

*Steve Green
Mayor*

*Sandra K. 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
P: 575-894-6673 ♦ F: 575-894-0363
www.torcnm.org*

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, IS TO BE HELD IN THE COMMISSION CHAMBERS, 400 W. 3RD, ON WEDNESDAY, DECEMBER 12, 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. CONSENT CALENDAR

1. City Commission Regular Minutes, October 10, 2018
2. City Commission Regular Minutes, October 24, 2018
3. City Commission Special Executive Session Minutes, November 15, 2018
4. City Commission Special Executive Session Minutes, November 28, 2018
5. Public Utility Advisory Board Regular Minutes, August 20, 2018
6. November 2018 Accounts Payable
7. Joint Powers Agreement (JPA) between the Village of Williamsburg and the City of Truth or Consequences related to Police Services

8. Joint Powers Agreement (JPA) between the Sierra County Commission, Sierra County Detention, and the City related to the renewal of detainee housing term.
9. FY 19 NM Fire Protection Grant Awards

F. PUBLIC HEARING

1. 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

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 21 18/19 Budget Adjustment. Melissa Torres, Finance Director

H. NEW BUSINESS

1. Discussion/Action: Approval of contract for new City Manager. Renee Cantin, Acting City Manager
2. Discussion/Action: Final approval of the WAPA Contract. Bo Easley, Electric Division Director
3. Discussion/Action: Approval to move forward with the AMR or AMI project. Bo Easley, Electric Division Director
4. Discussion/Action: Walmart Community Grant Program. Traci Burnette, Grants Project Coordinator
5. Discussion/Action: Topographic Survey Request for Foch Street Great Blocks Project on MainStreet. Mayor Green
6. Discussion: Elected Officials Salaries. Commissioner Clark

I. REPORTS

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

J. EXECUTIVE SESSION

1. Purchase, Acquisition or Disposal of Real Property (450 W. Riverside) 10-15-1H (8)

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

L. ADJOURNMENT

NEXT CITY COMMISSION MEETING JANUARY 9, 2019 at 9:00 A.M.



E.1

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

ITEM:

Approve the minutes of the City Commission Regular Meeting for October 10, 2018.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

SUPPORT INFORMATION:

October 10, 2018 Minutes.

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, OCTOBER 10, 2018**

A. CALL TO ORDER

The meeting was called to order by Mayor Steve Green at 9:00 a.m., who presided and Angela Torres, Acting City Clerk, acted as Secretary of the meeting.

B. INTRODUCTION

1. ROLL CALL

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

Hon. Steve Green
Hon. Sandra Whitehead
Hon. Kathy Clark, Commissioner
Hon. Rolf Hechler, Commissioner
Hon. Paul Baca, Commissioner

Also Present: Renee Cantin, Interim City Manager/City Clerk-Treasurer
Angela Torres, Acting City Clerk

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

2. SILENT MEDITATION

Mayor Green called for fifteen seconds of Silent Meditation and asked us to keep our veterans in our thoughts and prayers.

3. PLEDGE OF ALLEGIANCE

Mayor Green led the Pledge of Allegiance.

4. APPROVAL OF AGENDA

Mayor Green asked that approval of the agenda include Executive Session
Commissioner Clark break at 10:00 a.m. for Executive Session and to move item
moved to move the Executive Session to right after Public Comment and approve
the amended agenda.
seconded the motion. Motion carried unanimously.

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

Mayor Green called for Public Comment, noting those wishing to comment would get three minutes, may only approach the podium once, and any material for the Commission was to be left in the black box by the podium.

Ron Fenn addressed the Commission related to:

- 1) Has a problem with the ad for the City Manager. He was appalled when he read it. This is one of the most ludicrous ads for employment that he has seen in a long time. The City of Truth or Consequences is being painted as some kind of recreation city. It is a retirement community. We have 2,000-plus seniors living in this community. The median age in this community is 55.8 years, which is nearly 20 years higher than the state's average. The City of Truth or Consequences is a poverty-stricken area by definition, with crumbling infrastructure or none at all for some of its residence. By this ad, you are looking for a resort manager when we should be looking for a disaster manager, because the city is headed for disaster, unless we do something about it, and it cannot be done in your, or my lifetime, or anybody else's. We have no long-term plans. The city needed a 50-year plan to start 40 years ago. That never was done. We have no plans. We just go on merrily from day to day spending money ludicrously while the city crumbles and decays. We have a budget of \$24 million. Nobody mentioned in this ad that there's a \$2 million-a-year budget deficit every year, and the money is thieved from the utilities to their detriment. This is truly a city where the blind lead the deaf and dumb.

Linda DeMarino addressed the Commission related to:

- 1) I would like to inform you that MainStreet's really excited. We just found out recently that we received the USDA grant for a customer service training program that will be starting in the winter. We're looking to provide that class for 100 customer service people, managers, and business owners. It will focus on customer service training skills as well as asset awareness, so we're looking forward to that.
- 2) MainStreet has a lot of events coming up. As you know, Trick or Treat Downtown will be on the 31st, which is Wednesday. Trick or Treat Downtown is 6:00 to 7:00 p.m. and there will also be activities at the Healing Waters Plaza starting at 5:00 p.m. We are partnering with CASA, and they're helping out with organizing the activities in the plaza, so we're excited about that.
- 3) Small Business Saturday coming up on Saturday, November 24th. We are partnering with the Chamber of Commerce, and we'll have more announcements later on about what the activities are for that.
- 4) I want to give everybody plenty of warning, Old Fashioned Christmas is coming up December 7th, including our Parade of Lights, and so I'm giving everybody plenty of opportunities to start getting their vehicles decorated for that. Thank you.

Mark Mijal addressed the Commission related to:

- 1) Thank you for the 180 seconds to put my two cents in. This is democracy at work.
- 2) Thank you to the Commissioners and public servants for your conscientiousness and honesty. That's not easy to hold the public trust with all the long, hard hours of decisions and ethics. There are many predators out there you endeavor to keep us from being preyed upon. Thank you very much.
- 3) I wrote this to the city paper about the ATV referendum. I think there will be a certain amount of off road vehicles that will be driven irresponsibly, endangering the streets, and making loud noises all the time. Since the off road vehicles are not allowed on the state routes, the local city streets will be noisy. One-third of T or C is senior citizens, including me. Also, vehicles can be a hazard to our quiet city. This is how democracy works. This is not the 11th hour, as a letter last week in Herald mentioned. This is the deadline status they want. All of our freedoms are costly. Why doesn't the City Council repeal the law and ask for more public input for a new law? What about common sense? The law was passed in good faith. Many citizens were not in agreement, and made a referendum. This costs a lot of money. Why don't you repeal the law, stop the referendum, then a new law can be crafted. Thank you.

Ike Eastvold addressed the Commission related to:

- 1) In circulating the referendum petition, we got a real cross section of the people that live here in T or C, and there are a lot of elderly, and sick people that are really in need here. We live on Silver across from Sierra Hills. We have one woman in a wheelchair that regularly comes to the head of our driveway to watch the rabbits and the quail, she says I just love nature. We are so close to the conservancy with the school and the healthcare facilities there, and the hospital, for that matter. We would like to link those together ultimately to give these people a sidewalk to wheel their wheelchairs on up to the conservancy where we have some perfect flat kind of peninsula projections that would make a good handicapped-access trail for these people to contact nature. That contact with nature is something that has really been taken from us in the modern world, and particularly people that are elderly and sick need that again. It's part of the healing. That's the motif here for this city. We are fortunate, nature has blessed us with this great pool of geothermal water, which is healing water, but we also have surrounding the city a healing landscape. People are coming out of the healthcare facilities to just contact it, and see the rabbits and the quails, but there's an opportunity there for the landscape to heal, too, and educate. We're right next to the Truth or Consequences Elementary. We're just across Date Street from the middle and the high schools. We can hook into those educational facilities, and make the conservancy an outdoor classroom. More than that, we showed some of you photographs of some of the properties that are still intact on the periphery of the city. Every plan is just lush and a perfect specimen to teach children and others about the desert. This is one area that's just covered now

with Devil's Claw, and if you've seen those, they have the beautiful, yellow, orchid-like flowers. They're just exquisite.

Jeff Lawless addressed the Commission related to:

- 1) I've owned my place for 20 years. I am a senior, I am retired, and I'm a tourist. I want to thank the City Commission for passing the ATV Off Road Ordinance that allows vehicles on the streets of T or C. It is going to increase tourism, which the only thing I see T or C has going for it, as Ron Fenn said, retirees and tourists. The lake's a disaster and the Space Port is always next year. We need to increase the tourists, which helps the revenue to the city, and the Commission was right in passing this law, because we will have lots of tourists come. My daughter lives in Arizona. She drives her ATV to the grocery store in Phoenix. Gas in T or C is 30 to 40 cents a gallon more than all the surrounding cities, including Socorro, Las Cruces, and Albuquerque. ATVs are good on gas and they're very quiet. The people that are talking about this noise, they don't say anything about Harleys up and down the street speeding. They don't say anything about diesel trucks. All I hear is ATVs. ATVs are very quiet. From the factory, they come with spark arrestors, so you can drive in the Forest Service. It's the best way to see nature. I mean, the spots in town that you can see are not going to be affected by ATVs. I'm an ATV owner and I'm 70 years old. I'm not going to be spinning donuts on people's property, which leads me to the other thing on this petition. I would like, as a citizen, to ask the City Attorney to look into this petition, because the people were misinformed about this law. They were told that they can't drive on Date Street, they can't drive on Third or Broadway. They have to speed down Riverside. The kids would be doing donut on people's property and all this stuff. The petition, I feel, is illegitimate, because it does not have what they're even wanting. It has no reasons for rescinding this ordinance, and I think the City Attorney should look in. There has to be some guidelines. The people just can't go out and get a petition and give false information, and somebody sign it just because they don't like a law which is going to be good for T or C. It's going to help the tax basis and at some point, these people that are complaining, if we don't get the town going, as Ron Fenn said, our property taxes will go up, and me, myself, as a property owner, I pay quite a few property taxes, and I like T or C. I've been coming down here since I was 12 years old, and I really commend you for passing this ordinance. It's going to help the city. Thank you.

Sharon Eastvold addressed the Commission related to:

- 1) I'd like to thank a lot of people here that are really trying hard to make T or C a place to come to. We just don't see eye to eye on what that pathway should be, and I appreciate the Commissioners who met with us and shared their points of view. And to Mr. Lawless, I'd have to say you're the one that's misinformed. The petition merely asked that the people have a right to vote on this. We feel that our civil rights were violated in the process of information getting to the commissions in that the opinions presented to you were presented as equal. In fact, there were 15 to 18 residents who opposed this ordinance because they

wanted time to consider all the options. The 68 people were all from everywhere but here, so we felt it was the right decision to make to allow the city to vote whether they want this ordinance or not, so it was a legal path, Mr. Lawless, and we have taken that path, and we had less than two weeks to gather signatures, and we got well over the number, because people were very upset with this prospect. I think, rather than point fingers and get angry, and say that we're breaking the law, maybe we should all make sure we have the facts before we start pointing fingers and calling other people the citizens against virtually everything. We want what's best for this community. My husband and I have invested in a quiet, sustainable kind of future, and I know Commissioner Hechler feels that birding hasn't brought a lot of money, but there has never been a concerted effort to reach out to nature agencies, and let them know what we've got here. We've just seen hundreds of white pelicans, and when I try to put that in the E-Bird, it comes up as rare, and unusual, and we know that it's a common thing here. That's the sort of thing people would love to come to see, birds and nature, and that is sustainable. There's a place for OHV's, but I don't think it's on our city streets. And Mr. Lawless, Date and Broadway and Main are state highways, and it is against state law for OHV's to be on those streets, so get to know your facts. Don't make the people who don't agree with you your enemy, let's reach out and try to communicate, and find the best path forward for this community. Thank you.

Hans Townsend addressed the Commission related to:

- 1) I've got a couple of points I want to make, but I would like to just say sometimes these businesses seem to get like the Cavanaugh case, and that's bad that we can't see facts all the time. Noise is not an issue, as the previous gentleman said, motor bikes and trucks are a lot louder than any ATVs out there, and so the noise is not an issue. Maybe we should look at using certain streets that are not residential streets, and applying those as ATV streets, and mark them. People can drive down Riverside and they can drive down Austin. We've got streets that are not the highways that we could make the ATV streets, but that's not what I came for this morning.
- 2) I want you to look at your new phone books. You'll see on the first 18 pages its all tourism information, which was all taken out of the Visitor's Guide, and was reduced to pictures, but the text and everything is the first 18 pages of the phone book, so now the phone books will be advertising T or C in the hotels or wherever they're placed.
- 3) Second is the Copper Flat Mine. There's also a lot of noise about Copper Flat Mine that is not true. People obviously don't read the laws that are applied to the mine and the way that mining has changed over the years, and so I think that people should get facts on the Copper Flat Mine. All these people that complain about the streets, complain that we don't have things, we don't improve things, and we don't have money. That's why we can't do it. We're one of the poorest cities around, even though we got the utilities, because that's another thing. Sooner or later, the utilities are going to be in serious trouble, because we don't maintain it. We take all the money out of there, and we don't use money to

maintain the utilities that we need. Power outages have killed four of my backups for the computer. They've killed three of my computers, and these come a lot of the time, because the equipment that we have is getting out of date and worn out, and we need to improve those instead of taking all the money, but if we don't take money, the city doesn't survive, so we need to improve the city. We need to grow, and Copper Flat Mine is one of the things that would help us a lot, so I am putting these in the box so you can read about what actually are the advantages, and let's have a serious look at things. I thank you for listening to me today. And people who want our streets to be repaired, instead of saying no to everything, this is not a retirement community. It's only become a retirement community, because we lose all our young people. There are no jobs. Thank you.

Walter Newling addressed the Commission related to:

- 1) I'd like to thank the Committee for letting me speak today. I speak on behalf of Mr. Jeff Lawless. He's my neighbor. I live at 1513 North Riverside Drive. I've known Mr. Lawless for quite a while now, and I've also been in this area since 1980 on and off, but I support Mr. Jeff Lawless in his plea for the ATV vehicles to be used in our community. I think all the things that he's spoken of are accurate and correct. And the petition, like he said, I think that is something to look at, because I haven't heard anything bad from it yet for anybody to even come forward with such a petition. I look forward to buying a vehicle like that one day, or being able to drive one like that in this community, and that's what I wanted to say today. Thank you.

Stanley Rickert addressed the Commission related to:

- 1) Last week the TV airways were down for Channel 13, KRTV, and it was down for a day-and-a-half when I finally said I better call the City Clerk's Office and see what's going on. So I called and I spoke to a girl named Lisa, and she did not know what the problem was, but she gave me a number to call, and that number was to Bo Easley. Bo Easley didn't have the answers for me, but he gave me a phone number also for a fellow named Scott that works for KRQE, and I talked to him, and he was just coming down off of Mud Mountain, and his statement to me was, that the transmitter box blew up, caught fire, and is no longer working. And they probably would not get it up and running until possibly Tuesday. It will cost quite a bit of money, he said, somewhere close to \$12,000, but he was hoping to get it back up and running before too long. Anyhow, he did a superb job. He was true to his word. He did have it up and running yesterday I think somewhere around 1:00 in the afternoon, maybe. It just impressed me to have somebody go forward with stuff, and of course, Bo Easley getting me the phone number for this person, and then Lisa, I don't know her that much or haven't ever heard of her, but she helped also, and I'm thinking to myself how come the Commissioners here, don't put forth the little effort like these folks do? So that's my question to you.

- 2) Now the other part is, it says we have comments from the public and then it says for their response to public comments. How come you folks never really respond to the comments? You know, each individual person comes up here and talks, and, pours their heart out on subjects, and you have nothing much to say to them, other than, oh, thank you, and that's it. I just wonder about these things, because you're not showing us that you care. You don't look like you care, other than you're sitting here listening to what we say. I think you should comment maybe at least for 50% of the people that get up here and talk, and have a discussion. You know, it would help.

Sara Frothingham 608 Pine Street addressed the Commission related to:

- 1) Thank you all for being here. Renee, let's get rid of Juan's ghost, and we'll just all work as a community for the pool. It's for the families, it's for the children, it's for the youth, and it's for the patrons. Mayor Green, I'm really glad you're here, because you make a huge difference. All of you make a huge difference. You've made a huge difference in T or C with what you've put forward over the years.
- 2) On Thursday when she was leaving the pool, she drove by the Brewery and discovered all the ATVs. They appeared all to be made from fiberglass. To me, I don't know how those are off road, how they could go anywhere but on the streets. And then I drove down a little further. I was at Mims Street, and I saw this great, big container for a semi that probably all the ATVs were in, and it appeared to be a "Wounded Warrior" semi on the outside of it. I drove around the corner, and it had Texas plates. Now we've been told that these were locals, but they were Texas plates on the vehicle that hauled all these ATVs into town, and my take from this was that if I'm not for ATVs, I'm against veterans, and I find that offensive. I think we can believe in the city, believe in veterans, and still not like ATVs in our streets. Especially ones that are made out of fiberglass that can't go off street. It was very interesting to look at. Thank you.

RESPONSE TO PUBLIC COMMENTS:

Mayor Green responded:

- 1) I'd like to just respond to one thing that I heard on Mr. Fenn's comment about the city being designated as a Colonias. There is a law that says that if you are in 150 miles of the border between Mexico and the United States, that you automatically would qualify if you have certain infrastructure issues, to be a designated Colonias, and when our past manager Juan Fuentes brought this to the Commission, there's this haul of oh, my God, people are going to think T or C is just all dirt roads, and outhouses, and they have no infrastructure at all. When we did our research, we realized that if we were to become a Colonias, it would open up a lot of additional funding opportunities to get money on grants to help with our infrastructure projects and problems. First example, we got over \$8 million from USDA, because we were designated as a Colonias to upgrade our Wastewater Treatment Plant which was out of compliance. That's number one.

- 2) Traci Burnette, who's our Grant Projects Coordinator, has made a presentation to the State Water Trust Board Colonias, asking for money to help with our infrastructure for our pipes that deliver potable water to our homes, so I don't want anyone to feel that because we went this route, that it casts a negative impression about our community. We would be a lot worse off, believe me, if this commission had not supported the recommendation of Manager Fuentes. I actually had spoken to Juan a couple of days ago and I informed him that Ron Pacourek had some very kind and thoughtful words about him. Mr. Fuentes asked me just to thank Mr. Pacourek if I saw him. He's not here, but I didn't want this to drag on and so I am mentioning it.

D. CONSENT CALENDAR

1. Airport Advisory Board Minutes, July 10, 2018
2. Public Arts Advisory Board Minutes, July 17, 2018
3. Accounts Payable, September 2018

**Mayor Pro-Tem Whitehead moved to approve the Consent Calendar as noted.
Commissioner Baca seconded the motion.
Motion carried unanimously.**

E. PUBLIC HEARINGS:

- a. Public Hearing: Final Adoption of Ordinance No. 699 pledging certain revenues to the repayment of a loan for the defeasance and refunding of the 2016 Loan from the New Mexico Finance Authority for the construction and improvement of the Sierra Vista Hospital. Renee Cantin, Interim City Manager:

Interim City Manager Cantin stated, the reason for this ordinance was to refund and restructure the current NMFA loan for the construction of the hospital, but they decided to revise the plan for the construction and will reduce the cost.

Luis Carrasco reviewed each section of Ordinance No. 699 for pledging certain revenues to the repayment of a loan for the defeasance and refunding of the 2016 Loan from the New Mexico Finance Authority for the construction and improvement of the Sierra Vista Hospital:

- The term, Governmental Unit in the loan documents, has now been changed to mean the Sierra Vista Hospital Governing Board and the Sierra Vista Hospital Joint Power Commission, so those collectively mean the governmental unit, and we made a revision in the ordinance title to reflect that.
- The participants means Sierra County, the Village of Williamsburg, the City of Truth or Consequences, and the City of Elephant Butte, so that's a separate governmental unit and the participants. That was most of what got changed.
- Section 2 ratifies any actions that the City or its staff have taken in furtherance of the adoption of this Ordinance and the loan.

- Section 3 states that the project and the method of financing are authorized through the adoption of this Ordinance.
- Section 4 includes the Commission of making certain findings of the project that is needed, and the monies from the loan are needed to complete the project.
- Section 5 is the most substantive, in my opinion. It's the authorization of the loan and the intercept agreements, which I believe are included in your packets. In essence, this ordinance authorized the pledging of those municipal gross receipts taxed to the repayment of the this loan on T or C's behalf, and also approves the forms which we believe will look substantially similar to what is before you. You later on authorized certain members to make any necessary changes. We were fortunate to be able to work with the Finance Authority in the last week or so to get the loan and the intercept agreement in what we think is going to look almost final, but as closing approach, as things might change and you delegate certain authorities to the authorized officers, which is a defined term, to make any necessary changes. So it approves the pledge of the revenues and the form of the loan agreement, and the form of the intercept agreement, and authorized the execution and delivery of those documents. It specifies the uses of the loan fund, so the loan is going to be used to finance the completion of the hospital, fund the loan agreement reserve account, fund the capitalized interest account, and to make the deposit into the finance debt service account, which are all described in greater detail in the loan agreement. The loan agreement provides that the payments will be made beginning May 1st, 2019, principal payments on May 1st of each year, and principal interest payments on May 1st and November 1st of each year. As I said, you're approving the form of the loan and intercept agreements, provides that the loan is secured by the pledged revenues, and payable solely there from, and that this loan constitutes a special limited obligation of the governmental unit and the participants, and is not a general obligation. It provides that the holder of the loan can look only to the pledged revenues for the repayment of the loan, that this loan does not constitute indebtedness within the mean of any constitutional provision, and does not constitute a charge against the City's taxing power.
- Section 8 (I jumped a few sections) provides that the municipal gross receipts tax that T or C is pledging be paid to the Finance Authority to fund the Debt Service Account, and the Loan Account Reserve Account. The subsection B of Section 8 provides that once those payments of the pledge revenues equal amount that's needed to pay off the loan in its entirety, that there will be no longer any payments made to the Finance Authority, and any excess revenues will get sent back to the hospital for use in conformity with the provisions of the Joint Powers Agreement. As I mentioned, the City's municipal gross receipts tax is pledged to secure the loan, and the City may not place a lien on those revenues that are superior to the lien constituted by this loan.
- Section 10 deals with withdrawal from the Joint Powers Agreement and provides the City's acknowledgement that the term of the Joint Powers Agreement is at least until the loan is paid off, and that the City's withdrawal from the JPA must be in compliance with the JPA.

CITY COMMISSION OCTOBER 10, 2018 REGULAR MEETING MINUTES

- Section 11 describes the authorized officers, and the authorized officers includes them Mayor, the Mayor Pro-tem, the City Clerk, or the Deputy City Clerk of the City. They are authorized to execute and deliver the loan-related documents, and to do anything required by this ordinance, and the loan agreement and the intercept agreement, and to publish the Ordinance Summary, which is in Section 17.
- Section 12 describes the amendment of the Ordinance, and provides that this Ordinance can be amended or supplemented before closing on the loan, and any manner that's not inconsistent with the provision of this ordinance.
- Section 13 covers, once the loan closes, then the Ordinance is irreparable until the loan is fully paid off.
- Section 14 provides a very basic standard severability clause.
- Section 15 is the repealer clause and says that any inconsistent bylaws, orders, resolutions, ordinances or parts thereof that are inconsistent with this Ordinance are repealed, but only to the extent of such inconsistency. And Section 16 provides that the ordinance is effective upon the due execution of the Ordinance and publication/posting of the Summary of the Ordinance.
- Section 17 instructs the authorized officers to publish the notice that this Ordinance has been adopted in the newspaper, and once that occurs, the Ordinance will be effective.
- As I was looking at this document again this morning before I came here, I noticed a couple of typos that, with your permission, I am happy to change before we get the final signature page for you.
- On page two, the fourth Whereas Claus, it's describing the Joint Powers Agreement, and reads repayment of the loan will be secured in part by gross receipts, tax revenues imposed by the participants under the Joint Powers Agreement, amending existing JPA number 97059 adopted May 14th, 1998, revised July 15th, 2009, and April 19th, 2016. We added that April 16th date in, because that was the date the last of the participants adopted that amendment in 2016 to the JPA. We've made this change in the other ordinances that the other participants will adopt to use the date that the Department of Finance and Administration approved the amendment to the JPA, which is May 23rd, so with your permission, I'll make that change, changing it from April 19th to May 23rd, 2016.
- On page four in the Definition of Capitalized Interest Account, a typo. The Definition of Capitalized Interest Account says capitalized interest account means an amount not exceed the amount specified in Exhibit 8 to the loan agreement. It should say means an amount not to exceed the amount specified, so I'll just add, with your permission, that missing word.

Commissioner Clark stated she is concerned with how we are binding the Hospital Governing Board to the repayment of this loan. They're an appointed board, and that's my concern. I can understand binding with JPC and all of the entities, but can you explain that to me?

Luis Carrasco responded the governing board will also adopt a resolution that looks almost exactly like the document you have tailored to meet the circumstances of the governing board, and the JPC will do the same thing in a couple of weeks. They just don't have authority to adopt ordinances, so it's called a resolution, but they'll approve the document that makes the same representations and pledges and in their case, the net system revenues of the hospital as partial repayment for the loan.

Public:

Klaus Whittern asked if the bonds could be defeased at a later time. The reason for that is the interest rates are currently going up and they may come down again, and you would want to have the opportunity to defeased and refund the bonds. I think it's only possible one time, and this would be the one time. This would be a defeasance, so I'm concerned about it. The other thing that I believe is incorrect is when it was stated that this would complete the hospital, it will not. The hospital will ask for \$5 million contribution and that is a concern to me. Thank you

Hans Townsend's concern is, as Klaus said, there's going to be another \$5 million needed. The second concern is that this hospital won't be complete. The decision to cut back the size of the hospital is really concerning, because if Copper Flats is actually employing 270 people in the second most dangerous occupation that there is, and we have reduced our beds to 12 from the original 20, we won't have a hospital that's going to cope with any of that, and these things were pointed out to the board at the time they were doing it. The presentation to the board for the future of this community by the company that is now running the hospital were not given any information on Space Port, and, they were not given any information on Copper Flats. They didn't know anything about it so they made their presentation on the assumption that this is a retirement community going downhill, and that was the presentation they made, and unfortunately, well, fortunately in some ways, that may not be the case, and we will need those beds. If we need those beds, we need more money, and it upsets me, because this could have been avoided to a great extent if people on the board had listened to where that CEO came from who destroyed the financial status of the hospital. He'd done it already to two other places, and nobody would listen until it was too late, and the hospital nearly went bankrupt. All these financial things add up to the fact that we are now in a nutcracker, and sorry, but I feel that we've got to really think about this seriously how, if and when Space Port fly's. Those things are going to be thought about, and we're going to be stuck with a hospital that's not big enough or competent to cope with those things, and that's a concern to me.

Mayor Green closed the Public Hearing and called for Executive Session.

J. EXECUTIVE SESSION

Mayor Pro-Tem Whitehead moved to approve going into executive session at 9:30 a.m. to discuss Threatened or Pending Litigation (Augustin Plains Ranch, LLC v. Tom Blaine et al.) Pursuant to 10-15-1(H.7)

Commissioner Hechler seconded the motion. Roll call vote was taken by the Acting City Clerk. Motion carried unanimously.

Mayor Green reconvened the meeting in open session at 10:23 a.m.

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

ADJOURNMENT

Mayor Pro-Tem Whitehead certified that only matters pertaining to Threatened or Pending Litigation (Augustin Plains Ranch, LLC v. Tom Blaine et al.) Pursuant to 10-15-1(H.7) was discussed in Executive Session and no action was taken.

New Business:

G.2 Discussion/Action: Proclamation and Resolution No. 16 18/19 calling a Special Election to be held on January 15, 2018 related to the Referendum Petition for Ordinance No. 697 for the Off Highway Vehicles. Renee Cantin, Interim City Manager & Angela Torres, Acting City Clerk:

Interim City Manager Cantin and Acting City Clerk Torres reviewed the Proclamation and Resolution No. 16 18/19 calling a Special Election to be held on January 15, 2018 related to the Referendum Petition for Ordinance No. 697 for the Off Highway Vehicles. Attached is the final verification of signatures on the petition for ordinance 697. The final verification was done on October 5th which was the deadline to get it completed. The final numbers are 218 valid signatures. We had 71 invalid signatures with a couple different issues. Some were either not on the list at all or may have had an incorrect address on the voter registration list or it may have been unreadable, so we can't count those that aren't readable. The number of signatures required was 154, and as I said, there was 218 valid. Once the signatures were verified, the Commission is required to call for a special election. Acting Clerk Torres contacted secretary of state's office, and we determined that part of the new house bill includes that an election cannot be held within 70 days of an election, so due to the November general election, the dates that a special election for a municipality can be held is between January 15th and August 27th. That's one of the other reasons we chose January 15th because it's that first day that it would be allowed. We are working on a more-detailed calendar. Another thing that needs to be noted is that all special elections will now be required to be a by-mail ballot, there will be no absentee voting because all the registered voters will be mailed a ballot.

Commissioner Hechler moved to approved Proclamation and Resolution No. 16 18/19 calling a Special Election to be held on January 15, 2018 related to the Referendum Petition for Ordinance No. 697 for the Off Highway Vehicles and we notify Sherriff Department and State Police Department of the ordinance. Also Mayor Pro-Tem Whitehead seconded the motion. Roll call vote was taken by the Acting City Clerk. Motion carried unanimously.

Commissioner Clark left the meeting at 10:41 am.

G.2 ORDINANCES/RESOLUTIONS/ZONING:

Discussion/Action: Final Adoption of Ordinance No. 699 pledging certain revenues to the repayment of a loan for the defeasance and refunding of the 2016 Loan from the New Mexico Finance Authority for the construction and improvement of the Sierra Vista Hospital. Renee Cantin, Interim City Manager:

Interim City Manager Cantin stated she thinks they gave a good breakdown, and she thanked Mr. Carrasco for being here and assisting with that. With that being said, staff recommends that we proceed with the final adoption of the ordinance.

City Attorney Rubin stated that he just wanted to just emphasize something. Mr. Carrasco discussed some of the changes that had transpired from the original document to the final document, but as he understands, and I agree with you, it sounds like what you're telling me is that the changes were very minor in nature. They don't affect the substantive nature of the ordinance. Our figures for example was the same and the mechanics of how it's going to work is the same. So am I correct in that?

Mr. Carrasco responded that's correct. The substance didn't change. It was just some changes to the definitions of certain terms and the deletion of the processing fee with the substitution of the capitalized interest account. But beyond that, the ordinance does exactly what the published notice of adoption says that it would do. And with respect, I would just remind the council of those two minor typographical errors that I pointed out.

**Mayor Pro-Tem Whitehead moved approval of Final Adoption of Ordinance No. 699 pledging certain revenues to the repayment of a loan for the defeasance and refunding of the 2016 Loan from the New Mexico Finance Authority for the construction and improvement of the Sierra Vista Hospital with amendments noted by Mr. Carrasco. Commissioner Hechler seconded the motion. Roll call vote was taken by the Acting City Clerk.
Motion carried unanimously.**

F. NEW BUSINESS:

1. Discussion/Update: McAdoo/Sims Infrastructure Improvement Project – Phase 1 identified as McAdoo Street between Daniels Street and Main Street. Traci Burnette, Grant/Projects Coordinator and Renee Cantin, Interim City Manager:

Traci Burnette, Grants Coordinator reported we have held multiple meetings discussing different options to proceed forward with the phase 1 at the lowest possible cost to the

respective departments. Unfortunately after meeting with the Finance Office the Water Department does not have the necessary funds to proceed forward with the project, and we did determine that Streets Department lacks the necessary equipment and some of the experience with some of the things that would be required by an engineer to proceed in-house, and so they would have to look at contracting a good portion out on the streets portion, and they don't have enough necessary funds to proceed forward at this time holding this as an all-in-one project. So what we are requesting to look at doing, we would be coming back to you guys next commission meeting to move forward with the appropriation funds that we received from the streets department. That grant specifies that those funds are to be used to plan, design, construct, and improve streets including curbs, drainage, and sidewalk accessibility in T or C; however, those funds were a direct result of a capital outlay request pertaining to project number 3 2019 on the ICIP that was described as reconstructing existing downtown municipal streets, and that scope of work would be consistent of subgrade preparation, placement of base course, placement of concrete or asphalt pavement, and could also include reconstruction of concrete curb and gutter, wheelchair ramps. Specifically on the ICIP we did list reconstruction to include cross-streets between Main and Broadway, McAdoo and Sims Street. So we would come back to the commission on the 24th to receive your direction. We would have cost estimates for the improvements to those streets that would be done by our streets department and include Sims, McAdoo, Daniels, Clancy, possibly Foch, and Benny may also add some other streets in there that may be within the city limits that he feels is a priority. And then we get your guys' direction on where you would like us to spend those capital appropriation funds. This particular grant expires in 2022; however, when I did go to the ICIP training, they're very specific. They'd like those funds expended within 16 months. The longer you take to obligate funds, the risk you have of the possibility of funds being frozen. With that being said, we just signed and sent off the grant agreement in September. We cannot file any notice to obligate any of those funds till we receive a signed grant agreement back from DFA, and when I looked at 2016 for the animal shelter, we sent off our grant agreement in September and we didn't receive a signed grant agreement back from DFA until December. So I'm estimating we're probably looking at December/January at the earliest to obligate any funds on this project. So we do have a little bit of time.

Commissioner Hechler asked that Finance be included on this project and when you bring this back and if we could have Benny maybe take a look at this budget and see, how much of that \$150,000 might be available for this downtown project that we're talking about right now.

Mayor Green agreed with Commissioner Hechler. He also asked that Ms. Burnette to maybe get with Linda DeMarino at a certain point because the MainStreet was successful as an applicant on the Great Blocks on Broadway grant. And the city has pledged a certain amount of money to that project. That's basically going to be on Foch. I just don't want to spend dollars on Foch Street where Main Street is going to come in with this entire plan on how to redevelop that area, that street. I'd rather wait until they get their finished product before we start allocating city resources and maybe work at cross-purposes with something that we're already investing.

Traci Burnette, Grants Coordinator stated as a follow-up, she met with Benny briefly, and unfortunately with the \$100,000 for the funds that we have to use, it's probably going to be used very quickly and not go nearly as far as we want it to as we have seen with the LGRF funds.

No action needed.

2. Discussion/Action: Setting Meeting dates for November & December Regular Meetings. Angela A. Torres, Acting City Clerk:

Acting City Clerk noted due to the holidays, we're requesting to cancel the November 28th regular scheduled meeting and hold one meeting for the month of November which will be on November 14th at 9:00 a.m. We're also requesting to cancel the December 26th regular meeting and only hold the December 12th meeting for the month of December. If any important issues arise, we can call a special meeting if needed.

Mayor Pro-Tem Whitehead moved to hold one meeting in the month of November to take place on November 14th at 9:00 am and to hold one meeting in the month of December to take place on December 12th at 9:00 am.

Commissioner Hechler seconded the motion. Motion carried unanimously.

3. Discussion/Action: Personnel Appeals Board Appointment and Terms of Members. Steve Green, Mayor:

Commissioner Hechler stated essentially what I'd like to propose is that the original personnel board was comprised of five regular members and two alternates which is a lot of people for this small community, when we're trying to fill all the other boards that need to be filled too. What I am proposing is that we reduce that number to three regular members with two alternates. I heard you speak a little bit a couple of weeks ago that they shouldn't be mayor-appointed, so perhaps we can have them appointed by the public just like we do some of the other boards, make recommendations, or they can fill out an application and request to be on that board. So we reduced that to three members from the public, and then we need to have city participation, and I would like to see two members come from the actual city employees, one from management and one from the staff, regular staff of the city employees, so we would actually have a total of five members. Then as we go forward, I wasn't sure on what we wanted this personnel board to hear, and so we already have a grievance board, and it's quite detailed, and it's a little cumbersome, and maybe down the road we can work on that a little bit. But I'm thinking that perhaps the personnel board, in the employee grievance procedures there is a place in there under 10.1 that says "Informal resolution procedures." Those informal resolution procedures perhaps can be diverted to the personnel board to deal with. I'll give you a definition here of the difference between a grievance and a complaint, and I think the personnel board should hear the complaints.

So a complaint is an issue brought forth by an employee concerning the workplace which may include but is not limited to working conditions, performance, policies, procedures, or problems with coworkers or supervisors. A complaint is not an issue that is a grievance as defined under the grievance definition. And here's a grievance; a complaint of an employee concerning termination of employment of that employee who has passed the introductory period of probation and/or concerning any other adverse employment action directly affecting the employee and which the employee believes is a violation of federal or state employment laws or regulations. So if we were to hold true to those definitions, then that would open up the possibility that a personnel board could actually hear some things that take place in the workplace, and we could still keep our grievance procedures in place for those things that fall under a grievance procedure. I think the first step is to define the board, which I've done here, and I can put this in final form and we can bring it before the commission next time to adopt, and then from that point ferret out what we want the personnel board to actually do, and that would be the next step.

City Attorney Rubin stated he seems to remember after the City Manager makes his final decision, he takes into account the recommendation made by the personnel board, and then the city manager makes his decision. Then the aggrieved employee, if he still feels aggrieved, can then ask that it be reviewed by the city commission, and the city commission I believe has several options. You can either hear the appeal in totality or you can just say, "We want to decide this on written brief," or you can reject the appeal altogether in which case then the aggrieved party would then have the right to file suit.

Mayor Green responded Right. The decision of the manager then would hold sway. And at that particular point, and if they disagreed with that, they'd have another option.

Mayor Green made a motion to authorize Commissioner Hechler to proceed with the information to create a personnel appeals board and to bring two different options of the makeup of that board back to the commission for discussion and action on October 24th, and it be followed up with the rules and procedures and responsibilities of that board and what their role will be. Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

4. Discussion/Action: Live/Work Special Use Permits on Commercial Buildings. Steve Green, Mayor

Mayor Green stated the last two or three meetings, we have approved work permits for live-in in commercial buildings, and we have two of them now that we have approved on a special use permit. When Mayor Montgomery was up here, we started discussing what would happen if the businesses close and you have a commercial building in our historic hot springs downtown Main Street district with people living in the building which is good because we want activity and people, but we have the front part of the building not in commercial use, and we have blinds across the windows, and it is a residence. That has happened already in two buildings that we have in our historic downtown. And my concern is what happens if we keep on doing these special use permits. I think it's

great, don't get me wrong because I think we want people living downtown, but we want business to be downtown also, and if you take the available commercial buildings and make them into residences, where are the businesses going to locate that generate the GRT that help run the city?

When Mayor Montgomery was on the Commission, we were talking about if the applicant closed their business, they would have 90 days to open up another business and/or vacate the premises because residences don't help us generate GRT. It's businesses that do, and of course it's the people. So I wanted to just talk about this to see if we could come up with a codicil on future special use permits that require them to have a business, the business must be open four to five days a week, you know, to do this and sell us this idea, and then we find out that they're open one day a month.

Mayor Green asked that this item be added to the October 24th meeting due to Commissioner Clark's absence.

D. REPORTS:

1. City Manager:

- She met with several departments and Streets took her around and showed her problem areas and such, tour of the pool, met with public works and parks and the airport, and I just want to say, one of the things that impressed me the most in my meetings with the parks is they all want to be the number one department in the city. She was pretty impressed with that. So she sees good things with all the departments.
- She attended her first governing board meeting and many other meetings.
- Her next priority right now is going to be that golf course plan. We've got to get moving on it, and I realize that. That was presented by Terry Taylor, and Commissioner Hechler was in on that with us. So that's one of my main priorities as soon as I can get to it.
- She is working on the budget adjustment and getting some things moved around so we can get that requisition and to get the test sample done for the water at the Airport. At the Airport Board Meeting, there was some other information that was provided. We also got a hold of was it Dan Dickson who was the former Airport Manager. He knew a lot about the well that was at the gun range which will help us tremendously because we think there's a big leak over there, so we're looking into that as well.
- Water leaks, I have a new list of the water leaks, so I'll mail that to the commission if you have any questions on that rather than go down the list.
- The Veterans Wall is moving along.
- Prior to my appointment as interim, I had a prior commitment to teach the Clerk's institute as I've done every year for quite a few years. There's three classes that I'll be needing to teach next week, so I'll be gone next week, but I should be okay on Wednesday if anything's needed, and Kristin can always send anything to me that needs a signature and such. So I'll be in constant contact at all times. If anybody needs anything, you can always call the cell.

2. City Attorney:

- No report

3. City Commission Reports:

Mayor Pro-Tem Whitehead:

- N/A

Commissioner Hechler:

- N/A

Commissioner Baca:

- N/A

Mayor Green:

- I would like to just make a point of OJ and his department spent a lot of time coming up with some type of a proposed plan for the Ralph Edwards Park, and when I was down at the farmers' market last Saturday, and Colleen Davis, who is in charge of the Farmers' Market, asked me about that, and if it would interfere with the farmers' market setting up next year, and if so, how the farmers' market could work with our Parks Department, because they're really enthusiastic about the presentation that OJ did. So what I would like to do, and what I told Colleen Davis is that I would ask you if that we could have a meeting after the farmers' market closes, so they could know what their roles and responsibilities are, what OJ would need from them. I'd like to have at that meeting present OJ, Colleen Davis, obviously yourself, and anyone else who you feel would add something to that because I've heard some wonderful comments about the proposed project, and if we could find the funding to phase that in via grants or self-fund it ourselves.

Interim City Manager Cantin and stated last week at the Recreation Board Meeting they called it as a public hearing so more people could come and learn about the project that's planned for Ralph Edwards Park as the Commission directed, and at that time he did indicate he was going to be contacting Colleen Davis on the upgrades and how to proceed and all of that.

- Mayor Green also thanked Linda DeMarino for the upcoming dog show. The dog show is open to the public and he encourages the public to attend.

L. ADJOURNMENT

Mayor Pro-Tem Whitehead moved to adjourn at 11:43 a.m. Commissioner Baca seconded the motion. Motion carried unanimously.

Passed and Approved this ____ day of _____, 2018.

Steven Green, Mayor

ATTEST:

Angela A. Torres, CMC, Acting City Clerk



E.2

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

ITEM:

Approve the minutes of the City Commission Regular Meeting for October 24, 2018.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

SUPPORT INFORMATION:

October 24, 2018 Minutes.

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, OCTOBER 24, 2018

A. CALL TO ORDER

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

B. INTRODUCTION

1. ROLL CALL

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

Hon. Steve Green
Hon. Sandra Whitehead
Hon. Kathy Clark, Commissioner
Hon. Rolf Hechler, Commissioner
Hon. Paul Baca, Commissioner

Also Present: Renee Cantin, Interim City Manager
Angela A. Torres, Acting City Clerk

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

2. SILENT MEDITATION:

Mayor Green called for fifteen seconds of Silent Meditation and asked us to keep our veterans in our thoughts and prayers.

3. PLEDGE OF ALLEGIANCE:

Mayor Green called for Commissioner Baca to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Mayor Green asked that Items G.1, G.2, H.1, and H.2. be postponed until a later date. This will give an opportunity to give everyone a chance to hear both presentation and also give both companies a chance to do separate presentations. Verizon will be back on November 14th and Gravity Pad will come before the Commission on December 12th and then the final vote will be brought back at the first meeting in January.

Mayor Pro-Tem Whitehead moved to approve the agenda postponing Items G.1, G.2, H.1, and H.2. Commissioner Hechler seconded the motion. Motion carried unanimously.

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

Mayor Green called for Public Comment, noting those wishing to comment would get three minutes, may only approach the podium once, and any material for the Commission was to be left in the black box by the podium.

John Davis addressed the Commission related to:

- 1) Good morning, all. My name is John Davis. I'm a recently returned resident of T or C, having been in northern Nevada the past 10 years. Back before I left, we used to have these meetings in the evening. I'm not sure when they moved to morning meetings but morning meetings, in case nobody noticed, I think actively adversely impacts the ability of the citizens of T or C to engage in the civic affairs of their community. So I would ask that you consider moving the time back to evening hours for meetings such as this. And I would ask that the City Clerk maybe put that on the agenda for discussion at some future meeting.
- 2) I wanted to say it is possible, and I don't want to go this route because it would cost another special election. It would be possible to get signatures and do this as a ballot initiative but special elections as a general rule I'm against them. They are expensive and I don't see any need to do that, not at this point, anyway. Other than that, I will have to leave before the meeting is over, but no way am I going to miss the meeting, the part where you make the presentation to the officer. That having been said, I've got a minute and a half left and it is not going to take that. I'm the guy in case nobody has noticed yet, who gets out with Xochitl Torres Small sign, waving it at traffic up and down. I support her because of the ethical lapses of Yvette Herrell, but anyway, I expect each and every one of you folks to wave at me and say hi, when you see me out on the road. Thank you.

Ron Fenn addressed the Commission related to:

- 1) I have to rebut your argument of last week or your reply to public comment, in which you supported and defended the Colonias as something wonderful. That is unfortunately analogous to putting polish on a broken pot. It does not hold water. Colonias by definition, what is a Colonia? This is by the Bureau of Business and Research at UNM. The U.S. Department of Housing and Urban Development defines Colonias as rural communities in close proximity to the U.S. border, lacking access to basic services such as water, sewer, or housing. Official socioeconomic data on these communities has typically been scarce, making it difficult for government agencies to secure federal funding that could improve the Colonia infrastructure. I believe that the monies that are available are supposed to end the Colonia status, in other words, start providing the proper infrastructure for the people that you serve. Instead, we want to improve things like the infrastructure around the Sierra Grande Hotel, where I don't believe people are suffering from too much economic distress. This is a poor

community. It is not a tourist community. It is a retirement community for people of limited means, and you continuously ignore it. You do nothing whatsoever to improve the situation for the people who live here, while you pander to people that you think are going to drop dollars in your pockets. And when it comes to the same analogy being used for Mr. Ashbaugh [phonetic] and Mr. Townsend, the cracked pot that they are polishing is a chamber pot.

Stanley Rickert addressed the Commission related to:

- 1) He spoke to Raymond Chaves regarding the property violations next door to him. There is no proof that his neighbor is allowed to have a business at that residence and Mr. Chavez was not aware of the code violations. He wants to know what the Commission is going to do about that issue. The address north of him is 1715 Carrie St. I'm wondering when you guys are going to wake up to the fact that he is violating code. Even though Mr. Rubin, the city attorney for Truth or Consequences wrote a letter saying he did not need to enforce it, there is no proof that he is legally allowed to have a business there. When I spoke to Ray Chavez, the code enforcement officer, he didn't have a clue as to what I was referring to as to 6-foot high privacy fence. I told him, "Well it's in our ordinances. It comes under the ordinances in the occupancy permit for part three, I believe it is, that they can have a storage lot outside for storage of small items, but no bigger than 500 square feet. That would mean almost an acre and a half of storage is a little bigger than 500 square feet. So I'm wondering why this is taking place, and why it is being allowed, and what you're going to do about it for future because when you allow one person to do something like that, they all jump on the bandwagon and they continue to put more stuff in there. They're storing stuff in there that is illegal. It has no right to be there in a residential property.
- 2) I appreciate the fact that if you're going to do something about Edwards Park that people are driving over, and making ruts and stuff like that. You're going to do something so they can have a better place over there, so we'll see how that works out.

Ron Pacourek addressed the Commission related to:

- 1) Just an FYI that when I got off of the golf course the other day, there was a motor home for sale, sitting in the golf course parking lot which belongs to the manager of the golf course. But what perturbed me was that there was one of the greens keepers working on that, trying to fix something on that motor home. I didn't think that was appropriate.
- 2) I was looking at my utility bill and on the back of it says, "Usage." and it says, "If you have an electric meter, per city code, you will be charged for trash service." I looked and could not find anything related those two words, trash and electric meter in the code. But when I went looking, the first thing that popped up when I pulled up the code of ordinance of City of T or C, New Mexico, on page two it says the Mayor is Elmer and it says Stephanie is the Mayor Pro Tem. Rest his soul, Bobby Allen's name is on there. Freddy Torres' name is also on there.

None of your names are on there, and it said that Walter Armijo was the City Manager. If I was looking at that, and I think that is back in the early '90s. But when I started going through that, I was looking for the codes. I pulled up the municipal codes and I found some interesting things that the planning and zoning board has not had or isn't in existence right now, and hasn't had a meeting since 11/5 of 2013. Shouldn't we have a planning and zoning board? Evidently we're not advertising about it enough in the paper should be helping you all, trying to get some volunteers for that. I was looking for minutes and agenda for the impact fee board. It's not in that website. It's not under the municipal codes or minutes and meetings for all the boards. When I was looking for some information on the public utility advisory board for minutes, the last minutes was a video on 6/18, and the next available minutes on that site was on 3/17. So file maintenance has really not been taken care of. But I did see that you're advertising for a new City Manager. Thank you.

D. RESPONSE TO PUBLIC COMMENTS

Interim City Manager Cantin addressed the following comments:

- Mr. Davis' concern regarding the meetings. I wanted to let you know, on the request for evening meetings, we did just bring that up the first meeting in July.
- Mr. Pacourek I appreciate the comments on the Golf Course. I'll definitely check in to that for the RV. And the P&Z minutes and meetings as well, we can take a look at that. Actually, we have already discussed all of the boards and committees really haven't been kept up with, and so we are also looking into that.

Mayor Green also addressed the following comments:

- I'd just like to follow up, Mr. Davis, on Manager Cantin. We did discuss it and one of the overriding factors to keep it during the day, and as you know, the county meets at 10:00 in the morning in Elephant Butte, I think at 1:00 in the afternoon, is that it's a long day. And for us to be at our best, which is what you demand of us, starting at 6:00 at night, and sometimes our meetings do get long, in truth because I talk a lot and we don't break until 9:00 at night. It's a real long day for some of us who are working and have jobs during the day so that was the reason that we felt that we could best serve this community and be at our best in the morning, rather than at nighttime.

E. PRESENTATIONS

1. Presentation: Recognition of Officer Marin for Life Saving Award:

Lt. Baker stated it is always exciting to me, anytime our patrolmen or our department in general does a good job on something. I'm always proud of them. It's even more rewarding when they do something outstanding and get recognized for it in the

community. I think it is very important anytime they do, do things that are above and beyond what they are asked to do. And that they are recognized for that. It gives them the confidence and motivation that we hope for that they're out there every day putting their lives on the line for the citizens of T or C. So with that being said, on September 28, 2018 Officer Marin responded to a house fire. During that time the residents were still in the house, along with their animals. Officer Marin went in there, without thinking of his own safety, again, because we are not trained to fight fires. He went in to the house, was able to get both of the residents out safely and also went back in for their animals as they had requested for him to do, which he didn't have to do, and got out just as the back end of the house started to catch fire. So with that being said, we would like to present Officer Rafael Marin with a certificate of commendation for immediate lifesaving efforts during a house fire which he saved the life of both residents on September 28th, 2018.

Fire Chief Tooley also thanked Officer Marin. While we're responding a lot of times, they're on duty. They get to the scene first and it just shows the coordination that we have between the fire department and the police department. We rely on them when we get there, and then hopefully they rely on us when we get there. So I just wanted to thank him personally as fire chief, for definitely getting those people out of the house at that time. Thank you very much.

2. Presentation: Promotion Ceremony to Sgt. for Officer Donald Venable:

Lt. Baker stated, for a long time I was the only supervisor, or should I say sergeant at the department and then I was promoted to Lieutenant and so I was kind of doing both jobs. So I was very excited when we started the hiring, the interviewing process for a new sergeant to take my old position over and to have new leadership in our department as well. We had the interviews probably a couple of weeks ago, and so he has kind of already been in the position, but we always have an official ceremony. It is very special, it's an honor and I would like to introduce you to our newly promoted Sergeant Donald Venable for the T or C Police Department. We have his father that is here to pin on his new badge for him. Sergeant Venable is also in law enforcement as well, so this is a special day for him. I would like to also recognize his mother, his sister, and his spouse that is here in the audience. They are all wearing blue, if you can't see them, here to support him as well.

Sgt. Venable's father stated he has ties to Truth or Consequences. He was at the Sheriff's Department with Sheriff Charley Cox and I stayed at the sheriff's department. I loved working up here. I had to do the Hillsborough run once a week, but it was nice to be up here, I know a lot of people and I enjoyed it up here. But when Charlie ran out of time as sheriff, I went to work for Dona Ana County Sheriff's Department, where I retired as a Senior Lieutenant. Apparently my son paid attention to what I was doing and I'm so proud of him. It's a tough business and the number of officers that are killed today is just out of hand. It takes a lot of courage to do that, and he has chosen to do that, so I'm proud of him. As far as me, because of the New Mexico retirement laws, I really can't do too much active, but I still work on four homicide cases for the Sheriff's

Department that are cold case homicides. Hopefully I get to go back there and go back to regular full time doing the cold case homicides.

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

Amy McKenzie stated she is representing Verizon Wireless and we've got a slideshow coming up. We came in February to discuss this and this was my hope to be going through the approval process today. The reason that we're here is both for a coverage and a capacity need in the city of Truth or Consequences. So again, the reason that Verizon is here requesting a collocation on the water tank is that there is a coverage and capacity need in the city. And the reason is we only have one highway site that is covering T or C and that is inadequate for what the needs are in T or C. You have citizens. You have visitors. You have businesses that depend on state of the art services and we need to get up to that speed and in order to do that, we need to have a site in T or C, not on the highway covering, but in T or C and that's what the proposal is about. As everybody knows, you can turn on your phone. It works fine but the problem is, is that the more people that you have, essentially like on the highway, the more crowded it gets, the lack of quality service. It starts deteriorating, excuse me, once you have more people on it. The demand for better service is here. It's now and we're trying to keep ahead of the game. The demand for data services, because nowadays, a phone is no longer a phone. Frankly, a phone is a computer. We're carrying around computers in our pockets. We need not just voice service, but we need data service. And the demand has grown 650% between 2013 and 2018, 650%. It's crazy. Everybody uses their phone. My son uses it at UNM to issue his reports. You use it to look up your GPS, to figure out how you're going to get to the lake. You use it for everything. You're downloading videos. You're uploading pictures. The demand is there and again, we are trying to meet that here in T or C. 76% of 911 calls originate from a cell phone now. I would say that I think it was 75% of millennials or the younger generation have never even owned a landline phone. They only have a cell phone. And as you know now, when you move, you don't even have to change your phone number anymore. You can carry your phone number to anywhere you go, across the country. So this is a necessity for the average American. 52% of the households again are only wireless, and more than 75% of prospective homebuyers prefer strong wireless signals. And so this is the path to me being here. We started originally with a company called Skyway Towers. They were proposing to the city a new 80-foot monopole. The city did not appreciate that. It did not really want an 80-foot monopole. So after looking at that, we said that is fine, and we started pursuing an alternate proposal which is the water tank. Back in November, we started talking to Robby Travis and Susanna Diller, and now we're talking with Tracy about that proposal. I came and gave the proposal in February of 2018 to the Commission and was given the green light to go ahead and start working on that proposal, and that is what we have been doing ever since. In May, we submitted the business terms to Susanna and to the city. We were looking at an initial five-year term with four or five year options, so that would be a 25-year lease. In July, Susanna advised us that we needed to kind of cart before the horse. We needed to get through this committee's approval first before we could finalize

negotiations with the lease, which is perfectly understandable. And then on October 2nd we submitted our SUP application. Verizon is proposing to have only six antennas on the water tank. They will be flush mounted, essentially at the band of the water tower. If you look at the mural, it's got the top decorative band. Essentially, that's where we would be at. The water tank is roughly 62 feet, and I believe our center line is 45 and that's a compromise even for us, we would like to go a little bit higher. But the way the water tank is shaped, as soon as it starts curving, you can't be flush mounted. You have to have kind of a vertical position on the tank. You can't put an antenna if it is curved, then it starts looking like a dog ear. We don't want that. We were given a direction. Don't put anything above the water tank that looks like an appendage, and we were also given the direction to blend into the water tank, which we took that direction. We're going to paint to match; we're going to flush mount them. We're going to make them as small as possible. We reduced the number of antennas so again, visually it's not going to be very impactful.

4. Presentation: Special Use Permit. Sean Milks, Gravity Pad:

Sean Milks stated the proposal that we have here, we're not going to be discussing, as per your request of business terms, so we really won't go into the teeth of it. This will just be a quick proposal and how it relates to Verizon. A bit of history. Gravity Pad, I am one of the owners. There is two. We're from Albuquerque, New Mexico. We started the company in 2005 and we have contracts with AT&T, Verizon, Sprint, Cellular One, Cricket, T-Mobile, basically all of the FCC wireless carriers. Gravity Pad owns over 25 sites throughout the state of New Mexico. Typically the business model is we build a site for all of the carriers and in many instances all over the state, we have built a site. As I stated previous, we have contracts with all of the carriers, and we provide the site to accommodate all of them for power, a lot of cases for fiber. Where this specific location, of course the water tank, we do believe that putting up a new tower would not benefit the city of T or C. We agree that utilizing the existing verticality which is the water tank is preferred. Where Gravity Pad comes in is we would assist the city and manage the water tank on behalf of the city. We won't get into business terms of that, but the city would be receiving revenue up front, including revenue of each wireless carrier. The intent is to not have any administrative cost for the city because we've been doing this over 20 years. We have extensive knowledge on other water tank facilities that we've done in the past. Specifically in the Village of Tejas, multiple sites in Rio Rancho and Albuquerque and in around the state. The intent is to get all of the carriers on the water tank so that it is providing service for T or C. Many of you might have Verizon. Many of you might have AT&T, T-Mobile, Sprint, whatnot. What the goal is to make it as easy as possible and ensure that each carrier is able to fit on the tank itself. Discussing that only one carrier can only be at the same RAD center, that's not true. We have horizontal separation and what we would do is be managing the water tank so that Verizon can go where they need to be. They have first right of refusal. We will work with them. That's not an issue. Currently we have a contract with AT&T. They also want to go on the water tank. We would manage both, to ensure that the horizontal separation was met, that all of the antennas were in different locations on the

tank, still providing the much needed coverage in the area. AT&T also only has one site on the highway, it's on the same tower as Verizon's so there is a definite need for the tank. There is more to just collocation and putting on a tank and making sure the antennas are painted to match. We want to keep the aesthetics of the water tank, and having a management agreement in place ensures that the local guys are here. As I stated, we are from Albuquerque, graduated from New Mexico State, so I grew up here, as did my business partner, so we are very familiar with the area. There is possible environmental SHIPO, NIPA, phase ones. All of these things have to be done through the state and federal level. FCC, FAA compliant, all of these things we would take care of and make sure that the other carriers did so as well. And as I stated before, the idea is to have all of the carriers here, both providing revenue for the city on a monthly basis, as well as coverage of the area. We have contracts with them. We work with them, and we make it as easy as possible for them and for you so that the end result is all of the carriers on the one site, all with painted to match antennas, all working with each other, making sure that there is separation so that there is no interference with the site and the existing 911 facility. So we would be managing and taking care to ensure that everything works in conjunction with one another, and I'm open for any questions that you may have.

Commissioner Clark stated that she is having a little bit of a problem here that we just heard from Amy and she is talking Verizon and now we're hearing from you, and you're saying Verizon, AT&T, Sprint, T-Mobile, those things. So are we listening to two different options for the same thing, on the same tank? Can Verizon still be on the tower?

Sean Milks replied that they could still be at the tower. Verizon was here first. We will honor that and we will work with them to keep the site and their location of their azimuth. The azimuth is essentially the exact location of where their antennas go. Okay? We're not trying to step on anyone's toes. We want everyone to be here. We're just simply going to manage the situation. This is AT&T's drawings, and we will ensure that when AT&T goes, they will not be interfering with Verizon because if Verizon is being interfered with, AT&T is being interfered with. But each FCC wireless carrier has their own frequencies. These frequencies are completely different. Verizon is at 900 MHz. AT&T is at 1900. And so although there has to be separation, it doesn't have to be vertical. It can be horizontal. AT&T's antenna's, T-Mobile, Sprint, Verizon, they use flat panel antennas. Some are 8 feet long. Some are 6 feet long. Some are wide. Some are narrow, but they are basically doing the same thing and they will all be at the same RAD center, so to speak, on the water tank, just at different azimuths. So Verizon might be at 012240. We would put AT&T at 3150270. We would put T-Mobile at a different azimuth, so they just rounded the tank and provided the coverage for the area. If T-Mobile or AT&T is looking at the tank and they're putting up their antennas, if they are interfering with Verizon, they are in turn interfering with themselves. So there would need to be definite separation. We have multiple water tanks throughout the state, throughout the country, throughout the world that have multiple carriers on it right now, at the same radius center. So there is just a separation but that is a pretty big water tank and there is a lot of room on it. As long as Verizon didn't say, "Well we want to go at

this location and we want 10 feet on either side," that's where our management comes in because we know that they don't need. We know that the separation doesn't have to be that far away. We also know that the radio frequency engineers for each specific company knows within a propagation study on how far it is shooting out so that it does not interfere with each other. They always play nice in the sandbox and you've just got to build the sandbox and make sure that everyone is doing what they're supposed to.

Commissioner Hechler asked how many antennas are we talking about here total?

Sean Milks stated that AT&T will have six. I could tell you T-Mobile will probably have six and Sprint typically uses three, one per sector. Now herein is the management proposal from Gravity Pad is as we move into 5G, as things happen, antennas have to be changed out, so you have to ensure everyone is doing what they're supposed to, per the lease agreement, making sure it's painted to match, making sure that they are sharing the fiber if it is available, the power, the ground equipment, everything. There is going to be maintenance, with trash and graffiti, and weeds, and stuff like that. We are proposing we take care of all of this so that it is nothing on the city. If an issue arises, you call me and I come down here and we handle the situation because we know and have done it many times.

City Attorney Rubin stated that he is glad Mr. Milks and Ms. McKenzie are here. Just backing up to when we were approving the agenda, and this goes back to the conversation I had with the Mayor a couple of days ago, when we were discussing the agenda. I think the assumption was that Verizon and Gravity Pad were competitors, that the position the city was in was that we had to pick maybe one proposal, and that would bar us from considering the other proposal. That was part of the reason why we decided to have this spread out. This special use permit hearing is kind of spread out so you would have an uncomfortable situation where you're giving a special use permit presentations the same day and you're cross examining each other the same day and that so that is kind of like involved in that, in giving that advice but in listening to Mr. Milks, you seem to be saying that the two of you are not necessarily competing. I don't really know where we are because I know, Commissioner Clark, you asked and the Mayor asked.

Amy McKenzie stated that her competition is with AT&T. It's not necessarily Gravity Pad. They're essentially like a property manager for a house. They're going to manage the property and I'm a tenant.

Mayor Green stated that he would like to leave it the way we have set this up. He thinks the public has a right to, since this has been a concern of some of the public, they have heard the presentations now, it will be advertised that we will have public hearings, where the public will have an opportunity to chime in.

City Attorney Rubin addressed a couple of points. It was set for today, and we had advertised it as such. But I believe that if we make the announcement right now as to when these special use permit hearings will be held, I think that would be sufficient, as

far as giving public notice. So Ms. McKenzie, we talked about Verizon giving their presentation for the special use permit November 14. Is that satisfactory to you?

Amy McKenzie stated yes.

City Attorney Rubin stated that Mr. Milks will present again on December 12th for your company. Is that satisfactory?

Sean Milks responded yes.

Rhonda Brittan addressed the Commission related to:

1) My little speech has been completely changed because my understanding was that there was going to be a tall antenna up there that is going to require a red flashing light, and that would just destroy the night sky for the downtown historic district. You just don't need a big blinking light all night telling you that yes, it is possible to dial 911. I just thought that would be completely inappropriate, detrimental to the downtown historic district which everybody has spent so much time in establishing, delineating the historic district, peppering it with historic building designations and trying to protect something that is very fragile, our tranquility. So this was my big concern was that this tranquility is getting nicked away between the military flyovers, the off-highway vehicles, the mine, which is also having their hearings today, a hospital helicopter and things like that. The other thing is okay. But there are toxic effects that are going to affect the downtown tranquility and the healing that happens down there. So this was my concern and I'm wondering about the need now that the antennas have changed remarkably since my last experience with this discussion, and it sounds like they don't require right now a red flashing light. But what about 6G, 7G, 8G? They're going to require oh, we're going to propose a higher antenna, but we're established there. So we are already in so you may as well get us this extra 20 feet of antenna with red flashing lights. You know what? I just don't want that to happen to the town. Okay, well thank you guys so much. I really appreciate your monumental effort that you all make here and the time that you all spend in protecting the citizens of the town. I really appreciate your efforts. Thank you.

Mayor Pro-Tem Whitehead asked Ms. Brittan to state her name for the record.

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.

Mayor Pro-Tem Whitehead moved to approve the Consent Calendar as noted. Commissioner Clark seconded the motion.

Motion carried unanimously.

G. PUBLIC HEARINGS

- 2. 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**

Item was postponed until the November 14th meeting.

- 3. 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**

Item was postponed until the December 12th meeting.

H. ORDINANCES, RESOLUTION, & 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:**

Item was postponed until January 9, 2019.

- 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:**

Item was postponed until January 9, 2019.

- 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:**

Grant/Projects Coordinator Burnette stated this resolution will authorize the application to the New Mexico Finance Authority for a Colonias infrastructure requesting assistance for us to go forward with a complete, total water system, planning document. We're actually going to be changing the wording to that as a preliminary engineering report. It has been suggested that, that is better wording for financial assistance. By doing a complete water application planning document, we will be in a better position to request funding from not only a future Colonias for water infrastructure projects but actually any of the funding sources. So it will encompass our entire water distribution system. Right now our current PER is specific only to the downtown water lines. So I'm requesting approval of the resolution for a complete T or C municipal water system improvements plan. We will be requesting approximately \$100,000. We have had quotes from different engineers that I have reached out to that say we would be looking at anywhere from \$80,000 to \$100,000 for a complete plan. Colonias infrastructure is a loan portion

of 10% and a cash match of 10%. So if we applied for and received the \$100,000 we would be looking at a \$10,000/\$10,000 match loan component.

Mayor Green moved to 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. Mayor Pro-Tem Whitehead seconded the motion. Roll call vote was taken by the Acting City Clerk.

Motion carried unanimously.

4. Discussion/Action: Resolution No. 18 18/19 Budget Adjustment. Melissa Torres, Finance Director:

Finance Director Torres stated the City of Truth or Consequences Finance is requesting the following budget adjustments:

- PD Confidential Fund 297, \$4,360, increased to purchase radios for the PD.
- CDBG Fund 314, transfer out \$326,341.45. This is due to the manhole project being completed. And we are putting the money back to the home source of it.
- Water transfer in \$276,341.45. The increase in will take care of the originated for this manhole project, where we have the start money.
- Water expense fund 504, \$160,000. This will be for the rehab project for Well 8, wastewater transfer in, Fund 506, \$50,000. Again, this is also originating the funds from the CDBG project.

Mayor Pro-Tem Whitehead moved to approve Resolution number 18 18/19, budget adjustment, as presented by Melissa Torres, our Finance Director. Commissioner Baca seconded the motion. Roll call vote was taken by the Acting City Clerk. Motion carried unanimously.

I. UNFINISHED BUSINESS:

1. Discussion/Action: Identify and approve specific streets for improvements using allocated funds. Traci Burnette, Grant/Projects Coordinator:

Grant/Projects Coordinator Burnette stated as discussed in a previous meeting, we are back before you for the Sims and McAdoo project, minus the water lines. This would be for streets only. The Streets Department has identified different section of the street from the sidewalks. So on McAdoo, Sims, and Daniels, specifically between the Foch Street and Clancy Street areas that are in need of improvements, we received \$100,000 for capital appropriation, as well as a donation in the amount of \$26,000 to put towards the McAdoo section in front of Sierra Grande Lodge. We have with you a list of the streets, broken down within that project area, a cost for each one of the improvements

on those streets. We've also included a section of Kruger, which is a section of roadway that was not completed in streets department LGRF fund.

Streets Supervisor Fuentes stated you're all familiar with the McAdoo project. We took off the concrete curb and gutter and stuff because that's done already on those streets. So what I'm proposing is to come in and reclaim these streets, and then put a 2 inch overlay of asphalt on. On Clancy all the way down to Foch would probably be a good one because I haven't seen any water leaks on that street. So we could do those two blocks and it shouldn't be a problem. The one I wouldn't recommend to do would be the one in front of the bank, and in front of City Hall because they've had problems with that sewer line right there and they keep digging it up. So we'd be wasting our money I right there. We got the other little stretch done right there in front of City Hall, so we can do that too.

Mayor Green followed up on one more thing that Commissioner Clark had said. So Sims, between Clancy and Daniels, I understand that the piping is really suspect, the drain, the hot water ditch, etc. Without a penny, is there anything you could road wise, to beautify that stretch of road?

Streets Supervisor Fuentes said the cheapest thing we can do on that road to make it better, would be to throw a chip seal on it, which is way cheaper than doing asphalt or anything like that. It will seal that road up and make it look 100 times better.

Mayor Pro-Tem Whitehead moved to approve the Streets Project presented by Grant/Projects Coordinator Burnette and Streets Supervisor Fuentes. Commissioner Clark seconded the motion. Motion carried unanimously.

2. Discussion/Action: Final approval of the Tower Lease Agreements and rental fees for KOB, KASA, and KRQE. Bo Easley, Electric Division Director:

Electric Department Director Easley is bringing back to you the final approval of the tower lease agreement and rental fees for KOB, KASA, and KRQE. He and Melissa Torres did have conference calls with all three individual companies. We came to agreement with them to go ahead and keep the same cost of rental agreements up on the towers. I believe KASA was \$500, KOB was \$500, and KRQE was going to remain \$1,600. The reason why KRQE is so much higher is they broadcast quite a few more. They broadcast KRQE Fox New Mexico, KWBQ, KASY, KREZ, KBIM, and KRWB.

Mayor Pro-Tem Whitehead moved to approve Final approval of the Tower Lease Agreements and rental fees for KOB, KASA, and KRQE as presented by Electric Department Director Easley. Commissioner Baca seconded the motion. Motion carried unanimously.

3. Discussion/Action: Live/Work Special Use Permits on Commercial Buildings. Steve Green, Mayor:

Mayor Green stated that he has a little bit of a concern that we only have so many commercial buildings in our city that generate GRT, to help us run the city. And already, in our historic hot springs district, we have two promotional buildings that are strictly not live/work, but live. And that doesn't do us any good. Within the last two months, we have approved two special permits for live/work. It occurred to me that if the business closes and they go out of business, now we have a commercial building as a residence, full time, not generating any money. And we have no mechanism to ask them to leave, to open up another business. I will tell you that when I served with Commissioner Montgomery, Laurie Montgomery, we did discuss this. And we got up to the point of coming up with some numbers that we felt would be fair, and not discourage people from opening up businesses for live/work downtown, but also protect the city's interest as it goes further because in my nightmares, in 20 years, we could have 90 people living downtown, which would be great, and we don't have any businesses downtown. And then where are they going to go, and how are we going to get that GRT? We never were able to come to something that was fair and reasonable at that commission level. But everyone felt it was important that we do something. I realized the value of live/working in our downtown. It's security for our police force. It shows more activity of people walking on the streets. If you want to own a business, open up a business and there is room to live in the back of that business, why should you rent a house or build a house? It doesn't make any sense. It discourages that type of growth. My concern is what happens if the business closes down, number one? Do we require them to be open a number of days? I know this is not back east, but in some of the leases that you sign, you are required to be open so many hours, so many days a week. Otherwise you did not sign that lease. You weren't given that opportunity. This is our community, and it's different. And I'm not trying to make it what it is back east. But I am trying to protect the community as we move forward with this gem. Rhonda Britton talked about this precious thing that we have, which is our historic hot springs district that separates us from any other community in the world. I'll use Commissioner Clark's word, on the planet. And I want to make sure that that stays. That culture of that downtown stays and doesn't become, in 20 years, a residential area. And then where do businesses go? No place. We have no business. Mr. Fenn talks about strictly a bedroom community, which is beds, and you do your shopping someplace else. So that's what I wanted to have a discussion with my fellow commissioners on, to see if there is something that we could come up with, and maybe we start this discussion and we continue it at the next meeting till everyone is comfortable that we think it's fair and reasonable to put in an ordinance that requires you close your business, you have to open up another business in such a period of time or vacate. So I'm open for ideas and suggestions, or comments.

Commissioner Clark stated she has a place right down in that downtown area myself, a couple of them actually, I have a couple of thoughts. One is that a couple of these buildings are actually apartment buildings. The ones that are kind of open that would be for businesses, a lot of the ones that I'm aware of are rented. So that being said, I think

the two special permits that we approved were on a rental property, not on a purchased property. Is that correct?

Mayor Green replied, right.

Commissioner Clark continued, I think when you have something zoned commercial that unless it's like grandfathered in a different direction, that commercial means commercial. And I think it's nice, personally, to have people living in the buildings. But I also believe that if we're going to give a special use permit and they're saying they're going to be open for business, that open for business means open for business. And you can go out of business easily in this town. I see that happen a lot. But then again, are they just still paying rent on those properties? It's a really difficult call.

Commissioner Hechler he would like to have somebody from your staff or communities that are already doing this, and maybe even ask them for a copy of their special use permit, to see what they're doing. I guess a point I want to make is if all of the businesses turn residential, all of sudden, we're not only losing GRT, but our businesses are losing the opportunity of having extra customers. So I think we have to go at this with that in mind. And so I would like to see us define it on the permit that they have to be open so many hours per week of operation for a commercial business and/or that you have to vacate within six months if the business fails or whatever else. But we need to stipulate those things out. And I'm hoping some other communities have had this discussion and have already instituted something similar. And I'd like to get a copy of their special use permits, or how they go about doing those things, so that we have more information to make our decision on.

Mayor Green stated his focus was downtown, when all of a sudden we had two special use permits hit us, live/work within two months. That's what started me thinking about this. I would like to eventually craft an ordinance that's fair and reasonable and is not an impediment to people opening up a business and living in a building. It should be for all commercially zoned areas of the city.

No action was taken on this item.

J. NEW BUSINESS:

1. Discussion/Action: Award ITB 18-19-003 for Well No. 8 Rehabilitation Project. Pat Wood, CPO:

CPO Pat Wood stated they are here to award for bid ITB 18-19-003 for Well No. 8 Rehabilitation Project. They had a bid opening on Tuesday, September 25th at 2:00 P.M. and they received 3 bids for this project. A recommendation is being made by Wilson and Co. to award the bid to Hydro-geological Services Incorporated in the amount of \$100,069.55.

CITY COMMISSION OCTOBER 24, 2018 REGULAR MEETING MINUTES

Commissioner Clark asked if Wilson & Co. did the bid item breakdown of what needed to be done on that Well because her concern is that we are not re-casing the well.

CPO Pat Wood stated, Alpha Southwest took videos of the inside of the well last May, to find out what they needed to do.

Mayor Green asked if the money was already appropriated.

CPO Pat Wood stated yes, the money came from the CDBG Grant.

Commissioner Clark stated that her only concern is if we are doing all of this money, and we are not re-casing it if it needs to be, then that casing might collapse on us. She is wondering why we aren't doing the whole thing at the same time, but if they feel that it is not needed then she will go along with it. She just wanted to note her concern of the well not being re-cased.

Mayor Green asked Pat Wood if it would be possible to get Commissioner Clark a copy of the engineering report.

Commissioner Hechler asked for a life expectancy of the casing that is there now.

Interim City Manager Cantin stated that she received a response from Arnie Castaneda that the well does not need re-casing.

The Commission asked that they still receive the reports.

Commissioner Hechler moved to approve Award ITB 18-19-003 for Well No. 8 Rehabilitation Project to Hydro-geological Services Incorporated for 100,069.55 as presented by Pat Wood, with the stipulation that they contact the company that was suggested to see if the well needs to be re-cased and to try and determine the life expectancy of the well casing, so they can make any changes if needed. Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

2. Discussion/Action: 1st Quarter DFA Budget Report. Melissa Torres, Finance Director:

Finance Director Torres presented the 1st Quarter DFA Budget Report:

- This is the 1st quarter, that's from July 1st to September 30th, to go over our revenue and expenditures.
- The General Fund is up at 27.57. As you know, the first quarter, we should be at 25 percent. On the revenue, anything less than 25 percent is Utility Office Fund 502, which is 21.85.
- Solid Waste Fund 505, is down 23.69.
- Golf Course Fund 508 is down 19.56.

CITY COMMISSION OCTOBER 24, 2018 REGULAR MEETING MINUTES

- Going on to the expenditures, again, just summarizing, the one to bring attention would be the City Manager's Office. It's up 46.48. However, looking at the General Fund as an overall, we are within our boundaries. It's at 22.88.
- On our enterprises, including the swimming pool, our expenditures for higher than the 25 percent is the Water Division Fund, 504. They're up 31.20.
- Solid Waste Fund 505, they are up 30.26.
- Waste Water, they're up 37.76.
- Airport Fund 509, they're up 34.97.
- Moving onto our revenue and expenditures for special funds, the one to bring your attention for the revenue, the LEPF, we are up 91.37. Expenditures to bring to your attention on the special revenue is the LEPF, and we are up 27.99.
- Moving on to our next on our capital revenue and expenditures, the summarized for Capital Fund 300s, we're up on our Impact Fees for revenue, 3492.19.
- Fund 314, the CDBG, revenue is up 215.71.
- Expenditures over 25 percent, Veterans' Ball, 27.22.
- Fund 505, General Capital, 73.85.
- Capital Joint Utilities, 32.80.

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)

Mayor Pro-Tem Whitehead moved to approve going into executive session at 11:33 a.m. to discuss Threatened or Pending Litigation (Augustin Plains Ranch, LLC v. Tom Blaine et al.) Pursuant to 10-15-1(H.7); Threatened or Pending Litigation (Ashbaugh v. City of Truth or Consequences) Pursuant to 10-15-1(H.7); and Limited Personnel Matters (City Manager Recruitment), Pursuant to 10-15-1(H.2). Commissioner Baca seconded the motion. Roll call vote was taken by the Clerk-Treasurer.

Motion carried unanimously.

Mayor Green reconvened the meeting in open session at 12:25 p.m.

Mayor Pro-Tem Whitehead certified that only matters pertaining to Threatened or Pending Litigation (Augustin Plains Ranch, LLC v. Tom Blaine et al.) Pursuant to 10-15-1(H.7); Threatened or Pending Litigation (Ashbaugh v. City of Truth or Consequences) Pursuant to 10-15-1(H.7); Pursuant to 10-15-1(H.2) was discussed in Executive Session and no action was taken.

Commissioner Hechler moved that in regards to threatened or pending litigation, Augustine Plains Ranch LLC versus Tom Blaine et al. that we authorize our

attorney, Mr. Appel to file an appearance on a limited basis and keep abreast of this litigation. Mayor Pro-Tem Whitehead seconded the motion. Roll call vote was taken by the Clerk-Treasurer.

Motion carried unanimously.

Mayor Green called a 5 minute break at 12:28 p.m.

Mayor Green reconvened the meeting at 12:33 p.m.

Continued...

J.2. Discussion/Action: 1st Quarter DFA Budget Report. Melissa Torres, Finance Director:

Finance Director Torres reported our system at the beginning of the fiscal year, we have to load what DFA and yourselves have approved. Based on that, it's based on itemized. Each accounting line has its own budget, and when a purchase is being done, she's able to see if this was something that is within the means of their budget, or if it's not. Now, I just implemented, about six months ago, because there were a lot of departments that were putting their departments in the negative in those accounting lines, and we were getting the go-ahead on our previous city manager to go ahead and keep on going. However, again, we have to ensure that we're complying with DFA, too, you know, and so here we are expending stuff that we don't even have money in that particular account, so one of the things that I implemented about six months ago, I said, okay, if you have no money, I advised Pat, because that's what's nice about being in Finance, where you're able to have that umbrella that you can oversee and say, okay, Pat, at this point, don't approve any purchases that are in the negative, unless they have talked to Renee or myself to do a budget transfer, so what we need you guys to do in the departments is, you can go ahead and put the requisition in the system, but just put it as a hold until we transfer the funds to make sure that it's a clear purchase, and that's what we've been having to do. For the most part, it's working really well, but some departments are still old school, so they're having a hard time to understand why that's so important, but it's like writing a check without money, in a sense. We have to be cognizant of that, of our budget, and ensure that we're not operating our accounting lines at a negative. Right now, you have Tracy Burnette, as our Grant Coordinator and Community Development, but then you also have Susanna Diller, which we're still budgeting the rest of her wages and her benefits. You have to do that, because if we don't, then we're going to put that particular expenditure into a negative. That's one thing that we weren't doing before I came, and bless the Department's heart, I don't know how they did it, because before I came, the benefits weren't even figured into these employees, and they have to be figured into, because guess where they're going to have to get the money from? Their operational money, and that's what they were doing. They were taking their operational money and covering these benefits. That's something that changed when I came and oversaw payroll, is as soon as we load a budget, we're loading benefits, too, so that particular department isn't having to worry about their operational funds to cover those benefits, because you're looking at almost \$10,000 if it's a family. That's a lot of money for somebody like Streets or Facilities to

have to account for that, when we're already using 69 percent of our budgets in wages, in personnel.

No action was taken.

**J.3 Discussion/Action: Marketing Campaign for Truth or Consequences.
Steve Green, Mayor:**

Mayor Green began by saying for ten years, people have stood up in front of us and say I was born here. Well, when is the last time that anyone made the decision where to be born? Basically, it took them five years to realize that what they're really saying is, I'm honoring my parents, that they were here, and they decided to stay here. We have heard, it's the old timers, it's the new timers, and frankly, it's divisive, our whole country is divisive right now, by the way, and I thought, what could we do to make our city try to come together and not be so... he said, she said, I was here longer than you, therefore my voice is more valuable, my opinion is more important than yours... I thought about the idea of a program, I chose T or C, in the form of a heart, and a pin, that everyone would wear, we would get 6,000 of these, every citizen who lives here today, chose to move here or to stay here, that's what keeps us coming, that's the commonality of us all, and I thought it would be a great marketing, I think we'd get a lot of publicity, I think we'd get in the Guinness Book of World Records, so that was just my idea, if you guys can just think about it, we don't have to necessarily take action now. If you think it's a good idea, I'll look for the money. I think these pins are about a buck each or something like that, so we're talking about 6,000, but can you imagine, 6,000 people, kids going to school, adults walking down the streets, and everyone wearing a pin that's recognized, that says, I chose T or C. That makes us all equal, and I think that's all we ever ask of anybody, just to be equal with someone else. That's my idea.

Mayor Pro-Tem Whitehead said she thinks it has got some merit, but getting everybody to wear this, the little badges... why not just get five, one for each of us, one for Renee, and one for Angela?

Mayor Green responded we could start, and see if people would say, what is that about.

Discussion ensued regarding the idea of the pins. No action was taken.

REPORTS:

1. City Manager:

Interim City Manager Renee Cantin reported:

- Chief Aragon is returning to work Monday the 29th, but he'll be gone for two weeks at his recertification class beginning Monday.
- There's a public hearing for the roundabouts on November 14th at 4:00 P.M. in the Red Room.

2. City Attorney:

- No reports.

3. City Commission:

Hon. Steve Green:

- No reports.

Hon. Sandra Whitehead:

- No reports.

Hon. Kathy Clark, Commissioner:

- No reports.

Hon. Rolf Hechler, Commissioner:

- No reports.

Hon. Paul Baca, Commissioner:

- No reports.

1. EXECUTIVE SESSION:

Limited Personnel Matters (City Manager Recruitment), Pursuant to 10-15-1(H.2).

Mayor Pro-Tem Whitehead moved to approve going into executive session at 1:00 p.m. to discuss Limited Personnel Matters (City Manager Recruitment), Pursuant to 10-15-1(H.2)

Commissioner Hechler seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Green reconvened the meeting in open session at 2:25 p.m.

Mayor Pro-Tem Whitehead certified that only matters pertaining to Limited Personnel Matters (City Manager Recruitment), was discussed in Executive Session and no action was taken.

Passed and Approved this ____ day of _____, 2018.

Steven Green, Mayor

ATTEST:

Angela A. Torres, CMC, Acting City Clerk



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

ITEM:

Approve the minutes of the City Commission Special Executive Meeting for November 15, 2018.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

SUPPORT INFORMATION:

November 15, 2018 Minutes.

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
THURSDAY, NOVEMBER 15, 2018

A. CALL TO ORDER

The meeting was called to order by Mayor Green at 5:00 p.m., who presided and Angela A. Torres, Acting City Clerk-Treasurer, acted as Secretary of the meeting.

B. ROLL CALL

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

Hon. Steve Green
Hon. Sandra Whitehead
Hon. Kathy Clark, Commissioner
Hon. Rolf Hechler, Commissioner
Hon. Paul Baca, Commissioner

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

C. PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Whitehead led the Pledge of Allegiance.

D. EXECUTIVE SESSION

1. Limited Personnel Matters (City Manager Applications/Recruitment)
Pursuant to 10-15-1(H.2)

Mayor Pro Tem Whitehead moved to approve going into executive session at 5:04 p.m. to discuss Limited Personnel Matters *Pursuant to 10-15-1(H.2) City Manager Applications/Recruitment*. Commissioner Hechler seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Green reconvened the meeting in open session at 6:23 p.m.

Commissioner Hechler certified that only matters pertaining to Limited Personnel Matters *Pursuant to 10-15-1(H.2) City Manager Applications/Recruitment* was discussed in Executive Session and no action was taken.

**L. ACTION ON ITEMS DISCUSSED DURING EXECUTIVE SESSION, if any.
ADJOURNMENT**

CITY COMMISSION NOVEMBER 28, 2018 REGULAR MEETING MINUTES

No action was taken.

M. ADJOURNMENT

**Commissioner Hechler moved to adjourn at 6:25 p.m.
Commissioner Clark seconded the motion. Motion carried unanimously.**

Passed and Approved this ____ day of _____, 2018.

Steven Green, Mayor

ATTEST:

Angela A. Torres, CMC, Acting City Clerk



E.4

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

ITEM:

Approve the minutes of the City Commission Special Executive Meeting for November 28, 2018.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

SUPPORT INFORMATION:

November 28, 2018 Minutes.

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, NOVEMBER 28, 2018

A. CALL TO ORDER

The meeting was called to order by Mayor Pro-Tem Sandra Whitehead at 8:00 a.m., who presided and Angela A. Torres, Acting City Clerk-Treasurer, acted as Secretary of the meeting.

B. ROLL CALL

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

Hon. Steve Green – Arrived at 8:18 a.m.
Hon. Sandra Whitehead
Hon. Kathy Clark, Commissioner
Hon. Rolf Hechler, Commissioner
Hon. Paul Baca, Commissioner

Also Present: Renee Cantin, Interim City Manager
Angela A. Torres, Acting City Clerk-Treasurer

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

C. PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Whitehead led the Pledge of Allegiance.

D. EXECUTIVE SESSION

1. Limited Personnel Matters *Pursuant to 10-15-1(H.2) to review, conduct interviews of applicants and selection for the City Manager Position.*

Commissioner Hechler moved to approve going into executive session at 8:07 a.m. to discuss Limited Personnel Matters *Pursuant to 10-15-1(H.2) to review, conduct interviews of applicants and selection for the City Manager Position.*

Commissioner Clark seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Green reconvened the meeting in open session at 3:24 p.m.

Mayor Pro-Tem Whitehead certified that only matters pertaining to Limited Personnel Matters *Pursuant to 10-15-1(H.2) to review, conduct interviews of*

CITY COMMISSION NOVEMBER 28, 2018 REGULAR MEETING MINUTES

applicants and selection for the City Manager Position was discussed in Executive Session and no action was taken.

**L. ACTION ON ITEMS DISCUSSED DURING EXECUTIVE SESSION, if any.
ADJOURNMENT**

No action was taken.

M. ADJOURNMENT

Mayor Green moved to adjourn at 3:26 p.m.
Commissioner Hechler seconded the motion. Motion carried unanimously.

Passed and Approved this ____ day of _____, 2018.

Steven Green, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



E5

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

ITEM:

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

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

SUPPORT INFORMATION:

August 20, 2018 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. 3rd 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 Ambrogio, 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 existing 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 28th.
- 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 20th day of August, 2018.



Jeff Dornbusch, Vice Chairman
Public Utility Advisory Board

E.6



CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

ACCOUNTS PAYABLE – NOVEMBER 2018

BACKGROUND:

[Click here to enter text.](#)

STAFF RECOMMENDATION:

SUPPORT INFORMATION:

Accounts Payable List for November 2018



Truth or Consequences

EOM AP Report By Fund

Payment Dates 11/01/2018 - 11/30/2018

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
NM SELF INSURERS FUND	102918	11/01/2018	GENERAL LIABILITY	101-1007-46732	94,173.36
CITY UTILITIES	102918	11/01/2018	CITY UTILITIES CYCLE C&D	101-1018-43780	6,155.27
NM SELF INSURERS FUND	102918	11/01/2018	GENERAL LIABILITY	101-1018-46732	16,390.71
NM SELF INSURERS FUND	102918-1	11/01/2018	VEHICLE INSURANCE	101-1018-46733	10,042.06
MANANA	110-18	11/01/2018	CONTRACT/VETERANS PARK	101-1009-48599	900.00
BEATRICE SANDERS	110818	11/01/2018	ADVANCED TRAVEL/RUIDOSO	101-1002-60576	203.68
ALARM CONTROL TECHNOLOGI...	183616/183617	11/01/2018	MONTHLY FIRE ALARM MONIT...	101-1014-47410	26.97
ALARM CONTROL TECHNOLOGI...	183616/183617	11/01/2018	MONTHLY FIRE ALARM MONIT...	101-1014-47410	26.97
DOWNTOWN DECORATIONS, I...	28475	11/01/2018	70 SMM COOL WHITE LED ICICL...	101-1014-43407	458.78
CYNTHIA OLSON & ASSOCIATES,...	29540	11/01/2018	Mediation Services 8 hrs @ 125...	101-1003-48598	674.22
CYNTHIA OLSON & ASSOCIATES,...	29540	11/01/2018	Trave 4.5 hrs @ 62.50 per hr	101-1003-48598	281.25
ARMJO'S CASA BONITA	43403	11/01/2018	Install glass insert parts/labor	101-1014-43403	298.38
CHERRILL'S WESTERN	572851	11/01/2018	Wrangler Chambray Shirts/short ...	101-1014-42620	60.00
CHERRILL'S WESTERN	572851	11/01/2018	Wrangler Denim Shirt/ long sle...	101-1014-42620	69.00
CHERRILL'S WESTERN	572851	11/01/2018	Wrangler Jean/Peter Baca	101-1014-42620	138.00
BRADY INDUSTRIES, LLC	5937681	11/01/2018	toilet tissue	101-1014-44607	176.00
BRADY INDUSTRIES, LLC	5937681	11/01/2018	micro filter sensor vacuum	101-1014-44607	96.00
BRADY INDUSTRIES, LLC	5937681	11/01/2018	center pull paper towels	101-1014-44607	360.00
BRADY INDUSTRIES, LLC	5937681	11/01/2018	Fuel Charge	101-1014-44607	4.00
BRADY INDUSTRIES, LLC	5937681	11/01/2018	spray triggers	101-1014-44607	10.20
BRADY INDUSTRIES, LLC	5937681	11/01/2018	clorox bleach	101-1014-44607	21.20
BRADY INDUSTRIES, LLC	5937681	11/01/2018	hand sanitizer	101-1014-44607	51.00
INTEGRATED TECHNOLOGIES G...	6448	11/01/2018	IT SERVICES 10/18	101-1004-48599	4,924.22
GRAINGER, INC.	9936617878	11/01/2018	Stage light 300watt 120V large ...	101-1014-43403	217.00
GRAINGER, INC.	9936617878	11/01/2018	spotlight bulb quartz halogen	101-1014-43403	288.10
GRAINGER, INC.	9936617878	11/01/2018	Stage light 300 watt 120v med ...	101-1014-43403	108.25
SIERRA AUTO/CARQUEST	ID-236780	11/01/2018	Trailer Connector - G26555	101-1014-47420	13.60
SIERRA AUTO/CARQUEST	ID-236780	11/01/2018	Dust Cap - G-26555	101-1014-47420	4.99
SIERRA AUTO/CARQUEST	ID-236783	11/01/2018	Front brake pads - G-84205	101-1007-47420	52.47
SIERRA AUTO/CARQUEST	ID-236783	11/01/2018	Rear brake pads - G-84205	101-1007-47420	39.24
SIERRA AUTO/CARQUEST	ID-236916	11/01/2018	Switch-Universal for G-03030	101-1008-47420	13.50
SIERRA AUTO/CARQUEST	ID-237018	11/01/2018	Brake Rotors	101-1007-47420	178.38
SIERRA AUTO/CARQUEST	ID-237018	11/01/2018	Brake pads	101-1007-47420	46.69
SIERRA AUTO/CARQUEST	ID-237557	11/01/2018	Front brake pads (set) for G-84...	101-1007-47420	52.47
SIERRA AUTO/CARQUEST	ID-237557	11/01/2018	Rear brake pads (set) for G-842...	101-1007-47420	39.24
SIERRA AUTO/CARQUEST	ID-237769	11/01/2018	Lower Ball Joint	101-1009-47420	29.72
SIERRA AUTO/CARQUEST	ID-237769	11/01/2018	Upper Ball Joint	101-1009-47420	27.73
SIERRA AUTO/CARQUEST	ID-238022	11/01/2018	Blend door actuator/G-28464	101-1014-47420	50.52
GARY E. GAYLORD, CPA	TORC10272018	11/01/2018	SERVICES/CPA-AUDIT	101-1004-48596	2,761.15
BEATRICE SANDERS	101818	11/09/2018	MILEAGE DUE/ALBUQUERQUE	101-1002-42305	26.23
BEATRICE SANDERS	101818	11/09/2018	PER DIEM DUE/ALBUQUERQUE	101-1002-42310	19.40
ANGELA A. TORRES	101918	11/09/2018	MILEAGE DUE/ALBUQUERQUE	101-1001-42305	13.11
ANGELA A. TORRES	101918	11/09/2018	PER DIEM DUE/ALBUQUERQUE	101-1001-42310	51.00
NEW MEXICO GAS COMPANY, I...	102218	11/09/2018	GAS BILLS / NM WORKFORCE C...	101-1018-43780	27.44
NEW MEXICO GAS COMPANY, I...	102218	11/09/2018	GAS BILLS / ANIMAL SHELTER	101-1018-43780	34.99
NEW MEXICO GAS COMPANY, I...	102218	11/09/2018	GAS BILLS/GENERAL	101-1018-43780	470.14

EOM AP Report

Payment Dates: 11/01/2018 - 11/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MARIA GOMEZ	10262018	11/09/2018	REFUND DEPOSIT/CIVIC CENTER	101-1099-34348	250.00
CAROL TAVIS	10282018	11/09/2018	REFUND DEPOSIT/CIVIC CENTER	101-1099-34348	250.00
BIANCA CARDENAS	11032018	11/09/2018	REFUND DEPOSIT/CIVIC CENTER	101-1099-34348	250.00
VERIZON WIRELESS	110518	11/09/2018	CELL PHONE BILLS FY 18-19	101-1003-43775	111.74
VERIZON WIRELESS	110518	11/09/2018	CELL PHONE BILLS FY 18-19	101-1004-43775	111.74
VERIZON WIRELESS	110518	11/09/2018	CELL PHONE BILLS FY 18-19	101-1007-43775	465.35
VERIZON WIRELESS	110518	11/09/2018	CELL PHONE BILLS FY 18-19	101-1008-43775	109.28
VERIZON WIRELESS	110518	11/09/2018	CELL PHONE BILLS FY 18-19	101-1009-43775	55.87
VERIZON WIRELESS	110518	11/09/2018	CELL PHONE BILLS FY 18-19	101-1010-43775	111.72
VERIZON WIRELESS	110518	11/09/2018	CELL PHONE BILLS FY 18-19	101-1011-43775	55.87
VERIZON WIRELESS	110518	11/09/2018	CELL PHONE BILLS FY 18-19	101-1014-43775	111.74
MELISSA L. TORRES	111418	11/09/2018	ADVANCED MILEAGE/ALBUQU...	101-1004-42305	104.90
MELISSA L. TORRES	111418	11/09/2018	ADVANCED PER DIEM/ALBUQU...	101-1004-42310	145.60
KERIN SALCEDO	111418	11/09/2018	ADVANCED PER DIEM/ALBUQU...	101-1004-42310	145.60
SUN VALLEY, INC.	141320/6	11/09/2018	18" TAMPICO PUSH BROOM	101-1009-44607	23.98
SUN VALLEY, INC.	141320/6	11/09/2018	TRIMMER LINE PREMIUM .080	101-1009-44607	29.99
SUN VALLEY, INC.	141320/6	11/09/2018	4PK 9V ALKALINE BATTERY	101-1009-44607	31.98
SUN VALLEY, INC.	141320/6	11/09/2018	HT103-Z POLE PRUNER	101-1009-44607	563.86
SUN VALLEY, INC.	141320/6	11/09/2018	48" FBRGL HDL GARDEN HOE	101-1009-44607	35.98
TRACTOR SUPPLY COMPANY	200132361	11/09/2018	STEEL TOE BOOTS/O.J. HECHLER	101-1009-44615	139.99
O'REILLY AUTO PARTS, INC.	2162-376811	11/09/2018	Left fuel pump 19 gallon tank - ...	101-1007-47420	120.39
COOPERATIVE EDUCATIONAL S...	24-01623	11/09/2018	ANNUAL TYLER SUBSCRIPTION ...	101-1004-43770	9,049.24
COOPERATIVE EDUCATIONAL S...	24-01623	11/09/2018	ANNUAL TYLER SUBSCRIPTION ...	101-1007-43770	8,935.18
NU-WAY LAUNDRY & CLEANERS	31503	11/09/2018	CLEANING OF CITY RUGS	101-1014-44607	155.77
STAPLES CONTRACT & COMME...	3394033169	11/09/2018	Stapler	101-1012-44606	2.61
STAPLES CONTRACT & COMME...	3394033169	11/09/2018	Sortkwik Finger Moistener	101-1012-44606	1.49
STAPLES CONTRACT & COMME...	3394033169	11/09/2018	AA Batteries/24 pk	101-1012-44606	10.13
STAPLES CONTRACT & COMME...	3394033169	11/09/2018	AAA Batteries/16 pk	101-1012-44606	16.25
SIERRA VETERINARY SERVICES,L...	44370	11/09/2018	Open PO for the Animal Shelter	101-1008-48599	989.52
EWING IRRIGATION	6441477	11/09/2018	EWG 50LB EAGLE RYE BLEND	101-1009-44607	401.17
EWING IRRIGATION	6441477	11/09/2018	PR 40LB COVERGROW MULCH ...	101-1009-44607	395.86
U.S. DISTRIBUTING, INC.	833854	11/09/2018	Battery for G-84205	101-1007-47420	100.15
TDS	OCTOBER - TDS	11/09/2018	TDS FIBER INTERNET FY 18/19	101-1018-43780	5,408.19
GARY E. GAYLORD, CPA	TORC110318	11/09/2018	PROFESSIONAL SERVICES-CPA F...	101-1004-48596	4,347.62
CAROL TAVIS	09292018	11/14/2018	REFUND DEPOSIT/CIVIC CENTER	101-1099-34348	125.00
SIERRA COUNTY SENTINEL	103794	11/14/2018	NOTICE - SALE OF REAL PROPER...	101-1004-43740	47.83
SIERRA COUNTY SENTINEL	103794	11/14/2018	NOTICE - SALE OF REAL PROPER...	101-1004-43740	46.46
SIERRA COUNTY SENTINEL	103795/103796	11/14/2018	PH - SPECIAL USE PERMIT - SEA...	101-1001-43740	26.64
SIERRA COUNTY SENTINEL	103795/103796	11/14/2018	PH - SPECIAL USE PERMIT - AMY...	101-1001-43740	26.63
SIERRA COUNTY SENTINEL	103795/103796	11/14/2018	NOTICE OF PUBLIC HEARING - ...	101-1001-43740	24.59
SIERRA COUNTY SENTINEL	103816/103818	11/14/2018	10/22/18 SPECIAL CC MTG	101-1001-43740	15.02
SIERRA COUNTY SENTINEL	103816/103818	11/14/2018	SOLICIT NAMES FOR SVH GOVE...	101-1001-43740	19.80
SIERRA COUNTY SENTINEL	103822	11/14/2018	Help Wanted - Advertise for Op...	101-1004-43740	53.44
SIERRA COUNTY SENTINEL	103837	11/14/2018	NOVEMBER 2018 MONTHLY M...	101-1001-43740	74.49
JAY RUBIN ATTORNEY AT LAW	110118	11/14/2018	LEAGAL SERVICES - OPEN PO FY...	101-1000-43597	5,069.96
NM BOARD OF VETERINARY M...	110218	11/14/2018	Animal shelter license	101-1008-43770	150.00
BEATRICE SANDERS	110918	11/14/2018	TRAVEL DUE/ALBUQUERQUE	101-1002-60576	50.92
CITY UTILITIES	111318	11/14/2018	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	2,503.39
HERALD PUBLISHING CO., INC.	11298/11299	11/14/2018	Help Wanted- Advertise for ope...	101-1004-43740	51.00
HERALD PUBLISHING CO., INC.	11599	11/14/2018	Trespass forms 3 part NCR for ...	101-1007-43740	215.00
HERALD PUBLISHING CO., INC.	11601	11/14/2018	ADVERTISEMENT FOR CITY MA...	101-1001-43740	98.95
HERALD PUBLISHING CO., INC.	11629	11/14/2018	NOTICE - SALE OF REAL PROPER...	101-1004-43740	52.13
HERALD PUBLISHING CO., INC.	11629	11/14/2018	NOTICE - SALE OF REAL PROPER...	101-1004-43740	48.83
HERALD PUBLISHING CO., INC.	11645	11/14/2018	PH NOTICE SRC PROPERTY - 11/...	101-1001-43740	36.46
AUTOZONE	2529570536	11/14/2018	Spindle/Steering Knuckle	101-1009-47420	163.99
AUTOZONE	2529570536	11/14/2018	Backing Plate	101-1009-47420	40.99
BANK OF AMERICA	426272	11/14/2018	Dawn dish soap	101-1008-44607	28.86
BANK OF AMERICA	426272	11/14/2018	Bounty paper towel	101-1008-44607	122.29
BANK OF AMERICA	461231	11/14/2018	DIGITAL VOICE RECORDER	101-1004-44606	43.23
FOXWORTH-GALBRAITH	7429895	11/14/2018	water heater element wrench	101-1014-43403	9.59

EOM AP Report

Payment Dates: 11/01/2018 - 11/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FOXWORTH-GALBRAITH	7429895	11/14/2018	electric water heater element 1...	101-1014-43403	14.89
FOXWORTH-GALBRAITH	7429895	11/14/2018	Thermostat non-programmable	101-1014-43403	19.99
FOXWORTH-GALBRAITH	7430539	11/14/2018	Drop Cloth 4x15	101-1014-43403	17.76
FOXWORTH-GALBRAITH	7430539	11/14/2018	Flat black exteriolr paint	101-1014-43403	116.96
FOXWORTH-GALBRAITH	7430539	11/14/2018	1 inch poly brush	101-1014-43403	6.27
BANK OF AMERICA	854890	11/14/2018	HOLIDAY TIME 61FT. WARM W...	101-1014-43407	282.91
BSN SPORTS	903495609	11/14/2018	18" TIE WRAPS - 100/PK - YELL...	101-1009-44609	165.00
BSN SPORTS	903495609	11/14/2018	YELLOW POLY CAP FENCE GAU...	101-1009-44609	990.00
COPPLER LAW FIRM PC	9833/9835/9836/9838	11/14/2018	LEAGAL SERVICES - OPEN PO FY...	101-1000-43597	6,070.74
GARY E. GAYLORD, CPA	TORC111018	11/14/2018	PROFESSIONAL SERVICES-CPA F...	101-1004-48596	3,037.73
WILDFLOWERS	101218	11/21/2018	Grant/Funding - Open PO FY 18...	101-1000-60725	250.00
SIERRA COUNTY TREASURER	103118	11/21/2018	Shuttle Vehicle Maintenance	101-1003-48599	4,731.38
SOUTHWEST SIGN SERVICE	10895	11/21/2018	3' X 3' WHITE ALUM SIGNS PER ...	101-1009-44609	211.50
TDS	110118	11/21/2018	INTERNET SERVICE/PD OPEN P...	101-1007-43775	443.77
CITY UTILITIES	111518	11/21/2018	CITY LANDFILL BILLS - OPEN PO ...	101-1018-43780	333.50
MELISSA L. TORRES	111618	11/21/2018	MILEAGE DUE/ALBUQUERQUE	101-1004-42305	26.22
KERIN SALCEDO	111618	11/21/2018	PER DIEM DUE/ALBUQUERQUE	101-1004-42310	24.40
MELISSA L. TORRES	111618	11/21/2018	PER DIEM DUE/ALBUQUERQUE	101-1004-42310	24.40
CLEO M. DAVIS	11172018	11/21/2018	REFUND DEPOSIT/CIVIC CENTER	101-1099-34348	400.00
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	101-1001-43775	536.12
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	101-1002-43775	94.02
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	101-1003-43775	563.46
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	101-1004-43775	534.38
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	101-1007-43775	192.73
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	101-1008-43775	92.40
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	101-1009-43775	242.15
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	101-1010-43775	493.85
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	101-1011-43775	24.25
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	101-1012-43775	208.69
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	101-1014-43775	304.08
SIERRA VISTA HOSPITAL	112018	11/21/2018	GRT DISTRIBUTION 09/18	101-1017-48599	22,613.26
BEATRICE SANDERS	112918	11/21/2018	ADVANCED MILEAGE/ALBUQU...	101-1002-42305	104.90
BEATRICE SANDERS	112918	11/21/2018	ADVANCED PER DIEM/ALBUQU...	101-1002-42310	77.60
WEX BANK	491852	11/21/2018	Unleaded Fuel - Open PO FY 18...	101-1003-43316	55.66
REED'S TIRE CENTER	5893	11/21/2018	Ironman Tires LT 265/70R17 for...	101-1009-47420	264.00
EWING IRRIGATION	6503461	11/21/2018	SCH 80 PVC PE PIPE	101-1009-44607	89.23
EWING IRRIGATION	6503461	11/21/2018	SCH 80 PVC 45 ELL SS	101-1009-44607	40.06
EWING IRRIGATION	6503461	11/21/2018	SCH 80 PVC WYE SSS	101-1009-44607	145.54
EWING IRRIGATION	6503461	11/21/2018	SCH 80 PVC UNION SS	101-1009-44607	131.95
WEX BANK	7658130	11/21/2018	Unleaded Fuel - Open PO FY 18...	101-1007-43316	32.44
GARY E. GAYLORD, CPA	TORC111718	11/21/2018	PROFESSIONAL SERVICES-CPA F...	101-1004-48596	2,227.97
XEROX CORP.	094853942	11/30/2018	METER USAGE - OPEN PO FY 18...	101-1012-44810	6.30
XEROX CORP.	095028245	11/30/2018	BASE CHARGE/METER USAGE O...	101-1001-44810	343.43
XEROX CORP.	095028246	11/30/2018	BASE CHARGE/METER USAGE FY...	101-1004-44810	231.92
XEROX CORP.	095028248	11/30/2018	Base Charge - Meter Usage Ope...	101-1007-44810	221.32
XEROX CORP.	095028250	11/30/2018	BASE CHARGE/METER USAGE O...	101-1002-60840	237.32
XEROX CORP.	095028265	11/30/2018	Base Charge/Meter Usage - Op...	101-1003-44810	357.69
TALON SEPTIC & POTTY SERVICE	110818	11/30/2018	Clean & Service Portables - Ope...	101-1009-47410	800.00
NM MUNICIPAL LEAGUE	112718	11/30/2018	Registration Fee/Traci Burnette	101-1010-42720	100.00
NM MUNICIPAL LEAGUE	112718-1	11/30/2018	Registration Fee/Renee Cantin	101-1003-42720	100.00
T OR C SCHOOLS	11282018	11/30/2018	REIMBURSEMENT/SCHOOL RES...	101-1099-34377	7,500.00
TURTLEBACK PEST CONTROL, L...	112918	11/30/2018	PEST CONTROL SERVICES - OPEN...	101-1014-44607	814.46
CITY UTILITIES	112918	11/30/2018	CITY UTILITIES CYCLE C&D/OPEN...	101-1018-43780	5,746.26
RENEE L. CANTIN	120518	11/30/2018	ADVANCED PER DIEM/ALBUQU...	101-1003-42310	152.00
MELISSA L. TORRES	120518	11/30/2018	ADVANCED MILEAGE/ALBUQU...	101-1004-42305	104.90
KERIN SALCEDO	120518	11/30/2018	ADVANCED PER DIEM/ALBUQU...	101-1004-42310	152.00
MELISSA L. TORRES	120518	11/30/2018	ADVANCED PER DIEM/ALBUQU...	101-1004-42310	152.00
TRACI L. BURNETTE	120518	11/30/2018	ADVANCED PER DIEM/ALBUQU...	101-1010-42310	152.00
KAUFMAN'S WEST, LLC	19335	11/30/2018	Discount	101-1007-42620	-110.00
KAUFMAN'S WEST, LLC	19335	11/30/2018	Cuff holder	101-1007-42620	23.25

EOM AP Report

Payment Dates: 11/01/2018 - 11/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KAUFMAN'S WEST, LLC	19335	11/30/2018	Nylon belt	101-1007-42620	30.50
KAUFMAN'S WEST, LLC	19335	11/30/2018	Duty belt	101-1007-42620	55.00
KAUFMAN'S WEST, LLC	19335	11/30/2018	Reebok boot	101-1007-42620	133.00
KAUFMAN'S WEST, LLC	19335	11/30/2018	Short sleeve shirts	101-1007-42620	203.98
KAUFMAN'S WEST, LLC	19335	11/30/2018	Long sleeve shirt	101-1007-42620	213.98
KAUFMAN'S WEST, LLC	19335	11/30/2018	Cargo pants	101-1007-42620	380.97
KAUFMAN'S WEST, LLC	19335	11/30/2018	4 star gold pins	101-1007-42620	17.98
KAUFMAN'S WEST, LLC	19335	11/30/2018	Button extender	101-1007-42620	11.98
KAUFMAN'S WEST, LLC	19335	11/30/2018	Badge holder	101-1007-42620	11.00
KAUFMAN'S WEST, LLC	19335	11/30/2018	Clip on tie	101-1007-42620	8.99
KAUFMAN'S WEST, LLC	19335	11/30/2018	Gold tie bar	101-1007-42620	5.99
QUILL CORPORATION	2282299	11/30/2018	Ball Point Pen - Blue Dozen	101-1010-44606	10.14
QUILL CORPORATION	2282299	11/30/2018	Ball Point Pen - Black Dozen	101-1010-44606	10.14
QUILL CORPORATION	2282299	11/30/2018	Desk/Hutch for ArcGIS	101-1010-44606	399.99
QUILL CORPORATION	2282299	11/30/2018	Notepad Paperclip Organizer	101-1010-44606	16.07
QUILL CORPORATION	2282299	11/30/2018	Desk Paper File Organizer	101-1010-44606	32.50
QUILL CORPORATION	2282299	11/30/2018	File Folder Sorter	101-1010-44606	19.79
QUILL CORPORATION	2435465	11/30/2018	Quill Brand All-In-One Mesh De...	101-1003-44606	29.33
QUILL CORPORATION	2435465	11/30/2018	ScanDisk Cruiser USB 2.0 Flash D...	101-1003-44606	19.78
QUILL CORPORATION	2435465	11/30/2018	Quill Brand 3- Tab Manila File F...	101-1003-44606	17.54
QUILL CORPORATION	2435465	11/30/2018	Quill Brand Heavy Duty 5" D-Ri...	101-1003-44606	83.67
PREMIER UNIFORMS & TACTICA...	31404	11/30/2018	5.11 performance polos short sl...	101-1007-42620	143.80
PREMIER UNIFORMS & TACTICA...	31404	11/30/2018	5.11 Performance mens long sl...	101-1007-42620	71.90
ROTARY CLUB OF TORC	3762	11/30/2018	Monthly Dues 8/18 - Juan Fuen...	101-1003-43770	49.50
ROTARY CLUB OF TORC	3775/3811/3854	11/30/2018	MONTHLY DUES - RENNE CANT...	101-1001-43770	165.00
ROTARY CLUB OF TORC	3821/3828	11/30/2018	Monthly Dues/Chief Aragon Rot...	101-1007-43770	145.00
B & H OIL CO.	46451	11/30/2018	Unleaded Fuel - Open PO FY 18...	101-1007-43316	3,376.90
B & H OIL CO.	46458	11/30/2018	Unleaded Fuel - Open PO FY 18...	101-1014-43316	925.53
B & H OIL CO.	46459	11/30/2018	Unleaded Fuel - Open PO FY 18...	101-1009-43316	376.32
B & H OIL CO.	46459	11/30/2018	Diesel Fuel - Open PO FY 18/19	101-1009-43317	113.80
B & H OIL CO.	46460	11/30/2018	Unleaded Fuel - Open PO FY 18...	101-1008-43316	342.62
INTEGRATED TECHNOLOGIES G...	6468	11/30/2018	IT SUPPORT FY 18-19	101-1004-48599	4,924.22
GARY E. GAYLORD, CPA	TORC112418	11/30/2018	PROFESSIONAL SERVICES-CPA F...	101-1004-48596	1,768.70
Fund 101 - General Total:					259,727.50

Fund: 201 - Corrections

NM JUDICIAL EDUCATION CENT...	110818	11/09/2018	JUDICIAL EDUCATION FEES	201-1903-44805	104.00
ADMINISTRATIVE OFFICE OF	110818	11/09/2018	DWI LAB FEES/PREVENTION FE...	201-1903-44805	184.00
SIERRA COUNTY TREASURER	110118	11/21/2018	Prisoner Care Open PO FY 18-19	201-1903-48710	2,660.00
Fund 201 - Corrections Total:					2,948.00

Fund: 209 - Fire

CITY UTILITIES	102918	11/01/2018	CITY UTILITIES CYCLE C&D	209-1603-43780	211.77
NEW MEXICO GAS COMPANY, I...	102218	11/09/2018	GAS BILLS / FIRE STATION	209-1603-43780	37.31
NEW MEXICO GAS COMPANY, I...	102218	11/09/2018	GAS BILLS / FIRE SOUTH STATI...	209-1603-43780	35.43
MEGAHERTZ COMPUTER CONS...	10763	11/09/2018	INTERNET SERVICE/NORTH STAT...	209-1603-43770	54.25
EMERGENCY SERVICES MAKETI...	15660	11/09/2018	SET UP FEE	209-1603-43770	50.00
EMERGENCY SERVICES MAKETI...	15660	11/09/2018	1 YEAR SUBSCRIPTION - PAGER ...	209-1603-43770	800.00
EMERGENCY SERVICES MAKETI...	15660	11/09/2018	ONE YEAR PHONE SUPPORT	209-1603-43770	10.00
BUDAGHER GENERATOR, INC	4278	11/09/2018	PM GENERATOR AT WATER TA...	209-1603-80845	784.73
CITY UTILITIES	111318	11/14/2018	CITY UTILITIES CYCLE A&B/OPEN...	209-1603-43780	283.82
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	209-1603-43775	117.61
TESTON'S FREEWAY CHEVRON	25672	11/21/2018	FUEL ALL TRUCKS 10/18 FOR FI...	209-1603-43316	219.55
XEROX CORP.	095028254	11/30/2018	BASE CHARGE/METER USAGE FY...	209-1603-43770	327.07
CITY UTILITIES	112918	11/30/2018	CITY UTILITIES CYCLE C&D/OPEN...	209-1603-43780	179.27
LYNN'S LANDSCAPE	7149	11/30/2018	COMPLETE CLEAN-UP/NORTH F...	209-1603-47405	726.95
Fund 209 - Fire Total:					3,837.76

Fund: 211 - Law Enforce Prot

RR DONNELLEY	547892457	11/09/2018	Uniform traffic citations	211-2003-44573	1,147.50
KAUFMAN'S WEST, LLC	19845	11/14/2018	Elbeco pants 36x34	211-2003-44573	73.99
KAUFMAN'S WEST, LLC	19845	11/14/2018	Bianchi Piranha holster 24106	211-2003-44573	68.75

EOM AP Report

Payment Dates: 11/01/2018 - 11/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KAUFMAN'S WEST, LLC	19845	11/14/2018	Mag/Cuff paddle	211-2003-44573	54.99
KAUFMAN'S WEST, LLC	19845	11/14/2018	Navy Elbeco Shirt	211-2003-44573	145.98
KAUFMAN'S WEST, LLC	19845	11/14/2018	Discount	211-2003-44573	-46.00
KAUFMAN'S WEST, LLC	19845	11/14/2018	Cargo pants Size 8	211-2003-44573	79.99
KAUFMAN'S WEST, LLC	19845	11/14/2018	Nametag	211-2003-44573	36.99
RANDALL ARAGON	110918	11/21/2018	MILEAGE DUE/SANTA FE	211-2003-42535	183.04
Fund 211 - Law Enforce Prot Total:					1,745.23

Fund: 214 - Lodgers Tax

LINDMARK OUTDOOR MEDIA	10549/10552	11/21/2018	City Advertising- Open PO FY 18...	214-2503-47597	844.84
GERONIMO TRAIL SCENIC BYW...	111418	11/21/2018	Geronimo Trail Grant/Funding -...	214-2503-48815	416.66
GRIFFIN & ASSOCIATES MARKET..	13525	11/21/2018	Advertising/City - Open PO FY 1...	214-2503-47597	2,250.00
GRIFFIN & ASSOCIATES MARKET..	13525	11/21/2018	Account Management Open PO...	214-2503-48599	177.19
RUANNA WALDRUM	823	11/21/2018	Lodgers Tax Advertising - Open ...	214-2503-47597	444.48
THE GO TRAVEL SITES	14069	11/30/2018	Advertising/Tourism Board	214-2503-60596	995.00
JOHN DEERE CREDIT, INC.	2077706	11/30/2018	LEASE PAYMENT JD GRMW/FAI...	214-2503-44810	950.73
Fund 214 - Lodgers Tax Total:					6,078.90

Fund: 216 - Muni Street

NM SELF INSURERS FUND	102918	11/01/2018	GENERAL LIABILITY	216-4503-46732	2,048.84
NM SELF INSURERS FUND	102918-1	11/01/2018	VEHICLE INSURANCE	216-4503-46733	9,205.23
BARTOO SAND & GRAVEL, INC.	M27791	11/01/2018	3/8-In Chip	216-4503-43550	2,712.50
BARTOO SAND & GRAVEL, INC.	M27866	11/01/2018	Chip spreader rental	216-4503-32840	2,864.40
TITAN MACHINERY, INC	11608515	11/09/2018	Belt Tensioner	216-4503-47420	196.00
TITAN MACHINERY, INC	11608515	11/09/2018	Window Slam Latch	216-4503-47420	38.40
TITAN MACHINERY, INC	11608515	11/09/2018	Serpentine Belt	216-4503-47420	38.00
TITAN MACHINERY, INC	11608515	11/09/2018	Blower Switch	216-4503-47420	9.30
TITAN MACHINERY, INC	11651584	11/09/2018	Freight	216-4503-47420	19.98
TITAN MACHINERY, INC	11651584	11/09/2018	Blower resistor/580 SM Case Ba...	216-4503-47420	80.00
CHERRILL'S WESTERN	572858	11/09/2018	Shirts/Walter Gregory	216-4503-42620	144.00
CHERRILL'S WESTERN	572858	11/09/2018	Jacket/Walter Gregory	216-4503-42620	69.00
CHERRILL'S WESTERN	572858	11/09/2018	Wrangler Jeans/Walter Gregory	216-4503-42620	138.00
BANK OF AMERICA	403303	11/14/2018	Maxx Ice #MIM 130	216-4503-44613	1,399.00
BARTOO SAND & GRAVEL, INC.	M28017	11/21/2018	Base coarse delivered to site	216-4503-32840	4,583.31
BORDER TIRE, LLC	3002462	11/30/2018	11R225 Vantage Max DR Tires	216-4503-47420	954.00
B & H OIL CO.	46453	11/30/2018	Unleaded Fuel - Open PO FY 18...	216-4503-43316	204.68
B & H OIL CO.	46453	11/30/2018	Diesel Fuel - Open PO FY 18/19	216-4503-43317	1,952.19
SOUTHWEST CONSTRUCTION P...	82186	11/30/2018	Cutting edge	216-4503-47420	270.00
Fund 216 - Muni Street Total:					26,926.83

Fund: 294 - State Library

TDS	111618	11/21/2018	Internet Service/Library Open ...	294-5003-48830	108.45
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	294-5003-43775	81.80
XEROX CORP.	095028262	11/30/2018	Meter Usage - Open PO FY 18/19	294-5003-48599	22.96
Fund 294 - State Library Total:					213.21

Fund: 295 - Muni Pool

CITY UTILITIES	102918	11/01/2018	CITY UTILITIES CYCLE C&D	295-4803-43780	1,468.45
NEW MEXICO GAS COMPANY, I...	102218	11/09/2018	GAS BILLS / SWIMMING POOL	295-4803-43780	887.72
TDS	OCTOBER - TDS	11/09/2018	TDS FIBER INTERNET FY 18/19	295-4803-43780	675.01
BANK OF AMERICA	916368	11/14/2018	Commercial pool & spa log book...	295-4803-44607	21.90
POOL PRO, LLC	180978	11/21/2018	Vacuum Head - Pool	295-4803-44607	195.00
POOL PRO, LLC	181007	11/21/2018	Metal Out	295-4803-44607	200.00
POOL PRO, LLC	181015	11/21/2018	Travel charge	295-4803-44810	165.00
POOL PRO, LLC	181015	11/21/2018	Labor to service/fix acid pump	295-4803-44810	118.66
POOL PRO, LLC	181015	11/21/2018	Materials to fix acid pump at Po...	295-4803-44810	25.00
POOL PRO, LLC	181028	11/21/2018	50# CALCIUM HYPOCHLORITE 1"	295-4803-44607	715.00
POOL PRO, LLC	181028	11/21/2018	ACID MAGIC 15 GAL	295-4803-44607	236.00
CITY UTILITIES	112918	11/30/2018	CITY UTILITIES CYCLE C&D/OPEN...	295-4803-43780	1,493.07
Fund 295 - Muni Pool Total:					6,200.81

EOM AP Report

Payment Dates: 11/01/2018 - 11/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 302 - Elec Construction					
NEW MEXICO FINANCE AUTHOR...	110818	11/09/2018	NMFA LOAN PMTS FY 18/19/T...	302-4603-12906	9,914.21
Fund 302 - Elec Construction Total:					9,914.21
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	303-4703-43775	154.36
MESILLA VALLEY METALS	84088	11/30/2018	3/4" x 3/4" x 1/8" Alum 6061 A...	303-4703-60840	220.96
Fund 303 - Vet Wall Total:					375.32
Fund: 305 - CI Gen					
BAE SYSTEMS	355729	11/01/2018	E-MAIL SERVICE 10/18	305-6003-43815	642.06
BAE SYSTEMS	359705	11/30/2018	E-MAIL SERVICE - OPEN PO FY ...	305-6003-43815	583.60
Fund 305 - CI Gen Total:					1,225.66
Fund: 306 - CI Jt Util					
NEW MEXICO FINANCE AUTHOR...	110818	11/09/2018	NMFA LOAN PMTS FY 18/19/T...	306-6103-12902	10,022.32
NEW MEXICO FINANCE AUTHOR...	110818	11/09/2018	NMFA LOAN PMTS FY 18/19/T...	306-6103-12918	690.58
NEW MEXICO FINANCE AUTHOR...	110818	11/09/2018	NMFA LOAN PMTS FY 18/19/T...	306-6103-12919	7,598.71
Fund 306 - CI Jt Util Total:					18,311.61
Fund: 403 - Pledge State					
CAPITAL ONE PUBLIC FUNDING	0004350105	11/09/2018	CAPITAL ONE LOAN PMT FY18/...	403-1203-90910	15,602.50
Fund 403 - Pledge State Total:					15,602.50
Fund: 501 - Cemetary					
CITY UTILITIES	111318	11/14/2018	CITY UTILITIES CYCLE A&B/OPEN...	501-1803-43780	609.81
Fund 501 - Cemetary Total:					609.81
Fund: 502 - Util Office - Pool					
CITY UTILITIES	102918	11/01/2018	CITY UTILITIES CYCLE C&D	502-3601-43780	290.64
NM SELF INSURERS FUND	102918	11/01/2018	GENERAL LIABILITY	502-3601-46732	2,048.84
NM SELF INSURERS FUND	102918-1	11/01/2018	VEHICLE INSURANCE	502-3601-46733	836.84
SIERRA AUTO/CARQUEST	ID-236777	11/01/2018	IGNITION ACTUATOR - Dodge St...	502-3601-47420	36.19
SIERRA AUTO/CARQUEST	ID-236777	11/01/2018	IGNITION SWITCH - Dodge Strat...	502-3601-47420	27.91
VERIZON WIRELESS	110518	11/09/2018	CELL PHONE BILLS FY 18-19	502-3601-43775	111.74
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	502-3601-43775	601.06
STAPLES CONTRACT & COMME...	3395556498	11/21/2018	INVISIBLE TAPE	502-3601-44606	24.54
STAPLES CONTRACT & COMME...	3395556498	11/21/2018	AT A GLANCE MONTHLY CALEN...	502-3601-44606	18.90
STAPLES CONTRACT & COMME...	3395556498	11/21/2018	PILOT G2 GEL PENS BLACK	502-3601-44606	18.48
STAPLES CONTRACT & COMME...	3395556498	11/21/2018	PILOT G2 GEL BLUE INK	502-3601-44606	16.32
STAPLES CONTRACT & COMME...	3395556498	11/21/2018	CLOROX DISINFECTING WIPES	502-3601-44606	31.50
STAPLES CONTRACT & COMME...	3395556498	11/21/2018	BIC PENS METER READER	502-3601-44606	7.00
STAPLES CONTRACT & COMME...	3395556498	11/21/2018	COPY PAPER	502-3601-44606	176.82
STAPLES CONTRACT & COMME...	3395556498	11/21/2018	2019 DESK CALENDAR	502-3601-44606	15.85
XEROX CORP.	094853940	11/30/2018	Xerox FY 18/19	502-3601-44810	522.85
CITY UTILITIES	112918	11/30/2018	CITY UTILITIES CYCLE C&D/OPEN...	502-3601-43780	243.99
B & H OIL CO.	46454	11/30/2018	UNLEADED FUEL OPEN PO FY 1...	502-3601-43316	491.79
Fund 502 - Util Office - Pool Total:					5,521.26
Fund: 503 - Electric					
CITY UTILITIES	102918	11/01/2018	CITY UTILITIES CYCLE C&D	503-3702-43780	4,902.02
NM SELF INSURERS FUND	102918	11/01/2018	GENERAL LIABILITY	503-3702-46732	20,488.39
NM SELF INSURERS FUND	102918-1	11/01/2018	VEHICLE INSURANCE	503-3702-46733	16,736.77
SIERRA AUTO/CARQUEST	ID-236666	11/01/2018	UNION TEE	503-3702-47415	2.12
SIERRA AUTO/CARQUEST	ID-236666	11/01/2018	CLOSE NIPPLE	503-3702-47415	1.69
SIERRA AUTO/CARQUEST	ID-236666	11/01/2018	BUSHING	503-3702-47415	1.69
SIERRA AUTO/CARQUEST	ID-236666	11/01/2018	T-TAPE	503-3702-47415	0.65
SIERRA AUTO/CARQUEST	ID-236666	11/01/2018	1/4 BALL VALVE	503-3702-47415	13.98
SIERRA AUTO/CARQUEST	ID-236666	11/01/2018	UNION TEE	503-3702-47415	2.12
SIERRA AUTO/CARQUEST	ID-236666	11/01/2018	HYDRAULIC HOSE-BULK	503-3702-47415	2.52
SIERRA AUTO/CARQUEST	ID-236666	11/01/2018	90 DEGREE FITTING	503-3702-47415	17.19
SIERRA AUTO/CARQUEST	ID-236666	11/01/2018	CRIMPS	503-3702-47415	12.00
SIERRA AUTO/CARQUEST	ID-236666	11/01/2018	3 FT. HOSE	503-3702-47415	9.99
SIERRA AUTO/CARQUEST	ID-236666	11/01/2018	HEX NIPPLE	503-3702-47415	3.38
SIERRA AUTO/CARQUEST	ID-236666	11/01/2018	HYDRAULIC FITTING	503-3702-47415	3.49

EOM AP Report

Payment Dates: 11/01/2018 - 11/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	ID-236666	11/01/2018	100 PSI GAUGES	503-3702-47415	8.78
SIERRA AUTO/CARQUEST	ID-236666	11/01/2018	HYDRAULIC FITTING	503-3702-47415	7.70
SIERRA AUTO/CARQUEST	ID-236952	11/01/2018	BOLTS M8 X 50	503-3702-44607	2.58
SIERRA AUTO/CARQUEST	ID-236952	11/01/2018	HEX NUT MET M8 1.25	503-3702-44607	1.02
SIERRA AUTO/CARQUEST	ID-237877	11/01/2018	Air Filter/G-99900	503-3702-47420	26.28
BIXBY ELECTRIC, INC	PAY REQUEST 1	11/01/2018	CONSTRUCTION/CIELO VISTA M...	503-3702-80845	124,389.45
NEW MEXICO GAS COMPANY, I...	102218	11/09/2018	GAS BILLS/ELECTRIC	503-3702-43780	21.24
VERIZON WIRELESS	110518	11/09/2018	CELL PHONE BILLS FY 18-19	503-3702-43775	55.87
SIERRA ELECTRIC CO-OP, INC.	110518	11/09/2018	MIMS CITY LIGHTS	503-3702-43780	589.26
SIERRA ELECTRIC CO-OP, INC.	110518	11/09/2018	POWER SERVICE	503-3702-50795	134,331.92
YEAROUT ENERGY SERVICE CO.,...	157138	11/09/2018	WTR/ELEC INFRASTRUCTURE E...	503-3702-48598	26,791.88
COOPERATIVE EDUCATIONAL S...	24-01623	11/09/2018	ANNUAL TYLER SUBSCRIPTION ...	503-3702-43770	8,935.19
TDS	OCTOBER - TDS	11/09/2018	TDS FIBER INTERNET FY 18/19	503-3702-43780	657.01
SSA SOLAR OF NM 4, LLC	10273	11/14/2018	POWER SERVICE/OPEN PO FY 1...	503-3702-50795	19,817.51
ALTEC INDUSTRIES, INC	11051592	11/14/2018	2 PLY POLYESTER SLING W/2 EY...	503-3702-47420	88.68
CITY UTILITIES	111318	11/14/2018	CITY UTILITIES CYCLE A&B/OPEN...	503-3702-43780	269.30
TRIPLE H SOLAR, LLC	152	11/14/2018	ENGINEERING SERVICE/OPEN P...	503-3702-48599	1,955.36
BOHANNAN HUSTON INC	103616	11/21/2018	Engineering Services/Cielo Vista...	503-3702-48599	9,331.63
CITY UTILITIES	111518	11/21/2018	CITY LANDFILL BILLS - OPEN PO ...	503-3702-43780	14.00
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	503-3702-43775	43.28
VILLAGE OF WILLIAMSBURG	111918	11/21/2018	FRANCHISE TAX JULY-SEPT 2018	503-3702-45796	4,801.92
WEX BANK	1326860	11/21/2018	UNLEADED FUEL PURCHASES FY...	503-3702-43316	22.58
BUREAU OF LAND MANAGEME...	2019005325	11/21/2018	Right of way Communication Si...	503-3702-43770	287.18
TWIN PALMS EMBROIDERY, LLC	2028	11/21/2018	Embroidery Shirts/ Randy Burdi...	503-3702-42620	30.00
TRI-STATE GENERATION & TRA...	301815	11/21/2018	POWER SERVICE FY18/19- WHE...	503-3702-50795	33,321.14
STAPLES CONTRACT & COMME...	3390031753	11/21/2018	Lorell Guest Chair/Bo's Office/...	503-3702-44606	318.00
STAPLES CONTRACT & COMME...	3390031753	11/21/2018	Lorell Guest Chair/Priscilla's Offi...	503-3702-44606	318.00
WESTERN UNITED ELECTRIC	4125281	11/21/2018	37.5KVA CSP POLE-MOUNT TR...	503-3702-47415	4,272.00
WESTERN UNITED ELECTRIC	4125281	11/21/2018	50KVA CSP POLE-MOUNT TRAN...	503-3702-47415	2,440.00
WESTERN UNITED ELECTRIC	4125281	11/21/2018	25KVA CSP POLE-MOUNT TRAN...	503-3702-47415	8,785.00
CHERRILL'S WESTERN	572860	11/21/2018	FLAME RESISTANT JACKET	503-3702-42620	195.00
CHERRILL'S WESTERN	572860	11/21/2018	WRANGLER JEANS/RANDY BUR...	503-3702-42620	138.00
WESTERN AREA POWER ADMIN	JIPB1798A1018	11/21/2018	POWER SERVICE FY18/19	503-3702-50795	52,070.34
BIXBY ELECTRIC, INC	PAY REQUEST 2 REVISED	11/21/2018	CIELO VISTA SUBDIVISION REN...	503-3702-80845	183,157.06
XEROX CORP.	095028266	11/30/2018	BASE CHARGE/METER USAGE FY...	503-3702-44810	39.17
CITY UTILITIES	112918	11/30/2018	CITY UTILITIES CYCLE C&D/OPEN...	503-3702-43780	4,871.53
ZIA ELECTRICAL PRODUCTS	17114	11/30/2018	Right Angle Socket Adapters/Si...	503-3702-47415	527.05
B & H OIL CO.	46457/46216	11/30/2018	UNLEADED FUEL FY 18/19	503-3702-43316	497.11
B & H OIL CO.	46457/46216	11/30/2018	DIESEL FUEL FY 18/19	503-3702-43317	802.52
DIVERSIFIED INSPECTIONS, INC.	926226	11/30/2018	Insulated Aerial Lifts/Digger Der...	503-3702-44615	2,160.00
DIVERSIFIED INSPECTIONS, INC.	926226	11/30/2018	Live Line Tools	503-3702-44615	407.60
IRBY SUPPLY CO.	5011008129	11/30/2018	Carhart Flame Resistant Shirt/X...	503-3702-42620	341.28
Fund 503 - Electric Total:					669,338.42

Fund: 504 - Water

FERGUSON WATERWORKS	0343703	11/01/2018	LF 2X1-1/2 BRS BUSH	504-3803-47415	15.88
FERGUSON WATERWORKS	0343703	11/01/2018	1-1/2 PVC S80 SXM ADPT	504-3803-47415	10.14
FERGUSON WATERWORKS	0343703	11/01/2018	LF 2 MIP X CTS STRT COUP	504-3803-47415	120.46
FERGUSON WATERWORKS	0343703	11/01/2018	LF 2 FIP X FIP BALL CURB ST	504-3803-47415	407.08
CITY UTILITIES	102918	11/01/2018	CITY UTILITIES CYCLE C&D	504-3803-43780	8,370.43
NM SELF INSURERS FUND	102918	11/01/2018	GENERAL LIABILITY	504-3803-46732	20,488.39
NM SELF INSURERS FUND	102918-1	11/01/2018	VEHICLE INSURANCE	504-3803-46733	8,368.39
NEW MEXICO GAS COMPANY, I...	102218	11/09/2018	GAS BILLS/WATER	504-3803-43780	29.80
VERIZON WIRELESS	110518	11/09/2018	CELL PHONE BILLS FY 18-19	504-3803-43775	55.87
TAXATION AND REVENUE	110818	11/09/2018	WATER CONSERVATION FEE 10...	504-3803-43797	982.11
YEAROUT ENERGY SERVICE CO.,...	157138	11/09/2018	WTR/ELEC INFRASTRUCTURE E...	504-3803-48598	26,791.87
PURE OPERATIONS, LLC	182806	11/09/2018	Barmesa End-Suction Centrifuga...	504-3803-47415	2,448.00
COOPERATIVE EDUCATIONAL S...	24-01623	11/09/2018	ANNUAL TYLER SUBSCRIPTION ...	504-3803-43770	8,935.19
INTEGRATED TECHNOLOGIES G...	6462	11/09/2018	Adobe Pro DC 1 Year Subscripti...	504-3803-43770	358.00
GRAINGER, INC.	9951288647	11/09/2018	Rust-oleum Marking Chalk,Oran...	504-3803-44607	22.88
GRAINGER, INC.	9951288647	11/09/2018	Rust-Oleum Marking Chalk- Blue	504-3803-44607	57.20

EOM AP Report

Payment Dates: 11/01/2018 - 11/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GRAINGER, INC.	9951288647	11/09/2018	Rust-Oleum Marking Chalk-Whi...	504-3803-44607	26.00
GRAINGER, INC.	9951288647	11/09/2018	Rust-Oleum Field Striping Paint...	504-3803-44607	62.90
GRAINGER, INC.	9951288647	11/09/2018	Condor Yellow/Green Traffic Ve...	504-3803-44615	49.10
GRAINGER, INC.	9951288647	11/09/2018	Condor Yellow/Green Traffice V...	504-3803-44615	19.64
GRAINGER, INC.	9951288647	11/09/2018	ML Kishigo Vest Yellow/Green ...	504-3803-44615	12.11
GRAINGER, INC.	9951288647	11/09/2018	Honeywell UVEX-Safety Glasses...	504-3803-44615	99.10
GRAINGER, INC.	9951288647	11/09/2018	Condor Yellow/Green Traffic Ve...	504-3803-44615	49.17
GRAINGER, INC.	9951288647	11/09/2018	Honeywell UVEX- Safety Glasses..	504-3803-44615	99.10
TDS	OCTOBER - TDS	11/09/2018	TDS FIBER INTERNET FY 18/19	504-3803-43780	657.01
CITY UTILITIES	111318	11/14/2018	CITY UTILITIES CYCLE A&B/OPEN...	504-3803-43780	458.55
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	504-3803-43775	66.15
VILLAGE OF WILLIAMSBURG	111918	11/21/2018	FRANCHISE TAX JULY-SEPT 2018	504-3803-45796	825.96
TIMOTHY HANNA	112618	11/21/2018	ADVANCED PER DIEM/LAS CRU...	504-3803-42310	272.00
WEX BANK	8979188/134842	11/21/2018	Unleaded Fuel- Open PO FY 18...	504-3803-43316	71.66
CITY UTILITIES	112918	11/30/2018	CITY UTILITIES CYCLE C&D/OPEN...	504-3803-43780	6,484.73
B & H OIL CO.	46456/46226/46250	11/30/2018	Unleaded Fuel	504-3803-43316	619.08
B & H OIL CO.	46456/46226/46250	11/30/2018	Diesel Fuel/ Def 2.5	504-3803-43317	874.54
Fund 504 - Water Total:					88,208.49

Fund: 505 - Solid Waste

CLARK TRUCK EQUIP CO., INC.	0115898	11/01/2018	Freight	505-3904-47420	22.50
CLARK TRUCK EQUIP CO., INC.	0115898	11/01/2018	gripper joystick switch kit - G90...	505-3904-47420	105.00
CITY UTILITIES	102918	11/01/2018	CITY UTILITIES CYCLE C&D	505-3904-43780	515.83
NM SELF INSURERS FUND	102918	11/01/2018	GENERAL LIABILITY	505-3904-46732	20,488.39
NM SELF INSURERS FUND	102918-1	11/01/2018	VEHICLE INSURANCE	505-3904-46733	28,452.51
REED'S TIRE CENTER	5835	11/01/2018	11R 22.5 TRASH TRUCK TIRES I...	505-3904-47420	1,500.00
REED'S TIRE CENTER	5836	11/01/2018	315/ 80/r22.5 TIRES FOR TRASH...	505-3904-47420	1,200.00
SIERRA AUTO/CARQUEST	ID-237875	11/01/2018	Hyd hose fittings	505-3904-47420	13.56
SIERRA AUTO/CARQUEST	ID-237875	11/01/2018	Hose fitting	505-3904-47420	17.29
SIERRA AUTO/CARQUEST	ID-237875	11/01/2018	Hose fitting	505-3904-47420	18.78
SIERRA AUTO/CARQUEST	ID-237875	11/01/2018	Hose fitting	505-3904-47420	21.68
SIERRA AUTO/CARQUEST	ID-237875	11/01/2018	Hydrolic hose	505-3904-47420	29.67
SIERRA AUTO/CARQUEST	ID-237875	11/01/2018	Hydrolic hose	505-3904-47420	30.34
SIERRA AUTO/CARQUEST	ID-237875	11/01/2018	Hose crimps	505-3904-47420	36.00
WAGNER EQUIPMENT CO.	P10C0707463	11/01/2018	counter weight bolt 24x3x350...	505-3904-47420	84.38
BORDER INTERNATIONAL, LLP	R400006347	11/01/2018	G-95575 Diagnostic Test Stop e...	505-3904-47420	344.96
NEW MEXICO GAS COMPANY, I...	102218	11/09/2018	GAS BILLS / RECYCLE CENTER	505-3904-43780	23.61
VERIZON WIRELESS	110518	11/09/2018	CELL PHONE BILLS FY 18-19	505-3904-43775	55.87
SUN VALLEY, INC.	141449/6	11/09/2018	90 D Black elbow- Repair on fen...	505-3904-44607	16.98
SUN VALLEY, INC.	141449/6	11/09/2018	30 A/ 50A Dual Plug- Pressure ...	505-3904-44607	19.19
SUN VALLEY, INC.	141449/6	11/09/2018	1/2" Drive Ratchet- Repair dum...	505-3904-44607	16.99
SUN VALLEY, INC.	141450/6	11/09/2018	2" drop ball hitch & ball G- 039...	505-3904-47420	30.99
COOPERATIVE EDUCATIONAL S...	24-01623	11/09/2018	ANNUAL TYLER SUBSCRIPTION ...	505-3904-43770	8,935.19
TDS	OCTOBER - TDS	11/09/2018	TDS FIBER INTERNET FY 18/19	505-3904-43780	657.01
HERALD PUBLISHING CO., INC.	11232	11/14/2018	Help Wanted - Solid Waste	505-3904-43740	24.95
CERTIFIED LABORATORIES	3301607	11/14/2018	Ultrafit earplugs uncorded 25 D...	505-3904-44615	125.10
CERTIFIED LABORATORIES	3301607	11/14/2018	Eyewear, Commando, Camo/ s...	505-3904-44615	95.40
CERTIFIED LABORATORIES	3301607	11/14/2018	Eyewear, bearkat, gray,/ gray a...	505-3904-44615	121.53
WAGNER EQUIPMENT CO.	P10C0709062	11/14/2018	Clamshell Cylinder Back Hoe C...	505-3904-47420	608.00
WAGNER EQUIPMENT CO.	P10C0709062	11/14/2018	FREIGHT	505-3904-47420	39.41
CITY UTILITIES	111518	11/21/2018	CITY LANDFILL BILLS - OPEN PO ...	505-3904-34601	23,936.16
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	505-3904-43775	173.38
VILLAGE OF WILLIAMSBURG	111918	11/21/2018	FRANCHISE TAX JULY-SEPT 2018	505-3904-45796	1,277.94
XEROX CORP.	095088737/095028253	11/30/2018	LAG-283718 Meter Usage	505-3904-44810	42.18
CITY UTILITIES	112918	11/30/2018	CITY UTILITIES CYCLE C&D/OPEN...	505-3904-43780	460.12
B & H OIL CO.	46452	11/30/2018	Unleaded Fuel - Open PO FY 18...	505-3904-43316	368.14
B & H OIL CO.	46452	11/30/2018	Diesel Fuel - Open PO FY 18/19	505-3904-43317	2,468.54
CHERRILL'S WESTERN	572859	11/30/2018	Safety Boots-Scott Huron	505-3904-44615	150.00
CHERRILL'S WESTERN	572859	11/30/2018	Safety Boots-Andres Alvarez	505-3904-44615	150.00
CHERRILL'S WESTERN	572859	11/30/2018	Safety Boots- Scott Eversole	505-3904-44615	150.00
CHERRILL'S WESTERN	572862	11/30/2018	Jacket/Scott Eversole	505-3904-42620	65.00

EOM AP Report

Payment Dates: 11/01/2018 - 11/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CHERRILL'S WESTERN	572862	11/30/2018	Jacket/Andres Alvarez	505-3904-42620	65.00
CHERRILL'S WESTERN	572862	11/30/2018	Jacket/Shannon Crowder	505-3904-42620	65.00
CHERRILL'S WESTERN	572862	11/30/2018	Coveralls/Andres Alvarez	505-3904-42620	89.00
CHERRILL'S WESTERN	572862	11/30/2018	Coveralls/Scott Eversole	505-3904-42620	89.00
CHERRILL'S WESTERN	572862	11/30/2018	Coveralls/Shannon Crowder	505-3904-42620	89.00
BORDER INTERNATIONAL, LLP	R100006612	11/30/2018	GASKET AFM DEVICE	505-3904-47420	10.90
BORDER INTERNATIONAL, LLP	R100006612	11/30/2018	SHOP	505-3904-47420	116.01
BORDER INTERNATIONAL, LLP	R100006612	11/30/2018	EPI (SUPERCEDED ITEM)	505-3904-47420	150.00
BORDER INTERNATIONAL, LLP	R100006612	11/30/2018	HAZ WASTE	505-3904-47420	5.00
BORDER INTERNATIONAL, LLP	R100006612	11/30/2018	EPI { SUPERCEDED ITEM}	505-3904-47420	150.00
BORDER INTERNATIONAL, LLP	R100006612	11/30/2018	FREIGHT	505-3904-47420	50.00
BORDER INTERNATIONAL, LLP	R100006612	11/30/2018	DPF CLAMP	505-3904-47420	153.90
BORDER INTERNATIONAL, LLP	R100006612	11/30/2018	KIT, EGR COOLER	505-3904-47420	897.45
BORDER INTERNATIONAL, LLP	R100006612	11/30/2018	GASKET, AFM DEVICE	505-3904-47420	23.74
BORDER INTERNATIONAL, LLP	R100006612	11/30/2018	LABOR	505-3904-47420	966.74
BORDER INTERNATIONAL, LLP	R100006612	11/30/2018	GASKET, CIRCULAR	505-3904-47420	62.92
Fund 505 - Solid Waste Total:					95,876.23

Fund: 506 - WWTP

ARNULFO CASTANEDA	102618	11/01/2018	PER DIEM DUE/ALBUQUERQUE	506-4005-42310	51.00
CITY UTILITIES	102918	11/01/2018	CITY UTILITIES CYCLE C&D	506-4005-43780	10,084.37
NM SELF INSURERS FUND	102918	11/01/2018	GENERAL LIABILITY	506-4005-46732	20,488.39
NM SELF INSURERS FUND	102918-1	11/01/2018	VEHICLE INSURANCE	506-4005-46733	9,205.23
AQUA ENVIRONMENTAL TESTI...	5036	11/01/2018	TAX	506-4005-44605	16.37
AQUA ENVIRONMENTAL TESTI...	5036	11/01/2018	WeeklyTesting- E-Coll {June27-J...	506-4005-44605	242.50
GRAINGER, INC.	9938648400	11/01/2018	Round Point Shovel - WW Field...	506-4005-44607	73.56
GRAINGER, INC.	9938648400	11/01/2018	Water Nozzle to Wash equipme...	506-4005-44607	59.34
GRAINGER, INC.	9938648400	11/01/2018	Straight Jaw SelfAdjusting Plier ...	506-4005-44607	149.04
GRAINGER, INC.	9938648400	11/01/2018	15" Adj. Wrench 1-11/32 repair...	506-4005-44607	95.52
GRAINGER, INC.	9938648400	11/01/2018	Square Point Shovel WW Field ...	506-4005-44607	75.00
SIERRA AUTO/CARQUEST	ID-236924	11/01/2018	Val Non-Det. 30 w/ QT.	506-4005-43316	251.60
THE WELDING SHOP	06546	11/09/2018	Labor 3.5 Hrs	506-4005-47425	265.83
THE WELDING SHOP	06546	11/09/2018	Fabricated Metal Frame- Mater...	506-4005-47425	310.90
NEW MEXICO GAS COMPANY, I...	102218	11/09/2018	GAS BILLS / VACUUM STATION	506-4005-43780	23.05
VERIZON WIRELESS	110518	11/09/2018	CELL PHONE BILLS FY 18-19	506-4005-43775	111.74
VILLAGE OF WILLIAMSBURG	110818	11/09/2018	SEWER RECEIPTS 10/18	506-4005-48798	3,069.01
SUN VALLEY, INC.	141186/6	11/09/2018	EC 5 Gal. Nutral Flat Paint-For T...	506-4005-44607	126.35
COOPERATIVE EDUCATIONAL S...	24-01623	11/09/2018	ANNUAL TYLER SUBSCRIPTION ...	506-4005-43770	8,935.19
CHERRILL'S WESTERN	572857	11/09/2018	Steel Toe Boots-Ramon Sanchez	506-4005-44615	150.00
CHERRILL'S WESTERN	572857	11/09/2018	Steel Toe Boots- Jesus Navarro	506-4005-44615	150.00
GRAINGER, INC.	9952443696	11/09/2018	Mini Blinds-White 72"x43"	506-4005-47425	37.76
GRAINGER, INC.	9952443696	11/09/2018	Mini Blinds-White 48"x59"	506-4005-47425	17.23
GRAINGER, INC.	9952443696	11/09/2018	Mini Blinds- White 48"x47"	506-4005-47425	27.44
GRAINGER, INC.	9952443696	11/09/2018	Mini Blinds- White 60"x31"	506-4005-47425	33.96
TDS	OCTOBER - TDS	11/09/2018	TDS FIBER INTERNET FY 18/19	506-4005-43780	657.01
FORT BEND SERVICES, INC.	0218823	11/14/2018	Cationic Polymer * Plus Shipping	506-4005-44605	2,045.83
CITY UTILITIES	111318	11/14/2018	CITY UTILITIES CYCLE A&B/OPEN..	506-4005-43780	244.26
FOXWORTH-GALBRAITH	7429941	11/14/2018	Nozzle Water Jet-For Clarifiers	506-4005-43416	39.96
FOXWORTH-GALBRAITH	7429941	11/14/2018	Sprinkler Oscillating-For Clarifie...	506-4005-43416	43.77
FOXWORTH-GALBRAITH	7429941	11/14/2018	Underlayment Pad for trailer	506-4005-44607	134.95
FOXWORTH-GALBRAITH	7429941	11/14/2018	Elmers Pro Carpenter Glue-For ...	506-4005-44607	19.98
FOXWORTH-GALBRAITH	7429941	11/14/2018	Scraper- For Trailer Floor Rehab	506-4005-44607	25.98
FOXWORTH-GALBRAITH	7429941	11/14/2018	Pry Bar Nail Puller 11"-For Traile..	506-4005-44607	18.99
FOXWORTH-GALBRAITH	7429941	11/14/2018	Pry Bar Flat 7" for Trailer Floor	506-4005-44607	7.99
FOXWORTH-GALBRAITH	7430393	11/14/2018	Laminate Flooring-Rustic Cherry	506-4005-47425	80.97
DPC INDUSTRIES, INC.	DE700074818	11/14/2018	Demurrage/Rental of Chlorine ...	506-4005-44607	40.00
CITY UTILITIES	111518	11/21/2018	CITY LANDFILL BILLS - OPEN PO ...	506-4005-43780	219.50
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	506-4005-43775	99.98
ATC GROUP SERVICES, LLC	2143068	11/21/2018	7 Day Promelas *Plus Shippi...	506-4005-44605	600.00
ATC GROUP SERVICES, LLC	2143068	11/21/2018	7 Day C Dubia	506-4005-44605	600.00
ATC GROUP SERVICES, LLC	2144235	11/21/2018	7 Day Promelas * Plus Shipping	506-4005-44605	600.00

EOM AP Report

Payment Dates: 11/01/2018 - 11/30/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ATC GROUP SERVICES, LLC	2144235	11/21/2018	7 Day C Dubia	506-4005-44605	600.00
INTERLAB	22480	11/21/2018	TSS-Influent	506-4005-44605	235.00
INTERLAB	22480	11/21/2018	Acrylonitrile	506-4005-44605	1,050.00
INTERLAB	22480	11/21/2018	Bod-Effluent	506-4005-44605	175.00
INTERLAB	22480	11/21/2018	Bod-Influent	506-4005-44605	175.00
INTERLAB	22480	11/21/2018	Cadmium	506-4005-44605	375.00
INTERLAB	22480	11/21/2018	TSS-Effluent	506-4005-44605	75.00
INTERLAB	22517/22544	11/21/2018	Chloride	506-4005-44605	159.20
INTERLAB	22517/22544	11/21/2018	TKN	506-4005-44605	320.00
INTERLAB	22517/22544	11/21/2018	TDS	506-4005-44605	120.00
INTERLAB	22517/22544	11/21/2018	NO3N	506-4005-44605	120.00
INTERLAB	22534	11/21/2018	Total Nitrogen	506-4005-44605	60.00
INTERLAB	22534	11/21/2018	Oil & Grease	506-4005-44605	45.00
INTERLAB	22534	11/21/2018	Total Phosphorous	506-4005-44605	18.00
INTERLAB	22534	11/21/2018	Hexachlorobenzene	506-4005-44605	86.04
JAMES, COOKE & HOBSON, INC.	228480	11/21/2018	Rental Control Panel,460/3/60 ...	506-4005-43416	1,576.88
CITY UTILITIES	112918	11/30/2018	CITY UTILITIES CYCLE C&D/OPEN...	506-4005-43780	6,200.25
B & H OIL CO.	46455	11/30/2018	Unleaded Fuel	506-4005-43316	990.02
B & H OIL CO.	46455	11/30/2018	Diesel Fuel	506-4005-43317	32.47
Fund 506 - WWTP Total:					71,942.41
Fund: 507 - Solid Waste Transfer Station					
CITY OF LAS CRUCES	60119	11/01/2018	SOLIDWASTE DISPOSAL TRANS...	507-4203-45601	28,370.42
PAM'S CLEANING	10172018	11/09/2018	Tipping fees	507-4203-47415	75.00
PAM'S CLEANING	10172018	11/09/2018	Removal of weeds from Solid W...	507-4203-47415	1,247.75
CERTIFIED LABORATORIES	3317725	11/14/2018	Ever clean 2x2.5 Nac mm x 1 Ma...	507-4203-44607	232.50
CERTIFIED LABORATORIES	3317725	11/14/2018	shipping charge	507-4203-44607	29.71
CERTIFIED LABORATORIES	3317725	11/14/2018	handling charge	507-4203-44607	9.95
RUSTY'S WEIGH SCALES & SERV...	181106-1036	11/21/2018	RE-CALIBRATION OF SCALE - M...	507-4203-47410	534.99
XEROX CORP.	095088737/095028253	11/30/2018	E18-082733 Base Charge/Meter...	507-4203-44810	83.52
Fund 507 - Solid Waste Transfer Station Total:					30,583.84
Fund: 508 - Golf Course					
CITY UTILITIES	111318	11/14/2018	CITY UTILITIES CYCLE A&B/OPEN...	508-4303-43780	594.29
TERRY TAYLOR	142	11/21/2018	Golf Course Misc Expense - Ope...	508-4303-45555	123.69
TERRY TAYLOR	142	11/21/2018	Golf Course Management Servi...	508-4303-48599	10,850.00
Fund 508 - Golf Course Total:					11,567.98
Fund: 509 - Muni Airport					
NM SELF INSURERS FUND	102918-1	11/01/2018	VEHICLE INSURANCE	509-4403-46733	836.84
VERIZON WIRELESS	110518	11/09/2018	CELL PHONE BILLS FY 18-19	509-4403-43775	55.87
SUN VALLEY, INC.	141409/6	11/09/2018	Grease Gun for Airport Fuel Fa...	509-4403-44607	28.49
QUILL CORPORATION	2261528	11/09/2018	HP 902XL/902 High Yield Blk/Co...	509-4403-44606	129.58
HERALD PUBLISHING CO., INC.	11602	11/14/2018	Help Wanted - Airport	509-4403-43740	25.23
WINDSTREAM CORPORATION	111918	11/21/2018	PHONE BILLS - OPEN PO FY 18/...	509-4403-43775	397.02
SIERRA ELECTRIC CO-OP, INC.	112918	11/30/2018	AIRPORT FUELING STATON	509-4403-43780	1,114.80
SIERRA ELECTRIC CO-OP, INC.	112918	11/30/2018	AIRPORT FIRE STATION	509-4403-43780	122.56
B & H OIL CO.	46461	11/30/2018	Unleaded Fuel - Open PO FY 18...	509-4403-43316	64.49
Fund 509 - Muni Airport Total:					2,774.88
Fund: 600 - Internal Serv					
SIERRA AUTO/CARQUEST	ID-236782	11/01/2018	Lucas Oil Stabilizer for Internal ...	600-7003-47420	57.02
Fund 600 - Internal Serv Total:					57.02
Grand Total:					1,329,587.88

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	259,727.50
201 - Corrections	2,948.00
209 - Fire	3,837.76
211 - Law Enforce Prot	1,745.23
214 - Lodgers Tax	6,078.90
216 - Muni Street	26,926.83
294 - State Library	213.21
295 - Muni Pool	6,200.81
302 - Elec Construction	9,914.21
303 - Vet Wall	375.32
305 - CI Gen	1,225.66
306 - CI Jt Utl	18,311.61
403 - Pledge State	15,602.50
501 - Cemetary	609.81
502 - Util Office - Pool	5,521.26
503 - Electric	669,338.42
504 - Water	88,208.49
505 - Solid Waste	95,876.23
506 - WWTP	71,942.41
507 - Solid Waste Transfer Station	30,583.84
508 - Golf Course	11,567.98
509 - Muni Airport	2,774.88
600 - Internal Serv	57.02
Grand Total:	1,329,587.88

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	11,140.70
101-1000-60725	GRANTS TO SUB-RECIPIE...	250.00
101-1001-42305	MILEAGE REIMBURSEME...	13.11
101-1001-42310	PER DIEM-OFFICE OF CITY...	51.00
101-1001-43740	PRINTING/PUBLISHING	322.58
101-1001-43770	SUBSCRIPTION & DUES	165.00
101-1001-43775	TELEPHONE	536.12
101-1001-44810	EQUIPMENT & MACHINE...	343.43
101-1002-42305	MILEAGE REIMBURSEME...	131.13
101-1002-42310	PER DIEM-MUNI COURT	97.00
101-1002-43775	TELEPHONE	94.02
101-1002-60576	Grant Expenses/JAF GRA...	254.60
101-1002-60840	OTHER CAP PUR/AOC/JID ...	237.32
101-1003-42310	PER DIEM-OFF CITY MAN...	152.00
101-1003-42720	EMPLOYEE TRAINING-OFF...	100.00
101-1003-43316	GAS & OIL	55.66
101-1003-43770	SUBSCRIPTION & DUES	49.50
101-1003-43775	TELEPHONE	675.20
101-1003-44606	OFFICE SUPPLIES	150.32
101-1003-44810	EQUIPMENT & MACHINE...	357.69
101-1003-48598	PROFESSIONAL SERVICES	955.47
101-1003-48599	OTHER CONTRACTUAL SE...	4,731.38
101-1004-42305	MILEAGE REIMBURSEME...	236.02
101-1004-42310	PER DIEM-ADMIN OFFICES	644.00
101-1004-43740	PRINTING/PUBLISHING	299.69
101-1004-43770	SUBSCRIPTION & DUES	9,049.24
101-1004-43775	TELEPHONE	646.12
101-1004-44606	OFFICE SUPPLIES	43.23
101-1004-44810	EQUIPMENT & MACHINE...	231.92
101-1004-48596	AUDIT CONTRACT-ADMIN...	14,143.17

Account Summary

Account Number	Account Name	Payment Amount
101-1004-48599	OTHER CONTRACTUAL SE...	9,848.44
101-1007-42620	UNIFORM/LINEN-POLICE ...	1,202.32
101-1007-43316	GAS & OIL	3,409.34
101-1007-43740	PRINTING/PUBLISHING	215.00
101-1007-43770	SUBSCRIPTION & DUES	9,080.18
101-1007-43775	TELEPHONE	1,101.85
101-1007-44810	EQUIPMENT & MACHINE...	221.32
101-1007-46732	GENERAL LIABILITY INSUR...	94,173.36
101-1007-47420	MAINTENANCE VEHICLE/...	629.03
101-1008-43316	GAS & OIL	342.62
101-1008-43770	SUBSCRIPTION & DUES	150.00
101-1008-43775	TELEPHONE	201.68
101-1008-44607	FIELD SUPP-CODE ENF/AN...	151.15
101-1008-47420	MAINTENANCE VEH/EQUI...	13.50
101-1008-48599	OTHER CONTRACTUAL SE...	989.52
101-1009-43316	GAS & OIL	376.32
101-1009-43317	DIESEL-RECREATION	113.80
101-1009-43775	TELEPHONE	298.02
101-1009-44607	FIELD SUPPLIES-MUNI RE...	1,889.60
101-1009-44609	RECREATION SUPPLIES-M...	1,366.50
101-1009-44615	SAFETY EQUIPMENT	139.99
101-1009-47410	Maintenance Contracts	800.00
101-1009-47420	MAINTENANCE VEHICLE/...	526.43
101-1009-48599	OTHER CONTRACTUAL SE...	900.00
101-1010-42310	PER DIEM-BLDG INSPECT...	152.00
101-1010-42720	EMPLOYEE TRAINING-BL...	100.00
101-1010-43775	TELEPHONE	605.57
101-1010-44606	OFFICE SUPPLIES	488.63
101-1011-43775	TELEPHONE	80.12
101-1012-43775	TELEPHONE	208.69
101-1012-44606	OFFICE SUPPLIES	30.48
101-1012-44810	EQUIPMENT & MACHINE...	6.30
101-1014-42620	UNIFORM/LINEN-FACILITY...	267.00
101-1014-43316	GAS & OIL	925.53
101-1014-43403	REGULAR BUILDING MAI...	1,097.19
101-1014-43407	SEASONAL DECORATIONS...	741.69
101-1014-43775	TELEPHONE	415.82
101-1014-44607	FIELD SUPPLIES-FACILITY ...	1,688.63
101-1014-47410	MAINTENANCE CONTRAC...	53.94
101-1014-47420	MAINTENANCE-VEHICLE/...	69.11
101-1017-48599	OTHER CONTRACTUAL SE...	22,613.26
101-1018-43780	UTILITIES	20,679.18
101-1018-46732	GENERAL LIABILITY INSUR...	16,390.71
101-1018-46733	VEHICLE INSURANCE	10,042.06
101-1099-34348	RENT OF PUBLIC FACILITIES	1,275.00
101-1099-34377	PD TORC SCHOOL RESOU...	7,500.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	288.00
201-1903-48710	CARE OF PRISONERS-COR...	2,660.00
209-1603-43316	GAS & OIL	219.55
209-1603-43770	SUBSCRIPTION & DUES	1,241.32
209-1603-43775	TELEPHONE	117.61
209-1603-43780	UTILITIES	747.60
209-1603-47405	MAINTENANCE-BUILDING...	726.95
209-1603-80845	OTHER CAPITAL PURCHAS...	784.73
211-2003-42535	EMPLOYEE TRAINING	183.04
211-2003-44573	UNIFORM & EQUIPMENT	1,562.19
214-2503-44810	EQUIPMENT & MACHINE...	950.73
214-2503-47597	9% ADVERTISING/MARKET...	3,539.32

Account Summary

Account Number	Account Name	Payment Amount
214-2503-48599	OTHER CONTRACTUAL SE...	177.19
214-2503-48815	SERVICE CONTRACTS-LO...	416.66
214-2503-60596	STATE ADVERTISING GRA...	995.00
216-4503-32840	ROADWAYS-LGRF	7,447.71
216-4503-42620	UNIFORM LINEN-MUNI S...	351.00
216-4503-43316	GAS & OIL	204.68
216-4503-43317	DIESEL FUEL-STREET MAI...	1,952.19
216-4503-43550	ROADWAY MAINTENANCE	2,712.50
216-4503-44613	NON-CAPITAL EQUIPMENT	1,399.00
216-4503-46732	GENERAL LIABILITY INSUR...	2,048.84
216-4503-46733	VEHICLE INSURANCE	9,205.23
216-4503-47420	MAINT.VEHICLE/FURN/E...	1,605.68
294-5003-43775	TELEPHONE	81.80
294-5003-48599	OTHER CONTRACTUAL SE...	22.96
294-5003-48830	LIBRARY ACQUISITION (B...	108.45
295-4803-43780	UTILITIES-MUNI POOL	4,524.25
295-4803-44607	FIELD SUPPLIES-MUNI PO...	1,367.90
295-4803-44810	EQMT/MACHINERY-MUNI...	308.66
302-4603-12906	CWPA TORC 6 OPERATING	9,914.21
303-4703-43775	TELEPHONE	154.36
303-4703-60840	CONSTRUCTION COSTS	220.96
305-6003-43815	SOFTWARE LIC/SOFTWAR...	1,225.66
306-6103-12902	CWPA TORC 2 OPERATING	10,022.32
306-6103-12918	CWPA TORC 18 OPERATI...	690.58
306-6103-12919	CWPA TORC 19 OPERATI...	7,598.71
403-1203-90910	DEBT SERVICE INTEREST	15,602.50
501-1803-43780	UTILITIES	609.81
502-3601-43316	GAS & OIL	491.79
502-3601-43775	TELEPHONE	712.80
502-3601-43780	UTILITIES	534.63
502-3601-44606	OFFICE SUPPLIES	309.41
502-3601-44810	EQUIPMENT & MACHINE	522.85
502-3601-46732	GENERAL LIABILITY INSUR...	2,048.84
502-3601-46733	VEHICLE INSURANCE	836.84
502-3601-47420	MAINT. FURNITURE/FIX/...	64.10
503-3702-42620	UNIFORM/LINEN-ELECTRI...	704.28
503-3702-43316	GAS & OIL	519.69
503-3702-43317	DIESEL FUEL-ELECTRIC DIV...	802.52
503-3702-43770	SUBSCRIPTION & DUES	9,222.37
503-3702-43775	TELEPHONE	99.15
503-3702-43780	UTILITIES	11,324.36
503-3702-44606	OFFICE SUPPLIES	636.00
503-3702-44607	FIELD SUPPLIES	3.60
503-3702-44615	SAFETY EQUIPMENT	2,567.60
503-3702-44810	EQUIPMENT/MACHINERY...	39.17
503-3702-45796	FRANCHISE TAX-ELECTRIC...	4,801.92
503-3702-46732	GENERAL LIABILITY INSUR...	20,488.39
503-3702-46733	VEHICLE INSURANCE	16,736.77
503-3702-47415	MAINTENANCE/GROUNDS..	16,111.35
503-3702-47420	MAINTENANCE-VEHICLE/...	114.96
503-3702-48598	Professional Serv/Contrac...	26,791.88
503-3702-48599	OTHER CONTRACTUAL SE...	11,286.99
503-3702-50795	WHOLESALE POWER COS...	239,540.91
503-3702-80845	OTHER CAPITAL PURCHAS...	307,546.51
504-3803-42310	PER DIEM-WATER DIVISI...	272.00
504-3803-43316	GAS & OIL	690.74
504-3803-43317	DIESEL-WATER DIVISION	874.54
504-3803-43770	SUBSCRIPTION/DUES	9,293.19

Account Summary

Account Number	Account Name	Payment Amount
504-3803-43775	TELEPHONE	122.02
504-3803-43780	UTILITIES	16,000.52
504-3803-43797	WATER CONSERVATION-...	982.11
504-3803-44607	FIELD SUPPLIES-WATER D...	168.98
504-3803-44615	SAFETY EQUIPMENT	328.22
504-3803-45796	FRANCHISE TAX-WATER D...	825.96
504-3803-46732	GENERAL LIABILITY INSUR...	20,488.39
504-3803-46733	VEHICLE INSURANCE	8,368.39
504-3803-47415	MAINTENANCE-GROUNDS..	3,001.56
504-3803-48598	PROFESSIONAL SERVICES	26,791.87
505-3904-34601	WASTE DISPOSAL	23,936.16
505-3904-42620	UNIFORM/LINEN-SOLID ...	462.00
505-3904-43316	GAS & OIL	368.14
505-3904-43317	DIESEL FUEL-SOLID WASTE...	2,468.54
505-3904-43740	PRINTING/PUBLISHING	24.95
505-3904-43770	SUBSCRIPTION & DUES	8,935.19
505-3904-43775	TELEPHONE	229.25
505-3904-43780	UTILITIES	1,656.57
505-3904-44607	FIELD SUPPLIES-SOLID WA...	53.16
505-3904-44615	SAFETY EQUIPMENT	792.03
505-3904-44810	EQUIPMENT & MACHINE...	42.18
505-3904-45796	FRANCHISE TAX	1,277.94
505-3904-46732	GENERAL LIABILITY INSUR...	20,488.39
505-3904-46733	VEHICLE INSURANCE	28,452.51
505-3904-47420	MAINTENANCE-VEHICLE/...	6,689.22
506-4005-42310	PER DIEM-WASTEWATER ...	51.00
506-4005-43316	GAS & OIL	1,241.62
506-4005-43317	DIESEL FUEL-WASTEWAT...	32.47
506-4005-43416	O & M PURCHASES-WAST...	1,660.61
506-4005-43770	SUBSCRIPTION & DUES	8,935.19
506-4005-43775	TELEPHONE	211.72
506-4005-43780	UTILITIES	17,428.44
506-4005-44605	CHEMICALS/LABORATORY...	7,717.94
506-4005-44607	FIELD SUPPLIES-WASTEW...	826.70
506-4005-44615	SAFETY EQUIPMENT	300.00
506-4005-46732	GENERAL LIABILITY INSUR...	20,488.39
506-4005-46733	VEHICLE INSURANCE	9,205.23
506-4005-47425	OTHER MAINTENANCE-W...	774.09
506-4005-48798	VILLAGE OF WILLIAMSBU...	3,069.01
507-4203-44607	FIELD SUPPLIES	272.16
507-4203-44810	EQUIPMENT & MACHINE...	83.52
507-4203-45601	WASTE DISPOSAL	28,370.42
507-4203-47410	MAINTENANCE CONTRAC...	534.99
507-4203-47415	Maintenance-Grounds	1,322.75
508-4303-43780	UTILITIES	594.29
508-4303-45555	MISC EXPENSE	123.69
508-4303-48599	OTHER CONTRACTUAL SE...	10,850.00
509-4403-43316	GAS & DIESEL	64.49
509-4403-43740	PRINTING/PUBLISHING	25.23
509-4403-43775	TELEPHONE	452.89
509-4403-43780	UTILITIES	1,237.36
509-4403-44606	OFFICE SUPPLIES	129.58
509-4403-44607	FIELD SUPPLIES	28.49
509-4403-46733	VEHICLE INSURANCE	836.84
600-7003-47420	MAINTENANCE-VEHICLE/...	57.02
Grand Total:		<u>1,329,587.88</u>

Project Account Summary**Project Account Key**
None**Payment Amount**
1,329,587.88
1,329,587.88**Grand Total:**



E.7

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Joint Powers Agreement (JPA) between the Village of Williamsburg and the City of Truth or Consequences related to Police Services

BACKGROUND:

This JPA was previously handled by the Clerk for the Village of Williamsburg. When she resigned last year, the City took on the duties of submission to the DFA. Upon of approval, the DFA recommended numerous changes to the JPA.

STAFF RECOMMENDATION:

Approval of the JPA.

SUPPORT INFORMATION:

The attached agreement incorporating changes to the JPA between the Village of Williamsburg and The City of Truth or Consequences for the purpose of Police Services.

Name of Drafter: Angela A. Torres	Department: Clerks Office	Meeting date: December 12, 2018
Email: aatorres@torcnm.org	Phone: 894-6673	

A JOINT POWERS AGREEMENT
BY AND BETWEEN
THE CITY
OF TRUTH OR CONSEQUENCES
AND
VILLAGE OF WILLIAMSBURG
FOR POLICE SERVICES

JOINT POWERS AGREEMENT
by and between Village of Williamsburg
and the City of Truth
or Consequences
Regarding Provision of Police Services

This Police Protection Services Agreement is made and entered into effective February 1, 2018 by and between Village of Williamsburg ("Village"), a New Mexico Municipal Corporation, and the City of Truth or Consequences ("City"), a New Mexico Municipal Corporation,, for the purposes and consideration hereinafter set forth.

RECITALS

WHEREAS, the Village is desirous of protecting its citizens from crime, criminal activity and the criminal element; and

WHEREAS, the Village and the City are municipal corporations under the laws of New Mexico and are empowered and authorized to employ police officers under applicable law, including but not limited to Section 3-13-2 NMSA 1978; and

Formatted: Font: Bold

Formatted: Font: Not Bold

WHEREAS, the Village has a contiguous boundary with the City; and

WHEREAS, in the exercise of their joint powers the Village desires to engage the services of the City for the provision of Police Protection Services to the Village, and the City desires to provide such services to the Village, on the terms and conditions hereafter stated; and

WHEREAS, the Village and the City are public agencies authorized to enter into joint powers agreements for the purpose of exercising their common powers in accordance with the Joint Powers Agreements Act, Sections 1-11-1 through 1-11-7, NMSA 1978.

NOW THEREFORE, for and in consideration of the premises, and the mutual agreements of the parties hereinafter set forth, the Village and the City agree as follows:

1.0 AUTHORITY TO ENTER INTO A JPA

1.1 The Village certifies that it has the authority to enter into this JPA. By majority vote of the Board of Trustees of the Village at its January 11, 2018 Regular Trustee Meeting, the Mayor is authorized to execute this JPA.

1.2 The City certifies that it has the authority to enter into this JPA. By majority vote of the City Commission of the City at its January 24, 2018 Regular Commission Meeting, the Mayor is authorized to execute this JPA.

2.0 INTENT OF THE PARTIES.

The intent of the parties to this JPA is to enter into an agreement under which the City agrees to fully assume the management, operations, patrols, police powers under the direction and guidance of the City Chief of Police and the Trustees of the Village in accordance with applicable provisions of the New Mexico State Laws and Regulations, and other applicable state and federal laws. In general, the City agrees to perform the required professional services and to be fully compensated therefore by a yearly base fee established herein, unless this JPA specifically provides for a payment by the Village above and beyond the base fee. Although many specific obligations are delineated in this JPA, this delineation is not intended to be a limitation, and the City is expected to perform all Police Protection Services activities and undertakings reasonably necessary safety and welfare of the Citizens of the Village.

3.0 TERM.

3.1 General. Unless this JPA is sooner terminated as hereinafter provided, the City shall manage, operate, and perform Police Protection Services to the Village during the period of time set forth herein. Upon termination of this JPA, for any reason, The City shall immediately turn over to the Village or its representative, all books, the City records, and other property of the Village at no cost to the Village.

3.2 Initial Term. The Initial Term of this JPA shall be for a period of Three (3) years, beginning on the date of execution. Each fiscal year, the parties shall review the agreement. No specific action is required to continue the agreement, however the individual parties may indicate by a majority vote of its Governing Body an intent to not extend this agreement. The parties recognize that the Village is a political subdivision of the State of New Mexico governed by the annual budget requirements of state statutes, and that, therefore, the JPA is subject to annual appropriations. The Board of Trustees of the Village hereby represents that it has the present intent to make the annual appropriations necessary to fund this JPA.

4.0 COMPENSATION.

4.1 Basic and Additional Compensation. As compensation for services specified in Section 5.0 hereof to be rendered by the City under this JPA ("Basic Services"), the City shall receive a yearly fee as established herein to be paid in quarterly payments.

Yearly Base Fee:

\$ 40,000.00 of which approximately \$20,000 shall be in the Village General fund and approximately \$20, 000 shall come from the State Law Enforcement Protection Fund (LEPF).

The City agrees not to purchase Vehicles out of the LEPF but what purchases they do make out of the LEPF will:

- Be in accord with the State Procurement Act
- Be eligible under the LEPP guidelines
- Will remain the property of the City even upon completion/termination of this JPA.

All invoices which are timely presented shall, unless in dispute, be paid not later than thirty (30) days after the end of the quarter in which the invoice is presented; provided, however, that in the event of a bona-fide dispute over an invoice.

4.2 Annual Adjustment. The base fee will be adjusted annually, at the end of the JPA year, according to any increase or decrease in the Consumer Price Index - All Urban Consumers -United States Bureau of Labor Statistics, South Region. The first annual increase or decrease in compensation shall be effective one year after the date of execution and annually each thereafter for the duration of this JPA. The maximum amount the base fee can be adjusted, in any one year as a result of a change in the Consumer Price Index, is five (5) percent.

4.3 Strict Accountability for Funds. The City shall be strictly accountable for all receipts and disbursements of funds under this JPA.

Formatted: Font: Not Bold

5.0 BASIC DUTIES AND RESPONSIBILITIES OF THE CITY.

The following Basic Police Protection Services shall be provided to the Village by the City for the compensation set forth in paragraph 4.0 of this JPA:

1. City shall, at its sole expense, provide all personnel, vehicles, tools, equipment and machinery, transportation, testing and other facilities reasonably necessary for the proper performance of such Basic Police Protection Services and Animal Control Services.
2. A monthly report will be generated on reportable incidents, to provide the Village with an account of the incident for its records.
3. When required by State Statute an arrest will be made on all incidents.
4. Make routine patrols of the Village during each shift.
5. If we are not able to provide the needed Police Protection Services we will advise Central Dispatch to notify the Sierra County Sheriff's Department or the New Mexico State Police.
6. Provide information and testimony related to any claims made by the public against the Village.

7. In addition to Police Protection Services the City will provide Animal Control Services in the same manner as the City has provided them in the past without additional compensation. The ACO will issue citations for animal ordinance violators.
8. Provide qualified administrative personnel to conduct the daily business of providing Police Protection Services to the citizens of the Village including a Chief of Police, a Captain, a Lieutenant, and a Field Sergeant.
9. Respond to resident inquiries, complaints and concerns in a professional, courteous and timely manner. Use best efforts to promote good relations with the Village's customers and residents.
10. Monitor and track all customer complaints and inquiries received, and report the same to the Village in the monthly report.
11. Respond to any routine inquiries or routine reporting requirements of any governmental authority, The Village's trustees or attorneys in a prompt, professional manner, if the law provides authority of such.
12. The City Police Chief will attend regular Trustee meetings and any special meetings upon request. Provide monthly operational and financial reports to the Board of Trustees, in a format normally used by the City.
13. Submit materials which are to be included in Trustee's meeting packets and which require legal review to the office of the Village's General Counsel no later than five (5) business days preceding the regular Trustee meeting unless other arrangements are approved by the Village Clerk.
14. Coordinate with other Village advisors, including attorneys, engineers, accountants and financial consultants as needed.
15. Periodically review the Rules, Regulations, and Ordinances and make recommendations for changes as necessary.
16. Maintain all records and files in accordance with state and federal law, and assure that these records and files are accessible to anyone during normal business hours in accordance with the New Mexico Public Information Act.
17. The City' police personnel will maintain normal hours of operation which shall be 24 hours a day, seven days a week, including state and national holidays. Personnel will not necessarily be located at the Village, at all times, but will be available during these working hours for police related

business and routine police patrols. Non-emergency contacts will be restricted to the hours of 8:00 a.m. to 5:00 p.m. Monday thru Friday at the Police Department Offices located at 507 McAdoo. All other calls for service will be through Central Dispatch: Emergencies: 911, calls for service: 894-7111.

18. The services of the Police Protection Services Program will be related to criminal activities of all types including Traffic Enforcement. The customer will be advised of the appropriate agency to contact if their situation is not within the realm of traffic enforcement or criminal law.

19. Traffic citations issued and misdemeanor arrests made, within the Village, will be directed through the Village Court under the appropriate Village ordinance. Felony arrests and crimes not covered under Village ordinances will be directed through the DA's Office and the Magistrate Court under the appropriate State Statute.

6.0 OBLIGATIONS OF THE VILLAGE

The Village shall be solely responsible for enforcement of all non-police (Code Enforcement and other Civil matters) related Village Codes, state laws, and federal mandates.

7.0 INSURANCE.

Both entities are Municipal Corporations belonging to the New Mexico Municipal League's Self Insurer's Fund. Each Party shall continue to provide the same level of insurance that it currently provides.

8.0 POLICE CHIEF & QUALIFIED PERSONNEL.

The City agrees to provide a Police Chief to supervise the operations of the Police Department, and agrees to staff the Police Department with employees experienced in Police Protective Services procedures.

9.0 VEHICLES.

The City agrees to furnish all vehicles and mobile field equipment and necessary equipment to operate the Police Department. These vehicles will bear markings identifying them as vehicles belonging to The City.

10.0 SAFETY EQUIPMENT.

The City shall be responsible for furnishing all safety equipment needed to implement the requirements of this agreement except that equipment that is to be donated by the Village.

11.0 TERMINATION.

11.1 Termination.

Either party hereto shall have the right to terminate this JPA upon thirty (30) days notice to the other party. Notwithstanding, any other provision of this JPA, the right of termination set forth in this Section may be exercised at the sole discretion of either party with or without cause.

11.2 Disposition of Surplus Moneys and Properties upon Termination

In the event this JPA is terminated, all vehicles and equipment of the City shall be retained by the City as provided in Section 4.1 of this JPA. If any surplus funds provided to the City from the Village General Fund under this JPA, for services after the date of termination, remain in the possession of the City upon termination, such funds shall be returned to the Village, but this provision shall not require the return of any funds expended by either party for services prior to the date of termination.

Formatted: Font: Not Bold, Font color: Orange,
Character scale: 89%, Condensed by 0.05 pt

12.0 CHANGE IN SCOPE ADJUSTMENT.

If any significant changes in the scope of the operation of the Police Protection Services which are the subject of this agreement occur, including changes in the governmental regulatory compliance regulations which increase the City's costs, the City shall be entitled to negotiate additional compensation. Such additional compensation will be negotiated by the parties within thirty (30) days after the change. If no negotiated agreement is achieved within thirty (30) days of the change, the City may exercise its right to terminate the agreement. Any change in the scope of this JPA shall not become effective until approved by the Secretary of the Department of Finance and Administration.

13.0 EQUIPMENT FURNISHED BY THE CITY.

The parties agree that any capital or proprietary equipment purchased and/or furnished by the City during the term of this JPA shall remain the sole and exclusive property of the City.

14.0 INDEMNITY.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

15.0 FORCE MAJEURE.

The City shall not be deemed to be in default if performance of the obligations required by this JPA is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, flood, strike, accident, civil commotion, epidemic, act of government or its agencies or officers, or any other cause beyond the control of the parties. Upon occurrence of such an event, the City shall

provide Police Protection Services on a best effort basis (at no additional cost to the City). If any additional expense is incurred by the City in such operation, that expense shall be deemed to be an Extraordinary Cost, for which the City will submit an invoice to the Village for reimbursement.

16.0 REASONABLE DILIGENCE.

The City agrees to use reasonable knowledgeable and diligence in the provision of Police Protection Services, but the City shall not be liable for any direct or indirect loss, injury or damage resulting from diminution or interruption of service within the Village unless such diminution or interruption of service results from the willful misconduct or negligence of the City, its agents, subcontractors, or employees.

17.0 COMPLIANCE WITH STATE LAW.

Should any provision of this JPA be determined to be in conflict with the laws of the State, the parties agree to amend such provision to ensure compliance with the laws of the State.

18.0 ASSIGNMENT.

Neither The Village nor the City may assign this JPA or any portion thereof without receiving the prior written consent of the other party.

19.0 NOTICES.

All notices allowed or required to be given hereunder must be in writing and must be personally delivered or dispatched by United States certified mail, postage prepaid, return receipt requested, to the addresses shown at the end of this JPA. Either party hereto may change the address to which any such notice is to be addressed by giving notice in writing to the other party of such change. Any time limitation provided for in this JPA shall commence with the date that the party actually receives such written notice, and the date of postmark of any return receipt indicating the date of delivery of such notice to the addressee shall be conclusive evidence of such receipt.

20.0 DISPUTES.

The parties agree that if any dispute arises between them relating to this JPA, that they will utilize their best efforts to resolve the issue prior to the commencement of any legal proceedings.

21.0 AMENDMENTS.

No subsequent alteration, amendment, change, deletion or addition to this JPA shall be binding upon the Village or the City unless made in writing ~~and~~ signed by both the City and the Village and approved by the Secretary of the Department of Finance and Administration.

22.0 VENUE, APPLICABLE LAW.

This JPA shall be construed under and in accordance with the laws of the State of New Mexico. All of the obligations contained in this JPA are performable in the Village, New Mexico, except those laboratory procedures, booking, investigations, or other work that may be performed in the City or elsewhere.

23.0 TITLES.

The titles of the Articles, Sections, Subsections, Paragraphs, or Subparagraphs of the JPA are intended strictly for the convenience of the parties and shall have no effect and shall neither limit nor amplify the provisions of the JPA itself.

24.0 SEVERANCE.

Should any provision of this JPA be held to be void, voidable, or for any reason whatsoever, of no force and effect, such provision shall be construed as severable from the remainder of this JPA and shall not affect the validity of all other provisions of this JPA which shall remain in full force and effect.

25.0 ENTIRE AGREEMENT.

This JPA contains the entire agreement between the parties. Any oral representation of modification concerning this JPA shall be of no force excepting a subsequent amendment in writing signed by the party to be charged.

26.0 FAILURE TO ENFORCE.

The failure on the part of either party to enforce its rights as to any provision of this JPA shall not be construed as a waiver of its rights to enforce such provision in the future.

VILLAGE OF WILLIAMSBURG

WITNESS OUR HANDS AND SEALS THIS ____ DAY OF _____, 2018.

Debra Stubblefield, Mayor
Village of Williamsburg

ATTEST:

Linda Bauer, Village Clerk
Village of Williamsburg

CITY OF TRUTH OR CONSEQUENCES

WITNESS OUR HANDS AND SEALS THIS ____ DAY OF _____, 2018.

Steve Green, Mayor
City of Truth or Consequences

ATTEST:

Renee Cantin, City Clerk/Treasurer
City of Truth or Consequences

The State of New Mexico Department of Finance and Administration approves this Agreement:

STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Cabinet Secretary Date

E.8



CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Joint Powers Agreement (JPA) between the Sierra County Commission, Sierra County Detention, and the City related to the renewal of detainee housing term.

BACKGROUND:

The JPA was processed back in May 2017, however, DFA had issues with the language to state the agreement would be "indefinite" as to where the other documents had "annually." It would be faster to process on both County and City agenda's for the required signatures once again. It was an oversight that has now been corrected.

STAFF RECOMMENDATION:

Approval of the JPA.

SUPPORT INFORMATION:

Contract between the County of Sierra, Sierra County Detention Center Administrator and The City of Truth or Consequences for the purpose of Housing and Care of Prisoners.

Name of Drafter: Angela A. Torres	Department: Clerks Office	Meeting date: December 12, 2018
Email: aatorres@torcnm.org	Phone: 894-6673	

Shelly Trujillo
County Clerk
575-894-2840

Terri Copsin
County Treasurer
575-894-3524

Keith Whitney
County Assessor
575-894-2589

Thomas Pestak
Probate Judge
575-740-4900



Bruce Swingle
County Manager
855 Van Patten

Truth or Consequences, New Mexico 87901

Ken Lyon
District 2
575-894-6215

James E. Paxon
District 1
575-894-6215

Frances L. Luna
District 3
575-894-6215

Glenn Hamilton
Sheriff
575-894-9150

November 26, 2018

City of Truth or Consequences
Attn: Renee Cantin CMC, City Clerk- Treasurer
505 Sims
T or C, New Mexico 87901

Dear Ms. Cantin:

RE: JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF SIERRA AND THE CITY OF TRUTH OR CONSEQUENCES-HOUSING & CARE OF ADULT PRISONERS

Enclosed are the (4) Original Joint Powers Agreements between *Sierra County and The City Truth or Consequences*, for the **Housing and Care of Adult Prisoners**, each will require proper signatures to be considered completed for processing. The County has already signed and agreed to the terms and conditions.

The JPA was processed back in May 2017, however, DFA had issues with the language to state the agreement would be "indefinite" as to where the other documents had "annually". It would be faster to process on both County and City agenda's for the required signatures once again. It was an oversight that has now been corrected.

Please, sign and return **all** Original Documents back to the County in the envelope provided for processing.

Should you have any questions or concerns, please do not hesitate to contact me. We look forward to continue working with you.

Thank you.

Regards,

Chief Procurement Officer
County of Sierra
(575) 894-6215 Fax (575) 894-9548
jholguin@sierraco.org

ENC: (1) Cover Letter (4) Original Joint Powers Agreements and (1) Return Envelope

**AMENDMENT TO JOINT POWERS AGREEMENT BETWEEN THE BOARD OF
COUNTY COMMISSIONERS OF SIERRA COUNTY AND THE CITY OF TRUTH
OR CONSEQUENCES, NEW MEXICO FOR THE HOUSING AND CARE OF
ADULT CITY PRISONERS**

THIS Amendment to the Joint Powers Agreement ("JPA") is made as of August 24, 2018, by and between the BOARD OF COUNTY COMMISSIONERS OF SIERRA COUNTY, NEW MEXICO, a political subdivision of the State of New Mexico ("COUNTY"), and the CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO ("CITY"), collectively ("PARTIES").

RECITALS:

A. The COUNTY and CITY approved a JPA providing for the housing and care of adult city prisoners, which JPA provides, in pertinent part, that the Agreement would remain in effect from July 1, 2015, to July 1, 2016, and may be renewed annually for up to two additional years, on the same terms and conditions, by the mutual consent of all Parties.

B. The COUNTY and CITY seek to indefinitely extend the Agreement subject to the modification and termination provisions contained therein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated by reference as a material part of the JPA as if the same were set out completely in the JPA.

2. **Amendment.** The JPA shall be amended as set forth in this instrument, and, except as expressly amended by this instrument, shall remain in full force and effect as written.

 **ORIGINAL**

3. **Modification to the Term of the Contract.** Section II of the JPA, relating to the Term of the JPA, is deleted in its entirety and the following paragraph is substituted in its place:

II. DURATION

THIS JPA will remain in effect indefinitely, on approval of all Parties in accordance with the provisions herein. This JPA will continue unless modified as provided in Section XIV or terminated as provided in Section XX.


WITNESSETH, the parties have made and executed this instrument as of the date of execution by the Department of Finance and Administration.

**APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:**


County Attorney

ATTEST:

(Seal)


County Clerk

**BOARD OF COUNTY COMMISSIONERS
OF SIERRA COUNTY, NEW MEXICO**

By:


Chairman

Date:


Vice-Chairman


Administrator - Sierra County, New Mexico

Detention Center

APPROVED AS TO LEGAL FORM:

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

City Attorney

By: _____
Mayor

ATTEST: (Seal)

City Clerk

Date: _____

APPROVED:

NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, LGD

By: _____

Date: _____

DFA Secretary



E.9

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

FY 19 NM Fire Protection Grant Awards

BACKGROUND:

Fire Chief Tooley requested that this item be added to the agenda for approval

STAFF RECOMMENDATION:

None

SUPPORT INFORMATION:

Breakdown Sheet of Grant Award

FY19 NM FIRE PROTECTION GRANT AWARDS

Pinos Altos	Apparatus	100,000.00
Pleasant Hill	Apparatus	100,000.00
Pojoaque	SCBA	100,000.00
Ponderosa	PPE; SCBA	68,667.30
Porter	General Fire Fighting Equipment	47,500.00
Quemado	Apparatus	100,000.00
Raton	Facility Improvement	100,000.00
Rio Fernando	Apparatus	100,000.00
Rio Rancho	Communication	100,000.00
Rosebud Fire & Rescue	Apparatus	100,000.00
Roswell	Apparatus	100,000.00
Rowe	Facility Improvement; General Fire Fighting Equipment; PPE; SCBA	98,141.40
San Cristobal	PPE	67,500.00
San Rafael	Communication; General Fire Fighting Equipment; PPE; SCBA	93,759.30
Santa Fe	Communication	100,000.00
Sapello-Rociada	Apparatus	100,000.00
Sapillo Creek	SCBA	63,000.00
Sedan	Apparatus	100,000.00
Sierra	SCBA	83,570.40
Sierra Bonita-Rincon	Dedicated Fire Suppression Water Supply; Facility Improvement	99,000.00
Silver City	SCBA	100,000.00
Socorro	Communication; PPE	86,400.00
South Fire District	SCBA	89,640.00
Sullivan Road District #9	Apparatus; Rescue	100,000.00
Sunland Park	PPE; Rescue; Training	89,991.90
Taos	PPE; Rescue	100,000.00
Tesuque	SCBA	68,400.00
Torreon	PPE	73,877.40
Truth or Consequences	Communication; PPE	79,819.20
Tucumcari	Training	100,000.00
Valley (De Baca)	Apparatus; Communication; Dedicated Water Supply; Facility Improvement; PPE	99,999.90
Valley District #1	Apparatus; Communication; PPE	100,000.00
White Oaks	Facility Improvement	100,000.00
Wild Horse Ranch	Apparatus	100,000.00
Total Awarded		\$ 10,193,871.35

F.1



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 2nd 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 2nd 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:

Action item will be on January Agenda as previously directed by Commission

SUPPORT INFORMATION:

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



COMMUNITY DEVELOPMENT DEPARTMENT
Voice - (575) 894-6673 x 316 Fax - (575) 894-0363
E-mail 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 Rock

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 M. Iles</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

11/1/18
 Date

Sean Miks
 Name of Applicant (Print)

PLANNING APPLICATION FORM -page 3

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

BUILDING CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:
2015 NEW MEXICO COMMERCIAL BUILDING CODE

MECHANICAL CODE:
2012 NEW MEXICO MECHANICAL CODE

FIRE CODE:
INTERNATIONAL FIRE CODE, IFC 2012

ELECTRICAL CODE:
2014 NEW MEXICO ELECTRICAL CODE
[NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 LIGHTING PROTECTION CODE
[NFPA 780 - 2000, LIGHTNING PROTECTION CODE]

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL, THIRTEENTH EDITION
TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES
TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM
IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE 682.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS

TELCORDIA GR-1503, COAXIAL CABLE CONNECTIONS

ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

SEISMIC ZONE "C"

ZONING NOTES

REMOVAL:
ALL WIRELESS TELECOMMUNICATIONS FACILITIES WHICH ARE NOT IN USE FOR THREE CONSECUTIVE MONTHS SHALL BE REMOVED BY THE WIRELESS TELECOMMUNICATIONS FACILITY OWNER. THIS REMOVAL SHALL TAKE PLACE WITHIN THREE MONTHS OF THE END OF SUCH THREE MONTH PERIOD. UPON REMOVAL, THE SITE SHALL BE REVEGETATED TO BLEND IN WITH THE EXISTING SURROUNDING VEGETATION.

HEALTH ISSUES:
EVERY WIRELESS TELECOMMUNICATIONS FACILITY SHALL MEET HEALTH AND SAFETY STANDARDS FOR ELECTROMAGNETIC FIELD EMISSIONS AS ESTABLISHED BY THE FEDERAL COMMUNICATIONS COMMISSION OR ANY SUCCESSOR THEREOF, AND ANY OTHER FEDERAL OR STATE AGENCY.

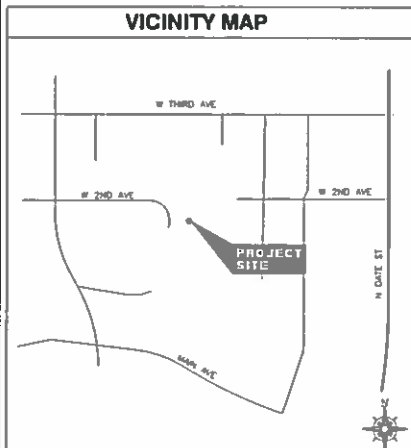
ICC:
EVERY WIRELESS TELECOMMUNICATIONS FACILITY SHALL MEET THE REGULATIONS OF THE FCC REGARDING PHYSICAL AND ELECTROMAGNETIC INTERFERENCE. THE ONLY SIGNAGE WHICH IS PERMITTED IS THAT WHICH IS REQUIRED BY STATE OR FEDERAL LAW.

LIGHTING/SIGNAGE:
EVERY WIRELESS TELECOMMUNICATION FACILITY SHALL MEET THE NIGHT SKY RESTRICTIONS OF THE COMPREHENSIVE CITY ZONING CODE. LIGHTING OR SIGNS WILL BE PROVIDED ONLY AS REQUIRED BY FEDERAL OR STATE AGENCIES.

FCC COMPLIANCE:
RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.



NML06165
SITE NAME: TRUTH OR
CONSEQUENCES WATER TANK
FA CODE: T.B.D
USID: T.B.D
PTN: T.B.D



GRAVITY PAD PROJECT DESCRIPTION

GRAVITY PAD PROPOSES TO CONSTRUCT A NEW TELECOMMUNICATION FACILITY. FACILITY TO BE A CHAIN-LINK FENCED (BY GRAVITY PAD) COMPOUND (6 FT HIGH), W/ (1) 6 FT WIDE ACCESS GATES (BY GRAVITY PAD). GRAVITY PAD WILL INSTALL A NEW 800 4-METER ELECTRICAL SERVICE WHICH WILL PROVIDE (1) 200A METER SPACE. GRAVITY PAD TO PROVIDE TELCO CONDUIT FROM LEC POE TO H-FRAME. GRAVITY PAD WILL PROVIDE COMPACTED CRUSHED STONE DUST PROOF COVER FOR COMPOUND.

ADA COMPLIANCE & NOTES

ADA COMPLIANCE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES.

1. SUB-CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION.
2. THE ANTENNAS SHALL NOT INTERFERE WITH ANY EXISTING COMMUNICATION SITES.
3. ALL ITEMS SHOWN ON THIS DRAWING ARE EXISTING UNLESS OTHERWISE NOTED.
4. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.

GRAVITY PAD PARTNERS NML06165 TRUTH OR CONSEQUENCES WATER TANK

PUBLIC RECORD PARCEL NO. 3022078190410

W 2ND AVE
TRUTH OR CONSEQUENCES, NM 88056
SIERRA COUNTY
CO-LOCATION SITE EXISTING
45'-0" WATER TANK

PROJECT INFORMATION

PROPERTY OWNER

CITY OF T OR C
505 SIMS STREET
T OR C, NM 88056
CONTACT: T.B.D
PHONE: T.B.D
A/E
CLEAR BLUE SERVICES
4814 S. 35TH ST
PHOENIX, AZ 85040
ATTN: STEVEN DEJONGE
PHONE: (602) 426-9500
E-MAIL:
STEVENDEJONGE@CLEARBLUESERVICES.COM

SITE CONTACT/APPLICANT

GRAVITY PAD PARTNERS, LLC
P.O. BOX 2755
CORRALES, NM 87048
CONTACT: SEAN MUELS
PHONE: (602) 330-5150
CARRIER
AT&T
1355 W UNIVERSITY DR
MESA, AZ 85201-5419
CONTACT: ROBERT HOFFMEYER
PHONE: (480) 444-4681

SITE ACQUISITION

MDT
10590 WEST OCEAN AVE DRIVE
SUITE 300 SAN DIEGO, CA 92130
CONTACT: RYAN LARSON
PHONE: (858) 584-7441

PROJECT INFORMATION

SITE ADDRESS: SIERRA COUNTY
W 2ND AVE
TRUTH OR CONSEQUENCES, NM 88056
PROPERTY OWNER: CITY OF T OR C
505 SIMS STREET
TRUTH OR CONSEQUENCES, NM 87901

PARCEL ID: 3022078190410
TOWER TYPE: 45 FT WATER TANK
GROUND ELEVATION: 4,104.3'
LATITUDE: 33° 07' 54.7" N
LONGITUDE: 107° 15' 11.9" W
DECIMAL LATITUDE: 33.131861
DECIMAL LONGITUDE: -107.253306
JURISDICTION: CITY OF T OR C
EXISTING USE: PRIVATE
PROPOSED USE: UNMANNED WIRELESS COMM. FACILITY
LEASE AREA: 232 SF
OCCUPANCY: UNMANNED
CONSTRUCTION TYPE: V-B (NON-SPRINKLERED)
ZONING: PRIVATE

SITE INFORMATION

SITE NAME: NML06165 TRUTH OR CONSEQUENCES WATER TANK 3022078190410
SITE ID: NML06165
SITE ADDRESS: SIERRA COUNTY
W 2ND AVE TRUTH OR CONSEQUENCES, NM 88056

APPROVALS

LANDLORD	GRAVITY PAD PARTNERS.
DATE:	DATE:
CARRIER:	CONSTRUCTION:
DATE:	DATE:

AT&T PROJECT DESCRIPTION

GROUND SCOPE
• BUILD 6 FT HIGH CHAIN-LINK FENCED COMPOUND AROUND AT&T 232 SQ FT LEASE AREA (FENCING BY GRAVITY PAD)
• INSTALL (1) 6 FT WIDE, 6 FT HIGH METAL ACCESS GATES
• INSTALL (1) METAL PLATFORM W/ AT&T OUTDOOR EQUIPMENT
• CPS ANTENNA
• INSTALL OD SLEEVE ON PLATFORM SECURED H-FRAME
• INSTALL NEW PPC & NEMA HOFFMAN BOX ON NEW H-FRAME FOR LEC EQUIPMENT
TOWER SCOPE
INSTALL THE FOLLOWING ON NEW GRAVITY PAD TOWER
• NEW FLUSH PIPE MOUNT
• (3) ANTENNA
• (3) RHHS
• (1) 1B PAIR FIBER
• (2) DC POWER CABLES
• (1) RATCAP DC/FIBER SURGE PROTECTOR
ELECTRICAL SCOPE (SHOW BREAKER LIST)
• (3) SOA BREAKERS - FOR AIRSCALE RHHS
• 20A BREAKER - LEC PSMA
• 10A BREAKER - SMO

RFDS DATA SUMMARY

DESIGN PACKAGE BASED ON RF DATA SHEET

RFDS ID: 180

RFDS NAME: T.B.D

REVISION: 180

RFDS DATE: T.B.D

Updated by: T.B.D, Date Updated: T.B.D

SUMMARY OF EQUIPMENT:

NUMBER OF SECTORS: 3

NUMBER OF ANTENNAS: 3

NUMBER OF RHHS: 3

NUMBER OF FIBER/OPT. BUNDLES: 3

NUMBER OF FIBER TRUNK CABLES: 3

NUMBER OF DC TRUNK CABLES: 3

DRAWING INDEX

SHT.	DESCRIPTION	REV
T-1	SHEET INDEX & PROJECT DATA SHEET	A
A-1	OVERALL SITE PLAN	A
A-2	ENLARGED COMPOUND SITE PLAN	A
A-3	ELEVATIONS	A
A-4	ANTENNA & EQUIPMENT DETAILS	A

GRAVITY PAD TOWERS



1355 W UNIVERSITY DRIVE
MESA, AZ 85201-5419



NML06165
T OR C WATER TANK
FA CODE: T.B.D
USID: T.B.D
W 2ND AVE TRUTH OR CONSEQUENCES, NM 88056

REV	DATE	PROJECT DESCRIPTION	BY	CHK
1	10/01/18	PRELIMINARY CD'S	JD	DM

PROFESSIONAL SEAL

TITLE SHEET

SHEET NUMBER

T-1

NOTES
 1. CONTRACTOR TO COORDINATE & PROVIDE PRIVATE LOCATING SERVICE PRIOR TO CONSTRUCTION
 2. REFERENCE MANUFACTURER'S TOWER DRAWINGS ON INSTALLATION
 3. ALL COAXIAL CABLEING TO BE RUN INSIDE POLE

NOTE
 HAND DIG EXCAVATIONS NEAR EXISTING UTILITIES & WHERE INDICATED ON SITE PLAN

NOTE
 THIS SITE PLAN WAS GENERATED WITHOUT THE USE OF A SURVEY. PROPERTY LINES, RIGHT-OF-WAYS, POWER & TELECOM UTILITIES, POWER CORRECTIONS/ROUTES AND EASEMENTS SHOWN ON THESE PLANS ARE ESTIMATED. ALL ITEMS AND DIMENSIONS SHOULD BE VERIFIED IN THE FIELD.



GRAVITY PAD TOWERS



1355 W. UNIVERSITY DRIVE
 MESA, AZ 85201-5419



Clear Blue
 Services
 401 S. 20TH ST.
 PHOENIX, AZ 85004 602-420-0800

NML06165
T OR C WATER TANK
FA CODE: T.B.D
USID: T.B.D
W 2ND AVE TRUTH OR CONSEQUENCES
TRUTH OR CONSEQUENCES, NM 88056

REV	DATE	PROJECT DESCRIPTION	BY	CHKD
1				
2				
3				
4				
5				
6				
7				
8				
9				
10	10/01/18	PRELIMINARY CDT	JD	DH

PROFESSIONAL SEAL

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
A-1

GENERAL PROJECT NOTES N.T.S. 3

SPECIAL INSPECTION REPORT REQUIREMENT
 SPECIAL INSPECTORS SHALL KEEP RECORDS OF INSPECTIONS. THE SPECIAL INSPECTORS SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND TO REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE. REPORTS SHALL INDICATE THAT WORK INSPECTED WAS DONE IN CONFORMANCE TO APPROVED CONSTRUCTION DOCUMENTS. DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR THE CORRECTION. IF THE DISCREPANCIES ARE NOT CORRECTED, THE DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE BUILDING OFFICIAL AND TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE PRIOR TO THE COMPLETION OF THE PHASE OF THE WORK. A FINAL REPORT DOCUMENTING REQUIRED SPECIAL INSPECTIONS AND CORRECTION OF ANY DISCREPANCIES NOTED IN THE INSPECTIONS SHALL BE SUBMITTED AND A POINT IN TIME AGREED UPON BY THE PERMIT APPLICANT AND THE BUILDING OFFICIAL PRIOR TO THE START OF WORK.

DISCLAIMER:
 THIS SET OF DRAWINGS WAS PREPARED UTILIZING INFORMATION OBTAINED FROM PUBLIC DOCUMENTS MADE AVAILABLE ON COUNTY WEBSITES. CLEAR BLUE SERVICES CANNOT GUARANTEE THE ACCURACY OF THE DATA AND INFORMATION DEPICTED ON THE COUNTY WEBSITE AND HEREBY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE TRUTH, VALIDITY, RELIABILITY, ACCURACY, SUFFICIENCY OF ANY SAID DATA AND INFORMATION. THE PARCEL LINES ON MAPS ARE FOR ILLUSTRATION PURPOSES ONLY AND ARE NOT INTENDED TO BE USED AS A SURVEY PRODUCT. USER ACCEPTS RESPONSIBILITY FOR THE UNAUTHORIZED USE OR TRANSMISSION OF ANY SUCH DATA OR INFORMATION IN ITS ACTUAL OR ALTERED FORM.

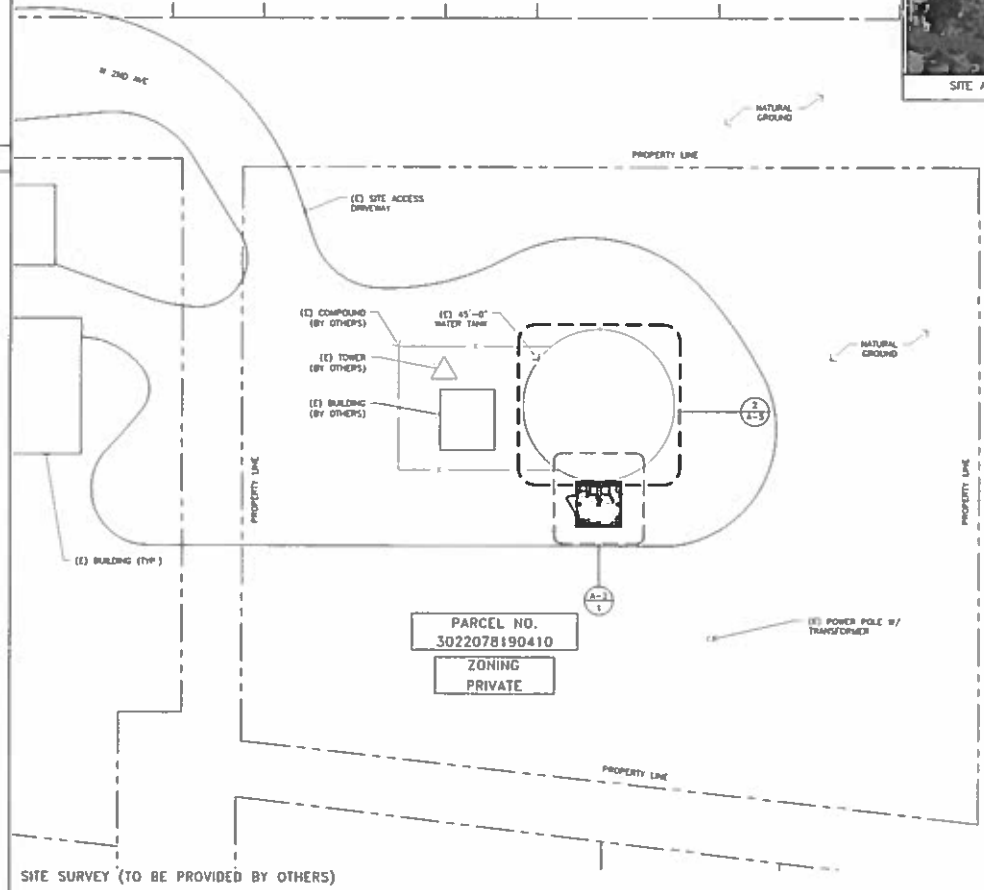
RECORDED DISCLAIMER:
 THE RECORDED'S DATA PROVIDED IN THESE DRAWINGS ARE BASED ON THE COUNTY RECORDED'S OFFICE AND COUNTY WEBSITES AS A SERVICE TO THE PUBLIC. THE COUNTY ASSESSOR AND RECORDED'S OFFICE HAVE TRIED TO ENSURE THAT THE INFORMATION CONTAINED IN THIS ELECTRONIC DOCUMENT IS ACCURATE. CLEAR BLUE SERVICES AND THE RECORDED'S OFFICE MAKES NO WARRANTY OR GUARANTEE CONCERNING THE ACCURACY OR RELIABILITY OF THE CONTENT AT THIS WEBSITE OR AT OTHER SITES TO WHICH WE LINK. ASSESSING ACCURACY AND RELIABILITY OF INFORMATION IS THE RESPONSIBILITY OF THE USER. CLEAR BLUE SERVICES SHALL NOT BE LIABLE FOR DAMAGES CONTAINED HEREIN OR FOR ANY DAMAGES IN CONNECTION WITH THE USE OF THE INFORMATION CONTAINED HEREIN.

ASSESSOR'S DISCLAIMER:
 THE DATA CONTAINED IN THIS DATABASE IS DEEMED RELIABLE BUT NOT GUARANTEED. THIS INFORMATION SHOULD BE USED FOR INFORMATIONAL USE ONLY AND DOES NOT CONSTITUTE A LEGAL DOCUMENT FOR THE DESCRIPTION OF THESE PROPERTIES. EVERY EFFORT HAS BEEN MADE TO ENSURE THE ACCURACY OF THIS DATA. HOWEVER, THIS MATERIAL MAY BE SLIGHTLY DATED, WHICH WOULD HAVE AN IMPACT ON ITS ACCURACY. CLEAR BLUE SERVICES DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY DIRECT OR INDIRECT DAMAGES RESULTING FROM THE USE OF THIS DATA.

- COMPLIANCE**
1. ADA COMPLIANCE, FACILITY IS NOT STAFFED AND NOT NORMALLY OCCUPIED
 2. SUB-CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION
 3. THE ANTENNAS SHALL NOT INTERFERE WITH ANY EXISTING COMMUNICATION SITES
 4. ALL ITEMS SHOWN ON THIS DRAWING ARE EXISTING UNLESS OTHERWISE NOTED
 5. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.

NOTE:
 1. SITE PLAN RENDERING DESIGNED FROM GRAVITY PAD PROVIDED FOR DRAWINGS. FINAL LEASE AND SITE LAYOUT IS TO BE BY SURVEYOR (BY OTHERS)

GENERAL NOTES N.T.S. 2

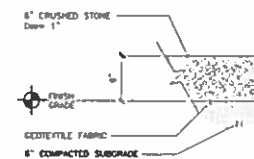
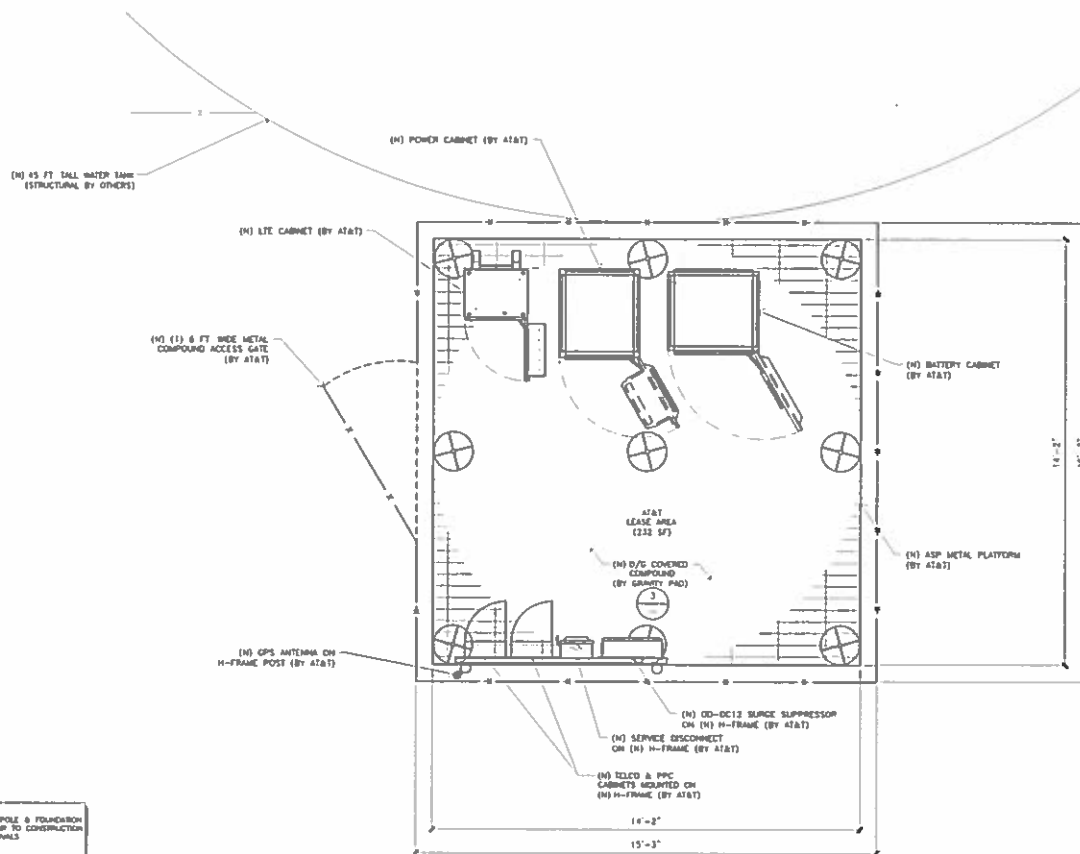


- LEGEND**
- (P) PROPOSED
 - (E) EXISTING
 - (F) FUTURE
 - HY FIRE HYDRANT
 - POB POINT OF BEGINNING
 - POW POINT OF WAY
 - NM SD WATER METER
 - SVAT SEWER VAULT
 - EVAT ELECTRIC VAULT
 - EP ELECTRIC PANEL
 - A.C.E. ACCESS CONTROL EASEMENT
 - — — — — PROPERTY LINE
 - — — — — OVERHEAD ELECTRIC
 - — — — — BLUESTAND WATER LINE
 - — — — — SPOT ELEVATION
 - — — — — POSITION OF GEODETIC COORDINATES
 - GV VALVE GAS VALVE
 - POW POWER POLE
 - SM SANITARY SEWER MANHOLE
 - FO FOUND AS NOTED
 - — — — — BLUESTAND WATER LINE
 - — — — — BLUESTAND ELECTRIC LINE

NEW MEXICO
BLUE STAKE
 CALL FOR WORKING DATES
 BEFORE YOU DIAL
Dial 811 or
505-260-1990
 (ALTERNATE DIAL)
1-800-321-ALERT
 (STATE WIDE)



FULL SCALE 1" = 20'
 40' 30' 20' 10'
HALF SCALE 1" = 40'
 80' 60' 40' 20' 10'

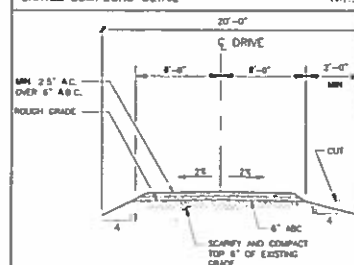


NOTES:

1. SUBGRADE SHALL BE CLEAN AND FREE OF ROCKS, ROOTS AND OTHER ORGANIC MATERIAL.
2. SPRAY AREA UNDER BUILDING & NEW CRUSHED STONE AREA WITH HERBICIDE. COVER W/ GEOTEXTILE FABRIC AND 6" CRUSHED STONE.
3. SUBCONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO CONFIN HERBICIDE TO THE FENCED PROJECT AREA.

GRAVEL COMPOUND DETAIL

N.T.S. 3



ACCESS DRIVEWAY DETAIL

N.T.S. 2

NOTE:
1. STRUCTURAL ANALYSIS FOR POLE & FOUNDATION
REQUIRED. BY OTHERS. PRIOR TO CONSTRUCTION
FOR SUPERINTENDENT APPROVALS.

**NEW MEXICO
BLUE STAKE**
CALL YOUR DRILLING DAYS
BEFORE YOU BUD
**Dial 811 or
505-260-1990**
(ALBUQUERQUE)
1-800-321-ALERT
(STATEWIDE)

COMPOUND SITE PLAN

GRAVITY PAD TOWERS



1355 W. UNIVERSITY DRIVE
MESA, AZ 85201-5419



NML06165
T OR C WATER TANK
FA CODE: T.B.D
USID: T.B.D
W 2ND AVE TRUTH OR CONSEQUENCES
TRUTH OR CONSEQUENCES, NM 88056

REV	DATE	PROJECT DESCRIPTION	BY	CHK
1				
2				
3				
4				
5				
6				
7				
8				
9				
10	10/01/15	PRELIMINARY CD'S	JD	CH

PROFESSIONAL SEAL

**ENLARGED
COMPOUND SITE
PLAN**

A-2

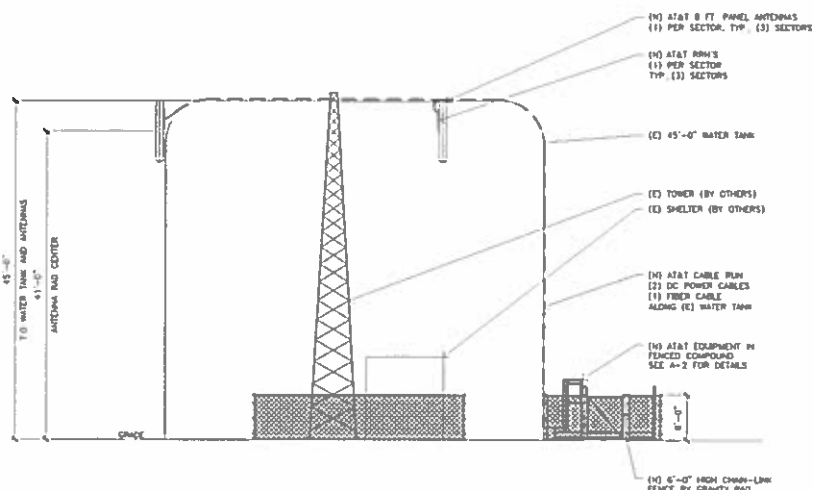
FULL SCALE 1/2" = 1'-0"
HALF SCALE 1/4" = 1'-0"
SCALE: 1/2" = 1'-0"

NOTE:
ALL ANTENNAS PAINT TO
MATCH EXISTING WATER TANK.

NOTE:
TOP OF ANTENNAS NOT TO
EXCEED 45'-0"

NOTE:
ALL ANTENNAS PAINT TO
MATCH EXISTING WATER TANK.

NOTE:
TOP OF ANTENNAS NOT TO
EXCEED 45'-0"

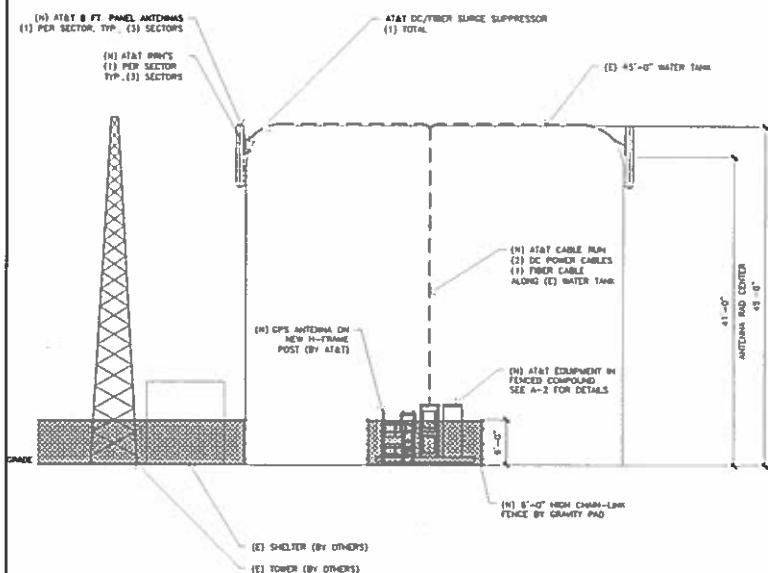


FULL SCALE 1/8" = 1'-0"
GRAPHIC SCALE
16' 8' 0' 8' 16'

HALF SCALE 1/16" = 1'-0"
GRAPHIC SCALE

WEST ELEVATION

SCALE: 1/8" = 1'-0" 2



FULL SCALE 1/8" = 1'-0"
GRAPHIC SCALE
16' 8' 0' 8' 16'

HALF SCALE 1/16" = 1'-0"
GRAPHIC SCALE

SCALE: 1/8" = 1'-0" 1

SOUTH ELEVATION

GRAVITY PAD TOWERS



1355 W UNIVERSITY DRIVE
MESA, AZ 85201-5419



Clear Blue
Services

1001 S. 20TH ST.
PHOENIX, AZ 85004-9001-6000

NML06165
T OR C WATER TANK
FA CODE: T.B.D
USID: T.B.D
W 2ND AVE TRUTH OR CONSEQUENCES
TRUTH OR CONSEQUENCES, NM 88056

REV	DATE	PROJECT DESCRIPTION	DRWN	CHKD
△				
△				
△				
△				
△				
△				
△				
△				
△	10/01/18	PRELIMINARY CD'S	JD	DR

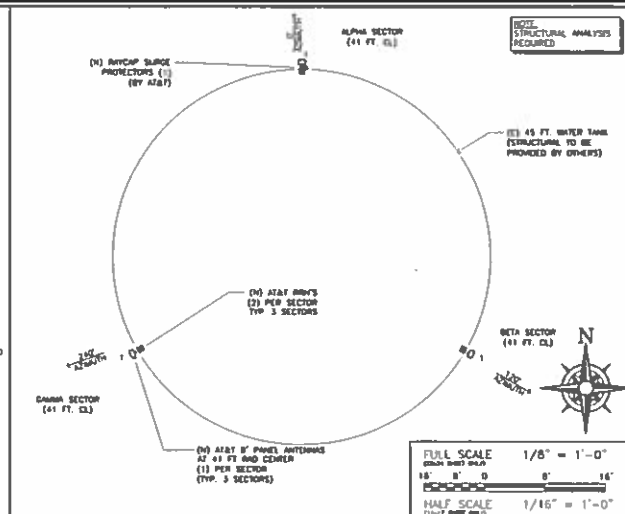
PROFESSIONAL SEAL

SHEET TITLE

ELEVATIONS

SHEET NUMBER

A-3



NML06165
T OR C WATER TANK
FA CODE: T.B.D
USID: T.B.D
W 2ND AVE TRUTH OR CONSEQUENCE:
TRUTH OR CONSEQUENCES, NW 88054

REV	DATE	PROJECT DESCRIPTION	DRWING
△			
△			
△			
△			
△			
△			
A	10/01/18	PRELIMINARY CO'S	JD (D)

PROTESSON, S. 2003

—SHEET TITLE—

ANTENNA LAYOUT & DETAILS

—OFF (mm)

A-4



G.1

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Resolution No. 21 18/19, Budget Adjustments transferred, as listed below

BACKGROUND:

Reconciling Budget Adjustments request (based on Chapter 6, Article 6 NM Statue) needed for increase expenses as listed below.

STAFF RECOMMENDATION:

Description	Amount	Recommendation
General Fund– Revenue Fund 101 101-1099-37380	\$15,200	Increase Revenue – Miscellaneous Revenue
General Fund– Expense Fund 101 101-1001-44607	\$8,500	Increase Expense - From Miscellaneous Revenue Increase – Special Election
Electric– Expense Fund 503 503-3702-80810	\$38,600	Increase Expense – From Ending Cash Balance – For Electric Replacement Poles
Electric – Expense Fund 503 503-3702-80845	\$3,400	Increase Expense – From Ending Cash Balance – For Enclosure of Electric Car Port

SUPPORT INFORMATION:

Finance Documents as presented.

Submitted by: [Click here to enter text.](#)

Department: [Click here to enter text.](#)

Meeting date: [Click here to enter date.](#)



RESOLUTION NO. 21-18/19

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 12th day of December, 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:	City of Truth or Consequences
FISCAL YEAR:	2018 / 2019
DFA Resolution Number:	21 18/19

For Local Government Division use only:

[illegible]

ATTEST:

Angela A. Torres, Acting City Clerk

(Date)

Steve Green, Mayor

(Date)



H.1

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Approval of Contract for New City Manager

BACKGROUND:

On Wednesday, November 28, 2018, the City Commission interviewed Vicki Ballinger, Paul Tooley and Morris Madrid for the City Manager position

STAFF RECOMMENDATION:

SUPPORT INFORMATION:

City Manager Contract



H.2

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Discussion/Action: Final approval of the WAPA Contract.

BACKGROUND:

November 19, 2018: Took the WAPA Contract to the Public Utilities Advisory Board, they approved the contract to move forward to the Commission for final approval.

STAFF RECOMMENDATION:

Approve WAPA contract.

SUPPORT INFORMATION: See attached WAPA contract.

Name of Presenter: Bo Easley	Department: Electric	Meeting date: 12-12-2018
E-mail: beasley@torcnm.org	Phone: 894-6673 ext. 372	

CONTRACT
BETWEEN

CITY OF TRUTH OR CONSEQUENCES

AND

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SALT LAKE CITY AREA INTEGRATED PROJECTS

FOR

FIRM ELECTRIC SERVICE

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
1	Preamble.....	1
2	Explanatory Recitals.....	2-3
3	Term of Contract.....	3-4
4	Definitions.....	4-6
5	Firm Electric Service.....	6-11
6	Pass Through of Costs.....	11-14
7	Annual Exchange of Energy and Capacity.....	14
8	Schedule of Rates.....	15
9	Scheduling, Accounting, and Billing Procedures.....	15-16
10	Power Factor.....	16-17
11	Conservation and Renewable Energy.....	17-18
12	Resale of Electric Service.....	19-20
13	General Power Contract Provisions.....	20
14	Exhibits.....	21
15	Authorized Representatives of the Parties.....	21
	Signature Clause.....	22
	Resolution.....	23
	Exhibit A - Points of Delivery, Voltages, and Delivery Obligations	
	Rate Schedule	
	General Power Contract Provisions	

CONTRACT
BETWEEN

CITY OF TRUTH OR CONSEQUENCES

AND

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SALT LAKE CITY AREA INTEGRATED PROJECTS

FOR

FIRM ELECTRIC SERVICE

1. PREAMBLE

THIS CONTRACT is made this 17th day of March 198 9, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved February 25, 1905, (33 Stat. 814), the Act of Congress approved July 3, 1952 (66 Stat. 325), the Act of Congress approved April 11, 1956 (70 Stat. 105), the Act of Congress approved August 4, 1977 (91 Stat. 565), and acts amendatory or supplementary to the foregoing Acts, between THE UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, an agency of the Department of Energy, hereinafter called "Western", represented by the officer executing this Contract, a duly appointed successor, or a duly authorized representative, hereinafter called the "Contracting Officer," and the CITY OF TRUTH OR CONSEQUENCES, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Mexico, hereinafter called the "Contractor," its successors and assigns, each sometimes hereinafter individually called "Party", and both sometimes hereinafter collectively called the "Parties";

1 WITNESS:
2

3 2. EXPLANATORY RECITALS

4 2.1 WHEREAS, the United States Bureau of Reclamation operates certain
5 Federal generation facilities known as the Collbran, Rio Grande, and
6 the Colorado River Storage Projects; and
7

8 2.2 WHEREAS, Western markets and transmits the electric power generated
9 at these Federal projects and collectively refers to the generation
10 and transmission facilities of these projects as the Salt Lake City
11 Area Integrated Projects, hereinafter called "SLCA Integrated
12 Projects"; and
13

14 2.3 WHEREAS, the electric power generated at the SLCA Integrated
15 Projects is allocated under the Post-1989 General Power Marketing
16 and Allocation Criteria and Call For Applications For Power (51 FR
17 4844), hereinafter called the "Criteria," published February 7,
18 1986; and
19

20 2.4 WHEREAS, Western's Administrator has approved final allocations of
21 the electric power generated at the SLCA Integrated Projects as
22 published in the Federal Register on April 2, 1987 (52 FR 10620);
23 and
24

25 2.5 WHEREAS, the Contractor desires to purchase and Western is willing
26 to furnish firm electric service from the SLCA Integrated Projects
27 under the terms and conditions stated herein; and

1 2.6 WHEREAS, Western has entered into Contract Nos. 14-06-400-2425 dated
2 May 2, 1962, and 8-07-40-P0695 dated May 19, 1978, with Public
3 Service Company of New Mexico, hereinafter called the "Company,"
4 under which the Company will accept power and energy for Western or
5 such other Party or Parties as Western may designate;
6

7 2.7 WHEREAS, the Contractor has entered into a transmission service
8 agreement with Plains Electric Generation and Transmission
9 Cooperative, hereinafter called the "Transmission Agent," under
10 which the Transmission Agent will transmit over its system all or a
11 portion of the power and energy contracted for hereunder.
12

13 NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the
14 Parties hereto agree as follows:
15

16 3. TERM OF CONTRACT

17 3.1 This Contract shall become effective in its entirety on October 1,
18 1989, except for Section 11, Conservation and Renewable Energy, and
19 Section 12, Resale of Electric Energy, which shall become effective
20 on the date first set forth in Section 1 hereof, and, subject to
21 prior termination as otherwise provided for herein, shall remain in
22 effect until midnight of the last day of the September 2004 billing
23 period. Section 11 and Section 12 of this Contract terminate and
24 replace Article 18, Resale of Electric Energy, and Article 12 of
25 Supplement No. 7, Conservation and Renewable Energy, of the
26 Contractor's existing Contract No. 14-06-500-1155 for firm electric
27 services

3.2 The date of initial service hereunder is the first day of the
October 1989 billing period.

4. DEFINITIONS

For the purposes of this Contract:

4.1 Contract Rate of Delivery or CROD is the maximum amount of capacity
the Contractor is entitled to receive in the peak month(s) of each
Winter Season and each Summer Season as set forth in Section 5 of
this Contract.

4.2 Designated Points of Delivery are those points described in
Exhibit A where firm electric service furnished by the SLCA
Integrated Projects is delivered to the Contractor or the
Contractor's transmission agent.

4.3 Fiscal Year is the 12-month period from the first day of the October
billing period of any calendar year through the last day of the
September billing period of the following calendar year.

4.4 Minimum Hourly Delivery is the minimum amount, as set forth in
Section 5.3 of this Contract, which the Contractor shall accept each
hour of each month of each season unless otherwise set forth in
Section 5.3 of this Contract.

1 4.5 Monthly Capacity is the quantity of firm capacity expressed in
2 kilowatts (kW) that Western is committed to supply and the
3 Contractor is entitled to receive each month, pursuant to Section
4 5.2 of this Contract.
5

6 4.6 Monthly Energy is the quantity of firm energy expressed in kilowatt-
7 hours (kWh) that Western is committed to supply and the Contractor
8 is entitled to receive each month pursuant to Section 5.2 of this
9 Contract.
10

11 4.7 Pass-Through-Cost Capacity or PTC Capacity is that capacity which
12 Western may purchase on behalf of its contractors, during the
13 applicable season, up to a maximum of 109,000 kW of Winter Season
14 capacity and 95,000 kW of Summer Season capacity, the costs of which
15 will be passed on to SLCA Integrated Projects' contractors on a
16 prorated basis as provided for in Section 6.
17

18 4.8 Pass-Through-Cost Energy or PTC Energy is that energy which Western
19 may purchase on behalf of its Contractors, during the applicable
20 year, up to a maximum of 400,000,000 kWh, the costs of which will be
21 passed on to SLCA Integrated Projects' contractors on a prorated
22 basis as provided for in Section 6.
23

24 4.9 Seasonal Energy is the quantity of firm energy expressed in kWh the
25 Contractor is entitled to receive each Winter Season and each Summer
26 Season as set forth in Section 5 of this Contract.
27

1 4.10 Summer Season is the 6 month period from the first day of the April
2 billing period through the last day of the September billing period
3 of any calendar year.
4

5 4.11 Time shall be Mountain Standard Time or Mountain Daylight Time, as
6 appropriate.
7

8 4.12 Winter Season is the 6 month period from the first day of the
9 October billing period of any calendar year through the last day of
10 the March billing period of the following calendar year.
11

12 5. FIRM ELECTRIC SERVICE

13 5.1 Western's Energy and Capacity Obligations: Western, under the terms
14 and conditions set forth herein, and within the available capacity
15 of substation and transmission facilities to deliver the firm
16 electric service at specific Designated Points of Delivery, will
17 furnish firm electric service to the Contractor at the mutually
18 agreed upon Monthly Energy and Monthly Capacity set forth in Exhibit
19 A up to the Seasonal Energy and the Contract Rates of Delivery.
20 Except as modified by Sections 5.1.1, 5.1.3, 5.1.5, and 5.1.6, the
21 Seasonal Energy, including Pass-Through-Cost Energy, shall be as
22 follows, with the Monthly Energy patterned upon the basis set forth
23 in Section 5.2:

24 Winter Season 14,234,333 kWh

25 Summer Season 13,285,367 kWh.

26 Except as modified by Sections 5.1.2, 5.1.3, 5.1.4, and 5.1.6, the
27 Contract Rates of Delivery, including Pass-Through-Cost Capacity,

shall be as follows, with the Monthly Capacity patterned upon the basis set forth in Section 5.2:

Winter Season 6,506 kW

Summer Season 6,025 kW.

The Contractor shall not claim as operating reserves any portion of its Contract Rate of Delivery or its Monthly Capacity.

5.1.1 If the Contractor notifies Western in writing in accordance with Section 6 that it does not desire Western to purchase PTC Energy on behalf of the Contractor during the next following Winter Season and/or the next following Summer Season, the Seasonal Energy will be reduced to 12,742,831 kWh for that following Winter Season and 13,102,998 kWh for that following Summer Season. The reduced Seasonal Energy shall be set forth in a revision to Exhibit A.

5.1.2 If the Contractor notifies Western in writing in accordance with Section 6 that it does not desire Western to purchase PTC Capacity on behalf of the Contractor during the next following Winter Season and/or the next following Summer Season, the Contract Rates of Delivery will be reduced to a rate of delivery between 6,017 kW and 6,506 kW for that following Winter Season and 5,601 kW and 6,025 kW for that following Summer Season. The reduced Contract Rates of Delivery shall be set forth in a revision to Exhibit A and shall be amounts within the above ranges, dependent upon the

1 estimated amount of PTC Capacity to be purchased for that
2 season.

3
4 5.1.3 If the Seasonal Energy and the Contract Rates of Delivery
5 are changed due to exchanges of energy and capacity in
6 accordance with Section 7, any such changes will be
7 reflected prior to the beginning of each season in a
8 revision to Exhibit A.

9
10 5.1.4 In the determination of the marketable capacity of the SLCA
11 Integrated Projects, Western presumed that transmission
12 system capacity losses would be offset by diversity. If
13 diversity is insufficient to provide actual total SLCA
14 Integrated Projects capacity losses, including those losses
15 experienced on non-Federal transmission systems, all
16 contractors' Contract Rates of Delivery may, at the
17 discretion and sole determination of the Contracting
18 Officer, be reduced in each season on a prorated basis. If
19 Western determines a reduction is necessary, all contractors
20 will be given written notice that SLCA Integrated Projects
21 diversity has been insufficient to cover total losses. The
22 Contractor will be given 30 days to comment prior to the
23 effective date of any such reduction.

24
25 5.1.5 The Monthly Energy may be increased from time-to-time at
26 Western's discretion, should short-term conditions allow.
27 If the Monthly Energy is increased for any month, it will

1 revert in subsequent months to the Monthly Energy as set
2 forth in Exhibit A, unless Western agrees otherwise in
3 writing.
4

5 5.1.6 At the end of the September 1999 billing period, the
6 marketable resources for the remainder of the contract
7 period will be subject to adjustment at the discretion and
8 sole determination of Western in accordance with the
9 Criteria and if determined necessary by Western, each
10 Contractor's Seasonal Energy and its Contract Rates of
11 Delivery will be adjusted proportionately; Provided, That
12 the Contractor will be given 90 days to comment prior to the
13 effective date of the advance notice of any such adjustment
14 deemed necessary by Western; Provided further, That Western
15 gives the Contractor 3 years' advance notice of such
16 adjustments.
17

18 5.2 Monthly Commitments: At least 60 days before the beginning of each
19 season, the Contractor and the Contracting Officer shall establish
20 the Monthly Energy and Monthly Capacity for the next season at each
21 Designated Point of Delivery. The Monthly Energy and Monthly
22 Capacity shall follow approximately the Contractor's load pattern
23 during the season by months based on the Contractor's total system
24 loads within the SLCA Integrated Projects marketing area during the
25 last 3 representative years. The Contract Rate of Delivery shall be
26 available for the month(s) of the Contractor's seasonal peak within
27 the SLCA Integrated Projects marketing area. The Monthly Energy and

Monthly Capacity will be set forth in Exhibit A. Energy or capacity may not be transferred from month to month without revision to Exhibit A.

5.3 Minimum Hourly Delivery: The Minimum Hourly Delivery shall be 35 percent of the Contractor's Contract Rate of Delivery, or the Contractor's total load, whichever is less. For Contractors with more than one Contract for Federal power the procedures for establishing the Minimum Hourly Delivery shall be set forth in scheduling, accounting and billing procedures. This Minimum Hourly Delivery will normally be required to meet downstream water release requirements, to purchase firming energy, including PTC Energy, and to make purchases for a fuel replacement or other resource coordination program at a level that will allow utilization of operating reserves. Upon request of the Contractor, the requirement for a Minimum Hourly Delivery during onpeak periods may be waived by Western if operating conditions permit. As determined solely by Western, the required Minimum Hourly Delivery may also be changed as necessary. The Contractor will be given at least 30 days to comment prior to any such change.

5.4 Designated Point(s) of Delivery and Voltages: Firm electric service furnished to the Contractor will be delivered at the point(s) and voltage(s) set forth in Exhibit A. Any transmission costs and associated losses incurred in the delivery of said firm electric service to the Designated Point(s) of Delivery described in Exhibit A shall be the responsibility of Western and any transmission costs

1 and associated losses in the delivery of firm electric service
2 beyond the Designated Point(s) of Delivery shall be the
3 responsibility of the Contractor.
4

5 5.5 Metering: The points of measurement, metering voltage(s), and
6 ownership of metering equipment shall be set forth in the
7 Scheduling, Accounting, and Billing Procedures entered into pursuant
8 to Section 9 hereof. Insofar as the firm electric service delivered
9 hereunder may be measured at point(s) and/or voltage(s) other than
10 the Designated Point(s) of Delivery, the measured amount(s) may be
11 adjusted for losses between the Designated Point(s) of Delivery and
12 point(s) of measurement as set forth in said Scheduling, Accounting,
13 and Billing Procedures.
14

15 5.6 Transmission Agent: All or a portion of electric service provided
16 to the Contractor at the Designated Point(s) of Delivery listed in
17 Exhibit A will be supplied over facilities of the Company under the
18 terms and conditions provided in Contract Nos. 14-06-500-2425 and
19 8-07-40-P0695 as they may be amended or extended from time to time,
20 or under the terms and conditions of any contract that may supersede
21 or succeed said contracts.
22

23 6. PASS THROUGH OF COSTS

24 6.1 By June 1 of each year, Western will submit to the Contractor an
25 estimate of the amounts and costs of PTC Energy and/or PTC Capacity
26 purchases anticipated for the subsequent Fiscal Year. The notice to
27 the Contractor will set forth the estimated PTC Energy and/or PTC

Capacity purchases and the estimated rate at which the Contractor will be billed. Unless otherwise notified in writing by July 1 that the Contractor does not desire Western to purchase PTC Energy and/or PTC Capacity on behalf of the Contractor for the subsequent Fiscal Year, Western will include in its regular monthly power bill to the Contractor an amount approximately equal to 1/12 of the estimated prorated cost of the PTC Energy and/or PTC Capacity to be accepted by the Contractor during the Fiscal Year. If the Contractor desires Western to provide PTC Energy and/or PTC Capacity for the Summer Season only or the Winter Season only, Western will include in its regular monthly power bill during that season an amount approximately equal to 1/6 of the estimated prorated cost of the PTC Energy and/or PTC Capacity to be accepted by the Contractor during that season. These costs shall be based upon the average estimated cost for all energy purchases to be made by Western's Salt Lake City Area Operations Office for that year. Western will identify such amount separately in each monthly power bill. At the beginning of each April and July billing period Western will notify the Contractor, in writing, of any revisions to the estimates for PTC Energy and/or PTC Capacity for that Fiscal Year. Billing changes will be made, as appropriate, to reflect the revised estimates.

6.2 If the Contractor has paid in excess of the actual average cost of the PTC Energy and/or PTC Capacity accepted by the Contractor during the fiscal year, Western will credit such excess toward the payment of the Contractor's October power bill. If the reconciliation reflects an amount due to Western by the Contractor for PTC Energy

and/or PTC Capacity accepted during the Fiscal Year, Western will normally bill such amount to the Contractor on the October power bill unless otherwise agreed.

6.3 In the event sufficient funds, as determined by Western, are not expected to be available to make defined PTC purchases, Western will arrange to have an interest bearing escrow account established for deposits to be made by all SLCA Integrated Projects' contractors, for whom such PTC purchases are made, at the same bank at which the Contractor remits payment of its monthly power bill and the billing provisions of Sections 6.1 and 6.2 will not apply. In such event, when PTC Energy and/or PTC Capacity must be purchased, Western will advise the Contractor of the date and the amounts of funds required to be deposited in the escrow account. Western will require an escrow account balance to be at least sufficient for two months of estimated purchase costs plus the bank's administrative charges. The Contractor will deposit, within 10 business days of a request by Western, a proportionate amount of funds toward the estimated cost of PTC purchases. Failure of the Contractor to deposit funds within said 10 business days will result in the Contractor losing the option to make PTC purchases for that season. Western shall have sole access to the funds deposited to the escrow account and to interest earned by the funds in the escrow account. When the escrow account is no longer needed in any Fiscal Year for PTC purchases, the remaining funds, including the interest accrued, if any, will be refunded or appropriately credited to the Contractor based upon the Contractor's contribution to the escrow account.

7. ANNUAL EXCHANGE OF ENERGY AND CAPACITY

In order to optimize use of SLCA Integrated Projects' resources, Western will consider, subject to the conditions set forth herein, an annual exchange of energy and/or capacity among its firm electric service SLCA Integrated Projects' contractors between seasons. If the Contractor desires an exchange of energy and/or capacity, it must submit by May 15 of each year a desired range of exchange of energy and/or capacity. Western will then review requests on the basis of its operational requirements. If operational requirements permit, requesting Contractors will be offered a letter agreement on or before June 1, for an exchange of energy and/or capacity. The Contractor will have until July 1 to return the signed letter agreement accepting the proposed exchange. The Seasonal Energy and the Contract Rates of Delivery will then be increased or decreased, as necessary, in a revision to Exhibit A. Any annual exchange of energy and/or capacity is at the discretion of Western, and Western may elect to not facilitate an exchange. In the event Western does facilitate an exchange, the exchange is for the next following Fiscal Year only, and at the end of that Fiscal Year in which the exchange takes place the Contractor's Seasonal Energy and Contract Rates of Delivery will revert to those amounts set forth in Section 5.1. Exchanges of energy and capacity will not include PTC Energy or PTC Capacity.

8. SCHEDULE OF RATES

The Contractor shall pay Western for the firm electric service furnished hereunder in accordance with rates, charges, and conditions set forth in the General Power Contract Provisions and in Rate Schedule SLIP-F1, both attached hereto and made a part hereof or any superseding rate schedules.

9. SCHEDULING, ACCOUNTING, AND BILLING PROCEDURES

9.1 Written Scheduling, Accounting, and Billing Procedures, hereinafter called Procedures, shall be developed and agreed upon by the authorized representatives of the Parties by the date of initial service under this Contract. The Procedures are intended to implement the terms of this Contract but not to modify or amend it and are, therefore, subordinate to this Contract.

9.2 Deliveries of firm electric service hereunder may be scheduled in advance as determined by the Contracting Officer, on an hourly basis, emergencies excepted, and accounted for on the basis of such advance schedules, all in accordance with Procedures agreed upon in advance between the authorized representatives. Said Procedures will specify the conditions under which inadvertent deliveries, which are greater or less than scheduled deliveries, shall be corrected in later deliveries. If operating conditions warrant and Western so notifies the Contractor, Western may, at its option, revise the Contractor's schedule or request the Contractor to schedule its resources from the SLCA Integrated Projects to approximate normal hourly and/or daily load patterns to avoid abrupt changes in water releases and generation levels or other undesirable results. The Contractor will initiate hourly scheduling within 90 days of a request by Western.

9.3 In the event the Contractor fails or refuses to execute the initial Procedures or any revised Procedures which Western determines to be necessary due to changes in this Contract or the power system of

1 either Party, Western will temporarily implement essential
2 procedures as determined by the Contracting Officer until mutually
3 acceptable Procedures have been developed and executed by the
4 authorized representatives.

5
6 10. POWER FACTOR

7 10.1 The Contractor will be expected to maintain the power factor
8 specified in the attached rate schedule or the General Power
9 Contract Provisions. If the applicable power factor standard is not
10 complied with, Western may, after giving the Contractor 90 days to
11 correct the condition or such additional time as warranted by
12 circumstances, make delivery system improvements associated with
13 power factor correction at the Contractor's expense to Western's
14 system or to the Contractor's system with the agreement of the
15 Contractor. If Western is required to pay for delivery system
16 improvements associated with power factor correction on the systems
17 of its transmission agents, which are attributable to conditions on
18 the system of the Contractor, the Contractor shall pay for the cost
19 of such improvements.

20
21 10.2 If the power factor requirements under applicable rate schedule(s)
22 and the General Power Contract Provisions are not the same, the more
23 stringent requirement will apply.

24
25 11. CONSERVATION AND RENEWABLE ENERGY

26 11.1 The Contractor shall develop and implement a conservation and
27 renewable energy program. The program will be developed and

implemented in accordance with the terms of the "Final Amended Guidelines and Acceptance Criteria for Customer Conservation and Renewable Energy Programs", hereinafter called the "Guidelines and Acceptance Criteria", published in the Federal Register on August 21, 1985 (50 FR 33892), and any subsequent amendments thereto.

11.2 To effect a conservation and renewable energy program, the Parties agree as follows:

11.2.1 If requested and if within its capabilities, Western will provide guidance and assistance in the development of a conservation and renewable energy program.

11.2.2 If the Contractor has a Western approved on-going conservation and renewable energy program, the Contractor shall provide the Contracting Officer with verification of continuance of said program in accordance with the Guidelines and Acceptance Criteria.

11.2.3 Conservation and renewable energy programs shall consist of a designated number of activities, as stipulated in the Guidelines and Acceptance Criteria. Credit will be given for past accomplishments if they are ongoing and current under the Guidelines and Acceptance Criteria. Approval and periodic review and verification of any program shall take place in accordance with the Guidelines and Acceptance Criteria.

1 11.3 The initial Conservation and Renewable Energy Program submitted by
2 the Contractor to Western will either be approved or disapproved
3 within 3 months of receipt. If an initial submittal is disapproved,
4 a notification of deficiencies in the program will be given in
5 writing by Western. Deficiencies must be remedied within 12 months
6 of the date of notification. If approval of an existing program is
7 revoked at any time, a notification of deficiencies in such program
8 will be given in writing by Western. Deficiencies must be remedied
9 within 12 months of the date of notification.
10

11 11.4 If deficiencies in any program are not corrected within 12 months of
12 Western's written rejection of a program, the Contractor's Seasonal
13 Energy and Contract Rates of Delivery may be reduced by 10 percent
14 at the discretion of Western's Administrator.
15

16 12. RESALE OF ELECTRIC SERVICE

17 12.1 The Contractor understands and agrees that, upon execution of this
18 Contract:
19

20 12.1.1 The benefits of Federal power shall be made available to its
21 consumers at rates that are established at the lowest
22 possible level, consistent with sound business principles,
23 in an open and public manner, and the Contractor will so
24 demonstrate to the Contracting Officer upon request.
25
26
27

12.1.2 Consumers receiving the benefits of Federal power will be supplied with information such that they can separately identify the composite energy and capacity costs, stated in mills per kWh, of Federal power and non-Federal power.

12.2 The Contractor may demonstrate compliance with this Resale Section by making available to its customers, no later than ninety days after the end of each Summer Season and each Winter Season, a statement which separately identifies the Contractor's unit costs for Federal power and for non-Federal power, and the magnitude and type of other costs charged to the Contractor's customers during the previous season. The Contractor may make this information available to its customers by including the informational statement with the customer's power bill, by publishing the information in a newspaper of general circulation in the area served by the Contractor, or by any other method mutually agreed upon between Western and the Contractor. A copy of each seasonal statement shall also be provided to Western. Upon request the Contractor will provide the supporting information for its seasonal statement to Western.

12.3 The Contractor will furnish to the Contracting Officer, for the information of the United States, a copy of each schedule of resale rates in effect on the date of execution of this Contract and, upon adoption, a copy of each schedule of rates hereafter adopted.

1 12.4 The Contractor will, to the extent that different rules are not
2 prescribed by State laws or by State or Federal agencies, maintain
3 proper books of account in accordance with the Uniform System of
4 Accounts prescribed for public utilities and licensees by the
5 Federal Energy Regulatory Commission.
6

7 12.5 Failure to comply with the provisions of this Resale Section may
8 result in the loss of all or a part of the resources committed to
9 the Contractor under this Contract, as conclusively determined by
10 Western's Administrator. The Contractor will be given written
11 notice of noncompliance with this section and will be given
12 opportunity to comment prior to any final action by Western.
13

14 13. GENERAL POWER CONTRACT PROVISIONS

15 The General Power Contract Provisions effective July 15, 1985, as revised
16 April 25, 1987, attached hereto, are hereby made a part of the Contract
17 the same as if they had been expressly set forth herein; Provided, That
18 Articles 17 through 24 and 26 shall not be applicable hereunder.
19

20 14. EXHIBITS

21 Inasmuch as certain provisions of this Contract may change during the term
22 hereof, they will be set forth in exhibits from time to time agreed upon
23 by the authorized representatives of the Parties. The initial Exhibit A
24 and all future exhibits shall be attached hereto and made a part hereof,
25 and each shall be in force and effect in accordance with its terms unless
26 superseded by a subsequent exhibit.
27

15. AUTHORIZED REPRESENTATIVES OF THE PARTIES

Each Party shall, by written notice to the other, designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained herein which are the functions and responsibilities of its authorized representative(s). Either Party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed the day and year first written above.

WESTERN AREA POWER ADMINISTRATION

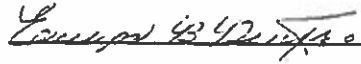
By: 

Area Manager
Salt Lake City Area Office
Western Area Power Administration
Salt Lake City, Utah

CITY OF TRUTH OR CONSEQUENCES

(SEAL)

ATTEST:

By: 

Title: City Clerk

By: 

Title: Mayor

Address: 605 Sims, S. W. C. D. Mesa

CONTRACT

BETWEEN

CITY OF TRUTH OR CONSEQUENCES

AND

UNITED STATES

DEPARTMENT OF ENERGY

WESTERN AREA POWER ADMINISTRATION

SALT LAKE CITY AREA INTEGRATED PROJECTS

FOR

FIRM ELECTRIC SERVICE

CONTRACT
BETWEEN
CITY OF TRUTH OR CONSEQUENCES
AND
UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SALT LAKE CITY AREA INTEGRATED PROJECTS
FOR
FIRM ELECTRIC SERVICE

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.	PREAMBLE	1
2.	EXPLANATORY RECITALS.....	2
3.	AGREEMENT.....	6
4.	TERM OF CONTRACT.....	7
5.	RELATED CONTRACTS.....	7
6.	DEFINITIONS.....	9
7.	FIRM ELECTRIC SERVICE.....	13
8.	EXCHANGE OF ENERGY AND CAPACITY.....	29
9.	SCHEDULE OF RATES.....	31
10.	SCHEDULING, ACCOUNTING, AND BILLING PROCEDURES.....	31
11.	POWER FACTOR.....	32
12.	INTEGRATED RESOURCE PLANS AND SMALL CUSTOMER PLANS.....	33
13.	ENVIRONMENTAL ATTRIBUTES	34
14.	GENERAL POWER CONTRACT PROVISIONS.....	34
15.	CREDITWORTHINESS	35
16.	REVIEW OF FINANCIAL AND WORK PROGRAM DATA.....	35
17.	EXHIBITS AND AMENDMENTS	35
18.	AUTHORIZED REPRESENTATIVES OF THE PARTIES	36
19.	AUTHORITY TO EXECUTE.....	36
	AUTHORIZING RESOLUTION	
	EXHIBIT A	
	RATE SCHEDULE	
	GENERAL POWER CONTRACT PROVISIONS	
	CREDITWORTHINESS PROCEDURES	
ATTACHMENT 1	AHP and Estimated Cost for WRP	
ATTACHMENT 2	Milestones of Notices and Requests for Seasonal WRP	
ATTACHMENT 3	Timeline of Notices and Requests for Long-term WRP	
ATTACHMENT 4	Milestones of Notices and Requests for CDP	
ATTACHMENT 5	Agreement for Review of Financial and Work Program Data, as Supplemented	

CONTRACT
BETWEEN
CITY OF TRUTH OR CONSEQUENCES
AND
UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SALT LAKE CITY AREA INTEGRATED PROJECTS
FOR
FIRM ELECTRIC SERVICE

1. PREAMBLE

This CONTRACT is made this _____ day of _____, 201__, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved February 25, 1905 (33 Stat. 814), the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), the Flood Control Act of December 22, 1944 (58 Stat. 887), the Act of Congress approved July 3, 1952 (66 Stat. 325), the Act of Congress approved April 11, 1956 (70 Stat. 105), the Act of Congress approved August 4, 1977 (91 Stat. 565), and acts amendatory or supplementary to the foregoing Acts, between THE UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, an agency of the Department of Energy, hereinafter called "WAPA," represented by the officer executing this Contract, a duly appointed successor, or a duly authorized representative, hereinafter called the "Contracting Officer," and the City of Truth or Consequences, duly organized, created, and existing under and by virtue of the laws of the State of New Mexico hereinafter referred to as the "Contractor,"

its successors and assigns, each sometimes hereinafter individually called "Party," and both sometimes hereinafter collectively called the "Parties."

2. EXPLANATORY RECITALS

- 2.1 The United States Bureau of Reclamation (Reclamation) operates certain Federal hydroelectric facilities known as the Collbran Project, Rio Grande Project, and the Colorado River Storage Project.
- 2.2 WAPA refers to the hydroelectric facilities of the Collbran Project, Rio Grande Project, and the Colorado River Storage Project collectively as the Salt Lake City Area Integrated Projects, hereinafter called "SLCA Integrated Projects."
- 2.3 WAPA markets and transmits hydroelectric power generated at the SLCA Integrated Projects pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved February 25, 1905 (33 Stat. 814), the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), the Flood Control Act of December 22, 1944 (58 Stat. 887), the Act of Congress approved July 3, 1952 (66 Stat. 325), the Act of Congress approved April 11, 1956 (70 Stat. 105), the Act of Congress approved August 4, 1977 (91 Stat. 565), and acts amendatory or supplementary to the foregoing Acts by the United States of America.

- 2.4 To implement the foregoing authorities, WAPA developed and published the Salt Lake City Area Integrated Projects Post-1989 General Power Marketing and Allocation Criteria (hereinafter called the “Criteria” and/or “Post-1989 Marketing Plan”) in the Federal Register on February 7, 1986 (51 FR 4844).
- 2.5 WAPA and Reclamation are under a continuing obligation to ensure the operation of Reclamation’s hydroelectric facilities complies with Federal law. Due to this, WAPA maintains flexibility in its contracts to respond if Reclamation changes the way its facilities are operated.
- 2.6 As published in the Federal Register on April 2, 1987 (52 FR 10620), WAPA’s Administrator approved final allocations of the hydroelectric power generated at the SLCA Integrated Projects, under which the Contractor received Summer and Winter Season capacity and energy allocations. Minor revisions were subsequently made to the allocations on August 24, 1989 (54 FR 35234).
- 2.7 WAPA entered into long-term firm power contracts for the delivery of the SLCA Integrated Projects capacity and energy allocations listed in the April 2, 1987, Federal Register notice (52 FR 10620), as subsequently revised in the August 24, 1989, Federal Register notice (54 FR 35234) and other Federal Register notices explained below. These contracts are referred to as the Firm Electric Service contracts executed with the SLCA Integrated Projects.

- 2.8 Effective November 20, 1995, WAPA published the Energy Planning and Management Program (Program), 10 C.F.R. Part 905, to implement Section 114 of the Energy Policy Act of 1992 (106 Stat. 2776).
- 2.9 The Program consists of two components: a requirement that each long-term firm power customer prepare an integrated resource plan, and a Power Marketing Initiative (PMI) under which WAPA extended a major portion of the Federal resource commitments to its existing long-term firm power customers. Subpart C - Power Marketing Initiative of the Program provides for the establishment of project-specific resource pools and the allocation of power from these pools to new preference customers.
- 2.10 WAPA did not consider applying the PMI to the SLCA Integrated Projects until after completion of the SLCA Integrated Projects Electric Power Marketing Environmental Impact Statement (EIS). The Record of Decision on that EIS was issued on November 1, 1996.
- 2.11 Subsequent to WAPA's proposed application of the PMI to the SLCA Integrated Projects, the public was provided opportunities to comment on WAPA's proposed application of the PMI. Public comment was also invited on how WAPA should market power given recent changes in the electric industry; and, on how much power should be set aside for new customers, particularly Native American Tribal entities. On June 25, 1999, WAPA announced its decision in the Federal Register

(64 FR 34414) that the term of SLCA Integrated Projects contracts would be renewed and extended until September 30, 2024. On September 8, 1999, WAPA established the Power Allocation Procedures and Call for Applications in the Federal Register (64 FR 48825), for SLCA Integrated Projects Post-2004 Resource Pool.

- 2.12 On February 4, 2002, WAPA published final allocations of the Post-2004 Resource Pool in the Federal Register (67 FR 5113) and on July 29, 2002, adjusted final allocations as published in the Federal Register (67 FR 49019).
- 2.13 In the May 20, 2004, Federal Register (69 FR 29135), WAPA published its Notice of Determination of the Post-2004 Marketable Resources which stated that due to drought conditions it was necessary to reduce the energy component of the SLCA Integrated Projects marketable resources. WAPA stated that it would reduce the marketable energy available to its Contractors beginning October 1, 2004, then gradually increase the energy available over a 5-year period, reaching a level in the fifth year (beginning October 1, 2009) that would remain constant through September 30, 2024. WAPA also indicated that additional hydroelectric power could be available to its customers when hydrologic conditions warranted. On October 1, 2004, most entitlements of Contractors to the long-term firm SLCA Integrated Projects capacity and energy available at that time were reduced by seven (7) percent to provide power for new preference customers. WAPA amended the existing contracts with the Contractors to implement this decision.

- 2.14 The existing contracts expire on September 30, 2024. WAPA published its Proposed 2025 Marketing Plan on December 16, 2015 (80 FR 78222), for the marketing of SLCA Integrated Projects' hydroelectric power and energy for a period beginning October 1, 2024.
- 2.15 In the November 29, 2016, Federal Register (81 FR 85946) WAPA announced its Final 2025 Salt Lake City Area Integrated Projects Marketing Plan (hereinafter called the "2025 Marketing Plan"), extending existing capacity and energy allocations to existing Contractors of SLCA Integrated Projects, while recognizing additional project development may occur in future years. It also provided for establishing a new Firm Electric Service contract based upon the existing SLCA Integrated Projects contract.
- 2.16 The Contractor desires to purchase and WAPA is willing to furnish Firm Electric Service from the SLCA Integrated Projects under the terms and conditions stated herein.

3. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows.

4. TERM OF CONTRACT

4.1 This Contract shall become effective as of the date in Section 1 above or October 1, 2017, whichever is later, and will remain in effect through the end of the calendar day on September 30, 2057, subject to prior adjustments, modifications, or termination as provided herein.

4.2 The delivery of Firm Electric Service under this Contract shall commence October 1, 2024.

4.3 The delivery of Firm Electric Service from the effective date hereof through the end of the calendar day on September 30, 2024, shall be subject to the terms and conditions of Contract No. 87-SLC-0018, except that sections 7.1.6, 13, 14, and 15 of this Contract shall become effective for all Firm Electric Service deliveries on or after the effective date hereof. Except as provided above, in the event of a conflict between the terms of Contract No. 87-SLC-0018 and the terms of this Contract, the terms of Contract No. 87-SLC-0018 shall control through the end of calendar day September 30, 2024, and the terms of this Contract shall control thereafter.

5. RELATED CONTRACTS

5.1 The Contractor's SLCA Integrated Projects Contract No. 87-SLC-0018 with

WAPA expires by its own terms and terminates in its entirety at the end of the calendar day on September 30, 2024.

- 5.2 Termination of Contract No. 87-SLC-0018 and implementation of this Contract shall occur simultaneously, at the end of the calendar day on September 30, 2024, with no disruption in delivery of Firm Electric Service.
- 5.3 In the event that Contract No. 87-SLC-0018 is terminated prior to the end of the calendar day on September 30, 2024, this Contract shall terminate effective with the termination of the Contract No. 87-SLC-0018, unless otherwise provided.
- 5.4 The Contract Rate of Delivery (CROD), as defined in Section 6.2, with associated energy under Contract No. 87-SLC-0018 may be modified prior to October 1, 2024, based upon the terms in Contract No. 87-SLC-0018. If modifications are made to Contract No. 87-SLC-0018, such as reductions, withdrawals, restrictions, limits, penalties, termination, additions, increases, and any other applicable adjustment prior to October 1, 2024, the same modifications shall be made to this Contract and any applicable exhibits and attachments.
- 5.5 If applicable, certain allocation holders identified in Contract No. 87-SLC-0018 have assigned their CROD and associated energy allocations to Contractor, and those assigned allocations are included in this Contract as allowed by the terms of the assignment. If Contract No. 87-SLC-0018 terminates prior to the end of the

calendar day on September 30, 2024, any applicable allocation assignment agreement(s) shall terminate concurrently.

6. DEFINITIONS

For the purposes of this Contract:

6.1 Available Hydro Power (AHP) is the maximum amount of hydroelectric capacity and energy that will be made available to the Contractor monthly as determined by WAPA based on prevailing water release conditions and set forth in Exhibit A; Provided, however, that AHP shall not be less than the Contractor's Sustainable Hydro Power.

6.2 Contract Rate of Delivery (CROD) is the maximum level of long-term capacity that the Contractor is entitled to receive in each Season as set forth in Section 7 and in Exhibit A of this Contract. The CROD is the Contractor's allocated share of the SLCA Integrated Projects marketing commitment level established for each Season through the term of this Contract. CROD is met first with the Contractor's AHP, and then with Customer Displacement Power or Western Replacement Power, or a combination thereof.

- 6.3 Contractor is a preference customer within the marketing area of the SLCA Integrated Projects. Contractors refers to all SLCA Integrated Projects customers.
- 6.4 Contracting Officer is the officer executing this Contract, a duly appointed successor, or a duly authorized representative.
- 6.5 Customer Displacement Power (CDP) is the amount of supplemental power acquired or generated by the Contractor on its own behalf, or by a third party on behalf of Contractor, which if provided by Contractor under Section 7 may be used, as required, as part of the Contractor's CROD and Monthly Energy within a given period.
- 6.6 Designated Points of Delivery are those points described in Exhibit A where Firm Electric Service furnished by the SLCA Integrated Projects is delivered to the Contractor or to a transmission agent for further delivery to the Contractor.
- 6.7 Firm Electric Service is the firm energy and capacity provided by WAPA at Designated Points of Delivery.
- 6.8 Firming Power is power purchased by WAPA from time-to-time which it determines to be required in order to meet its commitments for AHP and Seasonal SHP Energy.

- 6.9 Long Term Western Replacement Power (Long Term WRP) is the amount of Western Replacement Power that WAPA will purchase for the Contractor for a specified period of at least one (1) year pursuant to Section 7.3 which will be used, as required, as part of the Contractor's CROD and Monthly Energy within the given period.
- 6.10 Monthly Capacity is the maximum quantity of firm capacity expressed in kilowatts (kW) that WAPA is committed to deliver and the Contractor is entitled to receive each month, pursuant to Section 7.8.
- 6.11 Monthly Energy is the maximum quantity of total firm energy expressed in kilowatt-hours (kWh) that WAPA is committed to deliver and the Contractor is entitled to receive each month pursuant to Sections 7.1.3 and 7.8, and as set forth in Exhibit A.
- 6.12 Season or Seasonal is Summer or Winter Season.
- 6.13 Seasonal SHP Energy is the minimum quantity of firm energy expressed in kWh the Contractor is entitled to receive each Season as set forth in Section 7.1.2.
- 6.14 Seasonal Western Replacement Power (Seasonal WRP) is the maximum amount of Western Replacement Power WAPA will purchase for the Contractor during a

Season or shorter period of time, pursuant to Section 7.2, which will be used, as required, as part of the Contractor's CROD and Monthly Energy.

- 6.15 Summer Season is the six (6) month period from the first day of the April billing period through the last day of the September billing period of any calendar year.
- 6.16 Sustainable Hydro Power (SHP) is a level of long-term operable SLCA Integrated Projects hydroelectric capacity with energy, projected at an established risk level and supplemented by WAPA power purchases as may be required from time-to-time due to hydrological conditions, which level shall be fixed and made available to the Contractor each Season through a specified contract period. SHP will be established by WAPA in consultation with the Contractors, and set forth in the attached Exhibit A.
- 6.17 Western Replacement Power (WRP) is the amount of supplemental power requested by the Contractor to be acquired by WAPA on behalf of the Contractor as part of the Contractor's CROD and Monthly Energy within a given period and paid for by the Contractor on a pass-through-cost basis. WRP may also be purchased as Seasonal WRP, as provided for in Section 7.2, or as Long Term WRP, as provided for in Section 7.3.

6.18 Winter Season is the six (6) month period from the first day of the October billing period of any calendar year through the last day of the March billing period of the following calendar year.

7. FIRM ELECTRIC SERVICE

7.1 WAPA's Energy and Capacity Obligations: WAPA, under the terms and conditions specified herein and within the available capacity of the substation and transmission facilities to deliver the Firm Electric Service at specific Designated Points of Delivery, will furnish Firm Electric Service to the Contractor, up to the mutually agreed upon Monthly Energy and Monthly Capacity set forth in Exhibit A.

7.1.1 The Seasonal CROD, SHP, AHP, and Monthly Capacity shall be as set forth in Section 3 of Exhibit A.

7.1.2 The Seasonal SHP Energy and Monthly SHP Energy shall be as set forth in Section 4 of Exhibit A.

7.1.3 The Monthly Energy available with the CROD shall be the sum of the Contractor's monthly portion of (1) Seasonal SHP Energy or energy associated with AHP, whichever is greater, plus (2) energy associated with WRP, plus (3) energy associated with the CDP as set forth in Exhibit A.

Monthly Energy available with the CROD shall not exceed 100 percent load factor.

7.1.4 If the Seasonal SHP Energy and the CROD are changed due to exchanges of energy and capacity in accordance with Section 8 of the Contract, any such changes will be reflected prior to the beginning of each Season in a revision to Exhibit A.

7.1.5 Should WAPA determine that hydrology projections, operational or other changes, show AHP energy or capacity in sufficient quantities to be made available above that identified as AHP in Exhibit A, WAPA shall first offer said energy or capacity to its Contractors. Appropriate written notification from WAPA will be given to the Contractor.

7.1.6 WAPA may revise the amount of the Contractor's Seasonal SHP Energy or Seasonal CROD as required to respond to changes in hydrology and river operations, upon five (5) years' notice to the Contractor.

7.2 Seasonal WRP: The procedure for acquiring Seasonal WRP is as follows, and the schedule of dates by which the terms of Seasonal WRP are to be complied with are listed in Attachment No. 2.

- 7.2.1 WAPA will notify the Contractor in writing as to what portion of the CROD in the upcoming season will be supplied from AHP. The notification will also provide WAPA's estimated price of purchasing Seasonal WRP for the upcoming Season and any advancement of funds necessary pursuant to Section 7.5. This notice will be in substantially the same form as Attachment No. 1.
- 7.2.2 The Contractor will provide authorization by returning the form to WAPA indicating the amount of Seasonal WRP that it requests WAPA to purchase for the upcoming Season. Such written notice will constitute a commitment by the Contractor to pay its share of WAPA's cost of the Seasonal WRP pursuant to this Section 7.2, except when power is not available per Section 7.2.3. The amount of Seasonal WRP for which notice is provided by the Contractor for a Season may vary by month. Such monthly amounts must be so indicated in the Contractor's notification.
- 7.2.3 Upon receipt of the authorization from the Contractor, pursuant to Section 7.2.2, WAPA will endeavor to purchase the requested Seasonal WRP. If the power is not available for purchase by WAPA under the authorized terms and conditions, WAPA shall notify the Contractor. If the Contractor then chooses to rescind its request for WRP, it must do so promptly in writing.

- 7.2.4 At the beginning of the billing period for each Season, WAPA will notify the Contractor of any revisions to WAPA's estimated price for Seasonal WRP for each month of the Season.
- 7.2.5 WAPA will include in its regular monthly power bill to the Contractor WAPA's cost of providing Seasonal WRP for that month.
- 7.2.6 The costs associated with Seasonal WRP shall reflect additional costs, if any, incurred by WAPA for energy purchased as Seasonal WRP, as compared with the cost WAPA has determined is necessary to support its monthly energy commitments without Seasonal WRP purchases. Such additional costs shall be limited to the net cost of such energy calculated by subtracting from WAPA's total cost of providing the energy (i) the revenues received by WAPA from the sale of such energy, and (ii) if used by WAPA for Firming Power, the estimated cost for such Firming Power that WAPA otherwise would have incurred.
- 7.2.7 If the Contractor has paid in excess of WAPA's actual cost of the Seasonal WRP provided to the Contractor during the Season, WAPA will credit the amount toward payment of the Contractor's next practicable service month power bill unless otherwise mutually agreed. If the Contractor has paid less than WAPA's actual costs of Seasonal WRP accepted by the

Contractor during the Season, WAPA will bill the Contractor for such amount in its next practicable service month power bill unless otherwise mutually agreed. When advanced funds are needed, pursuant to Section 7.5, the provisions in Subsection 7.2.7 shall not be applicable.

7.3 Long Term WRP: The procedure for acquiring Long Term WRP is as follows, and the schedule of dates by which the terms of Long Term WRP are to be met is listed in Attachment No. 3.

7.3.1 WAPA will notify the Contractor as to what portion of the Contractor's CROD is expected to be supplied from AHP for the remainder of the Contract.

7.3.2 If the Contractor is interested in acquiring Long Term WRP, the Contractor will notify WAPA of the amount of Long Term WRP desired, the period of time for which the Contractor is willing to commit to purchase that amount, and the maximum price that the Contractor would be willing to have WAPA pay to purchase Long Term WRP. These will be used by WAPA in soliciting and evaluating potential power purchase options and will limit any obligation of WAPA to provide Long Term WRP.

- 7.3.3 After receipt of the notice(s) referenced in Section 7.3.2, WAPA shall request proposals from power suppliers for power to supply the request(s) for Long Term WRP.
- 7.3.4 Once WAPA receives and evaluates proposals from suppliers, WAPA shall inform the Contractor of the length of commitment, terms, and conditions, including adequacy of transmission, under which Long Term WRP is available. WAPA will also notify the Contractor of any advancement of funds needed pursuant to Section 7.5.
- 7.3.5 The Contractor shall provide written authorization to WAPA to contract for the Long Term WRP under the specified terms and conditions. Such written authorization will constitute a commitment by the Contractor to pay its share of the cost of the Long Term WRP under the terms and conditions specified.
- 7.3.6 Only upon receipt of written authorization from the Contractor will WAPA pursue purchasing Long Term WRP for the Contractor. If the power is not available for purchase by WAPA under the authorized terms and conditions, WAPA will notify the Contractor of the changes. If the Contractor then chooses to rescind its request for Long Term WRP, it must do so promptly in writing. Service shall normally begin on the first day of the next Season.

- 7.3.7 The Contractor may commit to more than one Long Term WRP arrangement; Provided, That its request for Long Term WRP, when combined with the Contractor's SHP, other WRP commitments and CDP commitments, shall not exceed the Contractor's CROD, or 100 percent load factor of the CROD.
- 7.3.8 WAPA will include in its regular monthly power bill to the Contractor WAPA's cost of Long Term WRP for that month. The cost will be calculated by placing WAPA's total Long Term WRP costs into a cost pool for each term of commitment of Long Term WRP, and then prorating the costs to the Contractor in proportion to its share of Long Term WRP in that pool.
- 7.3.9 Determination of WAPA's actual costs for Long Term WRP and excess or deficient payments by the Contractor for Long Term WRP will be made at the end of WAPA's fiscal year. If the Contractor has paid in excess of WAPA's actual costs of the Long Term WRP, WAPA will reflect such excess amount in a credit to the Contractor's amount of payment to be made in the next practicable service month power bill, unless otherwise mutually agreed. If the Contractor has paid less than WAPA's actual costs of Long Term WRP, WAPA will bill such deficiency to the Contractor in its next practicable service month power bill, unless otherwise mutually

agreed. When advanced funds are needed, pursuant to Section 7.5, these provisions in Subsection 7.3.9 shall not be applicable.

7.3.10 If requested by the Contractor, WAPA shall attempt to sell any energy associated with Long Term WRP that is in excess of the Contractor's needs. If WAPA sells such energy, WAPA shall credit the Contractor's charges for Long Term WRP by any revenues obtained, less WAPA's costs, if any, to provide this service.

7.4 Cost of Providing WRP: WAPA's cost of providing WRP shall not be included in the capacity and energy rates charged to the Contractor under the SLCA Integrated Projects Firm Power Rate Schedule.

7.5 Advancement of Funds

7.5.1 WAPA may make purchases of WRP from the funds it has available. In the event that WAPA does not have sufficient funds to make WRP purchases, the Contractor will provide its pro-rata share of funds in advance for WAPA's use in purchasing WRP on the Contractor's behalf. The notice provided to the Contractor by WAPA pursuant to Sections 7.2.1 and 7.3.4 will notify the Contractor as to its pro-rata share, if an advance is needed. The Contractor shall submit the advanced funds to WAPA with the written authorization pursuant to Sections 7.2.2 or

7.3.5. Advanced funds will be credited to a separate account and will be held by WAPA for the Contractor to be used solely for purchases of WRP. When advanced funds are needed, Sections 7.2.7 and 7.3.9 shall not be applicable. The amounts advanced will be determined according to the following criteria:

7.5.1.1 For Seasonal WRP, the Contractor will advance an amount equal to (i) one third of the estimated cost of Seasonal WRP to be purchased by WAPA on behalf of the Contractor in the upcoming Season, less (ii) the amount, if any, held by WAPA for purchases of Seasonal WRP on behalf of the Contractor for the current Season; Provided, That if the amount held by WAPA for the current Season is greater than the amount required for the upcoming Season, the difference will either be refunded to the Contractor after the current Season or, at the Contractor's option, be reflected as a credit in the Contractor's next power bill.

7.5.1.2 If the Contractor fails to advance WAPA sufficient funds for Seasonal WRP in accordance with the amounts and schedules set forth in Sections 7.5.1.1, WAPA will not purchase Seasonal WRP on the Contractor's behalf for that upcoming Season.

7.5.1.3 For Long Term WRP, the Contractor will advance an amount equal to (i) the next two (2) months of the estimated cost of the Long Term WRP to be purchased by WAPA on behalf of the Contractor, less, (ii) the amount, if any, then held by WAPA for purchases of Long Term WRP on behalf of the Contractor; Provided, That if the amount then held by WAPA is greater than the amount required for the next two (2) months, the difference will either be refunded to the Contractor by WAPA or at the Contractor's option, be reflected as a credit in the Contractor's next power bill.

7.5.1.4 Upon termination of the Contract, any funds advanced by the Contractor that are still held by WAPA and are in excess of amounts owed to WAPA will be refunded to the Contractor.

7.6 Customer Displacement Power: The procedure for acquiring CDP is as follows, and the schedule of dates by which the terms of CDP are to be met are listed in Attachment No. 4.

7.6.1 The Contractor may, individually or in association with other Contractors of the SLCA Integrated Projects, furnish written notice to WAPA that it wishes to provide to WAPA, for delivery to the Contractor, CDP for a portion or all of the power above AHP and WRP up to the CROD and for

which it has not otherwise provided notification for Seasonal WRP or Long Term WRP in accordance with the notification guidelines set forth in Section 7.2 or 7.3. CDP may only be accepted in time periods offered for Seasonal or Long Term WRP.

7.6.2 The Contractor will furnish with its notification to provide CDP pursuant to Section 7.6.1, information regarding the source and point of receipt of power, the amount of power to be provided, the initial month of delivery, the commitment length, the designation of the scheduling entity, and any prescheduling and scheduling requirements and restrictions. WAPA will determine its ability to deliver this CDP in accordance with Section 7.7.3.

7.6.3 The Contractor may request a change or modification to the source(s) or conditions of CDP at any time prior to or during a Season upon written notification to WAPA's appropriate scheduling office. WAPA shall make its best efforts to expedite its determination of its ability to accept this CDP for delivery to the Contractor and shall so notify the Contractor, in writing, of its determination as soon as possible. However, WAPA shall have the sole determination of its ability to accept this CDP under the new conditions.

7.6.4 Any portion of CDP not supplied pursuant to Section 7.6.1 will be deemed to be supplied pursuant to this Section 7.6. WAPA will not be responsible for firming CDP purchases made by the Contractor.

7.7 Transmission Provisions

7.7.1 Reserved Firm Capacity (RFC) in the CRSP transmission system will be maintained by WAPA to deliver the Contractor's CROD, to meet other firm transmission and firm exchange commitments, and to serve loads solely dependent upon transmission service on WAPA's system. The Contractor's AHP, WRP, and CDP, where CDP has been accepted by WAPA pursuant to Section 7.6.2, will be treated as firm deliveries up to the Contractor's CROD. Procedures for management of curtailments shall be contained in Scheduling, Accounting, and Billing Procedures (SABPs), as referenced in Section 10, jointly developed and executed by both Parties.

7.7.2 To the extent that actual AHP, combined with the sum of contractual commitments by the Contractor for purchase of Long Term WRP, Seasonal WRP, and CDP, result in capacity greater than the Contractor's CROD, it is the Contractor's responsibility to arrange for transmission and delivery of any Long Term WRP, Seasonal WRP, and CDP in excess of the Contractor's CROD. Additionally, the Contractor shall independently

arrange for delivery to itself of all CDP over and above CDP accepted by WAPA for delivery to the Contractor pursuant to Section 7.6.

7.7.3 Pursuant to the CRSP Joint Planning Agreement Principles No. 96-SLC-0315, as may be amended, WAPA shall engage in a consultative process with the Contractors for determination of (i) the transmission capacity of the existing CRSP transmission system and any modification or additions thereto, (ii) the capacity in the system needed to meet the RFC requirement of Section 7.7.1, and (iii) any remaining available transmission capacity that could be made available for other firm transmission purposes.

7.7.3.1 Determination of transmission availability among competing new requests for WRP and CDP will be based, among other things, on the length of the commitment, i.e., for the upcoming Season or in increments offered by WAPA for Long Term WRP, with requests of longer commitment lengths being given higher priority. Prior to the beginning of Long Term WRP, as established in Section 7.3 of this Contract, the maximum commitment length for WRP and CDP will be the upcoming Season.

7.7.3.2 For requests of WRP and CDP of equal commitment length, WRP and CDP will share current RFC pro-rata when such concurrent

requests exceed estimated RFC. Prior to the first Long Term WRP commitment date, as established in Section 7.3 of this Contract, requests received through the date of the Contractor's notice for Seasonal WRP will be considered as being received concurrent for the upcoming Season. Subsequent to the first commitment date for Long Term WRP, requests for CDP will be considered as outlined in Attachment No. 4.

7.7.3.3 The commitment length for CDP can be no longer than the Contractor's purchase commitment to the resource designated at WAPA's point of receipt.

- 7.8 Monthly Commitments: At least sixty (60) days before the beginning of each Season, the Contractor and the Contracting Officer shall establish the Monthly Energy and Monthly Capacity for the upcoming Season at each Designated Point of Delivery; Provided, however, that Monthly Capacity in any month may not exceed the Contractor's CROD as set forth in Section 7.1.1. The Monthly Energy and Monthly Capacity will be set forth in Exhibit A. Energy or capacity may not be transferred from month to month without revision to Exhibit A.
- 7.9 Minimum Hourly Delivery: The Minimum Hourly Delivery shall be 35 percent of the total of the Contractor's CROD, or the Contractor's total load, whichever is less, or as otherwise set forth in Exhibit A. Upon request of the Contractor, the

requirement for a Minimum Hourly Delivery may be waived by WAPA, if operating conditions permit. At no greater than 2-year intervals, WAPA, in consultation with its Contractors, shall reevaluate, and may revise, the minimum hourly delivery. Such revision will be reflected in a revised Exhibit A.

- 7.10 Operating Reserves: WAPA is able to provide operating reserves for the Contractor for AHP. To the extent that the Contractor's CDP or WRP from a third-party purchase includes the provision of operating reserves, WAPA shall allow the Contractor to claim such reserves from any unscheduled portion of CDP or WRP.
- 7.11 Designated Point(s) of Delivery and Voltages: Firm Electric Service furnished by WAPA to the Contractor will be delivered at the point(s) and voltage(s) set forth in Exhibit A. Charges and losses will be established as follows: (i) any transmission costs and associated losses incurred in the delivery of AHP to the Designated Point(s) of Delivery described in Exhibit A shall be the responsibility of WAPA, (ii) losses in the delivery of WRP and/or CDP shall be the responsibility of the Contractor, and (iii) any transmission costs and associated losses in the delivery of Firm Electric Service beyond the Designated Point(s) of Delivery shall be the responsibility of the Contractor.
- 7.12 Metering: The point(s) of measurement, metering voltage(s), and ownership of metering equipment shall be set forth in the SABPs entered into pursuant to

Section 10 hereof. Insofar as the Firm Electric Service delivered hereunder may be measured at point(s) and/or voltage(s) other than the Designated Point(s) of Delivery, the measured amount(s) may be adjusted for losses between the Designated Point(s) of Delivery and the point(s) of measurement as set forth in said SABPs.

- 7.13 Transmission Agent: Electric service provided to the Contractor at the Designated Point(s) of Delivery listed in Exhibit A may be supplied over the facilities of Public Service Company of New Mexico under the terms and conditions provided in Contract No. 14-06-400-2425 and Contract No. 8-07-40-P0695 as amended or extended from time-to-time, or under the terms and conditions of any contract(s) that may supersede or succeed said contract(s). The term of Contract No. 14-06-400-2425 and Contract No. 8-07-40-P0695, has a final termination date of June 1, 2047. Whereas this Contract has a final termination date of September 30, 2057, WAPA will in good faith work to negotiate an extension or an alternative to Contract No. 14-06-400-2425 and Contract No. 8-07-40-P0695. If there is termination of Contract No. 14-06-400-2425 and Contract No. 8-07-40-P0695 and another alternative cannot be arranged, the Designated Point(s) of Delivery will be Four Corners 345-kV or another CRSP-owned Point(s) of Delivery as determined by the Contracting Officer in consultation with the Contractor, unless alternative arrangements are made between WAPA and the Contractor.

7.14 Firming Power

7.14.1 In the event that actual power produced by SLCA Integrated Projects generation is inadequate to meet AHP or Seasonal SHP Energy as set forth in Exhibit A, WAPA will purchase Firming Power required to meet any shortfall. The cost of such Firming Power purchases, as well as revenues from any associated short term power sales, shall be included in the capacity and energy rates charged to the Contractor under the then-current SLCA Integrated Projects Firm Power Rate Schedule.

7.14.2 Any expenses deemed non-reimbursable pursuant to Section 1807 of the Grand Canyon Protection Act of 1992, Pub. L. 102-575, shall be treated as non-reimbursable expenses.

8. EXCHANGE OF ENERGY AND CAPACITY

In order to optimize use of SLCA Integrated Projects' resources, WAPA will consider, subject to the conditions set forth herein, an exchange of energy and/or capacity between Contractors. If the Contractor desires an exchange of energy and/or capacity, it must submit a request sixty (60) days prior to the anticipated effective date of the exchange of energy and/or capacity. WAPA will then review requests on the basis of its operational requirements. If operational requirements permit, requesting Contractors will be offered a letter agreement, for an exchange of energy and/or capacity. The Contractor will return

the signed letter agreement accepting the proposed exchange. The Seasonal Energy and the Contract Rates of Delivery will then be increased or decreased, as necessary, in a revision to Exhibit A. Any exchange of energy and/or capacity is at the discretion of WAPA, and WAPA may elect to not facilitate an exchange. In the event WAPA does facilitate an exchange, the exchange is for the approved period only, and at the end of that approved period the Contractor's Seasonal Energy and Contract Rates of Delivery will revert to those amounts set forth in Section 7.1.

9. SCHEDULE OF RATES

The Contractor shall pay WAPA for the Firm Electric Service furnished hereunder in accordance with rates, charges, and conditions set forth in the General Power Contract Provisions (GPCPs) dated as of September 1, 2007, and in applicable Rate Schedule, both attached hereto and made a part hereof, or any superseding rate schedules.

10. SCHEDULING, ACCOUNTING, AND BILLING PROCEDURES

10.1 Written SABPs, shall be developed and agreed upon by the authorized representatives of the Parties before the date of initial service under this Contract. The SABPs are intended to implement the terms of this Contract but not to modify or amend it and are, therefore, subordinate to this Contract. Revisions to the SABPs may be needed to meet operational requirements and such revisions shall be made in accordance with Section 10.3. Any revisions to the SABPs shall be developed in consultation with the Contractor.

10.2 Deliveries of Firm Electric Service hereunder may be scheduled in advance as determined by the Contracting Officer, on an hourly basis, emergencies excepted, and accounted for on the basis of such advance schedules, all in accordance with SABPs agreed upon in advance between the authorized representatives. Said SABPs will specify the conditions under which inadvertent deliveries, which are greater or less than scheduled deliveries, shall be corrected in later deliveries. If operating conditions warrant and WAPA so notifies the Contractor, WAPA may,

at its option, revise the Contractor's schedule or request the Contractor to schedule its resources from the SLCA Integrated Projects to approximate normal hourly and/or daily load patterns to avoid abrupt changes in water releases and generation levels or other undesirable results. The Contractor will initiate hourly scheduling within ninety (90) days of a request by WAPA.

- 10.3 In the event the Contractor fails or refuses to execute the initial SABPs or any revised SABPs which WAPA determines to be necessary due to changes in this Contract or the power system of either Party, WAPA will temporarily implement essential procedures as determined by WAPA until mutually acceptable SABPs have been developed and executed by the authorized representatives.

11. POWER FACTOR

- 11.1 The Contractor will be expected to maintain the power factor specified in the attached rate schedule or the GPCPs. If the power factor requirements under applicable rate schedule(s) and the GPCPs are not the same, the more stringent requirement will apply.
- 11.2 If the applicable power factor standard is not complied with, WAPA may, after giving the Contractor ninety (90) days' written notice to correct the condition or such additional time as warranted by circumstances, make delivery system improvements associated with power factor correction at the Contractor's expense

to WAPA's system or to the system used by the Contractor with the agreement of the Contractor and/or Third Party Service Provider. If WAPA is required to pay for delivery system improvements associated with power factor correction on the systems of its transmission agents, which are attributable to conditions on the system used by the Contractor, the Contractor shall pay for the cost of such improvements.

12. INTEGRATED RESOURCE PLANS AND SMALL CUSTOMER PLANS

- 12.1 The Contractor shall comply with the Integrated Resource Plan (IRP) or Small Customer Plan requirements, as applicable, in accordance with the Program. If the Contractor submits an IRP with a State or Tribal regulatory body, that same plan may be submitted to WAPA for approval in meeting the IRP or Small Customer Plan requirements.
- 12.2 WAPA shall administer the IRP or Small Customer Plan requirements, as applicable, in accordance with the Program.
- 12.3 Failure to comply with the IRP or Small Customer Plan requirements, after exhaustion of all appeals, will result in the application of penalties as specified in the Program.

12.4 In the event that WAPA, or any successor agency, shall promulgate changes to the IRP portion of the Program following its initial adoption as published in the Federal Register at 60 FR 54151 (October 20, 1995), the Contractor, by written notice to the Contracting Officer within ninety (90) days after the effective date of a Program change, may elect to terminate this Contract. The termination shall be effective one (1) year from the date of receipt of the notice by WAPA.

13. ENVIRONMENTAL ATTRIBUTES

WAPA shall allocate to the Contractor available environmental attributes, such as renewable energy credits/certificates (RECs), that exist from SLCA Integrated Projects hydroelectric generation. Environmental attributes are considered bundled with the energy (kWh) allocation, and the Contractor has the right, but not the obligation, to take title and ownership to its proportionate share based upon its energy allocation set forth in Section 7.1.

14. GENERAL POWER CONTRACT PROVISIONS

The GPCPs effective September 1, 2007, attached hereto, are hereby made a part of this Contract the same as if they had been expressly set forth herein; Provided, That Articles 1.2 and 20 through 30, shall not apply or be incorporated herein; Provided, That Contractor transactions utilizing capacity and/or energy under this Contract with an entity or entities that coordinate, control, monitor, or support operation of the bulk electric system, or act as a marketplace operator of wholesale power, or procure products or service on behalf of any such entity, including but not limited to independent system

operators, regional system operators, transmission organizations, balancing authorities, or successor organizations associated with the Contractor's load shall not be considered a sale for resale.

15. CREDITWORTHINESS

The WAPA Creditworthiness Procedures effective September 1, 2017, attached hereto, are hereby made a part of this Contract the same as if they had been expressly set forth herein.

16. REVIEW OF FINANCIAL AND WORK PROGRAM DATA

Letter Agreement No. 92-SLC-0208 dated September 24, 1992, as supplemented, or any superseding agreement, among the Salt Lake City Area Office of WAPA, the Upper Colorado Region of the Bureau of Reclamation, and Colorado River Energy Distributors Association provides for implementation of the Statement of Principles and Joint Procedures for Contractor review of financial and work program data relating to rates of the SLCA Integrated Projects. This Letter Agreement and supplement are attached hereto as Attachment No. 5, and incorporated into this Contract and implemented as provided for therein.

17. EXHIBITS AND AMENDMENTS

Inasmuch as certain provisions of this Contract may change during the term hereof, they will be set forth in exhibits from time-to-time agreed upon by the authorized representatives of the Parties. The initial Exhibit A, and all future exhibits shall be

attached hereto and made a part hereof, and each shall be in force and effect in accordance with its terms unless superseded by a subsequent exhibit. This Contract may be amended or modified only by an amendment or modification duly executed by the Parties.

18. AUTHORIZED REPRESENTATIVES OF THE PARTIES

Each Party shall, by written notice to the other, designate the representative(s) who is (are) authorized to act on its behalf with respect to those matters contained herein which are the functions and responsibilities of its authorized representative(s). Either Party may change the designation of its authorized representative(s) upon written notice.

19. AUTHORITY TO EXECUTE

The Preamble and Explanatory Recitals of this Contract are incorporated by reference herein. Each individual signing this Contract certifies that the Party represented has duly authorized such individual to execute this Contract that binds and obligates the Party.

IN WITNESS WHEREOF, The Parties hereto have caused this Contract to be duly executed the day and year first written above.

U.S. DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By: _____
Title: _____
Address: CRSP Management Center
299 South Main Street, Suite 200
Salt Lake City, UT 84111

CITY OF TRUTH OR CONSEQUENCES

By: _____
Title: _____
Address: _____

12/4/2018 8:30:05 AM

Compare Results

Old File:

87-SLC-0018_TOC.pdf

23 pages (721 KB)

4/18/2014 9:37:51 AM

versus

New File:

2. Contract 17-SLC-0914.pdf

39 pages (141 KB)

2/20/2018 1:56:44 PM

Total Changes

7

Text only comparison

Content

0 Replacements
7 Insertions
0 Deletions

Styling and Annotations

0 Styling
0 Annotations

[Go to First Change \(page 1\)](#)

CONTRACT

BETWEEN

CITY OF TRUTH OR CONSEQUENCES

AND

UNITED STATES

DEPARTMENT OF ENERGY

WESTERN AREA POWER ADMINISTRATION

SALT LAKE CITY AREA INTEGRATED PROJECTS

FOR

FIRM ELECTRIC SERVICE

CONTRACT
BETWEEN
CITY OF TRUTH OR CONSEQUENCES
AND
UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SALT LAKE CITY AREA INTEGRATED PROJECTS
FOR
FIRM ELECTRIC SERVICE

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.	PREAMBLE	1
2.	EXPLANATORY RECITALS	2
3.	AGREEMENT	6
4.	TERM OF CONTRACT	7
5.	RELATED CONTRACTS.....	7
6.	DEFINITIONS.....	9
7.	FIRM ELECTRIC SERVICE	13
8.	EXCHANGE OF ENERGY AND CAPACITY	29
9.	SCHEDULE OF RATES.....	31
10.	SCHEDULING, ACCOUNTING, AND BILLING PROCEDURES	31
11.	POWER FACTOR.....	32
12.	INTEGRATED RESOURCE PLANS AND SMALL CUSTOMER PLANS	33
13.	ENVIRONMENTAL ATTRIBUTES	34
14.	GENERAL POWER CONTRACT PROVISIONS.....	34
15.	CREDITWORTHINESS	35
16.	REVIEW OF FINANCIAL AND WORK PROGRAM DATA.....	35
17.	EXHIBITS AND AMENDMENTS	35
18.	AUTHORIZED REPRESENTATIVES OF THE PARTIES	36
19.	AUTHORITY TO EXECUTE.....	36
	AUTHORIZING RESOLUTION	
	EXHIBIT A	
	RATE SCHEDULE	
	GENERAL POWER CONTRACT PROVISIONS	
	CREDITWORTHINESS PROCEDURES	
ATTACHMENT 1	AHP and Estimated Cost for WRP	
ATTACHMENT 2	Milestones of Notices and Requests for Seasonal WRP	
ATTACHMENT 3	Timeline of Notices and Requests for Long-term WRP	
ATTACHMENT 4	Milestones of Notices and Requests for CDP	
ATTACHMENT 5	Agreement for Review of Financial and Work Program Data, as Supplemented	

CONTRACT
BETWEEN
CITY OF TRUTH OR CONSEQUENCES
AND
UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SALT LAKE CITY AREA INTEGRATED PROJECTS
FOR
FIRM ELECTRIC SERVICE

1. PREAMBLE

This CONTRACT is made this _____ day of _____, 201____, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved February 25, 1905 (33 Stat. 814), the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), the Flood Control Act of December 22, 1944 (58 Stat. 887), the Act of Congress approved July 3, 1952 (66 Stat. 325), the Act of Congress approved April 11, 1956 (70 Stat. 105), the Act of Congress approved August 4, 1977 (91 Stat. 565), and acts amendatory or supplementary to the foregoing Acts, between THE UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, an agency of the Department of Energy, hereinafter called "WAPA," represented by the officer executing this Contract, a duly appointed successor, or a duly authorized representative, hereinafter called the "Contracting Officer," and the City of Truth or Consequences, duly organized, created, and existing under and by virtue of the laws of the State of New Mexico hereinafter referred to as the "Contractor,"

its successors and assigns, each sometimes hereinafter individually called "Party," and both sometimes hereinafter collectively called the "Parties."

2. EXPLANATORY RECITALS

2.1 The United States Bureau of Reclamation (Reclamation) operates certain Federal hydroelectric facilities known as the Collbran Project, Rio Grande Project, and the Colorado River Storage Project.

2.2 WAPA refers to the hydroelectric facilities of the Collbran Project, Rio Grande Project, and the Colorado River Storage Project collectively as the Salt Lake City Area Integrated Projects, hereinafter called "SLCA Integrated Projects."

2.3 WAPA markets and transmits hydroelectric power generated at the SLCA Integrated Projects pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), the Act of Congress approved February 25, 1905 (33 Stat. 814), the Reclamation Project Act of August 4, 1939 (53 Stat. 1187), the Flood Control Act of December 22, 1944 (58 Stat. 887), the Act of Congress approved July 3, 1952 (66 Stat. 325), the Act of Congress approved April 11, 1956 (70 Stat. 105), the Act of Congress approved August 4, 1977 (91 Stat. 565), and acts amendatory or supplementary to the foregoing Acts by the United States of America.

- 2.4 To implement the foregoing authorities, WAPA developed and published the Salt Lake City Area Integrated Projects Post-1989 General Power Marketing and Allocation Criteria (hereinafter called the "Criteria" and/or "Post-1989 Marketing Plan") in the Federal Register on February 7, 1986 (51 FR 4844).
- 2.5 WAPA and Reclamation are under a continuing obligation to ensure the operation of Reclamation's hydroelectric facilities complies with Federal law. Due to this, WAPA maintains flexibility in its contracts to respond if Reclamation changes the way its facilities are operated.
- 2.6 As published in the Federal Register on April 2, 1987 (52 FR 10620), WAPA's Administrator approved final allocations of the hydroelectric power generated at the SLCA Integrated Projects, under which the Contractor received Summer and Winter Season capacity and energy allocations. Minor revisions were subsequently made to the allocations on August 24, 1989 (54 FR 35234).
- 2.7 WAPA entered into long-term firm power contracts for the delivery of the SLCA Integrated Projects capacity and energy allocations listed in the April 2, 1987, Federal Register notice (52 FR 10620), as subsequently revised in the August 24, 1989, Federal Register notice (54 FR 35234) and other Federal Register notices explained below. These contracts are referred to as the Firm Electric Service contracts executed with the SLCA Integrated Projects.

- 2.8 Effective November 20, 1995, WAPA published the Energy Planning and Management Program (Program), 10 C.F.R. Part 905, to implement Section 114 of the Energy Policy Act of 1992 (106 Stat. 2776).
- 2.9 The Program consists of two components: a requirement that each long-term firm power customer prepare an integrated resource plan, and a Power Marketing Initiative (PMI) under which WAPA extended a major portion of the Federal resource commitments to its existing long-term firm power customers. Subpart C - Power Marketing Initiative of the Program provides for the establishment of project-specific resource pools and the allocation of power from these pools to new preference customers.
- 2.10 WAPA did not consider applying the PMI to the SLCA Integrated Projects until after completion of the SLCA Integrated Projects Electric Power Marketing Environmental Impact Statement (EIS). The Record of Decision on that EIS was issued on November 1, 1996.
- 2.11 Subsequent to WAPA's proposed application of the PMI to the SLCA Integrated Projects, the public was provided opportunities to comment on WAPA's proposed application of the PMI. Public comment was also invited on how WAPA should market power given recent changes in the electric industry; and, on how much power should be set aside for new customers, particularly Native American Tribal entities. On June 25, 1999, WAPA announced its decision in the Federal Register

(64 FR 34414) that the term of SLCA Integrated Projects contracts would be renewed and extended until September 30, 2024. On September 8, 1999, WAPA established the Power Allocation Procedures and Call for Applications in the Federal Register (64 FR 48825), for SLCA Integrated Projects Post-2004 Resource Pool.

- 2.12 On February 4, 2002, WAPA published final allocations of the Post-2004 Resource Pool in the Federal Register (67 FR 5113) and on July 29, 2002, adjusted final allocations as published in the Federal Register (67 FR 49019).
- 2.13 In the May 20, 2004, Federal Register (69 FR 29135), WAPA published its Notice of Determination of the Post-2004 Marketable Resources which stated that due to drought conditions it was necessary to reduce the energy component of the SLCA Integrated Projects marketable resources. WAPA stated that it would reduce the marketable energy available to its Contractors beginning October 1, 2004, then gradually increase the energy available over a 5-year period, reaching a level in the fifth year (beginning October 1, 2009) that would remain constant through September 30, 2024. WAPA also indicated that additional hydroelectric power could be available to its customers when hydrologic conditions warranted. On October 1, 2004, most entitlements of Contractors to the long-term firm SLCA Integrated Projects capacity and energy available at that time were reduced by seven (7) percent to provide power for new preference customers. WAPA amended the existing contracts with the Contractors to implement this decision.

- 2.14 The existing contracts expire on September 30, 2024. WAPA published its Proposed 2025 Marketing Plan on December 16, 2015 (80 FR 78222), for the marketing of SLCA Integrated Projects' hydroelectric power and energy for a period beginning October 1, 2024.
- 2.15 In the November 29, 2016, Federal Register (81 FR 85946) WAPA announced its Final 2025 Salt Lake City Area Integrated Projects Marketing Plan (hereinafter called the "2025 Marketing Plan"), extending existing capacity and energy allocations to existing Contractors of SLCA Integrated Projects, while recognizing additional project development may occur in future years. It also provided for establishing a new Firm Electric Service contract based upon the existing SLCA Integrated Projects contract.
- 2.16 The Contractor desires to purchase and WAPA is willing to furnish Firm Electric Service from the SLCA Integrated Projects under the terms and conditions stated herein.

3. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows.

4. TERM OF CONTRACT

4.1 This Contract shall become effective as of the date in Section 1 above or October 1, 2017, whichever is later, and will remain in effect through the end of the calendar day on September 30, 2057, subject to prior adjustments, modifications, or termination as provided herein.

4.2 The delivery of Firm Electric Service under this Contract shall commence October 1, 2024.

4.3 The delivery of Firm Electric Service from the effective date hereof through the end of the calendar day on September 30, 2024, shall be subject to the terms and conditions of Contract No. 87-SLC-0018, except that sections 7.1.6, 13, 14, and 15 of this Contract shall become effective for all Firm Electric Service deliveries on or after the effective date hereof. Except as provided above, in the event of a conflict between the terms of Contract No. 87-SLC-0018 and the terms of this Contract, the terms of Contract No. 87-SLC-0018 shall control through the end of calendar day September 30, 2024, and the terms of this Contract shall control thereafter.

5. RELATED CONTRACTS

5.1 The Contractor's SLCA Integrated Projects Contract No. 87-SLC-0018 with

WAPA expires by its own terms and terminates in its entirety at the end of the calendar day on September 30, 2024.

- 5.2 Termination of Contract No. 87-SLC-0018 and implementation of this Contract shall occur simultaneously, at the end of the calendar day on September 30, 2024, with no disruption in delivery of Firm Electric Service.
- 5.3 In the event that Contract No. 87-SLC-0018 is terminated prior to the end of the calendar day on September 30, 2024, this Contract shall terminate effective with the termination of the Contract No. 87-SLC-0018, unless otherwise provided.
- 5.4 The Contract Rate of Delivery (CROD), as defined in Section 6.2, with associated energy under Contract No. 87-SLC-0018 may be modified prior to October 1, 2024, based upon the terms in Contract No. 87-SLC-0018. If modifications are made to Contract No. 87-SLC-0018, such as reductions, withdrawals, restrictions, limits, penalties, termination, additions, increases, and any other applicable adjustment prior to October 1, 2024, the same modifications shall be made to this Contract and any applicable exhibits and attachments.
- 5.5 If applicable, certain allocation holders identified in Contract No. 87-SLC-0018 have assigned their CROD and associated energy allocations to Contractor, and those assigned allocations are included in this Contract as allowed by the terms of the assignment. If Contract No. 87-SLC-0018 terminates prior to the end of the

calendar day on September 30, 2024, any applicable allocation assignment agreement(s) shall terminate concurrently.

6. DEFINITIONS

For the purposes of this Contract:

6.1 Available Hydro Power (AHP) is the maximum amount of hydroelectric capacity and energy that will be made available to the Contractor monthly as determined by WAPA based on prevailing water release conditions and set forth in Exhibit A; Provided, however, that AHP shall not be less than the Contractor's Sustainable Hydro Power.

6.2 Contract Rate of Delivery (CROD) is the maximum level of long-term capacity that the Contractor is entitled to receive in each Season as set forth in Section 7 and in Exhibit A of this Contract. The CROD is the Contractor's allocated share of the SLCA Integrated Projects marketing commitment level established for each Season through the term of this Contract. CROD is met first with the Contractor's AHP, and then with Customer Displacement Power or Western Replacement Power, or a combination thereof.

- 6.3 Contractor is a preference customer within the marketing area of the SLCA Integrated Projects. Contractors refers to all SLCA Integrated Projects customers.
- 6.4 Contracting Officer is the officer executing this Contract, a duly appointed successor, or a duly authorized representative.
- 6.5 Customer Displacement Power (CDP) is the amount of supplemental power acquired or generated by the Contractor on its own behalf, or by a third party on behalf of Contractor, which if provided by Contractor under Section 7 may be used, as required, as part of the Contractor's CROD and Monthly Energy within a given period.
- 6.6 Designated Points of Delivery are those points described in Exhibit A where Firm Electric Service furnished by the SLCA Integrated Projects is delivered to the Contractor or to a transmission agent for further delivery to the Contractor.
- 6.7 Firm Electric Service is the firm energy and capacity provided by WAPA at Designated Points of Delivery.
- 6.8 Firming Power is power purchased by WAPA from time-to-time which it determines to be required in order to meet its commitments for AHP and Seasonal SHP Energy.

- 6.9 Long Term Western Replacement Power (Long Term WRP) is the amount of Western Replacement Power that WAPA will purchase for the Contractor for a specified period of at least one (1) year pursuant to Section 7.3 which will be used, as required, as part of the Contractor's CROD and Monthly Energy within the given period.
- 6.10 Monthly Capacity is the maximum quantity of firm capacity expressed in kilowatts (kW) that WAPA is committed to deliver and the Contractor is entitled to receive each month, pursuant to Section 7.8.
- 6.11 Monthly Energy is the maximum quantity of total firm energy expressed in kilowatt-hours (kWh) that WAPA is committed to deliver and the Contractor is entitled to receive each month pursuant to Sections 7.1.3 and 7.8, and as set forth in Exhibit A.
- 6.12 Season or Seasonal is Summer or Winter Season.
- 6.13 Seasonal SHP Energy is the minimum quantity of firm energy expressed in kWh the Contractor is entitled to receive each Season as set forth in Section 7.1.2.
- 6.14 Seasonal Western Replacement Power (Seasonal WRP) is the maximum amount of Western Replacement Power WAPA will purchase for the Contractor during a

Season or shorter period of time, pursuant to Section 7.2, which will be used, as required, as part of the Contractor's CROD and Monthly Energy.

- 6.15 Summer Season is the six (6) month period from the first day of the April billing period through the last day of the September billing period of any calendar year.
- 6.16 Sustainable Hydro Power (SHP) is a level of long-term operable SLCA Integrated Projects hydroelectric capacity with energy, projected at an established risk level and supplemented by WAPA power purchases as may be required from time-to-time due to hydrological conditions, which level shall be fixed and made available to the Contractor each Season through a specified contract period. SHP will be established by WAPA in consultation with the Contractors, and set forth in the attached Exhibit A.
- 6.17 Western Replacement Power (WRP) is the amount of supplemental power requested by the Contractor to be acquired by WAPA on behalf of the Contractor as part of the Contractor's CROD and Monthly Energy within a given period and paid for by the Contractor on a pass-through-cost basis. WRP may also be purchased as Seasonal WRP, as provided for in Section 7.2, or as Long Term WRP, as provided for in Section 7.3.

6.18 Winter Season is the six (6) month period from the first day of the October billing period of any calendar year through the last day of the March billing period of the following calendar year.

7. FIRM ELECTRIC SERVICE

7.1 WAPA's Energy and Capacity Obligations: WAPA, under the terms and conditions specified herein and within the available capacity of the substation and transmission facilities to deliver the Firm Electric Service at specific Designated Points of Delivery, will furnish Firm Electric Service to the Contractor, up to the mutually agreed upon Monthly Energy and Monthly Capacity set forth in Exhibit A.

7.1.1 The Seasonal CROD, SHP, AHP, and Monthly Capacity shall be as set forth in Section 3 of Exhibit A.

7.1.2 The Seasonal SHP Energy and Monthly SHP Energy shall be as set forth in Section 4 of Exhibit A.

7.1.3 The Monthly Energy available with the CROD shall be the sum of the Contractor's monthly portion of (1) Seasonal SHP Energy or energy associated with AHP, whichever is greater, plus (2) energy associated with WRP, plus (3) energy associated with the CDP as set forth in Exhibit A.

Monthly Energy available with the CROD shall not exceed 100 percent load factor.

7.1.4 If the Seasonal SHP Energy and the CROD are changed due to exchanges of energy and capacity in accordance with Section 8 of the Contract, any such changes will be reflected prior to the beginning of each Season in a revision to Exhibit A.

7.1.5 Should WAPA determine that hydrology projections, operational or other changes, show AHP energy or capacity in sufficient quantities to be made available above that identified as AHP in Exhibit A, WAPA shall first offer said energy or capacity to its Contractors. Appropriate written notification from WAPA will be given to the Contractor.

7.1.6 WAPA may revise the amount of the Contractor's Seasonal SHP Energy or Seasonal CROD as required to respond to changes in hydrology and river operations, upon five (5) years' notice to the Contractor.

7.2 Seasonal WRP: The procedure for acquiring Seasonal WRP is as follows, and the schedule of dates by which the terms of Seasonal WRP are to be complied with are listed in Attachment No. 2.

- 7.2.1 WAPA will notify the Contractor in writing as to what portion of the CROD in the upcoming season will be supplied from AHP. The notification will also provide WAPA's estimated price of purchasing Seasonal WRP for the upcoming Season and any advancement of funds necessary pursuant to Section 7.5. This notice will be in substantially the same form as Attachment No. 1.
- 7.2.2 The Contractor will provide authorization by returning the form to WAPA indicating the amount of Seasonal WRP that it requests WAPA to purchase for the upcoming Season. Such written notice will constitute a commitment by the Contractor to pay its share of WAPA's cost of the Seasonal WRP pursuant to this Section 7.2, except when power is not available per Section 7.2.3. The amount of Seasonal WRP for which notice is provided by the Contractor for a Season may vary by month. Such monthly amounts must be so indicated in the Contractor's notification.
- 7.2.3 Upon receipt of the authorization from the Contractor, pursuant to Section 7.2.2, WAPA will endeavor to purchase the requested Seasonal WRP. If the power is not available for purchase by WAPA under the authorized terms and conditions, WAPA shall notify the Contractor. If the Contractor then chooses to rescind its request for WRP, it must do so promptly in writing.

7.2.4 At the beginning of the billing period for each Season, WAPA will notify the Contractor of any revisions to WAPA's estimated price for Seasonal WRP for each month of the Season.

7.2.5 WAPA will include in its regular monthly power bill to the Contractor WAPA's cost of providing Seasonal WRP for that month.

7.2.6 The costs associated with Seasonal WRP shall reflect additional costs, if any, incurred by WAPA for energy purchased as Seasonal WRP, as compared with the cost WAPA has determined is necessary to support its monthly energy commitments without Seasonal WRP purchases. Such additional costs shall be limited to the net cost of such energy calculated by subtracting from WAPA's total cost of providing the energy (i) the revenues received by WAPA from the sale of such energy, and (ii) if used by WAPA for Firming Power, the estimated cost for such Firming Power that WAPA otherwise would have incurred.

7.2.7 If the Contractor has paid in excess of WAPA's actual cost of the Seasonal WRP provided to the Contractor during the Season, WAPA will credit the amount toward payment of the Contractor's next practicable service month power bill unless otherwise mutually agreed. If the Contractor has paid less than WAPA's actual costs of Seasonal WRP accepted by the

Contractor during the Season, WAPA will bill the Contractor for such amount in its next practicable service month power bill unless otherwise mutually agreed. When advanced funds are needed, pursuant to Section 7.5, the provisions in Subsection 7.2.7 shall not be applicable.

7.3 Long Term WRP: The procedure for acquiring Long Term WRP is as follows, and the schedule of dates by which the terms of Long Term WRP are to be met is listed in Attachment No. 3.

7.3.1 WAPA will notify the Contractor as to what portion of the Contractor's CROD is expected to be supplied from AHP for the remainder of the Contract.

7.3.2 If the Contractor is interested in acquiring Long Term WRP, the Contractor will notify WAPA of the amount of Long Term WRP desired, the period of time for which the Contractor is willing to commit to purchase that amount, and the maximum price that the Contractor would be willing to have WAPA pay to purchase Long Term WRP. These will be used by WAPA in soliciting and evaluating potential power purchase options and will limit any obligation of WAPA to provide Long Term WRP.

- 7.3.3 After receipt of the notice(s) referenced in Section 7.3.2, WAPA shall request proposals from power suppliers for power to supply the request(s) for Long Term WRP.
- 7.3.4 Once WAPA receives and evaluates proposals from suppliers, WAPA shall inform the Contractor of the length of commitment, terms, and conditions, including adequacy of transmission, under which Long Term WRP is available. WAPA will also notify the Contractor of any advancement of funds needed pursuant to Section 7.5.
- 7.3.5 The Contractor shall provide written authorization to WAPA to contract for the Long Term WRP under the specified terms and conditions. Such written authorization will constitute a commitment by the Contractor to pay its share of the cost of the Long Term WRP under the terms and conditions specified.
- 7.3.6 Only upon receipt of written authorization from the Contractor will WAPA pursue purchasing Long Term WRP for the Contractor. If the power is not available for purchase by WAPA under the authorized terms and conditions, WAPA will notify the Contractor of the changes. If the Contractor then chooses to rescind its request for Long Term WRP, it must do so promptly in writing. Service shall normally begin on the first day of the next Season.

- 7.3.7 The Contractor may commit to more than one Long Term WRP arrangement; Provided, That its request for Long Term WRP, when combined with the Contractor's SHP, other WRP commitments and CDP commitments, shall not exceed the Contractor's CROD, or 100 percent load factor of the CROD.
- 7.3.8 WAPA will include in its regular monthly power bill to the Contractor WAPA's cost of Long Term WRP for that month. The cost will be calculated by placing WAPA's total Long Term WRP costs into a cost pool for each term of commitment of Long Term WRP, and then prorating the costs to the Contractor in proportion to its share of Long Term WRP in that pool.
- 7.3.9 Determination of WAPA's actual costs for Long Term WRP and excess or deficient payments by the Contractor for Long Term WRP will be made at the end of WAPA's fiscal year. If the Contractor has paid in excess of WAPA's actual costs of the Long Term WRP, WAPA will reflect such excess amount in a credit to the Contractor's amount of payment to be made in the next practicable service month power bill, unless otherwise mutually agreed. If the Contractor has paid less than WAPA's actual costs of Long Term WRP, WAPA will bill such deficiency to the Contractor in its next practicable service month power bill, unless otherwise mutually

agreed. When advanced funds are needed, pursuant to Section 7.5, these provisions in Subsection 7.3.9 shall not be applicable.

7.3.10 If requested by the Contractor, WAPA shall attempt to sell any energy associated with Long Term WRP that is in excess of the Contractor's needs. If WAPA sells such energy, WAPA shall credit the Contractor's charges for Long Term WRP by any revenues obtained, less WAPA's costs, if any, to provide this service.

7.4 Cost of Providing WRP: WAPA's cost of providing WRP shall not be included in the capacity and energy rates charged to the Contractor under the SLCA Integrated Projects Firm Power Rate Schedule.

7.5 Advancement of Funds

7.5.1 WAPA may make purchases of WRP from the funds it has available. In the event that WAPA does not have sufficient funds to make WRP purchases, the Contractor will provide its pro-rata share of funds in advance for WAPA's use in purchasing WRP on the Contractor's behalf. The notice provided to the Contractor by WAPA pursuant to Sections 7.2.1 and 7.3.4 will notify the Contractor as to its pro-rata share, if an advance is needed. The Contractor shall submit the advanced funds to WAPA with the written authorization pursuant to Sections 7.2.2 or

7.3.5. Advanced funds will be credited to a separate account and will be held by WAPA for the Contractor to be used solely for purchases of WRP. When advanced funds are needed, Sections 7.2.7 and 7.3.9 shall not be applicable. The amounts advanced will be determined according to the following criteria:

7.5.1.1 For Seasonal WRP, the Contractor will advance an amount equal to (i) one third of the estimated cost of Seasonal WRP to be purchased by WAPA on behalf of the Contractor in the upcoming Season, less (ii) the amount, if any, held by WAPA for purchases of Seasonal WRP on behalf of the Contractor for the current Season; Provided, That if the amount held by WAPA for the current Season is greater than the amount required for the upcoming Season, the difference will either be refunded to the Contractor after the current Season or, at the Contractor's option, be reflected as a credit in the Contractor's next power bill.

7.5.1.2 If the Contractor fails to advance WAPA sufficient funds for Seasonal WRP in accordance with the amounts and schedules set forth in Sections 7.5.1.1, WAPA will not purchase Seasonal WRP on the Contractor's behalf for that upcoming Season.

7.5.1.3 For Long Term WRP, the Contractor will advance an amount equal to (i) the next two (2) months of the estimated cost of the Long Term WRP to be purchased by WAPA on behalf of the Contractor, less, (ii) the amount, if any, then held by WAPA for purchases of Long Term WRP on behalf of the Contractor; Provided, That if the amount then held by WAPA is greater than the amount required for the next two (2) months, the difference will either be refunded to the Contractor by WAPA or at the Contractor's option, be reflected as a credit in the Contractor's next power bill.

7.5.1.4 Upon termination of the Contract, any funds advanced by the Contractor that are still held by WAPA and are in excess of amounts owed to WAPA will be refunded to the Contractor.

7.6 Customer Displacement Power: The procedure for acquiring CDP is as follows, and the schedule of dates by which the terms of CDP are to be met are listed in Attachment No. 4.

7.6.1 The Contractor may, individually or in association with other Contractors of the SLCA Integrated Projects, furnish written notice to WAPA that it wishes to provide to WAPA, for delivery to the Contractor, CDP for a portion or all of the power above AHP and WRP up to the CROD and for

which it has not otherwise provided notification for Seasonal WRP or Long Term WRP in accordance with the notification guidelines set forth in Section 7.2 or 7.3. CDP may only be accepted in time periods offered for Seasonal or Long Term WRP.

- 7.6.2 The Contractor will furnish with its notification to provide CDP pursuant to Section 7.6.1, information regarding the source and point of receipt of power, the amount of power to be provided, the initial month of delivery, the commitment length, the designation of the scheduling entity, and any prescheduling and scheduling requirements and restrictions. WAPA will determine its ability to deliver this CDP in accordance with Section 7.7.3.
- 7.6.3 The Contractor may request a change or modification to the source(s) or conditions of CDP at any time prior to or during a Season upon written notification to WAPA's appropriate scheduling office. WAPA shall make its best efforts to expedite its determination of its ability to accept this CDP for delivery to the Contractor and shall so notify the Contractor, in writing, of its determination as soon as possible. However, WAPA shall have the sole determination of its ability to accept this CDP under the new conditions.

7.6.4 Any portion of CDP not supplied pursuant to Section 7.6.1 will be deemed to be supplied pursuant to this Section 7.6. WAPA will not be responsible for firming CDP purchases made by the Contractor.

7.7 Transmission Provisions

7.7.1 Reserved Firm Capacity (RFC) in the CRSP transmission system will be maintained by WAPA to deliver the Contractor's CROD, to meet other firm transmission and firm exchange commitments, and to serve loads solely dependent upon transmission service on WAPA's system. The Contractor's AHP, WRP, and CDP, where CDP has been accepted by WAPA pursuant to Section 7.6.2, will be treated as firm deliveries up to the Contractor's CROD. Procedures for management of curtailments shall be contained in Scheduling, Accounting, and Billing Procedures (SABPs), as referenced in Section 10, jointly developed and executed by both Parties.

7.7.2 To the extent that actual AHP, combined with the sum of contractual commitments by the Contractor for purchase of Long Term WRP, Seasonal WRP, and CDP, result in capacity greater than the Contractor's CROD, it is the Contractor's responsibility to arrange for transmission and delivery of any Long Term WRP, Seasonal WRP, and CDP in excess of the Contractor's CROD. Additionally, the Contractor shall independently

arrange for delivery to itself of all CDP over and above CDP accepted by WAPA for delivery to the Contractor pursuant to Section 7.6.

7.7.3 Pursuant to the CRSP Joint Planning Agreement Principles No. 96-SLC-0315, as may be amended, WAPA shall engage in a consultative process with the Contractors for determination of (i) the transmission capacity of the existing CRSP transmission system and any modification or additions thereto, (ii) the capacity in the system needed to meet the RFC requirement of Section 7.7.1, and (iii) any remaining available transmission capacity that could be made available for other firm transmission purposes.

7.7.3.1 Determination of transmission availability among competing new requests for WRP and CDP will be based, among other things, on the length of the commitment, i.e., for the upcoming Season or in increments offered by WAPA for Long Term WRP, with requests of longer commitment lengths being given higher priority. Prior to the beginning of Long Term WRP, as established in Section 7.3 of this Contract, the maximum commitment length for WRP and CDP will be the upcoming Season.

7.7.3.2 For requests of WRP and CDP of equal commitment length, WRP and CDP will share current RFC pro-rata when such concurrent

requests exceed estimated RFC. Prior to the first Long Term WRP commitment date, as established in Section 7.3 of this Contract, requests received through the date of the Contractor's notice for Seasonal WRP will be considered as being received concurrent for the upcoming Season. Subsequent to the first commitment date for Long Term WRP, requests for CDP will be considered as outlined in Attachment No. 4.

7.7.3.3 The commitment length for CDP can be no longer than the Contractor's purchase commitment to the resource designated at WAPA's point of receipt.

- 7.8 Monthly Commitments: At least sixty (60) days before the beginning of each Season, the Contractor and the Contracting Officer shall establish the Monthly Energy and Monthly Capacity for the upcoming Season at each Designated Point of Delivery; Provided, however, that Monthly Capacity in any month may not exceed the Contractor's CROD as set forth in Section 7.1.1. The Monthly Energy and Monthly Capacity will be set forth in Exhibit A. Energy or capacity may not be transferred from month to month without revision to Exhibit A.
- 7.9 Minimum Hourly Delivery: The Minimum Hourly Delivery shall be 35 percent of the total of the Contractor's CROD, or the Contractor's total load, whichever is less, or as otherwise set forth in Exhibit A. Upon request of the Contractor, the

requirement for a Minimum Hourly Delivery may be waived by WAPA, if operating conditions permit. At no greater than 2-year intervals, WAPA, in consultation with its Contractors, shall reevaluate, and may revise, the minimum hourly delivery. Such revision will be reflected in a revised Exhibit A.

- 7.10 Operating Reserves: WAPA is able to provide operating reserves for the Contractor for AHP. To the extent that the Contractor's CDP or WRP from a third-party purchase includes the provision of operating reserves, WAPA shall allow the Contractor to claim such reserves from any unscheduled portion of CDP or WRP.
- 7.11 Designated Point(s) of Delivery and Voltages: Firm Electric Service furnished by WAPA to the Contractor will be delivered at the point(s) and voltage(s) set forth in Exhibit A. Charges and losses will be established as follows: (i) any transmission costs and associated losses incurred in the delivery of AHP to the Designated Point(s) of Delivery described in Exhibit A shall be the responsibility of WAPA, (ii) losses in the delivery of WRP and/or CDP shall be the responsibility of the Contractor, and (iii) any transmission costs and associated losses in the delivery of Firm Electric Service beyond the Designated Point(s) of Delivery shall be the responsibility of the Contractor.
- 7.12 Metering: The point(s) of measurement, metering voltage(s), and ownership of metering equipment shall be set forth in the SABPs entered into pursuant to

Section 10 hereof. Insofar as the Firm Electric Service delivered hereunder may be measured at point(s) and/or voltage(s) other than the Designated Point(s) of Delivery, the measured amount(s) may be adjusted for losses between the Designated Point(s) of Delivery and the point(s) of measurement as set forth in said SABPs.

- 7.13 Transmission Agent: Electric service provided to the Contractor at the Designated Point(s) of Delivery listed in Exhibit A may be supplied over the facilities of Public Service Company of New Mexico under the terms and conditions provided in Contract No. 14-06-400-2425 and Contract No. 8-07-40-P0695 as amended or extended from time-to-time, or under the terms and conditions of any contract(s) that may supersede or succeed said contract(s). The term of Contract No. 14-06-400-2425 and Contract No. 8-07-40-P0695, has a final termination date of June 1, 2047. Whereas this Contract has a final termination date of September 30, 2057, WAPA will in good faith work to negotiate an extension or an alternative to Contract No. 14-06-400-2425 and Contract No. 8-07-40-P0695. If there is termination of Contract No. 14-06-400-2425 and Contract No. 8-07-40-P0695 and another alternative cannot be arranged, the Designated Point(s) of Delivery will be Four Corners 345-kV or another CRSP-owned Point(s) of Delivery as determined by the Contracting Officer in consultation with the Contractor, unless alternative arrangements are made between WAPA and the Contractor.

7.14 Firming Power

7.14.1 In the event that actual power produced by SLCA Integrated Projects generation is inadequate to meet AHP or Seasonal SHP Energy as set forth in Exhibit A, WAPA will purchase Firming Power required to meet any shortfall. The cost of such Firming Power purchases, as well as revenues from any associated short term power sales, shall be included in the capacity and energy rates charged to the Contractor under the then-current SLCA Integrated Projects Firm Power Rate Schedule.

7.14.2 Any expenses deemed non-reimbursable pursuant to Section 1807 of the Grand Canyon Protection Act of 1992, Pub. L. 102-575, shall be treated as non-reimbursable expenses.

8. EXCHANGE OF ENERGY AND CAPACITY

In order to optimize use of SLCA Integrated Projects' resources, WAPA will consider, subject to the conditions set forth herein, an exchange of energy and/or capacity between Contractors. If the Contractor desires an exchange of energy and/or capacity, it must submit a request sixty (60) days prior to the anticipated effective date of the exchange of energy and/or capacity. WAPA will then review requests on the basis of its operational requirements. If operational requirements permit, requesting Contractors will be offered a letter agreement, for an exchange of energy and/or capacity. The Contractor will return

the signed letter agreement accepting the proposed exchange. The Seasonal Energy and the Contract Rates of Delivery will then be increased or decreased, as necessary, in a revision to Exhibit A. Any exchange of energy and/or capacity is at the discretion of WAPA, and WAPA may elect to not facilitate an exchange. In the event WAPA does facilitate an exchange, the exchange is for the approved period only, and at the end of that approved period the Contractor's Seasonal Energy and Contract Rates of Delivery will revert to those amounts set forth in Section 7.1.

9. SCHEDULE OF RATES

The Contractor shall pay WAPA for the Firm Electric Service furnished hereunder in accordance with rates, charges, and conditions set forth in the General Power Contract Provisions (GPCPs) dated as of September 1, 2007, and in applicable Rate Schedule, both attached hereto and made a part hereof, or any superseding rate schedules.

10. SCHEDULING, ACCOUNTING, AND BILLING PROCEDURES

10.1 Written SABPs, shall be developed and agreed upon by the authorized representatives of the Parties before the date of initial service under this Contract. The SABPs are intended to implement the terms of this Contract but not to modify or amend it and are, therefore, subordinate to this Contract. Revisions to the SABPs may be needed to meet operational requirements and such revisions shall be made in accordance with Section 10.3. Any revisions to the SABPs shall be developed in consultation with the Contractor.

10.2 Deliveries of Firm Electric Service hereunder may be scheduled in advance as determined by the Contracting Officer, on an hourly basis, emergencies excepted, and accounted for on the basis of such advance schedules, all in accordance with SABPs agreed upon in advance between the authorized representatives. Said SABPs will specify the conditions under which inadvertent deliveries, which are greater or less than scheduled deliveries, shall be corrected in later deliveries. If operating conditions warrant and WAPA so notifies the Contractor, WAPA may,

at its option, revise the Contractor's schedule or request the Contractor to schedule its resources from the SLCA Integrated Projects to approximate normal hourly and/or daily load patterns to avoid abrupt changes in water releases and generation levels or other undesirable results. The Contractor will initiate hourly scheduling within ninety (90) days of a request by WAPA.

- 10.3 In the event the Contractor fails or refuses to execute the initial SABPs or any revised SABPs which WAPA determines to be necessary due to changes in this Contract or the power system of either Party, WAPA will temporarily implement essential procedures as determined by WAPA until mutually acceptable SABPs have been developed and executed by the authorized representatives.

11. POWER FACTOR

- 11.1 The Contractor will be expected to maintain the power factor specified in the attached rate schedule or the GPCPs. If the power factor requirements under applicable rate schedule(s) and the GPCPs are not the same, the more stringent requirement will apply.
- 11.2 If the applicable power factor standard is not complied with, WAPA may, after giving the Contractor ninety (90) days' written notice to correct the condition or such additional time as warranted by circumstances, make delivery system improvements associated with power factor correction at the Contractor's expense

to WAPA's system or to the system used by the Contractor with the agreement of the Contractor and/or Third Party Service Provider. If WAPA is required to pay for delivery system improvements associated with power factor correction on the systems of its transmission agents, which are attributable to conditions on the system used by the Contractor, the Contractor shall pay for the cost of such improvements.

12. INTEGRATED RESOURCE PLANS AND SMALL CUSTOMER PLANS

- 12.1 The Contractor shall comply with the Integrated Resource Plan (IRP) or Small Customer Plan requirements, as applicable, in accordance with the Program. If the Contractor submits an IRP with a State or Tribal regulatory body, that same plan may be submitted to WAPA for approval in meeting the IRP or Small Customer Plan requirements.**
- 12.2 WAPA shall administer the IRP or Small Customer Plan requirements, as applicable, in accordance with the Program.**
- 12.3 Failure to comply with the IRP or Small Customer Plan requirements, after exhaustion of all appeals, will result in the application of penalties as specified in the Program.**

12.4 In the event that WAPA, or any successor agency, shall promulgate changes to the IRP portion of the Program following its initial adoption as published in the Federal Register at 60 FR 54151 (October 20, 1995), the Contractor, by written notice to the Contracting Officer within ninety (90) days after the effective date of a Program change, may elect to terminate this Contract. The termination shall be effective one (1) year from the date of receipt of the notice by WAPA.

13. ENVIRONMENTAL ATTRIBUTES

WAPA shall allocate to the Contractor available environmental attributes, such as renewable energy credits/certificates (RECs), that exist from SLCA Integrated Projects hydroelectric generation. Environmental attributes are considered bundled with the energy (kWh) allocation, and the Contractor has the right, but not the obligation, to take title and ownership to its proportionate share based upon its energy allocation set forth in Section 7.1.

14. GENERAL POWER CONTRACT PROVISIONS

The GPCPs effective September 1, 2007, attached hereto, are hereby made a part of this Contract the same as if they had been expressly set forth herein; Provided, That Articles 1.2 and 20 through 30, shall not apply or be incorporated herein; Provided, That Contractor transactions utilizing capacity and/or energy under this Contract with an entity or entities that coordinate, control, monitor, or support operation of the bulk electric system, or act as a marketplace operator of wholesale power, or procure products or service on behalf of any such entity, including but not limited to independent system

operators, regional system operators, transmission organizations, balancing authorities, or successor organizations associated with the Contractor's load shall not be considered a sale for resale.

15. CREDITWORTHINESS

The WAPA Creditworthiness Procedures effective September 1, 2017, attached hereto, are hereby made a part of this Contract the same as if they had been expressly set forth herein.

16. REVIEW OF FINANCIAL AND WORK PROGRAM DATA

Letter Agreement No. 92-SLC-0208 dated September 24, 1992, as supplemented, or any superseding agreement, among the Salt Lake City Area Office of WAPA, the Upper Colorado Region of the Bureau of Reclamation, and Colorado River Energy Distributors Association provides for implementation of the Statement of Principles and Joint Procedures for Contractor review of financial and work program data relating to rates of the SLCA Integrated Projects. This Letter Agreement and supplement are attached hereto as Attachment No. 5, and incorporated into this Contract and implemented as provided for therein.

17. EXHIBITS AND AMENDMENTS

Inasmuch as certain provisions of this Contract may change during the term hereof, they will be set forth in exhibits from time-to-time agreed upon by the authorized representatives of the Parties. The initial Exhibit A, and all future exhibits shall be

attached hereto and made a part hereof, and each shall be in force and effect in accordance with its terms unless superseded by a subsequent exhibit. This Contract may be amended or modified only by an amendment or modification duly executed by the Parties.

18. AUTHORIZED REPRESENTATIVES OF THE PARTIES

Each Party shall, by written notice to the other, designate the representative(s) who is (are) authorized to act on its behalf with respect to those matters contained herein which are the functions and responsibilities of its authorized representative(s). Either Party may change the designation of its authorized representative(s) upon written notice.

19. AUTHORITY TO EXECUTE

The Preamble and Explanatory Recitals of this Contract are incorporated by reference herein. Each individual signing this Contract certifies that the Party represented has duly authorized such individual to execute this Contract that binds and obligates the Party.

IN WITNESS WHEREOF, The Parties hereto have caused this Contract to be duly executed the day and year first written above.

U.S. DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By: _____
Title: _____
Address: CRSP Management Center
299 South Main Street, Suite 200
Salt Lake City, UT 84111

CITY OF TRUTH OR CONSEQUENCES

By: _____
Title: _____
Address: _____



A.3

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM: Automatic Meter Reading/Advanced Metering Infrastructure

Discussion/Action: Approval to move forward with the AMR or AMI project.

BACKGROUND:

August 20, 2018: Took the AMR to the Public Utilities Advisory meeting. During the meeting the board made a motion to send the AMR system to the City Commission for discussion.

STAFF RECOMMENDATION:

- Staff recommends moving forward with the AMI system and looking into getting 3 quotes and bringing those back to the PUAB and Commission.

SUPPORT INFORMATION: See attached AMR quotes & PowerPoint presentation.

Name of Presenter: Bo Easley	Department: Electric	Meeting date: 12-12-2018
E-mail: beasley@torcnm.org	Phone: 894-6673 ext. 372	

Easley, Bo

From: Greg Mumm <greg@deloney.com>
Sent: Thursday, October 18, 2018 5:34 PM
To: Easley, Bo
Subject: Siemens AMR

At this time I am unable to meet your AMR needs and don't have a Siemens solutions to bid. Thanks for your consideration of us. Let me know if I can do anything else for you.

Sincerely,

Greg Mumm
Area Manager AZ, NM, CO & El Paso
Len T. Deloney, LLC
720-930-1991

www.deloney.com

LEN T. DELONEY Co.



PROPOSAL

DATE:
October 10, 2018
EXPIRES:
December 9, 2018

SERVICES PERFORMED BY:
Resource Wise LLC
6020 Midway Park Blvd Suite H
Albuquerque, NM 87109
505-274-6176 [cell]
505-359-5763 [office]
aburke@resource-wise.com

SERVICES PERFORMED FOR:
City of Truth or Consequences
505 Sims, Truth or Consequences,
N.M 87901

ITRON ELECTRIC AMR SOLUTION

ITRON AMR MOBILE READING SYSTEM

Item	Description	Qty	Unit Price	Total Price
1.	<u>Itron MC3 Mobile Drive-by Bundled Solution.</u> System includes: <ul style="list-style-type: none">• FCS Software – Utilized for Water & Electric• Itron Mobile Cloud Setup• First Year of Itron Mobile Application Subscription• Itron MC3 Small Market Mobile with FZ-M1 Tablet, Pedestal Dock Mount & Wiring Kit• 1 Itron Mobile Radio for Troubleshooting ERT's• System Implementation & Training	1	\$22,900.00	\$22,900.00
2.	<u>Itron MC3 & FZ-M1</u> (Optional 2 nd vehicle solution) <ul style="list-style-type: none">• Itron MC3 - Light• FZ-M1 Tablet• FZ-M1 Pedestal Dock Mount & Wiring Kit	1	\$20,400.00	\$20,400.00

ITRON AMR ANNUAL FEES

Initial, Date _____

3.	FCS Software with Itron Mobile Subscription	1	\$2,520.00	\$2,520.00
4.	MC3 Mobile Collector	2	\$2,400.00	\$2,400.00
ITRON SINGLE PHASE ELECTRIC METERS				
5.	C1SR R400, Class 200, 240V, Form 2S	4,383	\$54.50	\$238,873.50
6.	C1SR R400, Class 100, Class 20, Class 320	408	\$118.00	\$48,144.00
7.	C1SR R400, Class 200, form 12S	0	\$117.75	\$0
ITRON POLYPHASE ELECTRIC METERS				
8.	CP1SR R400, polyphase (Forms 9S, 9S/365, 16S, 455)	224	\$305.00	\$68,320.00
9.	CP1SLR3 R400, polyphase, 3 ERT registers, demand + clock	0	\$372.25	\$0
10.	CP1STR3 R400, polyphase, 3 ERT registers, demand + clock & time-of-use	0	\$320.00	\$0
11.	CP1STR3 R400, polyphase, 3 ERT registers, demand + clock & time-of-use & load profile	0	\$399.50	\$0
Electric Meter Package Subtotal:				\$403,557.50
ITRON ELECTRIC METER MOBILIZATION				
12.	<u>Installation</u> Residential and Commercial electric single phase meters	4791	\$37.50	\$179,662.50
13.	<u>Installation</u> of Commercial electric polyphase meters	224	\$65.50	\$14,672.00

Initial, Date _____

14.	<u>Device Exchange System (DES) Electric Meter Mobilization Management Console</u> <ul style="list-style-type: none">• Up to 5015 Metering Points included (Larger quantities available)• Unlimited user access to browser-based Management Console for 12 months (extended hosting available on request)• Supports "Meter Change-out" and "Meter Survey", Work Order types• Efficiently plan and manage meter change-out projects• Browser-based console is accessible from any internet connected computer• Management review and approval of completed work orders prior to transfer to the billing system• Near-real-time data updates allow project tracking and location monitoring of field crews• Easily generate comprehensive reports in Microsoft Excel format and view job photos from any web browser• Wireless synchronization with mobile field devices <u>Meter Mobilization Android Mobile Application</u> <ul style="list-style-type: none">• Intuitive mobile application for accessing route location and meter information• Capture meter box and meter details including serial numbers, geo-location and photographs• Streamline the meter installation process with intelligent screens and GPS tools• Capture meter serial numbers with integrated barcode scanner, subject to use of bar code enabled android device• Capture digital photographs; old meter, new meter and job site• Wireless synchronization with mobile field device	1	\$11,200.00	\$11,200.00
15.	<u>Trimble R1-GNSS Receiver & Samsung Galaxy Tablet</u> <ul style="list-style-type: none">▪ Small, rugged, lightweight GNSS receiver▪ Bluetooth connectivity to any Bluetooth-compatible device; pair it with a smart-phone or tablet to increase the accuracy of geo-fixes▪ GPS Accuracy +/- 1 meter <p>(Data plan not included)</p>	1	\$3,300.00	\$3,300.00
16.	<u>Professional Services</u> includes Project Management, training, on-site support, and other associated services	1	\$45,000.00	\$45,000.00
	Meter Mobilization Sub-total:			\$253,834.50
SUPPLEMENTARY ITEMS				
17.	<u>I Test Forms 9S, 9S/36S, 16S, 45S Polyphase Meters</u> (if required) Included with this proposal are the following documents: <ul style="list-style-type: none">• I Test Protocol	1	\$175.00	\$0

Initial, Date _____

	<ul style="list-style-type: none"> Kelly Cable Testing Experience Example Test Sheet TEST TICKET Price includes installation 			
18.	<u>Panasonic CF-31 Toughbook upgrade</u> (Add to line item 2) Public Sector Specific - Elite, Windows® 10 Pro COA, Intel Core i5-5300U 2.30GHz, vPro, 13.1" XGA Touch, 8GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:Selectable), 4G LTE Multi Carrier (EM7355), GPS, Fingerprint, Emissive Backlit Keyboard, No DVD Drive, Toughbook Preferred, CF-SVCPDEP3Y -Toughbook & Toughpad Premier Deployment - Includes Imaging, Customer Portal Access, Multilocation Shipping and Disk Image Management at the Panasonic National Service Center, CF-SVCHDD3Y - SSD/HDD - No return of defective drive (Years 1, 2 & 3) Panasonic Plug-in Module DVD-Writer - DVD-RAM/8#177;R/8#177;RW Support Kingston 8GB DDR3L SDRAM Memory Module - 8 GB - DDR3L SDRAM - 1600 MHz - 204-pin - SoDIMM	2	\$2,999.00	\$5,998.00
19.	<u>Panasonic Toughbook CF-31 Docking Station with Power Supply</u>	2	\$1,499.00	\$2,998.00
20.	<u>CF-31 Toughbook Panasonic Protection Plus</u> Enhances the Toughbook 3-year standard warranty by offering an additional layer of protection against unintentional physical damage	2	\$989.00	\$1,978.00
21.	<u>FZ-M1 Toughpad Panasonic Protection Plus</u> Enhances the Toughpad 3-year standard warranty by offering an additional layer of protection against unintentional physical damage	2	\$989.00	\$1,978.00
22.	<u>Special Job required</u> Journey Level Technician per hr.	1	\$115.00	\$0
Proposal good for 60 days. Shipping is F.O.B. destination. Tax not included. Payment terms: 30 days net. 1% discount if paid within 20 days from date of invoice.			Project Subtotal:	\$657,392.00
			Shipping:	*
			Grand Total:	\$657,392.00

OVERVIEW:

We would to thank you for the opportunity to present pricing for this proposal. My team and I look forward to continuing to develop a working relationship with T or C. Our goal is to serve you and your team through our knowledge of electric metering by supporting the municipality during the AMR deployment.

OBJECTIVE:

Resource Wise (RW), and Kelly Cable will work to uphold and exceed the highest level of safety, quality, and dedication to this project. Resource Wise and Kelly Cable will fulfill the requirements that are mutually agreed upon through a formal scope of work. The scope of work is to be created upon acceptance of the proposed solutions.

Initial, Date _____

PROPOSED SOLUTION:

1. Kelly Cable will support T OR C throughout the AMR deployment with electric meter installation technicians. Kelly Cable certified technicians will install single phase and three-phase meters.
2. Resource Wise and Kelly Cable recommends that T OR C complete Full I-Tests on all or select transformer rated metering points in 2018 to support the AMR deployment. Please refer to attachments surrounding our Full I-Test solution.

ASSUMPTIONS

- Resource Wise and Kelly Cable will have access to a T OR C warehouse for storage, staging, and tailgating throughout the duration of the project.
- Western United will provide AMR meters to be installed.
- T or C has approximately 4100 meters in municipal proper, or which approximately 90% are residential.
- Resource Wise and Kelly Cable will have necessary signage for all vehicles to identify Resource Wise and Kelly Cable as an authorized contractor for T OR C (Please note: All Kelly Cable vehicles are clearly identifiable with signage for Utility Sales & Service, Inc.). All Kelly Cable employees will be provided with a T OR C Approved Contractor badge and will be required to wear it on their person during working hours.
- Resource Wise and Kelly Cable will be providing any tools, PPE, equipment, vehicles, and Quality Audit system. Audits will be conducted on 5% of the installations and disconnects completed by every employee within 5 business days of servicing the account. The Quality Audits will be a combination of after completion and during the installation of the meter or disconnection of the service.
- Resource Wise will keep reports of all Completed Installs, installation attempts, appointments, Return to Utility (RTU) and Unable to Complete (UTC) orders.

Timeline:

- 4-5 months to completion from start date

Exclusions:

- Meter Socket replacement, Code upgrades, Meter Socket damage due to corrosion, rodents, or any failure beyond the control of the installer
- Any unforeseen issues that may arise that are beyond the control of Resource Wise and Kelly Cable will be negotiated on a case by case bases.
- Performance Bond cost will be passed directly through to the City of T or C.
- Engineering Services available upon request

Initial, Date _____

Integrated Site Test (I-Test) Protocol:

- Verify the meter serial number and utility number match the work order. If the meter information does not match contact the utility to verify the meter that is installed at the location.
- Document all meter readings and site information pertinent to the test.
- Safely open the meter housing and visually inspect the test block and meter socket for abnormalities in wiring, heat stress, etc.
- Complete all pertinent tests at the test block. Start with the separate element test, and document the voltage readings, and test the integrity of the connections at the test block. Trace wiring from the CT location to the meter socket and verify that the color code matches the utility wiring standard.
- After it is determined that the Powermetrix can safely be hooked up, follow the protocol for safely connecting the machine to the service. The Site ID will always be the meter serial # (identification number in the Utility's inventory system). The Site ID is the same as name for the test completed.
- After the Powermetrix is connected to the service use the hot key to view the vector. If the vector matches the service type continue with the test. If there are issues with the vector determine whether or not the device is hooked up correctly. If the device is connected correctly you may have found an issue.
- The Powermetrix will save the Vector diagram, Harmonics analysis, Sin Wave comparison, and the complete site data automatically. The first test performed is the CT Burden and Ratio test.
- Dependent on the location of the CTs follow the appropriate protocol for opening CT cabinets, Pad mount transformers or hooking up the hi-voltage horseshoe probe. After each Ratio and Burden test is completed document all pertinent information. If a CT fails, test it a second time, if it fails again demagnetize the core and test again, if it fails after demagnetization it is highly probable that the CT has failed and needs to be replaced.
- While working in the CT location document all needed information, conduct primary voltage readings, verify the shunts are open and polarity is correct. If the primary voltage is 277/480 or 240/480 or straight 480 the 20 Cal suit is required.
- The Powermetrix will display important information during the CT Ratio and Burden Test. Document all primary and secondary amperage readings. This snapshot will represent the ratio for the Utility on the paperwork we submit.
- After the CT tests are completed conduct the Phantom Load ANSI 2.5 FL PF LL test on the electric meter. Document all pertinent information from the meter test conducted.
- Finally button up the socket and seal the meter housing with approved Utility seals. Conduct the stopwatch test for an instantaneous watt comparison. If there was anything unusual contact the Utility representative and report the abnormalities.

Objective:

This section has been prepared to assist Sourcing and Electric Meter Professionals in understanding the experience of Kelly Cable and USS Journey Level Electric Meter Technicians. Our team has been testing transformer rated electric meter services since 1998 and over those years our skilled technicians have identified safety issues, lost revenues and overloaded services. The following are a few examples of faulty services found by Kelly Cable and USS:

Kelly Cable and USS feels that periodic transformer rated service testing (I-TEST) is an essential maintenance program. It will help to identify problems due to:

- Faulty Meters
- Premature equipment failure
- Damaged installations
- Location related failures

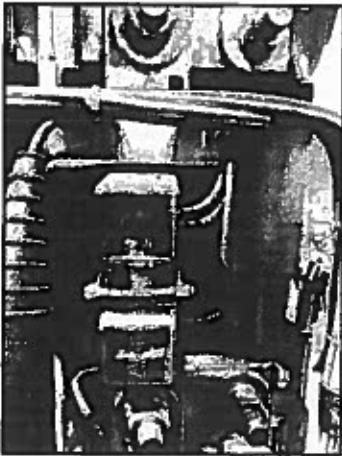
Initial, Date _____

- Energy Diversion
- Periodic testing will help minimize lost revenue.

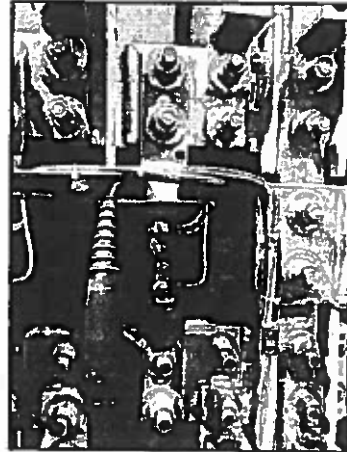
Kelly Cable and USS has been doing in-field testing for many years with the highest level of professionalism and efficiency. Our team has been able to save utilities we have worked with thousands of dollars in lost revenue.

Closed CT Shunt

Before

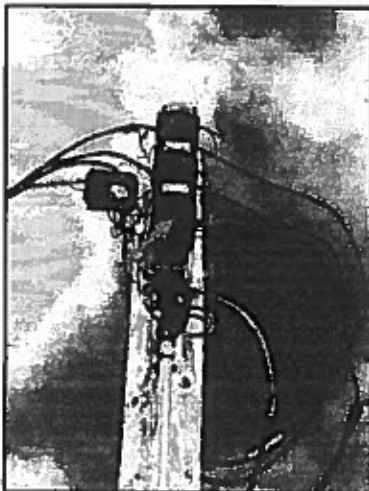


After



During the visual inspection of this service the technician found a CT that had been shunted and determined that it was in that condition from the installation of that CT. The Utility was losing 1/3 in revenue for multiple years at this service.

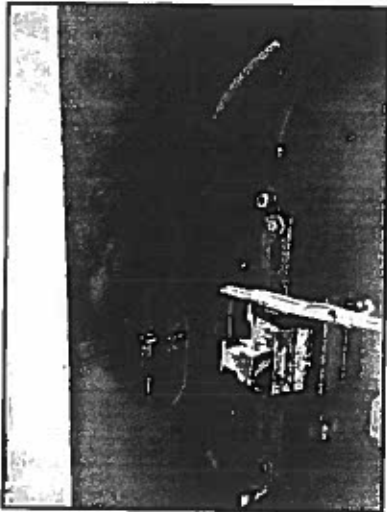
Broken CT Control Wire



This service showed from the vector diagram that there was no current on C phase secondary. The technician verified that there was a broken CT control wire at the CT. The Utility was losing 1/3 in revenue.

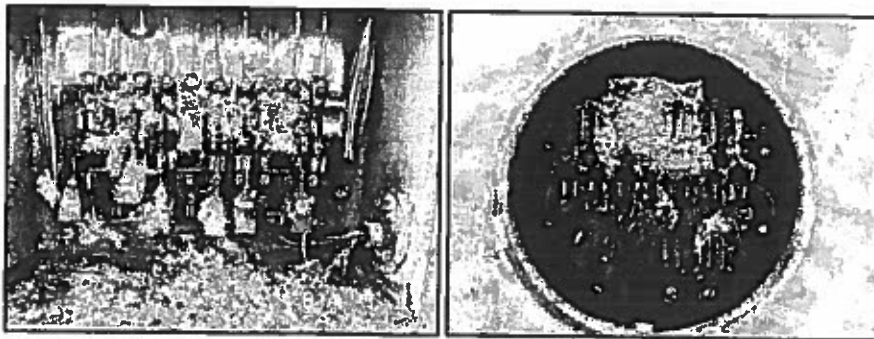
Burnt Fuse Holder

Initial Date _____



Upon arrival the technician saw that there was no display on the meter, and after a voltage check determined all three phase's had no voltage. Further inspection revealed that all potential wires to the fuse block had been destroyed. The customer was receiving free power since the incident occurred.

Mouse Infested Meter Base



Visual inspection and voltage/current readings determined this service had been registering incorrectly due to the amount debris and rust found. This service had been in this condition for years and resulted in lost revenue for the utility.

Conclusion:

Our Apprenticeship program is the number one reason that Kelly Cable and USS is so successful at testing transformer rated electric metering points. Our training staff has over 150 years of experience. That experience, dedication, and training, enables our program and those in it to develop safe and professional work practices, and allows them to excel and grow years after they graduate. We have utilized relationships from several Senior Level Meter Technicians from a variety of different utilities to establish a training program that has been proven successful. The fact that we haven't had a lost time injury in our 17 years of service is a testament to the success of our apprenticeship program.

Issued, Date _____



Powering Business Worldwide

Eaton Corporation
Electrical Engineering Services & Systems
12305 Mercantile Ave. Suite D
El Paso, TX 79928
tel: 915-217-0545

August 16, 2018

City of Truth or Consequences
505 Sims
Truth or Consequences, NM 87901

Attention: Mr. Bo Easley

Subject: AMR Metering System
Eaton Proposal Number: ELK1-180814-03CS

Dear Mr. Easley:

Thank you for considering Eaton's Electrical Engineering Services & Systems (E-ESS) for your electrical solutions requirements.

1. PROJECT SUMMARY

The City of Truth or Consequences wishes to replace their current "walk and read" revenue meters with an AMR(Automated Meter Reading) or "Drive-by" data collection system.

2. EQUIPMENT BILL OF MATERIAL

List the equipment Eaton will be providing or the equipment that Eaton will be working on.

➤ Equipment Lead Time: 6 to 8 weeks ARO

○ Single Phase Meters

- (4,383) – Itron C1SR R400, Class 200, Form 2S meter
- (408) – Itron C1SR R400, Class 100, Form 1S meter
- Optional if Required
 - Itron C1SR R400, Class 200, Form 12S meter(\$160.00/ea)

○ Poly Phase Meters

- (224) – CP3SR R400 (forms 9S, 9S/36S, 16S, 45S)
 - For meters that are CT-rated, approximately, (112).
 - Verify CT & PT (if any) nameplate data
 - Confirm meter socket integrity
 - Verify service type and wiring
 - Verify meter multiplier – match to meter nameplate
 - Run CT burden and emittance test
 - Verify wiring & operation of test switches(if present)
 - Provide factory test data, verify accuracy to NM PUC and ANSI standards
- Optional if Required at additional cost
 - CP3SDR3 R400 demand meter

September 18

- CP3STR3 R400 TOU meter
- CP3SLR3 R400 Load Profile recorder meter
- o Itron AMR Mobile Reading System
 - Electric Itron Starter Package
 - (1) – Itron FCS Software Package (5,001 – 10,000 Endpoints)
 - (1) – Itron MC3LITE Drive by Solution
 - (1) – Mobile Radio
 -
 - (1) – System Implementation & training
 - System does not include interface to Utility Billing, however, MSPS will help with coordination
- o AMR Annual Fees (On-Going Costs), 1st time annual cost included
 - FCS Software (5,001 – 10,000 Endpoints) w/ Itron Mobile Radio Subscription
 - FCS Support begins at Month 6
 - Itron will bill direct, after warranty period is over
 - MC3 Mobile Collector, annual support agreement
 - Itron bills direct, after warranty period is over

➤ Meter Installation

- o (4,383) – Form 2S
- o (408) – Form 1S
- o (224) – Polyphase (Form 9S, 9S/36S, 16S, 45S)
- o Optional installation at additional cost if required for:
 - Polyphase demand
 - Polyphase TOU
 - Polyphase Load Profile

3. SCOPE OF WORK

This Scope of Work covers the following activities and deliverables.

- Provide meters as outlined in BOM. Quantities are our best estimate at this time, with the caveat that the numbers may change, and pricing accordingly.
- Install single-phase and poly-phase meters. The City will provide a list of meter locations/addresses and will coordinate with Eaton to assure adequate customer notifications of work to be performed. Certain exceptions to a "standard" meter exchange may be encountered involving extra time & materials and will be quoted separately, on a case by case basis. CT replacement and wiring involved are not part of this scope of work.
- Install Itron FCS(Field Collection Software) and Itron MC3-Lite data collector
- Train City personnel on the daily use of FCS. City to contact vendor of customer billing software to arrange its interface of FCS.

September 18

The information gathered and provided for this project is confidential and solely for the City of Truth or Consequences' use. It shall not be shared or disclosed for any other purpose. All information gathered throughout this project shall be returned to the City upon completion of said project.

Safety: All personnel involved in this project will have received Safety Training prior to any on-site work. Personnel will sign off to confirm attendance in this training.

- Handling the 3-phase service training for Holguin Electric's crews will be handled by Ted Cook, whom worked in PNM's meter group for 20+ years. He has trained numerous coops, El Paso Electric Personnel and has taught at the Texas Meter School.

Personnel performing field work will bring all PPE (Personal Protective Equipment) as required by OSHA guidelines and Industry practices.

For meter installs, Eaton to:

- Confirm viability of meter socket and that service is up to standards and safe
- Verify line and load side voltages
- Confirm CT ratio if present
- Confirm PT ratio if present
- Record "as found" meter reading
- Install new metering (using existing CT's & PT's if present)
- Record meter serial number "as left"
- Return old meter and reading to City

Schedule

Eaton is prepared to begin the work shortly after the City's purchase order is issued, subject to current project loading and obligations. Normal work week will begin on a Monday morning and commence Friday afternoon that same week.

Key Assumptions

This agreement is based on the following assumptions.

- City of Truth of Consequences wished to upgrade their metering system to apply "Drive-by" meter reading technology.
- Eaton Corp. will provide personnel experienced with installing meters and metering CT's & PT's.
- Eaton will provide personnel experienced with Itron's FCS to install and train the City.
- Eaton will provide personnel during the time windows as defined by the City, maintaining scheduling flexibility as needs dictate, within the normal workweek.

4. PRICING

The above scope of work is based on performing site work on a weekday-day turn. If the work cannot be performed during regular working hours (6am-5pm) or must be performed on weekends or holidays, please contact us to adjust the price accordingly.

September 18

The following pricing is based on Eaton's GSA Contract: GS-06F-0023R. Price for the above scope of work is \$683,871.00.

Per GSA Contract: GS-06F-0023R						
Maintenance Services						
<u>Special Item</u> <u>Number</u> <u>SIN #</u>	<u>MFR PART</u> <u>NO</u>	<u>Product</u> <u>Name</u>	<u>Labor</u> <u>Category</u>	<u>GSA</u> <u>Negotiated</u> <u>Rate</u>	<u>HOURS</u>	<u>TOTAL</u> <u>PRICE</u>
811-004	PS-91	Professiona I Services	Project Manager	\$210.00	165	\$34,650
811-004	PS-110	Professiona I Service	Electrical Foreman	\$158.90	320	\$50,848
811-004	PS-111	Professiona I Service	Electrical Journeyman	\$131.60	1280	\$168,448
TOTAL PRICE LABOR						\$253,946

Open Market Items					
		<u>Description</u>	<u>Price</u>	<u>QTY</u>	<u>TOTAL PRICE</u>
Iron Meters	Per BOM listed above	Electric Meters	\$401,925	1	\$401,925
Iron Start Up Package & System Implementati on to include: FCS the initial AMR Annual fee. On-Going cost thereafter will be billed directly by Iron.	Per BOM listed above	Software and Programming	\$28,000	1	\$28,000
TOTAL PRICE OPEN MARKET					\$429,925.00
TOTAL PRICE INCLUDES 7.875% Sales Tax					\$683,871.00
PRICE WITHOUT THE 7.875% Sales Tax					\$632,189.00

September 16

5. DELIVERY

The scheduling of work will be mutually agreed upon between the customer and Eaton's Electrical Engineering Services & Systems. Please allow two weeks for scheduling purposes.

6. ORDER ENTRY

Please place all orders for the above service to:

Eaton Corporation
Electrical Engineering Services & Systems
12305 Mercantile Ave. Suite D
El Paso, TX 79928

Remit to Address:
Eaton Corporation
P.O. Box 93531
Chicago, IL 60673-3531

7. QUALIFICATIONS / CLARIFICATIONS

- All work to be completed at straight time, Monday through Friday except for scheduled outages as defined in our proposal.
- Any significant delays due to adverse weather will result in additional charges.
- If straight time work is required to be performed on an overtime basis, Customer will be billed the difference between the straight time and overtime rate.
- Stand-by power needs, if deemed necessary, are not included.
- Method of procedure (MOP) development or meeting time not outlined in the scope of work will be treated as an extra.
- Replacement parts and additional labor required to perform any repairs necessary for proper operation of your equipment will be accomplished exclusively at your written direction and authorization.
- Delays beyond the control of Eaton, extras and authorized additional work will be charged in accordance with the Eaton's Electrical Engineering Services & Systems 2017 Price List PL02700001E.
- Third party billing will be subject to an additional 15% fee.

8. DIVISION OF RESPONSIBILITY

Eaton Responsibilities:

- Eaton will perform necessary adjustments, which are required to bring equipment to satisfactory operating condition, or review these with you prior to commencement of any additional work.
- Eaton will obtain authorization in advance before performing any additional work. In these cases, Eaton will provide services on a time and material basis. Eaton will provide a listing of all applicable skills classifications that apply to the execution of this contract, and identify the hourly rates (both straight time and overtime) that will apply for the

September 18

duration of the contract. Eaton will also indicate escalation if applicable and, and in addition, provide a definition of when overtime rates apply.

Customer Will Be Responsible For The Following:

- Providing free access to equipment.
- Ensuring that all equipment is available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
- Identifying site contact for this project.
- Coordinating all outages and perform all switching to de-energize and isolate equipment to be serviced.

9. PROPRIETARY AND CONFIDENTIAL INFORMATION

This submittal contains Eaton proprietary and confidential information, which may only be used by the City of Truth or Consequences to evaluate and respond to this submittal. By accepting this submittal from Eaton, City of Truth or Consequences agrees to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

10. TERMS AND CONDITIONS

Any order arising out of this offer will be governed by Price Agreement No. 70-000-17-00010, State of New Mexico Statewide Price Agreement, which is subject to Eaton Corporation GSA Contract No. GS-06F-0023R effective March 5, 2012 and valid until December 7, 2019. This offer is valid for 30 days unless otherwise extended, modified or withdrawn, in writing, by Eaton. Payments are due and payable with net thirty (30) days from the date of each invoice.

Please reference proposal number ELK1-180814-03CS on any purchase order issued in response to this proposal.

It is a privilege to have this opportunity to be of service. If there are any further questions or needs, please contact me at 915-356-4175 or by email at CarlosSantoyo@eaton.com. Eaton's Electrical Engineering Services & Systems looks forward to working with City of Truth or Consequences on this project.

City of Truth or Consequences
AMR Metering System

September 16

Sincerely,

Carlos Santoyo

Carlos Santoyo
Eaton Electrical Eng. Services & Systems
12305 Mercantile, Suite D
El Paso, TX 79928
CarlosSantoyo@eaton.com
<http://www.eaton.com/eess>
24-Hour Emergency Service: 1-800-498-2678

Attachments: Price Agreement with NM.



H.4

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Walmart Community Grant Program

BACKGROUND:

Walmart has a funding opportunity offering 100% grant funds. The Police Department would like to apply for \$5000.00 funds for the purchase of Radar Detectors and 2 Computers.

STAFF RECOMMENDATION:

Approve submission of a completed application and sign the attached authorization letter.

SUPPORT INFORMATION:

Authorization Letter

Steven L. Green
Mayor

Sandra K. Whitehead
Mayor Pro-Tem

Kathleen Clark
Commissioner



Rolf Hechler
Commissioner

Paul Baca
Commissioner

Juan A. Fuentes
City Manager

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

December 3, 2018

To Whom it May Concern:

This letter is to verify that the City of Truth or Consequences is a certified agency as recognized by the State of New Mexico. The City of Truth or Consequences was officially incorporated in 1916. Please find the attached certificate from the New Mexico Secretary of State's Office verifying this. The Truth or Consequences Police Department is authorized by the City to request funding.

I authorize the Truth or Consequences Police Department to apply for funding from Walmart and the Walmart Foundation for the betterment of the community.

Sincerely,

Steve Green, Mayor

STATE OF NEW MEXICO



OFFICE OF
THE SECRETARY OF STATE

Certificate

I, Clara Jones, Secretary of State of the State of New Mexico, do hereby certify

THAT

THE ATTACHED REPRODUCTIONS ARE TRUE AND EXACT COPIES OF DOCUMENTS
ON FILE IN THE OFFICE OF THE SECRETARY OF STATE PERTAINING TO THE
INCORPORATION OF THE CITY OF HOT SPRINGS, NEW MEXICO.



*Given under my hand and the Great Seal of the State
of New Mexico, in the City of Santa Fe, the Capital
on this 11TH day of MARCH A.D. 1983*

Clara Jones
Secretary of State



#5

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Topographic Survey Request for Foch Street Great Blocks Project on MainStreet

BACKGROUND:

Mayor Green asked that this item be added to the agenda for consideration

STAFF RECOMMENDATION:

SUPPORT INFORMATION:

Survey Request Aerial Layout

Torres, Angela

From: Steve Green
Sent: Wednesday, December 05, 2018 1:54 PM
To: Torres, Angela
Subject: FW: Foch Street Great Blocks on MainStreet
Attachments: image001 2.png; ATT00001.htm; Survey Request Aerial-Layout1.pdf; ATT00002.htm

Categories: Agenda Items

Steve Green
Mayor
City of Truth or Consequences
"A New Mexico True Hot Springs Community"
575-894-2739

From: William Powell [<mailto:william@whstudionm.com>]
Sent: Wednesday, December 05, 2018 9:24 AM
To: Steve Green <steve.green@torcnm.org>
Cc: Linda DeMarino <director@torcmainstreet.org>; John Masterson <john@torc.beer>; Robert D. Loftis <RLoftis@mrwmla.com>; Williams, Rich, EDD <Rich.Williams@state.nm.us>; daniel Gutierrez <Daniel.gutierrez2@state.nm.us>
Subject: Foch Street Great Blocks on MainStreet

Hi Mayor Green,

It was nice speaking with you yesterday. Per our conversation for the design work to proceed regarding the Landscape Architect's work we will need to have a topographic survey and possibly additional geotechnical reporting for Foch Street. It was assumed that these were already completed, only recently to find out otherwise. Thank you for your willingness to present this to the city council in the next few weeks.

1) The topographic survey would be the first item needed in order for design work to begin. It is estimated that the survey would cost 5K-10K - we will need to obtain quotes to be sure. The topographic survey work is critical to completing the project.

2) Some geo-technical work was previously completed by Terracon for the adjacent streets. Additional information may be required for the Great Blocks project, especially true if the entire street is to be repaved as part of this project. In late January the schematic design will be completed and at that time we can determine what additional information is required, if any, to complete the plans. Due to the existing data already on file, it is hoped that any additional geo-technical work can be completed for a reasonable price. We would recommend using Terracon again if additional data is needed.

If you would like, we can rely on the Contracted Landscape architecture firm to obtain these estimates. If you would prefer to obtain the quotes directly, the landscape architect has provided a list of survey requirements that you can use to obtain pricing.

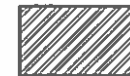
Thank you for your time,

William Powell
Design & Preservation Program Specialist - New Mexico MainStreet

WH Studio LLC
1601 Don Gaspar Avenue
Santa Fe, NM 87505
505.603.3747

SURVEY CRITERIA

1. PROPERTY LOT LINES AND RIGHT-OF-WAY LINES
2. LOCATION OF BUILDING FACE, CORNERS, DOORWAYS, STEPS, OVERHANGS, PORTALS AND POSTS
3. SPOT ELEVATIONS AT BUILDING CORNERS, FINISH FLOOR OF DOORWAYS AND AT TOP OF CURB DIRECTLY ACROSS FROM DOORWAYS
4. LOCATION OF CURB AND GUTTER INCLUDING SPOT ELEVATION EVERY 20' FOR TOP OF CURB AND FLOWLINE OF GUTTER. INCLUDE SPOT ELEVATIONS AT CORNERS (POINT OF CURVATURE, MID-POINT, POINT OF TANGENCY)
5. LOCATION OF DOWNSPOUTS AND DRAINS, IF ANY.
6. LOCATION OF DRIVEWAYS INCLUDING SPOT ELEVATIONS AT AND BOTTOM OF DRIVE, EDGES AND WINGS.
7. LOCATION OF ADA RAMP INCLUDING WINGS. SPOT ELEVATION AT TOP AND BOTTOM OF RAMPS.
8. LOCATION OF MISCELLANEOUS PERMANENT OBJECTS (SIGNS, POSTS, WALLS, FENCES, ETC.)
9. UTILITIES (ABOVE AND BELOW GRADE). SPOT ELEVATIONS MANHOLES, METERS AND OTHER AT-GRADE UTILITY BOXES
10. 6" CONTOUR LINES
14. TOP AND BOTTOM OF SLOPES IN OPEN LAND.
15. LIMITS OF CONCRETE SIDEWALKS AND PAVING.
16. TREES.



MRWM CAN PROVIDE
EXISTING SURVEY
FOR THIS AREA



NORTH



T OR C GREAT BLOCKS – SURVEY REQUEST

12/4/18



LANDSCAPE ARCHITECTS

210 La Veta NE
Albuquerque, NM 87108
PHONE: 505.241.1111
WEB: www.mrwn.com



H-6

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Elected Officials Salaries

BACKGROUND:

Commissioner Clark asked that this item be added to the agenda for consideration.

STAFF RECOMMENDATION:

None.

SUPPORT INFORMATION:

None.