

Sandra Whitehead
Mayor Pro-Tem

Kathy Clark
Commissioner

Rolf Hechler
Commissioner



Paul Baca
Commissioner

George Szigeti
Commissioner

Morris Madrid
City Manager

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

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, IS TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, JANUARY 9, 2019; TO START AT 9:00 A.M.

A. CALL TO ORDER

OPENING CEREMONIES

ADMINISTRATION OF THE OATH OF OFFICE BY THE HONORABLE MUNICIPAL JUDGE BEATRICE SANDERS

Position V City Commissioner – George Szigeti

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

5. **REORGANIZATION: SELECTION OF A MAYOR & MAYOR PRO-TEM**

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

D. RESPONSE TO PUBLIC COMMENTS

E. CONSENT CALENDAR

1. City Commission Special Meeting Minutes, October 22, 2018
2. City Commission Regular Minutes, November 14, 2018
3. City Commission Regular Minutes, December 12, 2018
4. Accounts Payable, December 2018

F. PUBLIC HEARINGS

1. Public Hearing: Request for a Plat Amendment at 1700 E Riverside Drive, applicants John & Gayle Jones. Traci Burnette, Grant/Projects Coordinator
2. Public Hearing: Request for a Variance at 1700 E Riverside Drive to allow subdivided lot to meet the road standard for the area. Applicant is John and Gayle Jones. Traci Burnette, Grant/Projects Coordinator

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Request for a Plat Amendment at 1700 E Riverside Drive, applicants John & Gayle Jones. Traci Burnette, Grant/Projects Coordinator
2. Discussion/Action: Request for a Variance at 1700 E Riverside Drive to allow subdivided lot to meet the road standard for the area. Applicant is John and Gayle Jones. Traci Burnette, Grant/Projects Coordinator
3. Discussion/Action: Resolution No. 22 2018/2019 authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority Public Project Revolving Funds for Law Enforcement Equipment. Traci Burnette, Grant/Projects Coordinator

H. UNFINISHED BUSINESS

1. Discussion/Action: 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. Traci Burnette, Grant/Projects Coordinator
2. Discussion/Action: Special Use Permit for mounting antennas on the painted water tank at the end of West 2nd Street. Applicant is AT&T Mobility with Sean Milks of Gravity Pad being the agent. Traci Burnette, Grant/Projects Coordinator

I. NEW BUSINESS

1. Discussion/Review: Review the Impact Fee Study and approve staff to proceed forward with final adoption procedures. Traci Burnette, Grant/Projects Coordinator

J. REPORTS

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

K. EXECUTIVE SESSION

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

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

M. ADJOURNMENT

NEXT CITY COMMISSION MEETING JANUARY 23, 2019



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

ITEM: Reorganization: Selection of a Mayor & Mayor Pro-Tem

BACKGROUND:

According to the State Statute Listed below, At the first meeting of the new commission after each election, or as soon thereafter as practical, the commissioners shall select one of their Members as Mayor to act for two years, or until a successor is selected and qualified, unless sooner removed by death, resignation or removal from office.

Related to appointing the Mayor Pro-Tem it further states; *During the Mayors absence or disability, his duties shall be performed by another member of the commission, appointed by a majority of the commission and designated as Mayor Pro Tem.*

3-14-10. Commission-manager; selection of mayor; duties.

At the first meeting of the new commission after each election, or as soon thereafter as practical, the commissioners shall select one of their number as mayor to act for two years, or until a successor is selected and qualified, unless sooner removed by death, resignation or removal from office. The mayor shall preside at all meetings of the commission and perform other duties, consistent with his office, as imposed by the commission. The mayor has all powers and duties of a commissioner, including the right to vote upon all questions considered by the commission. He is the official head of the municipality for all ceremonial purposes, for the purpose of civil process and for military purposes. During his absence or disability, his duties shall be performed by another member of the commission, appointed by a majority of the commission and designated as mayor pro tem.

History: 1953 Comp., § 14-13-10, enacted by Laws 1965, ch. 300.

STAFF RECOMMENDATION:

- 1) Make nomination(s) for a member to serve as Mayor. Call for a vote in the order they were nominated.
- 2) Make nomination(s) for a member to serve as Mayor Pro-Tem. Call for a vote in the order they were nominated.

Name of Drafter: Renee Cantin, City Clerk		Meeting date: 01/09/2019
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E.1

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

ITEM:

Approve the minutes of the City Commission Special Executive Session for October 22, 2018.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

SUPPORT INFORMATION:

October 22, 2018 Minutes.

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
MONDAY, OCTOBER 22, 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 - Absent

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

K. EXECUTIVE SESSION

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

City Attorney Rubin addressed the email received from Ron Fenn.

Mayor Pro-Tem Whitehead moved to approve going into executive session at 9:01a.m. to discuss Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2) 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 12:22 p.m.

Mayor Pro-Tem Whitehead certified that only matters pertaining to Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2) 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

Commissioner Hechler moved to adjourn at 12:28 a.m.

Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

Passed and Approved this ____ day of _____, 2019.

Sandra Whitehead, Mayor Pro-Tem

ATTEST:

Renee Cantin, CMC, City Clerk



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

ITEM:

Approve the minutes of the City Commission Regular Meeting for November 14, 2018.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

SUPPORT INFORMATION:

November 14, 2018 Minutes.

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

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 Mayor Pro-Tem Whitehead to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA

Mayor Green asked that item I1 be moved after the Consent Calendar and make that H1 and move everything down one item.

Commissioner Hechler moved to approve the agenda with changes mentioned above.

Mayor Pro-Tem Whitehead seconded the motion.

Commissioner Clark asked that I1, H2 and H3 be moved after the Consent Calendar.

Commissioner Hechler amended his motion as stated by Commissioner Clark. Mayor Pro-Tem Whitehead 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.

Randy Ashbaugh addressed the Commission related to:

- 1) He is speaking for quite a few residents in T or C and they are recommending Paul Tooley as City Manager. They think that he has done great things with the Fire Department. His Organization has been one of the best Fire Departments in the whole nation. There are very few Volunteer Fire Departments that have the qualifications that our Fire Department has. He is a very sharp individual, he catches on quick, and he'll be fast on catching up on what needs to be done. Not only do you have to hire a City Manager, but you need a good assistant City Manager, someone who knows how to go for grants and work with the City Manager and the other employees because the City Manager has his hands totally full with the way things are. He was a little bit dismayed on... he thinks the money is short, \$125,000 probably isn't enough money for a City Manager. That is quite a bit for Paul Tooley, and the biggest factor of all is that he was born and raised here, and he cares. That is extremely important. We don't need somebody that doesn't care. Paul loves the City and he will do a heck of a job.
- 2) Virgin Galactic is fixing to have flights probably this next year and the visitor center on his property is still available, it's designed, it can go to bid tomorrow morning. The visitor center down town is not attracting any people. Are we going to lose it to Hatch, Upham, or Las Cruces? There is going to be a visitor center and it is going to be in one of four places, T or C, Upham, Hatch or Las Cruces. We can keep dilleing around and freeze ourselves out, or we can get on the stick and the Commission can get behind getting the visitor center here which can also be used for a lot of other tours like cave tours and Turner's tours, all kinds of tours. He said before, this little city has more potential than any other little city he has ever seen and he has gone all over this Country. The City Commission needs to get behind the Spaceport visitor Center and forget about him selling the property and making some money. That is nice for him but the center needs to be very visible to people who go down I-25 every day. So let's get with the program, let's get us a good City Manager, and let's get us some tourism back in.

Ron Fenn addressed the Commission related to:

- 1) Speaking of the Spaceport Visitors Center, 11 months, and we have had 346 visitors, not Mr. Green's 20,000 visitors, not Spaceport America's 200,000 visitors, 346 visitors in 11 months which has earned the Spaceport \$1,010.92. Then the Spaceport has taken public money and given it to the city, to the tune of \$3,300.00 supposedly for utilities which the city fraudulently records as rent of

public facilities. Fraudulently, the contract says there is \$0 rent and only \$300.00 contribution towards utilities. What happens is that money does not go into the utility fund to help pay our utilities. It goes directly into the General Fund for whatever nonsense the city spends it on. In the meantime, the citizens have lost weeks, well actually probably months of recreation due to the city's renting out at \$0 rent, the Civic Center. What is wrong with this picture? The Poorest community in New Mexico is giving itself away for free because we have no self-respect. This community is a joke. You people are supposedly in charge and yet you treat this city as though... we'll give anybody anything, just come here and spend your money because we get \$.02 for every \$1.00 that you spend. The money that we have given away on our Senior Recreation Center, \$20,000, will require \$1,000,000 in taxable spending by the people who come here for Space Port America. That amounts to almost \$3,000 per person for that \$346 people. Do you honestly believe that we are getting any kind of return for this ludicrous Space Port business? It's not there. Wake up before we are dead broke and out of business.

Les Dufor addressed the Commission related to:

- 1) Unfortunately he had another member on the Golf Course Board who had to resign due to medical reasons. He has an application from Kay Thompson who owns When Pigs Fly, and he is very excited. Hopefully the Commissioners will approve her to the board. She has a business background that we haven't had in quite a while. And he thinks it's time that they get a little more business orientated with the Golf Course. So he is hoping that her addition will help them provide some valuable information to the Commission.

D. RESPONSE TO PUBLIC COMMENTS

Interim City Manager Cantin addressed Mr. Dufor's Comments regarding the vacancy on the Golf Course Board and informed Mr. Dufor that we will advertise for the position on the Golf Course Board and bring it back to the Commission.

Mayor Green addressed Mr. Ashbaugh's comment about Fire Chief Tooley "cares" because he was "born" here. He's quite sure Mr. Tooley cares, but he rejects the fact that you have to be born and raised here to care. He thinks it's a slap in the face for all those people who have chosen not been forced to, but chose to move to our community. They chose to move to Truth or Consequences, they chose to stay in truth or Consequences. Because you were born here does not make your personage any more valuable, or less valuable than those who made a decision on our own. It wasn't our parent's decision, and you have bragging rights because you were born here. You had nothing to do with that decision. It was your mom and dad's decision. So he doesn't think that you have to be born here to be able to fall in love with this community and give it your all, and try and make it better.

E. PRESENTATIONS:

1. Presentation of a Proclamation for Small Business Saturday on Saturday November 24, 2018.

Steve Green, Mayor. Mayor Green presented the Saturday November 24, 2018 Small Business Saturday Proclamation.

2. Presentation: POMS and Associates Presentation on Services for City:

Carlos Trujillo, POMS and Associates president, reviewed the various trainings POMS and Associates offer and noted that a big portion of what they do is Risk Management. There is no cost to the Municipality for POMS and Associates to work with the City. They have started a Supervisory Training Program and this started back in 2016 when he met with the City of Roswell. The trainings that are offered by the NMSIF does not always fit each employee. Right now there are many employees who receive training that doesn't pertain to them, just so they can get the training that is required by the NMSIF. It is very important to them that they provide targeted training for the job description of the employees that are out there working every day.

Commissioner Hechler stated, as a former state employee he is very familiar with the program, as well as the concept of having an aggressive safety officer that goes actually goes out and does things and that can really make a difference in the type of premiums that we pay and we have to have our employee buy in. So he looks forward to seeing how this shapes up and he will be interested in the process.

Interim City Manager Cantin asked that they explain how the program is paid.

Carlos Trujillo, POMS and Associates president explained that the broker fee is already built into the premiums that you are currently paying.

Finance Director Torres stated in 2016 or 2017 our staff attended a Municipality where POMS and Associates were invited and at that time, they discovered that they as a municipality were paying this broker fee which is about \$25,000 and they have been paying it for years. So when they looked into it they found out the Grindell & Romero were our brokers, and when we gave them a call, they didn't even know who we were. As a Municipality, one of the things that brightened our eyes in administration is... here we have an additional resource for Risk Management, and Human Resources so that is an awesome thing for us in administration. They do have the New Mexico Self Insures and the safety program however, they are so stretched out at times that they can't customize certain things. POMS and Associates have sat down with us several times and asked us what are needs are as well as our liabilities. So with POMS we will be able to customize these trainings just for our Municipality to be able to be proactive and try to get ahead of this stuff.

Commissioner Hechler stated that our City Manager has the authority to make these classes mandatory for our staff, and she should convey that authority to our safety officer so that our safety officer has the authority to call these people to these classes and make sure it's a mandatory meeting.

F. CONSENT CALENDAR

- 1. City Commission Regular Minutes, August 22, 2018**
- 2. City Commission Regular Minutes, September 12, 2018**
- 3. City Commission Regular Minutes, September 26, 2018**
- 4. Accounts Payable, October 2018**
- 5. 1st Quarter Reports for Lodger's Tax Grant recipients**
- 6. 1st Quarter Reports for Subrecipient Grants**
- 7. Appointment of Lori Montgomery to the Sierra Vista Hospital Governing Board**

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

Commissioner Clark thanked Interim City Manager Cantin to step up to serve on the SVHGB.

Mayor Green thanked Ms. Montgomery for applying to serve on the SVHGB. As shown by her application she is highly qualified.

Motion carried unanimously.

- 1. Discussion/Action: Resolution No. 20 18/19 for the Second Amendment and Restatement of the Joint Powers Agreement between Sierra County, T or C, Williamsburg and Elephant Butte (JPA No. 97-059) related to the Sierra Vista Hospital. Renee Cantin, Interim City Manager:**

Interim City Manager Cantin reviewed Resolution No. 20 18/19 for the Second Amendment and Restatement of the Joint Powers Agreement between Sierra County, T or C, Williamsburg and Elephant Butte (JPA No. 97-059) related to the Sierra Vista Hospital with the Commission.

Commissioner Clark moved to approve Resolution No. 20 18/19 for the Second Amendment and Restatement of the Joint Powers Agreement between Sierra County, T or C, Williamsburg and Elephant Butte (JPA No. 97-059) related to the Sierra Vista Hospital.

Mayor Pro-Tem Whitehead seconded the motion. Roll call vote was taken by the Clerk.

Motion carried unanimously.

2. Discussion/Action: Tri-State/Sierra Electric Cooperative New Rate Schedule. Renee Cantin, Interim City Manager & Bo Easley, Electric Division Director:

Commissioner Clark explained that if it weren't for Denise Barrera from Sierra Electric Coop. fighting for us to get something different, we would be looking at a 21% increase. What we were able to be given was a set figure of numbers through 2027. The numbers go up a little bit, but not much. They start at 7999% and go up to 8.3% 10 years from now. Tristate wanted to extend this agreement with us for 5 extra years past that point and it was open ended. Fortunately, Ms. Barrera was able to make an agreement with Tristate for those extra 5 years if we extend this contract. In order to get these good rates, she would extend in her contract with us and we would be at a Grade A electric rate, which is basically the rate plus an add on of .003% that Sierra Electric Cooperative passes on to us. Her understanding that Steve House (*who is the consultant to the Electric Department*) looked at the original contract with Sierra Electric Coop., and we are basically bound by this. We looked at different WAPA Power, and other options on the table between the several of us, but we feel that this is the best agreement because 21% is not a good idea for us because then we would have to be passing an awful lot of that onto our people. There is a little bit of an increase in the electric cost we have budgeted into the line item and there is a possibility that we can absorb a part of that because it is already in our budget. We haven't yet sat down to actually pencil it through. One other thing is that we have not raised our utility rates to our customers for over a decade, so that is something that may come up, but that would be a small increment if we had to make that consideration.

**Commissioner Clark moved to approve Resolution #20 18/19 for the Tri-State/Sierra Electric Cooperative New Rate Schedule. Commissioner Hechler seconded the motion. Roll call vote was taken by the Clerk.
Motion carried unanimously.**

E. PUBLIC HEARINGS:

1. Public Hearing: Request for a Plat Amendment at 2205 N Date Street to amend the property line to separate the property between Denny's and Comfort Inn for SRC Property LLC. Traci Burnette, Grants/Projects Coordinator:

Grant/Projects Coordinator Burnette stated that the applicants are wanting to split this property. All required documents have been submitted as required. Their fees have been paid and splitting the lot will not significantly alter any of the impacts on utilities, drainage or traffic. A Public Hearing Notice was posted on October 31st, certified mailings were sent out to the adjacent property owners. The provisions for the summary

plot amendment from our municipal code has been provided. Both lots have unobstructed legal access to existing city water and waste water lines. Both Comfort Inn and Denny's have their own water meters, electric meters and their own wastewater drainage.

Commissioner Clark stated that Mr. Easley mentioned that there is one transformer that is feeding both of those buildings and that they would have to be split and there would have to be another transformer put in?

Grant/Projects Coordinator Burnette stated that she reached out to him last week and he said that everything was good.

Mayor Green closed the public hearing.

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:

Grant/Projects Coordinator Burnette stated before you is the Special Use Permit for mounting the Verizon antennas on the painted water tank. Ms. McKenzie was here at our last meeting and did a presentation so this is the Public Hearing portion of it. They have been presenting to us at previous Commission Meetings and she thinks that everyone here is very familiar since we did the big presentation at the last meeting.

Acting City Clerk Torres swore in Amy McKenzie and Paul Tooley.

Proponent:

Amy McKenzie noted, since their last meeting, nothing has changed with their proposal. They are still planning on mounting onto the water tank and having our ground space at the bottom. This will provide the coverage and capacity in the City of Truth or Consequences that is currently lacking. Right now the only coverage that we have in Truth or Consequences is off of the highway and that is the middle green symbol. They are here to provide that coverage and capacity. They submitted their application and gave a presentation last month at the request of the City Commission they went back to Gravity Pad who also gave a presentation and as you recall, they were pitching for At&t to also co-locate on the water tank. We did a communication with them and we've been speaking with them for a couple of weeks now. She does have a commitment letter from them that essentially agrees to everything that we had agreed to with the city as far as placement with of Verizon's antennas, placement of equipment, and all of the technology that Verizon would need, and they are including in their special use permit. They would honor that assuming that the City of Truth or Consequences decided to go into a management agreement with Tor C. Assuming that their SUP is approved, and they do go into leasing for the water tank, they are prepared to do that with the city or with a management company, should the city decide to entertain that with Gravity Pad.

City Attorney Rubin asked Ms. McKenzie if she is willing to adopt the comments that were made in last month's presentation for her sworn testimony today.

Amy McKenzie responded, absolutely.

Opponent:

Fire Chief Tooley stated he is not a total opponent of this. He just has some concerns as Fire Chief and as the Emergency Service Administrator for the County, as well as sitting on the SCRDA Board. He has some issues because everything that is up there right now is all public safety. So what he would like to see is a modulation study done by these companies so that they can be approved by our companies on the communication side and make sure they don't interfere with what we are currently doing up there. He wants to make sure that they have that in writing that they will not interfere with what we currently do up there. One way to look at this is to imagine going into a concert and you have the stage down there, and there is nobody in the building. It is easy for me to talk to somebody on the stage but when that room gets filled up with people it's harder for him to get to the stage to talk. That is kind of how you can think of how the noise level would be added to up there on tank hill. Those are just some concerns he has to make sure they do not interfere with our public safety. Everything we have from Fire, Police, S.O., and State Police is on top of there. He does know that there are two temporary antennas on there and one of them receives transmits for the Police Department and the other one is on the County tower after theirs blew over. So there are some issues that they are not running at 100% right now as well because of that big wind storm we had and they lost that tower. His concern is that a modulation study is done and our people from SCRDA are both on the same page and know what's going on and they know that adding this up there is not going to interfere with what we currently do.

Fire Chief Tooley asked Ms. McKenzie if those studies have been done.

Amy McKenzie stated that they have not done a modulation study for those specific things, but she does not have a problem going back to Verizon and asking if they would perform that. Verizon works on different frequencies than the emergency management communications. In their lease in all of their dealings, including special use permits, it is Verizon's requirement that they remedy any kind of interference. Interfering with emergency management is not a typical problem that Verizon would have, but if that is a concern she can go to Verizon to see if they can do a modulation study. The only thing they would require is that information of what is on the water tank as far as EMS services goes.

Mayor Green asked if it is the will of the Commission could that study possibly be done as soon as possible because he believes this is due to come back for final approval the first meeting in January.

Amy McKenzie replied possibly. She doesn't know how long that type of study would take. It would certainly be helpful. The sooner she has the information of what she is

studying as far of what kind of communications equipment is on there that would be most helpful. She will endeavor for that, but she just does not know because of holiday schedules and that sort of thing, but that will be her goal to meet before the January meeting.

Mayor Green closed the Public Hearing.

ORDINANCES, RESOLUTION, & ZONING:

- 1. Discussion/Action: Request for a Plat Amendment at 2205 N Date Street to amend the property line to separate the property between Denny's and Comfort Inn for SRC Property LLC. Traci Burnette, Grants/Projects Coordinator:**

Commissioner Clark asked if there is enough distance between the buildings to allow the separation.

Grant/Projects Coordinator Burnette replied yes.

Commissioner Hechler moved to approve the request for a Plat Amendment at 2205 N. Date Street to amend the property line to separate the property between Denny's and Comfort Inn for SRC Property LLC as presented by Grant/Projects Coordinator Burnette. Commissioner Baca seconded the motion. Motion carried unanimously.

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

Finance Director Torres presented the following budget adjustments:

Vet Wall Perp Care– Transfer Out Fund 293 293-5103-49930	\$16,000	Transfer Out – From Ending Cash Balance – Additional Costs to Finish Vet Wall Project – Change order Smithco Addition, Replacement Panel, Metal for Top of Panels
PD GRT– Expense Fund 296 296-2403-80845	\$32,800	Increase Expense - From Ending Cash Balance – Purchase Vehicles Additional Costs
Vet Wall– Expense Fund 303 303-4703-60840	\$16,000	Increase Expense – Additional Costs to Finish Vet Wall Project – Change order Smithco Addition, Replacement Panel, Metal for Top of Panels
Vet Wall – Transfer In Fund 303 303-4703-39935	\$16,000	Increase Transfer In – Additional Costs to Finish Vet Wall Project – Change order Smithco Addition, Replacement Panel, Metal for Top of Panels
Electric – Expense Fund 503 503-3702-48598	\$24,750	Increase Expense- Ending Cash Balance – YESCO for Electric Meter Infrastructure Project

Water – Expense Fund 504 504-3803-48598	\$24,750	Increase Expense- Ending Cash Balance – YESCO for Water Meter Infrastructure Project
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**Mayor Pro-Tem Whitehead moved to approve Resolution No. 19 18/19 Budget Adjustment presented by Melissa Torres, Finance Director. Commissioner Baca seconded the motion. Roll call vote was taken by the Clerk.
Motion carried unanimously.**

J. REPORTS CITY MANAGER:

Interim City Manager Cantin:

- Mr. Carrasco and John Appel were standing by for the Hospital agreement. She told them that we approved it but she would be contacting them by email to get further information so they will be ready for the hospital resolution item.
- She thanked Tracy Johnson and Traci Burnette, David Johnson and Facilities, Lisa Gabaldon, as well as all of those who were involved for in the Veteran Wall ceremony.
- There was a 19% increase in the ridership for the shuttle this summer. A majority of the riders were from the lake and bringing them down to the city which was a great benefit for us. The DWI Program will be assisting in providing door to door service for New Year's Eve.
- The pool dome started going up yesterday. She thanked our Parks Supervisor OJ Hechler for jumping in while several of our public works employees were on vacation and out sick. She also thanked County Manager Swingle for sending over some county employees to assist us when we didn't have enough muscle.
- She thanked the Commission for including her in the Sierra Electric Coop. conference call.

CITY ATTORNEY:

City Attorney Rubin:

- They have successfully resolved the litigation that they were involved in concerning the property located on the corner of 8th and Kopra which is where they have the children's memorial park.
- He touched briefly on the Commission's concern regarding legal fees stating that he believes in the next couple months his fees will be back to normal. The several litigations he has had in the past few months are what raised his fees.

Mayor Green responded that it has come to light that they are having a lot of budget adjustments that they have to make, because we are either under budgeting for important line items or we are budgeting what we think is sufficient and we are going over. He doesn't know what the new regime is coming in, in January with a new

CITY COMMISSION NOVEMBER 14, 2018 REGULAR MEETING MINUTES

Governor or whether they are going to re-institute the small city assistance program that we lost a half a million dollars from the last 2 years. So he just wanted to bring to the table that these are not good times for us financially. It was nothing against the work you do for the city.

CITY COMMISSION:

Mayor Pro-Tem Whitehead:

- Mayor Pro-Tem Whitehead had no reports.

Commissioner Hechler:

- Commissioner Hechler had no reports.

Commissioner Clark:

- Noted that she feels partially responsible for some of the legal fees because there has been several times she has called legal for advice that has to do with city business. Without their help she does not believe she would have been able to help this Commission and help this city.

Commissioner Baca:

- Commissioner Baca had no reports.

Mayor Green:

- Yesterday he was up at the Collection Center doing some recycling, and he dumped some metal on the collection floor (an item they don't charge for). The car in front of him had just left, and a new gentleman who is replacing Ryan on the floor was picking through the garbage and taking out all of these cookie metal cans that you get for Christmas as well as other pieces of metal and aluminum and he was throwing them off to the side. I told him thank you for doing that, and he said that he doesn't understand why citizens don't understand that this is money that they are throwing away. Money that the city gets for selling metal. To him, when Commissioners are working very hard to make Tor C the best it can be, and to have people just not respect their own community and not want to do what's best. We are going into Christmas right now and he can guarantee that we will be throwing away tons and tons of cardboard that come in Christmas gifts because people will not take the time to recycle.

K. EXECUTIVE SESSION:

1. 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 10:46 a.m. to discuss Limited Personnel Matters (City Manager Recruitment) Pursuant to 10-15-1(H.2).

CITY COMMISSION NOVEMBER 14, 2018 REGULAR MEETING MINUTES

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

Mayor Green reconvened the meeting in open session at 12:22 p.m.

Mayor Pro-Tem Whitehead certified that only matters pertaining to Limited Personnel Matters (City Manager Recruitment) *Pursuant to 10-15-1(H.2)* 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 Pro-Tem Whitehead moved to adjourn at 12:25 p.m.
Commissioner Hechler seconded the motion. Motion carried unanimously.

Passed and Approved this ____ day of _____, 2019.

Sandra Whitehead, Mayor Pro-Tem

ATTEST:

Renee Cantin, CMC, City Clerk

E.3



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

ITEM:

Approve the minutes of the City Commission Regular Meeting for December 12, 2018.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

SUPPORT INFORMATION:

December 12, 2018 Minutes.

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, DECEMBER 12, 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, City Manager
Angela A. Torres, Acting City Clerk-Treasurer

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

Commissioner Hechler moved to approve the agenda as presented.
Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

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

CITY COMMISSION DECEMBER 12, 2018 REGULAR MEETING MINUTES

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.

Mayor Pro-Tem Whitehead read a letter from Harv Klienstiver related to:

- 1) He was at the City Commission Tree lighting ceremony and would like to express how nice it was. A very large crowd of citizens showed up. When the lighting was turned on they were amazed at how great they looked. A lot of hard work was done by the City Parks personnel, Electric and Facilities. They not only did the street lighting but all of the other lighting which in all, makes our city show the Christmas spirit. A big thank you to the City Parks, Electric and Facilities Personnel as well as all of the city staff.

George Szigeti addressed the Commission related to:

- 1) He is speaking as the Chairman of the Public Utility Advisory Board. He wanted re-iterate personally to the Commission their findings and opinions after discussion of the AMI and AMR system. It is their combined opinion that we really need to go with the AMI System as opposed to an AMR. All the AMR System essentially does is replace the need for a meter reader to collect the data, but that just gives us data for one point in time during the month. An Ami system actually continues to feed data back to the Electric Department 24 hours a day, 7 days a week and allows them to actively manage the electric system. It reports power outages almost immediately to the Electric Department. They know which meters and where are not receiving electricity. Without the customers having to call in to report the outages. There are many advantages such as that to the AMI System. When we first discussed it we wanted to make sure if they decided to go with an AMR System because of the reduced cost then that system could be upgraded to an AMI in the future. In fact, the systems discussed can be upgraded. However, the resulting system is not compatible with the AMI System that is available for the water meters. So if we go to AMR and upgrade it to AMI, and then decide to do the water meters, we would have to have a totally different AMI System for the water which results in duplication. So we want to go directly with an AMI System that is compatible with that available for water meters so that we can bring our entire system together under one program.

Ron Fenn addressed the Commission related to:

- 1) All of this wonderful data that is going to be produced by these AMI Systems according to Mr. Szigeti, to his knowledge there is no one in this city who has ever paid any attention to data. This is not a technological city. This is a small city and we don't have the kind of people who react to data. He is looking at the city's budget and the city's budget tells him that 10.5 million dollars comes out of the Joint Utility Fund. That's have of the revenue of the city and yet this city is concentrating on asking for more tourism. Tourists don't pay utilities, people pay utilities, residents pay utilities and in the meantime that's all we're concentrating on. This vague amount of money that is supposedly coming in from tourism and

yet she has never seen a budget figure or a budget estimate that is based on tourism because we don't collect data on tourism. But tourism produces \$.02 per \$1.00 to the city. Whereas the utilities it's a \$1.00 for \$1.00. Where are we going? You tell me.

Klaus Wittern addressed the Commission related to:

- 1) He wants you to know that he 75% agrees with George on the electric side. He doesn't agree that the system he is talking about that can be compatible, won't be compatible. The AMI water system that is available is not compatible with the electric side. But you can combine the two outputs from both systems, and integrate them at the highest level of the utility billing side. You can combine them there and you should. I am recommending to you that you commit yourself to AMI on both sides today if that is what you want to do. Go out for bid, because the revenues are in the system we know how much revenue can be saved on the AMR/AMI on the water side. He will give you a figure right now. Both sides can be purchased for approximately 2.2 to 2.4 million dollars, and you can pay off the electric side in 7 years and you will probably have to pay off the water side in 10 years. That gives you 10 years at a minimum of use of the meters on the water side because they will be accurate. It has been proven. It will cost you somewhere between \$300,000 and \$345,000 a year.

Linda DeMarino addressed the Commission related to:

- 1) She thanked everyone at the city who helped out with Old Fashioned Christmas. They couldn't have done it without all of the people who helped get the parks ready and the Police Department who helped with Street closures and everybody else who did everything. She wants to thank you so much for that.
- 2) We got the Great Blocks on Main Street Grant and pretty soon we will be starting some public input sessions to talk about that little stretch of Foch Street that goes between Main and Broadway and that will be open to the public. So if anyone who is hearing this is interested then you may want to take a little walk down there and figure out what some of your ideas might be because we will be gathering ideas for that section.
- 3) Mainstreet T or C will be having a fundraiser on New Year's Eve at the Brewery. It is a New Year's Eve Party with 24/7 playing and it is sure to be a good time.

D. RESPONSE TO PUBLIC COMMENTS:

Interim City Manager Cantin addressed Linda De Marino's comment and stated that Sierra County DUI Program will be running the shuttle on New Year's Eve as well and they are offering door to door service. The fliers will be going out and they will be posted on the County website, Mainstreet, and we'll link it on our city page.

Mayor Green addressed Mr. Fenn's remarks regarding "tourists don't pay utilities" Mr. Fenn was taking about all of the utilities that generate and yes we are appreciative of that but if you didn't have tourists then you wouldn't have lights on in motels, and spas. If those rooms were not rented, there would be no garbage that would be generated. If

there were no rooms rented, there would be no water use and no toilets would be flushed. So certainly do the citizens of T or C generate a lion share of the revenue that is generated from our utilities yes, but to make a statement that tourists don't help contribute to the economic vitality of our community, I believe is making up facts that don't exist.

PRESENTATIONS:

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.

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

F. PUBLIC HEARINGS:

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

Acting City Clerk Torres swore in Sean Milks and George Szigeti.

Proponents:

Sean Milks presented the Request for a Special Use Permit for mounting Verizon antennas on the painted water tank at the end of West 2nd Street by noting that they are a local New Mexico company that builds and manages several sites all over the state. The proposal is to manage the water tank. They have come to a business agreement with Verizon who also wants to come on the tank. They have also come to an agreement with AT&T mobility to co-locate on the tank as well. They have a lease before the board that they won't necessarily go into at this time but they will work over the next several weeks to go through the legalities of it as well as the business terms of that lease. Essentially, the goal is to bring a lump sum of revenue to the city immediately and then as moving forward, a percentage of each carrier including Verizon, At&t and he would be marketing it to the other carriers, T-Mobile and Sprint as

well. To generate revenue for the city on a monthly basis as well as providing desperately needed coverage in the downtown area. They will be managing the water tank in the downtown area. They will be managing the water tank so the antennas will not be affecting the existing tower that the city owns. They are going to have a 3rd party modulation study to prove that the antennas that are proposed will not affect in any way shape or form, the existing or future antennas that the city will be placing on the cell support tower that's in front of it. Managing the site to insure that all the permits, environmental, FAA and FCC documentation is clear and up to date as well as correct. They will also make sure that the future tenants paint to match the antennas so they blend in with the water tank as best as possible.

Mayor Green asked if his agreement with Verizon and AT&T is verbal or contractual.

Sean Milks responded that they have a verbal agreement with Verizon. Once Gravity Pad and they city hopefully come to an agreement and sign the document then legally they will enter into a contractual agreement with Verizon as well as AT&T.

Commissioner Hechler asked that Mr. Milks get Fire Chief Tooley's approval for and signature to sign it off. Once they get a go ahead from him...that will help them make their decision here as well. Once or if you get the approval, how long is it before everything gets installed?

Sean Milks stated, typically if they get approval from the governing body, the leases will be signed which should take roughly 4-6 weeks. Concurrently, they will be filing building permits with the City and the State CID for the electrical permits. The hope is that once they get an approval from the governing body, materials will start to be ordered and they will be looking into ordering power and things like that. Depending on that, typically it takes about 3 months.

George Szigeti stated he is here as a representative of many business owners downtown. Every one of them have said that we desperately need cell service downtown. He thinks this is a good way to do it and hopefully this will contribute to preservation of our scenic water tank as well. That is a good use for some of the funds being generated by this lease. We are a tourist destination and the biggest short coming that this town currently has is the lack of cell service downtown and if we can remedy that it is going to help all of our businesses and make things much better. It will help him personally because he doesn't get a signal downtown either. So with that being said he really hopes we go with this and fix this one short coming in our beautiful town.

Mayor Green closed the Public Hearing.

G. ORDINANCES, RESOLUTION, & ZONING:

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

CITY COMMISSION DECEMBER 12, 2018 REGULAR MEETING MINUTES

Interim City Manager Cantin reviewed the budget adjustments as follows:

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

Mayor Pro-Tem Whitehead moved to approve Resolution No. 21 18/19 Budget Adjustment presented by Interim City Manager Cantin. Commissioner Baca seconded the motion. Roll call vote was taken by the Clerk. Motion carried unanimously.

H. NEW BUSINESS:

1. Discussion/Action: Approval of contract for new City Manager. Renee Cantin, Acting City Manager:

Commissioner Hechler noted that the Commission has made a tentative selection for their new City Manager. They have not negotiated to its completion a contract. There are a couple of things up in the air, but it is a very good contract on behalf of the city. He doesn't know how much they can disclose at this time without actually offering that negotiation to the selected candidate.

Commissioner Clark she personally does not believe that it is discussable until it's actually gone through the process.

City Attorney agreed since there is no signed agreement in place and we are basically still under negotiation.

PRESENTATION:

Captain Mike Apodaca presented ACO Dee Brown with an award of retirement as well as a certificate of appreciation.

NEW BUSINESS continued...

2. Discussion/Action: Final approval of the WAPA Contract. Bo Easley, Electric Division Director:

Electric Department Director Easley presented the WAPA Contract. They did a comparison from the old contract to the new contract. It shows the minor changes that were made. The new contract was cleaned up and the definitions were explained more clearly. The power sale raise will remain the same at 0.029 per kilowatt. City Attorney Rubin and Appel both have looked at this contract and approved the changes.

Commissioner Clark moved to approve the Final approval of the WAPA Contract as presented by Electric Department Director Easley.

Mayor Pro-Tem Whitehead seconded the motion.

Motion carried unanimously.

3. Discussion/Action: Approval to move forward with the AMR or AMI project. Bo Easley, Electric Division Director:

Electric Department Director Easley reviewed the AMR/AMI Project Presentation by explaining that meter readers average 200 meters read a day to stay ahead of the billing cycle. Holiday seasons require more meters read a day to stay on schedule. It's extra work if a meter reader is on vacation or is sick. Meter readers average 6 walking miles a day and 108 miles a month walked by each meter reader. Meter readers are exposed to injuries while reading meters. The benefits of an automatic meter reading system is the ability to read meters in a shorter time period and they are not exposed to as many hazards. There will also be less walking for meter readers and allows meter readers to assist line crew on projects. Accurate readings is also another benefit and there will no longer be a need to go into customer's yards or homes to read the meters. It gives the customers more privacy also. The meter reading system is an efficient system if they go with AMI or AMR inside the office and in the field. They'll only have one meter reader technician who reads water and electric meters and will handle work orders along with other duties. They will be able to read all meters in the city within a reasonable time. A drive-by system can read electric meters while the technician is reading water meters. He has required some AMI estimates. Recourse Wise has given them an estimate and he has also received an estimate from EITEN. They also received an AMI estimate from L & G which is not too much from an AMR estimate but it does not include installing the meters. You've heard everyone talk about the AMI and how much better the AMI is. Raton just did an RFP to go with the AMI and Sierra Electric Cooperative is in the process of writing up their RFP to go with AMI as well. He has heard rumors that the AMR is an old system. It's 12-15 years old and everyone is getting rid of it, but he also heard stories that it is still a good program. He is wanting the direction of the Commission to see which system they feel is best.

Commissioner Clark stated that she understands that the AMR is something that came out in the 80's and the AMI is more of the 2000's so it's like 20 years more up to date than the AMR system. She doesn't see any reason to go back to the 80's necessarily

because we are not in that decade any longer. So the AMR is the \$657,000 and they install and we install the AMI system. So this is going to take a little more money than what we actually have up here that we can see because we are going to be putting our labor into it. She had another concern that they talked about this with the water meters and that was this constant pulsing. Is the AMI a constant pulse that goes out every couple of seconds so you can read it when you go by or is it just something that you're going to pick up on a monthly basis? That was a concern for a lot of the citizens when we were talking about the water meters.

Electric Department Director Easley responded that can't answer that because he is strictly on the Electric right now.

Commissioner Clark stated that she also had a concern about having an electric meter go out on one of her buildings that she just re-wired. She had to re-wire for a new meter because the meter that was on her building, the wiring was not sufficient for the meters that were available at the time.

Electric Department Director Easley stated that this will take care a lot of those problems.

Aaron from Resource Wise responded to Commissioner Clark's concern regarding the continuous pulse by saying on the water side, the water meter does send out a pulse to the iTron antenna and then from there it would send out to the electric meter and then from the electric meter to the mobile reader or the collector for AMI. The frequency that is put out is a very low frequency. There is more radio frequency from you cell phone than you will ever be exposed to with an AMI or AMR system.

Commissioner Clark asked how long it would take to change out the system in-house.

Electric Department Director Easley responded that it would take about a year to a year and a half with keeping up with their regular duties and it would take approximately 4-5 months if we put it out for RFP.

Commissioner Hechler moved that they move ahead with Mr. Easley and his department to get the required quotes for the AMI System to present back to our Commission and to break out in sufficient detail the cost of the system and the cost of installation so that we can make some comparisons and bring that back for our review. And we have a guarantee that the system will be compatible with all of the buildings in the city. Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

4. Discussion/Action: Walmart Community Grant Program. Traci Burnette, Grants Project Coordinator:

Grant/Projects Coordinator Burnette Walmart stated that Walmart has a funding opportunity through their Walmart Community Grant Program that is offering 100%

grant funds specifically within their public safety section. The 2018 grant application deadline is December 31st. The awarded grants range from \$250 to \$5,000. The Police Department would like to apply for the \$5,000 grant for the purchase of radar detectors and a couple of computers within their department. If awarded, they would be notified with any decision via email, sometime after January 4th. If they are awarded they will receive a check in the mail. The only responsibility from the Police Department and the city would be to contact the local Walmart Facility and schedule some sort of recognition and a thank you. Part of a requirement for this grant is a letter and we are requesting that the Commission sign the letter and approve us to submit the application.

Commissioner Clark moved to approve the Walmart Community Grant Program as presented by Grant/Projects Coordinator Burnette. Commissioner Hechler seconded the motion.

Motion carried unanimously.

5. Discussion/Action: Topographic Survey Request for Foch Street Great Blocks Project on MainStreet. Mayor Green:

Mayor Green received an email from William Powell who is a contractor to the MainStreet program under Economic Development of the State of New Mexico. This was brought to us once before that they wanted city buy in for this project. And we voted \$20,000 for the project and we thought that was kind of the end of it or beginning of it and this email talks about topographic survey that they are now requesting. We called Mr. Powell yesterday and asked him if we could use a portion of the \$20,000 that we have already been committed to, to use for the expense and the cost of this survey and as of this morning Mr. Powell has not gotten back to us. So frankly, he cannot tell you whether this is an additional request for additional money or if we can take \$5,000 to \$10,000 out of the already appropriated \$20,000 and ear mark that for the topo survey.

Mayor Green asked that this item be added to the 1st meeting in January so we will have additional information on this project.

Commissioner Hechler stated that we could make a motion that if the money was available that they would approve it and if it is not then it needs to come back before the Commission.

Interim City Manager Cantin stated that she discussed with the Finance Director and Finance, and they reviewed that the portion of money Kerin was telling her about is already dedicated for this. So I think it is already in there but we did identify being that it has to do with the streets and such we identified another pool of money that we can use.

Linda DeMarino stated that it is her understanding from when applying for this is that the \$20,000 is to be used for things like this. One of the things the letter that was said was "oh, we thought you had this already" so she's a little confused and she's sent off a text, but she would think that it is probably going to come out of the \$20,000.

Commissioner Hechler moved to approve Topographic Survey Request for the Foch Street Great Blocks Project on Main Street as presented, and that they use the \$20,000 funding that was pledged to the MainStreet Project to pay for this survey if it's available. If it's not available, then he asks that it come back before the Commission for further discussion and action. Commissioner Clark seconded the motion.

Motion carried unanimously.

6. Discussion: Elected Officials Salaries. Commissioner Clark:

Commissioner Clark asked that this item be added to next week's special meeting.

No action was taken on this item.

I. REPORTS:

CITY MANAGER REPORTS:

Interim City Manager Cantin reported the following:

- The Airport well test results came out fairly well. They had a question on total dissolve solids. They are looking into that and they have been directed to test the well for E.-coli. The quotes are obtained and Traci is assisting us with the PO for that and Sal will be doing the sample and sending it out for testing. We will need to come up with a plan for compliance which will also include monthly testing. That is the main issue for our compliance for over there.
- She met with the Chief on his Police Department assessment which is very impressive and she'll send her recommendations for the Commission to review and take a look at prior to the final authorization and we will probably have the chief make a little report.
- Since we have vacancies in both the supervisor and director positions in the Water/Wastewater Department. She has been meeting with them each morning to keep the communication open and make sure that very important services continue and they don't feel like they don't have any leadership or direction and give them what they need to do their jobs. She wants to give a special thanks to Jeff Dornbusch from the PUAB for his assistance in sharing his extensive experience and knowledge in both water and wastewater. Commissioner Hechler, herself and Commissioner Clark are searching for a qualified candidate to bring in.
- Business registration renewals went out on December 5th.
- Special Election voter registration closes next Tuesday. Ballots will be sent out next Wednesday to all the voters who are registered in the Truth or Consequences City limits by the Tuesday date. You can return them by mail or in person to the City Clerk's Office, not the County Clerk's Office. There is no Early voting or Absentee voting since every registered voter will be mailed a ballot and

CITY COMMISSION DECEMBER 12, 2018 REGULAR MEETING MINUTES

they have to be returned to the Clerk's Office by mail or in person by January 15th up to 7:00 p.m. and we will wait for the final details.

- Impact Fee Study Public Hearing is scheduled for the 2nd meeting in January.
- She thanked the city staff for all their hard work and wished everyone a Merry Christmas.

CITY ATTORNEY REPORTS:

City Attorney Rubin had no report.

CITY COMMISSION REPORTS:

Mayor Pro-Tem Whitehead reported the following:

- Thanked everyone for all of their help. We had a great 2018 and she looks forward to a great 2019.

Commissioner Hechler reported the following:

- Requested that the Golf Course be placed on the Special Meeting agenda. He would also like Terry Taylor to attend the meeting.
- He also thanked Jeff Dornbusch for helping the city these past few weeks.
- He also thanked Commissioner Clark for her dedication and efforts.

Commissioner Clark reported the following:

- She also thanked Commissioner Hechler for his dedication and efforts and she also thanked Jeff Dornbusch for all of his help.

Commissioner Baca reported the following:

- He wished everyone a Merry Christmas and a Happy New Year.

Mayor Green reported the following:

- He wished everyone a happy holiday, and the best in New Years.
- He has been told on more than one occasion by a lot of well-meaning folks, Commissioners included, that if he writes down his thoughts, rather than speaking extemporaneously, he could, and would, be a lot quicker in his messaging. Today he will follow that advice. He has always lived his life demanding that he give 110% of himself to any job or activity he tackles. And when he can no longer do that, and it would reflect poorly on himself, his wife Paula, the Commission, the staff, and the citizens of Truth or Consequences, then it is time to step down and let someone else be part of the relay team and carry the torch. Therefore, effective 12:01 a.m. on January 1, 2019, he will resign his appointment of Mayor and his Elected Office of City Commissioner. Just last week he came across the following in a magazine. Meister Eckhart, a German Theologian said "If the only prayer you said in your whole life was thank you that would suffice." He thanked Paula who has always stood by him, especially these past 10 years and 10 months of elected life. He knows it was not the retirement years she had envisioned, but none the less, she was there for him as an

advisor, a cheerleader, a voice of reason, and put the welfare of the city and my contributions as part of a team, foremost. Hopefully he will be granted the years to show her his appreciation and gratitude.

K. EXECUTIVE SESSION:

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

Mayor Pro-Tem Whitehead moved to approve going into executive session at 10:51 a.m. to discuss Purchase, Acquisition or Disposal of Real Property (450 W. Riverside) 10-15-1H (8). Commissioner Hechler seconded the motion. Roll call vote was taken by the Clerk. Motion carried unanimously.

Mayor Green reconvened the meeting in open session at 11:21 p.m.

Mayor Pro-Tem Whitehead certified that only matters pertaining to Purchase, Acquisition or Disposal of Real Property (450 W. Riverside) 10-15-1H (8) was discussed in Executive Session and no action was taken.

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

Commissioner Hechler made a motion for staff to do additional research on this item and bring it back to the Commission. Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

The Commission agreed to have the Special Meeting on Wednesday, December 19, 2018 at 3:00 p.m.

M. ADJOURNMENT

Commissioner Clark moved to adjourn at 11:23 a.m. Commissioner Hechler seconded the motion. Motion carried unanimously.

Passed and Approved this ____ day of _____, 2019.

Sandra Whitehead, Mayor Pro-Tem

ATTEST:

Renee Cantin, CMC, Acting City Clerk

E.4



CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

ACCOUNTS PAYABLE – DECEMBER 2018

BACKGROUND:

[Click here to enter text.](#)

STAFF RECOMMENDATION:

SUPPORT INFORMATION:

Accounts Payable List for December 2018



Truth or Consequences

EOM AP Report

By Fund

Payment Dates 12/01/2018 - 12/31/2018

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					
BANK OF AMERICA	056640	12/04/2018	Extra long tablecloth, 100' Roll	101-1014-44607	36.63
BANK OF AMERICA	056640	12/04/2018	Extra long tablecloth, 250' Roll	101-1014-44607	65.08
NMSU CHILDREN'S LAW INSTIT...	111418	12/04/2018	Registration Fee/Beatrice Sand...	101-1002-42720	100.00
BEATRICE SANDERS	113018	12/04/2018	MILEAGE DUE/ALBUQUERQUE	101-1002-42305	26.22
BEATRICE SANDERS	113018	12/04/2018	PER DIEM DUE/ALBUQUERQUE	101-1002-42310	19.40
NM DEPT. OF PUBLIC SAFETY T...	113018	12/04/2018	Background checks	101-1008-43770	15.00
NM BOARD OF VETERINARY M...	113018	12/04/2018	Licensure application	101-1008-43770	100.00
NM MUNICIPAL LEAGUE	13747/13763	12/04/2018	2018 LGD BUDGET CONFERENC...	101-1004-42720	150.00
NM MUNICIPAL LEAGUE	13747/13763	12/04/2018	2018 LGD BUDGET CONFERENC...	101-1004-42720	150.00
NATIONAL SEMINARS TRAINING	2215259	12/04/2018	NEXT STEP - SP1 VOLUME 1 BO...	101-1009-42720	168.15
UBIQUUS REPORTING, INC	367723/368603	12/04/2018	TRANSCRIPTION OF CITY COMM...	101-1001-48598	2,014.50
BANK OF AMERICA	6415242	12/04/2018	Heavy duty shelving	101-1007-44606	699.92
BANK OF AMERICA	702530	12/04/2018	Frigidaire portable a/c unit	101-1014-43403	432.16
LYNN'S LANDSCAPE	7196	12/04/2018	PAINT DUGOUT AT FELT'S FIELD	101-1009-48599	434.00
SIERRA AUTO/CARQUEST	ID-238248	12/04/2018	Rear view mirror/G-53767	101-1009-47420	4.20
SIERRA AUTO/CARQUEST	ID-238454	12/04/2018	BLASTER PENETRATING CAT	101-1009-44607	7.84
SIERRA AUTO/CARQUEST	ID-238454	12/04/2018	TOOLS/ZIP TIES	101-1009-44607	7.06
SIERRA AUTO/CARQUEST	ID-238454	12/04/2018	CQ HITMP GREASE 14 OZ	101-1009-44607	38.20
SIERRA AUTO/CARQUEST	ID-238454	12/04/2018	27 RATCHET STRAP	101-1009-44607	55.40
SIERRA AUTO/CARQUEST	ID-238454	12/04/2018	ELECTRICAL TAPE 3/4	101-1009-44607	16.70
SIERRA AUTO/CARQUEST	ID-238454	12/04/2018	XBO TIE DOWN STRAP TWO PA...	101-1009-44607	19.99
SIERRA AUTO/CARQUEST	ID-238982	12/04/2018	Backup neutral safety switch/G...	101-1014-47420	41.21
SIERRA AUTO/CARQUEST	ID-239223	12/04/2018	Heater core	101-1014-47420	34.22
SIERRA AUTO/CARQUEST	ID-239435	12/04/2018	Ignition switch	101-1014-47420	126.01
GARY E. GAYLORD, CPA	TORC120118	12/04/2018	PROFESSIONAL SERVICES-CPA F...	101-1004-48596	3,678.96
MANANA	111-18	12/14/2018	Landscaping Services - Open PO...	101-1009-48599	900.00
NEW MEXICO GAS COMPANY, I...	111918	12/14/2018	GAS BILLS/ANIMAL SHELTER	101-1018-43780	107.93
NEW MEXICO GAS COMPANY, I...	111918	12/14/2018	GAS BILLS/NM WORKFORCE C...	101-1018-43780	65.86
NEW MEXICO GAS COMPANY, I...	111918	12/14/2018	GAS BILLS/GENERAL	101-1018-43780	1,057.61
HERALD PUBLISHING CO., INC,	11669	12/14/2018	Veterans Wall Dedication Cere...	101-1010-43740	108.50
HERALD PUBLISHING CO., INC,	11675	12/14/2018	BID NOTICE/WWTP & LIFT STAT...	101-1004-43740	109.02
HERALD PUBLISHING CO., INC,	11677/11678/11683	12/14/2018	PUBLICATIONS-OPEN PO FY 18...	101-1001-43740	242.86
JAY RUBIN ATTORNEY AT LAW	120118	12/14/2018	LEAGAL SERVICES - OPEN PO FY...	101-1000-43597	4,608.39
VERIZON WIRELESS	120418	12/14/2018	CELL PHONE BILLS/OPEN PO FY ...	101-1003-43775	110.62
VERIZON WIRELESS	120418	12/14/2018	CELL PHONE BILLS/OPEN PO FY ...	101-1004-43775	110.62
VERIZON WIRELESS	120418	12/14/2018	CELL PHONE BILLS/OPEN PO FY ...	101-1007-43775	464.10
VERIZON WIRELESS	120418	12/14/2018	CELL PHONE BILLS/OPEN PO FY ...	101-1008-43775	108.73
VERIZON WIRELESS	120418	12/14/2018	CELL PHONE BILLS/OPEN PO FY ...	101-1009-43775	55.32
VERIZON WIRELESS	120418	12/14/2018	CELL PHONE BILLS/OPEN PO FY ...	101-1010-43775	110.64
VERIZON WIRELESS	120418	12/14/2018	CELL PHONE BILLS/OPEN PO FY ...	101-1011-43775	55.32
VERIZON WIRELESS	120418	12/14/2018	CELL PHONE BILLS/OPEN PO FY ...	101-1014-43775	110.64
RENEE L. CANTIN	120718	12/14/2018	PER DIEM DUE/ALBUQUERQUE	101-1003-42310	38.00
MELISSA L. TORRES	120718	12/14/2018	MILEAGE DUE/ALBUQUERQUE	101-1004-42305	26.22
MELISSA L. TORRES	120718	12/14/2018	PER DIEM DUE/ALBUQUERQUE	101-1004-42310	30.00
TRACI L. BURNETTE	120718	12/14/2018	PER DIEM DUE/ALBUQUERQUE	101-1010-42310	38.00
TDS	121018	12/14/2018	INTERNET SERVICE/PD OPEN P...	101-1007-43775	161.66

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ASHLEY LASCH	121018	12/14/2018	REFUND/NON STERIALIZED DEP...	101-1008-45555	25.00
TALON SEPTIC & POTTY SERVICE	121018	12/14/2018	Clean & Service Portables - Ope...	101-1009-47410	800.00
INTERNAL SERVICE FUND	121018	12/14/2018	OIL-MAINT-SAFETY 11/18	101-1009-47420	5.00
INTERNAL SERVICE FUND	121018	12/14/2018	OIL-MAINT-SAFETY 11/18	101-1014-43316	36.75
INTERNAL SERVICE FUND	121018	12/14/2018	OIL-MAINT-SAFETY 11/18	101-1014-47420	1.10
TURTLEBACK PEST CONTROL, I...	121118	12/14/2018	PEST CONTROL SERVICES - OPEN...	101-1014-44607	814.46
STEVEN L. SAGE	12122018	12/14/2018	Services/Public Defender - Open...	101-1002-48599	2,821.00
CITY UTILITIES	121318	12/14/2018	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	2,476.13
SUN VALLEY, INC.	142246/6	12/14/2018	stainless steel bolts 5 Inch X 1/4 ..	101-1014-43403	16.90
SUN VALLEY, INC.	142246/6	12/14/2018	ADA shower head for pool	101-1014-43403	46.98
ALARM CONTROL TECHNOLOGI...	183712/183713	12/14/2018	MONTHLY FIRE ALARM MONIT...	101-1014-47410	26.97
ALARM CONTROL TECHNOLOGI...	183712/183713	12/14/2018	MONTHLY FIRE ALARM MONIT...	101-1014-47410	26.97
NU-WAY LAUNDRY & CLEANERS	31720	12/14/2018	CLEANING OF CITY RUGS	101-1014-44607	155.77
ADVANTAGE LASER PRODUCTS, ..	549101	12/14/2018	CP605-BP CHECK STOCK/BOTT...	101-1004-44606	501.44
WEX BANK	577080	12/14/2018	Unleaded Fuel - Open PO FY 18...	101-1003-43316	47.15
BRADY INDUSTRIES, LLC	5975122	12/14/2018	large black trash liners	101-1014-44607	214.22
BRADY INDUSTRIES, LLC	5975122	12/14/2018	small trash liner black	101-1014-44607	207.00
BRADY INDUSTRIES, LLC	5975122	12/14/2018	center pull paper towels	101-1014-44607	90.00
BRADY INDUSTRIES, LLC	5975122	12/14/2018	Bafex Disinfectant	101-1014-44607	89.77
BRADY INDUSTRIES, LLC	5975122	12/14/2018	swifter starter kit	101-1014-44607	22.46
BRADY INDUSTRIES, LLC	5975122	12/14/2018	swifter re-fills	101-1014-44607	22.44
EWING IRRIGATION	6636745	12/14/2018	BSN VARSITY FOUL POLES 20FT ...	101-1009-44607	1,278.70
FOXWORTH-GALBRAITH	7430650	12/14/2018	29 - 3/4 X 79 METAL SLAB NO P...	101-1009-44607	125.00
FOXWORTH-GALBRAITH	7431117/7431259	12/14/2018	3/8 X 3 1/2 inch strike ancors b...	101-1014-43403	406.20
COPLER LAW FIRM PC	9874/9876/9881/9906	12/14/2018	LEAGAL SERVICES - OPEN PO FY...	101-1000-43597	6,158.49
TDS	OCTOBER-TDS	12/14/2018	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	2,444.01
GARY E. GAYLORD, CPA	TORC120818	12/14/2018	PROFESSIONAL SERVICES-CPA F...	101-1004-48596	1,121.90
XEROX CORP.	095328656	12/21/2018	BASE CHARGE/METER USAGE O...	101-1001-44810	342.50
XEROX CORP.	095328657	12/21/2018	BASE CHARGE/METER USAGE FY...	101-1004-44810	224.36
XEROX CORP.	095328659	12/21/2018	Base Charge - Meter Usage Ope...	101-1007-44810	218.36
XEROX CORP.	095328661	12/21/2018	BASE CHARGE/METER USAGE O...	101-1002-60840	249.33
XEROX CORP.	095328677	12/21/2018	Base Charge/Meter Usage - Op...	101-1003-44810	339.93
KERIN SALCEDO	120718	12/21/2018	PER DIEM DUE/ALBUQUERQUE	101-1004-42310	30.00
QUEST DIAGNOSTICS LAB, INC.	121918	12/21/2018	Sreening & MRO Fee; Library	101-1016-44615	108.80
SIERRA VISTA HOSPITAL	121918	12/21/2018	Collection Fee: Libray	101-1016-44615	50.00
NM MUNICIPAL LEAGUE	13554	12/21/2018	REGISTRATION FEE- RENEE CAN...	101-1001-42720	180.00
QUILL CORPORATION	3272696	12/21/2018	MULTI COLOR LASER TONER CA...	101-1001-44606	236.15
QUILL CORPORATION	3272696	12/21/2018	DURACELL AA BATTERIES	101-1001-44606	10.90
QUILL CORPORATION	3272696	12/21/2018	2019 MONTHLY DESK CALENDAR	101-1001-44606	4.89
QUILL CORPORATION	3272696	12/21/2018	15 COUNT CERTIFICATE PAPER	101-1001-44606	277.53
QUILL CORPORATION	3272696	12/21/2018	ERASABLE WALL CALENDAR	101-1001-44606	70.08
QUILL CORPORATION	3272696	12/21/2018	LASER TONER - BLACK CARTRID...	101-1001-44606	52.29
QUILL CORPORATION	3272696	12/21/2018	QUILL COPY PAPER	101-1001-44606	137.25
SIERRA VETERINARY SERVICES,L...	45115/45455	12/21/2018	Open PO for the animal shelter	101-1008-48599	71.83
B & H OIL CO.	46651	12/21/2018	Unleaded Fuel - Open PO FY 18...	101-1007-43316	2,608.76
B & H OIL CO.	46653	12/21/2018	Unleaded fuel - OPEN PO FY 18...	101-1012-43316	35.86
B & H OIL CO.	46659	12/21/2018	Unleaded Fuel - OPEN PO FY 18...	101-1014-43316	659.93
B & H OIL CO.	46660	12/21/2018	Unleaded Fuel - Open PO FY 18...	101-1009-43316	215.65
B & H OIL CO.	46660	12/21/2018	Diesel Fuel - Open PO FY 18/19	101-1009-43317	120.80
B & H OIL CO.	46661	12/21/2018	Unleaded Fuel - Open PO FY 18...	101-1008-43316	390.75
WARM SPRINGS RENT ALL	48721	12/21/2018	RENT 3" TRASH PUMP FOR ONE...	101-1009-44607	75.95
CHERRILL'S WESTERN	572868	12/21/2018	Steel Toe Boots/John Watts	101-1014-44615	150.00
CHERRILL'S WESTERN	572868	12/21/2018	Steel Toe Boots/Dale Sanders	101-1014-44615	150.00
GARY E. GAYLORD, CPA	TORC121518	12/21/2018	PROFESSIONAL SERVICES-CPA F...	101-1004-48596	2,742.37
Fund 101 - General Total:					46,796.97
Fund: 201 - Corrections					
NM JUDICIAL EDUCATION CENT...	120318	12/04/2018	JUDICIAL EDUCATION FEES	201-1903-44805	81.00
ADMINISTRATIVE OFFICE OF	120318	12/04/2018	DWI LAB FEES/PREVENTION FE...	201-1903-44805	162.00
SIERRA COUNTY TREASURER	12172018	12/21/2018	Prisoner Care Open PO FY 18-19	201-1903-48710	1,995.00
Fund 201 - Corrections Total:					2,238.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 209 - Fire					
NEW MEXICO GAS COMPANY, I...	111918	12/14/2018	GAS BILLS/FIRE STATION	209-1603-43780	191.82
NEW MEXICO GAS COMPANY, I...	111918	12/14/2018	GAS BILLS/FIRE SOUTH STATION	209-1603-43780	129.63
MEGAHERTZ COMPUTER CONS...	11821	12/14/2018	INTERNET SERVICE - OPEN PO F...	209-1603-43770	54.25
CITY UTILITIES	121318	12/14/2018	CITY UTILITIES CYCLE A&B/OPEN..	209-1603-43780	285.44
TESTON'S FREEWAY CHEVRON	26143	12/14/2018	FUEL ALL TRUCKS 11/18	209-1603-43316	70.58
XEROX CORP.	095328665	12/21/2018	BASE CHARGE/METER USAGE FY..	209-1603-43770	304.60
Fund 209 - Fire Total:					1,036.32
Fund: 211 - Law Enforce Prot					
RANDALL ARAGON	121218	12/04/2018	ADVANCED PER DIEM/ALBUQU...	211-2003-42535	213.60
GALLS INC.	011379721	12/14/2018	Classic Police Jacket - Chief Ara...	211-2003-44573	51.64
LAW ENFORCEMENT TECHNOL...	121018	12/14/2018	Registration Fee/Instructor Refr...	211-2003-42535	60.00
LAW ENFORCEMENT TECHNOL...	121018	12/14/2018	Registration Fees/Instructor de...	211-2003-42535	450.00
Fund 211 - Law Enforce Prot Total:					775.24
Fund: 214 - Lodgers Tax					
LINDMARK OUTDOOR MEDIA	10957/10960	12/14/2018	City Advertising- Open PO FY 18...	214-2503-47597	844.84
GERONIMO TRAIL SCENIC BYW...	120818	12/21/2018	Geronimo Trail Grant/Funding -...	214-2503-48815	416.66
GRIFFIN & ASSOCIATES MARKET...	13571	12/21/2018	Advertising/City - Open PO FY 1...	214-2503-47597	380.00
GRIFFIN & ASSOCIATES MARKET...	13571	12/21/2018	Account Management Open PO...	214-2503-48599	29.93
JOHN DEERE CREDIT, INC.	2092201	12/21/2018	LEASE PAYMENT JD GRMW/FAI...	214-2503-44810	950.73
Fund 214 - Lodgers Tax Total:					2,622.16
Fund: 216 - Muni Street					
SIERRA AUTO/CARQUEST	ID-238510	12/04/2018	Brake shoes - G-31161	216-4503-47420	100.64
SIERRA AUTO/CARQUEST	ID-238647	12/04/2018	Lug nut stud - G-31161	216-4503-47420	19.96
SIERRA AUTO/CARQUEST	ID-239220	12/04/2018	Upper ball joint	216-4503-47420	44.12
SIERRA AUTO/CARQUEST	ID-239220	12/04/2018	Lower ball joint	216-4503-47420	67.50
INTERNAL SERVICE FUND	121018	12/14/2018	OIL-MAINT-SAFETY 11/18	216-4503-43316	221.89
INTERNAL SERVICE FUND	121018	12/14/2018	OIL-MAINT-SAFETY 11/18	216-4503-47420	108.98
ROCK BOTTOM SERVICE, LLC	13607	12/14/2018	Labor	216-4503-47420	427.75
ROCK BOTTOM SERVICE, LLC	13607	12/14/2018	Freight	216-4503-47420	25.00
ROCK BOTTOM SERVICE, LLC	13607	12/14/2018	Supplies	216-4503-47420	6.00
ROCK BOTTOM SERVICE, LLC	13607	12/14/2018	Replact Injector	216-4503-47420	116.01
BARTOO SAND & GRAVEL, INC.	M27794	12/14/2018	Hot mix delivered and placed	216-4503-32840	17,088.75
BARTOO SAND & GRAVEL, INC.	M27794	12/14/2018	Class AA concrete w/AER and fi...	216-4503-32840	10,407.05
SIERRA VISTA HOSPITAL	121918-3	12/21/2018	Collection Fee - Streets	216-4503-44615	25.00
QUEST DIAGNOSTICS LAB, INC.	121918-3	12/21/2018	Screening & MRO Fee - Streets	216-4503-44615	54.40
B & H OIL CO.	46654/46490/46582	12/21/2018	Unleaded Fuel - Open PO FY 18...	216-4503-43316	149.82
B & H OIL CO.	46654/46490/46582	12/21/2018	Diesel Fuel - Open PO FY 18/19	216-4503-43317	857.52
CHERRILL'S WESTERN	572867	12/21/2018	Wrangler Shirts/Chris Morehead	216-4503-42620	162.00
CHERRILL'S WESTERN	572867	12/21/2018	Wrangler Jeans/Chris Morehead	216-4503-42620	138.00
GEO-TEST, INC.	88865/88906	12/21/2018	Concrete/asphalt testing - OPEN..	216-4503-48598	1,873.81
Fund 216 - Muni Street Total:					31,894.20
Fund: 217 - Recreation					
ALBUQUERQUE FENCE CO.	105759	12/04/2018	MATERIALS FOR FENCE AT FELT*...	217-1703-60840	17,900.00
ALBUQUERQUE FENCE CO.	105759	12/04/2018	LABOR CHARGES	217-1703-60840	10,356.00
Fund 217 - Recreation Total:					28,256.00
Fund: 294 - State Library					
XEROX CORP.	095328673	12/21/2018	Meter Usage - Open PO FY 18/19	294-5003-48599	15.41
TDS	121918	12/21/2018	Internet Service/Library Open ...	294-5003-48830	108.45
Fund 294 - State Library Total:					123.86
Fund: 295 - Muni Pool					
NEW MEXICO GAS COMPANY, I...	111918	12/14/2018	GAS BILLS/SWIMMING POOL	295-4803-43780	1,135.60
DESTINY MITCHELL	4428	12/14/2018	Lifeguard/CPR/First Aid/AED Tra..	295-4803-42720	175.00
SIERRA VISTA HOSPITAL	121918-2	12/21/2018	Collection Fees - Pool	295-4803-44615	25.00
QUEST DIAGNOSTICS LAB, INC.	121918-2	12/21/2018	Screening & MRO Fees- Pool	295-4803-44615	54.40
Fund 295 - Muni Pool Total:					1,390.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 302 - Elec Construction					
NEW MEXICO FINANCE AUTHOR..	120318	12/04/2018	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					
BANK OF AMERICA	249944	12/04/2018	Shipping and Insurance Cost for ..	303-4703-60840	407.44
BANK OF AMERICA	553952	12/04/2018	Planter Box with Liner for Veter...	303-4703-60840	7,633.60
AMERICAN LASER MARK, INC	093864	12/14/2018	Vet Wall Panel ID 26W Replace...	303-4703-60840	1,600.00
AMERICAN LASER MARK, INC	093864	12/14/2018	Crate for shipping Panel 26W	303-4703-60840	200.00
COOPERATIVE EDUCATIONAL S...	24-082001	12/14/2018	Install Granite Wall of Names	303-4703-60840	24,448.31
Fund 303 - Vet Wall Total:					34,289.35
Fund: 306 - Cl Jt Util					
NEW MEXICO FINANCE AUTHOR..	120318	12/04/2018	NMFA LOAN PMTS FY 18/19/T...	306-6103-12902	10,022.32
NEW MEXICO FINANCE AUTHOR..	120318	12/04/2018	NMFA LOAN PMTS FY 18/19/T...	306-6103-12918	690.58
NEW MEXICO FINANCE AUTHOR..	120318	12/04/2018	NMFA LOAN PMTS FY 18/19/T...	306-6103-12919	7,598.71
WILLIAM I. BUHLER	120318	12/04/2018	FISH POND WATER RIGHTS FY 1...	306-6103-80840	450.00
Fund 306 - Cl Jt Util Total:					18,761.61
Fund: 309 - USDA WWTP					
SMITH ENGINEERING COMPANY	47931	12/14/2018	Engineering Services/WWTP Ph...	309-6403-60810	29,231.40
Fund 309 - USDA WWTP Total:					29,231.40
Fund: 501 - Cemetary					
CITY UTILITIES	121318	12/14/2018	CITY UTILITIES CYCLE A&B/OPEN..	501-1803-43780	9.49
TIM McCOY	3804	12/21/2018	REFUND/CEMETERY LOTS	501-1803-34355	400.00
REBECCA TRUJILLO	KR001306	12/21/2018	REFUND/CEMETERY LOT	501-1803-34355	400.00
Fund 501 - Cemetary Total:					809.49
Fund: 502 - Util Office - Pool					
SIERRA AUTO/CARQUEST	ID-239628	12/04/2018	Battery/G-88439	502-3601-47420	83.98
HERALD PUBLISHING CO., INC,	11235	12/14/2018	HELP WANTED ADS/UTILITY OFF..	502-3601-43740	24.68
VERIZON WIRELESS	120418	12/14/2018	CELL PHONE BILLS/OPEN PO FY ...	502-3601-43775	110.64
POSTMASTER	121018	12/14/2018	POSTAGE & MAIL SERVICES	502-3601-43735	5,000.00
PITNEY BOWES INC.	3307621011	12/14/2018	MAINTENANCE CONTRACTS - O...	502-3601-47410	675.78
WEX BANK	518355	12/14/2018	UNLEADED FUEL - OPEN PO FY...	502-3601-43316	24.79
CHERRILL'S WESTERN	572865	12/14/2018	METER READER JACKET- JULIO ...	502-3601-42620	70.00
CHERRILL'S WESTERN	572865	12/14/2018	METER READER JACKET- JOSHU...	502-3601-42620	70.00
CHERRILL'S WESTERN	572865	12/14/2018	METER READER JACKET- BRIAN ...	502-3601-42620	70.00
XEROX CORP.	095157872	12/21/2018	Xerox FY 18/19	502-3601-44810	536.29
B & H OIL CO.	46655	12/21/2018	UNLEADED FUEL OPEN PO FY 1...	502-3601-43316	436.68
Fund 502 - Util Office - Pool Total:					7,102.84
Fund: 503 - Electric					
INTEGRATED TECHNOLOGIES G ...	6470	12/04/2018	labor: Install Wallplates & termi...	503-3702-44606	85.00
INTEGRATED TECHNOLOGIES G ...	6470	12/04/2018	8 Port POE Switches with vlan/...	503-3702-44606	351.32
INTEGRATED TECHNOLOGIES G ...	6470	12/04/2018	Wall Plate & Cat5e Port Connec...	503-3702-44606	33.00
SIERRA AUTO/CARQUEST	ID-239507	12/04/2018	F56 Bottle- Gas	503-3702-47415	845.99
SSA SOLAR OF NM 4, LLC	10395	12/14/2018	POWER SERVICE/OPEN PO FY 1...	503-3702-50795	21,773.24
NEW MEXICO GAS COMPANY, I...	111918	12/14/2018	GAS BILLS/ELECTRIC	503-3702-43780	26.97
VERIZON WIRELESS	120418	12/14/2018	CELL PHONE BILLS/OPEN PO FY ...	503-3702-43775	55.32
SAENZ CONSTRUCTION	120518	12/14/2018	Ballard Settings	503-3702-47415	705.25
SIERRA ELECTRIC CO-OP, INC.	120618	12/14/2018	MIMS CITY LIGHTS FY 18/19	503-3702-43780	588.34
SIERRA ELECTRIC CO-OP, INC.	120618	12/14/2018	POWER SERVICES FY18/19	503-3702-50795	136,093.08
INTERNAL SERVICE FUND	121018	12/14/2018	OIL-MAINT-SAFETY 11/18	503-3702-43316	10.00
CITY UTILITIES	121318	12/14/2018	CITY UTILITIES CYCLE A&B/OPEN..	503-3702-43780	369.92
TRIPLE H SOLAR, LLC	158	12/14/2018	ENGINEERING SERVICE/OPEN P...	503-3702-48599	3,843.90
TRI-STATE GENERATION & TRA...	301841	12/14/2018	POWER SERVICE FY18/19- WHE...	503-3702-50795	34,051.27
ZIA UTILITY SERVICES, LLC	3693	12/14/2018	CLASS 0 GLOVES SIZE 9	503-3702-44615	272.00
ZIA UTILITY SERVICES, LLC	3694	12/14/2018	New Class 2 Molded Sleeves- Ex...	503-3702-44615	347.00
ZIA UTILITY SERVICES, LLC	3694	12/14/2018	New Class 2 Molded Sleeves- La...	503-3702-44615	302.00
ZIA UTILITY SERVICES, LLC	3694	12/14/2018	Glove Testing	503-3702-44615	140.00
ZIA UTILITY SERVICES, LLC	3694	12/14/2018	Sleeve Testing	503-3702-44615	100.00
ZIA UTILITY SERVICES, LLC	3694	12/14/2018	New Class 0 Gloves- Size 10	503-3702-44615	68.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WESTERN UNITED ELECTRIC	4126161	12/14/2018	Crossarms-3 3/4x4 3/4x8 W/Spli..	503-3702-47415	2,162.50
WESTERN UNITED ELECTRIC	4126161	12/14/2018	Brace Arm Wood #PSCRA6018	503-3702-47415	147.50
WESTERN AREA POWER ADMIN	JJP81798A1118	12/14/2018	POWER SERVICE FY18/19	503-3702-50795	52,341.21
BUREAU OF LAND MANAGEME...	NMNM0029065	12/14/2018	MONITORING FEE	503-3702-43770	125.00
XEROX CORP.	095328678	12/21/2018	BASE CHARGE/METER USAGE FY..	503-3702-44810	44.69
BOHANNAN HUSTON INC	103946	12/21/2018	Engineering Services/Cielo Vista...	503-3702-48599	812.34
QUEST DIAGNOSTICS LAB, INC.	121918-1	12/21/2018	Screening & MRO Fees- Electric...	503-3702-44615	54.40
SIERRA VISTA HOSPITAL	121918-1	12/21/2018	Collection Fees- Electric Depar...	503-3702-44615	25.00
QUILL CORPORATION	3145801	12/21/2018	Color Inkjet Printer	503-3702-44606	299.99
QUILL CORPORATION	3145801	12/21/2018	Executive Chair	503-3702-44606	76.86
QUILL CORPORATION	3145801	12/21/2018	City of TorC Envelopes	503-3702-44606	72.80
QUILL CORPORATION	3145801	12/21/2018	Dry Erase Caddy	503-3702-44606	19.28
QUILL CORPORATION	3145801	12/21/2018	House of Doolittle 2019 Desk P...	503-3702-44606	17.94
QUILL CORPORATION	3145801	12/21/2018	Door Hangars	503-3702-44606	17.47
QUILL CORPORATION	3145801	12/21/2018	Blue Pilot G2 Pens	503-3702-44606	12.56
QUILL CORPORATION	3145801	12/21/2018	2019 Desk Pad Calendar	503-3702-44606	3.98
QUILL CORPORATION	3145801	12/21/2018	Business Card Refill Pages	503-3702-44606	4.18
QUILL CORPORATION	3145801	12/21/2018	Fine Point Permanent Marker	503-3702-44606	8.12
QUILL CORPORATION	3145801	12/21/2018	Ultra fine Point Permanent Mar...	503-3702-44606	8.12
B & H OIL CO.	46658/46500	12/21/2018	UNLEADED FUEL FY 18/19	503-3702-43316	293.98
B & H OIL CO.	46658/46500	12/21/2018	DIESEL FUEL FY 18/19	503-3702-43317	638.07
Fund 503 - Electric Total:					257,247.59

Fund: 504 - Water

CHERRILL'S WESTERN	572863	12/04/2018	Wrangler Shirts-Tino Luna	504-3803-42620	162.00
CHERRILL'S WESTERN	572863	12/04/2018	Wrangler Jeans- Tino Luna	504-3803-42620	138.00
SIERRA AUTO/CARQUEST	ID-238247	12/04/2018	Flasher Relay/G-55956	504-3803-47420	6.99
SIERRA AUTO/CARQUEST	ID-238633	12/04/2018	E Oxgen Refill	504-3803-44607	13.56
SIERRA AUTO/CARQUEST	ID-238633	12/04/2018	Small Presto Lit	504-3803-44607	35.00
LAS CRUCES SUN NEWS	101267890	12/14/2018	RFP NOTICE/ENGINEERING SERV..	504-3803-43740	38.91
NEW MEXICO GAS COMPANY, I...	111918	12/14/2018	GAS BILLS/WATER	504-3803-43780	75.12
HERALD PUBLISHING CO., INC.	11672	12/14/2018	RFP NOTICE/ENGINEERING SERV..	504-3803-43740	39.76
VERIZON WIRELESS	120418	12/14/2018	CELL PHONE BILLS/OPEN PO FY ...	504-3803-43775	55.32
INTERNAL SERVICE FUND	121018	12/14/2018	OIL-MAINT-SAFETY 11/18	504-3803-43316	13.03
CITY UTILITIES	121318	12/14/2018	CITY UTILITIES CYCLE A&B/OPEN..	504-3803-43780	484.38
SUN VALLEY, INC.	142150/6	12/14/2018	5 Pk 3/8" Acid Brush	504-3803-44607	2.49
SUN VALLEY, INC.	142150/6	12/14/2018	8 OZ #95 Lead Free Flux	504-3803-44607	10.99
SUN VALLEY, INC.	142150/6	12/14/2018	1-1/2 Sch 80 Male Adapter	504-3803-44607	14.98
SUN VALLEY, INC.	142150/6	12/14/2018	1-1/2 CXF Adapter	504-3803-44607	25.76
SUN VALLEY, INC.	142150/6	12/14/2018	1LB Lead Free Solder	504-3803-44607	63.98
CHERRILL'S WESTERN	572866	12/14/2018	Jacket-Tim Hanna	504-3803-42620	69.00
CHERRILL'S WESTERN	572866	12/14/2018	Jacket-Sal Martinez	504-3803-42620	69.00
CHERRILL'S WESTERN	572866	12/14/2018	Coverall-Otto Vienna	504-3803-42620	79.00
REED'S TIRE CENTER	5935	12/14/2018	Front tires - 12.5/80/18 - JD 31...	504-3803-47420	648.00
DPC INDUSTRIES, INC.	747003051-18	12/14/2018	Chlorine Cylinders 150lbs - Ope...	504-3803-44605	900.00
DPC INDUSTRIES, INC.	747003051-18	12/14/2018	Hazemat Fee	504-3803-44605	46.50
STEVE BELL CONSTRUCTION	C17469	12/14/2018	Bedding Sand-For Pipeline Repa...	504-3803-47415	456.00
PURE OPERATIONS, LLC	N1182846	12/14/2018	Hydro Instruments-Series 900 V...	504-3803-47421	1,980.00
PURE OPERATIONS, LLC	N1182846	12/14/2018	Chlorine Gas Ejector,50 PPD,w/...	504-3803-47421	503.50
TAXATION AND REVENUE	121418	12/21/2018	WATER CONSERVATION FEE 11...	504-3803-43797	914.76
REED'S TIRE CENTER	5972	12/21/2018	Tire repair and boot/JD 310SK B...	504-3803-47420	60.00
B & H OIL CO.	70033	12/21/2018	Unleaded Fuel	504-3803-43316	562.18
B & H OIL CO.	70033	12/21/2018	Diesel Fuel/ Def 2.5	504-3803-43317	393.10
Fund 504 - Water Total:					7,861.31

Fund: 505 - Solid Waste

TITAN MACHINERY, INC	11764640	12/04/2018	Flange Nut, HE For Case Skidloa...	505-3904-47420	11.40
CHERRILL'S WESTERN	572864	12/04/2018	Wrangler Jeans-Scott Huron	505-3904-42620	143.94
CHERRILL'S WESTERN	572864	12/04/2018	Wrangler Shirts-Andres Alvarez	505-3904-42620	137.94
CHERRILL'S WESTERN	572864	12/04/2018	Work Shirts- Shannon Crowder	505-3904-42620	137.94
CHERRILL'S WESTERN	572864	12/04/2018	Work Shirts- Scott Huron	505-3904-42620	137.94
CHERRILL'S WESTERN	572864	12/04/2018	Wrangler Jeans-Andres Alvarez	505-3904-42620	143.94

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CHERRILL'S WESTERN	572864	12/04/2018	Wrangler Jeans-Shannon Crow...	505-3904-42620	143.94
SIERRA AUTO/CARQUEST	ID-239219	12/04/2018	Hydrolic hose fitting	505-3904-47420	17.91
SIERRA AUTO/CARQUEST	ID-239219	12/04/2018	Hydrolic hose (inches)	505-3904-47420	13.76
SIERRA AUTO/CARQUEST	ID-239219	12/04/2018	Hydrolic hose fitting	505-3904-47420	16.94
SIERRA AUTO/CARQUEST	ID-239408	12/04/2018	Air line fitting 1/4" pipe	505-3904-47420	6.19
SIERRA AUTO/CARQUEST	ID-239408	12/04/2018	Air line fitting 1/8" pipe	505-3904-47420	7.38
SOUTHWESTERN EQUIPMENT ...	036412	12/14/2018	Snap rings	505-3904-47420	4.60
SOUTHWESTERN EQUIPMENT ...	036412	12/14/2018	Machined bushings	505-3904-47420	15.00
SOUTHWESTERN EQUIPMENT ...	036412	12/14/2018	Gate latch rollers	505-3904-47420	65.70
SOUTHWESTERN EQUIPMENT ...	036412	12/14/2018	End gate cylinder	505-3904-47420	650.00
SOUTHWESTERN EQUIPMENT ...	036412	12/14/2018	Gate cylinder pins	505-3904-47420	120.00
SOUTHWESTERN EQUIPMENT ...	036412	12/14/2018	Freight	505-3904-47420	78.93
SOUTHWESTERN EQUIPMENT ...	036421	12/14/2018	Mast extension cyliner	505-3904-47420	725.00
SOUTHWESTERN EQUIPMENT ...	036421	12/14/2018	Lock washer	505-3904-47420	0.90
SOUTHWESTERN EQUIPMENT ...	036421	12/14/2018	Hex nut	505-3904-47420	1.75
SOUTHWESTERN EQUIPMENT ...	036421	12/14/2018	Ear structure	505-3904-47420	25.00
SOUTHWESTERN EQUIPMENT ...	036421	12/14/2018	Freight	505-3904-47420	77.42
NEW MEXICO GAS COMPANY, I...	111918	12/14/2018	GAS BILLS/RECYCLE CENTER	505-3904-43780	96.24
HERALD PUBLISHING CO., INC.	11234	12/14/2018	Help Wanted - Solid Waste	505-3904-43740	24.68
VERIZON WIRELESS	120418	12/14/2018	CELL PHONE BILLS/OPEN PO FY ...	505-3904-43775	55.32
INTERNAL SERVICE FUND	121018	12/14/2018	OIL-MAINT-SAFETY 11/18	505-3904-43316	297.65
INTERNAL SERVICE FUND	121018	12/14/2018	OIL-MAINT-SAFETY 11/18	505-3904-47420	78.35
SUN VALLEY, INC.	142546/6	12/14/2018	16" Gate Mouth Tool Bag, to ho...	505-3904-44607	33.64
SUN VALLEY, INC.	142546/6	12/14/2018	17oz Spray Adhesive for poly ca...	505-3904-44607	10.99
BORDER TIRE, LLC	3002473	12/14/2018	11 R225 Spread Axle- Retreads t...	505-3904-47420	1,224.00
O'REILLY AUTO PARTS, INC.	380222	12/14/2018	DEF Fluid for Trash Trucks	505-3904-47420	239.80
DESERT GRAPHICS INC.	5527	12/14/2018	Welding Repairs Trash truck G...	505-3904-47420	184.45
CITY OF LAS CRUCES	60577	12/14/2018	Solid Waste Disposal Transport -..	505-3904-34601	27,901.87
BORDER INTERNATIONAL, LLP	X400028439	12/14/2018	Fuel-water separator filters	505-3904-47420	17.92
BORDER INTERNATIONAL, LLP	X400028439	12/14/2018	Fuel filters/G-95575	505-3904-47420	70.06
XEROX CORP.	095401776/095328664	12/21/2018	LA6-283718 Meter Usage	505-3904-44810	33.32
B & H OIL CO.	46652	12/21/2018	Unleaded Fuel - Open PO FY 18...	505-3904-43316	290.79
B & H OIL CO.	46652	12/21/2018	Diesel Fuel - Open PO FY 18/19	505-3904-43317	2,444.11
Fund 505 - Solid Waste Total:					35,686.71

Fund: 506 - WWTP

INTERLAB	22532	12/04/2018	Cadmium	506-4005-44605	225.00
INTERLAB	22532	12/04/2018	TSS-Effluent	506-4005-44605	45.00
INTERLAB	22532	12/04/2018	Bod-Influent	506-4005-44605	105.00
INTERLAB	22532	12/04/2018	Bod-Effluent	506-4005-44605	105.00
INTERLAB	22532	12/04/2018	Acrylonitrile	506-4005-44605	630.00
INTERLAB	22532	12/04/2018	TSS-Influent	506-4005-44605	141.00
INTERLAB	22557	12/04/2018	TDS	506-4005-44605	15.00
INTERLAB	22557	12/04/2018	NO3N	506-4005-44605	15.00
INTERLAB	22557	12/04/2018	Chloride	506-4005-44605	19.90
INTERLAB	22557	12/04/2018	TKN	506-4005-44605	40.00
AQUA ENVIRONMENTAL TESTI...	5060	12/04/2018	TAX	506-4005-44605	9.83
AQUA ENVIRONMENTAL TESTI...	5060	12/04/2018	WeeklyTesting- E-Coli (June27-J...	506-4005-44605	145.50
CHERRILL'S WESTERN	572861	12/04/2018	Wrangler Shirts L/S- Jesus Navar...	506-4005-42620	168.00
CHERRILL'S WESTERN	572861	12/04/2018	Wrangler ShirtsL/S- Patrick Lov...	506-4005-42620	162.00
CHERRILL'S WESTERN	572861	12/04/2018	Wrangler Jeans-Patrick Loveall	506-4005-42620	138.00
CHERRILL'S WESTERN	572861	12/04/2018	Wrangler Shirts L/S- Leo Martin...	506-4005-42620	138.00
CHERRILL'S WESTERN	572861	12/04/2018	Wrangler Jeans-Leo Martinez	506-4005-42620	138.00
CHERRILL'S WESTERN	572861	12/04/2018	Wrangler Jeans- Jesus Navarro	506-4005-42620	156.00
NEW MEXICO GAS COMPANY, I...	111918	12/14/2018	GAS BILLS/VACUUM STATIONS	506-4005-43780	23.05
VERIZON WIRELESS	120418	12/14/2018	CELL PHONE BILLS/OPEN PO FY ...	506-4005-43775	110.64
INTERNAL SERVICE FUND	121018	12/14/2018	OIL-MAINT-SAFETY 11/18	506-4005-43316	12.50
INTERNAL SERVICE FUND	121018	12/14/2018	OIL-MAINT-SAFETY 11/18	506-4005-47420	37.78
CITY UTILITIES	121318	12/14/2018	CITY UTILITIES CYCLE A&B/OPEN...	506-4005-43780	265.29
JAMES, COOKE & HOBSON, INC.	238364/228573	12/14/2018	Rental Control Panel,460/3/60 ...	506-4005-43416	3,153.76
U.S. DISTRIBUTING, INC.	359899	12/14/2018	GSP Battery - G-61009	506-4005-47420	64.31

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Warm Springs Rent All	48686	12/14/2018	3" Trash Pump Rental-3 dayRen...	506-4005-47425	303.80
TED D MILLER ASSOCIATES, INC	5704	12/14/2018	Calibration of Isco 4210/3010 Fl...	506-4005-47425	450.00
CHERRILL'S WESTERN	572866	12/14/2018	Jacket- Patrick Loveall	506-4005-42620	69.00
CHERRILL'S WESTERN	572866	12/14/2018	Jacket- Ramon Sanchez	506-4005-42620	69.00
USA BLUEBOOK	745535	12/14/2018	TSS Glass Fiber Filters * Plus sh...	506-4005-43416	111.64
PURE OPERATIONS, LLC	NI182816	12/14/2018	1/8" Thick Neoprene Gasket Sh...	506-4005-43416	78.91
VILLAGE OF WILLIAMSBURG	121418	12/21/2018	SEWER RECEIPTS 11/18	506-4005-48798	2,811.87
INTERLAB	22563	12/21/2018	Bod-Influent	506-4005-44605	140.00
INTERLAB	22563	12/21/2018	TSS-Influent	506-4005-44605	188.00
INTERLAB	22563	12/21/2018	Cadmium	506-4005-44605	300.00
INTERLAB	22563	12/21/2018	Acrylonitrile	506-4005-44605	840.00
INTERLAB	22563	12/21/2018	TSS-Effluent	506-4005-44605	60.00
INTERLAB	22563	12/21/2018	Bod-Effluent	506-4005-44605	140.00
B & H OIL CO.	46656	12/21/2018	Unleaded Fuel	506-4005-43316	524.85
B & H OIL CO.	46656	12/21/2018	Diesel Fuel	506-4005-43317	96.92
DPC INDUSTRIES, INC.	DE-74000831-18	12/21/2018	Demurrage/Rental of Chlorine ...	506-4005-44607	40.00
Fund 506 - WWTP Total:					12,287.55
Fund: 507 - Solid Waste Transfer Station					
XEROX CORP.	095401776/095328664	12/21/2018	E1B-082733 Base Charge/Meter..	507-4203-44810	92.92
B & H OIL CO.	46627	12/21/2018	Diesel for Bulk Tank - Open PO ...	507-4203-43317	814.74
Fund 507 - Solid Waste Transfer Station Total:					907.66
Fund: 508 - Golf Course					
CITY UTILITIES	121318	12/14/2018	CITY UTILITIES CYCLE A&B/OPEN..	508-4303-43780	630.20
TERRY TAYLOR	143	12/21/2018	Golf Course Misc Expense - Ope...	508-4303-45555	103.83
TERRY TAYLOR	143	12/21/2018	Golf Course Management Servi...	508-4303-48599	10,850.00
Fund 508 - Golf Course Total:					11,584.03
Fund: 509 - Muni Airport					
SIERRA AUTO/CARQUEST	ID-239221	12/04/2018	Battery Silver 65-1	509-4403-47420	95.85
SIERRA AUTO/CARQUEST	ID-239222	12/04/2018	Distributor rotor	509-4403-47420	12.20
SIERRA AUTO/CARQUEST	ID-239222	12/04/2018	Distributor cap	509-4403-47420	17.65
SIERRA AUTO/CARQUEST	ID-239222	12/04/2018	Spark plugs	509-4403-47420	14.34
SIERRA AUTO/CARQUEST	ID-239222	12/04/2018	Spark plug wires	509-4403-47420	26.01
VERIZON WIRELESS	120418	12/14/2018	CELL PHONE BILLS/OPEN PO FY ...	509-4403-43775	55.32
INTERNAL SERVICE FUND	121018	12/14/2018	OIL-MAINT-SAFETY 11/18	509-4403-43316	13.75
INTERNAL SERVICE FUND	121018	12/14/2018	OIL-MAINT-SAFETY 11/18	509-4403-47420	2.45
HALL ENVIRONMENTAL ANALYS...	1811264	12/14/2018	Metals Water Sample Test	509-4403-44605	95.00
HALL ENVIRONMENTAL ANALYS...	1811264	12/14/2018	Anions Water Sample Test	509-4403-44605	70.00
HALL ENVIRONMENTAL ANALYS...	1811264	12/14/2018	Sulfide Water Sample Test	509-4403-44605	40.00
HALL ENVIRONMENTAL ANALYS...	1811264	12/14/2018	Metals Water Sample Test	509-4403-44605	35.00
HALL ENVIRONMENTAL ANALYS...	1811264	12/14/2018	Tax	509-4403-44605	28.74
HALL ENVIRONMENTAL ANALYS...	1811264	12/14/2018	Total Dissolved Water Sample T...	509-4403-44605	25.00
HALL ENVIRONMENTAL ANALYS...	1811264	12/14/2018	Alkalinity Water Sample Test	509-4403-44605	25.00
HALL ENVIRONMENTAL ANALYS...	1811264	12/14/2018	Turbidity Water Sample Test	509-4403-44605	25.00
HALL ENVIRONMENTAL ANALYS...	1811264	12/14/2018	Specific Conductance Water Sa...	509-4403-44605	25.00
HALL ENVIRONMENTAL ANALYS...	1811264	12/14/2018	pH Water Sample Test	509-4403-44605	20.00
HALL ENVIRONMENTAL ANALYS...	1811264	12/14/2018	Hardness Water Sample Test	509-4403-44605	5.00
U.S. DISTRIBUTING, INC.	359897	12/14/2018	75P Battery G-28463	509-4403-47420	56.52
TRAVERS & ASSOCIATES	63395	12/14/2018	AIRPORT LIABILITY INSURANCE ...	509-4403-46732	2,875.00
B & H OIL CO.	46662	12/21/2018	Unleaded Fuel - Open PO FY 18...	509-4403-43316	111.81
Fund 509 - Muni Airport Total:					3,674.64
Grand Total:					544,491.14

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Fund Summary

Fund	Payment Amount
101 - General	46,796.97
201 - Corrections	2,238.00
209 - Fire	1,036.32
211 - Law Enforce Prot	775.24
214 - Lodgers Tax	2,622.16
216 - Muni Street	31,894.20
217 - Recreation	28,256.00
294 - State Library	123.86
295 - Muni Pool	1,390.00
302 - Elec Construction	9,914.21
303 - Vet Wall	34,289.35
306 - Ct Jt Utl	18,761.61
309 - USDA WWTP	29,231.40
501 - Cemetary	809.49
502 - Util Office - Pool	7,102.84
503 - Electric	257,247.59
504 - Water	7,861.31
505 - Solid Waste	35,686.71
506 - WWTP	12,287.55
507 - Solid Waste Transfer Station	907.66
508 - Golf Course	11,584.03
509 - Muni Airport	3,674.64
Grand Total:	544,491.14

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	10,766.88
101-1001-42720	EMPLOYEE TRAINING-OFF...	180.00
101-1001-43740	PRINTING/PUBLISHING	242.86
101-1001-44606	OFFICE SUPPLIES	789.09
101-1001-44810	EQUIPMENT & MACHINE...	342.50
101-1001-48598	PROFESSIONAL SERVICES	2,014.50
101-1002-42305	MILEAGE REIMBURSEME...	26.22
101-1002-42310	PER DIEM-MUNI COURT	19.40
101-1002-42720	EMPLOYEE TRAINING-M...	100.00
101-1002-48599	PROFESSIONAL SERVICES	2,821.00
101-1002-60840	OTHER CAP PUR/AOC/JID ...	249.33
101-1003-42310	PER DIEM-OFF CITY MAN...	38.00
101-1003-43316	GAS & OIL	47.15
101-1003-43775	TELEPHONE	110.62
101-1003-44810	EQUIPMENT & MACHINE...	339.93
101-1004-42305	MILEAGE REIMBURSEME...	26.22
101-1004-42310	PER DIEM-ADMIN OFFICES	60.00
101-1004-42720	EMPLOYEE TRAINING-AD...	300.00
101-1004-43740	PRINTING/PUBLISHING	109.02
101-1004-43775	TELEPHONE	110.62
101-1004-44606	OFFICE SUPPLIES	501.44
101-1004-44810	EQUIPMENT & MACHINE...	224.36
101-1004-48596	AUDIT CONTRACT-ADMIN...	7,543.23
101-1007-43316	GAS & OIL	2,608.76
101-1007-43775	TELEPHONE	625.76
101-1007-44606	OFFICE SUPPLIES	699.92
101-1007-44810	EQUIPMENT & MACHINE...	218.36
101-1008-43316	GAS & OIL	390.75
101-1008-43770	SUBSCRIPTION & DUES	115.00
101-1008-43775	TELEPHONE	108.73
101-1008-45555	Miscellaneous Exp	25.00

Account Summary

Account Number	Account Name	Payment Amount
101-1008-48599	OTHER CONTRACTUAL SE...	71.83
101-1009-42720	EMPLOYEE TRAINING-M...	168.15
101-1009-43316	GAS & OIL	215.65
101-1009-43317	DIESEL-RECREATION	120.80
101-1009-43775	TELEPHONE	55.32
101-1009-44607	FIELD SUPPLIES-MUNI RE...	1,624.84
101-1009-47410	Maintenance Contracts	800.00
101-1009-47420	MAINTENANCE VEHICLE/...	9.20
101-1009-48599	OTHER CONTRACTUAL SE...	1,334.00
101-1010-42310	PER DIEM-BLDG INSPECT...	38.00
101-1010-43740	PRINTING/PUBLISHING	108.50
101-1010-43775	TELEPHONE	110.64
101-1011-43775	TELEPHONE	55.32
101-1012-43316	GAS & OIL	35.86
101-1014-43316	GAS & OIL	696.68
101-1014-43403	REGULAR BUILDING MAI...	902.24
101-1014-43775	TELEPHONE	110.64
101-1014-44607	FIELD SUPPLIES-FACILITY ...	1,717.83
101-1014-44615	SAFETY EQUIPMENT	300.00
101-1014-47410	MAINTENANCE CONTRAC...	53.94
101-1014-47420	MAINTENANCE-VEHICLE/...	202.54
101-1016-44615	SAFETY EQUIPMENT	158.80
101-1018-43780	UTILITIES	6,151.54
201-1903-44805	AUTO/LAB/DWI/JUD ED	243.00
201-1903-48710	CARE OF PRISONERS-COR...	1,995.00
209-1603-43316	GAS & OIL	70.58
209-1603-43770	SUBSCRIPTION & DUES	358.85
209-1603-43780	UTILITIES	606.89
211-2003-42535	EMPLOYEE TRAINING	723.60
211-2003-44573	UNIFORM & EQUIPMENT	51.64
214-2503-44810	EQUIPMENT & MACHINE...	950.73
214-2503-47597	9% ADVERTISING/MARKET...	1,224.84
214-2503-48599	OTHER CONTRACTUAL SE...	29.93
214-2503-48815	SERVICE CONTRACTS-LO...	416.66
216-4503-32840	ROADWAYS-LGRF	27,495.80
216-4503-42620	UNIFORM LINEN-MUNI S...	300.00
216-4503-43316	GAS & OIL	371.71
216-4503-43317	DIESEL FUEL-STREET MAI...	857.52
216-4503-44615	SAFETY EQUIPMENT	79.40
216-4503-47420	MAINT.VEHICLE/FURN/E...	915.96
216-4503-48598	PROFESSIONAL SERVICES	1,873.81
217-1703-60840	CAPITAL OUTLAY (NMFA ...	28,256.00
294-5003-48599	OTHER CONTRACTUAL SE...	15.41
294-5003-48830	LIBRARY ACQUISITION (B...	108.45
295-4803-42720	EMPLOYEE TRAINING-M...	175.00
295-4803-43780	UTILITIES-MUNI POOL	1,135.60
295-4803-44615	SAFETY EQUIPMENT	79.40
302-4603-12906	CWPA TORC 6 OPERATING	9,914.21
303-4703-60840	CONSTRUCTION COSTS	34,289.35
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
306-6103-80840	WATER RIGHTS-CJ JOINT ...	450.00
309-6403-60810	USDA GRANT	29,231.40
501-1803-34355	OTHER CHARGES FOR SER...	800.00
501-1803-43780	UTILITIES	9.49
502-3601-42620	UNIFORM/UNEN	210.00
502-3601-43316	GAS & OIL	461.47

Account Summary

Account Number	Account Name	Payment Amount
502-3601-43735	POSTAGE & MAIL SERVICE...	5,000.00
502-3601-43740	PRINTING/PUBLISHING	24.68
502-3601-43775	TELEPHONE	110.64
502-3601-44810	EQUIPMENT & MACHINE	536.29
502-3601-47410	MAINTENANCE CONTRAC...	675.78
502-3601-47420	MAINT. FURNITURE/FIX/...	83.98
503-3702-43316	GAS & OIL	303.98
503-3702-43317	DIESEL FUEL-ELECTRIC DIV...	638.07
503-3702-43770	SUBSCRIPTION & DUES	125.00
503-3702-43775	TELEPHONE	55.32
503-3702-43780	UTILITIES	985.23
503-3702-44606	OFFICE SUPPLIES	1,010.62
503-3702-44615	SAFETY EQUIPMENT	1,308.40
503-3702-44810	EQUIPMENT/MACHINERY...	44.69
503-3702-47415	MAINTENANCE/GROUNDS...	3,861.24
503-3702-48599	OTHER CONTRACTUAL SE...	4,656.24
503-3702-50795	WHOLESALE POWER COS...	244,258.80
504-3803-42620	UNIFORM/LINEN-WATER ...	517.00
504-3803-43316	GAS & OIL	575.21
504-3803-43317	DIESEL-WATER DIVISION	393.10
504-3803-43740	PRINTING/PUBLISHING	78.67
504-3803-43775	TELEPHONE	55.32
504-3803-43780	UTILITIES	559.50
504-3803-43797	WATER CONSERVATION...	914.76
504-3803-44605	CHEMICALS/LABORATORY...	946.50
504-3803-44607	FIELD SUPPLIES-WATER D...	166.76
504-3803-47415	MAINTENANCE-GROUNDS...	456.00
504-3803-47420	MAINTENANCE-VEHICLE/...	714.99
504-3803-47421	MAINTENANCE EQUIPME...	2,483.50
505-3904-34601	WASTE DISPOSAL	27,901.87
505-3904-42620	UNIFORM/LINEN-SOLID ...	845.64
505-3904-43316	GAS & OIL	588.44
505-3904-43317	DIESEL FUEL-SOLID WASTE...	2,444.11
505-3904-43740	PRINTING/PUBLISHING	24.68
505-3904-43775	TELEPHONE	55.32
505-3904-43780	UTILITIES	96.24
505-3904-44607	FIELD SUPPLIES-SOLID WA...	44.63
505-3904-44810	EQUIPMENT & MACHINE...	33.32
505-3904-47420	MAINTENANCE-VEHICLE/...	3,652.46
506-4005-42620	UNIFORM/LINEN-WASTE...	1,038.00
506-4005-43316	GAS & OIL	537.35
506-4005-43317	DIESEL FUEL-WASTEWAT...	96.92
506-4005-43416	O & M PURCHASES-WAST...	3,344.31
506-4005-43775	TELEPHONE	110.64
506-4005-43780	UTILITIES	288.34
506-4005-44605	CHEMICALS/LABORATORY...	3,164.23
506-4005-44607	FIELD SUPPLIES-WASTEW...	40.00
506-4005-47420	MAINTENANCE-VEHICLE/...	102.09
506-4005-47425	OTHER MAINTENANCE-W...	753.80
506-4005-48798	VILLAGE OF WILLIAMSBU...	2,811.87
507-4203-43317	DIESEL FUEL-LANDFILL	814.74
507-4203-44810	EQUIPMENT & MACHINE...	92.92
508-4303-43780	UTILITIES	630.20
508-4303-45555	MISC EXPENSE	103.83
508-4303-48599	OTHER CONTRACTUAL SE...	10,850.00
509-4403-43316	GAS & DIESEL	125.56
509-4403-43775	TELEPHONE	55.32
509-4403-44605	CHEMICALS/LABORATORY...	393.74

Account Summary

Account Number	Account Name	Payment Amount
509-4403-46732	GENERAL LIABILITY INSUR...	2,875.00
509-4403-47420	MAINTENANCE VEH/EQUI...	225.02
	Grand Total:	544,491.14

Project Account Summary

Project Account Key	Payment Amount
None	544,491.14
Grand Total:	544,491.14

Flag 1



CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Summary Plat Amendment for lot split and Variance for development standards at 1700 E. Riverside. Applicant is John and Gayle Jones.

BACKGROUND:

Applicant is applying for a Summary Plat Amendment to split his property at 1700 E, Riverside, and at the same time is applying for a Variance from the Municipal Code Chapter 15, section 15-15, A2 requiring subdivided lots directly access City streets with curb, gutter, and sidewalk. The Variance is requested because no streets in the neighborhood have sidewalk, and some do not have curb and gutter. Applicant would like to be able to meet the development standard of the area.

STAFF RECOMMENDATION:

Approve Summary Plat Amendment and Variance

SUPPORT INFORMATION:

Summary Plat Amendment and Variance applications with supporting documents

Steven L. Green
Mayor

Sandra K. Whitehead
Mayor Pro-Tem

Kathleen 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: 575-894-7767
www.torcnm.org

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences City Commission will hold a Public Hearing during their regular scheduled meeting on Wednesday, January 9th, 2019 in the Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico to receive input regarding the following:

1. Discussion/Action: Request for a Plat Amendment at 1700 E Riverside Drive, Truth or Consequences, NM pursuant to Chapter 15, Sec. 15-17. - Amendment of plats. Applicant wishes to amend the property line to separate the property. Applicant is John and Gayle Jones
2. Discussion/Action – Request for a Variance at 1700 E Riverside Drive, Truth or Consequences, NM pursuant to Chapter 15, section 15-15, A2 requiring subdivided lots directly access City streets with curb, gutter, and sidewalk. Variance is to allow subdivided lot to meet the road standard for the area. Applicant is John and Gayle Jones.

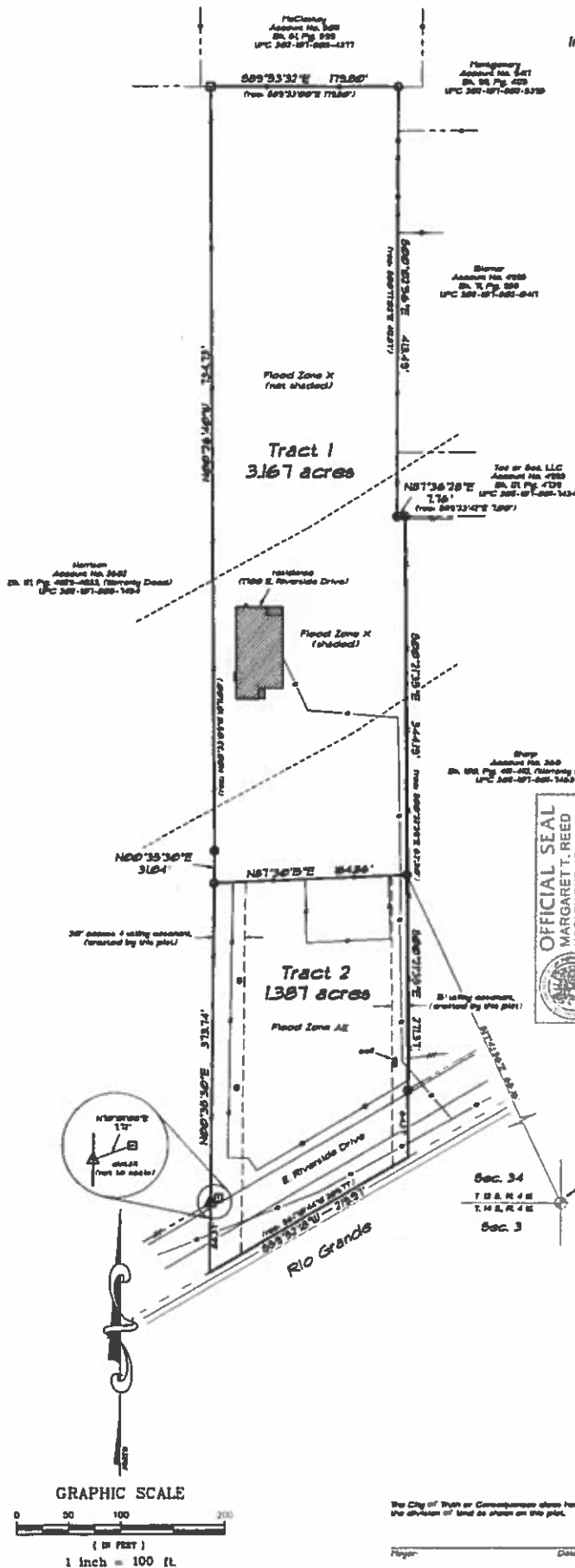
All interested parties are welcome to attend.

The agenda for this meeting may be obtained on Friday, January 4, 2019 by contacting the City Clerk's Office at 575-894-6673 or by email to: aatorres@torcnm.org.

/s/ Angela A. Torres, CMC, Acting City Clerk

- Published on the following date:
 - o Sentinel – Friday, December 14, 2018

**ALTERNATE SUMMARY PROCEDURE
SUMMARY PLAT**
of two tracts of land
in the SE1/4 SE1/4, (Lot 4), of Section 34,
Township 13 South, Range 4 West, NMFMT,
in the City of Truth or Consequences, Sierra County,
New Mexico



Notes:

These tracts are subject to easements, restrictions and reservations of record.

The tracts shown herein are located within the boundaries of Flood Zone X, (not shaded), "area determined to be outside 100-year flood plain", Flood Zone X, (shaded), "area of 100-year flood, area of 100-year flood with overtopping depths of less than 1 foot, or with a average depth less than 1 square mile, and area protected by levees from 100-year flood" and Flood Zone AE, "Special Flood Hazard area determined by 100-year flood with 100-year flood elevation determined".

The herein described tracts were granted under the City of Truth or Consequences Subdivision Codes, Ordinance Number 908, adopted May 23, 1988, (Chapter 9, Section 9, Alternate Summary Procedures).

Based on bearings to 0.0004, and/or North in ground divisions based on GPS observations.

Use of the plat is to determine measurements when not located.

On return found with no identification tag, or station tag stamped "NTPLS 202" also applied.

References:

Deed Book VI, Pages 1329-1331 (Outright Deed)

Account No. 2250

UPC 202-107-002-9402

Book I, Page 380-0, (Plan of Survey)

National Flood Insurance Program, Flood Insurance Rate Map for the City of Truth or Consequences, Sierra County, New Mexico, Community-Plan No. 200002, 2000 C, (map revised July 1, 1994.)

City of Truth or Consequences Subdivision Codes, Ordinance Number 908, (adopted May 23, 1988.)

Legend:

Flood 10' water, (no identification tag)

Flood 5' water, (no identification tag)

Flood 3' water, (no identification tag)

Set 10' water, (no identification tag)

Flood 10' water, (no identification tag)

Shaded Area

Drawn Area

Flood Zone

Shaded Area

Flood Zone Boundary, (noted from FIRM)

Overhead utility line

Power line out

ACKNOWLEDGMENT

We, the undersigned owners of the herein described property, do hereby acknowledge that we are free of all claims, and in accordance with our status, and desires, the division of land and easements granted to show on this plat.

John E. Jones
John E. Jones
STATE OF NEW MEXICO
COUNTY OF SIERRA

The foregoing instrument was acknowledged before me on the 4th day of DECEMBER, 2020 by John E. Jones

Margaret T. Reed
Margaret T. Reed
My Commission Expires: 06-16-2021

Gayle L. Jones
Gayle L. Jones
STATE OF NEW MEXICO
COUNTY OF SIERRA

The foregoing instrument was acknowledged before me on the 4th day of DECEMBER, 2020 by Gayle L. Jones

Margaret T. Reed
Margaret T. Reed
My Commission Expires: 06-16-2021

OFFICIAL SEAL
MARGARET T. REED
NOTARY PUBLIC
STATE OF NEW MEXICO
Comm. Expires 06-16-2021

OFFICIAL SEAL
MARGARET T. REED
NOTARY PUBLIC
STATE OF NEW MEXICO
Comm. Expires 06-16-2021
November 30, 2020

Chaparral Surveying, LLC
Professional Land Surveying
P.O. Box 678 Elburn, Idaho, New Mexico 87525

CERTIFICATE

I, the undersigned, being a duly licensed Professional Land Surveyor, do hereby certify that the plat is prepared from notes of field surveys made by me or under my supervision, and that all surveys and the plat are true and correct to the best of my knowledge and belief.

I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act, and that this is a boundary survey of an existing tract or tracts.

This plat meets the minimum requirements of the Standards of Land Surveying in New Mexico.

David M. Reed
David M. Reed
New Mexico Professional Surveyor
License Number 202

INDEXING INFORMATION FOR COUNTY CLERK
John E. & Gayle L. Jones (8358)
Section 34
Township 13 South, Range 4 West



CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Summary Plat Amendment for lot split and Variance for development standards at 1700 E. Riverside. Applicant is John and Gayle Jones.

BACKGROUND:

Applicant is applying for a Summary Plat Amendment to split his property at 1700 E, Riverside, and at the same time is applying for a Variance from the Municipal Code Chapter 15, section 15-15, A2 requiring subdivided lots directly access City streets with curb, gutter, and sidewalk. The Variance is requested because no streets in the neighborhood have sidewalk, and some do not have curb and gutter. Applicant would like to be able to meet the development standard of the area.

STAFF RECOMMENDATION:

Approve Summary Plat Amendment and Variance

SUPPORT INFORMATION:

Summary Plat Amendment and Variance applications with supporting documents



BUILDING/PLANNING DEPARTMENT
Voice - (575) 894-6873 x 110 Fax - (575) 894-0363
E-mail Rtravis@torcnn.org
505 Sims Street - Truth or Consequences, NM 87901

(Staff Use Only)
Case No

Related Case(s)

total due \$124.00

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 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 checked="" 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 checked="" type="checkbox"/> Summary Plat (\$50) |
| | | <input type="checkbox"/> Plat Amendment (\$50) |

7 cert. letters @ \$7.00 ea. \$49.00

PROJECT SUMMARY

Project/Business Name (if any): John & Gayle Jones

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

Dividing property

Property Address/Location:

Assessor's Parcel Number(s): 302107B 039452

Total Gross Lot Area: 4.5490 ACRES

Total Net Lot Area: 4.5490 ACRES

Existing Master Plan/Comprehensive Plan Designation: N/A

Existing Zoning Designation:

Proposed Master Plan Designation (if applicable): N/A

Proposed Zoning Designation:

Existing Uses and/or Structures on Site: Residence

Surrounding Uses: North: Residence

South: Residence

East: Residence

West: MISS

APPLICANT/REPRESENTATIVE Name:		REPRESENTATIVE(S):	
Address:		Telephone No.:	
City:		Fax No.:	
Contact Person:		State:	
E-mail Address:		Zip Code:	
I certify under penalty of perjury that all the application information is true and correct:			
Applicant's Signature: <u>[Signature]</u>		Date: <u>12-4-18</u>	
PROPERTY OWNER/ AGENT Name:		Telephone No.:	
Address:		Fax No.:	
City:		State:	
Contact Person:		Zip Code:	
E-mail Address:			
The City will provide the applicant with hearing notices and staff reports unless another party is identified.			
Date/Time Received: <u>12/4/2018</u>		Receipt No(s):	
Received By: <u>Acct. Payable</u>		Amount Received: <u>\$124.00</u>	
		<u>R00123482</u>	

PLANNING APPLICATION FORM -page 2

I, John Jones 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: [Signature] Date: 12-4-18

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

ARCHITECT Name: _____ Telephone No.: _____

Address: _____ Fax No.: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ E-mail Address: _____

ENGINEER Name: _____ Telephone No.: _____

Address: _____ Fax No.: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ E-mail Address: _____

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

[Signature]
Applicant's Signature

12-4-18
Date

John E Jones
Name of Applicant (Print)

Steven L. Green
Mayor

Sandra K. Whitehead
Mayor Pro-Tem

Kathleen 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: 575-894-7767
www.torcnm.org

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences City Commission will hold a Public Hearing during their regular scheduled meeting on Wednesday, January 9th, 2019 in the Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico to receive input regarding the following:

1. Discussion/Action: Request for a Plat Amendment at 1700 E Riverside Drive, Truth or Consequences, NM pursuant to Chapter 15, Sec. 15-17. - Amendment of plats. Applicant wishes to amend the property line to separate the property. Applicant is John and Gayle Jones
2. Discussion/Action – Request for a Variance at 1700 E Riverside Drive, Truth or Consequences, NM pursuant to Chapter 15, section 15-15, A2 requiring subdivided lots directly access City streets with curb, gutter, and sidewalk. Variance is to allow subdivided lot to meet the road standard for the area. Applicant is John and Gayle Jones.

All interested parties are welcome to attend.

The agenda for this meeting may be obtained on Friday, January 4, 2019 by contacting the City Clerk's Office at 575-894-6673 or by email to: aatorres@torcnm.org.

/s/ Angela A. Torres, CMC, Acting City Clerk

- Published on the following date:
- o Sentinel – Friday, December 14, 2018



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

ITEM: DISCUSSION/ACTION

Approve Resolution 22 18/19 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority

BACKGROUND:

The Public Project Revolving Funds is used to finance public projects such as law enforcement equipment. The Police Department would like to apply for possible funding assistance for the purchase of In-Car Camera System and Body Cameras to protect the officers and citizens as well as help the department run more efficiently and a Police Radio Repeater to increase the range of radio transmissions. Currently there are sections of the City that are not covered for radio transmissions.

STAFF RECOMMENDATION:

To Approve Resolution Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority

SUPPORT INFORMATION:

- Resolution 22 18/19

RESOLUTION NO. 22 18/19

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION
FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE
NEW MEXICO FINANCE AUTHORITY.**

WHEREAS, the City of Truth or Consequences ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the City Commission of the City of Truth or Consequences ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

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

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of Law Enforcement Equipment ("Project") for the benefit of the Governmental unit and its citizens; and

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

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
CITY OF TRUTH OR CONSEQUENCES :

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

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.

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

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSES APPROVED AND ADOPTED this _____ day of _____, 200__.

GOVERNING BODY

By _____
Authorized Officer

(Seal)

ATTEST:

Authorized Officer



H-1

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

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

BACKGROUND:

Black and Veatch has been working on behalf of Verizon to get antennas mounted on the painted water tank at the end of West 2nd Street. They have presented to the City Commission previously on 2/14/2018, 10/24/2018, and 11/14/2018, and have provided the City with their proposed terms. Having now completed their environmental and historical impact studies on the site, they have submitted the special use permit for mounting the antennas. At the City's request, Verizon additionally provided a third party Inter Modulation study from Sitesafe LLC dated 12/27/2018. It concluded that "no harmful interference is predicted as a result of Verizon Wireless' proposed collocation affecting the existing operations on this structure".

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

SUPPORT INFORMATION:

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



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

(Staff Use Only)
Case No

Related Case(s)

PLANNING APPLICATION FORM

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

CHECK APPLICATION TYPE(S) REQUESTED:

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

PROJECT SUMMARY:

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

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

Please see attached

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

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

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

Total Net Lot Area: _____

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

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

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

Proposed Zoning Designation: **n/a**

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

Surrounding Uses: North: **City Use**

South: **City Use/Commercial**

East: **Residential**

West: **Residential**

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

PLANNING APPLICATION FORM -page 2

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

Property Owner's Signature: _____ Date: _____

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

ARCHITECT Name: _____ Telephone No.: _____

Address: _____ Fax No.: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ E-mail Address: _____

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

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

City: Albuquerque State: NM Zip Code: 87109

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

APPLICANT'S AGREEMENT:

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

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

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

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

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

IT IS SO AGREED:



Applicant's Signature

10/1/2018

Date

Anne- Marie (Amy) McKenzie

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

1	PROD TO EXCAVATION, CONTRACTOR SHALL CHECK THE AREA FOR UNDERGROUND FACILITIES
2	INFORMATION SHOWN BELOW FOR DEJECTION PURPOSES ONLY. ALL DATA GATHERED FROM PUBLIC RECORDS AND GENERATED FROM AERIAL IMAGES AND SITE VISITS. INFORMATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND SHOULD NOT BE USED FOR SURVEYING OR OTHER RELATED PURPOSES.

NOTE:
CONNECTION OF MOUNTS, CONDUITS AND ASSOCIATED EQUIPMENT WILL BE BY STUD WELDS. SEE DETAILS ON SHEET S1.

NEW LESSEE
UNDERGROUND
CONDUIT ENTRY,
SEE DETAIL



4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

THESE DRAWINGS AND SPECIFICATIONS ARE COPYRIGHT PROTECTED AND THE SOLE PROPERTY OF A STRUCTURAL PARTNERS AND PRODUCED FOR THE USE OF OUR CLIENT. ANY REPRODUCTION OR USE OF THE INFORMATION CONTAINED HEREIN, SAID DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF A STRUCTURAL PARTNERS.

DESIGNED BY:

J5 INFRASTRUCTURE PARTNERS

AZ - CA - CO - ID - NM - NV - TX - UT

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	08/20/18	SS	EVR

4/20/78

ERIC V. RAWLINS
NEW MEXICO
21454
SOCIAL ENGINEER

NM3 BEAVERVILLE
EXISTING 62'-0" WATER TANK
COLOCATION COMMUNICATION SITE

END OF W. 2ND ST
TRUTH OR CONSEQUENCES, HAD

ENLARGED
SITE PLAN

8/20/2018 11:28 AM

Spec. Month. C2



NM3 BEAVERVILLE

PUBLIC RECORD PARCEL NO. 3022078190410

END OF W. 2ND ST

TRUTH OR CONSEQUENCES, NM

SIERRA COUNTY

EXISTING 62'-0" WATER TANK

COLOCATION COMMUNICATION SITE

5 INFRASTRUCTURE
AZ - CA - CO - ID - NM - NV - TX - UT

NEW ANTENNA COORDINATES:	
RED 331	330754.632
RED 332	1071511.632
RED 333	3313184222M
RED 334	107253231W
RED 335	4.383.5
RED 336	4.383.5

PROJECT DESCRIPTION:
THIS PROJECT CONSISTS OF THE FOLLOWING:
INSTALLATION
• TWO (2) NEW OUTDOOR EQUIPMENT CABINETS ON CONCRETE PAD
• TWO (2) NEW ANTENNAS
• SIX (6) NEW RPT. UNITS
• FIVE (5) NEW MAIN OVP UNITS
• THREE (3) NEW HYBRID CABLES
• SIX (6) NEW ANTENNA MOUNTS
• NEW VERTICAL CONDUIT

PROJECT NAME	NM3 BEAVERVILLE EXISTING 62'-0" WATER TANK COLOCATION COMMUNICATION SITE
PROJECT ADDRESS	END OF W. 2ND ST TRUTH OR CONSEQUENCES, NM SIERRA COUNTY
SHEET TITLE	TITLE SHEET
SHEET NUMBER	T1
DATE	9/20/2018 11:28 AM

PROPERTY OWNER	CITY OF TRUTH OR CONSEQUENCES CONTACT: ROBERT TRAVIS, CITY BUILDING INSPECTOR PHONE: 505-237-4884 EXT. 330 EMAIL: rtravis@truthorconsequences.com
JURISDICTION	CITY OF TRUTH OR CONSEQUENCES
PUBLIC RECORD PARCEL NO.	3022078190410
OCCUPANCY CLASSIFICATION	U - UTILITY & MISC.
TYPE OF CONSTRUCTION	TYPE II-B



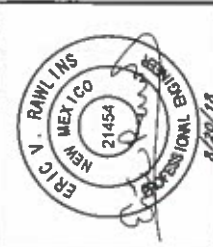
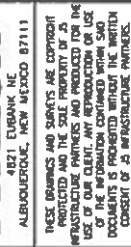
VICINITY MAP
SCALE: 1" = 100'
NORTH

GENERAL PROJECT NOTES: 1. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HIMSELF WITH THE SCOPE OF WORK AND ALL CONDITIONS AFFECTING THE NEW PROJECT. 2. ALL REVISIONS TO THE CONTRACT SHALL BE MADE IN WRITING BY A REPRESENTATIVE OF THE CITY OF TRUTH OR CONSEQUENCES. ANY CHANGES TO THE CONTRACT SHALL BE APPROVED BY THE CITY OF TRUTH OR CONSEQUENCES BEFORE, DURING, OR AFTER CONSTRUCTION. 3. ALL FIELD COMMUNICATIONS BEFORE, DURING, OR AFTER CONSTRUCTION SHALL BE APPROVED IN WRITING BY A REPRESENTATIVE OF THE CITY OF TRUTH OR CONSEQUENCES. 4. INSTALL ALL EQUIPMENT AND MATERIALS PER THE MANUFACTURER'S RECOMMENDATIONS, U.N.O. 5. NOTIFY VERIZON, IN WRITING, OF ANY MAJOR DISCREPANCIES REGARDING THE CONTRACT DOCUMENTS, INCLUDING CONDITIONS AND DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ADJUSTING THE BID ACCORDINGLY. 6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND SCHEDULING. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING THE CONSTRUCTION TO THE SATISFACTION OF A VERIZON REPRESENTATIVE. 7. REPRESENTATIVE IS RESPONSIBLE FOR RED-LINKING THE CONSTRUCTION PLANS TO ILLUSTRATE THE AS BUILT CONDITION OF THE SITE. FOLLOWING THE FINAL INSPECTION BY VERIZON, THE CONTRACTOR SHALL PROVIDE VERIZON WITH ONE COPY OF ALL RED-LINKED DRAWINGS. 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ADJUSTING THE BID ACCORDINGLY. 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ADJUSTING THE BID ACCORDINGLY.	ECC COMPLIANCE: RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.	ADA COMPLIANCE: THIS FACILITY IS UNHANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES.
--	--	---

PROJECT INDEX: APPENDIX 4821 EUBANK NE ALBUQUERQUE, NM 87111 CONTACT: JEFF DEWALT PHONE: 505-250-0004 EMAIL: jdwalt@verizon.com ADDRESS: 4821 EUBANK NE ALBUQUERQUE, NM 87111 CONTACT: JEFF DEWALT PHONE: 505-250-0004 EMAIL: jdwalt@verizon.com ADDRESS: 4821 EUBANK NE ALBUQUERQUE, NM 87111 CONTACT: JEFF DEWALT PHONE: 505-250-0004 EMAIL: jdwalt@verizon.com ADDRESS: 4821 EUBANK NE ALBUQUERQUE, NM 87111	ABBREVIATED LEGAL DESCRIPTION: SITUATE WITHIN WATERPOWERS PARCELS, BLOCK 80, TOWNSHIP 14N, RANGE 12E, SIERRA COUNTY, NEW MEXICO
--	---

SHEET INDEX:	
SHEET	TITLE
11	TITLE SHEET
SP1	SP-1 COLOCATION SHEET
PS1	PHOTO SHEET
SU1	SITE SURVEY
SU2	SITE SURVEY
SU3	SITE SURVEY
SU4	SITE SURVEY
SU5	SITE SURVEY
SU6	SITE SURVEY
SU7	SITE SURVEY
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SU98	SITE SURVEY
SU99	SITE SURVEY
SU100	SITE SURVEY

GENERAL PROJECT NOTES:	
1.	CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRIERS AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY BARRIERS AND REPAIR ALL DAMAGE TO PROPERTY ON THE SITE CAUSED BY THIS CONSTRUCTION. THE COST OF REPAIR IS THE CONTRACTOR'S RESPONSIBILITY.
2.	WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.
3.	THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE PRIOR TO ORDERING ANY MATERIALS OR CONDUCTING ANY WORK.
4.	EXCESS SOIL MATERIAL AND DEBRIS CAUSED BY THIS CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
5.	CONTRACTOR SHALL MAKE ADJUSTMENTS TO GRADING ELEVATIONS AS NECESSARY TO MAINTAIN CORRELATION WITH CONSTRUCTION LAYOUT AREA WITH THE PROPERTY OWNER.
6.	CONSTRUCTION LAYOUT AREA SHALL BE FENCED-IN WITH TEMPORARY (45 DAY) CONSTRUCTION FENCE. THE TEMPORARY FENCE SHALL BE CONSTRUCTED OF 6' HIGH CHAIN LINK FENCE AND IS TO BE REMOVED AT THE END OF CONSTRUCTION. LAYOUT AREA IS TO BE RESTORED TO ITS ORIGINAL CONDITION AFTER FENCE REMOVAL.
7.	SURVEY INFORMATION SHOWN WAS CREATED FROM RECORDED INFORMATION AND DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY.
8.	THESE PLANS DO NOT ADDRESS THE SAFETY AND STABILITY OF THE STRUCTURE DURING ASSEMBLY AND ERECTION, WHICH ARE THE RESPONSIBILITY OF THE ERECTOR, BASED ON THE MEANS AND METHODS CHOSEN BY THE ERECTOR.
9.	NEW EQUIPMENT COMPONENT SHALL BE COVERED W/ 4" CRUSHED ROCK INSTALLED OVER CLIENT-APPROVED WELD BARRIER MATERIAL (IF APPLICABLE).
GENERAL CONTRACTOR NOTES:	
1.	THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK DEFINED UNDER THE REQUEST FOR PROPOSAL (RFP) FOR THIS PROJECT AND ALL ASSOCIATED ATTACHMENTS AND DOCUMENTS PROVIDED. THE RFP AND ALL ASSOCIATED DOCUMENTS SHALL DEFINE THE COMPLETE PROJECT SCOPE OF WORK AND IS SOLELY RESPONSIBLE FOR ALL WORK. ALL DOCUMENTS INCLUDED WITHIN THE PROJECT REQUEST FOR PROPOSAL ARE REQUIRED FOR THE COMPLETE PROJECT SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK (EQUIPMENT, MATERIAL, INSTALLATION, TESTING, ETC.) INDICATED ON ALL DOCUMENTS. THE RFP, VERSION NETWORK STANDARDS AND DRAWINGS SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL FOLLOW THE FORMAT OF THE SPECIFICATIONS AND DRAWING NUMBERING PER DISCIPLINE IS NOT INTENDED TO IMPLY SEGREGATION OF SUB CONTRACTOR WORK. CONTRACTOR SHALL ASSIGN ALL SUB CONTRACTOR WORK AND WORK WILL NOT ACCEPT ANY CHANGE ORDERS FOR INTERNAL CONTRACTOR WORK ASSIGNMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRIBUTING ALL RFP DOCUMENTS TO THE SUB CONTRACTORS. ALL RFP DOCUMENTS SHALL BE MAINTAINED WITHIN THE PROJECT SCOPE OF WORK. PARTIAL SUB CONTRACTOR DOCUMENT PACKAGES ARE HIGHLY DISCOURAGED. IN THE EVENT OF A CONFLICT BETWEEN THE DRAWINGS, SPECIFICATIONS, REFERENCED STANDARDS, VERSION STANDARDS, OR AGREEMENT TERMS AND CONDITIONS OF THE ARCHITECT/ENGINEER SHALL BE CONTACTED FOR FORMAL INTERPRETATION OF THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE REQUIRED DETAILED AND EXTENSIVE INTERPRETATION. ANY WORK INSTALLED IN CONFLICT WITH THE ARCHITECT/ENGINEER INTERPRETATIONS SHALL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO VERSION.
2.	ALL ANTENNAS MUST BE PW TESTED WITHIN 48 HOURS OF THEM BEING RECEIVED BY VERSION CONSTRUCTION ENGINEER AND EQUIPMENT ENGINEER WITHIN THE SAME 48 HOURS. IF YOU MISS THE 48HR TIMEFRAME AND THE ANTENNAS DO NOT PASS UPON INSTALLATION, YOUR COMPANY WILL BE CHARGED FOR THE COST OF THE ANTENNAS FOR REPLACEMENT. RECEIVED PROPERLY TO THE VEHICLE OR TRAILER. VERSION WILL PASS ALONG THE COST OF ANY REPLACEMENTS DUE TO DAMAGE OR LOSS WHENEVER IT IS NEW OR USED.
4.	ALL VENDORS ARE REQUIRED TO SHOW UP TO THE DC IN TEMPLE OR DELTA/PWG COMMUNICATIONS, OR BROKEN AROUND IN MM WITH ENCLOSED TRANSPORTATION FOR ALL ELECTRONICS.
ANTENNA, MOUNTS & HARDWARE INSTALLATION NOTES:	
1.	CONTRACTOR TO INSTALL ANTENNAS, MOUNTS AND TOWER HARDWARE PER MANUFACTURER'S RECOMMENDATIONS (OR AS REQUIRED BY THE OWNER/PROVIDER).
2.	ALL BOLTS SHALL BE TIGHTENED PER ASIC REQUIREMENTS (SEE STEEL NOTES).
3.	ANY GALVANIZED SURFACES THAT ARE DAMAGED BY ABRASIONS, CUTS, DRILLING OR FIELD WELDING DURING SHIPPING OR ERECTION SHALL BE TOUCHED-UP WITH TWO COATS OF ZINC GALVANIZING COMPOUND MEETING THE REQUIREMENTS OF ASTM A780.
4.	ALLWAYS, BE OBTAINED AN APPROVED CLIMBING A CLIMBING DEVEL. WORKERS SHALL ALWAYS BE OBTAINED AN APPROVED CLIMBING A CLIMBING DEVEL. WORKERS SHALL
5.	SEE ALSO GENERAL ANTENNA NOTES ON SHEET RFI (IF APPLICABLE).



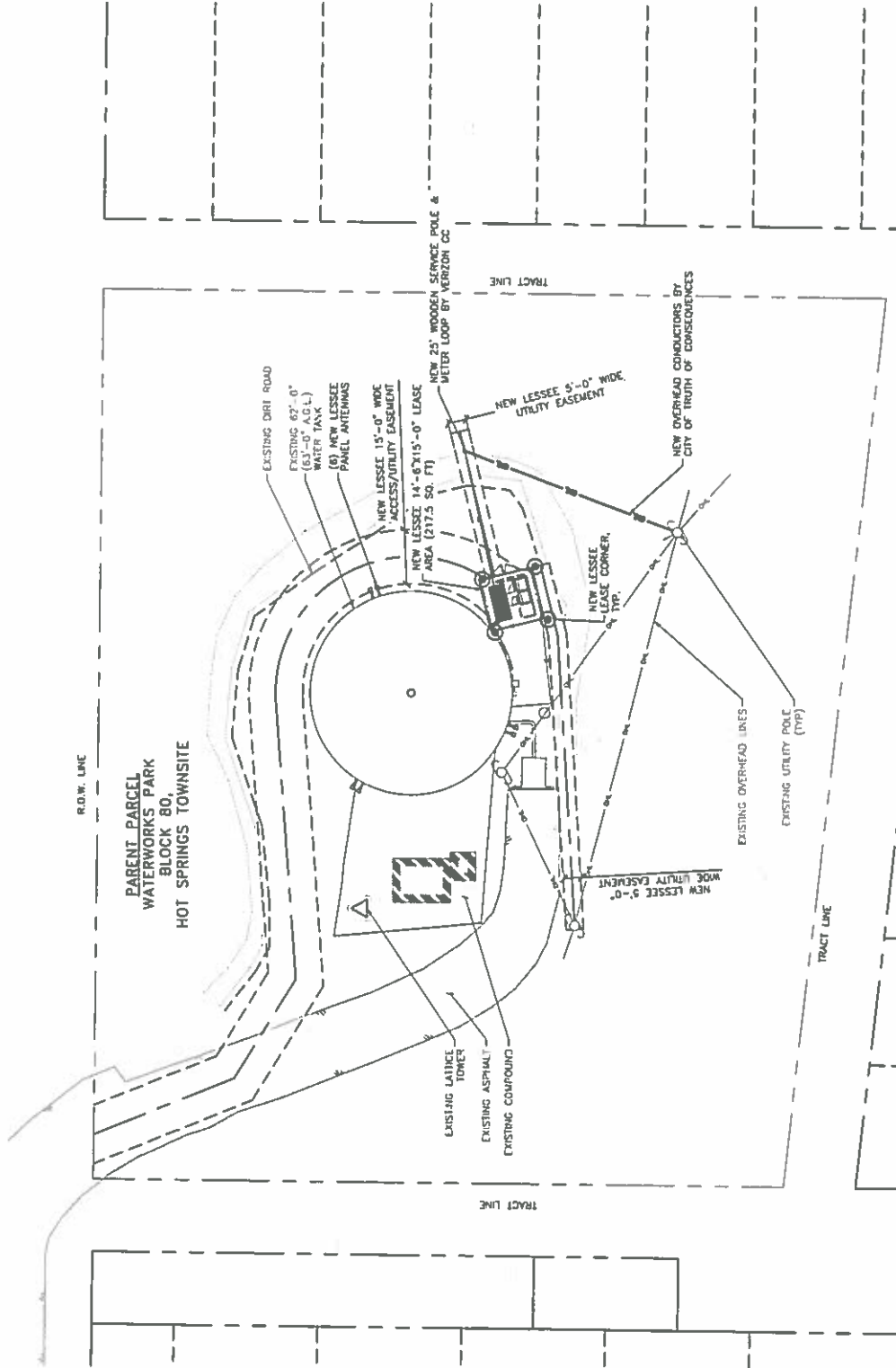
PROJECT NAME: NM3 BEAVERVILLE
EXISTING 62'-0" WATER TANK
COLOCATION COMMUNICATION SITE

PROJECT ADDRESS:	END OF W. 2ND ST TRUTH OR CONSEQUENCES, NM SIERRA COUNTY
SHEET NO.:	

SITE PLAN

SAC DATE: 8/20/2018 11:28 AM

20-817 MOUNTAIN	C1
-----------------	----



30'-0" 0 6' 18' 30'-0"

SITE PLAN

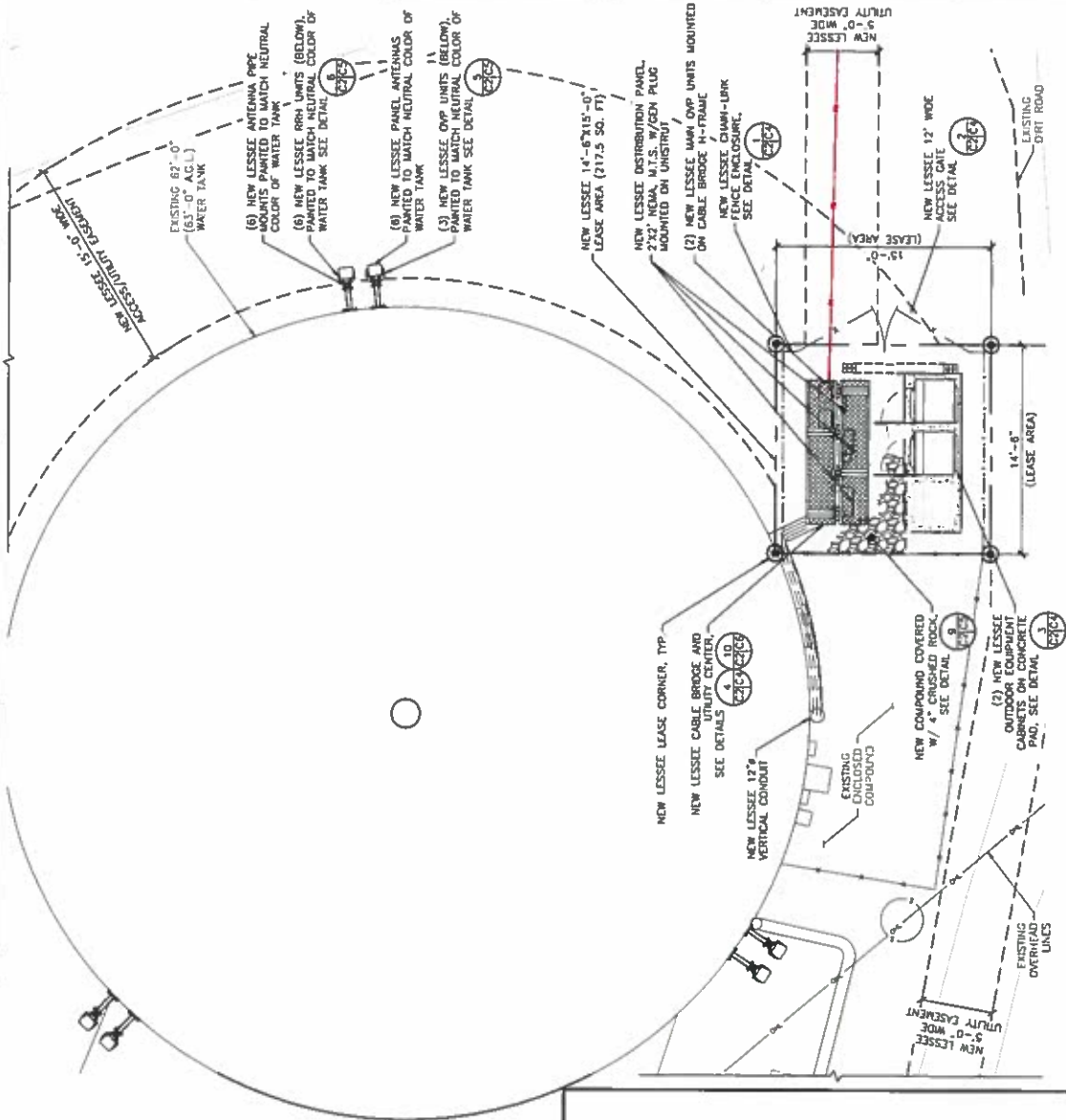
NORTH

SCALE: 1" = 30'-0"

1	PRIOR TO EXCAVATION, CONTRACTOR SHALL CHECK THE AREA FOR UNDERGROUND FACILITIES.
2	INFORMATION SHOWN BELOW FOR DEPICTION PURPOSES ONLY. ALL DATA GATHERED FROM PUBLIC RECORDS AND GENERATED FROM AERIAL IMAGES AND SITE VISITS. INFORMATION DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY AND SHOULD NOT BE USED FOR SURVEYING OR OTHER RELATED PURPOSES.

CONNECTION OF MOUNTS, CONDUITS AND ASSOCIATED EQUIPMENT WILL BE BY STUD WELDS, SEE DETAILS ON SHEET 51.

Architectural floor plan of the first floor of a building. The plan shows a central corridor with a cross-hatched pattern, flanked by rooms. On the left, there are two rooms labeled "2'-10"". On the right, there are two rooms labeled "11'-0" CONC." and "2'-0"". The top of the plan shows a "NEW LESSEE UNDERGROUND CONDUIT ENTRY SEE DETAIL" with a circular detail callout. Dimensions are given in feet and inches. A "TRP" (trap) is indicated near the bottom left. The plan is oriented with North at the top.



ENLARGED SITE PLAN



verizon

4871 EUBANK ME
ALBUQUERQUE, NEW MEXICO 87111

JS INFRASTRUCTURE
AZ - CA - CO - ID - NM - NV - TX - UT

PROJECT NAME: NM3 BEAVERVILLE
EXISTING 62'-0" WATER TANK
COLLOCATION COMMUNICATION SITE

PROJECT ADDRESS:
END OF W. 2ND ST
TRUTH OR CONSEQUENCES, NM
SIERRA COUNTY

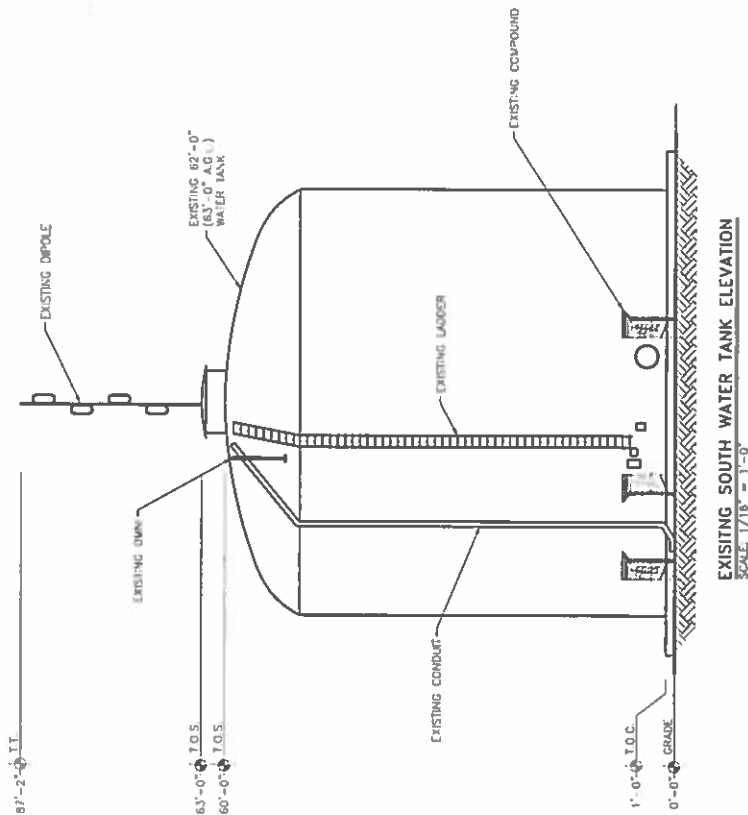
ENLARGED
SITE PLAN

8/20/2018 11:28 AM

C2

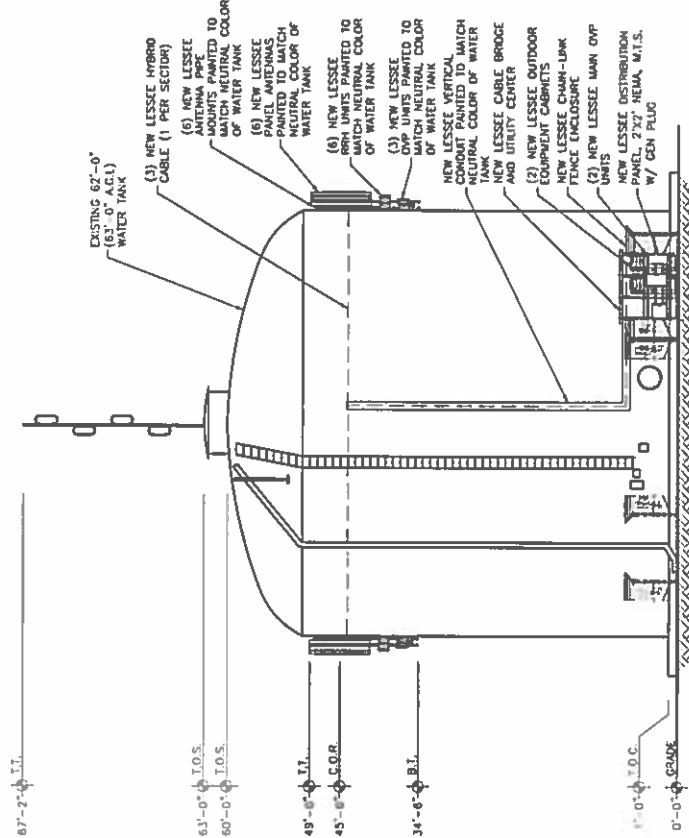
KEY:

CONNECTION OF MOUNTS, CONDUITS AND ASSOCIATED EQUIPMENT WILL BE BY STUD WELDS, SEE DETAILS ON SHEET 51



EXISTING SOUTH WATER TANK ELEVATION
SCALE: 1/16" = 1'-0"

SCALE: 1/16" = 1'-0"



NEW SOUTH WATER TANK ELEVATION

NEW SOUTH WALES
STATE: 1/18 = 1-0

KEY:	
C.O.R. =	CENTER OF RADIATION
I.O.S. =	TOP OF STRUCTURE
I.L. =	TOP 1/4" LEVEL
I.O.C. =	TOP OF CONCRETE

Discussion

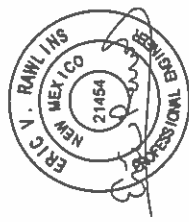


4821 EURBANK MC
ALBUQUERQUE NEW MEXICO 87111

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JS INFRASTRUCTURE P A R T N E R S
AZ - CA - CO - ID - NM - NV - TX - UT

0	APPROVED FOR CONSTRUCTION	DATE	BY	CHK	DB/20/18	SB	EVH



8/20/18

NM3 BEAVERVILLE
EXISTING 62'-0" WATER TANK
COLOCATION COMMUNICATION SITE

PROJECT ADDRESS:
END OF W. 2ND ST
TRUTH OR CONSEQUENCES, NM
SIERRA COUNTY

7706

ELEVATIONS

DATE: 11/28/2018 11:28 AM

23

SECRET

CHAIN-LINK FENCE GATE

(1) CHAIN-LINK FENCE GATE
SCALE: R.T.S.

(2) CHAIN-LINK ACCESS GATE DETAIL
SCALE: R.T.S.

CHAIN-LINK GATE/FENCE SPECIFICATIONS:	
(INSTALL FENCING PER ASTM F287 / SWING GATES PER ASTM F200)	NOTES:
GATE POST	4.500" O.D. SCHEDULE 40 PIPE FOR GATE WIDTHS UP TO 6 FEET, PER ASTM F1083.
LINE POST	2.375" O.D. SCHEDULE 40 PIPE PER ASTM F1083. 10'-0" MAX. SPACING BETWEEN POSTS.
CORNER POST	3.500" O.D. SCHEDULE 40 PIPE PER ASTM F1083.
TOP RAIL/PULL BAR	1.375" O.D. SCHEDULE 40 PIPE PER ASTM F1083.
GATE FRAME	1.375" O.D. SCHEDULE 40 PIPE, PER ASTM F1083.
GATE LATCH	1.375" O.D. PLUNGER ROD W/ MUSHROOM TYPE CATCH AND LOCK.
FABRIC	9 GA. COPE WIRE SIZE 2" MESH, CONFORMING TO ASTM A392.
TIE WIRE	CHC GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION RODS TWO RINGS SPACED MAX. 24" INTERVALS.
TENSION WIRE	7 GA. GALVANIZED STEEL.
BARBED WIRE	DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA. 4 PI. BARS SPACED ON APPROXIMATELY 5' CENTERS.

POST & FENCE PIPE SIZES ARE FENCE INDUSTRY STANDARD. ALL PIPE TO BE GALV. (HOT-DIP, ASTM A170 GRADE "A" STEEL). CROSS BRACE ALL POSTS EXCEPT INTERMEDIATES.

CONTRACTOR TO INSTALL (2) GATE HOLDBACKS TO HOLD GATE OPEN DURING USE.

LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENTS SHALL BE COMPLIED WITH IF REQUIRED.

9 COMPOUND SECTION
C7C5 SCALE: N.T.S.

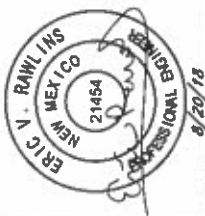
SECOND FLOOR



4821 EUBANK, NE
ALBUQUERQUE, NEW MEXICO 87111

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J5 INFRASTRUCTURE	
AZ-CA-CO-ID-NM-NV-TX-UT	
REV	DESCRIPTION
01	DATE
02	DATE
03	DATE
04	DATE
05	DATE
06	DATE
07	DATE
08	DATE
09	DATE
10	DATE



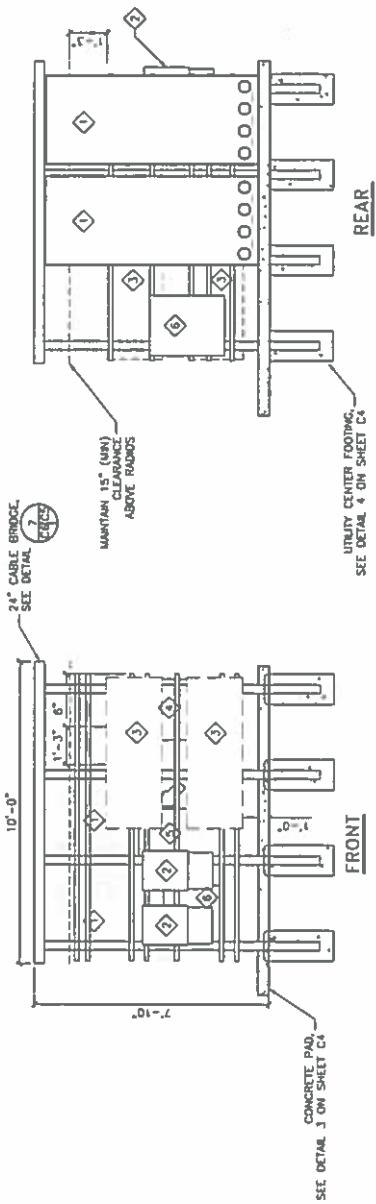
PROJECT NAME: NM3 BEAVERVILLE
EXISTING 62'-0" WATER TANK
COLLOCATION COMMUNICATION SITE

PROJECT ADDRESS: END OF W. 2ND ST
TRUTH OR CONSEQUENCES, NM
SIERRA COUNTY

SHEET TITLE: SECTIONS & DETAILS

SHEET NUMBER: C6

LEGEND	
1	SINGLE BAY EQUIPMENT CABINET
2	(2) OMP-12 UNITS
3	RESERVED SPACE FOR FUTURE GROUND RADIOS
4	DISTRIBUTION PANEL
5	M.T.S. W/ GEN PLUG
6	2'X2' MEDIA BOX



UTILITY CENTER - ELEVATION DETAIL

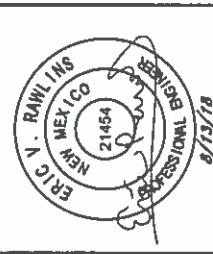
DESIGNED FOR:



48711 EUBANK NE
ALEXANDRIA, NEW MEXICO 87111

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J.S. INFRASTRUCTURE	
AZ-CA-CO-ID-NM-NV-TX-UT	
REV	DESCRIPTION
0	APPROVED FOR CONSTRUCTION
DATE	DATE
BY	BY
CHK	CHK
APP	APP



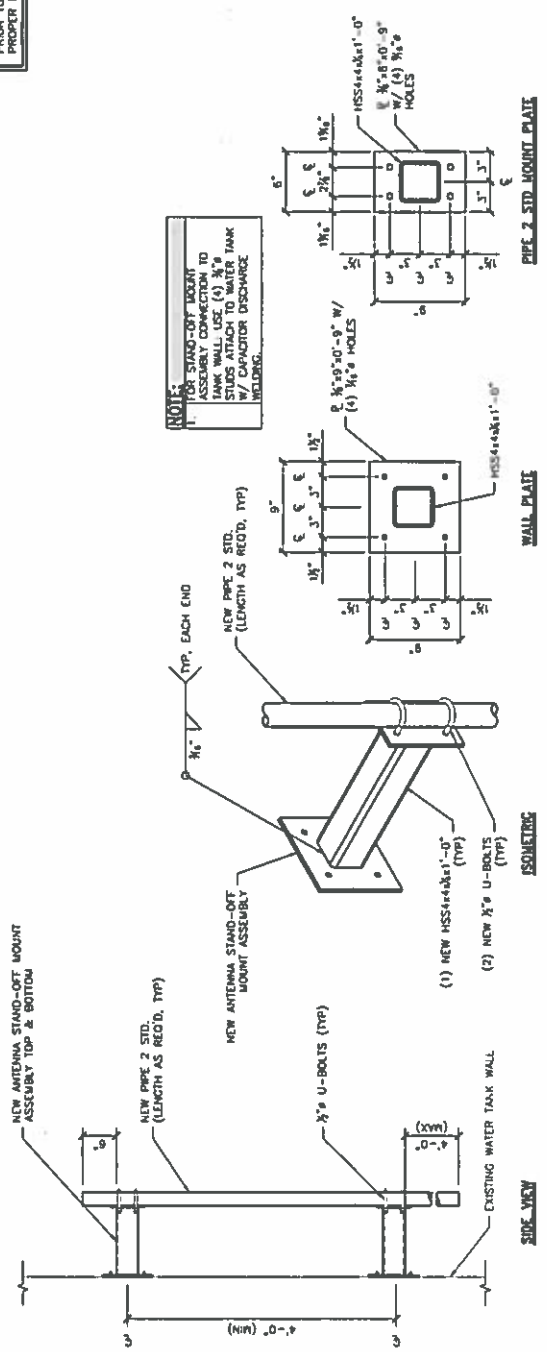
PROJECT NAME:
NM3 BEAVERVILLE
EXISTING 59'-0" WATER TANK
COLOCATION COMMUNICATION SITE

PROJECT ADDRESS:
END OF W. 2ND ST
TRUTH OR CONSEQUENCES, NM
SIERRA COUNTY

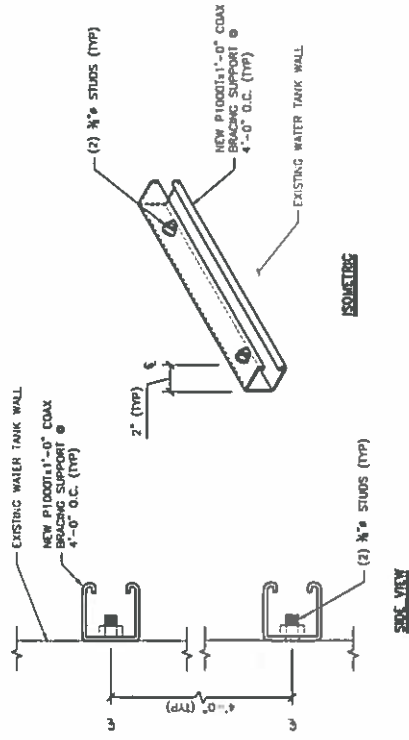
SHEET TITLE:
ANTENNA & CABLE
MOUNT DETAILS

SHEET NUMBER:
S1

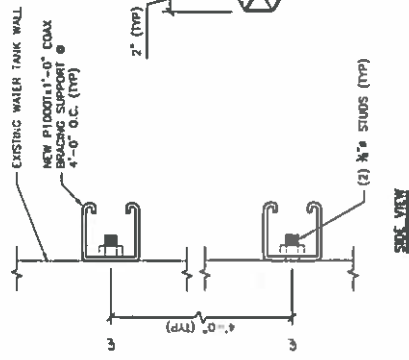
FIT-UP NOTE:
CONTRACTOR TO FIELD VERIFY DIMENSIONS
PRIOR TO FABRICATION IN ORDER TO COMPLY
PROPER FIT BASED ON EXISTING CONDITIONS




ANTENNA STAND-OFF MOUNT ASSEMBLY
SCALE: 1"=1'-0"



P1000 UNISTRUT TO TANK WALL CONNECTION
SCALE: NTS





4871 EUBANK, NE
ALBUQUERQUE, NEW MEXICO 87111

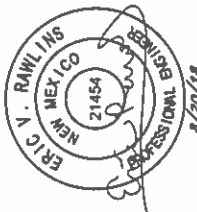
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J5 INFRASTRUCTURE

AZ - CA - CO - ID - NM - NV - TX - UT

DESIGNED BY: 68

REV	DESCRIPTION	DATE	BY	CHK
01	APPROVED FOR CONSTRUCTION	08/20/18	SB	ENR



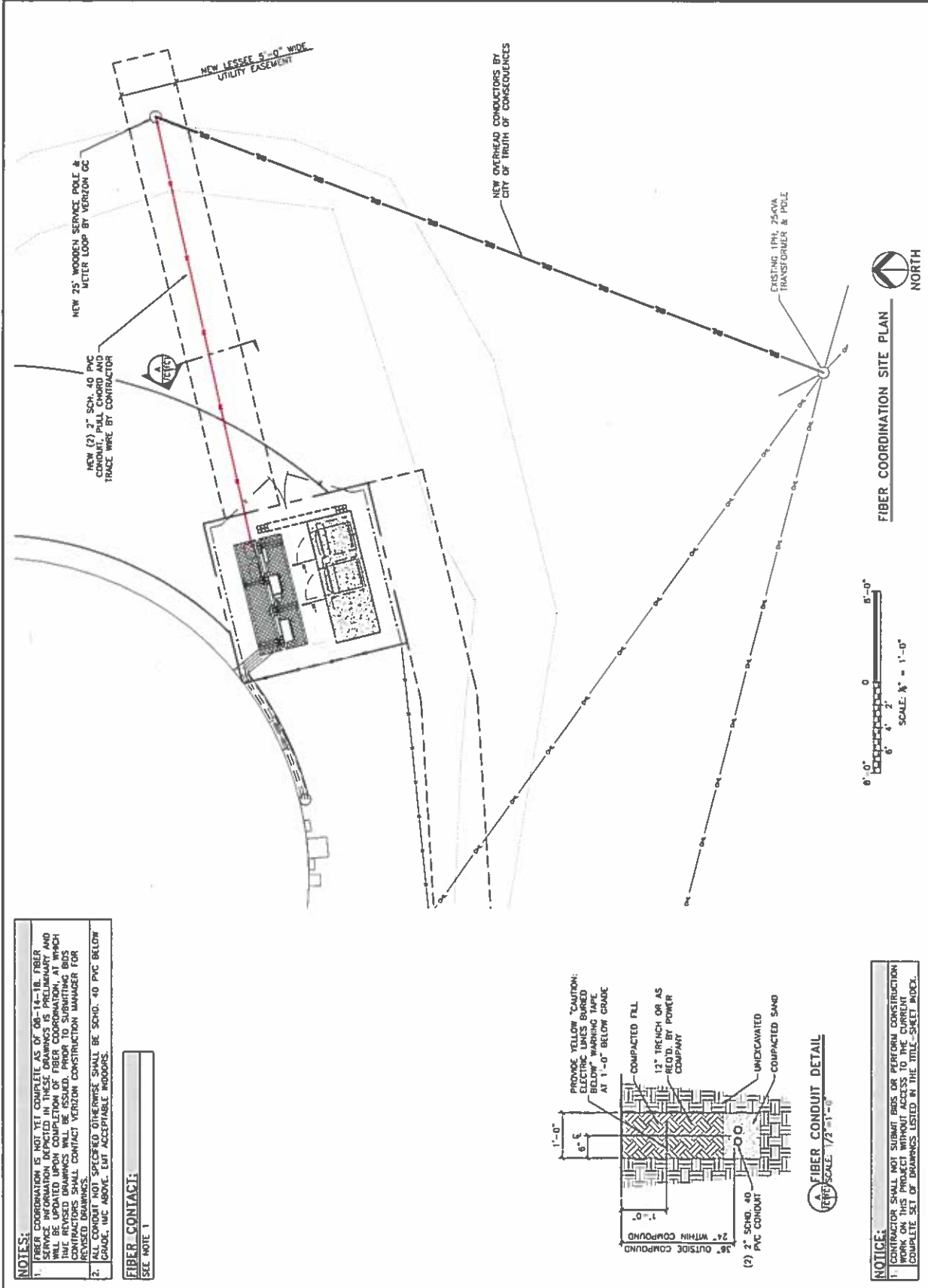
PROJECT NAME:
**NM3 BEAVERVILLE
EXISTING 62'-0" WATER TANK
COLOCATION COMMUNICATION SITE**

PROJECT ADDRESS:
**END OF W. 2ND ST
TRUTH OR CONSEQUENCES, NM
SIERRA COUNTY**

SHEET TITLE:
**FIBER COORDINATION
PLAN**

SHEET NUMBER:
FC1

DATE:
8/20/2018 11:28 AM

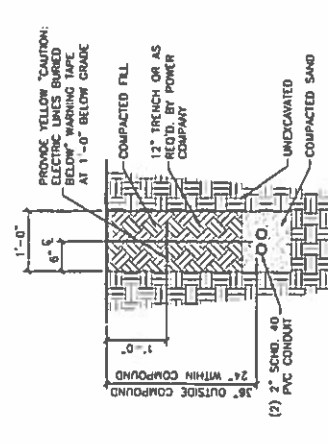


NOTES:

- FIBER COORDINATION IS NOT YET COMPLETE AS OF 08-14-18. FIBER COORDINATION WILL BE COMPLETED BY 08-21-18. FIBER COORDINATION WILL BE UPDATED UPON COMPLETION OF FIBER COORDINATION, AT WHICH TIME REVISED DRAWINGS WILL BE ISSUED. PRIOR TO SUBMITTING BIDS CONTRACTORS SHALL CONTACT VERIZON CONSTRUCTION MANAGER FOR REVISED DRAWINGS. CONTRACTORS SHALL BE 5'-0\"/>

FIBER CONTACT:

SEE NOTE 1



NOTICE:

CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION UNLESS THIS DRAWING IS PRODUCED WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE SHEET BLOCK.

GENERAL ELECTRICAL NOTES

1. CONTRACTOR SHALL COMPLY WITH UTILITY'S ELECTRICAL SERVICE SPECIFICATIONS, OBTAIN A COPY AS NEEDED.
2. THE ELECTRICAL INSTALLATION WORK SHALL COMPLY WITH ALL LOCAL ELECTRICAL CODES, LAWS AND ORDINANCES APPLICABLE TO ELECTRICAL WORK.
3. ARC FLASH HAZARD WARNING SIGNS:
PER NEC ARTICLE 110.16 EACH OF THE FOLLOWING DEVICES SHALL HAVE A PERMANENT LABEL OR SIGN ATTACHED WARNING QUALIFIED PERSONNEL OF THE POSSIBLE HAZARD OF EXPOSURE TO ELECTRICAL ARC FLASHES. THE LABELS SHALL BE PLACED IN THE FOLLOWING LOCATIONS: TRANSFORMERS, DOWN-STREAM OR SERVICE EQUIPMENT, TRANSFER SWITCHES, DISTRIBUTION PANEL BOARDS, AND OTHER DEVICES THAT ARE INSTALLED AND ARE SPECIFIED IN NEC ARTICLE 110.16. THIS LABEL SHALL BE PLACED IN THE CURRENT REGION OF EACH SWITCH SPECIFIED IN THE CURRENT REGION OF EACH SWITCH.
4. CONTRACTOR SHALL VISIT SITE AND VERIFY EXISTING CONDITIONS BEFORE BEGINNING WORK.
5. ALL MATERIAL AND EQUIPMENT FURNISHED AND INSTALLED UNDER THIS CONTRACT SHALL BE NEW, FREE FROM DEFECTS, AND SHALL BE ACCEPTED BY OWNER OR HIS REPRESENTATIVE. SHOULD ANY TROUBLE DEVELOP DURING THIS PERIOD DUE TO FAULTY WORKMANSHIP, MATERIAL OR EQUIPMENT, THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS AND LABOR TO CORRECT THE DEFECTS.
6. ALL WORK TO BE EXECUTED IN A WORKMANLIKE MANNER AND SHALL PRESENT A NEAT MECHANICAL APPEARANCE WHEN COMPLETED.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING RELATED TO ELECTRICAL WORK.
8. ALL BRANCH CIRCUIT CONDUCTORS SHALL BE COPPER TYPE "TH," #12, AND #10 SOLID, #8 AND LARGER STRANDED.
9. CONTRACTOR SHALL FURNISH AS-BUILT DRAWINGS TO THE VERIZON WIRELESS PROJECT MANAGER UPON COMPLETION OF THE JOB.
10. CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE THE WORK. THIS INCLUDES BUT NOT LIMITED TO: COMPLETE ELECTRICAL SYSTEMS POWER AND LIGHTING, TELEPHONE CONDUIT SYSTEM, SIGNAL SYSTEMS, PANELBOARDS(S), CONTROL WIRING, GROUNDING, CONDUIT ONLY SYSTEMS, ETC., AS INDICATED ON ELECTRICAL DRAWINGS AND/OR REQUIRED BY GOVERNING CODES.
11. PRIOR TO INSTALLING ANY ELECTRICAL WORK, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL ELECTRICAL INSPECTOR AND ARCHITECTURE AND ENGINEERING SUPPLIER'S DRAWINGS. SHOULD THERE BE ANY QUESTIONS OR PROBLEMS CONCERNING THE NECESSARY PROVISIONS TO BE MADE, PROPER DIRECTIONS FROM THE VERIZON WIRELESS PROJECT MANAGER SHALL BE OBTAINED BEFORE PROCEEDING WITH ANY WORK.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ELECTRICAL SERVICE REQUIREMENTS AND COORDINATE ALL INTERCONNECTION REQUIREMENTS WITH LOCAL UTILITY AS NECESSARY.
13. THE NOTIC, SPECIFICATION OR CODE WHICH PRESCRIBES AND REQUIRES THE NEAREST STANDARD OF PERFORMANCE SHALL PREVAIL IN THE EVENT OF CONFLICT OR DISCREPANCY BETWEEN ITEMS SHOWN ON THE PLANS AND/OR SPECIFICATIONS.
14. THE CONTRACTOR SHALL FURNISH AND PAY FOR ALL PERMITS AND RELATED FEES.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMANCE WITH THE NATIONAL ELECTRICAL CODE, STATE OF NEW MEXICO ELECTRICAL SAFETY ORDERS, ALL CODES AND ORDINANCES AND ALL OTHER APPLICABLE ELECTRICAL REQUIREMENTS.
16. NETWORK-POWERED BROADBAND COMMUNICATIONS EQUIPMENT AND CABLES SHALL BE LISTED AND MARKED IN ACCORDANCE WITH NEC 830.179 (A) OR (B).
17. PREMISES - POWERED BROADBAND COMMUNICATIONS SYSTEMS EQUIPMENT & CABLES SHALL BE LISTED AND MARKED IN ACCORDANCE WITH NEC 840.179.

NOTICE:

1. CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

GENERAL GROUNDING NOTES:

1. CONTRACTOR TO COMPLY WITH VERIZON WIRELESS CELL SITE GROUNDING & BONDING SPECIFICATIONS. IN THE EVENT THAT DRAWINGS CONFLICT WITH BONDING SPECIFICATIONS, THE MORE STRINGENT SPECIFICATIONS SHALL PREVAIL.
2. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION AND MOUNTING MAY VARY DUE TO SITE SPECIFIC CONDITIONS, BUT GROUND MAY BE REQUIRED.
3. GROUND RODS SHALL BE COPPER CLAD STEEL 3/8" x 8' LONG.
4. INSTALL GROUND AND BONDING CONDUCTORS WITH SUFFICIENT SLACK TO AVOID BREAKING DUE TO SETTLEMENT AND MOVEMENT OF CONDUCTORS AT ATTACHED POINTS.
5. RESISTANCE TO GROUND SHALL NOT EXCEED 3 OHMS MEASURED. ADDITIONAL GROUNDING SHALL BE PROVIDED TO ACHIEVE THIS REQUIREMENT. WHERE MULTIPLE RODS ARE INSTALLED THEY SHALL BE SPACED BETWEEN 8 AND 18 FEET APART.
6. ALL GROUNDING CONDUCTORS SHALL BE U.L. LISTED FOR THEIR PURPOSE.
7. ALL GROUND CONNECTIONS TO GROUND BARS SHALL BE U.L. 487 LISTED, IRREVERSIBLE COMPRESSION TYPE.
8. ALL CONNECTIONS TO GROUND BARS SHALL BE COATED WITH ANTI-OXIDANT COMPOUND.
9. PROVIDE ONE TIME HIT 1 lb. HAMMER TEST ON ALL COWELDS.
10. ALL EXTERIOR GROUND BARS SHALL BE GALVANIZED STEEL.

DESIGNED FOR:



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J5 INFRASTRUCTURE	
AZ - CA - CO - ID - NM - NV - TX - UT	
REV	DESCRIPTION
0	PRELIMINARY - NOT FOR CONSTRUCTION
07/07/18	APPROVED FOR BUILDING PERMIT SUBMITTAL
07/08/18	DATE
BY	RC
SB	SB
LRP	LRP



PROJECT NAME:
NM3 BEAVERVILLE
EXISTING 36" WATER TANK
COLLOCATION COMMUNICATION SITE

PROJECT ADDRESS:
END OF W. 2ND ST
TRUTH OR CONSEQUENCES, NM
SIERRA COUNTY

SHEET TITLE:
ELECTRICAL & GROUNDING
GENERAL NOTES

SHEET NUMBER:
7/7/2018 6:04 PM

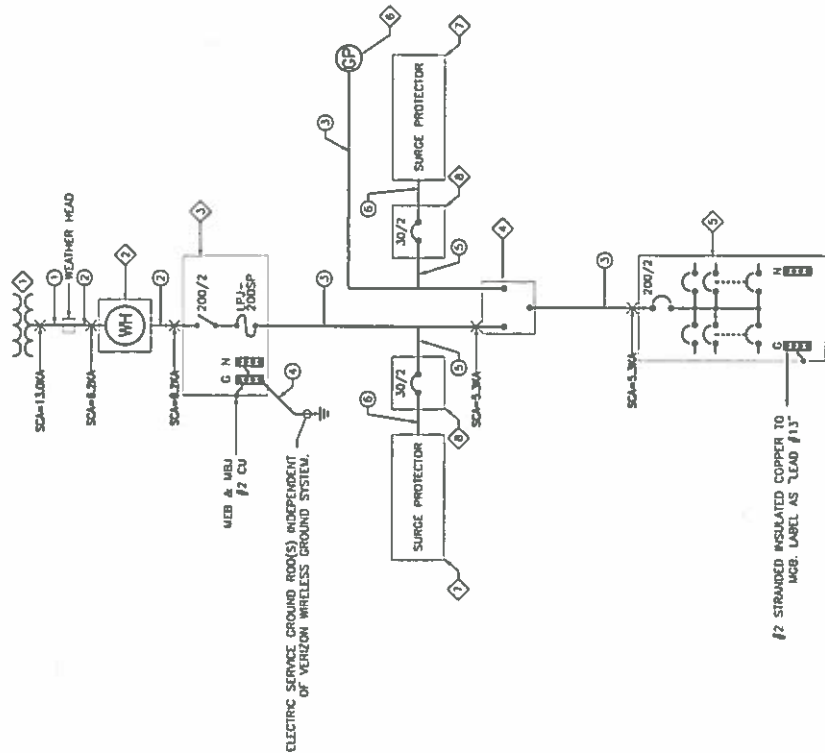
SHEET NUMBER:
E1

KEYED COMPONENT NOTES:

- | | |
|---|--|
| 1 | EXISTING 25KVA, 120/240V POLE MOUNTED TRANSFORMER. |
| 2 | NEW 200A METER, NEUA JR ACCEPTABLE TO UTILITY. |
| 3 | NEW 240V FUSED DISCONNECT 120/240V, 1Ø, 3W, NEUA JR, SQUARE D D224NRB OR EQUIVALENT. |
| 4 | NEW 240V NEUA JR MANUAL TRANSFER SWITCH, SQUARE D D0U224NRB OR EQUIVALENT BY CONTRACTOR. |
| 5 | NEW 240V 1Ø/3Ø 120/240V 3W MAIN DISTRIBUTION PANEL, SQUARE D D2400240U224NRB OR EQUIVALENT. |
| 6 | NEW 200A 600VAC APPROXIMATE GENERATOR PLUG GENERATOR PLUG NEUTRAL IS TO BE SHADY CONNECTED THROUGH TRANSFER SWITCH TO SERVICE NEUTRAL, MODEL AE200L34RS OR EQUIVALENT. |
| 7 | NEW SURGE PROTECTIVE DEVICE, AC DATA SYSTEMS MODEL A42080-V-Ø7 TO BE MOUNTED AS CLOSE TO M.T.S. INPUT AS PRACTICAL. |
| 8 | NEW 2P, 3ØA SURGE SUPPRESSOR CIRCUIT BREAKER. |

KEYED CONDUIT NOTES:

- (1) NEW OVERHEAD CONDUCTORS, BY POWER PROVIDER.
- (2) 2" C MINIMUM, (3) 3/4" THIN COPPER CONDUCTORS, BY CONTRACTOR.
- (3) 2" C MINIMUM, (3) 3/4" THIN COPPER CONDUCTORS, (1) #2 COPPER GROUND BY CONTRACTOR.
- (4) #2 B.C. TO (2) 3/4" x 8" LONG GROUND RODS. (BY CONTRACTOR)



NOTICE:

- CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

NOTES:

- | | |
|---|---|
| 1. | ALL CONDUIT NOT SPECIFIED OTHERWISE SHALL BE SCH40, 40 PWC BELOW GRADE, INAC ABOVE. ENT ACCEPTABLE HOOKUPS. |
| FAULT SUMMARY FOR COMB SITE: | |
| FAULT CALCULATIONS ARE BASED ON THE FOLLOWING ASSUMPTIONS: | |
| 1. | 750KVA UTILITY TRANSFORMER WITH 12% IMPEDANCE. |
| 2. | (SEE SELECTED COMPONENT NOTE #1 DESCRIPTION) |
| 3. | SINGLE 3/0 COPPER CONDUCTOR LENGTH FROM TRANSFORMER TO METER. |
| 4. | UNRAISED ONE-WAY CONDUCTOR LENGTH OF 70 FEET FROM TRANSFORMER TO METER. |
| 5. | SERVICE DISCONNECT MOUNTED IMMEDIATELY ADJACENT TO METER. |
| 6. | SINGLE 3/0 COPPER CONDUCTORS FROM SERVICE DISCONNECT TO METER TRANSFER SWITCH. |
| 7. | UNRAISED ONE-WAY CONDUCTOR LENGTH OF 45 FEET FROM METER CENTER TO METER TRANSFER SWITCH. |
| 8. | METER DISTRIBUTION PANEL MOUNTED IMMEDIATELY ADJACENT TO MTS . |
| FIELD CONDITIONS RESULT IN THE TRANSFORMER OR CONDUCTORS BEING LARGER THAN THE ASSUMPTIONS. THE ENGINEER SHALL ADVISE THE CONTRACTOR. | |
| SHALL NOTIFY THE ENGINEER TO REVISE THE FAULT CALCULATIONS. | |
| 1. | UTILITY TRANSFORMER SCA ₁₋₃ = 8.75A |
| 2. | UTILITY TRANSFORMER SCA ₁₋₃ = 13.00A |
| 3. | METER SCA ₁₋₃ = 6.2A |
| 4. | METER SCA ₁₋₃ = 5.90A |
| 5. | DISCONNECT SCA ₁₋₃ = 6.2A |
| 6. | DISCONNECT SCA ₁₋₃ = 5.90A |
| 7. | MTS SCA ₁₋₃ = 5.30A |
| 8. | MTS SCA ₁₋₃ = 4.50A |
| 9. | METER DISTRIBUTION PANEL SCA ₁₋₃ = 5.30A |
| 10. | METER DISTRIBUTION PANEL SCA ₁₋₃ = 4.50A |

NOTE:

- WIRELESS CONSTRUCTION
VERIFY THAT THE QUANTITY
OWNER CONSUMPTION VALU
IETLY DEPICT VERIZON WIR

SHOULDER JOINTS (DAD)

LEGEND:		PANELBOARD SCHEDULE "A"										LOCATION: BUILT INTO CABINET PANEL PANEL ASSEMBLY RATING:	
X----- INDICATES CALCULATED FAULT POINT W/AO AMPS.		SIZE: 120/240V, 15, 3W		WAINS: 200A, M.C.B.		MOUNTING: SURFACE		C/B		C/B		USE AND/OR AREA SERVED	
		C/B		OR NO. SA		LOAD		OR NO.		C/B		10,000 BRUN A/C #1	
		20	1	1,500		40		3	20				
		2	3	1,500		1,500		3	20				
		20	5	1,500		1,500		3	20				
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		20	3	1,500		1,500		3	20				
		2	3	1,500		1,500		3	20				
		20	3	1,500		1,500							

PANEL SCHEDULE "A"

100

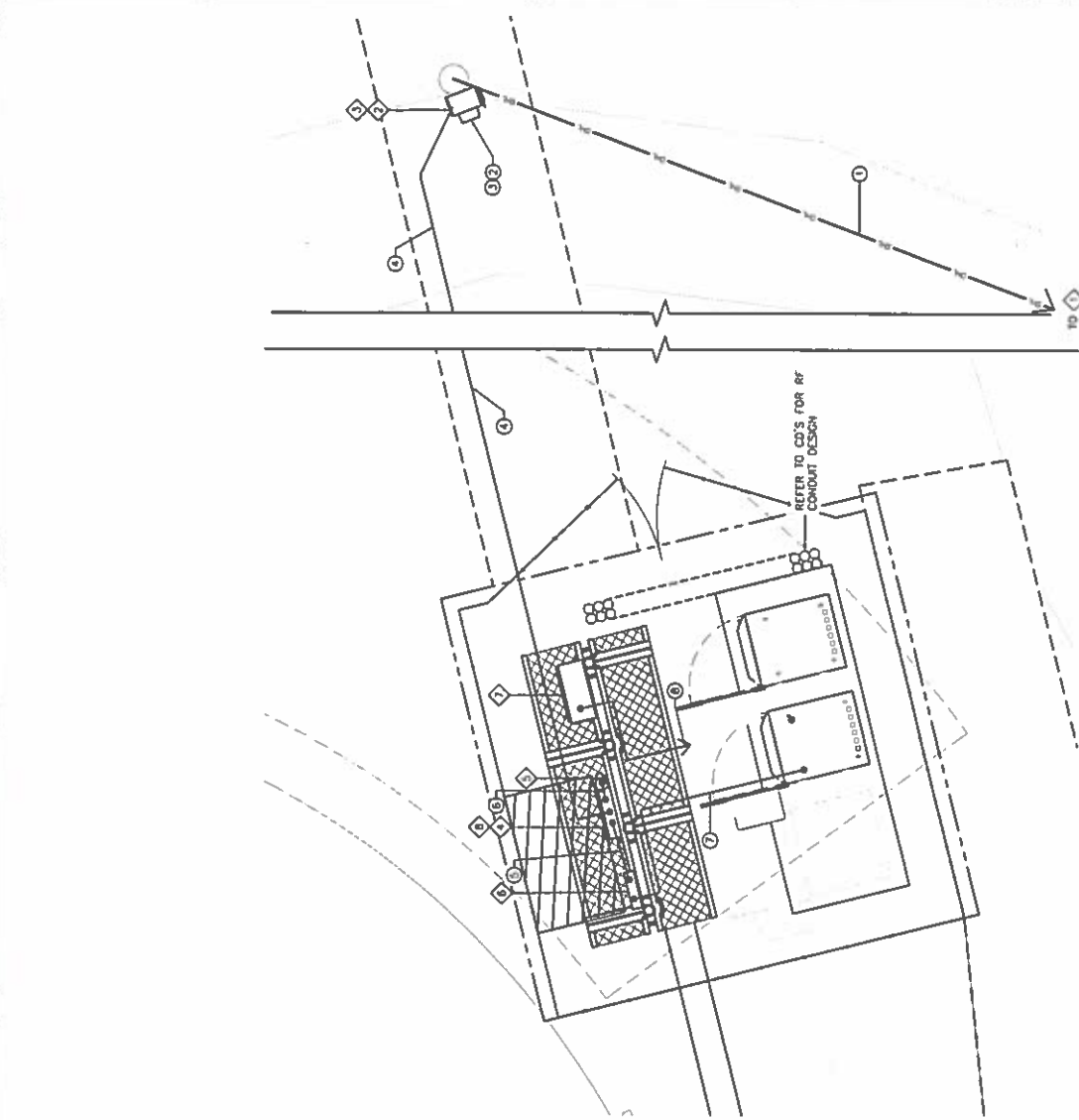
SINGLE LINE DIAGRAM



KEYED COMPONENT NOTES:	
1	EXISTING 250VA, 120/240V POLE MOUNTED TRANSFORMER.
2	NEW 200A METER, NEMA 3R ACCEPTABLE TO UTILITY MOUNTED TO NEW WOOD POLE.
3	NEW 200A FUSED DISCONNECT SPECIFIED ON SINGLE-LINE DIAGRAM, MOUNTED TO NEW WOOD POLE.
4	NEW 200A NEMA 3R MANUAL TRANSFER SWITCH, AS SPECIFIED ON SINGLE-LINE DIAGRAM, BY CONTRACTOR.
5	NEW 200A GENERATOR PLUG, SPECIFIED ON SINGLE-LINE DIAGRAM.
6	NEW 200A 20-CIRCUIT DISTRIBUTION PANEL, AS SPECIFIED ON SINGLE-LINE DIAGRAM, BY CONTRACTOR.
7	NEW 2'x2' NEMA 3R FIBER BREAKOUT BOX, BY CONTRACTOR.
8	SURGE SUPPRESSOR SPECIFIED ON SINGLE-LINE DIAGRAM, MOUNTED AS CLOSE TO MANUAL TRANSFER SWITCH AS POSSIBLE.

KEYED CONDUIT NOTES:	
1	NEW OVERHEAD CONDUITS SPECIFIED ON SINGLE-LINE DIAGRAM.
2	NEW 2" SERVICE RISER WITH WEATHERHEAD AND SERVICE CONDUITORS SPECIFIED ON SINGLE-LINE DIAGRAM.
3	NEW CONDUIT & CONDUCTORS FROM METER TO DISCONNECT, SPECIFIED ON SINGLE-LINE DIAGRAM.
4	NEW CONDUIT & CONDUCTORS SPECIFIED ON SINGLE-LINE DIAGRAM FROM DISCONNECT TO MANUAL TRANSFER SWITCH.
5	NEW CONDUIT & CONDUCTORS FROM MANUAL TRANSFER SWITCH TO DISTRIBUTION PANEL, AS SPECIFIED ON SINGLE-LINE DIAGRAM.
6	NEW CONDUIT & CONDUCTORS FROM MANUAL TRANSFER SWITCH TO GENERATOR PLUG, AS SPECIFIED ON SINGLE-LINE DIAGRAM.
7	CONDUIT AND CONDUCTORS FOR MULTIPLE BRANCH CIRCUITS BY CONTRACTOR. IF MULTIPLE CIRCUITS ARE INSTALLED IN A SINGLE CONDUIT THEN CONDUCTORS SHALL BE IDENTIFIED PER NEC 310.15(B)(3)(g).
8	NEW (2) 2" SCH. 40 PVC CONDUIT, FULL CHORD AND TRACE WIRE FROM FIBER BREAKOUT BOX TO SURGE SUPPRESSOR CABINET, BY CONTRACTOR.
9	ALL CONDUIT NOT SPECIFIED OTHERWISE SHALL BE SCH. 40 PVC BELOW GROUND, NEC ABOVE.

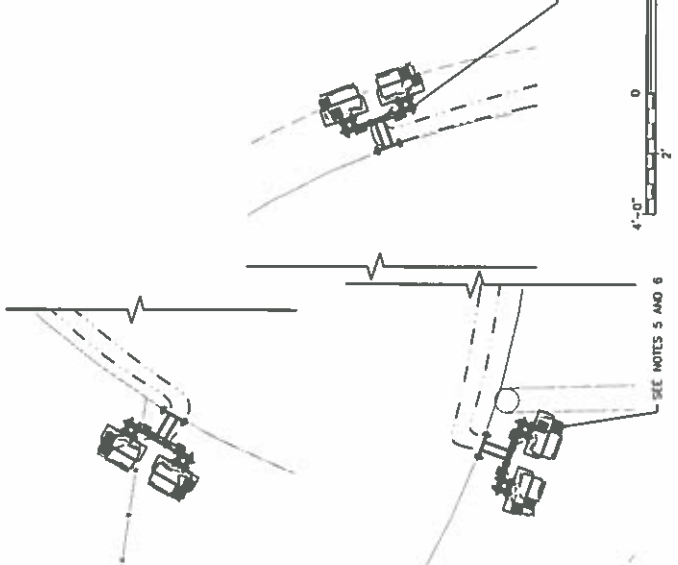
NOTICE:
 1. CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.



4'-0" 0 4'-0" 1'-0"
 SCALE: N = 1'-0"
 NORTH
 ELECTRICAL SITE PLAN

DESIGNED FOR: 		DESIGNED BY: 	
9656 SOUTH PROSPERITY ROAD WEST JORDAN, UTAH 84081		AZ - CA - CO - ID - NM - NV - TX - UT	
THESE DRAWINGS AND SURVEYS ARE COPYRIGHTED BY JS INFRASTRUCTURE. ANY REPRODUCTION OR USE OF OUR CLIENT'S INFORMATION WITHOUT THE WRITTEN CONSENT OF JS INFRASTRUCTURE PARTNERS IS PROHIBITED AND THE SOLE PROPERTY OF JS INFRASTRUCTURE PARTNERS AND PRODUCED FOR THE USE OF OUR CLIENT. ANY REPRODUCTION OR USE OF THESE DRAWINGS WITHOUT THE WRITTEN CONSENT OF JS INFRASTRUCTURE PARTNERS IS PROHIBITED.		APPROVED FOR BUILDING PERMIT SUBMITTAL: DATE: 07/07/18 BY: [Signature]	
PROJECT NAME: NM3 BEAVERVILLE EXISTING 36"-4" WATER TANK COLLOCATION COMMUNICATION SITE		PROJECT ADDRESS: END OF W. 2ND ST TRUTH OR CONSEQUENCES, NM SIERRA COUNTY	
SHEET TITLE: ELECTRICAL SITE PLAN		SHEET NUMBER: E3	
DATE: 7/7/2018 8:04 PM		SCALE:	

- NOTES:**
1. ALL EXTERIOR GROUND BARS SHALL BE GALVANIZED STEEL AND SHALL HAVE ALUMINUM CONNECTIONS FOR THEIR PREVENTION PER LESSEE GROUNDING STANDARD NSTDA6 REV 2-1-11, SECTION 5.3.
 2. CONTRACTOR TO BOND ANY METALLIC ITEMS WITHIN 6" OF VERIZON WIRELESS EQUIPMENT, SKELETER OR GROUND RING TO VERIZON WIRELESS GROUND RING.
 3. THE GROUNDING DIAGRAM SHOWN HERE IS SOMEWHAT SCHEMATIC IN NATURE AND MANY OF THE DETAILS ARE NOT TO SCALE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF ALL GROUNDING AND BONDING CONDUCTORS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF ALL GROUNDING AND BONDING CONDUCTORS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF ALL GROUNDING AND BONDING CONDUCTORS.
 4. ALL GROUNDING AND BONDING CONDUCTORS SHOULD BE INSTALLED IN AS STRAIGHT A LINE AS POSSIBLE. ANY BENDS THAT ARE REQUIRED IN GROUNDING OR BONDING CONDUCTORS SHOULD HAVE A RADIUS NO LESS THAN 12".
 5. ALL GROUNDING AND BONDING CONDUCTORS SHOULD BE INSTALLED IN AS STRAIGHT A LINE AS POSSIBLE. ANY BENDS THAT ARE REQUIRED IN GROUNDING OR BONDING CONDUCTORS SHOULD HAVE A RADIUS NO LESS THAN 12".
 6. CONTRACTOR TO LOCATE GROUND BAR FOR SECTOR FRAME AT LOCATION THAT PERMITS GROUNDING COAX FOR FRAME WITHOUT GROUNDING KIT DETAILS BENDING BACK ON THEMSELVES. PER VERIZON WIRELESS STANDARDS.
 7. ANY GROUNDING OR BONDING CONDUCTOR INSTALLED INSIDE ANY TYPE OF METALLIC CONDUIT MUST BE BONDED TO BOTH ENDS OF THE CONDUIT WITH HARDWARE U.L. LISTED FOR THIS PURPOSE.
 8. HYBRID CABLE SHALL BE GROUNDING AT TOP AND BOTTOM OF CHASE.



SEE NOTES 5 AND 6

4'-0" 0 4'-0"

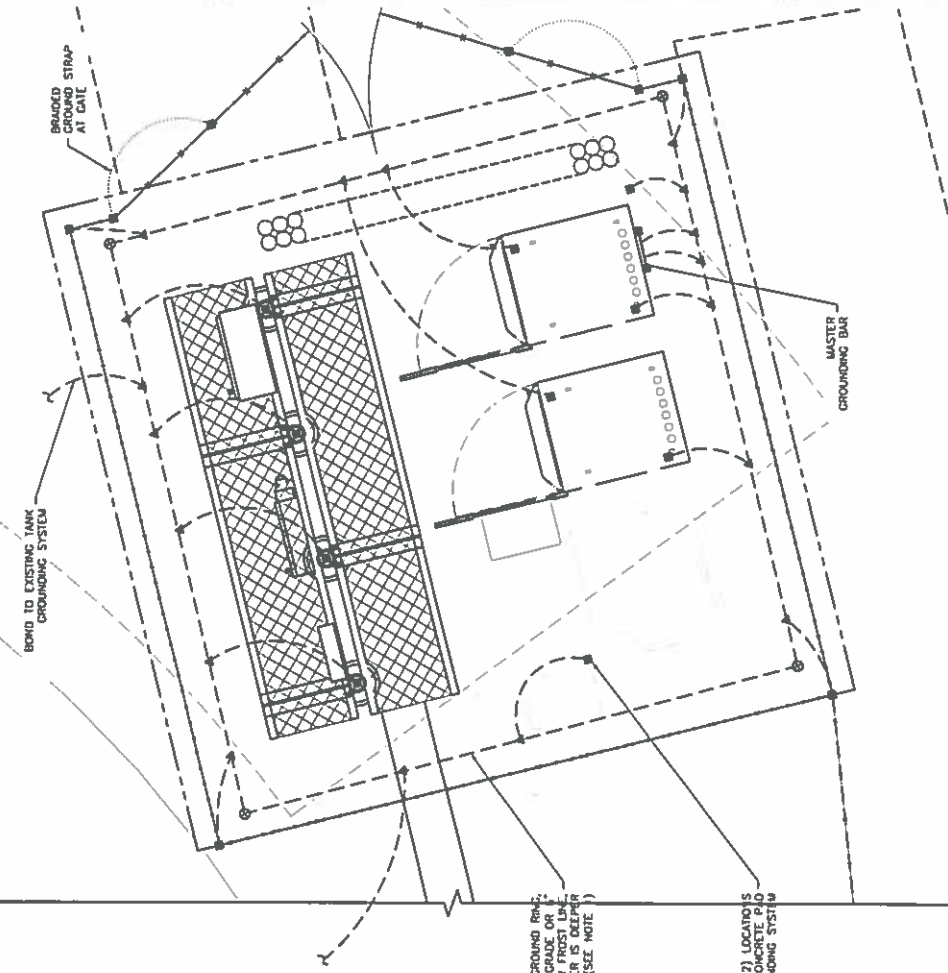
SCALE: 1" = 1'-0"

NOTES:

1. CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET BLOCK.

GROUNDING LEGEND:

▲	CADWELD CONNECTION
■	MECHANICAL CONNECTION
⊗	3/8"x8" CU CLAD STEEL GROUND ROD
—	#2 SOLID, THREADED, BARE COPPER
—	#2 STRANDED, INSULATED, COPPER INTERIOR GROUND



3'-0" 0 3'-0"

SCALE: 3/8" = 1'-0"

3'-0" GROUNDING SITE PLAN

NORTH

DESIGNED FOR:

verizon

9658 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84081

REVISIONS:

NO.	DATE	DESCRIPTION
1	07/07/18	PRELIMINARY - NOT FOR CONSTRUCTION
2	07/07/18	APPROVED FOR BUILDING PERMIT SUBMITTAL

PROJECT NAME:

NM3 BEAVERVILLE

EXISTING 55'-0" WATER TANK

COLLOCATION COMMUNICATION SITE

PROJECT ADDRESS:

END OF W. 2ND ST

TRUTH OR CONSEQUENCES, NM

SIERRA COUNTY

SHEET TITLE:

GROUNDING SITE PLAN

SHEET NO.:

7/7/2018 6:04 PM

SHEET NUMBER:

G1

AZ - CA - CO - ID - NM - NV - TX - UT

5 INFRASTRUCTURE

VERIZON WIRELESS

PROFESSIONAL

15894

RECORDED BY:

DATE:

BY:

CH:

1. CONTRACTOR TO VERIFY MECHANICAL COMPATIBILITY WITH FINAL SLT/RF ENGINEER.
2. DUAL POLAR ANTENNAS REQUIRE TWO RUNKS OF CABLE PER ANTENNA.
3. CONTRACTOR TO VERIFY ALL ACTUAL LENGTHS IN FIELD PRIOR TO INSTALLATION OF CABLES.
4. CONTRACTOR TO PROVIDE AS BUILT FOR THE LENGTH OF CABLES UPON COMPLETION.
5. CONTRACTOR TO PROVIDE FINAL CABLE LENGTHS AND RETURN LOSSES FOR EACH ANTENNA.
6. CONTRACTOR TO PROVIDE TRUE NORTH REFERENCE LINE, CONSULT REQUIRED ORANGE MARKING AT ALL AZIMUTHS REFERENCE TRUE NORTH.

SECTOR	MANUFACTURER	MODEL	QUANTITY	HEIGHT (m)	DIMENSTY	C/L (FT)	# OF LANES	COAX TYPES	ESTIMATED COAX CABLE LENGTH
ALPHA	TBD	8' PANEL ANTENNA	2	70	0.0.0	45'			~75
BETA	TBD	8' PANEL ANTENNA	2	200	0.0.0	45'			~75
GAMMA	TBD	8' PANEL ANTENNA	2	300	0.0.0	45'			~90
OTHER	ERICSSON	RRH				TOWER	J	HYBRID	-
OTHER	ERICSSON	OMP	3	-	-	TOWER			-

NOTES:

1. FOR EXACT ANTENNA INFORMATION REFER TO THE RF DESIGN.

2. ALL NEW COAX SHALL BE INSTALLED IN NEW VERTICAL CONDUITS.

3. CONTRACTOR TO INSTALL DIRECTIONAL COAXIAL CABLES IN SHELTER AND ON TOWER

CONNECTION OF MOUNTS, CONDUITS AND ASSOCIATED EQUIPMENT WILL BE BY STUD WELDS, SEE DETAILS ON SHEET S1.

ANTENNA FUNCTION	COLOR
CDMA-800 B-BAND	RED
CDMA-800 A-BAND	WHITE
PCS-1900	YELLOW
ITE-700	PURPLE
ANTENNA SECTOR	
ALPHA	GREEN
BETA	ORANGE
GAMMA	BROWN

SECTOR	ANTENNA LOCATIONS	FIRST STRIPE (PCS) OR (LIT) OR (A-BAND) OR (B-BAND)	SECOND STRIPE	THIRD STRIPE
ALPHA	1	RED OR WHITE OR YELLOW OR PURPLE	GREEN	-
	2			
	3			GREEN
	4			
BETA	1	RED OR WHITE OR YELLOW OR PURPLE	ORANGE	-
	2			
	3			ORANGE
	4			
GAMMA	1	RED OR WHITE OR YELLOW OR PURPLE	BROWN	-
	2			
	3			BROWN
	4			

verizon
4821 EUBANK MC
ALBUQUERQUE, NEW MEXICO 87111

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DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN

JS INFRASTRUCTURE PARTNERS
AZ - CA - CO - ID - NM - NV - TX - UT

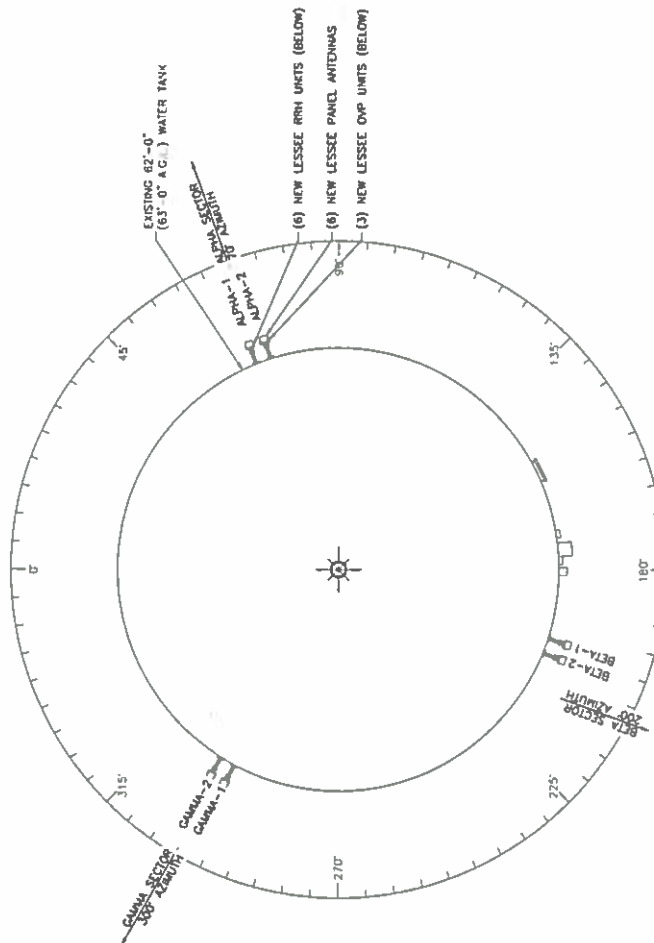
NM3 BEAVERVILLE
EXISTING 62'-0" WATER TANK
COLOCATION COMMUNICATION SITE

END OF W. 2ND ST
TRUTH OR CONSEQUENCES, NM
SIERRA COUNTY

ANTENNA INFORMATION

Page 1 of 1

二、



ANTENNA SECTION • 45'-0" NORTH

CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

PROJECT OVERVIEW
PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY
CITY OF TRUTH OR CONSEQUENCES

Petitioner

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

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

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

Statement of Necessity

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

Property Search

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

Description of Property

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

Nature of Request/Zoning Analysis

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

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

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

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

Statement of Operations

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

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

Compliance with Federal Regulations

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

Response to Special Use Permit Provisions

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

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

A. Provisions for special use permit.

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

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

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

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

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

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

increasing productivity.

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

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

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

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

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

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

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

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

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

The proposed facility will not promote the waste of energy.

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

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

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



Truth or Consequences Water Tank End of West Second Avenue

**NM3 Beaverville Wireless Facility-- Verizon Wireless
Presentation to City Commission and Public Hearing
November 14, 2018**

NM3 Beaverville Aerial View Of The Area



Summary

- The area of the NM3 Beaverville site in west Truth or Consequences has a significant gap in Verizon 4G LTE coverage and capacity. The coverage gap comes from simply not having a single site located within the city limits. The capacity gap is also due to the fact that the City is being supported by a single site. This is not an issue with 3G technology. 4G sites must be closer to the users since their devices demand more resources. Future 5G technology will demand even more sites due to the increased data speed requirement.
- Primary reason for the NM3 Beaverville site is to provide improved Verizon Wireless service to the large residential areas, roads, schools, businesses, and churches in the area. The area is experiencing new build growth without a dedicated cell site.
- Based on capacity prediction, the sector of the existing site covering this area will be exhausted in the near future.
- Verizon is very limited in providing additional capacity to this area, other than by adding new sites.
- In busy cities, cell site density is half a mile or less. In the area of the NM3 Beaverville site, there is not a single cell site close by for the area. In Truth or Consequences the nearest site is almost 1.5 miles from the City center.
- As more residents decline to use land line service, wireless in-building and in-home coverage needs to be more present, especially in new neighborhoods.

Voice & Data Usage Today

Citizens demand more and more data and voice capabilities from all their mobile devices.

Data use is increasing dramatically every year.

- The demand for wireless data services is expected to grow 650% between 2013 and 2018.
(CTIA, June, 2017)
- 76% of 911 calls originate from a cell phone.
(National Highway Traffic Administration, February, 2016)
- Around 52% of American households are now wireless only for voice service and that number is only increasing.
(CDC's 2016 Wireless Substitution: Early Release of Estimates From the National Health Interview Survey, July-December)
- More than 75% of prospective home buyers prefer strong wireless communications.
(Rootmetrics, June, 2015)

Path to Special Use Permit

March 2017 - Skyway Towers proposed a 80' monopole on which Verizon would have collocated. Commission postponed this discussion to a further date to allow Robbie Travis to research further sites.

June 2017 – Skyway Towers returned after researching other properties for a 80' monopole in a different location. Commission moved to delay one more time.

October 2017 – Verizon opted to pursue an alternative to the 80' monopole.

November 2017 – Began discussions with Robbie Travis and Susanna Diller to collocate Verizon on the water tank located at the end of West 2nd Ave.

February 14, 2018 – Formally proposed collocating on the water tank at the City Commission meeting. Verizon was given the green light to continue our negotiations and complete our due diligence.

May 2018 - Submitted Verizon's proposed business terms to Susanna Diller for review and approval. Initial term is five years with four five year options.

Lease Negotiations

July 2018 – Susanna Diller advised Verizon that she had presented the terms to the City Commission and they found them reasonable. City Commission advised that the next step should be to present the Special Use Permit application, then draft and approve the lease pending approval of the SUP.

October 2, 2018 – submitted Special Use Application to be heard at October 24th City Commission meeting.

October 24, 2018 – presented Special Use Application information to the City Commission. At the City's direction, Verizon's Public Hearing was deferred to November 14th. City Commissioners asked Verizon to consider the possibility of working with Gravity Pad, a tower management company.

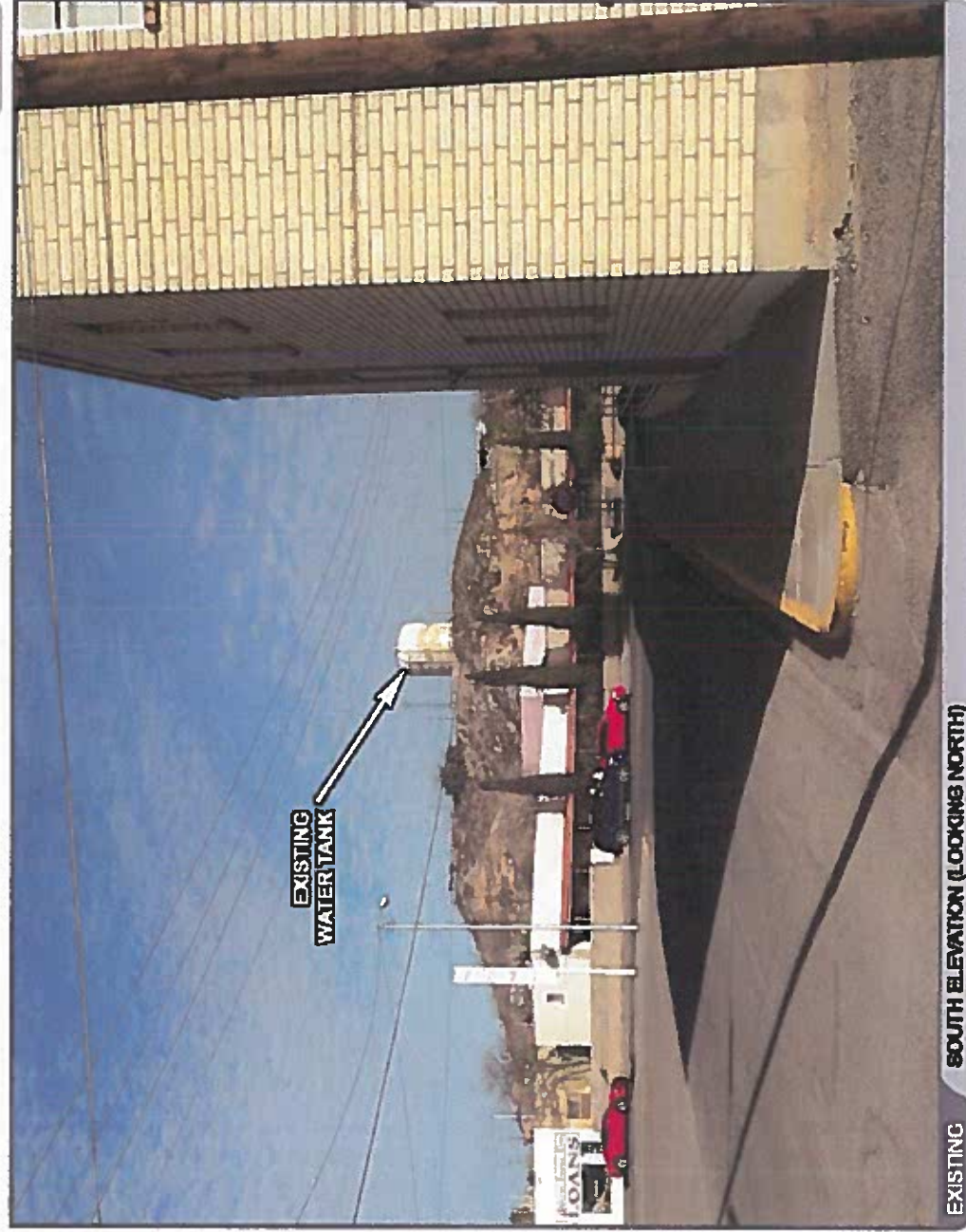
October 31, 2018 – Gravity Pad issued a Commitment Letter to Verizon agreeing to the same lease terms and conditions that Verizon negotiated with the City. This includes both tower and ground space and locations.

November 14, 2018 – Public Hearing for Verizon's Special Use Application.

NM3 BEAVERVILLE WATERTANK COLLOCATION

TRUTH OR CONSEQUENCES, NEW MEXICO 87901

PAGE 1



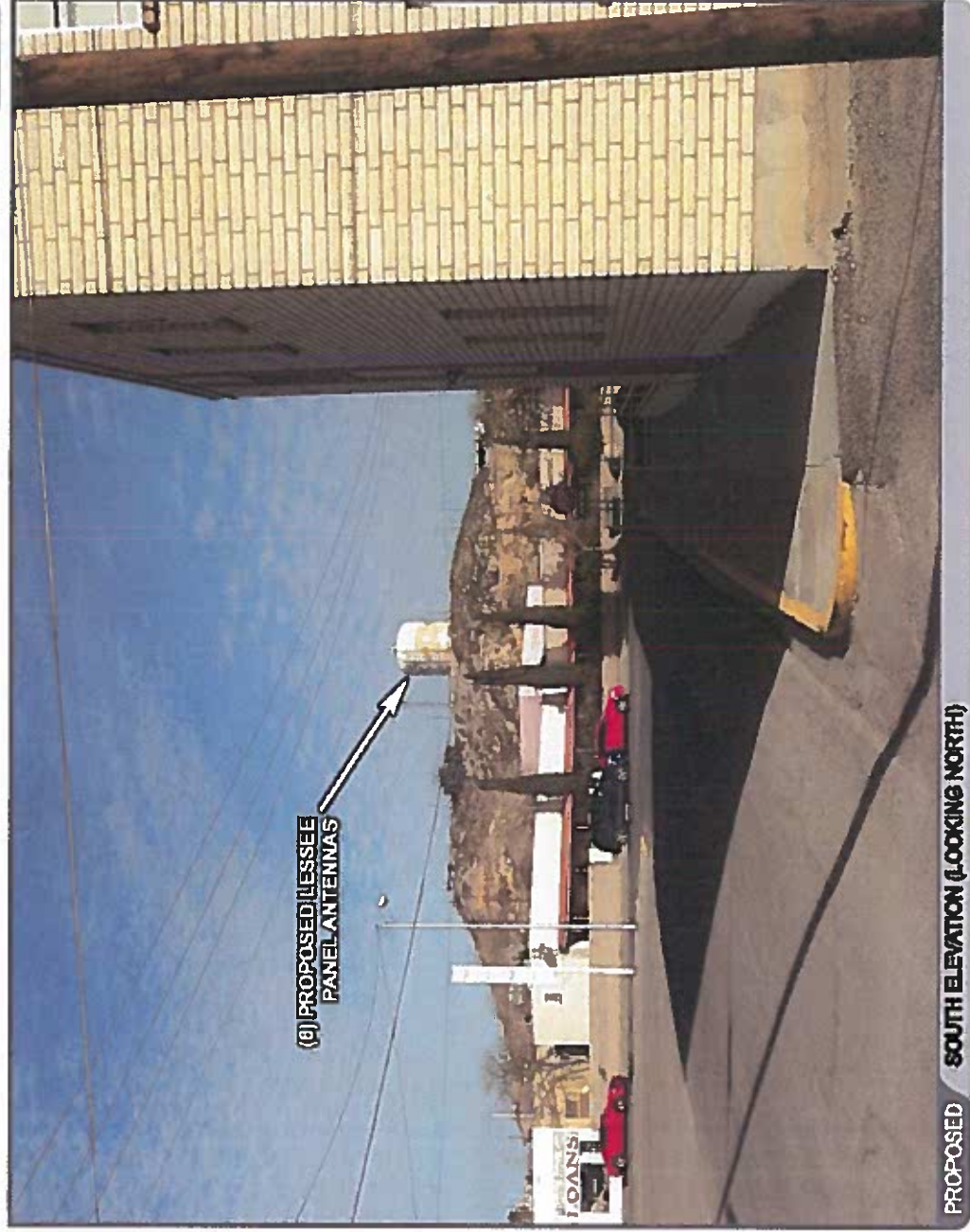
EXISTING SOUTH ELEVATION (LOOKING NORTH)

Disclaimer: These photographs are provided as a visual aid in visualizing how the proposed wireless telecommunications facility shown herein would appear if constructed. While these photographs are not an exact replica, they have been prepared diligently to accurately reflect dimensions, scale, depth, coloring, texture, and other important elements in the proposed design. These are for informational purposes only and are not intended to be used for any other purpose. They are for informational purposes only and are not intended to be used for any other purpose.

NM3 BEAVERVILLE

WATERTANK COLLOCATION

TRUTH OR CONSEQUENCES, NEW MEXICO 87901

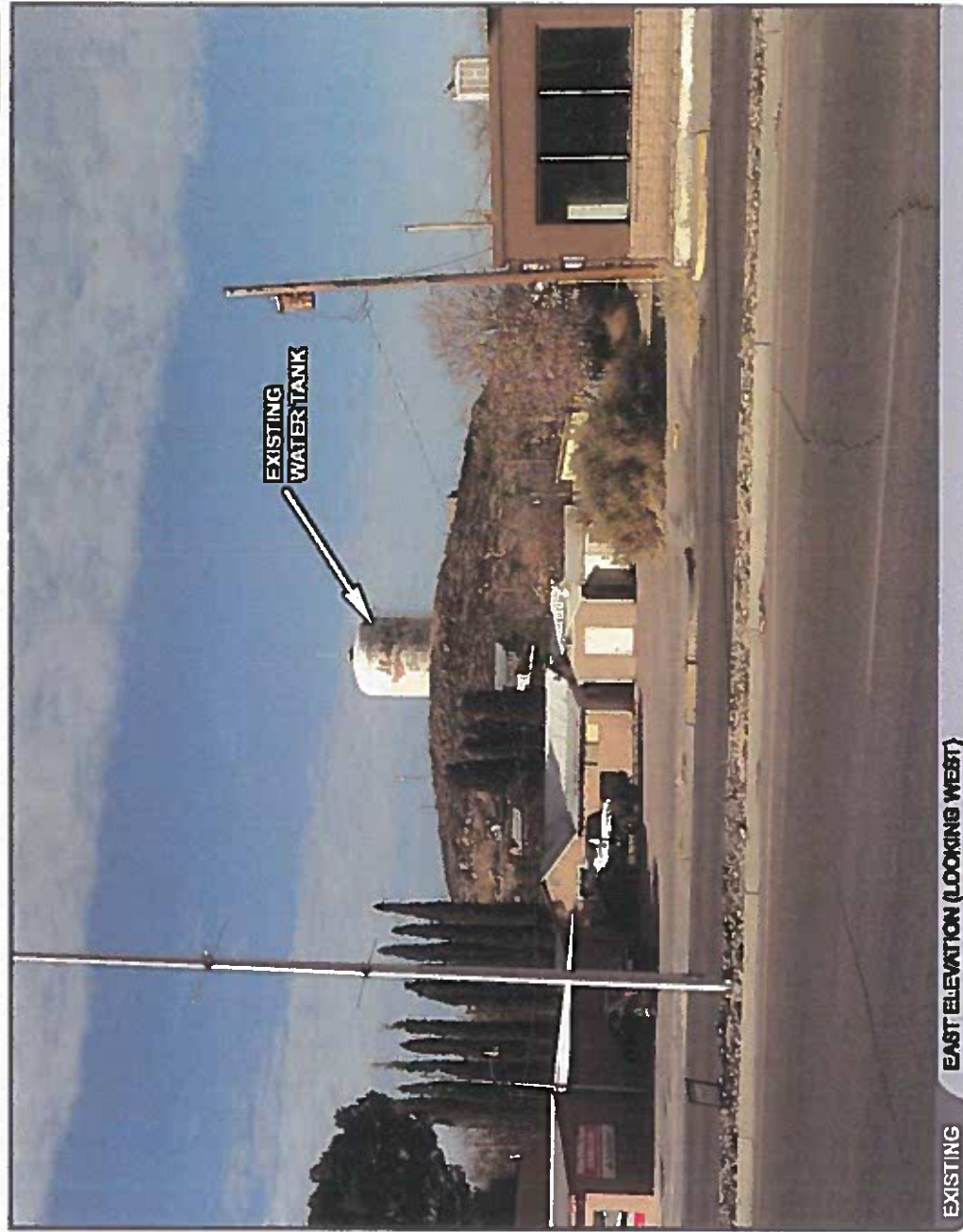


Disclaimer: These photographs and aerials have been provided to aid in visualizing how the proposed wireless telecommunications facility would appear if constructed. While these renderings are not an exact science, they have been prepared diligently to accurately reflect dimensions, scale, shape, coloring, texture, and other important elements in the proposed design. These are for informational purposes only and are not intended to be used for any other purpose. The actual appearance of the facility may vary from the proposed design.

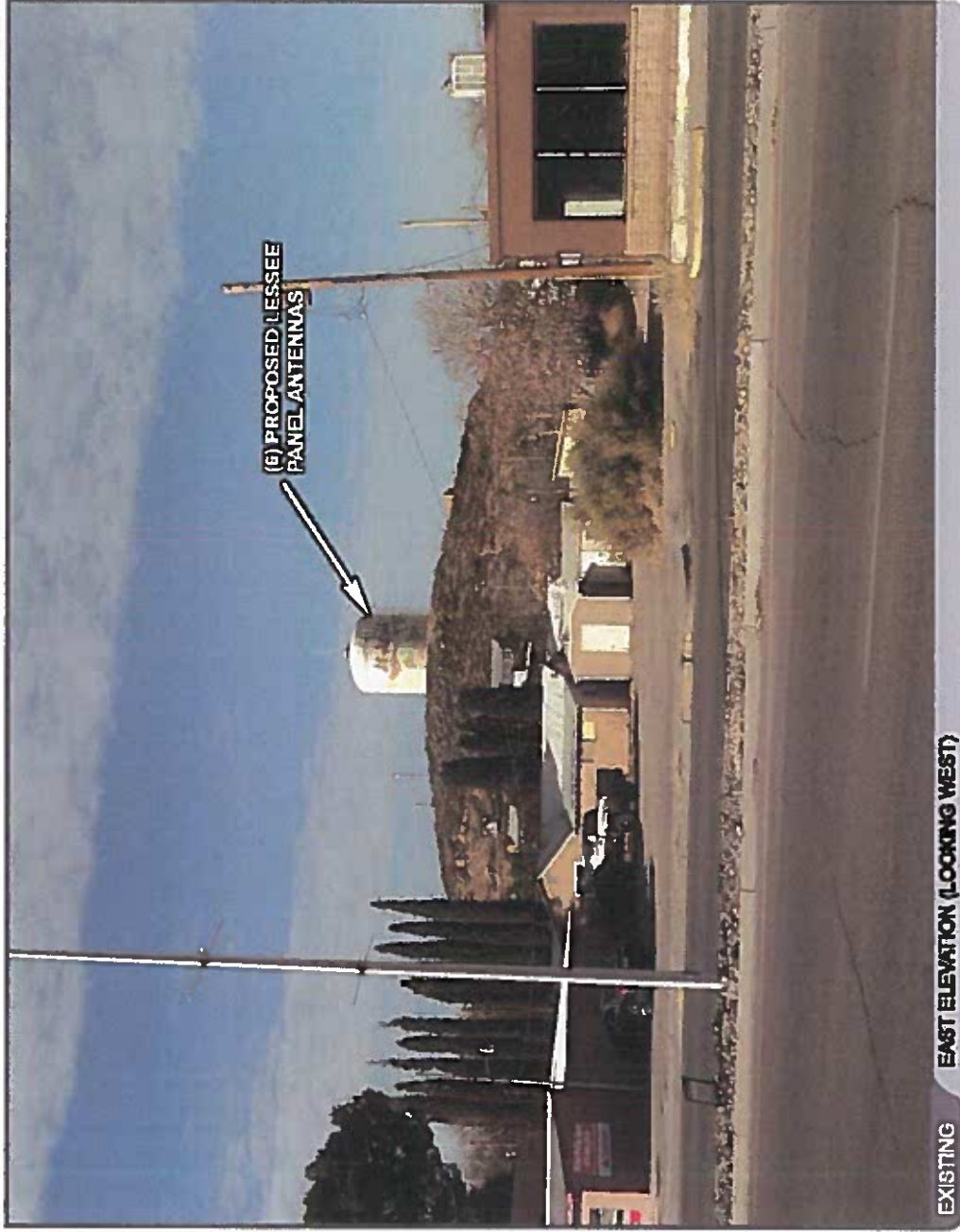
NM3 BEAVERVILLE

WATERTANK COLLOCATION

TRUTH OR CONSEQUENCES, NEW MEXICO 87801



Disclaimer: These photographs were taken from a public source and are provided for informational purposes only. While these photographs are not an exact replica of the actual site, they are intended to provide a general overview of the site. The information is not intended to be used for any purpose other than informational. The information is not intended to be used for any purpose other than informational. The information is not intended to be used for any purpose other than informational.

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NM3 BEAVERVILLE WATERTANK COLLOCATION

TRUTH OR CONSEQUENCES, NEW MEXICO 87901

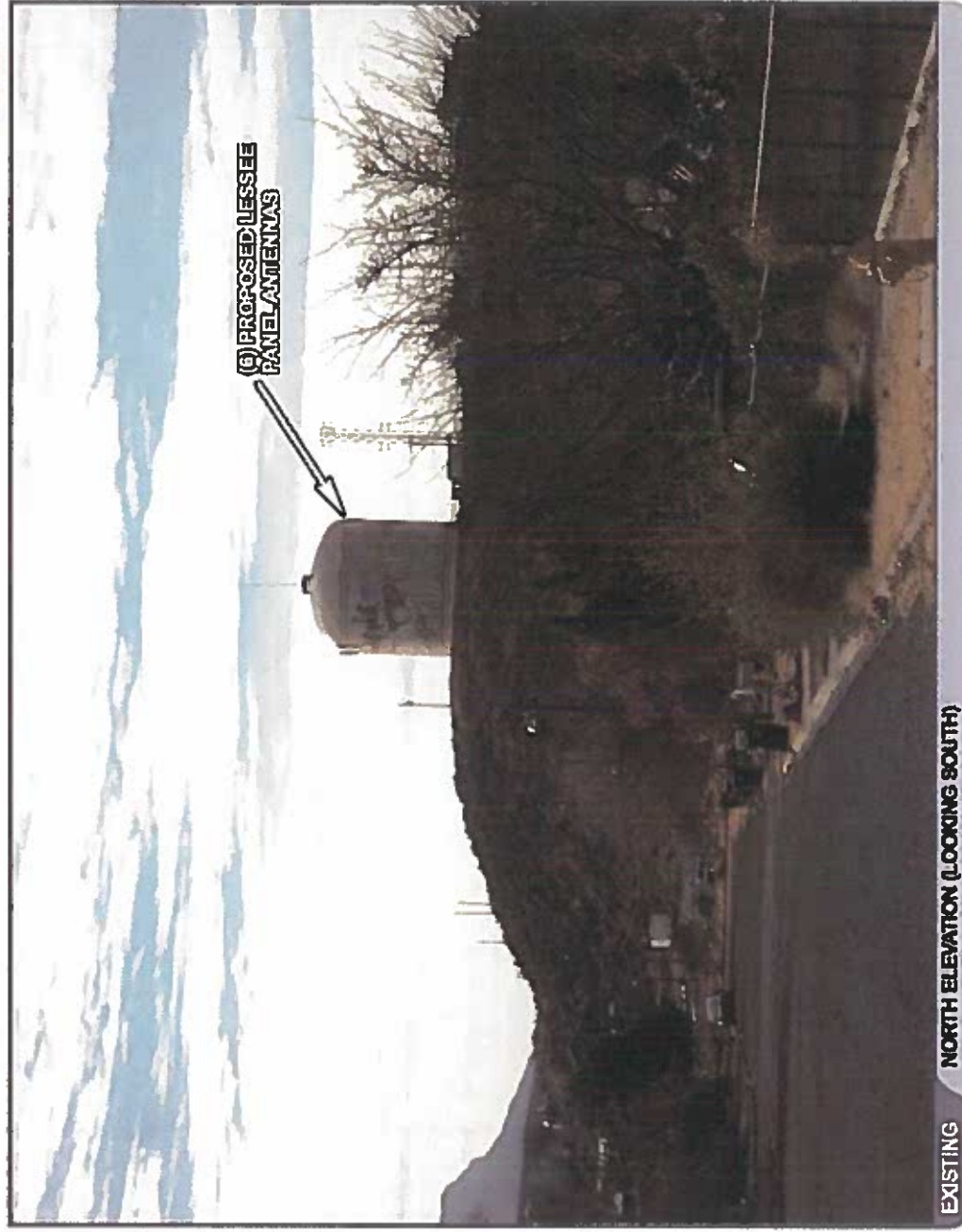


Disclaimer: These photographic drawings have been provided to aid in visualizing how the proposed wireless telecommunications facility from here would appear if constructed. While these renderings do not in exact colors, they have been prepared digitally to accurately reflect dimensions, scale, depth, coloring, texture, and other important elements in the proposed design located in the digital renderings above. When together with the engineering drawings and other materials submitted with this application, they are for and represent visual depictions of how the proposed site would appear.

NM3 BEAVERVILLE

WATERTANK COLLOCATION

TRUTH OR CONSEQUENCES, NEW MEXICO 87801

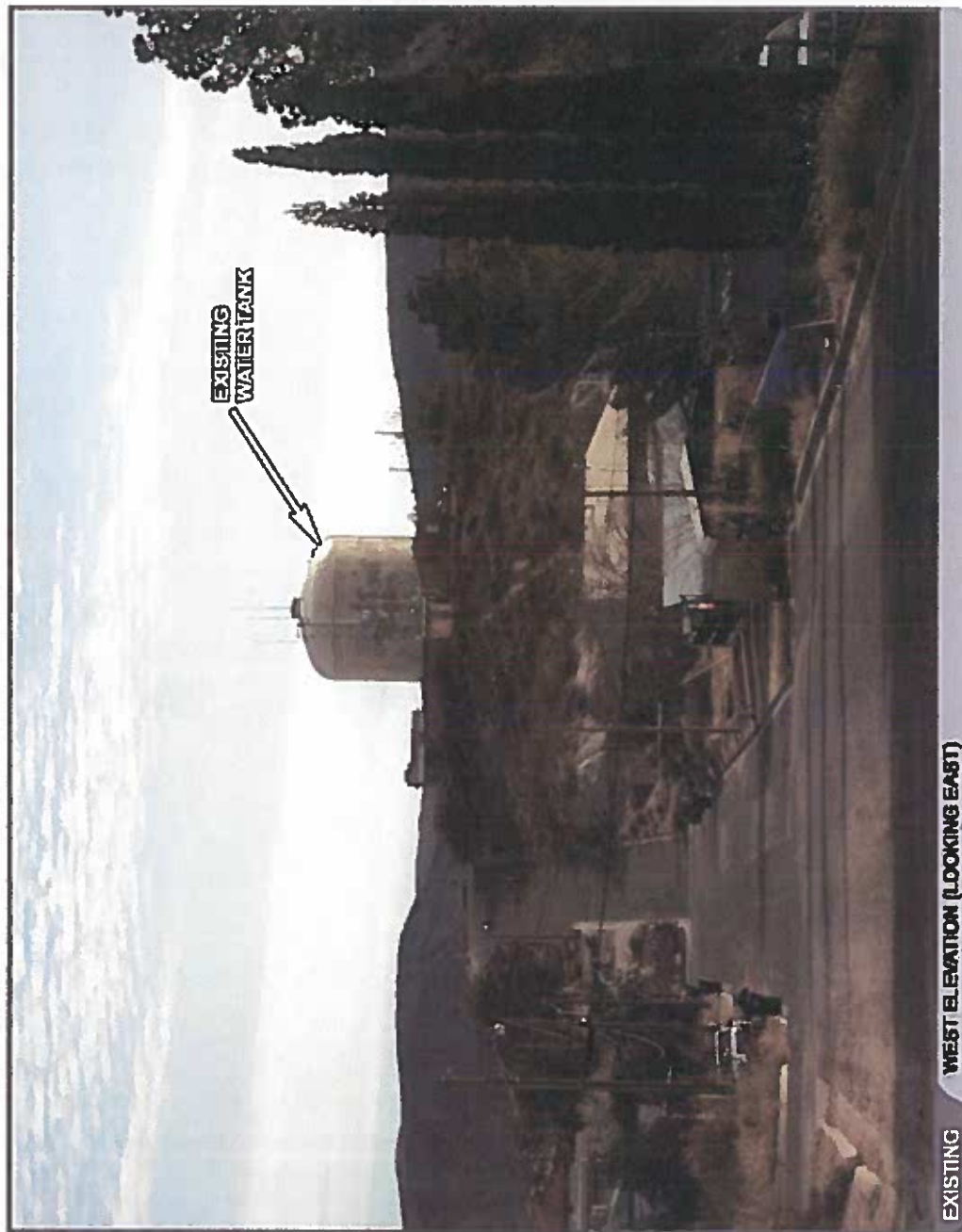


Disclaimer: These photographic simulations have been provided to aid in visualizing how the proposed wireless telecommunications facility elements would appear if constructed. While these simulations are not an exact science, they have been prepared diligently to accurately reflect dimensions, scale, depth, color, texture, and other important elements in the proposed design render as the digital medium allows. Taken together with the engineering drawings and other materials submitted with the application, they are for and represent visual depictions of how the proposed site would appear.

NM3 BEAVERVILLE WATERTANK COLLOCATION

TRUTH OR CONSEQUENCES, NEW MEXICO 87501

PAGE 7

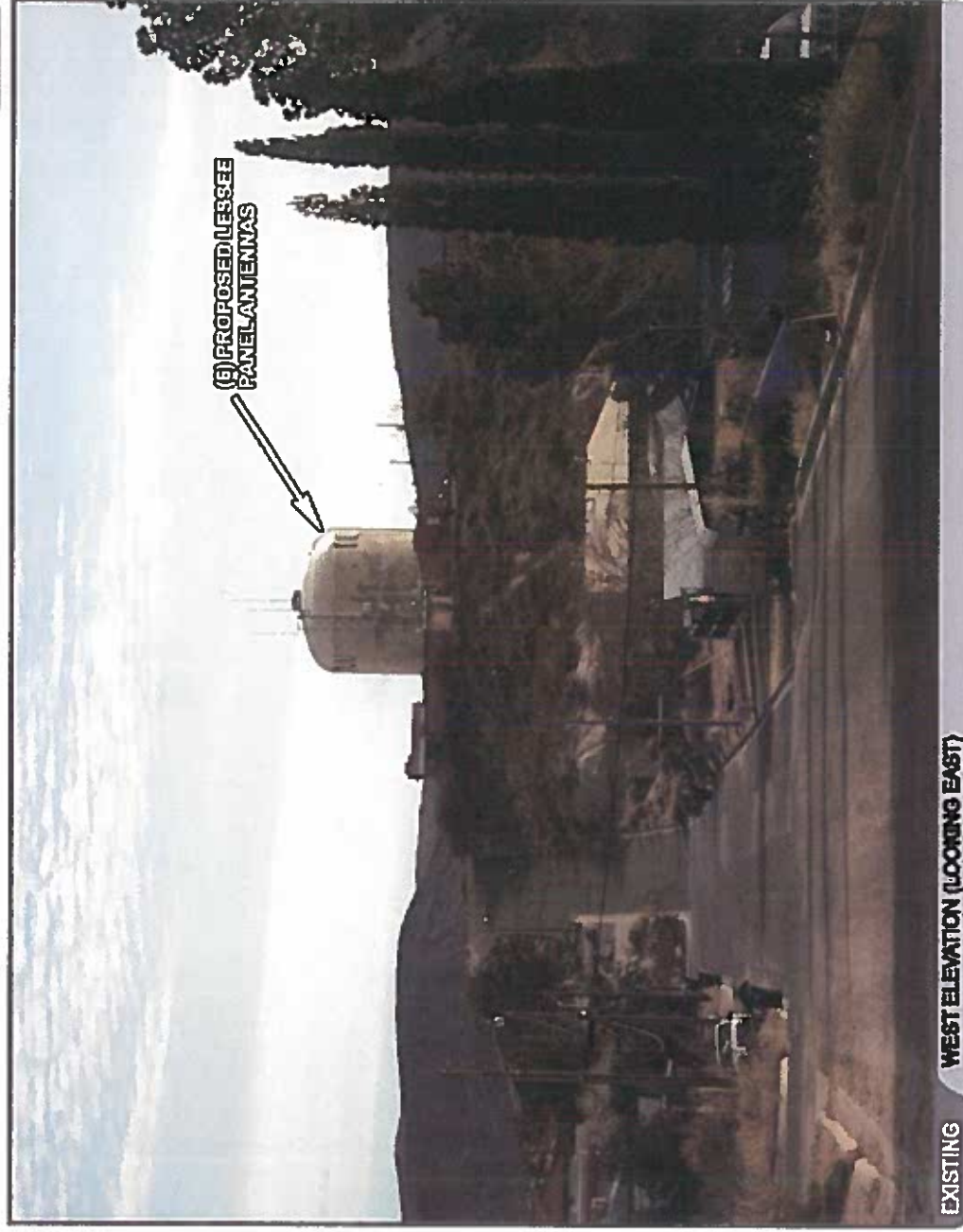


Disclaimer: These photographs and drawings have been provided in aid in visualizing how the proposed wireless telecommunication facility shown herein would appear if constructed. While these renderings are not as used as actual, they have been prepared diligently to accurately reflect dimensions, scale, depth, coloring, location, and other important elements in the proposed design. Renderings and other materials submitted with the application, they are for and representable visual depictions of how the proposed site would appear.

NM3 BEAVERVILLE WATERTANK COLLOCATION

TRUTH OR CONSEQUENCES, NEW MEXICO 87801

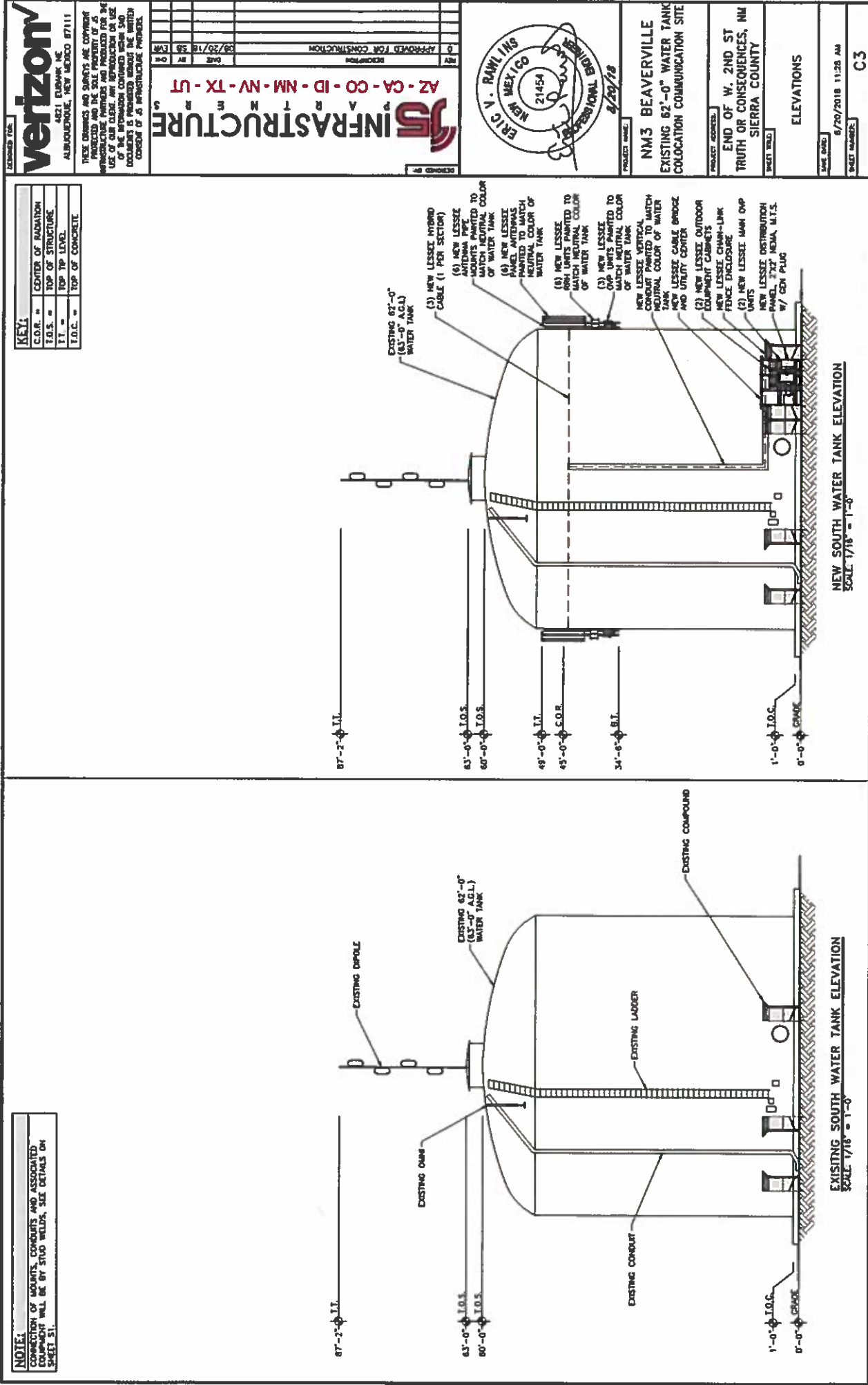
PAGE 8



Disclaimer: These photographs and/or drawings have been provided to aid in visualizing how the proposed system may be installed. While these renderings are not an exact reference, they have been prepared diligently to accurately reflect dimensions, scale, depth, coloring, texture, and other important elements in the proposed design. Renderings are for informational purposes only and are not intended to be used for any other purpose. The actual system may vary from the proposed design. The proposed design is subject to change without notice.



Elevations



Verizon Wireless Application Should be Approved

- Meets all Code and legal requirements.
- City Staff recommends approval.
- Verizon thoroughly explored all options to fill the capacity and coverage gap in the City, and has worked extensively with City staff, and through the City's land use process, on these options. This is the best workable location because it uses an existing structure, at the same height, and is camouflaged.
- Verizon recognizes the historic and landmark status of the water tank and its importance to the City. Collocating on the water tank is the least visually impactful location because it utilizes an existing structure with no additional height, and the antennas will be painted to blend in with the existing mural. Any minimal negative impacts to the water tank will be substantially outweighed by the positive impacts to improved wireless coverage and capacity for the City's citizens, emergency service providers, travelers, and tourists.
- Verizon respectfully requests that the City Commission approve Verizon's Special Use Permit Application so that they may continue to best serve the people of Truth or Consequences, its visitors, and its emergency first responders.



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 AT&T Mobility with Sean Milks of Gravity Pad being the agent.

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.

SUPPORT INFORMATION:

Site Design Plans

Submitted by: Traci Burnette	Department: Community Development	Meeting date: 1/9/2019
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2

GRAVITY PAD TOWERS



1355 W UNIVERSITY DRIVE
MESA, AZ 85201-5419



「おれは、おれが、おれが」

NML06165

T OR C WATER TANK

FA CODE: T.B.D

USID: T.B.D

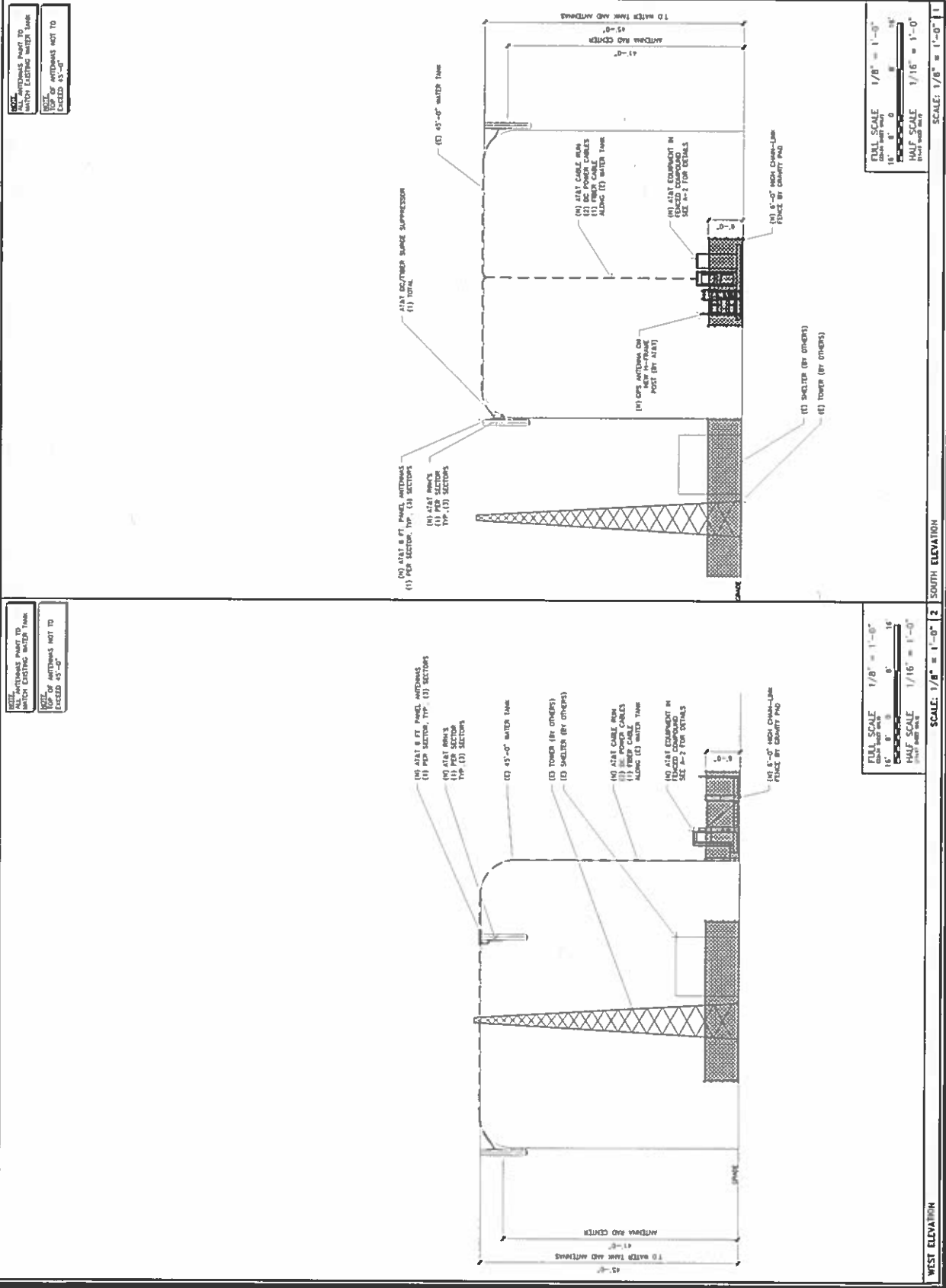
W 2ND AVE TRUTH OR CONSEQUENCES
TRUTH OR CONSEQUENCES, NW 88036

REV	DATE	PROJECT DESCRIPTION	ISSUE DATE	ISSUE TO
1	10/17/07	SCD PARTIALITY		ISSUE TO
2				
3				
4				
5				
6				

1035 INVESTIGATION

ELEVATIONS

A-3



NOT USED	N.T.S.	8	SCALING DETAILS	N.T.S.	4	NEW ANTENNA LAYOUT	SCALE: 1/8" = 1'-0"	1
<p>ANTENNA PIPE MOUNT (NOT 2" O.D. TO 6" O.D. MAX.)</p> <p>MOUNTING BRACKETS (TWO PLACES)</p> <p>NEW</p> <p>DETAIL SA - RRH PIPE MOUNTING DETAIL</p> <p>MECHANICAL DOWN TILT ANTENNA MOUNTING BRACKET</p> <p>RRH MOUNTED TO PIPE BEHIND ANTENNA</p> <p>64 AWG CREEK INSULATED WIRE IS WOUND AROUND LLAD ATTACHED TO PIPE PER MFR.</p> <p>TO SECTION CND BAR</p> <p>2XO RHH OF RCTD</p> <p>PIPE AS PER STRUCTURAL AND/OR MANUFACTURER REQUIREMENTS</p> <p>ANTENNA MOUNTING BRACKET</p> <p>NEW PANEL ANTENNA</p> <p>PER ANTENNA DETAIL</p> <p>ANTENNA NOTES: 1. INSTALL ANTENNA STRUCTURE TO MEET FIRM DESIGNER AT TIME OF CONSTRUCTION</p>	N.T.S.	5	NOT USED	N.T.S.	3	NOT USED		

Steven L. Green
Mayor

Sandra K. Whitehead
Mayor Pro-Tem

Kathleen 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: 575-894-7767
www.torcnm.org

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences City Commission will hold a Public Hearing during their regular scheduled meeting on Wednesday, January 9th, 2019 in the Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico to receive input regarding the following:

1. Discussion/Action: Request for a Plat Amendment at 1700 E Riverside Drive, Truth or Consequences, NM pursuant to Chapter 15, Sec. 15-17. - Amendment of plats. Applicant wishes to amend the property line to separate the property. Applicant is John and Gayle Jones
2. Discussion/Action: Request for a Variance at 1700 E Riverside Drive, Truth or Consequences, NM pursuant to Chapter 15, section 15-15, A2 requiring subdivided lots directly access City streets with curb, gutter, and sidewalk. Variance is to allow subdivided lot to meet the road standard for the area. Applicant is John and Gayle Jones.

All interested parties are welcome to attend.

The agenda for this meeting may be obtained on Friday, January 4, 2019 by contacting the City Clerk's Office at 575-894-6673 or by email to: aatorres@torcnm.org.

/s/ Angela A. Torres, CMC, Acting City Clerk

- Published on the following date:
 - o Sentinel – Friday, December 14, 2018

TOWER STRUCTURE LEASE AGREEMENT

THIS TOWER STRUCTURE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by City of Truth or Consequences, having a mailing address of 505 Sims, Truth or Consequences, New Mexico 87901 ("**Landlord**") and Gravity Pad Towers, LLC, a Delaware limited liability company, having a mailing address of 237 West La Entrada, Corrales, New Mexico 87048 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a water tower structure (the "**Water Tower**"), together with all rights and privileges arising in connection therewith, located at End of West 2nd Ave, Truth or Consequences, in the County of Sierra, State of New Mexico (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use and manage a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant a portion of the Property consisting of:

(a) Approximately 1,500 square feet of ground space, as described on attached **Exhibit 1**, for the placement of Tenant's sublease equipment for the wireless carriers (the "**Ground Space**");

(b) The portion of the Water Tower selected by Tenant and dedicated for Tenant's exclusive use, and consisting of an envelope of contiguous horizontal and vertical feet of space within which any portion of Tenant's sub-leased communication equipment and improvements might be located, operated or maintained (the "**Primary RAD Space**").

(c) Those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Tenant, such as Tenant's utility providers) are located between the Ground Space or any Incremental Ground Space and the Primary RAD Space or any Additional RAD Space and between the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Ground Space and Primary RAD Space; and between Tenant's equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. The Ground Space, Primary RAD Space, and Connection Space are hereinafter collectively referred to as the "**Premises**."

2. **PERMITTED USE.**

(a) Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**" or "**Communication Facilities**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the

Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Surrounding Property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term and at no additional cost to Tenant, other than the rent owed under Section 4 of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(b) Landlord agrees that Tenant may use and occupy additional space on the Tower at any additional RAD center(s) (each, an "**Additional RAD**," and the additional space that future wireless carriers uses or occupies, the "**Additional RAD Space**") upon the same terms and conditions set forth herein, provided that such space is available or becomes available and subject to Tenant's confirmation that sufficient structural loading capacity is available or can be made available through structural modification of the Water Tower. Additional RAD Space includes any area on a horizontal plane, extending in all directions from the Water Tower, that is perpendicular to any portion of vertical space on the Site Structure on which the Incremental Equipment is located, operated, or maintained. Tenant may also use additional ground space at the Property in increments of one square foot outside of the Ground Space, provided that such space is available or might be made available (the "**Incremental Ground Space**"). Upon Tenant's use of any Additional RAD, Additional RAD Space, or Incremental Ground Space, such RAD or space shall be deemed part of the Premises.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for Ten (10) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**."

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**One time payment**"), Tenant will pay Landlord, a one time payment Thirty Thousand and No/100 Dollars (\$30,000.00) (the "**Rent**"), at the address set forth above. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Commencing on the first day of the month following the date that Tenant commences construction with new carrier (the "**Rent Commencement Date**"), Tenant will pay Landlord, a monthly rental payment of Five Hundred Dollars and No/100 Cents (\$500.00) (the "**Rent**"), upon the commencement of the first carrier at the address set forth above. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(c) Rent shall be increased by Five Hundred Dollars and 00/100 no Cents (\$500.00) per month upon commencement of the 2nd carrier (the "**Incremental Ground Water Tank Space Rent**").

(d) Rent shall be increased by Five Hundred Dollars and 00/100 no Cents (\$500.00) per month upon commencement of the 3rd carrier (the “**Incremental Ground Water Tank Space Rent**”).

(e) Rent shall be increased by Five Hundred Dollars and 00/100 no Cents (\$500.00) per month upon commencement of the 4th carrier (the “**Incremental Ground Water Tank Space Rent**”).

(e) Upon each anniversary of the commencement date, the monthly Rent will increase by Seven and half percent (7.5%) over the applicable Rent in effect during the previous term.

(f) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant’s ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant’s ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant’s sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant’s use of the Premises will be compatible with Tenant’s engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days’ prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months’ Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Tower; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment

of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters

during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Landlord will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit. Landlord shall maintain the Tower's structural integrity at all times (which shall mean that at no time will Landlord allow the Tower's condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Landlord shall at all times during the Term of this Agreement reserve and have ready for Tenant's immediate use sufficient structural loading capacity on the Tower to support Tenant's installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Tower (the "Allowed Wind Load Surface Area"). "Wind Load Surface Area" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Landlord shall be responsible for the costs of all structural modifications to the Tower, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, Tenant will pay Landlord for the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Additional RAD Space will require structural modifications to comply with the Structural Standards, Tenant may, in its sole discretion, pay Landlord either (i) the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area; or (ii) an incremental increase in Rent in accordance with Section 4(d) of this Agreement. In no event shall Tenant be responsible for Tower modification costs to support the installations of

other tenants or for the Tower to comply with applicable law so long as Tenant's installation is within the Allowed Wind Load Surface Area.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(d) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(e) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. [Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.]

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: Gravity Pad Towers, LLC
Attn: Real Estate Department
Re: Cell Site #: NML06165; Cell Site Name: T or C Water Tank (NM)
237 West La Entrada
Corrales, New Mexico 87048

If to Landlord: City of Truth or Consequences
505 Sims, Truth or Consequences
New Mexico 87901

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's

Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b) of this Agreement.

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 of this Agreement.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as Exhibit 24(b). Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of Gravity Pad Towers, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth

herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"LANDLORD"

City of Truth or Consequences

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

"TENANT"

Gravity Pad Towers, LLC,
a New Mexico limited liability company

By: _____
Print Name: [_____]
Its: _____ [Insert Title]
Date: _____ [Insert Date]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of Gravity Pad Towers, LLC the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 2

to the Water Tower Structure Lease Agreement dated [Insert Date], 20 , by and between City of Truth or Consequences, as Landlord, and Gravity Pad Towers, LLC, a New Mexico limited liability company, as Tenant.

The Property is legally described as follows:

A parcel of land for the purposes of a telecommunication equipment lease area situate within waterworks park, block 80, townsite plat of hot springs, as the same is shown and designated on the plat, thereof filed in the office of the county clerk of Sierra County, New Mexico on February 2, 1920, in cabinet A, Folio A-1, said lease parcel of the land being more particular described as follows:

Containing an area of 1,500 square feet of land

PUBLIC RECORD PARCEL NO. 3022078190410 END OF W. 2ND ST

TRUTH OR CONSEQUENCES, NM SIERRA COUNTY EXISTING 62'-0" WATER TANK

COLOCATION COMMUNICATION SITE

Legal description – 5 ft utility easement "A"

A strip of land for the purpose of a utility easement to serve a telecommunication equipment lease area, situate within and crossing a portion of block 80, waterworks park, townsite plat of hot springs, as the same is shown and designated on the plat thereof filed in the office of the County clerk of sierra county, New Mexico on February 2, 1920, in cabinet a, folio A-1, said easement being five (5.00) feet in width and lying two and one half (2.50) feet on each side of the following centerline:

Commencing at a ¾ inch rebar found for the South East corner of the waterworks park, block 80, thence in 37°14'59" W a distance of 123.32 feet to the South East corner of said lease area thence S 13° 54'42" W, A distance of 2.50 feet to the point of beginning of this utility easement centerline:

Thence, S 76°05'18" W A distance of 19.91 feet, Thence, S 88°23'41" W A distance of 81.34 feet to an existing utility pole and the terminus of this utility easement centerline

Legal description – 5 ft utility easement "B"

A strip of land for the purpose of a utility easement to serve a telecommunication equipment lease area, situate within and crossing a portion of block 80, waterworks park, townsite plat of hot springs, as the same is shown and designated on the plat thereof filed in the office of the County clerk of sierra county, New Mexico on February 2, 1920, in cabinet a, folio A-1, said easement being five (5.00) feet in width and lying two and one half (2.50) feet on each side of the following centerline:

Commencing at a ¾ inch rebar found for the South East corner of waterworks park, block 80, thence in 37°14'59" W a distance of 123.32 feet to the South East corner of said lease area thence S 13° 54'42" W, A distance of 10.50 feet to the point of beginning of this utility easement centerline:

Thence N 76°05'18" E A distance of 41.26 feet to the terminus of this utility easement centerline

The Premises are described and/or depicted as follows:

Lease area of 1,500 square feet situate within waterworks park, Block 80, townsite plat of Hot Springs, Sierra County, New Mexico

Point# 50

Description – Center of Tank

Northing – 776,967.26'

Easting – 1,333,304.21'

Latitude – N33° 07'54.632"

Longitude – W107°15'11.632"

Elevation – 4,383.5'



CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Discussion– Review the Impact Fee Study and approve staff to proceed forward with final adoption procedures.

BACKGROUND:

Impact Fee Advisory Board recommended the Impact Fee Study to Commission for review and final adoption procedures.

STAFF RECOMMENDATION:

Final Adoption procedures: Public Hearing and Ordinance Adoption to adopt both the amended LUA (Land Use Assumption) and the amended CIP (Capital Improvements Plan)

SUPPORT INFORMATION :

- Impact Fee Study

**CITY OF TRUTH
OR
CONSEQUENCES
NEW MEXICO**

**WATER AND
WASTEWATER
IMPACT FEE
LAND USE
ASSUMPTIONS
AND CAPITAL
IMPROVEMENT
PLAN**

**REPORT
FINAL**

December 2018

MOLZENCORBIN

ENGINEERS | ARCHITECTS | PLANNERS

CES181-11

ENGINEER OF RECORD

Molzen Corbin
1155 Commerce Drive, Suite F
Las Cruces, New Mexico 88011
(575) 522-0049

The technical material and data contained in this report were prepared under the supervision and direction of the undersigned, whose seal as a Professional Engineer, licensed to practice in the State of New Mexico, is affixed below.



A handwritten signature, likely of John T. Montoya, written over a horizontal line.

N.M.P.E. No. 12423

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1.0 INTRODUCTION

A Development Impact Fee Study Report was done for the City of Truth or Consequences in August of 2006. The City has charged water and wastewater impact fees based on this report since the report was completed and accepted by the City. This study updates the Impact Fee Study completed in 2006 and utilizing the information within the City's recently completed reports, for water, wastewater and land use. The material considered within these reports include water production, wastewater treatment and land use. Water and Wastewater items from the City's existing Infrastructure Capital Improvement Plan will be used as a part of the Capital Improvements Plan for this update.

1.1 Study Area

Truth or Consequences is the county seat of Sierra County. The built core of the community is bounded by Interstate 25 to the west, the Rio Grande to the east, Elephant Butte to the north and Williamsburg to the south. Truth or Consequences is only two hours south of Albuquerque, one hour north of Las Cruces and five miles from Elephant Butte Lake. Truth or Consequences was previously known as Hot Springs, New Mexico, was incorporated in 1914. In 1951 the name was changed to Truth or Consequences. The City of Truth or Consequences is predominantly a retirement community with a limited college-age and middle-age population. However, the City maintains a high level of tourism, provides many service related jobs, and continues to attract new residents. The City of Truth or Consequences is attracting people to its mid-range neighborhoods. Molzen Corbin has been retained by the city to update the City's Water and Wastewater Impact Fee study, which will provide the City funds for proposed wastewater and water facilities upgrade including projects spurred by new infill development and the development of new subdivisions in Truth or Consequences and the Village of Williamsburg.

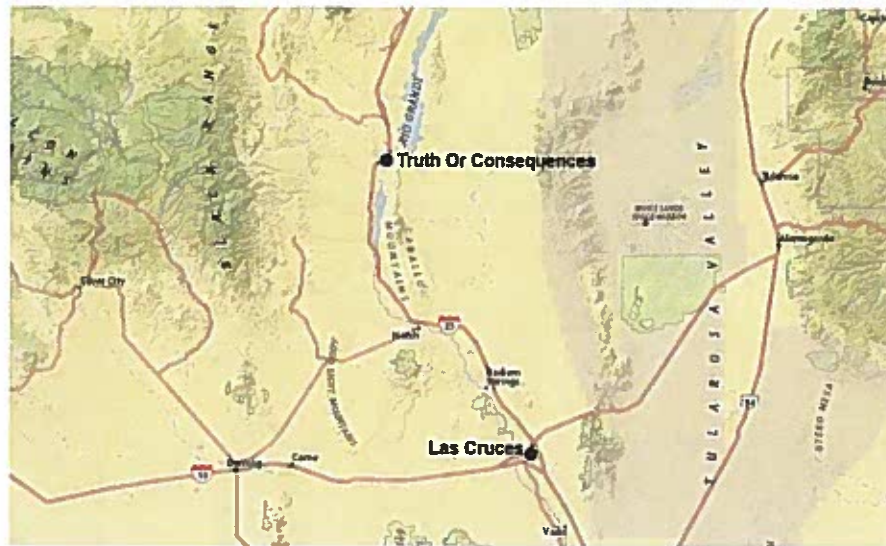


FIGURE 1. LOCATION MAP

The Following documents have been reviewed to complete this study and are a part of this report by reference:

- Development Impact Fee Study Report, August 2006, authored by Engineers Inc.
- Truth or Consequences Water System Asset Management Plan, March 2017 (rev 2), authored by Smith Engineering.
- Truth or Consequences Water System Improvements PER, August 2015, authored by Smith Engineering.
- Infrastructure Capital Improvement Plan Project Summaries, August 2017, authored by the City of Truth or Consequences.
- Truth or Consequences Comprehensive Plan, October 2014, authored by Consensus Planning, Inc.
- Truth or Consequences Downtown Master Plan, October 2014, authored by Consensus Planning, Inc.
- Water Conservation Plan, Spring 2016, authored by the City of Truth or Consequences.
- Truth or Consequences Affordable Housing Plan, October 2014, authored by Consensus Planning.

- Truth or Consequences Wastewater System Improvements, July 2016, authored by Smith Engineering.

2.0 DEVELOPMENT IMPACT FEE

2.1 Definition

Development Impact Fees are a means for municipalities, or local governments, to require new development to pay a proportionate share of the infrastructure costs that the development imposes on to a community. This charge or assessment imposed by the city on a new development generates revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attribute to the new development. This is in contract to negotiating with developer exactions for the required improvements to provide the services that are needed for the new development. Development Impact Fees are charged on new developments using a standard formula based on the objectives. In this case, water and wastewater. The fees are a one-time charge, with payment usually made at the time the building permit is issued. Impact fees require that new development pay for its pro-rata share of the cost for new capital facilities required to serve that development.

Development impact fees in the State of New Mexico are governed by the New Mexico Development Fees Act (Sec. 5-8-1, et. Seq., New Mexico Revised Statues).

The term Development Fee includes:

- a. Amortized charges
- b. Lump sum charges
- c. Capital recovery fees
- d. Contributions in aid of construction
- e. Development Fees
- f. Any other fee that functions as described by this definition

The term Development Fee does not include:

- a. Construction, acquisition or expansion of public facilities or assets that are not capital improvements or facility expansions identified in the capital improvements plan.
- b. Repair, updating or maintenance, of existing or new capital improvements or facility expansions.

- c. Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards.
- d. Administrative and operating costs of the city, except as provided in the Development Fees Act.
- e. Dedication of right- of-way or easements.
- f. Construction or dedication of on-site water distribution.
- g. Wastewater collection or drainage facilities or streets, sidewalks or curbs if the dedication or construction is required by previously adopted valid ordinance, or regulation and is necessitated by and attributable to the development.

The development impact fees collected cannot be used for operation, maintenance, repair, alteration, or replacement of existing capital facilities and cannot just be added to general revenue. Development Impact Fees are essentially user fees levied in anticipation of use, expanding the capacity of existing services or facilities to handle additional demand.

Development Impact Fees are also being considered expenditures that developers are required to make as a precondition for approval of their project.

Development Impact Fees are one-time charges applied to offset the additional public service costs of new development. The fees are frequently passed on by developers to purchasers in the price of a new property and, therefore, increase the cost of housing and may decrease the profitability of a particular project.

2.2 Service Area

The New Mexico Development Fees Act requires that Land Use Assumptions and Capital Improvement Plans must be prepared for an area. This area may also be referred to as the “service area”. The service area is a geographic area within certain capital facilities that provides benefit to all development located within the service area. In general, development impact fees collected within a service area will be spent within the same service area. There may be instances where the facility that serves the development in the service area is physically located

outside the service area, such as, water production wells and wastewater treatment facilities. The areas of consideration for this study will include those areas known as future growth areas, as defined within the Water and Wastewater Preliminary Engineering Reports. Additional areas included are the infill development within the underutilized tracts/subdivisions, lot, or parcel of real property within the existing service area. Many of these infill areas currently have utility lines adjacent to the lot or tract and line extensions would not be needed.

2.3 Land Use Assumptions

A development impact fee update must include land use assumptions for each service area. The Development Fees Act defines land use assumptions as “projections of changes in land uses, densities, intensities and population in the service area over at least a five-year period.” The Capital Improvement Plan must be prepared to identify improvement needs for a period not to exceed ten years; a 5-to-10 year time-frame is appropriate for a development impact fee study and for future updates. The City’s Comprehensive Plan which was approved and adopted in October 2014 has defined land use throughout Truth or Consequences. This document will be used as reference for this report, and Land Use Assumptions required by the Development Fees Act will be presented in Section 4 of this report. The City’s land use plan has been maintained and updated since 2014.

2.4 Capital Improvements Plan

According to the Development Fees Act, development impact fees can only be spent on improvements identified in the Capital Improvements Plan. The Capital Improvements Plan required by the Development Fees Act is somewhat different from the traditional Capital Improvements Program. Similar to a traditional capital improvements program, the Capital Improvements Plan required by the Development Fees Act must include a list of capital projects and their costs. The development impact fee Capital Improvements Plan is limited to those improvements that are needed for growth, and not replacement of old infrastructure due to decay. The Capital Improvement Plan for water and wastewater projects is defined within this study.

3.0 SERVICE AREAS

The services area for the City's development impact fees will include land located within the Truth or Consequences' current water and wastewater service area, but not including the Village of Williamsburg (see Figure 2). This service area encompasses the future growth areas defined in the water and wastewater preliminary engineering reports (PER) prepared in 2015 & 2016. The future growth areas include growth areas known as A, B, C, D, and E and are mostly within the current city limits. These five areas where growth is expected to occur as stated within the respective PER's, as well as infill within the two city limit boundaries.

Future growth area B is a redevelopment area and as a redevelopment area it currently has the water and wastewater infrastructure in place. Upgrades to the existing infrastructure will be necessary as a result of the age of the infrastructure in the downtown area. Future growth area B is within the service area and does tax the systems for water production and wastewater treatment.

Impact fees should be imposed on any new development within the city limits which would include the future growth areas and any infill.

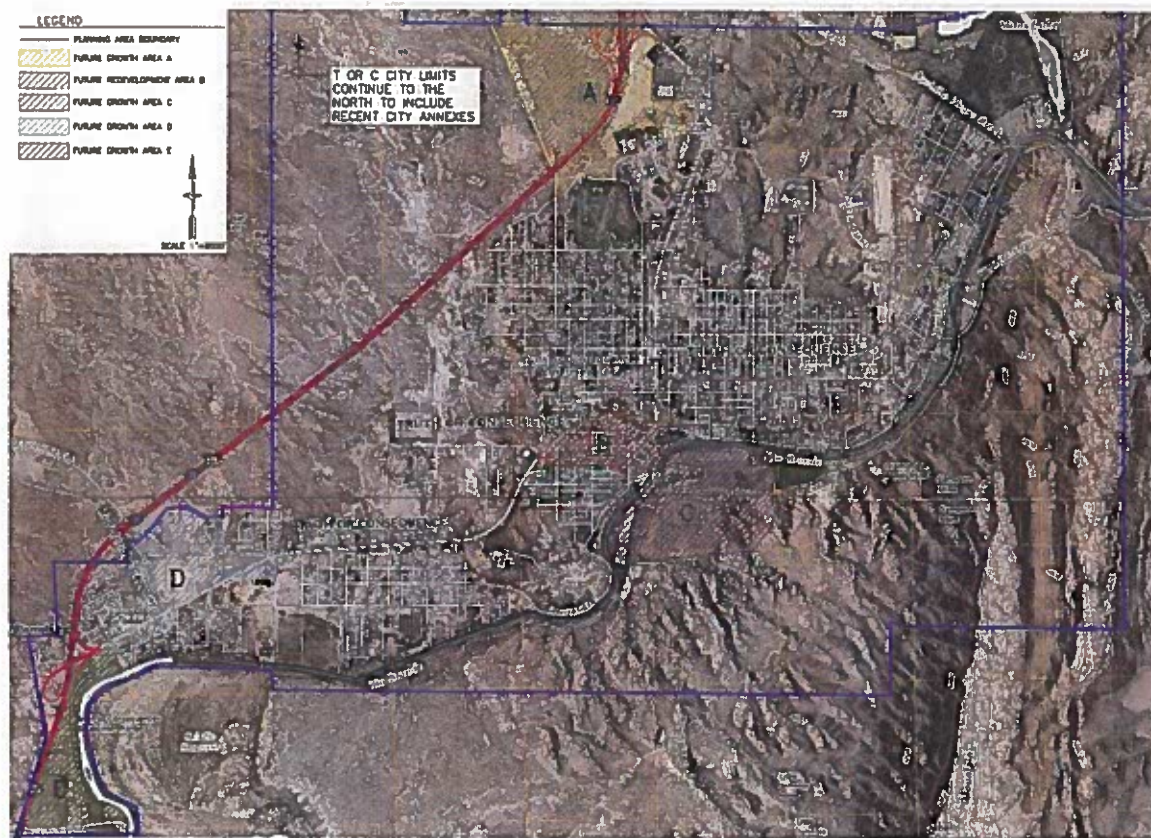


FIGURE 2. FUTURE GROWTH AREAS (FROM PER).

4.0 LAND USE ASSUMPTIONS

The Village of Truth or Consequences currently has nine existing zoning districts. These districts include:

1. R-1 Single Family, Low Density Residential District
2. R-2 Medium Density Residential District
3. R-3 High Density Residential District
4. R-4 Rural Residential District
5. RR-1 Riverside Residential District
6. RCPUD Residential Commercial Planned Unit Development District
7. C-1 General Commercial District
8. M-1 Light Manufacturing District
9. T-1 Transition District

These areas are further defined within the City of Truth or Consequences Comprehensive Plan dated 2014, and adopted in October 2014 (see Figure 3).

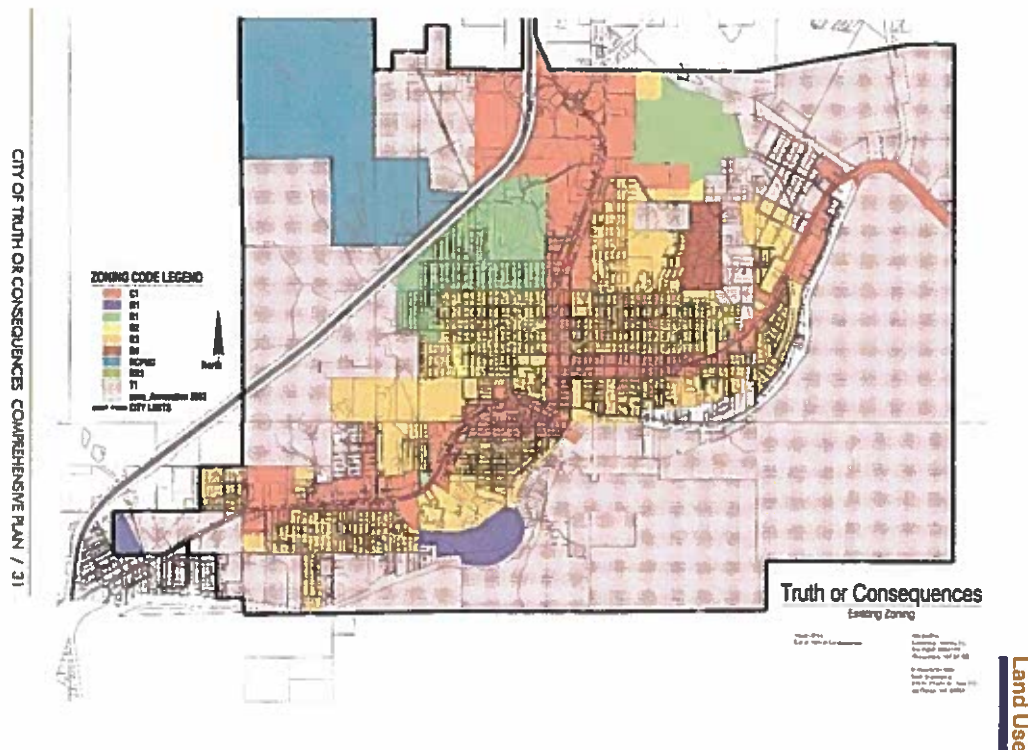


FIGURE 3. EXISTING ZONE DISTRICTS

4.1 Project Area Growth Rate

The population of the project area, City of Truth or Consequences and the Village of Williamsburg, saw a population that is declining, according to data retrieved from the U.S. Census Bureau. The population has declined from 2010 to 2016. Also, reviewing the population trends section discussed in the Water and Wastewater PER, they found that the total population declined from 2000 to 2009. According to the U.S. Census Bureau the population for the study area is 6,444, which has changed very little, but overall has been on the decline. The PER's & the Comprehensive Plan trend the potential growth in the area and discuss the possibilities of growth for the area. The PER's defined growth scenarios, in Table 1, were created to provide a basis for which T or C officials could discuss and give a recommendation.

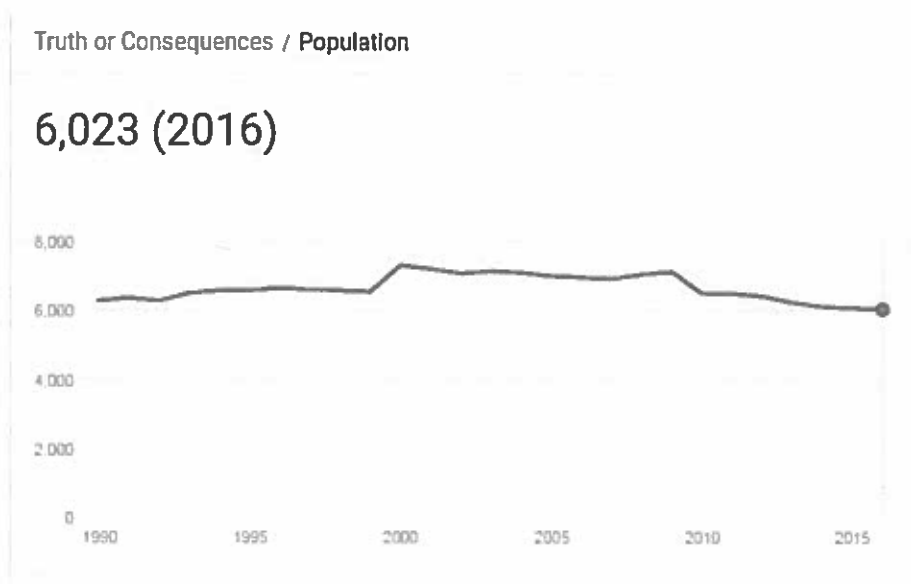


FIGURE 4. TRUTH OR CONSEQUENCES POPULATION

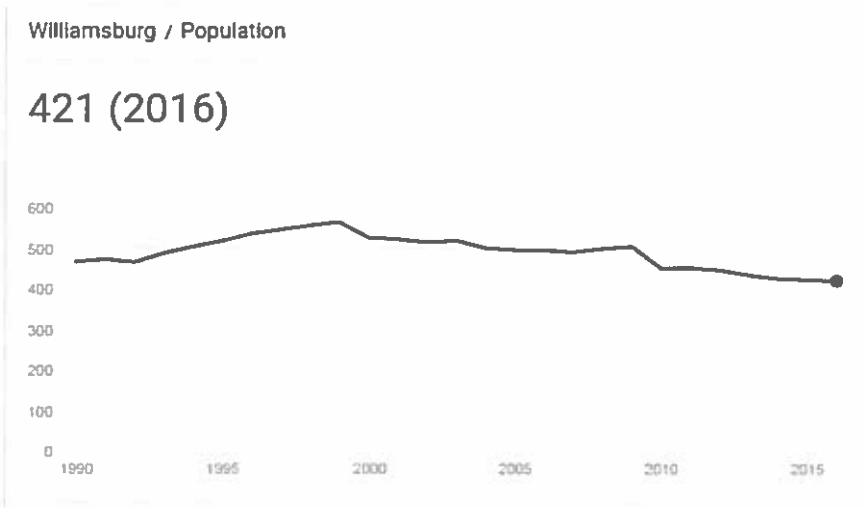


FIGURE 5. WILLIAMSBURG POPULATION

4.1.1 Growth Projection Consensus

The U.S. Census information, shown in Figure 5, illustrates a decline in the population since 2010. However, as discussed in the Preliminary Engineering Reports (PER) for the water & wastewater system improvements, the potential for growth should not be ignored as the area may see growth precipitated from potential development as discussed in the Comprehensive Plan such as; Spaceport America, R & D Park Resorts, Motorplex, etc. As a result, the previous mentioned preliminary engineering reports describe several growth scenarios in an effort to illustrate the potential of area, so that the City is properly prepared.

In this report, taking into account the available population data, we have also provided growth scenarios to facilitate a decision from the staff, board and commission. The planning period for the projections would be through the year 2038 and are provided as a comparison for growth of the community. The previous reports (PER, Comprehensive plan and 2006 Impact Fee Study) used a straight line average growth for projection of future population whereas this report will use an average annual growth rate.

TABLE 1: GROWTH PROJECTION SCENARIOS				
Year	<i>Population Projections</i>			
	<i>0.5 % Annual Growth</i>	<i>0.75% Annual Growth</i>	<i>1% Annual Growth</i>	<i>1.5% Annual Growth</i>
2016	6444	6444	6444	6444
2018	6509	6541	6574	6639
2023	6673	6790	6909	7152
2028	6841	7048	7261	7705
2033	7014	7317	7632	8300
2038	7191	7595	8021	8941
2043	7373	7884	8430	9632

According to the U.S Census, the population of Truth or Consequence grew from 6,221 people in the year 1990 to 7,290 people in the year 2000. Over this 10-year period, Truth or Consequences' growth was approximately 1.7%

Although the population has slightly decreased since 2000, it was determined that a growth rate be applied for any potential population growth. The rate applied for the analysis of the Development Impact Fee is a 0.75 % increase. The increase in population at 0.75% average growth per year, total increase from 2018 to the year 2043 is 1,343. The projected population increase from 2018 to the year 2028 is 507.

Water and wastewater infrastructure typical design criteria would dictate that infrastructure be sized for a minimum of a 25 year service life. Although this Development Impact Fees study should consider a 5 to 10 year time-frame, or as based on the planning period of the City's Capital Improvement Plan (CIP). The planning period for an impact fee study should take into account the projections for sizing water and wastewater infrastructure. Therefore, it is responsible to take into consideration a 25 year population projection.

4.2 Growth Areas

The future growth areas are planned areas for development as a result of future growth, and these areas currently fall within currently zoning/land use:

- Future Growth Area A – Current Zoning C1 and T1
- Future Redevelopment Area B – Current Zoning C1
- Future Growth Area C – Current Zoning C1 and T1
- Future Growth Area D – Current Zoning C1, R3, T1 and un-zoned.
- Future Growth Area E – Current Zoning Village of Williamsburg
- Infill throughout the City – Current Zoning varies

Future Growth Area B is within the current Downtown area and since existing water and wastewater infrastructure currently exists through the area no line extension costs are anticipated. Improvements proposed will be for improvements to the existing infrastructure.

Based on the various reports, cited herein, the city's growth is not being encouraged in any particular area. However, the Downtown area does have the most growth potential since it has the most defined guidance through the Downtown Master Plan. The redevelopment of Area B will depend largely on transportation improvements defined in the report (Downtown Masterplan), which will be dependent on state funding and be in design and construction throughout the next 10 years. Therefore, for the purpose of this report it is anticipated that all the areas will experience growth at the same rate.

At the growth rates used in this report, these defined areas will accommodate the predicted growth beyond the 25 years and no other growth areas will be defined for this study period.

5.0 DEVELOPMENT NEEDS ANALYSIS

The most fundamental challenge Truth or Consequences faces in housing development is the need for upgrades and extensions to the water and wastewater systems. Therefore in this study, only impact fees from water and wastewater facilities will be considered, and only those costs that are needed as a result of population increase. Currently, only water and wastewater impact fees are provided for within the city code.

Both water and wastewater facility expansion is needed to serve new development, as well as infill areas currently served by existing water and wastewater lines.

With the development of the Comprehensive Plan, Downtown Master Plan and the completion of the water and wastewater Preliminary Engineering Reports, the City is in a better position to define those areas that growth should be directed and where growth is anticipated. As such, the planning of infrastructure extensions, water production and wastewater treatment can be defined and quantified for implementation through the development of Impact Fees.

6.0 CAPITAL IMPROVEMENTS PLAN

For the purpose of this study Impact fees will be evaluated from:

- a. Improvements to Water Supply & Storage Facilities
- b. Improvement to Wastewater Treatment Facilities
- c. Wastewater and water line extensions to proposed development area.

The water system has a series of wells, storage tanks, booster stations and conveyance pipelines that provide production and delivery. The wastewater system provides collection, interceptor pipelines, lift stations, forcemains and wastewater treatment. Water and wastewater facilities consist of integrated, inter-connected systems that provide service to all properties connected to those systems.

6.1 Existing Facilities

6.1.1 Water Supply & Storage System

The water system delivers potable water to all the City's residents, commercial businesses, and public use. The Truth or Consequences water system also serves the Village of Williamsburg.

The Truth or Consequences water system consists of six wells, four ground-level storage tanks, a centralized chlorination facility, and miles of pipeline. The City has a recognized right to divert up to about 2,743 acre feet of water per annum of ground water for municipal use. The City's annual water usage is approximately 288 million gallons or 884 acre feet. Truth or Consequences has an additional appropriation of 50 acre feet of geothermal water for swimming pool, heating and related purposes. The City also holds irrigation water rights of 498 acre feet for the irrigation of 83 acres, including an existing golf course and cemetery.

Truth or Consequences currently has four ground-level water storage tanks: one 0.2 million gallon, one 1.2-gallon, and two 3-million gallon storage tanks. The total capacity of existing water storage is 7.4 million gallons. All of the storage tanks of the Water System have been rehabilitated or installed as new within the last ten years and are in excellent condition. The wells vary greatly in age and vary in estimated condition from excellent to poor, directly related to age. The water distribution system is aging and older portions of the system have been

identified to be replaced. This information is provided within the Water System Improvement Preliminary Engineering Report.

An illustration of the City's water system is shown in Figure 6. as shown on the "Water System Improvement Preliminary Engineering Report (August 2015)".

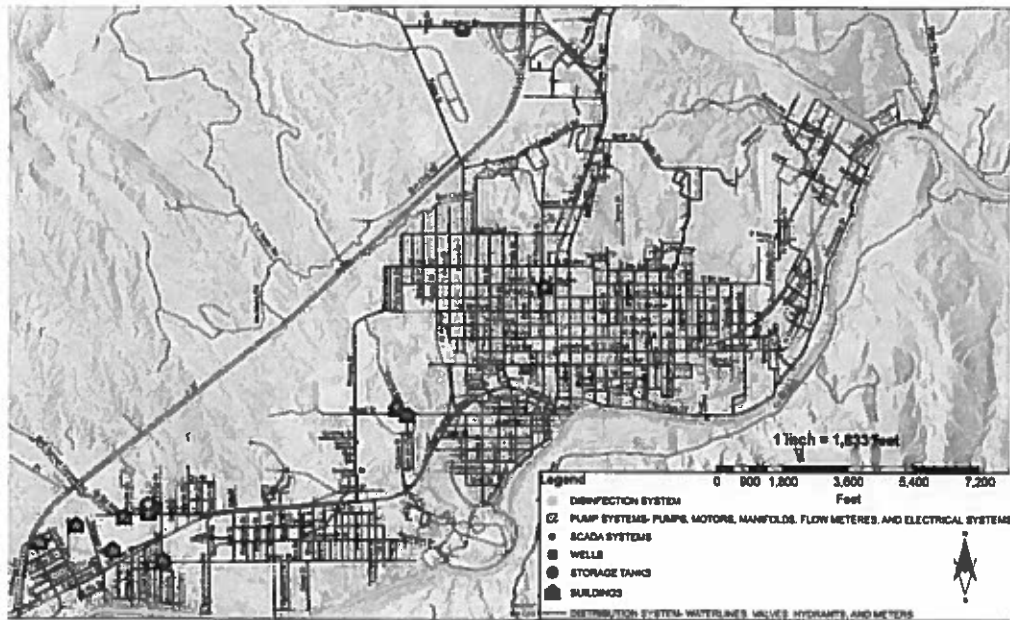


FIGURE 6. EXISTING WATER SYSYTEM

According to the Water System Improvement Preliminary Engineering Report (WSPER) the total production capacity of wells and the overall system are adequate to meet the anticipated future City water demands and the wells are suitable for continued use. One of the City's wells is currently off-line and is to be rehabilitated to provide production for current and future population. The water treatment, storage and the pumping stations are of sufficient capacity and improvements to these facilities will take in to account the aging system components and the proper sizing of the new component for future growth.

The objective of the Development Impact Fees are to require new development to pay a proportionate share of the infrastructure costs that the development imposes on to a community. The WSPER did not separate costs associated only with growth, so a factor will be utilized on

capital improvement costs associated with water and wastewater system improvements. The factor will be based on the difference in existing capacity versus what is needed for the future population as defined by the Wastewater Preliminary Engineering Report (WWPER), see Table 3. below.

6.1.2 Wastewater System

The Truth or Consequences wastewater system moves liquid waste from the City to a wastewater treatment plant. Like the water system, the Truth or Consequences wastewater system is shared with the Village of Williamsburg. In Williamsburg, the system is owned by the Village, which sends the liquid waste to the city of Truth or Consequences treatment facility.

The wastewater collection system began in the 1930's and initially served the core community now located in central Truth or Consequences, between Rio Grande and Broadway Ave, and the County Courthouse. There are now approximately forty miles of collection lines, force mains, and interceptor sewers, in the city. The system has been extended several times in the past decade. There are five lift stations and one vacuum station within the city system.

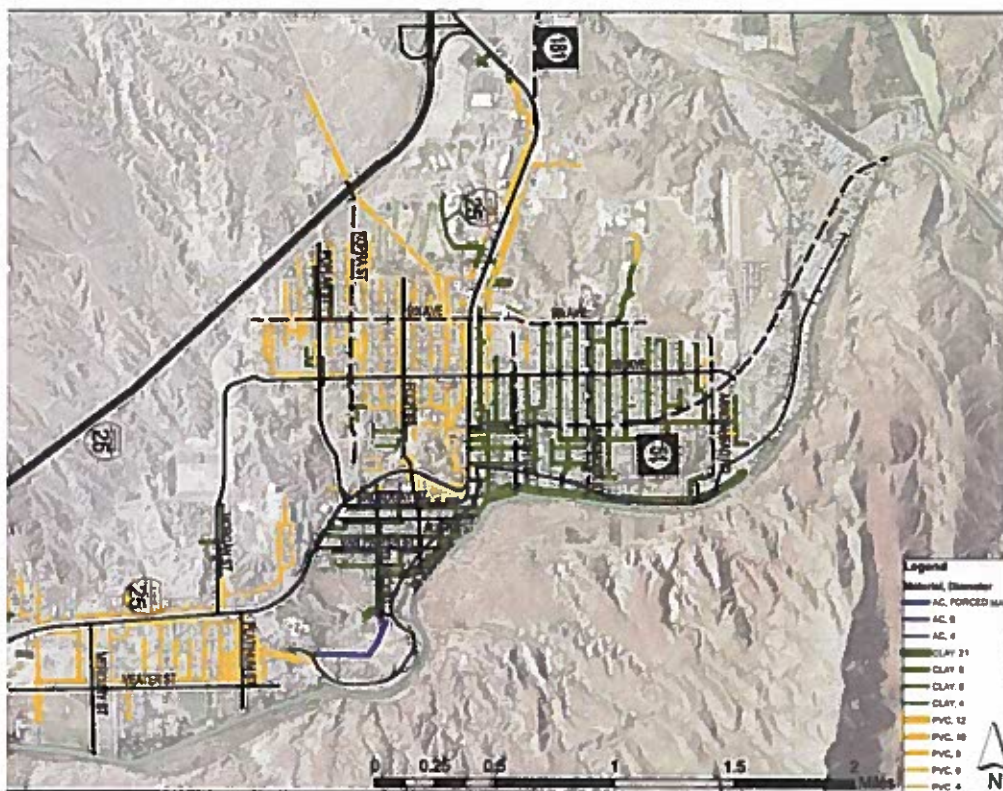


FIGURE 7 EXISTING SEWER SYSTEM

The original wastewater treatment plant for the City of Truth or Consequences and the Village of Williamsburg was constructed in 1978. The plant is located in the far southwest corner of the city, immediately east of the eastern boundary of Williamsburg. It has been found that most of the components of the wastewater treatment system are either close to reaching their operational capacity or have reached the end of their life cycle.

The plant was designed for a capacity of approximately 1.06 million gallons per day (MGD). The facility is currently operating at 75% of its rated capacity with an annual usage of 800,000 gallons per day or 0.8 MGD. According to the Wastewater Preliminary Engineering Report (WWPER), in previous years the treatment facility has operated at almost 95% of its design flow and the WWPER for the purposes of providing capacity uses 95% as its base point. Therefore, the WWPER's engineer's opinion of probable construction cost includes growth for a 1%

population increase as well as for upgrades to an aging facility. Based on the WWPER's population forecasts for their study period, projected increases in population provided a wastewater flow which was used to develop construction cost.

Also, included in the overall construction cost are repairs and upgrades to the aging wastewater system. The objective of the Development Impact Fees are to require new development to pay a proportionate share of the infrastructure costs that the development imposes on to a community. The WWPER did not separate costs associated only with growth, so a factor will be utilized on capital improvement costs associated with wastewater improvements. The factor will be based on the difference in existing capacity versus what is needed for the future population as defined by the WWPER, see Table 2.

TABLE 2: WASTEWATER COST FACTOR FOR ADDITIONAL TREATMENT CAPACITY (INFORMATION FROM WWPER)					
	<i>Flow Projection per WWPER for a 1% Growth by # years</i>				
	<i>Current Design</i>	<i>10</i>	<i>15</i>	<i>18</i>	<i>Design for Future</i>
Population difference		818	1258	1520	
Wastewater Flow (MGD)	1.06	1.05	1.10	1.16	1.30
Factor based on increased capacity		-0.01	0.04	0.09	0.21

6.2 Facility Expansions Needed

6.2.1 Proposed Facilities Upgrade Under Consideration for Development Impact Fees

The concern is that Truth or Consequences cannot maintain or improve the level of water and wastewater service it currently provides. As the population increases, it will place more load on a system that is nearing its capacity. This load increasing on the water and wastewater infrastructure will make it difficult for the city to meet the current demand or to accommodate future needs and thus needs to be planned for early.

The city owns enough water rights to accommodate growth and the water system is adequately sized as indicated by the Water PER. Water rights and replacing existing transmission lines for

larger lines will not be analyzed. The needed expansion for the water system will only include the line extensions to those areas defined as Future Growth Areas, and a proportion of the current water system improvements identified in the City's Infrastructure Capital Improvement Plan (ICIP) to provide water delivery to the increase in population.

The city has been upgrading the existing wastewater treatment facility to 1.3 MGD in response to the increased wastewater flows as defined in the WWPER. The preliminary cost for Truth or Consequences Wastewater System Upgrade Projects includes the upgrades to the wastewater treatment facility. The WWPER has developed construction and project costs for the rehabilitation of the wastewater treatment facility. The costs for this project were developed in 2016 and these estimates are recent enough to be utilized in this analysis. The City's Infrastructure Capital Improvement Plan (ICIP) has listed this cost as current. The total project cost for the wastewater treatment plant improvements as described in the ICIP is \$12,609,729. A majority (as defined in Table 4) of the improvements for this facility have been completed and the funding was provided through several grants and loans. The proportion amount of impact fees assigned to the wastewater treatment will be for the loan amount, interest, remaining and line extensions.

The costs defined in the Water and Wastewater Preliminary Engineering Report (PER) have been reviewed and will be used in this analysis as presented in the PER's. If construction is not completed within the time period defined in the ICIP, these costs should be adjusted accordingly until the project is funded.

6.2.2 Water & Wastewater Improvements needed and made a part of the CIP

The Growth area previously discussed will require improvements to provide water and wastewater to these areas, up to a point in which the developer may connect to the subdivision network for water distribution and wastewater collection.

In Future Growth Area A, water improvements will require a booster station to provide adequate water pressure to the higher areas. The lower areas will be supplied water through an existing line that can serve by gravity through the existing water tank. Wastewater improvements in

Future Growth Area A, will not need wastewater line extensions since the existing wastewater line currently extends to the area.

Future Growth Area C, will require a water line extension and a river crossing to a point where development can extend lines within the subdivision. Wastewater improvements in Future Growth Area C, will require a lift station, a forcemain to cross the Rio Grande, and gravity line to a point where development can make a connection from the subdivision's gravity system.

Future Growth Area E, will require a water line extension from the existing city's infrastructure to a point within the area where development can extend into the subdivision. Wastewater improvements in Future Growth Area E, will require a lift station, forcemain extending to an existing system, and gravity line to a point where development can make a connection from the subdivision's gravity system.

The overall water and wastewater system operate through a series of water booster stations and wastewater lift stations. These systems are sized accordingly, as aforementioned in this report, and would need to be upgraded as growth occurs. Therefore, the impact fee must also take into account the upgrades of those facilities in the Capital Improvements Plan (CIP). Since the City has already identified those improvements, they are made a part of this CIP.

In summary, the items included in the Capital Improvements Plan for this study are as follows:

Water Improvements

- Cook Street Water Treatment Facility Improvements
- Morgan Street Booster Station Improvements
- Improvements to Future Growth Area A
- Improvements to Future Growth Area C
- Improvements to Future Growth Area E

Wastewater Improvements

- Wastewater Treatment Plant Improvements
- Improvements to Future Growth Area C
- Improvements to Future Growth Area E

6.2.3 Offsets for Alternative Revenue

The City secured funding for the Wastewater treatment facility and only the cost associated with the loan and interest are eligible for Development Impact Fee. A table with the eligible cost is shown below in Table 3.

TABLE 3. WASTEWATER TREATMENT PLANT FUNDING BREAKDOWN FOR IMPACT FEE					
Funding	Grant	Loan	Interest	Local Match	Total Eligible
USDA, RUS Loan	\$4,515,400	\$715,000	\$38,500		\$753,500
NMFA 3171	\$675,000	\$75,000	\$0	\$75,000	\$150,000
NMFA 3364	\$675,000	\$75,000	\$0	\$75,000	\$150,000
USDA, RUS Loan	\$3,582,000	\$910,000	\$37,052		\$947,052
Totals	\$9,447,400	\$1,775,000	\$75,552	\$150,000	\$2,000,552

Water improvement cost summary is shown on the tables below (Table 4 & Table 5). The individual cost spreadsheets are provided in the Appendix.

TABLE 4: WATER SYSTEM IMPROVEMENTS AS DEFINED IN CAPITAL IMPROVEMENT PLAN					
	Costs with Growth Rates factors				
	CIP Cost	0.5 % Annual Growth	0.75% Annual Growth	1% Annual Growth	1.5% Annual Growth
Cook St. Water Treatment Facility Improvement	\$ 2,099,000				
Factor		0.11	0.16	0.21	0.32
Cook St. Cost attributed to Growth		\$220,395	\$330,593	\$440,790	\$661,185
Morgan St. Booster Station Improvements	\$ 250,000				
Factor		0.11	0.16	0.21	0.32
Morgan St. Cost attributed to Growth		\$27,500	\$40,000	\$52,500	\$80,000

TABLE 5: WATER SYSTEM IMPROVEMENTS FOR THE FUTURE GROWTH AREAS					
	<i>Costs with Growth Rates factors</i>				
	CIP Cost	0.5 % Annual Growth	0.75% Annual Growth	1% Annual Growth	1.5% Annual Growth
Water Extension for Growth Areas	\$ 1,023,100				
Phased cost for 10 year growth		\$ 33,762	\$52,634	\$ 71,321	\$110,667
Total Water Improvements			\$ 355,089		

Wastewater improvement cost summary is shown on the tables below (Table 6 & Table 7). The individual cost spreadsheets are provided in the Appendix.

TABLE 6: WASTEWATER TREATMENT COST AS DEFINED IN CAPITAL IMPROVEMENT PLAN					
	<i>Costs with Growth Rates factors</i>				
	CIP Cost	0.5 % Annual Growth	0.75% Annual Growth	1% Annual Growth	1.5% Annual Growth
Adjusted Wastewater Treatment Plant	\$ 2,000,552	0.11	0.16	0.21	0.32
Cost attributed to Growth		\$210,058	\$315,087	\$420,116	\$630,174

TABLE 7: WASTEWATER SYSTEM IMPROVEMENTS FOR THE FUTURE GROWTH AREAS					
	<i>Costs with Growth Rates factors</i>				
	CIP Cost	0.5 % Annual Growth	0.75% Annual Growth	1% Annual Growth	1.5% Annual Growth
Wastewater Extension for Growth Areas	\$ 777,500				
Phased cost for 10 year growth		\$ 26,193	\$39,999	\$54,200	\$84,101
Total Water Improvements			\$ 355,087		

6.2.4 Summary of Impact Fee Estimation for Average Homes

As discussed in previous sections, water and sewer impact fees can be determined using different kinds of information from the potential users. Some utilities based their fees on meter size, and some have a fixed impact fee per new construction. In addition, some utilities use the same size of the new home to calculate their impact fees. However, the current method used by the City is to charge the development by fixture unit. This is done by using the total growth and from that calculating the number of average homes needed to accommodate the increase in growth. By using the average home, a cost per fixture unit can be obtained as shown in the table below.

TABLE 8: ANALYSIS OF EQUIVALENT FIXTURE UNIT FOR THE EXPECTED POPULATION INCREASE				
<i>Average # of Fixture Units per Home</i>	<i>Population Increase in 10 years at 0.75%</i>	<i>Population per Average Home</i>	<i>Total Number of Homes</i>	<i>Total Number of Fixture Unit for Population Increase</i>
20	507	1.94	261	5230

The total cost of improvements for water and wastewater will be shared by the number of total number of fixture units and that will determine the Development Impact Fee for new development. The net cost for Development Impact fees is shown in Table 9.

**TABLE 9:
WATER AND WASTEWATER CAPITAL NEEDS FOR THE STUDY PERIOD**

	<i>Costs</i>	<i>Fixture Units</i>	<i>Cost per Fixture Units</i>	<i>Cost per Average House Unit</i>
Water Improvement Costs	\$ 423,227	5230	\$80.92	\$1,618.46
Wastewater Improvement Costs	\$ 355,087	5230	\$67.89	\$1,357.89
Water & Wastewater Capital need per Fixture Units			\$ 148.81	\$ 2,976.35

7.0 METHODOLOGIES FOR SETTING IMPACT FEES

There are variety of approaches that can be used to set impact fees. In the previous impact fee study report the author looked at a couple of methods of which are:

- a. Average Cost Pricing Method- which sets a flat connection fee.
- b. Marginal Cost Pricing System Method- in the form of a three part tariff. One part is sewer services, such as a treatment plant; the second part is a charge for costs of delivering the new service, such as costs of the connections or extensions; the third part of the tariff is a charge for actual use, based on the costs of the producing the service.

Any methodology, however, must comply with the fundamental principle of impact fees, in which new development should not be charged for a higher level of service than existing development.

The City currently utilizes the Average Cost Pricing Method and has established a fee based a cost per fixture unit. An Average Cost Pricing Methodology relies on a list of planned capital improvements, and is basically calculated by dividing the cost of needed improvements over a given time period by the anticipated new fixture units (or population increase) over the same time period. We recommend continuing with this method as it provides the most flexibility for the City as well as provides fairness to the developer and home buyer. Therefore, Average Cost Pricing in the form of a cost per fixture unit, will be used to determine the potential development impact fees for the City of Truth or Consequences.

7.1.1 Fixture Units

The City currently assesses impact fees based on the amount of fixture units that are proposed per new residential or commercial unit. This approach provides a fairness in that less fixtures units use less of the water and wastewater resources.

The previous impact fee study utilized 20 fixture units per residential unit. The current impact fee per fixture unit is \$150, at 20 units which equates to \$3,000 for an average residential unit.

Twenty (20) fixture units is determined by using the International Plumbing Code to establish the number of units per a given fixture. The average two bath home uses approximately 20 fixture units and is based as shown below in Table 10. The previous impact fee study utilized 20 fixture units for the average home.

TABLE 10. IPC FIXTURE UNIT VALUES PER FIXTURE

Individual Appliance, Appurtenance or Fixture	Minimum Size	Drainage Fixture Unit Values (DFU)	
	(Inch)	Private Installations	Public Installations
Bar sink	1 1/2	1	1
Bathroom (water closet, lavatory, bidet and tub or shower)	3	6	-
Bathtub	1 1/2	2	2
Bidet	1 1/4	1	
Bidet	1 1/2	2	
Clothes Washer	2	3	3
Dishwasher, domestic	1 1/2	2	2
Drinking fountain	1 1/4	0.5	0.5
Floor drain	2	2	2
Shower	2	2	2
Laundry tub	1 1/2	2	2
Lavatory	1 1/4	1	1
Bar sink	1 1/2	1	
Kitchen sink, domestic	1 1/2	2	2
Laundry sink	1 1/2	2	2
Service or mop basin	2		3
Urinal	2	2	2
Water closet with gravity tank	3	3	4
Water closet with flushometer tank	3	3	4

8.0 CONCLUSION AND RECOMENDATION

The city of Truth or Consequences has reached a stage where new residential and commercial development will potentially outgrow the city's infrastructure. It will be difficult for the city to afford upgrades to handle the increased loads without financial assistance. Impact fees are one method of accumulating some of the vital financial resources necessary to handle growth.

In this study, existing conditions have been analyzed and adjusted for potential population growth. The potential future growth areas have also been taken into account. It is recommended that the City keep its Development Impact Fee at the current rate of **\$150 per fixture unit**.

This study calculates the maximum fees that could be adopted by the City. The City, at their discretion, can choose to adopt the maximum fee or could reduce it and rely on other means for providing the funding such as, actively seeking grant money from the Federal and/or State agencies or phasing-in on a schedule. It is our recommendation that Development Impact fees be adopted as shown at the amounts calculated/described in this study.

The Development Fees Act requires that the Land Use Assumptions and Capital Improvements Plan be updated within five years from the date that the last capital improvements plan was adopted and as such we recommend that this report be updated every five (5) years.

APPENDIX A

Table A-1 Water System Improvement - extension to the Growth Areas
Engineer's Opinion of Probable Construction Cost

Future Growth Area A					
No	Description	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
	Mobilization / Demobilization	LS	1	\$15,000	\$15,000
	6" Water line from supply to booster, complete in place	LF	300	\$35	\$10,500
	Booster Station with an approximate Capacity of 100 GPM yard piping and control valves, complete in place	LS	1	\$165,000	\$165,000
	Booster Station Building, site grading, complete in place	LS	1	\$210,000	\$210,000
	Site Electrical to pump station, site lighting, SCADA and miscellaneous control wiring, complete in place	LS	1	\$52,000	\$52,000
	8" Water line, including valves complete in place	LF	500	\$40	\$20,000
	Construction Subtotal - 1				\$472,500
	Contingency	%	10%		\$47,250
	NMGRT	%	8.50%		\$44,179
	Construction Subtotal - 2				\$563,929
	Engineering Design, Survey & Geotechnical				\$84,600
	NMGRT	%	8.31%		\$7,032
	Engineering Subtotal				\$91,632
	Project Total				\$655,600

Table A-4 Wastewater System Improvement - extension to the Growth Areas
Engineer's Opinion of Probable Construction Cost

Future Growth Area C					
No	Description	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	Mobilization / Demobilization	LS	1	\$15,000	\$15,000
2	8" Gravity Sanitary Sewer line to the lift station, complete in place.	LF	420	\$35	\$14,700
3	4' Diameter Manholes	EA	2	\$4,200	\$8,400
4	Duplex Lift Station with a Capacity of 150 GPM, pump and controls, complete in place	LS	1	\$85,000	\$85,000
5	6' Diameter Wet Well and concrete valve Pit including yard piping from pumps to force main 5' beyond site, include dewatering, complete in place	LS	1	\$55,000	\$55,000
6	Site Electrical to pump station, site lighting and miscellaneous control wiring, complete in place	LS	1	\$15,000	\$15,000
7	Site Grading and fencing, complete in place	LS	1	\$8,000	\$8,000
8	4" Sewer Forcemain including clean outs, complete in place	LF	500	\$30	\$15,000
9	Forcemain River Crossing, within casing, complete in place	LF	300	\$180	\$54,000
Construction Subtotal - 1					\$270,100
	Contingency	%	10%		\$27,010
	NMGRT	%	8.50%		\$25,254
Construction Subtotal - 2					\$322,364
	Engineering Design, Survey & Geotechnical				\$48,400
	NMGRT	%	8.31%		\$4,023
Engineering Subtotal					\$52,423
Project Total					\$374,800

**Table A-5 Wastewater System Improvement - extension to the Growth Areas
Engineer's Opinion of Probable Construction Cost**

Future Growth Area E					
No	Description	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
	Mobilization / Demobilization	LS	1	\$15,000	\$15,000
	8" Gravity Sanitary Sewer line to the lift station, complete in place.	LF	420	\$35	\$14,700
	4' Diameter Manholes	EA	2	\$5,000	\$10,000
	Duplex Lift Station with a Capacity of 150 GPM, pump and controls, complete in place	LS	1	\$65,000	\$65,000
	6' Diameter Wet Well and concrete valve Pit including yard piping from pumps to force main 5' beyond site, include dewatering, complete in place	LS	1	\$50,000	\$50,000
	Site Electrical to pump station, site lighting and miscellaneous control wiring, complete in place	LS	1	\$15,000	\$15,000
	Site Grading and fencing, complete in place	LS	1	\$8,000	\$8,000
	4" Sewer Forcemain including clean outs, complete in place	LF	2250	\$30	\$67,500
	Pavement removal and replacement	SY	1000	\$45	\$45,000
	Construction Subtotal - 1				\$290,200
	Contingency	%	10%		\$29,020
	NMGRT	%	8.50%		\$27,134
	Construction Subtotal - 2				\$346,354
	Engineering Design, Survey & Geotechnical				\$52,000
	NMGRT	%	8.31%		\$4,323
	Engineering Subtotal				\$56,323
	Project Total				\$402,700

Table A-2 Water System Improvement - extension to the Growth Areas
Engineer's Opinion of Probable Construction Cost

Future Growth Area C					
No	Description	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
	Mobilization / Demobilization	LS	1	\$15,000	\$15,000
	8" Water line, including valves complete in place	LF	600	\$35	\$21,000
	Water line River Crossing, complete within place in casing	LF	500	\$180	\$90,000
	Construction Subtotal - 1				\$126,000
	Contingency	%	10%		\$12,600
	NMGRT	%	8.50%		\$11,781
	Construction Subtotal - 2				\$150,381
	Engineering Design, Survey & Geotechnical				\$22,600
	NMGRT	%	8.31%		\$1,879
	Engineering Subtotal				\$24,479
	Project Total				\$174,900

Table A-3 Water System Improvement - extension to the Growth Areas
Engineer's Opinion of Probable Construction Cost

Future Growth Area E					
No	Description	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
	Mobilization / Demobilization	LS	1	\$15,000	\$15,000
	8" Water line, including valves complete in place	LF	2250	\$35	\$78,750
	Pavement Removal and replacement	SY	1000	\$45	\$45,000
	Construction Subtotal - 1				\$138,750
	Contingency	%	10%		\$13,875
	NMGRT	%	8.50%		\$12,973
	Construction Subtotal - 2				\$165,598
	Engineering Design, Survey & Geotechnical				\$24,900
	NMGRT	%	8.31%		\$2,070
	Engineering Subtotal				\$26,970
	Project Total				\$192,600

APPENDIX B

5-8-1. Short title.

This act [5-8-1 through 5-8-42 NMSA 1978] may be cited as the "Development Fees Act".

History: Laws 1993, ch. 122, § 1.

5-8-2. Definitions.

As used in the Development Fees Act:

A. "affordable housing" means any housing development built to benefit those whose income is at or below eighty percent of the area median income; and who will pay no more than thirty percent of their gross monthly income towards such housing;

B. "approved land use assumptions" means land use assumptions adopted originally or as amended under the Development Fees Act;

C. "assessment" means a determination of the amount of an impact fee;

D. "capital improvement" means any of the following facilities that have a life expectancy of ten or more years and are owned and operated by or on behalf of a municipality or county:

(1) water supply, treatment and distribution facilities; wastewater collection and treatment facilities; and storm water, drainage and flood control facilities;

(2) roadway facilities located within the service area, including roads, bridges, bike and pedestrian trails, bus bays, rights of way, traffic signals, landscaping and any local components of state and federal highways;

(3) buildings for fire, police and rescue and essential equipment costing ten thousand dollars (\$10,000) or more and having a life expectancy of ten years or more; and

(4) parks, recreational areas, open space trails and related areas and facilities;

E. "capital improvements plan" means a plan required by the Development Fees Act that identifies capital improvements or facility expansion for which impact fees may be assessed;

F. "county" means a county of any classification;

G. "facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization or expansion of an existing facility to better serve existing development, including schools and related facilities;

H. "hook-up fee" means a reasonable fee for connection of a service line to an existing gas, water, sewer or municipal or county utility;

I. "impact fee" means a charge or assessment imposed by a municipality or county on new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, development fees and any other fee that functions as described by this definition. The term does not include hook-up fees, dedication of rights of way or easements or construction or dedication of on-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks or curbs if the dedication or construction is required by a previously adopted valid ordinance or regulation and is necessitated by and attributable to the new development;

J. "land use assumptions" includes a description of the service area and projections of changes in land uses, densities, intensities and population in the service area over at least a five-year period;

K. "municipality" means any incorporated city, town or village, whether incorporated under general act, special act or special charter, and H class counties, including any home rule

municipality or H class county chartered under the provisions of Article 10, Section 6 of the constitution of New Mexico;

L. "new development" means the subdivision of land; reconstruction, redevelopment, conversion, structural alteration, relocation or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units;

M. "qualified professional" means a professional engineer, surveyor, financial analyst or planner providing services within the scope of his license, education or experience;

N. "roadway facilities" means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the municipality or county, including bridges, bike and pedestrian trails, bus bays, rights of way, traffic signals, landscaping and any local components of state or federal highways;

O. "service area" means the area within the corporate boundaries or extraterritorial jurisdiction of a municipality or the boundaries of a county to be served by the capital improvements or facility expansions specified in the capital improvements plan designated on the basis of sound planning and engineering standards; and

P. "service unit" means a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements or facility expansions.

History: Laws 1993, ch. 122, § 2.

5-8-3. Authorization of fee.

A. Unless otherwise specifically authorized by the Development Fees Act, no municipality or county may enact or impose an impact fee.

B. If it complies with the Development Fees Act, a municipality or county may enact or impose impact fees on land within its respective corporate boundaries.

C. A municipality and county may enter into a joint powers agreement to provide capital improvements within an area subject to both county and municipal platting and subdivision jurisdiction or extraterritorial jurisdiction and may charge an impact fee under the agreement, but if an impact fee is charged in that area, the municipality and county shall comply with the Development Fees Act.

D. A municipality or county may waive impact fee requirements for affordable housing projects.

History: Laws 1993, ch. 122, § 3; 2001, ch. 176, § 1.

5-8-4. Items payable by fee.

A. An impact fee may be imposed only to pay the following specified costs of constructing capital improvements or facility expansions:

- (1) estimated capital improvements plan cost;
- (2) planning, surveying and engineering fees paid to an independent qualified professional who is not an employee of the municipality or county for services provided for and directly related to the construction of capital improvements or facility expansions;
- (3) fees actually paid or contracted to be paid to an independent qualified professional, who is not an employee of the municipality or county, for the preparation or updating of a capital improvements plan; and
- (4) up to three percent of total impact fees collected for administrative costs for municipal or county employees who are qualified professionals.

B. Projected debt service charges may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes or other obligations issued to finance construction of capital improvements or facility expansions identified in the capital improvements plan.

History: Laws 1993, ch. 122, § 4.

5-8-5. Items not payable by fee.

Impact fees shall not be imposed or used to pay for:

A. construction, acquisition or expansion of public facilities or assets that are not capital improvements or facility expansions identified in the capital improvements plan;

B. repair, operation or maintenance of existing or new capital improvements or facility expansions;

C. upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;

D. upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development;

E. administrative and operating costs of a municipality or county except as provided in Paragraph (4) of Subsection A of Section 4 [5-8-4 NMSA 1978] of the Development Fees Act;

F. principal payments or debt service charges on bonds or other indebtedness, except as allowed by Section 4 of the Development Fees Act; or

G. libraries, community centers, schools, projects for economic development and employment growth, affordable housing or apparatus and equipment of any kind, except capital improvements defined in Paragraph (3) of Subsection C [D] of Section 2 [5-8-2 NMSA 1978] of the Development Fees Act.

History: Laws 1993, ch. 122, § 5.

5-8-6. Capital improvements plan.

A. A municipality or county shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan shall follow the infrastructure capital improvement planning guidelines established by the department of finance and administration and shall address the following:

(1) a description, as needed to reasonably support the proposed impact fee, which shall be prepared by a qualified professional, of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand or replace the described capital improvements to adequately meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards;

(2) an analysis, which shall be prepared by a qualified professional, of the total capacity, the level of current usage and commitments for usage of capacity of the existing capital improvements;

(3) a description, which shall be prepared by a qualified professional, of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions;

(4) a definitive table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial;

(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(6) the projected demand for capital improvements or facility expansions required by new service units accepted over a reasonable period of time, not to exceed ten years; and

(7) anticipated sources of funding independent of impact fees.

B. The analysis required by Paragraph (2) of Subsection A of this section may be prepared on a system-wide basis within the service area for each major category of capital improvement or facility expansion for the designated service area.

C. The governing body of a municipality or county is responsible for supervising the implementation of the capital improvements plan in a timely manner.

History: Laws 1993, ch. 122, § 6.

5-8-7. Maximum fee per service unit.

The fee shall not exceed the cost to pay for a proportionate share of the cost of system improvements, based upon service units, needed to serve new development.

History: Laws 1993, ch. 122, § 7.

5-8-8. Time for assessment and collection of fee.

A. Assessments of an impact fee shall be made at the earliest possible time. Collection of the impact fee shall occur at the latest possible time.

B. For land that has been platted in accordance with the subdivision or platting procedures of a municipality or county before the effective date of the Development Fees Act or for land on which new development occurs or is proposed without platting, the municipality or county may assess the impact fees at the time of development approval or issuance of a building permit, whichever date is earlier. The assessment shall be valid for a period of not less than four years from the date of development approval or issuance of a building permit, whichever date is earlier.

C. For land that is platted after the effective date of the Development Fees Act, the municipality or county shall assess the fees at the time of recording of the subdivision plat and this assessment shall be valid for a period of not less than four years from the date of recording of the plat.

D. Collection of impact fees shall occur no earlier than the date of issuance of a building permit.

E. For new development that is platted in accordance with the subdivision or platting procedures of a municipality or county before the adoption of an impact fee, an impact fee shall not be collected on any service unit for which a valid building permit has been issued.

F. After the expiration of the four-year period described in Subsections B and C of this section, a municipality or county may adjust the assessed impact fee to the level of current impact fees as provided in the Development Fees Act.

History: Laws 1993, ch. 122, § 8.

5-8-9. Additional fee prohibited; exception.

Except as provided in Subsection F of Section 8 [5-8-8 NMSA 1978] of the Development Fees Act, after assessment of the impact fees attributable to the new development or execution of an agreement for payment of impact fees, additional impact fees or increases in fees may not be assessed for any reason unless the number of service units to be developed increases. In the event of an increase in the number of service units, the impact fees to be imposed are limited to the amount attributable to the additional service units.

History: Laws 1993, ch. 122, § 9.

5-8-10. Agreement with owner regarding payment.

A municipality or county is authorized to enter into an agreement with the owner of a tract of land for which a plat has been recorded providing for a method of payment of the impact fees over an extended period of time otherwise in compliance with the Development Fees Act.

History: Laws 1993, ch. 122, § 10.

5-8-11. Collection of fees if services not available.

Impact fees may be assessed but shall not be collected unless the:

A. collection is made to pay for a capital improvement or facility expansion that has been identified in the capital improvements plan and the municipality or county commits to complete construction within seven years and to have the service available within a reasonable period of time after completion of construction considering the type of capital improvement or facility expansion to be constructed but in no event longer than seven years;

B. municipality or county agrees that the owner of a new development may construct to adopted municipal or county standards or finance the capital improvements or facility expansions and agrees that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development or agrees to reimburse the owner for such costs from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the property owner of record at the time the plat of the other new development is recorded; or

C. time period set forth in Subsection A of this section can be extended, provided the municipality or county obtains a performance bond or similar surety securing performance of the obligation to construct the capital improvements or facility expansions but in no event longer than seven years from commencement of construction of the capital improvements or facility expansion for which fees have been collected. The municipality or county shall establish written procedures to ensure that the owner of a new development shall not lose the value of the credits. Any refund for fees shall be made as provided in Section 17 [5-8-17 NMSA 1978] of the Development Fees Act.

History: Laws 1993, ch. 122, § 11.

5-8-12. Entitlement to services.

Any new development for which an impact fee has been paid is entitled to the permanent use and benefit of the services for which the fee was exacted and is entitled to receive prompt service from any existing facilities with actual capacity to serve the new service units.

History: Laws 1993, ch. 122, § 12.

5-8-13. Authority of municipality or county to spend funds or enter into agreements to reduce fees.

Municipalities or counties may spend funds from any lawful source or pay for all or a part of the capital improvements or facility expansions to reduce the amount of impact fees. A developer and a municipality or county may agree to offset or reduce part or all of the impact fee assessed on that new development, provided that the public policy which supports the reduction is contained in the appropriate planning documents of the municipality or county and provided that the development's new proportionate share of the system improvement is funded with revenues other than impact fees from other new developments.

History: Laws 1993, ch. 122, § 13

5-8-14. Requirement for governmental entities to pay fees.

Governmental entities shall pay all impact fees imposed under the Development Fees Act.

History: Laws 1993, ch. 122, § 14.

5-8-15. Credits against facilities fees.

Any construction of, contributions to or dedications of on-site or off-site facilities, improvements, or real or personal property with off-site benefits not required to serve the new development, in excess of minimum municipal and county standards established by a previously adopted and valid ordinance or regulation and required by a municipality or county as a condition of development approval shall be credited against impact fees otherwise due from the development. The credit shall include the value of:

A. dedication of land for parks, recreational areas, open space trails and related areas and facilities or payments in lieu of that dedication; and

B. dedication of rights of way or easements or construction or dedication of on-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks or curbs.

History: Laws 1993, ch. 122, § 15.

5-8-16. Accounting for fees and interest.

A. The order, ordinance or resolution imposing an impact fee shall provide that all money collected through the adoption of an impact fee shall be maintained in separate interest-bearing accounts clearly identifying the payor and the category of capital improvements or facility expansions within the service area for which the fee was adopted.

B. Interest earned on impact fees shall become part of the account on which it is earned and shall be subject to all restrictions placed on the use of impact fees under the Development Fees Act.

C. Money from impact fees may be spent only for the purposes for which the impact fee was imposed as shown by the capital improvements plan and as authorized by the Development Fees Act.

D. The records of the accounts into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours of the municipality or county.

E. As part of its annual audit process, a municipality or county shall prepare an annual report describing the amount of any impact fees collected, encumbered and used during the preceding year by category of capital improvement and service area identified as provided in Subsection A of this section.

History: Laws 1993, ch. 122, § 16.

5-8-17. Refunds.

A. Upon the request of an owner of the property on which an impact fee has been paid, the municipality or county shall refund the impact fee if existing facilities are available and service is not provided or the municipality or county has, after collecting the fee when service was not available, failed to complete construction within the time allowed under Section 11 [5-8-11 NMSA 1978] of the Development Fees Act or service is not available within a reasonable period of time after completion of construction considering the type of capital improvement or facility expansion to be constructed, but in no event later than seven years from the date of payment under Subsection A of Section 11 of the Development Fees Act.

B. Upon completion of the capital improvements or facility expansions identified in the capital improvements plan, the municipality or county shall recalculate the impact fee using the actual costs of the capital improvements or facility expansion. If the impact fee calculated based on actual costs is less than the impact fee paid, including any sources of funding not anticipated in the capital improvements plan, the municipality or county shall refund the difference if the difference exceeds the impact fee paid by more than ten percent, based upon actual costs.

C. The municipality or county shall refund any impact fee or part of it that is not spent as authorized by the Development Fees Act within seven years after the date of payment.

D. A refund shall bear interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section 56-8-3 NMSA 1978.

E. All refunds shall be made to the record owner of the property at the time the refund is paid. However, if the impact fees were paid by a governmental entity, payment shall be made to the governmental entity.

F. The owner of the property on which an impact fee has been paid or a governmental entity that has paid the impact fee has standing to sue for a refund under this section.

History: Laws 1993, ch. 122, § 17.

5-8-18. Compliance with procedures required.

Except as otherwise provided by the Development Fees Act, a municipality or county shall comply with that act to levy an impact fee.

History: Laws 1993, ch. 122, § 18.

5-8-19. Hearing on land use assumptions.

To impose an impact fee, a municipality or county shall schedule and publish notice of a public hearing to consider land use assumptions within the designated service area that will be used to develop the capital improvements plan.

History: Laws 1993, ch. 122, § 19.

5-8-20. Information about assumptions available to public.

On or before the date of the first publication of the notice of the hearing on land use assumptions, the municipality or county shall make available to the public its land use assumptions, the time period of the projections and a description of the general nature of the capital improvement facilities that may be proposed.

History: Laws 1993, ch. 122, § 20.

5-8-21. Notice of hearing on land use assumptions.

A. The municipality or county shall publish notice of the hearing conforming to locally adopted regulations governing change-of-zone requests, except as otherwise provided in this section.

B. The notice shall contain:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON LAND
USE ASSUMPTIONS RELATING
TO POSSIBLE ADOPTION OF
IMPACT FEES";

(2) the time, date and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the land use assumptions that will be used to develop a capital improvements plan under which an impact fee may be imposed;

(4) an easily understandable map of the service area to which the land use assumptions apply; and

(5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions.

C. The municipality or county, within thirty days after the date of the public hearing, shall approve or disapprove the land use assumptions.

D. An ordinance, order or resolution approving land use assumptions shall not be adopted as an emergency measure and its adoption must comply with the procedural requirements of the Development Fees Act.

History: Laws 1993, ch. 122, § 21.

5-8-22. System-wide land use assumptions.

A. A municipality or county may adopt system-wide land use assumptions for water supply and treatment facilities in lieu of adopting land use assumptions for each service area for such facilities.

B. Prior to adopting system-wide land use assumptions, a municipality or county shall follow the public notice, hearing and other requirements for adopting land use assumptions.

C. After adoption of system-wide land use assumptions, a municipality or county is not required to adopt additional land use assumptions for a service area for water supply, treatment and distribution facilities or wastewater collection and treatment facilities as a prerequisite to the adoption of a capital improvements plan or impact fee, provided the capital improvements plan and impact fee are consistent with the system-wide land use assumptions.

History: Laws 1993, ch. 122, § 22.

5-8-23. Capital improvements plan required after approval of land use assumptions.

If the governing body adopts an ordinance, order or resolution approving the land use assumptions, the municipality or county shall provide for a capital improvements plan to be developed by qualified professionals using generally accepted engineering and planning practices in accordance with Section 6 [5-8-6 NMSA 1978] of the Development Fees Act.

History: Laws 1993, ch. 122, § 23.

5-8-24. Hearing on capital improvements plan and impact fee.

Upon completion of the capital improvements plan, the governing body shall schedule and publish notice of a public hearing to discuss the adoption of the capital improvements plan and imposition of the impact fee. The public hearing must be held by the governing body of the municipality or county to discuss the proposed ordinance, order or resolution adopting a capital improvements plan and imposing an impact fee.

History: Laws 1993, ch. 122, § 24.

5-8-25. Information about plan available to public.

On or before the date of the first publication of the notice of the hearing on the capital improvements plan and impact fee, the plan shall be made available to the public.

History: Laws 1993, ch. 122, § 25.

5-8-26. Notice of hearing on capital improvements plan and impact fee.

A. The municipality or county shall publish notice of the hearing conforming to locally adopted regulations governing change-of-zone requests, except as otherwise provided in this section.

B. The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON CAPITAL
IMPROVEMENTS PLAN AND
ADOPTION OF IMPACT
FEES";

(2) the time, date and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the proposed capital improvements plan and the adoption of an impact fee;

(4) an easily understandable map of the service area in which the proposed fee will be imposed;

- (5) the amount of the proposed impact fee per service unit; and
- (6) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

History: Laws 1993, ch. 122, § 26.

5-8-27. Advisory committee comments on capital improvements plan and impact fees.

The advisory committee created under Section 37 [5-8-37 NMSA 1978] of the Development Fees Act shall file its written comments on the proposed capital improvements plan and impact fees before the fifth business day before the date of the public hearing on the plan and fees.

History: Laws 1993, ch. 122, § 27.

5-8-28. Approval of capital improvements plan and impact fee required.

A. The municipality or county, within thirty days after the date of the public hearing on the capital improvements plan and impact fee, shall approve, disapprove or modify the adoption of the capital improvements plan and imposition of an impact fee.

B. An ordinance, order or resolution approving the capital improvements plan and imposition of an impact fee shall not be adopted as an emergency measure and its adoption must comply with the procedural requirements of the Development Fees Act.

History: Laws 1993, ch. 122, § 28.

5-8-29. Consolidation of land use assumptions and capital improvements plan.

A. In lieu of separately adopting the land use assumptions and capital improvements plan for a service area containing not greater than three hundred units, a municipality or county may consolidate the land use assumptions and the capital improvements plan, and adopt the assumptions, the plan and the impact fee simultaneously.

B. If a municipality or county elects to consolidate the land use assumptions and capital improvements plan as authorized by Subsection A of this section, the municipality or county shall first comply with Section 20 [5-8-20 NMSA 1978] of the Development Fees Act and follow the public notice and hearing requirements for adopting a capital improvements plan and impact fee as provided in Section 21 [5-8-21 NMSA 1978] of that act, except:

- (1) the headline for the notice by publication shall read as follows:

"NOTICE OF PUBLIC HEARING ON
ADOPTION OF LAND USE
ASSUMPTIONS AND
IMPACT FEES";

(2) the notice shall state that the municipality or county intends to adopt land use assumptions, a capital improvements plan and impact fees at the hearing and does not intend to hold separate hearings to adopt the land use assumptions, capital improvements plan and impact fees;

(3) the notice shall specify a date, not earlier than sixty days after publication of the first notice, and must state that if a person, by not later than the date specified, makes a written request for separate hearings, the governing body shall hold separate hearings to adopt the land use assumptions and capital improvements plan; and

(4) the notice shall provide the name and mailing address of the official of the municipality or county to whom a request for separate hearings shall be sent.

C. In addition to the requirements of Subsection B of this section, the municipality or county shall comply with all other requirements for adopting land use assumptions, a capital improvements plan and an impact fee.

History: Laws 1993, ch. 122, § 29.

5-8-30. Periodic update of land use assumptions and capital improvements plan required.

A. A municipality or county imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

B. The municipality or county shall review and evaluate its current land use assumptions and shall cause an update of the capital improvements plan to be prepared in accordance with the Development Fees Act.

History: Laws 1993, ch. 122, § 30.

5-8-31. Hearing on updated land use assumptions and capital improvements plan.

The governing body of the municipality or county shall, within sixty days after the date it receives the update of the land use assumptions and the capital improvements plan, schedule and publish notice of a public hearing to discuss and review the update and shall determine whether to amend the plan.

History: Laws 1993, ch. 122, § 31.

5-8-32. Hearing on amendments to land use assumptions, capital improvements plan or impact fee.

A public hearing shall be held by the governing body of the municipality or county to discuss the proposed ordinance, order or resolution amending land use assumptions, the capital improvements plan or the impact fee. On or before the date of the first publication of the notice of the hearing on the amendments, the land use assumptions and the capital improvements plan, including the amount of any proposed amended impact fee per service unit, shall be made available to the public.

History: Laws 1993, ch. 122, § 32.

5-8-33. Notice of hearing on amendments to land use assumptions, capital improvements plan or impact fee.

A. The municipality or county shall publish notice of the hearing conforming to locally adopted regulations governing change-of-zone requests, except as otherwise provided in this section.

B. The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON AMENDMENTS
TO LAND USE ASSUMPTIONS, CAPITAL
IMPROVEMENTS PLAN OR
IMPACT FEES";

(2) the time, date and location of the hearing;

(3) a statement that the purpose of the hearing is to consider amendments to land use assumptions, capital improvements plan or impact fees;

(4) an easily understandable description and map of the service area on which the update is being prepared; and

(5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the update.

History: Laws 1993, ch. 122, § 33.

5-8-34. Advisory committee comments on amendments.

The advisory committee created under Section 37 [5-8-37 NMSA 1978] of the Development Fees Act shall file its written comments with the applicable municipality or county on the proposed amendments to the land use assumptions, capital improvements plan or impact fees before the fifth business day before the date of the public hearing on the amendments.

History: Laws 1993, ch. 122, § 34.

5-8-35. Approval of amendments required.

A. The municipality or county, within thirty days after the date of the public hearing on the amendments, shall approve, disapprove, revise or modify the amendments to the land use assumptions, the capital improvements plan or impact fees.

B. An ordinance, order or resolution approving the amendments to the land use assumptions, the capital improvements plan or impact fees shall not be adopted as an emergency measure and such adoption must comply with the procedural requirements of the Development Fees Act.

History: Laws 1993, ch. 122, § 35.

5-8-36. Determination that no update of land use assumptions, capital improvements plan or impact fee is needed.

A. If at the time an update under Section 30 [5-8-30 NMSA 1978] of the Development Fees Act is required, the governing body determines that no changes to the land use assumptions, capital improvements plan or impact fees are needed, it may, as an alternative to the updating requirements of Sections 30 through 35 [5-8-30 through 5-8-35 NMSA 1978] of the Development Fees Act, publish notice of its determination conforming to locally adopted regulations governing change-of-zone requests, except as otherwise provided in this section.

B. The notice shall contain the following:

(1) a headline to read as follows:

"NOTICE OF DETERMINATION NOT TO
UPDATE LAND USE ASSUMPTIONS,
CAPITAL IMPROVEMENTS PLAN OR
IMPACT FEES";

(2) a statement that the governing body of the municipality or county has determined that no change to the land use assumptions, capital improvements plan or impact fees are necessary;

(3) an easily understandable description and a map of the service area in which the updating has been determined to be unnecessary;

(4) a statement that if, within a specified date, which date shall be at least sixty days after publication of the notice, a person makes a written request to the designated official of the municipality or county requesting that the land use assumptions, capital improvements plan or impact fees be updated, the governing body may accept or reject such request by following the requirements of Sections 30 through 35 of the Development Fees Act; and

(5) a statement identifying the name and mailing address of the official of the municipality or county to whom a request for an update should be sent.

C. The advisory committee shall file its written comments on the need for updating the land use assumptions, capital improvements plan and impact fees before the fifth business day before the earliest notice of the governing body's decision that no update is necessary is mailed or published.

D. If by the date specified in Paragraph (4) of Subsection B of this section, a person requests in writing that the land use assumptions, capital improvements plan or impact fees be updated, the governing body shall cause, accept or reject an update of the land use assumptions and capital

improvements plan to be prepared in accordance with Sections 30 through 35 of the Development Fees Act.

E. An ordinance, order or resolution determining the need for updating land use assumptions, capital improvements plan or impact fees shall not be adopted as an emergency measure and its adoption must comply with the procedural requirements of the Development Fees Act.

History: Laws 1993, ch. 122, § 36.

5-8-37. Advisory committee.

A. On or before the date on which the order, ordinance or resolution is adopted under Section 19 [5-8-19 NMSA 1978] of the Development Fees Act, the governing body of a municipality or county shall appoint a capital improvements advisory committee.

B. The advisory committee shall be composed of not less than five members who shall be appointed by a majority vote of the governing body. Not less than forty percent of the membership of the advisory committee must be representative of the real estate, development or building industries. No members shall be employees or officials of a municipality or county or other governmental entity.

C. The advisory committee serves in an advisory capacity and shall:

- (1) advise and assist the municipality or county in adopting land use assumptions;
- (2) review the capital improvements plan and file written comments;
- (3) monitor and evaluate implementation of the capital improvements plan;
- (4) file annual reports with respect to the progress of the capital improvements plan and report to the municipality or county any perceived inequities in implementing the plan or imposing the impact fee; and

(5) advise the municipality or county of the need to update or revise the land use assumptions, capital improvements plan and impact fee.

D. The municipality or county shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

E. The governing body of the municipality or county shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

History: Laws 1993, ch. 122, § 37.

5-8-38. Duties to be performed within time limits.

If the governing body of the municipality or county does not perform a duty imposed under the Development Fees Act within the prescribed period, a person who has paid an impact fee or an owner of land on which an impact fee has been paid has the right to present a written request to the governing body of the municipality or county stating the nature of the unperformed duty and requesting that it be performed within sixty days after the date of the request. If the governing body of the municipality or county finds that the duty is required under the Development Fees Act and is late in being performed, it shall cause the duty to commence within sixty days after the date of the request and continue until completion.

History: Laws 1993, ch. 122, § 38.

5-8-39. Records of hearings.

A record shall be made of any public hearing provided for by the Development Fees Act. The record shall be maintained and be made available for public inspection by the municipality or county for at least ten years after the date of the public hearing.

History: Laws 1993, ch. 122, § 39.

5-8-40. Prior impact fees replaced by fees under Development Fees Act.

An impact fee that is in place on the effective date of the Development Fees Act shall be replaced by an impact fee imposed under that act by July 1, 1995. Any municipality or county having an impact fee that has not been replaced under that act by July 1, 1995 shall be liable to any party who, after the effective date of that act, pays an impact fee that exceeds the maximum permitted under that act by more than ten percent for an amount equal to two times the difference between the maximum impact fee allowed and the actual impact fee imposed, plus reasonable attorneys' fees and court costs.

History: Laws 1993, ch. 122, § 40.

5-8-41. No effect on taxes or other charges.

The Development Fees Act does not prohibit, affect or regulate any tax, fee, charge or assessment specifically authorized by state law.

History: Laws 1993, ch. 122, § 41.

5-8-42. Moratorium on development prohibited.

A moratorium shall not be placed on new development for the sole purpose of awaiting the completion of all or any part of the process necessary to develop, adopt or update impact fees.

History: Laws 1993, ch. 122, § 42.

5-8-43. Purpose; transfer of development rights.

- A. The purpose of this section is to:
 - (1) clarify an application of existing authority;
 - (2) provide guidelines for counties and municipalities to regulate transfers of development rights consistent with comprehensive plans;
 - (3) encourage the conservation of ecological, agricultural and historical land; and
 - (4) require public notification of transfers of development rights.
- B. A municipality or county may, by ordinance, provide for voluntary transfer of all or partial development rights from one parcel of land to another parcel of land.
- C. The ordinance shall identify on a zoning map areas from which development rights may be transferred and areas to which development rights may be transferred.
- D. The ordinance shall provide for:
 - (1) the voluntary transfer of a development right from one parcel of land to increase the intensity of development of another parcel of land;
 - (2) joint powers agreements, if applicable, for administration of transfers of development rights across jurisdictional boundaries;
 - (3) the method of transfer of development rights, including methods of determining the accounting for the rights transferred;
 - (4) the reasonable rules to effect and control transfers and ensure compliance with the provisions of the ordinance; and
 - (5) public notification to the areas to which development rights may be transferred.
- E. Transference of a development right shall be in writing and executed by the owner of the parcel from which the development right is being transferred and acknowledged by the transferor. A development right shall not be subject to condemnation.
- F. As used in this section, "development right" means the rights permitted to a lot, parcel or area of land under a zoning ordinance or local law respecting permissible use, area, density or height of improvements executed thereon, and development rights may be calculated and allocated in accordance with density or height limitations or any criteria that will effectively quantify a development right in a reasonable and uniform manner.

G. Nothing in this section shall be construed to authorize a municipality or a county to impair existing property rights.

History: Laws 2003, ch. 229, § 1.