

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Bruce Swingle
City Manager

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

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, FEBRUARY 22, 2023; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

Hon. Amanda Forrister, Mayor
Hon. Rolf Hechler, Mayor Pro-Tem
Hon. Destiny Mitchell, Commissioner
Hon. Merry Jo Fahl, Commissioner
Hon. Shelly Harrelson, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS

1. Certificate to LaRena Miller for 27 years as the Executive Director of the Geronimo Trail National Scenic Byway. Mayor Forrister

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

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

F. CONSENT CALENDAR

1. City Commission Regular Minutes, February 8, 2023
2. Take Home Vehicle Form

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 31 22/23 Budget Adjustment Request. Kristie Wilson, Finance Director
2. Discussion/Action: Publication of Ordinance No. 747 an ordinance authorizing the lease of real property, pursuant to section 3-54-1 NMSA 1978 to Sun State Tower. City Manager Swingle

H. NEW BUSINESS

1. Discussion/Update: Wyona Street Development Update. Nate Stevens
2. Discussion/Update: T or C Municipal Airport Operations. Chad Rosacker, Airport Manager
3. Discussion/Update: T or C Municipal Airport Projects and Funding. Cheryl Rodriguez, Delta Airport Consultants
4. Discussion/Action: Approval of Recreation Advisory Board recommendation for dirt and grass work on soccer fields to level playing surface. Sean Barnes, Parks Manager
5. Discussion/Action: Recreation Advisory Board recommendation to remove the basketball goals and fencing around the courts located at the Louis Armijo Sports Complex. Sean Barnes, Parks Manager
6. Discussion/Action: Approval of a Memorial Donation & Gift Program Policy for the Parks Department. OJ Hechler, Community Services Director
7. Discussion/Action: Approval of an additional 18 disc-golf baskets to be installed at the Municipal Golf Course. Rick Artman, Golf Course Superintendent
8. Discussion/Action: Amended Agreement between the City of T or C and Quest Diagnostics Clinical Laboratories. City Manager Swingle
9. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Kristie Wilson, Finance Director
10. Discussion/Action: Request for use of the Municipal Golf Course on June 9th through 11th for the 2023 Turtleback Mountain Music Festival. City Manager Swingle
11. Discussion/Action: Approve 2022-2024 National Museum of the United States Airforce Community Static Display Program Agreement. Assistant City Manager Alvarez
12. Discussion/Action: Approve installation of a Septic Tank and Execute a Hold Harmless Agreement for El Terrero Construction. City Manager Swingle
13. Discussion/Action: Approval of Parkhill Task Order for the purpose of Monitoring Well Replacement and Reconfiguration at the T or C BLM Landfill. City Manager Swingle

I. ADJOURNMENT

The meeting will be broadcast live through KCHS on 101.9 FM.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the City Clerk's Office, at 505 Sims Street, Truth or Consequences, New Mexico 87901, phone (575) 894-6673 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.

NEXT REGULAR CITY COMMISSION MEETING MARCH 8, 2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: C.1

SUBJECT: Certificate to LaRena Miller for 27 years as the Executive Director of the Geronimo Trail National Scenic Byway.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: February 17, 2023

SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Mayor Forrister

Summary/Background:

LaRena Miller has been the director of the Geronimo Trail National Scenic Byway for 27 years and she will soon be retiring. Mayor Forrister will present a Certificate of Appreciation to Ms. Miller for her hard work and dedication.

Recommendation:

None. Presentation only

Attachments:

- Certificate of Appreciation.

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-22-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, February 8, 2023
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: February 17, 2023
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-22-2023

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, FEBRUARY 8, 2023**

A. CALL TO ORDER:

The meeting was called to order by Mayor Amanda Forrister at 9:00 a.m., who presided and Lisa Gabaldon, Deputy City Clerk, acted as Secretary of the meeting.

B. INTRODUCTION:

1. ROLL CALL:

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

Hon. Amanda Forrister, Mayor
Hon. Rolf Hechler, Mayor Pro-Tem
Hon. Destiny Mitchell, Commissioner was absent
Hon. Merry Jo Fahl, Commissioner
Hon. Shelly Harrelson, Commissioner

Also Present: Bruce Swingle, City Manager
Lisa Gabaldon, Deputy Clerk
Traci Alvarez, Assistant City Manager
Jay Rubin, City Attorney attended via telephone
Kristie Wilson, Finance Director
Luis Tavizon, Chief of Police
Tara Manning, Animal Shelter Supervisor
Sean Barnes, Parks Supervisor
George Szigeti, PUAB Chairman

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

2. SILENT MEDITATION:

Mayor Forrister called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

Mayor Forrister called for Mayor Pro-Tem Hechler to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Hechler moved to approve the agenda with the removal of item C2 until the next meeting. Commissioner Fahl seconded the motion. Roll call was taken by the Deputy Clerk. Motion carried unanimously.

C. PRESENTATIONS:

1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards:

City Manager Swingle and OJ Hechler, Community Services Director presented an Employee Service Anniversary Award to Sean Barnes for 1 year of service with the City of Truth or Consequences.

City Manager Swingle and Andy Alvarez, Sanitation Director presented an Employee Service Anniversary Award to Carmen Howell for 4 years of service with the City of Truth or Consequences.

City Manager Swingle and Andy Alvarez, Sanitation Director presented an Employee Service Anniversary Award to Matthew Gransbury for 6 years of service with the City of Truth or Consequences.

2. Certificate to LaRena Miller for 27 years as the Executive Director of the Geronimo Trail National Scenic Byway:

Item was tabled until the next meeting.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Gina Kelly addressed the Commission with comments related to:

- (1) She spoke in regards to LaRena Millers retirement as the Geronimo Trail National Scenic Byway Executive Director and stated that she will be the new Executive Director.
- (2) She also updated the Commission on how many recent visitors that they have had at the Geronimo Trail National Scenic Byway Visitor Center.
- (3) She encouraged the city to re-locate the Geronimo Trail National Scenic Byway to a central location downtown.

Denise Addie addressed the Commission with comments related to:

- (1) She updated the Commission on the next Turtleback Mountain Music Festival. They are going to try and encompass not only our local people, but people from outside the area as well.

E. REPORTS:

City Manager Swingle reported the following:

- After our last meeting we had a tremendous water line break, and I cannot give the staff city wide, more kudos than what they deserve because they did a fantastic job. They do a fantastic job day in and day out. We are virtually understaffed in every office and department, and we have very limited financial resources. This water leak was a very bad situation for us. It was an 8 inch water line main, and nobody knew that this line existed. The contractors cut it by accident. Everyone did their due diligence, but it just happened. Shutting off the water that night, I think it was going to get down to 18 or 20 degrees, and we had several inches of water on all of Broadway, and all of the side streets heading towards the river. It could have been catastrophic for us with the skating rink, and wrecks on the streets, but the Street Department, Sanitation Department, and Water/Wastewater Department were over there helping. As well as Smith Co. in trying to address the problem, and mitigate all of the issues that we had. We didn't have one incident happen overnight. It was amazing work from everyone who was involved so kudos to all of them. We could have had a very serious situation in the entire City of T or C.
- We still have two vacancies on the Impact Fee Advisory Board. We have one vacancy on the Library Board. One vacancy on the Recreation Advisory Board, and one vacancy on the Planning & Zoning Commission.
- Fiscal year to date, we are up about \$300,000 in revenue over last year, and this does not include the major construction that we have going on with the roundabouts, the city project or with the bridge. We will not realize those revenues until March. Then they will start showing up on our distribution report. I think it is due to an improved economy, as well as the construction that is going on at the Veterans Home that is reflected, and with all that combined, I think we have a very good 18 months ahead of us with revenue generation for the city and for the community.
- We have a new Water/Wastewater Director, Arnie Castaneda. Arnie is not new to Truth or Consequences or to the department. He was here 5 or 6 years ago, and served as the interim director for quite a while and ultimately ended up moving to Las Cruces. We were able to bring him back and I look forward to introducing him at the next meeting or two.
- I want to give kudos to Traci. She has been working with Wilson Engineering, and we received a vision zero safety action plan grant, and the amount is for \$163,200 to conduct a city wide traffic safety plan. The federal government has sent to the state \$1 billion dollars a year for 5 years. The first thing you have to do is develop a traffic safety plan. We have a safety plan for the school area, but that does not suffice for this funding. Year one she was able to generate the funding for conducting the study, and then years 2, 3, 4, and 5 the city can apply for street projects. So congratulations to Traci for that.
- We have the Engineering report for the Lee Belle Johnson Building, and it is recommending that we close the building until we can mitigate the settlement,

and the movement of the building which is going to be time consuming and very expensive. We moved the Library, and the Spaceport Visitor Center was in the process of investing money into the facility, and we stopped that until we can get a grip on this. Now we have to move the Visitor Center. We are looking at locations, and ideally it will be down town because they need to be in the downtown district. That is where their customer base is, and their interactions so that will really give us the biggest bang for the buck so we are trying to find that location. It is going to cost us some money to pay for the rent for this building, wherever that may be, and we can do that out of Lodgers Tax funding once we identify a space, and can negotiate a contract.

- I had a meeting with the County and the Village of Williamsburg to discuss the animal services which is Animal Control and Animal Shelter Services for the entities, ongoing. The County kind of countered with a proposal. We were looking at charging somewhere in the neighborhood of \$92,000 a year. Currently they pay \$3000 a month, plus \$30 per Animal Control call. That was not compensating the city for its cost for providing those services so they countered back with \$50 annually, and then \$50 per call so I think the direction you gave me at the last meeting was pretty clear to go forward with the fee schedule that we had come up with.

City Attorney Rubin reported the following:

- He is recovering from shoulder surgery, and he hopes to be back in the office by May, so he will probably appear telephonically for the second meeting in February, and that will complete his target.
- While he is recovering, he is continuing to work on city matters. He is making that a priority. At the last City Commission Meeting he was instructed to finish up his recommendations of the police policies that the City Commission approved. I was working on that the last few days, and I got several letters that I already drafted which my staff are putting together for me as we speak, so I should be able to get that to the City Manager and the Chief of Police by the end of this week. I was also able to coordinate with the City Manager and the City Clerk to go over things that are on the agenda today, so hopefully I was able to make some helpful suggestions.

City Commission Reports:

Commissioner Fahl reported the following:

- I was at the Sierra County Recreation and Tourism meeting. It is always interesting to go to those meetings. There is always so much broad representation at those meetings of people involved in the tourism industry, and how it truly, financially impacts us. She is thankful that she gets to serve on that board.
- She was invited to a meeting that the Gila National Forest conducted for the burned area emergency team after a fire. The person she is working with has worked on the Gila for 30 years and he was part of the Silver fire. He got different entities together, and informed us that because of the damage of the recent fires,

the New Mexico National Forest is getting a boat load of money for rehabilitation of the forest. They still have fire money left over from the fire because when they have those fires, you have a year after the fire is declared contained to use that special pot of money for rehabilitation. They also kind of talked about an assessment for things that have been lost. They also talked about the trails and roads so if any of you know of special trails or roads that are not commonly used roads that have suffered damage, they want to know about them so they can add them to their list. I believe they said that they are going to get around \$8 million for rehabilitation. Their problem, and the concern of why they want to partner with the county and other entities is the contracting process for the federal government is even more delayed, and they are thinking that it will be a year or a year and a half before they can get a contract in place for some of these improvements. They ordered 30 mile fencing material and about time they were told that it was ok to order it, it had been 3 months and the quotes weren't good anymore so what they want to do is enter into agreements with Sierra County so they can funnel the money to the county, and then the county can expedite the work. They also plan to go through other entities as well so I think that will be really good for the community.

Commissioner Harrelson reported the following:

- They had an incident last month at the high school where they had to use some security and shut down the premises. The collaboration between the high school, the city and the security team was awesome so I want to give kudos to the high school team for making it successful and keeping our kids safe.
- I want to also give kudos to our teachers because they work very, very hard and we need to keep that in mind.

Mayor Pro-Tem Hechler reported the following:

- He serves on the Fiesta Board. It is going to be a great Fiesta this year. He always finds it interesting that when you do things like the Fiesta, there are spin off things that happen, for instance the rodeo. They are not directly affiliated with the Fiesta, but they are welcome to join us, and it broadens the horizon of Fiesta itself. This year for Fiesta there will be a dance at the Civic Center which isn't directly affiliated, but it brings more people to town, and it just makes a bigger and broader event for everybody so we welcome these things, and it is going to be a great time.
- I serve on the joint Powers Committee and our big initiative that we are going through right now is to have a petition signed for a special hospital district, and basically what that will do for the community is put elective members on the district vs appointed members. There are currently 23 members between the JPC and the Governing Board that work with the hospital, and this will bring that down to a 5 member hospital district. It will be a lot easier, and it will be streamlined, and it will be better to work with the hospital which is incidentally doing very well. So if folks come around with the petition, please consider signing it for us because I think it is very important.

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- I want to give kudos to Rick Artman at the Golf Course. I attended the Cornhole tournament that he had last Saturday, and I had some time to talk with Rick and he has a very interesting approach for that Golf Course, and that is to have to be a multi-use facility. I think he was a good hire, and I really appreciate what he is doing.
- I spent a little time at the Animal Shelter when Jordan's way was there, and the enthusiasm from the shelter manager and the staff and volunteers was infectious, and it resulted in a great outcome which they will go over when we get to that part of the agenda so kudos for all of the hard work that they did.

Mayor Forrister reported the following:

- She serves on the South Central Council of Government Board. They meet quarterly, and the last meeting was in December, so she does not have a current update for that board.

F. CONSENT CALENDAR:

1. **City Commission Regular Minutes, January 25, 2023**
2. **January 2023 Accounts Payable**
3. **Take Home Vehicle Form**

Commissioner Fahl moved to approve the Consent Calendar as submitted. Commissioner Harrelson seconded the motion. Roll call was taken by the Deputy Clerk. Motion carried unanimously.

G. PUBLIC HEARINGS:

1. **Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 743 amending the City of Truth or Consequences Municipal Code Sections 2-356 and 2-357:**

OJ Hechler, Community Services Director: This is an ordinance amending the Municipal Code pertaining to combining the Golf Course Advisory Board and the Recreation Advisory Board. We implemented a few changes to the ordinance. The first change is where it says "*City Recreation Director*," it should say "*Community Services Director*", and anywhere that it says "*City Parks Director*" should be changed to "*City Parks Manager*". Everything else is correct in the amended Municipal Code.

Commissioner Fahl: Thank you for working with the Recreation Board to get this in place.

Commissioner Harrelson: How many people will sit on that board?

OJ Hechler, Community Services Director: We are looking at 8 total members. Three will be non-voting members, which are city staff, and the remaining 5 will be voting members. We currently have 5 voting members on the Recreation Advisory Board.

CITY COMMISSION FEBRUARY 8, 2023 REGULAR MEETING MINUTES

Board Member Carol Wheeler's term has expired, but she is serving on the board until we can fill her vacancy. We have two applications for people who are interested in serving on the board (golf & recreation) so we will see if the one that applied for the Golf Course Board a couple of years ago is still interested on serving on the board.

Mayor Forrister: I think this is a great idea to get more quality people, and combine the two boards that should really be together anyways.

Mayor Forrister opened the public hearing.

Proponents:

There were no proponents.

Opponents:

There were no opponents.

Mayor Forrister closed the public hearing.

City Attorney Rubin: Since the changes that Community Services Director Hechler is proposing do not have a significant change to the structure of the ordinance, I think we can move forward.

Mayor Pro-Tem Hechler made a motion to approve final Adoption of Ordinance No. 743 amending the City of Truth or Consequences Municipal Code Sections 2-356 and 2-357 with the amendments mentioned by OJ Hechler, Community Services Director. Commissioner Harrelson seconded the motion. Roll call was taken by the Deputy Clerk. Motion carried unanimously.

2. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 744 to providing for the repeal of Ordinance No. 406 pertaining to the Golf Course Advisory Board:

OJ Hechler, Community Services Director: All of these sections in the Municipal Code reference the Golf Course Advisory Board so we are repealing all of the sections of this Municipal Code due to the fact that we are combining the Recreation Advisory Board and the Golf Course Advisory Board.

Mayor Forrister opened the public hearing.

Proponents:

There were no proponents.

Opponents:

There were no opponents.

Mayor Forrister closed the public hearing.

Commissioner Fahl made a motion to approve final Adoption of Ordinance No. 744 to providing for the repeal of Ordinance No. 406 pertaining to the Golf Course Advisory Board. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Deputy Clerk. Motion carried unanimously.

H. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 28 22/23 Budget Adjustment Resolution:

Kristie Wilson, Finance Director reviewed the Budget Adjustments provided in the packet.

Commissioner Fahl moved to approve Resolution No. 28 22/23 Budget Adjustment Resolution. Commissioner Harrelson seconded the motion. Roll call was taken by the Deputy Clerk. Motion carried unanimously.

2. Discussion/Action: Resolution No. 29 22/23 Repealing all resolutions that purported to set forth a method for allocating Lodger's Tax:

City Manager Swingle: The Lodgers Tax Advisory Board presented a change to us in the language of our existing resolution. We currently have a breakdown of 60% of the remaining 89% on all of the lodger's tax divvied up. We had it available for non-profits. The statute allows us to accept local governments, private entities, and non-profits, so we want to expand the language to what the law allows us to do, and that gives the city the ability to use lodger's tax for more purposes. Governmental entities were excluded from that so this will make that change and allow for that to happen. That is the only change to this ordinance. Everything else will remain the same.

Mayor Pro-Tem Hechler moved to approve Resolution No. 29 22/23 Repealing all resolutions that purported to set forth a method for allocating Lodger's Tax. Commissioner Harrelson seconded the motion. Roll call was taken by the Deputy Clerk. Motion carried unanimously.

3. Discussion/Action: Resolution No. 30 22/23 Approving support of a Fourth Leg Spoke to the proposed intersection/roundabout at Date Street and NM 181, I-25 Business Loop:

City Manager Swingle: This project has been going on for approximately 8 years. The state has been working on developing some traffic control plans for the north side of town to address some traffic safety issues. Ultimately, they decided on roundabouts. Randy Ashbaugh has been working on the development of that land immediately west, and North West of that location, and he wanted to include a spoke to build a road, and then a spoke into the roundabout. At this point, we would be entering into the contract with Mr. Ashbaugh, and then we would be in contract with the state to execute this. Mr. Ashbaugh is paying for 100% of this construction, and you approved it at one of your last actions on the budget adjustments. Mr. Ashbaugh has paid \$130,000 to the city. 100% of that will be sent to the state, and that will be for the actual planning & design of the fourth spoke. \$30,000 will be for a traffic safety study that has to be done on the impact that spoke will have on the artery, and then Mr. Ashbaugh will be responsible for building a road within 3 years from that time to attach to the roundabout. We think that this will be good for development in the community. Mr. Ashbaugh is paying for 100% of it, and everything that he pays us will simply be passed onto whatever entity, being the state or to the engineering firm that is doing the analysis.

Commissioner Fahl moved to approve Resolution No. 30 22/23 Approving support of a Fourth Leg Spoke to the proposed intersection/roundabout at Date Street and NM 181, I-25 Business Loop. Commissioner Harrelson seconded the motion. Roll call was taken by the Deputy Clerk. Motion carried unanimously.

4. Discussion/Action: Publication of the City's General Obligation Bonds, Series 2023 Ordinance No. 745:

Chris Muirhead, Modrall Sperling: This one is a little different than the one that we did in the past. This one is a General Obligation Bond which is unique in the fact that it had to go to an election, and you all adopted an election resolution last fall that went onto the November 8th ballot that was approved by the public with two questions submitted, one for the roads at \$1 million, and one for \$2 million for the water and wastewater. You have 4 years in which to issue all of that forward. The first one that we have been tasked with looking at is \$750,000. \$250,000 for the roads, and \$500,000 for the water and the wastewater. The lender is the New Mexico Finance Authority, and this would be considered for adoption on March 8th. At that point, the blanks in the document will be filled in term of the loan, the interest rates, the principal payments, and the final maturity incentive of 15 years. Because it is a general obligation, your pledge is really the add to property taxes which will go on everybody's property tax bill, and that is why it needed to go to a vote which is required under New Mexico law. This is the most secure of debt pledges that a community can do.

City Manager Swingle: We are not trying to issue the full \$3 million dollars of bonds. Our strategy was to use this funding as seed money for grants that are out there, and use this money as match funding for the city so that it reduces the city's cost and interest rates over the terms of these bonds.

Mayor Pro-Tem Hechler moved to approve publication of the City's General Obligation Bonds, Series 2023 Ordinance No. 745. Commissioner Fahl seconded the motion. Roll call was taken by the Deputy Clerk. Motion carried unanimously.

5. Discussion/Action: Publication of Ordinance No. 746 Amending Chapter 14, Article I and II, and Sections 14-1 to 14-37 of the Municipal Code of Ordinances pertaining to Utility Mandated Annual Increases in Service Charges:

George Szigeti, PUAB Chairman: As you know, three of our four utilities have a mandated annual increase, and Public Utility Advisory Board Member Ron Pacourek had a concern that there were no conditions on time limits set on these increases, and without the Commission's intervention, these increases could just go on forever whether the utilities actually needed the money or not. When he brought it up, we discussed it and we agreed that we really need to have some sort of control or review on this so when we get to a point where the rates are sufficient for supporting the utilities, and their improvements we have the ability to monitor that regularly, and either reduce or temporarily suspend those increases. It would also provide a level of oversight to all of the utilities, and this way we can demonstrate to the public that these continued increases are necessary because this would require the utility department heads to come before the board, once every 3 years, show us their finances, and justify their continued need for that annual rate increase.

Mayor Pro-Tem Hechler: What is the annual increase right now?

George Szigeti, PUAB Chairman: It is 5% for wastewater and solid waste, but it is the cost of living for the water. We discussed changing it to make the same increases for them all.

Mayor Pro-Tem Hechler: Personally, I like the idea of having a CPI attached to a rate increase because that would mean that the city doesn't lose any money every year like we have in the past. I know that we spent about 15 years before we had a rate increase and we fell way behind.

Commissioner Fahl: I appreciate you doing all of this Mr. Szigeti, and I understand the need that we probably need to review that every three years to see if we want to continue that. Sitting here, I can't see a time in the future where we are not going to want to do that because of the situation that our infrastructure is in. However, I do want to ask about the statement that the board will review a financial justification from each utility director for continuation, what do you picture that as being?

CITY COMMISSION FEBRUARY 8, 2023 REGULAR MEETING MINUTES

George Szigeti, PUAB Chairman: We purposely set this up for April, which is the time when everybody is working on their annual budgets, and they are already bringing a lot of this financial information together, and they are planning for the next year. If we were going to make any changes, we wanted to make sure it was done during that planning stage so we would know at that time whether or not we would need to do a rate increase.

Mayor Forrister: I don't believe our directors should have to go and present their budget to your board on top of getting budget together. I would recommend that maybe you as the PUAB Chairman come and sit in during our budget meetings and listen to our problems that we are facing, and the reason why we have the annual increase. It is also my understanding that we are still under the CPI.

City Manager Swingle: The Water Department is the only one that is based on CPI. Initially when you developed this ordinance, we had a rate study done, and there was a 30% increase in water rates, and the CPI was based after that. 2 years ago the CPI rate was 5.4%, and last year it was 9.1% which was imposed. We are staying consistent with what the CPI is, however, much revenue is still needed for infrastructure.

Mayor Forrister: I personally feel that we need to continue our increases and if at any point the city directors or City Manager feel that they need to come back, and say that we need to halt that increase then we can do that, but I don't see that happening. It is also my understanding that USDA requires that we have increases. Is that correct?

City Manager Swingle: That is correct.

Mayor Pro-Tem Hechler: I think we should table this for some further study, and along the lines of formulating it based off of the CPI like we have with the water, and see how that comes out. I know that there may be a fee increase in the future, but it only makes the city more competitive and viable. We have to stop losing money at some point.

Assistant City Manager Alvarez: The only thing I would caution on the CPI for the water and the waste water is that USDA mandated that we have a water and wastewater rate study done, and they reviewed it and they approved that study, and they approved that increase and the projected revenues in order to give us that funding. With that being said, I don't know what process we have to go through to see if we could revise those rate studies, and adjust the 5% increase.

Mayor Pro-Tem Hechler made a motion to table the Ordinance No. 746 Amending Chapter 14, Article I and II, and Sections 14-1 to 14-37 of the Municipal Code of Ordinances pertaining to Utility Mandated Annual Increases in Service Charges until more research is done. Commissioner Fahl seconded the motion. Roll call was taken by the Deputy Clerk. Motion carried unanimously.

I. NEW BUSINESS:

1. Discussion/Action: Request to use donated proceeds to purchase memorial park benches:

Sean Barnes, Parks Supervisor: The city has received two separate requests to install memorial benches. One bench to be installed at Ralph Edwards Park, and the other to be installed at the Ralph Edwards Park Fish Pond area. Both requesting parties want to donate money for the full cost of the benches, engraving, labor and material.

Mayor Pro-Tem Hechler: Memorials are important for our community to recognize folks that have spent so much time volunteering and doing things for our community, but having dealt with memorials quite a bit in my past carrier, one of the things that I find essential is to have a policy in place regarding memorials before you start. That way you control the types of memorials that you get, the type of tree plantings that you get, and things such as that, and that will allow you to plan ahead of time what you want in certain areas because all of those areas have a theme. It should really be driven by the department, rather than being driven by the individual wanting the memorial. Therefore, I think we should first develop a policy for pricing, and different types of memorials, and then we can bring this back.

Mayor Pro-Tem Hechler made a motion to table the request to use donated proceeds to purchase memorial park benches until a memorial policy is developed. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Update: Update regarding the January 29th Jordan's Way fundraiser:

Tara Manning, Animal Shelter Supervisor gave an update on the January 29th Jordan's Way Animal Shelter fundraiser.

3. Discussion/Action: Approve proposed Mutual Aid Agreement between the Sierra County Sheriff's Office and the Truth or Consequences Police Department:

Luis Tavizon, Chief of Police: I submitted a proposed Mutual Aid Agreement between the Sierra County Sheriff's Office and the Truth or Consequences Police Department. This will give special Deputy Commission to the Police Department in the event that we are requested outside of our jurisdiction for emergency situations. What that commission does is give us arrest powers, and the same authority that the Deputy's would have in those situations. Our Officers would be operating under our policies and procedures that were recently passed, so they would have that direction to guide them in their actions. I think it would be a good thing for the community to allow us to do that.

CITY COMMISSION FEBRUARY 8, 2023 REGULAR MEETING MINUTES

City Attorney Rubin: There had been a previous MOU between the Sierra County Sheriff's Office and the Truth or Consequences Police Department back in 2018. It was not the same as this, because that called for a participation, and an immediate response team which this contract does not do that. There were some other things I noticed on the other contract that I feel could be helpful in this particular contract. I sent an email to the Chief and City Manager yesterday stating my considerations. However, I am fine with the agreement the way it stands, but if you want to add the other things to it we still could.

City Manager Swingle: I have a number of concerns with this Mutual Aid Agreement. What it allows the city to do, is respond to emergencies in the County when the County requests it, and yes, that is important. The agreement says our School Resource Officer, but it would be any investigation the city has, where somebody is outside the city limits and we need to do an investigative follow up. We don't need the County's permission to go talk to, interview or conduct these investigations outside of the city limits because they would not be taking any enforcement action, or anything like that. That would all be done through court orders, and warrants. The Sheriff's Department has historically been adamant, not to deputize us to work in the County, and I don't think we have any energy or intent to go into the County. We have enough work to do here in the city limits. All of this is going to be done through notifications through SCRDA. The Sheriff's Department makes a request, the request comes in, and Officers will go out once that is done, but when it comes down to it, the city is not getting anything out of this agreement, other than that they are able to help the Sheriff's Department in an emergency, and that is really a very small piece of this whole MOU. It is really trying to limit our ability out in County in things that we have every right to do today, and I am a little concerned about that. Another concern that I have is, since the Sheriff's Deputies are not in close proximity of the Village, I don't want this to be something to where the Police Department will be responding to all of their calls. I think we could wordsmith this a little better so that the Sheriff's Department is not authorizing us rights we already have. I recommend that this be tabled until the Chief can meet with the Sheriff, and try to clarify what the actual intent of this is, and not try to restrict the city's ability to do their job regardless of where the individuals live.

The Commission agreed with City Manager Swingle.

Mayor Pro-Tem Hechler made a motion to table the proposed Mutual Aid Agreement between the Sierra County Sheriff's Office and the Truth or Consequences Police Department until this proposal can be cleaned up a little bit to fit our needs. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Approval of Memorandum of Driving Range Surface Lease Agreement:

City Manager Swingle: At a prior meeting you gave the City Manager authority to execute the agreement if we could come up with the proper language. Well there was a significant change to the amount of acreage. The acreage is 29.463 acres of land on all of the documents we have, and in the agreement we were talking about 13 acres, so we need to modify the Memorandum of Driving Range Surface Lease Agreement for the full 29.463 acres. This agreement is between the City of Truth or Consequences and the City of Elephant Butte knowing that the City of Elephant Butte is going to sublease this property to the owners of their golf course at some point. That is the plan. We had this agreement in place since 2007, and we never had the correct language in the agreements historically, so this will correct that. The city will receive \$7,500 a year for the lease agreement and as of 2028 it will increase by 10%, and every 5 years thereafter it will increase 10% for the term of the agreement. The agreement is for 99 years.

Commissioner Fahl made a motion to approve the Memorandum of Driving Range Surface Lease Agreement. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Review, Approve and/or Allocate Funds for Sierra County Arts Council Application:

Tammy Gardner, Executive Assistant reviewed the Sierra County Arts Council Lodgers Tax Application provided in the packet.

Commissioner Fahl moved to approve and allocate Funds to Sierra County Arts Council in the amount of \$187.45. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried

6. Discussion/Action: Review, Approve and/or Allocate Funds for Friends of New Mexico Film Application:

Tammy Gardner, Executive Assistant reviewed the Friends of New Mexico Film Lodgers Tax Application provided in the packet.

Mayor Pro-Tem Hechler moved to approve and allocate Funds to Friends of New Mexico Film in the amount of 1,500.00. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried

7. Discussion/Action: Review, Approve and/or Allocate Funds for Uplyfting Spirits Application:

Tammy Gardner, Executive Assistant reviewed the Uplyfting Spirits Lodgers Tax Application provided in the packet.

Commissioner Fahl moved to approve and allocate Funds to Uplyfting Spirits in the amount of \$24,675.00. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried

J. EXECUTIVE SESSION:

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

Mayor Pro-Tem Hechler made a motion to go into executive session at 11:15 a.m. to discuss Limited Personnel Matters (City Manager Applications) Pursuant to 10-15-1(H.2). Commissioner Fahl seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Forrister reconvened the meeting in open session at 12:05 p.m.

Mayor Pro-Tem Hechler certified that only matters pertaining to Limited Personnel Matters (City Manager Applications) Pursuant to 10-15-1(H.2) was discussed in Executive Session.

Mayor Pro-Tem Hechler made a motion to conduct City Manager Interviews on Friday, February 24th. Commissioner Harrelson seconded the motion. Motion carried unanimously.

K. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 12:06 p.m.

Passed and Approved this 22nd day of February, 2023.

CITY COMMISSION FEBRUARY 8, 2023 REGULAR MEETING MINUTES

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: F.2

SUBJECT: Take Home Vehicle Form
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: February 22, 2023
SUBMITTED BY: Angela A. Torres
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle request is for Brian Bean in the Parks Department.

Recommendation:

Approve take home vehicle form.

Attachments:

- Take-home vehicle form

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-22-2023



Take Home Vehicle Authorization Request

Employee: BRIAN BEAN Department: Parks

Position Title: Parks Worker 2 Commute Miles/Day: 11.3

Employee Address: 43 MESA VIEW RD, WILLIAMSBURG, NM 87942

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

☐ **Emergency Response:** Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.

☐ **On-call Status:** Employee is on-call and responds to public safety or health emergencies occurring after normal work hours and on weekends.

☐ **Other:** explain OPENING AND CLOSING FACILITIES DURING THE WEEK AND ON WEEKENDS.

Note: A city owned take-home vehicle is a fringe benefit that may generate a tax liability.

By signing below, I acknowledge that I have read and understand the City policy governing proper use of a take-home vehicle and prohibitions. By voluntarily participating in the take-home vehicle program, I consent to complying with the policy, and I certify that this request meets the requirements of the City's Take-Home Vehicle Policy.

Brian J. Bean
Employee's Signature

2/14/2023
Date

[Signature]
Department Director Signature

☒ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

Amanda Forrister, Mayor Signature

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: G.1

SUBJECT: Resolution No. 31 22/23 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: February 17, 2023

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Kristie Wilson, Finance Director

Summary/Background: Reconciling Budget Adjustments Requests (based on Chapter 6, Article 6 NM Statute) needed for budget adjustments, increases, and decreases per attached.

Recommendation:

Approval Resolution No. 31 22/23 Budget Adjustment Requests for Fiscal Year 2022-2023.

Attachments:

Resolution No 31 22/23

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

Changes in funding as presented on the Department of Finance and Administration Schedule of Budget Adjustments.

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 2-22-2023



RESOLUTION NO. 31 22/23

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2022-2023.

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

WHEREAS, the City Commission in and for the City of Truth or Consequences, State of New Mexico needs to adjust the current approved budget for Fiscal Year 2022-2023; and

WHEREAS, said budget was adjusted on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the official meeting for the review of said documents was duly advertised in compliance with the State Open Meetings act; and

WHEREAS, it is the majority opinion of this Board that the adjusted budget meets the requirements as currently determined.

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Truth or Consequences, State of New Mexico hereby adopts the budget adjustment hereinabove described and attached and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED and APPROVED this **22nd day of February, 2023**.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2022-23 2/22/2023
DFA Resolution Number: 31 22/23
BAR NUMBER 8

For Local Government Division use only:

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	PD GRT	296-2403-49930	Transfer Out	Expense	\$ 752,048	\$ 150,000.00		\$ 902,048	Increase to pay hospital bills
1	Local Gov. Corrections	201-1903-49935	Transfer In	Revenue	\$ 30,000	\$ 150,000.00		\$ 180,000	Increase to pay hospital bills
1	Local Gov. Corrections	201-1903-48598	Professional Services	Expense	\$ -	\$ 150,000.00		\$ 150,000	Increase to pay hospital bills
<p>ATTEST:</p> <p>Angela Torres, Clerk-Treasurer (Date)</p> <p>Amanda Forrister, Mayor (Date)</p>									

Kerin Salcedo

From: Swingle, Bruce
Sent: Friday, January 13, 2023 11:09 AM
To: Torres, Angela; Wilson, Kristie; Kerin Salcedo; Tavizon, Luis
Cc: Traci Alvarez; Gardner, Tammy
Subject: SVH Medical Agreement
Attachments: svh.pdf

Folks: Attached, please find the fully executed agreement with SVH. This agreement is for prisoner medical costs and clearances. Now we have to pay the existing bill. I'll get with SVH for an updated invoice.

Bruce Swingle
City Manager

Professionalism, It's a Habit, Not an Act!

AGREEMENT FOR MEDICAL SERVICES

THIS AGREEMENT is made and entered into as of the date of the last signature hereto ("Effective Date"), by and between the City of Truth or Consequences ("City") and Sierra Vista Hospital ("Hospital" or "SVH"), hereinafter collectively referred to as "the Parties." This agreement will be effective for two years from the Effective Date.

I. Definitions

- A. "Actual Billed Charges" means the amount the Hospital would charge for a service based on its standard chargemaster.
- B. "Detainee" is any individual in the custody of the City of Truth or Consequences Police Department when he/she arrives at the Hospital for Medical Services.
- C. "Emergency Medical Treatment" is any acute medical condition requiring emergency medical care.
- D. "Medical Clearance Examination" is a clearance examination from a licensed medical practitioner whereby the purpose is to determine whether a particular person has any medical issue or problem that would preclude such person from being incarcerated.
- E. "Medical Services" are those services provided by the Hospital to Detainees pursuant to this Agreement.
- F. "Pre-Existing Condition" means any chronic medical condition affecting the Detainee before coming into the custody of the City Police Department.

II. Scope of and Payment for Medical Services

A. Medical Clearance Examinations and Lab Screenings.

- 1. At the time the City takes the detainee to the hospital, the City will inform the registration desk that the detainee is there for a medical clearance or any other testing that the City deems necessary.
- 2. The City will complete whatever paperwork is necessary for medical clearance or other required testing.
- 3. The Hospital will bill the City, and the City will pay the Hospital, for Medical Clearance Examinations, at the discounted rate of 50% of Actual Billed Charges.
- 4. If the City requires any blood test or other test for suspected alcohol or drugs, then the City will be responsible for that bill at the rates listed in Attachment 1 to this Agreement.

B. Emergent Medical Care.

1. In the event the Hospital provides a Detainee with Emergency Medical Services for an acute medical condition arising before the Detainee came into the custody of the City Police Department, the Hospital will bill the Detainee and/or his/her health insurance carrier, or the County indigent fund as appropriate, and the City will not be responsible for payment of such Medical Services.
2. In the event the Hospital provides a Detainee with Emergency Medical Services for an acute medical condition arising after coming into the custody of the City Police Department, the Hospital will first bill the Detainee and/or his/her health insurance carrier, or the County indigent fund as appropriate. In the event that the Detainee has no insurance, cannot pay, and it is not appropriate to bill the County indigent fund, the City Police Department shall pay for the care in accordance with paragraph II.D below.

C. Treatment of Pre-Existing Conditions

1. In the event the Hospital provides a Detainee with Medical Services for a Pre-Existing Condition, the Hospital will first bill the Detainee and/or his/her health insurance carrier, or the County indigent fund as appropriate. In the event that the Detainee has no insurance, cannot pay, and it is not appropriate to bill the County indigent fund, the City Police Department shall pay for the care in accordance with paragraph II.D below.

D. Other Medical Services.

1. If a detainee is injured as a result of the arrest, then that bill will be paid by the City at the discounted rate of 50% of Actual Billed Charges.
2. Any other Medical Services provided by the Hospital to any Detainee will be paid by the City at the discounted rate of 65% of Actual Billed Charges.

E. Timely Billing and Payment.

1. The Hospital will bill the City or appropriate party for Medical Services as provided in this Agreement within 45 days of providing such Medical Services.
2. The City will pay all bills from the Hospital, in full, within 30 days of receipt.
3. The City agrees to inform the Hospital within 20 days of receipt of an invoice from the Hospital if there is a disputed charge. Charges not disputed in that time period are presumed valid and must be paid by the City. If the City disputes a charge, the Parties agree to work in good faith toward a timely and fair resolution.

III. Termination

- A. This Agreement may be terminated without cause by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify

obligations already incurred for performance or failure to perform prior to the date of termination.

IV. Miscellaneous Provisions

- A. **Status of Hospital.** The Hospital and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Truth or Consequences. The Hospital and its agents and employees shall not accrue leave, retirement, insurance, bonding or any other benefits from the City of Truth or Consequences.
- B. **Assignment.** The Hospital shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.
- C. **Release.** The Hospital's acceptance of final payment of the amount due under this agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. This release does not apply to any past charges or services, or pending disputes regarding the same between the Parties.
- D. **Confidentiality.** Any confidential information provided to or developed by the Hospital in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Hospital without the prior written approval of the City.
- E. **Amendment.** This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto.
- F. **Merger.** This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- G. **Applicable Law.** The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Seventh Judicial District Court in Sierra County.
- H. **Notices.** Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage repaid as follows:

To the City:

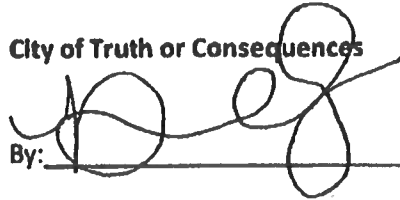
City Manager
505 Sims Street
Truth or Consequences, NM 87901

To the Hospital:

Chief Executive Officer
800 E. 9th Street
Truth or Consequences, NM 87901

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date listed below.

City of Truth or Consequences

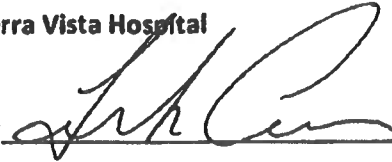
By: 

Printed Name: Amanda Forrister

Title: Mayor

Date: Dec 14, 2022

Sierra Vista Hospital

By: 

Printed Name: Frank Corewan

Title: CEO

Date: 1-13-23

OVERDUE INVOICE

From:

SIERRA VISTA HOSPITAL 69
Tax ID: 850422820

Invoice ID: 50927C15467
Invoice Date: 12/31/2022
Original Invoice Date: 11/01/2022

Total Due:

\$1,145.19

To:

TRUTH OR CONSEQUENCES POLICE
507 MCADOO ST
TRUTH OR CONSEQUENCES NM 879012716

Please return top portion with payment to:

SIERRA VISTA HOSPITAL 69
PO BOX 20999
BELFAST ME 049154106

Patient Name, Patient ID Claim ID Date	Provider Name Procedure	DOB Description	Amount
BREEDING, DEVON F, 72515 598009V15467 10/05/2022 10/05/2022 10/05/2022 10/05/2022	99283 C9803 87426 A9270	ER-LEVEL 3 MODER COMPLEX-MOD SEVERIT HOSPITAL OUTPATIENT CLINIC VISIT SPECI COVID-19 ANTIGEN BY IMMUNOASSAY TECH LORAZEPAM (ATIVAN) TAB : 1MG	\$657.34 \$57.48 \$90.46 \$3.00 \$808.28
PH-65% disc = \$525.38			\$282.90
FARNER, VICTORIA, 42101 599957V15467 10/15/2022	99281	ER-LEVEL 1 STRAIGHT FORWARD	\$268.92 \$268.92
PH-50% disc = \$134.46			\$134.46
HOGAN, MICHAEL, 81986 600067V15467 10/16/2022	99281	ER-LEVEL 1 STRAIGHT FORWARD	\$268.92 \$268.92
PH-50% disc = \$134.46			\$134.46
LARA, AMY F, 65643 599525V15467 10/14/2022 10/14/2022	99283 A9270	ER-LEVEL 2 MODER COMPLEX-MOD SEVERIT IBUPROFEN (MOTRIN) TAB : 800MG	\$416.00 \$3.00 \$419.00
PH-65% disc = \$272.35			\$146.65
MOSELEY, WESS D, 47014 595798V15467 09/26/2022 09/26/2022 09/26/2022	90715 90471 99283,25	TETANUS/DIPHThERIA/PERTUSSUS (TDAP) V IM/SC INJECTION-VACCINE OR TOXOID ER-LEVEL 3 MODER COMPLEX-MOD SEVERIT	\$122.15 \$112.66 \$657.34 \$892.15
PH-65% disc = \$579.89			\$312.26

Patient Name, Patient ID Claim ID Date	Provider Name Procedure	DOB Description	Amount
RODRIGUEZ, ALEXA , 84240 601805V15467 10/24/2022	99281	ER-LEVEL 1 STRAIGHT FORWARD	\$134.46 \$268.92 \$268.92
Comments: Total payment is due within 30 days of invoice receipt. Please include the Invoice ID on your check.			Total Due: \$1,145.19

CORRECTED INVOICE

From:

SIERRA VISTA HOSPITAL 69
Tax ID: 850422820Invoice ID: 48486C15467
Invoice Date: 11/29/2022
Original Invoice Date: 08/01/2022**Total Due:**

\$403.38 ;

To:

TRUTH OR CONSEQUENCES POLICE
507 MCADOO ST
TRUTH OR CONSEQUENCES NM 879012716

Please return top portion with payment to:

SIERRA VISTA HOSPITAL 69
PO BOX 20999
BELFAST ME 049154106

Patient Name, Patient ID Claim ID Date	Provider Name Procedure	DOB Description	Amount
BORUNDA, THOMAS A, 72624 580769V15467 07/20/2022	99281	03/25/1988 ER-LEVEL 1 STRAIGHT FORWARD	\$268.92 \$268.92
PH-50% disc = \$134.46			\$134.46
GARCIA, ANTHONY L, 43491 577655V15467 07/11/2022	99281	05/31/1987 ER-LEVEL 1 STRAIGHT FORWARD	\$268.92 \$268.92
PH-50% disc = \$134.46			\$134.46
MAGANA, ERNESTO, 77559 581264V15467 07/25/2022	99281	05/29/2000 ER-LEVEL 1 STRAIGHT FORWARD	\$268.92 \$268.92
PH-50% disc = 134.46			\$134.46
Comments: Total payment is due within 30 days of invoice receipt. Please include the Invoice ID on your check.			Total Due: \$403.38

INVOICE

From:

SIERRA VISTA HOSPITAL 69
Tax ID: 850422820

Invoice ID:
Invoice Date:

53295C15467
02/01/2023

Total Due:

\$ 976.37

To:

Please return top portion with payment to:

TRUTH OR CONSEQUENCES POLICE
507 MCADOO ST
TRUTH OR CONSEQUENCES NM 879012716

SIERRA VISTA HOSPITAL 69
PO BOX 20999
BELFAST ME 049154106

Patient Name, Patient ID Claim ID Date	Provider Name Procedure	DOB Description	Amount
ALCARAZ, DANIEL , 79605 625435V15467 01/27/2023 01/27/2023 01/27/2023 01/27/2023 01/27/2023	99283,25 96372,59 0250 J2060 J3486	ER-LEVEL 3 MODER COMPLEX-MOD SEVERIT IM/SC INJECTION-THERAPEUTIC OR PROPHY WATER FOR INJECTION VIAL 10 mL, 10 mL LORAZEPAM (ATIVAN) SDV : 2MG ZIPRASIDONE (GEODON) INJ : 20MG	\$657.34 \$307.78 \$3.00 \$6.13 \$164.08 \$1,138.33
PH-165% disc = \$739.91			\$398.42
CHAVEZ, JOSHUA , 84547 620594V15467 01/07/2023	99281	ER-LEVEL 1 STRAIGHT FORWARD	\$268.92 \$268.92
PH-50% disc = \$134.46			\$134.46
FRANSTED, STEPHANIE B, 43249 624861V15467 01/24/2023	99281	ER-LEVEL 1 STRAIGHT FORWARD	\$268.92 \$268.92
PH-50% disc = \$134.46			\$134.46
WELSH, TRAVIS , 78306 624164V15467 01/20/2023 01/20/2023 01/20/2023	99283,25 96372,59 J3410	ER-LEVEL 3 MODER COMPLEX-MOD SEVERIT IM/SC INJECTION-THERAPEUTIC OR PROPHY HYDROXYZINE (VISTARIL) SDV : 25MG	\$657.34 \$153.89 \$71.70 \$882.93
PH-165% disc = \$573.90			\$309.03
Comments: Total payment is due within 30 days of invoice receipt. Please include the Invoice ID on your check.			Total Due: \$976.37

CORRECTED INVOICE

From:

SIERRA VISTA HOSPITAL 69
Tax ID: 850422820

Invoice ID: 49316C15467
Invoice Date: 12/30/2022
Original Invoice Date: 09/01/2022

Total Due: \$403.38

To:

TRUTH OR CONSEQUENCES POLICE
507 MCADOO ST
TRUTH OR CONSEQUENCES NM 879012716

Please return top portion with payment to:

SIERRA VISTA HOSPITAL 69
PO BOX 20999
BELFAST ME 049154106

Patient Name, Patient ID Claim ID Date	Provider Name Procedure	DOB Description	Amount
BACA, GABRIEL L, 70698 585434V15467 08/14/2022	99281	03/05/1987 ER-LEVEL 1 STRAIGHT FORWARD	\$134.46 \$268.92 \$268.92
PH-50% disc = \$134.46			
HAYNIE, GARY W, 60898 587110V15467 08/18/2022	99281	01/10/1992 ER-LEVEL 1 STRAIGHT FORWARD	\$134.46 \$268.92 \$268.92
PH-50% disc = \$134.46			
SCHMIDT, SCOTT A, 52527 585424V15467 08/13/2022	99281	04/07/1987 ER-LEVEL 1 STRAIGHT FORWARD	\$134.46 \$268.92 \$268.92
PH-50% disc = \$134.46			
Comments: Total payment is due within 30 days of invoice receipt. Please include the Invoice ID on your check.			Total Due: \$403.38

INVOICE

From:

SIERRA VISTA HOSPITAL 69
Tax ID: 850422820

Invoice ID:

51689C15467

Invoice Date:

12/01/2022

Total Due:

\$ 537.84

To:

TRUTH OR CONSEQUENCES POLICE
507 MCADOO ST
TRUTH OR CONSEQUENCES NM 879012716

Please return top portion with payment to:

SIERRA VISTA HOSPITAL 69
PO BOX 20999
BELFAST ME 049154106

Patient Name, Patient ID Claim ID Date	Provider Name Procedure	DOB Description	Amount
ATENCIO, TANYA S, 70256 604919V15467 11/03/2022	99281	ER-LEVEL 1 STRAIGHT FORWARD	\$134.46 \$268.92 \$268.92
PH - 50% disc = \$134.46			
GREGORY, JOHN, 78836 604921V15467 11/03/2022	99281	ER-LEVEL 1 STRAIGHT FORWARD	\$134.46 \$268.92 \$268.92
PH - 50% disc = \$134.46			
LASATER, THEODORE, 65277 604925V15467 11/03/2022	99281	ER-LEVEL 1 STRAIGHT FORWARD	\$134.46 \$268.92 \$268.92
PH - 50% disc = \$134.46			
LASCANO RODARTE, YANET A, 84256 603081V15467 10/28/2022	99281	ER-LEVEL 1 STRAIGHT FORWARD	\$134.46 \$268.92 \$268.92
PH - 50% disc = \$134.46			
Comments: Total payment is due within 30 days of invoice receipt. Please include the Invoice ID on your check.			Total Due: \$537.84

OVERDUE INVOICE

From:

SIERRA VISTA HOSPITAL 69
Tax ID: 850422820

Invoice ID: 50164C15467
Invoice Date: 01/31/2023
Original Invoice Date: 10/03/2022

Total Due: \$1,185.64

To:

TRUTH OR CONSEQUENCES POLICE
507 MCADOO ST
TRUTH OR CONSEQUENCES NM 879012716

Please return top portion with payment to:

SIERRA VISTA HOSPITAL 69
PO BOX 20999
BELFAST ME 049154106

Patient Name, Patient ID Claim ID Date	Provider Name Procedure	DOB Description	Amount
BYERS, KIMBERLY S, 37204 590548V15467 09/01/2022	99281	ER-LEVEL 1 STRAIGHT FORWARD	\$134.46 \$268.92 \$268.92
COMPTON, DAVID, 38522 593217V15467 09/16/2022	99281	ER-LEVEL 1 STRAIGHT FORWARD	\$134.46 \$268.92 \$268.92
CRAZYTHUNDER, SHERIE, 83810 593286V15467 09/16/2022	99281	ER-LEVEL 1 STRAIGHT FORWARD	\$134.46 \$268.92 \$268.92
LOTOZYNSKI, THOMAS J, 66031 590289V15467 08/30/2022	36000	BLOOD ALCOHOL DRAW-FOR LAW ENFORCE	\$12.25 \$35.00 \$35.00
MONTGOMERY, ALLEN, 45982 592791V15467 09/14/2022 09/14/2022 09/14/2022	99283 A9270 A9270	ER-LEVEL 3 MODER COMPLEX-MOD SEVERIT CLONIDINE (CATAPRES) TAB : 0.1MG LISINAPRIL (PRINIVIL) TAB : 20MG	\$232.17 \$657.34 \$3.00 \$3.00 \$663.34
ORTIZ, ALBERTA J, 47992 593288V15467 09/16/2022	99281	ER-LEVEL 1 STRAIGHT FORWARD	\$134.46 \$268.92 \$268.92

Patient Name, Patient ID Claim ID Date	Provider Name Procedure	DOB Description	Amount
SCHWENDIMAN, ZACHARY , 83888 591479V15467 09/08/2022	99281	ER-LEVEL 1 STRAIGHT FORWARD	$\$134.46$ \$268.92 \$268.92
PH- 50% disc = \$134.46			
TALAVERA, KYARA , 84085 593302V15467 09/18/2022	99281	ER-LEVEL 1 STRAIGHT FORWARD	$\$134.46$ \$268.92 \$268.92
PH- 50% disc = \$134.46			
WILSON, WALTER , 84071 592799V15467 09/15/2022	99281	ER-LEVEL 1 STRAIGHT FORWARD	$\$134.46$ \$268.92 \$268.92
PH- 50% disc = \$134.46			
Comments: Total payment is due within 30 days of invoice receipt. Please include the Invoice ID on your check.			Total Due: $\$1,185.64$

INVOICE

From:

SIERRA VISTA HOSPITAL 69
Tax ID: 850422820

Invoice ID: 52551C15467
Invoice Date: 01/03/2023

Total Due:

\$ 500.04

To:

TRUTH OR CONSEQUENCES POLICE
507 MCADOO ST
TRUTH OR CONSEQUENCES NM 879012716

Please return top portion with payment to:

SIERRA VISTA HOSPITAL 69
PO BOX 20999
BELFAST ME 049154106

Patient Name, Patient ID Claim ID Date	Provider Name Procedure	DOB Description	Amount
PORCARELLI, ANA R, 73843 586296V15467 08/15/2022 08/15/2022	99283 A9270	07/26/1963 ER-LEVEL 3 MODER COMPLEX-MOD SEVERIT LISINOPRIL (PRINIVIL) TAB : 20MG	\$ 231.12 \$657.34 \$3.00 \$660.34
PH-65% disc = \$ 429.22			
REID, CARLOS, 50849 612641V15467 12/02/2022	99281	07/15/1958 ER-LEVEL 1 STRAIGHT FORWARD	\$134.46 \$268.92 \$268.92
PH-50% disc = \$ 134.46			
ROPER, ANTONIO S, 76383 616751V15467 12/17/2022	99281	01/14/1996 ER-LEVEL 1 STRAIGHT FORWARD	\$134.46 \$268.92 \$268.92
PH-50% disc = \$ 134.46			
Comments: Total payment is due within 30 days of invoice receipt. Please include the Invoice ID on your check.			Total Due: \$ 500.04

CORRECTED INVOICE

From:

SIERRA VISTA HOSPITAL 69
Tax ID: 850422820Invoice ID: 48486C15467
Invoice Date: 11/29/2022
Original Invoice Date: 08/01/2022**Total Due:**

\$403.38 ;

To:

TRUTH OR CONSEQUENCES POLICE
507 MCADOO ST
TRUTH OR CONSEQUENCES NM 879012716

Please return top portion with payment to:

SIERRA VISTA HOSPITAL 69
PO BOX 20999
BELFAST ME 049154106

Patient Name, Patient ID Claim ID Date	Provider Name Procedure	DOB Description	Amount
BORUNDA, THOMAS A, 72624 580769V15467 07/20/2022	99281 ER-LEVEL 1 STRAIGHT FORWARD	03/25/1988	
PH-50% disc = \$134.46			\$134.46
GARCIA, ANTHONY L, 43491 577655V15467 07/11/2022	99281 ER-LEVEL 1 STRAIGHT FORWARD	05/31/1987	
PH-50% disc = \$134.46			\$134.46
MAGANA, ERNESTO, 77559 581264V15467 07/25/2022	99281 ER-LEVEL 1 STRAIGHT FORWARD	05/29/2000	
PH-50% disc = 134.46			\$134.46
Comments: Total payment is due within 30 days of invoice receipt. Please include the Invoice ID on your check.			Total Due: \$403.38



Sierra Vista Hospital
800 E. 9th Avenue
Truth or Consequences, NM 87901
Phone 575-894-2111, Fax 575-894-7659

Invoice ID: CPSI
Invoice Date: 01/30/2023

To:

Truth or Consequences Police
507 McAdoo St
Truth or Consequences, NM 87901

Description	Amount	Discount	Due
Medical Clearance Examinations and Lab Screenings	\$72,996.23	\$(36,498.12)	\$36,498.11
		Total Due	\$36,498.11

Bills are due within 30 days.
If you have any questions, please call Ming Huang at 575-743-1212.



Sierra Vista Hospital
800 E. 9th Avenue
Truth or Consequences, NM 87901
Phone 575-894-2111, Fax 575-894-7659

Invoice ID: Athena070117-073122
Invoice Date: 01/30/2023

To:

Truth or Consequences Police
507 McAdoo St
Truth or Consequences, NM 87901

Description	Amount	Discount	Due
Medical Clearance Examinations and Lab Screenings	\$271,144.18	\$(135,572.09)	\$135,572.09
		Total Due	\$135,572.09

Bills are due within 30 days.
If you have any questions, please call Ming Huang at 575-743-1212.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: G.2

SUBJECT: Publication of Ordinance No. 747 an ordinance authorizing the lease of real property, pursuant to section 3-54-1 NMSA 1978 to Sun State Tower.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: February 14, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

Publication of Ord. No. 747 for the lease of real property (Water Tank Site on Pershing St., Truth or Consequences).

Recommendation:

Approve for publication.

Attachments:

- Ordinance No. 747
- -

Fiscal Impact (Finance): Yes

\$175,000

Legal Review (City Attorney): Yes

-

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☒ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. 747

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

☐ Approved ☐ Denied ☐ Other: [Click here to enter text.](#)

File Name: CC agendas 2-22-2023

ORDINANCE No. 747

AN ORDINANCE AUTHORIZING THE LEASE OF REAL PROPERTY, PURSUANT TO SECTION 3-54-1 NMSA 1978.

A. WHEREAS, the City of Truth or Consequences, New Mexico (the "City") is a legally created, established, organized and existing incorporated municipality under the constitution and laws of the State of New Mexico; and

B. WHEREAS, the City owns certain real property located within its boundaries specifically described as follows:

A .230 acre tract of land in the NE ¼, SE ¼ of Section 6, Township 14 South, Range 4 West, NMPM, commonly referred as "the Ballfield Site". The location is further summarized as being on Veater Street directly south of and adjacent to the City ball fields, western part of Truth or Consequences, Sierra County, New Mexico.

C. WHEREAS, the City has negotiated a Lease Agreement with Tower Point Telecom ("Tenant"), whereby the City shall lease its interest in and to the above-described property to the Tenant; and

D. WHEREAS, under Section 3-54-1 NMSA 1978, the City is required to obtain an appraisal from a qualified appraiser of any property to be leased, and said appraisal was prepared by Lee Morris of Morris Appraisal Services, Inc. dated August 25, 2022; and

E. According to the aforesaid appraisal, the appraiser opined as follows: "Therefore, by reason of my research of the current market, and by virtue of my experience, I have formed the opinion that the market rent for the ground lease as stated as of the effective date of this report was: **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** per year.

F. The contemplated rental is a one-time up front payment of \$175,000.00 to be paid at the inception of the Lease. The Lease shall ne for a 99 year term commencing upon the effective date of this Ordinance.

G. The Lessee of the proposed agreement shall be Sun State Towers III, a Delaware Limited Liability Company. A copy of the following documents are attached hereto as **EXHIBITS A and B**, and are incorporated into this Ordinance by reference.

1. Purchase and Sale Agreement.

2. Communications Facility Easement and Assignment of Tower-Related Ground Lease.

H. The City Commission has determined that it is in the best interests of the City to consummate the proposed transaction. Several of the reasons in support of proceeding with the proposed transaction include the following:

1. As noted above, the proposed payment of \$175,000.00 would be “up-front” at the inception of the Lease.
2. Proceeding with the proposed transaction represents the best use of the property. It would be otherwise difficult and costly to develop the property.
3. In the absence of entering into the proposed long term Lease Agreement, it is very speculative if the property could be used as a cell tower site in the distant future.
4. Operating and maintaining the property in its current use has been a labor-intensive endeavor the City. Entering into this proposed transaction would relieve the City of a significant, time-consuming burden.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO:

Section 1. Authority. The City is authorized to lease interests in real property pursuant to the provisions of Section 3-54-1, N.M.S.A. (1978).

Section 2. Material Terms Lease Agreement.

A. The City shall lease the above-described property to the tenant in accordance with the terms described in **EXHIBITS A and B above.**

B. The Tenant acknowledged that it is leasing the property in an “as is” condition, and the City has made no warranties or representations regarding the Real Property, the status of its title, or its feasibility for development.

Section 3. Effective Date. This Ordinance shall be effective forty-five (45) days after its adoption.

Section 4. Severability. If any section, paragraph, clause or provision shall be held to be valid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

PASSED, ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF _____
2023.

CITY OF TRUTH OR CONSEQUENCES

By _____
Amanda Forrister, Mayor

ATTEST:

By _____
Angela A. Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: H.1

SUBJECT: Wyona Street Development Update

DEPARTMENT: N/A

DATE SUBMITTED: February 17, 2023

SUBMITTED BY: Nate Stevens

Summary/Background:

Update the Commission on the future development of parcel 3022079415169; located on Wyona Street

Recommendation:

Presentation Only.

Attachments:

•

Fiscal Impact (Finance):

Legal Review (City Attorney):

Approved For Submittal By: Department Director: XX City Clerk: XX City Manager: XX

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. _____ Continued To: _____ Referred To: _____

Ordinance No. _____ Approved _____ Denied _____ Other: _____

File Name: CC agendas 2-22-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: H.2

SUBJECT: T or C Municipal Airport Operations Update

DEPARTMENT: Airport

DATE SUBMITTED: February 16, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Chad Rosacker – Airport Manager

Summary/Background:

Chad will update the Commission on current and future operations and plans for the airport

Recommendation:

None – Update only

Attachments:

-
-

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): No

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Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 2-22-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: H.3

SUBJECT: T or C Municipal Airport Projects and Funding Update

DEPARTMENT: Airport

DATE SUBMITTED: February 16, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Cheryl Rodriguez – Delta Airport Consultants

Summary/Background:

Engineering update pertaining to current and future projects and funding for the T or C Municipal Airport

Recommendation:

None – Update only

Attachments:

-
-

-

Fiscal Impact (Finance): N/A

-

Legal Review (City Attorney): N/A

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Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 2-22-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: H.4

SUBJECT: The Recreation Advisory Board recommends dirt and grass work on soccer fields to level playing surface

DEPARTMENT: Parks

DATE SUBMITTED: February 16, 2023

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: Sean Barnes, Parks Manager

Summary/Background:

The soccer field has an uneven playing surface with rocks and therefore not being utilized. At the 2-6-2023 Recreation Advisory Board Meeting, the dirt and grass work was discussed and recommended. In order to level the playing surface, the Park's Department is in need of rototilling the rough and uneven surface areas and then will plant new grass.

Recommendation:

Approve staff to proceed with work

Attachments:

- 2-6-23 Recreation Advisory Board meeting minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-22-2023

CITY OF TRUTH OR CONSEQUENCES
RECREATION ADVISORY BOARD
MINUTES OF THE REGULAR MEETING
FEBRUARY 6, 2023

CALL TO ORDER: The meeting was called to order at 5:36 p.m. by Chair, Ingo Hoeppepner.

ROLL CALL:

Ingo Hoeppepner, Chair
David Dawdy, Vice Chair
Jeni Neeley, Secretary
Carole Wheeler, Board Member - ABSENT
Alan Hansen-Begg, Board Member

OTHERS IN ATTENDANCE: Sean Barnes, OJ Hechler, Chuck Wentworth, Rick Artman

1. THE PLEDGE OF ALLEGIANCE WAS RECITED.
2. A motion was made by Jeni to table item 5b to the March meeting and accept today's agenda. Motion was seconded by Ingo.
3. The Minutes of the Regular Meeting held January 3, 2023 were approved with a motion by David and seconded by Alan.
4. COMMENTS FROM THE PUBLIC:
Chuck Wentworth commended the City parks department for their efforts. Chuck emphasized to Sean that "you guys are working hard and it shows."
5. NEW BUSINESS:
 - a. *Discussion/Action: Plans for a surveillance system at Dog Park*
Tabled until March 2023 meeting.
 - b. *Discussion/Action: Transformation of basketball courts at Armijo Sports Complex*
Sean stated that the basketball courts at the Armijo sports complex are in "bad shape." The courts need new nets and the surface need to be raised up to prevent flooding. Sean is asking permission to level out the court and convert the area into a parking lot for now, but later seek other purposes in the future. Sean will save what fencing, hoops, and poles that are still good for possible future use. David suggested donating removed equipment to Hot Springs High School because the high school does not have an outdoor basketball court. David motioned to recommend that Sean and the parks & recreation department remove

the basketball court at the Armijo sports complex and convert the area into an additional parking area. Jeni seconded the motion.

c. Discussion/Action: Dirt/grass work on soccer fields near Armijo Sports Complex

Sean explained the soccer fields are currently undesirable and unsafe to play on. The playing field is uneven, has been overgrown with seeds, and has gopher holes. Sean suggested that the field should be roto-tilled and plowed to level the area and the irrigation system be repaired at this time. Sean would then like to re-seed the field before soccer begins. Jeni motioned to recommend that Sean and his crew to begin the previously mentioned repair work on the soccer fields. David seconded the motion.

6 REPORTS FROM THE BOARD:

Alan announced that the next disc golf tournament will take place March 11 & 12. They will be filming the lead men's and women's cart to showcase the tournament.

Ingo requested that OJ and Sean keep the RAB updated and included with the planning of improvements to Ralph Edwards Park.

Jeni asked about the location of this year's fiesta - Ingo reported that the majority of Fiesta events will be located downtown around the healing waters park.

a. REPORTS FROM STAFF:

Rick mentioned the he is looking in to options to improve the quality of the grass at the course. He also found additional funding that will cover the cost of 18 new disc golf baskets. Once these are installed, T or C Golf Course will be the only facility in thte state of new Mexico with two 18-hole courses! Fiesta golf tournament will take place the weekend before Fiesta. Registration is open online.

Sean reported that he and his crew have been doing fence line clean-up and runoff maintenance at the cemeteries. The waterfall and fountain at the Ralph Edwards pond are operating fully. In the future Sean would like to install a foot bridge to replace rock path between the waterfall and pond. OJ said that he will present the merging of the boards to the City commission at this week's meeting. He is currently waiting on an estimate for the bathroom at Ralph Edwards Park to begin with improvements. OJ also asked to input and design ideas for a new skate park. In the future cornhole and/or horseshoe areas may be introduced to Ralph Edwards park.

Next meeting will take place on March 6th, 2023.

b. ADJOURNMENT:

The meeting was adjourned at 6:24 p.m.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: H.5

SUBJECT: Approve recommendation from the Recreation Advisory Board to remove the basketball goals and fencing around the courts located at the Louis Armijo Sports Complex.

DEPARTMENT: Parks

DATE SUBMITTED: February 16, 2023

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: Sean Barnes, Parks Manager

Summary/Background:

The Recreation Advisory Board is recommending the removal of the basketballs goals and fencing around the basketball courts located at the Louis Armijo Sports Complex. The surfacing on the courts is cracking and uneven and therefore not currently being used. The space will be utilized for parking.

Recommendation:

Approve staff to proceed

Attachments:

- Photos of the current condition
- Minutes from the 2-6-2023 Recreation Advisory Board meeting

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

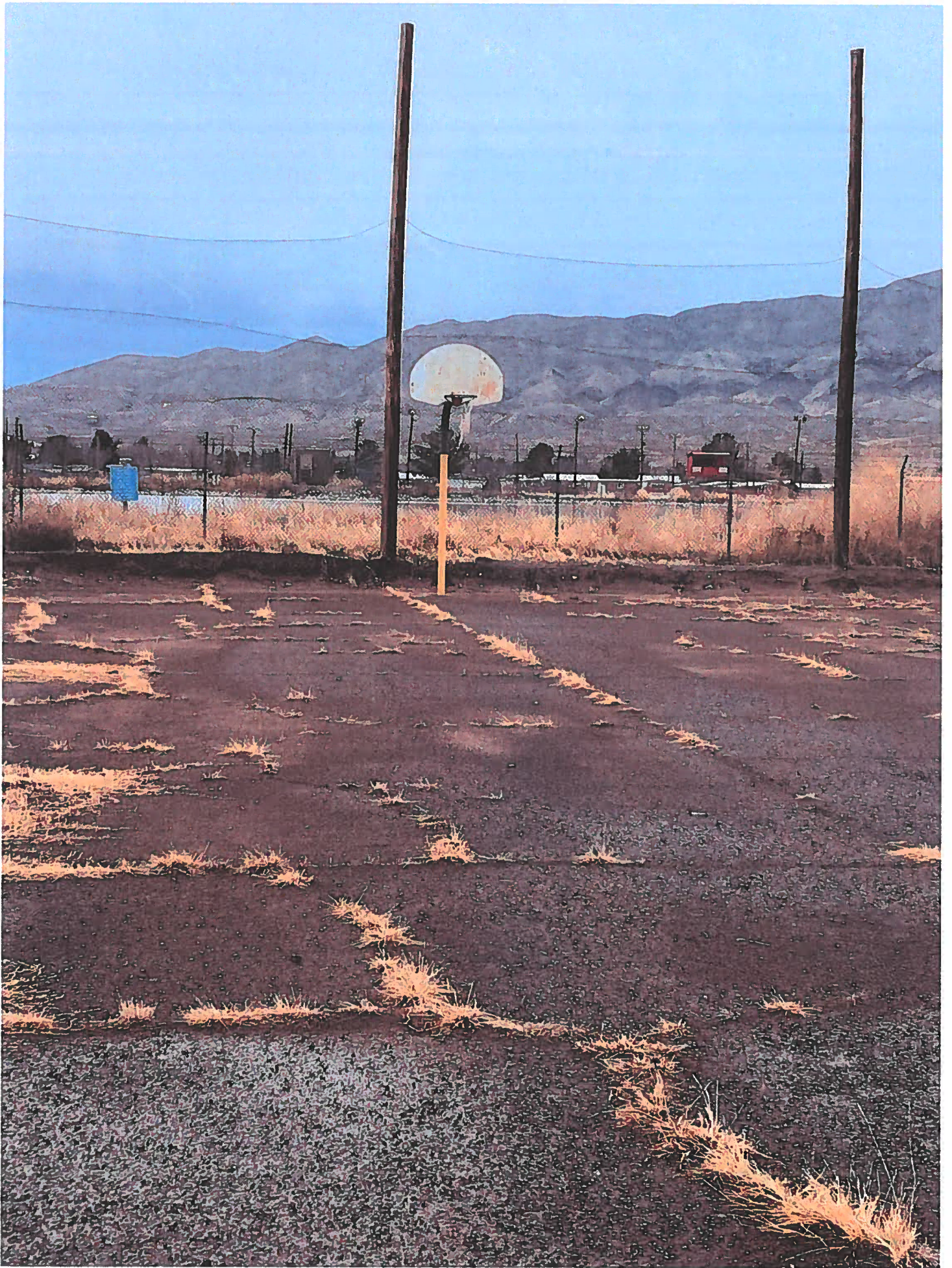
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-22-2023







CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: H.6

SUBJECT: Approval of a Memorial Donation & Gift Program Policy for the Park's Department.

DEPARTMENT: Parks

DATE SUBMITTED: February 16, 2023

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: O.J. Hechler, Community Services Director

Summary/Background:

To provide a policy to establish guidelines for a consistent decision-making process related to acceptance, placement, and long-maintenance of public requests for memorial donations in City-owned facilities, parks, natural areas and trail systems.

Recommendation:

Approval of Policy

Attachments:

- Memorial Donation & Gift Program Policy

-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-22-2023



CITY OF TRUTH OR CONSEQUENCES PARKS AND RECREATION DEPARTMENT MEMORIAL DONATION & GIFT PROGRAM POLICY

The purpose of this policy is to establish guidelines for the consistent decision-making process related to acceptance, placement and long-term maintenance of public requests for memorial donations in City-owned facilities, parks, natural areas and trail systems.

The protection of the natural environment is high priority. To this end, the City's Parks and Recreation Department may limit memorials to promote resource management and the sustainability of natural landscapes. The integrity, natural and architectural features of parks, natural areas and facilities will be preserved and not detract from a user's experience. The Parks and Recreation Department will determine if an area is fully developed and no more donations will be accepted. Final recommendation on placement of memorials will be made by the Recreation Advisory Board with final approval by the City Commission.

The City does not guarantee permanency of the memorial. If a memorial must be removed or relocated, Department staff will attempt to notify the donor in writing, from the address shown on the completed Memorial Donation & Gift Agreement Form. The City is in no way obligated to replace the gift if it is stolen, vandalized, worn out or destroyed.

All proposals will be evaluated by the Parks and Recreation Manager according to the following criteria:

- Placement of enhancements in the Parks and Recreation System must be compatible with existing development plans.
- Memorials shall not detract from or overpower the scenic or architectural values of the existing environment.
- All memorials will be constructed of materials that meet the design and maintenance considerations of the Parks and Recreation Department.
- Large scale memorial donations may be considered on a case-by-case basis as they relate to park planning and other city approval processes.
- Non-designated monetary memorial donations will be used to meet current needs of the department as recommended by the Department Manager.
- Memorials with a commercial appearance or corporate label will not be allowed.
- Donations that are "Headstone" in nature will not be allowed.
- One memorial plaque allowed per item, not to exceed 3 lines with 45 characters per line maximum, including spacing and punctuation.
- Memorials referencing religion or religious quotes will not be accepted. "In honor of" or "Donated by the friends and family of" are recommended wording for plaques.

Procedure

The applicant will submit a completed Memorial Donation & Gift Agreement Form to the the Parks and Recreation Manager.

Department Manager will determine the appropriateness of the proposal as measured by the approval criteria.

Following review, the application will be placed on the Recreation Advisory Board's meeting agenda for consideration and recommendation and final approval by the City Commission.

If approved by the City Commission, staff will order the memorial item after receipt of payment.

The City shall be responsible for the installation and maintenance. Once installed the memorial becomes the property of the City of Truth or Consequences.

Commemorative Tree Program

The City of Truth or Consequences parks system is continually growing and trees are a way to increase the beauty of our city and provide countless benefits to this community. Your contribution will be used to purchase trees to be planted in the parks system and personnel will care for the trees. Although we accept living legacy requests year-round, we encourage the planting of trees in the spring or fall to give the trees the best chance to survive. Through communication between Park's staff and the contributor, an approved species will be chosen based on the desired planting site. Deciduous trees will be at 1.5 inches in diameter (approximately 6-9 feet tall) and evergreen trees will be 5-6 feet in height. A 3" by 10" bronze plaque will be mounted at the base of the tree. Contributors are welcome to attend the tree planting. Approximate cost of a tree and plaque is \$750.00.

The cost noted above includes the tree purchase, the plaque and the installation. The City does not guarantee permanency of the memorial. If a memorial must be relocated, Department staff will attempt to notify the donor in writing, at the address shown on the completed Memorial Donation and Gift Agreement Form. The City takes no responsibility to replace stolen, vandalized plaques or for maintenance or replacement of trees after they are planted.



CITY OF TRUTH OR CONSEQUENCES MEMORIAL DONATION AND GIFT AGREEMENT FORM

Name: _____

Organization (if applicable): _____

Address: _____

Phone: _____ Email: _____

Proposed Memorial Location: _____

Bench, table, or tree type (description) _____

Plaque: _____ Yes _____ No (benches and tables include plaque)

Inscription: 3 lines with 45 characters per line maximum, including spacing and punctuation.

Memorial gifts to the City are considered outright and unrestricted donations. The City does not guarantee permanency of the accepted donation. If a memorial must be relocated, Department staff will attempt to notify the donor in writing at the address shown on this form. Donations may be tax deductible.

The donor declares to have read the Memorial Donation Acceptance and Management Guidelines. The donor understands and agrees with the guidelines set forth in this policy and agrees to pay the City the required donation funds within one month of notification of Memorial Agreement approval.

_____ I have read and understand the donation policy.

Signature Donor: _____

APPROVED / DISAPPROVED

Date

Department Head Signature

Date

City Manager Signature

Date

Mayor Signature



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: H.7

SUBJECT: Approval of an additional 18 disc -golf baskets to be installed at the Truth or Consequences Municipal Golf Course

DEPARTMENT: Golf Course

DATE SUBMITTED: February 16, 2023

SUBMITTED BY: O.J. Hechler

WHO WILL PRESENT THE ITEM: Rick Artman, Golf Course Superintendent

Summary/Background:

The golf course is looking to expand the original 18-hole disc golf course to 36. This will make the course the only one in the state with 36 disc golf holes at one facility. This will increase revenue by encouraging more tournaments and participation from locals. The tournaments bring in players from around the state and country.

Recommendation:

Approve

Attachments:

- Photo of disc golf basket

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-22-2023





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: H.8

SUBJECT: Amended Agreement between the City of T or C and Quest Diagnostics Clinical Laboratories.

DEPARTMENT: Finance

DATE SUBMITTED: February 17, 2023

SUBMITTED BY: Alona Niebergall

WHO WILL PRESENT THE ITEM: City Manager Swingle

Summary/Background:

Amendment to current drug testing contract with Quest Diagnostics, to add hair testing in addition to urine samples.

Recommendation:

Recommend approval amendment

Attachments:

Amendment of agreement between City of TorC and Quest Diagnostics

Fiscal Impact (Finance): Yes

Pay by service

\$16.00 Quest Diagnostics PSC Collection Fee

\$28.00 Preferred Collection Fee (these are sites listed on our website that are not direct Quest Diagnostics locations)

Hair testing is \$35.00 each for analyst

This is done only in very rare occasions

Legal Review (City Attorney): No

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: Click here to enter text.

File Name: CC Agendas 2-22-2023

AMENDMENT OF AGREEMENT BETWEEN

CITY OF T OR C-SAFE and Quest Diagnostics Clinical Laboratories, Inc. This amendment is entered into as of the 15 day of February, 2023 by and between **Quest Diagnostics Clinical Laboratories, Inc.** ("Quest Diagnostics"), and **CITY OF T OR C-SAFE** ("Purchaser")

WHEREAS, the parties entered into an agreement on 03/01/2012 for the performance of clinical laboratory testing services (the "Agreement"); and

WHEREAS, the parties, by this Amendment, desire to amend the Agreement to provide for changes to the fees as more fully set forth below.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and intending to be bound legally hereby, Client and Quest Diagnostics agree as follows:

Effective **02/15/2023**, the tests listed below are hereby added to the Agreement.

TEST CODE	TEST NAME	PRICE
21671N	QUEST HAIR COLLECTION FEE	\$16.00
22553N	PREFERRED HAIR COLLECTION FEE	\$28.00
37000N	HAIR SAP 5	\$35.00
37001N	HAIR SAP 5 EXPANDED OPIATES (W/OXYCODONE SCREEN)	\$37.00
POC0050	Hair Kit w/o Shipping Supplies	\$1.00
POC0051	Hair Kit with Shipping Supplies	\$1.00

All other terms and provisions of the Agreement shall be continued and are hereby ratified and confirmed by each of the parties hereto. Prices contained within this proposal are offered for 30 days from the effective date noted above.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day, month and year first written above.

Quest Diagnostics Clinical Laboratories, Inc.

CITY OF T OR C-SAFE

Group Bill #: 10188338

National/Local Id: SEDL

("Quest Diagnostics")

("Purchaser")

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

**EXHIBIT A
TO SUBSTANCE ABUSE TESTING SERVICES AGREEMENT
Fees**

PRICING FOR "LAB BASED" TESTING AND SERVICES

Testing protocols will be provided to Purchaser upon request.

Quest Diagnostics is pleased to offer the following pricing:

Description	Test Code	Client Test Code Price
HAIR SAP 5 EXPANDED OPIATES (W/OXYCODONE SCREEN)	37001N	\$37.00
Hair Kit w/o Shipping Supplies	POC0050	\$1.00
Hair Kit with Shipping Supplies	POC0051	\$1.00
QUEST HAIR COLLECTION FEE	21671N	\$16.00
PREFERRED HAIR COLLECTION FEE	22553N	\$28.00
HAIR SAP 5	37000N	\$35.00

PRICING FOR ORAL FLUID COLLECTION SUPPLIES

Product Number	Product Name	Price Per Kit
----------------	--------------	---------------

There is a kit fulfillment charge of \$7.00 per 25 Oral Fluid Kits . Purchaser is responsible for any applicable sales/use tax.

RETURN TERMS: The oral fluid collection product is not returnable except for the following reasons or as otherwise required by applicable law:

- Device is defective;
- Units were received damaged or incomplete; and/or
- Units were delivered to Purchaser by Quest Diagnostics past the applicable, marked expiration date as indicated on the collection kit

No refunds will be issued for returned devices. Devices returned for any of the above reasons will be replaced at no additional cost to Purchaser. In the event Quest Diagnostics or Purchaser discontinues or terminate the Agreement or this Exhibit, Purchaser will be obligated to pay for any oral fluid collection supplies provided to Purchaser prior to the discontinuance or termination of services.

SUMMARY OF SERVICES INCLUDED IN ABOVE PRICING

- Where bundled testing is provided, the initial screen and confirmation of positives by mass spectrometry (e.g. GC/MS or LC/MS) is included in the Test Code Price above. Bundled pricing is based on confirmation testing rate of up to 5% and may be subject to increase if actual confirmation testing rate exceeds 5%. Confirmation rates will be reviewed annually. Notification of an increase will be provided in writing 30 days prior to the effective date.
- Transportation of ALL specimens to laboratory (international shipping provided at an additional charge).
- Supplies for urine and hair lab-based specimen collection. Pricing includes supplies utilization of 1.2 supplies per test performed. If supplies utilization is greater than 1.2 pricing may be subject to

increase. Supplies utilization will be reviewed annually. Notification of an increase will be provided in writing 30 days prior to the effective date.

- Handling of rejected specimens or those otherwise unfit for testing.
- Retention of positive urine or oral fluid specimens in frozen storage for a minimum period of one year.
- Retention of positive hair specimens for a minimum period of one year.

SUMMARY OF SERVICES AVAILABLE AT AN ADDITIONAL CHARGE

- TestSure™ quantitative urine adulteration detection panel.
- Custom Requisitions (non-standard requisitions).
- Custom Supplies.
- Reporting of hard-copy results in a method other than faxing or electronic transmission (if delivered by overnight commercial courier, U.S. Mail, etc.).

LITIGATION ASSISTANCE WILL BE CHARGED AS FOLLOWS

- Litigation Assistance (One Witness, i.e., a Laboratory Responsible Person, Director, or other person designated by Quest Diagnostics, will be made available to testify about the information contained within a documentation package, including test data, laboratory policies, procedures, and SOPs)
 - \$1,600.00/day and \$250.00/hour after eight hours
 - \$200.00/hour (per witness)
 - Plus travel expenses
- Deposition (One Witness, i.e., a Laboratory Responsible Person, Director, or other person requested by the Purchaser, will be made available to testify on site at a Quest Diagnostics laboratory – including telephone and televised testimony from a Quest Diagnostics' laboratory. Additional fact witnesses will be made available for deposition at Quest Diagnostics' discretion.)
 - \$200.00/Hour per witness
- Test Documentation Packet (Litigation Packet)
 - \$250.00 per Packet (up to 2 drug confirmations)
 - \$500.00 per Packet (up to 4 drug confirmations)
 - \$750.00 per Packet (up to 6 drug confirmations)
 - \$1,000.00 per Packet (more than 6 confirmations)
 - Litigation Packet charges will be billed unless request for packet is cancelled within 24 hours)
- Record Retrieval
 - \$50.00/Record

Please note:

- If signed contract is not returned to Quest Diagnostics within 90 days, the pricing in this document is null and void.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: H.9

SUBJECT: Approval of Purchase Requisitions Over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: February 16, 2023
SUBMITTED BY: Mindee Holguin, CPO
WHO WILL PRESENT THE ITEM: Kristie Wilson, Finance Director

Summary/Background:

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases More Than \$20,000)

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Listing of Purchase Requisitions \$20,000 or More
- Purchase Requisitions, Procurement Documentation

Fiscal Impact (Finance): Yes

As Per Total on Listing of Purchase Requisitions

Legal Review (City Attorney): Yes

-

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.

Continued To: Click here to enter a date. Referred To: Click here to enter text.

☐ Approved ☐ Denied ☐ Other: Click here to enter text.

File Name: CC agendas 2-22-2023

PURCHASE REQUISITION APPROVAL**2022-23 Fiscal Year****COMMISSION MEETING 02/22/2023**

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
89387	Parkhill	Monitoring well replacement and reconfiguration	Andy Alvarez	Solid Waste	\$ 66,287.54	
89415	Steve Bell Construction	Sewer install and water service various streets	Arnie Castaneda	Water	\$ 20,072.50	

\$ 86,360.04

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Amanda Forrister, Mayor

Date



REQUISITION

Requisition #: 89387

Date: 02/13/2023

Vendor #: 6058

ISSUED TO: PARKHILL SMITH & COOPER
ACCOUNTS PAYABLE
4222 85TH ST.
LUBBOCK, TX 79423-

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 MONITORING WELL REPLACEMENT & REI		0.00 505-3904-48599	66,287.54
PO Description: MONITORING T OR C BLM LANDFILL WELL				
Detailed Description: SEE ATT. ACCEPTANCE SHEET- ORIGINAL IS GETTING APPROVED & SIGNED BY CITY MANAGER AT THIS TIME THEN TO GO IN FRONT OF NEXT COMMISSON MEETING.				

Authorized By: _____

SUBTOTAL:	66,287.54
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	66,287.54



**TASK ORDER T or C BLM 2023.1
ACCEPTANCE SHEET**

**PARKHILL
333 Rio Rancho Blvd, Suite 400
Rio Rancho, New Mexico 87124
505.867.6990**

Description of Services: Monitoring Well Replacement and Reconfiguration
Project Name: Truth or Consequences BLM Landfill
Project Address: Sierra County, NM
Date: February 15, 2023

For approval and payment of charges, invoices will be charged to the account of:

Firm: City of Truth or Consequences
Attention: Mr. Bruce Swingle
Address: 505 Sims Street
City/State: Truth or Consequences, NM
Zip Code: 87901
Telephone: 575.894.6673
E-mail: aalvarez@torcnm.org

This AGREEMENT acknowledges acceptance of the Scope of Services outlined in the attached letter proposal dated February 3, 2023, in addition to the Agreement for Professional Services between Parkhill and the City of Truth or Consequences (the City) and Parkhill dated April 13, 2022, and is subject to the following special provisions/payment schedule:

Proposed "Not to Exceed" fee of \$61,627 Invoiced on a Lump Sum basis.
Plus NMGR of \$4,660.54 (@7.5625%) For a Total Fee of \$66,287.50.

Except as expressly modified herein, no other provisions of the Agreement between the Engineer and Client are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between the Engineer and Client, concerning the subject matter thereof. This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

This AGREEMENT is accepted by:

City of Truth or Consequences

By (Signature)

By (Type/Print)

Title

Accepted

PARKHILL


By (Signature)

Matthew W. Kingsley, PE
By (Type/Print)

Principal
Title

Accepted February 13, 2023



February 3, 2023

Transmitted Via E-mail
aalvarez@torcnm.org

Mr. Andy Alvarez, Sanitation Director
City of Truth or Consequences
Truth or Consequences, NM 87901

Re: Closed T or C BLM Landfill
Proposal for Groundwater Monitoring Well Installation and Reconfiguration

Dear Mr. Alvarez:


Consistent with your request, Parkhill is pleased to provide the City of Truth or Consequences (the City) with this Proposal for installation of one replacement groundwater monitoring well at the closed City of T or C BLM Landfill. Over the past three annual sampling events, upgradient monitoring well MW-5 has failed to yield adequate quantities of water for sampling purposes and requires replacement in order to continue monitoring upgradient (background) groundwater quality at the Landfill. It should be noted that replacement of well MW-5 will require a letter request to GWQB, and application submittal to the New Mexico Office of the State Engineer.

Additionally, existing monitoring wells MW-3R, MW-8, MW-9, and MW-10 are currently constructed as subsurface vault wells, and the City has requested a cost estimate to reconfigure these wells as above-ground monitoring points. Well reconfiguration will alleviate current access issues, provide protection from damage by grounds maintenance equipment, and mitigate potential negative water quality impacts from nearby surface water run-on sources (e.g., siltation from the closed landfill to the west and adjacent access roads to the east, and herbicides/fertilizers from driving range upkeep activities).

We propose to complete this project on a Lump Sum basis, with monthly invoicing based on project progress. Should actual costs exceed the estimated costs, we will provide the City with an updated scope and Engineering Opinion of Probable Cost (EOPC) for approval prior to implementation. New Mexico State law requires Gross Receipts Tax and excise tax to be added to all labor costs while Parkhill employees are in the State of New Mexico. All New Mexico Gross Receipts tax will be in addition to the fees enclosed and will be a reimbursable expense.

Should you find this Proposal acceptable, please contact us at your convenience and we will provide the City with an Agreement for Professional Services for execution. Please contact us if you have any questions or if we can be of additional assistance.

Sincerely,
PARKHILL

By 
Andrew N. Yuhas, PG
Professional Geologist

By 
Matthew W. Kingsley, PE
Principal

MWK/any/pg
Enclosures

Exhibit A: Task Order De Baca 2022.2 Acceptance Sheet
Exhibit B: Engineering Opinion of Probable Cost

Y:\2023_PROPOSALS\BLM2023_BLM_WellInstallRebuild_Proposal.docx

EXHIBIT A
Scope of Services

EXHIBIT A

Scope of Services Closed T or C BLM Landfill Groundwater Monitoring Well Installation and Reconfiguration

Task 1.0: Project Management

This task includes meetings and communications with the City, New Mexico Environment Department Groundwater Quality Bureau (NMED GWQB), subconsultants, subcontractors, etc. Also included are senior review and quality control of task deliverables, as well as maintenance of project scope, schedule, and budget.

Task 2.0: Monitoring Well Locations Proposal

The EOPC for this task includes development and submittal of a letter request to GWQB requesting the replacement of well MW-5. The request will include the rationale for the replacement, the location of the proposed replacement well, and well specifications developed consistent with prevailing NMED GWQB guidelines. Also included in this task is courtesy email notification to GWQB of the reconfiguration of existing vault-style wells MW-3R, MW-8, MW-9, and MW-10 to above ground monitoring points.

Task 3.0: Site Inspection

The level of effort that we anticipate will be required to perform a "desktop" evaluation of the most appropriate location for the replacement upgradient monitoring well is identified in Task 2.0. However, in order to ensure that the well is installed at a location that meets the expectations of NMED GWQB, and is readily accessible by both the driller and future sampling teams, we plan to conduct a comprehensive site inspection of the proposed well location. We highly recommend that T or C representatives attend the inspection and that NMED GWQB be invited.

Our EOPC for this task assumes that only one site inspection will be required, and will be attended by one Parkhill staff member. Should the site inspection reveal that the original well location selected as part of Task 2.0 is not positioned appropriately, we will submit an updated Groundwater Monitoring Well Location Proposal to NMED GWQB for review and approval.

Task 4.0: Monitoring Well Reconfiguration

This task includes Parkhill's development of the specifications, as well as full-time installation observation, for reconfiguration of 4 existing groundwater monitoring wells from subsurface vault-style configurations to above-ground, lockable monitoring wells. The EOPC for this task assumes the existing conditions of groundwater monitoring wells MW-3R, MW-8, MW-9, and MW-10 are such that reconfiguration to above-ground monitoring wells will involve minimal excavation, concrete work, and regrading of the ground surface. This task involves extending the existing SCH 40 2" inner-diameter PVC well casing to approximately 2.5 feet above ground surface. Additional reconfiguration activities include installation of a locking protective steel casing, well protection bollards, and a new 48"x48"x4" thick concrete pad for each well. In order to minimize project costs, our subcontract driller will perform well reconfiguration activities in conjunction with the installation of the replacement well (Task 6.0).

Task 5.0: Well Installation Specifications

For this task, we will develop installation specifications for the replacement upgradient groundwater monitoring well. Installation specifications will be developed consistent with the NMED GWQB Monitoring Well Construction and Abandonment Guidelines (Revision 1.1, March 2011). At a minimum, the specifications will include the following information:

- Statements of scope of work and anticipated work schedule.
- Identification of required permits and clearances.
- Well driller responsibilities.

- Coordinates and map showing location of the proposed replacement well.
- Site preparation/clean-up requirements and access.
- Drilling equipment and methods, required well logs, and soil samples.
- Narrative and accompanying schematic drawings identifying well geometries and completion materials.

It should be noted that the specifications do not contain provisions for installing a dedicated purging/sampling pump in the new well. In the event that the City elects to install a dedicated pump in the replacement well, Parkhill would be pleased to provide the City with a separate scope of services and associated EOPC for this additional task.

As part of this task, we will complete and submit to the New Mexico Office of the State Engineer (NMOSE) the necessary well permit application and application fees. The permit and log for the replacement well will be included in the Well Completion Report as part of Task 8.0. In addition, we will contact New Mexico 8-1-1 and local utilities for line clearances.

Task 6.0: Well Installation

For this task, we will provide full-time observation services for installation of one replacement upgradient well that will be identified as well MW-5R. Well MW-5R will be installed in accordance with the NMED GWQB Monitoring Well Construction and Abandonment Guidelines (Revision 1.1, March 2011). We plan to utilize the professional services of Enviro-Drill, Inc. (Albuquerque, NM) to perform the well installation and reconfiguration tasks. Costs for these services are estimates based upon recent previous experience for shallow groundwater monitoring well drilling and installation. Our EOPC for this task is based on an estimated total of two days for well installation, and includes our subcontract drilling services. In the event that actual observation and/or installation time exceeds this estimate, additional days will be invoiced at a rate of \$1,760/day. Driller standby time will be invoiced at a rate of \$192.50/hour.

Task 7.0: Well Survey

We plan to utilize the professional services of Allsup Land Surveying (Cliff, NM) to perform a survey of replacement well MW-5R and each of the four reconfigured monitoring wells, as required by the NMED GWQB rules. The survey will be performed within 30 days following monitoring well installation. Our EOPC for this task assumes that adequate ground control currently exists at the Landfill for conducting the survey. In the event that new or additional ground control needs to be established, we will advise the City in advance of implementing this work, which will be invoiced for an additional fee of \$500.

Task 8.0: Well Completion Report

Within 45 days of well installation completion, we will submit a Well Completion Report to NMED GWQB on behalf of the City. For this task, we will prepare the Report within the specified timeframe to document well installation procedures and activities.

We plan to prepare a draft Well Completion Report, and will provide the draft Report to the City for review and comment. Resulting changes (if any) will be incorporated into a final Report for NMED review and approval. Upon NMED approval, we will provide the City with one electronic of the final Report.

Our EOPC for this task is based on the following assumptions:

- Parkhill will provide one iteration of the draft Well Completion Report to the City. Additional iterations will be invoiced on a time and materials basis.
- Responding to detailed requests for additional information (RAIs) from NMED GWQB is not required for approval of the final Well Completion Report. In the event that detailed RAI responses are required, we would be pleased to provide the City with a scope of services and associated EOPC for these supplemental services.

EXHIBIT B
Engineering Opinion of Probable Cost

EXHIBIT B
ENGINEERING OPINION OF PROBABLE COST
CITY OF TRUTH OR CONSEQUENCES - BLM LANDFILL
GROUNDWATER MONITORING WELL INSTALLATION AND RECONFIGURATION
February 2023

Task No.	Task Description	Professional Services	Subcontract Services		Expenses ²	TOTAL ¹
			Survey ⁵	Driller ⁴		
1.0	Project Management	\$ 7,800	\$ -	\$ -	\$ -	\$ 7,800
2.0	Monitoring Well Locations Proposal	\$ 4,550	\$ -	\$ -	\$ -	\$ 4,550
3.0	Site Inspection	\$ 1,750	\$ -	\$ -	\$ 250	\$ 2,000
4.0	Monitoring Well Reconfiguration ³	\$ 6,800	\$ -	\$ 4,000	\$ 950	\$ 11,750
5.0	Well Installation Specifications ³	\$ 8,600	\$ -	\$ -	\$ 85	\$ 8,685
6.0	Well Installation	\$ 6,300	\$ -	\$ 6,900	\$ 900	\$ 14,100
7.0	Well Survey	\$ 2,200	\$ 2,600	\$ -	\$ -	\$ 4,800
8.0	Well Completion Report	\$ 7,850	\$ -	\$ -	\$ 92	\$ 7,942
	PROJECT TOTAL	\$ 45,850	\$ 2,600	\$ 10,900	\$ 2,277	\$ 61,627

Notes:

1. Cost estimates are provided for pre-planning purposes only and do not include NMGR.
2. Expenses include cost estimates for mobilization/demobilization; sampling equipment leasing; per diem; report production costs; etc.
3. Cost estimate for Professional Services and Driller for Tasks 4.0 and 5.0 are for pre-planning purposes only and are based on 2 days for well installation in addition to 2 days for well reconfiguration.
4. For Estimation Purposes, Subcontract Driller is Enviro-Drill, Inc. (Albuquerque, NM).
5. For Estimation Purposes, Subcontract Surveyor is Allsup Land Surveying (Cliff, NM).



REQUISITION

Requisition #: 89415

Date: 02/17/2023

Vendor #: 5312

ISSUED TO: STEVE BELL CONSTRUCTION
P.O. BOX 813
ELEPHANT BUTTE, NM 87935

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 SEWER AND WATER INSTALL		0.00 504-3803-47415	20,072.50
PO Description: SEWER AND WATER INSTALL				
Detailed Description: SEWER INSTALL AND WATER SERVICE WITH BACKHOE & LABOR VARIOUS STREETS IN T OR C - MATERIAL SUPPLIED BY THE CITY SEE ATTACHED QUOTE FOR STREETS AND BREAKDOWN				

Authorized By: _____

SUBTOTAL:	18,500.00
TOTAL TAX:	1,572.50
SHIPPING:	0.00
TOTAL	20,072.50

SBE, Inc. dba Steve Bell Construction

Steve Bell Construction

PO Box 813 Elephant Butte, NM 87935

Estimate

DATE	ESTIMATE #
2/16/2023	59

NAME / ADDRESS
City of T or C WWTP

PROJECT	
DESCRIPTION	TOTAL
1010 Third St - 4 inch sewer install, backhoe & labor	2,000.00T
800 E. Joffree - 1 inch water service, backhoe & labor	2,500.00T
1801 E. Third St. - 1 inch water service, backhoe & labor	2,500.00T
510 W. Third St. - 3/4 inch water service, backhoe & labor	2,500.00T
404 N Broadway - 3/4 inch water service, backhoe & labor	2,500.00T
1007 S. Broadway - 3/4 inch water service, backhoe & labor	4,000.00T
212 Austin St. 4 inch sewer service, backhoe & labor	2,500.00T
All material supplied by City of T or C	
	\$18,500.00
Terms: 50% upon acceptance: balance upon completion.	(8.5%) \$1,572.50
	TOTAL \$20,072.50

SIGNATURE _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: H.10

SUBJECT: Use of Municipal Golf Course for 2023 Turtleback Mountain Music Festival on June 9th through 11th.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: February 15, 2023

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

The organization would like permission to utilize the golf course to host their 2nd annual music festival.

Recommendation:

Approval of request.

Attachments:

- None.
- -

Fiscal Impact (Finance): Yes

Increased GRT

Legal Review (City Attorney): Yes

-

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☒ Legal ☐ Other: Click here to enter text.

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.

Continued To: Click here to enter a date. Referred To: Click here to enter text.

☐ Approved ☐ Denied ☐ Other: Click here to enter text.

File Name: CC agendas 2-22-2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: H.11

SUBJECT: Approve 2022-2024 National Museum of the United States Airforce Community Static Display Program Agreement

DEPARTMENT: Airport

DATE SUBMITTED: February 16, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

NMUSAF has loaned the City of T or C the historical property identified as Aircraft T-33A. This aircraft is to be used for static display purposes only, and is currently displayed at the City of T or C Municipal Airport.

Recommendation:

Approve Loan Agreement

Attachments:

- Loan Agreement
- T-33A Picture

-

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): Yes

.

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 2-22-2023

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
COMMUNITY STATIC DISPLAY LOAN PROGRAM**

2022 LOAN AGREEMENT, SDA0220

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the CITY OF TRUTH OR CONSEQUENCES, hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of NM and located at TRUTH OR CONSEQUENCES a Loan Agreement hereinafter called "the Agreement" for Department of the Air Force (DAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2022 and ending 31 March 2024. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of DAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses associated with the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation, and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the DAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include, but not limited to, annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Photography or video created by the Borrower for general promotion of the institution's collection online or in organizational materials is permitted. (Note – permission is not granted for fundraising events or anything that could imply endorsement by the DAF or the NMUSAF.) Casual photography or video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall, within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain with the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2022.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees to waive any right to contest the FRV in any legal proceeding. The FRV of the Property is as identified in the inventory report or, if not identified in the inventory report, the FRV otherwise identified at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed, or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender and according to terms determined by the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender, and according to terms determined by the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing current digital images of all Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.3. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. _____, but painted and marked to depict (nomenclature), Serial No. _____, assigned to the (Unit and/or person) in (location or theater) during (year)."

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if, upon inspection, it is determined radioactive items have been installed or reinstalled on the Property while in possession of the Borrower, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return the Property to the NMUSAF upon expiration of this Agreement or earlier, the Borrower terminates the agreement prior to expiration of this Agreement or the NMUSAF terminates this Agreement for cause, at no expense to the NMUSAF. The return of all or any part of the Property will be made to the NMUSAF at Wright-Patterson AFB, OH; the Aerospace Maintenance and Regeneration Group at Davis-Monthan AFB, AZ; or a location determined by NMUSAF upon termination of this Agreement or earlier. The Borrower shall be responsible for paying all freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges associated with any return.

15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property. Repossession of all or any part of the Property for such cause by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property. If this Agreement is terminated at the option of the Borrower, the Borrower is responsible to bear all expenses associated with moving, reclaiming, and/or demilitarizing the Property.

15.5. The Lender reserves the right to terminate this Agreement without cause, in all or part, and to recall the Property. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

Executed on behalf of the Lender this Tenth Day of January, 2022, at Wright-Patterson AFB Ohio.

By: 
MELISSA SHAW

Title: Community Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-8839

Email: melissa.shaw@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this _____ day of _____, 2022, at _____.

CITY OF TRUTH OR CONSEQUENCES
(Name of Borrower/Organization)

By: _____
(Signature)

(Typed or Printed Name & Title)

Address: _____

Telephone: _____

Email: _____

ATTACHMENT 1

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE VEHICLES

SECTION A - GENERAL

A. Information:

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).
2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.
3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

B. Security Requirements:

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure from unsupervised personnel. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.
2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.
3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:
 - a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.
 - b. Riveting the door securely to the jamb section.
 - c. Attaching hasps internally and securing with inside padlock.

d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust and ice. The access door that is not permanently sealed must be secured by a hasp welded or riveted in place. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency entrance for authorized personnel.

C. Maintenance Records:

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581 (available from NMUSAF).

2. All work items that are accomplished shall be listed and signed off on a maintenance log (AF Form 3581, available from the NMUSAF).

3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.

4. Copies of all maintenance records must be returned to NMUSAF/MUC with the annual loan renewal process for preservation.

SECTION B - REQUIREMENTS

A. Prepare Powerplant for Display:

1. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).

2. Clean excess oil and grease from exterior components of engines (if applicable).

3. Check powerplant cowling for corrosion and damage. Repair and refinish as necessary for display.

4. Install intake and exhaust protective covers. Use standard covers if available or suitable substitutes.

5. Clean and preserve propeller(s). Treat any affected areas and refinish to standard configuration.

B. Prepare Landing Gear:

1. Clean and preserve strut.

2. Clean all wheels and other landing gear components.

3. Check and remove corrosion. Repaint to standard configuration.
4. Check all tires for excessive wear and adjust pressure as required.
5. Secure all retractable landing gear in the down position with positive locking devices.

C. Prepare Hydraulic Systems:

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

D. Prepare Electronic Systems:

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

E. Prepare Airframe:

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.
6. Clean and treat lavatory and relief facilities (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

F. Prepare Control Surfaces:

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary.
3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.

4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.

5. Secure all moveable surfaces in a neutral position with positive locking devices.

G. Radiation Safety:

No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

H. Final Preparation:

1. Secure aerospace vehicles by attaching tie down restraints to surface attaching points and to major structural parts of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.

2. Place aerospace vehicles on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to its structural members.

3. Aerospace vehicles that are normally supported on pneumatic tires must be placed on display stands. Tires should be inflated and or checked to maintain normal tire shape.

4. Remove all antenna wires that could serve as a bird roost.

5. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.

6. Flag or cover protruding objects of a hazardous nature.

I. Coordination:

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.

2. No aerospace vehicles will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

ATTACHMENT 2

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR THE CARE OF ARTIFACTS

A. Information:

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.

2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically.

B. General Guidelines for Artifacts:

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:

a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.

b. Provide appropriate physical security against vandalism or theft through the use of locked or sealed display cases. The artifact's intrinsic value should determine the security measures required.

c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.

2. Contact the NMUSAF Conservator for guidance if needed.

C. Damage Threats to Artifacts: The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light – Light, a form of radiation, damages many materials, especially fabrics. This damage is first observed as the fading of colors followed by the gradual breakdown of the material. The most harmful portion of the light spectrum is ultra-violet (UV). Protecting from UV is accomplished by avoidance of natural sunlight or artificial light such as florescent and halogen. The use of Light Emitting Diodes (LED) is the preferred standard in museum exhibits. Normal incandescent lighting is low in UV radiation.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level which exceeds 200 lux or 20 foot-candles from any source. The acceptable level for most artifacts falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive artifacts, such as artwork, photographs and textiles should have their intensity levels adjusted toward lower limits and/or limited exposure time. There is a reciprocity law between intensity (lux) and time of exposure: Ten hours of exposure at 50 lux has the same damaging effect as 1 hour at 500 lux.

b. Protection for UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UV Plexiglas, solar screen, blackout curtains or UV filtering sleeves. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are heat and humidity. Ideally, an artifact is displayed at a constant temperature of 67 degrees and 47% relative humidity, with no more than a 5 degree temperature or 5 percent humidity variation. Of the two, humidity is the most destructive. Excessive heat and humidity may create a favorable environment for the growth of molds and fungus as well as rust/corrosion. Rapid changes in temperature and humidity should be avoided.

4. Insect/Pest – Insects and pests can be highly destructive. The first line of defense is the cleanliness of the facility. Careful monitoring and frequent inspection will provide early detection of infestation. If and when an infestation is detected many methods of pest removal are destructive to artifacts. If an artifact is exposed to infestation, contact the NMUSAF Conservator.

D. Conservation: Adherence to the guidelines for preservation of artifacts will go a long way to ensure their longevity. In rare instances, some conservation measures may be needed. Contact the NMUSAF Conservator for guidance. Do not attempt to treat an artifact on your own.

E. Storage: All attempts should be made to place artifacts on exhibit as soon as possible. Environmental control, good housekeeping and periodic inspections are essential to the proper

storage of artifacts. Textiles shall be stored flat when possible and laid out on acid free tissue paper. Well padded hangers should be used if textiles are hung for display. Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

F. Handling: Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

G. Display: Displaying an artifact can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use mannequins that do not place undue stress on uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

H. Shipping: Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult the NMUSAF to arrange shipping.

**NATIONAL MUSEUM of the U.S. AIR FORCE
INVENTORY REPORT**

24-Jan-23

Loan Account Number **SDA0220**

RCS: HAF-HO(A) 8801

ACCESSION #	NOMENCLATURE	Value
SD-2000-0291	AIRCRAFT, T-33A, 51-9022	\$10,000

I certify that the above listed items shown on Pages 1 through 1 are being used for their approved purpose, are being maintained and protected according to the agreement and attachments, that this organization still desires to retain this property, and with any discrepancies so noted.

Signature: _____

(Historical Property Custodian)

(Date)

Typed or Printed Name

Typed or Printed Title



LOCKHEED T-33
2 place trainer version of F80

First flown: 1946. First delivery: 1948. Length: 32' 10". Wingspan: 37' 10". Height: 12' 10".
Engine: 1 Pratt & Whitney J47 turbojet (1,600 hp). Max speed: 440 mph.
Range: 1,000 miles. Service ceiling: 40,000 ft.
Armament: 1 3.7" rocket launcher. 1 50" rocket launcher. 1 50" rocket launcher.
Total weight: 10,000 lb. Max takeoff weight: 12,000 lb.
Manufacturer: Lockheed Aircraft Corporation, Burbank, California.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: H.12

SUBJECT: Approve installation of a Septic Tank for El Terrero Construction and execute the Hold Harmless Agreement

DEPARTMENT: Community Development

DATE SUBMITTED: February 16, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

The City entered into a rental agreement with El Terrero Construction on 9/19/22 for the use of the property located at "Solar Field" S Broadway St for the purposes of temporary staging and stock piling of construction equipment and materials. Property has no access to City Sewer so the contractor would like to install a septic tank for the duration of the lease period. Contractor will pay all fees associated with the installation and future removal of the septic tank.

Since the city owns the property, Talon Septic is required to seek City approval giving the contractor permission to have the septic put in and a requests City signature on the Hold Harmless Agreement

Recommendation:

Approve installation of the Septic Tank and Execute the Hold Harmless Agreement

Attachments:

- Hold Harmless Agreement
-

Fiscal Impact (Finance): No

Contractor must pay for installation, upkeep and removal of Septic Tank

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 2-22-2023



TALON SEPTIC LLC
HOLD HARMLESS AND PAYMENT AGREEMENT

Date: 2/13/2023

Owner/Seller: # EITerra Construction

Property Address: 3099 South Broadway St.

I, Norma Elvando (Seller/Owner/Responsible Party),
waive, release and hold harmless Talon Septic LLC and any and all employees or subcontractors from
any responsibility due to damages to any and all under and above ground facilities up to but not limited
to: secondary electric lines, water lines, phone lines, gas lines, septic lines, yard lines, garden, driveways,
well head, fences, concrete slabs damaged or dug into to locate and/or service septic system. To all the
above shall indemnify Talon Septic LLC from any liability arising from first contact in any manner.

I understand that it is MY SOLE RESPONSIBILITY to mark personal underground facilities such as septic
tanks, drain fields, etc. Marked or made known personal above or underground facilities are not
protected or released from liability. I understand that in the event of damages, Talon Septic, is under no
obligation for repairs or placement. Any known damages will be made known to the
seller/owner/responsible party. Please initial below:

X I have personal underground facilities and understand the agreement above.

_____ I do NOT have personal underground facilities and understand the agreement above.

I do hereby understand that a new installation of any part of a septic system requires digging to install or
fix/make repairs to your current septic system. I understand that the land will not be returned to the
same as it was before, as Talon Septic is not a landscaping business. However, we will dig, fix, and cover
back up the land we disturbed to our company standards.

Owner/Seller/Responsible Party agrees to pay all cost associated for services contracted by him/her self
or on his/her behalf by realtor, title company, etc. provided by Talon Septic, LLC. Failure to pay may
result in mechanical lien with annual interest of 18%.

By signing below, I acknowledged that I have fully read and understood this agreement. I have asked any
questions and stated any concerns that I might have pertaining to this agreement.

Norma Elvando
Print Name (Owner/Seller)

[Signature]
Signature (Owner/Seller)

2/14/23
Date

Print Name (Buyer)

Signature (Buyer)

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 22, 2023

Agenda Item #: H.13

SUBJECT: Approval of Parkhill Task Order for the purpose of Monitoring Well Replacement and Reconfiguration at the T or C BLM Landfill

DEPARTMENT: Solid Waste

DATE SUBMITTED: February 16, 2023

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

Proposal is for installation of one replacement groundwater monitoring well at the closed City of T or C BLM Landfill. Over the past three annual sampling events, upgradient monitoring well MW-5 has failed to yield adequate quantities of water for sampling purposes and requires replacement in order to continue monitoring upgradient (background) groundwater quality at the Landfill.

Additionally, existing monitoring wells MW-3R, MW-8, MW-9, and MW-10 are currently constructed as subsurface vault wells, and need to be reconfigured as above-ground monitoring points. Well reconfiguration will alleviate current access issues, provide protection from damage by grounds maintenance equipment, and mitigate potential negative water quality impacts from nearby surface water run-on sources (e.g., siltation from the closed landfill to the west and adjacent access roads to the east, and herbicides/fertilizers from driving range upkeep activities).

Recommendation:

Approve Task Order with Parkhill

Attachments:

- Task Order
-

Fiscal Impact (Finance): Yes

\$61,627.00 + NMGR

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other: [Click here to enter text.](#)

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 2-22-2023



**TASK ORDER T or C BLM 2023.1
ACCEPTANCE SHEET**

**PARKHILL
333 Rio Rancho Blvd, Suite 400
Rio Rancho, New Mexico 87124
505.867.6990**

Description of Services: Monitoring Well Replacement and Reconfiguration
Project Name: Truth or Consequences BLM Landfill
Project Address: Sierra County, NM
Date: February 15, 2023

For approval and payment of charges, invoices will be charged to the account of:

Firm: City of Truth or Consequences
Attention: Mr. Bruce Swingle
Address: 505 Sims Street
City/State: Truth or Consequences, NM
Zip Code: 87901
Telephone: 575.894.6673
E-mail: aalvarez@torcnm.org

This AGREEMENT acknowledges acceptance of the Scope of Services outlined in the attached letter proposal dated February 3, 2023, in addition to the Agreement for Professional Services between Parkhill and the City of Truth or Consequences (the City) and Parkhill dated April 13, 2022, and is subject to the following special provisions/payment schedule:

Proposed "Not to Exceed" fee of \$61,627 Invoiced on a Lump Sum basis.
Plus NMGR of \$4,660.54 (@7.5625%) For a Total Fee of \$66,287.50.

Except as expressly modified herein, no other provisions of the Agreement between the Engineer and Client are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between the Engineer and Client, concerning the subject matter thereof. This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

This AGREEMENT is accepted by:

City of Truth or Consequences

By (Signature)

By (Type/Print)

Title

Accepted _____

PARKHILL


By (Signature)

Matthew W. Kingsley, PE
By (Type/Print)

Principal
Title

Accepted February 13, 2023



February 3, 2023

Transmitted Via E-mail
aalvarez@torcnm.org

Mr. Andy Alvarez, Sanitation Director
City of Truth or Consequences
Truth or Consequences, NM 87901

Re: Closed T or C BLM Landfill
Proposal for Groundwater Monitoring Well Installation and Reconfiguration

Dear Mr. Alvarez:

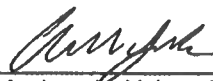
Consistent with your request, Parkhill is pleased to provide the City of Truth or Consequences (the City) with this Proposal for installation of one replacement groundwater monitoring well at the closed City of T or C BLM Landfill. Over the past three annual sampling events, upgradient monitoring well MW-5 has failed to yield adequate quantities of water for sampling purposes and requires replacement in order to continue monitoring upgradient (background) groundwater quality at the Landfill. It should be noted that replacement of well MW-5 will require a letter request to GWQB, and application submittal to the New Mexico Office of the State Engineer.

Additionally, existing monitoring wells MW-3R, MW-8, MW-9, and MW-10 are currently constructed as subsurface vault wells, and the City has requested a cost estimate to reconfigure these wells as above-ground monitoring points. Well reconfiguration will alleviate current access issues, provide protection from damage by grounds maintenance equipment, and mitigate potential negative water quality impacts from nearby surface water run-on sources (e.g., siltation from the closed landfill to the west and adjacent access roads to the east, and herbicides/fertilizers from driving range upkeep activities).

We propose to complete this project on a Lump Sum basis, with monthly invoicing based on project progress. Should actual costs exceed the estimated costs, we will provide the City with an updated scope and Engineering Opinion of Probable Cost (EOPC) for approval prior to implementation. New Mexico State law requires Gross Receipts Tax and excise tax to be added to all labor costs while Parkhill employees are in the State of New Mexico. All New Mexico Gross Receipts tax will be in addition to the fees enclosed and will be a reimbursable expense.

Should you find this Proposal acceptable, please contact us at your convenience and we will provide the City with an Agreement for Professional Services for execution. Please contact us if you have any questions or if we can be of additional assistance.

Sincerely,
PARKHILL

By 
Andrew N. Yuhas, PG
Professional Geologist

By 
Matthew W. Kingsley, PE
Principal

MWK/any/pg
Enclosures

Exhibit A: Task Order De Baca 2022.2 Acceptance Sheet
Exhibit B: Engineering Opinion of Probable Cost

Y:\2023_PROPOSALS\BLM\2023_BLM_WellInstallRebuild_Proposal.docx

EXHIBIT A
Scope of Services

EXHIBIT A

Scope of Services Closed T or C BLM Landfill Groundwater Monitoring Well Installation and Reconfiguration

Task 1.0: Project Management

This task includes meetings and communications with the City, New Mexico Environment Department Groundwater Quality Bureau (NMED GWQB), subconsultants, subcontractors, etc. Also included are senior review and quality control of task deliverables, as well as maintenance of project scope, schedule, and budget.

Task 2.0: Monitoring Well Locations Proposal

The EOPC for this task includes development and submittal of a letter request to GWQB requesting the replacement of well MW-5. The request will include the rationale for the replacement, the location of the proposed replacement well, and well specifications developed consistent with prevailing NMED GWQB guidelines. Also included in this task is courtesy email notification to GWQB of the reconfiguration of existing vault-style wells MW-3R, MW-8, MW-9, and MW-10 to above ground monitoring points.

Task 3.0: Site Inspection

The level of effort that we anticipate will be required to perform a "desktop" evaluation of the most appropriate location for the replacement upgradient monitoring well is identified in Task 2.0. However, in order to ensure that the well is installed at a location that meets the expectations of NMED GWQB, and is readily accessible by both the driller and future sampling teams, we plan to conduct a comprehensive site inspection of the proposed well location. We highly recommend that T or C representatives attend the inspection and that NMED GWQB be invited.

Our EOPC for this task assumes that only one site inspection will be required, and will be attended by one Parkhill staff member. Should the site inspection reveal that the original well location selected as part of Task 2.0 is not positioned appropriately, we will submit an updated Groundwater Monitoring Well Location Proposal to NMED GWQB for review and approval.

Task 4.0: Monitoring Well Reconfiguration

This task includes Parkhill's development of the specifications, as well as full-time installation observation, for reconfiguration of 4 existing groundwater monitoring wells from subsurface vault-style configurations to above-ground, lockable monitoring wells. The EOPC for this task assumes the existing conditions of groundwater monitoring wells MW-3R, MW-8, MW-9, and MW-10 are such that reconfiguration to above-ground monitoring wells will involve minimal excavation, concrete work, and regrading of the ground surface. This task involves extending the existing SCH 40 2" inner-diameter PVC well casing to approximately 2.5 feet above ground surface. Additional reconfiguration activities include installation of a locking protective steel casing, well protection bollards, and a new 48"x48"x4" thick concrete pad for each well. In order to minimize project costs, our subcontract driller will perform well reconfiguration activities in conjunction with the installation of the replacement well (Task 6.0).

Task 5.0: Well Installation Specifications

For this task, we will develop installation specifications for the replacement upgradient groundwater monitoring well. Installation specifications will be developed consistent with the NMED GWQB Monitoring Well Construction and Abandonment Guidelines (Revision 1.1, March 2011). At a minimum, the specifications will include the following information:

- Statements of scope of work and anticipated work schedule.
- Identification of required permits and clearances.
- Well driller responsibilities.

- Coordinates and map showing location of the proposed replacement well.
- Site preparation/clean-up requirements and access.
- Drilling equipment and methods, required well logs, and soil samples.
- Narrative and accompanying schematic drawings identifying well geometries and completion materials.

It should be noted that the specifications do not contain provisions for installing a dedicated purging/sampling pump in the new well. In the event that the City elects to install a dedicated pump in the replacement well, Parkhill would be pleased to provide the City with a separate scope of services and associated EOPC for this additional task.

As part of this task, we will complete and submit to the New Mexico Office of the State Engineer (NMOSE) the necessary well permit application and application fees. The permit and log for the replacement well will be included in the Well Completion Report as part of Task 8.0. In addition, we will contact New Mexico 8-1-1 and local utilities for line clearances.

Task 6.0: Well Installation

For this task, we will provide full-time observation services for installation of one replacement upgradient well that will be identified as well MW-5R. Well MW-5R will be installed in accordance with the NMED GWQB Monitoring Well Construction and Abandonment Guidelines (Revision 1.1, March 2011). We plan to utilize the professional services of Enviro-Drill, Inc. (Albuquerque, NM) to perform the well installation and reconfiguration tasks. Costs for these services are estimates based upon recent previous experience for shallow groundwater monitoring well drilling and installation. Our EOPC for this task is based on an estimated total of two days for well installation, and includes our subcontract drilling services. In the event that actual observation and/or installation time exceeds this estimate, additional days will be invoiced at a rate of \$1,760/day. Driller standby time will be invoiced at a rate of \$192.50/hour.

Task 7.0: Well Survey

We plan to utilize the professional services of Allsup Land Surveying (Cliff, NM) to perform a survey of replacement well MW-5R and each of the four reconfigured monitoring wells, as required by the NMED GWQB rules. The survey will be performed within 30 days following monitoring well installation. Our EOPC for this task assumes that adequate ground control currently exists at the Landfill for conducting the survey. In the event that new or additional ground control needs to be established, we will advise the City in advance of implementing this work, which will be invoiced for an additional fee of \$500.

Task 8.0: Well Completion Report

Within 45 days of well installation completion, we will submit a Well Completion Report to NMED GWQB on behalf of the City. For this task, we will prepare the Report within the specified timeframe to document well installation procedures and activities.

We plan to prepare a draft Well Completion Report, and will provide the draft Report to the City for review and comment. Resulting changes (if any) will be incorporated into a final Report for NMED review and approval. Upon NMED approval, we will provide the City with one electronic of the final Report.

Our EOPC for this task is based on the following assumptions:

- Parkhill will provide one iteration of the draft Well Completion Report to the City. Additional iterations will be invoiced on a time and materials basis.
- Responding to detailed requests for additional information (RAIs) from NMED GWQB is not required for approval of the final Well Completion Report. In the event that detailed RAI responses are required, we would be pleased to provide the City with a scope of services and associated EOPC for these supplemental services.

EXHIBIT B
Engineering Opinion of Probable Cost

EXHIBIT B
ENGINEERING OPINION OF PROBABLE COST
CITY OF TRUTH OR CONSEQUENCES - BLM LANDFILL
GROUNDWATER MONITORING WELL INSTALLATION AND RECONFIGURATION
February 2023

Task No.	Task Description	Professional Services	Subcontract Services		Expenses ²	TOTAL ¹
			Survey ⁵	Driller ⁴		
1.0	Project Management	\$ 7,800	\$ -	\$ -	\$ -	\$ 7,800
2.0	Monitoring Well Locations Proposal	\$ 4,550	\$ -	\$ -	\$ -	\$ 4,550
3.0	Site Inspection	\$ 1,750	\$ -	\$ -	\$ 250	\$ 2,000
4.0	Monitoring Well Reconfiguration ³	\$ 6,800	\$ -	\$ 4,000	\$ 950	\$ 11,750
5.0	Well Installation Specifications ³	\$ 8,600	\$ -	\$ -	\$ 85	\$ 8,685
6.0	Well Installation	\$ 6,300	\$ -	\$ 6,900	\$ 900	\$ 14,100
7.0	Well Survey	\$ 2,200	\$ 2,600	\$ -	\$ -	\$ 4,800
8.0	Well Completion Report	\$ 7,850	\$ -	\$ -	\$ 92	\$ 7,942
	PROJECT TOTAL	\$ 45,850	\$ 2,600	\$ 10,900	\$ 2,277	\$ 61,627

Notes:

1. Cost estimates are provided for pre-planning purposes only and do not include NMGR.
2. Expenses include cost estimates for mobilization/demobilization; sampling equipment leasing; per diem; report production costs; etc.
3. Cost estimate for Professional Services and Driller for Tasks 4.0 and 5.0 are for pre-planning purposes only and are based on 2 days for well installation in addition to 2 days for well reconfiguration.
4. For Estimation Purposes, Subcontract Driller is Enviro-Drill, Inc. (Albuquerque, NM).
5. For Estimation Purposes, Subcontract Surveyor is Allsup Land Surveying (Cliff, NM).