

Steven Green
Mayor

Sandra Whitehead
Mayor Pro-Tem

Kathy Clark
Commissioner



Rolf Hechler
Commissioner

Joshua Frankel
Commissioner

Juan A. Fuentes
City Manager

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REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, IS TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, JANUARY 24, 2018; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

Hon. Steve Green, Mayor
Hon. Sandra Whitehead, Mayor Pro-Tem
Hon. Rolf Hechler, Commissioner
Hon. Kathy Clark, Commissioner
Hon. Joshua Frankel, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

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

D. RESPONSE TO PUBLIC COMMENTS

E. PRESENTATIONS

1. Presentation related to the Spaceport. Dan Hicks, Presenter
2. Presentation related to the Copper Flat Mines. Omar El-Emawy, Presenter

F. CONSENT CALENDAR

1. Public Utility Advisory Board Minutes, December 18, 2017
2. Airport Advisory Board Minutes, November 14, 2017
3. Lodger's Tax Reports – 1st Quarter late filings and 2nd Quarter Reports
4. Subrecipient Reports – 1st Quarter late filing and 2nd Quarter Reports
5. Notice of Candidates and appointing Precinct Boards for March Regular Election.

CONSENT CALENDAR *(Continued)*

6. MOU with Elephant Butte for Animal Control Services.
7. JPA with Sierra County for Animal Control Services.
8. JPA with Williamsburg for Police Services and Animal Control Services.

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 22 17/18 Budget Adjustment. Melissa Torres, Finance Director
2. Discussion/Action: Variance request to allow a 1995 mobile home onto lot at 623 Garst Street. Susanna Diller, Planner/GIS Tech.

H. NEW BUSINESS

1. Discussion/Action: Appointment of Lodger's Tax Board Members. Renee Cantin, Clerk-Treasurer
2. Discussion/Action: Use for mobile home on Airport Property. Mark Bleth, Airport Manager
3. Discussion/Action: Approval of Airport Annual Lease renewals. Mark Bleth, Airport Manager
4. Discussion/Action: Land Leases for vehicles on Airport Property. Mark Bleth, Airport Manager
5. Discussion/Action: Extension of Golf Course Contract with Terry Taylor, LLC. Renee Cantin, Clerk-Treasurer

I. REPORTS

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

J. ADJOURNMENT

NEXT CITY COMMISSION MEETING FEBRUARY 14, 2018



E.1

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

ITEM:

Presentation related to the Spaceport. Dan Hicks, Presenter

BACKGROUND:

Dan Hicks will be presenting this item.

STAFF RECOMMENDATION:

None. Presentation only.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 01/24/2018



CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

Presentation related to the Copper Flat Mines. Omar El-Emawy, Presenter

BACKGROUND:

Omar El-Emawy will be presenting this item.

STAFF RECOMMENDATION:

None. Presentation only.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 01/24/2018

F.1



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

ITEM:

Approve the minutes of the Public Utility Advisory Board for December 18, 2017.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 1/24/2018

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC UTILITY ADVISORY BOARD
MONDAY, DECEMBER 18, 2017**

REGULAR MEETING MINUTES

Regular meeting of the Public Utility Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, December 18, 2017 at 5:30 P.M.

INTRODUCTION:

PRESENT:

George Szigeti, Chairman
Jeff Dornbusch, Vice-Chairman
Gil Avelar, Member
Randy Ashbaugh, Member

ABSENT:

Ron Pacourek, Member

ALSO PRESENT:

Juan Fuentes, City Manager
Arnie Castaneda Water/Wastewater Department Supervisor
Andy Alvarez, Sanitation Director
Traci Burnette, Grant Project Coordinator
Tammy Gardner, Electric Department Administrative Assistant
Susanna Diller, Planner/GIS Tech.
Melissa Torres, Finance Director
Sonya Williams, Utility Office Manager
Chelsea LeClair, Utility Office
Kristin Weddle, Scale House Operator
Angela A. Torres, Deputy City Clerk

APPROVAL OF AGENDA:

Chairman Szigeti called for approval of the agenda.

Vice Chairman Dornbusch moved approval of the agenda as submitted.

Member Avelar seconded the motion. Motion carried unanimously.

APPROVAL OF MINUTES:

Regular meeting of Monday, November 20, 2017:

Vice Chairman Dornbusch moved approval of the November 20, 2017 minutes as submitted.

Member Avelar seconded the motion. Motion carried unanimously.

COMMENTS FROM THE PUBLIC:

Klaus Wittern asked that he be able to give a presentation at the next meeting. He also provided Chairman Szigeti and Deputy Clerk Torres with a packet that Johnson Controls presented last Thursday evening in Las Cruces.

RESPONSE TO COMMENTS FROM THE PUBLIC:

There was no response to public comment.

Discussion/Update: Electric Department- Tammy Gardner, Electric Division Administrative Assistant

Tammy Gardner, Electric Division Administrative Assistant reported the following:

- High School Fitness Center- The line is 80% finished. They are waiting on the contractor for the ground breaking and that should be in about 3 weeks or sooner.
- Animal Shelter – Contractors are making great progress, and they are waiting on the electrician to pull the permit.
- The YESCO presentation will go before the Commission again in January.
- The Cielo Vista Subdivision engineering is 60% completed.
- Veterans Center – The new Transformer is online and working well.
- Substation Battery Replacement – The engineers should be finished with the design by mid-January.
- McDonalds Construction – In mid-January they are going to be killing the electric for about a week and in that timeframe we will go in and replace the underground and Padmount Transformer which should only take us a couple of days.

Discussion/Update: Water/Wastewater Department - Jesus Salayandia, Water/Wastewater Director:

Arnie Castaneda, Water Department Supervisor reported the following:

- Phase I at the Wastewater Treatment Plant is practically complete. There were some small SCADA issues on the computer, but those glitches have been worked out.
- Phase 2A is moving along. The contractor installed a rebar on one of the clarifiers, and is almost done with the 2nd clarifier. Once they finish with the rebar, they will pour the base for the clarifiers and that should be within the next week or two.
- They expect construction for the CDBG Manhole Project to be sometime in January.
- Staff moved into the administration building at the Treatment Plant, and the lab and internet is finally up and running as well.

- They vacated the trailer at the Treatment Plant with the exception of Jesus Salayandia. They plan to remodel it, and make it into a meeting room for operators and staff.

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

Andy Alvarez, Sanitation Director reported the following:

- The Recycling and Waste Collection Center will be closed on Monday December 25, 2017 as well as Tuesday, December 26, 2017. Residential and commercial trash routes will run on Tuesday, December 26, 2017 for the Christmas Holiday. Residents on Monday's route will need to put their Polycart out on Tuesday. Commercial routes will also be picked up on that day. The holiday schedule has been advertised in both newspapers, it was listed on the utility bills, flyers were made, and it was posted on the website.
- The Recycling and Waste Collection Center will be closed on Monday, January 1, 2018 in observance of New Year's Day. However, there will not be any interruption with commercial and residential pickup.
- The Recycling and Waste Collection Center will be closed on Monday, January 15, 2018 in observance of Martin Luther King Jr. Day. However, there will not be any interruption with commercial and residential trash routes.
- They will be accepting non-artificial Christmas trees the month of January 2018, free of charge. The State Parks will pick up all of the trees from the Solid Waste Collection Center and put them in the lake for fish to habitat.
- The City of Elephant Butte is requesting an additional recycle trailer for "plastics only."
- He is working on educating the public with issues concerning plastic recyclables. Most plastics are recyclable, but they are getting a lot of hard plastics that they are not able to recycle with their equipment. They are ending up with plastic yard chairs, plastic slides, plastic yard décor, plastic pools, and so forth. Those kinds of items are not acceptable. They are only able to recycle plastics #1 and #2 at this time.
- Jay Johnson and Commissioner Hechler received three trailers from Patrick Peck at South Central Solid Waste Authority. The Solid Waste crew refurbished 2 of the 3 trailers, and those 2 trailers will go out to the Spaceport to be used for recycling.

Chairman Szigeti –The only holidays the Sanitation Department does not pick up Polycarts on that exact day is Thanksgiving and Christmas.

Discussion/Action: Electric Cost Adjustment – George Szigeti, Chairman:

Chairman Szigeti - He still has not heard anything back from the Utility Office or Electric Department, so he made his own spreadsheet with the calculations. If we could get someone to spend a little bit of time on it, we can have that value there and ready for the bills in January.

City Manager Fuentes – He saw the sheet that was emailed to staff, and he is not sure if a comparison was made in regards to what the old formula calculates at, what this formula calculates at, and what is the dollar amount in comparison. He thinks that it is important for the Board to see the impact of a new formula.

Chairman Szigeti – We brought that up before it went back to the Commission. He did have a spreadsheet of two years' worth of bills and he calculated them two different ways. There was only a

slight difference when the energy cost adjustment was a little bit higher, and when it was a little bit lower. That spreadsheet with all of the values was presented to the City Commission at the time, and it was approved.

City Manager Fuentes – He read the minutes, and he thinks that the name change was approved, not the formula.

Chairman Szigeti – They directed us to come back and put it in place.

City Manager Fuentes – Yes, as a recommendation from this Advisory Board. If this is the recommended new formula, then the Advisory Board needs to make that recommendation to the Commission to approve a new formula.

Chairman Szigeti – He thought that's what they approved at the meeting.

Finance Director Torres – We have the minutes right here sir.

City Manager Fuentes – In the minutes it states "Mayor Green made the motion to change the name to Energy Cost Adjustment and authorize staff to revisit this on an annual basis," but it did not talk about the actual formula itself. One of the directions I asked our staff was to see what the impact is to the system, or to the revenue that it generates. And he hasn't seen what the impact would be. So again, you have it presented here before the Board that this is the recommended formula, then that will be the will of the Advisory Board to make that recommendation to the City Commission.

Chairman Szigeti - He will get staff the spreadsheet and formulas. And he would like it added to the January 10th City Commission Meeting.

City Manager Fuentes- Just correspond with Deputy Clerk Torres so she can add it to the City Commission agenda, as well as city staff so they are fully aware what the new formula will do to the operations, finance, and so forth.

Discussion/Action: Meeting Attendance - George Szigeti, Chairman:

Chairman Szigeti- There is a sentence in the Municipal Code about the Public Utility Advisory Board, and it states: *"Any member who fails to attend three consecutive, regular meetings of the Board, without excuse, shall be deemed to have resigned his office."* He knows that Member Avelar has had some health issues lately, and that's why he hasn't been here. There's nothing that really defines what an unexcused absence is, and he just wanted to express what he considers as an unexcused absence. An excused absence would be any illness, family emergency, or if it is something related to your regular job which requires you to be elsewhere. Sometimes we take vacations and we have to take them at a certain time, but he views membership on this board as a serious commitment to the city. Outside of specific circumstances like that, I don't consider anything else as being an excused absence. If you signed on for this board, you made the commitment to be here, and if you have other obligations that you feel are more important than attending these meetings, then maybe you should reconsider being on the board. We generally had good attendance in the past, but lately there have been a few more than I would consider "reasonable excuses" for not being here. We have an obligation to the city, and I feel like we need to make that a strong priority in our personal lives. We commit to be here, we should be here unless there are circumstances that absolutely, prevent us from being here. He wanted to make that point. There are no rules of procedure, or internal documentation for the Public Utility Advisory Board, but since that phrase is in the Municipal Code, then perhaps we should think about defining that,

starting with rules and procedures for the boards and defining what an excused absence is. He just wanted to make sure that in the future, if we have someone that misses 3 meetings in a row, they are given the option to consider that person as being resigned from the board, and we need to know specifically whether those are excused absences or not.

Vice Chairman Dornbusch – Do they carry on year to year or do you get a reset?

George Szigeti, Chairman- No this is 3 consecutive absences.

Member Ashbaugh – He feels that anytime a member is going to be absent, they should submit something in writing to the Clerk's Office. Every time he has been absent, he has notified Ms. Torres. All of his absences were due to business he had to attend.

Vice Chairman Dornbusch – He thinks it's a good idea to clarify everything, but he also thinks that if you start getting into rules and regulations, it could possibly force somebody off the board. However, he agrees to have a broader definition of what it means.

COMMENTS FROM THE BOARD:

Member Ashbaugh – He would just like to say that he really did want to be at this last meeting, but he had two other meetings. The republican meeting is on the same day every month, and he always had the Utility Board as priority over that, except at this last meeting, because some people were coming down that he had to talk to, so that is why he was not here. He would like for the board to know that he would have voted NO for the YESCO Project, because he feels that it is out of hand to spend 9 million dollars for meters that he thinks we can actually put in for about 3.5 million dollars. The Electric Department has the cash to put the meters, and the system in themselves, and the internet can be utilized by the water system for the meter reading, but let the electric pay for it. He feels that it would be better to do it in-house.

Vice-Chairman Dornbusch- 20 years ago they changed the meters out and he didn't think that they had these kinds of problems.

Brief discussion ensued regarding the YESCO Project.

COMMENTS FROM STAFF:

There were no additional comments from staff.

ADJOURNMENT:

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

APPROVAL:

PASSED AND APPROVED this 16th day of January, 2018 on a

Motion, duly made by George Szigeti, seconded
by Ron Racourek, and carried.


George Szigeti, Chairman
Public Utility Advisory Board



CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

Approve the minutes of the Airport Advisory Board for November 14, 2017.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 1/24/2018

**AIRPORT ADVISORY BOARD
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO**

REGULAR MEETING

TUESDAY, NOVEMBER 14, 2017

TIME & PLACE:

The Airport Advisory Board of the City of Truth or Consequences, New Mexico, met in Regular Session in full conformity with the law and ordinances of said Board, at the Truth or Consequences City Commission Chambers, 405 W. 3rd St. Truth or Consequences, New Mexico on Tuesday, the 14th day of November, 2017, at 4:00 pm.

PRESIDING OFFICER:

The meeting was called to order by Chairman Gerald LaFont, and Angela A. Torres acted as Board Secretary.

ATTENDANCE:

Upon calling the roll the following members were reported present:

Present:

Gerald LaFont, Chairman
David Senn, Vice Chairman
Dennis Anderson, Member
Chuck VanGelder, Member

Also Present:

Juan Fuentes, City Manager
Angela A. Torres, Deputy City Clerk
Mark Bleth, Municipal Airport Manager
Cheryl Rodriguez, Delta Airport Consultants
Jane Lucero, NMDOT

QUORUM:

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

APPROVAL OF AGENDA:

Chairman LaFont called for approval of the agenda.

Vice Chairman Senn moved approval of the agenda as submitted.

Member Anderson seconded the motion. Motion carried unanimously.

APPROVAL OF MINUTES:**Approval of Regular Meeting of Tuesday, July 11, 2017:**

Chairman LaFont called for approval of minutes for July 11, 2017.

Vice Chairman Senn moved approval of the minutes as submitted.

Member VanGelder seconded the motion. Motion carried unanimously.

COMMENTS FROM THE PUBLIC:

There were no comments from the public.

NEW BUSINESS:**Discussion/Update: Airport Capital Improvement Plan – Jane Lucero, NMDOT & Cheryl Rodriguez, Delta Airport Consultants:**

Cheryl Rodriguez, Delta Airport Consultants – Each year the FAA requires Airports to present and prepare a Capital Improvements Plan which typically is a 5 year planning process. However, this year the FAA took a different approach on how they wanted the Capital Improvements Planning process to be done. This fall they had a planning teleconference with each Airport sponsor, as well as the New Mexico Department of Transportation Aviation Division, and in that teleconference the FAA essentially outlined where they were at with funding on different projects, and how the funding was going to be allocated to plan projects over the next 5 years. Starting in FY 20/21 or FY 21/22 Airports can start capturing what we call

“discretionary funding” which means that each year the Airport will receive entitlement funds of \$150,000 that they can put toward a project, and if you don’t use your funds it can be rolled over to the next funding year. The funds for the Truth or Consequences Airport have been allocated to the Fuel Farm Project, which is presently under construction. The FY 18 projects for Airports have pretty much already been “softly” allocated, meaning that the FAA has already identified projects that they want to fund. In terms for the City of Truth or Consequences, there’s not going to be a Federal Project because of the Fuel Farm Project in FY 17. It was recommended (from a financial planning perspective) that the City of Truth or Consequences will roll their entitlement funds from FY 18 into FY 19. So from a CIP period, we are looking at FY 19 to FY 23 which is a 5 year planning horizon. One thing that the FAA wanted the City of Truth or Consequences to look at was all of their Infrastructure and planning needs at the Airport. Additional discussion that came up in during the teleconference included:

- **The need for a new electrical vault located in the old FSS building is a safety issue, and is difficult for staff to get in and out of, so it was recommended that the project be a #1 priority. The design would be funded by the State with a 50/50 split between the State and the City, and future AIP dollars in FY 29 would be used for construction. That way, the City of Truth or Consequences could apply \$300,000 for a Vault Project.**
- **The existing runway lights have an older lighting system, and Airport Staff has the ability to replace some of the lenses out on the Air Field, but since it is an antiquated system, they had to look at replacing the runway electrical lighting system entirely, in addition to the signage. They looked at that going into effect in FY 20 as a “design only” project, and the construction will be in FY 21. One of the things that the FAA really emphasized on the teleconference was that they really wanted Airports to look at splitting design constructions. The FAA recommended the Airport to be positioned in FY 21 to receive not only the entitlement funds that are available to the Airport, but also discretionary funds which is the FAA’s ability to fund above and beyond the entitlement funds.**
- **The Terminal Area Plan is the need for a design of a new Terminal Facility. They recognized that a new building would be difficult to build as well as new infrastructure at the Airport due to a utility infrastructure issue. So when they are looking at “state only projects” one of the recommendations was looking at FY 19 as a “state local project” to do a Preliminary Engineering Report for airport utility infrastructure. So the airport (from a planning perspective) can sit there, and say this is what it is going to cost to extend a water or sewer line, or bring in 3 phase power into the Airport. Once they got the infrastructure the planning document ready for that then they can look into how they can design future facilities and bring in infrastructure at the same time.**
- **Airport Layout Plan- Taxiway A does not currently meet FAA design standards. They recognize that it’s a need, but it’s not a high priority need, so there recommendation is**

that it be identified as an "outlier year" in FY 23 which will be reflected on the Capital Improvements Plan.

- The need for the Airport to have a crosswind runway, and how that project develops in its infancy.

Jane Lucero, NMDOT – FAA has changed the way they are doing things now, and are now requiring that we include all of the needs of the airport on the CIP.

Member VanGelder – Is the long term plan, to have this Airport be a "jetport" for the "uber rich" that fly out of here with one runway where crosswinds don't matter, or do the general aviation pilots have a say so in the CIP? Because their #1 concern for the past 10 years has been for them to get a crosswind runway.

Jane Lucero – She doesn't want to speak for the city, but obviously the general aviation pilots are the ones who are there right now, so she would say yes, they absolutely have a say. The reason she suggested to Cheryl and City Manager Fuentes about doing an action plan update, was because the last action plan update (which involves the Airport Board and the community) was done in 2008, and the vision of the airport at that time, is not what reality has set in.

Chairman LaFont asked what is wrong with the Taxiway, because as far as he's concerned it's a great Taxiway.

Jane Lucero, NMDOT –Right now you are a B2 Airport. We had planned to upgrade to a C3 Airport in the last action plan that they did, but when you upgrade to that different category, the separation distances between the runway and the Taxiway increase. So right now you meet standards for a B2 Airport which is 150 ft. and at its closest point, you guys are 250 ft.

Vice Chairman Senn – He would like to stay with a B2 Airport and get a crosswind.

Discussion/Update: Fuel Farm Project - Cheryl Rodriguez, Delta Airport Consultants

- They had a pre-construction meeting for the final phase of the Fuel Farm Project, and they are hoping they can get that final phase started in the month of December. The contractor will be working on all of the submittals, and the final phase will be the installation of the 1000 gallon AV Gas A Tank with the credit card reader system, and the demolition of the existing fuel tanks.
- The pre-final inspection was done and they met with the contractor who did the schedule 2 work, and tank installation. The tanks right now currently have AV Gas and Jet A fuel inside of them. They have been working with Airport Manager Mark Bleth to do the testing of the tanks for fuel delivery trucks and to get the tanks up and running. They have a punch list of items that they are going to bring to the contractors attention

so they can start working on those items and so we can prepare for the final inspection which we would hope would occur by the end of this month. Our goal was to have an operating fuel farm by the end of the calendar year and then we can wrap up that project close out in early 2018. Right now, staff is working with representatives from the tank manufacture to start the training airport staff needs to operate that fuel farm.

Discussion/Action: Approve recommendation to the City Commission to appoint applicant Larry W. Mullenax to serve as a member on the Airport Advisory Board:

Member VanGelder made a motion to recommend to the City Commission that Larry W. Mullenax serve as a member on the Airport Advisory Board.

Vice Chairman Senn seconded the motion. Motion carried unanimously.

Discussion/Update: Airport Manager Update - Mark Bleth, KTCS Airport:

Mark Bleth, Municipal Airport Manager reviewed the following:

- Fuel Sales.
- Consistency in operations: Airport staff works a 10 day schedule so they can have the Airport open 7 days a week.
- The Jet A growth.
- Black Hawks come into the Airport at least once a week on average.
- They currently have another fuel system to maintain while they are working on the new one. This morning Phillips 66 did an inspection on both of the fuel systems. They are both in operation, as well as the trucks.
- They have been doing cosmetic updates to the facility which includes, painting projects, cleaning stuff up, and the weeds are something that they constantly have to work on. They have been trying some environmental ways of controlling the weeds and have had decent success with that.
- They now have a usable vehicle at the Airport they can use in and out of town.
- They have changed out about half a dozen of the old style runway lights.
- They have received a few quotes for a new overlay roof over the FSS building.
- The T hangars are currently 100% leased, and they have 3 on the wait list.
- They are working on developing 4 new hangars.
- City Council authorized camping at the Airport.

Discussion/Action: Off-Airport Drone Park - Mark Bleth, KTCS Airport:

They are looking at turning the old motocross track into a Drone Facility which will be about 5.2 miles away from the runway, and 5 miles from the Airport Property.

No action was taken on this item.

Discussion/Action: Participation of City of Elephant Butte and Sierra County in KTCS – Member Chuck VanGelder:

Member VanGelder – If we are going to take action on an agenda item then it has to be listed as an action item. If it is not, then you cannot take any action on the item. What he has been doing on these (unless it is something that is purely for discussion only) he has been making it a discussion/action item. The other items under status report were listed as discussion/action items on the last agenda that we didn't have a quorum for. Then when he got this agenda, those items were for discussion only. He thought Deputy Clerk Torres had made a mistake, so he asked her why the items had been changed from discussion/action to discussion only, and she told him that the City Manager advised her to change them to discussion only items. The problem he has with that is that he read in the paper that Mayor Green has directed the board to get to the bottom of the mobile home that the city just bought out at the Airport, and for us to tell them what to do with it. He hasn't had any direct discussion with the Mayor, that's just what he read in the newspaper. The discussion action item that was left on here was participation of City of Elephant Butte and Sierra County in KTCS. He does not want to do that at this meeting, where it appears that we accepted action on one item, where we've only had discussion on the other one. So he would like to table all of the status report items and get an opinion from the City Commission as to whether the City Manager can abridge these issues to the board without contacting them.

City Manager Fuentes – The city guidelines clearly state, that the board shall make recommendations to the City Manager, and whether it's listed as a discussion action item, or just a discussion item, the item is being discussed by this board. Some of the other items listed on the agenda like the issue of the FSS roof, have already been discussed by Mark Bleth. He thinks that they might have to have a discussion of where is that line between policy and rule making vs. the day to day operations. Maybe that can be an item for discussion at the next meeting. If we table all of the other items we should also have that as well. Mr. VanGelder I think there might be that discontent between how you perceive things should be and what our job is to execute those things. The mobile home is a great example, that is an internal thing that was acquired through the City Commission, and now that we have finally acquired it, yes it goes back to you all as a discussion of what you want to do with that. The Commission knows that it is going to come back to the Airport Advisory Board, and then the Commission will make the

final recommendation of what you want to do with that mobile home. So if its rule making and regulations, I don't think I've ever seen a book that has those rules and procedures for the Airport, so if that's something that we need to start aiming for, then let's start working towards that.

Chairman LaFont – I think that sometimes we get frustrated because there have been things that happen that we were not consulted with, and it was just done. I think that there is a little bit of frustration among us, and I think that the best thing to do is to take things, and make them less frustrating.

City Manager Fuentes – I agree Mr. Chairman. He thinks sometimes things in the past might have been too informal, and that's where sometimes things fall through, and maybe we need to formalize things a little bit more, and that would probably be best.

Vice Chairman Senn moved to table the following items until the next meeting:

- *Participation of City of Elephant Butte and Sierra County in KTCS*
- *Fuel truck leases*
- *Mobile home adjacent to fuel farm*
- *Ponding at Hangars 11 & 12*
- *FSS roof*
- *Routine maintenance - Weed control, broken runway lights, brooming of tarmac, brush at windsocks, etc.*

Member Anderson seconded the motion. Motion carried unanimously.

COMMENTS FROM THE BOARD:

Member VanGelder –The Mobile home that is at the Airport was purchased and a decision was made on this trailer without the Airport Advisory Boards participation or input, and now the Mayor is telling us to fix it.

City Manager Fuentes – Mr. VanGelder, the Mayor is not saying to fix anything. This item was presented to the City Commission, and it's not the Mayors call. The entire Commission unanimously voted to approve the recommendation to authorize the purchase. There is nothing to fix. As everyone knows, Mrs. Johnson's husband passed away, then she had an accident and she was getting ready to leave, so obviously something had to happen with that property, because it shouldn't have been there in the first place. So now there are some ideas and it's one of those things like "no good deed goes unpunished." We thought we were doing something good by acquiring a piece of property, or mobile home that could be used for the

benefit of the Airport for whatever the board recommends, and addressing the issue that she is no longer going to be there.

Member VanGelder- It was presented to us earlier this year that it was too close to the existing Fuel Farm and it was going to have to be moved. So what I'm saying now is that they say okay we bought it, but turns out that it does have to be moved, and becomes worthless (in his opinion) so is it too close, or not too close to the fuel farm. Is that for us to decide, because he does not want to get involved in it?

City Manager Fuentes – Since this item was tabled, we can further discuss it at the next meeting if you want to go into more detail.

Jane Lucero, NMDOT – The last Master Plan called for that Mobile Home to be moved so that's kind of where that whole thing came from. However, City Manager Fuentes is right, it's now up to you guys to decide what to do with it.

COMMENTS FROM STAFF:

There were no additional comments from staff.

ADJOURNMENT:

There being no further business to come before the board, Chairman Gerald LaFont asked for a motion to adjourn the meeting.

Member Chuck VanGelder made a motion to adjourn the meeting.

Motion Seconded by Vice Chairman David Senn. Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this 9th day of

January, 2018, on a motion made by

Larry Mullenax and Seconded by

David Senn, and carried

Gerald LaFont

Gerald LaFont, Chairman



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

F.3

COMMISSION ACTION FORM

ITEM:

*First Quarter Lodgers Tax Report for Friends of Elephant Butte Lake State Park,
FY 2017/18 (Late Filing)*

*First Quarter Lodgers Tax Report for Veterans Memorial Park and Museum,
FY 2017/18 (Late Filing)*

Second Quarter Lodgers Tax Reports, FY 2017/18

PURPOSE OF ACTION:

Review

BACKGROUND:

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

STAFF RECOMMENDATION:

Not Applicable

SUPPORT INFORMATION:

Second Quarter Reports and Summary Sheet

Name of Drafter: Linda Sparks	Department: City Manager's Office	Meeting: 1/24/18
E-mail: lsparks@torcnm.org	Phone: 575-894-6673 Ext. 320	

LODGERS' TAX RECIPIENTS**FISCAL YEAR: 2017/2018***Updated: 01/17/18*

Reports due by 15th of month following quarter.

NAME OF ORGANIZATION	ALLOTMENT	1ST QTR. REPORT		2ND QTR. REPORT		3RD QTR. REPORT		4TH QTR. REPORT	
		YES	NO	YES	NO	YES	NO	YES	NO
Chamber of Commerce	\$11,000	X	10/17	X	01/08				
Friends of Elephant Butte LK ST PK	\$700	X	11/07	X	01/11, On Hold for Signature				
Geronimo Springs Museum	\$10,000	X	10/10	X	01/09				
MainStreet Truth or Consequences	\$12,000	X	10/10	X	01/11				
NMSRDA/Sierra Twirlers of T or C	\$2,000	X	09/14	X	12/27				
Sierra County Arts Council	\$3,000	X	09/28		X				
T or C Fiesta, Inc.	\$4,000	X	10/13	X	01/11				
Veterans Memorial Pk/Museum	\$3,300	X	12/29		X				
Geronimo Trail Scenic Byway	* \$6,000	X	10/17	X	01/09				
Sierra County Recreation & Tourism	* \$16,000	X	10/11	X	01/09				

* Coop Grant

1ST QTR:	JUL, AUG, SEP
2ND QTR:	OCT, NOV, DEC
3RD QTR:	JAN, FEB, MAR
4TH QTR:	APR, MAY, JUN

Copies to LTAB-No Board

Copies to LTAB-No Board

Copies to CC 10/25/17.

Copies to CC 01/24/18.

A blue ink stamp with the word 'RECEIVED' in large, outlined capital letters. Below it, the date 'NOV 07 2017' is stamped in red. At the bottom, there is a line for a signature, preceded by the word 'By' in blue. The stamp is tilted slightly to the right.

THREE MONTH PERIOD OF REPORT: 07/01/17 TO 09/30/17
(mm/dd/yy) (mm/dd/yy)

No work has been done as of the end of this quarter. It is too early. Also, it is difficult to get vendors to participate again, or at all, because of rules, regulations and requirements from the State of New Mexico which make it extremely challenging, discouraging, and prohibitive for any RV and/or boat vendors to participate. The most successful "draw" to the event was the sand sculpture of the mother elephant and her children making a sand castle. Lots of folks came to have their photo taken with the sculpture and to admire this precious work of art.

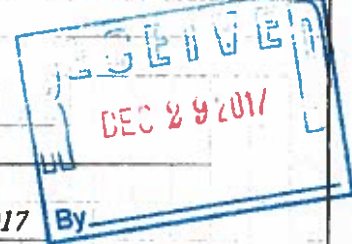
<u>ITEMS(S)</u>	<u>AMOUNT</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
NM GRT	\$ _____ (if applicable)
TOTAL	\$ 0.00

<u>TASK</u>	<u>ANTICIPATED COMPLETION DATE</u>
<i>Poster</i>	<i>Prior to June 10, 2018</i>

11/07/17
DATE

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z AA ACAD AE AF AG AH AI

**LODGERS' TAX
QUARTERLY WORK/SPENDING REPORT**



NAME OF GRANTEE: Veteras Memorial Park and Museum

THREE MONTH PERIOD OF REPORT: 7/1/2017 TO 9/30/2017
(mm/dd/yy) (mm/dd/yy)

By _____

PLEASE PROVIDE A DETAILED STATUS OF ACTIVITY FOR REPORTING PERIOD.

(If no work has been done, explain why work has not begun.)

Billboard Advertising

ITEMS AND AMOUNTS FOR WHICH REIMBURSEMENT FUNDS WERE REQUESTED DURING PERIOD:

ITEMS(S)	AMOUNT
<u>Billboard Advertising</u>	\$ <u>535.60</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
NM GRT	\$ _____ (if applicable)
TOTAL	\$ <u>535.60</u>

STATUS OF TASKS ACTIVE DURING REPORTING PERIOD (list all applicable):

TASK	STATUS
_____	% COMPLETE
_____	% COMPLETE
_____	% COMPLETE

ANTICIPATED COMPLETION DATES OF TASKS NOTED ABOVE:

TASK	ANTICIPATED COMPLETION DATE
_____	_____
_____	_____
_____	_____

WIND BARNES

575-952-0484
CONTACT PHONE NUMBER

9/30/2017
DATE

**LODGERS' TAX
QUARTERLY WORK/SPENDING REPORT**

FY: 2017/18

NAME OF GRANTEE: Chamber of Commerce of Truth or Consequences & Sierra Coun.

THREE MONTH PERIOD OF REPORT: 10/01/17 TO 12/31/17
(mm/dd/yy) (mm/dd/yy)

PLEASE PROVIDE A DETAILED STATUS OF ACTIVITY FOR REPORTING PERIOD.

(If no work has been done, explain why work has not begun.)

website work continuing

Visitors Guide being printed

Sierra County App primary updates completed

01-08-18P01:27 RCVD

Visitors Guide Distribution starting in Denver 010418

ITEMS AND AMOUNTS FOR WHICH REIMBURSEMENT FUNDS WERE REQUESTED
DURING PERIOD:

<u>ITEMS(S)</u>	<u>AMOUNT</u>
<i>Sierra County App Update</i>	\$ <u>500.00</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
NM GRT	\$ _____ (if applicable)
TOTAL	\$ <u>500.00</u>

ANTICIPATED COMPLETION DATES OF TASKS NOTED ABOVE:

<u>TASK</u>	<u>ANTICIPATED COMPLETION DATE</u>
<i>website updating</i>	<i>02/15/18</i>
<i>Visitors Guide Printing</i>	<i>01/04/18</i>
<i>Sierra County App expansion and update</i>	<i>done</i>
<i>Visitors Guide Distribution</i>	<i>03/31/18</i>


SIGNATURE

575 894-2239
CONTACT PHONE NUMBER

01/08/18
DATE

**LODGERS' TAX
QUARTERLY WORK/SPENDING REPORT**



NAME OF GRANTEE *Geronimo Springs Museum*

THREE MONTH PERIOD OF REPORT: *10/01/17* TO *12/31/17*
(mm/dd/yy) (mm/dd/yy)

PLEASE PROVIDE A DETAILED STATUS OF ACTIVITY FOR REPORTING PER

We advertised locally and in El Paso, Las Cruces, and Socorro for several events held in November and December. This covered the continuing exhibit of the El Camino Real, currently featured at the Geronimo Springs Museum. This will be dismantled and taken to the Albert Lyon Event Center in March; the speaker will be doing a special presentation on the El Camino Real. Also included in this group of events was a Craft Fair, featuring local artisans, as well as area Native Americans.

ITEMS AND AMOUNTS FOR WHICH REIMBURSEMENT FUNDS WERE REQUESTED DURING PERIOD:

<u>ITEMS(S)</u>	<u>AMOUNT</u>
<i>Advertising for the Craft Fair, Homes Tour, El Camino</i>	<i>\$ 256.93</i>
<i>Real, and other holiday events. The first four entries</i>	<i>\$ 16.75</i>
<i>are for events and displays. The 5th is for the web site.</i>	<i>\$ 148.95</i>
	<i>\$ 201.01</i>
	<i>\$ 286.75</i>
NM GRT	(if applicable)
TOTAL	\$ 893.64 <i>575-740-0724</i>

ANTICIPATED COMPLETION DATES OF TASKS NOTED ABOVE:

<u>TASK</u>	<u>ANTICIPATED COMPLETION DATE</u>
<i>Other advertising, web page, and celebrations</i>	<i>04/30/18</i>
<i>will be completed in a timely schedule,</i>	
<i>appropriate to items listed.</i>	

SIGNATURE

Marilyn Page

57-894-6600 or 575-740-0724
CONTACT PHONE NUMBER

01/06/18
DATE

**LODGERS' TAX
QUARTERLY WORK/SPENDING REPORT**



NAME OF GRANTEE: MainStreet Truth or Consequences

THREE MONTH PERIOD OF REPORT: 10/01/17 TO 12/31/17
(mm/dd/yy) (mm/dd/yy)

PLEASE PROVIDE A DETAILED STATUS OF ACTIVITY FOR REPORTING PERIOD.

(If no work has been done, explain why work has not begun.)

Old-Fashioned Christmas was in this quarter, but the billing is not yet complete. We are also trying
to get the bills from the State Veterans Home for their Car Show Lodgers Tax reimbursements.

ITEMS AND AMOUNTS FOR WHICH REIMBURSEMENT FUNDS WERE REQUESTED
DURING PERIOD:

<u>ITEMS(S)</u>	<u>AMOUNT</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
NM GRT	\$ _____ (if applicable)
TOTAL	\$ 0.00

ANTICIPATED COMPLETION DATES OF TASKS NOTED ABOVE:

<u>TASK</u>	<u>ANTICIPATED COMPLETION DATE</u>
_____	_____
_____	_____
_____	_____
_____	_____

Andrea Vetere
SIGNATURE

575-740-6180
CONTACT PHONE NUMBER

01/08/18
DATE

NAME OF GRANTEE: *NMSRDA/Sierra Twirlers of T or C* 12-27-17P04:07 RCVD

Joey distributed Flyers to the South West District Dance that was held at White Sands Monument held on 9/30/17. The round trip was 260 miles.

ITEMS AND AMOUNTS FOR WHICH REIMBURSEMENT FUNDS WERE REQUESTED DURING PERIOD:

ITEMS(S)

AMOUNT

Adevertisement Distribution Mileage-round trip to White Sands 260 miles @ \$.43 per mile for Festival flyers.

\$ _____
\$ ~~111.78~~ 111.80 *JS*

\$ _____

\$ _____

\$ _____

NM GRT \$ (if applicable)

TOTAL \$ 111.18 111.80

ANTICIPATED COMPLETION DATES OF TASKS NOTED ABOVE:

TASK

ANTICIPATED COMPLETION DATE

Advertisement Distribution Mileage

09/30/17

Joseph S. Sals
SIGNATURE

505-804-3842

CONTACT PHONE NUMBER

12/27/17
DATE

RECEIVED
JAN 11 2018
By _____

THREE MONTH PERIOD OF REPORT: 10/01/17 TO 12/31/17
(mm/dd/yy) (mm/dd/yy)

(If no work has been done, explain why work has not begun.)

No work was done. Fiesta is held in May.

ITEMS(S)	AMOUNT
	\$
	\$
	\$
	\$
	\$
	\$
NM GRT	\$ (if applicable)
TOTAL	\$ 0.00

[illegible]

	575-894-8948	01/11/18
SIGNATURE	CONTACT PHONE NUMBER	DATE

Rev. 3/2015

LODGERS' TAX QUARTERLY WORK/SPENDING REPORT

NAME OF GRANTEE: *Geronimo Trail Scenic Byway*

THREE MONTH PERIOD OF REPORT: 10/01/17 TO 12/31/17
(mm/dd/yy) (mm/dd/yy)

PLEASE PROVIDE A DETAILED STATUS OF ACTIVITY FOR REPORTING PERIOD.
(If no work has been done, explain why work has not begun.)

We have begun reviewing and editing the Day Trips for any changes, updates or corrections to have it ready for reprint, hopefully in the Jan - Mar quarter.

01-09-18A11:00 RCVD

ITEMS AND AMOUNTS FOR WHICH REIMBURSEMENT FUNDS WERE REQUESTED
DURING PERIOD:

ITEMS(S)

AMOUNT

\$

§

\$

§

§

NM GRT \$ (if applicable)

TOTAL	\$	0.00	✓
--------------	-----------	-------------	----------

ANTICIPATED COMPLETION DATES OF TASKS NOTED ABOVE:

TASK

ANTICIPATED COMPLETION DATE

10. The following table shows the number of people who attended the 2008 Summer Olympics in Beijing, China. The data is presented in a table with 2 rows and 12 columns. The first row lists the countries, and the second row lists the number of people who attended. The data is as follows:

Country	Number of people who attended
United States	10,000
China	15,000
France	12,000
Germany	11,000
Italy	10,000
Spain	9,000
Great Britain	8,000
Canada	7,000
Australia	6,000
South Korea	5,000
Japan	4,000
Other countries	3,000

11. The following table shows the number of people who attended the 2008 Summer Olympics in Beijing, China. The data is presented in a table with 2 rows and 12 columns. The first row lists the countries, and the second row lists the number of people who attended. The data is as follows:

Country	Number of people who attended
United States	10,000
China	15,000
France	12,000
Germany	11,000
Italy	10,000
Spain	9,000
Great Britain	8,000
Canada	7,000
Australia	6,000
South Korea	5,000
Japan	4,000
Other countries	3,000

Lakena Miller
SIGNATURE

894-2255

CONTACT PHONE NUMBER

01/08/18
DATE

RECEIVED
JAN 09 2018
By _____

THREE MONTH PERIOD OF REPORT: 10/01/17 TO 12/31/17
(mm/dd/yy) (mm/dd/yy)

Tourism Website updates, maintenance, projects, coorections, additions, Facebook, Twitter

\$ 2,295.92

05/01/18

Rev. 3/2015

F.4



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

COMMISSION ACTION FORM

ITEM:

*First Quarter Subrecipient Report for Friends of Elephant Butte Lake State Park,
FY 2017/18 (Late Filing)*

Second Quarter Subrecipient Reports, FY 2017/18

PURPOSE OF ACTION:

Review

BACKGROUND:

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

STAFF RECOMMENDATION:

Not Applicable

SUPPORT INFORMATION:

Second Quarter Reports and Recap Sheet

Name of Drafter: Linda Sparks	Department: City Manager's Office	Meeting: 1/24/18
E-mail: lsparks@torcnm.org	Phone: 575-894-6673 Ext. 320	

SUBRECIPIENT QUARTERLY REPORTS
FISCAL YEAR: 2017/2018

Updated: 01/17/18

NAME OF ORGANIZATION	ALLOTMENT	1ST QTR. REPORT		2ND QTR. REPORT		3RD QTR. REPORT		4TH QTR. REPORT	
		YES	NO	YES	NO	YES	NO	YES	NO
(SUBRECIPIENT FUNDS- Contract requires reports by the 15th of the month following the quarter. Exception: 4Q report due 6/07/18)									
Companion Animal Action Team/CAAT	\$1,500.00	X	10/03	X	01/02				
Domestic Abuse Intervention Center/DAIC	\$2,500.00	X	10/05	X	01/05				
Matthew 25 Food Pantry	\$7,200.00	X	10/10	X	01/08				
Sierra Joint Office on Aging (SJOA)	\$40,435.00	X	10/16	X	01/08				
Wildflowers (Formerly TBA-B/Babies)	\$1,500.00	X	10/12		X				

(OTHER FUNDING - Contract requires reports by the 15th of the month following the quarter. Exception: 4Q report due 6/07/18.)

Friends of Elephant Butte Lake State PK	\$1,000.00	X	11/07	X	01/11, On Hold for Signature				
Geronimo Springs Museum	\$3,500.00	X	10/10	X	12/12				
Geronimo Trail Scenic Byway	\$5,000.00	X	10/11	X	01/09				
MainStreet Truth or Consequences	\$35,000.00	X	10/06	X	01/11				
Sierra County Recreation & Tourism		Contract w/ Griffin & Associates							

1st Quarter: JUL, AUG, SEP

2nd Quarter: OCT, NOV, DEC

3rd Quarter: JAN, FEB, MAR

4th Quarter: APR, MAY, JUN

Copies to City Mgr. & Commission 10/25/17.

Copies to City Mgr. & Commission 01/24/18.

SUBRECIPIENT QUARTERLY REPORT

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

FY: 2017/2018

ORGANIZATION: Friends of Elephant Butte State Park

ALLOCATION: \$1,000.00

QTR DRAW: \$250.00

QUARTER: 1ST

(FY Allotment, Not Qtr. Draw)

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

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

The FY 1718 Fireworks Show was held on Saturday, July 2. The attendance was down from the previous year probably due to a report in one of our local newspapers of an algae bloom in one of the northern coves of the lake. This news reached our Texas visitors and others and seemingly affected attendance. (The algae bloom was a week or more before holiday weekend and lasted a day and was gone, according to park rangers.)

The Fireworks Committee has been working on improvements for next year after receiving input from the community and members of the Friends of EBSP.

Report came in with invoice. Invoice was stamped 11-07-17. J. Sparks

SUBMITTED BY: Charles E Warren

TYPED NAME



SIGNATURE

DATED: 11/07/17

Elephant Butte Lake State Park

Fireworks over the lake.
Big, bold and beautiful.

[TRUE]

2017 ELEPHANT BUTTE FIREWORKS EXTRAVAGANZA

New Mexico's Largest
& Most Spectacular
Fireworks Display!

Brought to you by Friends of
Elephant Butte Lake State Park

SATURDAY, JULY 1
9:00 pm

No gate fees from 6pm until after
the show. Rain Date: Sunday, July 2

FUN FOR THE WHOLE FAMILY!

Come early to boat, jet ski,
paddle board, fish, swim, hike,
golf or enjoy other Elephant
Butte adventures!

Rentals are available.

LEARN MORE AT
ElephantButteAdventures.com

Elephant Butte Lake State Park

nmparks.com
888.NMPARKS



Funded in part by City of Elephant Butte Lodgers Tax



RECEIVED
JAN 02 2018
By _____

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

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

Marianne Powers
Signature

Rev. 5/2014

PNH Mobile 2

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

INVOICE

"A Healthy Pet is a Happy Pet"

FOR: T or C CAAT
Marjorie Powell
PO BOX 204
Williamsburg, NM

Printed: 10-16-17 at 3:34p

Date: 10-16-17

Account: 15892

Invoice: 158122

Date	For	Qty	Description	Price	Discount	Net Price
Services by Amy Starr, DVM PS						
10-16-17	2017/10/16	224	Milleage (S/N Clinic) per mile	672.00	322.00	350.00 **
10-16-17		1	S/N Clinic Day			1375.00
10-16-17		28	Presurgery Intake Exam and Day H	308.00	308.00	0.00 **
10-16-17		9	Feline Castration	225.00	225.00	0.00 **
10-16-17		12	Feline Ovariohysterectomy	600.00	600.00	0.00 **
10-16-17		2	Canine Castration	100.00	100.00	0.00 **
10-16-17		5	Canine Ovariohysterectomy	300.00	300.00	0.00 **
10-16-17		14	PNH2 Ketamine-Xylazine Comb Inj			0.00
10-16-17		68	PNH2 Tramadol Tablet 50mg (1000	44.96	44.96	0.00 **
10-16-17		16	MVC Rabies 1yr			144.00
10-16-17		16	MVC Rabies 3yr Vaccine (10ml)			0.00
10-16-17		16	PNH2 Generic Rabies Tag (with va	80.00	80.00	0.00 **
10-16-17		9	Annual Feline FVRCP Booster			81.00
10-16-17		9	MVC Feline FVRCP Vaccine (1ml)			0.00
10-16-17		2	Annual DHPP Booster			18.00
10-16-17		2	MVC K9 DAPP Inventory (1ml)			0.00

Services by

10-16-17	Check payment	-1968.00
----------	---------------	----------

Old balance	Charges	Payments	Discount	New balance
0.00	1968.00	1968.00	1979.96 **	0.00

Your invoice total reflects our **Client Class 1** discount.

Reminders for: 2017/10/16		Last done
10-16-18	Feline 4 Annual Booster	10-16-17
10-16-18	MVC Rabies 3yr	
10-16-18	DHPP	10-16-17
10-16-18	MVC Exam W/Vaccines	10-16-17

RECEIVED
JAN 05 2018
By _____

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

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

Rev. 5/2014

SUBRECIPIENT QUARTERLY REPORT

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

FY: 2017/2018ORGANIZATION: Matthew 25 Food PantryALLOCATION: \$7,200.00QTR DRAW: \$1,800.00QUARTER: 2nd

(FY Allotment, Not Qtr. Draw)

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

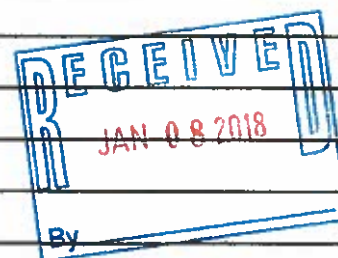
(Please detail the progress made in providing the services each quarter.)

The months of October through December are very busy months for us. The food-oriented holidays of Thanksgiving and Christmas put an extra strain on food-insecure families and individuals, and thus on us. Our Emergency Food Recipients now average over ten per week. On average, over six new people come in per week needing emergency food. In addition, we get referrals from local individuals and churches of families needing food. We are able, so far, to fill those needs as well as those from our enrolled clients. The attached Participant Sheets indicate more clearly the number and statistical breakdown of the enrolled clients we serve.

A local Car Club organization made us the beneficiary of their Show proceeds the very end of September. We received almost 500 pounds of canned foods and just under \$800 from the Gate proceeds. We are always very grateful when local organizations consider us as beneficiaries of their programs. Because of the financial buy-in of the City of Truth or Consequences, our credibility with the local community organizations has increased. We are very grateful for this.

We are also celebrating a \$2000 grant from Sierra County. This grant was applied for at the beginning of the summer and granted to us, through acceptance by the State of NM, in October. This support is the first of its kind from the County and it feels good to know the County government, as well as our local government, support our work. At the request of the County, we are formalizing our relationship with the Fire Department and both Police Departments, ensuring they contact us if through any kind of disaster they find people who need food. Letters formalizing this agreement are being mailed out this week.

Our 30+ volunteers continue to be the backbone of our organization, putting in anywhere from 3 hours to 160+ hours per month. We truly could not function at all without them.

SUBMITTED BY: Dawn Jenson Executive Director /

TYPED NAME

SIGNATURE

DATED: Jan. 8th, 2018

MATTHEW 25 PARTICIPANT NUMBERS

October 2017

<u>Date</u>	<u>Households</u>	<u>Seniors</u>	<u>Adults</u>	<u>Children</u>
Oct. 5th	112	78	101	75
Oct. 12th	99	59	95	63
Oct. 19th	111	67	104	45
Oct. 26 th	TEFAP			
Walk-ins	82	36	86	34
Sr.Hous.	134	93	41	0
TOTALS:	538	333	427	217

Total Number of People Served: 977

November 2017

Nov. 2nd	111	67	120	69
Nov. 9th	112	72	96	59
Nov. 16	TEFAP			
Walk-ins	108	64	103	41
Sr. Hous.	134	98	36	0
Nov. 23rd	CLOSED!!!!!!!!!!!!!!!!!! THANKSGIVING!!!!!!!!!!!!!!!!!!!!!!			
Nov. 30th	93	59	86	44
TOTALS:	558	360	441	213

Total Number of People Served: 1014

December 2017

Dec. 7	129	59	146	72
Dec. 14	117	56	131	69
Dec. 21	118	84	97	59
Dec. 28	TEFAP			
Walk-ins	65	29	62	36
Sr. Hous.	129	93	36	0
TOTALS:	558	321	472	236

Total Number of People Served: 1029



12:27 PM
01/07/18
Accrual Basis

Matthew 25 Food Pantry
Profit & Loss Standard
October through December 2017

	<u>Oct - Dec 17</u>
Ordinary Income/Expense	
Income	
Contributions and Support	7,795.47
Earned Revenues	<u>3,800.00</u>
Total Income	<u>11,595.47</u>
Expense	
Bank Fees	15.00
Food	5,471.28
Rent	1,800.00
Sales Tax	1.14
Utilities	<u>955.31</u>
Total Expense	<u>8,242.73</u>
Net Ordinary Income	<u>3,352.74</u>
Net Income	<u><u>3,352.74</u></u>



12:26 PM
01/07/18
Accrual Basis

Matthew 25 Food Pantry
Profit & Loss Standard
January through December 2017

	<u>Jan - Dec 17</u>
Ordinary Income/Expense	
Income	
Contributions and Support	21,930.27
Earned Revenues	<u>8,300.00</u>
Total Income	<u>30,230.27</u>
Expense	
Bank Fees	30.00
Food	22,137.18
Insurance - nonemployee	798.27
Postage and Delivery	74.00
Rent	3,800.00
Sales Tax	2.28
Utilities	<u>4,527.70</u>
Total Expense	<u>31,369.43</u>
Net Ordinary Income	<u>-1,139.16</u>
Net Income	<u><u>-1,139.16</u></u>



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

FY: 2017/2018

ORGANIZATION: Sierra Joint Office on Aging

ALLOCATION: \$40,435.00

QTR DRAW: \$10,108.75

QUARTER: 2nd

(FY Allotment, Not Qtr. Draw)

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

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

8,483 - Meals served in congregate sites

7,325 - Meals Delivered to home-bound seniors

3,022 - Transportation rides / local & Las Cruces

1,083 - Hours of In-Home Services provided to seniors

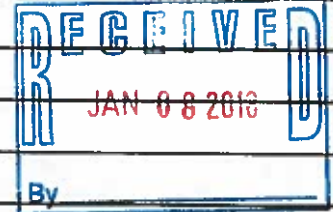
119 - Hours of Respite provided for family caregivers

1,396 - Service Management Hours

130 - Home Management Hours

187 - Hours of Chore / Personal Care Hours

720 - Senior Employment Training Hours



Notable Events:

State takeover of the NMAAA senior service program coordination - no disruption of services.

Two Flu Shot Clinics

Completed the upgrade to the Courtyard, expanding seating area (City of TorC, Rotary and the Moose Clubs).

Assistance with Medicare Open Enrollment.

Elder Fraud Prevention Workshop

Assorted health, nutrition and wellness classes

Delivery of a new transportation vehicle with wheelchair access

SUBMITTED BY: Joe McClintock / Executive Director

TYPED NAME

SIGNATURE

DATED: 01/06/18

Rev. 5/2014

SUBRECIPIENT QUARTERLY REPORT
FY: 2017/2018



ORGANIZATION: Geronimo Springs Museum

ALLOCATION: \$3500.00 \$875.00 **QUARTER:** 2nd
(FY Allotment) (Quarterly Draw) (1st/2nd/3rd/4th)

SUBMITTED BY: Marilyn Pope, Administrator _____
Print Name Signature

10.28/17 #4292 Gas Co of NM \$43.03
11/28/17 #4814 Gas Co of NM \$42.54
10/28/17 #4793 City of T or C \$375.16
11/28/17 #4815 City of T or C \$294.68
10/12/17 #4715 Turtleback Pest Control \$52.63
11/28/17 #4803 Turtleback Pest Control \$52.63
11/28/17 #4817 Alarm Services de Las Cruces \$211.21
Total \$1,071.88

We are always proud to serve the community with the general history of the area. We currently have a wonderful thirty-six panel display of the El Camino Real. We had a Grand Opening during the afternoon and evening of Second Saturday Art Hop. We had guests from around New Mexico, as well as several other states. The display is continuing through February, at which time it will be featured with our Annual Meeting. We hope you all can share in this wonderful compilation of our area history. These particular pieces were shown in Spain at the onset.

We are hosting a Craft Show December 9 at the Civic Center. This will include over forty booths showcasing our local and area talent, many of whom are consignees at the museum.

We will be participating in many other community celebration in conjunction with the holiday season. We invite you to attend any and all, or just come by for a visit any ~~any~~ time.

Thank you for your interest and support of our wonderful facility.

Marilyn Pope, Administrator Marilyn Pope Dec 3, 2017

SUBRECIPIENT QUARTERLY REPORT(Report is due by the 15th of the month
following the quarter.)FY: 2017/2018ORGANIZATION: Geronimo Trail Scenic ByayALLOCATION: \$5,000.00QTR DRAW: \$1,250.00QUARTER: 2nd

(FY Allotment, Not Qtr. Draw)

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

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

We mailed 8 packets of information to potential visitors and relocatees. We shipped 2 boxes of assorted brochures to various other visitors center. We answered 95 telephone requests for information and responded to 386 emails. The decline in email inquiries is due to the cuts in funding by the City or T or C and the NMTD for advertising placement in the El Paso Visitors Guide. We opened the Spaceport Visitors Center with the consent of Spaceport so people could see it.

Total expenses for the period:

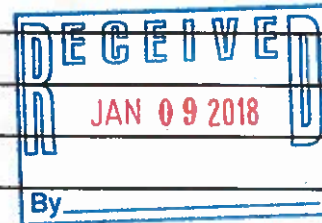
Telephone \$333.57

Insurance \$165.75

Postage \$ 94.68

Supplies \$434.11

NM tourism web ad \$300.00

**Total expenses for the quarter: \$1237.11***Overage on expenses is covered by Bullocks receipts and the director.*

We are open 7 days a week with all volunteer staff. We greeted an average of 24 people per day, providing them with information on the local area including places to eat, shop, stay and sightsee. One of our volunteers delivers brochures monthly to local restaurants, RV parks, hotels, spas, motels, laundromats, and convenience stores, receiving donations from the Sierra County Tourism Board. We stay open on Art Hop night to assist those downtown.

Our volunteer time and services provide the City of Truth or Consequences with marketing efforts in excess of \$42,000 per year. These services are provided to visitors who come to our community and spend money, increasing both lodgers tax and gross receipts tax. Local residents come in for information to give company coming to visit so they will be able to take advantage of all our many assets. We send boxes of information to other visitors center to give to people who are thinking of coming here. We provide information for conferences and conventions encouraging attendees to stay longer or to bring their families back for a vacation.

We work with the Elephant Butte Chamber of Commerce when they have a large number of packets to make up for a conference or convention at Elephant Butte.

SUBMITTED BY: LaRena Miller

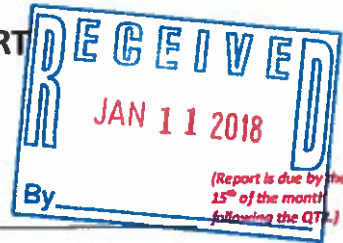
TYPED NAME

SIGNATURE

DATED: 01/08/18

Rev. 5/2014

SUBRECIPIENT QUARTERLY REPORT
FY: 2017/2018



ORGANIZATION: MainStreet Truth or Consequences

ALLOCATION: \$35000 \$8750
(FY Allotment) (Quarterly Draw)

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

SUBMITTED BY: Linda DeMarino
Print Name

Linda DeMarino
Signature

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

In October, MainStreet completed the AARP Community Challenge Grant, which replaced some of the broken sidewalks in the downtown. There were some Walk Downtown events held, led by Steve Green, where citizens went on a guided walk through downtown. They not only saw the new sidewalks either in process or completed, they also connected with the mayor.

Our collaboration with the Dog Park group culminated in the Ribbon-Cutting and subsequent opening of the Dog Park. The park has been monitored by volunteers since then to acclimate users to the rules and etiquette. It has been reported that both citizens and tourists have been using the park. While it is steady, they expect to see more usage as the weather gets better.

There were two façade improvement projects spearheaded by MainStreet in this quarter. The Grapevine Bistro got a facelift as we collaborated with Artist Peter Bowles, property owner Sid Bryan, and the Sierra County Arts Council. The other project was painting the front of Angel Remnants. More than 10 volunteers contributed to this improvement.

The Executive Director gave two tours of the downtown. The first was to Kathryn Flynn of the National New Deal Preservation Association to update her on town and explain how we keep a historic preservation ethic. The Second was to Tiffany Goolsby of the South Central Council of Governments for her to get good pictures to be utilized for a tourism website.

The Executive Director also had some consultations with current and existing business owners about different business related topics.

For the first time in Truth or Consequences, Manufacturing Day was celebrated. MainStreet held an expo at the T or C Brewing Company featuring three local manufacturers. Since then, there has been interest expressed by others to participate next year.

As has become the tradition, we hosted the Trick or Treat Downtown. Streets were closed and festivities at the Healing Waters Plaza complimented the event. There was good feedback from all involved.

The following weekend saw the Scoop the Loop event. This event is a collaboration with the NM State Veterans Home's car show that is designed to bring the participants in the night before to put heads in beds. This event has grown every year.

As Economic Vitality is one of the Four Points of MainStreet, we again partnered with The Chamber of Commerce to promote Small Business Saturday on the Saturday after Black Friday. Most of the downtown businesses participated, with many giving great reports of their sales for that day. The Chamber and MainStreet held a prize drawing for those who spent of \$20 at various locations.

December saw the 10th Annual Old-Fashioned Christmas event, with the third year for the Parade of Lights. There was a great turnout for the event despite the frigid temperatures. We attribute that to the Parade of Lights, which this year featured the very special firetruck from the Spaceport, which escorted Santa around town and to his chair for visits. There were also more vehicles in the Parade from other Fire Departments.

We worked all the way up to the New Year with a New Year's Eve party called Joyfest. It was held at the brewery and was promoted prior to the event by various means, one of which was creating an email that could be sent out by the hotels. MainStreet also collaborated with the Safe Ride group to assist with the Shuttle for that Evening.



F.5

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

ITEM:

Notice naming candidates; designating polling places; appointing Precinct Boards; and Notice of Election School.

BACKGROUND:

This is one of the steps for the March 6, 2018 Regular Election, the Governing Body is to approve the Notice of Names of Candidates for Office; Designation of Polling Places; Precinct Board Members; and Notice of Election School for Precinct Boards in English & Spanish per §36-8-19C and 3-8-221.

STAFF RECOMMENDATION:

Approve the Notices in English and in Spanish.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 1/24/2018



CITY OF TRUTH OR CONSEQUENCES

CITY CLERK'S OFFICE

505 SIMS STREET, TRUTH OR CONSEQUENCES, NEW MEXICO 87901

PHONE: (575) 894-6673 EXT#1301 FAX: (575) 894-7767

NOTICE OF NAMES OF CANDIDATES FOR OFFICE, DESIGNATION OF POLLING PLACES; PRECINCT BOARD MEMBERS; AND, NOTICE OF ELECTION SCHOOL FOR THE PRECINCT BOARDS

**CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
REGULAR MUNICIPAL ELECTION
MARCH 6, 2018**

In connection with the Regular Municipal Election to be held on **March 6, 2018** and pursuant to Section 3-8-30 NMSA 1978:

A. Notice is hereby given that the following qualified electors are candidates for public office of the City of Truth or Consequences, New Mexico:

**1. FOR THE OFFICE OF CITY COMMISSIONER –
POSITION I – FOR A FOUR-YEAR TERM:**

Ron Fenn
Sandra K. Whitehead
Destiny Dawn Mitchell

**2. FOR THE OFFICE OF CITY COMMISSIONER –
POSITION III – FOR A FOUR-YEAR TERM:**

Paul A. Baca
Joshua Adam Frankel
John Coveny
Gary William Woodcock

Notice is hereby given that the following polling places shall be used for the conduct of the Regular Municipal Election to be held on March 6, 2018.

3. Voters in consolidated Precincts 2B, 5, 6, 7, 8 & 9 within the Municipal Boundaries shall vote at the City Commission Chambers, 405 W. Third St., Truth or Consequences, New Mexico;
4. Voters in the Absent/Early Voter Precinct will vote at the office of the Municipal Clerk, 505 Sims Street, Truth or Consequences, New Mexico;

B. The following Precinct Board Members have been appointed and will also serve as the Absentee/Early Voter Precinct on Election Day:

FOR CLERKS, TRANSLATOR & JUDGES IN CONSOLIDATED PRECINCTS 2B, 5, 6, 7, 8 & 9 - AT THE CITY COMMISSION CHAMBERS:

Mary Jo Montgomery – Presiding Judge
Jenny Chavez – Judge/Clerk/Translator
Janice Sanchez – Judge/Clerk/Translator
Kathleen Gurnsey – Judge/Clerk

Carole Wheeler – Alternate

ABSENTEE/EARLY VOTING will be conducted at City Hall, City Clerk's Office at 505 Sims Street. Absentee Voting by mail begins on January 30, 2018 and Early Voting by Machine begins on February 14, 2018. Both Absentee and Early Voting ends on Friday, March 2, 2018 at 5:00 p.m.

- C. Notice is hereby given that a Precinct Board Election School for the precinct workers for Precincts 2B, 5, 6, 7, 8 & 9 and Absentee Voting will be held on the 27th day of February, 2018 at the City Commission Chambers, 405 West 3rd St., Truth or Consequences, New Mexico. The school will begin at 2:00 p.m. The school is open to the public.

**APPOINTMENTS OF PRECINCT BOARD MEMBERS ARE SUBJECTED TO
CHANGE WITH OUT NOTICE.**

Dated this _____ day of _____, 2018.

Signed: _____
Renee L. Cantin, CMC, Municipal Clerk

Posted: _____

F.6



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

ITEM: Consider/ Approval Memorandum of Understanding (MOU) between City of Truth or Consequences and the City of Elephant Butte for Animal Control Services.

BACKGROUND: The Truth or Consequences Police Department is currently providing Animal Control services to the City of Elephant Butte. The MOU enters into an agreement which the City of Truth or Consequences agrees to fully assume the management, operations, patrols, animal control powers under the guidelines of the Chief of Police and the commission body of Elephant Butte in accordance with Federal regulations, State and local laws.

STAFF RECOMMENDATION: It is my recommendations that we continue to provide animal control services as described in the memorandum of understanding. The MOU is same terms and conditions as the previous agreement.

SUPPORT INFORMATION: Proposed 2018-2019 MOU

Name of Drafter: Michael S. Apodaca	Department: Police	Meeting date: 01/24/2018
Email: mapodaca@torcnm.org	Phone: 894-1204 Ext. 430	

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TRUTH OR CONSEQUENCES AND
THE CITY OF ELEPHANT BUTTE
FOR ANIMAL CONTROL SERVICES**

THIS Memorandum of Understanding, or "MOU", entered into by and between the City of Truth or Consequences, hereinafter referred to as "T or C", and the City of Elephant Butte, hereinafter referred to as "EB" governs the provision of animal control services to EB by T or C Animal Control Officers, and payment for such services by EB.

ARTICLE 1. SCOPE OF WORK: This MOU is to implement the City of Elephant Butte Ordinance No. 134 providing for the control of animals within the incorporated boundaries through the joint exercise of the City of T or C Animal Control Officers and its impounding facilities.

Service Hours: Accomplishment of the foregoing purpose shall be as follows:

1. T or C shall provide, through the Animal Control Officer, control of Dangerous Animals and enforcement of the EB Ordinance No. 134.
2. On-call Animal Control services shall be initiated by the appropriate Elephant Butte designee contacting SCRDA, who in turn, may contact the City's Animal Control Officer. Direct constituent contact with SCRDA should also be directed to the appropriate Elephant Butte designee contacting SCRDA, who in turn, may contact the City's Animal Control Officer. If, in either case or after hours, the Elephant Butte designee cannot be reached, the Sheriff's Office will be called to evaluate the situation and will be the assigned Elephant Butte designee, and may in turn contact SCRDA, who in turn, will contact the City's Animal Control Officer.

ARTICLE 2. PERIOD OF PERFORMANCE: This MOU becomes effective upon signature by all parties hereto and shall remain in effect for one (1) year. This contract may be renewed annually for up to two (2) additional years upon the mutual written consent of the parties.

ARTICLE 3. PLACE OF PERFORMANCE: The services shall be performed within the boundaries of the City of Elephant Butte.

ARTICLE 4. ORDINANCE: EB shall maintain in full force and affect an animal control ordinance, which empowers T or C Animal Control Officers to provide services contemplated by this Agreement, and to enforce T or C terms on behalf of EB.

ARTICLE 5: COMPENSATION: The amount of payment shall be \$50.00 per response and/or patrol, plus an additional \$25.00 per hour after the first hour.

EB shall compensate T or C for any necessary court appearances at the rate of \$25.00 per court appearance.

ARTICLE 6. RIGHT OF CANCELLATION: At any time either party shall have the right to terminate this agreement with or without cause by giving the other party thirty (30) days written notice. Termination of this agreement pursuant to the provisions of this paragraph shall not release or discharge either of the parties from any rights or obligations accrued hereunder prior to such termination.

ARTICLE 7. ASSIGNMENT: The parties shall not assign or transfer this agreement or any interest in this agreement.

ARTICLE 8. NEW MEXICO TORT CLAIMS ACT: The parties recognize that each party is liable only to the extent provided by New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978 for the negligence or commissions of that party's employees acting within the scope of their employment while acting in the furtherance of this agreement. By entering into this agreement each party and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity defense, or any other limitation of liability pursuant to law. No provisions of this agreement are intended to modify or waive any provision of the New Mexico Tort Claims Act.

ARTICLE 9. WAIVER: No failure on the part of either party to exercise, nor delay of that party in exercising any right, power or privilege hereunder shall preclude other or future exercise thereof, or the exercise by that party of any other right, power or privilege. The rights and remedies of the parties herein provided are cumulative and not exclusive of any rights and remedies otherwise provided by law.

ARTICLE 10. INDEPENDENT CONTRACTOR: Nothing in the MOU is intended to or shall be deemed to constitute a partnership or joint venture between the parties. EB is and shall remain an independent entity under this MOU. Neither party, nor their respective employees, are or shall be deemed to be employees of the other, nor may they bind the other in any respect. Neither party's employees shall accrue leave, retirement, Insurance, bonding, nor any other benefit afforded to the employees of the other.

ARTICLE 11. GOVERNING LAWS: The parties shall comply with all applicable Federal, State, and local laws and ordinances.

ARTICLE 12. THIRD PARTY BENEFICIARY: It is agreed between the parties executing this Agreement that it is not intended by any of the parties to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, personal injury, property damage or any other claim or cause of action whatsoever.

ARTICLE 13. SEVERABILITY: Any covenant, term, agreement, or condition contained herein that may be held to be invalid by any court of competent jurisdiction shall be considered deleted from the MOU, but such deletion shall in no way affect any other covenant, term, agreement, and or condition herein contained, so long as such deletion does not materially prejudice T or C or EB in their respective rights under the MOU.

ARTICLE 14. PARAGRAPH HEADINGS: Paragraph headings are for convenient reference and are not intended to limit the scope of any provision of the MOU.

ARTICLE 15. RECORDS AND AUDITS: T or C will maintain detailed records that indicate the date, time, and nature of services rendered. EB upon written request may inspect these records.

ARTICLE 16. PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent, or law enforcement officer of T or C or EB shall be held personally liable under this MOU or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or Governmental duty and responsibility.

ARTICLE 17. RELEASE: EB agrees that upon termination of animal control services, it releases T or C, its officers, and employees from all claims, liabilities, and obligations whether based on contract, tort, or any other type of claim arising from or under the MOU. EB further agrees not to bind T or C to any obligation not assumed herein, unless the obligation is contained in a written amendment.

ARTICLE 18. ADDRESS FOR NOTICES: Notices or other correspondence required under this Agreement shall be made at the following addresses, except as changed by written notice to the other party.

City of Truth or Consequences
Attn: Juan Fuentes, City Manager
505 Sims Street

Truth or Consequences, New Mexico 87901

City of Elephant Butte
Attn: Yovanne Lucero
103 Water Ave.

Elephant Butte, New Mexico 87935

ARTICLE 19. AMENDMENTS: This MOU shall not be altered, modified, or amended except by written instrument signed by both parties.

ARTICLE 20. ENTIRE AGREEMENT: All of the agreements, covenants, and understandings between the parties concerning the subject matter of the MOU, have been merged into this written MOU. No prior agreement, covenant, or understanding, oral or written, of the parties or their agents shall be valid or enforceable unless specifically embodied or incorporated by reference herein.

ARTICLE 21. DUPLICATE ORIGINALS: This document shall be executed in no less than two counterparts, each of which shall be deemed an original.

CITY OF ELEPHANT BUTTE

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

ATTEST:

Eunice Kent, Mayor
City of Elephant Butte

Karen Reith, City Clerk, City of Elephant Butte

CITY OF TRUTH OR CONSEQUENCES

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

ATTEST:

Steve Green, Mayor
City of Truth or Consequences

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

Memo of Understanding Elephant Butte



F.7

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM: Consider/ Approval Joint Powers Agreement (JPA) between City of Truth or Consequences and the County of Sierra for Animal Control Services.

BACKGROUND: The Truth or Consequences Police Department is currently providing Animal Control services to the County of Sierra. This JPA enters into an agreement which the City agrees to fully assume the management, operations and animal control powers under the guidance of the Chief of Police and the Sierra County board of commissioners in accordance with federal regulations and state laws.

STAFF RECOMMENDATION: It is my recommendation that the JPA between the City of Truth or Consequences and the County of Sierra be approved. The county does not have their own animal control and deputies of the Sierra County Sheriff's Officer do not have the training or equipment to fulfill these services.

SUPPORT INFORMATION: Proposed 2018-2019 JPA

Name of Drafter: Michael S. Apodaca	Department: Police	Meeting date: 1/24/18
Email: mapodaca@torcnm.org	Phone: 894-1204 Ext. 430	

JOINT POWERS AGREEMENT
TO PROVIDE ANIMAL CONTROL WITHIN THE BOUNDARIES OF
THE COUNTY OF SIERRA

BETWEEN

THE COUNTY OF SIERRA
AND
THE CITY OF TRUTH OR CONSEQUENCES

THIS AGREEMENT is entered into by and between the County of Sierra ("County") and the City of Truth or Consequences ("City") referred to collectively as the ("parties").

I. RECITALS

WHEREAS, the County and the City are bodies corporate and politic existing by and under the Constitution and Laws of the State of New Mexico; and,

WHEREAS, stray dogs, cats and other animals running at large in Sierra County pose a danger to the health safety and welfare of the citizens of the County; and,

WHEREAS, THE City employs and equips animal control officers and,

WHEREAS, the County currently does not have an animal control program; and,

WHEREAS, the County and City have agreed to share resources in order to protect the citizens of the County and to humanely treat the stray animals in the County through the joint exercise of the City's Animal Control Officers,

NOW THEREFORE, the parties hereby agree as follows:

II. COMMON POWER

Is the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order" and, "provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of ... its inhabitants". See NMSA 1978 § 3-18-1 (1972) and NMSA 1978 § 4-37-1 (1995)

III. SCOPE OF DUTIES
THE CITY SHALL

1. Provide, through Animal Control Officers, control of dogs and other animals and enforce of the County's Animal Control regulations.
2. Respond to service calls for animal control within the county from only the County Manager, County Clerk's Office or a County Law Enforcement Officer.
3. Upon receipt of a call for service the ACO will respond in a timely manner. Said response shall be for no longer than one (1) hour time. If pursuit/search of the animal will go beyond the first authorized hour, the ACO must seek approval for one or more additional hour(s) is/are not authorized in the manner prescribed by this agreement, the pursuit/search will be discontinued.
4. Upon capture of an animal, the ACO will transport said animal to the "animal shelter" unless the owner can be located before the animal is transported.
5. Submit to the County a monthly statement showing amount due and dates which the City ACO responded to calls from the County.

III. SCOPE OF DUTIES (Cont'd)

THE COUNTY SHALL

1. Pay to the City the sum of Thirty Dollars (\$30.00), for each response by the time by the City Animal Control Officers as requested by the County.
2. Be responsible for any charges arising from the "animal shelter" related to care, feeding, and disposal.
3. Be responsible for any enforcement action against the responsible County resident.
4. Pay the hourly rate for any Court time resulting from enforcement action.
5. Make payment to the City within Thirty (30) days after receipt of each monthly statement.

IV. TERM

This JPS becomes effective upon signature by all parties hereto and approval by DFA pursuant to NMSA 1978, Section 11-1-3 (1961) and shall remain in effect for three (3) years until it is terminated pursuant to the terms of this JPA.

V. PROPERTY

No property shall be acquired as a result of this JPA and the disposition of records generated by performance of this agreement shall be decided by the parties upon termination.

VI. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS

Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

VII. AMENDMENT

This JPA shall not be altered, modified, or amended except by an instrument in writing executed by both parties hereto and approved by the New Mexico Department of Finance and Administration ("DFA")

VIII. ASSIGNMENT

This JPA may not be assigned by either party hereto without the advance written consent of the other party, which consent may be withheld at the other party's sole and absolute discretion.

IX. GOVERNING LAW

This JPA and the rights of the parties hereto shall be governed by construed in accordance with the Laws of the State of New Mexico

X. SEVERABILITY

If any provisions of this JPA, or the application of such provisions to any person or circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this JPA, or the application of its provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby and the remainder of this JPA can be performed in substantial accordance with the original intent of the parties hereto.

XI. INTEGRATION OF JPA

This JPA incorporates all of the agreements and understandings between the parties hereto concerning the subject matter hereof, and all such agreements and understandings have been merged into this written JPA. No prior agreements or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless embodied in this JPA.

XII. NEW MEXICO TORT CLAIMS ACT

By entering into this JPA, each party agrees that it shall be responsible for liability arising from personal injury or damage to property occasioned by its own agents or employees in the performance of this JPA, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (NMSA 1978, Section 41-4-1, et seq.) and any amendments thereto. This section is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The parties and their "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, and do not waive any defense or limitations of liability pursuant to law. No provisions in this JPA modifies and/or waives any provision of the New Mexico Tort Claims Act.

XIII. PRIVILEGES, EXEMPTIONS, and IMMUNITIES

Pursuant to the provisions of the Joint Powers Act, NMSA 1978, Sections 11-1-1 et seq., all privileges and immunities from liability, exemptions from laws, ordinances, and rules, which apply to the activity of officers, agents, or employees of any signatory public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties under the provisions of the JPA.

XIV. TERMINATION OF JPA

This JPA may be terminated by either party upon ninety (90) days written notice delivered to the other.

XV. CONTACT and NOTICES

The parties may, from time to time, change their contact person and shall provide prompt notice of such change to the other party. Any notice required under this JPA shall be deemed given and delivered to, and received by, the receiving party three (3) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below:

Sierra County contact person name and mailing address:

Bruce Swingle
Sierra County Manager
855 Van Patten
T or C, NM 87901
Telephone: (575) 894-6215
Fax: (575) 894-9548

Truth or Consequences contact person name and mailing address:

Juan Fuentes
City Manager
505 Sims Street
T or C, NM 87901
Telephone: (575) 894-6673
Fax: (575) 894-7767

XVI. SUBCONTRACTING

Each party is responsible for fulfillment of this JPA and shall not subcontract any of its responsibilities.

XVII. SURPLUS FUNDS

This agreement does not contemplate the advancement of funds from the County to the City, therefore the document does not contain a clause specifying that excess funds will be returned to the County.

IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective as of the date of approval by the Department of Finance and Administration.

APPROVED, ADOPTED, and PASSED on this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SIERRA:

Kenneth Lyon, CHAIR

Frances Luna, VICE-CHAIR

ATTEST BY:

Sherry Fletcher, MEMBER

Shelly Trujillo, COUNTY CLERK

APPROVED, ADOPTED, and PASSED on this _____ day of _____, 2018

CITY OF TRUTH OR CONSEQUENCES

ATTEST BY:

Juan Fuentes, CITY MANAGER

Renee Cantin, CITY CLERK

APPROVED

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Cabinet Secretary

Date: _____



F. 8

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM: Consider/Approval-Joint Powers Agreement between the City of Truth or Consequences and the Village of Williamsburg for Police and Animal Control Services.

BACKGROUND: The Truth or Consequences Police Department is currently providing Police & Animal Control services from February 1, 2015 through January 31, 2018. This JPA enters into an agreement which the City agrees to fully assume the management, operations, patrols, police powers under the guidance of the Chief of Police and the trustees of the Village in accordance with the Federal regulations, State and local laws.

Primary Duties:

- *Handle calls for service in the Village of Williamsburg.
- *Provide monthly statistics to the Village of Williamsburg Trustees.
- *Routine patrols of the Village of Williamsburg on each patrol shift.
- *Provide Animal Control Services. (Other duties described in the JPA)

Term:

The term is for a period of three (3) Years. Each fiscal year the parties review the agreement. No specific action is required to continue the agreement, however the individual parties may indicate by a majority vote of its governing body an intent to not extend this agreement.

Compensation:

Yearly base fee is \$40,000.00 of which \$20,000.00 shall come from the Village General fund and approximately \$20,000.00 shall come from the State Law Enforcement Protection Fund (LEPF) which is managed by the Village of Williamsburg.

STAFF RECOMMENDATION: It is my recommendation that the JPA with the Village of Williamsburg be renewed. Our proximity to the Village of Williamsburg allows for rapid response times to calls for service. The funds provided for these services has also been a great benefit for the Police Department in purchasing equipment and other needs of our department including funds for advanced training opportunities for our officers.

SUPPORT INFORMATION: Proposed 2018-2021 JPA

Name of Drafter: Michael S. Apodaca	Department: Police	Meeting date: 1/24/18
Email: mapodaca@torcnm.org	Phone: 894-1204 Ext. 430	

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

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

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

RECITALS

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

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

WHEREAS, the Village desires to engage the services of the City for the provision of Police Protection Services to the Village, and the City desires to provide such services to the Village, on the terms and conditions hereafter stated.

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

1.0 AUTHORITY TO ENTER INTO A JPA

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

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

2.0 INTENT OF THE PARTIES.

The intent of the parties to this JPA is to enter into an agreement under which the City agrees to fully assume the management, operations, patrols, police powers under the direction and guidance of the City Chief of Police and the Trustees of the Village in accordance with applicable provisions of the New Mexico State Laws and Regulations, and other applicable state and federal laws. In general, the City agrees to perform the required professional services and to be fully compensated therefore by a yearly base fee established herein, unless this JPA specifically provides for a payment by the Village above and beyond the base fee. Although many specific

obligations are delineated in this JPA, this delineation is not intended to be a limitation, and the City is expected to perform all Police Protection Services activities and undertakings reasonably necessary safety and welfare of the Citizens of the Village.

3.0 TERM.

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

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

4.0 COMPENSATION.

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

Yearly Base Fee:

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

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

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

All invoices which are timely presented shall, unless in dispute, be paid not later than thirty (30)

days after the end of the quarter in which the invoice is presented; provided, however, that in the event of a bona-fide dispute over an invoice.

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

5.0 BASIC DUTIES AND RESPONSIBILITIES OF THE CITY.

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

1. City shall, at its sole expense, provide all personnel, vehicles, tools, equipment and machinery, transportation, testing and other facilities reasonably necessary for the proper performance of such Basic Police Protection Services and Animal Control Services.
2. A monthly report will be generated on reportable incidents, to provide the Village with an account of the incident for its records.
3. When required by State Statute an arrest will be made on all incidents.
4. Make routine patrols of the Village during each shift.
5. If we are not able to provide the needed Police Protection Services we will advise Central Dispatch to notify the Sierra County Sheriff's Department or the New Mexico State Police.
6. Provide information and testimony related to any claims made by the public against the Village.
7. In addition to Police Protection Services the City will provide Animal Control Services in the same manner as the City has provided them in the past without additional compensation. The ACO will issue citations for animal ordinance violators.
8. Provide qualified administrative personnel to conduct the daily business of providing Police Protection Services to the citizens of the Village including a Chief of Police, a Captain, a Lieutenant, and a Field Sergeant.

9. Respond to resident inquiries, complaints and concerns in a professional, courteous and timely manner. Use best efforts to promote good relations with the Village's customers and residents.
10. Monitor and track all customer complaints and inquiries received, and report the same to the Village in the monthly report.
11. Respond to any routine inquiries or routine reporting requirements of any governmental authority, The Village's trustees or attorneys in a prompt, professional manner, if the law provides authority of such.
12. The City Police Chief will attend regular Trustee meetings and any special meetings upon request. Provide monthly operational and financial reports to the Board of Trustees, in a format normally used by the City.
13. Submit materials which are to be included in Trustee's meeting packets and which require legal review to the office of the Village's General Counsel no later than five (5) business days preceding the regular Trustee meeting unless other arrangements are approved by the Village Clerk.
14. Coordinate with other Village advisors, including attorneys, engineers, accountants and financial consultants as needed.
15. Periodically review the Rules, Regulations, and Ordinances and make recommendations for changes as necessary.
16. Maintain all records and files in accordance with state and federal law, and assure that these records and files are accessible to anyone during normal business hours in accordance with the New Mexico Public Information Act.
17. The City' police personnel will maintain normal hours of operation which shall be 24 hours a day, seven days a week, including state and national holidays. Personnel will not necessarily be located at the Village, at all times, but will be available during these working hours for police related business and routine police patrols. Non-emergency contacts will be restricted to the hours of 8:00 a.m. to 5:00 p.m. Monday thru Friday at the Police Department Offices located at 507 McAdoo. All other calls for service will be through Central Dispatch: Emergencies: 911, calls for service: 894-7111.

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

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

6.0 OBLIGATIONS OF THE VILLAGE

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

7.0 INSURANCE.

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

8.0 POLICE CHIEF & QUALIFIED PERSONNEL

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

9.0 VEHICLES.

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

10.0 SAFETY EQUIPMENT.

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

11.0 TERMINATION.

11.1 Termination.

Either party hereto shall have the right to terminate this JPA upon thirty (30) days notice to the

other party. Notwithstanding, any other provision of this JPA, the right of termination set forth in this Section may be exercised at the sole discretion of either party with or without cause.

12.0 CHANGE IN SCOPE ADJUSTMENT.

If any significant changes in the scope of the operation of the Police Protection Services which are the subject of this agreement occur, including changes in the governmental regulatory compliance regulations which increase the City's costs, the City shall be entitled to negotiate additional compensation. Such additional compensation will be negotiated by the parties within thirty (30) days after the change. If no negotiated agreement is achieved within thirty (30) days of the change, the City may exercise its right to terminate the agreement.

13.0 EQUIPMENT FURNISHED BY THE CITY.

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

14.0 INDEMNITY.

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

15.0 FORCE MAJEURE.

The City shall not be deemed to be in default if performance of the obligations required by this JPA is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, flood, strike, accident, civil commotion, epidemic, act of government or its agencies or officers, or any other cause beyond the control of the parties. Upon occurrence of such an event, the City shall provide Police Protection Services on a best effort basis (at no additional cost to the City). If any additional expense is incurred by the City in such operation, that expense shall be deemed to be an Extraordinary Cost, for which the City will submit an invoice to the Village for reimbursement.

16.0 REASONABLE DILIGENCE.

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

17.0 COMPLIANCE WITH STATE LAW.

Should any provision of this JPA be determined to be in conflict with the laws of the State, the

parties agree to amend such provision to ensure compliance with the laws of the State.

18.0 ASSIGNMENT.

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

19.0 NOTICES.

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

20.0 DISPUTES.

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

21.0 AMENDMENTS.

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

22.0 VENUE, APPLICABLE LAW.

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

23.0 TITLES.

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

24.0 SEVERANCE.

Should any provision of this JPA be held to be void, voidable, or for any reason whatsoever, of no force and effect, such provision shall be construed as severable from the remainder of this JPA and

shall not affect the validity of all other provisions of this JPA which shall remain in full force and effect.

25.0 ENTIRE AGREEMENT.

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

26.0 FAILURE TO ENFORCE.

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

VILLAGE OF WILLIAMSBURG

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

**Debra Stubblefield, Mayor
Village of Williamsburg**

ATTEST:

**Linda Bauer, Village Clerk
Village of Williamsburg**

CITY OF TRUTH OR CONSEQUENCES

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

**Steve Green, Mayor
City of Truth or Consequences**

ATTEST:

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

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

STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION

**By: _____
Cabinet Secretary Date**



G.1

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

ITEM: Resolution No. 22 17/18, Budget Adjustments transferred, as listed below

AUTHORIZATION TO: To authorize budget adjustments in the categories as listed below.

BACKGROUND: DFA required Impact fees be adopted by Resolution – Approved by Commission on January 24, 2018.

Description	Amount	Recommendation
General Fund – Revenue Fund 101 101-1099-30326	\$4,000	Increasing Revenue
General Fund – Revenue Fund 101 101-1099-35362	\$4,000	Increasing Revenue
Corrections – Revenue Fund 201 201-1903-35361	\$4,000	Increasing Revenue
Corrections – Revenue Fund 201 201-1903-35363	\$1,200	Increasing Revenue
Corrections – Revenue Fund 201 201-1903-35365	\$1,700	Increasing Revenue
Corrections – Expense Fund 201 201-1903-44805	\$2,600	Increasing Expense
Corrections – Expense Fund 201 201-1903-45555	\$10	Increasing Expense
Vet Wall Perp – Expense Fund 293 293-5103-44810	\$1,640	Increasing Expense
Impact Fee – Revenue Fund 301 301-3503-34374	\$1,450	Increasing Revenue
Impact Fee – Revenue Fund 301 301-3503-34375	\$250	Increasing Revenue
Impact Fee – Revenue Fund 301 301-3503-36373	\$12	Increasing Revenue
Elec Construction – Revenue Fund 302 302-4603-36410	\$960	Increasing Revenue

Elec Construction – Revenue Fund 302 302-4603-38382	\$33,685	Increasing Revenue
CI General – Revenue Fund 305 305-6003-36373	\$43	Increasing Revenue
CI Jt Util – Revenue Fund 306 306-6103-36373	\$80	Increasing Revenue
CI Jt Util – Revenue Fund 306 306-6103-36410	\$893	Increasing Revenue
CI Jt Util – Expense Fund 306 306-6103-80840	\$1,800	Increasing Expense
USDA WWTP – Expense Fund 309 309-6403-60806	\$8,400	Increasing Expense
CDBG – Expense Fund 314 314-8603-48599	\$10,000	Increasing Expense
Pledge State – Revenue Fund 403 403-1203-32388	\$693	Increasing Revenue
Pledge State – Revenue Fund 403 403-1203-36410	\$2,200	Increasing Revenue
Cemetery – Revenue Fund 501 501-1803-36373	\$10	Increasing Revenue
Electric – Revenue Fund 503 503-3702-35542	\$2,000	Increasing Revenue
Water – Revenue Fund 504 504-3803-35543	\$1,100	Increasing Revenue
Solid Waste – Revenue Fund 505 505-3904-35544	\$1,500	Increasing Revenue
WWTP – Revenue Fund 506 506-4005-35545	\$1,100	Increasing Revenue
Airport – Revenue Fund 509 509-4403-34349	\$300	Increasing Revenue

SUPPORT INFORMATION:

- Finance Documents as presented.

Name of Drafter: Melissa Torres	Department: : Finance Director	Mtg: 01/24/2018
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RESOLUTION NO. 22-17/18

A RESOLUTION REQUESTING BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2017-2018.

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

WHEREAS, the City Commission resolve to request a budget adjustment in the 2017-2018 Fiscal Year Revenue and Expenditure Budget as per the Schedule of Budget Adjustments.

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

PASSED, ADOPTED AND APPROVED this 24th day of January, 2018.

Steven Green, Mayor

ATTEST:

Reneé L. Cantin, CMC, City Clerk-Treasurer

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

REVISED 12/08/06

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2017 / 2018
DFA Resolution Number: 22 17/18

For Local Government Division use only:

(A) ENTITY RESOLUTION NUMBER	(B) FUND	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
22 17/18	101 Revenue	REVENUE	\$ 5,000.00	\$ 4,000.00	\$9,000	Increasing Revenue
22 17/18	101 Revenue	REVENUE	\$ 6,500.00	\$ 4,000.00	\$10,500	Increasing Revenue
22 17/18	201 Revenue	REVENUE	\$ 2,000.00	\$ 4,000.00	\$6,000	Increasing Revenue
22 17/18	201 Revenue	REVENUE	\$ 300.00	\$ 1,200.00	\$ 1,500.00	Increasing Revenue
22 17/18	201 Revenue	REVENUE	\$ 570.00	\$ 1,700.00	\$ 2,270.00	Increasing Revenue
22 17/18	201 Expense	EXPENSE	\$ 1,400.00	\$ 2,600.00	\$ 4,000.00	Increasing Expense
22 17/18	201 Expense	EXPENSE	\$ -	\$ 10.00	\$ 10.00	Increasing Expense
22 17/18	293 Expense	EXPENSE	\$ 2,615.00	\$ 1,640.00	\$ 4,255.00	Increasing Expense
22 17/18	301 Revenue	REVENUE	\$ -	\$ 1,450.00	\$ 1,450.00	Increasing Revenue
22 17/18	301 Revenue	REVENUE	\$ -	\$ 250.00	\$ 250.00	Increasing Revenue
22 17/18	301 Revenue	REVENUE	\$ 108.00	\$ 12.00	\$ 120.00	Increasing Revenue
22 17/18	302 Revenue	REVENUE	\$ -	\$ 960.00	\$ 960.00	Increasing Revenue
22 17/18	302 Revenue	REVENUE	\$ -	\$ 33,685.00	\$ 33,685.00	Increasing Revenue
22 17/18	305 Revenue	REVENUE	\$ -	\$ 43.00	\$ 43.00	Increasing Revenue
22 17/18	306 Revenue	REVENUE	\$ 40.00	\$ 80.00	\$ 120.00	Increasing Revenue
22 17/18	306 Revenue	REVENUE	\$ -	\$ 893.00	\$ 893.00	Increasing Revenue
22 17/18	306 Expense	EXPENSE	\$ -	\$ 1,800.00	\$ 1,800.00	Increasing Expense
22 17/18	309 Expense	EXPENSE	\$ -	\$ 8,400.00	\$ 8,400.00	Increasing Expense
22 17/18	314 Expense	EXPENSE	\$ -	\$ 10,000.00	\$ 10,000.00	Increasing Expense
22 17/18	403 Revenue	REVENUE	\$ -	\$ 693.00	\$ 693.00	Increasing Revenue
22 17/18	403 Revenue	REVENUE	\$ -	\$ 2,200.00	\$ 2,200.00	Increasing Revenue
22 17/18	501 Revenue	REVENUE	\$ -	\$ 10.00	\$ 10.00	Increasing Revenue
22 17/18	503 Revenue	REVENUE	\$ 800.00	\$ 2,000.00	\$ 2,800.00	Increasing Revenue
22 17/18	504 Revenue	REVENUE	\$ 250.00	\$ 1,100.00	\$ 1,350.00	Increasing Revenue
22 17/18	505 Revenue	REVENUE	\$ 600.00	\$ 1,500.00	\$ 2,100.00	Increasing Revenue
22 17/18	506 Revenue	REVENUE	\$ 300.00	\$ 1,100.00	\$ 1,400.00	Increasing Revenue
22 17/18	509 Revenue	REVENUE	\$ -	\$ 300.00	\$ 300.00	Increasing Revenue
					\$ -	

ATTEST:

Renee Cantin, Clerk-Treasurer

(Date)

Steve Green, Mayor

(Date)



G.2

CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

Variance request to allow a 1995 mobile home onto lot at 623 Garst Street

BACKGROUND:

Mr. Oakes has done significant work to clean up and improve the property at 623 Garst. The mobile home is close to the maximum age allowed and is in good condition.

STAFF RECOMMENDATION:

Staff feels approving the variance does not violate the spirit of the mobile home age ordinance.

SUPPORT INFORMATION:

- Variance Application
- Photograph of mobile home
- Plan of property layout

Name of Drafter: Susanna Diller	Department: Community Development	Meeting date: 1/24/18
E-mail: sdiller@torcnm.org	Phone: 575-894-6673 Ext. 316	

City of Truth or Consequences

Planning and Zoning
(505) 894-6673

Truth or Consequences, NM 87901

505 Sims Street
FAX(505) 894-7767

VARIANCE APPLICATION

Date:

Purpose

A Variance may be authorized by the City Commission after hearing the recommendation of the Planning and Zoning Board. The Variance shall provide relief from the strict application of dimension, distance, parking or setback requirements of this Code.

Provisions for a Variance

1. The subject property must be irregular, narrow, shallow, or steep or otherwise have physical conditions where application of the requirements of this Code would result in practical difficulty or unnecessary hardship to the owner in the use of his land or building.
2. Variances shall not be granted in such cases where it would adversely affect adjoining properties, impair established property values, or endanger public safety.
3. Variances shall not be granted where spot zoning would occur.

To obtain a variance, an applicant must:

1. Make proper and complete application on this form.
2. Provide other information as required by City staff, the Planning and Zoning Board, or the City Commission to properly judge the merits of the application.
3. Pay a filing fee of twenty-five (\$25.00) dollars, plus notification costs
4. Appear in person or through an authorized representative at the required Planning and Zoning Board Public Hearing, and the City Commission meeting to present testimony to support the application.

APPLICATION

Applicant (name from Form A) DOUGLAS DAKES Date 10-24-17

Variance requested: TO MOVE A 1995 mobil home
ONTO Lot A+ 623 GARST ST.

Are there deed restrictions pertaining to the property in question? ☐ Yes (copy attached) ☒ No

Two complete sets of plans attached? ☐ Yes ☐ No

Section 11-5-5C **SUBMISSION REQUIREMENTS** states that the application for variance shall be in the format stipulated by the City and shall contain plans and other information as required by the designated Zoning Administrator. The completed application for a variance shall be submitted to the City Clerk for placement on the agenda of the Planning and Zoning Board for a Public Hearing.

Applicant's Signature: *Douglas Dakes*

Applicant checklist for documents required in support of this application:

- ☒ Payment of filing fee
- N/A List of adjacent landowners
- N/A Copy of deed restrictions (covenants)
- ☒ Two sets of complete plans

PAID

10V 2017

Initial: Rept # 792910

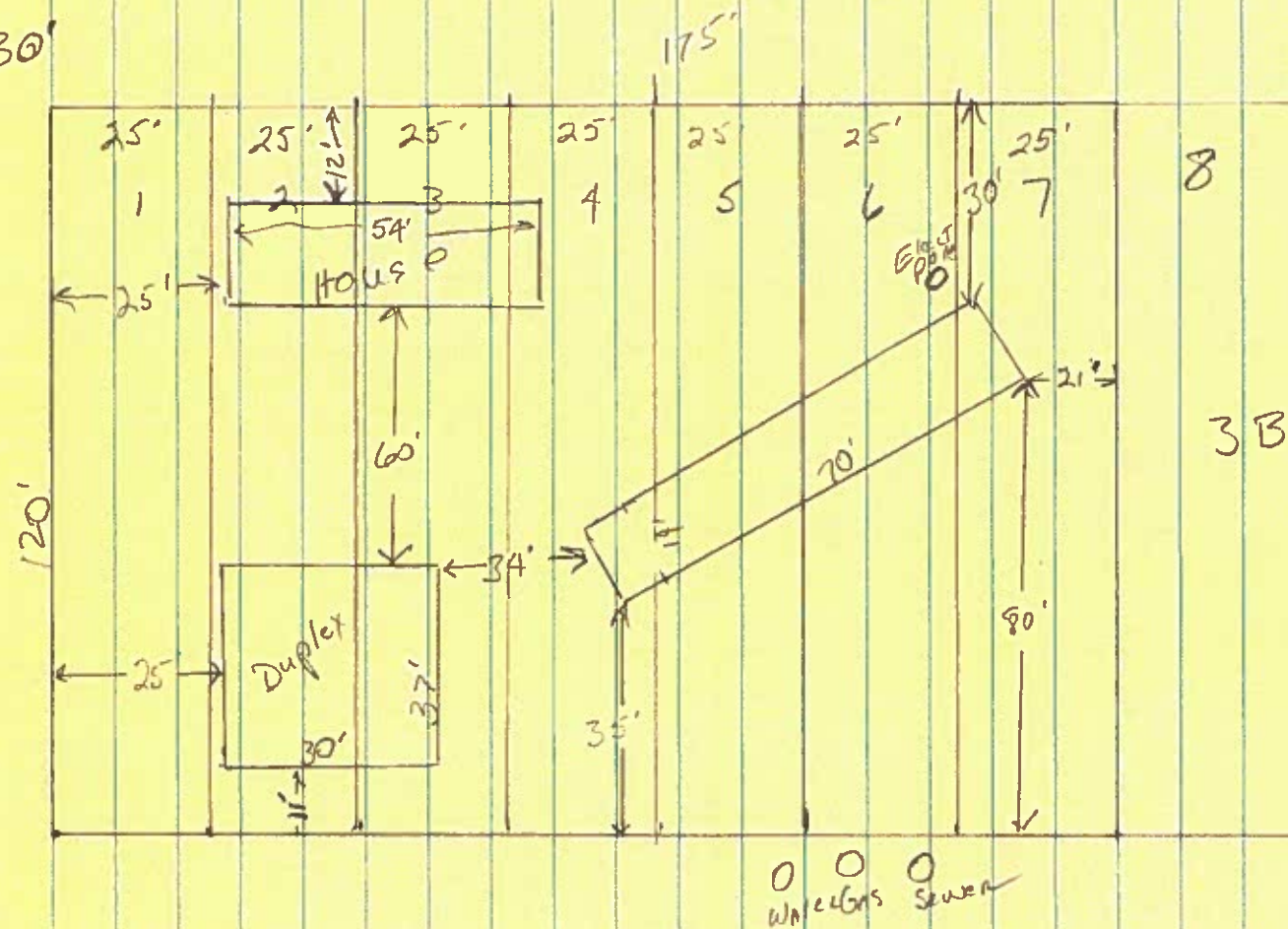
\$25.00

(for official use only)

Date application received: 10/31/17 Date application accepted: 11/1/17

- ☒ Complete application received
- ☒ Fee paid
- N/A Required publication completed

1" = 30'



GIARST





H.1

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

ITEM:

Appointments to the Lodger's Tax Board

BACKGROUND:

The terms for four members on the Lodger's Tax Board had expired on June 30, 2017. There was currently only one member, Sazi Marri, who has submitted her resignation effective January 5th, 2018. Therefore, we currently have five vacancies on the Lodger's Tax Board. We have advertised the vacancies numerous times and the former Tourism Coordinator was working on recruiting possible new members. Members will need to be appointed before they hold the next meeting so they can proceed this year with the Lodger's Tax funding requests.

Attached we have applications for:

Jake Foerstner, Riverbend Hot Springs (Lodging Industry)
Linda DeMarino, MainStreet T or C (Tourist Industry)
Moshe Koenick, Tourism, General Public, Business Owner

The terms shall be as follows: One member representing the lodging industry and one member representing the tourist industry shall each serve an initial term of three years. Thereafter, members appointed to serve in these positions shall serve for a period of four years. The second member representing the lodging industry and the second member representing the tourist industry shall each serve an initial term of four years. Thereafter, the member appointed to serve in these positions shall serve for a period of four years. The member at large representing the general public shall serve an initial term of one year. Thereafter, the member appointed to serve in this position shall serve for a period of four years.

STAFF RECOMMENDATION:

Appoint new members to serve on the Lodger's Tax Board.

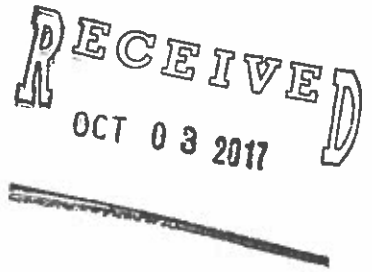
Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 01/24/2018



City of Truth or Consequences

City Board Application



Name: Jake Foerstner

Address: 103 Austin
Torrey Pk N m 87901

Phone: 575 497 9165

Email: foerstner@gmail.com

I am interested in serving as a member of Lodgers tax Board.

My qualifications are:

GM & partner; Riverbend HS
Served on SCRTAB, SCLTAB, MSTC - market, Chamber of Commerce

Reason why I am interested in serving on this board:

Help make sure lodgers tax funds are used for
projects that will increase heads on beds!

Additional comments: _____

Signature: 

RECEIVED
OCT 03 2017

Jake Foerstner
103 Austin
T or C, NM 87901
10/3/17

Renee Cantin
Truth or Consequences City Clerk
City of Truth or Consequences
505 Sims
Truth or Consequences, NM 87901

Dear Renee Cantin
Truth or Consequences City Clerk:

This letter is to express my interest and willingness to serve on the Truth or Consequences Lodgers Tax Advisory Board. I am the Managing Partner of Riverbend Hot Springs and currently serve on the Sierra County Recreation and Tourism Advisory Board and the Sierra County Lodgers Tax Board. I can be reached at foerstner@gmail.com or by my office phone: 575-680-2401, or my cell: 575-497-9165

Sincerely,



Jake Foerstner



City of Truth or Consequences

City Board Application

RECEIVED
JUL 14 2017

Name: Linda DeMarino

Address: 618 Lincoln TorC, NM 87901

Phone: 575 740-6180

Email: ldemarino@hotmail.com

I am interested in serving as a member of Lodgers' Tax Advisory Board.

My qualifications are:

Served on Serrin County Recreation/Tourism Advisory Board
for over 5 years. Executive Director - Main Street
Truth or Consequences where I have utilized Lodgers' Tax
for 7+ years. Secretary - The Bountiful Alliance

Reason why I am interested in serving on this board:

To help make Lodgers' Tax work best for both
the City and the applicants. I would like to
help make the process more user friendly, while encouraging
collaborative marketing.

Additional comments:

Signature: Linda DeMarino



City of Truth or Consequences City Board Application

Please type or print legibly.

Name: Moshe Koenick

Address: 404 Main St

Truth or Consequences, NM 87901

Phone: _____ Cell: 575-740-4526

E-mail: iam@moshekoenick.com

I am interested in serving as a member of the _____ **Public Art**
Board.

My qualifications are:

Graphic Designer for 20+ years.

Worked for a top 10 Ad Agency in the DC Metropolitan area for a few years as a

Graphic Designer and Production Manager.

Worked with local county tourism for about 10 years.

Current clients include some of the local Hot Springs, local tourism, and

various other local businesses, museums, & organizations.

Reason why you are interested in serving on this Board:

I have vested interest in this community having a business/home

and working a few other jobs, so I want to see the town prosper and succeed

in "putting heads in beds"

Additional Comments:

Signature: Moshe Koenick Date: November 10, 2017

DIVISION 9. - LODGER'S TAX ADVISORY BOARD^[10]

Sec. 2-361. - Board created; members.

There is hereby created a Lodger's Tax Advisory Board consisting of five members, two of whom shall be owners or operators of lodgings subject to the occupancy tax within the municipality, two of whom shall be owners or operators of industries located in the municipality that primarily provide services or products to tourists and one member who shall be a resident of the municipality and represents the general public.

(Code 1962, § 5-14-13; Ord. No. 383, 6-24-91; Ord. No. 444, § 1, 3-10-97)

Sec. 2-362. - Appointment; vacancy; term.

Members shall be appointed and vacancies filled by appointment of the City Commission and shall serve at the pleasure of the City Commission. The terms shall be as follows: One member representing the lodging industry and one member representing the tourist industry shall each serve an initial term of three years. Thereafter, members appointed to serve in these positions shall serve for a period of four years. The second member representing the lodging industry and the second member representing the tourist industry shall each serve an initial term of four years. Thereafter, the member appointed to serve in these positions shall serve for a period of four years. The member at large representing the general public shall serve an initial term of one year. Thereafter, the member appointed to serve in this position shall serve for a period of four years.

(Code 1962, § 5-14-13; Ord. No. 383, 6-24-91; Ord. No. 444, § 1, 3-10-97)

Sec. 2-362.1. - Reserved.

Editor's note— Section 1 of Ord. No. 657, adopted Aug. 14, 2014, repealed § 2-362.1, which pertained to term limits, and derived from Ord. No. 643, § 1, adopted Oct. 22, 2013.

Sec. 2-363. - Duties.

The Board shall advise the Governing Body on expenditure of Lodger's Tax Funds for advertising, publicizing and promoting tourist attractions and facilities in the municipality.

(Code 1962, § 5-14-13; Ord. No. 383, 6-24-91; Ord. No. 444, § 1, 3-10-97)

Sec. 2-364. - Meetings.

The Board shall meet at least quarterly and shall adopt rules for the meetings and transaction of business and shall keep a record of the business conducted, which shall be kept at City Hall and which shall be a public record.

(Code 1962, § 5-14-13; Ord. No. 383, 6-24-91; Ord. No. 444, § 1, 3-10-97)



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

ITEM: Airport Mobile Home

BACKGROUND: The City has purchased a mobile home located at the TorC Municipal Airport.

STAFF RECOMMENDATION: Both the Staff and Airport Advisory Board recommend that the mobile home may be used by a law enforcement agency for housing of an officer. The officer will provide security services in kind for the airport. The exact scope of services will be mutually agreed upon and approved by the City Manager.

SUPPORT INFORMATION:

Name of Presenter: Mark Bleth

Department: Airport

Meeting date: 1/24/2018



H.3

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

ITEM: Airport Leases with annual renewal

BACKGROUND: In the past, the leases have been done for one year increments starting when the Lessee took possession. This has led to constant upkeep of all the leases that expire every single month of the year.

STAFF RECOMMENDATION: Both Staff and Airport Advisory Board recommend that the leases renew every February for all tenants. When a new tenant signs a lease mid year for example, they would have the option of a 6 month or 18 month lease.

SUPPORT INFORMATION:

Name of Presenter: Mark Bleth	Department: Airport	Meeting date: 1/24/2018
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H.4

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

ITEM: Land lease for private vehicles inside the fence

BACKGROUND: We have had in the past people request to be able to park vehicles inside the fence that might not fit inside of their hangar. We also have people that live in the area, that fly in and park their plane on the apron and need to park a vehicle within the airport to drive to their residences.

STAFF RECOMMENDATION: Both Staff and Airport Advisory Board recommend that we use an undeveloped parcel of land that is not particularly useful for future hangar development that is in close proximity to the hangars and apron. Staff will develop lease and qualifying criteria for those eligible to participate. Airport staff will also prepare an equitable fee structure for this service which will be brought back to the Commission for approval.

SUPPORT INFORMATION:

Name of Presenter: Mark Bleth	Department: Airport	Meeting date: 1/24/2018
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H.5

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

ITEM:

Extension of Golf Course Contract with Terry Taylor, LLC

BACKGROUND:

The current contract expired January 27, 2017 with a possible additional three years available per the contract. We are requesting to extend it at this time.

STAFF RECOMMENDATION:

Approve the extension of contract.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 01/24/2018

AMENDMENT TO AGREEMENT

THIS AMENDMENT is entered into on Sept. 13th, 2016, by and between the CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO ("City"), a municipal corporation and TERRY TAYLOR, LLC ("Contractor") for Golf Course Management Services.

RECITALS

1. The parties entered into a Contract dated January 26, 2016 whereby the Contractor was selected through an RFP for Golf Course Management Services for the Truth or Consequences Municipal Golf Course located at 685 Marie St., Truth or Consequences, New Mexico.

2. The parties desire to change the name of the contract from Terry Taylor to Terry Taylor, LLC as per the new designation of a Limited Liability Company.

NOW THEREFORE, the City of Truth or Consequences approves the change in name of the Contractor from Terry Taylor to Terry Taylor, LLC.

All other provisions of the Contract shall remain in full force and effect.

City of Truth or Consequences, New Mexico, a Municipal Corporation



Juan A. Fuenles, City Manager

Sept 13, 2016

Date

ATTEST:



Renee L. Cantin, City Clerk-Treasurer

TERRY TAYLOR, LLC



Terry Taylor, Registered Agent/Owner

9/13/2016

Date

CITY OF TRUTH OR CONSEQUENCES CONTRACT FOR GOLF COURSE MANAGEMENT

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

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

NOW THEREFORE the parties do mutually agree as follows:

1. SCOPE OF WORK

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

2. TIME OF PERFORMANCE

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

3. ACCESS TO INFORMATION

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

4. COMPENSATION AND METHOD OF PAYMENT

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

5. OWNERSHIP OF DOCUMENTS

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

6. SUPERVISION

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

7. CLAIMS

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

8. NO AGENCY RELATIONSHIP CREATED

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

9. BRIBES, GRATUITIES AND KICKBACKS

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

10. ADDRESS OF NOTICES AND COMMUNICATIONS

City:

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

Contractor:

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

11. CAPTIONS

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

12. TERMS AND CONDITIONS

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

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

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

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

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

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

12. APPROVALS

CITY:

CONTRACTOR:


Juan A. Fuentes, City Manager


Terry Taylor

 ATTEST:

Renee Cantin, City Clerk-Treasurer

1/26/2016

Reviewed as to legal sufficiency:


Jamie Rubin, City Attorney

EXHIBIT 1

DUTIES AND REQUIREMENTS

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

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

ADDITIONAL REQUIREMENTS

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

UTILITIES

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

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

INSURANCE REQUIREMENTS

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

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

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

HOURS OF OPERATION

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

COURSE FEES

1. Fees for pre-paid green fees, riding cart rentals, and green fees must be approved by the City.

EXHIBIT 2

Golf Course Negotiated Contract Terms

1. Contract Fees:

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

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

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

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

3. Food and Beverage Payments:

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

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

4. Computer Point of Sale System:

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

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

EXHIBIT 3

RESOLUTION NO. 32-12/13

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

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

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

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

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

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

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

CART TRAIL FEE (approved)

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

ANNUAL CART STORAGE

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

MEMBERSHIP FEES

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

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

This Resolution repeals Resolution No. 11-11/12

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

By:

John Mulcahy, Mayor

ATTEST:

Mary Penner, City Clerk-Treasurer

EXHIBIT 4

RECITALS

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

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

NOW THEREFORE, the parties do mutually agree as:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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