

Rolf Hechler
Mayor

Amanda Forrister
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Ingo Hoeppe
Commissioner

Angie Gonzales
City Manager

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

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, FEBRUARY 28, 2024; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PUBLIC COMMENT (3 Minute Rule Applies)

D. REPORTS

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

E. CONSENT CALENDAR

1. Take Home Vehicle Forms

F. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 37 23/24 Budget Adjustment Request.
Assistant City Manager Alvarez

F. ORDINANCES/RESOLUTIONS/ZONING Continued...

2. Discussion/Action: Resolution No. 38 23/24 Authorizing and Providing for The Incurrence of Indebtedness for The Purpose of Providing a Portion of The Cost of Acquiring, Constructing, Enlarging, Improving, and/or Extending Its Water System. Assistant City Manager Alvarez
3. Discussion/Action: Resolution No. 39 23/24 Approval of the sale of compost at the Wastewater Treatment Plant. Arnie Castaneda, Water/Wastewater Director
4. Discussion/Action: Publication of Ordinance No. 764 An Ordinance Amending the City of Truth or Consequences Municipal Code of Ordinances, by adding a new section 14-49 establishing Electric Connection Fees. Bo Easley, Electric Division Director

G. NEW BUSINESS

1. Discussion/Action: Public Arts Board request for funding for the Carol Plec Sculpture. Public Arts Board Members Andy Underwood & Cary "Jagger" Gustin
2. Discussion/Action: Solid Waste Cost of Service and Rate Design Study. David Yanke, NewGen Strategies & Solutions, LLC
3. Discussion/Update: PD Update. Chief of Police Tavizon
4. Discussion/Action: Summary Plat Amendment at 808 N. Maple. Assistant City Manager Alvarez
5. Discussion/Action: First Amendment to Land Lease Agreement between Truth or Consequences Municipal Airport, Ads-B Radio Station Site Sv154-25. Assistant City Manager Alvarez
6. Discussion/Action: Approval of Purchase Requisitions over \$20,000. City Manager Gonzales
7. Discussion/Action: Amendment to CD Technology Agreement. City Manager Gonzales

H. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING MARCH 13, 2024



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 28, 2024

Agenda Item #: E.1

SUBJECT: Take Home Vehicle Forms
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: February 22, 2024
SUBMITTED BY: Angela A. Torres
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The take-home vehicle requests are for various departments.

Recommendation:

Approve take home vehicle forms.

Attachments:

- Take-home vehicle forms

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-28-2024



Take Home Vehicle Authorization Request

Employee: Juan Clark Department: Truth or Consequences

Position Title: Police officer Commute Miles/Day: 75 miles

Employee Address: 144 Turquoise Ave

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

- ☒ **Emergency Response:** Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.
- ☐ **On-call Status:** Employee is on-call and responds to public safety or health emergencies occurring after normal work hours and on weekends.
- ☐ **Other:** explain _____

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

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

Juan Clark
Employee's Signature

2-14-24
Date

[Signature]
Department Director Signature

☒ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

Rolf Hechler, Mayor Signature

Date



Take Home Vehicle Authorization Request

Employee: Jamie Sweeney Department: TCPD
Position Title: Patrolman Commute Miles/Day: 50 miles / mile
Employee Address: 507 N Foch Torrance 90501

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

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

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

☐ **Other:** explain _____

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

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

[Signature]
Employee's Signature

14 Feb 2024
Date

[Signature]
Department Director Signature

☒ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

Rolf Hechler, Mayor Signature

Date



Take Home Vehicle Authorization Request

Employee: Alexandre Ortiz Department: Truth or Consequences PD

Position Title: Uncertified Police officer Commute Miles/Day: 78 mi

Employee Address: 1232 Mission Nuevo Dr Unit B, Las Cruces New Mexico 88011

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

- ☒ **Emergency Response:** Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.
- ☒ **On-call Status:** Employee is on- call and responds to public safety or health emergencies occurring after normal work hours and on weekends.
- ☐ **Other:** explain _____

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

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



Employee's Signature

2/16/2024

Date



Department Director Signature

☒ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

Rolf Hechler, Mayor Signature

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 28, 2024

Agenda Item #: F.1

SUBJECT: Resolution No. 37 23/24 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: February 22, 2024

SUBMITTED BY: Kerin Salcedo, Accounting Officer

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

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

Recommendation:

Approval Resolution No. 37 23/24 Budget Adjustment Requests for Fiscal Year 2023-2024

Attachments:

Resolution No 37 23/24

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC agendas 2-28-2024

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

For Local Government Division use only:

ENTITY NAME:	City of Truth or Consequences	
FISCAL YEAR:	2023-24	2/28/2024
DFA Resolution Number:	37 23/24	
BAR NUMBER	7	

[illegible]

ATTEST:

Angela Torres, Clerk-Treasurer (Date)

Rolf Hechler, Mayor

(Date)

FUND TITLE		GL	BANK #	
FIRST SAVINGS BANK ACCOUNTS	2/22/2024	BANK		
EFFLUENT WATER/W/WW IMPACT FEES	\$ 3,500.35	301-3503-10112	30088883	Pool Acct
IMPACT WW-DENNIS MURATI (POOLED)	\$ 1,803.76	301-3503-10113	30093068	Jun-17 Jun-24
IMPACT WW-JAMES LEWIS (POOLED)	\$ 1,803.76	301-3503-10114	30093076	Jun-17 Jun-24
IMPACT WW-NM VETERANS HOME (POOLED)	\$ 101,686.15	301-3503-10115	30093041	Jun-17 Jun-24
IMPACT WW-LEWIS & JANET KERN (POOLED)	\$ 2,705.84	301-3503-10116	30093033	Jun-17 Jun-24
IMPACT WW-ROBERT UNO MAKI (POOLED)	\$ 1,352.28	301-3503-10117	30094554	Mar-18 Mar-25
IMPACT WW-ALEXANDER ANDRASSY (POOLED)	\$ 1,051.64	301-3503-10118	30095274	Aug-18 Aug-25
IMPACT WW- WALTER PUCCI (POOLED)	\$ 2,704.92	301-3503-10119	30095389	Sep-18 Sep-25
IMPACT WW - FIRST SAVINGS BANK (POOLED)	\$ 450.00	301-3503-10120	30098029	Sep-19 Sep-26
IMPACT WW - MARCIA MOHR (POOLED)	\$ 600.00	301-3503-10121	30098002	Sep-19 Sep-26
IMPACT WW - R&N APARTMENTS, LLC (POOLED)	\$ 5,408.92	301-3503-10122	30097982	Sep-19 Sep-26
IMPACT WW - KARON MORGAN (POOLED)	\$ 300.00	301-3503-10123	30098846	Dec-19 Dec-26
IMPACT WW - CIELO VISTA LLC (POOLED)	\$ 6,309.94	301-3503-10124	30098838	Dec-19 Dec-26
IMPACT WW - WHITE SANDS FED CU (POOLED)	\$ 1,465.97	301-3503-10125	30101785	Apr-21 Apr-28
IMPACT WW - DRAKE WEHRS (POOLED)	\$ -	301-3503-10126	30104038	Mar-22 Mar-29 Paid out dec 2023 N
IMPACT WW - CIELO VISTA LLC 2022 (POOLED)	\$ 10,207.24	301-3503-10127	30104249	Mar-22 Mar-29
IMPACT WW - AGNS CONST 601 WYONA (POOLED)	\$ 1,200.51	301-3503-10128	30104521	Apr-22 Apr-29
IMPACT WW - AGNS CONST 528 WYONA (POOLED)	\$ 1,200.43	301-3503-10129	30105495	Sep-21 Sep-28
IMPACT WW - AGNS CONST 607 WYONA (POOLED)	\$ 1,200.43	301-3503-10130	30105508	May-22 May-29
IMPACT WW - OVERLAND ENGINEERING LLC (DOLLAR GEN) (POOLED)	\$ 1,050.26	301-3503-10131	30104919	Jun-22 Jun-29
IMPACT WW - DILLWOOD LLC - 808 MAPLE (POOLED)	\$ 1,951.07	301-3503-10132	30105532	Sep-22 Sep-29
IMPACT WW - RIVERBEND HOT SPRINGS LLC 101 AUSTIN ST	\$ 3,602.46	301-3503-10133	30105583	Aug-22 Aug-29
IMPACT WW - DILLWOOD LLC - 700 CHARLES AVE (POOLED)	\$ 1,200.25	301-3503-10134	30106826	Dec-22 Dec-29
IMPACT WW - VETERANS PROJECT- 992 S. BROADWAY	\$ 66,667.97	301-3503-10135	30106834	Dec-22 Dec-29
IMPACT WW - 2350 VEATER	\$ 1,200.21	301-3503-10136	30107378	Jun-23 Jun-30
IMPACT WW - 512 GRAY ST	\$ -	301-3503-10137	30110091	Feb-24 Feb-31 new
	\$ 219,424.15			

First Savings Bank
915 N. Date Street
Truth or Consequences, NM 87901
575-894-7148
575-894-9020 (Fax)
Bank Routing Number 091406833

Bank of the Southwest
509 N. Broadway
Truth or Consequences, NM 87901
575-894-7171
Routing Number 112206297

IMPACT WW BANK ACCOUNTS HAVE TO BE USED IN 7 YEARS OR RETURNED TO CUSTOMER. DATES ARE IN GREEN WHEN ACCOUNTS WE OPEN/MONEY COLLECTED AND RED IS USE BY DATE.

Account Information

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$3,500.35
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$3,500.35
Line Of Credit	\$0.00
Total Funds Available	\$3,500.35

Activity

Last Deposit (May 31, 2023)	\$1,200.00
Last Check (Jun 27, 2023)	\$1,200.00

Interest

Current Interest Rate	0.0714%
Current Accrued Interest	\$0.14
Last Interest Payment (Jan 31, 2024)	\$0.23
Interest Paid 2024	\$0.23
Interest Paid 2023	\$6.08

Account Information

June 2024

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$1,803.76
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$1,803.76
Line Of Credit	\$0.00
Total Funds Available	\$1,803.76

Activity

Last Deposit (Aug 09, 2017)	\$3.00
Last Check	\$0.00

Interest

Current Interest Rate	0.0445%
Current Accrued Interest	\$0.05
Last Interest Payment (Jan 31, 2024)	\$0.07
Interest Paid 2024	\$0.07
Interest Paid 2023	\$0.70

Account Information

JUNE 2024

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$1,803.76
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$1,803.76
Line Of Credit	\$0.00
Total Funds Available	\$1,803.76

Activity

Last Deposit (Aug 09, 2017)	\$3.00
Last Check	\$0.00

Interest

Current Interest Rate	0.0445%
Current Accrued Interest	\$0.05
Last Interest Payment (Jan 31, 2024)	\$0.07
Interest Paid 2024	\$0.07
Interest Paid 2023	\$0.70

Account Information

JUNE 2024

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$101,686.15
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$101,686.15
Line Of Credit	\$0.00
Total Funds Available	\$101,686.15

Activity

Last Deposit (Aug 09, 2017)	\$3.00
Last Check (Nov 03, 2017)	\$100,000.00

Interest

Current Interest Rate	0.099%
Current Accrued Interest	\$5.79
Last Interest Payment (Jan 31, 2024)	\$9.10
Interest Paid 2024	\$9.10
Interest Paid 2023	\$79.61

Account Information

June 2024

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$2,705.84
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$2,705.84
Line Of Credit	\$0.00
Total Funds Available	\$2,705.84

Activity

Last Deposit (Oct 11, 2017)	\$160.00
Last Check	\$0.00

Interest

Current Interest Rate	0.063%
Current Accrued Interest	\$0.10
Last Interest Payment (Jan 31, 2024)	\$0.15
Interest Paid 2024	\$0.15
Interest Paid 2023	\$1.32

Account Information

March 2025

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$1,352.28
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$1,352.28
Line Of Credit	\$0.00
Total Funds Available	\$1,352.28

Activity

Last Deposit (Jun 12, 2018)	\$9.00
Last Check	\$0.00

Interest

Current Interest Rate	0.026%
Current Accrued Interest	\$0.02
Last Interest Payment (Jan 31, 2024)	\$0.03
Interest Paid 2024	\$0.03
Interest Paid 2023	\$0.38

Account Information

AUG 2025

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$1,051.64
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$1,051.64
Line Of Credit	\$0.00
Total Funds Available	\$1,051.64

Activity

Last Deposit (Feb 06, 2019)	\$0.16
Last Check	\$0.00

Interest

Current Interest Rate	0.0049%
Last Interest Payment (Jan 31, 2024)	\$0.00
Interest Paid 2024	\$0.00
Interest Paid 2023	\$0.13

Account Information

Sept 2025

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$2,704.92
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$2,704.92
Line Of Credit	\$0.00
Total Funds Available	\$2,704.92

Activity

Last Deposit (Sep 26, 2018)	\$2,700.00
Last Check	\$0.00

Interest

Current Interest Rate	0.063%
Current Accrued Interest	\$0.10
Last Interest Payment (Jan 31, 2024)	\$0.15
Interest Paid 2024	\$0.15
Interest Paid 2023	\$1.32

Sept. 2026

Account Information

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$450.00
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$450.00
Line Of Credit	\$0.00
Total Funds Available	\$450.00

Activity

Last Deposit (Feb 04, 2020)	\$450.00
Last Check	\$0.00
Last Overdrawn	Oct 21, 2019

Interest

Last Interest Payment (Jan 31, 2024)	\$0.00
Interest Paid 2024	\$0.00
Interest Paid 2023	\$0.00

Sept 2026

Account Information

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$600.00
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$600.00
Line Of Credit	\$0.00
Total Funds Available	\$600.00

Activity

Last Deposit (Dec 30, 2019)	\$6.00
Last Check	\$0.00

Interest

Last Interest Payment (Jan 31, 2024)	\$0.00
Interest Paid 2024	\$0.00
Interest Paid 2023	\$0.00

Account Information

Sept. 202

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$5,408.92
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$5,408.92
Line Of Credit	\$0.00
Total Funds Available	\$5,408.92

Activity

Last Deposit (Sep 19, 2019)	\$5,400.00
Last Check	\$0.00

Interest

Current Interest Rate	0.0815%
Current Accrued Interest	\$0.25
Last Interest Payment (Jan 31, 2024)	\$0.40
Interest Paid 2024	\$0.40
Interest Paid 2023	\$3.22

Account Information

Dec. 2026

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$300.00
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$300.00
Line Of Credit	\$0.00
Total Funds Available	\$300.00

Activity

Last Deposit (Feb 04, 2020)	\$300.00
Last Check	\$0.00

Interest

Last Interest Payment (Jan 31, 2024)	\$0.00
Interest Paid 2024	\$0.00
Interest Paid 2023	\$0.00

Dec 2026

Account Information

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$6,309.94
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$6,309.94
Line Of Credit	\$0.00
Total Funds Available	\$6,309.94

Activity

Last Deposit (Feb 04, 2020)	\$6,300.00
Last Check	\$0.00

Interest

Current Interest Rate	0.0841%
Current Accrued Interest	\$0.31
Last Interest Payment (Jan 31, 2024)	\$0.48
Interest Paid 2024	\$0.48
Interest Paid 2023	\$3.89

Account Information

April 2028

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$1,465.97
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$1,465.97
Line Of Credit	\$0.00
Total Funds Available	\$1,465.97

Activity

Last Deposit (May 28, 2021)	\$1,464.75
Last Check	\$0.00

Interest

Current Interest Rate	0.0317%
Current Accrued Interest	\$0.03
Last Interest Payment (Jan 31, 2024)	\$0.04
Interest Paid 2024	\$0.04
Interest Paid 2023	\$0.46

Account Information

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$0.00
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$0.00
Line Of Credit	\$0.00
Total Funds Available	\$0.00

Activity

Last Deposit (May 09, 2022)	\$2,250.00
Last Check (Dec 01, 2023)	\$2,251.36
Last Overdrawn	Apr 18, 2022

Interest

Last Interest Payment (Jan 31, 2024)	\$0.00
Interest Paid 2024	\$0.00
Interest Paid 2023	\$0.91

**Account Information***March 2029***Balance**

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$10,207.24
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$10,207.24
Line Of Credit	\$0.00
Total Funds Available	\$10,207.24

Activity

Last Deposit (Mar 17, 2023)	\$10,200.00
Last Check	\$0.00
Last Overdrawn	Apr 29, 2022

Interest

Current Interest Rate	0.0902%
Current Accrued Interest	\$0.53
Last Interest Payment (Jan 31, 2024)	\$0.83
Interest Paid 2024	\$0.83
Interest Paid 2023	\$6.41

Account Information

April 2029

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$1,200.51
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$1,200.51
Line Of Credit	\$0.00
Total Funds Available	\$1,200.51

Activity

Last Deposit (Jun 15, 2022)	\$1,200.00
Last Check	\$0.00
Last Overdrawn	Apr 18, 2022

Interest

Current Interest Rate	0.0167%
Current Accrued Interest	\$0.01
Last Interest Payment (Jan 31, 2024)	\$0.02
Interest Paid 2024	\$0.02
Interest Paid 2023	\$0.29

Account Information

Sept. 2028

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$1,200.43
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$1,200.43
Line Of Credit	\$0.00
Total Funds Available	\$1,200.43

Activity

Last Deposit (Aug 29, 2022)	\$1,200.00
Last Check	\$0.00

Interest

Current Interest Rate	0.0166%
Current Accrued Interest	\$0.01
Last Interest Payment (Jan 31, 2024)	\$0.02
Interest Paid 2024	\$0.02
Interest Paid 2023	\$0.29

Account Information

MAY 2029

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$1,200.43
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$1,200.43
Line Of Credit	\$0.00
Total Funds Available	\$1,200.43

Activity

Last Deposit (Aug 29, 2022)	\$1,200.00
Last Check	\$0.00

Interest

Current Interest Rate	0.0166%
Current Accrued Interest	\$0.01
Last Interest Payment (Jan 31, 2024)	\$0.02
Interest Paid 2024	\$0.02
Interest Paid 2023	\$0.29

Account Information

June 2029

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$1,050.26
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$1,050.26
Line Of Credit	\$0.00
Total Funds Available	\$1,050.26

Activity

Last Deposit (Aug 25, 2022)	\$1,050.00
Last Check	\$0.00

Interest

Current Interest Rate	0.0047%
Last Interest Payment (Jan 31, 2024)	\$0.00
Interest Paid 2024	\$0.00
Interest Paid 2023	\$0.13

Account Information

Sept. 2029

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$1,951.07
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$1,951.07
Line Of Credit	\$0.00
Total Funds Available	\$1,951.07

Activity

Last Deposit (Sep 07, 2022)	\$1,950.00
Last Check (Oct 20, 2022)	\$3.00
Last Overdrawn	Aug 31, 2022

Interest

Current Interest Rate	0.0487%
Current Accrued Interest	\$0.05
Last Interest Payment (Jan 31, 2024)	\$0.09
Interest Paid 2024	\$0.09
Interest Paid 2023	\$0.79

Account Information

AUG. 2029

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$3,602.46
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$3,602.46
Line Of Credit	\$0.00
Total Funds Available	\$3,602.46

Activity

Last Deposit (Sep 30, 2022)	\$3,600.00
Last Check	\$0.00

Interest

Current Interest Rate	0.0722%
Current Accrued Interest	\$0.15
Last Interest Payment (Jan 31, 2024)	\$0.24
Interest Paid 2024	\$0.24
Interest Paid 2023	\$1.95

Account Information

Dec 2029

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$1,200.25
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$1,200.25
Line Of Credit	\$0.00
Total Funds Available	\$1,200.25

Activity

Last Deposit (Jan 11, 2023)	\$1,200.00
Last Check	\$0.00

Interest

Current Interest Rate	0.0166%
Current Accrued Interest	\$0.01
Last Interest Payment (Jan 31, 2024)	\$0.02
Interest Paid 2024	\$0.02
Interest Paid 2023	\$0.23

Dec 2029

Account Information

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$66,667.97
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$66,667.97
Line Of Credit	\$0.00
Total Funds Available	\$66,667.97

Activity

Last Deposit (Jan 19, 2023)	\$66,600.00
Last Check	\$0.00

Interest

Current Interest Rate	0.0985%
Current Accrued Interest	\$3.78
Last Interest Payment (Jan 31, 2024)	\$5.94
Interest Paid 2024	\$5.94
Interest Paid 2023	\$62.03

Account Information

JUNE 2030

Balance

Previous Day Transactions (-\$0.00 / +\$0.00)	\$0.00
Current Balance	\$1,200.21
Total Float	\$0.00
Holds	\$0.00
Pending Transactions (-\$0.00 / +\$0.00)	\$0.00
Other Transfers	\$0.00
Today's Float	\$0.00
Available Balance	\$1,200.21
Line Of Credit	\$0.00
Total Funds Available	\$1,200.21

Activity

Last Deposit (Jun 27, 2023)	\$1,200.00
Last Check	\$0.00

Interest

Current Interest Rate	0.03%
Current Accrued Interest	\$0.02
Last Interest Payment (Jan 31, 2024)	\$0.03
Interest Paid 2024	\$0.03
Interest Paid 2023	\$0.18



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 28, 2024

Agenda Item #: F.2

SUBJECT: Discussion/Action – Resolution Authorizing and Providing for The Incurrence of Indebtedness for The Purpose of Providing a Portion of The Cost of Acquiring, Constructing, Enlarging, Improving, and/or Extending Its Water System

DEPARTMENT: Community Development

DATE SUBMITTED: February 23, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Resolution is needed to proceed with final adoption of Ordinance 763 for the WSPI -1 (Water System Project Improvements – PER 1) project

Recommendation:

Approve Resolution

Attachments:

- Resolution 38 23/24
-

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 2-28-24

LOAN RESOLUTION
(Public Bodies)A RESOLUTION OF THE City CouncilOF THE City of Truth or Consequences

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Public Body

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of Truth or Consequences

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Four Million Eight Hundred Eleven Thousand & 00 100pursuant to the provisions of NMSA (1978) Sect. 3-1-1; and**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 2,720,000.00

under the terms offered by the Government; that the City Manager

and Clerk/Treasurer of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the City Council of the

City of Truth or Consequences has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, _____ day of _____

(SEAL)

By _____

Attest:

Title Mayor

Title Clerk/Treasurer

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the City of Truth or Consequences
hereby certify that the City Council _____ of such Association is composed of
_____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and
held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting
by the vote shown above, I further certify that as of _____ ,
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
rescinded or amended in any way.

Dated, this _____ day of _____

Title _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 28, 2024

Agenda Item #: F.3

SUBJECT: Discussion/Action: Resolution No. 39 23/24 Approval of the sale of compost at the Wastewater Treatment Plant

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: February 6, 2024

SUBMITTED BY: Jamie Foreman

WHO WILL PRESENT THE ITEM: Arnie Castaneda, Water/Wastewater Director

Summary/Background:

Recommendation:

Approval of the sale of compost at the Wastewater Treatment Plant

Attachments:

- Resolution and supporting documents

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-28-24



CITY OF TRUTH OR CONSEQUENCES

RESOLUTION NO. 39 23/24

A RESOLUTION ESTABLISHING COMPOSTING FEES FOR THE CITY OF TRUTH OR CONSEQUENCES COMPOST

WHEREAS, the City of Truth or Consequences Wastewater Treatment Plant (WWTP) compost meets or exceeds all EPA Class "A" requirements for safe handling and food crop applications; and

WHEREAS, compost may be obtained from the WWTP Compost on Mondays, Tuesdays, Thursdays and Fridays from 9:00 p.m. through 2:00 p.m. or Wednesdays by appointment; and

WHEREAS, a full load Bobcat Bucket consist of 500 lbs., and a John Deere Backhoe Bucket consists of 4,000 lbs., and a 5 gallon bucket consists of 40 lbs.; and

WHEREAS, the City Commission desires to establish fees for compost distribution,

NOW THEREFORE, BE IT RESOLVED that the following fees are established:

Bobcat Bucket:	\$50.00 per load
John Deere Backhoe Bucket:	\$75.00 per load
5 gallon bucket	can be filled free of charge, up to 10 loads per day

It is understood that customers are expected to fill their own buckets.

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this 28th day of February 2024.

Rolf Hechler, Mayor

ATTEST:

Angela A. Torres, City Clerk



City of Truth or Consequences WWTP

PRICING AND WEIGHTS

PRICING

BOBCAT BUCKET: \$50.00 A LOAD

JOHN DEERE BACKHOE: \$75.00 A LOAD

Bobcat Bucket: 500lbs

John Deere Backhoe Bucket: 4000 lbs

Five Gallon Bucket: 40lbs



WHERE TO GET COMPOST

City of T or C WWTP

1595 Animal Shelter Rd, 87901

Hours: Mon, Tues, Thurs, Fri 2-9; Wed
truck fill only with appointment

- Fill your own bucket.
- 5-gallon buckets can be filled free of charge.
- Up to 10 5-gallon buckets can be filled at a time.
- Need a truck load please call ahead to make sure someone is on site. 575-894-7331 (**Please see pricing**)

**CITY OF TRUTH
OR
CONSEQUENCES
WATER &
WASTEWATER**

COMPOST

CLASS "A" COMPOST

The T or C WWTP compost meets or exceeds all EPA Class "A" requirements for safe handling and food crop applications. It may initially retain a slightly pungent natural odor from the composting bacteria. This will dissipate as the compost is soaked-in or blended and watered into the receiving soil.

Utilization of compost will increase plant growth and health while conserving water at the root zone. Please help us continue providing this first-class product for your use by following these guidelines:

How to use Class "A" Compost

- Prepare site for application prior to pick-up. This product should NOT be stock-pile, as the material may be wind-driven beyond the boundaries of your property.
- Apply in the area to be covered, spreading the compost no greater than ½ inch (one half inch) depth. If handling large amounts, the use of a dust mask is suggested.
- If applying to existing lawn or landscape, soak freshly spread compost with water. Continue soaking over the course of the next three (3) days. If amending or developing a new site, large amounts may be blended or backfilled into the existing soils, then watered or mulched over.

If you should have any questions about the product or the composting process, please call us at 575-894-7331

HOW'S IT MADE?

Waste or sludge from the T or C Wastewater Treatment Plant is put on a belt press to de-water. Sludge comes off the belt press at an average of 20% solid.

The 20% sludge solids are then relocated to the composting beds to begin the drying process.

Once windrowed the compost piles start to heat up from biological activity. At this point we begin daily temperature monitoring to ensure proper heat build-up within the pile. After three (3) days of 55° C (131°F) reading or higher the pile is turned and mixed. This process is repeated for a total of 2-3 months.

The last step is sampling. Samples are tested for Total solids and fecal coliforms. This is done at an approved Certified lab. Once the lab results are completed with passing results (EPA 503 Regulations) the compost is then ready to be distributed.

Compost is sent out for independent testing every two (2) months for metals nutrients and organic matter as well as percent moisture and pH.



City of Truth or Consequences WWTP Compost Release Form

Applicant

Name: _____

Address: _____

City: _____ State: _____

Zip code: _____

Phone: _____

Locaton for Compost application

Address: _____

City: _____ State: _____

Zip code: _____

Phone: _____

Generator

City of Truth or Consequences
Wastewater Treatment Plant
1595 Animal Shelter Rd.
Truth or Consequences NM 87901
575-894-7331

Compost meets Class A CFR 503 Federal
Regulations

Pathogen Reduction

Vector Attraction Reduction

Pollutant Limitations

Meets the pollutant concentrations in 503.13(b)
(3), Class A pathogen requirements in 503.323(a)
and the vector attraction reduction requirements
in 503.32(b)(1) through (b)(8)

Applicant Signature: _____

Operator signature: _____

Gross weight: _____ lbs

Batch number _____

Bobcat Bucket: 500lbs

John Deere Backhoe Bucket: 4000 lbs

Five Gallon Bucket: 40lbs



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: February 28, 2024

Agenda Item #: F.4

SUBJECT Publication of Ordinance No. 764 An Ordinance Amending the City of Truth or Consequences Municipal Code of Ordinances, by adding a new section 14-49 establishing Electric Connection Fees

DEPARTMENT: Electric Department

DATE SUBMITTED: February 20, 2024

SUBMITTED BY: Bo Easley, Electric Division Director

WHO WILL PRESENT THE ITEM: Bo Easley, Electric Division Director

Summary/Background:

Publication of Ordinance No. 764 An Ordinance Amending the City of Truth or Consequences Municipal Code of Ordinances, by adding a new section 14-49 establishing Electric Connection Fees

Recommendation:

Publication of Ordinance No. 764

Attachments:

Draft Ordinance

-

Fiscal Impact (Finance): N/A

-

Legal Review (City Attorney): Yes

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 2-28-24

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE NO. 764

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY ADDING A NEW SECTION 14-49 ESTABLISHING ELECTRIC CONNECTION SERVICES AND FEES

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS, CITY COMMISSIONERS OF
THE CITY OF TRUTH OR CONSEQUENCES:

Section one. That section 14-49 of the Code of Ordinances of the City of Truth or
Consequences be added so that such section shall read as follows:

SEC. 14-49. – ELECTRIC CONNECTION SERVICES AND FEES

The following Electric Connection Services are available to new customers or current,
existing customers who desire to upgrade their system:

A. SERVICE UPGRADE:

100 AMP

200 AMP

320 AMP

400 AMP

FACILITIES PROVIDED IN UPGRADE:

1. Install Secondary Wire per service size;
2. Install Transformer per service size;
3. Provide and install 35-foot Lift Pole per service size.

B. PRIMARY LINE EXTENSION:

1. Install 40–50-foot Pole with Aluminum Wire per load;
2. Install Transformer per service size.

C. ADDITIONAL CHARGES AND FEES:

There will be additional charges and fees to Electric Service Upgrades under the
following circumstances:

1. Excavation of hole in excess of Seven (7) feet in depth;
2. Soil or surface conditions that require the use of equipment other than our standard backhoe or;
3. Removal and replacement of surface in paved streets or alleys.

Charges and fees will be based on actual costs of equipment, time, labor, and materials needed to install the City's Service as per a Resolution to be adopted by the City Commission.

No charge will be made for Distribution Transformers under 150 KVA, but a Transformer Installation Charge will be included in the cost of construction.

Section two. Effective date. The provisions of this Amended Ordinance shall become effective _____.

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this ____ day of _____ 2024.

Rolf Hecler, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 28, 2024

Agenda Item #: G.1

SUBJECT: Public Arts Board request for funding for the Carol Plec Sculpture

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: February 22, 2024

SUBMITTED BY: Angela A. Torres

WHO WILL PRESENT THE ITEM: Public Arts Board Members

Summary/Background:

On January 16, 2024 the Public Arts Board made a motion to pay \$9,283.75 out of their Public Arts Boards budget to erect the Carol Plec Sculpture that is to be placed at the Healing Waters Plaza.

Recommendation:

Approval of recommendation.

Attachments:

- 1-16-24 PAB Draft Minutes
- Presentation
- Contract

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-28-2024

2/28/24

Hello Commissioners'

I am Andy Underwood, and am here on behalf of the Public Art Advisory Board. We are here today to request funding to complete a project that the Sierra County Arts Council has in the works, a sculpture to be placed in the Healing Waters Plaza.

The Arts Council approached the Public Art Advisory Board a few months ago seeking permission to place this sculpture at the Healing water plaza. Our board advised them to go before the city Parks and Recreation Board which approved them placing the sculpture in the Plaza. We, the Public Art Advisory Board then came before you the City Commission to seek and did receive final improvement to place the sculpture in the Plaza.

The Sierra County Arts Council appeared back before the Public Art Advisory Board again, this time to request funding to complete this project. The Arts Council has raised approx. \$9,000.00 towards the \$ 18,283.75 needed for this project.

After much discussion the Public Art Advisory Board voted unanimously to suggest to the City Commission allow us to use a portion of the 2% of lodger's tax slated for public art to fund the remainder of this sculpture project going to the Healing Water Plaza.

We are requesting \$ 9,283.75 to be given to the Sierra County Arts Council.

Thank you very much for your time

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC ARTS ADVISORY BOARD
MINUTES**

Tuesday, January 16, 2024

REGULAR MEETING

Regular meeting of the Public Arts Advisory Board of the City of Truth or Consequences, New Mexico to be held on Tuesday, January 16, 2024 at 4:00 p.m. in the City Commission Chambers, 405 W. 3rd St, Truth or Consequences, NM 87901.

ROLL CALL:

Sid Bryan, Tourism - Chairman
Cary "Jagger" Gustin, Sierra County Arts Council – Vice-Chairman
Eduardo Alicea, Art Representative - **Absent**
Andy Underwood, Business Community
Suzanne Carlstedt, Member

ALSO PRESENT:

Tammy Gardner – Executive Assistant
Orrin Hechler – Parks Supervisor
Lisa Gabaldon – Deputy Clerk

1. APPROVAL OF THE AGENDA:

- a. January 16, 2024

Vice-Chairman Gustin made a motion to approve the agenda.
Member Carlstedt seconded the motion.
Motion carried unanimously.

2. APPROVAL OF MINUTES:

- a. October 17, 2023

Member Underwood made a motion to approve the minutes with changes.
Member Carlstedt seconded the motion.
Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC:

There were no comments at this time.

4. OLD BUSINESS:

- a. Discussion/Update: Public Arts Advisory Board Budget Amount

Deputy Clerk Gabaldon advised the board that they have \$18,000 in their fund.

5. NEW BUSINESS:

- a. Discussion/Update: Proposed Sketch for the Carol Plec Sculpture, Susan Buhler

Susan Buhler gave a handout to the board members. (Attached).

Susan stated that she went before the Recreation Board for their approval to put up the sculpture in Healing Waters Plaza. She went on to say that she also went before the City Commission and got their approval as well. She asked for additional funding of \$9280.75 from this board.

b. Discussion/Action: Carol Plec Sculpture Budget, Cary 'Jagger' Gustin

Tammy Garder asked the board if they had an approximate date as to when the project would be completed.

Susan Buhler stated that she is scheduled to talk to the sculptor Kendra Brock to get a breakdown as to how she wants to be paid to do the work. She feels confident that it will be completed this year.

Tammy Gardner stated that when they talk about funding, it will have to be broken up in two different parts if it goes past July 1, 2024. They may be able to get authorization to roll the PO over, but that would only be to pay things up until June 30, 2024. They are unable to fund anything for the next FY; it would be much easier if the project was completed in one fiscal year; it would be less confusing.

Susan Buhler stated that she will have the information to her as soon as possible.

Tammy Gardner went on to explain the fiscal year and how the payouts work to the board. She went on to explain that by going to the Lodger's Tax Board, they are a board that looks for events that will put heads in beds and she's not sure that they would give them money towards the sculpture.

Deputy Clerk Gabaldon advised the board that their best bet would be for the Public Arts board to fund the \$9,283.75 out of their budget and then ask the Lodger's Tax board for funding to get the well up and running, as it is more of a tourist attraction for the city. Once they know how much they will need to fix the cistern, ask the LTAB for the funding to complete that project. She advised them to get estimates beforehand.

Member Underwood made a motion to pay the remaining balance of \$9,283.75 out of their \$18,000 budget in order to erect the Carol Plec Sculpture.

Member Carlstedt seconded the motion.

Motion carried unanimously.

6. REPORTS FROM THE BOARD:

Vice-Chairman Gustin stated that he is on the agenda for the museum board to ask them if they're interested in helping them to use their well that is out front. He also called the state engineers office and all of the filings are correct; it's ready to go as long as the museum agrees.

7. REPORTS FROM STAFF:

OJ Hechler thanked the board for taking the steps in going to the Recreation board and the City Commission. It really takes the pressure off of him when he knows that it has been approved and it's going in a City Park.

8. SET TIME, PLACE AND DATE FOR NEXT MEETING:

Deputy Clerk Gabaldon advised the board that the next meeting is scheduled for Tuesday, April 16, 2024 at 4pm.

9. ADJOURN

Member Underwood made a motion to adjourn the meeting.

Member Carlstedt seconded the motion.

Motion carried unanimously

PASSED AND APPROVED this 16th day of April 2024.

Sid Bryan, Chairman

Kendra Grace Brook
737 Cordova PL NW
Albuquerque, NM 87107
541-514-4605. kendragbrook@gmail.com

Education

Bachelor of Fine Arts 1999
East Carolina University
Greenville, North Carolina

Ceramics Department 1994-1996
University of New Mexico
Albuquerque, New Mexico

Additional Education

2023 Down on the Farm Iron Pour
Decorah, Iowa

1999-2019 Mesalands Annual Iron Pour and Art Show
Mesalands Technical Community College, Tucuman, NM

2001 Iron Rodeo
Iron Casting Residency
Maryhill Museum of Art, Maryhill, Washington

1999 Baltic Abroad Iron Casting
Estonia, Latvia, Lithuania, Russia

1999 Public Art Session
Penland School of Crafts, Penland, NC

1999 Sloss Metal Arts
Conference and Iron Pour
Birmingham, Alabama

1999 National Council on Education for the Ceramic Arts Conference
Columbus, Ohio

1998 International Conference on Contemporary Cast Iron Art
Johnson Atelier, Mercerville, NJ

Grants/Awards

2023. New Mexico Arts
New Mexico Only Purchase Initiative

2020 Windows on the Future
Albuquerque, New Mexico

2015 Designers Choice Winner
Metamorphose Fashion Show, Eugene, Oregon

2006 Art in Public Places TIME Project
Taos, New Mexico

Kendra Grace Brock
737 Cordova PL NW
Albuquerque, NM 87107
541-514-4605. kendragbrock@gmail.com

Education

Bachelor of Fine Arts 1999
East Carolina University
Greenville, North Carolina

Ceramics Department 1994-1996
University of New Mexico
Albuquerque, New Mexico

Additional Education

2023 Down on the Farm Iron Pour
Decorah, Iowa

1999-2019 Mesalands Annual Iron Pour and Art Show
Mesalands Technical Community College, Tucumcari, NM

2001 Iron Rodeo
Iron Casting Residency
Maryhill Museum of Art, Maryhill, Washington

1999 Baltic Abroad Iron Casting
Estonia, Latvia, Lithuania, Russia

1999 Public Art Session
Penland School of Crafts, Penland, NC

1999 Sloss Metal Arts
Conference and Iron Pour
Birmingham, Alabama

1999 National Council on Education for the Ceramic Arts Conference
Columbus, Ohio

1998 International Conference on Contemporary Cast Iron Art
Johnson Atelier, Mercerville, NJ

Grants/Awards

2023. New Mexico Arts
New Mexico Only Purchase Initiative

2020 Windows on the Future
Albuquerque, New Mexico

2015 Designers Choice Winner
Metamorphose Fashion Show, Eugene, Oregon

2006 Art In Public Places TIME Project
Taos, New Mexico

2004 Grants for Artists Projects
Seattle, Washington

Solo Exhibitions

1999. "Therefore, I must breathe"
Kinston Arts Council, Kinston, NC

2005 "Here /There" Installation
Fort 508 Gallery, Albuquerque, NM

2004 "afterbirth" Installation
The Walls Gallery, Albuquerque, NM

2003 "Evola" Installation
Post Alley Outdoor Sculpture Space, Seattle, Washington

2002 "Disintegration" Installation
Post Alley Outdoor Sculpture Space, Seattle, Washington

Group Exhibitions

2020 "Windows on the Future"
Albuquerque, NM

2015 "Metamorphose" Fashion Show
Eugene Oregon

2014 "Metamorphose" Fashion Show
Eugene, Oregon

2009 "The Artists of Artech"
The Dexter Gallery, Seattle, Washington

2009 "Urban Forest Project"
Albuquerque, NM

2009 "Irresistible"
Downtown Contemporary Arts Center, Albuquerque, NM

2008 "Way of the Dead"
Downtown Contemporary Arts Center, Albuquerque, NM

2006 "High UV"
The Land Sculpture Site, Mountainair, NM

2004 "She-Show"
Downtown Contemporary Art Center, Albuquerque, NM

2003 "Outdoor Sculpture Invitational"
Maryhill Museum of Art, Goldendale, Washington

2002 "People" Two person show
Blue Heron Arts Center, Vashon Island, Washington

1999 "Downtown Window Project"
Installation at Kimo Theatre space, Albuquerque, NM

Coral
PWC



ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and Sierra County Arts Council (Public Arts Advisory Board Partial Funding for Healing Waters Plaza Sculpture), herein referred to as “Contractor”.

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodgers Tax funds to the Contractor to aid the Contractor’s promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of \$9,000.00 to the Contractor for a one (1) year period commencing on February 28, 2024 and continuing through June 30, 2024.
2. **The Contractor shall:**
 - a. Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the fairgrounds, civic center, museums, convention center and other City and area resources and attractions.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodgers Tax Board) in the Contractor’s application for Lodgers Tax Funds. The Scope of Work is set forth within the application.
3. **Fund Expenditures:** Funding under this contract is from Lodgers Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
 - a. The City and the Lodgers Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. All invoices must be turned into the City Manager’s Office no later than the last business day of **May 2024**.

- d. Invoices submitted after that date **WILL NOT BE PAID!** All unspent funds will revert to the City's Lodgers Tax Fund to be used for any purpose the City may deem eligible.
 - e. Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or 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.
8. **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 at cost 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 or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her 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.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodgers Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodgers Tax Advisory Board and City thereto: Provided, however, that 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.

11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, 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.
14. **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.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. 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 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 applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitation or advertisements 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.
 - c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the

foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. 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/her 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.
- f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, 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.
- g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract 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 subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. 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.

17. Access to Records:

- a. 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 and transcriptions.

- b. 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.

-
- 18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
 - 19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
 - 20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
 - 21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
 - 22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.
 - 23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
 - 24. **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.
 - 25. **Interest of other Local Public Officials -** No member of the governing body of the City and no other public official 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.

26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Angela Gonzales, City Manager

Date

Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

For a recipient of Lodgers Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodgers Tax, the following must be strictly adhered to:

Please initial each requirement:

- _____ PAID invoices must be presented to the City Manager's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.
- _____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodgers Tax Advisory Board and approved by the City Manager.
- _____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodgers Tax award.
- _____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)
Designee No. 1: _____ Phone No. _____
Designee No. 2: _____ Phone No. _____
- _____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.
- _____ Reports are due 90 days after a project/event is completed. It is the responsibility of the Contractor to get reports in on time.
- _____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodgers Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2024

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 28, 2024

Agenda Item #: G.2

SUBJECT: Discussion/Action – Solid Waste Cost of Service and Rate Design Study

DEPARTMENT: Community Development

DATE SUBMITTED: February 23, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: David Yanke - NewGen Strategies & Solutions, LLC

Summary/Background:

Cost of service and rate design study has been completed for Solid Waste Hauling and Collection Services

Recommendation:

Accept and Approve the Study

Attachments:

- Solid Waste Cost of Service and Rate Design Study

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 2-28-24

FINAL REPORT

SOLID WASTE COST OF SERVICE AND RATE DESIGN STUDY

JANUARY 2024



www.newgenstrategies.net

NewGen
Strategies & Solutions
Parkhill

Prepared for:
City of Truth or Consequences
505 Sims
Truth or Consequences, NM 87901

© 2024 NEWGEN STRATEGIES AND SOLUTIONS, LLC

[THIS PAGE INTENTIONALLY LEFT BLANK.]

Blank pages have been included to facilitate double-sided printing.



8140 North Mopac Expressway
Suite 1-240
Austin, TX 78759
Phone: (512) 806-7713

January 31, 2024

Ms. Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims
Truth or Consequences, NM 87901

Subject: Solid Waste Cost of Service and Rate Design Study – Final Report

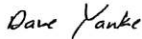
Dear Ms. Alvarez:

The Project Team of Parkhill and NewGen Strategies and Solutions, LLC (NewGen), as a subcontractor to Parkhill, is pleased to submit the enclosed report to the City of Truth or Consequences (City) detailing the analysis and conclusions resulting from the Solid Waste Cost of Service and Rate Design Study (Study). The Study equitably distributes costs between the appropriate customer classes, and designs rates to safeguard the financial integrity of the solid waste utility, while ensuring that the rate structure is fair to all customer classes.

We appreciate the opportunity to assist the City of Truth or Consequences in this engagement. In addition, we would like to express our sincere appreciation to you and your staff for supplying the needed information and data. Please contact us if you have any questions concerning this Study.

Sincerely,

NewGen Strategies and Solutions, LLC

DocuSigned by:

500E94C76CC84BC...
Dave Yanke
President

Parkhill

DocuSigned by:

628FC65525C5422...
Michael Crepeau, P.E.
Senior Associate

Table of Contents

Section 1 Introduction	1-1
Background.....	1-1
Current Solid Waste Services and Rates	1-1
Residential Cart Service	1-1
Commercial Cart Service.....	1-2
Commercial Dumpster Collection (Refuse).....	1-2
Commercial Dumpster Collection (Recycle)	1-3
Collection Center	1-3
Project Approach.....	1-3
Data Request.....	1-3
Project Meetings.....	1-4
Section 2 Cost of Service Analysis	2-1
Methodology Overview.....	2-1
Development of the Revenue Requirement	2-2
Selection of the Test Year	2-2
Development of the Revenue Requirement Forecast	2-2
Allocation to Customer Classes.....	2-4
Determination of Billing Units.....	2-5
Poly Cart Collection.....	2-5
Commercial Dumpster Collection (Refuse).....	2-6
Commercial Dumpster Collection (Recycle)	2-6
Collection Center	2-7
Disposal.....	2-7
Calculation of the Cost of Service	2-7
Poly Cart Collection Service	2-8
Commercial Dumpster Collection.....	2-9
Collection Center	2-10
Section 3 Key Findings and Recommendations	3-1
Revenue Reconciliation from Current Rates	3-1
Rate Recommendations	3-1
Proposed Poly Cart Rates.....	3-1
Proposed Commercial Dumpster Rates.....	3-1
Proposed Collection Center Rates	3-2
Revenue Recovery from Proposed Rates	3-3

Table of Contents

List of Tables

Table 1-1 Residential Cart Service.....	1-1
Table 1-2 Commercial Cart Service.....	1-2
Table 1-3 Commercial Dumpster Service.....	1-2
Table 1-4 Commercial Classes.....	1-2
Table 1-5 Collection Center Current Rates	1-3
Table 2-1 Inflation Factors	2-2
Table 2-2 Capital Improvement Plan/Rolling Stock	2-3
Table 2-3 Debt.....	2-3
Table 2-4 Solid Waste Revenue Requirement Forecast.....	2-3
Table 2-5 Revenue Requirement by Service Category.....	2-4
Table 2-6 Recovery Basis for Service Categories	2-5
Table 2-7 Poly Cart Units.....	2-5
Table 2-8 Commercial Refuse Dumpsters Carts Billing Units Forecast.....	2-6
Table 2-9 Commercial Recycle Dumpsters Billing Units Forecast.....	2-6
Table 2-10 Collection Center Billing Units Forecast.....	2-7
Table 2-11 Tonnage Forecast.....	2-7
Table 2-12 Poly Cart Revenue Requirement.....	2-8
Table 2-13 Poly Cart Monthly Cost of Service.....	2-8
Table 2-14 Commercial Dumpsters Revenue Requirement and Cost of Service.....	2-9
Table 2-15 Example Monthly Cost of Service	2-10
Table 2-16 Collection Center Revenue Requirement and Cost Per Ton	2-10
Table 3-1 Revenue Recovery from Current Rates.....	3-1
Table 3-2 Proposed FY 2025 Commercial Refuse Dumpster Rates	3-2
Table 3-3 FY 2025 Commercial Recycle Dumpster Proposed Rates	3-2
Table 3-4 FY 2025 Collection Center Proposed Rates.....	3-3
Table 3-5 Revenue Recovery from Proposed Rates.....	3-3

Appendix

List of Schedules

- Schedule 1: Test Year
- Schedule 2: 10-Year Capital Improvement Plan
- Schedule 3: Rolling Stock
- Schedule 4: Debt
- Schedule 5: Five-Year Forecast
- Schedule 6: Revenue Requirement Summary
- Schedule 7: Poly Cart Cost of Service
- Schedule 8: Dumpster Refuse and Recycle Cost of Service
- Schedule 9: Collection Center Cost of Service
- Schedule 10: Over/(Under) at Current Rates
- Schedule 11: Dumpster Proposed Rates
- Schedule 12: Collection Center Proposed Rates
- Schedule 13: Over/(Under) at Proposed Rates
- Schedule 14: Reserves

©2024 NewGen Strategies and Solutions, LLC

Section 1

INTRODUCTION

In February of 2023, the City of Truth or Consequences (City) retained the Project Team of Parkhill and NewGen Strategies and Solutions, LLC (NewGen), as a subcontractor to Parkhill, to conduct a Solid Waste Cost of Service and Rate Design Study (Study or Report) for the Solid Waste Department (Department or Utility). The purpose of this Report is to determine the cost of providing solid waste services, equitably distribute the costs to the appropriate customer classes, and design rates to safeguard the financial integrity of the Utility.

This section of the Report describes the solid waste services provided by the City of Truth or Consequences. For each of these services (also called service categories), NewGen identified the cost of providing each of these services.

Background

The City of Truth or Consequences' Solid Waste Department currently provides solid waste collection services to approximately 3,076 residential customers via automated side load cart collection, as well as commercial refuse customers, via rear-load dumpsters and automated side load cart collection.

The Department is a self-supporting enterprise fund and revenues are derived primarily from solid waste user fees. This revenue must adequately fund operations, debt service, and cash funded capital outlays (both rolling stock and infrastructure related).

Current Solid Waste Services and Rates

Solid waste services provided by the City include the following:

Residential Cart Service

Residential services provided by the City include weekly residential refuse cart collection serviced via automated side load collection vehicles. The City provides one 95-gallon cart to every residential property with cart service in the City at a current rate of \$34.69 per month. Residential customers can also opt for additional carts. As part of this monthly user fee, all residents receive once per week refuse (garbage) collection.

Table 1-1
Residential Cart Service

Cart Type	Rates
95 gallons	\$34.69
Additional Cart Fee	\$17.37

Commercial Cart Service

The City offers a cart collection service for commercial customers. Commercial customers can opt for a minimum of one 95-gallon cart. The current rates are listed in Table 1-2.

**Table 1-2
Commercial Cart Service**

Cart Type	Rates
95 gallons	\$50.22
Additional Cart Fee	\$25.10

Commercial Dumpster Collection (Refuse)

The City also offers refuse dumpster collection service for commercial customers. Customers can choose either a 1.5 or 3 cubic yard dumpster container, to be serviced up to six times per week. The current rates for service are shown in Table 1-3.

**Table 1-3
Commercial Dumpster Service**

Commercial Classes	Rates
Class 1	\$69.57
Class 2	\$110.87
Class 3	\$162.40
Class 4	\$217.50
Class 5	\$626.27

The current monthly commercial rates are based on commercial class designations. The current commercial class designations are shown in Table 1-4.

**Table 1-4
Commercial Classes**

Commercial Classes	Description
Class 1	Lodges (fraternal) without bars, churches, beauty shops, barber shops, T.V. shops, rock shops, jewelry stores, accounting, legal, medical, real estate, insurance, dental offices, and miscellaneous small shops. Motels, hotels, and apartments with fewer than 10 units and RV Parks with fewer than 10 spaces.
Class 2	Lodges (fraternal) without bars, package stores without bars, service stations, garages, small grocery stores, body shops, small cafes, laundries, florists, and small merchandising businesses. Motels, hotels, and apartments with 10 to 20 units and RV Parks with 10 to 20 spaces.
Class 3	Bars and package stores in conjunction with bars, medium sized store buildings, medium sized restaurants and cafes and governmental offices. Motels, hotels, and apartments with 21 to 30 units and RV Parks with 21 to 30 spaces.
Class 4	Department stores, drug stores and banks. Motels, hotels, and apartments with 31 to 40 units and RV Parks with 31 to 40 spaces.
Class 5	Large restaurants, large grocery stores, hospitals, trailer parks. Motels, hotels, and apartments with more than 40 units and RV Parks with more than 40 spaces.

Commercial Dumpster Collection (Recycle)

Additionally, the City offers a recycling dumpster collection service for commercial customers. Customers can choose either a 1.5 or 3 cubic yard dumpster container, to be serviced up to six times per week. The City does not currently charge a fee for this service.

Collection Center

The City also operates a collection center for residents, private haulers, commercial waste haulers, small C&D (construction and demolition) loads, yard waste, and tree branches. The current rates for the collection center are shown in Table 1-5.

Table 1-5
Collection Center Current Rates

Categories		Drop-Off Tiers				
Residential	0-200 lbs	201-400 lbs	401-600 lbs	601-800 lbs	801+ lbs (per ton)	
MSW	\$6.00	\$11.22	\$13.32	\$18.84	\$60.00	
Yard waste	\$6.00	\$11.22	\$13.32	\$18.84	\$60.00	
Commercial	0-100 lbs	101-350 lbs	351-650 lbs	651-1,000 lbs	1,001-1,999 lbs	2,000+ lbs (per ton)
C&D	\$20.00	\$30.00	\$40.00	\$50.00	\$60.00	\$65.00
Yard waste	\$20.00	\$30.00	\$40.00	\$50.00	\$60.00	\$65.00
Tree Branches	0-200 lbs	201-400 lbs	401-600 lbs	601+ lbs (per ton)		
	\$3.50	\$7.00	\$10.50	\$35.00		

Project Approach

The goal of a cost of service and rate design study is to determine the solid waste fees required to adequately recover the costs of providing services. NewGen developed a series of key tasks that provided the foundation for the conduct of the Study. The methodology is discussed in Section 2 of this report. NewGen utilized the following sources of information regarding the City's current system and financial requirements.

Data Request

NewGen submitted a detailed data request to the City to collect historical and background information on operations and practices. The information requested included:

- Detailed Financial Reports and Budgets
- Solid Waste Policies and Ordinances
- Customer and Container Counts
- Personnel Rosters
- Solid Waste Tonnage Reports
- Fleet Inventory Operating Costs

Project Meetings

The Project Team of Parkhill and NewGen held a kickoff meeting with City staff to initiate the Study. This meeting served as a forum to confirm the scope of services, discuss the data already collected, and finalize the solid waste and recycling service categories to be analyzed in the cost-of-service analysis.

Parkhill and NewGen also held numerous virtual meetings with the City staff throughout the course of the project to discuss, plan, and finalize the cost of service analysis.

Section 2

COST OF SERVICE ANALYSIS

This section describes the tasks involved in conducting the solid waste cost of service analysis for the City. Before describing each of the tasks in detail, NewGen has provided below a brief overview of the overall cost of service analysis methodology. This section of the Report also quantifies the cost of service-based rates for solid waste services.¹

Methodology Overview

This overview provides the background necessary to understand how data compiled in each task provides the information required to determine the cost of service and fees required to recover the cost of service.

- **Development of the “Test Year”** – The first task in conducting the cost-of-service analysis is the development of an annual revenue requirement for a Test Year. The revenue requirement represents the total revenue that the solid waste operation will need to recover during a year to fund all expenses incurred in providing solid waste services. NewGen worked with City staff to select a period FY (Fiscal Year) 2024 that reflected the most recent budget, adjusted for one-time expenditures, etc. so as to reflect the “normal” annualized costs of operating the solid waste utility.
- **Development of the Revenue Requirement Forecast** – After developing the revenue requirement for the Test Year, NewGen worked with City staff to project changes in costs due to inflation, salary increases, new equipment, customer growth, etc. This resulted in the five-year revenue requirement forecast. NewGen’s cost of service and rate design forecast was focused on a five-year period (FY 2024 – FY 2028).
- **Allocation of Costs to Service Categories** – NewGen worked with City staff to assign and allocate costs to the appropriate service categories. The service categories represent the primary solid waste services provided by the City and are listed in this section of the Report, titled Allocation of Costs to Service Categories.
- **Allocation to Customer Classes** – NewGen grouped the service categories based on the customer classes that will recover each service categories’ costs. The customer classes include poly cart customers, commercial dumpster customers, and collection center customers.
- **Determination of Billing Units** – NewGen identified the appropriate billing units for each customer class. For example, the poly cart customers are charged per poly cart, so the number of poly carts are utilized as the billing units for this customer class.
- **Calculation of the Cost of Service** – NewGen distributed the costs for each customer class across the appropriate number of billing units to determine the cost of service for each customer class.

¹ It is important to note that the cost of service based rate may not be the actual rate charged, but it is an essential component in establishing the rates charged residential and commercial customers based on both the cost of the services, operational considerations, and City policy.

Development of the Revenue Requirement

Selection of the Test Year

In developing the Test Year revenue requirement for the City, NewGen used the FY 2024 interim budget as the basis for the Test Year. NewGen compared the FY 2024 interim budget to historical expenses and budgets for FY 2021 and FY 2022. Through this comparison and with input from City staff, NewGen made adjustments to ensure that the Test Year would reflect expenses that occur on a regular basis. All adjustments to the FY 2024 interim budget made in developing the Test Year are detailed in Appendix, Schedule 1.

Development of the Revenue Requirement Forecast

In addition to developing the Test Year revenue requirement, NewGen forecasted the annual revenue requirement for FY 2024 through FY 2028. In order to develop this forecast, NewGen projected how costs would change over the years due to a variety of different inflation factors. The assumptions used to develop the five-year forecast include the annual inflation factors shown in Table 2-1. These factors were developed based on NewGen's experience in the conduct of financial forecasts, along with input from City staff.

Table 2-1
Inflation Factors

Inflation Factor	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
General	0.0%	2.5%	2.5%	2.5%	2.5%
Labor	0.0%	4.0%	4.0%	4.0%	4.0%
Benefits	0.0%	4.0%	4.0%	4.0%	4.0%
Utilities	0.0%	5.0%	5.0%	5.0%	5.0%
Capital Projects	0.0%	5.0%	5.0%	5.0%	5.0%
None	0.0%	0.0%	0.0%	0.0%	0.0%

Capital Improvement Plan

The revenue requirement incorporates funding for the Utility's capital improvement plan scheduled to occur during the FY 2024 – FY 2028 forecast. Currently, the Utility has a number of capital expenses forecasted. These capital expenses include the collection center's registration renewal, tipping floor improvements, and scale house facility improvements. NewGen has also incorporated a rolling stock replacement schedule in the capital improvement plan. The City should closely monitor the age of their fleet and assess whether the forecasted costs for vehicle replacement are sufficient on an annual basis. To the extent that additional capital projects should be considered, the proposed rates may need to be increased beyond NewGen's recommendations in Section 3.

Table 2-2 summarizes the capital improvement plan and 5-year average annual rolling stock replacement costs forecasted for FY 2024 – FY 2028. A detailed capital improvement plan and rolling stock replacement forecast are provided in Appendix, Schedule 2 and Schedule 3.

Table 2-2
Capital Improvement Plan/Rolling Stock

	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Rolling Stock	\$236,322	\$236,322	\$236,322	\$236,322	\$236,322
Collection Center Registration Renewal	20,800	-	-	-	-
Solid Waste Tipping Floor Improvements	-	135,000	-	-	-
Solid Waste Scale House Facility Improvements	-	-	35,000	-	-
Total	\$257,122	\$371,322	\$271,322	\$236,322	\$236,322

Debt

The revenue requirement also incorporates any existing debt issues of the Utility. To the extent that any additional debt is issued, the proposed rates may need to be increased beyond NewGen's recommendations in Section 3.

Table 2-3 lists the Utility's current Capital One Public Funding debt issue for FY 2024 – FY 2028. A debt schedule is provided in Appendix, Schedule .

Table 2-3
Debt

Capital One Public Funding	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Principal	\$105,000	\$110,000	\$110,000	\$-	\$-
Interest Payment 1	6,419	4,345	2,173	-	-
Interest Payment 2	6,419	4,345	2,173	-	-
Total Payment	\$117,838	\$118,690	\$114,345	\$-	\$-

Revenue Requirement

Table 2-4 shows the revenue requirement for the five-year forecast. The detailed composition of the forecast is provided in Appendix, Schedule 5.

Table 2-4
Solid Waste Revenue Requirement Forecast

	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Total Revenue Requirement	\$2,101,950	\$2,325,231	\$2,300,946	\$2,235,231	\$2,322,601

Section 2

The City provides a wide variety of solid waste services to its customers. To determine the cost for each service, there is a need to allocate costs to service categories that represent the primary solid waste services provided. These categories were determined through a detailed series of discussions with City staff and are shown below.

- Poly Cart Collection
- Commercial Dumpster Trash Collection
- Commercial Dumpster Recycling Collection
- Cart Maintenance & Delivery
- Disposal/Hauling
- Collection Center – Garbage
- Administration
- Collection Center – Recycling

Identification of the total costs for each service category was a critical step in determining adequate rates that reflect the cost of providing the various services. These costs were isolated by service category in order to fully recover the total revenue requirement by matching those customers that utilize the service with the actual cost for that service. Table 2-5 identifies the cost of providing each service for FY 2024 through FY 2028.

Table 2-5
Revenue Requirement by Service Category

Service Category	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Poly Cart	\$152,736	\$156,242	\$162,195	\$151,998	\$157,433
Commercial Dumpster Trash Collection	350,724	355,026	364,784	338,427	347,098
Commercial Dumpster Recycling Collection	84,333	85,366	87,713	81,376	83,463
Cart Maintenance & Delivery	64,287	66,059	67,897	69,804	71,782
Disposal/Hauling	590,133	656,059	692,306	730,556	770,920
Collection Center - Garbage Operations	308,707	437,678	335,277	274,967	281,777
Administration	313,627	326,100	338,988	352,303	366,061
Collection Center - Recycling, etc.	237,404	242,701	251,786	235,799	244,066
Total Revenue Requirement	\$2,101,950	\$2,325,231	\$2,300,946	\$2,235,231	\$2,322,601

1. Any minor arithmetic deviation is due to rounding.

Allocation to Customer Classes

After calculating the costs for each service category over the five-year period, NewGen allocated the costs for the various service categories to each respective customer class. This process identifies the appropriate customers to be charged for each service provided. Table 2-6 identifies how the service categories were grouped and the cost recovery basis for each service category.

Table 2-6
Recovery Basis for Service Categories

Service Category	Recovery Basis
Poly Cart	Poly Cart Collection
Commercial Dumpster Trash Collection	Commercial Refuse Dumpsters
Commercial Dumpster Recycling Collection	Commercial Recycling Dumpsters
Cart Maintenance & Delivery	Poly Cart Collection
Disposal/Hauling	Distributed to customer classes based on tons disposed by each class.
Collection Center - Garbage Operations	Distributed to customer classes based on tons disposed by each class.
Administration	Distributed to all customer classes based on revenue requirement ¹
Collection Center - Recycling, etc.	Poly Cart Collection

1. Costs are distributed proportionally based on the customer classes respective portion of the revenue requirement.

Determination of Billing Units

In order to calculate the appropriate rates, NewGen determined the number of annual billing units for the various customer classes. NewGen received billing data for each customer class from City staff and determined the cost of service by dividing the revenue requirement for each service category by the appropriate number of billing units. In general, billing unit forecasts were provided by City staff.

Poly Cart Collection

In most cases, the number of households represents the most appropriate billing unit for the purpose of recovering the cost of service for poly carts. The projected poly cart units for the five-year forecast are shown in Table 2-7. The poly cart unit growth projections shown in Table 2-7 assume a 0.5% annual growth. These growth projections were developed by City staff based on historical customer growth patterns and are conservative.

Table 2-7
Poly Cart Units

	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Poly Cart Units	3,189	3,204	3,220	3,236	3,252

Commercial Dumpster Collection (Refuse)

The City provides commercial customers with refuse collection via dumpsters up to 3 cubic yards in size. The City bills these customers a monthly fee based upon their designated customer class. The City requested NewGen to come up with a monthly fee based on the size of the container collected, the frequency of collection, and the number of containers.² Therefore, the billing units for commercial refuse collection consist of three components:

- **Number of Containers:** Used to recover administration costs.
- **Annual Collections:** Used to recover the cost of collection operations.
- **Annual Disposal Capacity:** Measured in cubic yards and used to recover disposal costs based on cubic yards (CY) of container capacity.

Table 2-8 shows the projected billing units for the commercial dumpsters.

Table 2-8
Commercial Refuse Dumpsters Carts Billing Units Forecast

Billing Units	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Commercial Refuse Dumpsters	372	372	372	372	372
Annual Dumpster Collections	59,696	59,696	59,696	59,696	59,696
Dumpster Disposal Capacity (CY)	156,702	156,702	156,702	156,702	156,702

Commercial Dumpster Collection (Recycle)

The City provides commercial customers with recycling collection via dumpsters up to 3 cubic yards in size. The City does not bill these customers a monthly fee. The City requested NewGen to come up with a monthly fee based on the size of the container collected, the frequency of collection, and the number of containers. The City sells the collected recycling materials and is not charged a processing fee. Therefore, the billing units for commercial recycle collection consist of two components:

- **Number of Containers:** Used to recover administration costs.
- **Annual Collections:** Used to recover the cost of collection operations.

Table 2-9 shows the projected billing units for the commercial recycle dumpsters.

Table 2-9
Commercial Recycle Dumpsters Billing Units Forecast

Billing Units	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Commercial Recycling Dumpsters	90	90	90	90	90
Annual Dumpster Collections	9,152	9,152	9,152	9,152	9,152

² In conversations between NewGen and City staff, NewGen mentioned that the current commercial dumpster billing methodology used by T or C is not standard within the industry. Therefore, the City asked that NewGen develop a billing structure for dumpsters that was common within the industry. The methodology described on the following pages is standard within the industry, and one that Mr. Dave Yanke, the project manager for this Study, has used for countless clients over the past 25+ years.

Collection Center

Additionally, the City also operates a collection center for residents, private haulers, commercial waste haulers, small commercial and demolition (C&D) loads, yard waste, and tree branches.³ The billing units for the collection center consists of two different billing factors:

- Pounds of waste brought to the collection center that are billed using the tiered rate structure.
- Tons brought to the collection center that are billed using the per ton rate.

Table 2-10 shows the projected billing units for the collection center.

Table 2-10
Collection Center Billing Units Forecast

Billing Units	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Annual Tiered Tonnage (billed in pounds)	1,016	1,021	1,026	1,031	1,036
Annual Per Ton Tonnage	4,214	4,235	4,256	4,278	4,299
Annual Collection Center Tonnage	5,230	5,256	5,282	5,309	5,335

1. Any minor arithmetic deviation is due to rounding.

Disposal

Disposal units are based on the annual tons delivered to the SCSWA landfill. The projected annual tons being disposed of, by customer class, are shown in Table 2-11. The projections were developed based on the annual growth rate assigned to each collection service.

Table 2-11
Tonnage Forecast

	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Disposal Tonnage					
Poly Carts	2,401	2,413	2,425	2,437	2,449
Commercial Refuse Dumpster	1,630	1,638	1,646	1,654	1,663
Commercial Recycling Dumpster	0	0	0	0	0
Collection Center	5,230	5,256	5,282	5,309	5,335
Total Disposal Tonnage ¹	9,261	9,307	9,353	9,400	9,447

1. Any minor arithmetic deviation is due to rounding.

Calculation of the Cost of Service

NewGen determined the cost of service for each of the solid waste services provided by the City. It is important to note that the cost of service based rates are not necessarily the rates NewGen recommends be adopted by the City. In Section 3 of this report, NewGen provides its rate guidelines and

³ All solid waste delivered to the Collection Center is then loaded on to 18-wheeler long-haul trucks and transported to South Central Solid Waste Authority's (SCSWA) landfill in Las Cruces for disposal.

Section 2

recommendations based on the following factors: NewGen's cost of service analysis; the City's policies; and NewGen's solid waste rate experience.

Poly Cart Collection Service

The total poly cart service revenue requirement for the five-year forecast is shown in Table 2-12. A detailed examination of the residential revenue requirement in each year of the forecast is provided in Appendix, Schedule 7.

The total poly cart revenue requirement includes:

- All direct costs identified in Table 2-5.
- A proportional share of the administration costs (based on the percentage of the total revenue requirement the direct costs represent).
- A proportional share of disposal costs (based on the percentage of total tonnage poly cart collection service represents).
- A proportional share of collection center – garbage operations costs (based on the percentage of total tonnage poly cart collection service represents).
- Collection center recycling costs (based on the rationale that the collection center is mainly for residents to drop-off recycling).

Table 2-12 shows the projected revenue requirement for poly cart customers.

Table 2-12
Poly Cart Revenue Requirement

Service Category	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Poly Cart	\$152,736	\$156,242	\$162,195	\$151,998	\$157,433
Cart Maintenance & Delivery	64,287	66,059	67,897	69,804	71,782
Disposal/ Hauling	152,999	170,091	179,489	189,406	199,870
Administration	120,563	122,107	129,290	134,396	139,613
Collection Center - Garbage Operations	80,036	113,473	86,925	71,288	73,054
Collection Center - Recycling, etc.	237,404	242,701	251,786	235,799	244,066
Total Revenue Requirement¹	\$808,026	\$870,674	\$877,582	\$852,691	\$885,819

1. Any minor arithmetic deviation is due to rounding.

The monthly cost of service for residential customers is shown in Table 2-13.

Table 2-13
Poly Cart Monthly Cost of Service

Service Category	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
95-gallon cart	\$21.11	\$22.65	\$22.71	\$21.96	\$22.70

1. Any minor arithmetic deviation is due to rounding.

Commercial Dumpster Collection

The total commercial dumpster revenue requirement and cost of service are shown in Table 2-14. The detail is provided in Appendix, Schedule 8. The total dumpster collection revenue requirement includes:

- All direct costs identified in Table 2-5.
- A proportional share of the administration costs (based on the percentage of the total revenue requirement the direct costs represent).
- A proportional share of disposal costs (based on the percentage of total tonnage dumpster collection service represents).
- A proportional share of collection center – garbage operations costs (based on the percentage of total tonnage dumpster collection service represents).

Table 2-14
Commercial Dumpsters Revenue Requirement and Cost of Service

Service Category	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Commercial Trash Collection	\$350,724	\$355,026	\$364,784	\$338,427	\$347,098
Commercial Recycling Collection	84,333	85,366	87,713	81,376	83,463
Disposal/ Hauling	103,852	115,454	121,833	128,564	135,667
Administration	104,038	103,234	109,427	111,655	115,217
Collection Center - Garbage Operations	54,327	77,023	59,002	48,389	49,587
Total Revenue Requirement	\$697,274	\$736,103	\$742,759	\$708,412	\$731,032
Billing Units	462	462	462	462	462
Annual Collections	68,848	68,848	68,848	68,848	68,848
Annual Capacity	156,702	156,702	156,702	156,702	156,702
Container Cost	\$18.77	\$18.62	\$19.74	\$20.14	\$20.78
Cost per Collection	\$7.11	\$7.52	\$7.43	\$6.80	\$6.97
Disposal Cost per Cubic Yard	\$0.66	\$0.74	\$0.78	\$0.82	\$0.87

1. Any minor arithmetic deviation is due to rounding.

To determine the monthly cost of service for a refuse container, the different component costs should be summed as follows:

- Cost per Container: \$18.77 per month (in FY 2024) for administrative costs for each dumpster; PLUS
- Cost per Collection: \$7.11 (in FY 2024) times the number of collections per week, times 4.33;⁴ PLUS
- Cost per Cubic Yard of Capacity: \$0.66 (in FY 2024) times the capacity of the container times the number of collections per week, times 4.33.

To determine the monthly cost of service for a recycle container, the different component costs should be summed as follows:

- Cost per Container: \$18.77 (in FY 2024) for each dumpster PLUS
- Cost per Collection: \$7.11 (in FY 2024) times the number of collections per week, times 4.33.⁴

⁴ 52 weeks per year / 12 months = 4.33 weeks per month

Section 2

The example below utilizes the components listed above to generate a monthly cost of service for a 1.5 CY dumpster collected 3 times per week.

Table 2-15
Example Monthly Cost of Service

Cost Component	Cost per Unit	Multiplier	Totals
Container Cost	\$18.77/container	1 container * 3	\$18.77 ¹
Collection Cost	\$7.11/collection	3 collections per week * 4.33	\$91.70 ¹
Disposal Cost	\$0.66/CY of capacity	1.5 CY container * 3 collections per week * 4.33	\$12.82 ¹
Monthly cost to serve 1.5 CY refuse container 3 times per week			\$123.29
Container Cost	\$18.77/container	1 container * 3	\$18.77 ¹
Collection Cost	\$7.11/collection	3 collections per week * 4.33	\$91.70 ¹
Monthly cost to serve 1.5 CY recycle container 3 times per week²			\$110.46

1. Product may vary from total due to rounding. The dumpster rate matrix for each container size and collection frequency can be found in the Report in Appendix, Schedule 11.
2. Disposal is not included in the cost of service for recycling as the Utility sells their recycled materials.

Collection Center

Table 2-16 lists the projected cost of service for collection center operations for the five-year forecast. The details are provided in Appendix, Schedule 9. The cost of service includes:

- A proportional share of the administration costs (based on the percentage of the total revenue requirement the direct costs represent).
- A proportional share of disposal costs (based on the percentage of total tonnage the collection center service represents).
- A proportional share of collection center – garbage operations costs (based on the percentage of total tonnage the collection center service represents).

Table 2-16
Collection Center Revenue Requirement and Cost Per Ton

Service Category	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Disposal/ Hauling	\$333,281	\$370,514	\$390,985	\$412,587	\$435,382
Collection Center - Garbage Operations	174,345	247,181	189,350	155,289	159,136
Administration	89,025	100,759	100,270	106,252	111,232
Total Revenue Requirement	\$596,651	\$718,454	\$680,605	\$674,127	\$705,750
Revenue Requirement with Revenue Offset	\$466,209	\$587,360	\$548,856	\$541,719	\$572,680
Annual Billed Collection Center Tonnage	4,214	4,235	4,256	4,278	4,299
Cost Per Ton	\$110.63	\$138.69	\$128.95	\$126.64	\$133.21

1. Any minor arithmetic deviation is due to rounding.

Section 3

KEY FINDINGS AND RECOMMENDATIONS

This section provides NewGen's FY 2024 – FY 2028 rate guidelines and recommendations for the solid waste services provided by the City.

Revenue Reconciliation from Current Rates

Prior to considering any rate changes, it is beneficial to evaluate the revenue projected under the current rates for the five-year forecast. Table 3-1 shows the forecasted revenue recovery from current rates, which is projected to over-recover the revenue requirement by approximately \$165,813 in FY 2024. Table 3-1 also shows the forecasted revenue recovery from current rates is projected to under-recover the revenue requirement by approximately \$(17,557) in FY 2028 if there are no rate increases implemented during the next five years.

Based on this projected under-recovery, it is critical that the City put in place an equitable and transparent rate strategy that addresses the City's primary solid waste user fee mechanisms. The following section provides NewGen's recommended approach regarding what rate increases should be made over the next five years, for all customer classes, to place the City on a path to secure financial sustainability.

Table 3-1
Revenue Recovery from Current Rates

	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Revenue Requirement	\$2,101,950	\$2,325,231	\$2,300,946	\$2,235,231	\$2,322,601
Revenue from Rates	2,267,763	2,276,757	2,286,176	2,295,605	2,305,043
Over/(Under) Recovery ¹	\$165,813	\$(48,475)	\$(14,770)	\$60,374	\$(17,557)
Cumulative Over/(Under) ¹	\$165,813	\$117,339	\$102,569	\$162,943	\$145,386

1. Any minor arithmetic deviation is due to rounding.

Rate Recommendations

Proposed Poly Cart Rates

NewGen recommends that the City keep their current residential and commercial poly cart rates unchanged at the current rates as they are currently recovering their cost of service. These rates should not need to be raised during the FY 2024 to FY 2028 forecast period.

Proposed Commercial Dumpster Rates

NewGen recommends that the City reconfigure their dumpster fee structure from a class designation (Class 1 -5) to a dumpster rate matrix which considers the number of containers, the size of the container provided and the frequency of collection. This is the most equitable methodology, and is widely used within the solid waste industry by both municipalities and by private waste hauling companies. The

Section 3

following commercial refuse dumpster rate matrix in Table 3-2 is recommended to be implemented at the start of FY 2025. Please refer to Appendix, Schedule 11 for a detailed listing of commercial refuse dumpster service rate increases through FY 2028.

Table 3-2
Proposed FY 2025 Commercial Refuse Dumpster Rates

Container Size	Collection Frequency					
	1	2	3	4	5	6
1.5 CY	\$69.57	\$88.45	\$123.29	\$158.13	\$192.96	\$227.80
3 CY	\$69.57	\$96.99	\$136.11	\$175.22	\$214.34	\$253.45

NewGen recommends the City begin to implement a similar dumpster rate structure for recycling dumpsters as well. The following commercial recycling dumpster rate matrix in Table 3-3 is recommended to be implemented at the start of FY 2025. Please refer to Appendix, Schedule 11 for a detailed listing of commercial recycling dumpster service rate increases through FY 2028.

Table 3-3
FY 2025 Commercial Recycle Dumpster Proposed Rates

Container Size	Collection Frequency					
	1	2	3	4	5	6
1.5 CY	\$30.00	\$60.00	\$90.00	\$120.00	\$150.00	\$180.00
3 CY	\$30.00	\$60.00	\$90.00	\$120.00	\$150.00	\$180.00

NewGen recommends that the City engage in a communication outreach effort with the commercial customers who will be affected by the new rate structure implementation (flyers, workshops, etc.). In addition, it is important that the City monitors any changes in the number of dumpsters and frequency of pick ups being provided to commercial customers over the next 12 – 18 months. Due to the current rate structure used by the City, as the City moves to a more cost-based system, NewGen believes some folks may find they are paying for more “collection capacity” than they actually need, and may reduce the size of dumpster or frequency of collection.

To be conservative, and prepare for such an event, NewGen has factored in a 30% decrease in dumpsters collected by the City when designing the rates, to prevent an under-recovery. To the extent that fewer dumpster customers “downsize” their collection frequency, the City may be able to slightly reduce the rate increases in FY 2027 and/or FY 2028.

Proposed Collection Center Rates

The City is significantly under-recovering the cost to operate the collection center, and to haul and dispose of its waste at the SCSWA landfill. It is essential that the City increase the tipping fee charged for all waste coming into the collection center to recover the “true cost” of operating the facility.

Therefore, NewGen recommends an increase of the per ton rate to \$90 per ton in FY 2025, increased to \$105 per ton in FY 2026, and finally increased to \$115 per ton in FY 2027.

NewGen also recommends a standardization of the collection center’s rates that are charged for smaller loads brought into the collection center (0-200 pounds, etc.). Standardization of the collection center’s

rates would mean that residential, commercial, and yard waste customers would all pay the same disposal rates. Since there is no difference in the type of waste and it costs the same to transport and dispose of the waste it makes sense the rates be the same. It would also simplify the billing process when the materials are being recorded and billed at the scale house, with one standardized rate structure for all customers.

The recommended rates for FY 2025 are detailed in Tables 3-4. This table shows the standardized rate structure for all trash coming across the scale at the collection center. Please refer to Appendix, Schedule 12 for a detailed listing of the collection center's rate increases through FY 2028.

Table 3-4
FY 2025 Collection Center Proposed Rates

Categories	Drop-Off Tiers					
All Trash	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
	\$9.00	\$18.00	\$27.00	\$36.00	\$54.00	\$90.00

Revenue Recovery from Proposed Rates

Table 3-5 shows the forecasted revenue recovery from proposed rates, which will ensure the solid waste utility's financial integrity through FY 2028, and also allow the Utility to set aside any "excess revenues" in a reserve for future capital expenditures or unexpected expenses.

Details of the forecasted revenue recovery and forecasted reserves can be found in Appendix, Schedule 13 and Schedule 14.

Table 3-5
Revenue Recovery from Proposed Rates

	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Revenue Requirement	\$2,101,950	\$2,325,231	\$2,300,946	\$2,235,231	\$2,322,601
Revenue from Rates	2,267,763	2,436,458	2,578,523	2,693,493	2,744,650
Over/(Under) Recovery ¹	\$165,813	\$111,226	\$277,577	\$458,262	\$422,049
Cumulative Over/(Under) ¹	\$165,813	\$277,040	\$554,616	\$1,012,878	\$1,434,927

1. Any minor arithmetic deviation is due to rounding.

NewGen
Strategies & Solutions

Parkhill



APPENDIX SCHEDULES

Appendix

COST OF SERVICE SCHEDULES

List of Schedules

- Schedule 1: Test Year
- Schedule 2: 10-Year Capital Improvement Plan
- Schedule 3: Rolling Stock
- Schedule 4: Debt
- Schedule 5: Five-Year Forecast
- Schedule 6: Revenue Requirement Summary
- Schedule 7: Poly Cart Cost of Service
- Schedule 8: Dumpster Refuse and Recycle Cost of Service
- Schedule 9: Collection Center Cost of Service
- Schedule 10: Over/(Under) at Current Rates
- Schedule 11: Dumpster Proposed Rates
- Schedule 12: Collection Center Proposed Rates
- Schedule 13: Over/(Under) at Proposed Rates
- Schedule 14: Reserves

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Test Year

Line No.	Account Number	Description	FY 2021 Budget	FY 2021 Actual	FY 2022 Budget	FY 2022 Actual	FY 2023 Current Budget	FY 2024 Interim Budget	Adjustments	Test Year	Inflation Factor	Allocation Factor	Notes
1	Expense Department: 3904 - Solid Waste												
2	505-3904-40110	FULL TIME WAGES-SOLID WASTE DIVI	\$ 449,259	\$ 414,809	\$ 424,320	\$ 406,227	\$ 497,300	\$ 508,061		\$ 508,061	Labor	Personnel Expense	1
3	505-3904-40125	OVERTIME WAGES-SOLID WASTE DIV	4,500	919	4,500	427	4,500	4,500		4,500	Labor	Personnel Expense	
4	505-3904-40140	DELAYED COMPENSATION-SOLID WASTE	-	-	4,913	4,913	479	2,000		2,000	Labor	Personnel Expense	
5	505-3904-41205	FICA-REGULAR-SOLID WASTE DIVISION	28,288	24,357	26,587	24,321	31,112	31,903		31,903	General	Personnel Expense	
6	505-3904-41210	FICA-MEDICARE-SOLID WASTE DIVISION	6,616	5,697	6,218	5,688	7,276	7,461		7,461	General	Personnel Expense	
7	505-3904-41215	PERA-SOLID WASTE DIVISION	44,027	40,180	41,583	39,175	51,222	54,871		54,871	General	Personnel Expense	
8	505-3904-41225	HEALTH INSURANCE-SOLID WASTE DIV	92,628	92,628	97,481	77,896	97,481	59,422		59,422	General	Personnel Expense	
9	505-3904-41226	RETIREE INSURANCE	13,478	12,307	12,730	11,992	14,919	15,242		15,242	General	Personnel Expense	
10	505-3904-41235	UNEMPLOYMENT INSURANCE-SOLID WASTE	3,225	181	648	-	648	648		648	General	Personnel Expense	
11	505-3904-41240	WORKER'S COMP ASSESSMENT	130	108	120	99	120	120		120	General	Personnel Expense	
12	505-3904-41785	WORKER'S COMP. PREMIUMS	9,634	9,634	12,801	12,800	14,000	10,000		10,000	General	Personnel Expense	
13	505-3904-42620	UNIFORM/LINEN-SOLID WASTE DIVISION	5,000	3,259	5,000	3,906	5,000	7,000		7,000	General	Personnel Expense	
14	505-3904-42720	EMPLOYEE TRAINING-SOLID WASTE DIV	1,663	-	5,625	550	10,625	8,000	2,000	10,000	General	Personnel Expense	2
15	505-3904-43316	GAS & OIL	40,000	37,310	71,000	61,347	70,000	90,000		90,000	Utilities	Fuel	
16	505-3904-43403	REGULAR BUILDING MAINT	6,000	2,973	35,071	22,454	8,700	10,000		10,000	General	Collection Center - Garbage Operations	
17	505-3904-43465	RENT OF EQUIPMENT	3,500	2,342	4,000	1,831	4,000	4,000		4,000	General	Administration	
18	505-3904-43735	POSTAGE & MAIL SERVICES	50	-	50	-	50	-		-	General	Administration	
19	505-3904-43740	PRINTING/PUBLISHING	1,000	575	1,000	-	1,000	1,000		1,000	General	Administration	
20	505-3904-43770	SUBSCRIPTION & DUES	950	800	1,000	750	1,000	1,000		1,000	General	Personnel Expense	
21	505-3904-43775	TELEPHONE	4,000	2,142	4,000	1,986	4,000	4,000		4,000	General	Personnel Expense	
22	505-3904-43780	UTILITIES	25,633	25,630	25,000	15,192	25,000	25,000		25,000	Utilities	Administration	
23	505-3904-43815	SOFTWARE LIC/SOFTWARE UPDATE	26,446	14,009	15,000	14,566	29,400	30,000	(15,000)	15,000	General	Collection Center - Garbage Operations	2
24	505-3904-43999	OPERATING COSTS	2,500	2,447	3,655	3,654	25	-		-	General	Administration	
25	505-3904-44606	OFFICE SUPPLIES	6,250	1,987	3,000	956	3,000	3,000		3,000	General	Administration	
26	505-3904-44607	FIELD SUPPLIES-SOLID WASTE DIVISION	34,500	11,357	58,751	33,934	36,611	45,000		45,000	General	Collection Center - Garbage Operations	
27	505-3904-44613	NON-CAPITAL ITEMS	30,057	28,784	5,000	1,158	35,664	35,000		35,000	General	Administration	
28	505-3904-44615	SAFETY EQUIPMENT	5,000	4,752	5,000	4,794	5,000	5,000		5,000	General	Personnel Expense	
29	505-3904-45601	WASTE DISPOSAL	804,704	726,797	800,000	754,957	800,000	900,000	(309,867)	590,133	General	Disposal/Hauling	3
30	505-3904-45796	FRANCHISE TAX	5,594	5,593	5,904	5,904	6,000	8,000		8,000	General	Collection Center - Garbage Operations	
31	505-3904-46731	PROPERTY INSURANCE-SOLID WASTE DIV	9,601	9,601	11,130	9,601	11,130	11,130		11,130	General	Administration	
32	505-3904-46732	GENERAL LIABILITY INSURANCE	6,586	6,586	25,305	6,389	11,521	12,000		12,000	General	Administration	
33	505-3904-46733	VEHICLE INSURANCE	18,487	18,487	19,191	8,910	12,000	12,000		12,000	General	Commercial Trash Collection	
34	505-3904-46794	GOVT GROSS RECEIPTS TAX	85,861	84,799	88,893	88,893	74,836	75,000		75,000	General	Administration	4
35	505-3904-47410	MAINTENANCE CONTRACTS	81,676	2,491	-	-	-	-		-	General	Administration	
36	505-3904-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	-	-	2,496	212	32,600	15,000		15,000	General	Administration	
37	505-3904-47420	MAINTENANCE-VEHICLE/EQUIP-SOLID WAS	87,473	83,374	122,000	109,263	120,952	121,000		121,000	General	Maintenance	
38	505-3904-48596	AUDIT CONTRACT	10,000	9,709	10,000	9,709	10,000	10,000		10,000	General	Administration	
39	505-3904-48598	PROFESSIONAL SERVICES	12,000	11,818	11,824	11,818	13,000	15,000		15,000	General	Administration	
40	505-3904-48599	OTHER CONTRACTUAL SERVICES	62,567	30,954	47,016	35,390	186,000	211,000	(171,000)	40,000	General	Administration	2
41	505-3904-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	250,000	238,983	239,841	-	239,841	120,000	(120,000)	-	Capital	Administration	5
42	505-3904-80845	CAPITAL IMPROVEMENTS EQUIPMENT	7,395	7,395	148,768	148,478	250,000	-	-	-	Capital	CIP	5
43	Total Solid Waste Dept. Expenses		\$ 2,286,278	\$ 1,975,773	\$ 2,406,421	\$ 1,940,141	\$ 2,726,012	\$ 2,472,358	\$ (613,867)	\$ 1,858,491			
44	Existing Debt Service												
45		Capital One Public Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,838		\$ 117,838	None	Existing Debt	
46	Total Debt Service		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,838	\$ -	\$ 117,838			
47	Proposed Debt Service												
48		None	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	None	Proposed Debt	
49	Total Debt Service		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Test Year

Line No.	Account Number	Description	FY 2021 Budget	FY 2021 Actual	FY 2022 Budget	FY 2022 Actual	FY 2023 Current Budget	FY 2024 Interim Budget	Adjustments	Test Year	Inflation Factor	Allocation Factor	Notes
50	Cash Capital Outlays												
51		Rolling Stock	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 236,322		\$ 236,322	None	Replacement	
52		Collection Center Registration Renewal	-	-	-	-	-	20,800		20,800	None	Collection Center - Garbage Operations	
53		Solid Waste Tipping Floor Improvements	-	-	-	-	-	-		-	None	Collection Center - Garbage Operations	
54		Solid Waste Scale House Facility Improvements	-	-	-	-	-	-		-	None	Collection Center - Garbage Operations	
55	Total Cash Capital Outlays		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 257,122	\$ -	\$ 257,122			
56	Total Expenses		\$ 2,286,278	\$ 1,975,773	\$ 2,406,421	\$ 1,940,141	\$ 2,726,012	\$ 2,847,317	\$ (613,867)	\$ 2,233,450			
57	Revenues												
58	505-3904-30154	GOVT. GROSS RECEIPTS-TR-JT UTILITY	\$ 68,513	\$ 73,313	\$ 77,487	\$ 77,480	\$ 83,927	\$ 83,000		\$ 83,000	None	Administration	
59	505-3904-30312	GROSS RECEIPTS - ENVIRONMENTAL	87,700	90,332	101,791	101,792	200	-		-	None	Administration	
60	505-3904-30315	GOVT GROSS RECEIPTS TAX	9,700	11,791	10,000	12,269	10,500	11,000		11,000	None	Administration	
61	505-3904-32700	OTHER STATE GRANTS	-	7,970	-	-	-	-		-	None	Administration	
62	505-3904-34355	TRANSFER STATION REVENUE	500,000	536,634	539,279	539,279	525,000	551,250	(551,250)	-	None	Collection Center - Garbage Operations	
63	505-3904-34524	UTILITIES SERVICES-SOLID WASTE DIVI	1,522,500	1,591,966	1,704,835	1,704,681	1,678,556	1,762,500	(1,762,500)	-	None	Poly Cart	
64	505-3904-35544	NON-PAYMENT PENALTY 8%-SOLID WASTE	4,000	6,181	9,440	9,441	4,200	4,500		4,500	None	Administration	
65	505-3904-36410	NM STO INVESTMENT INCOME	-	620	700	593	2,700	8,000		8,000	None	Administration	
66	505-3904-37546	MISC(RECYCLING)-SOLID WASTE DIVIS	32,000	27,883	43,562	43,562	33,600	25,000		25,000	None	Collection Center - Misc.	
67	Total Revenue		\$ 2,224,413	\$ 2,346,691	\$ 2,487,094	\$ 2,489,097	\$ 2,338,683	\$ 2,445,250	\$ (2,313,750)	\$ 131,500			
68	Revenue Requirement		\$ 61,865	\$ (370,918)	\$ (80,673)	\$ (548,956)	\$ 387,329	\$ 402,067	\$ 1,699,883	\$ 2,101,950			

Footnotes:

- 1 Salary increase due to a salary study.
- 2 Adjustment made per conversation with City.
- 3 Disposal cost paid to South Central Solid Waste Authority.
- 4 5% of sanitation bills.
- 5 See schedule 2 for detailed capital improvement plan.

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
10-Year Capital Improvement Plan

Line No.	Project Listing	Fund Source	Project Year	Price	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028	Year 6 FY 2029	Year 7 FY 2030	Year 8 FY 2031	Year 9 FY 2032	Year 10 FY 2033	Notes
1	Rolling Stock	PAYG			\$ 236,322	\$ 236,322	\$ 236,322	\$ 236,322	\$ 236,322	\$ 237,560	\$ 398,742	\$ 64,325	\$ 67,541	\$ 437,619	1
2	Collection Center Registration Renewal	PAYG	FY 2024	20,800	20,800	-	-	-	-	26,547	-	-	-	-	2
3	Solid Waste Tipping Floor Improvements	PAYG	FY 2025	135,000	-	135,000	-	-	-	-	-	-	-	-	3
4	Solid Waste Scale House Facility Improvements	PAYG	FY 2026	35,000	-	-	35,000	-	-	-	-	-	-	-	4
5	TOTAL				\$ 257,122	\$ 371,322	\$ 271,322	\$ 236,322	\$ 236,322	\$ 264,107	\$ 398,742	\$ 64,325	\$ 67,541	\$ 437,619	

Footnotes

- 1 See Schedule 3.
- 2 Updated price provided by Parkhill via email on April 20, 2023. Registration renewal happens every 5 years.
- 3 Provided by Parkhill.
- 4 Provided by the City for fiscal years 2024-2028. ('ICIP 2024-2028.pdf')

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Rolling Stock

Line No.	Purchase Year	Vehicle Description	Purchase Price	Front Line/ Back-Up	City Assumed Useful Life	NewGen Assumed Useful Life	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028	Year 6 FY 2029	Year 7 FY 2030	Year 8 FY 2031	Year 9 FY 2032	Year 10 FY 2033	Notes
1	Front Line																
2	2019	2019 Freightliner Trash Truck	\$ 185,209	F	5-6 YRS	7	\$ -	\$ -	\$ 260,608	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 366,701
3	2021	2021 Freightliner 108SD	238,983	F	5-6 YRS	7	-	-	-	-	336,273	-	-	-	-	-	-
4	2023	2023 Freightliner M2 106	239,841	F	5-6 YRS	7	-	-	-	-	-	-	337,480	-	-	-	-
5	2017	2017 John Deere 310SL	99,794	F	5-6 YRS	5	140,420	-	-	-	-	179,216	-	-	-	-	-
6	2022	2022 JOHN DEERE 410L BACKHOE	137,466	F	5-6 YRS	5	15,000	15,750	16,538	17,364	18,233	19,144	20,101	21,107	22,162	23,270	1
7	2012	2012 Case Skid Loader	30,000	F	5-6 YRS	7	10,000	10,500	11,025	11,576	12,155	12,763	13,401	14,071	14,775	15,513	2
8	2017	2017 Clark C 30D	36,742	F	5-6 YRS	7	40,000	6,000	6,300	6,615	6,946	7,293	7,658	8,041	8,443	8,865	3
9	2017	2017 Chevy Silverado 1500	22,623	F	10-15 YRS	10	-	-	-	36,850	-	-	-	-	-	-	-
10	2017	2017 Chevy Silverado 2500 HD	25,699	F	10-15 YRS	10	-	-	-	41,861	-	-	-	-	-	-	-
11	2017	2017 Chevy Silverado 2500 HD	25,699	F	10-15 YRS	10	-	-	-	41,861	-	-	-	-	-	-	-
12	2018	2018 Chevy Silverado	22,623	F	10-15 YRS	10	-	-	-	-	36,850	-	-	-	-	-	-
13	Front Line Total						\$ 205,420	\$ 32,250	\$ 294,470	\$ 156,128	\$ 410,457	\$ 218,416	\$ 378,640	\$ 43,218	\$ 45,379	\$ 414,349	
14	Other Vehicles																
15	2002	2002 Sterling Acterra	\$ 101,279	B	5-6 YRS	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
16	1985	1985 F-700 (chipper truck)	40,501			10	-	-	-	-	-	-	-	-	-	-	-
17	1996	1996 F-800 Flatbed with Crane	63,939			10	10,000	10,500	11,025	11,576	12,155	12,763	13,401	14,071	14,775	15,513	4
18	2003	2003 HD Bandit Chipper 1890	48,533			10	5,000	5,250	5,513	5,788	6,078	6,381	6,700	7,036	7,387	7,757	5
19	Other Vehicles Total						\$ 15,000	\$ 15,750	\$ 16,538	\$ 17,364	\$ 18,233	\$ 19,144	\$ 20,101	\$ 21,107	\$ 22,162	\$ 23,270	
20	Back-Up																
21	1997	1997 Case Forklift 586E	\$ 40,785	B	5-6 YRS	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
22	2008	2008 GMC T8500	155,274	B	5-6 YRS	7	-	-	-	-	-	-	-	-	-	-	-
23	2011	2011 Autocar Xpeditor	234,969	B	5-6 YRS	7	-	-	-	-	-	-	-	-	-	-	-
24	2013	2013 Caterpillar 420F Backhoe	99,047	B	5-6 YRS	5	-	-	-	-	-	-	-	-	-	-	-
25	2015	2015 Peterbilt 320	244,410	B	5-6 YRS	7	-	-	-	-	-	-	-	-	-	-	-
26	Back-Up Total						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	Auction																
28	1995	1995 Ford L8000	\$ 82,828	B	5-6 YRS	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
29	2000	2000 International 4900	114,678	B	5-6 YRS	7	-	-	-	-	-	-	-	-	-	-	-
30	2006	2006 GMC T8500	131,385	B	5-6 YRS	7	-	-	-	-	-	-	-	-	-	-	-
31	Auction Total						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	TOTAL						\$ 220,420	\$ 48,000	\$ 311,008	\$ 173,492	\$ 428,690	\$ 237,560	\$ 398,742	\$ 64,325	\$ 67,541	\$ 437,619	
33	5 Year Rolling Stock Average						\$ 236,322	\$ 236,322	\$ 236,322	\$ 236,322	\$ 236,322						
34	10 Year Rolling Stock Average						\$ 238,740	\$ 238,740	\$ 238,740	\$ 238,740	\$ 238,740	\$ 238,740	\$ 238,740	\$ 238,740	\$ 238,740	\$ 238,740	

Note: City provided listing of rolling stock. Purchase price inflated by 5%. E.g. (Line 2: (\$185,209*(1+0.05)^7)=\$260,608)

Footnotes:

- 1 Put aside \$15k/year per conversation with City.
- 2 Put aside \$10k/year per conversation with City.
- 3 Replacing in FY 2024, end of CY 2023. (\$40k in FY 2024). Set aside \$6k/year going forward per conversation with City.
- 4 Put aside \$10k/year per conversation with City.
- 5 Put aside \$5k/year per conversation with City.

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Debt

Line No.	Item	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028	Notes
1	Existing Debt						
2	Capital One Public Funding						1
3	Principal	\$ 105,000	\$ 110,000	\$ 110,000	\$ -	\$ -	
4	Interest Payment 1	6,419	4,345	2,173	-	-	
5	Interest Payment 2	6,419	4,345	2,173	-	-	
6	Total Existing Debt	\$ 117,838	\$ 118,690	\$ 114,345	\$ -	\$ -	

Footnotes:

1 For collection center.

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Five-Year Forecast

Line No.	Account Number	Description	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028	Inflation Factor	Notes
1	Expense Department: 3904 - Solid Waste								
2	505-3904-40110	FULL TIME WAGES-SOLID WASTE DIVI	\$ 508,061	\$ 528,383	\$ 549,519	\$ 571,500	\$ 594,360	Labor	
3	505-3904-40125	OVERTIME WAGES-SOLID WASTE DIV	4,500	4,680	4,867	5,062	5,264	Labor	
4	505-3904-40140	DELAYED COMPENSATION-SOLID WASTE	2,000	2,080	2,163	2,250	2,340	Labor	
5	505-3904-41205	FICA-REGULAR-SOLID WASTE DIVISION	31,903	32,701	33,518	34,356	35,215	General	
6	505-3904-41210	FICA-MEDICARE-SOLID WASTE DIVISION	7,461	7,648	7,839	8,035	8,236	General	
7	505-3904-41215	PERA-SOLID WASTE DIVISION	54,871	56,243	57,649	59,090	60,567	General	
8	505-3904-41225	HEALTH INSURANCE-SOLID WASTE DIV	59,422	60,908	62,430	63,991	65,591	General	
9	505-3904-41226	RETIREE INSURANCE	15,242	15,623	16,014	16,414	16,824	General	
10	505-3904-41235	UNEMPLOYMENT INSURANCE-SOLID WASTE	648	664	681	698	715	General	
11	505-3904-41240	WORKER'S COMP ASSESSMENT	120	123	126	129	132	General	
12	505-3904-41785	WORKER'S COMP. PREMIUMS	10,000	10,250	10,506	10,769	11,038	General	
13	505-3904-42620	UNIFORM/LINEN-SOLID WASTE DIVISION	7,000	7,175	7,354	7,538	7,727	General	
14	505-3904-42720	EMPLOYEE TRAINING-SOLID WASTE DIV	10,000	10,250	10,506	10,769	11,038	General	
15	505-3904-43316	GAS & OIL	90,000	94,500	99,225	104,186	109,396	Utilities	
16	505-3904-43403	REGULAR BUILDING MAINT	10,000	10,250	10,506	10,769	11,038	General	
17	505-3904-43465	RENT OF EQUIPMENT	4,000	4,100	4,203	4,308	4,415	General	
18	505-3904-43735	POSTAGE & MAIL SERVICES	-	-	-	-	-	General	
19	505-3904-43740	PRINTING/PUBLISHING	1,000	1,025	1,051	1,077	1,104	General	
20	505-3904-43770	SUBSCRIPTION & DUES	1,000	1,025	1,051	1,077	1,104	General	
21	505-3904-43775	TELEPHONE	4,000	4,100	4,203	4,308	4,415	General	
22	505-3904-43780	UTILITIES	25,000	26,250	27,563	28,941	30,388	Utilities	
23	505-3904-43815	SOFTWARE LIC/SOFTWARE UPDATE	15,000	15,375	15,759	16,153	16,557	General	
24	505-3904-43999	OPERATING COSTS	-	-	-	-	-	General	
25	505-3904-44606	OFFICE SUPPLIES	3,000	3,075	3,152	3,231	3,311	General	
26	505-3904-44607	FIELD SUPPLIES-SOLID WASTE DIVISION	45,000	46,125	47,278	48,460	49,672	General	
27	505-3904-44613	NON-CAPITAL ITEMS	35,000	35,875	36,772	37,691	38,633	General	
28	505-3904-44615	SAFETY EQUIPMENT	5,000	5,125	5,253	5,384	5,519	General	
29	505-3904-45601	WASTE DISPOSAL	590,133	656,059	692,306	730,556	770,920	General	1
30	505-3904-45796	FRANCHISE TAX	8,000	8,200	8,405	8,615	8,831	General	
31	505-3904-46731	PROPERTY INSURANCE-SOLID WASTE DIV	11,130	11,408	11,693	11,986	12,285	General	
32	505-3904-46732	GENERAL LIABILITY INSURANCE	12,000	12,300	12,608	12,923	13,246	General	
33	505-3904-46733	VEHICLE INSURANCE	12,000	12,300	12,608	12,923	13,246	General	
34	505-3904-46794	GOVT GROSS RECEIPTS TAX	75,000	76,875	78,797	80,767	82,786	General	
35	505-3904-47410	MAINTENANCE CONTRACTS	-	-	-	-	-	General	
36	505-3904-47415	MAINTENANCE-REPAIRS GROUNDS-ROADWAYS	15,000	15,375	15,759	16,153	16,557	General	
37	505-3904-47420	MAINTENANCE-VEHICLE/EQUIP-SOLID WAS	121,000	124,025	127,126	130,304	133,561	General	
38	505-3904-48596	AUDIT CONTRACT	10,000	10,250	10,506	10,769	11,038	General	
39	505-3904-48598	PROFESSIONAL SERVICES	15,000	15,375	15,759	16,153	16,557	General	
40	505-3904-48599	OTHER CONTRACTUAL SERVICES	40,000	41,000	42,025	43,076	44,153	General	
41	505-3904-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	-	-	-	-	-	Capital	
42	505-3904-80845	CAPITAL IMPROVEMENTS EQUIPMENT	-	-	-	-	-	Capital	
43	Total Solid Waste Dept. Expenses		\$ 1,858,491	\$ 1,966,719	\$ 2,046,779	\$ 2,130,409	\$ 2,217,779		
44	Existing Debt Service								
45	Capital One Public Funding		\$ 117,838	\$ 118,690	\$ 114,345	\$ -	\$ -	None	
46	Total Debt Service		\$ 117,838	\$ 118,690	\$ 114,345	\$ -	\$ -		
47	Proposed Debt Service								
48	None		\$ -	\$ -	\$ -	\$ -	\$ -	None	
49	Total Debt Service		\$ -	\$ -	\$ -	\$ -	\$ -		
50	Cash Capital Outlays								
51	Rolling Stock		\$ 236,322	\$ 236,322	\$ 236,322	\$ 236,322	\$ 236,322	None	
52	Collection Center Registration Renewal		20,800	-	-	-	-	None	
53	Solid Waste Tipping Floor Improvements		-	135,000	-	-	-	None	
54	Solid Waste Scale House Facility Improvements		-	-	35,000	-	-	None	
55	Total Cash Capital Outlays		\$ 257,122	\$ 371,322	\$ 271,322	\$ 236,322	\$ 236,322		
56	Total Expenses		\$ 2,233,450	\$ 2,456,731	\$ 2,432,446	\$ 2,366,731	\$ 2,454,101		

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Five-Year Forecast

Line No.	Account Number	Description	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028	Inflation Factor	Notes
57	Revenues								
58	505-3904-30154	GOVT. GROSS RECEIPTS-TR-JT UTILITY	\$ 83,000	\$ 83,000	\$ 83,000	\$ 83,000	\$ 83,000	None	
59	505-3904-30312	GROSS RECEIPTS - ENVIRONMENTAL	-	-	-	-	-	None	
60	505-3904-30315	GOVT GROSS RECEIPTS TAX	11,000	11,000	11,000	11,000	11,000	None	
61	505-3904-32700	OTHER STATE GRANTS	-	-	-	-	-	None	
62	505-3904-34355	TRANSFER STATION REVENUE	-	-	-	-	-	None	
63	505-3904-34524	UTILITIES SERVICES-SOLID WASTE DIVI	-	-	-	-	-	None	
64	505-3904-35544	NON-PAYMENT PENALTY 8%-SOLID WASTE	4,500	4,500	4,500	4,500	4,500	None	
65	505-3904-36410	NM STO INVESTMENT INCOME	8,000	8,000	8,000	8,000	8,000	None	
66	505-3904-37546	MISC(RECYCLING)-SOLID WASTE DIVIS	25,000	25,000	25,000	25,000	25,000	None	
67	Total Revenue		\$ 131,500	\$ 131,500	\$ 131,500	\$ 131,500	\$ 131,500		
68	Revenue Requirement		\$ 2,101,950	\$ 2,325,231	\$ 2,300,946	\$ 2,235,231	\$ 2,322,601		

Footnotes:

1 Disposal cost paid to South Central Solid Waste Authority.

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Revenue Requirement Summary

Line No.	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
1 Poly Cart	\$ 152,736	\$ 156,242	\$ 162,195	\$ 151,998	\$ 157,433
2 Commercial Trash Collection	350,724	355,026	364,784	338,427	347,098
3 Commercial Recycle Collection	84,333	85,366	87,713	81,376	83,463
4 Cart Maintenance & Delivery	64,287	66,059	67,897	69,804	71,782
5 Disposal/ Hauling	590,133	656,059	692,306	730,556	770,920
6 Collection Center - Garbage Operations	308,707	437,678	335,277	274,967	281,777
7 Administration	313,627	326,100	338,988	352,303	366,061
8 Collection Center - Recycling, etc.	237,404	242,701	251,786	235,799	244,066
9 Total	\$ 2,101,950	\$ 2,325,231	\$ 2,300,946	\$ 2,235,231	\$ 2,322,601

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Poly Cart Cost of Service

Line No.	Description	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
1	PolyCart	\$ 152,736	\$ 156,242	\$ 162,195	\$ 151,998	\$ 157,433
2	Cart Maintenance & Delivery	64,287	66,059	67,897	69,804	71,782
3	Disposal/ Hauling	152,999	170,091	179,489	189,406	199,870
4	Administration	120,563	122,107	129,290	134,396	139,613
5	Collection Center - Garbage Operations	80,036	113,473	86,925	71,288	73,054
6	Collection Center - Recycling, etc.	237,404	242,701	251,786	235,799	244,066
7	Total Revenue Requirement	\$ 808,026	\$ 870,674	\$ 877,582	\$ 852,691	\$ 885,819
8	Billing Units (Polycarts)					
9	Residential	3,091	3,106	3,122	3,138	3,154
10	Commercial	98	98	98	98	98
11	Total Polycarts	3,189	3,204	3,220	3,236	3,252
12	Total Cost Per Polycart	\$ 21.11	\$ 22.65	\$ 22.71	\$ 21.96	\$ 22.70
13	Total Revenue Requirement	\$ 808,026	\$ 870,674	\$ 877,582	\$ 852,691	\$ 885,819
14	Projected Polycart Revenues	\$ 1,345,780	\$ 1,352,024	\$ 1,358,685	\$ 1,365,345	\$ 1,372,006
15	Over/(Under)	\$ 537,755	\$ 481,351	\$ 481,103	\$ 512,654	\$ 486,187

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Dumpster Refuse and Recycle Cost of Service

Line No.	Description	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
1	Direct Cost					
2	Commercial Trash Collection	\$ 350,724	\$ 355,026	\$ 364,784	\$ 338,427	\$ 347,098
3	Commercial Recycle Collection	84,333	85,366	87,713	81,376	83,463
4	Disposal/ Hauling	103,852	115,454	121,833	128,564	135,667
5	Administration	104,038	103,234	109,427	111,655	115,217
6	Collection Center - Garbage Operations	54,327	77,023	59,002	48,389	49,587
7	Total Direct Cost	\$ 697,274	\$ 736,103	\$ 742,759	\$ 708,412	\$ 731,032
8	Total Dumpster COS	\$ 697,274	\$ 736,103	\$ 742,759	\$ 708,412	\$ 731,032
9	Billing Units and Costs Per Unit					
10	<u>Container Cost</u>					
11	# of Refuse Containers	372	372	372	372	372
12	# of Recycling Containers	90	90	90	90	90
		462	462	462	462	462
13	Monthly Fee Per Container					
14	Administration	\$ 18.77	\$ 18.62	\$ 19.74	\$ 20.14	\$ 20.78
15	<u>Collections</u>					
16	# of Annual Refuse Collections	59,696	59,696	59,696	59,696	59,696
17	# of Annual Recycling Collections	9,152	9,152	9,152	9,152	9,152
18	Total Collections	68,848	68,848	68,848	68,848	68,848
19	Fee per Collection	\$ 7.11	\$ 7.52	\$ 7.43	\$ 6.80	\$ 6.97
20	<u>Disposal Costs</u>					
21	Yards of Capacity (annual)	156,702	156,702	156,702	156,702	156,702
22	Fee per Yard	\$ 0.66	\$ 0.74	\$ 0.78	\$ 0.82	\$ 0.87

Refuse Rates							
FY 2024 Refuse Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 53.61	\$ 88.45	\$ 123.29	\$ 158.13	\$ 192.96	\$ 227.80	
3	\$ 57.88	\$ 96.99	\$ 136.11	\$ 175.22	\$ 214.34	\$ 253.45	

FY 2025 Refuse Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 55.69	\$ 92.76	\$ 129.83	\$ 166.89	\$ 203.96	\$ 241.03	
3	\$ 60.44	\$ 102.26	\$ 144.08	\$ 185.90	\$ 227.72	\$ 269.54	

FY 2026 Refuse Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 56.70	\$ 93.66	\$ 130.62	\$ 167.58	\$ 204.54	\$ 241.50	
3	\$ 61.71	\$ 103.69	\$ 145.67	\$ 187.64	\$ 229.62	\$ 271.59	

FY 2027 Refuse Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 54.67	\$ 89.21	\$ 123.74	\$ 158.27	\$ 192.81	\$ 227.34	
3	\$ 59.97	\$ 99.79	\$ 139.62	\$ 179.44	\$ 219.27	\$ 259.09	

FY 2028 Refuse Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 56.35	\$ 91.93	\$ 127.50	\$ 163.07	\$ 198.64	\$ 234.22	
3	\$ 61.94	\$ 103.10	\$ 144.25	\$ 185.41	\$ 226.57	\$ 267.72	

Recycling Rates							
FY 2024 Recycling Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
3	\$ 49.33	\$ 79.90	\$ 110.46	\$ 141.03	\$ 171.59	\$ 202.16	

FY 2025 Recycling Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 50.94	\$ 83.25	\$ 115.57	\$ 147.88	\$ 180.20	\$ 212.52	
3	\$ 50.94	\$ 83.25	\$ 115.57	\$ 147.88	\$ 180.20	\$ 212.52	

FY 2026 Recycling Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 51.68	\$ 83.63	\$ 115.58	\$ 147.52	\$ 179.47	\$ 211.42	
3	\$ 51.68	\$ 83.63	\$ 115.58	\$ 147.52	\$ 179.47	\$ 211.42	

FY 2027 Recycling Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 49.38	\$ 78.62	\$ 107.86	\$ 137.11	\$ 166.35	\$ 195.59	
3	\$ 49.38	\$ 78.62	\$ 107.86	\$ 137.11	\$ 166.35	\$ 195.59	

FY 2028 Recycling Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 50.77	\$ 80.76	\$ 110.75	\$ 140.74	\$ 170.72	\$ 200.71	
3	\$ 50.77	\$ 80.76	\$ 110.75	\$ 140.74	\$ 170.72	\$ 200.71	

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Collection Center Cost of Service

Line No.	Description	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
1	Disposal/ Hauling	\$ 333,281	\$ 370,514	\$ 390,985	\$ 412,587	\$ 435,382
2	Collection Center - Garbage Operations	174,345	247,181	189,350	155,289	159,136
3	Administration	89,025	100,759	100,270	106,252	111,232
4	Total	\$ 596,651	\$ 718,454	\$ 680,605	\$ 674,127	\$ 705,750

5	Annual Billed Collection Center Tonnage ¹	4,214	4,235	4,256	4,278	4,299
---	--	-------	-------	-------	-------	-------

	# of Drop-Offs	Rate	FY 2023 Revenue	FY 2024 Revenue	FY 2025 Revenue	FY 2026 Revenue	FY 2027 Revenue	FY 2028 Revenue
Residential MSW/Yard waste								
0-200	5,235	\$ 6.00	\$ 31,412	\$ 31,569	\$ 31,727	\$ 31,886	\$ 32,045	\$ 32,205
201-400	2,428	11.22	27,237	27,373	27,510	27,648	27,786	27,925
401-600	1,156	13.32	15,396	15,473	15,551	15,628	15,706	15,785
601-800	689	18.84	12,984	13,049	13,114	13,180	13,246	13,312
Commercial C&D/Yard waste								
0-100	19	\$ 20.00	\$ 378	\$ 380	\$ 382	\$ 384	\$ 385	\$ 387
101-350	153	30.00	4,578	4,601	4,624	4,647	4,670	4,693
351-650	208	40.00	8,305	8,346	8,388	8,430	8,472	8,515
651-1000	186	50.00	9,322	9,369	9,415	9,463	9,510	9,557
1001-1999	282	60.00	16,892	16,977	17,062	17,147	17,233	17,319
Tree Branches								
0-200	271	\$ 3.50	\$ 949	\$ 953	\$ 958	\$ 963	\$ 968	\$ 973
201-400	196	7.00	1,372	1,379	1,386	1,393	1,400	1,407
401-600	92	10.50	967	972	977	982	987	992
Total CC Drop-Off Revenue Offset²			\$ 129,793	\$ 130,442	\$ 131,094	\$ 131,749	\$ 132,408	\$ 133,070
6	COS With Drop-Off Revenue Offset		\$ 466,209	\$ 587,360	\$ 548,856	\$ 541,719	\$ 572,680	
7	Cost Per Ton		\$ 110.63	\$ 138.69	\$ 128.95	\$ 126.64	\$ 133.21	

South Central Solid Waste Authority Disposal Rates Per Ton \$ 57.01 \$ 61.00 \$ 65.27 \$ 68.53 \$ 71.96 \$ 75.56

Provided by SCSWA staff. 7% increase in 2024. (\$57.01*1.07=\$61.00) 7% increase in FY 2025 and 5% increase in FY 26, FY 27, & FY 28.

Footnote

1: Collection Center Tonnage = tons hauled away by SCSWA 9,261 tons - 4,031 polycart & dumpster tonnage- 1,016 tons in tiered rates.

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Over/(Under) at Current Rates

Line No.	Description	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Polycarts						
1	Polycart Cost of Service	\$ 808,026	\$ 870,674	\$ 877,582	\$ 852,691	\$ 885,819
2	Polycart Rates					
3	Residential	\$ 34.69	\$ 34.69	\$ 34.69	\$ 34.69	\$ 34.69
4	Commercial	\$ 50.22	\$ 50.22	\$ 50.22	\$ 50.22	\$ 50.22
5	Polycart Revenue					
6	Residential	\$ 1,286,721	\$ 1,292,966	\$ 1,299,626	\$ 1,306,287	\$ 1,312,947
7	Commercial	59,059	59,059	59,059	59,059	59,059
8	Total Polycart Revenue	\$ 1,345,780	\$ 1,352,024	\$ 1,358,685	\$ 1,365,345	\$ 1,372,006
9	Over/(Under) Current Rates	\$ 537,755	\$ 481,351	\$ 481,103	\$ 512,654	\$ 486,187
10	Cumulative Over/(Under)	\$ 537,755	\$ 1,019,105	\$ 1,500,208	\$ 2,012,862	\$ 2,499,048
Dumpster Collection						
11	Dumpster COS	\$ 697,274	\$ 736,103	\$ 742,759	\$ 708,412	\$ 731,032
12	Total Dumpster COS	\$ 697,274	\$ 736,103	\$ 742,759	\$ 708,412	\$ 731,032
13	Total Dumpster Revenues	\$ 539,112	\$ 539,947	\$ 540,781	\$ 541,616	\$ 542,451
14	Over/(Under) Current Rates	\$ (158,162)	\$ (196,157)	\$ (201,977)	\$ (166,795)	\$ (188,581)
15	Cumulative Over/(Under)	\$ (158,162)	\$ (354,319)	\$ (556,296)	\$ (723,092)	\$ (911,672)
Collection Center						
16	Collection Center COS	\$ 596,651	\$ 718,454	\$ 680,605	\$ 674,127	\$ 705,750
17	Total Collection Center Revenues	\$ 382,871	\$ 384,786	\$ 386,710	\$ 388,643	\$ 390,587
18	Over/(Under) Current Rates	\$ (213,779)	\$ (333,668)	\$ (293,895)	\$ (285,484)	\$ (315,163)
19	Cumulative Over/(Under)	\$ (213,779)	\$ (547,448)	\$ (841,343)	\$ (1,126,827)	\$ (1,441,990)
TOTAL OVER/(UNDER) AT CURRENT RATES						
20	Total Revenue Requirement	\$ 2,101,950	\$ 2,325,231	\$ 2,300,946	\$ 2,235,231	\$ 2,322,601
21	Total Project Revenue at Current Rates	2,267,763	2,276,757	2,286,176	2,295,605	2,305,043
22	Over/(Under) Current Rates	\$ 165,813	\$ (48,475)	\$ (14,770)	\$ 60,374	\$ (17,557)
23	Cumulative Over/(Under)	\$ 165,813	\$ 117,339	\$ 102,569	\$ 162,943	\$ 145,386

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Dumpster Proposed Rates

FY 2024 Refuse Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 69.57	\$ 88.45	\$ 123.29	\$ 158.13	\$ 192.96	\$ 227.80	
3	\$ 69.57	\$ 96.99	\$ 136.11	\$ 175.22	\$ 214.34	\$ 253.45	

FY 2024 Recycling Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 30.00	\$ 60.00	\$ 90.00	\$ 120.00	\$ 150.00	\$ 180.00	
3	\$ 30.00	\$ 60.00	\$ 90.00	\$ 120.00	\$ 150.00	\$ 180.00	

% Increase 0%

FY 2025 Refuse Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 69.57	\$ 88.45	\$ 123.29	\$ 158.13	\$ 192.96	\$ 227.80	
3	\$ 69.57	\$ 96.99	\$ 136.11	\$ 175.22	\$ 214.34	\$ 253.45	

FY 2025 Recycling Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 30.00	\$ 60.00	\$ 90.00	\$ 120.00	\$ 150.00	\$ 180.00	
3	\$ 30.00	\$ 60.00	\$ 90.00	\$ 120.00	\$ 150.00	\$ 180.00	

% Increase 7.5%

FY 2026 Refuse Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 74.79	\$ 95.08	\$ 132.53	\$ 169.98	\$ 207.44	\$ 244.89	
3	\$ 74.79	\$ 104.27	\$ 146.32	\$ 188.37	\$ 230.41	\$ 272.46	

% Increase 5.0%

FY 2026 Recycling Rates							
Container	Collections per Week						
Size (yrd)	1	2	3	4	5	6	
1.5	\$ 31.50	\$ 63.00	\$ 94.50	\$ 126.00	\$ 157.50	\$ 189.00	
3	\$ 31.50	\$ 63.00	\$ 94.50	\$ 126.00	\$ 157.50	\$ 189.00	

% Increase 7.5%

FY 2027 Refuse Rates						
Container	Collections per Week					
Size (yrd)	1	2	3	4	5	6
1.5	\$ 80.40	\$ 102.21	\$ 142.47	\$ 182.73	\$ 223.00	\$ 263.26
3	\$ 80.40	\$ 112.09	\$ 157.29	\$ 202.49	\$ 247.69	\$ 292.90

% Increase 5.0%

FY 2027 Recycling Rates						
Container	Collections per Week					
Size (yrd)	1	2	3	4	5	6
1.5	\$ 33.08	\$ 66.15	\$ 99.23	\$ 132.30	\$ 165.38	\$ 198.45
3	\$ 33.08	\$ 66.15	\$ 99.23	\$ 132.30	\$ 165.38	\$ 198.45

% Increase 7.5%

FY 2028 Refuse Rates						
Container	Collections per Week					
Size (yrd)	1	2	3	4	5	6
1.5	\$ 86.43	\$ 109.88	\$ 153.16	\$ 196.44	\$ 239.72	\$ 283.00
3	\$ 86.43	\$ 120.50	\$ 169.09	\$ 217.68	\$ 266.27	\$ 314.86

% Increase 5.0%

FY 2028 Recycling Rates						
Container	Collections per Week					
Size (yrd)	1	2	3	4	5	6
1.5	\$ 34.73	\$ 69.46	\$ 104.19	\$ 138.92	\$ 173.64	\$ 208.37
3	\$ 34.73	\$ 69.46	\$ 104.19	\$ 138.92	\$ 173.64	\$ 208.37

Dumpster Collection	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Dumpster COS	\$ 697,274	\$ 736,103	\$ 742,759	\$ 708,412	\$ 731,032
Total Dumpster COS	\$ 697,274	\$ 736,103	\$ 742,759	\$ 708,412	\$ 731,032
Total Dumpster Revenues	\$ 539,112	\$ 693,032	\$ 743,426	\$ 797,519	\$ 855,587
Over/(Under) Proposed Rates	\$ (158,162)	\$ (43,071)	\$ 667	\$ 89,108	\$ 124,555
Cumulative Over/(Under)	\$ (158,162)	\$ (201,233)	\$ (200,566)	\$ (111,459)	\$ 13,097

30% Dumpster Collection	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Dumpster COS	\$ 697,274	\$ 736,103	\$ 742,759	\$ 708,412	\$ 731,032
Total Dumpster COS	\$ 697,274	\$ 736,103	\$ 742,759	\$ 708,412	\$ 731,032
Total Dumpster Revenues	\$ 539,112	\$ 485,123	\$ 520,398	\$ 558,264	\$ 598,911
Over/(Under) Proposed Rates	\$ (158,162)	\$ (250,981)	\$ (222,361)	\$ (150,148)	\$ (132,121)
Cumulative Over/(Under)	\$ (158,162)	\$ (409,143)	\$ (631,504)	\$ (781,652)	\$ (913,773)

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Collection Center Proposed Rates

CURRENT

	Minimum Fee (lbs tiers)				Per Ton
	0-200	201-400	401-600	601-800	801+
Residential					
MSW	\$ 6.00	\$ 11.22	\$ 13.32	\$ 18.84	\$ 60.00
Yard waste	\$ 6.00	\$ 11.22	\$ 13.32	\$ 18.84	\$ 60.00

	Minimum Fee By Lbs					Per Ton
	0-100	101-350	351-650	651-1,000	1,001-1,999	2,000+
Commercial						
C&D	\$ 20.00	\$ 30.00	\$ 40.00	\$ 50.00	\$ 60.00	\$ 65.00
Yard waste	\$ 20.00	\$ 30.00	\$ 40.00	\$ 50.00	\$ 60.00	\$ 65.00

	Min Fee (lbs tiers)			Per Ton
	0-200	201-400	401-600	601+
Tree Branches				
	\$3.50	\$7.00	\$10.50	\$ 35.00

Rate Increase \$ -

Year 1 FY 2024

	Minimum Fee (lbs tiers)				Per Ton
	0-200	201-400	401-600	601-800	801+
Residential					
MSW	\$ 6.00	\$ 11.22	\$ 13.32	\$ 18.84	\$ 60.00
Yard waste	\$ 6.00	\$ 11.22	\$ 13.32	\$ 18.84	\$ 60.00

	Minimum Fee By Lbs					Per Ton
	0-100	101-350	351-650	651-1,000	1,001-1,999	2,000+
Commercial						
C&D	\$ 20.00	\$ 30.00	\$ 40.00	\$ 50.00	\$ 60.00	\$ 65.00
Yard waste	\$ 20.00	\$ 30.00	\$ 40.00	\$ 50.00	\$ 60.00	\$ 65.00

	Min Fee (lbs tiers)			Per Ton
	0-200	201-400	401-600	601+
Tree Branches				
	\$3.50	\$7.00	\$10.50	\$ 35.00

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Collection Center Proposed Rates

Per Ton Rate Increase \$ 27.00

Year 2 FY 2025

	Minimum Fee (lbs tiers)					Per Ton
Residential	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
MSW	\$ 9.00	\$ 18.00	\$ 27.00	\$ 36.00	\$ 54.00	\$ 90.00
Yard waste	\$ 9.00	\$ 18.00	\$ 27.00	\$ 36.00	\$ 54.00	\$ 90.00

	Minimum Fee (lbs tiers)					Per Ton
Commercial	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
C&D	\$ 9.00	\$ 18.00	\$ 27.00	\$ 36.00	\$ 54.00	\$ 90.00
Yard waste	\$ 9.00	\$ 18.00	\$ 27.00	\$ 36.00	\$ 54.00	\$ 90.00

	Minimum Fee (lbs tiers)					Per Ton
Tree Branches	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
	\$ 9.00	\$ 18.00	\$ 27.00	\$ 36.00	\$ 54.00	\$ 90.00

Per Ton Rate Increase \$ 15.00

Year 3 FY 2026

	Minimum Fee (lbs tiers)					Per Ton
Residential	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
MSW	\$ 10.50	\$ 21.00	\$ 31.50	\$ 42.00	\$ 63.00	\$ 105.00
Yard waste	\$ 10.50	\$ 21.00	\$ 31.50	\$ 42.00	\$ 63.00	\$ 105.00

	Minimum Fee (lbs tiers)					Per Ton
Commercial	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
C&D	\$ 10.50	\$ 21.00	\$ 31.50	\$ 42.00	\$ 63.00	\$ 105.00
Yard waste	\$ 10.50	\$ 21.00	\$ 31.50	\$ 42.00	\$ 63.00	\$ 105.00

	Minimum Fee (lbs tiers)					Per Ton
Tree Branches	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
	\$ 10.50	\$ 21.00	\$ 31.50	\$ 42.00	\$ 63.00	\$ 105.00

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Collection Center Proposed Rates

Per Ton Rate Increase \$ 10.00

Year 4 FY 2027

	Minimum Fee (lbs tiers)					Per Ton
Residential	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
MSW	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00
Yard waste	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00

	Minimum Fee (lbs tiers)					Per Ton
Commercial	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
C&D	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00
Yard waste	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00

	Minimum Fee (lbs tiers)					Per Ton
Tree Branches	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00

Per Ton Rate Increase \$ -

Year 5 FY 2028

	Minimum Fee (lbs tiers)					Per Ton
Residential	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
MSW	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00
Yard waste	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00

	Minimum Fee (lbs tiers)					Per Ton
Commercial	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
C&D	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00
Yard waste	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00

	Minimum Fee (lbs tiers)					Per Ton
Tree Branches	0-200	201-400	401-600	601-800	801-1,200	1,200+ lbs
	\$ 11.50	\$ 23.00	\$ 34.50	\$ 46.00	\$ 69.00	\$ 115.00

	Collection Center	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
1	Collection Center COS	\$ 596,651	\$ 718,454	\$ 680,605	\$ 674,127	\$ 705,750
2	Total Collection Center Revenues	\$ 382,871	\$ 599,311	\$ 699,440	\$ 769,884	\$ 773,733
3	Over/(Under) Proposed Rates	\$ (213,779)	\$ (119,143)	\$ 18,835	\$ 95,756	\$ 67,983
4	Cumulative Over/(Under)	\$ (213,779)	\$ (332,923)	\$ (314,088)	\$ (218,332)	\$ (150,348)

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Over/(Under) at Proposed Rates

Line No.	Description	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028	Notes
Polycarts							
1	Polycart Cost of Service	\$ 808,026	\$ 870,674	\$ 877,582	\$ 852,691	\$ 885,819	
2	Polycart Rates						
3	Residential	\$ 34.69	\$ 34.69	\$ 34.69	\$ 34.69	\$ 34.69	
4	Commercial	\$ 50.22	\$ 50.22	\$ 50.22	\$ 50.22	\$ 50.22	
5	Polycart Revenue						
6	Residential	\$ 1,286,721	\$ 1,292,966	\$ 1,299,626	\$ 1,306,287	\$ 1,312,947	
7	Commercial	\$ 59,059	\$ 59,059	\$ 59,059	\$ 59,059	\$ 59,059	
8	Total Polycart Revenue	\$ 1,345,780	\$ 1,352,024	\$ 1,358,685	\$ 1,365,345	\$ 1,372,006	
9	Over/(Under) Proposed Rates	\$ 537,755	\$ 481,351	\$ 481,103	\$ 512,654	\$ 486,187	
10	Cumulative Over/(Under)	\$ 537,755	\$ 1,019,105	\$ 1,500,208	\$ 2,012,862	\$ 2,499,048	
Dumpster Collection							
11	Dumpster COS	\$ 697,274	\$ 736,103	\$ 742,759	\$ 708,412	\$ 731,032	
12	Total Dumpster COS	\$ 697,274	\$ 736,103	\$ 742,759	\$ 708,412	\$ 731,032	
13	Total Dumpster Revenues	\$ 539,112	\$ 485,123	\$ 520,398	\$ 558,264	\$ 598,911	1,2
14	Over/(Under) Proposed Rates	\$ (158,162)	\$ (250,981)	\$ (222,361)	\$ (150,148)	\$ (132,121)	
15	Cumulative Over/(Under)	\$ (158,162)	\$ (409,143)	\$ (631,504)	\$ (781,652)	\$ (913,773)	
Collection Center							
16	Collection Center COS	\$ 596,651	\$ 718,454	\$ 680,605	\$ 674,127	\$ 705,750	
17	Total Collection Center Revenues	\$ 382,871	\$ 599,311	\$ 699,440	\$ 769,884	\$ 773,733	
18	Over/(Under) Proposed Rates	\$ (213,779)	\$ (119,143)	\$ 18,835	\$ 95,756	\$ 67,983	
19	Cumulative Over/(Under)	\$ (213,779)	\$ (332,923)	\$ (314,088)	\$ (218,332)	\$ (150,348)	
TOTAL OVER/(UNDER) AT PROPOSED RATES							
20	Total Revenue Requirement	\$ 2,101,950	\$ 2,325,231	\$ 2,300,946	\$ 2,235,231	\$ 2,322,601	
21	Total Project Revenue at Proposed Rates	2,267,763	2,436,458	2,578,523	2,693,493	2,744,650	
22	Over/(Under) Proposed Rates	\$ 165,813	\$ 111,226	\$ 277,577	\$ 458,262	\$ 422,049	
23	Cumulative Over/(Under)	\$ 165,813	\$ 277,040	\$ 554,616	\$ 1,012,878	\$ 1,434,927	
Footnotes:							
1 Dumpster revenues assumed a 30% reduction in the number of dumpsters served.							
2 If the number of dumpsters served and the configuration (frequency of pickup and size) remain unchanged, listed below would be the dumpster collection recovery.							
24	Total Dumpster Revenues	\$ 539,112	\$ 693,032	\$ 743,426	\$ 797,519	\$ 855,587	
25	Over/(Under) Proposed Rates	\$ (158,162)	\$ (43,071)	\$ 667	\$ 89,108	\$ 124,555	
26	Cumulative Over/(Under)	\$ (158,162)	\$ (201,233)	\$ (200,566)	\$ (111,459)	\$ 13,097	

City of Truth or Consequences, New Mexico
Solid Waste Cost of Service Study
Reserves

Line No.	Fund Account	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
1	O&M Costs (excluding debt)	\$ 2,115,613	\$ 2,338,041	\$ 2,318,101	\$ 2,366,731	\$ 2,454,101
2	90 days of O&M Costs	\$ 521,658	\$ 576,503	\$ 571,587	\$ 583,577	\$ 605,121
3	Current Reserve Balance	\$ -	\$ 165,813	\$ 277,040	\$ 554,616	\$ 1,012,878
4	Solid Waste Over/(Under) Recovery	165,813	111,226	277,577	458,262	422,049
5	Ending Reserve Balance	\$ 165,813	\$ 277,040	\$ 554,616	\$ 1,012,878	\$ 1,434,927
6	Excess Reserves	\$ -	\$ -	\$ -	\$ 429,301	\$ 829,807
7	90 Day Reserve Goal Met	 No	 No	 No	 Yes	 Yes

NewGen
Strategies & Solutions

Parkhill



8140 North Mopac Expressway, Suite 1-240
Austin, TX 78759
Email: dyanke@newgenstrategies.net
(512) 649-1254
www.newgenstrategies.net



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 28, 2024

Agenda Item #: G.3

SUBJECT: PD Update
DEPARTMENT: City Manager's Office
DATE SUBMITTED: February 22, 2024
SUBMITTED BY: City Clerk Torres
WHO WILL PRESENT THE ITEM: Chief of Police Tavizon

Summary/Background:

PD Update

Recommendation:

Presentation only

Attachments:

- N/A
- Click here to enter text.

Fiscal Impact (Finance): N/A

Click here to enter text.

Legal Review (City Attorney): N/A

Click here to enter text.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 2-28-24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 28, 2024

Agenda Item #: G.4

SUBJECT: Discussion/Action - Summary Plat Amendment 808 Maple

DEPARTMENT: Community Development

DATE SUBMITTED: February 23, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

Request for a Summary Plat Amendment at 808 N. Maple. Applicant wishes to amend their lot line and combine parcels 3021078432173 and 3021078432164

Public Hearing was held at the P & Z Meeting on 2-12-24 and recommended for approval

Recommendation:

Approve Summary Plat Amendment

Attachments:

- P & Z Agenda Packet
- Draft Meeting Minutes P & Z 2-12-2024

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC agendas 2-28-24

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MINUTES
MONDAY, FEBRUARY 12, 2024**

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission 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, February 12, 2024, at 4:00 p.m.

INTRODUCTION:

ROLL CALL:

Chris Sisney, Chairman
Susan Buhler, Vice Chairman
Esther Luchini, Member
Lisa Kent, Member

ALSO PRESENT:

Traci Alvarez, Assistant City Manager
Angela A. Torres, City Clerk

1. APPROVAL OF AGENDA:

Chairman Sisney made a motion to approve the agenda. Member Luchini seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES:

a) November 13, 2023.

Chairman Sisney made a motion to approve the minutes. Member Luchini seconded the motion. Motion carried unanimously.

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

There were no comments from the public.

4. PUBLIC HEARINGS (5 Minute Rule Applies)

a) Public Hearing/Discussion/Action: Request for a Summary Plat Amendment at 808 N. Maple. The applicant wishes to amend their lot line and combine parcels 3021078432173 and 3021078432164.

Assistant City Manager Alvarez: This is a public hearing and discussion/action for a request for a summary plat amendment at 808 N. Maple. Both of the parcel numbers are noted on the agenda. The property owners own both parcels near 808 N. Maple. One is addressed as 808 Maple. They are doing

some building on the property, and they would like to continue to do some building for the main dwelling unit, but in order to do that they need to vacate their lot line and combine the two parcels into one. There are no issues with electric, water or sewer, and there are not any street issues.

City Clerk Torres swore in the participants for the public hearings.

Chairman Sisney opened the public hearing.

Proponents:

Steve Green: Shortly after Kim and Terry purchased the properties, my wife and I met them, and we could not have been more pleased to have these folks right across the street from us as our new neighbors. It was empty property, which doesn't do the city any good. They have come into our community, and built, and now they would like to build their home. They have been active in the community, and they take part in community life by attending events, and I would certainly hope that the Commission would put these two properties together so Kim and Terry could move forward with their project, and we will no for sure in the nighttime that they will be there in the morning for us and our neighborhood.

Assistant City Manager Alvarez: If I could follow up on that, this property is kind of what we would consider a success story. The city acquired this property a few years back as a property abatement. We put a lien on the property, and acquired the property, then we put it up for sale. It was purchased, and now they are doing some building and development on it. They have followed all planning & zoning rules, and they submitted all plans for everything that they have been doing so far.

Paula Green: I live across from Kim and Terry. We are really grateful to have them there. Before the city acquired the property, it was an abandoned house who had some squatting it. It was really ugly, and the guy seemed quite dangerous. I also had an altercation with him, so we were really happy that the city acquired the property and tore down the house, and we are so happy to see people who are good neighbors move in, and I hope you vote to approve this.

Kim Birdsall, applicant: I would like you to consider this combination of parcels, and I hope in the future, if it allows to be more, and more active in this community.

Opponents:

There were no opponents.

Chairman Sisney closed the public hearing.

Member Kent: Your intention is to build your primary residence here?

Kim Birdsall, applicant: Yes ma'am.

Member Luchini: Is there no direct access to the property off of Maple?

Kim Birdsall, applicant: That is correct. There is a slope on that side. It is in the middle. The mailing address of that property is actually 540 8th Avenue. That is where we have a mailbox on the front piece

of the property. Right now, we have a guest house/studio on the 808 portion of the property, and we would like to build our home closer to 8th avenue across the parcel.

Member Luchini: Okay. I believe this area photo is mis-marked. Between 7th and 8th on the photo, it should be 8th and 9th.

Assistant City Manager Alvarez: That would be my fault from working at home. My mapping system is not so great on the home computer. Also, once they get ready to build their main dwelling unit, the address will be based on the direction of their front door. That is how the County determines the address.

Member Luchini made a motion to recommend approval to the City Commission for a Request for a Summary Plat Amendment at 808 N. Maple to amend the lot line and combine parcels 3021078432173 and 3021078432164. Member Kent seconded the motion. Roll call vote was taken. Motion carried unanimously.

5. REPORTS FROM THE BOARD:

Member Kent: In the future, can we get an explanation as to why the meetings are cancelled whenever we have a meeting cancellation?

City Clerk Torres: That shouldn't be a problem.

6. REPORTS FROM STAFF:

There were no reports from city staff.

7. ADJOURNMENT:

Member Luchini made a motion to adjourn. Vice-Chairman Buhler seconded the motion. Motion carried unanimously.

PASSED AND APPROVED ON THIS 11th DAY OF March, 2024.

Chris Sisney, Chairman
Planning & Zoning Board



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 2-12-24

ITEM: Discussion/Action: Summary Plat Amendment 808 Maple

BACKGROUND: Request for a Summary Plat Amendment at 808 N. Maple. Applicant wishes to amend their lot line and combine parcels 3021078432173 and 3021078432164.

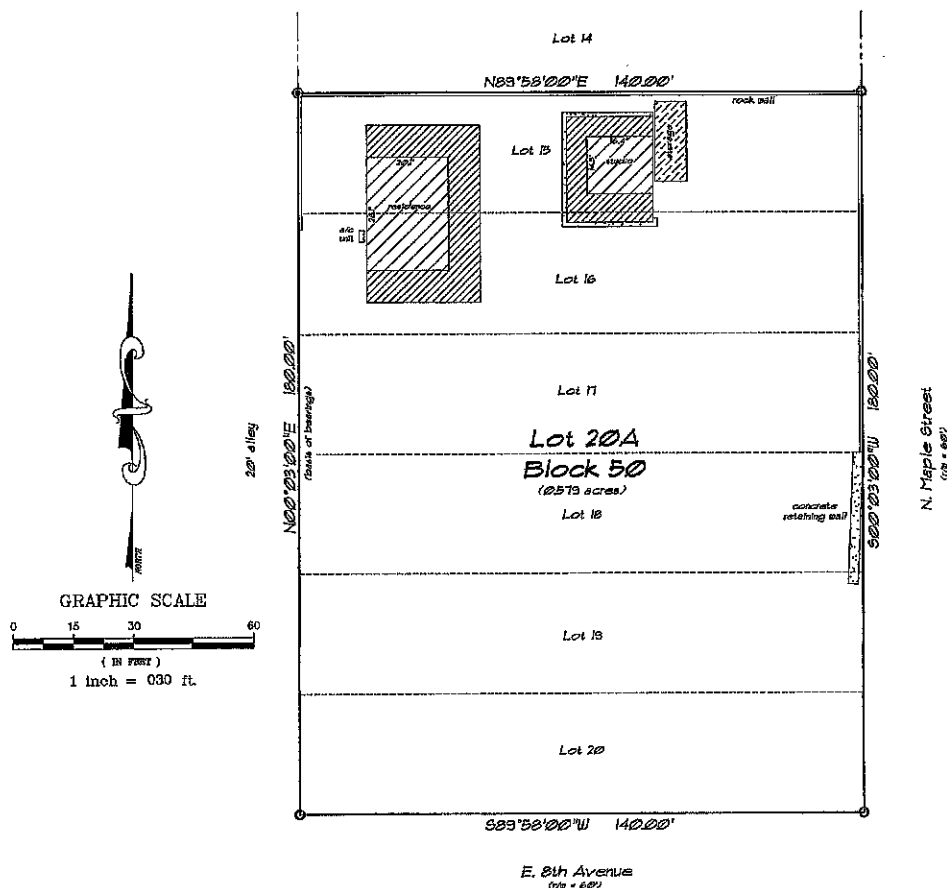
SUPPORT INFORMATION:

Summary Plat
Parcel Map
Parcel Map Wide View
Public Hearing Notice
Findings of Facts Checklist

Name of Drafter: Traci Alvarez	: Assistant City Manager	
E-mail: talvarez@torcnm.org	Phone: 575-894-6673	

ALTERNATE SUMMARY PROCEDURE-SUMMARY PLAT

of Lots 15 thru 20, Block 50, (now known as Lot 20A, Block 50),
La Vista Addition to Hot Springs,
a subdivision in the City of Truth or Consequences, Sierra County,
New Mexico



Reference:

Lots 15 thru 17:
Account No. 48
Block 10, Page 1455, (Warranty Deed)
UPC 362-107-843-7164

Lots 18 thru 20:
Account No. 5534
Block 19, Page 4665, (Warranty Deed)
UPC 362-107-843-7175

La Vista Addition Subdivision Plat filed on January 27, 1935, (Plat No. 18-B,
Slide No. 57)

National Flood Insurance Program, Flood Insurance Rate Map Community-Panel
No. 330013 00225 C, (map revised July 16, 1956)

City of Truth or Consequences Subdivision Codes, Ordinance Number 555, Chapter
15, Section 15, Alternate Summary Procedure, (adopted May 23, 2006)

Notes:

These lots are subject to easements, restrictions and reservations of record

The lots shown herein are located within the boundaries of Flood Zone X, "area
determined to be outside 500-year flood plain"

Use drawing scale to determine measurements when not labeled

On corners found without survey identification, an aluminum tag stamped "NPLS
1228" was applied

The herein described replat of lots were created under the City of Truth or
Consequences Subdivision Codes, Ordinance Number 555

Legend:

found 1/2" rebar, (no survey identification) ⊙

found 1/2" rebar with survey stamp stamped "NPLS 1228" ⊙

vacated lot line -----

ACKNOWLEDGMENT

This replat of lots, as shown herein, is with the free consent and in accordance
with the wishes and desires of the undersigned owners and proprietors of the
lots, to-wit:

Kim Talbot Birdsell
Kim Talbot Birdsell

STATE OF NEW MEXICO)
COUNTY OF SIERRA)
The foregoing instrument was acknowledged before me this 13th day of
November, 2023 by Kim Talbot Birdsell

April Anne Campbell
Notary Public

My Commission Expires 10/18/2026

Tori D'Ann Davis
Tori D'Ann Davis

STATE OF NEW MEXICO)
COUNTY OF SIERRA)
The foregoing instrument was acknowledged before me this 13 day of
November, 2023 by Tori D'Ann Davis

April Anne Campbell
Notary Public

My Commission Expires 10/18/2026

The City of Truth or Consequences does hereby acknowledge
this replat of lots as shown on this plat.

Mayor

Date:

October 3, 2023

Chaparral Surveying, LLC

Professional Land Surveying

P.O. Box 620 Elephant Butte, New Mexico 87806

CERTIFICATE

This is to certify that I am a registered Professional
Land Surveyor, that this plat is prepared from notes
of field surveys made by me or under my supervision,
that said surveys and this plat are true and correct
to the best of my knowledge and belief.
I further certify that this survey is an Alternate Summary
Procedure of an existing tract or tracts.

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

David M. Bero
David M. Bero
New Mexico Professional Surveyor
License Number 1228

INDEXING INFORMATION FOR COUNTY CLERK

Tori Davis & Kim Birdsell (419)
Kim Talbot Birdsell & Tori D'Ann Davis (3534)
La Vista Addition
Section 34, Tship. 13 South, Rge. 4 West





8TH STREET

MAPLE
ST

7TH STREET

100ft

*Amanda Forrister
Commissioner*

*Rolf Hechler
Commissioner*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Ingo Hoepfner
Commissioner*

*Angie Gonzales
City Manager*

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Monday, February 12, 2024, to receive input regarding the following:

Public Hearing/Discussion/Action: Public Hearing request for a Summary Plat Amendment at 808 N. Maple. Applicant wishes to amend their lot line and combine parcels 3021078432173 and 3021078432164.

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 4:00 p.m.

Should you have any questions regarding this Public Hearing, please contact Traci Alvarez at (575) 941-0565 or by email at talvarez@torcnm.org.

The agenda may be obtained on Friday, February 9, 2024, on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel— Friday, January 5, 2024

PLANNING AND ZONING COMMISSION

FINDINGS OF FACTS CHECKLIST

Request Date _____ Address _____

Findings of facts for recommendations and decisions.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone* and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

*Spot Zoning: The singling out of a lot or small area for a District change, which is out of harmony with the comprehensive plan and surrounding land to secure special benefits for a particular property owner without regard for the rights of adjacent landowners.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 28, 2024

Agenda Item #: G.5

SUBJECT: Discussion/Action - First Amendment to Land Lease Agreement between Truth or Consequences Municipal Airport, Ads-B Radio Station Site Sv154-25

DEPARTMENT: Community Development

DATE SUBMITTED: February 23, 2024

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez Assistant City Manager

Summary/Background:

L3 takes care of the ADSB antenna that is at the airport.

Recommendation:

Approve Lease Amendment

Attachments:

- SV154-25 Truth or Consequences [fully executed]
- SV154-25 Assignment
- SV154-25 Truth or Consequences 1st Amendment

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: Cc agendas 2-28-24

LAND LEASE AGREEMENT

Between the

CITY OF TRUTH OR CONSEQUENCES

And

ITT CORPORATION

Lease Number: SV154-25
Facility: ADS-B Radio Station Site
Location: Truth or Consequences Municipal Airport

THIS LEASE made and entered into this 27th day of October in the year 2009, by the between the City of Truth of Consequences, whose address is:

505 Sims Street
Truth or Consequences, New Mexico 87901

Hereinafter referred to as the Lessor and ITT Corporation, hereinafter referred to as ITT, whose address is:

12975 Worldgate Drive
Herndon, Virginia 20170

WHEREAS, the parties understand and agree that this agreement is taken in support of FAA Contract DTFWA-07-C-00067, issued to ITT on August 30, 2007.

For valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. PREMISES

The Lessor hereby leases to ITT the following described property located at the Truth or Consequences Municipal Airport consisting of an area of land 25' x 25', 625 square feet more or less, and as set forth in Exhibit A which is incorporated herein by reference and made a part hereof, together with the following rights of use.

- (a) A right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining electric power and telecommunication

lines to the premises; and unless herein described otherwise, to be by routes reasonably determined and agreed by the parties.

- (b) And the right to make alterations to the premises to support the ITT radio site equipment, after concurrence by the Lessor as to the site design details prior to start of construction and prior to any alterations during the life of this lease.

2. PUBLIC UTILITIES

ITT is responsible for the provision of any and all required electrical power and/or telecommunications services to the leased site for the term of this lease. The Lessor is not responsible to provide any type of public utilities at or on the leased site.

3. TAXES

ITT shall be responsible for the payment of any applicable taxes, fees or governmental assessments against any equipment, personal property and/or improvements owned, leased or operated by Licensee or directly associated with Licensee's use of the Licensed Premises.

4. INSURANCE

ITT shall maintain in full force during the term of this Agreement and shall cause all contractors or subcontractors performing work on any Licensed Site prior to the commencement of any such work on behalf of ITT to maintain the following insurance:

- (a) Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
- (b) Commercial General Liability Insurance (Bodily Injury and Property Damage) the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.

5. TERM

To have and to hold said premises with their appurtenances for the term beginning at the date of this lease agreement, subject to renewal rights, as may be hereafter set forth.

6. CONSIDERATION

ITT shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to ITT herein are in consideration of the obligations assumed by ITT in its establishment, operation and maintenance of the ADS-B radio station facilities upon the premises hereby leased.

7. RENEWAL

This lease may be renewed from year to year at the option of ITT upon the terms and conditions herein specified. ITT's option shall be deemed exercised and the lease renewed each year for one (1) year unless ITT gives the Lessor thirty (30) days written notice that it will not exercise its option, before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond September 30, 2025.

8. RESTORATION

It is hereby agreed between the parties, that upon termination of its occupancy, ITT shall restore the property which is the subject matter of this lease including removal of structures, equipment, and fencing but excluding foundations and subsurface ducting, cables, and grounding systems.

9. INTERFERENCE WITH RADIO SITE OPERATIONS

The Lessor agrees not to erect or allow to be erected any structure or obstruction on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by ITT under the terms of this Lease unless consent hereto shall first be secured from ITT in writing. ITT consent shall not be unreasonably withheld and ITT shall support the Lessor in the evaluation of any potential interference issues. The Lessor shall act in a reasonable way for any construction in proximity to the communication tower, with regard to new construction and RF interference. The Lessor shall be allowed to pursue construction activity giving proper clearance to Lessee's tower communication activities. ITT consent shall also be contingent upon FAA approval, when interference results in limitations in radio station performance within the NAS.

10. HAZARDOUS SUBSTANCE

ITT agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of ITT's facilities.

The Lessor agrees to save and hold ITT harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on

the leased premises not directly attributable to the installation, operation and/or maintenance of ITT's facilities.

11. QUIET ENJOYMENT

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend ITT's use and enjoyment of said premises against third party claims.

12. CONTRACT DISPUTES

This Agreement shall be governed by the laws of New Mexico, with the exception of its choice of law provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect.

13. SUCCESSORS

The terms and provisions of this lease and the conditions herein bind and Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

The terms and provisions of this lease and the conditions herein bind ITT and ITT's heirs, executors, administrators, successors, and assigns.

14. NOTICES

All notices/correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other).

TO LESSOR: Truth or Consequences Municipal Airport
505 Sims Street
Truth or Consequences, NM 87901
Attn: airport Manager

TO ITT: ITT Corporation
12975 Worldgate Drive
Herndon, VA 20170
Attn: ADS-B subcontracts Department

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as the date above written.

ATTEST:

LESSOR:

By: Mary B Penn

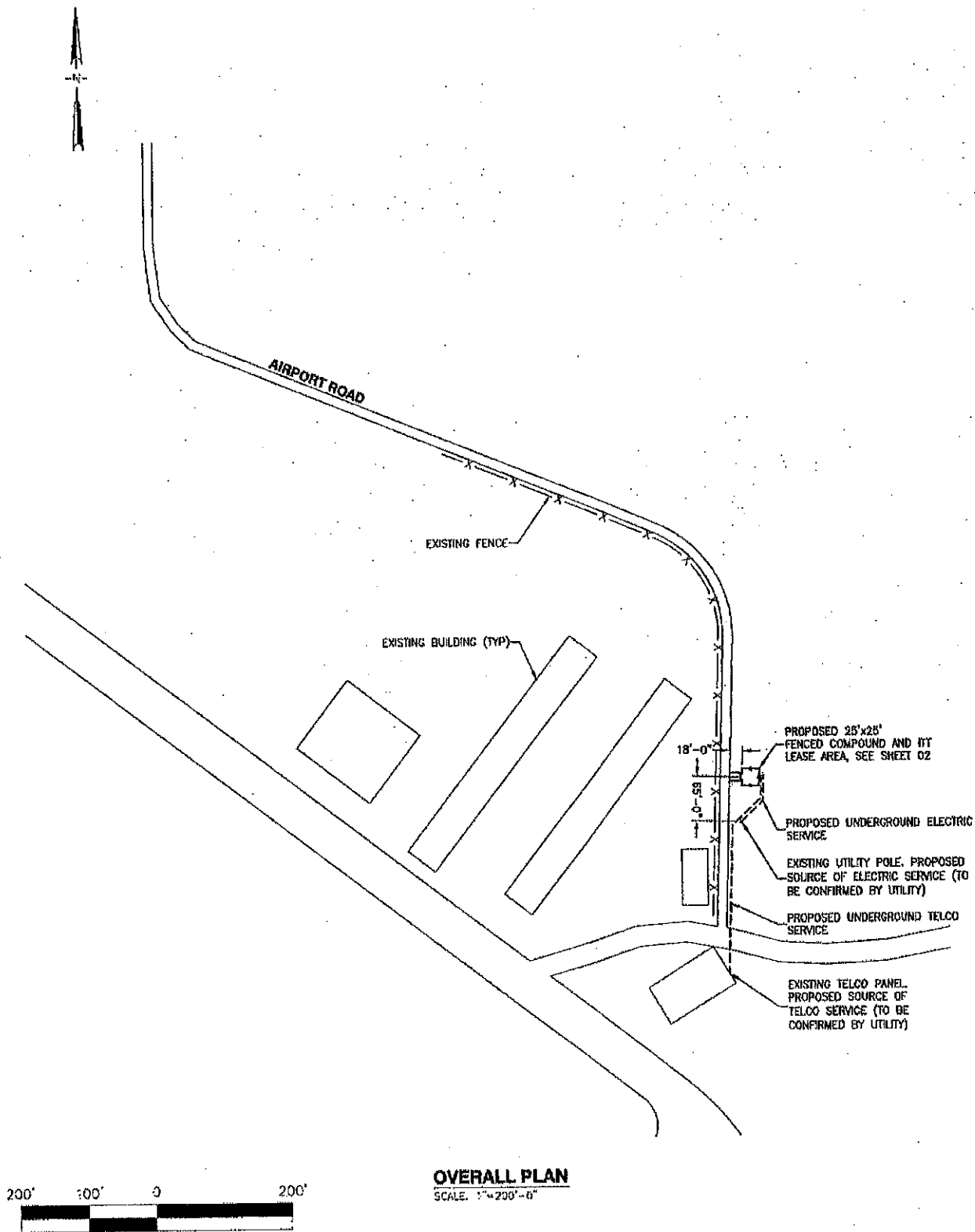
By: R. Huntzmeier

ITT CORPORATION

By: Frank Bellente
Vice President Director of
Contracts and Purchasing

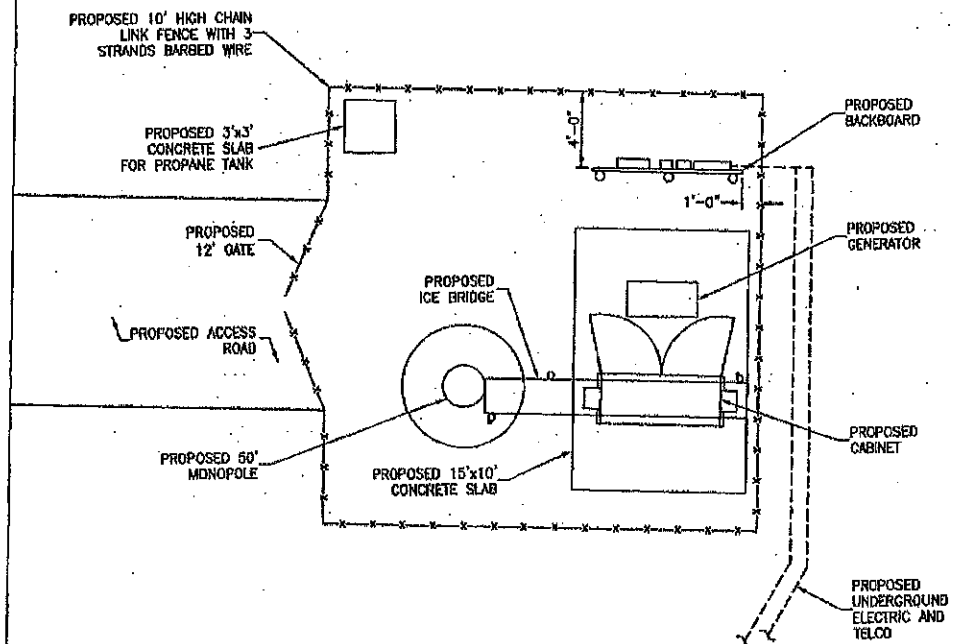
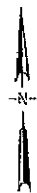
Date: 12-8-2009

Dec 04, 2009 - 5:05pm
 F:\Project\1183 - ITT\288001005 - 535 Radio Station Sites for SV154\Code\SV154-25 T or C Airport\Lease\01.DWG



C&S COMPANIES	C&S Engineers, Inc. 499 Col. Eileen Collins Blvd. Syracuse, New York 13212 Phone: 315-456-2000 Fax: 315-456-9667 www.cscos.com	SITE NAME: TRUTH OR CONSEQUENCES SITE NUMBER: ITT SV154-25 5055 IMS STREET TRUTH OR CONSEQUENCES, NM 87901		ITT Advanced Engineering & Sciences 2575 WINDGATE DRIVE MERRICK, VA 20116		
					OVERALL SITE PLAN	
					DATE: 12-4-09	DRAWN: 01

Dec 04, 2003 - 5:03pm
 F:\Project\169 - ITT\16900\005 - SBS Radio Station Sites for SV154-25 T or C Airport\16900\02.DWG



EQUIPMENT LAYOUT PLAN

SCALE: 1" = 10'-0"



C&S Engineers, Inc.
 499 Col. Eileen Collins Blvd.
 Syracuse, New York 13212
 Phone: 315-455-2000
 Fax: 315-455-9667
 www.cscos.com

SITE NAME: TRUTH OR CONSEQUENCES
SITE NUMBER: ITT SV154-25
 5035 IMS STREET
 TRUTH OR CONSEQUENCES, NM 87901

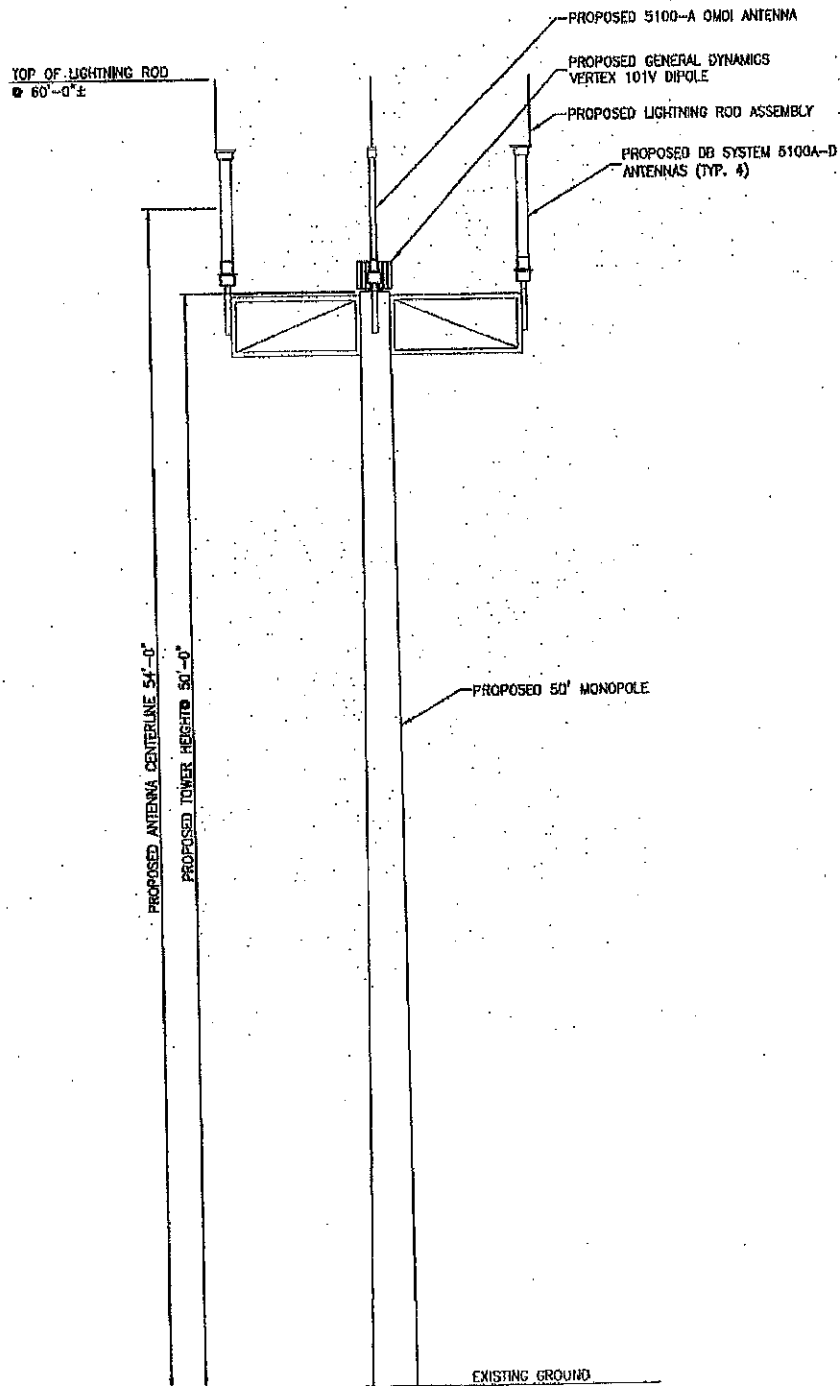


ITT
 Advanced Engineering & Sciences
 12875 WORLDGATE DR-VI
 ALEXANDRIA, VA 22304

EQUIPMENT LAYOUT PLAN		
DATE	DESIGNED BY	BY
12-4-09	02	D

AS PLO 202

Dec 04, 2009 - 5:04pm
 F:\Project\H89 - ITT\H89001005 SRS Radio Station Sites for SV154\Code\SV154-25 T or C Airport\License\03.DWG



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



ALL EQUIPMENT LOCATIONS ARE APPROXIMATE
 AND ARE SUBJECT TO APPROVAL BY
 LESSEE/LICENSEE STRUCTURAL & RF ENGINEERS.
 LOCATIONS OF POWER & TELEPHONE FACILITIES
 ARE SUBJECT TO APPROVAL BY UTILITIES
 COMPANIES.



C&S Engineers, Inc.
 499 Col. Eileen Collins Blvd.
 Syracuse, New York 13212
 Phone: 315-455-2000
 Fax: 315-455-9667
 www.cscos.com

SITE NAME: TRUTH OR CONSEQUENCES
SITE NUMBER: ITT SV154-25
 5055 IMS STREET
 TRUTH OR CONSEQUENCES, NM 87901

ITT Advanced Engineering & Sciences 12875 WORLDGATE DRIVE MERRIDON, VA 20112	
Engineered for life	
TOWER ELEVATION	
DATE	Drawn/Revised
12-4-09	05
	01

BY ITT A 32

ASSIGNMENT OF AGREEMENT

The "Agreement" as referenced herein is the Land Lease Agreement, dated October 27, 2009, made by and between the City of Truth or Consequences and ITT Corporation.

By signing below, ITT Corporation and Exelis Inc. do hereby attest that on October 31, 2011 a tax-free spin-off was conducted by ITT Corporation, which created three independent publicly-traded corporations, and Exelis Inc., being one of these corporations, retains the government contracting business area related to the Agreement. Therefore, ITT Corporation and Exelis Inc. desire to assign the Agreement from ITT Corporation to Exelis Inc.

The parties do hereby agree that the Agreement is assigned as of the date last signed below by ITT Corporation to Exelis Inc., an Indiana corporation, with the consent of the City of Truth or Consequences and is effective as of October 31, 2011. All obligations, rights and responsibilities of ITT Corporation under the Agreement shall be conveyed to and accepted by Exelis Inc. and all references in the Agreement to ITT Corporation shall be considered replaced with Exelis Inc. upon the date of this assignment. All other terms and conditions of the Agreement shall remain unchanged and are in full force and effect.

Contact persons, addresses, telephone numbers, FAX numbers, and email addresses, as shown in the Agreement, remain unchanged.

ITT Corporation does hereby attest to the above and assign the Agreement, including conveyance of all rights and responsibilities thereof.

Burt M Fealing
Print Name
Burt M. Fealing
Signature

Senior Vice President,
General Counsel and Secretary
Title
6/28/13
Date

Exelis Inc. does hereby attest to the above and accept assignment of the Agreement, including acceptance of all rights and responsibilities thereof.

GREGORY P. HUGHES
Print Name
G. P. Hughes
Signature

SR. CONTRACTS MANAGER
Title
7/2/13
Date

The City of Truth or Consequences does hereby consent to the assignment of the Agreement, including all rights and responsibilities thereof, from ITT Corporation to Exelis Inc.

WILLIAM SUTTON
Print Name
W. Sutton
Signature

Asst City Mgr
Title
7.23.13
Date

**FIRST AMENDMENT TO LEASE
TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT, ADS-B RADIO STATION SITE SV154-25**

This First Amendment ("Amendment") is made by and between **L3Harris Technologies, Inc.**, ("Lessee") a Delaware corporation, and the **City of Truth or Consequences**, ("Lessor"). This amendment is effective as of the date of the last signature below ("Effective Date"). This Amendment may refer to L3Harris and the City of Truth or Consequences collectively as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, the original ADS-B radio station site lease agreement ("Agreement") originally dated 27 October 2009 was between the City of Truth or Consequences and ITT Corporation ("Original Lessee"); and

WHEREAS, Original Lessee divested into Exelis Inc. effective October 31, 2011, Exelis Inc. then merged with and into Harris Corporation effective as of December 31, 2015, and Harris Corporation changed its name to L3Harris Technologies, Inc. effective as of June 29, 2019; and

WHEREAS, the ADS-B radio station site on the leased premises is an integral part of the FAA National Airspace Systems (NAS); and

WHEREAS, the initial 18-year FAA contract term for ADS-B surveillance services with the Lessee concludes at the end of GFY 2025 with such contract services thereafter being continued by FAA extension to the current contract and/or continued under a new FAA contract; and

WHEREAS, Lessor and Lessee desire to amend the terms of the Agreement to update the point of contact for Notice and to extend the term thereof and to otherwise modify the Agreement as expressly provided herein to accommodate services beyond GFY2025 by removing the September 30, 2025 occupancy limitation and replacing it with a limitation based on the then-current FAA contract, thereby providing assurance to the airport that the lease remains valid only if the lessee has an active contract with the FAA that is supported by the leased premises.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties mutually agree as follows:

- 1. RENEWAL.** Section 7 of the Agreement is deleted and replaced with the following:

This lease may be renewed from year to year at the option of Lessee upon the terms and conditions herein specified. Lessee's option shall be deemed exercised and the lease renewed each year for one (1) year unless Lessee gives Lessor thirty (30) days written notice that it will not exercise its option, before this lease or any renewal thereof expires; provided, that no renewal thereof shall extend the period of occupancy of the premises beyond the term of the then-current FAA contract supported by the use of the premises.

2. NOTICES. Section 14 of the Agreement is deleted and replaced with the following:

All notices/correspondences shall be in writing and shall be addressed as follows (or to such other address as either Party may designate from time to time by notice or correspondence to the other).

TO LESSOR: Truth or Consequences Municipal Airport
505 Sims Street
Truth or Consequences, NM 87901
Attn: Airport Manager

TO LESSEE: L3Harris Technologies, Inc.
Attn: Jennifer Banasik
2235 Monroe Street (5th floor),
Herndon, VA 20171.
Jennifer.Banasik@L3harris.com.

3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized officers or representatives as of the date shown below.

CITY OF TRUTH OR CONSEQUENCES

L3HARRIS TECHNOLOGIES, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: February 28, 2024

Agenda Item #: G.6

SUBJECT: Approval of Purchase Requisitions Over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: February 23, 2024
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Angie Gonzales, City Manager

Summary/Background:

Contract and Purchases More Than \$20,000)

Recommendation:

Approval Recommended by Finance Director

Attachments:

- -
- -

Fiscal Impact (Finance): Choose an item.

As Per Total on Listing of Purchase Requisitions

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agenda 2-28-24



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: February 28, 2024

Agenda Item #: G.7

SUBJECT: CD Technology Amendment to Service Contract

DEPARTMENT: City Manager's Office

DATE SUBMITTED: February 23, 2024

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager Gonzales

Summary/Background:

CD Technology is requesting an amendment to the existing contract as there is substantial growth within the city's network that will require more man hours per week. The city has funding in the 315 for IT that needs to be expended by the end of the FY.

Recommendation:

Approve

Attachments:

- CD Technology Amendment Proposal
- CD Technology Contract

Fiscal Impact (Finance): Yes

\$15,000.00

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 2-28-24

CD TECHNOLOGY AMENDMENT TO SERVICE CONTRACT

OVERVIEW

CD Technology is requesting an amendment to our existing contract. CD Technology was contracted to provide 16 man hours per week of IT Support. With the growth of the city network and added services needed to accomplish the network upgrade for the Police Department and city hall, and the upgrade to Office 365 we have been providing 40-60 man hours per week of support. I was informed last week that the municipal courts network would be moved to the PD, this move will come with many more hours and consulting contractors.

The Objective

- Need #1: Bring current network up to today standards
- Need #2: Upgrade PD network to include endpoint security for needed security
- Need #3: Install and maintain the recently acquired PC's & laptops (approximately 60) in the last 45 days
-

The Solution

- Recommendation #1: CD Technology will provide need man power.
- Recommendation #2: CD Technology will oversee all contractor work
- Recommendation #3: CD Technology will provide support for the Office 365 upgrade.
-

OUR PROPOSAL

To provide the needed support to accomplish our goals I am proposing an amendment to the current contract. CD Technology is requesting an additional \$15,000 to the existing contract.

APPENDIX I

IT SUPPORT SERVICES AGREEMENT

The Agreement included in this APPENDIX I represents the contract the Agency intends to use to make an award. The City of Truth or Consequences reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences New Mexico (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and CD TECHNOLOGY (the "Contractor") and is effective as of the date set forth below upon which it is executed.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the City of Truth or Consequences; and

WHEREAS, all terms and conditions of the Request For Proposal Number 22-23-003 IT Support Services and the Contractor's response to such document(s) are incorporated herein by reference (Attachment A).

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

- a. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

2. Compensation.

- a. The City shall pay to the Contractor a flat amount of \$ 6,666.67 per month plus New Mexico Gross Receipts Tax not to exceed an annual flat amount of \$ 80,000.00 plus New Mexico Gross Receipts Tax for services satisfactorily performed.
- b. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year (the fiscal year is July 1 to June 30) in which the services were delivered.

- c. Contractor must submit a detailed statement accounting for all services performed and expenses incurred to the Accounts Payable Department at 505 Sims Street, Truth or Consequences, NM 87901. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

- a. This Agreement shall be in effect as of July 1, 2023 and will expire on June 30, 2024.

4. Contract Renewal.

- a. This contract may be renewed up to three (3) additional years after the original contract issue date.
- b. Renewal can only be initiated by the City after approval of the City Commission.

5. Termination.

- a. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination along with contractors expenses to comply with City's termination notice, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City, and fails to implement corrective action within ten (10) business days of the City's notice, or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein and contractors failure to implement corrective actions for fault. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

- b. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

- a. The terms of this Agreement are contingent upon sufficient appropriations and authorization. If sufficient appropriations and authorization do not exist, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

- a. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Truth or Consequences. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Discrimination Prohibited

- a. In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

9. ADA Requirement

- a. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the regulations, (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its

officials, agents, and employees from and against any claims, actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

10. Reports and Information

- a. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered in this Agreement. (additional requirements may be added)

11. Establishment and Maintenance of Records

- a. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by City, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided to the City as directed by the City Manager.

12. Publication, Reproduction and Use of Materials

- a. No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The City and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the City Commission.

13. Construction and Severability

- a. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

14. Claims

- a. The Contractor shall defend, save and hold harmless the City from claims to the extent caused or allegedly caused by negligence on the part of the Contractor in performance of Contractor's scope of work under this Agreement.

15. Subcontracting

- a. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

16. Release

- a. Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

17. Confidentiality

- a. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

18. Product of Service - Copyright.

- a. All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

19. Conflict of Interest; Governmental Conduct Act.

- a. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- b. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

20. Merger.

- a. This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. Penalties for Violation of Law.

- a. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

- b. The parties hereto affirmatively state that no illegal bribes, gratuities or kickbacks of any sort have been or will be made or requested in connection with this Agreement.

22. Equal Opportunity Compliance.

- a. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

23. Applicable Law.

- a. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

24. Workers Compensation.

- a. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

25. Records and Audits

- a. The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City and to assure proper accounting for all project funds, both federal and non-federal shares. 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 payment for the work under this Agreement unless permission to destroy them is granted by the City and the funding City.

26. Indemnification.

- a. The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source to the extent caused by the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor or City the receiving party shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the other party by certified mail.

27. Invalid Term or Condition.

- a. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

28. Enforcement of Agreement.

- a. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

29. Notices.

- a. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

- b. To the City:

- i. City Manager,
505 Sims Street
Truth or Consequences, NM 87901

- c. To the Contractor:

- ii. _____

30. Authority.

- a. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

31. Insurance

- a. Contractor shall maintain the types and amounts of insurance required by the New Mexico State Tort Claims Act for the term of this Agreement.

32. Assignability

- a. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the City thereto: Provided, however, that 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.

33. Amendment

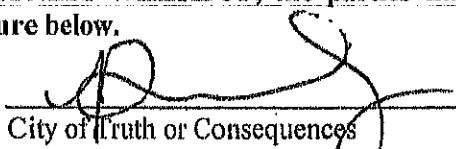
- a. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- b. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

34. Entire Agreement:

- a. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the City of Truth or Consequences.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature below.

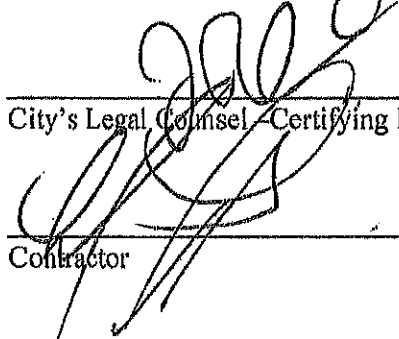
By:


City of Truth or Consequences

Date:

6/14/23

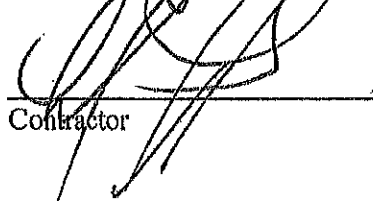
By:


City's Legal Counsel Certifying legal sufficiency

Date:

6/14/23

By:


Contractor

Date:

6.21.23

EXHIBIT A

SCOPE OF WORK IT SUPPORT SERVICES

1. Initial Assessment

Review, perform, and maintain the technology inventory in the City, assessment of the systems architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations.

2. Desktop Application Support

Performance of essential support functions, including the installation of PC's, laptops, mobile devices, printers, peripherals, and office software; diagnosis and correction of desktop application problems, configuring of PC's, laptops, and mobile devices for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer-related hardware, to make available to City personnel upon request. Contract will be expected to assist staff in obtaining quotes for purchases of technology equipment and software.

3. Server and Workstation Administrative Services

Management of networks and computer systems, including complex applications, databases, messaging, servers, and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems. Scheduling of preventive maintenance for equipment in the areas of coverage is promptly and adequately performed; development of operations, quality assurance for backup plans and procedures are being followed.

Configuration management, including changes, upgrades, patches, etc., is maintained; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.

4. Network Administration Services

Maintenance and support of network equipment, including switches, firewalls, routers, and other security devices are included. Installation and maintenance of printers, scanners, network devices et al.; analysis, routine configuration changes, and installation of patches and upgrades; minor cabling if needed; alert notifications in case of equipment failure. Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity management services; continuous troubleshooting is required.

5. Email, Security, and Backup Efforts

Maintenance of City email accounts using the City domain, adding, changing, and/or deleting employee accounts as requested; maintenance of virus-detection programs on the City servers and user computers and laptops; performance of periodic security audits,

including notification of suspected breaches of security to the City are required. A data backup policy, with procedures in place to handle daily, weekly, and monthly backup of the computer, data, information, email, and the like; program to restore systems and data if servers and/or computers go down, are required.

6. Support and Maintenance of the Following:

- General End User Support for PC, Laptop, Mobile device, Printing and other technical issues (Approximately 120 End User PCs/Laptops)
- City Hall Active Directory, File Server, Laserfiche, Hyper-V and Legacy VMware Servers, and Network Attached Storage Device (NAS) devices (4 Physical Servers, 3 Virtual Servers, 3 NAS)
- Police Department Active Directory, File Server, Body Cam Server, Application Servers, Hyper-V Host, NAS device and SAN servers (3 Physical Servers, 6 Virtual Servers, 1 NAS).
- Municipal Court Application and Database Servers and NAS device (2 Servers, 1 NAS)
- Library application server (1 physical server)
- Network equipment at specified locations including switches, firewalls and Wi-Fi equipment
- Network equipment to enable and maintain communication between sites via TDS Fiber Service, site to site Fiber, and support of Internet access for stand-alone offices
- Interacting with other Vendors as needed to resolve technical issues at all locations
- Management of remote access for approved end users
- Management of Antivirus Software Service/Subscription
- Management of BAE email service (email accounts, user access, block/white lists, etc.)
- Technical assistance with Verizon phone system as needed
- Management of Parallels User Accounts for Access to Tyler Incode Service

7. Planning

Engineering, planning, and design services for major system enhancements and/or upgrades to existing systems; recommendations for future purchasing and technology needs, when requested or necessary. Installation of new equipment, software, and transfer of existing data when acquired will be needed.

8. Transition

Contractor will be expected to work with the prior IT professionals to insure that all City log-ins, passwords, and other requirements are obtained for a smooth transition.

9. General Services

- A. Provide on-site IT support a minimum of twice a week a total of 16 hours per week.
- B. Provide off-site IT support as needed
- C. Update and maintain all firewalls and computer security systems
- D. Update and service the City's e-mail and Outlook services
- E. Assign new email and system access to new employees and remove email and system access for employees leaving
- F. Work with remote VPN set-up for all needed departments

- G. Able to work with the City's webhost and Outlook services
- H. Installing and/or re-installing of software/hardware, printers, scanners and standard installations at no additional charge
- I. Assist in obtaining quotes for departments requiring new systems
- J. New IT company will need to work with the prior IT professionals to ensure that all City log-ins, passwords, and other requirements are obtained for a smooth transition
- K. IT company will be required and able to assist the City with whatever other technology needs may arise