

CITY COMMISSION
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
Thursday, April 19, 2012

WORKSESSION

Minutes

TIME & PLACE: The Truth or Consequences City Commission will hold a Work Session on Thursday, April 19, 2012 at 5:30 P. M., in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico.

Mayor Pro-tem Whitehead opened the Work Session, and stated the Work Session is to discuss –

- a. Invitation to Bid for Transfer of Municipal Solid Waste
- b. City comprehensive Plan

Mayor Mulcahy joined us by conference call via telephone.

City Manager Fuentes stated he would like to recognize Linda Lanham, Finance Director, and Pat Wood, Procurement Officer, are here in case there are questions that I may not be able to answer, and they will be assisting me as well as City Attorney Rubin. And stated he provided them with a Commission Action Form which lists bullet points of those sections that were amended from the original document that was presented at the last regular meeting, and for purposes...I will briefly highlight what those changes are. And referred to the first change:

Pg. 1, Ln. 3 – That was a misspelling for **Consequences**.

Pg. 2, Ln. 30-34 – The section that was amended was to say that the contract may be renewed, and re-negotiated for additional annual terms upon mutual consent, parties, but in no event shall this contract be extended beyond a total of four (4) years. And although it says four years...I believe at the last meeting the Commissioners asked if it could be a longer term contract. And I continued to do some research, and found in the State Statutes where yes it does allow us up to an 8 year contract.

City Attorney Rubin stated under 13-1-76 is the definition of Professional Services, and if you look at 13-1-150...the 4-year limitation only refers to Professional Services Agreements, and since this is not...really you would consider it a Professional Services Agreement. And what we're doing in this particular contract actually does not fall within the definition of Professional Services...so therefore not bound by the 4-year limitation which I thought we were bound by, and there is another section 13-1-150... Professional Services Contract...now you have an 8-year term that you can go as high as...so that's the answer.

City Manager Fuentes stated if the Commissioners agree we can make that amendment to that section to say...not to exceed beyond a total of 8 years. And I'll go through the rest of the items, and come back and discuss them if there are any other changes.

Referred to Pg. 3, Ln. 14-16 – And stated that is additional

language as suggested by Commissioner Green...The City reserves the right to remove all recyclable materials from the tipping floor before depositing into the transfer trailer for hauling. And that would give us the opportunity to remove any recyclable material that we can transfer and generate some additional income for the solid Waste Collection Center.

Pg. 3, Ln. 18-21 – That the hauler will only perform up to ten (10) hauls per week, as opposed to a minimum of...again there is a range of solid waste that we maybe transferring, and we don't know if...we do know what it may be from the City, but we don't know if other entities and the County will be joining us...so we're kinda up to that minimum amount. He stated they are adding additional language which includes the estimated tonnage that may be produced per year...from the City the lower tonnage all the way up to the other entities in Sierra County of 12,521, and stated these are just estimated figures based on the analysis done by Gordon Environmental, our staff, and also some input from the County.

Pg. 3, Ln. 38-41 – And stated they are deleting some language on the 2nd sentence to read...All trailer(s) must be clean inside & outside, and washed offsite on a regular basis as to prevent nuisance and odor to the public before delivered/returned to the transfer site.

Pg. 3, Ln. 43 – The awarded contractor must provide detail contingency plan to transfer Municipal Solid...and that they had the word plan twice in that sentence.

Pg. 11, Ln. 25-26 **Article 2** – The commencement period for this contract will begin on September 1st, 2012, as opposed to the date of signing of this contract for a two year initial term.

Pg. 14, Ln. 35 **Article 21** – They are replacing the word lease to contract.

City Manager Fuentes stated those are all the changes that he noted from meeting when we first discussed this, and at this time I would like to open it up for comment on any of the recommended changes, and if we agree on these changes we can proceed and move forward with anything else that I did not cover at this time.

Mayor Pro-tem Whitehead asked if any of the Commissioners had any comments.

Commissioner Torres – No I think that is what we discussed...so I don't have any comment.

Mayor Mulcahy – Stated he did hear most of what was said, and I don't have any problem...I like the way it was written as I see it.

Mayor Pro-tem Whitehead stated we'll go ahead and excuse Mayor Mulcahy, and that he has been listening in by teleconference, and seems to agree with the way the changes have been made, and has no further comments.

Commissioner Richter – The changes have been made as directed.

Commissioner Green – Actually I have a legal question, and a

comment. Jay legally on page 11, Article 2. Period of Performance of this contract shall be from September 1, 2012 through June 30, 2014...so I guess the assumption is if we're gonna extend it up to 8 years if that's the will then that other date has to be changed, and the final sunset clause...and I thought we were talking about an initial contract period of more than 2 years because I was saying that it's probably pretty rough for someone to go out and spend a quarter of a million dollars on equipment knowing there only gonna have a guaranteed two year contract, and then the City could opt out on that if they wanted to.

And I thought that John and a couple of other people were talking about extending that time...now maybe I'm wrong...does anyone remember.

Commissioner Richter – I thought the intent...the initial contract is 2 years...its firm fixed, and then we can re-negotiate it for an additional 2 more years, and not to exceed 4. And in our previous conversation I was getting at being able to re-negotiate that fee in case there are additional expenses, and if we need to go beyond... extend it beyond 4 years to the 8...it's allowed by law.

Commissioner Green – And I think I misunderstood but I thought that we talked about...Manager Fuentes does that ring a bell... extending that initial period which would justify someone even going out and bidding on this...if they didn't have equipment, but had the licenses, and they would know they at least had a certain period of time that they would have.

City Manager Fuentes stated I do recall that number being thrown out, and with other communities you want to have the ability to re-negotiate in case there are any decreases in the cost, and stated in other communities they are going on a year to year contract, and negotiating every year...and subject to increase or decreases of course in the contract. And the main concern I would have with being a fixed 7-year contract would be if we fixed ourselves to this price it would be fixed for 7-years.

Commissioner Green – No I understand that...I'm not suggesting that at all...I thought and maybe I'm wrong...I thought we just talked about having the initial period longer than two years.

City Manager Fuentes – Yes, and that was discussed, and that's why after going back and doing some research initially we thought we can only go up to 4, but after researching we can go up to 8...so now the question is...do we want to go up to the maximum of 8 years to re-negotiate...do we keep the original language, and do we do a 2 year fixed contract, and re-negotiate thereafter every 2 years, but not to exceed 8 years.

City Attorney Rubin – I think we can revise the language in Article 2...now with the new information...so we need to hear from the Commission...do you want to keep the initial term for 2 years...if so do we want to have this, and negotiate annually beyond that, and when I say annually every year, and want to say we can go as high as 8 years for the whole contract with extensions...so that's on the table for you to discuss.

Commissioner Green – Yes I think we should put out an RFP that

extends over an 8 year possible period, but also allow the City to... play the market...as costs go up, and costs go down that we don't want to get locked in to something that we're paying a higher price than normally if we've negotiated on a year to year basis, and I think we should give ourselves that availability to show the people who are going to bid on the RFP that they are looking at potentially an 8 year contract.

City Attorney Rubin – Do we want to keep as one year annual negotiations?

Commissioner Richter – I believe so.

Mayor Pro-tem Whitehead - I think that would be a good idea.

City Attorney Rubin – I think if we do that...you can keep the language you already have in here except I would just change...but no event may this contract with all extensions exceed 8 years.

Commissioner Green - ? To Ms. Wood...is that something that we've done in the past...these type of contracts renewable every year...8 years out and stuff.

Ms. Wood – One year and then we re-negotiate, and go up to the 8.

Commissioner Green – I think that would serve us well, and I think it might make the playing field level and bigger...possibly for potential bidders.

City Manager Fuentes – We'll make that change in Article 2.

City Attorney Rubin – Stated there is also another place...

City Manager Fuentes – Stated it's on page 11, and page 3 #17.

Commissioner Green – I have a legal question...The period of performance of this Contract shall be starting September 1, and I know we're gonna change it, but my question is this...What happens if we are not ready to move into the building on September 1. Does the City have exposure and/or liability pursuant to this Contract that says it starts September 1...and we've got an extension from EPA because we're still capping off the landfill, and we need another 3 weeks, and they need another 3 weeks to finish the touches on the building, and basically we're not going to start until a later date.

City Attorney Rubin – You could cover that by putting conditions...any you could say...Commencement of this Contract is condition upon us being...having this building available.

City Manager Fuentes – We can currently add that language...to begin as soon as the...is completed.

City Attorney Rubin – So let's work on the wording...The commencement of the Contract shall be conditioned upon the...

City Manager Fuentes – Issuance of the certificate of occupancy.

City Attorney Rubin – Upon...okay...Upon the City receiving a

certificate of occupancy from the State of NM for the Collection Center.

So...Commencement of this Contract shall be condition upon City receiving a certificate of occupancy from the State of NM for the Collection Center.

City Attorney Rubin – Suppose we said this, and don't have the certificate of occupancy...and have a sole contract...are we saying it's delayed?

Commissioner Green – Well we can't use the building unless we have a CO.

City Attorney Rubin – No I understand that...I'm saying let's put September 10th...does that mean we delay this...

Commissioner Green – Well I'm assuming the contract should start when we start putting our refuge on the floor of that building.

City Manager Fuentes – Would it be safe to say that even when we go through this bid, and whoever the contractor is, and once we negotiate a contract, and stated the contract will have to come back to the City Commission for approval, and that maybe we have more time to make it clear that we would want to commence it when we're ready to take our solid waste to that site.

City Attorney Rubin – Okay for right now we can use this language we just agreed on...I guess.

Commissioner Green – On the contract itself, on page 3 Hauling Contract #4 second line down it says one tractor trailer, and I asked for the word **trailer** to be taken out because there is nothing exists as a tractor trailer.

Mr. Rick Williams came before the Commission, and stated he owns property in T or C, and that the document lists a time frame as being 2 years, and gives the exact dates that it runs...which doesn't add up to 2 years.

City Attorney Rubin stated I think we said we have to change the date.

Mr. Williams referred to the paragraph about the vendor not being liable about certain things, and things they were not responsible for...tires and goods...it seems like they should be. Item 9, page 7, vendor not liable for fairly to perform if...and a long list of things...basically acts of God.

And stated at the very beginning there is a reference to when, and if the contract could be re-negotiated, and that the word **all** was left out...it says by the consent of all, and should say all parties or both parties...it just says parties.

City Manager Fuentes – Stated that is the same section that we'll have to...because that is under the terms of the agreement.

Mr. Williams referred to Scope of Work...it talks about how many tons of refuge will be disposed of...I would like to know how, and I

would like it to be addressed in the RFP on how that will be determined...is it the tipping at the waste site, or is it the tipping where the truck is loaded. And one thing we have to watch out for if we loaded the truck here, and it got diverted somehow through Hatch, and there was room for more stuff...and it got there, and they weighed it in Las Cruces we might be subsidizing some trash being collected somewhere else.

Commissioner Green – That’s a very good point...and very simply we put a seal on trailer when it leaves our property, and that seal has a number.

Mr. Leonard Carrillo, Sanitation Supervisor came before the Commission, and stated the trucks are tarped, and filled in from the top...the weight, and if we go with the weight we’re planning on we will have our own weight leaving the transfer station which will have to match the weight when we enter the transfer station, and stated the only difference that should be different should be the gas mileage.

Mr. Williams referred to the hauls...it says up to ten (10) hauls per week, but not more than twelve (12) that seems ambiguous...if it’s up to 10 how are you gonna get them to make 12.

City Manager Fuentes stated we have the flexibility.

Mr. Williams – But it doesn’t say that...it says up to 10.

City Manager Fuentes – But not to exceed.

Mr. Williams – Read it...carefully...read it carefully it ambiguous it makes it sound...so up to 10 is it any number under 10...0-10 okay, but not more than 12 so if they can’t go more than 10 how can they...how can we ask them to go 12. Read the line carefully it’s ambiguous. And can that be fixed Mr. Attorney...

City Attorney Rubin – I’m just looking at that now.

City Manager Fuentes – Let me address that...the reason why it’s worded that way...if you look at the last sentence...Such hauls shall be performed Monday thru Friday...so obviously if we have up to 2 per day Monday thru Friday that would be 10, and if we do Saturday that would be the other 2, so that is the reason for the way it was being worded because Monday thru Friday we may have 1 or we may have 2 each day...but based on the analysis that the engineers did they’re analysis show that only up 2...2 per day would be sufficient to cover that range of solid waste that we’re estimating that may be produced.

Mr. Williams – I understand that...and I think that makes sense with the exception of the idea that if they go 12 it’s more than 10, so you can’t tell them up to 10 when know what you really mean is up to 12.

Mayor Pro-tem Whitehead stated they will look at the wording and correct that as needed.

Mr. Audon Trujillo came before the Commission, and referred to page 2, item 14...Contact the Solid Waste Director for any

technical questions, and stated that would be the normally in my profession...typically all questions go to the procurement officer, or in a written form only, and then all questions, and all answers are given to everyone who asked for the RFP. And I suggest that you word that to all questions should be in writing by a certain date, and be posted at a certain place, and also have a deadline for that.

He stated he thinks there should be the criteria for selecting the contractor...should be part of the RFP, or you have it but you do not start on the qualifications of the selection criteria after you publish it...you do it before you publish it.

City Manager Fuentes stated on item 14 page 2 we can certainly make that change, and specify that any questions be forwarded to our procurement officer, and she can contact the solid waste director for responses...so that's an easy fix. And as far as the criteria again this is a bid, and on page 4 is based on who the interest is...what are we really gonna be charged for this bid, and that they will have to be qualified...provided information...and that's basically how we are going to be determining who gets the contract awarded to...not so much interested in the color of the trucks or trailers...more what is the cost going to be for the City for the round trip base charge...disposal charge per ton, and the fuel surcharge. And stated all the bidders will have to be qualified, and in our bid it does require that they have to meet the NMED requirements for, and registration for being a hauler of solid waste.

Commissioner Green...Disposal charges per ton...Is that the haulers responsibility I thought that was the City's responsibility.

City Manager Fuentes – The hauler is going to be charging the City, and that they're gonna be transporting the waste, and that we're not necessarily asking them to take it to either North or South, and it will be up to them where ever we can get the best deal it's gonna be up to them how...where they dispose of the solid waste, and there may be two different rates...one...North and the South stations so the charge that we're gonna get billed...it's gonna be for us per ton...they're gonna charge the hauler per ton...how much is being disposed of, and in turn there gonna come back and charge the City for that disposal.

Commissioner Green – I'm having a hard time following that...so let me give you a scenario...Company X gets the contract...they have the trucks and the trailers...we start the operation we load it up, and we know what it is going to cost us for them to pull that trailer down to...let's just say to Las Cruces. And there is a trailer load...18 tons of refuse on it, and I think we're gonna be locked in if we use Las Cruces...\$24.80 a ton for 2 years or something like that...I thought that then they would send the City a bill for the tipping fee of that refuse, and what I'm hearing now is the contractor is gonna pay the tipping fee, and then turn around and just pass-through a bill to the City so we will reimburse them.

City Manager Fuentes – It is up to the bidder...I mean they can come back, and say we're gonna be paying x amount...now the fixed amount that we were getting by SCSW was for the City not for a private contractor.

Commissioner Green – Wouldn't we be better off if there is a

municipal rate and a private contractor rate...wouldn't we be better off working with Mr. Peck to have the City bill...I mean why should we pay a higher price because the hauler realizes that within the way this contract is structured he or she can bump up \$5.00 a ton or \$3.00 a ton that doesn't seem to be right for me...I don't think that is our best effort for the citizens because this I think is gonna be a very tough button discussion, and topic when it comes down to putting the pencil to the paper on what our costs are really gonna be, and what we're gonna have to raise those refuse rates, and so if Mr. Peck is willing to lock in the rate for 2 years for the municipality...I would say let them bill us...let us front the money.

City Manager Fuentes stated those discussions about the rates being locked for that amount of time was what we were talking about them providing that service...now I will tell you that he did mention that they are considering increasing those rates, and I don't know if we can go ahead and have a separate negotiating agreement or contract with SCSWA or the Socorro landfill...we haven't addressed it we haven't even approached that idea of the City negotiating a disposal fee, and just having the hauler just take it to that site. And the way that this is written is so we are able to compare apples and apples with the City option doing it...the SCSW doing it or a private hauler doing it...then with the way it's written we have that ability to compare apples and apples.

Commissioner Torres – We don't know what it's gonna cost...right...and when the bids come in we may decide...we can throw this RFP out.

City Manager Fuentes – That's correct.

Commissioner Torres – We may decide we're gonna do it ourselves.

Commissioner Green – I would just like to cover all basis so that we know that when we're comparing apples and apples that we also know that there are oranges out there as well, and what it would be if the City negotiated a transportation hauling contract...and that's all they did, or what it's gonna be if they pay the tipping fees...then how much they're gonna mark that up to cover unforeseen costs or whatever, and also for the City to work with...to see if we could lock in a rate of municipal waste that is hauled by the City...hauled by him...hauled by an outside contractor...I think that's what is really, really important because a mark-up on tonnage could get extremely expensive for the citizens, and ourselves. And I would just like to see us not get caught off guard like why we didn't think of this, and if we have this window of opportunity we've got almost 5 months, and I think we should investigate these things so we know that we can make a righteous decision that is best for our community.

Commissioner Whitehead – And I think that's a great idea, and I think we can just move forward with what we have, and again like Commissioner Torres said then if the contractors come back with bids that we just...can't negotiate, and put out for our public then we can always go back to the drawing board, and look at doing it ourselves, or finding a more feasible way for the citizens of Truth or Consequences.

Commissioner Richter – I think behind issuing this RFP is to get an idea of what the price would be compared to what Peck and South Central had, and what it would cost...compared to what it would cost if we did it ourselves, and I think the idea for getting a hauling charge plus a tipping charge from the potential bidders was that... the trash was on their truck and it was their truck...I mean it was their trash at that time, and their responsible for getting it to Socorro or South Central, and we were out of the picture then, and we'll know if there is a mark-up on the tonnage because we've already had a proposal from South Central so everybody knows pretty much what is going on here...we're just looking for the best deal for the City, and I think it's time to move on...on this and quit camping out...we want to get this out...as time is of the essence.

City Attorney Rubin – I was just actually thinking of Mr. William's comment regarding that paragraph about the hauling, and Juan I understand your explanation your reason why it's wording this way is because...if we have 10 hauls Monday thru Friday, and another 2 hauls on Saturday, and maybe an alternate way to phrase this is to say...up to 10 hauls Monday thru Friday, and up to 2 hauls on Saturday per week is that a better way to say it, or just keep what we have here.

Commissioner Richter – In my opinion it's fine the way it is.

City Manager Fuentes – And again a lot of those details will be worked out once we negotiate an actual contract.

Commissioner Richter – I would like to address the tire issue, and I think that the intent of that paragraph is tires are mentioned due to shortages caused by natural calamity or war or anything like that, but tire mention in there from an earlier place, and time like WW2 where tires were rationed, and such and you can't expect in a time of national disaster a contractor to amend his contract if there is a shortage of tires...now if you want to take the tires out of there they shouldn't be responsible for things caused by national shortages or something like that but as far as the intent of that paragraph I think the intent is there.

Mr. Leonard Carrillo came before the Commission, and stated he heard it twice mentioned here about the contractor being responsible for the trash, and just to inform you that the trash regardless if it's in the contractor's truck it is the City's responsibility until the landfill takes it over. So once the landfill receives it and the truck is out of there then it's theirs...until it gets there it's ours.

Commissioner Green – So to follow up on that point...Mr. Peck was talking about a case...trailer catches on fire, and so since it's our garbage...our refuge and that trailer catches on fire then the contractor will turn around and look for reimbursement for that trailer from the City.

Mr. Carrillo- Right because the contractor unless the contractor himself is doing the loading, and the screening of the trailer...it's the City's responsibility...that's why I guess...what goes into the trailers.

Mayor Pro-tem Whitehead stated if there are no further comments

we will go into the **City's Comprehensive Plan**.

City Manager Fuentes stated he provided a revised version of the Comprehensive Plan, and comments that were provided, and Mr. Tony MacRobert with SCCOG as well as Mr. Raenke, and are here to answer any questions. And the exercise here is to look at the suggestions by the Mayor, and suggestions you all may have.

Mr. Tony MacRobert Planner with the South Central Council of Governments came before the Commission, and stated this past week I've been working with Mayor Mulcahy and Mr. Fuentes regarding the scope of work that I created, and basically there is a 10-page Scope of Work that had to be whittled down to fit the City's needs. And what you have in front of you is that document.

He stated one of the things he noted on Process Duration...The consultant is assuming an 18-month planning process plus 2 months for adoption, and stated that is very lengthy, and that we're looking at a full comprehensive plan, and what we're looking at here is an update of the 2004 plan. And indicated he contacted DFA today to get the latest, and in discussing with the Mayor he would like to see a 3-month process from the time funds are allocated to the actual completed project, however we're really looking at a 6-month period.

Mr. MacRobert stated the environmental work for example is going to take 1 month just to get that completed. And that we're looking at 6-months, and looking to plan for the future, and DFA's recommendation is 15-20 years...and the money where will it come from through HUD under the planning grant...the small cities capital, and stated there will be a local match of 10%, and speaking with how much funding are we actually looking at to update, and that they are looking at \$25-\$30,000, and stated right now a planning grant goes up to \$50,000.

He stated based on that a planning grant can also encompass a large number of things GIS based area mapping, asset management, and what we're looking at is specifically update of a comprehensive plan, and that will give you an idea of possibly if it's \$25,000... \$2,500 local match...\$30,000...\$3,000 local match.

Mr. MacRobert explained What Is a Comprehensive Plan, and basically it's a plan that covers the entire physical development of the municipality, and what is contained in the plan you have core elements that address land use, transportation, housing and environmental resources just to start. He stated plan elements may also cover natural hazards which are safety, parks, recreation, open space, infrastructure, community facilities, historic preservation, and any type of urban design as well as climate action plans. And that a comprehensive plan is basically set up with goals, policies and objectives.

He asked if anyone had the chance to look at the 2004 Plan... you're able to see certain benchmarks within that plan, and one of the things within this workshop that is good to do find out what were the critical needs from 2004 to now, and going from 2005-2009 find out what exactly has been addressed, and go from there. And one of the things you don't want to do with the comp plans is make the same mistakes, and in general all local governments had

done it in the past, and it either has to be implementing procedures to continue on, and that it's basically a living document that has to be looked at every day to find out what needs you're getting ready to facilitate, and this is why in implementing the plan you may want to include an implementation chapter...highlighting the administrative regulatory programmatic, and financial measures to carry out the plan.

Commissioner Richter stated there is a paragraph in there, and it says the City will deliver base mapping in ArcView...GIS...do we already have that...paid for that...is that available...has it been updated?

Mr. MacRobert stated in 2004 they had done that...although you may need an update especially if you're looking at any type of land use, and stated that is really a prime component...any comprehensive plan especially with any new development, but I'm not aware if the City has that.

Commissioner Richter...has that capability...I know we don't have a GIS office...that base mapping is pretty expensive, and stated it was done in 94, 95 or 96 originally, and base mapping to set up something like that is probably gonna cost more than 25K.

Mr. MacRobert stated one of the things you can look at in the element is once the comprehensive plan is completed have an element regarding that...after that plain is completed if you foresee we can also do another planning grant specific to that.

Commissioner Richter – If we don't have something that's...that will meet the requirements. Do you think we can do this for update for \$25,000...is that enough money to finish it?

Mr. MacRobert – This is where it comes to actually getting the 3 quotes under the procurement...it's under \$50,000, and the planning grant is up to \$50,000, and to obtain the quotes find out what exactly you would like to see and then go from there, but 25 to 30 is what DFA is seeing state wide.

Commissioner Torres – Stated Main Street got a grant for \$70,000 would we duplicating a lot of the work.

Mr. MacRobert – This is something that could be a work together.

Commissioner Torres – We could work with them.

Commissioner Green – How can we leverage that \$70,000, and thinks we should probably reach out to Main Street Organization to find out when the time schedule of their money...their person... their RFP becomes available, and we should try to run those parallel...and this is just a suggestion that their comprehensive plan, and the over view of the City's comprehensive plan work together on a time schedule, and that we can share resources because why should we do something, and pay for something that they're doing, so I think that we should because of the timing of both of these grants that it behooves us to work together because they will take the downtown area, and some of the housing that the Main Street area encompasses, and all that entails, and this comprehensive plan...for the rest of our City as well.

Mr. MacRobert – And I will found out exactly how this is done with DFA funding, and could actually make it work,

Mayor Pro-tem Whitehead asked if there were any questions from the public regarding the comprehensive plan.

Mr. Audon Trujillo – Stated this comprehensive plan is basically lifted from another...it's on the internet...exactly the same thing except the City of Truth or Consequences has been super imposed...why is that important...it's important because it doesn't really ever mention, and I don't think and I could be wrong, but I don't think it ever mentions that in fact it's an update...we're looking for a consultant a firm to help the City update...that language has to be very clear...it doesn't cite the 2004 plan that we have...the background it doesn't cite what we want to have updated, and that we have to be really, really clear on what we want the consultant to do...I don't think this does it. It talks about a 16-member committee...well that's what they used in Ft. Wayne, and the county of...Allen County...16 panel this is on the very bottom of the page...Scope of Work...it says 16-member advisory committee...do we really...I don't know what the number is, but do we really want to go with the 16 advisory...I mean we have to think about that...it's gotta be looked at. And it says all the elected officials in T or C...do you really want all elected officials in T or C to be part of this...are they going to commit to doing that...I don't...that's everybody.

Mr. MacRobert stated this is one of the things that we have been working on with Mr. Fuentes and Mayor Mulcahy...there will not be a 16-member committee...there won't be visions groups...it will be whittled down to meet what the City is...I'm not saying it's a completed scope of work, and these are points that make sense, and I'll address any changes with Mr. Fuentes that he would like to see as well as what you would like to see.

Ms. Sophia Peron came before the Commission, and wanted to comment about the comprehensive plan, and that it was happening when I was moving to T or C. And stated she met the firm that did it, and basically because I don't think we had one before that, and that they did use just a template kinda to do it, and that she knows a lot of people in town that participated in it, and that it might be nice to maybe get the people who participated in the first one, and see if they have any input or any ideas about more specific actions like Mr. Trujillo said, and I think working with Main Street is a good idea because it will lower the cost, and she hopes we make some kind of resolution that we look at it every 5 years as it says in the plan instead of talking about it.

Commissioner Green – I would like to throw out for discussion...is that we do have the citizens advisory committee potential, and if you take a look at the different elements, and we have a lot of people in this community who have lived here, and have expertise that we should be able to tap into, and I don't see anything wrong with posting these different 8 doors that we're gonna be exploring and walking through, and see if people would like to take some time and get people involved in the process.

Mayor Pro-tem Whitehead – Stated that is a great idea of getting

the community involved.

Mr. MacRobert – Stated he did speak with one of the steering committee members regarding this approximately 2 months ago, and he felt even at that time there was not enough follow through back then...and I can't speak for the other 20, so if you like I could get a survey, and find out and bring it back to you.

Ms. Sophia Peron came before the Commission, and stated after all this is prepared I think it's time to have some public meetings open to everybody in the community with presentations, and break-out groups...even before the RFP is out, and get people to prioritize what they want...every citizen in this town we can get engaged in. And that we need proper audio-visual equipment, and presentations by people who have technical expertise so that the people in this town can develop to make an informed decision.

Ms. Kim Audette came before the Commission, and stated the 2004 Comprehensive Plan was very boiler plate, and that the steering committee actually made a layer between the public...what the public actually wanted, and what ended up in the comprehensive plan. And filing that in the operation of using the comprehensive plan those findings are used for most land use decisions. And stated the findings were copied and pasted without discussion...without public input, and therefore without reason.

She stated once it doesn't have reason then it isn't really a good land use decision...so in our next attempt to add a comprehensive plan I would like to see less...fewer layers between the public's input, and the comprehensive plan itself.

City Manager Fuentes stated they will be discussing this item during our Special Meeting, and in light of the suggestions and changes that have been proposed at that time I would recommend maybe to table this item...postpone it, and bring it back so we can have an opportunity to look at it closer, and sit down with Mr. MacRobert the Mayor and the Commission, and from the public and bring it all back to the City Commission.

The Work Session was closed.

CITY COMMISSION
CITY OF TRUTH OR CONSEQUENCES
Thursday, April 19, 2012

SPECIAL MEETING

Minutes

TIME & PLACE: The Mayor and the City Commission of the City of Truth or Consequences in the County of Sierra and State of New Mexico met in Special Session in full conformity with the law and ordinances of said Commission in the Commission Chambers of said City, on Thursday, April 19, 2012.

PRESIDING OFFICER: The meeting was called to order by Mayor Pro-tem Whitehead who presided and Mary B. Penner, City Clerk acted as Secretary of the meeting.

ATTENDANCE: Upon calling the roll the following Commissioners were reported present:

Hon. Sandra Whitehead, Mayor Pro-tem
Hon. Steve Green, Commissioner
Hon. Jeff Richter, Commissioner
Hon. Freddie Torres, Commissioner

Absent was:

Hon. John Mulcahy, Mayor

Also present:

Juan Fuentes, City Manager
Mary Penner, City Clerk

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

CEREMONY: Mayor Pro-tem Whitehead called for the Pledge of Allegiance with Commissioner Torres leading the Pledge of Allegiance.

INVITATION TO BID FOR TRANSFER OF MUNICIPAL SOLID WASTE: Mayor Pro-tem Whitehead stated the first item to take action on is the Invitation to Bid for Transfer of Municipal Solid Waste. And asked if there were additional comments.

“Commissioner Green moved that we move forward with an Invitation to Bid for Transfer of Municipal Solid Waste with the changes that were discussed during the work shop.”

Seconded by Commissioner Richter.

City Manager Fuentes stated for information purposes, and indicated they will finalize the RFP, and it will be published as soon as possible...40-45 days publication, and that he will keep the Commissioners informed as the deadline approaches for this invitation to bid.

Motion carried unanimously.

CITY COMPREHENSIVE PLAN: City Manager Fuentes stated during the work shop they heard changes to be proposed, and comments they received from the public, and he would request and recommend that this item be tabled to give them an opportunity to review the changes, and include any comments, and then bring it back to the City Commission.

“Commissioner Green moved that this item be tabled for further discussion and review.”

Seconded by Commissioner Torres.

Motion carried unanimously.

ADJOURNMENT: There being no further business to come before the Commission the meeting was adjourned.

APPROVAL: PASSED AND APPROVED this _____ day of _____, 2012, on motion duly made by Commissioner _____, seconded by Commissioner _____, and carried.

SANDRA K. WHITEHEAD
MAYOR PRO-TEM

ATTEST:

MARY PENNER
CITY CLERK

