

**MINUTES OF
ZONING
COMMISSION
MEETING
12/20/23**

City of Lordsburg
409 W. Wabash
Lordsburg, New Mexico 88045
Minutes of Zoning Commission Meeting
December 20, 2023

Meeting was called to order at 11:46 a.m.

Welcome

Pledge of Allegiance (added as correction as not on Agenda)

Present: Mayor Glenda F. Greene, Dusti Conover, Finance Director; Linda S. Farnsworth, City Clerk; Councilor Rodney Plowman; Councilor Roxann Randall; Councilor Julie Montenegro; Councilor Martin Neave; Mayor Pro-Tem Alfredo Morelos, Jr. and Councilor Manuel D.V. Saucedo.


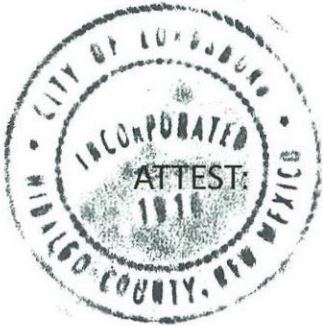
Attendance: Tisha Green, County Manager; Frank Madrid, City Superintendent; Tristyn Gandara, Community Development Specialist; Laryssa Powell, Animal Control Officer; Emily Gojkovich, Economic Development Specialist; Tommy Chavez; Officer Adrian Jones and Officer Ariel Jacquez.

Approval of Agenda: Councilor Montenegro moved to accept the Agenda with correction of addition of Pledge of Allegiance, 2nd by Councilor Neave. Council members were polled. Motion passed.

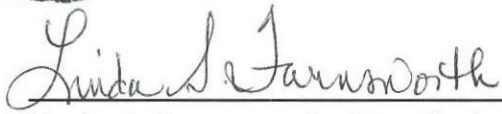
Application for Zone Change/Variance: Matthew Dondarski purchased a piece of property within the City Limits outlying area and is asking that he be able to install a septic system as his property is far away from any City sewer connections. Frank Madrid, City Superintendent approached the Council and stated that the land grade would be too shallow to install a sewer line (at ground level and must be at least 2' deep) and spoke in favor of Mr. Dondarski being able to install a septic system on his property due to logistics of situation and the fact that it would cost upwards of \$10,000.00 to connect Mr. Dondarski to a City sewer line. Mr. Dondarski was prepared to give the City a 1,300 foot easement to put in and maintain a sewer line if he was not given permission to put in a septic system. Mayor Pro-Tem Morelos moved to accept Mr. Dondarski's variance and allow for him to put in a septic system on his property, 2nd by Councilor Neave.

Adjourn: With nothing further to be discussed on this matter, a motion was made by Mayor Pro-Tem Morelos to adjourn, 2nd by Councilor Neave. Council members were polled. Motion carried and meeting was adjourned at 11:50 a.m.

Approved this 17th day of January, 2024.



Glenda F. Greene, Mayor



Linda S. Farnsworth, City Clerk

**MINUTES OF
REGULAR
MEETING
12/20/23**

City of Lordsburg
409 W. Wabash
Lordsburg, New Mexico 88045
Minutes of Regular Meeting
December 20, 2023

Meeting was called to order at 11:51 a.m.

Welcome

Present: Mayor Glenda F. Greene, Dusti Conover, Finance Director; Linda S. Farnsworth, City Clerk; Councilor Rodney Plowman; Councilor Roxann Randall; Councilor Julie Montenegro; Councilor Martin Neave; Mayor Pro-Tem Alfredo Morelos, Jr. and Councilor Manuel D.V. Saucedo.

Attendance: Tisha Green, County Manager; Frank Madrid, City Superintendent; Tristyn Gandar, Community Development Specialist; Laryssa Powell, Animal Control Officer; Emily Gojkovich, Economic Development Specialist; Tommy Chavez; Matthew Dondarski; Officer Adrian Jones and Officer Ariel Jacquez.

Approval of Agenda: Councilor Montenegro moved to accept the Agenda as written, 2nd by Mayor Pro-Tem Morelos. Council members were polled. Motion passed.

Minutes

a). Minutes of Zoning Commission Meeting of November 15, 2023

Councilor Neave moved to approve the Minutes of the Zoning Commission meeting of November 15, 2023, 2nd by Mayor Pro-Tem Morelos. Council members were polled. Motion passed.

b). Minutes of Regular Meeting of November 15, 2023

Councilor Montenegro moved to approve the Minutes of the Regular Meeting of November 15, 2023, 2nd by Councilor Randall. Council members were polled. Motion passed.

Finance Department

a). Finance Statement Summary and Bank Statement for November 2023

Dusti Conover, Finance Director went over the City account balances including all interest earned per account for the month. Mayor Greene asked if there were any more questions for Ms. Conover and there were none. Mayor Pro-Tem Morelos moved to approve Summary and Statement for the for the month of November 2023, 2nd by Councilor Montenegro. Mayor Pro-Tem Morelos moved to approve the Finance Statement Summary and Bank Statement for November 2023, 2nd by Councilor Randall. Council members were polled. Motion passed.

b). Bills paid for the Month of November 2023.

There was no action and no motion for approval or denial, however, it was brought up by Councilor Saucedo as he wanted an explanation of a fine for \$811.00 as a warning from the Public Regulation Commission (PRC) that was on page 5 of the Bills Paid report. Frank Madrid explained to the Council that the fax machine was down and his crew missed an 811 locate and we were turned in by other contractors as we did not show up to mark the location. Mayor Greene expressed her disappointment in only finding out about this fine in this meeting. Mr. Madrid assured her that it would not happen again.

New Business

a). Debt Schedule Reduction of Loan Debt

The City has too much debt to seek Colonias funding in the future. A debt reduction schedule proposed by Mayor Greene and Councilor Saucedo was to take \$1.3 million out of the LGIP interest earning account. Dusti Conover, Finance Director stated that she felt comfortable and preferred to pull the money from the LGIP account. There is a Colonias Grant for 13 million that will be coming up soon and Ms. Conover will take care of that. Councilor Montenegro made a motion to pay \$1.3 million out of the LGIP interest bearing account to pay on reduction of loan, 2nd by Councilor Saucedo. Council members were polled. Motion passed.

b). Appointment of Chief of Police

Upon the abrupt resignation of Joseph Marquez, Rodney Plowman was appointed as Chief of Police by Mayor Greene. Mayor Pro-Tem Morelos made a motion to approve of the appointment of Rodney Plowman at \$85,000.00 per year, 2nd by Councilor Saucedo. Council members were polled. Motion passed.

Councilor/Chief Plowman Abstain
Councilor Randall AYE
Councilor Montenegro AYE
Councilor Neave AYE
Mayor Pro-Tem Morelos AYE
Councilor Saucedo AYE

c). Hiring of Adriel Jacquez – Lordsburg Police Department (Patrolman)

Officer Jacquez is presently attending the Western New Mexico Mayor Pro-Tem Morelos made a motion to approve of the hiring of Officer Adriel Jacquez as Patrolman, 2nd by Councilor Montenegro. Council members were polled. Motion passed.

d). Hiring of Adrian Jones – Lordsburg Police Department (Patrolman)

Mayor Pro-Tem Morelos made a motion to approve of the hiring of Officer Jones as Patrolman, 2nd by Councilor Neave. Council members were polled. Motion passed. Officer Jones has agreed to help out the Maintenance Department as the need arises and he is available.

e). Hiring of Artemesia Gallegos – Lordsburg Police Department (Part- time Grant Writer)

Mayor Pro-Tem Morelos made a motion to approve of the hiring of Artemesia Gallegos as Part-Time Grant Writer at \$17.00 per hour, 2nd by Councilor Randall. Council members were polled. Motion passed.

f). Hiring of Laryssa Powell – Animal Control Officer

Mayor Greene stated that Ms. Powell is doing as awesome job. Councilor Montenegro made a motion to approve of the hiring of Laryssa Powell as Animal Control Officer, 2nd by Councilor Neave. Council members were polled. Motion passed.

g). Emily Gojkovich – Economic Development Quarterly Update

Ms. Gojkovich gave an extensive Power Point Presentation to the Council. We have applied for the NM Clean and Beautiful Grant, which is mainly for litter mitigation at the area truckstops (Love's, Pilot and Flying J). We have a new littering Ordinance which should give the City some teeth in issuing fines for littering. In September 2023, she applied for a New Mexico Recreation Grant

(Regional Recreation Centers/Quality of Life Grant) and we were awarded \$1,059,000,000 to completely revamp the softball field on 2nd Street. She had applied for and EDA Recomplete Grant but unfortunately no one in New Mexico was selected to receive any monies from this grant. Sun Zia wrote the DOE Transmission and Economic Development Grant and if awarded this grant, Sun Zia will do the reporting and there will be no match from the City. Also, if awarded, LEAP (Lordsburg Economic Advancement Project) could receive \$600,000; Edmund Saucedo for the cemeteries could receive combined \$500,000 for both cemeteries; Museum could receive \$100,000 and the Maverick Movement could receive \$200,000. The Lordsburg Comprehensive Plan has not been done since 2011. A public input meeting is scheduled for January 4, 2024 at the Baxter Civic Center. The new wall signs for Exit 22 Northbound and Southbound have been approved by the City and we are waiting for the approval from NMDOT which should be happening soon. There will be a Legislative meeting on January 10, 2024 at the Baxter Civic Center to discuss Legislative priorities for Capital Outlay requests for the upcoming year. A notice of Quorum will be posted for any Council member that would like to attend. With Accelerator Community, which is part of LEAP, there are 10-18 months left before Lordsburg can be recognized by Mainstreet Project NM. Ms. Gojkovich said that she is hoping to start to monthly business meetings to include lunch to get more people involved in what is going on in our community. Ms. Gojkovich informed the Council that she was recently appointed by Governor Michelle Lujan-Grisham to the Border Authority – a community collaboration with non-profits. After her Power Point presentation, Councilor Saucedo wanted to know how the Union Pacific Railroad suit fits into this regarding the “A” Street fence. Mayor Greene said that she would ask our legal counsel to follow up regarding the fence. Councilor Saucedo also asked who is responsible for the underpass graffiti and several of the Council chimed in that it was the responsibility of the State Highway Department and not the City.

h). Capital Outlay Requests – ICIP

Mayor Greene asked the Council what the City should submit for Capital Outlay as she gave her opinions of what was needed which was new City Vehicles, 2 Utility Department and 2 Maintenance Department vehicles; new bathrooms at Short Park (ADA added Councilor Neave) and Animal Shelter improvements. After much discussion amongst the Council, Councilor Montenegro moved that we apply for Item 3 (Purchase new Utility and Maintenance Vehicles at \$500,000); Item 4 (Animal Shelter Improvements at \$300,000) and Item 5 (Short Park improvements

which would include new ADA bathrooms at \$944,000) all of these were included on the Infrastructure Capital Improvements Plan (ICIP) FY 2025-2029, 2nd by Councilor Randall. Council was polled. Motion passed.

i). Short Park Restrooms

Discussion only about getting one set of drawings to be used in both locations at Short Park to be uniform in nature.

Old Business

a). Ordinance No. 2023-02 Neglected and Vacant Properties revisited

Dusti Conover former Community Development Specialist and now Finance Director stated that we need to seriously look at this Ordinance as Municipal Court doesn't have any teeth to issue citations per new laws handed down by Governor Lujan-Grisham. We will need to redo the ordinance if it is to go to Municipal Court. We will bring back in January if we are able to have it viewed by our legal counsel by then.

b). Permit Fees revisited

There was some confusion regarding Permit fees as Councilor Neave thought that the higher rates were for when there was a ground breaking and not just maintenance repair on a building. Tisha Green, County Manager stated that she would like a Community Input meeting on this matter, but Councilor Saucedo interjected that we do need to come forth with more realistic figures. We will bring it back in January if we are able to have it viewed by our legal counsel by then.

Resolutions

a). Resolution No. 2023-33 Approval of the Design of a Gateway Monument and permission to request Approval from NMDOT to place in NMDOT right of way

Mayor Pro-Tem Morelos made a motion to approve Resolution No. 2023-33, 2nd by Councilor Montenegro. Council was polled. Motion passed

Councilor Plowman AYE

Councilor Saucedo AYE

Councilor Randall AYE

Councilor Montenegro AYE

Councilor Neave AYE

Mayor Pro-Tem Morelos AYE

b). Resolution No. 2023-34 – Supporting a Public-Private Economic Development MainStreet Project

Councilor Montenegro made a motion to approve Resolution No. 2023-34, 2nd by Councilor Randall. Council . Motion passed.

Councilor Plowman AYE
Councilor Randall AYE
Councilor Montenegro AYE
Councilor Neave AYE
Mayor Pro-Tem Morelos AYE
Councilor Saucedo AYE

Ordinances

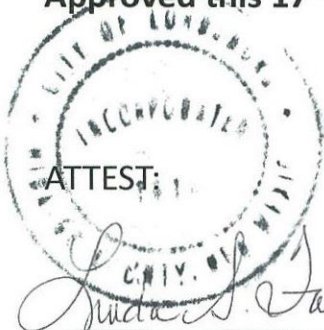
a). Ordinance No. 2023-07 Notice of Intent – Vehicles and Traffic – Parking restrictions for Commercial Vehicles

Tristyn Gandara, Community Development Specialist approached the Council stating that her main concerns were with Commercial Vehicles driving or parking along side streets. Councilor Saucedo asked if this also concerned 5th wheels. Ms. Gandara stated that she will look into that but that it is a separate issue. Councilor Neave was concerned with weight limit and signage. Councilor Montenegro made a motion to approve the Notice of Intent for Ordinance No. 2023-07, 2nd by Councilor Saucedo. Council was polled. Motion passed.

Adjourn

With nothing further to be discussed, a motion was made by Councilor Montenegro to adjourn, 2nd by Councilor Randall. Council members were polled. Motion passed and meeting was adjourned at 1:21 p.m.

Approved this 17th day of January, 2024.



Linda S. Farnsworth, City Clerk

Glenda F. Greene, Mayor

**MINUTES OF
REGULAR
MEETING
1/17/24**

City of Lordsburg
409 West Wabash Street
Lordsburg, New Mexico 88045
Minutes of Regular Meeting
January 17, 2024

Meeting was called to order at 12:00 p.m.

Welcome

Present: Mayor Glenda F. Greene; Dusti Conover, Finance Director; Linda S. Farnsworth, City Clerk; Councilor Rodney Plowman; Councilor Sean Lindsay; Councilor Julie Montenegro; Councilor Martin Neave; Councilor Irene Galvan and Councilor Manuel D.V. Saucedo.

Attendance: Bruce Ashburn, PNM; Brent Heffington, PNM; E.J. Anderson, PNM; Greg Cain, PNM; Brandon and Glen Livermore, Farmer's Shadow; Atticus Wallace; Jessica Mesa; Anadele Martinez, County and Alex Ortiz, Waste Water Department.

Approval of Agenda: Mayor Greene asked that New Business (c) Police Officer Standard of Conduct Policy be removed from Agenda. Councilor Saucedo moved to remove Item C under New Business, 2nd by Councilor Neave. Councilor Montenegro moved to approve the Agenda with removal of New Business (c), 2nd by Councilor Galvan. Council was polled. Motion passed with removal.

Minutes

a). Minutes of Zoning Commission Meeting of December 20, 2023

Councilor Montenegro moved to approve the Minutes of the Zoning Commission Meeting of December 20, 2023, 2nd by Councilor Neave. Council was polled. All Aye with exception of Councilor Saucedo who abstained as he was not present for this meeting. Motion passed.

b). Minutes of Regular Meeting of December 20, 2023

Councilor Saucedo moved to approve the Minutes of the Regular Meeting of December 20, 2023, 2nd by Councilor Montenegro. Council was polled. Motion passed.

Finance Department

a). Finance Statement Summary for December 2023 and Bank Statement

Dusti Conover, Finance Director approached the Council and went over all of the City Account Balances including all interest earned for the month. Ms. Conover also stated that the LGIP Account will go down next month due to the loan payoff of last month. Ms. Conover also stated that the overnight will increase due to grant monies that we have recently received. Ms. Conover also stated that items that are not in the budget for this year, but are considered as emergency purchases must go before the Council or at least notify them of these purchases. Recently we had to purchase a new air compressor for our Fire Department (for breathing apparatus') as it was broken. The purchase of a new one was \$2,030.00 and it came from the Fire Protection Fund. Councilor Neave asked what the limit normally is and Ms. Conover told him that the limit is normally \$500.00 but that she is working to keep everything within budget. Mayor Greene added that even though Ms. Conover has been working diligently to keep everything within budget and occasionally emergency purchases must be made. Recently a necessary purchase was made for a weapon for the Police Department and that items not included in the budget will be e-mailed to the Council for necessary purchases not in the budget. Councilor Saucedo inquired as to why the Bank of America credit card is so much and asked that Ms. Conover advise as to why. Ms. Conover stated that she would get back to the Council on that and that she will e-mail the statements out ahead of time so that the Council has time to review before the meeting. Councilor Saucedo then moved to accept the Finance and Bank Statement for the month of December 2023, 2nd by Councilor Neave. Council was polled. Motion passed.

b). Bills Paid for the month of December 2023

There was no action and no motion for approval or denial

c). Resolution No. 2024-05 Budget Adjustments

Several adjustments were necessary due to changes in major medical for Animal Control Officer as the previous ACO did not take out insurance. Insurance has also increased 10% and that needed to be figured in as well as Stonegarden. Ms. Conover stated that we have been awarded \$62,000.00 in Stonegarden monies and whereas, Chief of Police Plowman stated that we will probably get more

money in the future. Councilor Montenegro moved to approve Resolution No. 2024-05, 2nd by Councilor Galvan. Council was polled. Motion passed.

Councilor Plowman AYE

Councilor Galvan AYE

Councilor Montenegro AYE

Councilor Neave AYE

Councilor Lindsay AYE

Councilor Saucedo AYE

New Business

a). Organizational

1). Appointment of Chief of Police – Rodney Plowman

Councilor Saucedo moved to appoint Rodney Plowman as Chief of Police, 2nd by Councilor Neave. Council was polled. Motion passed.

2). Appointment of City Clerk – Linda S. Farnsworth

Councilor Saucedo moved to appoint Linda S. Farnsworth as City Clerk, 2nd by Councilor Montenegro. Council was polled. Motion passed.

3). Election of Mayor Pro-Tem pursuant to Sec. 3-12-3A(1) NMSA 1978 Comp.

Mayor Greene recommended Councilor Manuel D.V. Saucedo to be Elected to Mayor Pro-Tem position. Councilor Galvan moved to elect Councilor Saucedo to the Mayor Pro-Tem position, 2nd by Councilor Montenegro. Council was polled. Motion passed.

b). Police Ride-along Application and Waiver

Mayor Pro-Tem Saucedo wanted to know what the purpose of this application and waiver was for. Police Chief Plowman explained that it was for liability purposes to cover the City. There were a few changes that Mayor Pro-Tem Saucedo asked to be made. It will be revisited at next month's meeting. Councilor Neave moved to table this topic until next month, 2nd by Councilor Montenegro. Council was polled. Motion tabled.

c). Police Officer Standard of Conduct Policy

Removed from Agenda – no discussion and no action.

d). Purchase of Maintenance Department Conex

Per Dusti Conover, Finance Director this has not been included in this year's budget but also explained that the Maintenance Department is running out of space to store items such as the Christmas tree and PAL equipment. The cost will be approximately \$4,000.00 for a small conex container. Councilor Neave stated that he would rather see them get a larger container of 40' for up to \$6,500.00 and made a motion to obtain the larger Conex container, 2nd by Councilor Plowman. Council was polled. Motion passed.

e). Lodger's Tax Requests

The Lodger's Tax Committee met on January 16, 2024 to vote on two (2) Lodger's Tax request submissions. The Committee recommended to the City Council that they approve 1). Cotton City Area Rocketry for the requested amount of \$1,100.00 for another rocketry event to take place near the City of Lordsburg on February 24 -25, 2024 and 2). LEAP (Lordsburg Economic Advancement Project) in the amount of \$7,980.00 to pay for window clings and window paints along with banners for the downtown revitalization of Lordsburg.

1. Cotton City Area Rocketry

Councilor Montenegro moved to approve the request for \$1,100.00, 2nd by Mayor Pro-Tem Saucedo. Council was polled. Motion passed.

2. LEAP (Lordsburg Economic Advancement Project)

Councilor Montenegro moved to approve the request for \$7,980.00, 2nd by Mayor Pro-Tem Saucedo. Council was polled. Motion passed.

f). PNM Water Discharge Agreement

Bruce Ashburn with PNM approached the Council and thanked the City Clerk for her assistance in getting this agreement ready for signature. Mr. Ashburn went over the change in terms which included that they will place a pond on their own property; a flow-meter will be added at PNM's cost and the City will now bill \$10,000.00 per month until completion of their own pond, which could take up to 18 months with a clause added for an additional three (3) months extension if needed. Councilor Neave wanted to know if there were heavy metals such as arsenic ending up in our ponds. Mr. Ashburn assured him that no chemicals were being added to the discharge and that there were solids, also referred to as TDS. Alex Ortiz with the Waste Water Department stated that everything is moving in

the right direction. Councilor Neave moved to approve the PNM Water Discharge Agreement between PNM and the City of Lordsburg, 2nd by Councilor Saucedo. Council was polled. Motion passed.

g). Comprehensive Plan Approval – Emily Gojkovich

Ms. Gojkovich approached the Council to let them know that the Lordsburg Comprehensive plan is ready to move forward once approved by the Council. Ms. Gojkovich stated that she had two (2) satisfactory Public Input meetings held on January 4, 2024 with thirteen (13) local individuals voicing concerns which included technology upgrades and more transparency on projects. Councilor Plowman moved to approve the Lordsburg Comprehensive Plan, 2nd by Councilor Saucedo. Council was polled. Motion passed.

h). Workplan for Annual 2024 Groundwater and Landfill Gas Monitoring and Reporting of Former Lordsburg Landfill and Professional Services Agreement.

Monitoring is provided by Souder, Miller and Associates. Councilor Neave wanted to know how long this plan is for and how much time is remaining on this workplan. Mayor Greene stated that is a 40 year plan with approximately 15 years remaining. Councilor Galvan moved to approve the Workplan, 2nd by Councilor Montenegro. Council was polled. Motion passed.

RESOLUTIONS

a). Resolution No. 2024-01 Open Meetings Act

Meetings to be changed from 3rd Wednesday at 12:00 p.m. noon to 3rd Wednesday at 5:30 p.m. to allow for all Council to attend. Councilor Galvan moved to approve Resolution No. 2024-01 with correction to the time that meeting will start, 2nd by Councilor Lindsay. Council was polled. Motion passed.

Councilor Plowman AYE

Councilor Galvan AYE

Councilor Montenegro AYE

Councilor Neave AYE

Councilor Lindsay AYE

Councilor Saucedo AYE

b). Resolution No. 2024-02 Holiday Schedule 2024

Councilor Plowman moved to approve the 2024 Holiday Schedule, 2nd by Councilor Montenegro. Council was polled. Motion passed.

Councilor Plowman AYE
Councilor Galvan AYE
Councilor Montenegro AYE
Councilor Neave AYE
Councilor Lindsay AYE
Councilor Saucedo AYE

c). Resolution No. 2024-03 – Adoption Required – CDBG Certificates and Commitments

Councilor Galvan moved to approve Resolution No. 2024-03 CDBG Certificates and Commitments, 2nd by Councilor Montenegro. Council was polled. Motion passed.

Councilor Plowman AYE
Councilor Galvan AYE
Councilor Montenegro AYE
Councilor Neave AYE
Councilor Lindsay AYE
Councilor Saucedo AYE

d). Resolution No. 2024-04 – Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the NMFA

Dusti Conover, Finance Director approached the Council asking permission to request financial assistance from NMFA (New Mexico Finance Authority) to purchase a new fire truck for the Lordsburg Volunteer Fire Department. Ms. Conover stated that we are requesting up to \$276,000.00 for the purchase and the Fire Department has already received \$300,000.00 through a grant and \$100,000.00 of funds from their Fire Protection Budget. Councilor Saucedo wanted to know if this would affect our Colonias monies as we recently paid down some debt to secure our Colonias monies. Dusti assured Councilor Saucedo that it would not affect Colonias at all. It was also noted that they will be receiving an extra stipend to cover the loan payment so no monies would come from the City's General Fund. Councilor Galvan moved to approve Resolution No. 2024-04 to

request Financial Assistance in order to obtain a new fire truck for the Lordsburg Volunteer Fire Department, 2nd by Councilor Neave. Council was polled. Motion passed.

Councilor Plowman Aye
Councilor Galvan Aye
Councilor Montenegro Aye
Councilor Neave Aye
Councilor Lindsay Aye
Councilor Saucedo Aye

e). Resolution No. 2023-19 Amended Fee Schedule

The fee schedule was corrected as there were some questions regarding the costs of Building Permits. It has now been simplified for both Residential and Commercial regarding either Building Permits (new construction) or Developmental Permits (upgrades). Councilor Saucedo moved to approve the Amended Fee Schedule, 2nd by Councilor Montenegro. Council was polled. Motion passed.

Councilor Plowman Aye
Councilor Galvan Aye
Councilor Montenegro Aye
Councilor Neave Aye
Councilor Lindsay Aye
Councilor Saucedo Aye

Ordinances

a). Ordinance No. 2023-07 – Parking Restrictions for Commercial Vehicles

The Ordinance was tabled. In order to implement the Ordinance a fine must be included so that the Police can enforce the Ordinance and Municipal Court can collect fines. Councilor Saucedo moved to table the approval of Ordinance No. 2023-07 until it can be corrected, 2nd by Councilor Montenegro. Council was polled. Motion was tabled.

Councilor Plowman Aye
Councilor Galvan Aye
Councilor Montenegro Aye
Councilor Neave Aye
Councilor Lindsay Aye
Councilor Saucedo Aye

b). Ordinance No. 2024-01 – Notice of Intent -Parking Restrictions for Recreational Vehicles

Tristyn Gandara Community Development Specialist addressed the Council regarding this Ordinance. It was brought up that it also needs to show a fine and Ms. Gandara stated that it would be corrected before she brought it before the Council again as an actual Ordinance. Councilor Saucedo moved to approve the Notice of Intent – Parking Restrictions for Recreational Vehicles, 2nd by Councilor Plowman. Council was polled. Motion passed.

Councilor Plowman Aye
Councilor Galvan Aye
Councilor Montenegro Aye
Councilor Neave Aye
Councilor Lindsay Aye
Councilor Saucedo Aye

Statement from Councilor Plowman: Councilor Plowman approached the Mayor and Council to give his formal resignation from his position on the City Council, effective immediately. This will allow him to give his full attention to his new position as Chief of Police.

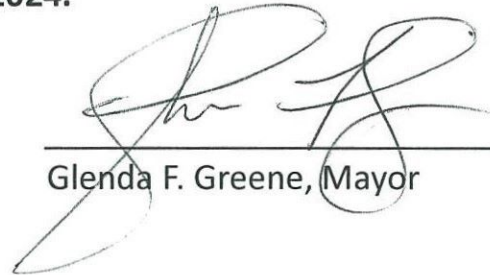
Statement from Mayor Greene: Mayor Greene approached the Council to state that in all fairness, the next in line for the Council position was Krystal Delao who had the next highest amount of votes in the last City election. The Mayor has contacted Ms. Delao and she has accepted the proposition to sit on our City Council. The Mayor then asked the City Clerk to set up an emergency meeting on January 23, 2024 to discuss Councilman Plowman's resignation, the appointment of Krystal Delao and to approve the corrected Police Officer Standard of Conduct Policy.

Adjourn

With nothing further to be discussed, a motion was made by Councilor Montenegro to adjourn, 2nd by Councilor Neave. Council members were polled. Motion passed and meeting was adjourned at 1:21 p.m.

Approved this 20th day of March, 2024.





Glenda F. Greene, Mayor



Linda S. Farnsworth, City Clerk

**Resolution
No.
2024-05
Budget
Adjustments**

**City of Lordsburg
Resolution No. 2024-05**

**A RESOLUTION MAKING BUDGET ADJUSTMENTS AND REQUESTING APPROVAL FROM THE
DEPARTMENT OF FINANCE AND ADMINISTRATION – LOCAL GOVERNMENT DIVISION**

WHEREAS, the City Council of the City of Lordsburg, New Mexico meeting in regular session on the 17th day of January 2024 requests the following budget changes be approved by the Department of Finance and Administration – Local Government Division for fiscal year 2023-2024; and

WHEREAS, the following changes are requested for the continued operations of the City:

Council Approval

“Attachment A”

WHEREAS, such changes will in no way affect the financial position of the City of Lordsburg.

NOW, THEREFORE, BE IT RESOLVED that a copy of this Resolution be transmitted to the State of New Mexico – Department of Finance and Administration – Local Government Division and it is respectfully requested herewith, that authorization from said agency be provided to this budget change.


DONE this 17th day of January 2024.



Glenda E. Greene, Mayor




Sean Lindsey, Councilor



Rodney Plowman, Councilor



Manuel D.V. Saucedo, Councilor



Julie Montenegro, Councilor



Irene Galvan, Councilor



Martin Neave, Councilor




Linda S. Farnsworth, City Clerk

Lordsburg GL #	DFA- GL #'s	INCREASE	DECREASE
Major Medical insurance for health and welfare	11000-4101-52030	4000.00	
Major Medical insurance for Parks	11000-4003-52030	25000.00	
Stonegarden Personnel Services	11000-3001-51900	32000.00	
Stonegarden FICA	11000-3001-52010	2448.00	
Stonegarden gas, oil, grease and diesel	11000-3001-56120	5552.00	
		\$69,000.00	

**PNM
WATER
DISCHARGE
AGREEMENT**

UTILITY SERVICES AGREEMENT FOR DISPOSAL OF DISCHARGE WATER

AGREEMENT made this 17th day of January, 2024 (the “Effective Date”) by and between PUBLIC SERVICE COMPANY OF NEW MEXICO (“PNM”) and THE CITY OF LORDSBURG, NEW MEXICO (“City”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, PNM owns and operates the Lordsburg Generating Station, a gas turbine plant for the generation of electricity (the “Generating Station”) adjacent to the City’s boundaries on that certain real property in Hidalgo County, New Mexico, more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “Plant Site”);

WHEREAS, in connection with the operation of the Generating Plant, water is drawn from nearby wells owned by PNM and treated (the water discharged from the treatment system being hereinafter referred to as “Discharge Water”);

WHEREAS, City owns and operates a wastewater treatment plant (the “Wastewater Plant”) located in the vicinity of the Plant Site (North of Power Plant Road and East of North Street in Lordsburg, New Mexico) which Wastewater Plant is used to treat, process and dispose of sewage and other wastewater products;

WHEREAS, PNM wishes to deliver the Discharge Water to the City for disposal at the Wastewater Plant, and the City is willing to accept and dispose of the Discharge Water at the Wastewater Plant, under the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants contained herein, PNM and City agree as follows:

AGREEMENT

1. Services.

City agrees to accept all Discharge Water when and as delivered by PNM at the Delivery Point. City understands and agrees that Discharge Water may be delivered, and City will accept delivery thereof, at any time during each day of the Term, in such quantities as may be discharged from the operation of the Generating Station.

Upon delivery of Discharge Water to City, City shall be solely responsible, at its cost and expense, for: (a) the disposal of the Discharge Water in compliance with all applicable laws, rules and regulations relating to disposal thereof, (b) any transportation, storage, processing and treatment of the Discharge Water necessary for proper disposal at the Wastewater Plant, and the installation of any equipment and facilities downstream of the Delivery Point that City determines necessary for disposal in accordance with this Section. “Delivery Point” shall mean the point at which PNM’s 6” Glegg Unit water line for the transportation of the Discharge Water to the Wastewater Plant crosses the boundary of the Wastewater Plant, as shown on Exhibit B. The services rendered to PNM as described in this Section 1 and this Agreement are hereinafter referred to as the “Services.”

2. City Representations and Covenants.

City agrees and represents that:

2.1. In providing the Services, City shall apply the standard of care, skill, and diligence normally provided in the performance of similar services. City warrants that all Services, including the disposal of all Discharge Water, shall be performed in accordance with sound and accepted industry standards and practices, and in accordance with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as amended from time to time (including but not limited to all applicable environmental, health and safety, cultural preservation and natural resources management laws, statutes, regulations, rules, and ordinances, as amended from time to time).

2.2. The compensation described in Article 4 is reasonable and fair compensation for the performance of the Services.

2.3. City shall furnish the wastewater plant, tools, materials, supplies, equipment and labor required to complete the Services and perform its obligations under this Agreement. The Wastewater Plant has the capacity and ability, and throughout the Term will have the capacity and ability, to accept and properly dispose of the Discharge Water as provided by this Agreement.

2.4. City has all necessary licenses, permits and other authorizations and consents, including but not limited to licenses and permits from all federal and state governmental authorities having jurisdiction, necessary to accept the Discharge Water from PNM and dispose of same as provided by this Agreement, and otherwise to perform its obligations hereunder.

3. PNM Representations and Covenants.

PNM agrees and represents that:

3.1. All Discharge Water delivered to City at the Delivery Point shall be water as described in the "Whereas" clauses as reject water from the water treatment system.

3.2 PNM will use reasonable efforts to ensure that the Discharge Water, upon delivery to the City at the Delivery Point, will be substantially free of chemical contaminants.

3.3 PNM will fund installation of MagFlow meter at or after the Delivery Point to the wastewater plant as expected to be required by the pending city discharge permit renewal to be issued by the New Mexico Environmental Department.

4. Compensation.

4.1. As full consideration for the Services provided by the City to PNM under this Agreement, PNM shall pay City a fee of Ten Thousand Dollars (\$10,000.00) (the "Monthly

Fee”) for each calendar month during the Term (such fee to be prorated for any part of a calendar month), plus applicable New Mexico gross receipts taxes.

4.2. City shall submit monthly invoices to PNM for the Monthly Fee payable for each calendar month during the Term within five (5) business days of the end of each month. Invoices shall be submitted to North American Energy, Lordsburg Generating Station, PO Box 1698, Deming, NM 88030. PNM shall pay the invoice in full within thirty (30) days after receipt thereof.

5. Ownership of Discharge Water.

PNM shall own and have all right, title and interest in and to the Discharge Water before the Delivery Point. Upon delivery to the City at the Delivery Point, City shall thereafter own and have all right, title and interest in and to the Discharge Water.

6. Term, Termination and Suspension.

6.1. This Agreement shall begin on the Effective Date and shall continue in effect until the 18 month anniversary of the Effective Date (the “Term”), subject to extension as provided in Section 6.4.

6.2. Either Party may terminate this Agreement if the other Party breaches this Agreement and fails to cure such breach within thirty (30) days of notice thereof by the Party seeking to terminate.

6.3. Any expiration or termination of this Agreement shall not release either Party from any liability or obligation hereunder, whether of indemnity or otherwise, which may have accrued at the time of expiration or termination.

6.4 If PNM decides, in its discretion, to temporarily suspend operation of the Generating Station, the parties shall have no obligations under Section 4, Compensation, with respect to the period of such temporary suspension. If necessary, PNM will pay a pro-rated payment consistent with the time period of suspended operations.

6.5 Subject to any extensions pursuant to Section 6.4, the Parties may agree in writing to extend the Agreement for an additional three (3) months beyond the expiration of the original term.

7. Liability.

The Parties acknowledge and agree that, upon termination of this Agreement pursuant to Section 6 “Term, Termination and Suspension,” the City shall have no liability to PNM related to or arising from delivery of the Discharge Water.

8. Force Majeure.

If a Party is delayed in, hindered in, or prevented from performance required under this Agreement (other than any delay or failure relating to payment of money due and payable under this Agreement) by circumstances beyond its control (a "Force Majeure Event"), including, without limitation, labor dispute, fire, explosion, flood, drought, acts of God, global pandemic, war, or other hostilities, and civil commotion, domestic or foreign governmental acts, orders, or regulations, inability to obtain facilities or supplies, then, such Party is excused from such a performance for the period of delay.

9. Dispute Resolution.

9.1 If the Parties are unable to resolve any dispute within thirty (30) days of the occurrence of the event or circumstances giving rise to the dispute, the dispute may be submitted to mediation upon the mutual agreement of the Parties. In the event the Parties do not agree to mediate the dispute or are unable to resolve the dispute through mediation and the aggregate amount of the claim (including counterclaims) is less than \$100,000, then either Party, at its option, may elect to submit the dispute to binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 1978, Sections 44-7A-1 to -32 (2001). A Party electing to submit a dispute to arbitration shall give the other Party timely notice of such election pursuant to Article 10 "Notices and Other Communications" and such notice shall describe the nature of the dispute and the amount in controversy. The Parties shall then jointly select an arbitrator and failing such mutual agreement, each Party shall select a third-party nominee and then the respective nominees appointed by each Party shall promptly choose a third individual to act as arbitrator. The arbitration shall be held in Lordsburg, New Mexico, with option to appear via video conference. Discovery shall be by agreement of the Parties or as ordered by the arbitrator, provided that the Parties shall comply with the following minimum discovery requirements: at least ten days prior to the arbitration, the Parties shall exchange copies of all exhibits used at the arbitration and a list of witnesses and a summary of the matters as to which each witness is expected to testify. All costs of mediation or arbitration shall be split equally by the Parties, except that the Parties shall be responsible for payment of their own attorney fees, preparation fees, and similar costs. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law of the State of New Mexico.

9.2 If the aggregate amount of the claim in dispute exceeds \$100,000, then the Parties may agree to submit the matter to binding arbitration under the New Mexico Uniform Arbitration Act, NMSA 1978, Sections 44-7A-1 to -32 (2001), and failing such agreement, either Party may bring an action in the federal or state courts of New Mexico. Nothing in this Article shall affect either Party's right to terminate this Agreement pursuant to Article 6 "Term and Termination."

10. Notices and Other Communications.

Any notice, request, approval, consent, instruction, direction or other communication given by either PNM or City to the other Party under this Agreement shall be in writing and shall be deemed given if personally delivered, delivered by reputable overnight courier or sent by first-class mail, postage prepaid, or by facsimile transmission to the facsimile number of the person specified below and shall be deemed received, if personally delivered, or delivered by courier, upon delivery, and if mailed, on the third day following deposit in the U.S. mail, and if

specified by the Parties may be done for routine notices relating to day-to-day operations and shall be deemed received upon transmission, provided that electronic transmission to e-mail addresses shall not constitute notice for purposes of default, termination, assignment, change of address and changes in rates or other fees.

a. If to City: _____

b. If to PNM: Public Service Company of New Mexico
Attn:
MS
Albuquerque, NM 87159
Phone:
Fax:

Either Party may, from time to time may change such address by giving the other Party notice of such change in accordance with the provisions of this section.

11. Relationship of Parties.

Nothing contained in this Agreement shall be construed to create any partnership or agency relationship between the Parties for any purpose, action or transaction, including those related to performance of this Agreement.

12. Assignment and Transfer.

Neither Party shall assign or transfer this Agreement or any privilege granted to it hereunder without the prior consent in writing of the other Party, provided that PNM may assign this Agreement, without the City's consent, to (a) any affiliate of PNM, and (b) any person acquiring all or substantially all of the Generating Station or PNM's assets or stock. Consent shall not be unreasonably withheld. In the event of any assignment or transfer in accordance with this Article, this Agreement shall inure to the benefit of, and be binding upon, the heirs, successors and assigns of the assigning Party.

13. Severability and Survival.

If any portion of the Agreement, including all exhibits thereto, is stricken as an invalid provision, the remaining portion of this Agreement and exhibits shall remain in full force and effect and shall continue to be binding upon the parties.

All provisions of the Agreement and exhibits which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement, will survive the completion, termination, or cancellation of this Agreement.

14. Entire Agreement.

This Agreement contains the entire understanding between the parties and any earlier agreements or understandings are hereby superseded and extinguished. This Agreement may be modified only in writing signed by both City and PNM.

15. Warranty of Authority.

By signing this Agreement, the undersigned signatories represent and warrant that they have full and complete authority to enter into this Agreement on behalf of the respective Parties hereto.

16. Incorporation of Recitals.

The recitals are incorporated into and made a part of this Agreement for all purposes.

17. Governing Law.

This Agreement will, in all respects, be interpreted, construed and enforced in accordance with all applicable federal laws and laws of the State of New Mexico.

18. No Waiver.

No term, covenant or condition of this Agreement or any breach thereof shall be deemed waived, unless such waiver shall be in writing and executed by the Party claimed to have waived the same. The waiver of any breach by a Party, whether express or implied, shall not constitute a waiver of any subsequent breach. This Agreement may not be amended, nor shall any change or discharge be affected except by an appropriate writing executed by the Parties.

19. Construction of Agreement.

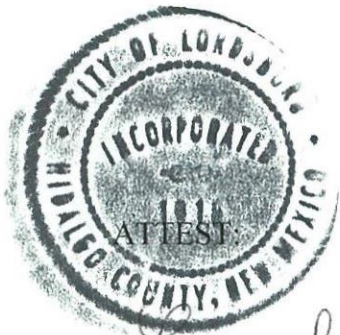
The Parties agree that in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

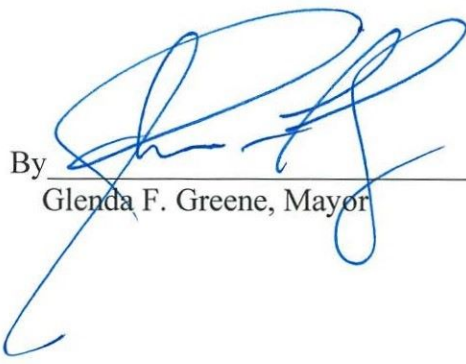
IN WITNESS WHEREOF, City and PNM have caused this Agreement to be executed on their behalves by their duly authorized representatives as of the Effective Date set forth above.

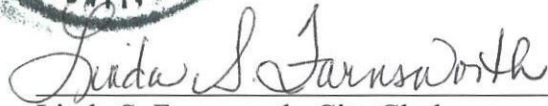
PUBLIC SERVICE COMPANY OF NEW
MEXICO

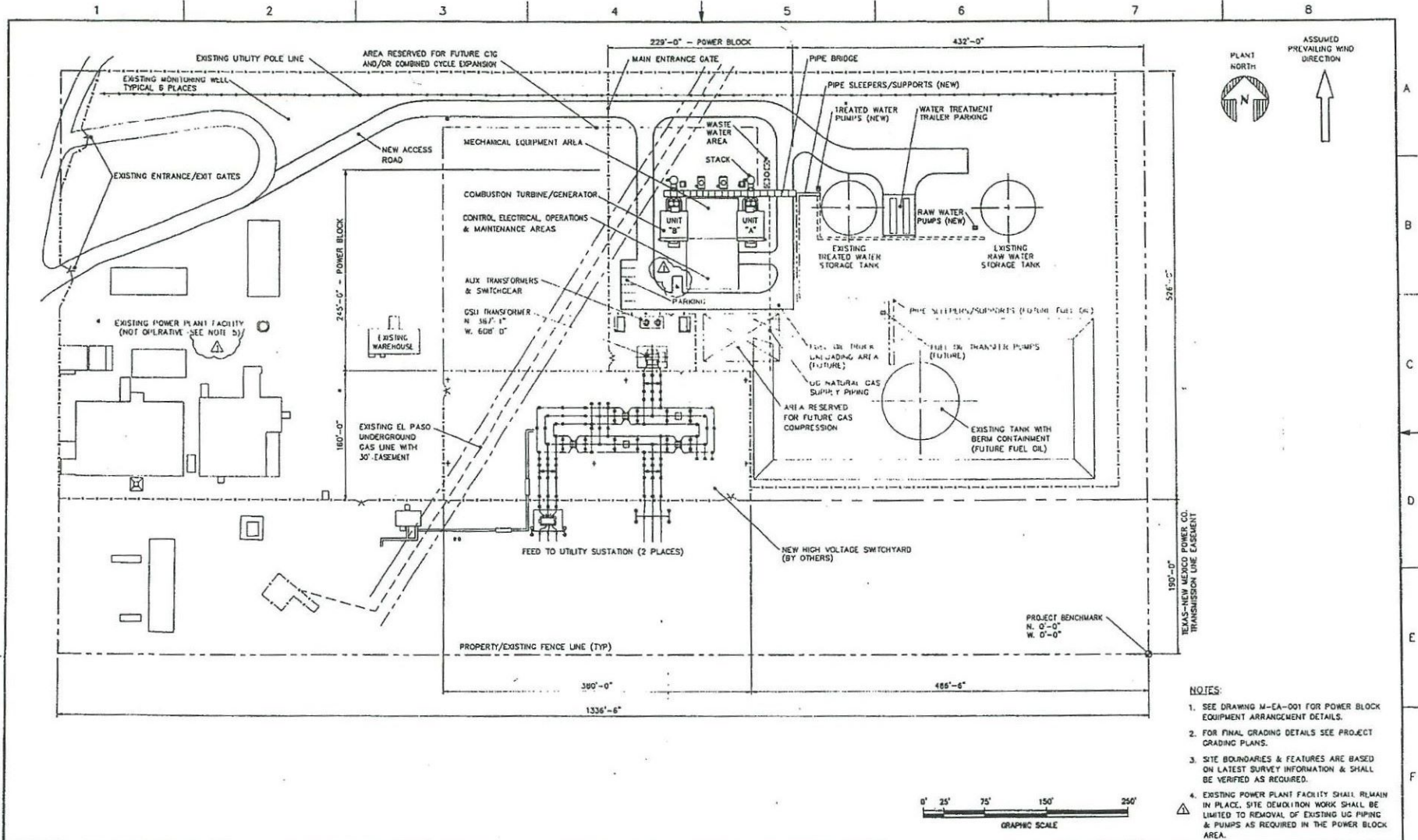
By Brent Heffington
Name, Title

Brent Heffington
Managing Director of Generation
6 PNM



By 
Glenda F. Greene, Mayor


Linda S. Farnsworth, City Clerk



- NOTES:**
- SEE DRAWING M-CA-001 FOR POWER BLOCK EQUIPMENT ARRANGEMENT DETAILS.
 - FOR FINAL GRADING DETAILS SEE PROJECT GRADING PLANS.
 - SITE BOUNDARIES & FEATURES ARE BASED ON LATEST SURVEY INFORMATION & SHALL BE VERIFIED AS REQUIRED.
 - EXISTING POWER PLANT FACILITY SHALL REMAIN IN PLACE. SITE DEMOLITION WORK SHALL BE LIMITED TO REMOVAL OF EXISTING UG PIPING & PUMPS AS REQUIRED IN THE POWER BLOCK AREA.

NO.	DATE	BY	REVISIONS	NO.	DATE	BY	REVISIONS
A	10/27/01	KAB	PRELIMINARY				
B	11/16/01	KAB	REVISED PER OWNER'S COMMENTS				
C	11/16/01	KAB	GENERAL REVISION				
D	11/16/01	KAB	GENERAL REVISION				
E	11/16/01	KAB	REVISED FOR UPDATED SITE SURVEY INFORMATION, ADDED SWITCHGEAR, GENERAL REVISION				
0	11/16/01	KAB	ISSUED FOR CONSTRUCTION				
1	1/14/02	KAB	REVISED FOR ARCHITECTURAL REVIEW				

Spectrum Energy, Inc.
 IRVINE, CALIFORNIA CHARLOTTE, NORTH CAROLINA

**LORDSBURG GENERATING STATION
 SITE ARRANGEMENT PLAN**

LORDSBURG NEW MEXICO

PROJECT NO. LRD_M-SP-001 SHEET NO. M-SP-001 1 of 1

01-11-02 - 15.71

**Workplan for
Annual 2024
Groundwater &
Landfill Gas
Monitoring and
Reporting of Former
Lordsburg Landfill
and Professional
Services Agreement**



December 21, 2023

#4313278.1.23

Mr. Frank Madrid
409 W. Wabash Street
Lordsburg, New Mexico 88045
E-mail: environmental.dept@cityoflordsburg.org

**RE: WORKPLAN FOR ANNUAL 2024 GROUNDWATER & LANDFILL GAS MONITORING AND REPORTING,
FORMER LORDSBURG LANDFILL, LORDSBURG, NEW MEXICO**

Dear Mr. Madrid:

Please find enclosed the workplan for groundwater and landfill gas monitoring and reporting activities for 2024 at the Former Lordsburg Landfill in Lordsburg, New Mexico. Souder, Miller & Associates (SMA) has developed the attached scope of work based on requirements of the New Mexico Environment Department (NMED) Solid Waste Bureau (SWB) regulations.

Please indicate your acceptance of the attached workplan and the **Professional Services Agreement** by endorsing a copy of the workplan and agreement and returning it to SMA by mail or email. SMA appreciates the opportunity to provide continued environmental consulting services for you. If you have any questions, please contact either of the undersigned at (575) 647-0799 or by email.

Sincerely,

**MILLER ENGINEERS, INC. D.B.A.
SOUDER, MILLER AND ASSOCIATES**

A handwritten signature in blue ink that reads "Victoria L. Black".

Victoria L. Black, P.G.
Project Geoscientist
vicki.black@soudermiller.com

A handwritten signature in blue ink that reads "R. Jay Vanlandingham".

R. Jay Vanlandingham, R.G.
Senior Geoscientist
jay.vanlandingham@soudermiller.com

*Attachments: Workplan
Terms and Conditions*

cc: Mayor Glenda Greene, City of Lordsburg, glendagreene@cityoflordsburg.org

WORKPLAN
ANNUAL 2024 GROUNDWATER & LANDFILL GAS MONITORING AND REPORTING
FORMER LORDSBURG LANDFILL
LORDSBURG, NEW MEXICO

DECEMBER 21, 2023

INTRODUCTION

This workplan and budget is prepared pursuant to New Mexico Environment Department (NMED) Solid Waste Bureau (SWB) requirements for annual groundwater and landfill gas monitoring for 2024 at the Former Lordsburg Landfill in Lordsburg, New Mexico. A fixed fee payment schedule listing the proposed budget for the sole task under this workplan can be found below. Please note that the budget **does not** include New Mexico Gross Receipts Tax (NMGR).

Fixed Fee Deliverable Schedule

Task	Deliverable Description	Anticipated Deliverable Due Date	Budget Requested
23	Annual 2024 Groundwater & Landfill Gas Monitoring Reports	February 28, 2025	\$14,789
Total Fixed Fee Workplan Cost (excluding NMGR)			\$14,789

TASK 23 – ANNUAL 2024 GROUNDWATER & LANDFILL GAS MONITORING REPORTS

Groundwater Sampling

Souder, Miller & Associates (SMA) will obtain depth to groundwater measurements from the three groundwater monitoring wells at the Former Lordsburg Landfill using an electronic water level indicator that is decontaminated before each use. SMA will then purge the wells using a new, disposable high-density polyethylene (HDPE) bailer, a Waterra or a decontaminated portable submersible pump while water quality parameters pH, temperature, electrical conductivity (EC), total dissolved solids (TDS) and visual turbidity are measured at regular intervals using a Hanna HI98194 meter or similar. The wells will be purged until water quality parameters stabilize within 10% in consecutive measurements, at least three well volumes are purged, or the well is purged dry. SMA will record the volume of water purged on a field form or field notebook and provide records of field parameter readings used for stabilization. Groundwater samples will then be collected by the same method used to purge the wells.

Groundwater samples are then sealed and labeled with a sample ID, date and time sampled, and analyses to be performed. The samples are recorded on a chain-of-custody, placed on wet ice, and shipped to Hall Environmental Analytical Laboratory, accompanied by the chain of custody for analyses.

Groundwater samples will be analyzed for metals, organic and inorganic constituents identified in the reduced parameters list approved by NMED SWB, in accordance with 20.9.9.11.B NMAC. A trip blank for volatiles/semi-volatiles will be analyzed as part of the annual groundwater sampling event.

This activity also includes preparing and submitting: 1) a detection response letter within 14 days of receipt of the laboratory results; and 2) an Annual 2023 Groundwater Monitoring Report in accordance with current NMED SWB reporting requirements.

Landfill Gas Sampling

Annual landfill gas sampling will be performed by SMA using a hand-held multi-gas meter and a slide hammer with soil probe at approximately eight (8) temporary locations along the perimeter of the landfill. SMA will advance a stainless-steel soil gas probe to approximately 2 feet below ground surface at each location, using a slide hammer. A hand-held multi-gas meter (MultiRae or similar) will be attached to the probe using polyethylene or Tygon® plastic tubing. The vacuum on the multi-gas meter will be used to purge the probe and tubing of ambient air. The multi-gas meter calibrated to 2.5% by volume methane will be used to measure % LEL at each location. The MultiRae multi-gas detector will then pump subsurface air across the LEL sensor until a stable reading is achieved. The stable reading is then recorded.

SMA will also use the multi-gas meter and polyethylene or Tygon® plastic tubing to purge and sample the permanent landfill gas monitoring well, BR-1, along the eastern perimeter of the landfill. The permanent landfill gas monitoring well consists of 2-inch (inner diameter) PVC. The screened interval of this monitoring well is currently unknown. The monitoring well will be sampled by covering the opening of the well with a piece of tape wide enough to cover the entire 2-inch opening of the casing. A small hole will then be cut in the tape and a ten-foot length of tubing will be inserted into the hole and down the well casing. The tubing will then be connected to the inlet of the multi-gas meter. The landfill gas monitoring well will be purged for approximately 60 minutes and a landfill gas reading will be recorded after a stable reading is achieved.

A report for the landfill gas sampling event will be completed in accordance with recent NMED SWB requirements and will include information such as sampling methodology and instrument calibration data, locations of the sample points, the time each sample is collected, barometric pressure data, site maps, methane contaminant maps and summary tables. One hard copy and one digital copy (in portable document format) of the final report will be provided.

Accepted By: 
(Signature): _____
(Printed Name/Date): Glendon Greene
Title: Mayor

PROFESSIONAL SERVICES AGREEMENT
(Client - Consultant)

This Agreement is made and entered into this 21st day of December, 2023, between City of Lordsburg (hereinafter called CLIENT) and **MILLER ENGINEERS, INC. d/b/a SOUDER, MILLER & ASSOCIATES** (hereinafter called CONSULTANT).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:


CLIENT hereby engages CONSULTANT to perform the services set forth in the attached letter Proposal, and CONSULTANT agrees to perform the services for the compensation set forth in same said Proposal. Any additional work and corresponding compensation not identified in the Proposal will be detailed and included in Amendments to this Agreement.

CONSULTANT shall be authorized to commence the Services upon execution of this Agreement, unless otherwise specified herein. CONSULTANT and CLIENT agree that this signature page, together with the Standard Terms and Conditions, and all Exhibits, Attachments and Amendments referred to herein, constitute the entire Agreement relating to the Work.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


CLIENT:

City of Lordsburg
409 West Wabash Street
Lordsburg, NM 88045
Tel. (575) 542-3421
Federal Tax ID Number: 85-6000151

By: 
Name: Gloria Greene
Title: MAYOR
Date: 1-17-24

CONSULTANT:

MILLER ENGINEERS, INC. d/b/a
SOUDER, MILLER & ASSOCIATES
3500 Sedona Hills Parkway
Las Cruces, New Mexico 88011
Tel. (575) 647-0799
Federal Tax ID Number: 85-0336964

By: 
Name: R. Jay Vanlandingham, R.G.
Title: Senior Geoscientist
Date: 12/21/2023



STANDARD TERMS AND CONDITIONS

1 Scope of Agreement

- 1.1 This Agreement supersedes all prior contracts or agreements, either verbal or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement between the parties with reference to said services.
- 1.2 This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. It cannot be modified or changed by any verbal promise by whosoever made, nor shall any written modification of it be binding on the CLIENT until it has been approved in writing by both the CLIENT and the CONSULTANT and made a part of the Agreement by way of Amendment.

2 Right of Entry

- 2.1 The CLIENT will provide for right of entry of the CONSULTANT and all his equipment, in order to do the work.
- 2.2 While the CONSULTANT will take reasonable precautions to minimize damage to the property, it is understood by the CLIENT that in the normal course of work some damage to the surface may occur, the correction of which is not part of this Agreement.

3 Invoices

- 3.1 The CONSULTANT's compensation shall be as outlined in Exhibits or Amendments to this Agreement. Invoices may be submitted twice monthly and will include a final bill upon completion of services. Invoices will show total charges accrued during the billing period.
- 3.2 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.
- 3.3 Any required Gross Receipts and/or Professional Services Taxes, as may be required by a specific jurisdiction, will be added to CONSULTANT's invoices, in addition to the fees quoted or agreed to, and are payable by the CLIENT. CLIENT may provide a suitable Non-Taxable Transaction Certificate to CONSULTANT in lieu of payment of tax if permissible by the jurisdiction.
- 3.4 CLIENT will compensate CONSULTANT for any expenses incurred to recover any invoiced amount that remains unpaid after 60 days. These costs may include both costs incurred internally by CONSULTANT or external fees charged by third-party collections placement agencies, attorneys or other resources. Said fees may in some cases exceed the principal of the amount owed.
- 3.5 If any invoiced amount remains unpaid after 60 days CONSULTANT may elect to cease work immediately; CONSULTANT will not be responsible for any loss to CLIENT resulting from this stoppage. Further, if, at any time during the course of the project any invoiced amount remains unpaid after 60 days, CONSULTANT may require CLIENT to provide an irrevocable letter of assignment of credit from a financial institution and in a form acceptable to the CONSULTANT in an amount to be determined by the CONSULTANT up to and including any remaining un-invoiced balance of the project and any outstanding invoice(s). Said credit line may be accessed at the discretion of the CONSULTANT for payment of any overdue invoices.

4 Ownership and Transfer of Documents

- 4.1 All reports, boring logs, field data, field notes, drawings and specifications, calculations, estimates, laboratory test data, and other documents prepared or furnished by the CONSULTANT, as instruments of service, whether electronic or printed, shall remain the property of the CONSULTANT whether or not the Project is completed. As such, CONSULTANT, who shall be deemed the author, shall retain all common law, statutory law, and other rights, including copyrights. CLIENT may make and retain copies for information reference in connection with the Project. However, such documents are not intended or represented to be suitable for reuse by the CLIENT or others on any other project.
- 4.2 Upon CLIENT's payment in full for all Work performed under the Contract Documents, CONSULTANT shall grant CLIENT a license to use the Work Product in connection with the Project, conditioned on CLIENT's express understanding that it's reuse of the Work

Product without the CONSULTANT's involvement or consent is at CLIENT's sole risk; and CLIENT agrees to indemnify, defend and hold harmless CONSULTANT and anyone working by or through CONSULTANT for all claims, damages, losses and expenses arising out of any such reuse without CONSULTANT's consent.

- 4.3 The CLIENT agrees that all documents and other work furnished to the CLIENT or his agents, which is not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatsoever.

- 4.4 When transmitting items in electronic media or digital format, the CONSULTANT makes no representations as to long term compatibility, usability, or readability of the items resulting from CLIENT's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols. Further, CLIENT agrees that electronic media or digital format will not be transmitted to a third party without the expressed written consent of CONSULTANT.

- 4.5 Acceptance of electronic media or digital format information by CLIENT is made with the understanding that only signed and sealed hard copy(s) are considered final product and that acceptance of these files shall constitute CLIENT acknowledgement that these files may not be accurate or "to scale" and shall not relieve responsibility to determine the required dimensions, elevations, details and relationships of the provided data.

5 Standard of Care

- 5.1 Services performed by the CONSULTANT under this Agreement will be conducted in a manner consistent with and limited to that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
- 5.2 CONSULTANT shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence CONSULTANT cannot ascertain.
- 5.3 Services performed by the CONSULTANT follow the general intent of Section D "Model Standards for Construction Layout Surveys" of the National Society of Professional Surveyors (NSPS).

6 Allocation of Risk

- 6.1 The CLIENT agrees to limit the CONSULTANT's liability to the CLIENT, and anyone claiming by, through or under the CLIENT, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of CONSULTANT's services or this agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery such that the total aggregate liability shall not exceed \$25,000 or the total of CONSULTANT's fees, whichever is greater. This limitation shall not apply to the extent the damage is paid under CONSULTANT's commercial general liability policy. In any case the time period for any damage claims will not exceed five (5) years after the date of the final invoice.

7 Sole Remedy

- 7.1 Notwithstanding anything to the contrary contained herein, CLIENT agrees that its sole and exclusive claim, demand, suit, judgment or remedy against the CONSULTANT shall be asserted against the CONSULTANT's corporate entity and not against its shareholders, directors, officers or employees.

8 Insurance

- 8.1 The CONSULTANT represents and warrants that it and its agents, staff and sub-consultants employed by it is and are protected by worker's compensation insurance and that the CONSULTANT has such coverage under professional liability, public liability and property damage insurance policies which the CONSULTANT deems to be adequate.
- 8.2 CONSULTANT carries professional liability insurance of at least \$1,000,000.



8.3 Certificates for all such policies of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, the CONSULTANT agrees to indemnify and save CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by the CONSULTANT, its agents, staff, and sub-consultants employed by it, to the proportionate extent caused by such negligence. The CONSULTANT shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance.

8.4 The CONSULTANT shall not be responsible for any loss, damage, or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by it.

9 Indemnification

9.1 It is expressly understood and agreed between CONSULTANT and CLIENT, that CONSULTANT shall indemnify the CLIENT for all losses, damages, claims, actions, or demands resulting from the CONSULTANT's negligent actions or inactions as a result of this Agreement to the proportionate extent that such damages are caused by CONSULTANT's negligence or willful misconduct. Similarly, CLIENT shall indemnify the CONSULTANT for all losses, damages, claims, actions, or demands to the extent caused by CLIENT's willful misconduct or negligent acts, errors or omissions as a result of this Agreement.

10 Termination

10.1 This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or for convenience. Termination for substantial failure shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CONSULTANT shall be paid for services performed up to the termination notice date including both billed and unbilled costs.

10.2 Additionally, it is mutually agreed that both parties will refrain from soliciting and/or hiring each other's employees within 1-year from completion and/or termination of the Agreement.

11 Confidentiality of Information

11.1 Except as required by law or this Agreement, or requested by the CLIENT, the CONSULTANT will communicate with and submit work products only to the CLIENT and parties specifically designated by the CLIENT. The CLIENT is responsible for all regulatory agency submittals and public health officials' notifications.

11.2 Information required by law to be released to public health officials or regulatory agencies will be provided only with the CLIENT's knowledge.

12 Severability

12.1 CLIENT and CONSULTANT have entered into this Agreement of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

12.2 However, CLIENT and CONSULTANT will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

13 Changed Conditions

13.1 The scope of services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope of services should be redefined.

13.2 CONSULTANT will promptly inform CLIENT in writing of such situations, and if the facts discovered constitute a material change in Project assumptions, the parties shall promptly and in good faith enter into renegotiation of this Agreement to help permit CONSULTANT to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that CONSULTANT has an absolute right to terminate this Agreement. No payment for services beyond those described in the original scope will be authorized without a written amendment to this Agreement.

14 Consequential Damages

14.1 To the fullest extent permitted by laws and regulations, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or

consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

15 Defects in Service

15.1 CLIENT and CLIENT's personnel, contractors and subcontractors shall promptly report to CONSULTANT any defects or suspected defects in CONSULTANT's work, in order that CONSULTANT may take prompt, effective measures which in CONSULTANT's opinion will minimize the consequences of a defect in service.

15.2 Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, or inability despite reasonable diligence to supply personnel, equipment or material to the project. Should such acts occur, CLIENT and CONSULTANT shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible.

15.3 Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

16 Information Provided by Others

16.1 CONSULTANT shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to CONSULTANT such information as is available to CLIENT. CLIENT recognizes that it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information.

16.2 Accordingly, CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to CONSULTANT by CLIENT.

16.3 CLIENT accepts that any utility locations incorporated into design documents reflect the relative accuracy of the provider and/or utility owner. Unless otherwise specified in the scope of work, CONSULTANT has not verified indicated locations (or lack of) from any utility providers and hence cannot be presumed to guarantee the absence, presence or authoritative location of any utility.

16.4 Accordingly, CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information resulting from uncertainty in utility location.

17 Public Responsibility

17.1 CLIENT and CONSULTANT each recognizes that they owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect public health and safety.

17.2 If CLIENT for any reason decides to disregard CONSULTANT's recommendations in these respects, CONSULTANT shall employ its best judgement in deciding whether or not to notify public officials. CLIENT agrees that such decisions are CONSULTANT's to make, in light of CONSULTANT's public responsibilities as CONSULTANT perceives them and, in any event, CONSULTANT should not be held liable in any respect, and CLIENT waives any claim against CONSULTANT, for failing to report conditions which were CLIENT's responsibility to report.

18 Jobsite Safety

18.1 Where construction work is being done on the site, CONSULTANT is responsible solely for his own and his employees' activities on the jobsite, but this shall not be construed to relieve CLIENT or any construction contractors from their responsibility for maintaining a safe jobsite.

18.2 Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or his employees and subcontractors, shall be construed to imply CONSULTANT has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

18.3 CLIENT agrees that the Contractor(s) is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's



- 18.4 Agreement with the General Contractor or other contractors and subcontractors. CLIENT also warrants that CONSULTANT shall be made an additional insured under the Contractor's general liability insurance policy. CONSULTANT strives to maintain a work environment free of harassment, providing equal opportunity and compliance with professional licensing requirements to the benefit of employees and CLIENTS. Profanity, abusive behavior whether physical, verbal or otherwise and violence are all prohibited. At no time and under no circumstances whatsoever shall abusive, violent, destructive, menacing, or harassing behavior be tolerated from or to the CLIENT or any party acting on behalf of the CLIENT. If after identification the behavior it is not corrected the contract may be suspended or terminated without penalty at the discretion of the CONSULTANT.
- 19 **CLIENT's Responsibility to Notify Consultant**
- 19.1 CLIENT hereby warrants that, if he knows or has any reason to know or suspect that hazardous materials may exist at the project site, he has so informed CONSULTANT. CLIENT also warrants that he has informed CONSULTANT of such known or suspected hazardous materials type, quantity and location.
- 19.2 When hazardous materials are known, assumed or suspected to exist at the site, CONSULTANT is required to take appropriate precautions to protect the health and safety of his personnel, to comply with applicable laws and regulations, and to follow procedures that CONSULTANT deems prudent to minimize physical risks to employees and the public.
- 20 **Buried and Aboveground Structures and Utilities**
- 20.1 In the prosecution of his work, the CONSULTANT will take reasonable precautions to avoid damage or injury to subterranean and aboveground structures and utilities.
- 20.2 The CLIENT agrees to hold the CONSULTANT harmless for any damages to subterranean and aboveground structures and utilities which are not called to the CONSULTANT's attention or correctly shown on the plans furnished.
- 21 **Discovery of Unanticipated Hazardous Materials**
- 21.1 Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. CONSULTANT and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services.
- 21.2 CONSULTANT and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.
- 21.3 CLIENT encourages CONSULTANT to take any and all measures that in CONSULTANT's professional opinion are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of working to protect employees' and the public's health and safety.
- 21.4 In addition, CLIENT waives any claim against CONSULTANT for injury or loss arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials.
- 22 **Discovery of Unanticipated Hazardous Materials on Site Not Belonging to CLIENT**
- 22.1 In the event the project site is not owned by CLIENT, CLIENT warrants that he has obtained all necessary permissions for CONSULTANT to enter onto the site and conduct subsurface exploration activities. CLIENT recognizes that it is his responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 22.2 CLIENT also understands that any such discovery may result in recognition of a significant reduction of the property's value, and this may spur the property's owner to institute a claim for compensation for alleged damages even though discovery is not the cause of damages. Accordingly, in such situations, CLIENT waives any claim against CONSULTANT for injury or loss of any type arising from CONSULTANT's discovery of unanticipated hazardous materials or suspected hazardous materials on a site not owned by CLIENT and CLIENT agrees to indemnify, defend, and hold harmless the CONSULTANT from and against any claim, liability, loss or cost, including reasonable attorney's fees and cost of defense, allegedly arising out of access to or activities conducted on any such property.
- 23 **Aquifer Contamination**
- 23.1 Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site.
- 23.2 Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which CONSULTANT will perform on CLIENT's behalf, CLIENT waives any claim against CONSULTANT for injury or loss which may arise as a result of alleged cross-contamination caused by sampling.
- 24 **Contaminated Equipment and Consumables**
- 24.1 Any of CONSULTANT's field or laboratory equipment that becomes contaminated by hazardous materials encountered at the project site must be decontaminated, and contaminated consumables must be disposed of properly. CLIENT agrees to remunerate CONSULTANT for costs associated with decontamination of equipment and disposal and replacement of contaminated consumables.
- 24.2 In some instances, the fair market value of a piece of equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment, may be less than the cost of decontamination. In such instances, CONSULTANT shall notify CLIENT and give CLIENT the option of paying for decontamination, or purchasing the equipment at its fair market value immediately prior to contamination. If CLIENT elects to purchase equipment, CLIENT and CONSULTANT shall enter into a specific agreement for that purpose.
- 24.3 For purposes of this Agreement, any equipment that cannot be decontaminated shall be considered a consumable.
- 25 **Disposal of Samples**
- 25.1 Soil, rock, water and/or other samples obtained from the Project site are the property of CLIENT. CONSULTANT shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing.
- 25.2 Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from CONSULTANT's custody and transporting them to a disposal site. CONSULTANT may act as CLIENT's agent in arranging for lawful disposal procedures.
- 25.3 CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.
- 26 **Contaminated Materials**
- 26.1 CLIENT recognizes that, when it is known, assumed or suspected that hazardous materials exist beneath the surface of the project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as if contaminated. Accordingly, to protect human health and safety as well as the environment, CONSULTANT will appropriately contain and label such materials; will promptly inform CLIENT that such containerization and labeling has been performed, and will leave the containers on site for proper lawful removal, transport, and disposal by CLIENT. CONSULTANT may act as CLIENT's agent in arranging for lawful disposal procedures.
- 26.2 The decision on how contaminated material will be disposed of or treated is not the responsibility of CONSULTANT. The CONSULTANT can provide information on treatment options and qualified transporters, and advise on the probable range of cost. CONSULTANT may act as CLIENT's agent in arranging for lawful disposal procedures.
- 26.3 Arrangement for transportation of contaminated material and off-site disposal shall be the sole responsibility of the CLIENT.
- 26.4 Waste analysis and preparation of permits does not constitute direction or decision by CONSULTANT regarding material disposal. By statute, responsibility for this decision resides with the generator and shall not be implied to be transferred to CONSULTANT because of the services provided. CONSULTANT may act as CLIENT's agent in arranging for lawful disposal procedures.
- 27 **Subsurface Risks**
- 27.1 CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of



- a trained professional who functions in accordance with a professional standard of care may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program.
- 27.2 For similar reasons, actual environmental, geologic and environmental/geotechnical conditions that CONSULTANT properly infers to exist between sampling points may differ significantly from those that actually exist. The passage of time must also be considered, and CLIENT recognizes that, due to natural occurrences or direct or indirect human intervention at the site or distant from it, actual conditions discovered may quickly change.
- 27.3 CLIENT realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied by CONSULTANT to help reduce them to that level deemed tolerable by CLIENT. CONSULTANT is available to explain these risks and risk reduction methods to CLIENT, but in any event, the scope of services included with this Agreement is that which CLIENT agreed to or selected in light of his own risk preferences and other considerations.
- 28 Failure to Encounter Hazardous Materials**
- 28.1 It is possible that exploration may fail to reveal the presence of hazardous materials at sites where hazardous materials are assumed or expected to exist. CLIENT understands that CONSULTANT's failure to discover hazardous materials through appropriate and mutually agreed-upon sampling techniques does not guarantee that hazardous materials do not exist at the site.
- 28.2 Similarly, a site which in fact is unaffected by hazardous materials at the time of CONSULTANT's subsurface exploration may later due to natural phenomena or human intervention become contaminated.
- 28.3 CLIENT agrees that it would be unfair to hold CONSULTANT liable for failing to discover hazardous materials whose exact location is impossible to foretell from the surface, or for failing to discover hazardous materials which in fact did not exist at specific sampling locations at the time such samples were taken. Accordingly, CLIENT waives any claim against CONSULTANT, and agrees to save CONSULTANT harmless from any claims or liability for injury or loss arising from CONSULTANT's failure to detect the presence of hazardous materials through techniques commonly employed for the purpose.
- 28.4 CLIENT also agrees to compensate CONSULTANT for any time spent and expenses incurred by CONSULTANT in defense of any such claim, with such compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.
- 29 Joint and Several Liability**
- 29.1 The concept of joint and several liability is basically this: When two or more parties are considered responsible for causing injury or damage, any one of the parties may be made to provide compensation for as much as 100% of the damages assessed.
- 29.2 As applied to hazardous materials projects, it is possible that the concept of joint and several liabilities could be construed to make CONSULTANT partly or wholly responsible for damages created directly or indirectly by the hazardous materials. CLIENT agrees that it would be unfair for CONSULTANT to be exposed to such an action, because CONSULTANT had nothing whatsoever to do with the creation of the hazardous condition.
- 29.3 Accordingly, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and save CONSULTANT harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would in any manner hold or seek to hold CONSULTANT responsible for creating a hazardous condition or permitting one to exist.
- 29.4 CLIENT also agrees to compensate CONSULTANT for any time spent and expenses incurred by CONSULTANT in defense of any such claim, with such compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.
- 30 Construction Monitoring**
- 30.1 CLIENT recognizes that unanticipated or changed conditions may be encountered during construction. When CLIENT agrees to retain CONSULTANT to monitor construction, CONSULTANT agrees to assign to the monitoring function persons qualified to observe and report on the quality of work performed by contractors, et al.
- 30.2 CLIENT recognizes that construction monitoring is a technique employed to minimize the risk of problems arising during construction. Provision of construction monitoring by CONSULTANT is not insurance, nor does it constitute a warranty or guarantee of any type. In all cases, contractors, et al, shall retain responsibility for the quality of their work and for adhering to plans and specifications. Should CLIENT for any reason not retain CONSULTANT to monitor construction, or should CLIENT unduly restrict CONSULTANT's assignment of personnel to monitor construction, or should CONSULTANT for any reason not perform construction monitoring during the full period of construction, CONSULTANT shall not have the ability to perform a complete service.
- 30.3 Should the CONSULTANT be prevented from performing a complete service, CLIENT waives any claim against CONSULTANT, and agrees to indemnify, defend and hold CONSULTANT harmless from any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed by CONSULTANT.
- 31 Opinion of Probable Construction Cost**
- 31.1 CLIENT recognizes that CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, competitive bidding or market conditions. Hence CONSULTANT'S opinions of probable costs are to be made on the basis of CONSULTANT's experience; but CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost.
- 31.2 Reliance by Third Parties**
- 31.3 Any information, including but not limited to data, reports, findings, summaries, or recommendations, prepared by CONSULTANT for CLIENT in the course of performing the Services hereunder may not be relied upon by any person or entity other than CLIENT without CONSULTANT's prior written consent. Unless otherwise agreed, any use of information prepared by the CONSULTANT by anyone other than the CLIENT is entirely at that third party's own risk.
- 32 Assignment**
- 32.1 Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.
- 33 Notices**
- 33.1 Any notice required under this Agreement will be in writing and sent to the appropriate party at the address designated in this Agreement, and shall be deemed served if sent by registered or certified mail or hand-delivered to an officer or authorized representative of the party to whom the notice is directed. All notices shall be effective upon the date of receipt.
- 34 Dispute Resolution**
- 34.1 If any controversy or claim arises out of or relates to this contract, or breach thereof, and if said dispute cannot be settled through negotiation or mediation, the parties shall submit to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



PROFESSIONAL SERVICES
FY 2023 STANDARD RATES BY CATEGORY (effective November 2022)
ATTACHMENT NO. 1 – EXHIBIT A

Professional Staff

Principal	\$ 240.00	per hour
Senior Manager III	\$ 225.00	per hour
Senior Manager II	\$ 210.00	per hour
Senior Manager I	\$ 200.00	per hour
Senior Engineer/Scientist/Surveyor III	\$ 190.00	per hour
Senior Engineer/Scientist/Surveyor II	\$ 180.00	per hour
Senior Engineer/Scientist/Surveyor I	\$ 165.00	per hour
Project Engineer/Scientist/Surveyor III	\$ 150.00	per hour
Project Engineer/Scientist/Surveyor II	\$ 140.00	per hour
Project Engineer/Scientist/Surveyor I	\$ 130.00	per hour
Staff EIT/Scientist/LSIT III	\$ 125.00	per hour
Staff EIT/Scientist/LSIT II	\$ 120.00	per hour
Staff EIT/Scientist/LSIT I	\$ 110.00	per hour

Technical Staff

Engineering/Design/Survey/Field Tech VIII	\$ 175.00	per hour
Engineering/Design/Survey/Field Tech VII	\$ 155.00	per hour
Engineering/Design/Survey/Field Tech VI	\$ 135.00	per hour
Engineering/Design/Survey/Field Tech V	\$ 120.00	per hour
Engineering/Design/Survey/Field Tech IV	\$ 105.00	per hour
Engineering/Design/Survey/Field Tech III	\$ 80.00	per hour
Engineering/Design/Survey/Field Tech II	\$ 80.00	per hour
Engineering/Design/Survey/Field Tech I	\$ 70.00	per hour
Technical Intern II	\$ 60.00	per hour
Technical Intern I	\$ 50.00	per hour
Construction Observer IV	\$ 120.00	per hour
Construction Observer III	\$ 100.00	per hour
Construction Observer II	\$ 80.00	per hour
Construction Observer I	\$ 60.00	per hour

Support Staff

Project Financial/Manager Assistant II	\$ 100.00	per hour
Project Financial/Manager Assistant I	\$ 75.00	per hour
Administrative Assistant IV	\$ 120.00	per hour
Administrative Assistant III	\$ 100.00	per hour
Administrative Assistant II	\$ 80.00	per hour
Administrative Assistant I	\$ 60.00	per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; *a complete list of expense rates is available upon request.*

OTHER SERVICES

- Telephone/facsimile/postage @ actual cost
- Mileage @ \$0.655 per mile (or current IRS rate)
- Per diem \$155.00 per day (or max per-diem rate per USGSA)
- Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.



RESOLUTION

NO.

2024-01

OPEN

MEETINGS

Resolution No. 2024-01
City of Lordsburg
Governing Body Meetings and Public Notice Required

Whereas, Section 10-15-1B, NMSA 1978, provides that “all meetings of a quorum of members of any board, commission or other policy-making body of any state agency, or any agency, or authority of any county, municipality, district or any political subdivision held for the purpose of formulating public policy, discussing public business of such board, commission or other public-making body, are declared to be public meetings open to the public at all times, except as otherwise provided in the constitution or the provision of the Open Meetings Act”; and

Whereas, Section 10-15-3A, NMSA 1978, provides that “no resolution, rule, regulation, or ordinance or action of any board, commission, committee or other policy-making body shall be valid unless taken or made at a meeting held in accordance with the requirements of Section 10-15-1, NMSA 1978”; and

Whereas, Section 10-15-4, NMSA 1978, provides that “any person violating any of the provisions of Section 10-15-1, NMSA 1978, is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than five hundred dollars (\$500.00) for each offense; and

Whereas, Section 10-15-1D, NMSA 1978, requires that “any meetings at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs, and at which a majority or a quorum of the governing body is in attendance, and any closed meetings, shall be held only after reasonable notice to the public. The affected body shall determine at least annually in a public meeting what notice for a public meeting shall be reasonable when applied to such body.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body, hereinafter “City Council” of the City of Lordsburg, New Mexico, that:

1. **Regular Meetings**. Notice shall be given at least five (5) days in advance of any regular meeting of a quorum of the members of the City Council, or other policy-making body held for the purpose of discussing public business or taking any formal action within the authority of such body. All requests for agenda items must be submitted to the Mayor or City Clerk 7 days before the meeting.
2. **Emergency Meetings**. Emergency meetings will be called only under unforeseen circumstances which demand immediate action to protect the health, safety, and property of citizens or to protect the public body from substantial financial loss. Emergency meetings may be called by the mayor or a majority of the members of the City Council upon twenty-four (24) hours notice,

unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting.

3. **Work Sessions.** A “work session” is any meeting of a quorum of the City Council which does not involve any formal action by the governing body. Notice will be posted 72 hours prior to work session. Such sessions include, but are not limited to:
 - a. Discussion related to the formulation of public policy prior to the formal discussion or adoption of any resolution or ordinance pending before the City Council; and
 - b. Discussion of internal administrative actions concerning the operations of the City Council; and
 - c. Discussion, to gather information, between staff and the City Council in preparation for formal discussion or action;

Any person wishing to attend a work session of the City Council which has not been closed pursuant to NMSA 1978 Section 10-15-1(H) and 10-15-1(1) and this Open Meetings Act Policy shall be allowed to attend and listen to the discussions.

4. **Closed Meetings.** Pursuant to NMSA 1978, Section 10-15-1(H) and (1), the City Council upon its own motion may close a meeting to the public if the subject matter of such discussion or action is included in Subsection H of the Open Meetings act, NMSA 1978, Section 10-15-1, or if the need to close the meeting is required by other laws which specifically preserve the confidentiality of certain information that is to be considered at a closed meeting. If any meeting is closed pursuant to the exclusions contained in Subsection H of NMSA 1978, Section 10-15-1, and such closure:
 - a. If made in an open meeting, shall be approved by a majority vote of the quorum of the City Council and the specific statutory or other authority for such closure, and the subject to discussed, shall be stated with reasonable specificity in the motion calling for the vote on a closed meeting, and such vote shall be taken in an open meeting and the vote of each Councilor shall be recorded in the minutes;
 - b. If called when the City Council is not in an open meeting, such closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and stating with reasonable specificity the subject to be discussed, is given to the general public.

Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting, if the closed meeting was separately scheduled, shall

state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

Except as provided in Section 10-15-1 (H) of the Open Meetings Act, any action taken as a result of discussions in the closed meeting shall be made by vote of the City Council in an open public meeting.

5. **Special Meetings** Special meetings may be called by the Mayor or a majority of the members of the City Council upon three (3) days notice by publication or posting. The notice shall include the subject matter to be discussed. The agenda for the meeting will be available twenty-four (24) hours prior to the meeting.

6. The regularly scheduled meetings of the City Council will be held at **5:30 p.m. on the 3rd Wednesday of each month in the Council Chambers at 409 West Wabash Street, Lordsburg, New Mexico**. In the event that the regular meeting date falls on a legal holiday, the City Council shall designate an alternate meeting date and/or change the meeting date and/or time to be published or posted as provided in this Resolution. In the event that a regular meeting of the City Council is changed to a different location, advance notice of the meeting shall be published or posted as provided in the Resolution.

7. The notice requirements of Sections 1, 2, 3, 4, 5, and 6 of this Resolution are complied with if notice of the date, time, and place of any regular or special meeting are published or posted. Additionally, the notice shall contain information on how the public may obtain a copy of the agenda, said agenda to be available at least seventy-two (72) hours prior to the meeting. "Publish" means printing in a newspaper that is of general circulation within the municipality. If such newspaper is a non-daily paper which will not be circulated to the public in time to meet publication requirements, "publish" shall mean posting in five places within the municipality, and one of the public places where posting shall be made is the Office of the Municipal Clerk, who shall maintain the posting for public inspection within the time limits specified. The five places notice shall be posted are:

- The Office of the City Clerk
- United States Post Office
- Hidalgo County Courthouse
- Western Bank of Lordsburg
- Social Media
- City of Lordsburg Website - cityoflordsburg.com

8. Pursuant to NMSA 1978, Section 10-15-1, a council member may participate in any open meeting called to take formal action by means of a conference telephone or other similar communications equipment. When it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

a). In the event it becomes necessary in order to achieve a quorum for a City Council meeting, a member of the Council who is not available to be present at the meeting shall be permitted to appear by telephone conference with compliance of all safeguards provided herein.

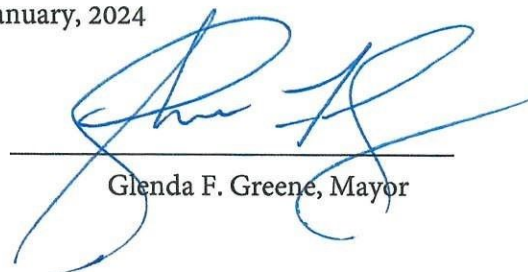
9. The City Council hereby authorizes the publication of the schedule of the regular meetings once or twice if required as a legal advertisement in a newspaper of general circulation in the City of Lordsburg.

10. In addition to the information specified above, all notices shall include the following language:

“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 at 575-542-3421 at least one (1) week prior to the meeting or as soon as possible. Public documents, including agendas and minutes, can be provided in various accessible formats. Please contact the City Clerk at 575-542-3421 if a summary or other type of accessible format is needed.”

11. Notwithstanding any other provision of this Resolution, meeting locations, in-person meeting, posting requirements and any other deviation made necessary or advisable by any public health emergency or conditions, may be made while taking into account guidance provided by the New Mexico Attorney General’s Office for Public Meetings during public health emergencies.

DONE AND PASSED this 17th day of January, 2024



Glenda F. Greene, Mayor



Linda S. Farnsworth

Linda S. Farnsworth , City Clerk

**RESOLUTION
NO.
2024-02
HOLIDAY
SCHEDULE
2024**

Resolution No. 2024-02
City of Lordsburg
2024 Holiday Schedule

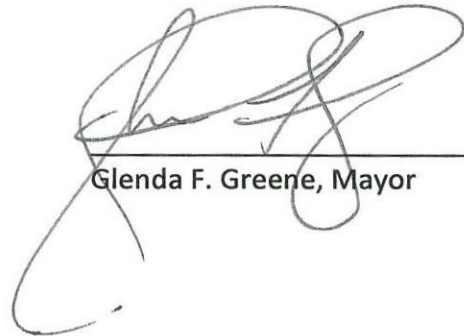
Whereas, the Governing Body of the City of Lordsburg, New Mexico have set the following dates for authorized **Holidays** for the calendar year 2024 and New Year's Day 2025:

Martin Luther King, Jr. Day	Will be observed	Monday, January 15, 2024
President's Day	Will be observed	Monday, February 19, 2024
Memorial Day	Will be observed	Monday, May 27, 2024
Juneteenth Day	Will be observed	Wednesday, June 19, 2024
Independence Day	Will be observed	Thursday, July 4, 2024
Labor Day	Will be observed	Monday, September 2, 2024
Indigenous Peoples Day	Will be observed	Monday, October 14, 2024
Veteran's Day	Will be observed	Friday, November 29, 2024
Thanksgiving Day	Will be observed	Thursday, November 28, 2024
Christmas Eve	Will be observed	Tuesday, December 24, 2024
Christmas Day	Will be observed	Wednesday, December 25, 2024
New Year's Eve	Will be observed	Tuesday, December 31, 2024
New Year's Day	Will be observed	Wednesday, January 1, 2025

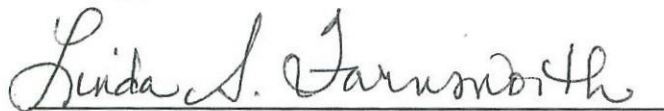
NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Lordsburg that: "All services provided by the City of Lordsburg will be closed on these days"

PASSED, APPROVED AND ADOPTED, this 17th day of January, 2024.





Glenda F. Greene, Mayor



Linda S. Farnsworth, City Clerk

RESOLUTION

NO.

2024-03

ADOPTION

REQUIRED

CDBG CERTIFICATES

AND

COMMITMENTS

Grantee Name: City of Lordsburg

CDBG Project Number: 22-C-RS-1-04-A-03

RESOLUTION No. 2024-03
Adoption of Required
Community Development Block Grant (CDBG)
Certification and Commitments

WHEREAS, municipalities, counties or other entities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations, and

WHEREAS, the City of Lordsburg (hereinafter referred to as the Grantee) wishes to ensure compliance with federal regulations by adopting the following required certifications and commitments:

Citizen Participation

Certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, article 15)

Fair Housing

Certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status or national origin

Residential Anti-Displacement and Relocation Assistance

Certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity.

Section 3

Certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greater extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community. Attached is the Grantee Section 3 hiring information.

Procurement

Certifies its compliance with federal procurement code (24 CFR Part 85.36) and New Mexico Procurement Code (§13-1-120 NMSA 1978) by adopting a procurement policy For CDBG Projects

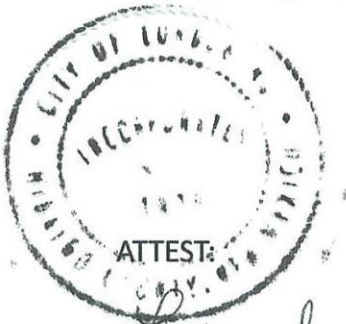
GRANTEE SECTION 3 PLAN CHART

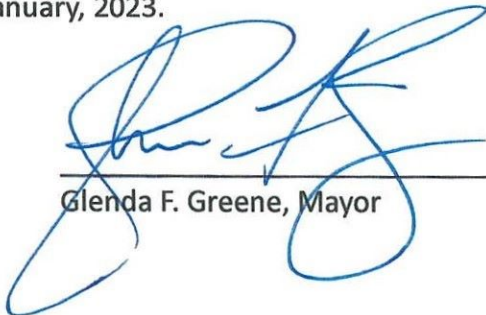
- Chart for Section 3 **MUST** be filled out for job classifications that result From this CDBG funding. If this project will not create jobs, this chart will not Be applicable. Attach additional job classifications as necessary

City of Lordsburg _____ ANTICIPATED/ACTUAL HIRES				2024 HIRING YEAR
PLANNED			ACTUAL	
Job Classification	# of Positions to be filled	# of Positions to be filled by lower income City of Lordsburg residents	# of Positions to be filled	Positions filled by lower income City of Lordsburg residents

NOW, THEREFORE, BE IT RESOLVED, that the Grantee adopts the above CDBG Certification through the term of the CDBG Grant agreement with the Department of Finance and Administration, as amended, if applicable.

PASSED, APPROVED, SIGNED AND ADOPTED at a duly called and convened Regular meeting of the governing body on the 17th day of January, 2023.





Glenda F. Greene, Mayor



Linda S. Farnsworth, City Clerk

**RESOLUTION
NO.
2024-04**

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

RESOLUTION NO. 2024-04

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

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

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

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of a Pumper Truck ("Project") for the benefit of the Governmental Unit and its citizens; and

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

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

Section 1. That all actions previously taken by the Governing Body and the Governmental Unit and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.


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

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

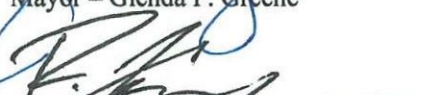
Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

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

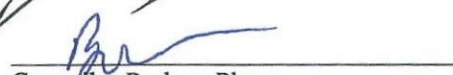
PASSED, APPROVED, and ADOPTED by the Governing Body of the City of Lordsburg at its meeting of January 17, 2024.



Mayor – Glenda F. Greene



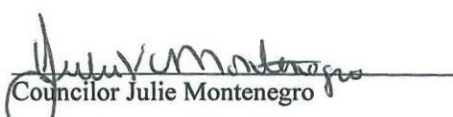
Councilor Sean Lindsey




Councilor Rodney Plowman



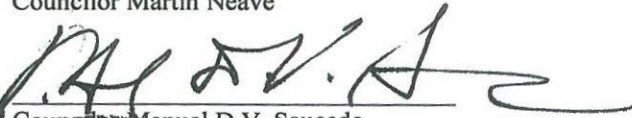
Councilor Irene Galvan



Councilor Julie Montenegro




Councilor Martin Neave



Councilor Manuel D.V. Saucedo





Linda S. Farnsworth – City Clerk

RESOLUTION

NO.

2023-19

AMENDED

FEE SCHEDULE

**City of Lordsburg
Resolution No. 2023-19 Amended**

A Resolution of Rate Fee Schedule

WHEREAS, The City Council of the City of Lordsburg has a policy concerning Fee Schedules; and

WHEREAS, the policy needs to be updated to be applicable to today's use, and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Lordsburg, New Mexico, that the City Council adopts the revised and updated Rate Fee Schedule.

PASSED, ADOPTED AND APPROVED this 17th day of January, 2024.



Linda S. Farnsworth

Linda S. Farnsworth, City Clerk

Glenda F. Greene

Glenda F. Greene, Mayor

REVISED AND UPDATED

Fee Schedule

Office-

- Copies (per page) .50 black and white \$1.00 color
- Fax (per page) .50

Rentals-

- Civic Center (per hour) \$100.00 deposit \$50.00
- Special Events Center (per hour) \$100.00 deposit \$50.00
- Pool (Min. 2hrs) \$100.00 (-50 people) \$150.00 (50+ people)
- Airport Hanger (per month) \$150.00

Cemetery-

- Weekday Burial (incl. plot, opening/closing of grave) \$700.00
- Saturday Burial (incl. plot, opening/closing of grave) \$1,000.00
- Infant Burial (incl. plot, opening/closing of grave) \$1,000.00
- Interment of Cremains (incl. plot, opening/closing of grave) \$900.00
- Disinterment (reopening of grave, does not include state or funeral director fees) \$1,000.00

Permits and Licenses

- Building Permit- Residential \$500.00
- Developmental Permit-Residential \$35.00
- Building Permit-Commercial 1 \$2,500.00
- Developmental Permit- Commercial 1 \$150.00
- Building Permit-Commercial 2 \$5,000.00
- Developmental Permit-Commercial 2 \$300.00
- Peddlers License (daily) \$25.00
- Business License (yearly) \$75.00
- Liquor license (yearly) \$500.00
- Zoning Change \$100.00
- Zoning Variance \$100.00

Animal Control-

- Impound fee 1st offense \$35.00
- Impound fee 2nd offense \$50.00
- Impound fee 3rd offense \$75.00
- Impound fee 4th + offense \$100.00
- 10 Day Quarantine fee \$200.00
- Dog/puppy surrender (per animal) \$50.00
- Cat/kitten surrender (per animal) \$35.00

Additional Services

- Transfer station (small truck) \$25.00
- Transfer station (per ton) \$50.00
- Abandoned Buildings (increases \$100 per year) \$300.00/ first year

'ATTACHMENT'

Resolution 2023-19

City of Lordsburg Resolution No. 2023-19

A RESOLUTION OF RATE FEE SCHEDULE


WHEREAS, the City Council of the City of Lordsburg, New Mexico meeting in regular session on the 21ST day of June 2023 requests the following Rate Fee Schedule for the City of Lordsburg;

WHEREAS, the City of Lordsburg rate fee schedule includes, all office requests, rental, cemetery, permits and licenses, animal control fees, and any other services which require a fee, does not include city utilities which are formed by ordinance. The schedule is listed as follows;

"Attachment "A" Rate Fee Schedule"

NOW, THEREFORE, BE IT RESOLVED that this Resolution be conveyed by the City of Lordsburg Council and the listed fees here, that City of Lordsburg charge fees according to rate fee schedule.

Dated this 26th day of July, 2023



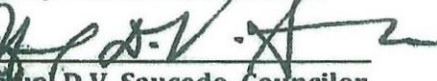
Glenda F. Greene, Mayor



Alfredo Morelos, Mayor Pro Tem



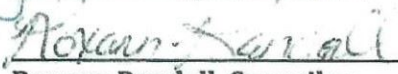
Rodney Plowman, Councilor



Manuel D.V. Saucedo, Councilor



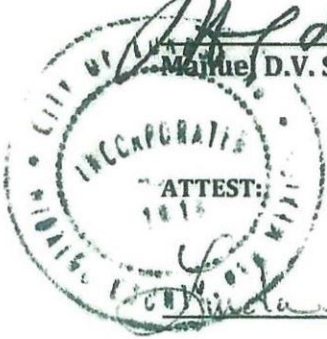
Julie Montenegro, Councilor

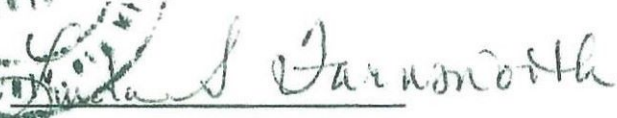


Roxann Randall, Councilor



Martin Neave, Councilor





Linda S. Farnsworth, City Clerk

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- Business License (yearly) \$75.00
- Liquor license (yearly) \$500.00

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- Impound fee 3rd offense \$75.00

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