

*Steven Green
Mayor*

*Sandra Whitehead
Mayor Pro-Tem*

*Kathy Clark
Commissioner*



*Rolf Hechler
Commissioner*

*Joshua Frankel
Commissioner*

*Juan A. Fuentes
City Manager*

*505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-0363
www.torcnm.org*

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, IS TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON TUESDAY, NOVEMBER 15, 2016; TO START AT 6:00 P.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

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

D. RESPONSE TO PUBLIC COMMENTS

E. PRESENTATIONS

1. Presentation of a Proclamation for Small Business Saturday on Saturday November 26, 2016. Steve Green, Mayor
2. Presentation of a Certificate of Appreciation to Bob Hupp. Steve Green, Mayor

F. CONSENT CALENDAR

1. City Commission Regular Minutes, October 25, 2016
2. Accounts Payable, October, 2016
3. First Quarter Lodger's Tax Reports, FY 2016-2017

G. PUBLIC HEARINGS

1. Public Hearing for the Approval of a Small Brewers License w/Patio Service, Application #1015754 for the Truth or Consequences Brewing Company located at 410 Broadway. Renee Cantin, Clerk-Treasurer

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 14 16/17 Budget Adjustment. Melissa Torres, Finance Director
2. Discussion/Action: Resolution No. 15 16/17 declaring 1308 Tin St. as an unsafe property. Robbie Travis, Building Inspector
3. Discussion/Action: Resolution No. 19 16/17 declaring 612 E. 2nd St. as an unsafe property. Robbie Travis, Building Inspector
4. Discussion/Action: Resolution No. 16 16/17 approving a grant with the New Mexico Finance Authority (NMFA) for the Water Conservation Plan; the Planning Grant Agreement; and Certificate of Grantee. Traci Burnette, Grant/Projects Coordinator
5. Discussion/Action: Resolution No. 18 16/17 authorizing the submission of a Loan Application to Rural Community Assistance Corporation (RCAC) for Interim Financing for Wastewater Treatment Plant Phase 2B and Lift Station Improvements. Traci Burnette, Grant/Projects Coordinator

I. NEW BUSINESS

1. Discussion/Action: Approval a Small Brewers License w/Patio Service, Application #1015754 for the Truth or Consequences Brewing Company located at 410 Broadway. Renee Cantin, City Clerk-Treasurer
2. Discussion/Action: ITB: 16-17-002 –Re-bid Award to Construct Aviation Fuel Farm. Pat Wood, CPO
3. Discussion/Action: Requesting information from the County Assessor's Office pertaining to buildings located in the MainStreet District of Truth or Consequences. Steve Green, Mayor

J. REPORTS

1. City Manager
2. City Commission

K. ADJOURNMENT

NEXT CITY COMMISSION MEETING DECEMBER 13, 2016 at 9:00 a.m.



E.1

CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

Presentation of a Proclamation for Small Business Saturday on Saturday November 26, 2016.

BACKGROUND:

First observed in Roslindale Village, Massachusetts on November 27, 2010, it is a counterpart to Black Friday and Cyber Monday, which feature big box retail and e-commerce stores respectively. By contrast, Small Business Saturday encourages holiday shoppers to patronize brick and mortar businesses that are small and local. *Small Business Saturday* is a registered trademark of American Express Corporation.

STAFF RECOMMENDATION:

None. Presentation Only.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 11/15/2016

Proclamation

City of Truth or Consequences, New Mexico

Whereas, the City of Truth or Consequences, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 27.9 million small businesses in the United States, they represent 99.7 percent of American employer firms, create more than two-thirds of the net new jobs, and generate 46 percent of private gross domestic product, as well as 54 percent of all US sales; and

Whereas, small businesses employ over 55 percent of the working population in the United States; and

Whereas, 89 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and

Whereas, 87 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and

Whereas, 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and

Whereas, the City of Truth or Consequences supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

Whereas, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

Whereas, the Chamber of Commerce of Truth or Consequences and Sierra County and MainStreet Truth or Consequences are working together to promote Small Business Saturday in Truth or Consequences and Sierra County.

Now, Therefore, I, Steve Green, Mayor of Truth or Consequences do hereby proclaim, November 26, 2016, as:

Small Business Saturday

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.



Steven Green, Mayor

Reneé L. Cantin, CMC, Clerk-Treasurer



E.2

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

ITEM:

Presentation of a Certificate of Appreciation to Bob Hupp.

BACKGROUND:

Mayor Green will present a Certificate of Appreciate to Bob Hupp. He will also be retiring this week after working for the city for 10 Years.

STAFF RECOMMENDATION:

None. Presentation Only.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 11/15/2016



F.1

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

ITEM:

Approve the minutes of the City Commission Meeting for October 25, 2016.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 11/15/2016

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
TUESDAY, OCTOBER 25, 2016

A. CALL TO ORDER

The meeting was called to order by Mayor Steve Green at 9:00 a.m., who presided and Renee Cantin, City Clerk-Treasurer, acted as Secretary of the meeting.

B. INTRODUCTION

1. ROLL CALL

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

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

Also Present: Juan Fuentes, City Manager
Renee Cantin, City Clerk-Treasurer

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

2. SILENT MEDITATION

Mayor Green asked Mayor Pro-Tem Whitehead to lead us in the Silent Meditation. Mayor Pro-Tem Whitehead recognized a very prominent member of our community, Ken James who passed away on September 21st, 2016. She read a history of his life including starting the Senior Lunch Program, and later the Meals on Wheels Program. He was instrumental in getting the Old School where the SJOA is located today, he served as the Director for 29 years. On June 4, 2003 the School was officially renamed the Kenneth W. James Building. She asked that everyone please join her in 15 seconds of Silent Meditation in memory of Kenneth James.

Commissioner Clark added that was well said and he was a great man. Mayor Pro-Tem Whitehead agreed he was, and he was known as Mr. T or C.

3. PLEDGE OF ALLEGIANCE

Mayor Green called for Commissioner Hechler to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA

Mayor Green asked for item No. H.3 for the Resolution 14 16-17 for the Budget Adjustment to be pulled from the agenda and to note there was a typo under Item K.2 of the Executive Session to be changed from H.2 to H.8.

Mayor Pro-Tem Whitehead moved to approve the agenda pulling item H.3 Resolution 14 16/17 for the Budget Adjustment and correcting the Executive Session from H.2 to H.8. Commissioner Clark seconded the motion. Motion carried unanimously.

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

Mayor Green called for Public Comment, noting those wishing to comment would get three minutes, may only approach the podium once, and any material for the Commission was to be left in the black box by the podium.

Ron Fenn addressed the Commission related to:

1) This is really a small matter but it's important in its effect on this city. At the last meeting we paraded out the Sanitation Department and handed out awards based on what Mayor Green said was a National Award. Well you were wrong Sir. This award was given to one of two nominees at a Regional Conference. It's not even an award listed on the SWANA Awards list. And the nomination was made by Mike Kreepo who was the head of the Engineering Firm that build our trash plant on our Water Well Field. The President of the New Mexico Roadrunner Chapter of SWANA is none other than one of the Directors of Gordon Environmental who is one of the sponsors of the organization. So in effect, it was based on their construction plan, their siting and everything of this trash plan. It had nothing whatsoever to do with the 10, 11, or 12 people that were standing there. Mr. Avelar at the time was just a worker, he had nothing to do with the project for which the award was made. And if anyone had checked, they would have found out you could just put this thing in a drawer somewhere instead of making a fanfare out of it and making a fool of the city. This is the kind of thing he finds unbelievable in a city with supposedly intelligent people running it, that no one checks the facts. They accept everything that looks good, and a little fluff piece that makes you all look good, and at the same time, you're making a fool of us. This is the worst Sanitation Department in the State of New Mexico. In its operations, its cost to the people, in what it doesn't do for the people any longer, thanks to Mr. Fuentes and you praise it. Think about it next time.

Sophia Peron addressed the Commission related to:

1) She has not been here since the meeting of the 27th when they spoke about the Office of the State Auditor citing us for four problem deals that were done without public input. Now today on KOBTV, they did a great story about us and now the Tourism Department can add that to earned advertising that's free. Another wonderful story about T or C and why we should move here. At the last meeting when we read the problem with the City's appraisal, they weren't appraisals of the property. They were values of leases. The Mayor took it upon himself to call the County Appraiser and asked him to devalue our public property by a Million Dollars. He argued that our Lee Belle Johnson center is worth less without the condemned Youth Center and without the

brand new \$350,000 park. That devalues all of our property, our bonding, our net worth. This town does everything it can to ruin our property values, and everything else around them. Our properties, we have to walk away from or drive away from them when we go to Vista Memory Gardens. We have to give it back to the city because our City Building Inspector has 81 cases in three years. He is doing nothing, all of those cases are opened and not even resolved. She can tell you that the city stinks and shows for it. People are running away and no one is coming here. She was just up North, and if you don't start distributing our Tourism information, and all of this stuff you put out touting Sierra County and our city. You don't pay someone and not have Steve Green pulling it out of his trunk once in a while. Nobody knows about T or C. I was in Los Alamos, Taos, everywhere. Linda DeMarino walking around the Santa Fe Plaza handing out business cards, don't cut it. And we can see failed, failed, parties and junk that we are paying for like \$35,000/year to MainStreet. Start worrying about the State Auditor and giving away our property and lowering our property values till they're zero. Thanks a lot.

Linda DeMarino, MainStreet Truth or Consequences addressed the Commission related to:

1) Thanked the Commission for doing this job. She knows it's not always easy. But she appreciates the Commission and so does the MainStreet board.

2) They have been getting a great response on the Healing Waters Plaza. They have been working on the bricks and families, couples and people have been coming and enjoying it in the afternoon. She encouraged them if they have time to just come sit there and enjoy it. It's nice to see all of the hard work and money that has been put forth is really paying off. If you're interested in buying a brick, MainStreet has bricks on sale again. Order Forms will be at the Clerk's office and online at www.torcmainstreet.org

3) Upcoming Events. Halloween changes & Festivities. They are excited to announce the additions to this year's festivities. We'll have a bunch of family activities around the new Healing Waters Plaza, on Halloween night, October 31st starting at 5:00 p.m. there will be a costume contest, a pumpkin carving contest, pet costume contest, carnival games, and a Monster Mash Street Dance. Also a Shop with a Cop Fundraiser, BBQ around the Healing Waters Plaza. Trick or treating starts at 6:00 p.m. which will give families time to go home and eat and come with your kids. Haunted House fundraiser Friday, Saturday from 7:00 p.m. to 10:00 p.m., then on Monday from 6:00 p.m. to 9:00 p.m. at the Boys & Girls Club. They are excited about the changes that have been made this year and they are also looking for volunteers,

George Szigeti addressed the Commission related to:

1) We heard a lot about the leases the last couple of months. And yes, indeed, the city stepped on its toes and did not do an appraisal and decided to save the city a few bucks, and thus walked down the wrong path to do these leases. Now, let's say we had gone out and gotten the appraisals, and followed the ordinance procedure to do these leases, what would have changed? Would any of the Commissioners have changed their votes? Would it have affected the monetary value of these leases, at all? No, we'd be sitting right where we are now, the same leases, to the same people, under the same terms. Accept, we would have followed the procedure that would have been

approved by the State Auditor. Now there's talk about fraud and criminal actions and all of that, when all we had was a simple procedural error. In order for it to be any kind of criminal connection, you would have to prove that going by procedures the city took, actually made a difference. But it wouldn't have. None of the Commissioners would have done anything different, other than approve it by ordinance. So the whole thing is an ant hill that's been blown into a mountain.

D. RESPONSE TO PUBLIC COMMENTS

Commissioner Clark knows the MainStreet has taken over the Halloween project and she appreciates that. She has been part of the event for 17 years and having had Broadway closed off, being a business owner she knows how many people come through there. Last year there were 2,000 that went into her business. She had a meeting with Police Chief Alirez. She asked Police Chief Alirez to speak on the traffic issues and the plan they have in place. Her preference is to have the Sentinel put some notes into the paper that a lot of things have changed and to please ask parents to be particularly careful with their kids on Halloween Night. Police Chief Alirez announced they have a plan in place to slow down and mitigate some of the traffic and they will be out there in force to ensure the safety of our public.

Mayor Green responded to Ms. Peron, who indicated that he had the Assessor's Office change the value of the public's personal public property in this community. Ms. Peron is ill-informed. What he did do is when they got a letter from the state Auditor, in one of the buildings they talked about, was where we moved the Building Inspector and Manager Fuentes' office. The old Police Office on McAdoo St. It was valued at \$1.7 or \$1.5 million dollars. He just couldn't get his arms around those numbers. He knew it was not valued and worth that type of money. He spoke to Virginia Womack who's title is Appraiser #1. He said he thought these numbers were wrong and asked her to check them for him. And over the phone, she went on to the computer and she told me that number encompasses a lot of other lots and land the city owned. The true value of that building was \$169,000 and when the city moved into it and spent some money upgrading it, they revalued it at \$174,000. He would never ever put the citizen's property or the value of your property in jeopardy, just to win on an item. Just to say, I win, and you lose. That is not what he is about in his service to this community for 15 years. He resents an implication that is not built on fact but conjecture that is laid on his doorstep. He will take responsibility when he messes up because he is human. But he will not take responsibility on someone else's prefabrication.

Commissioner Clark said in his defense, she did some research on those properties and three properties were involved in one of the figures and there were eleven involved in the second figure. And she feels it's unfair for him to be challenged on something directly. Mayor Green appreciates that and it's the public's opportunity, and he respects that. But he doesn't respect misinformation.

E. PRESENTATIONS

1. Presentation of the Chief's Commendations to Dispatchers and Officers.
Lee Alirez, Police Chief

Chief Alirez made the presentation to Dispatchers: Curtis Cherry, Michelle Howard & Candy Torres. Unfortunately, Lakin Yaw and Kaylie Lundsford were not able to be here. He also presented Chief's Commendations to Officer Anthony Zagorski, State Police Officer Ray James, Sierra County Sheriff's Deputy Brandon Torres. Deputy Jose Manuel Marin could not be here today. The teamwork was proven from the three separate agencies on that day. On behalf of the Truth or Consequences Police Department he commends their professionalism and actions. He thanked them for their dedicated service.

F. CONSENT CALENDAR

1. City Commission Regular Minutes, October 11, 2016
2. Public Arts Advisory Board Minutes, August 15, 2016
3. First Quarter Subrecipient Reports, FY 2016/17 and Quarter Reports for TBA-BB for 2015/16 Extended Contract

Mayor Pro-Tem Whitehead moved to approve the consent calendar including the City Commission Regular Minutes for October 11, 2016; Public Arts Advisory Board Minutes, for August 15, 2016; and the First Quarter Subrecipient Reports, FY 2016/17 and Quarter Reports for TBA-BB for 2015/16 Extended Contract. Commissioner Hechler seconded the motion. Motion carried unanimously.

G. PUBLIC HEARINGS

2. Public Hearing: Final Adoption of Ordinance No. 674 2016/2017 change proposed by the Public Utility Advisory Board for Discounted Utility Rates for large businesses. Renee Cantin, City Clerk-Treasurer

City Clerk Cantin notified the Commission, the ordinance was brought to them on August 23rd and the Commission approved it for publication at the September 27th meeting. The ordinance was published on September 30th and we have met that deadline. To date, we have received no additional comments. We are here to answer any questions you may have for this public hearing.

Chairman Szigeti added this is meant to be a tool to attract new businesses and he hopes we have the opportunity to use it. We've gone over it several times and we feel it's a fair and equitable proposal. He will leave the rest in their hands.

With no further comments Mayor Green closed this portion of the public hearing.

H. ORDINANCES, RESOLUTION, & ZONING

1. Discussion/Action: Final Adoption of Ordinance No. 674 2016/2017 change proposed by the Public Utility Advisory Board for Discounted Utility Rates for large businesses. Renee Cantin, City Clerk-Treasurer

City Clerk Cantin let them know staff is recommending final adoption of this ordinance.

Commissioner Clark wanted to thank Mr. Szigeti and Mr. Dornbush from the PUAB Board in our audience today for your help in putting this together.

Mayor Green said they have put together a list of 119 companies, they feel they can contact to consider coming to Truth or Consequences.

Commissioner Frankel moved to approve the Final Adoption of Ordinance No. 674 2016/2017 for Discounted Utility Rates for large businesses. Mayor Pro-Tem Whitehead seconded the motion. Roll call vote was taken by the Clerk. Motion carried unanimously.

2. Discussion/Action: Resolution No. 13 16/17 declaring nonessential surplus property. Renee Cantin, City Clerk-Treasurer

City Clerk Cantin said you have before you the next resolution for surplus property for the November 12th Auction. The publication has already been sent to meet the deadlines for this sale.

Mayor Pro-Tem Whitehead moved to approve Resolution No. 13 16/17 declaring nonessential surplus property to be auctioned on November 12, 2016. Commissioner Clark seconded the motion. Roll call vote was taken by the Clerk. Motion carried unanimously.

3. Discussion/Action: Resolution No. 14 16/17 Budget Adjustment. Melissa Torres, Finance Director

Item was removed from the agenda.

4. Discussion/Action: Resolution No. 15 16/17 finding the property at 1308 Tin St. to be a dangerous and unsafe structure and authorizing demolition. Robbie Travis, Building Inspector

Building Inspector Travis stated this property is at 1308 Tin and we have been dealing with it for years. We find the property to be a dangerous and unsafe structure. It has been vacant for many years and the owners have not been able to keep it up to code or maintained. The neighbors have been complaining about rodents and infestation for many years. We have sent many letters over the years with no response. They do sign the letters, but never respond or call or come in. He has tried to find their number through the utility company, their home number is disconnected. He hasn't been able to get a cell number. He did find one of the people on the title who works at a Utility Company in Elephant Butte, with no success. We have in the packet the letter of notice, mailing receipts, the Resolution, and pictures of the property. Staff recommends to approve this resolution. Hopefully within the time, we can get them to respond to get something moving. We have not been able to get their attention. He stands for any questions.

Mayor Pro-Tem Whitehead asked if we approve this today will the residents still have time to respond before we actually do anything to the property. Building Inspector Travis responded they will have ten days to respond. We will send the resolution to

them, and post it, and publish it. They have ten days from that point to come back to the Commission and give a reason why we should not condemn the property.

Commissioner Clark asked if they are current on their property taxes. Building Inspector Travis did not check that, but he believes they are because we receive a list and they are not on there. They own several properties in town and they pay the taxes on them, they just don't maintain them.

Commissioner Hechler asked if he reached out to any of the family members. He has contact information for one of them that may be related to provide another lead. He asked if Mr. Travis has reached out to anyone who may be relatives to the property. Building Inspector Travis said we only do what it on the property record at the county office. Every time they signed the letter that they did receive it. He did try to get ahold of a granddaughter who is handling it, to work with her and see what their intentions were with the property, but he has not been successful.

Mayor Green asked what we are talking about dollar wise if they don't respond after ten days. He assumes that triggers the next step in the process. What are we talking about that the city will have invested in this piece of property? Building Inspector Travis guessed it might be \$3,000-\$5,000 to demo the property. We might be able to go in and clean the property and leave it that way until we want to do something with it. But if we were to demolish it, he would say between \$3,000-\$5,000. Mayor Green asked if we seal it up would it help with the infestation problem. Building Inspector Travis said it might. We try to work with people and the last thing we want to do is take somebody's property or tear it down. But if we don't have any response, we have no other choice. Mayor Green asked if there is no response does this vote trigger the next step or will it come back to the Commission. Building Inspector Travis said our resolution is worded where it will give staff the authority to go ahead and proceed with it through the City Manager.

Mayor Green moved to approve Resolution No. 15 16/17 finding the property at 1308 Tin St. to be a dangerous and unsafe structure and authorizing demolition after a process of procedures are followed. Mayor Pro-Tem Whitehead seconded the motion.

Discussion was held: Commissioner Clark really appreciates how hard Building Inspector Travis tries to work with people, but Commissioner Hechler has put a question mark in her head that says there might be another contact. She would like to suggest Building Inspector Travis explore the other contact before we continue on a demolition process.

Roll call vote was taken by the Clerk. Motion failed by a vote of 1-4-0. Mayor Green, Mayor Pro-Tem Whitehead, Commissioner Clark, and Commissioner Frankel voted nay.

Mayor Green asked Building Inspector Travis to put this on the next agenda if there is not response from the other party.

1. NEW BUSINESS

1. Discussion/Action: Appointment of Juliet Sullivan and Bill Loomis as the two City Representatives to the SJOA Advisory Board. Renee Cantin, City Clerk-Treasurer

City Clerk Cantin notified the Commission we did receive word that John Wheeler has resigned from the SJOA Board a couple of months ago, we advertised that position and had no responses. They came to us at a previous meeting to let us know about another vacancy. We published again for the two vacancies and attached you have the two applications for the two positions. One of the applicants are here if you have any questions. She added because of the announcement made at a previous meeting, you can tell both applicants are well qualified and we recommend appointing them to fill these positions.

Mayor Green thanked Ms. Sullivan and Mr. Loomis for volunteering. We appreciate the energy, effort, and time that is devoted to volunteering and he is very comfortable with supporting their appointment. Ms. Sullivan thanked them for allowing her to be a part of it.

Sue Penner, SJOA Finance Director notified them this is not the Advisory Board, this is the SJOA Board of Directors, it is not an advisory board. That is a separate thing we have. They appoint those from within. And they approve of both applicants.

Mayor Pro-Tem Whitehead moved to approve the appointment of Juliet Sullivan and Bill Loomis as the two City Representatives to the SJOA Board of Directors. Commissioner Clark seconded the motion. Discussion was held: Commissioner Clark made a couple phone calls and her concern with a board is that they can work together one, and whether administration can work with them. Sue answered her question and SJOA is approving the appointment of these two and she approves. Commissioner Hechler has had favorable past experiences with both. **Motion carried unanimously.**

2. Discussion/Action: Animal Shelter Selection of ESA Construction Inc. Lee Alirez, Police Chief

Police Chief Alirez said this shelter has been in process for the last 18 months. From site location, architectural design, and engineering plans. Once the plans were adopted the tedious task of selecting a contractor began for the City of Truth or Consequences Animal Shelter. Three (3) C.E.S. registered General Contracting firms were selected and interviewed by Truth or Consequences City Staff along with NCA Architect(s). The three firms selected to interview for the project were; SmithCo Construction, Mick Rich Contractors Inc. and ESA Construction Inc. After careful consideration, the final selection was ESA Construction Inc. for their expertise in the construction of this type of project. He asked Dave Puritz to come forward to explain more of how this process took place. And to answer some questions as to why it was selected in this manner.

Mr. Puritz gave a little background on this project. We chose to go through ESA Construction rather than doing a hard bid on the project. And we did that because of the built in complexity of the project. We feel if we had bid it out and a questionably qualified contractor had been the low bidder on the project, then it could impose some problems too everyone in the process. CES prescreens contractors, through quite a lengthy process and it's a good way to know that the contractor you select, is a qualified contractor. We did hear from three contractors and we agreed that ESA Construction, Inc was probably the most qualified to do this project. Specifically because they just completed an Animal Shelter project. Our building is a pre-engineered metal building and the project they just completed was also a pre-engineered metal building. They seemed very responsive to our questions, and very easy to work with. Should we approve their selection today, they would start generating a cost for the project based on all of the subcontractors involved. They expressed interest in using as many local contractors as they can. And if the cost was above our budget, they would work with us to bring it within our budget. He believes we are not committed to go with this until they provide us a cost we are comfortable with. This is just to approve the contractor we will work with.

Commissioner Frankel said in the process of selecting a contractor, he is familiar with Smithco being a local company. He asked where the other two companies are from. Mr. Puritz responded both Mick Rich and ESA are from Albuquerque he believes. Commissioner Frankel asked if there was any consideration for local contractor's during the process. Mr. Puritz said that was an issue that did come up. He doesn't want to speak for the other people on the committee, but he thinks the fact that ESA had just completed virtually the same project, it's not like building an office building. We've got trench drains that have to be installed correctly and complexity with the dog runs and things like that which you might not ever do, if you do standard construction. That was an issue for sure in terms of local hiring.

Commissioner Hechler asked where this other facility was constructed and if the Chief has seen it. Mr. Pruitt responded he has not been to it, but they did include it in their packet they provided. It was in Dona Ana, he shared a copy of the picture that was in there packet.

Mayor Green asked if we had some past history with ESA. City Manager Juan Fuentes responded we used them for the Solid Waste Center. Mayor Green asked if the Dona Ana project came in on budget and if not, how many change orders, and how many dollars were they over.

Mr. Puritz responded there are two things that drive change orders. One is the set of construction drawings are not very good and you leave yourself open to unclear items they can say, they did not bid on. And the other piece is an unforeseen site conditions. Like when you run into Gypsum or some other kind of dirt. Working in the CES format that we've chosen to use, the contractor isn't hard bidding the project so we are going to work with them in this project. Typically if they bid a project and see that the case work isn't clearly identified, they might throw a low number at that casework and have to come back and ask for a change order. Here there is no casework to low bid anything.

They get the same amount of overhead and profit on everything whether there's a change order or not. He believes this will reduce the change orders on the project. We think we've done well with our plans and will do our very best to minimize them.

Mayor Green asked if he is the oversight for the job or the straw boss so to speak. Mr. Puritz responded yes they will go through each line item for costs with them and keep an eye out for savings. They will be involved during construction and coming down once a week depending on how often it's required. They are here for the long haul.

Commissioner Clark said we are looking at 4,749 square feet of that facility that was built for 24 animals for approximately \$818,000. She has a couple of questions about that. One is she's been banned from the animal shelter here because she adopts everything she sees. But with that being said she is trying to remember how many indoors and outdoors we have. If we are looking at the \$818,000, then what on top of that are we looking at. She is asking how many animals it will be built for and will it be the same size or if there are add-ons.

Police Chief Alirez said in comparison to Dona Ana, ours is going to be set up for 36 animals. We have maximized the use of space we have. Over the past 18 months, he can't tell you how many meetings we have had. Our total budget is \$465,000, we have \$451,000 in Capital Outlay monies so we are really close here. We've even gone to the size of our dog runs which are actually going to be larger than average. What has helped us is we had an existing structure. And we are making use of that so it can be something we are proud of. Our budget realistically is kind of the same but our needs assessment separated us as far as numbers. He has to give credit to the advisory committee who has really generated and pushed a lot of this along. We wouldn't have made it this far without all of their help.

Commissioner Clark asked how long he thinks we can have this done. Mr. Puritz responded it might be 4-8 weeks meeting with contractors and getting building permits and 3-4 months should be a realistic construction time of having it done. Commissioner Clark said that would be excellent because shipping these dogs off to Socorro can be a real problem. Police Chief Alirez said the reason for Socorro is to allow us to integrate to a system that already exists. It mirrors the culture and brand of our community. He reiterated the great involvement of the advisory committee.

Mayor Green thanked them and the Chief for the team he has surrounded himself with to get us to this point.

Commissioner Clark moved to approve ESA Construction Inc. for the Animal Shelter Project. Commissioner Frankel seconded the motion. Motion carried unanimously.

3. Discussion/Action: Regional Law Enforcement Complex. Lee Alirez, Police Chief

Police Chief Alirez stated one of the tasks aside from the Animal Shelter Project was a location for a Regional Police Facility that will maximize resources and drive down costs for Public Safety in the area. A lot of meetings have taken place on this as well. We have a great building and we are very fortunate to be able to obtain that from the National Guard and it's really an icon in the community. He didn't know Mr. Tafoya but he feels he does because he's talked to so many people in this community and learned how that building played a part in so many lives. When we started looking at it, it was more than the PD could use. We started looking at how we could regionalize this. The State Police are interested in a portion of the building, as well as, SCRDA. This presentation is to affirm whether or not our City supports SCRDA being in a portion of this building. Part of this plan was presented to that board on October 12th which included a non-participant comparative cost for a stand-alone facility. Because there was some that said SCRDA needed to be a stand-alone facility. So plans were drawn up and there is plenty of room to make it a nice facility. SCRDA would move from their approximately 1,200 sq. ft. to a 2,228 sq. ft. facility at an approximate cost of \$354,000 as compared to \$1 million cost for a stand-alone facility. When we presented the plans there was a lot of excitement in the room and it was discussed at length. Each entity was asked to go back to their board for support of SCRDA being part of this project.

Mayor Green asked if Police Chief Alirez is asking the Commission to endorse the concept of moving forward with the Safety Complex and bringing SCRDA into the fold. Obviously, the Police Department would be a prime tenant there and continuing discussions with the New Mexico State Police. Police Chief Alirez confirmed this is correct.

Commissioner Clark is sorry the Sheriff's Department cannot be part of this too, but she thinks it would be awesome to have SCRDA and the City Police in the same complex. Police Chief Alirez said there is discussion on the Sheriff's Department being involved but he didn't want to put their name on something they are not fully committed to doing. Even at the last meeting they asked what kind of space would be available for them. There will be multiuse rooms to accommodate that. State Police were very interested because there will be sleeping quarters, showers, and locker rooms. So when they bring in State Police from outside areas for high volume weekends at the lake, they will have somewhere for the officer's to come.

Commissioner Clark asked if there is enough room to have storage for the things we have had to store at the current place or will we have to build something for that. Police Chief Alirez responded we have some small storage areas, but as far as the evidence is concerned, we are in the process of disposing of evidence that should have been disposed of 20 years ago. We had evidence as far back as 1984. Depending on the nature of the evidence, there's a different process for it. So they won't be taking all of that evidence to a new facility, but they are going to have the space to accommodate that much evidence should we acquire that partnership in the building.

Mayor Green asked the Chief, if there is a holding facility in the plans. Police Chief Alirez responded yes and he showed them where it's at on the plans. However, that will be changed. He presented the place where it should be moved.

Mayor Green asked about the cost savings from shipping them to Deming. Police Chief Alirez gave an example as to that issue and how if we did not have a holding facility, they would have to be transported to the Detention Center.

Mayor Green moved to approve endorsing the concept of a multiuse complex by different agencies and to authorize staff working with the Chief to take it to the next level and bring the information back to Commission. Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

4. Discussion/Action: Request from Geronimo Springs Museum for a Letter of Support for a Grant Application through SCCOG to build scenic/nature trail on South slope of Water Tank Hill behind Museum and the use of City Property (lots) Streets to alleys for the life of the project. Geronimo Springs Museum

Mr. Ivan Padilla and Jeff Dornbush are asking for a letter of support for a Grant Application through SCCOG to build scenic/nature trail on South slope of Water Tank Hill behind Museum and the use of City Property (lots) Streets to alleys for the life of the project. No resources are required at this point. He had some pictures to pass around to the Commission.

Mayor Green asked if the nature trail will have signage or plants and what is the educational component they would like to talk about. Mr. Dornbush responded originally it was planned as a water fall in different temperate zones, and the group disbanded and donated the land to the museum. They are following through with a proposed nature trail up the side of Water Tank Hill. They are specifically looking at the native plants, lots of signage, benches, shelter, and a Handicapped toilet on top. Mayor Green is familiar with the TAP Grant because the city has one for the sidewalk where Apple Tree is connecting to Williamsburg. There is a match about 16% that can either be cash or in-kind. The total would be about \$157,000 and the match would be somewhere around the \$25,000-\$26,000. So if they were to ask you to have a certain portion of that in cash, would you have that money. Mr. Dornbush thinks they have money set aside for the grant writer, and possibly money for compensation to the city. He is not 100% sure on that. The grant writing process is ongoing and they have until November 8th to get the grant in.

Commissioner Clark was involved with that original project. She would love to see the hot water up on that trail. Does the city need to be compensated for giving access to use the property. She's not sure that's a requirement if we are just allowing egress on our property.

City Manager Fuentes responded we can research and ask Legal Counsel to see if there is a need for that. He believes that area has the Right-of-Ways even though the streets are not developed. Just like any other street, what they are proposing is from Point A to Point B through a Right-of-Way, as long as, the city maintains that, he doesn't

think it would require us to get compensation. We are not donating, not leasing, and they are not the exclusive users of that property. It would still be available to the public.

Commissioner Clark also asked about the well for the geothermal permit for the 3.2 acre feet, or something like that. Her understanding is it's on a timer because it's kind of a little faulty. Mr. Dornbush said that well is out of service at this time. Commissioner Clark continued, in this project, is there the ability in the grant to get another well built for that 3.2 acre feet. Mr. Dornbush responded the museum has banded putting a water fall because of the water issue up there and the cost. It's not a good use of water there to pump it up the hill to let it fall down and evaporate. They would just be asking for easements up Zia St. and Lincoln St up to Water Tank Hill, for the trail only.

Commissioner Hechler said this is just a letter of support which basically allows you to go after this grant. Once you do or don't get this grant, we will still have the chance to look at the parameters of this project and will be able to approve or disapprove. Or how does that part of it work? Mr. Dornbush responded he is not really clear on how to answer that question. They do hope the city will abandon those properties to the museum. They are just asking the city to allow them to trespass on the properties for the trails and the visitor's. If they do get the grant, it would be a public trail which means they would have to have access to it 24-7. Commissioner Hechler added he doesn't have a problem with approving the letter. He thinks it's appropriate to go after the grant. But he would like to see what the final outcome is going to be, to see what we are going to get. Or what the parameters of the project are going to be.

Mr. Dornbusch responded the grant is for the toilet at the top of the Hill, where the parking will be; graveling the parking facility; ¾ mile of the trail; a 40 ft. metal building with tables at the top; and there is a talk of an amphitheater but that is not included right now. Now they are just trying to get the grant for the trails and the facilities.

City Manager Fuentes said with some of these projects, they need a letter of support to apply. If they are successful in obtaining the grant they will be developing the extra plans of where the trail is going to go and how it's going to look. At that point we will need to solidify the agreement which will come back to the Commission with a more detailed plan, with a layout and design.

Mayor Green added once a grant application process is closed; the applicants will present before the Regional Planning Organization which is a subset of the SCCOG. And that board is made up of representatives from T or C; Williamsburg; Elephant Butte; and the County with NMDOT in attendance. And that board would recommend if any applicant should be funded and how much depending on how many applications there are. Then it would come back to the Commission for a vote.

Commissioner Clark moved to approve a letter of support. Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

5. Discussion/Action: Quarterly Report for DFA. Melissa Torres, Finance Director

Finance Director Torres gave her presentation which will be included with the agenda packet. She asked them to please note that monthly and quarterly reports can help you to manage current operating and personnel budgets and with preparing future budgets. It can provide an early warning system to accounts that are running higher or lower than expected. Overall, she highlighted any budgets that are over the 25%. The overall budget is at 24.57% of the revenues. The area of Special Revenue is at the 41.53% which is due to receiving grant money. The Electric; Water; Wastewater; and Solid Waste are all over the 25% in revenues, because of us sending out billing and collecting billing revenue. We also started our Red Tags within this first quarter which made them come in and pay their bills. We have quite a few customers with six months to a year who haven't paid their bills. On the Expense side, all of the departments saw a 1% increase across the board on benefits. On the Joint Utilities, we had a miscellaneous where we paid our bank fees, credit card fees, and overdrafts of our ACH, so that goes hand in hand with collecting more revenue. We are also having to pay our NSF's or direct payments not being collected that come back returned. She reviewed each of the Enterprise funds and their Capital Projects that have been expended and the YTD Budget to Actual comparison on page one of the presentation.

Finance Director Torres continued with page two of the presentation on the General Fund Revenues. She wanted the Commission to take note of the Tax Receipts which have gone up due to our GRT Revenue for the Veterans Home construction; and the Federal Grant Loans fourth quarter revenue was received for this first quarter. She went on to the General Fund Breakdown page where she explained the Fire Protection fund increase; Recreation Fund; Corrections; LEPF; Lodgers Tax; Mayor Pro-Tem Whitehead Collection Center; Streets; and Other. In the Capital Projects, we ordered the Law Enforcement Vehicles and once we receive the vehicles we will get invoiced and should receive the reimbursement for that.

She continued on the General Fund FY End Graph, the goal is for our revenue to go up and our expenditures to stay below the revenue. As you can see we are starting to climb that ladder in the right direction. Even looking at past fiscal years you can see where our expenditures are a bit significant of that. She went on to slide 6 for the Revenues our revenues are slightly up and that's just a majority of collecting on Joint Utilities and receiving our grant monies. On Slide 7, our Revenues have been expended, however, we have not received reimbursements. Some of the major things we have going on is our TAP Grant, which is our ADA Streets Improvements, our vehicles for USDA and the Loader. Slide 8 give you an overall percentage of our Enterprise Expenditures. One of the major things our departments are seeing are over that 25% threshold is because of the Personnel Services which includes the New Mexico Self Insurers and Benefits. That's what's causing a lot of departments to go over that 25%. On page 9 with the Expenditures graph, she called attention to the Electric because of their capital projects. Once their items were approved, they went with it and purchased in July. Ordering of the Boom Truck, the Metal Roof, and the Metal Building, which are the major factors. Finance Director Torres went on with page 10 of the Expenditures where you can see the Capital Projects are a major factor also. And the last page is an overall itemized schedule of our first quarter of the GRT collections.

Mayor Green asked about credit card fees. He asked if it would benefit the city to look into new rates for credit card fees. Finance Director Torres believes that as we do and continue to do our in-house billing, it will even itself out. With the in-house billing and the red tags, we had many people coming in to ensure their utilities wouldn't get turned off. That's why you see the jump in utilities. We also incorporated on-line pay. But with that said, when they pay online, there is a \$1.25 charge to that bill. Once things start to balance out, we can make that determination if we are losing out with the credit card fees.

Commissioner Clark asked Mayor Pro-Tem Whitehead if the County started adding a service fee to use a credit card. Mayor Pro-Tem Whitehead wondered if the consumer doesn't absorb the credit card fee instead of the City. That's what the county did with the taxes; the county didn't pay that fee. Commissioner Clark said the possibility is to look at the payment at some point to tack it on to the top. Mayor Green said that's what he was wondering because he just got the tax bill from the county and they have a toll free number that you can pay with a credit card over the phone or online. He just wondered how much business the city is doing with credit cards. If we are paying \$100 a month, it may not be worth staff's time. But if it's a fairly substantial amount it would be worth looking into.

Finance Director Torres said we are definitely going to look into it as soon as we start balancing out. We are looking at Administrative Fees just like Mayor Pro-Tem Whitehead said. We spend a lot of time collecting payments on the phone or payments that are done online. So we are looking at that to see if we need to put administrative fees because of that.

Commissioner Hechler would like to get an update on how the Utility Office is functioning now. How are the interactions with the public and the general consensus of the public who have been in arrears or behind in their bills? And just the overall feeling we get now from the Utility Office? That was a major issue when he first became a Commissioner and he would like to see where we are.

City Manager Fuentes interjected saying that he would ask that we reserve that question for another time.

Mayor Pro-Tem Whitehead moved to approve the quarterly report for DFA. Commissioner Clark seconded the motion. Motion carried unanimously.

6. Discussion/Action: Authorization to participate in the 2017 Legislative Authorization for a Public Project Revolving Fund Loan from the New Mexico Finance Authority. Juan Fuentes, City Manager

City Manager Fuentes said several years ago, the city submitted a letter of interest to the New Mexico Finance Authority to participate in the Public Project Revolving Loan fund. All of the entities are eligible to participate in this. This automatically commit us to any type of loan. This is just giving us the opportunity to use this funding source as the

means to finance some of our projects. For example, whether it's the Law Enforcement Project, or any other project that we might have. He has been advised that our Authorization will be set to expire by the end of 2016, and they are inviting us to again submit a letter of interest to participate. If authorized, we will be one of the entities that will be presented at the next Legislative Session to be able to participate in that program for the next couple of years. Staff recommends approval to participate and should and opportunity arise for the funding, it will have to come back to the Commission for approval.

Commissioner Clark asked what the interest rate is. City Manager Fuentes responded he doesn't have that at this time. It varies depending on when we submit the application for funding. He believes it's less than 35. Commissioner Clark asked if this is available to us if we have an emergency, for example, we can get a loan from this fund without having to find money someplace else. City Manager Juan Fuentes confirmed that is correct. It is a funding option for some of our projects. The process is usually quicker when you deal with NMFA to provide the revenue if we need it.

Mayor Pro-Tem Whitehead moved to approve Authorization to participate in the 2017 Legislative Authorization for a Public Project Revolving Fund Loan from the New Mexico Finance Authority. Commissioner Clark seconded the motion. Motion carried unanimously.

J. REPORTS

a. City Manager

He announced he, Finance Director Torres, Electric Department Director Easley, Christina Bruch, and Traci Burnette will be attending the New Mexico Infrastructure Conference in Ruidoso this week. This will give us an opportunity to visit with some funding agencies to see what is available out there.

b. City Commission

Mayor Green thanked Police Chief Alirez for being here for the French Film Crew. They spoke so highly of the Chief and Captain Morgan. Their Team effort is appreciated.

He reminded everyone of the car show at the Veterans Home on November 5th. There will be a dance at Grapes Gallery from 6-9 for people in our community who can come and have a good time.

He read an email he received from Foe Trent Dog Shows about the dog show related to Bob Hupp and Hoss Baste who were extremely helpful. "Of all of the cities he has visited he hasn't seen such helpful people in many of them." He also read a note from Bob Hupp about his involvement which included assisting the Gentleman with his computer.

K. EXECUTIVE SESSION

CITY COMMISSION OCTOBER 25, 2016 REGULAR MEETING MINUTES

1. Limited Personnel Matters - Employee Grievance Hearing, Pursuant to NMSA 1978, 10-15-1(H.2)
2. Sale, Disposal, or Acquisition of Real Property (Ashbaugh Property), Pursuant to NMSA 1978, 10-15-1(H.8)

Mayor Pro-Tem Whitehead moved to approve going into Executive Session at 11:00 a.m. to discuss Limited Personnel Matters (Employee Grievance Hearing) pursuant to NMSA 1978, 10-15-1 (H)(2) and Sale, Disposal, or Acquisition of Real Property (Ashbaugh Property) pursuant to NMSA 1978, 10-15-1 (H.8). Commissioner Hechler seconded the motion. Roll call vote was taken by the Clerk. Motion carried unanimously.

Mayor Green stated that the Commission was now in Open Session at 1:49 p.m.

Mayor Pro-Tem Whitehead certified that only matters pertaining to Limited Personnel Matters (Employee Grievance Hearing) pursuant to NMSA 1978, 10-15-1 (H)(2) was discussed in Executive Session and no action was taken.

Commissioner Hechler moved to support the decision of the city manager to demote Mrs. Jankowski, however we recognize procedural errors were made by the city. Mrs. Jankowski is to be compensated the difference between her present and previous Manager's pay which is \$3.40 per hour starting May 24th to Present day salary minus the time she was on FMLA. Commissioner Frankel seconded the motion. Roll call vote was taken by the Clerk. Motion carried unanimously.

Mrs. Jankowski was unclear of the outcome and asked for clarification. Mayor Green notified her she would be compensated the difference between her present and previous Manager's pay minus the time she was on FMLA. It was asked how the appeal process would be handled.

Mr. Fitch stated under the law and the rules of Civic Procedure of the District Courts of New Mexico, Rule 1-074 and 1-075 provide for the Right of Appeal for an Administrative Personnel Matter like this one would go to District Court.

Commissioner Hechler requested to offer some clarity to Mrs. Jankowski saying one of the things they discussed was if procedures were followed correctly, and we were able to hear her grievance within that 30 day period, they would have come to the same conclusion at that time. The problem is there was a procedural error that they did not hear her on time, but it did not change the facts of the situation. Therefore, they felt she should be compensated for that timeframe that they were in error to the extent that they said so in their documents here. That is the reason they came to the conclusion, they came with. If that makes it any clearer for her. Mrs. Jankowski responded, "somewhat".

Attorney Fitch suggested he prepare and issue the appellate rights to Mrs. Jankowski, so we are clear not only about the time frame but the method of appeal.

CITY COMMISSION OCTOBER 25, 2016 REGULAR MEETING MINUTES

Commissioner Clark believes we have them in our Ordinances too in the policy. Mayor Green thanked them and added we have one more item to go back into Executive Session to deal with.

Commissioner Clark moved to approve going back into Executive Session at 1:56 p.m. to discuss K.2 Sale, Disposal, or Acquisition of Real Property (Ashbaugh Property) pursuant to NMSA 1978, 10-15-1 (H.8). Commissioner Frankel seconded the motion. Roll call vote was taken by the Clerk. Motion carried unanimously.

Mayor Pro-Tem Whitehead certified that only matters pertaining to Sale, Disposal, or Acquisition of Real Property (Ashbaugh Property) pursuant to NMSA 1978, 10-15-1 (H.8) was discussed in Executive Session and no action was taken.

Commissioner Clark moved to approve to thank Mr. Ashbaugh for his very generous offer but we have looked that property and we have potential plans for and as of right now we are not ready to make the trade. Mayor Pro-Tem Whitehead seconded the motion. Motion carried by a vote of 4-0-1. Commissioner Hechler abstained from the vote.

3. ADJOURNMENT

The meeting was adjourned at 2:06 p.m.

Passed and Approved this ____ day of _____, 2016.

Steven Green, Mayor

ATTEST:

Reneé L. Cantin, CMC, City Clerk-Treasurer



F2

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

ITEM:

Accounts Payable – October 2016

BACKGROUND:

STAFF RECOMMENDATION:

SUPPORT INFORMATION:

- Accounts Payable List for October 2016

Name of Presenter: Pat Wood, CPO	Department: Finance	Meeting date: 11/15/2016
E-mail: pat@torcnm.org	Phone: 575-894-6673 ext. 312	



Truth or Consequences

EOM AP Report By Fund

Payment Dates 10/01/2016 - 10/31/2016

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
NM MUNICIPAL CLERKS AND FI...	093016	10/07/2016	NMMCFOA Dues for Priscilla Fu...	101-1001-43770	60.00
NATIONAL JUDGES ASSOCIATION	093016	10/07/2016	MEMBERSHIP DUES/BEATRICE ...	101-1002-43770	60.00
CITY UTILITIES	093016	10/07/2016	CITY UTILITIES	101-1018-43780	9,921.25
CRUCES TROPHY OF T. OR C	100316	10/07/2016	Acrylic Plaque for Denise Schra...	101-1000-44625	60.00
VERIZON WIRELESS	100316	10/07/2016	CELL PHONE BILLS	101-1003-43775	59.55
VERIZON WIRELESS	100316	10/07/2016	CELL PHONE BILLS	101-1007-43775	474.81
VERIZON WIRELESS	100316	10/07/2016	CELL PHONE BILLS	101-1008-43775	53.51
VERIZON WIRELESS	100316	10/07/2016	CELL PHONE BILLS	101-1009-43775	59.55
VERIZON WIRELESS	100316	10/07/2016	CELL PHONE BILLS	101-1010-43775	178.65
VERIZON WIRELESS	100316	10/07/2016	CELL PHONE BILLS	101-1011-43775	59.55
VERIZON WIRELESS	100316	10/07/2016	CELL PHONE BILLS	101-1014-43775	119.12
NM MUNICIPAL LEAGUE	1003316	10/07/2016	REGISTRATION FEE/ANGELA TO...	101-1001-42720	180.00
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	101-1007-43316	15.00
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	101-1007-47420	37.93
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	101-1008-43316	17.50
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	101-1008-47420	17.54
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	101-1009-43316	26.50
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	101-1009-47420	50.32
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	101-1012-43316	12.50
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	101-1012-47420	8.77
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	101-1014-43316	12.25
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	101-1014-47420	9.00
LIFE LINE SCREENING OF AMERI...	1003316	10/07/2016	REFUND DEPOSIT/CIVIC CENTER	101-1099-34348	250.00
COMPANION ANIMAL ACTION ...	100516	10/07/2016	1ST QUARTER FUNDING	101-1000-60725	250.00
JUAN A. FUENTES	100516	10/07/2016	REIMBURSEMENT/FUEL	101-1003-43316	32.09
BEATRICE SANDERS	100816	10/07/2016	ADVANCED MILEAGE/LAS VEGA...	101-1002-42305	419.84
BEATRICE SANDERS	100816	10/07/2016	ADVANCED PER DIEM/LAS VEG...	101-1002-42310	292.00
HERALD PUBLISHING CO., INC,	10255	10/07/2016	OCTOBER MONTHLY MEETING ...	101-1001-43740	81.66
MANANA	103	10/07/2016	CONTRACT/VETERANS PARK	101-1009-48599	900.00
NM COMPILATION COMMISSI...	11277	10/07/2016	CRIM/TRAF 2016 LAW MANUAL	101-1002-43770	141.00
SUN VALLEY, INC.	124449/6	10/07/2016	2" 3/8 x 16 CASTERS	101-1014-43403	26.56
SUN VALLEY, INC.	124793/6	10/07/2016	16X25X2 A/C AIR FILTERS	101-1014-43403	76.85
SUN VALLEY, INC.	124793/6	10/07/2016	ROUND J-BOX BRONZE	101-1014-43403	14.98
SUN VALLEY, INC.	124793/6	10/07/2016	ROUND J-BOX WHITE	101-1014-43403	14.98
SUN VALLEY, INC.	124793/6	10/07/2016	16X25X1 A/C AIR FILTER	101-1014-43403	59.88
SUN VALLEY, INC.	124793/6	10/07/2016	ROUND J-BOX GREY	101-1014-43403	14.98
SUN VALLEY, INC.	124793/6	10/07/2016	20X30X2 A/C AIR FILTERS	101-1014-43403	107.88
SUN VALLEY, INC.	124793/6	10/07/2016	3 PIECE PAINT BRUSH SET	101-1014-43403	71.97
SUN VALLEY, INC.	124832/6	10/07/2016	EXT 5/G BRIGHT WHITE PAINT ...	101-1014-43403	91.56
SUN VALLEY, INC.	124832/6	10/07/2016	SGW 5GAL 5G DEEP BASE water...	101-1014-43403	600.00
SUN VALLEY, INC.	124920/6	10/07/2016	SAND PAPER 60 GRIT	101-1014-43403	5.58
SUN VALLEY, INC.	124920/6	10/07/2016	BLUE PAINTERS MASKING TAPE	101-1014-43403	13.98
SUN VALLEY, INC.	124920/6	10/07/2016	SAND PAPER 220 GRIT	101-1014-43403	5.58
SUN VALLEY, INC.	124920/6	10/07/2016	PAINT FRAMES 9"	101-1014-43403	12.98
SUN VALLEY, INC.	124920/6	10/07/2016	ROLLER PADS 9"	101-1014-43403	21.98
SUN VALLEY, INC.	124920/6	10/07/2016	HAND SAW	101-1014-43403	16.99

EOM AP Report

Payment Dates: 10/01/2016 - 10/31/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUN VALLEY, INC.	124920/6	10/07/2016	HACK SAW BLADE	101-1014-43403	8.58
SUN VALLEY, INC.	124920/6	10/07/2016	SAND PAPER 100 GRIT	101-1014-43403	5.58
SUN VALLEY, INC.	124920/6	10/07/2016	DRILL BIT SET	101-1014-43403	22.93
SUN VALLEY, INC.	124920/6	10/07/2016	PAINT PAN LINERS	101-1014-43403	12.90
SUN VALLEY, INC.	124920/6	10/07/2016	MASONARY DRILL BIT SET	101-1014-43403	28.99
SUN VALLEY, INC.	124920/6	10/07/2016	I8 PIECE DRIVE TIP SET	101-1014-43403	15.99
SUN VALLEY, INC.	134128/6	10/07/2016	Nuts&bolts	101-1009-44607	0.40
SUN VALLEY, INC.	134128/6	10/07/2016	Nuts&bolts	101-1009-44607	10.49
SUN VALLEY, INC.	134128/6	10/07/2016	Nuts&Bolts	101-1009-44607	0.36
SUN VALLEY, INC.	134128/6	10/07/2016	.5" x 150' vnyl stretch tie	101-1009-44607	2.03
SUN VALLEY, INC.	134128/6	10/07/2016	nuts& bolts	101-1009-44607	0.37
SUN VALLEY, INC.	134128/6	10/07/2016	5' steel plant stake	101-1009-44607	39.80
SUN VALLEY, INC.	134128/6	10/07/2016	Nuts&bolts	101-1009-44607	0.66
SUN VALLEY, INC.	135571/6	10/07/2016	14" spring snap link	101-1009-44607	2.29
SUN VALLEY, INC.	135571/6	10/07/2016	tire wheelbarrow	101-1009-44607	40.99
SUN VALLEY, INC.	135571/6	10/07/2016	6cuft wheelbarrow	101-1009-44607	72.42
SUN VALLEY, INC.	135571/6	10/07/2016	5/16" spring snap link	101-1009-44607	13.74
SUN VALLEY, INC.	135571/6	10/07/2016	1/4" spring snap link	101-1009-44607	14.37
SUN VALLEY, INC.	138738/6	10/07/2016	2x1-1/1/2x1-3/8 angle	101-1009-44607	7.90
SUN VALLEY, INC.	138738/6	10/07/2016	Nuts&bolts	101-1009-44607	40.99
SUN VALLEY, INC.	138738/6	10/07/2016	BRASS HOSE SHUT- OFF	101-1009-44607	7.49
SUN VALLEY, INC.	138738/6	10/07/2016	PVC HOSE COUPLING	101-1009-44607	1.99
SUN VALLEY, INC.	138738/6	10/07/2016	3/4" POLY INSERT ELBOW	101-1009-44607	1.79
SUN VALLEY, INC.	138738/6	10/07/2016	3/4 x 1/2 IN SXFIP ELBOW	101-1009-44607	1.79
SUN VALLEY, INC.	138738/6	10/07/2016	Hurricane Tie	101-1009-44607	5.90
SUN VALLEY, INC.	138738/6	10/07/2016	1/2x260 ptfе tape	101-1009-44607	1.29
SUN VALLEY, INC.	138738/6	10/07/2016	1/2" - 1-1/16" clamp	101-1009-44607	7.74
SUN VALLEY, INC.	138738/6	10/07/2016	Nuts&bolts	101-1009-44607	3.11
SUN VALLEY, INC.	138738/6	10/07/2016	3/4" poly insert tee	101-1009-44607	1.79
SUN VALLEY, INC.	138738/6	10/07/2016	Nuts&bolts	101-1009-44607	42.99
SUN VALLEY, INC.	138738/6	10/07/2016	Nuts&bolt	101-1009-44607	37.47
HERALD PUBLISHING CO., INC.	1445	10/07/2016	Help wanted: Library Clerk P/T	101-1004-43740	30.38
HERALD PUBLISHING CO., INC.	1447	10/07/2016	Help wanted: Parks & Recreation...	101-1004-43740	27.40
HERALD PUBLISHING CO., INC.	1449	10/07/2016	Help Wanted Facility Tech I	101-1004-43740	25.23
ALARM CONTROL TECHNOLOGI...	175925	10/07/2016	FIRE ALARM CONTROL/CIVIC C...	101-1014-43403	26.83
ALARM CONTROL TECHNOLOGI...	175926	10/07/2016	FIRE ALARM CONTROL/RECYCLE...	101-1014-43403	26.83
SAMBA HOLDINGS, INC.	201609	10/07/2016	DRIVING RECORDS	101-1004-44615	7.50
ROTARY CLUB OF TORC	2814	10/07/2016	MONTHLY DUES/LEE ALIREZ	101-1007-43770	55.00
ROTARY CLUB OF TORC	2823	10/07/2016	REGISTRATION FEE/JUAN FUEN...	101-1003-43770	55.00
ROTARY CLUB OF TORC	2837	10/07/2016	MONTHLY DUES/JAMES MORG...	101-1007-43770	55.00
ROTARY CLUB OF TORC	2840	10/07/2016	MONTHLY DUES/RENEE CANTIN	101-1001-43770	55.00
AMERICAN TONER & INK CORP.	29108	10/07/2016	Toner Cartridge for Xerox Phase...	101-1004-44606	78.00
AMERICAN TONER & INK CORP.	29108	10/07/2016	Toner Cartridge for HP LaserJet ...	101-1004-44606	118.00
REED'S TIRE CENTER	3725	10/07/2016	tire	101-1009-47420	210.00
BANK OF AMERICA	390573	10/07/2016	1"X45"X64" VINYL MINI-BLINDS	101-1014-43403	62.53
BANK OF AMERICA	390573	10/07/2016	2"X70"X48" FAUX WOOD BLINDS	101-1014-43403	127.94
B & H OIL CO.	40951	10/07/2016	UNLEADED	101-1007-43316	1,581.21
B & H OIL CO.	40953	10/07/2016	UNLEADED	101-1012-43316	102.83
B & H OIL CO.	40959	10/07/2016	UNLEADED	101-1014-43316	533.32
B & H OIL CO.	40960	10/07/2016	UNLEADED	101-1009-43316	355.09
B & H OIL CO.	40960	10/07/2016	DIESEL	101-1009-43317	78.09
B & H OIL CO.	40961	10/07/2016	UNLEADED	101-1008-43316	365.94
BANK OF AMERICA	409966	10/07/2016	ink 63 xl	101-1011-44606	67.94
HOLT MYNATT MARTINEZ P.C.	45140	10/07/2016	SERVICES/JANKOWSKI	101-1000-43597	1,039.80
HOLT MYNATT MARTINEZ P.C.	45148	10/07/2016	SERVICES/GENERAL	101-1000-43597	1,646.56
HOLT MYNATT MARTINEZ P.C.	45150	10/07/2016	SERVICES/WILSON	101-1000-43597	1,088.54
HOLT MYNATT MARTINEZ P.C.	45151	10/07/2016	SERVICES/MAJOR	101-1000-43597	211.21
HOLT MYNATT MARTINEZ P.C.	45152	10/07/2016	SERVICES/BURFORD	101-1000-43597	277.72
HOLT MYNATT MARTINEZ P.C.	45153	10/07/2016	SERVICES/WHITEHEAD	101-1000-43597	693.97
A/B TIRE COMPANY	4-6566	10/07/2016	front end alignment	101-1012-47420	59.99

EOM AP Report

Payment Dates: 10/01/2016 - 10/31/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
A/B TIRE COMPANY	4-6640	10/07/2016	front end alignment	101-1009-47420	59.99
A/B TIRE COMPANY	4-GS6680	10/07/2016	terra trac LT 235/75-R15	101-1009-47420	230.62
A/B TIRE COMPANY	4-GS6680	10/07/2016	265/70-R17	101-1009-47420	348.24
BRADY INDUSTRIES, LLC	5221155	10/07/2016	PINE CLEANER	101-1014-44607	50.00
BRADY INDUSTRIES, LLC	5221155	10/07/2016	CENTER PULL TOWELS	101-1014-44607	90.00
BRADY INDUSTRIES, LLC	5221155	10/07/2016	TRASH LINERS	101-1014-44607	207.00
BRADY INDUSTRIES, LLC	5221155	10/07/2016	INSTANT HAND SANITIZER	101-1014-44607	68.00
BRADY INDUSTRIES, LLC	5221155	10/07/2016	TOILET TISSUE	101-1014-44607	88.00
BRADY INDUSTRIES, LLC	5221155	10/07/2016	PINK HAND SOAP 1GAL	101-1014-44607	32.00
BANK OF AMERICA	534115	10/07/2016	Photo Session	101-1003-44606	75.00
BANK OF AMERICA	534115	10/07/2016	Portraits	101-1003-44606	104.00
BANK OF AMERICA	549585	10/07/2016	CITY CLERK WEBSITE PHOTOS	101-1001-43740	52.00
TALON SEPTIC & POTTY SERVICE	694	10/07/2016	CLEAN & SERVICE PORTABLES	101-1009-44607	800.00
BANK OF AMERICA	740036	10/07/2016	office jet 4652	101-1011-44606	99.00
FOXWORTH-GALBRAITH	7409909	10/07/2016	rockite concrete crack repair	101-1014-43403	34.76
FOXWORTH-GALBRAITH	7409909	10/07/2016	hollow door 28"x82"	101-1014-43403	119.62
FOXWORTH-GALBRAITH	7410457	10/07/2016	osb 4x8x7/16"	101-1009-44607	71.94
FOXWORTH-GALBRAITH	7410457	10/07/2016	ww/df 2x6-12' #2&btr prem.	101-1009-44607	122.85
MIRACLE RECREATION EQUIPM...	780480	10/07/2016	Parts crtn, hrdw- new exit wave...	101-1009-44609	207.27
MIRACLE RECREATION EQUIPM...	780480	10/07/2016	exit section- wace or hurr (new ...	101-1009-44609	465.00
COPPLER LAW FIRM PC	8646	10/07/2016	SERVICES/ASHBAUGH	101-1000-43597	226.72
COPPLER LAW FIRM PC	8652	10/07/2016	SERVICES/GENERAL	101-1000-43597	148.39
COPPLER LAW FIRM PC	8655	10/07/2016	SERVICES/SAN AGUSTIN PLAINS	101-1000-43597	904.80
SIERRA AUTO/CARQUEST	ID-196674	10/07/2016	radiator insulator	101-1014-47420	10.70
SIERRA AUTO/CARQUEST	ID-196674	10/07/2016	retainer	101-1014-47420	0.76
SIERRA AUTO/CARQUEST	ID-196674	10/07/2016	epoxy	101-1014-47420	3.99
SIERRA AUTO/CARQUEST	ID-196674	10/07/2016	bushing	101-1014-47420	45.90
SIERRA AUTO/CARQUEST	ID-196674	10/07/2016	radiator	101-1014-47420	120.98
SIERRA AUTO/CARQUEST	ID-196676	10/07/2016	manual	101-1007-47420	21.58
SIERRA AUTO/CARQUEST	ID-196676	10/07/2016	brake switch	101-1007-47420	10.93
SIERRA AUTO/CARQUEST	ID-196782	10/07/2016	bushing	101-1009-47420	29.06
SIERRA AUTO/CARQUEST	ID-196958	10/07/2016	belt	101-1009-47420	34.95
SIERRA AUTO/CARQUEST	ID-197079	10/07/2016	transmission di	101-1012-47420	7.74
SIERRA AUTO/CARQUEST	ID-197563	10/07/2016	brake pads	101-1012-47420	41.98
SIERRA AUTO/CARQUEST	ID-197758	10/07/2016	brake pads	101-1007-47420	36.08
SIERRA AUTO/CARQUEST	ID-197758	10/07/2016	rotors	101-1007-47420	77.48
SIERRA AUTO/CARQUEST	ID-198146	10/07/2016	belt	101-1009-47420	15.76
OCCUPATIONAL MEDICINE 360,...	TC0007	10/07/2016	Blood Chemistry/Marin	101-1007-48598	12.00
OCCUPATIONAL MEDICINE 360,...	TC0007	10/07/2016	Audiogram/Marin	101-1007-48598	25.00
OCCUPATIONAL MEDICINE 360,...	TC0007	10/07/2016	BAT/Marin	101-1007-48598	30.00
OCCUPATIONAL MEDICINE 360,...	TC0007	10/07/2016	TB/Marin	101-1007-48598	12.00
OCCUPATIONAL MEDICINE 360,...	TC0007	10/07/2016	EKG/Marin	101-1007-48598	30.00
OCCUPATIONAL MEDICINE 360,...	TC0007	10/07/2016	CBC/Marin	101-1007-48598	12.00
OCCUPATIONAL MEDICINE 360,...	TC0007	10/07/2016	Anabolic steroid/Marin	101-1007-48598	175.00
OCCUPATIONAL MEDICINE 360,...	TC0007	10/07/2016	Complete urinalysis/Marin	101-1007-48598	12.00
OCCUPATIONAL MEDICINE 360,...	TC0007	10/07/2016	RPR-Serology/Marin	101-1007-48598	30.00
OCCUPATIONAL MEDICINE 360,...	TC0007	10/07/2016	Drug Screen/Marin	101-1007-48598	32.00
OCCUPATIONAL MEDICINE 360,...	TC0007	10/07/2016	Physical examination/Marin	101-1007-48598	160.73
SIERRA JOINT OFFICE ON AGING	TORC 16-17-1	10/07/2016	1ST QUARTER FUNDING	101-1000-60725	6,000.00
XEROX CORP.	086204146	10/14/2016	BASE CHARGE/METER USAGE	101-1004-44810	305.46
XEROX CORP.	086204147	10/14/2016	METER USAGE	101-1012-44606	22.31
XEROX CORP.	086439639	10/14/2016	BASE CHARGE/METER USAGE	101-1001-44810	419.96
XEROX CORP.	086439642	10/14/2016	BASE CHARGE/METER USAGE	101-1007-48599	201.34
XEROX CORP.	086439644	10/14/2016	BASE CHARGE/METER USAGE	101-1002-60840	192.64
XEROX CORP.	086439645	10/14/2016	BASE CHARGE/METER USAGE	101-1002-60840	66.18
XEROX CORP.	086518655	10/14/2016	BASE CHARGE/METER USAGE	101-1004-44810	208.90
XEROX CORP.	086531894	10/14/2016	BASE CHARGE/METER USAGE	101-1003-44810	209.26
SIERRA VISTA HOSPITAL	1003316-1	10/14/2016	Collection Fee: Police Officer	101-1004-44615	25.00
SCRDA	10042016	10/14/2016	2ND QUARTER FUNDING	101-1007-48599	36,775.00
DOMESTIC ABUSE INTERVENTI...	101116	10/14/2016	1ST QUARTER FUNDING	101-1000-60725	625.00

EOM AP Report

Payment Dates: 10/01/2016 - 10/31/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BOYS & GIRLS CLUB OF SIERRA ...	101116	10/14/2016	1ST QUARTER FUNDING	101-1000-60725	2,375.00
BEATRICE SANDERS	101116	10/14/2016	MILEAGE DUE/LAS VEGAS,NEV...	101-1002-42305	62.96
NM SELF INSURERS FUND	101116	10/14/2016	LIABILITY DEDUCTIBLES	101-1007-46732	3,119.02
NM SELF INSURERS FUND	101116	10/14/2016	LIABILITY DEDUCTIBLES	101-1018-46732	103.98
SOUTHWEST SIGN SERVICE	10160	10/14/2016	Remove City Sign at Chevron	101-1010-48555	540.94
RENEE L. CANTIN	101716	10/14/2016	ADVANCED MILEAGE/ALBUQU...	101-1001-42305	97.75
ANGELA A. TORRES	101816	10/14/2016	ADVANCED/MILEAGE/ALBUQU...	101-1001-42305	97.75
ANGELA A. TORRES	101816	10/14/2016	ADVANCED/PER DIEM/ALBUQU...	101-1001-42310	204.00
NM COMPILATION COMMISSI...	11278	10/14/2016	CRIMINAL - TRAFFIC LAW MAN...	101-1016-43770	39.00
WEX BANK	145375	10/14/2016	UNLEADED	101-1007-43316	148.61
COOPERATIVE EDUCATIONAL S...	24-055802	10/14/2016	ANNUAL TYLER SUBSCRIPTION ...	101-1001-43770	3,070.01
COOPERATIVE EDUCATIONAL S...	24-055802	10/14/2016	ANNUAL TYLER SUBSCRIPTION ...	101-1002-43770	1,535.01
COOPERATIVE EDUCATIONAL S...	24-055802	10/14/2016	ANNUAL TYLER SUBSCRIPTION ...	101-1003-43770	3,070.01
COOPERATIVE EDUCATIONAL S...	24-055802	10/14/2016	ANNUAL TYLER SUBSCRIPTION ...	101-1004-43770	3,070.01
COOPERATIVE EDUCATIONAL S...	24-055802	10/14/2016	ANNUAL TYLER SUBSCRIPTION ...	101-1007-43770	3,070.01
COOPERATIVE EDUCATIONAL S...	24-055802	10/14/2016	ANNUAL TYLER SUBSCRIPTION ...	101-1010-43770	1,535.00
COOPERATIVE EDUCATIONAL S...	24-055802	10/14/2016	ANNUAL TYLER SUBSCRIPTION ...	101-1012-43770	1,535.00
COOPERATIVE EDUCATIONAL S...	24-055802	10/14/2016	ANNUAL TYLER SUBSCRIPTION ...	101-1014-43770	1,535.00
COOPERATIVE EDUCATIONAL S...	24-055802	10/14/2016	ANNUAL TYLER SUBSCRIPTION ...	101-1016-43770	1,535.00
NU-WAY LAUNDRY & CLEANERS	26472	10/14/2016	CLEANING OF CITY RUGS	101-1014-44607	218.68
SOUTHWEST M.R.O., LLC	3502	10/14/2016	Random "Reg" Employee List	101-1004-44615	26.79
AMIN'S HOME FURNISHINGS	4069	10/14/2016	INSTALLATION OF CARPET MA...	101-1014-43403	576.46
WEX BANK	476911	10/14/2016	UNLEADED	101-1010-43316	108.23
WEX BANK	47795565	10/14/2016	UNLEADED	101-1003-43316	124.91
SIERRA COUNTY SENTINEL	8736	10/14/2016	Help wanted: Library Clerk P/T	101-1004-43740	24.50
SIERRA COUNTY SENTINEL	8737	10/14/2016	Help Wanted; Parks & Recreati...	101-1004-43740	22.25
SIERRA COUNTY SENTINEL	8738	10/14/2016	NOTICE OF CLOSED EXECUTIVE ...	101-1001-43740	13.65
SIERRA COUNTY SENTINEL	8739	10/14/2016	PH -ORDINANCE NO. 674	101-1001-43740	17.75
QUILL CORPORATION	9602324	10/14/2016	STAPLE REMOVER	101-1002-44606	2.67
QUILL CORPORATION	9602324	10/14/2016	DESK PAD CALENDARS	101-1002-44606	12.90
QUILL CORPORATION	9602324	10/14/2016	FIRST AID KIT REFILL	101-1002-44606	8.99
QUILL CORPORATION	9602324	10/14/2016	STAPLE REMOVER	101-1002-44606	1.97
QUILL CORPORATION	9602324	10/14/2016	52 PIECE FIRST AID KIT	101-1002-44606	11.99
QUILL CORPORATION	9602324	10/14/2016	QUILL PAPER	101-1002-44606	127.96
QUILL CORPORATION	9602324	10/14/2016	2017 WALL CALENDARS	101-1002-44606	30.63
QUILL CORPORATION	9602324	10/14/2016	MONTHLY PLANNER 18 MONTH	101-1002-60576	14.99
QUILL CORPORATION	9602324	10/14/2016	LOGITEC WIRELESS COMBO	101-1002-60840	143.98
QUILL CORPORATION	9752925	10/14/2016	CLASSIC CREST CERTIFICATE - N...	101-1001-44606	28.30
QUILL CORPORATION	9752925	10/14/2016	MH ULTRA TABS	101-1001-44606	8.54
QUILL CORPORATION	9752925	10/14/2016	AVERY MULTI-PAGE SHEET PRO...	101-1001-44606	8.09
QUILL CORPORATION	9752925	10/14/2016	PARCHMENT CERTIFICATES	101-1001-44606	12.14
QUILL CORPORATION	9752925	10/14/2016	QUILL BRAND COPY PAPER	101-1001-44606	287.94
QUILL CORPORATION	9752925	10/14/2016	CORPORATE DESK SEAL	101-1001-44606	44.99
QUILL CORPORATION	9752925	10/14/2016	BURGUNDY CERTIFICATE HOLD...	101-1001-44606	26.40
QUILL CORPORATION	9752925	10/14/2016	ERASABLE WALL CALENDAR	101-1001-44606	33.29
QUILL CORPORATION	9753303	10/14/2016	copy paper	101-1012-44606	49.99
QUILL CORPORATION	9753303	10/14/2016	zebra z-grip ballpoint pen	101-1012-44606	16.00
QUILL CORPORATION	9753303	10/14/2016	2017 erasable wall canender	101-1012-44606	37.78
QUILL CORPORATION	9753303	10/14/2016	sharpie fine point marker	101-1012-44606	32.38
QUILL CORPORATION	9753303	10/14/2016	quill brand highlighters	101-1012-44606	6.99
QUILL CORPORATION	9753303	10/14/2016	AA batteries	101-1012-44606	22.49
QUILL CORPORATION	9753303	10/14/2016	expo low odor dry erase marker	101-1012-44606	17.99
QUILL CORPORATION	9753303	10/14/2016	AAA batteries	101-1012-44606	27.53
QUILL CORPORATION	9753303	10/14/2016	ampad notebook	101-1012-44606	10.79
FMH KUBOTA	C06222	10/14/2016	ring,sna	101-1009-44607	23.61
FMH KUBOTA	C06222	10/14/2016	blade, 6	101-1009-44607	48.00
FMH KUBOTA	C06222	10/14/2016	nut	101-1009-44607	4.20
FMH KUBOTA	C06222	10/14/2016	Reverse tips	101-1009-44607	141.00
FMH KUBOTA	C06222	10/14/2016	scarfire rips	101-1009-44607	363.37
FMH KUBOTA	C06222	10/14/2016	plow bolts	101-1009-44607	31.50

EOM AP Report

Payment Dates: 10/01/2016 - 10/31/2016

Vendor Name	Payable Number	Post Date	Description (item)	Account Number	Amount
FMH KUBOTA	C06222	10/14/2016	Washer, s	101-1009-44607	3.00
FMH KUBOTA	C06222	10/14/2016	Gauge, w	101-1009-44607	39.32
FMH KUBOTA	C06222	10/14/2016	bolt, sh 2co3	101-1009-44607	42.28
FMH KUBOTA	C06222	10/14/2016	pin, cle	101-1009-44607	3.68
PCM SALES, INC.	R09852260	10/14/2016	ASUS VE278H Monitor	101-1004-44613	1,190.94
PCM SALES, INC.	R09852260	10/14/2016	Video Cards	101-1004-44613	216.21
PCM SALES, INC.	R09851230	10/14/2016	GeForce GT 710 graphics card	101-1002-60840	56.33
JERRY PREDMORE	100616	10/24/2016	PER DIEM DUE/ALBUQUERQUE	101-1007-42310	21.00
LAS CRUCES SUN NEWS	101130071	10/24/2016	BID NOTICE/CONSTRUCT AVIAT...	101-1004-43740	285.13
RENEE L. CANTIN	101816	10/24/2016	MILEAGE DUE/ALBUQUERQUE	101-1001-42305	24.43
TURTLEBACK PEST CONTROL, I...	101916	10/24/2016	PEST CONTROL SERVICES	101-1014-44607	814.46
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	101-1001-43775	529.08
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	101-1002-43775	89.67
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	101-1003-43775	556.53
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	101-1004-43775	526.50
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	101-1005-43775	114.53
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	101-1007-43775	206.34
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	101-1009-43775	218.82
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	101-1010-43775	489.07
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	101-1011-43775	24.22
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	101-1012-43775	207.60
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	101-1014-43775	275.48
MELISSA L. TORRES	102516	10/24/2016	ADVANCED MILEAGE/RUIDOSO	101-1004-42305	111.52
MELISSA L. TORRES	102516	10/24/2016	ADVANCED PER DIEM/RUIDOSO	101-1004-42310	204.00
TRACI L. BURNETTE	102516	10/24/2016	ADVANCED MILEAGE/RUIDOSO	101-1010-42305	111.52
TRACI L. BURNETTE	102516	10/24/2016	ADVANCED PER DIEM/RUIDOSO	101-1010-42310	204.00
JUAN A. FUENTES	102616	10/24/2016	ADVANCED PER DIEM/RUIDOSO	101-1003-42310	152.00
3M COGENT, INC	324988	10/24/2016	Law Enforcement fingerprints-...	101-1007-48598	8.30
3M COGENT, INC	324988	10/24/2016	Law Enforcement Fingerprints-...	101-1007-48598	8.30
NM VETERANS HOME	40000	10/24/2016	Collection fee Street Equipment...	101-1004-44615	20.00
BOYS & GIRLS CLUB OF SIERRA ...	72016	10/24/2016	REIMBURSEMENT/JJAC GRANT ...	101-1003-60784	1,920.52
BOYS & GIRLS CLUB OF SIERRA ...	82016	10/24/2016	REIMBURSEMENT/JJAC GRANT ...	101-1003-60784	1,920.52
LANDSCAPE FORMS INC.	86044	10/24/2016	Side Pitch Litter Trash Receptac...	101-1003-60781	6,415.60
LANDSCAPE FORMS INC.	86044-1	10/24/2016	Side Pitch Litter Trash Receptac...	101-1003-60781	1,285.12
BOYS & GIRLS CLUB OF SIERRA ...	92016	10/24/2016	REIMBURSEMENT/JJAC GRANT ...	101-1003-60784	3,236.22
GRAINGER, INC.	9246120647	10/24/2016	Trash bags 16 gal. 1.4ml	101-1009-44607	90.09
GRAINGER, INC.	9246120647	10/24/2016	Parts/ brake cleaner	101-1009-44607	84.60
GRAINGER, INC.	9246120647	10/24/2016	trash bags 56 gal. 1.4 ml	101-1009-44607	89.91
GRAINGER, INC.	9246120647	10/24/2016	utility brush 20"	101-1009-44607	41.44
GRAINGER, INC.	9246120647	10/24/2016	broom w/handle and locking nut	101-1009-44607	119.00
GRAINGER, INC.	9246120647	10/24/2016	first aid kit general purpose	101-1009-44607	34.52
GRAINGER, INC.	9246120647	10/24/2016	caddy pail 1 Gal. plastic	101-1009-44607	98.84
GRAINGER, INC.	9246120647	10/24/2016	scrub brush w/ squeegee	101-1009-44607	44.56
GRAINGER, INC.	9246120647	10/24/2016	scrub brush L trim	101-1009-44607	6.24
GRAINGER, INC.	9246120647	10/24/2016	pet waste bags 13" hx8in.	101-1009-44607	117.12
GRAINGER, INC.	9246120647	10/24/2016	hand held dust pan metal	101-1009-44607	12.12
GRAINGER, INC.	9246120647	10/24/2016	first aid auto kit	101-1009-44607	59.92
GRAINGER, INC.	9246120647	10/24/2016	cleaning pail 6 qt. plastic	101-1009-44607	27.96
GRAINGER, INC.	9246120647	10/24/2016	angle broom 15" w	101-1009-44607	64.04
GRAINGER, INC.	9246120647	10/24/2016	trash bags 96 gal. 2.0 ml	101-1009-44607	59.99
GRAINGER, INC.	9246120647	10/24/2016	pet waste bags 13 gal. 1.5 ml	101-1009-44607	50.96
MELLOY DODGE	DOCS435405	10/24/2016	Rocker moulding	101-1007-47420	52.54
MELLOY DODGE	DOCS435405	10/24/2016	Control Arms	101-1007-47420	294.30
MELLOY DODGE	DOCS435405	10/24/2016	Labor Control arms	101-1007-47420	106.80
MELLOY DODGE	DOCS435405	10/24/2016	Labor strut arms	101-1007-47420	89.00
MELLOY DODGE	DOCS435405	10/24/2016	Labor Brake switch	101-1007-47420	115.70
MELLOY DODGE	DOCS435405	10/24/2016	Lug nuts	101-1007-47420	48.75
MELLOY DODGE	DOCS435405	10/24/2016	Labor rocker moulding	101-1007-47420	35.60
MELLOY DODGE	DOCS435405	10/24/2016	Alignment	101-1007-47420	84.95
MELLOY DODGE	DOCS435405	10/24/2016	Lower facia	101-1007-47420	74.59

EOM AP Report

Payment Dates: 10/01/2016 - 10/31/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MELLOY DODGE	DOCS435405	10/24/2016	Cabin Air filter	101-1007-47420	39.95
MELLOY DODGE	DOCS435405	10/24/2016	Brakes	101-1007-47420	391.90
MELLOY DODGE	DOCS435405	10/24/2016	Brake switch (G-81094)	101-1007-47420	18.45
MELLOY DODGE	DOCS435405	10/24/2016	Push pins	101-1007-47420	37.80
MELLOY DODGE	DOCS435405	10/24/2016	Left strum arm	101-1007-47420	122.20
MELLOY DODGE	DOCS435405	10/24/2016	Lower facia cover	101-1007-47420	77.17
MELLOY DODGE	DOCS435405	10/24/2016	Strut arms	101-1007-47420	244.40
SIERRA APPRAISAL SERVICES	R101314C	10/24/2016	Appraisal 1310 Nickel	101-1010-48598	300.00
SIERRA VISTA HOSPITAL	102416	10/28/2016	GRT DISTRIBUTION 08/16	101-1017-48599	28,882.36
SIERRA ELECTRIC CO-OP, INC.	102416	10/28/2016	AIRPORT FIRE STATION	101-1018-43780	45.98
SIERRA COUNTY CLERK	102616	10/28/2016	RECORDING FEE/PATENT 30-20...	101-1001-44606	25.00
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	101-1001-41226	117.60
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	101-1002-41226	72.77
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	101-1003-41226	124.64
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	101-1004-41226	272.86
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	101-1007-41226	808.69
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	101-1008-41226	73.42
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	101-1009-41226	77.60
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	101-1010-41226	131.45
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	101-1011-41226	280.20
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	101-1012-41226	120.48
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	101-1016-41226	138.07
CHERRILL'S WESTERN	860508	10/28/2016	STEEL TOE BOOTS/MIKE MONT...	101-1014-44615	150.00
Fund 101 - General Total:					160,684.91
Fund: 201 - Corrections					
ADMINISTRATIVE OFFICE OF	100516	10/07/2016	DWI LAB FEES/PREVENTION FE...	201-1903-44805	189.00
NM JUDICIAL EDUCATION CENT...	100516	10/07/2016	JUDICIAL EDUCATION FEES	201-1903-44805	87.00
SIERRA COUNTY TREASURER	102616	10/28/2016	PRISONER CARE 09/16	201-1903-48710	1,520.00
Fund 201 - Corrections Total:					1,796.00
Fund: 209 - Fire					
CITY UTILITIES	093016	10/07/2016	CITY UTILITIES	209-1603-43780	677.00
SUN VALLEY, INC.	124944/6	10/07/2016	4X4X1-1/2 TKO SQUARE BOX	209-1603-47405	1.79
SUN VALLEY, INC.	124944/6	10/07/2016	4X4X1-1/2 SQUARE BOXES	209-1603-47405	7.17
SUN VALLEY, INC.	124944/6	10/07/2016	WHT DUPLEX OUTLETS	209-1603-47405	1.98
SUN VALLEY, INC.	124944/6	10/07/2016	3X2X2-1/2 GANGABLE BOXES	209-1603-47405	5.98
SUN VALLEY, INC.	124944/6	10/07/2016	4" SQ 2-OUTLET BOX COVER	209-1603-47405	2.79
SUN VALLEY, INC.	124944/6	10/07/2016	1/2 EMT CONNECTORS	209-1603-47405	1.98
SUN VALLEY, INC.	124944/6	10/07/2016	WHT RECT WALL PLATES	209-1603-47405	1.98
SUN VALLEY, INC.	124944/6	10/07/2016	3/8 FLEX CONNECTOR SPC	209-1603-47405	2.99
LYNN'S LANDSCAPE	5582	10/07/2016	COMPLETE CLEAN-UP 9TH ST FI...	209-1603-80845	623.88
MEGAHERTZ COMPUTER CONS...	95148	10/07/2016	INTERNET SERVICE	209-1603-43770	54.25
SIERRA AUTO/CARQUEST	ID-197362	10/07/2016	BATTERY	209-1603-47420	106.51
SIERRA AUTO/CARQUEST	ID-197362	10/07/2016	20 KLEENVIEW WIPERS	209-1603-47420	7.98
SIERRA AUTO/CARQUEST	ID-197362	10/07/2016	HOOD LIFT SUPPORT	209-1603-47420	47.98
XEROX CORP.	086439648	10/14/2016	BASE CHARGE/METER USAGE	209-1603-43770	308.15
PLAN B NETWORKS, INC.	15133	10/14/2016	Networking Equipment per Plan...	209-1603-47405	2,201.00
TESTON'S FREEWAY CHEVRON	17806	10/28/2016	FUEL ALL TRUCKS 09/16	209-1603-43316	131.41
Fund 209 - Fire Total:					4,184.82
Fund: 211 - Law Enforce Prot					
PREMIER UNIFORMS & TACTICA...	18881	10/07/2016	High gloss shoes/Erica Baker	211-2003-44573	47.95
PREMIER UNIFORMS & TACTICA...	18881	10/07/2016	Lincoln stain wax/Erica Baker	211-2003-44573	4.95
PREMIER UNIFORMS & TACTICA...	18881	10/07/2016	Shield belt clip badge holder/Eri...	211-2003-44573	7.95
PREMIER UNIFORMS & TACTICA...	18881	10/07/2016	Luster precleaner/Erica Baker	211-2003-44573	5.95
PREMIER UNIFORMS & TACTICA...	18881	10/07/2016	Luster finish remover/Erica Bak...	211-2003-44573	7.95
PREMIER UNIFORMS & TACTICA...	18881	10/07/2016	Luster twin cap applicator/Erica...	211-2003-44573	1.60
BANK OF AMERICA	264146	10/07/2016	Otterbox Samsung Galaxy S5 ca...	211-2003-44840	174.65
BANK OF AMERICA	612076	10/07/2016	Netgear readyNAS	211-2003-44840	500.00
PCM SALES, INC.	R09801720	10/14/2016	Dell tower	211-2003-44840	610.26

EOM AP Report

Payment Dates: 10/01/2016 - 10/31/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PCM SALES, INC.	R09801720	10/14/2016	Microsoft Office 2016	211-2003-44840	217.24
Fund 211 - Law Enforce Prot Total:					1,578.50
Fund: 214 - Lodgers Tax					
GERONIMO SPRINGS MUSEUM	092816	10/07/2016	1ST QUARTER FUNDING	214-2503-48815	875.00
VETERANS MEMORIAL TRUST B...	100616	10/07/2016	REIMBURSEMENT/LODGERS TAX	214-2503-47406	600.00
GRIFFIN & ASSOCIATES MARKET...	12052	10/07/2016	ADVERTISING/CITY	214-2503-47597	227.50
GRIFFIN & ASSOCIATES MARKET...	12052	10/07/2016	ACCOUNT MANAGEMENT	214-2503-48599	217.85
LINDMARK OUTDOOR MEDIA	1444	10/07/2016	ADVERTISING/CITY	214-2503-47597	422.42
LINDMARK OUTDOOR MEDIA	1458	10/07/2016	ADVERTISING/CITY	214-2503-47597	422.42
MAINSTREET T OR C	1701	10/07/2016	1ST QUARTER FUNDING	214-2503-48591	8,750.00
GERONIMO TRAIL SCENIC BYW...	101116	10/14/2016	MONTHLY DRAW 09/16	214-2503-48815	291.66
RUANNA WALDRUM	634	10/14/2016	ADVERTISING/TOURISM BOARD	214-2503-47597	350.00
JOHN DEERE CREDIT, INC.	1755246	10/24/2016	LEASE PAYMENT/FAIRWAY M...	214-2503-44810	950.73
LAS CRUCES PARTY DJ'S	102716	10/28/2016	DJ/CENTENNIAL EVENT	214-2503-47406	950.00
Fund 214 - Lodgers Tax Total:					14,057.58
Fund: 216 - Muni Street					
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	216-4503-43316	20.00
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	216-4503-47420	26.25
SUN VALLEY, INC.	124654/6	10/07/2016	40-2 weed eater head	216-4503-44607	43.39
SUN VALLEY, INC.	124654/6	10/07/2016	wead eater replacement spool	216-4503-44607	65.03
ROCK BOTTOM SERVICE, LLC	13078	10/07/2016	parts/ machine work	216-4503-47420	4,973.00
ROCK BOTTOM SERVICE, LLC	13078	10/07/2016	labor for turnkey 5120	216-4503-47420	3,840.00
ROCK BOTTOM SERVICE, LLC	13078	10/07/2016	freight and supplies	216-4503-47420	344.00
B & H OIL CO.	40954	10/07/2016	UNLEADED	216-4503-43316	236.26
B & H OIL CO.	40954	10/07/2016	UNLEADED	216-4503-43317	791.67
FOXWORTH-GALBRAITH	7410652	10/07/2016	expantion joint	216-4503-44607	85.72
FOXWORTH-GALBRAITH	7410652	10/07/2016	white marking paint	216-4503-44607	74.08
FOXWORTH-GALBRAITH	7410652	10/07/2016	4x8 asphalt six side	216-4503-44607	90.36
BANK OF AMERICA	976657	10/07/2016	black and dicker 22 pcs kit	216-4503-44607	19.68
BANK OF AMERICA	976657	10/07/2016	20 volt 2 tool combo set	216-4503-44607	97.00
BANK OF AMERICA	976657	10/07/2016	20 volt drill drive	216-4503-44607	48.48
BANK OF AMERICA	976657	10/07/2016	bar oil gal.	216-4503-44607	15.94
SIERRA AUTO/CARQUEST	ID-197172	10/07/2016	adapter	216-4503-47420	10.10
SIERRA AUTO/CARQUEST	ID-197589	10/07/2016	bearing	216-4503-47420	58.25
WAGNER EQUIPMENT CO.	P10C0627158	10/07/2016	throttlet cable	216-4503-47420	211.17
WAGNER EQUIPMENT CO.	P10C0628051	10/07/2016	cushion	216-4503-47420	151.74
WAGNER EQUIPMENT CO.	P10C0628051	10/07/2016	cushion	216-4503-47420	159.02
SHARE CORP.	963093	10/24/2016	3 gal. plastic sprayer	216-4503-44607	205.80
SHARE CORP.	963093	10/24/2016	concrete cure	216-4503-44607	735.00
Fund 216 - Muni Street Total:					12,301.94
Fund: 294 - State Library					
XEROX CORP.	086439658	10/14/2016	METER USAGE	294-5003-48599	5.97
Fund 294 - State Library Total:					5.97
Fund: 295 - Muni Pool					
CITY UTILITIES	093016	10/07/2016	CITY UTILITIES	295-4803-43780	1,209.58
SUN VALLEY, INC.	124618/6	10/07/2016	Plastic Stackable Patio Chairs	295-4803-44607	119.90
XEROX CORP.	086439649	10/14/2016	METER USAGE	295-4803-44607	78.01
FULL GOSPEL TABERNACLE	102616	10/28/2016	REFUND DEPOSIT/POOL	295-4803-34355	50.00
DESTINY MITCHELL	102616	10/28/2016	Lifeguard Recertification for Lu...	295-4803-42720	150.00
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	295-4803-41226	74.72
Fund 295 - Muni Pool Total:					1,682.21
Fund: 296 - PD GRT					
SIERRA VETERINARY SERVICES,L...	29399	10/14/2016	BOARDING FEES	296-2403-48599	227.85
SIERRA VETERINARY SERVICES,L...	29399	10/14/2016	ANIMAL SHELTER	296-2403-48599	10,000.00
Fund 296 - PD GRT Total:					10,227.85
Fund: 298 - PD Donations					
POSITIVE PROMOTIONS, INC	05598895	10/24/2016	Halloween celebration pack	298-2103-45607	371.72
Fund 298 - PD Donations Total:					371.72

EOM AP Report

Payment Dates: 10/01/2016 - 10/31/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 302 - Elec Construction					
NEW MEXICO FINANCE AUTHOR...	100316	10/07/2016	ELECTRICAL LOAN PAYMENT/PR...	302-4603-90905	7,219.92
NEW MEXICO FINANCE AUTHOR...	100316	10/07/2016	ELECTRICAL LOAN PAYMENT/IN...	302-4603-90910	2,527.03
NEW MEXICO FINANCE AUTHOR...	100316	10/07/2016	ELECTRICAL LOAN PAYMENT/A...	302-4603-90915	165.86
Fund 302 - Elec Construction Total:					9,912.81
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	303-4703-43775	110.76
Fund 303 - Vet Wall Total:					110.76
Fund: 305 - CI Gen					
BAE SYSTEMS	284434-SI	10/28/2016	E-MAIL SERVICE 10/16	305-6003-43815	325.73
PCM SALES, INC.	S98773020	10/28/2016	Forticare Renewal for FG200D	305-6003-43815	1,329.76
PCM SALES, INC.	S98773020	10/28/2016	Forticare Renewal for FG30D	305-6003-43815	172.10
PCM SALES, INC.	S98773020	10/28/2016	FortiCare Renewal for FWF30D	305-6003-43815	388.56
PCM SALES, INC.	S98773020	10/28/2016	Forticare Renewal for FG60D	305-6003-43815	265.25
Fund 305 - CI Gen Total:					2,481.40
Fund: 306 - CI Jt Uti					
NEW MEXICO FINANCE AUTHOR...	100316-1	10/07/2016	WATER TANK LOAN PAYMENT/...	306-6103-90905	8,829.58
NEW MEXICO FINANCE AUTHOR...	100316-1	10/07/2016	WATER TANK LOAN PAYMENT/...	306-6103-90910	1,075.44
NEW MEXICO FINANCE AUTHOR...	100316-1	10/07/2016	WATER TANK LOAN PAYMENT/...	306-6103-90915	116.17
NEW MEXICO FINANCE AUTHOR...	1003316-2	10/07/2016	LOAN PAYMENT/TORC18/PRINC...	306-6103-90905	690.58
NEW MEXICO FINANCE AUTHOR...	1003316-3	10/07/2016	LOAN PAYMENT/TORC19/PRINC...	306-6103-90905	4,840.25
NEW MEXICO FINANCE AUTHOR...	1003316-3	10/07/2016	LOAN PAYMENT/TORC19/INTE...	306-6103-90910	2,758.48
ENGINEERS INC.	160495	10/07/2016	SERVICES/WATER CONSERVATI...	306-6103-48599	2,606.66
COOPERATIVE EDUCATIONAL S...	24-057508	10/07/2016	96 GALLON TOTERS	306-6103-43825	6,413.87
NEW MEXICO FINANCE AUTHOR...	101216	10/14/2016	LOAN PAYMENT/TORC27/CIF-3...	306-6103-90905	1,536.00
Fund 306 - CI Jt Uti Total:					28,867.03
Fund: 309 - USDA WWTP					
RMCI, INC	#5	10/24/2016	CONSTRUCTION/WWTP PHASE I	309-6403-60810	276,962.95
SMITH ENGINEERING COMPANY	45948	10/24/2016	SERVICES/WWTP IMPROVE PH...	309-6403-60810	16,108.01
Fund 309 - USDA WWTP Total:					293,070.96
Fund: 403 - Pledge State					
GENERAL FUND	102416	10/28/2016	MUNI DIST PLEDGE STATE/PRIN...	403-1203-90905	18,198.50
GENERAL FUND	102416	10/28/2016	MUNI DIST PLEDGE STATE/INTE...	403-1203-90910	12,126.08
GENERAL FUND	102416	10/28/2016	MUNI DIST PLEDGE STATE/FEES	403-1203-90925	29.29
Fund 403 - Pledge State Total:					30,353.87
Fund: 501 - Cemetary					
CITY UTILITIES	093016	10/07/2016	CITY UTILITIES	501-1803-43780	148.70
Fund 501 - Cemetary Total:					148.70
Fund: 502 - Util Office - Pool					
CITY UTILITIES	093016	10/07/2016	CITY UTILITIES	502-3601-43780	310.94
CREDA	100516	10/07/2016	CREDA BILLING 10/16	502-3601-45555	128.90
B & H OIL CO.	40955	10/07/2016	UNLEADED	502-3601-43316	28.23
XEROX CORP.	084966758	10/14/2016	BASE CHARGE/METER USAGE	502-3601-44810	43.07
XEROX CORP.	086439647	10/14/2016	BASE CHARGE/METER USAGE	502-3601-44810	301.27
SIERRA VISTA HOSPITAL	1003316	10/14/2016	Collection Fee:W/WW Adminst...	502-3601-44615	25.00
POSTMASTER	101116	10/14/2016	POSTAGE	502-3601-43735	5,000.00
PURCHSE POWER	101116	10/14/2016	POSTAGE BY PHONE	502-3601-43735	616.95
XEROX CORP.	144482233	10/14/2016	RELOCATE COPIER/CITY HALL	502-3601-44810	287.84
COOPERATIVE EDUCATIONAL S...	24-055802	10/14/2016	ANNUAL TYLER SUBSCRIPTION ..	502-3601-43770	3,070.01
PITNEY BOWES INC.	3301336310	10/14/2016	LEASE MAINT/RENTAL	502-3601-47410	675.78
SOUTHWEST M.R.O., LLC	3502-1	10/14/2016	Random "DOT" Employee List	502-3601-44615	26.80
UPS	F7093X416	10/14/2016	DELIVERY SERVICE	502-3601-43735	19.26
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	502-3601-43775	593.20
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	502-3601-41226	124.92
Fund 502 - Util Office - Pool Total:					11,252.17
Fund: 503 - Electric					
TRIPLE H SOLAR, LLC	#42	10/07/2016	SERVICES/ELECTRIC DEPT	503-3702-48599	1,396.69
CITY UTILITIES	093016	10/07/2016	CITY UTILITIES	503-3702-43780	4,956.99

EOM AP Report

Payment Dates: 10/01/2016 - 10/31/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	503-3702-43316	97.00
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	503-3702-47420	115.43
SIERRA ELECTRIC CO-OP, INC.	100416	10/07/2016	MIMS CITY LIGHTS	503-3702-43780	468.82
SIERRA ELECTRIC CO-OP, INC.	100616	10/07/2016	POWER SERVICE 09/16	503-3702-50795	193,486.38
SUN VALLEY, INC.	124750/6	10/07/2016	Electric Volt/Contin Tester	503-3702-47415	131.97
SUN VALLEY, INC.	124750/6	10/07/2016	GT FBG Row Rake	503-3702-47415	33.98
SUN VALLEY, INC.	124750/6	10/07/2016	GT 5/8 X 50 Green Water Hose	503-3702-47415	42.99
SUN VALLEY, INC.	124750/6	10/07/2016	Chainsaw Chain	503-3702-47415	387.20
SUN VALLEY, INC.	124750/6	10/07/2016	24" Structo-Cast Level	503-3702-47415	21.98
SUN VALLEY, INC.	124750/6	10/07/2016	Chain Spinner	503-3702-47415	149.99
SUN VALLEY, INC.	124750/6	10/07/2016	Chain Breaker NG 5	503-3702-47415	139.99
MISCO	30754	10/07/2016	REL-D/D3 Kearney Die	503-3702-47415	276.00
MISCO	30754	10/07/2016	Freight	503-3702-47415	15.00
B & H OIL CO.	40958	10/07/2016	UNLEADED	503-3702-43316	421.22
B & H OIL CO.	40958	10/07/2016	DIESEL	503-3702-43317	584.11
BANK OF AMERICA	418198	10/07/2016	Shipping	503-3702-44615	15.36
BANK OF AMERICA	418198	10/07/2016	Distribution Transformer Hand...	503-3702-44615	227.40
SSA SOLAR OF NM 4, LLC	7296	10/07/2016	POWER SERVICE 09/16	503-3702-50795	17,619.94
SIERRA AUTO/CARQUEST	ID-197588	10/07/2016	ign switch	503-3702-47420	22.41
SIERRA AUTO/CARQUEST	ID-197840	10/07/2016	cab shock	503-3702-47420	69.99
WESTERN AREA POWER ADMIN	101116	10/14/2016	POWER SERVICE	503-3702-50795	48,417.46
ADVANCED BUILDING Solutio...	1979-38A	10/14/2016	Install/Metal Roof-Electric Build...	503-3702-80845	6,978.20
ADVANCED BUILDING Solutio...	1979-38A	10/14/2016	Tax	503-3702-80845	593.15
COOPERATIVE EDUCATIONAL S...	24-055802	10/14/2016	ANNUAL TYLER SUBSCRIPTION ...	503-3702-43770	7,675.03
DIVERSIFIED INSPECTIONS, INC.	269083	10/14/2016	Bucket Liners	503-3702-44615	150.00
DIVERSIFIED INSPECTIONS, INC.	269083	10/14/2016	Insulates Aerial Lifts/Digger Derr...	503-3702-44615	1,750.00
DIVERSIFIED INSPECTIONS, INC.	269083	10/14/2016	Live Line Tools	503-3702-44615	210.00
DIVERSIFIED INSPECTIONS, INC.	269083	10/14/2016	NM Gross Receipt Tax (7%)	503-3702-44615	154.29
TRI-STATE GENERATION & TRA...	300881	10/14/2016	POWER SERVICE 09/16	503-3702-50795	27,943.07
LAS CRUCES RADIATOR, INC.	84878	10/14/2016	hose	503-3702-47420	39.49
LAS CRUCES RADIATOR, INC.	84878	10/14/2016	radiator	503-3702-47420	905.00
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	503-3702-43775	39.94
BOAZ EASLEY	102516	10/24/2016	ADVANCED PER DIEM/RUIDOSO	503-3702-42310	204.00
CHRISTINA BRUCH	102516	10/24/2016	ADVANCED PER DIEM/RUIDOSO	503-3702-42310	204.00
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	503-3702-41226	340.27
Fund 503 - Electric Total:					316,284.74

Fund: 504 - Water

CITY UTILITIES	093016	10/07/2016	CITY UTILITIES	504-3803-43780	8,811.90
VERIZON WIRELESS	100316	10/07/2016	CELL PHONE BILLS	504-3803-43775	59.55
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	504-3803-43316	59.50
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	504-3803-47420	62.65
TAXATION AND REVENUE	100616	10/07/2016	WATER CONSERVATION FEE 09...	504-3803-43797	1,114.23
HERALD PUBLISHING CO., INC,	10235	10/07/2016	2015 Consumer Confidence Re...	504-3803-43770	478.18
SUN VALLEY, INC.	124596/6	10/07/2016	BPMR7A BYLB Spark Plug	504-3803-47415	13.96
SUN VALLEY, INC.	124596/6	10/07/2016	CMR6H BLYB Spark Plug	504-3803-47415	21.96
SUN VALLEY, INC.	124596/6	10/07/2016	Air Filter	504-3803-47415	7.67
SUN VALLEY, INC.	124932/6	10/07/2016	12" BTPI WRECKER BLADE	504-3803-47415	20.75
SUN VALLEY, INC.	124932/6	10/07/2016	8 oz 2- Cycle Oil	504-3803-47415	59.76
INTERLAB	21298/21393	10/07/2016	TKN	504-3803-47415	80.00
INTERLAB	21298/21393	10/07/2016	Chloride	504-3803-47415	26.00
INTERLAB	21298/21393	10/07/2016	Copper	504-3803-47415	50.00
INTERLAB	21298/21393	10/07/2016	TDS	504-3803-47415	30.00
INTERLAB	21298/21393	10/07/2016	Nitrate	504-3803-47415	30.00
B & H OIL CO.	40957	10/07/2016	UNLEADED	504-3803-43316	374.04
B & H OIL CO.	40957	10/07/2016	DIESEL	504-3803-43317	395.74
A/B TIRE COMPANY	4-6613	10/07/2016	225/70R19.5 hercules tires H 9...	504-3803-47420	283.62
THE WELDING SHOP	6368	10/07/2016	Materials	504-3803-47420	220.00
THE WELDING SHOP	6368	10/07/2016	Tax Labor	504-3803-47420	64.56
THE WELDING SHOP	6368	10/07/2016	Labor	504-3803-47420	700.00
SIERRA AUTO/CARQUEST	ID-196957	10/07/2016	radiator	504-3803-47420	182.40

EOM AP Report

Payment Dates: 10/01/2016 - 10/31/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	ID-198040	10/07/2016	brake shoes	504-3803-47420	96.90
SIERRA AUTO/CARQUEST	ID-198040	10/07/2016	seal	504-3803-47420	61.90
COOPERATIVE EDUCATIONAL S...	24-055802	10/14/2016	ANNUAL TYLER SUBSCRIPTION ...	504-3803-43770	7,675.03
WEX BANK	274605	10/14/2016	UNLEADED	504-3803-43316	68.60
SMITH ENGINEERING COMPANY	45856	10/14/2016	SERVICES/WATER IMPROVE PH...	504-3803-48598	944.35
THE WELDING SHOP	6371	10/14/2016	Materials 3/16" x 48" x 96"	504-3803-47420	210.00
THE WELDING SHOP	6371	10/14/2016	Labor	504-3803-47420	700.00
THE WELDING SHOP	6371	10/14/2016	Tax Labor	504-3803-47420	119.00
SIERRA COUNTY SENTINEL	8664	10/14/2016	2015 Consumer Confidence Re...	504-3803-43770	434.00
FERGUSON WATERWORKS	0284422	10/24/2016	LF 3/4 MIP X CTS STRT COUP	504-3803-47415	444.14
FERGUSON WATERWORKS	0284422	10/24/2016	4 HYMAX REP COUP 4.25- 5.63	504-3803-47415	849.00
FERGUSON WATERWORKS	0284422	10/24/2016	4PVC S40 SOC CAP	504-3803-47415	30.72
FERGUSON WATERWORKS	0284422	10/24/2016	8 CLAY X 8 CI PVC COUP	504-3803-47415	90.00
FERGUSON WATERWORKS	0284422	10/24/2016	4 SDR21 CL200 PVC GJ BLUE PIPE	504-3803-47415	204.00
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	504-3803-43775	63.87
SHARE CORP.	66	10/24/2016	Rubber in a Can	504-3803-44607	384.00
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	504-3803-41226	127.06
Fund 504 - Water Total:					25,649.04

Fund: 505 - Solid Waste

CITY UTILITIES	093016	10/07/2016	CITY UTILITIES	505-3904-43780	610.17
VERIZON WIRELESS	100316	10/07/2016	CELL PHONE BILLS	505-3904-43775	59.55
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	505-3904-43316	227.50
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	505-3904-47420	177.18
B & H OIL CO.	40952	10/07/2016	UNLEADED	505-3904-43316	459.90
B & H OIL CO.	40952	10/07/2016	DIESEL	505-3904-43317	1,824.78
BANK OF AMERICA	466893	10/07/2016	DELIVERY	505-3904-44606	1.99
BANK OF AMERICA	466893	10/07/2016	VIEW SONIC 27" BLACK 2MS H...	505-3904-44606	209.99
BANK OF AMERICA	466893	10/07/2016	G.SKILL AREA SERIES 16GB 240-...	505-3904-44606	72.99
BANK OF AMERICA	471258	10/07/2016	precleaner	505-3904-47420	237.03
RELIABLE CHEVROLET INC.	775984	10/07/2016	fuel element	505-3904-47420	87.60
CHERRILL'S WESTERN	860505	10/07/2016	Safety Boots -Korie Jankowski	505-3904-44615	115.00
SIERRA AUTO/CARQUEST	ID-197683	10/07/2016	BWP O-RING	505-3904-44607	10.20
SIERRA AUTO/CARQUEST	ID-197865	10/07/2016	Snap Link	505-3904-44607	17.34
SOUTHWESTERN EQUIPMENT ...	033186	10/14/2016	valve	505-3904-47420	351.04
SOUTHWESTERN EQUIPMENT ...	033186	10/14/2016	check valve	505-3904-47420	32.45
XEROX CORP.	086531895	10/14/2016	METER USAGE	505-3904-47420	57.50
XEROX CORP.	086531896	10/14/2016	METER USAGE	505-3904-47420	20.17
COOPERATIVE EDUCATIONAL S...	24-055802	10/14/2016	ANNUAL TYLER SUBSCRIPTION ...	505-3904-43770	7,675.03
B & H OIL CO.	40841	10/14/2016	Diesel Fuel	505-3904-43317	464.70
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	505-3904-43775	137.84
WAGNER EQUIPMENT CO.	P10C0629553	10/24/2016	cylinder	505-3904-47420	665.19
CITY UTILITIES	102516	10/28/2016	CITY LANDFILL BILLS	505-3904-34601	21,762.92
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	505-3904-41226	350.69
RUSH TRUCK CENTER OF NEW ...	3004248439	10/28/2016	MACHINE CHARGE	505-3904-47420	25.00
RUSH TRUCK CENTER OF NEW ...	3004248439	10/28/2016	RGT NON-CHLORINATED BRAKE...	505-3904-47420	3.04
RUSH TRUCK CENTER OF NEW ...	3004248439	10/28/2016	CHARGE	505-3904-47420	95.38
RUSH TRUCK CENTER OF NEW ...	3004248439	10/28/2016	LABOR CHARGE	505-3904-47420	793.80
RUSH TRUCK CENTER OF NEW ...	3004248439	10/28/2016	PRESSURE HOSE	505-3904-47420	820.20
RUSH TRUCK CENTER OF NEW ...	3004248439	10/28/2016	SHIPPING	505-3904-47420	155.00
RUSH TRUCK CENTER OF NEW ...	3004248439	10/28/2016	COOLANT-TRP ELC	505-3904-47420	118.36
RUSH TRUCK CENTER OF NEW ...	3004248439	10/28/2016	SALES TAX	505-3904-47420	185.57
RUSH TRUCK CENTER OF NEW ...	3004248439	10/28/2016	THERMOSTAT	505-3904-47420	40.62
RUSH TRUCK CENTER OF NEW ...	3004248439	10/28/2016	DEF HEATER	505-3904-47420	181.07
CHERRILL'S WESTERN	717055	10/28/2016	STEEL TOE BOOTS/DENNY JONES	505-3904-44615	110.00
CHERRILL'S WESTERN	717055	10/28/2016	STEEL TOE BOOTS/ANDY ALVAR...	505-3904-44615	150.00
CHERRILL'S WESTERN	860511	10/28/2016	WRANGLER SHIRTS/RYAN VALL...	505-3904-42620	137.94
CHERRILL'S WESTERN	860511	10/28/2016	WRANGLER SHIRTS/ANDY ALV...	505-3904-42620	137.94
CHERRILL'S WESTERN	860511	10/28/2016	WRANGLER JEANS	505-3904-42620	143.94
CHERRILL'S WESTERN	860511	10/28/2016	WRANGLER JEANS	505-3904-42620	143.94
CHERRILL'S WESTERN	860511	10/28/2016	WRANGLER SHIRTS/TINO LUNA	505-3904-42620	137.94

EOM AP Report

Payment Dates: 10/01/2016 - 10/31/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CHERRILL'S WESTERN	860511	10/28/2016	WRANGLER SHIRTS/SCOTT HU...	505-3904-42620	137.94
CHERRILL'S WESTERN	860511	10/28/2016	WRANGLER JEANS	505-3904-42620	143.94
CHERRILL'S WESTERN	860511	10/28/2016	WRANGLER JEANS	505-3904-42620	143.94
PCM SALES, INC.	598733360	10/28/2016	Dell T3620 Workstation CTO-up...	505-3904-44606	1,568.30
PCM SALES, INC.	598733360	10/28/2016	UPS GROUND	505-3904-44606	54.87
Fund 505 - Solid Waste Total:					41,057.48
Fund: 506 - WWTP					
BANK OF AMERICA	011147	10/07/2016	Winsmith Reducer Repair Kit	506-4005-43416	1,910.04
MANUFACTURERS EDGE INC	050251	10/07/2016	Goulds Mech seal	506-4005-47425	591.00
CITY UTILITIES	093016	10/07/2016	CITY UTILITIES	506-4005-43780	7,738.65
VERIZON WIRELESS	100316	10/07/2016	CELL PHONE BILLS	506-4005-43775	59.55
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	506-4005-43316	5.00
INTERNAL SERVICE FUND	1003316	10/07/2016	OIL-MAINT-SAFETY 09/16	506-4005-47420	13.79
VILLAGE OF WILLIAMSBURG	100616	10/07/2016	SEWER RECEIPTS 09/16	506-4005-48798	3,017.18
SUN VALLEY, INC.	124822/6	10/07/2016	Chemicals-High Grade Lyme	506-4005-44607	424.33
SUN VALLEY, INC.	124913/6	10/07/2016	10 pc. STD Screw Set	506-4005-43416	12.99
SUN VALLEY, INC.	124913/6	10/07/2016	3" CLR Cut Sprig Brush	506-4005-43416	37.98
SUN VALLEY, INC.	124913/6	10/07/2016	15" 12 pt.Sharptooth Saw	506-4005-43416	18.99
SUN VALLEY, INC.	124913/6	10/07/2016	MM 6"ZN Pro Utility Knife	506-4005-43416	8.58
SUN VALLEY, INC.	124913/6	10/07/2016	22 pc. Com 6 Hex-L key set	506-4005-43416	10.02
SUN VALLEY, INC.	124913/6	10/07/2016	MM 8"L Nose Pliers	506-4005-43416	25.98
SUN VALLEY, INC.	124913/6	10/07/2016	GTS-8x75 Never Kink Hose	506-4005-43416	83.98
SUN VALLEY, INC.	124913/6	10/07/2016	MM 160 Z Cury Claw Hammer	506-4005-43416	13.99
SUN VALLEY, INC.	124913/6	10/07/2016	GT Full Sz Zinc Nozzle	506-4005-43416	33.96
U.S. DISTRIBUTING, INC.	208668	10/07/2016	battery	506-4005-47420	50.01
INTERLAB	21323/21339/21394	10/07/2016	Copper	506-4005-47415	25.00
INTERLAB	21323/21339/21394	10/07/2016	TDS	506-4005-47415	15.00
INTERLAB	21323/21339/21394	10/07/2016	Chlorides	506-4005-47415	13.00
INTERLAB	21323/21339/21394	10/07/2016	Nitrates	506-4005-47415	15.00
INTERLAB	21323/21339/21394	10/07/2016	Compost MPN Method	506-4005-47415	120.00
INTERLAB	21323/21339/21394	10/07/2016	TKN	506-4005-47415	40.00
O'REILLY AUTO PARTS, INC.	318368	10/07/2016	complete fuel pump assy	506-4005-47420	232.97
B & H OIL CO.	40956	10/07/2016	UNLEADED	506-4005-43316	482.59
B & H OIL CO.	40956	10/07/2016	DIESEL	506-4005-43317	25.78
SIERRA AUTO/CARQUEST	ID-197756	10/07/2016	sensor	506-4005-47420	61.30
SIERRA AUTO/CARQUEST	ID-197756	10/07/2016	fuel line clip	506-4005-47420	4.23
SIERRA AUTO/CARQUEST	ID-197756	10/07/2016	nut	506-4005-47420	1.18
USA BLUEBOOK	072969	10/14/2016	Pipet filler	506-4005-43416	71.85
USA BLUEBOOK	072969	10/14/2016	Test Tube Brushes-Med	506-4005-43416	14.95
USA BLUEBOOK	072969	10/14/2016	Lab Sponge	506-4005-43416	37.95
USA BLUEBOOK	072969	10/14/2016	PH Buffer-PH 7	506-4005-43416	27.87
USA BLUEBOOK	072969	10/14/2016	PH Buffer-PH 4	506-4005-43416	27.87
USA BLUEBOOK	072969	10/14/2016	Beaker & Bottle Brushes	506-4005-43416	59.95
USA BLUEBOOK	072969	10/14/2016	Test Tube Brushes- LRG.	506-4005-43416	16.95
USA BLUEBOOK	072969	10/14/2016	Pipet 25 ml	506-4005-43416	153.95
USA BLUEBOOK	072969	10/14/2016	Glass Fiber Filters	506-4005-43416	133.35
USA BLUEBOOK	072969	10/14/2016	Ph Buffer-PH 10	506-4005-43416	70.38
PURE OPERATIONS, LLC	20161738	10/14/2016	Wire Pump and test for Full Loa...	506-4005-47425	2,632.91
COOPERATIVE EDUCATIONAL S...	24-055802	10/14/2016	ANNUAL TYLER SUBSCRIPTION ...	506-4005-43770	7,675.03
QUILL CORPORATION	9676975	10/14/2016	Quill Brand Steel Binder clips Sm.	506-4005-44606	4.02
QUILL CORPORATION	9676975	10/14/2016	Quill Brand Steno Pads -Doz.	506-4005-44606	13.99
QUILL CORPORATION	9676975	10/14/2016	Quill Brand Wall Mount- 3 pock...	506-4005-44606	19.99
QUILL CORPORATION	9676975	10/14/2016	Pilot Premium Retractable Pens...	506-4005-44606	29.98
QUILL CORPORATION	9676975	10/14/2016	Quill Brand 3" Ring Binder	506-4005-44606	15.38
QUILL CORPORATION	9676975	10/14/2016	Quill Brand Copy Paper	506-4005-44606	52.24
QUILL CORPORATION	9676975	10/14/2016	HP 61 Blk Ink Cartridges 2 pk	506-4005-44606	27.89
QUILL CORPORATION	9676975	10/14/2016	Post It"Sign Here" Flags	506-4005-44606	5.55
NM UTILITY OPERATOR CERTIFI...	101716	10/24/2016	CERTIFICATION RENEWAL/JESUS.	506-4005-42720	25.00
NM RURAL WATER ASSOC.	101816	10/24/2016	ANNUAL DUES	506-4005-43770	1,124.00
NM RURAL WATER ASSOC.	101816-1	10/24/2016	REGISTRATION FEE/RUBY VALLE...	506-4005-42720	225.00

EOM AP Report

Payment Dates: 10/01/2016 - 10/31/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	506-4005-43775	98.86
INTERLAB	21406	10/24/2016	TKN	506-4005-47415	280.00
INTERLAB	21406	10/24/2016	CHLORIDES	506-4005-47415	91.00
INTERLAB	21406	10/24/2016	NITRATES	506-4005-47415	105.00
INTERLAB	21406	10/24/2016	TDS	506-4005-47415	105.00
INTERLAB	21406	10/24/2016	FECAL COLIFORM	506-4005-47415	60.00
INTERLAB	21407	10/24/2016	Potable Water Test	506-4005-47415	175.00
SHARE CORP.	961571/962907	10/24/2016	Anti-seize	506-4005-44607	286.06
SHARE CORP.	961571/962907	10/24/2016	Rubber In A Can	506-4005-44607	192.00
DPC INDUSTRIES, INC.	DE7400072516	10/24/2016	DEMURRAGE/RENTAL INVOICE	506-4005-44607	275.00
AJAC ENTERPRISES INC	102416	10/28/2016	REISSUE/UTILITY REFUND	506-4005-27351	100.00
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	506-4005-41226	250.27
BARTOO SAND & GRAVEL, INC.	M22227	10/28/2016	Crane,Forklift w/operator,Cutti...	506-4005-43416	908.97
Fund 506 - WWTP Total:					30,485.28

Fund: 507 - Solid Waste Transfer Station

CITY OF LAS CRUCES	45788	10/07/2016	SOLIDWASTE DISPOSAL TRANS...	507-4203-48598	28,036.10
GORDON ENVIRONMENTAL, INC	4758	10/07/2016	SERVICES/GAS MONITORING	507-4203-80845	1,370.40
GORDON ENVIRONMENTAL, INC	4759	10/07/2016	SERVICES/GROUNDWATER MO...	507-4203-80845	928.77
GORDON ENVIRONMENTAL, INC	4769	10/07/2016	SERVICES/LANDFILL CLOSURE	507-4203-80845	18,521.38
SOUTHWEST SIGN SERVICE	10174	10/24/2016	2-2'x4' White Aluminum Signs (...)	507-4203-44607	184.00
QUILL CORPORATION	9985195/9991830	10/24/2016	QUILL EXECUTIVE DESKTOP STA...	507-4203-44606	11.19
QUILL CORPORATION	9985195/9991830	10/24/2016	AT-A-GLANCE 30/60 DAY ERASE...	507-4203-44606	26.38
QUILL CORPORATION	9985195/9991830	10/24/2016	DURACELL ALKILINE AA BATERI...	507-4203-44606	19.98
QUILL CORPORATION	9985195/9991830	10/24/2016	CARDINAL EASY OPEN CLEARVU...	507-4203-44606	0.89
QUILL CORPORATION	9985195/9991830	10/24/2016	QUILL 1" ROUND RING VIEW BI...	507-4203-44606	8.86
QUILL CORPORATION	9985195/9991830	10/24/2016	PILOT 2 PREM RETRACTABLE GE...	507-4203-44606	26.64
QUILL CORPORATION	9985195/9991830	10/24/2016	HP96 BLACK/97 TRI-COLOR ORI...	507-4203-44606	70.38
QUILL CORPORATION	9985195/9991830	10/24/2016	QUILL COPY PAPER BY THE CAR...	507-4203-44606	106.60
QUILL CORPORATION	9985195/9991830	10/24/2016	Quill Flash Drives, 8GB, 2 pack	507-4203-44606	7.09
QUILL CORPORATION	9985195/9991830	10/24/2016	DUST DESTROYER KEYBOARD C...	507-4203-44606	10.39
QUILL CORPORATION	9985195/9991830	10/24/2016	EXPO DRY ERASE ERASERS	507-4203-44606	4.26
QUILL CORPORATION	9985195/9991830	10/24/2016	QUILL WALL MOUNT LETTER SI...	507-4203-44606	7.59
QUILL CORPORATION	9985195/9991830	10/24/2016	POST-IT 1/2" PAGE MARKERS A...	507-4203-44606	5.59
QUILL CORPORATION	9985195/9991830	10/24/2016	EXPO LOW ODOR FINE TIP DRY ...	507-4203-44606	11.19
QUILL CORPORATION	9985195/9991830	10/24/2016	QUILL INVISIBLE TAPE	507-4203-44606	2.03
GORMAN INDUSTRIES, INC	50364800	10/24/2016	SCALE REFRIGERATION WIRELE...	507-4203-44607	277.78
GORDON ENVIRONMENTAL, INC	4786	10/28/2016	SERVICES/LANDFILL CLOSURE	507-4203-80845	2,564.15
GORDON ENVIRONMENTAL, INC	4795	10/28/2016	SERVICES/GROUNDWATER MO...	507-4203-80845	1,195.35
Fund 507 - Solid Waste Transfer Station Total:					53,396.99

Fund: 508 - Golf Course

CITY UTILITIES	093016	10/07/2016	CITY UTILITIES	508-4303-43780	1,212.63
TERRY TAYLOR	117	10/07/2016	CONTRACT 09/01/16-09/30/16	508-4303-48599	11,003.44
Fund 508 - Golf Course Total:					12,216.07

Fund: 509 - Muni Airport

VERIZON WIRELESS	100316	10/07/2016	CELL PHONE BILLS	509-4403-43775	59.55
B & H OIL CO.	40962	10/07/2016	UNLEADED	509-4403-43316	38.69
INDEPENDENT FEE ESTIMATES	101216	10/14/2016	IFE for Fuel Farm - Airport	509-4403-48599	1,390.00
WINDSTREAM CORPORATION	102016	10/24/2016	PHONE BILLS	509-4403-43775	413.29
SIERRA ELECTRIC CO-OP, INC.	102416-1	10/28/2016	SECURITY TRA	509-4403-43780	152.87
SIERRA ELECTRIC CO-OP, INC.	102416-2	10/28/2016	AIRPORT FUELING STATION	509-4403-43780	818.83
SIERRA ELECTRIC CO-OP, INC.	102416-3	10/28/2016	PIPPEN BUILDING	509-4403-43780	49.80
NM RETIREE HEALTH CARE	102716	10/28/2016	BENEFIT PR ENDING 09/30/16	509-4403-41226	55.32
Fund 509 - Muni Airport Total:					2,978.35

Fund: 600 - Internal Serv

SIERRA AUTO/CARQUEST	ID-197259	10/07/2016	1/4 fuel hose	600-7003-47420	17.50
SIERRA AUTO/CARQUEST	ID-197259	10/07/2016	5/16 fuel hose	600-7003-47420	17.50
Fund 600 - Internal Serv Total:					35.00

Grand Total: 1,065,192.15

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	160,684.91
201 - Corrections	1,796.00
209 - Fire	4,184.82
211 - Law Enforce Prot	1,578.50
214 - Lodgers Tax	14,057.58
216 - Muni Street	12,301.94
294 - State Library	5.97
295 - Muni Pool	1,682.21
296 - PD GRT	10,227.85
298 - PD Donations	371.72
302 - Elec Construction	9,912.81
303 - Vet Wall	110.76
305 - CI Gen	2,481.40
306 - CI Jt Uti	28,867.03
309 - USDA WWTP	293,070.96
403 - Pledge State	30,353.87
501 - Cemetary	148.70
502 - Util Office - Pool	11,252.17
503 - Electric	316,284.74
504 - Water	25,649.04
505 - Solid Waste	41,057.48
506 - WWTP	30,485.28
507 - Solid Waste Transfer Station	53,396.99
508 - Golf Course	12,216.07
509 - Muni Airport	2,978.35
600 - Internal Serv	35.00
Grand Total:	1,065,192.15

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	6,237.71
101-1000-44625	OTHER SUPPLIES-GOVERN...	60.00
101-1000-60725	GRANTS TO SUB-RECIPIE...	9,250.00
101-1001-41226	RETIREE INSURANCE-OFF...	117.60
101-1001-42305	MILEAGE REIMBURSEME...	219.93
101-1001-42310	PER DIEM-OFFICE OF CITY...	204.00
101-1001-42720	EMPLOYEE TRAINING-OFF...	180.00
101-1001-43740	PRINTING/PUBLISHING	165.06
101-1001-43770	SUBSCRIPTION & DUES	3,185.01
101-1001-43775	TELEPHONE	529.08
101-1001-44606	OFFICE SUPPLIES	474.69
101-1001-44810	EQUIPMENT & MACHINE...	419.96
101-1002-41226	RETIREE INSURANCE-MUN...	72.77
101-1002-42305	MILEAGE REIMBURSEME...	482.80
101-1002-42310	PER DIEM-MUNI COURT	292.00
101-1002-43770	SUBSCRIPTION & DUES	1,736.01
101-1002-43775	TELEPHONE	89.67
101-1002-44606	OFFICE SUPPLIES	197.11
101-1002-60576	Grant Expenses/JAF GRA...	14.99
101-1002-60840	OTHER CAP PUR/AOC/JID...	459.13
101-1003-41226	RETIREE INSURANCE-OFF...	124.64
101-1003-42310	PER DIEM-OFF CITY MAN...	152.00
101-1003-43316	GAS & OIL	157.00
101-1003-43770	SUBSCRIPTION & DUES	3,125.01
101-1003-43775	TELEPHONE	616.08
101-1003-44606	OFFICE SUPPLIES	179.00
101-1003-44810	EQUIPMENT & MACHINE...	209.26

Account Summary

Account Number	Account Name	Payment Amount
101-1003-60781	NM CLEAN & BEAUTIFUL ...	7,700.72
101-1003-60784	Grant Expenses	7,077.26
101-1004-41226	RETIREE INSURANCE-ADM...	272.86
101-1004-42305	MILEAGE REIMBURSEME...	111.52
101-1004-42310	PER DIEM-ADMIN OFFICES	204.00
101-1004-43740	PRINTING/PUBLISHING	414.89
101-1004-43770	SUBSCRIPTION & DUES	3,070.01
101-1004-43775	TELEPHONE	526.50
101-1004-44606	OFFICE SUPPLIES	196.00
101-1004-44613	NON-CAPITAL EQUIPMENT	1,407.15
101-1004-44615	SAFETY EQUIPMENT	79.29
101-1004-44810	EQUIPMENT & MACHINE...	514.36
101-1005-43775	TELEPHONE	114.53
101-1007-41226	RETIREE INSURANCE-POLI...	808.69
101-1007-42310	PER DIEM-POLICE DEPT	21.00
101-1007-43316	GAS & OIL	1,744.82
101-1007-43770	SUBSCRIPTION & DUES	3,180.01
101-1007-43775	TELEPHONE	681.15
101-1007-46732	GENERAL LIABILITY INSUR...	3,119.02
101-1007-47420	MAINTENANCE VEHICLE/...	2,018.10
101-1007-48598	PROFESSIONAL SERVICES	547.33
101-1007-48599	OTHER CONTRACTUAL SE...	36,976.34
101-1008-41226	RETIREE INSURANCE-COD...	73.42
101-1008-43316	GAS & OIL	383.44
101-1008-43775	TELEPHONE	53.51
101-1008-47420	MAINTENANCE VEH/EQUI...	17.54
101-1009-41226	RETIREE INSURANCE-MUN...	77.60
101-1009-43316	GAS & OIL	381.59
101-1009-43317	DIESEL-RECREATION	78.09
101-1009-43775	TELEPHONE	278.37
101-1009-44607	FIELD SUPPLIES-MUNI RE...	3,056.22
101-1009-44609	RECREATION SUPPLIES-M...	672.27
101-1009-47420	MAINTENANCE VEHICLE/...	978.94
101-1009-48599	OTHER CONTRACTUAL SE...	900.00
101-1010-41226	RETIREE INSURANCE-BUIL...	131.45
101-1010-42305	MILEAGE REIMBURSEME...	111.52
101-1010-42310	PER DIEM-BLDG INSPECT...	204.00
101-1010-43316	GAS & OIL	108.23
101-1010-43770	SUBSCRIPTION & DUES	1,535.00
101-1010-43775	TELEPHONE	667.72
101-1010-48555	CLEAN UP & DEMOLITION...	540.94
101-1010-48598	PROFESSIONAL SERVICES	300.00
101-1011-41226	RETIREE INSURANCE-STRE...	280.20
101-1011-43775	TELEPHONE	83.77
101-1011-44606	OFFICE SUPPLIES	166.94
101-1012-41226	RETIREE INSURANCE-FLEE...	120.48
101-1012-43316	GAS & OIL	115.33
101-1012-43770	SUBSCRIPTION & DUES	1,535.00
101-1012-43775	TELEPHONE	207.60
101-1012-44606	OFFICE SUPPLIES	244.25
101-1012-47420	MAINTENANCE-VEHICLE/...	118.48
101-1014-43316	GAS & OIL	545.57
101-1014-43403	REGULAR BUILDING MAI...	2,226.67
101-1014-43770	SUBSCRIPTION & DUES	1,535.00
101-1014-43775	TELEPHONE	394.60
101-1014-44607	FIELD SUPPLIES-FACILITY ...	1,568.14
101-1014-44615	SAFETY EQUIPMENT	150.00
101-1014-47420	MAINTENANCE-VEHICLE/...	191.33

Account Summary

Account Number	Account Name	Payment Amount
101-1016-41226	RETIREE INSURANCE-LIBR...	138.07
101-1016-43770	SUBSCRIPTION & DUES	1,574.00
101-1017-48599	OTHER CONTRACTUAL SE...	28,882.36
101-1018-43780	UTILITIES	9,967.23
101-1018-46732	GENERAL LIABILITY INSUR...	103.98
101-1099-34348	RENT OF PUBLIC FACILITIES	250.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	276.00
201-1903-48710	CARE OF PRISONERS-COR...	1,520.00
209-1603-43316	GAS & OIL	131.41
209-1603-43770	SUBSCRIPTION & DUES	362.40
209-1603-43780	UTILITIES	677.00
209-1603-47405	MAINTENANCE-BUILDING...	2,227.66
209-1603-47420	MAINTENANCE VEHICLE/...	162.47
209-1603-80845	OTHER CAPITAL PURCHAS...	623.88
211-2003-44573	UNIFORM & EQUIPMENT	76.35
211-2003-44840	EQUIPMENT & MACHINE...	1,502.15
214-2503-44810	EQUIPMENT & MACHINE...	950.73
214-2503-47406	PROMOTIONAL/ADVERTIS...	1,550.00
214-2503-47597	9% ADVERTISING/MARKET...	1,422.34
214-2503-48591	MAIN STREET CONTRACT	8,750.00
214-2503-48599	OTHER CONTRACTUAL SE...	217.85
214-2503-48815	SERVICE CONTRACTS-LO...	1,166.66
216-4503-43316	GAS & OIL	256.26
216-4503-43317	DIESEL FUEL-STREET MAI...	791.67
216-4503-44607	FIELD SUPPLIES-STREETS	1,480.48
216-4503-47420	MAINT.VEHILCE/FURN/E...	9,773.53
294-5003-48599	OTHER CONTRACTUAL SE...	5.97
295-4803-34355	POOL DEPOSIT/RENTAL	50.00
295-4803-41226	RETIREE INSURANCE-MUN...	74.72
295-4803-42720	EMPLOYEE TRAINING-M...	150.00
295-4803-43780	UTILITIES-MUNI POOL	1,209.58
295-4803-44607	FIELD SUPPLIES-MUNI PO...	197.91
296-2403-48599	OTHER CONTRACTUAL SE...	10,227.85
298-2103-45607	MISC. EXPENSES	371.72
302-4603-90905	DEBT SERVICE PRINCIPAL	7,219.92
302-4603-90910	DEBT SERVICE INTEREST	2,527.03
302-4603-90915	COMMITMENT FEES & O...	165.86
303-4703-43775	TELEPHONE	110.76
305-6003-43815	SOFTWARE LIC/SOFTWAR...	2,481.40
306-6103-43825	SW COLLECTION CTR	6,413.87
306-6103-48599	PROFESSIONAL SERVICES(...	2,606.66
306-6103-90905	DEBT SERVICE PRINCIPAL...	15,896.41
306-6103-90910	DEBT SERVICE INTEREST	3,833.92
306-6103-90915	COMMITMENTS & OTHER ...	116.17
309-6403-60810	USDA GRANT	293,070.96
403-1203-90905	DEBT SERVICE PRINCIPAL...	18,198.50
403-1203-90910	DEBT SERVICE INTEREST	12,126.08
403-1203-90925	COMMITMENTS & OTHER...	29.29
501-1803-43780	UTILITIES	148.70
502-3601-41226	RETIREE INSURANCE-UTIL...	124.92
502-3601-43316	GAS & OIL	28.23
502-3601-43735	POSTAGE & MAIL SERVICE...	5,636.21
502-3601-43770	SUBSCRIPTIONS & DUES	3,070.01
502-3601-43775	TELEPHONE	593.20
502-3601-43780	UTILITIES	310.94
502-3601-44615	SAFETY EQUIPMENT	51.80
502-3601-44810	EQUIPMENT & MACHINE	632.18
502-3601-45555	MISCELLANEOUS EXPENSE...	128.90

Account Summary

Account Number	Account Name	Payment Amount
502-3601-47410	MAINTENANCE CONTRAC...	675.78
503-3702-41226	RETIREE INSURANCE-ELEC...	340.27
503-3702-42310	PER DIEM-ELECTRIC DIVIS...	408.00
503-3702-43316	GAS & OIL	518.22
503-3702-43317	DIESEL FUEL-ELECTRIC DIV...	584.11
503-3702-43770	SUBSCRIPTION & DUES	7,675.03
503-3702-43775	TELEPHONE	39.94
503-3702-43780	UTILITIES	5,425.81
503-3702-44615	SAFETY EQUIPMENT	2,507.05
503-3702-47415	MAINTENANCE/GROUNDS..	1,199.10
503-3702-47420	MAINTENANCE-VEHICLE/...	1,152.32
503-3702-48599	OTHER CONTRACTUAL SE...	1,396.69
503-3702-50795	WHOLESALE POWER COS...	287,466.85
503-3702-80845	OTHER CATITAL PURCHAS...	7,571.35
504-3803-41226	RETIREE INSURANCE-WAT...	127.06
504-3803-43316	GAS & OIL	502.14
504-3803-43317	DIESEL-WATER DIVISION	395.74
504-3803-43770	SUBSCRIPTION/DUES	8,587.21
504-3803-43775	TELEPHONE	123.42
504-3803-43780	UTILITIES	8,811.90
504-3803-43797	WATER CONSERVATION-...	1,114.23
504-3803-44607	FIELD SUPPLIES-WATER D...	384.00
504-3803-47415	MAINTENANCE-GROUNDS..	1,957.96
504-3803-47420	MAINTENANCE-VEHICLE/...	2,701.03
504-3803-48598	PROFESSIONAL SERVICES	944.35
505-3904-34601	WASTE DISPOSAL	21,762.92
505-3904-41226	RETIREE INSURANCE-SOLI...	350.69
505-3904-42620	UNIFORM/LINEN-SOLID ...	1,127.52
505-3904-43316	GAS & OIL	687.40
505-3904-43317	DIESEL FUEL-SOLID WASTE..	2,289.48
505-3904-43770	SUBSCRIPTION & DUES	7,675.03
505-3904-43775	TELEPHONE	197.39
505-3904-43780	UTILITIES	610.17
505-3904-44606	OFFICE SUPPLIES	1,908.14
505-3904-44607	FIELD SUPPLIES-SOLID WA...	27.54
505-3904-44615	SAFETY EQUIPMENT	375.00
505-3904-47420	MAINTENANCE-VEHICLE/...	4,046.20
506-4005-27351	UNAPPLIED BALANCE	100.00
506-4005-41226	RETIREE INSURANCE-WAS...	250.27
506-4005-42720	EMPLOYEE TRAINING-WA...	250.00
506-4005-43316	GAS & OIL	487.59
506-4005-43317	DIESEL FUEL-WASTEWAT...	25.78
506-4005-43416	O & M PURCHASES-WAST...	3,680.55
506-4005-43770	SUBSCRIPTION & DUES	8,799.03
506-4005-43775	TELEPHONE	158.41
506-4005-43780	UTILITIES	7,738.65
506-4005-44606	OFFICE SUPPLIES	169.04
506-4005-44607	FIELD SUPPLIES-WASTEW...	1,177.39
506-4005-47415	MAINTENANCE-GROUNDS..	1,044.00
506-4005-47420	MAINTENANCE-VEHICLE/...	363.48
506-4005-47425	OTHER MAINTENANCE-W...	3,223.91
506-4005-48798	VILLAGE OF WILLIAMSBU...	3,017.18
507-4203-44606	OFFICE SUPPLIES	319.06
507-4203-44607	FIELD SUPPLIES	461.78
507-4203-48598	CONTRACT SERVICES-SC...	28,036.10
507-4203-80845	CAPITAL PURCHASES(LAN...	24,580.05
508-4303-43780	UTILITIES	1,212.63
508-4303-48599	OTHER CONTRACTUAL SE...	11,003.44

Account Summary

Account Number	Account Name	Payment Amount
509-4403-41226	RETIREE INSURANCE-AIR...	55.32
509-4403-43316	GAS & DIESEL	38.69
509-4403-43775	TELEPHONE	472.84
509-4403-43780	UTILITIES	1,021.50
509-4403-48599	OTHER CONTRACTUAL SE...	1,390.00
600-7003-47420	MAINTENANCE-VEHICLE/...	35.00
Grand Total:		1,065,192.15

Project Account Summary

Project Account Key	Payment Amount
None	1,065,192.15
Grand Total:	1,065,192.15



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

F.3

COMMISSION ACTION FORM

ITEM:

First Quarter Lodgers Tax Reports, FY 16/17

PURPOSE OF ACTION:

Review

BACKGROUND:

Contract requires that recipients of Lodgers Tax Grants submit a quarterly report to the City by the 15th of the month following the quarter. Reports were submitted to the Lodgers Tax Advisory Board for their review on 10/27/16.

STAFF RECOMMENDATION:

Not Applicable

SUPPORT INFORMATION:

First Quarter Reports

Name of Drafter: Linda Sparks	Department: City Manager's Office	Meeting: 11/15/16
E-mail: lsparks@torcnm.org	Phone: 575-894-6673 Ext. 320	

LODGERS' TAX RECIPIENTS**FISCAL YEAR: 2016/2017***Updated: 10/17/16*

Reports due by 15th of month following quarter.

NAME OF ORGANIZATION	ALLOTMENT	1ST QTR. REPORT		2ND QTR. REPORT		3RD QTR. REPORT		4TH QTR. REPORT	
		YES	NO	YES	NO	YES	NO	YES	NO
Chamber of Commerce	\$11,500	X	10/03						
Clint Benjamin Memorial Team Roping	\$1,500		X						
Friends of Elephant Butte LK ST PK	\$700		X						
Geronimo Springs Museum	\$10,000	X	09/26						
MainStreet Truth or Consequences	\$10,000	X	10/12						
New Mexico Old Time Fiddlers	\$1,000		X						
Sierra County Arts Council	\$3,000	X	10/13						
T or C Fiesta, Inc.	\$4,000	X	10/14						
Veterans Memorial Pk/Museum	\$4,300		X						
Geronimo Trail Scenic Byway	* \$6,000	X	10/07						
Sierra County Recreation & Tourism	* \$16,000	X	10/04						
* Coop Grant									

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

Copies to LTAB 10/27/16.

Copies to CC 11/15/16



LODGERS' TAX
QUARTERLY WORK/SPENDING REPORT

FY: 2016/17

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

THREE MONTH PERIOD OF REPORT: 07/01/16 TO 09/30/16
(mm/dd/yy) (mm/dd/yy)

PLEASE PROVIDE A DETAILED STATUS OF ACTIVITY FOR REPORTING PERIOD.

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

website work ongoing

distribution complete

Visitors Guide in reprint

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

ITEMS(S)

AMOUNT

	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
NM GRT	\$	(if applicable)
TOTAL	\$	<u>0.00</u> ✓

ANTICIPATED COMPLETION DATES OF TASKS NOTED ABOVE:

TASK

ANTICIPATED COMPLETION DATE

website

02/28/17

Visitors Guide

10/21/16

Distribution

10/10/16

SIGNATURE

575 894-2239
CONTACT PHONE NUMBER

10/02/16
DATE

26-09-16A11:23 RCVD

[illegible]

We have been planning programs, tours, and displays. However, the one invoice that we would have has not been billed to us at this time, so it will go on next quarter's activity. At that time, we will have a number of items to report. This is our slowest quarter of the year, so it is used for museum work and planning.

TOTAL \$ 0.00

51517

RECEIVED
10/12/16

THREE MONTH PERIOD OF REPORT: 07/01/16 TO 09/30/16
(mm/dd/yy) (mm/dd/yy)

No work done to this point.

Rev. 3/2015

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

FY: 2015/16

NAME OF GRANTEE: Sierra County Arts Council

13-10-16P03:48 RCVD

THREE MONTH PERIOD OF REPORT: 07/01/16 TO 09/30/16
(mm/dd/yy) (mm/dd/yy)

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

The SCAC suspended activities for the summer months of July and August. We are currently
awaiting bills for September advertising.

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

ITEMS(S)

AMOUNT

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

NM GRT \$ _____ (if applicable)

TOTAL \$ 0.00

ANTICIPATED COMPLETION DATES OF TASKS NOTED ABOVE:

TASK

ANTICIPATED COMPLETION DATE


SIGNATURE

575-894-7008
CONTACT PHONE NUMBER

10/14/16
DATE

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

RECEIVED
10/14/16

NAME OF GRANTEE: T or C Fiesta

THREE MONTH PERIOD OF REPORT: 07/01/16 TO 09/30/16
(mm/dd/yy) (mm/dd/yy)

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

No work has taken place this quarter. Fiesta will be held in May.

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

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

ANTICIPATED COMPLETION DATES OF TASKS NOTED ABOVE:

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


SIGNATURE

575-894-8948
CONTACT PHONE NUMBER

10/13/16
DATE

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

RECEIVED
10/7/16

NAME OF GRANTEE: Geronimo Trail Scenic Byway

THREE MONTH PERIOD OF REPORT: 07/01/16 TO 09/30/16
(mm/dd/yy) (mm/dd/yy)

PLEASE PROVIDE A DETAILED STATUS OF ACTIVITY FOR REPORTING PERIOD.

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

No work has been started as we do the Day Trips reprints in the spring for the 17 - 18 year, and bill for the web site work toward the end of the fiscal year.

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

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

ANTICIPATED COMPLETION DATES OF TASKS NOTED ABOVE:

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

Sabrina Miller
SIGNATURE

575-894-2255
CONTACT PHONE NUMBER

10/07/16
DATE

RECEIVED
10/4/16

THREE MONTH PERIOD OF REPORT: 07/01/16 TO 09/30/16
(mm/dd/yy) (mm/dd/yy)

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

Reprint of the "I" Brochure will be completed by May 1, 2017

\$ 1,063.02 ✓

05/01/17



G.1
+I.1

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

ITEM:

Public Hearing for the Approval of a Small Brewers License w/Patio Service, Application #1015754 for the Truth or Consequences Brewing Company located at 410 Broadway.
Renee Cantin, City Clerk-Treasurer

BACKGROUND:

The Director of Alcohol and Gaming Division has given Preliminary Approval this Liquor License. The next step is the approval required by the Local Option District (City of Truth or Consequences).

On February 9, 2016, the City Commission approved a waiver for this license because it is within 300 feet of the Methodist Church.

STAFF RECOMMENDATION:

None. Public Hearing only.

SUPPORT INFORMATION:

Application and attachments will be included under the New Business Action Item.

Submitted by: Renee Cantin

Department: City Clerk-Treasurer

Meeting date: 11/16/2016



H.1

CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

Resolution No.14 16/17, Quarterly Budget Adjustments, as listed below

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

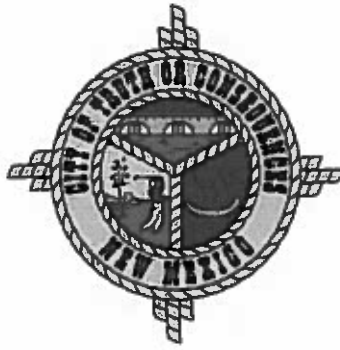
BACKGROUND: Reconciling Budget Adjustments needed for pending year end transactions as listed below.

Description	Amount	Recommendation
Increase PD GRT (Capital Outlay / 296-2403- 80845)	\$15,100.00	<u>RU2 Fast -275/375 Radar Speed Display Sign on North & South Date Street (School Zone).</u>

SUPPORT INFORMATION:

- Finance Documents as presented

Name of Drafter: Melissa Torres	Department: Finance Director	Mtg: 11/08/2016
---------------------------------	------------------------------	-----------------



RESOLUTION NO. 14-16/17

A RESOLUTION REQUESTING BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2015-2016.

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

WHEREAS, the City Commission resolve to request a budget adjustment in the 2015-2016 Fiscal Year Revenue and Expenditure Budget as per the Schedule of Budget Adjustments attached hereto and made part thereof.

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

PASSED, ADOPTED AND APPROVED this 15th day of November, 2016.

Steven Green, Mayor

ATTEST:

Reneé L. Cantin, CMC, City Clerk-Treasurer



Job: RU2 Fast 375 with solar
NM PA#60-805-15-13798

[illegible]

Quote good for 60 days

Sincerely,

John Beale

Jbeale@gadestraffic.com

303-862-1770

7100 N. Broadway #5T Denver, CO. 80221 (303) 862-1770

STATE OF NEW MEXICO COBRA Notification Form

Client Name: State of New Mexico
State Agency/LPB Code: M002
Group Rep Name: Becky Rodriguez or Paige Vest
Group Rep Telephone #: (575) 894-6673
Date Submitted: 10/06/16

Email To: SONM@easitpa.com

please complete one form per employee

[illegible][illegible]

Level: E=Employee, S=Employee plus spouse, F=Family
C=Employee plus child/children

Plan Number: #1=BCBS PPO, #2=PRES HMO, #3=BCBS HMO,
#4=Delta Dental, #5=Davis Vision

****Event Code:** 1=Reduction in Work Hours 2=Termination of Employment
3=Death of Employee 4=Voluntary Termination
5=Legal Separation or Divorce 6=Social Security Disability
7=Voluntary Termination 8=Retirement

Reason For Termination:



RU2 Fast-275/375

Radar Speed Display Sign

Casework:

- 1/8" thick welded aluminum NEMA 4 construction, rear access panel to critical components
- White powder coat paint inside and out - custom colors available
- All stainless steel hardware
- "YOUR SPEED" sign included (MUTCD compliant R2-1 profile)
- GE Lexan® shielding with a smoked, non-glare finish for easy reading even in direct sunlight
- Universal mounting brackets included; U-bolt, band or wall mount
- Weight: 25 / 57 lbs. incl. mounting hardware - on-grid application

Electronics:

- K-band single directional radar unit
- Latest generation AlInGaP high intensity LED's
- 12" or 18" Full Matrix (rounded) Characters for quick recognition
- Minimum Speed Display, High Speed Blanking & Flashing Digit Violator Alert
- Automatic intensity adjustment to ambient light conditions
- 12 VDC operation, 12 VDC or 100-277 VAC, 50/60 Hz input
- Power consumption: 5.76W Nominal, 14.88W Peak
- Keyed On/Off switch
- Single cycle ON/OFF clock
- Sign defaults to last settings upon power up
- Built in on-screen diagnostics
- On-board Options & Diagnostics
 - Radar sensitivity
 - LED Operation Diagnostics
 - LED Intensity Diagnostics
 - MPH / KPH operation
 - Battery test
 - And more...

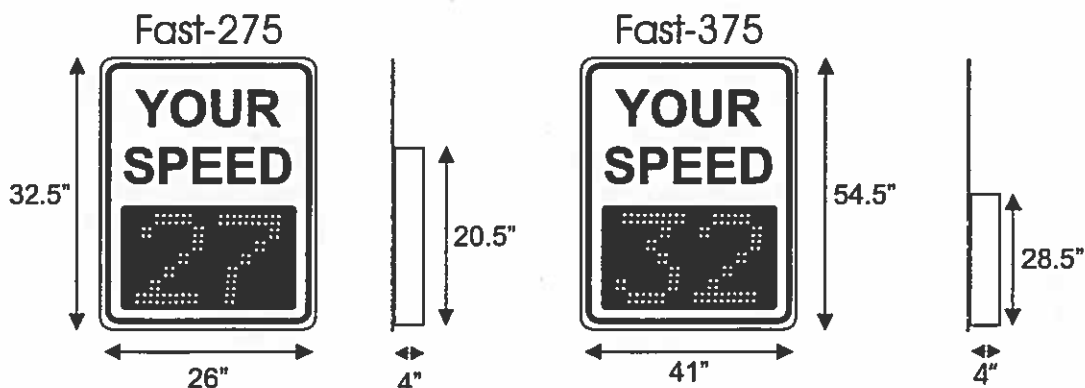


Options:

- Solar Panels, 40 to 85W typical, with mounting bracket
- Data Collection
- Various Timing Options are available
- Violator alerts*
 - "SLOW" / "SLOW DOWN"
 - Red-Blue Flashing Bars
 - White LED Flashing Strobe



* Violator alerts may be set in 1 MPH increments in any order of hierarchy or individually disabled.



Technical specifications are subject to change without notice.

WARRANTY:

RU2 Systems warrants their LED Displays for Five Years. The Radar Gun is warranted for Two years. On-site labor is not included. However, parts are repaired within five business days of receipt, and include ground-shipping expenses. Warranty does not include physical damage from misuse or vandalism.

RU2 Systems, Inc.
2631 N. Ogden Road
Mesa, AZ 85215

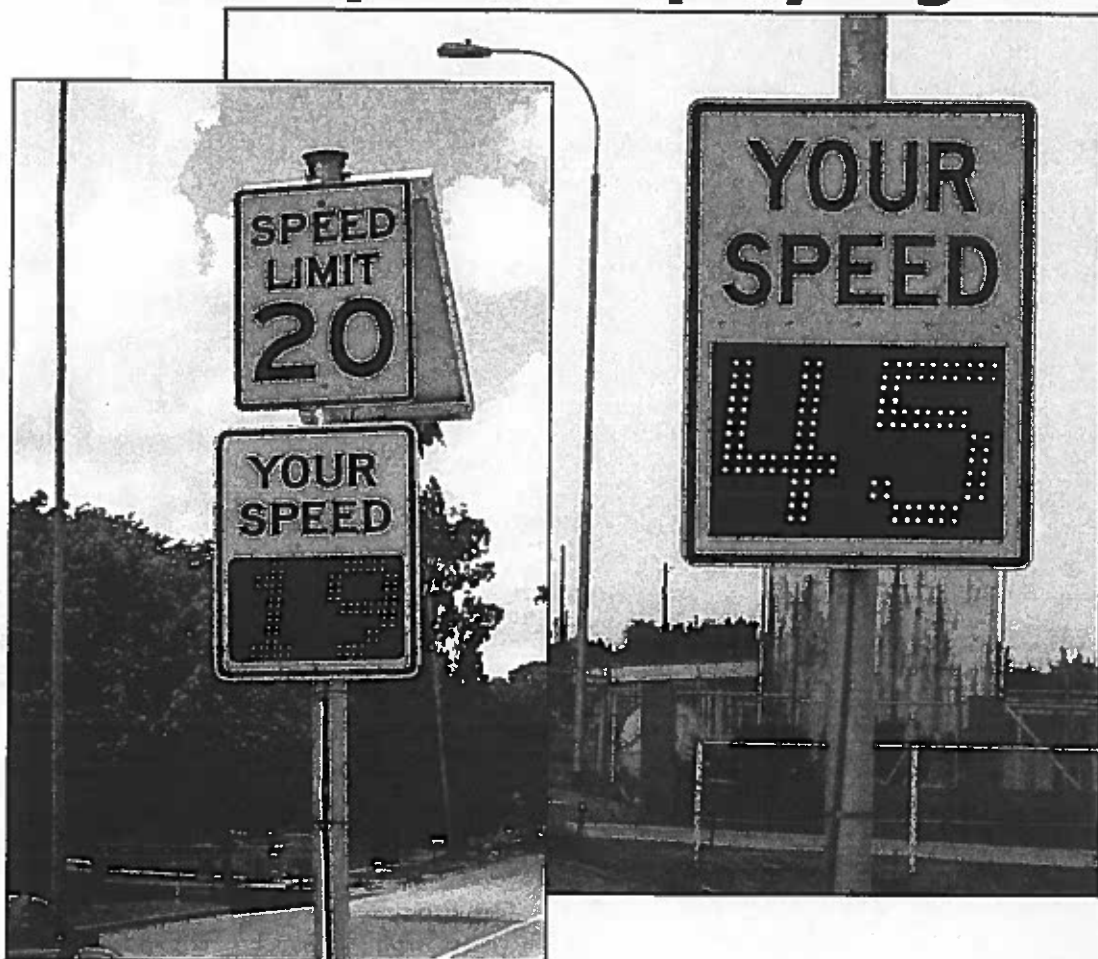
[P] 480-982-2107 [F] 480-982-5237
Toll Free 877-982-2107
www.ru2systems.com



RU2 Systems, Inc.

The Leader in Speed Display Technology

RU2 Fast-275/375 Radar Speed Display Signs



The RU2 Systems has your pole mount traffic calming needs covered with our Fast-275/375 pole mount radar speed display sign series. Faithfully modeled on the iconic R2-1 Speed Limit sign, these high intensity LED displays get the attention of oncoming drivers. The signs can be directly wired to your A/C electric service or optionally powered by a solar panel power system.

Each of these designs feature a full matrix high intensity LED display with either 12" or 18" characters. The 12" character is appropriate for slower speeds (35 MPH posted and lower) and is readable to 750 feet, the 18" above that or in visually "competitive" areas. In addition to the standard flashing digit Violator Alert, several additional Violator Alerts are available including an embedded "SLOW"/"SLOW DOWN" message and our flashing Red/Blue bars, particularly effective at night.

RU2 Systems: The Industry Leader in Speed Display Technology

2631 North Ogden Road, Mesa, AZ 85215

[P] 480-982-2107 [F] 480-982-5237

Toll Free 877-982-2107

e-mail: info@ru2systems.com www.ru2systems.com

RU2 Fast-275/375

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-15-13798

Page-6

Awarded Vendors:

(AA)

0000045699

AM Signal, Inc.
9935 Titan Park Circle
Littleton, CO 80125
720-348-6925
brooke@amsignalinc.com

(AB)

0000044213

Consolidated Traffic Controls, Inc.
1016 Enterprise Place
Arlington, TX 76001
817-265-3421
president@ctc-traffic.com

(AC)

0000056102

Econolite Control Products
DEPT LA 24173
Pasadena, CA 91185-4173
505-989-3949
apark@econolite.com

(AD)

0000105445

Gades Sales Company, Inc.
PO BOX 9003
Wichita, KS. 67277
303-862-1770
msearle@gadestraffic.com

(AE)

MO's Consulting
1016 Enterprise Place
Arlington, TX 76001
817-265-3421
mark@themosconsulting.com

(AF)

Rhythm Engineering
11228 Thompson Ave
Lenexa, KS 66219
916-227-0603
morgan.kyle@rhythmtraffic.com



H.2

CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

Resolution finding the property at 1308 Tin St. to be a dangerous and unsafe structure.

BACKGROUND:

This property has been vacant for many years and the owners have not been able to bring it up to code or keep it maintained. The neighbors have been complaining about rodents and infestation for several years. We have sent many letters to the owners with no response.

STAFF RECOMMENDATION:

To approve the resolution.

SUPPORT INFORMATION:

- Letter of Notice and Mailing Receipt
- Inspection Report
- Resolution
- Picture

Name of Drafter: Robbie Travis	Department: Building Inspector	Meeting date: 11/15/16
E-mail: rtravis@torcnm.org	Phone: 575-894-6673 Ext. 330	



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 Fax (575) 894-0363

3rd Notice

5/12/16

CERTIFIED MAIL

Bobbie Jo and Shirley Hanna
713 Locust
T. or C. N.M. 87901

TO WHOM IT MAY CONCERN:

The property listed below is in violation of the Zoning and Building Codes of the City Code of Ordinances.

LOCATION: 1308 Tin St. T.or C. N.M. 87901

LEGAL DESCRIPTION: Currey Laiminger Block 12 Lot 8

**VIOLATION: 1. Article IV, Section 4-226 to 4-235 Dangerous Building Violation of City Code
2. Article VII, Section 6-71 to 6-84 Weeds, Alleys, Junk, Trash and Refuse**

ACTION REQUIRED TO ABATE VIOLATION:

1. Repair Buildings and or Structures and bring up to code or,
2. Demolish Buildings and or Structures and Dispose of properly.
3. Cut and Cleanup all Weeds/Vegetation Over 12" and all Junk, Trash and Refuse

We respectfully request that you take action to abate the listed violations within fifteen (15) days of receipt of this notice, or the City of Truth or Consequences must exercise its legal responsibility to enforce the code. You will receive no further notification.

If you have any questions, please do not hesitate to contact me at **575- 894-6673 ext. 330.**

Sincerely,

Robbie Travis
Building Inspector

7015 0640 0007 3211 0902

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
 \$ _____

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

Postage
 \$ _____

Total Postage and Fees
 \$ _____

Sent To Bobbie Jo & Shirley Hanna
 Street and Apt. No., or PO Box No. 713 Locust
 City, State, ZIP+4® T. or C. NM. 877901

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Bobbie Jo & Shirley Hanna
713 Locust
T. or C. NM. 877901

2. Article Number (Transfer from service label)
7015 0640 0007 3211 0902

9590 9402 1217 5246 3831 70

COMPLETE THIS SECTION ON DELIVERY

A. Signature
Bobbie Hanna ☐ Agent ☐ Addressee

B. Received by (Printed Name) Bobbie Hanna C. Date of Delivery 5/14/16

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below: _____

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Registered Mail Restricted Delivery	



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 Fax (575) 894-0363

10/20/16

Inspection Report on 1308 Tin St.

1. Doors and windows are unsecured and do not meet egress or conform to the New Mexico building or fire codes as adopted by the authority having jurisdiction relating to the requirements for existing buildings.
2. The walking surface of aisle, passageway, exit or other means of egress is unsafe.
3. The building has deteriorated to such an extent that it is likely to partially or completely collapse, or become detached or dislodged.
4. The building is neglected, damaged, unsecured and abandoned so as to be an attractive nuisance to children and becomes a harbor for vagrants.
5. The structure and surrounding junk and debris presents a substantial fire risk.
6. The structure cannot be used for dwelling purposes because of inadequate maintenance, dilapidation, decay, and damage.
7. The structure is unfit for habitation because of inadequate light, ventilation, and unsanitary plumbing and mechanical conditions.

Robbie Travis

Building Inspector



RESOLUTION NO. 15-16/17

A RESOLUTION FINDING THE PROPERTY AT 1308 TIN STREET, TRUTH OR CONSEQUENCES, NM, TO BE A DANGEROUS AND UNSAFE STRUCTURE AND AUTHORIZING DEMOLITION.

WHEREAS, the City of Truth or Consequences wishes to pursue the removal of dangerous and unsafe structures within the City, and;

WHEREAS, pursuant to City Code Chapter 4, Article IV Section 4-226 through 4-235 regarding dangerous and unsafe structures, City administration has identified the structure located in the Currey Lamiminger, Block 12, Lot 8 otherwise known as 1308 Tin Street to be a dangerous building. The violations include, but are not necessarily limited to, those items listed in the 10/20/16 Inspection Report, a copy of which is attached hereto as Exhibit 1.

WHEREAS, the City has followed all of the required procedures as follows:

1. Certified letters were sent stating the violation and action to be taken by the owner(s).
2. The certified letters were duly sent to all those known to have an interest in the property. The certified letters were claimed.
3. The owners were allowed 15 days from receipt of the letter to take action.
4. As no action had been taken after 15 days, the property was posted with a condemnation notice.
5. Commission action is now needed to approve the demolition of the structure(s), and;

WHEREAS, the City has followed all of the required procedures for notification as described in City Code for the removal of the structure(s).

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

The City of Truth or Consequences through its Governing Body agrees to direct staff to take all actions necessary to implement the removal of structure(s) at 1308 Tin Street, Truth or Consequences NM.

The City may also claim and record a lien for the reasonable cost of removal of the structure(s) and related materials, and associated legal fees plus interest.

Any entity who can establish an ownership interest in the above-described premises has the right to file an objection to this Resolution with the City Clerk's office located at 505 Sims, Truth or Consequences, NM. Said objection must be filed within ten (10) days of the Resolution being served upon those claiming an interest, or if no such person can be found, then ten (10) days from the date of publication. A copy of the Resolution shall also be posted on the premises. If a timely objection is filed, the City Commission will schedule a hearing to decide the merits of the objection.

PASSED, APPROVED AND ADOPTED THIS 15TH DAY OF November, 2016.

CITY OF TRUTH OR CONSEQUENCES

By _____
Steve Green, Mayor

ATTEST:

Renee Cantin City Clerk





H.3

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

ITEM:

Resolution 19 16/17 finding the property at 612 E. 2nd St. to be a dangerous and unsafe structure.

BACKGROUND:

This property has been vacant for the last several years and the owners have not been able to bring it up to code or keep it maintained. The neighbors have been complaining about the property, that it is a nuisance and vagrants are going in and out and had to call the Police to secure the property. We have sent two letters to the owners that they did sign for, but have not made any improvements or contacted us.

STAFF RECOMMENDATION:

To approve Resolution 19 16/17

SUPPORT INFORMATION:

- Letter of Notice and Mailing Receipt
- Inspection Report
- Resolution
- Picture

Name of Drafter: Robbie Travis	Department: Building Inspector	Meeting date: 11/15/16
E-mail: rtravis@torcnm.org	Phone: 575-894-6673 Ext. 330	



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 Fax (575) 894-0363

2ND NOTICE

8/9/16

Warren and Annette Hardin
1812 Standpipe Rd.
Carlsbad N.M. 88220

CERTIFIED MAIL

TO WHOM IT MAY CONCERN:

The property listed below is in violation of the Zoning and Building Codes of the City Code of Ordinances.

LOCATION: 612 E. 2ND St. T.or C. N.M. 87901

LEGAL DESCRIPTION: La Vista Addition Block 3 Lot 8100 Sq. Ft. in SE4

VIOLATION: 1. Article IV, Section 4-226 to 4-235 Dangerous Building Violation of City Code

ACTION REQUIRED TO ABATE VIOLATION:

1. Repair Buildings and or Structures and bring up to code or,
2. Demolish Buildings and or Structures and Dispose of properly.

We respectfully request that you take action to abate the listed violations within fifteen (15) days of receipt of this notice, or the City of Truth or Consequences must exercise its legal responsibility to enforce the code. You will receive no further notification.

If you have any questions, please do not hesitate to contact me at 575- 894-6673 ext. 330.

Sincerely,

Robbie Travis
Building Inspector



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 Fax (575) 894-0363

11/2/16

Inspection Report on 612 E. 2ND St.

1. Doors and windows are unsecured and do not meet egress or conform to the New Mexico building or fire codes as adopted by the authority having jurisdiction relating to the requirements for existing buildings.
2. The walking surface of aisle, passageway, exit or other means of egress is unsafe.
3. The building has deteriorated and has been neglected and abandoned.
4. The building is neglected, damaged, unsecured and abandoned so as to be an attractive nuisance to children and becomes a harbor for vagrants.
5. The structure and surrounding junk and debris presents a substantial fire risk.
6. The structure cannot be used for dwelling purposes because of inadequate maintenance, dilapidation, decay, and damage.
7. The structure is unfit for habitation because of inadequate light, ventilation, and unsanitary plumbing and mechanical conditions.

Robbie Travis


Building Inspector



RESOLUTION NO. 19 16/17

A RESOLUTION FINDING THE PROPERTY AT 612 E. 2ND STREET, TRUTH OR CONSEQUENCES, NM, TO BE A DANGEROUS AND UNSAFE STRUCTURE AND AUTHORIZING DEMOLITION.

WHEREAS, the City of Truth or Consequences wishes to pursue the removal of dangerous and unsafe structures within the City, and;

WHEREAS, pursuant to City Code Chapter 4, Article IV Section 4-226 through 4-235 regarding dangerous and unsafe structures, City administration has identified the structure located in the La Vista Addition. Block 3, Lot 8100 sq.ft.in SE4 otherwise known as 612 E. 2ND Street to be a dangerous building. The violations include, but are not necessarily limited to, those items listed in the 11/2/16 Inspection Report, a copy of which is attached hereto as Exhibit 1.

WHEREAS, the City has followed all of the required procedures as follows:

1. Certified letters were sent stating the violation and action to be taken by the owner(s).
2. The certified letters were duly sent to all those known to have an interest in the property. The certified letters were claimed.
3. The owners were allowed 15 days from receipt of the letter to take action.
4. As no action had been taken after 15 days, the property was posted with a condemnation notice.
5. Commission action is now needed to approve the demolition of the structure(s), and;

WHEREAS, the City has followed all of the required procedures for notification as described in City Code for the removal of the structure(s).

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

The City of Truth or Consequences through its Governing Body agrees to direct staff to take all actions necessary to implement the removal of structure(s) at 612 E. 2nd Street, Truth or Consequences NM.

The City may also claim and record a lien for the reasonable cost of removal of the structure(s) and related materials, and associated legal fees plus interest.

Any entity who can establish an ownership interest in the above-described premises has the right to file an objection to this Resolution with the City Clerk's office located at 505 Sims, Truth or Consequences, NM. Said objection must be filed within ten (10) days of the Resolution being served upon those claiming an interest, or if no such person can be found, then ten (10) days from the date of publication. A copy of the Resolution shall also be posted on the premises. If a timely objection is filed, the City Commission will schedule a hearing to decide the merits of the objection.

PASSED, APPROVED AND ADOPTED THIS 15th DAY OF November , 2016.

CITY OF TRUTH OR CONSEQUENCES

By _____
Steve Green, Mayor

ATTEST:

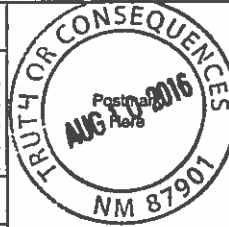
Renee Cantin City Clerk

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
 \$ _____
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$ _____
☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____
 Postage
 \$ _____
 Total Postage and Fees
 \$ _____



Sent To Warren & Annette Hardin
 Street and Apt. No. or PO Box No. 1812 Standpipe Rd.
 City, State, ZIP+4® Carlsbad NM 88220

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Warren & Annette Hardin
1812 Standpipe Rd.
Carlsbad NM 88220



9590 9402 1217 5246 3830 57

2. Article Number (Transfer from service label)

7015 0640 0007 3211 1022

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature]

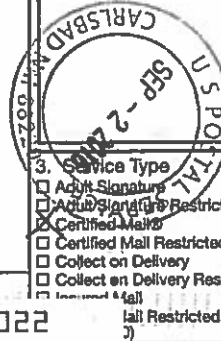
☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No



3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured & Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt





H.4

CITY OF TRUTH OR CONSEQUENCES

COMMISSION DISCUSSION/ACTION FORM

ITEM:

TO ACCEPT AND APPROVE: RESOLUTION NO. 16 16/17 APPROVING A GRANT WITH THE NMFA FOR THE WATER CONSERVATION PLAN; THE PLANNING GRANT AGREEMENT AND CERTIFICATE OF GRANTEE

BACKGROUND:

On March 24th, 2015, the City Commission passed and approved resolution 31-14/15 approving submission of a completed Planning Grant Application to the NMFA for a Water Conservation Plan. On April 28th the NMFA Board of Directors met and approved the application. Planning Grant Funding was approved at 100% up to \$50,000.00 for the completion of a Water Conservation Plan. On September 29, 2015 the City Commission entered into an agreement with Engineers Inc. for the completion of a Water Conservation Plan. On December 15th a public hearing was held to update the public and the Commission and receive input and suggestion on the contents of the water conservation plan.

The Water Conservation Plan was created using Planning Guide Technical Report 53 provided by the NM Office of the State Engineer, utility data collection, results and analysis, water conservation goals, public involvement, AWWA audit and GPDC calculator, and education and outreach goals suggested and agreed to by Commissioners and PUAB Members. Draft copies were provided to the Commission and PUAB Members and comments and suggestions were discussed and integrated into the plan. Final comments and suggestions from the Commissioners and PUAB Members were in received by the end of February and a Final Draft was submitted to OSE for approval in March. On July 27th OSE approved the Water Conservation Plan and on August 23rd the City Commission accepted and approved the Water Conservation Plan. Final approved copy provided electronically by request. This action is required by NMFA for closing and release of grant funds.

SUPPORT INFORMATION:

- NMFA Planning Grant Award Letter
- Resolution No. 16 16/17
- Planning Grant Agreement
- Certificate of Grantee

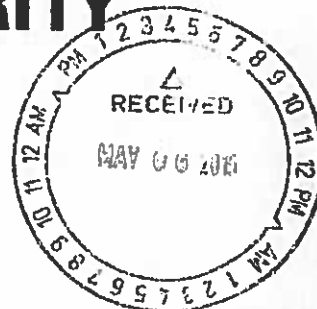
STAFF RECOMMENDATION:

- Accept and Approve the NMFA Grant Closing Documents

Name of Drafter: Traci Burnette	Department: Community Development.	Meeting date: 11-15-2016
E-mail: tburnette@torcnm.org	Phone: 575-894-6673 ext. 353	Presenter: Traci Burnette



NEW MEXICO FINANCE AUTHORITY



April 28, 2015
Mr. Juan Fuentes
Truth or Consequences, City of
505 Sims Street
Truth or Consequences, NM 87901

RE: Truth or Consequences, City of
NMFA Project #3313-PG
Water Conservation Plan (WCP)

Dear Juan:

The Board of Directors of the New Mexico Finance Authority ("NMFA") met on April 23, 2015 to review Truth or Consequences application. The City received conditional approval by NMFA for a Local Government Planning Fund grant for 100% of the cost of their WCP, not to exceed \$50,000 to complete the plan. This is the only written documentation or confirmation you will receive from the NMFA before the closing process is initiated within the year deadline of April 23, 2016.

The planning fund grant is conditional upon the completion of the following Readiness to Proceed items. In most cases, the entity will have a 12-month binding commitment from the date of approval to close on its grant. Certain thresholds shall be required to be met within the first 5 months:

1. Approval of consultant by the designated agency;
2. Approval of contract and scope of plan by the designated agency;
3. Evidence of local match, if applicable, by NMFA;
4. Any additional information requested by NMFA; and
5. Grant documents shall conform to NMFA standard forms and policies.

Upon receiving this award letter, the entity will be required to collaborate and obtain written approval from Dr. Richard Rose of the State Engineer's Office. He may be reached at (505) 827-6185.

After the designated agency has issued a written approval of the planning document, the closing process is initiated by NMFA legal counsel. Closing instructions including the grant will be sent to the entity. Once all documentation has been returned to the Senior Planning Grant

DISTRIBUTED

LISA / JAP / BS / Jesus / Tracy / Clerk 5-6-15



NEW MEXICO
FINANCE AUTHORITY

Administrator, reviewed and approved by NMFA, reimbursement may then be sought by the entity.

If you have any questions or need further assistance, please contact me at our toll free number 1-(877) 275-6632 or (505) 984-1454.

Sincerely,

Jim L. Perry
Senior Planning Grant Administrator

JP

**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. 16 16/17 OF THE CITY COMMISSIONERS
TRUTH OR CONSEQUENCES, NOVEMBER 15, 2016**

STATE OF NEW MEXICO)
) ss.
COUNTY OF SIERRA)

The City Commission (the "Governing Body") of the City of Truth or Consequences (the "Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, being the meeting place of the Governing Body for the meeting held on the 15th day of November at the hour of 6:00 p.m. Upon roll call, the following members and officers were found to be present:

Present:

Absent:

Also Present:

Thereupon, there was officially filed with the City Clerk a copy of a proposed Resolution in final form, as follows:

CITY OF TRUTH OR CONSEQUENCES
RESOLUTION NO. 16 16/17

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND CITY OF TRUTH OR CONSEQUENCES (THE "GRANTEE"), IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000) EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF WATER CONSERVATION PLAN, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH [OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

WHEREAS, the Grantee is a political subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended, under the laws of the State of New Mexico; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules Governing the Local Government Planning Fund and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing

Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the Finance Authority or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Resolution and the form of the Grant Agreement which is incorporated by reference and made a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated December 2, 2016.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

Section 3. Authorization of the Project and the Grant Agreement. The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

Section 4. Findings. The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

- A. The Project is needed to address drought and conservation.
- B. The costs of the Project are beyond the local control and resources of the Grantee.
- C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant, and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of a majority of a quorum of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of Fifty Thousand Dollars (\$50,000) to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of Fifty Thousand Dollars (\$50,000).

Section 6. Approval of Grant Agreement. The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

Section 7. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the Finance Authority and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit "C" to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any

balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. Finance Authority Not Responsible. The Finance Authority shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee's in connection with use of the Project.

Section 8. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

Section 9. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 10. Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

Section 11. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. Repealer Clause. All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 13. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

[Remainder of page intentionally left blank.]

Section 14. Execution of Agreements. The City of Truth or Consequences through its Governing Body agrees to authorize and execute all such agreements with the Finance Authority as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS 15th DAY OF NOVEMBER, 2016.

CITY OF TRUTH OR CONSEQUENCES

By _____
Steven Green, Mayor

[SEAL]

ATTEST:

By _____
Renee K. Cantin, City Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt said Resolution, upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ () members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the City Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on motion duly made, seconded and carried, was adjourned.

[Signature page follows.]

CITY OF TRUTH OR CONSEQUENCES

By _____
Steven Green, Mayor

[SEAL]

ATTEST:

By _____
Renee K. Cantin, City Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO)
) ss.
COUNTY OF SIERRA)

I, Renee L. Cantin, the duly qualified and acting City Clerk of the City of Truth or Consequences (the "Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission of the Grantee constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, on November 15, 2016 at the hour of 6:00 p.m., insofar as the same relate to the adoption of Resolution No. 16 16/17 and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings has been rescinded, repealed or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including, Grantee's Open Meetings Resolution No. 01 16/17 dated July 26, 2016 and presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of December, 2016.

CITY OF TRUTH OR CONSEQUENCES

By _____
Renee L. Cantin, City Clerk

[SEAL]

EXHIBIT "A"

Notice of Meeting

\$50,000

PLANNING GRANT AGREEMENT

dated

December 2, 2016

by and between

NEW MEXICO FINANCE AUTHORITY

and

CITY OF TRUTH OR CONSEQUENCES

PLANNING GRANT AGREEMENT

THIS PLANNING GRANT AGREEMENT (the "Grant agreement"), dated December 2, 2016, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority") and the CITY OF TRUTH OR CONSEQUENCES (the "Grantee").

WITNESSETH:

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State of New Mexico (the "State"), constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978 §§ 6-21-1 through 6-21-31, as amended, (the "New Mexico Finance Authority Act"); and

WHEREAS, NMSA 1978, § 6-21-6.4, as amended, creates the Local Government Planning Fund to be administered by the Finance Authority to make Grants to qualified entities to evaluate and to estimate the costs of implementing the most feasible alternatives for meeting water and/or wastewater public project needs, and pay administrative costs of the local government planning fund program; and

WHEREAS, Grantee is a political subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Grantee has applied to the Finance Authority for Planning Grant (as defined below) funding and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the Finance Authority and accept a grant in the amount of Fifty Thousand Dollars (\$50,000) from the Finance Authority to carry out the Project, as more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and the Planning Documents must be completed within one (1) year from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grantee shall report at least semi-annually to the Finance Authority on the status of the water project identified in the Planning Document consisting of a water conservation plan; and

WHEREAS, the Grantee is prepared to perform all its obligations and to observe and obey all restrictions on the use of the Grant set forth in this Grant Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree:

ARTICLE I: DEFINITIONS

As used in this Agreement, including the foregoing recitals, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Agreement Term” means the term of this Grant Agreement as provided under Article III of this Grant Agreement.

“Authorized Officers” means in the case of the Grantee the any one or more of the Mayor, City Manager and City Clerk thereof, and in the case of the Finance Authority the Chairperson, Vice-Chairperson and Secretary of the Board of Directors and the Chief Executive Officer, or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Closing Date” means the date of execution, delivery and funding of this Grant Agreement.

“Event of Default” means one or more events of default as defined in Article IX of this Grant Agreement.

“Finance Authority” means the New Mexico Finance Authority.

“Force Majeure” means any act of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, lockouts or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party’s control.

“Governing Body” means the City Commission of the Grantee, or any future governing body of the Grantee.

“Grant or Grant Amount” means the sum of Fifty Thousand Dollars (\$50,000).

“Grant Account” means the account in the name of the Grantee established pursuant to this Grant Agreement and held by the Finance Authority for deposit of the Grant Amount for disbursal to the Grantee for payment of the costs of the Project.

“Grant Agreement” means this grant agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

“Grantee” means the City of Truth or Consequences, Sierra County, New Mexico.

"Herein," "hereby," "hereunder," "hereof," "hereinabove," "hereafter" and similar words refer to this entire Grant Agreement and not solely to the particular section or paragraph of this Grant Agreement in which such word is used.

"Local Government Planning Fund" means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

"Local Match" means \$0.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

"Planning Document" means a written document in the form of a water conservation plan, created for the purpose of evaluating and estimating the costs of alternatives to meet the Grantee's public project needs, namely setting water conservation goals, public education and outreach, and developing a program that includes the American Water Works Association audit.

"Planning Grant" or "Grant" means the amount provided to the Grantee pursuant to the Grant Agreement for the purpose of funding the Project, and is equal to the Grant Amount.

"Policy" or "Policies" means the New Mexico Finance Authority Local Government Planning Fund Project Management Policies.

"Project" means the preparation of the Planning Document as more particularly described in Exhibit "A" hereto.

"Resolution" means the Grantee's Resolution No. 16 16/17 adopted on November 15, 2016, authorizing the Grantee's acceptance of the terms and conditions of this Grant Agreement.

"Rules" mean the Rules governing the Local Government Planning Fund as adopted by the Board of Directors of the Finance Authority, as amended and supplemented from time to time.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants of the Grantee. The Grantee represents, warrants and covenants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Grantee contained in this Grant Agreement and the Resolution shall be deemed to be the covenants, stipulations, obligations and agreements of the Grantee to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Grantee and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreement

shall be transferred by or in accordance with law. Except as otherwise provided in this Grant Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Grantee by the provisions of this Grant Agreement and the Resolution shall be exercised or performed by the Grantee or by such residents, officers, or officials of the Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Grant Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Grantee or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer executing this Grant Agreement shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Grant Agreement. The Grantee is a political subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within one (1) year of the Closing Date or shall forfeit the full amount of the Grant.

(e) Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Grantee.

(f) Completion of Project. The Project will consist of the preparation of the Planning Document to address setting water conservation goals, public education and outreach, and developing a program that includes the American Water Works Association audit, and will be completed so as to comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds. If requested by the Finance Authority, the Grantee will allow the Office of the State Engineer, the New Mexico Environment Department or other appropriate agency of the State, or the Finance Authority to assist with completion of the Project and to review the

Project as completed to assure compliance with applicable laws, rules and regulations of the State. The completed Planning Document must be in a form acceptable to and approved by the Finance Authority, in its sole discretion.

(g) Necessity of Project. The completion of the Project under the terms and conditions provided in this Grant Agreement is necessary, convenient and in furtherance of the governmental purposes of the Grantee and is in the best interest of the Grantee and the public it serves.

(h) Legal, Valid and Binding Obligation. The Grantee has taken all required action necessary to authorize the execution and delivery of this Grant Agreement and this Grant Agreement constitutes a legal agreement of the Grantee enforceable in accordance with its terms.

(i) Benefit to Grantee. The Project will at all times be used for the purpose of benefiting the Grantee and the public it serves as a whole.

(j) Grant Amount Does Not Exceed Project Cost. The Grant Amount as provided herein does not exceed the cost of the Project.

(k) No Breach or Default Caused by Grant Agreement. Neither the execution and delivery of this Grant Agreement, nor the fulfillment of or compliance with the terms and conditions in this Grant Agreement, nor the consummation of the transactions contemplated herein conflicts with or results in a breach of any terms, conditions or provisions of, or any restrictions contained in, any agreement or instrument to which the Grantee is a party or by which the Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

(m) No Litigation. To the best knowledge of the Grantee, no litigation or proceeding is pending or threatened against the Grantee or any other person affecting the right of the Grantee to execute this Grant Agreement or to comply with its obligations under this Grant Agreement. Neither the execution of this Grant Agreement by the Grantee nor compliance by the Grantee with the obligations hereunder requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) Occurrence of Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Grant Agreement, would constitute an Event of Default on the part of the Grantee hereunder.

(o) Grantee's Existence. The Grantee will maintain its legal identity and existence for the Agreement Term, unless another political subdivision by operation of law succeeds to the liabilities, rights, and duties of the Grantee without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(p) Reports to Finance Authority. The Grantee shall report at least semi-annually to the Finance Authority on the status of the Planning Document.

(q) Records. The Grantee shall properly maintain separate project accounts in accordance with generally accepted accounting principles and conduct an annual audit or review of the Grantee's financial records related to the Project.

Section 2.2. Representations, Warranties and Covenants of the Finance Authority. The Finance Authority represents, warrants and covenants as follows:

(a) The Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Grant Agreement and, by proper action, has duly authorized the execution and delivery of this Grant Agreement.

(b) This Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III: AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: a determination by the Finance Authority that (a) the Grantee is unable to proceed with the Project for the foreseeable future or has failed to commence the Project in a reasonably timely manner, (b) the Grant or any portion thereof is not necessary for the Project (in which case the Grant Amount may be modified by the Finance Authority) or (c) the Grantee has failed to utilize the Planning Grant to complete the Planning Document within one year of the Closing Date.

ARTICLE IV: GRANT; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the amount shown on Exhibit "A" into the Grant Account to be disbursed by the Finance Authority pursuant to Section 6.2 of this Grant Agreement at the direction of the Grantee, as needed by the Grantee to acquire and complete the Project.

ARTICLE V: GRANT TO THE GRANTEE

Section 5.1. Grant to the Grantee. The Finance Authority hereby grants and the Grantee hereby accepts an amount equal to the Grant Amount. The Finance Authority shall establish and maintain, on behalf of the Grantee, a Grant Account, which Grant Account shall be kept separate and apart from all other accounts of the Finance Authority. The Grantee hereby

pledges to the Finance Authority all its rights, title and interest in the funds held in the Grant Account for the purpose of securing the Grantee's obligations under this Grant Agreement. Funds in the Grant Account shall be disbursed as provided in Sections 6.2 and 6.3 hereof.

Section 5.2. No General Obligation. No provision of this Grant Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.3. Investment of Moneys in Grant Account. Money on deposit in the Grant Account may be invested by the Finance Authority for the credit of the Local Government Planning Fund.

ARTICLE VI: THE PROJECT

Section 6.1. Agreement to Acquire and Complete the Project. The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within one (1) year of the Closing Date.

Section 6.2. Disbursements from the Grant Account. So long as no Event of Default shall occur, the Finance Authority shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the Finance Authority in its sole discretion, upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee's project architect, engineer, or other such authorized representative of the Grantee acceptable to the Finance Authority that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the Finance Authority, in its sole discretion, may request in connection with the approval of the Grantee's disbursement requests made hereunder. No disbursement from the Grant Account may be made without receipt of evidence of the Local Match.

Section 6.3. Determination of Eligibility as condition Precedent to Disbursement. Prior to the disbursement of the Grant Amount or any portion thereof, the Finance Authority shall have determined that the Grantee has met the readiness to proceed requirements established for the Grant by the Finance Authority and no Event of Default shall have occurred. No disbursement shall be made from the Grant Account except upon a determination by the Finance Authority that such disbursement is for payment of Project expenses, and that the disbursement does not exceed any limitation upon the amount payable.

Section 6.4. Reimbursement for Prior Expenditures. The Finance Authority, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred after the Finance Authority Board of Directors approved the grant on April 23, 2015.

Section 6.5. Completion of Disbursement of Grant Funds. Upon completion of disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit "C", to the Finance Authority stating that, to the best of the Authorized Officer's knowledge the Project has been completed and the entire Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the Finance Authority may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

ARTICLE VII: COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1. Further Assurances and Corrective Instruments. The Finance Authority and the Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the terms and intention hereof.

Section 7.2. Finance Authority and Grantee Representatives. Whenever under the provisions of this Grant Agreement the approval of the Finance Authority or the Grantee is required, or the Grantee or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Grantee by an Authorized Officer of the Finance Authority or the Grantee, as the case may be, and any party hereto shall be authorized to act or rely on any such approval or request.

Section 7.3. Requirements of Law. During the Agreement Term, the Grantee shall observe and comply promptly with all applicable federal, State and local laws and regulations affecting the Project, and all current and future orders of all courts and agencies of the State having jurisdiction over the Project and matters related to the Project.

ARTICLE VIII: NON-LIABILITY OF FINANCE AUTHORITY FOR ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION

Section 8.1. Non-Liability of Finance Authority. The Finance Authority shall not be liable in any manner for the Project, Grantee's use of the Grant, the ownership, operation or maintenance of the Project, or any failure to act properly by the owner or operator of the Project.

Section 8.2. Indemnification of Finance Authority. The Finance Authority shall not be responsible for any act or omission of the Grantee upon which any claim, by or on behalf of any person, firm, corporation or other legal entity may be made, whether arising from the establishment or modification of the Project or otherwise. To the extent permitted by law, the Grantee shall and hereby agrees to indemnify and save harmless the Finance Authority and its designee, if any, from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition and completion of the Project. In the event of any action or proceeding brought on any such claim, upon notice from the Finance Authority or its designee, Grantee shall defend the Finance Authority and its designee, if any, in any such action or proceeding.

ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. Any one of the following shall be an Event of Default under this Agreement:

(a) Use of the Grant Amount, or any portion thereof, by the Grantee for purposes other than the Project;

(b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within one (1) year of the Closing Date;

(c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Grantee by the Finance Authority, unless the Finance Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority, but cannot be cured within the applicable thirty (30) day period, the Finance Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Grantee is unable to carry out the agreements on its part herein contained, the Grantee shall not be deemed in default under this paragraph during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(d) Any warranty, representation or other statement by or on behalf of the Grantee contained in this Grant Agreement or in any instrument furnished in compliance with or in reference to this Grant Agreement is false or misleading in any material respect.

Section 9.2. Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.3 hereof, the Finance Authority may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Grantee in this Grant Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Grant Agreement;

(c) Cease disbursing any further amounts from the Grant Account;

(d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or

(f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

The Grantee shall be responsible for reimbursing the Finance Authority for any and all fees and costs incurred in enforcing the terms of this Grant Agreement.

Section 9.3 Limitations on Remedies. A judgment requiring repayment of money entered against the Grantee may reach any available funds of the Grantee to the extent permitted by law.

Section 9.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5. Waivers of Events of Default. The Finance Authority may in its sole discretion waive any Event of Default hereunder and the consequences of such an Event of Default; provided, however, all expenses of the Finance Authority in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any Event of Default shall have been discontinued or abandoned or determined adversely, then the Finance Authority and the Grantee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.6. No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE X: MISCELLANEOUS

Section 10.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Grantee, then to:

City of Truth or Consequences
Attn.: Mayor
505 Sims Street
Truth or Consequences, New Mexico 87901

And if to the Finance Authority, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

The Grantee and the Finance Authority may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2. Binding Effect. This Grant Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Grantee and their respective successors and assigns, if any.

Section 10.3. Amendments. This Grant Agreement may be amended only with the written consent of the Finance Authority and the Grantee.

Section 10.4. No Liability of Individual Officers. Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Grant Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, or against any officer, employee, director or member of the Grantee, past, present or future, as an individual so long as such individual was acting in good faith and within the scope of his or her duties. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Grantee or of the Finance Authority is hereby expressly waived and released by the Grantee and by the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 10.5. Grantee Compliance. The Finance Authority shall not be responsible for assuring the Grantee's use of the Grant Amount or the Project for its intended purpose and shall have no obligation to monitor compliance by the Grantee with the provisions of this Grant Agreement.

Section 10.6. Severability. In the event that any provision of this Grant Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.7. Execution in Counterparts. This Grant Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8. Applicable Law. This Grant Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10.9. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Grant Agreement.

[Remainder of page intentionally left blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as authorized by the Finance Authority Board of Directors on April 23, 2015, has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Chief Executive Officer or Designee

[SEAL]

ATTEST:

By _____

Approved for Execution by Officers of the
New Mexico Finance Authority:

By _____
Daniel C. Opperman, General Counsel

CITY OF TRUTH OR CONSEQUENCES

By _____
Steven Green, Mayor

[SEAL]

ATTEST:

By _____
Renee K. Cantin, City Clerk

EXHIBIT "A"

TERM SHEET

Grantee:	CITY OF TRUTH OR CONSEQUENCES
Project Description:	Preparation of a Planning Document consisting of the water conservation plan addressing drought including setting water conservation goals, public education and outreach, and developing a program that includes the American Water Works Association audit.
Total Grant Amount:	Fifty Thousand Dollars (\$50,000)
Local Match:	\$0
Closing Date:	December 2, 2016

EXHIBIT "B"
FORM OF REQUISITION

RE: Fifty Thousand Dollars (\$50,000) Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and the City of Truth or Consequences ("Grantee"), Finance Authority Grant Number 3313-PG (the "Grant Agreement").

Closing Date: December 2, 2016

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse funds from the Grant Account, with regard to the above-referenced Grant Agreement, the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: \$ _____

PURPOSE OF PAYMENT: _____

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

Each obligation, item of cost or expense mentioned herein is for the Grant made by the New Mexico Finance Authority pursuant to the Grant Agreement to the Grantee, within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Grant Account held on behalf of the Grantee. All representations contained in the Grant Agreement and the related closing documents remain true and correct and the Grantee is not in breach of any of the covenants contained therein.

Capitalized terms used herein are used as defined or as used in the Grant Agreement.

DATED: _____

By: _____
Authorized Officer of the Grantee

Title: _____

EXHIBIT "C"

FORM OF CERTIFICATE OF COMPLETION

RE: Fifty Thousand Dollars (\$50,000) Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and the City of Truth or Consequences ("Grantee"), Finance Authority Grant Number 3313-PG (the "Grant Agreement").

Closing Date: December 2, 2016

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of
[Name] [Title or position]

the Grantee, hereby certify as follows:

1. The project described in the Grant Agreement (the "Project") was completed and placed in service by the Grantee on _____, 20__.

2. The total cost of the Project was \$ _____.

3. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Grant Agreement.

CITY OF TRUTH OR CONSEQUENCES

By: _____

Its: _____

\$50,000
City of Truth or Consequences
Planning Grant Agreement
Finance Authority No. 3313PG

STATE OF NEW MEXICO)

) ss.

CERTIFICATE OF GRANTEE

COUNTY OF SIERRA)

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and City Clerk of the City of Truth or Consequences (the "Grantee"), Sierra County, State of New Mexico, that:

Capitalized terms used in this Certificate have the same meanings as defined in Resolution No. 16 16 17 adopted by the Governing Body of the Grantee on November 15, 2016 (the "Resolution") in connection with this Planning Grant, unless otherwise defined in this Certificate or the context requires otherwise.

1. The Grantee is a political subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended;

2. The resolutions, rules and regulations governing the Project and customer service by the Grantee have been duly adopted and are now in full force and effect;

3. The Authorized Officers and Governing Body of the Grantee were duly and validly elected or appointed and are empowered to act for the Grantee; and

4. The Grantee has all requisite corporate power:

- (a) To perform or cause performance of the Project funded by the Planning Grant;
- (b) To execute and deliver Grant documents, including but not limited to those identified above; and
- (c) To perform all acts required by such Grant documents to be done by the Grantee.

5. All proceedings of the Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.

6. The Resolution and the Grant Agreement have been duly signed and adopted in accordance with all applicable laws and neither has been repealed, rescinded, revoked, modified,

amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Grantee to carry out and enforce the provisions of the Grant Agreement.

7. No event will result from the execution and delivery of the Grant Agreement that constitutes a default or an Event of Default under either the Grant Agreement or the Resolution, and no Event of Default and no default under the Grant Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

8. The Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Grant Agreement to have been authorized, approved, performed or consummated by the Grantee at or prior to the date of this Certificate. The Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Grant Agreement.

9. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Grant Agreement or any of the actions required to be taken by the Resolution or the Grant Agreement to the date of this Certificate have been obtained and are in full force and effect.

10. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the completion of the Project have been obtained and are in full force and effect.

11. Neither the Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Grant Agreement conflicts or will conflict with, or constitute a breach by the Grantee of, or default by the Grantee under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Grantee is subject or by which it is bound.

12. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Grantee, at law or in equity, by or before any court, public board or body, nor to the Grantee's knowledge is there any basis therefore, affecting the existence of the Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Grantee, (b) the use of the proceeds of the Grant Agreement for the Project, (c) the validity or enforceability of the Grant Agreement or any proceedings of the Grantee with respect to the Grant Agreement or the Resolution, (d) the execution and delivery of the Grant Agreement or (e) the power of the Grantee to carry out the transactions contemplated by the Grant Agreement or the Resolution.

13. From at least July 1, 2016, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers and members of the Governing Body of the Grantee:

Steve Green, Mayor

Sandra Whitehead, Mayor Pro Tem

Kathleen Clark, Commissioner

Rolf Hechler, Commissioner

Joshua Frankel, Commissioner

Renee L. Cantin, City Clerk

14. To the best of our knowledge and belief after due investigation, none of the Events of Default referred to in Article IX of the Grant Agreement has occurred.

15. The Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Grantee contained in the Grant Agreement and in the Resolution are true and correct as of the date of this Certificate.

16. To the best of our knowledge and belief after due investigation, neither the Mayor, the City Clerk, any member of the Governing Body of the Grantee, nor any other officer, employee or other agent of the Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

17. Regular meetings of the Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, the principal meeting place of the Grantee.

18. The Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee's Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. 01 16/17 (the "Open Meetings Act Resolution") adopted and approved by the Governing Body on July 26, 2016 establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution.

19. The Mayor and the City Clerk, on the date of the signing of the Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Grantee authorized to execute the Grant Agreement.

20. This Certificate is for the benefit of the Finance Authority.

21. This Certificate may be executed in counterparts.

WITNESS our signatures and the seal of the Grantee this 2nd day of December, 2016.

CITY OF TRUTH OR CONSEQUENCES

By _____
Steven Green, Mayor

[SEAL]

ATTEST:

By _____
Renee K. Cantin, City Clerk



H.5

CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM: DISCUSSION/ACTION

TO ACCEPT AND APPROVE RESOLUTION NO. 18 16/17 AUTHORIZING THE SUBMISSION OF A LOAN APPLICATION TO RCAC (RURAL COMMUNITY ASSISTANCE CORPORATION) FOR INTERIM FINANCING FOR WWTP PHASE 2B AND LIFT STATION IMPROVEMENTS.

BACKGROUND:

USDA/RD works with RCAC to provide project entities with the interim financing needed to proceed forward with their Letter of Conditions. RCAC requires entities to adopt a resolution authorizing their intent to borrow funding for this project. USDA/RD program will reimburse all costs associated with the interim financing.

SUPPORT INFORMATION:

- LOC (Letter of Conditions) from USDA/RD for Phase 2B
- Resolution 18 16/17

STAFF RECOMMENDATION:

To accept and approve Resolution No. 18 16/17 Authorizing the submission of a loan application to RCAC as noted above.

Name of Drafter: Traci Burnette	Department: Community Development	Meeting date: 11-15-2016
E-mail: tburnett@torcnm.org	Phone: 575-894-6673 ext. 353	Presenter: Traci Burnette



September 21, 2016

Mr. Juan Fuentes, City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

SUBJECT: City of Truth or Consequences – Letter of Conditions
Wastewater Treatment Plant (WWTP) Improvements Project Ph. 2B &
Sanitary Sewer Collection (SAS) Improvements Project
Loan and Grant Application

Dear Mr. Fuentes:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The funding will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development, both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred in by the Agency by written amendment to this letter. If significant changes are made without obtaining such concurrence, the Agency may discontinue processing of the application.

This letter does not constitute loan and grant approval, nor does it ensure that funds are or will be available for the project. The loan and grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds, is signed by the approving official.

You must meet all conditions set forth under Section III – Conditions Required Prior to Advertising for Bids within 365 days of the date of this letter. If you have not met these conditions within this time frame, the Agency reserves the right to withdraw Agency funding.

The applicant will ensure projects are completed in a timely, efficient, and economical manner. **All projects must be completed and funds disbursed within 5 years of obligation.**

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the following forms within 5 days:

Rural Development • New Mexico State Office
6200 Jefferson NE, Room 255
Albuquerque, NM 87109
Voice (505) 761-4950 • Fax (855) 543-9499

USDA is an equal opportunity provider, employer, and Lender.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: mail at U.S. Department of Agriculture, Office of the Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD 1940-1, "Request for Obligation of Funds"

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. All parties may access information and regulations referenced in this letter at our website located at www.rd.usda.gov.

The conditions are as follows:

SECTION I - PROJECT DETAIL

1. **Project Description** – Funds will be used for proposed Phase 2B Improvements to include rehabilitation of existing biological treatment processes and lift station upgrades to the Clancy, North Date, Nickel, and Mims lift stations.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER) as concurred with by the Agency.

2. **Project Funding** – The Agency is offering the following funding for your project:

USDA, RUS Loan - FY 2016	\$ 715,000.00
USDA, RUS Colonias Grant - FY 2016	<u>\$ 4,515,400.00</u>

TOTAL PROJECT COST:	\$ 5,230,400.00
----------------------------	------------------------

This funding is offered based on the amounts stated above. Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. Prior to advertisement for construction bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

<u>Project Costs:</u>	<u>Total Budgeted:</u>
Construction	\$ 3,585,105.00
Interim Loan Origination Fee	\$ 4,500.00
Interim Loan Interest	\$ 34,000.00
Legal Services – Local Attorney	\$ 20,000.00

Legal Services – Bond Counsel Service	\$ 20,000.00
Engineering Fees	
Design	\$ 372,000.00
Construction Administration	\$ 286,525.00
Resident Inspection	\$ 100,000.00
Additional Services	\$ 40,000.00
Contingency	\$ 358,516.00
Gross Receipts Tax@8.3125%	\$ 409,754.00
TOTAL	\$ 5,230,400.00

Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. Obligated loan or grant funds not needed to complete the proposed project will be deobligated prior to start of construction. **Any reduction will be applied to grant funds first.** An amended letter of conditions will be issued for any changes to the total project budget.

SECTION II – LOAN AND GRANT TERMS

4. **Loan Repayment** – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, unless you request otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount.

Your loan will be scheduled for repayment over a period of (40) years. Payments will be equal annual amortized installments, beginning one year after closing. For planning purposes, use a 1.625% interest rate and an amortization factor of 34.20/per thousand, which provides for an annual payment of \$24,453.

The payment due date will be established as the day that the loan closes. Due dates falling on the 29th, 30th and 31st day of the month will be avoided.

5. **Security** – The loan will be secured by a Revenue bond with a 1st lien position in the amount of \$715,000. The bond will be fully registered as to both principal and interest in the name of the “United States of America Acting through the United States Department of Agriculture.” Bond Counsel will be utilized in preparation of these documents. The services of a recognized bond counsel are required.

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or its authorizing law. In particular, there must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983.

Additional security requirements are contained in RUS Bulletin 1780-27, “Loan Resolution (Public Bodies) and RUS Bulletin 1780-12, “Water and Waste System Grant Agreement.” A draft of all security instruments, including draft bond resolution, must be reviewed and concurred in by the Agency prior to advertising for bids. The bond resolution and Loan Resolution must be duly adopted and executed prior to loan closing. The Grant Agreement must be fully executed prior to the first disbursement of grant funds.

6. **Electronic Payments** – Payments will be made on the day your payment is due through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, "Authorization Agreement for Preauthorized Payments," for all new and existing indebtedness to the Agency prior to loan closing.

7. **Disbursement of Agency Funds** – Agency funds will be disbursed into the borrower's depository account through an electronic transfer system. Form SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to advertising for bids.

Any applicant contribution will be the first funds expended, followed by other funding sources. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed. Interim financing funds or Agency loan funds must be used prior to the use of Agency grant funds. The Grant Agreement must not be closed and funds must not be disbursed prior to loan funds except as specified in RUS Instruction 1780.45(d). In the unlikely event the Agency mistakenly disburses funds, the funds will be remitted back to the Agency electronically.

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of \$500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- a) The recipient receives less than \$120,000 in Federal awards per year.
- b) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- c) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- d) A foreign government or banking system prohibits or precludes interest-bearing accounts.

8. **Reserves** – Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service should the need arise. The following reserves are required to be established as a condition of this loan:

- a.) **Debt Service Reserve** – As a part of this Agency loan proposal, you must establish a debt service reserve fund equal to at least one annual loan installment that accumulates at the rate of 10% of one annual payment per year for ten years or until the balance is equal to one annual loan payment. Ten percent of the proposed loan installment would equal \$203.75 per month; this amount should be deposited monthly until a total of \$24,450.00 has accumulated and is minimum balance required to be maintained over the life of loan. **Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds**

are withdrawn during the life of the loan, deposits will continue as designated above until the fully-funded amount is reached.

- b.) **Short-Lived Asset Reserve** – In addition to the debt service reserve fund, you must establish a short-lived asset reserve fund. Based on the preliminary engineering report, you must deposit \$ 197,824 into the short-lived asset reserve fund annually until the total replacement cost of \$2,263,500 is reached and maintain this balance for the life of the loan, to pay for repairs and/or replacement of major system assets. It is your responsibility to assess your facility's short-lived assets needs on a regular basis and adjust the amount deposited to meet those needs. Short-lived assets are more fully described on the enclosure to this letter of conditions.

SECTION III – REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

9. **Legal Services** – You are required to execute a legal services agreement with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a “not to exceed” amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, “Legal Services Agreement,” or similar format may be used. If costs for the services are expected to exceed \$25,000, Form AD 1048, “Certification Regarding Debarment – Lower Tier Transactions” must be executed by the attorney and bond counsel. The legal services agreements must be submitted to the Agency for concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

10. **Property Rights** - You and your legal counsel must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

- a) **Right-of-Way Map** – Your engineer will provide a color-coded map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
- b) **Form RD 442-20, “Right-of-Way Easement”** – This form may be used to obtain any necessary easements for the proposed project.
- c) **Form RD 442-21, “Right-of-Way Certificate”** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
- d) **Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way”** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

11. System Policies, Procedures, Contracts and Agreements – The facility must be operated on a sound business plan. You must adopt policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements must be submitted prior to loan closing.

12. Closing Instructions – The Agency will prepare closing instructions as soon as the requirements of paragraphs 11-12 are complete, and a draft of the security instruments described in paragraph 5 have been submitted. Closing instructions must be obtained prior to advertising for bids.

13. Engineering Services – You are required to complete an Agreement for Engineering Services, which will consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance," or other approved form of agreement. If costs for the services are expected to exceed \$25,000, Form AD 1048, "Certification Regarding Debarment – Lower Tier Transactions" must be executed by the engineer. The agreement must be submitted to the Agency for concurrence prior to advertising for bids. The Agency must approve any modifications to this agreement.

14. Contract Documents, Final Plans and Specifications – The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency approved forms of agreement.

The contract documents, final plans, and specifications must comply with RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, and must be submitted to the Agency for concurrence prior to advertising for bids along with an updated cost estimate. The Agency may require another updated cost estimate if a significant amount of time elapses between the original submission and advertising for bids.

The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.

15. Environmental Requirements – At the conclusion of the proposal's environmental review process, specific actions were determined necessary to avoid or minimize adverse

environmental impacts. As outlined in the Environmental Report dated July 2016, the following action is required for successful completion of the project and must be adhered to during project design and construction:

- The elevation of the earth flood protection berms at the Mims Lift Station will be required to be increased to meet the 500-year flood requirements.

The above mitigation requirements must be incorporated into the contract documents and enforced during and after construction. In addition, these mitigation requirements will be added as an addendum will be added to RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)."

The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal and local laws, regulations and/or permits may apply or be required. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

16. Interim Financing – For all loans exceeding \$500,000, where loan funds can be borrowed at reasonable interest rates on an interim basis from commercial sources for the construction period, such interim financing will be used to preclude the necessity for multiple advances of Agency loan funds. You must provide the Agency with a copy of the interim loan financing agreement for review prior to advertising for bids. The Agency approving official may make an exception when interim financing is cost prohibitive or unavailable. Grant funds from the Agency will be disbursed by multiple advances through electronic transfer of funds after interim financing or Agency loan funds are expended, in accordance with RUS Instruction 1780.45.

17. Construction Account – You must establish a separate construction account with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. All project funds will be deposited into this account. Financial institutions or depositories accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral in accordance with 31 CFR Part 202. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the construction account at any one time. Additional guidance on collateral acceptability and valuation are available at Treasury's Bureau of the public debt website at www.publicdebt.treas.gov.

Agency funds will be disbursed into the construction account through an electronic transfer system. Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" must be completed and submitted to the Agency prior to advertising for bids.

18. System Users – This Letter of Conditions is based upon your indication at application that the City of Truth or Consequences (T or C) will have at least 2,584 residential users and 1,082 nonresidential users when construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational. If the actual number of existing and/or proposed users

that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g. increase user rates, sign up an adequate number of other users, reduce in project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.

If you are relying on mandatory connection requirements, you must provide evidence of the authorizing ordinance or statute along with your user certification. If you are relying on voluntary connections, you must submit the following:

- a) **Positive Program to Encourage Connections** – You must provide a positive program to encourage connection by all users as soon as service is available. The program will be reviewed by the Agency prior to advertising for bids. A guide for developing your positive program is available from the Agency.
- b) **[Water] [Sewer] User Agreements** – Users will be required to execute [Water] [Sewer] Users Agreements prior to advertising for construction bids. The amount of cash contributions required will be set by you and concurred with by the Agency. Contributions should be an amount high enough to indicate sincere interest on the part of the potential user, but not so high as to preclude service to low income families, and have a deadline for the contribution to be used or forfeited. RUS Bulletin 1780-9, “Water Users Agreement,” or similar agreement may be used.
- c) **Service Declination Statement** – Each potential user who is located along planned lines and declines the offered service will be provided an opportunity to sign a “Service Declination Statement.”

19. **Proposed Operating Budget** – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O&M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency, as well as a proposed rate schedule, which supports the operation, maintenance, debt service, and reserves. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, “Operating Budget” or similar format may be utilized for this purpose. It is expected that O&M will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested please contact our office for information.

20. **Other Funding** – Prior to advertising for bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter from each source.

21. **Permits** – The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written

evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications and bid documents.

22. Vulnerability Assessment/Emergency Response Plan (VA/ERP) – The Agency requires all financed water and wastewater systems to have a VA/ERP in place. Borrowers with existing systems must provide a certification that a VA/ERP has been completed prior to advertising for bids. The VA/ERP documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum

For new systems, see Section V of this letter of conditions. For VA/ERP requirements throughout the life of the loan, see Section VII. Technical assistance at no cost is available in preparing these documents.

23. Bid Authorization – Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION

24. Bid Tabulation – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. You must also submit an opinion from your legal representative that the bidding procedures met applicable State law. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

- a) **Cost Overruns.** If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20% of the development cost at time of loan/grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
- b) **Excess Funds.** If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. ~~In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and letter of conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be deobligated, with grant funds being deobligated first. Excess funds do not include contingency funds as described in this letter.~~

25. Contract Review – Your attorney will review and certify that the executed contract documents, including performance and payment bonds, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with RUS Instruction 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for its concurrence. The Notice to Proceed cannot be issued until the Agency has concurred with the construction contracts.

26. Resident Inspector(s) – Full-time inspection is required unless you request an exception. Such requests must be made in writing and the Agency must concur with the request. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the pre-construction conference.

27. Preconstruction Conference – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

28. Final Rights-of-Way – For projects involving the acquisition of land, you must provide evidence that you have clear title to the land prior to the issuance of the Notice to Proceed. If any of the rights-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed.

Final Title Work – Immediately after closing or prior to the start of construction, whichever comes first, your attorney must furnish a Final Title Insurance Policy on all existing real property related to the facility, now owned and to be acquired for this project.

29. Insurance and Bonding Requirements – Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible.

The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.

- a) **General Liability Insurance** – Include vehicular coverage.
- b) **Workers' Compensation** – In accordance with appropriate State laws.

- c) **Fidelity or Employee Dishonesty Bonds** – Include coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through blanket coverage providing protection for all appropriate workers. During construction, each position should be bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction based on the anticipated monthly advances. After construction and throughout the life of the loan, the amount of coverage must be for at least the total annual debt service of all outstanding Agency loans. The Agency will be identified in the fidelity bond for receipt of notices. Form RD 440-24, "Position Fidelity Schedule Bond," or similar format may be used.
- d) **National Flood Insurance** - If the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing.
- e) **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

30. Initial Compliance Review – The Agency will conduct an initial compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E.

31. Loan Closing – If multiple advances of Agency funds will be used, the requirements of Section V must be met prior to the start of construction.

SECTION V – REQUIREMENTS PRIOR TO LOAN CLOSING

32. Documents from Section II and III – The security documents described in paragraph 5 must be fully executed and adopted. Form RD 3550-28, "Authorization Agreement for Preauthorized Payments," must be submitted. ~~The policies, procedures, contracts and agreements~~ described in paragraph 13 must be fully executed and adopted.

33. Vulnerability Assessment/Emergency Response Plan (VA/ERP) – New water or wastewater systems must provide a certification that a VA/ERP is completed.

34. Other Requirements – All requirements contained in the Agency’s closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

- a) **System for Award Management.** You are required to maintain a Dun and Bradstreet Data Universal Numbering System (DUNS) number and maintain an active registration in the System for Award Management (SAM) database. Renewal can be done on-line at: <http://sam.gov>. This registration must be renewed and revalidated every twelve (12) months for as long as there are Agency funds to be expended. To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the “Help” section at <http://sam.gov>).
- b) **Litigation.** You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.
- c) **Certified Operator.** Evidence must be provided that your system has or will have, as defined by applicable State or Federal requirements, a certified operator available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

35. Use of Remaining Funds – Applicant contribution and connection or tap fees will be the first funds expended in the project, followed by non-Agency sources of funds. Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows:

- a) Remaining funds may be used for eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same.
- b) Loan funds not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution, or State statute.
- c) Grant funds not expended for authorized purposes will be canceled (de-obligated) within 45 days of final completion of project. Prior to actual cancellation, you will be notified of the Agency’s intent to cancel the remaining funds and given appropriate appeal rights.

SECTION VI – REQUIREMENTS DURING CONSTRUCTION

36. Inspections – The Agency requires periodic inspections during construction, a pre-final and final inspection, and a warranty inspection. You, your engineer, and the contractor will be required to attend these inspections. The warranty inspection will be scheduled by your engineer before the end of the one-year warranty period to address and/or resolve any warranty issues. The Agency will conduct an inspection of your records management system at the same time as the warranty inspection, and will continue to inspect the facility and your records system every three years for the life of the loan. See Section VII of this letter.

37. **Change Orders** – Prior Agency concurrence is required for all Change Orders.
38. **Payments** – Prior Agency concurrence is required for all invoices and partial payment requests. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN

39. **Technical, Managerial and Financial Capacity** – Members of the Board of Directors, City Council members, trustees, commissioners and other governing members must possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the particular individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for information.
40. **Graduation** – By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you are able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for those loans that are five years old or older.
41. **Security/Operational Inspections** – The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information.
42. **Annual Financial Reporting/Audit Requirements** – You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information and a rate schedule. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP), and must include at a minimum a balance sheet and income and expense statement. The annual report will include separate reporting for each water and waste disposal facility, and itemize cash accounts by type (debt service, short-lived assets, etc.) under each facility. All records, books and supporting material are to be retained for ~~three years after the issuance of the annual report. Technical assistance is available at no cost~~ with preparing financial reports.

The type of financial information that must be submitted is specified below:

- a) **Audits.** An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended

from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

- i. All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of your fiscal year end.
 - ii. If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit or financial statements to be completed, the time frame in which the audit or financial statements will be completed, what type of reports will be generated from the services provided, and how irregularities will be reported.
- b) **Financial Statements.** If you expend less than \$750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include at a minimum a balance sheet and an income and expense statement. You may use Form RD 442-2, "Statement of Budget, Income and Equity," and 442-3, "Balance Sheet," or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.
- c) **Quarterly Reports** – Quarterly Income and Expense Statements will be required until the processing office waives this requirement. You may use Form RD 442-2 or similar format to provide this information, and the reports are to be signed by the appropriate borrower official and submitted within 30 days of each quarter's end. The Agency will notify you in writing when the quarterly reports are no longer required.

43. Annual Budget and Projected Cash Flow – Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to the Agency. With the submission of the annual budget, you will be required to provide a current rate schedule, and a current listing of the Board or Council members and their terms. The budget must be signed by the appropriate borrower official. Form RD 442-2 or similar format may be used.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system, as well as completing the annual budget. If you are interested, please contact our office for information.

44. Vulnerability Assessment/Emergency Response Plan (VA/ERP) – You are required to submit a certification to the servicing office every three years that the VA/ERP is current and covers all sites related to the facility. The documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

45. **Insurance** – You are required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.

46. **Statutory and National Policy Requirements** – You are required to comply with U.S. statutory and public policy requirements, including but not limited to the following:

- a) **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.
- b) **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
- c) **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 *et seq.*) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
- d) **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 *et seq.*) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e) **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166, titled, "Improving Access to Services by Persons with Limited English Proficiency," and further affirmed in the USDA Departmental Regulation 4330-005, "Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA."

~~Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap.~~ You must display posters (provided by the Agency) informing users of these requirements, as well as post and include a Non-Discrimination Statement (provided by the Agency) on all materials produced for public information, education and distribution. The Agency will monitor your compliance with these requirements during regular compliance reviews.

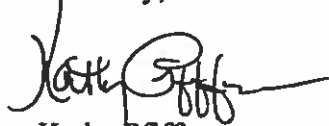
47. **Compliance Reviews and Data Collection** – The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter. If beneficiaries (users) are required to complete an application or screening for the use of the facility or service you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. A sample collection form is attached. The Agency will utilize this data as part of the required compliance review.

SECTION VIII – REMEDIES FOR NON-COMPLIANCE

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of 7 CFR 1782 and other applicable regulations, statutes, and policies.

We look forward to working with you to complete this project. If you have any questions, please contact Ms. Sandra Alarcón, Loan Specialist, at (575) 522-8775 Ext. No. 6.

Sincerely,



Kathy Pfiffner
Community Program Director
USDA Rural Development

Attachments

cc: Las Cruces Area Office, Community Programs, RD NM
Accountant
Attorney
Engineer
File

SAMPLE DATA COLLECTION FORM

All USDA Rural Development funded organizations must collect, maintain and provide data on race, ethnicity, gender and other information necessary to determine compliance with civil rights laws. The organizations may be public bodies, non-profit corporations, or for-profit corporations, such as, partnerships, limited liability corporations and proprietorships. This sample form may be used to collect the data.

	PARTICIPANTS (collect data only if application or other screening is done for services)		EMPLOYEES		BOARD of DIRECTORS	
	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
ETHNICITY						
Hispanic or Latino						
Not Hispanic or Latino						
TOTAL						
RACE						
American Indian, Alaska Native						
Asian						
Black or African American						
Native Hawaiian or other Pacific Islander						
White						
TOTAL						

Dates of data collection _____

Collected by _____

Resolution to Borrow Infrastructure Feasibility Loan

Rural Community Assistance Corporation

The Governing Board of Directors of City of Truth or Consequences

(Name of Borrower)

hereby authorizes the submission of a loan application, the incurring of an indebtedness, the execution of a loan agreement and any amendments thereto, a promissory note and any other documents necessary to secure a loan from Rural Community Assistance Corporation.

Whereas

- A. City of Truth or Consequences
(Name of Borrower)
(hereinafter referred to as "Corporation") is a corporate entity established under the laws of the State of New Mexico and empowered to own property, borrow money and give security for loans.
(State)
- B. Rural Community Assistance Corporation (hereinafter referred to as "RCAC") is authorized to make loans for environmental infrastructure .
- C. The Corporation wishes to obtain a loan from RCAC for feasibility determination for Wastewater Treatment Plant and Lift Station Improvements Phase 2B
(Type of Project)
(hereinafter referred to as "Project") on the property located at:
1595 Animal Shelter Road - WWTP and Nickel; Clancy; Mims; North Date-Lift Stations
(Address/Location of Property)

It is now resolved that

1. The Corporation shall submit to RCAC an application for a loan for the above stated purposes in the County of Sierra in the State of New Mexico
(County) *(State)*
2. If the loan is approved, the Corporation is hereby authorized to incur indebtedness in an amount not to exceed the amount approved by RCAC and to enter into a loan agreement with RCAC for the purposes set forth in the loan application and approved by RCAC. It also may give a promissory note and execute security and other instruments required by RCAC to evidence and secure the indebtedness.
3. The Corporation is further authorized to request amendments, including increases in the loan amount up to amounts approved by RCAC, and to execute any and all documents required by RCAC to evidence and secure these amendments.
4. The governing Board recognizes that this loan is to determine alternatives and feasibility for needed system improvements and if the Board later determines that it is not feasible to continue with the project that the RCAC loan still needs to be repaid. In such case, the Board will take the necessary steps to reach a repayment agreement with RCAC, which may be on extended terms, including an assignment of project income sufficient to meet the agreed to debt service for the loan.

5. The Corporation authorizes Steve Green, Mayor; Juan Fuentes, City Manager; Renee Cantin; City Clerk

(Title(s) or position(s) of authorized signer(s))

to execute in the name of the Corporation, the loan application and the loan agreement, promissory note, security and other instruments, and any and all documentation for the disbursement of funds required by RCAC to make and secure the loan and any amendments thereto.

6. The Corporation authorizes Steve Green, Mayor; Juan Fuentes, City Manager; Renee Cantin; City Clerk

(Title(s) or position(s) of authorized signer(s))

To execute in the name of the Corporation, only that documentation required by RCAC for the disbursement of funds during the term of the loan.

Passed and adopted this 15th day of November, 2016, by the following vote:

Ayes: _____ Nays: _____ Abstain: _____ Absent: _____

The undersigned Renee Cantin, City Clerk, Secretary of the Corporation heretofore named, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Governing Board of Directors adopted at a duly convened meeting on the date mentioned above, and that said resolution has not been altered, amended or repealed.

(Date)

(Secretary)



I.1

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

ITEM:

Approval a Small Brewers License w/Patio Service, Application #1015754 for the Truth or Consequences Brewing Company located at 410 Broadway. Renee Cantin, City Clerk-Treasurer

BACKGROUND:

The Director of Alcohol and Gaming Division has given Preliminary Approval this Liquor License. The next step is the approval required by the Local Option District (City of Truth or Consequences).

On February 9, 2016, the City Commission approved a waiver for this license because it is within 300 feet of the Methodist Church.

STAFF RECOMMENDATION:

None. Public Hearing only.

SUPPORT INFORMATION:

Application and Waiver approved on February 9, 2016.

Submitted by: Renee Cantin	Department: City Clerk-Treasurer	Meeting date: 11/16/2016
----------------------------	----------------------------------	--------------------------



RECEIVED

AGD USE ONLY: Payment Application Fee \$ 200 Received on: 8/18/16 Receipt No. 1867885 **AUG 18, 2016**
 License Fee \$ _____ Received on: _____ Receipt No. _____
 Application # 1015754 Local Option District: City of Truth or Consequences

SMALL BREWER LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

Check appropriate boxes:

Application is for: ☒ New License ☐ Off-Site Location - 1st, 2nd, 3rd Master License No. _____

Applicant is: ☐ Individual ☐ Limited Liability Company ☒ Corporation ☐ Partnership (General/Limited)

NAME OF APPLICANT (company or individual) ADDRESS (including city, state, zip) TELEPHONE NUMBER
Truth or Consequences Brewing Company #575-297-9797
410 Broadway TorC, NM 87901

D/B/A Name to be used: ~~Truth or Consequences~~ (SAME) Business Phone #: 575-297-9797

Email Address (required): info@torc.beer

Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code)
410 Broadway Truth or Consequences, Sierra County, New Mexico 87901

Are alcoholic beverages currently being dispensed at the proposed location? ☐ Yes ☒ No If Yes, License # / Type: _____

Mailing Address: 410 Broadway TorC, NM 87901

Agent/Contact Person: Marianne Blave Phone#: 206 406 2629 Email: marianneblave@gmail.com

I, (print name) Marianne Blave, as (title) Director
 being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application;
 that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations
 herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date before a Notary Public.

Signature of Applicant: [Signature] Date: 8-11-16

NOTARY PUBLIC USE ONLY: (State of New Mexico), County of Sierra

SUBSCRIBED AND SWORN TO before me this 11 day of August, 2016

By: Marianne E Blave Notary Public: [Signature]

My Commission Expires: January 15, 2020

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____





RECEIVED

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION
NMSA §60-6B-10

AUG 18 2016

ALCOHOL & GAMING DIVISION

1. The land and building which is proposed to be the licensed premises is: (check one)

- ☐ Owned by Applicant, copy of deed/document attached ☒ Leased by Applicant, copy of lease/document attached
☐ Other (provide details): n/a

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): Art First, LLC

B. Date and Term of Lease: 07/01/2016, 3 yr term

3. Premises location is Zoned (example C-1, see Zoning Statement): C-1

☒ Zoning Statement attached, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: First United Methodist Church Miles/feet: 230 feet

Address/location of Church: 426 Austin St, Truth or Consequences, NM 87901
✓ Waiver 3.17.2016

5. Distance* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: Apple Tree Educational Center Miles/feet: 1.68 miles

Address/location of School: 1300 Broadway St, Truth or Consequences, NM 87901

6. Distance from military installation *(Property line of military installation to closest point of licensed premises—shortest distance.)

Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque) White Sands Missile Range (Las Cruces)
Miles: 29 miles Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and must be labeled with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ☐ Restaurant ☐ Racetrack

☒ Small Brewer ☐ Craft Distiller ☐ Winery ☐ Wholesaler

☐ Other (specify): _____

*NOTE: If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

COPY



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 894-6673 Fax (575) 894-0363

3/17/16

Truth or Consequences Brewing Company
410 Broadway
T or C, NM 87901

RECEIVED

AUG 18 2016

ALCOHOL & GAMING DIVISION

To whom it may concern,

The City of Truth or Consequences has approved through our City Commission the Waiver of the distance of 230' from a church to sale Alcoholic Beverages at 410 Broadway. As requested here is the zoning statement:

- A. The complete physical address is 410 Broadway Truth or Consequences NM 87901
- B. The property is located in a C-1 zoning area.
- C. C-1 zoning is the commercial use zone within our code book. Operating a Brewing Company with liquor and/or food service is a permitted use within this zoning code, with Patio Service permitted; Manufacturing permitted use; Sale of packaged alcohol for off-premises consumption permitted use.

Please feel free to contact me during normal business hours of 8 AM until 5 PM Monday through Friday to discuss any other needs you may have for this project. Robbie Travis, Building Inspector for the City of Truth or Consequences (575) 894-6673.

Sincerely,

Robbie Travis

COPY



I.2

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

ITEM:

Discussion/Action: ITB: 16-17-002 –Re-bid Award to Construct Aviation Fuel Farm

BACKGROUND:

The Bid Opening for this was held on Monday, September 12, 2016 at 2:00 p.m.
We received two bids for this project.

STAFF RECOMMENDATION: Delta Airport Consultants are recommending
to Award bid to CSW Contractors Inc. and D&H United Fueling Solutions, Inc.

SUPPORT INFORMATION: Bid Tab & Recommendation of Award letter from
Delta Airport Consultants

Name of Presenter: Pat Wood, CPO	Department: Finance	Meeting date: 11-15-16
E-mail: pat@torcnm.org	Phone: 575-894-6673 ext. 312	



September 28, 2016

Mr. Juan Fuentes
City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Subject: Recommendation of Award
Replace Fuel Farm
Truth or Consequences Municipal Airport
Truth or Consequences, New Mexico
AIP Project No. 3-35-0042-016-2016
State Project No. TCS-17-01
City of Truth or Consequences ITB: 16-17-002
Delta Project No. 14117

Dear Mr. Fuentes:

It is recommended that City of Truth or Consequences award Schedule One - Construct Initial Site for Aviation Fuel Farm in the amount of Three hundred forty three thousand, two hundred fifty seven dollars and no cents (\$343,257.00) to CSW Contractors Inc., and Schedule Two, Alternate Two - Construct Avgas Bulk Storage System Facility (12,000 gallon) and Jet Bulk Storage Facility (12,000 gallon).of the referenced project in the amount of Three hundred seventy five thousand dollars and no cents (\$375,000.00) to D&H United Fueling Solutions, Inc.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,

Julie R. Thiessen
Project Manager

Enclosure: Bid Tab

7804 PAN AMERICAN EAST FREEWAY NE, SUITE 4, ALBUQUERQUE, NM 87109

P. (505) 797-4921 F. (505) 797-1725 WWW.DELTAAIRPORT.COM

Replace Fuel Farm
Truth or Consequences Municipal Airport
Truth or Consequences, NM

AIP Project No. 3-35-0042-016-2014
NMDOT Project No. TCS-17-01
City of Truth or Consequences ITS No. 16-17-002
Delta Project No. 14117

BID OPENING DATE: September 12, 2016 2:00PM

BID OPENING LOCATION: City Procurement Office's Office, 505 Sims Street, Truth or Consequences, New Mexico 87901

Item	ENGINEER'S ESTIMATE	DAH PETROLEUM	CSW CONTRACTORS
Schedule 1 Construct Initial Site for Aviation Fuel Farm – Initial Site Contractor Construct Initial Site for Aviation Fuel Farm	\$172,800.00	\$344,485.00	\$343,257.00
Schedule 2 ALT 1 Construct Fuel Farm Storage and Dispensing Facilities – Fuel Farm Contractor Construct Avgas Bulk Storage System Facility (12,000 gallon)	\$448,800.00	\$181,000.00	\$189,007.00
Schedule 2: ALT 2 Construct Fuel Farm Storage and Dispensing Facilities – Fuel Farm Contractor Construct Avgas Bulk Storage System Facility (12,000 gallon) and Jet Bulk Storage Facility (12,000 gallon)	\$656,800.00	\$375,000.00	\$189,007.00
Schedule 2: ALT 3 Construct Fuel Farm Storage and Dispensing Facilities – Fuel Farm Contractor Construct Avgas Bulk Storage System Facility (12,000 gallon) and Jet Bulk Storage Facility (12,000 gallon) and Av-Gas Self-Fuel Dispensing Facility (1,000 gallon) and Demolish and Remove Existing Fuel Farm Facilities and Complete Remaining Site Work	\$775,300.00	\$541,300.00	\$448,552.00



I.3

CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

Requesting information from the County Assessor's Office pertaining to buildings located in the MainStreet District of Truth or Consequences.

BACKGROUND:

Mayor Green will have the information for this item.

STAFF RECOMMENDATION:

None. Presentation Only.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 11/15/2016