

*Sandra Whitehead
Mayor*

*Kathy Clark
Mayor Pro-Tem*

*Rolf Hechler
Commissioner*



*Paul Baca
Commissioner*

*George Szigeti
Commissioner*

*Morris Madrid
City Manager*

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

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, IS TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, APRIL 24, 2019; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

Hon. Sandra Whitehead, Mayor
Hon. Kathy Clark, Mayor Pro-Tem
Hon. Rolf Hechler, Commissioner
Hon. Paul Baca, Commissioner
Hon. George Szigeti, 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 (10 Minute Presentations)

1. Proclamation naming Saturday, May 4th, 2019 as Miss Fiesta Day.
2. Proclamation naming May as Poppy Month for the American Legion Auxiliary.
3. Prescribed Fire and Wildland Fire for the upcoming 2019 fire season. Anthony James, US Forest Service
4. Presentation related to Economic Development through Tourism in Truth or Consequences. Steve Green, Former Mayor

F. CONSENT CALENDAR

1. City Commission Minutes Approval, March 27, 2019
2. Public Utility Advisory Board Minutes, March 18, 2019

CONSENT CALENDAR *(continued)*

3. Library Advisory Board Minutes, August 27, 2018; September 24, 2018; and January 28, 2019; and March 25, 2019
4. Subrecipient 3rd Quarter Reports

G. ORDINANCES/RESOLUTIONS/ZONING

1. Public Hearing/Discussion/Action: Public Hearing and Final Adoption of Ordinance No. 701 approving the Land Use Assumptions and Capital Improvements Plan final report. Traci Burnette, Grant/Projects Coordinator & Zoning Official; John Appel, City Attorney; and John Montoya, Molzen Corbin
2. Discussion/Action: Resolution No. 37 2018/2019 approving the Drinking Water Revolving Loan (DWRL) Application for the purpose of financing the costs of replacing high risk water lines identified in the Asset Management Plan. Traci Burnette, Grant/Projects Coordinator & Zoning Official
3. Discussion/Action: Resolution No. 38 2018/2019 supporting the necessary elimination of some of the on-street parking on the South side of Main Street at Foch Street. Randall Aragon, Police Chief
4. Public Hearing/Discussion/Action: Public Hearing and Authorize and Approve Staff to submit documents related to an application for Federal Assistance under USDA/RUS for Water System Improvements as defined by the T or C Water System Improvements Preliminary Engineering Report. Traci Burnette, Grant/Projects Coordinator & Zoning Official

H. NEW BUSINESS

1. Discussion/Action: Fiscal Year 2019/2020 Allocations for Subrecipient Applications. Morris Madrid, City Manager

I. REPORTS

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

J. EXECUTIVE SESSION

1. Disposition of Real Property (various properties) *pursuant to 10-15-1(H.8)*

K. ACTION ON ITEMS DISCUSSED DURING EXECUTIVE SESSION, if any.

L. ADJOURNMENT

NEXT CITY COMMISSION MEETING MAY 8, 2019



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 24, 2019

Agenda Item #: **E.1**

SUBJECT: Proclamation declaring Saturday, May 4th, 2019 as Miss Fiesta Day
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: April 19, 2019
SUBMITTED BY: Renee Cantin, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Renee Cantin, City Clerk-Treasurer

Summary/Background:

The Miss Fiesta Pageant was held on Saturday, April 20th, 2019. It's a long time honored tradition that has taken place in Truth or Consequences for many years. In the beginning it was run by the Women's Club and was recently taken over by the Truth or Consequences Rotary Club.

This year the pageant was honored to have quite a few ladies who signed up as contestants. And in talking to one of the Judge's and one of the Emcee's, it was one of the greatest group of Young Ladies ever. They all had more intelligence, poise and grace than you could even imagine.

Today, we would like to honor our 2019 Miss Fiesta, with a proclamation that proclaims Saturday, May 4th, 2019 (the first day of Fiesta weekend) as Miss Fiesta Day.

Recommendation:

None. Presentation only

Attachments:

- Click here to enter text.
- Click here to enter text.

Fiscal Impact (Finance): N/A

Click here to enter text.

Legal Review (City Attorney): N/A

Click here to enter text.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: E.1-Proclamations-Miss Fiesta



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 24, 2019

Agenda Item #: **E.2**

SUBJECT: Proclamation declaring May as National Poppy Month.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: April 19, 2019

SUBMITTED BY: Renee Cantin, City Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Renee Cantin, City Clerk-Treasurer

Summary/Background:

Mayor Whitehead will present the proclamation. The American Legion Auxiliary Poppy program Fact Sheet is attached.

The red poppy has become a nationally recognized symbol of sacrifice worn by Americans since World War I to honor those who served and died for our country in all wars. It reminds Americans of the sacrifices made by our veterans while protecting our freedoms. One hundred percent of the donations collected directly support the needs of veterans, military, and their families.

Recommendation:

None. Presentation only

Attachments:

- Poppy program fact sheet
- Proclamation

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: E.2-Proclamations-Poppy Month



American Legion Auxiliary National Headquarters
8945 N. Meridian St., Indianapolis, IN 46260
www.ALAforVeterans.org (317) 569-4500 Poppy@ALAforVeterans.org

ALA Poppy Program Fact Sheet



The Remembrance Poppy – Significance and Program Overview

Each year, the American Legion Auxiliary's three-quarters of a million members – direct female relatives of wartime veterans – raise more than \$5.5 million through the distribution of the symbolic red poppies to support active-duty military, veterans, and their families. The Auxiliary's 8,000+ neighborhood units distribute poppies throughout the year, especially on Memorial Day and Veterans Day. The red poppy has become a nationally recognized symbol of sacrifice worn by Americans since World War I to honor those who served and died for our country in all wars. It reminds Americans of the sacrifices made by our veterans while protecting our freedoms. One hundred percent of the donations collected directly support the needs of veterans, military, and their families.

Quick Facts

- The red poppy came to symbolize the blood shed protecting Americans' freedom following publication of the wartime poem "In Flanders Fields" written by Lt. Col. John McCrae, M.D., while serving on the front in WWI, to honor soldiers killed in battle.
- The popularity of the red poppy as a memorial to those who sacrificed their lives in war began in November 1918 when Moina (*pronounced mo-ee-na*) Michael was so moved by Lt. Col. McCrae's poem that she bought a bouquet of poppies on impulse – all that New York City's Wanamaker's Department Store had – and handed them to businessmen meeting at the New York YMCA where she worked. She asked them to wear the poppy as a tribute to the fallen. WWI was over, but America's sons would rest forever "in Flanders Fields." Later, Moina would spearhead a campaign that resulted in the adoption of the poppy as the national symbol of sacrifice. In 1923, the poppy became the official flower of The American Legion Family in memory of soldiers who fought on the battlefields during WWI.
- Last year, American Legion Auxiliary members raised more than \$5.5 million from poppy donations, 100 percent of which was used exclusively to support active-duty military, veterans, and their families through the Auxiliary's outreach program services.
- Veterans handcraft the flowers with assistance from unpaid volunteers. The veterans not only earn a small wage, which helps to supplement their incomes and makes them feel more self-sufficient, but the physical and mental activity provides many therapeutic benefits for the veteran.
- A veteran who devotes five to six hours per day assembling the red crepe paper poppies can make as many as 2,000 to 3,000 poppies in a week.
- Volunteers do not sell poppies – they "distribute" them, with a request that the person receiving the poppy make a donation to the poppy fund to support the Auxiliary's veteran outreach programs.
- Founded in 1919 to support the work of The American Legion, the American Legion Auxiliary is recognized as the world's largest women's patriotic service organization.

About the American Legion Auxiliary

American Legion Auxiliary (ALA) members have dedicated themselves for nearly a century to meeting the needs of our nation's veterans, military, and their families both here and abroad. They volunteer millions of hours yearly, with a value of more than \$3.1 billion. As part of the world's largest women's patriotic service organization, ALA volunteers across the country also step up to honor veterans and military through annual scholarships and with ALA Girls State programs, teaching high school juniors to be leaders grounded in patriotism and Americanism. To learn more about the ALA's mission or to volunteer, donate, or join, visit www.ALAforVeterans.org.

Proclamation

The City of Truth or Consequences

Whereas, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and

Whereas, Millions who have answered the call to arms have died on the field of battle; and

Whereas, A nation at peace must be reminded of the price of war and the debt owed to those who have died in war; and

Whereas, the red poppy has been designated as a symbol of sacrifice of lives in all wars; and

Whereas, the American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower.

Now, therefore, I, Sandra Whitehead, Mayor, on behalf of the City Commission of the City of Truth or Consequences, Sierra County, New Mexico do hereby proclaim May 2019 as:

Poppy Month

in Truth or Consequences, and ask all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy during the month of May and especially on Memorial Day, Monday, May 27, 2019.

Sandra Whitehead, Mayor

Renee Cantin, CMC, Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 24, 2019

Agenda Item #: **E.3**

SUBJECT: Presentation related to the Prescribed Fire and Wildland fire for the upcoming 2019 Fire Season.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: April 19, 2019

SUBMITTED BY: Renee Cantin, City Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Renee Cantin, City Clerk-Treasurer

Summary/Background:

Mr. Anthony James from the U.S. Forest Service will be giving the presentation on the upcoming 2019 Fire Season and will have a map available for viewing at the meeting.

Recommendation:

None. Presentation only

Attachments:

- None
- [Click here to enter text.](#)

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

File Name: E.3-2019 Fire Season presentation

Cantin, Renee

From: Sandra Whitehead
Sent: Wednesday, April 10, 2019 7:52 PM
To: Madrid, Morris; Cantin, Renee
Subject: Fwd: Prescribed Fire 2019

Good Evening,

I here request that Anthony James with the US Forrest Service be put on the next agenda of April 24th to talk about Prescribed Fire and Wildland Fire for the upcoming 2019 fire season.

Please feel free to call Mr. James for more information if need. His number is listed below!

Thank You and have a great evening.....

Sandy

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "James, Anthony C -FS" <acjames@fs.fed.us>
Date: 4/10/19 2:45 PM (GMT-07:00)
To: Sandra Whitehead <sandra.whitehead@torcnm.org>, skwhitehead@hotmail.com
Cc: "Hutchins, Michael N -FS" <mnhutchins@fs.fed.us>, "Fahl, Dennis -FS" <dfahl@fs.fed.us>, "Moor, Colten R -FS" <cmoor@fs.fed.us>
Subject: Prescribed Fire 2019

Sandra, please add the Forest Service to the April 24 City council meeting to discuss Prescribed Fire and Wildland Fire for the upcoming 2019 fire season.



Anthony James

DAFMO

Forest Service

Gila NF, Black Range RD

p: 575-894-6677

c: 575-740-5202

f: 575-894-3597

anthony.james@usda.gov

1804 N. Date St.

Truth or Consequences, NM 87901

www.fs.fed.us





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 24, 2019

Agenda Item #: **E.4**

SUBJECT: Presentation related to the Economic Development through Tourism in Truth or Consequences.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: April 11, 2019

SUBMITTED BY: Renee Cantin, City Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Steve Green, Former Mayor

Summary/Background:

Former Mayor Green requested this item to be added to the agenda.

Recommendation:

None. Presentation only

Attachments:

- None
- Click here to enter text.

Fiscal Impact (Finance): N/A

Click here to enter text.

Legal Review (City Attorney): N/A

Click here to enter text.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

File Name: E.4-ED – tourism-Steve Green



AGENDA REQUEST FORM

MEETING DATE: _____

Agenda Item
#: _____

SUBJECT: *Economic Development thru Tourism in Truth or Consequences*

DEPARTMENT: _____

DATE SUBMITTED: *April 11 -*

SUBMITTED BY: *Steve Miller*

Summary/Background: *past Commissioner, Wayne Pro Tem, Wayne from 2008 until 2019, would like no more than 15 minutes at the April 24, 2019 To do a presentation*

Recommendation:

Click here to enter text.

Attachments:

•

Fiscal Impact (Finance):

Legal Review (City Attorney):

Approved For Submittal By: Department Director: XX City Clerk: XX City Manager: XX

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. _____ Continued To: _____ Referred To: _____
Ordinance No. _____ Approved _____ Denied _____ Other: _____
File Name: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 24, 2019

Agenda Item #: **F.1**

SUBJECT: City Commission Minutes Approval, March 27, 2019

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: April 18, 2019

SUBMITTED BY: Angela A. Torres, Deputy City Clerk

WHO WILL PRESENT THE ITEM: Renee Cantin, Clerk-Treasurer

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

[Click here to enter text.](#)

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 2019/04-24-2019/Word Docs/F.1-AF-03-27-2019 CC Minutes

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, MARCH 27, 2019

A. CALL TO ORDER

The meeting was called to order by Mayor Sandra Whitehead 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. Sandra Whitehead, Acting Mayor
Hon. Kathy Clark, Mayor Pro-Tem
Hon. Rolf Hechler, Commissioner
Hon. Paul Baca, Commissioner
Hon. George Szigeti, Commissioner

Also Present: Morris Madrid, City Manager
Renee Cantin, City Clerk-Treasurer

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

2. SILENT MEDITATION:

Mayor Whitehead called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Mayor Whitehead asked for the E. Presentation to be moved before C. Public Comment.

**Commissioner Hechler moved to approve the agenda as amended.
Commissioner Szigeti seconded the motion. Motion carried unanimously.**

PRESENTATIONS:

Proclamation for Hot Springs High School Tigers Day. Our High School Varsity Boys Basketball 2019 State Champions. Sandy Whitehead, Mayor:

Mayor Whitehead read the proclamation and presented one to each member, the coaches, and the Managers.

C. COMMENTS FROM THE PUBLIC:

Lee Wedgewood addressed the Commission related to:

- 1) He has a lady friend who is with him all the time and she likes to take his money and eat up a lot of his time. If he doesn't give her his money or his time, she will kill him. What is her name you might ask, her name is cancer. He is a victim of cancer, not by choice, but he has been doing everything he can to counteract that. Since it has been eating all of his money, he has been experimenting with solar electricity. He built himself a unit, charged the batteries, and is running his equipment out of his garage. A friend of his, who was aware of his situation, brought him a truck full of solar panels which he used to build the unit. He finally got the meter to where it runs backwards and he's had a negative 3 times since December which was \$.08, \$.29, and \$.56. About 6 months ago, someone told him that there is an ordinance in place, and that he cannot have solar panels.

Ron Fenn addressed the Commission related to:

- 1) Mr. Fenn presented the comments he read to the Spaceport Board. He asked them to do the right thing and remove themselves from our building. The Fair Market should be \$19,000 a year and we've got nothing. He has submitted a proposal to the City Manager and he hopes he will approve it. He would like to see us leave Spaceport off of the tourism. He asked for the Commissions support for his proposal to the city.
- 2) He also discovered that the Spaceport is in violation of their contract due to the location of their office.

D. RESPONSE TO PUBLIC COMMENTS:

None.

E. CONSENT CALENDAR

1. City Commission Regular Minutes, February 27, 2019
2. City Commission Regular Minutes, March 13, 2019
3. Public Utilities Advisory Board Minutes, February 19, 2019
4. Golf Course Advisory Board Minutes, February 6, 2019

Mayor Pro-Tem Clark moved to approve as noted. Commissioner Baca seconded the motion. Motion carried unanimously.

F. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution No. 30 2018/2019 approving the acceptance of the Fiscal Year 2018 Audit. Heather Lucero, Pattillo, Brown, Brown, & Hill, LLP; and Morris Madrid, City Manager:**

Ms. Lucero gave the presentation on the Audit including their responsibility; the Unmodified Opinion/Clean Opinion; GAGAS Report in Internal Control; Report on compliance for each major federal program and internal control with an unmodified opinion; communication with the Governing Body. They presented the prior year findings that were resolved including payroll disbursements; Control over the current year findings included:

- 1) Controls over cash disbursements and purchase orders not being issued prior to purchasing.
- 2) Controls surrounding Cash Receipts, which was for the Golf Course.
- 3) Controls surrounding Bulk Fuel.
- 4) Cash Management was corrected but some of them still occurred in FY 18, if they remain the way they are, they should not be a finding next year.
- 5) Retiree Health Care Remittances and Recording, which was corrected subsequently but has to be a finding for last year.
- 6) Procurement and not obtaining proper information.

Mayor Pro-Tem Clark had some questions related going to accrual instead of cash in the future. She also responded the Commission has worked hard at bringing the Golf Course in and would we still be responsibility if it was an outside person. Ms. Carter said it was done per contract and they are still required to follow procedures in place.

City Manager Madrid gave an overview of how the findings are being corrected. He reported on each finding and the changes that have been made to correct these.

Mayor Pro-Tem Clark moved to approve Resolution No. 30 2018/2019 approving the acceptance of the Fiscal Year 2018 Audit. Commissioner Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

- 2. Discussion/Action: Resolution No. 31 2018/2019 designating Signatory Authority for submission of applications and related documentation for USDA. Traci Burnette, Grant/Projects Coordinator & Building Official:**

Grant/Projects Coordinator Burnette presented the Resolution which is required to designate signatory authority.

Commissioner Hechler moved to approve Resolution No. 31 2018/2019 designating Signatory Authority for submission of applications and related documentation for USDA to City Manager Madrid and City Clerk Cantin as the

Alternate. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 32 2018/2019 setting the Elected Officials compensation. Morris Madrid, City Manager & Jay Rubin, City Attorney:

City Manager Madrid presented the Resolution with the understanding that it will be after each of the elected official's terms are up.

Mayor Pro-Tem Clark moved to approve Resolution No. 32 2018/2019 setting the Elected Officials compensation commencing April 1, 2020 and with the first disbursement period to begin on April 1, 2022 for the amount of \$1,000 per month for Commissioners, and \$1,200 per month for the Mayor. Commissioner Szigeti seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 33 2018/2019 adopting the Sierra County New Mexico Hazard Mitigation Plan. Paul Tooley, Fire Chief/Emergency Services Coordinator:

Fire Chief Tooley gave a quick overview of the plan and how it's used.

There was some discussion regarding the use of the plan. Fire Chief Tooley notified them the process is a big umbrella over any major disasters in Sierra County.

Commissioner Szigeti spent some time going through this and as mentioned it is a prerequisite in order to apply for federal funds. This looks like something that could've been put together by some bureaucrat sitting in Washington who has never been west of the operation and plugged that information into a formula that was presented to them and the amount of repetition and redundancy is evident in the plan. He found plenty of typos you get when you hastily cut and paste information together. The numbers for Williamsburg and T or C are identical. He pointed out other data that does not match. There's nothing original in here that shows any original thought or ideas. Even the recommendations look like they were pulled off of a list. He doesn't think this gives us anything substantial to work with.

City Manager Madrid recommended approval.

Commissioner Szigeti moved to approve Resolution No. 33 2018/2019 adopting the Sierra County New Mexico Hazard Mitigation Plan. Commissioner Baca seconded the motion. Commissioner Hechler asked Commissioner Szigeti to provide his corrections. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. UNFINISHED BUSINESS:

1. Discussion/Action: Approval of Tower Structure Lease Agreement with Gravity Pad Towers, LLC. Traci Burnette, Grant/Projects Coordinator & Zoning Official:

Grant/Projects Coordinator Burnette reported they met to review the recommendations received and City Attorney Rubin reported the changes included on the agreement which is included in the agenda packet.

Mayor Whitehead asked Fire Chief Tooley to come forward and report information he received on the noise floor. Fire Chief Tooley presented the suggestion for testing for any increase of noise floor and system operations including having the new equipment installed as it would be; taking another baseline reading; turning on new equipment and redoing the testing; and any changes in performance for your radio communications would be considered service affecting. And to what degree would not be known until further testing is completed. He has an addendum he would like to see included in the agreement.

Mayor Pro-Tem Clark commented on some of her concerns and said she would like to see the addendum be added in. Mr. Milks responded he is confident it won't be a problem and does not have a problem with it being added.

Discussion was held whether this change addresses the concerns Mayor Pro-Tem Clark had at the last meeting. She confirmed if the addendum is included, it does address her concerns.

Commissioner Szigeti referred to Section 14.B to confirm they shall maintain the structural integrity of the water tank and tower at all times. Mr. Milks doesn't have a problem with making sure that happens.

City Attorney Rubin brought up Section 10.B (v) references Exhibit 2 which is not included. It was agreed to remove Section (v) and include it as an additional addendum along with the Fire Chief's addendum.

City Attorney Rubin made a point he has appoint to it as Exhibit 1 but it's referred to as Addendum A.

Mayor Pro-Tem Clark moved to approve Approval of Tower Structure Lease Agreement with Gravity Pad Towers, LLC, with the changes to Section 8 to see Addendum A and remove section 10. (v) and include the approval for the payment to be extended to September 1, 2019. Commissioner Szigeti seconded the motion. Motion carried unanimously.

REPORTS:

Grant/Projects Coordinator Burnette reported the following:

- We awarded the base bid from RMCI for Phase 2B and Lift Station at the WWTP and received additional funding and will be able to include all of the additives. She reached back out to USDA and we received additional funding and we will now be including all of the additives except for two very small ones. We received an additional loan for \$315,000 and an additional grant of \$485,600 to add to our \$4,515 million dollar Grant that we originally had.

City Manager Madrid reported the following:

- We have a lot of things need to be cleaned up. We have policies that are outdated and need to be updated.
- He complimented the hardworking staff we have and the teambuilding that has been happening.
- The city needs to address an Emergency Management Plan.

CITY COMMISSION REPORTS:

Commissioner Szigeti reported the following:

- Commissioner Szigeti just wanted to mention since they had the Poker Run this weekend, he talked to Chief Aragon and they did not have any complaints and they hope that will continue to be the case in the future.

Mayor Pro-Tem Clark reported the following:

- She is happy to thank Chief Aragon and the Police Department for everything they do.
- She agreed with City Manager Madrid that old policies and ordinances need to be revisited.

Mayor Whitehead reported the following:

- She once again congratulated our 3A Basketball State Champions and the welcome escort was one of the biggest we've ever had.

H. EXECUTIVE SESSION:

1. Sale, Acquisition or Disposal of Real Property (various city properties) *Pursuant to 10-15-1(H.8):*
2. Pending Litigation (Ashbaugh vs. City) *Pursuant to 10-15-1(H.7):*

Commissioner Baca moved to approve going into executive session at 10:34 a.m. to discuss Sale, Acquisition or Disposal of Real Property (various city properties) *Pursuant to 10-15-1.H(8); and Pending Litigation (Ashbaugh vs. City) Pursuant to 10-15-1(H.7).* Commissioner Szigeti seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

CITY COMMISSION MARCH 27, 2019 REGULAR MEETING MINUTES

Noted for the record: Commissioner Baca recused himself at 10:55 a.m. due to a conflict on the Pending Litigation item.

Mayor Whitehead reconvened the meeting in open session at 11:08 a.m.

Mayor Whitehead certified that only matters pertaining to Sale, Acquisition or Disposal of Real Property (various city properties), and *Pursuant to 10-15-1.H(8); and Pending Litigation (Ashbaugh vs. City) Pursuant to 10-15-1(H.7)* was discussed in Executive Session and no action was taken.

L. ACTION ON ITEMS DISCUSSED DURING EXECUTIVE SESSION, if any.

Mayor Pro-Tem Clark moved to approve giving the City Manager the authority to settle the case with Ashbaugh. Commissioner Szigeti seconded the motion. Motion carried unanimously.

M. ADJOURNMENT:

Mayor Pro-Tem Clark moved to adjourn at 11:10 a.m. Commissioner Szigeti seconded the motion. Motion carried unanimously.

Passed and Approved this 24th day of April, 2019.

Sandra Whitehead, Mayor

ATTEST:

Reneé L. Cantin, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 24, 2019

Agenda Item #: **F.2**

SUBJECT: Public Utility Advisory Board Minutes, March 18, 2019

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: April 18, 2019

SUBMITTED BY: Angela A. Torres, Deputy City Clerk

WHO WILL PRESENT THE ITEM: Renee Cantin, Clerk-Treasurer

Summary/Background:

PUAB Minutes as approved by the Public Utility Advisory Board.

Recommendation:

Approve the minutes.

Attachments:

- PUAB Minutes as approved by the Public Utility Advisory Board.

[Click here to enter text.](#)

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 2019/04-24-2019/Word Docs/F.2-AF-03-18-2019 PUAB Minutes

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC UTILITY ADVISORY BOARD
MINUTES
MONDAY, MARCH 18, 2019**

REGULAR MEETING

Regular meeting of the Public Utility Advisory Board of the City of Truth or Consequences, New Mexico held in the City Commission Chambers, 405 W. 3rd Street, at 4:30 p.m. on Monday, March 18, 2019.

INTRODUCTION:

ROLL CALL:

Jeff Dornbusch, Vice-Chairman
Ron Pacourek, Member
Ed Williams, Member
Don Armijo, Member
Gil Avelar, Member

ALSO PRESENT:

Morris Madrid, City Manager
Bo Easley, Electric Division Director
Andy Alvarez, Sanitation Director
Jesse Cole, Water/Wastewater Director
Kristen Weddle, Sanitation Administrative Assistant
Ruby Otero-Vallejos, Water/Wastewater Administrative Assistant
Traci Burnette, Grant Projects/P & Z Coordinator
Angela A. Torres, Deputy City Clerk

APPROVAL OF AGENDA:

Vice Chairman Dornbusch called for approval of the agenda.

Member Pacourek moved to approve the agenda. Member Williams seconded the motion. Motion carried unanimously.

APPROVAL OF MINUTES:

Vice-Chairman Dornbusch moved to approve the minutes of Regular meeting of Monday, February 19, 2019. Member Williams seconded the motion. Motion carried unanimously.

COMMENTS FROM THE PUBLIC:

City Manager Madrid introduced our new Water/Wastewater Director, Jesse Cole to the PUAB Board.

RESPONSE TO COMMENTS FROM THE PUBLIC:

None.

Discussion/Action: Re-organization of Chairman and Vice-Chairman:

Member Pacourek made a motion to nominate Jeff Dornbusch as Chairman. Member Avelar seconded the motion. Motion carried unanimously.

Member Pacourek made a motion to nominate Ed Williams as Vice-Chairman. Chairman Dornbusch seconded the motion. Motion carried unanimously

Discussion/Update: Electric Department - Bo Easley, Electric Division Director:

Bo Easley, Electric Division Director reported the following:

- The Mud Mountain Tower Project is will be complete once they remove old the cement slab where the previous tower existed. That will be completed next week.
- The AMI Meter RFP is ready to go out for bid.
- They have not heard anything further regarding the NMDOT Roundabout Project.
- The apprentice position will be out for two more weeks. They will be advertising the position in El Paso and Albuquerque.
- They ran a new single phase and set two poles and a transformer for the Verizon tower at the Louis Armijo Ball Field.
- His crew members Willie and Chris went to Rio Rancho for overhead school.
- Marto Electric will be here next week to do some projects at the Tradewinds Apartments on Pershing Street. They will be putting new conduit in the ground as well as replacing the underground. They will also re-string a new 3 phase across the North Interstate, and replace a pole on the west side, and on the east side going to the gun club.

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

Andy Alvarez, Sanitation Director and Kristen Weddle, Sanitation Administrative Assistant reported the following:

- They helped the Bountiful Alliance do a yard sale last Saturday. The yard sale brought in \$544.10 in proceeds that will be used for various things such as advertisements pertaining to recycling.
- They will hold the Free Spring Cleanup Day for the City and other outside areas on April 27th from 8am-3pm at the City of T or C Recycling Center. Flyers and additional information will be advertised in the local newspaper, available on the city website, and listed on the back of utility bills.
- They applied for the RAID Grant to pay for a 53 yard metal recycling container for cardboard.

Chairman Dornbusch recalls them talking about the amount of money the city saved doing recycling. He thinks that is something we should put out there to let people know that it is paying off. We can either add it on the utility bills, on the website, or a sign at the entrance of the Recycling Center that says "total

saving for recycling FY 18/19" and then we can add the total saving . That way we can get people talking about it, because he was impressed on how much we saved last year, and hopefully this year will be more.

Member Armijo offered to assist Mr. Alvarez during the Free Spring Cleanup Day.

Discussion/Update: Water/Wastewater Department - Jesus Navarro, Water/Wastewater Interim Supervisor:

Jesse Cole, Water/Wastewater Director reported the following:

- They put in a requisition for some parts for the Vac Station.
- He has been trying to get settled in, get permits in place, and make sure we are following all of the requirements for the State and Federal Regulations.
- He is looking into preparations for lab testing to be done in-house.
- He has reviewed the ordinance that pertain to grease traps and he will be working on getting a grease trap program in place to help alleviate some of the lines that are chronically under grease interceptor deficiencies.
- They have piping in place for the clarifiers. They will use the vac truck to get the last of the sludge out of the bottom of the clarifier, and they will switch clarifiers over to make sure that the weir is leveled out and operating properly. That will be completed by the end of the week, at which point they can come in and continue working on the south clarifier.
- He is wanting to promote crew members that are getting certified to do lab testing. We would be well off to bring somebody up through the ranks and promote them, that way we can make sure that they are doing the testing based on our standards and methodologies vs. bringing in an outsider who is used to doing bigger lab work and will change a lot of the SOP's around. There are some really great standard operating procedures in place right now and the employees that we have are very well adapted to the facilities that we have.
- He gave kudos to Jesus Navarro by saying that he has done an outstanding job filling in since Jesus Salayandia retired.

COMMENTS FROM THE BOARD:

Member Pacourek reported the following:

- He wanted to mention that we are still short a member on the Impact Fee Board.
- At the last meeting he asked that two items be added to this month's agenda and he was told that those items were administrative issues. He would like clarification on who can add stuff to the agenda, as well as authorize the agenda.

Manager Madrid stated that the Chairman is appointed to represent the the board and direct the actions of the board. He recommends that the agenda items be reviewed and approved by the Boards Chairman and himself and once they are reviewed, they will be handed over to Ms. Torres so she can formulate the agenda.

Chairman Dornbush reported the following:

- Since we're having a huge success with the free trash day he would like to propose a monthly trash pass for the citizens of T or C. He would like to keep the illegal dumping down and he feels that one of the reasons why people illegally dump is because they don't want to pay \$6 to take it to the transfer center. If we would allow a free monthly trip to the dump, and cap it at 500 lbs, 1000 lbs, or limit it to some small unit, this would help to get people to come in here. We can make it to where they would have to bring in their city utility bill to prove that they are a resident, the bill would be stamped, and they would dump their load. Then on the following month if they have something large to dump, they wouldn't have to wait for the bi-annual free day. He wants this to be something for everyone to think about because it would be nice PR to have a free pass to take stuff to the dump every month, and it would limit the amount of illegal dumps we have. Also, if they see a sign of how much we save with recycling, then maybe they will start recycling.
- Chairman Dornbush announced that a citizen brought to his attention a program that is called CUFF (*Catastrophic Utility Failure Forgiveness*). So if you have a water leak on your service line from your meter to your house, you would get forgiveness on a % of your bill. He would like to come up with some way to forgive a % of anything over the water average. It would also be dependant on how quickly they notify the city and how big the leak is. Las Cruces has this program, and they forgave almost 90% of the normal water bill.
- He discussed the issue of combining the duties of the Water and Wastewater Department. He asked that we separate the duties of each department to limit the potential of cross contamination.
- He would like the city to come up with some sort of compensation package for people who pass and move up in their certifications, so they can get some sort of monetary pat on the back for that.

City Manager Madrid reported that they are already working on the separation of the Water and Wastewater Department duties as well as working with each department on compensation for those who have received their certifications, trainings and competency over a period of years. That compensation will be tied to that level of expertise and satisfaction.

COMMENTS FROM STAFF:

There were no additional comments from staff.

ADJOURNMENT:

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

PASSED AND APPROVED this 8th day of April, 2019.

Jeff Dornbusch, Chairman
Public Utility Advisory Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 24, 2019

Agenda Item #: **F.3**

SUBJECT: Library Advisory Board Minutes, August 27, 2018; September 24, 2018; January 28, 2019; and March 25, 2019

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: April 18, 2019

SUBMITTED BY: Renee Cantin, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Renee Cantin, Clerk-Treasurer

Summary/Background:

The Clerk's Office is in the process of completing an internal audit of all Boards & Committees Minutes. Although we discovered all of the attached minutes were filed to the proper folder, they had not been approved by the City Commission.

Since last June, the board met as follows: July (no quorum); August minutes attached; September minutes attached; October (no quorum); November, no meeting scheduled; December, cancelled for holiday; January minutes attached; February (no quorum); March you received. Their next meeting is scheduled for April 29.

Recommendation:

Approve the minutes.

Attachments:

- 08-27-2018 Minutes
- 09-24-2018 Minutes
- 01-28-2019 Minutes
- 03-25-2019 Minutes

[Click here to enter text.](#)

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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File Name: CC Agendas 2019/04-24-2019/Word Docs/F.3-AF-Library Board Minutes

Minutes of the Library Advisory Board Meeting, Monday, August 27, 2018

The meeting was called to order at 5:40 p.m. by Chairman Bonnye Warwick. A quorum being present, it was decided that the meeting should proceed.

Present were: Chairman Bonnye Warwick, Board Members Michael Bankson and Bridget Long, and Library Director Pat O'Hanlon.

The agenda for the meeting was approved; motion to approve made by Bridget Long and seconded by Mike Bankson. The minutes of the June 2018 regular meeting were approved as read, motion made by Mike Bankson and seconded by Bridget Long. The affirmative votes on both motions were unanimous. The July 2018 regular meeting having been cancelled for lack of a quorum, there are no minutes.

COMMENTS FROM THE PUBLIC:

- None - no members of the public were present

REPORTS:

- Board members: None.
- Friends of the Library: No report at this time.
- Financial: The July 27, 2018 statement shows a value of \$19,598.61.
- Director's report: 1) The Board still need to search for two new Board members. 2) Jeanette Wood has been hired to fill the vacant full-time position, and will be working to increase the library's Children's programs. 3) We still need to fill the vacant part-time position.

OLD BUSINESS:

- None.

NEW BUSINESS:

- None.

There being no further business before the Board, the motion to adjourn was made by Mike Bankson and seconded by Bridget Long. The motion was unanimously approved. The meeting was adjourned at 6:18 p.m. The next meeting is scheduled for Monday, August 27, 2018.

Respectfully submitted,

Bonnys Warwick, Chairman
Pat O'Hanlon, Library Director

Minutes of the Library Advisory Board Meeting, Monday, September 24, 2018

The meeting was called to order at 5:30 p.m. by Chairman Bonnye Warwick. A quorum being present, it was decided that the meeting should proceed.

Present were: Chairman Bonnye Warwick, Board Members Michael Bankson and Bridget Long, and Library Director Pat O'Hanlon.

The agenda for the meeting was approved; motion to approve made by Mike Bankson and seconded by Bridget Long. The minutes of the August 2018 regular meeting required a correction on the date of the next meeting (should read September 24, 2018), recommended by Ms. Long. The minutes were then approved as corrected, motion made by Bridget Long and seconded by Mike Bankson. The affirmative votes on both motions were unanimous.

COMMENTS FROM THE PUBLIC:

- None - no members of the public were present

REPORTS:

- Board members: The Board discussed the option of adding time to our Saturday hours rather than staying open until 6:00 on Mondays. No decision was made, subject for discussion only.
- Friends of the Library: No report at this time.
- Financial: The July 27, 2018 statement shows a value of \$19,676.95.
- Director's report: 1) The Board is still searching for two new Board members. 2) Our part-time position is still open; we will have interviews on Thursday, September 27.

OLD BUSINESS:

- None.

NEW BUSINESS:

- None.

There being no further business before the Board, the motion to adjourn was made by Mike Bankson and seconded by Bridget Long. The motion was unanimously approved. The meeting was adjourned at 6:00 p.m. The next meeting is scheduled for Monday, October 29, 2018.

Respectfully submitted,

Bonnys Warwick, Chairman
Pat O'Hanlon, Library Director

Minutes of the Library Advisory Board Meeting, Monday, January 28, 2019

The meeting was called to order at 5:27 p.m. by Chairman Bonnye Warwick. A quorum being present, it was decided that the meeting should proceed.

Present were: Chairman Bonnye Warwick, Board Members Michael Bankson and Bridget Long, and Library Director Pat O'Hanlon.

The agenda for the meeting was approved; motion to approve made by Mike Bankson and seconded by Bridget Long. The minutes of the September 2018 regular meeting were approved as read, motion made by Bridget Long and seconded by Mike Bankson. The affirmative votes on both motions were unanimous. (NOTE: The Board's most recent meeting was held on September 24, 2018. The October meeting was cancelled because of no quorum; the Board does not meet in November because of the Thanksgiving holiday; the December meeting date fell on New Year's Eve.)

COMMENTS FROM THE PUBLIC:

- None.

REPORTS:

- Board members: None
- Friends of the Library: No report at this time.
- Library Foundation: The December 31, 2018 statement shows a value of \$19,234.52
- Director's report: 1) We have an application for one of the vacant board seats.
2) Our part-time position is now filled, and we have no staff vacancies.

OLD/UNFINISHED BUSINESS:

- Board vacancies: The motion was made to instruct the Library Director to ask the City Commission to approve the appointment of Mr. John Noel to fill the Board seat left vacant by the resignation of Patty Freemyer. The appointment will become effective immediately, and the term will expire June 30, 2020. This motion was made by Mike Bankson, and seconded by Bridget Long. The affirmative votes on the motion were unanimous. With the Commission's approval on this appointment, the Board will still need one more member.

NEW BUSINESS:

- None.

There being no further business before the Board, the motion to adjourn was made by Mike Bankson and seconded by Bridget Long. The motion was unanimously approved. The meeting was adjourned at 6:47 p.m. The next meeting is scheduled for Monday, February 25, 2019.

Respectfully submitted,

Bonnye Warwick, Chairman
Pat O'Hanlon, Library Director

Minutes of the Library Advisory Board Meeting, Monday, March 25, 2019

The meeting was called to order at 5:21 p.m. by Chairman Bonnye Warwick. A quorum being present, it was decided that the meeting should proceed.

Present were: Chairman Bonnye Warwick, Board Members Bridget Long and Jack Noel, and Library Director Pat O'Hanlon. Board Member Michael Bankson had called in, and is excused.

The agenda for the meeting was approved; motion to approve made by Bridget Long and seconded by Jack Noel. The minutes of the January 2019 regular meeting were approved as read, motion made by Jack Noel and seconded by Mike Bridget Long. The affirmative votes on both motions were unanimous.

COMMENTS FROM THE PUBLIC:

- None.

REPORTS:

- Board members: Jack Noel is interested in trying to reorganize and revitalize our Friends group. He also volunteered to try to write a weekly or monthly column about the library for the Sentinel.
- Friends of the Library: No report at this time.
- Library Foundation: The February 22, 2019 statement shows a value of \$19,879.08.
- Director's report: 1) We are still looking for someone to fill our remaining vacant Board seat. 2) Our wireless system is now back in operation 24/7.

OLD/UNFINISHED BUSINESS:

- None

NEW BUSINESS:

- None.

There being no further business before the Board, the motion to adjourn was made by Bridget Long and seconded by Jack Noel. The motion was unanimously approved. The meeting was adjourned at 6:02 p.m. The next meeting is scheduled for Monday, April 29, 2019.

Respectfully submitted,

Bonnys Warwick, Chairman
Pat O'Hanlon, Library Director



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 24, 2019

Agenda Item #: **F.4**

SUBJECT: Subrecipient 3rd Quarter Reports
DEPARTMENT: City Manager's Office
DATE SUBMITTED: April 18, 2019
SUBMITTED BY: Tammy Garner, Executive Assistant
WHO WILL PRESENT THE ITEM: Morris Madrid, City Manager

Summary/Background:

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

Recommendation:

Accept the 3rd Quarter Reports

Attachments:

- Checklist
-

[Click here to enter text.](#)

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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File Name: CC Agendas 2019/04-24-2019/Word Docs/ F.4-AF-Subrecipient 3rd Qtr Reports.

SUBRECIPIENT QUARTERLY REPORTS**FISCAL YEAR: 2018/2019**

Updated: 04/16/19

Reports are due by the 15th of the month following the quarter.

Exception: 4Q report due 6/07/19.

Exception: 4Q report due 6/07/19.

NAME OF ORGANIZATION	ALLOTMENT	1ST QTR. REPORT		2ND QTR. REPORT		3RD QTR. REPORT		4TH QTR. REPORT	
		YES	NO	YES	NO	YES	NO	YES	NO
(SUBRECIPIENT FUNDS)									
Companion Animal Action Team/CAAT Majie Powey 740-0421	\$1,500.00	X	10/01	X	1/9	X	04/03		
Domestic Abuse Intervention Center Blanca Chavez 894-3557	\$2,500.00	X	10/03	X	1/9	X	04/08		
Matthew 25 Food Pantry Dawn Jensen 847-785-9498	\$7,200.00	X	10/09	X	1/14	X	04/09		
SJOA / Sierra Joint Office on Aging Joe McClintock, Susan Penner 894-6641	\$46,814.00	X	10/15	X	01/29	X	N/A		
The Club of Sierra County Rebecca Dow 575-571-1056	\$10,000.00	X	10/09	X	02/15	X	04/15		
Wildflowers Kristina Rhodes 706-299-1069	\$1,000.00	X	10/12						

(OTHER FUNDS)

Friends of Elephant Butte Lake State PK Carla Johnson	\$1,000.00	X	09/21	X	1/7	X	03/28		
Geronimo Springs Museum Marilyn Pope 894-6600	\$4,600.00	X	09/11	X	1/8	X	04/05		
Geronimo Trail Scenic Byway LaRena Miller 894-2255	\$5,000.00	X	10/10	X	1/4	X	04/12		
MainStreet Truth or Consequences Linda DeMarino 740-6180	\$35,000.00	X	09/21	X	12/28	X	04/08		

1st Quarter: JUL, AUG, SEP

2nd Quarter: OCT, NOV, DEC

3rd Quarter: JAN, FEB, MAR

4th Quarter: APR, MAY, JUN

Copies to City Mgr. & Commission 10/24/18.

Copies to City Mgr. & Commission 03/13/19

Copies to City Mgr. & Commission

Copies to City Mgr. & Commission

RECEIVED APR 03 2019

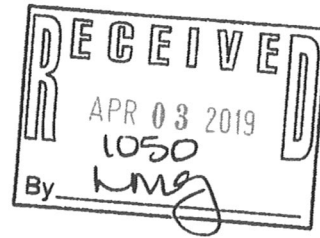
(Report is due by the 15th of the month following the QTR.)

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

Majaree E. Pavey
Signature

Rev. 5/2014

Companion Animal Action Team CAAT
PO Box 512
Williamsburg, NM 87942



SUBRECIPIENT GRANT
FY 2018/19
3rd QUARTER INVOICE

Date of Invoice: 04/03/2019

Invoice Amount: \$375

Submit To: *City of Truth or Consequences*
ATTN: *City Clerk's Office*
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$1,500

Quarter Draw: \$375.00

Please send payment to: *Companion Animal Action Team*
PO Box 512
Williamsburg, NM 87942

Thank you,

A handwritten signature in cursive script that reads "Majorie E. Powey".

Majorie E Powey, Chairman/ Secretary CAAT
Phone No. 575-894-6148 or cell # 575-740-0421

INVOICE

PNH Mobile 2

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

"A Healthy Pet is a Happy Pet"

FOR: T or C CAAT
Bob Videto
PO BOX 204
Williamsburg, NM

Printed: 01-15-19 at 6:31p

Date: 01-15-19

Account: 15892

Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price
Services by Amy Starr, DVM PS						
01-15-19	2019/01/15	224	Mileage (S/N Clinic) per mile	672.00	322.00	350.00 **
01-15-19		1	S/N Clinic Day			1375.00
01-15-19		28	Presurgery Intake Exam and Day H	308.00	308.00	0.00 **
01-15-19		28	Scan for Microchip			0.00
01-15-19		6	Feline Castration	150.00	150.00	0.00 **
01-15-19		6	Feline Ovariohistorectomy	300.00	300.00	0.00 **
01-15-19		5	Canine Castration	250.00	250.00	0.00 **
01-15-19		11	Canine Ovariohistorectomy	660.00	660.00	0.00 **
01-15-19		184	PNH2 Tramadol Tablet 50mg (1000	99.48	99.48	0.00 **
01-15-19		30	PNH2 Ketamine-Xylazine Comb Inj			0.00
01-15-19		1.92	PNH1 Metacam/Loxi Injection 5mg/	41.80	11.80	30.00 **
01-15-19		6	PNH2 K9 DAPP Inventory (1ml)			54.00
01-15-19		7	PNH2 Feline FVRCP Vaccine (1ml)			63.00
01-15-19		19	PNH2 Rabies 3yr Vaccine (10ml)			266.00

Services by

01-15-19	#1408	Check payment	-2138.00
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Old balance	Charges	Payments	Discount	New balance
0.00	2138.00	2138.00	2101.28 **	0.00

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

Reminders for: 2019/01/15	Last done
01-15-20 MVC Exam W/Vaccines	01-15-19

Thank you for letting us care for your pet(s)! Refer a new client and get \$20 off your next visit.

We will not process any type of credit card transaction without proper form of card holder's I.D. present.

INVOICE

PNH Mobile 2

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

"A Healthy Pet is a Happy Pet"

FOR: T or C CAAT
Bob Videto
PO BOX 204
Williamsburg, NM

Printed: 02-15-19 at 3:28p

Date: 02-15-19

Account: 15892

Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price
Services by Amy Starr, DVM PS						
02-15-19	2019/02/15	224	Milleage (S/N Clinic) per mile	672.00	322.00	350.00 **
02-15-19		1	S/N Clinic Day			1375.00
02-15-19		24	Presurgery Intake Exam and Day H264.00	264.00		0.00 **
02-15-19		24	Scan for Microchip			0.00
02-15-19		4	Feline Ovariohysterectomy	200.00	200.00	0.00 **
02-15-19		5	Feline Castration	125.00	125.00	0.00 **
02-15-19		10	Canine Ovariohysterectomy	600.00	600.00	0.00 **
02-15-19		5	Canine Castration	250.00	250.00	0.00 **
02-15-19		25.90	PNH2 Ketamine-Xylazine Comb Inj			0.00
02-15-19		116	PNH2 Tramadol Tablet 50mg (1000	67.52	67.52	0.00 **
02-15-19		1.80	PNH1 Metacam/Loxi Injection 5mg/	40.00	17.50	22.50 **
02-15-19		1	PNH Amputate Tail - Adult	104.00	19.00	85.00 **
02-15-19		10	PNH1 Carprofen Caplet 100mg (18	22.20	22.20	0.00 **
02-15-19		20	PNH1 Cephalexin Capsule 500mg (32.60	32.60	0.00 **
02-15-19		0.50	PNH1 Convenia Injection 80mg/ml	43.89	13.89	30.00 **
02-15-19		9	PNH2 Rabies 3yr Vaccine (10ml)			126.00
02-15-19		8	PNH2 K9 DAPP Inventory (1ml)			72.00
02-15-19		1	PNH2 Feline FVRCP Vaccine (1ml)			9.00
02-15-19		1	PNH 24Pet Watch Microchip Admin*	33.26	9.70	23.56 **

Services by

02-15-19	#1412	Check payment	-2095.00
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Old balance	Charges	Tax	Payments	Discount	New balance
0.00	2093.06	*1.94	2095.00	1943.41 **	0.00

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

Reminders for: **2019/02/15**

Last done

02-15-20 MVC Exam W/Vaccines

02-15-19

INVOICE

PNH Mobile 2

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

"A Healthy Pet is a Happy Pet"

FOR: T or C CAAT
Bob Videto
PO BOX 204
Williamsburg, NM

Printed: 03-15-19 at 3:49p

Date: 03-15-19

Account: 15892

Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price
Services by Amy Starr, DVM PS						
03-15-19	2019/03/15	224	Milleage (S/N Clinic) per mile	672.00	322.00	350.00 **
03-15-19		1	S/N Clinic Day			1375.00
03-15-19		27	Presurgery Intake Exam and Day H297.00	297.00		0.00 **
03-15-19		6	Feline Castration	150.00	150.00	0.00 **
03-15-19		6	Feline Ovariohistorectomy	50.00	44.00	6.00 **
03-15-19		9	Canine Ovariohistorectomy	540.00	540.00	0.00 **
03-15-19		5	Canine Castration	250.00	250.00	0.00 **
03-15-19		6	PNH2 K9 DAPP Inventory (1ml)			54.00
03-15-19		7	PNH2 Feline FVRCP Vaccine (1ml)			63.00
03-15-19		19	PNH2 Rabies 3yr Vaccine (10ml)			266.00
03-15-19		1.96	PNH1 Metacam/Loxi Injection 5mg/	42.40	12.40	30.00 **
03-15-19		0.50	PNH1 Convenia Injection 80mg/ml	43.89	13.89	30.00 **
03-15-19		29.50	PNH2 Ketamine-Xylazine Comb Inj			0.00
03-15-19		148	PNH2 Tramadol Tablet 50mg (1000	82.56	82.56	0.00 **
03-15-19		1	PNH Microchip Administration*			33.26

A HomeAgain microchip is a permanent pet ID. The microchip itself has no internal energy source, so it will last the life of your pet. It is read by passing a microchip scanner over the pet's shoulder blades. The scanner emits a low radio frequency that provides the power necessary where the chip is located to transmit the microchip's unique cat or dog ID code and positively identify the pet.

Microchips are designed to last your pet's entire lifetime. Once enrolled, they link to a permanent record of your information - which is important to keep up-to-date so you can be reached when your lost pet is found. Your microchip comes with a personal listing in our lost pet database, and this translates to anytime/anywhere pet recovery services.

HomeAgain Lost Pet Alerts contain your pet's microchip number and physical description as well as information on where your pet was last seen. You may also create a Lost Pet Poster with a recent photo of your pet to be distributed along with the Lost Pet Alerts. You can print out dozens of lost cat or lost dog posters and post them around the neighborhood where your pet was last seen.

Virtually all veterinary clinics and animal shelters across the country are equipped with scanners that can read your pet's microchip. HomeAgain members can breathe a little easier knowing their lost cat or dog can be identified whether he's 3 or 3,000 miles away from home.

A pet emergency can strike outside of your primary veterinarian's office hours or far from home. Unless you are a trained professional, it can be hard to know what

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Quarterly Report

SUBRECIPIENT QUARTERLY REPORT

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

FY: 2018/2019

ORGANIZATION: Domestic Abuse Intervention Center

ALLOCATION: \$2500.00
(FY Allotment, Not Qtr. Draw)

QTR DRAW: \$625.00

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

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

Statistical Information:		Years	Victimization	Referral	
Female-14	Anglo- 12	18-21- 2	Emotional- 17	Police-3	Sheriff-
Male- 7	Hispanic- 7	22-40-8	Physical-16	Hospital-	Self-Referral-5
	Other- 2	41-59-8	Sexual-1	Courts- 10	Friends-1
		60-74- 1	Stalking-	Family-	Other-1
		Unknown- 2		CYFD- 1	

Type of Contact:	Volunteer Hours : Total- 1659
Orders of Protection-7	Cell Phone-1656
Skills & Knowledge Sessions- 54	Administrative-0
Group- 195	Crisis-
Community Navigation-1.5	Office-
Crisis Intervention- 12	Direct client contact (crisis)- 3
Shelter-	Transportation -
Food-	
Legal Advocacy- 32.5	

January -	February-	March-	
\$172.48	\$172.48	\$280.04	Total \$625.00

SUBMITTED BY: Blanca Chavez

TYPED NAME

/ Blanca Chavez
SIGNATURE

DATED: 4-4-19

Rev. 5/2014

Domestic Abuse Intervention Center
P.O. Box 1711
Truth or Consequences, NM 87901

RECEIVED APR 08 2019

SUBRECIPIENT GRANT
FY 2018/19
3rd QUARTER INVOICE

Date of Invoice: April 4, 2019

Invoice Amount: \$625.00 *OK M*

Submit To: *City of Truth or Consequences*
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$2500.00

Quarter Draw: \$625.00

Please send payment to: *Domestic Abuse Intervention Center*
P.O. Box 1711
Truth or Consequences, NM 87901

Thank you,

Blanca Chavez

Blanca Chavez
575-894-3557

SUBRECIPIENT QUARTERLY REPORT

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

FY: 2018/2019ORGANIZATION: Matthew 25 Food PantryALLOCATION: \$7,200.00QTR DRAW: \$1,800.00QUARTER: 3rd

(FY Allotment, Not Qtr. Draw)

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

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

Primary Food Distribution Performance

As of March 31, 2019, 562 households with 1,015 individuals are enrolled in the Matthew 25 Food Pantry program, 69% of the households receive food stamps. The 3rd quarter household enrollment growth was 14% over the 2nd quarter and the individual enrollment growth was 15.7% over the 2nd quarter.

In the 3rd quarter, Matthew 25 distributed food 13 times. Compared to the 2nd quarter, walk-in food basket distribution (excluding Public Housing) to households increased 20.4%, represented individuals increased 24%, food baskets for households including children increased 18.7%. Emergency food basket distribution was 47.4% below the first two quarters' average.

A household is limited to two visits a month to the Matthew 25 Food Pantry, 40.9% of the households of three individuals or more made two visits a month. For the 3rd quarter, 28% of the households visited Matthew 25 five or six times during the quarter, identical to the 2nd quarter.

Appendices: 1 – HH Enrollment; 2 – HH Food Basket Distribution; 3 – Emergency Food Basket Distribution; 4 – Monthly HH Distribution Frequency; 5 – Quarterly HH Distribution Frequency.

Financial Performance

Matthew 25's 3rd quarter profit was \$3,479.88 increasing the grant year's nine month's profit to \$3,504.69. Private donations in the 3rd quarter were 18.3% over budget, in the grant year to date private donations are 22.5% over budget. Total revenue for the 3rd quarter was 13.4% over budget, for the grant year total revenue is 10.1% over budget. Food expenses in the 3rd quarter were 47.6% below budget, due to higher than average food donations from local organizations, private donations, and government TEFAP food donations. In the first three quarters, food expense is 17% below budget, resulting in total expenses being 9.3% below budget.

Appendix 6 provides an overview of Matthew 25's financial performance and the full year budget.

Other Services

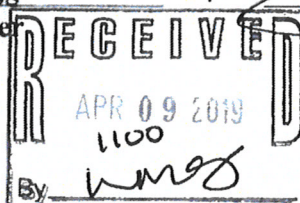
Matthew 25 Food Pantry's mission is to serve the community's impoverished and underprivileged. Food distribution is our paramount objective.

For several weeks during the 3rd quarter TEFAP (Temporary Food Assistance Program) had an oversupply of food. TEFAP lifted the program restriction that TEFAP donated food could only be distributed to individuals once a month. During this time, large quantities of both milk and meat were delivered to the food pantry. Meat received the first priority for Matthew 25's freezer space. The six largest milk deliveries totaled 2,552 half gallons of milk. Milk received the remaining freezer space, then as much as possible was refrigerated. Arrangements were made for the remaining milk to be delivered by Matthew 25 volunteers to other local non-profit charitable organizations for distribution.

Matthew 25 distributes food on Thursdays, produce and fruit donations are received throughout the week. Often the produce donated between Friday and the following Tuesday cannot be kept until the following Thursday distribution due to spoilage. Under these circumstances' arrangements are made for the portion of that day's donated produce subject to probable spoilage, to be delivered to other local non-profit charitable organizations for distribution while it is still reasonably fresh.

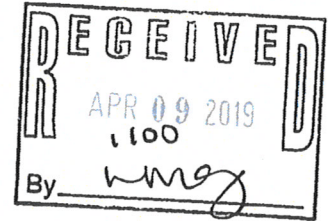
SUBMITTED BY: Michael Hogg

Financial Officer

DATED: April 8, 2019

SIGNATURE

**Matthew 25 Food Pantry, Inc.
P.O. Box 3277
Truth or Consequences, NM 87901**



**TorC Subrecipient Grant
2018/2019 Grant Year
3rd Quarter Invoice**

Date of Invoice: April 8, 2019

Invoice Amount: \$1,800

Submit to: City of Truth or Consequences
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 97901

Allocation Amount: \$7,200.00

Quarter Draw: \$1,800.00 *OK TH*

Please Send Payment to: Matthew 25 Food Pantry, Inc.
P.O. Box 3277
Truth or Consequences, NM 87901

Thank-you,

A handwritten signature in cursive script, appearing to read "Michael Hogg", written over a horizontal line.

Michael Hogg, Chief Financial Officer
575-740-2223

April 8, 2019

Date

Appendix 1: - Matthew 25 3rd Quarter HH Enrollment

Location	HH	Seniors	Adults	Children	Total Individuals	Veterans	Diabetic	Food Stamps
TorC	326	112	391	168	671	41	10	212/ 442
Williamsburg	24	9	28	17	54	4	1	11 / 31
Caballo	20	5	23	8	36	4	0	14 / 30
Elephant Butte	29	8	36	10	54	4	5	13 / 21
Arrey	13	2	18	13	33	0	0	5 / 16
Winston	3	0	4	2	6	0	0	1 / 2
Hillsboro	3	1	2	0	3	1	1	2 / 2
Monteciello	2	0	4	0	4	0	0	2 / 4
Cuchilla	2	0	2	2	4	0	0	1 / 1
Kingston	1	0	1	0	1	1	0	1 / 1
Non-TorC Totals	97	25	118	52	195	14	7	50 / 108
Totals	423	137	509	220	866	55	17	262 / 550
Senior Housing	139	92	54	3	149	14	n/a	128 / 136
Grand Totals	562	229	563	223	1,015	69	17	390 / 686

Appendix 2: Matthew 25 - 3rd Quarter HH Food Basket Distribution

Date	Households	Seniors	Adults	Children	Ind Totals	Veterans
January						
01/03/19	94	64	72	55	191	14
01/10/19	92	61	90	53	204	13
01/17/19	102	63	110	62	235	17
01/24/19						
Walk-ins	73	46	64	30	140	19
Senior Housing	127	86	48	0	134	16
01/31/19	65	26	79	42	147	15
Total	553	346	463	242	1,051	94
February						
02/07/19	108	66	112	74	252	17
02/14/19	105	67	103	58	228	16
02/21/19	114	66	114	54	234	21
02/28/19						
Walk-ins	80	38	82	45	165	13
Senior Housing	126	87	46	0	133	12
Total	533	324	457	231	1,012	79
March						
03/07/19	100	63	93	43	199	15
03/14/19	96	65	96	61	222	19
03/21/19	107	71	98	54	223	15
03/28/19						
Walk-ins	92	47	107	45	199	13
Senior Housing	127	86	48	0	134	11
Total	522	332	442	203	977	73
2018 / 2019 Year Totals						
1st Qtr Totals	1,540	971	1,164	568	2,703	203
2nd Qtr Totals	1,496	963	1,160	589	2,712	239
3rd Qtr Totals	1,608	1,002	1,362	676	3,040	246
4th Qtr Totals						
YTD Totals	4,644	2,936	3,686	1,833	8,455	688

Appendix 3: Matthew 25 - 3rd Qtr Emergency Food Basket Distribution

Date	HH	Seniors	Adults	Children	Ind Totals
January					
01/03/19	2	0	3	1	4
01/10/19	6	0	7	2	9
01/17/19	1	0	2	0	2
01/24/19	4	0	6	0	6
01/31/19	10	1	12	5	18
Totals	23	1	30	8	39
February					
02/07/19	2	0	4	3	7
02/14/19	4	1	7	3	11
02/21/19	4	0	6	4	10
02/28/19	2	0	2	2	4
Totals	12	1	19	12	32
March					
03/07/19	2	1	1	0	2
03/14/19	0	0	0	0	0
03/21/19	2	2	1	0	3
03/28/19	1	0	2	1	3
Totals	5	3	4	1	8
3rd Qtr Totals	40	5	53	21	79
2018 / 2019 Year Totals					
1st Qtr Totals	97	19	109	37	165
2nd Qtr Totals	55	7	75	45	127
3rd Qtr Totals	40	5	53	21	0
4th Qtr Totals					
YTD Totals	192	31	237	103	292

Appendix 4: Matthew 25 - 3rd Quarter Monthly HH Distribution Frequency (Walk-ins Only, No Public Housing)

HH Size	1 Individual		2 Individuals		3 Individuals		4 Individuals		4+ Individuals		Total	
	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct	Count	Pct
January												
None	68	38%	29	32%	9	26%	9	26%	14	47%	129	35%
Once	42	23%	28	30%	6	17%	8	23%	5	17%	89	24%
Twice	71	39%	35	38%	20	57%	18	51%	11	37%	155	42%
Total	181	49%	92	25%	35	9%	35	9%	30	8%	373	100%
February												
None	72	39%	38	36%	11	34%	10	27%	13	36%	144	36%
Once	49	27%	33	31%	7	22%	10	27%	14	39%	113	29%
Twice	63	34%	35	33%	14	44%	17	46%	9	25%	138	35%
Total	184	47%	106	27%	32	8%	37	9%	36	9%	395	100%
March												
None	89	45%	47	42%	13	38%	9	24%	28	39%	186	41%
Once	50	25%	31	27%	11	32%	11	30%	17	24%	120	26%
Twice	59	30%	35	31%	10	29%	17	46%	26	37%	147	32%
Total	198	44%	113	25%	34	8%	37	8%	71	16%	453	100%
3rd Qtr Totals												
None	229	41%	114	37%	33	33%	28	26%	55	40%	459	38%
Once	141	25%	92	30%	24	24%	29	27%	36	26%	322	26%
Twice	193	34%	105	34%	44	44%	52	48%	46	34%	440	36%
Total	563	46%	311	25%	101	8%	109	9%	137	11%	1,221	100%
2018 / 2019 Year Totals												
1st Qtr	392	54%	143	20%	73	10%	77	11%	46	6%	731	100%
2nd Qtr	498	50%	223	22%	98	10%	97	10%	77	8%	993	100%
3rd Qtr	563	46%	311	25%	101	8%	109	9%	137	11%	1,221	100%
4th Qtr												
YTD Totals	1453	49%	677	23%	272	9%	283	10%	260	9%	2,945	100%

Appendix 5: Matthew 25 - 3rd Quarter Quarterly HH Distribution Frequency (Walk-ins Only, No Public Housing)

[illegible]

Appendix 6: Matthew 25 - 3rd Quarter Financial Performance

	January	February	March	3 rd Qtr
Revenue				
Contributions	\$2,245.00	\$1,275.00	\$1,954.00	\$5,474.00
Grant Income	\$1,800.00	\$0.00	\$0.00	\$1,800.00
Bullock's Receipt	\$211.99	\$145.33	\$387.34	\$744.66
Reimbursement				
Miscellaneous	\$0.00			\$0.00
Total	\$4,256.99	\$1,420.33	\$2,341.34	\$8,018.66
Expense				
Food	\$377.07	\$835.84	\$857.53	\$2,070.44
Rent	\$600.00	\$600.00	\$600.00	\$1,800.00
Utilities	\$43.10	\$315.50	\$293.57	\$652.17
Insurance	\$0.00			\$0.00
Miscellaneous	\$5.39	\$5.39	\$5.39	\$16.17
Total	\$1,025.56	\$1,756.73	\$1,756.49	\$4,538.78
Net Income	\$3,231.43	-\$336.40	\$584.85	\$3,479.88

	YTD	YTD Variance (based on 9 Mths)	2018/2019 Budget	
			Annual	Monthly Avg
Revenue				
Contributions	\$16,990.28	22.45%	\$18,500	\$1,542
Grant Income	\$4,100.00	-24.07%	\$7,200	\$600
Bullock's Receipt	\$1,677.47	-10.53%	\$2,500	\$208
Reimbursement				
Miscellaneous	\$600.00	700.00%	\$100	\$8
Total	\$23,367.75	10.10%	\$28,300	\$2,358
Expense				
Food	\$9,839.09	-16.97%	\$15,800	\$1,317
Rent	\$5,400.00	0.00%	\$7,200	\$600
Utilities	\$3,777.19	-3.15%	\$5,200	\$433
Insurance	\$798.27	133.05%	\$800	\$67
Miscellaneous	\$48.51	-67.66%	\$200	\$17
Total	\$19,863.06	-9.30%	\$29,200	\$2,433
Net Income	\$3,504.69	519.21%	-\$900.00	-\$75.00

Matthew 25 Food Pantry Uses Cash Basis Accounting

SUBRECIPIENT QUARTERLY REPORT

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

FY: 2018/2019

ORGANIZATION: Sierra Joint Office on Aging

ALLOCATION: \$46,814.00

QTR DRAW: \$11,703.50

QUARTER: 3rd

(FY Allotment, Not Qtr. Draw)

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

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

7752 Meals served in congregate meal sites to Truth or Consequences residents.

6890 Meals delivered to the Homebound.

3518 Transportation (Rides)/local & Las Cruces.

2204 In Home services provided.

31.75 hours provided for Respite.

New this year: Assisted Transportation - 74 Units

SUBMITTED BY: Lisa Mattingly

TYPED NAME

DATED: 01/29/19

SIGNATURE

Rev. 5/2014

Sierra Joint Office on Aging
360 W. 4th St.
Truth or consequences, NM 87901

SUBRECIPIENT GRANT
FY 2018/19
3rd QUARTER INVOICE

Date of Invoice: 4/05/19

Invoice Amount: \$11,703.50

Submit To: *City of Truth or Consequences*
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$46,418.00

Quarter Draw: \$11,703.50

Please send payment to: *Sierra Joint Office on Aging*
360 W 4th St.
Truth or Consequences, NM 87901

Thank you,

A handwritten signature in cursive script, reading "Lisa R Mattingly".

Lisa Mattingly
575-894-6641

Agency Summary Report

Service Period: From 1/1/2019 to 3/31/2019

4/5/2019

- PSA4 - Sierra Joint Office on Aging Agency Summary Report Local

2018-2019 Monthly Report

	* Consumers/ Consumer Groups	Units	Cost
Agency: North Central New Mexico Non-Metro PSA-4			
Site: Sierra - Arrey site			
Service: Congregate Meals			
Subservice: CM - Lunch			
Subtotal for January 2019:	3 / 0	5.00	\$0.00
Subtotal for February 2019:	4 / 0	10.00	\$0.00
Subtotal for March 2019:	2 / 0	9.00	\$0.00
Subtotal for Subservice:	4 / 0	24.00	\$0.00
Subtotal for Service:	4 / 0	24.00	\$0.00
Subtotal for Site:	4 / 0	24.00	\$0.00
Site: Sierra - Hacienda Orgullo site			
Service: Congregate Meals			
Subservice: CM - Lunch			
Subtotal for January 2019:	10 / 0	140.00	\$0.00
Subtotal for February 2019:	8 / 0	99.00	\$0.00
Subtotal for March 2019:	7 / 0	114.00	\$0.00
Subtotal for Subservice:	10 / 0	353.00	\$0.00
Subtotal for Service:	10 / 0	353.00	\$0.00
Subtotal for Site:	10 / 0	353.00	\$0.00
Site: Sierra - Truth or Consequences site			
Service: Assessment/Reassessment			
Subservice: (No Subservice)			
Subtotal for January 2019:	92 / 0	94.00	\$0.00
Subtotal for February 2019:	89 / 0	89.00	\$0.00
Subtotal for March 2019:	85 / 0	85.00	\$0.00
Subtotal for Subservice:	262 / 0	268.00	\$0.00
Subtotal for Service:	262 / 0	268.00	\$0.00
Service: Assisted Transportation			
Subservice: (No Subservice)			
Subtotal for February 2019:	4 / 0	22.00	\$0.00
Subtotal for March 2019:	8 / 0	52.00	\$0.00
Subtotal for Subservice:	8 / 0	74.00	\$0.00
Subtotal for Service:	8 / 0	74.00	\$0.00
Service: CG- Respite Care			
Subservice: CG- respite - In home - 108-2843			
Subtotal for February 2019:	1 / 0	12.50	\$0.00
Subtotal for March 2019:	1 / 0	19.25	\$0.00
Subtotal for Subservice:	1 / 0	31.75	\$0.00
Subtotal for Service:	1 / 0	31.75	\$0.00
Service: Congregate Meals			
Subservice: CM - Lunch			
Subtotal for January 2019:	272 / 0	2,496.00	\$0.00
Subtotal for February 2019:	286 / 0	2,298.00	\$0.00
Subtotal for March 2019:	296 / 0	2,581.00	\$0.00

* Consumer counts are distinct over group totals. Grand Total represents the distinct count of consumers served.

Agency Summary Report

Service Period: From 1/1/2019 to 3/31/2019

4/5/2019

- PSA4 - Sierra Joint Office on Aging Agency Summary Report Local

2018-2019 Monthly Report

	* Consumers/ Consumer Groups	Units	Cost
Agency: North Central New Mexico Non-Metro PSA-4			
Site: Sierra - Truth or Consequences site			
Service: Congregate Meals			
Subtotal for Subservice:	360 / 0	7,375.00	\$0.00
Subtotal for Service:	360 / 0	7,375.00	\$0.00
Service: Home Delivered Meals			
Subservice: HD - Evening			
Subtotal for January 2019:	33 / 0	612.00	\$0.00
Subtotal for February 2019:	29 / 0	521.00	\$0.00
Subtotal for March 2019:	28 / 0	552.00	\$0.00
Subtotal for Subservice:	33 / 0	1,685.00	\$0.00
Subservice: HD - Lunch - 4-2194			
Subtotal for January 2019:	71 / 0	1,308.00	\$0.00
Subtotal for February 2019:	69 / 0	1,221.00	\$0.00
Subtotal for March 2019:	69 / 0	1,280.00	\$0.00
Subtotal for Subservice:	79 / 0	3,809.00	\$0.00
Subservice: HD - Weekend - evening			
Subtotal for January 2019:	7 / 0	52.00	\$0.00
Subtotal for February 2019:	5 / 0	36.00	\$0.00
Subtotal for March 2019:	5 / 0	40.00	\$0.00
Subtotal for Subservice:	7 / 0	128.00	\$0.00
Subservice: HD - Weekend - lunch			
Subtotal for January 2019:	56 / 0	450.00	\$0.00
Subtotal for February 2019:	54 / 0	388.00	\$0.00
Subtotal for March 2019:	53 / 0	430.00	\$0.00
Subtotal for Subservice:	62 / 0	1,268.00	\$0.00
Subtotal for Service:	79 / 0	6,890.00	\$0.00
Service: Homemaker			
Subservice: (No Subservice)			
Subtotal for January 2019:	58 / 0	862.25	\$0.00
Subtotal for February 2019:	57 / 0	559.00	\$0.00
Subtotal for March 2019:	62 / 0	783.25	\$0.00
Subtotal for Subservice:	70 / 0	2,204.50	\$0.00
Subtotal for Service:	70 / 0	2,204.50	\$0.00
Service: Transportation			
Subservice: (No Subservice)			
Subtotal for January 2019:	94 / 0	1,141.00	\$0.00
Subtotal for February 2019:	91 / 0	1,114.00	\$0.00
Subtotal for March 2019:	91 / 0	1,263.00	\$0.00
Subtotal for Subservice:	122 / 0	3,518.00	\$0.00
Subtotal for Service:	122 / 0	3,518.00	\$0.00
Subtotal for Site:	563 / 0	20,361.25	\$0.00
Total For Agency:	570 / 0	20,738.25	\$0.00

* Consumer counts are distinct over group totals. Grand Total represents the distinct count of consumers served.

Agency Summary Report

Service Period: From 1/1/2019 to 3/31/2019

4/5/2019

- PSA4 - Sierra Joint Office on Aging Agency Summary Report Local

2018-2019 Monthly Report

	* Consumers/ Consumer Groups	Units	Cost
Grand Total:	570 / 0	20,738.25	\$0.00

* Consumer counts are distinct over group totals. Grand Total represents the distinct count of consumers served.

Printed: 4/5/2019 1:00:14PM

Rev.20190405

Page 3 of 3

RECEIVED APR 15 2019

17

ORGANIZATION: *The Club of Sierra County*

ALLOCATION: \$10,000

\$2500

QUARTER: 3rd

(FY Allotment)

(Quarterly Draw)

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

SUBMITTED BY:

Rocky Lance

Print Name _____

Signatur

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

Our goal moving forward is to average 35-40 youth a day. We plan to reach this goal by actively recruiting youth during their school lunches and promoting the services we have to offer. We are also actively recruiting students at school activities such as sporting events that provide us with the opportunity to interact with parents as well. The Club basketball league has begun as we have over 100 different youth registered. It is estimated that 80% of these youth are not duplicated through our normal services.

Page 1 of 2

opportunities that are being provide to the youth. The list below outlines all services The Club has continued to provide:

- Provide all community youth (12-18 yrs/6th-12th grades) with Club opportunities for 20 hours per week during the school year and 30 hours during summer months with qualified mentors.
- Provide high quality year round comprehensive programming for youth
- Maintain mentor to youth ratios of 1:15 (1:6 when tutoring/homework help).
- Provide Club scholarships for those who need assistance (annual membership dues are \$10). In 2012 100% of members received free membership.
- Host and provide 3 free community and family engagement event per year that align with priorities (academic success, healthy lifestyles and leadership and character development).
- Engage in community resource fairs and other service provider events to support community and family.
- Provide transportation for youth (with the greatest need) from Manzano, TCMS, and HSHS to Club during the school year.
- Provide healthy summer meals (lunch and dinner) and year round afternoon snacks.
- Direct one-on-one mentoring for at least 50 youth.
- Provide recreational and educational supplies for all Club activities.
- Provide a safe, clean, and drug free environment designed with youth in mind.
- Provide youth access to Computer Lab during business hours for GED Classes and tests.
- Provide WIA youth access to Computer lab for testing and job preparation and applications.
- Provide youth access to Computer Lab during Club hours for homework and projects including access to printer and paper (software available on Club computers).
- Provide youth recognition.
- Promote Club opportunities within community.
- Train staff in areas related to job roles and duties.
- Perform background checks on all volunteers and staff upon hire and every 24 months thereafter.
- Survey Parents, Student members and teacher to measure outcomes
- Maintain member files (including emergency contact, family, medical contact and insurance info, allergy, school enrollment, age, grade, photo/media releases, school record authorizations, transportation authorizations, income, race, technology use).
- Maintain electronic online database of Club information, activities and PED alignments, member information and staff.
- Reports to skakeholders as requested.
- Implement Nationally Standardized Continuous Quality Assessment tool.
- Provide wireless Internet access to Club PC, Macs and for personal laptop use.
- Comply with and remain current with NM Environment Department.
- Ensure 50% of staffs have current First aid and CPR certifications with one certified person present at all times.
- Supporting youth and their families to progress in grade level each year.

INVOICE

The Club of Sierra County
1300 South Broadway
T or C, NM 87901

4/15/2019

Ta

RECEIVED APR 15 2019

BILL TO City of Truth or Consequences
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount
\$10,000.00

Quarter Draw
\$2,500.00

DESCRIPTION

AMOUNT

Subrecipient Grant
FY 2018/19
3rd Quarter Invoice

\$2,500.00


TOTAL

\$2,500.00

Make all remit payment to AppleTree 1300 S Broadway T or C, NM 87901

Thank you,

Rockford Lance
Financial Director
575-894-5646

RECEIVED MAR 28 2019

SUBRECIPIENT QUARTERLY REPORT

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

FY: 2018/19

ORGANIZATION: Friends of Elephant Butte Lake State Park

ALLOCATION: \$1,000.00

QTR DRAW: \$250.00

QUARTER: 3rd

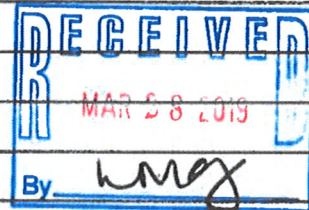
(FY Allotment, Not Qtr. Draw)

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

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

The Fireworks Committee presented our new "vendor". With training and help from our
initial pyrotechnic vendor, the Elephant Butte Fire Dept. will be putting on our show.

Letters to donors were mailed out mid-March and donations are coming in. Looking forward
to an awesome show off Rattlesnake Island put on by local trained folks that have their
lives invested in our community!



SUBMITTED BY: _____

Carla L. Johnson

TYPED NAME

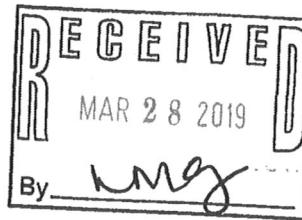
Carla L. Johnson

SIGNATURE

DATED: 03/28/18

Rev. 5/2014

Friends of Elephant Butte Lake State Park
P.O. Box 1621
Elephant Butte, NM 87935



SUBRECIPIENT GRANT
FY 2018/19
3rd QUARTER INVOICE

DATE OF INVOICE: 3/28/19

INVOICE AMOUNT: \$250.00 *OK Th*

Submit To: *City of Truth or Consequences*
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$1,000.00

Quarter Draw: \$250.00

Please send payment to: *Friends of Elephant Butte Lake State Park*
P.O. Box 1621
Elephant Butte, NM 87935

Thank you,

Carla Johnson
Carla Johnson
520-471-0134 cell

RECEIVED APR 05 2019

SUBRECIPIENT QUARTERLY REPORT

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

FY: 2018/2019

ORGANIZATION: GERONIMO SPRINGS MUSEUM

ALLOCATION: \$4,600.00

QTR DRAW: \$1,150.00

QUARTER: 3RD

(FY Allotment, Not Qtr. Draw)

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

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

ALARM SERVICES DE LAS CRUCES 02/25/2019 #5197 \$211.21

TURTLEBACK PEST CONTROL 01/29/2019 #5171 \$52.63

02/25/2019 #5195 \$52.63

03/27/2019 #5222 \$52.63

GAS COMPANY OF NEW MEXICO 01/29/2019 #5173 \$96.25

02/25/2019 #5200 \$80.86

03/27/2019 #5226 \$67.83

CITY OF T O R C 01/29/2019 #5176 \$489.90

02/25/2019 #5199 \$230.80

03/27/2019 #5228 \$234.54

WINDSTREAM 01/29/2019 #5174 \$243.04

02/25/2019 #5201 \$230.80

03/27/2019 #5228 \$234.54

MSC SCHS ANNUAL BANQUET ART HOPS RESEARCH/GENEALOGY ACTIVITIES

MEETING PLACE FOR WOMAN'S CLUB-GENEALOGY-GEM & MINERAL

MEETING PLACE FOR MAGNOLIA ELLIS DAR-RECEPTION-FIESTA QUEEN CONTEST

HUGE GIFT FROM HERALD PUBLISHING TO THE RESEARCH DEPARTMENT

WORK ON NEW VESSEL/ARROWHEAD DISPLAY-YOUTH VOLUNTEER

SUBMITTED BY: MARILYN POPE

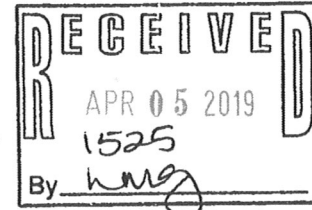
TYPED NAME

/ *Marilyn Pope*

SIGNATURE

04/04/2019

GERONIMO SPRINGS MUSEUM
211 MAIN
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
SUBRECIPIENT GRANT
FY 2018/19
3RD QUARTER INVOICE



Date of Invoice: 04/04/2019

Invoice Amount: \$1,150.00 *OK TN*

Submit To: *City of Truth or Consequences*
ATTN: City Clerk's Office
505 Sims Street
Truth or Consequences, NM 87901

Allocation Amount: \$4,600.00

Quarter Draw: \$1,150.00

Please send payment to: *GERONIMO SPRINGS MUSEUM*
211 MAIN
TRUTH OR CONSEQUENCES, NM 87901

Thank you,

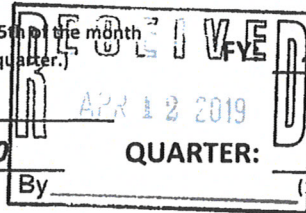
A handwritten signature in cursive script that reads "Marilyn Pope".

MARILYN POPE

575-894-6600 575-740-0724

SUBRECIPIENT QUARTERLY REPORT

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



2018-2019

ORGANIZATION: Geronimo Trail Scenic Byway

ALLOCATION: \$5,000.00

QTR DRAW: \$1,250.00

QUARTER:

3rd

(FY Allotment, Not Qtr. Draw)

By _____

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

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

We greeted a total of 2,396 people who signed in at the visitors center January - March, 2019.

We mailed 6 packets of information to potential visitors and relocatees. We filled 100 bags of information to be taken to the DAR State Convention in Albuquerque.

We answered 102 telephone calls for information and responded to 609 emails. 75% to 80% of our out-of-county visitors are in Truth or Consequences for the first time.

Total expenses for the period:

Telephone \$ 557.00

Insurance \$ 162.51

Postage \$ 126.40

Supplies \$ 572.27

Total expenses for the quarter: \$ 1,418.18

Overage on expenses is covered by Bullocks receipts, unrestricted funds, and the director.

We are open 7 days a week with all volunteer staff. We greeted an average of 27 people per day, providing them with information on the local area including places to eat, shop, stay and sightsee. One of our volunteers delivers brochures monthly to local restaurants, RV parks, hotels, spas, motels, laundromats, and convenience stores, receiving donations from the Sierra County Tourism Board. We stay open on Art Hop night to assist those downtown. We cooperate with Spaceport America to open and close their visitors center so visitors may view their exhibits.

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

We were open and assisted with Old Fashioned Christmas. We stay open and staffed for any events taking place in the Lee Belle building.

SUBMITTED BY:

LaRena Miller

TYPED NAME

LaRena Miller

SIGNATURE

DATED: 04/12/19

Rev. 5/2014

Geronimo Trail Scenic Byway, Inc.

P O Box 1072 • 301 S Foch • Phone (575) 894-1968
Truth or Consequences, New Mexico 87901

FEB 07 2019

INVOICE subrecipient grant

Date 2/7/2019

To City of Truth or Consequences

For Operating expenses January 2019

Telephone \$ 186.22

Renters Insurance \$ 54.17

Postage \$ 74.00

Supplies (printing) \$

Actual total \$ 314.39

Amount due \$ 416.66 per contract

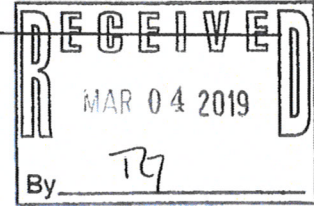
OK Ta

Thank you

L Miller

Geronimo Trail Scenic Byway, Inc.

P O Box 1072 • 301 S Foch • Phone (575) 894-1968
Truth or Consequences, New Mexico 87901



INVOICE subrecipient grant

Date 3/4//2019

To City of Truth or Consequences

For Operating expenses February 2019

Telephone \$ 185.39

Renters Insurance \$ 54.17

Postage \$ 2.45

Supplies (printing) \$ 572.27

Actual total \$ 814.28

Amount due \$ 416.66 per contract

OK TG

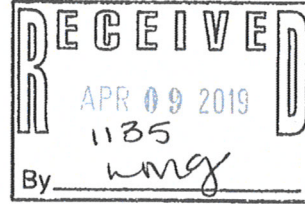
Thank you

L. Miller

Geronimo Trail Scenic Byway, Inc.

P O Box 1072 • 301 S Foch • Phone (575) 894-1968
Truth or Consequences, New Mexico 87901

INVOICE subrecipient grant



Date 4/9/2019

To City of Truth or Consequences

For Operating expenses March 2019

Telephone \$ 185.39

Renters Insurance \$ 54.17

Postage \$ 59.95

Supplies (printing) \$

Actual total \$ 299.51

Amount due \$ 416.66 per contract

OKTn

Thank you

L Miller

SUBRECIPIENT QUARTERLY REPORT(Report is due by the 15th of the month
following the quarter.)FY: 2018/2019ORGANIZATION: MainStreet Truth or ConsequencesALLOCATION: \$35,000.00QTR DRAW: \$8,750.00QUARTER: 3rd

(FY Allotment, Not Qtr. Draw)

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

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

This quarter saw many educational and planning components. For the Great Blocks on MainStreet Foch Street Redevelopment Projects, the survey company was hired and the survey was completed. There was a community meeting to review the options created by MRWM. Option B was selected and now shovel-ready plans are being created. MainStreet is hopeful that we will get money from State MainStreet Capital Outlay in the next batch so we can begin the actual redevelopment.

We are collaborating with the County for the Shuttle again this year. This will transport people from Elephant Butte Lake to Downtown and back from Memorial Day Weekend to Labor Day weekend. It runs Fridays and Saturdays with bonus days on holiday weekends.

Further, we are working with a group that is going to get a footbridge across the Rio Grande. This will be a good tie in to outdoor recreational activities on the other side of the river.

Several representatives have met with business owners and managers in working to create the Customer Service Training. There will be 8 sessions, starting in April. The course is a two-day training that teaches the basics of Customer Service Training as well introduces the participants to the assets in Sierra County. Those finishing the course will be named Certified Local Ambassadors.

Our Executive Director attended two IEDC trainings, Real Estate Development & Reuse and Entrepreneur & Small Business Development. She also attended the National Conference of MainStreets in Seattle, attending a variety of educational sessions. She came back to New Mexico inspired and full of ideas. In January, the Executive Director and two other board members attended the Winter Quarterly in Santa Fe. They were very encouraged that our new City Manager attended the Quarterly as well because it helps to have a City Manager that understands how the City and MainStreet can work together.

Other projects MainStreet worked on in this quarter are the Relocation Guide, a new Hot Springs Brochure, banners for Old-Fashioned Christmas and an updated Second Saturday Art Hop brochure.

SUBMITTED BY:

Linda DeMarino

TYPED NAME



SIGNATURE

DATED: 04/05/19

RECEIVED APR 08 2019

MainStreet Truth or Consequences

P.O. Box 1602
Truth or Consequences, NM 87901

575-740-6180

Bill To: City of Truth or Consequences
Address: 505 Sims
Truth or Consequences, NM
87901
87901

Invoice #: 1903
Invoice Date: 4/1/2019
Contact:

Date	Item #	Description	Qty	Unit Price	Discount	Total
4/1/2019		City Contribution (Jan-Mar)	1	\$8,750.00		\$8,750.00

Invoice Subtotal	\$8,750.00
Tax Rate	0.0%
Sales Tax	\$0.00

MAKE ALL CHECKS PAYABLE TO MAINSTREET TRUTH OR CONSEQUENCES.

Deposit Received
Total \$8,750.00

OK
TB



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 24, 2019

Agenda Item #: **G.1**

SUBJECT: Public Hearing/Discussion/Action: Public Hearing and Final Adoption of Ordinance No. 701 approving the Land Use Assumptions and Capital Improvements Plan final report.

DEPARTMENT: Community Development

DATE SUBMITTED: April 18, 2019

SUBMITTED BY: Renee Cantin, City Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Renee Cantin, Clerk-Treasurer

Summary/Background:

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN ORIGINALLY ADOPTED SEPTEMBER 26, 2006 AND AS SUBSEQUENTLY AMENDED; ADOPTING THE AMENDED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN CONTAINED IN THE "WATER AND WASTEWATER IMPACT FEE LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN: REPORT FINAL" DATED DECEMBER 2018; AND LEAVING IMPACT FEES UNCHANGED.

The Impact Fee Advisory Board has recommended the Impact Fee Study to Commission for review and final adoption procedures. This study has been reviewed and approved by the board as well as staff, and attorneys Jay Rubin and John Appel.

Recommendation:

Hold the public hearing and approve the final adoption of Ordinance No. 701.

Attachments:

- Ordinance No. 701

[Click here to enter text.](#)

Fiscal Impact (Finance): Unknown

[Click here to enter text.](#)

Legal Review (City Attorney): Yes

Full review has been done by City Attorney Appel

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 2019/04-24-2019/Word Docs/G.1-AF-Ordinance 701 LUA CIF

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE NO. 701

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN ORIGINALLY ADOPTED SEPTEMBER 26, 2006 AND AS SUBSEQUENTLY AMENDED; ADOPTING THE AMENDED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN CONTAINED IN THE “WATER AND WASTEWATER IMPACT FEE LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN: REPORT FINAL” DATED DECEMBER 2018; AND LEAVING IMPACT FEES UNCHANGED.

WHEREAS, on September 26, 2006 the City of Truth or Consequences (the “City”) pursuant to the Development Fees Act, §§ 5-8-1 to 5-8-42 NMSA 1978 (the “Act”), adopted the “Development Impact Fee Study Report” prepared for the City by Engineers, Inc., containing land use assumptions and a capital improvements plan under the Act; and

WHEREAS, taking into account the land use assumptions and capital improvements plan adopted on September 26, 2006, the City on the recommendation of its Impact Fee Advisory Board subsequently adopted development fees, also known as impact fees or development impact fees (the “Impact Fees”) for expansion of water and wastewater utility services by the adoption of Ordinance No. 563 and Ordinance No. 571; and

WHEREAS, the Development Fees Act requires that the City periodically review and evaluate its current land use assumptions, capital improvements plan and development fees and either update them or determine that no update is needed; and

WHEREAS, the City has caused to be prepared a document titled “Water and Wastewater Impact Fee Land Use Assumptions and Capital Improvement Plan: Report Final” dated December 2018 (hereinafter the “2018 Report”), which was prepared by qualified professionals of Molzen Corbin Engineers, Architects and Planners; and

WHEREAS, the 2018 Report contains revised and updated land use assumptions (being Chapter 4 of the 2018 Report) along with a development needs analysis, and also contains a revised and updated capital improvements plan (being Chapter 6 of the 2018 Report); and

WHEREAS, the 2018 Report recommends that the City retain without modification the Impact Fees imposed by Ordinance No. 563 and Ordinance No. 571; and

WHEREAS, the City’s Impact Fee Advisory Board has recommended to the City Commission, the governing body of the City, that the City should adopt the 2018 Report and the contents thereof as the City’s updated land use assumptions and updated capital improvements plan in accordance with the Act; and

WHEREAS, the City Commission finds that the 2018 Report should be adopted as the City’s updated land use assumptions and updated capital improvements plan; and

WHEREAS, the City Commission further finds that no change in the present Impact Fees is required and they should remain unchanged.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, THAT:

Section 1. The “Water and Wastewater Impact Fee Land Use Assumptions and Capital Improvement Plan: Report Final” dated December 2018 is hereby adopted as the City’s revised and updated land use assumptions and revised and updated capital improvements plan pursuant to the Development Fees Act and to City of Truth or Consequences Ordinances No. 563 and 571.

Section 2. The development (impact) fees imposed by the City for expansion of water and wastewater utility services shall remain unchanged and shall be as previously adopted pursuant to Ordinances No. 563 and 571, which remain in full force and effect.

Section 3. All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part hereof, previously repealed.

Section 4. This Ordinance shall take effect on the 29th day of April, 2019.

PASSED, APPROVED AND ADOPTED this 24th day of April, 2019.

**CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO**

Sandra Whitehead, Mayor

ATTEST:

Renee L. Cantin, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 24, 2019

Agenda Item #: **G.2**

SUBJECT: Resolution No. 37 18/19 Authorizing the Execution and Delivery of a Loan and Subsidy Agreement Between the City of Truth or Consequences and The New Mexico Finance Authority, Evidencing A Special Limited Obligation of The Governmental Unit to Pay A Principal Amount of No More Than \$620,542. And to Accept A Loan Subsidy of No More Than \$620,542. For the Purpose of Financing the Costs of Replacing High Risk Water Lines Identified in The Asset Management Plan

DEPARTMENT: Community Development

DATE SUBMITTED: 4/18/2019

SUBMITTED BY: Traci Burnette

Summary/Background:

The City of Truth or Consequences has applied for and accepted an offer from the DWSRLF loan to fund for replacement of high-risk water lines identified in Asset Management Plan and Design Analysis Report (specifically Marshall Street from Steel Street to Platinum Street; N. Pershing Street from Main Avenue to 2nd Avenue; E. 2nd Avenue from Pershing Street to Silver Street; Sierra Vista Drive from Sixth Avenue to 9th Street. The City qualifies for 50% principal forgiveness, due to the project's # 6 ranking on the FY 2019 Annual DWSRLF Fundable Priority List.

Recommendation:

Motion to approve Resolution No. 37 18/19

Attachments:

- Resolution No. 37 18/19
- NMFA Supporting Documents

Fiscal Impact (Finance): Yes

\$1,241,085 with a maturity of 22 years and interest rate of .263%. 50% principal forgiveness is being offered. Loan to be paid by Water Enterprise system.

Principal Amount of no more than \$620,542, and a Loan Subsidy of no more than \$620,542

Legal Review (City Attorney): Yes

Resolution and DWRL Review.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: G.2-Resolution 37 18-19 DWRL

\$1,241,085
CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
NO. DW-4794

Closing Date: May 31, 2019

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. 01 18/19 adopted July 11, 2018
2. Resolution No. 37 18/19, adopted April 24, 2019, Agenda, and the Affidavit of Publication of the Notice of Adoption of Resolution in the *Sierra County Sentinel*
3. Drinking Water State Revolving Loan Fund Loan and Subsidy Agreement
4. General and No Litigation Certificate
5. Right-of-Way Certificate
6. Delivery, Deposit and Cross-Receipt Certificate
7. Pledged Revenue Certificate
8. Opinion of Counsel to the District
9. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan Counsel to the Finance Authority
10. Application and New Mexico Finance Authority Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

City of Truth or Consequences, New Mexico
New Mexico Finance Authority
Sutin, Thayer & Browne A Professional Corporation
Jaime R. Rubin, Esq.

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF
RESOLUTION NO. 37 18/19 OF THE CITY COMMISSION
OF THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
APRIL 24, 2019

STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY

The City Commission (the "Governing Body") of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at the Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, being the meeting place of the Governing Body for the regular meeting held on April 24, 2019, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

Absent:

Also Present:

Thereupon, there was officially filed with the City Clerk-Treasurer a copy of a proposed resolution in final form

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
RESOLUTION NO. 37 18/19

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$620,543, TOGETHER WITH INTEREST, EXPENSES, IF ANY, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN \$620,542. FOR THE PURPOSE OF FINANCING THE COSTS OF REPLACING HIGH RISK WATER LINES IDENTIFIED IN THE ASSET MANAGEMENT PLAN; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT WATER AND SEWER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN 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 LOAN AGREEMENT.

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

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and the public it serves that the Loan Agreement be executed and delivered and that the financing of the construction of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described on the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the City Clerk-Treasurer, this Resolution and the form of the Loan Agreement; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Resolution have been obtained or are reasonably expected to be obtained prior to the Closing Date.

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

Section 1. Definitions. Capitalized terms defined in this Section 1 shall, for all purposes, have the meaning 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):

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to the Loan Agreement, together with supporting documentation submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

“Authorized Officers” means the Mayor, City Manager, City Clerk-Treasurer of the Governmental Unit.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement authorized by this Resolution.

“Debt Service Account” means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under the Loan Agreement as the same become due.

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project, including the Expense Fund Component.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended; NMSA 1978, §§ 3-31-1 through 3-31-12, as amended; and enactments of the Governing Body relating to the Loan Agreement, including this Resolution.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the Environmental Protection Agency of the United States.

“Expense Fund” means the expense fund hereby created to be held and administered by the Finance Authority to pay Expenses.

“Expense Fund Component” means an amount equal to one percent (1%) of each Disbursement for the Project, minus any amount forgiven under the Loan Agreement, simultaneously withdrawn and deposited in the Expense Fund to pay Expenses.

“Expenses” means the Finance Authority’s costs of issuance of the Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

“Finance Authority” means the New Mexico Finance Authority, created by the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period

which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the duly organized City Commission of the Governmental Unit and any successor governing body of the Governmental Unit.

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

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water and sanitary sewer or other services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

“Interest Rate” means the rate of interest on the Loan Agreement as shown on the Term Sheet.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement, up to the Maximum Principal Amount.

“Loan Agreement” means the loan and subsidy agreement and any amendments or supplements thereto, including the exhibits attached to the loan agreement.

“Loan Agreement Payment” means, collectively, the Principal Component, the Interest Component, Expenses, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit “B” thereto.

“Loan Agreement Principal Amount” means, as of any date of calculation, the Aggregate Repayable Disbursements (including the Expense Fund Component) then outstanding.

“Maximum Forgiven Principal” means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to fifty percent (50%) of the Maximum Principal Amount. The Maximum Forgiven Principal is \$620,542.

“Maximum Repayable Principal” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is \$620,543.

“Maximum Principal Amount” means \$1,241,085.

“Net Revenues” means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses of the System, indirect charges, amounts expended for capital replacements and repairs of the System, required set asides for debt and replacement requirements and any other payments from the gross revenues reasonably required for operation of the System.

“NMSA” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Parity Obligations" means any obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Resolution and described on the Term Sheet.

"Project" means the project described in the Term Sheet.

"Resolution" means this Resolution No. 37 18/19 adopted by the Governing Body of the Governmental Unit on April 24, 2019, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet and the Final Loan Agreement Payment Schedule, as supplemented from time to time in accordance with the provisions hereof.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

"State" means the State of New Mexico.

“Subordinated Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

“Subsidy” means the subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being fifty percent (50%) of such Disbursement.

“System” means the public utility designated as the Governmental Unit’s joint water and wastewater system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of the Loan Agreement.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

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

Section 3. Authorization of the Project and the Loan Agreement. The acquisition and completion of the Project and the method of financing the Project through execution and delivery of the Loan Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. Moneys available and on hand for the Project from all sources other than the Loan Agreement are not sufficient to defray the cost of acquiring and constructing the Project.

B. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

C. It is economically feasible and prudent to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

D. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of

the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

E. The Governmental Unit will acquire and construct the Project, in whole or in part, with the net proceeds of the Loan.

F. Other than as described on the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

G. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority 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 Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of \$620,543 and interest thereon, and to accept a loan subsidy in the amount of \$620,542 and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan and Subsidy (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee and Expenses of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of \$1,241,085. The Loan Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the interest rate designated in the Loan Agreement, including Exhibit "A" thereto, which rate includes the Administrative Fee.

Section 6. Approval of Loan Agreement. The form of the Loan 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 Loan Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk-Treasurer is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and attest the same. The execution of the Loan Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution, and the Loan Agreement shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of Acquisition and Completion of the Project.

A. Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement).

Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of acquiring and constructing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Completion of the Project. The Governmental Unit will complete the Project with all due diligence.

C. Certification of Completion of the Project. Upon the acquisition and completion of the Project, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that the completion of and payment for the Project has been completed.

D. Finance Authority Not Responsible for Application of Loan Proceeds. The Finance Authority shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority in an amount sufficient to pay principal, interest, Administrative Fees, Expenses and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, interest and Administrative Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9.C of this Resolution.

C. Use of Surplus Revenues. After making all the payments required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the express prior written approval of the Finance Authority.

Section 11. 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 Loan 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 Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement, and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the Closing Date, the provisions of this Resolution may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. After the Closing Date, this Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Closing Date, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. 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 15. Repealer Clause. All bylaws, orders, resolutions and 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 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk-Treasurer, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which is of general circulation in the Governmental Unit, and the Resolution shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Summary of Resolution for Publication.]

City of Truth or Consequences, New Mexico
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 37 18/19, duly adopted and approved by the Governing Body of the City of Truth or Consequences, New Mexico (the "Governmental Unit"), on April 24, 2019. Complete copies of the Resolution are available for public inspection during normal and regular business hours in the office of the City Clerk-Treasurer, 505 Sims Street, Truth or Consequences, New Mexico 87901.

The title of the Resolution is:

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
RESOLUTION NO. 37 18/19

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$620,543, TOGETHER WITH INTEREST, EXPENSES, IF ANY, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN \$620,542. FOR THE PURPOSE OF FINANCING THE COSTS OF REPLACING HIGH RISK WATER LINES IDENTIFIED IN THE ASSET MANAGEMENT PLAN; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT WATER AND SEWER SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN 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 LOAN AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Resolution.

This notice constitutes compliance with NMSA 1978, § 6-14-6.

[End of Form of Summary for Publication.]

Section 18. Execution of Agreements. The City of Truth or Consequences through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Resolution.

PASSED, APPROVED AND ADOPTED THIS 24TH DAY OF APRIL, 2019.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By _____
Sandra Whitehead, Mayor

[SEAL]

ATTEST:

By _____
Renee Cantin, City Clerk-Treasurer

[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-Treasurer signed the Resolution upon the records of the minutes of the Governing Body.

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

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By _____
Sandra Whitehead, Mayor

[SEAL]

ATTEST:

By _____
Renee Cantin, City Clerk-Treasurer

[Remainder of page intentionally left blank.]

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

I, Renee Cantin, the duly appointed, qualified, and acting City Clerk-Treasurer of the City of Truth or Consequences, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission (the "Governing Body"), constituting the governing body of the Governmental Unit, had and taken at a duly called regular meeting held at Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, on April 24, 2019, at the hour of 9:00 a.m., insofar as the same relate to the adoption of the Resolution and the execution and delivery of the proposed Loan and Subsidy Agreement, copies of which are set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken 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 the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §§ 10-15-1 through 10-15-4, as amended, including, the Governing Body's Open Meetings Resolution No. 01 18/19 presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 31st day of May, 2019.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By _____
Renee Cantin, City Clerk-Treasurer

[SEAL]

EXHIBIT "A"

Notice and Agenda of Meeting

\$1,241,085 Maximum Principal Amount

DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT

dated

May 31, 2019

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT

This LOAN AND SUBSIDY AGREEMENT (the “Loan Agreement”), dated as of May 31, 2019, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the “Finance Authority”), and the CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, New Mexico (the “Governmental Unit”), a municipality duly organized and existing under the laws of the State of New Mexico (the “State”).

WITNESSETH:

Capitalized terms used in the following recitals of this Loan Agreement and not defined in the first Paragraph above or in these recitals shall have the same meaning as defined in Article I of this Loan Agreement, unless the context requires otherwise.

WHEREAS, the Finance Authority is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the “DWSRLF Act”) to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the Finance Authority to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the Safe Drinking Water Act; and

WHEREAS, a portion of the Loan funds made available under this Agreement pursuant to the DWSRLF Act and the Safe Drinking Water Act may be forgiven and, if forgiven, will not be required to be repaid; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and the public it serves that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan and Subsidy from the Finance Authority to finance the costs of the Project, as more fully described on the Term Sheet attached hereto as Exhibit “A”; and

WHEREAS, the Project appears on the Drinking Water Fundable Priority List; and

WHEREAS, the Project has been planned and authorized in conformity with the Intended Use Plan; and

WHEREAS, the New Mexico Environment Department (the “Department”) has determined that the Governmental Unit’s Project plans and specifications comply with the provisions of 42 U.S.C. Section 300j-12 and the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems; and

WHEREAS, a portion of the funds made available under this Loan Agreement pursuant to the DWSRLF Act and the Safe Drinking Water Act are federal funds categorized as CFDA 66.468; and

WHEREAS, pursuant to information provided by the Governmental Unit and environmental review by applicable State and federal agencies, and in accordance with 40 C.F.R. Sections 6.204, 6.300(c)(1), and 6.301(f), and pursuant to the environmental review process of the State, the Finance Authority has determined that the Project meets the requirements for a Categorical Exclusion as defined in the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, the Finance Authority has found and determined that the Governmental Unit is a disadvantaged community under the Intended Use Plan in that its median annual household income is \$26,844, which is less than 90% of the State median annual household income of \$44,963, and it has an affordability ratio determined as provided in the Intended Use Plan of between 0.01 and 0.015; and

WHEREAS, the New Mexico Environment Department Drinking Water Bureau has determined that the Governmental Unit has sufficient technical, managerial and financial capability to operate the Project for its useful life and ensure compliance with the requirements of the Safe Drinking Water Act.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the Finance Authority and the Governmental Unit agree:

ARTICLE I

DEFINITIONS

Capitalized terms defined in this Article I shall have the meaning specified in this Article I wherever used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms defined in the foregoing recitals, if not defined in this Article I, shall have the same meaning as therein stated when used in this Loan Agreement, unless the context clearly requires otherwise.

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of Subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the Subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

“Aggregate Program Amount” means, with respect to this Loan Agreement, the sum of \$1,228,736.19 which amount shall be available for disbursement to the Governmental Unit to pay costs of the Project.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to this Loan Agreement, together with the required supporting documentation set out in Exhibit “C” submitted to and approved by the Finance Authority pursuant to Section 4.2 of this Loan Agreement.

“Authorized Officers” means, with respect to the Governmental Unit, the Mayor, the City Manager, and the City Clerk-Treasurer thereof; and with respect to the Finance Authority, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer of the Finance Authority, and any other officer or employee of the Finance Authority designated in writing by an Authorized Officer of the Finance Authority.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to this Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution and delivery of this Loan Agreement as shown on the Term Sheet.

“Debt Service Account” means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under this Loan Agreement as the same become due.

“Department” means the New Mexico Environment Department.

“Disbursement” means an amount caused to be paid by the Finance Authority for an Approved Requisition for costs of the Project, including the Expense Fund Component calculated on the basis of the amount of such Approved Requisition.

“Drinking Water Fundable Priority List” means the list of drinking water projects compiled by the Department pursuant to the Memorandum of Understanding and the Intended Use Plan.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended; NMSA 1978, §§ 3-31-1 through 3-31-12, as amended; and enactments of the Governing Body relating to this Loan Agreement including the Resolution.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” means the United States Environmental Protection Agency.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Loan Agreement.

“Expense Fund” means the expense fund hereby created to be held and administered by the Finance Authority to pay Expenses.

“Expense Fund Component” means an amount equal to one percent (1%) of each disbursement for the Project, minus any amount forgiven under this Loan Agreement, simultaneously withdrawn and deposited in the Expense Fund to pay Expenses.

“Expenses” means the Finance Authority’s costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of this Loan Agreement.

“Finance Authority Act” means NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Governmental Unit consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Finance Authority establishing accounting principles applicable to the Governmental Unit.

“Governing Body” means the duly organized City Commission of the Governmental Unit and any successor governing body of the Governmental Unit.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding

to the rights of the Governmental Unit, from the System and from the sale and use of water and sanitary sewer services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

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

"Independent Accountant" means (i) an accountant employed by the State and under the supervision of the State Auditor, or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit, (b) does not have any substantial interest, direct or indirect, with the Governmental Unit, and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

"Intended Use Plan" means the current plan prepared by the Finance Authority and the Department and approved by the Environmental Protection Agency pursuant to 42 U.S.C. Section 300j-12(b) which establishes criteria for extending drinking water improvements financial assistance to qualifying public drinking water utility systems.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each disbursement.

"Interest Rate" means the rate of interest on this Loan Agreement as shown on the Term Sheet.

"Interim Period" means the period no greater than twenty-seven (27) months, or a longer period as may be approved by the Finance Authority as provided in Section 4.1(b) of the Agreement, beginning on the Closing Date, during which the Finance Authority will disburse moneys to the Governmental Unit to pay costs of the Project, unless extended pursuant to Section 4.1(b) of this Loan Agreement.

“Interim Loan Agreement Payment Schedule” means the anticipated schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, assuming disbursement of the entire Aggregate Program Amount within twenty-seven (27) months of the Closing Date. The Interim Loan Agreement Payment Schedule is attached hereto as Exhibit “B”.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement, up to the Maximum Principal Amount.

“Loan Agreement” means this loan and subsidy agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

“Loan Agreement Payment” means, collectively, the Principal Component, the Interest Component, Expenses, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under this Loan Agreement, as shown on Exhibit “B” hereto.

“Loan Agreement Payment Date” means each date a payment is due on this Loan Agreement as shown on the Interim Loan Agreement Payment Schedule, attached hereto as Exhibit “B,” or in the Final Loan Agreement Payment Schedule.

“Loan Agreement Principal Amount” means, as of any date of calculation, the Aggregate Repayable Disbursements then outstanding.

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

“Maximum Forgiven Principal” means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to fifty percent (50%) of the Maximum Principal Amount. The Maximum Forgiven Principal is \$620,542.

“Maximum Repayable Principal” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to this Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Forgiven Principal. The Maximum Repayable Principal is \$620,543.

“Maximum Principal Amount” means \$1,241,085.

“Memorandum of Understanding” means the current memorandum of understanding by and between the Finance Authority and the Department pursuant to the DWSRLF Act describing and allocating duties and responsibilities in connection with the Drinking Water State Revolving Loan Fund.

“Net Revenues” means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses of the System, indirect charges, amounts expended for capital replacements and repairs of the System, required set asides for

debt and replacement requirements and any other payments from the gross revenues reasonably required for operation of the System.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented from time to time.

“Operating Agreement” means the operating agreement entered into between the Finance Authority and the Environmental Protection Agency, Region 6, for the Drinking Water State Revolving Loan Fund program.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit’s general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

“Parity Obligations” means any obligations of the Governmental Unit under this Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

“Permitted Investments” means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody’s Investors Service, Inc. or S & P Global Ratings; and (iv) the State Treasurer’s short-term investment fund created pursuant to NMSA 1978, § 6-10-10.1, as amended, and operated, maintained and invested by the office of the State Treasurer.

“Pledged Revenues” means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments by the Resolution and this Loan Agreement and described in the Term Sheet.

“Principal Component” means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement, based upon the Aggregate Repayable Disbursements, as shown on Exhibit “B” attached to this Loan Agreement.

“Project” means the project(s) described on the Term Sheet.

“Resolution” means Resolution No. 37 18/19 adopted by the Governing Body of the Governmental Unit on April 24, 2019, approving this Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented from time to time.

“Safe Drinking Water Act” means 42 U.S.C. §§ 300f et seq.

“Senior Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by this Loan Agreement, including any such obligations shown on the Term Sheet.

“Service Area” means the area served by the System, whether situated within or without the limits of the Governmental Unit.

“State Environmental Review Process” or “SERP” means the environmental review process adopted by the Finance Authority, as required by and approved by the Environmental Protection Agency, pursuant to the Operating Agreement.

“Subordinated Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by this Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

“Subsidy” means any subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each Disbursement to the Governmental Unit, being fifty percent (50%) of such Disbursement.

“System” means the public utility designated as the Governmental Unit’s joint water and wastewater system, and all improvements or additions thereto, including additions and improvements to be acquired or constructed with the proceeds of this Loan Agreement.

“Term Sheet” means Exhibit “A” attached to this Loan Agreement.

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of this Loan Agreement.

“Utility Revenue Bonds” means any bonds and other similar indebtedness payable solely or primarily from the Pledged Revenues, including this Loan Agreement, and any Senior Obligations, Parity Obligations and Subordinated Obligations.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

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

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Resolution shall be exercised or performed by the Governmental Unit or by such members,

officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Loan Agreement and Readiness to Proceed. The Governmental Unit is a municipality and is duly organized and existing under the statutes and laws of the State, including specifically NMSA 1978, §§ 3-1-1 through 3-66-11, as amended. The Governmental Unit is a local authority as defined in the DWSRLF Act. The Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement and the other documents related to the transaction. The Governmental Unit has met all readiness to proceed requirements of the Finance Authority and has met and will continue to meet all requirements of law applicable to this Loan Agreement.

(c) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the Aggregate Program Amount, pursuant to Section 6.1 of this Loan Agreement to the acquisition and completion of the Project and to no other purpose, as follows:

(i) The Governmental Unit shall requisition moneys to pay for the costs of the Project not less frequently than quarterly following the Closing Date;

(ii) The Governmental Unit shall, within two (2) years after the Closing Date, have completed the acquisition of the Project, and shall within twenty-seven (27) months after the Closing Date have requisitioned the Aggregate Program Amount, or such portion thereof as shall be necessary to complete the Project, unless an extension is agreed to pursuant to Section 4.1(b) of this Loan Agreement.

(d) Payment of Loan Agreement Payments. The Governmental Unit meets and will continue to meet the requirements established by the Finance Authority to assure sufficient revenues to operate and maintain the System for its useful life and repay the Loan. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable, according to the true intent and meaning of this Loan Agreement.

(e) Acquisition and Completion of Project; Compliance with Laws. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues.

(f) Necessity of Project. The acquisition and completion of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and the public it serves.

(g) Legal, Valid and Binding Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement. This

Loan Agreement constitutes a legal, valid and binding special obligation of the Governmental Unit enforceable in accordance with its terms.

(h) Loan Agreement Term. The Loan Agreement Term does not exceed the anticipated useful life of the Project.

(i) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit and the public it serves.

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

(k) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(l) Outstanding and Additional Debt. Except for any Senior Obligations, and any Parity Obligations described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a lien on the Pledged Revenues superior to or on a parity with the lien of this Loan Agreement. No additional indebtedness, bonds or notes of the Governmental Unit, payable on a priority ahead of the indebtedness herein authorized out of Pledged Revenues, shall be created or incurred while this Loan Agreement remains outstanding without the prior written approval of the Finance Authority.

(m) No Litigation. To the knowledge of the Governmental Unit after due investigation, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. Neither the execution and delivery of this Loan Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under this Loan Agreement 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) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement.

(o) Existing Pledges; Pledged Revenues Not Budgeted. Except as described on the Term Sheet the Pledged Revenues have not been pledged or hypothecated in any manner for any purpose at the time of execution and delivery of this Loan Agreement. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(p) Expected Coverage Ratio. The Pledged Revenues from the current Fiscal Year are projected to equal or exceed one hundred twenty percent (120%) and, on an ongoing basis during each year of the Loan Agreement Term are reasonably expected to equal or exceed, one hundred twenty percent (120%) of the maximum annual principal and interest due on all outstanding Parity Obligations of the Governmental Unit.

(q) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(r) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: Project documents, annual audits, operational data required to update information in any disclosure documents used in connection with assignment or securitizing this Loan Agreement or the Loan Agreement Payments by issuance of Bonds by the Finance Authority, and notification of any event deemed material by the Finance Authority. For the purposes of this Loan Agreement, a material event shall include, without limitation, any violation or alleged violation by a state or federal agency of appropriate jurisdiction, of federal law, regulation, or policy which governs or applies to participants in the Drinking Water State Revolving Loan Fund.

(s) Single Audit Act Requirement. The Governmental Unit acknowledges that the funding provided pursuant to this Loan Agreement is derived in large part from federal grants to the Drinking Water State Revolving Loan Fund program pursuant to the Operating Agreement. During the Loan Agreement Term, the Governmental Unit shall annually, so long as the Governmental Unit expends more or equal to the threshold amount set forth in 2 C.F.R. Section 200.501 during any one Fiscal Year, cause an audit of the books and accounts of its operations in their entirety, or in the alternative an audit of the books and accounts of each of its departments, agencies and other organizational units which expended or otherwise administered the Loan or any other funds derived from the government of the United States, to be completed by an Independent Accountant in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.), and applicable regulations thereunder. The audit will be available for inspection by the Finance Authority and by the Environmental Protection Agency.

(t) Construction Requirements. The Governmental Unit shall require any contractor hired by it in connection with the construction of the Project to post a performance and payment bond as provided by NMSA 1978, § 13-4-18, as amended.

Section 2.2 Protective Covenants Regarding Operation of the System. The Governmental Unit further represents, covenants and warrants as follows:

(a) Rate Covenant. The Governmental Unit covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred twenty percent (120%) of the maximum annual principal and interest payments due on all outstanding Parity Obligations.

(b) Efficient Operation. The Governmental Unit will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and to supply reasonable public and private demands for System services within the Service Area of the System.

(c) Records. So long as this Loan Agreement remains outstanding, proper books of record and account will be kept by the Governmental Unit, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. However, pursuant to NMSA 1978, § 6-14-10(E), as amended, records with regard to the ownership or pledge of Utility Revenue Bonds are not subject to inspection or copying.

(d) Right to Inspect. The Finance Authority, or its duly authorized agents, shall have the right to inspect at all reasonable times the Project and all records, accounts and data relating to the Project, the Pledged Revenues, and the System.

(e) Audits. Within two hundred seventy (270) days following the close of each Fiscal Year, the Governmental Unit will cause an audit of the books and accounts of the System and its separate systems to be made by an Independent Accountant and the audit to be made available for inspection by the Finance Authority. Each audit of the System shall comply with Generally Accepted Accounting Principles. The audit required by this section may, at the Governmental Unit's discretion, be performed as a part of or in conjunction with the audit required under the Single Audit Act as set forth in Section 2.1(s) of this Loan Agreement.

(f) Billing Procedure. Bills for water and sanitary sewer utility services or facilities, or any combination, furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance of the Governmental Unit. To the extent permitted by law, if a bill is not paid within the period of time required by such ordinance, water and sanitary sewer utility services shall be discontinued as required by Governmental Unit regulation, policy or ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection. Water and

sanitary sewer utility services may be billed jointly with each other, provided that each such joint bill shall show separately the water and sanitary sewer utility charges.

(g) Charges and Liens Upon System. The Governmental Unit will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The Governmental Unit will not create or permit any lien or charge upon the System or the Gross Revenues or it will make adequate provisions to satisfy and discharge within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the Governmental Unit shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse effect on Finance Authority.

(h) Insurance. Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, the Governmental Unit will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by entities which operate systems such as the System. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the Governmental Unit may have a material interest and of which the Governmental Unit may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the Governmental Unit determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, and any remainder may be used to redeem Utility Revenue Bonds or be treated as Gross Revenues and used in any legally permissible manner.

(i) Competing Utility System. Unless contrary to any provision of, or required by, applicable law, as long as this Loan Agreement is outstanding, the Governmental Unit prior to granting any franchise or license to a competing utility system, or permitting any person, association, firm or corporation to sell similar utility services or facilities to any consumer, public or private, within the Service Area of the System, shall obtain a written report from an independent utility rate consultant stating that in the opinion of the consultant the use charges in effect immediately prior to the approval of the franchise or license by the Governmental Unit are sufficient to meet the requirement of section 2.1(p) (expected coverage

ratio) for the first full calendar year after the approval of the franchise or license, based on the new Service Area of the System.

(j) Alienating System. While this Loan Agreement is outstanding, the Governmental Unit shall not transfer, sell or otherwise dispose of the System, except that the Governmental Unit may dispose of inadequate, obsolete or worn out property. For purposes of this Section, any transfer of an asset over which the Governmental Unit retains or regains substantial control shall, for so long as the Governmental Unit has such control, not be deemed a disposition of the System.

(k) Management of the System. If an Event of Default shall occur or if the Pledged Revenues in any Fiscal Year fail to equal principal and interest due on the Senior Obligations and the Parity Obligations, the Governmental Unit shall retain an independent consultant qualified in the management of water and wastewater utility systems to assist in the management of the System so long as such default continues.

(l) Competent Management. The Governmental Unit shall employ experienced and competent personnel to manage the System.

(m) Performing Duties. The Governmental Unit will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State and the regulations, policies or ordinances and resolutions of the Governmental Unit relating to the System and this Loan Agreement, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by this Loan Agreement and the proper segregation and application of the Gross Revenues.

(n) Other Liens. Except for any Senior Obligations and Parity Obligations listed in the Term Sheet, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Net Revenues on parity with or senior to the lien of this Loan Agreement.

Section 2.3 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit:

(a) Legal Status and Authorization of Loan Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly the Finance Authority Act. The Finance Authority has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and has duly authorized the execution and delivery of this Loan Agreement.

(b) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, nor the consummation of the transactions contemplated in

this Loan Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Finance Authority, or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(c) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. To the knowledge of the Finance Authority, neither the execution and delivery of this Loan Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) Legal, Valid and Binding Obligations. This Loan Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III

LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until the Governmental Unit's obligations under this Loan Agreement have been paid in full or provision for payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV

LOAN; APPLICATION OF MONEYS

Section 4.1 Application of Loan Agreement Proceeds.

(a) On the Closing Date, the amount shown on the Term Sheet as the Aggregate Program Amount shall be made available for disbursement by the Finance Authority to the Governmental Unit pursuant to Section 6.2 of this Loan Agreement at the request of the Governmental Unit and as needed by the Governmental Unit to implement the Project.

(b) The Final Requisition shall be submitted by the Governmental Unit within twenty seven (27) months following the Closing Date, except only as otherwise approved in writing by an Authorized Officer of the Finance Authority, based on the Governmental Unit's demonstration, to the reasonable satisfaction of the Authorized Officer of the Finance Authority, that unanticipated circumstances beyond the control of the Governmental Unit resulted in

delaying the acquisition and completion of the Project, and submission of the Governmental Unit's Final Requisition.

Section 4.2 Disbursements; Approval of Payment Requests. The Governmental Unit shall transmit payment requisitions in the form attached to this Loan Agreement as Exhibit "C" and the supporting documentation required pursuant to Exhibit "C" to the Finance Authority. The Finance Authority or its designee shall review each requisition for compliance with (i) the Project's construction plans and specifications and (ii) all applicable state and federal laws, rules and regulations, and shall approve or disapprove the requisition accordingly. The Finance Authority shall cause Approved Requisitions to be paid from the State Drinking Water Revolving Loan Fund.

Section 4.3 Expense Fund Deposit. The Finance Authority shall determine the amount of the Expense Fund Component at the time of each payment to the Governmental Unit pursuant to Section 6.2 of this Loan Agreement and deposit such amount to the Expense Fund.

ARTICLE V

LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount not to exceed the Maximum Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Governmental Unit does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on a parity with any Parity Obligations and subordinate to any Senior Obligations, (ii) the Debt Service Account, and (iii) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments, provided, however, that if the Governmental Unit, its successors or assigns, shall pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, or shall provide as permitted by Article VIII of this Loan Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions then, upon such final payment, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Aggregate Repayable Disbursements, as set forth in the Final Loan Agreement Payment Schedule.

Within five (5) days after each payment of an Approved Requisition during the Interim Period, the Finance Authority shall recalculate on the basis of the Aggregate Repayable Disbursements to that date the Interest Component and Administrative Fee Component next

coming due as set out in Section 5.2(a)(i) of this Loan Agreement and shall provide written notice to the Governmental Unit of the recalculated Interest Component and Administrative Fee Component. Within thirty (30) days after the final disbursement, the Finance Authority shall provide a Final Loan Agreement Payment Schedule. The schedule of Loan Agreement Payments, assuming the disbursal of the entire Aggregate Program Amount within twenty-seven (27) months after the Closing Date, identified as the Interim Loan Agreement Payment Schedule, is attached to this Loan Agreement as Exhibit "B". The Finance Authority shall provide a Final Loan Agreement Payment Schedule following the final disbursement which shall supersede the schedule attached as Exhibit "B".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the sources of the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that the Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law and the laws of the State.

Section 5.2 Payment Obligations of Governmental Unit. The Debt Service Account shall be established and held by the Finance Authority or its designee on behalf of the Governmental Unit. All Loan Agreement Payments received by the Finance Authority or its designee pursuant to this Loan Agreement shall be accounted for and maintained by the Finance Authority or its designee in the Debt Service Account, which account shall be kept separate and apart from all other accounts of the Finance Authority. The amounts on deposit in the Debt Service Account shall be expended and used by the Finance Authority only in the manner and order of priority specified herein.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority and the Finance Authority shall collect and deposit into the Debt Service Account from the Governmental Unit the Pledged Revenues, in the manner specified herein.

(i) Payment of Interest Component and Administrative Fee Component during Interim Period.

(A) During the Interim Period, Interest and Administrative Fees shall accrue on the amount of Aggregate Repayable Disbursements, from the date of each Disbursement.

(B) During the Interim Period the Governmental Unit shall monthly, commencing on the first day of the month next following the first payment by the Finance Authority of an Approved Requisition, pay to the Finance Authority for deposit into the Debt Service Account such amount as is necessary, in monthly installments, to pay the Interest Component and Administrative Fee Component on the Aggregate Repayable Disbursements as of each Loan Agreement Payment Date.

(ii) Loan Agreement Payments Following the Interim Period. After the Interim Period, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account the following amounts:

(A) Interest and Administrative Fee Components. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Interest Component and Administrative Fee Component coming due on this Loan Agreement and monthly thereafter, commencing on each Loan Agreement Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component and Administrative Fee Component on this Loan Agreement as described in the Final Loan Agreement Payment Schedule.

(B) Principal Payments. Monthly, commencing on the first day of the month next following the final disbursement, the Governmental Unit shall pay to the Finance Authority for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Principal Component; and thereafter on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in the Final Loan Agreement Payment Schedule.

(iii) Method of Payment. The Governmental Unit shall transfer each month to the Finance Authority, from Pledged Revenues, the amounts set forth in Subsections (i)(C), (ii)(A) and (ii)(B) of this Section 5.2(a) during the time that this Loan Agreement is outstanding, provided, that in the event of any default in making the Loan Agreement Payments by the Governmental Unit, the Finance Authority shall be entitled to seek payment of the amounts due through any of the remedies provided in Article X of this Loan Agreement.

(b) In the event that the balance of payments held in the Debt Service Account should exceed the amount needed to cover Loan Agreement Payments then due, the Finance Authority shall use the balance of the Pledged Revenues received, at the request of the Governmental Unit (i) to credit against upcoming Loan Agreement Payments, or (ii) to distribute to the Governmental Unit for any other purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority or its designee at the address designated in Section 11.1 of this Loan Agreement. The obligation of the

Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority or its designee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4. Additional Parity Obligations Payable from Pledged Revenues. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund Subordinated Obligations as provided in Section 5.5 hereof), it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Debt Service Account as provided in this Loan Agreement.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined maximum annual principal, interest requirement and the Administrative Fee Component coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.5 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement, without the written approval of the Finance Authority.

Section 5.5 Refunding Obligations Payable from Pledged Revenues. The provisions of Section 5.4 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (f) of Section 5.4 hereof and in subparagraphs (b) and (c) of this Section 5.5.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded have a lien on the Pledged Revenues on a parity with the lien thereon of this Loan Agreement and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 of this Loan Agreement.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of this same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) through (f) of Section 5.4 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.6 Investment of Governmental Unit Funds. Money on deposit in the Debt Service Account created hereunder may be invested by the Finance Authority or its designee in Permitted Investments at the written direction of the Governmental Unit or, in the absence of such written direction of the Governmental Unit, at the discretion of the Finance Authority. Any earnings on Permitted Investments shall be held and administered in the Debt Service Account and utilized in the same manner as the other moneys on deposit therein for the benefit of the Governmental Unit.

Section 5.7 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI

THE PROJECT

Section 6.1 Agreement to Acquire and Complete the Project. The Governmental Unit hereby agrees that in order to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general do all things which may be requisite or proper to acquire and complete the Project.

The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed by the Finance Authority pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements. So long as no Event of Default shall occur and the requirements of Section 4.2 are satisfied, the Finance Authority or its designee shall disburse moneys to pay a requisition upon receipt and approval by the Finance Authority or its designee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit, with required supporting documentation.

Section 6.3 Completion of the Acquisition of the Project. Upon completion of the acquisition of the Project, which shall occur no later than two (2) years after the Closing Date, unless a later date is approved as provided in Section 4.1(b) of this Agreement, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority, substantially in the form of Exhibit "D" attached hereto, stating that, to his or her knowledge, the acquisition of the Project has been completed and the Project has been accepted by the Governmental Unit, and all costs have been paid, except for any reimbursements requested pursuant to requisitions submitted prior to the end of the Interim Period. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Unrequisitioned Amounts. In the event that, (1) at the time of the delivery of the certificate of completion required by Section 6.3 hereof, there remains an Unrequisitioned Principal Amount, or (2) the Finance Authority shall not have received a Final Requisition, by the date that is twenty seven (27) months from the Closing Date, unless an extension is approved pursuant to Section 4.1(b) of this Loan Agreement, then the Governmental Unit shall have no right or title to the Unrequisitioned Principal Amount, nor any right to pledge, encumber or draw upon such Unrequisitioned Principal Amount, and the Finance Authority will not approve, honor, or enforce any requisition upon such Unrequisitioned Principal Amount pursuant to this Loan Agreement.

ARTICLE VII

COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit 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 correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof. Authorized Officers are authorized to execute, acknowledge and deliver any such supplements and further instruments.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit 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 Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to rely and act on any such approval or request.

Section 7.3 Compliance with Court Orders. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all

current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 Compliance with Applicable State and Federal Laws. During the Loan Agreement Term, the Governmental Unit shall comply with all applicable State and federal laws, including, without limitation, the following:

(a) For all contracts, the Governmental Unit shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable.

(b) For all construction contracts awarded in excess of \$10,000, the Governmental Unit shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 12, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 40 and 60). In addition, for all contracts, the Governmental Unit shall comply with all State laws and regulations and all executive orders of the Governor of the State pertaining to equal employment opportunity.

(c) For all contracts awarded for construction or repair, the Governmental Unit shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3).

(d) For all construction subcontracts, and subgrants of amounts in excess of \$100,000, the Governmental Unit shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). In addition, for all contracts, the Contractor shall comply with all applicable State laws and regulations and with all executive orders of the Governor of the State pertaining to protection of the environment.

(e) For all contracts the Governmental Unit shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with section 362 of the Energy Policy and Conservation Act (42 U.S.C. § 6322).

(f) For all contracts in excess of \$2,000 the Governmental Unit shall comply with applicable standards of the Davis-Bacon Wage Act (40 U.S.C. § 3141 et seq.), as amended and supplemented, relating to wages paid to laborers and mechanics employed by contractors and sub-contractors on a Project funded directly by or assisted in whole or in part by and through the Governmental Unit.

(g) For all contracts, the Governmental Unit shall comply with the requirements of the Environmental Protection Agency's Program for Utilization of Minority and Women's Business Enterprises set out in Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations.

(h) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13502 on Use of Project Agreements for Federal Construction Projects.

(i) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order dated September 25, 2012 on Strengthening Protections Against Trafficking in Persons in Federal Contracts.

(j) For all contracts, the Governmental Unit shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, 2014 Consolidated Appropriations Act, Section 436 and related SRF Policy Guidelines) which the Governmental Unit understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Governmental Unit has requested and obtained a waiver from the Finance Authority pertaining to the Project or (ii) the Finance Authority has otherwise advised the Governmental Unit in writing that the American Iron and Steel Requirement is not applicable to the Project.

(k) For all contracts, the Governmental Unit shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Governmental Unit understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default under this Agreement.

(l) For all contracts, the Governmental Unit shall comply with Executive Order 12549 – Debarment and Suspension and all rules, regulations and guidelines issued pursuant to Executive Order 12549, including compliance with the requirement that each prospective participant in transactions related to the Loan execute a written certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions related to the Loan.

(m) For all contracts, the Governmental Unit shall comply with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) in all procurement contracts, and the Governmental Unit and procurement contractors shall include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the Project shall include in any contract in excess of \$2,000 the contract clauses set out in the EPA publication entitled “Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act Section 1450(e).”

(n) The Governmental Unit shall comply with the requirement of the June 3, 2015 Guidelines for Enhancing Public Awareness of SRF Assistance Agreements issued by the United States Environmental Protection Agency relating to signage, posters, advertisements, website or press releases indicating that financial assistance was received from the EPA for the Project.

The Finance Authority or its designee shall have the right to review all contracts, work orders and other documentation related to the Project that it deems necessary to assure compliance with applicable laws, rules and regulations, and may conduct such review as it deems appropriate prior to disbursing funds for payment of an Approved Requisition.

Section 7.5 First Lien Status. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.6 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII

PREPAYMENT OF LOAN AGREEMENT PAYMENTS

The Governmental Unit is hereby granted the option to prepay the Principal Component of this Loan Agreement in whole or in part on any day without penalty or prepayment premium, beginning one (1) year after the Closing Date. The Governmental Unit may designate the due date or due dates of the Principal Component or portions thereof being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the Finance Authority or its designee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Finance Authority or its designee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

ARTICLE IX

INDEMNIFICATION

From and to the extent of the Pledged Revenues and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and its designee, if any, harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the

Loan Agreement proceeds and interest on the investment of the Loan Agreement proceeds. The Governmental Unit shall indemnify and save the Finance Authority and its designee, if any, harmless, from and to the extent of the available Pledged Revenues and to the extent permitted by law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or its designee, shall defend the Finance Authority or its designee, if any, in any such action or proceeding.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable; or

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Unit by the Finance Authority or its designee, if any, unless the Finance Authority or its designee, as applicable, 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 or its designee but cannot be cured within the applicable thirty (30) day period, the Finance Authority or its designee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect; or

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority shall have the right to intervene in the proceedings to protect the Finance Authority's interests; or

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or,

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority shall have the right to intervene in the proceedings to protect its interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority under this Loan Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues and Aggregate Disbursements (except the Expense Fund Component); or,

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or enforce any other of its rights thereunder.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 of this Loan Agreement, 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 as 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 X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority may in its discretion waive any Event of Default hereunder and the consequences of an Event of Default by written waiver; provided, however, that there shall not be waived (i) any Event of Default in the payment of principal of this Loan Agreement at the date when due as specified in this Loan Agreement, or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payment of principal and all expenses of the Finance Authority, in connection with such Event of Default shall have been paid or provided. 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 such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority shall be restored to its former position 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 10.6 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.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses Related to Defaults. In the event that the Governmental Unit should default under any of the provisions hereof and the Finance Authority employs attorneys or incurs other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit contained in this Loan Agreement, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Governmental Unit, then to:

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

If to the Finance Authority, then to:

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

And if to Finance Authority's designated servicing agent for this Loan Agreement, if any, at the address to be provided by the servicing agent. The Governmental Unit and the Finance Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. This Loan Agreement may be amended only with the written consent of the Finance Authority and the Governmental Unit, except as provided in Section 4.1(b) of this Loan Agreement. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Loan Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by an Authorized Officer of the Finance Authority shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Loan Agreement.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority or against any officer, employee, director or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. 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 Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, 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 11.6 Execution in Counterparts. This Loan 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 11.7 Assignment by the Finance Authority. This Loan Agreement (except as to the Administrative Fee and Expense Fund Component) may be assigned and transferred by the Finance Authority to a trustee, which right to assign and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 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 Loan Agreement.

[Remainder of page intentionally left blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself has executed this Loan Agreement, which was approved by the Finance Authority's Board of Directors on September 27, 2018, in its corporate name by its duly authorized officers; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed hereto and attested by duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
John Gasparich, Interim Chief Executive Officer

Prepared for Execution by Officers of the Finance Authority:

SUTIN, THAYER & BROWNE
A PROFESSIONAL CORPORATION
As Loan Counsel to the Finance Authority

By _____
Suzanne Wood Bruckner

Approved for Execution by Officers of the Finance Authority:

By _____
Daniel C. Opperman, General Counsel

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By _____
Sandra Whitehead, Mayor

[SEAL]

ATTEST:

By _____
Renee Cantin, City Clerk-Treasurer

EXHIBIT "A"

TERM SHEET

LOAN NO. DW-4794

TO THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO

Governmental Unit:	City of Truth or Consequences, New Mexico
Project Description:	Replacement of high risk water lines below Marshall Street, N. Pershing Street, 2 nd Avenue and Sierra Vista Drive
Pledged Revenues:	Net Revenues of the System
Currently Outstanding Parity Obligations for Pledged Revenues:	New Mexico Environment Department RIP Loan No. 95-16 maturing in 2022; Finance Authority Loan DW-0442 maturing in 2021; Finance Authority Loan PPRF-1704 maturing in 2024; Finance Authority Loan PPRF-2737 maturing in 2033; Finance Authority Loan PPRF-2613 maturing in 2032
Currently Outstanding Senior Obligations:	None
Currently Outstanding Subordinate Obligations:	Finance Authority Loan WPF-0229 maturing in 2032; Finance Authority Loan WPF-0292 maturing in 2033; Finance Authority Loan CIF-3171 maturing in 2034; Finance Authority Loan CIF-3364 maturing in 2025
Authorizing Legislation:	Governmental Unit Resolution No. 37 18/19 adopted April 24, 2019.
Closing Date:	May 31, 2019
Interest Rate:	0.25% and 2.00% on the Disadvantaged Portion (which both include the Administrative Fee)
Maximum Forgiven Program Fund Component:	\$614,336.57
Maximum Repayable Program Fund Component:	\$614,399.62

Aggregate Program Fund Amount: \$1,228,736.19

Maximum Forgiven Expense Fund Component: \$6,205.43

Maximum Repayable Expense Fund Component: \$6,143.38

Maximum Expense Fund Component: \$ 12,348.81

Maximum Principal Amount: \$1,241,085.00

Subsidy Percent: 50%

EXHIBIT "B"

LOAN AGREEMENT PAYMENT SCHEDULE

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: \$1,241,085 Loan Agreement by and between the Finance Authority and the City of Truth or Consequences (the "Loan Agreement")

TO: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Loan Servicing

LOAN NO. DW-4794

CLOSING DATE: May 31, 2019

You are hereby authorized to disburse to the City of Truth or Consequences or its payee with regard to the above-referenced Loan Agreement the following:

REQUISITION NUMBER:		<input type="checkbox"/> Interim Request <input type="checkbox"/> Final Request
AMOUNT OF PAYMENT:	\$	

PURPOSE OF PAYMENT:

☐ This is a request of REIMBURSEMENT of incurred and paid project expenses. (Attach proof of payment, e.g. check stubs, and corresponding invoices)

☐ This is a request of DIRECT PAYMENT to vendor or service provider of incurred project expenses. (Attach invoices)

PAYEE INFORMATION

NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

Please indicate if this Business is considered a

<input type="checkbox"/> SBE (Small Business Entrepreneur)	<input type="checkbox"/> MBE (Minority Business Entrepreneur)	<input type="checkbox"/> WBE (Women owned business Entrepreneur)	<input type="checkbox"/> N/A
--	---	--	------------------------------

(Attach SBE/MBE/WBE Certification)

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge for requisition and payment.

Each obligation, item of cost or expense mentioned herein is not for costs related to the purchase of land or easement.

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Truth or Consequences is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Truth or Consequences understands its obligation to complete the acquisition and installation of the Project and shall complete the acquisition and installation of the Project from other legally available funds.

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

DATED: _____

By: _____
Authorized Officer

(Print name and title)

EXHIBIT "D"

FORM OF CERTIFICATE OF COMPLETION

RE: \$1,241,085 Loan Agreement by and between the Finance Authority and the City of Truth or Consequences (the "Loan Agreement")

Loan No. DW-4794

Closing Date: May 31, 2019

TO: NEW MEXICO FINANCE AUTHORITY

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

City of Truth or Consequences, hereby certify as follows:

1. The project described in the Loan Agreement (the "Project") was completed and placed in service on _____, 20____.
2. The total cost of the Project was \$ _____.
3. Cost of the Project paid from the Loan was \$ _____.
4. The portion of the Maximum Principal Amount unexpended for the Project is \$ _____.
5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: _____
Its: _____

STATE OF NEW MEXICO) GENERAL AND NO LITIGATION
) ss. CERTIFICATE
COUNTY OF SIERRA)

General & No Litigation Certificate
City of Truth or Consequences, Loan No.DW-4794

published in English in the *Sierra County Sentinel*, a newspaper qualified to publish legal notices that is of general circulation in the City of Truth or Consequences, New Mexico.

5. There is no reason within our knowledge and belief after due investigation, why the Governmental Unit may not enter into the Loan Agreement with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Resolution.

6. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement. The Loan Agreement has been duly authorized, executed and delivered by the Governmental Unit.

7. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not 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 Governmental Unit to carry out and enforce the provisions of the Loan Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

8. No event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under the Loan Agreement or the Resolution, and no event of default and no default under the Loan Agreement or the Resolution have occurred and are continuing on the date of this Certificate.

9. The Governmental Unit 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 Loan Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan Agreement.

10. A. 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 Loan Agreement or to any of the actions required to be taken by the Resolution or the Loan Agreement on or prior to the date of this Certificate have been obtained and are in full force and effect; and

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

11. Neither the Governmental Unit's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan Agreement does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under, any law, court decree or order, governmental regulation, rule or order, resolution, agreement,

indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound.

12. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, properties of the Governmental Unit or the Pledged Revenues since the date of the Resolution.

13. None of the events of default referred to in Article X of the Loan Agreement has occurred.

14. Subsequent to the adoption of the Resolution, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate, except as set forth in the Term Sheet, there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement.

15. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues, on parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement. The Loan Agreement prohibits the Governmental Unit from issuing additional bonds or other obligations with a lien on the Pledged Revenues senior to the lien of the Loan Agreement without the prior written approval of the Finance Authority.

16. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to the Governmental Unit's knowledge is there any basis therefore, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, interest, and Administrative Fee on the Loan Agreement, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its drinking water state revolving fund loan program; (c) the validity or enforceability of the Loan Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement or the Resolution; (d) the execution and delivery of the Loan Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Resolution.

17. The Governmental Unit 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 Governmental Unit contained in the Loan Agreement and the Resolution are true and correct as of the date hereof.

18. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of,

premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest except that no representation is made with respect to industrial revenue bonds or conduit bonds payable solely from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

19. To the best of our knowledge and belief after due investigation, neither the Mayor, City Clerk-Treasurer, any member of the Governing Body, nor any other officer, employee or other agent of the Governmental Unit 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.

20. Regular meetings of the Governing Body have been held at the Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Loan Agreement. The Open Meetings Act Resolution No. 01 18/19 adopted and approved by the Governing Body on July 11, 2018 establishes notice standards as required by NMSA 1978, § 10-15-1, as amended. The Open Meetings Act Resolution No. 01 18/19 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement and the Resolution was taken at meetings held in compliance with the Open Meetings Act and Resolution No. 01 18/19.

22. The Mayor and City Clerk-Treasurer, on the date of the signing of the Loan Agreement, and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreements.

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

24. This Certificate may be executed in counterparts.

[Remainder of page left intentionally blank]

[Signature page follows.]

WITNESS our signatures and the seal of the Governmental Unit this 31st day of May, 2019.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

Sandra Whitehead, Mayor

Renee Cantin, City Clerk-Treasurer

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\$1,241,085
CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
NO. DW-4794

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the City of Truth or Consequences (the "Governmental Unit"), a New Mexico municipality, in the County of Sierra and the State of New Mexico, hereby certifies except as noted in item 4 below:

1. That the Governmental Unit has acquired and presently holds title to or continuous and adequate rights-of-way on public and private lands needed, if any, for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of the above-referenced Loan made by New Mexico Finance Authority (the "Project") and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
2. That the Governmental Unit has acquired the necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and public utilities.
3. That the attached right of way map shows the location and description of all land and rights-of-way needed for the Project, including all lands acquired for the Project by right of use or adverse possession and by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.
4. Exceptions: _____

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Truth or Consequences as of this 31st day of May, 2019.

Jaime R. Rubin, Esq.
Attorney for the City of Truth or Consequences
P.O. Drawer 151
Truth or Consequences, NM 87901

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\$1,241,085
CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY DRINKING WATER LOAN
NO. DW-4794

STATE OF NEW MEXICO)	DELIVERY CERTIFICATE AND
) ss.	CROSS-RECEIPT
COUNTY OF SIERRA)	

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen and qualified Mayor and City Clerk-Treasurer of the City of Truth of Consequences, New Mexico (the "Governmental Unit"):

1. On the date of this Certificate, the Governmental Unit executed and delivered or caused to be executed and delivered a Drinking Water State Revolving Fund Loan and Subsidy Agreement in the Maximum Principal Amount of \$1,241,085 (the "Loan Agreement") between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority") to the Finance Authority, the purchaser of the Loan Agreement, as authorized by Governmental Unit Resolution No. 37 18/19, adopted by the Governmental Unit on April 24, 2019 (the Resolution") relating to the execution and delivery of the Loan Agreement.

2. The undersigned acknowledge that the Aggregate Program Amount, as defined in the Loan Agreement, is available for disbursement to the Governmental Unit pursuant to the terms of Section 4.2 of the Loan Agreement upon transmission of payment requisitions to the Finance Authority in substantially the form attached as Exhibit "C" to the Loan Agreement, with supporting documentation as provided in the Loan Agreement, and will be used as set forth in the Resolution and the Loan Agreement.

WITNESS our hands this 31st day of May, 2019.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

Sandra Whitehead, Mayor

Renee Cantin, City Clerk-Treasurer

STATE OF NEW MEXICO)
) ss
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, the duly qualified and acting Chief Executive Officer of the Finance Authority, that the Finance Authority has, on the date of this Certificate received from the City of Truth or Consequences, Sierra County, New Mexico, the Loan Agreement for Project No. DW-4794.

NEW MEXICO FINANCE AUTHORITY

By: _____
John Gasparich
Interim Chief Executive Officer
New Mexico Finance Authority

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SUTIN THAYER & BROWNE
A PROFESSIONAL CORPORATION
LAWYERS

IRWIN S. MOISE (1906-1984)
LEWIS R. SUTIN (1908-1992)
FRANKLIN JONES (1919-1994)
RAYMOND W. SCHOWERS (1948-1995)
GRAHAM BROWNE (1935-2003)
NORMAN S. THAYER (1933-2018)

ROBERT G. HEYMAN (Of Counsel)

ANDREW J. BARANOWSKI
LILIANA BENITEZ DE LUNA
ANNE P. BROWNE
SUZANNE WOOD BRUCKNER

STEFAN R. CHACÓN
MARIA MONTOYA CHAVEZ
OSCAR COBOS
EDUARDO A. DUFFY
TINA MUSCARELLA GOOCH
JESSE D. HALE
SUSAN M. HAPKA
WADE L. JACKSON
DAVID H. JOHNSON
ROBERT J. JOHNSTON
JACQUELINE K. KAFKA
CHRISTINA M. LOONEY
STEVEN DOUGLAS LOONEY

DEBORAH E. MANN
BRANA L. MEECH
LYNN E. MOSTOLLER
CHARLES J. PIECHOTA
JAY D. ROSENBLUM
FRANK C. SALAZAR
JUSTIN R. SAWYER
ANDREW J. SIMONS
MARIPOSA PADILLA SIVAGE
BENJAMIN E. THOMAS
L. CURTIS VERNON

6100 UPTOWN BLVD NE, SUITE 400
ALBUQUERQUE, NEW MEXICO 87110
POST OFFICE BOX 1945
ALBUQUERQUE, NEW MEXICO 87103
505-883-2500
FAX 505-888-6565

150 WASHINGTON AVE, SUITE 210
SANTA FE, NEW MEXICO 87501
POST OFFICE BOX 2187
SANTA FE, NEW MEXICO 87504
505-988-5521
FAX 505-982-5297

WWW.SUTINFIRM.COM

May 31, 2019

New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: \$1,241,085 Loan to the City of Truth or Consequences, Sierra County,
New Mexico, DW-4794

Ladies and Gentlemen:

We have acted as Loan Counsel to the New Mexico Finance Authority in connection with the \$1,241,085 loan and subsidy agreement dated May 31, 2019 (the "Loan Agreement") by and between the City of Truth or Consequences, Sierra County, New Mexico (the "Governmental Unit") and the New Mexico Finance Authority (the "Finance Authority"). The Loan Agreement is executed and delivered by the Governmental Unit pursuant to Sections 6-21A-1 through 6-21A-9 and 3-31-1 through 3-31-12, NMSA 1978, as amended, and the Governmental Unit's Resolution No. 37 18/19, adopted on April 24, 2019 (the "Resolution"). The Loan Agreement has been executed and delivered to provide funds for replacement of high risk water lines for the Governmental Unit (the "Project"), as described in the Loan Agreement.

We have examined the Resolution and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to questions of fact material to the opinions set forth herein, we have relied upon representations of the Governmental Unit contained in the Resolution and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made by the Governmental Unit's legal counsel in the certified proceedings.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

1. The Resolution is a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates the pledge of the Net System Revenues of the Governmental Unit, as described in the Loan Agreement (the "Pledged Revenues") which it purports to create.

Page 2

2. The Loan Agreement is a valid and binding special, limited obligation of the Governmental Unit, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

3. The Loan Agreement is payable solely from, and such payment is secured by a valid and binding first lien on the distribution on the Pledged Revenues on a parity with the lien thereon of other outstanding obligations secured by the Pledged Revenues and senior to the lien thereon of other outstanding obligations secured by a subordinate lien on the Pledged Revenues. The Finance Authority has no right to have taxes levied by the Governmental Unit for the payment of principal of or interest on the Loan Agreement and the Loan Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Governmental Unit.

4. The Loan Agreement is a valid and binding obligation of the Finance Authority and is enforceable in accordance with its terms and provisions.

We express no opinion with respect to the provisions of the Loan Agreement and the Resolution with respect to indemnification, provisions requiring that amendments be in writing or payment of attorneys' fees.

This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Finance Authority and the Governmental Unit with the terms of the Loan Agreement.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

SUTIN, THAYER & BROWNE
A Professional Corporation

NEW MEXICO FINANCE AUTHORITY

FINAL OPINION OF COUNSEL

To: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: City of Truth or Consequences, Sierra County, New Mexico
\$1,241,085 Loan No. DW-4794

I am the Attorney for the City of Truth or Consequences, New Mexico, with regard to the above-referenced Loan. I am licensed to practice law and am in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Governmental Unit, the City of Truth or Consequences (the "Governmental Unit"), understanding that the Lender, New Mexico Finance Authority (the "Finance Authority"), is relying on this opinion letter and, but for this opinion letter, the Loan would not be approved.

I hereby certify that I have examined:

- (1) The City of Truth or Consequences, Water Project, Drinking Water State Revolving Loan Fund Application, dated August 10, 2018, and the Finance Authority Board Approval, for Project No. DW-4794, for the City of Truth or Consequences (Sierra County), dated September 27, 2018, relating to the project (herein the "Project"), as more specifically defined in the Loan and Subsidy Agreement dated May 31, 2019 (the "Loan Agreement");
- (2) The incorporation documents creating the Governmental Unit;
- (3) The most recent Annual Open Meetings Resolution (as well as the underlying proceedings) adopted by the Governmental Unit;
- (4) The proceedings of the City Commission, the governing body of the Governmental Unit (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan Application, the Project development, the budget for the Project, and existing contracts (if any) with Project professionals including but not limited to architects, engineers, planners and contractors, whose work will be paid from the proceeds of the Loan;
- (5) Relevant corporate proceedings of the Governmental Unit from at least December 1, 2018 to the date hereof, including, without limiting the generality of the foregoing, the corporate action of the Governmental Unit relating to (a) the election or appointment of its Mayor, City Commission and City Clerk-Treasurer; (b) the adoption of ordinances and resolutions

governing the operation of the Project; (c) cost estimates for the Project; (d) the proposed operating budget; (e) the proposal to finance the Project, in part, with a loan made by the Finance Authority; (f) the Resolution of the City Commission dated April 24, 2019 (the "Resolution") authorizing the Mayor and City Clerk-Treasurer to execute necessary documents to obtain the loan for the Project; and (g) all necessary approvals for the Project from state or local authorities;

- (6) The Loan Agreement and attachments or exhibits thereto setting up a procedure whereby all loan funds will be disbursed to the Governmental Unit on written authorization of the Governmental Unit's Authorized Officers only after certification of completion of the work in a satisfactory manner by a licensed professional engineer, architect or other authorized representative contractually obligated to the Governmental Unit and only to pay eligible Project costs; and
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real or personal property upon which the Project will be constructed.

Based upon my examination of the foregoing, I am of the opinion that:

- A. The Governmental Unit is a duly organized and existing incorporated municipality in good standing under the laws of the State of New Mexico.
- B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- C. The officials and appointees of the Governmental Unit were duly and validly elected or appointed and are empowered to act for the Governmental Unit.
- D. The Governmental Unit has corporate power:
 - (1) to construct and install the Project proposed to be constructed and installed by the Governmental Unit;
 - (2) to execute and deliver Loan documents including, but not necessarily limited to, those identified above;
 - (3) to perform all acts required by such Loan documents to be done by it; and
 - (4) to own and operate and maintain the Project during its useful life.
- E. All proceedings of the Governmental Unit, 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.

- F. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not 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 Governmental Unit to carry out and enforce the provisions of the Loan Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.
- G. The Resolution is a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates the pledge of the Net System Revenues of the Governmental Unit, as described in the Loan Agreement (the "Pledged Revenues") which it purports to create.
- H. The Loan Agreement is a valid and binding special, limited obligation of the Governmental Unit, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.
- I. The Governmental Unit has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governmental Unit in connection with the Loan Agreement. Resolution No. 01 18/19 (the "Open Meetings Act Resolution"), as adopted and approved by the Governmental Unit on July 11, 2018, establishes notice standards as required by NMSA 1978, § 10-15-1, as amended. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governmental Unit with respect to the Loan Agreement, and the Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution.
- J. To the best of my knowledge and belief after due investigation, no event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under either the Loan Agreement or the Resolution, and no event of default and no default under the Loan Agreement or the Resolution has occurred and is continuing on the date of this Certificate.
- K. The Governmental Unit 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 Loan Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan Agreement.

- L. 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 Loan Agreement or any of the actions required to be taken by the Resolution or the Loan Agreement to the date of this Certificate have been obtained and are in full force and effect.
- M. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the project have been obtained and are in full force and effect.
- N. Neither the Governmental Unit's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan Agreement does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound.
- O. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to my knowledge is there any basis therefore, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, interest, and Administrative Fee on the Loan Agreement or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Governmental Unit, (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its drinking water state revolving fund loan program, (c) the validity or enforceability of the Loan Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement or the Resolution, (d) the execution and delivery of the Loan Agreement, (e) the authority of the Governmental Unit to repay the amount of the loan or (f) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Resolution.
- P. No legal proceedings have been instituted or are pending, and to the best of my knowledge none are threatened, whether or not the Governmental Unit is named as a party in such proceedings, which would affect the Governmental Unit's interest in the property upon which the Project will be located, and there are no judgments against the Governmental Unit and no liens against any of the real or personal property of the Governmental Unit or other entity on which the Project will be located.
- Q. The Governmental Unit has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Governmental Unit now has sufficient,

adequate and continuous rights-of-way to permit the construction, installation, operation and maintenance of the Project.

- R. The Governmental Unit has complied with all of the requirements of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, applicable to the Project on or prior to the date of this opinion letter.

Dated this 31st day of May, 2019.

Jaime R. Rubin, Esq.
Attorney for the City of Truth or Consequences

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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 24, 2019

Agenda Item #: **G.3**

SUBJECT: Resolution No. 38 2018/2019 supporting the necessary elimination of some of the on-street parking on the South side of Main Street at Foch Street.

DEPARTMENT: Police Department

DATE SUBMITTED: April 11, 2019

SUBMITTED BY: Chief Randall Aragon

WHO WILL PRESENT THE ITEM: Randall Aragon, Chief of Police

Summary/Background:

This hazardous intersection is widely known by most city residents.

Though this area is a “work in progress” for beautification and perhaps this specific safety concern, the remedy is perhaps 18 months to two years away; consequently, a “fix” is recommended as soon as practicable. Due to this traffic safety concern Chief Aragon apprised previous City Manager Fuentes and current City Manager Morris Madrid: both clearly concur it is basically an “accident/crash waiting to happen.” Chief Aragon also consulted with Mr. Harold Love who on prior site visits to T or C also discerned that this is indeed a safety hazard. On Monday, April 8, 2019 Mr. Love (at my request) personally (once again) accessed this intersection and indicated “. . . there is a safety issue due to the limited sight distance for traffic on NB Foch St. trying to enter Main St.” (See Mr. Love’s email.)

Mr. Love’s recommendation will be to install “delineators” (plastic upright posts) to be installed to prevent parking of three vehicles along Main Street which would result in an enhanced “sight picture” (triangulation) to observe vehicles traveling along Main Street when stopped (heading north) at the stop sign at the corner of Foch Street & Main Street.

Besides installing the plastic “delineators” DOT would install one (1) sign along the curb (on Main Street) that prohibits parking from that sign up to the corner of Foch Street.

As Mr. Love’s email stipulates, NM DOT requests a resolution from our governing body requesting DOT to install the aforementioned traffic safety components.

Recommendation:

I, TCPD Command Staff, City Manager Morris Madrid, and NM DOT (Harold Love) support and recommend that the City Commission approve a resolution to have NM DOT to install traffic control devices, pavement markings, and signing required to eliminate on-street parking as determined by NMDOT.

Attachments:

- Email from Mr. Harold Love, Assistant District Engineer, Engineering Support NMDOT District 1.
- Resolution No. 38 18/19

Fiscal Impact (Finance): No

None.

Legal Review (City Attorney): Yes

Resolution has been reviewed.

Approved For Submittal By: ☒ Department Director *R.A.*

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 38 18-19 Ordinance No. [Click here to enter text.](#)

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

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

File Name: G.3-AR-Dangerous Intersection Corner of Foch and Main Street

From: [Love, Harold A., NMDOT](#)
To: [Aragon, Randall](#)
Cc: [Doolittle, Trent E., NMDOT](#); [Hinojos, Maria A., NMDOT](#); [Garcia, Miguel A, NMDOT](#)
Subject: RE: Hazardous Intersection at Foch and Main Street--T or C, NM
Date: Wednesday, April 10, 2019 9:38:42 AM
Attachments: [image001.png](#)
[image002.png](#)

District One office agrees that there is a safety issue due to the limited sight distance for traffic on NB Foch St. trying to enter Main St. Also, District agrees that eliminating some of the on-street parking on the south side of Main St. at the intersection would significantly increase sight distance and improve safety.

District is requesting a *resolution* from the City supporting the elimination of the on-street parking. Once the resolution is received, District will schedule work required.

Sincerely,

Harold A. Love, P.E.
Assistant District Engineer
Engineering Support
NMDOT District 1
575-640-6811
Harold.love@state.nm.us



RESOLUTION NO. 38 18/19

CITY OF TRUTH OR CONSEQUENCES

**SUPPORTING THE NECESSARY ELIMINATION OF SOME OF THE ON-STREET PARKING
ON THE SOUTH SIDE OF MAIN STREET AT FOCH STREET**

WHEREAS, there has been an on-going problem with the safety when going Northbound on Foch Street when you need to turn onto or cross Main Street; and

WHEREAS, this area is a "work in progress" for beautification through the MainStreet Great Blocks Program, and consequently a remedy to this issue is recommended as soon as practicable; and

WHEREAS, this hazardous intersection is widely known by most city residents and was brought to the attention of a New Mexico Department of Transportation (NMDOT) Representative who discerned that this is indeed a safety hazard and provided a possible solution; and

WHEREAS, the recommendation was for the installation of delineators or plastic upright posts (traffic control devices), in order to increase sight distance with a sign at the beginning, and pavement markings to prevent the parking of three vehicles along Main Street from that sign up to the corner of Foch Street; and

WHEREAS, it is essential to eliminate the limited sight distance at this intersection for the safety of our citizens and visitors.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES; hereby supports the recommendation to have NMDOT install traffic control devices, pavement markings, and signage which is required to eliminate on-street parking as determined by NMDOT for the safety and protection of our citizens and everyone who visits our community.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2019.

Sandra Whitehead, Mayor

ATTEST:

Renee Cantin, City Clerk





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 10, 2019

Agenda Item #: **G.4**

SUBJECT: Authorize and Approve Staff to submit documents related to an application for Federal Assistance under USDA/RUS for Water System Improvements as defined by the T or C Water System Improvements Preliminary Engineering Report

DEPARTMENT: Community Development

DATE SUBMITTED: April 16, 2019

SUBMITTED BY: Traci Burnette

WHO WILL PRESENT THE ITEM: Traci Burnette

Summary/Background:

Proposed project addresses the lack of storage at the Cook Street Treatment Facility, modifications to the existing disinfection system, SCADA RTU upgrades, as well as replacement of distribution lines within the Downtown area.

Recommendation:

Authorize and approve submission of an application to USDA/RUS for Water System Improvements as defined in the T or C Water System Improvements Preliminary Engineering Report

Attachments:

- Waterline Map - Downtown
- Cook Street Map
- SCADA RTU Location Map

Fiscal Impact (Finance): Yes

Funding will be Grant/Loan amount

Legal Review (City Attorney): No

None at this time

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: AF USDA Application Submission

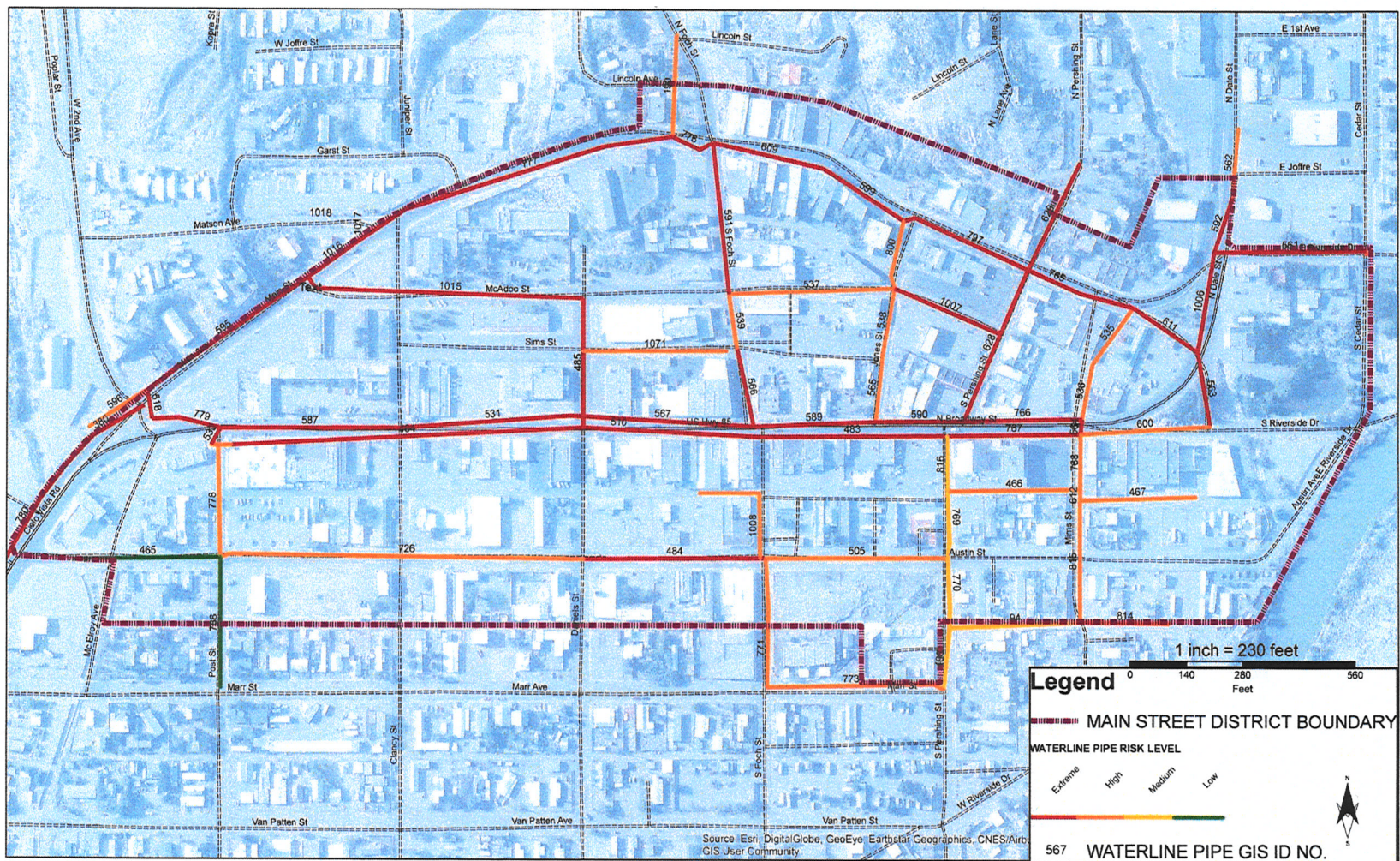
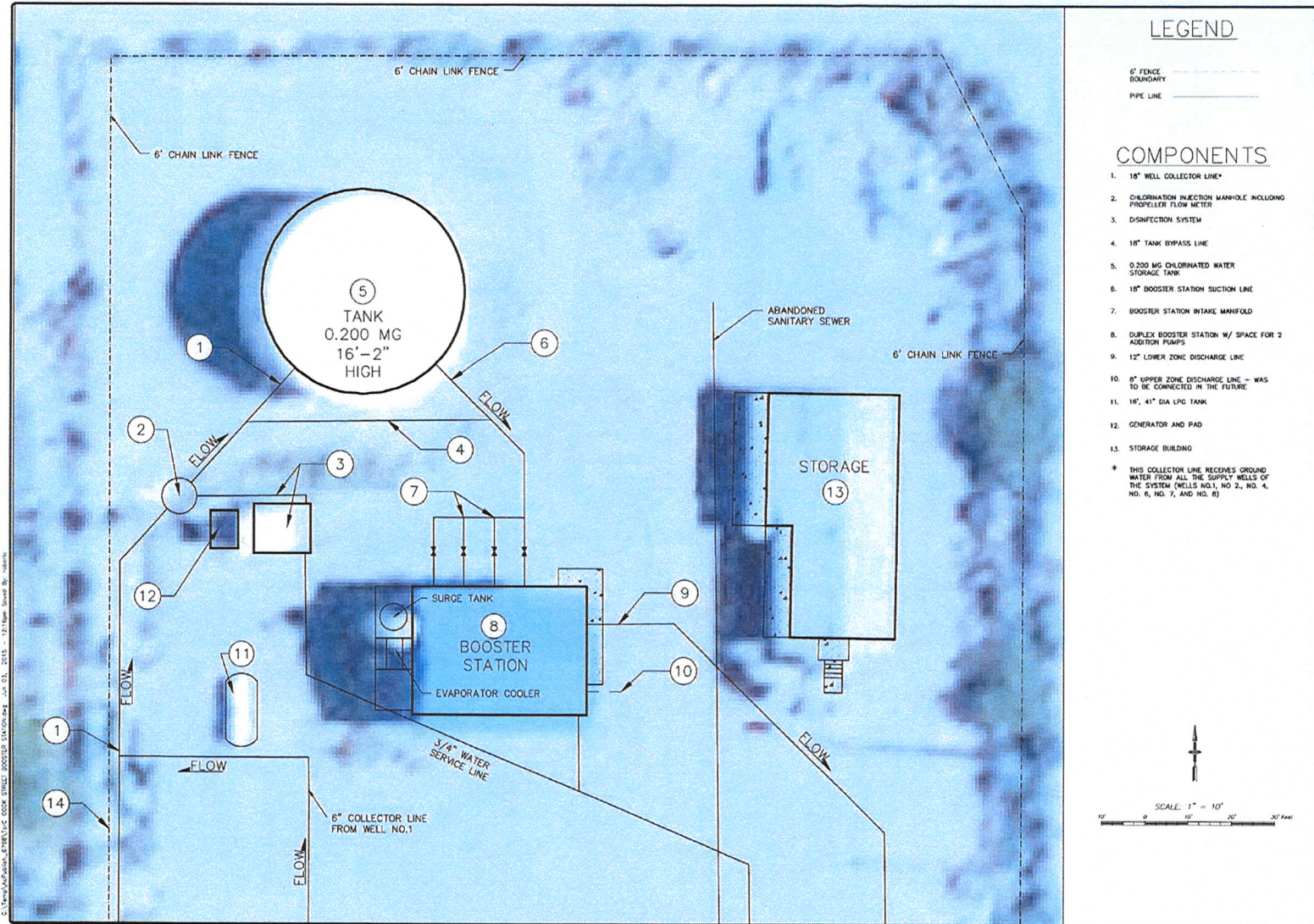


FIGURE 4: MAIN STREET DISTRICT WATERLINES IN NEED OF REPLACEMENT



FIGURE 3: EXISTING COOK STREET TREATMENT FACILITY



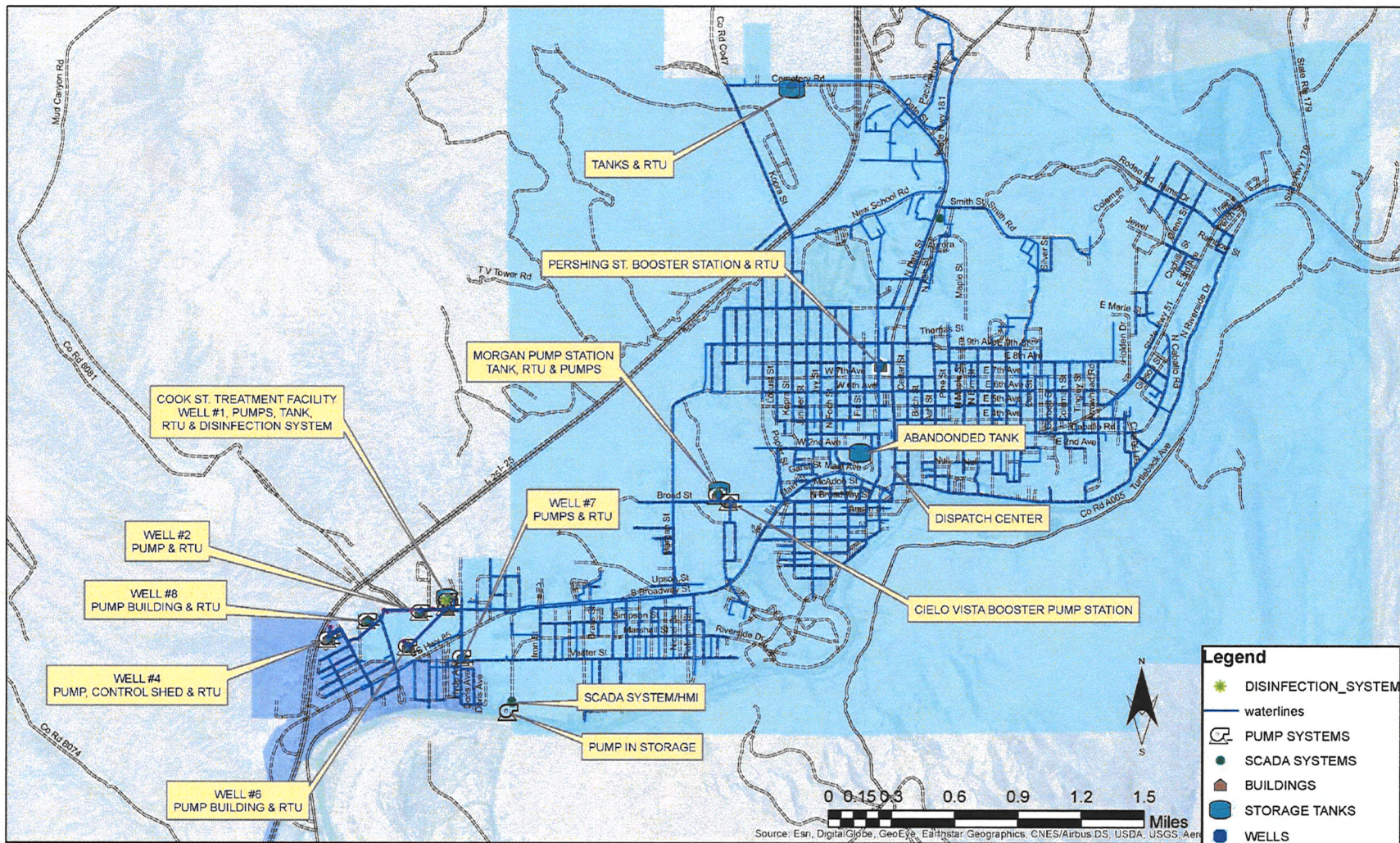


FIGURE 2: EXISTING T OR C MUNICIPAL WATER SYSTEM





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 24, 2019

Agenda Item #: **H.1**

SUBJECT: Fiscal Year 2019/2020 Allocations for Subrecipient Applications.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: April 18, 2019

SUBMITTED BY: Tammy Garner, Executive Assistant

WHO WILL PRESENT THE ITEM: Morris Madrid, City Manager

Summary/Background:

The deadline for applications for FY 2019/20 was April 15, 2019. A total of 9 applications were submitted by the deadline for a sum of \$128,000.00. Review and allocate funds.

Recommendation:

Review and allocate.

Attachments:

- Applications
- Recap Sheet
- Allocation worksheet

[Click here to enter text.](#)

Fiscal Impact (Finance): Yes

\$128,000

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 2019/04-24-2019/Word Docs/ H.1-AF-Subrecipient Allocations

SUBRECIPIENT GRANT APPLICANTS

FY 2019/2020

(Deadline for Applications 04/05/19)

(City Commission Meeting 04/24/19)

ORGANIZATION

DATE RECEIVED

- 1) Companion Animal Action Team (CAAT) 4/3/19
Request \$3,000 – Application signed; current proof of nonprofit status was provided; and 2018 Income/Expense document was included; this application is complete and recommend funding full amount.
- 2) Domestic Abuse Intervention Center (DAIC) 4/2/19
Request \$5,000 – Application signed; current proof of nonprofit status was provided; Audited Financial Statements June 30, 2018 and 2017 included; this application is complete and recommend funding full amount.
- 3) Friends of Elephant Butte Lake State Park 3/28/19
Request \$1,000 – Application signed, current proof of nonprofit status was provided; profit and Loss document included; this application is complete and recommend funding full amount.
- 4) Geronimo Springs Museum 4/5/19
Request \$5,000 – Application signed, proof of nonprofit status was included, charitable foundation status was verified; 2017 U.S. Form 990 included; the name on the application does not match any of the supporting documentation; recommend this application be approved for full amount contingent on correcting the above referenced errors.
- 5) Geronimo Trail Scenic Byway 3/27/19
Request \$5,000 – Application was not signed; current proof of nonprofit status was provided; 2018 Financials and Profit/Loss statement included; recommend this application be approved for full amount contingent upon correcting the above referenced errors.
- 6) MainStreet Truth or Consequences 3/19/19
Request \$35,000 – Application signed, current proof of nonprofit status was provided; 2018 financials were not provided; recommend this application be approved for full amount contingent upon providing missing documents.
- 7) Matthew 25 Food Pantry 4/1/19
Request \$8,000 – Application signed, current proof of nonprofit status was provided; 2018 Financials included; 2018 client numbers & statistics was included; this application is complete and recommend this application be approved for full amount.
- 8) Sierra Joint Office on Aging (SJOA) 4/4/19
Request \$47,000 – Application signed, proof of nonprofit status was provided; financial statements for FYE June 30, 2017 and 2016 were included; this application is complete recommend this application be approved for the full amount.

- 9) The Club of Sierra County 4/5/19
Request \$20,000 – Was not submitted on application provided; proof of nonprofit status was not provided; 2018 Financials was not provided; documents provided was similar to that of the application and signed; this application is incomplete and incorrect and recommend to reject.

GRANT PROPOSAL
COMPANION ANIMAL ACTION TEAM
CAAT
CITY OF T OR C SUBRECIPIENT GRANT
2019

COMPANION ANIMAL ACTION TEAM
CAAT

City of T or C

Mayor and Commissioners



To Whom It May Concern;

The Companion Animal Team wants to offer our gratitude for your past support to reduce the over-population of dogs and cats in Sierra County. Currently, we are working with both SCARS (Sierra County Animal Rescue Society) and the City Shelter to facilitate the spaying and neutering of adopted cats and dogs. By holding clinics every month, many adopters can have their newly adopted animal spayed or neutered at reasonable cost soon after adoption.

We are asking for more money this year to try and continue monthly clinics with Amy Starr, DVM. We invite any of you to stop by at our next clinic on Friday April 24 at 700 S. Broadway in Williamsburg. Amy arrives about 8:30 am with her mobile. Animals are housed pre-op and post-op in the building and undergo surgery in her mobile. Amy Starr is a wonderful vet with great compassion for animals and their families. She has devoted her life to providing affordable care for communities in southern New Mexico and El Paso, Texas. Please feel free to stop and see our set-up and meet our workers.

Thank You Again,

Majorie Powey, Chairman
575-740-0421
majiepow@windstream.net

CAAT
PO BOX 512
WILLIAMSBURG, NM
www.caatnm.org

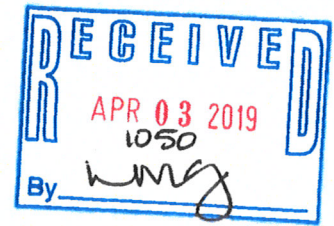


City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

Phone: (575) 894-6673 Fax: (575) 894-0363



SUBRECIPIENT GRANT APPLICATION

FY: 2019/2020

DUE DATE: 4/5/2019 by 5:00 PM

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds than are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required. Please include with application. Proof of nonprofit status from Internal Revenue Service and the Office of the Secretary of State must accompany application. Application requires signature of authorized representative. Application must be submitted by the due date referenced above. *(Attach a separate sheet to this form if you need additional space for your answers.)*

GENERAL INFORMATION

- Name of Organization: Companion Animal Action Team
- Is the organization registered as a non-profit? Yes x No
- Non-Profit Corporation Commission Authority Number: 4621131
- Employer Identification Number (EIN#): 455639740
- Contact Person: Majorie E Powey Phone No. 575-740-0421
- Mailing Address: PO Box 512, Williamsburg, NM 87942
- Physical Address: 205 S. Hyde St., Williamsburg, NM 87942

E-Mail: majiepow@windstream.net

FUTURE FUNDING REQUEST

- Amount of funding requested for FY 2019/2020: \$3,000.00
- Detailed accounting of how proposed funding is to be spent in FY 2019/2020:
We will use the funding to subsidize low cost spay /neuter services for a minimum of 275 spay
neuter surgeries for dogs and cats. Currently we are working with Amy Starr, DVM and her Paws
Hooves Mobile clinic out of El Paso. She is coming once a month to 700 Broadway in Williamsburg
We are no longer using the Williamsburg Fire Department but this new location is working well.
- State how the residents or businesses of Truth or Consequences will be benefited by the funding allotted to your organization in FY 2019/2020.

Many low-income residents are unable to afford the full cost of spay/neuter surgeries at local vets. These costs run as high as \$250.00 to \$400.00. Our fees for low income individuals are \$30.00 for cats (spay or neuter), \$40.00 for neutering male dogs and \$50.00 for female dogs. For individuals that do not qualify for low income rates, the fees increase by \$10.00 per surgery. We also are working with the City Shelter to facilitate the spaying and neutering of adopted animals. Many individuals are now able to adopt if they also have access to low-cost spay /neuter services.

- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

We are currently one of three non-profits that the local Brewery will be assisting in fund raising on the second Wednesday of every month. We are also in the process of requesting funding from several local groups including the Moose and VFW. At the end of 2019, we will be applying for a spay/neuter grant from Petsmart. We did not receive funds for Emergency Care this year and so need to look at our spending to see if that program can continue. If we receive \$3,000 from the City we will allocate \$1,000 for our emergency fund and use \$2,000 to subsidize spay/neuter services.

- Do you have plans for conducting an independent financial audit of your organization in the coming year? Yes ☐ No ☒ If yes, who will be the independent public accountant?

HISTORICAL INFORMATION

- Amount of current (2018/2019) year's funding: \$1,500.00
- Detailed account of how the current year's funds have been spent:

We use our quarterly allocation of \$375.00 to help defray the costs of each monthly spay/neuter clinic with Amy Starr. Each clinic costs between \$2,000 and \$2,100. This includes round trip mileage from El Paso. The fees we charge cover about 60% to 70% of the total clinic bill.

We use the City Grant, donations, and fund raising events to cover the balance. We also pay for the pain medicine for all surgeries and cover the cost of protective cones dogs wear post-op. We work with the local courts to insure that court ordered animals can be spayed and neutered at a cost their owners can afford.

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

Last year City Funding helped us receive funding from Petsmart for a Spay/Neuter grant. That grant helped us fund one clinic a month for 2018 and complete 319 surgeries. This included 166

surgeries for cats and 155 surgeries for dogs. We also mentioned the City Grant in our application for the Wednesday Proud Pints at the Brewery. As we continue to look for funding for both Spay/Neuter services and Emergency Care, we will continue to note the funding the City provides for our organization.

- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2018/2019):

Pets, both dogs and cats, are important companions for so many of our citizens. For the elderly, pets may be their only companion. Children learn kindness and compassion by owning and caring for cats and dogs. Spaying and neutering is crucial to prevent the birth of unwanted kittens and puppies that end up at the Animal Shelter, now run by the City. We still have many unwanted litters that are left at the shelter. Only low-cost spay and neuter services can help stop this. We are an entirely volunteer run organization and many of our members give many hours a month to provide low cost spay/neuter services and emergency funding to our community.

- Has there been an independent financial audit of the organization this year or in prior years?
Yes ☐ No ☒ If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.

Submitted By:

Majorie E Powey Majorie E Powey
(Typed Name & Signature)

Date: 4/2/2019

Received By:

WME

Date: 04.03.19



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

Phone: (575) 894-6673 Fax: (575) 894-0363

RECEIVED APR 02 2019

SUBRECIPIENT GRANT APPLICATION

FY: 2019/2020

DUE DATE: **4/5/2019 by 5:00 PM**

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds than are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required. Please include with application. Proof of nonprofit status from Internal Revenue Service and the Office of the Secretary of State must accompany application. Application requires signature of authorized representative. Application must be submitted by the due date referenced above. *(Attach a separate sheet to this form if you need additional space for your answers.)*

GENERAL INFORMATION

- Name of Organization: Domestic Abuse Intervention Center
 - Is the organization registered as a non-profit? Yes X No
 - Non-Profit Corporation Commission Authority Number: 1489053
 - Employer Identification Number (EIN#): 85-0384664
 - Contact Person: Blanca Chavez/Kristin Saavedra Phone No. 575-894-3557
 - Mailing Address: P.O. Box 1711, Truth or Consequences, NM 87901
 - Physical Address: 812 East 3rd, Truth or Consequences, NM 87901
- E-Mail: daic@windstream.net

FUTURE FUNDING REQUEST

- Amount of funding requested for FY 2019/2020: \$5,000.00
- Detailed accounting of how proposed funding is to be spent in FY 2019/2020:
 - Audit - \$500.00
 - Subscription Dues - \$574.00
 - Telephone/Internet - \$ 2126.00
 - Professional services - \$1800.00
- State how the residents or businesses of Truth or Consequences will be benefited by the funding allotted to your organization in FY 2019/2020.

Residents of T or C will continue to benefit from domestic violence services, skills and knowledge,

community navigation, legal advocacy, crisis intervention and temporary shelter, and client care
and support at no cost to them. For over 25 years Domestic Abuse Intervention Center has
operated in Truth or Consequences and is the only domestic violence center and service in Sierra
County.

- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

The City of T or C funding is used in conjunction with funding from Children Youth and Families
Department (CYFD) and Crime Victims Reparation Commission to provide services to victims,
witnesses, and perpetrators involved in domestic violence.

- Do you have plans for conducting an independent financial audit of your organization in the coming year? Yes X No If yes, who will be the independent public accountant?

Scott Northam, CPA, PC

HISTORICAL INFORMATION

- Amount of current (2018/2019) year's funding: \$2,500.00

- Detailed account of how the current year's funds have been spent:

Audit - \$500.00

Telephone/Internet - \$1434.00

Subscription Dues - \$566.00

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

The City of T or C funding will be used in conjunction with funding from Children Youth and Families
Department (CYFD) and Crime Victims Reparation Commission to provide services to victims,
witnesses, and perpetrators involved in domestic violence.

-
-
- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2018/2019):

Residents of T or C, victims, and perpetrators of domestic violence received the following services through DAIC: skills & knowledge services, community navigation, crisis intervention, personal safety planning, client information and referrals, temporary shelter for victims, food, clothing, toiletries, feminine products, pampers, wipes, pull ups, baby bottles, baby food, baby formula, referral access and transportation to long-term domestic violence shelter's throughout New Mexico, and legal advocacy which included attending court with the victims as well as assistance with orders of protection at no cost to the client.

- Has there been an independent financial audit of the organization this year or in prior years?
Yes X No If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.

Scott Northam, CPA, PC

Submitted By:

Blanca Chavez Blanca Chavez
(Typed Name & Signature)

Date: 4-1-19

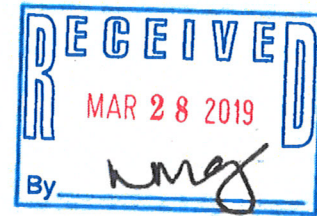
Received By:

Jammy Gardner

Date: 4-2-19



City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
Phone: (575) 894-6673 Fax: (575) 894-0363



SUBRECIPIENT GRANT APPLICATION

FY: 2019/2020

DUE DATE: **4/5/2019 by 5:00 PM**

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds than are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required. Please include with application. Proof of nonprofit status from Internal Revenue Service and the Office of the Secretary of State must accompany application. Application requires signature of authorized representative. Application must be submitted by the due date referenced above.
(Attach a separate sheet to this form if you need additional space for your answers.)

GENERAL INFORMATION

- Name of Organization: Friends of Elephant Butte Lake State Park
- Is the organization registered as a non-profit? Yes X No
- Non-Profit Corporation Commission Authority Number: 1427376
- Employer Identification Number (EIN#): 85-1427376
- Contact Person: Carla Johnson Phone No. 520-471-0134
- Mailing Address: P.O. Box 512, Elephant Butte, NM 87935
- Physical Address: 207 Camino Cinco, Elephant Butte, NM 87935

E-Mail: carla.johnson928@yahoo.com

FUTURE FUNDING REQUEST

- Amount of funding requested for FY 2019/2020: \$1,000.00
- Detailed accounting of how proposed funding is to be spent in FY 2019/2020:
The funding will be used to help offset the total cost of the 2019 Fireworks Extravaganza at
Elephant Butte Lake State Park, which will be held on Saturday, July 6, 2019.
- State how the residents or businesses of Truth or Consequences will be benefited by the funding allotted to your organization in FY 2019/2020.
Every year this Fireworks Show draws thousands of visitors that use all available

accommodations including RV parks, campgrounds, hotels and motels while shopping at the local grocery stores and convenience stores, eating at local restaurants, buying fuel at our gas stations, and using the services of mechanics and storage facilities.

- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

- Do you have plans for conducting an **independent** financial audit of your organization in the coming year? Yes ☐ No ☒ If yes, who will be the independent public accountant?

HISTORICAL INFORMATION

- Amount of current (2018/2019) year's funding: \$1,000.00
- Detailed account of how the current year's funds have been spent:
The current year's funding was used to offset the cost of the fireworks to the pyrotechnic company that produced the show.

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

-
-
- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2018/2019):

The local businesses and residents have benefitted from the revenue spent on accommodations, fuel, necessary services, food and supplies, and also from all sales tax and lodger's tax collected from this same revenue.

- Has there been an **independent** financial audit of the organization this year or in prior years?
Yes ☐ No ☒ If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.
-

Submitted By: Carla L. Johnson *Carla L. Johnson* Date: 3/17/2019
(Typed Name & Signature)

Received By: _____ Date: _____

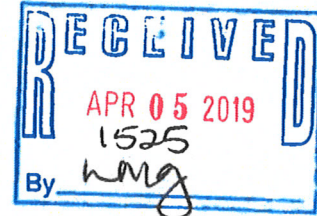


City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

Phone: (575) 894-6673 Fax: (575) 894-0363



SUBRECIPIENT GRANT APPLICATION

FY: 2019/2020

DUE DATE: 4/5/2019 by 5:00 PM

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds than are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required. Please include with application. Proof of nonprofit status from Internal Revenue Service and the Office of the Secretary of State must accompany application. Application requires signature of authorized representative. Application must be submitted by the due date referenced above. (Attach a separate sheet to this form if you need additional space for your answers.)

GENERAL INFORMATION

- Name of Organization: Gerona Springs Museum
- Is the organization registered as a non-profit? Yes X No
- Non-Profit Corporation Commission Authority Number: 01-780768-00-9 (Attachment A)
- Employer Identification Number (EIN#): 85-0220497
- Contact Person: Marilyn Pope Phone No. 575-894-6600 ext 240-0924
- Mailing Address: 211 Main Twp C, NM 87901
- Physical Address: Same

E-Mail: info@geroniaspringsmuseum.com

FUTURE FUNDING REQUEST

- Amount of funding requested for FY 2019/2020: \$5,000.00
- Detailed accounting of how proposed funding is to be spent in FY 2019/2020:
 - \$200.00 Alarm-Security
 - \$500.00 NM Gas \$2200.00 Utilities
 - \$400.00 Pest Control \$500.00 Telephone/Internet
 - \$200.00 Community Services

- State how the residents or businesses of Truth or Consequences will be benefited by the funding allotted to your organization in FY 2019/2020.

Attachment B

- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

Attachment C

- Do you have plans for conducting an independent financial audit of your organization in the coming year? Yes ☐ No ☒ If yes, who will be the independent public accountant?

Attachment D - 990

HISTORICAL INFORMATION

- Amount of current (2018/2019) year's funding: \$4,600.00
- Detailed account of how the current year's funds have been spent:

The amount received helped with the following:

Alarm \$633.63

Pest Control \$423.67

Gas Co of NM \$589.88

Utilities \$4,524.04

Windstream \$2,328.69 — Total \$8,549.91

Figures, of course, do not include 4th quarter.

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

Attachment E

- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2018/2019):

Attachment F

- Has there been an independent financial audit of the organization this year or in prior years?
Yes ☐ No ☒ If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.

990's were provided.

Submitted By:

Marilyn Pope Marilyn Pope
(Typed Name & Signature)

Date:

04/05/2019

Received By:

Date:



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

Phone: (575) 894-6673 Fax: (575) 894-0363

RECEIVED MAR 27 2019

Ta

SUBRECIPIENT GRANT APPLICATION

FY: 2019/2020

DUE DATE: 4/5/2019 by 5:00 PM

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds than are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required. Please include with application. Proof of nonprofit status from Internal Revenue Service and the Office of the Secretary of State must accompany application. Application requires signature of authorized representative. Application must be submitted by the due date referenced above. *(Attach a separate sheet to this form if you need additional space for your answers.)*

GENERAL INFORMATION

- Name of Organization: Geronimo Trail Scenic Byway
 - Is the organization registered as a non-profit? Yes X No
 - Non-Profit Corporation Commission Authority Number: 2004349
 - Employer Identification Number (EIN#): 85-0460964
 - Contact Person: LaRena Miller Phone No. 894-2255
 - Mailing Address: P O Box 1072, Truth or Consequences, NM 87901
 - Physical Address: 301 S Foch Street. Truth or Consequences, NM 87901
- E-Mail: larena@geronimotrail.com

FUTURE FUNDING REQUEST

- Amount of funding requested for FY 2019/2020: \$5,000.00
- Detailed accounting of how proposed funding is to be spent in FY 2019/2020:
Subrecipient funding is spent for operation of the Geronimo Trail Visitors Center including
telephone, postage, renters insurance, operating supplies and printing of various brochures
and items for distribution to visitors, local motels, restaurants, spas and other tourism related
facilities in Truth or Consequences, Elephant Butte, and Williamsburg.
- State how the residents or businesses of Truth or Consequences will be benefited by the funding allotted to your organization in FY 2019/2020.
We refer visitors to local venues such as Museums, spas, hotels, restaurants, nearby attractions

that will keep them staying in Truth or Consequences for a night or two in order to see what we have to offer. If they are just passing through and are within the State of New Mexico we invite them back for a longer visit. If they are on the way to Arizona from up north, we invite them to plan to stay here for a couple of days on their way back home.

- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

The funding from the City enables us to keep operating the visitor center. We also apply for and receive City Lodgers Tax, County Lodgers Tax, Bullocks receipts funds, donations, funding from sale of a few items such as post cards and magnets (on which we pay gross receipts tax) and we have begun having an annual fundraiser each spring for additional funds for printing of brochures and advertising opportunities that come along that can not be covered with either City lodgers tax or County lodgers tax in an effort to further promote the local area as a tourism destination.

- Do you have plans for conducting an independent financial audit of your organization in the coming year? Yes ☐ No ☒ If yes, who will be the independent public accountant?

HISTORICAL INFORMATION

- Amount of current (2018/2019) year's funding: \$5,000.00
- Detailed account of how the current year's funds have been spent:

<u>Telephone and internet</u>	<u>\$2,279.50</u>
<u>Renters insurance</u>	<u>\$ 650.04</u>
<u>Postage and mailing</u>	<u>\$ 585.87</u>
<u>Office Supplies</u>	<u>\$1,317.41</u>
<u>Printing and Advertising</u>	<u>\$ 225.00</u>
<u>Total for year</u>	<u>\$ 5,057.82</u>

Overage of expenses is covered by Bullocks receipts, sale of merchandise, and donations.

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

We used additional funding from Donations, Bullocks receipts, sale of post cards and magnets, money from our May 2018 fundraiser, and donations from our executive director and other board members to assist with funding of needed supplies and printing to keep our operations going. We are all volunteers and our executive director oversees all operations, does the accounting, office management, etc. voluntarily.

-
-
- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2018/2019):

We have listings of all hotels, restaurants, mineral spas, RV Parks and other businesses in town.

We answer questions and make recommendations based on the specifications given by the visitors, such as price range for motels, descriptions of the various soaking pools, types of food preferences. We suggest venues to visit, and encourage them to come again and stay longer. We try to make people feel welcome and want to come back and visit again to spend money, adding to lodgers tax, gross receipts tax, and the overall economy of the City.

-
- Has there been an independent financial audit of the organization this year or in prior years?
Yes ☐ No ☒ If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.

Submitted By: LARENA M MILLER

(Typed Name & Signature)

Date: _____

Received By: Sammy Gardner

Date: 3-27-2019



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

Phone: (575) 894-6673 Fax: (575) 894-0363

RECEIVED MAR 19 2019

SUBRECIPIENT GRANT APPLICATION

FY: 2019/2020

DUE DATE: 4/5/2019 by 5:00 PM

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds than are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required. Please include with application. Proof of nonprofit status from Internal Revenue Service and the Office of the Secretary of State must accompany application. Application requires signature of authorized representative. Application must be submitted by the due date referenced above. *(Attach a separate sheet to this form if you need additional space for your answers.)*

GENERAL INFORMATION

- Name of Organization: MainStreet Truth or Consequences
- Is the organization registered as a non-profit? Yes ☒ No ☐
- Non-Profit Corporation Commission Authority Number: 4238085
- 27-2594746
- Contact Person: Linda DeMarino Phone No. 575-740-6180
- Mailing Address: P.O. Box 1602 Truth or Consequences, NM 87901
- Physical Address: 410 Main Street Truth or Consequences, NM 87901

E-Mail: ldemarino@hotmail.com

FUTURE FUNDING REQUEST

- Amount of funding requested for FY 2019/2020: \$35,000.00
- Detailed accounting of how proposed funding is to be spent in FY 2019/2020:
This funding will be spent to support our operations through rent, utilities, and Executive Director Salary.
- State how the residents or businesses of Truth or Consequences will be benefited by the funding allotted to your organization in FY 2019/2020.
Both residents and businesses will benefit from the events that bring people downtown like

Second Saturday Art Hop, Old-Fashioned Christmas, and Trick or Treat Downtown.

These events are enjoyable for residents and bring sales and awareness of the local businesses.

MainStreet received a grant to provide Customer Service Training to 100 frontline employees in 2019. We will also be have shovel ready documents in hand for the Foch Street Redevelopment project. Further, MainStreet will be beginning the wayfinding signage project in the 2019.

- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

MainStreet will utilize our resources at NM MainStreet in the areas of Design, Promotion, and Organization. We will also be looking for money through New Mexico MainStreet Capital Outlay to implement the Great Blocks on MainStreet Foch Street Redevelopment Project. As it currently stands, New Mexico MainStreet is set to receive \$4,000,000 in Capital Outlay. This pot is much larger than normal, giving us a good chance of receiving chunk for that project. If there are other funding opportunities that align with our Economic Transformation Strategies, we will apply. And, as always, the amount of volunteer hours the public contributes will be significant.

- Do you have plans for conducting an independent financial audit of your organization in the coming year? Yes ☐ No ☒ If yes, who will be the independent public accountant?

HISTORICAL INFORMATION

- Amount of current (2018/2019) year's funding: \$35,000.00
- Detailed account of how the current year's funds have been spent:

This year's funding was spent on the Executive Director salary, rent, and utilities.

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

MainStreet always looks for opportunities to leverage subrecipient fundng. Last year, we were chosen for the Great Blocks on MainStreet, valued at \$72,000. Other services from New Mexico MainStreet were valued at \$32,330. Further, we were able to get a USDA Grant of \$28,971 for Customer Service Training. We also leveraged over 1600 volunteer hours in 2018 valued at \$34,265.70. The total amount leveraged is \$165,566.70. This is an almost 5:1 return

on investment.

- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2018/2019):

Over the last fiscal year, we hosted Old-Fashioned Christmas, Hot Springs Festival, Second Saturday Art Hop, and Trick or Treat Downtown. We also partnered with other entities to help with the Valencia County Kennel Club Dog Show, End of Summer Car Show, Small Business Saturday, and Soakin' in the Blues Music Festival. We have created a deck of cards featuring local artists, a brochure for Second Saturday Art Hop, and banners for Old-Fashioned Christmas. Further, we assisted with facilitation of the Foch Street Redevelopment project mostly with engaging the community. We have begun creating a Relocation Guide to attract future residents.

- Has there been an independent financial audit of the organization this year or in prior years?
Yes ☐ No ☒ If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.

Submitted By:

Linda DeMarino Linda DeMarino
(Typed Name & Signature)

Date: 3/19/2019

Received By:

Sammy Gardner

Date: 3-19-19

Matthew 25 Food Pantry, Inc.

Truth or Consequences City 2019/2020 Grant Request



Contents

Application

Supplementary Narrative

Appendices

2018 / 2019 Household Enrollment (through March 15, 2019)

2018 / 2019 Food Basket Distribution (through March 15, 2019)

2018 Financial Performance

2018 / 2019 Full Year Pro Forma Financial Performance

IRS and NM Secretary of State Documentation



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

Phone: (575) 894-6673 Fax: (575) 894-0363

RECEIVED APR 01 2019

SUBRECIPIENT GRANT APPLICATION

FY: 2019/2020

DUE DATE: **4/5/2019 by 5:00 PM**

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds than are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required. Please include with application. Proof of nonprofit status from Internal Revenue Service and the Office of the Secretary of State must accompany application. Application requires signature of authorized representative. Application must be submitted by the due date referenced above.

(Attach a separate sheet to this form if you need additional space for your answers.)

GENERAL INFORMATION

- Name of Organization: Matthew 25 Food Pantry, Inc.
- Is the organization registered as a non-profit? Yes X No
- Non-Profit Corporation Commission Authority Number: 4706200
- Employer Identification Number (EIN#): 46-2187947
- Contact Person: Michael Hogg Phone No. 575-740-2223
- Mailing Address: P.O. Box 3722, Truth or Consequences, NM 87901
- Physical Address: 405 Austin Street, Truth or Consequences, NM 87901

E-Mail: matthew25foodpantrytorc@gmail.com

FUTURE FUNDING REQUEST

- Amount of funding requested for FY 2019/2020: \$8,000.00
- Detailed accounting of how proposed funding is to be spent in FY 2019/2020:
Matthew 25's goal is to cover our three major fixed expenses (2108/2019 budgeted total \$13,200) through grants: \$7,200 will be used to cover our monthly rent for the full 2019/2020 grant year; \$800 will be used to cover our 2019/2020 annual insurance payment of \$798.27. This will allow Matthew 25 to allocate a larger portion of private donations for food purchases for distribution.

Matthew 25 has been saving money to purchase a walk-in refrigerator / freezer unit. The existing refrigerator and freezer capacity is often insufficient to store perishable food requiring refrigeration. Currently there are 18 refrigerators and freezers, most of which were donated, and many which are energy inefficient. Annual operating profits are reserved first for future financial emergencies and second for the purchase of a walk-in refrigerator / freezer.

- State how the residents or businesses of Truth or Consequences will be benefited by the funding allotted to your organization in FY 2019/2020.

Matthew 25 has provided food baskets to the underprivileged and impoverished in Sierra County for over 15 years. Annually, each grant year since 2014, Matthew 25 has distributed an average 6,386 food baskets to 13,013 individuals a year. In the 2018/2019 grant year Matthew 25 is on pace to deliver 6,454 food baskets to 11,732 individuals. The 10% reduction in individuals is due to smaller family size and an aging population.

- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

Matthew 25's goal is to cover our three major fixed expenses (rent, insurance, utilities) through grants. In addition to this year's grant request from the City, Matthew 25 is developing grant requests from multiple other sources to cover our annual utility expenses (estimated at \$5,200). A funding request has been submitted to Sierra County for \$2,600 to cover the eight non-summer months' utility expenses. Matthew 25 is having preliminary discussions with Thrivent Financial Services for a grant, which Matthew 25 will ask for \$700 to cover one summer month's utility expenses. Again this year Matthew will submit a grant request to Walmart, this time for \$700 for one month's summer utility expense. A preliminary presentation for a grant application is being evaluated by United Way. Feeding America has been contacted regarding a grant. Matthew 25 is hoping through these last two organizations to receive grants totaling \$1,200, which combined with the other grants will cover Matthew 25's full year utility expenses.

- Do you have plans for conducting an independent financial audit of your organization in the coming year? Yes No ☒ If yes, who will be the independent public accountant?

HISTORICAL INFORMATION

- Amount of current (2018/2019) year's funding: \$7,200.00
- Detailed account of how the current year's funds have been spent:

The full \$7,200 was used to pay our monthly rent (\$600) for the full grant year. This allowed a larger portion (69%) of private donations, after paying utilities and insurance expenses, to be used to purchase food for distribution.

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

In November 2018, Matthew 25 applied for a \$4,770.23 grant from Walmart to cover ten months' utility expenses. A \$500 grant was approved.

- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2018/2019):

As of March 15, 2019, 455 TorC households representing 797 individuals were enrolled in the Matthew 25 food distribution program (Appendix 1). This includes 168 children, 53 veterans, and 149 individuals living in public housing. 73% (333) of the households representing 70% (560) individuals are enrolled in the SNAP food stamp program. During this time, Matthew 25 has distributed food baskets in Sierra County to 3,767 households representing 6,846 individuals, including 1,489 children and 555 veterans (Appendix 2). Also included are 927 food baskets delivered by Matthew 25 volunteers to 980 individuals living in Public Housing; and emergency food baskets to 166 households representing 326 individuals. The Supplementary Narrative provides a statistical estimate of the TorC only food basket distribution.

- Has there been an **independent** financial audit of the organization this year or in prior years?
Yes ☐ No ☒ **If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.**

Attached are Matthew 25's full calendar 2018 year financial statement (Appendix 3) and the 2018/2019 full grant year income statement (Appendix 4). The July 1, 2018 through February 28, 2019 data is the actual financial performance. The March 1, 2019 through June 30, 2019 financial performance is proforma. Matthew 25 expects to finish the grant year with a \$913.28 profit, against a planned \$900 loss. The previous four grant years averaged a \$590.51 loss annually.

Submitted By: Dawn Jensen
Dawn Jensen

Date: March 28, 2019

Received By: Sammy Gerdnek

Date: 4-1-19

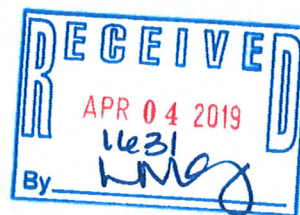


City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

Phone: (575) 894-6673 Fax: (575) 894-0363



SUBRECIPIENT GRANT APPLICATION

FY: 2019/2020

DUE DATE: 4/5/2019 by 5:00 PM

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds than are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required. Please include with application. Proof of nonprofit status from Internal Revenue Service and the Office of the Secretary of State must accompany application. Application requires signature of authorized representative. Application must be submitted by the due date referenced above.
(Attach a separate sheet to this form if you need additional space for your answers.)

GENERAL INFORMATION

- Name of Organization: Sierra Joint Office on Aging
 - Is the organization registered as a non-profit? Yes X No
 - Non-Profit Corporation Commission Authority Number: 1047331
 - Employer Identification Number (EIN#): 85-0254134
 - Contact Person: Crystal Walton Phone No. 575-894-6641
 - Mailing Address: P. O. Box 829, Truth or Consequences, NM 87901
 - Physical Address: 360 W. 4th St., Truth or Consequences, NM 87901
- E-Mail: cwalton@seniorcenter-sjoa.org

FUTURE FUNDING REQUEST

- Amount of funding requested for FY 2019/2020: \$47,000.00
- Detailed accounting of how proposed funding is to be spent in FY 2019/2020:
The SJOA will deliver units of service to the community with the City of Truth or Consequences
contributing 6% of the cost. These units of service include Homemaking services, Respite services,
Home Delivered Meals, Congregate Meals, Transportation, and Assisted Transportation.
See Service units and cost attached.
- State how the residents or businesses of Truth or Consequences will be benefited by the funding allotted to your organization in FY 2019/2020.
Approximately 40% of our community is aged 60 or older. Providing services for this demographic

delivers needed care for them as they age. The services provided by the SJOA keeps our most vulnerable seniors living independently in their homes, helping them delay the onset of chronic disease and assisted living expenses that most cannot afford. Our transportation department will provide over 15,000 trips this year to local businesses and service providers. The meal programs provide nutrition to assist seniors in maintaining healthy lifestyles.

- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

The Older Americans Act provides the State of New Mexico with funds to support Senior Centers. The SJOA is a non-profit organization that can only apply for funding from the New Mexico Aging and Long-Term Service Department if we receive at least 25% of financial support from our municipalities.

- Do you have plans for conducting an **independent** financial audit of your organization in the coming year? Yes X No If yes, who will be the independent public accountant?

SJOA's current auditor is Marcus, Fairall, Bristol +CO., PLLC. We will go out for RFP later this spring.

HISTORICAL INFORMATION

- Amount of current (2018/2019) year's funding: \$46,814.00

- Detailed account of how the current year's funds have been spent:

During the 2018/2019 program year the SJOA expects to deliver the following service units: 36,025 Congregate Meals, 34,044 Home Delivered Meals, 15,058 Transportation Trips, 300 Assisted Transportation, 9,040 Homemaker & 300 Respite Hours with the City of Truth or Consequences contributing approximately 8% of the costs to deliver these units.

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

Receiving a financial commitment from our Municipalities, both In-kind and cash, allows the SJOA to compete for State and Federal Grants. This support has qualified the SJOA to receive a commitment from the Aging and Long-Term Services Department until the year 2021. For the 2018/2019 program year, the SJOA secured grant funding from three State and one Federal

program due to the financial support received from the City of Truth or Consequences.

- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2018/2019):

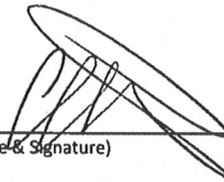
The SJOA employs 44 local residents that assist our community in various programs like food delivery, operating a thrift store, assisting teachers in our schools, hosting community groups and providing companionship for isolated seniors. The SJOA also applies for Capital Outlay to repair the building and grounds. This year \$210,000 to replace the roof of the Senior Center complex is included in the General Obligation Bond. Within the next two years, we plan to submit to Capital Outlay to acquire funds to improve the parking lot for the Center which will also serve the Ralph Edwards Auditorium and the Public Library.

- Has there been an independent financial audit of the organization this year or in prior years?
Yes X No If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.

We have a financial audit each year. Our Current audit for FY-18 is being completed by the auditor now. We will submit a copy as soon as we receive it and we have attached a copy of our FY-17 audit.

Submitted By: Crystal Walton

(Typed Name & Signature)



Date: 4/4/2019

Received By: _____

Date: _____

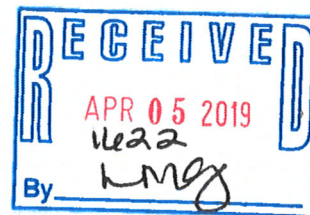


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BUDGET EVALUATION

REQUIREMENTS

See attached audit (2018 ...2019 will be ready in Aug.) Good standing with SOS and IRS.

GENERAL INFORMATION

- **Name of Organization:** The Club of Sierra County
- **Is the organization registered at a non-profit?** Yes
- **Non-Profit Corporation Commission Authority number:**
- **Employer Identification Number:**
- **Contact Person:** Rebecca Dow Phone: 575-571-1056
- **Mailing address:** 1300 S Broadway TorC, NM 87901
- **Physical Address:** 122 N Broadway TorC, NM 87901

Future Funding Request: \$20,000.00

Amount of funding requested for FY 19/2019: \$20,000.00

Detailed accounting of how proposed funding is to be spent in FY 2019-2020:

Funds will be spent to ensure the following deliverables are met:

- Provide all community youth (12-18 yrs/6th-12th grades) with Club opportunities for 20 hours per week during the school year and 30 hours during summer months with qualified mentors.
- Provide high quality year round comprehensive programming for youth
- Maintain mentor to youth ratios of 1:15 (1:6 when tutoring/homework help).
- Provide Club scholarships for those who need assistance (annual membership dues are \$10). In 2012 100% of members received free membership.
- Host and provide 3 free community and family engagement event per year that align with priorities (academic success, healthy lifestyles and leadership and character development).
- Engage in community resource fairs and other service provider events to support community and family.
- Provide transportation for youth (with the greatest need) from Manzano, TCMS, and HSHS to Club during the school year.



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- Provide healthy summer meals (lunch and dinner) and year round afternoon snacks.
- Direct one-on-one mentoring for at least 50 youth.
- Provide recreational and educational supplies for all Club activities.
- Provide a safe, clean, and drug free environment designed with youth in mind.
- Provide youth access to Computer Lab during business hours for GED Classes and tests.
- Provide WIA youth access to Computer lab for testing and job preparation and applications.
- Provide youth access to Computer Lab during Club hours for homework and projects including access to printer and paper (software available on Club computers).
- Provide youth recognition.
- Promote Club opportunities within community.
- Train staff in areas related to job roles and duties.
- Perform background checks on all volunteers and staff upon hire and every 24 months thereafter.
- Survey Parents, Student members and teacher to measure outcomes
- Maintain member files (including emergency contact, family, medical contact and insurance info, allergy, school enrollment, age, grade, photo/media releases, school record authorizations, transportation authorizations, income, race, technology use).
- Maintain electronic online database of Club information, activities and PED alignments, member information and staff.
- Reports to stakeholders as requested.
- Implement Nationally Standardized Continuous Quality Assessment tool.
- Provide wireless Internet access to Club PC, Macs and for personal laptop use.
- Comply with and remain current with NM Environment Department.
- Ensure 50% of staffs have current First aid and CPR certifications with one certified person present at all times.
- Supporting youth and their families to progress in grade level each year.

State how the residents or businesses of Truth or Consequences will be benefited by the funding allotted to your organization in FY 2018-2019:

Reach: Based on 2018 attendance, we project to serve 250 unduplicated youth with a goal to serve 75 youth with 30 days or more with high quality programming (including to Office of Substance Abuse programs and 21st CCLC) during out of school hours.



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When: The residents of the City will benefit from the weekly 20 hours of year round services available to youth ages 12-18 (or 6th grade+). During the summer months, services times are extended to 28 hours a week. Program times are offered afterschool (The Club provides transportation for those in need) until 7pm during times when families work and therefore have the assurance that their children are not left unattended at home.

What: Youth will be in a safe and positive environment that is fun, offers supportive relationships, opportunities and expectations and recognition—all key elements in our effort to deepen the impact in young people's lives to provide them with knowledge, skills and attributes to pursue their dreams and succeed in life. We keep staff to youth ratios of 1:15 for open recreation and 1:6 for homework help and tutoring. National research documents that Club members are more likely to graduate from high school, pursue higher education, become employed, give back to their communities and live more fulfilled lives (see attached "Living Proof")—prevention that not only saves families, community and our country resources but saves lives, therefore saves families, communities which impacts our country.

Years of research confirms that youth who participate in after school programs can reap a host of positive academic, social, prevention, and health benefits: improved academic achievement, improved social and developmental outcomes, increased percentage of healthy lifestyles, and increased knowledge of nutrition and exercise. The research further shows that out of school time activities for youth have positive impacts on a range of prevention outcomes including avoidance of drug and alcohol use, decreases in delinquency and violent behavior, increased knowledge of safe sex, avoidance of sexual activity, and reduction in juvenile crime.

To produce these outcomes, programming must be high quality. High quality includes the following features: appropriate supervision and structure, well-prepared staff, intentional programming with opportunities for autonomy and choice, and strong partnerships among the various settings in which program participants spend their day—schools, after school programs, and families.

The community reaps the benefits of The Club's *access to national research and evidenced based programs/curriculums designed specifically for the after school Club setting to positively impact youth*. Here is a sample of some of the opportunities community and businesses benefit from:



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- **Jr. Staff**: exploring service careers, career development activities, community service, customer service skills, apprenticeships, interpersonal skills, work ethic and a sense of community responsibility.
- **Youth of the Year**: recognition program for members to promote service to Club, community and family; academic success; strong moral character; life goals; and poise and public speaking ability.
- **Money Matters-A Financial Literacy Course**: promotes financial responsibility and independence, managing checking account, creating a budget, saving and invest, starting small businesses and paying for college, and saving for retirement.
- **Project Learn**: Strategy based on research demonstrating that students do much better in school when they spend their non-school hours engaged in fun, but academically beneficial, activities. High-yield learning activities (leisure reading, writing activities, and discussions with knowledgeable adults, helping other, homework help, tutoring and games that develop young people's cognitive skills. Recreation includes pool, air hockey, basketball, fooseball, table shuffle board and more.
- **Club Sports**: In depth courses that range from beginner, intermediate, and advance of different sports. These courses are tailored to the group of kids who participate and gauge not only their skill level, but also skill gaps to help better their physical attributes and knowledge of the specific sport. Sport topics change monthly and are voted by participating members.
- **ClubTech**: Digital Arts Suite and Festival teaches youth how to create computer-generated art. NetSmartz which teaches Internet safety skills, personal safety, shopping safety, ethical use of the Internet. The Club also offers a E-sports course that allows students to analyze and compete in different video games. This course is held in a structured setting to explain possible careers in the E-sports field.
- **The Arts**: National Endowment for the Arts- Club implements nationally developed arts curriculum which introduces various mediums and expressions. Pieces are submitted to National Arts competitions. Music classes in guitar, electric bass, percussion, vocal coaching, sound technology/recording. Digital Photography classes include instruction to photography and digital editing skills. All instruments, supplies and materials are provided at no cost to families.
- **Homework Help**: Club computer lab and classrooms provides environments for students to focus on homework. High quality staff provide academic and life coaching to mentor students to achieve academic success.



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- **Healthy Lifestyles:** Each school day, students receive a USDA approved free snack. Additionally, members may purchase items from The Club's Café. Group Games are designed to provide leadership, fitness, teamwork, fitness and healthy relationships and students can also exercise critical thinking skills, decision making, priorities and goal setting during game times.

Additionally, The Club's staff attends local, statewide, regional and national level trainings focused on all aspects of out of school youth services to increase their knowledge, skills and abilities to perform their roles and duties. Then, staff will return to the community to continually improve Club offered youth opportunities. Additionally, The Club serves families through resources and referrals to support the needs of the whole family.

Youth, families and community business also benefit as Club members have opportune- ties to apply for college scholarships through Money Matters and Youth of the Year.

The community will benefit, as you have read, from the opportunities available to youth and their families. These opportunities do come with a cost—through the City's waiver of City utilities, The Club will continue to leverage it's commitment to raise support for the Club to further meet the needs of the community.

Explain if the City's funds of your organization will be used to leverage other funding from other sources.

Because we were under the impression that sub recipient grants would not be available we didn't attempt to leverage these dollars for any match.

Do you have plans for conducting an independent audit of your organization in the coming year? Yes, James Bagwell conducts an annual audit review

HISTORICAL INFORMATION

Detailed account of how the current year's funds have been spent:

- Provided all community youth (12-18 yrs/6th-12th grades) with Club opportunities for 20 hours per week during the school year and 30 hours during summer months with qualified mentors.
- Provided high quality year round comprehensive programming for youth
- Maintained mentor to youth ratios of 1:15 (1:6 when tutoring/homework help).



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- Provided Club scholarships for all youth (annual membership dues are \$10).
- Hosted 8 free community and family engagement events aligned with priorities (academic success, healthy lifestyles and leadership and character development).
- Engaged in 2 community resource fairs and other service events to support community and family.
- Provided transportation for youth from Manzano, TCMS, and HSHS to Club during the school year.
- Provided over 1500 healthy summer meals and year round afternoon snacks.
- Directed one-on-one mentoring for over 50 youth.
- Provided recreational and educational supplies for youth for Club opportunities.
- Provided a safe, clean, and drug free environment designed with youth in mind.
- Provided youth access to Computer Lab during business hours for GED Classes and tests.
- Provided WIA youth access to Computer lab for testing and job preparation and applications.
- Provided youth access to Computer Lab during Club hours for homework and projects including access to printer and paper (software available on Club computers).
- Promoted Club opportunities within community.
- Trained staff in areas related to job roles and duties.
- Performed background checks on all volunteers and staff.
- Surveyed Parents, Student members and teacher to measure outcomes
- Maintained member files
- Maintained electronic online database of Club information, activities and PED alignments, member information and staff.
- Reported to 4 stakeholders.
- Implemented Nationally Standardized Assessments
- Provided wireless Internet access to Club PC, Macs and for personal laptop use.
- Complied with NM Environment Department.
- Ensured staffs have current First aid and CPR certifications.

Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

This year a portion of the funds were used to cover a 20% match for two state grants. Although the grant was for a deliverable vs. reimbursable the majority of funds were spent for curriculum and resources used during programming, recreational supplies, supplementing wages not covered by other grants, gas to transport youth from school to the club, partial cost of various required insurance, upgrade to furniture and fixtures, marketing and outreach, and youth incentives.



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State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2013-2014):

The Club was open 310 days in 2018. During this time over 240 unduplicated middle school and high school youth participated in programming. Over 60 youth attended 30-195 days each in 2013. The benefits to the residents and businesses of the City of TorC include outcomes that research identifies when youth are engaged in high quality after school programs, during out of school time: increase in academic success, healthier lifestyles and leadership and character development. Research further states that youth are less likely to engage in risky behaviors: drug and alcohol abuse, loitering, tagging, gang activity, premature sexual activity and pregnancies. Families had a safe place (at no cost to them) so they may engage fully in the professional lives—contributing to the success of local businesses. Additional benefits are stated in the anticipated benefits above.

Has there been an independent audit of the organization this year or the prior years. Yes, Our 2013 audit is in progress. The 2012 audit is included in this application.

Submitted by: Saul Baquera

 Date: 4/5/19

Received by: _____

Date: _____