

*Sandra Whitehead*  
*Mayor*

*Amanda Forrister*  
*Mayor Pro-Tem*

*Frances Luna*  
*Commissioner*



*Paul Baca*  
*Commissioner*

*Randall Aragon*  
*Commissioner*

*Morris Madrid*  
*City Manager*

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

## REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> ST., ON WEDNESDAY, DECEMBER 16, 2020; TO START AT 9:00 A.M.

### A. CALL TO ORDER

### B. INTRODUCTION

#### 1. ROLL CALL

Hon. Sandra Whitehead, Mayor  
Hon. Amanda Forrister, Mayor Pro-Tem  
Hon. Paul Baca, Commissioner  
Hon. Randall Aragon, Commissioner  
Hon. Frances Luna, Commissioner

#### 2. SILENT MEDITATION

#### 3. PLEDGE OF ALLEGIANCE

#### 4. APPROVAL OF AGENDA

### C. PUBLIC COMMENT (3 Minute Rule Applies)

### D. RESPONSE TO PUBLIC COMMENT

### E. CONSENT CALENDAR

1. City Commission Regular Minutes, November 18, 2020
2. Accounts Payable, November 2020

### F. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution 28 20/21 Loan/Grant Agreement and closing documents for the Road and Drainage Improvements for MSD Waterlines. Colonias Grant/Loan to Truth or Consequences – NMFA CIF-5192. City Manager Madrid

**G. NEW BUSINESS**

1. Presentation/Discussion/Action: Approval of Legislative Priorities for the 2020/2021 Legislative Session. City Manager Madrid
2. Discussion/Action: Possible Resignation and Appointment of Member to serve on the Joint Powers Commission (JPC). City Manager Madrid

**H. REPORTS**

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

**I. ADJOURNMENT**

**The meeting will be broadcast live through KCHS on 101.9 FM. The public will be allowed to attend the meeting via teleconference using the information listed below:**

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**NEXT REGULAR CITY COMMISSION MEETING JANUARY 13, 2021**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: December 16, 2020

Agenda Item #: E.1

**SUBJECT:** City Commission Regular Minutes, November 18, 2020  
**DEPARTMENT:** City Clerk's Office  
**DATE SUBMITTED:** December 10, 2020  
**SUBMITTED BY:** Angela A. Torres, Clerk-Treasurer  
**WHO WILL PRESENT THE ITEM:** City Manager Madrid

**Summary/Background:**

Minutes approval.

**Recommendation:**

Approve the minutes.

**Attachments:**

- CC Minutes

**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. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12-16-2020

**CITY COMMISSION MEETING MINUTES  
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO  
CITY COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> St.  
WEDNESDAY, NOVEMBER 18, 2020**

**A. CALL TO ORDER**

The meeting was called to order by Mayor Sandra Whitehead at 9:00 a.m., who presided and Angela A. Torres, 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, Mayor  
Hon. Amanda Forrister, Mayor Pro-Tem  
Hon. Paul Baca, Commissioner  
Hon. Randall Aragon, Commissioner  
Hon. Frances Luna, Commissioner

Also Present: Morris Madrid, City Manager  
Dawn Barclay, Deputy City Clerk

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 City Manager Madrid to lead the Pledge of Allegiance.

**4. APPROVAL OF AGENDA:**

**Commissioner Luna moved to approve the agenda with the removal of item C.2 and item G.4. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**



**C. PRESENTATIONS:**

- 1. Proclamation naming November 28, 2020 as Small Business Saturday:**

Mayor Whitehead read the presented proclamation naming November 28<sup>th</sup>, 2020 as Small Business Saturday.

- 2. Presentation related to Crosswalk adjustments to better assist the needs of the visually impaired and increasing number of pedestrians:**

Item was removed from the agenda.

- 3. Presentation related to MainStreet Truth or Consequences receiving recognition from the New Mexico House of Representatives:**

Rebecca Dow gave recognition to MainStreet Truth or Consequences for their thoughtful and valuable contributions to its historic downtown and community.

**D. PUBLIC COMMENT:**

Lillis Urban virtually addressed the Commission with comments related to a letter signed by 35 people regarding the preservation and protection of the historic downtown night sky, and the mechanisms for downtown development. They feel that the lightbulbs in the overhead fixtures in the historic district of T or C are being changed out with LED's that are brighter and impact the night skies. It also changes the atmosphere of our historic downtown.

Sophia Peron virtually addressed the Commission with comments related to:

- (1) She disagrees with Ms. Urban's comment. She feels that the new LED light fixtures are fantastic, and she doesn't see how they impact the night skies.
- (2) She feels that removing all of the substandard buildings is a great idea. She then recommended that the city create a committee that deals with nuisance properties in T or C.
- (3) She commented on Main Street improvements and said she doesn't see where \$350,000 has been spent on Main Street within the last 10 years.
- (4) She mentioned that we have a Healing Waters Plaza that nobody uses so she has a concert series set up in the spring to hopefully get some use out of the plaza.
- (5) She commented about her frustration with Windstream chopping down trees and digging holes without giving people a heads up.

Linda De Marino, MainStreet Truth or Consequences addressed the Commission with comments related to:

- (1) She thanked everyone who contributed to the Trick or Treat Downtown event. \$1,500 was donated, and they were able to put together 1200 bags of candy for

the kids. She also thanked all of the volunteers who helped put the haunted house together.

- (2) MainStreet Truth or Consequences, along with several other organizations are working on the MainStreet brand.
- (3) MainStreet Truth or Consequences will be holding a virtual cash mob that will be called the 12 Days of Christmas. It will support several local downtown businesses by helping them sell their merchandise through the MainStreet Truth or Consequences Facebook page.

City Manager Madrid read public comment submitted by Patricia Kearney. (Complete copy attached hereto and made a part hereof).

City Manager Madrid read public comment submitted by Nate Stevens. (Complete copy attached hereto and made a part hereof).

City Manager Madrid read public comment submitted by Barbara Humble. (Complete copy attached hereto and made a part hereof).

#### **E. RESPONSE TO PUBLIC COMMENT:**

City Manager Madrid responded to Lillis Urban's public comment by saying the light fixtures that are being replaced throughout the city have been certified as night sky friendly. They are brighter, but they do not project into the night sky. There are different patterns that we use, and the LED's allow you to shape the lighting so they are not a nuisance. You could not do that with the old style lighting.

#### **F. CONSENT CALENDAR:**

1. **City Commission Regular Minutes, October 28, 2020**
2. **Acknowledge Regular Recreation Advisory Board Minutes, October 5, 2020**
3. **Accounts Payable October 2020**
4. **Subrecipient Funding 1<sup>st</sup> Quarter Reports:**

**Mayor Pro-Tem Forrister moved to approve the consent calendar as submitted. Commissioner Luna seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

#### **G. ORDINANCES/RESOLUTIONS/ZONING:**

1. **Discussion/Action: Publication of Ordinance No. 717 Authorizing the sale of real property pursuant to §NMSA 1978 3-54-1:**

City Manager Madrid explained that they had a visit from a party who was interested in re-developing the dirt track that used to exist years ago. That party was also interested in developing the property adjacent to the track. While advertising some city property that was vacant, we were contacted by Mr. Randy Ashbaugh who owns the property the dirt track is on. He informed us that he was interested in acquiring some city property

## Torres, Angela

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**From:** Madrid, Morris  
**Sent:** Tuesday, December 01, 2020 1:18 PM  
**To:** Torres, Angela  
**Subject:** FW: Re Back to Work Plan

-----Original Message-----

**From:** T or C Public Comment  
**Sent:** Wednesday, November 18, 2020 8:07 AM  
**To:** Madrid, Morris  
**Subject:** FW: Re Back to Work Plan

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**From:** [p-kearney@earthlink.net](mailto:p-kearney@earthlink.net) [p-kearney@earthlink.net]  
**Sent:** Wednesday, May 6, 2020 5:08 PM  
**To:** T or C Public Comment  
**Subject:** Re Back to Work Plan

I've read the plan. I believe it says nonessential travel should be prohibited. Meanwhile, nonessential travel to Truth or Consequences from other states is on the rise, based on an informal survey of license plates at short-term rentals in the hot springs district and in the parking lot of Riverbend. When we reopen businesses, we're not only reopening to local customers but to tourists.

I've observed some people in our town staying a good distance from others and wearing masks in stores, while I've seen others high-fiving or bringing their faces together over the same phone. A friend who is in his eighties says he was challenged by another customer in the dollar store with this question. "Do you think you really need that mask?" We have people who believe in the risk and people who don't.

Research supports the effectiveness of masks. This link to the layperson's summary also includes a link to the full scientific paper.

<https://www.fast.ai/2020/04/13/masks-summary/>

I can support opening health care facilities with great care, if they have enough PPE.

I have doubts about salons and barbershops. It's not possible to be six feet apart. And a man can't get a beard trim while wearing a mask. I won't go to my hairdresser even if she's allowed to reopen, because I can't know her other customers' risk-taking behaviors or health status, even if there's no waiting area in the salon. Contagion travels through a chain of people.

Fifty-percent capacity in restaurants means a lot of people breathing in the same space. Unlike customers in retail stores, restaurant patrons obviously can't be masked.

Twenty-percent capacity in retail shops, with masks required of customers and staff, might be safe. Perhaps you can buy a book safely. But clothing that's tried on, pulled over your head? It's complicated, store by store. Exercise facilities present special challenges. Dr. Ben Levine, professor of internal medicine at UT Southwestern and Texas Health Presbyterian Dallas, an expert in sports medicine, answered questions on NPR about exercising during this

pandemic. The transcript is part of a long page of NPR National Conversations

<https://www.npr.org/transcripts/849410045> , but in short he says: when you exercise, your exhalations travel up to twelve feet, so you should double your distance. Also, a mask becomes saturated because you're breathing harder and you also end up rebreathing some of your exhaled carbon dioxide, causing bit of a panic reaction, so you actually can't work out effectively with a mask. Instead, you need greater distance.

I realize there are a few people who would rather die than wear a mask or be told what to do by anyone in an authority position. But if you look at the data from counties that require masks, masks save lives. My mask protects you; your mask protects me. Whatever you decide to reopen, consider requiring masks in all stores on both customers and staff, and when possible on patients in health care facilities.

Respectfully, Patricia Kearney

## T or C Public Comment

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**From:** Nate Stephens <anewlook19@gmail.com>  
**Sent:** Friday, November 13, 2020 6:52 AM  
**To:** T or C Public Comment  
**Subject:** 724 Van Patten

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good morning to all,

My name is Nate Stephens and along with my wife, Kacie Stephens, we own the properties at 723 Van Patten as well as 825 Van Patten. It is our desire to enhance the neighborhood in which we reside. With this goal in mind we have invested our time and money into our neighborhood. We have made improvements to our own properties and as owner of AGNS Construction we built a new home at 714 Van Patten. I have also worked with several neighbors to help with improvements to their homes and properties. Anyone who drives the 700 through 800 blocks of Van Patten recently has surely noticed a major change for the better.

The other thing a person would notice would be the decrepit, rundown, unkept, property located directly across the street from my property at 724 Van Patten. I am a patient person with a hope to work with my neighbors and help when needed. 724 Van Patten has been a problem in our neighborhood for three years and every year it gets a little worse. Year one tumble weeds five feet tall which with a little push from the city were cut down and put in a pile. When the next spring winds came the pile was all over the neighborhood. Year two, the owner of the property did not even attempt to have the weeds cut, and with this years wind we picked his weeds out of our yards again. Also in year two the home was vandalized, windows were broken and the interior was destroyed. Currently in year three there are squatters living at the property and the weeds again are six to seven feet tall.

It is my hope the city council will take action to help this situation and get it resolved. At this point it is affecting the values of the properties owned by hard working people with a desire to help turn the neighborhood around. Please take the necessary action to help us continue making changes for the positive.

Thank you,

Nate Stephens

## T or C Public Comment

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**From:** Barbara Humble <aushum1@gmail.com>  
**Sent:** Saturday, November 14, 2020 9:14 AM  
**To:** T or C Public Comment  
**Subject:** 2216 or 214 Austin Ave.

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Our property - Indian Springs - is next door to this property where a building, or buildings were pulled down and the debris left for about a year. I have tried to contact the owner, to no avail, and offered to help find a solution.

The debris is very close to our buildings which house people and a hot spring where people come for healing. The big pile of debris lying close down the side of our building (can't be seen from the street due to a fence....but readily visible from the alley) poses health, safety, fire, rodent and snake problems.

Appreciate your help in getting this health nuisance solved.

For questions, or photos, please call or email me.

Thank you, Barbara Humble

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BARBARA HUMBLE, Realtor  
HUMBLE ENTERPRISES, INC  
512-773-7154

near the golf course for the development of an RV Park. We then went through the entire process, but because of the value of the property, they had to make a general offering so anyone interested would be able to make an offer on that property as well as a few others that we had available. Mr. Ashbaugh then responded with an offer that involved an exchange of property and value. The discussion initially was to exchange property and have Mr. Ashbaugh's company install sidewalks and lighting along Marie Street by the Golf Course because that has been a priority of the city for a while. However, the construction of the sidewalks and the dam area by the Golf Course is a little more complicated than we wanted, so Mr. Ashbaugh amended his offer to be for cash only. We do need sidewalks and lighting on Marie Street, so the proceeds from this will be dedicated to that. This ordinance only addresses an exchange of property in cash of equal value. This item is for initial publication of the ordinance to get that done.

City Attorney Rubin stated that the legal authority for this is Section 3-54-1. Since we are changing our title of a property, and getting something exchanged, that wouldn't really be considered a sale under Section 3-54-1. We are proposing to convey three (3) separate properties and the legal descriptions are attached to the ordinance. The surveys were done by Chaparral Surveying in April of this year, and an appraisal was also done for each property. The first property was appraised at \$71,000. The second property was appraised at \$18,500, and the third property was appraised at \$133,000. The proposal is to convey all three properties in a formal closing in exchange for a property that is described as Exhibit (4) in your packet. The property to be exchanged is 17.24 acres of land, and that property was appraised at \$136,000. If you add up all three of the city owned properties, and subtract the amount of the proposed 17.24 acres appraised at \$136,000, that will leave a difference of \$86,500 which would be received in cash at the time of the closing. Ashbaugh Construction Company has agreed to allow us to have an easement over the 2.312 acre track for flood work control, and drainage infrastructure. The closing cost will be equally divided and we would be closing this transaction through Ekmar Abstract.

The reason why we are doing this by ordinance is because the state statute provides that if you have property that the city wishes to sell, and the appraised value exceeds \$25,000, we have to go by the ordinance procedure. Like with any other ordinance, we would propose this ordinance for publication, and if approved by the Commission it would go through the publication process, and then we would have the final hearing. If the ordinance is then adopted, we still have to wait 45 days before the sale can go through.

Traci Alvarez, Grant Projects Coordinator/Zoning Official explained that the city owned property was placed for sale in the local newspaper in the non-legal section, and we only received one offer (which was from Mr. Ashbaugh) on that property. She also added that surveys and appraisals were done on the property as required.

**Commissioner Luna moved to approve the Publication of Ordinance No. 717 Authorizing the sale of real property pursuant to §NMSA 1978 3-54-1. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

## **2. Discussion/Action: Resolution No. 20 20/21 Budget Adjustment.**

City Manager Madrid stated that DFA requires that this budget adjustment be approved by the Commission before it is sent to them for their approval. He also explained that this item is regarding the Electric Department and the Electric Fund and it has a couple of pieces to it which include:

- (1) The first piece addresses a portion of the ordinance that requires us to re-invest in our electric infrastructure when our investments get to a certain amount. The amount we are asking for appropriation today is way above the required investment amount. We have investments in the overnight account with the State Treasurer's Office that we will be redeeming, and we will be replenishing those investments throughout the year. However, these investments need to be appropriated for infrastructure replacement or improvement.
- (2) The area covered by this project starts in the alley behind Bullocks to BBQ on Broadway. We need to replace the conductors, poles; transformers and we need to update the service to that area. That is the first and major portion of what we are trying to do here. This will upgrade the service and increase the capacity in the downtown area.
- (3) \$123,000 is for the engineering portion of the re-design of our electrical system, and the \$233,416 is for the construction portion. The \$233,000 includes not only that portion, but two other endeavors that we have going. We also need to replace a couple of poles that are by the City Golf Course.
- (4) The final part is the ongoing replacement of the antiquated lighting with the LED lighting throughout the town. The smaller wattage used in residential areas can run around \$200, and the larger industrial lights can be anywhere from \$300-\$400. This will allow us to purchase a lot more LED lighting that are night sky friendly.

**Commissioner Baca moved to approve Resolution No. 20 20/21 Budget Adjustment. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

## **3. Discussion/Action: Authorizing adoption of Resolution No. 21 20/21 for the Municipal Wastewater Asset Management Plan for the City of Truth or Consequences:**

Traci Alvarez, Grant Projects Coordinator/Zoning Official explained that the city applied for, and was awarded funding from the New Mexico Finance Authority for the purpose of the Municipal Wastewater Asset Management Plan. The Finance Authority requires certain action be taken by the Commission prior to closing and dispersing the grant amount to the city. The adoption of this resolution would mean that the Commission is committing to the development and implementation of the plan, as well as designating an asset management steering committee. The committee would consist of our City Manager, herself, our Wastewater Director or designee, our Finance Director or



designee, as well as our Engineer. With that being said, we request that you approve Resolution No. 21 20/21 for the Municipal Wastewater Asset Management Plan.

**Commissioner Luna moved to approve the adoption of Resolution No. 21 20/21 for the Municipal Wastewater Asset Management Plan for the City of Truth or Consequences. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**4. Discussion/Action: Resolution 22 20/21 requiring the prompt removal of weeds, junk, trash and refuse from the property at 212 Austin, Truth or Consequences, NM.**

This item was removed from the agenda.

**5. Discussion/Action: Resolution 23 20/21 finding the property at 724 Van Patten, Truth or Consequences, NM to be a dangerous and unsafe structure and authorizing demolition:**

Traci Alvarez, Grant Projects Coordinator/Zoning Official explained the following process for the next five resolutions:

- (1) If the resolutions are approved, they will have a title search done to identify every person having any other interest in the building as shown by the land record.
- (2) We will then attempt contact by certified mailing to any of the last known addresses.
- (3) The resolutions will then be posted on the property.
- (4) They will be sent by certified mail to all last known addresses.
- (5) They will also be published in our newspaper. That will give the property owners 10 days of the posting and publishing of the Resolution to notify the Clerk's Office or file a written objection.
- (6) If do not receive notice after the 10 days, we will then proceed with quotes and arranging dates for property abatement.
- (7) Once everything is abated, we will place a lien against the property to pay for some of funds that we have used.

Ms. Alvarez then reviewed Resolution 23 20/21. She explained that this resolution finds the property at 724 Van Patten to be a dangerous and unsafe structure. The property has been posted, and certified mailings have been sent to the addresses on file with the Sierra County Assessor's Office and the various addresses we found on file at the City Utility Office. All mailings were returned with an attempt and were returned undelivered or unable to forward. The property has not had utilities on since January 2018, and it is behind in taxes for 2017, 2018, 2019 and 2020. The pictures in the packet show that the property has become a harbor for vagrants, has been vandalized, and we've had numerous calls and complaints from neighboring properties requesting that this property

be addressed in concerns of their safety. With that being said, she recommends approval of Resolution 23 20/21.

**Commissioner Luna moved to approve Resolution 23 20/21 finding the property at 724 Van Patten, Truth or Consequences, NM to be a dangerous and unsafe structure and authorizing demolition. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**6. Discussion/Action: Resolution 24 20/21 requiring the prompt removal of weeds, junk, trash and refuse from the property at 724 Van Patten, Truth or Consequences, NM:**

Traci Alvarez, Grant Projects Coordinator/Zoning Official explained that this resolution is also for 724 Van Patten Street. This request is for the approval to clean up all of the junk, weeds, and refuse on the property. The pictures included in the packet show that the weeds are almost taller than the structure, which creates a fire hazard for all of the surrounding properties. With that being said, she recommends approval of Resolution 24 20/21.

**Commissioner Luna moved to approve Resolution 24 20/21 requiring the prompt removal of weeds, junk, trash and refuse from the property at 724 Van Patten, Truth or Consequences, NM. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**7. Discussion/Action: Resolution 25 20/21 finding the property at 1515 Corzine, Truth or Consequences, NM to be a dangerous and unsafe structure and authorizing demolition:**

Traci Alvarez, Grant Projects Coordinator/Zoning Official explained that this resolution finds the property at 1515 Corzine to also have dangerous and unsafe structures. The pictures included in the packet show three structures which are all mobile homes that need to be demolished. The property has been posted, and certified mailings have been sent to the addresses on file with the Sierra County Assessor's Office and City Utility Office. The letter was returned with an attempt and was deemed undelivered or unable to forward. No utilities have been on since September 2019, and taxes are delinquent for 2019 and 2020. One of the structures was damaged by a fire, and the other two have broken windows, busted doors, and unsecured skirting which is providing a harbor for pests and rodents. We also received continuous calls and reports from neighboring properties regarding suspicious activity and a complaint about the smell from two of the units. With that being said, she recommends approval of 25 20/21 to demolish all three structures.

**Mayor Pro-Tem Forrister moved to approve Resolution 25 20/21 finding the property at 1515 Corzine, Truth or Consequences, NM to be a dangerous and unsafe structure and authorizing demolition. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**8. Discussion/Action: Resolution 26 20/21 requiring the prompt removal of weeds, junk, trash and refuse from the property at 1515 Corzine, Truth or Consequences, NM:**

Traci Alvarez, Grant Projects Coordinator/Zoning Official explained that this resolution is also for 1515 Corzine. This is for abatement of the weeds, junk, and refuse that is taking over the property. This area is surrounded by other mobile homes, which makes it a dangerous fire hazard for the surrounding properties.

**Mayor Pro-Tem Forrister moved to approve Resolution 26 20/21 requiring the prompt removal of weeds, junk, trash and refuse from the property at 1515 Corzine, Truth or Consequences, NM. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**9. Discussion/Action: Resolution 27 20/21 requiring the prompt removal of weeds, junk, trash and refuse from the property at 1101 Bosque, Truth or Consequences, NM:**

Traci Alvarez, Grant Projects Coordinator/Zoning Official explained that this resolution is for the property at 1101 Bosque. The property owner has been determined to be deceased. Utilities were disconnected for non-payment in 2015, and since that time the property has been a nuisance property with the accumulation of junk, trash, and refuse. The property taxes are delinquent for 2018, 2019 and 2020. Someone was previously paying property taxes, but the County Assessor's Office only has a name. They do not have contact information or an address on file for that individual. A title search has already been done on this property, and it revealed no other interested parties on file. The Police responded to this residence multiple times to remove vagrants from the property and issue no trespassing. The request for this item is the removal of refuse, weeds, junk, and trash on the property. Once this resolution is approved and we get rid of all of the junk and trash on the outside of the residence, as per Chapter 6, Section 6-22 we can enact an inspection by the City Manager and the Police Department to investigate the premises for a determination on structure of abatement.

**Commissioner Luna moved to approve Resolution 27 20/21 requiring the prompt removal of weeds, junk, trash and refuse from the property at 1101 Bosque, Truth or Consequences, NM. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

#### **H. NEW BUSINESS:**

- 1. Discussion/Action: Appointment of a Board Member to fill the position formerly held by Brendan Tolley on the Sierra County Recreation & Tourism Advisory Board:**

**Mayor Pro-Tem Forrister made a motion to volunteer to serve as a member on the Sierra County Recreation & Tourism Advisory Board. Commissioner Luna seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

- 2. Discussion/Action: Appointment of an Alternate Board Member to fill the position formerly held by Brendan Tolley on the South Central Council of Governments (SCCOG) and the Regional Planning Organization (RPO) Board:**

**Commissioner Luna made a motion to volunteer to serve as an alternate member on the South Central Council of Governments (SCCOG) and the Regional Planning Organization (RPO) Board. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

#### **I. REPORTS:**

**City Manager Madrid reported the following:**

- The swimming pool still has issues regarding leaks. In the development of priorities, this governing body stated that they would like to take the direction of not investing additional money in that facility, and develop a new one. The approach we are going to take with the pool is to have an engineer give us a set of specifications to prepare the pool so it will last long enough build a new facility. We are trying to develop different ideas for what the facility will look like. We are also looking into how we can finance a new facility, and what we can afford. We are also incorporating Commissioner Luna's inquiry on Gross Receipts Tax and our ability to do so. We will also explore what our bonding capacity and rating is. We are compiling all of the financial information so we can incorporate an entire package. We want to consider our capital request priorities for the legislative session at our next meeting, and hopefully we will have enough of a concept for you all to consider this as one of our priorities.

#### **City Commission Reports:**

**Commissioner Luna reported the following:**

- There will be a public forum on the hospital districting tomorrow at 4:00 p.m. via zoom. It will be hosted by Representative Rebecca Dow, and the New Mexico Hospital Association. County Commissioner/Chairman Jim Paxton will be on the zoom conference as well as the Hospital Ownership Board/Chairman Kim

Skinner, CEO Eric Stokes, and the County Attorney who drafted the documents. The link can be found online if anyone is interested.

- She thinks it's great we are having a planning meeting to talk about their requests. She would prefer to have it in a workshop setting at some point, and not in such a formal setting. A workshop will allow us to hammer out some ideas. She then requested that they have a workshop preceding the meeting or move the meeting time back a little bit so they can draw out their ideas.
- She informed City Manager Madrid that there was some work done with the school a few years back to create a Recreational Complex that was supposed to be co-owned, operated, and open to the public, but the idea was downsized due to the City Commission pulling out of the agreement. A lot of those documents already exist, and the wheel is already invented, so we can just take that wheel, modify it, and update it. That will make us that much further ahead and well presented for Santa Fe.
- As far as our Legislative requests and desires, she doesn't understand how Santa Fe is considering postponing the 60 day legislative session. New Mexico cannot wait for that. This is the time we get stuff done during those 60 days and we desperately need it, so if any of us get the opportunity to talk to our legislators it's crucial that we have that time to explain to them how important it is.

**Commissioner Aragon reported the following:**

- He was in a city that had a Sports Complex and he envisions this as something we could have here, whether it be at the school or wherever else.
- He also thanked his fellow Commissioners for assisting with the Veterans Services Officer (VSO) Resolution. Our resolution was sent to the Veterans Services Officer at the state level. The County, Williamsburg, and Elephant Butte are also on board, so he feels we will get a lot of traction out of that.

**Mayor Whitehead reported the following:**

- She extended a big thank you to everyone who participated in the Halloween events for the kids. Everyone did a great job. Our community always comes together and does great things.
- We are shut down for a couple of weeks, but she knows that we can be strong together, and we can get through this and help our small businesses. She then reminded everyone to always remember to shop at home and to shop locally.
- She also extended a big thank you to the Sierra County Clerk's Office. They did a fabulous job at the general election. They had lots of voters, and they were on the ball, and on top of things. She then congratulated all of our local winners.
- She announced that they did not have a Mayor's caucus last week. The last few times that they did not have a Mayor's caucus they just listened to the Governor's update, and reiterated what the Governor and the state is doing. She encourages everyone to stay at home and work from home if you can during this lockdown. Please also wear your masks, and wash your hands. As of yesterday we had 2,112 cases in the state, and we had an additional two cases in our county bringing us up to 200 cases in Sierra County.

- She wished everyone a safe and Happy Thanksgiving and reminded everyone that our next meeting will be held December 16, 2020.

**J. ADJOURNMENT:**

**Commissioner Luna moved to adjourn at 10:47 a.m. Mayor Pro-Tem Forrister and Commissioner Baca seconded the motion. Motion carried unanimously.**

**Passed and Approved this 18th day of December, 2020.**

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Sandra Whitehead, Mayor

ATTEST:

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Angela A. Torres, CMC, City Clerk



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: December 16, 2020

*Agenda Item #: E2*

**SUBJECT:** November 2020 Accounts Payable  
**DEPARTMENT:** Finance  
**DATE SUBMITTED:** December 7, 2020  
**SUBMITTED BY:** Ruby Otero-Vallejos, Accounts Payable  
**WHO WILL PRESENT THE ITEM:** City Manager Madrid

### ***Summary/Background:***

According to Sec. 2-28 of the Municipal Code related to Publication of expenditures:  
Each month there may be published a summary of expenditures made during the preceding calendar month, which shall include a list of the total expenditures during the month, the amount spent in connection with each budgetary item, and a summary of all receipts; provided, however, that the publication mentioned in this section shall be made only at the discretion of the Commission if it shall deem such publication necessary in the public interest.

### ***Recommendation:***

Approve the Accounts Payable summary for November 2020

### ***Attachments:***

- End of Month Accounts Payable Report by Fund

### ***Fiscal Impact (Finance):*** Yes

All Funds Summary is a total of \$ 750,981.66

### ***Legal Review (City Attorney):*** N/A

N/A

***Approved For Submittal By:*** ☐ Department Director

***Reviewed by:*** ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Ruby Otero-Vallejos, Account Payable

***Final Approval:*** ☐ City Manager

### **CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN**

Resolution No. N/A Ordinance No. N/A

Continued To: - Referred To: -

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

File Name: CC Agendas 12-16-2020



Truth or Consequences

# Expense Approval Report-EOM

By Fund

Payable Dates 11/4/2020 - 11/24/2020

## PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 101 - General</b>					
BANK OF AMERICA	112-6807478-3821819,112-694...	11/04/2020	LIQUID CHALK MARKERS	101-1006-44607	13.87
BANK OF AMERICA	112-6807478-3821819,112-694...	11/04/2020	HOMEMAXS BROOM AND DUS...	101-1006-44607	25.99
BANK OF AMERICA	112-6807478-3821819,112-694...	11/04/2020	TAX	101-1006-44607	26.42
BANK OF AMERICA	112-6807478-3821819,112-694...	11/04/2020	AMMEX X3 INDUSTRIAL BLUE N...	101-1006-44607	140.12
BANK OF AMERICA	112-6807478-3821819,112-694...	11/04/2020	BEST SHOT 256	101-1006-44607	334.88
ARMUJO'S CASA BONITA	44132	11/04/2020	GLASS PARTITION AROUND CO...	101-1014-43403	3,092.25
ANIMAL CARE EQUIPMENT & S...	86528	11/04/2020	65" SNAPPY SNARE	101-1008-44607	62.45
NM TEEN COURT ASSOCIATION,...	102820	11/05/2020	ANNUAL MEMBERSHIP DUES - ...	101-1002-60576	275.00
JAY RUBIN ATTORNEY AT LAW	110120	11/05/2020	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	6,074.35
DRAGONFLY TRAINING AND CO...	110120	11/05/2020	EUTHANASIA TRAINING	101-1006-42720	484.56
MANANA	110-20	11/05/2020	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
CITY UTILITIES	110420	11/05/2020	CITY UTILITIES CYCLE C&D/OPEN...	101-1018-43780	6,304.45
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	SCOTCH SHIPPING PACKING TA...	101-1001-44606	13.99
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	PAPER MATE MECHANICAL PEN...	101-1001-44606	7.19
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	ADDING MACHINE	101-1001-44606	8.24
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	DYMO LABEL MAKER TAPE	101-1001-44606	9.89
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	QUILL COPY PAPER	101-1001-44606	247.40
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	DYMO PORTABLE LABEL MAKER	101-1001-44606	29.99
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	QUILL CLASP ENVELOPES	101-1001-44606	36.88
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	RECTANGULAR CHAIR MAT	101-1001-44606	40.99
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	3" RING BINDER	101-1001-44606	44.90
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	CANNON DESKTOP CALCULATOR	101-1001-44606	46.79
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	METALLIC CERIFICATE PAPER 1...	101-1001-44606	60.70
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	ULTRA FINE DRY ERASE MARKER	101-1001-44606	11.69
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	PILOT G2 ASSORTED GEL PENS	101-1001-44606	11.69
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	ESSENTIALS WALL CLOCK	101-1001-44606	12.99
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	PILOT G2 BLUE INK PENS	101-1001-44606	15.29
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	POST-IT POP-UP NOTES	101-1001-44606	21.59
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	QUILL BRAND HIGHLIGHTERS	101-1001-44606	7.19
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	STAINLESS STEEL SCISSORS	101-1001-44606	5.84
QUILL CORPORATION	11764763,11750588,11732454,...	11/05/2020	MINI BINDER CLIPS	101-1001-44606	2.68
MPG SERVICES, LLC	2269	11/05/2020	REPAIR PLUMBING AND REPLA...	101-1014-43403	1,831.21
COOPERATIVE EDUCATIONAL S...	24-108832	11/05/2020	OPEN PO ENGINEERING SERVIC...	101-1010-48598	1,129.03
COOPERATIVE EDUCATIONAL S...	26-005479	11/05/2020	TUFFY WINDSCREEN 6' HIGH	101-1009-44613	686.09
COOPERATIVE EDUCATIONAL S...	26-005479	11/05/2020	TUFFY WINDSCREEN 6' HIGH	101-1009-44613	620.21
COOPERATIVE EDUCATIONAL S...	26-005479	11/05/2020	TUFFY WINDSCREEN 6' HIGH	101-1009-44613	593.85
COOPERATIVE EDUCATIONAL S...	26-005479	11/05/2020	TUFFY WINDSCREEN 6' HIGH	101-1009-44613	699.27
COOPERATIVE EDUCATIONAL S...	26-005479	11/05/2020	TUFFY WINDSCREEN 6' HIGH	101-1009-44613	686.09
COOPERATIVE EDUCATIONAL S...	26-005479	11/05/2020	TUFFY WINDSCREEN 6' HIGH	101-1009-44613	1,845.70
COOPERATIVE EDUCATIONAL S...	26-005479	11/05/2020	TUFFY WINDSCREEN 6' HIGH	101-1009-44613	620.21
COOPERATIVE EDUCATIONAL S...	26-005479	11/05/2020	TUFFY WINDSCREEN 6' HIGH	101-1009-44613	1,055.06
COOPERATIVE EDUCATIONAL S...	26-005479	11/05/2020	TIE WRAPS (ORDERING WITHO...	101-1009-44613	1,214.45
COOPERATIVE EDUCATIONAL S...	26-005479	11/05/2020	TUFFY WINDSCREEN 6' HIGH	101-1009-44613	1,845.70
COOPERATIVE EDUCATIONAL S...	26-005479	11/05/2020	BOXED AIR VENT	101-1009-44613	1,627.90
STAPLES CONTRACT & COMME...	3458616305/8457606894/345...	11/05/2020	2021 BLUE SKY 32"X48" JUMBO...	101-1004-44606	90.00
STAPLES CONTRACT & COMME...	3458616305/8457606894/345...	11/05/2020	PILOT G2 RETRACTABLE GEL PE...	101-1004-44606	9.24



## Expense Approval Report-EOM

Payable Dates: 11/4/2020 - 11/24/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STAPLES CONTRACT & COMME...	3458616305/8457606894/345...	11/05/2020	EVERY READY A-Z DIVIDERS CU...	101-1004-44606	10.60
STAPLES CONTRACT & COMME...	3458616305/8457606894/345...	11/05/2020	C-LINE PLASTIC FILE SORTER, B...	101-1004-44606	17.12
STAPLES CONTRACT & COMME...	3458949659,34858102530/345...	11/05/2020	EVERWIPE DISINFECTANT WIPES...	101-1004-44606	22.75
STAPLES CONTRACT & COMME...	3458949659,34858102530/345...	11/05/2020	#10 WINDOW ENVELOPES, BLU...	101-1004-44606	82.09
STAPLES CONTRACT & COMME...	3458949659,34858102530/345...	11/05/2020	2020-2021 TRU RED 8"X11" PL...	101-1004-44606	10.19
STAPLES CONTRACT & COMME...	3458949659,34858102530/345...	11/05/2020	STAPLES ALL-IN-ONE COMPAR...	101-1004-44606	10.12
STAPLES CONTRACT & COMME...	3458949659,34858102530/345...	11/05/2020	TRU RED 3-POCKET PLASTIC LET...	101-1004-44606	8.33
TRANS UNION RISK & ALTERNAT...	485949	11/05/2020	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	220.00
SIERRA AUTO/CARQUEST	6016-272338	11/05/2020	VACCUUM BREAK BOOSTER	101-1014-47420	88.09
SIERRA AUTO/CARQUEST	6016-272613	11/05/2020	INTERIOR DOOR HANDLE	101-1014-47420	91.53
SIERRA AUTO/CARQUEST	6016-272955	11/05/2020	AIR FILTER	101-1003-47420	10.77
SIERRA AUTO/CARQUEST	6016-272955	11/05/2020	OIL FILTER LD	101-1003-47420	4.73
SIERRA AUTO/CARQUEST	6016-273203	11/05/2020	BRK PAD PLATE CERAMIC	101-1007-47420	43.46
SIERRA AUTO/CARQUEST	6016-273203	11/05/2020	PAINTED ROTOR	101-1007-47420	134.08
SIERRA AUTO/CARQUEST	6016-273203	11/05/2020	BRAKE PADS	101-1007-47420	42.94
SIERRA AUTO/CARQUEST	6016-273204	11/05/2020	AIR FILTER	101-1007-47420	10.77
SIERRA AUTO/CARQUEST	6016-273204	11/05/2020	OIL FILTER LD	101-1007-47420	4.73
SIERRA AUTO/CARQUEST	6016-273204	11/05/2020	BATTERY-SILVER 2 YRS	101-1007-47420	113.46
SIERRA AUTO/CARQUEST	6016-273205	11/05/2020	BRK PAD PLAT CERAMIC	101-1007-47420	43.46
SIERRA AUTO/CARQUEST	6016-273205	11/05/2020	AIR FILTER	101-1007-47420	10.77
SIERRA AUTO/CARQUEST	6016-273205	11/05/2020	OIL FILTER LD	101-1007-47420	4.73
SIERRA AUTO/CARQUEST	6016-273205	11/05/2020	BRAKE PADS	101-1007-47420	42.94
SIERRA AUTO/CARQUEST	6016-273205	11/05/2020	PAINTED ROTOR	101-1007-47420	134.08
SIERRA AUTO/CARQUEST	6016-273209	11/05/2020	BRAKE PADS	101-1007-47420	42.94
SIERRA AUTO/CARQUEST	6016-273209	11/05/2020	AIR FILTER	101-1007-47420	10.77
SIERRA AUTO/CARQUEST	6016-273209	11/05/2020	BRK PAD PLATE CERAMIC	101-1007-47420	44.26
SIERRA AUTO/CARQUEST	6016-273209	11/05/2020	PAINTED ROTOR	101-1007-47420	134.08
SIERRA AUTO/CARQUEST	6016-273209	11/05/2020	OIL FILTER LD	101-1007-47420	4.73
SIERRA AUTO/CARQUEST	6016-273623	11/05/2020	WINDOW MOTOR W/REGULAT...	101-1014-47420	82.38
SIERRA AUTO/CARQUEST	6016-273627	11/05/2020	AIR FILTER	101-1009-47420	13.77
SIERRA AUTO/CARQUEST	6016-273627	11/05/2020	OIL FILTER LD	101-1009-47420	9.71
SIERRA AUTO/CARQUEST	6016-273629	11/05/2020	BATTERY 2YRS	101-1009-47420	128.49
INTEGRATED TECHNOLOGIES G...	7013	11/05/2020	ADOBE ACROBAT DC PRO - 1 YR	101-1004-43815	440.00
TURNER ELECTRIC MOTOR INC	81776	11/05/2020	LOVEJOY 110 SPIDER COUPLER ...	101-1009-44607	93.00
TURNER ELECTRIC MOTOR INC	81776	11/05/2020	LOVEJOY 1 5/8 COUPLER BODY	101-1009-44607	108.00
TURNER ELECTRIC MOTOR INC	81776	11/05/2020	LOVEJOY 1 3/8 COUPLER BODY	101-1009-44607	108.00
REED'S TIRE CENTER	8473	11/05/2020	245 55 R 18 BF GOODRICH TIRES	101-1007-47420	1,376.00
GRAINGER, INC.	9684847362	11/05/2020	RECTANGLE CHAIR MAT CLEAR	101-1007-44606	60.00
LASTING PAWS PET MEMORIAL ...	LC10391-I-0008	11/05/2020	ANIMAL CREMATION	101-1006-48599	551.70
SIERRA JOINT OFFICE ON AGING	102120	11/17/2020	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	12,500.00
TALON SEPTIC & POTTY SERVICE	111220	11/17/2020	OPEN PO/JULY-AUGUST-CLEAN...	101-1009-43465	3,400.00
EWING IRRIGATION	12521878,12620263,12892733,...	11/17/2020	MAXI-PAW-08 RAINBIRD POPUP	101-1009-44607	1,037.30
EWING IRRIGATION	12521878,12620263,12892733,...	11/17/2020	I25-04-SS-R HUNTER ULTRA 1IN...	101-1009-44607	1,373.18
EWING IRRIGATION	12521878,12620263,12892733,...	11/17/2020	I25-04-SS HUNTER ULTRA 1IN R...	101-1009-44607	1,235.48
AMAZON CAPITAL SERVICES, IN...	1PKC-YFMD-6MFR	11/17/2020	BUSH BUSINESS SERIES C 36W ...	101-1004-44613	133.64
AMAZON CAPITAL SERVICES, IN...	1PKC-YFMD-6MFR	11/17/2020	BUSH BUSINESS 2 DRAWER FILE...	101-1004-44613	249.68
AMAZON CAPITAL SERVICES, IN...	1PKC-YFMD-6MFR	11/17/2020	BUSH BUSINESS 3 DRAWER FILE...	101-1004-44613	258.00
AMAZON CAPITAL SERVICES, IN...	1PKC-YFMD-6MFR	11/17/2020	BUSH BUSINESS BOW FRONT D...	101-1004-44613	327.37
DOWNTOWN DECORATIONS, I...	30607	11/17/2020	SPOOL 1000' C-9 LIGHTLINE, SP...	101-1014-44607	349.00
DOWNTOWN DECORATIONS, I...	30607	11/17/2020	GREEN FEMALE VAMPIRE PLUGS	101-1014-44607	157.10
DOWNTOWN DECORATIONS, I...	30607	11/17/2020	GREEN MALE VAMPIRE PLUGS	101-1014-44607	12.50
DOWNTOWN DECORATIONS, I...	30607	11/17/2020	C-9 LED MULTI-COLORED FACE...	101-1014-44607	1,380.00
SIERRA VISTA HOSPITAL	31864C15467	11/17/2020	COLLECTION FEE FY20-21 OPEN...	101-1004-48599	125.00
NM BOARD OF VETERINARY M...	102020	11/20/2020	SHELTER LICENSE RENEWAL	101-1006-43770	150.00
TDS	11012020	11/20/2020	INTERNET SERVICE/PD OPEN PO...	101-1007-43775	155.00
TURTLEBACK PEST CONTROL, I...	11052020	11/20/2020	OPEN PO FOR PEST CONTROL S...	101-1014-43403	728.04
BANK OF AMERICA	110920	11/20/2020	SALES TAX	101-1014-44607	46.57
BANK OF AMERICA	110920	11/20/2020	HOLIDAY TIME WARM WHITE L...	101-1014-44607	605.52
BANK OF AMERICA	110920	11/20/2020	STERILITE 27 GAL. INDUSTRIAL ...	101-1014-44607	303.21
CITY UTILITIES	111320	11/20/2020	CITY LANDFILL BILLS/OPEN PO F...	101-1018-43780	735.06

## Expense Approval Report-EOM

Payable Dates: 11/4/2020 - 11/24/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPANY, I...	111920	11/20/2020	GAS BILLS/NM WORKFORCE C...	101-1018-43780	27.47
NEW MEXICO GAS COMPANY, I...	111920	11/20/2020	GAS BILLS/ANIMAL SHELTER	101-1018-43780	104.71
SHARE CORP.	143240	11/20/2020	VIRO STAT QTS	101-1009-44609	96.00
SHARE CORP.	143240	11/20/2020	SIMPLE GREEN SUPER CLEAN	101-1009-44609	109.20
SHARE CORP.	143240	11/20/2020	CENTER PULL TOWEL	101-1009-44609	137.56
SHARE CORP.	143240	11/20/2020	BTL W/SPRAYER	101-1009-44609	13.80
SHARE CORP.	143240	11/20/2020	24OZ MOP HEAD	101-1009-44609	19.04
SHARE CORP.	143240	11/20/2020	COWHIDE DRIVERS GLOVE	101-1009-44615	239.04
SHARE CORP.	143240	11/20/2020	7M GLOVE LATEX	101-1009-44615	192.70
SHARE CORP.	143240	11/20/2020	COWHIDE DRIVERS GLOVES	101-1009-44615	119.52
SHARE CORP.	143240	11/20/2020	RV236 VEST L-CLASS 3	101-1009-44615	118.80
SHARE CORP.	143240	11/20/2020	RV236 VEST M-CLASS 3	101-1009-44615	118.80
SHARE CORP.	143240	11/20/2020	VENTURE 11 SAFETY GLASSES	101-1009-44615	112.80
SUN VALLEY, INC.	154982/6	11/20/2020	WIRE BRUSH	101-1014-44607	17.16
SUN VALLEY, INC.	154982/6	11/20/2020	18 GALLON SHOP VAC	101-1014-44607	136.99
SUN VALLEY, INC.	154982/6	11/20/2020	SOLENOID KIT	101-1014-44607	109.90
SUN VALLEY, INC.	154982/6	11/20/2020	5 GALLON SHOP VAC	101-1014-44607	57.99
SUN VALLEY, INC.	154982/6	11/20/2020	SOLID DIGITAL VOLT TESTOR	101-1014-44607	48.99
SUN VALLEY, INC.	155035/6	11/20/2020	OPEN PO - FIELD SUPPLIES/OCT...	101-1009-44607	200.03
ALARM CONTROL TECHNOLOGI...	190996/190997	11/20/2020	MONTHLY ALARM MONITORING	101-1014-48599	53.94
REVIZE, LLC	2020/2021	11/20/2020	EMAIL SERVICE OPEN PO FY20/...	101-1018-43815	560.00
COOPERATIVE EDUCATIONAL S...	24-109508	11/20/2020	PER PHASE 2 - USDA STANDARDS	101-1010-48598	7,561.60
COOPERATIVE EDUCATIONAL S...	24-109556	11/20/2020	ENGINEERING SERVICES SEWER...	101-1010-48598	5,692.76
RU2 SYSTEMS, INC.	42265	11/20/2020	SWING DOWN JACK	101-1007-47420	78.50
B & H OIL CO.	50702	11/20/2020	UNLEADED FUEL - OPEN PO FY ...	101-1007-43316	1,984.08
B & H OIL CO.	50704	11/20/2020	UNLEADED FUEL/OPEN PO FY 2...	101-1012-43316	92.39
B & H OIL CO.	50710	11/20/2020	OPEN P.O. FOR UNLEADED FUEL	101-1014-43316	323.24
B & H OIL CO.	50711	11/20/2020	ULEADED FUEL PURCHASES	101-1009-43316	497.54
B & H OIL CO.	50711	11/20/2020	DIESEL FUEL PURCHASES	101-1009-43316	78.39
B & H OIL CO.	50712	11/20/2020	UNLEADED FUEL- OPEN PO FY 2...	101-1008-43316	389.02
SIERRA VETERINARY SERVICES,L...	56840/56897/57160/57211/57...	11/20/2020	VETERINARY SERVICES OPEN PO..	101-1006-48598	483.37
SIERRA VETERINARY SERVICES,L...	57330/57343/57388	11/20/2020	VETERINARY SERVICES OPEN PO..	101-1006-48598	302.43
SIERRA VETERINARY SERVICES,L...	57336	11/20/2020	EUTHANASIA SOLUTION 100 ML	101-1008-44607	85.00
REED'S TIRE CENTER	8511	11/20/2020	245 70 17 IRONMAN AT TIRES	101-1007-47420	520.00
REED'S TIRE CENTER	8512	11/20/2020	265 70 17 IRONMAN TIRES	101-1009-47420	552.00
LYNN'S LANDSCAPE	8705	11/20/2020	LABOR FOR PREPARATION AND ...	101-1009-80845	58,590.00
QUEST DIAGNOSTICS LAB, INC.	9188793962	11/20/2020	SCREENING & MRO FEE FY20-21..	101-1004-48599	652.80
QUEST DIAGNOSTICS LAB, INC.	9189257355	11/20/2020	SCREENING & MRO FEE FY20-21..	101-1004-48599	532.45
QUEST DIAGNOSTICS LAB, INC.	9189724136	11/20/2020	SCREENING & MRO FEE FY20-21..	101-1004-48599	272.00
INTERNAL SERVICE FUND	936355	11/20/2020	INTERNAL SERVICE- MAINTENA...	101-1003-43316	15.00
INTERNAL SERVICE FUND	936355	11/20/2020	INTERNAL SERVICE- MAINTENA...	101-1007-43316	75.00
INTERNAL SERVICE FUND	936355	11/20/2020	INTERNAL SERVICE- MAINTENA...	101-1007-47420	2.25
INTERNAL SERVICE FUND	936355	11/20/2020	INTERNAL SERVICE- MAINTENA...	101-1009-43316	19.25
INTERNAL SERVICE FUND	936355	11/20/2020	INTERNAL SERVICE- MAINTENA...	101-1009-47420	3.15
VERIZON WIRELESS	9865710011	11/20/2020	PHONE BILLS/OPEN PO FY 20/21	101-1001-43775	230.77
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	101-1001-41226	134.95
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	101-1002-41226	79.99
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	101-1003-41226	191.84
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	101-1004-41226	236.33
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	101-1006-41226	103.20
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	101-1007-41226	971.32
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	101-1008-41226	116.28
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	101-1009-41226	182.47
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	101-1010-41226	50.40
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	101-1011-41226	346.30
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	101-1012-41226	81.60
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	101-1014-41226	198.60
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	101-1016-41226	174.49
SIERRA COUNTY SENTINEL	106425,106339,106443,106394	11/24/2020	OPEN PO FOR FY 20/21 PUBLIC...	101-1001-43740	392.05
SIERRA COUNTY SENTINEL	106428,106393,106404	11/24/2020	HELP WANTED ADS FY20-21 - O...	101-1004-43740	198.73

## Expense Approval Report-EOM

Payable Dates: 11/4/2020 - 11/24/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINDSTREAM CORPORATION	112420	11/24/2020	PHONE BILLS/OPEN PO FY 20/21	101-1003-43775	113.07
CITY UTILITIES	112420	11/24/2020	CITY UTILITIES CYCLE A&B/OPEN..	101-1018-43780	2,761.66
VALLEY VET SUPPLY	14555395	11/24/2020	DURAMUNE MAX 5	101-1006-44607	405.00
VALLEY VET SUPPLY	14555395	11/24/2020	BRONCHI-SHIELD	101-1006-44607	397.90
VALLEY VET SUPPLY	14555417	11/24/2020	HOMEAGAIN PET MIRCOCHIP	101-1006-44607	234.99
TDS	NOV-DEC 2020 TDS	11/24/2020	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,574.57
<b>Fund 101 - General Total:</b>					<b>156,128.66</b>
<b>Fund: 201 - Corrections</b>					
ADMINISTRATIVE OFFICE OF	110420	11/04/2020	PAY DWI & COURT AUTO FEES ...	201-1903-45555	24.00
NM JUDICIAL EDUCATION CENT...	11042020	11/05/2020	PAY JUDICIAL FEES FY20/21 OP...	201-1903-45555	12.00
SIERRA COUNTY TREASURER	11012020	11/17/2020	PRISONER CARE OPEN PO FY20-...	201-1903-48710	1,520.00
<b>Fund 201 - Corrections Total:</b>					<b>1,556.00</b>
<b>Fund: 209 - Fire</b>					
CITY UTILITIES	110420	11/05/2020	CITY UTILITIES CYCLE C&D/OPEN..	209-1603-43780	231.15
MEGAHERTZ COMPUTER CONS...	36465	11/05/2020	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.25
SIERRA AUTO/CARQUEST	6016-273784	11/05/2020	VEHICLE BATTERY	209-1603-47420	105.09
BUDAGHER GENERATOR, INC	6143	11/05/2020	TRAVEL	209-1603-44613	184.13
BUDAGHER GENERATOR, INC	6143	11/05/2020	3 PHASE TRANSFER SWITCH CO...	209-1603-44613	2,444.85
BUDAGHER GENERATOR, INC	6143	11/05/2020	OVERNIGHT FREIGHT	209-1603-44613	100.00
BUDAGHER GENERATOR, INC	6143	11/05/2020	LABOR TO REPLACE ATS CONTR...	209-1603-44613	205.80
LYNN'S LANDSCAPE	8643	11/05/2020	COMPLETE CLEAN-UP NORTH S...	209-1603-47415	396.03
MUNICIPAL EMERGENCY SERVI...	IN1504892	11/05/2020	SEEK ITC GEAR KEEPER W/ALUM..	209-1603-44613	114.97
MUNICIPAL EMERGENCY SERVI...	IN1504892	11/05/2020	SEEK REVEAL FIRE PRO THERMAL	209-1603-44613	1,497.00
NEW MEXICO GAS COMPANY, I...	111920	11/20/2020	GAS BILLS/FIRE SOUTH STATION	209-1603-43780	58.84
NEW MEXICO GAS COMPANY, I...	111920	11/20/2020	GAS BILLS/FIRE STATION	209-1603-43780	42.71
WINDSTREAM CORPORATION	112420	11/24/2020	PHONE BILLS/OPEN POS FY 20/...	209-1603-43775	118.80
CITY UTILITIES	112420	11/24/2020	CITY UTILITIES CYCLE A&B/OPEN..	209-1603-43780	273.45
<b>Fund 209 - Fire Total:</b>					<b>5,827.07</b>
<b>Fund: 214 - Lodgers Tax</b>					
GERONIMO TRAIL SCENIC BYW...	11620	11/17/2020	OPEN PO FOR LODGERS TAX SE...	214-2503-48815	416.66
SIERRA COUNTY ARTS COUNCIL	101520	11/20/2020	OPEN PO FOR LODGERS TAX AD...	214-2503-47406	1,600.00
VETERANS MEMORIAL TRUST B...	111846818/111748433	11/20/2020	OPEN PO FOR LODGERS TAX AD...	214-2503-47406	579.24
<b>Fund 214 - Lodgers Tax Total:</b>					<b>2,595.90</b>
<b>Fund: 216 - Muni Street</b>					
SIERRA AUTO/CARQUEST	6016-272614	11/05/2020	CRIMPS	216-4503-47420	12.00
SIERRA AUTO/CARQUEST	6016-272614	11/05/2020	SYDR G25230-1216	216-4503-47420	29.87
SIERRA AUTO/CARQUEST	6016-272614	11/05/2020	SYDR FITTING G25239-1616	216-4503-47420	62.10
SIERRA AUTO/CARQUEST	6016-272614	11/05/2020	HYDRAULIC HOSE-BULK	216-4503-47420	38.13
SIERRA AUTO/CARQUEST	6016-273255	11/05/2020	RIGHT STUFF GASKET MAKER	216-4503-47420	26.86
SIERRA AUTO/CARQUEST	6016-273310	11/05/2020	COUPLING	216-4503-47420	5.26
SIERRA AUTO/CARQUEST	6016-273310	11/05/2020	AIR BRAKE HOSE	216-4503-47420	15.92
SHARE CORP.	150174	11/17/2020	PRIMO GLASS CLEANER	216-4503-44607	176.40
SHARE CORP.	150174	11/17/2020	TERIE CLOTH WIPES	216-4503-44607	177.27
BARTOO SAND & GRAVEL, INC.	M33784	11/17/2020	HOTMIX	216-4503-43550	9,200.80
SUN VALLEY, INC.	154959/6	11/20/2020	1/4x4 DRILL BIT	216-4503-43403	5.49
SUN VALLEY, INC.	154959/6	11/20/2020	30A FLUSH POWER RECEPTABLE	216-4503-43403	15.99
SUN VALLEY, INC.	154959/6	11/20/2020	30A OUT RECEP. CLOSURE	216-4503-43403	43.99
SUN VALLEY, INC.	154959/6	11/20/2020	NUTS & BOLTS	216-4503-43403	5.49
SUN VALLEY, INC.	154959/6	11/20/2020	3/4" 2HOLE EMT STRAP	216-4503-43403	1.49
SUN VALLEY, INC.	154959/6	11/20/2020	DISCOUNT	216-4503-43403	-3.35
B & H OIL CO.	50705/50679/50670/50547	11/20/2020	DIESEL FUEL PURCHASES OPEN ...	216-4503-43316	1,806.95
B & H OIL CO.	50705/50679/50670/50547	11/20/2020	UNLEADED FUEL PURCHASES O...	216-4503-43316	246.99
REED'S TIRE CENTER	8529	11/20/2020	TUBE FOR TIRE	216-4503-47420	20.00
REED'S TIRE CENTER	8529	11/20/2020	FLAT REPAIR(LABOR)	216-4503-47420	39.50
INTERNAL SERVICE FUND	936355	11/20/2020	INTERNAL SERVICE- MAINTENA...	216-4503-47420	1.00
SHARE CORP.	147845	11/24/2020	CONCRETE SETTER & HARDENER	216-4503-43550	840.00
PAVEMENT SEALANTS & SUPPLY	19241	11/24/2020	HIGH PERFORMANCE PERMAN...	216-4503-43550	4,556.20
<b>Fund 216 - Muni Street Total:</b>					<b>17,324.35</b>

## Expense Approval Report-EOM

Payable Dates: 11/4/2020 - 11/24/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 294 - State Library</b>					
OCLC, INC.	1000079593	11/20/2020	INTERLIBRARY LOAN SERVICE FY..	294-5003-60834	197.71
TDS	110120	11/20/2020	INTERNET SERVICE LIBRARY OP...	294-5003-48830	99.95
<b>Fund 294 - State Library Total:</b>					<b>297.66</b>
<b>Fund: 295 - Muni Pool</b>					
CITY UTILITIES	110420	11/05/2020	CITY UTILITIES CYCLE C&D/OPEN..	295-4803-43780	1,781.62
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	295-4803-41226	36.50
TDS	NOV-DEC 2020 TDS	11/24/2020	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	600.00
<b>Fund 295 - Muni Pool Total:</b>					<b>2,418.12</b>
<b>Fund: 303 - Vet Wall</b>					
WINDSTREAM CORPORATION	112420	11/24/2020	PHONE BILLS/OPEN PO FY 20/21	303-4703-43775	132.32
<b>Fund 303 - Vet Wall Total:</b>					<b>132.32</b>
<b>Fund: 403 - Pledge State</b>					
CAPITAL ONE PUBLIC FUNDING	0006414462	11/05/2020	CAPITAL ONE LOAN PMT INTER...	403-1203-90910	12,146.25
NEW MEXICO FINANCE AUTHOR..	110320	11/05/2020	NMFA TORC 2 LOAN PYMT	403-1203-12902	10,023.53
NEW MEXICO FINANCE AUTHOR..	110320	11/05/2020	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR..	110320	11/05/2020	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.77
NEW MEXICO FINANCE AUTHOR..	110320	11/05/2020	NMFA LOAN PYMT PPRF-4967	403-1203-12967	10,545.66
<b>Fund 403 - Pledge State Total:</b>					<b>41,004.79</b>
<b>Fund: 501 - Cemetary</b>					
CITY UTILITIES	112420	11/24/2020	CITY UTILITIES CYCLE A&B/OPEN..	501-1803-43780	249.09
<b>Fund 501 - Cemetary Total:</b>					<b>249.09</b>
<b>Fund: 502 - Util Office - Pool</b>					
CITY UTILITIES	110420	11/05/2020	CITY UTILITIES CYCLE C&D/OPEN..	502-3601-43780	336.60
SIERRA AUTO/CARQUEST	6016-272340	11/05/2020	ENGINE MOUNT FRONT LEFT &...	502-3601-47420	94.32
SIERRA AUTO/CARQUEST	6016-273695	11/05/2020	INT DOOR HANDLE	502-3601-47420	91.53
SIERRA COLLISION & TOWING	4215	11/17/2020	REPLACE/WELD LEFT DOOR	502-3601-47420	271.25
POSGUYS.COM	PG442249	11/17/2020	EPSON TM-H6000V MULTIFUN...	502-3601-44810	2,996.00
POSGUYS.COM	PG442249	11/17/2020	REPLACEMENT POWER SUPPLY ...	502-3601-44810	140.00
B & H OIL CO.	50706	11/20/2020	GAS/OIL/ OPEN PO FY 2020/21	502-3601-43316	189.38
INTERNAL SERVICE FUND	936355	11/20/2020	INTERNAL SERVICE- MAINTENA...	502-3601-47420	1.00
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	502-3601-41226	273.00
<b>Fund 502 - Util Office - Pool Total:</b>					<b>4,393.08</b>
<b>Fund: 503 - Electric</b>					
CITY UTILITIES	110420	11/05/2020	CITY UTILITIES CYCLE C&D/OPEN..	503-3702-43780	4,907.55
VILLAGE OF WILLIAMSBURG	110420	11/05/2020	FRANCHISE TAX FY20/21 OPEN ...	503-3702-45796	5,203.61
SIERRA ELECTRIC CO-OP, INC.	11062020	11/17/2020	POWER SERVICES- OPEN PO FY...	503-3702-50795	143,429.89
SSA SOLAR OF NM 4, LLC	401150	11/17/2020	POWER SERVICES- OPEN PO FY...	503-3702-50795	20,784.48
WESTERN UNITED ELECTRIC	6020197,6021652	11/17/2020	SHIELD	503-3702-44607	114.00
WESTERN UNITED ELECTRIC	6020197,6021652	11/17/2020	70W LED FIXTURE	503-3702-44607	4,653.00
WESTERN UNITED ELECTRIC	6020197,6021652	11/17/2020	DROP SHIELD	503-3702-44607	91.00
IRBY SUPPLY CO.	S012049507.001	11/17/2020	35 FT. CLASS 4 POLE	503-3702-44607	6,077.25
IRBY SUPPLY CO.	S012049507.001	11/17/2020	40 FT. CLASS 2 WOOD POLE	503-3702-44607	5,664.00
IRBY SUPPLY CO.	S012049507.001	11/17/2020	40 FT. CLASS 4 WOOD POLE	503-3702-44607	4,980.00
IRBY SUPPLY CO.	S012049507.001	11/17/2020	45 FT. CLASS 2 WOOD POLE	503-3702-44607	3,460.00
XEROX CORP.	011679116	11/20/2020	BASE CHARGE & METER USAGE...	503-3702-43465	31.15
TRIPLE H SOLAR, LLC	0237	11/20/2020	ENGINEERING SERVICES- OPEN ...	503-3702-48598	840.00
CITY UTILITIES	111320	11/20/2020	CITY LANDFILL BILLS/OPEN PO F..	503-3702-43780	35.34
REVIZE, LLC	2020/2021	11/20/2020	EMAIL SERVICE OPEN PO FY20/...	503-3702-43815	560.00
B & H OIL CO.	50709/50667/50650	11/20/2020	DIESEL FUEL- OPEN PO FY20/21	503-3702-43316	460.36
B & H OIL CO.	50709/50667/50650	11/20/2020	UNLEADED FUEL OPEN PO FY 2...	503-3702-43316	449.15
REED'S TIRE CENTER	8525	11/20/2020	TIRE REPAIR	503-3702-47420	12.98
LANDIS+GYR TECHNOLOGY, INC	90322401	11/20/2020	ONSITE COMMAND CENTER TR...	503-3702-80845	12,500.00
LANDIS+GYR TECHNOLOGY, INC	90322470	11/20/2020	TECH STUDIO ANNUAL MAINTEN...	503-3702-80845	220.00
LANDIS+GYR TECHNOLOGY, INC	90322470	11/20/2020	TECH STUDIO SOFTWARE LICEN...	503-3702-80845	1,100.00
INTERNAL SERVICE FUND	936355	11/20/2020	INTERNAL SERVICE- MAINTENA...	503-3702-47420	1.00
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	503-3702-41226	391.44
WESTERN AREA POWER ADMIN	JJPB1798A1020	11/20/2020	POWER SERVICES OPEN PO FY2...	503-3702-50795	48,781.31

## Expense Approval Report-EOM

Payable Dates: 11/4/2020 - 11/24/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY UTILITIES	112420	11/24/2020	CITY UTILITIES CYCLE A&B/OPEN...	503-3702-43780	324.23
ZIA ELECTRICAL PRODUCTS	17940	11/24/2020	METER RINGS	503-3702-44607	1,170.00
TRI-STATE GENERATION & TRA...	302769	11/24/2020	POWER SERVICE- OPEN PO FY2...	503-3702-50795	38,209.95
ZIA UTILITY SERVICES, LLC	4175	11/24/2020	CLASS 0 GLOVES SIZE 10	503-3702-44615	75.00
ZIA UTILITY SERVICES, LLC	4175	11/24/2020	SLEEVES TESTED	503-3702-44615	80.00
ZIA UTILITY SERVICES, LLC	4175	11/24/2020	GLOVES TESTED	503-3702-44615	168.00
ZIA UTILITY SERVICES, LLC	4175	11/24/2020	CLASS 2 18" GLOVES SIZE 9	503-3702-44615	235.00
ZIA UTILITY SERVICES, LLC	4175	11/24/2020	CLASS 2 MOLDED SLEEVES XL	503-3702-44615	730.00
SIERRA ELECTRIC CO-OP, INC.	531311232020	11/24/2020	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	564.65
VERIZON WIRELESS	9866240365	11/24/2020	PHONE BILLS/OPEN PO FY 20/21	503-3702-43775	50.10
TDS	NOV-DEC 2020 TDS	11/24/2020	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	600.00
<b>Fund 503 - Electric Total:</b>					<b>306,954.44</b>

## Fund: 504 - Water

TAXATION AND REVENUE	10152020	11/05/2020	WATER CONSERVATION FEE FY...	504-3803-43797	1,247.94
CITY UTILITIES	110420	11/05/2020	CITY UTILITIES CYCLE C&D/OPEN...	504-3803-43780	10,360.28
VILLAGE OF WILLIAMSBURG	110420	11/05/2020	FRANCHISE TAX FY20/21 OPEN ...	504-3803-45796	1,070.31
WESTERN OILFIELDS SUPPLY C...	1540014,1544771	11/05/2020	PUMP 4" HIGH HEAD HH 125 C	504-3803-43465	3,543.11
WESTERN OILFIELDS SUPPLY C...	1540014,1544771	11/05/2020	RENTAL PROTECTION PLAN	504-3803-43465	1,103.71
WESTERN OILFIELDS SUPPLY C...	1540014,1544771	11/05/2020	HOSE 6"X20' HD TANK TRUCK F...	504-3803-43465	1,103.71
STAPLES CONTRACT & COMME...	3459803863,3459446317,3459...	11/05/2020	DURACELL COPPERTOP AA ALK...	504-3803-44606	43.92
STAPLES CONTRACT & COMME...	3459803863,3459446317,3459...	11/05/2020	NXT TECHNOLOGIES ELECTRON...	504-3803-44606	29.99
STAPLES CONTRACT & COMME...	3459803863,3459446317,3459...	11/05/2020	DURACELL COPPERTOP ALKALI...	504-3803-44606	27.58
STAPLES CONTRACT & COMME...	3459803863,3459446317,3459...	11/05/2020	TEMPUR-PEDIC MESH BACK FA...	504-3803-44606	209.99
STAPLES CONTRACT & COMME...	3459803863,3459446317,3459...	11/05/2020	2021 AT-A-GLANCE 10.88' X 17...	504-3803-44606	20.72
STAPLES CONTRACT & COMME...	3459803863,3459446317,3459...	11/05/2020	SHARPIE S-GEL RETRACTABLE G...	504-3803-44606	16.32
STAPLES CONTRACT & COMME...	3459803863,3459446317,3459...	11/05/2020	TRU RED COPY PAPER 8.5 X 11' ...	504-3803-44606	31.30
STAPLES CONTRACT & COMME...	3459803863,3459446317,3459...	11/05/2020	TRU RED UNBREAKABLE 7- POC...	504-3803-44606	13.69
STAPLES CONTRACT & COMME...	3459803863,3459446317,3459...	11/05/2020	STAPLES TOPWINDER CORRECT...	504-3803-44606	5.63
STAPLES CONTRACT & COMME...	3459803863,3459446317,3459...	11/05/2020	SHARPIE S-GEL RETRACTABLE G...	504-3803-44606	44.04
STAPLES CONTRACT & COMME...	3459803863,3459446317,3459...	11/05/2020	OFFICEMATE MEDIUM CLIPS 1-...	504-3803-44606	1.92
STAPLES CONTRACT & COMME...	3459803863,3459446317,3459...	11/05/2020	DAT-TIMER AVALON SIMULATE...	504-3803-44606	69.99
STAPLES CONTRACT & COMME...	3459803863,3459446317,3459...	11/05/2020	2021 HOUSE OF DOOLITTLE 32' ...	504-3803-44606	14.29
SIERRA AUTO/CARQUEST	6016-273202	11/05/2020	SENSOR 315/433MHZ	504-3803-47420	34.29
STEVE BELL CONSTRUCTION	C17872	11/17/2020	2' BERM AROUND PUMP BUILD...	504-3803-47415	3,797.50
DPC INDUSTRIES, INC.	DE74000721-20	11/17/2020	MONTHLY CHLORINE AND DE...	504-3803-43465	50.00
CITY UTILITIES	111320	11/20/2020	CITY LANDFILL BILLS/OPEN PO F...	504-3803-43780	6.00
SUN VALLEY, INC.	155141	11/20/2020	UNSTOCKED FIELD SUPPLIES OC...	504-3803-44607	46.60
SUN VALLEY, INC.	155251	11/20/2020	PALLET OF CONCRETE	504-3803-44607	199.10
REVIZE, LLC	2020/2021	11/20/2020	EMAIL SERVICE OPEN PO FY20/...	504-3803-43815	560.00
BAKER UTILITY SUPPLY CORP.	27884/279916/282114	11/20/2020	BRASS STRAIGHT COUPLING 1" ...	504-3803-44607	203.12
BAKER UTILITY SUPPLY CORP.	27884/279916/282114	11/20/2020	FIBRE METER GASKET	504-3803-44607	36.00
BAKER UTILITY SUPPLY CORP.	27884/279916/282114	11/20/2020	2" HYMAX COUPLING	504-3803-44607	466.24
BAKER UTILITY SUPPLY CORP.	27884/279916/282114	11/20/2020	BRASS CURB STOP	504-3803-44607	506.79
BAKER UTILITY SUPPLY CORP.	27884/279916/282114	11/20/2020	FULL CIRCLE BAND CLAMPS 4.45...	504-3803-44607	680.40
BAKER UTILITY SUPPLY CORP.	27884/279916/282114	11/20/2020	CT ADAPTER 3X3 CI AND PVC	504-3803-44607	157.50
B & H OIL CO.	50708/50646/50539	11/20/2020	DIESEL FUEL	504-3803-43316	511.97
B & H OIL CO.	50708/50646/50539	11/20/2020	UNLEADED FUEL/ OIL	504-3803-43316	541.53
REED'S TIRE CENTER	8518	11/20/2020	BACKHOE TIRE REPAIR	504-3803-47420	27.05
INTERNAL SERVICE FUND	936355	11/20/2020	INTERNAL SERVICE- MAINTENA...	504-3803-43316	15.00
INTERNAL SERVICE FUND	936355	11/20/2020	INTERNAL SERVICE- MAINTENA...	504-3803-47420	12.61
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	504-3803-41226	164.40
PURE OPERATIONS, LLC	NI204022	11/20/2020	ANNUAL WATER METER TESTI...	504-3803-47425	16.28
CITY UTILITIES	112420	11/24/2020	CITY UTILITIES CYCLE A&B/OPEN...	504-3803-43780	742.57
TDS	NOV-DEC 2020 TDS	11/24/2020	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	600.00
<b>Fund 504 - Water Total:</b>					<b>28,333.39</b>

## Fund: 505 - Solid Waste

CITY UTILITIES	110420	11/05/2020	CITY UTILITIES CYCLE C&D/OPEN...	505-3904-43780	8,971.22
VILLAGE OF WILLIAMSBURG	110420	11/05/2020	FRANCHISE TAX FY20/21 OPEN ...	505-3904-45796	1,429.25
BORDER TIRE, LLC	3005452	11/05/2020	93022029 0 11R225 SPREAD AX...	505-3904-47420	1,632.00
SIERRA AUTO/CARQUEST	6016-272611	11/05/2020	FITTINGS	505-3904-47420	26.46

## Expense Approval Report-EOM

Payable Dates: 11/4/2020 - 11/24/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	6016-272611	11/05/2020	CRIMPS	505-3904-47420	12.00
SIERRA AUTO/CARQUEST	6016-272751	11/05/2020	8G-8FFORX (FITTINGS)	505-3904-47420	11.47
SIERRA AUTO/CARQUEST	6016-272751	11/05/2020	CRIMPS	505-3904-47420	12.00
SIERRA AUTO/CARQUEST	6016-272751	11/05/2020	8G-8MFFOR (FITTINGS)	505-3904-47420	11.40
SIERRA AUTO/CARQUEST	6016-272751	11/05/2020	HYDRAULIC HOSE-BULK	505-3904-47420	11.04
SIERRA AUTO/CARQUEST	6016-272956	11/05/2020	E6 FOOT VALVE	505-3904-47420	52.69
SIERRA AUTO/CARQUEST	6016-273630	11/05/2020	HYDRAULIC HOSE-BULK	505-3904-47420	20.70
SIERRA AUTO/CARQUEST	6016-273630	11/05/2020	SLEAVE	505-3904-47420	12.99
SIERRA AUTO/CARQUEST	6016-273630	11/05/2020	CRIMPS	505-3904-47420	12.00
SIERRA AUTO/CARQUEST	6016-273630	11/05/2020	FFORX(CONNECTORS)	505-3904-47420	11.47
SIERRA AUTO/CARQUEST	6016-273630	11/05/2020	SYDR FITTING	505-3904-47420	13.23
SIERRA AUTO/CARQUEST	6016-273696	11/05/2020	EXTRA MORRORS FOR TRASH T...	505-3904-47420	35.76
REED'S TIRE CENTER	8495	11/05/2020	235 80 R16 HERCULES TIRES	505-3904-47420	226.00
WAGNER EQUIPMENT CO.	P10C0789433	11/05/2020	WEAR PADS	505-3904-47420	547.92
CITY OF LAS CRUCES	75183	11/17/2020	SCSWA FY 2020-2021 OPEN PO	505-3904-45601	32,174.35
CITY UTILITIES	111320	11/20/2020	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	22,464.00
NEW MEXICO GAS COMPANY, I...	111920	11/20/2020	GAS BILLS/RECYCLE CENTER	505-3904-43780	53.20
TALON SEPTIC & POTTY SERVICE	12-OCT-20	11/20/2020	RENTAL OF HANDWASHING ST...	505-3904-43465	150.00
REVIZE, LLC	2020/2021	11/20/2020	EMAIL SERVICE OPEN PO FY20/...	505-3904-43815	560.00
B & H OIL CO.	50703	11/20/2020	DIESEL FUEL OPEN PO FY20-21	505-3904-43316	2,263.72
B & H OIL CO.	50703	11/20/2020	UNLEADED FUEL OPEN PO FY20...	505-3904-43316	364.30
INTERNAL SERVICE FUND	936355	11/20/2020	INTERNAL SERVICE- MAINTENA...	505-3904-47420	2.00
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	505-3904-41226	456.00
FRONTERA RADIATORS & PARTS..	LC-1486293	11/20/2020	INTERNATIONAL/NAVISTAR RAD..	505-3904-47420	1,200.00
REED'S TIRE CENTER	8551	11/24/2020	IRONMAN AT10PLY TIRES	505-3904-47420	540.00
TDS	NOV-DEC 2020 TDS	11/24/2020	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	600.00
				<b>Fund 505 - Solid Waste Total:</b>	<b>73,877.17</b>

## Fund: 506 - WWTP

AQSEPTENCE GROUP, INC	90211305	11/04/2020	BUSCH RC0400	506-4005-47430	22,176.51
CITY UTILITIES	110420	11/05/2020	CITY UTILITIES CYCLE C&D/OPEN..	506-4005-43780	8,230.28
HALL ENVIRONMENTAL ANALYS...	2010754	11/05/2020	BOD	506-4005-48598	110.00
HALL ENVIRONMENTAL ANALYS...	2010754	11/05/2020	ACRYLONITRILE	506-4005-48598	90.00
HALL ENVIRONMENTAL ANALYS...	2010754	11/05/2020	CADMIUM	506-4005-48598	35.00
HALL ENVIRONMENTAL ANALYS...	2010754	11/05/2020	TAX ON LABOR 7.875% (ALBUQ...	506-4005-48598	18.51
HALL ENVIRONMENTAL ANALYS...	2010b00,2010A04	11/05/2020	CADMIUM	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2010b00,2010A04	11/05/2020	TAX ON LABOR 7.875% (ALBUQ...	506-4005-48598	38.20
HALL ENVIRONMENTAL ANALYS...	2010b00,2010A04	11/05/2020	ACRYLONITRILE	506-4005-48598	270.00
HALL ENVIRONMENTAL ANALYS...	2010b00,2010A04	11/05/2020	BOD	506-4005-48598	110.00
INTEGRATION & CONTROL SOL...	20-228	11/05/2020	PANEL FOR MIMS VAC STATION	506-4005-43403	41,622.90
INTEGRATION & CONTROL SOL...	20-232	11/05/2020	KPSI TRANSDUCER FOR ARMIJO...	506-4005-44613	3,605.95
SIERRA AUTO/CARQUEST	6016-272334	11/05/2020	FUEL PUMP MODULE	506-4005-47420	270.99
SIERRA AUTO/CARQUEST	6016-272339	11/05/2020	BATTERY-SILVER	506-4005-47420	113.46
SIERRA AUTO/CARQUEST	6016-273586	11/05/2020	TRAILER HITCH BSHING	506-4005-44607	17.43
SIERRA AUTO/CARQUEST	6016-273626	11/05/2020	AIR FILTER	506-4005-47420	13.77
SIERRA AUTO/CARQUEST	6016-273626	11/05/2020	OIL FILTER LD	506-4005-47420	4.73
INTEGRATED TECHNOLOGIES G...	7011	11/05/2020	MS OFFICE 365 APPS 1 YR FOR ...	506-4005-43815	198.00
HALL ENVIRONMENTAL ANALYS...	2010D03,2010C53	11/17/2020	ACRYLONITRILE	506-4005-48598	270.00
HALL ENVIRONMENTAL ANALYS...	2010D03,2010C53	11/17/2020	BOD	506-4005-48598	110.00
HALL ENVIRONMENTAL ANALYS...	2010D03,2010C53	11/17/2020	CADMIUM	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2010D03,2010C53	11/17/2020	TAX ON LABOR 7.875% (ALBUQ...	506-4005-48598	38.20
HALL ENVIRONMENTAL ANALYS...	2011240	11/17/2020	TAX ON LABOR 7.875% (ALBUQ...	506-4005-48598	19.69
HALL ENVIRONMENTAL ANALYS...	2011240	11/17/2020	CADMIUM	506-4005-48598	70.00
HALL ENVIRONMENTAL ANALYS...	2011240	11/17/2020	ACRYLONITRILE	506-4005-48598	180.00
JAMES, COOKE & HOBSON, INC.	230699	11/17/2020	FLYGT PUMP 3102.060-0708	506-4005-80810	16,540.00
MESILLA VALLEY FOOT CARE PH...	350	11/17/2020	STEEL TOE SAFETY WORK BOOT...	506-4005-44615	190.00
CITY UTILITIES	111320	11/20/2020	CITY LANDFILL BILLS/OPEN PO F...	506-4005-43780	1,601.80
SUN VALLEY, INC.	155369/6	11/20/2020	UNSTOCKED FIELD SUPPLIES OC...	506-4005-44607	257.26
REVIZE, LLC	2020/2021	11/20/2020	EMAIL SERVICE OPEN PO FY20/...	506-4005-43815	560.00
B & H OIL CO.	50707	11/20/2020	DIESEL FUEL	506-4005-43316	33.26
B & H OIL CO.	50707	11/20/2020	UNLEADED FUEL & OIL	506-4005-43316	541.64

## Expense Approval Report-EOM

Payable Dates: 11/4/2020 - 11/24/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DPC INDUSTRIES, INC.	74700254820	11/20/2020	CAL-HYPO(CHLORINE TABLETS) ...	506-4005-44605	2,620.50
INTERNAL SERVICE FUND	936355	11/20/2020	INTERNAL SERVICE- MAINTENA...	506-4005-43316	57.50
INTERNAL SERVICE FUND	936355	11/20/2020	INTERNAL SERVICE- MAINTENA...	506-4005-47420	12.86
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	506-4005-41226	272.43
CITY UTILITIES	112420	11/24/2020	CITY UTILITIES CYCLE A&B/OPEN..	506-4005-43780	300.07
TDS	NOV-DEC 2020 TDS	11/24/2020	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	600.00
<b>Fund 506 - WWTP Total:</b>					<b>101,410.94</b>

## Fund: 508 - Golf Course

BANK OF AMERICA	1883-2057	11/04/2020	VIRTUAL SEMINAR FOR BART RI...	508-4303-42720	750.00
SIERRA AUTO/CARQUEST	6016-272619	11/05/2020	O RING SET	508-4303-47420	21.99
SIERRA AUTO/CARQUEST	6016-272619	11/05/2020	JUMPER CABLES	508-4303-47420	39.99
SIERRA AUTO/CARQUEST	6016-272619	11/05/2020	SEAFOAM, FUEL ADDITIVE	508-4303-47420	16.56
SIERRA AUTO/CARQUEST	6016-272619	11/05/2020	SLIME FOR TIRES	508-4303-47420	58.84
SIERRA AUTO/CARQUEST	6016-272619	11/05/2020	SILVER BATTERY	508-4303-47420	113.46
SIERRA AUTO/CARQUEST	6016-272619	11/05/2020	DIESEL CLEANER ADDITIVE	508-4303-47420	10.30
SIERRA AUTO/CARQUEST	6016-272619	11/05/2020	CHANNEL LOCKS	508-4303-47420	43.99
SIERRA AUTO/CARQUEST	6016-272619	11/05/2020	ANGLED PLIERS	508-4303-47420	21.51
SIERRA AUTO/CARQUEST	6016-272619	11/05/2020	DIESEL CAN	508-4303-47420	13.97
SIERRA AUTO/CARQUEST	6016-272619	11/05/2020	SCREWDRIVERS	508-4303-47420	12.99
SIERRA AUTO/CARQUEST	6016-272619	11/05/2020	BRAKE CLEANER	508-4303-47420	2.62
SIERRA AUTO/CARQUEST	6016-272619	11/05/2020	WD 40	508-4303-47420	7.78
SIERRA AUTO/CARQUEST	6016-272619	11/05/2020	XTRACLEAR TAPE	508-4303-47420	9.14
SIERRA AUTO/CARQUEST	6016-272619	11/05/2020	LONG PLIERS	508-4303-47420	21.51
SIERRA AUTO/CARQUEST	6016-272620	11/05/2020	LAWN/GARDEN BATTERY	508-4303-47420	49.35
SIERRA AUTO/CARQUEST	6016-272620	11/05/2020	WHEEL CHARGER 6/12V - BATT...	508-4303-47420	147.83
SIERRA AUTO/CARQUEST	6016-272620	11/05/2020	SILVER BATTERY	508-4303-47420	113.46
SIERRA AUTO/CARQUEST	6016-272620	11/05/2020	LOCK CYLINDER	508-4303-47420	27.63
TRACTOR SUPPLY COMPANY	102620	11/20/2020	LANDSCAPE RAKE 6FT	508-4303-47415	649.99
TRACTOR SUPPLY COMPANY	102620	11/20/2020	BOX BLADE 5FT	508-4303-47415	799.99
TRACTOR SUPPLY COMPANY	102620	11/20/2020	REAR BLADE 6FT	508-4303-47415	429.99
NEW MEXICO STATE ALCOHOL ...	2020/2021	11/20/2020	SUNDAY SALES FEE	508-4303-43770	100.00
NEW MEXICO STATE ALCOHOL ...	2020/2021	11/20/2020	2020/2021 ANNUAL RENEWAL ...	508-4303-43770	1,300.00
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	508-4303-41226	60.10
CITY UTILITIES	112420	11/24/2020	CITY UTILITIES CYCLE A&B/OPEN..	508-4303-43780	1,088.69
REED'S TIRE CENTER	8466	11/24/2020	SLIME FOR LEAK	508-4303-47420	14.00
REED'S TIRE CENTER	8466	11/24/2020	TIRES FOR JOHN DEERE AERAT...	508-4303-47420	126.00
REED'S TIRE CENTER	8466	11/24/2020	TIRE DISPOSAL	508-4303-47420	4.00
TDS	NOV-DEC 2020 TDS	11/24/2020	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	600.00
<b>Fund 508 - Golf Course Total:</b>					<b>6,655.68</b>

## Fund: 509 - Muni Airport

SUN VALLEY, INC.	0154976/6	11/20/2020	1/4"/1" BOLT BOX OF 100	509-4403-44607	11.49
SUN VALLEY, INC.	0154976/6	11/20/2020	1/4" NUT BOX OF 100	509-4403-44607	6.79
SUN VALLEY, INC.	0154976/6	11/20/2020	1/4" FLAT WASHER BOX OF 100	509-4403-44607	3.89
SUN VALLEY, INC.	0154976/6	11/20/2020	1/4" LOCK WASHER BOX OF 100	509-4403-44607	3.69
SIERRA ELECTRIC CO-OP, INC.	110320	11/20/2020	AIRPORT UTILITIES OPEN PO FY ...	509-4403-43780	944.94
REED'S TIRE CENTER	8538	11/20/2020	FLAT REPAIR/TUBE/SLIME	509-4403-47420	32.29
NM RETIREE HEALTH CARE	998343	11/20/2020	RETIREE HEALTHCARE PPE 2020...	509-4403-41226	72.00
WINDSTREAM CORPORATION	112420	11/24/2020	PHONE BILLS/OPEN PO FY 20/21	509-4403-43775	324.17
<b>Fund 509 - Muni Airport Total:</b>					<b>1,399.26</b>

## Fund: 600 - Internal Serv

SIERRA AUTO/CARQUEST	6016-272612	11/05/2020	3/8" X 50' AIR HOSE	600-7003-47420	51.75
SIERRA AUTO/CARQUEST	6016-273628	11/05/2020	BATTERY SILVER 2YRS	600-7003-44607	128.49
SIERRA AUTO/CARQUEST	6016-273628	11/05/2020	BATTERY-FT 1YR	600-7003-44607	125.11
SIERRA AUTO/CARQUEST	6016-273628	11/05/2020	BATTERY-SILVER 2YRS	600-7003-44607	118.39
<b>Fund 600 - Internal Serv Total:</b>					<b>423.74</b>

Grand Total: 750,981.66

## Report Summary

## Fund Summary

Fund	Payment Amount
101 - General	156,128.66
201 - Corrections	1,556.00
209 - Fire	5,827.07
214 - Lodgers Tax	2,595.90
216 - Muni Street	17,324.35
294 - State Library	297.66
295 - Muni Pool	2,418.12
303 - Vet Wall	132.32
403 - Pledge State	41,004.79
501 - Cemetary	249.09
502 - Util Office - Pool	4,393.08
503 - Electric	306,954.44
504 - Water	28,333.39
505 - Solid Waste	73,877.17
506 - WWTP	101,410.94
508 - Golf Course	6,655.68
509 - Muni Airport	1,399.26
600 - Internal Serv	423.74
<b>Grand Total:</b>	<b>750,981.66</b>

## Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	6,074.35
101-1000-60725	GRANTS TO SUB-RECIPIE...	12,500.00
101-1001-41226	RETIREE INSURANCE-OFF ...	134.95
101-1001-43740	PRINTING/PUBLISHING	392.05
101-1001-43775	TELEPHONE	230.77
101-1001-44606	OFFICE SUPPLIES	635.92
101-1002-41226	RETIREE INSURANCE-MUN..	79.99
101-1002-60576	Grant Expenses/JAF GRA...	275.00
101-1003-41226	RETIREE INSURANCE-OFF ...	191.84
101-1003-43316	GAS & OIL	15.00
101-1003-43775	TELEPHONE	113.07
101-1003-47420	MAINTENANCE VEHICLE/...	15.50
101-1004-41226	RETIREE INSURANCE-ADM...	236.33
101-1004-43740	PRINTING/PUBLISHING	198.73
101-1004-43815	SOFTWARE LIC/SOFTWAR...	440.00
101-1004-44606	OFFICE SUPPLIES	260.44
101-1004-44613	NON-CAPITAL ITEMS	968.69
101-1004-48599	OTHER CONTRACTUAL SE...	1,582.25
101-1006-41226	RETIREE INSURANCE-COD...	103.20
101-1006-42720	EMPLOYEE TRAINING-CO...	484.56
101-1006-43770	SUBSCRIPTION & DUES	150.00
101-1006-44607	FIELD SUPP-CODE ENF/AN...	1,579.17
101-1006-48598	PROFESSIONAL SERVICES	785.80
101-1006-48599	OTHER CONTRACTUAL SE...	551.70
101-1007-41226	RETIREE INSURANCE-POLI...	971.32
101-1007-43316	GAS & OIL	2,059.08
101-1007-43775	TELEPHONE	155.00
101-1007-43815	SOFTWARE	220.00
101-1007-44606	OFFICE SUPPLIES	60.00
101-1007-47420	MAINTENANCE VEHICLE/...	2,798.95
101-1008-41226	RETIREE INSURANCE-COD...	116.28
101-1008-43316	GAS & OIL	389.02
101-1008-44607	FIELD SUPP-CODE ENF/AN...	147.45
101-1009-41226	RETIREE INSURANCE-MUN..	182.47
101-1009-43316	GAS & OIL	595.18



## Account Summary

Account Number	Account Name	Payment Amount
101-1009-43465	RENT OF EQUIPMENT	3,400.00
101-1009-44607	FIELD SUPPLIES-MUNI RE...	4,154.99
101-1009-44609	RECREATION SUPPLIES-M...	375.60
101-1009-44613	NON-CAPITAL ITEMS	11,494.53
101-1009-44615	SAFETY EQUIPMENT	901.66
101-1009-47415	MAINTENANCE-GROUNDS	900.00
101-1009-47420	MAINTENANCE VEHICLE/...	707.12
101-1009-80845	CAPITAL IMPROVEMENTS	58,590.00
101-1010-41226	RETIREE INSURANCE-BUIL...	50.40
101-1010-48598	PROFESSIONAL SERVICES	14,383.39
101-1011-41226	RETIREE INSURANCE-STRE...	346.30
101-1012-41226	RETIREE INSURANCE-FLEE...	81.60
101-1012-43316	GAS & OIL	92.39
101-1014-41226	RETIREE INSURANCE-FACI...	198.60
101-1014-43316	GAS & OIL	323.24
101-1014-43403	REGULAR BUILDING MAI...	5,651.50
101-1014-44607	FIELD SUPPLIES-FACILITY ...	3,224.93
101-1014-47420	MAINTENANCE-VEHICLE/...	262.00
101-1014-48599	OTHER CONTRACTUAL SE...	53.94
101-1016-41226	RETIREE INSURANCE-LIBR...	174.49
101-1018-43780	UTILITIES	14,507.92
101-1018-43815	SOFTWARE LIC/SOFTWAR...	560.00
201-1903-45555	DO NOT USE Miscellaneu...	36.00
201-1903-48710	CARE OF PRISONERS-COR...	1,520.00
209-1603-43775	TELEPHONE	173.05
209-1603-43780	UTILITIES	606.15
209-1603-44613	NON-CAPITAL ITEMS	4,546.75
209-1603-47415	MAINTENANCE - GROUN...	396.03
209-1603-47420	MAINTENANCE VEHICLE/...	105.09
214-2503-47406	PROMOTIONAL/ADVERTIS...	2,179.24
214-2503-48815	SERVICE CONTRACTS-LO...	416.66
216-4503-43316	GAS & OIL	2,053.94
216-4503-43403	REGULAR BUILDING MAI...	69.10
216-4503-43550	ROADWAY MAINTENANCE	14,597.00
216-4503-44607	FIELD SUPPLIES-STREETS	353.67
216-4503-47420	MAINT.VEHICLE/FURN/E...	250.64
294-5003-48830	LIBRARY ACQUISITION (B...	99.95
294-5003-60834	STATE LIBRARY GRANT-ST...	197.71
295-4803-41226	RETIREE INSURANCE-MUN...	36.50
295-4803-43780	UTILITIES-MUNI POOL	2,381.62
303-4703-43775	TELEPHONE	132.32
403-1203-12902	CWPA TORC 2 OPERATING	10,023.53
403-1203-12918	CWPA TORC 18 OPERATI...	690.58
403-1203-12919	CWPA TORC 19 OPERATI...	7,598.77
403-1203-12967	PPRF-4967 OPERATING	10,545.66
403-1203-90910	DEBT SERVICE INTEREST	12,146.25
501-1803-43780	UTILITIES	249.09
502-3601-41226	RETIREE INSURANCE-UTIL...	273.00
502-3601-43316	GAS & OIL	189.38
502-3601-43780	UTILITIES	336.60
502-3601-44810	EQUIPMENT & MACHINE	3,136.00
502-3601-47420	MAINTENANCE-VEHICLE/...	458.10
503-3702-41226	RETIREE INSURANCE-ELEC...	391.44
503-3702-43316	GAS & OIL	909.51
503-3702-43465	RENT OF EQUIPMENT	31.15
503-3702-43775	TELEPHONE	50.10
503-3702-43780	UTILITIES	6,431.77
503-3702-43815	SOFTWARE LIC/SOFTWAR...	560.00

## Account Summary

Account Number	Account Name	Payment Amount
503-3702-44607	FIELD SUPPLIES	26,209.25
503-3702-44615	SAFETY EQUIPMENT	1,288.00
503-3702-45796	FRANCHISE TAX-ELECTRIC...	5,203.61
503-3702-47420	MAINTENANCE-VEHICLE/...	13.98
503-3702-48598	PROFESSIONAL SERVICES	840.00
503-3702-50795	WHOLESALE POWER COS...	251,205.63
503-3702-80845	OTHER CAPITAL PURCHAS...	13,820.00
504-3803-41226	RETIREE INSURANCE-WAT...	164.40
504-3803-43316	GAS & OIL	1,068.50
504-3803-43465	RENT OF EQUIPMENT	5,800.53
504-3803-43780	UTILITIES	11,708.85
504-3803-43797	WATER CONSERVATION-...	1,247.94
504-3803-43815	SOFTWARE LIC/SOFTWAR...	560.00
504-3803-44606	OFFICE SUPPLIES	529.38
504-3803-44607	FIELD SUPPLIES-WATER D...	2,295.75
504-3803-45796	FRANCHISE TAX-WATER D...	1,070.31
504-3803-47415	MAINTENANCE-GROUNDS...	3,797.50
504-3803-47420	MAINTENANCE-VEHICLE/...	73.95
504-3803-47425	OTHER MAINT-WATER M...	16.28
505-3904-41226	RETIREE INSURANCE-SOLI...	456.00
505-3904-43316	GAS & OIL	2,628.02
505-3904-43465	RENT OF EQUIPMENT	150.00
505-3904-43780	UTILITIES	9,624.42
505-3904-43815	SOFTWARE LIC/SOFTWAR...	560.00
505-3904-45601	WASTE DISPOSAL	54,638.35
505-3904-45796	FRANCHISE TAX	1,429.25
505-3904-47420	MAINTENANCE-VEHICLE/...	4,391.13
506-4005-41226	RETIREE INSURANCE-WAS...	272.43
506-4005-43316	GAS & OIL	632.40
506-4005-43403	REGULAR BUILDING MAI...	41,622.90
506-4005-43780	UTILITIES	10,732.15
506-4005-43815	SOFTWARE LIC/SOFTWAR...	758.00
506-4005-44605	CHEMICALS/LABORATORY...	2,620.50
506-4005-44607	FIELD SUPPLIES-WASTEW...	274.69
506-4005-44613	NON-CAPITAL ITEMS	3,605.95
506-4005-44615	SAFETY EQUIPMENT	190.00
506-4005-47420	MAINTENANCE-VEHICLE/...	415.81
506-4005-47430	EMERGENCY REPAIRS	22,176.51
506-4005-48598	PROFESSIONAL SERVICES	1,569.60
506-4005-80810	OTHER CAPITAL EQUIPM...	16,540.00
508-4303-41226	RETIREE INSURANCE	60.10
508-4303-42720	EMPLOYEE TRAINING	750.00
508-4303-43770	SUBSCRIPTION & DUES	1,400.00
508-4303-43775	TELEPHONE	600.00
508-4303-43780	UTILITIES	1,088.69
508-4303-47415	MAINTENANCE-GROUNDS	1,879.97
508-4303-47420	MAINTENANCE VEHICLE/...	876.92
509-4403-41226	RETIREE INSURANCE-AIR...	72.00
509-4403-43775	TELEPHONE	324.17
509-4403-43780	UTILITIES	944.94
509-4403-44607	FIELD SUPPLIES	25.86
509-4403-47420	MAINTENANCE VEH/EQUI...	32.29
600-7003-44607	FIELD SUPPLIES	371.99
600-7003-47420	MAINTENANCE-VEHICLE/...	51.75
Grand Total:		750,981.66

Project Account Summary

Project Account Key  
\*\*None\*\*

Grand Total:

Payment Amount
750,981.66
<u>750,981.66</u>

**Accounts Payable Transfer Sheet - 20-21 FY**
**Post Date Ending: 11/05/20,11/17/20,11/20/20,11/24/20**

<u>Fund</u>	<u>Fund Description</u>	<u>Fund Totals</u>				<u>GRAND TOTAL</u>	<u>Fund Numbers</u>
		11/5/2020	11/17/2020	11/20/2020	11/24/2020	TRANSFERS	
101	General	\$37,293.84	\$22,538.25	\$87,218.60	\$9,077.97	\$156,128.66	101
201	Local Government Corrections	\$36.00	\$1,520.00			\$1,556.00	201
209	State Fire	\$5,333.27		\$101.55	\$392.25	\$5,827.07	209
211	Law Enforcement Protection						211
214	Lodger's Tax		\$416.66	\$2,179.24		\$2,595.90	214
216	Street Renovation	\$190.14	\$9,554.47	\$2,183.54	\$5,396.20	\$17,324.35	216
217	Municipal Recreation						217
292	Federal Seizure Share					\$0.00	292
293	Veterans Wall Perpetual						293
294	State Library			\$297.66		\$297.66	294
295	Municipal Pool	\$1,781.62		\$36.50	\$600.00	\$2,418.12	295
296	PD-GRT Fund						296
298	PD-Donations						298
302	Electrical Construction						302
303	Veterans Memorial				\$132.32	\$132.32	303
304	SJOA - Grants						304
305	Capital Improvement General						305
306	Capitail Improvement Joint Utility						306
307	Golf Course Improvements						307
308	USDA -Sweeper						308
309	USDA-Wastewater						309
310	R&R-Emergency						310
311	R&R-Sewer						311
312	R&R-Airport						312
313	R&R-Water						313
314	CDBG - Grant						314
403	Pledge State Tax	\$41,004.79				\$41,004.79	403
501	Cemetery				\$249.09	\$249.09	501
502	Utility Office	\$522.45	\$3,407.25	\$463.38		\$4,393.08	502
503	Electric Dept	\$10,111.16	\$189,253.62	\$65,382.73	\$42,206.93	\$306,954.44	503
504	Water Dept	\$18,992.73	\$3,847.50	\$4,150.59	\$1,342.57	\$28,333.39	504
505	Solid Waste	\$13,049.60	\$32,174.35	\$27,513.22	\$1,140.00	\$73,877.17	505
506	WasteWater	\$77,030.73	\$17,522.89	\$5,957.25	\$900.07	\$101,410.94	506
507	Solid Waste Landfill/Collection						507
508	Golf Course	\$1,482.92		\$3,340.07	\$1,832.69	\$6,655.68	508
509	Municipal Airport			\$1,075.09	\$324.17	\$1,399.26	509
600	Internal Service Fund	\$423.74				\$423.74	600
700	PD Bond						700

<b>Grand Total-Accounts Payable</b>	<b>\$207,252.99</b>	<b>\$280,234.99</b>	<b>\$199,899.42</b>	<b>\$63,594.26</b>	<b>\$0.00</b>	<b>\$750,981.66</b>
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# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: December 16, 2020

Agenda Item #: F.1

**SUBJECT:** Resolution 28 20/21 Loan/Grant Agreement and closing documents for the Road and Drainage Improvements for MSD Waterlines. Colonias Grant/Loan to Truth or Consequences – NMFA CIF-5192.

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** December 9, 2020

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** City Manager Madrid

**Summary/Background:**

City Commission accepted and approved NMFA Colonias Infrastructure Project Fund Award on 8/12/2020 of 10% loan in the amount of \$100,000.00, and a 90% grant in the amount of \$900,000.00 for Road and Drainage Improvements for MSD Waterlines. These are the required Loan/grant Agreement and closing documents for execution of the project.

**Recommendation:**

Approve Resolution No. 28 20/21 and Execute required Award Documents

**Attachments:**

- Resolution 28 20/21
- Loan/Grant Agreement and Closing Documents
- 5192-CIF Award Letter
- Resolution 07 20/21 Award Acceptance

**Fiscal Impact (Finance):** Choose an item.

**Legal Review (City Attorney):** Yes

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☐ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 28 20/21 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 12-16-2020



NEW MEXICO  
FINANCE AUTHORITY

July 21, 2020

**Via First Class Mail and Email**

City of Truth or Consequences  
Attn: Mayor Sandra Whitehead  
505 Sims Street  
Truth or Consequences, NM 87901

RE: Colonias Infrastructure Project No. 5192-CIF; Roads/Drainage Infrastructure;  
Road & Drainage Improvements for MSD waterlines

Dear Mayor Whitehead:

The Board of Directors of the New Mexico Finance Authority ("NMFA") met on June 25, 2020, to approve the final terms, structure and conditions of Colonias Infrastructure Funding in the amount of \$1,000,000 to City of Truth or Consequences ("City") for its Road/Drainage Infrastructure Project. This action is a result of the Colonias Infrastructure Board recommendations approved on May 20, 2020.

The approved funding structure consists of a 10% loan in the amount of \$100,000, and an 90% grant in the amount of \$900,000. The loan component is a 20-year term at interest rate of 0%. The loan and grant are to be used by the City for the Design and Construction for street pavement following waterline construction.

To secure the funding agreement for the award, the City must submit the following Readiness to Proceed items **no later than October 21, 2020** by email only to [Colonias@nmfa.net](mailto:Colonias@nmfa.net).

**SUBMISSION OF READINESS TO PROCEED ITEMS**

***This funding is conditional and the City must submit the following Readiness to Proceed ("RTP") items, as applicable, before the loan/grant agreement can be scheduled to close:***

1. A monthly draw-down schedule of project expenditures, including Month and Year;
2. Verification of match in the amount of \$100,000;
3. Verification that right-of-way and permits secured;
4. Approval of plans/specification by NMED-Construction Programs Bureau, prior to disbursement of construction funds (***\*Please be aware that NMED-CPB has up to 30 days to review and comment***);
5. Updated Open Meetings Act Resolution;
6. All contingencies must be satisfied **no later than October 21, 2020**; and
7. Any additional information requested by the NMFA Board or Colonias Infrastructure Board.

Compliance with the RTP process is required to secure the funding for this project. To prevent any delays in securing the funding, please begin preparing the RTP information upon receipt of this notice. When all of the RTP criteria have been submitted, outside counsel for NMFA will - draft the funding agreement and will contact the City directly for closing arrangements.

As part of the technical oversight of Colonias Infrastructure Funds, all project documentation (design and construction plans, contracts, bids, etc.), must be reviewed and approved by the New Mexico Environment Department, Construction Programs Bureau. Please contact Steven Deal, Project Manager, (505) 222-9579, [steven.deal@state.nm.us](mailto:steven.deal@state.nm.us), to confirm technical requirements for this project\*.

Please contact me at [Colonias@nmfa.net](mailto:Colonias@nmfa.net) or (505) 992-9648 if you have any questions regarding the RTP information.

Sincerely,



Angela Quintana  
Senior Program Administrator

cc: Traci Burnette, Truth or Consequences, [tburnette@torcnm.org](mailto:tburnette@torcnm.org)  
Carol Kirkpatrick, Truth or Consequences, [cjkirkpartick@torcnm.org](mailto:cjkirkpartick@torcnm.org)  
Morris Madrid, Truth or Consequences, [mmadrid@torcnm.org](mailto:mmadrid@torcnm.org)  
Mario Juarez-Infante, Wilson & Company, [Mario.juarez-infante@wilsonco.com](mailto:Mario.juarez-infante@wilsonco.com)  
Ashley Martinez, Wilson & Company, [Ashley.martinez@wilsonco.com](mailto:Ashley.martinez@wilsonco.com)  
Steven Deal, NMED-CPB, [steven.deal@state.nm.us](mailto:steven.deal@state.nm.us)

**DETAILED BOND DEBT SERVICE****City of Truth or Consequences  
CIF-5192 Roads / Drainage Improvements Main Street Downtown Waterline****Loan Component (LOAN)**

<b><i>Period Ending</i></b>	<b><i>Principal</i></b>	<b><i>Interest</i></b>	<b><i>Debt Service</i></b>
06/01/2023	5,000		5,000
06/01/2024	5,000		5,000
06/01/2025	5,000		5,000
06/01/2026	5,000		5,000
06/01/2027	5,000		5,000
06/01/2028	5,000		5,000
06/01/2029	5,000		5,000
06/01/2030	5,000		5,000
06/01/2031	5,000		5,000
06/01/2032	5,000		5,000
06/01/2033	5,000		5,000
06/01/2034	5,000		5,000
06/01/2035	5,000		5,000
06/01/2036	5,000		5,000
06/01/2037	5,000		5,000
06/01/2038	5,000		5,000
06/01/2039	5,000		5,000
06/01/2040	5,000		5,000
06/01/2041	5,000		5,000
06/01/2042	5,000		5,000
	100,000	0	100,000



**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)  
STEPHEN CHARNAS (1934-2018)  
MICHAEL G. SUTIN (1935-2019)  
  
ROBERT G. HEYMAN (Of Counsel)  
  
NOE ASTORGA-CORRAL  
LILIANA BENITEZ DE LUNA

ANNE P. BROWNE  
SUZANNE WOOD BRUCKNER  
STEFAN R. CHACÓN  
MARIA MONTOYA CHAVEZ  
EDUARDO A. DUFFY  
TINA MUSCARELLA GOOCH  
ALISON K. GOODWIN  
JESSE D. HALE  
SUSAN M. HAPKA  
WADE L. JACKSON  
DAVID H. JOHNSON  
ROBERT J. JOHNSON  
CHRISTINA M. LOONEY

STEVAN 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  
BARBARA G. STEPHENSON  
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 505-888-8565

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

December 9, 2020

**BY EMAIL ONLY (tburnette@torcnm.org)**

Ms. Traci Burnette, Grant/Projects Coordinator  
City of Truth or Consequences

**New Mexico Finance Authority Colonias  
Loan/Grant (CIF-5192)**

Dear Traci:

Enclosed are final versions of the documents listed below for the Colonias Infrastructure Fund loan/grant from the New Mexico Finance Authority. The documents, except for the Resolution, are dated January 22, 2021, which is the date the loan/grant will close. The signature pages have been marked for execution by the officials designated.

1. **Resolution** - for completion of the quorum and vote information on pages 1 and 13, and for signature by the Mayor and the City Clerk-Treasurer on marked pages— please seal as well and add the Notice of the meeting and the Agenda as Exhibit A.
2. **Loan/Grant Agreement** - for signature by the Mayor and the City Clerk-Treasurer – please seal as well.
3. **General and No Litigation Certificate** - for signature by the Mayor and the City Clerk-Treasurer – please seal as well.
4. **Delivery, Deposit and Cross-Receipt Certificate** - for signature by the Mayor and the City Clerk-Treasurer – please seal as well.
5. **Right of Way Certificate** - for signature by Jaime Rubin, Esq.
6. **Final Opinion of Counsel** – for placement on counsel’s letterhead and signature by Jaime Rubin, Esq.

**SUTIN THAYER & BROWNE**  
A PROFESSIONAL CORPORATION  
LAWYERS

December 9, 2020


Page 2

Please have each of the signature pages signed and sealed where designated and **scan and email** all documents and signature pages to me by **Monday, December 28, 2020**. Please send the original, signed documents to my attention at the Albuquerque address above.

Thank you for your assistance in this process. If you have any questions, please don't hesitate to call me at (505) 883-3313.

Very truly yours,

SUTIN, THAYER & BROWNE  
A Professional Corporation

By   
Stacy Camacho  
Paralegal  
Albuquerque Office

Enclosures  
5729532.docx



**RESOLUTION NO. 07 20/21**

**AUTHORIZING ACCEPTANCE OF COLONIAS INFRASTRUCTURE FUND PROJECT NO. 5192-CIF; ROADS/DRAINAGE INFRASTRUCTURE, ROAD & DRAINAGE IMPROVEMENTS FOR MSD WATERLINES FROM NEW MEXICO FINANCE AUTHORITY**

WHEREAS, the City Commission of the City of Truth or Consequences adopted Resolution No. 25 19/20 Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to The New Mexico Finance Authority for The Colonias Infrastructure Fund for Road & Drainage Improvements for MSD Waterlines; and

WHEREAS, the New Mexico Finance Authority (" Authority") has recommended and approved the funding award; and


WHEREAS, the approved funding structure consists of a 10% loan in the amount of \$100,000.00, and a 90% grant in the amount of \$900,000.00 and;

WHEREAS, a match is required as part of the funding structure.

**NOW THEREFORE, BE IT RESOLVED THAT**, the Governing Body of the City of Truth or Consequences, New Mexico, hereby accepts the NMFA CIF award of 10% loan in the amount \$100,000.00, and a 90% grant in the amount of \$900,000.00 and approves the required cash match in the amount of \$100,000.00; and approves that City Manager Morris Madrid is hereby designated as the City's representative on behalf of the NMFA Colonias Infrastructure Fund Project No. 5192-CIF and is authorized as signatory authority and has designated the City Clerk as signatory authority in his absence and shall work with staff to execute, sign and submit required documentation.

**PASSED, APPROVED AND ADOPTED** this 12th day of August, 2020.

ATTEST:

  
Angela Torres, City Clerk

  
Sandra Whitehead, Mayor

**\$1,000,000**  
**CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO**  
**COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT**  
**NO. CIF-5192**

STATE OF NEW MEXICO                    )  
  ) ss. DELIVERY, DEPOSIT AND  
COUNT OF SIERRA                    ) CROSS-RECEIPT CERTIFICATE

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

1. On the date of this Certificate, the Borrower/Grantee executed and delivered, or caused to be executed and delivered, a Loan/Grant Agreement among the Borrower/Grantee, the Colonias Infrastructure Board and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of \$1,000,000 (the "Loan/Grant Agreement"), as authorized by Borrower/Grantee Resolution No. 28 20/21 (the "Resolution") adopted on December 16, 2020, relating to the execution and delivery of the Loan/Grant Agreement. The Grant Amount equals \$900,000 and the Loan Amount equals \$100,000, as such terms are defined in the Loan/Grant Agreement.

2. The undersigned acknowledge that the Loan/Grant Amount, as defined in the Loan/Grant Agreement, is available for disbursement to the Borrower/Grantee pursuant to the terms of Section 5.2 of the Loan/Grant Agreement upon transmission of payment requisitions to the Finance Authority in substantially the form attached as Exhibit "B" to the Loan/Grant Agreement, with supporting documentation as provided in the Loan/Grant Agreement, and will be used as set forth in the Resolution and the Loan/Grant Agreement.

WITNESS our hands this January 22, 2021.

CITY OF TRUTH OR CONSEQUENCES,  
SIERRA COUNTY, NEW MEXICO

By \_\_\_\_\_  
Sandy Whitehead, Mayor

By \_\_\_\_\_  
Angela A. Torres, City Clerk-Treasurer

[SEAL]

STATE OF NEW MEXICO            )  
  ) ss  
COUNTY OF SANTA FE            )

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the City of Truth or Consequences the Loan/Grant Agreement for Project No. CIF-5192.

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

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**\$1,000,000**  
**CITY OF TRUTH OR CONSEQUENCES,**  
**SIERRA COUNTY, NEW MEXICO**  
**COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT**  
**NO. CIF-5192**

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

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and City Clerk-Treasurer for the City of Truth or Consequences (the “Borrower/Grantee”) in the State of New Mexico (the “State”):

Capitalized terms used in this Certificate have the same meaning as defined in Resolution No. 28 20/21 adopted by the Governing Body of the Borrower/Grantee on December 16, 2020 (the “Resolution”) unless otherwise defined in this Certificate or the context requires otherwise.

1.     The Borrower/Grantee is a duly organized and existing municipality under the laws of the State of New Mexico.

2.     There exists within the boundaries of the Borrower/Grantee, Williamsburg, a community that has been designated by the Borrower/Grantee as a Colonia within the meaning of the Colonias Infrastructure Act, and the Borrower/Grantee will be receiving the Loan/Grant for the benefit of Williamsburg and its residents and the Borrower/Grantee is a community that is a Colonia within the meaning of the Colonias Infrastructure Act.

3.     From at least June 25, 2020, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Borrower/Grantee:

Mayor:	Sandy Whitehead
Commissioners:	Amanda Forrister, Mayor Pro-Tem Randal Aragon Paul Baca Frances Luna
City Manager:	Morris Madrid
Finance Director:	Carol Kirkpatrick
City Clerk-Treasurer:	Amanda A. Torres
City Attorney:	Jaime F. Rubin, Esq.

4. Based on data collected during the 2010 Census, the population of the City of Truth or Consequences is at least 75% English speaking.

5. Notice of adoption of the Resolution was 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.

6. There is no reason within our knowledge and belief after due investigation, why the Borrower/Grantee may not enter into the Loan/Grant Agreement with the New Mexico Finance Authority and the Colonias Infrastructure Board, as authorized by the Resolution.

7. 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, or properties of the Borrower/Grantee since the date of the Resolution.

8. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article IX of the Loan/Grant Agreement has occurred.

9. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of the Pledged Revenues to pay the principal, interest or administrative fees on the Loan/Grant Agreement, or in any way materially adversely affecting or questioning (a) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (b) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Resolution or the Loan/Grant Agreement, (c) the execution and delivery of the Loan/Grant Agreement, or (d) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

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

11. The Borrower/Grantee 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.

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

13. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at 505 Sims Street, Truth or Consequences, New Mexico 87901, the principal meeting place of the Borrower/Grantee.

14. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body on July 8, 2020, establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution. All action of the Governing Body with respect to the Resolution and the Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. 01 20/21 which resolution was effective on December 16, 2020, and has not been amended, repealed or rescinded.

15. The Borrower/Grantee is in compliance with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended.

16. Ordinance No. 283, 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.

17. The Mayor and the City Clerk-Treasurer, on the date of the signing of the Loan/Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Borrower/Grantee authorized to execute the Loan/Grant Agreement.

18. This Certificate is for the benefit of the Finance Authority and the Colonias Infrastructure Board.

19. This Certificate may be executed in counterparts.

*[Signature page follows.]*



WITNESS our signatures and the seal of the Borrower/Grantee this 22<sup>nd</sup> day of January, 2021.

CITY OF TRUTH OR CONSEQUENCES,  
SIERRA COUNTY, NEW MEXICO

By \_\_\_\_\_  
Sandy Whitehead, Mayor

By \_\_\_\_\_  
Angela A. Torres, City Clerk-Treasurer

[SEAL]

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**1,000,000**

**COLONIAS INFRASTRUCTURE PROJECT FUND  
LOAN/GRANT AGREEMENT**

**Dated**

**January 22, 2021**

**By and Among the**

**COLONIAS INFRASTRUCTURE BOARD  
and the  
NEW MEXICO FINANCE AUTHORITY,  
as Lenders/Grantors,**

**and the**

**CITY OF TRUTH OR CONSEQUENCES,  
Sierra County, New Mexico,  
as Borrower/Grantee.**

**COLONIAS INFRASTRUCTURE PROJECT FUND  
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the "Agreement") dated January 22, 2021, is entered into by and among the **COLONIAS INFRASTRUCTURE BOARD** (the "CIB") and the **NEW MEXICO FINANCE AUTHORITY** (the "Finance Authority") (collectively, the "Lenders/Grantors"), and the **CITY OF TRUTH OR CONSEQUENCES** in Sierra County, New Mexico, (the "Borrower/Grantee") for the benefit of the Colonias of Truth or Consequences and Williamsburg (the "Colonias").

**W I T N E S S E T H:**

WHEREAS, the CIB is a public body duly organized and created pursuant to the laws of the State of New Mexico (the "State"), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended (the "Colonias Infrastructure Act" or the "Act"); and

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

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the "Fund") in the Finance Authority, to be administered by the Finance Authority to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, §§ 3-1-1 through 3-66-11, NMSA 1978, as amended; and

WHEREAS, there exists within the boundaries or service area of the Borrower/Grantee, the Colonia, a community that has been designated as a Colonia within the meaning of the Act; and

WHEREAS, the Borrower/Grantee will be receiving the Loan/Grant for the benefit of the Colonia and the constituent public the Borrower/Grantee serves; and

WHEREAS, the Borrower/Grantee is a community that is a Colonia within the meaning of the Act; and

WHEREAS, the Borrower/Grantee is authorized to impose by ordinance a Municipal Local Gross Receipts Tax pursuant to Section 7-19D-9, NMSA 1978, as amended; and

WHEREAS, the Borrower/Grantee has by the Tax Ordinance imposed the one-quarter of one percent (.25%) Municipal Gross Receipts Tax on the gross receipts of all persons engaging in business within the Borrower/Grantee which provides for the Pledged Revenues; and

WHEREAS, pursuant to the Act, Board Rules and the Policies, the CIB and the Finance Authority are authorized to make loans/grants to Qualified Entities from the Fund for Qualified Projects; and

WHEREAS, the Borrower/Grantee submitted an application dated January 29, 2020, for the Project; and

WHEREAS, the CIB has determined that the Project is a qualifying Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 20, 2020, recommended to the Finance Authority that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, for the benefit of the Colonias and the CIB has recommended that the Finance Authority enter into and administer this Agreement; and

WHEREAS, the Finance Authority approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 25, 2020; and

WHEREAS, pursuant to the Board Rules and the Policies, the Borrower/Grantee will receive ten percent (10%) of its funding as a loan, in order to ensure the long-term solvency of the Fund by providing annual streams of revenue available to fund additional Qualified Projects; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan and grant a lien to the Finance Authority on the Pledged Revenues subordinate to all other liens thereon present and future, except that any present and future loans from the Finance Authority to the Borrower/Grantee pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended, shall be on a parity with this Loan/Grant; and

WHEREAS, the obligation of the Borrower/Grantee under this Agreement shall constitute a special, limited obligation of the Borrower/Grantee, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Borrower/Grantee or a charge upon the general credit or ad valorem taxing power of the Borrower/Grantee, or the State; and

WHEREAS, the execution, performance, and delivery of this Agreement have been authorized, approved, and directed by the Governing Body pursuant to the Resolution; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved, and directed by all necessary and appropriate action of the CIB and the Finance Authority and their respective officers.

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

## **ARTICLE I DEFINITIONS**

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise.

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

“Application” means the Colonias Infrastructure Project Fund Application for Funding dated January 29, 2020, of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

“Authorized Officers” means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem and City Clerk-Treasurer, thereof; with respect to the Finance Authority, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer; and with respect to the CIB, any one or more of the Chairperson or the Vice-Chairperson, Secretary and the Treasurer thereof, and any other officer or employee of the Finance Authority or of the CIB designated in writing by an Authorized Officer thereof.

“Board Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“Closing Date” means the date of execution of this Agreement by the Borrower/Grantee, the CIB, and the Finance Authority.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonias of Truth or Consequences and Williamsburg.

“Conditions” means (1) all readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the CIB; (2) all requirements set forth in the Term Sheet; (3) all requirements outlined in Section 2.1(p) and Section 5.1; (4) a determination that the disbursement applied for does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies; and (5) the plans and specifications for the Project have been approved by all entities required by the CIB or the Finance Authority in their sole discretion to approve such plans and specifications; and

“Department of Finance and Administration” or “DFA” means the department of finance and administration of the State.

“Eligible Architectural, Engineering and Construction Management Fees” means the fees and costs associated with the architectural, engineering and construction project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project in an amount up to twelve percent (12%) of the Loan/Grant Amount.

“Eligible Fees for Other Professional Services” means the fees and costs incurred for other professional services necessary to the completion of the Project including, but not limited to, services provided by accounting and auditing firms, hydrologists and surveyors. Such fees may not exceed five percent (5%) of the Loan/Grant Amount.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by this Agreement in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and constructing the Project, and, without limitation, Eligible Legal Costs, Eligible Fiscal Agent Fees, Eligible Architectural, Engineering and Construction Management Fees, and Eligible Fees for Other Professional Services.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the Qualified Project in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

“Event of Default” means one or more events of default as defined in Section 9.1 of this Agreement.

“Final Debt Service Schedule” means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

“Final Requisition” means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 4.4 of this Agreement.

“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 Borrower/Grantee as its fiscal year.

“Force Majeure” means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or

condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee 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 Borrower/Grantee.

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

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall equal 90% of the amount disbursed during the Interim Period not to exceed \$900,000.

“Hardship Waiver” means a determination by the Finance Authority pursuant to Section 4.1(a)(ii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

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

“Interest Component” means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit “C” hereto.

“Interim Debt Service Schedule” means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit “C”.

“Interim Period” means the period no greater than twenty-four (24) months, unless a longer period is approved by the Finance Authority as provided in Section 4.4 of this Agreement, beginning on the Closing Date, during which the Finance Authority will disburse moneys to the Borrower/Grantee to pay costs of the Project.

“Lenders/Grantors” means the CIB and the Finance Authority.

“Loan” or “Loan Amount” means 10% of the amount disbursed to the Borrower/Grantee as during the Interim Period for the purpose of funding the Project and shall not equal more than \$100,000.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount distributed to the Borrower/Grantee during the Interim Period partially as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$1,000,000.

“Loan Payments” means, collectively, the Principal Component and interest, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit “C” hereto.

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is \$100,000.

“NMAC” means the New Mexico Administrative Code.

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

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

“Pledged Revenues” means the one-quarter of one percent (.25%) Municipal Gross Receipts Tax of the Borrower/Grantee received pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments pursuant to the Resolution and this Agreement and described in the Term Sheet.

“Policies” means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

“Principal Component” means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit “C” attached hereto.

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

“Project Account” means the book account, if any, established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, which shall be kept separate and apart from all other accounts of the Finance Authority.



“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a capital outlay project recommended by the CIB to the Finance Authority for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means the Borrower/Grantee Resolution No. 28 20/21 adopted by the Governing Body on December 16, 2020, authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments as shown on the Term Sheet.

“Senior Obligations” means the NMFA Loan PPRF-5198 and any other obligations hereafter issued with a superior lien on the Pledged Revenues as defined in the Term Sheet, and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.]

“State” means the State of New Mexico.

“Tax Ordinance” means Borrower/Grantee’s Ordinance No. 283 passed and approved by the Borrower/Grantee pursuant to Section 7-19D-9, NMSA 1978, as amended, on March 12, 1979, which imposes the one-quarter of one percent (.25%) Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective January 1, 1980.

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

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is thirty (30) years.

## **ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE BORROWER/GRANTEE**

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the Finance Authority as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon

any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

(b) Authorization of Agreement. The Borrower/Grantee is a Qualified Entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the Colonias and the constituent public the Borrower/Grantee serves.

(d) Useful Life. The Agreement Term is not greater than the Useful Life of the Project, and in any event shall not exceed thirty (30) years.

(e) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the proceeds of the Loan/Grant Amount shall be distributed pro rata as the Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Local Match and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(f) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(g) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Payments as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 4.1(a)(ii) of this Agreement. The Loan Payments shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(h) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and Conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and

therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound, or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(i) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for payment of this Agreement, including the Resolution, shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest that has been repaid, or provision made for payment thereof, shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the Finance Authority or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(j) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction.

(k) Agency Approval. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, 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.

(l) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement or the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(m) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or future Project-related expenses of the Borrower/Grantee.

(n) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another Political Subdivision of the State, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lenders/Grantors.

(o) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and

the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project, or any part of the Project so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the Finance Authority and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lenders/Grantors, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(p) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(q) Right to Inspect. The Finance Authority shall have the right to inspect at all reasonable times all records, accounts and data relating to the Project and to inspect the Project and all properties comprising the Project, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the Finance Authority, within thirty (30) days of receipt of such request, written or oral.

(r) Pledged Tax Revenues Covenants. The Governing Body has duly adopted the Tax Ordinance imposing the one-quarter of one percent Municipal Gross Receipts Tax, which constitutes the Pledged Revenues. The Tax Ordinance has not been repealed or superseded and is in full force and effect.

(s) Records and Reporting. The Borrower/Grantee shall maintain financial records in accordance with Generally Accepted Accounting Principles throughout the Agreement Term, and in the event that the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14 does not apply, conduct an audit of the Project's financial records if requested by the CIB or the Finance Authority and provide any and all other information and access to the Project as requested by the CIB or the Finance Authority.

(t) Acquisition and Completion. The Borrower/Grantee shall proceed expeditiously to complete the Project and shall commence the Project in a commercially reasonable timeframe following the Closing Date. Further, the Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently in accord with all applicable laws, ordinances, resolutions and regulations relating to the acquisition, operation, maintenance and completion of the Project and use of the Loan/Grant proceeds. The Project complies with Section 7-19D-9, NMSA 1978, as amended. The Project shall be constructed, installed and completed

substantially in accordance with the approved plans and specifications, and shall fully incorporate the available technologies and operational design for water use efficiency described in the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(u) Use of Grant Proceeds for Construction; Other Qualified Entities. The Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, installed, located, completed or extended on real property owned by a Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other Qualified Entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, installed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lenders/Grantors and shall include an express statement by such other Qualified Entity that the Lenders/Grantors are third party beneficiaries of such written agreement.

(v) Local Match. The Local Match is legally available for the Project, has been applied or set aside by the Borrower/Grantee solely for the purposes of the Project and sufficient evidence of the Local Match has been provided and will be continued to be provided as part of the Borrower/Grantee's quarterly reporting as outlined in Section 7.1 and as otherwise requested by the Finance Authority.

(w) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended, and upon request, provide the Finance Authority with a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(x) Executive Order 2013-006 Requirements. The Borrower/Grantee has and will meet the requirements of Executive Order 2013-006 prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the CIB.

(y) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the Pledged Revenues.

### **ARTICLE III AGREEMENT TERM**

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: (a) submission and acceptance of a completed Form of Certificate of Completion, Exhibit "D", and repayment of the Loan Amount and Interest or (b) the exercise by the Finance Authority to terminate the Agreement pursuant to an Event of Default as outlined in Section IX of this Agreement.

**ARTICLE IV**  
**LOAN/GRANT TO THE BORROWER/GRANTEE; INVESTMENT OF MONEYS**

Section 4.1    Loan and Grant to the Borrower/Grantee.

(a)    Loan to the Borrower/Grantee. The Finance Authority hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Finance Authority, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit “C” of this Agreement. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

(i)    Subordinate Nature of Loan Amount Obligation. The obligation of the Borrower/Grantee to make the Loan Payments shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Finance Authority pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended.

(ii)    Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, if a Borrower/Grantee has encountered an unforeseeable hardship, the Borrower/Grantee may apply in writing on or before April 1<sup>st</sup> to the Finance Authority for forgiveness of the annual Loan Payment coming due on June 1 of the same year. The Borrower/Grantee shall submit its application to the Finance Authority for a determination by the Finance Authority, in cooperation with DFA, and shall submit sufficient documentation of the existence of the unforeseeable hardship as is reasonably required by the Finance Authority, in cooperation with DFA, to make a determination. The Borrower/Grantee shall promptly respond to additional requests for information from the Finance Authority or DFA. Such application for a Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. The Finance Authority shall communicate the decision to the Borrower/Grantee in writing. In the event of a determination of unforeseeable hardship, the Loan Payment otherwise due on June 1 of that year shall be forgiven. If no unforeseeable hardship is found to exist, the Loan Payment shall remain outstanding and due and payable in accordance with the terms of this Agreement.

(iii)    Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the CIB, the Finance Authority, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

(b)    Grant to the Borrower/Grantee. The Lenders/Grantors hereby grant to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lenders/Grantors an amount equal to the Grant Amount subject to the terms of this Agreement.

(c) Project Account. The Finance Authority may establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the Finance Authority.

Section 4.2 Investment of Borrower/Grantee's Accounts. Money on deposit in the Borrower/Grantee's accounts created hereunder and held by the Finance Authority may be invested by the Finance Authority for the credit of the Fund.

Section 4.3 Loan/Grant Amount Does Not Exceed Total Cost. The sum of the Grant Amount, the Loan Amount, and the Local Match (and as set forth on the Term Sheet) does not exceed the cost of the Project, which, along with other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project.

Section 4.4 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the Finance Authority, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the Finance Authority, that unanticipated circumstances resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

## **ARTICLE V**

### **LOAN/GRANT AMOUNT DISBURSEMENT CONDITIONS**

Section 5.1 Conditions Precedent to Disbursement of Loan/Grant Amount. Prior to the payment of any requisition of the Loan/Grant Amount or any portion thereof by the Finance Authority from the Fund, the following conditions shall be satisfied:

(a) The Finance Authority shall have determined that the Borrower/Grantee has met the Conditions established for the Loan/Grant; and

(b) Prior to disbursement of any portion of the Loan/Grant Amount for planning and design, the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the planning and design phase is to be conducted, or if acquisition and completion of the Project does not require physical or visual access to existing lands or facilities, the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney certifying that no title to, easements, rights of way, or permits are necessary to acquire and complete the Project; and

(c) Prior to disbursement of any portion of the Loan/Grant Amount for installation or construction, the plans and specifications for the Project shall have been approved by all entities required by the CIB or the Finance Authority in their sole discretion to approve such plans and specifications and the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or

permits on the real property upon or through which the Project is to be installed, constructed, located, completed or extended; and

(d) If any portion of the Project will be installed, constructed, located, completed or extended on real property owned by a Qualified Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that such other Qualified Entity has proper title to such real property; and

(e) The Borrower/Grantee shall be in compliance with the provisions of this Agreement; and

(f) No Event of Default has occurred; and

(g) The Borrower/Grantee shall have provided any other information requested by the Finance Authority or CIB in its absolute discretion including documentation sufficient to make a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

Section 5.2 Accounting for Amounts Credited to the Project Account. So long as Section 5.1 has been complied with and all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of all plans and specifications), upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, installation, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the Finance Authority shall seek funds sufficient to satisfy the request and, upon receipt of those funds disburse from the Fund, amounts which together are sufficient to pay the requisition in full or that portion approved by the Finance Authority in its sole discretion. The certification provided pursuant to this Section 5.2 in support of the requisition must be acceptable in form and substance to the Finance Authority. The Borrower/Grantee shall provide such records or access to the Project as the Finance Authority, and, at its request, the CIB, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 5.3 Acknowledgment and Non-liability for Funding Interruption. The Borrower/Grantee hereby acknowledges that the Finance Authority may be required to seek or request funds to satisfy the request outlined in Section 5.2 from an agency, instrumentality or other Political Subdivision of the State and that the Lenders/Grantors may have no control or authority over those entities. The Borrower/Grantee hereby agrees to waive on behalf of itself and indemnify and hold the Lenders/Grantors harmless from any and all third party claims, liability or damage that may or could be caused as a result of a delay or denial of funds related to or arising from the procedure described above or any other mechanism necessary or required to request, secure or process funds.



Section 5.4 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Fund, of the Loan/Grant Amount, or any portion thereof, without the approval of the Finance Authority to reimburse any expenditure made prior to the approval date of the award by the Finance Authority Board.

Section 5.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the Finance Authority and the CIB, substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, that the Project has been completed. No portion of the Loan/Grant Amount shall be disbursed after the expiration of the Interim Period.

Section 5.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Amount; Termination of Pledge. Upon the first to occur of either (a) completion of the disbursement of the Loan/Grant Amount as signified by delivery of the completion certificate contemplated in Section 5.5 hereof; or (b) the earlier expiration of the time allowed for disbursements of Loan/Grant funds as provided in Section 5.5 hereof, the Finance Authority shall transfer the amounts remaining on deposit in the Project Account, if any, to such other fund permitted by law. Upon such entry, the pledge of the Project Account, if any, established in this Agreement shall terminate.

## **ARTICLE VI LOAN PAYMENTS BY THE BORROWER/GRANTEE**

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the Finance Authority an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee 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 Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Water Project Finance Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments at the time and in the manner contemplated by this Agreement, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon

such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursement of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "C". Within thirty (30) days after the Final Requisition is made, the Finance Authority shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "C".

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

**Section 6.2     Deposit of Payments of Loan Amount to Colonias Infrastructure Project Fund.** All Loan Payments made by the Borrower/Grantee to the Finance Authority to repay the Loan Amount and interest thereon, if any, shall be deposited into the Colonias Infrastructure Project Fund.

**Section 6.3     Manner of Payment.** The Loan Amount shall be payable by the Borrower/Grantee to the Finance Authority in annual installments of principal payable on June 1 after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 10.1 of this Agreement. The obligation of the Borrower/Grantee 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. Notwithstanding any dispute between the Borrower/Grantee and the Finance Authority, any vendor or any other person, the Borrower/Grantee 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 Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee 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 make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee, the Finance Authority agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Finance Authority no longer holds or maintains any lien or claim against the Pledged Revenues.

## **ARTICLE VII ADMINISTRATION**

Section 7.1 Borrower/Grantee Reporting to Lenders/Grantors. The Borrower/Grantee shall provide the Lenders/Grantors with a quarterly written report substantially in the form of Exhibit "D" attached hereto, or other report format as designated by the Finance Authority, and signed by an Authorized Officer of the Borrower/Grantee. The first quarterly report shall be due on next March 31, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, and (c) a description of the percentage of completion of the Project.

Section 7.2 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds. Upon the completion of the Project as signified by delivery of the completion certificate required by Section 5.5 hereof, the Finance Authority shall determine, by reference to the Project Account, if any, whether any portion of the authorized Loan/Grant Amount remains unexpended. If any of the Loan/Grant Amount remains unexpended, the funds shall be transferred by the Finance Authority to the appropriate account or fund in accordance with applicable law and the Borrower/Grantee shall have no right to access the funds.

Section 7.3 Further Assurances and Corrective Instruments. The Lenders/Grantors and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and carrying out the intention hereof.

Section 7.4 Representatives of Lenders/Grantors or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lenders/Grantors, collectively or individually, or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lenders/Grantors, collectively

or individually, are required to take some action at the request of any of them, such approval or such request shall be given for the Lenders/Grantors, collectively or individually, or for the Borrower/Grantee, by an Authorized Officer of the Lenders/Grantors, collectively or individually, or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.5 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 7.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin;

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended; and

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 7.7 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the “Little Miller Act”) is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the “Little Miller Act”. If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

## **ARTICLE VIII INSURANCE; NON-LIABILITY OF LENDERS/GRANTORS**

Section 8.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State’s risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lenders/Grantors as additional insureds with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided,

that if any portion of the Project will be constructed, located, completed or extended on real property owned by a Qualifying Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other Qualifying Entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other Qualifying Entity that the Lenders/Grantors are third party beneficiaries of such written agreement.

## **Section 8.2    Non-Liability of Lenders/Grantors.**

(a) Lenders/Grantors shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lenders/Grantors shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) To the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the Finance Authority and the CIB 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 Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee 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/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the Finance Authority and the CIB harmless, from and to the extent of the available Pledged Revenues, 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 the CIB, shall defend the Finance Authority or the CIB, as applicable, in any such action or proceeding.

## **ARTICLE IX EVENTS OF DEFAULT AND REMEDIES**

Section 9.1    Events of Default Defined. For purposes of this Article IX, the term Lenders/Grantors shall mean the Finance Authority on behalf of the CIB pursuant to the Board Rules. Any one of the following shall be an "Event of Default" under this Agreement:

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

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lenders/Grantors, collectively or individually, unless the Lenders/Grantors, collectively or individually 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 Lenders/Grantors but cannot be cured within the applicable thirty (30) day period, the Lenders/Grantors, collectively or individually, will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 9.1(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 Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is determined to be false or misleading in any material respect in the sole discretion of the Finance Authority or CIB; or

(d) A petition is filed against the Borrower/Grantee 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 prior to the expiration of such thirty (30) days to protect their interests; or

(e) The Borrower/Grantee 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 Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debt as they become due or is generally not paying its debt as such debt 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 Borrower/Grantee 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 prior to the expiration of such thirty (30) days to protect their interests; or

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the Finance Authority.

Section 9.2 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid only from available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 9.3 Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.4 hereof, the Lenders/Grantors, collectively or individually, may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Borrower/Grantee in this Agreement:

- (a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;
- (b) Terminate this Agreement;
- (c) Cease disbursing any further amounts from the Project Account;
- (d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;
- (e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lenders/Grantors, collectively or individually;
- (f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues;
- (g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues; or
- (h) 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 Agreement or to enforce any other of their rights hereunder.

The Borrower/Grantee shall be responsible for reimbursing the Lenders/Grantors for any and all fees and costs incurred in enforcing the terms of this Agreement.

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

Section 9.5 Waivers of Events of Default. The Lenders/Grantors, collectively or individually, may, in the respective discretion of each, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lenders/Grantors, collectively or individually, in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a 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 Lenders/Grantors, collectively or individually, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lenders/Grantors shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

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

Section 9.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof, and the Finance Authority or the CIB shall employ attorneys or incur 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 Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the Finance Authority or the CIB, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

## **ARTICLE X MISCELLANEOUS**

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

If to the Borrower/Grantee, to:

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

If to the CIB or to the Finance Authority, to:

New Mexico Finance Authority  
Attn.: Chief Executive Officer



207 Shelby Street  
Santa Fe, New Mexico 87501

The Borrower/Grantee or the Lenders/Grantors may, by notice given hereunder, designate any further or different addresses to which subsequent notices; certificates or other communications shall be sent.

Section 10.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lenders/Grantors and the Borrower/Grantee and their respective successors and assigns, if any.

Section 10.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lenders/Grantors and the Borrower/Grantee on the Effective Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Effective Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 10.4 Amendments. This Agreement may be amended only with the written consent of all of the parties to this Agreement. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this 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 Agreement.

Section 10.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lenders/Grantors, either directly or through the Finance Authority or the CIB, or against any officer, employee, director or member of the Borrower/Grantee, 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 Borrower/Grantee, the CIB or of the Finance Authority is hereby expressly waived and released by the Borrower/Grantee, the CIB and the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 10.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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

Section 10.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Pursuant to NMSA 1978, § 6-21-26, as amended, the venue for any proceedings or any other action or procedure against the Finance Authority shall be in Santa Fe County.

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

Section 10.10 Application of Act and Board Rules. The Lenders/Grantors and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and the Board Rules are incorporated into this Agreement by reference.

Section 10.11 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO SECTION 6-21-26, NMSA.

*[Remainder of page intentionally left blank.]*

*[Signature pages follow.]*

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and the CIB, on behalf of itself, each have executed this Agreement, which was approved by the CIB on May 20, 2020, and by the Finance Authority's Board of Directors on June 25, 2020,, in their respective corporate names by their duly Authorized Officers; and the Borrower/Grantee has caused this Agreement to be executed and attested by duly Authorized Officers thereof. All of the above are effective as of the date first above written.

LENDERS/GRANTORS:

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Chief Executive Officer or Designee

COLONIAS INFRASTRUCTURE BOARD

By \_\_\_\_\_  
Chairperson or Vice-Chairperson

Prepared for Execution by Officers of the  
New Mexico Finance Authority and the  
Colonias Infrastructure Board:

SUTIN, THAYER & BROWNE  
A PROFESSIONAL CORPORATION

By \_\_\_\_\_  
Suzanne Wood Bruckner

Approved for Execution by Officers of the  
New Mexico Finance Authority and the  
Colonias Infrastructure Board:

By \_\_\_\_\_  
Daniel C. Opperman,  
Finance Authority Chief Legal Officer

BORROWER/GRANTEE:

CITY OF TRUTH OR CONSEQUENCES,  
SIERRA COUNTY, NEW MEXICO

By \_\_\_\_\_  
Sandy Whitehead, Mayor

ATTEST:

By \_\_\_\_\_  
Angela A. Torres, City Clerk-Treasurer

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## **EXHIBIT "A"**

### **TERM SHEET**

#### **1,000,000 COLONIAS INFRASTRUCTURE PROJECT LOAN/GRANT TO THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO**

Project Description:	The Project is infrastructure development in accordance with the Act consisting of improvements to road infrastructure, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies and is more specifically described as reconstruction of street pavement following waterline construction and shall include such other related work and revisions necessary to complete the Project.
Grant Amount:	\$900,000
Loan Amount:	\$100,000
Interest Component:	0%
Pledged Revenues:	One-quarter of one percent (.25%) Municipal Gross Receipts Tax imposed pursuant to Section 7-19D-9, NMSA 1978, as amended, and enacted by Ordinance No. 283 passed and approved by the Borrower/Grantee on March 12, 1979, and effective on January 1, 1980
Outstanding Senior Obligations for Pledged Revenues:	NMFA Loan No. PPRF-5198
Outstanding Parity Obligations:	None
Authorizing Legislation:	Borrower/Grantee Resolution No. 28 20/21, adopted December 16, 2020
Local Match:	\$100,000 as calculated pursuant to Section 2.5 of the Policies
Closing Date:	January 22, 2021
Project Account Deposit:	\$1,000,000

Conditions to be satisfied prior to first disbursement of the Loan/Grant Amount:

Delivery to Finance Authority of (i) a copy of the agenda of the meeting of the Governing Body at which the Resolution was adopted and at which this Agreement, the Resolution and all other Loan/Grant documents were authorized by the Governing Body (the “Meeting”), certified as a true and correct copy by the City Clerk-Treasurer of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk-Treasurer of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee’s Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant:

All Conditions defined in the Agreement.

**EXHIBIT "B"**

**FORM OF REQUISITION  
(Colonias Infrastructure Project Fund)**

RE: \$1,000,000 Loan/Grant Agreement by and between the Colonias Infrastructure Board and the New Mexico Finance Authority, as Lender/Grantor, and the City of Truth or Consequences, as Borrower/Grantee (the "Agreement").

Loan/Grant No. CIF-5192

Closing Date: January 22, 2021

TO: NEW MEXICO FINANCE AUTHORITY, [colonias@nmfa.net](mailto:colonias@nmfa.net)

You are hereby authorized to disburse from the Project Account – City of Truth or Consequences with regard to the above-referenced Agreement, the following:

**I. PAYMENT INFORMATION**

REQUISITION NO. \_\_\_\_\_ PAYMENT AMOUNT: \$ \_\_\_\_\_

PAYEE'S NAME: \_\_\_\_\_

PAYEE'S ADDRESS: \_\_\_\_\_

**II. REQUISITION INFORMATION (complete for all payments)**

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name \_\_\_\_\_

Total Amount \$ \_\_\_\_\_ Invoice No.(s) \_\_\_\_\_

Purpose of Payment \_\_\_\_\_

Eligible Item Category \_\_\_\_\_

Vendor Name \_\_\_\_\_

Total Amount \$ \_\_\_\_\_ Invoice No.(s) \_\_\_\_\_

Purpose of Payment \_\_\_\_\_

Eligible Item Category \_\_\_\_\_

Vendor Name \_\_\_\_\_

Total Amount \$ \_\_\_\_\_ Invoice No.(s) \_\_\_\_\_

Purpose of Payment \_\_\_\_\_

Eligible Item Category \_\_\_\_\_

### III. WIRING INFORMATION:

BANK NAME:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	

### IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: \$ \_\_\_\_\_  
*Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.*

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ \_\_\_\_\_

TOTAL REQUIRED MATCH: \$100,000

### V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Colonias Infrastructure Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Project Account – City of Truth or Consequences. All representations contained in the Agreement, the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, water rights, easements or rights of way; (7) eligible legal costs and eligible fiscal agent fees associated with development of Qualified Projects, within limits set by the Colonias Infrastructure Board (“CIB”).

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved by all entities required by the CIB and the New Mexico Finance Authority in their sole discretion to approve such plans and specifications, has or will be acquired in compliance with applicable procurement laws and regulations and has or will be inspected and approved in accordance with applicable laws and regulations.

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
**AUTHORIZED OFFICER**

(As Provided in the Loan/Grant Agreement)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_



## **EXHIBIT "C"**

### **PAYMENT PROVISIONS OF THE LOAN**

The Loan Amount shall be payable by the Borrower/Grantee to the Lenders/Grantors in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2023, and ending June 1, 2042. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty.

**EXHIBIT "D"**

**COLONIAS INFRASTRUCTURE PROJECT FUND STATUS REPORT  
PREPARED FOR THE  
NEW MEXICO FINANCE AUTHORITY**

<b>Fund Recipient:</b> City of Truth or Consequences <b>Contact Name:</b> _____ <b>Title:</b> _____ <b>Email Address:</b> _____	<b>Project Number:</b> CIF-5192 <b>Project Name:</b> Road/Drainage Improvements <b>Project Type:</b> Construction
<b>Reporting Period:</b> From _____ To _____ <input type="checkbox"/> Quarterly Project Report: <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> Final Project Report <input type="checkbox"/> Other _____	
<b>CIF Funding Expiration:</b> _____ <b>Total CIF Award:</b> \$ _____ <b>Current Balance:</b> \$ _____ Loan 10% Grant 90% Match \$100,000 <b>Expected CIF Award Expenditure Next Quarter:</b> \$ _____ <b>Local Match Expenditure: To Date</b> \$ _____ <b>Next Quarter</b> \$ _____	
<b>Project Phase:</b> <input type="checkbox"/> Planning <input type="checkbox"/> Design <input type="checkbox"/> Construction	
<b>PROJECT COMPLETION:</b> Original Date _____ Current Date _____ _____ % Complete Days Remaining to Complete _____ On Schedule? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Briefly Describe Project Progress During This Reporting Period:</b>   	
<b>Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:</b>   	
<b>Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:</b>   	
<b>Authorized Officer</b> PRINT NAME: _____ PRINT TITLE: _____	
<b>SIGNATURE:</b> _____	<b>Date:</b> _____

***\*All fields must be completed***

**EXHIBIT "E"**

**FORM OF CERTIFICATE OF COMPLETION**

RE: \$1,000,000 Agreement by and between the Colonias Infrastructure Board and the Finance Authority, as Lenders/Grantors, and the City of Truth or Consequences, as Borrower/Grantee (the "Agreement")

Loan/Grant No. CIF-5192

Closing Date: January 22, 2021

TO: NEW MEXICO FINANCE AUTHORITY, [colonias@nmfa.net](mailto:colonias@nmfa.net)

I, \_\_\_\_\_, the \_\_\_\_\_ of the  
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Agreement (the "Project"), or the applicable phase of the project if funding was for a phased 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/Grant Amount was \$ \_\_\_\_\_.

4. The portion of the Loan/Grant 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 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 \_\_\_\_\_

## **EXHIBIT “F”**

### **DOCUMENTS**

1. Open Meetings Act Resolution No. 01 20/21 adopted by the Borrower/Grantee on July 8, 2020;
2. Resolution No. 28 20/21 adopted on December 16, 2020, Agenda, and Affidavits of Publication of Notice of Adoption of Resolution in the *Sierra County Sentinel*;
3. Loan/Grant Agreement;
4. General and No Litigation Certificate of the Borrower/Grantee;
5. Delivery, Deposit and Cross-Receipt Certificate;
6. Right of Way Certificate (to be executed prior to construction funding);
7. Borrower’s Counsel Opinion;
8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the Finance Authority;
9. Finance Authority Application and Project Approval (informational only); and
10. Written consent of existing lenders to Colonias loan, if required.

**[COUNSEL'S LETTERHEAD]**

**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  
\$1,000,000 Loan/Grant No. CIF-5192

Ladies and Gentlemen:

I am an attorney representing the City of Truth or Consequences, New Mexico (the "Borrower/Grantee") in connection with the above-referenced Loan/Grant. I am licensed to practice law and in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority and the New Mexico Colonias Infrastructure Board (the "Lenders/Grantors") are relying on this opinion letter and but for this opinion letter, the Loan/Grant would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Resolution No. 28 20/21 adopted by the Governing Body of the Borrower/Grantee on December 16, 2020 (the "Resolution") unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

- (1) The City of Truth or Consequences Colonias Infrastructure Project Fund Application dated January 29, 2020, and the New Mexico Colonias Infrastructure Board Approval dated May 20, 2020, and the New Mexico Finance Authority Approval dated June 25, 2020, for Loan/Grant No. CIF-5192 (the "Application" and the "Approval," respectively), relating to the Project.
- (2) The statutes creating or authorizing the creation of the Borrower/Grantee and documents creating the Borrower/Grantee.
- (3) The Annual Open Meetings Act Resolution or resolutions of the Borrower/Grantee in effect on December 16, 2020, and on January 22, 2021.
- (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.

- (5) Proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the action of the Borrower/Grantee relating to (a) the selection of its Mayor, City Commission, and City Clerk-Treasurer; (b) the adoption of the Borrower/Grantee's Annual Open Meetings Act Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the operation of the Project; (d) the plans and specifications for the Project; (e) cost estimates for the Project; (f) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (g) the proposed operating budget for services to be provided, in whole or in part, by means of the Project; (h) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the CIB, acting through the Finance Authority; (i) the Resolution authorizing the Mayor to execute necessary documents to obtain the Loan/Grant for the Project; (j) all necessary approvals for the Project from federal, State or local authorities; and (k) the execution and delivery of the Loan/Grant Agreement evidencing such Loan/Grant.
- (6) The Resolution and the Loan/Grant Agreement providing that the Lenders/Grantors on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.
- (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 property to be acquired with the Loan/Grant proceeds, or on which will be located any Project property to be acquired with the Loan/Grant proceeds.
- (8) Ordinance No. 283, originally adopted by the Borrower/Grantee on March 12, 1979, and imposing a one-quarter of one percent (.25%) increment of Municipal Gross Receipts Tax, the receipts of which are pledged to secure the Loan/Grant.

Based upon my examination of the foregoing, it is my opinion that:

- A. The Borrower/Grantee is a duly organized and existing municipality under the laws of the State of New Mexico.
- B. There exists within the boundaries of the Borrower/Grantee, Williamsburg, a community that has been designated by the Borrower/Grantee as a Colonia within the meaning of the Colonias Infrastructure Act and the Borrower/Grantee will be receiving the Loan/Grant for the benefit of Williamsburg and its residents and the Borrower/Grantee is a community that is a Colonia within the meaning of the Colonias Infrastructure Act.
- C. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- D. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.

- E. The Borrower/Grantee has corporate power:
- (1) to acquire, construct, install and complete the Project;
  - (2) to execute and deliver Loan/Grant documents including those identified above;
  - (3) to perform all acts required by such Loan/Grant documents to be done by it; and
  - (4) to own, operate and maintain the Project during its Useful Life.
- F. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- G. 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 Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.
- H. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the Municipal Gross Receipts Tax of the Borrower/Grantee, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.
- I. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.
- J. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Resolution, and no event of default and no default under the Loan/Grant Agreement or the Resolution has occurred and is continuing on the date of this Opinion.
- K. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all Conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this Opinion. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan/Grant 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/Grant Agreement or any of the actions required to be taken by the Resolution or the

Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.

- M. Neither the Borrower/Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.
- N. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, 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 Borrower/Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the Finance Authority and the CIB associated with the administration of the Colonias Infrastructure Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay the Loan Amount, or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- O. There are no recorded liens of any nature whatsoever affecting the title to any real property upon which the Project will be located.
- P. No legal proceedings have been instituted or are pending, and to my knowledge none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.
- Q. The Borrower/Grantee has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Borrower/Grantee now has sufficient, adequate and continuous rights-of-way to permit the construction, installation, operation and maintenance of the Project.
- R. The Borrower/Grantee 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.
- S. Ordinance No. 283 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.



Dated this 22<sup>nd</sup> day of January 22, 2021.

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Jaime F. Rubin  
Attorney for Borrower/Grantee  
P. O. Drawer 151  
Truth or Consequences, New Mexico 87901

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**RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF  
RESOLUTION NO. 28 20/21 OF THE BOARD OF TRUSTEES  
OF THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO  
DECEMBER 16, 2020**

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

The Board of Trustees (the "Governing Body") of the City of Truth or Consequences, New Mexico (the "Borrower/Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at 505 Sims Street, Truth or Consequences, New Mexico 87901, being the meeting place of the Governing Body for the meeting held on the 16<sup>th</sup> day of December, 2020, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

Mayor:

\_\_\_\_\_

Commissioners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Absent:

\_\_\_\_\_

\_\_\_\_\_

Also Present:

\_\_\_\_\_

Thereupon, there were officially filed with the City Clerk-Treasurer copies of a proposed Resolution and Colonias Infrastructure Project Fund Loan/Grant Agreement in final form, the proposed Resolution being as hereinafter set forth:

*[Remainder of page intentionally left blank.]*

**CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO  
RESOLUTION NO. 28 20/21**

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND AMONG THE NEW MEXICO COLONIAS INFRASTRUCTURE BOARD ("CIB") AND THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY," AND COLLECTIVELY WITH THE CIB, THE "LENDERS/GRANTORS") AND THE CITY OF TRUTH OR CONSEQUENCES (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$1,000,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF ROAD AND DRAINAGE IMPROVEMENTS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF \$100,000 SOLELY FROM ONE-QUARTER OF ONE PERCENT OF MUNICIPAL GROSS RECEIPTS TAX DISTRIBUTED TO THE BORROWER/GRANTEE BY THE STATE TAXATION AND REVENUE DEPARTMENT; ACCEPTING THE GRANT AMOUNT OF \$900,000; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

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

WHEREAS, the CIB is a public body duly organized and created under and pursuant to the laws of the State of New Mexico (the "State"), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, (the "Colonias Infrastructure Act" or the "Act"); and

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

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, §§ 3-1-1 through 3-66-11, NMSA 1978, as amended; and

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the “Fund”) in the Finance Authority, to be administered by the Finance Authority to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, the Borrower/Grantee and Williamsburg are communities that have been designated as Colonias within the meaning of Act; and

WHEREAS, the Borrower/Grantee submitted an application dated January 29, 2020, for the Project; and

WHEREAS, the CIB has determined that the Project is a qualifying Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 20, 2020, recommended to the Finance Authority that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, for the benefit of the Colonia and the CIB has recommended that the Finance Authority enter into and administer this Agreement; and

WHEREAS, the Finance Authority approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 25, 2020; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and Williamsburg that the Borrower/Grantee enter into an Agreement with the Lenders/Grantors to borrow \$100,000 from the Lenders/Grantors and to accept a grant in the amount of \$900,000 from the Lenders/Grantors to finance the costs of construction of road and drainage improvements, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Local Match and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee, Williamsburg and the constituent public they serve that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

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

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

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

WHEREAS, the Governing Body hereby determines that the Local Match is now available to the Borrower/Grantee to complete the Project; and

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

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

Section 1. Definitions. Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms not defined herein shall have the meaning given them by the Loan/Grant Agreement.

“Agreement” or “Loan/Grant Agreement” means the Loan/Grant Agreement and any amendments or supplements thereto, including the Exhibits attached thereto.

“Authorized Officers” means, any one or more of the Mayor, Mayor Pro Tem, and City Clerk-Treasurer thereof.

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

“CIB” means the Colonias Infrastructure Board created by the Act.

“Closing Date” means the date of execution of the Loan/Grant Agreement by the Borrower/Grantee, the CIB and the Finance Authority.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly Truth or Consequences and Williamsburg, New Mexico.

“Colonias Infrastructure Project Fund” or “Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Completion Date” means the date of final payment of the cost of the Project.

“Eligible Architectural, Engineering and Construction Management Fees” means the fees and costs associated with the architectural, engineering and construction project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project, in an amount up to twelve percent (12%) of the Loan/Grant Amount.

“Eligible Fees for Other Professional Services” means the fees and costs incurred for other professional services necessary to the completion of the Project including, but not limited to, services provided by accounting and auditing firms, hydrologists and surveyors. Such fees may not exceed five percent (5%) of the Loan/Grant Amount.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by the Agreement, in an amount not exceeding five percent (5%) of the Loan/Grant Amount. “Eligible Items” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and constructing the Project, and, without limitation, Eligible Legal Costs and Eligible Fiscal Agent Fees.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the qualified project, in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

“Finance Authority” means the New Mexico Finance Authority.

“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 Borrower/Grantee as its fiscal year.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee 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 Borrower/Grantee.

“Governing Body” means the Board of Trustees of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall equal 90% of the Amount disbursed not to exceed \$900,000.

“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.

“Lenders/Grantors” means the CIB and the Finance Authority.

“Loan” or “Loan Amount” means 10% of the amount disbursed to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$100,000.

“Loan/Grant” or “Loan/Grant Amount” means the amount provided to the Borrower/Grantee as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project. The value of the Loan/Grant shall not equal more than \$1,000,000.

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is \$100,000.

“NMAC” means the New Mexico Administrative Code.

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

“Pledged Revenues” the one-quarter of one percent (.25%) of Municipal Gross Receipts Tax enacted pursuant to Section 7-19D-9, NMSA 1978, as amended, and the Tax Ordinance of the Borrower/Grantee received pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments pursuant to the Resolution and this Agreement and described in the Term Sheet.

“Policies” means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

“Project” means the project described in the Term Sheet.

“Project Account” means the book account, if any, established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant

Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a capital outlay project recommended by the CIB to the Finance Authority for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“State” means the State of New Mexico.

“Tax Ordinance” means Borrower/Grantee’s Ordinance No. 283 passed and approved by the Borrower/Grantee pursuant to Section 7-19D-9, NMSA 1978, as amended, on March 12, 1979, which imposes the one-quarter of one percent (.25%) Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective January 1, 1980.

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

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is thirty (30) years.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee, Williamsburg and the public they serve.



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

A. The Project is needed to meet the needs of the Borrower/Grantee, Williamsburg and the public they serve.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Local Match is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The Lenders/Grantors shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has title to or easements or rights of way on the real property upon which the Project is being constructed or located.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members 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 Borrower/Grantee and Williamsburg, and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$900,000 and borrowing the Loan Amount of \$100,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$900,000 and the Loan shall be in the amount of \$100,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body, at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant 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 attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the Finance Authority and further approves of the deposit or crediting of a portion of the Loan/Grant Amount to pay expenses. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Colonias Infrastructure Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. CIB and Finance Authority Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article V of the Loan/Grant Agreement. Neither the CIB nor the Finance Authority shall in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lenders/Grantors shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount directly from the Pledged Revenues to the Finance Authority as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount, the priority of which is consistent with that shown on the Term Sheet.

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/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the CIB and the Finance Authority.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully 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, ordinances, resolutions, 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 Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk-Treasurer of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

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:

*[Form of Notice of Adoption 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. 28 20/21, duly adopted and approved by the Board of Trustees of the City of Truth or Consequences, New Mexico on December 16, 2020. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the City Clerk-Treasurer, at 505 Sims Street, Truth or Consequences, New Mexico 87901.

The title of the Resolution is:

**CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO  
RESOLUTION NO. 28 20/21**

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND AMONG THE NEW MEXICO COLONIAS INFRASTRUCTURE BOARD ("CIB") AND THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY," AND COLLECTIVELY WITH THE CIB, THE "LENDERS/GRANTORS") AND THE CITY OF TRUTH OR CONSEQUENCES (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$1,000,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF ROAD AND DRAINAGE IMPROVEMENTS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF \$100,000 SOLELY FROM ONE-QUARTER OF ONE PERCENT OF MUNICIPAL GROSS RECEIPTS TAX DISTRIBUTED TO THE BORROWER/GRANTEE BY THE STATE TAXATION AND REVENUE DEPARTMENT; ACCEPTING THE GRANT AMOUNT OF \$900,000; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE

TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION  
AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title.  
This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

*[End of Form of Notice of Adoption for Publication]*

PASSED, APPROVED AND ADOPTED THIS 16<sup>TH</sup> DAY OF DECEMBER, 2020.

CITY OF TRUTH OR CONSEQUENCES,  
SIERRA COUNTY, NEW MEXICO

By \_\_\_\_\_  
Sandy Whitehead, Mayor

ATTEST:

By \_\_\_\_\_  
Angela A. Torres, 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 the Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

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Those Voting Nay:

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Those Absent:

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\_\_\_\_\_ ( ) Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and City Clerk-Treasurer signed the Resolution upon the records of the minutes of the Governing Body.

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

CITY OF TRUTH OR CONSEQUENCES,  
SIERRA COUNTY, NEW MEXICO

By \_\_\_\_\_  
Sandy Whitehead, Mayor

ATTEST:

By \_\_\_\_\_  
Angela A. Torres, City Clerk-Treasurer

*[Remainder of page intentionally left blank.]*



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

I, Angela A. Torres, the duly qualified and acting City Clerk-Treasurer of the City of Truth or Consequences, New Mexico (the “Borrower/Grantee”), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of Trustees of the Borrower/Grantee (the “Governing Body”), had and taken at a duly called regular meeting held at 505 Sims Street, Truth or Consequences, New Mexico 87901, on December 16, 2020, at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. 28 20/21 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is 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. The 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, as amended, including the Borrower/Grantee's open meetings Resolution No. 01 20/21, adopted and approved on July 8, 2020, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 22<sup>nd</sup> day of January, 2021.

CITY OF TRUTH OR CONSEQUENCES, SIERRA  
COUNTY, NEW MEXICO

By \_\_\_\_\_  
Angela A. Torres, City Clerk-Treasurer

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**EXHIBIT “A”**

Notice of Meeting, Meeting Agenda and Minutes, if available.

**\$1,000,000**  
**CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO**  
**COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT**  
**NO. CIF-5192**

**RIGHT-OF-WAY CERTIFICATE**

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

1. That the Borrower/Grantee or the benefiting Colonias is the owner in fee simple of the lands needed for the construction, operation, and maintenance of the facilities to be constructed, installed, repaired, or enlarged with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority and the New Mexico Colonias Infrastructure Board (the "Project"), or that the Borrower/Grantee or benefiting Colonias has acquired and presently holds continuous and adequate rights-of-way on lands owned by others that are needed for the Project, whether public or private, 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 Borrower/Grantee or benefiting Colonias has acquired all 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 utility corridors.
3. That the attached map(s) or plat(s) show(s) the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee or benefiting Colonias has acquired and now holds by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.
4. Exceptions: [NONE]

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[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Truth or Consequences, New Mexico as of this 22<sup>nd</sup> day of January, 2021.

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Jaime F. Rubin  
Attorney for Borrower/Grantee  
P. O. Drawer 151  
Truth or Consequences, New Mexico 87901

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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)  
STEPHEN CHARNAS (1934-2018)  
MICHAEL G. SUTIN (1935-2019)

ROBERT G. HEYMAN (Of Counsel)

NOE ASTORGA-CORRAL  
LILIANA BENITEZ DE LUNA

ANNE P. BROWNE  
SUZANNE WOOD BRUCKNER  
STEFAN R. CHACÓN  
MARIA MONTOYA CHAVEZ  
EDUARDO A. DUFFY  
TINA MUSCARELLA GOOCH  
ALISON K. GOODWIN  
JESSE D. HALE  
SUSAN M. HAPKA  
WADE L. JACKSON  
DAVID H. JOHNSON  
ROBERT J. JOHNSTON  
CHRISTINA M. LOONEY

STEVAN DOUGLAS LOONEY  
DEBORAH E. MANN  
BRANA L. MEECH  
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ANDREW J. SIMONS  
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WWW.SUTINFIRM.COM

January 22, 2021

New Mexico Finance Authority  
207 Shelby Street  
Santa Fe, New Mexico 87501

Re: \$1,000,000 Colonias Infrastructure Project Fund Loan/Grant to the City of Truth  
or Consequences, Sierra County, New Mexico, CIF-5192

Ladies and Gentlemen:

We have acted as Loan/Grant Counsel to the New Mexico Finance Authority in connection with the \$1,000,000 Colonias Infrastructure Project Fund Loan/Grant Agreement dated January 22, 2021 (the "Loan/Grant Agreement") by and among the City of Truth Consequences, Sierra County, New Mexico (the "Borrower/Grantee") and the Colonias Infrastructure Board and the New Mexico Finance Authority (collectively, the "Lenders/Grantors"). The Loan/Grant Agreement is executed and delivered by the Borrower/Grantee pursuant to Sections 6-30-1 through 6-30-8, NMSA 1978, as amended, and the Borrower/Grantee's Resolution No. 28 20/21, adopted on December 16, 2020 (the "Resolution"). The Loan/Grant Agreement has been executed and delivered to provide funds for construction of road and drainage improvements as described in the Loan/Grant 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 Borrower/Grantee 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 Borrower/Grantee'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:

January 22, 2021

Page 2

1. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the Municipal Gross Receipts Tax of the Borrower/Grantee, as described in the Loan/Grant Agreement (the “Pledged Revenues”) which it purports to create.

2. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

3. The Loan/Grant Agreement is payable solely from, and such payment is secured by a valid and binding subordinate lien on the distribution on the Pledged Revenues subordinate to the lien thereon of other outstanding obligations secured by the Pledged Revenues and on a parity with the lien thereon of other outstanding obligations secured by a subordinate lien on the Pledged Revenues. The Lenders/Grantors have no right to have taxes levied by the Borrower/Grantee for the payment of principal of or interest on the Loan/Grant Agreement and the Loan/Grant 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/Grant Agreement is a valid and binding obligation of the Lenders/Grantors and is enforceable in accordance with its terms and provisions.

We express no opinion with respect to the provisions of the Loan/Grant 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 Lenders/Grantors and the Borrower/Grantee with the terms of the Loan/Grant Agreement.

The foregoing opinion 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.

January 22, 2021

Page 3

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

\$1,000,000  
CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO  
COLONIAS INFRASTRUCTURE LOAN/GRANT  
NO. CIF-5192

Closing Date: January 22, 2021

TRANSCRIPT OF PROCEEDINGS  
INDEX

1. Open Meeting Act Resolution No. 01 20/21 adopted July 8, 2020
2. Resolution No. 28 20/21, adopted December 16, 2020, Agenda, and the Affidavit of Publication of the Notice of Adoption of Resolution in the *Sierra County Sentinel*
3. Loan/Grant Agreement
4. General and No Litigation Certificate
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate
7. Borrower's Counsel Opinion
8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the Finance Authority
9. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

City of Truth or Consequences  
New Mexico Finance Authority  
Sutin, Thayer & Browne A Professional Corporation





## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: December 16, 2020

Agenda Item #: G.1

**SUBJECT:** Presentation/Discussion/Action: Approval of Legislative Priorities for the 2020/2021 Legislative Session.

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** December 11, 2020

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Morris Madrid

***Summary/Background:***

Infrastructure Capital Improvement Plan was adopted by Resolution 06 20/21 on 8-26-2020

***Recommendation:***

Approve Legislative Priorities for the 2020/2021 Legislative Session.

***Attachments:***

***Fiscal Impact (Finance):*** TBD

***Legal Review (City Attorney):*** N/A

***Approved For Submittal By:*** ☐ Department Director

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

***Final Approval:*** ☐ City Manager

#### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 12-16-2020



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: December 16, 2020

Agenda Item #: G.2

**SUBJECT:** Possible Resignation and Appointment of Member to serve on the Joint Powers Commission (JPC).

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** December 11, 2020

**SUBMITTED BY:** Angela A. Torres, Clerk-Treasurer

**WHO WILL PRESENT THE ITEM:** City Manager Madrid

**Summary/Background:**

This item was requested to be added to the agenda for discussion and possible action.

**Recommendation:**

N/A

**Attachments:**

- None.

**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. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 12/16/2020