Sandra Whitehead Mayor

Brendan Tolley Mayor Pro-Tem

Amanda Forrister Commissioner



Paul Baca Commissioner

Randall Aragon Commissioner

Morris Madrid City Manager

505 Sims St.

Truth or Consequences, New Mexico 87901
P: 575-894-6673 x 301 ♦ 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, AUGUST 12, 2020; TO START AT 9:00 A.M.

#### A. CALL TO ORDER

#### B. INTRODUCTION

1. ROLL CALL

Hon. Sandra Whitehead, Mayor

Hon. Brendan Tolley, Mayor Pro-Tem

Hon. Paul Baca, Commissioner

Hon. Randall Aragon, Commissioner

Hon. Amanda Forrister, 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, July 22, 2020
- 2. City Commission Special Minutes, July 29, 2020
- 3. City Commission Emergency Minutes, July 29, 2020
- 4. Acknowledge Regular Public Utility Advisory Board Minutes, June 15, 2020
- 5. Acknowledge Regular Recreation Advisory Board Minutes, July 6, 2020
- 6. Subrecipient Funding 4th Quarter Reports
- 7. Accounts Payable July 2020

#### F. PUBLIC HEARINGS

- 1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 709 amending the Code of Ordinances by adding a Section related to Sale of Real Property pursuant to §NMSA 1978 3-54-1. City Manager Madrid and Traci Alvarez, Grant Projects Coordinator/Zoning Official
- 2. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 716 refunding of PPRF-5198 and new money for infrastructure projects, including the Loan Agreement, Intercept Agreement and closing documents. City Manager Madrid

#### G. ORDINANCES/RESOLUTIONS/ZONING

- 1. Discussion/Action: Resolution 07 20/21 Colonias Board Resolution to accept award/cash match. City Manager Madrid and Traci Alvarez, Grant Projects Coordinator/Zoning Official
- 2. Discussion/Action: Resolution 08 20/21 finding the property at 802 N. Bosque, Truth or Consequences, NM to be a dangerous and unsafe structure and authorizing demolition. Traci Alvarez, Grant Projects Coordinator/Zoning Official
- 3. Discussion/Action: Resolution 09 20/21 finding the property at 901 N. Bosque, Truth or Consequences, NM to be a dangerous and unsafe structure and authorizing demolition. Traci Alvarez, Grant Projects Coordinator/Zoning Official
- 4. Discussion/Action: Resolution 10 20/21 finding the property at 703 Jicarilla Way, Truth or Consequences, NM to be a dangerous and unsafe structure and authorizing demolition. Traci Alvarez, Grant Projects Coordinator/Zoning Official
- 5. Discussion/Action: Resolution 11 20/21 requiring the prompt removal of accumulated rubbish, wreckage, and debris from the property at 630 Charles Street, Truth or Consequences, NM. Traci Alvarez, Grant Projects Coordinator/Zoning Official

#### H. OLD BUSINESS

1. Discussion/Action: Consideration of amendments to Resolution 33 19/20 pertaining to a back to work plan for the City of Truth or Consequences. City Manager Madrid

#### I. NEW BUSINESS

- 1. Discussion/Update: Status of Emergency Declaration. Wilson & Company, Inc.
- 2. Discussion/Update: City Wide Projects Update. Wilson & Company, Inc.
- 3. Discussion/Action: ICIP Projects and Ranking. Traci Alvarez, Grant Projects Coordinator/Zoning Official
- 4. Discussion/Action: Resolution No. 06 20/21 to accept the ICIP for FY 2022-2026. Traci Alvarez, Grant Projects Coordinator/Zoning Official
- Discussion/Action: Request to the City of Truth or Consequences for membership in the South Central Council of Governments (SCCOG) for FY 2020-2021. City Manager Madrid

#### I. REPORTS

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

There will be a limited amount of in-person attendance allowed in the Commission Chambers based on COVID safe practices.

The meeting will be broadcast live through KCHS on 101.9 FM. You may also access the meeting using the information listed below:

Please join my meeting from your computer, tablet or smartphone. <a href="https://global.gotomeeting.com/join/425074989">https://global.gotomeeting.com/join/425074989</a>

You can also dial in using your phone.
United States: +1 (312) 757-3121 Access Code: 425-074-989

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If you do not wish to attend the meeting, but would like to give public input, please submit your comments to <a href="mailto:torcpubliccomment@torcnm.org">torcpubliccomment@torcnm.org</a>, by fax at (575) 894-6690, or a hard copy can be dropped off at the City Clerk's Office, 505 Sims Street, Truth or Consequences, NM. Please submit your comments no later than Monday, August 10, 2020.

If you have any questions or comments regarding the ICIP Projects and Ranking, please contact Traci Alvarez at (575) 952-0565 or by email at <a href="mailto:tburnette@torcnm.org">tburnette@torcnm.org</a>.

**NEXT REGULAR CITY COMMISSION MEETING AUGUST 26, 2020** 

# CITY OF TRUTH OR CONSEQUENCES

### **AGENDA REQUEST FORM**

MEETING DATE: August 12, 2020

Agenda Item #: <u>E.1</u>

SUBJECT:	City Commission Regular Meeting Minutes for July 22, 2020
DEPARTMENT:	City Clerk's Office
DATE SUBMITTED:	
SUBMITTED BY:	Angela A. Torres, Clerk-Treasurer
WHO WILL PRESEN	NT THE ITEM: City Manager Madrid
Summary/Backgro	ound:
Minutes approval.	
Recommendation:	
Approve the minut	es.
Attachments:	
• CC Minutes	
Fiscal Impact (Fina	nce): N/A
\$0.00	
Legal Review (City	Attorney): N/A
None.	
Approved For Subr	mittal 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: -	
☐ Approved	☐ Denied ☐ Other: -
File Name: CC Ag	endas 8-12-2020

# CITY COMMISSION MEETING MINUTES CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO CITY COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> St. WEDNESDAY, JULY 22, 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. Brendan Tolley, Mayor Pro-Tem

Hon. Paul Baca, Commissioner

Hon. Randall Aragon, Commissioner

Hon. Amanda Forrister, Commissioner

Also Present: Morris Madrid, City Manager

Angela A. Torres, City Clerk-Treasurer

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

#### 2. SILENT MEDITATION:

Mayor Whitehead announced that our Human Resources Director Becky Rodriguez. She asked for everyone to keep Becky, Police Chief Apodaca, her husband and the rest of their family in your thoughts and prayers. She then called for fifteen seconds of silent meditation.

#### 3. PLEDGE OF ALLEGIANCE:

Mayor Whitehead called for Mayor Pro-Tem Tolley to lead the Pledge of Allegiance.

#### 4. APPROVAL OF AGENDA:

Commissioner Forrister moved to approve the agenda as submitted. Mayor Pro-Tem Tolley seconded the motion. Motion carried unanimously.

#### C. PRESENTATIONS:

#### 1. Rio Grande Trail Project. Attila Bality, National Park Service:

Attila Bality and Merry Jo Fahl gave a brief presentation regarding the Rio Grande Trail Project. (Complete copy of presentation attached hereto and made part hereof.)

#### 2. Film Liaison Report. Cary "Jagger" Gustin, Film Liaison:

Cary "Jagger' Gustin gave a brief Film Liaison Report. (Complete copy of presentation attached hereto and made part hereof.)

#### D. COMMENTS FROM THE PUBLIC:

Frances Luna addressed the Commission with comments related to the renewal of the lease for "T" Hangar #5 which is leased by the Kiehne's. She also stated why it is important that we keep Mr. Kiehne's business local. If we don't renew this lease, he will take his business elsewhere.

John Diamond addressed the Commission with comments related to the "T" Hangar # 5 lease agreement. Mr. Diamond stated that Mr. Kiehne spends a lot of money in this town, and his business is very important for our community, so he asks that the city renew Mr. Kiehne's hangar lease agreement.

Doc Lanford asked that the city consider renewing Mr. Kiehne's hangar lease, and why it is important that we keep Mr. Kiehne's business here in T or C.

Joe Romero addressed the Commission with comments related to the renewal of the "T" Hangar #5 lease.

Larry Mullenax addressed the Commission with comments related to the "T" Hangar #5 lease, and why the city is advising Mr. Kiehne to use his hangar for aeronautical use which is required by the Federal Aviation Administration (FAA).

Kathy Vickers addressed the Commission with comments related to the "T" Hangar #5 lease agreement. She also referred to the Federal Aviation Administration (FAA) Rules and Regulations.

Diana Tittle had a comment related to the Regular Local Election Act. She asked City Clerk Torres if the state reimbursement needed to be added to the proposed Ordinance no. 716.

City Manager Madrid read a comment submitted by Lenora Gulihur. (Complete copy attached hereto and made part hereof.)

Mayor Whitehead read a comment submitted by Kathy Clark. (Complete copy attached hereto and made part hereof.)

#### E. RESPONSE TO PUBLIC COMMENTS:

Mayor Pro-Tem Tolley responded to comments related to the "T" Hangar #5 lease. He asked how it was determined that the hangar was in violation of our guidelines. He also asked City Manager Madrid to address the portion of the letter submitted by Lenora Gulihur saying that an aircraft is being stored in the hangar at times.

City Manager Madrid responded by saying he believes the violation was a delinquency of payment, and the failure to request renewal as provided by the contract. It also could have been due to a walk through by a representative from the Federal Aviation Administration (FAA). They have the right to walk through and inspect the entire Airport, including inside all of the hangars. This is not the only hangar that is being questioned. There are two other hangars in question that are maybe not being used for aeronautical purposes. The intent of the Court of Federal Regulations (CFR) is the law and there are civil and criminal penalties associated with that. Our biggest fear is not being funded for our Airport. We cannot operate the Airport without State and Federal funding. We received advice from the New Mexico Department of Transportation (NMDOT) (which also includes aircraft) that this is not an appropriate use of the hangar. The intent of the Court of Federal Regulations (CFR) is that the hangars are to be used for aircraft storage. However, it is not a violation to the policy for anyone who has an airplane to also store their vehicles in the hangar. They just cannot use that hangar as a glorified storage unit for non-aeronautical use. The registered aircraft on the "T" Hangar #5 lease does not fit in the hangar. If there is another aircraft allegedly being stored there, it's not registered with the Airport, and it is not part of the agreement. We also have not seen any physical observation that the other aircraft has been in there.

Commissioner Forrister asked if we have a hangar big enough for the larger plane; if we have a waiting list; and if there is a required amount of time you have to have an airplane in the hangars.

City Manager Madrid responded by saying he does not think we have a hangar available that will fit the larger plane. We do have a waiting list for the hangars and there are seven people on that list. As for the question regarding the time limit planes are to be stored in the hangar, that would be based on a reasonable amount of time.

Commissioner Aragon asked if Mr. Kiehne has an aircraft stored in the hangar.

City Manager responded no, there is not an aircraft stored in the hangar.

Commissioner Aragon also mentioned that we need to look at building an area for cars to park at the Airport. He also feels that we really need to address this issue.

City Manager Madrid responded by saying a leased space was offered to where he could build an enclosure, but that was not an option. We always want to find a resolution to this issue. The resolution to this issue will be based on whether both parties are willing to make accommodations within the law.

Commissioner Forrister asked how the city going to address the issue of hangars being used for non-aeronautical use because they are cheaper than renting a storage unit for a boat.

City Manager Madrid responded by saying we will have to be more diligent with our inspection of the hangars.

Mayor Whitehead talked to Mr. Kiehne, and she feels that they as a Commission need to make sure that they diligently investigate whether or not they are going to be penalized for this. She thinks that we can work everything out. The Truth or Consequences Airport belongs to the city, and we have to comply by the Federal Aviation Administration (FAA) Regulations. She was told by Mr. Kiehne that he stores his Jeep and equipment for his plane in the hangar. He is a big supporter of our community, county, schools, and kids, so we want to make sure that we keep him here and make him happy, but we still have to follow the guidelines of what we are putting in the hangars.

City Attorney Rubin advised the Commission that this item is not on the agenda so we really couldn't make a decision at this time. There are obviously some legal issues that we have to look at, and quotations regarding the federal rules. After taking a quick look at this, there are some concerns he may have so he will discuss this with City Manager Madrid, and we will see what we are legally allowed to do.

#### F. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, July 08, 2020
- 2. Acknowledge Regular Recreation Advisory Board Minutes, March 2, 2020:

Commissioner Baca moved to approve the consent calendar as noted. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

#### G. PUBLIC HEARINGS:

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 715 authorizing the City of Truth or Consequences to opt in to the Regular Local Election Act, pursuant to NMSA 1978 Section 1-22-3.1(2018):

City Clerk Torres addressed Diana Tittle's question during public comment. If this Ordinance is passed today, we do not have to add additional language that states that the county will take over elections, and the state will reimburse them.

City Attorney Rubin explained, as of right now the elections are held the first week in March of even numbered years. We have the option to continue that. However, we also have the option (pursuant to the state statute) to opt-into having our elections when the county has their local elections. Pursuant to Section 1-22-3.1 we have the option of either lengthening the term by 1 year, and 9 months, or reducing the terms by 3 months. When we originally brought this to the Commission, the original draft called for lengthening the term of 1 year, and 9 months, but after this was discussed two meetings ago, we decided it was more appropriate to have the terms shortened by 3 months. Section 2(A) and 2(B) of the ordinance reads:

- 2(A) Municipal officers elected or appointed to a term ending in 2022 shall serve until December 31, 2021. The new term of the position shall be elected at the regular local election in November 2021, and the new term shall commence January 1, 2022.
- 2(B) Municipal officers elected or appointed to a term ending in 2024 shall serve until December 31, 2023. The new term of the position shall be elected at the regular local election in November 2023, and the new term shall commence January 1, 2024.

Commissioner Forrister thinks we are doing this ethically by lessening the terms.

There were no opponents or proponents for this Public Hearing.

Mayor Whitehead closed the Public Hearing and called for a motion.

Mayor Pro-Tem Tolley moved to approve Final Adoption of Ordinance No. 715 authorizing the City of Truth or Consequences to opt in to the Regular Local Election Act, pursuant to NMSA 1978 Section 1-22-3.1(2018). Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

#### H. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Ordinance No. 716 for publication refunding of PPRF-5198 and new money for infrastructure projects, including the Loan Agreement, Intercept Agreement and closing documents:

City Manager Madrid explained that item has come before you twice, once last year, and once a couple of months ago. It is on our agenda again because the interest rates keep dropping for the financing from the New Mexico Finance Authority (NMFA). As the interest rates drop, they give us the opportunity to refinance. This is an opportunity to refinance again because when the economy is slower the bottom market is not as active. Therefore, the people selling the bonds have to drop the rates a little bit, which is in our best interest, and it saves us a lot of money. However, every time that happens, the New Mexico Finance Authority's (NMFA) policy is to re-do the entire process. Their process is similar to ours.

- They do a preliminary approval at their meeting
- They send us the preliminary agreement, and once we commit by publication that we are in support of the refinancing, they take it back at their meeting.

They then prepare the final documents for approval, and then send it back to us for our final approval, and that is why you do not have the detailed debt service schedules, payment schedules, or a final interest rate. This item is only to state the intent to publish, and support the refinancing. You will have all of that relevant information when we come back for final adoption.

Commissioner Forrister moved to approve Ordinance No. 716 for publication refunding of PPRF-5198 and new money for infrastructure projects, including the Loan Agreement, Intercept Agreement and closing documents. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

#### I. OLD BUSINESS:

1. Discussion/Action: Consideration of amendments to Resolution 33 19/20 pertaining to a back to work plan for the City of Truth or Consequences:

City Manager Madrid stated that he does not have any recommended changes to this Resolution at this time. He reported that the Governor's actions are based on statewide numbers which continue to rise. Right now we are staying in the same stage, and there is no indication that is going to change in the next couple of weeks. There has been a lawsuit filed by the Restaurant Association to contest the Governor's prohibition of inhouse seating and eating. The District Court found in favor of the Restaurant Association by default, meaning that the Governor's legal team did not file a response. The Supreme Court granted to keep the Governor's Order in place until the case can be heard next week. That is the only possible modification, and if the Governor's Order is overturned, then we should probably review the language at the next meeting. We may also end up being stricter than the State Order. That is something he will monitor with

our City Attorney and make sure that we are completely informed at our next meeting as to how it went.

Mayor Pro-Tem Tolley had a meeting with Police Chief Apodaca regarding the enforcement of masks. Chief Apodaca explained to him that he was under the impression that he would need some sort of Ordinance from the Commission in order for Local Law Enforcement to enforce the state mandate. However, after the last Commission meeting he received an email from the Attorney General's Office that specified that Local Law Enforcement could enforce the Department of Health Statute based on the Governor's Emergency Declaration. Therefore, he has given his officers the directive to enforce that order.

No action was taken on this item.

#### J. NEW BUSINESS:

1. Discussion/Action: Survey via Utility Bill regarding City Commission Meeting Times:

Commissioner Aragon explained that he has received phone calls regarding the time the Commission Meetings are held. He knows that they discussed waiting until after the COVID Pandemic ceased, but he doesn't feel that they should wait because people coming to the meetings, or not coming to the meetings, has nothing to do with the Pandemic. He urges the Commission to look at this, and leave it up to the community, because we support the community and we are their voice so we should let them vote. He would like to add the option of morning meetings being held at 9:00 a.m. or night meetings being held at 6:00 p.m. to be printed on the city utility bills. All they would have to do is circle it, sign it, and give it to the Utility Manager. Then we would look at the numbers and determine when the meetings are held by the numbers.

City Manager Madrid stated that he developed a short questionnaire that we could include in the utility bills. It provides the information the Commissioner's would like to see plus a little bit more. It is very simple, and it fits in the envelopes that are mailed out with the bills so it will not require any additional postage. The questionnaire asks if they would prefer the meetings in the morning, night, or no preference. It also provides a little more information as to people's willingness to participate and how they participate in meetings, whether it's by listening to the radio or through other media. The very last question asks are you able to view City Commission Meetings via YouTube or other media, and the reason for that is we are going to broadcast our meetings via YouTube in the future.

The Commission would like for both meetings each month to be at the same time, and they agreed for City Manager Madrid to move forward with the guestionnaire.

No action was taken on this item.

# 2. Discussion/Action: Consider the appointment of Larry Mullenax and Mark Shipley to the Airport Advisory Board. City Manager Madrid

City Manager Madrid stated that this is a recommendation from the Airport Advisory Board and he has no reason to disagree with the recommendation.

Mayor Pro-Tem Tolley asked if these were advertised or if they are just taking the board's recommendation, and not worrying about how they came to that decision.

City Manager Madrid stated that these are re-appointments.

Applicant Larry Mullenax stated that this is a re-appointment and he has been on the board for a few years. The problem he is struggling with is that it appeared in the beginning they were doing a lot more with what was happening at the Airport than they seem to be doing now. He feels like now they just sit there listen to a report, then say okay fine and go home. He doesn't feel that they are really much use to the Commission. We have a very small group of pilots to choose from to be involved in this. At the last Airport Advisory Board Meeting he suggested that they switch the Chairman and Vice-Chairman, but the Vice-Chairman wouldn't stand up to the plate.

Commissioner Forrister asked if it would help for those appointments to be advertised so we can start getting more people involved.

City Clerk Torres explained that they usually don't advertise for re-appointments because it's very hard for us to get anybody to apply for these boards. We usually just ask the members if they would like to be re-appointed and they re-submit their applications.

Commissioner Forrister would like them to come up with a plan as to how they reappoint people to these boards.

Commissioner Forrister moved to approve the appointment of Larry Mullenax and Mark Shipley to the Airport Advisory Board. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously

3. Discussion/Action: Consider the appointment of Cary "Jagger" Gustin to serve another 2 year term as the Film Liaison:

City Manager Madrid explained that he does not believe that this position was advertised. However, Mr. Gustin has represented our city for many years. He is a very active member at the state level, and he is one of our State Ambassadors. He travels around the state to attend meetings, and he has been doing this at his own expense. He completely supports Mr. Gustin's re-appointment as our Ambassador.

#### CITY COMMISSION JULY 22, 2020 REGULAR MEETING MINUTES

Cary "Jagger" Gustin thanked the Commission and stated that he is very honored to serve the city.

Mayor Pro-Tem Tolley moved to approve the appointment of Cary "Jagger" Gustin to serve another 2 year term as the Film Liaison. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Amanda Forrister, Commissioner abstained.

Hon. Paul Baca, Commissioner voted aye

Hon. Sandra Whitehead, Mayor voted aye

Hon. Brendan Tolley, Mayor Pro-Tem voted aye

Hon. Randall Aragon, Commissioner voted aye

Motion carried with a 4-0 vote. 1 abstained.

#### K. WORKSHOP:

1. Discussion/update: Review of "draft" 2020-2021 Final Budget:

City Manager Madrid reported on the City Manager's Office, Safety Department, Community Development Code Enforcement and Police Department.

City Clerk Angela Torres gave a brief review of the Clerks Office and upcoming goals for her department.

Finance Director Carol Kirkpatrick gave a brief review of the Finance Department and upcoming goals for her department.

Facility Management Director David Johnson gave a brief review of the Facility Management Department and upcoming goals for his department.

Water/Wastewater Director Jesse Cole gave a brief review of the Water and Wastewater Departments and upcoming goals for those two departments.

Sanitation Director Andy Alvarez gave a brief review of the Sanitation Department and upcoming goals for his department.

Electric Department Director Easley gave a brief review of the Electric Department and upcoming goals for his department.

Streets Supervisor Benny Fuentes gave a brief review of the Street Department and upcoming goals for his department.

Parks Supervisor Hechler gave a brief review of the Parks and Recreation Department and upcoming goals for his department.

Animal Shelter Manager Tara Manning gave a brief review of the Animal Shelter and goals she would like to achieve for the Animal Shelter.

Golf Course Manage Bart River gave a brief review of the Golf Course and upcoming goals for the Golf Course.

Library Director Pat O'Hanlon gave a brief review of the Library and goals she would like to achieve for the Library.

Pool Manager Kyle Blacklock gave a brief review of the current operations of the Swimming Pool.

Utility Manager Sonya Williams gave a brief review of the Utility Office and goals she would like to achieve for the Utility Office.

Airport Manager Orlando Saavedra gave a brief review of the Airport and upcoming goals for the Airport.

Fire Chief Tooley gave a brief review of the Fire Department.

Finance Director Kirkpatrick reviewed the draft version of the FY 2020/2021 Final Budget.

Mayor Whitehead closed the Workshop portion of the meeting.

#### **REPORTS:**

#### City Manager Madrid reported the following:

 As the Mayor mentioned at the beginning of the meeting, they did lose one of their employees, Becky Rodriguez. She was very valuable and friendly to everyone. Due to the COVID Pandemic our employees cannot attend the services, so he has spoken to the family and received their permission to purchase a memorial plaque to place in front of one of the trees in the Evelyn Renfro Park as a dedication memorial for Becky.

#### Commissioner Forrister reported the following:

 She had concerns regarding the parking on the South side of the Ralph Edwards Park.

City Manager Madrid responded, he can look into placing a barrier in that area to ensure that nobody can park close to the river, because there is no intention for parking to be in that area. That portion will not even be paved. The only parking will be up against the park for the Farmers Market.

 Commissioner Forrister also stated that the individual with Amerigreen Organics voiced to her that he was disappointed with the city. He feels that there isn't any support coming from us. She knows that we had talked about being happy for them to come in, but she has been told that nobody from the city has been attending their meetings.

City Manager Madrid stated all he can say about that is that the state placed that funding on hold pending the special session. Since then, the application is undergoing an administrative review, and is entirely on hold until further notice. The funding is not even assured anymore.

Commissioner Forrister also stated that it has been brought to her attention that
the city has not adopted the County's Wildland Fire Plan. She asked what
happens next if we have a structure fire vs. having a wildland fire, and do we
have procedures in place on what happens when a wildland fire happens vs. a
structure fire in the city limits.

City Manager Madrid responded, as far as putting out the fire itself, that's the Fire Chief's call, and if he made a recommendation to adopt a Wildland Fire Plan Ordinance that would be on the agenda in a minute. As far as coordinating everything related to an emergency like that we do have that commanding control structure in place.

Commissioner Forrister recommended that they look into adopting the Wildland Fire Plan for the city.

#### Mayor Pro-Tem Tolley reported the following:

 He was approached by multiple concerned citizens regarding the enforcement of wearing masks. They asked that the T or C Police Department enforce the state mandate of wearing masks in public. It does, however look like Chief Apodaca is already enforcing that.

City Manager Madrid explained the idea of enforcement will be that they walk up to the individual, remind them of the mask requirement, and we will have masks available to give them. Anything that has to do with the city we will have a presence and a plan. If a person shows up and refuses to wear a mask, and refuses to leave, an officer will then say either put on a mask or you need to leave. The person would probably be sited for trespassing rather than the mask violation because that makes them accountable to our court here. We don't know what the process is for issuing a violation for the masks. The removal of the person addresses the problem rather than handing them a piece of paper.

### Commissioner Aragon reported the following:

 He asked City Manager Madrid about the time frame of when the meeting survey would go out. He also asked that it be advertised on Facebook.

City Manager Madrid said that they can start sending it out with the next billing cycle which would be early next week.

#### CITY COMMISSION JULY 22, 2020 REGULAR MEETING MINUTES

M. ADJOURNMEN	11:
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Commissioner Forrister moved to adjourn at 1:08 p.m. Mayor Pro-Tem Tolley seconded the motion. Motion carried unanimously.

Passed and Approved this 12th day of August, 2020.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

# CITY OF TRUTH OR CONSEQUENCES

### **AGENDA REQUEST FORM**

MEETING DATE: August 12, 2020

Agenda Item #: <u>E.2</u>

SUBJECT:	City Commission Special Meeting Minutes for July 29, 2020				
<b>DEPARTMENT:</b>	City Clerk's Office				
DATE SUBMITTED: August 7, 2020					
SUBMITTED BY:	Angela A. Torres, Clerk-Treasurer				
WHO WILL PRESEN	IT THE ITEM: City Manager Madrid				
Company / Day also wa	and a				
Summary/Backgro	ouna:				
Minutes approval.					
Recommendation:					
Approve the minut	es.				
Attachments:					
<ul> <li>CC Minutes</li> </ul>					
- CC Milliutes					
Fiscal Impact (Fina	nce): N/A				
\$0.00					
,					
Legal Review (City	Attorney): N/A				
Ness					
None.					
Approved For Subr	nittal By:   Department Director				
	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: -					
☐ Approved	☐ Denied ☐ Other: -				
File Name: CC Ag					

#### SPECIAL CITY COMMISSION MEETING MINUTES CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO CITY COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> St. WEDNESDAY, JULY 29, 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. Brendan Tolley, Mayor Pro-Tem

Hon. Paul Baca, Commissioner

Hon. Randall Aragon, Commissioner

Hon. Amanda Forrister, Commissioner

Also Present: Morris Madrid, City Manager

Angela A. Torres, City Clerk-Treasurer

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

#### 2. SILENT MEDITATION:

Mayor Whitehead called for fifteen seconds of silent meditation.

#### 3. PLEDGE OF ALLEGIANCE:

Mayor Whitehead called for Commissioner City Manager Madrid to lead the Pledge of Allegiance.

#### 4. APPROVAL OF AGENDA:

City Manager Madrid asked for item D2 to be presented before item D1.

Commissioner Forrister moved to approve the agenda as amended.

Mayor Pro-Tem Tolley seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

#### D. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 04 20/21 approving the DFA 4th Quarter Report:

City Manager Madrid thanked the Commissioners for being here today, and stated that it just turned out that they were going to need an emergency meeting anyway. These reports are fairly straight forward. Your approval is a requirement by The Department of Finance and Administration (DFA) and it is just acknowledging the information that we are going to send them. This is a requirement whether it is good, bad or ugly. In our case it is good. He then reviewed some of the highlights and what they mean in regards to the City of Truth or Consequences.

Commissioner Baca moved to approve Resolution No. 04 20/21 approving the DFA 4th Quarter Report. Commissioner Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 03 20/21 adopting the Final Budget for FY 2020-2021:

City Manager Madrid stated that we have no changes from what was presented at our workshop on July 22<sup>nd</sup>. This is a form that is detailed document that is required by the Department of Finance and Administration (DFA). This is a public document subject to review by the public and it is available to anyone.

Mayor Pro-Tem Tolley moved to approve Resolution No. 03 20/21 adopting the Final Budget for FY 2020-2021. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

#### **E. ADJOURNMENT:**

Commissioner Forrister moved to adjourn at 9:22 a.m. Commissioner Baca seconded the motion. Motion carried unanimously.

Passed and Approved this  $\underline{12^{th}}$  day of  $\underline{August}$ , 2020.

	Sandra Whitehead, Mayor
ATTEST:	
Angela A. Torres, CMC, City Clerk	

# CITY OF TRUTH OR CONSEQUENCES

### **AGENDA REQUEST FORM**

MEETING DATE: August 12, 2020

Agenda Item #: <u>E.3</u>

SUBJECT:	City Commission Emergency Meeting Minutes for July 29, 2020			
DEPARTMENT:	City Clerk's Office			
DATE SUBMITTED: August 7, 2020 SUBMITTED BY: Angela A. Torres, Clerk-Treasurer				
	IT THE ITEM: City Manager Madrid			
6 /0 /				
Summary/Backgro	ound:			
Minutes approval.				
Recommendation:				
Approve the minut	es.			
Attachments:				
• CC Minutes				
Fiscal Impact (Fina	nce): N/A			
\$0.00				
Legal Review (City	Attorney): N/A			
None.				
Approved For Sub-	nittal Pur Department Director			
	nittal By:  Department Director			
_	City Clerk			
Final Approval: $\boxtimes$	City Manager			
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN			
Resolution No	Ordinance No			
Continued To: -	Referred To: -			
☐ Approved	□ Denied □ Other: -			
File Name: CC Ag	endas 8-12-2020			

#### EMERGENCY CITY COMMISSION MEETING MINUTES CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO CITY COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> St. WEDNESDAY, JULY 29, 2020

#### A. CALL TO ORDER

The meeting was called to order by Mayor Sandra Whitehead at 9:30 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. Brendan Tolley, Mayor Pro-Tem

Hon. Paul Baca, Commissioner

Hon. Randall Aragon, Commissioner

Hon. Amanda Forrister, Commissioner

Also Present: Morris Madrid, City Manager

Angela A. Torres, City Clerk-Treasurer

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

#### 2. SILENT MEDITATION:

Mayor Whitehead called for fifteen seconds of silent meditation.

#### 3. PLEDGE OF ALLEGIANCE:

Mayor Whitehead led the Pledge of Allegiance.

#### 4. APPROVAL OF AGENDA:

Mayor Pro-Tem Tolley moved to approve the agenda as submitted. Commissioner Baca seconded the motion. Motion carried unanimously.

#### D. ORDINANCES/RESOLUTIONS/ZONING:

 Discussion/Action: Approval of Disaster Declaration Resolution No. 05 20/21 to apply for funding from other governmental sources:

Mayor Whitehead read Resolution No. 05 20/21 which stated the following:

#### **EMERGENCY RESOLUTION DECLARING DISASTER**

WHEREAS, the City of Truth or Consequences experienced a severe and heavy rainstorm on July 26, 2020; and

WHEREAS, the rainstorm caused severe flooding within the City limits of Truth or Consequences and has created a great risk of injury, damage and substantial financial loss to persons and property within the City; and

WHEREAS, the City commission has determined that it must take immediate action in order to protect the City's inhabitants and property; and

WHEREAS, a financial resolution declaring a disaster is necessary in order to allow the City to apply for appropriate funding from other governmental entities which will allow the City to immediately protect its infrastructure, facilities, roadways and wastewater and electrical systems; and

WHEREAS, pursuant to its Open Meeting Act Resolution No: 01 20/21, the City has provided more than twenty-four (24) hour notice of its July 29, 2020 meeting in order to consider and adopt this Emergency Resolution; and

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Truth or Consequences:

- 1. By virtue of the authority provided by the New Mexico Civil Emergency Preparedness Act, NMSA 1978, 12-10-01 to 12-20-10, does hereby declare the City of Truth or Consequences to be under a state of Emergency for the purpose of exercising necessary emergency powers, for expending local resources, and for requesting aid, assistance, relief programs, and funding that may be available from the State of New Mexico.
- 2. The City manager is authorized to contact the New Mexico Public Assistance (NMPA) Program and request financial or technical assistance for the benefit of the City; funding is to help restore public infrastructure and operations.
- 3. The City Manager shall work closely with the New Mexico Office of Emergency Operations (NMOEC) and FEMA to identify recovery programs that may be available after a disaster or emergency declaration is requested by the Governor and granted by the President.
- 4. The City Manager is hereby authorized to expend all reasonable efforts to protect the City as described. Further, the City Manager shall provide a report to the State's Attorney General's Office as contemplated by 10-15-1 (F), N.M.S.A (1978).

City Manager Madrid explained that this is the beginning of the process to try and obtain funding. We have already started the requirements to track our time and effort that is required by the event itself. We need to keep close track of things that we would not normally be doing or spending money on. The flood caused hundreds of thousands of dollars' worth of damage to city property.

Commissioner Aragon made a motion to approve the Disaster Declaration Resolution No. 05 20/21 to apply for funding from other governmental sources. Commissioner Forrister seconded the motion. Motion carried unanimously.

#### **E. ADJOURNMENT:**

Mayor Pro-Tem Tolley moved to adjourn at 10:18 a.m. Commissioner Baca seconded the motion. Motion carried unanimously.

Passed and Approved this 12th day of August, 2020.

	Sandra Whitehead, Mayor
ATTEST:	
Angela A. Torres, CMC, City Clerk	

# CITY OF TRUTH OR CONSEQUENCES

### **AGENDA REQUEST FORM**

MEETING DATE: August 12, 2020 Agenda Item #: £.4

SUBJECT:	Acknowledge Regular Public Utility Advisory Board Minutes for June 15, 2020.	
DEPARTMENT:	City Clerk's Office	
DATE SUBMITTED:		
	Angela A. Torres, City Clerk-Treasurer	
	NT THE ITEM: City Manager Madrid	
Summary/Backgro	ouna:	
Acknowledge Minu	utes	
Recommendation:		
Acknowledge minu	ites.	
Attachments:		
Minutes -		
Fiscal Impact (Fina	nce): N/A	
\$0.00		
Legal Review (City	Attorney): N/A	
None.		
Approved For Subr	nittal By:   Department Director	
Reviewed by: 🛛	City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.	
Final Approval: 🗵		
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN	
Resolution No	Ordinance No	
Continued To: -		
☐ Approved	☐ Denied ☐ Other: -	
File Name: CC Ag		

# CITY OF TRUTH OR CONSEQUENCES PUBLIC UTILITY ADVISORY BOARD MINUTES MONDAY, JUNE 15, 2020

#### **REGULAR MEETING**

Regular meeting of the Public Utility Advisory Board of the City of Truth or Consequences, New Mexico held in the City Commission Chambers, 405 W. 3<sup>rd</sup> Street, at 5:30 p.m. on Monday, June 15, 2020.

#### **INTRODUCTION:**

#### **ROLL CALL:**

Jeff Dornbusch, Chairman Ron Pacourek, Member Gil Avelar, Member Don Armijo, Member

#### ALSO PRESENT:

Morris Madrid, City Manager Jesse Cole, Water/Wastewater Department Director Angela A. Torres, City Clerk

#### APPROVAL OF AGENDA:

Chairman Dornbusch called for approval of the agenda.

Member Pacourek moved to approve the agenda as submitted. Member Avelar seconded the motion. Motion carried unanimously.

#### **APPROVAL OF MINUTES:**

Chairman Dornbusch called for approval of the minutes of Regular Monday, March 16, 2020.

Member Avelar moved to approve the minutes of the Regular meeting of Monday, March 16, 2020. Member Armijo seconded the motion. Motion carried unanimously.

#### **COMMENTS FROM THE PUBLIC:**

There were no comments from the public.

#### RESPONSE TO COMMENTS FROM THE PUBLIC:

There were no responses to public comment.

#### March 16, 2020 Regular Public Utility Advisory Board Minutes

#### **NEW BUSINESS:**

Discussion/Update: Acknowledge resignation on Board Member Ed Williams:

City Clerk Torres informed the board that Member Williams resigned from the board, and she will advertise for the position in next week's paper.

Discussion/Action: Recommendation for re-appointment of Jeff Dornbusch and Ron Pacourek:

Member Armijo made a motion to recommend to the City Commission the re-appointment of Jeff Dornbusch and Ron Pacourek. Member Avelar seconded the motion.

#### COMMENTS FROM THE BOARD:

A question came up regarding the Impact Fee Board and membership on that board. City Clerk Torres explained that the Impact Fee Board consists of the same members as the Public Utility Board plus two additional members. It was also mentioned that the next Impact Fee Board Meeting can be scheduled from 5pm-5:30pm.

#### **COMMENTS FROM STAFF:**

Water/Wastewater Department Director Cole explained that one of the booster pumps went out at the Morgan Street pump station. However, they did get it replaced.

#### **ADJOURNMENT:**

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

PASSED AND APPROVED this 20th day of July 2020.

Jeff Dornbusch, Chairman Public Utility Advisory Board

## CITY OF TRUTH OR CONSEQUENCES

## **AGENDA REQUEST FORM**

MEETING DATE: August 12, 2020 Agenda Item #: <u>E.5</u>

SUBJECT:	Acknowledge Regular Recreation Advisory Board Minutes for July 6, 2020.
DEPARTMENT:	City Clerk's Office
DATE SUBMITTED:	
SUBMITTED BY:	Angela A. Torres, City Clerk-Treasurer
	IT THE ITEM: City Manager Madrid
Summary/Backgro	und:
Acknowledge Minu	rites
Recommendation:	
Acknowledge minu	tes.
Attachments:	
Minutes	
-	
Fiscal Impact (Fina	nce): N/A
\$0.00	
Legal Review (City	Attorney): N/A
None.	
Approved For Subn	nittal By:   Department Director
	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: -	
☐ Approved	☐ Denied ☐ Other: -
File Name: CC Ag	endas 8-12-2020

## City of Truth or Consequences Recreation Advisory Board July 6, 2020

The meeting was called to order at 6:00 p.m. by Vice Chair/Secretary Carole Wheeler.

Those in attendance were:

Carole Wheeler, Vice Chair/Secretary Christie Conklin, Board Member Jeni Neeley, Board Member Ingo Hoeppner, Board Member

Also in attendance were O.J. Hechler, Parks & Rec. Dept. Manager, Ryan Lawler, Parks and Rec. Dept. Foreman, Kyle Blacklock, swimming pool manager via Phone.

The Pledge of Allegiance was recited.

The Agenda was approved by a motion by Jeni Neeley and second by Ingo Hoeppner

The minutes of the meeting held March 2, 2020 were approved by a motion by Ingo Hoeppner and a second by Jeni Neeley.

Comments from the public: None

Recreation Department Needs Assessment Update

Swimming Pool Update - Via phone conversation, Kyle Blacklock stated the future of the pool remains in limbo. The engineering company has indicated there is a significant leak which will be costly and time consuming. The pool will remain closed indefinitely until Manager Madrid can determine the direction the City wants to go with the pool refurbishing.

Dog Park Update - Carole Wheeler stated the dog park is still in great use eventho the weather is extremely hot. Early mornings and late evenings seem to be the time of choice. Three new shade shelters are in the planning stages. The anticipated fundraiser in March did not materialize due to the statewide shutdown.

Ball field and Parks Update - O.J. discussed the recent past and on-going Ralph Edwards Park renovation. The timing has been adjusted due to the statewide shutdowns. Recent work has included setting the forms for the new sidewalks, select tree removal and ground work. O.J. also provided information from the Rio Grande Trails group. It will be making a presentation to the City Commission at the July 22, meeting. The plan involves pedestrian bridge crossings in Williamsburg and T or C with abundant trail opportunities on the east side of the Rio Grande.

#### Other Discussion

A general discussion was held regarding the future of our Fiestas and their venues. Ingo has requested information from shade shelter vendors in order to get a feel for materials and their costs prior to needing them. Needs may include the Skate Park and Healing Water Plaza, as well as for Fiesta.

There being no other business, the meeting was adjourned by a motion from Ingo and a second from Jeni.

The meeting was adjourned at 7:00 p.m.

# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: August 12, 2020

Agenda Item #: <u>E.6</u>

SUBJECT:	Subrecipient 4 <sup>th</sup> Quarter Reports
DEPARTMENT:	City Manager's Office
DATE SUBMITTED:	August 4, 2020
	Tammy Gardner, Executive Assistant
	IT THE ITEM: Morris Madrid, City Manager
Summary/Backgro	und:
Contract requires t month following th	hat recipients of Subrecipient funding submit a quarterly report to the City by the 15 <sup>th</sup> of the e quarter.
Recommendation:	
Accept the 4 <sup>th</sup> Quai	ter Reports
Attachments:	
<ul><li>Checklist</li></ul>	
Reports	
<ul><li>Invoices</li></ul>	
Click here to enter te	kt.
Fiscal Impact (Fina	nce): N/A
\$0.00	
1 1 1 1 1 1	
Legal Review (City)	Attorney): N/A
None.	
None.	
Approved For Subn	nittal By: 🛮 Department Director
Reviewed by: 🗆 (	City Clerk
Final Approval: 🗵	
mar Approvar.	City Wallager
Continued To: Cli	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN  ck here to enter text. Ordinance No. Click here to enter text.  ck here to enter a date. Referred To: Click here to enter text.  Denied Other: Click here to enter text.  endas 8-12-2020

#### **SUBRECIPIENT QUARTERLY REPORTS**

SUBRECIPIENT QUARTERLY REPORTS	FISCAL YEAR:	2019/2020		Updated	: 02/04/20
Reports are due by the 15th of the month follows	ing the quarter.				
Exception: 4Q report due 06/05/2019		1ST QTR.	2ND QTR.	3RD QTR.	4TH QTR.
NAME OF ORGANIZATION	ALLOTMENT	REPORT YES NO	REPORT YES NO	REPORT YES NO	REPORT YES NO
(SUBRECIPIENT FUNDS)	-		Ja control de la	(SEESIMENTE/SEESIMATION PAGENES	
Companion Animal Action Team/CAAT Majie Powey 740-0421	\$2,500.00	X 10/04	X 01/06	X 4/13	X 5/29
Domestic Abuse Intervention Center Blanca Chavez 894-3557	\$2,500.00	X 10/10	X 01/09	X 4/14	X 6/3
Matthew 25 Food Pantry Dawn Jensen 847-785-9498	\$7,200.00	X 10/15	X 01/14	X 4/16	X 6/5
SJOA / Sierra Joint Office on Aging Joe McClintock, Susan Penner 894-6641	\$46,814.00	X 10/17	X 01/14	X 5/21	X 6/5
The Club of Sierra County Rebecca Dow 575-571-1056	\$10,000.00	X 10/08	X 01/14	X 4/22	X 6/2
(OTHER FUNDS)			ne zor ga g		
(OTTENT ONDS)					
Friends of Elephant Butte Lake State PK Carla Johnson	\$1,000.00	X 09/20	X 12/12	X 4/3	X 6/1
Geronimo Springs Museum Marilyn Pope 894-6600	\$4,600.00	X 09/27	X 01/06	X 4/13	X 6/5
Geronimo Trail Scenic Byway LaRena Miller 894-2255	\$5,000.00	X	X 01/07	X 4/13	X 5/27
MainStreet Truth or Consequences Linda DeMarino 740-6180	\$35,000.00	X 09/27	X 12/20	X 4/3	X 6/8
1st Quarter: JUL, AUG, SEP		Copies to City	/ Mgr. & Comi	mission	

2nd Quarter: OCT, NOV, DEC 3rd Quarter: JAN, FEB, MAR 4th Quarter: APR, MAY, JUN

Copies to City Mgr. & Commission Copies to City Mgr. & Commission Copies to City Mgr. & Commission Copies to City Mgr. & Commission

#### RECEIVED MAY 2 9 2020

Rev. 5/2013

# SUB-RECIPIENT QUARTERLY REPORT FY: 2019-2020 **ORGANIZATION:** Companion Animal Action Team ALLOCATION: \$2.500.00 **QUARTER:** 4th (FY Allotment, Not Qtr. Draw) (1st/2nd/3rd/4th) (Please confine your report to a one-page "narrative" for each quarter.) Due to the Corona Virus we were not able to hold clinics in April. However due to the lifting of restrictions on on veterinary services we held a clinic on May 12 and will hold a clinic on June 8. We will not hold a clinic in July as Amy takes that month off. We will resume clinics in August. In the May clinic we did 4 feline spays surgeries, 6 feline castrations, 8 canine spay surgries, and 7 canine castrations. In addition if dogs and cats were not up to date with vaccinaions we provided boosters or vaccinations if owners could not afford them. 8 dogs received rabies vaccine and distemper/parvo, 8 cats received the feline respiratory vaccine FVRCP and rabies. 25 animals are scheduled for June 8 and I can provide information on that clinic if needed but since it is held after the deadline I will not have that information until after this document has been turned in. Invoice is attached for the May 12 clinic. **SUBMITTED BY:** Majorie E Powey

TYPED NAME

DATED:

05/29/20

ORGANIZATION/RECIPIENT'S NAME: Companion Animal

Action Team

ADDRESS: PO Box 512

CITY, STATE and ZIP: Williamsburg, NM 87942

## SUBRECIPIENT GRANT FY 2019/20 (4th) QUARTER INVOICE

Date of Invoice: 05/29/2020

Invoice Amount: \$ 625.00

Submit To: City of Truth or Consequences

ATTN: City Clerk's Office

505 Sims Street

Truth or Consequences, NM 87901

Allocation Amount: \$ 2500.00

Quarter Draw: \$625.00

Please send payment to: Companion Animal Action Team

PO Box 512

Williamsburg, NM 87942

Thank you, Majarie & Davey

Majorie E Powey

Phone No.575-740-0421 or 575-894-6148

# INVOICE

#### **PNH Mobile 2**

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

#### "A Healthy Pet is a Happy Pet"

FOR: T or C CAAT

Bob Videto PO BOX 204 Williamsburg, NM Printed: 05-12-20 at 3:23p

Date: 05-12-20

Account: 15892

Invoice: (open)

					, , ,	
Date	For	Qty	Description	Price	Discount	Net Price
	Amy Starr,					
05-12-20	2020/05/	12 224	Milleage (S/N Clinic) per mile	672.00	312.00	360.00
05-12-20		1	S/N Clinic Day			1375.00
05-12-20		25	Presurgery Intake Exam and Da	y H375.00	375.00	0.00
05-12-20			Feline Ovariohistorectomy	200.00	200.00	0.00
05-12-20			Feline Castration	150.00	150.00	0.00
05-12-20			Canine Ovariohistorectomy	480.00	480.00	0.00
05-12-20			Canine Castration	350.00	350.00	0.00
05-12-20			PNH2 Ketamine-Xylazine Comb			0.00
05-12-20		114	PNH2 Tramadol Tablet 50mg (1	000		0.00
	Amy Starr,	DVM RX				
05-12-20		10	PNH1 Onsior (Robenacoxib)Tab	olet		50.00
Services by	Amy Starr,	DVM PS				
05-12-20		8	DHPP Annual Booster			72.00
05-12-20		8	PNH1 K9 DAPP Inventory (1ml)			0.00
05-12-20			Feline FVRCP 3 Year Booster			72.00
05-12-20		8	PNH1 Feline FVRCP Vaccine (1	ml)		0.00
05-12-20			PNH Rabies 1yr	,		135.00
05-12-20		15	PNH1 Rabies 3yr Vaccine (10m	1)		0.00
05-12-20			PNH1 Generic Rabies Tag (with			75.00
Services by	Amy Starr,	DVM RX				
05-12-20			PNH1 Elizabethan Collar #30			51.00
05-12-20		3				48.00
05-12-20		3	PNH1 Elizabethan Collar #20			45.00
05-12-20			PNH1 Elizabethan Collar #15			42.00
05-12-20			PNH1 Elizabethan Collar #12			52.00
<b>05-12-2</b> 0			PNH1 Elizabethan Collar #10			36.00
Services by						
05-12-20	#1479		Check payment			-2413.00
Old bala			nents Discount 13.00 1867.00 **		Ne	w balance

0.00 2413.00 2413.00 1867.00 \*\* 0.00 Your invoice total reflects our Client Class 1 discount.

Reminders for	Last done	
05-12-23 05-12-21	Feline 4 Annual Booster PNH Rabies 3vr	05-12-20
05-12-21	DHPP	05-12-20
05-12-21	MVC Exam W/Vaccines	05-12-20

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

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

We do not give refunds or reimbursements for professional services rendered, deposits on surgeries/major procedures or inventory items that have left the facility. Further charges such as lab tests, radiology, hospitalization, anesthesia and pharmacy items not posted at the time of discharge may be billed later. We do require a 24 hour advanced notice on all/any cancellations. \$25 cancellation fee will be charged on all No show less than 24 hours notice and surgery deposits will be forfeited. We appreciate your understanding.

The FREE New Pet Preventative Care Exam is a one time use only promotion. If you have received this discount during your visit please note that you will be charged at your next visit for an exam.

Also, check out our website (www.paws-n-hoovesvetclinic.com), online pharmacy, Facebook, YouTube, Pinterest, SnapChat and LinkedIn!

Do you have additional questions? Call us at Paws N' Hooves Mobile Veterinary Services (915) 490-4849 or Mesa Veterinary Clinic (915) 584-4491.

# Quarterly Report

## RECEIVED JUN 0 3 2020

Th

SUBRECIPIENT QUARTERLY REPORT				eport is due by the 15th o following the quart	of the month ter.)	Y: 2019/2020
ORGANIZATION: Domestic Abuse Intervention Center						2020/2020
ALLOCATION (FY Allotment, Not of	,	.00	QTR DRAW:	\$625.00	QUARTE	
(1st/2nd/3rd/4t						
v salar manageme services each quarter.)						
Statistical Information:		Years	Victimization Refe		Referral	Market and the second s
Female- 13	Anglo-8	18-21: 1	Emotional-	15 Police-4	Sheriff-	
Male- 2	Hispanic- 3	22-40: 7	Physical-9	Hospital-1	Self-Referral-6	
	Other- 2	41-59: 5	Sexual-	Courts- 2	Friends-	
		60-74:	Stalking-	Family-	Other-2	
		Unknown: 2	?	CYFD-		
Type of Contact: Volunteer Hours: Total- 1,124						
Orders of Protection- 6 Cell Phone-1,124						
Skills & Knowledge Sessions- 21.75 Administrative-						
Group- 22.50 Crisis-						
Community Navigation- 7.0 Office-						
Crisis Intervention-24.50 Direct client contact (crisis)- 4.25						· 4.25
Shelter- 4 Transportation - 1						
Food- 4	V V MATERIA DE LA CONTRACTION					
Legal Advocacy- 9.75						
tree early						
April -		May -		June-		
Windstream \$ 208.33 Windstream-\$			m-\$208.33	Windstream-\$2	208.34	Total \$625.00
SUBMITTED BY: Blanca Cha			a Chavez	1	Blanco (	0.0
	***************************************		NAME	1		ATURE
DATED:	-3-2020	7				Rev. 5/2014

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

RECEIVED JUN 0 3 2020

SUBRECIPIENT GRANT FY 2019/20 4<sup>th</sup> QUARTER INVOICE

Date of Invoice: June 3<sup>rd</sup>, 2020

Invoice Amount: \$625.00

Submit To: City of Truth or Consequences

ATTN: City Manager's Office

505 Sims Street

Truth or Consequences, NM 87901

Allocation Amount: \$2500.00

Quarter Draw: \$625.00

Please send payment to: Domestic Abuse Intervention Center

P.O. Box 1711

Truth or Consequences, NM 87901

Thank you,

Blanca Clavez

Blanca Chavez

575-894-3557

#### SUBRECIPIENT QUARTERLY REPORT

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

2019/2020

**ORGANIZATION:** 

**Matthew 25 Food Pantry** 

ALLOCATION:

\$7,200.00

QTR DRAW:

\$1,800.00

QUARTER:

**Ath** 

(FY Allotment, Not Qtr. Draw)

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

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

#### Primary Food Distribution Performance

Matthew 25 changed its procedure for distributing food baskets to walk-ins in April due to the coronavirus. Distribution of food baskets to walk-in clients inside the pantry was stopped. Instead clients drive to the backdoor where they give their name without leaving their vehicle. If they are enrolled in the Mathew 25 program, their record is updated. Otherwise, they are logged as an emergency food basket. In either case their food baskets are placed on a table, where the client then picks the baskets up. There is no face-to-face interaction less than 6 feet apart between Matthew 25 volunteers and the food pantry clients. During this time, no new enrollments were taken / accepted. No food baskets were delivered to Public Housing in April and May.

As of March 31, 583 households with 1,068 individuals were enrolled in the Matthew 25 Food Pantry, 66% of the walk-in households receive food stamps. As of May 31st, food baskets were delivered to 5,294 households consisting of 10,101 individuals. In the first 11 months of the grant/budget year, emergency food baskets were distributed to 345 households with 870 individuals including 174 children. A household is limited to two visits a month to the Matthew 25 Food Pantry, during the first eight months of the grant year 38% of the households averaged two visits for one or more months. In April and May, only 22% of the households averaged two visits a month, due to the coronavirus.

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

#### Financial Performance

Matthew 25 had a \$6,955.80 profit as of May 31st, the full grant year profit is projected to be \$7,451.64 against a full year budgeted loss of \$1,020. As of May 31st, private donations were 11% over budget, total revenue was 7.8% over budget. Total expenses were 17.7% below budget, due to larger food donations from Roadrunner (state/federal), Walmart, and private citizens. Food expense was \$6,876.77 or 56.3% below the eleven month budgeted amount. Utility expenses were \$1,808.43 or 35.3% over budget. Ironically, the large profit was the result of both increased private donations and decreased food expense due to the coronavirus.

Appendix: 5 - Provides an overview of Matthew 25's full year financial performance and the full year budget (the June 2020 financial performance is pro forma).

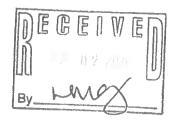
#### Other Activities

Matthew 25 Food Pantry's mission is to serve the community's impoverished and underprivileged, Food distribution is our paramount objective. This assistance is available to those who qualify without discrimination based on age, race, color, sex, religion, national origin, disability, or sexual orientation.

SUBMITTED BY:

Michael Hogg

DATED: June 5, 2020 The Club of Sierra County 122 N. Broadway St. Tor C, NM 87901



# SUBRECIPIENT GRANT FY 2019/20 4th QUARTER INVOICE

Date of Invoice: 6/2/2020

Invoice Amount: \$2,500

Submit To: City of Truth or Consequences

ATTN: City Clerk's Office

505 Sims Street

Truth or Consequences, NM 87901

Allocation Amount: \$10,000

Quarter Draw: \$2,500

C)

Please send payment to: The Club of Sierra County

1300 S. Broadway T or C, NM 87901

Thank you,

Charis Baxter 575-894-8336

SUBRECIPIENT	QUARTERL	Y REPORT		e by the 15th of the r wing the quarter.)	nonth	FY:	2019/20
ORGANIZATION:	Friends of El	lephant Butte St	ate Park		_		
ALLOCATION: (FY Allotment, Not Qtr. Dra	\$1,000.00	QTR DRA	W:\$	250.00	QUAF	RTER:	4th (1st/2nd/3rd/4th)
(	Please detail ti	he progress made	in providir	ng the services e	each quar	ter.)	
The 2019/20 show	w was the bes	st one for quite	some time	. It's sad that	there wi	ll be no	)
2020/21 show du	e to the State	Parks closures,	time cons	traints, dealin	g with s	applier:	5,
SUBMITTED BY:		Carla L. Johnso	חס		such a	L. C	Delinn
DATED: 05,	/30/20	TYPED NAME		UN 0 1 2020		SIGNATU	RE Rev. 5/2014

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



#### SUBRECIPIENT GRANT FY 2019/20 4th QUARTER INVOICE

DATE OF INVOICE:

May 30, 2020

**INVOICE AMOUNT:** 

\$250.00

Submit To:

City of Truth or Consequences

ATTN: City Clerk's Office

505 Sims Street

Truth or Consequences, NM 87901

Allocation Amount:

\$1,000.00

Quarter Draw:

\$250.00

Please send payment to:

Friends of Elephant Butte Lake State Park

P.O. Box 1621

Elephant Butte, NM 87935

Thank you,

Carla Johnson 520-471-0134 cell

carla.johnson4625@gmail.com

# RECEIVED JUN 05 2020 TO City Capy

SUB-RECIPIENT QUARTERI			FY: 2020-21
organization: $G_{e_{zoz}}$	Dorin Sprin	rgs Museum	<b>a</b>
ALLOCATION: 5/1/00.00 FY Allotment, Not Qtr. Draw)		QUARTE	(1st/2nd/3rd/4th)
(Please confine yo	ur report to a one-pa	ge "narrative" for each	quarter.)
Liberty Mutua	1 #6260	04/22/20	\$ 428,60
MM Bas	#6261	04/22/20	# 46.23
Liberty Matual	#6266		#428,60
MM Cas		05/19/20	# 45.47
City of Tac	#6270	05/28/20	\$172.72
	Tot.	21 \$1,1	21.62
		And the state of t	
			-
C.5m 1		-//	/
Com has	10 0 10 50	a Thora	ugn
seemed the line of action	10055	appropy	rate
Maria 18 7 Berlin	1	ar cimes	
As always, we	nertain	la wast	to the
you for you	ur ent:	nued 255	:5 to 20-
and interest	in our	Sacilita	and the
and interest	esitu-	7	
	780		
SUBMITTED BY: Mariles	Pane	1 Mail	
SUBMITTED BY: Marily	TYPED NAME	- unity	SIGNATURE
DATED: Jane 4,202	0		Rev. 5/

### SUBRECIPIENT QUARTERLY REPORT

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

RECEI	YED-MAY	27 20	2020
-------	---------	----------	------

ORGANIZATION:	Geronimo Trail	Scenic Byay			
ALLOCATION:	\$5,000.00	QTR DRAW:	\$1,250.00	QUARTER:	4th
(FY Allotment, Not Qtr. Dra	w)				(1st/2nd/3rd/4th)
()	Please detail the p	progress made in pro	oviding the serv	ices each quarter.)	
We closed the vi	sitors center at t	the end of the day	on March 16 d	ue to the Coronavi	rus Covid-19
We wil not be re-	opening until Go	vernor Lujan-Grisl	nom allows Sta	ite visitors centers i	to open.
The Spaceport Vis	itors Center is a	lso closed, as Spac	eport America	Is a State Agency s	o cannot
be opened until a	pproved by the	Governor.			
Total expenses fo	r the period:				
Telephone	<i>\$ 563.</i> :	37			
Insurance	\$ 162.5	51			
Postage	\$				
Supplies	\$				
Total expenses fo	r the quarter:	\$ 725.88			
We have had no	visitors during A	pril, May and June	. Telephone m	essages have been	answered by
volunteer staff ar	nd fulfillment pa	ckages have been	mailed out.		
As soon as the or	der is given that	visitors centers m	ay open again,	we will be opening	with
our all-volunteer	staff seven days	a week, as before	•		
	· · · · · · · · · · · · · · · · · · ·				
SUBMITTED BY:	La	aRena Miller	/	Salteria 71	Olem
· ·		PED NAME		SIGNATU	IRE
DATED: 05/	<b>25/20</b>				Rev. 5/2014

### (Report is due by the 15th of the month SUBRECIPIENT QUARTERLY REPORT 2019-2020 following the quarter.) ORGANIZATION: Geronimo Trail Scenic Byay **ALLOCATION:** \$5,000.00 QTR DRAW: \$1,250.00 QUARTER: 4th (FY Allotment, Not Qtr. Draw) (1st/2nd/3rd/4th) (Please detail the progress made in providing the services each quarter.) We closed the visitors center at the end of the day on March 16 due to the Coronavirus Covid-19 We wil not be re-opening until Governor Lujan-Grishom allows State visitors centers to open. The Spaceport Visitors Center is also closed, as Spaceport America Is a State Agency so cannot be opened until approved by the Governor. Total expenses for the period: Telephone \$ 563.37 Insurance \$ 162.51 Postage \$ 43.62 Supplies Total expenses for the quarter: \$ 769.50 We have had no visitors during April, May and June. 54 telephone messages have been replied to by volunteer staff and 5 fulfillment packages have been mailed out. 218 E-mail requests have been responded to. Any postage and supplies have been paid by the director and reimbursement was paid to her through Petty Cash on 6/30/2020 As soon as the order is given that visitors centers may open again, we will be opening with our all-volunteer staff seven days a week, as before.

SUBMITTED BY: LaRena Miller / LaRena Miller

TYPED NAME / SIGNATURE

DATED: 07/14/20

## Geronimo Trail Scenic Byway, Inc.

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

### INVOICE subrecipient grant

RECEIVED MAY 0 6 2020

Date	e5/4/2020			
To_	City of Truth or	Cons	equences	
For_	Operating expens	ses	April 2020	
· · · · · · · · · · · · · · · · · · ·	Telephone	\$	186.83	
	Renters Insurance	\$	54.17	
	Postage	\$		
	Supplies (printing)	\$		
	Actual total	\$	241.00	
Amo	ount due \$ 416.66	per	contract	

Thank you Lmiller

## Geronimo Trail Scenic Byway, Inc.

P O Box 1072 • 301 S Foch • Phone (57 Truth or Consequences, New Mexico 87901

Phone (575) 894-1968

RECEIVED MAY 27 2020

### INVOICE subrecipient grant

Date	5/25/2020	·		
To_	City of Truth or	Cons	sequences	-
For_	Operating expens	ses	May 2020	June 2020
	Telephone	\$	189.32	187.22 est
·	Renters Insurance	\$	54.17	54.17
	Postage	\$		
<del></del>	Supplies (printing)	\$		
	Actual total	\$	243.49	241.39
Amo	ount due\$ 833.40	pe	r contract	

Thank you

Lostone Miller

#### RECEIVED JUN 0 5 2020

Rev. 5/2014

#### (Report is due by the 15th of the month SUBRECIPIENT QUARTERLY REPORT FY: 2019/2020 following the quarter.) ORGANIZATION: MainStreet Truth or Consequences **ALLOCATION:** \$35,000.00 QUARTER: QTR DRAW: \$8,750.00 (FY Allotment, Not Qtr. Draw) (1st/2nd/3rd/4th)

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

			,
Due to Covid-19, N	NainStreet Truth or Conseque	ences pivoted	to help our local businesses
identify resources an	nd answer questions about re	sources. As t	he governor made changes, we
put the information	out so businesses could keep	up with the	quickly changing requirements and
timelines. We also ci	reated some videos that we p	out on social	media to show how businesses were
			rs repairing benches in the down-
town that had show	n wear and tear.		
Together with seve	eral organizational represent	atives and N	M MainStreet, we began the
branding developme	nt process. Using social medi	ia, MAinStre	et reached out to the community
for input. The next v	irtual meeting has been sche	duled.	
MainStreet TorC re	eceived a grant for \$4500 for	a Business N	Narketing and Sustainability
project. This project	will include two components	. The educati	onal piece will teach business
owners and manage	rs strategies to market their	businesses. P	Participants in the training will
be able to apply for	grants up to \$500 to do this n	narketing. Th	nis training will take place on
Tuesday, June 9th.			
There were severa	l marketing projects that we	worked on d	uring this quarter. As there has
not been any compre	ehensive, low cost marketing	materials, w	e created a rack card utilizing
Lodgers' Tax funds. 1	he front of the card has man	y images, wł	nile the back lists many assets and
activities that can be	done in Truth or Consequen	ces. We inclu	ded everything from hot springs to
rodeo, museums to r	ock hounding. As Truth or Co	nsequences i	moves to create its own brand, this
we will want to have	more collaterol materials lik	ce this.	
We also designed c	ustom tableclothes that can	be used at ev	vents where a group is promoting
Truth or Consequenc	es. Events where these can b	e used are Bo	alloon Fiesta and Spaceport America
events.			
Our executive dire	ctor also attends Lodgers' Tax	x meetings a	nd helps out this committee when
needed.			
SUBMITTED BY:	Linda DeMarino TYPED NAME	/	Flucie De ligares

DATED: 06/05/20

### RECEIVED JUN 0 8 2020

MainStreet Truth or Consequences

P.O. Box 1602

575-740-6180

Truth or Consequences, NM 87901

Bill To:

City of Truth or Consequences

Invoice #:

Contact:

2024

Address: 5

505 Sims

Invoice Date:

6/5/2020

Truth or Consequences, NM 87901

87901

Date		Description	Qty	Unit Price	Discount	Total
6/5/2020		City Contribution- April- June 2020	1	\$8,750.00		\$8,750.00
ic ienė adel parenta sub lik		George and A.A.A. in the A.T. according to the control of the Cont		and challenger to the comment of the	Invoice Subtotal	\$8,750.00
					Tax Rate	0.0%
					Sales Tax	\$0.00
MAKE ALL C	HECKS PAYABLE TO MA	AINSTREET TRUTH OR CONSEQUENCES.			Deposit Received	
					Total	\$8,750.00



### CITY OF TRUTH OR CONSEQUENCES

#### **AGENDA REQUEST FORM**

MEETING DATE: August 12th, 2020

Agenda Item #: E7

	Accounts Payable – July 2020
DEPARTMENT:	Finance
DATE SUBMITTED:	
	Ruby Otero-Vallejos, Accounts Payable IT THE ITEM: City Manager Madrid
Summary/Backgro	
,ua. ,, bac.g	unu.
Each month there r which shall include oudgetary item, an	-28 of the Municipal Code related to Publication of expenditures: may be published a summary of expenditures made during the preceding calendar month, a list of the total expenditures during the month, the amount spent in connection with each d a summary of all receipts; provided, however, that the publication mentioned in this de only at the discretion of the Commission if it shall deem such publication necessary in the
Recommendation:	
	nts Payable summary for July 2020
Attachments:	
• End of Mon	th Accounts Payable Report by Fund
Fiscal Impact (Final	nce): Yes
All Funds Summary	is a total of \$ 1,113,578.48
. <b>egal Review (City</b> . N/A	Attorney): N/A
Approved For Subn	nittal By:   Department Director
Reviewed by: 🛛	City Clerk ☑ Finance ☐ Legal ☑ Other: Ruby Otero-Vallejos, Account Payable
inal Approval: 🗆	City Manager
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Continued To: -	☐ Denied ☐ Other: Click here to enter text.



#### **Truth or Consequences**

## **Expense Approval Report**By Fund

Payment Dates 7/1/2020 - 7/31/2020

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
Fund: 101 - General					
143945	07/10/2020	CURTIS CHERRY	PER DIEM DUE/ALBUQUERQUE	101-1008-42310	87.40
143947	07/10/2020	JUSTICE SYSTEMS, INC	FULLCOURT ENTERPRISE MAINT.	101-1002-60840	5,067.03
143948	07/10/2020	LANFORD INVESTIGATIVE SOLU	OPEN PO DETECTIVE SERVICES		6,401.50
143949	07/10/2020	MORRIS MADRID	RETIREMENT PLAQUE FOR PW	101-1003-44606	86.60
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	101-1001-41226	92.11
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	101-1002-41226	77.33
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	101-1003-41226	191.84
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	101-1004-41226	185.03
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	101-1007-41226	840.32
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	101-1008-41226	185.89
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	101-1009-41226	177.12
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	101-1010-41226	45.60
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	101-1011-41226	298.30
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	101-1012-41226	28.80
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	101-1014-41226	165.60
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	101-1014-41226	158.88
143955	07/10/2020	TDS	INTERNET SERVICE/PD OPEN PO.	101-1007-43775	149.00
143957	07/10/2020	T OR C SCHOOLS	JJAC CARRYOVER PO FY 19/20	101-1003-60784	2,896.40
143958	07/10/2020	TRANS UNION RISK & ALTERNAT	MONTHLY CHARGE FOR TLO SO	101-1007-43815	110.00
143970	07/17/2020	CHAPARRAL SURVEYING LLC	ALLEY SURVEY	101-1010-48598	855.50
143970	07/17/2020	CHAPARRAL SURVEYING LLC	PARCEL 3023079239313	101-1010-48598	1,817.94
143971	07/17/2020	COPPLER LAW FIRM PC	OPEN PO FOR LEGAL SERVICES	101-1010-48598	322.05
143973	07/17/2020	ICMA	ANNUAL MEMBERSHIP DUES F	101-1003-43770	860.46
143974	07/17/2020	INTERNAL SERVICE FUND	OIL MAINT SAFETY 06-20	101-1007-43316	15.00
143974	07/17/2020	INTERNAL SERVICE FUND	OIL MAINT SAFETY 06-20	101-1007-47420	12.13
143976	07/17/2020	LYNN'S LANDSCAPE	RALPH EDWARD PARK CONSTR	101-1009-80845	5,425.00
143976	07/17/2020	LYNN'S LANDSCAPE	MINOR SITE GRADING	101-1009-80845	10,240.00
143976	07/17/2020	LYNN'S LANDSCAPE	SUB GRADE PREPATATION	101-1009-80845	8,960.00
143976	07/17/2020	LYNN'S LANDSCAPE	SALES TAX	101-1009-80845	1,632.00
143977	07/17/2020	MANANA	OPEN PO-LANDSCAPING SERVI	101-1009-47415	900.00
143978	07/17/2020	NM MUNICIPAL LEAGUE	ANNUAL MEMBERSHIP	101-1000-43770	7,200.00
143979	07/17/2020	QUEST DIAGNOSTICS LAB, INC.	SCREENING & MRO FEE FY20-21.	101-1004-48599	217.60
143980	07/17/2020	QUILL CORPORATION	HP 63 BLACK INK	101-1011-44606	113.34
143981	07/17/2020	JAY RUBIN ATTORNEY AT LAW	OPEN PO FOR LEGAL SERVICES		5,929.34
143983	07/17/2020	SIERRA COUNTY FLOOD COMISS.	SIERRA COUNTY FLOOD PLAIN	101-1010-48598	5,000.00
143985	07/17/2020	SIERRA VISTA HOSPITAL	COLLECTION FEE FY20-21 OPEN	101-1004-48599	100.00
143988	07/17/2020	VERIZON WIRELESS	PHONE BILLS/OPEN PO FY 20/21	101-1001-43775	2,930.00
143988	07/17/2020	VERIZON WIRELESS	PHONE BILLS/OPEN PO FY 20/21		56.98
143993	07/24/2020		MONTHLY ALARM MONITORING		53.94
143995	07/24/2020	B & H OIL CO.	OPEN P.O. FOR UNLEADED FUEL	101-1014-43316	253.83
143995	07/24/2020	B & H OIL CO.	OPEN PO FOR UNLEADED FUEL	101-1003-43316	20.36
143995	07/24/2020	B & H OIL CO.	UNLEADED FUEL - OPEN PO FY		2,355.76
143995	07/24/2020	B & H OIL CO.	UNLEADED FUEL/OPEN PO FY 2	101-1012-43316	69.66
143995	07/24/2020	B & H OIL CO.	ULEADED FUEL PURCHASES	101-1009-43316	505.18
143995	07/24/2020	B & H OIL CO.	DIESEL FUEL PURCHESES	101-1009-43316	56.88
143995	07/24/2020	8 & H OIL CO.	UNLEADED FUEL- OPEN PO FY 2	101-1008-43316	395.21
143996	07/24/2020	BAE SYSTEMS	EMAIL SERVICE OPEN PO FY20/		167.29
144002	07/24/2020	CITY UTILITIES	CITY LANDFILL BILLS/OPEN PO F		700.20
144007	07/24/2020		ANNUAL DUES FOR CAROL KIRK		50.00
144007	07/24/2020		ANNUAL DUES FOR CAROL KIRK		50.00
144008	07/24/2020		ANNUAL DUES CAROL KIRKPATR		60.00
144008	07/24/2020		ANNUAL DUES FOR KERIN SALC		60.00
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1	101-1001-41226	92.11

8/3/2020 11:58:14 AM Page 1 of 9

Expense Approval Report Payment Dates: 7/1/2020 - 7/31/2020

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1.		79.99
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1.		191.84
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1.		194.71
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1.		74.40
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1.		145.08
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1.		177.12
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1.		45.60
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1.		298.30
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1.		20.16
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1.		168.00
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1.		174.49
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1.		873.55
144011	07/24/2020	NU-WAY LAUNDRY & CLEANERS	OPEN PO FOR CARPET SERVICE	101-1014-44607	157.77
144015	07/24/2020	TDS	TDS FIBER INTERNET OPEN PO	. 101-1018-43780	4,906.84
144016	07/24/2020	TRACTOR SUPPLY COMPANY	ARIAT NMS SIERRA SQ SLT BN 8	101-1009-42620	159.99
144016	07/24/2020	TRACTOR SUPPLY COMPANY	FARMWORKS IN/OUT INSECT C	. 101-1009-44607	56.99
144024	07/31/2020	CHERRILL'S WESTERN APPAREL	CHAMBRAY SHORT SLEEVE SHI	101-1014-44607	60.00
144024	07/31/2020	CHERRILL'S WESTERN APPAREL	CHAMBRAY LONG SLEEVE SHIRT	101-1014-44607	66.00
144024	07/31/2020	CHERRILL'S WESTERN APPAREL	KEY SHORT SLEEVE SHIRT HENR.	101-1014-44607	75.00
144024	07/31/2020	CHERRILL'S WESTERN APPAREL	KEY LONG SLEEVE SHIRTS HENR.	101-1014-44607	81.00
144024	07/31/2020	CHERRILL'S WESTERN APPAREL	CINCH DENIM PANTS FOR HEN	101-1014-44607	234.00
144024	07/31/2020	CHERRILL'S WESTERN APPAREL	WRANGLER DENIM PANTS DALE	101-1014-44607	138.00
144025	07/31/2020	CITY UTILITIES	CITY UTILITIES CYCLE A&B/OPEN	101-1018-43780	2,847.16
144033	07/31/2020	LIGHTNING MECHANICAL, LLC	A/C INSTALLATION PARTS AND	. 101-1014-43403	4,209.80
144034	07/31/2020	MANANA	OPEN PO-LANDSCAPING SERVI	101-1009-47415	900.00
144036	07/31/2020	DEBRA MEGONIGLE, DVM	EUTHANIZATION	101-1006-48598	300.00
144036	07/31/2020	DEBRA MEGONIGLE, DVM	TRAVEL FEE	101-1006-48599	150.00
144037	07/31/2020	NEW MEXICO GAS COMPANY, I	GAS BILLS/AIMAL SHELTER	101-1018-43780	77.12
144037	07/31/2020	NEW MEXICO GAS COMPANY, I	GAS BILLS/NM WORKFORCE C	101-1018-43780	24.34
144038	07/31/2020	NM LEAGUE OF ZONING OFFICI.	ANNUAL DUES - NM LEAGUE OF	101-1010-43770	35.00
144038	07/31/2020	NM LEAGUE OF ZONING OFFICI.		101-1008-43770	35.00
144039	07/31/2020		ANNUAL DUES FOR MR. MADRI.	101-1003-43770	475.00
144041	07/31/2020	OFFICE DEPOT	MISCELLANEOUS FEE	101-1007-44613	20.24
144041	07/31/2020	OFFICE DEPOT	U-SHAPED EXECUTIVE DESK-FR		541.54
144043	07/31/2020	QUEST DIAGNOSTICS LAB, INC.	SCREENING & MRO FEE FY20-21		435.20
144046	07/31/2020	SCRDA	DISPATCH SERVICES FOR THE CI.		38,485.75
144047 144047	07/31/2020	SIERRA AUTO/CARQUEST	CARB CLEANER	101-1014-47420	15.32
144047	07/31/2020	SIERRA AUTO/CARQUEST	FUEL TREATMENT	101-1014-47420	20.12
144047	07/31/2020 07/31/2020	SIERRA AUTO/CARQUEST	BELT	101-1009-47420	139.48
144047	07/31/2020	SIERRA AUTO/CARQUEST SIERRA AUTO/CARQUEST	BELT BELT	101-1009-47420	31.28
144047	07/31/2020	SIERRA AUTO/CARQUEST	IDLER PULLEY	101-1009-47420	42.02
144047	07/31/2020	SIERRA AUTO/CARQUEST	SHOULDER BUSHING	101-1009-47420 101-1009-47420	14.90
144047	07/31/2020	SIERRA AUTO/CARQUEST	STARTER	101-1009-47420	8.35 144.34
144047	07/31/2020	SIERRA AUTO/CARQUEST	SHIFT CABLE	101-1009-47420	40.51
144049	07/31/2020	SIERRA VETERINARY SERVICES, L.		101-1006-44607	124.20
144049	07/31/2020	SIERRA VETERINARY SERVICES,L.		101-1006-44607	219.75
144049	07/31/2020	SIERRA VETERINARY SERVICES,L.		101-1006-44607	357.50
144052	07/31/2020	WEX BANK	WEX fuel/ACO & CODE FY-20-21		32.00
144052	07/31/2020	WEX BANK	OPEN PO FOR FUEL FY 20/21	101-1003-43316	41.35
144053	07/31/2020	WINDSTREAM CORPORATION	PHONE BILLS/OPEN PO FY 20/21		112.67
144054	07/31/2020	WINFIELD SOLUTIONS, LLC	PRENTOX AQUA-PERM X UL-30		2,690.80
		·	•	Fund 101 - General Total:	135,672.08
Fund: 201 - Corrections					,
143941	07/10/2020	ADMINISTRATIVE OFFICE OF	DAY DWI & COURT AUTO CCCC	201 1002 45555	70.00
143946	07/10/2020		PAY DWI & COURT AUTO FEES PAY JUDICIAL FEES FY20/21 OP		78.00
143982	07/17/2020	SIERRA COUNTY TREASURER	PAT JUDICIAL FEES FY20/21 UP PRISONER CARE OPEN PO FY20		39.00
		J.CHIPA COURT I TREASURER	- MOONEN CARE OF EN PU F12U	201-1903-48710 Fund 201 - Corrections Total:	2,660.00 <b>2,777.00</b>
Fund 200 Fire				. una zoz - corrections rotal:	2,777.00
Fund: 209 - Fire	07/17/2020	VEDIZON MUREI SCC	BUONE BUILDIONES DO ENCERTE	200 4502 42775	
143988	07/17/2020	VERIZON WIRELESS	PHONE BILLS/OPEN PO FY 20/21	209-1603-43775	29.24

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Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
144025	07/31/2020	CITY UTILITIES	CITY UTILITIES CYCLE A&B/OPEN	209-1603-43780	436.49
144035	07/31/2020	MEGAHERTZ COMPUTER CONS	. INTERNET SERVICE/NORTH FIRE.		54.25
144037	07/31/2020		. GAS BILLS/FIRE SOUTH STATION		24.64
144037	07/31/2020	NEW MEXICO GAS COMPANY, I	•	209-1603-43780	70.51
144053	07/31/2020	WINDSTREAM CORPORATION	PHONE BILLS/OPEN POS FY 20/		117.77
	31,02,232			Fund 209 - Fire Total:	732.90
Fund: 211 - Law Enforce Prot				Tunu 205 - The Total.	732.30
144027	07/31/2020	DAM AMMO CO	5000 ROUNDS DAM 55 GR 50 P	. 211-2003-44607	2,225.00
144027	07/31/2020	DAM AMMO CO	500 ROUNDS FED 50 RNDS PER		650.00
144027	07/31/2020	DAM AMMO CO	8000 RNDS WINCHESTER 180 G		2,560.00
144050	07/31/2020	THE LINE, LLC	DISCOUNT	211-2003-44573	-25.99
144050	07/31/2020	THE LINE, LLC	SHORT SLEEVE SHIRT-CARREON		159.98
144050	07/31/2020	THE LINE, LLC	5.11 ATAC BOOT-BLOMQUIST	211-2003-44573	99.99
2	0.731,2020	THE CITY, CCC	·	and 211 - Law Enforce Prot Total:	5,668.98
Fund: 214 - Lodgers Tax			ri.	inu 211 - Law Emorte Prot Total:	3,008.38
143975	07/17/2020	LINDMARK OUTDOOR MEDIA	CITY ADVERTISING-OPEN PO-FY	214 2502 47507	044.04
144032	07/31/2020				844.84
144032	07/31/2020	JOHN DEERE CREDIT, INC.	OPEN PO FY20/21 LEASE PMT JD		950.73 <b>1.795.57</b>
Fund: 216 - Muni Street				Fund 214 - Lodgers Tax Total:	1,/95.5/
143943	07/10/2020	B & H OIL CO.	UNLEADED FUEL PURCHASES O	216 4502 42216	274.70
143943	07/10/2020	B & H OIL CO.			274.70
143953	07/10/2020		DIESEL FUEL PURCHASES OPEN		1,993.03
143953	07/10/2020	SIERRA AUTO/CARQUEST	BRAKE CHAMBER	216-4503-47420	42.89
		SIERRA AUTO/CARQUEST	BRAKE CHAMBER	216-4503-47420	42.89
143972	07/17/2020	BENNY FUENTES	REIMB FOR FUEL	216-4503-43316	50.15
143974	07/17/2020	INTERNAL SERVICE FUND	OIL MAINT SAFETY 06-20	216-4503-43316	90.20
143974	07/17/2020	INTERNAL SERVICE FUND	OIL MAINT SAFETY 06-20	216-4503-47420	49.87
143997	07/24/2020	BARTOO SAND & GRAVEL, INC.	HOTMIX	216-4503-43550	8,091.76
144014	07/24/2020	SOUTHWEST CONSTRUCTION P		216-4503-47420	10.08
144014	07/24/2020	SOUTHWEST CONSTRUCTION P		216-4503-47420	425.56
144014	07/24/2020	SOUTHWEST CONSTRUCTION P		216-4503-47420	392.82
144014	07/24/2020	SOUTHWEST CONSTRUCTION P		216-4503-47420	20.32
144040	07/31/2020	NORTHERN TOOL & EQUIPMEN		216-4503-47420	569.99
144045	07/31/2020	RIO GRANDE AUTOMOTIVE	A/C LINE	216-4503-47420	79.99
144045	07/31/2020	RIO GRANDE AUTOMOTIVE	4 OZ. OIL	216-4503-47420	15.00
144045	07/31/2020	RIO GRANDE AUTOMOTIVE	FREON	216-4503-47420	76.00
144045	07/31/2020	RIO GRANDE AUTOMOTIVE	PULL & INSTALL NEW A/C LINE	216-4503-47420	184.40
144047	07/31/2020	SIERRA AUTO/CARQUEST	HYDRAULIC HOSE	216-4503-47420	14.88
144047	07/31/2020	SIERRA AUTO/CARQUEST	FITTINGS	216-4503-47420	19.38
144047	07/31/2020	SIERRA AUTO/CARQUEST	CRIMPS	216-4503-47420	. 12.00
144047	07/31/2020	SIERRA AUTO/CARQUEST	FITTINGS	216-4503-47420	14.22
144047	07/31/2020	SIERRA AUTO/CARQUEST	HYDRAULIC HOSE	216-4503-47420	24.00
144047	07/31/2020	SIERRA AUTO/CARQUEST	CRIMPS	216-4503-47420	12.00
				Fund 216 - Muni Street Total:	12,506.13
Fund: 294 - State Library					
143988	07/17/2020	VERIZON WIRELESS	PHONE BILLS/OPEN PO FY 20/21	the state of the s	169.78
				Fund 294 - State Library Total:	169.78
Fund: 295 - Muni Pool					
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	295-4803-41226	36.50
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1	295-4803-41226	36.50
144015	07/24/2020	TDS	TDS FIBER INTERNET OPEN PO $\dots$	295-4803-43780	651.01
144037	07/31/2020	NEW MEXICO GAS COMPANY, I	GAS BILLS/SWIMMING POOL	295-4803-43780	23.87
				Fund 295 - Muni Pool Total:	747.88
Fund: 303 - Vet Wall					
143984	07/17/2020	SMITHCO CONSTRUCTION INC.	CLEAN & RECOAT EXISTING FLA	303-4703-60840	4,340.00
143984	07/17/2020	SMITHCO CONSTRUCTION INC.	CLEAN & RECOAT EXISTING RED		3,797.50
144053	07/31/2020	WINDSTREAM CORPORATION	PHONE BILLS/OPEN PO FY 20/21		132.18
				Fund 303 - Vet Wall Total:	8,269.68

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				i dyinent bates. 7/1/202	20 - 7/ 31/ 2020
Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
Fund: 320 - USDA WATER SYSTE	M IMPROVEMENTS				
143991	07/17/2020	WILSON & COMPANY INC. FNG.	.ENGINEERING SERVICES MSD	320-6603-80805	442,375.13
	,,			SYSTEM IMPROVEMENTS Total:	442,375.13
Front 403 Blades Chats				orone man no vermento rotan	442,373.13
Fund: 403 - Pledge State	07/10/2020	NEW ASSURA STREET			
143950	07/10/2020	NEW MEXICO FINANCE AUTHOR.		403-1203-12902	10,023.53
143950	07/10/2020	NEW MEXICO FINANCE AUTHOR.		403-1203-12918	690.58
143950	07/10/2020	NEW MEXICO FINANCE AUTHOR.		403-1203-12919	7,598.77
143950	07/10/2020	NEW MEXICO FINANCE AUTHOR.	.NMFA LOAN PYMT PPRF-4967	403-1203-12967	10,545.66
				Fund 403 - Pledge State Total:	28,858.54
Fund: 501 - Cemetary					
144025	07/31/2020	CITY UTILITIES	CITY UTILITIES CYCLE A&B/OPEN.	.501-1803-43780	964.61
				Fund 501 - Cemetary Total:	964.61
Fund: 502 - Util Office - Pool					
143943	07/10/2020	B & H OIL CO.	GAS/OIL/ OPEN PO FY 2020/21	502-3601-43316	265.40
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	502-3601-41226	
143974	07/17/2020	INTERNAL SERVICE FUND	OIL MAINT SAFETY 06-20	502-3601-43316	240.00 17.50
143974	07/17/2020	INTERNAL SERVICE FUND	OIL MAINT SAFETY 06-20	502-3601-47420	7.10
143988	07/17/2020	VERIZON WIRELESS	PHONE BILLS/OPEN PO FY 20/21		163.45
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1		243.60
144026	07/31/2020		METER READING CONFIGURATI		
144026	07/31/2020		METER READING CONFIGURATI		81.66
144026	07/31/2020		METER READING CONFIGURATI		130.00
144026	07/31/2020				65.00
144042	07/31/2020	PITNEY BOWES INC.	METER READING CONFIGURATI		65.00
144042	07/31/2020	PITNET BOWES INC.	PITNEY BOWES LEASE AGREEM		3,036.81
			FL	and 502 - Util Office - Pool Total:	4,315.52
Fund: 503 - Electric					
143943	07/10/2020	B & H OIL CO.	DIESEL FUEL- OPEN PO FY20/21	503-3702-43316	595.16
143943	07/10/2020	B & H OIL CO.	UNLEADED FUEL OPEN PO FY20	. 503-3702-43316	428.28
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	503-3702-41226	379.44
143952	07/10/2020	SIERRA ELECTRIC CO-OP, INC.	MIMS CITY LIGHTS- OPEN PO FY	.503-3702-43780	566.26
143952	07/10/2020	SIERRA ELECTRIC CO-OP, INC.	POWER SERVICES- OPEN PO FY	503-3702-50795	241,167.54
143953	07/10/2020	SIERRA AUTO/CARQUEST	CABLE TIE	503-3702-44607	53.44
143953	07/10/2020	SIERRA AUTO/CARQUEST	D CELL BATTERIES	503-3702-44607	68.97
143953	07/10/2020	SIERRA AUTO/CARQUEST	ELECTRONIC CLEANER	503-3702-44607	102.24
143954	07/10/2020	SSA SOLAR OF NM 4, LLC	POWER SERVICES- OPEN PO FY	503-3702-50795	32,882.10
143956	07/10/2020	THE WELDING SHOP	REPAIR BROKEN SUPPORT BRA	503-3702-47420	86.50
143959	07/10/2020	TRIPLE H SOLAR, LLC	ENGINEERING SERVICES- OPEN	503-3702-48598	4,410.00
143988	07/17/2020	VERIZON WIRELESS	PHONE BILLS/OPEN PO FY 20/21	503-3702-43775	285.90
143990	07/17/2020	WESTERN AREA POWER ADMIN	POWER SERVICES OPEN PO FY2	503-3702-50795	50,422.20
143994	07/24/2020	ALTEC INDUSTRIES, INC	TIE DOWN RATCHET STRAPS	503-3702-47420	310.51
143996	07/24/2020	BAE SYSTEMS	EMAIL SERVICE OPEN PO FY20/	503-3702-43815	167.30
144002	07/24/2020	CITY UTILITIES	CITY LANDFILL BILLS/OPEN PO F	.503-3702-43780	80.50
144005	07/24/2020	LANDIS+GYR TECHNOLOGY, INC	8.5% TAX	503-3702-80845	92.66
144005	07/24/2020	LANDIS+GYR TECHNOLOGY, INC	RXRS4x 16K W/R GDSM RF	503-3702-80845	1,808.00
144006	07/24/2020	MERCHANT JOB TRAINING & SA	MERCHANT TRAINING- 4TH YE	503-3702-42720	1,100.00
144006	07/24/2020	MERCHANT JOB TRAINING & SA	MERCHANT TRAINING- 1ST YEAR	503-3702-42720	1,100.00
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1	503-3702-41226	379.44
144015	07/24/2020	TDS	TDS FIBER INTERNET OPEN PO	503-3702-43780	651.01
144017	07/24/2020	TRI-STATE GENERATION & TRA	POWER SERVICE- OPEN PO FY2	503-3702-50795	34,325.66
144025	07/31/2020	CITY UTILITIES	CITY UTILITIES CYCLE A&B/OPEN.	.503-3702-43780	264.09
144031	07/31/2020	IRBY SUPPLY CO.	LRG ELKSIN GLOVES	503-3702-44615	612.00
144031	07/31/2020	IRBY SUPPLY CO.	WIRE ROPE SWING- 5/8" E/TSC	503-3702-44615	165.20
144031	07/31/2020	IRBY SUPPLY CO.	WIRE ROPE SLING- 5/8" E/TSCH	503-3702-44615	156.20
144047	07/31/2020	SIERRA AUTO/CARQUEST	BATTERY-SILVER	503-3702-47420	113.46
				Fund 503 - Electric Total:	372,774.06
Fund: 504 - Water					
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	504-3803-41226	165.41
143974	07/17/2020	INTERNAL SERVICE FUND	OIL MAINT SAFETY 06-20	504-3803-41220	57.60
143974	07/17/2020	INTERNAL SERVICE FUND	OIL MAINT SAFETY 06-20	504-3803-47420	33.85
				55. 5005 H1420	33.03

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Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
143986	07/17/2020	TAXATION AND REVENUE	WATER CONSERVATION FEE FY	504-3803-43797	1,574.61
143988	07/17/2020	VERIZON WIRELESS	PHONE BILLS/OPEN PO FY 20/21	504-3803-43775	55.92
143992	07/24/2020	4 RIVERS EQUIPMENT	WINDOW PANE	504-3803-47420	578.28
143995	07/24/2020	B & H OIL CO.	DIESEL FUEL	504-3803-43316	1,572.13
143995	07/24/2020	B & H OIL CO.	UNLEADED FUEL/ OIL	504-3803-43316	492.36
143996	07/24/2020	BAE SYSTEMS	EMAIL SERVICE OPEN PO FY20/	. 504-3803-43815	167.29
143998	07/24/2020	STEVE BELL CONSTRUCTION	FINES	504-3803-47415	228.00
143998	07/24/2020	STEVE BELL CONSTRUCTION	BASECOURSE	504-3803-47415	288.00
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1	. 504-3803-41226	111.80
144013	07/24/2020	REED'S TIRE CENTER	11R22.5 TIRES, DYNATRAC	504-3803-47420	1,240.00
144015	07/24/2020	TDS	TDS FIBER INTERNET OPEN PO	504-3803-43780	651.01
144025	07/31/2020	CITY UTILITIES	CITY UTILITIES CYCLE A&B/OPEN	504-3803-43780	688.40
144028	07/31/2020	DPC INDUSTRIES, INC.	MONTHLY CHLORINE AND DE	504-3803-43465	60.00
144029	07/31/2020	FLOWPOINT ENVIRONMENTAL	. ANNUAL SOFTWARE AGREEME	504-3803-43815	795.00
				Fund 504 - Water Total:	8,759.66
Fund: 505 - Solid Waste					
143942	07/10/2020	AUTOZONE	DEF FUEL	505-3904-47420	182.26
143944	07/10/2020	BORDER INTERNATIONAL, LLP	REPAIRS	505-3904-47420	1,741.63
143944	07/10/2020	BORDER INTERNATIONAL, LLP	DIAGNOSTICS ONLY	505-3904-47420	332.64
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	505-3904-41226	429.94
143987	07/17/2020		RENTAL OF HAND WASHING E		150.00
143988	07/17/2020	VERIZON WIRELESS	PHONE BILLS/OPEN PO FY 20/21		173.20
143995	07/24/2020	B & H OIL CO.	DIESEL FUEL OPEN PO FY20-21	505-3904-43775	
143995	07/24/2020	B & H OIL CO.	UNLEADED FUEL OPEN PO FY20		1,909.02 603.77
143996	07/24/2020	BAE SYSTEMS	EMAIL SERVICE OPEN PO FY20/		167.30
143999	07/24/2020	CERTIFIED LABORATORIES	DISINFECTANT SPRAY-SANITATI		153.74
143999	07/24/2020	CERTIFIED LABORATORIES	PPE FACESHIELD- SANITATION	505-3904-44615	101.74
144001	07/24/2020	CITY OF LAS CRUCES	SCSWA JUNE 2020 BILLING-SAN		38,804.07
144002	07/24/2020	CITY UTILITIES	CITY LANDFILL BILLS/OPEN PO F		24,906.36
144003	07/24/2020		OTHER CONTRACUAL SERVICES		6,242.64
144009	07/24/2020	NM MUNI. ENVIRONMENTAL Q		505-3904-43770	100.00
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1		429.94
144015	07/24/2020	TDS	TDS FIBER INTERNET OPEN PO		651.01
144037	07/31/2020	NEW MEXICO GAS COMPANY, I		505-3904-43780	22.50
144044	07/31/2020	REED'S TIRE CENTER	TIRE MOUNT/SWAP	505-3904-47420	113.00
144047	07/31/2020	SIERRA AUTO/CARQUEST	CUTTING GLASSES	505-3904-44615	23.98
144047	07/31/2020	SIERRA AUTO/CARQUEST	J MOUNT	505-3904-47420	189.99
144047	07/31/2020	SIERRA AUTO/CARQUEST	1 CLB H4656 HALOGEN SEALED		7.04
144051	07/31/2020		REPAIR TRUCK SEAT COVER UNI		20.00
144052	07/31/2020	WEX BANK	WEX DIESEL & GASOLINE -SANI		93.00
				Fund 505 - Solid Waste Total:	77,548.77
Fund: 506 - WWTP					,540,
143951	07/10/2020	NIM DETIDES LIGATED CARS	NAM DETIDES HEALTHCARS	EOC 400E 44330	272.22
143974	07/10/2020	NM RETIREE HEALTH CARE INTERNAL SERVICE FUND	NM RETIREE HEALTHCARE	506-4005-41226	270.03
143974	07/17/2020	INTERNAL SERVICE FUND	OIL MAINT SAFETY 06-20	506-4005-43316	17.50
143988	07/17/2020	VERIZON WIRELESS	OIL MAINT SAFETY 06-20	506-4005-47420	13.90
143989	07/17/2020	VILLAGE OF WILLIAMSBURG	PHONE BILLS/OPEN PO FY 20/21		231.61
143995	07/24/2020		SEWER RECEIPTS FY20-21 OPEN		3,664.29
143995	07/24/2020	B&HOILCO.	UNLEADED FUEL & OIL	506-4005-43316	588.69
143996	07/24/2020	B & H OIL CO.	DIESEL FUEL	506-4005-43316	77.00
144000	07/24/2020	BAE SYSTEMS	EMAIL SERVICE OPEN PO FY20/		167.29
144002		CHERRILL'S WESTERN APPAREL	SAFETY BOOTS-JESSE COLE	506-4005-44615	179.00
144004	07/24/2020	CITY UTILITIES	CITY LANDFILL BILLS/OPEN PO F		20.00
144004	07/24/2020	GRAINGER, INC.	STENNER METERING PUMP	506-4005-44607	516.00
144010	07/24/2020	GRAINGER, INC.	CONNECTION KIT FOR STENNER		58.50
	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1		269.55
144015 144025	07/24/2020	TD\$	TDS FIBER INTERNET OPEN PO		651.01
144037	07/31/2020	CITY UTILITIES	CITY UTILITIES CYCLE A&B/OPEN.		398.63
17703/	07/31/2020	NEW MEXICO GAS COMPANY, I	GAS BILLS/VACUUM STATION	506-4005-43780	24.17
				Fund 506 - WWTP Total:	7,147.17

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Payment Dates: 7/1/2020 - 7/31/2020

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
Fund: 508 - Golf Course					
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	508-4303-41226	57.68
143988	07/17/2020	VERIZON WIRELESS	PHONE BILLS/OPEN PO FY 20/21	508-4303-43775	85.99
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1	. 508-4303-41226	57.69
144015	07/24/2020	TDS	TDS FIBER INTERNET OPEN PO	508-4303-43775	651.01
144018	07/24/2020	YAMAHA MOTOR FINANCE COR	ROPEN PO FOR FY 20/21 YAMAH	. 508-4303-43465	903.51
144025	07/31/2020	CITY UTILITIES	CITY UTILITIES CYCLE A&B/OPEN		2,933.48
144030	07/31/2020	HELENA CHEMICALS	MIRRAGE WITH STRESSGARD 2	508-4303-47415	467.50
144030	07/31/2020	HELENA CHEMICALS	LONTREL 1QT	508-4303-47415	167.00
144030	07/31/2020	HELENA CHEMICALS	14-2-14 CORON 2x2.5	508-4303-47415	90.00
144047	07/31/2020	SIERRA AUTO/CARQUEST	ITASCACHN SW BR LBE	508-4303-44607	11.70
144047	07/31/2020	SIERRA AUTO/CARQUEST	WEED EATER LINE	508-4303-44607	91.98
144047	07/31/2020	SIERRA AUTO/CARQUEST	XBO WEED EATER LINE	508-4303-44607	6.99
144047	07/31/2020	SIERRA AUTO/CARQUEST	STRS SSPGLSSSAIL BL	508-4303-47420	6.38
144047	07/31/2020	SIERRA AUTO/CARQUEST	MOTOR OIL 10W30	508-4303-47420	73.68
144047	07/31/2020	SIERRA AUTO/CARQUEST	AIR FILTER-HD	508-4303-47420	167.70
144047	07/31/2020	SIERRA AUTO/CARQUEST	STD TBOLT CLAMP 225	508-4303-47420	52.60
144047	07/31/2020	SIERRA AUTO/CARQUEST	STD T BOLT CLAMP 200	508-4303-47420	39.20
144047	07/31/2020	SIERRA AUTO/CARQUEST	LUBE SPIN ON	508-4303-47420	8.37
144047	07/31/2020	SIERRA AUTO/CARQUEST	BATTERY TERMINAL	508-4303-47420	2.52
144047	07/31/2020	SIERRA AUTO/CARQUEST	14.1 oz MAP//pro cyl	508-4303-47420	15.43
144047	07/31/2020	SIERRA AUTO/CARQUEST	TRANSFER PUMP	508-4303-47420	9.99
144047	07/31/2020	SIERRA AUTO/CARQUEST	DRILL BIT	508-4303-47420	3.98
144047	07/31/2020	SIERRA AUTO/CARQUEST	HOSE CLAMP 28 BX	508-4303-47420	5.10
				Fund 508 - Golf Course Total:	5,909.48
Fund: 509 - Muni Airport					
143951	07/10/2020	NM RETIREE HEALTH CARE	NM RETIREE HEALTHCARE	509-4403-41226	115.20
143988	07/17/2020	VERIZON WIRELESS	PHONE BILLS/OPEN PO FY 20/21	509-4403-43775	140.67
143995	07/24/2020	B & H OIL CO.	AIRPORT GROUND VEHICLE FUE	509-4403-43316	60.77
144002	07/24/2020	CITY UTILITIES	CITY LANDFILL BILLS/OPEN PO F	.509-4403-43780	40.00
144010	07/24/2020	NM RETIREE HEALTH CARE	RETIREE HEALTHCARE PPE 07-1	509-4403-41226	115.20
144012	07/24/2020	ORLANDO SAAVEDRA	REIMBURSE FOR REPLACED GLA	509-4403-47420	150.00
144012	07/24/2020	ORLANDO SAAVEDRA	REIMENBURSE FOR PARTS FOR	509-4403-47420	15.96
144012	07/24/2020	ORLANDO SAAVEDRA	REIMBURSE ANTIFREEZE FOR B	509-4403-47420	45.93
144053	07/31/2020	WINDSTREAM CORPORATION	PHONE BILLS/OPEN PO FY 20/21	509-4403-43775	324.17
				Fund 509 - Muni Airport Total:	1,007.90

Grand Total: 1,118,000.84

#### **Report Summary**

#### **Fund Summary**

Fund		Payment Amount
101 - General		135,672.08
201 - Corrections		2,777.00
209 - Fire		732.90
211 - Law Enforce Prot		5,668.98
214 - Lodgers Tax		1,795.57
216 - Muni Street		12,506.13
294 - State Library		169.78
295 - Muni Pool		747.88
303 - Vet Wall		8,269.68
320 - USDA WATER SYSTEM IMPROVEMENTS		442,375.13
403 - Pledge State		28,858.54
501 - Cemetary		964.61
502 - Util Office - Pool		4,315.52
503 - Electric		372,774.06
504 - Water		8,759.66
505 - Solid Waste		77,548.77
506 - WWTP		7,147.17
508 - Golf Course		5,909.48
509 - Muni Airport		1,007.90
	Grand Total:	1,118,000.84

#### **Account Summary**

Account Number	Account Name		Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN		5,929.34
101-1000-43770	SUBSCRIPTION & DUES		7,200.00
101-1001-41226	RETIREE INSURANCE-OFF		184.22
101-1001-43775	TELEPHONE		2,930.00
101-1002-41226	RETIREE INSURANCE-MUN		157.32
101-1002-43775	TELEPHONE		56.98
101-1002-60840	OTHER CAP PUR/AOC/JID		5,067.03
101-1003-41226	RETIREE INSURANCE-OFF		383.68
101-1003-43316	GAS & OIL		61.71
101-1003-43770	SUBSCRIPTION & DUES		1,335.46
101-1003-43775	TELEPHONE		112.67
101-1003-44606	OFFICE SUPPLIES		86.60
101-1003-60784	Grant Expenses		2,896.40
101-1004-41226	RETIREE INSURANCE-ADM		379.74
101-1004-43770	SUBSCRIPTION & DUES		220.00
101-1004-48599	OTHER CONTRACTUAL SE		752.80
101-1006-41226	RETIREE INSURANCE-COD		74.40
101-1006-44607	FIELD SUPP-CODE ENF/AN		701.45
101-1006-48598	PROFESSIONAL SERVICES		300.00
101-1006-48599	OTHER CONTRACTUAL SE		150.00
101-1007-41226	RETIREE INSURANCE-POLI		840.32
101-1007-43316	GAS & OIL		2,370.76
101-1007-43775	TELEPHONE		149.00
101-1007-43815	SOFTWARE		110.00
101-1007-44613	NON-CAPITAL ITEMS		561.78
101-1007-47420	MAINTENANCE VEHICLE/		12.13
101-1007-48599	OTHER CONTRACTUAL SE		44,887.25
101-1008-41226	RETIREE INSURANCE-COD		330.97
101-1008-42310	PER DIEM-CODE ENF/AN		87.40
101-1008-43316	GAS & OIL		427.21
101-1008-43770	SUBSCRIPTION & DUES	5.	35.00
101-1009-41226	RETIREE INSURANCE-MUN		354.24
101-1009-42620	UNIFORMS/LINEN-MUNI		159.99
101-1009-43316	GAS & OIL		562.06

#### **Account Summary**

	Account Summary	
Account Number	Account Name	Payment Amount
101-1009-44607	FIELD SUPPLIES-MUNI RE	56.99
101-1009-47415	MAINTENANCE-GROUNDS	1,800.00
101-1009-47420	MAINTENANCE VEHICLE/	420.88
101-1009-80845	CAPITAL IMPROVEMENTS	26,257.00
101-1010-41226	RETIREE INSURANCE-BUIL	91.20
101-1010-43770	SUBSCRIPTION & DUES	35.00
101-1010-48598	PROFESSIONAL SERVICES	7,995.49
101-1011-41226	RETIREE INSURANCE-STRE	596.60
101-1011-44606	OFFICE SUPPLIES	113.34
101-1012-41226	RETIREE INSURANCE-FLEE	48.96
101-1012-43316	GAS & OIL	69.66
101-1014-41226	RETIREE INSURANCE-FACI	492.48
101-1014-43316	GAS & OIL	253.83
101-1014-43403	REGULAR BUILDING MAI	4,209.80
101-1014-44607	FIELD SUPPLIES-FACILITY	3,502.57
101-1014-47420	MAINTENANCE-VEHICLE/	35.44
101-1014-48599	OTHER CONTRACTUAL SE	53.94
101-1016-41226	RETIREE INSURANCE-LIBR	1,048.04
101-1018-43780	UTILITIES	8,555.66
101-1018-43815	SOFTWARE LIC/SOFTWAR	167.29
201-1903-45555	DO NOT USE Miscellaneu	117.00
201-1903-48710	CARE OF PRISONERS-COR	2,660.00
209-1603-43775	TELEPHONE	201.26
209-1603-43780	UTILITIES	531.64
211-2003-44573	UNIFORM & EQUIPMENT	233.98
211-2003-44607	FIELD SUPPLIES	5,435.00
214-2503-43465	RENT OF EQUIPMENT	950.73
214-2503-47597	9% ADVERTISING/MARKET	844.84
216-4503-43316	GAS & OIL	2,408.08
216-4503-43550	ROADWAY MAINTENANCE	8,091.76
216-4503-47420	MAINT.VEHICLE/FURN/E	2,006.29
294-5003-43775 295-4803-41226	TELEPHONE	169.78
295-4803-41226	RETIREE INSURANCE-MUN UTILITIES-MUNI POOL	73.00
303-4703-43775	TELEPHONE	674.88
303-4703-60840	CONSTRUCTION COSTS	132.18
320-6603-80805	BUILDINGS & STRUCTURES	8,137.50
403-1203-12902	CWPA TORC 2 OPERATING	442,375.13 10,023.53
403-1203-12918	CWPA TORC 2 OPERATION	690.58
403-1203-12919	CWPA TORC 19 OPERATI	7,598.77
403-1203-12967	PPRF-4967 OPERATING	10,545.66
501-1803-43780	UTILITIES	964.61
502-3601-41226	RETIREE INSURANCE-UTIL	483.60
502-3601-43316	GAS & OIL	282.90
502-3601-43465	RENT OF EQUIPMENT	3,036.81
502-3601-43775	TELEPHONE	163.45
502-3601-43815	SOFTWARE LIC/SOFTWAR	341.66
502-3601-47420	MAINT. FURNITURE/FIX/	7.10
503-3702-41226	RETIREE INSURANCE-ELEC	758.88
503-3702-42720	EMPLOYEE TRAINING-ELE	2,200.00
503-3702-43316	GAS & OIL	1,023.44
503-3702-43775	TELEPHONE	285.90
503-3702-43780	UTILITIES	1,561.86
503-3702-43815	SOFTWARE LIC/SOFTWAR	167.30
503-3702-44607	FIELD SUPPLIES	224.65
503-3702-44615	SAFETY EQUIPMENT	933.40
503-3702-47420	MAINTENANCE-VEHICLE/	510.47
503-3702-48598	PROFESSIONAL SERVICES	4,410.00
		,

#### **Account Summary**

	Account Summary	
Account Number	Account Name	Payment Amount
503-3702-50795	WHOLESALE POWER COS	358,797.50
503-3702-80845	OTHER CAPITAL PURCHAS	1,900.66
504-3803-41226	RETIREE INSURANCE-WAT	277.21
504-3803-43316	GAS & OIL	2,122.09
504-3803-43465	RENT OF EQUIPMENT	60.00
504-3803-43775	TELEPHONE	55.92
504-3803-43780	UTILITIES	1,339.41
504-3803-43797	WATER CONSERVATION	1,574.61
504-3803-43815	SOFTWARE LIC/SOFTWAR	962.29
504-3803-47415	MAINTENANCE-GROUNDS	516.00
504-3803-47420	MAINTENANCE-VEHICLE/	1,852.13
505-3904-34601	WASTE DISPOSAL	38,804.07
505-3904-41226	RETIREE INSURANCE-SOLI	859.88
505-3904-43316	GAS & OIL	2,605.79
505-3904-43465	RENT OF EQUIPMENT	150.00
505-3904-43770	SUBSCRIPTION & DUES	100.00
505-3904-43775	TELEPHONE	173.20
505-3904-43780	UTILITIES	673.51
505-3904-43815	SOFTWARE LIC/SOFTWAR	167.30
505-3904-44606	OFFICE SUPPLIES	153.74
505-3904-44615	SAFETY EQUIPMENT	125.72
505-3904-45601	WASTE DISPOSAL	24,906.36
505-3904-47420	MAINTENANCE-VEHICLE/	2,586.56
505-3904-48599	OTHER CONTRACTUAL SE	6,242.64
506-4005-41226	RETIREE INSURANCE-WAS	539.58
506-4005-43316	GAS & OIL	683.19
506-4005-43775	TELEPHONE	231.61
506-4005-43780	UTILITIES	1,093.81
506-4005-43815	SOFTWARE LIC/SOFTWAR	167.29
506-4005-44607	FIELD SUPPLIES-WASTEW	574.50
506-4005-44615	SAFETY EQUIPMENT	179.00
506-4005-47420	MAINTENANCE-VEHICLE/	13.90
506-4005-48798	VILLAGE OF WILLIAMSBU	3,664.29
508-4303-41226	RETIREE INSURANCE	115.37
508-4303-43465	RENT OF EQUIPMENT	903.51
508-4303-43775	TELEPHONE	737.00
508-4303-43780	UTILITIES	2,933.48
508-4303-44607	FIELD SUPPLIES	110.67
508-4303-47415	MAINTENANCE-GROUNDS	724.50
508-4303-47420	MAINTENANCE VEHICLE/	384.95
509-4403-41226	RETIREE INSURANCE-AIR	230.40
509-4403-43316	GAS & OIL	60.77
509-4403-43775	TELEPHONE	464.84
509-4403-43780	UTILITIES	40.00
509-4403-47420	MAINTENANCE VEH/EQUI	211.89
	Grand Total:	1,118,000.84

#### **Project Account Summary**

Project Account Key		Payment Amount
**None**		1,118,000.84
	Grand Total:	1.118.000.84

#### CITY OF TRUTH OR CONSEQUENCES

#### **AGENDA REQUEST FORM**

MEETING DATE: August 12, 2020

Agenda Item #: F.1

**SUBJECT:** Ordinance No. 709 for final adoption amending the Code of Ordinances by adding a Section related to Sale of Real Property pursuant to §NMSA 1978 3-54-1. **DEPARTMENT: Community Development DATE SUBMITTED:** August 7, 2020 **SUBMITTED BY:** Traci Alvarez WHO WILL PRESENT THE ITEM: City Manager Madrid Summary/Background: The City received an offer from Claudea and Keven Depalma to purchase real property owned by the City. The proposed purchase price is \$26,000.00, which is equal to the appraised value. Pursuant to Section 3-54-1, the proposed Agreement must be approved by ordinance. City Commission approved ordinance 709 for publication on 9-25-2020. Prior to publication, we discovered an issue with respect to the title. We filed a petition in District Court and successfully resolved the issue. Title search has been performed and property is available for sale. No further offers for purchase have been received. **Recommendation:** Approve final adoption of Ordinance No. 709 amending the Code of Ordinances by adding a Section related to Sale of Real Property pursuant to §NMSA 1978 3-54-1. and proceed with purchase agreement. **Attachments:**  Ordinance No. 709 Purchase Agreement Fiscal Impact (Finance): Yes Revenue of \$26,000 Legal Review (City Attorney): Yes City Attorney prepared the proposed ordinance. **Approved For Submittal By:** □ Department Director **Reviewed by:** Sity Clerk Sinance Legal Other: Click here to enter text. **Final Approval:** □ City Manager CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN Resolution No. - Ordinance No. 709 Continued To: Click here to enter a date. Referred To: Click here to enter text. ☐ Approved ☐ Denied Other: Click here to enter text. File Name: CC Agendas 8-12-2020

#### **PURCHASE AGREEMENT**

This Agreement is entered into on the 12th day of August 2020, by and between

THE CITY OF TRUTH OR CONSEQUENCES, a Municipal corporation (City), and

#### CLAUDEA C. DEPALMA and KEVIN M. DEPALMA, husband and wife (Buyer).

#### **RECITALS**

A. The parties desire to enter into an Agreement whereby the City will sell, transfer and convey all of its interest in and to the following described realty to the Buyer:

Lots seventeen (17) through twenty-two (22) in Block twenty-seven (27), Palomas, Hot Springs Townsite, in the City of Truth or Consequences, New Mexico, Sierra County. Northwest corner of the intersection of Wyona venue and Clancy Street.

- B. For the sale of real property, the City is required to follow the provisions of §3-54-1, N.M.S.A. (1978).
- C. The City obtained an appraisal on August 19, 2019 from Eric Van Pelt., certified appraiser. The appraised value of the property was \$26,000.00.
- D. The contemplated purchase price is \$26,000.00, which is the same as the appraised value. The City Commission has determined that it is in the best interest of the City to complete this sale due to the following reasons:
  - (1) The City acquired the subject real property by virtue of a condemnity.
  - (2) The City would be receiving a lump sum as consideration.
  - (3) The City has determined that the real property is not needed for any other purpose.

#### **NOW THEREFORE**, the parties agree as follows:

- 1. The City hereby sells, conveys and transfers all of its interest in the above-referenced realty to the Buyer.
- 2. Upon the execution of this Purchase Agreement, the Buyer shall pay to the City the sum of TWENTY SIX THOUSAND DOLLARS (\$26,000.00).
- 3. Immediately upon receiving the purchase price, the City shall deliver to buyer an executed quitclaim deed which shall convey the aforesaid property to the buyer.

5. All recording fees and closing costs	will be paid by Buyer.
CITY OF TRUTH OR CONSEQUENCES-	Seller
CLAUDEA C. DEPALMA – Buyer	
KEVIN M. DEPALMA – Buyer	
	**************************************
STATE OF ] :ss.	
COUNTY OF ]	
The foregoing instrument was acknowl on the day of September 2019.	edged before me by CLAUDEA C. DEPALMA
My Commission Expires:	Notary Public
Seal)	

4. The buyer is purchasing the property on an "as is" basis, and is not relying upon any warrants or representations made by City, either to the condition of the premises, the status of the title, or as to its feasibility of future development.

STATE OF	_ 1
COUNTY OF	;ss. ]
The foregoing instrumthe day of September 201	nent was acknowledged before me by <b>KEVIN M. DEPALMA</b> on 9.
My Commission Expires:	Notary Public
Seal)	
**************************************	**************************************
COUNTY OF SIERRA	:ss. ]
	instrument was acknowledged before me by, for the CITY OF TRUTH OR CONSEQUENCES, on the
day of September 2019.	
My Commission Expires:	Notary Public
(Seal)	



# City of Truth or Consequences AGENDA REQUEST FORM

MEETING DATE: August 12, 2020

Agenda Item #: <u>F.2</u>

SUBJECT:	Final Adoption of Ordinance No. 716 refunding of PPRF-5198 and new money for		
	ects, including the Loan Agreement, Intercept Agreement and closing documents.		
DEPARTMENT:	City Manager		
DATE SUBMITTED:			
	Angela A. Torres, City Clerk-Treasurer		
WHO WILL PRESENT THE ITEM: City Manager Madrid			
Summary/Backgro	und:		
To establish financing capacity for future capital projects and assets that may not be funded by other sources.			
Recommendation:			
Final Adoption of ordinance No. 716.			
Attachments:			
Ordinance No. 716			
Loan Agreement			
<ul> <li>Intercept Ag</li> </ul>	Intercept Agreement and Corresponding documents		
Fiscal Impact (Finance): TBD			
•			
Legal Review (City Attorney): Yes			
•			
Approved For Subn	nittal 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. 716			
Continued To: - Referred To: -			
☐ Approved ☐ Denied ☐ Other: Click here to enter text.			
File Name: CC Age	endas 8-12-2020		

#### STATE OF NEW MEXICO CITY OF TRUTH OR CONSEQUENCES SIERRA COUNTY

The City Commission (the "Governing Body") of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body in the City Commission Chambers, 405 W. 3<sup>rd</sup> Street, in Truth or Consequences, New Mexico being the meeting place of the Governing Body for the regular meeting held on the 12th day of August, 2020, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:	
Absent:	
Also Present:	

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

## CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO ORDINANCE NO. 716

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND AGREEMENT BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), IN THE PRINCIPAL AMOUNT OF \$1,124,189 FOR THE PURPOSE OF REFUNDING FINANCE AUTHORITY LOAN NO. PPRF-2367, FINANCING IMPROVEMENTS TO STREETS, ALLEYS, SIDEWALKS AND CURBS FOR THE GOVERNMENTAL UNIT AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT, AND EVIDENCING THE SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO REPAY THE PRINCIPAL AMOUNT OF \$1,124,189, TOGETHER WITH INTEREST THEREON; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM A ONE-QUARTER OF ONE PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX REVENUES AUTHORIZED PURSUANT TO SECTIONS 7-19D-9, NMSA 1978, AS AMENDED, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF MUNICIPAL GROSS RECEIPTS TAX REVENUES TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

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

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

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

WHEREAS, pursuant to the Act, the Governmental Unit has by the Municipal Gross Receipts Tax Ordinance imposed a one-quarter of one percent (0.25%) increment of Municipal Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit which provides for the Pledged Revenues; and

WHEREAS, other than as described in <u>Exhibit "A"</u> to the Loan Agreement, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation, which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues, and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

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

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Loan Agreement and Intercept Agreement in the amount and for the purposes set forth herein; and

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

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

Section 1. <u>Definitions</u>. As used in this Ordinance, the following capitalized terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, Sections 3-31-1 through 3-31-12 and Section 7-19D-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Ordinance.

"Aggregate Annual Debt Service Requirement" means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

PPRF-5198 2

"Authorized Officers" means the Mayor, City Manager and City Clerk-Treasurer of the Governmental Unit.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to the Loan Agreement and the Loan Agreement Payments.

"Closing Date" means the date of execution, delivery and funding of the Loan Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Completion Date" means the date of final payment of the cost of the Project.

"Distributing State Agency" means the department or agency of the State, as described on the Term Sheet attached as <u>Exhibit "A"</u> to the Loan Agreement, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

"Expenses" means the cost of execution of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

"Finance Authority" means the New Mexico Finance Authority.

"Finance Authority Debt Service Account" means the debt service account in the name of the Governmental Unit and held by the Finance Authority to pay principal and interest on the Loan Agreement as the same become due.

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

"Governing Body" means the City Commission of the Governmental Unit, or any future successor governing body of the Governmental Unit.

"Governmental Unit" means the City of Truth or Consequences, New Mexico.

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

"Indenture" means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, or successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

"Intercept Agreement" means the Intercept Agreement, between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

"Loan Agreement" means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee.

"Loan Agreement Principal Amount" means the original principal amount of the Loan Agreement as shown on Exhibit "A" to the Loan Agreement.

"Loan Agreement Reserve Account" means the loan agreement reserve account established in the name of the Governmental Unit, funded from the proceeds of the Loan Agreement and administered by the Trustee pursuant to the Indenture.

"Loan Agreement Reserve Requirement" means, with respect to the Loan, the amount shown as the Loan Agreement Reserve Account Deposit on Exhibit "A" to the Loan Agreement, which amount does not exceed the least of: (i) ten percent (10%) of the Loan Agreement Principal Amount; (ii) one hundred twenty-five percent (125%) of the average annual principal and interest requirements under the Loan Agreement; or (iii) the maximum annual principal and interest requirements under the Loan Agreement.

"Municipal Gross Receipts Tax Ordinance" means the Governmental Unit Ordinance passed and approved by the Governmental Unit pursuant to the Act on January 22, 1979, with an effective date of January 1, 1980, which imposes a Municipal Local Option Gross Receipts Tax in the amount of one-quarter of one percent (.25%) of the gross receipts of all persons engaging in business within the Governmental Unit. The Municipal Gross Receipts Tax Ordinance originally imposed what was known as the first increment of Municipal Local Option Gross Receipts Tax. Pursuant to Laws 2019, Chapter 274, §16, the County Local Option Gross Receipts Tax imposed by the Municipal Gross Receipts Tax Ordinance is no longer identifiable as the first increment and instead comprises one-quarter of one percent (.25%) of the maximum rate of municipal gross receipts tax that may be imposed under NMSA 1978, Section 7-19D-9 of two and one-half percent (2.5%).

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

"Ordinance" means this Ordinance No. 716 adopted by the Governing Body on August 12, 2020 approving the Loan Agreement and Intercept Agreement as amended from time to time.

"Parity Obligations" means the Loan Agreement and any other obligations, now 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 the Loan Agreement, including those obligations described on the Term Sheet attached as <a href="Exhibit">Exhibit "A"</a> to the Loan Agreement.

"Pledged Revenues" means revenues of the Governmental Unit received pursuant to the Municipal Gross Receipts Tax Ordinance and pledged to payment of the Loan Agreement Payments pursuant to the Ordinance and described on the Term Sheet.

"Program Account" means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

"Project" means the project described in <u>Exhibit "A"</u> to the Loan Agreement, the refunding of the Refunded Loan.

"Refunded Loan" means Loan No. PPRF-2367 between the Finance Authority and the Governmental Unit dated November 20, 2009 in the original principal amount of \$2,046,949.

"State" means the State of New Mexico.

"Term Sheet" means Exhibit "A" attached to the Loan Agreement.

"Trustee" means BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

- Section 2. <u>Ratification</u>. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the financing of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby ratified, approved and confirmed.
- Section 3. <u>Authorization of the Project, the Loan Agreement and the Intercept Agreement</u>. The financing of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.
- Section 4. <u>Findings</u>. The Governmental Unit 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 Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary and advisable.
- B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the costs of financing the Project.
- C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.
- D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.
- E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are

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

- F. The Governmental Unit will finance the Project, in whole or in part, with the net proceeds of the Loan.
- G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.
- H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.
- I. Pursuant to Section 7-19D-9, NMSA 1978, as amended, the Governmental Unit heretofore has adopted the Municipal Gross Receipts Tax Ordinance, which imposes a one-quarter of one percent (0.25%) increment of Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.
- J. Pursuant to Section 7-1-6.12, NMSA 1978, as amended, the Governmental Unit receives Pledged Revenues from the Distributing State Agency.

#### Section 5. <u>Loan Agreement and Intercept Agreement - Authorization and Detail.</u>

- A. <u>Authorization</u>. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and financing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$1,124,189, plus interest thereon, and the execution and delivery of the Loan Agreement and Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the Project; (ii) fund the Loan Agreement Reserve Account; and (iii) make a deposit to the Finance Authority Debt Service Account. The project financed by the Refunded Loan will be owned by the Governmental Unit.
- B. <u>Detail</u>. The Loan Agreement and Intercept Agreement shall be in substantially the form of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an original aggregate principal amount of \$1,124,189, shall be payable in installments of principal due on May 1 of the years designated in <u>Exhibit "B"</u> to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, beginning on May 1, 2021 at the rates designated in <u>Exhibit "B"</u> to the Loan Agreement.
- Section 6. <u>Approval of Loan Agreement and Intercept Agreement</u>. The forms of the Loan Agreement and Intercept Agreement, as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk-Treasurer is hereby authorized to affix the seal of the

Governmental Unit on the Loan Agreement and Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

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

#### Section 8. <u>Disposition of Proceeds: Completion of Financing of the Project.</u>

A. Program Account, Finance Authority Debt Service Account and Loan Agreement Reserve Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account and the Loan Agreement Reserve Account to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account; and (ii) the deposit of funds in the amount of the Loan Agreement Reserve Requirement in the Loan Agreement Reserve Account, all as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account, the Loan Agreement Reserve Account and the Finance Authority Debt Service Account, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of financing the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will finance the Project with all due diligence.

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- B. <u>Completion of Financing of the Project</u>. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that financing of and payment for the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.
- C. <u>Finance Authority and Trustee Not Responsible</u>. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.
- Section 9. <u>Deposit of Pledged Revenues, Distributions of the Pledged Revenues and</u> Flow of Funds.
- A. <u>Deposit of Pledged Revenues</u>. Pursuant to the Intercept Agreement, Pledged Revenues shall be paid to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest, premium, if any, and other amounts due under the Loan Agreement, including sufficient Pledged Revenues in the Loan Agreement Reserve Account to maintain the Loan Agreement Reserve Requirement.
- B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amounts in the Finance Authority Debt Service Account and Loan Agreement Reserve Account total a sum at least equal to the entire aggregate amount to become due as to principal and interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.
- C. <u>Use of Surplus Revenues</u>. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.
- Section 10. <u>Lien on Pledged Revenues</u>. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

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- Section 11. <u>Authorized Officers</u>. 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 Ordinance, the Loan Agreement, the Intercept 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 Ordinance, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the Intercept Agreement and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary).
- Section 12. <u>Amendment of Ordinance</u>. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Ordinance may be supplemented or amended by resolution or ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. This Ordinance may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.
- Section 13. Ordinance Irrepealable. After the Loan Agreement has been executed and delivered, this Ordinance shall be and remains irrepealable until all obligations due under the Loan Agreement and Intercept Agreement shall be fully paid, canceled and discharged, as herein provided.
- Section 14. <u>Severability Clause</u>. If any section, paragraph, clause or provision of this Ordinance 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 Ordinance.
- Section 15. <u>Repealer Clause</u>. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.
- Section 16. <u>Effective Date</u>. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk-Treasurer of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Ordinance shall be in full force and effect thereafter, in accordance with law.
- Section 17. <u>General Summary for Publication</u>. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

#### (Form of Summary of Ordinance for Publication)

#### City of Truth or Consequences, New Mexico Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 716, duly adopted and approved by the Governing Body of the City of Truth or Consequences, New Mexico, on August 12, 2020. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the City Clerk-Treasurer, 505 Sims Street, Truth or Consequences, New Mexico. The title of the Ordinance is:

# CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO ORDINANCE NO. 716

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF TRUTH CONSEQUENCES, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), IN THE PRINCIPAL AMOUNT OF \$1,124,189 FOR THE PURPOSE OF REFUNDING FINANCE AUTHORITY LOAN NO. PPRF-2367, FINANCING IMPROVEMENTS TO STREETS, ALLEYS. SIDEWALKS AND CURBS FOR THE GOVERNMENTAL UNIT AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT, AND EVIDENCING THE SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO REPAY THE PRINCIPAL AMOUNT OF \$1,124,189, TOGETHER WITH INTEREST THEREON; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM A ONE-OUARTER OF ONE PERCENT INCREMENT OF MUNICIPAL GROSS RECEIPTS TAX REVENUES AUTHORIZED PURSUANT TO SECTIONS 7-19D-9, NMSA 1978, AS AMENDED, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF MUNICIPAL GROSS RECEIPTS TAX REVENUES TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN: REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

(End of Form of Summary for Publication)

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

### TRUTH OR CONSEQUENCES, NEW MEXICO

	By:Sandra Whitehead, Mayor
[SEAL]	
ATTEST:	
By: Angela Torres City Clerk-Treasurer	

Commissionerseconded by Commissioner	then moved adoption of the foregoing Ordinance, duly
The motion to adopt said Ordinance the following recorded vote:	e, upon being put to a vote, was passed and adopted on
Those Voting Aye:	<del></del>
Those Voting Nay:	
Those Absent:	
	·
( ) members of the Go	verning Body having voted in favor of said motion, the
Mayor declared said motion carried and sai	d Ordinance adopted, whereupon the Mayor and the City the records of the minutes of the Governing Body.

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

### TRUTH OR CONSEQUENCES, NEW MEXICO

By: Sandra Whitehead, Mayor		
[SEAL]		
ATTEST:		
By: Angela Torres, City Clerk-Treasurer		

5483993

#### EXHIBIT "A"

Meeting Agenda of the August 12, 2020 City Commission Meeting

(See attached)

#### STATE OF NEW MEXICO TRUTH OR CONSEQUENCES SIERRA COUNTY

- I, Angela Torres, the duly qualified and acting City Clerk-Treasurer of the City of Truth or Consequences, New Mexico (the "Governmental Unit"), do hereby certify:
- 1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission of the City of Truth or Consequences, New Mexico (the "Governing Body"), constituting the governing body of the Governmental Unit had and taken at a duly called regular meeting held at 405 W. 3<sup>rd</sup> Street, in Truth or Consequences, New Mexico, on August 12, 2020, at the hour of 9:00 a.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, copies of which are set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.
- 2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.
- 3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 18<sup>th</sup> day of September, 2020.

TRUTH OR CONSEQUENCES, NEW MEXICO

By:	
	Angela Torres, City Clerk-Treasurer

[SEAL]

5483993

#### \$1,124,189

#### LOAN AGREEMENT

dated

September 18, 2020

by and between the

#### NEW MEXICO FINANCE AUTHORITY

and the

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

Certain interests of the New Mexico Finance Authority under this Loan Agreement may be assigned to BOKF, NA, as trustee under an Indenture, as defined in Article I of this Loan Agreement.

#### LOAN AGREEMENT

THIS LOAN AGREEMENT dated September 18, 2020 is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and the CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (the "Governmental Unit"), a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State").

#### WITNESSETH:

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

WHEREAS, one of the purposes of the Finance Authority Act is to implement a program to permit qualified entities, such as the Governmental Unit, to enter into agreements with the Finance Authority to facilitate financing of public projects; and

WHEREAS, the Governmental Unit is a political subdivision duly organized and existing under and pursuant to the laws of the State and is a qualified entity under the Finance Authority Act; and

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

WHEREAS, pursuant to the Act, the Governmental Unit has by the Municipal Gross Receipts Tax Ordinance imposed a one-quarter of one percent (0.25%) increment of Municipal Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit which provides for the Pledged Revenues; and

WHEREAS, the Act authorizes the Governmental Unit to use the Pledged Revenues to finance the Project and to enter into this Loan Agreement; and

WHEREAS, the Finance Authority has determined that the Project is important to the overall capital needs of the residents of the State and that the Project will directly enhance the health and safety of the residents of the Governmental Unit; and

WHEREAS, the Governmental Unit has entered into the Intercept Agreement by and between the Finance Authority and the Governmental Unit whereby the Pledged Revenues due to the Governmental Unit from the Distributing State Agency are intercepted by the Finance Authority, or the Trustee, as its assignee, to make payments due under this Loan Agreement; and

WHEREAS, the Finance Authority may assign and transfer this Loan Agreement to the Trustee pursuant to the Indenture; and

WHEREAS, except as described on the Term Sheet, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose at the time of the execution and delivery of this Loan Agreement, and the Governmental Unit desires to pledge the Pledged Revenues toward the payment of this Loan Agreement; and

WHEREAS, the obligation of the Governmental Unit hereunder shall constitute a special, limited obligation of the Governmental Unit, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Governmental Unit or a charge against the general credit or ad valorem taxing power of the Governmental Unit or the State; and

WHEREAS, the execution, performance and delivery of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Governing Body pursuant to the Ordinance; and

WHEREAS, the execution and performance of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Finance Authority.

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 Loan 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 Loan Agreement including the foregoing recitals, unless the context clearly requires otherwise.

"Act" means the general laws of the State, including Sections 3-31-1 through 3-31-12, 7-19D-9, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and Intercept Agreement, including the Ordinance.

"Additional Payment Obligations" mean payments in addition to Loan Agreement Payments required by this Loan Agreement, including, without limitation, payments required to replenish the Loan Agreement Reserve Account and payments required pursuant to the provisions of Article IX and Article X hereof.

"Aggregate Annual Debt Service Requirement" means the total principal, interest, and premium payments, if any, due and payable pursuant to this Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means, in the case of the Governmental Unit, Mayor, City Manager and City Clerk-Treasurer, and, in the case of 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.

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

"Bond Counsel" means nationally recognized bond counsel experienced in matters of municipal law, satisfactory to the Trustee and listed in the list of municipal bond attorneys, as published semiannually by The Bond Buyer's Municipal Marketplace, or any successor publication, acting as Loan Counsel to the Finance Authority.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse this Loan Agreement.

"Closing Date" means the date of execution, delivery and funding of this Loan Agreement as shown on the Term Sheet.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Distributing State Agency" means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

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

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

"Finance Authority Debt Service Account" means the debt service account established in the name of the Governmental Unit within the Debt Service Fund, as defined in the Indenture, held and administered by the Finance Authority to pay principal and interest, if any, on this Loan Agreement as the same become due.

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

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

"Indenture" means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

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

"Intercept Agreement" means the Intercept Agreement dated September 18, 2020, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest on this Loan Agreement as shown on <u>Exhibit "B"</u> hereto.

"Loan" means the funds in the Loan Agreement Principal Amount to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement.

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

"Loan Agreement Balance" means, as of any date of calculation, the Loan Agreement Principal Amount less the aggregate principal amount paid or prepaid pursuant to the provisions of this Loan Agreement.

"Loan Agreement Payment" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Governmental Unit as payment of this Loan Agreement as shown on <a href="Exhibit">Exhibit "B"</a> hereto.

"Loan Agreement Payment Date" means each date a payment is due on this Loan Agreement as shown on Exhibit "B" hereto.

"Loan Agreement Principal Amount" means the original principal amount of this Loan Agreement as shown on the Term Sheet.

"Loan Agreement Reserve Account" means the loan agreement reserve account established in the name of the Governmental Unit funded from the proceeds of this Loan Agreement and administered by the Trustee pursuant to the Indenture.

"Loan Agreement Reserve Requirement" means, with respect to the Loan, the amount shown as the Loan Agreement Reserve Account deposit on the Term Sheet which amount does not exceed the least of: (i) ten percent (10%) of the Loan Agreement Principal Amount; (ii) one hundred twenty-five percent (125%) of the average annual principal and interest requirements under the Loan Agreement; or (iii) the maximum annual principal and interest requirements under the Loan Agreement.

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

"Municipal Gross Receipts Tax Ordinance" means the Governmental Unit Ordinance passed and approved by the Governmental Unit pursuant to the Act on January 22, 1979, with an effective date of January 1, 1980, which imposes a Municipal Local Option Gross Receipts Tax in the amount of one-quarter of one percent (.25%) of the gross receipts of all persons engaging in business within the Governmental Unit. The Municipal Gross Receipts Tax Ordinance originally imposed what was known as the first increment of Municipal Local Option Gross Receipts Tax. Pursuant to Laws 2019, Chapter 274, §16, the County Local Option Gross Receipts Tax imposed by the Municipal Gross Receipts Tax Ordinance is no longer identifiable as the first increment and instead comprises one-quarter of one percent (.25%) of the maximum rate of municipal gross receipts tax that may be imposed under NMSA 1978, Section 7-19D-9 of two and one-half percent (2.5%).

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

"Ordinance" means the Governmental Unit Ordinance No. 716 adopted by the Governing Body on August 12, 2020 approving this Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

"Parity Obligations" means this Loan 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 a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

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

"Pledged Revenues" means revenues of the Governmental Unit received pursuant to the Municipal Gross Receipts Tax Ordinance and pledged to payment of the Loan Agreement Payments pursuant to the Ordinance and described on the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement as shown on Exhibit "B" hereto.

"Program Account" means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of this Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

"Project" means the refunding of the Refunded Loan, as described on the Term Sheet.

"Refunded Loan" means the Loan Agreement No. PPRF-2367 dated November 20, 2009, in the original principal amount of \$2,046,949 from the Finance Authority to the Governmental Unit.

"Term Sheet" means Exhibit "A" attached hereto.

"Trustee" means BOKF, NA, Albuquerque, New Mexico, or any successor trust company, national or state banking association or financial institution at the time appointed the Trustee by the Finance Authority.

"Unassigned Rights" means the rights of the Finance Authority to receive payment of administrative expenses, reports and indemnity against claims pursuant to the provisions of this Loan Agreement which are withheld in the granting clauses of the Indenture from the pledge, assignment and transfer of this Loan Agreement to the Trustee.

# ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

- Section 2.1 <u>Representations, Covenants and Warranties of the Governmental Unit.</u>
  The Governmental Unit represents, covenants and warrants:
- (a) <u>Binding Nature of Covenants</u>. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Ordinance shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.
- (b) <u>Personal Liability</u>. No covenant, stipulation, obligation or agreement contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Governmental Unit or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer, agent or employee of the Governmental Unit executing this Loan Agreement shall be liable personally on this Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

- (c) <u>Authorization of Loan Agreement and Intercept Agreement.</u> The Governmental Unit is a political subdivision of the State and is duly organized and existing under the statutes and laws of the State. Pursuant to the Act, as amended and supplemented from time to time, the Governmental Unit is authorized by the Act to enter into the transactions contemplated by this Loan Agreement and the Intercept Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement, the Intercept Agreement, and the other documents related to the transaction.
- (d) <u>Use of Loan Agreement Proceeds</u>. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement (less the deposits to the Loan Agreement Reserve Account, if any, and the Finance Authority Debt Service Account to the financing of the Project.
- (e) Payment of Loan Agreement. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in Exhibit "B" hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from the Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit 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.
- (f) <u>Financing and Completion of Project</u>. The Project will consist of the refunding of the Refunded Loan. The Project will be financed and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the financing and completion of the Project and to the use of the Pledged Revenues.
- (g) <u>Necessity of Project</u>. The financing of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and its residents.
- (h) <u>Legal, Valid and Binding Special Obligation</u>. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement and the Intercept Agreement, and this Loan Agreement and the Intercept Agreement constitute legal, valid and binding special obligations of the Governmental Unit enforceable in accordance with their terms.
- (i) <u>Loan Agreement Term</u>. The weighted average maturity of 5.337 years of the Loan Agreement does not exceed 120% of the remaining reasonably expected life of the project funded by the Refunded Loan which is at least ten (10) years.

- (j) <u>Use of Project</u>. During the Loan Agreement Term, the project funded by the Refunded Loan will at all times be used for the purpose of benefiting the Governmental Unit as a whole.
- (k) No Private Activity. The Governmental Unit is a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code. In addition, no amounts disbursed from the Program Account and used to finance the Project shall be used in the trade or business of a person who is not a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code.
- (l) <u>No Excess Loan Agreement Proceeds</u>. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; (ii) the Loan Agreement Reserve Requirement; and (iii) an amount necessary to pay costs related to issuance of the Bonds, if any.
- (m) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement and the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the Intercept Agreement, 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 Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.
- (n) <u>Irrevocable Enactments</u>. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement, including the Ordinance, shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.
- (o) Outstanding Debt. Except for the Parity Obligations, if any, described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding.
- (p) No Litigation. To the knowledge of the Governmental Unit, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under such agreements, 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.

- (q) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the Intercept Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement or the Intercept Agreement.
- (r) <u>Pledged Revenues Not Budgeted</u>. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.
- (s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.
- (t) <u>No Extension of Interest Payments</u>. The Governmental Unit will not extend or be a party to the extension of the time for paying any interest on this Loan Agreement.
- (u) <u>Governmental Unit's Existence</u>. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.
- (v) <u>Continuing Disclosure</u>. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: annual audits, operational data required to update information in any disclosure documents used to assign or securitize the Loan Agreement Payments by issuance of Bonds by the Finance Authority pursuant to the Indenture, and notification of any event deemed material by the Finance Authority.
- Tax Covenants. The Governmental Unit covenants that it shall restrict the (w) use of the proceeds of this Loan Agreement in such manner and to such extent, if any, as may be necessary so that this Loan Agreement will not constitute an arbitrage bond under Section 148 of the Code and that it shall pay any applicable rebate to the Internal Revenue Service. Authorized Officers are hereby authorized and directed to execute an Arbitrage and Tax Certificate as may be required by the Finance Authority and such additional certificates as shall be necessary to establish that this Loan Agreement is not an "arbitrage bond" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto. including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150 as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Governmental Unit covenants to comply with the provisions of any such Arbitrage and Tax Certificate and the provisions thereof will be incorporated herein by reference to the same extent as if set forth herein. The Governmental Unit covenants that no use will be made of the proceeds of this Loan Agreement, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148-1(b)) of this

Loan Agreement, which use, if it had been reasonably expected on the Closing Date, would have caused this Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Governmental Unit obligates itself to comply throughout the Loan Agreement Term with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Governmental Unit further represents and covenants that no bonds or other evidence of indebtedness of the Governmental Unit payable from substantially the same source as this Loan Agreement have been or will be issued, sold or delivered within fifteen (15) days prior to or subsequent to the Closing Date.

- (x) <u>Pledged Revenues Covenants</u>. The Governing Body has duly adopted the Municipal Gross Receipts Tax Ordinance imposing a one-quarter of one percent (0.25%) increment of Municipal Gross Receipts Tax, which constitutes the Pledged Revenues. The Municipal Gross Receipts Tax Ordinance has not been repealed or superseded and is in full force and effect.
- Section 2.2 <u>Representations, Covenants and Warranties of the Finance Authority</u>. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit as follows:
- (a) Authorization of Loan Agreement and Intercept Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and the Intercept Agreement and, by proper action, has duly authorized the execution and delivery of this Loan Agreement and the Intercept Agreement.
- (b) <u>Assignment of Rights</u>. The Finance Authority may not pledge or assign the Pledged Revenues, the Loan Agreement Payments or any of its other rights under this Loan Agreement and the Intercept Agreement except to the Trustee pursuant to the Indenture.
- Neither the execution and delivery of this Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement or the Intercept Agreement, nor the consummation of the transactions contemplated in this Loan Agreement or the Intercept Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or resolution of any court, government or governmental authority having jurisdiction over the Finance Authority or its property, and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.
- (d) <u>No Litigation</u>. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person

affecting the right of the Finance Authority to execute or deliver this Loan Agreement or the Intercept Agreement, or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement and the Intercept Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

- (e) <u>Legal, Valid and Binding Obligations</u>. This Loan Agreement and the Intercept Agreement constitute the legal, valid and binding obligations of the Finance Authority enforceable in accordance with their terms.
- (f) <u>Tax-Exempt Reimbursement of Amount Loaned</u>. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act) for the amount of the Loan from the proceeds of tax-exempt bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date.

#### ARTICLE III LOAN AGREEMENT TERM

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

# ARTICLE IV LOAN; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the Loan Agreement Principal Amount as follows:

- (a) To the Trustee, the amount shown on the Term Sheet as the Program Account deposit shall be deposited into the Governmental Unit's Program Account to be maintained by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof at the direction of the Governmental Unit as needed by the Governmental Unit for the Project; and
- (b) To the Trustee, the amount shown on the Term Sheet as the Loan Agreement Reserve Account deposit shall be deposited in the Governmental Unit's account maintained in the Loan Agreement Reserve Fund by the Trustee pursuant to the Indenture; and
- (c) To the Finance Authority, the amount shown on the Term Sheet as the Finance Authority Debt Service Account deposit shall be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 hereof.

# ARTICLE V LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account and the Loan Agreement Reserve Account, such accounts being held by the Trustee; and (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit "B."

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

Section 5.2 <u>Payment Obligations of Governmental Unit</u>. As provided in the Intercept Agreement, the Distributing State Agency shall cause to be transferred from the Pledged Revenues, the amounts provided in subsections (a)(i) and (ii) of this Section 5.2 for deposit into the Finance Authority Debt Service Account and the amount provided in subsection (c) for deposit into the Loan Agreement Reserve Account. The Finance Authority Debt Service Account shall be established and held by the Finance Authority and the Loan Agreement Reserve Account shall be established and held by the Trustee, each on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to this Section 5.2 shall be

accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account and Loan Agreement Reserve Account shall be expended and used by the Finance Authority or the Trustee, as the case may be, only in the manner and order of priority specified below.

- (a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority, and the Finance Authority shall transfer and deposit into the Finance Authority Debt Service Account the following from the Pledged Revenues received pursuant to the Intercept Agreement from the Governmental Unit, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture:
- (i) <u>Interest Components</u>. (A) Monthly, beginning on the first day of the month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Interest Component coming due on this Loan Agreement (which is May 1, 2021), and (B) on the first day of each month thereafter, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component on this Loan Agreement as described in Exhibit "B";
- (ii) <u>Principal Payments</u>. (A) Monthly, beginning on the first day of the month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Principal Component (which is May 1, 2021), and (B) on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in <u>Exhibit "B"</u>.
- (b) Each Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.
- As a second charge and lien on the Pledged Revenues received from the Governmental Unit after deposits in (a) and (b) have been made, the Trustee shall transfer and deposit to the Loan Agreement Reserve Account any amounts necessary to replenish the Loan Agreement Reserve Account to the Loan Agreement Reserve Requirement. Moneys in the Loan Agreement Reserve Account shall be held and administered by the Trustee and shall be used only to prevent deficiencies in the payment of the Principal Component and Interest Component of the Loan Agreement Payments resulting from a failure to deposit into the Finance Authority Debt Service Account sufficient funds to pay debt service requirements on the Loan; provided, that the final two Interest Components and the final Principal Component on the Loan shall be payable from the Loan Agreement Reserve Account. If funds are withdrawn from the Loan Agreement Reserve Account to pay debt service on the Loan, at the direction of the Finance Authority or the Trustee, additional Pledged Revenues shall be deposited into the Loan Agreement Reserve Account in amounts in equal monthly installments sufficient to restore the amount on deposit therein to the Loan Agreement Reserve Requirement within one (1) year following such withdrawal; provided, that no additional Pledged Revenues shall be intercepted to replenish the Loan Agreement Reserve Account following the transfer of the amount in the Loan

Agreement Reserve Account to the Finance Authority Debt Service Account for payment of the final two Interest Components and the final Principal Component.

Notwithstanding any other provisions hereof, the Finance Authority shall have the right to waive the requirement of the Loan Agreement Reserve Account and the Loan Agreement Reserve Requirement, and any moneys in the Loan Agreement Reserve Account may, at the written direction of the Finance Authority, be applied to the Finance Authority Debt Service Account, or released to the Governmental Unit for the Project or used for any other purposes provided by law. If amounts in the Loan Agreement Reserve Account are released by the Finance Authority, the references in this Loan Agreement to the Loan Agreement Reserve Account and the Loan Agreement Reserve Requirement shall be of no further force and effect.

- (d) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute to the Governmental Unit for any purpose permitted by law.
- Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 herein, for remittance to the Trustee. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority, the Trustee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.
- Section 5.4 <u>Disposition of Payments by the Trustee</u>. The Trustee shall deposit all moneys received from the Finance Authority under this Loan Agreement in accordance with the Indenture.
- Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), it must be determined that:
- (a) The Governmental Unit is then current in all of the accumulations required to be made into the Finance Authority Debt Service Account and the Loan Agreement Reserve Account as provided herein.

- (b) No default shall exist in connection with any of the covenants or requirements of the Ordinance or this Loan Agreement.
- (c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty-five percent (125%) of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).
- (d) A written certification or opinion by the Governmental Unit's Treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.
- (e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.
- (f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement.
- Section 5.6 <u>Refunding Obligations</u>. The provisions of Section 5.5 hereof are subject to the following exceptions:
- (a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.
- (b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:
- (i) The outstanding obligations so refunded are Parity Obligations and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

- (ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof.
- (c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:
- (i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or
- (ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof; or
- (iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.
- (d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).
- Section 5.7 <u>Investment of Governmental Unit Funds</u>. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority for the Governmental Unit may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account and the Loan Agreement Reserve Account held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the discretion of the Trustee. Any earnings on any of said accounts shall be held and administered in each respective account and utilized in the same manner as the other moneys on deposit therein.
- Section 5.8 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

#### ARTICLE VI THE PROJECT

Section 6.1 Agreement to Finance the Project. The Governmental Unit hereby agrees that to effectuate the purposes of this Loan Agreement and to effectuate the financing and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general, do all things which may be requisite or proper to finance the Project. The Governmental Unit agrees to finance and complete the Project through the application of moneys to be disbursed from the Program Account pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 <u>Disbursements From the Program Account</u>. So long as no Event of Default shall occur, the Trustee shall disburse moneys from the Program Account in accordance with Section 6.2 of the Indenture upon receipt by the Trustee of a requisition substantially in the form of <u>Exhibit "C"</u> attached hereto signed by an Authorized Officer of the Governmental Unit.

No disbursement shall be made from the Program Account without the approval of Bond Counsel: (i) to reimburse the Governmental Unit's own funds for expenditures made prior to the Closing Date; (ii) to refund or advance refund any tax-exempt obligations issued by or on behalf of the Governmental Unit; (iii) to be used, directly or indirectly, to finance a project used or to be used in the trade or business of a person who is not a "governmental unit," within the meaning of Section 141(b)(6) of the Code; or (iv) to expend funds after the date that is three (3) years after the execution and delivery of this Loan Agreement.

Section 6.3 <u>Completion of the Project</u>. Upon completion of the Project, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority and the Trustee substantially in the form of <u>Exhibit "D"</u> attached hereto stating that, to the best of his or her knowledge, the Project has been completed and accepted by the Governmental Unit, and all costs have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 <u>Application of Loan Agreement Proceeds Subsequent to Completion of the Project</u>. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

#### ARTICLE VII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

- Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.
- Section 7.2 <u>Finance Authority and Governmental Unit Representatives</u>. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to act on any such approval or request.
- Section 7.3 <u>Requirements of Law.</u> During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.
- Section 7.4 First Lien; Equality of Liens. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.
- Section 7.5 <u>Expeditious Completion</u>. The Governmental Unit shall complete the Project with all practical dispatch.

# ARTICLE VIII PREPAYMENT OF LOAN AGREEMENT PAYMENTS

- Section 8.1 <u>Prepayment</u>. There is no option to prepay this Loan Agreement in whole or in part, unless as described below.
- Section 8.2 <u>Defeasance</u>. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be

deemed to have been paid, the Governmental Unit's payment obligations hereunder shall be terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Government Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which shall be addressed and delivered to the Finance Authority. Government Obligations within the meaning of this Section 8.2, unless otherwise approved by the Finance Authority, shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series - "SLGs"), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

# ARTICLE IX INDEMNIFICATION

From and to the extent of the Pledged Revenues, to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and the Trustee harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the project financed by the Refunded Loan during the Loan Agreement Term, from: (i) any act of negligence or other misconduct of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the project financed by the Refunded Loan in excess of the Loan Agreement proceeds and interest on the investment thereof. The Governmental Unit shall indemnify and save the Finance Authority and the Trustee 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 Trustee, shall defend the Finance Authority or the Trustee, as applicable, in any such action or proceeding.

## ARTICLE X EVENTS OF DEFAULT AND REMEDIES

- Section 10.1 <u>Events of Default Defined</u>. Any one of the following shall be an Event of Default under this Loan Agreement:
- (a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable;
- (b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other

than as referred to in paragraph (a), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Governmental Unit by the Finance Authority or the Trustee unless the Finance Authority and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or the Trustee but cannot be cured within the applicable thirty (30) day period, the Finance Authority and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default);

- (c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect;
- (d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;
- (e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or
- (f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

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

- (a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority and the Trustee under this Loan Agreement and the Intercept Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or
- (b) By suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority or the Trustee; or
- (c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or
- (d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues; or
- (e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or to enforce any other of its rights thereunder; or
- (f) Apply any amounts in the Program Account toward satisfaction of any of the obligations of the Governmental Unit under this Loan Agreement.
- Section 10.3 <u>Limitations on Remedies</u>. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.
- Section 10.4 No Remedy Exclusive. Subject to Section 10.3 hereof, no remedy herein conferred upon or reserved to the Finance Authority or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority or the Trustee to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.
- Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee 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 10.6 <u>No Additional Waiver Implied by One Waiver</u>. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Governmental Unit shall default under any of the provisions hereof and the Finance Authority or the Trustee 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 Governmental Unit herein contained, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority or the Trustee, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

#### ARTICLE XI MISCELLANEOUS

Section 11.1 <u>Notices</u>. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows: if to the Governmental Unit, City of Truth or Consequences, 505 Sims Street, Truth or Consequences, New Mexico 87901, Attention: City Manager; if to the Finance Authority, New Mexico Finance Authority, 207 Shelby Street, Santa Fe, New Mexico 87501, Attention: Chief Executive Officer; and if to the Trustee, BOKF, NA, 100 Sun Avenue NE, Suite 500, Albuquerque, New Mexico 87109, Attention: Trust Division. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

Section 11.3 <u>Amendments</u>. The Governmental Unit agrees that this Loan Agreement will not be amended without the prior written consent of the Finance Authority, and, if the Loan has been pledged under the Indenture (as defined herein), without the prior written consent of the Trustee (as defined herein), the Finance Authority and the Governmental Unit, pursuant to the Indenture.

Section 11.4. No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority, or against any officer, employee, director, trustee or member of the Governing Body, past, present or future, as an

individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director, trustee or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

- Section 11.5 <u>Severability</u>. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 11.6 <u>Execution in Counterparts</u>. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- Section 11.7 <u>Assignment by the Finance Authority</u>. Pursuant to the Indenture, this Loan Agreement and the Intercept Agreement may be assigned and transferred by the Finance Authority to the Trustee, which assignment and transfer is hereby acknowledged and approved by the Governmental Unit.
- Section 11.8 <u>Compliance with Governing Law</u>. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.
- Section 11.9 <u>Applicable Law</u>. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.
- Section 11.10 <u>Captions</u>. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

(Signature pages follow)

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on April 23, 2020, has executed this Loan Agreement in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

	NEW MEXICO FINANCE AUTHORITY
	By: Marquita D. Russel, Chief Executive Officer
PREPARED FOR EXECUTION BY O OF THE NEW MEXICO FINANCE A Sutin, Thayer & Browne A Professional As Loan Counsel	UTHORITY:
By: Suzanne Wood Bruckner	
APPROVED FOR EXECUTION BY O THE NEW MEXICO FINANCE AUTH	
By: Daniel C. Opperman Chief Legal Officer	

PPRF-5198 S-1

# CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

[SEAL]	By:
	Sandra Whitehead, Mayor
ATTEST:	
By:Angela Torres, City Clerk-Treasurer	

5483971

#### EXHIBIT "A"

#### **TERM SHEET**

New Mexico Finance Authority Loan No. PPRF-5198

Governmental Unit:

City of Truth or Consequences, New Mexico

**Project Description:** 

Refund the Loan Agreement No. PPRF-2367 dated November 20, 2009, in the original principal amount of \$2,046,949 from the Finance Authority to the

Governmental Unit

Loan Agreement

Principal Amount:

\$1,124,189

Disadvantaged Funding Amount:

\$0

Pledged Revenues:

The revenues of the Municipal Gross Receipts Tax Ordinance passed and approved by the Governmental Unit pursuant to the Act on January 22, 1979, with an effective date of January 1, 1980, which imposes a Municipal Local Option Gross Receipts Tax in the amount of one-quarter of one percent (.25%) of the gross receipts of all persons engaging in business within the Governmental Unit. The Municipal Gross Receipts Tax Ordinance originally imposed what was known as the first increment of Municipal Local Option Gross Receipts Tax. Pursuant to Laws 2019, Chapter 274, §16, the County Local Option Gross Receipts Tax imposed by the Municipal Gross Receipts Tax Ordinance is no longer identifiable as the first increment and instead comprises one-quarter of one percent (.25%) of the maximum rate of municipal gross receipts tax that may be imposed under NMSA 1978, Section 7-19D-9

of two and one-half percent (2.5%).

Coverage Ratio:

125%

Distributing State Agency:

State of New Mexico Taxation and Revenue Department

**Currently Outstanding Parity** 

Obligations:

None

Additional Parity Bonds Test:

125%

Authorizing Legislation:

Ordinance No. 716 adopted on August 12, 2020

Closing Date:

September 18, 2020

Blended Interest Rate:

0.688712%

Funds Received from Refunded

Loan:

\$156,410.54 (Loan Agreement Reserve Account)

\$62,377.73 (Cash – Debt Service Account)

Program Account Deposit:

\$1,230,558.18

Loan Agreement Reserve

Account Deposit:

\$112,418.90

Finance Authority Debt Service

Account Deposit:

\$0.19

First Interest Payment Date:

May 1, 2021

First Principal Payment Date:

May 1, 2021

Final Payment Date:

May 1, 2030

PROGRAM ACCOUNT DEPOSITS MUST BE USED WITHIN THREE YEARS UNLESS A
LATER DATE IS APPROVED IN WRITING TO THE TRUSTEE AND THE FINANCE
AUTHORITY BY BOND COUNSEL TO THE FINANCE AUTHORITY

#### EXHIBIT "B"

# DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT [SEE ATTACHED]

# EXHIBIT "C"

# FORM OF REQUISITION

RE:	\$1,124,189 Loan Agreement by and between the City of Truth or Consequences, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").
TO:	BOKF, NA c/o New Mexico Finance Authority PPRF@nmfa.net
Conse	are hereby authorized to disburse from the Program Account – City of Truth or quences, New Mexico (2020 Refunding Loan), with regard to the above-referenced Loan ment the following:
LOAN	NO.: PPRF-5198 CLOSING DATE: September 18, 2020
REQU	JISITION NUMBER:
NAM	E AND ADDRESS OF PAYEE:
AMO	UNT OF PAYMENT: \$
PURP	OSE OF PAYMENT:
payab	obligation, item of cost or expense mentioned herein is for costs of the Project, is due and le, has not been the subject of any previous requisition and is a proper charge against the am Account – City of Truth or Consequences, New Mexico (2020 Refunding Loan).
true ai	presentations contained in the Loan Agreement and the related closing documents remained correct and the City of Truth or Consequences, New Mexico, is not in breach of any of venants contained therein.
City o	is the final requisition, payment of costs of the Project is complete or, if not complete, the f Truth or Consequences, New Mexico, shall, and understands its obligation to, complete ancing of the Project from other legally available funds.
Capita	lized terms used herein, are used as defined or used in the Loan Agreement.
DATE	By:  Authorized Officer of Borrower  Title:  Print Name and Title

#### EXHIBIT "D"

#### CERTIFICATE OF COMPLETION

RE: \$1,124,189 Loan Agreement by and between the City of Truth or Consequences, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: New Mexico Finance Authority

PPRF@nmfa.net

Susen Ellis

Vice President, Corporate Trust BOKF, NA 100 Sun Avenue NE, Suite 500 Albuquerque, New Mexico 87109

LOAN NO.: PPRF-5198 CLOSING DATE: September 18, 2020

In accordance with Section 6.3 of the Loan Agreement, the undersigned states, to the best of his or her knowledge, that the financing of the Project has been completed and accepted by the Governmental Unit, and all costs have been paid as of the date of this Certificate. Notwithstanding the foregoing, this certification is given without prejudice to any rights against third parties which exist at the date of this Certificate or which may subsequently come into being.

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

DATED:	By:	Authorized Officer of Governmental Unit
	Title:	Print Name and Title

#### **INTERCEPT AGREEMENT**

This INTERCEPT AGREEMENT is made and entered into September 18, 2020, by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the "State") under the laws of the State and the CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the "Governmental Unit").

#### WITNESSETH:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as the refunding of Finance Authority Loan No. PPRF-2367 for the Governmental Unit; and

WHEREAS, pursuant to Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, and Sections 3-31-1 through 3-31-12, NMSA 1978, as amended (collectively, the "Act"), the Finance Authority and the Governmental Unit are authorized to enter into agreements to facilitate the financing of the Project as described in the Loan Agreement by and between the Finance Authority and the Governmental Unit of even date herewith (the "Loan Agreement"); and

WHEREAS, the Governmental Unit desires to finance the Project and such financing is permitted under the Act; and

WHEREAS, the Finance Authority has established its Loan Program (the "Program") funded by its public project revolving fund (as defined in the Act) for the financing and refinancing of infrastructure and equipment projects upon the execution of the Loan Agreement and the assignment of loan agreements to a trustee (the "Trustee"); and

WHEREAS, the Governmental Unit desires to borrow \$1,024,189 from the Program for the purpose of financing the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement; and

WHEREAS, the Act confers upon the Finance Authority the authority to loan funds to the Governmental Unit to finance the Project, and Sections 7-1-6.12 and 7-1-6.15, NMSA 1978, as amended, authorize the Governmental Unit to direct that its distribution of a one-quarter of one percent (.25%) increment of Municipal Receipts Tax Revenues (the "Pledged Revenues") from the State Taxation and Revenue Department (the "Distributing State Agency") be paid to the Finance Authority or its assignee, to secure payments under the Loan Agreement.

#### NOW THEREFORE, the parties hereto agree:

Unless otherwise defined in this Intercept Agreement and except where the context by clear implication otherwise requires, capitalized terms used in this Intercept Agreement shall have for all purposes of this Intercept Agreement the meanings assigned thereto in the Loan Agreement and the Indenture, as defined in the Loan Agreement.

Section 1. <u>Authorization to the Finance Authority</u>. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$1,024,189 to finance the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan and all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as <u>Exhibit "A"</u> (the "Intercept Schedule").

This Intercept Agreement shall be deemed a written certification, authorization and request by the Governmental Unit to the Distributing State Agency to pay to the Finance Authority, on behalf of the Governmental Unit, sums shown on the Intercept Schedule from distributions of the Pledged Revenues pursuant to Sections 7-1-6.12 and 7-1-6.15, NMSA 1978, as amended, to insure compliance with the Loan Agreement and repayment of the Loan. Upon written notice to the Distributing State Agency from the Finance Authority, the amount of the Pledged Revenues to be paid to the Finance Authority shall be increased from the amounts shown on Exhibit "A" to defray any delinquencies in the Finance Authority Debt Service Account or Loan Agreement Reserve Account, if any, established for the Governmental Unit. Any accumulation of the Pledged Revenues in an amount in excess of the next Loan Agreement Payment and the Loan Agreement Reserve Requirement, if any, shall be redirected by the Finance Authority to the benefit of the Governmental Unit on a timely basis as provided in Section 5.2 of the Loan Agreement.

To the extent applicable and to the extent that the Pledged Revenues are insufficient to meet the debt service requirements due on the Loan and other Parity Obligations (as defined in the Loan Agreement) now or hereafter issued or incurred, the amounts intercepted under this Intercept Agreement shall be applied to allow partial payment on a pro-rata basis of the debt service due and owing on the Loan Agreement and other Parity Obligations.

Section 2. <u>Term; Amendments</u>. This Intercept Agreement will remain in full force and effect from its effective date as herein provided until such time as the Loan made pursuant to the Loan Agreement and this Intercept Agreement have been paid in full. Nothing herein shall be deemed in any way to limit or restrict the Governmental Unit from issuing its own obligations, providing its own program or participating in any other program for the financing of public projects which the Governmental Unit may

choose to finance. This Intercept Agreement may be amended only by written instrument signed by the parties hereto.

- Section 3. <u>Authorization</u>. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Ordinance No. 716, passed and adopted on August 12, 2020 by the Governing Body of the Governmental Unit, which Ordinance is in full force and effect on the date hereof.
- Section 4. <u>Severability of Invalid Provisions</u>. If any one or more of the provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.
- Section 5. <u>Counterparts</u>. This Intercept 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 6. <u>Further Authorization</u>. The Governmental Unit agrees that the Finance Authority shall do all things necessary or convenient to the implementation of the Program to facilitate the Loan to the Governmental Unit.
- Section 7. <u>Effective Date</u>. This Intercept Agreement shall take effect on the Closing Date of the Loan.
- Section 8. <u>Initial Intercept Date</u>. As indicated on the Intercept Schedule, the first distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit distributed in November, 2020.
- Section 9. <u>Final Intercept Date</u>. Once the Loan has been fully paid off and satisfied, Finance Authority shall provide written notice to the Distributing State Agency to discontinue the interception of the Governmental Unit's Pledged Revenues.

[Remainder of page left intentionally blank]

[Signature page follows]

IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

	NEW MEXICO FINANCE AUTHORITY
	By: Marquita D. Russel, Chief Executive Officer
	CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
	By:Sandra Whitehead, Mayor
(SEAL)	
Attest:	
By:Angela Torres, City Clerk-Treas	surer
Acknowledged:	
By: State Taxation and Revenue Dep	partment
Date:	
5483978	

# EXHIBIT "A"

### INTERCEPT SCHEDULE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO PPRF-5198

Payment Dates	Pledged Revenues	Amount
Monthly, beginning November, 2020 through April, 2021	The revenues from the County Local Option Gross Receipts Tax imposed by the Governmental Unit Ordinance passed and approved by the Governmental Unit pursuant to the	\$12,508.90
May, 2021 through April, 2030	Act on January 22, 1979, with an effective date of January 1, 1980, which imposes a Municipal Local Option Gross Receipts Tax in the amount of one-quarter of one percent (.25%) of the gross receipts of all persons engaging in business within the Governmental Unit (the "Tax Ordinance"). The Tax Ordinance originally imposed what was known as the first increment of Municipal Local Option Gross Receipts Tax. Pursuant to Laws 2019, Chapter 274, the County Local Option Gross Receipts Tax imposed by the Tax Ordinance is no longer identifiable as the first increment and instead comprises one-quarter of one percent (.25%) of the maximum rate of municipal gross receipts tax that may be imposed under NMSA 1978, Section 7-19D-9 of two and one-half percent (2.5%).	\$10,096.83

# \$1,124,189 TRUTH OR CONSEQUENCES, NEW MEXICO NEW MEXICO FINANCE AUTHORITY PUBLIC PROJECT REVOLVING FUND REFUNDING LOAN Loan No. PPRF-5198

Closing Date: September 18, 2020

# TRANSCRIPT OF PROCEEDINGS INDEX

- 1. Open Meeting Act Resolution No. 01 20/21 adopted July 8, 2020
- 2. Ordinance No. 716, adopted August 12, 2020, Agenda, and the Affidavits of Publication of the Notice of Intent to Adopt Ordinance and Notice of Adoption of Ordinance in the *Sierra County Sentinel*
- 3. Notice of Redemption of Loan No. PPRF-2367 to Finance Authority and Trustee
- 4. Correspondence related to Department of Finance and Administration Approval of Refunding
- 5. Loan Agreement
- 6. Intercept Agreement
- 7. General and No Litigation Certificate
- 8. Arbitrage and Tax Certificate with Form 8038-G and evidence of filing and Finance Authority Tax Representations Certificate
- 9. Delivery, Deposit and Cross-Receipt Certificate
- 10. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan Counsel to the Finance Authority
- 11. Finance Authority Application and Project Approval (informational only)

#### TRANSCRIPT DISTRIBUTION LIST

Truth or Consequences, New Mexico
New Mexico Finance Authority
BOKF, NA
Sutin, Thayer & Browne A Professional Corporation
Jaime Rubin, Esq.

#### \$1,124,189 CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO NEW MEXICO FINANCE AUTHORITY LOAN

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

IT IS HEREBY CERTIFIED by the undersigned, the duly elected and chosen, Mayor, City Manager and City Clerk-Treasurer and Attorney for the City of Truth or Consequences, New Mexico (the "Governmental Unit") in Sierra County, and the State of New Mexico (the "State") (provided, that the Attorney for the Governmental Unit is certifying only as to Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 24 and 25 hereof):

Capitalized terms used in this Certificate have the same meaning as defined in Governmental Unit Ordinance No. 716 adopted on August 12, 2020 (the "Ordinance") unless otherwise defined in this Certificate or the context requires otherwise.

- 1. The Governmental Unit is a political subdivision of the State and is duly organized and validly existing under and pursuant to the laws of the State, its full name being "Truth or Consequences."
  - 2. The Governmental Unit was incorporated in the year 1916.
- 3. From at least April 30, 2019 (except as otherwise noted), to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Governmental Unit:

Mayor/Chairman: Sandra Whitehead

Mayor Pro-Tem: Brendan Tolley

Commissioners: Randall Aragon

Paul Baca

Amanda Forrister

City Manager: Morris Madrid

Attorney: Jaime (Jay) Rubin

City Clerk-Treasurer: Angela Torres

4. The population of the Governmental Unit's jurisdictional and service area is not less than seventy-five percent (75%) English speaking and is less than twenty-five percent (25%) Spanish speaking.

- 5. There is no reason within our knowledge, after due inquiry with respect thereto, why the Governmental Unit may not enter into the Loan Agreement and Intercept Agreement with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Ordinance.
- 6. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement and the Intercept Agreement. The Loan Agreement and the Intercept Agreement have been duly authorized, executed and delivered by the Governmental Unit.
- 7. The Ordinance 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 Ordinance. The Ordinance constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement and the Intercept Agreement. No referendum petition has been filed with respect to the Ordinance under the provisions of the laws, bylaws or regulations or charter of the Governmental Unit and the laws of the Governmental Unit or the State.
- 8. No event will result from the execution and delivery of the Loan Agreement or the Intercept Agreement that constitutes a default or an event of default under any of the Loan Agreement, the Intercept Agreement or the Ordinance, and no event of default and no default under the Loan Agreement, the Intercept Agreement or the Ordinance has occurred and is continuing on the date of this Certificate.
- 9. The Governmental Unit has duly authorized and approved the consummation by it of all transactions and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement and the Intercept Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Ordinance, the Loan Agreement and the Intercept Agreement.
- 10. A. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement and the Intercept Agreement or to any of the actions required to be taken by the Ordinance, the Loan Agreement or the Intercept Agreement on or prior to the date of this Certificate have been obtained and are in full force and effect; and
- B. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project have been obtained and are in full force and effect.
- 11. None of the following does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound:
  - A. The Governmental Unit's adoption of the Ordinance; or

- B. Any action contemplated by or pursuant to the Ordinance, the Loan Agreement or the Intercept Agreement.
- 12. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Governmental Unit or the Pledged Revenues since the date of the Ordinance.
- 13. To the best of our knowledge and belief, after due inquiry with respect thereto, none of the events of default referred to in Article X of the Loan Agreement has occurred.
- 14. Subsequent to the adoption of the Ordinance, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement except as set forth in the Term Sheet attached as Exhibit "A" to the Loan Agreement.
- 15. The Loan Agreement prohibits the Governmental Unit from issuing any bonds or other obligations with a lien on Pledged Revenues senior to the lien thereon of the Loan Agreement on the Pledged Revenues. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues on a parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement.
- 16. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to the Governmental Unit's knowledge is there any basis therefor, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, premium, if any, and interest on the Loan Agreement, or in any way materially adversely affecting or questioning: (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its public projects revolving fund loan program; (c) the validity or enforceability of the Loan Agreement, the Intercept Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement, the Intercept Agreement or the Ordinance; (d) the execution and delivery of the Loan Agreement or the Intercept Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement, the Intercept Agreement or the Ordinance.
- 17. The Governmental Unit has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Governmental Unit contained in the Loan Agreement, the Intercept Agreement and in the Ordinance are true and correct as of the date hereof.
- 18. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest except that no

representation is made with respect to industrial revenue bonds or conduit bonds payable solely from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

- 19. To the best of our knowledge and belief, neither the Mayor, City Manager, City Clerk-Treasurer, any member of the Governing Body, nor any other officer, employee or other agent of the Governmental Unit is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.
- 20. Regular meetings of the Governing Body have been held in the Commission Chambers, 405 W. 3<sup>rd</sup> Street, Truth or Consequences, New Mexico 87901, the principal meeting place of the Governing Body.
- 21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Ordinance or other action taken by the Governing Body in connection with the Loan Agreement. Open Meetings Act Resolution No. 01 20/21, as adopted and approved by the Governing Body on July 8, 2020, establishes notice standards as required by Sections 10-15-1 through 10-15-4, NMSA 1978. Open Meetings Act Resolution No. 01 20/21 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement, the Intercept Agreement and the Ordinance was taken at meetings held in compliance with Open Meetings Act Resolution No. 01 20/21.
- 22. The Sierra County Sentinel is a legal newspaper which maintains an office and is of general circulation in the Governmental Unit's jurisdictional and service area.
- 23. The Pledged Revenues from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.
- 24. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.
- 25. The Mayor, City Manager and City Clerk-Treasurer, on the date of the signing of the Loan Agreement and the Intercept Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreement.
- 26. The Governmental Unit understands that Sutin, Thayer & Browne A Professional Corporation represents the Finance Authority in this Loan and the Governmental Unit has had the opportunity to consult other counsel in connection with the Loan.
  - 27. This Certificate is for the benefit of the Finance Authority.
  - 28. This Certificate may be executed in counterparts.

[Signature page follows]

2020.	WITNESS our hands and the seal of the Governmental Unit this 18 <sup>th</sup> day of September,
	TRUTH OR CONSEQUENCES, NEW MEXICO
	BySandra Whitehead, Mayor
	By Angela Torres, City Clerk-Treasurer
	By Morris Madrid, City Manager
[SEAL	
APPR	OVED:
approv	Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 24 and 25 are ed and confirmed.
	Jaime (Jay) Rubin, Attorney for the City of Truth or Consequences, New Mexico
5484003	

#### \$1,124,189 CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO NEW MEXICO FINANCE AUTHORITY LOAN

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

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor, City Manager and City Clerk-Treasurer of the City of Truth or Consequences, New Mexico (the "Governmental Unit"):

- 1. On the date of this Certificate, the Governmental Unit executed and delivered, or caused to be executed and delivered, a Loan Agreement between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of \$1,124,189, to the Finance Authority (the "Loan Agreement"), as authorized by Governmental Unit Ordinance No. 716 (the "Ordinance") adopted on August 12, 2020, relating to the execution and delivery of the Loan Agreement. The undersigned have received \$1,124,189 as proceeds from the Loan Agreement, being the full purchase price therefore. The Governmental Unit shall contribute \$156,410.54 from the debt service reserve fund and \$62,377.73 from the debt service account and cash for refunded loan No. PPRF-2367.
- 2. The proceeds of the Loan Agreement will be placed in the funds and accounts created for the deposit of such moneys under the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, each by and between the Finance Authority and the BOKF, NA, as Trustee and its successors and assigns, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture, as follows:

Governmental Unit's Account in the Program Fund:	\$1,230,558.18
Deposit to Finance Authority Debt Service Reserve Account:	\$ 112,418.90
Deposit to Finance Authority Debt Service Account:	\$ 0.19
Total:	\$1,342,977.27

3. The proceeds of the Loan Agreement will be available to the Governmental Unit upon submittal of a Requisition Form to the Finance Authority in the form attached to the Loan Agreement as Exhibit "C" and will be used as set forth in the Resolution and the Loan Agreement.

# WITNESS our hands this September 18, 2020.

# TRUTH OR CONSEQUENCES, NEW MEXICO

By	
	Sandra Whitehead, Mayor
	·
By	
•	Angela Torres, City Clerk-Treasurer
	•
By	
,	Morris Madrid, City Manager

[SEAL]

5484000

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, New Mexico, the Loan Agreement.

NEW	MEXICO	FINANCE	AUT	HORITY	

Ву	
	Marquita D. Russel, Chief Executive Officer

# 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 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 505-888-6565

150 WASHINGTON AVE, SUITE 210 SANTA FE, NEW MEXICO 87501 POST OFFICE BOX 2187 SANTA FE, NEW MEXICO 87504 505-988-5521 FAX 505-982-5297

WWW.SUTINFIRM.COM

September 18, 2020

New Mexico Finance Authority 207 Shelby St. Santa Fe, NM 87501

City of Truth or Consequences Truth or Consequences, New Mexico

> \$1,124,189 New Mexico Finance Authority Loan to City of Truth or Consequences (PPRF-4968)

#### Ladies and Gentlemen:

We have acted as Loan Counsel to the New Mexico Finance Authority (the "Finance Authority") in connection with the \$1,124,189 Loan Agreement (the "Loan Agreement") between the City of Truth or Consequences, New Mexico (the "Governmental Unit") and the Finance Authority. The Loan Agreement is executed and delivered by the Governmental Unit pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and the Governmental Unit's Ordinance No. 716, adopted on August 12, 2020 (the "Ordinance"). The Loan Agreement has been executed and delivered to provide funds to refund Finance Authority Loan No. PPRF-2367 and to fund the Loan Agreement Reserve Account, as described in the Loan Agreement.

We have examined the Loan Agreement, Intercept Agreement, Ordinance and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to all questions of fact material to the opinions set forth herein, we have relied upon representations of the Governmental Unit contained in the Ordinance and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made by the Governmental Unit's legal counsel in the certified proceedings.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of

# SUTIN THAYER BROWNE A PROFESSIONAL CORPORATION LAWYERS

September 18,2020 Page 2

judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

- 1. The Ordinance creates a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates the pledge of the net revenues of the Governmental Unit's one-quarter of one percent (.25%) increment of Municipal Gross Receipts Tax Revenues (the "Pledged Revenues") which it purports to create.
- 2. The Loan Agreement is a valid and binding special limited obligation of the Governmental Unit, enforceable in accordance with its terms and provisions and the terms and provisions of the Ordinance.
- 3. The Loan Agreement is a valid and binding special limited obligation of the Finance Authority, enforceable against the Finance Authority in accordance with its terms and provisions.
- 4. The Loan Agreement is payable solely from, and such payment is secured by a valid and binding first lien (but not an exclusive first lien) on the Pledged Revenues and on a parity with the lien thereon of other outstanding obligations secured by a first lien on the Pledged Revenues as set forth in the Loan Agreement. The Finance Authority has no right to have taxes levied by the Governmental Unit for the payment of principal of or interest on the Loan Agreement and the Loan Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Governmental Unit.
- 5. Assuming continuing compliance by the Finance Authority and the Governmental Unit with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), with the covenants of the Governmental Unit regarding the use, expenditure and investment of Loan Agreement proceeds and assuming the accuracy of certain representations of the Finance Authority and the Governmental Unit, interest on the Loan Agreement is excludable from gross income of the owners of the Loan Agreement for purposes of federal income taxation. Failure of the Governmental Unit to comply with its covenants and with the requirements of the Code may cause interest on the Loan Agreement to become includable in gross income for federal income tax purposes retroactive to the date of the Loan Agreement.
- 6. Interest on the Loan Agreement is excluded from net income of the owners thereof for State of New Mexico income tax purposes.
- 7. The Loan Agreement may be pledged as an "Additional Pledged Loan" or as a "Loan" under the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and BOKF, NA, as successor trustee (the "Trustee"), or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a pledge notification or supplemental indenture.

# SUTIN THAYER BROWNE A PROFESSIONAL CORPORATION LAWYERS

September 18,2020 Page 3

We express no opinion with respect to the provisions of the Loan Agreement and the Ordinance with respect to indemnification, provisions requiring that amendments be in writing or payment of attorneys' fees. Other than as described in this opinion, we have not addressed nor are we opining on the tax consequences to any person of the investment in, or the receipt of interest on, the Loan Agreement.

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 and the federal laws of the United States of America. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Finance Authority and the Governmental Unit with the requirements of the Code.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

SUTIN, THAYER & BROWNE A Professional Corporation

5484006

#### August 13, 2020

New Mexico Finance Authority 207 Shelby Street Santa Fe, New Mexico 87501 (ggaylord@nmfa.net)

BOKF, NA 100 Sun Avenue NE, Suite 500 Albuquerque, New Mexico 87109 (sellis@bankofalbuquerque.com)

Loan No. PPRF-2367

Ladies and Gentlemen:

This is to confirm that on September 18, 2020, with the proceeds of Loan No. PPRF-5198 from the New Mexico Finance Authority (the "Finance Authority"), the City of Truth or Consequences, New Mexico intends to pay off its Loan No. PPRF-2367 from the Finance Authority in the outstanding principal amount of \$1,211,988, plus accrued interest and administrative fees due on that date. The City would like to use the current debt service and debt service reserve account balances towards the payoff amount.

Very truly yours,

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

By		
	Morris Madrid, City Manager	

cc: Suzanne Wood Bruckner, Esq. (swb@sutinfirm.com)

5483984

#### [on City letterhead]

#### August 13, 2020

State of New Mexico
Department of Finance and Administration
180 Bataan Memorial Building
Santa Fe, New Mexico 87501

Attention: Brenda Suazo-Giles, LGD Budget and Finance Bureau Chief

Via Email at: <u>brendal.suazo-giles@state.nm.us</u>

Re: City of Truth or Consequences, New Mexico Refunding Loan from New Mexico

Finance Authority, Loan No. PPRF-5198

#### Ladies and Gentlemen:

The City of Truth or Consequences, New Mexico ("City") seeks the approval of the New Mexico Department of Finance and Administration pursuant to Section 3-31-9(E), NMSA 1978, as amended. The City has negotiated with the New Mexico Finance Authority (the "Finance Authority") for the refunding of its \$2,046,949 Loan No. PPRF-2367 dated November 20, 2009, in the outstanding refundable principal amount of \$1,211,988, using a new loan from the Finance Authority (the "Loan").

The refunding will capitalize on current low interest rates to create economic savings for the City and contribute to future cash flow relief. The City expects to have a net present value saving of approximately \$224,566.51 by doing the refunding. Enclosed is a Financing Plan from the Finance Authority evidencing these savings. Note that the City is not incurring fees for outside bond counsel or for a financial advisor.

The City hereby certifies that it will comply with all provisions of Section 3-31-1 through 3-31-12, NMSA 1978, as amended. The City expects that Sutin, Thayer & Browne A Professional Corporation, counsel to the Finance Authority, will deliver its bond counsel opinion that the Ordinance adopted by the City on August 12, 2020 (copy attached), and the Loan Agreement (copy attached) between the City and the Finance Authority to be executed in connection with the Loan are valid and binding special, limited obligations of the City.

Please contact the undersigned at 575-894-6690 if you have questions or require any further information in connection with this request for approval. Closing of the Loan is scheduled for

September 18, 2020, and we would appreciate receiving your response by September 10, 2020, if possible. Thank you.

Very truly yours,
CITY OF TRUTH OR CONSEQUENCES NEW MEXICO
By Morris Madrid, City Manager

Enclosures (Hard copy with tabs and electronic copy) 5483981

cc w/enc:

Local Government Division of the Department of Finance & Administration

Attention: Secretary Donnie Quintana (<u>Donnie.Quintana@state.nm.us</u>)

New Mexico Finance Authority

Attention: Ron Cruz (<u>rcruz@nmfa.net</u>)
Sutin, Thayer & Browne A Professional Corporation

Attention: Suzanne Wood Bruckner, Esq. (swb@sutinfirm.com)

#### INDEX TO ATTACHMENTS

- 1. Financing Plan
- 2. Form of Ordinance No. 716 adopted by the City on August 12, 2020 authorizing the Loan
- 3. Draft Loan Agreement
- 4. Certification of the City RE Statutory Compliance (contained in cover letter)

#### [on City letterhead]

#### August 13, 2020

State of New Mexico
Department of Finance and Administration
180 Bataan Memorial Building
Santa Fe, New Mexico 87501

Attention: Brenda Suazo-Giles, LGD Budget and Finance Bureau Chief

Via Email at: <u>brendal.suazo-giles@state.nm.us</u>

Re: City of Truth or Consequences, New Mexico Refunding Loan from New Mexico

Finance Authority, Loan No. PPRF-5198

#### Ladies and Gentlemen:

The City of Truth or Consequences, New Mexico ("City") seeks the approval of the New Mexico Department of Finance and Administration pursuant to Section 3-31-9(E), NMSA 1978, as amended. The City has negotiated with the New Mexico Finance Authority (the "Finance Authority") for the refunding of its \$2,046,949 Loan No. PPRF-2367 dated November 20, 2009, in the outstanding refundable principal amount of \$1,211,988, using a new loan from the Finance Authority (the "Loan").

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The City hereby certifies that it will comply with all provisions of Section 3-31-1 through 3-31-12, NMSA 1978, as amended. The City expects that Sutin, Thayer & Browne A Professional Corporation, counsel to the Finance Authority, will deliver its bond counsel opinion that the Ordinance adopted by the City on August 12, 2020 (copy attached), and the Loan Agreement (copy attached) between the City and the Finance Authority to be executed in connection with the Loan are valid and binding special, limited obligations of the City.

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September 18, 2020, and we would appreciate receiving your response by September 10, 2020, if possible. Thank you.

Very truly yours,

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

By\_\_\_\_\_ Morris Madrid, City Manager

Enclosures (Hard copy with tabs and electronic copy) 5483981

cc w/enc:

Local Government Division of the Department of Finance & Administration

Attention: Secretary Donnie Quintana (<u>Donnie.Quintana@state.nm.us</u>)

New Mexico Finance Authority

Attention: Ron Cruz (<u>rcruz@nmfa.net</u>)
Sutin, Thayer & Browne A Professional Corporation

Attention: Suzanne Wood Bruckner, Esq. (swb@sutinfirm.com)

#### **INDEX TO ATTACHMENTS**

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- 4. Certification of the City RE Statutory Compliance (contained in cover letter)

### **Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e) (Rev. September 2018)

► See separate instructions.

Department of the Treasury Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC. ▶ Go to www.irs.gov/F8038G for instructions and the latest information. OMB No. 1545-0720

Part	Reporting Auth	ority			If Amend	ad Dat		an anthum in a	
1 1:	ssuer's name				2 Issue				
City of Truth or Consequences, New Mexico									
3a N	Name of person (other than issu	er) with whom the IRS may communicate	te about this return (see in	nstructions)	3b Telep			Owner of Death	
4 1	Number and street (or P.O. box i	if mail is not delivered to street address	)	Room/suite	5 Repor	t number	(For IF	RS Use Only)	
505 Sid	ms Street							3	
6 (	City, town, or post office, state,	and ZIP.code			7 Date o	f issue			
Truth o	or Consequences, New Me	exico				09	9/18/2	020	
8 1	Name of issue		-		9 CUSIP	)			
New M	lexico Finance Authority R	efunding Loan					n/a		
	Name and title of officer or other nstructions)	r employee of the issuer whom the IRS	may call for more informa	tion (see		one num yee shov		officer or other 0a	
Morris	Madrid, City Manager					579	5-894-	6673	
Part		enter the issue price). See t	the instructions and	attach sc	hedule.			-	
11						. 1	11	Ī	
12						: t	12		
13						. t	13		
14						. t	14		
15	Environment (including	sewage bonds)				. t	15		
16						. t	16		
17	Utilities					. 1	17		
18	Other. Describe ▶ Refu	unding				_	18	1,124,189	00
19a	If bonds are TANs or RA	ANs, check only box 19a			•				1 4 -
ь		ck only box 19b							
20	If bonds are in the form	of a lease or installment sale,	check box		▶				
Part		Bonds. Complete for the en				led.			
	(a) Final maturity date	(b) Issue price	(c) Stated redempt price at maturity		(d) Weighted average maturi		(e) Yield		
21	05/01/2030	\$ 1,,24,189	\$ 1,	124,189	5.3366	/ears		0.687	0%
Part	<b>Uses of Procee</b>	ds of Bond Issue (includin	g underwriters' o	liscount	)				
22	Proceeds used for accr	ued interest				. 1	22		
23	Issue price of entire issu	ue (enter amount from line 21, o	column (b))				23	1,124,189	00
24	Proceeds used for bond	d issuance costs (including und	derwriters' discount)	24			The		
25	Proceeds used for cred	lit enhancement		. 25					
26	Proceeds allocated to re	easonably required reserve or i	replacement fund	. 26	112,418	90			
27	Proceeds used to refun	d prior tax-exempt bonds. Cor	nplete Part V	. 27	1,011,769	91			
28	Proceeds used to refun	d prior taxable bonds. Comple	te Part V	. 28			1		
29	Total (add lines 24 throu	ugh 28)					29	1,124,188	81
30	Nonrefunding proceeds	of the issue (subtract line 29 f	rom line 23 and ente	er amount	here)	. [	30		19
Part	V Description of I	Refunded Bonds. Complete	e this part only for	refundin	g bonds.				
31	Enter the remaining wei	ghted average maturity of the	tax-exempt bonds to	o be refur	ided	<b></b>		5.4400 year	re
32	Enter the remaining wei	ighted average maturity of the	taxable bonds to be	refunded					
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)					09/18/2020			
34	Enter the date(s) the ref	unded bonds were issued ► (N	/M/DD/YYYY)		11/	20/2009			
For Pa	aperwork Reduction Ac	t Notice, see separate instru	ctions.	Cat. No. 6	3773S		Form (	<b>8038-G</b> (Rev. 9-	-2018)

4:10	VI Miscellaneous				
35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35			
6a		36a			
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY)	and the second	Т		
C	Enter the name of the GIC provider ▶				
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37			
8a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ □ and enter	the following info	mation:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY)				
C	Enter the EIN of the issuer of the master pool bond ▶	_			
d	Enter the name of the issuer of the master pool bond ▶	_			
9	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<b>▶</b> □		
0	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	1	<b>▶</b> □		
1a	If the issuer has identified a hedge, check here ▶ □ and enter the following information:				
b	Name of hedge provider ▶				
C	Type of hedge ▶				
d	Term of hedge ▶				
2	If the issuer has superintegrated the hedge, check box	1	<b>▶</b> □		
3	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box				
4	If the issuer has established written procedures to monitor the requirements of section 148, check box		▶ ቨ		
5a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ □ and enter the a		_		
	of reimbursement ▶				
b	Enter the date the official intent was adopted ► (MM/DD/YYYY)				
ign	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return process this return, to the person that I have authorized above.	the best of my knowler information, as necessary	edge sary to		
nd	produce the folder that I have added above.				

Date

Preparer's signature

Firm's name ► Sutin, Thayer & Browne A Professional Corporation

Firm's address ▶ 6100 Uptown Blvd NE, Suite 400, Albuquerque, NM 87110

Signature of issuer's authorized representative

Print/Type preparer's name

Suzanne Wood Bruckner

Paid

Preparer

Use Only

Form **8038-G** (Rev. 9-2018)

Check if PTIN self-employe

Type or print name and title

Firm's ElN ▶

Phone no.

Date

#### \$1,124,189 CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO	)	
SIERRA COUNTY	) ss.	ARBITRAGE AND TAX
	)	CERTIFICATE

On behalf of the City of Truth or Consequences, New Mexico (the "Governmental Unit"), and in connection with the Refunding Loan dated September 18, 2020 (the "Refunding Loan"), relating to the financing the cost of refunding the Governmental Unit's outstanding Loan No. PPRF-2367 from the Finance Authority dated November 20, 2009 outstanding in the principal amount of \$1,211,988 (the "Refunded Loan") (the "Project"), and evidencing the Governmental Unit's obligation in the aggregate principal amount of \$1,124,189, the Governmental Unit hereby certifies as follows:

Capitalized terms used in this Certificate have the same meanings as defined in Ordinance No. 716 adopted on August 12, 2020, unless otherwise defined in this Certificate or the context requires otherwise.

- 1. <u>The Project</u>. The Governmental Unit is entering into the Refunding Loan simultaneously with delivery of this Certificate. The Refunding Loan evidences the loan (the "Loan") made by the New Mexico Finance Authority (the "Finance Authority") to provide funds to pay the costs of financing the Project described in <u>Exhibit "A"</u> attached to the Refunding Loan and to pay certain costs incurred in connection with the execution and delivery of the Refunding Loan.
- 2. <u>Security for the Refunding Loan</u>. Debt service on the Refunding Loan will be secured by the pledged revenues described in <u>Exhibit "A"</u> attached to the Refunding Loan (the "Pledged Revenues") sufficient to pay debt service due in connection with the Loan, which Pledged Revenues have been pledged to the Finance Authority pursuant to the Refunding Loan.
- 3. <u>Finance Authority Public Project Revolving Fund Program</u>. The Governmental Unit acknowledges that the Finance Authority may assign and transfer the Refunding Loan to the BOKF, NA, as successor trustee (the "Trustee") pursuant to the Indenture, as defined in the Refunding Loan, and all Supplemental Indentures thereto, between the Finance Authority and the Trustee (collectively, the "Indenture"). Pursuant to the Indenture, the Refunding Loan may be pledged as an Additional Pledged Loan to the Trustee as additional security for the payment of amounts due on the Finance Authority's Public Project Revolving Fund Revenue Bonds outstanding at the time of such pledge.
- 4. <u>Sources and Uses of Loan Funds</u>. The Governmental Unit has received Loan proceeds from the public project revolving fund, as defined in the New Mexico Finance Authority Act, Sections 6-21-1, *et seq.*, NMSA 1978, as amended and supplemented, in the amount of \$1,124,189 from the Finance Authority (the "Proceeds"). The Proceeds do not exceed the amount reasonably necessary for the purposes for which the Refunding Loan was entered into.

5. Expenditure Expectations. The Governmental Unit reasonably expects that the \$1,011,769.91 of Proceeds deposited into the Governmental Unit's Program Account in the Program Fund together with other legally available funds and anticipated earnings from the investment of such Proceeds until they are spent, are expected to be expended within ninety (90) days of the date hereof.

The estimated total costs of the Project will not be less than \$1,011,769.91 plus investment earnings thereon during the acquisition period.

Proceeds in the amount of \$0.19 will be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 of the Refunding Loan.

- 6. <u>Investment of Proceeds</u>. Except for the investment of the Proceeds (i) in the Program Account established under the Indenture with respect to the Refunding Loan pending the payment of the costs of the Project, (ii) in the Refunding Loan Reserve Account established under the Indenture with respect to the Refunding Loan to be applied to prevent deficiencies in the payment of principal and interest on the Refunding Loan, and (iii) in the Finance Authority Debt Service Account established and administered by the Finance Authority pending the payment of debt service on the Refunding Loan, there will be no investment of the Proceeds.
- 7. <u>Bona Fide Debt Service Fund.</u> Debt service payments on the Refunding Loan will be paid from the Pledged Revenues of the Governmental Unit deposited to the Finance Authority Debt Service Account created with respect to the Refunding Loan. Because the Pledged Revenues of the Governmental Unit for any year will exceed debt service on the Refunding Loan, it is assumed that current debt service paid by the Governmental Unit for deposit in the Finance Authority Debt Service Account will be derived entirely from the current Pledged Revenues. The Finance Authority Debt Service Account will be depleted at least once a year except for an amount not to exceed the greater of the earnings on the Finance Authority Debt Service Account for the immediately preceding bond year or one-twelfth (1/12<sup>th</sup>) of debt service on the Loan for the immediately preceding bond year. The Governmental Unit has not created or established, nor does it expect to create or establish, any debt service fund, redemption fund, replacement fund, sinking fund or other similar fund which is reasonably expected to be used to pay principal or interest on the Refunding Loan or pledged therefor, except for the Finance Authority Debt Service Account and the Refunding Loan Reserve Account.
- 8. Reserve Account. Proceeds in the amount of \$112,418.90 will be deposited in the Governmental Unit's Refunding Loan Reserve Account in the Agreement Reserve Fund held by the Trustee under the Indenture, which amount does not exceed the least of (i) one hundred twenty-five percent (125%) of the average annual principal and interest requirements under the Refunding Loan; (ii) the maximum annual principal and interest requirements under the Refunding Loan, or (iii) ten percent (10%) of the Refunding Loan Principal Amount. Amounts held in the Governmental Unit's Refunding Loan Reserve Account may be applied to prevent deficiencies in the payment of principal and interest on the Refunding Loan resulting from a failure by the Governmental Unit to deposit into the Finance Authority Debt Service Account sufficient funds to pay debt service on the Refunding Loan.
- 9. <u>No Disposition of Original Project</u>. The Refunded Loan was entered into for the purpose of financing streets, alleys, sidewalks and curbs within the Governmental Unit (the "Original Project"). The undersigned reasonably expect that no part of the Original Project

financed with the proceeds of the Refunded Loan has been sold or otherwise disposed of, and reasonably expects that no part of the Original Project will be sold or otherwise disposed of, in whole or in part, during the term of the Refunding Loan.

- 10. General Tax Covenant. The Governmental Unit has covenanted in the Refunding Loan that no use will be made of the Proceeds, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148(b)) of the Refunding Loan, which use, if it had been reasonably expected on the date hereof, would have caused the Refunding Loan to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. The Governmental Unit has further obligated itself in the Refunding Loan to comply throughout the term of the Refunding Loan with the requirements of Sections 103 and 141 through 150 of the Code and regulations proposed or promulgated with respect thereto.
- 11. <u>Transferred Proceeds.</u> Approximately \$\_\_\_\_\_ of remaining proceeds of the Refunded Loan are expected to be expended by \_\_\_\_\_, and are considered "transferred proceeds" of the Refunded Loan.
- 12. <u>Use of Project</u>. The Original Project financed with the proceeds of the Refunded Loan has been used for the purposes intended for the life of the Refunded Loan and is expected to continue to be used for the purposes intended as long as the Refunding Loan is outstanding.
- 13. Private Business Use Limitations. None of the proceeds of the Refunded Loan nor the Proceeds of the Refunding Loan will be used by a private business or any entity other than a governmental unit or secured by payments from or property of a private business or any entity other than a governmental unit except pursuant to a management contract which conforms with Revenue Procedure 2017-13 of the United States Treasury. For purposes of the preceding sentence a governmental unit does not include the United States Government or any agency or instrumentality thereof.
- 14. <u>No Common Plan of Financing</u>. There are no other obligations which are being issued or sold at substantially the same time as the Refunding Loan pursuant to a common plan of financing with the Refunding Loan and that will be paid out of the Pledged Revenues or will have substantially the same claim to be paid out of the Pledged Revenues as the Refunding Loan.
- 15. <u>No Federal Guarantees</u>. The Loan is not federally guaranteed within the meaning of Section 149(b) of the Code.
- 16. <u>Information Filing</u>. Loan Counsel for the Finance Authority, on behalf of the Governmental Unit, will timely file the Form 8038-G with respect to the Refunding Loan attached hereto as <u>Exhibit "A"</u> with the Internal Revenue Service. The Finance Authority has verified certain information necessary to complete the Form 8038-G as shown on the Finance Authority Certificate attached hereto as <u>Exhibit "B"</u>.
- 17. <u>Hedge Bonds</u>. The Loan is not a hedge bond as defined in Section 149 of the Code.
- 18. <u>No Reimbursement</u>. None of the Proceeds will be used to reimburse the Governmental Unit for costs paid for the Project more than sixty (60) days prior to the date hereof.

- 19. <u>Refunding</u>. Proceeds of the Loan will be used to pay the costs of refunding, refinancing, discharging and redeeming the outstanding Refunded Loan on or about September 18, 2020.
- 20. <u>Economic Life of Refunding Loan and Refunded Loan</u>. The weighted average maturity of 5.3366 years of the Refunding Loan does not exceed 120% of the remaining reasonably expected economic life of the Original Project, which is at least ten (10) years. The remaining weighted average maturity of the Refunded Loan is 5.4400 years.
- 21. <u>Record Retention</u>. The Governmental Unit will manage and retain records related to the Loan as follows:
- A. Records will be retained for the life of the Loan, including any refunding loans related thereto, plus three (3) years. Records may be in the form of documents or electronic copies of documents, appropriately indexed to the Loan and compliance functions;
- B. Basic records relating to the Loan transaction, including transcript documents executed in connection with the issuance of the Loan (i.e., the authorizing documents, Form 8038-G, the tax certificate, and any elections made with respect to the Loan, if applicable), any amendments, and copies of rebate calculations and records of payments, including Forms 8038-T;
- C. Records pertaining to the use of Loan-financed facilities by public and private sources including copies of management agreements and research agreements;
- D. Records pertaining to expenditures of Loan proceeds including requisitions, appraisal and property purchase contracts, account statements, invoices, payment vouchers, and the final allocation of proceeds to expenditures;
  - E. Records pertaining to all sources of payment or security for the Loan; and
- F. Records pertaining to investments including guaranteed investment contract documents under the Treasury Regulations, records of purchase and sale of other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

[Signature page follows]

This certificate is being executed and delivered to establish the reasonable expectations of the Governmental Unit for purposes of Sections 103 and 141 through 148 of the Code, and the undersigned officers of the Governmental Unit are the officers of the Governmental Unit charged with the responsibility of entering into the Refunding Loan. The foregoing is based upon the reasonable expectations of the undersigned on the date hereof, and to the best of our knowledge, information and belief, the above expectations are reasonable.

Dated: September 18, 2020

	CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
[SEAL]	By:Sandra Whitehead, Mayor
	By: Morris Madrid, City Manager

5484023

#### EXHIBIT "B"

#### NEW MEXICO FINANCE AUTHORITY TAX REPRESENTATIONS CERTIFICATE

The undersigned hereby certifies as follows with respect to the \$1,124,189 Loan Agreement dated September 18, 2020 (the "Loan") from the New Mexico Finance Authority (the "Finance Authority") to the City of Truth or Consequences, New Mexico (the "Governmental Unit");

- 1. The Finance Authority is making the Loan for its own account (and not on behalf of another) in the principal amount of \$1,124,189 without accrued interest. The Finance Authority is not acting as an Underwriter with respect to the Loan. The Finance Authority has no present intention to sell, reoffer, or otherwise dispose of the Loan (or any portion of the Loan or any interest in the Loan). The Finance Authority has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Loan and the Finance Authority has not agreed with the Governmental Unit pursuant to a written agreement to sell the Loan to persons other than the Finance Authority, therefore the "issue price" of the Loan is \$1,124,189.
- 2. The Arbitrage Yield on the Loan, calculated in accordance with the applicable U.S. Treasury Regulations from interest to be paid on the Loan, is 0.6870%.
- 3. Funding the Loan Agreement Reserve Account with proceeds of the Loan in the amount of \$112,418 was required by the Finance Authority as a condition of making the Loan, and is, in the best judgment of the undersigned, reasonably required to provide the Loan at a reasonable interest rate for the Governmental Unit and is, in the best judgment of the undersigned, established at a level of funding comparable to that found for obligations of similar credit quality as the Loan which were issued or originated within the past year.
- 4. The Weighted Average Maturity of the Loan, calculated in accordance with the applicable U.S. Treasury Regulations, is 5.3366 years. The remaining Weighted Average Maturity of the loan being refunded is 5.4400 years.
- 5. The undersigned understands that the statements made herein will be relied upon by the Governmental Unit in its effort to complete the Information Return for Tax-Exempt Governmental Obligations (Form 8038-G), required to be filed for the Loan pursuant to the Internal Revenue Code of 1986, as amended, and with regard to establishing facts and circumstances relied on by the Governmental Unit and bond counsel in connection with the execution and delivery of the Loan and the exclusion of interest on the Loan from gross income for federal income tax purposes. Such reliance is hereby authorized and approved.

Dated this September 18, 2020.

By:
Marquita D. Russel, Chief Executive Officer

NEW MEXICO FINANCE AUTHORITY



☐ Approved

☐ Denied

File Name: CC Agendas 8-12-2020

# City of Truth or Consequences

# AGENDA REQUEST FORM

Agenda Item #: <u>G.1</u>

MEETING DATE: August 12, 2020

SUBJECT: Discussion/Action - Approve Resolution 07 20/21 Authorizing Acceptance of Colonias	
Infrastructure Fund Project No. 5192-Cif; Roads/Drainage Infrastructure, Road & Drainage Improvements fo	r
MSD Waterlines From New Mexico Finance Authority	
DEPARTMENT: Community Development	
DATE SUBMITTED: August 4, 2020	
SUBMITTED BY: Traci Alvarez	
WHO WILL PRESENT THE ITEM: Morris Madrid	
Summary/Background:	
City Commission 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. Award letter was	
received. Project will address road and drainage improvements to some of the streets that pertain to the	
USDA MSD project.	
Recommendation:	
Approve Resolution 07 20/21	
Attachments:	
• Resolution 07 20/21	
Award Letter	
Resolution 25 19/20	
• Resolution 25 19/20	
Fiscal Impact (Finance): Yes	
Click here to enter text.	
Legal Review (City Attorney): Choose an item.	
Click here to enter text.	
Approved For Submittal By: ☐ Department Director	
Reviewed by:   City Clerk   Finance   Legal   Other: Click here to enter text.	
Final Approval:   City Manager	
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN	
Resolution No. Click here to enter text. Ordinance No. Click here to enter text.	
Resolution No. Click here to enter text. Ordinance No. Click here to enter text.  Continued To: Click here to enter a date. Referred To: Click here to enter text.	

Other: Click here to enter text.



#### **RESOLUTION NO. 25 19/20**

# A RESOLUTION 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.

WHEREAS, the City of Truth or Consequences ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Colonias Infrastructure Act, Sections 6-30-1 through 6-30-8, NMSA 1978 ("Act"), and the City Commission ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

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

WHEREAS, the Governing Body intends to undertake planning, design, and construction for the Main Street Downtown Roadway & Drainage Improvements ("Project") for the benefit of the Governmental unit and its citizens; and

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

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, that the project type falls under Roads/Drainage and to undertake planning, design, and construction for the Main Street Downtown Roadway & Drainage Improvements Project. The financial assistance requested is in the amount of \$1,000,000, The City of Truth or Consequences is committed to 10% match (\$100,000) with local funds.

- Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.
- Section 2. That the submission of the application requesting funding from the Colonias Infrastructure Fund, be and the same is hereby approved and confirmed.
- Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

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

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

PASSED, APPROVED AND ADOPTED this 08th day of January/2020s

Sandra Whitehead, Mayor

Angela A. Torres, CMC, Interim City Clerk



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.

### 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.

City of Truth or Consequences July 21, 2020 Page 2

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, to confirm technical requirements for this project\*.

Please contact me at 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
Carol Kirkpatrick, Truth or Consequences, cjkirkpartick@torcnm.org
Morris Madrid, Truth or Consequences, mmadrid@torcnm.org
Mario Juarez-Infante, Wilson & Company, Mario.juarez-infante@wilsonco.com
Ashley Martinez, Wilson & Company, Ashley.martinez@wilsonco.com
Steven Deal, NMED-CPB, steven.deal@state.nm.us



### **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:	Sandra Whitehead, Mayor
Angela Torres, City Clerk	



Final Approval: ☐ City Manager

## City of Truth or Consequences

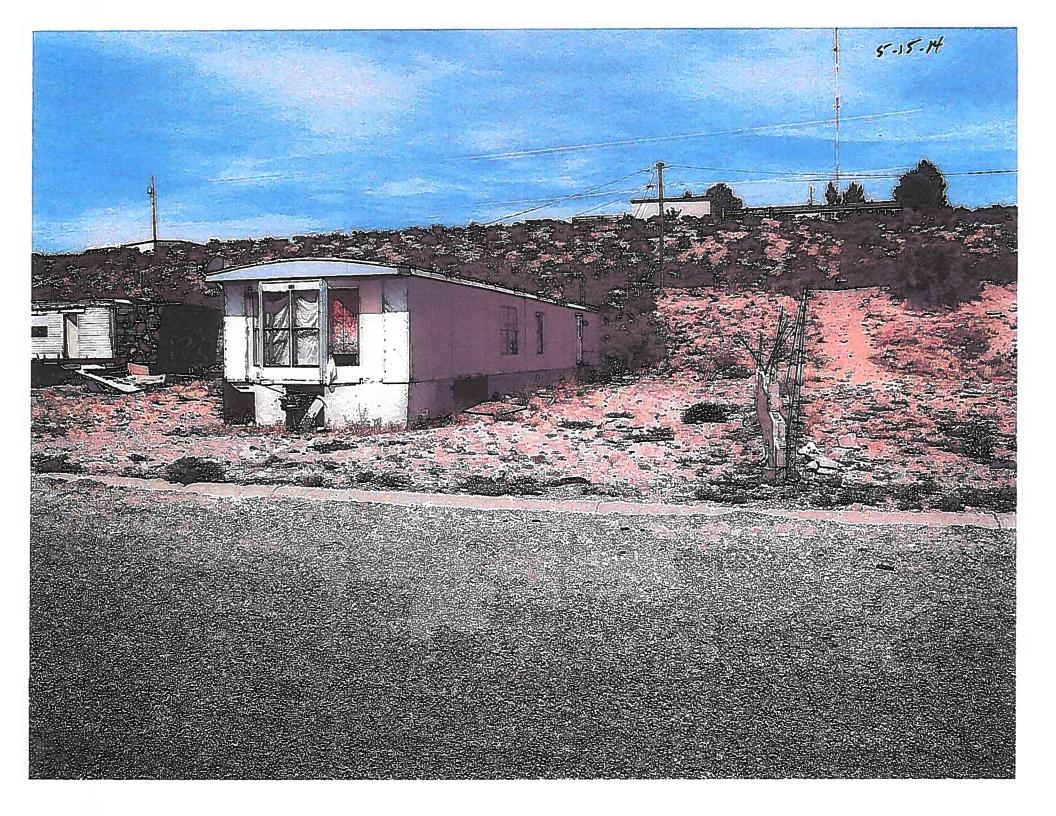
### **AGENDA REQUEST FORM**

MEETING DATE: August 12, 2020

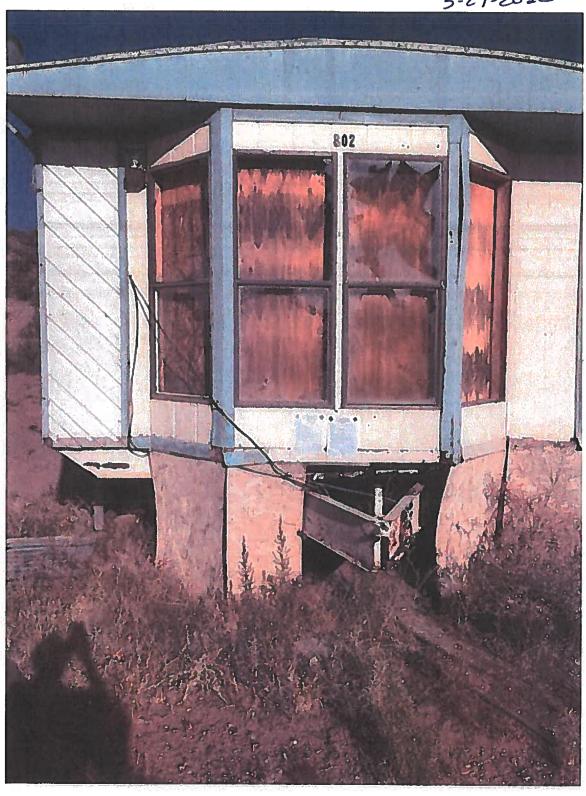
Agenda Item #: <u>G.2</u>

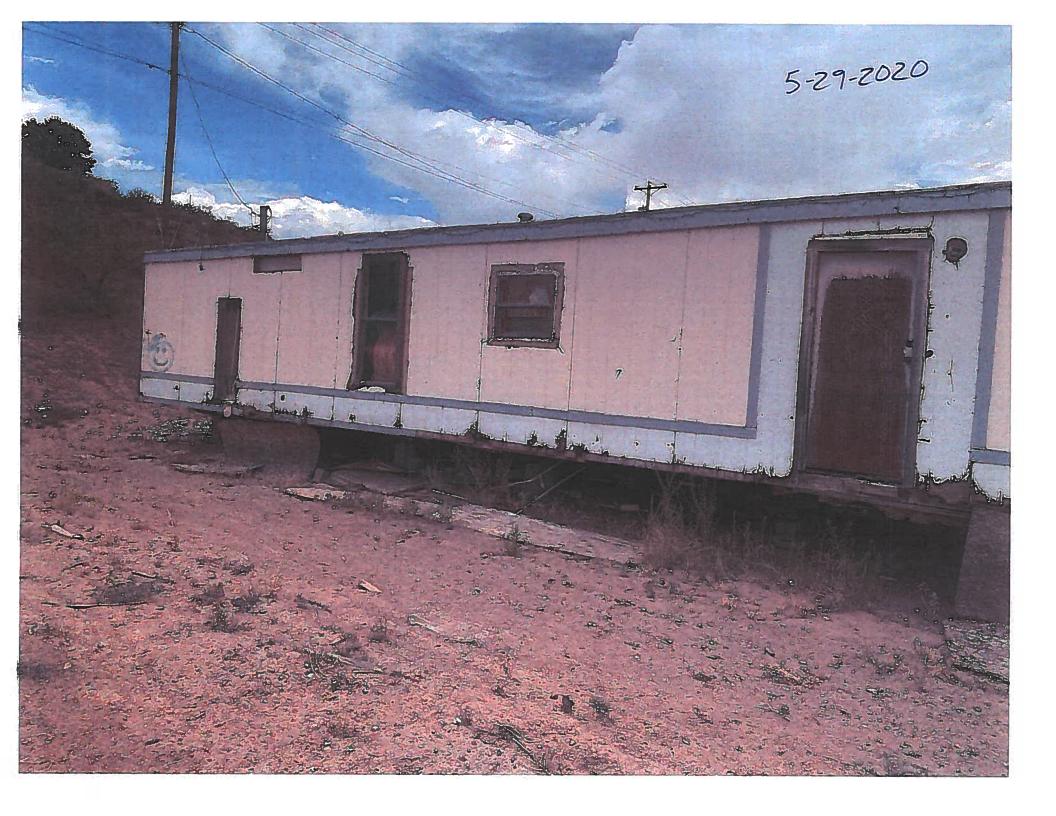
SUBJECT: A RES	SOLUTION FINDING THE PROPERTY AT 802 BOSQUE DRIVE, TRUTH OR CONSEQUENCES, NM,
TO BE A DANGE	ROUS AND UNSAFE STRUCTURE AND AUTHORIZING DEMOLITION.
DEPARTMENT:	Community Development
	ED: August 5, 2020
SUBMITTED BY:	,
WHO WILL PRES	SENT THE ITEM: Traci Alvarez
Summary/Back	ground:
demolished/rem nuisance and br unsecured or ab building or a pot 2/25/2013, 6/27 property posted	on:
Attachments:	
<ul><li>Pictures</li></ul>	
	Inspection Checklist
	n 8 20/21
Municipa	l Code -Chapter 4 Article IV - Sec. 4-226 thru 4-235 — Dangerous and Unsafe Structures;
Chapter 6 Article I s	6 – Article VI Sec. 6-71 thru 6-84– Weeds, Alleys, Junk, Trash and Refuse and Chapter 11 ect 11-9 Accumulation of refuse prohibited
Fiscal Impact (Fi Click here to enter	nance): Choose an item. text.
<b>egal Review (Ci</b> Click here to enter	ty Attorney): Yes text.
pproved For Su	bmittal By: ☐ Department Director
	☐ City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.
	- 307 Storm - Tribunice - Legal - Other, click field to effect text.



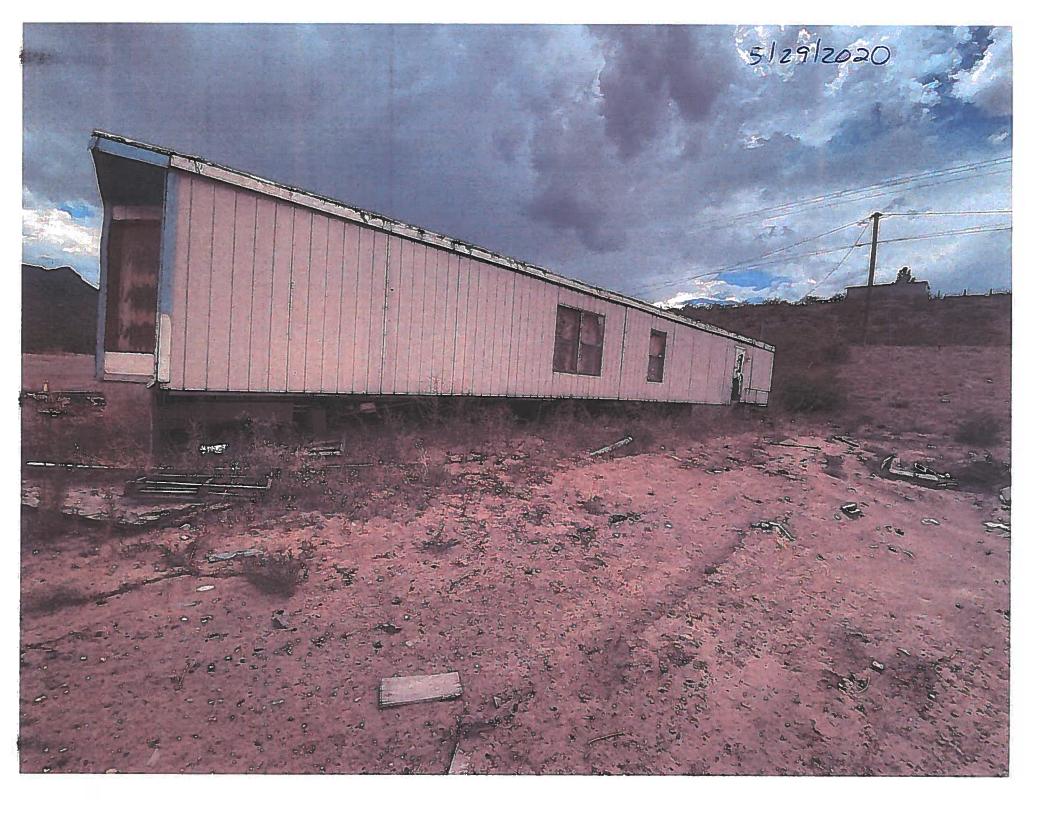


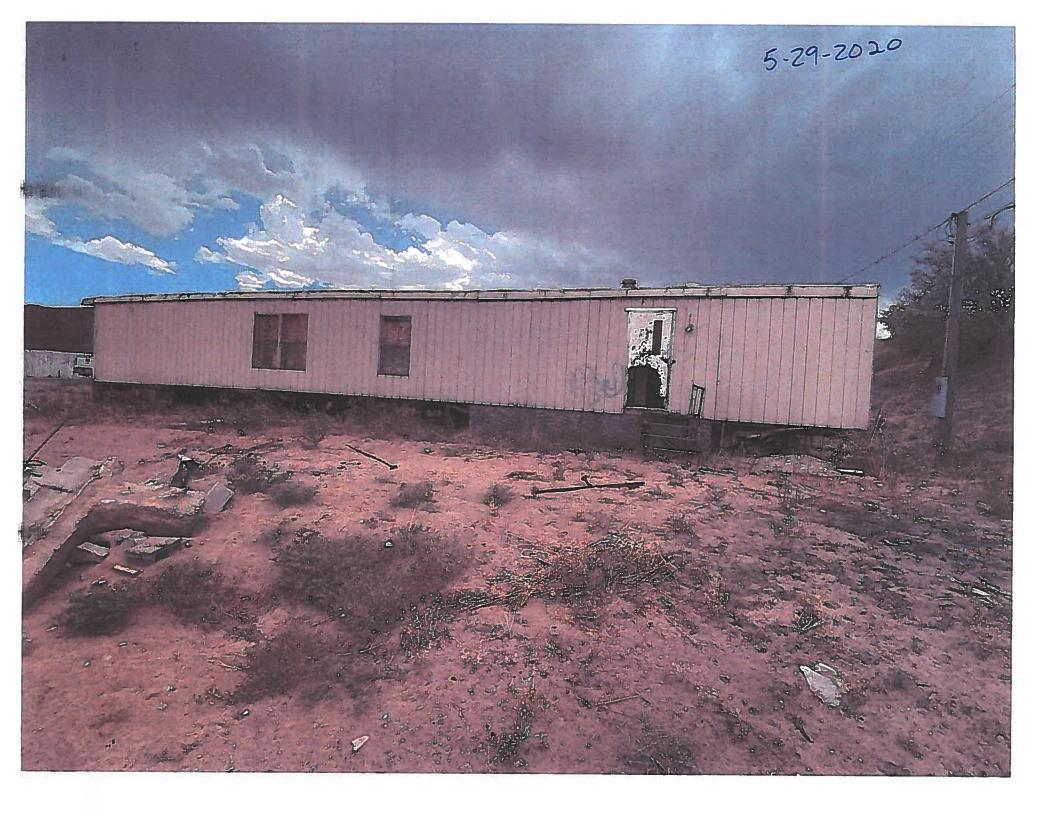
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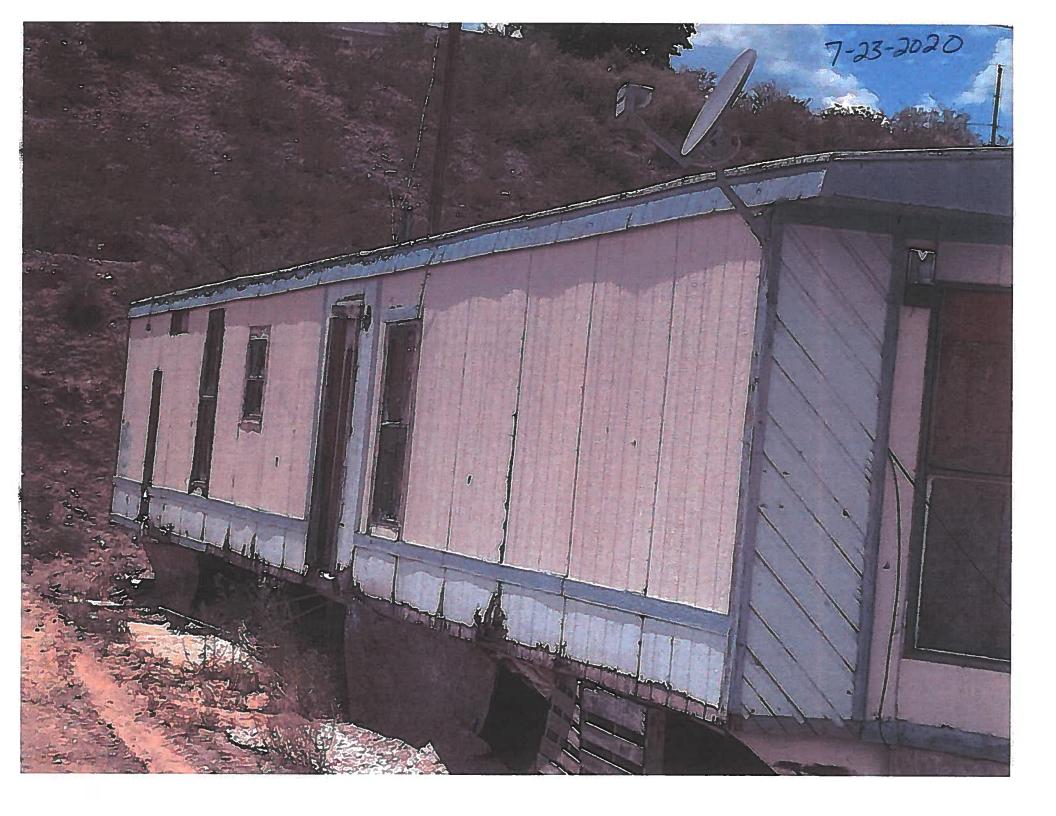




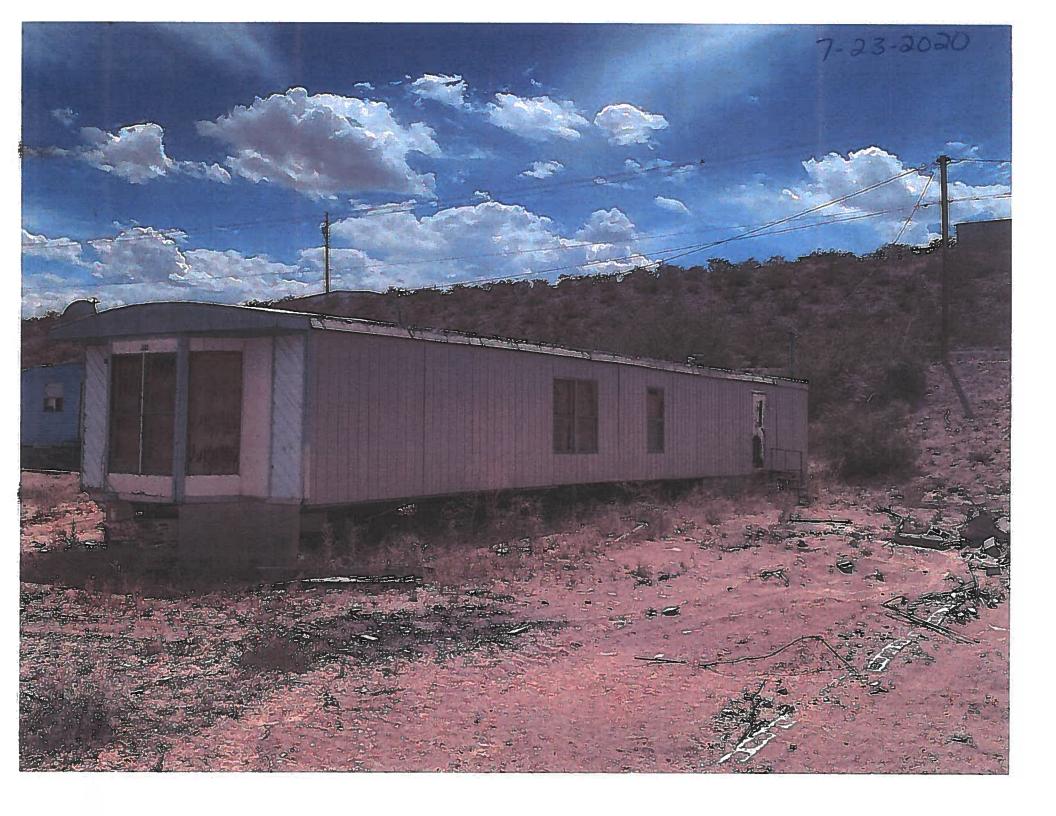


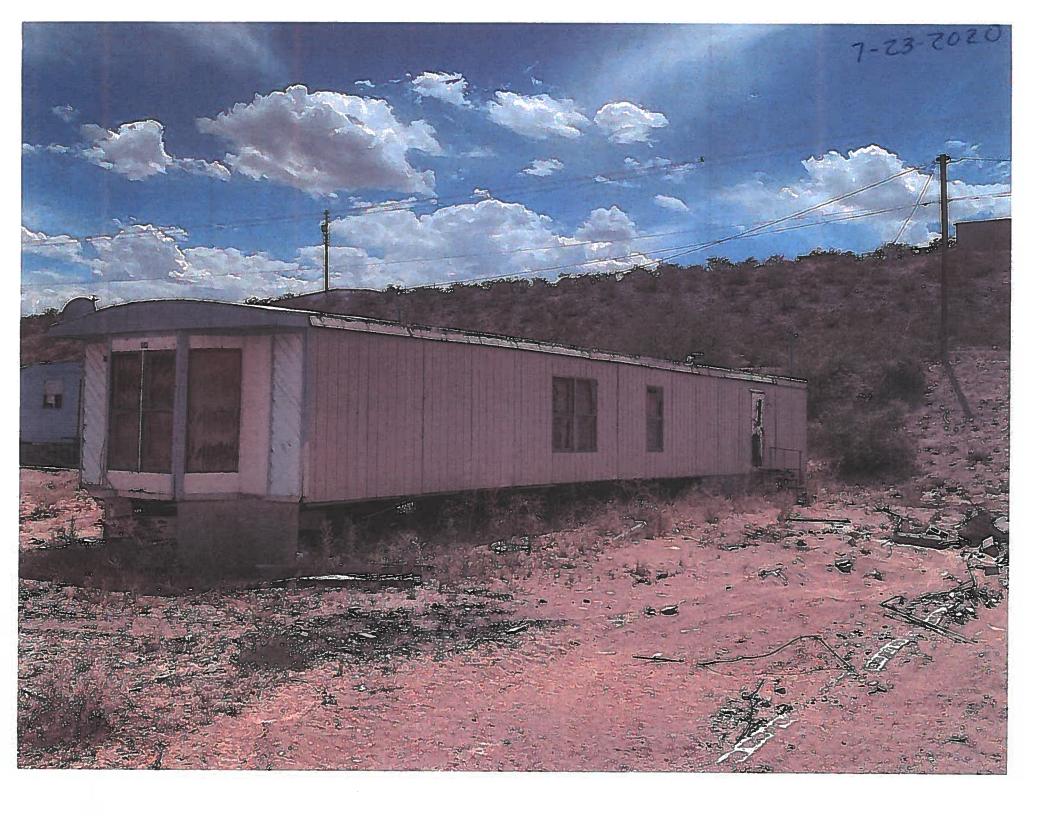












### PROPERY INSPECTION CHECKLIST

## Inspection Date 7-23-2020 Address 802 N Bosque

Any door which is unsecured or any door, aisle, passageway, stairway or other means of egress, including windows, that does not conform to the current New Mexico Building Code and Fire Code as adopted by the authority having jurisdiction relating to the requirement for existing buildings.

The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

Any portion of a building, structure, or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads required by the New Mexico Building Code.

The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

Any building or structure has been constructed, exists or is maintained in violation of any specific requirements or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.



A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the enforcement officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Any portion of a building remaining on a site after a demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.



# A RESOLUTION FINDING THE PROPERTY AT 802 BOSQUE DRIVE, TRUTH OR CONSEQUENCES, NM, TO BE A DANGEROUS AND UNSAFE STRUCTURE AND AUTHORIZING DEMOLITION.

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

WHEREAS, pursuant to City Code Chapter 4, Article IV Section 4-226 through 4-235 regarding dangerous and unsafe structures, City administration has identified the structure located at Mims 3<sup>rd</sup> Sub Replat, Block 1-A Lot 3, otherwise known as 802 Bosque Drive to be a dangerous building. The violations include, but are not necessarily limited to, those items listed in the July 23, 2020 Inspection Report, a copy of which is attached hereto as Exhibit 1.

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

- 1. Certified letters were sent stating the violation and action to be taken by the owner(s).
- 2. The certified letters were duly sent to all those known to have an interest in the property. The certified letters were not claimed.
- 3. The owners were allowed 15 days from receipt of the letter to take action.
- 4. Commission action is now needed to approve the demolition of the structure(s), and;

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

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

The City of Truth or Consequences through its Governing Body agrees to direct staff to take all actions necessary to implement the removal of structure(s) at 802 Bosque Drive, Truth or Consequences NM.

The City may also claim and record a lien for the reasonable cost of removal of the structure(s) and related materials, and associated legal fees plus interest. pursuant to 3-18-5, NMSA.

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

PASSED, APPROVED AND ADOPTED THIS 12th DAY OF AUGUST, 2020.

	CITY OF TRUTH OR CONSEQUENCES			
	BySandra Whitehead, Mayor			
ATTEST:				
Angela Torres, City Clerk				

ARTICLE IV. - DANGEROUS AND UNSAFE STRUCTURES

Sec. 4-226. - Penalty.

Violations of this article are punishable as provided in section 1-10.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-227, - Prohibited.

It shall be unlawful for any person or persons, corporation or entity to:

- (1) Maintain or permit the existence of any dangerous or unsafe building or structure within the city;
- (2) Fail to repair, remodel or renovate any building or structure designated as dangerous or unsafe, or any building moved within the city;
- (3) For the owner, occupant, or person in custody of any dangerous building to allow or permit the same to remain in a dangerous condition and to permit any building or structure to be occupied while it is or remains in a dangerous condition.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-228. - Unsafe structures or premises.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-229. - Dangerous structures or premises.

For the purpose of this Code, any building, structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

- (1) Any door which is unsecured or any door, aisle, passageway, stairway or other means of egress, including windows, that does not conform to the current New Mexico Building Code and Fire Code as adopted by the authority having jurisdiction relating to the requirement for existing buildings.
- (2) The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
- (3) Any portion of a building, structure, or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
- (4) Damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure

- before the damage occurred.
- (5) Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads required by the New Mexico Building Code.
- (6) The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
- (7) The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- (8) Any building or structure has been constructed, exists or is maintained in violation of any specific requirements or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
- (9) A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the enforcement officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
- (10) Any portion of a building remaining on a site after a demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-230. - Determination.

When the building inspector suspects that a building or structure may be unsafe or dangerous, he shall perform a complete inspection and generate a report on the condition of the structure.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-231. - Procedure to abate.

- (a) Whenever the building inspector shall be of the opinion that any building or structure in the city is a dangerous or unsafe building, the building inspector shall prepare a written notice to be served upon the legal owner of record thereof, and upon the occupant thereof, if any, by certified mail or by personal service to the last known address. Such notice shall state that the building has been declared to be in a dangerous condition, and that such dangerous condition(s) must be removed or remedied by repairing or altering the building or by demolishing it; and that the condition must be remedied within a fixed period of time not to exceed 90 days.
- (b) Based on the report submitted by the aforementioned official, the city commission may, by formal

#### Truth or Consequences, NM Code of Ordinances

resolution, find the property to be dangerous. A copy of the resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises. If the owner, as shown by the real estate records of the county clerk, occupant or agent in charge of the building, structure or premises cannot be served within the city, a copy of the resolution shall be posted on the building, structure or premises and a copy of the resolution shall be published one time.

(Ord. No. 640, § 1, 9-24-13)

#### Sec. 4-232. - Removal and appeal.

- (a) Within ten days of the receipt of a copy of the resolution or of the posting and publishing of a copy of the resolution, the owner, occupant or agent in charge of the building, structure or premises shall commence removing the building, structure, ruin, rubbish, wreckage or debris, or file a written objection with the city clerk asking for a hearing before the governing body of the municipality.
- (b) If a written objection is filed as required in this section, the city shall:
  - (1) Fix a date for a hearing on its resolution and the objection;
  - (2) Consider all evidence for and against the removal resolution at the hearing; and
  - (3) Determine if its resolution should be enforced or rescinded.
- (c) Any person aggrieved by the determination of the governing body may appeal to the district court by:
  - (1) Giving notice of appeal to the governing body within five days after the determination made by the governing body; and
  - (2) Filing a petition in the district court within 20 days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.
- (d) If the owner, occupant or agent in charge of the building, structure or premises fails to commence removing the building, structure, ruins, rubbish, wreckage or debris:
  - (1) Within ten days of being served a copy of the resolution or of the posting and publishing of the resolution; or
  - (2) Within five days of the determination by the governing body that the resolution shall be enforced; or
  - (3) After the district court enters judgment sustaining the determination of the governing body, the municipality may remove the building, structure, ruins, rubbish, wreckage or debris at the cost and expense of the owner. The reasonable cost of the removal shall constitute a lien against the building, structure, ruin, rubbish, wreckage or debris so removed and against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided in sections 3-36-1 through 3-36-6 NMSA 1978.
- (e) The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.
- (f) Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-233. - Recording of lien; interest rate on lien.

- (a) It shall be the duty of the city clerk to make out, sign, attest, file and record in the office of the county clerk, a claim of lien upon premises described in any delinquent assessment roll.
- (b) Such lien shall bear interest at the rate of eight percent per annum from the date of filing until paid, together with reasonable attorney fees for the foreclosure of same.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-234. - Emergency action.

In cases where it reasonably appears that there is immediate danger to the life or safety of any person unless a dangerous building is immediately repaired, vacated, or demolished, the building inspector shall report such facts to the city manager or his designee, and the city manager or his designee shall cause the immediate repair, vacation, or demolition of such dangerous building. The costs of such emergency, repair, vacation, or demolition of such dangerous building shall be collected in the same manner as provided in sections <u>4-232</u> and <u>4-233</u>.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-235. - Owner is absent from the city.

In the cases, except emergency cases, where the owner, occupant, lessee, or mortgagee is absent from the city, all notices or orders provided for in this article shall be sent by registered mail to the owner, occupant, mortgagee, lessee, and all other persons having an interest in the building, as shown by the land records of the Recorder of Deeds of the County of Sierra, to the last known address of each, and a copy of such notice shall be posted in a conspicuous place on the dangerous building to which it relates. Such mailing and posting shall be deemed adequate service.

(Ord. No. 640, § 1, 9-24-13)

Secs. 4-236-4-300. - Reserved.

ARTICLE VI. - WEEDS, ALLEYS, JUNK, TRASH AND REFUSE

Sec. 6-71. - Penalty.

Violations of this article are punishable as provided in section 1-10.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-72. - Declaration of nuisance; unlawful.

In the interest of the inhabitants of the City, it is necessary to prohibit the accumulation of junk, trash, solid waste, debris, garbage and refuse on property within the corporate limits of the City by declaring such accumulation a nuisance. Violations of this article are a public nuisance.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-73. - Disposal restricted generally.

It shall be unlawful for any reason for any person to keep, store, deposit, sweep, place or throw solid waste, garbage, rubbish or other solid waste materials in or upon any sidewalk, street, alley, river, arroyo, irrigation ditch, or unoccupied premises or lots, or upon private property, whether owned by such person or not, within the City, unless otherwise provided in this Code.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-74. - Unsanitary premises.

It shall be unlawful for any person to permit or cause to remain in or about his premises any solid waste, garbage, rubbish, weeds, automobiles not in operating condition, wastewater or any conglomeration of residue thereof, which emits odors or serves as a feeding or breeding place for flies, insects or rodents, and which is unsanitary or injurious to public health.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-75. - Hazardous premises.

It shall be unlawful for any person to permit in or about his premises trees, weeds, briars, brush, shrubs, machinery, appliances, scrap metal, lumber, logs, pilings, open pits, quarry, cistern, well or other excavation without barriers, or any other waste, rubbish, or debris to become, in any way, hazardous or injurious to public health, to create a fire danger, or to obstruct pedestrian or vehicular traffic.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-76. - Accumulation of solid waste.

No person shall allow any solid waste, garbage, or rubbish to accumulate upon premises owned, leased, rented or occupied, except in the manner herein provided.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-77. - Storage on private property.

It shall be unlawful for any person to leave outside any building or dwelling in the City any dilapidated furniture, appliances, machinery, equipment, building material, junk, or other items which are either wrecked, junked, dismantled or in inoperative condition, and which are not completely enclosed within a building or dwelling, or behind a privacy fence. All fences must be permitted and constructed as provided in chapter 26, land use.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-78. - Weeds, responsibility of owner.

It shall be unlawful for any owner, agent, lessee, or occupant of any lots, tracts or parcels of land within the City to allow weeds to be planted, lie, grow or be located upon any such property or along any street adjoining the same between the property line and the curb line thereof. Weeds include, but are not limited to:

African Rue/Peganum Harmala

Arundo/Arundo Donax

Black Henbane/Hyoscyamus Niger

Bull Thistle/Cirsium Vulgare

Camelthorn/Alhagi Maurorum

Canada Thistle/Cirsiom Arvense

Cheatgrass/Bromus Tectorum

Crimson Fountaingrass/Pennisetum Setaceum

Dalmatian Toadflax/Linaria Dalmatica

Diffuse Knapweed/Centaurea Diffusa

Dryers Woad/Isatis Tinctoria

Eurasian Watermilfoil/Myriophyllum Spicatum

Giant Salvinia/Salvina Molesta

Halogeton/Halogeton Glomeratus

Hoary Cress/Caldaria Spp.

Hydrillia/Hydrilla Verticillata

Leafy Spurge/Euphorbia Esula

Malta Starthistle/Centaurea Melitensis

Meadow Knapweed/Centaurea Pratensis

Musk Thistle/Carduus Nutans

Onionweed/Asphodelus Fistulosus

Oxeye Daisy/Leucanthemum Vulgare

Parrotfeather/Myriophyllum Aquaticum

Perennial Pepperweed/Lepidium Latifolium

Poison Hemlock/Conium Maculatum

Purple Loosestrife/Lythrum Salicaria

Purple Starthistle/Lythrum Salicaria

Quackgrass/Elytrigia Repens

Russian Knapweed/Acroptilon Repens

Russian Olive/Elaeagnus Angustifolia L.

Sahara Mustard/Brassica Tournefortii

Salt Cedar/Tamarix Spp.

Scotch Thistle/Onoprodum Acanthium

Siberian Elm/Ulmus Pumila

Spotted Knapweed/Centaurea Biebersteinii

Yellow Starthistle/Centaurea Solstitialis

Yellow Toadflax/Linaria Vulgaris

(Ord. No. 646, § 1, 11-12-13; Ord. No. 653, § 1, 4-22-14)

Sec. 6-79. - Reserved.

**Editor's note**— Section 2 of Ord. No. 653, adopted April 22, 2014, repealed § 6-79 which pertained to invasive species and noxious weeds, planting prohibited, and derived from Ord. No. 646, § 1, adopted Nov. 12, 2013.

Sec. 6-80. - Alleys.

It shall be unlawful for any owner, agent, lessee, or occupant of any lots, tracts or parcels of land within the City to allow weeds, shrubs, trees, or rubbish to become, in any way, hazardous or injurious to public health or to obstruct pedestrian and vehicular traffic on or along any alley adjoining the same between the property line and the center of such alley.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-81. - Notice of nuisance.

Any Enforcement Officer or City employee designated by the City Manager, upon observing any violation of this article, shall issue a notice directed to the owner of record of the property on which the nuisance occurs, or to the occupant or tenant of the property, or both. The notice shall describe the violation and shall establish a reasonable time limit for abatement thereof by the owner, occupant or tenants, which limit shall be not less than two days or more than 30 days after service of the notice. The notice may be served either personally or by mail at the owner's or occupant's last known address of record. If such owner cannot be served, a copy of the ordinance from which this article derives shall be posted on the property.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-82. - Criminal complaint.

In the event the owner or occupant of the property where the nuisance violation exists has failed, within the prescribed period of compliance, to abate the nuisance, then the City may file a criminal complaint with the municipal court, demanding that the owner of the property, or the occupant thereof, or both, be held to answer to the court for the violation of this article.

(Ord. No. 646, § 1, 11-12-13; Ord. No. 653, § 3, 4-22-14)

**Editor's note**— Section 3 of Ord. No. 653, adopted April 22, 2014, changed the title of § 6-82 from "Citation" to "Criminal complaint."

8/4/2020

Sec. 6-83. - Removal of nuisance.

In the event that a person, owner, or occupant in charge of property fails to remove the nuisance and upon a judicial determination by the Municipal Judge, the City may enforce this article in any manner consistent with the law including, but not limited to, removal of the nuisance and collection of reasonable costs of labor, equipment and materials. Failure to pay these costs shall result in a lien against the subject property for these costs, which may be enforced as provided in NMSA 1978 § 3-36-1 et seq. The lien may include an interest charge of eight percent per annum.

(Ord. No. 646, § 1, 11-12-13; Ord. No. 653, § 4, 4-22-14)

Sec. 6-84. - Injunctions.

The City Police Department, City Attorney, Enforcement Officer, or any other official of the City, when a nuisance exists as set forth in this article, may maintain a complaint in the name of the City, perpetually, to enjoin all persons from maintaining or permitting the nuisance and to abate the same.

(Ord. No. 646, § 1, 11-12-13)

Secs. 6-85--6-90. - Reserved.

Sec. 11-9. - Accumulation of refuse prohibited.

It shall be unlawful for any person to deposit, collect, or accumulate or permit the deposit, collection, or accumulation of any refuse within the City.

(Code 1962, § 8-3-9)



### City of Truth or Consequences

### **AGENDA REQUEST FORM**

MEETING DATE: August 12, 2020

Agenda Item #: <u>G.3</u>

SUBJECT:

A RESOLUTION FINDING THE PROPERTY AT 901 BOSQUE DRIVE, TRUTH OR

CONSEQUENCES, NM, TO BE A DANGEROUS AND UNSAFE STRUCTURE AND AUTHORIZING DEMOLITION.

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** August 5, 2020 **SUBMITTED BY:** Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

### Summary/Background:

Property has been vacant for the last several years and the owners have not brought it up to code or demolished/removed the structure. Neighbors have been complaining about the property, that it is a nuisance and brings down the moral and property values in the neighborhood. The structure is dilapidated, unsecured or abandoned and is an attractive but dangerous nuisance to children who might play in the building or a potential harbor for vagrants, criminals or persons. Property was posted 3/5/2020 & 5/29/2020 – postings were removed; certified letters sent and unclaimed 6/15/2020 and 7/23/2020, review of past file shows certified letter sent 5/15/14 also unclaimed. Certified letter sent 2/22/13 was signed/claimed by current noted property owner. No changes have been made to the property since 2014 and no one has attempted to contact City offices

### **Recommendation:**

**Approve Resolution 9 20-21** 

### Attachments:

- Pictures
- Property Inspection Checklist
- Resolution 9 20/21

Final Approval: ☐ City Manager

Municipal Code -Chapter 4 Article IV - Sec. 4-226 thru 4-235 – Dangerous and Unsafe Structures;
 Chapter 6 – Article VI Sec. 6-71 thru 6-84 – Weeds, Alleys, Junk, Trash and Refuse and Chapter 11
 Article I sect 11-9 Accumulation of refuse prohibited

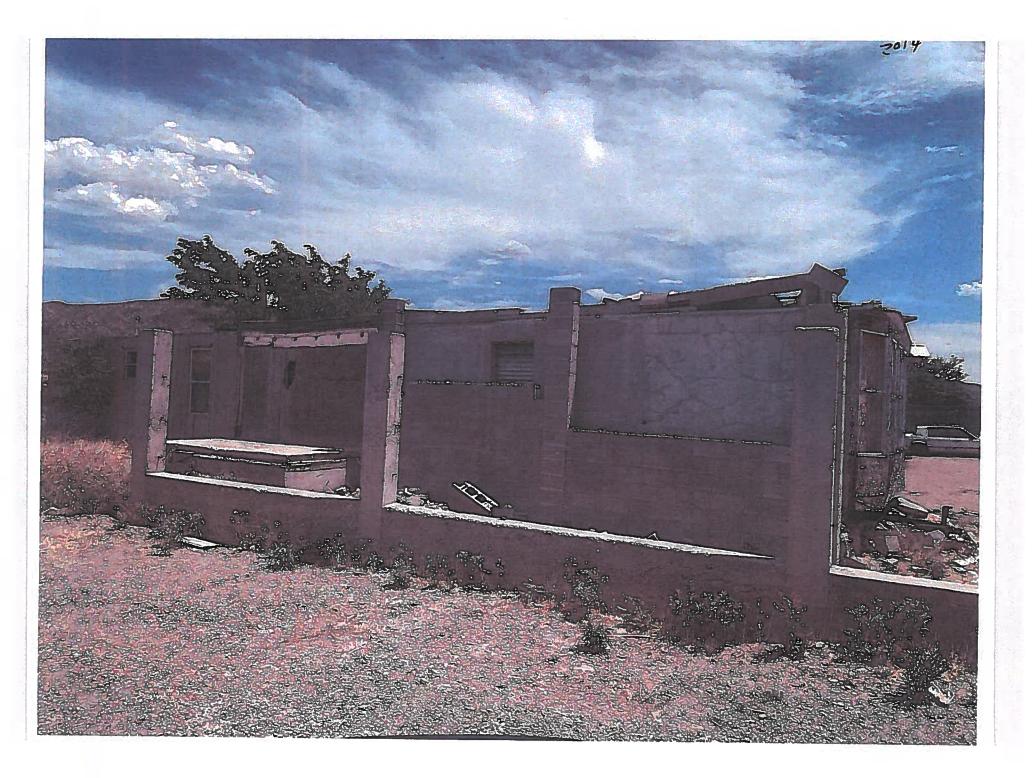
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<b>Legal Review</b> Click here to en	(City Attorney) ter text.	: Yes				
Approved For	Submittal By:	☐ Department [	Directo	r	 	 

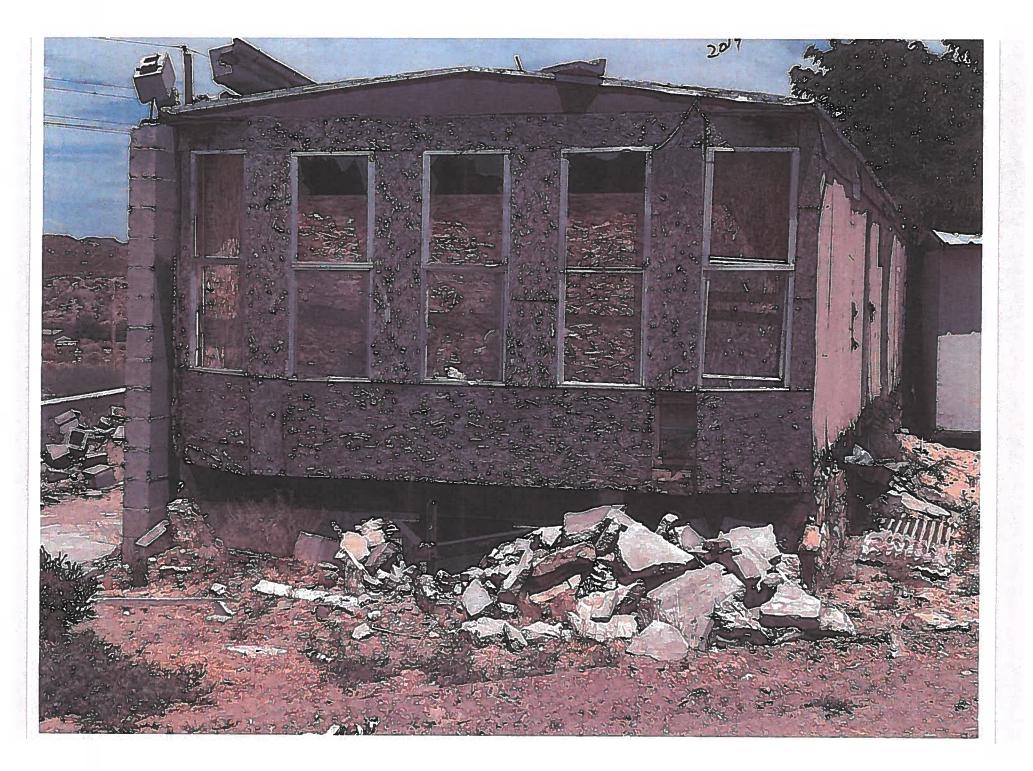
# 901 Bosque

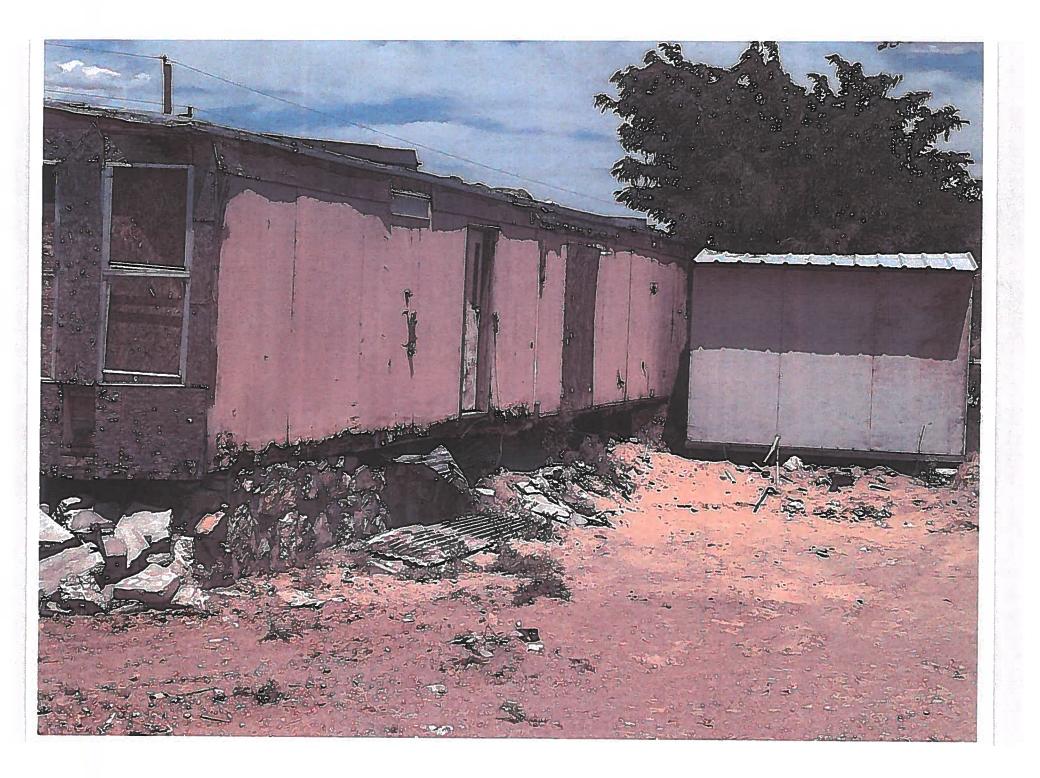


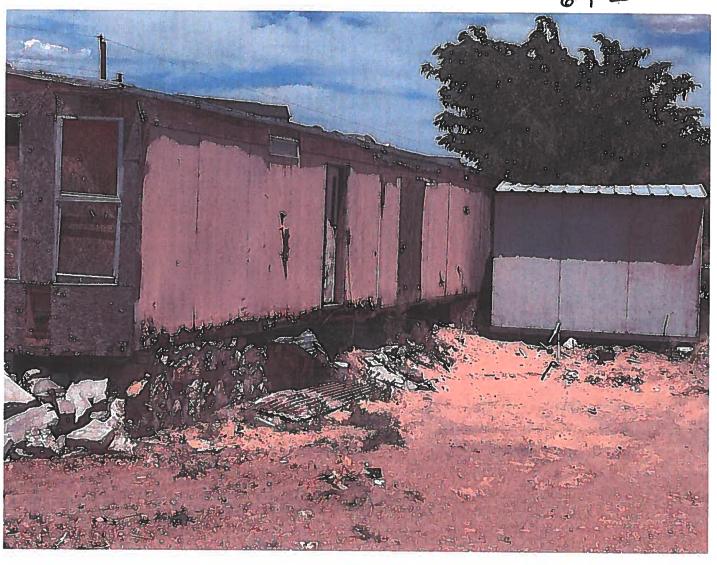


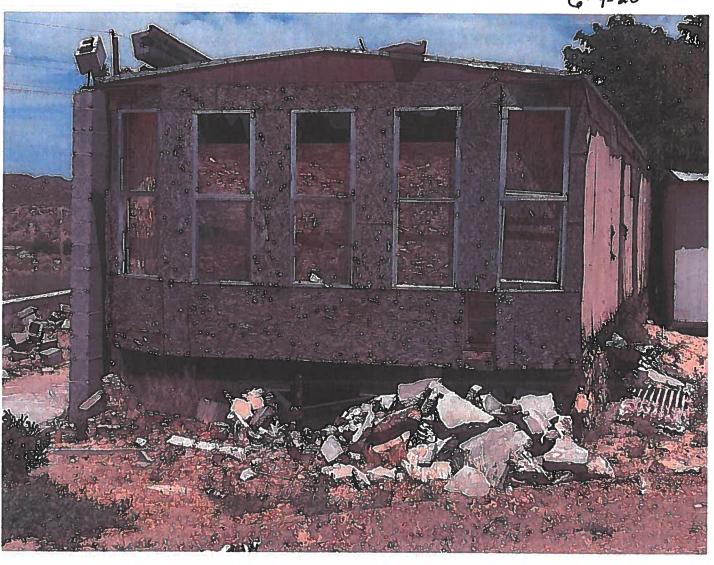


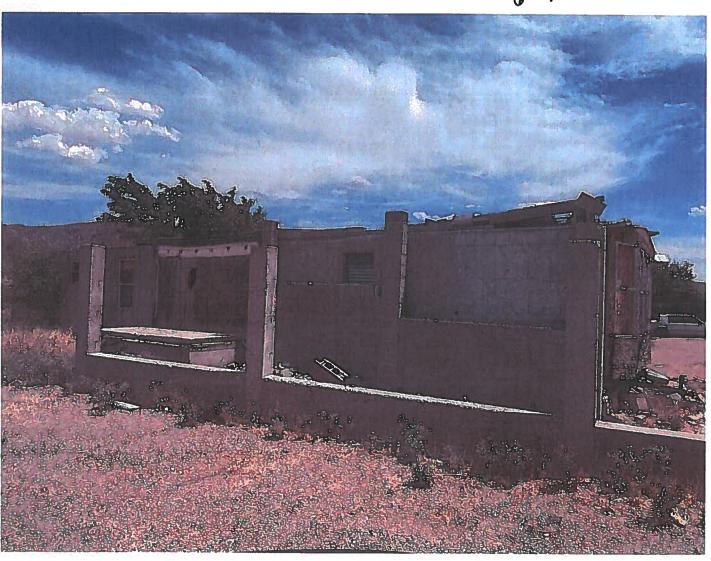




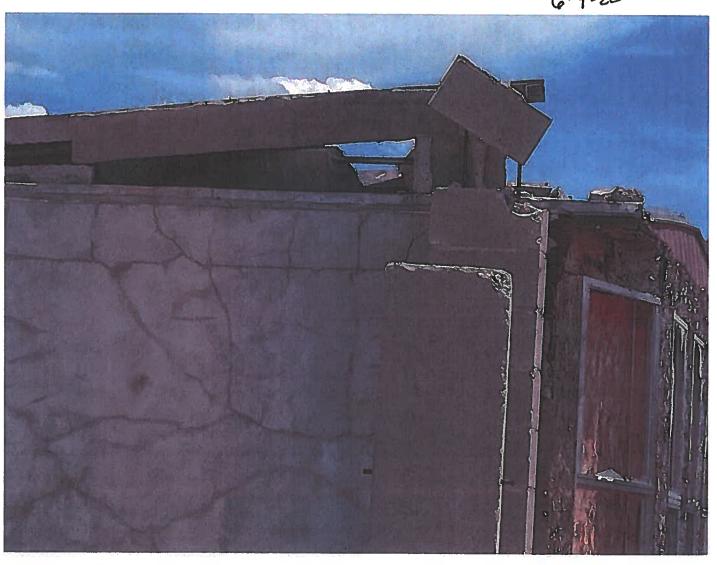




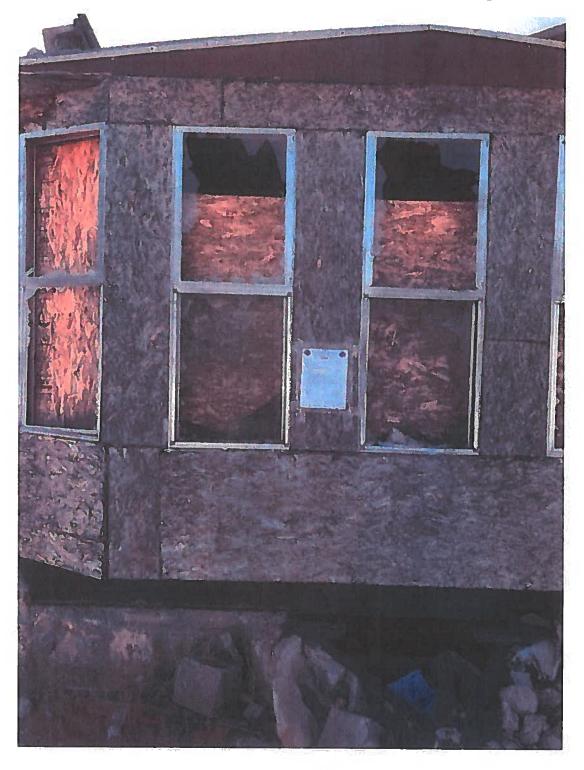




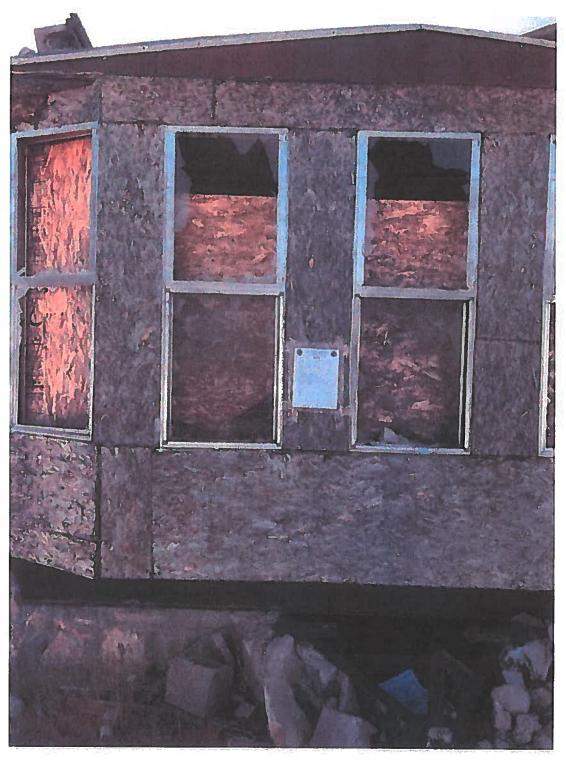
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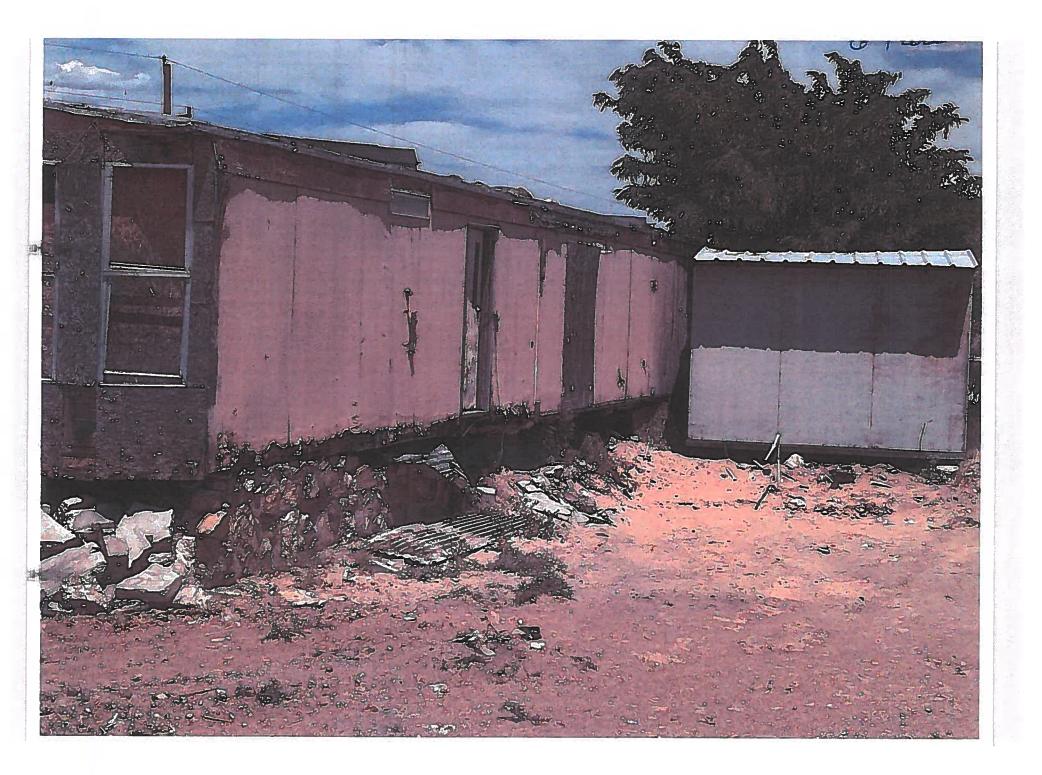


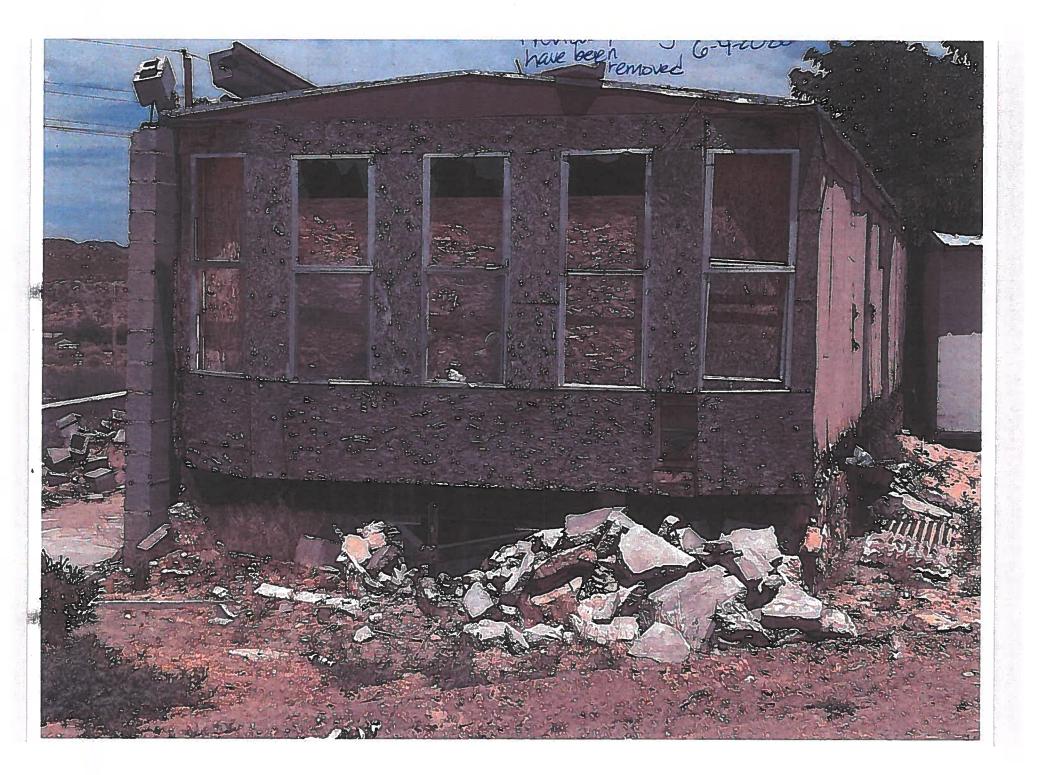
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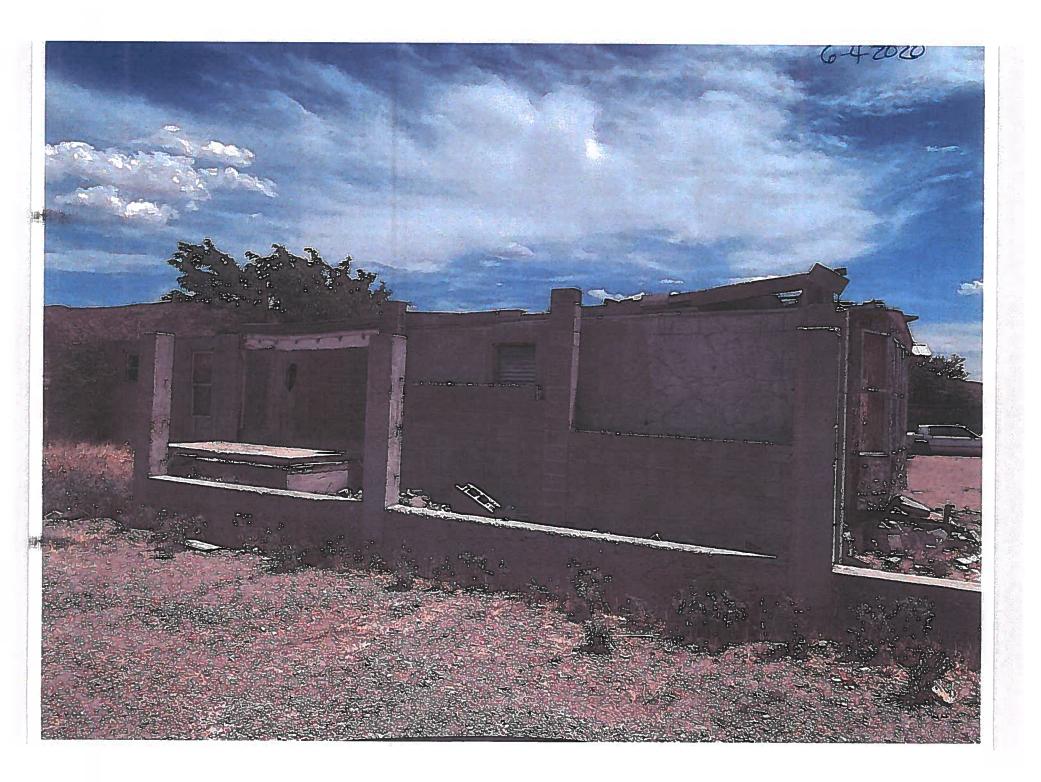


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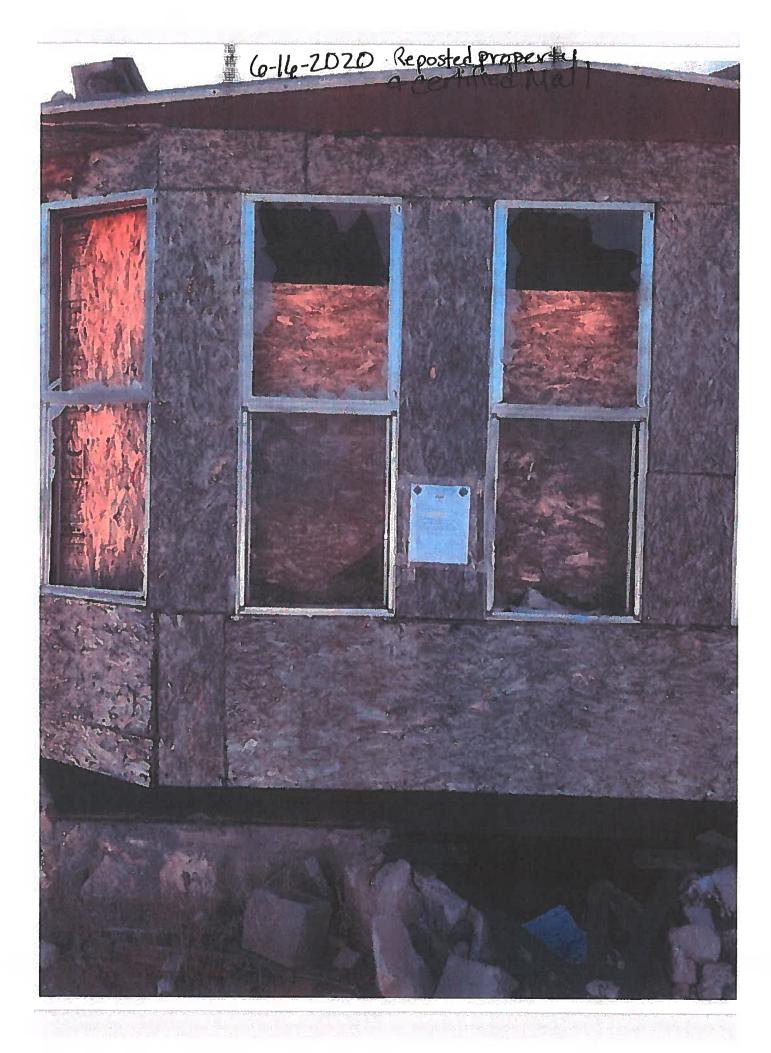


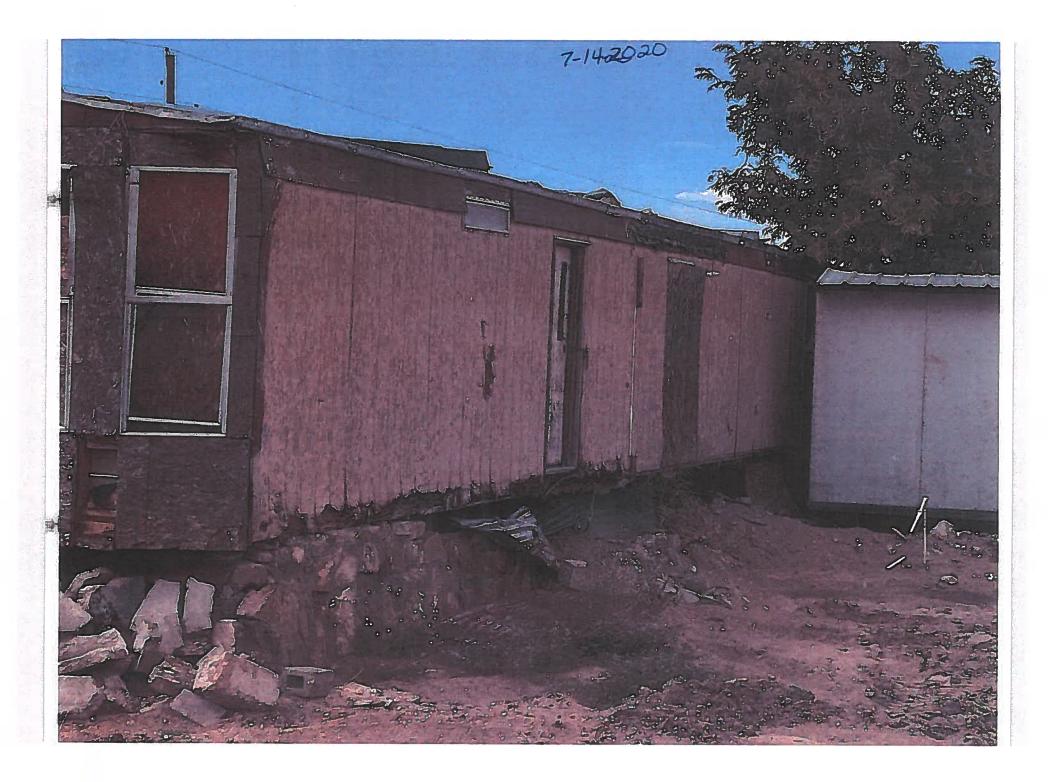


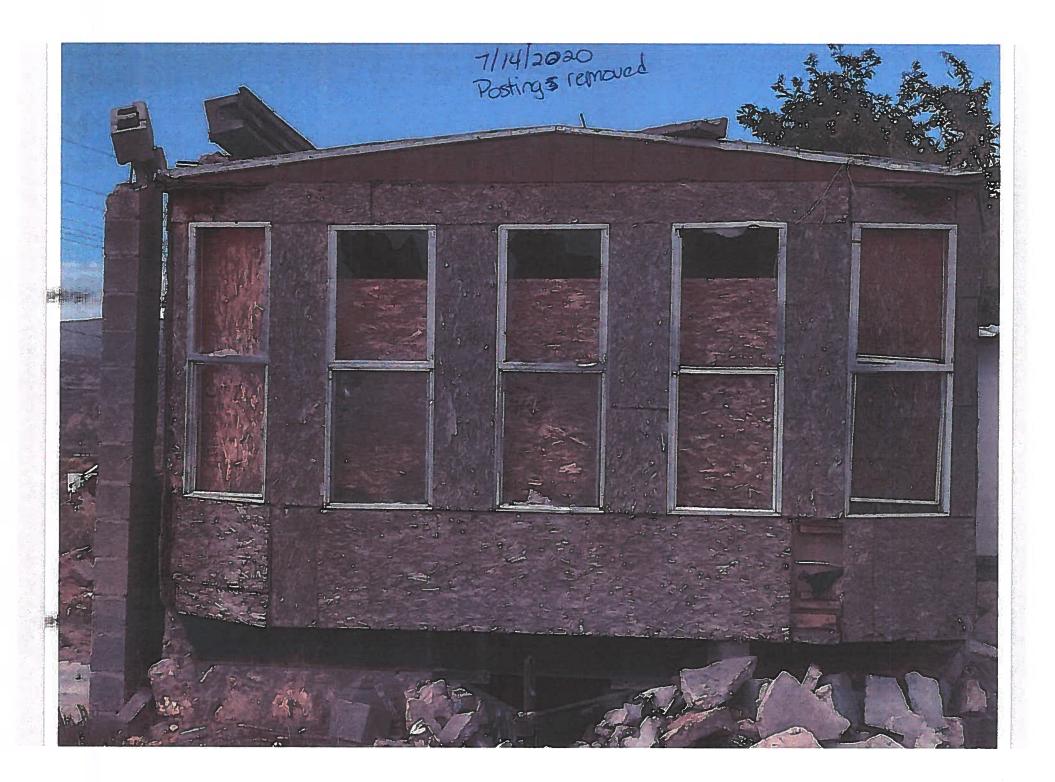


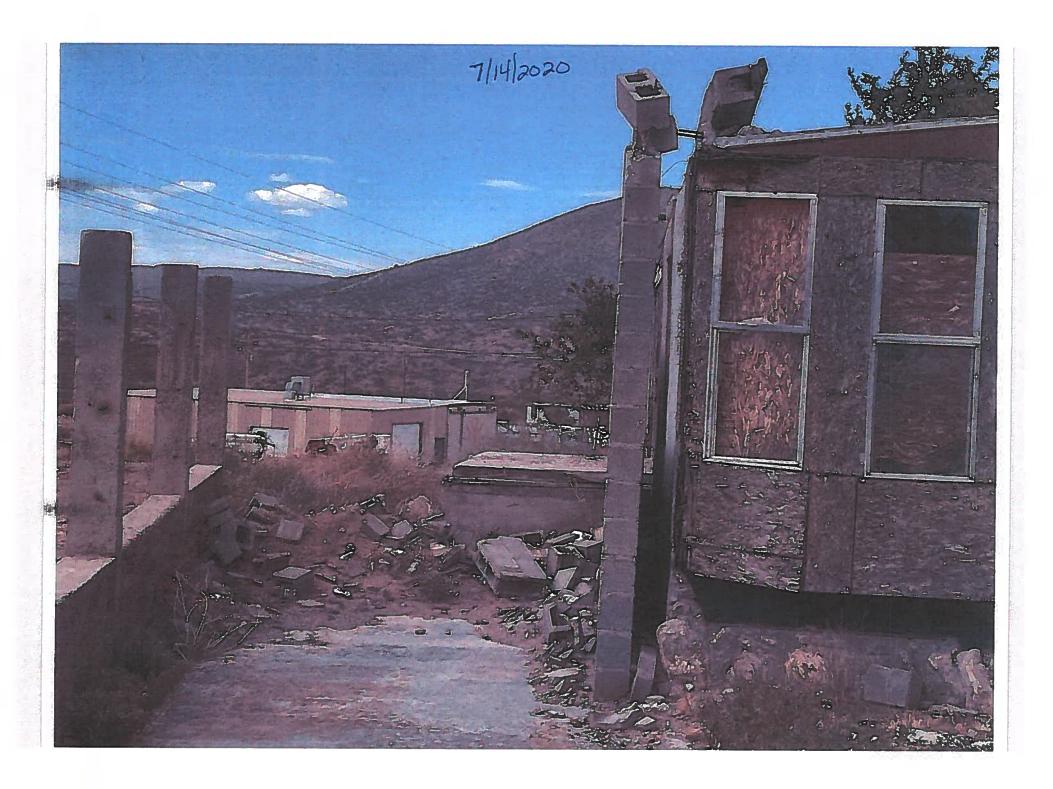


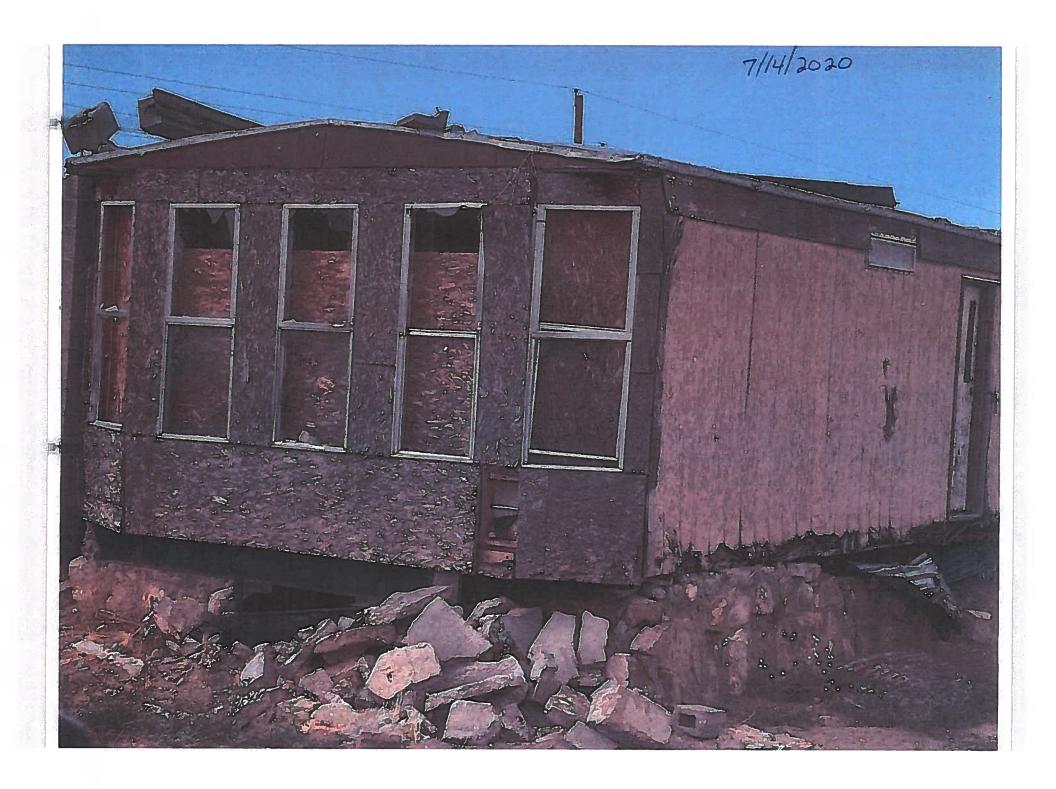












### PROPERY INSPECTION CHECKLIST

## Inspection Date 7-23-2020Address 901 Bosque

- Any door which is unsecured or any door, aisle, passageway, stairway or other means of egress, including windows, that does not conform to the current New Mexico Building Code and Fire Code as adopted by the authority having jurisdiction relating to the requirement for existing buildings.
- The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
- Any portion of a building, structure, or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
- Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads required by the New Mexico Building Code.
- The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
- The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- Any building or structure has been constructed, exists or is maintained in violation of any specific requirements or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the enforcement officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Any portion of a building remaining on a site after a demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.



### **RESOLUTION NO. 09 20/21**

A RESOLUTION FINDING THE PROPERTY AT 901 BOSQUE DRIVE, TRUTH OR CONSEQUENCES, NM, TO BE A DANGEROUS AND UNSAFE STRUCTURE AND AUTHORIZING DEMOLITION.

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

WHEREAS, pursuant to City Code Chapter 4, Article IV Section 4-226 through 4-235 regarding dangerous and unsafe structures, City administration has identified the structure located at Mims 3<sup>rd</sup> Sub Replat, Block 4-A Lot 3, otherwise known as 901 Bosque Drive to be a dangerous building. The violations include, but are not necessarily limited to, those items listed in the July 23, 2020 Inspection Report, a copy of which is attached hereto as Exhibit 1.

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

- 1. Certified letters were sent stating the violation and action to be taken by the owner(s).
- 2. The certified letters were duly sent to all those known to have an interest in the property. The certified letters were not claimed.
- 3. The owners were allowed at least 15 days from receipt of the letters to take action.
- 4. Commission action is now needed to approve the demolition of the structure(s), and;

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

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

The City of Truth or Consequences through its Governing Body agrees to direct staff to take all actions necessary to implement the removal of structure(s) at 901 Bosque Drive, Truth or Consequences NM.

The City may also claim and record a lien for the reasonable cost of removal of the structure(s) and related materials, and associated legal fees plus interest, pursuant to 3-18-5, NMSA.

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

PASSED, APPROVED AND ADOPTED THIS 12th DAY OF AUGUST, 2020.

	CITY OF TRUTH OR CONSEQUENCES
	BySandra Whitehead, Mayor
ATTEST:	
Angela Torres, City Clerk	

ARTICLE IV. - DANGEROUS AND UNSAFE STRUCTURES

Sec. 4-226. - Penalty.

Violations of this article are punishable as provided in section 1-10.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-227. - Prohibited.

It shall be unlawful for any person or persons, corporation or entity to:

- (1) Maintain or permit the existence of any dangerous or unsafe building or structure within the city;
- (2) Fail to repair, remodel or renovate any building or structure designated as dangerous or unsafe, or any building moved within the city;
- (3) For the owner, occupant, or person in custody of any dangerous building to allow or permit the same to remain in a dangerous condition and to permit any building or structure to be occupied while it is or remains in a dangerous condition.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-228. - Unsafe structures or premises.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-229. - Dangerous structures or premises.

For the purpose of this Code, any building, structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

- (1) Any door which is unsecured or any door, aisle, passageway, stairway or other means of egress, including windows, that does not conform to the current New Mexico Building Code and Fire Code as adopted by the authority having jurisdiction relating to the requirement for existing buildings.
- (2) The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
- (3) Any portion of a building, structure, or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
- (4) Damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure

- before the damage occurred.
- (5) Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads required by the New Mexico Building Code.
- (6) The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
- (7) The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- (8) Any building or structure has been constructed, exists or is maintained in violation of any specific requirements or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
- (9) A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the enforcement officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
- (10) Any portion of a building remaining on a site after a demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-230. - Determination.

When the building inspector suspects that a building or structure may be unsafe or dangerous, he shall perform a complete inspection and generate a report on the condition of the structure.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-231. - Procedure to abate.

- (a) Whenever the building inspector shall be of the opinion that any building or structure in the city is a dangerous or unsafe building, the building inspector shall prepare a written notice to be served upon the legal owner of record thereof, and upon the occupant thereof, if any, by certified mail or by personal service to the last known address. Such notice shall state that the building has been declared to be in a dangerous condition, and that such dangerous condition(s) must be removed or remedied by repairing or altering the building or by demolishing it; and that the condition must be remedied within a fixed period of time not to exceed 90 days.
- (b) Based on the report submitted by the aforementioned official, the city commission may, by formal

resolution, find the property to be dangerous. A copy of the resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises. If the owner, as shown by the real estate records of the county clerk, occupant or agent in charge of the building, structure or premises cannot be served within the city, a copy of the resolution shall be posted on the building, structure or premises and a copy of the resolution shall be published one time.

(Ord. No. 640, § 1, 9-24-13)

#### Sec. 4-232. - Removal and appeal.

- (a) Within ten days of the receipt of a copy of the resolution or of the posting and publishing of a copy of the resolution, the owner, occupant or agent in charge of the building, structure or premises shall commence removing the building, structure, ruin, rubbish, wreckage or debris, or file a written objection with the city clerk asking for a hearing before the governing body of the municipality.
- (b) If a written objection is filed as required in this section, the city shall:
  - (1) Fix a date for a hearing on its resolution and the objection;
  - (2) Consider all evidence for and against the removal resolution at the hearing; and
  - (3) Determine if its resolution should be enforced or rescinded.
- (c) Any person aggrieved by the determination of the governing body may appeal to the district court by:
  - (1) Giving notice of appeal to the governing body within five days after the determination made by the governing body; and
  - (2) Filing a petition in the district court within 20 days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.
- (d) If the owner, occupant or agent in charge of the building, structure or premises fails to commence removing the building, structure, ruins, rubbish, wreckage or debris:
  - (1) Within ten days of being served a copy of the resolution or of the posting and publishing of the resolution; or
  - (2) Within five days of the determination by the governing body that the resolution shall be enforced; or
  - (3) After the district court enters judgment sustaining the determination of the governing body, the municipality may remove the building, structure, ruins, rubbish, wreckage or debris at the cost and expense of the owner. The reasonable cost of the removal shall constitute a lien against the building, structure, ruin, rubbish, wreckage or debris so removed and against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided in sections 3-36-1 through 3-36-6 NMSA 1978.
- (e) The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.
- (f) Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-233. - Recording of lien; interest rate on lien.

- (a) It shall be the duty of the city clerk to make out, sign, attest, file and record in the office of the county clerk, a claim of lien upon premises described in any delinquent assessment roll.
- (b) Such lien shall bear interest at the rate of eight percent per annum from the date of filing until paid, together with reasonable attorney fees for the foreclosure of same.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-234. - Emergency action.

In cases where it reasonably appears that there is immediate danger to the life or safety of any person unless a dangerous building is immediately repaired, vacated, or demolished, the building inspector shall report such facts to the city manager or his designee, and the city manager or his designee shall cause the immediate repair, vacation, or demolition of such dangerous building. The costs of such emergency, repair, vacation, or demolition of such dangerous building shall be collected in the same manner as provided in sections <u>4-232</u> and <u>4-233</u>.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-235. - Owner is absent from the city.

In the cases, except emergency cases, where the owner, occupant, lessee, or mortgagee is absent from the city, all notices or orders provided for in this article shall be sent by registered mail to the owner, occupant, mortgagee, lessee, and all other persons having an interest in the building, as shown by the land records of the Recorder of Deeds of the County of Sierra, to the last known address of each, and a copy of such notice shall be posted in a conspicuous place on the dangerous building to which it relates. Such mailing and posting shall be deemed adequate service.

(Ord. No. 640, § 1, 9-24-13)

Secs. 4-236-4-300. - Reserved.

ARTICLE VI. - WEEDS, ALLEYS, JUNK, TRASH AND REFUSE

Sec. 6-71. - Penalty.

Violations of this article are punishable as provided in section 1-10.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-72. - Declaration of nuisance; unlawful.

In the interest of the inhabitants of the City, it is necessary to prohibit the accumulation of junk, trash, solid waste, debris, garbage and refuse on property within the corporate limits of the City by declaring such accumulation a nuisance. Violations of this article are a public nuisance.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-73. - Disposal restricted generally.

It shall be unlawful for any reason for any person to keep, store, deposit, sweep, place or throw solid waste, garbage, rubbish or other solid waste materials in or upon any sidewalk, street, alley, river, arroyo, irrigation ditch, or unoccupied premises or lots, or upon private property, whether owned by such person or not, within the City, unless otherwise provided in this Code.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-74. - Unsanitary premises.

It shall be unlawful for any person to permit or cause to remain in or about his premises any solid waste, garbage, rubbish, weeds, automobiles not in operating condition, wastewater or any conglomeration of residue thereof, which emits odors or serves as a feeding or breeding place for flies, insects or rodents, and which is unsanitary or injurious to public health.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-75. - Hazardous premises.

It shall be unlawful for any person to permit in or about his premises trees, weeds, briars, brush, shrubs, machinery, appliances, scrap metal, lumber, logs, pilings, open pits, quarry, cistern, well or other excavation without barriers, or any other waste, rubbish, or debris to become, in any way, hazardous or injurious to public health, to create a fire danger, or to obstruct pedestrian or vehicular traffic.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-76. - Accumulation of solid waste.

No person shall allow any solid waste, garbage, or rubbish to accumulate upon premises owned, leased, rented or occupied, except in the manner herein provided.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-77. - Storage on private property.

It shall be unlawful for any person to leave outside any building or dwelling in the City any dilapidated furniture, appliances, machinery, equipment, building material, junk, or other items which are either wrecked, junked, dismantled or in inoperative condition, and which are not completely enclosed within a building or dwelling, or behind a privacy fence. All fences must be permitted and constructed as provided in chapter 26, land use.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-78. - Weeds, responsibility of owner.

It shall be unlawful for any owner, agent, lessee, or occupant of any lots, tracts or parcels of land within the City to allow weeds to be planted, lie, grow or be located upon any such property or along any street adjoining the same between the property line and the curb line thereof. Weeds include, but are not limited to:

African Rue/Peganum Harmala

Arundo/Arundo Donax

Black Henbane/Hyoscyamus Niger

**Bull Thistle/Cirsium Vulgare** 

Camelthorn/Alhagi Maurorum

Canada Thistle/Cirsiom Arvense

Cheatgrass/Bromus Tectorum

Crimson Fountaingrass/Pennisetum Setaceum

Dalmatian Toadflax/Linaria Dalmatica

Diffuse Knapweed/Centaurea Diffusa

Dryers Woad/Isatis Tinctoria

Eurasian Watermilfoil/Myriophyllum Spicatum

Giant Salvinia/Salvina Molesta

Halogeton/Halogeton Glomeratus

Hoary Cress/Caldaria Spp.

Hydrillia/Hydrilla Verticillata

Leafy Spurge/Euphorbia Esula

Malta Starthistle/Centaurea Melitensis

Meadow Knapweed/Centaurea Pratensis

Musk Thistle/Carduus Nutans

Onionweed/Asphodelus Fistulosus

Oxeye Daisy/Leucanthemum Vulgare

Parrotfeather/Myriophyllum Aquaticum

Perennial Pepperweed/Lepidium Latifolium

Poison Hemlock/Conium Maculatum

Purple Loosestrife/Lythrum Salicaria

Purple Starthistle/Lythrum Salicaria

Quackgrass/Elytrigia Repens

Russian Knapweed/Acroptilon Repens

Russian Olive/Elaeagnus Angustifolia L.

Sahara Mustard/Brassica Tournefortii

Salt Cedar/Tamarix Spp.

Scotch Thistle/Onoprodum Acanthium

Siberian Elm/Ulmus Pumila

Spotted Knapweed/Centaurea Biebersteinii

Yellow Starthistle/Centaurea Solstitialis

Yellow Toadflax/Linaria Vulgaris

(Ord. No. 646, § 1, 11-12-13; Ord. No. 653, § 1, 4-22-14)

Sec. 6-79. - Reserved.

**Editor's note**— Section 2 of Ord. No. 653, adopted April 22, 2014, repealed § 6-79 which pertained to invasive species and noxious weeds, planting prohibited, and derived from Ord. No. 646, § 1, adopted Nov. 12, 2013.

Sec. 6-80. - Alleys.

It shall be unlawful for any owner, agent, lessee, or occupant of any lots, tracts or parcels of land within the City to allow weeds, shrubs, trees, or rubbish to become, in any way, hazardous or injurious to public health or to obstruct pedestrian and vehicular traffic on or along any alley adjoining the same between the property line and the center of such alley.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-81. - Notice of nuisance.

Any Enforcement Officer or City employee designated by the City Manager, upon observing any violation of this article, shall issue a notice directed to the owner of record of the property on which the nuisance occurs, or to the occupant or tenant of the property, or both. The notice shall describe the violation and shall establish a reasonable time limit for abatement thereof by the owner, occupant or tenants, which limit shall be not less than two days or more than 30 days after service of the notice. The notice may be served either personally or by mail at the owner's or occupant's last known address of record. If such owner cannot be served, a copy of the ordinance from which this article derives shall be posted on the property.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-82. - Criminal complaint.

In the event the owner or occupant of the property where the nuisance violation exists has failed, within the prescribed period of compliance, to abate the nuisance, then the City may file a criminal complaint with the municipal court, demanding that the owner of the property, or the occupant thereof, or both, be held to answer to the court for the violation of this article.

(Ord. No. 646, § 1, 11-12-13; Ord. No. 653, § 3, 4-22-14)

**Editor's note**— Section 3 of Ord. No. 653, adopted April 22, 2014, changed the title of § 6-82 from "Citation" to "Criminal complaint."

Sec. 6-83. - Removal of nuisance.

In the event that a person, owner, or occupant in charge of property fails to remove the nuisance and upon a judicial determination by the Municipal Judge, the City may enforce this article in any manner consistent with the law including, but not limited to, removal of the nuisance and collection of reasonable costs of labor, equipment and materials. Failure to pay these costs shall result in a lien against the subject property for these costs, which may be enforced as provided in NMSA 1978 § 3-36-1 et seq. The lien may include an interest charge of eight percent per annum.

(Ord. No. 646, § 1, 11-12-13; Ord. No. 653, § 4, 4-22-14)

Sec. 6-84. - Injunctions.

The City Police Department, City Attorney, Enforcement Officer, or any other official of the City, when a nuisance exists as set forth in this article, may maintain a complaint in the name of the City, perpetually, to enjoin all persons from maintaining or permitting the nuisance and to abate the same.

(Ord. No. 646, § 1, 11-12-13)

Secs. 6-85-6-90, - Reserved.

Sec. 11-9. - Accumulation of refuse prohibited.

It shall be unlawful for any person to deposit, collect, or accumulate or permit the deposit, collection, or accumulation of any refuse within the City.

(Code 1962, § 8-3-9)



### City of Truth or Consequences

### **AGENDA REQUEST FORM**

**MEETING DATE**: August 12, 2020

Agenda Item #: <u>G.4</u>

SUBJECT:

A RESOLUTION FINDING THE PROPERTY AT 703 JICARILLA WAY, TRUTH OR

CONSEQUENCES, NM, TO BE A DANGEROUS AND UNSAFE STRUCTURE AND AUTHORIZING DEMOLITION.

**DEPARTMENT:** 

**Community Development** 

**DATE SUBMITTED:** August 5, 2020 **SUBMITTED BY:** Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

### Summary/Background:

Property suffered a structure fire in January 2019 and the owners have not demolished/removed the structure. Neighbors have been complaining about the property, that it is a nuisance and brings down the moral and property values in the neighborhood. Structure is unsafe and dangerous to the life, health property or safety of the public and is uninhabitable and beyond repair. Certified letters were sent on 3/5/2020; 6/10/2020, 7/23/2020, and were returned as undeliverable. Copies of the letters were posted/delivered same days as referenced. Property owner's brother did contact my office by phone and made an appointment for May 6<sup>th</sup> to request more time. He met with myself and City Manager to say he lived in the camper next to the residence and stated his brother, the property owner was living in the burned structure, and he himself was not responsible for the property or structure and agreed the property needed to be demolished and cleaned up and his brother needed to be removed. He was advised that pursuant to Municipal Code Chapter 16 Article XI Sec. 11-11-6 Recreational vehicles, boats, camping and travel trailers, and truck campers shall not be used as permanent dwellings or immobile living quarters and he was advised to move camper to an RV park. He stated the vehicle was not movable at that time and requested more time. He was advised that he needed to show substantial progress within 30 days for any further extension to be granted. I visited the site on June 8<sup>th</sup> and very little progress had been made. 2<sup>nd</sup> notice was delivered by T or C Police Dept. June 10<sup>th</sup> for posting and officer spoke with the brother who stated property owner was deceased and he was going to sell the property. Letter of intent to file a Resolution was posted on July 23<sup>rd</sup> by Police Department. No contact was made.

### **Recommendation:**

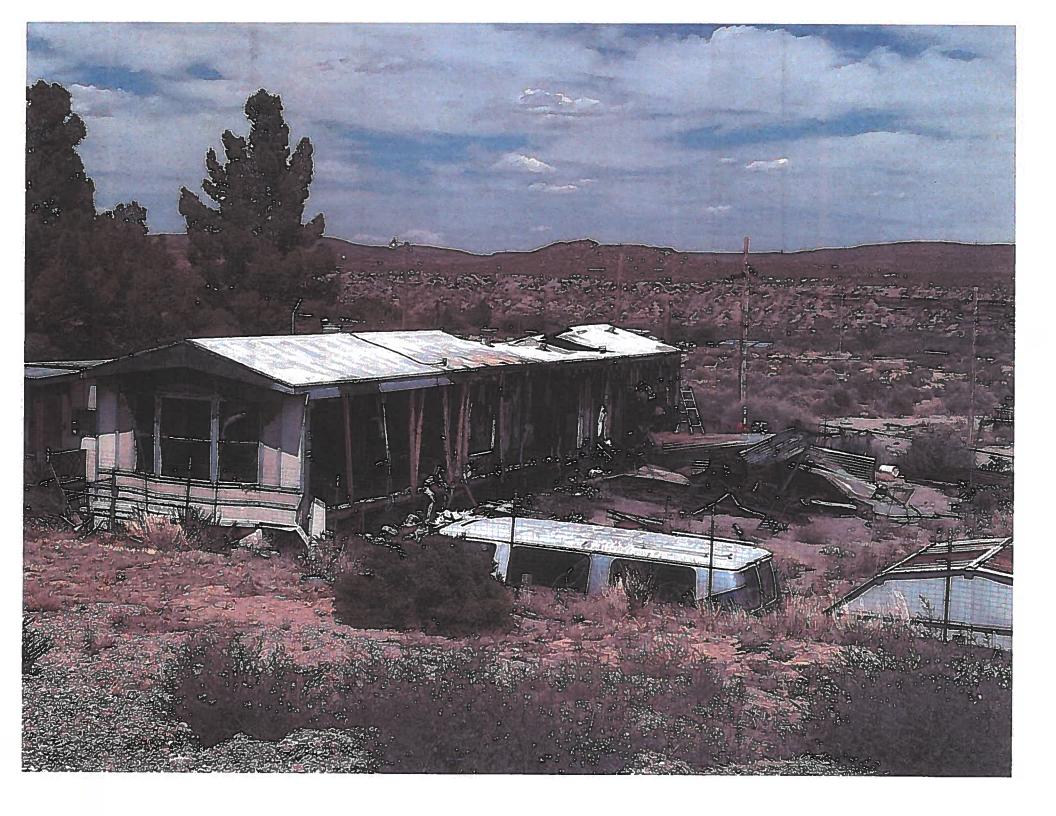
Approve Resolution 10 20-21

#### **Attachments:**

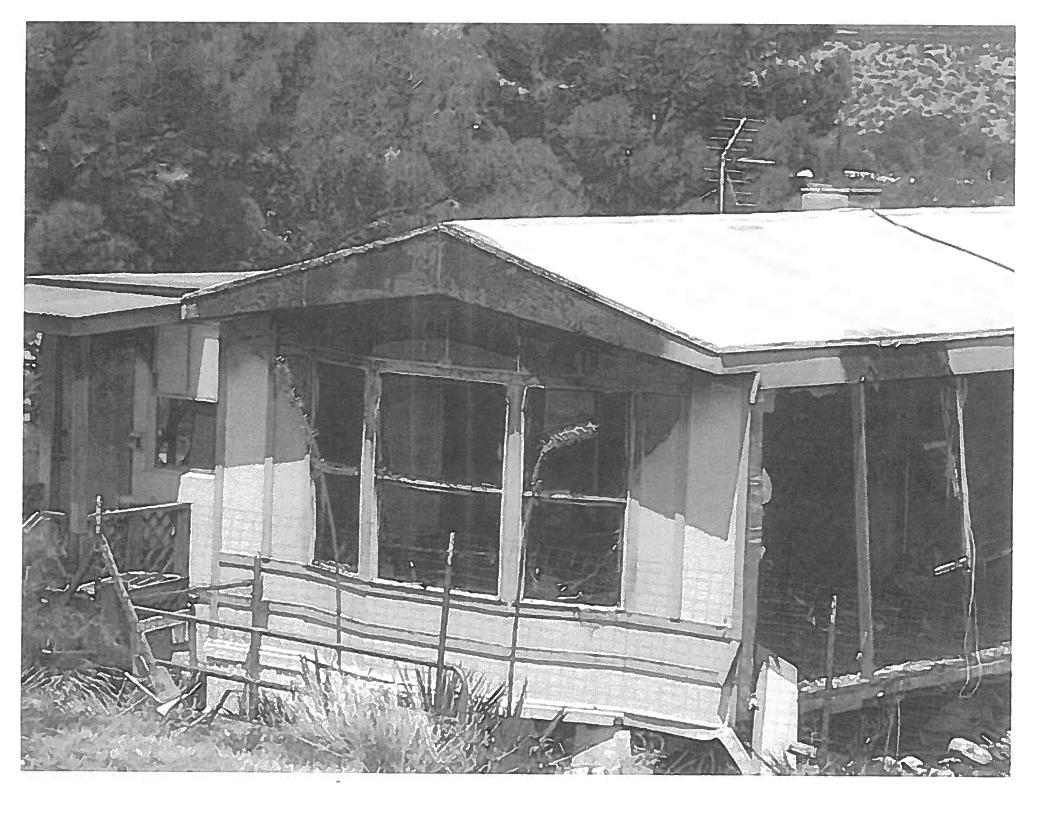
- Pictures
- Property Inspection Checklist
- Resolution 9 20/21
- Municipal Code -Chapter 4 Article IV Sec. 4-226 thru 4-235 Dangerous and Unsafe Structures;
   Chapter 6 Article VI Sec. 6-71 thru 6-84– Weeds, Alleys, Junk, Trash and Refuse and Chapter 11
   Article I sect 11-9 Accumulation of refuse prohibited

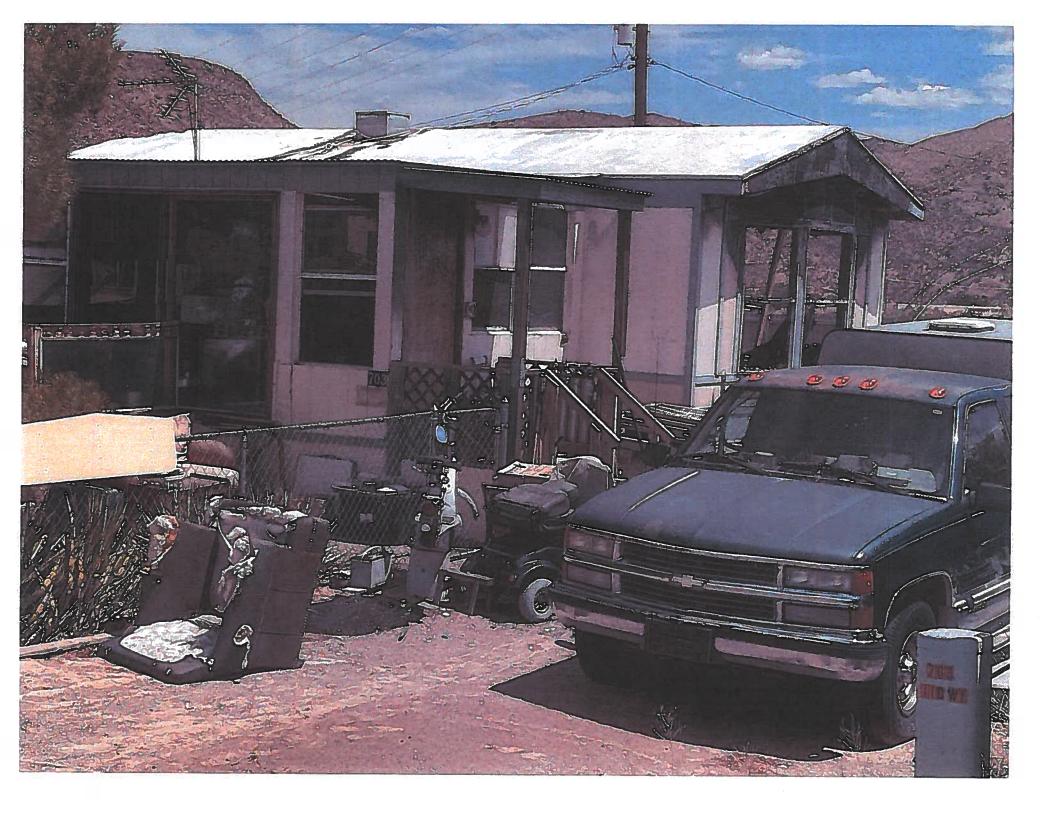
Fiscal Impact (Finance): Choose an item.

Click here to enter text.

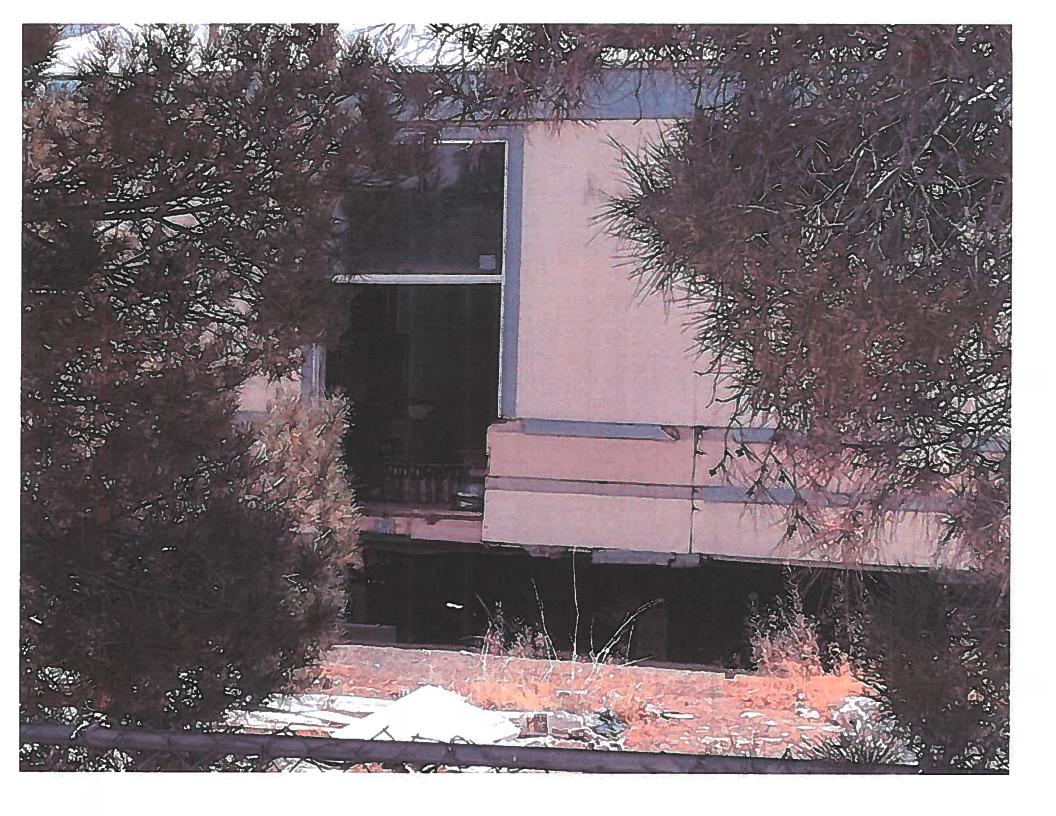


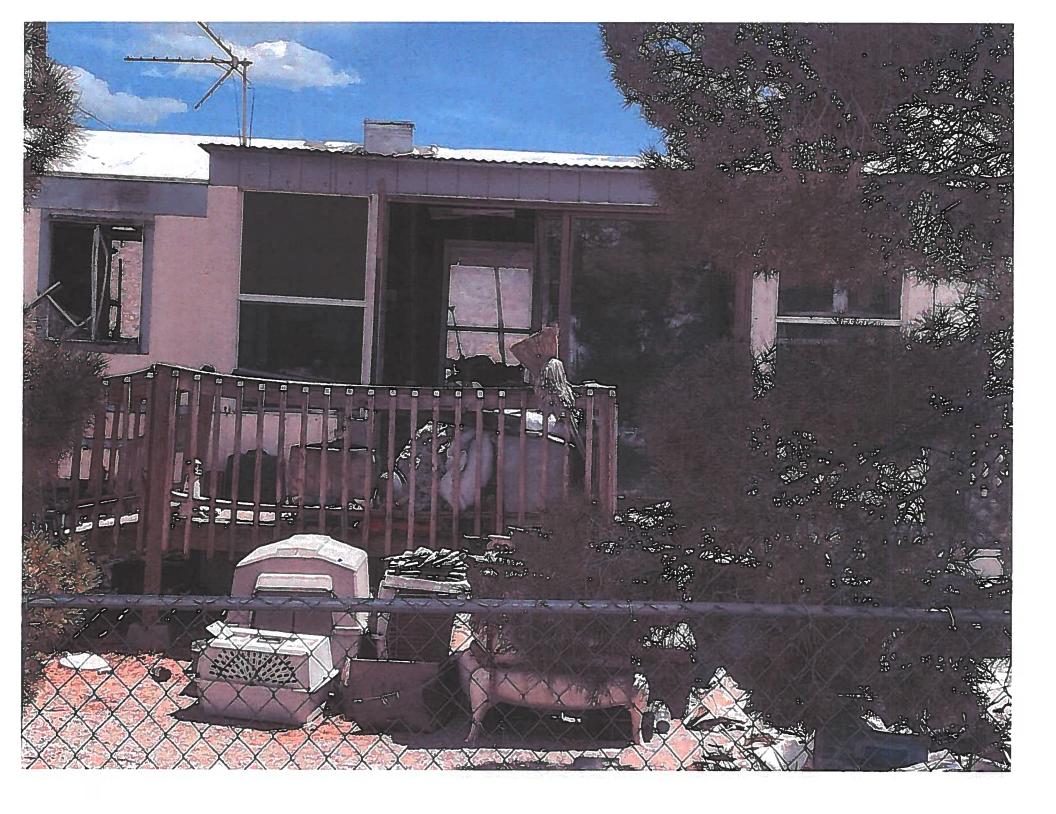












### PROPERY INSPECTION CHECKLIST

# Inspection Date 7-23-2020 Address 703 Sicavilla Way

- Any door which is unsecured or any door, aisle, passageway, stairway or other means of egress, including windows, that does not conform to the current New Mexico Building Code and Fire Code as adopted by the authority having jurisdiction relating to the requirement for existing buildings.

  The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

  Any portion of a building, structure, or appurtenance that has been damaged by fire,
- earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

  Damage of any origin sustained by a structure whereby the cost of restaring the extent.
- Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads required by the New Mexico Building Code.
- The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
- The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- Any building or structure has been constructed, exists or is maintained in violation of any specific requirements or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the enforcement officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Any portion of a building remaining on a site after a demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.



# A RESOLUTION FINDING THE PROPERTY AT 703 JICARILLA WAY, TRUTH OR CONSEQUENCES, NM, TO BE A DANGEROUS AND UNSAFE STRUCTURE AND AUTHORIZING DEMOLITION.

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

WHEREAS, pursuant to City Code Chapter 4, Article IV Section 4-226 through 4-235 regarding dangerous and unsafe structures, City administration has identified the structure located at Mims 3<sup>rd</sup> Sub Replat, Block 4-A Lot 6, otherwise known as 703 Jicarilla Way to be a dangerous building. The violations include, but are not necessarily limited to, those items listed in the July 23, 2020 Inspection Report, a copy of which is attached hereto as Exhibit 1.

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

- 1. Certified letters were sent stating the violation and action to be taken by the owner(s).
- 2. The certified letters were duly sent to all those known to have an interest in the property. The certified letters were not claimed.
- 3. The owners were allowed at least 15 days from receipt of the letter to take action.
- 4. Commission action is now needed to approve the demolition of the structure(s), and;

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

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

The City of Truth or Consequences through its Governing Body agrees to direct staff to take all actions necessary to implement the removal of structure(s) at 703 Jicarilla Way, Truth or Consequences NM.

The City may also claim and record a lien for the reasonable cost of removal of the structure(s) and related materials, and associated legal fees plus interest, pursuant to 3-18-5, NMSA.

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

PASSED, APPROVED AND ADOPTED THIS 12th DAY OF AUGUST, 2020.

	CITY OF TRUTH OR CONSEQUENCES
	By Sandra Whitehead, Mayor
ATTEST:	·
Angela Torres, City Clerk	

ARTICLE IV. - DANGEROUS AND UNSAFE STRUCTURES

Sec. 4-226. - Penalty.

Violations of this article are punishable as provided in section 1-10.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-227. - Prohibited.

It shall be unlawful for any person or persons, corporation or entity to:

- (1) Maintain or permit the existence of any dangerous or unsafe building or structure within the city;
- (2) Fail to repair, remodel or renovate any building or structure designated as dangerous or unsafe, or any building moved within the city;
- (3) For the owner, occupant, or person in custody of any dangerous building to allow or permit the same to remain in a dangerous condition and to permit any building or structure to be occupied while it is or remains in a dangerous condition.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-228. - Unsafe structures or premises.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-229. - Dangerous structures or premises.

For the purpose of this Code, any building, structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

- (1) Any door which is unsecured or any door, aisle, passageway, stairway or other means of egress, including windows, that does not conform to the current New Mexico Building Code and Fire Code as adopted by the authority having jurisdiction relating to the requirement for existing buildings.
- (2) The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
- (3) Any portion of a building, structure, or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
- (4) Damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure

- before the damage occurred.
- (5) Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads required by the New Mexico Building Code.
- (6) The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
- (7) The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- (8) Any building or structure has been constructed, exists or is maintained in violation of any specific requirements or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
- (9) A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the enforcement officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
- (10) Any portion of a building remaining on a site after a demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-230. - Determination.

When the building inspector suspects that a building or structure may be unsafe or dangerous, he shall perform a complete inspection and generate a report on the condition of the structure.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-231. - Procedure to abate.

- (a) Whenever the building inspector shall be of the opinion that any building or structure in the city is a dangerous or unsafe building, the building inspector shall prepare a written notice to be served upon the legal owner of record thereof, and upon the occupant thereof, if any, by certified mail or by personal service to the last known address. Such notice shall state that the building has been declared to be in a dangerous condition, and that such dangerous condition(s) must be removed or remedied by repairing or altering the building or by demolishing it; and that the condition must be remedied within a fixed period of time not to exceed 90 days.
- (b) Based on the report submitted by the aforementioned official, the city commission may, by formal

resolution, find the property to be dangerous. A copy of the resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises. If the owner, as shown by the real estate records of the county clerk, occupant or agent in charge of the building, structure or premises cannot be served within the city, a copy of the resolution shall be posted on the building, structure or premises and a copy of the resolution shall be published one time.

(Ord. No. 640, § 1, 9-24-13)

#### Sec. 4-232. - Removal and appeal.

- (a) Within ten days of the receipt of a copy of the resolution or of the posting and publishing of a copy of the resolution, the owner, occupant or agent in charge of the building, structure or premises shall commence removing the building, structure, ruin, rubbish, wreckage or debris, or file a written objection with the city clerk asking for a hearing before the governing body of the municipality.
- (b) If a written objection is filed as required in this section, the city shall:
  - (1) Fix a date for a hearing on its resolution and the objection;
  - (2) Consider all evidence for and against the removal resolution at the hearing; and
  - (3) Determine if its resolution should be enforced or rescinded.
- (c) Any person aggrieved by the determination of the governing body may appeal to the district court by:
  - (1) Giving notice of appeal to the governing body within five days after the determination made by the governing body; and
  - (2) Filing a petition in the district court within 20 days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.
- (d) If the owner, occupant or agent in charge of the building, structure or premises fails to commence removing the building, structure, ruins, rubbish, wreckage or debris:
  - (1) Within ten days of being served a copy of the resolution or of the posting and publishing of the resolution; or
  - (2) Within five days of the determination by the governing body that the resolution shall be enforced; or
  - (3) After the district court enters judgment sustaining the determination of the governing body, the municipality may remove the building, structure, ruins, rubbish, wreckage or debris at the cost and expense of the owner. The reasonable cost of the removal shall constitute a lien against the building, structure, ruin, rubbish, wreckage or debris so removed and against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided in sections 3-36-1 through 3-36-6 NMSA 1978.
- (e) The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.
- (f) Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-233. - Recording of lien; interest rate on lien.

- (a) It shall be the duty of the city clerk to make out, sign, attest, file and record in the office of the county clerk, a claim of lien upon premises described in any delinquent assessment roll.
- (b) Such lien shall bear interest at the rate of eight percent per annum from the date of filing until paid, together with reasonable attorney fees for the foreclosure of same.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-234. - Emergency action.

In cases where it reasonably appears that there is immediate danger to the life or safety of any person unless a dangerous building is immediately repaired, vacated, or demolished, the building inspector shall report such facts to the city manager or his designee, and the city manager or his designee shall cause the immediate repair, vacation, or demolition of such dangerous building. The costs of such emergency, repair, vacation, or demolition of such dangerous building shall be collected in the same manner as provided in sections <u>4-232</u> and <u>4-233</u>.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-235. - Owner is absent from the city.

In the cases, except emergency cases, where the owner, occupant, lessee, or mortgagee is absent from the city, all notices or orders provided for in this article shall be sent by registered mail to the owner, occupant, mortgagee, lessee, and all other persons having an interest in the building, as shown by the land records of the Recorder of Deeds of the County of Sierra, to the last known address of each, and a copy of such notice shall be posted in a conspicuous place on the dangerous building to which it relates. Such mailing and posting shall be deemed adequate service.

(Ord. No. 640, § 1, 9-24-13)

Secs. 4-236-4-300. - Reserved.

8/4/2020

ARTICLE VI. - WEEDS, ALLEYS, JUNK, TRASH AND REFUSE

Sec. 6-71. - Penalty.

Violations of this article are punishable as provided in section 1-10.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-72. - Declaration of nuisance; unlawful.

In the interest of the inhabitants of the City, it is necessary to prohibit the accumulation of junk, trash, solid waste, debris, garbage and refuse on property within the corporate limits of the City by declaring such accumulation a nuisance. Violations of this article are a public nuisance.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-73. - Disposal restricted generally.

It shall be unlawful for any reason for any person to keep, store, deposit, sweep, place or throw solid waste, garbage, rubbish or other solid waste materials in or upon any sidewalk, street, alley, river, arroyo, irrigation ditch, or unoccupied premises or lots, or upon private property, whether owned by such person or not, within the City, unless otherwise provided in this Code.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-74. - Unsanitary premises.

It shall be unlawful for any person to permit or cause to remain in or about his premises any solid waste, garbage, rubbish, weeds, automobiles not in operating condition, wastewater or any conglomeration of residue thereof, which emits odors or serves as a feeding or breeding place for flies, insects or rodents, and which is unsanitary or injurious to public health.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-75. - Hazardous premises.

It shall be unlawful for any person to permit in or about his premises trees, weeds, briars, brush, shrubs, machinery, appliances, scrap metal, lumber, logs, pilings, open pits, quarry, cistern, well or other excavation without barriers, or any other waste, rubbish, or debris to become, in any way, hazardous or injurious to public health, to create a fire danger, or to obstruct pedestrian or vehicular traffic.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-76. - Accumulation of solid waste.

No person shall allow any solid waste, garbage, or rubbish to accumulate upon premises owned, leased, rented or occupied, except in the manner herein provided.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-77. - Storage on private property.

It shall be unlawful for any person to leave outside any building or dwelling in the City any dilapidated furniture, appliances, machinery, equipment, building material, junk, or other items which are either wrecked, junked, dismantled or in inoperative condition, and which are not completely enclosed within a building or dwelling, or behind a privacy fence. All fences must be permitted and constructed as provided in chapter 26, land use.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-78. - Weeds, responsibility of owner.

It shall be unlawful for any owner, agent, lessee, or occupant of any lots, tracts or parcels of land within the City to allow weeds to be planted, lie, grow or be located upon any such property or along any street adjoining the same between the property line and the curb line thereof. Weeds include, but are not limited to:

African Rue/Peganum Harmala

Arundo/Arundo Donax

Black Henbane/Hyoscyamus Niger

Bull Thistle/Cirsium Vulgare

Camelthorn/Alhagi Maurorum

Canada Thistle/Cirsiom Arvense

Cheatgrass/Bromus Tectorum

Crimson Fountaingrass/Pennisetum Setaceum

Dalmatian Toadflax/Linaria Dalmatica

Diffuse Knapweed/Centaurea Diffusa

Dryers Woad/Isatis Tinctoria

Eurasian Watermilfoil/Myriophyllum Spicatum

Giant Salvinia/Salvina Molesta

Halogeton/Halogeton Glomeratus

Hoary Cress/Caldaria Spp.

Hydrillia/Hydrilla Verticillata

Leafy Spurge/Euphorbia Esula

Malta Starthistle/Centaurea Melitensis

Meadow Knapweed/Centaurea Pratensis

Musk Thistle/Carduus Nutans

Onionweed/Asphodelus Fistulosus

Oxeye Daisy/Leucanthemum Vulgare

Parrotfeather/Myriophyllum Aquaticum

Perennial Pepperweed/Lepidium Latifolium

Poison Hemlock/Conium Maculatum

Purple Loosestrife/Lythrum Salicaria

Purple Starthistle/Lythrum Salicaria

Quackgrass/Elytrigia Repens

Russian Knapweed/Acroptilon Repens

Russian Olive/Elaeagnus Angustifolia L.

Sahara Mustard/Brassica Tournefortii

Salt Cedar/Tamarix Spp.

Scotch Thistle/Onoprodum Acanthium

Siberian Elm/Ulmus Pumila

Spotted Knapweed/Centaurea Biebersteinii

Yellow Starthistle/Centaurea Solstitialis

Yellow Toadflax/Linaria Vulgaris

(Ord. No. 646, § 1, 11-12-13; Ord. No. 653, § 1, 4-22-14)

Sec. 6-79. - Reserved.

**Editor's note**— Section 2 of Ord. No. 653, adopted April 22, 2014, repealed § 6-79 which pertained to invasive species and noxious weeds, planting prohibited, and derived from Ord. No. 646, § 1, adopted Nov. 12, 2013.

Sec. 6-80. - Alleys.

It shall be unlawful for any owner, agent, lessee, or occupant of any lots, tracts or parcels of land within the City to allow weeds, shrubs, trees, or rubbish to become, in any way, hazardous or injurious to public health or to obstruct pedestrian and vehicular traffic on or along any alley adjoining the same between the property line and the center of such alley.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-81. - Notice of nuisance.

Any Enforcement Officer or City employee designated by the City Manager, upon observing any violation of this article, shall issue a notice directed to the owner of record of the property on which the nuisance occurs, or to the occupant or tenant of the property, or both. The notice shall describe the violation and shall establish a reasonable time limit for abatement thereof by the owner, occupant or tenants, which limit shall be not less than two days or more than 30 days after service of the notice. The notice may be served either personally or by mail at the owner's or occupant's last known address of record. If such owner cannot be served, a copy of the ordinance from which this article derives shall be posted on the property.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-82. - Criminal complaint.

In the event the owner or occupant of the property where the nuisance violation exists has failed, within the prescribed period of compliance, to abate the nuisance, then the City may file a criminal complaint with the municipal court, demanding that the owner of the property, or the occupant thereof, or both, be held to answer to the court for the violation of this article.

(Ord. No. 646, § 1, 11-12-13; Ord. No. 653, § 3, 4-22-14)

**Editor's note**— Section 3 of Ord. No. 653, adopted April 22, 2014, changed the title of § 6-82 from "Citation" to "Criminal complaint."

8/4/2020

Sec. 6-83. - Removal of nuisance.

In the event that a person, owner, or occupant in charge of property fails to remove the nuisance and upon a judicial determination by the Municipal Judge, the City may enforce this article in any manner consistent with the law including, but not limited to, removal of the nuisance and collection of reasonable costs of labor, equipment and materials. Failure to pay these costs shall result in a lien against the subject property for these costs, which may be enforced as provided in NMSA 1978 § 3-36-1 et seq. The lien may include an interest charge of eight percent per annum.

(Ord. No. 646, § 1, 11-12-13; Ord. No. 653, § 4, 4-22-14)

Sec. 6-84. - Injunctions.

The City Police Department, City Attorney, Enforcement Officer, or any other official of the City, when a nuisance exists as set forth in this article, may maintain a complaint in the name of the City, perpetually, to enjoin all persons from maintaining or permitting the nuisance and to abate the same.

(Ord. No. 646, § 1, 11-12-13)

Secs. 6-85--6-90. - Reserved.

Sec. 11-9. - Accumulation of refuse prohibited.

It shall be unlawful for any person to deposit, collect, or accumulate or permit the deposit, collection, or accumulation of any refuse within the City.

(Code 1962, § 8-3-9)



### City of Truth or Consequences

#### **AGENDA REQUEST FORM**

MEETING DATE: August 12, 2020

Agenda Item #: <u>G.5</u>

**SUBJECT:** 

RESOLUTION 11 20/21 REQUIRING THE PROMPT REMOVAL OF ACCUMULATED RUBBISH,

WRECKAGE, AND DEBRIS FROM THE PROPERTY AT 630 CHARLES.

**DEPARTMENT:** 

**Community Development** 

**DATE SUBMITTED:** August 5, 2020 **SUBMITTED BY:** Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

#### Summary/Background:

Since at least February 20, 2019 there has existed an accumulation of rubbish, wreckage and debris on the residential property at 630 Charles and the accumulated rubbish, wreckage and debris violates the City's ordinances relating to the use of residential property and, in particular, violates Section 6-72 of the City's Code of Ordinances, prohibiting the accumulation and presence of materials that would inhibit reasonable egress from the Property and reasonable access to the property by the Fire Department in the event of fire or other emergency; and constitutes a menace to the public comfort, health, safety and welfare. Property owners were taken to court March 2019 and the court has ruled against the owner and has imposed fines. Owner has removed a small amount of rubbish, wreckage and debris from the Property but on the whole the Owner has been recalcitrant and refused to comply with the instructions of the Court, so that a large amount of rubbish, wreckage and debris remains. Owner was served final notice on 7-23-2020 posted to the property. Owner did contact my offices stating she has been removing refuse. Inspection of property on 8/3/2020 again showed little progress being made, attempted contact via phone to owner, number no longer valid. Neighbors have been complaining about the property, stating that it is a nuisance and brings down the moral and property values in the neighborhood, it smells and is causing rodents and bugs to accumulate on neighboring properties.

#### **Recommendation:**

Approve Resolution 11 20-21

#### Attachments:

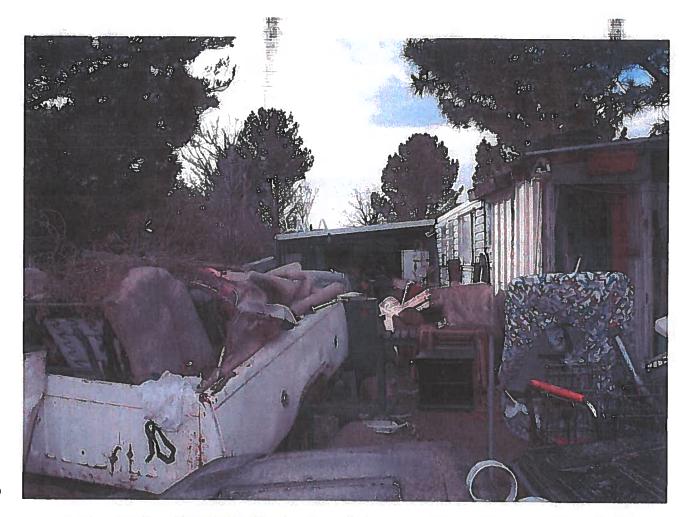
- Pictures
- Property Inspection Checklist
- Resolution 11 20/21
- Municipal Code Chapter 6 Article VI Sec. 6-71 thru 6-84- Weeds, Alleys, Junk, Trash and Refuse and Chapter 11 Article I sect 11-9 Accumulation of refuse prohibited

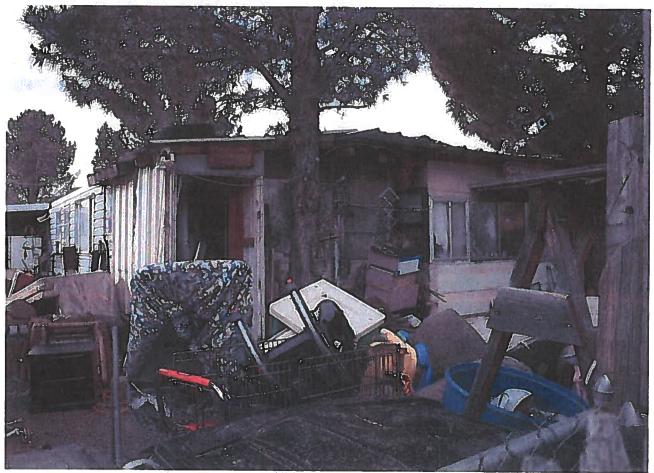
Fiscal Impact (Finance): Choose an item.

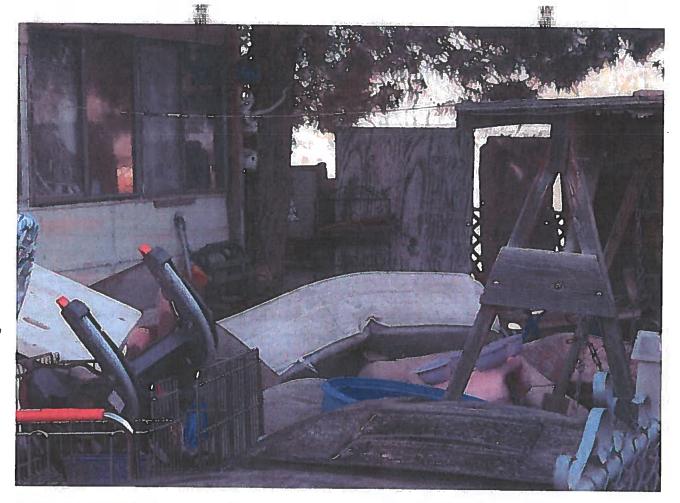
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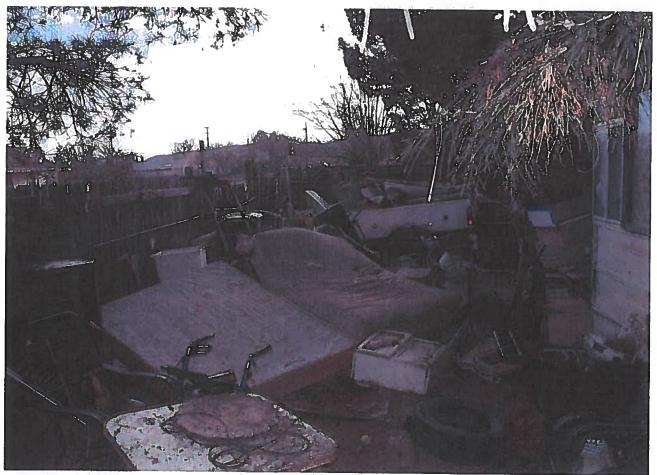
Legal Review (City Attorney): Yes

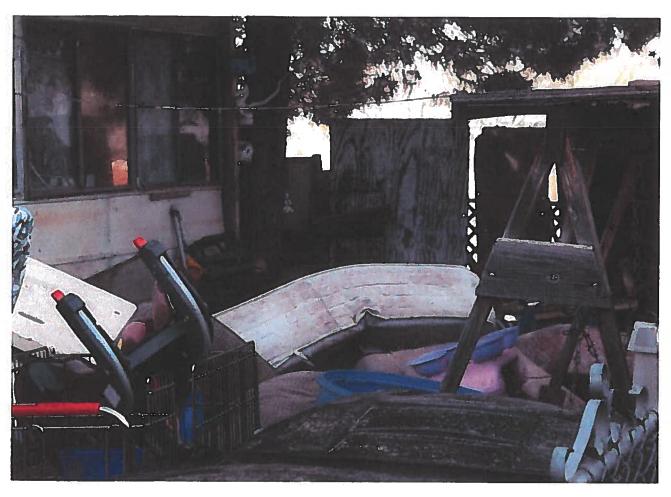
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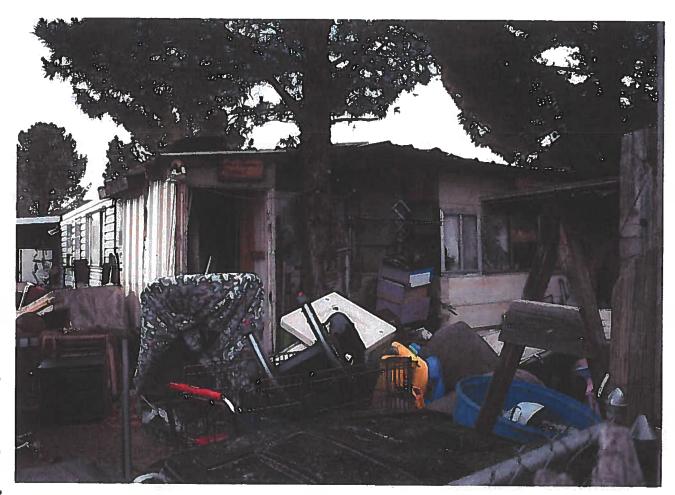


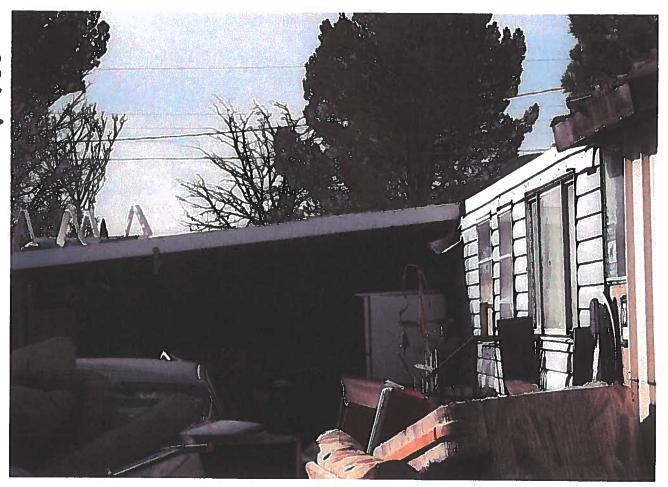


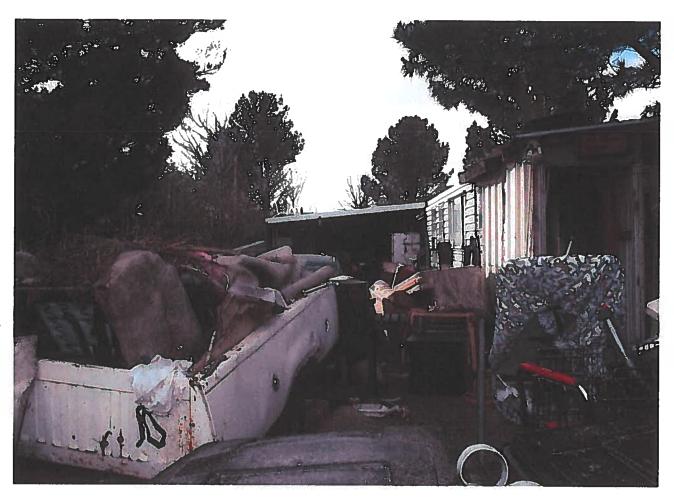






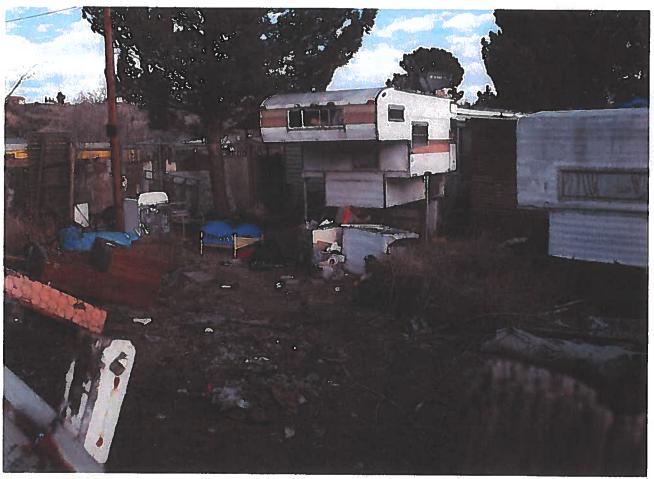






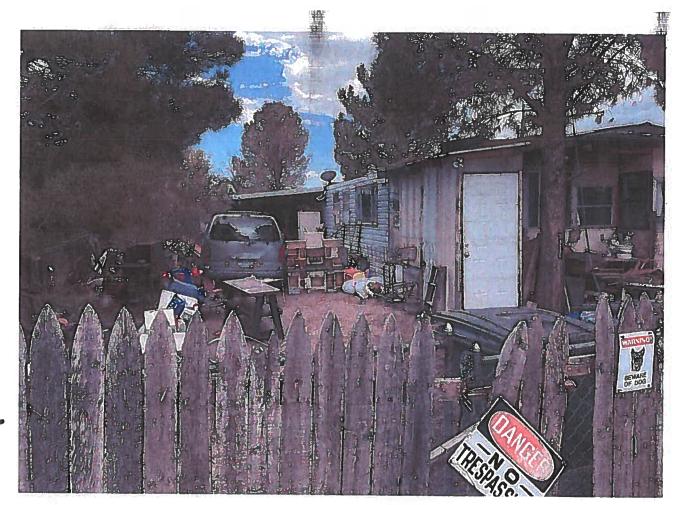


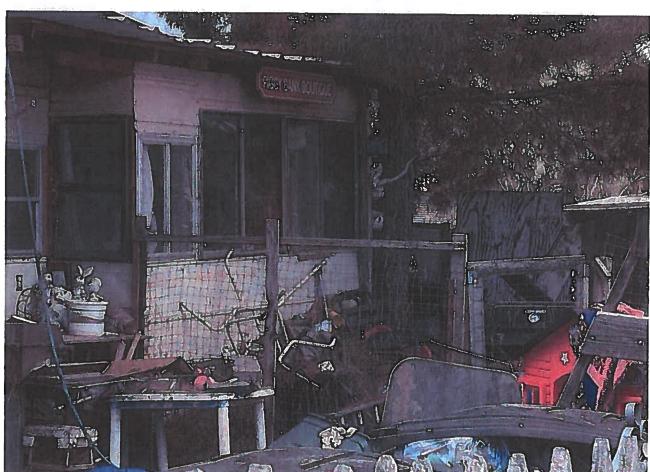


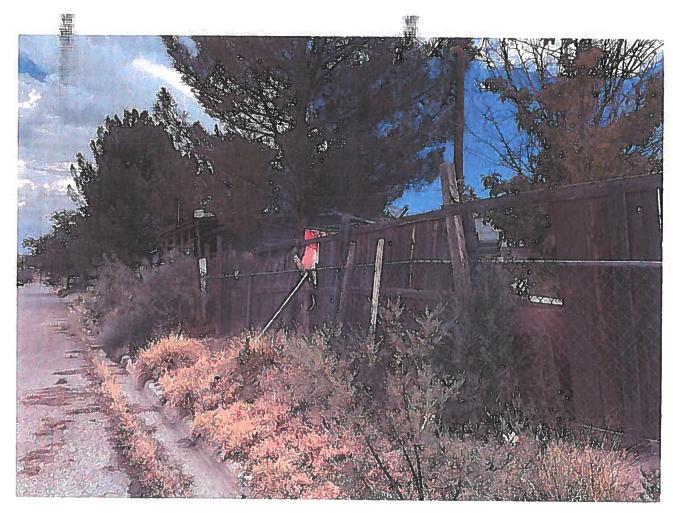


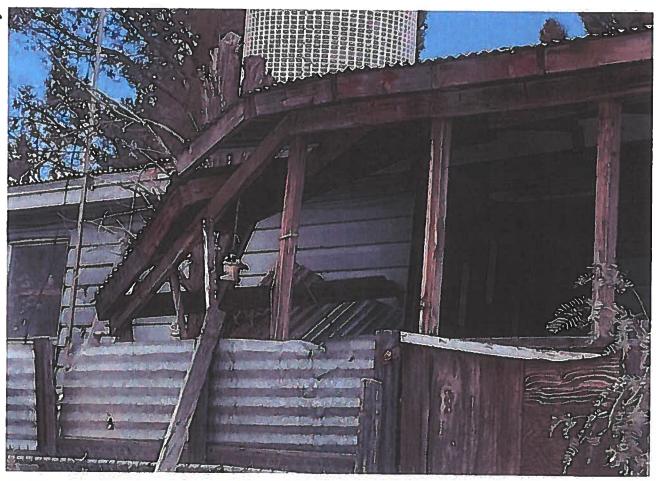


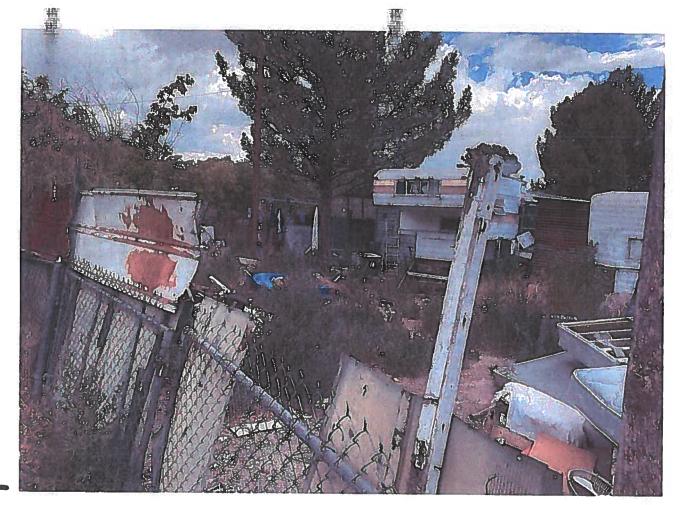


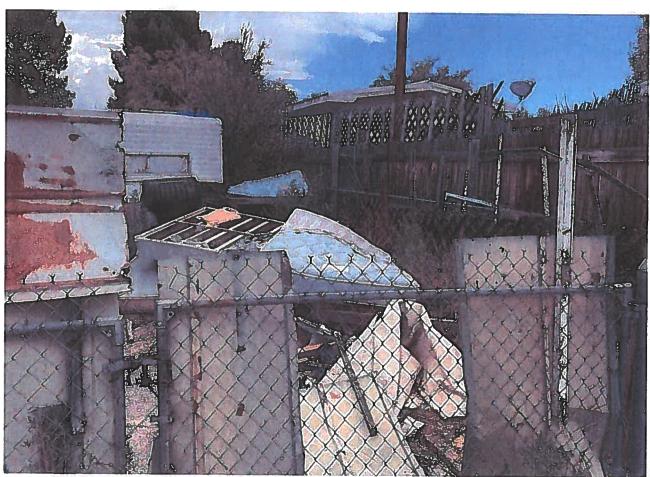


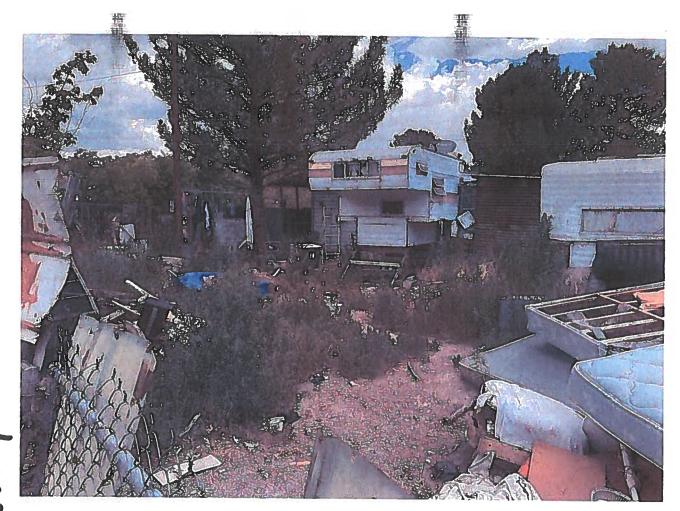


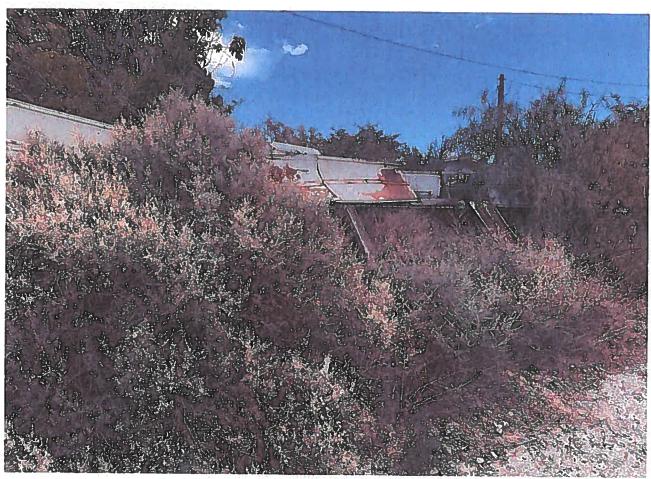












### PROPERY INSPECTION CHECKLIST

## Inspection Date 7-23-2020 Address 630 Charles

- Any door which is unsecured or any door, aisle, passageway, stairway or other means of egress, including windows, that does not conform to the current New Mexico Building Code and Fire Code as adopted by the authority having jurisdiction relating to the requirement for existing buildings.
- The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
- Any portion of a building, structure, or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
- Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads required by the New Mexico Building Code.
- The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
- The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
  - Any building or structure has been constructed, exists or is maintained in violation of any specific requirements or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

- A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the enforcement officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
- Any portion of a building remaining on a site after a demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.



#### CITY OF TRUTH OR CONSEQUENCES

#### **RESOLUTION NO. 11 20/21**

A RESOLUTION REQUIRING THE **PROMPT** REMOVAL OF ACCUMULATED RUBBISH, WRECKAGE, AND DEBRIS FROM THE PROPERTY AT 630 CHARLES, TRUTH OR CONSEQUENCES, NEW MEXICO: FINDING THAT THE PRESENCE OF THE RUBBISH. WRECKAGE AND DEBRIS IS A MENACE TO THE PUBLIC COMFORT, HEALTH, SAFETY AND WELFARE; PROVIDING THAT THE OWNER. OCCUPANT OR AGENT IN CHARGE OF THE PROPERTY MAY FILE WRITTEN OBJECTIONS TO THIS RESOLUTION AND SEEK A HEARING BEFORE THE GOVERNING BODY, AS PROVIDED BY STATUTE; **AUTHORIZING** THE CITY **MANAGER** TO **REMOVE** ACCUMULATED RUBBISH, WRECKAGE AND DEBRIS FROM THE PROPERTY AND DISPOSE OF IT IF THE OWNER, OCCUPANT OR AGENT IN CHARGE OF THE PROPERTY DOES NOT TIMELY DO SO; PROVIDING THAT THE CITY OF TRUTH OR CONSEQUENCES SHALL RECOVER ITS COSTS INCURRED FOR THE REMOVAL AND DISPOSAL OF THE RUBBISH, WRECKAGE AND DEBRIS AS AND TO THE EXTENT PROVIDED BY STATUTE.

WHEREAS, it has been brought to the attention of the City Commission, the governing body (hereinafter, "Governing Body") of the City of Truth or Consequences (the "City") that since at least February 20, 2019 there has existed an accumulation of rubbish, wreckage and debris on the residential property at 630 Charles (the "Property"), which is located within the City; and

WHEREAS, on information and belief the Property is owned and occupied by Hazel Cook and Delroy McDaniel (hereinafter "Owner"); and

WHEREAS, the Governing Body is reliably informed that the presence of the accumulated rubbish, wreckage and debris violates the City's ordinances relating to the use of residential property and, in particular, violates Section 6-72 of the City's Code of Ordinances, prohibiting the accumulation and presence of materials that would inhibit reasonable egress from the Property and reasonable access to the property by the Fire Department in the event of fire or other emergency; and

WHEREAS, for the foregoing reasons the Governing Body finds that the presence of the accumulated rubbish, wreckage and debris constitutes a menace to the public comfort, health, safety and welfare, due to the fire hazard on the Property and the risk imposed on adjacent properties and public rights of way in the event of fire or other emergency, and must therefore be removed from the Property to protect the public health, safety and welfare; and

WHEREAS, the City brought enforcement action against the Owner seeking removal of the accumulated rubbish, wreckage and debris, in actions docketed as Cause No. 201900204-CC in the Municipal Court of the City of Truth or Consequences; and

WHEREAS, the Court in Cause No. 201900204-CC has ruled against the Owner, has held that the presence of the accumulated rubbish, wreckage and debris is in violation of the City's ordinances, and has imposed fines for the Owner's failure to remove the rubbish, wreckage and debris and their failure to bring the Property into compliance with the City's ordinances; and

WHEREAS, the Governing Body has reliably informed that the Owner has removed a small amount of rubbish, wreckage and debris from the Property and from adjacent areas where it had spilled over from the Property, but on the whole the Owner has been recalcitrant and refused to comply with the instructions of the Court, so that a large amount of rubbish, wreckage and debris remains; and

WHEREAS, the Owner, is unconcerned or defiant as to the rulings of the Court, even when facing the prospect of fines or imprisonment; and

WHEREAS, the Governing Body has authority to require the removal and disposal of the accumulated rubbish, wreckage and debris from the Property pursuant to Section 3-18-5, NMSA 1978, and the procedures and safeguards set forth in this Resolution; and

WHEREAS, pursuant to Section 3-18-5(F) NMSA 1978, the costs incurred by the City for the removal and disposal of the accumulated rubbish, wreckage and debris shall constitute a lien on the Property where it is located, which lien may be foreclosed in accordance with Sections 3-36-1 through 3-36-6, NMSA 1978.

# NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Truth or Consequences, New Mexico, that:

- 1. By this Resolution and in accordance with Section 3-18-5, NMSA 1978, Owner is ordered to promptly remove all accumulated rubbish, wreckage and debris from the Property and either dispose of it or, to the extent any of it may be usable for any purpose, Owner may store it safely in an appropriate legal location outside the City, or within the City in a location where storage of such materials is permitted under the City's Code of Ordinances and in accordance with the requirements of all applicable City ordinances.
- 2. Removal of the accumulated rubbish, wreckage and debris shall commence and be completed no later than ten (10) business days following service of this Resolution upon Owner, which service shall be deemed complete upon the mailing of a copy of this Resolution to

Owner at his last known mailing address and the posting of a copy of this Resolution on the Property.

- 3. In the event that removal of the accumulated rubbish, wreckage and debris is not commenced and completed by or on behalf of Owner within the time period specified herein or such extension or extensions of time as may be lawfully required in accordance with Section 3-18-5, NMSA 1978, then the City Manager shall and is hereby instructed to cause the removal and disposal of the rubbish, wreckage and debris in the manner provided by Section 3-18-5, NMSA 1978. As provided in Section 3-18-5(F), the reasonable costs incurred by the City to remove and dispose of the rubbish, wreckage and debris, and thus to bring the Property into compliance with applicable City ordinances and regulations so that it no longer impairs the public health, safety and welfare, shall be a lien upon the Property and shall be foreclosed in the manner provided by Sections 3-36-1 through 3-36-6, NMSA 1978.
- 4. If the Owner or any occupant of the Property or agent of the Owner of the Property objects to this Resolution or any provision hereof, such Owner, occupant or agent may, within ten (10) days following service of this Resolution as provided herein, file written objections in the office of the City Clerk of the City of Truth or Consequences and the City will thereupon provide for a hearing before the Governing Body to consider this Resolution and the objections, in accordance with Section 3-18-5(D), NMSA 1978.

**PASSED, APPROVED AND ADOPTED** by the Governing Body of the City of Truth or Consequences, New Mexico, this 12<sup>th</sup> day of August, 2020.

	APPROVED:
	SANDRA WHITEHEAD - Mayor
ATTEST:	
Angela A. Torres	

ARTICLE IV. - DANGEROUS AND UNSAFE STRUCTURES

Sec. 4-226. - Penalty.

Violations of this article are punishable as provided in section 1-10.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-227. - Prohibited.

It shall be unlawful for any person or persons, corporation or entity to:

- (1) Maintain or permit the existence of any dangerous or unsafe building or structure within the city;
- (2) Fail to repair, remodel or renovate any building or structure designated as dangerous or unsafe, or any building moved within the city;
- (3) For the owner, occupant, or person in custody of any dangerous building to allow or permit the same to remain in a dangerous condition and to permit any building or structure to be occupied while it is or remains in a dangerous condition.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-228. - Unsafe structures or premises.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-229. - Dangerous structures or premises.

For the purpose of this Code, any building, structure or premises that have any or all of the conditions or defects described below shall be considered dangerous:

- (1) Any door which is unsecured or any door, aisle, passageway, stairway or other means of egress, including windows, that does not conform to the current New Mexico Building Code and Fire Code as adopted by the authority having jurisdiction relating to the requirement for existing buildings.
- (2) The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
- (3) Any portion of a building, structure, or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
- (4) Damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure

- before the damage occurred.
- (5) Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads required by the New Mexico Building Code.
- (6) The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
- (7) The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- (8) Any building or structure has been constructed, exists or is maintained in violation of any specific requirements or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
- (9) A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the enforcement officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
- (10) Any portion of a building remaining on a site after a demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-230. - Determination.

When the building inspector suspects that a building or structure may be unsafe or dangerous, he shall perform a complete inspection and generate a report on the condition of the structure.

(Ord. No. 640, § 1, 9-24-13)

#### Sec. 4-231. - Procedure to abate.

- (a) Whenever the building inspector shall be of the opinion that any building or structure in the city is a dangerous or unsafe building, the building inspector shall prepare a written notice to be served upon the legal owner of record thereof, and upon the occupant thereof, if any, by certified mail or by personal service to the last known address. Such notice shall state that the building has been declared to be in a dangerous condition, and that such dangerous condition(s) must be removed or remedied by repairing or altering the building or by demolishing it; and that the condition must be remedied within a fixed period of time not to exceed 90 days.
- (b) Based on the report submitted by the aforementioned official, the city commission may, by formal

resolution, find the property to be dangerous. A copy of the resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises. If the owner, as shown by the real estate records of the county clerk, occupant or agent in charge of the building, structure or premises cannot be served within the city, a copy of the resolution shall be posted on the building, structure or premises and a copy of the resolution shall be published one time.

(Ord. No. 640, § 1, 9-24-13)

### Sec. 4-232. - Removal and appeal.

- (a) Within ten days of the receipt of a copy of the resolution or of the posting and publishing of a copy of the resolution, the owner, occupant or agent in charge of the building, structure or premises shall commence removing the building, structure, ruin, rubbish, wreckage or debris, or file a written objection with the city clerk asking for a hearing before the governing body of the municipality.
- (b) If a written objection is filed as required in this section, the city shall:
  - (1) Fix a date for a hearing on its resolution and the objection;
  - (2) Consider all evidence for and against the removal resolution at the hearing; and
  - (3) Determine if its resolution should be enforced or rescinded.
- (c) Any person aggrieved by the determination of the governing body may appeal to the district court by:
  - (1) Giving notice of appeal to the governing body within five days after the determination made by the governing body; and
  - (2) Filing a petition in the district court within 20 days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.
- (d) If the owner, occupant or agent in charge of the building, structure or premises fails to commence removing the building, structure, ruins, rubbish, wreckage or debris:
  - (1) Within ten days of being served a copy of the resolution or of the posting and publishing of the resolution; or
  - (2) Within five days of the determination by the governing body that the resolution shall be enforced; or
  - (3) After the district court enters judgment sustaining the determination of the governing body, the municipality may remove the building, structure, ruins, rubbish, wreckage or debris at the cost and expense of the owner. The reasonable cost of the removal shall constitute a lien against the building, structure, ruin, rubbish, wreckage or debris so removed and against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided in sections 3-36-1 through 3-36-6 NMSA 1978.
- (e) The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.
- (f) Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-233. - Recording of lien; interest rate on lien.

- (a) It shall be the duty of the city clerk to make out, sign, attest, file and record in the office of the county clerk, a claim of lien upon premises described in any delinquent assessment roll.
- (b) Such lien shall bear interest at the rate of eight percent per annum from the date of filing until paid, together with reasonable attorney fees for the foreclosure of same.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-234. - Emergency action.

In cases where it reasonably appears that there is immediate danger to the life or safety of any person unless a dangerous building is immediately repaired, vacated, or demolished, the building inspector shall report such facts to the city manager or his designee, and the city manager or his designee shall cause the immediate repair, vacation, or demolition of such dangerous building. The costs of such emergency, repair, vacation, or demolition of such dangerous building shall be collected in the same manner as provided in sections <u>4-232</u> and <u>4-233</u>.

(Ord. No. 640, § 1, 9-24-13)

Sec. 4-235. - Owner is absent from the city.

In the cases, except emergency cases, where the owner, occupant, lessee, or mortgagee is absent from the city, all notices or orders provided for in this article shall be sent by registered mail to the owner, occupant, mortgagee, lessee, and all other persons having an interest in the building, as shown by the land records of the Recorder of Deeds of the County of Sierra, to the last known address of each, and a copy of such notice shall be posted in a conspicuous place on the dangerous building to which it relates. Such mailing and posting shall be deemed adequate service.

(Ord. No. 640, § 1, 9-24-13)

Secs. 4-236-4-300. - Reserved.

ARTICLE VI. - WEEDS, ALLEYS, JUNK, TRASH AND REFUSE

Sec. 6-71. - Penalty.

Violations of this article are punishable as provided in section 1-10.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-72. - Declaration of nuisance; unlawful.

In the interest of the inhabitants of the City, it is necessary to prohibit the accumulation of junk, trash, solid waste, debris, garbage and refuse on property within the corporate limits of the City by declaring such accumulation a nuisance. Violations of this article are a public nuisance.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-73. - Disposal restricted generally.

It shall be unlawful for any reason for any person to keep, store, deposit, sweep, place or throw solid waste, garbage, rubbish or other solid waste materials in or upon any sidewalk, street, alley, river, arroyo, irrigation ditch, or unoccupied premises or lots, or upon private property, whether owned by such person or not, within the City, unless otherwise provided in this Code.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-74. - Unsanitary premises.

It shall be unlawful for any person to permit or cause to remain in or about his premises any solid waste, garbage, rubbish, weeds, automobiles not in operating condition, wastewater or any conglomeration of residue thereof, which emits odors or serves as a feeding or breeding place for flies, insects or rodents, and which is unsanitary or injurious to public health.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-75. - Hazardous premises.

It shall be unlawful for any person to permit in or about his premises trees, weeds, briars, brush, shrubs, machinery, appliances, scrap metal, lumber, logs, pilings, open pits, quarry, cistern, well or other excavation without barriers, or any other waste, rubbish, or debris to become, in any way, hazardous or injurious to public health, to create a fire danger, or to obstruct pedestrian or vehicular traffic.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-76. - Accumulation of solid waste.

No person shall allow any solid waste, garbage, or rubbish to accumulate upon premises owned, leased, rented or occupied, except in the manner herein provided.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-77. - Storage on private property.

It shall be unlawful for any person to leave outside any building or dwelling in the City any dilapidated furniture, appliances, machinery, equipment, building material, junk, or other items which are either wrecked, junked, dismantled or in inoperative condition, and which are not completely enclosed within a building or dwelling, or behind a privacy fence. All fences must be permitted and constructed as provided in chapter 26, land use.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-78. - Weeds, responsibility of owner.

It shall be unlawful for any owner, agent, lessee, or occupant of any lots, tracts or parcels of land within the City to allow weeds to be planted, lie, grow or be located upon any such property or along any street adjoining the same between the property line and the curb line thereof. Weeds include, but are not limited to:

African Rue/Peganum Harmala

Arundo/Arundo Donax

Black Henbane/Hyoscyamus Niger

**Bull Thistle/Cirsium Vulgare** 

Camelthorn/Alhagi Maurorum

Canada Thistle/Cirsiom Arvense

Cheatgrass/Bromus Tectorum

Crimson Fountaingrass/Pennisetum Setaceum

Dalmatian Toadflax/Linaria Dalmatica

Diffuse Knapweed/Centaurea Diffusa

Dryers Woad/Isatis Tinctoria

Eurasian Watermilfoil/Myriophyllum Spicatum

Giant Salvinia/Salvina Molesta

Halogeton/Halogeton Glomeratus

Hoary Cress/Caldaria Spp.

Hydrillia/Hydrilla Verticillata

Leafy Spurge/Euphorbia Esula

Malta Starthistle/Centaurea Melitensis

Meadow Knapweed/Centaurea Pratensis

Musk Thistle/Carduus Nutans

Onionweed/Asphodelus Fistulosus

Oxeye Daisy/Leucanthemum Vulgare

Parrotfeather/Myriophyllum Aquaticum

Perennial Pepperweed/Lepidium Latifolium

Poison Hemlock/Conium Maculatum

Purple Loosestrife/Lythrum Salicaria

Purple Starthistle/Lythrum Salicaria

Quackgrass/Elytrigia Repens

Russian Knapweed/Acroptilon Repens

Russian Olive/Elaeagnus Angustifolia L.

Sahara Mustard/Brassica Tournefortii

Salt Cedar/Tamarix Spp.

Scotch Thistle/Onoprodum Acanthium

Siberian Elm/Ulmus Pumila

Spotted Knapweed/Centaurea Biebersteinii

Yellow Starthistle/Centaurea Solstitialis

Yellow Toadflax/Linaria Vulgaris

(Ord. No. 646, § 1, 11-12-13; Ord. No. 653, § 1, 4-22-14)

Sec. 6-79. - Reserved.

**Editor's note**— Section 2 of Ord. No. 653, adopted April 22, 2014, repealed § 6-79 which pertained to invasive species and noxious weeds, planting prohibited, and derived from Ord. No. 646, § 1, adopted Nov. 12, 2013.

Sec. 6-80. - Alleys.

It shall be unlawful for any owner, agent, lessee, or occupant of any lots, tracts or parcels of land within the City to allow weeds, shrubs, trees, or rubbish to become, in any way, hazardous or injurious to public health or to obstruct pedestrian and vehicular traffic on or along any alley adjoining the same between the property line and the center of such alley.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-81. - Notice of nuisance.

Any Enforcement Officer or City employee designated by the City Manager, upon observing any violation of this article, shall issue a notice directed to the owner of record of the property on which the nuisance occurs, or to the occupant or tenant of the property, or both. The notice shall describe the violation and shall establish a reasonable time limit for abatement thereof by the owner, occupant or tenants, which limit shall be not less than two days or more than 30 days after service of the notice. The notice may be served either personally or by mail at the owner's or occupant's last known address of record. If such owner cannot be served, a copy of the ordinance from which this article derives shall be posted on the property.

(Ord. No. 646, § 1, 11-12-13)

Sec. 6-82. - Criminal complaint.

In the event the owner or occupant of the property where the nuisance violation exists has failed, within the prescribed period of compliance, to abate the nuisance, then the City may file a criminal complaint with the municipal court, demanding that the owner of the property, or the occupant thereof, or both, be held to answer to the court for the violation of this article.

(Ord. No. 646, § 1, 11-12-13; Ord. No. 653, § 3, 4-22-14)

**Editor's note**— Section 3 of Ord. No. 653, adopted April 22, 2014, changed the title of § 6-82 from "Citation" to "Criminal complaint."

8/4/2020

Sec. 6-83. - Removal of nuisance.

In the event that a person, owner, or occupant in charge of property fails to remove the nuisance and upon a judicial determination by the Municipal Judge, the City may enforce this article in any manner consistent with the law including, but not limited to, removal of the nuisance and collection of reasonable costs of labor, equipment and materials. Failure to pay these costs shall result in a lien against the subject property for these costs, which may be enforced as provided in NMSA 1978 § 3-36-1 et seq. The lien may include an interest charge of eight percent per annum.

(Ord. No. 646, § 1, 11-12-13; Ord. No. 653, § 4, 4-22-14)

Sec. 6-84. - Injunctions.

The City Police Department, City Attorney, Enforcement Officer, or any other official of the City, when a nuisance exists as set forth in this article, may maintain a complaint in the name of the City, perpetually, to enjoin all persons from maintaining or permitting the nuisance and to abate the same.

(Ord. No. 646, § 1, 11-12-13)

Secs. 6-85-6-90. - Reserved.

Sec. 11-9. - Accumulation of refuse prohibited.

It shall be unlawful for any person to deposit, collect, or accumulate or permit the deposit, collection, or accumulation of any refuse within the City.

(Code 1962, § 8-3-9)



### CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: August 12, 2020

Agenda Item #: <u>H.1</u>



### **RESOLUTION NO. 33 19/20**

### A RESOLUTION ADOPTING A GET BACK TO WORK PLAN

WHEREAS, the City of Truth or Consequences City Commission met upon notice of meeting duly published on May 27, 2020, at 5:30 P.M. in the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901 via teleconference; and

WHEREAS, on March 11, 2020, the Governor of New Mexico issued Executive Order 2020-04, in response to an outbreak of a novel coronavirus identified as COVID-19, declaring a state of public health emergency under the Public Health Emergency Response Act and invoking powers under the All Hazards Emergency Management Act and the Emergency Licensing Act; and

WHEREAS, pursuant to the declaration of a public health emergency, the Secretary of the New Mexico Department of Health has issued several Public Health Emergency Orders, including the Order of March 23, 2020, in which the Secretary defined essential business and ordered that all "non-essential" businesses, including non-profits, reduce their in-person workforce by 100%; and

WHEREAS, on April 6, 2020 the Secretary amended the March 23, 2020, Order and ordered that all "non-essential" businesses, including non-profits, close "office spaces, retail spaces, or other public spaces" of the businesses; and

WHEREAS, on April 6, 2020, the Governor of New Mexico issued Executive Order 2020, which among other actions, extended the declaration of a public health emergency until May 1, 2020, unless rescinded or extended; and

WHEREAS, the Governor of New Mexico amended Executive Order 2020 on May 15, 2020, effective until rescinded or amended; and

WHEREAS, in rural areas, small businesses are the primary, and sometimes the sole, provider of essential goods and services; and

WHEREAS, the blanket closure of small businesses deemed "non-essential" has had a significant impact on those businesses and continues to have, and the local economy in general; and

WHEREAS, data related to COVID-19 shows that the virus has impacted different areas in New Mexico; and

WHEREAS, Sierra County currently has a low number of confirmed cases; and

WHEREAS, The City of Truth or Consequences acknowledges that the best safe health practices are a shared responsibility of all its citizens and vistors; and

WHEREAS, the City of Truth or Consequences appears to be positioned to allow businesses to reopen in progressive degrees and timing; and

WHEREAS, the City of Truth or Consequences supports maximum testing and requests maximum support from the State of New Mexico; and

WHEREAS, data related to Covid-19 shows that the virus has impacted different areas in New Mexico, and continues to be a serious health risk; and

## NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, THAT IT IS HEREBY ADOPTING THE FOLLOWING AS ITS GET BACK TO WORK PLAN:

The following safe practices shall be followed as appropriate:

- 1. Continue social distancing of six feet while working, shopping, and all other times possible.
- 2. Employees of business establishments shall wear masks. Businesses have the right to require customers to wear masks.
- 3. Gatherings of 10 persons or more are prohibited.
- 4. Sanitation supplies and/or facilities shall be available at all businesses.
- 5. Vulnerable individuals should continue to stay at home.
- 6. Travel shall be reduced as much as possible.

### Specifically:

- a. Previously closed Bars, Restaurants and Lodging may operate at Fifty percent (50%) of capacity as designated by the New Mexico State Fire Marshal. Distances between tables/barstools less than six feet is prohibited.
- b. Previously closed Retail Stores may operate at Fifty percent (50%) of capacity as designated by the New Mexico State Fire Marshal.
- c. Medical facilities may operate at full (100%) capacity while maintaining safe distancing and sanitizing requirements.
- d. Close contact businesses such as Cosmetologists, Barbers, Manicurists, etc. may service customers on a one to one basis. No waiting areas will be permitted.
- e. Recreational facilities may open at 50% capacity if they are able to follow safe distancing requirements.

The Civic Center May be used for essential meetings at the discretion of the City Manager. This Resolution shall go into effect commencing May 27, 2020 unless otherwise superseded by an Executive Order from State Authority.

This Resolution may be amended by the City Commission in its discretion.

PASSED, APPROVED, and ADOPTED this 27th day of May, 2020.



Angela A. Torres, City Clerk-Treasurer

Sandra Whitehead, Mayor

### CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: August 12, 2020

Agenda Item #: <u>I.1</u>

SUBJECT: Discussion/Update: Status of Emergency Declaration.
<b>DEPARTMENT:</b> City Clerk's Office
DATE SUBMITTED: August 7, 2020
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Wilson & Company, Inc.
Summary/Background:
Status of Emergency Declaration.
Recommendation:
None.
Attachments:
• N/A
-
Figure Improch / Financols 81/A
Fiscal Impact (Finance): N/A
\$0.00
<del>40.00</del>
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 8-12-2020



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: August 12, 2020

Agenda Item #: <u>I.2</u>

A	
SUBJECT: C	City Wide Projects Update
<b>DEPARTMENT:</b> C	Community Development
<b>DATE SUBMITTED:</b> A	rugust 6, 2020
SUBMITTED BY: T	raci Alvarez
WHO WILL PRESENT	THE ITEM: Wilson & Company Inc.
Summary/Backgrou	nd:
Update the Commiss	sion on projects within the City
Recommendation:	
Click hard to optor toyt	
Click here to enter text	•
Attachments:	
, , , , , , , , , , , , , , , , , , , ,	
Slideshow Pre	esentation
Click here to	
Fiscal Impact (Finance	ce): Choose an item.
	,
Click here to enter te	ext.
Legal Review (City A	ttorney): Choose an item.
Click here to enter text.	
Approved For Submi	ttal By:   Department Director
Reviewed by:   Cit	ty Clerk
Final Approval: ☐ C	ity Managor
	ity Wallagei
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
	CITY CLERK 5 USE UNLY - COMMISSION ACTION TAKEN
Resolution No. Clic	k here to enter text. Ordinance No. Click here to enter text.
	k were to enter a date. Referred To: Click here to enter text.
	Denied Other: Click here to enter text.
File Name: Click he	



## **Project Status Updates**

August 12, 2020



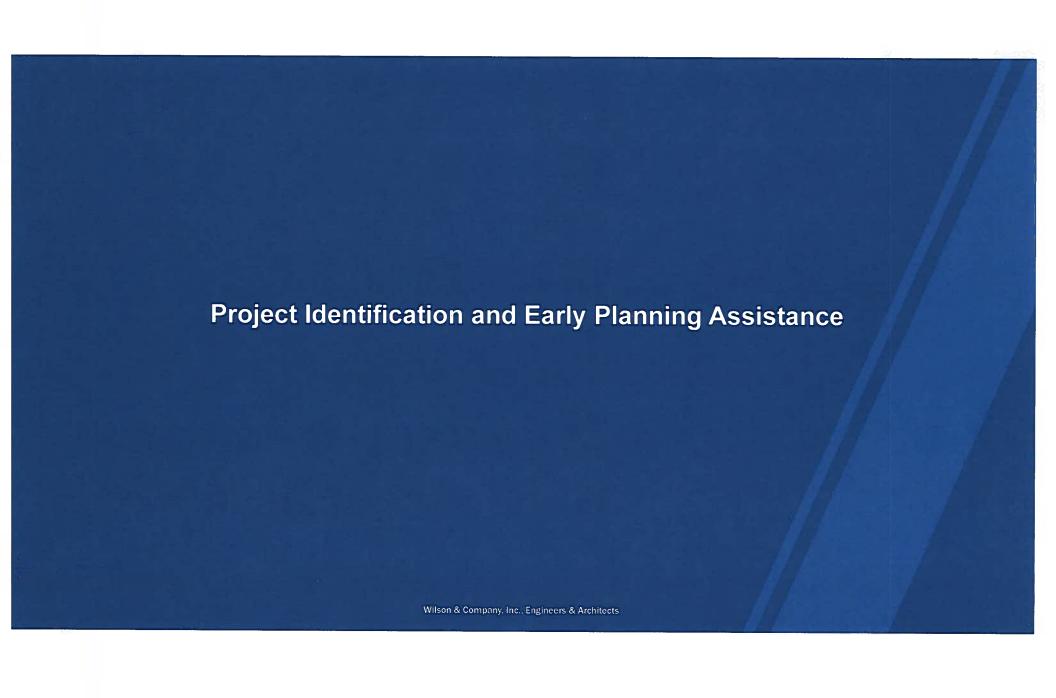


### **Agenda**

- Wilson & Company Background
- Project Identification & Early Planning Assistance
- Funding
- Planning
- Design
- Development Review
- Other
- Action Items
- Closing



## Wilson & Company Background Wilson & Company, Inc., Engineers & Architects



## **Funding** Wilson & Company, Inc., Engineers & Architects



- FY 2019 Colonias Trust Fund
  - City-wide Water PER (Awarded \$90,000)
    - Why is planning important and what is a Preliminary Engineering Report (PER)?
    - Requirement for various state and federal funding applications
    - Project Process & Timelines:
      - Application submitted in December of 2018
      - The City closed on the award in August of 2019
      - PER Alternatives Breakdown mtg. held 7.28.2020
      - Completed PER submitted to NMED-CPB on 8.3.2020



- NMED Clean Water State Revolving Loan Funding
  - Vacuum Sewer Improvements
    - Award: Loan: \$373k, Subsidy: \$100k, Total: \$473k
    - RFP for Engineering Services published 4.29.2020.
    - Award is pending City Negotiations with top three Consultants.

37



- CDBG Planning Grant
  - Project Submission: Comprehensive Master Plan update.
  - 3-21-5. Zoning; conformance to comprehensive plan
  - First Step before updating other City plans like affordable housing, downtown master plans.
  - Submitted "draft" Resolution on 6.06.19.
  - Public Meeting for CDBG Hearing on 9.4.19.
  - Project Narrative section complete. Wilson & Company to continue working on other items.
  - City currently working on requested forms and will contact COG for grant administration assistance.
  - Funding request is on hold based on LGD's Ariana Vigil's recommendation that funding may become available September 2020.



- CDBG 2020/2021 Capital Project
  - Funding Application Suspended at this time.
    - Williamsburg recently received Colonias Infrastructure Fund in the amount of \$250,000 for Mona and Doris.
    - Recent USDA-RD Water & Wastewater Disposal Loan-Grant for SAS Improvements
  - Discussion of future project opportunity in the next funding cycle.



- NMFA Planning Grant No. 1 Local Government Planning Fund
  - Project: Sanitary Sewer Asset Management Plan (Up to \$50,000 Grant)
    - Why is an AMP important and how do recent improvements impact the AMP?
  - The AMP will include:
    - Updates to the current City GIS maps
    - All current and proposed improvements to update planning horizon and anticipated O&M costs.
  - Project Process & Timelines:
    - Application submitted in Spring 2020
    - Award received Summer 2020
    - Executed Task Order Received 7.21.2020 for \$75,003.44 incl. NMGRT
    - Kick-off mtg. to be scheduled late August to review Work Plan & Schedule



- NMFA Planning Grant No. 2— Local Government Planning Fund
  - Project: River Walk Feasibility Study (Up to \$50,000 Grant)
    - What is a Feasibility Study and what does it accomplish?
  - Project Process & Timelines:
    - Application submitted in Spring 2020
    - Award received Summer 2020
    - Executed Task Order Received 7.21.2020 for \$60,000.00 incl. NMGRT
    - · Kick-off mtg. to be scheduled late August to review Work Plan and Schedule
  - Team to reach out to Lucy Stenos, with New Mexico Tourism.







- NMFA Water Trust Board
  - Project: Booster Station and Austin St. Improvements
  - Grant: \$384,688, Loan: \$256,458, Match: \$71,000
  - Consists of Critical Systems Improvements
  - Design Analysis Report completed and utilized for funding.
  - Project Process & Timelines:
    - Application submitted in October 2019
    - Project Presentations in November 2019
    - City notified of full award on 7.21.2020
    - RTP deadline extended to October 21, 2020
  - Wilson is working with City to complete RTP items



- BOR Water Smart Grant Application Potential Funding Source
  - The objective of this FOA is to invite sponsors of congressionally authorized water reclamation and reuse projects (Projects) to request cost-shared funding for the planning, design, and/or construction of those Projects.
  - Possible Projects: Effluent Pond Wet Well Improvements
    - Increase water reuse throughout the City
    - Reduce utilization of potable water for irrigation purposes
  - Funding Application Close date is September 10, 2020.
  - Minimum Funding Amount: \$1,000
  - Maximum Funding Amount: \$20,000,000



- FY 2020 Colonias Trust Fund
  - Project: MSD Project Roadway Replacement (Awarded \$1,000,000)
  - City notified of full award on 7.21.2020
  - City evaluating self-performance and what is let/bid until 60% design is complete.
  - City is evaluating best options of street reconstruction expenditures, and proper ICIP ranking.
  - RTP deadline extended to October 21, 2020

### **BENEFITS**



Reduced Localized Flooding



Increased Pedestrian and Vehicular Safety



Drainage and Soil Mitigation



Reduced O&M Costs



- FY 2021/2022 LGRF NMDOT Cooperative
  - Project: Foch Street, Locust Street, Yucca Street, Palo Verde Street, Sierra Vista Dr., Pine Street, and Corbett Street
  - Street Department is responsible for maintaining existing facilities while reconstructing failing facilities (including non-paved streets)
  - Application Request: \$273,593.60
  - Application Due: 3.10.21



- FY 2020/2021 RTPO RTIPR/STIP
  - Project: Gold Street
  - Application Request: TBD
  - Keep in mind that Gold Street is an old priority under a previous.
  - Reconvene following COVID-19, Wilson & Company to provide a Commission presentation.



- Creative Financing
  - Hilltop Securities, Financial Advisor
  - Melendres & Melendres PC, Bond Counsel
  - Possible funding sources for
    - Sierra County Joint office of Aging (SJOA) require segregation in funding and function
    - Senior Facilities are funded independent by the New Mexico Legislator
    - Discussed possible GRT or G.O. funded facility
    - Revenue generating programmed spaces

# **Planning** Wilson & Company, Inc., Engineers & Architects



### **Planning**

- City-wide Water System Improvements PER
  - Full system evaluation to increase operational efficiency and address deterioration of critical components due to deferred maintenance.
  - Recommended Improvements: (Total Aging Infrastructure of \$112M)
    - Phase 1: \$10.7M Manage high pressure issues through PRV's and transmission line replacements.
    - Phase 2: \$10.5M Upsize distribution lines for increased fire flows, less pressure loss and new well in northern end of system.
    - Phase 3: \$6.8M Upsize waterlines throughout the North, East and Williamsburg areas to increase pressures and flows.
  - One full system improvements PER to be submitted to NMED-CPB
  - Two (2) PERs to be submitted to USDA-RD based on phased approach
  - Project Process & Timelines:
    - Completed PER submitted to NMED-CPB on 8.3.20
    - Anticipated submittal date to USDA-RD of 8.28.20

## Design

Wilson & Company, Inc., Engineers & Architects



### Design

- Drinking Water SRLF Water System Improvements NMED DWSRLF
- Grant: \$620,542, Loan: \$620,543, Total: \$1,241,085
  - Project Scope: Marshall St., N. Pershing, 2nd Ave., and Sierra Vista Dr. Waterline Replacement









Wilson & Company, Inc., Engineers & Architects



### Design

- Replacement of failing water infrastructure based on completed Asset Management Plan and Design Analysis Report.
- Funding does not include full street reconstruction only disturbed areas.
  - Approx. \$2,840,000 for total roadway design and construction
- Tentative Schedule
  - Final Design 90% (pending MSD)
  - Receive Comments from CPB
  - Address All Comments
  - Design Approval by CPB
  - Bid Advertisement (30 days)
  - Issue Notice of Award
  - Begin Construction
  - Construction Completion

Submit to NMED-CPB & City for Review November 1, 2020

December 1, 2020

December 15, 2020

January 15, 2021

February 1, 2021

March 15, 2021

April 5, 2021

July 5, 2021



# Design

- Main Street District Water System Improvements USDA-RD
  - Grant: \$3,960,000, Loan: \$5,457,000, Total: \$9,417,000





## Design

- Replacement of undersized, failing and aging infrastructure based on complete MSD PER utilized for funding application.
- Wilson & Company is focused on addressing concerns from businesses and residents through public outreach.

Steering Committee Mtg.
February 5, 2020
February 19, 2020

Tentative Schedule

Public Mtg.
60% Design Submittal
90% Design Submittal (Agency)
Anticipated 5 month extension

August 11, 2020 – Virtual September 1, 2020
November 1, 2020
Mid-February 2021

Bidding/Construction
 March 2021 through March 2022

 Will coordinate with funding received from Colonias for full roadway design and re-construction.

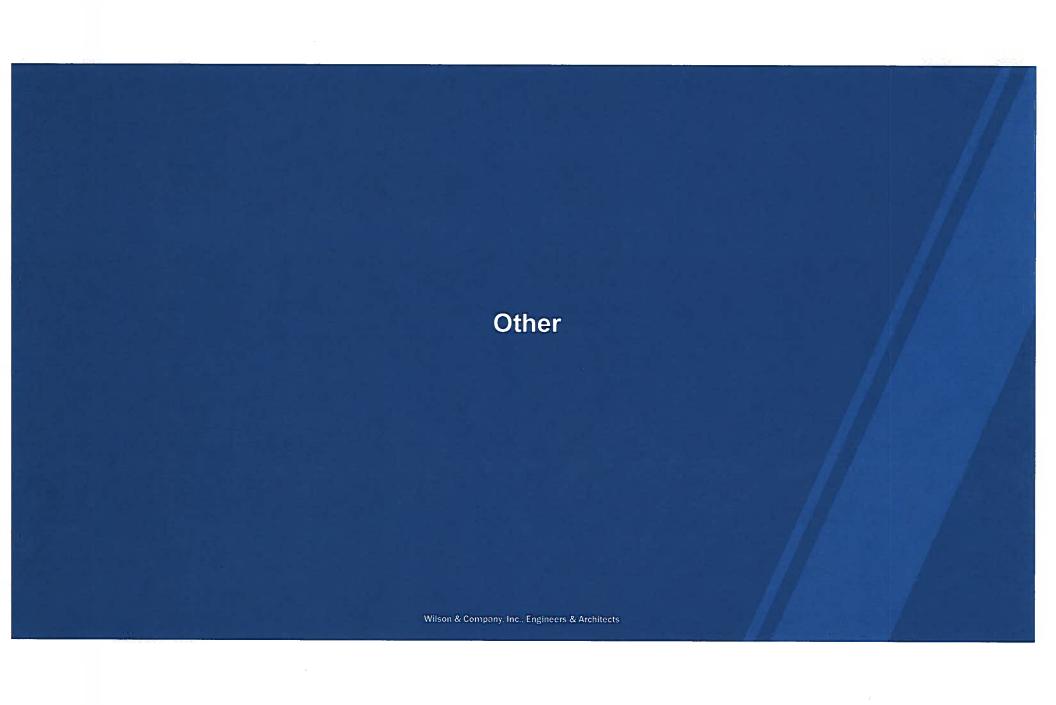
# **Development Review** Wilson & Company, Inc., Engineers & Architects



## **Development Review**

- Wilson & Company currently under contract with the City of T or C for Development Reviews
- Development Review Task Orders (Completed)
  - Morgan Street 8-plexes
  - Pershing Ariola Apartments
  - Walmart Online Grocery Pickup & Canopy
  - Various Single Family Homes
- Review of Municipal Code and Procedures (Collaborating with Village of Williamsburg)
  - No Building Inspector on Staff
  - Traci Alvarez handling P & Z Compliance
  - Municipal Code is outdated
    - New Trend for Small Houses
    - Development Process and Review
- Wilson & Company presented to P&Z Board on June 10, 2020

Wilson & Company, Inc., Engineers & Architects





- 40-year Water Plan
  - What is a 40-year Water Plan
    - The plan anticipates water usage for the next 40-years and includes:
      - · Developing alternative water supplies and preventing supply pollution
      - · Being proactive in water conservation and limiting water waste
      - · Monitoring current resources and optimizing water use
      - · Identifies potential supply issues with proposed alternatives for solutions
  - Wilson & Company to look into NMOSE and other potential funding sources



- Water Conservation Plan
  - Manager brought up that he would like to use self-funds to promote:
    - Low flow fixtures
    - Public Engagement
    - Other mechanisms
    - Incentives and credits (swamp vs. refrigerated air)
    - Include in the PER as a no-build recommendation
  - A meter replacement program is a top priority to ensure data accuracy.
  - Wilson to assist City with development of plan and review current ordinances.
  - A Water Conservation Plan is required for WTB funding applications.



- GIS Mapping
  - New Mexico 911 (NM911) Program has requested updated GIS Data from the City
    - The Program administers essential emergency response services throughout the State
  - City has requested assistance from Wilson & Company with creation of a GIS Management System
    - Updates to address points and road centerlines per state requirements
    - Updates to include all new infrastructure improvements
  - Wilson & Company to provide:
    - Information on GIS training and next steps to develop process.
    - Draft Task Order for GIS Management System development and updates.
    - Information on inclusion of work order tracking



- Water System Asset Management Plan
  - Current Water AMP has errors and omissions.
  - Include Williamsburg in system inventory and update City GIS Maps
  - Include all current and proposed improvements to update planning horizon and anticipated O&M costs.
  - Wilson & Company to Prepare Task Order.
    - Provide a "draft" scope and fee for Commission FY 2021/2022 budget incorporation.

# Closing Wilson & Company, Inc., Engineers & Architects

# Questions?

Wilson & Company, Inc., Engineers & Architects



# City of Truth or Consequences

## AGENDA REQUEST FORM

MEETING DATE: August 12, 2020

Agenda Item #: 1.3

SUBJECT:	Discussion/Action Review and Rank Project for the ICIP for FY 2022-2026								
DEPARTMENT:	Community Development								
DATE SUBMITTED:									
SUBMITTED BY:	Traci Burnette								
WHO WILL PRESENT THE ITEM: Morris Madrid									
Summary/Backgro	pund:								
Review past, prese	nt and future projects for placement on the Infrastructure Capital Improvement Plan.								
Recommendation:									
Rank projects and	approve Resolution No. 06 20/21 to accept the ICIP for FY 2022-2026								
Attachments:									
ICIP Power	Point								
	Summary 2021-2025								
· · · · · · · · · · · · · · · · · · ·	roject List 2022-2026								
	• • • • • • • • • • • • • • • • • • • •								
Fiscal Impact (Fina	nce): TBD								
Click here to enter	text.								
Legal Review (City	Attorney): N/A								
Click here to enter te	vt								
Chick field to effect to	XI.								
Approved For Subr	nittal By:   Department Director								
Reviewed by: 🗆	City Clerk								
Final Approval: 🗆	City Manager								
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN								
Resolution No. C	ick here to enter text. Ordinance No. Click here to enter text.								
	ick here to enter a date. Referred To: Click here to enter text.								
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File Name: CC Ag									

# City of Truth or Consequences ICIP

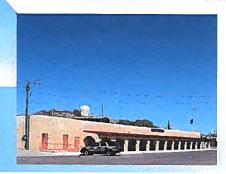
(Infrastructure Capital Improvement Plan)

# What is Infrastructure?

\*Infrastructure refers to the fundamental facilities and systems serving a country, city, or area, including the services and facilities necessary for its economy to function and can be defined as "the physical components of interrelated systems providing commodities and services essential to enable, sustain, or enhance societal living conditions."











# What is the ICIP?

- \*The local Infrastructure Capital Improvement Plan (ICIP) is a plan that establishes planning priorities for anticipated capital projects.
- \*Covers a five year period, 2022-2026
- \*Developed, updated and submitted annually to LGD.
- \*Includes policy direction, funding time frame, estimated costs, justifications, and details of each infrastructure capital improvement project proposed.
- \* ICIP is NOT a Funding Source or a Funding Application

# Purpose of the ICIP

- \*The ICIP is a tool to showcase priority projects
- \*Focus on critical need projects
- \*Encourage planning
- \*Funding agencies utilize the ICIP, some require it
- \*Governor's office uses the ICIP when vetting projects

# ICIP Project Requirements

- \*Project should create a new fixed asset or enhance an existing fixed asset.
- \*Have a life expectancy of at least 10 years
- \*Be ready to proceed not a wish list
- \*Have good cost estimates
- \*Be over \$10,0000
- \*Identify funding resources
- \*Regionalize
- \*Input and submit all project information by September 18, 2020

# Peyeloping the Local Infrastructure Capital Improvement Plan

ID Projects (New & Current Inventory) Obtain Costs

- a. Collaborate with all departments
- b. Estimate Cost
- C. Include operating and maintenance expenses

Prioritize - Critical Criteria

- a. Public Health and Safety
- b. Legal liability
- C. Timeline
- d. Emergency
- e. Compliance

# Identify Available Funding Sources

- \*Legislative Capital Outlay State Appropriations
- \*Community Development Block Grant (CDBG)
- \*USDA Rural Development
- \*New Mexico Finance Authority
  - \*Water Trust Board
  - \*Colonias Infrastructure Fund
  - \*Drinking Water and Clean Water Revolving Loan Funds
- \*Aging and Long-Term Services
- \*NMDOT Streets and Airport
- \*Bureau of Reclamation WaterSMART Water and Energy Efficiency Grants
- \*NM Tourism
- \*Local Funds

# City of Truth or Consequences Current Funded Projects

# Project

- \*MSD Waterline Improvements
- \*MSD Roadway Replacement
- \*Municipal Water PER
- \*Water Distribution Lines
- \*Vacuum Sewer Improvements
- \*Ralph Edwards Park Improvements
- \*Sewer Asset Management Plan
- \*River Walk Feasibility Study
- \*Booster Station Improvements
- \*Streets Pavement Rehabilitation
- \*Streets Pavement Rehabilitation
- \* Various Equipment

# **Funding Source**

USDA

NMFA Colonias FY20/Local

NMFA Colonias FY19/Local

NMFA DWRLF/Local

NMFA CWSRLF/Local

NM Clean & Beautiful/Local

NMFA Planning Grant/Local

NMFA Planning Grant/Local

NMFA WTB/Local

NMDOT LGRF FY19

NMDOT LGRF FY20

**USDA CF Grant** 

# Priority No. 1 Municipal Water System Improvements

- \*Water System improvements would address production, treatment, storage and distribution
- \*Projects would focus on improvements to the Water System addressing areas considered beyond an acceptable level of risk determined by the Municipal Water PER and Water Asset Management Report
- \*The water system improvements would benefit the entire community by reducing the health risk of water contamination, loss of potable water, minimize water outages to residences and increase water pressure.

# Funded to Date/Application in Process Water Line Replacement

- \*The DWSRLF project will replace old water lines for four (4) of our most critical water distribution lines. Water lines on Marshall Street, N. Pershing Street, East 2<sup>nd</sup> Avenue and Sierra Vista Drive. Full Project Cost: \$1,353,387 Funding Awarded- NMFA DWSRLF \$1,210,075.00
- \*The Cook Street Improvements and MSD Water Line Improvements will address new storage reservoir and gas chlorination system at the Cook Street Water Treatment Facility and replace water lines in the downtown. Project Cost: \$9,417,000 Funding awarded USDA Grant \$3,930,000/Loan \$5,487,000
- \*Municipal Water System PER Full Project Cost: \$100,000 Funding Awarded NMFA Colonias
- \*Municipal Water System Improvements 3 phase project cost \$26M USDA Application in progress

# Priority No. 2 Prainage & Roadway Improvements

- \*City Wide Drainage Master Plan
- \*Reconstruction of City streets is critical to provide a safe roadway and walkways for residents and visitors.
- \*Scope of work could consist of subgrade preparation, placement of base course, and placement of concrete or asphalt pavement.
- \*Project may also include curb, gutter and ADA accessibility.

# Funded to Date/Application in Process Roadway Improvements

- \* Street Rehab/Improvements to River Road Tin to Bottom of Hill, Kruger and Marshall Street; \$40,000 Funding Awarded NMDOT LGRF FY19/20
- \* Preservation of streets that might include Foch/Locust/Yucca/Palo Verde/Sierra Vista/Pine and Corbett \$82,651 Funding Awarded NMDOT LGRF FY20/21
- \* MSD Roadway Replacement Roadway Improvements specific to MSD Waterline Replacement Project Preliminary Cost Estimate \$1,000,000 Funding Awarded NMFA Colonias
- \* Pending Street Improvement Applications:
  - \* Street Rehabilitation of the full street width following DWSRLF waterline replacement Estimated Costs \$500,000
  - \* Gold Street Rehabilitation From Third Street to the Hospital including sidewalk/curb/gutter Estimated Costs \$3,500,000.00

## Infrastructure Capital Improvement Plan FY 2021-2025

		_		Project S	Summary							
Projec	•	<del></del>						·····		Total	Amount	
ID		ank Project Title	C-4	Funded	2021	***				Project	Not Yet	
			Category	to date	2021	2022	2023	2024	2025	Cost	Funded 1	Phases?
16524	2021-001	MSD Waterline Replacement and Cook St	Water - Water Supply	88,000	1,000,000	8,573,000	0	0	0	9,661,000	9,573,000	Yes
32976	2021-002	Water Distribution Line Replacement & Repavement	Water - Water Supply	1,200,000	500,000	0	0	0	0	1,700,000	500,000	Yes
34164	2021-003	City-wide Street Lighting Replacement	Transportation - Lighting	0	50,000	150,000	200,000	200,000	0	600,000	600,000	Yes
36448	2021-004	City-wide Drainage Improvements	Water - Storm/Surface Water Control	0	100,000	500,000	1,000,000	1,700,000	1,700,000	5,000,000	5,000,000	Yes
36449	2021-005	Foch Street & Drainage Improvements	Transportation - Highways/Roads/B ridges	92,000	1,330,000	0	0	0	0	1,422,000	1,330,000	Yes
35085	2021-006	Gold Street Roadway & Drainage	Transportation - Highways/Roads/B ridges	0	20,000	361,625	0	0	0	381,625	381,625	Yes
17702	2021-007	Water Well Production Improvements	Water - Water Supply	90,000	450,000	2,250,000	2,250,000	2,250,000	0	7,290,000	7,200,000	Yes
36684	2021-008	Ralph Edwards Parks Improvements	Facilities - Other	57,750	126,000	500,000	0	0	0	683,750	626,000	Yes
36685	2021-009	Swimming Pool Improvements	Facilities - Other	0	75,000	400,000	5,525,000	0	0	6,000,000	6,000,000	
36686	2021-010	Recycling Collection Center	Equipment - Other	0	375,000	0	0	0	0	375,000	375,000	
36714	2021-011	Substation Primary Underground Feeder Replacement	Other - Utilities (publicly owned)	0	55,000	945,000	0	0	0	1,000,000	1,000,000	
34180	2021-012	Morgan Street Booster Station Improvements	Water - Wastewater	0	540,000	0	0	0	0	540,000	540,000	No
36618	2021-013	SJOA Multi-generational Campus	Facilities - Other	0	140,000	950,000	1,665,000	400,000	4,250,000	7,405,000	7,405,000	Yes
33002	2022-001	Water Infrastructure and Fire Hydrant Replacement	Water - Water Supply	90,000	0	1,000,000	11,000,000	11,000,000	10,000,000	33,090,000	33,000,000	
36715	2022-002	I-25 Business Loop Water and Sewer Relocation	Other - Utilities (publicly owned)	44,937	0	200,000	0	0	0	244,937	200,000	No
36716	2022-003	I-25 Business Landscape Project	Transportation - Medians	20,235	0	75,000	0	0	0	95,235	75,000	No
36763	2022-004	Marie, Foch, River, Locust, & West Rd.	Transportation - Highways/Roads/B ridges	0	0	125,000	250,000	1,500,000	1,500,000	3,375,000	3,375,000	Yes
36767	2022-005	Punk Greer Rodeo Arena Improvements	Facilities - Other	0	0	25,000	200,000	0	0	225,000	225,000	No
26605	2023-001	MSD Streets Reconstruction	Transportation - Highways/Roads/B ridges	25,000	0	0	200,000	2,000,000	0	2,225,000	2,200,000	Yes
33030	2023-002	Louis Armijo Sports Complex	Facilities - Other	0	0	0	65,000	700,000	0	765,000	765,000	Yes

## **Infrastructure Capital Improvement Plan FY 2021-2025**

			Project S	Summary							
Projection ID	ct Year Rank Project Title	Category	Funded to date	2021	2022	2023	2024	2025	Total Project Cost	Amount Not Yet Funded	Dh
		- Cattegory	to date	_021	1011	2023	2024	2025	Cost	runaea	Phases?
36768	2023-003 Vista Memorial Gardens Cemetery	Facilities - Administrative Facilities	0	0	0	35,000	50,000	250,000	335,000	335,000	Yes
36772	2024-001 Animal Shelter Improvements	Facilities - Other	0	0	0	0	95,000	300,000	395,000	395,000	) Yes
26571	2024-002 Wastewater Treatment Plant Renovation	Water - Wastewater	0	0	0	0	450,000	4,550,000	5,000,000	5,000,000	Yes
Gran	d Total for Truth or Consequences	23 projects	1,707,922	4,761,000	16,054,625	22,390,000	20,345,000	22,550,000	87,808,547	86,100,625	;

# 2021 - 2026 PROPOSED PROJECT WORKSHEET

QUESTIONS

COMMISSION DISCUSSION

PROJECT RECOMMENDATIONS

PROJECT RANKING

# Infrastructure Capital Improvement Plan FY 2021-2025

						Project S	Summary							
Proje	nt .											Total	Amount	
			D		<b>6</b> .	Funded						Project	Not Yet	
ID	Year K	ank	Project Title		Category	to date	2021	2022	2023	2024	2025	Cost	Funded	Phases?
16524	2021-001	MS St	D Waterline Replacemen	nt and Cook	Water - Water Supply	88,000	1,000,000	8,573,000	0	0	0	9,661,000	9,573,00	0 Yes
32976	2021-002		ter Distribution Line Re pavement	placement &	Water - Water Supply	1,200,000	500,000	0	0	0	0	1,700,000	500,00	0 Yes
34164	2021-003	Cit	y-wide Street Lighting R	eplacement	Transportation - Lighting	0	50,000	150,000	200,000	200,000	0	600,000	600,00	0 Yes
36448	2021-004	Cit	y-wide Drainage Improv	ements	Water - Storm/Surface Water Control	0	100,000	500,000	1,000,000	1,700,000	1,700,000	5,000,000	5,000,00	0 Yes
36449	2021-005	Foc	h Street & Drainage Im	provements	Transportation - Highways/Roads/B ridges	92,000	1,330,000	0	0	0	0	1,422,000	1,330,00	0 Yes
35085	2021-006	Gol	d Street Roadway & Dra	ainage	Transportation - Highways/Roads/B ridges	0	20,000	361,625	0	0	0	381,625	381,62	5 Yes
17702	2021-007	Wa	ter Well Production Imp	provements	Water - Water Supply	90,000	450,000	2,250,000	2,250,000	2,250,000	0	7,290,000	7,200,00	0 Yes
36684	2021-008	Rai	ph Edwards Parks Impr	ovements	Facilities - Other	57,750	126,000	500,000	0	0	0	683,750	626,00	0 Yes
36685	2021-009	Swi	imming Pool Improveme	nts	Facilities - Other	0	75,000	400,000	5,525,000	0	0	6,000,000	6,000,000	0 Yes
36686	2021-010	Rec	ycling Collection Center	•	Equipment - Other	0	375,000	0	0	0	0	375,000	375,000	0 No
36714	2021-011		station Primary Underg der Replacement	round	Other - Utilities (publicly owned)	0	55,000	945,000	0	0	0	1,000,000	1,000,000	0 Yes
34180	2021-012		rgan Street Booster Stati provements	ion	Water - Wastewater	0	540,000	0	0	0	0	540,000	540,000	0 No
36618	2021-013	SJC	OA Multi-generational C	ampus	Facilities - Other	0	140,000	950,000	1,665,000	400,000	4,250,000	7,405,000	7,405,000	0 Yes
33002	2022-001		ter Infrastructure and Fi placement	ire Hydrant	Water - Water Supply	90,000	0	1,000,000	11,000,000	11,000,000	10,000,000	33,090,000	33,000,000	) Yes
36715	2022-002		5 Business Loop Water a ocation	nd Sewer	Other - Utilities (publicly owned)	44,937	0	200,000	0	0	0	244,937	200,000	) No
36716	2022-003	1-25	Business Landscape Pro	oject	Transportation - Medians	20,235	0	75,000	0	0	0	95,235	75,000	) No
36763	2022-004	Ma	rie, Foch, River, Locust,	& West Rd.	Transportation - Highways/Roads/B ridges	0	0	125,000	250,000	1,500,000	1,500,000	3,375,000	3,375,000	) Yes
36767	2022-005	Pun	ik Greer Rodeo Arena In	nprovements	Facilities - Other	0	0	25,000	200,000	0	0	225,000	225,000	) No
26605	2023-001	MS	D Streets Reconstruction	1	Transportation - Highways/Roads/B ridges	25,000	0	0	200,000	2,000,000	0	2,225,000	2,200,000	) Yes
33030	2023-002	Lou	is Armijo Sports Compl	ex	Facilities - Other	0	0	0	65,000	700,000	0	765,000	765,000	) Yes

## Infrastructure Capital Improvement Plan FY 2021-2025

			Project S	Summary							
Proje ID	ect Year Rank Project Title	Category	Funded y to date		2022	2023	2024	2025	Total Project Cost	Amount Not Yet Funded	Phases?
36768	2023-003 Vista Memorial Gardens Cemetery	Facilities - Administrative Facilities	0	0	0	35,000	50,000	250,000	335,000	335,000	Yes
36772	2024-001 Animal Shelter Improvements	Facilities - Other	0	0	0	0	95,000	300,000	395,000	395,000	Yes
26571	2024-002 Wastewater Treatment Plant Renovation	Water - Wastewater	0	0	0	0	450,000	4,550,000	5,000,000	5,000,000	Yes
Grar	nd Total for Truth or Consequences	23 projects	1,707,922	4,761,000	16,054,625	22,390,000	20,345,000	22,550,000	87,808,547	86,100,625	

YEAR	RANK	PROJECT	DESCRIPTION	FUNDED TO	2021	2022	2023	2024	2025	TOTAL PROJECT	AMOUNT NOT	PHASED?	IMPORTANT NOTES
		City Wide Storm Drain Improvements	Plan Design Construct Drainage Improvements within the City of T or C	\$ -						\$ 5,000,000.00	\$ 5,000,000.00	YES	Project will need to be phased. Planning Document required
2022		Water Sewer Line Relocations	ations I-25 Business Loop NMDOT Project							\$ 400,000.00	\$ -	NO	This project is City portion of NMDOT I-25 Business Loop. This is for Water/Sewer Line Relocations required by NMDOT
		Street Improvements for the Water Distribution Line Replacement DWSRLF Project	Sierra Vista, 2nd, Marshall, Pershing	\$ -						\$ 500,000.00	\$ 500,000.00	NO	City received Drinking Water State Revolving Loan Funds \$1.2M for Water Lines - This funding request would be for Street Improvements - paving only from edge of pavement to edge of pavement and from lip of curb to lip of curb
		Ralph Edwards Parks Improvements	Additional improvements to be phased include Gazebo, shade structures, picnic tables, playground equipment, skate park improvements and additional landscaping.	\$ -								YES	Phase 1 is under Construction - Includes irrigation, drainage, sidewalk, walkways, sod and landscaping.
Municipal Water System Improvements  Collection, Storage, Distribution, Treatment, Fire Hydrants, Meters					\$ 129,325,000.00	\$ 129,325,000.00	YES	Phase 1 \$10,698,793; Phase 2 \$10,494,849; Phase 3 \$6,818,244 - Working on a USDA Grant approx 21M - Currently have approximately 12M in Funded water projects happening					
		Downtown Roadway Improvements	Main St, N Broadway St, 5 Broadway St, McAdoo St., McAdoo St. E, Daniel Street, S. Pershing St., S. Foch St., S. Riverside Dr., N. Broadway St., E. Riverside Dr.	\$ 1,000,000.00						\$ 4,000,000.00	\$ 4,000,000.00	YES	
		Animal Shelter Improvements Facility Expansion with Equipment		\$ -						\$ 200,000.00	\$ 200,000.00	YES	New kennel building (10 additional plus bathing area) and a new common room for adoptions, training and orientations.
		Foch Street Improvments	Plan & Design Completed with MainStreet Great Blocks Project - Construction Funds needed	\$ 92,000.00						\$ 1,330,000.00	\$ 1,330,000.00	Yes	
		Gold Street Improvements	Gold Street from 3rd Street to the Hospital	\$ -						\$ 3,500,000.00	\$ 3,500,000.00	YES	Gold Street is a main route for Ambulance Services coming off of 3rd. Street is in need of resurfacing including sidewalk curb and gutter.
		Multi-Generational Facility	Senior Facilities, Conference Rooms, Activity Center Youth/Seniors, Swimming Pool, Splash Pad	\$ -						\$ 13,000,000.00	\$ 13,000,000.00	YES	Phases for Plan, Design and Construct
		North Transformer Replacement	Replace the north transformer with a new unit	\$ -						\$ 1,100,000.00	\$ 1,100,000.00	NO	This will ensure adequate power supply in the high demand summer months.
		Street Surface Improvements - May include Sidewalk, Curb and Gutter	Street Surface Improvements - Marie, Sierra Vista, Palo Verde and Silver Street - (from 3rd St. to Date)	\$ -						\$ 12,000,000.00	\$ 12,000,000.00	YES	
		Punk Greer Rodeo Arena Improvements	Lighting Replacement	\$ -						\$ 170,000.00	\$ 170,000.00	NO	
		Louis Armijo Sports Complex	Public Facility Improvements including Fencing, Irrigation, Baseball and Soccer Field Improvements, Parking Improvements	\$ -						\$ 675,000.00	\$ 675,000.00	YES	
		WW Plant Improvements - Various	Improvements to Weirs, drying beds onsite Lift Station, Grit Separator, Bar Screen, various pumps, flow meters, valves and piping upgrades	\$ -						\$ 7,300,000.00	\$ 7,300,000.00	YES	
		Vista Memory Gardens Cemetery	Plan and design facility improvements and erosion control	\$ -						\$ 150,000.00	\$ 150,000.00	YES	



# City of Truth or Consequences AGENDA REQUEST FORM

MEETING DATE: August 12, 2020

Agenda Item #: <u>I.4</u>

SUBJECT:	Resolution No. 06 20/21 to accept the ICIP for FY 2022-2026
<b>DEPARTMENT:</b>	Community Development
<b>DATE SUBMITTED</b>	: August 3, 2020
SUBMITTED BY:	Traci Burnette
WHO WILL PRESE	NT THE ITEM: Morris Madrid
Summary/Backgr	ound:
Annual Resolution	to accept the Infrastructure Capital Improvement Plan. Resolution is required by New
	nt of Finance Administration
Recommendation	·
Rank projects and	approve Resolution No. 06 20/21 to accept the ICIP for FY 2022-2026
Attachments:	
Click here to enter to Resolution	·
Fiscal Impact (Find	ance): TBD
Click here to enter	text.
Legal Review (City	Attorney): N/A
Click here to enter to	ext.
Approved For Sub	mittal By:   Department Director
Reviewed by:	City Clerk ☐ Finance ☐ Legal ☐ Other: Click here to enter text.
Final Approval:	
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Resolution No.	lick here to enter text. Ordinance No. Click here to enter text.
	lick here to enter a date. Referred To: Click here to enter text.
☐ Approved	Denied Other: Gick here to enter text.
	gendas 8-12-2020



#### CITY OF TRUTH OR CONSEQUENCES RESOLUTION NO. 6 20/21

# A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP), 2022-2026

WHEREAS, the City of Truth or Consequences recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

# NOW, THEREFORE BE IT RESOLVED BY THE CITY OF TRUTH OR CONSEQUENCES THAT:

- 1. The City of Truth or Consequences has adopted the FY 2022-2026 Infrastructure Capital Improvement Plan, and
- 2. It is intended that the Plan be a working document and is the first of many steps towards improving rational, long range capital planning and budgeting for the New Mexico's infrastructure.
- 3. This Resolution supersedes Resolution No. 13-19/20

**PASSED, APPROVED, AND ADOPTED** by the governing body of the City Commission this 12<sup>th</sup> day of August 2020.

	Sandra Whitehead, Mayor
ATTEST:	
Angela Torres, City Clerk	

## CITY OF TRUTH OR CONSEQUENCES

### **AGENDA REQUEST FORM**

MEETING DATE: August 12, 2020

Agenda Item #: <u>I.5</u>

SUBJECT: Request to the City of Truth or Consequences for membership in the South Central Council of
Governments (SCCOG) for FY 2020-2021.
<b>DEPARTMENT:</b> City Clerk's Office
DATE SUBMITTED: August 7, 2020
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Manager Madrid
Summary/Background:
The South Central Council of Governments (SCCOG) is requesting membership for FY 2020-2021.
Recommendation:
Renew membership for FY 2020-2021.
Nervew membership for 17 2020-2021.
Attachments:
Request Letter
Fiscal Impact (Finance): N/A
40.00
\$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 8-12-2020



#### District 7

June 15, 2020

Members

State Legislator: Senator Mary Kay Papen

Doña Ana County

City of Las Cruces

City of Sunland Park

City of Anthony

City of Socorro

Socorro County

City of Truth or Consequences

Sierra County

Town of Mesilla

Village of Hatch

Village of Magdalena

Village of Williamsburg

City of Elephant Butte

Lower Rio Grande Public Water Works Authority

San Antonio Mutual Domestic Water Consumer Association

Polvadera Mutual Domestic Water Consumer Association

Doña Ana Mutual Domestic Water Consumer Association

Anthony Water & Sanitation District City Manager

City of Truth or Consequences

505 Sims Street

Truth or Consequences, NM 87901

Re: Request for Membership Dues for FY 2020-2021- Invoice

Dear City Manager:

This letter is a request to the City of Truth or Consequences for your membership in the South Central Council of Governments (SCCOG) for FY 20-21. Please find enclosed a membership dues invoice. This year's dues for the City of Truth or Consequences will remain the same in the amount of \$2,187.00.

It is required that your participation with the SCCOG be passed by resolution. For your convenience, a resolution is enclosed for the governing body's review and approval.

Your membership and participation in the SCCOG is crucial to our concerted efforts in the district. If you have any questions with respect to our request, please contact me at your earliest possible convenience.

Executive Director

Enclosure

Sincerely

#### South Central Council of Governments

# INVOICE

South Central Council of Governments P.O. Box 1072/600 Hwy 195, Suite C Elephant Butte, NM 87935

07.01.2020

**INVOICE # FY20-SCCOG-13** 

**BILL TO:** 

City of Truth or Consequences 505 Sims st. Truth or Consequences, NM 87901

DESCRIPTION	AMOUNT		
South Central Council of Governments Membership FY20-21	\$	2,187.00	
TOTAL	\$	2,187.00	

RESOL	UTION	NO.	

# APPROVING PARTICIPATION IN THE PROGRAM OF THE SOUTH CENTRAL COUNCIL OF GOVERNMENTS, INC. FOR FISCAL YEAR 2020-2021

WHEREAS, <u>City of Truth or Consequences</u> (herein-after known as the "Member"), desires to be a participating member in the program and policy development for the South Central Council of Governments, Inc. (hereinafter known as "SCCOG"); and

WHEREAS, it is necessary and desirable that an agreement setting forth the services to be performed by the SCCOG for the Member be entered into, wherewith the SCCOG is agreeing to furnish the following:

- A. Implement the work program as established by the SCCOG Board of Directors for the 2020-2021 Fiscal Year.
- B. Provide the Member, when requested, with technical, grant program planning, economic development, strategic overall planning and management assistance.
- C. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- D. Provide information dissemination about statewide regional and community initiatives to foster greater coordination and efficiency of the programs.

WHEREAS, it is necessary to set forth the sum to be paid by the Member to the SCCOG as annual dues, thereby placing the Member with voting powers on the SCCOG Board of Directors, with an agreement to furnish the following:

- A. To participate, through their designated representatives or alternate, in the SCCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the SCCOG Goals and Objectives, and the District Comprehensive Economic Development Strategy (CEDS).
- B. To pay to the SCCOG the sum of \$2,187.00 annual membership dues as payment of the aforementioned services for the period beginning July 1, 2020 and ending June 30, 2021.

(	C. The repr	Member hereby ap esentative and	ppoints	, as their designated as alternate.					
l t	NOW THEI	REFORE, BE IT RE	ESOLVED THA	AT the Member and the SCC on and Agreement.	COG hereby mutually agree to				
Ι	DONE this	day of	, 2020 at _		, New Mexico.				
Attestatio	on:			Member Government					
Clerk, or	other Auth	orized Official		Signature of Authorized C	Official				

South Central Council of Governments, Inc.

Jay Armijo, Executive Director Chairwoman, Nora Barraza

Attest: