

Sandra Whitehead
Mayor

Kathy Clark
Mayor Pro-Tem

Rolf Hechler
Commissioner



Paul Baca
Commissioner

George Szigeti
Commissioner

Morris Madrid
City Manager

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

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, IS TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, APRIL 10, 2019; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

Hon. Sandra Whitehead, Mayor
Hon. Kathy Clark, Mayor Pro-Tem
Hon. Rolf Hechler, Commissioner
Hon. Paul Baca, Commissioner
Hon. George Szigeti, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

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

D. RESPONSE TO PUBLIC COMMENTS

E. PRESENTATIONS (10 Minute Presentations)

1. Presentation request related to the Lee Belle Johnson Center. Ron Fenn, Requestor
2. Presentation request related to the Lee Belle Johnson Center & Civic Center. Audon Trujillo, Requestor

F. CONSENT CALENDAR

1. Accounts Payable, March 2019

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 34 2018/2019 authorizing the execution and delivery of a Taxable Loan Agreement and Intercept Agreement by and between the City of Truth or Consequences and the NMFA for the purpose of purchasing Law Enforcement Equipment. Traci Burnette, Grant/Projects Coordinator & Zoning Official
2. Discussion/Action: Resolution No. 35 2018/2019 amending the Animal Shelter Fees to include microchipping and repealing Resolution No. 34 2017/2018. Randall Aragon, Police Chief
3. Discussion/Action: Resolution No. 36 2018/2019 declaring surplus property for the Police Department and Sanitation Department. Renee Cantin, City Clerk-Treasurer

H. UNFINISHED BUSINESS

1. Discussion/Action: Amend Award IFB: 18-19-006 WWTP and Lift Station Improvements Phase 2B. Traci Burnette, Grant/Projects Coordinator & Zoning Official
2. Discussion: Review of Personnel Board. Rolf Hechler, Commissioner

I. NEW BUSINESS

1. Discussion/Action: Approve the donation of Exercise Machine declared as nonessential property to Hot Springs High School for the Police Department. Renee Cantin, City Clerk-Treasurer and Randall Aragon, Police Chief
2. Discussion/Action: Approve the sale of Solid Waste Containers declared as nonessential property to a recycling company for the Sanitation Department. Renee Cantin, City Clerk-Treasurer

J. REPORTS

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

K. ADJOURNMENT

NEXT CITY COMMISSION MEETING APRIL 24, 2019



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 10, 2019

Agenda Item #: **E.1**

SUBJECT: Presentation request related to the Lee Belle Johnson Center.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: April 2, 2019

SUBMITTED BY: Renee Cantin, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Ron Fenn, Requestor

Summary/Background:

Mr. Fenn has requested to present a proposal for repurposing of the Lee Belle Johnson Center. The Public Agenda Request Form is attached.

Recommendation:

None.

Attachments:

- None

Fiscal Impact (Finance): N/A

N/A

Legal Review (City Attorney): No

N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

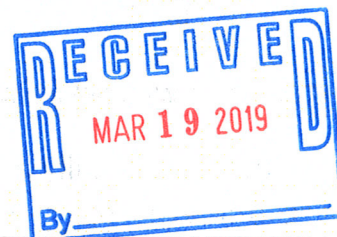
☐ Approved ☐ Denied ☐ Other: [Click here to enter text.](#)

File Name: AF-Presentation - Ron Fenn - Lee Belle Johnson.docx



CITY OF TRUTH OR CONSEQUENCES
CITY CLERK'S OFFICE
505 SIMS STREET
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
PHONE: (575) 894-6673 EXT#1301 FAX: (575) 894-7767

CITY COMMISSION MEETING
PUBLIC AGENDA REQUEST



REQUEST MUST BE SUBMITTED TO CITY MANAGER AND CITY CLERK AND ALL DOCUMENTATION MUST BE
SUBMITTED BY NOON ON WEDNESDAY (7 DAYS PRIOR TO REGULAR MEETING)

DATE: 19 MAR 2019

DATE OF MEETING YOU ARE REQUESTING TO BE LISTED UNDER: 27 MAR 2019

NAME OF APPLICANT/ORGANIZATION: RON FENN

ADDRESS: 316 N FOCH ST TorC 87901

PHONE: 575 894 1543 E-MAIL: fennuron234@gmail.com

REQUEST: (ATTACH WRITTEN REQUEST AND/OR DOCUMENTS IF AVAILABLE – **ELECTRONIC FORMAT IS
PREFERRED**)

Present a proposal for repurposing of
Lee Belle Johnson Center. A copy of
which was given to City Mgr on MARCH 7, 2019

WHAT RESOURCES DO YOU REQUIRE: NONE

ESTIMATED TIME FOR PRESENTATION: 15 MIN SIGNATURE: RLW

CITY MANAGER ACTION

APPROVED FOR COMMISSION AGENDA OF: _____

DENY – REASON FOR DENIAL: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 10, 2019

Agenda Item #: **E.2**

SUBJECT: Presentation request related to the Lee Belle Johnson Center & Civic Center.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: April 3, 2019

SUBMITTED BY: Renee Cantin, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Audon Trujillo, Requestor

Summary/Background:

Mr. Trujillo has requested to present on Lee Belle Johnson Center and Civic Center returning to use as provided by existing city ordinances. The Public Agenda Request Form is attached.

Recommendation:

None.

Attachments:

- Public Agenda Request Form

Fiscal Impact (Finance): N/A

N/A

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: AF-Presentation – Audon Trujillo - Lee Belle Johnson.docx



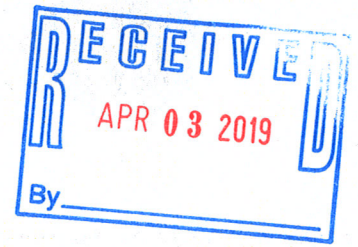
CITY OF TRUTH OR CONSEQUENCES

CITY CLERK'S OFFICE

505 SIMS STREET

TRUTH OR CONSEQUENCES, NEW MEXICO 87901

PHONE: (575) 894-6673 EXT#1301 FAX: (575) 894-7767



PUBLIC AGENDA REQUEST

FOR CITY COMMISSION MEETINGS

REQUESTS AND ALL DOCUMENTATION MUST BE SUBMITTED BY NOON ON WEDNESDAY (7 DAYS PRIOR TO REGULAR MEETING)

REQUEST MUST BE SUBMITTED TO CITY MANAGER AND CITY CLERK

DATE: April 3 2019

DATE OF MEETING YOU ARE REQUESTING TO BE LISTED UNDER: ASAP

NAME OF APPLICANT/ORGANIZATION: Audon Trujillo

ADDRESS: 506 W 3rd

PHONE: (575) 740-7855 E-MAIL: Audont@yahoo.com

REQUEST: (ATTACH WRITTEN REQUEST AND/OR DOCUMENTS IF AVAILABLE — **ELECTRONIC FORMAT IS PREFERRED**)

Presentation w/ Power Point on Lee
Belle Johnson Center & Civic Center
returning to use as provided by existing city

WHAT RESOURCES DO YOU REQUIRE: I'll use a memory stick need computer

ESTIMATED TIME FOR PRESENTATION: 15 minutes SIGNATURE: Audon Trujillo

CITY MANAGER ACTION

APPROVED FOR COMMISSION AGENDA OF: _____

DENY — REASON FOR DENIAL: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 10, 2019

Agenda Item #: **F.1**

SUBJECT: Accounts Payable – March 2019

DEPARTMENT: Finance

DATE SUBMITTED: April 1, 2019

SUBMITTED BY: Pat Wood, CPO

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for March 2019.

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact: Yes

All Funds Summary is a total of \$817,926.89

Legal Review: N/A

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☒ Other: Pat Wood, CPO

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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: 2019 Agenda Request Form-Accts. Payable 03-2019



Truth or Consequences

EOM AP Report

By Fund

Payment Dates 03/01/2019 - 03/31/2019

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
DEBRA MEGONIGLE, DVM	02142019	03/01/2019	Euthinias plus travel	101-1008-48599	400.00
RENEE L. CANTIN	022019	03/01/2019	PER DIEM DUE/SANTA FE	101-1001-42310	66.00
SIERRA VISTA HOSPITAL	022619	03/01/2019	GRT DISTRIBUTION 12/18	101-1017-48599	21,228.28
NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	101-1001-41226	125.03
NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	101-1002-41226	77.33
NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	101-1003-41226	153.42
NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	101-1004-41226	250.64
NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	101-1007-41226	944.87
NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	101-1008-41226	117.79
NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	101-1009-41226	125.66
NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	101-1010-41226	35.78
NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	101-1011-41226	263.50
NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	101-1012-41226	37.92
NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	101-1014-41226	233.97
NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	101-1016-41226	158.89
CITY UTILITIES	022819	03/01/2019	CITY UTILITIES CYCLE C&D/OPEN...	101-1018-43780	6,091.39
TRACI L. BURNETTE	030419	03/01/2019	ADVANCED MILEAGE/ALBUQU...	101-1010-42305	102.52
TRACI L. BURNETTE	030419	03/01/2019	ADVANCED PER DIEM/ALBUQU...	101-1010-42310	77.60
TED ONTIVEROS	030519	03/01/2019	ADVANCED PER DIEM/LAS CRU...	101-1007-42310	228.00
RAFAEL MARIN	030519	03/01/2019	ADVANCED PER DIEM/LAS CRU...	101-1007-42310	228.00
MANANA	102-19	03/01/2019	Landscaping Services - Open PO...	101-1009-48599	900.00
CENTER POINT LARGE PRINT	1671449	03/01/2019	Large Print Book prepaid standi...	101-1016-44830	4,335.84
ALARM CONTROL TECHNOLOGI...	184572/184573	03/01/2019	MONTHLY FIRE ALARM MONIT...	101-1014-47410	26.97
ALARM CONTROL TECHNOLOGI...	184572/184573	03/01/2019	MONTHLY FIRE ALARM MONIT...	101-1014-47410	26.97
THE CLUB OF SIERRA COUNTY	21519	03/01/2019	The Club of Sierra Co. Sub-recip...	101-1000-60725	2,500.00
SIERRA COUNTY TREASURER	22619	03/01/2019	Property Tax 808 Maple Street ...	101-1010-48555	953.08
FMH KUBOTA	33749	03/01/2019	Kubota B26 4WD Landscaper Tr...	101-1009-80810	35,466.92
BAKER & TAYLOR, INC.	4012467747	03/01/2019	Paperback books, open PO FY 1...	101-1016-44830	159.24
REED'S TIRE CENTER	6186	03/01/2019	Tires (ironman) Shelter vehicle ...	101-1008-47420	246.00
CRUCES TROPHY & AWARDS CE...	79603	03/01/2019	Shipping	101-1003-44606	19.86
CRUCES TROPHY & AWARDS CE...	79603	03/01/2019	9x12 Rosewood Piano Finish Ga...	101-1003-44606	117.74
COPPLER LAW FIRM PC	9986/9954	03/01/2019	LEAGAL SERVICES - OPEN PO FY...	101-1000-43597	1,698.25
GARY E. GAYLORD, CPA	TORC022319	03/01/2019	PROFESSIONAL SERVICES-CPA F...	101-1004-48596	2,192.21
NEW MEXICO GAS COMPANY, I...	022219	03/08/2019	GAS BILLS/GENERAL	101-1018-43780	2,135.07
NEW MEXICO GAS COMPANY, I...	022219	03/08/2019	GAS BILLS/NM WORKFORCE C...	101-1018-43780	153.19
NEW MEXICO GAS COMPANY, I...	022219	03/08/2019	GAS BILLS/ANIMAL SHELTER	101-1018-43780	145.14
JEANINE GRAHAM	02282019	03/08/2019	REFUND/NON-STERIALIZED DEP...	101-1008-45555	25.00
TALON SEPTIC & POTTY SERVICE	030519	03/08/2019	Clean & Service Portables - Ope...	101-1009-47410	800.00
TRACI L. BURNETTE	030519	03/08/2019	MILEAGE DUE/ALBUQUERQUE	101-1010-42305	25.62
TRACI L. BURNETTE	030519	03/08/2019	PER DIEM DUE/ALBUQUERQUE	101-1010-42310	19.40
SIERRA VISTA HOSPITAL	03052019-2	03/08/2019	Collection Fee/ ACO	101-1008-44615	75.00
SIERRA VISTA HOSPITAL	03052019-3	03/08/2019	Collection Fee - City Managers ...	101-1003-44615	25.00
SIERRA VISTA HOSPITAL	03052019-4	03/08/2019	Collection Fees- Parks	101-1009-44615	25.00
QUEST DIAGNOSTICS LAB, INC.	03062019-1	03/08/2019	Screening & MRO Fees- Parks	101-1009-44615	54.40
VERIZON WIRELESS	030719	03/08/2019	CELL PHONE BILLS/OPEN PO FY ...	101-1003-43775	116.64
VERIZON WIRELESS	030719	03/08/2019	CELL PHONE BILLS/OPEN PO FY ...	101-1004-43775	116.64

EOM AP Report

Payment Dates: 03/01/2019 - 03/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	030719	03/08/2019	CELL PHONE BILLS/OPEN PO FY ...	101-1007-43775	464.17
VERIZON WIRELESS	030719	03/08/2019	CELL PHONE BILLS/OPEN PO FY ...	101-1008-43775	111.83
VERIZON WIRELESS	030719	03/08/2019	CELL PHONE BILLS/OPEN PO FY ...	101-1009-43775	116.66
VERIZON WIRELESS	030719	03/08/2019	CELL PHONE BILLS/OPEN PO FY ...	101-1010-43775	116.64
VERIZON WIRELESS	030719	03/08/2019	CELL PHONE BILLS/OPEN PO FY ...	101-1011-43775	58.33
VERIZON WIRELESS	030719	03/08/2019	CELL PHONE BILLS/OPEN PO FY ...	101-1014-43775	174.99
SUN VALLEY, INC.	143948/6	03/08/2019	20 amp GFCI recepticle	101-1014-43403	79.96
SUN VALLEY, INC.	143948/6	03/08/2019	AAA battery multi pack	101-1014-44607	9.44
SUN VALLEY, INC.	143948/6	03/08/2019	AA battery 30 pack	101-1014-44607	15.99
SUN VALLEY, INC.	144252/6	03/08/2019	Plumbers putty	101-1014-43403	6.56
SUN VALLEY, INC.	144252/6	03/08/2019	16x25x2 furnace filter	101-1014-43403	39.48
SUN VALLEY, INC.	144252/6	03/08/2019	24X24x2 furnace filter	101-1014-43403	113.88
XEROX CORP.	156333240	03/08/2019	Staple Cartridge for Xerox copier	101-1004-44606	103.00
BANK OF AMERICA	185065	03/08/2019	1099 MISC LASER FORMS	101-1004-44606	139.11
TRACTOR SUPPLY COMPANY	200152201	03/08/2019	Rain boots/ Maribel Animal Shel.	101-1008-44615	24.99
TRACTOR SUPPLY COMPANY	200154632	03/08/2019	Hose end spray	101-1007-44607	27.98
TRACTOR SUPPLY COMPANY	200154632	03/08/2019	Bristle scrubber/Animal Shelter	101-1007-44607	9.99
TRACTOR SUPPLY COMPANY	200154632	03/08/2019	Metal hangle for a scrubber/An...	101-1007-44607	7.29
TRACTOR SUPPLY COMPANY	200154632	03/08/2019	Rubber Squeegee to clean kenn...	101-1007-44607	19.99
TRACTOR SUPPLY COMPANY	200154632	03/08/2019	Medium push broom/Animal sh...	101-1007-44607	29.99
TRACTOR SUPPLY COMPANY	200154632	03/08/2019	Puppy food 4health 35LB/Anima...	101-1007-44607	369.90
BANK OF AMERICA	22619	03/08/2019	Lodging at ElDorado Hotel-Actu...	101-1003-42310	123.44
BANK OF AMERICA	229941	03/08/2019	Flea and tick collars	101-1008-44607	20.58
BANK OF AMERICA	229941	03/08/2019	Freskies cat treats	101-1008-44607	16.11
BANK OF AMERICA	229941	03/08/2019	18 pack rag to clean kennels	101-1008-44607	9.76
BANK OF AMERICA	229941	03/08/2019	Tide pods for laundry	101-1008-44607	39.94
BANK OF AMERICA	229941	03/08/2019	Medium size trash bags 8gallons	101-1008-44607	7.50
BANK OF AMERICA	230834	03/08/2019	Venom blk gloves 500 pack/ani...	101-1008-44607	124.51
BANK OF AMERICA	230834	03/08/2019	Venom black gloves 500 pack L...	101-1008-44615	74.35
JAY RUBIN ATTORNEY AT LAW	30119	03/08/2019	LEAGAL SERVICES - OPEN PO FY...	101-1000-43597	3,914.69
U.S. DISTRIBUTING, INC.	372805	03/08/2019	Battery replacement for CM car...	101-1003-47420	55.78
U.S. DISTRIBUTING, INC.	372807	03/08/2019	65P...12 VOLT BATTERY FOR Lic#...	101-1014-47420	64.31
U.S. DISTRIBUTING, INC.	375178	03/08/2019	Replace Battery/G-26543	101-1012-47420	55.78
U.S. DISTRIBUTING, INC.	375854	03/08/2019	BATTERY - G-28105	101-1012-47420	64.31
SIERRA VETERINARY SERVICES,L...	46884/46907	03/08/2019	Vet Services at Animal Shelter -...	101-1008-48599	283.49
QUILL CORPORATION	5223160	03/08/2019	PAPER CLIPS	101-1011-44606	5.99
QUILL CORPORATION	5223160	03/08/2019	SHARPIE- PERMANENT MARKE...	101-1011-44606	10.99
QUILL CORPORATION	5223160	03/08/2019	PIOT G-2 PENS (BLACK)	101-1011-44606	17.49
QUILL CORPORATION	5223160	03/08/2019	COPY PAPER 8 1/2"X 11"	101-1011-44606	55.99
QUILL CORPORATION	5223160	03/08/2019	TRAYMORE LUXURA MANAGERS...	101-1011-44606	99.99
BANK OF AMERICA	547721	03/08/2019	Wall clock/Animal Shelter	101-1008-44606	7.84
BANK OF AMERICA	547721	03/08/2019	Puppy training pads	101-1008-44607	23.96
BANK OF AMERICA	547721	03/08/2019	Paper towels	101-1008-44607	31.88
BANK OF AMERICA	547721	03/08/2019	Bleach for the animal shelter	101-1008-44607	11.76
BANK OF AMERICA	547721	03/08/2019	18 G Tote puppy food storage	101-1008-44607	4.88
BANK OF AMERICA	547721	03/08/2019	Peroxide refill bottle for the an...	101-1008-44615	0.88
BANK OF AMERICA	547721	03/08/2019	Peroxide spray for the animal s...	101-1008-44615	3.69
BANK OF AMERICA	547721	03/08/2019	Waterproof tape for the shelter	101-1008-44615	6.76
BANK OF AMERICA	547721	03/08/2019	Remington trimmers for animal ...	101-1008-44615	17.97
BANK OF AMERICA	547721	03/08/2019	ACO/ Emergency first aid kit	101-1008-44615	17.97
BANK OF AMERICA	547721	03/08/2019	Medical wrapping tape	101-1008-44615	11.88
BANK OF AMERICA	547721	03/08/2019	Gauze pads for the shelter	101-1008-44615	8.91
BANK OF AMERICA	547721	03/08/2019	Medical scissors/animal shelter	101-1008-44615	3.92
BANK OF AMERICA	547721	03/08/2019	Medical alcohol bottles for the ...	101-1008-44615	3.92
BRADY INDUSTRIES, LLC	6050783	03/08/2019	Auto Air Freshener Case	101-1014-44607	60.74
BRADY INDUSTRIES, LLC	6050783	03/08/2019	Large Black Trash Liners Case	101-1014-44607	285.62
BRADY INDUSTRIES, LLC	6050783	03/08/2019	Toilet tissue Case	101-1014-44607	186.17
BRADY INDUSTRIES, LLC	6050783	03/08/2019	Bleach Case	101-1014-44607	28.71
BRADY INDUSTRIES, LLC	6050783	03/08/2019	Scour Sponge Case	101-1014-44607	21.00
BRADY INDUSTRIES, LLC	6050783	03/08/2019	Fuel Charge	101-1014-44607	4.00

EOM AP Report

Payment Dates: 03/01/2019 - 03/31/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BRADY INDUSTRIES, LLC	6050783	03/08/2019	Center Pull Towels Case	101-1014-44607	185.08
FOXWORTH-GALBRAITH	7432794	03/08/2019	Exterior flat professional Paint	101-1014-43403	224.90
FOXWORTH-GALBRAITH	7433072	03/08/2019	Exterior Professional Flat Paint ...	101-1014-43403	249.90
TDS	FEB 2019-TDS	03/08/2019	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	6,382.54
SIERRA AUTO/CARQUEST	ID-243292	03/08/2019	DEEP CYCLE BATTERY	101-1009-47420	88.30
SIERRA AUTO/CARQUEST	ID-243293	03/08/2019	Battery/ACO truck G-79498	101-1008-47420	94.02
SIERRA AUTO/CARQUEST	ID-243740	03/08/2019	Rocker switch G-03030 animal ...	101-1008-47420	17.79
GARY E. GAYLORD, CPA	TORC030219	03/08/2019	PROFESSIONAL SERVICES-CPA F...	101-1004-48596	2,887.73
NM ENVIRONMENTAL HEALTH	00890	03/18/2019	Vector course Jim Johnson	101-1014-42720	125.00
NM ENVIRONMENTAL HEALTH	00890	03/18/2019	Vector course for David Johnson	101-1014-42720	125.00
NM ENVIRONMENTAL HEALTH	00890	03/18/2019	Vector Course Joey Carter	101-1014-42720	125.00
LEE DESCHAMPS ATTORNEY AT ...	03082019	03/18/2019	Services/Public Defender-Open ...	101-1002-48599	2,115.75
INTERNAL SERVICE FUND	031219	03/18/2019	OIL-MAINT-SAFETY 02/19	101-1007-43316	15.00
INTERNAL SERVICE FUND	031219	03/18/2019	OIL-MAINT-SAFETY 02/19	101-1007-47420	3.20
INTERNAL SERVICE FUND	031219	03/18/2019	OIL-MAINT-SAFETY 02/19	101-1008-43316	15.00
INTERNAL SERVICE FUND	031219	03/18/2019	OIL-MAINT-SAFETY 02/19	101-1008-47420	15.21
INTERNAL SERVICE FUND	031219	03/18/2019	OIL-MAINT-SAFETY 02/19	101-1009-47420	9.94
CITY UTILITIES	031319	03/18/2019	CITY LANDFILL BILLS - OPEN PO ...	101-1018-43780	251.93
RANDALL ARAGON	031419	03/18/2019	80% of Chief Aragons monthly c...	101-1007-43775	84.03
CITY UTILITIES	031419	03/18/2019	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	2,293.63
XEROX CORP.	096223543	03/18/2019	BASE CHARGE/METER USAGE O...	101-1001-44810	347.94
XEROX CORP.	096223544	03/18/2019	BASE CHARGE/METER USAGE FY...	101-1004-44810	225.13
XEROX CORP.	096223546	03/18/2019	Base Charge - Meter Usage Ope...	101-1007-44810	226.98
XEROX CORP.	096223548	03/18/2019	BASE CHARGE/METER USAGE O...	101-1002-60840	243.27
XEROX CORP.	096223566	03/18/2019	Base Charge/Meter Usage - Op...	101-1003-44810	275.00
XEROX CORP.	096293588	03/18/2019	METER USAGE - OPEN PO FY 18...	101-1014-44810	8.44
SIERRA COUNTY SENTINEL	104251-1	03/18/2019	Help Wanted- Parks Department	101-1009-43740	26.59
SIERRA COUNTY SENTINEL	104251-2	03/18/2019	Help Wanted - ACO	101-1008-43740	26.59
SIERRA COUNTY SENTINEL	104255	03/18/2019	200 Routing slips police depart...	101-1007-43740	48.83
SIERRA COUNTY SENTINEL	104264	03/18/2019	Yearly Subscription - City Mana...	101-1003-43770	39.00
SIERRA COUNTY SENTINEL	104267	03/18/2019	Home delivery/Police departm...	101-1007-43770	39.00
ALBUQUERQUE PET MEMORIAL...	19811	03/18/2019	Animal cremation .50 per lb/An...	101-1008-45555	247.00
COOPERATIVE EDUCATIONAL S...	24-086131	03/18/2019	EWING 80LB PRO SRS TURF SP...	101-1009-44607	167.14
COOPERATIVE EDUCATIONAL S...	24-086131	03/18/2019	HJE 15-3-5 20%PCU 1.58%VIPER	101-1009-47415	3,547.26
OFFICE DEPOT	281484231	03/18/2019	Receipt book/Animal shelter	101-1008-44606	20.46
OFFICE DEPOT	281484231	03/18/2019	Message books/Animal Shelter	101-1008-44606	23.98
OFFICE DEPOT	281484231	03/18/2019	HP 128A black ink 2 pack	101-1008-44606	137.75
BAKER & TAYLOR, INC.	4012477717	03/18/2019	Paperback books, open PO FY 1...	101-1016-44830	155.21
B & H OIL CO.	47201	03/18/2019	Unleaded Fuel - Open PO FY 18...	101-1007-43316	2,305.82
B & H OIL CO.	47203	03/18/2019	Unleaded fuel - OPEN PO FY 18...	101-1012-43316	77.47
B & H OIL CO.	47209	03/18/2019	Unleaded Fuel - OPEN PO FY 18...	101-1014-43316	380.16
B & H OIL CO.	47210	03/18/2019	Unleaded Fuel - Open PO FY 18...	101-1009-43316	288.04
B & H OIL CO.	47210	03/18/2019	Diesel Fuel - Open PO FY 18/19	101-1009-43317	64.15
B & H OIL CO.	47211	03/18/2019	Unleaded Fuel - Open PO FY 18...	101-1008-43316	281.08
WILLIAM J. SCHUMACKERS DVM...	479040	03/18/2019	Examination Mooie/Animal Shel...	101-1008-48599	54.50
WILLIAM J. SCHUMACKERS DVM...	479040	03/18/2019	Euthinasia large dog	101-1008-48599	91.50
WILLIAM J. SCHUMACKERS DVM...	479040	03/18/2019	Radiograph	101-1008-48599	59.50
WILLIAM J. SCHUMACKERS DVM...	479040	03/18/2019	Hepranized flush	101-1008-48599	2.85
WILLIAM J. SCHUMACKERS DVM...	479040	03/18/2019	Biological waste cleaning	101-1008-48599	5.50
WILLIAM J. SCHUMACKERS DVM...	479040	03/18/2019	Sharps waste	101-1008-48599	12.38
WILLIAM J. SCHUMACKERS DVM...	479040	03/18/2019	Burial fee	101-1008-48599	31.50
WILLIAM J. SCHUMACKERS DVM...	479040	03/18/2019	Ultrasound	101-1008-48599	55.00
WILLIAM J. SCHUMACKERS DVM...	479040	03/18/2019	I.V. Catheter	101-1008-48599	31.50
WEX BANK	58055331	03/18/2019	Unleaded Fuel - Open PO FY 18...	101-1003-43316	149.88
BRADY INDUSTRIES, LLC	6050825	03/18/2019	Halt disinfectant/Animal shelter	101-1008-44607	139.28
NM EDGE	6476	03/18/2019	NMP 142-NM Ethics & Public Pr...	101-1003-42720	75.00
NM EDGE	6476	03/18/2019	NMP 211-NM Procurement Me...	101-1003-42720	75.00
SHARE CORP.	84588	03/18/2019	#R3590 Double Roll Tissue Disp...	101-1009-43403	225.66
NM COMPILATION COMMISSI...	BNCC13061	03/18/2019	2019 NM Rules Annotated	101-1016-43770	95.00
NM COMPILATION COMMISSI...	BNCC13061	03/18/2019	2018 NMSA Annotated 1978 A...	101-1016-43770	255.75

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GARY E. GAYLORD, CPA	TORC030919	03/18/2019	PROFESSIONAL SERVICES-CPA F...	101-1004-48596	2,760.81
SIERRA COUNTY CLERK	03192019	03/19/2019	OPEN PO FOR RECORDING FEES	101-1001-43740	25.00
TURTLEBACK PEST CONTROL, I...	031519	03/22/2019	PEST CONTROL SERVICES - OPEN...	101-1014-44607	814.46
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	101-1001-41226	125.03
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	101-1001-43775	533.79
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	101-1002-41226	77.33
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	101-1002-43775	93.38
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	101-1003-41226	153.42
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	101-1003-43775	561.13
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	101-1004-41226	227.71
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	101-1004-43775	531.42
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	101-1007-41226	857.84
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	101-1007-43775	196.00
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	101-1008-41226	117.79
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	101-1008-43775	89.78
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	101-1009-41226	125.66
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	101-1009-43775	222.50
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	101-1010-41226	35.78
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	101-1010-43775	492.05
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	101-1011-41226	263.49
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	101-1011-43775	24.25
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	101-1012-41226	37.92
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	101-1012-43775	209.45
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	101-1014-41226	233.97
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	101-1014-43775	287.71
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	101-1016-41226	158.89
MAGAZINE SUBSCRIPTION SERV...	0320-82	03/22/2019	Magazine subscriptions per list	101-1016-43770	1,227.79
NM MUNICIPAL LEAGUE	32119	03/22/2019	NMML District 7 Meeting Regist...	101-1003-42720	30.00
SIERRA VETERINARY SERVICES,L...	47194/47292	03/22/2019	Vet Services at Animal Shelter -...	101-1008-48599	303.29
QUILL CORPORATION	5389365	03/22/2019	DURACELL AA BATTERIES	101-1002-44606	20.00
QUILL CORPORATION	5389365	03/22/2019	ROLLERBALL PENS, BLUE	101-1002-44606	51.00
QUILL CORPORATION	5389365	03/22/2019	POST IT NOTES	101-1002-44606	17.62
QUILL CORPORATION	5389365	03/22/2019	USB FLASH DRIVES	101-1002-44606	62.99
QUILL CORPORATION	5389365	03/22/2019	DOOR CHIME	101-1002-44606	20.99
QUILL CORPORATION	5389365	03/22/2019	ENTRY DOOR CHIME	101-1002-44606	23.99
QUILL CORPORATION	5389365	03/22/2019	COPY PAPER	101-1002-44606	104.97
QUILL CORPORATION	5389365	03/22/2019	COPY PAPER	101-1002-44606	89.97
QUILL CORPORATION	5389365	03/22/2019	CLASSIFICATION FOLDERS	101-1002-60576	28.00
QUILL CORPORATION	5389365	03/22/2019	FILE FOLDERS	101-1002-60576	42.00
QUILL CORPORATION	5389365	03/22/2019	VIEWFOLIO PORTFOLIO, BLUE	101-1002-60576	48.48
QUILL CORPORATION	5389365	03/22/2019	INK CARTRIDGES	101-1002-60576	98.09
QUILL CORPORATION	5389365	03/22/2019	FILE FOLDER NOTE PAD	101-1002-60576	17.62
QUILL CORPORATION	5389365	03/22/2019	FIND IT-LETTER NOTE PAD	101-1002-60576	26.98
QUILL CORPORATION	5389365	03/22/2019	LASER TONER CARTRIDGES	101-1002-60840	198.00
QUILL CORPORATION	5488308	03/22/2019	EXPANDING FILE POCKETS	101-1001-44606	20.96
QUILL CORPORATION	5488308	03/22/2019	AAA ALKALINE BATTERIES	101-1001-44606	11.99
QUILL CORPORATION	5488308	03/22/2019	QUILL LABELS	101-1001-44606	11.51
QUILL CORPORATION	5488308	03/22/2019	MOUSE PAD/WRIST COMBO	101-1001-44606	5.84
QUILL CORPORATION	5488308	03/22/2019	SELF-INKING RECEIVED STAMP	101-1001-44606	30.59
QUILL CORPORATION	5488308	03/22/2019	COPY PAPER	101-1001-44606	215.94
QUILL CORPORATION	5488308	03/22/2019	FORMATTED DESK EMBOSSER	101-1001-44606	35.09
QUILL CORPORATION	5488308	03/22/2019	MANILA FILE FOLDERS	101-1001-44606	41.96
QUILL CORPORATION	5488308	03/22/2019	STAINLESS STEEL SCISSORS	101-1001-44606	10.78
QUILL CORPORATION	5488308	03/22/2019	183 PC. FIRST AID KIT	101-1001-44615	29.79
QUILL CORPORATION	5488308	03/22/2019	TRIPLE ANTIBIOTIC OINTMENT	101-1001-44615	6.29
COPPLER LAW FIRM PC	9991/9993/9996/9997	03/22/2019	LEAGAL SERVICES - OPEN PO FY...	101-1000-43597	7,773.14
GARY E. GAYLORD, CPA	TORC031619	03/22/2019	PROFESSIONAL SERVICES-CPA F...	101-1004-48596	2,926.40
TED ONTIVEROS	030819	03/29/2019	PER DIEM DUE/LAS CRUCES	101-1007-42310	57.00
KATHY BURRIS	032019	03/29/2019	MILEAGE DUE/LAS CRUCES	101-1003-60784	65.50
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	101-1001-41226	125.03

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	101-1002-41226	77.33
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	101-1003-41226	153.42
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	101-1004-41226	203.94
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	101-1007-41226	886.35
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	101-1008-41226	117.79
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	101-1009-41226	99.26
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	101-1010-41226	35.78
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	101-1011-41226	263.50
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	101-1012-41226	37.92
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	101-1014-41226	233.97
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	101-1016-41226	158.89
CITY UTILITIES	032819	03/29/2019	CITY UTILITIES CYCLE C&D/OPEN..	101-1018-43780	6,205.23
IWORQ SYSTEMS	161254	03/29/2019	Community Development Pack...	101-1010-43770	2,880.00
TWIN PALMS EMBROIDERY, LLC	2047	03/29/2019	Fitted ball caps for Animal cont...	101-1008-42620	20.00
TWIN PALMS EMBROIDERY, LLC	2047	03/29/2019	Embroider TCPD, Animal contro...	101-1008-42620	24.16
ROCKY MT. SUPPLY, INC.	28976	03/29/2019	Spool Autocut 25 2	101-1009-44607	176.60
ROCKY MT. SUPPLY, INC.	28976	03/29/2019	Autocut 25 2 Bulk PA	101-1009-44607	121.38
ROCKY MT. SUPPLY, INC.	28976	03/29/2019	Trimmer Line .095	101-1009-44607	90.60
ROCKY MT. SUPPLY, INC.	28976	03/29/2019	5 Gal Auto Shut Off	101-1009-44607	22.07
BAKER & TAYLOR, INC.	4012490027	03/29/2019	Paperback books, open PO FY 1...	101-1016-44830	242.23
GARY E. GAYLORD, CPA	TORC032319	03/29/2019	PROFESSIONAL SERVICES-CPA F...	101-1004-48596	2,764.78
Fund 101 - General Total:					154,855.79

Fund: 201 - Corrections

SIERRA COUNTY TREASURER	02272019	03/08/2019	Prisoner Care Open PO FY 18-19	201-1903-48710	2,185.00
ADMINISTRATIVE OFFICE OF	030719	03/08/2019	DWI LAB FEES/PREVENTION FE...	201-1903-44805	346.00
NM JUDICIAL EDUCATION CENT...	030719	03/08/2019	JUDICIAL EDUCATION FEES	201-1903-44805	93.00
Fund 201 - Corrections Total:					2,624.00

Fund: 209 - Fire

CITY UTILITIES	022819	03/01/2019	CITY UTILITIES CYCLE C&D/OPEN..	209-1603-43780	148.26
MUNICIPAL EMERGENCY SERVI...	307182	03/01/2019	THERMAL IMAGER EXTENDED ...	209-1603-80845	1,040.00
NEW MEXICO GAS COMPANY, I...	022219	03/08/2019	GAS BILLS/FIRE SOUTH STATION	209-1603-43780	343.75
NEW MEXICO GAS COMPANY, I...	022219	03/08/2019	GAS BILLS/FIRE STATION	209-1603-43780	299.01
TESTON'S FREEWAY CHEVRON	2465	03/08/2019	FUEL ALL TRUCKS - OPEN PO FY ...	209-1603-43316	139.97
LYNN'S LANDSCAPE	7346	03/08/2019	TRIM TREES AND HAULING OF ...	209-1603-47405	1,047.03
CITY UTILITIES	031419	03/18/2019	CITY UTILITIES CYCLE A&B/OPEN..	209-1603-43780	278.73
XEROX CORP.	096223553	03/18/2019	BASE CHARGE/METER USAGE FY...	209-1603-43770	312.51
MEGAHERTZ COMPUTER CONS...	15052	03/18/2019	INTERNET SERVICE - OPEN PO F...	209-1603-43770	54.25
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	209-1603-43775	117.61
BUDAGHER GENERATOR, INC	4717	03/22/2019	TROUBLESHOOT GENERATOR &...	209-1603-80845	194.96
CITY UTILITIES	032819	03/29/2019	CITY UTILITIES CYCLE C&D/OPEN..	209-1603-43780	163.80
RON'S WELDING	ROSIE 1	03/29/2019	BATTERIES 65-2 GOLD	209-1603-47420	360.00
RON'S WELDING	ROSIE 1	03/29/2019	LABOR	209-1603-47420	258.23
RON'S WELDING	ROSIE 1	03/29/2019	PURGE VALVE	209-1603-47420	125.00
Fund 209 - Fire Total:					4,883.11

Fund: 211 - Law Enforce Prot

TECHNICON TRAINING	19C1C102109	03/01/2019	Early registration/Officer Marin...	211-2003-42535	750.00
PREMIER UNIFORMS & TACTICA...	193592	03/08/2019	Quarter Zip combat shirt	211-2003-44573	99.90
PREMIER UNIFORMS & TACTICA...	193592	03/08/2019	Tru Xtreme pants Olive	211-2003-44573	147.90
BANK OF AMERICA	381984	03/08/2019	Safety dewalt goggles	211-2003-44573	149.85
BANK OF AMERICA	381984	03/08/2019	Multipurpose cleanup kit	211-2003-44573	217.45
TWIN PALMS EMBROIDERY, LLC	2047	03/29/2019	Emroider TCPD, Police and name	211-2003-44573	125.26
TWIN PALMS EMBROIDERY, LLC	2047	03/29/2019	Fitted hats for the police depar...	211-2003-44573	110.00
Fund 211 - Law Enforce Prot Total:					1,600.36

Fund: 214 - Lodgers Tax

LINDMARK OUTDOOR MEDIA	12175/12178	03/01/2019	City Advertising- Open PO FY 18...	214-2503-47597	844.84
FUN AND GAMES, INC.	0401	03/08/2019	Lodgers Tax Advertising-SCRTAB	214-2503-47597	1,000.00
JOHN DEERE CREDIT, INC.	2119513	03/08/2019	LEASE PAYMENT JD GRMW/FAI...	214-2503-44810	950.73
TRIPADVISOR, LLC	332033258672	03/08/2019	Lodgers Tax Advertising-SCRTB	214-2503-47597	5,000.00
RUANNA WALDRUM	842	03/08/2019	Lodgers Tax Advertising - Open ...	214-2503-47597	411.37

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GERONIMO TRAIL SCENIC BYW...	030419	03/18/2019	Geronimo Trail Grant/Funding ...	214-2503-48815	416.66
VETERANS MEMORIAL TRUST B...	30119	03/18/2019	TorC Veterans Memorial-Lodger...	214-2503-47406	535.60
LINDMARK OUTDOOR MEDIA	12576/12579	03/22/2019	City Advertising- Open PO FY 18...	214-2503-47597	844.84
JOHN DEERE CREDIT, INC.	2133433	03/22/2019	LEASE PAYMENT JD GRMW/FAI...	214-2503-44810	988.76
RUANNA WALDRUM	846	03/22/2019	Lodgers Tax Advertising - Open ...	214-2503-47597	410.62
GRIFFIN & ASSOCIATES MARKET...	13629/13754/13813	03/29/2019	Advertising/City - Open PO FY 1...	214-2503-47597	20,574.50
GRIFFIN & ASSOCIATES MARKET...	13629/13754/13813	03/29/2019	Account Management Open PO...	214-2503-48599	3,864.04
STARLINE PRINTING	37830	03/29/2019	Sierra County Day Trips guide-5...	214-2503-60596	5,000.00
RUANNA WALDRUM	843	03/29/2019	Hosting, cont'd dev.,website rev...	214-2503-60596	997.97
Fund 214 - Lodgers Tax Total:					41,839.93
Fund: 216 - Muni Street					
CERRILL'S WESTERN	572887	03/08/2019	STEEL TOE BOOTS/MERCED BA...	216-4503-44615	150.00
DONA ANA BRANCH COMMUNI...	613	03/08/2019	CDL TESTING/THOMAS BOBELU	216-4503-42720	200.00
INTERNAL SERVICE FUND	031219	03/18/2019	OIL-MAINT-SAFETY 02/19	216-4503-43316	54.00
INTERNAL SERVICE FUND	031219	03/18/2019	OIL-MAINT-SAFETY 02/19	216-4503-47420	29.90
PAVEMENT SEALANTS & SUPPLY	17187	03/18/2019	HIGH PERFORMANCE COLD MIX	216-4503-43550	4,030.23
B & H OIL CO.	47204/47012	03/18/2019	Unleaded Fuel - Open PO FY 18...	216-4503-43316	277.37
B & H OIL CO.	47204/47012	03/18/2019	Diesel Fuel - Open PO FY 18/19	216-4503-43317	3,800.28
Fund 216 - Muni Street Total:					8,541.78
Fund: 294 - State Library					
TDS	031219	03/18/2019	Internet Service/Library Open ...	294-5003-48830	108.45
XEROX CORP.	096223562	03/18/2019	Meter Usage - Open PO FY 18/19	294-5003-48599	22.54
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	294-5003-43775	81.86
THE LIBRARY CORPORATION	2019030018	03/22/2019	Renewal - Enhanced content P...	294-5003-60834	1,526.00
Fund 294 - State Library Total:					1,738.85
Fund: 295 - Muni Pool					
NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	295-4803-41226	98.54
CITY UTILITIES	022819	03/01/2019	CITY UTILITIES CYCLE C&D/OPEN...	295-4803-43780	2,075.78
POOL PRO, LLC	190128	03/01/2019	50# Calcium Hypochlorite 1"	295-4803-44607	390.00
POOL PRO, LLC	190128	03/01/2019	Shipping	295-4803-44607	105.00
POOL PRO, LLC	190128	03/01/2019	Acid Magic (15 gal)	295-4803-44607	363.00
NEW MEXICO GAS COMPANY, I...	022219	03/08/2019	GAS BILLS/SWIMMING POOL	295-4803-43780	2,349.77
ARIZON COMPANIES	8287	03/18/2019	Pool Dome Installation	295-4803-42720	4,445.00
DEBBIE MONTGOMERY	03102019	03/22/2019	REFUND DEPOSIT/POOL	295-4803-34355	50.00
STACIE TERRAZAS	03162019	03/22/2019	REFUND DEPOSIT/POOL	295-4803-34355	50.00
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	295-4803-41226	99.53
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	295-4803-41226	98.54
CITY UTILITIES	032819	03/29/2019	CITY UTILITIES CYCLE C&D/OPEN...	295-4803-43780	2,030.67
POOL PRO, LLC	190194	03/29/2019	Travel	295-4803-44810	165.00
POOL PRO, LLC	190194	03/29/2019	Stnner Parts	295-4803-44810	60.00
POOL PRO, LLC	190194	03/29/2019	Troubleshoot Acid Feeder	295-4803-44810	220.00
POOL PRO, LLC	190194	03/29/2019	Sales Tax on Labor	295-4803-44810	17.33
Fund 295 - Muni Pool Total:					12,618.16
Fund: 302 - Elec Construction					
NEW MEXICO FINANCE AUTHOR...	030719	03/08/2019	NMFA LOAN PMTS FY 18/19/T...	302-4603-12906	9,914.21
NEW MEXICO FINANCE AUTHOR...	032819	03/29/2019	NMFA LOAN PMTS FY 18/19/T...	302-4603-12906	9,914.01
Fund 302 - Elec Construction Total:					19,828.22
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	303-4703-43775	137.29
Fund 303 - Vet Wall Total:					137.29
Fund: 305 - CI Gen					
BAE SYSTEMS	367454	03/01/2019	E-MAIL SERVICE - OPEN PO FY ...	305-6003-43815	623.96
Fund 305 - CI Gen Total:					623.96
Fund: 306 - CI Jt Uti					
NEW MEXICO FINANCE AUTHOR...	030719	03/08/2019	NMFA LOAN PMTS FY 18/19/T...	306-6103-12902	10,022.32
NEW MEXICO FINANCE AUTHOR...	030719	03/08/2019	NMFA LOAN PMTS FY 18/19/T...	306-6103-12918	690.58
NEW MEXICO FINANCE AUTHOR...	030719	03/08/2019	NMFA LOAN PMTS FY 18/19/T...	306-6103-12919	7,598.71
NEW MEXICO FINANCE AUTHOR...	032819	03/29/2019	NMFA LOAN PMTS FY 18/19/T...	306-6103-12902	10,022.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO FINANCE AUTHOR..	032819	03/29/2019	NMFA LOAN PMTS FY 18/19/T...	306-6103-12918	690.62
NEW MEXICO FINANCE AUTHOR..	032819	03/29/2019	NMFA LOAN PMTS FY 18/19/T...	306-6103-12919	7,598.65
Fund 306 - CI Jt Uti Total:					36,623.20

Fund: 501 - Cemetary

CITY UTILITIES	031419	03/18/2019	CITY UTILITIES CYCLE A&B/OPEN..	501-1803-43780	223.25
Fund 501 - Cemetary Total:					223.25

Fund: 502 - Util Office - Pool

NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	502-3601-41226	259.51
CITY UTILITIES	022819	03/01/2019	CITY UTILITIES CYCLE C&D/OPEN..	502-3601-43780	263.97
REED'S TIRE CENTER	6197	03/01/2019	LT265/70/17 IRONMAN TIRES	502-3601-47420	540.00
VERIZON WIRELESS	030719	03/08/2019	CELL PHONE BILLS/OPEN PO FY ...	502-3601-43775	233.32
COOPERATIVE EDUCATIONAL S...	24-085738	03/08/2019	Utility Billing Online Component	502-3601-47410	960.00
XEROX CORP.	096061431	03/18/2019	Xerox FY 18/19	502-3601-44810	549.60
B & H OIL CO.	47205	03/18/2019	UNLEADED FUEL OPEN PO FY 1...	502-3601-43316	384.52
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	502-3601-41226	270.22
POSTMASTER	031819	03/22/2019	Postage Billing 3/13/19	502-3601-43735	5,000.00
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	502-3601-43775	599.27
HERALD PUBLISHING CO., INC,	11790	03/22/2019	#9 black inserting billing envelo...	502-3601-44606	875.00
HERALD PUBLISHING CO., INC,	11791	03/22/2019	#10 w blue 10,000 Window billi...	502-3601-44606	950.00
DATAMATIC, INC.	1691	03/22/2019	Nomad Li-Ion Battery/Meter Re...	502-3601-44607	302.13
STAPLES CONTRACT & COMME...	3406225799	03/22/2019	rubber bands #117B	502-3601-44606	2.64
STAPLES CONTRACT & COMME...	3406225799	03/22/2019	staples	502-3601-44606	7.02
STAPLES CONTRACT & COMME...	3406225799	03/22/2019	rubber bands #33	502-3601-44606	7.92
STAPLES CONTRACT & COMME...	3406225799	03/22/2019	Hand sanitizer	502-3601-44606	18.44
STAPLES CONTRACT & COMME...	3406225799	03/22/2019	shipping tape	502-3601-44606	12.30
STAPLES CONTRACT & COMME...	3406225799	03/22/2019	clorox disinfecting wipes	502-3601-44606	26.10
STAPLES CONTRACT & COMME...	3406225799	03/22/2019	Bic-white out	502-3601-44606	27.27
STAPLES CONTRACT & COMME...	3406225799	03/22/2019	Post-it notes	502-3601-44606	37.85
STAPLES CONTRACT & COMME...	3406225799	03/22/2019	Door Hanger	502-3601-44606	108.06
STAPLES CONTRACT & COMME...	3406225799	03/22/2019	Copy Paper	502-3601-44606	250.40
STAPLES CONTRACT & COMME...	3406225799	03/22/2019	Air duster	502-3601-44606	23.30
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	502-3601-41226	280.92
CITY UTILITIES	032819	03/29/2019	CITY UTILITIES CYCLE C&D/OPEN..	502-3601-43780	277.78
PITNEY BOWES INC.	3308415729	03/29/2019	MAINTENANCE CONTRACTS - O...	502-3601-47410	3,712.59
Fund 502 - Util Office - Pool Total:					15,980.13

Fund: 503 - Electric

NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	503-3702-41226	263.71
CITY UTILITIES	022819	03/01/2019	CITY UTILITIES CYCLE C&D/OPEN..	503-3702-43780	4,981.15
VILLAGE OF WILLIAMSBURG	022819	03/01/2019	FRANCHISE TAX OCT-DEC 2018	503-3702-45796	4,435.37
CONSTRUCTION INDUSTRIES	2222019	03/01/2019	REPAIR & MAINTENANCE ANN...	503-3702-43770	100.00
WESTERN UNITED ELECTRIC	4128778/4130035	03/01/2019	C-NECK INSULATORS	503-3702-47415	148.50
WESTERN UNITED ELECTRIC	4128778/4130035	03/01/2019	SOLID COOPER #4- 4SD BARE CU...	503-3702-47415	700.00
WESTERN UNITED ELECTRIC	4128778/4130035	03/01/2019	PHOTOCELL/105-305V	503-3702-47415	280.00
WESTERN UNITED ELECTRIC	4128778/4130035	03/01/2019	MACHINE BOLT 5/8X14 MPS J8...	503-3702-47415	34.50
WESTERN UNITED ELECTRIC	4128778/4130035	03/01/2019	LAMP HPS 70W NLSEYE #C70S62	503-3702-47415	278.40
WESTERN UNITED ELECTRIC	4128779/4130034	03/01/2019	TAPE 33+ 3/4x66' VINYL	503-3702-47415	266.00
WESTERN UNITED ELECTRIC	4128779/4130034	03/01/2019	CONN. COMP. PG 4/0-4/0 BUR ...	503-3702-47415	200.00
WESTERN UNITED ELECTRIC	4128779/4130034	03/01/2019	WASHERS- SQUARE 2 1/4x3/16	503-3702-47415	116.00
WESTERN UNITED ELECTRIC	4128779/4130034	03/01/2019	CONN.HOTLINE C/A 2/0-8MPS	503-3702-47415	412.50
NEW MEXICO GAS COMPANY, I...	022219	03/08/2019	GAS BILLS/ELECTRIC	503-3702-43780	63.19
SIERRA ELECTRIC CO-OP, INC.	030619	03/08/2019	MIMS CITY LIGHTS FY 18/19	503-3702-43780	580.06
SIERRA ELECTRIC CO-OP, INC.	030619	03/08/2019	POWER SERVICES FY18/19	503-3702-50795	128,515.78
VERIZON WIRELESS	030719	03/08/2019	CELL PHONE BILLS/OPEN PO FY ...	503-3702-43775	58.33
NM ELECTRIC UTILITY SUPERVI...	1004	03/08/2019	WILLIE MONTOYA	503-3702-42720	250.00
NM ELECTRIC UTILITY SUPERVI...	1004	03/08/2019	CHRIS REES	503-3702-42720	250.00
SSA SOLAR OF NM 4, LLC	10757	03/08/2019	POWER SERVICE/OPEN PO FY 1...	503-3702-50795	21,618.16
ZIA ELECTRICAL PRODUCTS	17233	03/08/2019	FORMS- 9S AXS4X KHW/KW	503-3702-47415	930.00
SIERRA COLLISION & TOWING	38691	03/08/2019	Body Labor	503-3702-47420	474.15
SIERRA COLLISION & TOWING	38691	03/08/2019	Mechanical labor	503-3702-47420	218.63

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA COLLISION & TOWING	38691	03/08/2019	OEM Parts	503-3702-47420	2,702.59
WESTERN UNITED ELECTRIC	4130197	03/08/2019	TIE WRAPLOCK 4/0 F-NECK	503-3702-47415	380.00
WESTERN UNITED ELECTRIC	4130197	03/08/2019	INSULATED DEADEND- 15KV	503-3702-47415	222.00
WESTERN UNITED ELECTRIC	4130197	03/08/2019	5/8x8 GROUND RODS	503-3702-47415	301.50
WESTERN UNITED ELECTRIC	4130197	03/08/2019	INSULATED PINSEVES	503-3702-47415	49.50
QUILL CORPORATION	4782277	03/08/2019	PILOT G-2 PENS	503-3702-44606	17.49
QUILL CORPORATION	4782277	03/08/2019	STAND-UP DESKTOP STAPLER	503-3702-44606	8.39
QUILL CORPORATION	4782277	03/08/2019	STANDARD PAPER CLIPS	503-3702-44606	5.99
QUILL CORPORATION	4782277	03/08/2019	MOUSE PAD	503-3702-44606	5.84
QUILL CORPORATION	4782277	03/08/2019	SHELF BOOKCASE, MOCHA CHE...	503-3702-44606	219.99
QUILL CORPORATION	4782277	03/08/2019	COPY PAPER 8 1/2 X 11	503-3702-44606	55.99
QUILL CORPORATION	4782277	03/08/2019	DRAWER TRAY ORGANIZER	503-3702-44606	4.13
QUILL CORPORATION	4782277	03/08/2019	EXPANDING FILE POCKETS	503-3702-44606	30.99
QUILL CORPORATION	4782277	03/08/2019	COPY PAPER 8 1/2 X 14	503-3702-44606	24.64
TDS	FEB 2019-TDS	03/08/2019	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	651.01
SIERRA AUTO/CARQUEST	ID-243294	03/08/2019	TIRE SENSOR- TPMS-42-1X	503-3702-47420	97.99
IRBY SUPPLY CO.	S011171256	03/08/2019	BETO HLB-1250-SH BLOCK	503-3702-44607	112.00
IRBY SUPPLY CO.	S011171256	03/08/2019	ASSEMBLY SHOTGUN HANDLE	503-3702-44607	48.75
CITY UTILITIES	031319	03/18/2019	CITY LANDFILL BILLS - OPEN PO ...	503-3702-43780	3.50
CITY UTILITIES	031419	03/18/2019	CITY UTILITIES CYCLE A&B/OPEN...	503-3702-43780	269.23
CHRISTOPHER REES	031819	03/18/2019	ADVANCED PER DIEM/RIO RAN...	503-3702-42310	281.60
WILLIAM MONTOYA	091819	03/18/2019	ADVANCED PER DIEM/RIO RAN...	503-3702-42310	281.60
XEROX CORP.	096223567	03/18/2019	BASE CHARGE/METER USAGE FY...	503-3702-44810	38.66
SIERRA COUNTY SENTINEL	104251	03/18/2019	HELP WANTED ADS/ELECTRIC D...	503-3702-43740	24.67
TRIPLE H SOLAR, LLC	171	03/18/2019	ENGINEERING SERVICE/OPEN P...	503-3702-48599	1,399.94
TRI-STATE GENERATION & TRA...	301947	03/18/2019	POWER SERVICE FY18/19- WHE...	503-3702-50795	37,436.72
B & H OIL CO.	47208	03/18/2019	UNLEADED FUEL FY 18/19	503-3702-43316	336.51
B & H OIL CO.	47208	03/18/2019	DIESEL FUEL FY 18/19	503-3702-43317	455.92
ADVANCED TOWER SERVICES, I...	9707/9761	03/18/2019	Labor & Materials	503-3702-80810	1,790.25
ADVANCED TOWER SERVICES, I...	9707/9761	03/18/2019	Mobilization- Crew & Heavy Equ...	503-3702-80810	868.00
ADVANCED TOWER SERVICES, I...	9707/9761	03/18/2019	Tower foundations	503-3702-80810	34,177.50
ADVANCED TOWER SERVICES, I...	9707/9761	03/18/2019	Sabre 3600SRWD	503-3702-80810	10,209.24
ADVANCED TOWER SERVICES, I...	9707/9761	03/18/2019	Demolition	503-3702-80810	3,200.75
ADVANCED TOWER SERVICES, I...	9707/9761	03/18/2019	Sublet, PE stamped tower desig...	503-3702-80810	2,712.50
ADVANCED TOWER SERVICES, I...	9707/9761	03/18/2019	Tower Erection	503-3702-80810	13,291.25
ADVANCED TOWER SERVICES, I...	9707/9761	03/18/2019	Site grounding per R56	503-3702-80810	1,963.85
ADVANCED TOWER SERVICES, I...	9707/9761	03/18/2019	Furnish & Install new 4 port ent...	503-3702-80810	499.10
ADVANCED TOWER SERVICES, I...	9707/9761	03/18/2019	Site Prep & Layout, includes con...	503-3702-80810	705.25
ADVANCED TOWER SERVICES, I...	9707/9761	03/18/2019	PM/GC includes project coordin...	503-3702-80810	2,604.00
WESTERN AREA POWER ADMIN	JJPB1798A0219	03/18/2019	POWER SERVICE FY18/19	503-3702-50795	52,761.52
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	503-3702-41226	277.35
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	503-3702-43775	42.05
CHRISTOPHER REES	032219	03/29/2019	PER DIEM DUE/RIO RANCHO	503-3702-42310	70.40
WILLIAM MONTOYA	032219	03/29/2019	PER DIEM DUE/RIO RANCHO	503-3702-42310	70.40
CREDA	03222019	03/29/2019	CREDA DUES- NOVEMBER 2018,...	503-3702-43770	1,335.37
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	503-3702-41226	292.18
CITY UTILITIES	032819	03/29/2019	CITY UTILITIES CYCLE C&D/OPEN...	503-3702-43780	4,985.84
R & S WEST	10047	03/29/2019	2019 Kawasaki Mule 610 SX	503-3702-80810	6,650.00
MISCO	31751	03/29/2019	GREENLEE HEAD	503-3702-44607	511.11
MISCO	31751	03/29/2019	GREENLEE HATCH	503-3702-44607	341.55
PROJECT GRAPHICS, INC	6047	03/29/2019	LIGHT POLE BANNERS- 28"Wx8...	503-3702-44607	869.54

Fund 503 - Electric Total: 350,870.57

Fund: 504 - Water

NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	504-3803-41226	142.99
NM UTILITY OPERATOR CERTIFI...	022719	03/01/2019	Water Supply Level 2- Exam-Tim...	504-3803-42720	30.00
NM UTILITY OPERATOR CERTIFI...	022719	03/01/2019	Wastewater Systems 1-Exam-T...	504-3803-42720	30.00
CITY UTILITIES	022819	03/01/2019	CITY UTILITIES CYCLE C&D/OPEN...	504-3803-43780	6,306.31
TAXATION AND REVENUE	022819	03/01/2019	WATER CONSERVATION FEE 01...	504-3803-43797	866.34
VILLAGE OF WILLIAMSBURG	022819	03/01/2019	FRANCHISE TAX OCT-DEC 2018	504-3803-45796	642.80
FLOWPOINT ENVIRONMENTAL ...	4853	03/01/2019	Annual Software Agreement-20...	504-3803-43770	795.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPANY, I...	022219	03/08/2019	GAS BILLS/WATER	504-3803-43780	159.84
SIERRA VISTA HOSPITAL	03052019-1	03/08/2019	Collection fees - Water Depart...	504-3803-44615	50.00
QUEST DIAGNOSTICS LAB, INC.	03062019-2	03/08/2019	Screening & MRO Fees - Water ...	504-3803-44615	54.40
VERIZON WIRELESS	030719	03/08/2019	CELL PHONE BILLS/OPEN PO FY ...	504-3803-43775	58.33
TAXATION AND REVENUE	030719	03/08/2019	WATER CONSERVATION FEE 02...	504-3803-43797	832.89
U.S. DISTRIBUTING, INC.	372804	03/08/2019	Battery	504-3803-47420	101.20
TDS	FEB 2019-TDS	03/08/2019	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	651.01
CITY UTILITIES	031419	03/18/2019	CITY UTILITIES CYCLE A&B/OPEN...	504-3803-43780	611.83
B & H OIL CO.	47207/47010	03/18/2019	Unleaded Fuel	504-3803-43316	365.10
B & H OIL CO.	47207/47010	03/18/2019	Diesel Fuel/ Def 2.5	504-3803-43317	640.79
CHERRILL'S WESTERN	4818-10	03/18/2019	Wrangler Jeans-Tim Hanna	504-3803-42620	138.00
CHERRILL'S WESTERN	4818-10	03/18/2019	Wrangler- LS Chambray Shirt- T...	504-3803-42620	66.00
CHERRILL'S WESTERN	4818-10	03/18/2019	Wrangler- LS Denim Shirt-Tim H...	504-3803-42620	69.00
CHERRILL'S WESTERN	572900	03/18/2019	Steel Toe Boots-Tim Hanna	504-3803-44615	150.00
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	504-3803-41226	142.99
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	504-3803-43775	66.30
TAXATION AND REVENUE	031819	03/22/2019	LATE PENALTY & INTEREST 01/...	504-3803-43797	17.90
CHERRILL'S WESTERN	640801	03/22/2019	Steel Toe Boots- Ezekiel Alvarez	504-3803-44615	150.00
CHERRILL'S WESTERN	640801	03/22/2019	Steel Toe Boots-Miguel Banuelos	504-3803-44615	150.00
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	504-3803-41226	142.99
CITY UTILITIES	032819	03/29/2019	CITY UTILITIES CYCLE C&D/OPEN...	504-3803-43780	6,735.93
KING'S LOCKSMITH	06722	03/29/2019	Double Sided Door Key	504-3803-47420	18.50
KING'S LOCKSMITH	06722	03/29/2019	Tool Box Keyes	504-3803-47420	12.66
CHERRILL'S WESTERN	640804	03/29/2019	Steel Toe Boots- Otto Vienna	504-3803-44615	150.00

Fund 504 - Water Total: 20,349.10

Fund: 505 - Solid Waste

NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	505-3904-41226	363.68
CITY UTILITIES	022819	03/01/2019	CITY UTILITIES CYCLE C&D/OPEN...	505-3904-43780	421.10
VILLAGE OF WILLIAMSBURG	022819	03/01/2019	FRANCHISE TAX OCT-DEC 2018	505-3904-45796	1,244.38
REED'S TIRE CENTER	6196	03/01/2019	Labor for installation of tubes o...	505-3904-47420	20.00
REED'S TIRE CENTER	6196	03/01/2019	Tax on Labor only	505-3904-47420	2.95
REED'S TIRE CENTER	6196	03/01/2019	Tubes for pressure washer tires.	505-3904-47420	16.00
NEW MEXICO GAS COMPANY, I...	022219	03/08/2019	GAS BILLS/RECYCLE CENTER	505-3904-43780	153.22
SIERRA VISTA HOSPITAL	03052019	03/08/2019	Collection Fees/ Solid Waste De...	505-3904-44615	25.00
QUEST DIAGNOSTICS LAB, INC.	03062019	03/08/2019	Screening Fees/ Solid Waste De...	505-3904-44615	108.80
VERIZON WIRELESS	030719	03/08/2019	CELL PHONE BILLS/OPEN PO FY ...	505-3904-43775	58.33
SUN VALLEY, INC.	144261/6	03/08/2019	10.1 oz White paint caulk	505-3904-44607	11.94
SUN VALLEY, INC.	144261/6	03/08/2019	Nuts- Dumpster repair	505-3904-47420	3.89
SUN VALLEY, INC.	144261/6	03/08/2019	sgw 5 gal sg beep base paint- D...	505-3904-47420	186.00
SUN VALLEY, INC.	144261/6	03/08/2019	wa 5 gal pastel base paint- Du...	505-3904-47420	143.58
SUN VALLEY, INC.	144261/6	03/08/2019	qt phthalo blu colorant- Dumpst...	505-3904-47420	30.00
SUN VALLEY, INC.	144261/6	03/08/2019	36G Blue zir flap disk- Dumpster...	505-3904-47420	12.98
SUN VALLEY, INC.	144261/6	03/08/2019	Bolts- Dumpster repair	505-3904-47420	11.49
SUN VALLEY, INC.	144261/6	03/08/2019	Washers- Dumpster repair	505-3904-47420	7.49
SUN VALLEY, INC.	144261/6	03/08/2019	4-1/2" Grinding wheel- Dumpst...	505-3904-47420	6.58
SUN VALLEY, INC.	144261/6	03/08/2019	ABRAS cut of wheel 4x1/16x5/8...	505-3904-47420	3.98
U.S. DISTRIBUTING, INC.	372808	03/08/2019	Batteries G-74142	505-3904-47420	202.40
DESERT GRAPHICS INC.	5578	03/08/2019	freight	505-3904-47420	20.00
DESERT GRAPHICS INC.	5578	03/08/2019	Covercraft seat saver grey front	505-3904-47420	199.99
DONA ANA BRANCH COMMUNI... 614		03/08/2019	CDL Testing Jeremiah Ealsey	505-3904-42720	200.00
DONA ANA BRANCH COMMUNI... 614		03/08/2019	CDL Testing Martin Gonzales	505-3904-42720	200.00
TELETRAC NAVMAN US LTD.	91377653	03/08/2019	Teletrac Navman Open PO FY 1...	505-3904-43770	1,211.04
TDS	FEB 2019-TDS	03/08/2019	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	651.01
SIERRA AUTO/CARQUEST	ID-242946	03/08/2019	air line couplings G-66541	505-3904-47420	11.32
SIERRA AUTO/CARQUEST	ID-243429	03/08/2019	hyd fitting	505-3904-47420	8.22
SIERRA AUTO/CARQUEST	ID-243429	03/08/2019	90 Hyd fitting	505-3904-47420	20.02
SIERRA AUTO/CARQUEST	ID-243429	03/08/2019	crimps	505-3904-47420	12.00
SIERRA AUTO/CARQUEST	ID-243429	03/08/2019	hyd hose	505-3904-47420	12.21
SIERRA AUTO/CARQUEST	ID-243594	03/08/2019	.035 33 Wire Mild -Wire for wel...	505-3904-47420	99.51
SIERRA AUTO/CARQUEST	ID-243594	03/08/2019	Oxygen Tank to Fix dumpsters	505-3904-47420	34.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INTERNAL SERVICE FUND	031219	03/18/2019	OIL-MAINT-SAFETY 02/19	505-3904-43316	97.00
INTERNAL SERVICE FUND	031219	03/18/2019	OIL-MAINT-SAFETY 02/19	505-3904-47420	84.02
CITY UTILITIES	031319	03/18/2019	CITY LANDFILL BILLS - OPEN PO ...	505-3904-34601	20,268.06
XEROX CORP.	096223554	03/18/2019	LA6-283718 Meter Usage	505-3904-44810	27.96
NORTHERN TOOL & EQUIPMEN...	42164756	03/18/2019	Plasma Cutter Air Diffuser and...	505-3904-47420	32.99
NORTHERN TOOL & EQUIPMEN...	42164756	03/18/2019	Plasma Cutter Electrodes and N...	505-3904-47420	53.97
RELIANCE STEEL	438406	03/18/2019	4'X10' Hot Rolled steel sheet for...	505-3904-47420	382.50
B & H OIL CO.	47202	03/18/2019	Unleaded Fuel - Open PO FY 18...	505-3904-43316	301.59
B & H OIL CO.	47202	03/18/2019	Diesel Fuel - Open PO FY 18/19	505-3904-43317	2,163.57
RELIABLE CHEVROLET INC.	826545	03/18/2019	Gas tank for G-03908	505-3904-47420	665.81
RELIABLE CHEVROLET INC.	826545	03/18/2019	Freight	505-3904-47420	10.00
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	505-3904-41226	347.84
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	505-3904-43775	163.35
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	505-3904-41226	347.84
CITY UTILITIES	032819	03/29/2019	CITY UTILITIES CYCLE C&D/OPEN...	505-3904-43780	453.66
BARTOO SAND & GRAVEL, INC.	M28830	03/29/2019	TransportG-74142 on lowboy to...	505-3904-47420	747.57
Fund 505 - Solid Waste Total:					31,861.34

Fund: 506 - WWTP

NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	506-4005-41226	137.38
NM RURAL WATER ASSOC.	022719	03/01/2019	Annual Membership Dues	506-4005-43770	1,301.00
NM UTILITY OPERATOR CERTIFI...	022719-1	03/01/2019	Re-Exam for WW-1 Certification...	506-4005-42720	30.00
CITY UTILITIES	022819	03/01/2019	CITY UTILITIES CYCLE C&D/OPEN...	506-4005-43780	8,403.43
PINNACLE PROPANE	18269	03/01/2019	F/1 Cylinder- Propane	506-4005-43780	179.48
AQUA ENVIRONMENTAL TESTI...	5110/5111	03/01/2019	TAX	506-4005-44605	22.92
AQUA ENVIRONMENTAL TESTI...	5110/5111	03/01/2019	WeeklyTesting- E-Coli (June27-J...	506-4005-44605	339.50
NEW MEXICO GAS COMPANY, I...	022219	03/08/2019	GAS BILLS/VACUUM STATIONS	506-4005-43780	24.36
VILLAGE OF WILLIAMSBURG	022819-1	03/08/2019	SEWER RECEIPTS 01/19	506-4005-48798	4,801.16
VERIZON WIRELESS	030719	03/08/2019	CELL PHONE BILLS/OPEN PO FY ...	506-4005-43775	116.64
VILLAGE OF WILLIAMSBURG	030719	03/08/2019	SEWER RECEIPTS 02/19	506-4005-48798	4,134.82
NM RECYCLING COALITION	1252	03/08/2019	Compost Course- Ramon Sanch...	506-4005-42720	249.00
NM RECYCLING COALITION	1252	03/08/2019	Compost Course- Leo Martinez...	506-4005-42720	249.00
JAMES, COOKE & HOBSON, INC.	228875	03/08/2019	Rental Control Panel,460/3/60 ...	506-4005-43416	1,576.88
REED'S TIRE CENTER	6214	03/08/2019	LT245/75/17 Tires	506-4005-47420	254.00
TDS	FEB 2019-TDS	03/08/2019	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	651.01
INTERNAL SERVICE FUND	031219	03/18/2019	OIL-MAINT-SAFETY 02/19	506-4005-43316	15.00
INTERNAL SERVICE FUND	031219	03/18/2019	OIL-MAINT-SAFETY 02/19	506-4005-47420	11.15
CITY UTILITIES	031419	03/18/2019	CITY UTILITIES CYCLE A&B/OPEN...	506-4005-43780	212.97
INTERLAB	22687	03/18/2019	Cadmium	506-4005-44605	300.00
INTERLAB	22687	03/18/2019	Acrylonitrile	506-4005-44605	840.00
INTERLAB	22687	03/18/2019	Bod-Effluent	506-4005-44605	140.00
INTERLAB	22687	03/18/2019	TSS-Effluent	506-4005-44605	60.00
INTERLAB	22687	03/18/2019	TSS-Influent	506-4005-44605	188.00
INTERLAB	22687	03/18/2019	Bod-Influent	506-4005-44605	140.00
INTERLAB	22697	03/18/2019	TDS	506-4005-44605	15.00
INTERLAB	22697	03/18/2019	Chloride	506-4005-44605	19.90
INTERLAB	22697	03/18/2019	TKN	506-4005-44605	40.00
INTERLAB	22697	03/18/2019	NO3N (Nitrate)	506-4005-44605	15.00
INTERLAB	22715	03/18/2019	Full TCLP,PCB, and 503 Metals	506-4005-44605	1,061.46
B & H OIL CO.	47206	03/18/2019	Unleaded Fuel	506-4005-43316	220.85
B & H OIL CO.	47206	03/18/2019	Diesel Fuel	506-4005-43317	75.13
AQUA ENVIRONMENTAL TESTI...	5133	03/18/2019	WeeklyTesting- E-Coli (June27-J...	506-4005-44605	145.50
AQUA ENVIRONMENTAL TESTI...	5133	03/18/2019	TAX	506-4005-44605	9.82
DPC INDUSTRIES, INC.	DE74000099-19	03/18/2019	Demurrage/Rental of Chlorine ...	506-4005-44607	50.00
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	506-4005-41226	137.38
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	506-4005-43775	98.90
PURE OPERATIONS, LLC	NI192988	03/22/2019	Webtrol TC Series Booster Pump	506-4005-43416	1,270.00
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	506-4005-41226	177.76
CITY UTILITIES	032819	03/29/2019	CITY UTILITIES CYCLE C&D/OPEN...	506-4005-43780	8,419.93
AQSEPTENCE GROUP, INC	90163115	03/29/2019	HP Controller Activation Tool	506-4005-44607	49.93
AQSEPTENCE GROUP, INC	90163115	03/29/2019	ASCI 2" PVC Sensor Cap	506-4005-44607	397.90

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AQSEPTENCE GROUP, INC	90163115	03/29/2019	AV3-E-NACCESS D'Model 3" VLV	506-4005-44607	6,185.00
Fund 506 - WWTP Total:					42,767.16
Fund: 507 - Solid Waste Transfer Station					
DESERT GRAPHICS INC.	5572	03/01/2019	Sign whit alum .040 1sd 1 color ...	507-4203-47415	30.00
SUN VALLEY, INC.	144261/6	03/08/2019	Poly snow shovel- Recycle center	507-4203-44607	41.98
GORDON ENVIRONMENTAL/PSC	01006919.00-1	03/18/2019	Gordon Enviromental PSC Landfi...	507-4203-80845	5,172.04
XEROX CORP.	096223554	03/18/2019	E1B-082733 Base Charge/Meter...	507-4203-44810	118.35
CITY OF LAS CRUCES	61756/62271	03/18/2019	Solid Waste Disposal Transport...	507-4203-45601	56,151.62
RUSTY'S WEIGH SCALES & SERV...	190318-1020	03/29/2019	RE-CALIBRATION OF SCALE - M...	507-4203-47410	534.99
B & H OIL CO.	47230	03/29/2019	Diesel for Bulk Tank - Open PO ...	507-4203-43317	611.89
Fund 507 - Solid Waste Transfer Station Total:					62,660.87
Fund: 508 - Golf Course					
SIMPSON NORTON CORP	1543938-00	03/01/2019	Lever Action Hole Cutter, Scallo...	508-4303-44607	215.00
SIMPSON NORTON CORP	1543938-00	03/01/2019	Putting Cup, Plastic	508-4303-47415	71.55
SIMPSON NORTON CORP	1543938-00	03/01/2019	Solid Color Flag, Tube Style, yell...	508-4303-47415	75.00
SIMPSON NORTON CORP	1543938-00	03/01/2019	7.5' Fiberglass Flag Stick, Bright ...	508-4303-47415	219.25
TRACTOR SUPPLY COMPANY	200154569	03/08/2019	STANLEY FATMAX 100 X 5/8 HO...	508-4303-44607	194.97
TRACTOR SUPPLY COMPANY	200154569	03/08/2019	GW TRI - POD SPRINKLER	508-4303-44607	98.97
TRACTOR SUPPLY COMPANY	200154569	03/08/2019	ROUNDUP PRO BACKPACK SPR...	508-4303-44607	89.99
TRACTOR SUPPLY COMPANY	200154569	03/08/2019	BRASS SPRINKLER ON ZINC SPIKE	508-4303-44607	19.99
U.S. DISTRIBUTING, INC.	374788	03/08/2019	BATTERY	508-4303-47420	57.15
SIERRA AUTO/CARQUEST	ID-242730	03/08/2019	HYDRAULIC FLD AW32	508-4303-47420	45.96
SIERRA AUTO/CARQUEST	ID-242730	03/08/2019	DELO 400 LE SAE 15W40 GAL	508-4303-47420	50.97
SIERRA AUTO/CARQUEST	ID-242730	03/08/2019	Tire Inflator w/guage	508-4303-47420	58.00
SIERRA AUTO/CARQUEST	ID-242730	03/08/2019	GREASE GUN	508-4303-47420	104.36
SIERRA AUTO/CARQUEST	ID-242730	03/08/2019	BATTERY - LAWN/GARDEN	508-4303-47420	39.90
SIERRA AUTO/CARQUEST	ID-242730	03/08/2019	PORTABLE AIR TANK	508-4303-47420	35.99
SIERRA AUTO/CARQUEST	ID-242730	03/08/2019	OIL 10W40	508-4303-47420	33.84
SIERRA AUTO/CARQUEST	ID-242730	03/08/2019	STARTING FLUID	508-4303-47420	30.60
SIERRA AUTO/CARQUEST	ID-242730	03/08/2019	ANTFREEZE F/S	508-4303-47420	75.00
SIERRA AUTO/CARQUEST	ID-242730	03/08/2019	2-CYCLE OIL	508-4303-47420	17.88
SIERRA AUTO/CARQUEST	ID-243414	03/08/2019	HHC 70391	508-4303-47420	4.44
SIERRA AUTO/CARQUEST	ID-243414	03/08/2019	HHC G25230-0606	508-4303-47420	16.58
SIERRA AUTO/CARQUEST	ID-243414	03/08/2019	HHC G25120-0608	508-4303-47420	17.54
SIERRA AUTO/CARQUEST	ID-243414	03/08/2019	XBO CRIMPS	508-4303-47420	24.00
CITY UTILITIES	031419	03/18/2019	CITY UTILITIES CYCLE A&B/OPEN...	508-4303-43780	714.19
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	508-4303-43775	175.63
KING'S LOCKSMITH	06739	03/29/2019	Keys	508-4303-43403	21.45
KING'S LOCKSMITH	06739	03/29/2019	Service Call	508-4303-43403	68.03
KING'S LOCKSMITH	06739	03/29/2019	Lock Cylinders Rekeyed	508-4303-43403	57.00
Fund 508 - Golf Course Total:					2,633.23
Fund: 509 - Muni Airport					
NM RETIREE HEALTH CARE	022719	03/01/2019	BENEFIT PAYROLL ENDING 02/1...	509-4403-41226	73.06
SIERRA ELECTRIC CO-OP, INC.	022819	03/01/2019	PIPPEN BUILDING	509-4403-43780	66.46
SIERRA ELECTRIC CO-OP, INC.	022819	03/01/2019	AIRPORT FIRE STATION	509-4403-43780	176.56
SIERRA ELECTRIC CO-OP, INC.	022819	03/01/2019	AIRPORT FUELING STATON	509-4403-43780	1,024.88
SIERRA VISTA HOSPITAL	03052019-5	03/08/2019	Collection Fees/ Airport Depart...	509-4403-44615	25.00
VERIZON WIRELESS	030719	03/08/2019	CELL PHONE BILLS/OPEN PO FY ...	509-4403-43775	58.33
CHERRILL'S WESTERN	572885	03/08/2019	Steel toe boots for Blair Wyman	509-4403-44615	150.00
INTERNAL SERVICE FUND	031219	03/18/2019	OIL-MAINT-SAFETY 02/19	509-4403-43316	15.00
INTERNAL SERVICE FUND	031219	03/18/2019	OIL-MAINT-SAFETY 02/19	509-4403-47420	22.54
B & H OIL CO.	47212	03/18/2019	Unleaded Fuel - Open PO FY 18...	509-4403-43316	60.89
NM RETIREE HEALTH CARE	031819	03/22/2019	BENEFIT PR ENDING 03/01/19	509-4403-41226	73.06
WINDSTREAM CORPORATION	031819	03/22/2019	PHONE BILLS - OPEN PO FY 18/...	509-4403-43775	384.14
PINNACLE PROPANE	18043	03/22/2019	F/1 Cylinder-Propane - Open P...	509-4403-43780	266.21
NM RETIREE HEALTH CARE	032519	03/29/2019	BENEFIT PR ENDING 03/15/19	509-4403-41226	73.06
SIERRA ELECTRIC CO-OP, INC.	032619	03/29/2019	AIRPORT FIRE STATION	509-4403-43780	149.06
SIERRA ELECTRIC CO-OP, INC.	032619	03/29/2019	PIPPEN BUILDING	509-4403-43780	32.24

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA ELECTRIC CO-OP, INC.	032619	03/29/2019	AIRPORT FUELING STATON	509-4403-43780	1,027.26
				Fund 509 - Muni Airport Total:	3,677.75
Fund: 600 - Internal Serv					
PARTS PLUS, INC.	1-915586	03/29/2019	15W-40 OIL	600-7003-43316	988.84
				Fund 600 - Internal Serv Total:	988.84
				Grand Total:	817,926.89

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	154,855.79
201 - Corrections	2,624.00
209 - Fire	4,883.11
211 - Law Enforce Prot	1,600.36
214 - Lodgers Tax	41,839.93
216 - Muni Street	8,541.78
294 - State Library	1,738.85
295 - Muni Pool	12,618.16
302 - Elec Construction	19,828.22
303 - Vet Wall	137.29
305 - CI Gen	623.96
306 - CI Jt Uti	36,623.20
501 - Cemetary	223.25
502 - Util Office - Pool	15,980.13
503 - Electric	350,870.57
504 - Water	20,349.10
505 - Solid Waste	31,861.34
506 - WWTP	42,767.16
507 - Solid Waste Transfer Station	62,660.87
508 - Golf Course	2,633.23
509 - Muni Airport	3,677.75
600 - Internal Serv	988.84
Grand Total:	817,926.89

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	13,386.08
101-1000-60725	GRANTS TO SUB-RECIPIE...	2,500.00
101-1001-41226	RETIREE INSURANCE-OFF ...	375.09
101-1001-42310	PER DIEM-OFFICE OF CITY...	66.00
101-1001-43740	PRINTING/PUBLISHING	25.00
101-1001-43775	TELEPHONE	533.79
101-1001-44606	OFFICE SUPPLIES	384.66
101-1001-44615	SAFETY EQUIPMENT	36.08
101-1001-44810	EQUIPMENT & MACHINE...	347.94
101-1002-41226	RETIREE INSURANCE-MUN..	231.99
101-1002-43775	TELEPHONE	93.38
101-1002-44606	OFFICE SUPPLIES	391.53
101-1002-48599	PROFESSIONAL SERVICES	2,115.75
101-1002-60576	Grant Expenses/JAF GRA...	261.17
101-1002-60840	OTHER CAP PUR/AOC/JID ...	441.27
101-1003-41226	RETIREE INSURANCE-OFF ...	460.26
101-1003-42310	PER DIEM-OFF CITY MAN...	123.44
101-1003-42720	EMPLOYEE TRAINING-OFF...	180.00
101-1003-43316	GAS & OIL	149.88
101-1003-43770	SUBSCRIPTION & DUES	39.00
101-1003-43775	TELEPHONE	677.77
101-1003-44606	OFFICE SUPPLIES	137.60
101-1003-44615	SAFETY EQUIPMENT	25.00
101-1003-44810	EQUIPMENT & MACHINE...	275.00
101-1003-47420	MAINTENANCE VEHICLE/...	55.78
101-1003-60784	Grant Expenses	65.50
101-1004-41226	RETIREE INSURANCE-ADM...	682.29
101-1004-43775	TELEPHONE	648.06
101-1004-44606	OFFICE SUPPLIES	242.11
101-1004-44810	EQUIPMENT & MACHINE...	225.13
101-1004-48596	AUDIT CONTRACT-ADMIN...	13,531.93

Account Summary

Account Number	Account Name	Payment Amount
101-1007-41226	RETIREE INSURANCE-POLI...	2,689.06
101-1007-42310	PER DIEM-POLICE DEPT	513.00
101-1007-43316	GAS & OIL	2,320.82
101-1007-43740	PRINTING/PUBLISHING	48.83
101-1007-43770	SUBSCRIPTION & DUES	39.00
101-1007-43775	TELEPHONE	744.20
101-1007-44607	FIELD SUPPLIES	465.14
101-1007-44810	EQUIPMENT & MACHINE...	226.98
101-1007-47420	MAINTENANCE VEHICLE/...	3.20
101-1008-41226	RETIREE INSURANCE-COD...	353.37
101-1008-42620	UNIFORMS LINEN-CODE ...	44.16
101-1008-43316	GAS & OIL	296.08
101-1008-43740	PRINTING/PUBLISHING	26.59
101-1008-43775	TELEPHONE	201.61
101-1008-44606	OFFICE SUPPLIES	190.03
101-1008-44607	FIELD SUPP-CODE ENF/AN...	430.16
101-1008-44615	SAFETY EQUIPMENT	250.24
101-1008-45555	Miscellaneous Exp	272.00
101-1008-47420	MAINTENANCE VEH/EQUI...	373.02
101-1008-48599	OTHER CONTRACTUAL SE...	1,331.01
101-1009-41226	RETIREE INSURANCE-MUN...	350.58
101-1009-43316	GAS & OIL	288.04
101-1009-43317	DIESEL-RECREATION	64.15
101-1009-43403	REGULAR BUILDING MAI...	225.66
101-1009-43740	PRINTING/PUBLISHING	26.59
101-1009-43775	TELEPHONE	339.16
101-1009-44607	FIELD SUPPLIES-MUNI RE...	577.79
101-1009-44615	SAFETY EQUIPMENT	79.40
101-1009-47410	Maintenance Contracts	800.00
101-1009-47415	MAINTENANCE-GROUNDS	3,547.26
101-1009-47420	MAINTENANCE VEHICLE/...	98.24
101-1009-48599	OTHER CONTRACTUAL SE...	900.00
101-1009-80810	OTHER CAPITAL EQUIPM...	35,466.92
101-1010-41226	RETIREE INSURANCE-BUIL...	107.34
101-1010-42305	MILEAGE REIMBURSEME...	128.14
101-1010-42310	PER DIEM-BLDG INSPECT...	97.00
101-1010-43770	SUBSCRIPTION & DUES	2,880.00
101-1010-43775	TELEPHONE	608.69
101-1010-48555	CLEAN UP & DEMOLITION...	953.08
101-1011-41226	RETIREE INSURANCE-STRE...	790.49
101-1011-43775	TELEPHONE	82.58
101-1011-44606	OFFICE SUPPLIES	190.45
101-1012-41226	RETIREE INSURANCE-FLEE...	113.76
101-1012-43316	GAS & OIL	77.47
101-1012-43775	TELEPHONE	209.45
101-1012-47420	MAINTENANCE-VEHICLE/...	120.09
101-1014-41226	RETIREE INSURANCE-FACI...	701.91
101-1014-42720	EMPLOYEE TRAINING-FAC...	375.00
101-1014-43316	GAS & OIL	380.16
101-1014-43403	REGULAR BUILDING MAI...	714.68
101-1014-43775	TELEPHONE	462.70
101-1014-44607	FIELD SUPPLIES-FACILITY ...	1,611.21
101-1014-44810	EQUIPMENT & MACHINE...	8.44
101-1014-47410	MAINTENANCE CONTRAC...	53.94
101-1014-47420	MAINTENANCE-VEHICLE/...	64.31
101-1016-41226	RETIREE INSURANCE-LIBR...	476.67
101-1016-43770	SUBSCRIPTION & DUES	1,578.54
101-1016-44830	CITY BOOK PURCHASING-L..	4,892.52

Account Summary

Account Number	Account Name	Payment Amount
101-1017-48599	OTHER CONTRACTUAL SE...	21,228.28
101-1018-43780	UTILITIES	23,658.12
201-1903-44805	AUTO/LAB/DWI/JUD ED	439.00
201-1903-48710	CARE OF PRISONERS-COR...	2,185.00
209-1603-43316	GAS & OIL	139.97
209-1603-43770	SUBSCRIPTION & DUES	366.76
209-1603-43775	TELEPHONE	117.61
209-1603-43780	UTILITIES	1,233.55
209-1603-47405	MAINTENANCE-BUILDING...	1,047.03
209-1603-47420	MAINTENANCE VEHICLE/...	743.23
209-1603-80845	OTHER CAPITAL PURCHAS...	1,234.96
211-2003-42535	EMPLOYEE TRAINING	750.00
211-2003-44573	UNIFORM & EQUIPMENT	850.36
214-2503-44810	EQUIPMENT & MACHINE...	1,939.49
214-2503-47406	PROMOTIONAL/ADVERTIS...	535.60
214-2503-47597	9% ADVERTISING/MARKET..	29,086.17
214-2503-48599	OTHER CONTRACTUAL SE...	3,864.04
214-2503-48815	SERVICE CONTRACTS-LO...	416.66
214-2503-60596	STATE ADVERTISING GRA...	5,997.97
216-4503-42720	EMPLOYEE TRAINING-M...	200.00
216-4503-43316	GAS & OIL	331.37
216-4503-43317	DIESEL FUEL-STREET MAI...	3,800.28
216-4503-43550	ROADWAY MAINTENANCE	4,030.23
216-4503-44615	SAFETY EQUIPMENT	150.00
216-4503-47420	MAINT.VEHICLE/FURN/E...	29.90
294-5003-43775	TELEPHONE	81.86
294-5003-48599	OTHER CONTRACTUAL SE...	22.54
294-5003-48830	LIBRARY ACQUISITION (B...	108.45
294-5003-60834	STATE LIBRARY GRANT-ST...	1,526.00
295-4803-34355	POOL DEPOSIT/RENTAL	100.00
295-4803-41226	RETIREE INSURANCE-MUN..	296.61
295-4803-42720	EMPLOYEE TRAINING-M...	4,445.00
295-4803-43780	UTILITIES-MUNI POOL	6,456.22
295-4803-44607	FIELD SUPPLIES-MUNI PO...	858.00
295-4803-44810	EQMT/MACHINERY-MUNI...	462.33
302-4603-12906	CWPA TORC 6 OPERATING	19,828.22
303-4703-43775	TELEPHONE	137.29
305-6003-43815	SOFTWARE LIC/SOFTWAR...	623.96
306-6103-12902	CWPA TORC 2 OPERATING	20,044.64
306-6103-12918	CWPA TORC 18 OPERATI...	1,381.20
306-6103-12919	CWPA TORC 19 OPERATI...	15,197.36
501-1803-43780	UTILITIES	223.25
502-3601-41226	RETIREE INSURANCE-UTIL...	810.65
502-3601-43316	GAS & OIL	384.52
502-3601-43735	POSTAGE & MAIL SERVICE...	5,000.00
502-3601-43775	TELEPHONE	832.59
502-3601-43780	UTILITIES	541.75
502-3601-44606	OFFICE SUPPLIES	2,346.30
502-3601-44607	FIELD SUPPLIES	302.13
502-3601-44810	EQUIPMENT & MACHINE	549.60
502-3601-47410	MAINTENANCE CONTRAC...	4,672.59
502-3601-47420	MAINT. FURNITURE/FIX/...	540.00
503-3702-41226	RETIREE INSURANCE-ELEC...	833.24
503-3702-42310	PER DIEM-ELECTRIC DIVIS...	704.00
503-3702-42720	EMPLOYEE TRAINING-ELE...	500.00
503-3702-43316	GAS & OIL	336.51
503-3702-43317	DIESEL FUEL-ELECTRIC DIV...	455.92
503-3702-43740	PRINTING/PUBLISHING	24.67

Account Summary

Account Number	Account Name	Payment Amount
503-3702-43770	SUBSCRIPTION & DUES	1,435.37
503-3702-43775	TELEPHONE	100.38
503-3702-43780	UTILITIES	11,533.98
503-3702-44606	OFFICE SUPPLIES	373.45
503-3702-44607	FIELD SUPPLIES	1,882.95
503-3702-44810	EQUIPMENT/MACHINERY...	38.66
503-3702-45796	FRANCHISE TAX-ELECTRIC...	4,435.37
503-3702-47415	MAINTENANCE/GROUNDS..	4,318.90
503-3702-47420	MAINTENANCE-VEHICLE/...	3,493.36
503-3702-48599	OTHER CONTRACTUAL SE...	1,399.94
503-3702-50795	WHOLESALE POWER COS...	240,332.18
503-3702-80810	OTHER CAPITAL EQUIPM...	78,671.69
504-3803-41226	RETIREE INSURANCE-WAT...	428.97
504-3803-42620	UNIFORM/LINEN-WATER ...	273.00
504-3803-42720	EMPLOYEE TRAINING-WA...	60.00
504-3803-43316	GAS & OIL	365.10
504-3803-43317	DIESEL-WATER DIVISION	640.79
504-3803-43770	SUBSCRIPTION/DUES	795.00
504-3803-43775	TELEPHONE	124.63
504-3803-43780	UTILITIES	14,464.92
504-3803-43797	WATER CONSERVATION-...	1,717.13
504-3803-44615	SAFETY EQUIPMENT	704.40
504-3803-45796	FRANCHISE TAX-WATER D...	642.80
504-3803-47420	MAINTENANCE-VEHICLE/...	132.36
505-3904-34601	WASTE DISPOSAL	20,268.06
505-3904-41226	RETIREE INSURANCE-SOLI...	1,059.36
505-3904-42720	EMPLOYEE TRAINING-SOL...	400.00
505-3904-43316	GAS & OIL	398.59
505-3904-43317	DIESEL FUEL-SOLID WASTE..	2,163.57
505-3904-43770	SUBSCRIPTION & DUES	1,211.04
505-3904-43775	TELEPHONE	221.68
505-3904-43780	UTILITIES	1,678.99
505-3904-44607	FIELD SUPPLIES-SOLID WA...	11.94
505-3904-44615	SAFETY EQUIPMENT	133.80
505-3904-44810	EQUIPMENT & MACHINE...	27.96
505-3904-45796	FRANCHISE TAX	1,244.38
505-3904-47420	MAINTENANCE-VEHICLE/...	3,041.97
506-4005-41226	RETIREE INSURANCE-WAS...	452.52
506-4005-42720	EMPLOYEE TRAINING-WA...	528.00
506-4005-43316	GAS & OIL	235.85
506-4005-43317	DIESEL FUEL-WASTEWAT...	75.13
506-4005-43416	O & M PURCHASES-WAST...	2,846.88
506-4005-43770	SUBSCRIPTION & DUES	1,301.00
506-4005-43775	TELEPHONE	215.54
506-4005-43780	UTILITIES	17,891.18
506-4005-44605	CHEMICALS/LABORATORY...	3,337.10
506-4005-44607	FIELD SUPPLIES-WASTEW...	6,682.83
506-4005-47420	MAINTENANCE-VEHICLE/...	265.15
506-4005-48798	VILLAGE OF WILLIAMSBU...	8,935.98
507-4203-43317	DIESEL FUEL-LANDFILL	611.89
507-4203-44607	FIELD SUPPLIES	41.98
507-4203-44810	EQUIPMENT & MACHINE...	118.35
507-4203-45601	WASTE DISPOSAL	56,151.62
507-4203-47410	MAINTENANCE CONTRAC...	534.99
507-4203-47415	Maintenance-Grounds	30.00
507-4203-80845	CAPITAL PURCHASES(LAN...	5,172.04
508-4303-43403	REGULAR BUILDING MAI...	146.48
508-4303-43775	TELEPHONE	175.63

Account Summary

Account Number	Account Name	Payment Amount
508-4303-43780	UTILITIES	714.19
508-4303-44607	FIELD SUPPLIES	618.92
508-4303-47415	MAINTENANCE-GROUNDS	365.80
508-4303-47420	MAINTENANCE VEHICLE/...	612.21
509-4403-41226	RETIREE INSURANCE-AIR...	219.18
509-4403-43316	GAS & DIESEL	75.89
509-4403-43775	TELEPHONE	442.47
509-4403-43780	UTILITIES	2,742.67
509-4403-44615	SAFETY EQUIPMENT	175.00
509-4403-47420	MAINTENANCE VEH/EQUI...	22.54
600-7003-43316	GAS & OIL	988.84
	Grand Total:	817,926.89

Project Account Summary

Project Account Key	Payment Amount
None	817,926.89
Grand Total:	817,926.89



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 10, 2019

Agenda Item #: **G.1**

SUBJECT: Approve Resolution No. 34 18/19 Authorizing the Execution and Delivery of a Taxable Loan Agreement and Intercept Agreement by and Between The City of Truth or Consequences and NMFA

DEPARTMENT: Community Development

DATE SUBMITTED: April 2, 2019

SUBMITTED BY: Traci Burnette

WHO WILL PRESENT THE ITEM: Traci Burnette

Summary/Background:

On 1-9-2019 City Commission Approved Resolution 22 18/19 Authorizing and Approving Submission of a completed application to NMFA for financial assistance and project approval for the purpose of Law Enforcement Equipment. NMFA has approved the application.

Recommendation:

Approve Resolution No 34 18/19 Authorizing the Execution and Delivery of a Taxable Loan Agreement and Intercept Agreement By and Between The City Of Truth or Consequences and NMFA in the amount of \$103,833.00 for the Purpose of Purchasing Law Enforcement Camera and Radio Equipment.

Attachments:

- Resolution 34 18/19
- NMFA Supporting Documents

Fiscal Impact (Finance): Yes

\$104,141.89

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: 2019 AR Resolution 34 18-19

STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY

The City Commission (the "Governing Body") of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at the Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, being the meeting place of the Governing Body for the regular meeting held on April 10, 2019, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

Absent:

Also Present:

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

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
RESOLUTION NO. 34 2018/2019

AUTHORIZING THE EXECUTION AND DELIVERY OF A TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$103,833 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING LAW ENFORCEMENT CAMERA AND RADIO EQUIPMENT FOR THE GOVERNMENTAL UNIT AND PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE TAXABLE LOAN AGREEMENT SOLELY FROM THE ONE-QUARTER OF ONE PERCENT (.25%) MUNICIPAL GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-9, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF THE ONE-QUARTER OF ONE PERCENT (.25%) MUNICIPAL GROSS RECEIPTS TAX 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 TAXABLE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

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

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

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

WHEREAS, the Taxable 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 Taxable Loan Agreement; and

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Taxable Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk-Treasurer this Resolution and the forms of the Taxable 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 Taxable 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 Resolution to authorize the execution and delivery of the Taxable Loan 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 Taxable Loan Agreement, (ii) the use of the proceeds of the Taxable Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Taxable Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Resolution, 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, NMSA 1978, as amended, Section 7-19D-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the Taxable Loan Agreement and Intercept Agreement, including this Resolution.

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

“Authorized Officers” means the Mayor, Mayor Pro Tem, Finance Director and City Clerk-Treasurer.

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

“Closing Date” means the date of execution, delivery and funding of the Taxable 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 Exhibit “A” to the Taxable Loan Agreement, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expenses” means the cost of ISSUANCE of the Taxable 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 Taxable 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 Taxable 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 Resolution and not solely to the particular section or paragraph of this Resolution 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 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 (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 Taxable 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 Taxable Loan Agreement.

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

“Parity Obligations” means the Taxable 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 Taxable Loan Agreement, including those obligations described on the Term Sheet attached as Exhibit “A” to the Taxable Loan Agreement.

“Pledged Revenues” means the one-quarter of one percent (.25%) Municipal Gross Receipts Tax enacted pursuant to Section 7-19D-9, NMSA 1978, as amended, and the Tax Ordinance, distributed to the Governmental Unit, which is utilizing the Project and benefiting from the Taxable Loan Agreement, which distribution is made monthly by the Distributing State Agency .

“Processing Fee” means the processing fee to be paid on the Closing Date by the Governmental Unit to the Finance Authority for the costs of originating and servicing the Loan, as shown on Exhibit A” to the Taxable Loan Agreement.

“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 Taxable Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the project described in Exhibit “A” to the Taxable Loan Agreement.

“Resolution” means this RESOLUTION NO. 34 2018/2019 adopted by the Governing Body on April 10, 2019, approving the Taxable Loan Agreement and the Intercept Agreement as amended from time to time.

“State” means the State of New Mexico.

“Tax Ordinance” means Ordinance No. 606 passed and approved by the Governmental Unit pursuant to the Act on June 14, 2011, which imposes the one-quarter of one percent (.25%) of the

Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.

“Taxable Loan Agreement” means the Taxable 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.

“Taxable Loan Agreement Principal Amount” means the original principal amount of the Taxable Loan Agreement as shown on Exhibit “A” to the Taxable 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. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Taxable Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Taxable Loan Agreement and the Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Taxable 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. Findings. 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 Taxable 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 acquiring the Project.

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

E. The Project and the execution and delivery of the Taxable Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are 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 acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in Exhibit "A" to the Taxable Loan Agreement, 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 Taxable 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 Tax Ordinance, which imposes the one-quarter of one percent (.25%) 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 Government unit receives Pledged Revenues from the Distributing State Agency.

Section 5. Taxable Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Taxable Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$103,833 plus interest thereon, and the execution and delivery of the Taxable Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project; (ii) pay the Processing Fee; and (iii) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Taxable Loan Agreement and Intercept Agreement shall be in substantially the forms of the Taxable Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of \$103,833, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Taxable Loan Agreement and bear interest payable on November 1 and May 1 of each year, beginning on November 1, 2019, at the rates designated in Exhibit "B" to the Taxable Loan Agreement.

Section 6. Approval of Taxable Loan Agreement and Intercept Agreement. The forms of the Taxable Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Taxable 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 Taxable Loan Agreement and the Intercept Agreement and attest the same. The execution of the Taxable Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Taxable Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Taxable Loan Agreement and shall be payable solely from the Pledged Revenues. The Taxable 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 Resolution and the Taxable Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Taxable Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution or in the Taxable 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 Resolution, the Taxable 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 Taxable 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 Taxable Loan Agreement, in its sole and absolute discretion.

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

A. Program Account, Finance Authority Debt Service 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, 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 Taxable Loan Agreement in the Program Account; and (ii) the payment of the Processing Fee to the Finance Authority, all as set forth in Exhibit "A" to the Taxable Loan Agreement.

The proceeds derived from the execution and delivery of the Taxable Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account and Finance Authority Debt Service Account and the Processing Fee shall be paid to the Finance Authority, all as provided in the Taxable 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 acquiring the Project in compliance with applicable law and the provisions of the Taxable Loan Agreement and the Indenture.

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

B. Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days 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 Taxable Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. 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 Taxable Loan Agreement or of any other funds herein designated.

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

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, Pledged Revenues shall be paid directly by the Distributing State Agency 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 Taxable Loan Agreement.

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 totals a sum at least equal to the entire aggregate amount to become due as to principal, interest on, and any other amounts due under, the Taxable 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. Use of Surplus Revenues. 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 Taxable 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. Lien on Pledged Revenues. Pursuant to the Taxable 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 Taxable Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Resolution. The Taxable 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 Taxable Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Taxable 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 Resolution, the Taxable Loan Agreement and the Intercept

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

Section 12. Amendment of Resolution. Prior to the date of the initial delivery of the Taxable Loan Agreement to the Finance Authority, the provisions of this Resolution may be supplemented or amended by resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. This Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Taxable Loan Agreement and Intercept Agreement have been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Taxable Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

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

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

(Form of Summary of Resolution for Publication)

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

Notice is hereby given of the title and of a general summary of the subject matter contained in RESOLUTION NO. 34 2018/2019, duly adopted and approved by the Governing Body of the City of Truth or Consequences, New Mexico, on April 10, 2019. A complete copy of the Resolution 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 87901.

The title of the Resolution is:

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
RESOLUTION NO. 34 2018/2019

AUTHORIZING THE EXECUTION AND DELIVERY OF A TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$103,833 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING LAW ENFORCEMENT CAMERA AND RADIO EQUIPMENT FOR THE GOVERNMENTAL UNIT AND PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE TAXABLE LOAN AGREEMENT SOLELY FROM THE ONE-QUARTER OF ONE PERCENT (.25%) MUNICIPAL GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-9, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF THE ONE-QUARTER OF ONE PERCENT (.25%) MUNICIPAL GROSS RECEIPTS TAX 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 TAXABLE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Resolution 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 APRIL 10, 2019.

TRUTH OR CONSEQUENCES, NEW MEXICO

By _____
Sandra Whitehead, Mayor

[SEAL]

ATTEST:

By _____
Renee Cantin, City Clerk-Treasurer

Commissioner _____ then moved adoption of the foregoing Resolution, duly seconded by Commissioner _____.

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

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

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

After consideration of matters not relating to the Resolution, 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 _____
Renee Cantin, City Clerk-Treasurer

EXHIBIT "A"

Meeting Agenda
of the April 10, 2019
City Commission Meeting

(See attached)

STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY

I, Renee Cantin, 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 the Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, on April 10, 2019, at the hour of 9:00 a.m., insofar as the same relate to the execution and delivery of the proposed Taxable Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. 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 10th day of April, 2019.

TRUTH OR CONSEQUENCES, NEW MEXICO

By _____
Renee Cantin, City Clerk-Treasurer

[SEAL]

5024873.docx

\$103,833

TAXABLE LOAN AGREEMENT

dated

May 17, 2019

by and between the

NEW MEXICO FINANCE AUTHORITY

and

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

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

TAXABLE LOAN AGREEMENT

THIS TAXABLE LOAN AGREEMENT dated May 17, 2019, 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 Taxable Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the costs of purchasing law enforcement equipment as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

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

WHEREAS, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed the 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 Taxable Loan Agreement; and

WHEREAS, the Governmental Unit is a disadvantaged qualified entity within the meaning of Section 8(B)(4)(b) of the Finance Authority's Amended Rules and Regulations Governing the Public Project Revolving Fund Program; 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 Taxable Loan Agreement; and

WHEREAS, the Finance Authority may assign and transfer this Taxable 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 Taxable Loan Agreement, and the Governmental Unit desires to pledge the Pledged Revenues toward the payment of this Taxable 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 Taxable Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Governing Body pursuant to Resolution; and

WHEREAS, the execution and performance of this Taxable 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 Taxable 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 Taxable 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 NMSA 1978, as amended and Section 7-19D-9, NMSA 1978, as amended, and enactments of the Governing Body relating to this Taxable Loan Agreement and Intercept Agreement, including the Resolution.

“Additional Payment Obligations” mean payments in addition to Taxable Loan Agreement Payments required by this Taxable Loan Agreement, including, without limitation, 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 Taxable 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, Mayor Pro Tem, 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 Taxable 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 Taxable Loan Agreement.

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

“Expenses” means the costs of issuance of this Taxable Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Taxable 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 Taxable 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 May 17, 2019, 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 Taxable Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

“Interest Component” means the portion of each Taxable Loan Agreement Payment paid as interest on this Taxable Loan Agreement as shown on Exhibit “B” hereto.

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

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

“Parity Obligations” means this Taxable 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 Taxable 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 Tax Ordinance and pledged to payment of the Taxable Loan Agreement Payments pursuant to the Resolution and described on the Term Sheet.

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

"Processing Fee" means the processing fee to be paid on the Closing Date by the Governmental Unit to the Finance Authority for the costs of originating and servicing the Loan, as shown 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 this Taxable Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

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

"Resolution" means the Governmental Unit RESOLUTION NO. 34 2018/2019 adopted by the Governing Body on April 10, 2019, approving this Taxable Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Taxable Loan Agreement Payments as shown on the Term Sheet.

"Tax Ordinance" means Ordinance No. 606 passed and approved by the Governmental Unit pursuant to the Act on June 14, 2011, with an effective date of January 1, 2012, which imposes a Municipal Gross Receipts Tax known as one-quarter of one percent (.25%) of the gross receipts of all persons engaging in business within the Governmental Unit.

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

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

"Taxable 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 Taxable Loan Agreement as shown on Exhibit "B" hereto.

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

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

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

“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 the Processing Fee, administrative expenses, reports and indemnity against claims pursuant to the provisions of this Taxable Loan Agreement which are withheld in the granting clauses of the Indenture from the pledge, assignment and transfer of this Taxable Loan Agreement to the Trustee.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

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

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Taxable 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 Taxable Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Taxable Loan Agreement and the Resolution shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Taxable 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 Taxable Loan Agreement shall be liable personally on this Taxable Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Taxable Loan Agreement and Intercept Agreement. 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 Taxable 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 Taxable Loan Agreement, the Intercept Agreement, and the other documents related to the transaction.

(d) Use of Taxable Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Taxable Loan Agreement to the acquisition of the Project.

(e) Payment of Taxable Loan Agreement. The Governmental Unit shall promptly pay Taxable Loan Agreement Payments, as specified in Exhibit "B" hereto, according to the true intent and meaning of this Taxable Loan Agreement. Taxable 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 Taxable Loan Agreement shall be construed as obligating the Governmental Unit to pay Taxable Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Taxable 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) Acquisition and Completion of Project. The Project will consist of acquiring new law enforcement equipment, as more fully described in the Term Sheet. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Project complies with Section 7-19D-9 NMSA 1978, as amended.

(g) Necessity of Project. The acquisition of the Project under the terms and conditions provided for in this Taxable 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) Legal, Valid and Binding Special Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Taxable Loan Agreement and the Intercept Agreement, and this Taxable Loan Agreement and the Intercept Agreement constitute legal, valid and binding special obligations of the Governmental Unit enforceable in accordance with their terms.

(i) Taxable Loan Agreement Term. The weighted average maturity of 2.975 years of the Taxable Loan Agreement does not exceed the reasonably expected life of the Project.

(j) Use of Project. During the Taxable Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit as a whole.

(k) No Excess Taxable Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Taxable Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; and (ii) an amount necessary to pay the Processing Fee and the costs related to issuance of the Bonds, if any.

(l) No Breach or Default Caused by Taxable Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Taxable Loan Agreement and the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions in this Taxable 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.

(m) Irrevocable Enactments. While this Taxable 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 Taxable Loan Agreement, including the Tax Ordinance and the Resolution, shall be irrevocable until this Taxable 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 Taxable Loan Agreement Payments.

(n) 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 Taxable Loan Agreement remains outstanding.

(o) 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 Taxable Loan Agreement or the Intercept Agreement or to comply with its obligations under this Taxable Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Taxable 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.

(p) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Taxable Loan Agreement and the Intercept Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Taxable Loan Agreement or the Intercept Agreement.

(q) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Taxable 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.

(r) 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 Taxable Loan Agreement Term, are

reasonably expected to equal or exceed, one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

(s) No Extension of Interest Payments. The Governmental Unit will not extend or be a party to the extension of the time for paying any interest on this Taxable Loan Agreement.

(t) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Taxable 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.

(u) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: annual audits, operational data required to update information in any disclosure documents used to assign or securitize the Taxable 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.

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

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

(a) Authorization of Taxable 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 Taxable Loan Agreement and the Intercept Agreement and, by proper action, has duly authorized the execution and delivery of this Taxable Loan Agreement and the Intercept Agreement based upon the Finance Authority's findings that:

(i) The Governmental Unit is a disadvantaged qualified entity in that its median household income is \$26,877, which is less than eighty percent (80%) of the State median household income of \$44,963.

(ii) The Project is important to the overall capital needs of the State and directly enhances the health and safety of the residents of the Governmental Unit."

(b) Assignment of Rights. The Finance Authority may not pledge or assign the Pledged Revenues, the Taxable Loan Agreement Payments or any of its other rights under this Taxable Loan Agreement and the Intercept Agreement except to the Trustee pursuant to the Indenture.

(c) No Breach or Default Caused by Taxable Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Taxable Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions of this Taxable Loan Agreement or the Intercept Agreement, nor the consummation of the transactions contemplated in this Taxable 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) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Taxable Loan Agreement or the Intercept Agreement, or to comply with its obligations under this Taxable Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Taxable Loan Agreement or the Intercept Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Taxable Loan Agreement and the Intercept Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(e) Legal, Valid and Binding Obligations. This Taxable Loan Agreement and the Intercept Agreement constitute the legal, valid and binding obligations of the Finance Authority enforceable in accordance with their terms.

(f) Taxable Reimbursement of Amount Loaned. 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 taxable bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date.

ARTICLE III TAXABLE LOAN AGREEMENT TERM

The Taxable Loan Agreement Term shall commence on the Closing Date and shall not terminate until this Taxable Loan Agreement has been paid in full or provision for the payment of this Taxable 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 Taxable 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 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; and

(c) To the Finance Authority, payment in the amount shown on the Term Sheet as the Processing Fee.

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 Taxable Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Taxable 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 Taxable 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 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 Taxable Loan Agreement, including payment of the Taxable 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 Taxable Loan Agreement Payments at the time and in the manner contemplated by this Taxable Loan Agreement, then, upon such final payment or provision for payment by the Governmental Unit, this Taxable Loan Agreement and the rights created thereby shall terminate; otherwise, this Taxable Loan Agreement shall remain in full force and effect. The Taxable 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 Taxable Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that this Taxable Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Taxable 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 Taxable 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 Taxable 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 Payment Obligations of Governmental Unit. 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. The Finance Authority Debt Service Account shall be established and held by the Finance Authority 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 Taxable Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service 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) Interest Components. (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 Taxable Loan Agreement (which is November 1, 2019), 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 Taxable Loan Agreement as described in Exhibit "B";

(ii) Principal Payments. (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, 2020), 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 Taxable Loan Agreement during the Taxable Loan Agreement Term, as described in Exhibit "B".

(b) Each Taxable Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.

(c) 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 Taxable 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 Disposition of Payments by the Trustee. The Trustee shall deposit all moneys received from the Finance Authority under this Taxable Loan Agreement in accordance with the Indenture.

Section 5.5 Additional Parity Obligations. No provision of this Taxable 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 Taxable 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 as provided herein.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Taxable 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 Taxable 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 Taxable Loan Agreement nor to prevent the issuance of

bonds or other obligations refunding all or part of this Taxable 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 Taxable Loan Agreement.

Section 5.6 Refunding Obligations. The provisions of Section 5.5 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Taxable 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 Taxable Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Taxable Loan Agreement or bonds to be refunded may not be compelled to surrender this Taxable Loan Agreement or their bonds, unless this Taxable 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 Taxable 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 Taxable 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 Taxable Loan Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this Taxable 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 Taxable Loan Agreement).

Section 5.7 Investment of Governmental Unit Funds. 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 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 Taxable Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI THE PROJECT

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

Section 6.2 Disbursements From the Program Account. 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 Exhibit "C" 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 Taxable Loan Agreement.

Section 6.3 Completion of the Project. 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 Exhibit "D" 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 Application of Taxable Loan Agreement Proceeds Subsequent to Completion of the Project. 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 Taxable 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 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.3 Requirements of Law. During the Taxable 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 Taxable 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 Taxable 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 Taxable 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 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII PREPAYMENT OF TAXABLE LOAN AGREEMENT PAYMENTS

Section 8.1 Prepayment. The Governmental Unit is hereby granted the option to prepay any of the Principal Components of this Taxable Loan Agreement in whole or in part on any day on or after one (1) year following the Closing Date without penalty or prepayment premium. The Governmental Unit may designate the due dates of any Principal Components being prepaid in the event of a partial prepayment. Notice of intent to make such prepayment shall be provided to the Finance Authority and the Trustee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Trustee shall recalculate the Taxable Loan Agreement Payments due under this Taxable Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

Section 8.2 Defeasance. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Taxable Loan Agreement shall be deemed to have been paid and defeased, then the Taxable Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit's payment obligations hereunder shall be terminated, this Taxable 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 Taxable 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 Taxable 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 Taxable 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 acquisition or operation of the Project during the Taxable 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 acquisition or operation of the Project in excess of the Taxable 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 Events of Default Defined. Any one of the following shall be an Event of Default under this Taxable Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Taxable 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 Taxable 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 Taxable Loan Agreement or in any instrument furnished in compliance with or in reference to this Taxable 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 Remedies on Default. 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 Taxable 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 Taxable 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 Taxable 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 Taxable 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 Taxable Loan Agreement.

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

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 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 Taxable Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Taxable Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Taxable 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 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. 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 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows: if to the Governmental Unit, 505 Sims Street, Truth or Consequences, New Mexico 87901, Attention: City Clerk-Treasurer; 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 Binding Effect. This Taxable Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. The Governmental Unit agrees that this Taxable 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 Taxable 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 Taxable Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Taxable Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Taxable Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. Pursuant to the Indenture, this Taxable 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 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Taxable 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 Taxable Loan Agreement.

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

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Taxable 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 February 28, 2019, has executed this Taxable Loan Agreement in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Taxable 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

By _____
John Gasparich, Interim Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS
OF THE NEW MEXICO FINANCE AUTHORITY:
Sutin, Thayer & Browne A Professional Corporation
As Loan Counsel

By _____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:

By _____
Daniel C. Opperman, General Counsel

TRUTH OR CONSEQUENCES, NEW MEXICO

[SEAL]

By _____
Sandra Whitehead, Mayor

ATTEST:

By _____
Renee Cantin, City Clerk-Treasurer

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EXHIBIT "A"

TERM SHEET

New Mexico Finance Authority Loan PPRF-4895

Governmental Unit:	Truth or Consequences, New Mexico
Project Description:	Purchase of vehicular and body-worn camera systems, and police radio equipment
Taxable Loan Agreement Principal Amount:	\$103,833
Disadvantaged Funding Amount:	\$103,833
Pledged Revenues:	One-quarter of one percent (.25%) of the Municipal Gross Receipts Tax of the gross receipts of all persons engaging in business within the Governmental Unit.
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:	RESOLUTION NO. 34 2018/2019 adopted on April 10, 2019
Closing Date:	May 17, 2019
Blended Interest Rate:	0.099981%
Program Account Deposit:	\$103,054
Finance Authority Debt Service Account Deposit:	\$0.25
Processing Fee:	\$778.75
First Interest Payment Date:	November 1, 2019
First Principal Payment Date:	May 1, 2020
Final Payment Date:	May 1, 2024

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: \$103,833 Taxable Loan Agreement by and between the City of Truth or Consequences, New Mexico, and the New Mexico Finance Authority (the "Taxable Loan Agreement").

TO: BOKF, NA
c/o New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Accounting

You are hereby authorized to disburse from the Program Account – the City of Truth or Consequences, New Mexico (2019 Law Enforcement Equipment Loan), with regard to the above-referenced Taxable Loan Agreement the following:

LOAN NO.: PPRF-4895

CLOSING DATE: May 17, 2019

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: \$ _____

PURPOSE OF PAYMENT: _____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – the City of Truth or Consequences, New Mexico (2019 Law Enforcement Equipment Loan).

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

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

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

DATED: _____

By _____

Authorized Officer of Borrower

Title _____

Print Name and Title

EXHIBIT "D"

CERTIFICATE OF COMPLETION

RE: \$103,833 Taxable Loan Agreement by and between the City of Truth or Consequences, New Mexico and the New Mexico Finance Authority (the "Taxable Loan Agreement").

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

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

LOAN NO.: PPRF-4895

CLOSING DATE: May 17, 2019

In accordance with Section 6.3 of the Taxable Loan Agreement, the undersigned states, to the best of his or her knowledge, that the acquisition 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 Taxable Loan Agreement.

DATED: _____

By _____
Authorized Officer of Governmental Unit

Title _____
Print Name and Title

INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into May 17, 2019, 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").

W I T N E S S E T H:

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 acquisition of law enforcement equipment for use by 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 Taxable Loan Agreement by and between the Finance Authority and the Governmental Unit of even date herewith (the "Taxable Loan Agreement"); and

WHEREAS, the Governmental Unit desires to acquire the Project and such acquisition 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 of infrastructure and equipment projects upon the execution of the Taxable Loan Agreement and the assignment of Taxable Loan Agreements to a trustee (the "Trustee"); and

WHEREAS, the Governmental Unit desires to borrow \$103,833 from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Taxable 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 Section 7-1-6.15, NMSA 1978, as amended, authorizes the Governmental Unit to direct that its distribution of Municipal Gross Receipts Tax (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 Taxable 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 Taxable Loan Agreement and the Indenture, as defined in the Taxable Loan Agreement.

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$103,833 to finance the acquisition of the Project. Pursuant to the Taxable Loan Agreement and this Intercept Agreement, the Loan and all Taxable 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 Exhibit "A" (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 Section 7-1-6.15, NMSA 1978, as amended, to insure compliance with the Taxable 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 Taxable 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 Taxable Loan Agreement Payment and the Taxable 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 Taxable 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 Taxable 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 Taxable Loan Agreement and other Parity Obligations.

Section 2. Term; Amendments. 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 Taxable 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. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by RESOLUTION NO. 34 2018/2019, passed and adopted on April 10, 2019, by the Governing Body of the Governmental Unit, which Resolution is in full force and effect on the date hereof.

Section 4. Severability of Invalid Provisions. 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. Counterparts. 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. Further Authorization. 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. Effective Date. This Intercept Agreement shall take effect on the Closing Date of the Loan.

Section 8. Initial Intercept Date. 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 June 2019.

Section 9. Final Intercept Date. 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 _____
John Gasparich, Interim Chief Executive Officer

TRUTH OR CONSEQUENCES, NEW MEXICO

By _____
Sandra Whitehead, Mayor

(SEAL)

Attest:

By _____
Renee Cantin, City Clerk-Treasurer

Acknowledged:

By _____
_____, Taxation and Revenue Department

Date _____

EXHIBIT "A"

INTERCEPT SCHEDULE
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

Payment Dates	Pledged Revenues	Amount
Monthly beginning June, 2019 through April, 2020	The distribution of Municipal Gross Receipts Tax Revenues to the City of Truth or Consequences, New Mexico pursuant to Section 7-19D-9, NMSA 1978, and the Tax Ordinance 606 dated June 14, 2011, which distributions are made monthly by the State Taxation and Revenue Department	\$20,081.21
Monthly May, 2020 through April, 2021		\$21,015.84
Monthly May, 2021 through April, 2022		\$21,014.90
Monthly May, 2022 through April, 2023		\$21,014.96
Monthly May, 2023 through April, 2024		\$21,014.98

\$103,833
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, Finance Director 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 RESOLUTION NO. 34 2018/2019 adopted on April 10, 2019 (the "Resolution") 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 _____.

3. From at least January 9, 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:	Kathy Clark
Commissioners:	Rolf Hechler Paul Baca George Szigeti
City Manager/Finance Director:	Morris Madrid
Attorney:	Jaime (Jay) Rubin
City Clerk-Treasurer:	Renee Cantin

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 Taxable Loan Agreement and the Intercept Agreement with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Resolution.

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

7. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Taxable Loan Agreement and Intercept Agreement. No referendum petition has been filed with respect to the Resolution 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 Taxable Loan Agreement or the Intercept Agreement that constitutes a default or an event of default under either the Taxable Loan Agreement, the Intercept Agreement or the Resolution, and no event of default and no default under the Taxable Loan Agreement, the Intercept Agreement or the Resolution 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 Taxable 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 Resolution, the Taxable 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 Taxable Loan Agreement or the Intercept Agreement or to any of the actions required to be taken by the Resolution, the Taxable 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 Resolution; or

B. Any action contemplated by or pursuant to the Resolution, the Taxable 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 Resolution.

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 Taxable Loan Agreement has occurred.

14. Subsequent to the adoption of the Resolution, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate 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 Taxable Loan Agreement except as set forth in the Term Sheet attached as Exhibit "A" to the Taxable Loan Agreement.

15. The Taxable 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 Taxable Loan Agreement on the Pledged Revenues. The Taxable 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 Taxable Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Taxable 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 Taxable 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 Taxable 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 Taxable Loan Agreement, the Intercept Agreement or any proceedings of the Governmental Unit taken with respect to the Taxable Loan Agreement, the Intercept Agreement or the Resolution; (d) the execution and delivery of the Taxable Loan Agreement or the Intercept Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Taxable Loan Agreement, the Intercept Agreement or the Resolution.

17. The Governmental Unit has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Governmental Unit contained in the Taxable Loan Agreement and in the Resolution are true and correct as of the date hereof.

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

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

19. To the best of our knowledge and belief, neither the Mayor, Finance Director, 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. 3rd Street, Truth or Consequences, New Mexico 87901, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Taxable Loan Agreement. Open Meetings Act Resolution No. 01 18/19, as adopted and approved by the Governing Body on July 11, 2018, establishes notice standards as required by Sections 10-15-1 through 10-15-4, NMSA 1978. Open Meetings Act Resolution No. 01 18/19 has not been amended or repealed. All action of the Governing Body with respect to the Taxable Loan Agreement, the Intercept Agreement and the Resolution was taken at meetings held in compliance with Open Meetings Act Resolution No. 01 18/19.

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 Taxable 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 Taxable Loan Agreement.

25. The Mayor, Finance Director and City Clerk-Treasurer, on the date of the signing of the Taxable 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 agreements.

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]

WITNESS our hands and the seal of the Governmental Unit this 17th day of May, 2019.

TRUTH OR CONSEQUENCES, NEW MEXICO

By _____
Sandra Whitehead, Mayor

By _____
Renee Cantin, City Clerk-Treasurer

By _____
Morris Madrid, Finance Director

[SEAL]

APPROVED:

Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 24 and 25 are approved and confirmed.

Jaime (Jay) Rubin, Attorney for the
City of Truth or Consequences, New Mexico

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\$103,833
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, Finance Director 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 Taxable Loan Agreement between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of \$103,833, to the Finance Authority (the "Taxable Loan Agreement"), as authorized by Governmental Unit RESOLUTION NO. 34 2018/2019 (the "Resolution") adopted on April 10, 2019, relating to the execution and delivery of the Taxable Loan Agreement and the Intercept Agreement. The undersigned have received \$103,833 as proceeds from the Taxable Loan Agreement, being the full purchase price therefore.

2. The proceeds of the Taxable 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:	\$103,054.00
Deposit to Finance Authority Debt	
Service Account:	\$ 778.75
Processing Fee paid to the	
Finance Authority:	\$.25
Total:	\$103,833.00

3. The proceeds of the Taxable 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 Taxable Loan Agreement as Exhibit "C" and will be used as set forth in the Resolution and the Taxable Loan Agreement.

WITNESS our hands this May 17, 2019.

TRUTH OR CONSEQUENCES, NEW MEXICO

By _____
Sandra Whitehead, Mayor

By _____
Renee Cantin, City Clerk-Treasurer

By _____
Morris Madrid, Finance Director

[SEAL]

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 Taxable Loan Agreement and the Intercept Agreement.

NEW MEXICO FINANCE AUTHORITY

By _____
John Gasparich, Interim 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)

ROBERT G. HEYMAN (Of Counsel)

ANDREW J. BARANOWSKI
LILIANA BENITEZ DE LUNA
ANNE P. BROWNE
SUZANNE WOOD BRUCKNER

STEFAN R. CHACÓN
MARIA MONTOYA CHAVEZ
OSCAR COBOS
EDUARDO A. DUFFY
TINA MUSCARELLA GOOCH
JESSE D. HALE
SUSAN M. HAPKA
WADE L. JACKSON
DAVID H. JOHNSON
ROBERT J. JOHNSTON
JACQUELINE K. KAFKA
CHRISTINA M. LOONEY
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
MARIPOSA PADILLA SIVAGE
BENJAMIN E. THOMAS
L. CURTIS VERNON

6100 UPTOWN BLVD NE, SUITE 400
ALBUQUERQUE, NEW MEXICO 87110
POST OFFICE BOX 1945
ALBUQUERQUE, NEW MEXICO 87103
505-883-2500
FAX 505-888-6565

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

WWW.SUTINFIRM.COM

May 17, 2019

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

City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

\$103,833 New Mexico Finance Authority
Loan to City of Truth or Consequences,
New Mexico (PPRF-4895)

Ladies and Gentlemen:

We have acted as Loan Counsel to the New Mexico Finance Authority (the "Finance Authority") in connection with the \$103,833 Taxable Loan Agreement (the "Taxable Loan Agreement") between the City of Truth or Consequences, New Mexico (the "Governmental Unit") and the Finance Authority. The Taxable Loan Agreement is executed and delivered by the Governmental Unit pursuant to Sections 3-31-1 through 3-31-12, and Section 7-19D-9, NMSA 1978, as amended, and the Governmental Unit's RESOLUTION NO. 34 2018/2019, adopted on April 10, 2019 (the "Resolution"). The Taxable Loan Agreement has been executed and delivered to provide funds for purchasing law enforcement equipment and to pay the Processing Fee, as described in the Taxable Loan Agreement.

We have examined the Taxable Loan Agreement, Resolution 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 Resolution and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made by the Governmental Unit's legal counsel in the certified proceedings.

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

May 17, 2019

Page 2

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

1. The Resolution creates a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates the pledge of the Municipal Gross Receipts Tax (the "Pledged Revenues") which it purports to create.

2. The Taxable Loan Agreement is a valid and binding special limited obligation of the Governmental Unit, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

3. The Taxable 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 Taxable 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 Taxable 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 Taxable Loan Agreement and the Taxable 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. The Taxable 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.

We express no opinion with respect to the provisions of the Taxable Loan Agreement and the Resolution 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 Taxable 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

May 17, 2019
Page 3

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



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 10, 2019

Agenda Item #: **G.2**

SUBJECT: Resolution No. 35 2018/2019 amending the Animal Shelter Fees and repealing Resolution No. 34 2017/2018.

DEPARTMENT: Police Department (Animal Control)

DATE SUBMITTED: April 2, 2019

SUBMITTED BY: Chief Randall Aragon

WHO WILL PRESENT THE ITEM: [Click here to enter text.](#)

Summary/Background:

Currently our Animal Shelter employees perform microchipping on our shelter animals (dogs & cats) as requested by those citizens that are adopting a pet. Customers have asked about the possibility of the Animal Shelter implanting "microchips" on their dogs and/or cats that were not adopted.

Each year over 3 million animals are euthanized in pet shelters. Many of these animals are someone's pet that either got lost or was found wandering through busy streets. Now with microchipping, missing pets can be taken back to their rightful owners quickly! A microchip is approximately the size of a grain of rice. It is placed under a pet's skin using a needle. The microchip itself carries a number which when read by the microchip reader will allow the operator to contact the database representative who will then provide the operator with contact information like name, phone number and address of the pet's owner. Consequently, if a pet wanders off and a pet shelter or vet's office picks him or her up, they can scan the pet's body to find out who the dog or cat belongs to. Pets that receive a microchip implant will feel the same amount of pain as a vaccination.

If approved, the Animal Shelter will charge a \$20.00 fee per pet which will more than covers the cost of each chip.

Recommendation:

Approve Resolution No. 35 2018/2019 amending the Animal Shelter Fees and repealing Resolution No. 34 2017/2018.

Attachments:

- Resolution No. 35 2018/2019

Fiscal Impact (Finance): Yes

Increase in revenue. Microchips cost the Police Department \$10.00 each; our fee will be \$20.00. Veterinarians typically charge approximately \$50.00 per implant.

Legal Review (City Attorney): Yes

Sent to Legal to review Resolution as to form.

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. Resolution No. 35 2018/2019 Ordinance No. N/A

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: AR (fillable)-Resolution 35-amending Animal Shelter Fees.docx



CITY OF TRUTH OR CONSEQUENCES

RESOLUTION NO. 35 2018/2019

A RESOLUTION ESTABLISHING FEES FOR THE NEW ANIMAL SHELTER AND REPEALING RESOLUTION NO. 34 2017/2018.

WHEREAS, the new Truth or Consequences Animal Shelter was opened in April 2018;
and

WHEREAS, the City operates the Animal Shelter; and

WHEREAS, it was determined the fees for Microchipping need to be increased in order
to also charge for the service; and

WHEREAS, the City staff has reviewed rates charged by other area animal shelters and
determined the proposed fees set forth on Exhibit A are reasonable to other shelter fees.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Truth
or Consequences:

1. The Animal Shelter Fees as set forth in Exhibit 'A', attached hereto and incorporated herein by this reference, will be effective immediately upon adoption.
2. The City Commission may review the fees set forth in Exhibit A annually.
3. The City Manager or his/her designee at his/her discretion may waive or reduce fee(s) on existing verbal or written agreements in effect upon adoption of this resolution.

NOW THEREFORE, BE IT FURTHER RESOLVED that this Resolution repeals
Resolution No. 34 2017/2018.

PASSED, APPROVED AND ADOPTED this 10th day of April, 2019.

Sandra Whitehead, Mayor

ATTEST:

Renee L. Cantin, City Clerk-Treasurer

Exhibit A

Fee Schedule

Impound Fee	\$30.00	
Quarantine Fee	\$30.00	
Adoption Price	\$55.00 dog/puppies w/o tax	
Adoption Price	\$75.00 cat/kitten w/o tax	
Adoption Fee	\$25.00 PCT	\$10.00
Felv Test	\$20.00	
Parvo	\$10.00	
Microchip	\$10.00 \$20.00	
Bordetella	\$10.00	

- The adoption price for dogs/puppies includes the Adoption fee, Parvo, Microchip, Bordetella.
- The adoption price for cats/kittens includes the Adoption fee, first Pct, Felv-test, Microchip, Bordetella



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 10, 2019

Agenda Item #: **G.3**

SUBJECT: Resolution No. 36 2018/2019 declaring surplus property to be nonessential for Public or Government Functions for the Police Department and Sanitation Department.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: April 2, 2019

SUBMITTED BY: Renee Cantin, Clerk-Treasurer

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

Summary/Background:

Pursuant to Section 3-54-2.D of the New Mexico State Statutes, 1978, Annotated, the City of Truth or Consequences has property that is no longer needed. See items I.1 and I.2 for requests for disposition.

Recommendation:

Approve Resolution No. 36 2018/2019 declaring surplus property to be nonessential for Public or Government Functions for the Police Department and Sanitation Department.

Attachments:

- Resolution No. 36 2018/2019
- Items List

Fiscal Impact (Finance): TBD

Unrealized revenue for the recycling company for the dumpsters. The other item is requested to be gifted to the HSHS.

Legal Review (City Attorney): Yes

Requested to review.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Resolution No. 36 2018/2019 Ordinance No. N/A

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: AR – Res. 36 18-19 surplus property-PD-SW.docx



RESOLUTION NO. 36 18/19

A RESOLUTION DECLARING SURPLUS PROPERTY TO BE NONESSENTIAL FOR PUBLIC OR GOVERNMENT FUNCTIONS TO BE SOLD PURSUANT TO §3-54-2 NMSA

WHEREAS, the City Commission of the City of Truth or Consequences finds surplus property to be nonessential for public or government functions; and

Whereas, PURSUANT TO Section 3-54-2.D of the New Mexico State Statutes, 1978, Annotated, the City of Truth or Consequences serves notice that the City will either gift or exchange the proposed items on this list from the Police Department and Sanitation Departments.

NOW, THEREFORE, BE IT RESOLVED THAT:

- The City of Truth or Consequences may sell, at a private or public sale, exchange or donate real or personal property to the state, to any of its political subdivisions or to the federal government if such sale, exchange or gift is in the best interests of the public and is approved by the local government division of the department of finance and administration. The provisions of Section 6-6-11 NMSA 1978 shall not apply to such sale, exchange or a donation.

PASSED, APPROVED AND ADOPTED this 10th day of April, 2019.

Sandra Whitehead, Mayor

ATTEST:

Reneé L. Cantin, CMC, City Clerk

[illegible]



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 10, 2019

Agenda Item #: **H.1**

SUBJECT: Amend Award IFB: 18-19-006 WWTP and Lift Station Improvements Phase 2B

DEPARTMENT: Community Development

DATE SUBMITTED: April 2, 2019

SUBMITTED BY: Traci Burnette Grants/Projects Coordinator & Zoning Official

WHO WILL PRESENT THE ITEM: Traci Burnette

Summary/Background:

Bid Opening was held on 12-18-18. Commission approved recommendation to award bid to RMCI Base Bid only on 1/23/19. City has received additional RD USDA Funding that will allow for additives within the Contract

Recommendation:

Amend the Award to RMCI to include additives

Attachments:

- Bid Tab Recommendation Commission Meeting 1-23-19
- Notice of Award
- Amended Letter of Conditions

Fiscal Impact (Finance): Yes

USDA, RUS Loan - FY 2016 \$ 715,000.00

USDA, RUS Colonias Grant - FY 2016 \$ 4,515,400.00

USDA, RUS Loan – FY 2019 \$ 315,000.00

USDA, RUS Colonia Grant – FY 2019 \$ 485,600.00

TOTAL PROJECT COST: \$ 6,031,000.00

Legal Review (City Attorney): Yes

Contract is being reviewed per USDA requirements.

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☒ Other: Pat Wood, CPO

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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: 2019 AR Wastewater Treatment Plant Phase 2B Amend Contract Award



F.5

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

ITEM:

AWARD – IFB: 18-19-006 WWTP AND LIFT STATION IMPROVEMENTS PHASE 2B

BACKGROUND:

Bid Opening was held on Tuesday, December 18, 2018 at 2:00 p.m. We received 2 bids for this project.

1. RMCI, INC.
2. SMITHCO CONSTRUCTION, INC.

STAFF RECOMMENDATION:

Smith Engineering (see attached) is recommending to award bid to RMCI, Inc. Base Bid only, which has a total cost of \$3,910,882.50 including NMGT.

SUPPORT INFORMATION:

Smith Engineering letter of recommendation and bid tabulation.



January 15, 2019

Morris Madrid, City Manager
Traci Burnette, Grant/Projects Coordinator
Pat Wood, Chief Procurement Officer
City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901

Re: Truth or Consequences Wastewater Treatment Plant and Lift Station Improvements Phase 2B
Recommendation of Award
Smith Project# 117103

Dear Mr. Madrid/Ms. Burnette/Ms. Wood:

The City of Truth or Consequences (City) and Smith Engineering Company (Smith) opened bids for the above referenced project on December 18, 2018. The following bids were received (see Attachment 1 for Bid Opening Minutes):

Table 1: Bid Summary

Contractor	BASE	ADDITIVES	ALLOWANCES	NMERT (B. 5%)	TOTAL
ENGINEER'S ESTIMATE ¹	\$3,116,563.00	\$707,780.00	\$47,500.00	\$329,106.66	\$4,200,949.66
RMCI, Inc.	\$3,557,000.00	\$855,200.00	\$47,500.00	\$379,074.50	\$4,838,774.50
Smithco Construction, Inc.	\$3,965,000.00	\$801,500.00	\$47,500.00	\$409,190.00	\$5,223,190.00

We have attached a Tabulation of Bids (Attachment 2) and included the Engineer's Opinion of Probable Construction Cost (Engineer's Estimate). We have reviewed the lowest bidder's bid and submittals and completed a bid review. The bid review form is attached (Attachment 3).

The low bidder for the project is RMCI, Inc. (see Attachment 4 for a copy of the bid). We reviewed the submitted bid documents, and determined:

- ✓ The Bid Proposal was signed by Steven J. Duffy, an individual duly authorized to bind the company.
- ✓ RMCI, Inc. is an actively licensed contractor in the State of New Mexico, License No. 31964. We have verified this information with the New Mexico E-Services for Contractor Licensing website (<http://public.psiexams.com/search.jsp>).

¹ Engineer's Opinion of Probable Construction Costs

- ✓ RMCi, Inc. is an actively registered contractor with the State of New Mexico Department of Workforce Solutions, Registration No. 0185042011510. We have verified this information with the New Mexico E-Services for Contractor Licensing website.
(<https://www.dws.state.nm.us/pwaa/LRDEmployer/PW/Search/LEFSearch.ASPX>).
- ✓ RMCi, Inc. acknowledged receipt of Addenda #1 on December 7, 2018, and Addenda #2 on December 13, 2018.

Along with the signed Bid Proposal Form, RMCi, Inc. submitted the following as part of their bid package:

- ✓ Acknowledgement of Addenda, Subcontractor's Listing, Supplier's Listing, Non-Collusion Affidavit, Campaign Contribution Disclosure Form, Resident Veterans Preference Form, USDA Form RD 400-6, USDA Form AD-1048, USDA Form 1940-Q and RMCi, Inc. Qualification Statement (EJCDC C-451) were submitted and complete.
- ✓ Bid Bond for 5% of the Bid with Power of Attorney. The surety for the Bid Bond is Western Surety Company. They are listed on Federal Circular 570 and licensed to do business in the State of New Mexico. (<https://fiscal.treasury.gov/surety-bonds/list-certified-companies.html>). PHONE: (312) 822-5000. UNDERWRITING LIMITATION b/: \$151,958,000.

Western Surety Company (NAIC #13188)

SURETY LICENSES c./ AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

Smith contacted several Owners and Engineers from RMCi's listed projects. A summary of these references is provided in Attachment 5.

The project funding information that has been provided to Smith by the City is contained in the Letter of Conditions that was issued to the City by the United States Department of Agriculture (USDA) Rural Development (RD) on September 21, 2016, and is summarized in Table 2. Based on this funding information, it is our understanding that a total of \$4,284,717.95, including 10% Contingency and New Mexico Gross Receipts Tax (NMGR) is available for construction budget to cover the cost of construction, engineering services, and construction observation (Resident Project Representative) services.

Table 2: Project Funding Summary

#	DESCRIPTION	AMOUNT	NMGR	TOTAL
1	USDA LOAN			\$ 715,000.00
2	USDA GRANT			\$ 4,515,400.00
3	Interim Loan Origination Fee	\$ (4,500.00)	\$ (382.50)	\$ (4,882.50)
4	Interim Loan Interest	\$ (34,000.00)	\$ (2,890.00)	\$ (36,890.00)
5	Legal Services - Local Attorney	\$ (20,000.00)	\$ (1,700.00)	\$ (21,700.00)
6	Legal Services - Bond Counsel Services	\$ (20,000.00)	\$ (1,700.00)	\$ (21,700.00)
7	Professional Engineering Services (Design + Bid Assist)	\$(427,000.00)	\$ (31,976.96)	\$ (458,976.96)
8	Professional Engineering Services (Const. + Post Const.+Oper. Assist.)	\$(251,525.00)	\$ (19,807.59)	\$ (271,332.59)
9	Resident Project Representative Services	\$(120,000.00)	\$ (10,200.00)	\$ (130,200.00)
11	AMOUNT AVAILABLE FOR CONSTRUCTION			\$4,284,717.95

It should be noted that the actual amounts of project funding for Items #3-6 in Table 2 may differ from the information that has thus far been provided to Smith and we have requested that the City verify/update those amounts. However, the differences will be small relative to the total project budget.

As can be seen in the Bid Tabulation, the project funding amount does not allow for the construction of the entire project. Therefore, we recommend that the project be awarded to RMCI, Inc. for the construction items included in the Base Bid only, which has a total cost of \$3,910,882.50, including NMGRT (8.5%). The project scope and cost of the Base Bid items only will allow City a contingency amount of \$373,835.45 (9.56%) to address unforeseen conditions at the project sites.

Smith looks forward to working with the City and RMCI, Inc. to complete the construction of this project.

Sincerely,
Smith Engineering Company



David Schwent, P.E.
Project Manager

ATTACHMENTS:

1. Bid Opening Minutes
2. Bid Tabulation Review sheet
3. Lowest Bidder's (RMCI, Inc.) Bid Review Package
4. Lowest Bidder's (RMCI, Inc) Bid Submittal [Bid Forms]
5. RMCI Reference Check Summary

		ENGINEER'S OPINION OF PROBABLE COST	RMCI, Inc.	Smithco Construction, Inc.
#	BID ITEM		BID	BID
1	Base Bid - WWTP	\$ 1,807,180.00	\$ 2,228,000.00	\$ 2,200,000.00
2	Base Bid - Clancy Lift Station	\$ 800,934.00	\$ 725,000.00	\$ 925,000.00
3	Base Bid - North Date Lift Station	\$ 249,942.00	\$ 300,000.00	\$ 415,000.00
4	Base Bid - Nickel Lift Station	\$ 243,507.00	\$ 260,000.00	\$ 375,000.00
5	Base Bid - SCADA & HMI Interface	\$ 15,000.00	\$ 44,000.00	\$ 50,000.00
WWTP Additives				
6	Additive A - Convert existing, old clarifiers to emergency storage tanks (demolition)	\$ 25,000.00	\$ 39,500.00	\$ 25,000.00
7	Additive B - Furnish and Install Digester Crystalline Waterproofing Coating	\$ 30,000.00	\$ 38,000.00	\$ 26,000.00
8	Additive C - Furnish and Install Digester Blower Canopy	\$ 36,100.00	\$ 40,000.00	\$ 55,000.00
Clancy Lift Station Additives				
9	Additive D - R&D Exist. Biofilter and Furnish and Install New Biofilter	\$ 71,190.00	\$ 184,000.00	\$ 125,000.00
10	Additive E - Furnish and Install By Pass Screening Basket	\$ 20,000.00	\$ 4,400.00	\$ 7,500.00
11	Additive F - Pump sewage out of existing wetwell under Electrical Building	\$ 1,500.00	\$ 3,900.00	\$ 18,000.00
12	Additive G - Demolition of existing, abandoned wet well west of Electrical Building	\$ 1,500.00	\$ 7,400.00	\$ 10,000.00
13	Additive H - R&D Exist Fencing and Gates, Furnish and Install new CMU Wall and Gates	\$ 146,000.00	\$ 144,000.00	\$ 65,000.00
14	Additive I - R&D Exist. Barscreen. Furnish and Install new barscreen.	\$ 232,000.00	\$ 224,000.00	\$ 235,000.00
Mims Vacuum Lift Station Additives				
15	Additive J - Mims Vacuum Lift Station (All work)	\$ 114,490.00	\$ 113,000.00	\$ 110,000.00
North Date Lift Station Additives				
16	Additive K - Furnish and Install Generator and Structure	\$ 30,000.00	\$ 57,000.00	\$ 125,000.00
Allowances				
17	Clancy Lift Station Generator Rehabilitation Allowances	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
18	Testing/Special Inspection Allowance	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00
19	Utility Relocation Allowance	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
20	TOTAL BASE BID (W/O NMGR)	\$ 3,116,563.00	\$ 3,557,000.00	\$ 3,965,000.00
21	TOTAL ADDITIVES (A-K, W/O NMGR)	\$ 707,780.00	\$ 855,200.00	\$ 801,500.00
22	TOTAL ALLOWANCES (W/O NMGR)	\$ 47,500.00	\$ 47,500.00	\$ 47,500.00
23	NMGR @ 8.5% (all items)	\$ 329,106.66	\$ 379,074.50	\$ 409,190.00
24	TOTAL BID (WITH NMGR)	\$ 4,200,949.66	\$ 4,838,774.50	\$ 5,223,190.00

I certify that this is a Tabulation of Bids that were received on December 18, 2018 for the City of Truth or Consequences Wastewater Treatment Plant and Lift Station Improvements Phase 2B which were read publically aloud.



David Schwent, PE

NOTICE OF AWARD

Date of Issuance:

Owner: City of Truth or Consequences

Owner's Contract No.: Bid Number: IFB# 18-19-006

Engineer: Smith Engineering Company

Engineer's Project No.: 117103

Project: City of Truth or Consequences Wastewater
Treatment Plant and Lift Station Improvements, Phase 2B

Contract Name: Wastewater Treatment Plant and
Lift Station Improvements, Phase 2B

Bidder: RMCI, Inc.

Bidder's Address: P.O. Box 91447, Albuquerque, NM 87199

TO BIDDER: Steve J. Duffy, President of Estimating, RMCI, Inc.

You are notified that Owner has accepted your Bid dated **December 18, 2018** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Wastewater Treatment Plant (WWTP) Improvements – Construction of new aerobic digesters with associated piping, earthwork, concrete, electrical, and instrumentation. The new digesters include blowers, air diffuser equipment, controls, air piping, pumps, and valves. The digesters will be constructed with concrete and will include walkway, handrails and stairs. Instrumentation work includes controls and updates to existing Supervisory Control and Data Acquisition (SCADA) system.

Sewer System Lift Stations Improvements – Construction of improvements to three existing sewer lift stations and one vacuum sewer station. Improvements include new pumps, controls, piping, valves, valve vaults, wet well concrete rehabilitation, site security upgrades and updates to existing SCADA. A new mechanical screen and electrical building and rehabilitation of the existing generator are included for the Clancy Lift Station.

The Contract Price of the awarded Contract is: \$ 4,577,289.50, including New Mexico Gross Receipts Tax (NMGR) of 8.5%, and subject to unit prices. The specific Bid Items and associated costs of the awarded Contract are as follows:

Base Bid	\$3,557,000.00
Bid Additive A	\$ 39,500.00
Bid Additive B	\$ 38,000.00
Bid Additive C	\$ 40,000.00
Bid Additive E	\$ 4,400.00
Bid Additive F	\$ 3,900.00
Bid Additive G	\$ 7,400.00
Bid Additive H	\$ 144,000.00
Bid Additive I	\$ 224,000.00
Bid Additive J	\$ 113,000.00
Allowances	\$ 47,500.00
NMGR @8.5% (All Items)	\$ 358,589.50
Total	\$4,577,289.50

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 8 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security (performance and payment bonds) and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: [City of Truth or Consequences](#)

Authorized Signature

By:

Title:

Copy: [Smith Engineering Company](#)



March 19, 2019

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

Re: Amendment No. 1 to Letter of Conditions dated September 21, 2016
City of Truth or Consequences Wastewater Treatment Plant (WWTP) Improvements
Project Phase 2B & Sanitary Sewer Collection (SAS) Improvements Project

Dear Mayor Whitehead,

This letter amends the letter of conditions dated September 21, 2016 for the above referenced project due to the cost overruns:

SECTION I - PROJECT DETAIL

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

USDA, RUS Loan - FY 2016	\$ 715,000.00
USDA, RUS Colonias Grant - FY 2016	\$ 4,515,400.00
USDA, RUS Loan – FY 2019	\$ 315,000.00
USDA, RUS Colonia Grant – FY 2019	<u>\$ 485,600.00</u>

TOTAL PROJECT COST: **\$ 6,031,000.00**

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

<u>Project Costs:</u>	<u>Total Budgeted:</u>
Construction	\$ 4,280,120.00
Construction Gross Receipts Tax @ 8.50%	\$ 363,810.00
Interim Loan Interest	\$ 34,000.00
Legal Services – Local Attorney	\$ 2,000.00
Legal Services - Bond Counsel Service	\$ 22,500.00
Engineering Fees	

Rural Development • New Mexico State Office
One Sun Plaza
100 Sun Avenue NE, Suite 130
Albuquerque, NM 87109
Voice (505) 761-4950 • Fax (855) 543-9499

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

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

Design	\$ 427,000.00
Construction Administration	\$ 241,525.00
Resident Inspector	\$ 120,000.00
Additional Services	\$ 10,000.00
Contingency	\$ 465,417.00
Gross Receipts Tax @ 7.875% & 8.50%	\$ 64,628.00
TOTAL	\$ 6,031,000.00

SECTION II – LOAN AND GRANT TERMS

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

Your loan will be scheduled for repayment over a period of (40) years. Payments will be principal and interest payments, beginning one year after closing. For planning purposes, use a 2.50% interest rate and an amortization factor of 39.84/per thousand, which provides for an annual payment of \$12,550.00.

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

5. **Security** – The loan will be secured by a Revenue bond with a 1st lien position in the amount of \$315,000. The bond will be fully registered as to both principal and interest in the name of the “United States of America Acting through the United States Department of Agriculture.” Bond Counsel will be utilized in preparation of these documents. The services of a recognized bond counsel are required. The bond counsel will prepare the form of resolution to be used, in accordance with Subpart D of RUS Instruction 1780. You should immediately provide your bond counsel with a copy of this letter of conditions, attachments, and enclosures. **Prior to closing**, a copy of the draft bond ordinance must be submitted.

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

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

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

- a.) **Debt Service Reserve** – As a part of this Agency loan proposal, you must establish a debt service reserve fund equal to at least one annual loan installment that accumulates at the rate of 10% of one annual payment per year for ten years or until the balance is equal to one annual loan payment. Ten percent of the proposed loan installment would equal \$104.58 per month; this amount should be deposited monthly until a total of \$12,550.00 has accumulated and is minimum balance required to be maintained over the life of loan. **Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue as designated above until the fully-funded amount is reached.**

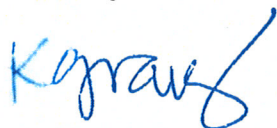
This letter does not constitute loan and grant approval, nor does it ensure that funds are or will be available for the project. The loan and grant will be considered approved on the date Forms RD 1940-1, "Request for Obligation of Funds," are signed by the approving official.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the following forms within 3 days:

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

All other conditions in the September 21, 2016 Letter of Conditions remain unchanged. If you have any questions, please contact Sandra Alarcón, Loan Specialist, at (575) 522-8775 Ext. 126.

Sincerely,



Kim Giang-Umezu
Community Programs Director

Enclosures

cc: Las Cruces Field Office, Community Programs, RD, NM
David Schwent, P.E., Smith Engineering
Chris Muirhead, Bond Counsel, Modrall Sperling Law Firm
Attorney



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 10, 2019

Agenda Item #: **H.2**

SUBJECT: Review of Personnel Board item discussed at the September 26, 2018 meeting.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: April 3, 2019

SUBMITTED BY: Renee Cantin, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Commissioner Hechler

Summary/Background:

Item was discussed at the September 26, 2018 meeting and Commissioner Hechler requested to bring the item back at the March 27, 2019 meeting.

Recommendation:

None. Update only.

Attachments:

- September 26, 2018 agenda item
- Minutes related to that discussion and action.

Fiscal Impact (Finance): N/A

N/A

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: AF-Personnel Board update.docx



I.4

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Personnel Board vacancies and duties.

BACKGROUND:

Mayor Green ask that this item be discussed related to the vacancies of the Personnel Board.

STAFF RECOMMENDATION:

Review of section 10.0 – 10.29 of the Truth or Consequences Personal Rules and Regulations.

SUPPORT INFORMATION:

Truth or Consequences Personal Rules and Regulations Section 10.0 – 10.29.

DIVISION 8. - PERSONNEL BOARD

Sec. 2-351. - Creation.

There is hereby created a Personnel Board.

(Ord. No. 379, 3-25-91)

Sec. 2-352. - Composition; appointment of members; terms of members.

The Personnel Board shall be composed of five regular members and two alternate members to be selected as follows:

- (1) Three regular members are to be appointed by the Mayor with the consent of the Commission. These initial Mayor-appointed members shall be appointed for periods of one, two and three years respectively; thereafter, members appointed to serve in these positions shall serve for a period of five years. One alternate member also is to be appointed by the Mayor with the consent of the City Commission. The alternate member shall serve for a term of five years and shall attend Board meetings in the event of an emergency absence of a regular Board member who had been appointed pursuant to this section. Each term shall expire on June 30, provided, however, that any member of the Board shall continue to hold his office until his successor is appointed and qualified.
- (2) The remaining two regular members and one alternate member shall be chosen by the employees covered by this division and shall consist of one employee below the level of supervisor and one employee at the supervisor level or higher, to exclude the Chief of Police, to serve initial terms of four and five years respectively. After the completion of these initial terms, the newly-elected employee and department head shall serve terms of five years each. These selected members shall serve only so long as they remain employees of the City and occupy positions in accordance with the provisions of their appointment. One alternate member also is to be appointed by the employees covered by this division. The alternate member shall serve for a term of five years and attend Personnel Board meetings in the event of an emergency absence of a regular Board member who had been appointed pursuant to this section.

(Ord. No. 379, 3-25-91; Ord. No. 456-97, § 1, 5-11-98)

Sec. 2-353. - Filling vacancies.

Vacancies on the Personnel Board shall be filled by the appointing or selecting authority in the same manner as the original member in such position was appointed or selected to serve and such appointee or selectee shall serve either for the remainder of the term of the position vacated or for five years if the appointment or selection of the new member corresponds with the expiration of a previous term.

(Ord. No. 379, 3-25-91)

Sec. 2-354. - Removal of members.

Any member of the Personnel Board may be removed by a majority vote of the Commission for cause after a public hearing and may be suspended immediately by the Mayor for cause pending such hearing.

(Ord. No. 379, 3-25-91)

Sec. 2-355. - Selection of officers; quorum.

- (a) The Personnel Board shall annually select a Chairman by majority vote of the full Personnel Board, such Chairman to be selected from the Mayor-appointees to the Board.
- (b) The Personnel Board shall annually select a Vice-Chairman by majority vote of the full board, such Vice-Chairman to be selected from the Mayor-appointees to the board.
- (c) A majority, being three members of the board, shall constitute a quorum of the Personnel Board.

(Ord. No. 379, 3-25-91)

Sec. 2-355.1. - Reserved.

Editor's note— Section 1 of Ord. No. 657, adopted Aug. 14, 2014, repealed § 2-355.1, which pertained to term limits, and derived from Ord. No. 643, § 1, adopted Oct. 22, 2013.

SECTION 10: EMPLOYEE GRIEVANCES

10.0 POLICY

All classified employees in Truth or Consequences city service shall be treated equitably and fairly in all matters affecting their employment. Any employee shall be granted the right to present a grievance and shall be afforded the opportunity to understand and resolve matters without fear of reprisal.

10.01 Managerial Employees. Managerial employees serve at the convenience of management and do not enjoy recourse to the city employee grievance procedure. They may, however, request a hearing by the city commission if they feel they have been treated unjustly. The city commission shall hear any grievance by managerial employees no later than thirty days from the original date of its initiation. The city commission's decision shall be final, except for recourse to the Equal Employment Opportunity Commission, the New Mexico Human Rights Commission, and the District Court, which is available to all citizens.

10.1 INFORMAL RESOLUTION PROCEDURE

Any employee with a problem in which he feels he has been treated unfairly, unequally, or unjustly shall first attempt to discuss and resolve the matter with his immediate supervisor and department head. Every effort shall be made to conciliate the matter in as expedient, reasonable and objective manner as possible.

10.11 Personnel Officer or Designee. If employee and supervision cannot resolve the matter the employee and /or supervisor can request the personnel officer to mediate the matter and offer his advice toward resolution. Every reasonable effort shall be made by management to resolve the matter reasonably and satisfy the employee. If no mutual resolution to the matter can be made, the employee may file a formal grievance.

10.2 FORMAL GRIEVANCE PROCEDURE

10.21 Submittal of Formal Grievance to Department Head. Employee grievances unsuccessfully conciliated through the informal resolution procedure may submit a formal grievance to his department head within two (2) weeks from the initial date of the matter of grievance. The employees shall state

the nature of the alleged grievance and make a recommendation for remedial or corrective action to be taken in his behalf.

- 10.22 Personnel Officer or Designee. The department head shall forward the formal grievance to the personnel officer or designee, no more than one (1) week after initial receipt. The department head shall submit in writing his account of the grievance to the best of his knowledge, after informal resolution attempts and preliminary investigation of the matter have been made, and make a recommendation for resolution. The personnel officer or designee shall review the grievance and attempt to negotiate a satisfactory solution to the matter within no more than ten (10) days after initial receipt of the formal grievance. If he fails, the aggrieved shall have all or any of the following recourses of action available. The following actions will be coordinated by the personnel officer or designee.
- 10.23. City Manager. A formal meeting with the city manager to attempt a satisfactory resolution of the grievance to be fully documented within two (2) days of the initial receipt of the formal grievance.
- 10.24 Committee Hearings. A formal hearing with the Personnel Appeals Board to be fully documented within thirty (30) days of the initial receipt of the grievance. The following conditions shall apply:
- 10.241 The aggrieved, the committee, and/or management may request the presence and/or testimony of persons with information relevant to the grievance.
- 10.242 The aggrieved, the department head, and the supervisor (if applicable) and the City Manager shall be present at the hearing. **The aggrieved employee may, at his or her own cost, have legal representation present at the hearing provided said legal counsel gives written notice. In such event, City management may also have legal representation present.**
- 10.243 The Board shall submit in writing its determinations to the aggrieved, the department head, and city manager within forty-eight (48) hours upon conclusion of the hearing to include whatever recommendations it deems proper to be initiated and followed. All determinations shall be substantiated and justified in writing, and shall require the final approval of the city manager.

10.25 Compliance Determination. The city manager shall submit a written Documented response to the aggrieved, the Board and the city commission within five (5) days after submittal by the Board. The city manager shall justify and substantiate his reasons for alteration or change to the Board's recommendations, or may approve the recommendations as written. The city manager's final determinations and recommendations shall be binding and the aggrieved shall comply with them, unless the aggrieved is granted a further hearing by the city commission as follows.

10.26 City Commission. If the aggrieved employee finds no satisfactory solution through the above procedures and actions, he may request in writing within *ten (10) days* from the date of the City Manager's final determination, a further review by the City Commission. It shall then be the City Commission's alternative to reject or grant the request as follows:

- 10.261 Reject the request and accept the City Manager's final determination and recommendations in full, as written, and notify the aggrieved and the City Manager of that action within thirty (30) days of initial request of the aggrieved.
- 10.262 Grant the aggrieved a further review. If further review is granted, the City Commission may utilize any of the following options for such a review:
 - 1. Grant a full evidentiary hearing at a date determined by the City Commission.
 - 2. Limit the hearing to written briefs submitted by the employee and the City Manager and/or their legal representatives.
 - 3. Grant a further hearing only if the employee establishes the existence of such evidence that could not have been presented at the time.
 - 4. A review for the sole purpose of determining the appropriate penalty, whereby the City Commission is already satisfied that culpability has been established.

The aggrieved and City Manager shall be notified of the City Commission's actions within thirty (30) days of the initial request of the aggrieved.

- 10.27 Alternative Recourse for Satisfaction. In the event employee cannot obtain satisfaction for his grievance from the city grievance procedures available, he may file a grievance with the New Mexico Human Rights Commission, the District Court, or any other recourse available to all citizens. Management shall assist employee in his efforts for an alternative recourse of action by advising him of the formal procedures necessary to file such grievances.
- 10.28 Confidentiality. All information and documentation involved with the grievance procedure shall be strictly confidential.
- 10.29 Legal Assistance. Under no circumstances shall the city of Truth or Consequences be required to provide legal assistance to an aggrieved employee. However, the aggrieved or the city may obtain their own assistance.

City of Truth or Consequences

505 Sims Street
Truth or Consequences, New Mexico 87901
City: (575)894-6673 Fax: (575)894-7767

REQUEST FOR GRIEVANCE HEARING

I, THE UNDERSIGNED, HEREBY REQUEST A FORMAL GRIEVANCE HEARING BEFORE THE PERSONNEL APPEALS BOARD OF THE CITY OF TRUTH OR CONSEQUENCES.

I WISH FOR THIS HEARING TO BE (___ OPEN) (___ CLOSED) TO THE PUBLIC.

I (___ WILL) (___ WILL NOT) HAVE LEGAL COUNSEL PRESENT AT THE HEARING.

I (___ DO) (___ DO NOT) GIVE PERMISSION FOR MY PERSONNEL FILE TO BE REVIEWED BY THE PERSONNEL APPEALS BOARD AT THE HEARING.

THE FOLLOWING IS A BRIEF NARRATIVE OF THE NATURE OF Y GRIEVANCE AND THE REMEDY I AM SEEKING FROM THE BOARD:

SIGNATURE OF EMPLOYEE

DATE

CITY COMMISSION SEPTEMBER 26, 2018 REGULAR MEETING MINUTES

PUBLIC COMMENT:

Audon Trujillo addressed the Commission related to:

- 1) I tended a global Burque, which is an event in Albuquerque and they had about 30 groups, world class, just amazing. It cost about \$12,000 to get one of those groups to New Mexico. I'm wondering what happened with the recreational direction position because that person could be working to get those groups here. They're in Albuquerque already and you don't have to pay for their transportation from Ecuador or China or wherever. We can get them here. What happened to the recreation direction position. I'll read through the personal rules and regulations, page 50 to 58 and also through the city ordinances 235 to 355, which deals with an appeals board. The other one deals with a personnel board. The language in there is established by the ordinance as a personnel board. The language in the city's rules and regulations is for an appeals board. One of them is very limiting on what they do. The other one is personal board. It does not have duties and responsibilities of the board spelling out in the ordinance. I think this body needs to go back and put duties in for that board and I really highly suggest that you do it quickly in line with what's on the agenda today. The personnel procedures do not specify scoring and how many points you get for each criteria that you're selecting. That needs to be done before you send out the announcement. That is standard procedure. Whenever you develop a position, one of the things you do is you write up your criteria and you put how many points you're going to give for that criteria before you send out the announcement. That's not specified within the personnel procedures. I too, like Randy, think we need to have subject matter experts. I would say not just businessmen from the community, but also other city managers sit on the board to help you do the selection that's going to be coming up. I think that's really important and I wrote about that to the commission about four years ago. We need subject matter experts to be selecting. Now, I respect you all being able to ask good questions, but, you're not a plumber, so you shouldn't be hiring plumbers, and you're not a city manager, so you shouldn't be hiring city managers by yourself without some assistance. My opinion. Thank you very much for the time to talk to you all.

G.6 Discussion/Action: Personnel Board vacancies and duties. Steve Green, Mayor:

Mayor Green stated that he met with Audon Trujillo on the Personnel Board vacancies and duties. What I sense what we're doing right now is we're beginning to fill in the gaps that need to be filled in to kind of clean up the way the city does business as we move forward. We had a wonderful breakfast at the Old Brick Café a little bit more than an hour, he got in his ideas on this, because he's been hammering us on this to either fill it or get rid of it, one or the other. I thought that this is really a protection for staff, that really gives staff another level of a recourse that if they have a problem, whatever that might be, that there is an order of which they can try to follow to get an ultimate decision one way or another for their grievance, for their complaint, whatever it might be. So I would like to see if there is the will of the Commission to even tackle this, and if so, I would like to ask maybe one other commissioner to work with me and with Manager Cantin and legal to come back to you with a document that will work. Every time it says appointed by the Mayor, with the consent of, I want that to read, three members to be appointed by the City Commission. And it says, the Mayor, this is not that form of government, and I think if it makes the public feel that the Mayor has powers that they really do not have and should not have, that I wanted to clean that up, I wanted to make it a quasi-judicial. There were some other things that Audon pointed out, for example, that in our recreation advisory board, it says "board created members", and then it says, "powers and duties", and we don't have that for the

personnel board. So when people ask us questions and we try and get three of the public to sit on this and serve on this board, we have the answers, rather than, "Oh, I'll get back to you". That's not the way to approach it as far as I'm concerned. So I really would just like to know, number one, if there is the will to move forward with this, clean it up, make it tighter, and if there is, then so we can just move forward. And the way I suggest it, or the way you might like to suggest it, how you think it best to move forward. I'm open to that, but that's where I am, and this is, you know, this is important stuff. We're dealing with staff here, and no matter how much kumbaya you do, you're always going to have situations that arise and staff should know what their rights are and what they have in place to protect themselves as they move through the process. So that's where I am.

Commissioner Clark stated she thinks it's an excellent idea, I think that employees should have another avenue other than just having the City Manager. So that being said, Commissioner Hechler, you were on that, you knew I was going to do that to you. It would be my special request if you could help the Mayor with this one, simply because you had that experience and that practice and might be able to shed some light on some things that none of the rest of us may not pick up.

Mayor Green responded thank you for making that totally beautiful offer. So from that, may I ask, Commissioner Hechler, why did the personnel board disband?

Commissioner Hechler said he thinks it was from lack of people just weren't using it. In the time that I served on the board, it was almost four or five years, we had been called three or four times. And so to get up on it, to be ready for personnel appearing, you had to research it and get yourself up on it, and then all of a sudden you got six or eight months and you forget everything they teach us. And so you start over again, so ultimately it was not used very much, but again it's a necessity to be there. I'd be more than happy to rewrite the policy and present it to you for your information as something you can look at and see what you want to do.

Commissioner Clark made a motion that the Mayor, Commissioner Hechler, Manager and Attorney Rubin take a look at the personnel board and the appeals board and draw up criteria, be looking for personnel appeals board. Commissioner Hechler seconded the motion. Motion carried unanimously.

DIVISION 8. - PERSONNEL BOARD

Sec. 2-351. - Creation.

There is hereby created a Personnel Board.

(Ord. No. 379, 3-25-91)

Sec. 2-352. - Composition; appointment of members; terms of members.

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- (2) The remaining two regular members and one alternate member shall be chosen by the employees covered by this division and shall consist of one employee below the level of supervisor and one employee at the supervisor level or higher, to exclude the Chief of Police, to serve initial terms of four and five years respectively. After the completion of these initial terms, the newly-elected employee and department head shall serve terms of five years each. These selected members shall serve only so long as they remain employees of the City and occupy positions in accordance with the provisions of their appointment. One alternate member also is to be appointed by the employees covered by this division. The alternate member shall serve for a term of five years and attend Personnel Board meetings in the event of an emergency absence of a regular Board member who had been appointed pursuant to this section.

(Ord. No. 379, 3-25-91; Ord. No. 456-97, § 1, 5-11-98)

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(Ord. No. 379, 3-25-91)

Sec. 2-354. - Removal of members.

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(Ord. No. 379, 3-25-91)

Sec. 2-355. - Selection of officers; quorum.

- (a) The Personnel Board shall annually select a Chairman by majority vote of the full Personnel Board, such Chairman to be selected from the Mayor-appointees to the Board.
- (b) The Personnel Board shall annually select a Vice-Chairman by majority vote of the full board, such Vice-Chairman to be selected from the Mayor-appointees to the board.
- (c) A majority, being three members of the board, shall constitute a quorum of the Personnel Board.

(Ord. No. 379, 3-25-91)

Sec. 2-355.1. - Reserved.

Editor's note— Section 1 of Ord. No. 657, adopted Aug. 14, 2014, repealed § 2-355.1, which pertained to term limits, and derived from Ord. No. 643, § 1, adopted Oct. 22, 2013.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 10, 2019

Agenda Item #: **I.1**

SUBJECT: Approve the donation of Exercise Machine declared as nonessential property to Hot Springs High School

DEPARTMENT: Police Department

DATE SUBMITTED: March 26, 2019

SUBMITTED BY: Randall Aragon, Police Chief

WHO WILL PRESENT THE ITEM: Renee Cantin, Clerk-Treasurer and Randall Aragon, Police Chief

Summary/Background:

When the National Guard Armory was transferred to the City of T or C it contained a four-station exercise machine which has not been used for many years. Coach Daniel Terrazas of Hot Springs High School viewed this apparatus and indicated it would be a great addition to the school gym.

NMSA 1978 §3-54-2.D. states: A municipality may sell, at a private or public sale, exchange or donate real or personal property to the state, to any of its political subdivisions or to the federal government if such sale, exchange or gift is in the best interests of the public and is approved by the local government division of the department of finance and administration. The provisions of Section 6-6-11 NMSA 1978 shall not apply to such sale, exchange or a donation.

Recommendation:

Approve the donation of the Exercise Machine to Hot Springs High School.

Attachments:

- Photographs (2)

Fiscal Impact (Finance): No

N/A

Legal Review (City Attorney): No

N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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: AR – Donation of Property to Hot Springs HS – Gym Equipment.docx







CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: April 10, 2019

Agenda Item #: **I.2**

SUBJECT: Approve the sale of Solid Waste Containers declared as nonessential property to a recycling company for the Sanitation Department.

DEPARTMENT: Sanitation Department

DATE SUBMITTED: March 26, 2019

SUBMITTED BY: Andy Alvarez, Sanitation Director

WHO WILL PRESENT THE ITEM: Renee Cantin, Clerk-Treasurer and Andy Alvarez, Sanitation Director

Summary/Background:

The Sanitation Department has sold many solid waste containers at the auction and the only supply they have left are rusted and unrepairable. Sanitation Director Alvarez suggested we consider recycling the remaining containers.

Recommendation:

Approve the sale of Solid Waste Containers declared as nonessential property to a recycling company for the Sanitation Department.

Attachments:

- None
-

Fiscal Impact (Finance): TBD

Unrealized revenue.

Legal Review (City Attorney): No

N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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: AR – Exchange of Property - Dumpsters.docx