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 x301 ♦ F: 575-894-7767 www.torcnm.org

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, IS TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, AUGUST 14, 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 COMMENT
- E. CONSENT CALENDAR
 - 1. City Commission Regular Minutes, July 24, 2019
 - 2. Acknowledge Library Advisory Board Minutes, July 29, 2019
 - 3. Acknowledge Airport Advisory Board Minutes, January 8, 2019
 - 4. Accounts Payable, July 2019
- F. ORDINANCES/RESOLUTIONS/ZONING
 - Discussion/Action: Resolution No. 12 19/20 approving the Loan/Grant Agreement (CIF-4927) and closing documents with the Colonias Infrastructure Board and the New Mexico Finance Authority for Water System Improvements. City Manager Madrid

ORDINANCES/RESOLUTIONS/ZONING (Continued)

- 2. Discussion/Action: Resolution No. 13 19/20 to accept the ICIP for FY 2021-2025. City Manager Madrid
- 3. Discussion/Action: Resolution No. 14 19/20 amending Rules of Procedure. City Manager Madrid
- G. UNFINISHED BUSINESS
 - 1. Discussion: Live/Work in Downtown Buildings. City Manager Madrid/Kathy Clark, Mayor Pro-Tem
- H. NEW BUSINESS
 - 1. Discussion/Action: Consider the recommendation of the Airport Advisory Board to re-appoint Gerald LaFont & David Senn. City Manager Madrid
 - 2. Discussion/Action: Consider the recommendation of the Airport Advisory Board to appoint Bill Weddle as a new member. City Manager Madrid
 - 3. Discussion/Action: Approval of Master Mutual Aid Agreement. City Manager Madrid and Fire Chief Tooley
 - Discussion/Action: Selection of a Voting Delegate and Alternate for the NMML Annual Conference to be held in Las Cruces, New Mexico from August 28th – 30th, 2019. City Manager Madrid
 - 5. Discussion/Action: Appointment to Sierra County Tourism Advisory Board to replace Commissioner Clark. City Manager Madrid
 - 6. Discussion/Action: Approval of design for City of Truth or Consequences Billboards on Interstate 25. City Manager Madrid
 - 7. Discussion/Action: Approval of design for City of Truth or Consequences logo. City Manager Madrid

I. REPORTS

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

NEXT CITY COMMISSION MEETING AUGUST 27th, 2019

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	CITY OF TRUTH OR CONSEQUENCES AGENDA REQUEST FORM MEETING DATE: August 14, 2019 Agenda Item #: <u>E.1</u>
SUBJECT:	City Commission Regular Masting Minutes for July 24, 2010
	City Commission Regular Meeting Minutes for July 24, 2019
DEPARTMENT:	City Clerk's Office
DATE SUBMITTED:	
SUBMITTED BY:	Renee Cantin, City Clerk-Treasurer
	IT THE ITEM: City Manager Madrid
Summary/Backgro	bund:
Minutes approval.	
Recommendation:	
Approve the minut	es.
Attachments:	
CC Minutes	
-	
Fiscal Impact (Fina	nce): N/A
	<i>,</i> , ,
\$0.00	
<i>Q</i> 0.00	
Legal Review (City	Attorney): N/A
None.	
Approved For Subr	nittal By: Department Director
Roviewed by M	City Clerk D Finance D Legal D Other: Click here to enter text
	City Clerk Finance Legal Other: Click here to enter text.
Final Approval: 🛛	City Manager
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Resolution No	Ordinance No
Continued To: -	Referred To: -
□ Approved	Denied Other: -
	endas 2019/08-14-2019/Word Docs/ F.1 AR 07-24-2019 CC Minutes.

CITY COMMISSION MEETING MINUTES CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO CITY COMMISSION CHAMBERS, 405 W. 3RD St. WEDNESDAY, JULY 24, 2019

A. CALL TO ORDER

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

B. INTRODUCTION 1. ROLL CALL

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

- Hon. Sandra Whitehead, Mayor Hon. Kathy Clark, Mayor Pro-Tem (Absent) Hon. Rolf Hechler, Commissioner Hon. Paul Baca, Commissioner Hon. George Szigeti, Commissioner
- Also Present: Morris Madrid, City Manager Renee Cantin, City Clerk-Treasurer

Mayor Whitehead announced Mayor Pro-Tem Clark is excused from this meeting.

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

2. SILENT MEDITATION:

Mayor Whitehead called for fifteen seconds of silent meditation for Roswell Firefighter Jeff Strobel who passed away on July 21st due to an explosion that took place on June 5, 2019.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Commissioner Szigeti moved to approve the agenda as amended with the addition of the presentation. Commissioner Baca seconded the motion. Motion carried unanimously.

C. CONSENT CALENDAR:

1. City Commission Special/Workshop Minutes, May 29, 2019

- 2. City Commission Regular Minutes, July 10, 2019
- 3. Acknowledge the Lodger's Tax Advisory Board Minutes for March 28, 2019
- 4. Acknowledge the Public Utility Advisory Board Minutes for June 17, 2019
- Acknowledge the Golf Course Advisory Board Minutes for April 3rd Special; May 1st Regular; June 5th Regular; and July 8th, 2019 Special Meeting
- 6. Accept the Subrecipient 4th Quarter Reports
- 7. Accept the Lodger's Tax 4th Quarter Reports

Commissioner Hechler moved to approve the consent calendar as noted. Commissioner Szigeti seconded the motion. Motion carried unanimously.

PRESENTATIONS:

1. Presentation of a Mayor's Commendation to Samuel Paul Harris:

Mayor Whitehead presented a Mayor's Commendation to Samuel Paul Harris for his heroic efforts to help a little girl who was lying on the side of the road and needed medical attention on July 18, 2019.

D. PUBLIC HEARINGS:

1. Public Hearing: Final Adoption of Ordinance No. 705 refunding of PPRF-2246 and new money for infrastructure projects, including the Loan Agreement, Intercept Agreement and closing documents. City Manager Madrid:

City Manager Madrid explained the Public Hearing has already been held for this item and an additional one is not required. We are asking for final adoption of the ordinance for a loan through the New Mexico Finance Authority. The term of this loan agreement for new funds is from May 2020 through May 2029. The use of this money has not been set in stone and as projects become a priority, they will come before you for approval. This is mainly to establish a line of credit that we have available so we can fund some of the projects that we cannot fund externally.

City Attorney Rubin recommended they still open for Public Hearing since this item was published as a public hearing.

City Clerk Cantin affirmed nobody signed up to speak during this Public Hearing.

With that being said, Mayor Whitehead closed the Public Hearing and called for a motion.

Commissioner Hechler moved to approve the final adoption of Ordinance No. 705 refunding of PPRF-2246 and new money for infrastructure projects, including the Loan Agreement, Intercept Agreement and closing documents.

Commissioner Szigeti seconded the motion. Roll call was taken by the Clerk Treasurer. Motion carried unanimously.

- E. ORDINANCES/RESOLUTIONS/ZONING:
 - 1. Discussion/Action: Resolution No. 07 19/20 authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority (NMFA) for Economic Development Feasibility Studies. City Manager Madrid:

City Manager Madrid explained the application is for funding to develop an Economic Development Strategy. The maximum amount we can get under this grant is \$50,000.

Grant/Projects Coordinator & Designated Zoning Official Burnette added this is just for an Economic Development Feasibility Study.

Commissioner Hechler moved to approve Resolution No. 07 19/20 authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority (NMFA) for Economic Development Feasibility Studies. Commissioner Szigeti seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

> 2. Discussion/Action: Resolution No. 08 19/20 authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority (NMFA). City Manager Madrid:

City Manager Madrid gave a brief overview stating this is another application with a \$50,000 limit. This particular application is to pay funding to develop an Asset Management Plan which is mandatory for the State of New Mexico if you are going to apply for other type of funds.

City Attorney Rubin indicated that both E.1 and E.2 are applications for grants and he sees no reason not to move forward.

Commissioner Szigeti moved to approve Resolution No. 08 19/20 authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority (NMFA). Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

> 3. Discussion/Action: Resolution No. 09 19/20 accepting the NMED Construction Programs Bureau (CPB) Clean Water State Revolving Loan Fund offer and designating signatory authority for related documentation. City Manager Madrid:

City Manager Madrid called on Grant/Projects Coordinator & Designated Zoning Official Burnette to present this item.

Grant/Projects Coordinator & Designated Zoning Official Burnette reported our Vacuum Station is over 20 years old, there are a lot of components that are deteriorating, and our station is malfunctioning. We do not have a Preliminary Engineering Report, and that may limit the type of funding we can apply for on this type of a project, so we submitted an application with the Clean Water State Revolving Loan Fund. The projected project cost for the Vacuum Station is \$473,000. They are offering to fund the entire \$473,000 and \$100,000 of it will be subsidy, making it a \$373,000 loan offer. This is a request to accept and approve that offer, and to allow City Manager Madid to proceed forward with any signatory authority on any documents that are required.

City Attorney Rubin said it appears to be in our best interest to move forward with this project.

Commissioner Hechler moved to approve Resolution No. 09 19/20 accepting the NMED Construction Programs Bureau (CPB) Clean Water State Revolving Loan Fund offer and designating signatory authority for related documentation to City Manager Madrid. Commissioner Szigeti seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

- F. UNFINISHED BUSINESS:
 - 1. Discussion/Action: Approval for authority to negotiate the Award of RFP No. 18-19-007 for Automated Meter Infrastructure (AMI) Project. City Manager Madrid:

City Manager Madrid gave a bit of background on this project. When the RFP was prepared it didn't give the flexibility and options that should be included in an RFP. We received responses from seven or eight entities, and we have narrowed it down to three. We submitted questions to them such as a time frame for conversion, an accounting system for billing, a history in performance, and a report in other communities and from that the committee is comfortable with two of the three. He is asking for approval to negotiate in case one doesn't work out he would have the authority to negotiate with another, then final approval to be brought to the Commission for action.

Commissioner Szigeti moved to approve Approval for authority to negotiate the Award of RFP No. 18-19-007 for Automated Meter Infrastructure (AMI) Project Commissioner Baca seconded the motion. Motion carried unanimously.

2. Discussion/Action: Request Approval of Final Design Concept for Ralph Edwards Park Master Plan. City Manager Madrid:

City Manager Madrid turned it over to Parks Supervisor Hechler who gave an overview of the project to include the sprinkler systems.

Parks Supervisor Hechler explained that the Ralph Edwards Park Master Plan started off with a new sprinkler system and then it turned into this. they need to consider how to maximize the sprinkler system at the Ralph Edwards Park before we install a new sprinkler system and one way to do that is to design the sprinkler system around our facility. In other words, we can't install a sprinkler system if we are going to make any future changes to the park because the sprinkler system will be watering sidewalks, shade shelters, and so on. Our plan is to design zones for our sprinkler system.

Parks Supervisor Hechler then read a few of the goals they have for the park:

- They want to set aside the eastern edge of the park for parking and general use for the Farmers Market. They would also like to install a shade shelter in that area.
- They want to install bollards and cables along the sidewalk to detour people from driving in the park.
- They would like to construct of a river trail.
- They want to move the horseshoe pit away from the hillside on Riverside Drive to a location with less of a slope that would allow better irrigation and access to the park.
- They want to lessen the slope on the hillside located on South Cedar and East Riverside Drive so that the grass is easier to maintain. That will also provide better access to the park.
- They would like to add a modern irrigation system.
- They want to move the playground equipment and upgrade it so it will meet the current playground equipment standards.

Sites Southwest Senior Landscape Architect, George Radnovich presented the design of a new concrete skate park at Ralph Edwards Park.

Commissioner Szigeti moved to approve the final design concept as presented. Commissioner Baca seconded the motion. Motion carried unanimously.

G. REPORTS:

City Manager Madrid reported the following:

 He has attended some classes on Economic Development and there is a lot we need to do, and it's going to take an entire community to get behind this effort to be prepared for all contingencies. For example if the Spaceport is successful for the next 20 years or if it isn't, if the Copper Flat Mine comes in or if it doesn't. We want to keep our small town identity and we need to find out where we want to go. Some steps are a Needs Assessment; coordinating with our local partners; and determine what our local priorities are.

City Attorney Rubin reported the following:

• None.

City Commission Reports: Commissioner Szigeti reported the following:

• He's been working with Chief Aragon regarding the agreements with the County for Animal Control Services and Shelter Services, and according to the contracts we haven't been billing for everything we should be billing for. The contracts expire in 2022 so we have a good three years to determine if they need to be renegotiated.

Mayor Whitehead reported the following:

- This last year was a big one for NASA and we've come a long way.
- She extended her congratulations to Deputy Chief Apodaca who retired last week.

H. EXECUTIVE SESSION:

1. Real Property (Various Properties) *Pursuant to 10-15-1.H(8):*

Commissioner Hechler moved to approve going into executive session at 10:11 a.m. to discuss Real Property (Various Properties) *Pursuant to 10-15-1.H(8)* Commissioner Szigeti seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Whitehead reconvened the meeting in open session at 10:18 p.m.

Commissioner Hechler certified that only matters pertaining to Real Property (Various Properties-307 Main St.) *Pursuant to 10-15-1.H(8)* was discussed in Executive Session and no action was taken.

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

No action was taken.

M. ADJOURNMENT:

Commissioner Szigeti moved to adjourn at 10:19 a.m. Commissioner Hechler seconded the motion. Motion carried unanimously.

Passed and Approved this <u>14th</u> day of <u>August</u>, 2019.

CITY COMMISSION JULY 24, 2019 REGULAR MEETING MINUTES

Sandra Whitehead, Mayor

ATTEST:

Reneé L. Cantin, CMC, City Clerk

A		
	CITY OF TRUTH OR CONSEQUENCES	<u> </u>
	AGENDA REQUEST FORM	Agenda Item #: E.2
CONTRACT OF STREET	MEETING DATE: August 14, 2019	
SUBJECT:	Library Advisory Board Meeting Minutes for July 29, 20	019
DEPARTMENT:	City Clerk's Office	
DATE SUBMITTED:	-	
	Renee Cantin, City Clerk-Treasurer	
	IT THE ITEM: City Manager Madrid	
Summary/Backgro	una:	
Acknowledge Minu	ites	
Recommendation:		
Acknowledge minu	tes.	
Attachments:		
Minutes		
-		
Fiscal Impact (Fina	nce): N/A	
\$0.00		
Legal Review (City	Attorneyj: N/A	
None.		
Approved For Subn	nittal By: Department Director	
	City Clerk	n enter text
		o enter text.
Final Approval: 🛛		
	CITY CLERK'S USE ONLY - COMMISSION ACTIO	ON TAKEN
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Resolution No Continued To: -	이 이 가슴 옷에 누구들 수 있는 것은 것은 것은 것이 같아요. 이 것은 것은 것은 것은 것은 것이 가지 않는 것이 가지 않는 것이 것 같아요. 이 것 같아요. 것 같아요. 것 같아요. 것 같아요. 가 나는 것 같아요. 것 않 ? ? ? ? ? ? ? ? ? ? ? ? ? ? ? ? ? ?	
Approved	Denied Other: -	
	endas 2019/08-14-2019/Word Docs/ F.2 AR 07-29-2019	Library Advisory Board Minutos
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Minutes of the Library Advisory Board Meeting, Monday, July 29, 2019

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

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

The agenda for the meeting was approved; motion to approve made by Bridget Long and seconded by Terie Hafner. The minutes of the June 2019 regular meeting were approved as read, motion to approve made by Bridget Long and seconded by Bonnye Warwick. The affirmative votes on both motions were unanimous.

COMMENTS FROM THE PUBLIC:

• None.

REPORTS:

- Board members: None.
- Friends of the Library: No report at this time.
- Library Foundation: The current value shown on the June 28, 2019 statement is \$20,517.70.
- Director's report: We still need one Board member. We have one interested party who we believe would be good for the position, and are waiting for her application.

OLD/UNFINISHED BUSINESS: None

NEW BUSINESS:

- Discussion/Action: Refresher course on Roberts Rules of Order. Board members reviewed information on Roberts Rules which had been compiled as handouts taken from the Internet. One subject was on the benefit of making up a "welcome packet" for new board members, which would include an excerpt from the website "Roberts Rules of Order Cheat Sheet," pages 1-6, (see link) <u>http://www.umecra.com/BylawsAndRules/Roberts%20Rules%20Handout.pdf</u>. The motion to include this information in the welcome packet was made by Bridget Long and was seconded by Terie Hafner. The vote in favor the motion was unanimous.
- 2. Discussion/Action: Job description for Library Board Members. Board Members also reviewed information from the New Mexico State Library website regarding a "Job Description for Library Board members." See link: <u>www.nmstatelibrary.org/docs/development/boards/board job descriptions.doc</u> and, also from the NM State Library website, "Resources for Library Board Members," (link) <u>http://www.nmstatelibrary.org/component/content/article/86services-libraries/resources-for-library-directors-and-staff/423-library-boardessentials-a-additional-resources. The motion was made by Bridget Long and seconded by Terie Hafner that these two documents also be included in the "welcome packet."
 </u>

Both these items were then tabled until the August meeting to give board members time for further review, and will be placed on the agenda for the August regular meeting for further action if needed.

There being no further business to come before the Board, the motion to adjourn was made by Bridget Long and seconded by Terie Hafner. The motion was unanimously approved. The meeting was adjourned at 5:45 p.m. The next meeting is scheduled for Monday, August 26, 2019.

Respectfully submitted,

Bonnye Warwick, Chairman Pat O'Hanlon, Library Director

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	CITY OF TRUTH OR CONSEQUENCES	·····
	AGENDA REQUEST FORM	Agenda Item #: <u>E.3</u>
A DOUTING	MEETING DATE: August 14, 2019	
SUBJECT: Airp	ort Advisory Board Meeting Minutes for January 8,	2019
•	Clerk's Office	
DATE SUBMITTED: Aug SUBMITTED BY: Ren	-	
	ee Cantin, City Clerk-Treasurer IE ITEM: City Manager Madrid	
Summary/Background		
Acknowledge Minutes		
Recommendation:		
Acknowledge minutes.		
Attachments:		
• • • •		
- Minutes		
Fiscal Impact (Finance)	: N/A	
\$0.00		
Legal Review (City Atto	nnev): N/A	
None.		
Approved For Submitta	I By: Department Director	
	Clerk Finance Legal Other: Click here to	enter text.
Final Approval: 🛛 City		
	CITY CLERK'S USE ONLY - COMMISSION ACTION	N TAKEN
Resolution No Or	dinance No	
Continued To: - Refe		
	Denied 🗌 Other: -	
File Name: CC Agenda	s 2019/08-14-2019/Word Docs/ F.2 AR 01-8-2019 A	Airport Advisory Board Minutes.

AIRPORT ADVISORY BOARD CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

REGULAR MEETING

TUESDAY, JANUARY 8, 2019

TIME & PLACE:

The Airport Advisory Board of the City of Truth or Consequences, New Mexico, met in Regular Session in full conformity with the law and ordinances of said Board, at the Truth or Consequences City Commission Chambers, 405 W. 3rd St. Truth or Consequences, New Mexico on Tuesday, the 8th day of January, 2019 at 4:00 pm.

PRESIDING OFFICER:

The meeting was called to order by Chairman Gerald LaFont, and Angela A. Torres acted as Board Secretary.

ATTENDANCE:

Upon calling the roll the following members were reported present:

Present:

Gerald LaFont, Chairman David Senn, Vice Chairman Larry Mullenax, Member Dennis Anderson, Member Mark Shipley, Member

Also Present:

Morris Madrid, City Manager Renee Cantin, City Clerk Angela A. Torres, Deputy City Clerk Orlando Saavedra, KTCS Airport Jeff Dornbusch, Public Utility Advisory Board Traci Burnette, Grants Coordinator/ P&Z Coordinator

QUORUM:

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

PLEDGE OF ALLEGIANCE:

Chairman LaFont led the Pledge of Allegiance.

APPROVAL OF AGENDA:

Deputy Clerk Torres introduced City Manager Madrid to the Board.

Chairman LaFont called for approval of the agenda.

Vice Chairman Senn moved approval of the agenda as submitted.

Member Mullenax seconded the motion. Motion carried unanimously.

APPROVAL OF MINUTES:

Approval of Regular Meeting of Tuesday, October 2, 2018:

Chairman LaFont called for approval of minutes for Tuesday, October 2, 2018.

Vice Chairman Senn moved approval of the minutes as submitted.

Member Anderson seconded the motion. Motion carried unanimously.

COMMENTS FROM THE PUBLIC:

There were no comments from the public.

NEW BUSINESS:

Discussion: Airport Water Well Update – Traci Burnette, Grant Project/P & Z Coordinator:

Traci Burnette, Grant Project/P & Z Coordinator reported that we received a letter from NMED on October 22nd that activated the water well as a public water system. They did some inhouse testing, and all of the testing results came back great.

Jeff Dornbusch reported the results of the tests which included:

- There were no contamination levels and the water is fit to drink. But he does recommend that some sort of filtration system be installed.
- There was a negative on the total Chloroform and BAC T samples for E.coli.
- The Calcium, Iron and Magnesium, Manganese, Potassium and Sodium levels were all well below the maximum contamination levels.
- Arsenic was also well below the maximum contamination levels.

- Conductivity is pretty high because of all of the solids in the water and the PH is also a bit high so we may have issues with our osmosis membranes.
- Bi-carbonates are good.
- The dissolved solids are a bit high, but it's nowhere near the maximum contamination standards.

Traci Burnette, Grant Project/P & Z Coordinator continued to report that we are still considered non-compliant at the Airport and in order to become compliant, the samples that we tested for have to be done through an approved sampling plan. We are currently working with Aaron Beckworth who is a Compliance Officer at the New Mexico Environmental Department. He has reviewed a draft sampling plan that we submitted. We will also have to work on an Operation and Maintenance Plan, as well as an Emergency Response Plan. We will be meeting with New Mexico Environmental next week so they can physically take a look at all of the distribution points for the water well and help us determine the sampling sites. We will also be required to do a monthly testing for BAC T and a yearly testing on Nitrates.

Discussion/Update: Airport Update – Orlando Saavedra, KTCS Airport:

Orlando Saavedra reported the following:

- The new self-serve pumps are being installed and as of right now, one pump is working but the other one is not. They are still waiting to hear back to see if someone can come in and fix the pumps.
- They need a 24/7 dedicated computer system for the self-serve pumps. The system works through Wi-Fi, so they need to get that hooked up as well because the Wi-Fi at the Airport does not work outside of their buildings due to the walls and structure of the communication.
- The light poles have been installed, and all of the barricades have been painted yellow for safety measures.
- They paid a lot of money to get the 1000 gallon tank fueled and they've been having issues with filling up the tanks because he doesn't have the adaptor to do it. The only thing they had to do with that tank was open up the valve up top so he can put fuel in using his AV Gas truck, but now it's not sealed anymore.
- They had three dumpsters at the Airport but they only have one trash bin because they said the two other bins were temporary. He is trying to get two additional bins because the one they have gets completely full within a few days.
- All of the hangar leases are up to date except for Mr. Flannery's lease in Old Hangar #6. That hangar is a mess and the plane is not registered. They tried to contact Mr.

Flannery, but they were unsuccessful. They are looking into others ways of contacting Mr. Flannery so he can get his plane registered the hangar cleaned up.

• Their jet truck has been leaking jet fuel, and since we lease that vehicle, the lease agreement states that we have to fix all problems that are due on that vehicle.

COMMENTS FROM THE BOARD:

Member Shipley recommended we find a new fuel truck and the Board agreed. Member Shipley also suggested that they give back the fuel truck, get another truck, and make sure that the new lease states that the company we are leasing the truck from will be responsible for the upkeep on the vehicle.

Vice Chairman Senn stated that the military has surplus fuel trucks that may be available for Municipalities. He recommended that the city look into that.

The board also addressed Mr. Saavedra's reports regarding Wi-Fi at the Airport, and Old Hangar #6.

COMMENTS FROM STAFF:

There were no additional comments from staff.

ADJOURNMENT:

There being no further business to come before the board, Chairman Gerald LaFont asked for a motion to adjourn the meeting.

Vice Chairman Senn made a motion to adjourn the meeting.

Motion Seconded by Member Mullenax. Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this 2nd day of July

Gerald LaFont, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 14, 2019

Agenda Item #: $\underline{E.4}$

SUBJECT:Accounts Payable – June 2019DEPARTMENT:FinanceDATE SUBMITTED:July 25, 2019SUBMITTED BY:Pat Wood, CPOWHO WILL PRESENT THE ITEM: City Manager MadridSummary/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 July 2019

Attachments:

- End of Month Accounts Payable Report by Fund
- -

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$928,940.66

Legal Review (City Attorney): N/A 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: - Referred To: -

□ Approved □ Denied □ Other: -

File Name: F.4 AR Accounts Payable July 2019



Truth or Consequences

EOM AP Report By Fund

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					
SIERRA COUNTY TREASURER	0002677	07/12/2019	Property Tax 1308 Tin Street - L	101-1010-48555	1,600.63
BEVERLY KASIAH	07062019	07/12/2019	REFUND DEPOSIT/CIVIC CENTER		400.00
INTERNAL SERVICE FUND	070919	07/12/2019	OIL-MAINT-SAFETY 06/19	101-1007-43316	48.13
INTERNAL SERVICE FUND	070919	07/12/2019	OIL-MAINT-SAFETY 06/19	101-1007-47420	5.26
INTERNAL SERVICE FUND	070919	07/12/2019	OIL-MAINT-SAFETY 06/19	101-1008-43316	17.50
INTERNAL SERVICE FUND	070919	07/12/2019	OIL-MAINT-SAFETY 06/19	101-1008-47420	16.19
INTERNAL SERVICE FUND	070919	07/12/2019	OIL-MAINT-SAFETY 06/19	101-1014-43316	35.00
INTERNAL SERVICE FUND	070919	07/12/2019	OIL-MAINT-SAFETY 06/19	101-1014-47420	60.25
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19	101-1001-41226	131.36
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19	101-1002-41226	42.60
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19	101-1003-41226	153.42
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19	101-1004-41226	210.65
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19	101-1007-41226	910.48
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19	101-1008-41226	204.19
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19	101-1009-41226	99.26
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19	101-1010-41226	45.60
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19	101-1011-41226	263.49
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19	101-1012-41226	37.92
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19	101-1014-41226	207.58
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19	101-1016-41226	158.89
VERIZON WIRELESS	071119	07/12/2019	CELL PHONE BILLS/OPEN PO FY	101-1003-43775	134.61
VERIZON WIRELESS	071119	07/12/2019	CELL PHONE BILLS/OPEN PO FY	101-1004-43775	44.87
VERIZON WIRELESS	071119	07/12/2019	CELL PHONE BILLS/OPEN PO FY	101-1007-43775	523.13
NM SELF INSURERS FUND	071119	07/12/2019	LIABILITY DEDUCTIBLES - OPEN	101-1007-46732	140.24
VERIZON WIRELESS	071119	07/12/2019	CELL PHONE BILLS/OPEN PO FY	101-1008-43775	89.76
VERIZON WIRELESS	071119	07/12/2019	CELL PHONE BILLS/OPEN PO FY	101-1009-43775	44.88
TALON SEPTIC & POTTY SERVICE	071119	07/12/2019	CLEAN AND SERVICE PORTABLES.	101-1009-48599	800.00
VERIZON WIRELESS	071119	07/12/2019	CELL PHONE BILLS/OPEN PO FY	101-1011-43775	44.87
VERIZON WIRELESS	071119	07/12/2019	CELL PHONE BILLS/OPEN PO FY	101-1014-43775	89.76
JAY RUBIN ATTORNEY AT LAW	07122019	07/12/2019	OPEN PO FOR LEGAL SERVICES	101-1003-48598	4,844.30
DEBORAH VALENCIA	071519	07/12/2019	ADVANCED MILEAGE/ALBUQU	101-1002-42305	104.90
MARGARET CLANTON	071519	07/12/2019	ADVANCED MILEAGE/ALBUQU	101-1002-42305	104.90
DEBORAH VALENCIA	071519	07/12/2019	ADVANCED PER DIEM/ALBUQU	101-1002-42310	272.00
MARGARET CLANTON	071519	07/12/2019	ADVANCED PER DIEM/ALBUQU	101-1002-42310	272.00
NU-WAY LAUNDRY & CLEANERS	33081	07/12/2019	CLEANING OF CITY RUGS - OPEN	101-1014-47410	157.77
BAE SYSTEMS	377479	07/12/2019	EMAIL SERVICE/OPEN PO FY 19	101-1004-43770	689.94
BOYS & GIRLS CLUB OF SIERRA		07/12/2019	JJAC GRANT PO FOR JUNE 2019	101-1003-60784	6,270.00
	JUNE2019-TDS	07/12/2019	TDS FIBER INTERNET OPEN PO	101-1018-43780	5,557.85
DRAGONFLY TRAINING AND CO		07/19/2019	Euthanasia Training	101-1008-42720	1,130.75
MUNICIPAL CODE CORP.	00329036	07/19/2019	OPEN PO: CODIFICATION OF CI	101-1001-43740	275.00
NM MUNICIPAL CLERKS AND FI		07/19/2019	MEMBERSHIP DUES - OPEN PO	101-1001-43770	180.00
SCRDA	07092019	07/19/2019	Dispatch Service for the City FY	101-1007-48599 5	3,814.75
NM GOVERNMENT FINANCE OF		07/19/2019	ANNUAL DUES - ACCOUNTING	101-1004-43770	50.00
NM GOVERNMENT FINANCE OF		07/19/2019	ANNUAL DUES - FINANCE DIREC	101-1004-43770	50.00
	071219	07/19/2019	CITY LANDFILL BILLS/OPEN PO F		206.06
NM GOVERNMENT FINANCE OF	.07122019	07/19/2019	MEMBERSHIP DUES - OPEN PO	101-1001-43770	50.00

ЕОМ АР кероп	
Vendor Name	Payable Number
NM CITY MANAGEMENT ASSOC.	07122019
NM ASSOCIATION OF CHIEFS OF.	
NM LEAGUE OF ZONING OFFICI	071519
CITY UTILITIES	071619
ICMA	071719
MORRIS MADRID	071919
CURTIS CHERRY	072319
JUSTIN DALRYMPLE	072319
COPPLER LAW FIRM PC	10194/10195
THE LINE, LLC	1027
MANANA	106-19
MPG SERVICES, LLC WEX BANK	1098
MPG SERVICES, LLC	124420 1279
ANIMAL CONTROL TRAINING S	
NM MUNICIPAL LEAGUE	2199
B & H OIL CO.	47951
B & H OIL CO.	47958
B & H OIL CO.	47959
B & H OIL CO.	47959
B & H OIL CO.	47960
WEX BANK	59972512
KING'S LOCKSMITH	71083
KING'S LOCKSMITH	71083
CRUCES TROPHY & AWARDS CE	80606
STATE OF NM GENERAL SERVICE	
STATE OF NM GENERAL SERVICE STATE OF NM GENERAL SERVICE	
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STATE OF NM GENERAL SERVICE	GSD-056358

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Payment Dates: 07/01/2019 - 07/31/2019

Description (Item)	Account Number	Amount
ANNUAL DUES FOR MR. MADRI	101-1003-43770	475.00
NM Association of Chiefs Of Pol	101-1007-43770	150.00
New Mexico League Zoning Offi	101-1008-43770	35.00
CITY UTILITIES CYCLE A&B/OPEN.	.101-1018-43780	3,519.63
ANNUAL MEMBERSHIP DUES F	101-1003-43770	760.00
ADVANCED PER DIEM/ALBUQU	101-1003-42310	77.60
ADVANCED PER DIEM/GALLUP	101-1008-42310	77.60
ADVANCED PER DIEM/GALLUP		77.60
OPEN PO FOR LEGAL SERVICES	101-1010-48598	1,481.74
BDU Cap Large	101-1007-42620	8.82
BDU Trouser (6) Pocket Large		85.98
Gym T-Shirt Cotton BLK Med	101-1007-42620	17.00
Full Length Rain Coat W/Hood L.		111.99
Crew Neck T-Shirt Med	101-1007-42620	17.00
Gym Shorts Cotton BLK Large	101-1007-42620	22.00
Name Tag	101-1007-42620	16.00
Eye Protection	101-1007-42620	10.40
Long Sleeve Sweat Shirt Med	101-1007-42620	33.20
Black Knit Stocking Cap	101-1007-42620	7.00
Gun CleaningKit	101-1007-42620	36.87
BDU (2) Pocket Cotton Shirt Med		79.98
Ear Protection	101-1007-42620	23.77
Black Knit Gloves Med	101-1007-42620	8.99
OPEN PO-LANDSCAPING SERVI		900.00
PARTS AND LABOR/ INSTALLAT		1,296.38
FUEL	101-1003-43316	147.08
Replace motor on A/C unit parts.		290.99
Chemical Immobilization Certifi		250.00
ANNUAL MEMBERSHIP	101-1003-43770	6,300.00
Unleaded Fuel- Open PO FY 19/ UNLEADED FUEL/OPEN PO FY 1		2,720.28
UNLEADED FUEL PURCHASES	101-1009-43316	545.40 490.86
DIESEL FUEL PURCHASES	101-1009-43317	490.86
Unleaded Fuel - Open PO FY 19		332.88
WEX fuel Police Dept-FY19-20 o		39.00
Repair Safe Door/parts and labor		134.00
Set of cash drawer keys (3 keys)		27.74
Blue Oval Peak Impress Acrylic		73.57
UNEMPLOYMENT COMP FY 17/		283.60
UNEMPLOYMENT COMP FY 17/		283.60
UNEMPLOYMENT COMP FY 17/		189.07
UNEMPLOYMENT COMP FY 17/		472.68
UNEMPLOYMENT COMP FY 17/		1,512.57
UNEMPLOYMENT COMP FY 17/		189.07
UNEMPLOYMENT COMP FY 17/	101-1009-41235	283.60
UNEMPLOYMENT COMP FY 17/	101-1010-41235	283.60
UNEMPLOYMENT COMP FY 17/	101-1011-41235	850.82
UNEMPLOYMENT COMP FY 17/	101-1012-41235	283.60
UNEMPLOYMENT COMP FY 17/	101-1014-41235	567.21
UNEMPLOYMENT COMP FY 17/	101-1016-41235	567.21
UNEMPLOYMENT COMP FY 18/	101-1001-41235	215.94
UNEMPLOYMENT COMP FY 18/	101-1002-41235	215.94
UNEMPLOYMENT COMP FY 18/		143.96
UNEMPLOYMENT COMP FY 18/	101-1004-41235	359.91
UNEMPLOYMENT COMP FY 18/	101-1007-41235	1,151.71
UNEMPLOYMENT COMP FY 18/	101-1008-41235	143.96
UNEMPLOYMENT COMP FY 18/		215.94
UNEMPLOYMENT COMP FY 18/		215.94
UNEMPLOYMENT COMP FY 18/		647.84
UNEMPLOYMENT COMP FY 18/	101-1012-41235	215. 9 4

Payment Dates: 07/01/2019 - 07/31/2019

EOWIAF REPORT				Payment Dates: 07/01/2019	- 07/31/2019
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STATE OF NM GENERAL SERVICE	GSD-056358	07/19/2019	UNEMPLOYMENT COMP FY 18/	101-1014-41235	431.89
STATE OF NM GENERAL SERVICE	GSD-056358	07/19/2019	UNEMPLOYMENT COMP FY 18/		431.89
SIERRA COUNTY FLOOD COMISS.	. 001	07/26/2019	Sierra County Flood Plain Mana	101-1010-48598	5,000.00
KING'S LOCKSMITH	06810	07/26/2019	duplicate key x 10	101-1014-43403	33.00
NM LEAGUE OF ZONING OFFICI	07012019	07/26/2019	League of Zoning Officials Annu	101-1010-43770	35.00
TRACI L. BURNETTE	071119	07/26/2019	MILEAGE DUE/LAS CRUCES	101-1010-42305	64.50
NEW MEXICO GAS COMPANY, I	071619	07/26/2019	GAS BILLS/GENERAL	101-1018-43780	304.5 9
NEW MEXICO GAS COMPANY, I	071619	07/26/2019	GAS BILLS/AIMAL SHELTER	101-1018-43780	30.95
NEW MEXICO GAS COMPANY, I	071619	07/26/2019	GAS BILLS/NM WORKFORCE C	101-1018-43780	23.19
MARGARET CLANTON	071919	07/26/2019	MILEAGE DUE/ALBUQUERQUE	101-1002-42305	26.22
DEBORAH VALENCIA	071919	07/26/2019	MILEAGE DUE/ALBUQUERQUE	101-1002-42305	26.22
MARGARET CLANTON	071919	07/26/2019	PER DIEM DUE/ALBUQUERQUE	101-1002-42310	68.00
DEBORAH VALENCIA	071919	07/26/2019	PER DIEM DUE/ALBUQUERQUE		68.00
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20		336.43
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20		88.62
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20		362.82
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20		334.38
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20		201.29
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20		100.73
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20		219.06
WINDSTREAM CORPORATION WINDSTREAM CORPORATION	072219 072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20		295.63
WINDSTREAM CORPORATION	072219	07/26/2019 07/26/2019	PHONE BILLS/OPEN PO FY 19/20		23.30
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20		207.15
INTERNATIONAL INSTITUTE OF		07/26/2019	PHONE BILLS/OPEN PO FY 19/20		287.34
NM RETIREE HEALTH CARE	072319	07/26/2019	MEMBERSHIP/CONT. DEV FEES BENEFIT PR ENDING 07/19/19		170.00
NM RETIREE HEALTH CARE		07/26/2019		101-1001-41226 101-1002-41226	131.36 42.60
NM RETIREE HEALTH CARE		07/26/2019		101-1003-41226	42.60
NM RETIREE HEALTH CARE		07/26/2019		101-1004-41226	210.65
NM RETIREE HEALTH CARE		07/26/2019		101-1007-41226	898.54
NM RETIREE HEALTH CARE		07/26/2019		101-1008-41226	204.19
NM RETIREE HEALTH CARE		07/26/2019		101-1009-41226	99.26
NM RETIREE HEALTH CARE	072319	07/26/2019		101-1010-41226	45.60
NM RETIREE HEALTH CARE	072319	07/26/2019		101-1011-41226	263.49
NM RETIREE HEALTH CARE	072319	07/26/2019		101-1012-41226	43.20
NM RETIREE HEALTH CARE	072319	07/26/2019	BENEFIT PR ENDING 07/19/19	101-1014-41226	207.58
NM RETIREE HEALTH CARE	072319	07/26/2019	BENEFIT PR ENDING 07/19/19	101-1016-41226	158.89
SIERRA COUNTY CLERK	07232019	07/26/2019	RECORDING FEES: OPEN PO FY	101-1001-43740	25.00
XEROX CORP.	097383757	07/26/2019	BASE CHARGE/METER USAGE O	101-1001-43465	345.94
XEROX CORP.	097383758	07/26/2019	BASE CHARGE/METER USAGE	101-1004-43465	365.61
XEROX CORP.			METER USAGE	101-1002-60840	264.08
XEROX CORP.			METER USAGE - OPEN PO FY 19	101-1014-43465	20.08
			METER USAGE OPEN PO 19/20		416.18
			BASE CHARGE & METER USAGE		213.65
			Base Charge - Meter Usage OPe		240.21
COOPERATIVE EDUCATIONAL S			Open PO Development Plan Rev		2,921.30
			Service multiple A/C units parts/		875.81
CHERRILL'S WESTERN			Wrangler chambray long sleeve		66.00
			Wrangler Denim long sleeve shi		69.00
				101-1014-42620	138.00
	C-405	07/20/2019	City Property Appraisals - 3 Lots		705.25
Funda 201 C				Fund 101 - General Total:	128,964.29
Fund: 201 - Corrections	070310	07/42/2010			
			DWI LAB FEES/PREVENTION FE		148.00
NM JUDICIAL EDUCATION CENT				201-1903-44805	57.00
SIERRA COUNTY TREASURER	072219	07/26/2019	Prisoner Care Open PO FY19/20		1,900.00
				Fund 201 - Corrections Total:	2,105.00
Fund: 209 - Fire					
			CITY UTILITIES CYCLE A&B/OPEN		464.63
MEGAHERTZ COMPUTER CONS	19311	07/19/2019	INTERNET SERVICE/NORTH FIRE	209-1603-43770	54.25

Payment Dates: 07/01/2019 - 07/31/2019

EOM AP Report			rayment Dates. 07/0)1/2019 - 07/31/2019
Vendor Name	Payable Number	Post Date	Description (item) Account Number	Amount
TESTON'S FREEWAY CHEVRON	2581	07/19/2019	FUEL ALL TRUCK - OPEN PO FY 209-1603-43316	354.10
NEW MEXICO GAS COMPANY, I	071619	07/26/2019	GAS BILLS/FIRE STATION 209-1603-43780	33.02
NEW MEXICO GAS COMPANY, I	071619	07/26/2019	GAS BILLS/FIRE SOUTH STATION 209-1603-43780	23.19
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20 209-1603-43775	114.16
			Fund 209 - Fire To	tal: 1,043.35
Fund: 214 - Lodgers Tax				
JOHN DEERE CREDIT, INC.	2188808	07/19/2019	OPEN PO FY19/20 LEASE PMT JD214-2503-44810	950.73
LINDMARK OUTDOOR MEDIA	14136/14139	07/26/2019	CITY ADVERTISING 214-2503-47597	844.84
Fund: 216 - Muni Street			Fund 214 - Lodgers Tax To	tal: 1,795.57
INTERNAL SERVICE FUND	070919	07/12/2019	OIL-MAINT-SAFETY 06/19 216-4503-43316	196.10
INTERNAL SERVICE FUND	070919	07/12/2019	OIL-MAINT-SAFETY 06/19 216-4503-47420	95.62
B & H OIL CO.	47953/47913	07/19/2019	UNLEADED FUEL PURCHASES 216-4503-43316	88.39
B & H OIL CO.	47953/47913	07/19/2019	DIESEL FUEL PURCHASES 216-4503-43317	2,951.35
GEO-TEST, INC.	90024-1	07/19/2019	MATERIAL TESTING/REISSUE C 216-4503-80845	2,000.53
MANANA	07122019	07/26/2019	WELDING HITCH 216-4503-47420	173.60
CHERRILL'S WESTERN	640830	07/26/2019	STEEL TOE BOOTS/CHRIS MOO 216-4503-44615	150.00
REED'S TIRE CENTER	6752	07/26/2019	TUBE 216-4503-47420	18.55
REED'S TIRE CENTER	6752	07/26/2019	TIRE REPAIR 216-4503-47420	35.00
MESILLA VALLEY COMMERCIAL		07/26/2019	TUBES FOR TIRES 216-4503-47420	60.00
MESILLA VALLEY COMMERCIAL		07/26/2019	MOUNTING 216-4503-47420	45.00
MESILLA VALLEY COMMERCIAL		07/26/2019	TIRES FOR ROLLER-750X15 216-4503-47420	675.00
			Fund 216 - Muni Street To	
Fund: 294 - State Library				
TDS	07112019	07/19/2019	Internet Service/Library Open 294-5003-48830	108.45
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20 294-5003-43775	78.82
XEROX CORP.	097383779	07/26/2019	Meter Usage - Open PO FY 19/20 294-5003-48599	32.06
			Fund 294 - State Library To	tal: 219.33
Fund: 295 - Muni Pool				
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19 295-4803-41226	66.50
TDS	JUNE2019-TDS	07/12/2019	TDS FIBER INTERNET OPEN PO 295-4803-43780	651.01
STATE OF NM GENERAL SERVICE		07/19/2019	UNEMPLOYMENT COMP FY 17/ 295-4803-41235	472.68
STATE OF NM GENERAL SERVICE		07/19/2019	UNEMPLOYMENT COMP FY 18/ 295-4803-41235	359.91
NEW MEXICO GAS COMPANY, I		07/26/2019	GAS BILLS/SWIMMING POOL 295-4803-43780	329.43
NM RETIREE HEALTH CARE	072319	07/26/2019	BENEFIT PR ENDING 07/19/19 295-4803-41226	66.50
POOL PRO, LLC	190620	07/26/2019	50# Calcium hypochlorite 295-4803-44607	976.00
POOL PRO, LLC	190669	07/26/2019	BOOSTER PUMP 295-4803-44607	370.00
			Fund 295 - Muni Pool Tol	al: 3,292.03
Fund: 296 - PD GRT WATCHGUARD INC.	0004986	07/26/2019	Evidence Library 4 Web Server S 296-2403-80845	1 000 00
WATCHGUARD INC.	0004986	07/26/2019	VISTA HD WiFi Additional Came 296-2403-80845	1,000.00
WATCHGUARD INC.	0004986	07/26/2019	Vista HD Wir Additional Came 290-2403-80845	4,975.00
WATCHGUARD INC.	0004986	07/26/2019	VISTA Charging Base R2 kit, incl 296-2403-80845	55,500.00
WATCHGUARD INC.	0004986	07/26/2019		1,425.00
WATCHGUARD INC.	0004986	07/26/2019	VISTA Transfer Station Assy, * C 296-2403-80845	1,495.00
WATCHGUARD INC.	0004986	07/26/2019	Evidence Library 4 Web 4RE in 296-2403-80845 Additional Front Camera, 4RE, 296-2403-80845	1,500.00
WATCHGUARD INC.	0004986	07/26/2019	WiFi Access Point, Conf, Mikroti296-2403-80845	2,000.00
WATCHGUARD INC.	0004986	07/26/2019	Shipping and Handling and Proc 296-2403-80845	250.00 645.00
WATCHGUARD INC.	0004986	07/26/2019	Evidence Library 4 Web VISTA D296-2403-80845	750.00
WATCHGUARD INC.	0004986	07/26/2019	New Client Discount 296-2403-80845	-3,350.00
WATCHGUARD INC.	0004986	07/26/2019	4RE System setup,confi, testing 296-2403-80845	
WATCHGUARD INC.	0004986	07/26/2019	4RE in-car 802.11n Wireless kit, 296-2403-80845	2,500.00
WATCHGUARD INC.	0004986	07/26/2019	Evidence Library 4 Web VISTA D 296-2403-80845	2,000.00 750.00
			Fund 296 - PD GRT Tot	
Fund: 302 - Elec Construction				
NEW MEXICO FINANCE AUTHOR.	.070219	07/12/2019	NMFA LOAN PMTS FY 19/20 TO 302-4603-12906	9,914.94

EOM AP Report				Payment Dates: 07/01/2019	- 07/31/2019
Vendor Name	Payable Number	Post Date	Description (item)	Account Number	Amount
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20	303-4703-43775	138.36
				Fund 303 - Vet Wall Total:	138.36
Fund: 306 - Ci Jt Uti					
NEW MEXICO FINANCE AUTHOR		07/12/2019	NMFA LOAN PMTS FY 19/20 TO		10,022.95
NEW MEXICO FINANCE AUTHOR		07/12/2019	NMFA LOAN PMTS FY 19/20 TO		690.58
NEW MEXICO FINANCE AUTHOR		07/12/2019	NMFA LOAN PMTS FY 19/20 TO	Fund 306 - CI Jt Uti Total:	7,598.72
F				Fund 306 - Cryt Ott Total:	10,312.23
Fund: 501 - Cemetary CITY UTILITIES	071619	07/19/2019	CITY UTILITIES CYCLE A&B/OPEN	501 1002 42700	005 45
Ciri Offenies	0/1015	07/15/2015	CITI OTICITES CICLE Add/OPEN.	Fund 501 - Cemetary Total:	985.45 985.45
Fund: 502 - Util Office - Pool					565.45
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19	502-3601-41226	249.00
VERIZON WIRELESS	071119	07/12/2019	CELL PHONE BILLS/OPEN PO FY		89.76
CITY UTILITIES	071219	07/19/2019	CITY LANDFILL BILLS/OPEN PO F.		8.40
B & H OIL CO.	47954	07/19/2019	GAS/OIL/ OPEN PO FY 2019/20	502-3601-43316	523.64
STATE OF NM GENERAL SERVICE	GSD-046427	07/19/2019	UNEMPLOYMENT COMP FY 17/	. 502-3601-41235	378.14
STATE OF NM GENERAL SERVICE	GSD-056358	07/19/2019	UNEMPLOYMENT COMP FY 18/	. 502-3601-41235	287.93
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20	502-3601-43775	399.43
POSTMASTER	07222019	07/26/2019	POSTAGE/OPEN PO F/Y 19/20	502-3601-43735	10,000.00
NM RETIREE HEALTH CARE	072319	07/26/2019	BENEFIT PR ENDING 07/19/19	502-3601-41226	254.88
XEROX CORP. NEW MEXICO ONE CALL, INC.	097242584 153004978	07/26/2019 07/26/2019	BASE CHARGE/METER USAGE/		501.70
NEW MEXICO ONE CALL, INC.	133004378	07/20/2019	NM811 LINE LOCATES/OPEN PO.	und 502 - Util Office - Pool Total:	384.95 13,077.83
Fund: 503 - Electric					13,077.03
INTERNAL SERVICE FUND	070919	07/12/2019	OIL-MAINT-SAFETY 06/19	503-3702-47420	2.99
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19	503-3702-41226	345.50
SIERRA ELECTRIC CO-OP, INC.	071019	07/12/2019	MIMS CITY LIGHTS- OPEN PO FY		567.41
SIERRA ELECTRIC CO-OP, INC.	071019	07/12/2019	POWER SERVICES- OPEN PO FY		198,548.12
VERIZON WIRELESS	071119	07/12/2019	CELL PHONE BILLS/OPEN PO FY	. 503-3702-43775	44.87
SSA SOLAR OF NM 4, LLC	11317	07/12/2019	POWER SERVICE OPEN PO FY19	. 503-3702-50795	31,542.28
TRIPLE H SOLAR, LLC	188	07/12/2019	ENGINEERING SERVICES- OPEN	. 503-3702-48599	2,949.61
TRI-STATE GENERATION & TRA		07/12/2019	POWER SERVICE- OPEN PO FY1		31,419.56
WESTERN AREA POWER ADMIN		07/12/2019	POWER SERVICE OPEN PO FY19		50,422.20
TDS CITY UTILITIES	JUNE2019-TDS	07/12/2019	TDS FIBER INTERNET OPEN PO		651.01
CITY UTILITIES	071219 071619	07/19/2019 07/19/2019	CITY LANDFILL BILLS/OPEN PO F CITY UTILITIES CYCLE A&B/OPEN.		40.50 264.73
B & H OIL CO.	47957/47733	07/19/2019	UNLEADED FUEL- OPEN PO FY1		477.16
B & H OIL CO.	47957/47733	07/19/2019	DIESEL FUEL- OPEN PO FY19/20		612.26
STATE OF NM GENERAL SERVICE	•	07/19/2019	UNEMPLOYMENT COMP FY 17/		850.82
STATE OF NM GENERAL SERVICE	GSD-056358	07/19/2019	UNEMPLOYMENT COMP FY 18/	503-3702-41235	647.83
NEW MEXICO GAS COMPANY, I	071619	07/26/2019	GAS BILLS/ELECTRIC	503-3702-43780	21.24
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20	503-3702-43775	41.44
NM RETIREE HEALTH CARE	072319	07/26/2019	BENEFIT PR ENDING 07/19/19	503-3702-41226	345.50
XEROX CORP.	097383784	07/26/2019	BASE CHARGE & METER USAGE		37.93
DON CHALMERS FORD INC.	639395	07/26/2019	OPTION: 2.7L ECOBOOST GAS E		1,600.00
DON CHALMERS FORD INC. DON CHALMERS FORD INC.	639395 639395	07/26/2019 07/26/2019	OPTION: SIDE TOOL BOXES OPTION: TRAILER TOW PACKAGE	503-3702-80810	1,470.00
DON CHALMERS FORD INC.	639395	07/26/2019	1/2 TON CREW CAB 4X4 TRUCK		870.00 27,763.00
DON CHALMERS FORD INC.	639395	07/26/2019	OPTION: 3:73 E-LOCKING RAR D		495.00
DON CHALMERS FORD INC.	639395	07/26/2019	OPTION: CAB STEPS	503-3702-80810	450.00
DON CHALMERS FORD INC.	639395	07/26/2019	OPTION: VINYL FLOORING W/X		-100.00
DON CHALMERS FORD INC.	639395	07/26/2019	OPTION: REG. CAB IN LIEU OF C		-1,300.00
DON CHALMERS FORD INC.	639395	07/26/2019	OPTION: XLT TRIM	503-3702-80810	4,900.00
DON CHALMERS FORD INC.	639395	07/26/2019	OPTION: HEADACHE RACK	503-3702-80810	550.00
GRAINGER, INC.	9228787173	07/26/2019	QUARTZ METAL HALIDE LAMP,		283.20
IRBY SUPPLY CO.	S011436133	07/26/2019	KLEIN PLIERS W/BOLT HOLDER		42.00
IRBY SUPPLY CO. IRBY SUPPLY CO.	S011436133 S011436133	07/26/2019 07/26/2019		503-3702-44607	93.00 771.00
	3911730133	0,12012013	DIE KIT, ALUMINUM	503-3702-44607	771.00

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Payment Dates: 07/01/2019 - 07/31/20	19
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EOM AP Report			Payment Dates: 07/01/2	019 - 07/31/2019
Vendor Name	Payable Number	Post Date	Description (item) Account Number	Amount
IRBY SUPPLY CO.	5011436133	07/26/2019	CRIMPER- 6T LIT/120V 503-3702-44607	1,682.00
			Fund 503 - Electric Total:	359,402.16
Fund: 504 - Water				
SMITHCO CONSTRUCTION INC.	06262019	07/12/2019	Austin & Pershing Waterline Re 504-3803-47425	715.36
SMITHCO CONSTRUCTION INC.	06262019	07/12/2019	Austin & Pershing Waterline Re 504-3803-47425	1,012.50
INTERNAL SERVICE FUND	070919	07/12/2019	OIL-MAINT-SAFETY 06/19 504-3803-43316	25.10
INTERNAL SERVICE FUND	070919	07/12/2019	OIL-MAINT-SAFETY 06/19 504-3803-47420	27.66
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19 504-3803-41226	133.58
VERIZON WIRELESS	071119	07/12/2019	CELL PHONE BILLS/OPEN PO FY 504-3803-43775	44.87
TAXATION AND REVENUE	071119	07/12/2019	WATER CONSERVATION FEE 06 504-3803-43797	1,519.65
TDS	JUNE2019-TDS	07/12/2019	TDS FIBER INTERNET OPEN PO 504-3803-43780	651.01
CITY UTILITIES	071619	07/19/2019	CITY UTILITIES CYCLE A&B/OPEN 504-3803-43780	635.38
B & H OIL CO.	47956/47870/47904	07/19/2019	Unleaded Fuel & Oil 504-3803-43316	402.74
B & H OIL CO.	47956/47870/47904	07/19/2019	Diesel Fuel 504-3803-43317	745.77
STATE OF NM GENERAL SERVICE	GSD-046427	07/19/2019	UNEMPLOYMENT COMP FY 17/ 504-3803-41235	472.68
STATE OF NM GENERAL SERVICE	GSD-056358	07/19/2019	UNEMPLOYMENT COMP FY 18/ 504-3803-41235	359.91
NEW MEXICO GAS COMPANY, I	071619	07/26/2019	GAS BILLS/WATER 504-3803-43780	28.62
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20 504-3803-43775	65.84
NM RETIREE HEALTH CARE	072319	07/26/2019	BENEFIT PR ENDING 07/19/19 504-3803-41226	135.62
COOPERATIVE EDUCATIONAL S	24-090650	07/26/2019	Open PO WATER/SEWER LINE R 504-3803-48598	13,573.25
REED'S TIRE CENTER	6771	07/26/2019	Tire Repair-05813-G 504-3803-47420	165.00
REED'S TIRE CENTER	6772	07/26/2019	Front Tire Repair 504-3803-47420	25.00
DPC INDUSTRIES, INC.	DE74000415-19	07/26/2019	Demurrage Rental of Chorine Cy. 504-3803-44605	45.00
			Fund 504 - Water Total:	20,784.54
Fund: 505 - Solid Waste				
INTERNAL SERVICE FUND	070919	07/12/2019	OIL-MAINT-SAFETY 06/19 505-3904-43316	156.45
NTERNAL SERVICE FUND	070919	07/12/2019	OIL-MAINT-SAFETY 06/19 505-3904-47420	184.57
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19 505-3904-41226	421.93
VERIZON WIRELESS	071119	07/12/2019	CELL PHONE BILLS/OPEN PO FY 505-3904-43775	44.87
rds	JUNE2019-TDS	07/12/2019	TDS FIBER INTERNET OPEN PO 505-3904-43780	651.01
CITY UTILITIES	071219	07/19/2019	CITY LANDFILL BILLS/OPEN PO F 505-3904-43780	21,413.49
COOPERATIVE EDUCATIONAL S	24-090874	07/19/2019	Freightliner M2 106 Side loader505-3904-80810	185,209.00
3 & H OIL CO.	47952	07/19/2019	B & H Gasoline & Oil FY 2019-2 505-3904-43316	474.47
B & H OIL CO.	47952	07/19/2019	B & H Diesel, FY 2019-2020 505-3904-43317	2,623.12
CITY OF LAS CRUCES	64727	07/19/2019	SCSWA Disposal Fees 505-3904-45601	33,505.86
STATE OF NM GENERAL SERVICE		07/19/2019	UNEMPLOYMENT COMP FY 17/ 505-3904-41235	1,039.88
STATE OF NM GENERAL SERVICE		07/19/2019	UNEMPLOYMENT COMP FY 18/ 505-3904-41235	791.80
NEW MEXICO GAS COMPANY, I		07/26/2019	GAS BILLS/RECYCLE CENTER 505-3904-43780	21.44
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20 505-3904-43775	161.40
NM RETIREE HEALTH CARE	072319	07/26/2019	BENEFIT PR ENDING 07/19/19 505-3904-41226	421.93
(EROX CORP.	0937383765	07/26/2019	LA6-283718 Meter Usage,E1B-0505-3904-43465	138.95
CHERRILL'S WESTERN	4818-27	07/26/2019	Safety Boots - Shannon Crowder 505-3904-44615	150.00
			Fund 505 - Solid Waste Total:	247,410.17
und: 506 - WWTP				
NTERNAL SERVICE FUND	070919	07/12/2019	OIL-MAINT-SAFETY 06/19 506-4005-43316	12.50
NTERNAL SERVICE FUND	070919	07/12/2019	OIL-MAINT-SAFETY 06/19 506-4005-47420	1.10
NM RETIREE HEALTH CARE	071019	07/12/2019	BENEFIT PR ENDING 07/15/19 506-4005-41226	247.55
/ERIZON WIRELESS	071119	07/12/2019	CELL PHONE BILLS/OPEN PO FY 506-4005-43775	134.63
ILLAGE OF WILLIAMSBURG	071119	07/12/2019	SEWER RECEIPTS 06/19 506-4005-48798	3,888.34
TDS	JUNE2019-TDS	07/12/2019	TDS FIBER INTERNET OPEN PO 506-4005-43780	651.01
	071219	07/19/2019	CITY LANDFILL BILLS/OPEN PO F 506-4005-43780	54.00
	071619	07/19/2019	CITY UTILITIES CYCLE A&B/OPEN506-4005-43780	353.20
ROFESSIONAL WATER TESTING.		07/19/2019	E-Coli Coliform Hach 10029 m-c 506-4005-44605	54.16
& HOILCO.	47955/47882	07/19/2019	Unleaded Fuel & Oil 506-4005-43316	825. 6 2
3 & HOILCO.	47955/47882	07/19/2019	Diesel Fuel 506-4005-43317	78.31
TATE OF NM GENERAL SERVICE		07/19/2019	UNEMPLOYMENT COMP FY 17/ 506-4005-41235	661.75
TATE OF NM GENERAL SERVICE		07/19/2019	UNEMPLOYMENT COMP FY 18/ 506-4005-41235	503.87
NEW MEXICO GAS COMPANY, I		07/26/2019	GAS BILLS/VACUUM STATION 506-4005-43780	23.05
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20 506-4005-43775	96.59

EOM AP Report

Payment Dates: 07/01/2019 - 07/31/2019

annu nabarr				rayment bates: 0//01/2013	- 07/31/2013
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	072319	07/26/2019	BENEFIT PR ENDING 07/19/19	506-4005-41226	247.55
XEROX CORP.	097383773	07/26/2019	Meter Usage Open PO FY 19-20	506-4005-43465	131.46
COOPERATIVE EDUCATIONAL S	. 24-090650	07/26/2019	Open PO WATER/SEWER LINE R.	506-4005-48598	13,573.25
BAKER UTILITY SUPPLY CORP.	265346	07/26/2019	Schd 80 4" union	506-4005-44607	202.60
BAKER UTILITY SUPPLY CORP.	265346	07/26/2019	shd 80 4" wye	506-4005-44607	145.20
BAKER UTILITY SUPPLY CORP.	265346	07/26/2019	schd 80 4" 45 ell	506-4005-44607	65.70
RODGERS & CO., INC.	615279	07/26/2019	For Slab Delete	506-4005-48598	-200.00
RODGERS & CO., INC.	615279	07/26/2019	Materials to Plug & Abandon 2	506-4005-48598	50.00
RODGERS & CO., INC.	615279	07/26/2019	Materials to complete Monitori	. 506-4005-48598	395.00
RODGERS & CO., INC.	615279	07/26/2019	Locking Well Head Materials	506-4005-48598	448.93
RODGERS & CO., INC.	615279	07/26/2019	Mobilization/Demo(Labor)	506-4005-48598	1,800.00
RODGERS & CO., INC.	615279	07/26/2019	Complete One 2" Mont. Well	506-4005-48598	450.00
RODGERS & CO., INC.	615279	07/26/2019	Auger One (1) 7-1/4"	506-4005-48598	660.00
RODGERS & CO., INC.	615279	07/26/2019	Install on above ground 6" Lock	. 506-4005-48598	450.00
RODGERS & CO., INC.	615279	07/26/2019	Plug & Abandon Two Exsisting		400.00
USA BLUEBOOK	951955	07/26/2019	Alconox Cleaning Compound	506-4005-44605	78.54
USA BLUEBOOK	951955	07/26/2019	Standard Methods for exam of	506-4005-44605	295.00
USA BLUEBOOK	951955	07/26/2019	Prof Trinocular microscope	506-4005-44613	2,058.40
				Fund 506 - WWTP Total:	28,837.31
Fund: 508 - Golf Course					
VERIZON WIRELESS	071119	07/12/2019	CELL PHONE BILLS/OPEN PO FY	EOR 4303 43775	44.00
CITY UTILITIES	071619	07/19/2019	CITY UTILITIES CYCLE A&B/OPEN		44.88
TURF CONTROL, LLC	8958	07/19/2019	855 Complete VIH NPT Purchase		2,730.75
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20		7,197.50
XEROX CORP.	097242586	07/26/2019	BASE CHARGE & METER USAGE		176.81
B & H OIL CO.	47999	07/26/2019	UNLEADED	508-4303-43316	176.76
B & H OIL CO.	47999	07/26/2019	DIESEL		688.50
B & H OIL CO.	47999	07/26/2019	FARM NOZZLE	508-4303-43317	739.53
B & H OIL CO.	47999	07/26/2019	3/4" X 10' HOSE	508-4303-44607	53.50
YAMAHA MOTOR FINANCE COR.		07/26/2019	•	508-4303-44607	97.62
TAMANA NOTON TINANCE CON.		07/20/2015	OPEN PO FOR FY 19/20 YAMAH	Fund 508 - Golf Course Total:	903.51
				Fund 508 - Gon Course Total:	12,809.36
Fund: 509 - Muni Airport					
	071019	07/12/2019	BENEFIT PR ENDING 07/15/19	509-4403-41226	73.06
VERIZON WIRELESS	071119	07/12/2019	CELL PHONE BILLS/OPEN PO FY		179.52
STATE OF NM GENERAL SERVICE		07/19/2019	UNEMPLOYMENT COMP FY 17/		189.07
STATE OF NM GENERAL SERVICE		07/19/2019	UNEMPLOYMENT COMP FY 18/		143.96
WINDSTREAM CORPORATION	072219	07/26/2019	PHONE BILLS/OPEN PO FY 19/20		344.48
SIERRA ELECTRIC CO-OP, INC.	072219	07/26/2019	AIRPORT FIRE STATION	509-4403-43780	53.65
SIERRA ELECTRIC CO-OP, INC.	072219	07/26/2019	AIRPORT FUELING STATION	509-4403-43780	829.91
SIERRA ELECTRIC CO-OP, INC.	072219	07/26/2019	PIPPEN BUILDING	509-4403-43780	32.87
NM RETIREE HEALTH CARE	072319	07/26/2019	BENEFIT PR ENDING 07/19/19	509-4403-41226	73.06
				Fund 509 - Muni Airport Total:	1,919.58

Grand Total:

928,940.66

Report Summary

Fund S	Summary
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Fund		Payment Amount
101 - General		128,964.29
201 - Corrections		2,105.00
209 - Fire		1,043.35
214 - Lodgers Tax		1,795.57
216 - Muni Street		6,489.14
294 - State Library		219.33
295 - Muni Pool		3,292.03
296 - PD GRT		71,440.00
302 - Elec Construction		9,914.94
303 - Vet Wall		138.36
306 - CI Jt Uti		18,312.25
501 - Cemetary		985.45
502 - Util Office - Pool		13,077.83
503 - Electric		359,402.16
504 - Water		20,784.54
505 - Solid Waste		247,410.17
506 - WWTP		28,837.31
508 - Golf Course		12,809.36
509 - Muni Airport		1,919.58
	Grand Total:	928,940.66
	Account Summary	
Account Number	Account Name	Payment Amount
101-1001-41226	RETIREE INSURANCE-OFF	262.72
101-1001-41235	UNEMPLOYMENT INS-OFF	499.54
101-1001-43465	RENT OF EQUIPMENT	345.94
101-1001-43740	PRINTING/PUBLISHING	300.00
101-1001-43770	SUBSCRIPTION & DUES	400.00
101-1001-43775	TELEPHONE	336.43
101-1002-41226	RETIREE INSURANCE-MUN	85.20
101-1002-41235	UNEMPLOYMENT INSUR	499.54
101-1002-42305	MILEAGE REIMBURSEME	262.24

	Account Summary	
Account Number	Account Name	Payment Amount
101-1001-41226	RETIREE INSURANCE-OFF	262.72
101-1001-41235	UNEMPLOYMENT INS-OFF	499.54
101-1001-43465	RENT OF EQUIPMENT	345.94
101-1001-43740	PRINTING/PUBLISHING	300.00
101-1001-43770	SUBSCRIPTION & DUES	400.00
101-1001-43775	TELEPHONE	336.43
101-1002-41226	RETIREE INSURANCE-MUN	85.20
101-1002-41235	UNEMPLOYMENT INSUR	499.54
101-1002-42305	MILEAGE REIMBURSEME	262.24
101-1002-42310	PER DIEM-MUNI COURT	680.00
101-1002-43775	TELEPHONE	88.62
101-1002-60840	OTHER CAP PUR/AOC/JID	264.08
101-1003-41226	RETIREE INSURANCE-OFF	306.84
101-1003-41235	UNEMPLOYMENT INSUR	333.03
101-1003-42310	PER DIEM-OFF CITY MAN	77.60
101-1003-43316	GAS & OIL	147.08
101-1003-43465	RENT OF EQUIPMENT	416.18
101-1003-43770	SUBSCRIPTION & DUES	7,535.00
101-1003-43775	TELEPHONE	497.43
101-1003-44606	OFFICE SUPPLIES	73.57
101-1003-48598	PROFESSIONAL SERVICES	4,844.30
101-1003-60784	Grant Expenses	6,270.00
101-1004-41226	RETIREE INSURANCE-ADM	421.30
101-1004-41235	UNEMPLOYMENT INSUR	832.59
101-1004-43465	RENT OF EQUIPMENT	365.61
101-1004-43770	SUBSCRIPTION & DUES	789.94
101-1004-43775	TELEPHONE	379.25
101-1007-41226	RETIREE INSURANCE-POLI	1,809.02
101-1007-41235	UNEMPLOYMENT INSUR	2,664.28
101-1007-42620	UNIFORM/LINEN-POLICE	479.00
101-1007-43316	GAS & OIL	2,807.41
101-1007-43465	RENT OF EQUIPMENT	240.21
101-1007-43770	SUBSCRIPTION & DUES	150.00
101-1007-43775	TELEPHONE	724.42

	Account Summary	
Account Number	Account Name	Payment Amount
101-1007-46732	GENERAL LIABILITY INSUR	140.24
101-1007-47420	MAINTENANCE VEHICLE/	5.26
101-1007-48599	OTHER CONTRACTUAL SE	53,814.75
101-1008-41226	RETIREE INSURANCE-COD	408.38
101-1008-41235	UNEMPLOYMENT INS-CO	333.03
101-1008-42310	PER DIEM-CODE ENF/AN	155.20
101-1008-42720	EMPLOYEE TRAINING-CO	1,380.75
101-1008-43316	GAS & OIL	350.38
101-1008-43770	SUBSCRIPTION & DUES	35.00
101-1008-43775	TELEPHONE	190.49
101-1008-47420	MAINTENANCE VEH/EQUI	16.19
101-1009-41226	RETIREE INSURANCE-MUN	198.52
101-1009-41235	UNEMPLOYMENT INS-M	499.54
101-1009-43316	GAS & OIL	490.86
101-1009-43317	DIESEL-RECREATION	103.40
101-1009-43465	RENT OF EQUIPMENT	213.65
101-1009-43775	TELEPHONE	263.94
101-1009-48599	OTHER CONTRACTUAL SE	2,996.38
101-1010-41226	RETIREE INSURANCE-BUIL	91.20
101-1010-41235	UNEMPLOYMENT INS-BUI	499.54
101-1010-42305	MILEAGE REIMBURSEME	64.50
101-1010-43770	SUBSCRIPTION & DUES	35.00
101-1010-43775	TELEPHONE	295.63
101-1010-48555	CLEAN UP & DEMOLITION	1,600.63
101-1010-48598	PROFESSIONAL SERVICES	10,108.29
101-1011-41226	RETIREE INSURANCE-STRE	526.98
101-1011-41235	UNEMPLOYMENT INS-STE	1,498.66
101-1011-43775	TELEPHONE	68.17
101-1012-41226	RETIREE INSURANCE-FLEE	81.12
101-1012-41235	UNEMPLOYMENT INSUR	499.54
101-1012-43775	TELEPHONE	207.15
101-1014-41226	RETIREE INSURANCE-FACI	415.16
101-1014-41235	UNEMPLOYMENT INSUR	999.10
101-1014-42620	UNIFORM/LINEN-FACILITY	273.00
101-1014-43316	GAS & OIL	580.40
101-1014-43403	REGULAR BUILDING MAI	1,333.80
101-1014-43465		20.08
101-1014-43775 101-1014-44607		377.10
101-1014-44607	FIELD SUPPLIES-FACILITY	27.74
		157.77
101-1014-47420 101-1016-41226	MAINTENANCE-VEHICLE/ RETIREE INSURANCE-LIBR	60.25
101-1016-41226	UNEMPLOYMENT INSUR	317.78
101-1018-43780	UTILITIES	999.10
101-1099-34348	RENT OF PUBLIC FACILITIES	9,642.27 400.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	
201-1903-44803	CARE OF PRISONERS-COR	205.00
209-1603-43316	GAS & OIL	1,900.00 354.10
209-1603-43770	SUBSCRIPTION & DUES	54.25
209-1603-43775	TELEPHONE	114.16
209-1603-43780	UTILITIES	520.84
214-2503-44810	EQUIPMENT & MACHINE	950.73
214-2503-47597	9% ADVERTISING/MARKET	844.84
216-4503-43316	GAS & OIL	284.49
216-4503-43317	DIESEL FUEL-STREET MAI	2,951.35
216-4503-44615	SAFETY EQUIPMENT	150.00
216-4503-47420	MAINT.VEHICLE/FURN/E	1,102.77
216-4503-80845	CAPITAL IMPROVEMENTS	2,000.53
		•

	Account Summary	
Account Number	Account Name	Payment Amount
294-5003-43775	TELEPHONE	78.82
294-5003-48599	OTHER CONTRACTUAL SE	32.06
294-5003-48830	LIBRARY ACQUISITION (B	108.45
295-4803-41226	RETIREE INSURANCE-MUN	133.00
295-4803-41235	UNEMPLOYMENT INSUR	832.59
295-4803-43780	UTILITIES-MUNI POOL	980.44
295-4803-44607	FIELD SUPPLIES-MUNI PO	1,346.00
296-2403-80845	OTHER CAPITAL PURCHAS	71,440.00
302-4603-12906	CWPA TORC 6 OPERATING	9,914.94
303-4703-43775	TELEPHONE	138.36
306-6103-12902	CWPA TORC 2 OPERATING	10,022.95
306-6103-12918	CWPA TORC 18 OPERATI	690.58
306-6103-12919	CWPA TORC 19 OPERATI	7,598.72
501-1803-43780	UTILITIES	985.45
502-3601-41226	RETIREE INSURANCE-UTIL	503.88
502-3601-41235	UNEMPLOYMENT INSUR	666.07
502-3601-43316	GAS & OIL	523.64
502-3601-43465	RENT OF EQUIPMENT	501.70
502-3601-43735	POSTAGE & MAIL SERVICE	10,000.00
502-3601-43775	TELEPHONE	489.19
502-3601-43780	UTILITIES	8.40
502-3601-47410	MAINTENANCE CONTRAC	384.95
503-3702-41226	RETIREE INSURANCE-ELEC	691.00
503-3702-41235	UNEMPLOYMENT INSUR	1,498.65
503-3702-43316	GAS & OIL	477.16
503-3702-43317	DIESEL FUEL-ELECTRIC DIV	612.26
503-3702-43465	RENT OF EQUIPMENT	37.93
503-3702-43775	TELEPHONE	86.31
503-3702-43780	UTILITIES	1,544.89
503-3702-44607	FIELD SUPPLIES	2,588.00
503-3702-47415	MAINTENANCE/GROUNDS	283.20
503-3702-47420	MAINTENANCE-VEHICLE/	2.99
503-3702-48599	OTHER CONTRACTUAL SE	2,949.61
503-3702-50795	WHOLESALE POWER COS	311,932.16
503-3702-80810	OTHER CAPITAL EQUIPM	36,698.00
504-3803-41226	RETIREE INSURANCE-WAT	269.20
504-3803-41235	UNEMPLOYMENT INSUR	832.59
504-3803-43316	GAS & OIL	427.84
504-3803-43317	DIESEL-WATER DIVISION	745.77
504-3803-43775	TELEPHONE	110.71
504-3803-43780 504-3803-43797		1,315.01
504-3803-44605		1,519.65
504-3803-44605	CHEMICALS/LABORATORY	45.00
504-3803-47425	MAINTENANCE-VEHICLE/	217.66
504-3803-48598	OTHER MAINT-WATER M PROFESSIONAL SERVICES	1,727.86
505-3904-41226	RETIREE INSURANCE-SOLI	13,573.25
505-3904-41235	UNEMPLOYMENT INSUR	843.86
505-3904-43316	GAS & OIL	1,831.68 630.92
505-3904-43317	DIESEL FUEL-SOLID WASTE.	
505-3904-43465	RENT OF EQUIPMENT	2,623.12 138.95
505-3904-43775	TELEPHONE	206.27
505-3904-43780	UTILITIES	206.27 22,085.94
505-3904-44615	SAFETY EQUIPMENT	150.00
505-3904-45601	WASTE DISPOSAL	33,505.86
505-3904-47420	MAINTENANCE-VEHICLE/	184.57
505-3904-80810	OTHER CAPITAL EQUIPM	185,209.00
506-4005-41226	RETIREE INSURANCE-WAS	495.10
		433.10

Acco	t Summary	
1	ount Name	Payment Amount
ι	MPLOYMENT INSUR	1,165.62
C	& OIL	838.12
C	EL FUEL-WASTEWAT	78.31
F	T OF EQUIPMENT	131.46
1	PHONE	231.22
ι	ITIES	1,081.26
C	MICALS/LABORATORY	427.70
F	D SUPPLIES-WASTEW	413.50
•	I-CAPITAL ITEMS	2,058.40
n n	NTENANCE-VEHICLE/	1.10
F	FESSIONAL SERVICES	18,027.18
\ \	AGE OF WILLIAMSBU	3,888.34
G	& OIL	688.50
C	EL FUEL	739.53
F	T OF EQUIPMENT	1,080.27
Т	PHONE	221.69
ι	ITIES	2,730.75
F	D SUPPLIES	151.12
N	NTENANCE-GROUNDS	7,197.50
F	REE INSURANCE-AIR	146.12
ι	MPLOYMENT INSUR	333.03
Т	PHONE	524.00
ι	ITIES	916.43
	Grand Total:	928,940.66

Project Account Summary

Project Account Key		Payment Amount
None		928,940.66
	Grand Total:	928,940.66

Can Constitute

CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: **F.1**

MEETING DATE: August 14, 2019

SUBJECT:	Resolution No. 12 19/20 Loan/Grant Agreement and closing documents for the Municipal Water
•	as Grant/Loan to Truth or Consequences – NMFA CIF 4927
DEPARTMENT:	Community Development
DATE SUBMITTED:	•
SUBMITTED BY:	Traci Burnette
	IT THE ITEM: City Manager Madrid
Summary/Backgro	und:
	ccepted and approved NMFA Colonias Infrastructure Project Fund Award on 6/26/19 in
	loan in the amount of \$9,000.00, and a 90% grant in the amount of \$81,000.00 and the
	th in the amount of \$10,000.00 for Water System PER. These are the required Loan/grant
Agreement and clo	sing documents for execution of the project.
Recommendation:	
Approve Resolution	n No. 12 19/20 and Execute required Award Documents
Attachments:	
Resolution	
 Loan/Grant 	Agreement and Closing Documents
-	
Fiscal Impact (Fina	•
Impact included in	Resolution.
Legal Review (City	Attorney): Yes
Review Documents	
Approved For Subr	nittal By: Department Director
Reviewed by:	City Clerk 🔲 Finance 🗌 Legal 🖾 Other: Click here to enter text.
Final Approval: 🛛	City Manager

CITY CLERK'S	USE ONLY - COMMISSION ACTION TAKEN
Resolution No. Click here to enter text.	Ordinance No

Continued To: - Referred To: -

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

File Name: F.1 AR Resolution 12 19-20 Loan Grant Agreement

\$90,000 CITY OF TRUTH OR CONSEQUENCES SIERRA COUNTY, NEW MEXICO COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT No. CIF-4927

Closing Date: September 20, 2019

TRANSCRIPT OF PROCEEDINGS INDEX

- 1. Open Meeting Act Resolution No. 01 19/20 adopted July 10, 2019
- 2. Resolution No. 12 19/20, adopted August 14, 2019, Agenda, and the Affidavit of Publication of the Notice of Adoption of Resolution in the *Sierra County Sentinel*
- 3. Loan/Grant Agreement
- 4. General and No Litigation Certificate
- 5. Delivery, Deposit and Cross-Receipt Certificate
- 6. Right of Way Certificate
- 7. Borrower's Counsel Opinion
- 8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the Finance Authority
- 9. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

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

5186315.doc

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF RESOLUTION NO. 12 19/20 OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO AUGUST 14, 2019

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

The City Commission (the "Governing Body") of the City of Truth or Consequences, New Mexico (the "Borrower/Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body in the City Commission Chambers, 405 W. 3rd Street, in Truth or Consequences, New Mexico, being the meeting place of the Governing Body for the meeting held on the 14th day of August, 2019 at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

Mayor:		
City Commission:		
	-	
Absent:		
Also Present:		

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

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO RESOLUTION NO. 12 19/20

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A INFRASTRUCTURE PROJECT COLONIAS FUND LOAN/GRANT AGREEMENT BY AND AMONG THE NEW MEXICO COLONIAS INFRASTRUCTURE BOARD ("CIB") AND THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY," AND COLLECTIVELY WITH THE CIB, THE "LENDERS/GRANTORS") AND THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$90,000, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF PREPARATION OF A MUNICIPAL WATER SYSTEM PRELIMINARY ENGINEERING REPORT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF \$9,000 SOLELY FROM NET SYSTEM REVENUES OF THE BORROWER/GRANTEE'S JOINT UTILITY SYSTEM AND ACCEPTANCE OF A GRANT AMOUNT OF \$81,000: CERTIFYING THAT THE LOAN/GRANT AMOUNT. TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT: APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT: RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

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

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

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

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State; and WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the "Fund") in the Finance Authority, to be administered by the Finance Authority to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

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

WHEREAS, the Borrower/Grantee submitted an application dated January 16, 2019 for the Project; and

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

WHEREAS, the CIB on April 30, 2019 recommended to the Finance Authority that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the Finance Authority enter into and administer this Agreement; and

WHEREAS, the Finance Authority approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on May 23, 2019; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee that the Borrower/Grantee enter into an Agreement with the Lenders/Grantors to borrow \$9,000 from the Lenders/Grantors and to accept a grant in the amount of \$81,000 from the Lenders/Grantors to finance the costs of preparation of a municipal water system preliminary engineering report, this project being more particularly described in the Term Sheet; and

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

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

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

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

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

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

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

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

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

"Authorized Officers" means, any one or more of the Mayor, City Manager and City Clerk-Treasurer thereof.

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

"CIB" means the Colonias Infrastructure Board created by the Act.

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

"Colonia" or "Colonias" means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Borrower/Grantee.

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

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

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

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

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

"Finance Authority" means the New Mexico Finance Authority.

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

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

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

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall equal 90% of the Amount disbursed not to exceed \$81,000.

"Gross Revenues" has the meaning given to that term in the Loan/Grant Agreement.

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

"Lenders/Grantors" means the CIB and the Finance Authority.

"Loan" or "Loan Amount" means 10% of the amount disbursed to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$9,000. "Loan/Grant" or "Loan/Grant Amount" means the amount provided to the Borrower/Grantee as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project. The value of the Loan/Grant shall not equal more than \$90,000.

"Local Match" means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is \$10,000.

"Net System Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the joint utility system.

"NMAC" means the New Mexico Administrative Code.

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

"Operation and Maintenance Expenses" has the meaning given to that term in the Loan/Grant Agreement.

"Pledged Revenues" means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Amount pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

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

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

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

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

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

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

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

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

"State" means the State of New Mexico.

"System" means the joint water, wastewater and electric utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

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

"Useful Life" means the period during which the Project is expected to be usable.

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

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

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

A. The Project is needed to meet the needs of the Borrower/Grantee and the public it serves.

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

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient

and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee.

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

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

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

A. <u>Authorization</u>. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of \$81,000 and borrowing the Loan Amount of \$9,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the completion of the Project.

B. <u>Detail.</u> The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$81,000 and the Loan shall be in the amount of \$9,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

Section 6. <u>Approval of Loan/Grant Agreement</u>. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body, at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk-Treasurer is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

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

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

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

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

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

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

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

Section 11. <u>Authorized Officers</u>. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

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

Section 13. <u>Resolution Irrepealable</u>. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. <u>Severability Clause</u>. 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. <u>Repealer Clause</u>. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. <u>Effective Date</u>. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk-Treasurer of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

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

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

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

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 12 19/20, duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico on August 14, 2019. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the City Clerk-Treasurer at 505 Sims Street, Truth or Consequences, New Mexico.

The title of the Resolution is:

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO RESOLUTION NO. 12 19/20

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND AMONG THE NEW MEXICO COLONIAS INFRASTRUCTURE BOARD ("CIB") AND THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY," AND COLLECTIVELY WITH THE CIB, THE "LENDERS/GRANTORS") AND THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF \$90,000, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF PREPARATION OF A MUNICIPAL WATER SYSTEM PRELIMINARY ENGINEERING REPORT, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT: PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF \$9,000 SOLELY FROM NET SYSTEM REVENUES OF THE BORROWER/GRANTEE'S JOINT UTILITY SYSTEM AND ACCEPTANCE OF A GRANT AMOUNT OF \$81,000; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE. IS SUFFICIENT TO COMPLETE THE PROJECT: APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; **RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION** INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

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

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 14th DAY OF AUGUST, 2019.

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO

By: _____

Sandra Whitehead, Mayor

[SEAL]

ATTEST:

By: _____

Renee Cantin, City Clerk-Treasurer

[Remainder of page intentionally left blank.]

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

The motion to adopt the 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 the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and City Clerk-Treasurer signed the Resolution upon the records of the minutes of the Governing Body.

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

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO

By: ______ Sandra Whitehead, Mayor

[SEAL]

ATTEST:

By: ______ Renee Cantin, City Clerk-Treasurer

[Remainder of page intentionally left blank.]

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

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

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held in the City Commission Chambers, 405 W. 3rd Street, in Truth or Consequences, New Mexico, on August 14, 2019 at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. 12 19/20 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 01 19/20, adopted and approved on July 10, 2019 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of September, 2019.

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO

By

Renee Cantin, City Clerk-Treasurer

5186311.doc

EXHIBIT "A"

Notice of Meeting, Meeting Agenda

\$90,000

COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT

Dated

September 20, 2019

By and Among the

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

and the

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

COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT

THIS LOAN/GRANT AGREEMENT (the "Agreement") dated September 20, 2019, is entered into by and among the COLONIAS INFRASTRUCTURE BOARD (the "CIB") and the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority") (collectively, the "Lenders/Grantors"), and the CITY OF TRUTH OR CONSEQUENCES in Sierra County, New Mexico, (the "Borrower/Grantee" or the "Colonia").

WITNESSETH:

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

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

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

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

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

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

WHEREAS, the Borrower/Grantee submitted an application dated January 16, 2019 for the Project; and

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

WHEREAS, the CIB on April 30, 2019 recommended to the Finance Authority that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the Finance Authority enter into and administer this Agreement; and WHEREAS, the Finance Authority approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on May 23, 2019; and

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

"Application" means the Colonias Infrastructure Project Fund Application for Funding dated January 16, 2019 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

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

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

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

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

"Conditions" means (1) all readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the CIB; (2) all requirements set forth in the Term Sheet; (3) all requirements outlined in Section 2.1(p) and Section 5.1; (4) a determination that the disbursement applied for does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies.

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

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

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

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

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

"Final Debt Service Schedule" means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount. "Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 4.4 of this Agreement.

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

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

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

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

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall equal 90% of the amount disbursed during the Interim Period not to exceed \$81,000.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System for any particular Fiscal Year or period to which term is applicable. In the event there is a conflicting description of Gross Revenues in any Ordinance or Resolution of the Borrower/Grantee, the language of such Ordinance or Resolution shall control.

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

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Agreement and not solely to the particular section or paragraph of this Loan/Grant Agreement in which such word is used. "Interest Component" means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit "C" hereto.

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

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

"Lenders/Grantors" means the CIB and the Finance Authority.

"Loan" or "Loan Amount" means 10% of the amount disbursed to the Borrower/Grantee as during the Interim Period for the purpose of funding the Project and shall not equal more than \$9,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount distributed to the Borrower/Grantee during the Interim Period partially as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than \$90,000.

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

"Local Match" means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is \$10,000.

"Net System Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the joint water, wastewater and electric utility system.

"NMAC" means the New Mexico Administrative Code.

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

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System. In the event there is a conflicting description of Operation and Maintenance Expenses in any Ordinance or Resolution of the Borrower/Grantee, the language of such Ordinance or Resolution shall control.

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

"Pledged Revenues" means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Payments pursuant to the Resolution and this Agreement and described in the Term Sheet.

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

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

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on <u>Exhibit "C"</u> attached hereto.

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

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

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

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

"Resolution" means the Borrower/Grantee Resolution No. 12 19/20 adopted by the Governing Body on August 14, 2019 authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments as shown on the Term Sheet.

"Senior Obligations" means the (i) Finance Authority Loan DW-0442 maturing in 2021 in the outstanding amount of \$240,557, (ii) Finance Authority Loan PPRF-1704 maturing in 2024 in the outstanding amount of \$595.000, (iii) Finance Authority Loan PPRF-2737 maturing in 2033 in the outstanding amount of \$1,276,604, and (iv) Finance Authority Loan PPRF-2613 maturing in 2032 in the outstanding amount of \$107,731, and any other obligations hereafter issued with a superior lien on the Pledged Revenues as defined in the Term Sheet, and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

"State" means the State of New Mexico.

"System" means the joint water, wastewater and electric utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

"Term Sheet" means Exhibit "A" attached to this Agreement.

"Useful Life" means the period during which the Project is expected to be usable.

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

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

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

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

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

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

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

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

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

(h) <u>No Breach or Default Caused by Agreement</u>. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and Conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound, or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

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

the rights of the Finance Authority or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

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

(k) <u>Agency Approval</u>. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

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

(m) <u>Pledged Revenues Not Budgeted</u>. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expense of the Borrower/Grantee.

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

(o) <u>Budgeting of Pledged Revenues</u>. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(p) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The engineering design or engineering feasibility reports shall not involve or anticipate a sale, lease, mortgage, pledge, or the relocation or disposal of any part of the product or system designed during its Useful Life, provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the Finance Authority and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lenders/Grantors, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity

(as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

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

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

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

(u) <u>Completion</u>. The Borrower/Grantee shall proceed expeditiously to complete the Project in a commercially reasonable timeframe following the Closing Date. Further, the Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to complete the Project it shall take such steps as are necessary and appropriate to complete the Project lawfully and efficiently in accord with all applicable laws, ordinances, resolutions and regulations relating to the completion of the Project and use of the Loan/Grant proceeds. The plans and specifications for the Project shall incorporate available technologies and operational design for water use efficiency described in the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

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

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

(x) <u>Rate Covenant</u>. The Borrower/Grantee covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

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

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

(aa) <u>Other Liens</u>. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

ARTICLE III AGREEMENT TERM

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

ARTICLE IV

LOAN/GRANT TO THE BORROWER/GRANTEE; INVESTMENT OF MONEYS

Section 4.1 Loan and Grant to the Borrower/Grantee.

(a) <u>Loan to the Borrower/Grantee</u>. The Finance Authority hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Finance Authority, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and <u>Exhibit "C"</u> of this Agreement. The

Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

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

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

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

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

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

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

Section 4.3 <u>Loan/Grant Amount Does Not Exceed Total Cost.</u> The sum of the Grant Amount, the Loan Amount, and the Local Match (and as set forth on the Term Sheet) does not

exceed the cost of the Project, which, along with other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project.

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

ARTICLE V

LOAN/GRANT AMOUNT DISBURSEMENT CONDITIONS

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

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

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

(c) Prior to disbursement of any portion of the Loan/Grant Amount for installation or construction, the plans and specifications for the Project shall have been approved by all entities required by the CIB or the Finance Authority in their sole discretion to approve such plans and specifications and the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is to be installed, constructed, located, completed or extended; and

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

(e) No Event of Default has occurred; and

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

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

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

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

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

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

ARTICLE VI LOAN PAYMENTS BY THE BORROWER/GRANTEE

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

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

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the Finance Authority acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other

than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

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

Section 6.3 Manner of Payment. The Loan Amount shall be payable by the Borrower/Grantee to the Finance Authority in annual installments of principal payable on June 1 after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 10.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the Finance Authority, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 <u>Borrower/Grantee May Budget for Payments</u>. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

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

ARTICLE VII ADMINISTRATION

Section 7.1 <u>Borrower/Grantee Reporting to Lenders/Grantors</u>. The Borrower/Grantee shall provide the Lenders/Grantors with a quarterly written report substantially in the form of <u>Exhibit "D"</u> attached hereto, or other report format as designated by the Finance Authority, and

signed by an Authorized Officer of the Borrower/Grantee. The first quarterly report shall be due on December 31, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, and (c) a description of the Project.

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

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

Section 7.4 <u>Representatives of Lenders/Grantors or of Borrower/Grantee</u>. Whenever under the provisions hereof the approval of the Lenders/Grantors, collectively or individually, or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lenders/Grantors, collectively or individually, are required to take some action at the request of any of them, such approval or such request shall be given for the Lenders/Grantors, collectively or individually, or for the Borrower/Grantee, by an Authorized Officer of the Lenders/Grantors, collectively or individually, or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

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

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

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

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

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

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

ARTICLE VIII

INSURANCE; NON-LIABILITY OF LENDERS/GRANTORS

Section 8.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lenders/Grantors as additional insureds with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a Qualifying Entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other Qualifying Entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other Qualifying Entity that the Lenders/Grantors are third party beneficiaries of such written agreement.

Section 8.2 <u>Non-Liability of Lenders/Grantors</u>.

(a) Lenders/Grantors shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the design of the Project, or any failure to act properly by the Borrower/Grantee.

(b) Lenders/Grantors shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody

and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) To the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the Finance Authority and the CIB harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the Finance Authority and the CIB harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or the CIB, shall defend the Finance Authority or the CIB, as applicable, in any such action or proceeding.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

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

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

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lenders/Grantors, collectively or individually, unless the Lenders/Grantors, collectively or individually shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lenders/Grantors, collectively or individually, will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Borrower/Grantee shall not be deemed in default under this paragraph 9.1(b) during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is determined to be false or misleading in any material respect in the sole discretion of the Finance Authority or CIB; or

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

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

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

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

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

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

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

- (b) Terminate this Agreement;
- (c) Cease disbursing any further amounts from the Project Account;

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

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lenders/Grantors, collectively or individually; or

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

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

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

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

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

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

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

Section 9.7 <u>Agreement to Pay Attorneys' Fees and Expenses</u>. In the event that the Borrower/Grantee shall default under any of the provisions hereof, and the Finance Authority or the CIB shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor,

pay to the Finance Authority or the CIB, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE X

MISCELLANEOUS

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

If to the Borrower/Grantee, to:

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

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

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

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

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

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

Section 10.4 <u>Amendments</u>. This Agreement may be amended only with the written consent of all of the parties to this Agreement. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by

an Authorized Officer of the Finance Authority shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 10.5 <u>No Liability of Individual Officers, Directors or Trustees</u>. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lenders/Grantors, either directly or through the Finance Authority or the CIB, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee, the CIB or of the Finance Authority is hereby expressly waived and released by the Borrower/Grantee, the CIB and the Finance Authority as a condition of and in consideration for the execution of this Agreement.

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

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

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

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

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

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

[Signature pages follow.]
IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and the CIB, on behalf of itself, each have executed this Agreement, which was approved by the CIB on April 30, 2019 and by the Finance Authority's Board of Directors on May 23, 2019, in their respective corporate names by their duly Authorized Officers; and the Borrower/Grantee has caused this Agreement to be executed and attested by duly Authorized Officers thereof. All of the above are effective as of the date first above written.

LENDERS/GRANTORS:

NEW MEXICO FINANCE AUTHORITY

By___

Chief Executive Officer or Designee

COLONIAS INFRASTRUCTURE BOARD

By___

Chairperson or Vice-Chairperson

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

SUTIN, THAYER & BROWNE A PROFESSIONAL CORPORATION

By ____

Suzanne Wood Bruckner

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

By___

Daniel C. Opperman, Finance Authority General Counsel

BORROWER/GRANTEE:

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO

By_____ Sandra Whitehead, Mayor

ATTEST:

By____

Renee Cantin, City Clerk-Treasurer

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EXHIBIT "A"

TERM SHEET

\$90,000 COLONIAS INFRASTRUCTURE PROJECT LOAN/GRANT TO THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO

Project Description:	The Project is infrastructure development in accordance with the Act consisting of improvements to a water system, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies and is more specifically described as preparation of a preliminary engineering report for the water system and shall include such other related work and revisions necessary to complete the Project.
Grant Amount:	\$81,000
Loan Amount:	\$9,000
Interest Component:	0%
Pledged Revenues:	Net System Revenues, as defined in the Resolution
Outstanding Senior Obligations for Pledged Revenues:	(i) Finance Authority Loan DW-0442 maturing in 2021 in the outstanding amount of \$240,557, (ii) Finance Authority Loan PPRF-1704 maturing in 2024 in the outstanding amount of \$595.000, (iii) Finance Authority Loan PPRF- 2737 maturing in 2033 in the outstanding amount of \$1,276,604, (iv) Finance Authority Loan PPRF-2613 maturing in 2032 in the outstanding amount of \$107,731, (v) Finance Authority Loan PPRF-4967 maturing in 2024 in the outstanding amount of \$500,318 and (vi) Finance Authority Loan PPRF-4968 maturing in 2029 in the outstanding amount of \$2,475,799
Outstanding Parity Obligations: Loan/Grant Agreement	(i) Finance Authority Loan WTB-0229 maturing in 2032 in the outstanding amount of \$170,800, (ii) Finance Authority Loan WTB-0292 maturing in 2033 in the outstanding amount of \$47,320, (iii) Finance Authority Loan CIF-3171 maturing in 2034 in the outstanding amount of \$57,705, and (iv) Finance Authority Loan CIF-3364 maturing in 2035 in the outstanding amount of \$61,863 A-1

Authorizing Legislation:	Borrower/Grantee Resolution No. 12 19/20, adopted August 14, 2019
Local Match:	\$10,000
Closing Date:	September 20, 2019
Project Account Deposit:	\$90,000

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

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

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

EXHIBIT "B"

FORM OF REQUISITION (Colonias Infrastructure Project Fund)

RE: \$90,000 Loan/Grant Agreement by and between the Colonias Infrastructure Board and the New Mexico Finance Authority, as Lender/Grantor, and the City of Truth or Consequences, as Borrower/Grantee (the "Agreement").

Loan/Grant No. CIF-4927 Closing Date: September 20, 2019

TO: NEW MEXICO FINANCE AUTHORITY

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

I. PAYMENT INFORMATION

 REQUISITION NO.
 PAYMENT AMOUNT: \$_____

PAYEE'S NAME:			
PAYEE'S ADDRESS:			

II. REQUISITION INFORMATION (complete for all payments)

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

Vendor Name		
Total Amount \$	Invoice No.(s)	
Purpose of Payment		
Eligible Item Category		
Vendor Name		
Total Amount \$	Invoice No.(s)	
Purpose of Payment		
Eligible Item Category		
Vendor Name		
Total Amount \$	Invoice No.(s)	
Purpose of Payment		
Eligible Item Category		

III. WIRING INFORMATION:

BANK NAME:		
ROUTING NUMBER:		-
ACCOUNT NUMBER:	 	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$_____

TOTAL REQUIRED MATCH: \$10,000

V. VERIFICATION AND AUTHORIZATION

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

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

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

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

AUTHORIZED OFFICER	
(As Provided in the Loan/Grant Agreement)	
Print Name:	
Print Title:	

EXHIBIT "C"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount shall be payable by the Borrower/Grantee to the Lenders/Grantors in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2022 and ending June 1, 2041. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty.

[INTERIM DEBT SERVICE SCHEDULE ATTACHED]

EXHIBIT "D"

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

Fund Recipient: City of Truth or Consequences Contact Name:	Project Number: CIF-4927 Project Name: Water System PER		
Title: Email Address:	Project Type: Planning		
	То		
Quarterly Project Report: 1 st 2 nd 3 rd			
Final Project Report Other			
CIF Funding Expiration:			
Total CIF Award: \$ Current H	Balance: \$		
Loan 10% Grant 90% Match \$10,000			
Expected CIF Award Expenditure Next Quarter: \$			
Local Match Expenditure: To Date \$ N	Next Quarter \$		
Project Phase: Planning Design Construc	ction		
PROJECT COMPLETION: Original Date Current Date			
% Complete Days Remaining to Complete On Schedule? [Yes]No			
Briefly Describe Project Progress During This Reporting Period:			
Issues Addressed During This Reporting Period, including any current or anticipated			
issues that remain unresolved:	ing any current of annelpated		
Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:			
Authorized Officer PRINT NAME:			
PRINT TITLE:			
SIGNATURE: Date:			

^{*}All fields must be completed

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: \$90,000 Agreement by and between the Colonias Infrastructure Board and the Finance Authority, as Lenders/Grantors, and the City of Truth or Consequences, as Borrower/Grantee (the "Agreement")

Loan/Grant No. CIF-4927

Closing Date: September 20, 2019

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the ______ of the ______ ITitle or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Agreement (the "Project"), or the applicable phase of

the project if funding was for a phased Project, was completed and placed in service on

_____, 20____.

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

3. Cost of the Project paid from the Loan/Grant Amount was \$_____.

4. The portion of the Loan/Grant Amount unexpended for the Project is \$_____.

5. The Project was completed and is and shall be used consistent with and subject to

the covenants set forth in the Agreement.

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

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO

By: _____

Its: _____

EXHIBIT "F"

DOCUMENTS

- 1. Open Meetings Act Resolution No. 01 19/20 adopted by the Borrower/Grantee on July 10, 2019
- 2. Resolution No. _____ adopted on August 14, 2019, Agenda, and Affidavit of Publication of Notice of Adoption of Resolution in the *Sierra County Sentinel*
- 3. Loan/Grant Agreement
- 4. General and No Litigation Certificate of the Borrower/Grantee
- 5. Delivery, Deposit and Cross-Receipt Certificate
- 6. Right of Way Certificate (to be executed prior to construction funding)
- 7. Borrower's Counsel Opinion
- 8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the Finance Authority
- 9. Finance Authority Application and Project Approval (informational only)

\$90,000 CITY OF TRUTH OR CONSEQUENCES SIERRA COUNTY, NEW MEXICO COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT No. CIF-4927

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

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

Capitalized terms used in this Certificate have the same meaning as defined in Resolution No. 12 19/20 adopted by the Governing Body of the Borrower/Grantee on August 14, 2019 (the "Resolution") unless otherwise defined in this Certificate or the context requires otherwise.

1. The Borrower/Grantee is a duly organized and existing 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 Borrower/Grantee is a community that is a Colonia within the meaning of the Colonias Infrastructure Act.

3. From at least May 23, 2019 to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Borrower/Grantee:

Mayor/Chairman:	Sandra Whitehead
Mayor Pro-Tem:	Kathy Clark
Commissioners:	Rolf Hechler Paul Baca George Szigeti
City Manager:	Morris Madrid
City Clerk-Treasurer:	Renee Cantin

4. Based on data collected during the 2010 Census, the population of the Borrower/Grantee is at least 75% English speaking.

5. Notice of adoption of the Resolution was published in English in the *Sierra County Sentinel*, a newspaper qualified to publish legal notices that is of general circulation in the Borrower/Grantee.

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

7. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Borrower/Grantee since the date of the Resolution.

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

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

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

11. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

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

13. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at Commission Chambers, 405 W. 3rd Street,

Truth or Consequences, New Mexico 87901, the principal meeting place of the Borrower/Grantee.

14. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body on July 10, 2019 establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Resolution and the Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. No. 01 19/20 which resolution was effective on July 10, 2019 and has not been amended, repealed or rescinded.

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

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

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

18. This Certificate may be executed in counterparts.

[Signature page follows.]

WITNESS our signatures and the seal of the Borrower/Grantee this 20th day of September, 2019.

> CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

Sandra Whitehead, Mayor By____

By_____ Renee Cantin, City Clerk-Treasurer

By___

Morris Madrid, City Manager

[SEAL]

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\$90,000 CITY OF TRUTH OR CONSEQUENCES SIERRA COUNTY, NEW MEXICO COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT No. CIF-4927

STATE OF NEW MEXICO)	
COUNTY OF SIERRA) 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 "Borrower/Grantee"):

1. On the date of this Certificate, the Borrower/Grantee executed and delivered, or caused to be executed and delivered, a Loan/Grant Agreement among the Borrower/Grantee, the Colonias Infrastructure Board and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of \$90,000 (the "Loan/Grant Agreement"), as authorized by Borrower/Grantee Resolution No. 12 19/20 (the "Resolution") adopted on August 14, 2019 relating to the execution and delivery of the Loan/Grant Agreement. The Grant Amount equals \$81,000 and the Loan Amount equals \$9,000, as such terms are defined in the Loan/Grant Agreement.

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

WITNESS our hands this September 20, 2019.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

By___

Sandra Whitehead, Mayor

By____

Renee Cantin, City Clerk-Treasurer

By_

Morris Madrid, Finance Director

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

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the City of Truth or Consequences, New Mexico the Loan/Grant Agreement for Project No. CIF-4927.

NEW MEXICO FINANCE AUTHORITY

By:___

John Gasparich, Interim Chief Executive Officer

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\$90,000 CITY OF TRUTH OR CONSEQUENCES SIERRA COUNTY, NEW MEXICO COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT No. CIF-4927

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the City of Truth or Consequences (the "Borrower/Grantee"), a municipality in the County of Sierra and the State of New Mexico, hereby certifies except as noted in item 3 below:

- 1. That the Borrower/Grantee is the owner in fee simple of the lands needed for the design of the facilities to be designed with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority and the New Mexico Colonias Infrastructure Board (the "Project"), or that the Borrower/Grantee has acquired and presently holds continuous and adequate rights-of-way on lands owned by others that are needed for the Project, whether public or private, and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project, or that the Borrower/Grantee does not require titles, easements, rights of way, or permits to complete the Project.
- 2. That the attached map or plat, if any, shows the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee has acquired and now holds by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.
- 3. Exceptions:

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Truth or Consequences, New Mexico as of this 20th day of September, 2019.

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

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NEW MEXICO FINANCE AUTHORITY

FINAL OPINION OF COUNSEL

- To: New Mexico Finance Authority 207 Shelby Street Santa Fe, New Mexico 87501
- Re: City of Truth or Consequences, Sierra County, New Mexico \$90,000 Loan/Grant No. CIF-4927

Ladies and Gentlemen:

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

Capitalized terms used in this Opinion have the same meaning as defined in Resolution No. 12 19/20 adopted by the Governing Body of the Borrower/Grantee on August 14, 2019 (the "Resolution") unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

- (1) The City of Truth or Consequences Colonias Infrastructure Project Fund Application dated January 16, 2019 and the New Mexico Colonias Infrastructure Board Approval dated April 30, 2019 and the New Mexico Finance Authority Approval dated May 23, 2019 for Loan/Grant No. CIF-4927 (the "Application" and the "Approval," respectively), relating to the Project.
- (2) The statutes creating or authorizing the creation of the Borrower/Grantee.
- (3) The Annual Open Meetings Act Resolution or resolutions of the Borrower/Grantee in effect on August 14, 2019 and on September 20, 2019.
- (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.

- (5) Proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the action of the Borrower/Grantee relating to (a) the selection of its Mayor, City Commission and City Clerk-Treasurer; (b) the adoption of the Borrower/Grantee's Annual Open Meetings Act Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the Project; (d) cost estimates for the Project; (e) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (f) the proposed operating budget for services to be provided, in whole or in part, by means of the Project; (g) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the CIB, acting through the Finance Authority; (h) the Resolution authorizing the Mayor to execute necessary documents to obtain the Loan/Grant for the Project; (i) all necessary approvals for the Project from federal, State or local authorities; and (j) the execution and delivery of the Loan/Grant Agreement evidencing such Loan/Grant.
- (6) The Resolution and the Loan/Grant Agreement providing that the Lenders/Grantors on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.

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

- A. The Borrower/Grantee is a duly organized and existing municipality under the laws of the State of New Mexico.
- B. Borrower/Grantee is a community that is a Colonia within the meaning of the Colonias Infrastructure Act.
- C. The ordinances, resolutions, rules and regulations governing the Project have been duly adopted and are now in full force and effect.
- D. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.
- E. The Borrower/Grantee has corporate power:
 - (1) to design and plan the Project;
 - (2) to execute and deliver Loan/Grant documents including those identified above; and

- (3) to perform all acts required by such Loan/Grant documents to be done by it.
- F. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- G. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.
- H. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the Net System Revenues of the Borrower/Grantee, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.
- I. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.
- J. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Resolution, and no event of default and no default under the Loan/Grant Agreement or the Resolution has occurred and is continuing on the date of this Opinion.
- K. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all Conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this Opinion. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- L. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan/Grant Agreement or any of the actions required to be taken by the Resolution or the Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.
- M. Neither the Borrower/Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan/Grant Agreement does

or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.

- N. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to my knowledge, is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the Finance Authority and the CIB associated with the administration of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay the Loan Amount, or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- O. No legal proceedings have been instituted or are pending, and to my knowledge none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project to be designed with the proceeds of the Loan/Grant will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.
- P. The Borrower/Grantee has complied with all of the requirements of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, applicable to the Project on or prior to the date if this opinion letter.

Dated this 20th day of September, 2019.

Jaime R. Rubin, Esq. Attorney for Borrower/Grantee, City of Truth or Consequences, New Mexico

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SUTIN THAYER W BROWNE

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 ANNE P. BROWNE SUZANNE WOOD BRUCKNER MARIA MONTOYA CHAVEZ EDUARDO A. DUFFY TINA MUSCARELLA GOOCH SUSAN M. HAPKA BRANA L. HARDWAY WADE L. JACKSON ROBERT J. JOHNSTON JACQUELINE K. KAFKA CHRISTINA M. LOONEY STEVAN DOUGLAS LOONEY KEITH C. MIER 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

September 20, 2019

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

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

Re: \$90,000 Colonias Infrastructure Project Fund Loan/Grant to City of Truth or Consequences, Sierra County, New Mexico, CIF-4927

Ladies and Gentlemen:

We have acted as Loan/Grant Counsel to the New Mexico Finance Authority in connection with the \$90,000 Colonias Infrastructure Project Fund Loan/Grant Agreement dated September 20, 2019 (the "Loan/Grant Agreement") by and among the City of Truth or Consequences, Sierra County, New Mexico (the "Borrower/Grantee") and the Colonias Infrastructure Board and the New Mexico Finance Authority (collectively, the "Lenders/Grantors"). The Loan/Grant Agreement is executed and delivered by the Borrower/Grantee pursuant to Sections 6-30-1 through 6-30-8, and 3-31-1 through 3-31-12, NMSA 1978, as amended, and the Borrower/Grantee's Resolution No. 12 19/20, adopted on August 14, 2019 (the "Resolution"). The Loan/Grant Agreement has been executed and delivered to provide funds for preparation of a municipal water system preliminary engineering report, as described in the Loan/Grant Agreement.

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

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

SUTIN THAYER W BROWNE A PROFESSIONAL CORPORATION LAWYERS

Page 2

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

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

3. The Loan/Grant Agreement is payable solely from, and such payment is secured by a valid and binding subordinate lien on the distribution on the Pledged Revenues subordinate to the lien thereon of other outstanding obligations secured by the Pledged Revenues and on a parity with the lien thereon of other outstanding obligations secured by a subordinate lien on the Pledged Revenues. The Lenders/Grantors have no right to have taxes levied by the Borrower/Grantee for the payment of principal of or interest on the Loan/Grant Agreement and the Loan/Grant Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Governmental Unit.

4. The Loan/Grant Agreement is a valid and binding obligation of the Lenders/Grantors and is enforceable in accordance with its terms and provisions.

We express no opinion with respect to the provisions of the Loan/Grant Agreement and the Resolution with respect to indemnification provisions requiring that amendments be in writing or payment of attorneys' fees. This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Lenders/Grantors and the Borrower/Grantee with the terms of the Loan/Grant Agreement.

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

SUTIN THAYER W BROWNE A PROFESSIONAL CORPORATION LAWYERS

Page 3

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

Very truly yours,

SUTIN, THAYER & BROWNE A Professional Corporation

5186313.doc

City of Truth or Consequences



AGENDA REQUEST FORM

MEETING DATE: August 14, 2019



SUBJECT:Resolution No. 13 19/20 to accept the ICIP for FY 2021-2025DEPARTMENT:Community DevelopmentDATE SUBMITTED:August 8, 2019SUBMITTED BY:Traci BurnetteWHO WILL PRESENT THE ITEM: Morris Madrid

Summary/Background:

ICIP Public Hearings were held on 6-12-19 and 7-10-19 and an ICIP Presentation was done at the Commission Meeting on 6-26-19.

Recommendation:

Rank top 5 projects and approve Resolution No. 13 19/20 to accept the ICIP for FY 2021-2025

Attachments:

- ICIP Project Summary 2020-2024
- Resolution No. 13 19/20
- ICIP Draft Project List 2021-2025

Fiscal Impact (Finance): TBD

Legal Review (City Attorney): Yes

Resolution is standard.

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.ApprovedDeniedOther: Click here to enter text.File Name: Click here to enter text.

CITY OF TRUTH OR CONSEQUENCES

RESOLUTION No. 13 19/20

A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP), 2021-2025

WHEREAS, the City of Truth or Consequences recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

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

- 1. The City of Truth or Consequences has adopted the attached FY 2021-2025 Infrastructure Capital Improvement Plan, and
- 2. It is intended that the Plan be a working document and is the first of many steps towards improving rational, long range capital planning and budgeting for the New Mexico's infrastructure.
- 3. This Resolution supersedes Resolution No. 07-18/19

PASSED, APPROVED, AND ADOPTED this <u>14th</u> day of <u>August</u>, 2019.

Sandra Whitehead, Mayor

ATTEST:

Renee Cantin, City Clerk

FY 2021-2025
Plan
Improvement
Capital
Infrastructure

Truth or Consequences

Project Summary

				Funded						Total Proiect	Amount Not Yet	
8	Year Ranl	Year Rank Project Title	Category	to date	2021	2022	2023	2024	2025	Cost		Phases?
35505	2020 001	Regional Sierra Vista Hospital	Facilitics - Health-Related Cap Infrastructure	24,000,000 5,200,000	,200,000	0	0	0	0	29,200,000	5,200,000	Yes
16524	16524 2021 001	Water Distribution Line Replacement	Water - Water Supply	14,450	0	0 1,158,798	0	0	0	1,173,248	1,173,248 1,158,798	Ycs
32976	2021 002	Water Infrastructure Improvements	Water - Water Supply	0	0	8,954,737	0	0	0	8,954,737	8,954,737	Ycs
34164	2021 003	Downtown MainStreet Roadway Improvements	Transportation - Highways/Roads/Bridges	126,009.32 8	0	760,000	620,000	450,000	725,000 2	725,000 2,681,009.25	2,555,000	Yes
34180	34180 2021 004	Morgan Street Booster Station Improvements	Water - Wastewater	0	0	350,000	0	0	0	350,000	350,000	No
35085	2021 005	E. 9th Street Roadway Improvements	Transportation - Highways/Roads/Bridges	0	03	0 381,623.75	0	0	0	381,623.75 381,623.75	381,623.75	No
33002	2022 001	City Wide Storm Drain Improvements	Water - Storm/Surface Water Control	0	0	0	300,000	0	0	300,000	300,000	Ycs
26605	2023 001	26605 2023 001 Construction & Demolition Landfill	Other - Landfills	0	0	0	0	1,225,000	0	1,225,000	1,225,000 1,225,000	Ycs
17702	2024 001	2024 001 Water Well North	Water - Water Supply	0	0	0	0	0	1,950,000	1,950,000	1,950,000 1,950,000	No
33030	2024 002	33030 2024 002 Regional Safety Law Enforcement Complex	Facilities - Administrative Facilities	0	0	0	0	0	2,754,100	2,754,100	2,754,100 2,754,100	No
26571	2024 003	Wastewater Treatment Plant Renovation	Water - Wastewater	11,507,400	0	0	0	0	0 1,252,329	12,759,729	1,252,329	Yes
Number of pr Grand Totals	Number of projects: Grand Totals	ts: 11 Funded to date: Year 1: 35,647,860 5,200,000	Year 2: Y	Year 3: 920,000	Year 4: 1,675,000	6°¢	Year 5: 6,681,429	Total]	Total Project Cost: 61,729,444		Total Not Yet Funded: 26,081,588	et Funded: 26,081,588

Truth or Consequences/ICIP 21002

Thursday, August 8, 2019

YEAR	RANK	PROJECT	DESCRIPTION	FUNDED TO DATE	2021	2022	2023	2024	2025	TOTAL PROJECT COST	AMOUNT NOT YET FUNDED	PHASED?
		Water Distribution Line Replacement -	Water Distribution Line Reclacement - Drinking Water Project - Sierra Vista 2nd Marchall Perching -									
		Water Lines and Streets	Need Street Funds	\$ 1,200,000.00						\$ 1,700,000.00	\$ 500,000.00	NO
		Water Infrastructure Improvements - Downtown/Cook Street	USDA Application	، د						\$ 9,200,000.00	9,200,000.00	ON
		Downtown Roadway Improvements	to include with Water Infrastructure Project USDA above									
			70% of City Distribution Lines, Hydrants, Valves, Meters, Service Lines							\$ 128,000,000,00	 128 000 000 00 VES 	VEC
		-	Molic 4 6 7 9 and Golf Courses									
		Improvements	Morgan Street & Cielo Vista	~ · ·				Γ		\$1.325.000.00	\$1.325.000.00	VES 1
			Clean Water State Revolving Loan Fund	\$ 473,000.00				Γ		\$ 473,000.00		
		SUG	I-25 Business Loop NMDOT Project					$\left[\right]$				
		E. 9th Street Roadway Improvements	Hospital Loop							\$ 400,000.00	\$ 400,000.00 NO	0N
		Maria Stread	Date to Palo Verde - Street, sidewalk, and lighting									
			amprovernents 4th to Marie					Γ				
			Bottom of hill to W Riverside (project will begin where 2020					Γ				
		River Road	LGRF funded project ends)									
			3 Phase - (Myrtle to Henson); (Henson to Radium); (Dead End									
			to Myrtle)					T				
			3 Phase - (5th to 4th); (6th to 7th); (6th to 5th)					1				
			Wyona to Daniels					1				
		Foch Street Improvments	Main Street Project - Engineering procurred									
		cement	3 Fully Equipped Vehicles per Year		120000	120000	120000 120000 120000 120000	120000	120000	Ş	\$ 600,000.00	YES
		Animal Shelter Improvements	Facility Expansion with Equipment							\$ 200,000.00		
		ents	Master Plan Improvements -	\$ \$1,000.00						\$ 440,000.00	\$ 440,000.00	
		Swimming Pool Improvements	Retractable Pool Enclosure, Heater, Lighting							\$ 1,000,000.00		
			Public Facility Improvements including Fencing, Irrigation, Baseball and Soccer Field Improvements. Parking									
		Louis Armijo Sports Complex	Improvements	\$						\$ 675,000.00	\$ 675,000.00	
		Vista Memory Gardens Cemetery	Plan and design facility improvements and erosion control	\$.						\$ 150,000.00	\$ 150,000.00	
		Punk Greer Rodeo Arena Improvements	Lighting Replacement							\$ 170.000.00	Ś	
		ction Center	Wood Hog Chipper Equipment for Yard Waste and Construction Debris								\$	

Substation Primary Underground						
Feeder Replacement	Electric Improvements		s	1,000,000.00 \$	1,000,000.00 \$ 1,000,000.00	
Pole and Wire Conductor Replacement Electric Improvements	Electric Improvements	.	\$	500,000.00 \$	500,000.00	
Street Light Replacemnt	Electric Improvements		\$	50,000.00 \$	50,000.00	
	Improvements to Weirs, drying beds onsite Lift Station, Grit					
	Separator, Bar Screen, various pumps, flow meters, valves and					
WW Plant Improvements -Various	piping upgrades \$		\$	4,690,000.00	4,690,000.00 YES	
	Senior Facilities, Conference Rooms, Activity Center					Γ
Multi-Generational Facility	Youth/Seniors, Swimming Pool, Splash Pad	 	Ş	13,000,000.00 5	13,000,000.00 \$ 13.000.000,00	
	Various Facilities/Departments, HVAC Systems, Roof Repairs,					
Public Facility Improvements	ADA Improvements		\$	150,000.00 \$	150,000.00	
City Wide Storm Drain Improvements Planning Document	Planning Document		\$	300,000.00 \$	300,000.00	
SJOA Facility Improvements	Waiting on finalized list					



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

Agenda Item #: **F.3**

MEETING DATE: August 14, 2019

SUBJECT:Resolution No. 14 19/20 amending the City Commission Rules of Procedure."DEPARTMENT:City Clerk's OfficeDATE SUBMITTED:August 8, 2019SUBMITTED BY:Renee Cantin, City Clerk-TreasurerWHO WILL PRESENT THE ITEM: City Manager MadridSummary/Background:

For the months of June and July 2019, on a trial basis, the Commission tried a new process during the second City Commission meeting of each month which is held on the 4th Wednesday of each month. The process was

to not include the Public Comment during those meetings, other than any require Public Hearings that are scheduled on the agenda. The on the same day as the second meeting in place of the Public Comment, the City Manager has held a Town Hall Meeting beginning at 6:00 p.m. at the Commission Chambers for those who wish to make Public Comments and bring up any city related issues they may have. City Manager Madrid has reported to the Commission any discussion or any items he feels may need to be added to a future agenda.

The attached proposed Rules of Procedure is amended to reflect that change to be allowed for future meetings.

Recommendation:

Approve Resolution No. 14 19/20 amending the Rules of Procedure as presented

Attachments:

- Resolution No. 14 19/20
- Proposed Rules of Procedure (to be distributed prior to meeting)

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): Yes

Will request to review the Resolution and the proposed amendment to the Rules.

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. 14 19/20 Ordinance No. -

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 2019/08-14-2019/Word Docs/F.3 AR Resolution 14 19-20 Rules of Procedure.docx

	CITY OF TRUTH OR CONSEQUENCES AGENDA REQUEST FORM MEETING DATE: August 14, 2019	Agenda Item #: <u>G.1</u>	
SUBJECT:	Live/Work in Downtown Buildings		
DEPARTMENT:	City Clerk's Office		
DATE SUBMITTED:	•		
	•		
	Renee Cantin, City Clerk-Treasurer		
WHO WILL PRESEN	TTHE ITEM: City Manager Madrid/Mayor Pro-Tem Clark	<	
Summary/Backgro	und:		
Mayor Pro-Tem Clark requested this item be brought back to the agenda. It was discussed at the October 24, 2018 and March 13, 2019 meeting.			
Recommendation:			
Discussion Only.			
Attachments:			
Accounteries.			
None. -			
Fiscal Impact (Final	ncol: NI/A		
riscui inipuct (rinui	incej: IN/A		
\$0.00			
Legal Review (City)	Attorney): N/A		
	·· ·		
None.			
Approved For Subm	nittal By: 🗆 Department Director		
Reviewed by: 🛛 🤇	City Clerk	enter text.	
Final Approval: 🛛	City Manager		
	CITY CLERK'S USE ONLY - COMMISSION ACTION	N TAKEN	
Resolution No	Ordinance No		
Continued To: -	Referred To: -		
Approved	Denied Other: -		
File Name: CC Age	endas 2019/08-14-2019/Word Docs/ H.1 AR Live/Work.		

City of Truth or Consequences AGENDA REQUEST FORM



MEETING DATE: August 14, 2019

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

	Consider re-appointment of Gerald LaFont, and David Senn to the Airport Advisory Board.
DEPARTMENT:	Clerk's Office
DATE SUBMITTED:	
	Renee Cantin, Clerk-Treasurer
	T THE ITEM: City Manager Madrid
Summary/Backgro	una:
On August 6, 2019	the Airport Advisory Board unanimously voted to recommend the re-appointment of
	David Senn to serve another term on the Airport Advisory Board.
·	
Recommendation:	
Re-appointment of	Gerald LaFont, and David Senn to the Airport Advisory Board.
Attachments:	
Applications	
• -	
Fiscal Impact (Final	ncel: No
-	
Legal Review (City)	Attorney): N/A
-	
Approved For Subm	nittal By: 🛛 Department Director
Reviewed by:	City Clerk 🔲 Finance 🔲 Legal 🔲 Other: Click here to enter text.
Final Approval:	City Manager
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Resolution No	Ordinance No
Continued To: -	20 TY 같은 것 같은
	Denied Other: -
File Name: CC Age	endas 2019/08-14-2019/ I.1 AF Re-appointment to AAB



Signature: _

City of Truth or Consequences

City Board Application

Name: Geruld LaFont
Address: PU Box 1376 303 Elha Funt Cr.
Elephant Butte W.M.
Phone: <u>505-350-2755</u>
Email: Geraid = La Fout @ OMa:1
I am interested in serving as a member of <u>Airport</u> Board
My qualifications are:
Former Buard Memper, - Pilot
Reason why I am interacted in ceruing on this beard.
Reason why I am interested in serving on this board: <u>Served on this board before</u>
Additional comments:
G
Signature:

CON	City of Truth or Consequences City Board Application
Name:	DAVIS SENJ
	P.J. B=x 629 Il UNDERNOOD REACK ÉLEPHANT BUTTE, NM 87935
	(575) 740-0334
	SENNE VALORNET. COM
My qualifica	
My qualifica	, · · · · · · · · · · · · · · · · · · ·
My qualifica	itions are:
My qualifica A Reason why	ATTUR PILOT AND AIRCRAFT ONINER

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City of Truth or Consequences

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

CONSUM	MEETING DATE: August 14, 2019
T	
SUBJECT:	Consider appointment of Bill Weddle to the Airport Advisory Board.
DEPARTMENT:	Clerk's Office
DATE SUBMITTED:	
SUBMITTED BY:	Renee Cantin, Clerk-Treasurer
	IT THE ITEM: City Manager Madrid
Summary/Backgro	
,,, , ,	
On August 6, 2019	the Airport Advisory Board unanimously voted to recommend the appointment of Bill
	n the Airport Advisory Board.
Recommendation:	
Appointment of Bi	Il Weddle to the Airport Advisory Board.
Attachments:	
A B C	
 Application 	
• -	
Figer I have a st /Figer	
Fiscal Impact (Fina	ncej: No
-	
Legal Review (City	Attornault N/A
Legui neview (City	Attomey). N/A
-	
Approved For Subr	nittal By: 🛛 Department Director
Reviewed by:	City Clerk 🛛 Finance 🗆 Legal 🗆 Other: Click here to enter text.
	-
Final Approval: 🗆	Lity Manager
	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN
Resolution No	Ordinance No
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City of Truth or Consequences City Board Application 11 eddle 10 Name: Address: HC30 O Republic, Hm. Mobile Phone: 575.74 Email: outfift g mai ersnm COM a member of <u>Airport Advisory</u> Board. aircraft owner, business -I am interested in serving as a member of _ My qualifications are: Vert e Pilot loves Reason, why I am interested in serving on this board: ike things about air por Additional comments:

CITY OF TRUTH OR CONSEQUENCES AGENDA REQUEST FORM MEETING DATE: August 14, 2019 Agenda Item #: <u>H.3</u>				
SUBJECT: Approval of Master Mutual Aid Agreement DEPARTMENT: City Clerk's Office DATE SUBMUTTED: August 6, 2010				
DATE SUBMITTED: August 6, 2019 SUBMITTED BY: Paul Tooley, Fire Chief WHO WILL PRESENT THE ITEM: City Manager Madrid/Fire Chief Tooley				
Summary/Background: A mutual aid agreement is for local fire departments to call upon each other for aid during any incident. T or C Fire has requested help in the past from other fire departments and we have provided help to them as well. This "Agreement" has been approved by the State Fire Marshal's Office and will be presented to the County Commissioners at their next meeting. All 7 county fire departments have confirmed their existence to join this				
agreement.				
Recommendation: Approve Agreement.				
Attachments:				
Master Mutual Aid Agreement -				
Fiscal Impact (Finance): N/A				
-				
Legal Review (City Attorney): N/A				
-				
Approved For Submittal By: Department Director				
<i>Reviewed by:</i> 🛛 City Clerk 🔲 Finance 🗆 Legal 🗆 Other: Click here to enter text.				
Final Approval: 🛛 City Manager				
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN				
Resolution No Ordinance No Continued To: - Referred To: - Approved Denied Other: - File Name: CC Agendas 2019/08-14-2019/Word Docs/ I.3 AR Master Mutual Aid Agreement.				

MASTER MUTUAL AID AGREEMENT

SIERRA COUNTY, NEW MEXICO

FIRE SERVICES

This agreement is entered into and between all parties who have executed this agreement as signatory parties thereto, including but not limited to County Fire Districts, City and Town fire departments. The express purpose of this Mutual Aid Agreement is to facilitate the provision of aid across district lines, mutually and reciprocally, within the County of Sierra, New Mexico.

This agreement is entered into under the authority of Chapter 59A-53-17. Mutual assistance. (2006) NMSA 1978.

Recitals

A. Each of the parties owns and maintains equipment for the suppression of fires, for the supplying of emergency medical services if provided by the party and other fire service special resources. Each of the parties also retains firefighting personnel who are trained in firefighting and/or emergency medical services.

B. In the event of a major fire, disaster, or other emergency, each of the parties will need the assistance of the other party to provide supplemental fire suppression and/or emergency medical service equipment and personnel.

C. Each of the parties has the necessary equipment and personnel to enable it to provide such service to the other party in the event of such an emergency.

D. The geographical boundaries of each party are located in Sierra County, New Mexico and may render mutual aid service to the other.

The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. **Request for Assistance.** The commanding officer of the fire jurisdiction or the officer in charge of a fire unit or an emergency medical service unit at the scene of an emergency, or either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for equipment and/or personnel in excess of that available at the requesting party's fire department.

2. Response to Request. Upon receipt of such a request, the commanding officer of the party receiving the request shall immediately take the following action:

A. Determine if the responding party has equipment and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.

MASTER MUTUAL AID AGREEMENT SIERRA COUNTY, NEW MEXICO FIRE SERVICES

B. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.

C. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.

D. In the event the needed equipment and personnel are not available, to immediately advise the requesting party of such fact.

3. Command Responsibility at Emergency Scene. The chief officer or senior officer of the party making the request for aid shall be in command of the operations under which the equipment and personnel sent by the responding party shall serve; provided that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.

4. Termination of Service. The equipment and personnel of the responding party shall be released from service and returned to the responding district by the commanding officer in charge of the operations as soon as conditions may warrant.

5. Liability. Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its personnel and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this agreement.

6. Insurance. Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

7. Compensation. Each party agrees that it will not seek compensation for services rendered under this agreement from the other party requesting assistance.

8. **Pre-Emergency Planning.** The commanding officers of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.

9. Non-Exclusive Agreement. The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements.

10. Termination. This agreement shall remain in full force and effect unless and until terminated, or until a party or parties withdraw, as follows:

MASTER MUTUAL AID AGREEMENT SIERRA COUNTY, NEW MEXICO FIRE SERVICES

A. Written notice shall be served by any party hereto upon the other party or parties of its intention to withdraw from the agreement. Such notice shall be served not less than thirty days prior to the withdrawal date set forth therein and a copy shall be forwarded to each party signatory hereto. Said notice shall automatically terminate the agreement as to the withdrawing party on the date set out unless rescinded prior thereto in writing.

B. Such withdrawal shall not affect the continuation of the agreement as to any party not indicating an intention to withdraw as provided herein.

C. Withdrawal or termination shall not preclude future agreements for mutual aid between the parties.

11. **Duration.** The duration of this agreement shall be for one year commencing from the date of signing of not less than two counterpart originals, provided that the agreement shall be automatically continued from year to year unless terminated as provided above.

12. **Equipment.** The parties to this agreement do not anticipate the joint purchase of any personal property. Nothing in this agreement transfers title or ownership of any equipment or personal property used pursuant to this agreement.

SIGNATURE PAGES AS NEEDED SHALL CONSTITUTE PAGE FOUR

MASTER MUTUAL AID AGREEMENT SIERRA COUNTY, NEW MEXICO FIRE SERVICES

Agency Name: An and the second s

Chairperson of the Board/City or County Manager

_____ Date: _____

Attested By:

_____ Date: _____

Title: ______

the second s



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

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

MEETING DATE: August 14, 2019

SUBJECT:	Selection of a Voting Delegate and Alternate for the 2019 New Mexico Municipal League		
Annual Conference	to be held in Las Cruces, New Mexico from August 28 th – 30 th , 2019.		
DEPARTMENT:	City Clerk's Office		
DATE SUBMITTED:	August 2, 2019		
SUBMITTED BY:	Renee Cantin, City Clerk-Treasurer		
WHO WILL PRESEN	IT THE ITEM: City Manager Madrid		
Summary/Backgro	und:		
and an Alternate for responsible for vot	ew Mexico Municipal League each municipality is requested to select a Voting Delegate or the Business Meeting which is held at the Annual Conference. This person will be ing on behalf of the municipality on Resolutions that will be municipal policies and all the Annual Business Meeting.		
	ager Madrid and City Clerk Cantin served on the Policy Committees and the Resolutions help set the Resolutions that will be voted on.		
responsibilities wei	ity Manager Cantin was the Voting Delegate and we did not have an Alternate. And the re reversed between the City Manager and the Clerk-Treasurer two years ago. At this Madrid, Mayor Whitehead, and City Clerk Cantin are planning to attend.		
	ther Commissioner that plans to attend and would like to be the voting delegate, we nting Mayor Whitehead to serve as the Voting Delegate and City Manager Madrid to ate.		
Attachments: • Policy outlin	ne and response form.		
Fiscal Impact (Final \$0.00	nce): N/A		
<i>Legal Review (City</i> None.	Attorney): N/A		
Approved For Subn	nittal By: Department Director		
Reviewed by: 🛛 City Clerk 🔲 Finance 🗆 Legal 🗔 Other: Click here to enter text.			
Final Approval: 🛛	City Manager		
Resolution No Continued To: -	CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN Ordinance No Referred To: - Denied Other: -		

File Name: CC Agendas 2019/08-14-2019/Word Docs/ H.4-AR NMML Annual Conf. Voting Delegates



MUNICIPAL CLERKS: PLEASE DISTRIBUTE COPIES TO YOUR ENTIRE GOVERNING BODY

TO: MAYORS/GOVERNING BODY MEMBERS FROM: William F. Fulginiti, Executive Director 2019 ANNUAL CONFERENCE VOTING DELEGATES SUBJECT: DATE: July 3, 2019

The 62nd Annual Conference of the NM Municipal League will be held August 28th through the 30th in Las Cruces.

At the Annual Business Meeting on Thursday, August 29th, a President Elect, Vice President, Treasurer and three Directors-at-Large for a 2-Year Term will be elected. Also, the Annual Statement of Municipal Policy, Annual Resolutions, and amendments to the NMML Bylaws will be adopted.

Each member municipality in good standing that is registered and attending the Annual Conference shall be entitled to one delegate vote in electing officers, deciding municipal policy and voting upon all other questions at the Annual Business Meeting. A municipality in good standing means that at least one-half of the municipality's current League annual dues must have been paid prior to or at the Conference. The vote of the municipality is cast by the Voting Delegate (or in her/his absence, the Alternate) who is selected by the governing body of the municipality.

The Annual Business Meeting will be conducted in accordance with Robert's Rules of Order Revised, and the Annual Business Meeting Rules and Procedures, which shall govern the actions and deliberations of the League membership assembled in convention. Attached for your information are the Policy Process Outline and the Annual Business Meeting Rules and Procedures.

Please place the selection of a Voting Delegate and Alternate on the agenda of your next official governing body meeting. The Voting Delegate and Alternate must be persons planning to attend the Conference. Once they are selected, enter the names and titles of the Voting Delegate and Alternate for your municipality and return this form to the League Office no later than Wednesday, August 21, 2019.

This is <u>not</u> an official registration form for the Annual Conference for either the Voting Delegate or the Alternate. Delegates must register for the Conference on the form provided in the Conference information you have already received.

Voting Delegates and Alternates must check in with NMML Staff at the Credential's Desk at Conference **Registration.**

Municipality:_____

Voting Delegate:_______Title:______

Approved By:

RETURN BY AUGUST 21, 2019 to:

Jackie Portillo, Support Services Coordinator NM Municipal League P.O. Box 846 - Santa Fe, NM 87504 jportillo@nmml.org Fax: 505-984-1392

	CITY OF TRUTH OR CONSEQUENCES AGENDA REQUEST FORM MEETING DATE: August 14, 2019	Agenda Item #: <u>H.5</u>			
	Annaistan antas Cisma Carata Tanàn Altis - D				
SUBJECT: DEPARTMENT:	Appointment to Sierra County Tourism Advisory Board	to replace Mayor Pro-Tem Clark.			
	City Clerk's Office				
DATE SUBMITTED: SUBMITTED BY:					
	Renee Cantin, City Clerk-Treasurer				
	TTHE ITEM: City Manager Madrid				
Summary/Backgro	una:				
Consider a representative to serve on the Sierra County Tourism Advisory Board.					
Recommendation:					
Attachments:					
None.					
-					
Fiscal Impact (Fina	nce): No				
0.00					
Legal Review (City	Attorney): N/A				
None.					
Approved For Subm	nittal By: 🗆 Department Director				
Reviewed by: \boxtimes (City Clerk 🛛 Finance 🗆 Legal 🖾 Other: Click here to	enter text.			
Final Approval: 🛛	City Manager				
	CITY CLERK'S USE ONLY - COMMISSION ACTION	TAKEN			
Resolution No Ordinance No					
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	CITY OF TRUTH OR CONSEQUENCES AGENDA REQUEST FORM MEETING DATE: August 14, 2019	Agenda Item #: <u>H.6</u>			
SUBJECT:	Approval of design for City of Truth or Consequences Bi	llboards on Interstate 25.			
DEPARTMENT:	City Clerk's Office				
DATE SUBMITTED	•				
SUBMITTED BY:	Renee Cantin, City Clerk-Treasurer				
WHO WILL PRESEN	TTHE ITEM: City Manager Madrid				
Summary/Backgro	ound:				
Consider the attached designs for the billboard located North of Las Cruces and the one located near Socorro.					
Recommendation:					
Review and approve designs.					
Attachments:					
Proposed D -	esigns.				
Fiscal Impact (Fina	nce): TBD				
0.00					
Legal Review (City	Attorney): N/A				
None.					
Approved For Subr	nittal By: Department Director				
Reviewed by: 🛛 City Clerk 🖾 Finance 🗆 Legal 🗆 Other: Click here to enter text.					
Final Approval: 🛛	City Manager				
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN					
Resolution No Ordinance No					
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	CITY OF TRUTH OR CONSEQUENCES AGENDA REQUEST FORM MEETING DATE: August 14, 2019	Agenda Item #: <u>H.7</u>		
SUBJECT: Design for Ci				
DEPARTMENT: City Clerk's C				
DATE SUBMITTED: August 8, 20	19			
SUBMITTED BY: Renee Cantir	n, City Clerk-Treasurer			
WHO WILL PRESENT THE ITEM:	City Manager Madrid			
Summary/Background:				
A new design including all other designs from 2005–2019 are attached.				
Recommendation:				
Attachments:				
None.				
-				
Fiscal Impact (Finance): TBD				
riscur impuct (rinunce). TBD				
Impact depends on the amount of documents that may need to be replaced. The majority of documents are electronic and can be revised with minimal to no cost.				
Legal Review (City Attorney): N	/^			
Legar neview (city Attorney): N				
None.				
Approved For Submittal By: 🗆 🛙	Department Director			
· · ·				
Reviewed by: 🛛 City Clerk 🔲 Finance 🗆 Legal 🗋 Other: Click here to enter text.				
Final Approval: 🛛 City Manager				
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June 2016 Centennial Pin