

Steven Green
Mayor

Sandra Whitehead
Mayor Pro-Tem

Kathy Clark
Commissioner



Rolf Hechler
Commissioner

Joshua Frankel
Commissioner

Juan A. Fuentes
City Manager

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REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, IS TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, SEPTEMBER 13, 2017; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

Hon. Steve Green, Mayor
Hon. Sandra Whitehead, Mayor Pro-Tem
Hon. Rolf Hechler, Commissioner
Hon. Kathy Clark, Commissioner
Hon. Joshua Frankel, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

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

D. RESPONSE TO PUBLIC COMMENTS

E. CONSENT CALENDAR

1. City Commission Regular Minutes, August 9, 2017
2. City Commission Regular Minutes, August 23, 2017
3. Public Arts Advisory Board Minutes, May 15, 2017
4. Accounts Payable, August 2017
5. Approve the waiver for a Special Dispenser's Permit for Bullocks for an event to be held at Our Lady of Perpetual Help Church on September 16, 2017.

F. PUBLIC HEARINGS

1. Public Hearing: Final Adoption of Ordinance No. 686 authorizing issuance and sale of \$2,188,146 City of Truth or Consequences Municipal Gross Receipts Tax Revenue Bonds for the purpose of constructing, purchasing, furnishing, equipping, rehabilitating, making additions to or making improvements to a Law Enforcement Facility. Juan Fuentes, City Manager; Linda Melendres, Melendres & Melendres; and Raheel Hirji, George K. Baum & Co.
2. Public Hearing: Final Adoption of Ordinance No. 687 adding Section 2-276 providing a procedure for the recusal of Public Utility Advisory Board Members. Juan Fuentes, City Manager and Jaime Rubin, City Attorney
3. Public Hearing: Request for a Variance on Space #11 and #28 to be closer than 15' apart at Winter Haven Mobile Home Park 2335 Broadway St., Truth or Consequences, NM. Applicants are Jake Skinner and Jeremy Peck. Traci Burnette, Grant/Projects Coordinator

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion Action: Final Adoption of Ordinance No. 686 authorizing issuance and sale of \$2,188,146 City of Truth or Consequences Municipal Gross Receipts Tax Revenue Bonds for the purpose of constructing, purchasing, furnishing, equipping, rehabilitating, making additions to or making improvements to a Law Enforcement Facility. Juan Fuentes, City Manager; Linda Melendres, Melendres & Melendres; and Raheel Hirji, George K. Baum & Co.
2. Discussion/Action: Final Adoption of Ordinance No. 687 adding Section 2-276 providing a procedure for the recusal of Public Utility Advisory Board Members. Juan Fuentes, City Manager and Jaime Rubin, City Attorney
3. Discussion/Action: Ordinance No. 688 for publication amending Section 3-6(a) pertaining to sale of animals on public property. Jaime Rubin, City Attorney
4. Discussion/Action: Resolution No. 07 17/18 authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority Water Trust Board for Water Distribution Mainline Reconstruction. Traci Burnette, Grant/Projects Coordinator
5. Discussion/Action: Resolution No. 08 17/18 designating the Retention and Disposition Schedules and the method of destruction for the Records for the City of Truth or Consequences. Renee Cantin, Clerk-Treasurer
6. Discussion/Action: Request for a Variance on Space #28 to be closer than 15' apart at Winter Haven Mobile Home Park 2335 Broadway St., Truth or Consequences, NM. Applicants are Jake Skinner and Jeremy Peck. Traci Burnette, Grant/Projects Coordinator
7. Discussion/Action: Request for a Variance on Space #11 to be closer than 15' apart at Winter Haven Mobile Home Park 2335 Broadway St., Truth or Consequences, NM. Applicants are Jake Skinner and Jeremy Peck. Traci Burnette, Grant/Projects Coordinator

H. NEW BUSINESS

1. Discussion/Action: Public Arts Advisory Board Appointment. Renee Cantin, Clerk-Treasurer
2. Discussion/Action: Joint Powers Agreement (JPA) with Sierra County and Elephant Butte for Minimum Pool Bid. Juan Fuentes, City Manager

NEW BUSINESS (*Continued*)

3. Discussion/Action: Approval of the Records Inventory List for destruction. Renee Cantin, Clerk-Treasurer

I. REPORTS

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

J. EXECUTIVE SESSION

1. Threatened or Pending Litigation (Hot Springs Land Developement) *Pursuant to 10-15-1(H.7)*
2. Threatened or Pending Litigation (Ron Fenn) *Pursuant to 10-15-1(H.7)*
3. Limited Personnel Matters (City Manager) *Pursuant to 10-15-1(H.2)*

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

L. ADJOURNMENT

NEXT CITY COMMISSION MEETING SEPTEMBER 27, 2017 at 1:00 p.m.

Please Note the time change for next meeting.



E.1

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

ITEM:

Approve the minutes of the City Commission Regular Meeting for August 9, 2017.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 09/13/2017

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, AUGUST 9, 2017**

A. CALL TO ORDER

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

B. INTRODUCTION

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

Hon. Steve Green, Mayor
Hon. Sandra Whitehead, Mayor Pro-Tem
Hon. Kathy Clark, Commissioner
Hon. Rolf Hechler, Commissioner
Hon. Joshua Frankel, Commissioner (by telephone)

Also Present: Juan Fuentes, City Manager
Renee Cantin, City Clerk-Treasurer

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

1. SILENT MEDITATION

Mayor Green called for fifteen seconds of Silent Meditation.

2. PLEDGE OF ALLEGIANCE

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

3. APPROVAL OF AGENDA

Mayor Green asked to move Item I.6 before Item I.5.

Commissioner Hechler moved to approve the amended agenda. Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

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

Mayor Green called for Public Comment, noting those wishing to comment would get three minutes, may only approach the podium once, and any material for the Commission was to be left in the black box by the podium.

Alice Hutchins addressed the Commission related to:

1) Wanted to say she is in support of the Women's Recovery Program. She doesn't know how or where it will take place but we are a community that deeply cares about each other and our community. She would like to say it's a great thing for our community and she would love this body of leaders to be behind it.

Sherry Fletcher addressed the Commission related to:

1) Here to speak regarding the Animal Shelter. She knows the City and the County has been together on this. She knows Mr. Fuentes has been on top of this and they certainly supports that and we are hoping we move forward. She understands there is a Ad Hoc Advisory Board, but that is exactly what it is, and Advisory Board. When it gets down to actually looking at the facility and the laws that go into that and that's the City's responsibility. The City has submitted \$72,000 to the project. She is a County Commissioner, and is definitely in support that we move forward, so we have a place for our animals.

Diane Lombardo addressed the Commission related to:

1) Is here to talk about the Animal Shelter Board. First off, Eliana has put in an article with doubts about the City being able to do this. She brings up the past and we're in a new century. A lot of people have come to her and she tells them we are going to get a board to make sure nothing like that happens again. However, they would like a board with a little bit of authority. There are reasons for that, they would like an Animal Shelter Manager that can come to the meetings once a month with stats for 501c purposes. Also looking at live releases and how we can build better strategies to reach close to a no-kill. This isn't the Utility Board, this isn't the Zoning Board, we need people who can say this is wrong, we've got to change it. Just because we need to keep these poor animals who are in the shelter through no fault of their own. Shelter Manager's, not saying that this one will do it, or the next one, have made really bad mistakes. Case and point, two recent close to home. Bernalillo Shelter Manager was adopting out aggressive dogs. No one was there to look over her and say, "you can't do that". Closer to home, Mesilla the Shelter Manager was a hoarder and was not putting any animals down, in the end when she stepped down it was a matter of mass slaughter. Not a dry eye there and she went through that herself. She worked in Harrisburg, there was a preventable disease for cats. The Shelter Manager wouldn't get the vaccine and we ended up going cage to cage to put down these cats for a respiratory illness that was preventable. The Board in Harrisburg overruled her and we got their shots. Compassion fatigue for the Shelter Manager, they need someone to go to who knows how hard the decisions are. So we need a board with authority who can help with all of these issues. And remember they are living beings.

Lee Alirez, 507 McAdoo addressed the Commission related to:

1) Wanted to introduce someone today. On July 19th we had a severe storm come through our city which ultimately resulted in taking down our hundred foot communications tower. They called them that night and as of that night, they started putting together a crew and the next morning they sent a work crew that not only got all

of the radios running, also dismantled and took apart the tower that came down. Frank Longoria, RTC Communications, they've been in business for over twenty years and they cover a great portion of New Mexico and Texas for communication services. He wanted to publicly thank them and their company for their response and immediate actions during that storm. The only antenna that actually survived that storm was the Utilities Department. They were able to come with parts they had on stock from the information they received the night before and got everything up and running. He thanked them for their fast response.

Ron Fenn, 316 N. Foch addressed the Commission related to:

1) In July, he found an article for his award for the Rotary Club. This isn't really an award, it's a receipt for a \$1,000 donation, so as his wife gives out several times that much, every year and doesn't get her picture in the paper, it's kind of pointless. But it did bring to his attention the Rotary and he did some researching. As a result, he mailed out several invoices in dues that were illegally paid for out of city coffers. He presented invoices for the repayment of dues to Rotary for: Juan Fuentes, James Morgan, Lee Alirez, Renee Cantin, Russ Peterson, Chief Patrick Gallagher, and Jaime Aguilera. There were some others and there were no names attached and he hasn't calculated who they are yet. This is unreasonable and not correct, it's the people's money. Rotary is a private organization, it is a social and business organization. And whether or not you do some little good, it doesn't matter. This is not due to be paid for by the citizens for this community. Him for one. He believes the money needs to be returned to the city and dealt with in a prompt manner. It will be pursued further if that money has not been returned.

Sophia Peron addressed the Commission related to:

1) Last meeting the Mayor went on and on about recusal and how appropriate it is to recuse oneself. Well, the Mayor votes every time on the MainStreet and doesn't recuse himself. Commissioner Frankel recuses himself and he's on the board. At the last meeting where we talked about the cell phone tower, Commissioner Clark who lives across the street from the cell phone tower forgot to recuse herself and forgot to tell everybody about it. She guesses the people from the cell phone tower got her to recuse herself because she didn't vote in the final discussion. Then last week Mr. Hechler who works for the Spaceport America full-time, and for Fiore Industries, talks about conflicts of interest. He voted on February 28th for a Memorandum of Understanding with the Spaceport and with Spaceport Tours that are all bankrupt and gone and did not recuse himself when he is a direct employee of Spaceport America. Now there's no reason to even turn this in to anybody, because they will just tell you to redo the meeting and you're going to have to redo the meeting anyway because there is nobody giving Spaceport Tours. There is false information all over the internet. On Sunday, she popped in to the Spaceport Visitor's Center and she walked in behind a couple and the big empty space with two exhibits was open. There were about four stools there, or benches, and two exhibits, the lights were off and the folks in front of her were wandering in. She said, what do you think? She could hear their German accent. She asked if they tried to see the Spaceport and they said they did and contacted everybody and nobody got back to them. Some guy who was there and has a warrant out for his arrest in Mississippi is the greeter

and he told them there would be a tour in two weeks. If somebody is getting hired, please tell them, they want to make sure they do everything legally and properly. So people are coming and getting screwed by T or C and it makes us look really bad.

2) And P.S. the drone summit is canceled until 2018 because you dropped the ball.

Carole Wheeler addressed the Commission related to:

1) She thanked the Commission for the picture of the New Yorker Magazine cover about Dog Parks. It's going to go in their display case as it is.

2) Thanks to the weather cooling off and vacations being over, so there are some volunteers around. She has a current action plan for the Dog Park. If we have any more rain, the weeds are going to be taller than the fence posts and they might have to cut the fence posts down and keep the weeds. Anyhow, there are things in the works and at the next meeting she truly believes she will have some good news for them.

Ted Kozdrowski from Elephant Butte addressed the Commission related to:

1) Here to support Phyllis Mecca and the Women's Recovery Program. He would like to see this program implemented and be successful. And since he's worked with these type of people before, he would also like to see the Commissioners support companies like TheMac as they come in. Because once these people are rehabilitated, they're going to need jobs so they don't get back into the same rut they were before. He appreciates the effort and that they give Phyllis the support for her permit and also for companies like TheMac.

D. RESPONSE TO PUBLIC COMMENTS

Commissioner Frankel commented he is a member of the Rotary Club and pays his own dues out of his own pocket.

Commissioner Clark doesn't know the issue with the subscription and dues but she thanked Mr. Fenn for bringing that up and they will look into it. To Police Chief Alirez, she knows how important it was for getting that tower up. She thanked them for being so quick on their response.

Mayor Green thanked Ms. Hutchins for her comments. To Ms. Lombardo there might be a time when an Advisory Board may be needed as we have other Advisory Boards. The operable word here is advisory. This position is a staff position, and they will report to the Chief and therefore it sends mixed messages where you have someone who is on staff who reports to their superior but is also given orders and instructions by a volunteer board. It can be very confusing and detrimental to the staff member. With that said, they certainly want to capture the passion and knowledge you would bring to an Advisory Board. And he would like to suggest we give this person an opportunity to get this shelter up and running and then call for people who are interested in coming up with an advisory board. But he thinks it's going to be a non-starter if they want to have certain control over an employee.

In relation to Rotary, he feels its money well spent. In Subscriptions and Membership Fees, we have it in our budget. He feels it's a valuable organization in our community and

as we support other Non-Profits on Subrecipient Grants, that do good deeds, he sees no reason why we should not continue to do this.

E. CONSENT CALENDAR

1. City Commission Regular Minutes, June 14, 2017
2. City Commission Regular Minutes, July 12, 2017
3. Golf Course Advisory Board Minutes, May 2, June 7, & July 5, 2017
4. Accounts Payable, July 2017

Mayor Pro-Tem Whitehead moved to approve the Consent Calendar as noted. Commissioner Hechler seconded the motion. Motion carried unanimously.

F. PUBLIC HEARINGS

1. Public Hearing: Infrastructure Capital Improvement Plan (ICIP). Traci Burnette, Grant/Projects Coordinator

Grants Projects Coordinator Burnette gave a presentation which is part of the agenda packet. She explained the ICIP process and what infrastructure that would be included. They ask to identify the projects and then prioritize them. She named all of the items that have been funded and were listed on the ICIP. Current Projects being funded include: The Law Enforcement Complex; Water/Electric Meter AMR's; and Cook Street Water Treatment for USDA. In the packet is last year's list to be used for editing, reissuing, and prioritizing.

City Manager Fuentes added his comments to her presentation. This is a public hearing for input on these projects and any new projects the public would like to see as we are moving on. The municipalities are required to include the current projects, so they are not in any particular ranking or prioritized. He reviewed the items on the list and gave more detail on those projects. He added in the past we put road improvements and noted they now want specific roads to be identified. It's an opportunity for the public to give input on these projects.

Commissioner Clark thinks after what has happened with the rains in the last month that we should be putting a lot of focus on the water delivery system and the North Water Well. She is curious about the Civic Center improvement. When we passed the 1% Convention Center Tax, part of this should be for that. If we do storm drainage, we need to put a project in for downtown. If we are going to do storm drains, it means we are taking part of the downtown and we should be replacing water lines, communication lines, and combining all of those together and not one after the other. With Storm Drains, Souder, Miller has been testing water downtown for contamination for years. We will have to watch areas where there were old service stations and we need to watch for contamination. Another thing was the Veterans Wall and she understands that's been put on hold. City Manager Fuentes responded we do have funding through the Legislative Appropriations for the replacement of the Veteran's Wall with the granite wall.

CITY COMMISSION AUGUST 9, 2017 REGULAR MEETING MINUTES

The funding was put on hold, but has been release since. Commissioner Clark thanked him for that.

Mayor Green wanted to add he and Grants Projects Coordinator Burnette went to an NMDOT conference in Elephant Butte and invited them to have a meeting with us to Come up with some sort of a plan on the issues Commissioner Clark mentioned. But we've got to come up with some issues on our part and what we would like to do and how they can help us. He appreciates that because Grants Projects Coordinator Burnette brought it up at their meeting. He also asked if staff was consulted on this list. Grants Projects Coordinator Burnette responded staff was included in putting this together and this list is what was included last year. City Manager Fuentes said most of the projects are some that the Commission has requested to include for the future. We understand the needs for things like storm drainage, but this is a wishlist and not everything will get funded.

Mayor Green opened it up to the public. We only had one person sign up.

Ms. Sophia Peron said contrary to what Mr. Fuentes said the Infrastructure Capital Improvement Plan for a city is a road map to what they want to spend this year, today, next year, and in the future. Since she's been coming to these, the first five years, the number one thing on the wish list was a waterfall coming down on tank hill. This is where neighborhoods get together and tell you what they want in their neighborhoods. Then they come to the Commission and bring their lists and they discuss how they are going to fund it. She sees a lot of things that aren't there. These are not just fairy tale things. This is time for our citizens, the Police Department, Boards & Commission's bring their public input. That's why you just sit there and look at the list. She recommends a real public meeting for the town to talk about their wish list. All you are doing is going further and further away and nobody notices it. It's like National Night Out, you're suppose to go into your neighborhoods and meet with your neighbors, instead of going to the Fair Barn where people with no transportation cannot go. Please don't come. Thank you.

Ron Fenn wanted to speak about the Regional Safety Complex. He sees it was originally No. 1 on the list or road map. This confuses him because this city has operated with Police Departments in spaces no bigger than 4,900 sq. ft. The application as diminished and is continuing to diminish and now we are looking at funding a 12,000 sq ft. building for twelve Police Officers. It's going to be over \$4.5 million. As far as what's important, this is not. The Police Department is not going to operate better, the city is not going to be safer with a new building. Unfortunately, you are talking about funding it already like you did with the trash plant that wasn't approved by the people. Where is the sense, where is the logic behind all of this. If we need drainage, water lines, you name it, these things are being pushed aside for a public safety complex which can prove no value whatsoever. He sees the Seniors project is way down on the list. Put them back the in the Lee Belle Johnson Center. You can see there is no one parking in that area, because no one is visiting it. The facilities that are in there belong in Commercial Buildings, if they can afford to operate that way. So the Senior project you can put it at the top of the list and for very little money, take out the displays, send Geronimo Trails into a commercial

building where they were before. That is their facility and they need it back and it should be returned to the people and taken off of this list. It won't cost very much and certainly won't cost \$4.5 million. That's throwing money down a rat hole.

Erica Baker, Sergeant with the Truth or Consequences Police Department. Just wants to say thank you to the Commission for the Law Enforcement Complex. Everyone is going to have their own opinion on why that building shouldn't go forward. But she can speak on behalf of her patrolmen and the rest of her department that it is important to them. They don't feel like it's a waste of money. They put their lives on the line everyday for this entire community and they are very grateful that they even have the opportunity to talk about having a new building for themselves. She's been with the Police Department for six years and it's pretty cramped in there. They do have plans to possibly hire more people to help them out. She wanted to say thank you and they are very excited to have the opportunity to have the Regional Safety Complex built for them.

Martin Nigel said thank you because this is a really difficult job. The water and sewer issue doesn't seem like a big problem. He turns on the water the tap comes out, he flushes the toilet it goes away. It's not a romantic problem, but its important. Every city has this problem and it's been delayed and lets do this or that, rather than the basics. That should be the number one priority. One book about 7 habits of highly effective people, they talk about the four squares. One of them is important, but not urgent. Once the pies fall apart, it's like a little thing that crumbles. For the Police Station, he always thinks about recycling like we have that old school that is not totally used and that would be a possibility, but he doesn't know anything about the details. He said anyway, thanks for doing your job.

Sheriff Hamilton doesn't know if you have selected any order for these projects. He would like to see the delivery systems for our utilities placed at the top. These are definitely infrastructure projects we need to look at. About a year ago, there was a water line break just up the road by his residence on Kopra St. He was notified by the Utility Water folks that they needed to switch over to another valve system and put him off a residential line that busted and he guessed on a larger line. When they were going around with a pressure gauge, and putting it on each of the houses there. They were concerned some of the older residents would have problems because of the pressure. He has old copper lines at this house and this is a cost he would've incurred had there been a breakage. These are truly infrastructure items. He attended the County ICIP meeting and the difference between infrastructure items and projects. We have projects we would like to see done. But truly we can narrow this down to just infrastructure items. And he really think the delivery of our utility system needs to be at the top of the list.

Klaus Wittern 618 Charles.

In the original part he didn't see drainage on the part. He heard later it's on the radar screen and he appreciates the drainage on the list. The infrastructure only causes problems intermittently but when it does it's a problem. It's not just a local problem, it's a problem nationwide. One on the ICIP that is critical is the AMR project is certainly the wrong name, he thought we agreed to the AMI and if staff doesn't understand that it's

critical that they be educated on it. It's a significant technical difference that must be understood. If staff doesn't understand that it's critical they be educated on that. The last item he would think we would want to address is attempting to understand the relationship between physical systems and accounting systems. It's not under control in the current budget and audits. It's critical for the city to spend some time to get that one under control. There is currently in the budget, no allocation for costs to the utilities that they receive from the General Fund. That's critical. One of the utilities provides significant loans and costs to the General Fund. But the General Fund is spending money on behalf of those departments, and it's not accounted for in the budget. He thinks staff needs to be empowered or directed to cure that problem. He thinks we sometimes need to step back in order to get to the real problems that we have. Thank you.

Police Chief Alirez wanted to speak briefly on the behalf of the Law Enforcement Complex. He heard Mr. Fenn's comments on whether the community is going to be safer. He wants to tell them that what is going on here is on a more global level than a building the Police Department has an incredible staff and he added, "yes, it will be a safer and better community." Because they are going to offer services that they don't have the room to offer and is much needed. Youth Services; Parent Education; Cadet; Explorer Program.. He can't even increase the field officers because of the room they have now. He is very thankful for the Officer's they have now who look for fifty ways to get around obstacles to get the job done. They currently house, Animal Control, Animal Shelter, and Code Enforcement and they are busting at the seams. He just wants to say when this is up and fully running there will be an excess of 40 people working at that facility. They can do crime investigation and other services that are much needed in this community.

City Manager Fuentes wanted to clarify in regards to the funds that were dedicated for the Law Enforcement Complex. He explained they are using the PDGRT which was dedicated for the Police Department and cannot be used for any other project. He appreciates Mr. Hamilton's comments and agrees infrastructure projects are their number one priority. That's why they have been trying to upgrade our infrastructure. He let him know we are in the process of applying for funding for the Cook Street Water System to upgrade that. Unfortunately, some of the quality of life project do struggle.

Mayor Green echoed City Manager Fuentes's thought on utilities brought by Sheriff Hamilton. He explained the building Martin brought up is a County building and would not be available to the city at this time. He believes he heard the city has two boards and he came up with the Recreation Board; Golf Course Board; Airport Board; Hospital Board; Lodger's Tax Board; and Library Board. So there is opportunities for citizens who have interest in volunteering in their community by serving on one of these boards.

City Manager Fuentes said it's a public hearing so it will come back to the next meeting for approval. Mayor Green said if you have any other ideas or comments please email the Commission.

G. ORDINANCES, RESOLUTION, & ZONING

CITY COMMISSION AUGUST 9, 2017 REGULAR MEETING MINUTES

1. Discussion/Action: Resolution No. 05 17/18 and Resolution No. 05-A 17/18 approving the required Community Development Block Grant (CDBG) Annual Certifications and Commitments and Fair Housing Policy. Melissa Torres, Finance Director

Finance Director Torres presented this item with the packet of plans that are required to be adopted for CDBG projects. They are respectively requesting that we approve the annual certificates for the Community Development Block Grant (CDBG). This is our state appropriations has awarded us for \$500,000. They have requirements we have to do to obtain that funding. Upon that requirement is to ensure that we yearly adopt the required Fair Housing forms. This packet is basically what you guys saw last year and we are just renewing this package because this grant is still open for us to use.

Mayor Pro-Tem Whitehead moved to approve Resolution No. 05 17/18 and Resolution No. 05-A 17/18 approving the required Community Development Block Grant (CDBG) Annual Certifications and Commitments and Fair Housing Policy. Commissioner Hechler seconded the motion. Roll call vote was taken by the Clerk. Motion carried unanimously.

2. Discussion/Action: Request to appeal Resolution No. 15 16/17 related to 1308 Tin Street. Bobbie Hanna, Owner and Robbie Travis, Building Inspector

Building Inspector Travis presented the item. They have been working with her to either fix up or sale this property. She missed the deadline of ten days to appeal the resolution that was adopted. He added she has been very cooperative and responsive, and she is the Granddaughter of the owner and has essentially inherited the property. They are here to set a deadline as to when they will have to get the property cleaned up. She does have somebody looking at the property to possibly buy it. She can explain her situation a little bit.

City Attorney Rubin said it might be helpful for him to provide some comments. The City Commission adopted this Resolution on December 13, 2016, and Ms. Hannah filed her objection on December 27th which was within the time allowed. As Mr. Travis stated, he is treating the objection as being timely filed. He feels the next step should be to schedule a hearing for the objection of the resolution. During the interim period the parties can still work with each other to see if something can be worked out. But in order to keep the process going, we need to get a hearing set on the objections.

Mayor Green said to him in general that seems fair and reasonable. He then called for a motion to direct staff to work with Ms. Hannah and give her the opportunity to appeal this resolution. City Attorney Rubin added since Ms. Hannah is here now, maybe we can select a date.

Building Inspector Travis asked if she would still like to appeal the resolution. Ms. Hannah said she would like the opportunity to be able to sell the property. She can't make people come up with money right away.

City Manager Fuentes feels the Mayor's recommendation was appropriate and that is to have staff get with Ms. Hannah about the date and time. Since this will come before the Commission as a Quasi-judicial, battershell hearing. It would be better to come up with a date and time for the hearing.

Commissioner Hechler would like to know if they postpone the hearing for 30 days, is there still time for her to sell the property? City Manager Fuentes responded definitely before the hearing, she can take whatever action she deems necessary. Commissioner Hechler suggested we postpone the hearing for 30 days. City Manager Fuentes said again since this is an appeal process, he thinks it's appropriate to go ahead and schedule it. But they will certainly keep that thought in mind.

Commissioner Clark has a legal question. Her question is this resolution has already been passed. She asked if we are obligated to go forward based on what the resolution says or do we need to put a motion forward that says we want to postpone this resolution to allow a hearing to occur. City Attorney Rubin said in response the action that has been taken to date, it can be considered as postponed by consent. But now we need to get something scheduled for the objection that's pending. He also agrees with Mr. Fuentes, that we need to discuss and appropriate date. Commissioner Clark asked for further clarification which City Attorney Rubin provided.

Building Inspector Travis said they are trying to work with people and that's why he did it. City Attorney Appel asked Building Inspector Travis to give a timeline for the resolution. Building Inspector Travis stated the Resolution was adopted on December 13, 2016 and her letter was December 27, 2016. Mayor Green said that's one day under the limit. City Attorney Appel said its ten days and you only count working days which went over Christmas, so you are absolutely correct. He followed up on City Attorney Rubin's comments and agreed, you are governed by Section 3-18-5 of the statutes. She is entitle to a hearing and the hearing determines whether that resolution would be withdrawn at that time.

Mayor Pro-Tem Whitehead moved to authorize staff to come up with a date that's convenient for all parties for an appeal hearing objecting to Resolution No. 15 16/17 related to 1308 Tin St. Roll call was taken by the Clerk-Treasurer. Commissioner Clark seconded the motion. Motion carried unanimously.

H. UNFINISHED BUSINESS

1. Discussion/Action: Special Use Permit for a Woman's Recovery Program at 819 N. Date Street. Robbie Travis, Building Inspector

CITY COMMISSION AUGUST 9, 2017 REGULAR MEETING MINUTES

Mayor Pro-Tem Whitehead recused herself from this item because her family owns the businesses that encompass this property.

Commissioner Frankel also has a potential conflict of interest as a real estate agent, he has a property listed that is adjacent to the proposed site and it may be a conflict of interest of the current sellers. Commissioner Frankel's client is concerned with the use of the property as their neighbor. City Attorney Rubin asked if he would anticipate the decision the Commission may make could affect his financial interest directly. Commissioner Frankel agreed it would. Mayor Green thanked him for being forthcoming with that.

Building Inspector Travis presented the item. Ms. Mecca is here so they are bringing it before them because it was postponed from the previous meeting.

Commissioner Hechler stated he took it upon himself to contact the business owner. In his opinion the big problem is over the previous tenants and the problems that arose from that. We should not punish this person for the transgressions of the past. We have an opportunity and could take it and offer it for a year, see how it goes. And not reissue a license down the road if we feel there is too many issues.

Mayor Green has a couple of questions. In the background, the property has been a motel for many years. He asked who the entity is that shut down the previous business. Building Inspector Travis responded it was his department, the Building Inspector. They came in and didn't do things prior and started putting up a fence which was illegal. They had 20 or more calls and met with them and let them know they did not go through the process to do it legally, so they shut it down.

Mayor Green has one other question about the several conditions they would have to meet. Building Inspector Travis responded essentially we thought about a probationary period. But their concern is related to zoning which they meet and permits and all of that being done properly with plans. The fencing is a big concern, signage, proper security. Those are the recommendations.

Commissioner Clark asked if she can talk to the Chief. She wants to make everyone clear that she supports the concept. She has concerns on the layout and logistics. What she has seen is halfway houses, you can close them in and they are not open. She's concerned this is a very open location, it's a situation where everyone has their own entrance and exits. And the person who is living on site, is going to be asleep at night whether there's a camera or not, people could in fact leave, unless there's an alarm on the door. Her concern is for the Police Department and there are several rooms up there and you've got 18-24 people there. She asked how safe does he feel this complex is given his knowledge of what they are trying to accomplish.

Police Chief Alirez wants to go on record that he also supports the concept. His concern is also with the location. They were an absolute recognized program and we saw what happened with that. He explained some of the problems with evictions with the last

residents. They had many calls for services and 11 open cases at one time. But they were selling drugs out of the back of the place. Ms. Mecca did agree to put a video security system there, but if you don't have someone there 24 hours a day to watch what's going on and have the ability to remove people from the premises immediately upon violating the conditions, you will have some problems.

Mayor Green asked Ms. Mecca to please come forward. She said she knows location keeps coming up and from a program prospective this is a very good location. It's located near the hospital, where these women can receive the services that they need, mental and physical. It's close to the job market in the Northern part of town; close to CYFD so they can work on the reunification with their children; and it's close to the schools so they can still be involved with their children's education. So for a programs prospective, it's a very good location. She's truly sorry whoever was there before messed it up, but it truly shouldn't have any bearing on her program. She's done her research and visited other communities. This program is working in Hobbs and Alamogordo. She's sorry the people who were there made it difficult. Some residents and businesses weren't even aware some of these incidents were going on. She finds it interesting that the person who wrote the letter when she spoke to them about purchasing it, they knew what it was going to be used for and had no complaints at that time. She is just kind of in awe of where to go from here.

Police Chief Alirez just wanted to say in the spirit of cooperation, Ms. Mecca was with him when they called the Hobbs location, and other programs have a home or homes in residential areas that you wouldn't know is a rehabilitation kind of facility. Inevitably, at a location like that there is increased security, foot traffic is going to be recognized immediately, and a lot of the problems that we've had are eliminated just by the location itself. The Manager there even expressed concerns in going from the dormitory style arrangement to a motel.

Ms. Mecca said the difference in motel types of environment that she has, they don't fall under the eviction notices because it's covered in one of the statutes that was mentioned in the last meeting. If they become a problem the Sheriff's Department has also offered to help if it becomes overwhelming or the Police Department is understaffed. Again, they are trying to work with the Police Department and so it's a community effort for everybody to work together to make something happen to better our community and get some of these people off the streets and into better environments.

Mayor Green said as a City Commissioners he rules to support the businesses and the needs of the citizens for services. Is it fair to say this is modeled like other existing programs? Ms. Mecca responded that's correct. It would have been interesting if they would have gotten some letters from some other program Administrator's. He would've loved to see in her application to see people who are living that dream to see what the pitfalls are in those other communities. The other thing is in her literature it shows 16 beds and the diagram shows 20 beds. Ms. Mecca responded another building she was looking at which fell through and it was not updated. This property has more room. Mayor

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Green also noticed she is buying this property. Ms. Mecca said that's correct, she's leasing to own.

Mayor Green asked if there is an option to work with the owner on a certain period of time to give yourself an opportunity to be successful with these women. Ms. Mecca said it won't but she appreciates that. With a lease/option, you're just leasing it, and if it falls apart, you can get out of it.

Mayor Green said there are windows on the alley, did he hear them say they would be secured so they could not sneak out. Ms. Mecca said he is correct, they plan to secure them. Building Inspector Travis added they would check the codes as far as the emergency egress requirements. Ms. Mecca said it's a very structured program.

Mayor Green said he noticed this is not just a local facility with just T or C clients. Ms. Mecca responded if we do have others coming it would just be Sierra County and Socorro County. The other areas come with other problems, such as, gangs which we don't want to have that here.

Commissioner Hechler said say it's 2:00 a.m. and you find out something has happened. How will you know if there's an issue? Ms. Mecca responded it will be a very structured program. Video cameras will help but she will also rely on people in the community who offered to help stay to mentor these people, the women in the program will also be the eyes. It's like with any business, how are you going to know what happens with any business after hours? People aren't there all the time, it's the same concept.

Mayor Green brought up the other programs she mentioned and whether it's a 1 to 10 ratio. Ms. Mecca agreed yes at 1 to 10 or a 1 to 8, it's not a detox facility. Mayor Green reiterated it will be an open facility. Ms. Mecca agreed and personally she doesn't want a fence. She wants them to be part of the community in a productive way, not behind a fence.

Commissioner Clark asked Captain Morgan, her understanding if they are in a hotel or motel after 30 days, it becomes a rental. Captain Morgan said the question is if it will be a living facility or a hotel. With this being a recovery type situation, that's where the question comes up and it would require the eviction process. The way he understands it, it won't fall under the hotel/motel statute.

City Attorney Appel and City Attorney Rubin looked into it and the tenant agreement proposed by Ms. Mecca and it is their view that the agreement creates a Landlord/Tenant type of situation, falling under the Uniform Resident Relations Act and therefore if they needed to remove someone from these rented units, it would have to be done through the usual court order process. And their recommendation would be, as far as the city's police force is concerned, they would not recommend that they intervene to remove someone from one of these units unless they had the appropriate court order.

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Mayor Green asked what happens if they pay for services and the services include a place to live.

City Attorney Appel actually looked at something that was similar to that. His recommendation was if there's a problem, yes the police would need to go and address. They could add language like that, where they sign that they expressly give up their rights as a tenant under the appropriate sections of the statutes, and that might resolve the problem. He recommended the police not go in and remove a tenant unless they had an order from a Magistrate.

Mayor Green said in all fairness to Ms. Mecca and the people she has surrounded herself with, he thinks she is entitled to a vote today. He asked Building Inspector Travis about a probation period and what that might be. Building Inspector Travis said he was thinking about three months, six months, nine months, or Commissioner Hechler said a year. City Manager Fuentes wanted to ask legal if it's advisable to put a time frame on a Special Use Permit. City Attorney Appel said that is a very gray area in the law. He feels they could do that, in other states, it has been upheld where they cannot have a time limited Special Use Permit. But he hasn't seen that in New Mexico.

Mayor Green wanted to follow up on City Manager Fuentes' point, her signature on the application or a document for a probationary period. City Attorney Appel said he thinks he is correct, but the Special Use Permit is not signed by the property owner or tenant. It's simply a zoning authorization made by this body. So you would be adding additional conditions on the Special Use Permit.

Commissioner Hechler asked how a Special permit can be revoked. Can it be revoked by each department? City Attorney Appel responded they are owner specific in that they tend to be tied to a specific use and not attached indefinitely. If you want to time limit it, you can and you can impose other restrictions. You should define what would happen if those were violated. He would recommend any violation should be treated like any violation. Commissioner Hechler is looking for an amiable way to get out of this things if they do decide to issue a permit, so that we are not stuck in this thing for a long period of time.

Building Inspector Travis asked if we can go to a Conditional Use. He knows we review those when they renew their Business Registration. He's not sure if that's something we could use or not. City Attorney Appel doesn't see why that couldn't be used. The difference between Conditional Use and Special Use tends to vary from City to City. You might want to consider approving this as a conditional use for a period of one year.

Commissioner Hechler asked Ms. Mecca if a conditional use permit was issued, how she would feel about that. Ms. Mecca responded, she knows she can make this work, and she knows she will make it work. She's not worried about conditions, just tell her what they are.

Commissioner Hechler moved to approve a Conditional Special Use Permit for a Woman's Recovery Program at 819 N. Date Street. And this permit to be crafted by the City Manager and staff for review by the Commission to be reviewed after a period of one year and including the conditions recommended by staff. Mayor Green seconded the motion. Motion carried by a vote of 2-1-2. Commissioner Clark voted nay and Mayor Pro-Tem Whitehead and Commissioner Frankel recused themselves.

Mayor Green let Ms. Mecca know they wish her well and to be successful. Ms. Mecca asked when she can expect to receive the permit. City Manager Fuentes directed her to contact Building Inspector Travis after the meeting.

Mayor Green recessed the meeting at 10:55 a.m. and reconvened the meeting at 11:02 a.m.

I. NEW BUSINESS

1. Discussion/Action: Award the Professional Engineering Service for the City of Truth or Consequences' current Community Development Block Grant Project (CDBG). Melissa Torres, Finance Director

Finance Director Torres presented this item which is part of the award of the \$500,000 CDBG Grant. Upon that, again our requirements of Professional Services Engineering that we solicited upon DFA's approval. Upon that, she named those who submitted proposals. They received most responses on July 26th, however two were unresponsive. Because CDBG was very specific their request was specific. If one of them was non-compliant in answering the specific requirement, then they were classified as nonresponsive. That's how two of them became nonresponsive. It came down to only two, which were submitted to the committee to review. She explained the reasons behind their recommendation. Their recommendation is to award it to Wilson & Company that the agreement also be signed.

Mayor Green asked if their fee comes out of the \$500,000. Finance Director Torres said that is included in the \$500,000 total. Commissioner Clark asked if the SCCOG is the fiscal agent. Finance Director Torres confirmed they are. Unfortunately, when we were awarded that, we were deemed to have a fiscal agent. Commissioner Clark asked what the cost is. Finance Director Torres responded this one is estimated at \$10,000.

Mayor Pro-Tem Whitehead moved to approve the Award for the Professional Engineering Services for the City of Truth or Consequences' current Community Development Block Grant Project (CDBG) to Wilson & Company and authorize the approval of signatures. Commissioner Hechler seconded the motion. Motion carried unanimously.

2. Discussion/Action: Funding option for Law Enforcement Complex. Mark Valenzuela, George K. Baum & Co.

Mr. Valenzuela briefly ran through each scenario and gave a recommendation to use the New Mexico Finance Authority of a 0.1% for the first \$500,000 of the debt and for 1/93% interest cost. The cost for using NMFA for a \$2,185,884 loan would be \$2,737,224 for the average annual debt service. It would be the lowest interest cost and provide the most flexibility. The third option would be going through banks, they would only lend for ten years and then you would have to go back and refinance with whatever principle is remaining. The BBVA Compass second option is very close to the NMFA except you will have to refinance. Bank of Albuquerque had the highest repayment amount. They also tested the USDA, and their interest rates were well over 3%, so they didn't consider them as an option. He also included doing a public offering which is much more costly.

Mayor Green asked for any questions.

Commissioner Clark agrees it's got to be either NMFA or BBVA. She asked what the balance would be in ten years. Mr. Valenzuela said it would be similar to BBVA Compass, which would be roughly \$1.5 million.

Mayor Green said hopefully in the next ten years we can work on the GRT revenue being increased without relying on building projects for that.

Commissioner Clark asked City Manager Fuentes to explain where the tax money is coming from to pay this loan. So that we can all see that the money coming in for this is the money from the Gross Receipts which is designated for Public Safety. She misunderstood that it was for equipment and personnel, so she wanted to make sure it was public record that the money was in fact for Public Safety and it's about \$257,000 coming in per year. She asked if they will have enough for operations also. Police Chief Alirez agreed yes Ma'am they sat down to review the funds and budget to keep operations going in the Police Department and still have the money for this project. They have reduced expenses over 6.6% and they will continue on that track.

Commissioner Clark said her understanding is we are under a deadline with the Animal Control. Police Chief Alirez confirmed.

Police Chief Alirez added they are going to implement some programs and services that are much needed such as Crime Prevention, Youth Services, Police activities, and other things that will be incorporated in that building.

Commissioner Clark said there is also not enough room for records and for storing records. Police Chief Alirez confirmed. Commissioner Clark added with that being said, she would like to see the Police Department get out of the bath house and out of the crematorium business and go into the Police business

Mayor Green said this is probably three years in the making. If you count all of the hours staff has put into this, it would be thousands. He personally thanked our Police Department and our staff. It's been a long hard battle to get us to this day and he thinks the sun will shine in about 1 ½ minutes.

City Manager Fuentes has one unrelated question. The interest is so attractive can we look at that for other projects. Mr. Valenzuela said he's happy to always look at those opportunities. He then explained what would happen with approval here today is this would go for publication, then we would come back on September 13th for the final adoption and mid-October could start construction.

Commissioner Clark moved to approve to proceed with the funding option for NMFA for the Law Enforcement Complex and if that falls through BBVA Compass would be the second selection. Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

3. Discussion/Action: Impact Fee Board recommendation for reimbursement of fees. Arnie Castaneda, Water/Wastewater Supervisor

Mr. Castaneda gave his presentation. They have been working on their Wastewater Treatment Plant upgrades which is going on as we speak. The project should be closed out within the next couple of months. Phase 2 is underway and has just begun. He explained the funding for this and the selection of the contractor. According to their records the city currently has \$302,000 in the Impact Fees funds that qualify for reimbursement to the Water and Wastewater Projects. The Water and Wastewater budgets fronted the funds to pay for the projects. He showed the list of projects that was compiled and which projects were eligible for reimbursement. They are asking for reimbursement of those funds up to the \$302,000, so the Wastewater budget can handle the shortfall in the Wastewater Phase 2 project. They are currently using some of the operating money to pay for the small projects in the red, and use some of that money for repairs and equipment. He explained some of the problems with our wells and things that have had to be replaced. Again they are asking for reimbursement to help with the existing problems and the shortfall for the Phase 2 project.

Commissioner Clark asked legal about whether the funds have been deposited into an interest bearing account and have been included in separate accounts. She's just concerned about whether the city can properly use those funds.

City Attorney Appel responded we have looked at this in great details. The spreadsheet was developed in their office. All of the work to put them in separate accounts have been done and are in place. As far as legal, there is a lawsuit between the City and Ashbaugh Construction Co. for the reimbursement of development of fees in an amount not yet determined, but it can't be more than about \$20,000-\$30,000. The money could only be reimbursed to the company if it had been misappropriated, spent, and they're not getting services. Those properties have been getting service since the day they were built, as far as they can tell. The status right now is they did not oppose the request to file an amended complaint, which is fairly common and our answer to the amended complaint is due Friday. That's a very small piece because it's only properties that were built by Ashbaugh Construction and they are still owners of the property. This comes to you by recommendation of the Impact Fees Board. These impact fees have been sitting there and have not been used. Meanwhile, allowable capital items have been paid for out of

your Water and Wastewater operating budgets. We look through the Capital Improvements Plan and compared it with actual expenses and in the spreadsheet you will see a column that shows the allowable expense.

City Manager Fuentes added if the Commission approves the reimbursement, he suggested they consider setting aside the amount for the possible need for the lawsuit. City Attorney Appel responded they could do that if they want but he thinks frankly it could be found somewhere else in the budget, if for some reason we did lose the case. He believes there will be some left in the Developmental Fees account after this transfer. City Manager Fuentes mentioned since we are talking about Impact Fees and some people want to identify the Impact Fees, so potentially the Commission could do that. Commissioner Clark asked if they could come back and release that \$20,000-\$30,000 at the end of the project if we need to? City Attorney Appel would think the litigation would be done long before that.

Mayor Green thought he saw an email City Manager Fuentes sent out that the lion's share of this is from the Veterans Hospital project. Mayor Green asked a question if Smith Engineering has errors and commissions policy. Why aren't we suing them for their error? City Attorney Appel does not remember all of the details. They looked into that about a year ago. The contract they had in place let them off the hook. The error occurred in the process of coming up with an amended estimate which was approved by the city which at the time did not catch the fact that they made that error. Once the city approved it, they were stuck.

City Manager Fuentes responded in that case Smith Engineering had come back to them and said they can do the additional work but it's going to cost us a little more. Recently, the Engineers on the application had to do some without charging, so we are getting our money back.

Commissioner Clark moved to approve the Impact Fee Board recommendation for reimbursement of fees of transferring all but \$30,000 which should remain in the account. Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

Commissioner Clark left the meeting at 11:48 a.m.

4. Discussion/Action: Acquisition of property at the T or C Airport. Juan Fuentes, City Manager

City Manager Fuentes presented the item. There is a mobile home that has been there for probably over 20 years. The gentleman who passed away, was the property owner and use to watch over the airport, his wife still lives there and has a need to relocate closer to family. They are asking the City to purchase the mobile home with addition since it's on the Airport property. Maybe in the future it could be housing for an Airport Attendant, or a Pilots Lounge, or different ideas. Obviously, we can have that discussion at a later date. The offer is about \$17,000, which is an estimate with all of the upgrades they did

and the addition that was built on. If the Commission is interested we could authorize staff to proceed with negotiations for the purchase.

Commissioner Hechler asked if there is any need for repairs. City Manager Fuentes responded, not really. She has kept it in good condition and maintains the property, and the addition she has made is in good condition. It has a propane heater and there are services there.

Commissioner Hechler asked if he envisions on sight management staying there. City Manager Fuentes said if the Commission would authorize us to acquire it, they would have a discussion with the Airport Advisory Board to see what the recommended use for it would be. City Attorney Rubin added if you are able to reach an agreement, it will be brought back to the Commission for approval.

Commissioner Frankel asked about the other utilities. City Manager Fuentes responded it does have a well and is using the Airport Septic Tank, it has its own Sierra Electric meter and propane tank.

Mayor Green said there might be a possibility to rent this to Virgin Galactic employees also to make it an income producing property.

Mayor Pro-Tem Whitehead moved to authorize staff to negotiate for the acquisition of property at the T or C Airport. Commissioner Hechler seconded the motion. Commissioner Frankel suggested in the negotiations that we try to get the best possible price below \$17,000. Motion carried unanimously.

1.6 Discussion/Action: Appointment of an Alternate to serve on the Joint Powers Commission in the event the appointed member cannot attend.
Steve Green, Mayor

Mayor Green asked this to be put on the agenda, as you know, he thinks it's important for three of our members to be present and at the meetings. He recommended the approval to have Commissioner Clark serve as an Alternate for either Mayor Pro-Tem Whitehead, Commissioner Hechler, and himself, if one of them is not available to attend a meeting. Then they will always have three voting members on the board.

Mayor Pro-Tem Whitehead moved to approve the appointment of Commissioner Clark to serve as an Alternate to serve on the Joint Powers Commission in the event the appointed member cannot attend. Commissioner Frankel seconded the motion. Motion carried unanimously.

1.5 Discussion/Action: Holloman Air Force Base Environmental Impact Study for F16's. Steve Green, Mayor

Mayor Green presented the item. We received a letter and a thick study. In your packet is the area where they will be flying which is over the lake and over the dam. They would

literally be over our Hospital and Nursing Home within seconds. The potential for noise levels may occur such as sonic booms, he read some of the contradictions in their information. His concern is a couple of things, we have the Sierra Grande which is selling tours on the Armendariz Ranch with bison and bats. He thinks it incumbent on the Commission to support local businesses and having access on that ranch and he's concerned how close it is to our Hospital, Assisted Living, and Nursing Home. He would like the Commission to consider sending them a letter of concern. We certainly want to support the training for our Men & Women in uniform, which is not the issue. White Sands Missile Range is a humongous piece of property. Why are they flying over the east end of the lake and within two seconds at 500 miles an hour from our Hospital and other assets? He thinks we have until August 25th to send a letter of concern and he wanted to hear from his fellow Commissioner's to see if we want to support our local businesses and the potential for the noise.

Commissioner Hechler asked if there is any future possibility benefit for income for our community in allowing this. Mayor Green asked that but our runway would not work to allow them to land. Commissioner Hechler said if it's not of some monetary benefit to our community and would be a detriment to our citizens, he would not be in support of this at this time.

Mayor Green thinks all he is asking for is authorization for staff to write a letter of concern that it's over a major asset in our community.

Mayor Pro-Tem Whitehead added we just had a big concern about the helicopter coming in and out with the hospital and how often they would be flying over. Will it be once a month, every two weeks? What is the impact? Mayor Green responded he was told 22,000 soaring's a year. They have to be trained, but why in our area?

Commissioner Frankel would have one concern that may be far-fetched, but would 20,000 sonic booms cause damage to the 100 year old dam? Mayor Green responded also to that point in this document, they talk about releasing chaff which is magnesium strips that light up and supposedly burn up. But he just wishes they would move it over 10 miles.

Mayor Pro-Tem Whitehead moved to approve authorizing staff to write a letter to Holloman Air Force Base addressing our concerns for this occurring over our lake and town. Commissioner Hechler seconded the motion. Motion carried unanimously.

Mayor Green will make sure Jay gets the letter.

J. REPORTS

a. City Manager

1) We are in the process for the final hire for the Tourism/Event Coordinator. He learned some of the Lodger's Tax members have decided not to serve which provides a great opportunity to revamp that board along with the Tourism/Event Coordinator.

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2) September 27th & 29th we have a request for the Legislative Finance Committee to use the Civic Center. This brings up an interesting thought that we might want to consider refurbishing the PD building and moving our Commission Chambers closer and downtown. Just as a food for thought.

3) Next week, Police Chief Alirez, Clerk-Treasurer Cantin, and he will be attending the New Mexico Municipal League annual conference.

b. City Attorney

City Attorney Rubin had none.

City Attorney Appel offered as a former Air Traffic Controller who worked a lot of F-16's at Luke Air Force Base, to review the letter to HAFB. City Attorney Rubin said that might be more helpful than him doing it.

c. City Commission

Mayor Green

- 1) Mentioned the article about Jr. Lifeguard who saved the life of a four year old at the pool. A young man, 11 years old, jumped in and saved him. Great job to the newspapers.
- 2) The Hot Springs High School Environthon Team took third place at nationals. The dignity these students bring to themselves, their families, and our community is great. Congratulations!
- 3) Grants Projects Coordinator Burnette did a great job at the NMDOT meeting.
- 4) 40 Relocation Packets were put together for the Virgin Galactic group. We offered them van tours, to take them around and show them where they are going to live. All Las Cruces did was a three line email with a link directing them to their website. So he thanked staff on Monday with Clerk Cantin, Angela Torres, and Priscilla Fuentes who helped put the packets together. We can't fight big city, dollar for dollar, but we can still show them what we've got.

K. ADJOURNMENT

Mayor Pro-Tem Whitehead moved to adjourn at 12:13 p.m. Commissioner Hechler seconded the motion. Motion carried unanimously.

Passed and Approved this ____ day of _____, 2017.

Steven Green, Mayor

ATTEST:

Reneé L. Cantin, CMC, City Clerk



E.2

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

ITEM:

Approve the minutes of the City Commission Regular Meeting for August 23, 2017.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 09/13/2017

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, AUGUST 23RD, 2017

A. CALL TO ORDER

The meeting was called to order by Mayor Steve Green 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. Steve Green, Mayor
Hon. Sandra Whitehead, Mayor Pro-Tem
Hon. Kathy Clark, Commissioner (by telephone)
Hon. Rolf Hechler, Commissioner
Hon. Joshua Frankel, Commissioner

Also Present: Juan Fuentes, City Manager
Renee Cantin, City Clerk-Treasurer

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

2. SILENT MEDITATION

Mayor Green called for fifteen seconds of Silent Meditation and asked us to keep our past Clerk Judy Harris and her family in our thoughts and prayers for the loss of her husband Doug this week.

3. PLEDGE OF ALLEGIANCE

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

4. APPROVAL OF AGENDA

Mayor Pro-Tem Whitehead moved to approve the agenda. Commissioner Frankel seconded the motion. Motion carried unanimously.

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

Mayor Green called for Public Comment, noting those wishing to comment would get three minutes, may only approach the podium once, and any material for the Commission was to be left in the black box by the podium.

Commissioners have received emails from those who could not be in attendance and they asked them to be read as a part of the public record. Commissioner Hechler added as a matter of procedure, he has reviewed all of the comments and they are well under three minutes, so he will not be timing them.

Anna Lehnert email, read by Mayor Pro-Tem Whitehead related to:

1) Explosions at the Gun Range. Her name is Anna Lehnert, a home-owner on Yucca St. She would like to voice her objection to the explosions at the Gun Range. These events are well beyond the intended use of the Gun Range and are becoming bigger and more frequent. She thinks they should be prohibited. If they are to continue, the city needs to accept the responsibility of the proximity to the Interstate Highway, where unsuspecting drivers are traveling at 75 mph. She thanked them for their consideration.

An Anonymous Concerned Citizen message read by Commissioner Hechler related to:

1) Explosions at the Gun Range. She is all about people exercising their Constitutional rights to blow stuff up and shoot giant guns, but it seems to her that there might be a better place to do that within city limits. She realizes that Impact Ministries and the local LEO's did what they did legally, and gave notice, but it sounded like WW 3 out there. The veterans at the Vet's Center probably did not have a very good day; her pets were terrified; and it seems excessive, as well as dangerous, to use tannerite within city limits. After just very minimal and limited research on tannerite she would question the use of it so close to ANY population. She also realizes that notices about when and where the explosive celebration was going to take place were supposedly posted in three Facebook groups, yet, most of the population here is older. Many of them don't even use Facebook. She is on Facebook a lot of the time, and even she didn't see anything posted beforehand. She had to go to one page to ask about the explosions. She doesn't live far from the Shooting Range, so it was concerning to hear what sounded like cannons being fired. People were commented that they could hear it at the Lake. One resident had her window shatter, and another, who is also a veteran, said it shook him up and his dog as well. This also happened at a time when U.S. tensions are running high, right after a Nazi rally turned violent, and the country is more divided and scared than it has been in a long time. She would never suggest that such a fine, godly church such as Impact Ministries, not be allowed to blow stuff up. However, perhaps they could take the explosives out of city limits, into the vast area of unpopulated land that literally surrounds us for miles in every direction? Or at the very least, they should not just post warning on Facebook, but also in the paper with enough notice, and maybe on the radio? Perhaps they should directly inform the Veterans Center, and the local animal groups, and businesses, so that people who do not belong to the church and those specific Facebook groups can also have notice?

Shirley Corrons read by Mayor Green related to:

1) Explosions at the Gun Range. She was on affect by the loud booms from the tannerite. Her windows rattled. Fortunately none broke. I am on Yucca Street. It also was loud over on Simpson and Nickel. I had to go put my daughter's dog in the house because he was freaking out. This same things happened about a year ago by the same people. She would like something to be done to prevent this happening in the future.

Susan Moore read by Mayor Green related to:

1) Explosions at the Gun Range. First she wanted to say that she knew the Gun Range was located near her house when they moved here and she has no problem with that. What she does have a problem with is the use of tannerite, an explosive. During the recent use of tannerite at the Gun Range by Impact Ministry, shocks and noise were felt/heard at the Veterans home, by the river and on the other side of town. People and animals were adversely affected. Someone's windows were broken. There were some complains from people, especially veterans, who are afflicted with PTSD. Her whole house shook and her animals were terrified. Her first thought was it was an earthquake. She understands the sport of shooting guns, but doesn't understand the idea of explosives at all. He thinks tannerite needs to be banned from the Gun Range. Tannerite's own website discourages using an around neighborhoods or towns. If blowing things up, specifically targets, is needed by the church, the Police and others, please find a place away from other people and town to do it. Everyone shouldn't have to suffer for the needs or wants of a few.

Destiny Mitchell, 815 Kopra read by Commissioner Frankel related to:

1) Explosions at the Gun Range. First, the window-rattling, animal-freaking, PTSD-inspiring, actions of Impact Ministries, which took place a few weekends ago sincerely made quite an impact on many community member in close proximity to the shooting range on North Kopra. However, it was also felt in downtown T or C and all the way out on east Third. She is all for the celebration of ones faith, however many people felt uncomfortable and uninformed about their practices. Her suggestion would be to maybe move them out to say the gun range, or maybe somewhere out towards Engle or the Spaceport, instead of in T or C's backyard. Should their rituals be allowed to continue, it would be nice if notice was given, specifically to the neighboring residents, possibly with complementary noise deafening ear mugs, so that people are at least adequately prepared.

2) Renovation of Pool Cover and a new pool. Second, she will suffice ot say that we have spent well over a million dollars in the past 10 years with renovation, upkeep, and the pool cover to ensure the pool is open all year around, as was the residents desires. She knows several years ago there was talk about partnership with the schools to build a new pool. She is not sure where the Commission stands on that issue but it seems a waste to her, to go that route, which indeed would take many many more years and lots more money, when the only thing holding our current pool from lasting another 20 years, is a pool resurface, to the tune of about \$70,000 based on previous quotes. Every year the state inspector requests a resurface, and many people feel it would be in the best interest of the City to fix our old pool instead of abandoning it in pursuit of a new and improved one in the future. It is analogous to buying a new car, if you never rotate the tires or change

the oil or maintain it, you'll be buying a new one sooner rather than later whether you want to or not. Thank you for your time.

Susan Brandt, Cobblestone addressed the Commission related to:

1) She wanted to take time to thank everyone for their support, they had their first Triathlon. It was a hit and a success. Everyone had a great time and they got it done which was the greatest thing. She had five cases of butterflies she was willing to share the week before. The City Clerk's Office, the Parks Department and Don with the overall Supervisor were all great. The only problem, even though they did meet with the Police Chief on Monday, was they did not have any Police coverage for that. Even though there were Officer's at the Police Station, they pointed down to the area and then got in their vehicles and left. The person who saw them do this couldn't be here to support her today because she had surgery yesterday. The weather was down pouring at 3:30 at Sonic, they called everyone to help get the barricades up. But people did not stop, they would slow down and go around the barricades, but it creates a hazard. She did have a \$1 million insurance policy that protected her and the city was listed as a secondary insured as required. So the city was protected, but she hopes it is something that's looked into because next years triathlon will be August 11th. They already have businesses from outside of the market that are volunteering to be sponsors for the event, so it's going to be even bigger and better next year. They already have everyone who completed this year, signed up for next year, and already have 15 people who have showed interest in competing next year. And the last thing she has, is she wants to give notice that she will be talking to the city between now and the 15th of next month because the Cobblestone will, once again, be having their Pie in the Face fundraiser at the County Fair. Thank you for your time and you all have a nice day!

Debbie Jo Pipkins, 2335 S. Broadway at Winter Haven Trailer Park addressed the Commission related to:

1) They are having issues at the Trailer Park and nothing is getting done. We need to get something done because all of the people are moving out because they got evicted because they complained about the trailer next to them. It was supposed to be moved 15 feet from their trailer and in the back of it, it's 11 feet. Nothing's being done with it. She's talked with the CEO, he told them they could have the trailer there, and it's illegal. They're not even from here, they're from Albuquerque and are here to make a buck. They don't care what happens to people who live here. She also got evicted just because they are here and just put a \$5,000 ramp on her trailer.

Isaac Eastfolde, 301 Silver addressed the Commission related to:

1) Moving from Albuquerque and is very happy to be here. He explained the property they purchased. In the time they've been here, they've identified 41 species of birds on the property which is a very good indicator of the very healthy Chihuahuan Desert ecosystem. And just in short walks they have found fossils, archeological sites, three different types of geologically significant eluvian. Three desert willow wash and one species of cactus coripanthus which is rare to Sierra County and usually only found south of the border. As the Commission may know they live right across from the school. And those children need to know where they live in the desert, and the rich ecosystems that

exist here and the processes around them. It's an ideal opportunity to create an education preserves for the school and for the community. Some of you may be familiar with the Sonoran Desert in Tucson. He thinks there's a potential for something like that here. The Chihuahuan Desert is a treasure as are the Healing Waters, but perhaps unrecognized treasure. We're concerned when we hear about impacts that don't belong in the city limits taken out into the open desert. Well the open desert is a great resource too and needs to be looked upon that way, and they would like to work with the city and any interested groups to see what can be done on that. The land a private ownership and the land would have to be purchased, so there would be a fundraising issue. The time they lived in Albuquerque, they managed to lead the effort for the 7200 acre Petroglyph National Monument. The President gave him one of two pens they used to sign the bill. And when they lived in California, they led the effort to trade a 1,500 acre City Wilderness Park which was the second largest in California. Mayor Green thanked him for his time.

Sharon Eastfolde addressed the Commission related to:

- 1) Seconded her husband's opinions about the Chihuahuan Desert. It's one of the reasons they moved here was this beautiful vast expanse of open space and wilderness surrounding our home. The other thing she is interested in is the pool. She swims and has arthritis and swimming as we get older is one of the best forms of exercise. She understands the average population here is 55 or older so keeping facilities open like that are crucial to the aging population. So whatever it takes to keep the pool open, she supports that.
- 2) They live by the hospital and noticed not a single person who drives there follows the Speed Limit sign. Now they have these multi ton trucks delivering dirt through the school zone. You have trucks and parent traffic and she thinks it's something waiting to happen. They call the curve down Silver Deadman's curve, it's a blind curve and a potential hazard. The other thing is there are no sidewalks for children or elderly people. One gentleman in his motorized wheel chair comes up and down the street to the hospital and he had an umbrella yesterday, but her hearts in her throat when she sees him with all of this traffic going around. She would hope when they look at the streets and pothole issues, that they would consider sidewalks that help people get to those schools and facility in that area.
- 3) She would hope they will look at the value Truth or Consequences has in open spaces around here. As you look to relocate loud explosion things, please don't consider the desert as a dumping ground. It's a beautiful delicate environment that is worth investigating and teaching your children about.

Ron Fenn, 316 N. Foch addressed the Commission related to:

- 1) Thanked Mr. Frankel for his response to his comment last week. However, it was not directed at him, he is doing exactly what he would expect him to do, pay his own way. This was directed at those who are taking money from his fellow citizens and him for their own personal use. That needs to stop.
- 2) Secondly, he wants to talk about G.1 the discussion of funding mechanism for streets and potholes. Mr. Green, he's done a little checking and it seems that in the last ten years of his tenure, the city has spent \$8.2 million for the Street Department. He would like to know how much street work that entailed. It seems to him a big figure for pothole repair.

3) One of the problems is we have an elephant in our midst that needs to be dealt with. How do you eat an elephant with a spoon? It takes a lot of planning, thought, and consideration and can be done. But this community doesn't have any concept of well lets see, we do some preservation, and we do some storage and pickling and trying, we can have food from the future from that elephant. Instead we look at it until it decays then we have to dig a hole and bury it. Our management of this city is such elephant with a loan application in one hand and a begging bowl in the other. And that's supposed to resolve the problem. That is not going to resolve the problems in this community. Critical thinking, some long range planning, and some action. Not at the cost of borrowing that money and paying a premium for that money. The money we are proposing to spend on the Police Station for instance is about \$20,000-\$30,000. Why not put that toward Water or Sewer line replacement or Utility replacement. Oh we want to do the whole thing at once, that's not logical thinking. Because what happens if you do it all at once, in thirty years you do it all again.

Klaus Wittern, 618 Charles addressed the Commission related to:

1) He would like to address H.3, he believes the title of what is being attempted is misdirected. He thought that was in regard to the Impact Fees and now it's PUAB and those are two different boards. More importantly should that not be applicable to all boards. There is such an attempt to basically restrict and when it goes to the public hearing you will hear from him again. People who have a conflict of interest may very well have elements that can be discussed and should be discussed for the benefit of the public and should not be discarded. He certainly agrees if there's a true conflict the individual should not vote on that subject, but the discussion is in the public's interest and that need to be delineated from that ordinance.

Randall Lawson, 701 Poplar St. addressed the Commission related to:

1) At 700 Locust Street, you've got an idiot who would not pay his \$4,000 Utility Bill, and runs his generator 24 hours a damn day. He has trash piled up in the yard. He can't have water so he doesn't know what they use for toilet facilities. If he is in the house, he can't hear a thing, but he can't enjoy the outdoors. That's why he is here in T or C, he's here for the peace and quiet. Not listening to some generator going 24 hours a day. He doesn't know if we are doing anything about that, but something better be done soon.

2) That's not the only problem. One half block away at 613 Locust there's a doublewide trailer that's been used as a rental property and has been boarded up for six months. He went down there when they first moved out and talked to Code Enforcement who said they have two months to clean it up. But the people who own it gave it back to the bank. He doesn't care who has it, you've got two months, you clean it up. Well it was cleaned up and all of the windows are still boarded up to this day. Now, he has to go to the Police Department to make a complaint which he heard nothing about that.

2) His last and final statement is the Pool. It looks as if the money for resurfacing has disappeared. He added, "Either this thing gets done, and if Mr. Fuentes will remember, Mr. Lawson told him, he could be his biggest supporter or he could be his worst nightmare. If this pool closes, believe him, he promises, he will be all of your worst nightmare. Thank you very much. He appreciates it."

Beverly Turflote, 170 Juniper addressed the Commission related to:

1) It's such a delight to be before you again. And she can guarantee it will pretty much always be about Parks & Recreation because she believes it's such a critical asset to any community. For a variety of reasons, health, lowering crime rates, and a number of things. She swims at the pool, three to five times a week. Actually, if she had to choose between the Tennis Courts and the Swimming Pool, she might actually choose the swimming pool. She has a few statistics. Drowning is the second leading cause of death in children under 17; and lower income children are at twice the rate of drowning. And we obviously live in a community that has a lot of lower income families and children. It's critical to have a pool and teach adults and children how to swim. The first idea of public recreation was established in the Sand Gardens in Boston in 1885; the first playgrounds in 1906; and the WPA between 1930-1940 began establishing the importance of pools in cities and rural areas. This establishes a precedence of what a gem it is to communities. As was said before, we live in a community who have a lot of seniors who are unable to do any other type of recreation. She knows of three people who sold their home and moved out of the community last time it was closed. She also did some research on how it impacts realty sales and prices, as far as, community services, pools are at the top of the list.

Carole Wheeler, Corbett St. addressed the Commission related to:

1) Dog Park project. She read the Petsafe Grant award letter for \$10,000. This is a result of the very beginning of PALS. She thanked everyone in the community, the city and Chief for listening to her and for their support and the Recreation. They requested a new timeline action plan which she just submitted and thanked everyone for their support, the Recreation Department, the Parks & Recreation Advisory Board, and Linda DeMarino for helping her make her application a soft and great application.

Colly Sue Lawson, 701 Poplar addressed the Commission related to:

1) She is here to speak on behalf of the city Swimming Pool. She read a note from Alice Hutchkins, 408 N. Magnolia from the aerobics league about the use of the pool. When she moved here about a year ago, the city pool was the first area of connection. It was open early in the morning, there were different classes to choose from and was inexpensive. She quickly made it a daily part of her routine and made many lasting friends there. She had also just gone through extensive knee surgery a few months before and the water therapy made a huge difference in her recovery. Over the last year, she realize her experience was not unique. Patients at the pool call each other by name, making room for each other as they do laps or strengthening for exercises in the deep end. Many people there are only able to do exercises in the pool due to physical limitations. It's fun to go in the afternoon to see the children relaxing and cooling off. The Pool Managers have done a great and good job in offering reduced price days for seniors. It saddens her to hear of all of the controversy over the management and controversy at the pool. She felt very discouraged when a new Pool Manager was not hired after Destiny Mitchel left. A valuable resource like the city pool needs the commitment of city leaders for its maintenance and funding. It is unique quality of life assets that enhances the life of our most valuable citizens, the elderly and the children and the infirmed. She encouraged them to find the money to man the pool and the wherewithal to make the Manager a priority. She for one, will make an effort to continually use the pool and support the

Friends of the Pool in any way possible. And hoping her willingness to do so will be an encouragement for others to do the same.

2) Ms. Lawson also wanted to say she totally agrees with her, there are so many older people who need the pool. And she hopes they will find the money to resurface or whatever they can do to pass inspection.

Susie Buehler, 303 Main in Lower Cuchillo Creek23 Pistachio Dr. addressed the Commission related to:

1) She did experience the explosions out where she is and it made her horses run around and it was frightening.

2) She wanted to throw in a big pitch for the Pool it is a gem, as Beverly stated. She has met so many people there who have come to our hotels and have come to swim at our pool. And we need to keep that pool, she implores them. She didn't properly address them and did so now and she thanked the Commission and asked them to please keep our pool.

3) She had one other thing to say and will at another time.

Linda DeMarino, 618 Lincoln addressed the Commission related to:

1) She said two things come to mind. It's really kind of a tie-in with the potholes and the pool. She read last week in the newspaper we just mailed out 40 relocation packets to Virgin Galactic. They will need places to live and we have to have a place that has the amenities they are looking for and we have to have our best foot forward. Because if they're coming to town we need to have fitness options in town and it would be a huge detriment not to have the pool. We need to tie those things in and we need to have our act together if we are looking at attracting people.

Cathy Rosinquist, 811 E. 5th Avenue addressed the Commission related to:

1) She has lived here two years before she bought her house here. She lived in the Michigan area and Chicago area half of her life in each place. When she came here, it was a very spiritual feeling when she first came here. Then she started thinking about buying a house here and she did her homework, the prices and taxes are low. One of the biggest reasons she bought here is because they have a pool larger than an Olympic pool. This community is very much a place for tourists to come and use the Hot Springs and the pool, and to increase the value of the town itself. It would such a big mistake not to take care of the pool. We need that pool very much. We need it for the Senior Citizens, for the children in the summertime, who wouldn't have anything if they didn't have those two free days a month. Please resurface it or do anything you can to fix it up. If not, she's afraid we will have a lot of people sell their homes. And these are people you want here.

Police Chief Alirez addressed the Commission related to:

1) He wanted to address one and say they are aware of the home that Mr. Lawson mentioned. One of the problems they face in the Code Enforcement is a lot of the homes are rentals and the owners don't live here. Mayor Green interrupted asking for order in the room because some audience members were talking. Police Chief Alirez continued they have reached out to the owners. He gave Mr. Lawson his card and asked him to please come see him so he can bring him up to speed on the properties he mentioned.

Melanie Anderson, new Tourism & Event Coordinator for T or C introduced herself to the Commission.

1) She is looking forward to working with the City and the People and Citizens of T or C to promote it. Her background is marketing and advertising and she also owns a resort currently in Wisconsin so she has a tourism background. She came to T or C as a snowbird, but she also enjoys the pool as well. So she also believes in the pool. She just wanted to introduce herself and let them know who she is.

D. RESPONSE TO PUBLIC COMMENTS

City Manager Fuentes wants to respond specifically in regards to the pool. It seems there may be some misinformation out there about the pool. There has been no discussion about closing the pool. Over the last months and weeks, he used to receive calls about the operation of the pool and now, he's not receiving those calls and is hoping things are getting better. He wanted to address Mr. Lawson about the money, there was never any money specifically allocated for the resurfacing. There was talk about what it would cost and if it will make it on the budget and it has not. He has not heard anything from the state. As far as he knows, the pool is operating the way it should be operating, there is no information from the state, so things are moving along. There has been no discussion or intent to close the pool or doing anything else. The project they referenced about the pool, there was an original feasibility study but that didn't go anywhere. The school is moving forward with its fitness center but the city is not doing anything in regards to a pool. It still stays where it is with the funding that is available. He invited the public that part of the process for the ICIP is to identify projects the community has a high interest in, as well as staff and the Commissioners. Over the last couple of years, the infrastructure has been at the top of the list. That's why they have been pushing with funding agencies. It's also why the Mayor put the potholes on the agenda. We understand the pool is important, but it's a quality of life project and we need to look at other things that need to be done also.

Mayor Green welcomed Ms. Anderson. Her success will be our success. He announced great job to Carole & Linda on the grant. Welcomed Mr. & Mrs. Eastfolde, before they moved to town, he and his wife lived on the Bosque de Apace Wildlife Refuge, he let them know they can get his contact information at City Hall or in the phone book. He would love to talk to them and let him know they do birding events down here during the festival of the cranes. He was a board member for ten years when he lived on the refuge. He loves their enthusiasm and welcomed them to the town. He does support City Manager Fuentes's position and was amazed that he did not see one email about issues at the pool. He doesn't have the authority to speak for his fellow Commissioner's, but for him personally, that pool is an asset that keeps people here and attracts people to our community. You cannot turn a profit on everything that you do, but if you don't do it, you will lose population. He would appreciate them staying here for the ICIP where they prioritize what they envision as the needs of the community.

E. CONSENT CALENDAR

1. City Commission Regular Minutes, July 26, 2017
2. City Commission/PUAB Joint Workshop Minutes, June 28, 2017

Mayor Pro-Tem Whitehead moved to approve the Consent Calendar as noted. Commissioner Hechler seconded the motion. Motion carried unanimously.

Mayor Green mentioned he asked Commissioner Clark if she had any response to public comments when she was not on the phone and offered her the opportunity at this time.

Commissioner Clark in response to public comments in support of City Manager Fuentes' comments. It was she and Commissioner Richter who were looking into building a new pool because of the condition of our pool at that time. Very honestly, they were looking at it for \$70,000 and it turned out to be more like \$120,000. None of them were ever considering not having a pool or any intention of shutting it down. They were just looking at options.

Mayor Pro-Tem Whitehead wanted to state for the record, although she was not at the July 26th meeting, she listened to the recording and feels she is able to make that motion.

F. ORDINANCES, RESOLUTION, & ZONING

1. Discussion/Action: Ordinance No. 686 for publication authorizing issuance and sale of up to \$2,500,000 City of Truth or Consequences Municipal Gross Receipts Tax Revenue Bonds for the purpose of constructing, purchasing, furnishing, equipping, rehabilitating, making additions to or making improvements to a Law Enforcement Facility or purchasing or improving any ground relating thereto, including but not necessarily limited to acquiring and improving parking lots, or any combination of foregoing. Juan Fuentes, City Manager

City Manager Fuentes introduced Linda Melendrez who is assisting George K. Baum and the New Mexico Finance Authority on this project, and turned it over to her.

Linda Melendrez, is serving with bond counsel in looking at the proposed ordinance. She explained the redlined changes have been submitted to the Commission for approval. What we are doing now is the preliminary step, but they received word from NMFA that what we would receive is a \$2.196 million and the interest rate is going to be a 2.4%. The closing date would be October 27th and the revenue that is pledged is the Municipal Gross Receipts tax. The loan agreement and intercept agreement will be brought to the next meeting for approval. The ordinance goes to the terms you are agreeing to and the loan agreement has more specific information and the scheduled in it.

City Manager Fuentes said for additional information for the public. The revenue source that will be used is the Police Department Gross Receipts Tax that is already in place. We are taking a little bit of that GRT to pay for this. One of the questions he was asked

he wanted to respond to. This is a loan, but the ordinance does use the word bond. Just for clarification, he asked Ms. Melendrez to explain the the process NMFA follows.

Ms. Melendrez explained there is two different ways to get the money and they decided the best way is through the NMFA, who has the bonds. The City would do a loan through NMFA bonds, they have already acquired and the city would pay back the money through the state with the GRT money over a period of time.

Commissioner Clark thanked City Manager Fuentes for clarifying that ordinance and for the input. At the last meeting we discussed the City of Truth or Consequences does not have a bond rating and we are not putting out the bond for this, we are actually going with a loan and intercept. So how did we get to the \$2.5, is that the cost of the overrun? If we already have the $\frac{1}{4}$ of 1% that has already been calculated. Second question is, the last time it was discussed the cost was \$1.93 and she just heard \$2.something. And what effect does that have on the annual debt service? And the other question is, Would it not be a good idea to reference the public safety GRT in that ordinance so we cannot be as vague with the revenue source?

Ms. Melendrez responded the ordinance they are requesting to put into place would be for up to \$2.5 million. The reason they did it this way is that was what the board approved earlier this year. This is the number NMFA approved. NMFA will be revising those documents. They will have the loan agreement and intercept agreement before the next meeting for their approval. Those will have the exact amounts and true interest costs. Unfortunately, she's not the person to talk to about true interest costs. The term sheet she is looking at is several weeks old and the next documents will have that information. Regarding the ordinance and summary, she is happy to include the intercept will come from the Police Department GRT.

Commissioner Clark said the only issue that she has, is at the last meeting, the city Commission approved to go through the NMFA based on what was presented to them and if we are going to go to the \$2.5 million, will be need to revisit the motion we made to change it.

Ms. Melendrez responded she is sorry if she did not make that clear. The loan is It's not to exceed and up to \$2.5 million, to ensure there will be enough for the actual principal amount. She reiterated again, the final will be given to the board to review with the exact numbers of the principle amounts.

City Manager Fuentes responded the Commissioner's already gave approval to go forward with the \$2 million project, as you are aware, there are fees that go up to \$2.5 million, but we are not going up to that amount. Commissioner Clark asked again if they need to change their motion or their direction that was given before. City Manager Fuentes responded when that ordinance comes back, it will have the previous information. Right now it's the general ordinance to approve going back for final numbers.

Commissioner Clark still feels vague and is sorry she couldn't be here today.

Mayor Green has had a couple of phone calls and is glad City Manager Fuentes explained it. This is not an additional Gross Receipts Tax, around 2011 we voted and it went into effect January 2012 to build a solid constituency for our department to be allowed to serve the needs of our community. It is dedicated money from an existing budget. As City Manager Fuentes said we cannot take that money out of the police department to use for potholes, it's strictly for the Police Department. There will still be money to pay the loan and give the department the flexibility to use the remainder.

Commissioner Clark moved to approve Ordinance No. 686 for publication authorizing issuance and sale of up to \$2,500,000 City of Truth or Consequences Municipal Gross Receipts Tax Revenue Bonds for the purpose of constructing, purchasing, furnishing, equipping, rehabilitating, making additions to or making improvements to a Law Enforcement Facility or purchasing or improving any ground relating thereto, including but not necessarily limited to acquiring and improving parking lots, or any combination of foregoing, adding this is from the Police Department GRT moneys for public safety. Commissioner Frankel seconded the motion. Motion carried unanimously.

2. Discussion/Action: Ordinance No. 687 for publication adding Section 2-276 providing a procedure for the recusal of Public Utility Advisory Board Members. Jay Rubin, City Attorney

City Attorney Rubin wanted to clarify both items on the agenda. Initially, when getting prepared for an agenda, he does get calls as to whether there may be a conflict of interest. He tried to come up with some proposed language to help with recusing themselves from a meeting. He read section 2-276. Recusal. A Conflict of Interest is also covered in the Governmental Conduct Act under section 10-16-4.A. He was trying to put together that if it would appear to the public that it could be a conflict, the person should recuse themselves. He also addressed the public comment that was made. If the person feels there's a conflict, it's appropriate for them to leave the room. Reason being they could influence the discussion. That's the way we have been doing it and it's been working well. Finally, this ordinance has been directed to the PUAB and then the plan would be to extend this to other boards.

Commissioner Clark said her understanding is, she's looked at a couple of things, the state legislators just say they have a conflict and don't have to remove themselves. If there is going to be a personal financial interest or an immediate family member. She asked why we are just going to that board and not including all boards. City Attorney Rubin doesn't disagree with her, it was discussed with management and it was decided to just start with one board at this time.

City Manager Fuentes said if this wording is approved by the Commission, you can approve this for publication or they can go back and change all of the boards and committees and come back with one that puts this language on every single board.

Commissioner Clark thanked City Manager Fuentes for that explanation. The two main issues are if it's a financial conflict or a personal conflict and she thinks this could also carry over to the City Commission to remove themselves from the meeting when they recuse themselves. She would object to just taking on the PUAB at this moment

City Manager Fuentes let her know the similar item related to the Commission is further down on the agenda under the Commissioners Rules of Procedure, where the same language would apply to the City Commission.

Mayor Green added during the agenda review, in light of not spending too much of taxpayer money on all of the ordinances, they decided to just spend time on one board, to see if it was the will of the Commission. Commissioner Clark responded she agreed it's a great idea and the Commission should fall under that also. Mayor Green said it's under item H.3.

Commissioner Hechler moved to approve Ordinance No. 687 for publication adding Section 2-276 providing a procedure for the recusal of Public Utility Advisory Board Members. Mayor Pro-Tem Whitehead seconded the motion. Motion carried by a vote of 4-1-0. Commissioner Clark voted nay.

3. Discussion/Action: Resolution No. 06 17/18 adopting the Infrastructure Capital Improvement Plan (ICIP) for FY 2019-2023. Traci Burnette, Grant/Projects Coordinator

Grant/Projects Coordinator Burnette reported on August 9th the previous list was provided. At this meeting the final list must be adopted by the Commission. The ranking order is not as important, the city has received funding for items that are lower on the list. She reviewed some items on the list, including Water Department items and priorities for those and the streets that are better to address. This has to be completed before the 1st of September.

Mayor Green has a couple of questions. The Animal Shelter has been funded, correct. Grant/Projects Coordinator Burnette responded, if we receive more funding, we could put it towards equipping it. So we may not necessarily want to remove it, but it's up to the discretion of the Commission. City Manager Fuentes added the construction portion has been funded, so we may want to move it down.

Mayor Green Airport Fuel Farm, Schedule 3. Grants Projects Coordinator Burnette responded we have not received funding for that yet, but we are waiting on final word for the official funding.

Mayor Green added we did hear how important the pool is to the citizens. Mayor Pro-Tem Whitehead said it's not here but she thinks we should add it. City Manager Fuentes said on the second page is the ICIP process is requiring us to be more specific on the projects. In some places, there is a line for citywide water projects, we need to include more individual projects. Mayor Green said with his recommendation, we should put

CITY COMMISSION AUGUST 23, 2017 REGULAR MEETING MINUTES

Swimming Pool. City Manager Fuentes said it could be T or C Swimming Pool Rehab. That would be plenty of detail.

Mayor Pro-Tem Whitehead said her thought process is our utility infrastructure which is important to our community. We are losing water and it's a valuable resource. We should look at putting all of our utility infrastructure at the top of the list and then again the pool is a vital part of our community and we need to include it.

Mayor Green asked if she can go down the list and pick out the ones she has heard is an ongoing drumbeat to help us start prioritize.

Mayor Pro-Tem Whitehead doesn't have anything particular other than the utilities and water lines.

They discussed the following items.

Water line replacement

City wide Storm Drain Improvements

Electrical Main feeders upgrade

Pole Replacement Program

Wastewater Treatment Plant renovation, need funding for phase 3. Drop down on list

Swimming pool renovations

Grants Projects Coordinator Burnette added in the past the Commission has picked the top five or six and staff filled in the rest of the list. Mayor Green said that's what he would suggest, otherwise this will be a dinner meeting.

Commissioner Clark agrees with Mayor Pro-Tem Whitehead and her comments.

Commissioner Hechler agrees with Mayor Pro-Tem Whitehead. These are the things he hears a lot about that we need to pay attention to:

Water Line replacement

Storm Drainage

Pool renovations

Sidewalks & signage in the community

Parks – provide recreation for our community and are the less expensive with a bigger impact.

Mayor Green said he's not at liberty to talk about sidewalks, but there is something in the wind that will be coming forth.

Water line replacement

Storm Drain improvements – downtown.

Electric Main Feeders & combine with Pole Replacement

Swimming Pool resurfacing

Cook Street Water Treatment Facility. Grants Projects Coordinator Burnette added that should stay and needs to be funded.

Commissioner Clark suggested city wide broadband, hospital expansion, Senior Citizens Complex. Not that she would put that at the top. Mayor Green believes the new hospital has been taken from the GRT. We won't be on the hook for additional monies for the hospital. Commissioner Clark asked about where the Senior Citizen's Complex came from. City Manager Fuentes said the hospital can come off the list and added to keep in mind, some of these projects have been on the list for years. We may want to start earlier next year and remove some of the projects that are on the list to clean it up.

Mayor Green added citywide broadband could also be for our visitor's and tourists. We might want to look at using part of the Lodger's Tax money for that because it's a tourist attraction. It's just an idea he is planting in City Manager Fuentes's head. Commissioner Clark feels it's a good idea and would be in everyone's best interest.

Mayor Green moved to approve to move forward with submitting the ICIP in a timely fashion and prioritizing the projects they listed as prior Resolution No. 06 17/18 adopting the Infrastructure Capital Improvement Plan (ICIP) for FY 2019-2023 with the priorities being:

Water line replacement

Storm Drain improvements – downtown

Electric Main Feeders Pole Replacement

Swimming Pool resurfacing

Cook Street Water Treatment Facility

Citywide Broadband

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

Mayor Green likes City Manager Fuentes's suggestion to have a workshop down the line to clean up the list for future funding.

G. UNFINISHED BUSINESS

1. Discussion/Action: Funding mechanism for streets and potholes. Steve Green, Mayor

Mayor Green said first, the punchline is, to put an item on the ballot to issue a General Obligation Bond for streets and potholes and let the citizen's decide if they want to issue one to do this. He explained how we could get there. The Streets Department has approximately \$140,000 a year in GRT. Every year the Department of Transportation allows the city to apply for the Local Government Road Fund which fixes about 800 feet of a street. Somewhere between \$60,000 to \$70,000 with a 25% match for the award. He's going to say we have about \$190,000 and we'll say we are dealing with \$200,000.

That's how much Public Works Director Armijo has to deal with in his budget. Under Municipal Property Tax, we are the 12th lowest out of 106 communities. We get \$140,000 a year in Property Tax which is nothing. However, he's on a fixed income and has to

write that check twice a year and it hurts. But he wrote down the percentage and the city is getting \$38 a year out of his household money. That money goes into the General Fund, and he doesn't want to touch the General Fund money. He wants to start with the \$200,000. So if the Commission votes for this today what you are voting for is to ask staff to give us an analysis in sixty days to determine how much he and his staff can do in one year to make improvements. He also understands there is technology to find out if there are pipes leaking underneath the roads, and of course you have to fix that before the road. His point is, if the Commission feels comfortable with this idea, to bring it to a March vote by the public. His challenge to Public Works Director Armijo would be in sixty days to prioritize, mix up the city zones for different parts of the city. It's a time sensitive project that the citizens would help pay for. But he wants to make sure the citizens are comfortable with this and will be the determining factor as to whether we move forward with this. There is no other way to come up with this money other than this. City Manager Fuentes mentioned in a meeting yesterday that we borrow some money for the streets that we are still paying off. We talked about \$30 million to \$47 million in water replacement that is needed. If we can't take care of our own, how can we expect others to take care of theirs?

As you know we have lost money in Santa Fe and we can't expect them to bail us out if we can't put our own hands in our pockets. He reiterated if they vote for it, this would be to authorize us to go to publication for a bond to be decided by the citizens.

City Manager Fuentes thinks part of the task would be not just to identify the need but to indicate which methods need to be used. Last time it was all chip seal for the loan and a complete rehab is different. He also suggested involving Mark Valenzuela for the bond ordinance information and identifying a number and how the G.O. Bond process works. To put it on the balance it will require an ordinance and a specific time frame. Mayor Green added once staff gets back to him and tells us what it's going to cost for what our department can do every year, then we have to take that and equate it to what the increase in Property Tax would be for funding. City Manager Fuentes confirmed and said that is why we need our Financial Advisory Mark Valenzuela to help with the numbers. Mayor Green cannot see another way to have a visible impact on our community. And he is certainly open to any suggestions anyone has. Clerk-Treasurer Cantin brought up there would be a time schedule to get this on the ballot for March. If we don't make it for the March Election, then we would have to have a Special Election which will cost us \$6,000-\$8,000 and that's a waste of money. Or wait two more years for the next election cycle for 2020.

Commissioner Clark thinks the proposal that he's putting forward to the public is a good idea, if they are willing to tax themselves to have their road paved then they are making the decision.

Mayor Green moved to approve starting a process to authorize staff as to the discussion to get back to City Manager Fuentes in a timely fashion and work with Mark Valenzuela so the end result will be on the ballot in March to let the citizens decide. Commissioner Hechler seconded the motion. Motion carried unanimously.

2. Discussion/Action: SCRDA Contract and future participation. Juan Fuentes, City Manager

City Manager Fuentes mentioned this item was tabled at the July 26th meeting. He's pleased to report the meeting has been changed to the third Wednesday of each month and he extended his appreciation to the Executive Director Mickey and the Chair, and the other members of the SCRDA board for making that change.

Mayor Pro-Tem Whitehead said all she wanted was an update because it was postponed and put back on the agenda. And the public did not know what the final outcome was. She thanked him for the update.

Commissioner Hechler had a couple of concerns. His thought is perhaps we should look at our participation in SCRDA as to the money that is contributed to them. It seems there is equal participation from the communities, but unequal payment to SCRDA by all of the communities. Perhaps we should look at the representation on the board as to how much funding is provided. He wondered if we shouldn't revisit those contracts and look at our involvement as to representation. He thinks it will take some of the politics out of the foreground. Mayor Green said there was an article that mentioned the Hospital wanted to look into possibly have a voting member on that board.

City Manager Fuentes said the Hospital is also considering requesting to have a representative on their board since they pay a large amount, as well.

Mayor Green responded if you look at the Hospital Board, we have three representatives and own 40% of it, the County owns 40% and has three representatives, Elephant Butte owns 15% and has two representatives, Williamsburg owns 5% and have one representative. This is certainly not breaking new ice. He thanked Sheriff Hamilton and the board and Mickey for assisting in coming to an agreement.

Recessed at 11:07 a.m. and reconvened at 11:17 a.m.

H. NEW BUSINESS

1. Discussion/Action: Bid Award for the Airport Fuel Farm Schedule 3. Pat Wood, CPO

Central Purchasing Officer Wood presented the item. The bid opening was held on June 27th and only one bid was received. Delta Consultants are recommending the award to CSW Contractor's in the amount of \$242,063.73 pending grant funding from the FAA and the DOT Aviation Division

Mayor Pro-Tem Whitehead moved to approve ITB 16-17-007 Airport Fuel Farm Schedule 3 to CSW Contractor's in the amount of \$242,063.73 pending grant funding approval from FAA and the DOT Aviation Division. Commissioner Hechler seconded the motion. Motion carried unanimously.

2. Discussion/Action: Cell Tower Lease Agreement at Louis Armijo Sports Complex. Robbie Travis, Building Inspector

Building Inspector Travis presented the item. Sun State Towers is requesting to lease the property at the Louis Armijo Sports complex. It will be replacing an existing tower and putting the lights back on the cell tower at the same height. The property is in a T-1 zone which allows for towers as permitted by use by right. Staff is recommending approval of the lease that has been reviewed by City Attorney Appel.

City Attorney Rubin wanted to make a few comments. He knows City Attorney Appel has reviewed this, but he went ahead and looked at it. He asked them to look at page 2 of lease agreement. The two big questions in his mind is how long does this lease last; and how and when do you get the money for the rental. He referred them to specific sections of the lease agreement. He spoke with City Attorney Appel and he explained how the lease agreement is put into place and how much needs to be paid. If nothing happens in the first year, it kicks it automatically to the second year. You would get \$1,000 for the first year and second year, then it would go to \$950 per month starting with the third year. Then you would get the 10% increase for each year after that.

Commissioner Clark asked City Attorney Rubin if that was a long winded way to say he was uncomfortable with this. City Attorney Rubin said no not at all, just so you understand they are giving the Sun State the options and the only way to terminate would be if they are in default. There is not a provision to terminate the lease for convenience. Building Inspector Travis also responded one of the reasons they asked for the initial period is because they have to do environmental studies, reports to FCC, and different things. He added because they have been working on it for six months already, he thinks this will initiate within the one year period.

Commissioner Clark asked if we have looked into Sun Towers as the LLC in Delaware and asked if they can do the broad area going up to Water Tank Hill. Building Inspector Travis responded they are one of many acquisition companies but they would not be able to help us in the downtown area. This is for the West End of town and Williamsburg area. City Attorney Apple researched Sun Towers. City Attorney Rubin elaborated a little bit further. It's true during the option period they expect some states would be active. He would anticipate there will be some active investigations during this options period.

Mayor Green asked Robbie if he knows for a fact that 80' tower would not reach the downtown. Building Inspector Travis responded yes, he is almost positive of that. It's so far away, the Veteran's and Sierra Vista blocks it from coming downtown. Mayor Green mentioned to Commissioner Clark one of his businesses was not in Delaware, but he was licensed and incorporated in Delaware for tax reasons.

Mayor Green moved to approve the Cell Tower Lease Agreement at Louis Armijo Sports Complex with Sun State Towers. Commissioner Frankel seconded the motion. Motion carried unanimously.

3. Discussion/Action: Amendment to the City Commission Rules of Procedure related to recusals. Jaime Rubin, City Attorney

City Attorney Rubin added as we discussed in F.2 this will be the portion applying to the City Commission and that is what this does.

Mayor Pro-Tem Whitehead moved to approve Amendment to the City Commission Rules of Procedure related to recusals. Commissioner Hechler seconded the motion. Motion carried by a vote of 4-1-0. Commissioner Clark voted nay.

4. Discussion/Update: Gun Range guidelines. Police Chief Alirez & Don Armijo, Public Works Director

Police Chief Alirez announced a couple of weeks ago, we did have an entity in the city go out and detonate some tennarac which is not illegal to possess and it is used for target practicing and so forth. It's not conducive to the community or to that location to have it there. They were able to find some guidelines for the Adobe Hills Shooting Range, so the big question he had was who oversees this. It appears there were different organizations who did in the past. They would like to go over the rules, add some things to prevent this in the future, and put up signs. He will be contacting some other stakeholders also so they can be included. The signage will include the Police Department's number because they're here 24 hours a day, 365 days a year. And should they be having an event, we can have some input to make sure they are staying within the guidelines. They had over 51 noise complaints that day, so it definitely taxed our resources as well. And they were unaware of the event also. They will reach out and come up with new guidelines to bring back to the Commission, then we can make the change and make sure those using it are notified. He understands all of the problems with the animals, and are planning to revise the guidelines and do something about it,

Public Works Director Armijo said in the interim they were directed by City Manager Fuentes to put the no explosive devices allowed signs at the gun range. He is sure other gun ranges will start running into these things and it will be good to reach out with the other people and talk to them, in the meantime, they will get signs up and see what we will do with the decisions.

Mayor Green said if we have the information on our website on the Gun Range, we should add this information as well. He also added there are some tours being done by Sierra Grande where they will be going out into the desert where the Ladder Ranch is and next to the Airport. We should also when we try to find a place that will not have a negative impact.

Mayor Pro-Tem Whitehead would like to attend and suggested we put out a potential quorum notice so any Commissioners can attend when he meets with the Gun Club and other organizations. Mayor Green thanked them for the update and we hope we do not have a repeat of what happened last weekend.

5. Discussion/Action: To equalize the Airport GRT rate with the rest of the city.
Steve Green, Mayor

Mayor Green reported when he heard we were the fourth largest GRT in the state, it just didn't sound right to him. So he asked Clerk Cantin to get some information about it. When they looked at the list they realized the GRT rate was different at the Airport than it was in the city. There is no GRT on Hangar Rentals or AVGas, but we do get it for Jet Fuel. Right now the Airport is at 6.9375% and the rest of the community is at 8.500%. For manufacturing out there, it's a major asset owned by the LaFonte brothers that might be a economic development opportunity. He asked if the Commission was comfortable with this to authorize staff to move forward to take the necessary efforts to equalize our airport GRT.

Commissioner Clark mentioned so the city property when we put in the tax, how did the Airport get exempted from that. Mayor Green responded back in 2002 when we annexed that land, he thinks it was an oversight on someone's part to notify Taxation and Revenue to make that change. It has stayed at the same rate. There is nothing we can do to capture that lost money but we need to position ourselves to have an equal GRT with the rest of the city. He wants to make sure we are getting the maximum that we are able to collect.

Commissioner Clark said one, if would have to be done administratively in Santa Fe. And what does that mean to us if they are paying the T or C GRT rate. Mayor Green responded we met some some ladies from Taxation and Revenue and our Clerk-Treasurer can track to see how many people are paying their taxes in the city. Commissioner Clark asked about the amount. Mayor Green said take last week's budget, see how much jet fuel we sold and see the difference in the GRT Tax we collect now as opposed to the increase.

Commissioner Clark moved to approve to authorize staff to move forward to take the necessary efforts to equalize our airport Gross Receipts Tax with the city. Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

J. REPORTS

a. City Manager

Notice of Invitation Ribbon Cutting Ceremony for Workforce Solutions at the Nadyne Gardner Learning Center on Monday at 10:00 a.m. Staff has done an excellent job cleaning up the place. Part 2 will be working with Representative Dow and NMSU to make sure the classes are scheduled.

b. City Attorney - None.

c. City Commission

Mayor Green announced there is a scam going through our community about the utility department. He thanked the newspapers for helping to get the word out. They are telling people their utilities will be shut off they do not pay immediately by credit card. He read the 800 number that has been calling. The Utility Department doesn't work that way and would not call and ask for a credit card number.

K. EXECUTIVE SESSION

1. Threatened Litigation (714 Kopra Easement) Pursuant to 10-15-1(H.7)

Mayor Pro-Tem Whitehead moved to approve going into executive session at 11:53 a.m. to discuss threatened litigation (714 Kopra Easement), pursuant to 10-15-1(H.7). Commissioner Frankel seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Green reconvened the meeting in open session at 12:22 p.m.

Mayor Pro-Tem Whitehead certified that only matters pertaining to threatened or pending litigation (Hot Springs Land Development) pursuant to 10-15-1(H.7) was discussed in Executive Session and no action was taken.

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

Mayor Pro-Tem Whitehead moved to authorize staff to work on negotiation to settle this dispute at 714 Kopra regarding the easement. Commissioner Frankel seconded the motion. Motion carried unanimously.

M. ADJOURNMENT

Mayor Pro-Tem Whitehead moved to adjourn at 12:23 p.m. Commissioner Hechler seconded the motion. Motion carried unanimously.

Passed and Approved this ____ day of _____, 2017.

Steven Green, Mayor

ATTEST:

Reneé L. Cantin, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES
CITY MANAGER'S OFFICE
505 SIMS STREET
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
PHONE: (575) 894-6673 EXT 320 FAX: (575) 894-6690

E.3

COMMISSION ACTION FORM

ITEM:

Public Art Advisory Board Minutes for May 15, 2017

PURPOSE OF ACTION:

Approval of Minutes

BACKGROUND:

Minutes were approved by the Public Art Advisory Board at their August 21, 2017 meeting.

OPTION/ALTERNATIVES:

Not Applicable

STAFF RECOMMENDATION:

Respectfully request approval.

| | | |
|--|-----------------------------------|------------------|
| Name of Drafter: Linda Sparks | Department: City Manager's Office | Meeting: 9/13/17 |
| E-mail: lsparks@torcnm.org | Phone: 575-894-6673 Ext. 320 | |

PUBLIC ARTS ADVISORY BOARD MEETING

May 15, 2017

MINUTES

(The audio recording of this meeting was accidentally erased.
Minutes are based on Linda Spark's handwritten notes.)

TIME & PLACE:

The Public Arts Advisory Board of the City of Truth or Consequences, New Mexico met in the conference room in the Administration Annex at 401 McAdoo, Truth or Consequences, New Mexico on Monday, May 15, 2017 at 4:00 P.M.

PRESIDING OFFICER:

The meeting was called to order at 4:02 PM by Sid Bryan.

ATTENDANCE:

Sid Bryan, Tourism
Cary "Jagger" Gustin, Sierra Arts Council
Eduardo Alicea, Art Representative
Juan Fuentes, City Manager

Absent: Jia Apple, Business Community

Other Staff Present: Linda Sparks, Secretary

Visitors Present: Linda DeMarino

QUORUM: There being a quorum present, the Board proceeded with the meeting.

APPROVAL OF MINUTES:

A motion to approve the minutes of the April 17, 2017 meeting was made by Juan Fuentes, seconded by Eduardo Alicea, and it carried.

COMMENTS FROM THE PUBLIC:

Linda DeMarino was invited to give an update on the Art Park. She reported that Sazi Marri gave Sabina Muñoz the site survey. The earliest Sabina can start on it is end of May. After some discussion and questions from the Board regarding Sabina's thoughts on the Art Park, the Board suggested that Linda set up a meeting with Sabina. Linda will notify the Board of the meeting date.

DISCUSSION/ACTION: ART PARK

The Board will wait until the meeting with Sabina before making any decisions on the Art Park.

COMMENTS FROM THE PUBLIC ARTS ADVISORY BOARD:

No other comments other than questions and comments made during Linda's report were made.

TIME, PLACE AND DATE OF NEXT MEETING:


The next meeting date was not set. It was decided to schedule a meeting after the Board's meeting with Sabina/MainStreet.

ADJOURN:

There being no further business to come before the Board, the meeting was adjourned at 4:30 P.M. Eduardo Alicea moved to adjourn, seconded by Jagger Gustin, and it carried.

ATTEST:

Minutes were approved on August 21, 2017 on a motion made by Juan Fuentes and seconded by Eduardo Alicea, and it carried.



Linda Sparks
Secretary



E. 4

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

ITEM:

Accounts Payable – August 2017

BACKGROUND:

STAFF RECOMMENDATION:

SUPPORT INFORMATION:

- Accounts Payable List for August 2017

| | | |
|--|------------------------------|--------------------------|
| Name of Presenter: Pat Wood, CPO | Department: Finance | Meeting date: 09/13/2017 |
| E-mail: pat@torcnm.org | Phone: 575-894-6673 ext. 312 | |



Truth or Consequences

EOM AP Report By Fund

Payment Dates 08/01/2017 - 08/31/2017

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 | | | | | |
| MUNICIPAL CODE CORP. | 00290724 | 08/04/2017 | ADMIN SUPPORT FEE | 101-1001-43770 | 275.00 |
| JUAN A. FUENTES | 071917 | 08/04/2017 | MILEAGE DUE/ANGEL FIRE | 101-1003-42305 | 267.03 |
| JUAN A. FUENTES | 071917 | 08/04/2017 | PER DIEM DUE/ANGEL FIRE | 101-1003-42310 | 97.00 |
| NEW MEXICO GAS COMPANY, I... | 072517 | 08/04/2017 | GAS BILLS | 101-1018-43780 | 311.63 |
| TALON SEPTIC & POTTY SERVICE | 073117 | 08/04/2017 | CLEAN & SERVICE PORTABLES O... | 101-1009-47410 | 800.00 |
| JAY RUBIN ATTORNEY AT LAW | 080117 | 08/04/2017 | LEGAL SERVICES 07/17 | 101-1000-43597 | 2,583.76 |
| INTERNATIONAL INSTITUTE OF... | 080117 | 08/04/2017 | ANNUAL DUES/RENEE CANTIN | 101-1001-43770 | 160.00 |
| INTERNAL SERVICE FUND | 080117 | 08/04/2017 | OIL-MAINT-SAFETY 07/17 | 101-1007-43316 | 15.00 |
| NM SELF INSURERS FUND | 080117 | 08/04/2017 | LIABILITY DEDUCTIBLES | 101-1007-46732 | 1,696.49 |
| INTERNAL SERVICE FUND | 080117 | 08/04/2017 | OIL-MAINT-SAFETY 07/17 | 101-1007-47420 | 21.39 |
| INTERNAL SERVICE FUND | 080117 | 08/04/2017 | OIL-MAINT-SAFETY 07/17 | 101-1008-47420 | 10.00 |
| INTERNAL SERVICE FUND | 080117 | 08/04/2017 | OIL-MAINT-SAFETY 07/17 | 101-1009-43316 | 28.50 |
| INTERNAL SERVICE FUND | 080117 | 08/04/2017 | OIL-MAINT-SAFETY 07/17 | 101-1009-47420 | 69.65 |
| INTERNAL SERVICE FUND | 080117 | 08/04/2017 | OIL-MAINT-SAFETY 07/17 | 101-1014-47420 | 2.50 |
| NM SELF INSURERS FUND | 080117 | 08/04/2017 | LIABILITY DEDUCTIBLES | 101-1018-46732 | 34.66 |
| VERIZON WIRELESS | 080217 | 08/04/2017 | CELL PHONE BILLS | 101-1003-43775 | 68.70 |
| VERIZON WIRELESS | 080217 | 08/04/2017 | CELL PHONE BILLS | 101-1007-43775 | 463.75 |
| VERIZON WIRELESS | 080217 | 08/04/2017 | CELL PHONE BILLS | 101-1008-43775 | 122.21 |
| VERIZON WIRELESS | 080217 | 08/04/2017 | CELL PHONE BILLS | 101-1009-43775 | 68.70 |
| VERIZON WIRELESS | 080217 | 08/04/2017 | CELL PHONE BILLS | 101-1010-43775 | 137.38 |
| SIERRA COUNTY CLERK | 080217 | 08/04/2017 | RECORDING FEES/QUIT CLAIM ... | 101-1010-48598 | 100.00 |
| VERIZON WIRELESS | 080217 | 08/04/2017 | CELL PHONE BILLS | 101-1011-43775 | 68.70 |
| VERIZON WIRELESS | 080217 | 08/04/2017 | CELL PHONE BILLS | 101-1014-43775 | 137.39 |
| LENORA GUTIERREZ | 080217 | 08/04/2017 | REFUND DEPOSIT/CIVIC CENTER | 101-1099-34348 | 250.00 |
| DAVID J. GARCIA | 080217 | 08/04/2017 | REFUND DEPOSIT/CIVIC CENTER | 101-1099-34348 | 250.00 |
| NM MUNICIPAL LEAGUE | 080317 | 08/04/2017 | REGISTRATION FEE/JUAN FUEN... | 101-1003-42720 | 350.00 |
| MANANA | 107-17 | 08/04/2017 | CONTRACT/VETERANS PARK | 101-1009-48599 | 900.00 |
| THE GLOVE WAGON | 108523 | 08/04/2017 | scorpion glasses blue mirror | 101-1014-44615 | 108.00 |
| THE GLOVE WAGON | 108523 | 08/04/2017 | goat skin black/white extra large | 101-1014-44615 | 114.00 |
| THE GLOVE WAGON | 108523 | 08/04/2017 | leather gloves extra large | 101-1014-44615 | 54.00 |
| THE GLOVE WAGON | 108523 | 08/04/2017 | freight/shipping | 101-1014-44615 | 22.89 |
| THE GLOVE WAGON | 108523 | 08/04/2017 | goat skin gloves black/white lar... | 101-1014-44615 | 114.00 |
| THE GLOVE WAGON | 108523 | 08/04/2017 | dust mask box | 101-1014-44615 | 40.95 |
| THE GLOVE WAGON | 108523 | 08/04/2017 | leather gloves large | 101-1014-44615 | 54.00 |
| SUN VALLEY, INC. | 130945/6 | 08/04/2017 | 3/8 x2-1/2 SS Bolt | 101-1009-44607 | 14.40 |
| SUN VALLEY, INC. | 130945/6 | 08/04/2017 | 3/8x1-1/2 ss washer | 101-1009-44607 | 8.80 |
| SUN VALLEY, INC. | 130945/6 | 08/04/2017 | 3/8 SS Locknut | 101-1009-44607 | 4.50 |
| ALARM CONTROL TECHNOLOGI... | 179202 | 08/04/2017 | FIRE ALARM CONTROL/CIVIC C... | 101-1014-47410 | 26.88 |
| ALARM CONTROL TECHNOLOGI... | 179203 | 08/04/2017 | FIRE ALARM CONTROL/RECYCLE... | 101-1014-47410 | 26.88 |
| NU-WAY LAUNDRY & CLEANERS | 28621 | 08/04/2017 | CLEANING OF CITY RUGS | 101-1014-44607 | 155.77 |
| THE POWER CENTER, INC | 287843 | 08/04/2017 | GRH 503174 VAC ASSY 372 W-B... | 101-1009-44607 | 985.00 |
| BANK OF AMERICA | 341996 | 08/04/2017 | Robbie Travis renew Commercia... | 101-1010-43770 | 85.00 |
| LIGHTNING MECHANICAL, LLC | 3481 | 08/04/2017 | Install Ston split system A/C par... | 101-1014-43403 | 3,996.00 |
| MPG SERVICES, LLC | 384 | 08/04/2017 | REPAIR A/C UNITS AT CIVIC CEN... | 101-1014-43403 | 374.23 |
| REED'S TIRE CENTER | 4454 | 08/04/2017 | tire | 101-1009-47420 | 270.00 |
| FOXWORTH-GALBRAITH | 7418399 | 08/04/2017 | 1x3 MOULDING FINGER JOINT ... | 101-1014-43403 | 59.40 |

EOM AP Report

Payment Dates: 08/01/2017 - 08/31/2017

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|------------------------|----------------|------------|-------------------------------------|----------------|----------|
| FOXWORTH-GALBRAITH | 7418482 | 08/04/2017 | 2 1/2 DRYWALL SCREWS BLUE ... | 101-1014-43403 | 21.99 |
| FOXWORTH-GALBRAITH | 7418482 | 08/04/2017 | PUTTY KNIFE | 101-1014-43403 | 8.69 |
| FOXWORTH-GALBRAITH | 7418482 | 08/04/2017 | BROOM | 101-1014-43403 | 27.30 |
| FOXWORTH-GALBRAITH | 7418482 | 08/04/2017 | JOINT COMPOUND BOX | 101-1014-43403 | 15.98 |
| FOXWORTH-GALBRAITH | 7418482 | 08/04/2017 | 4 FOOT YELLOW LADDER | 101-1014-43403 | 54.99 |
| FOXWORTH-GALBRAITH | 7418482 | 08/04/2017 | 24 FOOT EXTENSION LADDER | 101-1014-43403 | 459.98 |
| FOXWORTH-GALBRAITH | 7418482 | 08/04/2017 | 50 FT EXTENSION CORD ELECTR... | 101-1014-43403 | 16.00 |
| FOXWORTH-GALBRAITH | 7418482 | 08/04/2017 | 4 INCH AGRESSIVE SCREWS | 101-1014-43403 | 36.99 |
| FOXWORTH-GALBRAITH | 7418482 | 08/04/2017 | LAQUER THINNER | 101-1014-43403 | 15.98 |
| FOXWORTH-GALBRAITH | 7418482 | 08/04/2017 | 18 INCH BUNGEE CORD | 101-1014-43403 | 5.16 |
| FOXWORTH-GALBRAITH | 7418482 | 08/04/2017 | 8 FOOT STEP LADDER | 101-1014-43403 | 119.99 |
| FOXWORTH-GALBRAITH | 7418613 | 08/04/2017 | hacksaw blades 10 pk | 101-1014-43403 | 15.99 |
| FOXWORTH-GALBRAITH | 7418613 | 08/04/2017 | wire nuts orange | 101-1014-43403 | 31.96 |
| FOXWORTH-GALBRAITH | 7418613 | 08/04/2017 | drill drive set 40pc | 101-1014-43403 | 29.99 |
| FOXWORTH-GALBRAITH | 7418613 | 08/04/2017 | screw anchor 8x3/4 box | 101-1014-43403 | 7.60 |
| FOXWORTH-GALBRAITH | 7418613 | 08/04/2017 | 9 inch sawzall blade 5pk | 101-1014-43403 | 22.98 |
| FOXWORTH-GALBRAITH | 7418613 | 08/04/2017 | wire strippers | 101-1014-43403 | 22.99 |
| FOXWORTH-GALBRAITH | 7418613 | 08/04/2017 | 9-2 1/2 screws box | 101-1014-43403 | 32.99 |
| FOXWORTH-GALBRAITH | 7418613 | 08/04/2017 | screw anchor 8-10 box | 101-1014-43403 | 8.50 |
| FOXWORTH-GALBRAITH | 7418613 | 08/04/2017 | 8'inch sawzall blade for metal 5... | 101-1014-43403 | 16.99 |
| FOXWORTH-GALBRAITH | 7418613 | 08/04/2017 | screw anchor 10-12 box | 101-1014-43403 | 10.20 |
| FOXWORTH-GALBRAITH | 7418613 | 08/04/2017 | screw anchor 16x1 3/8 box | 101-1014-43403 | 7.65 |
| FOXWORTH-GALBRAITH | 7418613 | 08/04/2017 | comp T 1/4 inch | 101-1014-43403 | 12.50 |
| FOXWORTH-GALBRAITH | 7418613 | 08/04/2017 | hammer steel claw | 101-1014-43403 | 29.99 |
| FOXWORTH-GALBRAITH | 7418613 | 08/04/2017 | over flow kit | 101-1014-43403 | 10.36 |
| FOXWORTH-GALBRAITH | 7418613 | 08/04/2017 | cut off wheels 4.5 | 101-1014-43403 | 20.93 |
| FOXWORTH-GALBRAITH | 7418613 | 08/04/2017 | 2 speed cooler switch | 101-1014-43403 | 26.97 |
| COPPLER LAW FIRM PC | 9125 | 08/04/2017 | SERVICES/IMPACT FEES | 101-1000-43597 | 1,269.04 |
| COPPLER LAW FIRM PC | 9133 | 08/04/2017 | SERVICES/HOT SPRINGS LAND ... | 101-1000-43597 | 107.23 |
| COPPLER LAW FIRM PC | 9135 | 08/04/2017 | SERVICES/GENERAL | 101-1000-43597 | 518.28 |
| COPPLER LAW FIRM PC | 9136 | 08/04/2017 | SERVICES/CELL TOWER APPLICA... | 101-1000-43597 | 393.17 |
| BANK OF AMERICA | 978543 | 08/04/2017 | National Core Exam for Joseph ... | 101-1014-42720 | 55.00 |
| SIERRA AUTO/CARQUEST | ID-213518 | 08/04/2017 | brake pads | 101-1009-47420 | 45.97 |
| SIERRA AUTO/CARQUEST | ID-213522 | 08/04/2017 | spark plug | 101-1001-47420 | 11.94 |
| SIERRA AUTO/CARQUEST | ID-213524 | 08/04/2017 | door handle | 101-1014-47420 | 13.89 |
| SIERRA AUTO/CARQUEST | ID-213528 | 08/04/2017 | V Belt-Top COG DAY 17330 | 101-1009-47420 | 28.38 |
| SIERRA AUTO/CARQUEST | ID-213606 | 08/04/2017 | 2032 battery | 101-1012-44606 | 7.96 |
| SIERRA AUTO/CARQUEST | ID-213606 | 08/04/2017 | AAA battery | 101-1012-44606 | 27.99 |
| SIERRA AUTO/CARQUEST | ID-213868 | 08/04/2017 | CFI 87709 Air Filter | 101-1009-47420 | 21.38 |
| SIERRA AUTO/CARQUEST | ID-213868 | 08/04/2017 | V-Belt-Utility DAYL433 | 101-1009-47420 | 15.76 |
| SIERRA AUTO/CARQUEST | ID-213868 | 08/04/2017 | 3 Way Ball Hitch and Pin | 101-1009-47420 | 38.98 |
| SIERRA AUTO/CARQUEST | ID-213938 | 08/04/2017 | tpms sensor | 101-1008-47420 | 174.16 |
| SIERRA AUTO/CARQUEST | ID-214065 | 08/04/2017 | bp 95 V BELT | 101-1014-43403 | 28.14 |
| SIERRA AUTO/CARQUEST | ID-214065 | 08/04/2017 | TORX DRIVER SET | 101-1014-43403 | 40.57 |
| SIERRA AUTO/CARQUEST | ID-214065 | 08/04/2017 | SCREWDEIVER SET | 101-1014-43403 | 28.16 |
| SIERRA AUTO/CARQUEST | ID-214065 | 08/04/2017 | XBO ALLEN WRENCH SET | 101-1014-43403 | 41.99 |
| SIERRA AUTO/CARQUEST | ID-214065 | 08/04/2017 | 3LB DRILL HAMMER | 101-1014-43403 | 19.73 |
| SIERRA AUTO/CARQUEST | ID-214142 | 08/04/2017 | hose | 101-1014-47420 | 10.15 |
| GARY E. GAYLORD, CPA | TORC0072917 | 08/04/2017 | SERVICES/CPA-AUDIT | 101-1004-48596 | 1,752.24 |
| C & D SERVICES | 046554 | 08/11/2017 | Cleaning of Parks 07/17 | 101-1009-48599 | 1,627.50 |
| CITY UTILITIES | 080917 | 08/11/2017 | CITY LANDFILL BILLS | 101-1018-43780 | 72.80 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 101-1001-41226 | 121.69 |
| NM MUNICIPAL LEAGUE | 081017 | 08/11/2017 | REGISTRATION FEE/RENEE CAN... | 101-1001-42720 | 280.00 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 101-1002-41226 | 75.07 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 101-1003-41226 | 127.19 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 101-1004-41226 | 244.80 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 101-1007-41226 | 878.98 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 101-1008-41226 | 161.40 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 101-1009-41226 | 72.00 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 101-1010-41226 | 88.61 |

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| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---------------------------------|----------------|------------|-------------------------------------|----------------|-----------|
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 101-1011-41226 | 315.88 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 101-1012-41226 | 124.68 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 101-1014-41226 | 210.94 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 101-1016-41226 | 165.39 |
| LEE ALIREZ | 081417 | 08/11/2017 | ADVANCED PER DIEM/CLOVIS | 101-1007-42310 | 272.00 |
| RENEE L. CANTIN | 081517 | 08/11/2017 | ADVANCED PER DIEM/CLOVIS | 101-1001-42310 | 213.60 |
| XEROX CORP. | 089893203 | 08/11/2017 | METER USAGE | 101-1012-44810 | 20.99 |
| XEROX CORP. | 090102236 | 08/11/2017 | BASE CHARGE/METER USAGE | 101-1001-44810 | 352.90 |
| XEROX CORP. | 090102237 | 08/11/2017 | BASE CHARGE/METER USAGE | 101-1004-44810 | 331.41 |
| XEROX CORP. | 090102240 | 08/11/2017 | BASE CHARGE/METER USAGE | 101-1007-44810 | 218.97 |
| XEROX CORP. | 090102242 | 08/11/2017 | BASE CHARGE/METER USAGE | 101-1002-60840 | 186.39 |
| XEROX CORP. | 090102259 | 08/11/2017 | BASE CHARGE/METER USAGE | 101-1003-44810 | 350.25 |
| XEROX CORP. | 090172471 | 08/11/2017 | BASE CHARGE/METER USAGE | 101-1002-60840 | 66.86 |
| ROTARY CLUB OF TORC | 3217 | 08/11/2017 | MONTHLY DUES/LEE ALIREZ | 101-1007-43770 | 55.00 |
| ROTARY CLUB OF TORC | 3227 | 08/11/2017 | MONTHLY DUES/JUAN FUENTES | 101-1003-43770 | 55.00 |
| ROTARY CLUB OF TORC | 3239 | 08/11/2017 | MONTHLY DUES/JAMES MORG... | 101-1007-43770 | 55.00 |
| ROTARY CLUB OF TORC | 3242 | 08/11/2017 | MONTHLY DUES/RENEE CANTIN | 101-1001-43770 | 55.00 |
| B & H OIL CO. | 43168 | 08/11/2017 | UNLEADED | 101-1007-43316 | 2,255.63 |
| B & H OIL CO. | 43170 | 08/11/2017 | UNLEADED | 101-1012-43316 | 162.94 |
| B & H OIL CO. | 43175 | 08/11/2017 | UNLEADED | 101-1014-43316 | 440.06 |
| B & H OIL CO. | 43176 | 08/11/2017 | UNLEADED | 101-1009-43316 | 299.38 |
| B & H OIL CO. | 43176 | 08/11/2017 | DIESEL | 101-1009-43317 | 75.75 |
| B & H OIL CO. | 43177 | 08/11/2017 | UNLEADED | 101-1008-43316 | 509.51 |
| SIERRA VETERINARY SERVICES,L... | 5185 | 08/11/2017 | ANIMAL SHELTER | 101-1008-48599 | 10,000.00 |
| THE WELDING SHOP | 6441 | 08/11/2017 | IRON GATE AND FENCE INSTALL... | 101-1014-43403 | 998.20 |
| GARY E. GAYLORD, CPA | TORC0080417 | 08/11/2017 | SERVICES/CPA-AUDIT | 101-1004-48596 | 1,665.94 |
| BLACK MOUNTAIN LUBE INC | 0236423 | 08/18/2017 | Weed and Utter Removal 303 E... | 101-1010-48555 | 542.00 |
| KING'S LOCKSMITH | 06098 | 08/18/2017 | 6842 Master Padlocks | 101-1009-44607 | 131.50 |
| KING'S LOCKSMITH | 06098 | 08/18/2017 | Service Call | 101-1009-44607 | 48.50 |
| KING'S LOCKSMITH | 06098 | 08/18/2017 | CO26 Key | 101-1009-44607 | 3.30 |
| KING'S LOCKSMITH | 06098 | 08/18/2017 | Y11 Key | 101-1009-44607 | 9.90 |
| KING'S LOCKSMITH | 06098 | 08/18/2017 | Key Cam Lock | 101-1009-44607 | 8.50 |
| KING'S LOCKSMITH | 06098 | 08/18/2017 | Key for Desk Lock | 101-1009-44607 | 8.50 |
| CNA SURETY | 081117 | 08/18/2017 | EASEMENT BOND | 101-1001-43770 | 250.00 |
| STREAM DYNAMICS, INC | 081417 | 08/18/2017 | REIMBURSEMENT/HOTEL | 101-1000-48599 | 89.74 |
| NM MUNICIPAL LEAGUE | 081417 | 08/18/2017 | REGISTRATION FEE/RAY CHAVEZ | 101-1008-42720 | 185.00 |
| TURTLEBACK PEST CONTROL, I... | 081517 | 08/18/2017 | PEST CONTROL SERVICES | 101-1014-44607 | 814.46 |
| CITY UTILITIES | 081517 | 08/18/2017 | CITY UTILITIES CYCLE A&B | 101-1018-43780 | 3,037.73 |
| TALON SEPTIC & POTTY SERVICE | 081717 | 08/18/2017 | CLEAN & SERVICE PORTABLES | 101-1009-47410 | 800.00 |
| WEX BANK | 133920 | 08/18/2017 | UNLEADED | 101-1003-43316 | 28.85 |
| WEX BANK | 143100 | 08/18/2017 | UNLEADED | 101-1008-43316 | 34.77 |
| WEX BANK | 162825 | 08/18/2017 | UNLEADED | 101-1007-43316 | 60.30 |
| NEW MEXICO EMERGENCY PR... | 17461 | 08/18/2017 | Removal of police equipment | 101-1007-47420 | 489.13 |
| MPG SERVICES, LLC | 391 | 08/18/2017 | replace blower motor in split a/... | 101-1014-43403 | 385.12 |
| ARMUO'S CASA BONITA | 42961 | 08/18/2017 | Install/2 new steel doors/ rodeo.. | 101-1014-43403 | 3,119.38 |
| WEX BANK | 581595 | 08/18/2017 | UNLEADED | 101-1010-43316 | 62.41 |
| OFFICE DEPOT | 947378370 | 08/18/2017 | HP 63/63XL printer ink pack of 2 | 101-1007-44606 | 246.95 |
| OFFICE DEPOT | 947378370 | 08/18/2017 | Expanding file pocket | 101-1007-44606 | 7.56 |
| OFFICE DEPOT | 947378370 | 08/18/2017 | Certificate paper | 101-1007-44606 | 4.99 |
| OFFICE DEPOT | 947378370 | 08/18/2017 | Post it pack of 12 | 101-1007-44606 | 30.12 |
| OFFICE DEPOT | 947378370 | 08/18/2017 | File folders | 101-1007-44606 | 27.30 |
| OFFICE DEPOT | 947378370 | 08/18/2017 | Pens pack of 12 | 101-1007-44606 | 59.37 |
| OFFICE DEPOT | 947378370 | 08/18/2017 | HP office jet 3830 | 101-1007-44606 | 218.37 |
| OFFICE DEPOT | 947378370 | 08/18/2017 | Desk calendar. | 101-1007-44606 | 29.97 |
| OFFICE DEPOT | 947378370 | 08/18/2017 | Staple remover | 101-1007-44606 | 3.29 |
| OFFICE DEPOT | 947378370 | 08/18/2017 | Printer paper | 101-1007-44606 | 169.95 |
| GRAINGER, INC. | 9510082556 | 08/18/2017 | 3UP44 Simple Green 1gal Lime ... | 101-1009-44607 | 113.44 |
| GRAINGER, INC. | 9510082556 | 08/18/2017 | 3UP43 Simple Green Lime Scale... | 101-1009-44607 | 75.12 |
| GRAINGER, INC. | 9510082556 | 08/18/2017 | 3NB56 Tough Guy 20" Scrub Br... | 101-1009-44607 | 86.85 |
| GRAINGER, INC. | 9510082556 | 08/18/2017 | 22C619 Simple Green Cleaner/... | 101-1009-44607 | 80.52 |

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| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|-------------------------------|----------------|------------|------------------------------------|----------------|-----------|
| GRAINGER, INC. | 9510082556 | 08/18/2017 | 22C620 Simple Green 1gal Clea... | 101-1009-44607 | 141.44 |
| GRAINGER, INC. | 9510082556 | 08/18/2017 | 31DK59 Tough Guy 40-45 gal Tr... | 101-1009-44607 | 559.40 |
| GRAINGER, INC. | 9510082556 | 08/18/2017 | 4TE17 Georgia-Pacific Toilet Pa... | 101-1009-44607 | 44.91 |
| GRAINGER, INC. | 9510082556 | 08/18/2017 | 31DK61 Tough Guy 55gal Garba... | 101-1009-44607 | 159.20 |
| GRAINGER, INC. | 9510082556 | 08/18/2017 | Tough Guy 5-3/4"x1-1/4" Pumi... | 101-1009-44607 | 117.80 |
| GRAINGER, INC. | 9510082556 | 08/18/2017 | 4TE16 Georgia-Pacific Toilet Pa... | 101-1009-44607 | 965.60 |
| SIERRA COUNTY SENTINEL | 9707 | 08/18/2017 | ICIP Public Hearing Advertisem... | 101-1010-43740 | 46.38 |
| SIERRA COUNTY SENTINEL | 9731 | 08/18/2017 | 7/11/17 SPECIAL IMPACT FEE ... | 101-1001-43740 | 19.12 |
| SIERRA COUNTY SENTINEL | 9731 | 08/18/2017 | ORD, 685 - CC PUBLIC HEARING... | 101-1001-43740 | 24.58 |
| SIERRA COUNTY SENTINEL | 9732 | 08/18/2017 | 8/9/17 PH - ICIP FY 2019-2023 | 101-1001-43740 | 31.42 |
| SIERRA COUNTY SENTINEL | 9733 | 08/18/2017 | LEGAL NOTICE OF SALE BY AUCT.. | 101-1001-43740 | 23.90 |
| SIERRA COUNTY SENTINEL | 9733 | 08/18/2017 | AUG 2017 MONTHLY MEETING... | 101-1001-43740 | 84.74 |
| SIERRA COUNTY SENTINEL | 9733-1 | 08/18/2017 | AUGUST 12, 2017 AUCTION | 101-1001-43740 | 16.48 |
| GARY E. GAYLORD, CPA | TORC0081217 | 08/18/2017 | SERVICES/CPA-AUDIT | 101-1004-48596 | 1,824.99 |
| HERALD PUBLISHING CO., INC. | 081417 | 08/25/2017 | 1 YEAR SUBSCRIPTION/PD | 101-1007-43770 | 32.00 |
| RENEE L. CANTIN | 081817 | 08/25/2017 | PER DIEM DUE/CLOVIS | 101-1001-42310 | 41.40 |
| NATIONAL JUDGES ASSOCIATION | 081817 | 08/25/2017 | MEMBERSHIP DUES/BEATRICE ... | 101-1002-43770 | 60.00 |
| LEE ALIREZ | 081817 | 08/25/2017 | PER DIEM DUE/CLOVIS | 101-1007-42310 | 13.00 |
| SIERRA VISTA HOSPITAL | 082217 | 08/25/2017 | GRT DISTRIBUTION 06/17 | 101-1017-48599 | 24,517.32 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 101-1001-41226 | 121.69 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 101-1001-43775 | 535.92 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 101-1002-41226 | 75.07 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 101-1002-43775 | 97.09 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 101-1003-41226 | 126.39 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 101-1003-43775 | 806.64 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 101-1004-41226 | 244.80 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 101-1004-43775 | 533.03 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 101-1007-41226 | 881.10 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 101-1007-43775 | 204.51 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 101-1008-41226 | 161.40 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 101-1009-41226 | 72.00 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 101-1009-43775 | 224.14 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 101-1010-41226 | 88.61 |
| NM LEAGUE OF ZONING OFFICI... | 082317 | 08/25/2017 | REGISTRATION FEE/ROBBIE TR... | 101-1010-42720 | 185.00 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 101-1010-43775 | 494.85 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 101-1011-41226 | 315.87 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 101-1011-43775 | 25.30 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 101-1012-41226 | 124.68 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 101-1012-43775 | 211.76 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 101-1014-41226 | 210.94 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 101-1014-43775 | 284.98 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 101-1016-41226 | 165.39 |
| PRISCILLA FUENTES | 082317 | 08/25/2017 | REFUND DEPOSIT/CIVIC CENTER | 101-1099-34348 | 250.00 |
| BAQUERA DISTRIBUTING | 082317 | 08/25/2017 | REFUND DEPOSIT/ARMUJO BALL... | 101-1099-34348 | 50.00 |
| MELISSA L. TORRES | 082417 | 08/25/2017 | MILEAGE DUE/ALBUQUERQUE | 101-1004-42305 | 143.19 |
| PAT WOOD | 082417 | 08/25/2017 | PER DIEM DUE/ALBUQUERQUE | 101-1004-42310 | 85.00 |
| KERIN SALCEDO | 082417 | 08/25/2017 | PER DIEM DUE/ALBUQUERQUE | 101-1004-42310 | 85.00 |
| MELISSA L. TORRES | 082417 | 08/25/2017 | PER DIEM DUE/ALBUQUERQUE | 101-1004-42310 | 85.00 |
| THE EMBLEM AUTHORITY | 24617 | 08/25/2017 | Animal shelter rocker | 101-1008-42620 | 129.50 |
| THE EMBLEM AUTHORITY | 24617 | 08/25/2017 | Code enforcement rocker | 101-1008-42620 | 129.50 |
| THE POWER CENTER, INC | 288641 | 08/25/2017 | 725102 Bracket Anti Rotation | 101-1009-47420 | 11.85 |
| THE POWER CENTER, INC | 288641 | 08/25/2017 | 422088 Cover Clutch Bracket | 101-1009-47420 | 0.75 |
| THE POWER CENTER, INC | 288641 | 08/25/2017 | 388771 Clutch 1.125 PLG HDB | 101-1009-47420 | 279.00 |
| THE POWER CENTER, INC | 288641 | 08/25/2017 | 381914G Belt Matched Set | 101-1009-47420 | 32.45 |
| BRADY INDUSTRIES, LLC | 5516208 | 08/25/2017 | LARGE MOP HEADS | 101-1014-44607 | 90.00 |
| BRADY INDUSTRIES, LLC | 5516208 | 08/25/2017 | MED RUBBER GLOVES | 101-1014-44607 | 55.00 |
| BRADY INDUSTRIES, LLC | 5516208 | 08/25/2017 | CENTER PULL TOWELS | 101-1014-44607 | 180.00 |
| BRADY INDUSTRIES, LLC | 5516208 | 08/25/2017 | BOTTLES | 101-1014-44607 | 10.20 |
| BRADY INDUSTRIES, LLC | 5516208 | 08/25/2017 | LARGE RUBBER GLOVES | 101-1014-44607 | 55.00 |
| BRADY INDUSTRIES, LLC | 5516208 | 08/25/2017 | TRIGGERS FOR BOTTLES | 101-1014-44607 | 11.40 |

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| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---------------------------|----------------|------------|--------------------|----------------|-----------|
| BRADY INDUSTRIES, LLC | 5516208 | 08/25/2017 | URINAL SCREENS | 101-1014-44607 | 22.08 |
| BRADY INDUSTRIES, LLC | 5516208 | 08/25/2017 | PINE CLEANER | 101-1014-44607 | 54.00 |
| BRADY INDUSTRIES, LLC | 5516208 | 08/25/2017 | VACUME FILTERS | 101-1014-44607 | 125.40 |
| BRADY INDUSTRIES, LLC | 5516208 | 08/25/2017 | MOP HANDLES | 101-1014-44607 | 50.00 |
| GARY E. GAYLORD, CPA | TORC0081917 | 08/25/2017 | SERVICES/CPA-AUDIT | 101-1004-48596 | 1,236.89 |
| Fund 101 - General Total: | | | | | 94,102.54 |

Fund: 201 - Corrections

| | | | | | |
|-------------------------------|--------|------------|-------------------------------|----------------|--------|
| NM JUDICIAL EDUCATION CENT... | 080117 | 08/04/2017 | JUDICIAL EDUCATION FEES | 201-1903-44805 | 117.00 |
| ADMINISTRATIVE OFFICE OF | 080117 | 08/04/2017 | DWI LAB FEES/PREVENTION FE... | 201-1903-44805 | 229.00 |
| Fund 201 - Corrections Total: | | | | | 346.00 |

Fund: 209 - Fire

| | | | | | |
|------------------------------|-----------|------------|----------------------------------|----------------|----------|
| NEW MEXICO GAS COMPANY, I... | 071717 | 08/04/2017 | GAS BILL/FIRE SOUOTH STATION | 209-1603-43780 | 23.13 |
| NEW MEXICO GAS COMPANY, I... | 073117 | 08/04/2017 | GAS BILL/FIRE STATION | 209-1603-43780 | 38.09 |
| MEGAHERTZ COMPUTER CONS... | 81539 | 08/04/2017 | INTERNET SERVICE | 209-1603-43770 | 54.25 |
| IKARD NEWSOM | 102211647 | 08/11/2017 | TANK RENT/FIRE SOUTH STATI... | 209-1603-47405 | 69.44 |
| FIRE PROGRAMS SOFTWARE | 7717 | 08/11/2017 | SUPPORT & UPGRADE SERVICE | 209-1603-43770 | 1,956.00 |
| CITY UTILITIES | 081517 | 08/18/2017 | CITY UTILITIES CYCLE A&B | 209-1603-43780 | 440.61 |
| XEROX CORP. | 090187863 | 08/18/2017 | BASE CHARGE/METER USAGE | 209-1603-43770 | 331.03 |
| TESTON'S FREEWAY CHEVRON | 20976 | 08/18/2017 | FUEL ALL TRUCKS 07/17 | 209-1603-43316 | 297.16 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 209-1603-43775 | 117.13 |
| TRI AIR TESTING, INC | 109761 | 08/25/2017 | AIR SAMPLE TESTGIN | 209-1603-43770 | 495.00 |
| ARTESIA FIRE EQUIPMENT | 60583 | 08/25/2017 | 3' HOSES/6000 PSI W/ JIC SWIV... | 209-1603-47420 | 192.00 |
| ARTESIA FIRE EQUIPMENT | 60583 | 08/25/2017 | ON-SITE INSTALLATION | 209-1603-47420 | 377.34 |
| Fund 209 - Fire Total: | | | | | 4,391.18 |

Fund: 214 - Lodgers Tax

| | | | | | |
|--------------------------------|---------|------------|----------------------------|----------------|----------|
| GERONIMO TRAIL SCENIC BYW... | 080817 | 08/11/2017 | MONTHLY DRAW 07/17 | 214-2503-48815 | 416.66 |
| GRIFFIN & ASSOCIATES MARKET... | 12604 | 08/11/2017 | ADVERTISING/CITY | 214-2503-47597 | 150.00 |
| GRIFFIN & ASSOCIATES MARKET... | 12604 | 08/11/2017 | ACCOUNT MANAGEMENT | 214-2503-48599 | 481.56 |
| LINDMARK OUTDOOR MEDIA | 4818 | 08/11/2017 | ADVERTISING/CITY | 214-2503-47597 | 422.42 |
| LINDMARK OUTDOOR MEDIA | 4828 | 08/11/2017 | ADVERTISING/CITY | 214-2503-47597 | 422.42 |
| RUANNA WALDRUM | 709 | 08/11/2017 | ADVERTISING/TOURISM BOARD | 214-2503-47597 | 438.21 |
| BARBOUR INVESTMENTS, LLC | 081717 | 08/18/2017 | STORAGE/REED ROCKETS | 214-2503-47598 | 100.00 |
| JOHN DEERE CREDIT, INC. | 1879392 | 08/25/2017 | LEASE PAYMENT/FAIRWAY M... | 214-2503-44810 | 950.73 |
| Fund 214 - Lodgers Tax Total: | | | | | 3,382.00 |

Fund: 216 - Muni Street

| | | | | | |
|---------------------------|-------------|------------|----------------------------------|----------------|----------|
| INTERNAL SERVICE FUND | 080117 | 08/04/2017 | OIL-MAINT-SAFETY 07/17 | 216-4503-43316 | 124.11 |
| INTERNAL SERVICE FUND | 080117 | 08/04/2017 | OIL-MAINT-SAFETY 07/17 | 216-4503-47420 | 117.62 |
| THE GLOVE WAGON | 108666 | 08/04/2017 | saftey vests class 3 saftey vesy | 216-4503-44615 | 175.00 |
| THE GLOVE WAGON | 108666 | 08/04/2017 | dust mask | 216-4503-44615 | 46.52 |
| THE GLOVE WAGON | 108666 | 08/04/2017 | goat skin gloves | 216-4503-44615 | 285.00 |
| BANK OF AMERICA | 200120 | 08/04/2017 | clutch | 216-4503-47420 | 121.99 |
| BANK OF AMERICA | 200120 | 08/04/2017 | eccentric cover with hardware | 216-4503-47420 | 29.71 |
| BANK OF AMERICA | 200120 | 08/04/2017 | drive train | 216-4503-47420 | 259.66 |
| BANK OF AMERICA | 200120 | 08/04/2017 | vibrationdampening kit | 216-4503-47420 | 34.47 |
| O'REILLY AUTO PARTS, INC. | 2162-342680 | 08/04/2017 | diaphragm | 216-4503-47420 | 4.70 |
| TITAN MACHINERY, INC | 9650137 | 08/04/2017 | clamp | 216-4503-47420 | 4.30 |
| TITAN MACHINERY, INC | 9650137 | 08/04/2017 | HOSE | 216-4503-47420 | 90.00 |
| TITAN MACHINERY, INC | 9650137 | 08/04/2017 | clamps | 216-4503-47420 | 71.07 |
| TITAN MACHINERY, INC | 9650137 | 08/04/2017 | clamp | 216-4503-47420 | 4.20 |
| TITAN MACHINERY, INC | 9650137 | 08/04/2017 | sleeve | 216-4503-47420 | 43.50 |
| TITAN MACHINERY, INC | 9650137 | 08/04/2017 | turbo (new) | 216-4503-47420 | 1,155.00 |
| SIERRA AUTO/CARQUEST | ID-213934 | 08/04/2017 | hose | 216-4503-47420 | 6.12 |
| SIERRA AUTO/CARQUEST | ID-213934 | 08/04/2017 | fitting | 216-4503-47420 | 24.82 |
| SIERRA AUTO/CARQUEST | ID-213934 | 08/04/2017 | switch | 216-4503-47420 | 27.99 |
| SIERRA AUTO/CARQUEST | ID-213991 | 08/04/2017 | oil seal | 216-4503-47420 | 32.50 |
| B & H OIL CO. | 43171 | 08/11/2017 | UNLEADED | 216-4503-43316 | 243.29 |
| B & H OIL CO. | 43171 | 08/11/2017 | DIESEL | 216-4503-43317 | 1,906.12 |
| REED'S TIRE CENTER | 4490 | 08/11/2017 | boot | 216-4503-47420 | 7.00 |
| REED'S TIRE CENTER | 4490 | 08/11/2017 | tire repair | 216-4503-47420 | 44.58 |

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Payment Dates: 08/01/2017 - 08/31/2017

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|--------------------------------------|----------------|------------|--------------------------------------|----------------|------------|
| REED'S TIRE CENTER | 4490 | 08/11/2017 | oring | 216-4503-47420 | 8.95 |
| WESTERN UNITED ELECTRIC | 4101791 | 08/25/2017 | Polymer Concrete Box Assembly | 216-4503-32842 | 394.50 |
| REED'S TIRE CENTER | 4542 | 08/25/2017 | tire repair | 216-4503-47420 | 37.87 |
| SOUDER, MILLER & ASSOCIATES | 932377411 | 08/25/2017 | SERVICES/BROADWAY SIDEWA... | 216-4503-32842 | 1,792.57 |
| TERRACON CONSULTANTS, INC | T943013 | 08/25/2017 | MATERIAL TESTING/CN 1101070 | 216-4503-32842 | 606.66 |
| Fund 216 - Muni Street Total: | | | | | 7,699.82 |
| Fund: 293 - Vet Wall Perp | | | | | |
| INFINITY MEMORIAL SYSTEMS ... | 5023062217 | 08/04/2017 | STAINLESS STEEL XL URNS & EN... | 293-5103-44810 | 1,512.04 |
| Fund 293 - Vet Wall Perp Total: | | | | | 1,512.04 |
| Fund: 294 - State Library | | | | | |
| XEROX CORP. | 090102255 | 08/11/2017 | METER USAGE | 294-5003-48599 | 6.81 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 294-5003-43775 | 81.92 |
| Fund 294 - State Library Total: | | | | | 88.73 |
| Fund: 295 - Muni Pool | | | | | |
| NEW MEXICO GAS COMPANY, I... | 071917 | 08/04/2017 | GAS BILL/SWIMMING POOL | 295-4803-43780 | 149.58 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 295-4803-41226 | 38.96 |
| POOL PRO, LLC | 170559 | 08/11/2017 | acid magic (15 gallons) | 295-4803-44607 | 784.00 |
| POOL PRO, LLC | 170559 | 08/11/2017 | service - Troubleshoot feeder | 295-4803-44607 | 95.00 |
| POOL PRO, LLC | 170623 | 08/11/2017 | Calcium Hypochlorite (Granular) | 295-4803-44607 | 318.13 |
| POOL PRO, LLC | 170623 | 08/11/2017 | Calcium Hypochlorite 1' | 295-4803-44607 | 610.00 |
| POOL PRO, LLC | 170701 | 08/11/2017 | calcium tabs | 295-4803-44607 | 705.00 |
| POOL PRO, LLC | 170701 | 08/11/2017 | stabilizer | 295-4803-44607 | 200.00 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 295-4803-41226 | 36.00 |
| POOL PRO, LLC | 170738 | 08/25/2017 | 50lb Calcium Hypochlorites | 295-4803-44607 | 949.00 |
| Fund 295 - Muni Pool Total: | | | | | 3,885.67 |
| Fund: 298 - PD Donations | | | | | |
| PROSOURCE SPECIALTIES, LLC | 31565RR | 08/04/2017 | Badge stickers | 298-2103-45607 | 382.50 |
| Fund 298 - PD Donations Total: | | | | | 382.50 |
| Fund: 302 - Elec Construction | | | | | |
| NEW MEXICO FINANCE AUTHOR... | 080117 | 08/04/2017 | ELECTRICAL LOAN PAYMENT/PR... | 302-4603-90905 | 7,490.09 |
| NEW MEXICO FINANCE AUTHOR... | 080117 | 08/04/2017 | ELECTRICAL LOAN PAYMENT/IN... | 302-4603-90910 | 2,275.60 |
| NEW MEXICO FINANCE AUTHOR... | 080117 | 08/04/2017 | ELECTRICAL LOAN PAYMENT/A... | 302-4603-90915 | 147.82 |
| Fund 302 - Elec Construction Total: | | | | | 9,913.51 |
| Fund: 303 - Vet Wall | | | | | |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 303-4703-43775 | 125.62 |
| Fund 303 - Vet Wall Total: | | | | | 125.62 |
| Fund: 305 - CI Gen | | | | | |
| SYSTEMS MD, LLC | 8662 | 08/04/2017 | Microsoft Office 2016 for Clerk's... | 305-6003-43815 | 220.00 |
| BAE SYSTEMS | 316674 | 08/25/2017 | E-MAIL SERVICE 08/17 | 305-6003-43815 | 358.54 |
| Fund 305 - CI Gen Total: | | | | | 578.54 |
| Fund: 306 - CI Jt Uti | | | | | |
| NEW MEXICO FINANCE AUTHOR... | 080117-1 | 08/04/2017 | WATER TANK LOAN PAYMEN/T... | 306-6103-90905 | 9,054.75 |
| NEW MEXICO FINANCE AUTHOR... | 080117-1 | 08/04/2017 | WATER TANK LOAN PAYMENT/... | 306-6103-90910 | 872.90 |
| NEW MEXICO FINANCE AUTHOR... | 080117-1 | 08/04/2017 | WATER TANK LOAN PAYMENT/... | 306-6103-90915 | 94.10 |
| NEW MEXICO FINANCE AUTHOR... | 080117-2 | 08/04/2017 | TORC18 LOAN PAYMENT/PRINC... | 306-6103-90905 | 690.58 |
| NEW MEXICO FINANCE AUTHOR... | 080117-3 | 08/04/2017 | TORC19 LOAN PAYMENT/PRINC... | 306-6103-90905 | 4,889.17 |
| NEW MEXICO FINANCE AUTHOR... | 080117-3 | 08/04/2017 | TORC19 LOAN PAYMENT/INTER... | 306-6103-90910 | 2,709.60 |
| SMITHCO CONSTRUCTION INC. | PAY REQUEST #2 | 08/11/2017 | CONSTRUCTION/WWTP IMPRO... | 306-6103-80845 | 85,544.05 |
| Fund 306 - CI Jt Uti Total: | | | | | 103,855.15 |
| Fund: 309 - USDA WWTP | | | | | |
| SMITH ENGINEERING COMPANY | 47062 | 08/11/2017 | SERVICES/WWTP IMPROVE PH... | 309-6403-60810 | 59,687.21 |
| SMITH ENGINEERING COMPANY | 47116 | 08/11/2017 | SERVICES/WWTP IMPROVE PH... | 309-6403-60810 | 29,895.75 |
| Fund 309 - USDA WWTP Total: | | | | | 89,582.96 |
| Fund: 312 - R&R Airport | | | | | |
| DELTA AIRPORT CONSULTANTS ... | 1-AA | 08/25/2017 | SERVICES/FUEL FARM PHASE 3 | 312-8403-60403 | 5,708.25 |
| SIERRA ELECTRIC CO-OP, INC. | 2017102 | 08/25/2017 | NEW SERVICE/AIRPORT FUEL F... | 312-8403-60599 | 1,476.73 |
| Fund 312 - R&R Airport Total: | | | | | 7,184.98 |

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Payment Dates: 08/01/2017 - 08/31/2017

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|---|----------------|------------|------------------------------------|----------------|------------------|
| Fund: 319 - LEDA | | | | | |
| TRUTH OR CONSEQUENCES BR... | 080917 | 08/11/2017 | REIMBURSEMENT/LEDA GRANT | 319-6503-60806 | 8,492.32 |
| Fund 319 - LEDA Total: | | | | | 8,492.32 |
| Fund: 403 - Pledge State | | | | | |
| GENERAL FUND | 082217 | 08/25/2017 | MUNI DIST PLEDGE STATE/PRIN... | 403-1203-90905 | 18,725.34 |
| GENERAL FUND | 082217 | 08/25/2017 | MUNI DIST PLEDGE STATE/INTE... | 403-1203-90910 | 11,602.00 |
| GENERAL FUND | 082217 | 08/25/2017 | MUNI DIST PLEDGE STATE/FEES | 403-1203-90925 | 26.53 |
| Fund 403 - Pledge State Total: | | | | | 30,353.87 |
| Fund: 501 - Cemetary | | | | | |
| CITY UTILITIES | 081517 | 08/18/2017 | CITY UTILITIES CYCLE A&B | 501-1803-43780 | 404.07 |
| Fund 501 - Cemetary Total: | | | | | 404.07 |
| Fund: 502 - Util Office - Pool | | | | | |
| CREDA | 080717 | 08/11/2017 | CREDA BILLING 08/17 | 502-3601-43770 | 238.25 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 502-3601-41226 | 166.82 |
| XEROX CORP. | 090102234 | 08/11/2017 | BASE CHARGE/METER USAGE | 502-3601-44810 | 363.55 |
| XEROX CORP. | 090102244 | 08/11/2017 | BASE CHARGE/METER USAGE | 502-3601-44810 | 59.66 |
| UPS | F7093X317 | 08/11/2017 | DELIVERY SERVICE | 502-3601-43735 | 42.04 |
| UPS | F7093X327 | 08/18/2017 | DELIVERY SERVICE | 502-3601-43735 | 58.98 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 502-3601-41226 | 166.82 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 502-3601-43775 | 601.58 |
| Fund 502 - Util Office - Pool Total: | | | | | 1,697.70 |
| Fund: 503 - Electric | | | | | |
| NEW MEXICO GAS COMPANY, I... | 072517 | 08/04/2017 | GAS BILLS | 503-3702-43780 | 21.18 |
| INTERNAL SERVICE FUND | 080117 | 08/04/2017 | OIL-MAINT-SAFETY 07/17 | 503-3702-43316 | 17.50 |
| INTERNAL SERVICE FUND | 080117 | 08/04/2017 | OIL-MAINT-SAFETY 07/17 | 503-3702-47420 | 3.45 |
| TWIN PALMS EMBROIDERY, LLC | 1075 | 08/04/2017 | Embroidery with FR thread/Gre... | 503-3702-42620 | 30.00 |
| SUN VALLEY, INC. | 130980/6 | 08/04/2017 | 1lb Fire Ant Killer | 503-3702-47415 | 11.99 |
| SUN VALLEY, INC. | 130980/6 | 08/04/2017 | WHT 1G In Use Out Cover | 503-3702-47415 | 9.99 |
| SUN VALLEY, INC. | 130980/6 | 08/04/2017 | 20V 1/4" Impact Driver | 503-3702-47415 | 179.00 |
| SUN VALLEY, INC. | 130980/6 | 08/04/2017 | 1/2" Knockout Seal | 503-3702-47415 | 0.59 |
| SUN VALLEY, INC. | 130980/6 | 08/04/2017 | 2 Gang Clr Outdoor Cover | 503-3702-47415 | 29.98 |
| SUN VALLEY, INC. | 130980/6 | 08/04/2017 | 25 Pk 22-6 Awg Connector | 503-3702-47415 | 4.29 |
| SUN VALLEY, INC. | 130980/6 | 08/04/2017 | 20V Batter Adapter Kit | 503-3702-47415 | 130.70 |
| BANK OF AMERICA | 286118 | 08/04/2017 | First Aid/CPR/AED Participant's... | 503-3702-42720 | 46.25 |
| MISCO | 31617 | 08/04/2017 | Elk dbl palm gloves med(doz) | 503-3702-47415 | 598.00 |
| MISCO | 31617 | 08/04/2017 | Freight | 503-3702-47415 | 15.00 |
| MISCO | 31617 | 08/04/2017 | Elk dbl palm gloves lg(doz) | 503-3702-47415 | 299.00 |
| SSA SOLAR OF NM 4, LLC | 8476 | 08/04/2017 | POWER SERVICE 07/17 | 503-3702-50795 | 27,627.34 |
| SIERRA AUTO/CARQUEST | ID-213547 | 08/04/2017 | XBO Bolts/Washer | 503-3702-47415 | 42.95 |
| SIERRA AUTO/CARQUEST | ID-213547 | 08/04/2017 | XBO 3/Way Hitch | 503-3702-47415 | 34.99 |
| SIERRA AUTO/CARQUEST | ID-213547 | 08/04/2017 | XBO Red Marking Paint | 503-3702-47415 | 38.94 |
| SIERRA AUTO/CARQUEST | ID-213547 | 08/04/2017 | XBO Socket Set | 503-3702-47415 | 24.99 |
| SIERRA AUTO/CARQUEST | ID-213547 | 08/04/2017 | CRC Electronic Cleaner | 503-3702-47415 | 86.88 |
| SIERRA AUTO/CARQUEST | ID-213547 | 08/04/2017 | XBO 1/2 Driver | 503-3702-47415 | 5.99 |
| SIERRA AUTO/CARQUEST | ID-213547 | 08/04/2017 | XBO White Marking Paint | 503-3702-47415 | 38.94 |
| SIERRA AUTO/CARQUEST | ID-214611 | 08/04/2017 | 3/8 DR TP TX SET | 503-3702-44607 | 29.97 |
| SIERRA AUTO/CARQUEST | ID-214611 | 08/04/2017 | FLX RATCHET SET-SAE | 503-3702-44607 | 63.58 |
| SIERRA AUTO/CARQUEST | ID-214611 | 08/04/2017 | 3/8 FX1/4M ADPTR | 503-3702-44607 | 4.80 |
| IRBY SUPPLY CO. | 5010285438.001 | 08/04/2017 | CARH FR5003-KHI-LRG-REG M/... | 503-3702-42620 | 300.00 |
| TRIPLE H SOLAR, LLC | 0095 | 08/11/2017 | SERVICES/ELECTRIC DEPT | 503-3702-48599 | 1,606.19 |
| SIERRA ELECTRIC CO-OP, INC. | 080417 | 08/11/2017 | POWER SERVICES 07/17 | 503-3702-50795 | 256,855.27 |
| SIERRA ELECTRIC CO-OP, INC. | 080417-1 | 08/11/2017 | MIMS CITY LIGHTS | 503-3702-43780 | 536.36 |
| CITY UTILITIES | 080917 | 08/11/2017 | CITY LANDFILL BILLS | 503-3702-43780 | 24.50 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 503-3702-41226 | 330.59 |
| XEROX CORP. | 090102260 | 08/11/2017 | BASE CHARGE/METER USAGE | 503-3702-44810 | 40.79 |
| SCHAAF AUTOMOTIVE | 133 | 08/11/2017 | Body Labor | 503-3702-47420 | 225.00 |
| SCHAAF AUTOMOTIVE | 133 | 08/11/2017 | Paint Supplies | 503-3702-47420 | 60.00 |
| SCHAAF AUTOMOTIVE | 133 | 08/11/2017 | Paint Labor | 503-3702-47420 | 90.00 |
| TRI-STATE GENERATION & TRA... | 301269 | 08/11/2017 | POWER SERVICE 07/17 | 503-3702-50795 | 30,849.53 |

EOM AP Report

Payment Dates: 08/01/2017 - 08/31/2017

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|-------------------------------|-----------------|------------|------------------------------------|----------------|------------|
| B & H OIL CO. | 43174 | 08/11/2017 | UNLEADED | 503-3702-43316 | 603.44 |
| B & H OIL CO. | 43174 | 08/11/2017 | DIESEL | 503-3702-43317 | 631.84 |
| WESTERN AREA POWER ADMIN | JJPB1798A0717 | 08/11/2017 | POWER SERVICE 07/17 | 503-3702-50795 | 52,224.88 |
| KING'S LOCKSMITH | 06097 | 08/18/2017 | Rekeyable padlock | 503-3702-44607 | 517.20 |
| CITY UTILITIES | 081517 | 08/18/2017 | CITY UTILITIES CYCLE A&B | 503-3702-43780 | 45.36 |
| VILLAGE OF WILLIAMSBURG | 081717 | 08/18/2017 | FRANCHISE TAX APRIL-JUNE 20... | 503-3702-45796 | 4,549.13 |
| ZIA ELECTRICAL PRODUCTS | 16650 | 08/18/2017 | 13T PREWIRED SOCKET | 503-3702-47415 | 366.65 |
| ZIA ELECTRICAL PRODUCTS | 16650 | 08/18/2017 | 100/5 SPADE TYPE CT | 503-3702-47415 | 420.00 |
| ZIA ELECTRICAL PRODUCTS | 16650 | 08/18/2017 | FORM 9S AXS4 3-PHASE METER | 503-3702-47415 | 220.00 |
| ZIA ELECTRICAL PRODUCTS | 16651 | 08/18/2017 | Form 9s AXS4 3phase meter | 503-3702-47415 | 967.85 |
| WESTERN UNITED ELECTRIC | 4101365 | 08/18/2017 | Salisbury rubber glove protector.. | 503-3702-44607 | 44.50 |
| IRBY SUPPLY CO. | 5010322705 | 08/18/2017 | Gree EK42SLDO12 Crimper 6 ton | 503-3702-44607 | 1,677.33 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 503-3702-41226 | 330.59 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 503-3702-43775 | 40.68 |
| ZIA UTILITY SERVICES, LLC | 3337 | 08/25/2017 | Gloves tested | 503-3702-44615 | 140.00 |
| ZIA UTILITY SERVICES, LLC | 3337 | 08/25/2017 | Sleeves tested | 503-3702-44615 | 50.00 |
| ZIA UTILITY SERVICES, LLC | 3337 | 08/25/2017 | New class 2 18" gloves sz 10 | 503-3702-44615 | 180.00 |
| ZIA UTILITY SERVICES, LLC | 3337 | 08/25/2017 | New class 0 Gloves Sz 10 | 503-3702-44615 | 195.00 |
| ZIA UTILITY SERVICES, LLC | 3337 | 08/25/2017 | New class 2 molded sleeves lg | 503-3702-44615 | 614.59 |
| MERCHANT JOB TRAINING & SA... | 3606 | 08/25/2017 | TUITION/MONTOYA/PATE/REES. | 503-3702-42720 | 2,200.00 |
| WESTERN UNITED ELECTRIC | 4101147/4101790 | 08/25/2017 | 2 THHN CU STR BLK 500' 20502... | 503-3702-47415 | 550.00 |
| WESTERN UNITED ELECTRIC | 4101147/4101790 | 08/25/2017 | 4/0 STR CU RHH RHW USE 500' ... | 503-3702-47415 | 1,750.00 |
| WESTERN UNITED ELECTRIC | 4101147/4101790 | 08/25/2017 | 2/0 STR CU RHH RHW USE-2 500... | 503-3702-47415 | 1,150.00 |
| WESTERN UNITED ELECTRIC | 4101147/4101790 | 08/25/2017 | TAPE 33+ 3/4X66' VINYL | 503-3702-47415 | 74.00 |
| ALTEC INDUSTRIES, INC | 50141947 | 08/25/2017 | Labor | 503-3702-47420 | 1,142.65 |
| ALTEC INDUSTRIES, INC | 50141947 | 08/25/2017 | Supplies and Environmental Dis... | 503-3702-47420 | 50.00 |
| ALTEC INDUSTRIES, INC | 50141947 | 08/25/2017 | Freight | 503-3702-47420 | 59.96 |
| ALTEC INDUSTRIES, INC | 50141947 | 08/25/2017 | Replace tubing from shuttle val... | 503-3702-47420 | 380.72 |
| Fund 503 - Electric Total: | | | | | 391,490.89 |

Fund: 504 - Water

| | | | | | |
|--------------------------------|-----------|------------|--------------------------------|----------------|----------|
| NEW MEXICO GAS COMPANY, I... | 072517 | 08/04/2017 | GAS BILLS | 504-3803-43780 | 30.52 |
| INTERNAL SERVICE FUND | 080117 | 08/04/2017 | OIL-MAINT-SAFETY 07/17 | 504-3803-43316 | 209.59 |
| INTERNAL SERVICE FUND | 080117 | 08/04/2017 | OIL-MAINT-SAFETY 07/17 | 504-3803-47420 | 28.15 |
| VERIZON WIRELESS | 080217 | 08/04/2017 | CELL PHONE BILLS | 504-3803-43775 | 68.70 |
| TAXATION AND REVENUE | 080317 | 08/04/2017 | WATER CONSERVATION FEE 07... | 504-3803-43797 | 1,432.44 |
| THE GLOVE WAGON | 108611 | 08/04/2017 | 12 Leather Gloves | 504-3803-44615 | 59.69 |
| THE GLOVE WAGON | 108611 | 08/04/2017 | Gloves-12/L- 12/XL | 504-3803-44615 | 228.00 |
| O'REILLY AUTO PARTS, INC. | 2162-3217 | 08/04/2017 | door handle | 504-3803-47420 | 18.99 |
| WARM SPRINGS RENT ALL | 46928 | 08/04/2017 | Light Tower | 504-3803-47421 | 132.00 |
| WARM SPRINGS RENT ALL | 46928 | 08/04/2017 | Diesel | 504-3803-47421 | 22.61 |
| TURNER ELECTRIC MOTOR INC | 78672 | 08/04/2017 | Labor | 504-3803-47415 | 240.00 |
| TURNER ELECTRIC MOTOR INC | 78672 | 08/04/2017 | Tax on labor | 504-3803-47415 | 19.95 |
| TURNER ELECTRIC MOTOR INC | 78672 | 08/04/2017 | Parts | 504-3803-47415 | 150.00 |
| SIERRA AUTO/CARQUEST | ID-213520 | 08/04/2017 | hose assy | 504-3803-47420 | 101.34 |
| SIERRA AUTO/CARQUEST | ID-213520 | 08/04/2017 | orifice tube | 504-3803-47420 | 1.56 |
| SIERRA AUTO/CARQUEST | ID-213936 | 08/04/2017 | lift support | 504-3803-47420 | 18.89 |
| SIERRA AUTO/CARQUEST | ID-213936 | 08/04/2017 | mag switch | 504-3803-47420 | 56.76 |
| SIERRA AUTO/CARQUEST | ID-214479 | 08/04/2017 | union tee | 504-3803-47420 | 2.12 |
| SIERRA AUTO/CARQUEST | ID-214479 | 08/04/2017 | long nipple | 504-3803-47420 | 4.63 |
| SIERRA AUTO/CARQUEST | ID-214479 | 08/04/2017 | coupling | 504-3803-47420 | 1.69 |
| SIERRA AUTO/CARQUEST | ID-214479 | 08/04/2017 | air valve | 504-3803-47420 | 118.00 |
| SIERRA AUTO/CARQUEST | ID-214479 | 08/04/2017 | 1/8-1/8 nipple | 504-3803-47420 | 1.12 |
| SIERRA AUTO/CARQUEST | ID-214568 | 08/04/2017 | switch | 504-3803-47420 | 40.54 |
| SIERRA AUTO/CARQUEST | ID-214568 | 08/04/2017 | valve | 504-3803-47420 | 118.00 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 504-3803-41226 | 179.64 |
| B & H OIL CO. | 43173 | 08/11/2017 | UNLEADED | 504-3803-43316 | 569.83 |
| B & H OIL CO. | 43173 | 08/11/2017 | DIESEL | 504-3803-43317 | 937.28 |
| NM WATER & WASTEWATER A... | 081117 | 08/18/2017 | REGISTRATION FEE/JUSTIN ARM... | 504-3803-42720 | 300.00 |
| NM UTILITY OPERATOR CERTIFI... | 081117 | 08/18/2017 | WS4 EXAM FEE/ARNULFO CAST... | 504-3803-42720 | 30.00 |
| NM UTILITY OPERATOR CERTIFI... | 081117 | 08/18/2017 | WW1 EXAM FEE/JUSTIN ARMIJO | 504-3803-42720 | 30.00 |

EOM AP Report

Payment Dates: 08/01/2017 - 08/31/2017

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|--------------------------------|----------------|------------|--------------------------------|----------------|----------|
| NM WATER & WASTEWATER A... | 081117 | 08/18/2017 | REGISTRATION FEE/OTTO VIEN... | 504-3803-42720 | 300.00 |
| NM UTILITY OPERATOR CERTIFI... | 081117 | 08/18/2017 | WS1 EXAM FEE/OTTO VIENNA | 504-3803-42720 | 30.00 |
| CITY UTILITIES | 081517 | 08/18/2017 | CITY UTILITIES CYCLE A&B | 504-3803-43780 | 529.08 |
| VILLAGE OF WILLIAMSBURG | 081717 | 08/18/2017 | FRANCHISE TAX APRIL-JUNE 20... | 504-3803-45796 | 891.89 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 504-3803-41226 | 179.64 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 504-3803-43775 | 65.18 |
| AQUA ENVIRONMENTAL TESTI... | 4527-2 | 08/25/2017 | Nitrates *Plus Tax* | 504-3803-44605 | 41.53 |
| AQUA ENVIRONMENTAL TESTI... | 4527-2 | 08/25/2017 | Total Collform | 504-3803-44605 | 47.00 |
| Fund 504 - Water Total: | | | | | 7,236.36 |

Fund: 505 - Solid Waste

| | | | | | |
|------------------------------|-------------|------------|--------------------------------|----------------|-----------|
| NEW MEXICO GAS COMPANY, I... | 071717-1 | 08/04/2017 | GAS BILL/RECYCLE CENTER | 505-3904-43780 | 21.38 |
| INTERNAL SERVICE FUND | 080117 | 08/04/2017 | OIL-MAINT-SAFETY 07/17 | 505-3904-43316 | 217.47 |
| INTERNAL SERVICE FUND | 080117 | 08/04/2017 | OIL-MAINT-SAFETY 07/17 | 505-3904-47420 | 166.96 |
| VERIZON WIRELESS | 080217 | 08/04/2017 | CELL PHONE BILLS | 505-3904-43775 | 68.70 |
| SUN VALLEY, INC. | 131119/6 | 08/04/2017 | 24" MED DEBR PUSH BROOM | 505-3904-44607 | 24.21 |
| SUN VALLEY, INC. | 131119/6 | 08/04/2017 | 16 TINE BOW RAKE | 505-3904-44607 | 28.99 |
| SUN VALLEY, INC. | 131119/6 | 08/04/2017 | 59" TRENCH SHOVEL | 505-3904-44607 | 63.96 |
| SUN VALLEY, INC. | 131119/6 | 08/04/2017 | 18" GRN POLY SNOW SHOVEL | 505-3904-44607 | 30.98 |
| SUN VALLEY, INC. | 131119/6 | 08/04/2017 | 1/4 FLAT WASHERS | 505-3904-44607 | 3.69 |
| SUN VALLEY, INC. | 131479/6 | 08/04/2017 | Pro LG ANG Broom | 505-3904-44607 | 18.64 |
| SUN VALLEY, INC. | 131479/6 | 08/04/2017 | Long Arm Grabber | 505-3904-44607 | 65.97 |
| SUN VALLEY, INC. | 131479/6 | 08/04/2017 | 3 pk 3/8" roller covers | 505-3904-44607 | 7.99 |
| SUN VALLEY, INC. | 131479/6 | 08/04/2017 | 5 in 1 Painter tool | 505-3904-44607 | 16.98 |
| SUN VALLEY, INC. | 131479/6 | 08/04/2017 | 9" pro roller frame | 505-3904-44607 | 29.97 |
| O'REILLY AUTO PARTS, INC. | 2162-342225 | 08/04/2017 | Moly Grease | 505-3904-47420 | 399.00 |
| O'REILLY AUTO PARTS, INC. | 2162-342225 | 08/04/2017 | O'Reilly Def 2.5 Gal. | 505-3904-47420 | 215.80 |
| ACCENT WIRE PRODUCTS | 377944 | 08/04/2017 | 20 BDL5 OF 12X14 FTX125/BDL... | 505-3904-44607 | 1,160.00 |
| B & H OIL CO. | 43112 | 08/04/2017 | 200 Gallons Clear Diesel | 505-3904-43317 | 383.57 |
| BANK OF AMERICA | 548562 | 08/04/2017 | Steel Toe Boots/Tino Luna | 505-3904-44615 | 149.99 |
| GRAINGER, INC. | 9503146475 | 08/04/2017 | Lockout Station | 505-3904-44607 | 151.00 |
| SIERRA AUTO/CARQUEST | ID-213531 | 08/04/2017 | fitting | 505-3904-47420 | 59.91 |
| SIERRA AUTO/CARQUEST | ID-213531 | 08/04/2017 | stopleak | 505-3904-47420 | 6.58 |
| SIERRA AUTO/CARQUEST | ID-213531 | 08/04/2017 | hose | 505-3904-47420 | 10.14 |
| SIERRA AUTO/CARQUEST | ID-213531 | 08/04/2017 | hose | 505-3904-47420 | 127.36 |
| SIERRA AUTO/CARQUEST | ID-213531 | 08/04/2017 | fitting | 505-3904-47420 | 13.90 |
| SIERRA AUTO/CARQUEST | ID-213531 | 08/04/2017 | hose | 505-3904-47420 | 16.17 |
| SIERRA AUTO/CARQUEST | ID-213531 | 08/04/2017 | fitting | 505-3904-47420 | 8.77 |
| SIERRA AUTO/CARQUEST | ID-213531 | 08/04/2017 | fitting | 505-3904-47420 | 43.52 |
| SIERRA AUTO/CARQUEST | ID-213531 | 08/04/2017 | fitting | 505-3904-47420 | 27.56 |
| SIERRA AUTO/CARQUEST | ID-213531 | 08/04/2017 | fitting | 505-3904-47420 | 4.16 |
| SIERRA AUTO/CARQUEST | ID-213531 | 08/04/2017 | fitting | 505-3904-47420 | 2.44 |
| SIERRA AUTO/CARQUEST | ID-213531 | 08/04/2017 | fitting | 505-3904-47420 | 29.08 |
| SIERRA AUTO/CARQUEST | ID-213793 | 08/04/2017 | hose | 505-3904-47420 | 15.00 |
| SIERRA AUTO/CARQUEST | ID-213793 | 08/04/2017 | fitting | 505-3904-47420 | 27.98 |
| SIERRA AUTO/CARQUEST | ID-213793 | 08/04/2017 | o ring | 505-3904-47420 | 1.98 |
| SIERRA AUTO/CARQUEST | ID-214143 | 08/04/2017 | fitting | 505-3904-47420 | 10.99 |
| SIERRA AUTO/CARQUEST | ID-214307 | 08/04/2017 | brake kit | 505-3904-47420 | 84.45 |
| SIERRA AUTO/CARQUEST | ID-214307 | 08/04/2017 | seal | 505-3904-47420 | 32.50 |
| SIERRA AUTO/CARQUEST | ID-214567 | 08/04/2017 | alternator | 505-3904-47420 | 167.08 |
| CITY UTILITIES | 080917 | 08/11/2017 | CITY LANDFILL BILLS | 505-3904-34601 | 21,732.72 |
| NM DEPT OF AGRICULTURE | 080917 | 08/11/2017 | WEIGHMASTER LICENSE/ANDR... | 505-3904-48598 | 100.00 |
| NM DEPT OF AGRICULTURE | 080917 | 08/11/2017 | WEIGHMASTER LICENSE/MICHE... | 505-3904-48598 | 50.00 |
| NM DEPT OF AGRICULTURE | 080917 | 08/11/2017 | WEIGHMASTER LICENSE/MICH... | 505-3904-48598 | 50.00 |
| NM DEPT OF AGRICULTURE | 080917 | 08/11/2017 | WEIGHMASTER LICENSE/KRIST... | 505-3904-48598 | 50.00 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 505-3904-41226 | 387.14 |
| XEROX CORP. | 090102246 | 08/11/2017 | METER USAGE | 505-3904-44810 | 38.93 |
| B & H OIL CO. | 43169 | 08/11/2017 | UNLEADED | 505-3904-43316 | 555.58 |
| B & H OIL CO. | 43169 | 08/11/2017 | DIESEL | 505-3904-43317 | 1,929.94 |
| SWANA NM ROADRUNNER CH... | 081417 | 08/18/2017 | REGISTRATION FEE/RYAN VALLE... | 505-3904-42720 | 250.00 |
| SWANA NM ROADRUNNER CH... | 081417 | 08/18/2017 | REGISTRATION FEE/MATTHEW ... | 505-3904-42720 | 250.00 |

EOM AP Report

Payment Dates: 08/01/2017 - 08/31/2017

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|-------------------------------|----------------|------------|--------------------------------|----------------|-----------|
| VILLAGE OF WILLIAMSBURG | 081717 | 08/18/2017 | FRANCHISE TAX APRIL-JUNE 20... | 505-3904-45796 | 1,130.10 |
| NM RECYCLING COALITION | 943 | 08/18/2017 | REGISTRATION FEE/DENNY JON... | 505-3904-42720 | 199.00 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 505-3904-41226 | 386.63 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 505-3904-43775 | 206.64 |
| NM RECYCLING COALITION | 949 | 08/25/2017 | REGISTRATION FEE/MIKE JOHN... | 505-3904-42720 | 199.00 |
| Fund 505 - Solid Waste Total: | | | | | 31,430.50 |

Fund: 506 - WWTP

| | | | | | |
|--------------------------------|--------------|------------|--------------------------------------|----------------|-----------|
| NEW MEXICO GAS COMPANY, I... | 072717 | 08/04/2017 | GAS BILL/VACUUM STATION | 506-4005-43780 | 22.99 |
| VERIZON WIRELESS | 080217 | 08/04/2017 | CELL PHONE BILLS | 506-4005-43775 | 68.70 |
| VILLAGE OF WILLIAMSBURG | 080317 | 08/04/2017 | SEWER RECEIPTS 07/17 | 506-4005-48798 | 3,327.04 |
| SUN VALLEY, INC. | 131267/6 | 08/04/2017 | 2" 45D SCH 40 PVC Elbow | 506-4005-43416 | 1.27 |
| SUN VALLEY, INC. | 131267/6 | 08/04/2017 | 2" 90D SCH80 PVC Elbow | 506-4005-43416 | 21.96 |
| SUN VALLEY, INC. | 131404/6 | 08/04/2017 | Submersable Pump | 506-4005-43416 | 164.99 |
| JAMES, COOKE & HOBSON, INC. | 226641 | 08/04/2017 | 10" HDL/AVK-Ballcheck Valve ... | 506-4005-43416 | 8,400.00 |
| JAMES, COOKE & HOBSON, INC. | 226649 | 08/04/2017 | Flygt Pump 3127 | 506-4005-43416 | 8,739.76 |
| GRAINGER, INC. | 9488320889 | 08/04/2017 | Motor 3 PH,3/4 HP | 506-4005-43416 | 370.80 |
| SIERRA AUTO/CARQUEST | ID-213525 | 08/04/2017 | oil pressure switch | 506-4005-47420 | 17.99 |
| TRIPLE-S JANITORIAL SUPPLIES | 5038719 | 08/04/2017 | HTH Powdered Chlorine | 506-4005-44607 | 890.95 |
| CITY UTILITIES | 080917 | 08/11/2017 | CITY LANDFILL BILLS | 506-4005-43780 | 11.22 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 506-4005-41226 | 230.22 |
| INTERLAB | 21801/21810 | 08/11/2017 | Acrylonitrile | 506-4005-44605 | 420.00 |
| INTERLAB | 21801/21810 | 08/11/2017 | Cadmium | 506-4005-44605 | 150.00 |
| INTERLAB | 21817/21830 | 08/11/2017 | TSS-Effluent | 506-4005-44605 | 30.00 |
| INTERLAB | 21817/21830 | 08/11/2017 | BOD-Effluent | 506-4005-44605 | 70.00 |
| INTERLAB | 21817/21830 | 08/11/2017 | BOD-Influent | 506-4005-44605 | 70.00 |
| INTERLAB | 21817/21830 | 08/11/2017 | TSS-Influent | 506-4005-44605 | 30.00 |
| USA BLUEBOOK | 322614 | 08/11/2017 | 9 in. Stainless Steel Algae Brush... | 506-4005-43416 | 366.38 |
| B & H OIL CO. | 43172 | 08/11/2017 | UNLEADED | 506-4005-43316 | 672.00 |
| B & H OIL CO. | 43172 | 08/11/2017 | DIESEL | 506-4005-43317 | 53.40 |
| NM UTILITY OPERATOR CERTIFI... | 081117-1 | 08/18/2017 | WS1 EXAM FEE/RUBY OTERO-V... | 506-4005-42720 | 30.00 |
| NM UTILITY OPERATOR CERTIFI... | 081117-1 | 08/18/2017 | WS2 EXAM FEE/JEUSUS NAVAR... | 506-4005-42720 | 30.00 |
| NM WATER & WASTEWATER A... | 081117-1 | 08/18/2017 | REGISTRATION FEE/RUBY OTER... | 506-4005-42720 | 300.00 |
| CITY UTILITIES | 081517 | 08/18/2017 | CITY UTILITIES CYCLE A&B | 506-4005-43780 | 338.80 |
| INTERLAB | 21824/21835 | 08/18/2017 | Acrylonitrile | 506-4005-44605 | 420.00 |
| INTERLAB | 21824/21835 | 08/18/2017 | Cadmium | 506-4005-44605 | 150.00 |
| INTERLAB | 21836 | 08/18/2017 | Hexachlorobenzene | 506-4005-44605 | 70.00 |
| INTERLAB | 21836 | 08/18/2017 | Oil & Grease | 506-4005-44605 | 45.00 |
| INTERLAB | 21836 | 08/18/2017 | Total Phosphorus | 506-4005-44605 | 18.00 |
| INTERLAB | 21836 | 08/18/2017 | Total Nitrogen | 506-4005-44605 | 60.00 |
| TURNER ELECTRIC MOTOR INC | 78727 | 08/18/2017 | Parts | 506-4005-43416 | 55.00 |
| TURNER ELECTRIC MOTOR INC | 78727 | 08/18/2017 | Tax on labor | 506-4005-43416 | 15.79 |
| TURNER ELECTRIC MOTOR INC | 78727 | 08/18/2017 | Labor | 506-4005-43416 | 190.00 |
| DPC INDUSTRIES, INC. | DE7400053517 | 08/18/2017 | DEMURRAGE/RENTAL INVOICE | 506-4005-44607 | 150.00 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 506-4005-41226 | 230.22 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 506-4005-43775 | 104.44 |
| Q A BALANCE SERVICES INC | 1694 | 08/25/2017 | DO Meter | 506-4005-48598 | 102.00 |
| Q A BALANCE SERVICES INC | 1694 | 08/25/2017 | PH Meter | 506-4005-48598 | 91.00 |
| Q A BALANCE SERVICES INC | 1694 | 08/25/2017 | Color Meter | 506-4005-48598 | 102.00 |
| Q A BALANCE SERVICES INC | 1694 | 08/25/2017 | Balance- SA120 | 506-4005-48598 | 91.00 |
| Q A BALANCE SERVICES INC | 1694 | 08/25/2017 | Thermo Meter | 506-4005-48598 | 110.00 |
| ATC GROUP SERVICES, LLC | 2038595 | 08/25/2017 | P. promelas 7 day chronic grow... | 506-4005-44605 | 600.00 |
| ATC GROUP SERVICES, LLC | 2038595 | 08/25/2017 | C.Dubia 7 Day chronic reproduct... | 506-4005-44605 | 600.00 |
| AQUA ENVIRONMENTAL TESTI... | 4527 | 08/25/2017 | E-Coli | 506-4005-44605 | 106.76 |
| AQUA ENVIRONMENTAL TESTI... | 4527-1 | 08/25/2017 | E-Coli | 506-4005-44605 | 106.76 |
| AQUA ENVIRONMENTAL TESTI... | 4527-3 | 08/25/2017 | E-Coli | 506-4005-44605 | 106.76 |
| Fund 506 - WWTP Total: | | | | | 28,353.20 |

Fund: 507 - Solid Waste Transfer Station

| | | | | | |
|--------------------|-----------|------------|------------------------------|----------------|-----------|
| CITY OF LAS CRUCES | 51496 | 08/04/2017 | SOLIDWASTE DISPOSAL TRANS... | 507-4203-45601 | 32,163.64 |
| XEROX CORP. | 090102245 | 08/11/2017 | METER USAGE | 507-4203-44810 | 42.07 |

EOM AP Report

Payment Dates: 08/01/2017 - 08/31/2017

| Vendor Name | Payable Number | Post Date | Description (Item) | Account Number | Amount |
|--|----------------|------------|-----------------------------|----------------|------------|
| RUSTY'S WEIGH SCALES & SERV... | 170707-1021 | 08/18/2017 | REPAIR/WEIGH SCALE | 507-4203-47410 | 536.56 |
| Fund 507 - Solid Waste Transfer Station Total: | | | | | 32,742.27 |
| Fund: 508 - Golf Course | | | | | |
| TERRY TAYLOR | 127 | 08/11/2017 | CONTRACT 07/01/17-07/30/17 | 508-4303-48599 | 11,042.00 |
| CITY UTILITIES | 081517 | 08/18/2017 | CITY UTILITIES CYCLE A&B | 508-4303-43780 | 1,170.29 |
| B & H OIL CO. | 43141 | 08/18/2017 | UNLEADED/DIESEL | 508-4303-48599 | 976.62 |
| Fund 508 - Golf Course Total: | | | | | 13,188.91 |
| Fund: 509 - Muni Airport | | | | | |
| VERIZON WIRELESS | 080217 | 08/04/2017 | CELL PHONE BILLS | 509-4403-43775 | 68.70 |
| NM RETIREE HEALTH CARE | 081017 | 08/11/2017 | BENEFIT PR ENDING 08/04-17 | 509-4403-41226 | 68.83 |
| B & H OIL CO. | 43178 | 08/11/2017 | UNLEADED/DIESEL | 509-4403-43316 | 165.99 |
| NM RETIREE HEALTH CARE | 082317 | 08/25/2017 | BENEFIT POR ENDING 08/18/17 | 509-4403-41226 | 68.83 |
| WINDSTREAM CORPORATION | 082317 | 08/25/2017 | PHONE BILLS | 509-4403-43775 | 415.77 |
| Fund 509 - Muni Airport Total: | | | | | 788.12 |
| Fund: 600 - Internal Serv | | | | | |
| SOUTHWEST SIGN SERVICE | 10475 | 08/04/2017 | decal | 600-7003-47420 | 90.00 |
| SIERRA AUTO/CARQUEST | ID-214480 | 08/04/2017 | spring brake chamber | 600-7003-47420 | 85.78 |
| SIERRA AUTO/CARQUEST | ID-214480 | 08/04/2017 | diaphram | 600-7003-47420 | 5.70 |
| SIERRA AUTO/CARQUEST | ID-214569 | 08/04/2017 | AC dye | 600-7003-47420 | 21.68 |
| SIERRA AUTO/CARQUEST | ID-214569 | 08/04/2017 | penetrating fluid | 600-7003-47420 | 90.00 |
| SIERRA AUTO/CARQUEST | ID-214569 | 08/04/2017 | R134A | 600-7003-47420 | 76.32 |
| SIERRA AUTO/CARQUEST | ID-214569 | 08/04/2017 | washer fluid | 600-7003-47420 | 139.80 |
| Fund 600 - Internal Serv Total: | | | | | 509.28 |
| Grand Total: | | | | | 873,718.73 |

Report Summary

Fund Summary

| Fund | Payment Amount |
|------------------------------------|-------------------|
| 101 - General | 94,102.54 |
| 201 - Corrections | 346.00 |
| 209 - Fire | 4,391.18 |
| 214 - Lodgers Tax | 3,382.00 |
| 216 - Muni Street | 7,699.82 |
| 293 - Vet Wall Perp | 1,512.04 |
| 294 - State Library | 88.73 |
| 295 - Muni Pool | 3,885.67 |
| 298 - PD Donations | 382.50 |
| 302 - Elec Construction | 9,913.51 |
| 303 - Vet Wall | 125.62 |
| 305 - CI Gen | 578.54 |
| 306 - CI Jt Uti | 103,855.15 |
| 309 - USDA WWTP | 89,582.96 |
| 312 - R&R Airport | 7,184.98 |
| 319 - LEDA | 8,492.32 |
| 403 - Pledge State | 30,353.87 |
| 501 - Cemetary | 404.07 |
| 502 - Util Office - Pool | 1,697.70 |
| 503 - Electric | 391,490.89 |
| 504 - Water | 7,236.36 |
| 505 - Solid Waste | 31,430.50 |
| 506 - WWTP | 28,353.20 |
| 507 - Solid Waste Transfer Station | 32,742.27 |
| 508 - Golf Course | 13,188.91 |
| 509 - Muni Airport | 788.12 |
| 600 - Internal Serv | 509.28 |
| Grand Total: | 873,718.73 |

Account Summary

| Account Number | Account Name | Payment Amount |
|----------------|----------------------------|----------------|
| 101-1000-43597 | ATTORNEY FEES-GOVERN... | 4,871.48 |
| 101-1000-48599 | OTHER CONTRACTUAL SE... | 89.74 |
| 101-1001-41226 | RETIREE INSURANCE-OFF ... | 243.38 |
| 101-1001-42310 | PER DIEM-OFFICE OF CITY... | 255.00 |
| 101-1001-42720 | EMPLOYEE TRAINING-OFF... | 280.00 |
| 101-1001-43740 | PRINTING/PUBLISHING | 200.24 |
| 101-1001-43770 | SUBSCRIPTION & DUES | 740.00 |
| 101-1001-43775 | TELEPHONE | 535.92 |
| 101-1001-44810 | EQUIPMENT & MACHINE... | 352.90 |
| 101-1001-47420 | EQUIPMENT MAINTENAN... | 11.94 |
| 101-1002-41226 | RETIREE INSURANCE-MUN... | 150.14 |
| 101-1002-43770 | SUBSCRIPTION & DUES | 60.00 |
| 101-1002-43775 | TELEPHONE | 97.09 |
| 101-1002-60840 | OTHER CAP PUR/AOC/ID ... | 253.25 |
| 101-1003-41226 | RETIREE INSURANCE-OFF ... | 253.58 |
| 101-1003-42305 | MILEAGE REIMBURSEME... | 267.03 |
| 101-1003-42310 | PER DIEM-OFF CITY MAN... | 97.00 |
| 101-1003-42720 | EMPLOYEE TRAINING-OFF... | 350.00 |
| 101-1003-43316 | GAS & OIL | 28.85 |
| 101-1003-43770 | SUBSCRIPTION & DUES | 55.00 |
| 101-1003-43775 | TELEPHONE | 875.34 |
| 101-1003-44810 | EQUIPMENT & MACHINE... | 350.25 |
| 101-1004-41226 | RETIREE INSURANCE-ADM... | 489.60 |
| 101-1004-42305 | MILEAGE REIMBURSEME... | 143.19 |
| 101-1004-42310 | PER DIEM-ADMIN OFFICES | 255.00 |
| 101-1004-43775 | TELEPHONE | 533.03 |

Account Summary

| Account Number | Account Name | Payment Amount |
|----------------|-----------------------------|----------------|
| 101-1004-44810 | EQUIPMENT & MACHINE... | 331.41 |
| 101-1004-48596 | AUDIT CONTRACT-ADMIN... | 6,480.06 |
| 101-1007-41226 | RETIREE INSURANCE-POLI... | 1,760.08 |
| 101-1007-42310 | PER DIEM-POLICE DEPT | 285.00 |
| 101-1007-43316 | GAS & OIL | 2,330.93 |
| 101-1007-43770 | SUBSCRIPTION & DUES | 142.00 |
| 101-1007-43775 | TELEPHONE | 668.26 |
| 101-1007-44606 | OFFICE SUPPLIES | 797.87 |
| 101-1007-44810 | EQUIPMENT & MACHINE... | 218.97 |
| 101-1007-46732 | GENERAL LIABILITY INSUR... | 1,696.49 |
| 101-1007-47420 | MAINTENANCE VEHICLE/... | 510.52 |
| 101-1008-41226 | RETIREE INSURANCE-COD... | 322.80 |
| 101-1008-42620 | UNIFORMS LINEN-CODE ... | 259.00 |
| 101-1008-42720 | EMPLOYEE TRAINING-CO... | 185.00 |
| 101-1008-43316 | GAS & OIL | 544.28 |
| 101-1008-43775 | TELEPHONE | 122.21 |
| 101-1008-47420 | MAINTENANCE VEH/EQUI... | 184.16 |
| 101-1008-48599 | OTHER CONTRACTUAL SE... | 10,000.00 |
| 101-1009-41226 | RETIREE INSURANCE-MUN... | 144.00 |
| 101-1009-43316 | GAS & OIL | 327.88 |
| 101-1009-43317 | DIESEL-RECREATION | 75.75 |
| 101-1009-43775 | TELEPHONE | 292.84 |
| 101-1009-44607 | FIELD SUPPLIES-MUNI RE... | 3,567.18 |
| 101-1009-47410 | Maintenance Contracts | 1,600.00 |
| 101-1009-47420 | MAINTENANCE VEHICLE/... | 814.17 |
| 101-1009-48599 | OTHER CONTRACTUAL SE... | 2,527.50 |
| 101-1010-41226 | RETIREE INSURANCE-BUIL... | 177.22 |
| 101-1010-42720 | EMPLOYEE TRAINING-BL... | 185.00 |
| 101-1010-43316 | GAS & OIL | 62.41 |
| 101-1010-43740 | PRINTING/PUBLISHING | 46.38 |
| 101-1010-43770 | SUBSCRIPTION & DUES | 85.00 |
| 101-1010-43775 | TELEPHONE | 632.23 |
| 101-1010-48555 | CLEAN UP & DEMOLITION... | 542.00 |
| 101-1010-48598 | PROFESSIONAL SERVICES | 100.00 |
| 101-1011-41226 | RETIREE INSURANCE-STRE... | 631.75 |
| 101-1011-43775 | TELEPHONE | 94.00 |
| 101-1012-41226 | RETIREE INSURANCE-FLEE... | 249.36 |
| 101-1012-43316 | GAS & OIL | 162.94 |
| 101-1012-43775 | TELEPHONE | 211.76 |
| 101-1012-44606 | OFFICE SUPPLIES | 35.95 |
| 101-1012-44810 | EQUIPMENT & MACHINE... | 20.99 |
| 101-1014-41226 | RETIREE INSURANCE-FACI... | 421.88 |
| 101-1014-42720 | EMPLOYEE TRAINING-FAC... | 55.00 |
| 101-1014-43316 | GAS & OIL | 440.06 |
| 101-1014-43403 | REGULAR BUILDING MAI... | 10,182.56 |
| 101-1014-43775 | TELEPHONE | 422.37 |
| 101-1014-44607 | FIELD SUPPLIES-FACILITY ... | 1,623.31 |
| 101-1014-44615 | SAFETY EQUIPMENT | 507.84 |
| 101-1014-47410 | MAINTENANCE CONTRAC... | 53.76 |
| 101-1014-47420 | MAINTENANCE-VEHICLE/... | 26.54 |
| 101-1016-41226 | RETIREE INSURANCE-LIBR... | 330.78 |
| 101-1017-48599 | OTHER CONTRACTUAL SE... | 24,517.32 |
| 101-1018-43780 | UTILITIES | 3,422.16 |
| 101-1018-46732 | GENERAL LIABILITY INSUR... | 34.66 |
| 101-1099-34348 | RENT OF PUBLIC FACILITIES | 800.00 |
| 201-1903-44805 | AUTO/LAB/DWI/JUD ED | 346.00 |
| 209-1603-43316 | GAS & OIL | 297.16 |
| 209-1603-43770 | SUBSCRIPTION & DUES | 2,836.28 |

Account Summary

| Account Number | Account Name | Payment Amount |
|----------------|-----------------------------|----------------|
| 209-1603-43775 | TELEPHONE | 117.13 |
| 209-1603-43780 | UTILITIES | 501.83 |
| 209-1603-47405 | MAINTENANCE-BUILDING... | 69.44 |
| 209-1603-47420 | MAINTENANCE VEHICLE/... | 569.34 |
| 214-2503-44810 | EQUIPMENT & MACHINE... | 950.73 |
| 214-2503-47597 | 9% ADVERTISING/MARKET... | 1,433.05 |
| 214-2503-47598 | PUBLIC ARTS PROJECT | 100.00 |
| 214-2503-48599 | OTHER CONTRACTUAL SE... | 481.56 |
| 214-2503-48815 | SERVICE CONTRACTS-LO... | 416.66 |
| 216-4503-32842 | ROADWAYS - NMFA | 2,793.73 |
| 216-4503-43316 | GAS & OIL | 367.40 |
| 216-4503-43317 | DIESEL FUEL-STREET MAI... | 1,906.12 |
| 216-4503-44615 | SAFETY EQUIPMENT | 506.52 |
| 216-4503-47420 | MAINT.VEHILCE/FURN/E... | 2,126.05 |
| 293-5103-44810 | COLUMBARIUM EXPENSES | 1,512.04 |
| 294-5003-43775 | TELEPHONE | 81.92 |
| 294-5003-48599 | OTHER CONTRACTUAL SE... | 6.81 |
| 295-4803-41226 | RETIREE INSURANCE-MUN... | 74.96 |
| 295-4803-43780 | UTILITIES-MUNI POOL | 149.58 |
| 295-4803-44607 | FIELD SUPPLIES-MUNI PO... | 3,661.13 |
| 298-2103-45607 | MISC. EXPENSES | 382.50 |
| 302-4603-90905 | DEBT SERVICE PRINCIPAL | 7,490.09 |
| 302-4603-90910 | DEBT SERVICE INTEREST | 2,275.60 |
| 302-4603-90915 | COMMITMENT FEES & O... | 147.82 |
| 303-4703-43775 | TELEPHONE | 125.62 |
| 305-6003-43815 | SOFTWARE LIC/SOFTWAR... | 578.54 |
| 306-6103-80845 | CAPITAL IMPROVEMENTS | 85,544.05 |
| 306-6103-90905 | DEBT SERVICE PRINCIPAL... | 14,634.50 |
| 306-6103-90910 | DEBT SERVICE INTEREST | 3,582.50 |
| 306-6103-90915 | COMMITMENTS & OTHER... | 94.10 |
| 309-6403-60810 | USDA GRANT | 89,582.96 |
| 312-8403-60403 | TAXIWAY A PAVEMENT | 5,708.25 |
| 312-8403-60599 | AIRPORT FUEL FARM GR... | 1,476.73 |
| 319-6503-60806 | Grant Expenses | 8,492.32 |
| 403-1203-90905 | DEBT SERVICE PRINCIPAL... | 18,725.34 |
| 403-1203-90910 | DEBT SERVICE INTEREST | 11,602.00 |
| 403-1203-90925 | COMMITMENTS & OTHER... | 26.53 |
| 501-1803-43780 | UTILITIES | 404.07 |
| 502-3601-41226 | RETIREE INSURANCE-UTIL... | 333.64 |
| 502-3601-43735 | POSTAGE & MAIL SERVICE... | 101.02 |
| 502-3601-43770 | SUBSCRIPTIONS & DUES | 238.25 |
| 502-3601-43775 | TELEPHONE | 601.58 |
| 502-3601-44810 | EQUIPMENT & MACHINE | 423.21 |
| 503-3702-41226 | RETIREE INSURANCE-ELEC... | 661.18 |
| 503-3702-42620 | UNIFORM/LINEN-ELECTRI... | 330.00 |
| 503-3702-42720 | EMPLOYEE TRAINING-ELE... | 2,246.25 |
| 503-3702-43316 | GAS & OIL | 620.94 |
| 503-3702-43317 | DIESEL FUEL-ELECTRIC DIV... | 631.84 |
| 503-3702-43775 | TELEPHONE | 40.68 |
| 503-3702-43780 | UTILITIES | 627.40 |
| 503-3702-44607 | FIELD SUPPLIES | 2,337.38 |
| 503-3702-44615 | SAFETY EQUIPMENT | 1,179.59 |
| 503-3702-44810 | EQUIPMENT/MACHINERY... | 40.79 |
| 503-3702-45796 | FRANCHISE TAX-ELECTRIC... | 4,549.13 |
| 503-3702-47415 | MAINTENANCE/GROUNDS... | 7,050.72 |
| 503-3702-47420 | MAINTENANCE-VEHICLE/... | 2,011.78 |
| 503-3702-48599 | OTHER CONTRACTUAL SE... | 1,606.19 |
| 503-3702-50795 | WHOLESALE POWER COS... | 367,557.02 |

Account Summary

| Account Number | Account Name | Payment Amount |
|---------------------|----------------------------|-------------------|
| 504-3803-41226 | RETIREE INSURANCE-WAT... | 359.28 |
| 504-3803-42720 | EMPLOYEE TRAINING-WA... | 690.00 |
| 504-3803-43316 | GAS & OIL | 779.42 |
| 504-3803-43317 | DIESEL-WATER DIVISION | 937.28 |
| 504-3803-43775 | TELEPHONE | 133.88 |
| 504-3803-43780 | UTILITIES | 559.60 |
| 504-3803-43797 | WATER CONSERVATION-... | 1,432.44 |
| 504-3803-44605 | CHEMICALS/LABORATORY... | 88.53 |
| 504-3803-44615 | SAFETY EQUIPMENT | 287.69 |
| 504-3803-45796 | FRANCHISE TAX-WATER D... | 891.89 |
| 504-3803-47415 | MAINTENANCE-GROUNDS.. | 409.95 |
| 504-3803-47420 | MAINTENANCE-VEHICLE/... | 511.79 |
| 504-3803-47421 | MAINTENANCE EQUIPME... | 154.61 |
| 505-3904-34601 | WASTE DISPOSAL | 21,732.72 |
| 505-3904-41226 | RETIREE INSURANCE-SOLI... | 773.77 |
| 505-3904-42720 | EMPLOYEE TRAINING-SOL... | 898.00 |
| 505-3904-43316 | GAS & OIL | 773.05 |
| 505-3904-43317 | DIESEL FUEL-SOLID WASTE.. | 2,313.51 |
| 505-3904-43775 | TELEPHONE | 275.34 |
| 505-3904-43780 | UTILITIES | 21.38 |
| 505-3904-44607 | FIELD SUPPLIES-SOLID WA... | 1,602.38 |
| 505-3904-44615 | SAFETY EQUIPMENT | 149.99 |
| 505-3904-44810 | EQUIPMENT & MACHINE... | 38.93 |
| 505-3904-45796 | FRANCHISE TAX | 1,130.10 |
| 505-3904-47420 | MAINTENANCE-VEHICLE/... | 1,471.33 |
| 505-3904-48598 | PROFESSIONAL SERVICES | 250.00 |
| 506-4005-41226 | RETIREE INSURANCE-WAS... | 460.44 |
| 506-4005-42720 | EMPLOYEE TRAINING-WA... | 360.00 |
| 506-4005-43316 | GAS & OIL | 672.00 |
| 506-4005-43317 | DIESEL FUEL-WASTEWAT... | 53.40 |
| 506-4005-43416 | O & M PURCHASES-WAST... | 18,325.95 |
| 506-4005-43775 | TELEPHONE | 173.14 |
| 506-4005-43780 | UTILITIES | 373.01 |
| 506-4005-44605 | CHEMICALS/LABORATORY... | 3,053.28 |
| 506-4005-44607 | FIELD SUPPLIES-WASTEW... | 1,040.95 |
| 506-4005-47420 | MAINTENANCE-VEHICLE/... | 17.99 |
| 506-4005-48598 | PROFESSIONAL SERVICES | 496.00 |
| 506-4005-48798 | VILLAGE OF WILLIAMSBU... | 3,327.04 |
| 507-4203-44810 | EQUIPMENT & MACHINE... | 42.07 |
| 507-4203-45601 | WASTE DISPOSAL | 32,163.64 |
| 507-4203-47410 | MAINTENANCE CONTRAC... | 536.56 |
| 508-4303-43780 | UTILITIES | 1,170.29 |
| 508-4303-48599 | OTHER CONTRACTUAL SE... | 12,018.62 |
| 509-4403-41226 | RETIREE INSURANCE-AIR... | 137.66 |
| 509-4403-43316 | GAS & DIESEL | 165.99 |
| 509-4403-43775 | TELEPHONE | 484.47 |
| 600-7003-47420 | MAINTENANCE-VEHICLE/... | 509.28 |
| Grand Total: | | 873,718.73 |

Project Account Summary

| Project Account Key | Payment Amount |
|---------------------|-------------------|
| **None** | 873,718.73 |
| Grand Total: | 873,718.73 |



E.5

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

ITEM:

Approve the waiver for a Special Dispenser's Permit for bullocks for an event to be held at Our Lady of Perpetual Help Church on September 16, 2017.

BACKGROUND:

Last week we received a request from Bullocks to sign a Special Dispenser's Permit Application for an event to be held at Our Lady of Perpetual Help Church on September 16, 2017. In the past, the City Clerk has been authorized to sign off on these applications for similar events. This application which is on the premises of the church requires a waiver from the Governing Body. The waiver is required anytime a permit application is within 300 feet of a church or school. So we met with the City Manager and Bullocks to determine how we can proceed with the permit application so it can be turned into the Regulation & Licensing/Alcohol & Gaming Division (AGD) in time for approval. Clerk-Treasurer Cantin and Serina from Bullocks then contacted a representative from AGD who agreed if we would submit a tentative approval letter with her application, they would allow us to send final approval from the Commission once received. Clerk-Treasurer Cantin prepared the attached letter at that time for the tentative approval.

Therefore, at this time, we are asking for the Commission to give final approval for the waiver for a Special Dispenser's Permit for bullocks for an event to be held at Our Lady of Perpetual Help Church on September 16, 2017.

STAFF RECOMMENDATION:

Approve the waiver for a Special Dispenser's Permit for bullocks for an event to be held at Our Lady of Perpetual Help Church on September 16, 2017.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 09/13/2017

Steven L. Green
Mayor

Sandra K. Whitehead
Mayor Pro-Tem

Kathleen Clark
Commissioner



Rolf Hechler
Commissioner

Joshua Frankel
Commissioner

Juan A. Fuentes
City Manager

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

August 31, 2017

Regulation & Licensing Department
Alcohol & Gaming Division
2550 Cerrillos Rd # 2
Santa Fe, NM 87505

To Whom it may concern,

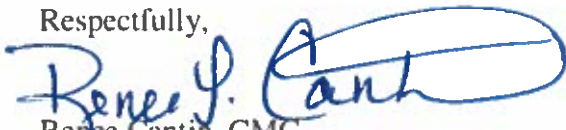
Bullocks, Inc. has submitted a Special Dispenser's Permit Application for an event to be held on September 16, 2017 at the Our Lady of Perpetual Help Church.

The City of Truth or Consequences tentatively approves the waiver for the permit because it's within 300 feet of the church pending ratification by the City Commission at their September 13, 2017 meeting. We will forward the final complete approval on September 13th to your office.

We hope that you will proceed with the application pending our final approval so they can continue to plan their event.

Please feel free to contact me at the number list above or by email to: rcantin@torcnm.org if you need any further information.

Respectfully,


Renee Cantin, CMC
Clerk-Treasurer

OUR LADY OF PERPETUAL HELP CHURCH

103 E. 6th

Truth or Consequences, NM 87901

575-894-7804

Fax: 575-894-0451

17 August 2017

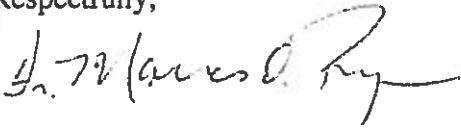
Bullock's Inc.
Att: Forrest Hill
630 Broadway
Truth or Consequences, NM
87901

Dear Mr. Hill:

On September 16, 2017, Our Lady of Perpetual Help Church will be hosting a "Street Dance" in conjunction with our Parish Festival. The dance will be held on the parking lot adjacent to our Church building. I am writing to give you permission to set up a Beer Garden on our premises. The location is situated between our Church and Parish Hall which are located on Date Street between 5th and 6th Streets.

We appreciate your participation in this activity and especially your commitment to serve the community of Truth or Consequences. If you have any questions or concerns, please feel free to contact Sandy Whitehead (575-894-7804) who is the coordinator of this event.

Respectfully,



Fr. Marcos O. Reyna
Pastor - Our Lady of Perpetual Help Church



F.1 +
G.1

CITY OF TRUTH OR CONSEQUENCES

COMMISSION ACTION FORM

ITEM:

DISCUSSION/ACTION: ADOPTION OF ORDINANCE NO. 686 AUTHORIZING ISSUANCE AND SALE OF \$2,188,146 CITY OF TRUTH OR CONSEQUENCES MUNICIPAL GROSS RECEIPTS TAX REVENUE BONDS FOR THE PURPOSE OF CONSTRUCTING, PURCHASING, FURNISHING, EQUIPPING, REHABILITATING, MAKING ADDITIONS TO OR MAKING IMPROVEMENTS TO A LAW ENFORCEMENT FACILITY.

BACKGROUND:

The City acquired the Old Armory property from the NM State National Guard for the purpose of constructing an Animal Shelter and Regional Public Safety Complex. The goal for acquiring the property is to consolidate Public Safety Operations (Animal Shelter and Law Enforcement) near each other to share resources and reduce operation costs. The first priority project was the new Regional Animal Shelter. The project has been funded by State and Local Appropriations. A notice to proceed has been issued to the contract and construction is in progress.

The next priority project is the renovation of the existing Old Armory for law enforcement. The City Commission has approved an architectural contract with NCA Architects and preliminary plans and estimates are being finalized. During the City Commission meeting on February 14th, the City Commission authorized staff to proceed with financing options for this project. On June 14th, the City Commission authorized an application with the New Mexico Finance Authority for up to \$2,500,000 for the Law Enforcement Complex Project. The New Mexico Finance Authority Board met on July 29th and approved the City's application for financing the Law Enforcement Project.

During the City Commission meeting on August 9th, Mark Valenzuela, GK Baum, presented his analysis of the financing options for the project. The analysis showed that NMFA provided the best financing and recommended to proceed with an NMFA loan to be repaid by a portion of the dedicated Police GRT. The City Commission approved and authorized staff to proceed with the publication of Ordinance No. 686 authorizing issuance and sale of \$2,188,146 City of Truth or Consequences Municipal Gross Receipts Tax Revenue Bonds for the purpose of constructing, purchasing, furnishing, equipping, rehabilitating, making additions to or making improvements to a Law Enforcement Facility.

STAFF RECOMMENDATION:

- Approval of Ordinance No. 686.

| | | |
|-----------------------|--------------------------|---------------|
| Name: Juan A. Fuentes | Department: City Manager | Mtg: 09/13/17 |
|-----------------------|--------------------------|---------------|

STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY

The City Commission (the "Governing Body") of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at 405 West Third Ave., Truth or Consequences, New Mexico being the meeting place of the Governing Body for the regular meeting held on the 13th day of September, 2017, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

Absent:

Also Present:

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

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

ORDINANCE NO. 686

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$2,188,146 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF CONSTRUCTING A LAW ENFORCEMENT FACILITY FOR THE GOVERNMENTAL UNIT, FUNDING A LOAN AGREEMENT RESERVE ACCOUNT AND PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE ONE-FOURTH OF ONE PERCENT (0.25%) OF THE DEDICATED PUBLIC SAFETY MUNICIPAL LOCAL OPTION GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-9, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF THE MUNICIPAL LOCAL OPTION GROSS RECEIPTS TAX TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

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

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

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

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged

Revenues have not heretofore been pledged to secure the payment of any obligation, which is currently outstanding; and

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

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

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

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

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

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

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

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

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

"Act" means the general laws of the State, Sections 3-31-1 through 3-21-12, NMSA 1978, as amended, Section 7-19D-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this

Ordinance.

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

“Authorized Officers” means the Mayor, Mayor Pro-Tem, City Manager and City Clerk.

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

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

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

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

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

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

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

“Finance Authority” means the New Mexico Finance Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Ordinance" means this Ordinance No. 686 adopted by the Governing Body on September 13, 2017 approving the Loan Agreement and the Intercept Agreement as amended from time to time.

"Parity Obligations" means the Loan Agreement and any other obligations, now or

hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet attached as Exhibit "A" to the Loan Agreement.

"Pledged Revenues" means the revenues received pursuant to the Tax Ordinance which imposes a Municipal Loan Option Gross Receipts Tax known as the one-fourth of one percent (0.25%) the Municipal Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit and pledged to payment of the Loan Agreement.

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

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

"Project" means the project described in Exhibit "A" to the Loan Agreement.

"State" means the State of New Mexico.

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

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

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the acquisition and construction of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

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

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

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary or advisable.

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

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

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

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of and the public served by the Governmental Unit.

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

G. Other than as described in Exhibit "A" to the Loan Agreement, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

I. Pursuant to Section 7-19D-9, NMSA 1978, as amended, the Governmental Unit heretofore has adopted the Tax Ordinance, which imposes a Municipal Local Option Gross Receipts Tax known as the one-fourth of one percent (.25%) Municipal Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit.

J. Pursuant to Section 7-1-6.12, NMSA 1978, as amended, the Governmental Unit receives Pledged Revenues from the Distributing State Agency.

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

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourth majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring and constructing the Project,

it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$2,188,146, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition and construction of the Project; (ii) fund the Loan Agreement Reserve Account; and (iii) pay the Processing Fee and (iv) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an original aggregate principal amount of \$2,188,146, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, beginning on May 1, 2018 at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

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

in its sole and absolute discretion.

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

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

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

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

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

B. Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that construction of and payment for the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

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

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

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal and interest due under the Loan Agreement, including sufficient Pledged Revenues in the Loan Agreement Reserve Account to maintain the

Loan Agreement Reserve Requirement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amounts in the Finance Authority Debt Service Account and Loan Agreement Reserve Account total a sum at least equal to the entire aggregate amount to become due as to principal, interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

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

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Loan Agreement and Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Ordinance. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. This Ordinance

may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

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

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

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

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

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

(Form of Summary of Ordinance for Publication)

City of Truth or Consequences, New Mexico

Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 686, duly adopted and approved by the Governing Body of the City of Truth or Consequences, New Mexico, on September 13, 2017. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the City Clerk, 505 Sims Street, Truth or Consequences, New Mexico.

The title of the Ordinance is:

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

ORDINANCE NO. 686

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$2,188,146 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF CONSTRUCTING A LAW ENFORCEMENT FACILITY FOR THE GOVERNMENTAL UNIT, FUNDING A LOAN AGREEMENT RESERVE ACCOUNT AND PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE ONE-FOURTH OF ONE PERCENT (0.25%) OF THE DEDICATED PUBLIC SAFETY MUNICIPAL LOCAL OPTION GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-9, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF THE MUNICIPAL LOCAL OPTION GROSS RECEIPTS TAX TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 13th DAY OF SEPTEMBER, 2017.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By: _____
Steve Green, Mayor

[SEAL]

ATTEST:

Renee Cantin, Clerk-Treasurer

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

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

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

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

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

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By: _____
Steve Green, Mayor

[SEAL]

ATTEST:

Renee Cantin, Clerk-Treasurer

EXHIBIT "A"
Meeting Agenda
of the September 13, 2017
City Commission Meeting

(See attached)

STATE OF NEW MEXICO
CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY

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

1. The foregoing pages are a true and complete copy of the record of the proceedings of the City Commission of the City of Truth or Consequences, New Mexico (the "Governing Body"), constituting the governing body of the Governmental Unit had and taken at a duly called regular meeting held at, 405 West Third Ave., Truth or Consequences, New Mexico, on September 13, 2017, at the hour of 9:00 a.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of September, 2017.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

[SEAL]

By: _____
Renee Cantin, Clerk-Treasurer

INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into October 27, 2017, by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the "State") under the laws of the State and the CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the "Governmental Unit").

WITNESSETH:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as the construction of a new law enforcement facility for use by the Governmental Unit; and

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

WHEREAS, the Governmental Unit desires to acquire the Project and such acquisition is permitted under the Act; and

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

WHEREAS, the Governmental Unit desires to borrow \$2,188,146 from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement; and

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

NOW THEREFORE, the parties hereto agree:

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

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$2,188,146 to finance the acquisition of the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan and all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit "A" (the "Intercept Schedule").

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

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

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

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

Section 3. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Ordinance No. 686, passed and adopted on September 13, 2017 by the Governing Body of the Governmental Unit, which Ordinance is in full force and effect on the date hereof.

Section 4. Severability of Invalid Provisions. If any one or more of the provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 5. Counterparts. This Intercept Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Further Authorization. The Governmental Unit agrees that the Finance Authority shall do all things necessary or convenient to the implementation of the Program to facilitate the Loan to the Governmental Unit.

Section 7. Effective Date. This Intercept Agreement shall take effect on the Closing Date of the Loan.

Section 8. Initial Intercept Date. As indicated on the Intercept Schedule, the first distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit distributed in December, 2017.

Section 9. Final Intercept Date. Once the Loan has been fully paid off and satisfied, Finance Authority shall provide written notice to the Distributing State Agency to discontinue the interception of the Governmental Unit's Pledged Revenues.

[Remainder of page left intentionally blank]

[Signature page follows]

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

NEW MEXICO FINANCE AUTHORITY

By: _____
Robert P. Coalter, Chief Executive Officer

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By: _____
Steve Green, Mayor

(SEAL)

Attest:

By: _____
Renee Cantin, City Clerk-Treasurer

Acknowledged:

By: _____
State Taxation and Revenue Department

Date: _____

4315910.DOC

EXHIBIT "A"

**INTERCEPT SCHEDULE
TRUTH OR CONSEQUENCES, NEW MEXICO**

| Payment Dates | Pledged Revenues | Amount |
|--|--|---------------|
| Monthly, beginning December, 2017 through April, 2019 | The distribution of the one-fourth of one percent (.25%) Municipal Gross Receipts Tax Revenues to the City of Truth or Consequences. New Mexico pursuant to Section 7-19D-9, NMSA 1978, and Ordinance No. 606 passed and approved on June 14, 2011, with an effective date of January 1, 2012, which distributions are made monthly by the State Taxation and Revenue Department | \$11,421.71 |
| May, 2019 through April, 2042 | | \$9,311.18 |

\$2,188,146

LOAN AGREEMENT

dated

October 27, 2017

by and between the

NEW MEXICO FINANCE AUTHORITY

and

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

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

LOAN AGREEMENT

THIS LOAN AGREEMENT dated October 27, 2017 is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and the CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (the "Governmental Unit"), a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

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

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

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

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

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

WHEREAS, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed the one-fourth of one percent (.25%) Municipal Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit which provides for the Pledged Revenues; and

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

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

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

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

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

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

“Authorized Officers” means, in the case of the Governmental Unit, Mayor, Mayor Pro-Tem, City Manager and City Clerk, and, in the case of the Finance Authority, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Intercept Agreement” means the Intercept Agreement dated October 27, 2017, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

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

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

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

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

“Loan Agreement Payment” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Governmental Unit as payment of this Loan Agreement as shown on Exhibit “B” hereto.

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

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

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

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

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

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

“Ordinance” means the Governmental Unit Ordinance No. 686 adopted by the Governing Body on September 13, 2017 approving this Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

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

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

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

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

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

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

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

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

“Term Sheet” means Exhibit “A” attached hereto.

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

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

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

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

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

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation or

agreement of any officer, agent or employee of the Governmental Unit or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer, agent or employee of the Governmental Unit executing this Loan Agreement shall be liable personally on this Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Loan Agreement and Intercept Agreement. The Governmental Unit is a political subdivision of the State and is duly organized and existing under the statutes and laws of the State. Pursuant to the Act, as amended and supplemented from time to time, the Governmental Unit is authorized by the Act to enter into the transactions contemplated by this Loan Agreement and the Intercept Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement, the Intercept Agreement, and the other documents related to the transaction.

(d) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement (less the deposits to the Loan Agreement Reserve Account, if any, the Finance Authority Debt Service Account and the Processing Fee) to the acquisition of the Project.

(e) Payment of Loan Agreement. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in Exhibit "B" hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from the Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(f) Acquisition and Completion of Project. The Project will consist of constructing a new law enforcement facility. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Project complies with Section 7-19D-9, NMSA 1978, as amended.

(g) Necessity of Project. The acquisition of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and its residents.

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

(i) Loan Agreement Term. The weighted average maturity of 13.884 years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is thirty (30) years.

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

(k) No Private Activity. The Governmental Unit is a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code. In addition, no amounts disbursed from the Program Account and used to finance the Project shall be used in the trade or business of a person who is not a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code.

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

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

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

(o) Outstanding Debt. Except for the Parity Obligations, if any, described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding.

(p) No Litigation. To the knowledge of the Governmental Unit, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the

Intercept Agreement by the Governmental Unit nor compliance by the Governmental Unit with the obligations under such agreements, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

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

(r) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

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

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

(v) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: annual audits, operational data required to update information in any disclosure documents used to assign or securitize the Loan Agreement Payments by issuance of Bonds by the Finance Authority pursuant to the Indenture, and notification of any event deemed material by the Finance Authority.

(w) Tax Covenants. The Governmental Unit covenants that it shall restrict the use of the proceeds of this Loan Agreement in such manner and to such extent, if any, as may be necessary so that this Loan Agreement will not constitute an arbitrage bond under Section 148 of the Code and that it shall pay any applicable rebate to the Internal Revenue Service. Authorized Officers are hereby authorized and directed to execute an Arbitrage and Tax Certificate as may be required by the Finance Authority and such additional certificates as shall be necessary to establish that this Loan Agreement is not an "arbitrage bond" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150 as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Governmental Unit covenants to comply with the provisions of any such Arbitrage and Tax Certificate and the provisions thereof will be incorporated herein by reference to the same extent

as if set forth herein. The Governmental Unit covenants that no use will be made of the proceeds of this Loan Agreement, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148-1(b)) of this Loan Agreement, which use, if it had been reasonably expected on the Closing Date, would have caused this Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Governmental Unit obligates itself to comply throughout the Loan Agreement Term with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Governmental Unit further represents and covenants that no bonds or other evidence of indebtedness of the Governmental Unit payable from substantially the same source as this Loan Agreement have been or will be issued, sold or delivered within fifteen (15) days prior to or subsequent to the Closing Date. The Governmental Unit hereby further represents and covenants to comply with Section 7.6 hereof, which designates this Loan Agreement as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Code.

(x) Pledged Revenues Covenants. The Governing Body has duly adopted the Tax Ordinance imposing the one-fourth of one percent (.25%) Municipal Gross Receipts Tax, which constitutes the Pledged Revenues. The Tax Ordinance has not been repealed or superseded and is in full force and effect.

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

(a) Authorization of Loan Agreement and Intercept Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and the Intercept Agreement and, by proper action, has duly authorized the execution and delivery of this Loan Agreement and the Intercept Agreement based upon the Finance Authority's findings that:

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

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

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

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

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

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

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

(f) Tax-Exempt Reimbursement of Amount Loaned. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act) for the amount of the Loan from the proceeds of tax-exempt bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date.

ARTICLE III LOAN AGREEMENT TERM

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

ARTICLE IV LOAN; APPLICATION OF MONEYS

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

(a) To the Trustee, the amount shown on the Term Sheet as the Program Account deposit shall be deposited into the Governmental Unit's Program Account to be maintained by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof at the direction of the Governmental Unit as needed by the Governmental Unit for the Project; and

(b) To the Trustee, the amount shown on the Term Sheet as the Loan Agreement Reserve Account deposit shall be deposited in the Governmental Unit's account

maintained in the Loan Agreement Reserve Fund by the Trustee pursuant to the Indenture; and

(c) To the Finance Authority, the amount shown on the Term Sheet as the Finance Authority Debt Service Account deposit shall be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 hereof; and

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

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

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

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

required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law.

Section 5.2 Payment Obligations of Governmental Unit. As provided in the Intercept Agreement, the Distributing State Agency shall cause to be transferred from the Pledged Revenues, the amounts provided in subsections (a)(i) and (ii) of this Section 5.2 for deposit into the Finance Authority Debt Service Account and the amount provided in subsection (c) for deposit into the Loan Agreement Reserve Account. The Finance Authority Debt Service Account shall be established and held by the Finance Authority and the Loan Agreement Reserve Account shall be established and held by the Trustee, each on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to this Section 5.2 shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account and Loan Agreement Reserve Account shall be expended and used by the Finance Authority or the Trustee, as the case may be, only in the manner and order of priority specified below.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority, and the Finance Authority shall transfer and deposit into the Finance Authority Debt Service Account the following from the Pledged Revenues received pursuant to the Intercept Agreement from the Governmental Unit, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture:

(i) Interest Components. (A) Monthly, beginning on the first day of the month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Interest Component coming due on this Loan Agreement (which is May 1, 2018), and (B) on the first day of each month thereafter, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component on this Loan Agreement as described in Exhibit "B";

(ii) Principal Payments. (A) Monthly, beginning on the first day of the month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Principal Component (which is May 1, 2018), and (B) on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in Exhibit "B".

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

(c) As a second charge and lien on the Pledged Revenues received from the Governmental Unit after deposits in (a) and (b) have been made, the Trustee shall transfer and deposit to the Loan Agreement Reserve Account any amounts necessary to replenish the Loan Agreement Reserve Account to the Loan Agreement Reserve Requirement. Moneys in the Loan Agreement Reserve Account shall be held and administered by the Trustee and shall be used only to prevent deficiencies in the payment of the Principal Component and Interest Component

of the Loan Agreement Payments resulting from a failure to deposit into the Finance Authority Debt Service Account sufficient funds to pay debt service requirements on the Loan; provided, that the final two Interest Components and the final Principal Component on the Loan shall be payable from the Loan Agreement Reserve Account. If funds are withdrawn from the Loan Agreement Reserve Account to pay debt service on the Loan, at the direction of the Finance Authority or the Trustee, additional Pledged Revenues shall be deposited into the Loan Agreement Reserve Account in amounts in equal monthly installments sufficient to restore the amount on deposit therein to the Loan Agreement Reserve Requirement within one (1) year following such withdrawal; provided, that no additional Pledged Revenues shall be intercepted to replenish the Loan Agreement Reserve Account following the transfer of the amount in the Loan Agreement Reserve Account to the Finance Authority Debt Service Account for payment of the final two Interest Components and the final Principal Component.

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

(d) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute to the Governmental Unit for any purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 herein, for remittance to the Trustee. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority, the Trustee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4 Disposition of Payments by the Trustee. The Trustee shall deposit all moneys received from the Finance Authority under this Loan Agreement in accordance with the Indenture.

Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional

Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), it must be determined that:

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

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

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty-five percent (125%) of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

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

(e) No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement.

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

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the

lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.

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

(i) The outstanding obligations so refunded are Parity Obligations and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof.

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

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

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof; or

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

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

Section 5.7 Investment of Governmental Unit Funds. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority for the Governmental Unit may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account and the Loan Agreement Reserve Account held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the discretion of the Trustee.

Any earnings on any of said accounts shall be held and administered in each respective account and utilized in the same manner as the other moneys on deposit therein.

Section 5.8 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI THE PROJECT

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

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

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

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

Section 6.4 Application of Loan Agreement Proceeds Subsequent to Completion of the Project. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond

Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

ARTICLE VII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

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

Section 7.3 Requirements of Law. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 First Lien; Equality of Liens. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.5 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

Section 7.6 Bank Designation of Loan Agreement. For purposes of and in accordance with Section 265 of the Code, the Governmental Unit hereby designates this Loan Agreement as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Governmental Unit reasonably anticipates that the total

amount of tax exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Governmental Unit and by any aggregated issuer during the current calendar year will not exceed \$10,000,000. For purposes of this Section 7.6, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that: (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code; and (b) the total amount of obligations so designated by the Governmental Unit, and all aggregated issuers for the current calendar year, does not exceed \$10,000,000.

Section 7.7 Arbitrage Rebate Exemption. The Governmental Unit hereby certifies and warrants, for the purpose of qualifying for the exception contained in Section 148(f)(4)(D) of the Code, to the requirement to rebate arbitrage earnings from investments of the proceeds of the Loan Agreement (the "Rebate Exemption"), that: (i) this Loan Agreement is issued by the Governmental Unit which has general taxing powers; (ii) neither this Loan Agreement nor any portion thereof is a private activity bond as defined in Section 141 of the Code ("Private Activity Bond"); (iii) all of the net proceeds of this Loan Agreement are to be used for local government activities of the Governmental Unit (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Governmental Unit); and (iv) neither the Governmental Unit nor any aggregated issuer has issued or is reasonably expected to issue any Tax-Exempt Bonds other than (A) Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) and (B) issued to refund (other than to advance refund (as used in the Code)) any bond to the extent the amount of the refunding bond does not exceed the outstanding amount of the refunded bond, during the current calendar year, which would in the aggregate amount exceed \$5,000,000. For purposes of this paragraph, "aggregated issuer" means any entity which: (a) issues obligations on behalf of the Governmental Unit; (b) derives its issuing authority from the Governmental Unit; or (c) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D) of the Code.

Accordingly, with respect to the Loan Agreement, the Governmental Unit will qualify for the rebate exemption granted under Section 148(f)(4)(D) of the Code and the Governmental Unit shall be treated as meeting the requirements of paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States.

The Governmental Unit hereby further represents and covenants that if it is determined that rebatable arbitrage, as that term is defined under Section 148 of the Code and related regulations, is required to be paid to the United States, that it will pay such rebatable arbitrage.

ARTICLE VIII PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 Prepayment. The Governmental Unit is hereby granted the option to prepay any of the Principal Components of this Loan Agreement in whole or in part on any day

on or after ten (10) years following the Closing Date without penalty or prepayment premium. The Governmental Unit may designate the due dates of any Principal Components being prepaid in the event of a partial prepayment. Notice of intent to make such prepayment shall be provided to the Finance Authority and the Trustee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Trustee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

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

ARTICLE IX INDEMNIFICATION

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

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

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

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

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

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

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

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

(f) Apply any amounts in the Program Account toward satisfaction of any of the obligations of the Governmental Unit under this Loan Agreement.

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

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 hereof, no remedy herein conferred upon or reserved to the Finance Authority or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority or the Trustee to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of Default in the payment of the principal of this Loan Agreement at the date when due as specified

herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

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

ARTICLE XI MISCELLANEOUS

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

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

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

Trustee (as defined herein), the Finance Authority and the Governmental Unit, pursuant to the Indenture.

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

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

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

Section 11.7 Assignment by the Finance Authority. Pursuant to the Indenture, this Loan Agreement and the Intercept Agreement may be assigned and transferred by the Finance Authority to the Trustee, which assignment and transfer is hereby acknowledged and approved by the Governmental Unit.

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

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

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

(Signature pages follow)

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on July 27, 2017, has executed this Loan Agreement in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By: _____
Robert P. Coalter, Chief Executive Officer

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

By: _____
Suzanne Wood Bruckner

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

By: _____
Daniel C. Opperman
General Counsel

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

[SEAL]

By: _____
Steve Green, Mayor

ATTEST:

By: _____
Renee Cantin, City Clerk-Treasurer

4315905.doc

EXHIBIT "A"

TERM SHEET

New Mexico Finance Authority Loan 3784-PP

| | |
|---|---|
| Governmental Unit: | City of Truth or Consequences, New Mexico |
| Project Description: | Construction of a new law enforcement facility, including funding a Loan agreement Reserve Account and paying professional fees |
| Loan Agreement Principal Amount: | \$2,188,146 |
| Disadvantaged Funding Amount: | \$500,000 |
| Pledged Revenues: | Revenues of the Governmental Unit received pursuant to Ordinance No. 606 passed and approved by the Governmental Unit pursuant to Section 7-19D-9, NMSA 1978, as amended, on June 14, 2011, with an effective date of January 1, 2012, which imposes a Municipal Local Option Gross Receipts Tax known as the one-fourth of one percent (.25%) Municipal Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit, and pledged to payment of the Loan Agreement Payments |
| Coverage Ratio: | 125% |
| Distributing State Agency: | State of New Mexico Taxation and Revenue Department |
| Currently Outstanding Parity Obligations: | None |
| Additional Parity Bonds Test: | 125% |
| Authorizing Legislation: | Ordinance No. 686 adopted on September 13, 2017 |
| Closing Date: | October 27, 2017 |
| Blended Interest Rate: | 1.81232% |
| Program Account Deposit: | \$2,060,000 (including \$60,000 for Costs of Issuance) |
| Loan Agreement Reserve Account Deposit: | \$111,734.10 |

| | |
|--|-------------|
| Finance Authority Debt Service Account Deposit: | \$.80 |
| Processing Fee: | \$16,411.10 |
| First Interest Payment Date: | May 1, 2018 |
| First Principal Payment Date: | May 1, 2018 |
| Final Payment Date: | May 1, 2042 |

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

EXHIBIT "B"

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: \$2,188,146 Loan Agreement by and between the City of Truth or Consequences, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

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

You are hereby authorized to disburse from the Program Account – City of Truth or Consequences, New Mexico (2017 Law Enforcement Facility Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO.: 3784-PP

CLOSING DATE: October 27, 2017

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: \$_____

PURPOSE OF PAYMENT: _____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – City of Truth or Consequences, New Mexico (2017 Law Enforcement Facility Loan).

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

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

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

DATED: _____ By: _____

Authorized Officer of Borrower

Title: _____

Print Name and Title

EXHIBIT "D"

CERTIFICATE OF COMPLETION

RE: \$2,188,146 Loan Agreement by and between the City of Truth or Consequences, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

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

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

LOAN NO.: 3784-PP

CLOSING DATE: October 27, 2017

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

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

DATED: _____

By: _____
Authorized Officer of Governmental Unit

Title: _____
Print Name and Title



F.2 r
G.2

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

ITEM:

Public Hearing & Final Adoption of Ordinance No. 687 adding Section 2-276 providing a procedure for the recusal of Public Utility Advisory Board Members. Juan Fuentes, City Manager and Jaime Rubin, City Attorney

BACKGROUND:

Given that the question frequently arises as to when it is appropriate for a board member to recuse himself/herself, this proposed ordinance should provide clarity.

STAFF RECOMMENDATION:

Approve the ordinance for publication.

SUPPORT INFORMATION:

Final ordinance.

| | | |
|--------------------------------|---------------------------|--------------------------|
| Name of Presenter: Jaime Rubin | Department: City Attorney | Meeting date: 09/13/2017 |
|--------------------------------|---------------------------|--------------------------|

ORDINANCE NO. 687

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES,

BE AMENDED BY ADDING SECTION 2-276 PROVIDING A PROCEDURE FOR THE RECUSAL OF PUBLIC UTILITY ADVISORY BOARD MEMBERS

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS, CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES:

Section 1. That section 2-276 of the Code of Ordinances of the City of Truth or Consequences be added so that such section shall read as follows:

Sec. 2-276. Recusal.

A member of the Public Utility Advisory Board shall recuse himself/herself from participating in a particular item on the agenda when such member 1) has a conflict of interest as described in the Government Conduct Act, 10-16-1, et seq., or 2) the totality of circumstances would create a reasonable public perception that such member cannot participate in that particular item in a fair and impartial manner. In such event, the member shall explain his/her reasoning prior to the item being discussed by the Public Utility Advisory Board. The recusing member shall then remove himself/herself from the meeting room prior to the commencement of any discussion of that particular agenda item, and shall not vote on such item.

Section 2. All Ordinances or 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 Ordinance or Resolution, or part thereof, heretofore repealed.

Section 3. This Ordinance shall take effect on the ____ day of _____, 2017.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2017.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

BY: _____
STEVE GREEN – Mayor

ATTEST:

Renee Cantin – City Clerk



F.3
+
G.6+7

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Request for Variance at the Winter Haven Mobile Home Park 2335 S. Broadway.

1. Space #28 to be closer than 15' apart, which the code requires, Sec. 11-14-5 A.
 2. Space #11 to be closer than 15' apart, which the code requires, Sec. 11-14-5 A.
- Standards. Minimum Distances MH to MH

BACKGROUND:

Mr. Skinner and Mr. Peck recently purchased Winter Haven Mobile Home Park and came into the office to speak with Robbie about what they could do with the park, and to make sure they were grandfathered in on how many spaces they had. Robbie provided them with the Municipal Code pertaining to M/H's. They proceeded to move 2 M/H's into the park that did not meet the standards for distances parking and Emergency Vehicle Access. Because the MH had been moved in and partially set, Robbie agreed to work with Mr. Skinner and Mr. Peck and allow #28 to remain since it was within 2 feet of the allowable distance, (however, the neighbor next door to space #28 feels the mobile home is too close and requests the mobile home be moved over the required 2 feet to meet code.) Mr. Skinner and Mr. Peck were informed they would have to remove #11 due to its size and code violations, and they agreed. Space #11 is in violation of the Code by 5 feet from the neighbors, as well as blocking emergency access to the rest of the park (50 foot Radius turn around).

STAFF RECOMMENDATION: Applicant Requesting Separate Action for each space:

1. Approve space #28 which is only 2' short of what the code requires.
2. Not approve space #11 because it is only 10' from the next M/H and it sticks out too far into the driveway and could block emergency access to the rest of the park.

SUPPORT INFORMATION:

Planning Application
Comprehensive Statement
Plans

Name of Presenter: Traci Burnette

Department: Community Development

Meeting date: 9/13/17

Winter Haven Mobile Home Park

SPACE # 28
PACKET



RECEIVED
AUG 28 2017

8/28/2017

To: City of Truth or Consequences
Planning and Zoning
505 Sims Street
T or C NM 87901

To whom it may concern,

This mobile home park was laid out as a 31 space park many years ago. The spacing between mobile homes is the current subject as we have moved a home into space #28 and it is only 1.83 ft from the home in space #26 instead of the current required 15-ft. We feel the spaces on this park should be recognized and grandfathered based on the requirements at the time the park was developed as well as the city approval Mr. Travis gave us on Tuesday, April 11th, 2017 to proceed with utility hookups, skirting, and occupation of this home. Please review the attached email chain.

There have been homes in space #28 in the past as this space already has all utility hookups in place to include water, sewer, gas and electrical. It is also important to note that after we were given the blessing from Mr. Travis to move forward on April 11th, 2017 we have spent a considerable amount of time, resources, and money to move forward to occupy this home. We have paid a utility contractor to upgrade the power to a 100amp service, a utility contractor to run the water lines and gas lines which are all hooked up and pressurized waiting for inspection and have purchased all the skirting for this home.

Any additional delay will result in additional loss of revenue.

We respectfully request that you grant a variance of 1.83 ft. and allow the home currently in space #28 to remain.

Thank you for your time.

Alamo Investments LLC
DBA: Winter Haven Mobile Home Park
PO Box 10761
Albuquerque, NM 87184


Jake Skinner, member


Jeremy Peck, member



Alamo Investments LLC

PO Box 10761

Albuquerque NM 87184

Ph. 505-750-8201

RECEIVED
AUG 28 2017

8/23/2017

Alamo Investments LLC is the owner of property known as
Winter Haven Mobile Home Park located at
2335 S. Broadway St. Truth or Consequences, NM 87901.

Alamo Investments LLC is a New Mexico Limited Liability Company with
the following members:

Jack C. Jake Skinner (50%)

Jeremy Peck (50%)

RECEIVED
AUG 28 2017

APPLICATION

Applicant (name from Form A) ALAMO INVESTMENTS LLC Date 08/28/2017

Variance requested: VARIANCE OF 1.83' FROM SIDE SETBACK
FOR A MOBILE HOME

Are there deed restrictions pertaining to the property in question? ☐ Yes (copy attached) ☐ No

Two complete sets of plans attached? ☒ Yes ☐ No

Section 11-5-5C SUBMISSION REQUIREMENTS states that the application for variance shall be in the format stipulated by the City and shall contain plans and other information as required by the designated Zoning Administrator. The completed application for a variance shall be submitted to the City Clerk for placement on the agenda of the Planning and Zoning Board for a Public Hearing.

Applicant's Signature: [Signature]

Applicant checklist for documents required in support of this application:

- ☒ Payment of filing fee
- ☒ List of adjacent landowners
- N/A Copy of deed restrictions (covenants)
- ☒ Two sets of complete plans

(for official use only)

Date application received: _____ Date application accepted: _____

- _____ Complete application received
- _____ Fee paid
- _____ Required publication completed

Form V page 2 of 2
Rev. 5/07



BUILDING/PLANNING DEPARTMENT
Voice - (575) 894-6673 x 110 Fax - (575) 894-0363
E-mail Rtravis@torcnm.org
505 Sims Street - Truth or Consequences, NM 87901

(Staff Use Only)
Case No

Related Case(s)

RECEIVED
AUG 28 2017

PLANNING APPLICATION FORM

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Building/Planning Department. This application is used for a variety of application processes and not all items may apply to your project. If you feel a requirement is not applicable to your project, write "N/A." If you have any questions while completing this application please ask a member of the Planning Department for assistance. Incomplete applications will not be accepted (or the process may be delayed.) (PLEASE PRINT OR TYPE)

CHECK APPLICATION TYPE(S) REQUESTED:

- | | | |
|--|--|---|
| <input type="checkbox"/> Master Plan (\$100 + \$200/lot) | <input type="checkbox"/> Annexation (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> CUP/SUP (\$25) |
| <input type="checkbox"/> Master Plan Amendment (\$200) | <input type="checkbox"/> Appeal (\$50) | <input type="checkbox"/> Prelim. Plat or Replat (\$100 + \$200/lot) |
| <input type="checkbox"/> Development Agreement (\$1,000) | <input checked="" type="checkbox"/> Variance (\$25) | <input type="checkbox"/> Final Plat (\$50) |
| <input type="checkbox"/> Change of Zone (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> Zone Ordinance Amendment (\$250) | <input type="checkbox"/> Summary Plat (\$50) |
| | | <input type="checkbox"/> Plat Amendment (\$50) |

PROJECT SUMMARY:

Project/Business Name (if any):

SPACE # 28

Project Description (add extra page(s) if needed):

Winter Haven Mobile Home Park

Property Address/Location:

2335 S. Broadway St. 87901

Assessor's Parcel Number(s):

3023079460224

Total Gross Lot Area:

Total Net Lot Area:

Existing Master Plan/Comprehensive Plan Designation:

Existing Zoning Designation:

Proposed Master Plan Designation (if applicable):

Proposed Zoning Designation:

Existing Uses and/or Structures on Site:

mobile home park

Surrounding Uses:

North:

open space

South:

Roadway

East:

Vacant Lot

West:

County yard

| | | | |
|--|--|-----------------------------|--|
| APPLICANT/ REPRESENTATIVE Name: | | REPRESENTATIVE(S): | |
| Address: PO Box 10761 | | Telephone No.: 505.263.4349 | |
| City: Albuquerque | | Fax No.: | |
| Contact Person: JAKE SKINNER | | State: NM | |
| E-mail Address: alamedwellings@gmail.com | | Zip Code: 87184 | |
| I certify under penalty of perjury that all the application information is true and correct. | | | |
| Applicant's Signature: Jake Skinner | | Date: 8/23/17 | |
| PROPERTY OWNER/ AGENT Name: | | Telephone No.: | |
| Address: | | Fax No.: | |
| City: | | State: | |
| Contact Person: | | Zip Code: | |
| E-mail Address: | | | |
| The City will provide the applicant with hearing notices and staff reports unless another party is identified. | | | |
| Date/Time Received: | | Receipt No(s): | |
| Received By: | | Amount Received: \$ | |



STATE OF NEW MEXICO
Motor Transportation Police
Department of Public Safety

Permit Number: NM17040038
Single Trip Manufactured Home Permit
Permittee: GONZALEZ CONTRACTORS LLC

RECEIVED
AUG 28 2017

AFFIX AT LEFT REAR OF MANUFACTURED HOME

Permittee: GONZALEZ CONTRACTORS LLC
11 MANZANO STREET
MORIARTY, NM 87035
505-717-8022
Applicant: Jorge Gonzalez

USDOT: 2333863
Date Issued: 02/16/2017 03:33 PM
Date Effective: 02/20/2017
Date Expires: 02/24/2017



Load Description: Manufactured Home

Overall Width: 14'

Overall Height: 12'

Overall Length: 97' 10"

FOH: 0' 0"

ROH: 0' 0"

GVW: 80,000

Vehicle Year/Make: 1991 VOLVO

VIN Number: 4V1WLBDF2MN637641

Power Unit Plate/State: WD114061 NM

Vehicle Type: TT

Origin: I-25, 2.8mi E of Old Albuquerque

Destination: I-25, 2.8mi W of Truth Or Consequences

Route Summary: ==>I-25, 2.8mi E of Old Albuquerque<==I-25==>I-25, 2.8mi W of Truth Or Consequences<==

Manufactured Home Information -

Year/Make: 1977 FKD

Owner: ALAMO DWELLINGS

Serial Number/VIN: FKD14684134

Address: 2335 S BROADWAY SPACE 28

TRUTH OR CONSEQUENCES, NM 87901

MH License Plate Number: _____

Left Eve Overhang: _____ Feet _____ Inches

Right Eve Overhang: _____ Feet _____ Inches

Tax Release Information -

County of Origin Assessor: _____

City, County, State, Zip Code: _____



adway St
uences, NM 87901

Directions

NEARBY

SEND TO YOUR PHONE

SHARE

issing place

PAGE 8 OF 17

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Alamo Dwellings <alamodwellings@gmail.com>

Winter Haven #28

4 messages

Alamo Dwellings <alamodwellings@gmail.com>

Tue, Apr 11, 2017 at 8:20 AM

To: RTravis@torcnm.org

Bcc: Jeremy <jeremypeck@comcast.net>, Jake Skinner <jake87107@hotmail.com>

Hello Mr. Travis...

Thank you for meeting with me yesterday.

Jeremy and I are working on the variance paperwork for #11 but in the meantime:

Did I understand you correctly that we don't have a problem with #28, the new one on the west side of the park?
Is it ok for us to proceed with utility hookup, skirting, and occupation of this home?

Thank you for your time.....

Jake Skinner

Alamo Investment LLC

dba Winter Haven Mobile Home Park

2335 S Broadway, T or C NM 87901

c. 505-263-4349

alamodwellings@gmail.com**Robbie Travis** <rtravis@torcnm.org>

Tue, Apr 11, 2017 at 9:02 AM

To: Alamo Dwellings <alamodwellings@gmail.com>

yes

Robbie Travis

City of Truth or Consequences, NM

Building Inspector

575-894-6673 Work

575-740-0106 Mobile

RTravis@torcnm.org

505 Sims Street

Truth or Consequences, NM 87901

<http://www.torcnm.org/departments...>**From:** Alamo Dwellings [mailto:alamodwellings@gmail.com]**Sent:** Tuesday, April 11, 2017 8:21 AM**To:** Robbie Travis**Subject:** Winter Haven #28

[Quoted text hidden]

RECEIVED
AUG 28 2017

 Robbie Travis.vcf
2K

PAGE 9 of 17

8/28/2017

Gmail - Winter Haven #28

Tue, Apr 11, 2017 at 9:10 AM

Alamo Dwellings <alamodwellings@gmail.com>

To: Robbie Travis <rtravis@torcnm.org>

Bcc: jeremypeck@comcast.net, jake87107@hotmail.com, isofs82oosp33@hpeprint.com

Thank you sir. We will get this home ready for occupancy right away. You are greatly appreciated.

Jake

Alamo Dwellings

9980 2nd St. NW

Albuquerque, NM 87114

alamodwellings@gmail.com

PO Box 10761

Albuquerque, NM 87184

RECEIVED
AUG 28 2017

On Apr 11, 2017, at 9:02 AM, Robbie Travis <rtravis@torcnm.org> wrote:

yes

<image001.jpg>

From: Alamo Dwellings [<mailto:alamodwellings@gmail.com>]

Sent: Tuesday, April 11, 2017 8:21 AM

To: Robbie Travis

Subject: Winter Haven #28

Hello Mr. Travis...

Thank you for meeting with me yesterday.

Jeremy and I are working on the variance paperwork for #11 but in the meantime:

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Is it ok for us to proceed with utility hookup, skirting, and occupation of this home?

Thank you for your time.....

Jake Skinner

Alamo Investment LLC

dba Winter Haven Mobile Home Park

2335 S Broadway, T or C NM 87901

c. 505-263-4349

alamodwellings@gmail.com

PAGE 10 OF 17

<Robbie Travis.vcf>

Alamo Dwellings <alamodwellings@gmail.com>
To: Vigil's Printer JJ Office <isofs82oosp33@hpeprint.com>

Tue, Apr 11, 2017 at 11:37 AM

Alamo Dwellings
9980 2nd St. NW
Albuquerque, NM 87114
alamodwellings@gmail.com
PO Box 10761
Albuquerque, NM 87184

RECEIVED
AUG 28 2017

Begin forwarded message:

From: Robbie Travis <rtravis@torcnm.org>
Date: April 11, 2017 at 9:02:36 AM MDT
To: Alamo Dwellings <alamodwellings@gmail.com>
Subject: RE: Winter Haven #28

yes

From: Alamo Dwellings [<mailto:alamodwellings@gmail.com>]
Sent: Tuesday, April 11, 2017 8:21 AM
To: Robbie Travis
Subject: Winter Haven #28

Hello Mr. Travis...

Thank you for meeting with me yesterday.

Jeremy and I are working on the variance paperwork for #11 but in the meantime:

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Is it ok for us to proceed with utility hookup, skirting, and occupation of this home?

Thank you for your time.....

Jake Skinner

Alamo Investment LLC

PAGE 11 OF 17

dba Winter Haven Mobile Home Park

2335 S Broadway, T or C NM 87901

c. 505-263-4349

alamodwellings@gmail.com

RECEIVED
AUG 28 2017

2 attachments

Robbie Travis

City of Truth or Consequences, NM
Building Inspector
575-894-6673 Work
575-740-0106 Mobile
RTravis@torcnm.org
505 Sims Street
Truth or Consequences, NM 87901
<http://www.torcnm.org/departments...>

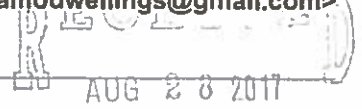
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12K

 Robbie Travis.vcf
2K

PAGE 12 OF 17



Alamo Dwellings <alamodwellings@gmail.com>

**Winter Haven Mobile Home Park**

8 messages

Alamo Dwellings <alamodwellings@gmail.com>
 To: Jake Skinner <jake87107@hotmail.com>

Sun, Aug 6, 2017 at 8:37 AM

Dear Mr. Travis,

Good morning sir, this is Jeremy Peck co-owner of the Winter Haven Mobile Home Park. Yesterday I had a briefing with Mr. Jake Skinner my business partner on this property regarding a phone conversation you both had late last week.

I've taken the night to thoroughly pray and think over the situation before responding.

Let me respond with our prior dialogue and communication that we've had on this property. As you will recall in early April 2017 you made a field visit to our property to look at two mobile homes that were moved in number 11 on the east side of the property and 28 on the west side of the park. Shortly after that Mr. Skinner and I made a trip out to T or C to meet with you and your office. After our visit with you I believe you had another visit or two to our park with the fire chief. The second week of April we had phone conversation with you and a concession was made with you where you wanted us to work on paperwork for a variance on number 11 on the east side of the park but you had no problem with us moving forward on Space 28 on the west side of the park.

Following this phone conversation on Tuesday, April 11th, 2017 at 8:21 in the morning my business partner Mr. Skinner drafted an email to you.

In part the email stated: Did I understand you correctly that you don't have a problem with 28 the new one on the west side of the park is it okay for us to proceed with utility hookups, skirting, and occupation of this home?

Approximately 30 minutes later at 9:02 a.m. from your work email you responded back with "yes".

8 minutes later mr. Skinner responded thank you sir. We will get this home ready for occupancy right away. You are greatly appreciated.

Following your email we have spent a considerable amount of money after having your blessing to move forward to occupy this home. We have paid a utility contractor to put in the power pole, a utility contractor to run the water lines and gas lines which are all hooked up and pressurized waiting for inspection.

It's now my understanding that you're asking us to move it once again? Am I understanding your request correctly?

If I'm understanding that correctly I feel that decision is very unjust and unfair. I need you to realize that this is causing a huge financial impact on us and we need to be able to move forward on this project swiftly and have resolution. This was the reason that we drafted that early email in writing to have evidence of the agreement and now you're trying to revoke it. Jake and I are just two private individuals trying to make a very honest living having a very low rent to help the people in town of T or C.

I kindly await your response.

Best,
 Jeremy Peck

On Aug 3, 2017 10:06 AM, "Robbie Travis" <rtravis@torcnm.org> wrote:

Jake, I have to enforce our code that requires 15' separation from mobile home to mobile home. With that said I need you to move the mobile home on the west side of the park to meet that separation or you can apply for a variance through our city commission. Thank you

PAGE 13 of 17

RECEIVED
AUG 28 2017

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

From: Alamo Dwellings [mailto:alamodwellings@gmail.com]
Sent: Thursday, August 03, 2017 9:35 AM
To: Robbie Travis; Jeremy Peck; Jake Skinner
Subject: Winter Haven

Hello Robbie. Thank you for your call yesterday. Having had time to think about it I am confused and frankly disturbed by the way the conversation went.

In order to clear absolutely everything up and to make sure that there are no misunderstandings, could you please send me an email detailing everything that you intended to communicate to me. Please be very detailed. Please do not leave anything out, do not make any assumptions that I do or should understand what you are trying to tell me.

Thank you sir. You are much appreciated. Jake.

Alamo Investments LLC
alamodwellings@gmail.com
PO Box 10761
Albuquerque, NM 87184
505-750-8201

Alamo Dwellings <alamodwellings@gmail.com>

Sun, Aug 6, 2017 at 8:53 AM

To: jeremypeck@comcast.net, Robbie Travis <RTravis@torcnm.org>, Jake Skinner <jake87107@hotmail.com>

[Quoted text hidden]

Alamo Dwellings <alamodwellings@gmail.com>

Sun, Aug 6, 2017 at 9:09 AM

To: Robbie Travis <RTravis@torcnm.org>

Cc: Jake Skinner <jake87107@hotmail.com>, Jeremy <jeremypeck@comcast.net>

Dear Mr. Travis,

Good morning sir, this is Jeremy Peck co-owner of the Winter Haven Mobile Home Park. Yesterday I had a briefing with Mr. Jake Skinner my business partner on this property regarding a phone conversation you both had late last week.

I've taken the night to thoroughly pray and think over the situation before responding.

Let me respond with our prior dialogue and communication that we've had on this property. As you will recall in early April 2017 you made a field visit to our property to look at two mobile homes that were moved in number 11 on the east side of the property and 28 on the west side of the park. Shortly after that Mr. Skinner and I made a trip out to T or C to meet with you and your office. After our visit with you I believe you had another visit or two to our park with the fire chief. The second week of April we had phone conversation with you and a concession was made with you where you wanted us to work on paperwork for a variance on number 11 on the east side of the park but you had no problem with us moving forward on Space 28 on the west side of the park.

Following this conversation on Tuesday, April 11th, 2017 at 8:21 in the morning my business partner Mr. Skinner drafted an email to you.

In part the email stated: Did I understand you correctly that you don't have a problem with 28 the new one on the west side of the park is it okay for us to proceed with utility hookups, skirting, and occupation of this home?

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8 minutes later mr. Skinner responded thank you sir. We will get this home ready for occupancy right away. You are greatly appreciated.

Following your email we have spent a considerable amount of money after having your blessing to move forward to occupy this home. We have paid a utility contractor to put in the power pole, a utility contractor to run the water lines and gas lines which are all hooked up and pressurized waiting for inspection.

PAGE 14 OF 17

It's now my understanding that you're asking us to move it once again? Am I understanding your request correctly?

If I'm understanding that correctly I feel that decision is very unjust and unfair. I need you to realize that this is causing a huge financial impact on us and we need to be able to move forward on this project swiftly and have resolution. This was the reason that we drafted that early email in writing to have evidence of the agreement and now you're trying to revoke it. Jake and I are just two private individuals trying to make a very honest living having a very low rent in a mobile home park in T or C to help the people in town of T or C.

I kindly await your response.

Best,
Jeremy Peck
Alamo Investments LLC
PO Box 10761
Albuquerque, NM 87184
505-750-8201
alamodwellings@gmail.com

RECEIVED
AUG 28 2017

Robbie Travis <rtravis@torcnm.org>
To: Alamo Dwellings <alamodwellings@gmail.com>

Mon, Aug 7, 2017 at 9:52 AM

Jeremy, I do apologize for all the inconvenience this has caused, I thought I could make that decision to try and work with you guys but because this person took it to the commissioners I have to follow the code, but I did talk to the city manager about it and he believes that a variance would be reasonable. I can't guaranty anything, but I can process it as quick as possible to get it going. Thanks

Robbie Travis
City of Truth or Consequences, NM
Building Inspector
575-894-6673 Work
575-740-0106 Mobile
RTravis@torcnm.org
505 Sims Street
Truth or Consequences, NM 87901
<http://www.torcnm.org/departments...>

From: Alamo Dwellings [<mailto:alamodwellings@gmail.com>]
Sent: Sunday, August 06, 2017 9:10 AM
To: Robbie Travis
Cc: Jake Skinner; Jeremy
Subject: Winter Haven Mobile Home Park

Dear Mr. Travis,

[Quoted text hidden]

 **Robbie Travis.vcf**
2K

Alamo Dwellings <alamodwellings@gmail.com>
To: Robbie Travis <rtravis@torcnm.org>
Cc: jeremypeck@comcast.net, Jake Skinner <jake87107@hotmail.com>

Mon, Aug 7, 2017 at 9:57 AM

Mr. Travis,

PAGE 15 of 17

Sir good morning. I appreciate your email response this morning. I would like to request the name of the city manager and his or her phone number along with the city attorney and their contact information please.

Thank you so much is this is extremely urgent that we move forward on this project and no additional time or financial delay is caused.

Best,
Jeremy Peck
[Quoted text hidden]

DEL
AUG 28 2017

Robbie Travis <rtravis@torcnm.org>
To: Alamo Dwellings <alamodwellings@gmail.com>

Mon, Aug 7, 2017 at 10:54 AM

Jeremy, here is the city managers number 575-894-6673, I am not really allowed to give out the city attorney's number but you can talk to the city manager about that. Thanks

Robbie Travis
City of Truth or Consequences, NM
Building Inspector
575-894-6673 Work
575-740-0106 Mobile
RTravis@torcnm.org
505 Sims Street
Truth or Consequences, NM 87901
<http://www.torcnm.org/departments...>

From: Alamo Dwellings [mailto:alamodwellings@gmail.com]
Sent: Monday, August 07, 2017 9:58 AM
To: Robbie Travis
Cc: jeremypeck@comcast.net; Jake Skinner
Subject: RE: Winter Haven Mobile Home Park

[Quoted text hidden]

 **Robbie Travis.vcf**
2K

Alamo Dwellings <alamodwellings@gmail.com>

Wed, Aug 9, 2017 at 10:44 AM

To: Robbie Travis <rtravis@torcnm.org>, Jake Skinner <jake87107@hotmail.com>, Jeremy <jeremypeck@comcast.net>

Mr. Travis,

Good morning sir, I had the pleasure of speaking with the county manager yesterday after a lengthy conversation he asked me to reach back out to you and work with you hand in hand and getting this variance paperwork filled out and submitted for the County Commission meeting late August.

Please walk Jake and I through this process what are the next steps what do we need to get to you? Please email us the variance application and tell me what steps are necessary to complete. Well we are doing this process would like to fill out the variance request for both the mobile homes that are currently moved into our Park.

I kindly await your response.

Jeremy Peck
[Quoted text hidden]

PAGE 16 OF 17

Robbie Travis <rtravis@torcnm.org>

Wed, Aug 9, 2017 at 4:45 PM

To: Alamo Dwellings <alamodwellings@gmail.com>

Jeremy, I have been in a commission meeting most of the day and then on inspection until now, I will get you the paper work tomorrow. Thanks

Robbie Travis

City of Truth or Consequences, NM
Building Inspector
575-894-6673 Work
575-740-0106 Mobile
RTravis@torcnm.org
505 Sims Street
Truth or Consequences, NM 87901
<http://www.torcnm.org/departments...>

RECEIVED
AUG 28 2017

From: Alamo Dwellings [mailto:alamodwellings@gmail.com]**Sent:** Wednesday, August 09, 2017 10:44 AM**To:** Robbie Travis; Jake Skinner; Jeremy

[Quoted text hidden]

[Quoted text hidden]

 **Robbie Travis.vcf**
2K

Winter Haven Mobile Home Park

SPACE # 11
PACKET



RECEIVED
AUG 28 2017

8/28/2017

To: City of Truth or Consequences
Planning and Zoning
505 Sims Street
T or C NM 87901

To whom it may concern,

This mobile home park was laid out as a 31 space park many years ago. The spacing between mobile homes is the current subject as we have moved a home into space #11 and it is only 11-ft from the home in space #12 instead of the current required 15-ft. We feel the spaces on this park should be recognized and grandfathered based on the requirements at the time the park was developed.

There have been homes in space #11 as per the google earth aerial photograph provided. By the time we purchased the park, the home had been removed and we then moved another home into that spot under the assumption that there was no reason to believe we were violating any requirements. (all moving permits were approved by the State of New Mexico)

If we were to move the home over 4.08-ft, it would require removal of a mature pine tree that adds to the aesthetic of the park. Also there is a gas stubout/meter immediately adjacent to that tree. It would have to be repositioned at considerable cost. Lastly, if this home were moved over it would result in us combining spaces #10 and #11 resulting in the permanent loss of revenue from one spot.

We respectfully request that you grant a variance of 4.08-ft. and allow the home currently in space #11 to remain.

Thank you for your time.

Alamo Investments LLC
DBA: Winter Haven Mobile Home Park
PO Box 10761
Albuquerque, NM 87184


Jake Skinner, member


Jeremy Peck, member



Alamo Investments LLC

PO Box 10761

Albuquerque NM 87184

Ph. 505-750-8201

8/23/2017

RECEIVED
AUG 28 2017

Alamo Investments LLC is the owner of property known as
Winter Haven Mobile Home Park located at
2335 S. Broadway St. Truth or Consequences, NM 87901.

Alamo Investments LLC is a New Mexico Limited Liability Company with
the following members:

Jack C. Jake Skinner (50%)

Jeremy Peck (50%)



AUG 28 2017

BUILDING/PLANNING DEPARTMENT
Voice - (575) 894-6673 x 110 Fax - (575) 894-0363
E-mail: Rtravis@torcnm.org
505 Sims Street - Truth or Consequences, NM 87901

(Staff Use Only)
Case No

RECEIVED
AUG 28 2017

Related Case(s)

Initial: _____

PLANNING APPLICATION FORM

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Building/Planning Department. This application is used for a variety of application processes and not all items may apply to your project. If you feel a requirement is not applicable to your project, write "N/A." If you have any questions while completing this application please ask a member of the Planning Department for assistance. Incomplete applications will not be accepted (or the process may be delayed.) (PLEASE PRINT OR TYPE)

CHECK APPLICATION TYPE(S) REQUESTED:

- | | | |
|--|--|---|
| <input type="checkbox"/> Master Plan (\$100 + \$200/lot) | <input type="checkbox"/> Annexation (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> CUP/SUP (\$25) |
| <input type="checkbox"/> Master Plan Amendment (\$200) | <input type="checkbox"/> Appeal (\$50) | <input type="checkbox"/> Prelim. Plat or Replat (\$100 + \$200/lot) |
| <input type="checkbox"/> Development Agreement (\$1,000) | <input checked="" type="checkbox"/> Variance (\$25) | <input type="checkbox"/> Final Plat (\$50) |
| <input type="checkbox"/> Change of Zone (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> Zone Ordinance Amendment (\$250) | <input type="checkbox"/> Summary Plat (\$50) |
| | | <input type="checkbox"/> Plat Amendment (\$50) |

PROJECT SUMMARY:

Project/Business Name (if any):

SPALL #11

Project Description (add extra page(s) if needed):

Winter Haven Mobile Home Park

Property Address/Location:

2335 S. Broadway St. 87901

Assessor's Parcel Number(s):

3023079460224

Total Gross Lot Area:

Total Net Lot Area:

Existing Master Plan/Comprehensive Plan Designation:

Existing Zoning Designation:

Proposed Master Plan Designation (if applicable):

Proposed Zoning Designation:

Existing Uses and/or Structures on Site:

mobile home park

Surrounding Uses:

North:

open space

South:

Roadway

East:

Vacant lot

West:

County yard

| | | | |
|--|--|--|--|
| APPLICANT/ REPRESENTATIVE Name: | | REPRESENTATIVE(S): Alamo Investments LLC | |
| Address: PO Box 10761 | | Telephone No.: 505.263.4349 | |
| City: Albuquerque, NM | | Fax No.: . | |
| Contact Person: JAKE SKINNER | | State: NM Zip Code: 87184 | |
| E-mail Address: alamodwellings@gmail.com | | Date: 8/23/17 | |
| I certify under penalty of perjury that all the application information is true and correct: | | | |
| Applicant's Signature: Jake Skinner | | Date: 8/23/17 | |
| PROPERTY OWNER/ AGENT Name: | | Telephone No.: | |
| Address: | | Fax No.: | |
| City: | | State: Zip Code: | |
| Contact Person: | | E-mail Address: | |
| The City will provide the applicant with hearing notices and staff reports unless another party is identified. | | | |
| Date/Time Received: | | Receipt No(s): | |
| Received By: | | Amount Received: \$ | |

RECEIVED
AUG 28 2017

APPLICATION

Applicant (name from Form A) ALAMO INVESTMENTS LLC Date 08/28/2017

Variance requested: VARIANCE OF 4.08 FROM SIDE SETBACK
FOR A MOBILE HOME

Are there deed restrictions pertaining to the property in question? ☐ Yes (copy attached) ☐ No

Two complete sets of plans attached? ☒ Yes ☐ No

Section 11-5-5C **SUBMISSION REQUIREMENTS** states that the application for variance shall be in the format stipulated by the City and shall contain plans and other information as required by the designated Zoning Administrator. The completed application for a variance shall be submitted to the City Clerk for placement on the agenda of the Planning and Zoning Board for a Public Hearing.

Applicant's Signature: 

Applicant checklist for documents required in support of this application:

- ☒ Payment of filing fee
- ☒ List of adjacent landowners
- N/A Copy of deed restrictions (covenants)
- ☒ Two sets of complete plans

(for official use only)

Date application received: _____ Date application accepted: _____

- _____ Complete application received
- _____ Fee paid
- _____ Required publication completed

Form V page 2 of 2
Rev. 5/07

alamo Investments LLC
PLANNING APPLICATION FORM -page 2

I, Jake Skinner am the owner of the property described in this application and hereby authorize

Print Name

self to act on my behalf on matters pertaining to this application.

Name of applicant or representative

RECEIVED
AUG 28 2017

Property Owner's Signature: Jake Skinner Date:

Note: If more than one owner, a separate page must be attached listing the names and addresses of all persons (if a corporation, list officers, and principals) having interest in the property ownership.

ARCHITECT Name: Telephone No.:

Address: Fax No.:

City: State: Zip Code:

Contact Person: E-mail Address:

ENGINEER Name: Telephone No.:

Address: Fax No.:

City: State: Zip Code:

Contact Person: E-mail Address:

APPLICANT'S AGREEMENT:

Processing of this application will not begin unless this application is complete and all signatures are provided: I, the undersigned as project Applicant or Representative of the project Applicant, hereby authorize the City of Truth or Consequences to review the submitted plans and specifications for this Application in accordance with the City of Truth or Consequences Municipal Code.

Applicant(s) acknowledge and agree that by filing this application City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. Applicant(s) certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner).

Applicant(s) acknowledge and agree that I have included all of the required items and understand that missing items may result in delaying the processing of my application.

Applicants) agree to defend, indemnify and hold harmless the City of Truth or Consequences ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant.

IT IS SO AGREED:

Applicant's Signature

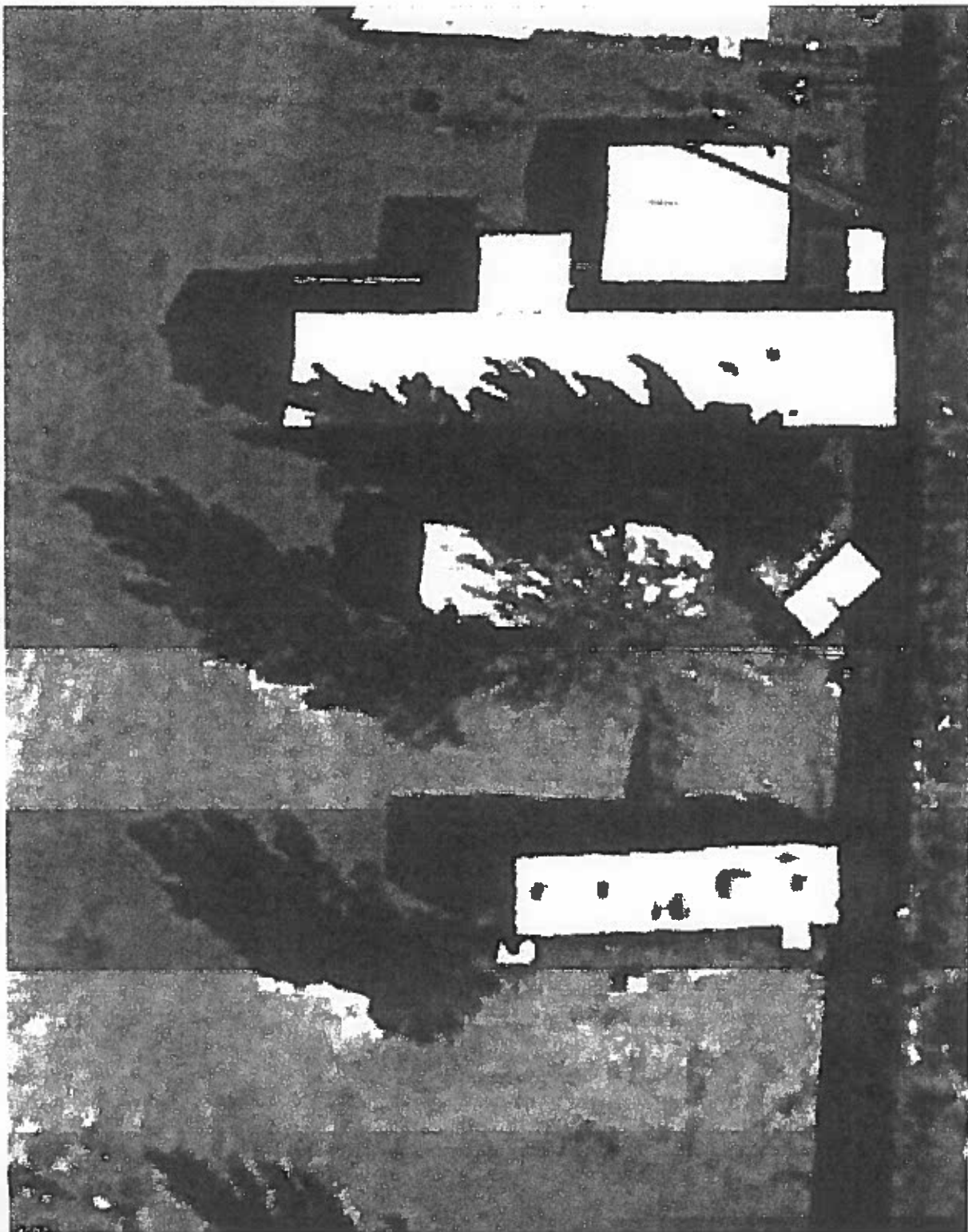
Date

Name of Applicant (Print)

Jake Skinner, member 8/28/2017 JAKE SKINNER, member
AK, member 8/28/17



Go



Google Earth Aerial 4/18/17

Notes:

- This is an old google photo.
- the trailer in #11 was there before we bought the park.
- We moved a new trailer into that spot.

- If we move the trailer over we will lose a whole space forever.

→ There is a mature tree and a ~~gas~~ gas meter that would have to be moved

Page 7.0 &

AUG 8 2017



F.1 +
G.1

CITY OF TRUTH OR CONSEQUENCES

COMMISSION ACTION FORM

ITEM:

DISCUSSION/ACTION: ADOPTION OF ORDINANCE NO. 686 AUTHORIZING ISSUANCE AND SALE OF \$2,188,146 CITY OF TRUTH OR CONSEQUENCES MUNICIPAL GROSS RECEIPTS TAX REVENUE BONDS FOR THE PURPOSE OF CONSTRUCTING, PURCHASING, FURNISHING, EQUIPPING, REHABILITATING, MAKING ADDITIONS TO OR MAKING IMPROVEMENTS TO A LAW ENFORCEMENT FACILITY.

BACKGROUND:

The City acquired the Old Armory property from the NM State National Guard for the purpose of constructing an Animal Shelter and Regional Public Safety Complex. The goal for acquiring the property is to consolidate Public Safety Operations (Animal Shelter and Law Enforcement) near each other to share resources and reduce operation costs. The first priority project was the new Regional Animal Shelter. The project has been funded by State and Local Appropriations. A notice to proceed has been issued to the contract and construction is in progress.

The next priority project is the renovation of the existing Old Armory for law enforcement. The City Commission has approved an architectural contract with NCA Architects and preliminary plans and estimates are being finalized. During the City Commission meeting on February 14th, the City Commission authorized staff to proceed with financing options for this project. On June 14th, the City Commission authorized an application with the New Mexico Finance Authority for up to \$2,500,000 for the Law Enforcement Complex Project. The New Mexico Finance Authority Board met on July 29th and approved the City's application for financing the Law Enforcement Project.

During the City Commission meeting on August 9th, Mark Valenzuela, GK Baum, presented his analysis of the financing options for the project. The analysis showed that NMFA provided the best financing and recommended to proceed with an NMFA loan to be repaid by a portion of the dedicated Police GRT. The City Commission approved and authorized staff to proceed with the publication of Ordinance No. 686 authorizing issuance and sale of \$2,188,146 City of Truth or Consequences Municipal Gross Receipts Tax Revenue Bonds for the purpose of constructing, purchasing, furnishing, equipping, rehabilitating, making additions to or making improvements to a Law Enforcement Facility.

STAFF RECOMMENDATION:

- Approval of Ordinance No. 686.

| | | |
|-----------------------|--------------------------|---------------|
| Name: Juan A. Fuentes | Department: City Manager | Mtg: 09/13/17 |
|-----------------------|--------------------------|---------------|



F.2 +
G.2

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

ITEM:

Public Hearing & Final Adoption of Ordinance No. 687 adding Section 2-276 providing a procedure for the recusal of Public Utility Advisory Board Members. Juan Fuentes, City Manager and Jaime Rubin, City Attorney

BACKGROUND:

Given that the question frequently arises as to when it is appropriate for a board member to recuse himself/herself, this proposed ordinance should provide clarity.

STAFF RECOMMENDATION:

Approve the ordinance for publication.

SUPPORT INFORMATION:

Final ordinance.

| | | |
|--------------------------------|---------------------------|--------------------------|
| Name of Presenter: Jaime Rubin | Department: City Attorney | Meeting date: 09/13/2017 |
|--------------------------------|---------------------------|--------------------------|

ORDINANCE NO. 687

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES,

BE AMENDED BY ADDING SECTION 2-276 PROVIDING A PROCEDURE FOR THE RECUSAL OF PUBLIC UTILITY ADVISORY BOARD MEMBERS

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS, CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES:

Section 1. That section 2-276 of the Code of Ordinances of the City of Truth or Consequences be added so that such section shall read as follows:

Sec. 2-276. Recusal.

A member of the Public Utility Advisory Board shall recuse himself/herself from participating in a particular item on the agenda when such member 1) has a conflict of interest as described in the Government Conduct Act, 10-16-1, et seq., or 2) the totality of circumstances would create a reasonable public perception that such member cannot participate in that particular item in a fair and impartial manner. In such event, the member shall explain his/her reasoning prior to the item being discussed by the Public Utility Advisory Board. The recusing member shall then remove himself/herself from the meeting room prior to the commencement of any discussion of that particular agenda item, and shall not vote on such item.

Section 2. All Ordinances or 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 Ordinance or Resolution, or part thereof, heretofore repealed.

Section 3. This Ordinance shall take effect on the ____ day of _____, 2017.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2017.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

BY:

STEVE GREEN – Mayor

ATTEST:

Renee Cantin – City Clerk



G.3

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

ITEM:

Ordinance No. 688 for publication amending the sale, barter, give away, or otherwise disposal of Animals on Public or Private Business Property.

BACKGROUND:

Section 3-6 (a) of the Animal Code presently would not allow the sale of goldfish without a proper license. This City desires to create an exception to allow the sale of goldfish.

STAFF RECOMMENDATION:

Approve the ordinance for publication.

SUPPORT INFORMATION:

Proposed Ordinance

| | | |
|--------------------------------|---------------------------|--------------------------|
| Name of Presenter: Jaime Rubin | Department: City Attorney | Meeting date: 09/13/2017 |
|--------------------------------|---------------------------|--------------------------|

ORDINANCE NO. 688

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES,

BE AMENDED BY AMENDING SECTION 3-6 (a) PERTAINING TO SALE OF ANIMALS ON PUBLIC PROPERTY:

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS, CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES:

Section 1. That section 3-6 (a) of the Code of Ordinances of the City of Truth or Consequences be amended so that such sections shall read as follows:

Sec. 3-6. SALE.

(a) *Use of public property.* No person shall display, sell, or offer for sale, barter, give away, or otherwise dispose of any animal with the exception of goldfish upon any street, sidewalk, public park or private business, unless said private business is properly licensed.

Section 2. All other provisions of the aforementioned codes not specifically amended by this ordinance, shall remain unchanged and in full force and effect as written.

Section 3. This Ordinance shall take effect on the ____ day of _____, 2017.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2017.

CITY OF TRUTH OR CONSEQUENCES

BY: _____
STEVE GREEN – Mayor

ATTEST:

Renee Cantin – City Clerk



G.4

CITY OF TRUTH OR CONSEQUENCES

COMMISSION ACTION FORM

ITEM: DISCUSSION/ACTION

RESOLUTION NO. 07 17/18 AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY WATER TRUST BOARD FOR WATER SYSTEM IMPROVEMENTS.

BACKGROUND:

Application will be for reconstruction of 6 and 12 inch main waterline within the location of Marshall Street, Pershing Street, 2nd Avenue & Sierra Vista Dr.

Collaboration with the Water Department and review of the Water Asset Management Plan confirms these locations to be the most critical at this time. Application amount will be \$800,000.00

Water Trust Board projects are funded as a grant and loan plus a local cash match. The loan portion will be no less than 10% and no more than 40% based on the community Median Household Income. Interest on the loan portion is 0% with a .25% administrative fee.

This resolution is a required document for the application.

STAFF RECOMMENDATION:

To approve Resolution No. 7 17/18 authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority Water Trust Board for water system improvements.

SUPPORT INFORMATION:

- Resolution 7 17/18

| | | |
|--|-----------------------------------|--------------------------|
| Name of Drafter: Traci Burnette | Department: Community Development | Meeting date: 09/13/2017 |
| E-mail: tburnette@torcnm.org | Phone: 575-894-6673 ext. 353 | |



RESOLUTION NO. 7 17/18

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED
APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO
THE NEW MEXICO FINANCE AUTHORITY WATER TRUST BOARD FOR WATER
DISTRIBUTION MAINLINE RECONSTRUCTION**

WHEREAS, the City of Truth or Consequences ("City") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the City Commission is authorized to borrow funds and/or issue bonds for financing of public projects for the benefit of the City; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the Water Trust Board (WTB) fund created under the Act and has developed an application procedure whereby the City may submit an application ("Application") for financial assistance from the Authority; and

WHEREAS, the City intends to undertake design, construction and improvements of the City Water System for the benefit of the City and its citizens; and

WHEREAS, this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application; and

WHEREAS, the City is committing the required cash match obligation for the proposed project in addition to any loan component that may be required.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES;

That the filing of an Application to the New Mexico Water Trust Board for funding in the 2018 Water Project Fund funding cycle is hereby authorized. The project type falls under Water Storage, Conveyance, and Delivery and proposes reconstruction of 6250 ft. of new 6 inch water mainline, 1200 ft. of new 12 inch water mainline, 112 new service lines and all appurtenances. Location: Marshall Street, Pershing Street, 2nd Avenue & Sierra Vista Drive.. The financial assistance requested is in the amount of \$800,000.00.

BE IT FURTHER RESOLVED, that City Manager Juan Fuentes is hereby designated as the City's representative on behalf of this application.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2017.

Steve Green, Mayor

ATTEST:

Renee Cantin, City Clerk



G.5

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

ITEM:

Discussion/Action: Resolution No. 08 17/18 designating the Retention and Disposition Schedules and the method of destruction for the Records for the City of Truth or Consequences.

BACKGROUND:

The current Resolution designating which retention schedules will be used needs to be updated. We are working diligently with all departments to do the proper destruction of records which has not been done since the 90's. The changes in the Resolution would allow the Clerk-Treasurer to select which retention schedules will be used in the process of destruction. Although Municipalities are not required to use them, Clerk Cantin currently has recommended the NMAC Retention Schedules prior to the amendment which was done in October of 2015 which repealed some of the schedules used by municipalities. The NM Clerk's & Finance Officers Association is also working on an overall retention schedule for municipalities which could be done as early as November. Clerk Cantin will be serving on this committee to be sure the best retention is included and they will need to be adopted by each municipality once completed. Therefore, we are asking the Commission to approve allowing the Clerk-Treasurer to select the Retention Schedule that is used for the City of T or C.

In addition to the retention schedules that are used, we are requesting the Commission to allow the Clerk-Treasurer to proceed with using the destruction methods listed in the Resolution so it will give us flexibility to use the most cost effective method we can for destruction.

STAFF RECOMMENDATION:

Approve Resolution No. 08 17/18 designating the Retention and Disposition Schedules and the method of destruction for the Records for the City of Truth or Consequences.

RESOLUTION NO. 08 17/18

DESIGNATING THE RETENTION AND DISPOSITION SCHEDULES FOR THE RECORDS FOR THE CITY OF TRUTH OR CONSEQUENCES

WHEREAS, the destruction of obsolete records is necessary for efficient records maintenance by the Records Custodian's including the Municipal Clerk, Municipal Judge, and Police Chief of Truth or Consequences; and

WHEREAS, in the interest of sound records management principles, the Municipal Clerk has established procedures for the retention and disposition of municipal records; and

NOW, THEREFORE, BE IT RESOLVED:

That the City Commission hereby supports the City Clerk-Treasurer in the selection of a Retention Schedule to use for the retention and disposition of the records and files of the municipality.

BE IF FURTHER RESOLVED:

That the City Clerk-Treasurer is hereby authorized and directed to maintain the records management program for the municipality and to proceed with the destruction of records and files as follows:

- (1) Records that contain confidential or sensitive information shall be destroyed in such a manner that the information cannot be read, interpreted or reconstructed by:
 - (a) witnessed shredding, then pulping through a bonded document destruction vendor, or
 - (b) witnessed macerating through a bonded document destruction vendor.
- (2) Records without confidentiality requirements shall be destroyed by:
 - (a) recycling by a bonded document destruction vendor,
 - (b) shredding;
 - (c) macerating; or
 - (d) witnessed dumpsite burial.

PASSED, ADOPTED AND APPROVED this 13th day of September, 2017.

Steve Green, Mayor

ATTEST :

Renee L. Cantin, CMC, Clerk-Treasurer



F.3

+

G.6+7

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Request for Variance at the Winter Haven Mobile Home Park 2335 S. Broadway.

1. Space #28 to be closer than 15' apart, which the code requires, Sec. 11-14-5 A.
 2. Space #11 to be closer than 15' apart, which the code requires, Sec. 11-14-5 A.
- Standards. Minimum Distances MH to MH

BACKGROUND:

Mr. Skinner and Mr. Peck recently purchased Winter Haven Mobile Home Park and came into the office to speak with Robbie about what they could do with the park, and to make sure they were grandfathered in on how many spaces they had. Robbie provided them with the Municipal Code pertaining to M/H's. They proceeded to move 2 M/H's into the park that did not meet the standards for distances parking and Emergency Vehicle Access. Because the MH had been moved in and partially set, Robbie agreed to work with Mr. Skinner and Mr. Peck and allow #28 to remain since it was within 2 feet of the allowable distance, (however, the neighbor next door to space #28 feels the mobile home is too close and requests the mobile home be moved over the required 2 feet to meet code.) Mr. Skinner and Mr. Peck were informed they would have to remove #11 due to its size and code violations, and they agreed. Space #11 is in violation of the Code by 5 feet from the neighbors, as well as blocking emergency access to the rest of the park (50 foot Radius turn around).

STAFF RECOMMENDATION: Applicant Requesting Separate Action for each space:

1. Approve space #28 which is only 2' short of what the code requires.
2. Not approve space #11 because it is only 10' from the next M/H and it sticks out too far into the driveway and could block emergency access to the rest of the park.

SUPPORT INFORMATION:

Planning Application
Comprehensive Statement
Plans

| | | |
|-----------------------------------|-----------------------------------|-----------------------|
| Name of Presenter: Traci Burnette | Department: Community Development | Meeting date: 9/13/17 |
|-----------------------------------|-----------------------------------|-----------------------|

Winter Haven Mobile Home Park

SPACE # 28
PACKET



RECEIVED
AUG 28 2017

8/28/2017

To: City of Truth or Consequences
Planning and Zoning
505 Sims Street
T or C NM 87901

To whom it may concern,

This mobile home park was laid out as a 31 space park many years ago. The spacing between mobile homes is the current subject as we have moved a home into space #28 and it is only 1.83 ft from the home in space #26 instead of the current required 15-ft. We feel the spaces on this park should be recognized and grandfathered based on the requirements at the time the park was developed as well as the city approval Mr. Travis gave us on Tuesday, April 11th, 2017 to proceed with utility hookups, skirting, and occupation of this home. Please review the attached email chain.

There have been homes in space #28 in the past as this space already has all utility hookups in place to include water, sewer, gas and electrical. It is also important to note that after we were given the blessing from Mr. Travis to move forward on April 11th, 2017 we have spent a considerable amount of time, resources, and money to move forward to occupy this home. We have paid a utility contractor to upgrade the power to a 100amp service, a utility contractor to run the water lines and gas lines which are all hooked up and pressurized waiting for inspection and have purchased all the skirting for this home.

Any additional delay will result in additional loss of revenue.

We respectfully request that you grant a variance of 1.83-ft. and allow the home currently in space #28 to remain.

Thank you for your time.

Alamo Investments LLC
DBA: Winter Haven Mobile Home Park
PO Box 10761
Albuquerque, NM 87184


Jake Skinner, member


Jeremy Peck, member



Alamo Investments LLC

PO Box 10761

Albuquerque NM 87184

Ph. 505-750-8201

RECEIVED
AUG 23 2017

8/23/2017

Alamo Investments LLC is the owner of property known as
Winter Haven Mobile Home Park located at
2335 S. Broadway St. Truth or Consequences, NM 87901.

Alamo Investments LLC is a New Mexico Limited Liability Company with
the following members:

Jack C. Jake Skinner (50%)

Jeremy Peck (50%)

RECEIVED
AUG 28 2017

APPLICATION

Applicant (name from Form A) ALAMO INVESTMENTS LLC Date 08/28/2017

Variance requested: VARIANCE OF 1.83' FROM SIDE SETBACK
FOR A MOBILE HOME

Are there deed restrictions pertaining to the property in question? ☐ Yes (copy attached) ☐ No

Two complete sets of plans attached? ☒ Yes ☐ No

Section 11-5-5C **SUBMISSION REQUIREMENTS** states that the application for variance shall be in the format stipulated by the City and shall contain plans and other information as required by the designated Zoning Administrator. The completed application for a variance shall be submitted to the City Clerk for placement on the agenda of the Planning and Zoning Board for a Public Hearing.

Applicant's Signature: [Signature]

Applicant checklist for documents required in support of this application:

- ☒ Payment of filing fee
- ☒ List of adjacent landowners
- N/A Copy of deed restrictions (covenants)
- ☒ Two sets of complete plans

(for official use only)

Date application received: _____ Date application accepted: _____

- _____ Complete application received
- _____ Fee paid
- _____ Required publication completed

Form V page 2 of 2
Rev. 5/07



BUILDING/PLANNING DEPARTMENT
Voice - (575) 894-6673 x 110 Fax - (575) 894-0363
E-mail Rtravis@torcnm.org
505 Sims Street - Truth or Consequences, NM 87901

(Staff Use Only)
Case No

Related Case(s)

AUG 28 2017

PLANNING APPLICATION FORM

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Building/Planning Department. This application is used for a variety of application processes and not all items may apply to your project. If you feel a requirement is not applicable to your project, write "N/A." If you have any questions while completing this application please ask a member of the Planning Department for assistance. Incomplete applications will not be accepted (or the process may be delayed.) (PLEASE PRINT OR TYPE)

CHECK APPLICATION TYPE(S) REQUESTED:

- | | | |
|--|--|---|
| <input type="checkbox"/> Master Plan (\$100 + \$200/lot) | <input type="checkbox"/> Annexation (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> CUP/SUP (\$25) |
| <input type="checkbox"/> Master Plan Amendment (\$200) | <input type="checkbox"/> Appeal (\$50) | <input type="checkbox"/> Prelim. Plat or Replat (\$100 + \$200/lot) |
| <input type="checkbox"/> Development Agreement (\$1,000) | <input checked="" type="checkbox"/> Variance (\$25) | <input type="checkbox"/> Final Plat (\$50) |
| <input type="checkbox"/> Change of Zone (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> Zone Ordinance Amendment (\$250) | <input type="checkbox"/> Summary Plat (\$50) |
| | | <input type="checkbox"/> Plat Amendment (\$50) |

PROJECT SUMMARY:

Project/Business Name (if any):

SPAC # 28

Project Description (add extra page(s) if needed):

Winter Haven Mobile Home Park

Property Address/Location:

2335 S. Broadway St. 87901

Assessor's Parcel Number(s):

3023079460224

Total Gross Lot Area:

Total Net Lot Area:

Existing Master Plan/Comprehensive Plan Designation:

Existing Zoning Designation:

Proposed Master Plan Designation (if applicable):

Proposed Zoning Designation:

Existing Uses and/or Structures on Site:

mobile home park

Surrounding Uses:

North:

open space

South:

Roadway

East:

Vacant Lot

West:

County yard

APPLICANT/ REPRESENTATIVE Name:

REPRESENTATIVE(S):

Telephone No.:

Alamo Investments LLC
505.263.4349

Address:

PO Box 10761

Fax No.:

City:

Albuquerque, NM

State:

NM

Zip Code:

87184

Contact Person:

JAKE SKINNER

E-mail Address:

alamodwellings@gmail.com

I certify under penalty of perjury that all the application information is true and correct.

Applicant's Signature:

Jake Skinner

Date:

8/23/17

PROPERTY OWNER/ AGENT Name:

Telephone No.:

Address:

Fax No.:

City:

State:

Zip Code:

Contact Person:

E-mail Address:

The City will provide the applicant with hearing notices and staff reports unless another party is identified.

Date/Time Received:

Receipt No(s):

Received By:

Amount Received: \$



STATE OF NEW MEXICO
Motor Transportation Police
Department of Public Safety

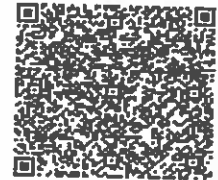
Permit Number: NM17040038
Single Trip Manufactured Home Permit
Permittee: GONZALEZ CONTRACTORS LLC

PERMIT
AUG 28 2017

AFFIX AT LEFT REAR OF MANUFACTURED HOME

Permittee: GONZALEZ CONTRACTORS LLC
11 MANZANO STREET
MORIARTY, NM 87035
505-717-8022
Applicant: Jorge Gonzalez

USDOT: 2333863
Date Issued: 02/16/2017 03:33 PM
Date Effective: 02/20/2017
Date Expires: 02/24/2017



Load Description: Manufactured Home

Overall Width: 14'

Overall Height: 12'

Overall Length: 97' 10"

FOH: 0' 0"

ROH: 0' 0"

GVW: 80,000

Vehicle Year/Make: 1991 VOLVO

VIN Number: 4V1WLBD2MN637641

Power Unit Plate/State: WD114061 NM

Vehicle Type: TT

Origin: I-25, 2.8mi E of Old Albuquerque

Destination: I-25, 2.8mi W of Truth Or Consequences

Route Summary: ==>I-25, 2.8mi E of Old Albuquerque<==I-25==>I-25, 2.8mi W of Truth Or Consequences<==

Manufactured Home Information -

Year/Make: 1977 FKD

Owner: ALAMO DWELLINGS

Serial Number/VIN: FKD14684134

Address: 2335 S BROADWAY SPACE 28

TRUTH OR CONSEQUENCES, NM 87901

MH License Plate Number: _____

Left Eve Overhang: _____ Feet _____ Inches

Right Eve Overhang: _____ Feet _____ Inches

Tax Release Information -

County of Origin Assessor: _____

City, County, State, Zip Code: _____



Go

Broadway St, Truth or Cor

adway St
uences, NM 87901



Directions



NEARBY



SEND TO YOUR
PHONE



SHARE

missing place

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AUG 28 2011

PAGE 8 OF 17





Alamo Dwellings <alamodwellings@gmail.com>

Winter Haven #28

4 messages

Alamo Dwellings <alamodwellings@gmail.com>

Tue, Apr 11, 2017 at 8:20 AM

To: RTravis@torcnm.org

Bcc: Jeremy <jeremypeck@comcast.net>, Jake Skinner <jake87107@hotmail.com>

Hello Mr. Travis...

Thank you for meeting with me yesterday.

Jeremy and I are working on the variance paperwork for #11 but in the meantime:

Did I understand you correctly that we don't have a problem with #28, the new one on the west side of the park?
Is it ok for us to proceed with utility hookup, skirting, and occupation of this home?

Thank you for your time.....

Jake Skinner

Alamo Investment LLC

dba Winter Haven Mobile Home Park

2335 S Broadway, T or C NM 87901

c. 505-263-4349

alamodwellings@gmail.com**Robbie Travis** <rtravis@torcnm.org>

Tue, Apr 11, 2017 at 9:02 AM

To: Alamo Dwellings <alamodwellings@gmail.com>

yes

Robbie Travis

City of Truth or Consequences, NM

Building Inspector

575-894-6673 Work

575-740-0106 Mobile

RTravis@torcnm.org

505 Sims Street

Truth or Consequences, NM 87901

<http://www.torcnm.org/departments...>**From:** Alamo Dwellings [mailto:alamodwellings@gmail.com]**Sent:** Tuesday, April 11, 2017 8:21 AM**To:** Robbie Travis**Subject:** Winter Haven #28

[Quoted text hidden]

Robbie Travis.vcf
2K

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AUG 28 2017

PAGE 9 of 17

Alamo Dwellings <alamodwellings@gmail.com>

Tue, Apr 11, 2017 at 9:10 AM

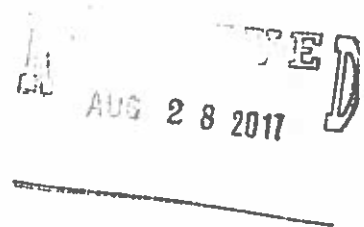
To: Robbie Travis <rtravis@torcnm.org>

Bcc: jeremypeck@comcast.net, jake87107@hotmail.com, isofs82oosp33@hpeprint.com

Thank you sir. We will get this home ready for occupancy right away. You are greatly appreciated.

Jake

Alamo Dwellings
9980 2nd St. NW
Albuquerque, NM 87114
alamodwellings@gmail.com
PO Box 10761
Albuquerque, NM 87184



On Apr 11, 2017, at 9:02 AM, Robbie Travis <rtravis@torcnm.org> wrote:

yes

<image001.jpg>

From: Alamo Dwellings [<mailto:alamodwellings@gmail.com>]

Sent: Tuesday, April 11, 2017 8:21 AM

To: Robbie Travis

Subject: Winter Haven #28

Hello Mr. Travis...

Thank you for meeting with me yesterday.

Jeremy and I are working on the variance paperwork for #11 but in the meantime:

Did I understand you correctly that we don't have a problem with #28, the new one on the west side of the park?

Is it ok for us to proceed with utility hookup, skirting, and occupation of this home?

Thank you for your time.....

Jake Skinner

Alamo Investment LLC

dba Winter Haven Mobile Home Park

2335 S Broadway, T or C NM 87901

c. 505-263-4349

alamodwellings@gmail.com

PAGE 10 of 17

<Robbie Travis.vcf>

Alamo Dwellings <alamodwellings@gmail.com>
To: Vigil's Printer JJ Office <isofs82oosp33@hpeprint.com>

Tue, Apr 11, 2017 at 11:37 AM

Alamo Dwellings
9980 2nd St. NW
Albuquerque, NM 87114
alamodwellings@gmail.com
PO Box 10761
Albuquerque, NM 87184

RECEIVED
AUG 28 2017

Begin forwarded message:

From: Robbie Travis <rtravis@torcnm.org>
Date: April 11, 2017 at 9:02:36 AM MDT
To: Alamo Dwellings <alamodwellings@gmail.com>
Subject: RE: Winter Haven #28

yes

From: Alamo Dwellings [<mailto:alamodwellings@gmail.com>]
Sent: Tuesday, April 11, 2017 8:21 AM
To: Robbie Travis
Subject: Winter Haven #28

Hello Mr. Travis...

Thank you for meeting with me yesterday.

Jeremy and I are working on the variance paperwork for #11 but in the meantime:

Did I understand you correctly that we don't have a problem with #28, the new one on the west side of the park?

Is it ok for us to proceed with utility hookup, skirting, and occupation of this home?

Thank you for your time.....

Jake Skinner

Alamo Investment LLC

PAGE 11 OF 17

dba Winter Haven Mobile Home Park

2335 S Broadway, T or C NM 87901

c. 505-263-4349

alamodwellings@gmail.com

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AUG 28 2017

2 attachments

Robbie Travis

City of Truth or Consequences, NM
Building Inspector
575-894-6673 Work
575-740-0106 Mobile
RTravis@torcnm.org
505 Sims Street
Truth or Consequences, NM 87901
<http://www.torcnm.org/departments...>

image001.jpg
12K

 **Robbie Travis.vcf**
2K



Alamo Dwellings <alamodwellings@gmail.com>

Winter Haven Mobile Home Park

8 messages

Alamo Dwellings <alamodwellings@gmail.com>

Sun, Aug 6, 2017 at 8:37 AM

To: Jake Skinner <jake87107@hotmail.com>

Dear Mr. Travis,

Good morning sir, this is Jeremy Peck co-owner of the Winter Haven Mobile Home Park. Yesterday I had a briefing with Mr. Jake Skinner my business partner on this property regarding a phone conversation you both had late last week.

I've taken the night to thoroughly pray and think over the situation before responding.

Let me respond with our prior dialogue and communication that we've had on this property. As you will recall in early April 2017 you made a field visit to our property to look at two mobile homes that were moved in number 11 on the east side of the property and 28 on the west side of the park. Shortly after that Mr. Skinner and I made a trip out to T or C to meet with you and your office. After our visit with you I believe you had another visit or two to our park with the fire chief. The second week of April we had phone conversation with you and a concession was made with you where you wanted us to work on paperwork for a variance on number 11 on the east side of the park but you had no problem with us moving forward on Space 28 on the west side of the park.

Following this phone conversation on Tuesday, April 11th, 2017 at 8:21 in the morning my business partner Mr. Skinner drafted an email to you.

In part the email stated: Did I understand you correctly that you don't have a problem with 28 the new one on the west side of the park is it okay for us to proceed with utility hookups, skirting, and occupation of this home?

Approximately 30 minutes later at 9:02 a.m. from your work email you responded back with "yes".

8 minutes later mr. Skinner responded thank you sir. We will get this home ready for occupancy right away. You are greatly appreciated.

Following your email we have spent a considerable amount of money after having your blessing to move forward to occupy this home. We have paid a utility contractor to put in the power pole, a utility contractor to run the water lines and gas lines which are all hooked up and pressurized waiting for inspection.

It's now my understanding that you're asking us to move it once again? Am I understanding your request correctly?

If I'm understanding that correctly I feel that decision is very unjust and unfair. I need you to realize that this is causing a huge financial impact on us and we need to be able to move forward on this project swiftly and have resolution. This was the reason that we drafted that early email in writing to have evidence of the agreement and now you're trying to revoke it. Jake and I are just two private individuals trying to make a very honest living having a very low rent to help the people in town of T or C.

I kindly await your response.

Best,
Jeremy Peck

On Aug 3, 2017 10:06 AM, "Robbie Travis" <rtravis@torcnm.org> wrote:

Jake, I have to inforce our code that requires 15' separation form mobile home to mobile home. With that said I need you to move the mobile home on the west side of the park to meet that separation or you can apply for a variance through our city commission. Thank you

PAGE 13 of 17

RECEIVED
AUG 28 2017

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

From: Alamo Dwellings [mailto:alamodwellings@gmail.com]
Sent: Thursday, August 03, 2017 9:35 AM
To: Robbie Travis; Jeremy Peck; Jake Skinner
Subject: Winter Haven

Hello Robbie. Thank you for your call yesterday. Having had time to think about it I am confused and frankly disturbed by the way the conversation went.

In order to clear absolutely everything up and to make sure that there are no misunderstandings, could you please send me an email detailing everything that you intended to communicate to me. Please be very detailed. Please do not leave anything out, do not make any assumptions that I do or should understand what you are trying to tell me.

Thank you sir. You are much appreciated. Jake.

Alamo Investments LLC
alamodwellings@gmail.com
PO Box 10761
Albuquerque, NM 87184
[505-750-8201](tel:505-750-8201)

Alamo Dwellings <alamodwellings@gmail.com>

Sun, Aug 6, 2017 at 8:53 AM

To: jeremypeck@comcast.net, Robbie Travis <RTravis@torcnm.org>, Jake Skinner <jake87107@hotmail.com>

[Quoted text hidden]

Alamo Dwellings <alamodwellings@gmail.com>

Sun, Aug 6, 2017 at 9:09 AM

To: Robbie Travis <RTravis@torcnm.org>

Cc: Jake Skinner <jake87107@hotmail.com>, Jeremy <jeremypeck@comcast.net>

Dear Mr. Travis,

Good morning sir, this is Jeremy Peck co-owner of the Winter Haven Mobile Home Park. Yesterday I had a briefing with Mr. Jake Skinner my business partner on this property regarding a phone conversation you both had late last week.

I've taken the night to thoroughly pray and think over the situation before responding.

Let me respond with our prior dialogue and communication that we've had on this property. As you will recall in early April 2017 you made a field visit to our property to look at two mobile homes that were moved in number 11 on the east side of the property and 28 on the west side of the park. Shortly after that Mr. Skinner and I made a trip out to T or C to meet with you and your office. After our visit with you I believe you had another visit or two to our park with the fire chief. The second week of April we had phone conversation with you and a concession was made with you where you wanted us to work on paperwork for a variance on number 11 on the east side of the park but you had no problem with us moving forward on Space 28 on the west side of the park.

Following this conversation on Tuesday, April 11th, 2017 at 8:21 in the morning my business partner Mr. Skinner drafted an email to you.

In part the email stated: Did I understand you correctly that you don't have a problem with 28 the new one on the west side of the park is it okay for us to proceed with utility hookups, skirting, and occupation of this home?

Approximately 30 minutes later at 9:02 a.m. from your work email you responded back with "yes".

8 minutes later mr. Skinner responded thank you sir. We will get this home ready for occupancy right away. You are greatly appreciated.

Following your email we have spent a considerable amount of money after having your blessing to move forward to occupy this home. We have paid a utility contractor to put in the power pole, a utility contractor to run the water lines and gas lines which are all hooked up and pressurized waiting for inspection.

PAGE 14 OF 17

It's now my understanding that you're asking us to move it once again? Am I understanding your request correctly?

If I'm understanding that correctly I feel that decision is very unjust and unfair. I need you to realize that this is causing a huge financial impact on us and we need to be able to move forward on this project swiftly and have resolution. This was the reason that we drafted that early email in writing to have evidence of the agreement and now you're trying to revoke it. Jake and I are just two private individuals trying to make a very honest living having a very low rent in a mobile home park in T or C to help the people in town of T or C.

I kindly await your response.

Best,
Jeremy Peck
Alamo Investments LLC
PO Box 10761
Albuquerque, NM 87184
505-750-8201
alamodwellings@gmail.com



Robbie Travis <rtravis@torcnm.org>
To: Alamo Dwellings <alamodwellings@gmail.com>

Mon, Aug 7, 2017 at 9:52 AM

Jeremy, I do apologize for all the inconvenience this has caused, I thought I could make that decision to try and work with you guys but because this person took it to the commissioners I have to follow the code, but I did talk to the city manager about it and he believes that a variance would be reasonable. I can't guaranty anything, but I can process it as quick as possible to get it going. Thanks

Robbie Travis

City of Truth or Consequences, NM
Building Inspector
575-894-6673 Work
575-740-0106 Mobile
RTravis@torcnm.org
505 Sims Street
Truth or Consequences, NM 87901
<http://www.torcnm.org/departments...>

From: Alamo Dwellings [<mailto:alamodwellings@gmail.com>]
Sent: Sunday, August 06, 2017 9:10 AM
To: Robbie Travis
Cc: Jake Skinner; Jeremy
Subject: Winter Haven Mobile Home Park

Dear Mr. Travis,

[Quoted text hidden]

 **Robbie Travis.vcf**
2K

Alamo Dwellings <alamodwellings@gmail.com>
To: Robbie Travis <rtravis@torcnm.org>
Cc: jeremypeck@comcast.net, Jake Skinner <jake87107@hotmail.com>

Mon, Aug 7, 2017 at 9:57 AM

Mr. Travis,

PAGE 15 OF 17

Sir good morning. I appreciate your email response this morning. I would like to request the name of the city manager and his or her phone number along with the city attorney and their contact information please.

Thank you so much is this is extremely urgent that we move forward on this project and no additional time or financial delay is caused.

Best,
Jeremy Peck
[Quoted text hidden]

AUG 7 8 2017

Robbie Travis <rtravis@torcnm.org>
To: Alamo Dwellings <alamodwellings@gmail.com>

Mon, Aug 7, 2017 at 10:54 AM

Jeremy, here is the city managers number 575-894-6673, I am not really allowed to give out the city attorney's number but you can talk to the city manager about that. Thanks

Robbie Travis

City of Truth or Consequences, NM
Building Inspector
575-894-6673 Work
575-740-0106 Mobile
RTravis@torcnm.org
505 Sims Street
Truth or Consequences, NM 87901
<http://www.torcnm.org/departments...>

From: Alamo Dwellings [mailto:alamodwellings@gmail.com]
Sent: Monday, August 07, 2017 9:58 AM
To: Robbie Travis
Cc: jeremypeck@comcast.net; Jake Skinner
Subject: RE: Winter Haven Mobile Home Park

[Quoted text hidden]

 **Robbie Travis.vcf**
2K

Alamo Dwellings <alamodwellings@gmail.com>

Wed, Aug 9, 2017 at 10:44 AM

To: Robbie Travis <rtravis@torcnm.org>, Jake Skinner <jake87107@hotmail.com>, Jeremy <jeremypeck@comcast.net>

Mr. Travis,

Good morning sir, I had the pleasure of speaking with the county manager yesterday after a lengthy conversation he asked me to reach back out to you and work with you hand in hand and getting this variance paperwork filled out and submitted for the County Commission meeting late August.

Please walk Jake and I through this process what are the next steps what do we need to get to you? Please email us the variance application and tell me what steps are necessary to complete. Well we are doing this process would like to fill out the variance request for both the mobile homes that are currently moved into our Park.

I kindly await your response.

Jeremy Peck
[Quoted text hidden]

PAGE 16 of 17

Robbie Travis <rtravis@torcnm.org>

Wed, Aug 9, 2017 at 4:45 PM

To: Alamo Dwellings <alamodwellings@gmail.com>

Jeremy, I have been in a commission meeting most of the day and then on inspection until now, I will get you the paper work tomorrow. Thanks

Robbie Travis

City of Truth or Consequences, NM
Building Inspector
575-894-6673 Work
575-740-0106 Mobile
RTravis@torcnm.org
505 Sims Street
Truth or Consequences, NM 87901
<http://www.torcnm.org/departments...>

RECEIVED
AUG 28 2017

From: Alamo Dwellings [mailto:alamodwellings@gmail.com]**Sent:** Wednesday, August 09, 2017 10:44 AM**To:** Robbie Travis; Jake Skinner; Jeremy

[Quoted text hidden]

[Quoted text hidden]

 **Robbie Travis.vcf**
2K



F.3
+
G.6+7

CITY OF TRUTH OR CONSEQUENCES COMMISSION ACTION FORM

ITEM:

Request for Variance at the Winter Haven Mobile Home Park 2335 S. Broadway.

1. Space #28 to be closer than 15' apart, which the code requires, Sec. 11-14-5 A.

2. Space #11 to be closer than 15' apart, which the code requires, Sec. 11-14-5 A.

Standards. Minimum Distances MH to MH

BACKGROUND:

Mr. Skinner and Mr. Peck recently purchased Winter Haven Mobile Home Park and came into the office to speak with Robbie about what they could do with the park, and to make sure they were grandfathered in on how many spaces they had. Robbie provided them with the Municipal Code pertaining to M/H's. They proceeded to move 2 M/H's into the park that did not meet the standards for distances parking and Emergency Vehicle Access. Because the MH had been moved in and partially set, Robbie agreed to work with Mr. Skinner and Mr. Peck and allow #28 to remain since it was within 2 feet of the allowable distance, (however, the neighbor next door to space #28 feels the mobile home is too close and requests the mobile home be moved over the required 2 feet to meet code.)

Mr. Skinner and Mr. Peck were informed they would have to remove #11 due to its size and code violations, and they agreed. Space #11 is in violation of the Code by 5 feet from the neighbors, as well as blocking emergency access to the rest of the park (50 foot Radius turn around).

STAFF RECOMMENDATION: Applicant Requesting Separate Action for each space:

1. Approve space #28 which is only 2' short of what the code requires.

2. Not approve space #11 because it is only 10' from the next M/H and it sticks out too far into the driveway and could block emergency access to the rest of the park.

SUPPORT INFORMATION:

Planning Application

Comprehensive Statement

Plans

Name of Presenter: Traci Burnette

Department: Community Development

Meeting date: 9/13/17

Winter Haven Mobile Home Park

SPACE # 11
PACKET



RECEIVED
AUG 28 2017

8/28/2017

To: City of Truth or Consequences
Planning and Zoning
505 Sims Street
T or C NM 87901

To whom it may concern,

This mobile home park was laid out as a 31 space park many years ago. The spacing between mobile homes is the current subject as we have moved a home into space #11 and it is only 11-ft from the home in space #12 instead of the current required 15-ft. We feel the spaces on this park should be recognized and grandfathered based on the requirements at the time the park was developed.

There have been homes in space #11 as per the google earth aerial photograph provided. By the time we purchased the park, the home had been removed and we then moved another home into that spot under the assumption that there was no reason to believe we were violating any requirements. (all moving permits were approved by the State of New Mexico)

If we were to move the home over 4.08-ft, it would require removal of a mature pine tree that adds to the aesthetic of the park. Also there is a gas stubout/meter immediately adjacent to that tree. It would have to be repositioned at considerable cost. Lastly, if this home were moved over it would result in us combining spaces #10 and #11 resulting in the permanent loss of revenue from one spot.

We respectfully request that you grant a variance of 4.08-ft. and allow the home currently in space #11 to remain.

Thank you for your time.

Alamo Investments LLC
DBA: Winter Haven Mobile Home Park
PO Box 10761
Albuquerque, NM 87184


Jake Skinner, member


Jeremy Peck, member



Alamo Investments LLC

PO Box 10761

Albuquerque NM 87184

Ph. 505-750-8201

8/23/2017

RECEIVED
AUG 28 2017

Alamo Investments LLC is the owner of property known as
Winter Haven Mobile Home Park located at
2335 S. Broadway St. Truth or Consequences, NM 87901.

Alamo Investments LLC is a New Mexico Limited Liability Company with
the following members:

Jack C. Jake Skinner (50%)

Jeremy Peck (50%)



BUILDING/PLANNING DEPARTMENT
Voice - (575) 894-6673 x 110 Fax - (575) 894-0363
E-mail Rtravis@torcnm.org
505 Sims Street - Truth or Consequences, NM 87901

(Staff Use Only)
Case No

RECEIVED
AUG 28 2017

Related Case(s)

Initial: _____

PLANNING APPLICATION FORM

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Building/Planning Department. This application is used for a variety of application processes and not all items may apply to your project. If you feel a requirement is not applicable to your project, write "N/A." If you have any questions while completing this application please ask a member of the Planning Department for assistance. Incomplete applications will not be accepted (or the process may be delayed.) (PLEASE PRINT OR TYPE)

CHECK APPLICATION TYPE(S) REQUESTED:

- | | | |
|--|--|---|
| <input type="checkbox"/> Master Plan (\$100 + \$200/lot) | <input type="checkbox"/> Annexation (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> CUP/SUP (\$25) |
| <input type="checkbox"/> Master Plan Amendment (\$200) | <input type="checkbox"/> Appeal (\$50) | <input type="checkbox"/> Prelim. Plat or Replat (\$100 + \$200/lot) |
| <input type="checkbox"/> Development Agreement (\$1,000) | <input checked="" type="checkbox"/> Variance (\$25) | <input type="checkbox"/> Final Plat (\$50) |
| <input type="checkbox"/> Change of Zone (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> Zone Ordinance Amendment (\$250) | <input type="checkbox"/> Summary Plat (\$50) |
| | | <input type="checkbox"/> Plat Amendment (\$50) |

PROJECT SUMMARY:

Project/Business Name (if any):

SPACE #11

Project Description (add extra page(s) if needed):

Winter Haven Mobile Home Park

Property Address/Location:

2335 S. Broadway St. 87901

Assessor's Parcel Number(s):

3023079460224

Total Gross Lot Area:

Total Net Lot Area:

Existing Master Plan/Comprehensive Plan Designation:

Existing Zoning Designation:

Proposed Master Plan Designation (if applicable):

Proposed Zoning Designation:

Existing Uses and/or Structures on Site:

mobile home park

Surrounding Uses:

North:

open space

South:

Roadway

East:

Vacant lot

West:

County yard

| | | | |
|--|--|--|--|
| APPLICANT/ REPRESENTATIVE Name: | | REPRESENTATIVE(S): | |
| Address: PO Box 10761 | | Alamo Investments LLC | |
| City: Albuquerque, NM | | Telephone No.: 505.263.4349 | |
| Contact Person: JAKE SKINNER | | Fax No.: | |
| I certify under penalty of perjury that all the application information is true and correct. | | State: NM Zip Code: 87184 | |
| Applicant's Signature: Jake Skinner | | E-mail Address: alamodwellings@gmail.com | |
| Date: 8/23/17 | | | |
| PROPERTY OWNER/ AGENT Name: | | Telephone No.: | |
| Address: | | Fax No.: | |
| City: | | State: Zip Code: | |
| Contact Person: | | E-mail Address: | |
| The City will provide the applicant with hearing notices and staff reports unless another party is identified. | | | |
| Date/Time Received: | | Receipt No(s): | |
| Received By: | | Amount Received: \$ | |

RECEIVED
AUG 28 2017

APPLICATION

Applicant (name from Form A) ALAMO INVESTMENTS LLC Date 08/28/2017

Variance requested: VARIANCE OF 4.08 FROM SIDE SETBACK
FOR A MOBILE HOME

Are there deed restrictions pertaining to the property in question? ☐ Yes (copy attached) ☐ No

Two complete sets of plans attached? ☒ Yes ☐ No

Section 11-5-5C **SUBMISSION REQUIREMENTS** states that the application for variance shall be in the format stipulated by the City and shall contain plans and other information as required by the designated Zoning Administrator. The completed application for a variance shall be submitted to the City Clerk for placement on the agenda of the Planning and Zoning Board for a Public Hearing.

Applicant's Signature: [Signature]

Applicant checklist for documents required in support of this application:

- ☒ Payment of filing fee
- ☒ List of adjacent landowners
- N/A Copy of deed restrictions (covenants)
- ☒ Two sets of complete plans

(for official use only)

Date application received: _____ Date application accepted: _____

_____ Complete application received

_____ Fee paid

_____ Required publication completed

Form V page 2 of 2
Rev. 5/07

alamo Investments LLC
1. Jake Skinner

PLANNING APPLICATION FORM -page 2

I, Jake Skinner am the owner of the property described in this application and hereby authorize

Print Name

self

Name of applicant or representative to act on my behalf on matters pertaining to this application.

RECEIVED

AUG 28 2017

Property Owner's Signature: Jake Skinner Date:

Note: If more than one owner, a separate page must be attached listing the names and addresses of all persons (if a corporation, list officers, and principals) having interest in the property ownership.

ARCHITECT Name: _____ Telephone No.: _____

Address: _____ Fax No.: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ E-mail Address: _____

ENGINEER Name: _____ Telephone No.: _____

Address: _____ Fax No.: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ E-mail Address: _____

APPLICANT'S AGREEMENT:

Processing of this application will not begin unless this application is complete and all signatures are provided: I, the undersigned as project Applicant or Representative of the project Applicant, hereby authorize the City of Truth or Consequences to review the submitted plans and specifications for this Application in accordance with the City of Truth or Consequences Municipal Code.

Applicant(s) acknowledge and agree that by filing this application City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. Applicant(s) certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner).

Applicant(s) acknowledge and agree that I have included all of the required items and understand that missing items may result in delaying the processing of my application.

Applicants) agree to defend, indemnify and hold harmless the City of Truth or Consequences ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant.

IT IS SO AGREED:

Applicant's Signature

Date

Name of Applicant (Print)

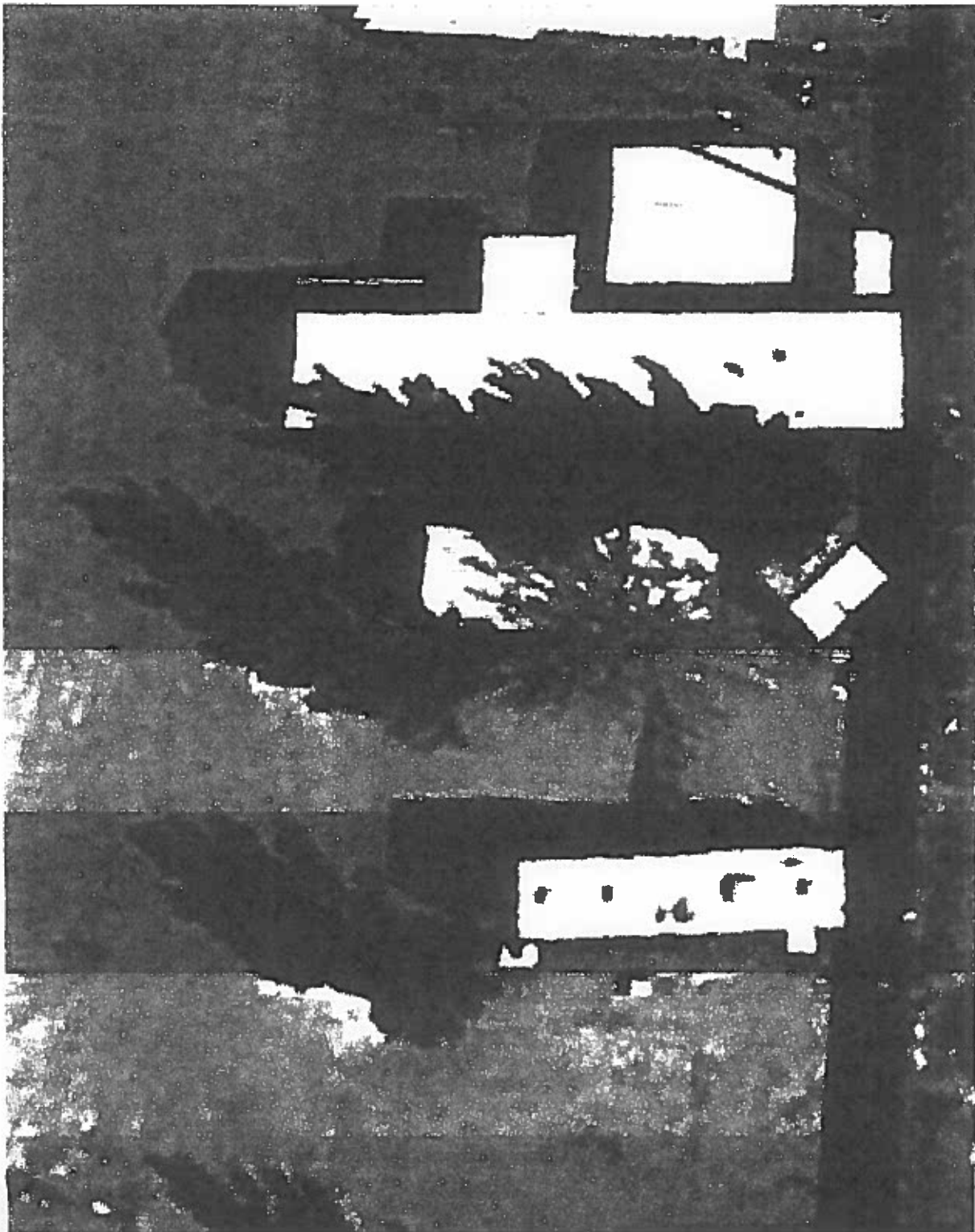
Jake Skinner, member
08/28/2017

JAKE SKINNER, member

Heu, member 8/28/17



Goo



Google Earth Aerial 4/18/17

Notes:

- This is an old google photo.

- the trailer in #11 was there before we bought the park.

- We moved a new trailer into that spot.

- If we move the trailer over we will lose a whole space forever.

→ There is a mature tree and a ~~gas~~ gas meter that would have to be moved

PAGE 7.08

Aug 2 0 1701
1504

DATE: 3/16/2009

BOUNDARY SURVEY
RICHARD L. RICHTER

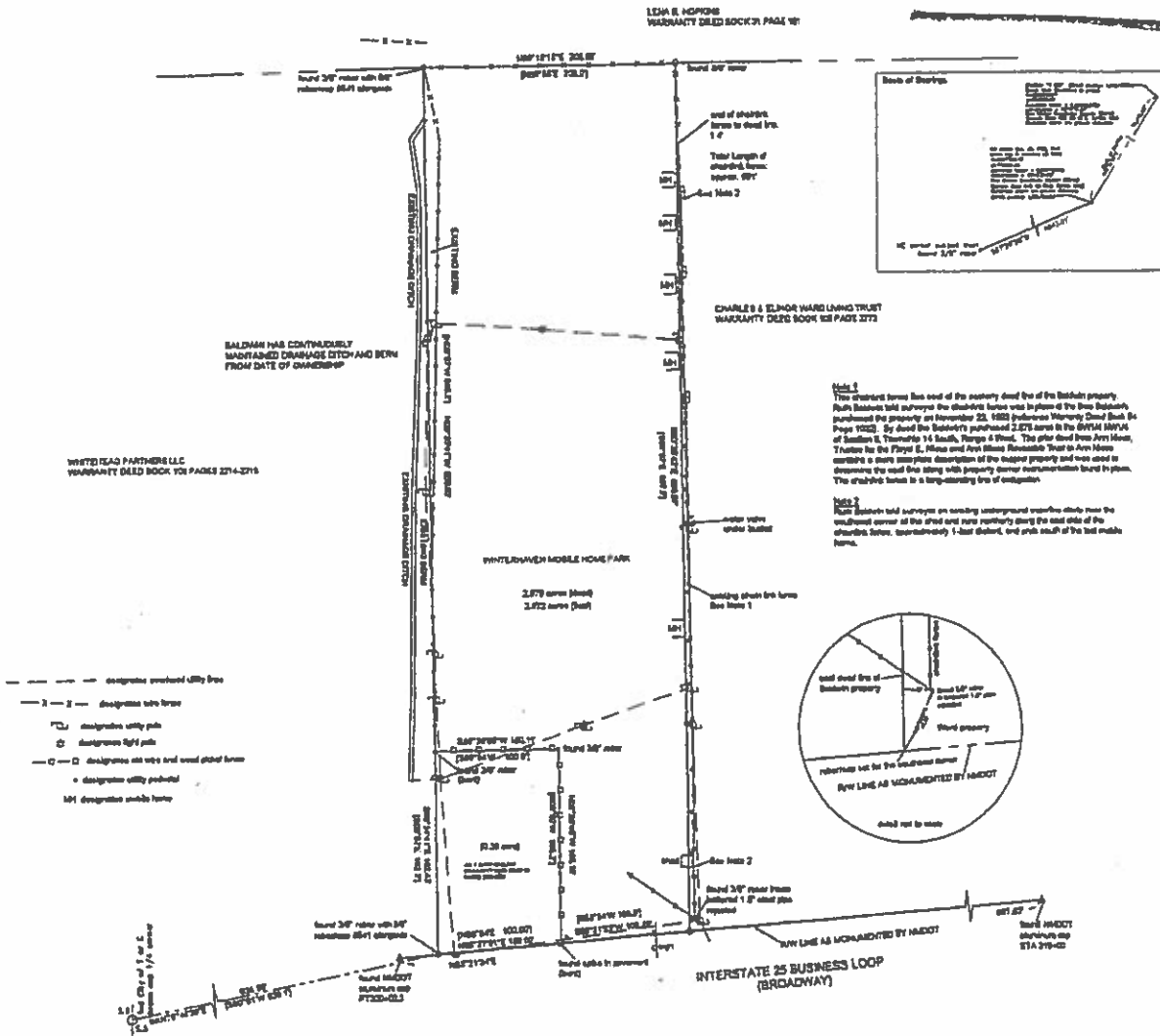
BOUNDARY SURVEY
RICHARD L. RICHTER

BOUNDARY SURVEY PLAT

A 2.975 ACRE TRACT SITUATE IN SECTION 5, TOWNSHIP 14 SOUTH, RANGE 4 WEST, N.M.P.M.
TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO

Book 113
Page 2701

RECEIVED
AUG 28 2017



SURVEYORS CERTIFICATE
I, J. L. Richter, New Mexico Professional Surveyor No. 12384, do hereby certify that this Boundary Survey Plat and the actual survey on the ground upon which it is based were performed by me or under my direct supervision, that I am responsible for the survey; that the survey was made in accordance with the standards for surveying in New Mexico; and that I am not and cannot be the holder of any interest in the land surveyed, and that this survey is not a land claim or subdivision as defined in the New Mexico Subdivision Act and that the instrument is a Boundary Survey Plat of an existing tract of land.

[Signature] 1/24/2009
J. L. Richter, N.M.P.S. #12384 Date



STATE OF NEW MEXICO
County of Grant
I, J. L. Richter, do hereby certify that this Boundary Survey Plat and the actual survey on the ground upon which it is based were performed by me or under my direct supervision, that I am responsible for the survey; that the survey was made in accordance with the standards for surveying in New Mexico; and that I am not and cannot be the holder of any interest in the land surveyed, and that this survey is not a land claim or subdivision as defined in the New Mexico Subdivision Act and that the instrument is a Boundary Survey Plat of an existing tract of land.

REFERENCE:
Warranty Deed Book 41 Page 1002 (Subdiv)
Warranty Deed Book 41 Page 1002 (Arri Mesa)
LPC 200207040004
This plat is subject to easements, restrictions, and encumbrances of record, and shall conform to any deed on the ground.
© 2009 J. L. Richter, N.M.P.S. #12384
Survey conducted on 3/16/09 on field dimensions



RICHTER LAND SURVEYING
614 BROADWAY, P.O. BOX 1046
TRUTH OR CONSEQUENCES, NM 87056
575 854-0000
DATE: 3/16/09 BY: J. L. Richter
SCALE: INFORMATION FOR COUNTY CLERK
Rich L. Richter
Lic. No. 12384, N.M.



H.1

**CITY OF TRUTH OR CONSEQUENCES
CITY MANAGER'S OFFICE
505 SIMS STREET
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
PHONE: (575) 894-6673 EXT 320 FAX: (575) 894-0363**

COMMISSION ACTION FORM

ITEM:

*Public Art Advisory Board Application/Appointment
1) Andy Underwood*

PURPOSE OF ACTION:

Review and Approval

BACKGROUND:

Andy Underwood will replace Jia Apple who resigned from the Board on 6/21/17. Jia represented the business community on the Board. The Board approved Mr. Underwood's appointment at its 8/21/17 meeting.

STAFF RECOMMENDATION:

None

SUPPORT INFORMATION:

Application & Bio from Applicant's Website

| | | |
|--|---------------------------------|------------------|
| Name of Drafter: Renee Cantin | Department: City Clerk's Office | Meeting: 6/28/17 |
| E-mail: rcantin@torcnm.org | Phone: 575-894-6673 Ext. 304 | |



City of Truth or Consequences
City Board Application

RECEIVED
JUL 10 2017

Name: Andy Underwood
Address: P.O. Box 31
T.O.C. N.M.
Phone: 525-740-7158

I am interested in serving as a member of Public Art Advisory Board Board.

My qualifications are:

lifetime resident of T.O.C.
25 yrs custom home builder in Sierra County
25 yrs ceramic tile artist
custom woodworker & plaster artist
Successful Business owner for 30 years !!

Reason why you are interested in serving on this Board:

I want to help with the development
of art in our community !!

Additional Comments:

I am now 60 years old and would
like to be more involved in the art movement
in T.O.C. Thank you for your consideration.

Signature: A Underwood

dillwood@wildblue.net - e-mail
dillwoodconstruction.com - website



≡ Menu

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- [About Us](#)
- [Portfolio](#)
- [Testimonials](#)
- [Gallery](#)
- [Contact Us](#)

About Us



Dillwood LLC consists of the design and construction team of Andy and Kathy Underwood. With over 25 years in the construction industry, we have the experience and expertise to build your home from start to finish. We are hands on builders involved in every aspect of the project.

We believe in open and interactive communication with our customers to ensure we are all working toward the same goal.

We can help with everything from site placement and design to selecting finishes and fixtures.

Our homes are site sensitive, energy efficient and low maintenance.

We want to build you a home you can be comfortable in and proud to own.



Dillwood LLC, Construction & Homebuilders
P.O. Box 3253
Truth or Consequences, New Mexico 87901

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H.2

CITY OF TRUTH OR CONSEQUENCES

COMMISSION ACTION FORM

ITEM:

JOINT POWERS AGREEMENT BETWEEN CITY OF TRUTH OR CONSEQUENCES, CITY OF ELEPHANT BUTTE, VILLAGE OF WILLIAMSBURG AND COUNTY OF SIERRA TO ESTABLISH AND MAINTAIN A MINIMUM POOL AT ELEPHANT BUTTE RESERVOIR.

BACKGROUND:

During the City Commission meeting on September 27th, the Commission approved Resolution No. 08 16/17 calling upon the Bureau of Reclamation to establish a minimum pool at Elephant Butte Lake. A similar resolution was adopted by Sierra County and City of Elephant Butte. The purpose of this agreement between Sierra County, City of T or C, City of Elephant Butte, and Village of Williamsburg is to establish and maintain a minimum pool at Elephant Butte Reservoir, for the citizens and visitors of Sierra County. JPA would formalize this effort among the Sierra County entities to seek administrative and/or legislative support from state and federal agencies.

Joint Powers Commission would be overseen by a Joint Powers Commission, comprised of representatives of the County, the City, Elephant Butte, and the Village.

STAFF RECOMMENDATION:

- Approval of the JPA for the minimum pool at Elephant Butte Reservoir.

| | | |
|--|------------------------------|---------------|
| Name of Drafter: Juan A. Fuentes | Department: City Manager | Mtg: 09/13/17 |
| E-mail: jafuentes@torcnm.org | Phone: 575-894-6673 Ext. 320 | |

**CITY OF TRUTH OR CONSEQUENCES
RESOLUTION NO. 08 16/17**

**A RESOLUTION REQUESTING THE ESTABLISHMENT OF A MINIMUM POOL AT
ELEPHANT BUTTE LAKE**

WHEREAS, Elephant Butte Dam was completed in 1916 as part of the Rio Grande Project to not only tame the flood waters of the Rio Grande but also to store water that could be used by farmers for irrigation of their crops seasonally; and,

WHEREAS, Elephant Butte Lake is 40 miles long and has over 200 miles of shoreline; and,

WHEREAS, Elephant Butte Lake's waters supports a diverse fishery of record-breaking bass, walleye, catfish, crappie, white and black bass, stripers, and numerous other species;

WHEREAS, numerous bird species, including the American white pelicans, thousands of western and Clark's grebes, terns, and unusual gulls, and shorebirds inhabit the Elephant Butte Lake area primarily because of the abundant availability of fish; and,

WHEREAS, depletion of the lake has a significant adverse effect on wildlife and,

WHEREAS, fishing, boating and wildlife viewing are recreational activities vital to the public and economic interest of the City of Elephant Butte, City of Truth or Consequences, Village of Williamsburg and the County of Sierra; and,

WHEREAS, a minimum pool is crucial to the public's enjoyment and critical to the financial success of the marinas and the local economy.

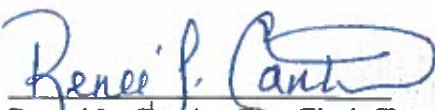
NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Truth or Consequences that it calls upon the Bureau of Reclamation and/or any other authority to lead efforts to establish a minimum pool at Elephant Butte lake to ensure the continued vitality of the environment and of our community.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Truth or Consequences on this 27th day of September, 2016.

BY:


Steve Green, Mayor

ATTEST:


Renee L. Cantin, City Clerk-Treasurer

**JOINT POWERS AGREEMENT
BETWEEN CITY OF TRUTH OR CONSEQUENCES, CITY OF ELEPHANT BUTTE,
VILLAGE OF WILLIAMSBURG AND COUNTY OF SIERRA
TO ESTABLISH AND MAINTAIN A MINIMUM POOL
AT ELEPHANT BUTTE RESERVOIR**

This Joint Powers Agreement ("JPA" or "Agreement") is entered into on the ____ day of _____ 20__ by and between the City of Truth or Consequences ("City"), the City of Elephant Butte ("Elephant Butte"), the Village of Williamsburg ("Williamsburg"), and the County of Sierra ("County"). Individually, the City, Elephant Butte, Williamsburg, and County may be referred to individually as a "Party" and collectively as the "Parties" under this JPA.

WHEREAS, this agreement is made under the authority of the Joint Powers Agreement Act, NMSA 1978, Sections 11-1-1 et seq. ("Joint Powers Act"); and

WHEREAS, the Parties are legal subdivisions of the State of New Mexico ("the State") and are public agencies as defined by the Joint Powers Act, both located within Sierra County; and

WHEREAS, Elephant Butte Dam was established in 1916 as part of the Rio Grande Project to not only tame the flood waters of the Rio Grande but also to store water that could be used by farmers for irrigation of their crops during the dry seasons; and,

WHEREAS, Elephant Butte Lake is 40 miles long and has over 200 miles of shoreline; and

WHEREAS, Elephant Butte Lake's waters supports a diverse fishery of record-breaking bass, walleye, catfish, crappie, white and black bass, stripers, and numerous other species;

WHEREAS, numerous bird species, including the American white pelicans, thousands of western and Clark's grebes, terns, and unusual gulls, and shorebirds inhabit the Elephant Butte Lake area primarily because of the abundant availability of fish; and,

WHEREAS, depletion of the lake has a significant adverse effect on wildlife and,

WHEREAS, fishing, boating and wildlife viewing are recreational activities vital to the public and economic interest of the City of Elephant Butte, City of Truth or Consequences, the Village of Williamsburg and the County of Sierra; and,

WHEREAS, a minimum pool is crucial to the public's enjoyment and critical to the financial success of the marinas and the local economy; and,

WHEREAS, the governmental entities have agreed to work cooperatively to establish and maintain a minimum pool at Elephant Butte Reservoir; and,

WHEREAS, it is in the best interests of the citizens of the Parties to enter into a Joint Powers Agreement for the purpose of effectuating the rights and responsibilities between the parties for the purposes stated.

NOW THEREFORE, IT IS MUTUALLY AGREED AND COVENANTED AMONG THE PARTIES AS FOLLOWS:

1. NAME:

This agreement shall be known as the "ELEPHANT BUTTE MINIMUM POOL AGREEMENT."

2. COMMON POWER:

The common power to be exercised to establish and maintain minimum pool at Elephant Butte Reservoir.

3. PURPOSE:

The County, City, Elephant Butte, and Village enter into this Agreement for the purpose of establishing and maintaining a minimum pool at Elephant Butte Reservoir, for the citizens and visitors of Sierra County.

4. JOINT POWERS COMMISSION (JPC):

- A. Control of the oversight of the Elephant Butte Reservoir Minimum Pool Commission is hereby vested in a Joint Powers Commission, comprised of representatives of the County, the City, Elephant Butte, and the Village, jointly hereinafter described as "the Joint Powers Commission (JPC)."
- B. The total voting members of the JPC shall be established at ___ members. The membership of the JPC shall consist of _1_ members of the County, _1_ members of the City, _1_ members of Elephant Butte, and ___1___ members of the Village. The designation of an alternate shall be the responsibility of the Local Governing Body whose voting member is absent.
- C. One member of the JPC shall be elected Chair and one member elected Vice-Chair by a majority vote on the voting members. The Chair may make motions and shall have the same voting rights, no less and no more, as any other member of the Board. The Chair shall not have any administrative, procedural, contractual or similar authority different than any other member of the Board, except as otherwise provided by statute. Should the Chair vacate the office of Chair, the Vice-Chair shall serve the remainder of the term, and the JPC shall elect a Vice-Chair. Members of the Board are required to obtain the floor (i.e., must be recognized by the Chair) before making motions or speaking. Any and all motions need to have a second before a vote may be taken. Items appearing on the agenda of meetings of the JPC shall be those necessary for the proper consideration and management of the business of the JPC. Any item necessary for the proper consideration and management of the business of the JPC requested by any individual member of the JPC shall be placed on the agenda for the meetings of the JPC. The presiding Chairperson at a meeting of the Board is declared to be the lawful custodian of the building where the meeting is conducted pursuant to NMSA 1978, Section 30-20-13 (C) (1981).

- D. The County Clerk, City Clerk, Elephant Butte City Clerk, and Village Clerk, or other appropriate staff, appointed by the JPC, shall serve as Secretary to the JPC, and shall provide for recordation of minutes. Such minutes and documents will be kept on record in the office of the County Clerk, the City Clerk, the Elephant Butte City Clerk, and the Village Clerk. The Secretary will have no voting rights.
- E. The fiscal control, supervision and management of the Elephant Butte Reservoir Minimum Pool granted herein shall at all times be administered by the JPC. Nothing in this Agreement shall be deemed or interpreted to be a delegation to the JPC to issue bonds, call an election for the purpose of authorizing the issuance of bonds, imposition of a mill levy or other tax or to levy annual assessments for a mill levy or other tax.
- F. The JPC shall account annually to the County, the City, Elephant Butte, and the Village for the receipt and expenditure of funds received for the fiscal control, supervision and management of the Elephant Butte Reservoir Minimum Pool, and shall submit an annual budget for approval to each entity, and shall submit to each entity a copy of its annual audit.
- G. The JPC, vested with the powers of a public entity, shall comply with all applicable federal, state or local laws, regulations, or ordinances. Such laws include, but are not limited to, the Open Meetings Act, NMSA 1978, Section 10-15-1 et seq., the Inspection of Public Records Act, NMSA 1978, Section 14-2-1 et seq., the Procurement Code, NMSA 1978, Section 13-1-28 et seq., the requirements of the Local Government Division of the Department of Finance and Administration, and financial auditing requirements set forth under the State Auditor's Rule.
- H. The Joint Powers Commission shall establish bylaws which at minimum shall include:
- i. Establishment of bylaws process including the adoption, review and amendment process.
 - ii. Definition and establishment of conflicts of interest policy.

- iii. Open Meetings Procedures.
 - iv. Parliamentary Procedures.
 - v. Definition and Standards for removal of a member of the JPC for just cause.
 - vi. The process for recordation, review and approval of minutes.
 - vii. The types of standing or ad hoc committees, their memberships, duties and responsibilities.
 - viii. The policy on selection and oversight of professional services.
 - ix. Policies and procedures governing financial administration of the Elephant Butte Reservoir Minimum Pool including a policy on conflict of interest in procurement.
 - x. Other matters the JPC deems appropriate to include in its bylaws.
- I. The bylaws or rules, regulations, policies or procedures of the JPC will be subject to this Agreement, and all applicable federal, state and local laws, rules, regulations or policies, as well as this Agreement, and shall supplement but may not contradict the same.
 - J. The bylaws of the JPC shall be approved by each separate party to this Agreement.
5. **ADMINISTRATIVE AGENCY:**
- Under Section 11-1-5(A) NMSA 1978, the JPC is hereby appointed as the administering agency of this Agreement.
6. **RECORDS:**
- A. Each member of the JPC shall maintain any and all records required by state law or regulation.
 - B. The records of the JPC shall be subject to disclosure as provided in the Inspection of Public Records Act, NMSA 1978, Section 14-2-1 et seq.
7. **FUNDING OBLIGATIONS:**
- A. The parties to this Agreement shall participate in the funding of the acquisition and maintenance of the Elephant Butte Reservoir minimum pool.

- B. To the extent permitted by law, the parties to this Agreement shall dedicate the following revenue to the Elephant Butte Reservoir Minimum Pool for the acquisition and maintenance of the minimum pool:
- i. Sierra County:
 - ii. City of Truth or Consequences:
 - iii. Village of Williamsburg:
 - iv. City of Elephant Butte:
- C. The parties shall endeavor to seek other legally authorized funding sources, such as loans, legislative appropriations, grants, donations or gifts, to provide for the acquisition and maintenance of the Elephant Butte Reservoir Minimum Pool.

8. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS:

Each party shall have responsibility for and shall be strictly accountable for all receipts and disbursements obtained by each respective entity under this Agreement.

9. DISPOSITION OF PROPERTY:

Upon dissolution of this agreement, any property acquired under this Agreement shall be returned to the parties in proportion to the contributions made by each entity during the period of the agreement.

10. LIABILITY:

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

11. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New Mexico.

**12. TERM OF THE AGREEMENT, AMENDMENT, TERMINATION AND
WITHDRAWAL:**

This Agreement will become effective upon approval by the governing bodies of the City of Truth or Consequences, the City of Elephant Butte, the Village of Williamsburg, and Sierra County, followed by approval by the Department of Finance and Administration and signature of both parties. This Agreement shall continue indefinitely, unless terminated as provided herein. Upon termination all obligations incurred under this Agreement shall terminate. This Agreement may be terminated by either party upon forty-five day written notice. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties and approved by the Department of Finance and Administration.

13. APPROPRIATIONS:

Performance under this Agreement is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature, the United States, and each governing body.

14. EFFECTIVE DATE:

This agreement shall become effective upon execution of this Agreement by all parties and approval by the Department of Finance and Administration of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective as of the date of approval by the Department of Finance and Administration.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SIERRA



Ken Lyon, Chair



Frances Luna, Vice- Chair



Sherry Fletcher, Commissioner

ATTEST BY:



SHELLEY TRUJILLO, COUNTY CLERK

7/17/2017
DATE

CITY OF TRUTH OR CONSEQUENCES

By: _____

ATTEST BY:

CITY CLERK

DATE

THE CITY OF ELEPHANT BUTTE



Mayor

ATTEST BY:



CITY CLERK

6/8/17
DATE

THE VILLAGE OF WILLIAMSBURG

Mayor

ATTEST BY:

VILLAGE CLERK

DATE

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____

Date: _____



4.3

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

ITEM:

Discussion/Action: Approval of the Records Inventory List for destruction.

BACKGROUND:

As mentioned earlier in the meeting for the Retention Schedule Resolution, we are well on our way to attempting to make some room for our records by proceeding with the proper destruction of the old records. The attached list for 2016 which was logged in last year, has 49 boxes, and the 2017 list which consists mostly of Finance, Utility, and Payroll records has 287 boxes, for a total of 336 boxes that we are requesting approval to proceed with destruction.

The list has been sent to the City Attorney for review and to make sure there are not any documents that may need to be held for any legal purposes.

STAFF RECOMMENDATION:

Approve the attached 2016 & 2017 Records Inventory Lists for destruction.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 09/13/2017

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO*Office of the City Clerk-Treasurer**505 Sims. St, T or C, NM 87901**(575) 894-6673; (575) 894-7767 fax***2016****NOTIFICATION OF RECORDS DESTRUCTION**

The following records have been identified as eligible for destruction according to the Records Retention and Disposition Schedule

| DEPT. WHERE RECORD ORIGINATED | DESCRIPTION OF RECORD | YEAR(S) OF RECORD | ITEM # AUTHORIZING DESTRUCTION | ARCHIVE BOX NUMBER | DATE DESTROYED |
|--|------------------------------|------------------------------|---|-----------------------------------|---------------------------|
| FINANCE | Invoices (Vendor) | FY 09/10 | 1.15.4.305 | 2016-01 | |
| FINANCE | Bank Statements | 1995 | 1.15.4.508 | 2016-02 | |
| FINANCE | Invoices (Vendor) | FY 09/10 | 1.15.4.305 | 2016-03 | |
| FINANCE | Invoices (Vendor) | FY 09/10 | 1.15.4.305 | 2016-04 | |
| FINANCE | Invoices (Vendor) | FY 09/10 | 1.15.4.305 | 2016-05 | |
| FINANCE | Invoices (Vendor) | FY 09/10 | 1.15.4.305 | 2016-06 | |
| FINANCE | Invoices (Vendor) | FY 10/11 | 1.15.4.305 | 2016-07 | |
| FINANCE | Invoices (Vendor) | FY 10/11 | 1.15.4.305 | 2016-08 | |
| FINANCE | Invoices (Vendor) | FY 10/11 | 1.15.4.305 | 2016-09 | |
| FINANCE | Invoices (Vendor) | FY 10/11 | 1.15.4.305 | 2016-10 | |
| FINANCE | Invoices (Vendor) | FY 10/11 | 1.15.4.305 | 2016-11 | |
| FINANCE | Invoices (Vendor) | FY 10/11 | 1.15.4.305 | 2016-12 | |
| FINANCE | Invoices (Vendor) | FY 10/11 | 1.15.4.305 | 2016-13 | |
| FINANCE | Invoices (Vendor) | FY 09/10 & FY 10/11 | 1.15.4.305 | 2016-14 | |
| FINANCE | Invoices (Vendor) | FY 09/10 | 1.15.4.305 | 2016-15 | |
| FINANCE | Invoices (Vendor) | FY 09/10 | 1.15.4.305 | 2016-16 | |
| FINANCE | Invoices (Vendor) | FY 09/10 | 1.15.4.305 | 2016-17 | |
| FINANCE | Invoices (Vendor) | FY 08/09 | 1.15.4.305 | 2016-18 | |
| FINANCE | Invoices (Vendor) | FY 08/09 | 1.15.4.305 | 2016-19 | |
| FINANCE | Invoices (Vendor) | FY 08/09 | 1.15.4.305 | 2016-20 | |
| FINANCE | Invoices (Vendor) | FY 08/09 | 1.15.4.305 | 2016-21 | |
| FINANCE | Invoices (Vendor) | FY 08/09 | 1.15.4.305 | 2016-22 | |
| FINANCE | Invoices (Vendor) | FY 08/09 | 1.15.4.305 | 2016-23 | |
| FINANCE | Invoices (Vendor) | FY 08/09 | 1.15.4.305 | 2016-24 | |
| FINANCE | Invoices (Vendor) | FY 08/09 | 1.15.4.305 | 2016-25 | |
| FINANCE | Invoices (Vendor) | FY 98/99 | 1.15.4.305 | 2016-26 | |
| FINANCE | Invoices (Vendor) | FY 96/97 | 1.15.4.305 | 2016-27 | |
| FINANCE | Invoices (Vendor) | FY 97/98 | 1.15.4.305 | 2016-28 | |
| FINANCE | Invoices (Vendor) | FY 97/98 | 1.15.4.305 | 2016-29 | |

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO*Office of the City Clerk-Treasurer**505 Sims. St, T or C, NM 87901**(575) 894-6673; (575) 894-7767 fax*

| DEPT. WHERE RECORD ORIGINATED | DESCRIPTION OF RECORD | YEAR(S) OF RECORD | ITEM # AUTHORIZING DESTRUCTION | ARCHIVE BOX NUMBER | DATE DESTROYED |
|--|------------------------------|------------------------------|---|-----------------------------------|---------------------------|
| FINANCE | Invoices (Vendor) | FY 98/98 | 1.15.4.305 | 2016-30 | |
| FINANCE | Invoices (Vendor) | FY 98/99 | 1.15.4.305 | 2016-31 | |
| FINANCE | Invoices (Vendor) | FY 98/99 | 1.15.4.305 | 2016-32 | |
| FINANCE | Invoices (Vendor) | FY 97/98 | 1.15.4.305 | 2016-33 | |
| FINANCE | Invoices (Vendor) | FY 97/98 | 1.15.4.305 | 2016-34 | |
| FINANCE | Invoices (Vendor) | FY 97/98 | 1.15.4.305 | 2016-35 | |
| FINANCE | Invoices (Vendor) | FY 97/98 | 1.15.4.305 | 2016-36 | |
| FINANCE | Invoices (Vendor) | FY 97/98 | 1.15.4.305 | 2016-37 | |
| FINANCE | Invoices (Vendor) | FY 97/98 | 1.15.4.305 | 2016-38 | |
| FINANCE | Invoices (Vendor) | FY 95/96 | 1.15.4.305 | 2016-39 | |
| FINANCE | Invoices (Vendor) | FY 96/97 | 1.15.4.305 | 2016-40 | |
| FINANCE | Invoices (Vendor) | FY 96/97 | 1.15.4.305 | 2016-41 | |
| FINANCE | Invoices (Vendor) | FY 96/97 | 1.15.4.305 | 2016-42 | |
| FINANCE | Invoices (Vendor) | FY 95/96 | 1.15.4.305 | 2016-43 | |
| FINANCE | Invoices (Vendor) | FY 97/98 | 1.15.4.305 | 2016-44 | |
| FINANCE | Invoices (Vendor) | FY 97/98 | 1.15.4.305 | 2016-45 | |
| FINANCE | Invoices (Vendor) | FY 96/97 | 1.15.4.305 | 2016-46 | |
| FINANCE | Invoices (Vendor) | FY 96/97 | 1.15.4.305 | 2016-47 | |
| FINANCE | Invoices (Vendor) | FY 95/96 | 1.15.4.305 | 2016-48 | |
| FINANCE | Invoices (Vendor) | FY 96/97 | 1.15.4.305 | 2016-49 | |

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO*Office of the City Clerk-Treasurer**505 Sims. St, T or C, NM 87901**(575) 894-6673; (575) 894-7767 fax***2017****NOTIFICATION OF RECORDS DESTRUCTION**

The following records have been identified as eligible for destruction according to the Records Retention and Disposition Schedule

| DEPT. WHERE RECORD ORIGINATED | DESCRIPTION OF RECORD | YEAR(S) OF RECORD | ITEM # AUTHORIZING DESTRUCTION | ARCHIVE BOX NUMBER | DATE DESTROYED |
|--|----------------------------|----------------------|--------------------------------------|--------------------------|-------------------|
| FINANCE | Payment Vouchers | FY 10/11 | 1.15.4.312 | 2017-01 | |
| FINANCE | Revenue Contracts & Grants | FY 09/10 | 1.15.4.208 | 02 | |
| FINANCE | Revenue Contracts & Grants | FY 05/06 | 1.15.4.208 | 03 | |
| FINANCE | Payment Vouchers | FY 07/08 | 1.15.4.312 | 04 | |
| FINANCE | Bank Statements | FY 04/05 | 1.15.4.508 | 05 | |
| FINANCE | Ledgers General | FY 06/07 | 1.15.4.502 | 06 | |
| FINANCE | Bank Statements | FY 05/06 | 1.15.4.508 | 07 | |
| FINANCE | Payment Vouchers | FY 07/08 | 1.15.4.312 | 08 | |
| FINANCE | Ledgers General | FY 06/07 | 1.15.4.502 | 09 | |
| FINANCE | Payment Vouchers | FY 07/08 | 1.15.4.312 | 10 | |
| FINANCE | Payment Vouchers | FY 05/06 | 1.15.4.312 | 11 | |
| FINANCE | Bank Statements | FY 03/04 | 1.15.4.508 | 12 | |
| FINANCE | Ledgers General | FY 07/08 | 1.15.4.502 | 13 | |
| FINANCE | Payment Vouchers | FY 00/01 | 1.15.4.312 | 14 | |
| FINANCE | Payment Vouchers | FY 00/01 | 1.15.4.312 | 15 | |
| FINANCE | Checks | FY 03/04 | 1.15.4.314 | 16 | |
| FINANCE | Ledgers General | FY 04/05 | 1.15.4.502 | 17 | |
| FINANCE | Ledgers General | FY 04/05 | 1.15.4.502 | 18 | |
| FINANCE | Checks | FY 05/06 | 1.15.4.314 | 19 | |
| FINANCE | Bank Statements | FY 84/85 | 1.15.4.508 | 20 | |
| FINANCE | Payment Vouchers | FY 90/91 | 1.15.4.312 | 21 | |
| FINANCE | Ledgers General | FY 10/11 | 1.15.4.502 | 22 | |
| FINANCE | Payment Vouchers | FY 07/08 | 1.15.4.312 | 23 | |
| FINANCE | Payment Vouchers | FY 08/09 | 1.15.4.312 | 24 | |
| FINANCE | Payment Vouchers | FY 13/14 | 1.15.4.312 | 25 | |
| FINANCE | Payment Vouchers | FY 12/13 | 1.15.4.312 | 26 | |
| FINANCE | Ledgers General | FY 05/06 | 1.15.4.312 | 27 | |
| FINANCE | Payment Vouchers | FY 02/03 | 1.15.4.312 | 28 | |
| FINANCE | Payment Vouchers | FY 00/01 | 1.15.4.312 | 29 | |

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

Office of the City Clerk-Treasurer

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| DEPT. WHERE RECORD ORIGINATED | DESCRIPTION OF RECORD | YEAR(S) OF RECORD | ITEM # AUTHORIZING DESTRUCTION | ARCHIVE BOX NUMBER | DATE DESTROYED |
|--|-------------------------------------|---------------------------|--------------------------------------|--------------------------|-------------------|
| FINANCE | Payment Vouchers | FY 07/08 | 1.15.4.312 | 30 | |
| FINANCE | Payment Vouchers | FY 07/08 | 1.15.4.312 | 31 | |
| FINANCE | Payment Vouchers | FY 07/08 | 1.15.4.312 | 32 | |
| FINANCE | Applications & Interview Records | Jan. 2013 to Dec. 2013 | 1.15.6.102 +1.15.6.137 | 33 | |
| FINANCE | Payment Vouchers | FY 06/07 | 1.15.4.312 | 34 | |
| FINANCE | Payment Vouchers | FY 06/07 | 1.15.4.312 | 35 | |
| FINANCE | Payment Vouchers | FY 00/01 | 1.15.4.312 | 36 | |
| FINANCE | Payment Vouchers | FY 01/02 | 1.15.4.312 | 37 | |
| FINANCE | Ledgers General | FY 01/02 | 1.15.4.502 | 38 | |
| FINANCE | Bank Statements | FY 11/12 | 1.15.4.508 | 39 | |
| FINANCE | Payment Vouchers | FY 02/03 | 1.15.4.312 | 40 | |
| FINANCE | Inventory of Fixed Assets | FY 10/11 | 1.15.4.509 | 41 | |
| FINANCE | Inventory of Fixed Assets | FY 10/11 | 1.15.4.509 | 42 | |
| FINANCE | Bank Statements | FY 02/03 | 1.15.4.508 | 43 | |
| FINANCE | Ledgers General | FY 06/07 | 1.15.4.502 | 44 | |
| FINANCE | Payment Vouchers | FY 05/06 | 1.15.4.312 | 45 | |
| FINANCE | Payment Vouchers | FY 01/02 | 1.15.4.312 | 46 | |
| FINANCE | Bank Statements | FY 06/07 | 1.15.4.508 | 47 | |
| FINANCE | Ledgers General | FY 00/01 | 1.15.4.502 | 48 | |
| FINANCE | Ledgers General | FY 00/01 | 1.15.4.502 | 49 | |
| FINANCE | Payment Vouchers | FY 06/07 | 1.15.4.312 | 50 | |
| FINANCE | Revenue Contracts & Grants | FY 04/05 | 1.15.4.208 | 51 | |
| FINANCE | Payment Vouchers | FY 02/03 | 1.15.4.312 | 52 | |
| FINANCE | Contract Agreements | FY 88/89 | 1.15.4.307 | 53 | |
| FINANCE | Ledgers General | FY 02/03 | 1.15.4.502 | 54 | |
| FINANCE | Contracts & Grants | FY 02/03 | 1.15.4.208 | 55 | |
| FINANCE | Payment Vouchers | FY 00/01 | 1.15.4.312 | 56 | |
| FINANCE | Invoice/Vendor | FY 04/05 | 1.15.4.305 | 57 | |
| FINANCE | Contract Agreement Files | FY 97/98 | 1.15.4.307 | 58 | |
| FINANCE | Invoice/Vendor | FY 03/04 | 1.15.4.305 | 59 | |
| FINANCE | | | | 60 | |
| FINANCE | Contract Agreement Files | FY 98/99 | 1.15.4.307 | 61 | |

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

Office of the City Clerk-Treasurer

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| DEPT. WHERE RECORD ORIGINATED | DESCRIPTION OF RECORD | YEAR(S) OF RECORD | ITEM # AUTHORIZING DESTRUCTION | ARCHIVE BOX NUMBER | DATE DESTROYED |
|--|-----------------------|----------------------|--------------------------------------|--------------------------|-------------------|
| FINANCE | Payment Vouchers | FY 05/06 | 1.15.4.312 | 62 | |
| FINANCE | Payment Vouchers | FY 05/06 | 1.15.4.312 | 63 | |
| FINANCE | Payment Vouchers | FY 06/07 | 1.15.4.312 | 64 | |
| FINANCE | Payment Vouchers | FY 02/03 | 1.15.4.312 | 65 | |
| FINANCE | Payment Vouchers | FY 02/03 | 1.15.4.312 | 66 | |
| FINANCE | Payment Vouchers | FY 05/06 | 1.15.4.312 | 67 | |
| FINANCE | Ledgers General | FY 07/08 | 1.15.4.502 | 68 | |
| FINANCE | Payment Vouchers | FY 05/06 | 1.15.4.312 | 69 | |
| FINANCE | Payment Vouchers | FY 05/06 | 1.15.4.312 | 70 | |
| FINANCE | Bank Statements | FY 07/08 | 1.15.4.508 | 71 | |
| FINANCE | Payment Vouchers | FY 06/07 | 1.15.4.312 | 72 | |
| FINANCE | Payment Vouchers | FY 02/03 | 1.15.4.312 | 73 | |
| FINANCE | Payment Vouchers | FY 06/07 | 1.15.4.312 | 74 | |
| FINANCE | Payment Vouchers | FY 05/06 | 1.15.4.312 | 75 | |
| FINANCE | Payment Vouchers | FY 03/04 | 1.15.4.312 | 76 | |
| FINANCE | Ledgers General | FY 07/08 | 1.15.4.502 | 77 | |
| FINANCE | Payment Vouchers | FY 06/07 | 1.15.4.312 | 78 | |
| FINANCE | Payment Vouchers | FY 07/08 | 1.15.4.312 | 79 | |
| FINANCE | Payment Vouchers | FY 12/13 | 1.15.4.312 | 80 | |
| FINANCE | Payment Vouchers | FY 12/13 | 1.15.4.312 | 81 | |
| FINANCE | Payment Vouchers | FY 11/12 | 1.15.4.312 | 82 | |
| FINANCE | Payment Vouchers | FY 11/12 | 1.15.4.312 | 83 | |
| FINANCE | Payment Vouchers | FY 12/13 | 1.15.4.312 | 84 | |
| FINANCE | Payment Vouchers | FY 12/13 | 1.15.4.312 | 85 | |
| FINANCE | Payment Vouchers | FY 12/13 | 1.15.4.312 | 86 | |
| FINANCE | Payment Vouchers | FY 12/13 | 1.15.4.312 | 87 | |
| FINANCE | Payment Vouchers | FY 11/12 | 1.15.4.312 | 88 | |
| FINANCE | Payment Vouchers | FY 12/13 | 1.15.4.312 | 89 | |
| FINANCE | Payment Vouchers | FY 13/14 | 1.15.4.312 | 90 | |
| FINANCE | Invoice/Vendor | FY 90/91 | 1.15.4.305 | 91 | |
| FINANCE | Invoice/Vendor | FY 92/93 | 1.15.4.305 | 92 | |
| FINANCE | Invoice/Vendor | FY 95/96 | 1.15.4.305 | 93 | |
| FINANCE | Payment Vouchers | FY 11/12 | 1.15.4.312 | 94 | |

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|--|-----------------------|----------------------|--------------------------------------|--------------------------|-------------------|
| FINANCE | Invoice/Vendor | FY 94/95 | 1.15.4.305 | 95 | |
| FINANCE | Invoice/Vendor | FY 95/96 | 1.15.4.305 | 96 | |
| FINANCE | Invoice/Vendor | FY 95/96 | 1.15.4.305 | 97 | |
| FINANCE | Invoice/Vendor | FY 95/96 | 1.15.4.305 | 98 | |
| FINANCE | Invoice/Vendor | FY 97/98 | 1.15.4.305 | 99 | |
| FINANCE | Payment Vouchers | FY 11/12 | 1.15.4.312 | 100 | |
| FINANCE | Payment Vouchers | FY 13/14 | 1.15.4.312 | 101 | |
| FINANCE | Invoice/Vendor | FY 96/97 | 1.15.4.305 | 102 | |
| FINANCE | Bank Statements | FY 08/09 | 1.15.4.508 | 103 | |
| FINANCE | Bank Statements | FY 10/11 | 1.15.4.508 | 104 | |
| FINANCE | Ledgers General | FY 08/09 | 1.15.4.502 | 105 | |
| FINANCE | Invoice/Vendor | FY 98/99 | 1.15.4.305 | 106 | |
| FINANCE | Invoice/Vendor | FY 95/96 | 1.15.4.305 | 107 | |
| FINANCE | Invoice/Vendor | FY 98/99 | 1.15.4.305 | 108 | |
| FINANCE | Invoice/Vendor | FY 95/96 | 1.15.4.305 | 109 | |
| FINANCE | Invoice/Vendor | FY 95/96 | 1.15.4.305 | 110 | |
| FINANCE | Invoice/Vendor | FY 95/96 | 1.15.4.305 | 111 | |
| FINANCE | General Ledger | FY 08/09 | 1.15.4.502 | 112 | |
| FINANCE | Invoice/Vendor | FY 98/99 | 1.15.4.305 | 113 | |
| FINANCE | Payment Vouchers | FY 03/04 | 1.15.4.312 | 114 | |
| FINANCE | Payment Vouchers | FY 03/04 | 1.15.4.312 | 115 | |
| FINANCE | Payment Vouchers | FY 03/04 | 1.15.4.312 | 116 | |
| FINANCE | Payment Vouchers | FY 04/05 | 1.15.4.312 | 117 | |
| FINANCE | Invoice/Vendor | FY 95/96 | 1.15.4.305 | 118 | |
| FINANCE | Invoice/Vendor | FY 96/97 | 1.15.4.305 | 119 | |
| FINANCE | Payment Vouchers | FY 04/05 | 1.15.4.312 | 120 | |
| FINANCE | Payment Vouchers | FY 03/04 | 1.15.4.312 | 121 | |
| FINANCE | Payment Vouchers | FY 04/05 | 1.15.4.312 | 122 | |
| FINANCE | Payment Vouchers | FY 03/04 | 1.15.4.312 | 123 | |
| FINANCE | Invoice/Vendor | FY 11/12 | 1.15.4.305 | 124 | |
| FINANCE | Invoice/Vendor | FY 98/99 | 1.15.4.305 | 125 | |
| FINANCE | Payment Vouchers | FY 04/05 | 1.15.4.312 | 126 | |
| FINANCE | Payment Vouchers | FY 04/05 | 1.15.4.312 | 127 | |

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Office of the City Clerk-Treasurer

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| DEPT. WHERE RECORD ORIGINATED | DESCRIPTION OF RECORD | YEAR(S) OF RECORD | ITEM # AUTHORIZING DESTRUCTION | ARCHIVE BOX NUMBER | DATE DESTROYED |
|--|--------------------------|----------------------|--------------------------------------|--------------------------|-------------------|
| FINANCE | Payment Vouchers | FY 04/05 | 1.15.4.312 | 128 | |
| FINANCE | Payment Vouchers | FY 04/05 | 1.15.4.312 | 129 | |
| FINANCE | Payment Vouchers | FY 11/12 | 1.15.4.312 | 130 | |
| FINANCE | Payment Vouchers | FY 11/12 | 1.15.4.312 | 131 | |
| FINANCE | Payment Vouchers | FY 13/14 | 1.15.4.312 | 132 | |
| FINANCE | Invoice/Vendor | FY 11/12 | 1.15.4.305 | 133 | |
| FINANCE | Payment Vouchers | FY 06/07 | 1.15.4.312 | 134 | |
| FINANCE | Payment Vouchers | FY 08/09 | 1.15.312 | 135 | |
| FINANCE | Payment Vouchers | FY 07/08 | 1.15.4.312 | 136 | |
| FINANCE | Payment Vouchers | FY 10/11 | 1.15.4.312 | 137 | |
| FINANCE | Utility Billing Register | FY 99/00 | 1.19.8.557 | 138 | |
| FINANCE | Utility Billing Register | FY 01/02 | 1.19.8.557 | 139 | |
| FINANCE | Utility Billing Register | FY 99/00 | 1.19.8.557 | 140 | |
| FINANCE | Utility Billing Register | FY 00/01 | 1.19.8.557 | 141 | |
| FINANCE | Utility Billing Register | FY 00/01 | 1.19.8.557 | 142 | |
| FINANCE | Utility Billing Register | FY 00/01 | 1.19.8.557 | 143 | |
| FINANCE | Utility Billing Register | FY 00/01 | 1.19.8.557 | 144 | |
| FINANCE | Utility Billing Register | FY 00/01 | 1.19.8.557 | 145 | |
| FINANCE | Utility Billing Register | FY 00/01 | 1.19.8.557 | 146 | |
| FINANCE | Utility Billing Register | FY 04/05 | 1.19.8.557 | 147 | |
| FINANCE | Utility Billing Register | FY 01/02 | 1.19.8.557 | 148 | |
| FINANCE | Utility Billing Register | FY 03/04 | 1.19.8.557 | 149 | |
| FINANCE | Utility Billing Register | FY 02/03 | 1.19.8.557 | 150 | |
| FINANCE | Utility Billing Register | FY 05/06 | 1.19.8.557 | 151 | |
| FINANCE | Utility Billing Register | FY 01/02 | 1.19.8.557 | 152 | |
| FINANCE | Utility Billing Register | FY 99/00 | 1.19.8.557 | 153 | |
| FINANCE | Utility Billing Register | FY 04/05 | 1.19.8.557 | 154 | |
| FINANCE | Utility Billing Register | FY 07/08 | 1.19.8.557 | 155 | |
| FINANCE | Utility Billing Register | FY 01/02 | 1.19.8.557 | 156 | |
| FINANCE | Meter Reading Files | FY 99-2001 | 1.19.8.556 | 157 | |
| FINANCE | Meter Reading Files | FY 98/99 | 1.19.8.556 | 158 | |
| FINANCE | Utility Billing Register | FY 99/00 | 1.19.8.557 | 159 | |
| FINANCE | Meter Reading Files | FY 01/02 | 1.19.8.556 | 160 | |

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| DEPT. WHERE RECORD ORIGINATED | DESCRIPTION OF RECORD | YEAR(S) OF RECORD | ITEM # AUTHORIZING DESTRUCTION | ARCHIVE BOX NUMBER | DATE DESTROYED |
|--|--------------------------|----------------------|--------------------------------------|--------------------------|-------------------|
| FINANCE | Utility Billing Register | FY 02/03 | 1.19.8.557 | 161 | |
| FINANCE | Utility Billing Register | FY 03/04 | 1.19.8.557 | 162 | |
| FINANCE | Utility Billing Register | FY 02/03 | 1.19.8.557 | 163 | |
| FINANCE | Utility Billing Register | FY 01/02 | 1.19.8.557 | 164 | |
| FINANCE | Meter Reading Files | FY 01/02 | 1.19.8.556 | 165 | |
| FINANCE | Utility Billing Register | FY 00/01 | 1.19.8.557 | 166 | |
| FINANCE | Meter Reading Files | FY 99/00 | 1.19.8.556 | 167 | |
| FINANCE | Meter Reading Files | FY 99/00 | 1.19.8.556 | 168 | |
| FINANCE | Utility Billing Register | FY 98/99 | 1.19.8.557 | 169 | |
| FINANCE | Utility Billing Register | FY 99/00 | 1.19.8.557 | 170 | |
| FINANCE | Utility Billing Register | FY 01/02 | 1.19.8.557 | 171 | |
| FINANCE | Utility Billing Register | FY 01/02 | 1.19.8.557 | 172 | |
| FINANCE | Utility Billing Register | FY 01/02 | 1.19.8.557 | 173 | |
| FINANCE | Utility Billing Register | FY 01/02 | 1.19.8.557 | 174 | |
| FINANCE | Utility Billing Register | FY 99/00 | 1.19.8.557 | 175 | |
| FINANCE | Utility Billing Register | FY 01/02 | 1.19.8.557 | 176 | |
| FINANCE | Utility Billing Register | FY 05/06 | 1.19.8.557 | 177 | |
| FINANCE | Utility Billing Register | FY 01/02 | 1.19.8.557 | 178 | |
| FINANCE | Utility Billing Register | FY 07/08 | 1.19.8.557 | 179 | |
| FINANCE | Utility Billing Register | FY 07/08 | 1.19.8.557 | 180 | |
| FINANCE | Utility Billing Register | FY 07/08 | 1.19.8.577 | 181 | |
| FINANCE | Utility Billing Register | FY 06/07 | 1.19.8.557 | 182 | |
| FINANCE | Meter Reading Files | FY 79/80 | 1.19.8.556 | 183 | |
| FINANCE | Meter Reading Files | FY 77/78 | 1.19.8.556 | 184 | |
| FINANCE | Meter Reading Files | FY 79/80 | 1.19.8.556 | 185 | |
| FINANCE | Meter Reading Files | FY 75/76 | 1.19.8.556 | 186 | |
| FINANCE | Meter Reading Files | FY 79/80 | 1.19.8.556 | 187 | |
| FINANCE | Meter Reading Files | FY 75/76 | 1.19.8.556 | 188 | |
| FINANCE | Utility Billing Register | FY 03/04 | 1.19.8.557 | 189 | |
| FINANCE | Utility Billing Register | FY 01/02 | 1.19.8.557 | 190 | |
| FINANCE | Utility Billing Register | FY 04/05 | 1.19.8.557 | 191 | |
| FINANCE | Utility Billing Register | FY 01/02 | 1.19.8.557 | 192 | |
| FINANCE | Utility Billing Register | FY 04/05 | 1.19.8.557 | 193 | |

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|--|----------------------------|----------------------|--------------------------------------|--------------------------|-------------------|
| FINANCE | Utility Billing Register | FY 06/07 | 1.19.8.557 | 194 | |
| FINANCE | Utility Billing Register | FY 00/01 | 1.19.8.557 | 195 | |
| FINANCE | Utility Billing Register | FY 04/05 | 1.19.8.557 | 196 | |
| FINANCE | Meter Reading Files | FY 07/08 | 1.19.8.556 | 197 | |
| FINANCE | Meter Reading Files | FY 07/08 | 1.19.8.556 | 198 | |
| FINANCE | Utility Billing Register | FY 04/05 | 1.19.8.557 | 199 | |
| FINANCE | Utility Billing Register | FY 03/04 | 1.19.8.557 | 200 | |
| FINANCE | Meter Reading Files | FY 04/05 | 1.19.8.556 | 201 | |
| FINANCE | Utility Billing Register | FY 03/04 | 1.19.8.557 | 202 | |
| FINANCE | Utility Billing Register | FY 07/08 | 1.19.8.557 | 203 | |
| FINANCE | Utility Billing Register | FY 01/02 | 1.19.8.557 | 204 | |
| FINANCE | Utility Billing Register | FY 10/11 | 1.19.8.557 | 205 | |
| FINANCE | Utility Billing Register | FY 06/07 | 1.19.8.557 | 206 | |
| FINANCE | Utility Billing Register | FY 09/10 | 1.19.8.557 | 207 | |
| FINANCE | Utility Billing Register | FY 07/08 | 1.19.8.557 | 208 | |
| FINANCE | Utility Billing Register | FY 01/02 | 1.19.8.557 | 209 | |
| FINANCE | Utility Billing Register | FY 91/92 | 1.19.8.557 | 210 | |
| FINANCE | Utility Billing Register | FY 91/92 | 1.19.8.557 | 211 | |
| FINANCE | Payment Vouchers | FY 99/00 | 1.15.4.312 | 212 | |
| FINANCE | Ledgers General | FY 03/04 | 1.15.4.502 | 213 | |
| FINANCE | Contract Agreement Files | FY 99/00 | 1.15.4.307 | 214 | |
| FINANCE | Bank Statements | FY 12/13 | 1.15.4.508 | 215 | |
| FINANCE | Checks | FY 76/77 | 1.15.4.312 | 216 | |
| FINANCE | Meter Reading Files | FY 04/05 | 1.19.8.556 | 217 | |
| FINANCE | Contract Agreement Files | FY 00/01 | 1.15.4.307 | 218 | |
| FINANCE | Ledgers General | FY 06/07 | 1.15.4.502 | 219 | |
| FINANCE | Meter Reading Files | FY 05/06 | 1.19.8.556 | 220 | |
| FINANCE | Payment Vouchers | FY 07/08 | 1.15.4.312 | 221 | |
| FINANCE | Meter Reading Files | FY 04/05 | 1.19.8.556 | 222 | |
| FINANCE | Meter Reading Files | FY 09/10 | 1.19.8.556 | 223 | |
| FINANCE | Revenue Contracts & Grants | FY 05/06 | 1.15.4.208 | 224 | |
| FINANCE | Ledgers General | FY 06/07 | 1.15.4.502 | 225 | |
| FINANCE | Ledgers General | FY 08/09 | 1.15.4.502 | 226 | |

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|--|----------------------------|----------------------|--------------------------------------|--------------------------|-------------------|
| FINANCE | Checks | FY 92/93 | 1.15.4.314 | 227 | |
| FINANCE | Checks | FY 95/96 | 1.15.4.314 | 228 | |
| FINANCE | Contract Agreement Files | FY 98/99 | 1.15.4.307 | 229 | |
| FINANCE | Meter Reading Files | FY 01/02 | 1.19.8.556 | 230 | |
| FINANCE | Meter Reading Files | FY 04/05 | 1.19.8.556 | 231 | |
| FINANCE | Payment Vouchers | FY 02/03 | 1.15.4.312 | 232 | |
| FINANCE | Bank Statements | FY 12/13 | 1.15.4.508 | 233 | |
| FINANCE | Inventory of Fixed Assets | FY 05/06 | 1.15.4.509 | 234 | |
| FINANCE | Payment Vouchers | FY 04/05 | 1.15.4.312 | 235 | |
| FINANCE | Payment Vouchers | FY 04/05 | 1.15.4.312 | 236 | |
| FINANCE | Payment Vouchers | FY 02/03 | 1.15.4.312 | 237 | |
| FINANCE | Payment Vouchers | FY 02/03 | 1.15.4.312 | 238 | |
| FINANCE | Meter Reading Files | FY 07/08 | 1.19.8.556 | 239 | |
| FINANCE | Checks | FY 09/10 | 1.15.4.314 | 240 | |
| FINANCE | Utility Billing Register | FY 09/10 | 1.19.8.557 | 241 | |
| FINANCE | Bank Statements | FY 02/03 | 1.15.4.508 | 242 | |
| FINANCE | Utility Billing Register | FY 99/00 | 1.19.8.557 | 243 | |
| FINANCE | Payment Vouchers | FY 94/95 | 1.15.4.312 | 244 | |
| FINANCE | Utility Billing Register | FY 09/10 | 1.19.8.557 | 245 | |
| FINANCE | Utility Billing Register | FY 09/10 | 1.19.8.557 | 246 | |
| FINANCE | Ledgers General | FY 09/10 | 1.15.4.502 | 247 | |
| FINANCE | Payment Vouchers | FY 03/04 | 1.15.4.312 | 248 | |
| FINANCE | Utility Billing Register | FY 08/09 | 1.19.8.557 | 249 | |
| FINANCE | Utility Billing Register | FY 08/09 | 1.19.8.557 | 250 | |
| FINANCE | Bank Statements | FY 94/95 | 1.15.4.508 | 251 | |
| FINANCE | Utility Billing Register | FY 05/06 | 1.19.8.557 | 252 | |
| FINANCE | Ledgers General | FY 03/04 | 1.15.4.502 | 253 | |
| FINANCE | Meter Reading Files | FY 99/00 | 1.19.8.556 | 254 | |
| FINANCE | Contract Agreement Files | FY 99/00 | 1.15.4.307 | 255 | |
| FINANCE | Ledgers General | FY 10/11 | 1.15.4.502 | 256 | |
| FINANCE | Revenue Contracts & Grants | FY 07/08 | 1.15.4.208 | 257 | |
| FINANCE | Payment Vouchers | FY 08/09 | 1.15.4.312 | 258 | |
| FINANCE | Contract Agreement Files | FY 98/99 | 1.15.4.307 | 259 | |

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

Office of the City Clerk-Treasurer

505 Sims. St, T or C, NM 87901

(575) 894-6673; (575) 894-7767 fax

| DEPT. WHERE RECORD ORIGINATED | DESCRIPTION OF RECORD | YEAR(S) OF RECORD | ITEM # AUTHORIZING DESTRUCTION | ARCHIVE BOX NUMBER | DATE DESTROYED |
|--|--------------------------|----------------------|--------------------------------------|--------------------------|-------------------|
| FINANCE | Contract Agreement Files | FY 01/02 | 1.15.4.307 | 260 | |
| FINANCE | Utility Billing Register | FY 11/12 | 1.19.8.557 | 261 | |
| FINANCE | Utility Billing Register | FY 11/12 | 1.19.8.557 | 262 | |
| FINANCE | Meter Reading Files | FY 11/12 | 1.19.8.556 | 263 | |
| FINANCE | Utility Billing Register | FY 12/13 | 1.19.8.557 | 264 | |
| FINANCE | Utility Billing Register | FY 13/14 | 1.19.8.557 | 265 | |
| FINANCE | Utility Billing Register | FY 12/13 | 1.19.8.557 | 266 | |
| FINANCE | Utility Billing Register | FY 11/12 | 1.19.8.557 | 267 | |
| FINANCE | Utility Billing Register | FY 10/11 | 1.19.8.557 | 268 | |
| FINANCE | Utility Billing Register | FY 10/11 | 1.19.8.557 | 269 | |
| PAYROLL | Payroll Reports | FY 08/09 | 1.21.2.213 | 270 | |
| PAYROLL | Time & Attendance | FY 09/10 | 1.21.2.235 | 271 | |
| PAYROLL | Payroll Reports | FY 11/12 | 1.21.2.213 | 272 | |
| PAYROLL | Time & Attendance | FY 07/08 | 1.21.2.235 | 273 | |
| PAYROLL | Time & Attendance | FY 08/09 | 1.21.2.235 | 274 | |
| PAYROLL | Payroll Reports | FY 10/11 | 1.21.2.213 | 275 | |
| PAYROLL | Payroll Reports | FY 05/06 | 1.21.2.213 | 276 | |
| PAYROLL | Payroll Reports | FY 07/08 | 1.21.2.213 | 277 | |
| PAYROLL | Payroll Reports | FY 06/07 | 1.21.2.213 | 278 | |
| PAYROLL | Payroll Reports | FY 05/06 | 1.21.2.213 | 279 | |
| PAYROLL | Payroll Reports | FY 09/10 | 1.21.2.213 | 280 | |
| PAYROLL | Payroll Reports | FY 04/05 | 1.21.2.213 | 281 | |
| PAYROLL | Payroll Reports | FY 05/06 | 1.21.2.213 | 282 | |
| PAYROLL | Payroll Reports | FY 09/10 | 1.21.2.213 | 283 | |
| PAYROLL | Payroll Reports | FY 03/04 | 1.21.2.213 | 284 | |
| PAYROLL | Payroll Reports | FY 12/13 | 1.21.2.213 | 285 | |
| PAYROLL | Time & Attendance | FY 11/12 | 1.21.2.235 | 286 | |
| PAYROLL | Time & Attendance | FY 09/10 | 1.21.2.235 | 287 | |