

Sandra Whitehead
Mayor

Kathy Clark
Mayor Pro-Tem

Rolf Hechler
Commissioner



Paul Baca
Commissioner

George Szigeti
Commissioner

Morris Madrid
City Manager

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

REGULAR MEETING

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

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

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

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS

1. Presentation of Promotion of Officer Anthony Zagorski to Patrol Sergeant.
Randall Aragon, Police Chief

D. PUBLIC COMMENT

E. RESPONSE TO PUBLIC COMMENT

F. CONSENT CALENDAR

1. City Commission Special/Workshop Meeting Minutes, May 29, 2019
2. City Commission Special Meeting Minutes, May 30, 2019
3. City Commission Regular Minutes, June 12, 2019
4. City Commission Regular Minutes, June 26, 2019
5. Acknowledge Library Advisory Board Minutes, June 24, 2019
6. Accounts Payable, June 2019

G. PUBLIC HEARINGS

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 702 amending the Code of Ordinances by adding a Section related to Sale of Real Property pursuant to §NMSA 1978 3-54-1. City Manager Madrid
2. Public Hearing/Discussion/Action: Final Adoption of 703 authorizing the issuance of Joint Utility System Improvement Revenue Bonds Series 2019A. Chris Muirhead, Modrall Sperling & City Manager Madrid
3. Public Hearing/Discussion/Action: Final Adoption of 704 authorizing the issuance of Joint Utility System Improvement Revenue Bonds Series 2019B. Chris Muirhead, Modrall Sperling & City Manager Madrid
4. Public Hearing/Discussion/Action: USDA Rural Development Community Facilities Grant Application for financial assistance for various equipment needs. City Manager Madrid
5. Public Hearing: Infrastructure Capital Improvements Plan for FY 2021-2025. City Manager Madrid

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 01 19/20 Open Meetings Act and reasonable notice of meetings. City Manager Madrid
2. Discussion/Action: Resolution No. 02 19/20 authorizing and providing for the Incurrence of Indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its community Wastewater System. Chris Muirhead, Modrall Sperling
3. Discussion/Action: Resolution No. 03 19/20 approving participation in the program of the South Central Council of Governments, Inc. for Fiscal Year 2019-2020. City Manager Madrid

I. NEW BUSINESS

1. Discussion/Action: Consider the recommendation of the Library Advisory Board to appoint Teresa Hafner as a new member. City Manager Madrid
2. Discussion/Action: Consider the recommendation of the Golf Course Advisory Board and appoint new board members. City Manager Madrid
3. Discussion/Action: Amendment to the JPA with Village of Williamsburg for LEPP. City Manager Madrid
4. Discussion/Action: Approval to submit application for the DJ & T Foundation Grant for a Dog Playground at the Animal Shelter. City Manager Madrid

J. REPORTS

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

K. EXECUTIVE SESSION

1. Real Property (various properties) *Pursuant to 10-15-1(H.8)*

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

M. ADJOURNMENT

NEXT CITY COMMISSION MEETING JULY 24, 2019



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **C.1**

SUBJECT: Promotion of Officer Anthony Zagorski to Patrol Sergeant

DEPARTMENT: Police Department

DATE SUBMITTED: June 28, 2019

SUBMITTED BY: Chief Randall Aragon

WHO WILL PRESENT THE ITEM: Chief Randall Aragon

Summary/Background:

Officer Zagorski has served as a Patrol Officer with the T or C Police Department for the past 6 ½ years.

Recommendation:

Announcing promotion of Anthony Zagorski to Patrol Sergeant at this Commission Meeting.

Attachments:

- None.

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☒ Department Director – Chief Randall Aragon

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

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

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

File Name: CC Agendas 2019/07-10-2019/Word DocsC.1 Promotion of Officer Zagorski to Sergeant



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **F.1**

SUBJECT: City Commission Minutes Approval for May 29, 2019 Special/Workshop Meeting

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: May 31, 2019

SUBMITTED BY: Renee Cantin, City Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 2019/07-10-2019/Word Docs/ F.1 AR 05-29-2019 CC Special Workshop Minutes

CITY COMMISSION SPECIAL/WORK SESSION MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
BLACK RANGE LODGE, KINGSTON, NM
WEDNESDAY, MAY 29, 2019

A. CALL TO ORDER

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

B. INTRODUCTION

1. ROLL CALL

The following Commissioners were present.

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

Also Present: Morris Madrid, City Manager
Renee Cantin, City Clerk-Treasurer

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

C. WORK SESSION

1. Future Goals Planning Session

Commissioner Hechler gave an overview of last years discussion.

1. Golf Course

City Manager Madrid led the discussion on the Golf Course and his plan is to keep it in house for this year. Mayor Whitehead asked what the difference is in the cost. City Manager Madrid said they are tracking it and will know better later in the year. Commissioners agreed we need to stick with it at least a year to have a better understanding of the cost.

Employees: City Manager Madrid said we have one full-time and will have some Seasonal and Volunteers and Bart River has done a great job and his wife has been helping and they are looking into making her an employee. Discussion was held on how that will be handled and whether it's allowable. Since they live on site and the residence is part of Bart's compensation package, she has been volunteering her time to assist Bart.

City Manager Madrid continued with the previous list and the posts on Marie Street were removed from the list because they were all taken care of. The Sulfur System for the ponds they are still working on and an Electrician has been contacted.

- 3 Tournaments each year
- Golf Pro – DONE.
- Crusher Fines for Cart Paths
- Fix arroyos & drainage issues (2-3 years)
- Winter Grass– would more than likely need to be reseeded.
- Accounting of \$1 fee per play for permanent improvements to the Golf Course
- Par 3 course. Find a way to fit small greens with three par holes to help entice the players who don't want to or can't play a full game of golf. It could attract people who don't have experience or ability to play a full course game.
- Pro Shop – Merchandising. City Manager Madrid said they haven't come up with a plan on that, he would like to find someone to help set up the inventory and tracking system and what may need to be ordered, etc. The possibility of staffing it by volunteers was discussed and City Manager Madrid will look into it.
- Separate Cash Register
- City Maintains Inventory
- Improve Filter System for water to help with alkaline and other issues
- Re-activate residence on-site
- Fix water issues with course.
- Keep Liquor License
- New Contract or not
- Liquor License
- Frisbee Golf – Removed from list
- Regular Hours they are open – Removed from list
- Sulfur Filter – working on it

2. Tourism

- Hire Events Coordinator – Promote our shows, golf tournaments, hot springs, etc.
 - Mayor Pro-Tem Clark gave an overview of the Tourism Director was a contracted position which was filled by Gina Kelley but there were problems with the position which should've been an employee.

The question is do we want to look into hiring a Tourism person or should we keep Griffin and Associates. Discussion was held how to proceed including whether to consider the interest MainStreet expressed in taking the duties for tourism and marketing.

Catherine from the Lodge who serves on the Tourism Board shared some ideas and how both options have their strengths. City Manager Madrid had some ideas about the way they tried it in Las Vegas, New Mexico and the question is how do we get there.

Catherine talked about a survey and what do we need and how do we bring people in when we need them like in the middle of the week. They have to be looking for those

business meetings and things that can be done to bring people then also. Mayor Pro-Tem Clark feels we should lean toward having our own person on staff who can help us work on setting up a plan including booking the Convention Center and bringing people here.

- The idea of sharing the Lee Belle Johnson space with the Spaceport Visitor's Center was discussed. Events or entertainment could be set up to benefit everyone and would help promote the City and Spaceport Visitors Center. It could also be available for small business meetings and other events like mid-week concerts to draw more people there.
- Add Interacting with Spaceport Visitors Center
 - Getting the most out of the Lee Belle Johnson Center is important. Also the proposal to build a new Visitor's Center on the north side of town and whether that would keep the downtown from being visited or if it would benefit the visitation downtown.
- Add Branding the city. Mayor Pro-Tem Clark added one person who can take all of the pieces and put them together is important to make the branding happen. We have a few different ones that don't necessarily work.
- Add Keep People in the Area

Streets/Sidewalks:

- Streets by Evelyn Renfro Park – Removed from list. McAdoo was paved but no understructure. Sims still needs to be done in front of City Hall.
- Resurface Gold Street – main entry to Sierra Vista Hospital
- Paving Plan – Water line assessment for understructure – 5 year
- Marie Street sidewalk – add street lights
- MainStreet Additional grants Downtown –
 - the planning for the Foch Street project is happening now. Discussion was held about the project.
- Apply for Arterial Program Grant (3rd Street East)
- NMDOT Local Government Road Fund is priority. City Manager Madrid reminded them we do have a priority list that was done for the LGRF.
- Add sharing Sidewalk installation expense which is paid by the owner in some communities.
- Add the City should look into closing McAdoo and Daniels on the HWP to tie into the Foch project to make a downtown area similar to what Las Cruces has.

Parks

- Recycling Armijo & Ralph Edwards Parks
 - Ralph Edwards Management Plan
 - Continue with Armijo Ball Fields & address the stickers there
 - Armijo Park new fencing – Removed
 - Modernize watering systems

CITY COMMISSION MAY 29, 2019 WORK SESSION MINUTES

- Trash at Gun Club – removed from list. Add renewing the patent/contract with the Gun Club

Website

- Digital Relocation Package link – still needs to be done. We have a hard copy and need to work on making it electronic
- Landing Page – Moshe Koenick has developed one and someone dropped the ball somewhere. City Manager Madrid will check with Mr. Koenick for an update.
- Assigning a person from each department to update regularly

Economic Development

- More car shows
 - Race cars
 - Mustang Corvette, Camaro
 - Motorcycle Runs
- Attract & keep Winter Visitors
 - Forum for Snow Birds
- Promote & Welcome ESRA Event
- Develop/Find manufacturing jobs
- Improved Tourism Signs
- Middle Rio Grande Economic Development Association
- ADD Airport Better Fuel Sales
 - Develop additional 12 or so hangars for the requests we have now since there are no more available. We need to get ready for the
 - Water system will be upgrade to be provided there
 - Long Range Plan needs to be reviewed and updated to include the Jet Fuel Sales.
- Stop Population Loss - REMOVED
- Develop Tourism - REMOVED
- Commission to be more proactive – REMOVED

City Manager Madrid began by reminding them we do have a priority list that was done for the LGRF.

Commissioner Szigeti brought up some concerns about Marie Street.

Mayor Whitehead asked where we were with the last meeting where the blocking of parking spots to help with the situation at Foch & Main St. was discussed.

Code Enforcement

- Better enforcement
- Process is too slow
- Better communication with public
- Code Enforcement Presentation – Green
- ADD Address the issues of hiding trash behind walls for fire hazards etc.
 - Need to review Code deficiencies in that manner.

CITY COMMISSION MAY 29, 2019 WORK SESSION MINUTES

- Add Police Officer to assist with Enforcement
- Deal with Green Motor coach with 6 flat tires. – Removed has been completed

Grants

- YCC
- More research for additional grants
- South Central Council of Governments additional grants and more interaction
- ADD looking into hiring a Grant Writer to help with finding and writing them.
 - Rebecca Dow suggested a person who is willing to write the grants and did not want to be paid until one was awarded.

City Staffing & Salaries

- Reduction in # of employees
 - Relocation of Water Dept. to WWTP
- Better salaries for entry level & lower level
- Standardized uniform policy
- Uniforms
- ADD Employee Recognition Program
 - City Manager Madrid already has plans for service awards events. Clerk-Treasurer Cantin notified him that the Clerk's Office has them on file.
 - Looking at an official program similar to Silver City where employees can pitch in for the events. And having a committee to review requests or nominations for awards
- Staff Development "certifications"
 - Certification Plan for each department
- ADD Compensation
 - Some positions will not be hired such as Public Works Director (all Dept. Heads have been made Managers for their own dept.), Building Inspector (money can be used for plan review services as needed), Police Department (Deputy Chief is retiring. There were only 2 applicants and one was internal. They are looking at eliminating that position and convert it into Narcotics Officer and two Lieutenants); Service Center (converting Director to an Administrative Assistant. Overall it will reduce the FTE's by 4.5.
 - Grants Projects Coordinator Burnette has also been handling the Zoning Official duties and is working on being a Certified Zoning Official; Jamie Sweeney will be moved to the Admin. Building as the separate Safety Officer under Administration.
 - We were extra conservative in our DFA projections and they will be included in the final. Those plans will all have agreements for each employee so if they don't stick with the plan their compensation will not increase.

Recessed at 12:04 p.m. and reconvened at 12:46 p.m.

Meter Upgrades Water/Electric

- Electric Meter Upgrades – AMI – they are out for bid and will be brought to Commission for award.

CITY COMMISSION MAY 29, 2019 WORK SESSION MINUTES

- Allow service of old meters
- Explore other automated options – Removed from list.
 - State Contract/Borrow money/Increase rates – Removed.

5 Year Plans

- Plan for each department – Discussion was held about having each department put one together. Mayor Pro-Tem Clark suggested the plan could be used for evaluations.
 - State Parks had a five year management plan that was reviewed
- General Clean up of City Offices & Buildings
- Acquire property next to Water Department – Mayor Pro-Tem Clark reiterated her idea to use that for the Senior Activities to help when the convention center becomes more active.
- Increase Productivity – Removed from list.

Storm Drainage

- Arcos/Brewery/Bullocks
- CDBG Grant
- Planning Grant
- Additional Catch Basins
- ADD Van Clothier drainage project review. City Staff was trained on how to do the curb cuts and the basin behind the theater on Main & Foch has not been done.
- ADD Cleaning Culverts from Tennis Courts to Golf Course and ask County for funding from floodplain revenue.

Signage

- I.D. Streets with no signs
- Upgrade Tourism related signs
- Rural Pathway Grant – 1 to 1 match. \$100,000 commitment

City Hall

- Design and construct new drive thru
- Upgrade offices
- Repair Sidewalks
- Stucco
- Beautification
- Acquire Property
- Need an estimate of cost. A suggestion was made to look into the Historic Designation possibility for City Hall and old Police Department.
- ADD renovation of the Chambers

Buildings

- Civic Center
 - Parking Lot renovation, resurface, and striping
 - Roof assessment – Civic Center

CITY COMMISSION MAY 29, 2019 WORK SESSION MINUTES

- Gutters & Downspouts on whole building
 - Senior Activities
- Pool
 - Dome – could do a revenue assessment and look at options like a retractable roof or a Dome Land Swap.
 - There were plans for a new pool and the bid was \$1.9 million, the city has the plans somewhere. Need to locate.
 - Heater needs to be upgraded and is being taken care of.
 - Senior Activity Parking

Administration

- Expedite Procurement process and issues
- Credit Card acceptability at city sites for purchases
- Admin. Vehicle for travel
- Petty Cash for small purchases
- Open PO?
- Emergency fixes
- Budgets
 - City Manager Madrid plans to adopt the DFA Chart of Accounts
 - He also plans to review and eliminate any line items and bank accounts that haven't been used or are not needed.

Communications – Commission, Manager, and Public

- Semi Annual reports from DH
- More meetings like Town Hall set up
- Better response to complaints
- Newsletter
- Radio Forum

Better Interaction with Legislators

- Support Gas Tax for Roads

City Clean up

- Explore C & D transport costs - Do we need a C & D Landfill?
- Promote recycling 22% Target

Boys & Girls Club

- Call Rep. Dow – USDA Grant
- Fundraiser
- Program Clean Properties

Left for a few minutes returned at 1:17:01 of the second recording.

Discussion was held on the size of the Sierra Vista Hospital Governing Board and the Joint Powers Commission. After the outcome of the meeting with the County Attorney, they are on board to take a Resolution to a meeting for discussion and adoption.

Mayor Pro-Tem Clark added after the Downtown Town Hall meeting the Live/Work issue.

The Round-a-bout median landscaping and funding for some of the costs associated with the Utilities such as: Moving Electric Poles, Water lines, and Sewer lines. Mayor Pro-Tem Clark personally feels that we should nix the project because the cost is going to be too extraordinarily high. She also disagrees with the Traffic Study that was done and its bad data. For example, when a bus crossed they didn't account for the 30 passengers. Clerk-Treasurer Cantin let them know in the meetings she attended one of the meetings with the Engineers for the utility lines reviews and another was the last Town Hall meeting.

Commissioner Baca left the meeting at 2:28 p.m.

D. EXECUTIVE SESSION

1. Limited Personnel Matters (Department Heads) *Pursuant to 10-15-1(H.2)*

Mayor Pro-Tem Clark moved to approve going into Limited Personnel Matters (Department Heads) Pursuant to 10-15-1(H.2). Commissioner Szigeti seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Commissioner Hechler moved to approve going into executive session at 2:32 p.m. to Limited Personnel Matters (Department Heads) Pursuant to 10-15-1(H.2). Mayor Pro-Tem Clark seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Whitehead reconvened the meeting in open session at 2:48 p.m.

Mayor Whitehead certified that only matters pertaining to Limited Personnel Matters (Department Heads) Pursuant to 10-15-1(H.2) was discussed in Executive Session and no action was taken.

C. ADJOURNMENT

Mayor Pro-Tem Clark moved to adjourn at 2:49 p.m. Commissioner Hechler seconded the motion. Motion carried unanimously.

Passed and Approved this 9th day of July, 2019.

Sandra Whitehead, Mayor

ATTEST:

Reneé L. Cantin, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **F.2**

SUBJECT: City Commission Minutes Approval for May 30, 2019 Special/Workshop Budget Meeting
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: June 12, 2019
SUBMITTED BY: Renee Cantin, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 2019/07-10-2019/Word Docs/ F.2 AR 05-30-2019 CC Special Workshop Minutes

CITY COMMISSION SPECIAL/WORK SESSION MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD ST.
WEDNESDAY, MAY 30, 2019

A. CALL TO ORDER

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

B. INTRODUCTION

1. ROLL CALL

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

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

Also Present: Morris Madrid, City Manager
Renee Cantin, City Clerk-Treasurer

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

C. Resolution No. 42 18/19 adopting the FY 2019/2020 Preliminary Budget:

City Manager Madrid began by asking the management team to introduce themselves, and what Departments they represent, and he asked the Commission if they were willing to please applaud their management team.

He began with page 1, explaining the Unaudited Beginning Cash Balance which is \$900,440.00 and it is double the 1/12th DFA requirement. The grand total of funds under the Unaudited Beginning Cash Balance is estimated at \$11,055,829.55.

He reviewed the Fines/Forfeits and the Small Cities Assistance which shows a nice increase on the next page. The review of transfers shows a decrease in Electric of \$250,000; a decrease from Water of \$50,000; an increase from Solid Waste of \$50,000 because previous years transfers were not done; an increase in Wastewater of \$100,000; a decrease of \$15,000 in Lodgers Tax Transfer because he's proposing to move the Civic Center Employee salary to be paid out of Facilities to allow more money for marketing the city. The transfer from the Solid Waste Collection Center will no longer exist. We have eliminated that fund for operating purposes next year so that \$20,000 is part of the \$100,000 you see in Solid Waste Fund #505.

CITY COMMISSION MAY 30, 2019 REGULAR MEETING MINUTES

He explained the overall for each department in combining the Personnel Services; Operating Expenses; Capital Outlay; and the Transfers Out, as well as, the reason for the differences in each of those.

General Fund:

City Manager Madrid reviewed the detail pages for the General Fund Expenditures which included Governing Body; City Clerk's Office; Municipal Court; City Manager's Office; Parks and Recreation; Community Development; Street Department salaries; Fleet Maintenance and Library.

Special Revenue Funds:

City Manager Madrid went to page 42 for the Enterprise Funds Recap which includes Cemetery; Joint Utility Office; Electric Division; Water; Solid Waste; Waste Water; Landfill/Solid Waste Collection Center; Golf Course; and Airport. He then reviewed the detail pages for each of those.

He then reviewed the Transfers Out for each of the Enterprise Funds. He also explained the budgets for 507 Transfer Station.

Capital Project Funds:

The 313, 314, and 315 Funds have not been utilized and the transfers you see there went in and out.

Veterans Wall:

City Manager Madrid reported these are residual costs that need to be spent. Some of the stones at the wall need to be stained, and Maggie Allen wants to make some changes to the lighting and the baskets. There are several smaller items we need to complete at the wall that won't be over \$10,000. Once those tasks are completed, we can close out this fund.

Capital Improvement:

The Senior State Grant Fund and Capital Improvement (General) have both been eliminated.

City Manager Madrid reviewed the details of the Capital Improvement (Joint Utility); Golf Course Improvement Fund; Capital Improvement Fund (USAD Streets) and Capital Improvements (USDA WWTP).

The Emergency Repair Fund has been eliminated.

CITY COMMISSION MAY 30, 2019 REGULAR MEETING MINUTES

R&R Funds:

City Manager Madrid reviewed the details of the R&R Sewer; R&R Airport and R&R Water.

The CDBG Fund and LEDA fund are no longer active and have been eliminated.

Emergency Repair Reserves:

City Manager Madrid reviewed the details of the Emergency Repair Reserves; Waste Water Repair Reserves and Electrical Repair Reserves.

Trust and Agency Funds:

City Manager Madrid reviewed the details of the Trust and Agency Funds.

Internal Service Fund:

This fund is mainly for the Fleet Maintenance Center. We may need to review this fund because we are using it, but we may not be using it effectively.

City Manager Madrid reviewed the Debt Service Recap; and the Debt Service Fund Pledge State Tax.

Commissioner Hechler moved to approve Resolution No. 42 18/19 adopting the Preliminary Budget. Commissioner Szigeti seconded the motion. Roll call vote was taken by the Clerk. Motion carried unanimously.

D. ADJOURNMENT

Mayor Whitehead moved to adjourn at 10:57 a.m. Commissioner Szigeti seconded the motion. Motion carried unanimously.

Passed and Approved this 10th day of July, 2019.

Sandra Whitehead, Mayor

ATTEST:

Reneé L. Cantin, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **F.3**

SUBJECT: City Commission Minutes Approval for June 12, 2019 Meeting

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: June 28, 2019

SUBMITTED BY: Renee Cantin, City Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 2019/07-10-2019/Word Docs/ F.3 AR 06-12-2019 CC Minutes

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JUNE 12, 2019

A. CALL TO ORDER:

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

B. INTRODUCTION

1. ROLL CALL:

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

Hon. Sandra Whitehead, Mayor
Hon. Kathy Clark, Mayor Pro-Tem – Absent due to illness
Hon. Rolf Hechler, Commissioner
Hon. Paul Baca, Commissioner
Hon. George Szigeti, Commissioner

Also Present: Morris Madrid, City Manager
Renee Cantin, City Clerk-Treasurer

Mayor Whitehead asked the minutes to reflect Mayor Pro-Tem Clark is absent due to illness and is excused.

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

2. SILENT MEDITATION:

Mayor Whitehead called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

Mayor Whitehead led the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Commissioner Hechler moved to approve the agenda as submitted. Commissioner Szigeti seconded the motion. Motion carried unanimously.

C. PRESENTATIONS:

- 1. Proclamation naming April 14, 2019 as State Environthon Champion Scat Cats Day in honor of their win on April 14, 2019 ever year forward. Sandy Whitehead, Mayor:**

Mayor Whitehead read the proclamation and presented one to each of the team members and coaches.

- 2. Presentation related to the Americas Cup for Spaceport America. Chris Lopez, Operations Manager:**

Mr. Chris Lopez reviewed details of the event and reported that the event starts next Tuesday which is Convention Day in Las Cruces at the Convention Center. The launch days are from Wednesday through Saturday. If it's hot there is plenty of shade, food carts, and drinks for everyone. He invited everyone to come out there and check it out.

Commissioner Hechler said he understands we will have the Lobos here this year as well.

Mr. Lopez confirmed both the NMSU Atomic Aggies, the UNM Lobos Launchers, and New Mexico Tech will be here having a battle.

- 3. Presentation related to the National Park Service Rivers Trails and Conservation Assistance program. Merry Jo Fahl, Jornada Resource Conservation Development and Gina Kelley:**

Merry Jo Fahl began the presentation with an overview. They are requesting the City of Truth or Consequences to take the lead because the plan is to do the Footbridge at Rotary Park. In the future they would like to promote floating trails for people who like to float the river.

City Manager Madrid notified the Commission that we don't require formal approval at this point because we don't have any funding or liability issues. This item was brought forth for information purposes.

D. COMMENTS FROM THE PUBLIC:

LaRena Miller addressed the Commission related to:

- 1) This year the Visitor Center and the Chamber of Commerce are partnering up at the Spaceport America Cup where they will be giving out information packets for entire the 3 day event.

Ron Pacourek addressed the Commission related to:

- 1) At the last meeting he brought up Ransomware, and he wondered if someone looked into that.

- 2) He doesn't think the Roundabouts are a good idea to have at New School Road and Smith Avenue. He feels it will be difficult for cars to pull over when emergency vehicles need to go through.
- 3) He asked Commissioner Szigeti where he is at with the Cost Adjustment Analysis that he was working on while he was on the PUAB Board.
- 4) He wanted to report two boats that were racing down the river when there are signs posted as a "no wake" area.

E. RESPONSE TO PUBLIC COMMENTS:

Commissioner Szigeti let Mr. Pacourek know that he does intend to bring the Cost Adjustment issue to the Commission within a month or so.

Commissioner Hechler responded as far as the boats on the river, it would be the responsibility of the State Parks. He suggested that Mr. Pacourek take pictures.

City Manager Madrid reported there will not be any public comments at the next meeting. He will meet with the public here in the Commission Chambers at 6:00 p.m.

F. CONSENT CALENDAR:

1. **City Commission Regular Minutes, May 22, 2019**
2. **Accounts Payable, May 2019**
3. **Approve the 2018-2019 Contracts for Deschamps, Sage, and Gibson as the Court appointed Attorneys for the Indigent Defendants for Municipal Court:**

City Attorney Rubin commented the Public Defender contracts are the same contracts we've use in the past and are a benefit to the city.

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

G. PUBLIC HEARINGS:

1. **Public Hearing/Discussion/Action: Request for a Special Use Permit and Variance for Development Standards for the development of a 6-unit apartment complex on the property located at Original Townsite subdivision, Block 26, Lot, N10' of Lot 12 & all of Lots 13, 14, & 15.
City Manager Madrid:**

Grant/Projects Coordinator/Designated Zoning Official Burnette gave an overview of the request for a Special Use Permit to allow development of a 6 unit apartment complex on Pershing Street. It has been discovered that a variance will not be needed for this lot because a variance is only required when you are splitting a lot, and this lot will not be split. The lot has been zoned as a C1, and a Special Use Permit is required for development of apartments within this zone as per section 11-9-7 E-2. The applicant is requesting special use for development of not only the apartment complex, but they are

also requesting special use for a 6 unit complex, and our Municipal Code requires a 10 unit minimum. There is a 5 unit apartment complex, and an 8 unit apartment complex on the 7th Street side of Pershing, and there is a 3 unit apartment complex on the other side of the proposed complex. Therefore, a 6 unit complex meets the overall standards that are within that area.

Battershell process will be used for this hearing.

City Clerk Cantin did the swearing in for the following people:

Laura Ariola
Reynato Ariola
Chris Franich
Joe Janes
Traci Burnette
Morris Madrid

Staff Presentation was already given.

Proponents:

Laura Ariola first came here as a traveler with her husband. They loved it here so they decided to buy a lot they could build apartments on because they had a hard time finding an apartment when they first settled here. They already have a 3 unit apartment complex next to the area where they are building the new complex.

Chris Franich is a General Contractor out of Las Cruces. He will be providing a lot of revenue for this community because almost all of the materials used to build the complex will come from local suppliers. That will be a good opportunity for local suppliers to get some revenue generated. It is his understanding that new construction doesn't happen to often around here, so he is wanting to change that.

Mayor Whitehead noted that Mr. Janes is signed in as a proponent. However, he is an opponent of this development.

Opponent:

Joe Janes owns the apartments next to this. His only objection is that a two story building would cause a problem in the winter because it will block the sun which provides heat.

Grant/Projects Coordinator/Designated Zoning Official Burnette responded the complex will be a two story building and the plans have been sent for review to ensure it meets all of our requirements.

Commissioner Szigeti asked where within the parcel the building will be located.

CITY COMMISSION JUNE 12, 2019 REGULAR MEETING MINUTES

Grant/Projects Coordinator/Designated Zoning Official Burnette responded the plans are being reviewed and developed at this time.

Commissioner Szigeti mentioned if it were to the south it may alleviate the shadowing issues.

Commission Comments:

City Attorney Rubin wanted to clarify with Grant/Projects Coordinator/Designated Zoning Official Burnette that all property owners have been notified and no responses were received.

Commissioner Hechler asked if the plans have been drawn up and submitted. He also asked what the square footage is for both upstairs and downstairs.

Chris Franich responded the plans are currently being reviewed by the city and the state. He believes the total square footage for the complex is around 6134 sq. ft. and the units will be 3 bedroom/1 bath units.

Commissioner Hechler asked the owners how much they will be charging for each unit.

Laura Ariola responded \$650 - \$700 per month.

Mayor Whitehead closed the Public Hearing.

Commissioner Hechler moved to approve the Special Use Permit for Development Standards for the development of a 6-unit apartment complex on the property located at Original Townsite Subdivision, Block 26, Lot, N10' of Lot 12 & all of Lots 13, 14, & 15. As the variance is not required Commissioner Hechler agreed to remove "and variance" from his motion. Commissioner Baca seconded the motion. Commissioner Szigeti understands Mr. Janes' problem of the shading. In related to solar, if you want to preserve the sunlight in your area, the person would have to buy the limitation on that property and that would prevent it from shading their installation. But without some kind of an agreement that had been in place prior to that, there is nothing that can be done to stop the construction if that building meets the codes standards. **Motion carried unanimously.**

H. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Ordinance No. 702 for publication amending the Code of Ordinances by adding a Section related to Sale of Real Property pursuant to §NMSA 1978 3-54-1. City Manager Madrid:**

City Manager Madrid said this is in relation to a possible sale of city property based on an offer that has been received. This ordinance is required to be published before it is adopted, and this item is to approve the publication of the ordinance.

City Attorney Rubin gave an overview of the requirements in 3-54-1. When you're selling real property, there is a threshold limit of twenty-five thousand dollars (\$25,000) or less. We did get an appraisal on the property and it came in at seventy thousand dollars (\$70,000), so that required us to go through the ordinance procedure.

Commissioner Hechler moved to approve Ordinance No. 702 for publication amending the Code of Ordinances by adding a Section related to Sale of Real Property pursuant to §NMSA 1978 3-54-1. Commissioner Baca seconded the motion. Mayor Whitehead requested a Roll call vote. Motion carried unanimously.

2. Discussion/Action: Ordinance No. 703 introduction authorizing the issuance of Joint Utility System Improvement Revenue Bonds Series 2019A. Chris Muirhead, Modrall Sperling:

Mr. Chris Muirhead gave an overview of both Revenue Bonds, why they needed to be separate, and what the purpose of revenue bonds are. The obligation will be for the Joint Utility System Improvements. This will take the interim financing out, and repay it and place it at 1.65% and the 2.5% which is very favorable.

City Manager Madrid added USDA has reviewed our financial statements prior to going out for this and it has been included in the budget.

Commissioner Hechler moved to approve Ordinance No. 703 introduction authorizing the issuance of Joint Utility System Improvement Revenue Bonds Series 2019A. Commissioner Szigeti seconded the motion. Mayor Whitehead requested a roll call vote. Motion carried unanimously.

3. Discussion/Action: Ordinance No. 704 introduction authorizing the issuance of Joint Utility System Improvement Revenue Bonds Series 2019B. Chris Muirhead, Modrall Sperling:

Mr. Muirhead reported that he lumped both ordinances together so the Revenue Bonds Series 2019A are \$715,000 and the Revenue Bonds Series 2019B's are \$315,000. The structuring is consistent between the two ordinances, and the reason why we cannot do it as one ordinance is due to USDA regulations. However, the ordinance and what it is doing; the pledge it is making; and the terms of the bond are consistent between the two. He also mentioned that these items are for publication only. They will be published on June 14th and will be brought back on July 10th for final adoption.

Commissioner Hechler moved to approve Ordinance No. 704 for publication authorizing the issuance of Joint Utility System Improvement Revenue Bonds Series 2019B in the amount of \$315,000 for the purpose of improving the Wastewater System within the City of Truth or Consequences Joint Utility System. And also including publication of Ordinance 704. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Whitehead noted that Ordinance 702, Ordinance 703, and Ordinance 704 are only for publication at this time.

4. Discussion/Action: Resolution No. 45 18/19 authorizing participation In Local Government Road Fund (LGRF) Program administered by New Mexico Department Of Transportation (NMDOT). City Manager Madrid:

City Manager Madrid reported a resolution is required by NMDOT to receive the funds that they have allocated to us. The total funding is \$45,686.89 and the project that was selected is on River Road from Tin Street to the bottom of the hill. This will be a new surface construction, and this piece was selected because it was the closes to the funding available. This is also a continuation of an ongoing extension of that particular street.

Commissioner Hechler moved to approve Resolution No. 45 18/19 authorizing participation In Local Government Road Fund (LGRF) Program administered by New Mexico Department of Transportation (NMDOT) as the River Road from Tin to bottom of the hill with a preliminary cost estimate of \$45,686.89. Commissioner Szigeti seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Resolution No. 46 18/19 supporting an application to the National Parks Service Rivers, Trails, and Conservation Assistance Program for technical assistance. City Manager Madrid:

City Manager Madrid reported this resolution is required to be included in our application packet, and it is related to the presentation we saw earlier. He recommends this item for approval.

Commissioner Szigeti moved to approve Resolution No. 46 18/19 supporting an application to the National Parks Service Rivers, Trails, and Conservation Assistance Program for technical assistance. Commissioner Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. NEW BUSINESS:

1. Discussion/Action: Approve MOU between County of Sierra and City of T or C regarding the Administration and Enforcement of the City's Floodplain Management Regulations. City Manager Madrid:

City Manager Madrid reported the State of New Mexico requires the city to have a Floodplain Manager, and it is one of the positions that will not be filled in the city. He explained the requirement and the re-evaluation that is due to be done, of which we do not have the expertise.

Commissioner Hechler moved to approve City Manager Madrid to enter into a MOU between the County of Sierra and the City of T or C regarding the Administration and Enforcement of the City's Floodplain Management Regulations. Commissioner Baca seconded the motion. Motion carried unanimously.

J. REPORTS:

City Manager reports:

City Manager Madrid reported the following:

- He showed some slides of the city's new concrete trash receptacles.
- We have a meeting tomorrow regarding the Master Plan for the Ralph Edwards Park. They will be re-activating that project since we have partial funding for it, and we will try to identify complete funding for it this year. We anticipate the project to be done within the next 6-10 months.
- He had a few comments in regards to tearing up streets when a water line needs to be fixed. Yesterday, he went with staff to take a look at some of the upcoming water projects and where they are with the streets so he wants to assure everyone that review does take place.

City Attorney Rubin reported the following:

- None.

City Commission Reports:

Commissioner Szigeti reported the following:

- He was doing research of the ordinances and one of his pet peeves is derelict properties. We have some things in our ordinances that we are not using to clean up the town. He offered to put something together to distribute. If we want to attract people to our town, we really need to be looking at some of those because we do have the need for improvement, and we also have the means to do so.

Mayor Whitehead reported the following:

- Reiterated that the next meeting will not have Public Comment.

K. EXECUTIVE SESSION:

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

Commissioner Hechler moved to approve going into executive session at 10:20 a.m. to discuss Real Property (Various Properties) Pursuant to 10-15-1.H(8). Commissioner Baca seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

CITY COMMISSION JUNE 12, 2019 REGULAR MEETING MINUTES

Mayor Whitehead reconvened the meeting in open session at 10:40 a.m.

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

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

No action taken.

M. ADJOURNMENT

Commissioner Szigeti moved to adjourn at 10:42 a.m. Commissioner Hechler seconded the motion. Motion carried unanimously.

Passed and Approved this 10th day of July, 2019.

Sandra Whitehead, Mayor

ATTEST:

Reneé L. Cantin, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **F.4**

SUBJECT: City Commission Minutes Approval for June 26, 2019 Regular Meeting

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: July 3, 2019

SUBMITTED BY: Renee Cantin, City Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 2019/07-10-2019/Word Docs/ F.4 AR 06-26-2019 CC Regular Minutes

CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JUNE 26, 2019

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Morris Madrid, City Manager
Renee Cantin, City Clerk-Treasurer

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

2. SILENT MEDITATION:

Mayor Whitehead called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

Commissioner Hechler moved to approve the agenda as submitted. Commissioner Szigeti seconded the motion. Motion carried unanimously.

C. PRESENTATIONS:

1. Presentation/Discussion/Update: Infrastructure Capital Improvements Plan (ICIP) plan. Traci Burnette, Grant/Projects Coordinator & Designated Zoning Official:

CITY COMMISSION JUNE 26, 2019 REGULAR MEETING MINUTES

Grant/Projects Coordinator & Designated Zoning Official Burnette gave an overview of the ICIP Process. She announced the Department Heads are here to answer specific questions you may have and present all of the project needs we have at this time.

City Manager Madrid said he should've had the word Discussion bolded on the agenda. The plan is very important and we will need to have what's popular, most affordable, politically correct, what's absolutely needed, and we have to balance all of those things. If we can explain how we came to those decisions, he thinks the public will be less likely to complain.

City Attorney Rubin mentioned the timeline and said there is a gap of three meetings between the public hearing and final adoption.

Grant/Projects Coordinator & Designated Zoning Official Burnette let them know that gives her more time for entering the projects.

Commissioner Hechler asked if Departments compete for the same funding. And if they do what is the process for that.

City Manager Madrid responded it depends on the funding. The departments in the General Fund and those who may have to compete. He thinks the most critical balance we may have is we have plenty of funding coming in for Water and Wastewater, but we don't have any funding for streets. We do need to balance it out depending on what funding is available.

Grant/Projects Coordinator & Designated Zoning Official Burnette responded most grants are project specific.

Mayor Whitehead asked for each Department Head to give a quick overview of what's important in their departments and why.

Facilities Supervisor Johnson reported one of the things they see is they have quite a bit of refrigerated air systems that need to be replaced; the awning at City Hall is in terrible shape and he would like to add lighting to the sign; a new roof coating at the Civic Center; the Hamilton Museum needs a water filtration system; the Golf Course Pro Shop also needs a lot of attention.

Streets Supervisor Fuentes reported his priorities would be to get some of the roads fixed that are in need of repair. Marie Street is a three phase project that needs to be done. Chip Seal will give six years of life and they would help to preserve some of them for a good period of time. We are looking at \$25,000 to chip seal on Foch from Marie going up.

Parks Supervisor Hechler reported his priorities are Louis Armijo Sports Complex and Ralph Edwards Park.

Sanitation Director Alvarez reported they are looking at a Wood Chipper which would be a cost savings and save them about \$100,000 and help them generate some revenue. If they could keep from transporting wood it would be a cost savings.

Electric Department Director Easley reported where they are with the underground replacement and the need to focus on the Substation upgrades which is one of the main priorities for the system.

Water & Wastewater Director Cole reported for the Water Department some of the electrical control valves need to be replaced and is part of the reason for the line breaks. The understructure is also a priority to repair and would help with the main breaks. Wastewater priorities are the understructure and the lines that need to be replaced. He explained the levels underground that you have to look at for different variables including subsection, compaction, and top soil. The big problem is trying to do one project and not having funding to replace the other in the area.

Chief Aragon presented their first priority would be the Police Vehicles are the priority. At some point they do need some unmarked vehicles which last longer. Second is the Records Management System is a mess and in 2021 they will be required to go into the National Incident Reporting System (NIRS) which is \$22,000 with an annual maintenance fee. It will require training, etc. Third is the Evidence Tracking System to automate the evidence tracking system; Animal Shelter a volunteer has been working on grants and there is one for \$39,000; fourth is the Animal Shelter expansion, they are becoming Kitty City; and fifth is metal doors for the Police Department Facility.

Mayor Whitehead thanked everyone for their input and announced that the next Public Hearing will be July 10th, 2019.

Mayor Pro-Tem Clark thanked Mr. Madrid for being so considerate of the Department Heads. It's the first she has seen in probably the last five years. She is very proud and very impressed knowing each of them know their stuff very well. She sees it's very evident that everyone has been involved and to Traci who has done an amazing job. She thanked them all.

D. CONSENT CALENDAR:

- 1. Acknowledge the Public Utility Advisory Board Minutes, April 8, 2019**
- 2. Acknowledge the Public Arts Advisory Board Minutes, November 13, 2018**
- 3. Approve the appointment of City Manager Morris Madrid and Clerk-Treasurer Renee Cantin as Alternate on the SCRDA Board**

Commissioner Hechler moved to approve the Consent Calendar with Items 1-3 as noted. Commissioner Szigeti seconded the motion. Motion carried unanimously.

E. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Ordinance No. 705 for publication refunding of PPRF-2246 and new money for infrastructure projects, including the Loan Agreement, Intercept Agreement and closing documents. City Manager Madrid:**

City Manager Madrid notified the Commission they have an opportunity to refund some of our loans at a lower rate to possibly use some of the savings on current loans, and to establish a line of credit for future funding. Some of the concepts that he spoke to NMFA about were the list of priorities the Commission discussed at the Retreat. This gives us the ability to plan and because it takes a while he wants us to start now. The budget is ready but he hasn't included this in there yet. Based on that he asks for approval to publish this ordinance to refinance the loan.

Commissioner Hechler moved to approve Ordinance No. 705 for publication for PPRF-2246. Mayor Pro-Tem Clark seconded the motion. Motion carried unanimously.

- 2. Discussion/Action: Resolution No. 50 18/19 approving the Loan Agreement and closing documents for the refunding of PPRF-1704 and RIP 95-16. City Manager Madrid:**

City Manager Madrid stated this is the final action on the consolidation and restructuring. This agreement is separate, and is to provide for the contingency that we do not move forward with the one that you just approved. This one needs to be taken care of either way, and in the event that we would not move forward with the other financing, this one is taken care of. It was previously approved and this is the final loan document for your approval.

Commissioner Szigeti moved to approve Resolution No. 50 18/19 approving the Loan Agreement and closing documents for the refunding of PPRF-1704 and RIP 95-16 as presented by City Manager Madrid. Commissioner Baca seconded the motion. Mayor Whitehead asked for clarification on the RIP. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

- 3. Discussion/Action: Resolution No. 47 18/19 authorizing acceptance of Colonias Infrastructure Fund Project No. 4927-CIF; Water Infrastructure Project, T or C Municipal Water System from NMFA. City Manager Madrid:**

City Manager Madrid reported the purpose of this item is to accept the funding and to guarantee that we have the matching funds in place.

Grant/Projects Coordinator & Designated Zoning Official Burnette reported this is for the NMFA Colonias PER Funding that we received for the Municipal Water System. It is a

grant match loan and the resolution is part of the readiness to proceed items. It's the final item we need to proceed forward to secure the funding and get started on the PER.

City Manager Madrid noted that the Preliminary Engineering Report is to do an assessment of our system and that will help us determine additional priorities. He recommends approval of this item.

Commissioner Hechler moved to approve Resolution No. 47 18/19 authorizing acceptance of Colonias Infrastructure Fund Project No. 4927-CIF; Water Infrastructure Project, T or C Municipal Water System from NMFA. Commissioner Szigeti seconded the motion. Mayor Pro-Tem Clark heard Jesse say something that struck something with her about infrastructure. We've looked at the pipes and we've never really looked at the pressure of the water going through and if that's creating some issues, have we added that into this project description. City Manager Madrid confirmed yes that was one of his number one priorities and they have included that as part of this assessment. **Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

4. Discussion/Action: Resolution No. 48 18/19 designating signatory authority for the New Mexico Finance Authority Drinking Water Revolving Loan Fund related documentation. City Manager Madrid:

City Manager Madrid announced this is a formality for the granting agency requiring that someone be an appointed representative.

Commissioner Szigeti moved to approve Resolution No. 48 18/19 designating signatory authority for the New Mexico Finance Authority Drinking Water Revolving Loan Fund related documentation. Commissioner Baca seconded the motion. Commissioner Hechler asked if City Manager Madrid will be the authority of who will sign. City Manager Madrid confirmed that is correct. **Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

5. Discussion/Action: Resolution No. 49 18/19 approving the final Fiscal Year 2018/2019 Budget Adjustment. City Manager Madrid:

City Manager Madrid reviewed the following steps that are needed to close out the Fiscal Year:

- We have to show the Department of Finance Administration that we ended the year as projected in the black and in good standing.
- We have to show our auditors that our expenses and revenues were in the right place and our budget was sufficient to meet our obligations at the end of the year.
- If there are any expenditures that were charged to the wrong to department, or the wrong fund, we have to fix those by adjusting journal entries and that part has been done to the extent that we need. Every single line item does not have to be in the black and the budget control is at the category level.

- Then we have to get the budget into the right place. If we intended for a project to be expended from a Capital Outlay Account and it was in an operating account, then we need to take the budget and move it into the Capital Outlay Account where it should have been expended from. And in some cases we need to adjust the expenses and sometimes the budget.
- The last step is to clean up the funds and bank accounts that we are no longer using. Some are 10 or 15 years old, and have a balance that is not restricted to be transferred to another account where it can be used.

Mayor Pro-Tem Clark thanked him for the report.

Commissioner Hechler moved to approve Resolution No. 49 18/19 approving the final Fiscal Year 2018/2019 Budget Adjustment. Commissioner Szigeti seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

F. NEW BUSINESS:

1. **Discussion/Action: Approve the recommendation of the Public Arts Board to re-appoint Sid Bryan, Cary "Jagger" Gustin, Andy Underwood, and Eduardo Alicea. City Manager Madrid:**

City Manager Madrid attended the last Public Arts Board meeting and the board voted unanimously to re-appoint the members to serve another term on the board. They don't have any major issues pending, but all of the members terms will soon be expiring. Also, no other applications were received to serve on this board.

Mayor Whitehead moved to approve the recommendation of the Public Arts Board to re-appoint Sid Bryan, Cary "Jagger" Gustin, Andy Underwood, and Eduardo Alicea. Mayor Pro-Tem Clark seconded the motion. Motion carried unanimously.

2. **Discussion/Action: MainStreet Truth or Consequences MOU extension to June 30, 2020. City Manager Madrid:**

City Manager Madrid reported this item is a simple formality for an extension of the MOU between the City of T or C and MainStreet Truth or Consequences.

Mayor Pro-Tem Clark moved to approve Mainstreet Truth or Consequences MOU extension to June 30, 2020. Commissioner Hechler seconded the motion. Commissioner Szigeti asked if the MOU is going to be changing in the future, it was confirmed this was an extension to be followed up in the following year. Motion carried unanimously.

REPORTS:

City Manager Madrid reported the following:

- He received a notification that the National Christmas Tree will be here for an hour on November 14th and it will be a nice activity for the community.
- He attended a Managers Meeting for the Local Community Managers which included Sierra County. They discussed topics they can combine and they agreed to collaborate in support of SJOA funding.
- He invited the Commission to the Employee BBQ on Friday at the Ralph Edwards Park from 11:30 a.m. - 1:30 p.m.
- They are continuing with the selection of a contractor for the AMI Project for the Electric Department. They will interview some of the finalists in a few weeks, and a recommendation should be made by early August. Implementation is anticipated to be early this fall.
- We may have found a Finance Director. He did interviews yesterday, and he thinks we have a candidate that may work out. A formal offer hasn't been made yet, but he is very excited.

City Commission Reports:

Mayor Pro-Tem Clark reported the following:

- She thanked City Manager Madrid for his work and is glad he won't have to do the two jobs anymore.

Commissioner Hechler reported the following:

- He reported on the Spaceport Americas Cup. We had 124 teams total, and Washington University was the overall winner. They presented a liquid propelled rocket.
- Before the meetings he drives around the community and he sees that Code Enforcement is doing pretty well, and overall we've made some progress. However, we do need to keep an eye on the property on 4th and Foch that is right across the street from our Civic Center. We really need to stay on top of those things that are visible to our public, because those are the ones we get the most complaints about.

Commissioner Szigeti reported the following:

- On Saturday, he attended an event at Ralph Edward Park, and he was impressed to see the number of organizations that provide services to our residents. Getting the word out seems to be a challenge in this community. He would have liked to see more people show up to the event. He suggested to do the event during the Down Town Trick or Treat at the Healing Waters Plaza.
- We have a new recording studio in town and it's nice to see people who are investing money in our community. He believes it's the third one and it's impressive for a community this size.

Mayor Whitehead reported the following:

- She thanked City Manager Madrid and each and every one of the Department Heads for all of their work.
- She wished everyone a Happy & Safe Fourth of July!

G. EXECUTIVE SESSION:

1. **Real Property (808 Maple and various properties) Pursuant to 10-15-1.H(8):**

Commissioner Hechler moved to approve going into executive session at 10:49 a.m. to discuss Real Property (808 Maple and various properties) *Pursuant to 10-15-1.H(8)* Commissioner Szigeti seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

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

Commissioner Hechler certified that only matters pertaining to Real Property (450 W. Riverside) *Pursuant to 10-15-1.H(8)* was discussed in Executive Session and no action was taken.

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

Commissioner Szigeti moved to approve the Purchase Agreement for the Property at 808 Maple to Teri Davis for the offer of \$13,013 and authorize City Manager Madrid to negotiate the sale of other properties. Mayor Whitehead seconded the motion. Motion carried unanimously.

Mayor Whitehead reminded everyone of the Town Hall meeting tonight at 6:00 p.m.

M. ADJOURNMENT:

Mayor Whitehead adjourned the meeting at 11:19 a.m.

Passed and Approved this 10th day of July, 2019.

Sandra Whitehead, Mayor

ATTEST:

Reneé L. Cantin, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **F.5**

SUBJECT: Acknowledge the Library Advisory Board Minutes, June 24, 2019

DEPARTMENT: Clerk's Office

DATE SUBMITTED: July 3, 2019

SUBMITTED BY: Renee Cantin, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Morris Madrid, City Manager

Summary/Background:

Library Minutes as approved by the Library Advisory Board.

Recommendation:

Approve the minutes.

Attachments:

- Minutes as approved by Library Board.

Fiscal Impact (Finance): No

[Click here to enter text.](#)

Legal Review (City Attorney): No

None.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 2019/07-10-2019/AF-F5. Library Minutes 06-24-2019

Minutes of the Library Advisory Board Meeting, Monday, June 24, 2019

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

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

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

COMMENTS FROM THE PUBLIC:

- None. No members of the public were present.

REPORTS:

- Board members: Board Member Jack Noel tendered his resignation, effective this date. He agreed to remain through the end of this meeting so that the quorum would stand.
- Friends of the Library: No report at this time.
- Library Foundation: The current value shown on the April 27, 2019 statement is \$20,051.36.
- Director's report: We now need two board members. .

OLD/UNFINISHED BUSINESS:

- None

NEW BUSINESS:

- None.

There being no further business before the Board, the motion to adjourn was made by Jack Noel and seconded by Bridget Long. The motion was unanimously approved. The meeting was adjourned at 5:46 p.m. The next meeting is scheduled for Monday, July 29, 2019.

Respectfully submitted,

Bonnye Warwick, Chairman
Pat O'Hanlon, Library Director



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **F.6**

SUBJECT: Accounts Payable – June 2019
DEPARTMENT: Finance
DATE SUBMITTED: June 28, 2019
SUBMITTED BY: Pat Wood, CPO
WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for June 2019

Attachments:

- End of Month Accounts Payable Report by Fund
- -

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$893,822.04

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

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: F.6 AR Accounts Payable June 2019



Truth or Consequences

EOM AP Report

By Fund

Payment Dates 06/01/2019 - 06/30/2019

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
SONYA WILLIAMS	06032019	06/07/2019	REFUND DEPOSIT/CIVIC CENTER	101-1099-34348	150.00
KAREN A. WHITMORE	06032019	06/07/2019	REFUND DEPOSIT/ALCOHOL SE...	101-1099-34348	150.00
VERIZON WIRELESS	060419	06/07/2019	CELL PHONE BILLS/OPEN PO FY ...	101-1003-43775	80.55
VERIZON WIRELESS	060419	06/07/2019	CELL PHONE BILLS/OPEN PO FY ...	101-1004-43775	53.68
VERIZON WIRELESS	060419	06/07/2019	CELL PHONE BILLS/OPEN PO FY ...	101-1007-43775	363.49
VERIZON WIRELESS	060419	06/07/2019	CELL PHONE BILLS/OPEN PO FY ...	101-1008-43775	53.68
VERIZON WIRELESS	060419	06/07/2019	CELL PHONE BILLS/OPEN PO FY ...	101-1009-43775	53.70
VERIZON WIRELESS	060419	06/07/2019	CELL PHONE BILLS/OPEN PO FY ...	101-1010-43775	53.70
VERIZON WIRELESS	060419	06/07/2019	CELL PHONE BILLS/OPEN PO FY ...	101-1011-43775	26.84
VERIZON WIRELESS	060419	06/07/2019	CELL PHONE BILLS/OPEN PO FY ...	101-1014-43775	53.70
QUEST DIAGNOSTICS LAB, INC.	06052019	06/07/2019	Screening & MRO Fee - City Ma...	101-1003-44615	54.40
QUEST DIAGNOSTICS LAB, INC.	06052019-2	06/07/2019	Screening & MRO Fees- Parks	101-1009-44615	54.40
WEX BANK	092415	06/07/2019	Unleaded Fuel - Open PO FY 18...	101-1007-43316	22.00
SIERRA COUNTY SENTINEL	104552	06/07/2019	2019 Fiesta ad in paper (1/2 pa...	101-1003-43740	284.81
SIERRA COUNTY SENTINEL	104626	06/07/2019	Help Wanted- Police Departme...	101-1007-43740	42.32
SIERRA COUNTY SENTINEL	104643/104646	06/07/2019	PUBLICATIONS - OPEN PO FY 18...	101-1001-43740	376.46
MANANA	105-19	06/07/2019	Landscaping Services - Open PO...	101-1009-48599	900.00
WEX BANK	124351	06/07/2019	Unleaded Fuel - Open PO FY 18...	101-1003-43316	334.54
BELSON OUTDOORS, LLC	175307	06/07/2019	Plastic Liner	101-1003-60781	810.00
BELSON OUTDOORS, LLC	175307	06/07/2019	Custom Logo Application City&C...	101-1003-60781	4,680.00
BELSON OUTDOORS, LLC	175307	06/07/2019	Logo Design City & Clean and B...	101-1003-60781	5,984.47
BELSON OUTDOORS, LLC	175307	06/07/2019	Precase Round Concrete Waste...	101-1003-60781	10,530.00
ALARM CONTROL TECHNOLOGI...	185494/185495	06/07/2019	MONTHLY FIRE ALARM MONIT...	101-1014-47410	26.97
ALARM CONTROL TECHNOLOGI...	185494/185495	06/07/2019	MONTHLY FIRE ALARM MONIT...	101-1014-47410	26.97
O'REILLY AUTO PARTS, INC.	2162-393380	06/07/2019	IMPACT ADAPT	101-1012-47420	11.99
O'REILLY AUTO PARTS, INC.	2162-393380	06/07/2019	1/2 IMPACT WRENCH	101-1012-47420	179.99
SIERRA VETERINARY SERVICES,L...	48661/48690	06/07/2019	Vet Services at Animal Shelter ...	101-1008-48599	189.35
THE BLACK RANGE LODGE	5292019	06/07/2019	Meals	101-1000-42720	119.08
THE BLACK RANGE LODGE	5292019	06/07/2019	Meeting room rental	101-1000-42720	175.00
DESERT GRAPHICS INC.	5650	06/07/2019	Historic District Sign 60" x 48"	101-1014-43403	432.00
JAY RUBIN ATTORNEY AT LAW	6012019	06/07/2019	LEAGAL SERVICES - OPEN PO FY...	101-1000-43597	4,267.48
MATTHEW 25 FOOD PANTRY INC	60252019	06/07/2019	Matthew 25 Food Pantry-Subrec...	101-1000-60725	1,800.00
BANK OF AMERICA	682127	06/07/2019	Flash drive w/ pics from portrait...	101-1003-44606	20.00
BANK OF AMERICA	682127	06/07/2019	8 x 10 of retirees; Joe, Angie, D...	101-1003-44606	52.00
QUILL CORPORATION	7412764	06/07/2019	RETRACTABLE PENS	101-1002-60576	6.00
QUILL CORPORATION	7412764	06/07/2019	CLIPFOLIO	101-1002-60576	6.00
QUILL CORPORATION	7412764	06/07/2019	HIGHLIGHTERS	101-1002-60576	8.00
QUILL CORPORATION	7412764	06/07/2019	CHALK	101-1002-60576	1.34
QUILL CORPORATION	7412764	06/07/2019	ENVELOPES	101-1002-60576	162.00
QUILL CORPORATION	7412764	06/07/2019	COLOR IN 4 PK	101-1002-60576	294.27
QUILL CORPORATION	7412764	06/07/2019	SHEET PROTECTORS	101-1002-60576	40.00
QUILL CORPORATION	7412764	06/07/2019	STORAGE BOXES	101-1002-60576	52.00
QUILL CORPORATION	7412764	06/07/2019	laminator	101-1002-60576	56.00
QUILL CORPORATION	7412764	06/07/2019	WESTCOTT CARBO	101-1002-60576	64.00
QUILL CORPORATION	7412764	06/07/2019	COPY PAPER	101-1002-60576	108.00
QUILL CORPORATION	7412764	06/07/2019	BUSINESS CARD HOLDER	101-1002-60576	4.00

EOM AP Report

Payment Dates: 06/01/2019 - 06/30/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
QUILL CORPORATION	7412764	06/07/2019	MANILA FOLDERS	101-1002-60576	132.00
QUILL CORPORATION	7412764	06/07/2019	RED ROPE FILE FOLDERS	101-1002-60576	25.00
QUILL CORPORATION	7412764	06/07/2019	clorox wipes	101-1002-60576	14.99
QUILL CORPORATION	7412764	06/07/2019	POST IT 8X6	101-1002-60576	28.00
QUILL CORPORATION	7412764	06/07/2019	LABELS	101-1002-60576	30.00
QUILL CORPORATION	7412764	06/07/2019	CHRONO GREY	101-1002-60576	38.00
QUILL CORPORATION	7412764	06/07/2019	1 SUBJECT NOTEBOOKS	101-1002-60576	16.08
QUILL CORPORATION	7412764	06/07/2019	WIRE TRAY	101-1002-60576	18.60
QUILL CORPORATION	7412764	06/07/2019	BLACK INK	101-1002-60576	121.47
QUILL CORPORATION	7412764	06/07/2019	PROFESSIONAL NOTEBOOK	101-1002-60576	24.00
QUILL CORPORATION	7412764	06/07/2019	GEL PENS	101-1002-60576	19.00
QUILL CORPORATION	7412764	06/07/2019	DESK SET	101-1002-60576	20.00
QUILL CORPORATION	7412764	06/07/2019	CORRECTION TAPE	101-1002-60576	8.00
QUILL CORPORATION	7412764	06/07/2019	DRY ERASE	101-1002-60576	10.00
QUILL CORPORATION	7412764	06/07/2019	post it 3x5	101-1002-60576	12.00
QUILL CORPORATION	7412764	06/07/2019	ROLODEX MESH	101-1002-60576	14.00
QUILL CORPORATION	7412764	06/07/2019	PENCILS	101-1002-60576	14.00
QUILL CORPORATION	7412764	06/07/2019	DESK SET	101-1002-60576	20.00
QUILL CORPORATION	7412764	06/07/2019	3 RING BINDERS	101-1002-60576	19.00
QUILL CORPORATION	7412764	06/07/2019	EXPANDING FILE FOLDER	101-1002-60576	20.76
FOXWORTH-GALBRAITH	7435303	06/07/2019	4 inch power pro deck screws	101-1014-43403	77.98
FOXWORTH-GALBRAITH	7435303	06/07/2019	2 1/2 inch power pro deck scre...	101-1014-43403	69.98
FOXWORTH-GALBRAITH	7435303	06/07/2019	3 inch power pro deck screws	101-1014-43403	69.98
FOXWORTH-GALBRAITH	7435303	06/07/2019	10 pound sledge hammer	101-1014-44607	37.39
BANK OF AMERICA	764582	06/07/2019	Zip Ties 500-Pack Heavy Duty 1...	101-1007-44607	35.24
TURNER ELECTRIC MOTOR INC	80525	06/07/2019	Parts	101-1009-47420	495.00
TURNER ELECTRIC MOTOR INC	80525	06/07/2019	Labor	101-1009-47420	487.41
BANK OF AMERICA	844028	06/07/2019	Dog tick collars	101-1008-44607	34.30
BANK OF AMERICA	844028	06/07/2019	50 ft hose	101-1008-44607	19.97
BANK OF AMERICA	844028	06/07/2019	Tick shampoo	101-1008-44607	5.94
BANK OF AMERICA	844028	06/07/2019	Catt litter boxes	101-1008-44607	19.65
BANK OF AMERICA	844028	06/07/2019	Bleach	101-1008-44607	11.76
BANK OF AMERICA	844028	06/07/2019	50 ft hose kink resistant	101-1008-44607	24.74
BANK OF AMERICA	844028	06/07/2019	Cat treats	101-1008-44607	31.88
BANK OF AMERICA	844028	06/07/2019	Tide pods	101-1008-44607	48.12
BANK OF AMERICA	844028	06/07/2019	Duck tape 3 pack	101-1008-44607	8.88
BANK OF AMERICA	949090	06/07/2019	Testing for Joey Carter	101-1014-42720	110.00
BANK OF AMERICA	949090	06/07/2019	Testing for Thomas Cool	101-1014-42720	110.00
SIERRA AUTO/CARQUEST	ID-247598	06/07/2019	Rear brake pads	101-1007-47420	18.02
SIERRA AUTO/CARQUEST	ID-247598	06/07/2019	Serpentine belt	101-1007-47420	16.87
SIERRA AUTO/CARQUEST	ID-247598	06/07/2019	Front brake pads	101-1007-47420	24.63
SIERRA AUTO/CARQUEST	ID-247951	06/07/2019	Idler Bearing	101-1009-47420	10.20
SIERRA AUTO/CARQUEST	ID-247951	06/07/2019	Drive belts	101-1009-47420	18.74
SIERRA AUTO/CARQUEST	ID-248406	06/07/2019	9V BATTERY 8 PACK	101-1009-44607	143.94
TDS	MAY 2019-TDS	06/07/2019	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	5,557.85
PERRY SUPPLY CO.	51723685	06/07/2019	Aero-Cool TD 58/6800 Down Dr...	101-1014-43403	747.78
SERGIO MALDONADO	041219-1	06/14/2019	REISSUE/PER DIEM DUE/SANTA...	101-1007-42310	274.00
RHONDA MOLSBEER	06062019	06/14/2019	REFUND/NON-STERILIZED DEP...	101-1008-45555	25.00
DEBRA MEGONIGLE, DVM	061019	06/14/2019	Euthinasias plus travel	101-1008-48599	450.00
TALON SEPTIC & POTTY SERVICE	061119	06/14/2019	Clean & Service Portables - Ope...	101-1009-47410	800.00
CITY UTILITIES	061219	06/14/2019	CITY LANDFILL BILLS - OPEN PO ...	101-1018-43780	396.70
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	101-1001-41226	125.03
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	101-1002-41226	42.60
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	101-1003-41226	153.42
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	101-1004-41226	210.65
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	101-1007-41226	930.61
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	101-1008-41226	204.19
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	101-1009-41226	99.26
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	101-1010-41226	45.60
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	101-1011-41226	263.49

EOM AP Report

Payment Dates: 06/01/2019 - 06/30/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	101-1012-41226	37.92
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	101-1014-41226	233.97
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	101-1016-41226	158.89
CITY UTILITIES	061319	06/14/2019	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	2,316.83
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	101-1001-41226	125.03
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	101-1002-41226	42.60
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	101-1003-41226	153.42
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	101-1004-41226	210.65
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	101-1007-41226	930.61
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	101-1008-41226	204.19
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	101-1009-41226	99.26
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	101-1010-41226	45.60
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	101-1011-41226	263.49
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	101-1012-41226	37.92
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	101-1014-41226	233.97
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	101-1016-41226	158.89
SIERRA COUNTY CLERK	06132019	06/14/2019	OPEN PO FOR RECORDING FEES	101-1001-43740	25.00
COPPLER LAW FIRM PC	10126/10128/10129	06/14/2019	LEGAL SERVICES - OPEN PO FY 1...	101-1010-48598	1,466.62
SUN VALLEY, INC.	145805/6	06/14/2019	2 Gal Blue Pool Paint	101-1014-44607	121.85
SUN VALLEY, INC.	145805/6	06/14/2019	1/2 cmp tee	101-1014-44607	1.79
SUN VALLEY, INC.	145805/6	06/14/2019	Hole punch	101-1014-44607	12.99
SUN VALLEY, INC.	145805/6	06/14/2019	1/2 inch CMP coupler	101-1014-44607	6.45
SUN VALLEY, INC.	145805/6	06/14/2019	1/2 inch CMP elbow	101-1014-44607	5.37
SUN VALLEY, INC.	145805/6	06/14/2019	1/2 inch CMP hose end plug	101-1014-44607	2.98
SUN VALLEY, INC.	145805/6	06/14/2019	1/2 adapter 3/4 hose swivel	101-1014-44607	1.99
SUN VALLEY, INC.	145805/6	06/14/2019	2 GPH dripper	101-1014-44607	14.99
SUN VALLEY, INC.	145805/6	06/14/2019	1/2 inch X 100ft drip watering li...	101-1014-44607	23.98
SUN VALLEY, INC.	146100/6	06/14/2019	7" PAINT ROLLER TRAY	101-1009-44607	4.58
SUN VALLEY, INC.	146100/6	06/14/2019	1.2 G BOC CLR WD PROTECT	101-1009-44607	38.69
SUN VALLEY, INC.	146100/6	06/14/2019	3" WHT DBL CHIP BRUSH	101-1009-44607	19.16
SUN VALLEY, INC.	146119/6	06/14/2019	2 GPH dripper	101-1014-44607	11.91
SUN VALLEY, INC.	146119/6	06/14/2019	1/2 inch drip watering line 100ft	101-1014-44607	35.97
SUN VALLEY, INC.	146119/6	06/14/2019	1/2 inch CMP coupler	101-1014-44607	7.74
SUN VALLEY, INC.	146119/6	06/14/2019	1/2 inch CMP hose plug	101-1014-44607	2.98
TRACTOR SUPPLY COMPANY	200173485	06/14/2019	Dog food 35lbs/Animal shelter	101-1009-44607	944.73
TRACTOR SUPPLY COMPANY	200173485	06/14/2019	Foamer spray bottle for cleaner...	101-1008-44607	32.99
ALBUQUERQUE PET MEMORIAL...	20364	06/14/2019	Animal cremation .50 per lb/An...	101-1008-45555	67.50
COOPERATIVE EDUCATIONAL S...	24-089404	06/14/2019	Engineering Development Revi...	101-1010-48598	245.65
KAUFMAN'S WEST, LLC	2813L	06/14/2019	Womans Polo Small	101-1008-42620	99.80
KAUFMAN'S WEST, LLC	2813L	06/14/2019	Lace up boots	101-1008-42620	65.99
THE POWER CENTER, INC	311965	06/14/2019	HOSE FLEX 72	101-1009-47420	72.32
THE POWER CENTER, INC	311965	06/14/2019	NUT WIZ	101-1009-47420	56.32
THE POWER CENTER, INC	311965	06/14/2019	TUBE HOSE ADAPTER	101-1009-47420	43.50
THE POWER CENTER, INC	311965	06/14/2019	CLAMP HOSE 6	101-1009-47420	30.54
THE POWER CENTER, INC	311965	06/14/2019	BELT	101-1009-47420	26.40
THE POWER CENTER, INC	311965	06/14/2019	SWITCH LEVER	101-1009-47420	14.18
THE POWER CENTER, INC	311965	06/14/2019	IDLER	101-1009-47420	21.23
THE POWER CENTER, INC	311965	06/14/2019	SWITCH SEAT TWIST	101-1009-47420	7.45
NU-WAY LAUNDRY & CLEANERS	32707/32914	06/14/2019	RUNNER RUG INCREASE	101-1014-44607	4.00
NU-WAY LAUNDRY & CLEANERS	32707/32914	06/14/2019	CLEANING OF CITY RUGS	101-1014-44607	311.54
DOMESTIC ABUSE INTERVENTI...	6052019	06/14/2019	DAIC-Subrecipient(Lodgers)FY1...	101-1000-60725	625.00
SIERRA JOINT OFFICE ON AGING	6062019	06/14/2019	SJOA-Subrecip.(Lodgers)FY18-19	101-1000-60725	11,703.50
LEAVITT GROUP SOUTHWEST I...	627987/628054	06/14/2019	OPEN PO FOR NOTARY BOND/...	101-1001-43770	70.00
INTEGRATED TECHNOLOGIES G...	6653	06/14/2019	Labor and installation	101-1003-44606	273.97
INTEGRATED TECHNOLOGIES G...	6653	06/14/2019	Dell opti. 7050 comp, logitech ...	101-1003-44606	1,425.00
GRAINGER, INC.	9188829056	06/14/2019	Lighting Ballast T-12 8 foot	101-1014-43403	341.60
GRAINGER, INC.	9188829056	06/14/2019	Rain Bird Sprinkler Valve Soleno...	101-1014-44607	112.30
GRAINGER, INC.	9188829056	06/14/2019	Leather Work Gloves	101-1014-44615	74.80
BOYS & GIRLS CLUB OF SIERRA ...	DEC-JAN-FEB	06/14/2019	JJAC OPEN PO FYE 18/19	101-1003-60784	7,869.41
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	101-1007-43316	50.00

EOM AP Report

Payment Dates: 06/01/2019 - 06/30/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	101-1007-44615	470.18
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	101-1007-47420	29.61
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	101-1008-44615	38.52
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	101-1009-43316	22.00
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	101-1009-44615	11.37
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	101-1009-47420	105.43
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	101-1012-44615	105.23
TURTLEBACK PEST CONTROL, I...	061419	06/21/2019	PEST CONTROL SERVICES - OPEN...	101-1014-44607	814.46
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	101-1014-44615	1,881.96
TDS	061919	06/21/2019	INTERNET SERVICE/PD OPEN P...	101-1007-43775	161.66
MORRIS MADRID	062119	06/21/2019	ADVANCED PER DIEM/ALBUQU...	101-1003-42310	77.60
XEROX CORP.	097110293	06/21/2019	BASE CHARGE/METER USAGE O...	101-1001-44810	324.96
XEROX CORP.	097110294	06/21/2019	BASE CHARGE/METER USAGE FY...	101-1004-44810	250.99
XEROX CORP.	097110296	06/21/2019	Base Charge - Meter Usage Ope...	101-1007-44810	233.11
XEROX CORP.	097110298	06/21/2019	BASE CHARGE/METER USAGE O...	101-1002-60840	236.57
XEROX CORP.	097110315	06/21/2019	Base Charge/Meter Usage - Op...	101-1003-44810	284.40
XEROX CORP.	097110317	06/21/2019	XEROX OPEN PO FY-18/19	101-1009-43465	211.31
ALARM CONTROL TECHNOLOGI...	185607/185608	06/21/2019	MONTHLY FIRE ALARM MONIT...	101-1014-47410	26.97
ALARM CONTROL TECHNOLOGI...	185607/185608	06/21/2019	MONTHLY FIRE ALARM MONIT...	101-1014-47410	26.97
U.S. DISTRIBUTING, INC.	393916	06/21/2019	Battery G-99292 (702) Officer ...	101-1007-47420	67.80
U.S. DISTRIBUTING, INC.	394199	06/21/2019	Battery G-81094 (601)	101-1007-47420	103.65
PATTILLO BROWN & HILL, LLP	405260	06/21/2019	Final Bill	101-1004-48596	15,749.75
B & H OIL CO.	47851	06/21/2019	Unleaded Fuel - Open PO FY 18...	101-1007-43316	3,132.40
B & H OIL CO.	47858	06/21/2019	Unleaded Fuel - OPEN PO FY 18...	101-1014-43316	648.05
B & H OIL CO.	47859	06/21/2019	Unleaded Fuel - Open PO FY 18...	101-1009-43316	564.16
B & H OIL CO.	47859	06/21/2019	Diesel Fuel - Open PO FY 18/19	101-1009-43317	207.85
B & H OIL CO.	47860	06/21/2019	Unleaded Fuel - Open PO FY 18...	101-1008-43316	497.10
THE CLUB OF SIERRA COUNTY	61419	06/21/2019	The Club of Sierra Co. Sub-recv...	101-1000-60725	2,500.00
INTEGRATED TECHNOLOGIES G...	6608/6634	06/21/2019	IT SUPPORT FY 18-19	101-1004-48599	9,848.44
INTEGRATED TECHNOLOGIES G...	6647	06/21/2019	Computer Software Update for ...	101-1007-44606	863.45
QUILL CORPORATION	7627795	06/21/2019	SHARPIE ASSORTED MARKERS	101-1001-44606	11.24
QUILL CORPORATION	7627795	06/21/2019	SMALL BINDER CLIPS	101-1001-44606	9.85
QUILL CORPORATION	7627795	06/21/2019	MEDIUM BINDER CLIPS	101-1001-44606	13.45
QUILL CORPORATION	7627795	06/21/2019	BROWN PARCHMENT PAPER	101-1001-44606	19.78
QUILL CORPORATION	7627795	06/21/2019	DESK CALL BELL	101-1001-44606	5.66
QUILL CORPORATION	7627795	06/21/2019	MANUSCRIPT COVER	101-1001-44606	37.78
QUILL CORPORATION	7699013	06/21/2019	OFM Manor Fabric Armless Sta...	101-1010-44613	659.94
BARTOO SAND & GRAVEL, INC.	M29678	06/21/2019	Sierra red rock for landscaping a...	101-1007-43403	445.28
BOYS & GIRLS CLUB OF SIERRA ...	MARCH-APRIL	06/21/2019	JJAC OPEN PO FYE 18/19	101-1003-60784	5,649.95
PERRY SUPPLY CO.	S1724701.001	06/21/2019	Aero-Cool 58/6800 down draft	101-1014-43403	747.78
NEW MEXICO GAS COMPANY, I...	061419	06/27/2019	GAS BILLS/GENERAL	101-1018-43780	301.45
NEW MEXICO GAS COMPANY, I...	061419	06/27/2019	GAS BILLS/NM WORKFORCE C...	101-1018-43780	26.63
KLARENE RICH	061919	06/27/2019	contract services	101-1002-60576	500.00
STEVEN L. SAGE	062019	06/27/2019	Services/Public Defender - Open...	101-1002-48599	8,463.00
SIERRA VISTA HOSPITAL	062119	06/27/2019	GRT DISSTRIIBUTION 04/19	101-1017-48599	21,353.50
SIERRA VISTA HOSPITAL	062119	06/27/2019	GRT DISSTRIIBUTION 03/19	101-1017-48599	20,206.82
SIERRA VISTA HOSPITAL	062119	06/27/2019	GRT DISSTRIIBUTION 01/19	101-1017-48599	18,811.11
SIERRA VISTA HOSPITAL	062119	06/27/2019	GRT DISSTRIIBUTION 02/19	101-1017-48599	18,179.55
RENEE L. CANTIN	062219	06/27/2019	MILEAGE DUE/ALBUQUERQUE	101-1001-42305	131.12
MORRIS MADRID	062219	06/27/2019	PER DIEM DUE/ALBUQUERQUE	101-1003-42310	19.40
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	101-1001-43775	336.38
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	101-1002-43775	93.18
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	101-1003-43775	363.70
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	101-1004-43775	333.95
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	101-1007-43775	217.91
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	101-1008-43775	99.52
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	101-1009-43775	221.98
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	101-1010-43775	294.67
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	101-1011-43775	24.23
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	101-1012-43775	208.97

EOM AP Report

Payment Dates: 06/01/2019 - 06/30/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	101-1014-43775	287.29
SIERRA VISTA HOSPITAL	06242019-2	06/27/2019	Collection Fee - City Managers ...	101-1003-44615	25.00
CITY UTILITIES	062519	06/27/2019	CITY UTILITIES CYCLE C&D/OPEN..	101-1018-43780	7,445.52
SIERRA VISTA HOSPITAL	06252019-3	06/27/2019	Collection Fees- Parks	101-1009-44615	50.00
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	101-1001-41226	128.19
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	101-1002-41226	42.60
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	101-1003-41226	153.42
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	101-1004-41226	210.66
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	101-1007-41226	907.12
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	101-1008-41226	204.19
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	101-1009-41226	99.26
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	101-1010-41226	45.60
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	101-1011-41226	263.49
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	101-1012-41226	37.92
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	101-1014-41226	207.58
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	101-1016-41226	158.89
QUEST DIAGNOSTICS LAB, INC.	06262019-1	06/27/2019	Screening & MRO Fees- Parks	101-1009-44615	54.40
SIERRA COUNTY SENTINEL	104727	06/27/2019	Help Wanted - Facility Manage...	101-1014-43740	22.24
SIERRA COUNTY SENTINEL	104748/104752	06/27/2019	PUBLICATIONS - OPEN PO FY 18...	101-1001-43740	191.28
MPG SERVICES, LLC	1223	06/27/2019	SCHEDULE 80 UNION 4"	101-1009-44607	113.25
MPG SERVICES, LLC	1223	06/27/2019	PRIMER 16 OZ	101-1009-44607	8.28
MPG SERVICES, LLC	1223	06/27/2019	SCHEDULE 80 PVC 45 ELBOW 4"	101-1009-44607	67.44
MPG SERVICES, LLC	1223	06/27/2019	SCHEDULE 80 COUPLING 4"	101-1009-44607	27.20
MPG SERVICES, LLC	1223	06/27/2019	BLUETITE GLUE 32 OZ	101-1009-44607	19.44
MPG SERVICES, LLC	1223	06/27/2019	SCHEDULE 80 PVC WYE 4"	101-1009-44607	103.21
BAE SYSTEMS	372160/374954	06/27/2019	E-MAIL SERVICE - OPEN PO FY 1...	101-1004-43770	1,325.83
SIERRA VETERINARY SERVICES,L...	48894/48911/48914	06/27/2019	Vet Services at Animal Shelter -...	101-1008-48599	234.06
BANK OF AMERICA	5292019	06/27/2019	In-State Registration & Hosp. F...	101-1003-42720	690.00
BOYS & GIRLS CLUB OF SIERRA ...	MAY 2019	06/27/2019	JJAC OPEN PO FYE 18/19	101-1003-60784	8,480.00
Fund 101 - General Total:					236,611.97

Fund: 201 - Corrections

NM JUDICIAL EDUCATION CENT...	060519	06/07/2019	JUDICIAL EDUCATION FEES	201-1903-44805	126.00
ADMINISTRATIVE OFFICE OF	060519	06/07/2019	OWI LAB FEES/PREVENTION FE...	201-1903-44805	672.00
SIERRA COUNTY TREASURER	061319	06/14/2019	Prisoner Care Open PO FY 18-19	201-1903-48710	2,755.00
Fund 201 - Corrections Total:					3,553.00

Fund: 209 - Fire

PETE'S EQUIPMENT, INC.	0028513	06/07/2019	MATERIALS	209-1603-47420	18.81
PETE'S EQUIPMENT, INC.	0028513	06/07/2019	TAX	209-1603-47420	49.38
PETE'S EQUIPMENT, INC.	0028513	06/07/2019	PARTS	209-1603-47420	525.00
PETE'S EQUIPMENT, INC.	0028513	06/07/2019	REPAIR FIRE TRUCK/LABOR	209-1603-47420	627.00
NM STATE FIRE FIGHTERS ASSO...	060519	06/07/2019	ANNUAL MEMBERSHIP DUES	209-1603-43770	330.00
PETER BACA	061319	06/07/2019	ADVANCED TRAVEL/SOCORRO	209-1603-42310	254.69
ERNIE LUNA	061319	06/07/2019	ADVANCED TRAVEL/SOCORRO	209-1603-42310	254.69
ED RODRIGUEZ	061319	06/07/2019	ADVANCED TRAVEL/SOCORRO	209-1603-42310	254.69
BRAD SPENCER	061319	06/07/2019	ADVANCED TRAVEL/SOCORRO	209-1603-42310	254.69
DEE BROWN	061319	06/07/2019	ADVANCED TRAVEL/SOCORRO	209-1603-42310	254.69
JAMIE SANDERS	061319	06/07/2019	ADVANCED TRAVEL/SOCORRO	209-1603-42310	204.00
SOUTHWEST SIGN SERVICE	11036	06/07/2019	60" FT12 CW HO LAMPS	209-1603-47405	91.62
SOUTHWEST SIGN SERVICE	11036	06/07/2019	REPLACE BALLAST	209-1603-47405	206.10
SOUTHWEST SIGN SERVICE	11036	06/07/2019	SERVICE SIGN ON 9TH ST. STAT...	209-1603-47405	95.00
MEGAHERTZ COMPUTER CONS...	18252	06/07/2019	INTERNET SERVICE - OPEN PO F...	209-1603-43770	54.25
ARTESIA FIRE EQUIPMENT	68109	06/07/2019	MICRO-BLAZE OUT FIREFIGHTI...	209-1603-80845	5,220.00
CITY UTILITIES	061319	06/14/2019	CITY UTILITIES CYCLE A&B/OPEN..	209-1603-43780	267.69
TESTON'S FREEWAY CHEVRON	27863	06/14/2019	FUEL ALL TRUCKS - OPEN PO FY ...	209-1603-43316	237.60
PETER BACA	061619	06/21/2019	TRAVEL DUE/SOCORRO	209-1603-42310	63.67
ED RODRIGUEZ	061619	06/21/2019	TRAVEL DUE/SOCORRO	209-1603-42310	63.67
ERNIE LUNA	061619	06/21/2019	TRAVEL DUE/SOCORRO	209-1603-42310	63.67
DEE BROWN	061619	06/21/2019	TRAVEL DUE/SOCORRO	209-1603-42310	63.67
JAMIE SANDERS	061619	06/21/2019	TRAVEL DUE/SOCORRO	209-1603-42310	51.00
BRAD SPENCER	061619	06/21/2019	TRAVEL DUE/SOCORRO	209-1603-42310	63.67

EOM AP Report

Payment Dates: 06/01/2019 - 06/30/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XEROX CORP.	097209381	06/21/2019	BASE CHARGE/METER USAGE FY..	209-1603-43770	310.30
NEW MEXICO GAS COMPANY, I...	061419	06/27/2019	GAS BILLS/FIRE SOUTH STATION	209-1603-43780	38.72
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	209-1603-43775	117.45
CITY UTILITIES	062519	06/27/2019	CITY UTILITIES CYCLE C&D/OPEN..	209-1603-43780	171.88
LYNN'S LANDSCAPE	7571	06/27/2019	COMPLETE CLEAN-UP/NORTH F...	209-1603-47405	748.65
Fund 209 - Fire Total:					10,956.25

Fund: 211 - Law Enforce Prot

BANK OF AMERICA	026068	06/07/2019	Apple Ipad 128GB WIF/Cellular ...	211-2003-44573	2,039.38
TRANS UNION RISK & ALTERNAT..	060119	06/07/2019	Monthly charge for TLO softwar...	211-2003-43770	100.00
BANK OF AMERICA	477862	06/07/2019	Two Way Live Conversation Spe...	211-2003-44573	890.25
BANK OF AMERICA	520636	06/07/2019	HexArmor PointGuard Ultra 40...	211-2003-44573	597.34
KAUFMAN'S WEST, LLC	28388	06/14/2019	5.11 boots	211-2003-44573	529.95
KAUFMAN'S WEST, LLC	28388	06/14/2019	UPS ground shipping	211-2003-44573	25.00
KAUFMAN'S WEST, LLC	28388	06/14/2019	Elbeco short sleeve	211-2003-44573	57.99
KAUFMAN'S WEST, LLC	28388	06/14/2019	Elbeco long sleeve	211-2003-44573	129.98
KAUFMAN'S WEST, LLC	28388	06/14/2019	Research boots	211-2003-44573	146.90
KAUFMAN'S WEST, LLC	28388	06/14/2019	Bianchi belt keepers	211-2003-44573	13.75
KAUFMAN'S WEST, LLC	28388	06/14/2019	Buckleless duty belt	211-2003-44573	86.50
KAUFMAN'S WEST, LLC	28388	06/14/2019	Discount	211-2003-44573	-55.06
Fund 211 - Law Enforce Prot Total:					4,561.98

Fund: 214 - Lodgers Tax

MAINSTREET T OR C	05312019	06/07/2019	Mainstreet lodgers tax FY 18-19	214-2503-47406	6,433.90
VETERANS MEMORIAL TRUST B...	5282019/6062019	06/07/2019	TorC Veterans Memorial-Lodger...	214-2503-47406	535.60
CHAMBER OF COMMERCE	5312019	06/07/2019	Chamber of Commerce-Lodgers...	214-2503-47406	500.00
SIERRA COUNTY ARTS COUNCIL	60232019	06/07/2019	Lodgers Tax FY 18-19	214-2503-47406	2,561.88
T OR C FIESTA, INC	642019	06/07/2019	Lodger's Tax FY18/19	214-2503-47406	1,551.91
LINDMARK OUTDOOR MEDIA	13736/13739	06/14/2019	City Advertising- Open PO FY 18...	214-2503-47597	844.84
GERONIMO TRAIL SCENIC BYW...	6052019	06/14/2019	Geronimo Trail Grant/Funding -...	214-2503-48815	833.40
GERONIMO SPRINGS MUSEUM	6072019	06/14/2019	Geronimo Springs Museum-Sub...	214-2503-48815	1,150.00
T OR C FIESTA, INC	7072019	06/14/2019	Lodger's Tax FY18/19	214-2503-47406	444.46
JOHN DEERE CREDIT, INC.	2174557	06/21/2019	LEASE PAYMENT JD GRMW/FAI...	214-2503-44810	950.73
FRIENDS OF ELEPHANT BUTTE L...	61319	06/21/2019	Friends of EB State Park-Subrec...	214-2503-48811	250.00
Fund 214 - Lodgers Tax Total:					16,056.72

Fund: 216 - Muni Street

SIERRA AUTO/CARQUEST	ID-247599	06/07/2019	OIL PAN DRAIN PLUG	216-4503-47420	2.45
SIERRA AUTO/CARQUEST	ID-247599	06/07/2019	FLASHER THERMALS	216-4503-47420	7.40
CHERRILL'S WESTERN	640829	06/14/2019	WRANGLER SHIRT/BOB WALDR...	216-4503-42620	144.00
CHERRILL'S WESTERN	640829	06/14/2019	WRANGLER JEANS	216-4503-42620	174.00
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	216-4503-43316	191.67
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	216-4503-44615	332.67
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	216-4503-47420	77.21
B & H OIL CO.	47853	06/21/2019	Unleaded Fuel - Open PO FY 18...	216-4503-43316	327.31
B & H OIL CO.	47853	06/21/2019	Diesel Fuel - Open PO FY 18/19	216-4503-43317	2,416.49
Fund 216 - Muni Street Total:					3,673.20

Fund: 294 - State Library

TDS	06172019	06/21/2019	Internet Service/Library Open ...	294-5003-48830	108.45
XEROX CORP.	097110311	06/21/2019	Meter Usage - Open PO FY 18/19	294-5003-48599	27.79
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	294-5003-43775	81.20
Fund 294 - State Library Total:					217.44

Fund: 295 - Muni Pool

QUEST DIAGNOSTICS LAB, INC.	06052019-1	06/07/2019	Screening & MRO Fees- Pool	295-4803-44615	163.20
POOL PRO, LLC	190433	06/07/2019	50# calc. hypochlorite	295-4803-44607	260.00
POOL PRO, LLC	190433	06/07/2019	Shipping	295-4803-44607	105.00
POOL PRO, LLC	190433	06/07/2019	Palintest cyanuric acid	295-4803-44607	73.00
POOL PRO, LLC	190433	06/07/2019	Acid magic (15gal)	295-4803-44607	484.00
DESTINY MITCHELL	5556	06/07/2019	Re-Certification for Jackson Dan...	295-4803-42720	175.00
TDS	MAY 2019-TDS	06/07/2019	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	651.01
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	295-4803-41226	106.10
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	295-4803-41226	100.33

EOM AP Report

Payment Dates: 06/01/2019 - 06/30/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
POOL PRO, LLC	190507	06/21/2019	50# calcium hypochlorite	295-4803-44607	690.00
POOL PRO, LLC	190507	06/21/2019	ACID MAGIC	295-4803-44607	121.00
POOL PRO, LLC	190553	06/21/2019	CPO training registration for Ale...	295-4803-42720	315.00
GRAINGER, INC.	815747498	06/21/2019	Liquid shampoo and bodywash ...	295-4803-44607	100.01
GRAINGER, INC.	815747498	06/21/2019	Shipping	295-4803-44607	26.89
GRAINGER, INC.	815747498	06/21/2019	Antibiotic cream pouches	295-4803-44615	5.64
GRAINGER, INC.	815747498	06/21/2019	Burn cream box wrapped packe...	295-4803-44615	4.80
GRAINGER, INC.	815747498	06/21/2019	Alcohol pads, wipes, box wrapp...	295-4803-44615	6.13
GRAINGER, INC.	815747498	06/21/2019	Fabric strip bandages 1-1/2"x7/...	295-4803-44615	8.09
GRAINGER, INC.	815747498	06/21/2019	Fabric strip bandages 3"x"1	295-4803-44615	11.23
GRAINGER, INC.	815747498	06/21/2019	Sting relief wipes, box wrapped...	295-4803-44615	18.41
GRAINGER, INC.	815747498	06/21/2019	Anitseptic wipes, wrapped pack...	295-4803-44615	5.95
NEW MEXICO GAS COMPANY, I...	061419	06/27/2019	GAS BILLS/SWIMMING POOL	295-4803-43780	1,129.51
SIERRA VISTA HOSPITAL	06242019	06/27/2019	Collection Fees- Pool	295-4803-44615	100.00
CITY UTILITIES	062519	06/27/2019	CITY UTILITIES CYCLE C&D/OPEN..	295-4803-43780	1,941.48
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	295-4803-41226	92.90
QUEST DIAGNOSTICS LAB, INC.	06262019	06/27/2019	Screening & MRO Fees- Pool	295-4803-44615	54.40
I.A.B. MECHANICAL, LLC	19-259	06/27/2019	Temp sensor, install well	295-4803-47415	34.00
I.A.B. MECHANICAL, LLC	19-259	06/27/2019	Tax on labor	295-4803-47415	8.86
I.A.B. MECHANICAL, LLC	19-259	06/27/2019	Labor	295-4803-47415	112.50
Fund 295 - Muni Pool Total:					6,904.44
Fund: 302 - Elec Construction					
NEW MEXICO FINANCE AUTHOR...	060519	06/07/2019	NMFA LOAN PMTS FY 18/19/T...	302-4603-12906	9,914.94
Fund 302 - Elec Construction Total:					9,914.94
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	303-4703-43775	137.21
Fund 303 - Vet Wall Total:					137.21
Fund: 306 - CI Jt Uti					
NEW MEXICO FINANCE AUTHOR...	060519	06/07/2019	NMFA LOAN PMTS FY 18/19/T...	306-6103-12902	10,022.95
NEW MEXICO FINANCE AUTHOR...	060519	06/07/2019	NMFA LOAN PMTS FY 18/19/T...	306-6103-12918	690.58
NEW MEXICO FINANCE AUTHOR...	060519	06/07/2019	NMFA LOAN PMTS FY 18/19/T...	306-6103-12919	7,598.72
WILLIAM I. BUHLER	061319	06/14/2019	FISH POND WATER RIGHTS FY 1...	306-6103-80840	450.00
Fund 306 - CI Jt Uti Total:					18,762.25
Fund: 501 - Cemetary					
CITY UTILITIES	061319	06/14/2019	CITY UTILITIES CYCLE A&B/OPEN..	501-1803-43780	729.49
HOT SPRINGS CEMETERY ASSOC...	061719	06/21/2019	Hot Springs Cemetery Assoc. Co...	501-1803-48599	1,000.00
Fund 501 - Cemetary Total:					1,729.49
Fund: 502 - Util Office - Pool					
VERIZON WIRELESS	060419	06/07/2019	CELL PHONE BILLS/OPEN PO FY ...	502-3601-43775	80.55
QUEST DIAGNOSTICS LAB, INC.	06052019-3	06/07/2019	Screening & MRO Fee/ Utility Of...	502-3601-44615	54.40
STAPLES CONTRACT & COMME...	3414829825	06/07/2019	CLOROX DISINFECTING WIPES	502-3601-44606	26.10
STAPLES CONTRACT & COMME...	3414829825	06/07/2019	GLASS CLEANER	502-3601-44606	23.04
STAPLES CONTRACT & COMME...	3414829825	06/07/2019	LETTER OPENER	502-3601-44606	2.30
STAPLES CONTRACT & COMME...	3414829825	06/07/2019	SELF-INKING STAMP (PAID W/D...	502-3601-44606	18.84
STAPLES CONTRACT & COMME...	3414829825	06/07/2019	5- TAB HANGING FILE	502-3601-44606	23.24
STAPLES CONTRACT & COMME...	3414829825	06/07/2019	PRE-INKED STAMP (RECEIVED)	502-3601-44606	7.09
STAPLES CONTRACT & COMME...	3414829825	06/07/2019	OFFISTAMP INK REFILL	502-3601-44606	8.29
STAPLES CONTRACT & COMME...	3414829825	06/07/2019	CORRUGATED BOXES	502-3601-44606	16.82
STAPLES CONTRACT & COMME...	3414829825	06/07/2019	STAPLER	502-3601-44606	10.84
STAPLES CONTRACT & COMME...	3414829825	06/07/2019	COPY PAPER	502-3601-44606	313.00
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	502-3601-41226	254.52
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	502-3601-41226	254.52
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	502-3601-43316	15.00
POSTMASTER	061419	06/21/2019	Postage Billing 3/13/19	502-3601-43735	500.00
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	502-3601-47420	17.51
XEROX CORP.	096950578	06/21/2019	Xerox FY 18/19	502-3601-44810	490.46
HERALD PUBLISHING CO., INC,	11794	06/21/2019	# 9 Return envelopes for billing	502-3601-43740	875.00
HERALD PUBLISHING CO., INC,	11794	06/21/2019	#10 Window envelopes	502-3601-43740	950.00
PITNEY BOWES INC.	3309007189	06/21/2019	MAINTENANCE CONTRACTS - O...	502-3601-47410	3,712.59

EOM AP Report

Payment Dates: 06/01/2019 - 06/30/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
B & H OIL CO.	47854	06/21/2019	UNLEADED FUEL OPEN PO FY 1...	502-3601-43316	619.52
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	502-3601-43775	401.72
CITY UTILITIES	062519	06/27/2019	CITY UTILITIES CYCLE C&D/OPEN..	502-3601-43780	306.19
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	502-3601-41226	254.52
Fund 502 - Util Office - Pool Total:					9,236.06

Fund: 503 - Electric

VERIZON WIRELESS	060419	06/07/2019	CELL PHONE BILLS/OPEN PO FY ...	503-3702-43775	26.84
SIERRA ELECTRIC CO-OP, INC.	060619	06/07/2019	MIMS CITY LIGHTS FY 18/19	503-3702-43780	563.73
SIERRA ELECTRIC CO-OP, INC.	060619	06/07/2019	POWER SERVICES FY18/19	503-3702-50795	120,684.75
SIERRA COUNTY SENTINEL	104613	06/07/2019	RFP NOTICE/ADVANCED METER...	503-3702-43740	53.98
SIERRA COUNTY SENTINEL	104625	06/07/2019	HELP WANTED ADS/ELECTRIC D...	503-3702-43740	21.43
SSA SOLAR OF NM 4, LLC	11154	06/07/2019	POWER SERVICE/OPEN PO FY 1...	503-3702-50795	38,155.66
ZIA ELECTRICAL PRODUCTS	17340	06/07/2019	PME OVERHEAD 15KV METERI...	503-3702-47415	16,600.00
TWIN PALMS EMBROIDERY, LLC	2061	06/07/2019	BANNER REPAIRS	503-3702-44607	10.00
ZIA UTILITY SERVICES, LLC	3825	06/07/2019	GLOVE TESTING	503-3702-44615	140.00
ZIA UTILITY SERVICES, LLC	3825	06/07/2019	SLEEVE TESTING	503-3702-44615	100.00
ZIA UTILITY SERVICES, LLC	3825	06/07/2019	CLASS 2 MOLDED SLEEVES- LG	503-3702-44615	302.00
ZIA UTILITY SERVICES, LLC	3825	06/07/2019	CLASS 2 MOLDED SLEEVES- XL	503-3702-44615	347.00
ZIA UTILITY SERVICES, LLC	3825	06/07/2019	CLASS 0 GLOVES	503-3702-44615	71.00
WESTERN UNITED ELECTRIC	4135230	06/07/2019	CROSSARM DEADEND 10'	503-3702-47415	765.00
WESTERN UNITED ELECTRIC	4135230	06/07/2019	CROSSARM- DEADEND 8'	503-3702-47415	572.25
IRON MAN CONSTRUCTION	6319	06/07/2019	INSTALL REAR MOUNT PEDESTAL	503-3702-47420	325.87
MARTO ELECTRIC, LLC	652019-1	06/07/2019	SHOOTING RANGE RESTRING &...	503-3702-80810	14,600.00
MARTO ELECTRIC, LLC	652019-1	06/07/2019	N.EXIT RESTRING & POLE REPLA...	503-3702-80810	14,200.00
MARTO ELECTRIC, LLC	652019-1	06/07/2019	POLE,RISER,TERM & CABLE	503-3702-80810	9,000.00
MARTO ELECTRIC, LLC	652019-1	06/07/2019	WATER TOWER	503-3702-80810	5,000.00
MARTO ELECTRIC, LLC	652019-1	06/07/2019	NM STATE TAX	503-3702-80810	4,209.20
MARTO ELECTRIC, LLC	652019-1	06/07/2019	TRAFFIC CONTROL	503-3702-80810	3,200.00
MARTO ELECTRIC, LLC	652019-1	06/07/2019	160' BORE 4"	503-3702-80810	3,520.00
SIERRA AUTO/CARQUEST	ID-248224	06/07/2019	TIES	503-3702-44607	39.99
SIERRA AUTO/CARQUEST	ID-248224	06/07/2019	TRAILER HITCH	503-3702-44607	11.85
SIERRA AUTO/CARQUEST	ID-248224	06/07/2019	TIE TOOL	503-3702-44607	11.99
TDS	MAY 2019-TDS	06/07/2019	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	651.01
IRBY SUPPLY CO.	S011359734	06/07/2019	LITTLE MULE GRIP	503-3702-44607	135.00
IRBY SUPPLY CO.	S011359734	06/07/2019	HAVEN GRIP	503-3702-44607	132.29
IRBY SUPPLY CO.	S011359734	06/07/2019	CHAIN HOIST	503-3702-44607	743.00
IRBY SUPPLY CO.	S011359734	06/07/2019	BODY BELT- SZ-24	503-3702-44615	465.00
CITY UTILITIES	061219	06/14/2019	CITY LANDFILL BILLS - OPEN PO ...	503-3702-43780	7.00
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	503-3702-41226	296.98
CITY UTILITIES	061319	06/14/2019	CITY UTILITIES CYCLE A&B/OPEN..	503-3702-43780	219.54
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	503-3702-41226	296.98
ALBUQUERQUE PUBLISHING CO	10001448338-0510	06/14/2019	RFP NOTICE/ADVANCED METER...	503-3702-43740	77.54
LAS CRUCES SUN NEWS	10-1285587-05102019	06/14/2019	RFP NOTICE/ADVANCED METER...	503-3702-43740	76.51
TRIPLE H SOLAR, LLC	184	06/14/2019	ENGINEERING SERVICE/OPEN P...	503-3702-48599	4,064.70
TRI-STATE GENERATION & TRA...	302058	06/14/2019	POWER SERVICE FY18/19- WHE...	503-3702-50795	30,597.45
MISCO	32802	06/14/2019	28"X48" BUCKET COVER	503-3702-47420	132.00
WESTERN UNITED ELECTRIC	4132681	06/14/2019	ANCHOR ROD 5/8x8	503-3702-47415	95.00
WESTERN UNITED ELECTRIC	4132681	06/14/2019	PIN ARM NYLON THREAD	503-3702-47415	200.00
WESTERN UNITED ELECTRIC	4132681	06/14/2019	LAMP HPS 150W	503-3702-47415	219.60
WESTERN UNITED ELECTRIC	4132681	06/14/2019	LAMP HPS 70W	503-3702-47415	230.40
WESTERN UNITED ELECTRIC	4132681	06/14/2019	INSULATED DEAD END POLYME...	503-3702-47415	499.50
WESTERN UNITED ELECTRIC	4132681	06/14/2019	BOLT- 5/8x8	503-3702-47415	91.25
WESTERN UNITED ELECTRIC	4132681	06/14/2019	INSUL. SPOOL	503-3702-47415	78.30
WESTERN UNITED ELECTRIC	4132681	06/14/2019	ATTACHMENT GUY 5/8	503-3702-47415	100.00
WESTERN UNITED ELECTRIC	4132681	06/14/2019	DEADEND GRIP #2	503-3702-47415	180.00
WESTERN UNITED ELECTRIC	4132681	06/14/2019	GROUND ROD 5/8 x 8	503-3702-47415	100.50
WESTERN UNITED ELECTRIC	4132681	06/14/2019	CLAMP DE AL SIDE OPEN 6-2/0	503-3702-47415	185.00
WESTERN UNITED ELECTRIC	4132681	06/14/2019	2/0 TRIPLEX, RUNCINA 1500' RE...	503-3702-47415	2,940.00
WESTERN UNITED ELECTRIC	4132681	06/14/2019	FUSE LINK , K 30AMP	503-3702-47415	37.00
WESTERN UNITED ELECTRIC	4132681	06/14/2019	2 TRIPLEX CONCH 1800' REEL	503-3702-47415	2,448.00

EOM AP Report

Payment Dates: 06/01/2019 - 06/30/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WESTERN UNITED ELECTRIC	4132681	06/14/2019	FUSE LINK, K 15 AMP	503-3702-47415	34.00
WESTERN UNITED ELECTRIC	4132681	06/14/2019	ELBOW W/TP 15KV	503-3702-47415	390.00
WESTERN UNITED ELECTRIC	4132681	06/14/2019	CLAMP DE AL SIDE OPEN 4-4/0	503-3702-47415	281.25
WESTERN UNITED ELECTRIC	4132681	06/14/2019	BRACKET INSULATED	503-3702-47415	252.00
INTEGRATED TECHNOLOGIES G...	8325	06/14/2019	MS OFFICE HOME & BUSINESS	503-3702-44613	230.00
INTEGRATED TECHNOLOGIES G...	8325	06/14/2019	FOXIT PHANTOM PDF BUSINESS	503-3702-44613	125.00
INTEGRATED TECHNOLOGIES G...	8325	06/14/2019	LABOR: INITIAL CONFIGURATIO...	503-3702-44613	255.00
INTEGRATED TECHNOLOGIES G...	8325	06/14/2019	DELL 24" MONITOR P2419H	503-3702-44613	252.97
INTEGRATED TECHNOLOGIES G...	8325	06/14/2019	DELL OPTIPLEX 7050	503-3702-44613	1,075.00
WESTERN AREA POWER ADMIN	JJPB1798A0519	06/14/2019	POWER SERVICE FY18/19	503-3702-50795	48,264.60
BORDER INTERNATIONAL, LLP	R400009088:01	06/14/2019	FRONT END ALIGNMENT	503-3702-47420	110.88
IRBY SUPPLY CO.	S011345518	06/14/2019	CARHART XXL FIRE RESISTANT ...	503-3702-42620	324.00
IRBY SUPPLY CO.	S011345518	06/14/2019	CARHART XXL FIRE RESISTANT ...	503-3702-42620	324.00
IRBY SUPPLY CO.	S011345518	06/14/2019	24X15 CANVAS TOOL BAG	503-3702-44607	137.94
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	503-3702-44615	296.15
XEROX CORP.	097110316	06/21/2019	BASE CHARGE/METER USAGE FY...	503-3702-44810	42.99
B & H OIL CO.	47857	06/21/2019	UNLEADED FUEL FY 18/19	503-3702-43316	454.01
B & H OIL CO.	47857	06/21/2019	DIESEL FUEL FY 18/19	503-3702-43317	676.34
ALTEC INDUSTRIES, INC	50423277	06/21/2019	LABOR & TRAVEL	503-3702-47420	576.00
ALTEC INDUSTRIES, INC	50423277	06/21/2019	HYDRAULIC VALVE	503-3702-47420	135.46
ALTEC INDUSTRIES, INC	50423277	06/21/2019	HYDRAULIC CYLINDER	503-3702-47420	582.48
ALTEC INDUSTRIES, INC	50423277	06/21/2019	SERVICE;EDF/SHOP SUPPLIES	503-3702-47420	75.34
AMERICAN ELECTRICAL TESTING..	61401	06/21/2019	GAS CART	503-3702-48599	2,654.00
AMERICAN ELECTRICAL TESTING..	61401	06/21/2019	SERVICES	503-3702-48599	9,230.00
AMERICAN ELECTRICAL TESTING..	61401	06/21/2019	PRESSURE GAUGE PARTS	503-3702-48599	3,808.60
PROJECT GRAPHICS, INC	6262	06/21/2019	9/16" QUICK RELEASE SCREEN ...	503-3702-47415	753.15
NEW MEXICO GAS COMPANY, I...	061419	06/27/2019	GAS BILLS/ELECTRIC	503-3702-43780	21.24
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	503-3702-43775	41.94
CITY UTILITIES	062519	06/27/2019	CITY UTILITIES CYCLE C&D/OPEN..	503-3702-43780	4,888.82
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	503-3702-41226	309.50
Fund 503 - Electric Total:					354,434.75

Fund: 504 - Water

VERIZON WIRELESS	060419	06/07/2019	CELL PHONE BILLS/OPEN PO FY ...	504-3803-43775	26.84
SIERRA COUNTY SENTINEL	104654	06/07/2019	Publication 2018 Consumer Con...	504-3803-43740	541.14
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	VLV Box BOT Import Screw 24B ...	504-3803-44607	277.00
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	Full Circle 02"x07.5" STL 02.35-2...	504-3803-44607	250.25
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	Brass LF Hex Bushing 2"x 3/4"	504-3803-44607	81.50
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	Full Circle 04"x07.5 STL 04.45-0...	504-3803-44607	306.25
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	Brass LF Nipple 3/4" x 2" Import	504-3803-44607	81.25
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	Brass LF Hex Bushing 2"x1" 125#...	504-3803-44607	81.50
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	VLV Box Drop Lid Water Tyler 5...	504-3803-44607	90.50
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	VLV Box Paving Riser 2.0" 5-1/4"...	504-3803-44607	74.75
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	Marking Paint Purple	504-3803-44607	65.40
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	MTR Can CVR 20" Lid Only Solid...	504-3803-44607	62.50
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	Bass LF Hex Bushing 1"x3/4"	504-3803-44607	21.00
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	VLV Box Top Import Screw 10T ...	504-3803-44607	148.50
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	VLV Box Paving Riser 3.0" 5-14"...	504-3803-44607	112.50
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	Ultra Tite No Lead Coupling 0.7...	504-3803-44607	234.60
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	Mtr Can CVR 18" Lid Only 12-5/...	504-3803-44607	192.50
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	VLV Box Paving Riser 4.0" 5-1/4"...	504-3803-44607	149.95
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	VLV Box Paving Riser 6.0" 5-1/4"...	504-3803-44607	134.50
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	PVC SCH 40 Coup 3/4" SxS	504-3803-44607	4.80
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	Romac Macro HP 3" Tow Bolt W...	504-3803-44607	126.13
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	Romac Macro HP 12" Two Bolt...	504-3803-44607	1,478.00
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	PolyLoc Can W/Ring 18x24" Lid ...	504-3803-44607	522.00
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	Wrap Clamp 1.05x3" OR 3/4" Fo...	504-3803-44607	465.00
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	PVC Sch40 Cap 3/4" THRD	504-3803-44607	6.00
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	PVC SCH40 Male ADPT 1" MxS	504-3803-44607	6.20
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	Corp Stop No Lead 0.75" CCxGJ...	504-3803-44607	407.50
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	Comp Mtr Can W/Ring Only 24...	504-3803-44607	339.60

EOM AP Report

Payment Dates: 06/01/2019 - 06/30/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	NS Ford S70-404 4"x 1" cc Brass...	504-3803-44607	315.50
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	PVC Sch40 Plug 3/4" THRD	504-3803-44607	10.00
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	NS SCH40 Threaded Cap 1"	504-3803-44607	12.00
BAKER UTILITY SUPPLY CORP.	263393/263894	06/07/2019	PVC SCH40 Plug 1" THRD	504-3803-44607	16.40
STEVE BELL CONSTRUCTION	C17571	06/07/2019	Bedding Sand	504-3803-47415	456.00
STEVE BELL CONSTRUCTION	C17571	06/07/2019	Basecourse	504-3803-47415	576.00
SIERRA AUTO/CARQUEST	ID-247118	06/07/2019	Hyd Fitting	504-3803-47420	6.78
SIERRA AUTO/CARQUEST	ID-247118	06/07/2019	Crimp Fitting	504-3803-47420	6.00
SIERRA AUTO/CARQUEST	ID-248117	06/07/2019	Front Hub Seals	504-3803-47420	25.34
SIERRA AUTO/CARQUEST	ID-248117	06/07/2019	Set Rear Brake Shoes	504-3803-47420	21.12
TDS	MAY 2019-TDS	06/07/2019	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	651.01
TAXATION AND REVENUE	061119	06/14/2019	WATER CONSERVATION FEE 05...	504-3803-43797	1,273.71
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	504-3803-41226	116.42
CITY UTILITIES	061319	06/14/2019	CITY UTILITIES CYCLE A&B/OPEN..	504-3803-43780	534.34
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	504-3803-41226	130.82
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	504-3803-43316	40.00
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	504-3803-44615	105.85
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	504-3803-47420	32.18
BAKER UTILITY SUPPLY CORP.	264086	06/21/2019	Romac Macro HP 4" Two Bolt 4....	504-3803-44607	1,039.50
BAKER UTILITY SUPPLY CORP.	264086	06/21/2019	CL200 PVC Pipe 6"x20" GSK SD...	504-3803-44607	378.00
BAKER UTILITY SUPPLY CORP.	264086	06/21/2019	Romac Macro HP 6" Two Bolt 6....	504-3803-44607	1,381.50
B & H OIL CO.	47856	06/21/2019	Unleaded Fuel	504-3803-43316	354.13
B & H OIL CO.	47856	06/21/2019	Diesel Fuel/ Def 2.5	504-3803-43317	799.23
DPC INDUSTRIES, INC.	747001375-19	06/21/2019	Hazmat Fee	504-3803-44605	1.50
DPC INDUSTRIES, INC.	747001375-19	06/21/2019	Chlorine 150lbs Cylinder	504-3803-44605	923.74
NEW MEXICO GAS COMPANY, I...	061419	06/27/2019	GAS BILLS/WATER	504-3803-43780	27.41
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	504-3803-43775	66.97
CITY UTILITIES	062519	06/27/2019	CITY UTILITIES CYCLE C&D/OPEN..	504-3803-43780	9,296.35
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	504-3803-41226	130.82
Fund 504 - Water Total:					25,016.28

Fund: 505 - Solid Waste

GORDON ENVIRONMENTAL/PSC	01005719.001	06/07/2019	Registration renewals for Collec...	505-3904-43770	9,896.48
VERIZON WIRELESS	060419	06/07/2019	CELL PHONE BILLS/OPEN PO FY ...	505-3904-43775	26.84
CHERRILL'S WESTERN	640828	06/07/2019	Mike Johnson safety boots	505-3904-44615	150.00
FOXWORTH-GALBRAITH	7435171	06/07/2019	4x4x8 treated board	505-3904-44607	17.59
SIERRA AUTO/CARQUEST	ID-247734	06/07/2019	50 LB CO2	505-3904-47420	33.00
SIERRA AUTO/CARQUEST	ID-247734	06/07/2019	XAI PRF51 MIG TIPS	505-3904-47420	27.96
SIERRA AUTO/CARQUEST	ID-247734	06/07/2019	Gas cap	505-3904-47420	7.49
SIERRA AUTO/CARQUEST	ID-248147	06/07/2019	Battery Box Cover	505-3904-47420	60.59
SIERRA AUTO/CARQUEST	ID-248147	06/07/2019	Head Light	505-3904-47420	6.39
SIERRA AUTO/CARQUEST	ID-248148	06/07/2019	147 CF ACETYLENE	505-3904-47420	89.00
TDS	MAY 2019-TDS	06/07/2019	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	651.01
CITY UTILITIES	061219	06/14/2019	CITY LANDFILL BILLS - OPEN PO ...	505-3904-34601	24,344.27
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	505-3904-41226	393.13
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	505-3904-41226	421.93
SUN VALLEY, INC.	145059/6	06/14/2019	4.5 X 1/16 X 7/8 CUT WHEEL	505-3904-47420	35.88
SUN VALLEY, INC.	145059/6	06/14/2019	1/4" CLEVIS SLIP HOOK	505-3904-47420	8.75
SUN VALLEY, INC.	145059/6	06/14/2019	PT 2X 12OZ CHEST PAINT	505-3904-47420	16.76
SUN VALLEY, INC.	146351/6	06/14/2019	35 yd Packaging tape	505-3904-44607	43.96
SUN VALLEY, INC.	146351/6	06/14/2019	24" Synthetic push broom	505-3904-44607	39.58
SUN VALLEY, INC.	146366/6	06/14/2019	2" wht chip brush	505-3904-44607	8.94
SUN VALLEY, INC.	146366/6	06/14/2019	WA 5GAL FLT Deep Base	505-3904-44607	177.00
SUN VALLEY, INC.	146366/6	06/14/2019	SGW 5Gal SG Tint Base	505-3904-44607	372.00
SUN VALLEY, INC.	146366/6	06/14/2019	WA 5GAL SG NTRL SG PAINT	505-3904-44607	152.57
SUN VALLEY, INC.	146366/6	06/14/2019	LTX white traffic paint	505-3904-44607	69.98
SUN VALLEY, INC.	146366/6	06/14/2019	19oz Aero Glass Cleaner	505-3904-44607	39.48
SUN VALLEY, INC.	146366/6	06/14/2019	5" x 1/4" x 7/8" abrasive	505-3904-44607	7.18
SUN VALLEY, INC.	146366/6	06/14/2019	5 lb 3/32 6013 Weld rod	505-3904-44607	37.98
SUN VALLEY, INC.	146366/6	06/14/2019	QT Phthalalo BLU colorant	505-3904-44607	25.33
SUN VALLEY, INC.	146366/6	06/14/2019	40 G Blue zir flap disk	505-3904-44607	16.98

EOM AP Report

Payment Dates: 06/01/2019 - 06/30/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COOPERATIVE EDUCATIONAL S...	24-089413	06/14/2019	10 % Discount	505-3904-80810	-4,457.90
COOPERATIVE EDUCATIONAL S...	24-089413	06/14/2019	3yd Side load container w/ 2 lids..	505-3904-80810	44,579.00
OVERHEAD DOOR CO., INC	90726	06/14/2019	parts to repair west door	505-3904-43403	878.00
OVERHEAD DOOR CO., INC	90726	06/14/2019	labor	505-3904-43403	255.00
OVERHEAD DOOR CO., INC	90726	06/14/2019	tax on labor	505-3904-43403	21.68
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	505-3904-43316	245.85
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	505-3904-44615	664.31
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	505-3904-47420	172.18
XEROX CORP.	097110302	06/21/2019	LA6-283718 Meter Usage	505-3904-44810	32.30
BORDER TIRE, LLC	3003493	06/21/2019	11R 225 Spread Axle- Tire retre...	505-3904-47420	1,360.00
B & H OIL CO.	47852	06/21/2019	Unleaded Fuel - Open PO FY 18...	505-3904-43316	402.64
B & H OIL CO.	47852	06/21/2019	Diesel Fuel - Open PO FY 18/19	505-3904-43317	2,271.22
4 RIVERS EQUIPMENT	698231	06/21/2019	MISC	505-3904-47420	169.90
4 RIVERS EQUIPMENT	698231	06/21/2019	Cutting Edge	505-3904-47420	276.82
4 RIVERS EQUIPMENT	698231	06/21/2019	LABOR	505-3904-47420	790.97
4 RIVERS EQUIPMENT	698231	06/21/2019	Bolts	505-3904-47420	13.44
IRON MAN CONSTRUCTION	70935	06/21/2019	Tax on labor	505-3904-47420	86.25
IRON MAN CONSTRUCTION	70935	06/21/2019	Welding repairs to CAT 420F Ba...	505-3904-47420	913.74
NEW MEXICO GAS COMPANY, I...	061419	06/27/2019	GAS BILLS/RECYCLE CENTER	505-3904-43780	21.44
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	505-3904-43775	162.70
SIERRA VISTA HOSPITAL	06242019-1	06/27/2019	Collection Fees/ Solid Waste De...	505-3904-44615	25.00
CITY UTILITIES	062519	06/27/2019	CITY UTILITIES CYCLE C&D/OPEN...	505-3904-43780	567.89
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	505-3904-41226	421.93
SIERRA AUTO/CARQUEST	ID-249740	06/27/2019	HYDRAULIC FITTING	505-3904-47420	13.16
SIERRA AUTO/CARQUEST	ID-249740	06/27/2019	XBO CRIMPS	505-3904-47420	12.00
SIERRA AUTO/CARQUEST	ID-249740	06/27/2019	HYDRAULIC HOSE- BULK	505-3904-47420	6.45
SIERRA AUTO/CARQUEST	ID-249871	06/27/2019	Hydraulic Fitting	505-3904-47420	7.76
SIERRA AUTO/CARQUEST	ID-249871	06/27/2019	Coolant temp sender	505-3904-47420	4.40
SIERRA AUTO/CARQUEST	ID-249871	06/27/2019	Hrdraulic Fitting	505-3904-47420	18.29
SIERRA AUTO/CARQUEST	ID-249871	06/27/2019	Hydraulic hose	505-3904-47420	18.25
SIERRA AUTO/CARQUEST	ID-249871	06/27/2019	hose crimps	505-3904-47420	12.00
Fund 505 - Solid Waste Total:					87,144.72

Fund: 506 - WWTP

BANK OF AMERICA	015278	06/07/2019	1/2" Compact Size Flowmeter w...	506-4005-43416	183.29
BANK OF AMERICA	015278	06/07/2019	1/2" Compact Size Flowmeter,w...	506-4005-43416	125.25
VERIZON WIRELESS	060419	06/07/2019	CELL PHONE BILLS/OPEN PO FY ...	506-4005-43775	107.40
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Centon Datastick Pro 32GB Flas...	506-4005-44606	41.99
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Duracell D Batteries, 12/pack	506-4005-44606	27.62
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Staples Smooth Paper Clips, 10/...	506-4005-44606	9.25
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Post It Sticky Notes, 12/pk	506-4005-44606	11.10
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Staples Colored, File Folders,3 T...	506-4005-44606	11.23
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Staples 2"Hanging Folders, Lett...	506-4005-44606	11.53
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Duracell Batteries, AA, 24/pk	506-4005-44606	20.26
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Duracell Batties,AAA 24/pk	506-4005-44606	24.25
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Duracell C Batteries, 12/pack	506-4005-44606	21.24
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Brother LC75 Color Ink Cartridg...	506-4005-44606	33.59
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Brother LC 75 Black Ink Cartridge	506-4005-44606	20.29
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Adesso Tru- Form Media1500 W...	506-4005-44606	50.97
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	RCA 2 Line Corded/Cordless Ph...	506-4005-44606	89.99
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Bic Wite -Out Correct Correction...	506-4005-44606	9.09
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Redform Follow up Message Pad	506-4005-44606	4.96
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Post It Telephone Message Not...	506-4005-44606	5.11
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	DNP Panasonic CR123A Batteries	506-4005-44606	42.40
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Centon Datastick, 128 GB	506-4005-44606	28.00
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Smead Hanging File Folders,Gre...	506-4005-44606	5.34
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Staples Wall Files, Clear, 3 pock...	506-4005-44606	7.31
STAPLES CONTRACT & COMME...	3411237154	06/07/2019	Lorell Steel Mesh Phone Stand ...	506-4005-44606	8.40
AQUA ENVIRONMENTAL TESTI...	5158/5159/5166	06/07/2019	TAX	506-4005-44605	39.28
AQUA ENVIRONMENTAL TESTI...	5158/5159/5166	06/07/2019	WeeklyTesting- E-Coli (June27-J...	506-4005-44605	582.00
AQUA ENVIRONMENTAL TESTI...	5165	06/07/2019	BOD-Effluent	506-4005-44605	100.00

EOM AP Report

Payment Dates: 06/01/2019 - 06/30/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AQUA ENVIRONMENTAL TESTI...	5165	06/07/2019	BOD-Influent	506-4005-44605	100.00
AQUA ENVIRONMENTAL TESTI...	5165	06/07/2019	TSS-Influent	506-4005-44605	50.00
AQUA ENVIRONMENTAL TESTI...	5165	06/07/2019	TSS-Effluent	506-4005-44605	70.25
NORTHERN SAFETY CO., INC.	903476759	06/07/2019	NSITridon LT Safety Glasses-Silv...	506-4005-44615	35.20
NORTHERN SAFETY CO., INC.	903476759	06/07/2019	NSITridon LT Clear Safety Glasses	506-4005-44615	45.45
SIERRA AUTO/CARQUEST	ID-248345	06/07/2019	Coolant Air Bleeder Housing-G...	506-4005-47420	56.60
TDS	MAY 2019-TDS	06/07/2019	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	651.01
VILLAGE OF WILLIAMSBURG	061119	06/14/2019	SEWER RECEIPTS 05/19	506-4005-48798	3,883.69
CITY UTILITIES	061219	06/14/2019	CITY LANDFILL BILLS - OPEN PO ...	506-4005-43780	9.50
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	506-4005-41226	241.91
CITY UTILITIES	061319	06/14/2019	CITY UTILITIES CYCLE A&B/OPEN...	506-4005-43780	248.68
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	506-4005-41226	244.55
SUN VALLEY, INC.	146381/6	06/14/2019	ME100' 16/30RG EXT Cord	506-4005-44607	43.98
SUN VALLEY, INC.	146381/6	06/14/2019	GT Circ Spot Sprinkler	506-4005-44607	5.49
SUN VALLEY, INC.	146381/6	06/14/2019	GT Full SZ Zinc Nozzle	506-4005-44607	19.98
SUN VALLEY, INC.	146381/6	06/14/2019	5/8x50 Red Ind Rubber Hose	506-4005-44607	107.98
SUN VALLEY, INC.	146381/6	06/14/2019	2lb Fire Ant Bait	506-4005-44607	75.96
SUN VALLEY, INC.	146381/6	06/14/2019	GT 5/8x100 Blk Rubber Hose	506-4005-44607	53.67
SUN VALLEY, INC.	146381/6	06/14/2019	18" Hedge Trimmer	506-4005-44607	44.99
SUN VALLEY, INC.	146381/6	06/14/2019	3/8x3/8x20 FCT Connector	506-4005-44607	39.95
SUN VALLEY, INC.	146381/6	06/14/2019	Pro LG Ang Broom	506-4005-44607	12.99
USA BLUEBOOK	912667	06/14/2019	Tuf Pump II	506-4005-44607	305.54
GRAINGER, INC.	9190897968	06/14/2019	Amber Low Profile Light Bar, Pe...	506-4005-47420	1,036.68
GRAINGER, INC.	9190897968	06/14/2019	Truck Box, Silver	506-4005-47420	903.08
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	506-4005-43316	30.00
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	506-4005-44615	604.91
INTERNAL SERVICE FUND	061419	06/21/2019	OIL-MAINT-SAFETY 05/19	506-4005-47420	35.40
COVE ENVIRONMENTAL, LLC	111-2-19	06/21/2019	C.Dubia Chronic	506-4005-44605	1,200.00
COVE ENVIRONMENTAL, LLC	111-2-19	06/21/2019	P. Promelas Chronic * Shipping	506-4005-44605	600.00
INTERLAB	22797	06/21/2019	Acrylonitrile	506-4005-44605	1,260.00
INTERLAB	22797	06/21/2019	Cadmium	506-4005-44605	450.00
INTERLAB	22797	06/21/2019	TSS-Influent	506-4005-44605	217.89
INTERLAB	22797	06/21/2019	Bod-Effluent	506-4005-44605	140.00
INTERLAB	22797	06/21/2019	Bod-Influent	506-4005-44605	140.00
INTERLAB	22797	06/21/2019	TSS-Effluent	506-4005-44605	45.00
INTERLAB	22828	06/21/2019	Hexachlorobenzene	506-4005-44605	86.04
INTERLAB	22828	06/21/2019	Oil & Grease	506-4005-44605	45.00
INTERLAB	22828	06/21/2019	Total Phosphorous	506-4005-44605	18.00
INTERLAB	22828	06/21/2019	Total Nitrogen	506-4005-44605	60.00
INTERLAB	22829	06/21/2019	Pollutants Scan	506-4005-44605	1,124.28
B & H OIL CO.	47855	06/21/2019	Unleaded Fuel	506-4005-43316	1,124.88
B & H OIL CO.	47855	06/21/2019	Diesel Fuel	506-4005-43317	869.27
AQUA ENVIRONMENTAL TESTI...	5208	06/21/2019	TAX	506-4005-44605	9.82
AQUA ENVIRONMENTAL TESTI...	5208	06/21/2019	WeeklyTesting- E-Coli (June27-J...	506-4005-44605	145.50
INTEGRATED TECHNOLOGIES G...	6654	06/21/2019	Office 365 Business 1 yr Sub.	506-4005-43770	99.00
INTEGRATED TECHNOLOGIES G...	6654	06/21/2019	Optiplex 7060 MT	506-4005-44613	2,490.00
INTEGRATED TECHNOLOGIES G...	6654	06/21/2019	LABOR	506-4005-44613	273.97
DPC INDUSTRIES, INC.	DE7400033519	06/21/2019	Demurrage/Rental of Chlorine ...	506-4005-44607	55.00
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	506-4005-43775	98.28
CITY UTILITIES	062519	06/27/2019	CITY UTILITIES CYCLE C&D/OPEN...	506-4005-43780	8,775.15
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	506-4005-41226	247.55
TELEDYNE ISCO, INC.	5020333038	06/27/2019	Replacement Refrigeration Ass...	506-4005-43416	1,414.00
Fund 506 - WWTP Total:					31,567.21
Fund: 507 - Solid Waste Transfer Station					
CITY OF LAS CRUCES	64175	06/07/2019	Solid Waste Disposal Transport...	507-4203-45601	38,475.12
SUN VALLEY, INC.	1460535/6	06/14/2019	2.83 X 35 YD PACKAGING TAPE	507-4203-44607	20.88
GORDON ENVIRONMENTAL/PSC	01005619.00-3	06/21/2019	Gordon Enviromental PSC Landfi...	507-4203-80845	1,729.46
XEROX CORP.	097110302	06/21/2019	E1B-082733 Base Charge/Meter...	507-4203-44810	95.73
B & H OIL CO.	47766	06/21/2019	Diesel for Bulk Tank - Open PO ...	507-4203-43317	706.94

EOM AP Report

Payment Dates: 06/01/2019 - 06/30/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RUSTY'S WEIGH SCALES & SERV...	190617-1030	06/27/2019	RE-CALIBRATION OF SCALE - M...	507-4203-47410	534.99
Fund 507 - Solid Waste Transfer Station Total:					41,563.12
Fund: 508 - Golf Course					
TURF CONTROL, LLC	8478	06/07/2019	855 COMPLETE VIH PURCHASE -...	508-4303-47415	7,197.50
SIERRA AUTO/CARQUEST	ID-247876	06/07/2019	BATTERY- SILVER	508-4303-47420	186.16
SIERRA AUTO/CARQUEST	ID-248455	06/07/2019	KIT ATO SPR VALUE PK	508-4303-47420	11.14
SIERRA AUTO/CARQUEST	ID-248455	06/07/2019	RELAY	508-4303-47420	32.31
SIERRA AUTO/CARQUEST	ID-248455	06/07/2019	UTILITY KNIFE	508-4303-47420	15.99
SIERRA AUTO/CARQUEST	ID-248455	06/07/2019	BATTERY- SILVER	508-4303-47420	91.86
SIERRA AUTO/CARQUEST	ID-248455	06/07/2019	MULTI METER	508-4303-47420	10.99
SIERRA AUTO/CARQUEST	ID-248455	06/07/2019	KIT MINI32V/JCASE32V	508-4303-47420	21.05
SIERRA AUTO/CARQUEST	ID-248455	06/07/2019	COTTER PIN	508-4303-47420	9.99
SIERRA AUTO/CARQUEST	ID-248505	06/07/2019	XBO V BELT	508-4303-47420	95.99
CITY UTILITIES	061319	06/14/2019	CITY UTILITIES CYCLE A&B/OPEN..	508-4303-43780	1,419.46
TRACTOR SUPPLY COMPANY	200171841	06/14/2019	24 X 52 STEEL LAWN ROLLER	508-4303-44607	329.40
TRACTOR SUPPLY COMPANY	200171841	06/14/2019	GW FORK MANURE 6 TINE FOR...	508-4303-44607	39.99
FRONTERA RADIATORS & PARTS..	LC-1000438	06/14/2019	Jacobson Greenskins plus core	508-4303-47420	349.99
XEROX CORP.	09650580	06/21/2019	XEROX OPEN PO FY -18/19	508-4303-43465	176.76
INTEGRATED TECHNOLOGIES G...	6624	06/21/2019	Installation and initial configurat..	508-4303-44613	273.97
INTEGRATED TECHNOLOGIES G...	6624	06/21/2019	Optiplex 3050 MT	508-4303-44613	1,198.00
YAMAHA MOTOR FINANCE COR...	673297	06/21/2019	2018 Yamaha Quietech EFI Golf...	508-4303-43465	903.51
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	508-4303-43775	175.32
Fund 508 - Golf Course Total:					12,539.38
Fund: 509 - Muni Airport					
VERIZON WIRELESS	060419	06/07/2019	CELL PHONE BILLS/OPEN PO FY ...	509-4403-43775	134.25
NMED PETROLEUM STORAGE T...	303604	06/07/2019	STORAGE TANK FEE/AIRPORT	509-4403-43770	200.00
BANK OF AMERICA	582045	06/07/2019	Calibration Container	509-4403-44607	117.48
NM RETIREE HEALTH CARE	061319	06/14/2019	BENEFIT PR ENDING 05/24/19	509-4403-41226	73.06
NM RETIREE HEALTH CARE	061319-1	06/14/2019	BENEFIT PR ENDING 06/07/19	509-4403-41226	73.06
ARMSTRONG CONSULTANTS, I...	19-186547-01	06/14/2019	Engineer services for fuel farm	509-4403-48599	11,500.00
B & H OIL CO.	47861	06/21/2019	Unleaded Fuel - Open PO FY 18...	509-4403-43316	122.42
TOTAL EQUIPMENT & RENTAL ...	P23693	06/21/2019	Lower Link for Toolcat	509-4403-47420	302.51
WINDSTREAM CORPORATION	062419	06/27/2019	PHONE BILLS - OPEN PO FY 18/...	509-4403-43775	344.50
SIERRA ELECTRIC CO-OP, INC.	062419	06/27/2019	PIPPEN BUILDING	509-4403-43780	39.34
SIERRA ELECTRIC CO-OP, INC.	062419	06/27/2019	AIRPORT FUELING STATON	509-4403-43780	769.88
SIERRA ELECTRIC CO-OP, INC.	062419	06/27/2019	AIRPORT FIRE STATION	509-4403-43780	57.50
NM RETIREE HEALTH CARE	062619	06/27/2019	BENEFIT PR ENDING 06/21/19	509-4403-41226	73.06
Fund 509 - Muni Airport Total:					13,807.06
Fund: 600 - Internal Serv					
O'REILLY AUTO PARTS, INC.	2162-393604	06/07/2019	AIR FILTERS	600-7003-47420	207.80
O'REILLY AUTO PARTS, INC.	2162-393604	06/07/2019	AIR FILTERS	600-7003-47420	41.60
O'REILLY AUTO PARTS, INC.	2162-393604	06/07/2019	AIR FILTERS	600-7003-47420	57.84
O'REILLY AUTO PARTS, INC.	2162-393604	06/07/2019	OIL FILTERS	600-7003-47420	127.16
O'REILLY AUTO PARTS, INC.	2162-393604	06/07/2019	AIR FILTERS	600-7003-47420	74.00
O'REILLY AUTO PARTS, INC.	2162-393604	06/07/2019	AIR FILTERS	600-7003-47420	148.88
O'REILLY AUTO PARTS, INC.	2162-393604	06/07/2019	OIL FITLERS	600-7003-47420	21.52
O'REILLY AUTO PARTS, INC.	2162-393604	06/07/2019	FUEL FILTERS	600-7003-47420	19.12
O'REILLY AUTO PARTS, INC.	2162-393604	06/07/2019	OIL FILTERS	600-7003-47420	30.92
O'REILLY AUTO PARTS, INC.	2162-393604	06/07/2019	AIR FILTERS	600-7003-47420	64.84
O'REILLY AUTO PARTS, INC.	2162-393604	06/07/2019	FUEL FILTERS	600-7003-47420	35.68
SAFETY FLARE, INC.	111513	06/14/2019	ANNUAL FIRE EXTINGUISHER IN...	600-7003-44615	4,605.21
Fund 600 - Internal Serv Total:					5,434.57
Grand Total:					893,822.04

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	236,611.97
201 - Corrections	3,553.00
209 - Fire	10,956.25
211 - Law Enforce Prot	4,561.98
214 - Lodgers Tax	16,056.72
216 - Muni Street	3,673.20
294 - State Library	217.44
295 - Muni Pool	6,904.44
302 - Elec Construction	9,914.94
303 - Vet Wall	137.21
306 - Cl Jt Uti	18,762.25
501 - Cemetary	1,729.49
502 - Util Office - Pool	9,236.06
503 - Electric	354,434.75
504 - Water	25,016.28
505 - Solid Waste	87,144.72
506 - WWTP	31,567.21
507 - Solid Waste Transfer Station	41,563.12
508 - Golf Course	12,539.38
509 - Muni Airport	13,807.06
600 - Internal Serv	5,434.57
Grand Total:	893,822.04

Account Summary

Account Number	Account Name	Payment Amount
101-1000-42720	EMPLOYEE TRAINING-GO...	294.08
101-1000-43597	ATTORNEY FEES-GOVERN...	4,267.48
101-1000-60725	GRANTS TO SUB-RECIPIE...	16,628.50
101-1001-41226	RETIREE INSURANCE-OFF ...	378.25
101-1001-42305	MILEAGE REIMBURSEME...	131.12
101-1001-43740	PRINTING/PUBLISHING	592.74
101-1001-43770	SUBSCRIPTION & DUES	70.00
101-1001-43775	TELEPHONE	336.38
101-1001-44606	OFFICE SUPPLIES	97.76
101-1001-44810	EQUIPMENT & MACHINE...	324.96
101-1002-41226	RETIREE INSURANCE-MUN..	127.80
101-1002-43775	TELEPHONE	93.18
101-1002-48599	PROFESSIONAL SERVICES	8,463.00
101-1002-60576	Grant Expenses/JAF GRA...	1,906.51
101-1002-60840	OTHER CAP PUR/AOC/JID ...	236.57
101-1003-41226	RETIREE INSURANCE-OFF ...	460.26
101-1003-42310	PER DIEM-OFF CITY MAN...	97.00
101-1003-42720	EMPLOYEE TRAINING-OFF...	690.00
101-1003-43316	GAS & OIL	334.54
101-1003-43740	PRINTING/PUBLISHING	284.81
101-1003-43775	TELEPHONE	444.25
101-1003-44606	OFFICE SUPPLIES	1,770.97
101-1003-44615	SAFETY EQUIPMENT	79.40
101-1003-44810	EQUIPMENT & MACHINE...	284.40
101-1003-60781	NM CLEAN & BEAUTIFUL ...	22,004.47
101-1003-60784	Grant Expenses	21,999.36
101-1004-41226	RETIREE INSURANCE-ADM...	631.96
101-1004-43770	SUBSCRIPTION & DUES	1,325.83
101-1004-43775	TELEPHONE	387.63
101-1004-44810	EQUIPMENT & MACHINE...	250.99
101-1004-48596	AUDIT CONTRACT-ADMIN...	15,749.75
101-1004-48599	OTHER CONTRACTUAL SE...	9,848.44

Account Summary

Account Number	Account Name	Payment Amount
101-1007-41226	RETIREE INSURANCE-POLI...	2,768.34
101-1007-42310	PER DIEM-POLICE DEPT	274.00
101-1007-43316	GAS & OIL	3,204.40
101-1007-43403	REGULAR BUILDING MAI...	445.28
101-1007-43740	PRINTING/PUBLISHING	42.32
101-1007-43775	TELEPHONE	743.06
101-1007-44606	OFFICE SUPPLIES	863.45
101-1007-44607	FIELD SUPPLIES	35.24
101-1007-44615	SAFETY EQUIPMENT	470.18
101-1007-44810	EQUIPMENT & MACHINE...	233.11
101-1007-47420	MAINTENANCE VEHICLE/...	260.58
101-1008-41226	RETIREE INSURANCE-COD...	612.57
101-1008-42620	UNIFORMS LINEN-CODE ...	165.79
101-1008-43316	GAS & OIL	497.10
101-1008-43775	TELEPHONE	153.20
101-1008-44607	FIELD SUPP-CODE ENF/AN...	1,182.96
101-1008-44615	SAFETY EQUIPMENT	38.52
101-1008-45555	Miscellaneous Exp	92.50
101-1008-48599	OTHER CONTRACTUAL SE...	873.41
101-1009-41226	RETIREE INSURANCE-MUN..	297.78
101-1009-43316	GAS & OIL	586.16
101-1009-43317	DIESEL-RECREATION	207.85
101-1009-43465	RENT OF EQUIPMENT	211.31
101-1009-43775	TELEPHONE	275.68
101-1009-44607	FIELD SUPPLIES-MUNI RE...	545.19
101-1009-44615	SAFETY EQUIPMENT	170.17
101-1009-47410	Maintenance Contracts	800.00
101-1009-47420	MAINTENANCE VEHICLE/...	1,388.72
101-1009-48599	OTHER CONTRACTUAL SE...	900.00
101-1010-41226	RETIREE INSURANCE-BUIL...	136.80
101-1010-43775	TELEPHONE	348.37
101-1010-44613	NON-CAPITAL ITEMS	659.94
101-1010-48598	PROFESSIONAL SERVICES	1,712.27
101-1011-41226	RETIREE INSURANCE-STRE...	790.47
101-1011-43775	TELEPHONE	51.07
101-1012-41226	RETIREE INSURANCE-FLEE...	113.76
101-1012-43775	TELEPHONE	208.97
101-1012-44615	SAFETY EQUIPMENT	105.23
101-1012-47420	MAINTENANCE-VEHICLE/...	191.98
101-1014-41226	RETIREE INSURANCE-FACI...	675.52
101-1014-42720	EMPLOYEE TRAINING-FAC...	220.00
101-1014-43316	GAS & OIL	648.05
101-1014-43403	REGULAR BUILDING MAI...	2,487.10
101-1014-43740	PRINTING/PUBLISHING	22.24
101-1014-43775	TELEPHONE	340.99
101-1014-44607	FIELD SUPPLIES-FACILITY ...	1,530.68
101-1014-44615	SAFETY EQUIPMENT	1,956.76
101-1014-47410	MAINTENANCE CONTRAC...	107.88
101-1016-41226	RETIREE INSURANCE-LIBR...	476.67
101-1017-48599	OTHER CONTRACTUAL SE...	78,550.98
101-1018-43780	UTILITIES	16,044.98
101-1099-34348	RENT OF PUBLIC FACILITIES	300.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	798.00
201-1903-48710	CARE OF PRISONERS-COR...	2,755.00
209-1603-42310	PER DIEM-STATE FIRE FU...	1,846.80
209-1603-43316	GAS & OIL	237.60
209-1603-43770	SUBSCRIPTION & DUES	694.55
209-1603-43775	TELEPHONE	117.45

Account Summary

Account Number	Account Name	Payment Amount
209-1603-43780	UTILITIES	478.29
209-1603-47405	MAINTENANCE-BUILDING...	1,141.37
209-1603-47420	MAINTENANCE VEHICLE/...	1,220.19
209-1603-80845	OTHER CAPITAL PURCHAS...	5,220.00
211-2003-43770	SUBSCRIPTION & DUES	100.00
211-2003-44573	UNIFORM & EQUIPMENT	4,461.98
214-2503-44810	EQUIPMENT & MACHINE...	950.73
214-2503-47406	PROMOTIONAL/ADVERTIS...	12,027.75
214-2503-47597	9% ADVERTISING/MARKET..	844.84
214-2503-48811	SERV CONTRACT(FRIENDS...	250.00
214-2503-48815	SERVICE CONTRACTS-LO...	1,983.40
216-4503-42620	UNIFORM LINEN-MUNI S...	318.00
216-4503-43316	GAS & OIL	518.98
216-4503-43317	DIESEL FUEL-STREET MAI...	2,416.49
216-4503-44615	SAFETY EQUIPMENT	332.67
216-4503-47420	MAINT.VEHICLE/FURN/E...	87.06
294-5003-43775	TELEPHONE	81.20
294-5003-48599	OTHER CONTRACTUAL SE...	27.79
294-5003-48830	LIBRARY ACQUISITION (B...	108.45
295-4803-41226	RETIREE INSURANCE-MUN..	299.33
295-4803-42720	EMPLOYEE TRAINING-M...	490.00
295-4803-43780	UTILITIES-MUNI POOL	3,722.00
295-4803-44607	FIELD SUPPLIES-MUNI PO...	1,859.90
295-4803-44615	SAFETY EQUIPMENT	377.85
295-4803-47415	MAINTENANCE-GROUNDS	155.36
302-4603-12906	CWPA TORC 6 OPERATING	9,914.94
303-4703-43775	TELEPHONE	137.21
306-6103-12902	CWPA TORC 2 OPERATING	10,022.95
306-6103-12918	CWPA TORC 18 OPERATI...	690.58
306-6103-12919	CWPA TORC 19 OPERATI...	7,598.72
306-6103-80840	WATER RIGHTS-CI JOINT ...	450.00
501-1803-43780	UTILITIES	729.49
501-1803-48599	OTHER CONTRACTUAL SE...	1,000.00
502-3601-41226	RETIREE INSURANCE-UTIL...	763.56
502-3601-43316	GAS & OIL	634.52
502-3601-43735	POSTAGE & MAIL SERVICE...	500.00
502-3601-43740	PRINTING/PUBLISHING	1,825.00
502-3601-43775	TELEPHONE	482.27
502-3601-43780	UTILITIES	306.19
502-3601-44606	OFFICE SUPPLIES	449.56
502-3601-44615	SAFETY EQUIPMENT	54.40
502-3601-44810	EQUIPMENT & MACHINE	490.46
502-3601-47410	MAINTENANCE CONTRAC...	3,712.59
502-3601-47420	MAINT. FURNITURE/FIX/...	17.51
503-3702-41226	RETIREE INSURANCE-ELEC...	903.46
503-3702-42620	UNIFORM/LINEN-ELECTRI...	648.00
503-3702-43316	GAS & OIL	454.01
503-3702-43317	DIESEL FUEL-ELECTRIC DIV...	676.34
503-3702-43740	PRINTING/PUBLISHING	229.46
503-3702-43775	TELEPHONE	68.78
503-3702-43780	UTILITIES	6,351.34
503-3702-44607	FIELD SUPPLIES	1,222.06
503-3702-44613	NON-CAPITAL ITEMS	1,937.97
503-3702-44615	SAFETY EQUIPMENT	1,721.15
503-3702-44810	EQUIPMENT/MACHINERY...	42.99
503-3702-47415	MAINTENANCE/GROUNDS..	27,052.20
503-3702-47420	MAINTENANCE-VEHICLE/...	1,938.03
503-3702-48599	OTHER CONTRACTUAL SE...	19,757.30

Account Summary

Account Number	Account Name	Payment Amount
503-3702-50795	WHOLESALE POWER COS...	237,702.46
503-3702-80810	OTHER CAPITAL EQUIPM...	53,729.20
504-3803-41226	RETIREE INSURANCE-WAT...	378.06
504-3803-43316	GAS & OIL	394.13
504-3803-43317	DIESEL-WATER DIVISION	799.23
504-3803-43740	PRINTING/PUBLISHING	541.14
504-3803-43775	TELEPHONE	93.81
504-3803-43780	UTILITIES	10,509.11
504-3803-43797	WATER CONSERVATION-...	1,273.71
504-3803-44605	CHEMICALS/LABORATORY...	925.24
504-3803-44607	FIELD SUPPLIES-WATER D...	8,872.58
504-3803-44615	SAFETY EQUIPMENT	105.85
504-3803-47415	MAINTENANCE-GROUNDS..	1,032.00
504-3803-47420	MAINTENANCE-VEHICLE/...	91.42
505-3904-34601	WASTE DISPOSAL	24,344.27
505-3904-41226	RETIREE INSURANCE-SOLI...	1,236.99
505-3904-43316	GAS & OIL	648.49
505-3904-43317	DIESEL FUEL-SOLID WASTE..	2,271.22
505-3904-43403	REGULAR BUILDING MAI...	1,154.68
505-3904-43770	SUBSCRIPTION & DUES	9,896.48
505-3904-43775	TELEPHONE	189.54
505-3904-43780	UTILITIES	1,240.34
505-3904-44607	FIELD SUPPLIES-SOLID WA...	1,008.57
505-3904-44615	SAFETY EQUIPMENT	839.31
505-3904-44810	EQUIPMENT & MACHINE...	32.30
505-3904-47420	MAINTENANCE-VEHICLE/...	4,161.43
505-3904-80810	OTHER CAPITAL EQUIPM...	40,121.10
506-4005-41226	RETIREE INSURANCE-WAS...	734.01
506-4005-43316	GAS & OIL	1,154.88
506-4005-43317	DIESEL FUEL-WASTEWAT...	869.27
506-4005-43416	O & M PURCHASES-WAST...	1,722.54
506-4005-43770	SUBSCRIPTION & DUES	99.00
506-4005-43775	TELEPHONE	205.68
506-4005-43780	UTILITIES	9,684.34
506-4005-44605	CHEMICALS/LABORATORY...	6,483.06
506-4005-44606	OFFICE SUPPLIES	483.92
506-4005-44607	FIELD SUPPLIES-WASTEW...	765.53
506-4005-44613	NON-CAPITAL ITEMS	2,763.97
506-4005-44615	SAFETY EQUIPMENT	685.56
506-4005-47420	MAINTENANCE-VEHICLE/...	2,031.76
506-4005-48798	VILLAGE OF WILLIAMSBU...	3,883.69
507-4203-43317	DIESEL FUEL-LANDFILL	706.94
507-4203-44607	FIELD SUPPLIES	20.88
507-4203-44810	EQUIPMENT & MACHINE...	95.73
507-4203-45601	WASTE DISPOSAL	38,475.12
507-4203-47410	MAINTENANCE CONTRAC...	534.99
507-4203-80845	CAPITAL PURCHASES(LAN...	1,729.46
508-4303-43465	RENT OF EQUIPMENT	1,080.27
508-4303-43775	TELEPHONE	175.32
508-4303-43780	UTILITIES	1,419.46
508-4303-44607	FIELD SUPPLIES	369.39
508-4303-44613	NON-CAPITAL ITEMS	1,471.97
508-4303-47415	MAINTENANCE-GROUNDS	7,197.50
508-4303-47420	MAINTENANCE VEHICLE/...	825.47
509-4403-41226	RETIREE INSURANCE-AIR...	219.18
509-4403-43316	GAS & DIESEL	122.42
509-4403-43770	SUBSCRIPTION & DUES	200.00
509-4403-43775	TELEPHONE	478.75

Account Summary

Account Number	Account Name	Payment Amount
509-4403-43780	UTILITIES	866.72
509-4403-44607	FIELD SUPPLIES	117.48
509-4403-47420	MAINTENANCE VEH/EQUI...	302.51
509-4403-48599	OTHER CONTRACTUAL SE...	11,500.00
600-7003-44615	SAFETY EQUIPMENT	4,605.21
600-7003-47420	MAINTENANCE-VEHICLE/...	829.36
Grand Total:		893,822.04

Project Account Summary

Project Account Key	Payment Amount
None	893,822.04
Grand Total:	893,822.04



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **G.1**

SUBJECT: Public Hearing and Final Adoption of Ordinance No. 702 amending the Code of Ordinances by adding a Section related to Sale of Real Property pursuant to §NMSA 1978 3-54-1.

DEPARTMENT: City Attorney

DATE SUBMITTED: May 30, 2019

SUBMITTED BY: Jay Rubin, City Attorney

WHO WILL PRESENT THE ITEM: Morris Madrid, City Manager/Jay Rubin

Summary/Background:

The City received an offer from AB Southwest to purchase real property owned by the City. The proposed purchase price is \$70,000.00, which is equal to the appraised value. Pursuant to Section 3-54-1, the proposed Agreement must be approved by ordinance.

Recommendation:

Approve the Final Adoption of Ordinance No. 702 amending the Code of Ordinances by adding a Section related to Sale of Real Property pursuant to §NMSA 1978 3-54-1.

Attachments:

- Ordinance No. 702

Fiscal Impact (Finance): Yes

Revenue of \$70,000

Legal Review (City Attorney): Yes

City Attorney prepared the proposed ordinance.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. 702

Continued To: - Referred To: -

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

File Name: 07-10-2019/AR Ordinance. 702 Sale of Real Property 05-31-2019

ORDINANCE 685

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES CODE OF ORDINANCES; BY ADDING A SECTION THAT AUTHORIZES, PURSUANT TO SECTION 3-54-1 NMSA 1978, THE SALE OF REAL PROPERTY

A. WHEREAS, the City of Truth or Consequences, New Mexico (the "City") is a legally created, established, organized and existing incorporated municipality under the constitution and laws of the State of New Mexico; and

B. WHEREAS, the City owns certain real property located within its boundaries specifically described as follows:

A 7.16-acre tract of undeveloped land along the south right-of-way line of E 2nd Avenue between Kopra Street and Locust Street proximate to the central business district of Truth or Consequences, Sierra County, NM acquired by condemnation by the City of Truth or Consequences (now owner of record). Said tract is located within NW/4 of the SE/4 of the SW/4 of Section 33, Township 135, Range 4W, NMPM.

C. WHEREAS, the City has negotiated a Purchase Agreement with AB Southwest, a New Mexico Limited Liability Company, whereby the City shall convey its interest in and to the above-described property to AB Southwest; and

D. WHEREAS, the City has determined that the real property is not needed for any other purpose; and

E. WHEREAS, under Section 3-54-1 NMSA 1978, the City is required to obtain an appraisal from a qualified appraiser of any property to be sold, and said appraisal was obtained on February 5, 2019 from Eric Van Pelt, certified appraiser. The appraised value was determined to be \$70,000.00; and

F. WHEREAS, the gross proposed sales price is equal to the appraised value.

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

Section 1. Authority. The City is authorized to convey interests in real property pursuant to the provisions of Section 3-54-1, N.M.S.A. (1978).

Section 2. Material Terms Purchase Agreement.

A. The City shall sell and convey the above-described property to AB Southwest, a New Mexico Limited Liability Company for the consideration of **SEVENTY THOUSAND DOLLARS (\$70,000.00)** to be paid at closing. Attached

hereto are the Purchase Agreement and the related documents which confirms the terms of agreement.

B. The closing costs shall be equally divided between the parties.

C. The Purchaser acknowledged that he is buying the property in an "as is" condition, and the City has made no warranties or representations regarding the real Property, nor whether the real property can be used for any particular purpose.

Section 3. Effective Date. This Ordinance shall be effective forty-five (45) days after its adoption.

Section 4. Severability. If any section, paragraph, clause or provision shall be held to be valid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

PASSED, ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF _____, 2019.

CITY OF TRUTH OR CONSEQUENCES

By _____
SANDRA WHITEHEAD, Mayor

ATTEST:

By _____
RENEE CANTIN, City Clerk



NEW MEXICO ASSOCIATION OF REALTORS® COMPENSATION TO BROKER AGREEMENT / UNLISTED PROPERTY 2019 PART I – BROKER DUTIES

1. PROPERTY.

Address	City	State	Zip Code
A tract in the NW/4 of the SE/4 of the SW/4 of Section 33, Township 13S, Range 4W, NMPM, in the City of Truth or Consequ			
Legal Description			
or see metes & bounds description attached as Exhibit <u>Sierra</u> County, New Mexico.			

2. **COMPENSATION.** Seller will pay Broker Compensation of plus applicable gross receipts tax upon: 3%
 - A. Closing of the sale, lease or exchange of the Property to ☐ any Buyer or ☒ (specific Buyer) introduced to the Property by Broker unless previously excluded by Seller in writing; or
 - B. Sale of the Property within 90 days after the term of this Agreement (the "protection period") to person(s) to whom Broker firm has introduced the Property during the term. PROVIDED HOWEVER, that Broker submits to Seller a notice or other writing, either before or within five days after the end of the Term, which discloses the names of the prospective Buyers.
Payment of this compensation by Seller to Broker will not create an agency or any other representation relationship between them. If Broker uses the services of an attorney to enforce Broker's right to compensation, damages will include reasonable attorneys' fees.
3. **TERM.** The Term of this Agreement will begin on 5/3/2019 and terminate at 11:59 pm Mountain Time on 9/3/2019. If the Property is under Contract of the Seller is negotiating the sale, lease or exchange of the Property with a buyer or Tenant under this Agreement on the date this Agreement would otherwise terminate, the term will automatically be extended through the closing, the date the lease is fully executed or other final disposition of said Property. The word "Term" as used in this Agreement will include all extensions.
4. **LEAD-BASED PAINT DISCLOSURE AND INFORMATION REQUIREMENTS.** If residence on the Property was constructed prior to 1978, Seller cannot legally accept an offer until Seller has provided, and Buyer has received and acknowledged receipt in writing of the following (See NMAR Form 5112 - Lead-Based Paint Addendum to Purchase Agreement):
 - A. HUD Pamphlet entitled "Protect Your Family from Lead in Your Home";
 - B. a disclosure of all known presence of lead-based paint and lead-based paint hazards; and
 - C. a list and copies of all reports and/or records available to Seller pertaining to lead-based paint and lead-based paint hazards on the Property.
5. **MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally the costs of the mediation. If a mediator cannot be agreed upon or mediation is unsuccessful, the parties may enforce their rights and obligations under this Agreement in any manner provided by New Mexico law.
6. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be varied only by a document signed by both parties.
7. **FORCE MAJEURE.** Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR Forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.



NEW MEXICO ASSOCIATION OF REALTORS® COMPENSATION TO BROKER AGREEMENT / UNLISTED PROPERTY 2019 PART I – BROKER DUTIES

- 8. GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
- 9. SEVERABILITY.** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

The New Mexico Association of REALTORS® and the local board or association of REALTORS® do not fix, control, recommend, suggest or maintain compensation rates for services to be rendered by members, not the division of Broker's compensation between Broker and cooperating Brokers in a transaction. The amount of compensation and the terms of the Agreement are not prescribed by law and are subject to negotiation.

SELLER

City of Truth or Consequences

Seller's Name		Seller's Name	
Seller's Signature		Seller's Signature	
Phone Number		Office Phone Fax	
Seller's Address		City State Zip Code	
Email Address			

BROKER

Matthew Romero Broker Name		20233 Broker's NMREC License No.	
If different Broker's Qualifying Broker's Name		Broker's Qualifying Broker's NMREC License No.	
45 Realty Brokerage Firm		Office Phone Fax	
279 B Jaramillo Loop, Veguita, NM 87062 Brokerage Address		City State Zip Code	
nm45realty@gmail.com Email Address		<div style="border: 1px solid black; padding: 2px;"> Broker <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a REALTOR® </div>	

BUYER'S ACKNOWLEDGMENT OF COMPENSATION

AB Southwest

Buyer's Name		Buyer's Name	
<div style="display: flex; align-items: center;"> <div style="flex: 1;"> </div> <div style="flex: 1; font-size: 8px;"> dotloop verified 05/03/19 11:32 AM MDT 45CE-GG4P-NFGO-SBYA </div> </div>		Buyer's Signature	
Buyer's Signature		Date Time	
Phone Number		Office Phone Fax	
Buyer's Address		City State Zip Code	
Email Address			



NEW MEXICO ASSOCIATION OF REALTORS® ADDENDUM TO PURCHASE AGREEMENT - 2019 ADDENDUM NO.1

This Addendum is part of the ☐ Residential ☐ Commercial ☒ Vacant Land ☐ Farm and Ranch Purchase Agreement dated _____ between AB Southwest

("Buyer") and _____

City of Truth or Consequences _____ ("Seller") and relating to the following Property:

7.16 acres located along south right-of-way of west 2nd ave roughly between the copra street & Locust Street

Address _____ City _____ Zip Code _____

A tract in the NW/4 of the SE/4 of the SW/4 of Section 33, Township 13S, Range 4W, NMPM, in the City of Truth or Conseq

Legal Description

or see metes & bounds description attached as Exhibit _____, Sierra County, New Mexico.

Buyer and Seller agree as follows:

1. Buyer will have until 07/3/2019 for the inspections period to perform any and all Due Diligence they deem necessary to complete this transaction. If Seller's Broker is notified prior to the end of this period that buyer wishes to terminate this agreement, all earnest deposits shall be refunded.

Nothing Follows

The Purchase Agreement referred to above is incorporated by reference into this Addendum.

<u>John Lewis</u>	<small>dotloop verified 05/03/19 11:28 AM MDT LMTV-AOQV-G8g-D5QM</small>	
Buyer Signature	Date	Time
Buyer Signature	Date	Time
Seller Signature	Date	Time
Seller Signature	Date	Time

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form, the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.



REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – VACANT LAND – 2018 PART I – BROKER DUTIES DISCLOSURE

Per New Mexico law, Brokers are required to disclose a specific set of applicable Broker Duties prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement and obtain from the applicable party, written acknowledgement that the Broker has made such disclosures.

All Brokers in this transaction owe the following broker duties to ALL BUYERS AND SELLERS in this transaction, even if the broker is not representing the buyer or the seller in the transaction:

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of potential conflict of interest that the broker has in the transaction, including, but not limited to:
 - A. any written brokerage relationship the broker has with any other parties to the transaction or;
 - B. any material interest or relationship of a business, personal or family nature that the broker has in the transaction;
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

In addition to the above duties, Broker(s) owes the following Broker Duties TO THE BUYER(S) AND/OR SELLER(S) IN THIS TRANSACTION TO WHOM THE BROKER(S) IS/ARE DIRECTLY PROVIDING REAL ESTATE SERVICES, regardless of the scope and nature of those services.

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
 - A. timely presentation of and response to all offers or counter-offers; and
 - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advice to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship options available in New Mexico:
 - A. **Exclusive agency;** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent their interest of the person in a real estate transaction.
 - B. **Dual agency;** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in real estate transaction rather than as an exclusive agent for either party.
 - C. **Transaction Broker;** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
 - A. that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
 - B. that the seller will agree to financing terms other than those offered;
 - C. the seller motivations for selling/leasing; or
 - D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
 - A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
 - B. the buyer's motivation for buying; or
 - C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

BUYER(S) AND SELLER(S): PLEASE ACKNOWLEDGE RECEIPT BY INITIALING BELOW.



**REALTORS® ASSOCIATION OF NEW MEXICO
PURCHASE AGREEMENT – VACANT LAND – 2018
PART II – OTHER REQUIRED DISCLOSURES**

Broker shall update these and all other required disclosures as needed.

Matt Romero

1. ("Buyer's Broker") is working with the Buyer in this transaction as a:
 - ☒ Transaction Broker without a written agreement.
 - ☐ Transaction Broker with a written agreement (RANM Form 1206, Buyer Broker Agreement).
 - ☐ Agent with a written agreement (RANM Form 1206, Buyer Broker Agreement with Agency Addendum).
2. **IN-HOUSE TRANSACTION:**
 - ☐ A. Buyer's Broker is licensed under the same Qualifying Broker in the same Brokerage as Seller's Broker. Seller's Broker has a written listing agreement with the Seller as ☐ Transaction Broker ☐ Agent.
 - ☐ B. Buyer's Broker is also Seller's Broker for the property in this Transaction. Seller's Broker has a written listing agreement with Seller as ☐ Transaction Broker ☐ Agent.
3. ☐ **DUAL REPRESENTATION DISCLOSURE AND CONSENT:** Brokerage is representing both Buyer and Seller without creating Dual Agency. Buyer and Seller consent to this dual representation.
4. ☐ **DUAL AGENCY DISCLOSURE:** Brokerage is representing both Buyer and Seller by means of written agency agreements with each of them and Designated Brokerage has not been chosen by the Qualifying Broker; Designated agency is a policy that discloses to a client of the brokerage that the broker representing them as an agent by means of an express written agency agreement is their only representative in the brokerage. When Designated Agency is *NOT* chosen, Dual Agency is created. In the case of Dual Agency, prior to writing or presenting this offer, Broker must obtain written consent from the Buyer Client and Seller Client (RANM Form 1301, Agency Agreement – Dual).
5. **MATERIAL INTEREST/RELATIONSHIP:** Disclosure of any material interest or relationship of a business, personal, or family nature in the transaction. If answer is "YES", attach Broker Duties Supplemental Disclosure RANM Form 2100.
 - A. **BUYER'S BROKER, QUALIFYING BROKER OR BROKERAGE** ☐ YES ☒ NO
 - B. **SELLER'S BROKER, QUALIFYING BROKER OR BROKERAGE** ☐ YES ☐ NO
6. **ADVERSE MATERIAL FACTS:** If Broker(s) to this transaction actually knows of adverse material facts about the Property or Transaction, attach Broker Duties Supplemental Disclosure RANM Form 2100.

By their signatures below, the parties acknowledge the receipt of **BROKER DUTIES** and **BROKER DISCLOSURES**:

BUYER

<i>John Davis</i>	dotloop verified 05/03/19 11:27 AM MDT
Buyer Signature	Date _____ Time _____
Buyer Signature	Date _____ Time _____

SELLER

Seller Signature	Date _____ Time _____
Seller Signature	Date _____ Time _____

Check if Applicable:

- ☐ Buyer is a New Mexico Real Estate Broker
- ☐ Buyer is a party to a Buyers Broker Agreement

Check if Applicable:

- ☐ Seller is a New Mexico Real Estate Broker

BUYER'S BROKER

45 Realty

Buyer's Brokerage Firm	Broker <input checked="" type="checkbox"/> is not a REALTOR®
Broker Signature	Date _____ Time _____

SELLER'S BROKER

Seller's Brokerage Firm	Broker <input type="checkbox"/> is not a REALTOR®
Broker Signature	Date _____ Time _____



REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – VACANT LAND – 2018

OFFER DATE: 5/3/2019

1. PARTIES AND AGREEMENT.

AB Southwest (“Buyer”) agrees to buy from Seller and City of Truth or Consequences (“Seller”) agrees to sell and convey to Buyer, in accordance with terms of this Purchase Agreement (“Agreement”), the Property described in Paragraph 4 with a Settlement/Signing Date on 8/5/2019 (as further described in Paragraph 8A below).

2. PURCHASE PRICE.

\$ 70,000.00

A. APPROXIMATE CASH DOWN PAYMENT

\$ _____

B. AMOUNT OF THE LOAN(S) (described in Paragraph 5 below)

\$ _____

3. EARNEST MONEY. Buyer shall deliver \$500.00

Earnest Money in the form of

☒ Check ☐ Cash ☐ Note ☐ Wire Transfer of Funds ☐ Other _____

no later than 10 days from Date of Acceptance of this Agreement to Sierra Title

_____, in accordance with New Mexico law. Earnest Money shall be applied to Purchase Price, down payment, and/or closing costs upon Funding Date. If the Earnest Money is deposited with a Brokerage Firm, the further disbursement of the Earnest Money to the escrow or Title Company shall be handled by separate agreement. Buyer's failure to timely deliver Earnest Money shall be considered a default of the Agreement.

4. PROPERTY.

A. DESCRIPTION.

7.16 acres located along south right-of-way of west 2nd ave roughly between the copra street & Locust Street

Address

City

State/Zip

A tract in the NW/4 of the SE/4 of the SW/4 of Section 33, Township 13S, Range 4W, NMPM, in the City of Truth or Conseq

Legal Description

_____ or
see metes and bounds or other legal description attached as Exhibit Sierra
County(ies), New Mexico.

If the legal description of the Property is not complete or is inaccurate, this Agreement will not be invalid and the legal description will be completed or corrected to meet the requirements of the Title Company which will issue the Title policy.

B. The Property will include the following, (if owned by the Seller) if they exist on the Property, free of liens, unless excluded in 4C: all appurtenances to the land including all buildings and structures within the boundaries of the Property, gates, auto gates, cattle guards, fences and any improvements erected upon or affixed to same; water tanks; fuel tanks; holding tanks or other trade fixtures; water systems, irrigation systems, irrigation equipment, outdoor lighting fixtures, outdoor heating, air conditioning, ventilating fixtures and systems; all personal property affixed or attached to the Property, including but not limited to smoke, fire, security and water conditioning systems;

This form and all REALTORS® Association of New Mexico (RANM) forms are for the sole use of RANM members and those New Mexico Real Estate Licensees to whom RANM has granted prior written authorization. Distribution of RANM Forms to non-RANM members or unauthorized Real Estate Licensees is strictly prohibited. RANM makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – VACANT LAND - 2018

interior heating, ventilating and air conditioning systems; landscaping, landscaping sprinklers/drip irrigation equipment; and other _____

C. The following items are excluded from the sale: _____

D. **IMPROVEMENTS.** At the time of this offer, the Property includes the following checked improvements. **BY ACCEPTANCE OF THIS AGREEMENT, THE SELLER WARRANTS THE EXISTENCE OF CHECKED IMPROVEMENTS.**

EXISTENCE OF IMPROVEMENTS IS NO GUARANTEE OF AVAILABILITY OF SERVICE, COST OR USE. SELLER DOES NOT WARRANT CONDITION OF IMPROVEMENTS. FOR NOTICE OF REQUIREMENTS REGARDING LIQUID WASTE SYSTEMS, SEE PARAGRAPH 14A.

IMPROVEMENT		IMPROVEMENT	
Private Well on Property Registered <input type="checkbox"/> No <input type="checkbox"/> Yes, Permit# _____	<input type="checkbox"/>	Natural Gas Line to Property	<input type="checkbox"/>
Well House	<input type="checkbox"/>	Telephone Line to Property	<input type="checkbox"/>
Well Equipment	<input type="checkbox"/>	Electricity Line to Property	<input type="checkbox"/>
Shared Well	<input type="checkbox"/>	Transformer <input type="checkbox"/> with <input type="checkbox"/> without	<input type="checkbox"/>
Community Water System	<input type="checkbox"/>	Electric Pedestal & Meter	<input type="checkbox"/>
Water Stub-In	<input type="checkbox"/>	Television Cable Installed	<input type="checkbox"/>
Water Line In Street	<input type="checkbox"/>	Private road from property line to nearest public <input type="checkbox"/> street <input type="checkbox"/> road <input type="checkbox"/> highway	<input type="checkbox"/>
Irrigation Infrastructure	<input type="checkbox"/>	Other roads	<input type="checkbox"/>
Water Meter Installed	<input type="checkbox"/>	Public <input type="checkbox"/> street <input type="checkbox"/> road <input type="checkbox"/> highway	<input type="checkbox"/>
Private Septic System (see Paragraph 17)	<input type="checkbox"/>	Legal Access	<input type="checkbox"/>
Sewer Stub-in	<input type="checkbox"/>	Paving Curbs, Gutters	<input type="checkbox"/>
Sewer Line In Street	<input type="checkbox"/>	Sidewalks	<input type="checkbox"/>
Shared Septic (see Paragraph 17)	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>
Propane Tank <input type="checkbox"/> owned <input type="checkbox"/> leased	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>

E. **WATER RIGHTS.** Neither Seller nor Broker makes any warranty with respect to water rights. Buyer is advised to consult an attorney to understand Buyer's rights and remedies. Seller ☐ will ☐ will not convey all water rights and ditch rights owned by Seller which are appurtenant to the Property, if any, without warranty. Seller grants permission and Buyer shall have the right to make inquiry with the Office of the State Engineer or any other appropriate government or community water authority to verify the existence of any water rights or ditch rights within the deadlines as indicated in Paragraph 17. If Buyer fails to make inquiry into the water rights or ditch rights and/or fails to notify Seller of any objections in writing within the period of time allowed, Buyer will be deemed to have waived Buyer's right to object and all water rights contingencies shall be deemed satisfied. ☐ Buyer ☐ Seller shall notify the Office of the State Engineer concerning all changes in ownership to the water rights related to this transaction. **Broker is not responsible for verifying these rights.**

F. **MINERAL RIGHTS.** Neither Seller nor Broker makes any warranty with respect to mineral rights. Buyer is advised to consult an attorney to understand Buyer's rights and remedies. Seller ☒ will ☐ will not convey all mineral rights owned by Seller which are appurtenant to the Property, if any, without warranty. Seller grants permission and Buyer shall have the right to obtain an ownership report or any other information pertaining to the mineral ownership of the Property and to review same to Buyer's satisfaction at Buyer's sole expense. Mineral, oil and gas rights under the surface of the land are the dominant property right under New Mexico law. If Buyer is purchasing surface rights only, Buyer is advised to consult a attorney to understand Buyer's rights and remedies, if

REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – VACANT LAND - 2018

any, in such matters. Buyer shall obtain a mineral ownership report and other information within 10 days after Seller has provided Buyer with a title insurance commitment. If Buyer fails to make inquiry into the mineral rights and/or fails to notify Seller or any objections in writing within the period of time allowed, Buyer will be deemed to have waived Buyer's right to object and all mineral rights contingencies shall be deemed satisfied. **Broker is not responsible for verifying these rights.**

- G. OTHER RIGHTS.** Neither Buyer nor Seller makes any warranty with respect to rights. Buyer is advised to consult an attorney to understand Buyer's rights and remedies. Description or explanation of any known Timber Rights, including zoning, appurtenant to the Property and whether they will be included in the sale:

H. APPROXIMATE ACREAGE.

- i. Fee Simple 7.16 acres**

Legal Description _____

- ii. Leases**

BLM _____

Legal Description _____

U.S. Forest Service _____

Legal Description _____

State _____

Legal Description _____

Private _____

Legal Description _____

5. FINANCED OR CASH PURCHASE

- A. LOANS.** This Agreement is contingent upon Buyer's ability to obtain a loan in the amount stated above in Paragraph 2(B) of the following type:

☐ Conventional ☐ FHA ☐ VA ☐ Other: _____

- i.** Buyer ☐ has made written application for a loan, or ☐ agrees to make written application for a loan no later than _____ days after the Date of Acceptance
- ii.** Buyer agrees to provide Seller with a Pre-Qualification Letter from a lender no later than _____ days after the Date of Acceptance. Pre-Qualification Letter must stipulate that:
- a) A written loan application has been made;
 - b) A credit report has been obtained and reviewed by a lender;
 - c) A preliminary loan commitment has been secured from the same lender;
 - d) Financing equal to the loan amount provided in Paragraph 2(B) of this Agreement is available to complete the transaction by the Settlement/Signing Date subject to contingencies provided for in this Agreement and underwriting approval.

If Buyer does not obtain a Pre-Qualification Letter within the timeframe stipulated above, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

- iii.** If Buyer changes lender after delivery of the Pre-Qualification Letter referenced in Paragraph 5(A)(ii), Buyer shall have the obligation to notify Seller in writing and provide a new Pre-Qualification Letter to Seller within two (2) days of changing lender. This new Pre-Qualification Letter must include the same stipulations as the original Pre-Qualification Letter as set forth in Paragraph 5(A)(ii) above. If Buyer does not obtain and deliver a new Pre-Qualification Letter within two (2) days of changing lender, the Seller has the option to terminate this Agreement. If Seller elects to terminate this Agreement, the Earnest Money will be refunded to Buyer.

REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – VACANT LAND - 2018

iv. Buyer will cooperate and act in good faith in obtaining final approval for the loan as outlined in the Pre-Qualification Letter referenced in Paragraph 5(A)(ii). If after issuing the Pre-Qualification letter, lender makes changes to the loan conditions and/or the loan program that adversely affect Buyer's ability to obtain the loan, increase Seller's costs or delay closing, Buyer shall have the obligation to notify Seller in writing within two (2) days of such occurrence and to include a copy of the lender requirement(s) with the notification. In that event, within three (3) days of receipt of Buyer's notification, Seller shall notify Buyer in writing of: (a) Seller's approval of such changes, or (b) Seller's decision to terminate the Agreement. If Seller terminates the Agreement per this paragraph, Earnest Money shall be refunded to Buyer. If Seller fails to notify Buyer of Seller's position within the three (3) days of receipt of Buyer's notification, Seller is deemed to have rejected of such change in lender requirement(s).

v. In the event the lender determines Buyer does not qualify for the loan, Buyer shall provide to Seller and Seller must receive a written rejection letter from the Buyer's lender prior to 11:59 p.m. ☐ on the day before; or ☐ _____ days before Settlement/Signing Date. In the event Seller does not receive such rejection letter within the timeframe set forth in this Subparagraph 5(A)(v), Buyer shall forfeit his Earnest Money to Seller. Days are calculated as calendar days; however, for purposes of this subsection only (Paragraph 5(A)(v)), there shall be NO extension of time when the deadline for Seller to receive the lender's written rejection letter falls on a weekend day or a legal holiday. The definition of "days" for all other provisions of this Agreement is as set forth in Paragraph 26.

B. **SELLER FINANCING.** The approximate balance of \$_____ shall be financed by Seller and shall be secured by: ☐ Real Estate Contract ☐ Mortgage ☐ Deed of Trust ☐ Other: _____. Terms and conditions of the applicable instrument shall be attached as an addendum. For a Real Estate Contract, attach RANM Form 2402 - Real Estate Contract Addendum to Purchase Agreement. For a Mortgage or Deed of Trust, Attach RANM Form 2507 - Addendum to Purchase Agreement - Seller Financing, Mortgage or Deed of Trust.

C. **CASH PURCHASE:** Buyer shall purchase the subject Property for Cash. No later than 10 days after the Date of Acceptance, Buyer shall provide Seller with verification of funds and proof satisfactory to Seller that Buyer has in Buyer's possession or control, the funds necessary to complete the transaction. This Agreement shall terminate in the event Buyer fails to provide timely proof of funds and Earnest Money ☒ shall ☐ shall not be refunded to Buyer.

6. **BUYER'S SALE, CLOSING AND FUNDING CONTINGENCY:** This Agreement is contingent upon the Closing and Funding of buyer's property located at _____ on or before _____, subject to any applicable Buyer's Contingency addendum if attached as indicated below:

- A. ☐ Buyer represents that his property is currently under contract for sale. ☐ Check if RANM Form 2503A - Buyer's Closing and Funding Addendum is attached; OR
- B. ☐ Buyer represents that Buyer's Property is NOT yet under contract for sale. ☐ Check if RANM Form 2503, Buyer's Sale Contingency Addendum is attached.

7. APPRAISAL.

A. IF CASH OR SELLER FINANCED TRANSACTION.

- i. Buyer ☐ does ☒ does not require an appraisal. INITIALS: Buyer MR 11:27 AM MDT.
- ii. If Buyer is requiring an appraisal, Buyer shall select the appraiser unless otherwise agreed to in writing.
☐ Buyer ☐ Seller shall pay for the appraiser.

B. **APPRAISAL CONTINGENCY.** It is expressly agreed that notwithstanding any other provisions of this Agreement, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise if the Purchase Price is greater than the Appraisal. This Appraisal Contingency applies to the following:

- i. All conventional and other non-FHA/VA loans requiring an appraisal;
- ii. Cash and seller-financed purchases if the Buyer requires an appraisal as indicated in Paragraph 7(A) above; and,

REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – VACANT LAND - 2018

- iii. FHA/VA loans unless the Buyer has been given in accordance with HUD/FHA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the approved value of the Property of not less than the Purchase Price as set forth in Paragraph 2 of this Agreement.

NOTE: The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value or the condition of the Property. The Buyer should satisfy himself that the price and condition of the Property are acceptable.

C. OPTIONS AVAILABLE IN THE EVENT PURCHASE PRICE IS GREATER THAN APPRAISAL.

- i. Buyer shall have the privilege and option of proceeding with consummation of the Agreement without regard to the amount of the appraised valuation provided Buyer delivers written notice to Seller of such election within three (3) days of receipt of said appraised valuation ("3-day Period"). If Buyer fails to notify Seller of his intent to proceed within the 3-day Period, this Agreement shall automatically terminate. In this event, Earnest Money shall be refunded to Buyer; OR
- ii. The parties may negotiate a new Purchase Price. If the parties cannot agree to a new Purchase Price within five (5) days of Seller's receipt of Buyer's notification of the Appraisal, this Agreement shall automatically terminate. In this event, Earnest Money shall be refunded to Buyer; OR
- iii. Buyer may terminate this Agreement. In this event, Earnest Money shall be refunded to Buyer.

- 8. CLOSING.** "Closing" is defined as a series of events by which Buyer and Seller satisfy all of their obligations in the Agreement. Closing is not completed until all parties have completed all requirements as stated below, as well as all other obligations under this Agreement. Any amendment of the following dates **MUST BE** in writing and unless otherwise provided for in this Agreement, signed by both parties. The parties further acknowledge that Seller shall not receive the proceeds of sale until all the events stated under "Funding Date" have been completed.

A. SETTLEMENT/SIGNING DATE: On 8/5/2019 (as set forth in Paragraph 1).

- i. Buyer and Seller shall sign and deliver to the responsible closing officer all documents required to complete the transaction and to perform all other closing obligations of this Agreement on or before the Settlement/Signing Date.
- ii. Buyer and Seller shall provide for the delivery of all required funds, exclusive of lender funds, if any, using wired, certified or other "ready" funds acceptable to the closing officer, on or before the Settlement/Signing Date.

B. FUNDING DATE (Completion of Closing): on or before 8/5/2019. The Funding Date is the date that the closing officer has funds available to disburse to all parties after recording all documents required to complete the transaction. Seller shall provide all existing keys, security system/alarm codes, gate openers and garage door openers to Buyer on the Funding Date.

If the Buyer is obtaining a loan for the purchase of the Property, it is the Buyer's responsibility to ensure that Buyer's lender makes available to the closing officer, wired, certified or other "ready" funds with written instructions to disburse funds, on or before the Funding Date. The failure of Buyer's lender to make funds available on or before the Funding Date, shall be deemed a default of this Agreement by the Buyer.

9. POSSESSION DATE.

A. Seller shall deliver possession of the Property to Buyer on the Possession Date as set forth below:

- ☒ "Funding Date" above at 5:00 p.m.; or
☐ Other: _____

B. Unless otherwise agreed to in writing between the parties, upon Possession Date, Seller shall have all his personal belongings removed from the Property. In the event Seller fails to do so, Buyer shall not be responsible for storage of Seller's personal property, may dispose of Seller's personal property in any manner Buyer deems appropriate, in Buyer's sole discretion, and shall not be liable to Seller for the value of Seller's personal property.

C. If Possession Date is other than "Funding Date", then Buyer and Seller shall execute a separate written agreement outlining the terms agreed to by the parties. (See RANM Form 2201- Occupancy Agreement – Buyer or RANM Form 2202 – Occupancy Agreement - Seller).

REALTORS® ASSOCIATION OF NEW MEXICO

PURCHASE AGREEMENT – VACANT LAND - 2018

10. COSTS TO BE PAID. Buyer or Seller will pay the following marked items:

LOAN RELATED COSTS AND FEES	Buyer	Seller	Not Required	TITLE COMPANY CLOSING COSTS	Buyer	Seller	Not Required
Appraisal Fee	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Closing Fee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appraisal Re-inspection Fee	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pro-Rata Data Search	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Credit Report	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Document Preparation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Loan Assumption /Transfer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Assessment Search	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Origination Charge: up to \$ %	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Buyer Recording Fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Points – Buydown	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Seller Recording Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Points - Discount	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:			
Tax Service Fee	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:			
Flood Zone Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
Other:							
Other:							
PREPAIDS REQUIRED BY LENDER				POLICY PREMIUMS			
Flood Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Title Commitment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hazard Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Standard Owner's Policy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Interest	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Mortgagee's Policy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PMI or MIP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Mortgagee's Policy Endorsements	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Taxes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:			
Other:				Other:			
Other:							
				MISCELLANEOUS			
				Survey (Paragraph 18)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Impact Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
				Transfer Fees (e.g. HOA, etc)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
				Certificate Fee (e.g. HOA)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
				Other:			
				Other:			

Buyer agrees to pay all other allowed direct loan costs.

11. **IRS 1031 TAX-DEFERRED EXCHANGE.** ☐ Buyer ☐ Seller intends to use this Property to accomplish a 1031 Tax-Deferred Exchange. The parties agree to cooperate with one another in signing and completing any documents required. The exchanging party agrees that the other party will bear no additional expense.
12. **PRORATIONS.** Seller shall be responsible for disclosing all applicable property specific fees, or lease agreements, private memberships and/or association fees or dues, taxes and contract service agreements, all of which are to be prorated through Settlement/Signing Date. Any equipment rental or contract service agreement (e.g. alarm system, satellite system, propane and tank, private refuse collection, road maintenance, etc) shall be handled directly between the Buyer and Seller; the title or escrow company shall not be responsible for proration thereof.
13. **ASSESSMENTS.** For all bonds, impact fees and assessments other than PID assessments (collectively "assessments"), Buyer shall have _____ days after receipt of the title commitment to object in writing to the amounts of such assessments and to terminate this Agreement ("Objection Date"). In the event Buyer submits written objections by the Objection Date, the Earnest Money shall be refunded to the Buyer. If Buyer fails to notify Seller of Buyer's objections by the Objection Date, Buyer shall be deemed to have accepted the amounts of any assessment and shall have waived his right to terminate this Agreement based thereon. In the event Buyer does not object, Buyer shall assume all assessments that are part of or paid with the property tax bill. If other assessments are a lien upon the Property, the current installment shall be prorated through Settlement/Signing Date. Buyer shall assume future installments. Buyer shall pay all future assessments for improvements. NOTE: If Property is located in a PID, then PRIOR TO entering into this Agreement, Seller must provide a PID Disclosure to Buyer. See Paragraph 17 (A).

REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – VACANT LAND - 2018

14. EXAMINATION OF TITLE; LIENS; DEED.

A. ☐ BUYER

☒ SELLER shall order a title commitment from Sierra Title

(Title Company)

within ___ days after the Date of Acceptance. After receipt of the title commitment and all documents referred to therein, Buyer shall have ___ days ("Review Period") to review and object to title exceptions. Exceptions to the title, including the Standard Exceptions, shall be deemed approved unless Buyer delivers written objections to the Seller within the Review Period. If Seller is unwilling or unable to remove such exception(s) before the Settlement/Signing Date, Seller shall provide written notice to Buyer within ___ days after receipt of Buyer's objection and Buyer may choose to close subject to exceptions, remove the exceptions at Buyer's expense or terminate this Agreement. If Buyer terminates this Agreement, Earnest Money shall be refunded to Buyer.

B. Seller shall satisfy any judgments and liens, including but not limited to, all mechanics' and materialmen's liens of record on or before Funding Date and shall indemnify and hold Buyer harmless from any liens filed of record after Settlement/Signing Date and which arise out of any claim related to the providing of materials or services to improve the Property as authorized by Seller or Seller's agents, unless otherwise agreed to in writing.

C. Seller shall convey the Property by ☒ General Warranty Deed ☐ Special Warranty Deed ☐ Other Deed (describe) _____ subject only to any matters identified in the title commitment and not objected to by Buyer as provided in Paragraph 14A. The legal description contained in the deed shall be the same legal description contained in the title commitment and any survey required under Paragraph 18.

15. **FIRPTA.** The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) requires buyers who purchase real property from foreign sellers to withhold ten percent (10%) of the amount realized from the sale of the real property for remittance to the Internal Revenue Service (IRS). In the event the seller(s) is **NOT** a foreign person, FIRPTA requires the buyer to obtain proof of the seller's non-foreign status in order to avoid withholding requirements. Exceptions may apply. For more information, refer to RANM Form 2304 – Information Sheet – FIRPTA & Taxation of Foreign Persons Receiving Rental Income from U.S. Property.

Prior to or at closing, Seller(s) shall provide to Buyer or to a Qualified Substitute (generally, the Title Company) either a Non-Foreign Seller Affidavit(s) **OR** a letter from the IRS indicating Seller(s) is exempt from withholding. In the event Seller(s) fails to do so, Buyer shall have the right to withhold ten percent (10%) of the amount realized from the sale of the Property for remittance to the IRS in accordance with FIRPTA.

16. INSURANCE CONTINGENCY/ APPLICATION.

A. **APPLICATION.** Buyer shall make application for insurance within days after Date of Acceptance of this Agreement. If the Buyer fails to make application to the insurance company within the agreed time, this insurance contingency shall be deemed waived.

B. **CONTINGENCY.** Provided the Contingency Deadline as set forth below in Paragraph 16(C) is met, this Agreement is conditioned on the following:

i. Buyer's ability to obtain a property insurance quote on the Property at normal and customary premium rates;
AND,

ii. Seller's claim history having no impact on the Buyer's insurance in the future.

Buyer understands that an insurance company may cancel or change the terms of insurance policy/quote for any reason prior to close of escrow or within sixty days after issuance of the policy/quote (which generally occurs at close of escrow).

C. **CONTINGENCY DEADLINE.** The Insurance Contingency set forth in Paragraph 16(B) above shall be deemed satisfied, unless within ___ days after Date of Acceptance of this Agreement, Buyer gives written notice to Seller that one or more of the above insurance contingencies cannot be satisfied along with documentation from the insurance provider stating the same. ("Contingency Deadline"). In the event Buyer delivers such notice and documentation to Seller by the Contingency Deadline, the Purchase Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – VACANT LAND - 2018

17. DISCLOSURES AND DOCUMENTS.

A. PUBLIC IMPROVEMENT DISTRICT (“PID”). Is this Property located in a PID? ☐ Yes ☒ No If the answer is “Yes”, SELLER MAY NOT ACCEPT AN OFFER FROM BUYER UNTIL SPECIFIC DISCLOSURES REGARDING THE PID HAVE BEEN MADE TO THE BUYER.

☒ Buyer(s) Initials Required. Buyer(s) hereby acknowledge receipt of the PID Disclosure on the 12/20/2018. See RANM Form 4550 - Public Improvement District Disclosure Form and RANM Form 4500 – Information Sheet Public Improvement District.

B. HOMEOWNERS’ ASSOCIATION (“HOA”). Is the Property located in a HOA? ☐ Yes ☒ No If the answer is Yes”, Seller is required to provide Buyer with specific documents pertaining to the Property and HOA. See RANM Form 4600 – Information Sheet Homeowners’ Association, RANM Form 4650 – Seller’s Disclosure of Homeowners’ Association Documents and RANM Form 4700 - Homeowners’ Association Request for Disclosure Certificate.

C. SEPTIC SYSTEM. Does the Property include an on-site liquid waste system? ☐ Yes ☒ No If the answer is “Yes”, the transfer of the Property is subject to regulations of the New Mexico Environment Department governing on-site liquid waste systems which includes the requirement that Seller have an inspection conducted by a licensed Septic system inspector prior to transfer. Attach RANM Form 5120A - Septic System Contingency Addendum. See RANM Form 2308 – Information Sheet Septic Systems.

D. WELLS. Does the Property include a well? ☐ Yes ☒ No If the answer is “Yes”, is the well Private ☐ Domestic Well ☐ Shared Domestic Well ☐ Other _____ Transfer of Property with a well is subject to the regulations of the New Mexico Office of the State Engineer, which includes the requirement that the State Engineer’s Office be notified when a well changes ownership. See RANM Form 2307 – Information Sheet Water Rights & Wells.

E. DOCUMENTS. As used in this Subparagraph 17(H), the Delivery Deadline is the date by which Seller shall provide and Buyer must receive any documents, reports or surveys specified.

DOCUMENTS	DELIVERY DEADLINE	OBJECTION DEADLINE	RESOLUTION DEADLINE
Property Disclosure Statement			
Road Documents			
Water Rights Documents			
Well Documents: See RANM Form 2307 Information Sheet – Water Rights & Wells. (Including but not limited to: well permit, well log, shared well agreement and Change of Ownership Information notification.)			
Lease Agreements			
Permits			
Homeowner Association (HOA) Documents			
Homeowner Association (HOA) Disclosure Certificate Must be delivered to Buyer no less than seven (7) days before the Settlement/Signing Date.		Date Buyer has no less than seven (7) days from receipt of the HOA Disclosure Certificate to object	
CCR’s – Restrictive covenants			
Other:			
Other:			

18. SURVEYS OR IMPROVEMENT LOCATION REPORT (ILR). Buyer has the right to have performed the survey or ILR selected below or the right to accept an existing one. Unless otherwise agreed in writing, the party paying for the survey or ILR as indicated in Paragraph 10 shall select the surveyor and order the survey or ILR.

☐ Improvement Location Report ☐ Metes & Bounds Description ☒ Staked Boundary Survey ☐ American Land Title Association Survey (ALTA) ☐ Flood Plain Designation ☐ Other: _____

REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – VACANT LAND – 2018

- A. Survey or ILR shall be delivered to Buyer(s) no later than: July 1, 2019 or _____ days from Date of Acceptance. ("Delivery Deadline")
- B. Objections to be delivered to Seller(s) no later than: 7/15/2019 or _____ days from Date of Acceptance. ("Objections Deadline")
- C. All objections to be resolved no later than: 7/20/2019 or _____ days from Date of Acceptance. ("Resolution Deadline")
- D. **OBJECTION/RESOLUTION:** Paragraph 20 (H) and (I) shall govern Buyer's right to object to the Survey or ILR performed and resolution of Buyer's objection.

19. BUYER'S REPRESENTATIONS. Buyer warrants that prior to entering into this Agreement, he has thoroughly investigated the neighborhood and the areas surrounding the property, to include, but not be limited to investigation of the following: the existence of registered sex offenders or other persons convicted of crimes that may reside in the area; and the presence of any structures located, businesses operating or activities conducted in the area that, in Buyer's opinion, affects the value or/and desirability of the property. By entering into this Agreement, Buyer represents he is satisfied with the neighborhood and surrounding areas.

20. INSPECTIONS. THE PARTIES ARE ENCOURAGED TO EMPLOY COMPETENT AND, WHERE APPROPRIATE, LICENSED PROFESSIONALS TO PERFORM ALL AGREED UPON INSPECTIONS OF THE PROPERTY.

A. BUYER DUTIES AND RIGHTS.

- i. **BUYER'S DILIGENCE, ATTENTION AND OBSERVATION.** The Buyer has the following affirmative duties:
- a) To conduct all due diligence necessary to confirm all material facts relevant to Buyer's purchase of the Property;
 - b) To assure himself that the Property Buyer is purchasing is exactly what Buyer is intending to purchase;
 - c) To make himself aware of the physical condition of the Property through his own diligent attention and observation;
 - d) To investigate the legal, practical and technical implications of all disclosed, known or discovered facts regarding the Property and;
 - e) To thoroughly review all written reports provided by professionals and discuss the results of such reports and inspections with the professionals who created the report and/or conducted the inspection.
- ii. **RIGHT TO CONDUCT INSPECTIONS.** The Buyer is advised to exercise all his rights under and in accordance with this Agreement to investigate the Property. Unless otherwise waived, Buyer(s) may complete any and all inspections of the Property that he deems necessary. These inspections may include, but are not limited to the following: well equipment (pumps, pressure tanks, lines), well potability tests, well water yield tests, sewer line inspections, Septic inspections, phase one environmental and soil tests. The Buyer's right to object to inspections and terminate the Agreement based on inspections is set forth in Paragraph 20H. Buyer is advised to thoroughly review those rights.
- iii. **MEASUREMENT. BUYER IS AWARE THAT ANY REFERENCE TO THE MEASUREMENT OF THE PREMISES, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF MEASUREMENT IS A MATERIAL MATTER TO THE BUYER, THE BUYER MUST INVESTIGATE THE MEASUREMENT DURING THE INSPECTION PERIOD.**


11:27 AM MDT
dotloop verified

Buyer Initials Required.

- B. SELLER'S DUTY TO DISCLOSE.** Seller is required to disclose to Buyer any adverse material defects known to him about the Property. However, Seller does not have an obligation to inspect the Property for the Buyer's benefit or to repair, correct or otherwise cure known defects that are disclosed to Buyer or previously unknown defects that are discovered by Buyer or Buyer's inspectors. Seller shall make the Property available to Buyer for inspections.

REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – VACANT LAND - 2018

C. AVAILABILITY OF UTILITIES FOR INSPECTIONS.

☒ Buyer ☐ Seller shall be responsible for paying any charges required by the utility companies to have utilities turned on for inspection purposes. In no event shall Buyer be responsible for bringing the Property up to code or for paying unpaid utility bills.

D. INSPECTOR SELECTION. NOTWITHSTANDING PARAGRAPH 20, UNLESS OTHERWISE AGREED TO IN WRITING, THE BUYER SHALL SELECT ALL INSPECTORS AND ORDER ALL INSPECTIONS. THE SELLER DOES NOT HAVE THE RIGHT TO SELECT THE INSPECTOR BY AGREEING TO PAY FOR THE INSPECTION.

E. PAYMENT OF INSPECTIONS. BUYER SHALL PAY FOR ALL INSPECTIONS EXCEPT THE FOLLOWING, WHICH SHALL BE PAID BY SELLER.

--

F. INSPECTION DEADLINES. Unless otherwise provided for in this Agreement, the following applies:

- i. **Delivery Deadline:** Inspections to be completed and reports delivered to Buyer(s) no later than: _____ or _____ days from Date of Acceptance.
- ii. **Objection Deadline:** Objections to be delivered to Seller(s) no later than: _____ or _____ days from Date of Acceptance.
- iii. **Resolution Deadline:** Written agreement for resolution of all objections to be agreed upon no later than: _____ or _____ days from Date of Acceptance.

G. WAIVER OF INSPECTIONS. Buyer to initial if applicable.

Buyer waives ALL inspections unless required by law or Buyer's lender.

Buyer waives ALL inspections.

Buyer waives the following inspections: See Addendum 1

H. BUYER'S OBJECTIONS.

- i. If Buyer has reasonable objections to any report or unsatisfactory condition disclosed by any document (Paragraphs 17), survey or ILR (Paragraph 18) and/or inspection (Paragraph 20), then no later than the applicable Objection Deadline, Buyer may request that Seller cure Buyer's objections (RANM Form 5109 – Objection, Resolution, and Waiver Amendment to Purchase Agreement) or Buyer may terminate this Agreement (RANM Form 5105 – Termination Agreement). Buyer's objections or termination must be in writing and include a copy of the document, survey and/or inspection report on which Buyer's objection or termination is based. Buyer's failure to deliver to Seller his objection or termination by the Objection Deadline shall be deemed a waiver of both Buyer's right to object and the applicable inspection contingency.
- ii. If Seller is responsible for ordering a report or document, and Buyer does not receive that report or document by the Delivery Deadline, Buyer and Seller may agree to extend the Objection and Resolution Deadlines or Buyer may terminate the Agreement. If Buyer elects to terminate, Earnest Money shall be refunded to Buyer.
- iii. If Buyer is responsible for ordering a report or document, and fails to do so in a timely manner, so that Buyer does not have the report or document by the Objection Deadline, Buyer may not use the failure to receive the report or document as the rationale for terminating the Agreement.

I. RESOLUTION. Upon receipt of Buyer's objections, Seller may agree to Buyer's requested cure, provide an alternative cure, or refuse to correct/address Buyer's objections. If Buyer and Seller are unable to reach a Resolution to Buyer's objections by the Resolution Deadline, then **THIS AGREEMENT SHALL TERMINATE** and all Earnest Money shall be refunded to Buyer.

J. OBJECTIONS COMPLETION. In the event Seller agrees to complete or pay for any repairs prior to closing, Seller shall complete the repairs no later than days prior to Settlement/Signing Date. 2

K. REASONABLE ACCESS; DAMAGES. Seller shall provide reasonable access to Buyer and any inspectors. The party selecting the inspector shall be liable for any damages that occur to the Property as a result of such inspection.

REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – VACANT LAND - 2018

- 21. DISCLAIMER.** The Property is sold in its current condition including, but not limited to, the nature, location, amount, sufficiency or suitability of the following: current or future value; future income to be derived therefrom; current or future production; condition; size; location of utility lines; location of sewer and water and lines; availability of utility services or the possibility of extending improvements (paving, sewer, water, utilities, access) to the Property; easements with which the Property is burdened or benefited; lot boundaries; adjacent property zoning; physical and legal access; soil conditions; permits, zoning, or code compliance; lot size or acreage; improvements; and water rights. **Broker has not investigated and is not responsible for the forgoing aspects of the Property, among which lot size, and acreage may have been approximated, but are not warranted as accurate.** Buyer shall have had full and fair opportunity to inspect and judge all aspects of the Property with professional assistance of Buyer's choosing prior to settlement and is purchasing Property based solely upon Buyer's inspection and judgment and not by reason of any representation made to Buyer by Seller or Broker unless expressly set forth in this Agreement or Disclosure Statements. Buyer and Seller acknowledge that Brokers' only role in this transaction is to provide real estate advice to Broker's respective client and/or customer and real estate information to the parties. For all other advice or information that may affect this transaction, including but not limited to financial and legal advice, the parties shall rely on other professionals.

 Buyer(s) Initials.  Seller(s) Initials.

11:27 AM MDT
dotloop verified

- 22. MAINTENANCE.** Until the Possession Date, Seller shall maintain the Property and all aspects thereof, including, but not limited to the following: solar; Septic systems; well and well equipment. Until the Property is delivered, Seller shall maintain the Property. Seller shall deliver the Property, all of the foregoing, and all other aspects thereof to Buyer in the same condition as of the Date of Acceptance, the following items are specifically excluded from the above:

- 23. PRE-CLOSING WALK THROUGH.** Within 2 days prior to Settlement/Signing Date, Seller shall allow Buyer and Buyer's Inspector(s) reasonable access to the Property for the purpose of satisfying Buyer that any corrections or repairs agreed to by the Seller have been completed and the Property is in the same condition as on the Date of Acceptance. See RANM Form 5110 - Walk-Through Statement.

- 24. CONSENT TO THE ELECTRONIC TRANSMISSION OF DOCUMENTS AND TO THE USE OF ELECTRONIC SIGNATURES.** The parties ☒ do ☐ do not consent to conduct any business related to and/or required under this Agreement by electronic means, including, but not limited to the receipt of electronic records and the use of electronic signatures. Subject to applicable law, electronic signatures shall have the same legal validity and effect as original hand-written signatures. Nothing herein prohibits the parties from conducting business by non-electronic means. If a party has consented to receive records electronically and/or to the use of electronic signatures, that party may withdraw consent at any point in the transaction by delivering written notice to the other party.

- 25. ASSIGNMENT.** Buyer ☒ may ☐ may not sell, assign or transfer the Buyer's rights or obligations under this Agreement, or any interest herein.

- 26. DEFINITIONS.** The following terms as used herein shall have the following meanings:
- A. **APPRAISAL** means a current estimated market value of the Property as established by a licensed real estate appraiser. In the event the Buyer is obtaining a loan, the term refers to an appraisal conducted by a real estate appraiser approved by the lender.
 - B. **BROKER** includes the Buyer's and Seller's brokers.
 - C. If a specific **DATE** is stated as a deadline in this Agreement, then that date **IS** the **FINAL** day for performance; and if that date falls on a Saturday, Sunday or a legal Holiday, the date **does not** extend to the next business day.
 - D. **DATE OF ACCEPTANCE** is the date this Agreement is fully executed and delivered.
 - E. **DAY(S)** shall be determined on a "calendar day" basis and if the **FINAL** day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore shall be extended to the next business day. Legal Holidays are described as New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas.

REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – VACANT LAND - 2018

- F. DELIVERED** means personally delivered or mailed postage pre-paid, or by any method where there is evidence of receipt. In the event the parties have agreed to electronic transmission of documents, a facsimile or e-mail transmission of a copy of this or any related document shall constitute delivery of that document. When an item is delivered to the real estate Broker who is working with or who represents the Buyer or Seller, it is considered delivered to the Buyer or Seller respectively, except if the same Broker works for or represents both Buyer and Seller, in which case, the item must be delivered to the Buyer or Seller, as applicable.
- G. DEADLINES.** Any “deadline(s)” can be expressed either as a calendar date (See Paragraph 26(C)) or as a number of days (See Paragraph 26(E)).
- H. ELECTRONIC** means relating to technology having electrical, digital, magnetic, wireless, telephonic, optical, electromagnetic or similar capabilities and includes, but is not limited to, facsimile and e-mail.
- I. ELECTRONIC RECORD** means a record created, generated, sent, communicated, received or stored by electronic means.
- J. ELECTRONIC SIGNATURE** means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- K. MASCULINE** includes the feminine.
- L. RESOLUTION** means the Buyer and Seller have a written agreement regarding how all Buyers’ objections shall be resolved.
- M. SINGULAR** includes the plural.
- N. STANDARD EXCEPTIONS** means those common risks as set forth in the title commitment for which the title insurance policy does NOT provide coverage. These printed exceptions are matters outside the title company’s search of the public records, and therefore special requirements must be met in order to delete them and provide the insured with the additional/extended coverage.
- 27. RISK OF LOSS.** Prior to Funding Date, Seller shall bear the risk of fire or other casualty, and in the event of loss, Buyer shall have the option (to be exercised by written notice to Seller within 5 days after receipt of notice of loss) of terminating this Agreement and receiving a refund of the Earnest Money or closing and receiving assignment of Seller’s portion of the insurance proceeds, if any, at Funding Date. If Buyer fails to timely notify Seller of Buyer’s election, Buyer shall be deemed to have elected to proceed to Closing.
- 28. FLOOD HAZARD ZONE.** If the Property is located in an area which is designated as a special flood hazard area, Buyer may be required to purchase flood insurance in order to obtain a loan secured by the Property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government.
- 29. MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties agree to submit the dispute to mediation. The parties will jointly appoint a mediator and will share equally the costs of the mediation. If a mediator cannot be agreed on or mediation is unsuccessful, the parties may enforce their rights and obligations under this Agreement in any manner provided by New Mexico law.
- 30. EARNEST MONEY DISPUTE.** Generally, title or escrow companies will not release Earnest Money without first receiving an Earnest Money Distribution Agreement signed by all parties to this Agreement (RANM Form 5105B). If the parties cannot come to an agreement on the how Earnest Money shall be distributed, Paragraph 29 shall apply. If the parties cannot reach a resolution through mediation and proceed to litigation, at the conclusion of the litigation the court shall issue a judgment setting forth how Earnest Money shall be apportioned. Either party may present this judgment to the title or escrow company for distribution of the Earnest Money in accordance with the judgment. Parties to all Earnest Money disputes are urged to review RANM Form 2310 – Earnest Money Dispute Information Sheet, and to consult an attorney to fully understand all their rights and remedies.
- 31. DEFAULT.** Any default under this Agreement shall be treated as a material default, regardless of whether the party’s action or inaction is specifically classified as a default herein. Additionally, time is of the essence and failure of a party to timely make payment, perform or satisfy any other condition of this Agreement in accordance with this Agreement shall be considered a material default. Generally, a material default relieves the non-defaulting party from further performance under this Agreement; however, the non-defaulting party may elect not to terminate this Agreement.

REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – VACANT LAND – 2018

If the non-defaulting party elects to terminate this Agreement, he may also elect to retain the Earnest Money and pursue any additional remedies allowable by law, including specific performance. In the event, however, the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party remains responsible for all obligations under this Agreement and retains all rights and remedies available under this Agreement.

- 32. ATTORNEY FEES AND COSTS.** Should any aspect of this Agreement result in dispute, litigation, or settlement, the prevailing party of such action including all Brokers involved in the transaction, shall be entitled to an award of reasonable attorneys' fees and court costs.
- 33. FAIR HOUSING.** Buyer and Seller understand that the Fair Housing Act and the New Mexico Human Rights Act prohibit discrimination in the sale or financing of housing on the basis of race, age (this covers protection for people with children under age 18 or pregnant women), color, religion, sex, sexual orientation, gender identity, familial status, spousal affiliation, physical or mental handicap, national origin or ancestry.
- 34. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original, and all of which will together constitute one and the same instrument.
- 35. GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
- 36. SEVERABILITY.** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.
- 37. MULTIPLE BUYERS.** Each Buyer to this Agreement is jointly and severally liable for all obligations under this Agreement. In the event any buyer should be unable to perform under this Agreement (due to death or incapacity), the remaining Buyer(s) shall continue to be obligated under this Agreement.
- 38. AUTHORITY OF SIGNORS.** If Buyer or Seller is a corporation, partnership, estate, trust, limited liability company or other entity, the person signing this Agreement on its behalf warrants his authority to do so and to bind the Buyer or Seller.
- 40. BUYER AND SELLER AUTHORIZATIONS.** Unless otherwise instructed in writing, Seller and Buyer hereby authorize the Title Company, Lender, Escrow Agent and their representatives to provide a copy of any and all loan estimates, closing disclosures, other settlement statements and title documents with respect to the real estate transaction that is the subject of this Agreement to the Seller's and Buyer's respective Brokers. This does not authorize the delivery of any Buyer documents to Seller's broker or vice-versa. Each party further authorizes his/her respective Broker to be present for the Closing.
- 41. SURVIVAL OF OBLIGATION.** The following paragraphs will survive Closing of the Property: 4D, 9, 11-13, 19, 20, 21, 26, 29, 30-32, 35, 36 and 41.
- 42. ENTIRE AGREEMENT AND AMENDMENTS IN WRITING.** The parties understand that this offer, if accepted in writing by Seller and delivered to Buyer, constitutes a legally binding contract. This Agreement together with the following addenda and any exhibits referred to in this Agreement contains the entire Agreement of the parties and

REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – VACANT LAND – 2018

supersedes all prior agreements or representations with respect to the Property which are not expressly set forth herein unless **THIS AGREEMENT MAY BE MODIFIED ONLY BY WRITTEN AGREEMENT OF THE PARTIES.**

- | | |
|---|--|
| <input checked="" type="checkbox"/> Addendum No. <u>1</u> (RANM Form 5101) | <input type="checkbox"/> Public Improvement District Disclosure (RANM Form 4550) |
| <input type="checkbox"/> Buyer's Sale Contingency Addendum (RANM Form 2503) | <input type="checkbox"/> Septic System Contingency Addendum (RANM Form 5120A) |
| <input type="checkbox"/> Buyer's Closing & Funding Sale Contingency (RANM Form 2503A) | <input type="checkbox"/> Seller's Financing, Mortgage or Deed of Trust Addendum (RANM Form 2507) |
| <input type="checkbox"/> Real Estate Contract Addendum (RANM Form 2402) | <input type="checkbox"/> Other _____ |

43. EXPIRATION OF OFFER. This offer shall expire unless acceptance is delivered in writing to Buyer or Buyer's Broker on or before 5/15/2019, at _____ ☐ a.m. ☐ p.m. Mountain Time. NOTE: UNTIL SELLER ACCEPTS THIS OFFER AND DELIVERS THE AGREEMENT TO BUYER, BUYER MAY WITHDRAW THIS OFFER AT ANY TIME.

OFFER BY BUYER

Buyer acknowledges that Buyer has read the entire Purchase Agreement and understands the provisions thereof.

<i>John Davis</i>		dotloop verified 05/03/19 11:27 AM MDT OFF-AGRM-50M7-D2WD	
Buyer Signature	Offer Date	Time	
Buyer Signature	Offer Date	Time	
AB Southwest			
Buyer Name (Print)	Email Address		
Buyer Name (Print)	Email Address		
Buyer Address	City	State	Zip Code
Buyer Home Phone	Buyer Cell Phone	Buyer Business Phone	Buyer Fax

REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – VACANT LAND – 2018

**Seller acknowledges that Seller has read the entire Purchase Agreement and understands the provisions thereof.
Seller (select one):**

☐ **SELLER ACCEPTS** this Offer and agrees to sell the Property for the price and on the terms and conditions specified in this Agreement.

SELLER

Seller Signature	Offer Date	Time
------------------	------------	------

Seller Signature	Offer Date	Time
------------------	------------	------

City of Truth or Consequences

Seller Name (Print)	Email Address
---------------------	---------------

Seller Name (Print)	Email Address
---------------------	---------------

Seller Address	City	State	Zip Code
----------------	------	-------	----------

Seller Home Phone	Seller Cell Phone	Seller Business Phone	Seller Fax
-------------------	-------------------	-----------------------	------------

☐ **REJECTS & SUBMITS** a Counteroffer (RANM Form 5102).

☐ **REJECTS & SUBMITS** an Invitation to Offer (RANM Form 5103).

IF SELLER IS REJECTING THIS OFFER AND SUBMITTING A COUNTER OFFER, OR IS REJECTING THIS OFFER AND SUBMITTING AN INVITATION TO OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT. BUT SHOULD INITIAL ALL PAGES.

INITIALS: SELLER

☐ **REJECTS** this offer.

IF SELLER IS REJECTING THIS OFFER, SELLER SHOULD NOT SIGN THIS AGREEMENT AND DOES NOT NEED TO INITIAL ANY/ALL PAGES

INITIAL HERE: SELLER

REALTORS® ASSOCIATION OF NEW MEXICO PURCHASE AGREEMENT – VACANT LAND – 2018

**THE FOLLOWING IS PROVIDED FOR INFORMATION PURPOSES ONLY.
BROKER'S ARE NOT PARTY TO THIS AGREEMENT.**

BUYER'S BROKER

Matthew Romero

Buyer's Broker Name

20233

Buyer's Broker's NMREC License No.

If different, Buyer's Broker's Qualifying Broker's Name

Buyer's Broker's Qualifying Broker's NMREC License No.

45 Realty

Buyer's Brokerage Firm

575-518-4545

Office Phone

Fax

279 B Jaramillo Loop, Veguita, NM 87062

Buyer's Brokerage Address

City

State

Zip Code

nm45realty@gmail.com

Email Address

Broker ☒ is ☐ is not a REALTOR®

SELLER'S BROKER

Seller's Broker Name

Seller's Broker's NMREC License No.

If different, Seller's Broker's Qualifying Broker's Name

Seller's Broker's Qualifying Broker's NMREC License No.

Seller's Brokerage Firm

Office Phone

Fax

Seller's Brokerage Address

City

State

Zip Code

Email Address

Broker ☐ is ☐ is not a REALTOR®



NEW MEXICO ASSOCIATION OF REALTORS® COMPENSATION TO BROKER AGREEMENT / UNLISTED PROPERTY 2019 PART I – BROKER DUTIES

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

Brokers owe the following broker duties to ALL prospective buyers, sellers, landlords (owners) and tenants.

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of potential conflict of interest or any other written agreement that the broker has in the transaction, including, but not limited to:
 - A. any written brokerage relationship the Broker has with any other parties to the transaction or;
 - B. any material interest or relationship of a business, personal, or family nature that the broker has in the transaction;
 - C. any written agreement the Broker has with a licensed Transaction Coordinator who will be providing service related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

PART II

1. **BROKERAGE RELATIONSHIP:** Broker is working with Buyer or Tenant in the following capacity: (check applicable)
 - A. ☒ Transaction Broker (Non-Agency Relationship)
 - B. ☐ Agent
2. **BROKER DISCLOSURES** *Broker shall update these and all other required disclosures as needed.*
 - A. Does Broker have any material interest or relationship of a business, personal, or family nature in the transaction? ☐ YES ☒ NO. If "YES", describe that relationship:

- B. Does Broker know of any adverse material facts about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

☐ YES ☒ NO. If "YES", explain:

<p style="text-align: center; font-weight: bold;">BUYER</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <div style="font-size: 8px;"> dotloop verified 05/03/19 11:32 AM MDT RZYL-QDX8-YKTR-DSQW </div> </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <div style="display: flex; justify-content: space-between; font-size: 8px;"> Buyer Signature Date Time </div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </div> <div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between; font-size: 8px;"> Buyer Signature Date Time </div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </div>	<p style="text-align: center; font-weight: bold;">SELLER</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <div style="display: flex; justify-content: space-between; font-size: 8px;"> Seller Signature Date Time </div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </div> <div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between; font-size: 8px;"> Seller Signature Date Time </div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </div>
<p style="font-weight: bold; margin: 0;">BUYER'S BROKER</p> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="width: 60%;"> <p>45 Realty</p> <p>Buyer's Brokerage Firm</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <div style="font-size: 8px;"> dotloop verified 05/03/19 11:31 AM MDT </div> </div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <div style="display: flex; justify-content: space-between; font-size: 8px;"> Broker Signature Date Time </div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </div> </div> <div style="width: 35%; text-align: right;"> <p>Broker <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a REALTOR®</p> </div> </div>	
<p style="font-weight: bold; margin: 0;">SELLER'S BROKER</p> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="width: 60%;"> <p>Seller's Brokerage Firm</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> <div style="display: flex; justify-content: space-between; font-size: 8px;"> Seller's Broker Signature Date Time </div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </div> </div> <div style="width: 35%; text-align: right;"> <p>Broker <input type="checkbox"/> is <input checked="" type="checkbox"/> is not a REALTOR®</p> </div> </div>	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **G.2**

SUBJECT: Public Hearing and Final Adoption of Ordinance No. 703 authorizing the issuance of Joint Utility System Improvement Revenue Bonds Series 2019A.

DEPARTMENT: Community Development

DATE SUBMITTED: June 4, 2019

SUBMITTED BY: Traci Burnette

WHO WILL PRESENT THE ITEM: Chris Muirhead, Attorney, Modrall Sperling

Summary/Background:

Authorizing The Issuance Of The City Of Truth Or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019a, In The Principal Amount Of Seven Hundred Fifteen Thousand Dollars (\$715,000) For The Purpose Of Acquiring, Extending, Enlarging, Bettering, Repairing Or Otherwise Improving The Wastewater System Within The City's Joint Utility System

Recommendation:

Approve the Final Adoption of Ordinance No. 703

Attachments:

- Ordinance 703 for Bond Series 2019A
- -

Fiscal Impact (Finance): Yes

\$715,000

Legal Review (City Attorney): Yes

Reviewed and approved

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. 703

Continued To: - Referred To: -

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

File Name: G.2 AR Bond Ordinance 703 Final – Series 2019A

STATE OF NEW MEXICO)
COUNTY OF SIERRA) ss.
CITY OF TRUTH OR CONSEQUENCES)

The City Commission 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 City Commission at the City Commission Chambers, 405 West Third Street, Truth or Consequences, New Mexico, being the regular meeting place of the City Commission, on the 10th day of July, 2019, at the hour of 9:00 a.m. Upon roll call, the following members, which constitute a quorum of the City Commission, were found to be present:

Present: _____

Absent: _____

Thereupon, there was officially filed with the Mayor, each Commissioner and the City Clerk-Treasurer a copy of a proposed bond ordinance in final form.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ORDINANCE NO. 703

AUTHORIZING THE ISSUANCE OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO JOINT UTILITY SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2019A, IN THE PRINCIPAL AMOUNT OF SEVEN HUNDRED FIFTEEN THOUSAND DOLLARS (\$715,000) FOR THE PURPOSE OF ACQUIRING, EXTENDING, ENLARGING, BETTERING, REPAIRING OR OTHERWISE IMPROVING THE WASTEWATER SYSTEM WITHIN THE CITY'S JOINT UTILITY SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S JOINT UTILITY SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

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

WHEREAS, the City of Truth or Consequences, Sierra County, New Mexico, is a legally and regularly created, established, organized and existing municipal corporation under the general laws of the State of New Mexico; and

WHEREAS, the City now owns, operates and maintains a public joint utility comprised of water and wastewater services, and which the City hereby declares shall be continued to be operated as a public utility; and

WHEREAS, the City has heretofore provided for the imposition of rates and charges against users of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated October 31, 2001, in the aggregate principal amount of \$1,841,089, which loan agreement is payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated December 30, 2011, in the aggregate principal amount of \$256,000, which loan agreement is payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated October 1, 2012 in the aggregate principal amount of \$165,741, which loan agreement is payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated March 21, 2014, in the aggregate principal amount of \$64,000, which loan agreement is payable from, and has a subordinate lien on, the Net Revenues of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated January 8, 2016 in the aggregate principal amount of \$75,000, which loan agreement is payable from, and has a subordinate lien on, the Net Revenues of the System; and

WHEREAS, the City issued its Joint Utility System Improvement Revenue Bonds, Series 2016 in the aggregate principal amount of \$910,000 on May 11, 2016 which Series 2016 Bonds are payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City intends to issue its Joint Utility System Improvement Revenue Bonds, Series 2019B in the aggregate principal amount of \$315,000 on or about August 1, 2019 which Series 2019B Bonds are payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, other than as identified in this Ordinance, the City has not pledged nor in any way hypothecated revenues derived from the System, or any part thereof, to the payment of any bonds or any other obligations now outstanding or for any other purpose; and

WHEREAS, the City is authorized under the Act to issue revenue bonds for the Project and the Series 2019A Bonds shall be issued pursuant to the Act; and

WHEREAS, the issuance of the Series 2019A Bonds will provide for the preservation of the public health, peace and safety; and

WHEREAS, it is in the best interest of the City that the Series 2019A Bonds be issued with a first lien on the Net Revenues; and

WHEREAS, the United States of America has offered to purchase the Series 2019A Bonds, in the principal amount of \$715,000 at par and at an interest rate of 1.625% per annum pursuant to this Ordinance, plus accrued interest, if any, to the date of delivery; and

WHEREAS, all required authorizations, consents or approvals of any state, governmental body, agency or authority, in connection with the authorization, execution and delivery of the Series 2019A Bonds which are required to have been obtained by the date hereof have been obtained, and which will be required to be obtained prior to the date of the issuance of the Series 2019A Bonds, will have been obtained by such date.

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

Section 1. Definitions. In addition to words and terms elsewhere defined in this Ordinance, the following words and terms shall have the following meanings:

“Act” means the powers of the City under the authority given by the provisions of Sections 3-31-1 through 3-31-12 NMSA 1978, as amended and supplemented, and all enactments of the Commission relating to the issuance of the Series 2019A Bonds.

“Asset Management Reserve Fund” means a reserve fund created herein and funded from Net Revenues in the amount of \$16,486 monthly.

“Bond Fund” means the “City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019A, Interest and Bond Retirement Fund” created by Section 16 hereof.

“Bondholder”, “holder” or “owner” means any registered owner of the Series 2019A Bonds.

“City” means the municipal corporation, a body corporate and politic known as the “City of Truth or Consequences, New Mexico.”

“Commission” means the City Commission, or any succeeding legislative body of the City, as such governing body from time to time may be constituted and authorized to act and approve actions by a properly constituted quorum.

“Construction Fund” means the “City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019A, Construction Fund” created by Section 14 hereof.

“Consulting Engineer” means any registered or licensed professional engineer or firm of such engineers having a wide and favorable repute for skill and experience in the field of designing, preparing plans and specifications for, and supervising construction of water/wastewater systems and facilities entitled to practice and practicing as such under the laws of the State of New Mexico.

“Debt Service Schedule” means the payment schedule for the Series 2019 Bonds as provided by the Purchaser, as the same may be revised in the event of partial prepayment of the Series 2019A Bonds.

“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 City as its fiscal year.

“Herein” or “hereby” or “hereunder” or “hereof” or “hereinbefore” or “hereinafter” refers to this Ordinance and not solely to the particular portion thereof in which such word is used.

“Income Fund” means the “Joint Utility System Gross Income Fund” continued by Section 16 hereof.

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

“Insured Bank” means a bank or savings and loan association insured by an agency of the United States and which invests public funds in accordance with the provisions of Section 6-10-10 NMSA 1978, as amended.

“Loan Resolution” means Form 1780-27 (City Resolution No. 23 16/17) as approved and adopted by the Commission on February 14, 2017 relating to a loan of \$715,000 and a grant of \$4,515,400 and signed by the Mayor.

“Mayor” means the Mayor of the City, or if the form of government of the City is changed, the presiding officer of the City no matter how such officer may be designated.

“Net Revenues” means the Gross Revenues of the System less operation and maintenance expenses, which net revenues are pledged to the payment of the Series 2019A Bonds are provided herein.

“NMFA” means the New Mexico Finance Authority.

“NMFA Loan Agreement (2001)” means the loan agreement dated October 31, 2001, by and between the City and the New Mexico Finance Authority in the aggregate amount of \$1,841,089, which has a parity lien on Net Revenues of the System.

“NMFA Loan Agreement (2011)” means the loan agreement dated December 30, 2011, by and between the City and the New Mexico Finance Authority in the aggregate amount of \$256,000, which has a parity lien on Net Revenues of the System.

“NMFA Loan Agreement (2012)” means the loan agreement dated October 1, 2012, by and between the City and the New Mexico Finance Authority in the aggregate amount of \$165,741, which has a parity lien on Net Revenues of the System.

“NMFA Loan Agreement (2014)” means the loan agreement dated March 21, 2014, by and between the City and the New Mexico Finance Authority in the aggregate amount of \$64,000, which has a subordinate lien on Net Revenues of the System.

“NMFA Loan Agreement (2016)” means the loan agreement dated January 8, 2016, by and between the City and the New Mexico Finance Authority in the aggregate amount of \$75,000, which has a subordinate lien on Net Revenues of the System.

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

“Operation and Maintenance Fund” means the “Operation and Maintenance Fund” continued herein.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining and repairing the System, and shall include without limiting the generality of the foregoing, insurance premiums, reasonable charges of depositary banks, paying agents and bond registrars, contractual services, professional services required by this Ordinance, salaries and System administrative expenses, labor, cost of materials and supplies used for current operations, legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System, any payments made to the City's general fund as payments in lieu of franchise taxes or fees or other City taxes or fees or other similar payments or transfers to other funds of the City, but shall not include any allowance for depreciation, liabilities incurred by the City as the result of negligence in the operation of the System, costs of improvements, extensions, enlargements or betterments, or any charges for the accumulation of reserves for capital replacements.

“Ordinance” means this ordinance.

“Outstanding” or “outstanding” means, on any particular date, the aggregate of such bonds issued and delivered under the City ordinance authorizing the issuance of such bonds except:

A. Those cancelled at or prior to such date or delivered to or acquired by the City at or prior to such date for cancellation;

B. Those which have been paid or are deemed to be paid in accordance with the City ordinance authorizing the issuance of the applicable bonds or otherwise relating thereto; and

C. Those in lieu of or in exchange or substitution for which other bonds have been delivered, unless proof satisfactory to the City and paying agent for the applicable bonds is presented that any bond for which a new bond was issued or exchanged is held by a bona fide holder in due course.

“Parity Obligations” or “Parity Bonds” means the NMFA Loan Agreement (2001), NMFA Loan Agreement (2011), NMFA Loan Agreement (2012), Series 2016 Bonds, Series 2019B Bonds, and any other bonds and other obligations now or hereafter issued or incurred payable from the Net Revenues and issued or incurred with a lien on the Net Revenues on parity with the Series 2019A Bonds.

“Paying Agent” means the City Clerk-Treasurer or any successor thereto designated by the Commission to act in such capacity for the Series 2019A Bonds.

“Project” means acquiring, extending, enlarging, bettering, repairing or otherwise improving the wastewater infrastructure within the System as approved by the Rural Utilities Service.

“Purchaser” means the United States of America to whom the Series 2019A Bonds are to be originally sold and delivered.

“Registrar” means the City Clerk-Treasurer or any successor thereto designated by the Commission to act in such capacity for the Series 2019A Bonds.

“Required Reserve Fund Deposit” means the monthly amount required to be deposited in the Debt Service Reserve Fund as described in Section 17(C) hereof.

“Revenues”, “Gross Revenues”, “income” or “gross income” means all income and revenues (including but not limited to interest income from the investment of System revenues) derived by the City from the operation of the System, or any part thereof, whether resulting from improvements, extensions, enlargements, repairs or betterments to the System, or otherwise, and includes all revenues derived by the City or any municipal corporation succeeding to the rights of the City, from the System and from the sale and use of water or wastewater service and facilities, or any combination thereof, to the residents of what is now the City (including all territorial annexations which may be made while the Series 2019A Bonds or any part thereof are outstanding), or from the sale and use of water or wastewater service and facilities, by means of the System owned and operated by the City as the same may at any time exist to serve customers outside the City limits as well as customers within the City limits.

“Rural Utilities Service” means the United States Department of Agriculture, Rural Utilities Service.

“Series 2016 Bonds” means the City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2016 issued on May 11, 2016 in the aggregate amount of \$910,000, which bonds have a parity lien on Net Revenues of the System.

“Series 2019A Bonds” means the “City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019A” authorized by Section 5 hereof.

“Series 2019B Bonds” means the “City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019B” issued on or about August 1, 2019 in the aggregate amount of \$315,000, which bonds have a parity lien on Net Revenues of the System.

“Service Area” means the area served by the System, whether situated within or without the limits of the City.

“System” or “Utility” means the municipally owned public utility designated as the City's joint water and wastewater utility system, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, condemnation,

construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the joint water and wastewater utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the City designated by the Commission as part of the joint water and wastewater utility system, whether situated within or without the limits of the City.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Commission and the officers of the City directed toward the Project and toward the issuance of the Series 2019A Bonds and the sale of the Series 2019A Bonds to the Purchaser is hereby ratified, approved and confirmed.

Section 3. Authorization of Project. The Project shall be constructed and acquired at a total estimated cost not exceeding \$5,230,400 with costs in excess of the amount of the purchase price of the Series 2019A Bonds to be defrayed from sources other than proceeds from the issuance of the Series 2019A Bonds.

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

A. It is in the best interest of the City and its residents to undertake the sale of the Series 2019A Bonds.

B. Moneys available for the Project from all sources other than the issuance of the Series 2019A Bonds are not sufficient to accomplish the Project.

C. The issuance by the City of the Series 2019A Bonds under the Act to provide funds for the Project is necessary and in the interest of the public health, safety, morals and welfare of the residents of the City.

D. The Net Revenues may lawfully be pledged to secure the payment of the Series 2019A Bonds as set forth herein.

E. The net effective interest rate on the Series 2019A Bonds is less than the statutory maximum of 12% per annum.

Section 5. The Series 2019A Bonds.

A. Authorization. Pursuant to the findings of Section 4 hereof, it is hereby declared that the City, pursuant to the Act, shall issue and sell the Series 2019A Bonds. The Series 2019A Bonds, in the principal amount of \$715,000, are hereby authorized to be issued and sold at par to the Purchaser.

B. Details of the Series 2019A Bonds. There are hereby authorized and created a series of bonds designated as the "City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019A."

The Series 2019A Bonds shall be dated as of the date of issuance and delivery, shall be originally issued as one bond in the denomination of \$715,000, numbered R-1, shall be payable to the registered owner, shall bear interest on the outstanding principal amount of the Series 2019A Bonds at a rate of 1.625% per annum, calculated on the basis of a 365-day year, actual number of days elapsed. Both principal and interest on the Series 2019A Bonds shall be payable in equal monthly installments commencing on or about August 1, 2020 and continuing on the 1st day of each month until the principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid in accordance with the terms of the Series 2019A Bonds, shall be come due and payable on August 1, 2059 (each installment being applied first to interest due and then to unpaid principal).

The form, term, and provisions of the Series 2019A Bonds, in the form set forth in Section 12 hereof are hereby approved with only such changes therein as are not inconsistent with this Ordinance.

Section 6. Prior Redemption.

A. Optional Redemption, Date and Price. The Series 2019A Bonds, on and after January 1, 2030, are subject to prior redemption at the option of the City on any date, in whole or in part, as the City may determine, at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption. Additionally, any Series 2019A Bonds owned by the United States of America are subject to redemption prior to maturity, on any date without restriction, in whole or in part, as the City may determine, at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption. Any partial redemption of the Series 2019A Bonds shall be in inverse order of principal maturity and, after principal redemptions, if any, interest thereafter shall accrue only upon the then outstanding principal amount of Series 2019A Bonds.

B. Notice. Notice of redemption shall be given by the Registrar by sending a copy of such notice by first-class, postage prepaid mail at least thirty (30) days prior to the redemption date to the registered owner of the Series 2019A Bonds to be redeemed at the address shown on the registration books kept by the Registrar as of the close of business of the Registrar on the fifth day prior to the mailing of notice. Notice of redemption shall specify the principal amount to be redeemed, the date fixed for redemption, and that on such redemption date there will become and be due and payable at the office of the Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Notice having been given in the manner provided above, the principal amount of the Series 2019A Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem the principal amount of the Series 2019A Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the principal amount of the Series 2019A Bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Series 2019A Bonds to be redeemed at the office of the Paying Agent, the Paying Agent will pay the principal amount of the Series 2019A Bonds so called for redemption plus accrued interest to the redemption date.

Section 7. Signatures, Execution and Authentication of Series 2019A Bonds.

A. Filing of Signatures. Prior to the execution of any Series 2019A Bond, the Mayor and City Clerk-Treasurer shall each file with the New Mexico Secretary of State his or her manual signature certified by him or her under oath pursuant to Sections 6-9-1 to 6-9-6 NMSA 1978, as amended; provided that filing shall not be necessary for any officer where any previous filing may have legal application to the Series 2019A Bonds.

B. Execution. The Series 2019A Bonds shall be signed with the engraved, imprinted, stamped or otherwise reproduced facsimile of the signature, or the manual signature, of the Mayor and shall be attested with the facsimile or the manual signature of the City Clerk-Treasurer. There shall be affixed to each Series 2019A Bond the printed, engraved, stamped or otherwise placed facsimile of, or imprint of, the City's corporate seal. The Series 2019A Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar. The Series 2019A Bonds when authenticated and bearing the manual or facsimile signature of the officers in office at the time of signing thereof shall be valid and binding special obligations of the City, notwithstanding that before delivery thereof and payment therefor, any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. The Mayor and City Clerk-Treasurer, at the time of the execution of the Series 2019A Bonds and the signature certificate, each may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Series 2019A Bonds or certificates pertaining to the Series 2019A Bonds.

C. Authentication. No Series 2019A Bond shall be valid or obligatory for any purpose unless the certificate of authentication has been duly executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been fully executed if manually signed and inscribed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Series 2019A Bonds issued hereunder.

Section 8. Negotiability. The Series 2019A Bonds shall be fully negotiable and shall have all the qualities of negotiable paper, and the Bondholder shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code--Investment Securities.

Section 9. Payment and Presentation of Series 2019A Bonds for Payment. Principal and interest on the Series 2019A Bonds shall be payable in lawful money of the United States of America, without deduction for exchange or collection charges. Principal and interest on the Series 2019A Bonds shall be payable by check or draft mailed to the registered owner thereof (or in such other manner as may be agreed upon by the Paying Agent and the registered owner), as shown on the registration books maintained by the Registrar at the address appearing therein on the 5th calendar day next preceding the payment date (the "Record Date"). If any payment on the Series 2019A Bonds remains unpaid when due, the payment shall continue to bear interest at the rate or rates designated in, and applicable to, the Series 2019A Bonds. The records of the Paying Agent and the Registrar with respect to payments paid to the registered owners of the Series 2019A

Bonds shall be conclusive and no posting or notation of payments on the Series 2019A Bond forms shall be required.

Section 10. Registration, Transfer, Exchange and Ownership of Series 2019A Bonds.

A. Registration, Transfer and Exchange. The City shall cause books for registration, transfer, and exchange of the Series 2019A Bonds as provided herein to be kept at the principal office of the Registrar. At all times while the Series 2019A Bonds are held or insured by the United States of America, the Series 2019A Bonds shall be registered only in the name of "United States of America". The principal of and interest payable on the Series 2019A Bonds may be separately registered on the registration books at the request of the United States of America. Subject to the restrictions set forth in the preceding sentence, upon surrender for transfer or exchange of the fully registered Series 2019A Bonds at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar shall, without cost to the registered owner, authenticate and deliver, not more than three (3) business days after receipt of the Series 2019A Bonds to be transferred, in the name of the transferee or registered owner, as appropriate, a new Series 2019A Bond or Series 2019A Bonds in authorized denominations, in fully registered form of the same aggregate principal amount, maturity and interest rate.

B. Limitations. The Registrar shall not be required to transfer or exchange any Series 2019A Bonds (i) during the period of fifteen (15) days next preceding mailing of notice calling the Series 2019A Bonds for prior redemption as herein provided, or (ii) after mailing to the registered owner of notice calling such Series 2019A Bonds for prior redemption as herein provided. The Registrar shall close books for change of registered owners' addresses five (5) days prior to each payment date. Transfers shall be permitted within the five (5) days prior to each payment date; such transfer shall not include a transfer of the principal and interest payable on such payment date.

C. Owner of Series 2019A Bonds. The entity in whose name the Series 2019A Bonds are registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either the principal of or interest on the Series 2019A Bonds shall be made only to or upon the order of the registered owner thereof or his legal representative as stated herein, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2019A Bonds to the extent of the sum or sums so paid.

D. Lost Series 2019A Bonds. If the Series 2019A Bonds shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such Series 2019A Bonds, if mutilated, and such evidence, information or indemnity relating thereto as the Registrar may reasonably require, authenticate and deliver replacement Series 2019A Bonds of a like aggregate principal amount and of the same series, maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. If any such lost, stolen, destroyed or mutilated Series 2019A Bonds shall have matured, the Registrar may request the Paying Agent to pay such bond in lieu of replacement.

Section 11. Special Obligations. The Series 2019A Bonds, together with interest accruing thereon, shall be payable and collectible solely out of Net Revenues, the revenues of which are so pledged, and the Bondholders may not look to any general or other municipal fund for the payment of principal and interest on such obligations, except the designated special funds pledged therefor. The Series 2019A Bonds shall not constitute indebtedness or a debt within the meaning of any constitutional or statutory provision or limitation, nor shall they be considered or held to be general obligations of the City. Nothing herein shall prevent the City from using any other legally available funds for the payment of the principal of and interest on the Series 2019A Bonds, in its sole discretion.

Section 12. Form of Series 2019A Bonds. The Series 2019A Bonds and the forms of authentication and assignment to be attached thereto shall be in substantially the following form with such changes therein as are not inconsistent with this Ordinance.

(Form of Series 2019A Bonds)

UNITED STATES OF AMERICA
STATE OF NEW MEXICO COUNTY OF SIERRA
CITY OF TRUTH OR CONSEQUENCES
JOINT UTILITY SYSTEM IMPROVEMENT REVENUE BONDS
SERIES 2019A

No. R-1 **\$715,000**

Interest Rate	Maturity Date	Date of Bonds
1.625%	August 1, 2059	August 1, 2019

REGISTERED OWNER: UNITED STATES OF AMERICA

PRINCIPAL AMOUNT: SEVEN HUNDRED FIFTEEN THOUSAND DOLLARS

The City of Truth or Consequences, New Mexico (the “City”) for value received, hereby acknowledges itself indebted and promises to pay, but only from the sources and in the manner provided for herein, to the Registered Owner stated above, or its registered assigns, in lawful money of the United States of America the principal amount stated above, together with interest thereon, in the amounts and on the dates set forth in the debt service schedule provided by the Registered Owner, until full payment of the principal amount plus accrued interest has been made. This bond shall bear interest on the outstanding principal amount hereof at the rate of 1.625% per annum, calculated on the basis of a 365-day year, actual number of days elapsed. Both principal and interest on the Series 2019 Bonds shall be payable in equal monthly installments commencing August 1, 2020 and continuing on the 1st day of each month until the principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid in accordance with the terms of the Series 2019 Bonds, shall be come due and payable on August 1, 2059 (each installment being applied first to interest due and then to unpaid principal). Payment of principal and interest of the Series 2019 Bonds shall be made through an electronic

preauthorized debt system to the registered owner shown on the registration books of the City, which shall be maintained by the City Clerk-Treasurer, as Registrar. Final payment shall be payable upon presentation and surrender of the Series 2019 Bonds to the City Clerk-Treasurer, as Paying Agent. The principal of and interest payable on the Series 2019 Bonds may be separately registered on the registration books at the request of the United States of America. If any payment of this bond is not made as herein provided, the payment shall continue to bear interest at the Interest Rate stated above until the payment is paid in full. The principal and interest on this bond are payable in lawful money of the United States of America, without deduction for the services of the Paying Agent or Registrar.

This bond is a fully registered bond of the City in the aggregate principal amount of \$715,000, designated as the "City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019A" (the "Series 2019A Bonds") issued under and pursuant to City Ordinance No. _____ (the "Bond Ordinance").

FOR PURPOSES OF SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED TO DATE OF ORIGINAL DELIVERY OF THIS BOND, THE CITY HAS DESIGNATED THE BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS."

This bond may be redeemed, in whole or in part, at the option of the City on any date on or after January 1, 2030 at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption. Additionally, if this bond is owned by the United States of America, it may be redeemed on any date without restriction, at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption.

Notice of redemption will be given by providing at least thirty (30) days prior written notice by first-class, postage prepaid mail to the owner of the Series 2019A Bonds, to be redeemed at the address shown on the registration books as of the close of business of the Registrar on the fifth day prior to the mailing of notice. The notice of redemption shall specify the redemption date and the principal amount thereof, plus accrued interest to the redemption date, and that from and after such date interest will cease to accrue. Notice having been given in the manner provided above, the Series 2019A Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem the Series 2019A Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the Series 2019A Bonds to be redeemed shall not be deemed to be outstanding and shall cease to bear interest from and after such redemption date.

At all times while the Series 2019A Bonds are held or insured by the United States of America, the Series 2019A Bonds shall be registered only in the name of "United States of America". Subject to the restrictions set forth in the preceding sentence, upon surrender for transfer or exchange of this bond at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar will authenticate and deliver in the name of the transferee or registered owner, as appropriate, a new bond in fully registered form of the same outstanding principal amount, maturity and interest rate, in an authorized denomination. The person in whose name any Bond is registered will be deemed

and regarded as the absolute owner thereof for all purposes, and payment of principal of and interest on the Series 2019A Bonds will be made only to or upon the order of the registered owner thereof or his legal representative. All such payments will be valid and effectual to satisfy and discharge the liability upon the Series 2019A Bonds to the extent of the sum so paid.

This bond and the payments of principal hereof and interest hereon do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, shall not be considered or held to be a general obligation of the City and is payable and collectible solely out of the net revenues of the City's joint utility system (the "Net Revenues") as more particularly described in the Bond Ordinance. The holder of this bond may not look to any general or other municipal fund for payment of the principal of or interest on this bond. The City has covenanted to pay the Net Revenues an amount sufficient to pay specified operation and maintenance expenses of the System, the monthly Required Reserve Fund Deposit, the Asset Management Reserve Fund deposit (each as defined in the Bond Ordinance), and the regularly scheduled payments on the Series 2019A Bonds and other Parity Obligations when due. For a more complete description of the nature and extent of the security, including the monthly deposits to the various reserve funds afforded by the Bond Ordinance for the payment of the principal of and interest on the Series 2019A Bonds, reference is made to the Bond Ordinance.

The Series 2019A Bonds are issued by the City for the purpose of acquiring, extending, enlarging, bettering, repairing or otherwise improving the wastewater infrastructure within the City's Joint Utility System (the "Project").

The Series 2019A Bonds are secured by a pledge of the Net Revenues. The Series 2019A Bonds constitute an irrevocable first lien (but not an exclusive first lien) upon the Net Revenues on parity with the lien thereon of the City's outstanding Parity Obligations (as defined in the Bond Ordinance). Additional bonds may be issued and made payable from the Net Revenues, subject to express conditions, having a lien thereon on parity with the lien of the Series 2019A Bonds in accordance with the provisions of the Bond Ordinance. The City covenants and agrees with the owner of this bond and with each and every person who may become the owner hereof that it will keep and perform all of the covenants of the Bond Ordinance.

The Series 2019A Bonds will not be entitled to any benefit under the Bond Ordinance or become valid or obligatory for any purpose until an authorized officer of the Registrar has manually signed the Certificate of Authentication hereon.

It is hereby certified that all acts and conditions necessary to be done or performed by the City or to have happened precedent to and in the issuance of the Series 2019A Bonds to make them legal, valid and binding special obligations of the City have been performed and have happened, as required by law, and that the Series 2019A Bonds do not exceed or violate any constitutional, statutory or charter limitation. No member of the City Commission, or any officer or employee of the City, including those executing this bond, shall be personally liable on any Series 2019A Bonds.

IN WITNESS WHEREOF, the City of Truth or Consequences, in the State of New Mexico, has caused this bond to be signed and executed on the City's behalf by the signatures of its Mayor

and City Clerk-Treasurer and has caused the seal of the City to be affixed hereon all as of the Date of Bond specified above.

CITY OF TRUTH OR CONSEQUENCES
NEW MEXICO

By _____
Mayor

[SEAL]

By _____
Clerk-Treasurer

(Form of Certificate of Authentication)

Date of Registration: _____

This bond is one of the Series 2019A Bonds authorized to be issued by and under the provisions of the Bond Ordinance.

By _____
Clerk-Treasurer
Truth or Consequences, New Mexico

(End of Form of Certificate of Authentication)

(Form of Assignment)

ASSIGNMENT CLAUSE

For value received, the undersigned sells, assigns and transfers unto _____, whose social security or tax identification number is _____, the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ as legal representative to transfer the within bond on the books of the Registrar, with full power of substitution in the premises.

DATED: _____

NOTE: The above signature must correspond with the name as written on the face of the within bond in every particular.

(End of Form of Assignment)

(End of Form of Bonds)

Section 13. Sale of Series 2019A Bonds. The sale and award of the Series 2019A Bonds to the Purchaser are hereby ratified, approved and confirmed. The Mayor and other City officers are hereby authorized to do all things necessary and consistent with this Ordinance in connection with the sale, issuance and delivery of the Series 2019A Bonds.

Section 14. Delivery of the Series 2019A Bonds and Disposition of Proceeds. When the Series 2019A Bonds have been duly executed and authenticated, they shall be delivered to the Purchaser. By purchasing the Series 2019A Bonds, the United States of America agrees to pay to the City the principal amount of the Series 2019A Bonds.

The City shall account for the proceeds of the Series 2019A Bonds as follows:

A. Accrued Interest. The Series 2019A Bonds shall be dated as of the date of actual issuance and delivery and no accrued interest shall be payable by the United States of America for the period prior to the date of actual issuance and delivery of the Series 2019A Bonds.

B. Sale Proceeds. The proceeds from the sale of the Series 2019A Bonds shall be deposited promptly upon the receipt thereof in a separate account in an Insured Bank, designated by the City, which account is hereby created and shall be known as the "City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019A, Construction Fund." The Insured Bank shall be required to pledge collateral security for all deposits in the Construction Fund in accordance with the laws of the State of New Mexico, and laws and regulations of the United States of America. The monies in the Construction Fund, except as herein otherwise specifically provided, shall be used and paid out solely for the purposes specified in this Ordinance.

C. Purchaser Not Responsible. The Purchaser of the Series 2019A Bonds shall not be responsible for the application or disposal by the City or by its officers of the funds derived from the sale thereof or of any other funds herein designated.

Section 15. The Construction Fund.

A. Withdrawals. Monies shall be withdrawn from the Construction Fund for the Project upon warrants or checks drawn and signed by the Mayor and the City Clerk-Treasurer.

No such warrant or check for any sum for any actual construction work or purchase of construction materials pursuant to the terms and provisions of construction contracts shall be issued until the City has received engineering approval certifying that such sum is due and owing for work under such contracts and has received approval and concurrence for such payment from the Rural Utilities Service. The designated engineering approval shall be by the Consulting Engineer whose approval must be in the form of a written certificate stating that the payment therein approved is being made to pay for materials supplied or work satisfactorily completed in substantial accordance with the plans and specifications for the work involved. The designated Rural Utilities Service approval shall be in the form of a written certificate stating that the Rural Utilities Service has reviewed the request for payment and has concurred with making the payment. Such certificates of approval shall be in appropriate form, shall be signed by the Consulting Engineer or his duly authorized representative or by an authorized representative of the Rural Utilities Service, as applicable, and shall be filed with the City Clerk-Treasurer and the Insured Bank holding the Construction Fund.

B. Disposition of Unspent Amounts in the Construction Fund. When all work on the Project is completed in accordance with the plans and specifications and all amounts due therefor are paid, the Consulting Engineer and the Rural Utilities Service shall file with the Insured Bank and the City Clerk-Treasurer a certificate so stating, and thereupon the Insured Bank shall transfer to the Bond Fund all funds remaining in the Construction Fund, if any, and such proceeds shall be promptly used to pay debt service on the Series 2019A Bonds.

Section 16. Special Funds.

A. The Income Fund is hereby continued. The Joint Utility System Gross Income Fund shall be used for the deposit of the Gross Revenues of the System and shall be a special fund, not part of the general treasury or general fund of the City.

B. The Operation and Maintenance Fund is hereby continued as a separate account in the Income Fund and shall be used for the deposit of revenues of the System to be used for the payment of Operation and Maintenance Expenses of the System as set forth in Section 17 of this Ordinance.

C. The Bond Fund is hereby created as a separate account in the Income Fund and shall be used for deposit of Net Revenues of the System to be used for the payment of principal and interest on the Series 2019A Bonds as set forth in Section 17 hereof.

D. The Debt Service Reserve Fund is hereby created as a separate account in the Income Fund and shall be used as set forth in Section 17 hereof.

E. The Asset Management Reserve Fund is hereby created as a separate account in the Income Fund and shall be used as set forth in Section 17 hereof.

Section 17. Administration of Income Fund. So long as the Series 2019A Bonds shall be outstanding either as to principal or interest, or both, the Gross Revenues of the System shall

be set aside and deposited into the Income Fund and the following monthly payments shall be made from the Income Fund:

A. Operation and Maintenance Expenses. Money in the Income Fund shall first be disbursed to make deposits into the Operation and Maintenance Fund. There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current Operation and Maintenance Expenses of the month plus an amount equal to 1/12th of the Operation and Maintenance Expenses payable on an annual basis such as insurance.

B. Bond Fund. Second and concurrently with the monthly payments required by paragraphs C, D and G of this Section, and subject to and after the payments required by paragraph A of this Section, from any moneys remaining in the Income Fund there shall be deposited to the Bond Fund the following:

(1) Monthly, commencing on the first of the month immediately succeeding the issuance and delivery of the Series 2019 Bonds, an amount which is necessary, together with any moneys therein and available therefor, to pay the payment of principal and interest on the Series 2019 Bonds as provided in the Debt Service Schedule; and

(2) If prior to any payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next payment of principal and interest, the payment required in subparagraph (1) of this subsection, may be appropriately reduced; but the required monthly amounts shall again be credited to the Bond Fund commencing on the applicable payment date.

Except as provided in paragraph I of this Section, the moneys in the Bond Fund shall be used only to pay the principal of and interest on the Series 2019A Bonds as the same become due.

C. Debt Service Reserve Fund. Concurrently with the monthly payments required by paragraphs B, D and G of this Section, and subject to and after the payments required by paragraph A of this Section, from any moneys remaining in the Income Fund there shall be deposited in the Debt Service Reserve Fund, monthly, commencing on the first day of the month immediately succeeding delivery of the Series 2019A Bonds, an amount equal to one-one hundred and twentieth (1/120) of the average annual principal and interest installment payment on the Bonds ("Required Reserve Fund Deposit"). Monthly payments of the Required Reserve Fund Deposit shall be made into the Debt Service Reserve Fund until there is accumulated one annual installment of principal and interest due on the Bonds. The accumulated amounts of the Required Reserve Fund Deposits in the Debt Service Reserve Fund shall be maintained as a continuing reserve to be used, with the approval of the Rural Utilities Service or the registered owner of the Series 2019A Bonds, only (i) to prevent deficiencies in the payment of the principal of and interest on the Series 2019A Bonds resulting from the failure to deposit into the Bond Fund sufficient funds to pay said principal and interest as the same become due, (ii) for paying the cost of repairing or replacing any damage to facilities constituting a part of the System caused by catastrophe, (iii) for extensions or improvements to facilities constituting a part of the System, and (iv) for repairing or replacing of short-lived assets which have a useful life significantly less than the final maturity

date of the Series 2019A Bonds. After any use of moneys in the Debt Service Reserve Fund for an approved purpose as set forth in the preceding sentence, monthly deposits of the Required Reserve Fund Deposit shall continue until there is accumulated one annual installment of principal and interest due on the Bonds. Moneys on deposit in the Debt Service Reserve Fund to the extent in excess of the amount which may be held in a “reasonably required reserve fund” within the meaning of the Internal Revenue Code of 1986, as amended, and applicable U.S. Treasury Regulations (collectively, the “Code”) shall not be invested at a yield in excess of the yield on the Series 2019A Bonds or in any other manner which would cause the Series 2019A Bonds to become “arbitrage bonds” within the meaning of the Code or otherwise cause interest on the Series 2019A Bonds to become includible in gross income of the registered owner thereof for federal income tax purposes under the Code.

D. Payment of the Additional Parity Obligations. Concurrently with the payments required by paragraphs B, C and G of this Section, and subject to and after the payments required by paragraph A of this Section, any balance remaining in the Income Fund shall be used by the City for the payment of principal of and interest on the Parity Obligations (including, in each case, reserves therefor), if any, issued and payable from the Net Revenues, as the same accrue.

E. Defraying Delinquencies in the Bond Fund and the Debt Service Reserve Fund. If, in any month, the City shall, for any reason, fail to pay into the Bond Fund the full amount above stipulated from the Net Revenues, then an amount equal to the difference between that paid from the Net Revenues and the full amount so stipulated shall be paid into the Bond Fund from the Debt Service Reserve Fund. If, in any month, the City shall, for any reason, fail to pay into the Debt Service Reserve Fund the Required Reserve Fund Deposit, the difference between the amount paid and the amount of the Required Reserve Fund Deposit shall be paid therein from the first Net Revenues thereafter received from the operation of the System not required to be otherwise applied.

F. Termination upon Deposits to Maturity. No payment need be made into the Bond Fund, the Debt Service Reserve Fund, or both, if the amount in the Bond Fund and the amount in the Debt Service Reserve Fund total a sum at least equal to the entire amount of the outstanding Series 2019A Bonds, both as to principal and interest to their maturities, and both accrued and not accrued, in which case, moneys in the two funds in an amount at least equal to such principal and interest requirements shall be used solely to pay such as the same become due, and any moneys in excess thereof in the two funds and any other moneys derived from the operation of the System may be used as provided in this Section.

G. Asset Management Reserve Fund. Concurrently with the monthly payments required by paragraphs B, C and D of this Section, and subject to and after the payments required by paragraph A of this Section, from any moneys remaining in the Income Fund there shall be deposited in the Asset Management Reserve Fund, monthly, commencing on the first day of the month immediately succeeding delivery of the Series 2019A Bonds, an amount equal to \$16,486 until the total aggregate amount in the Asset Management Reserve fund totals \$2,263,500. The accumulated amounts of the deposits in the Asset Management Reserve Fund shall be maintained as a continuing reserve to be used, with the approval of the Rural Utilities Service or the registered owner of the Series 2019A Bonds, only for repairing or replacing short-lived assets

which have a useful life significantly less than the final maturity date of the Series 2019A Bonds. After any use of moneys in the Asset Management Reserve Fund for an approved purpose as set forth in the preceding sentence, monthly deposits shall continue and there shall be no requirement that the money so used be replenished from the Income Fund or any other available moneys of the City.

H. Payment of Subordinate Obligations. Third, and subject to and after the payments required by paragraphs A through G of this Section, from any monies remaining in the Income Fund, there shall be made the payment of interest on and principal of, and reserves for, additional bonds or other obligations hereafter authorized to be issued and payable from the Net Revenues with a lien thereon which is subordinate and junior to the lien thereon of Parity Obligations, including the NMFA Loan Agreement (2014) and NMFA Loan Agreement (2016).

I. Use of Surplus Revenues. Gross revenues accumulated over and above that needed to pay Operating and Maintenance Expenses and debt service and reserves for any outstanding obligations may only be retained or used to make prepayments on the Parity Obligations or subordinate obligations or for System improvements. Gross Revenues cannot be used to pay any expenses which are not directly incurred for the System.

Section 18. General Administration of Funds. The funds designated in Sections 16 and 17 shall be administered and invested as follows:

A. Places and Times of Deposits. The funds shall be separately maintained as a trust fund or funds for the purposes established and shall be deposited in one or more bank accounts in an Insured Bank or Banks. Each fund shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any purpose other than the stated purpose. Payments shall be made into the proper account not later than the first day of the month except when the first day shall be a Sunday or legal holiday, and then payment shall be made on the next succeeding secular day. No later than three (3) days prior to each payment date, moneys sufficient to pay interest and principal then due on the Series 2019A Bonds shall be transferred to the Paying Agent. Nothing in this Ordinance shall prevent the Commission from establishing one or more bank accounts in an Insured Bank or Insured Banks for all the funds required by this Ordinance or, except for the Construction Fund which must be maintained as a separate account, shall prevent the combination of such funds and accounts with any other bank account or accounts for other funds and accounts of the City.

B. Investment of Moneys. Moneys in any fund or account not immediately needed may be invested in any investment permitted by law. The obligations so purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any loss resulting from such investment shall be charged to such fund or account. The City Clerk-Treasurer shall present for redemption or sale on the prevailing market any obligations so purchased as an investment of moneys in the fund or account whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund.

Section 19. Lien on Net Revenues. The Series 2019A Bonds shall constitute an irrevocable first lien (but not an exclusive first lien) on, and the City hereby grants to the owners of the Series 2019A Bonds a security interest in, the Net Revenues as set forth herein and on parity with any existing Parity Obligations or future Parity Obligations which may be issued. The Net Revenues are hereby authorized to be pledged and are hereby pledged and the City grants a security interest therein and in the funds on deposit in the Bond Fund and Debt Service Reserve Fund for the payment of the principal of and interest on the Series 2019A Bonds.

Section 20. Additional Bonds or Other Obligations Payable from Net Revenues.

A. Earnings Test. Nothing in this ordinance contained shall be construed to prevent the issuance by the City of additional Parity Obligations payable from the Net Revenues and constituting a lien upon said revenues on a parity with, but not prior or superior to the lien of the Series 2019A Bonds, nor to prevent the issuance of bonds or other obligations refunding all or a part of the Series 2019A Bonds, provided, however, that before any such additional Parity Obligations are authorized or actually issued, the following tests shall be satisfied:

(1) The City is not, and has not been in default as to making any payments required by Section 17 hereof during the twelve months immediately preceding the issuance of such additional Parity Obligations, or if none of the Series 2019A Bonds have been issued and Outstanding for a period of at least twelve months, then for the longest period of time any of such Series 2019A Bonds have been issued and Outstanding; and

(2) The Net Revenues for the Fiscal Year immediately preceding the date of issuance of such additional Parity Obligations shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined average annual principal and interest requirements coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations payable from and constituting a lien upon the Net Revenues and the additional Parity Obligations proposed to be issued (excluding any reserves therefor).

The foregoing limitations on the issuance of Parity Obligations shall not apply with regard to issuance of the Series 2019A Bonds or in the case of the issuance of additional Parity Obligations necessary to complete the Project in accordance with the original plans and specifications therefor.

B. Certification or Opinion of Earnings. A written certification or opinion by the Independent Accountant or City Clerk-Treasurer that Net Revenues for the Fiscal Year immediately preceding the date of issuance of the proposed additional Parity Obligations are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver the proposed additional Parity Obligations on a parity with the Series 2019A Bonds.

C. Consideration of Additional Revenue Permitted. In determining whether or not additional Parity Obligations may be issued as aforesaid, consideration may be given to any probable increase in the estimated Net Revenues of the System that may result from the

expenditure of funds proposed to be derived from the issuance and sale of the proposed additional Parity Obligations or an increase in System rates.

D. Subordinate Obligations Permitted. Nothing herein contained shall be construed to prevent the City from issuing bonds or other obligations payable from the revenues of the System and having a lien thereon subordinate, inferior and junior to the lien of the Series 2019A Bonds.

E. Superior Obligations Prohibited. Nothing herein contained shall be construed to permit the City to issue bonds or other obligations payable from the revenues of the System and having a lien thereon prior and superior to the lien of the Series 2019A Bonds.

F. Rural Utilities Service Consent Required. No additional bonds or other obligations payable from revenues of the System (including Parity Obligations and subordinate obligations) will be issued without the prior written consent of Rural Utilities Service.

Section 21. Refunding Bonds. The provisions of Section 20 hereof are subject to the following exceptions:

A. Privilege of Issuing Refunding Obligations. If at any time the Commission shall find it desirable to refund the Outstanding Series 2019A Bonds, the Series 2019A Bonds may be refinanced and paid, in whole or in part, in advance of their maturity (but only with the consent of Rural Utilities Service, unless the obligations shall then mature or be callable). No refunding obligations shall be issued to advance refund or defease all or any portion of the Series 2019A Bonds as prohibited by Rural Utilities Service Instruction 1942.19(h)(10)(iii). As required by the Loan Resolution, the City shall issue refunding obligations to pay and refinance the Outstanding Series 2019A Bonds, in whole or in part, at the request of Rural Utilities Service if at any time it shall appear to Rural Utilities Service that the City is able to refund the Outstanding Series 2019A Bonds by issuing bonds or obtaining a loan at reasonable rates and terms for bonds or loans for similar purposes and periods of time.

B. Limitations upon Issuance of Parity Refunding Obligations. No refunding bonds or other refunding obligations payable from any revenues of the System shall be issued on a parity with the Series 2019A Bonds, unless the refunding bonds or other refunding obligations are issued in compliance with paragraph A of Section 20 hereof.

C. Limitations upon Issuance of any Refunding Obligations. Any refunding bonds or other refunding obligations payable from any revenues of the System shall be issued with such details as the Commission may provide by ordinance and only with the consent of Rural Utilities Service and in accordance with any applicable Rural Utilities Service regulations, so long as the United States of America is the holder and/or insurer of the Series 2019A Bonds.

Section 22. Protective Covenants. The City covenants and agrees with each and every holder of the Series 2019A Bonds:

A. Public Utility. The municipal joint water and wastewater facilities of the City shall continue to constitute a public utility designated as the System and shall hereafter be operated and maintained as a public utility.

B. Use of Series 2019A Bonds Proceeds. The City, with the proceeds derived from the sale of the Series 2019A Bonds, shall proceed with and complete acquisition and construction of the Project without delay.

C. Payment of the Series 2019A Bonds. The City shall promptly pay the principal of and interest on the Series 2019A Bonds at the place, on the dates, and in the manner specified herein. Principal and interest on the Series 2019A Bonds are payable solely from Net Revenues, and the special funds herein authorized for such purpose.

D. City's Existence. The City shall maintain its corporate identity and existence so long as the Series 2019A Bonds remain outstanding, unless another political subdivision or authority by operation of law succeeds to the liabilities and rights of the City, without adversely affecting to any substantial degree the privileges and rights of the holder of the Series 2019A Bonds.

E. Impairment of Contract. Except with the approval of the holder of the Outstanding Series 2019A Bonds, the City agrees that this Ordinance shall not be repealed or otherwise directly or indirectly modified, in such a manner as to adversely affect the Outstanding Series 2019A Bonds.

F. Use Charges. Rates for services rendered by the System shall be reasonable and just, taking into account the cost and value of the System, Operation and Maintenance Expenses, proper allowances for depreciation and the amounts necessary to retire all bonds payable from Net Revenues, and any reserves therefor. There shall be charged against all users, including the City, rates and amounts, which shall be increased from time to time if necessary, sufficient to produce revenues to pay the annual Operation and Maintenance Expenses, the monthly Required Reserve Fund Deposit and deposits to the Asset Management Reserve Fund, and 120% of the combined average annual principal and interest requirements on all outstanding Parity Bonds and other obligations payable from Net Revenues. No free services of the System shall be furnished by the City. Any use of the System by the City shall be paid for from the City's general fund at the reasonable value of the use so made. Income so derived from the City shall be treated in the same manner as any other System income. The City is granted a statutory lien upon realty for unpaid rates and charges pursuant to Section 3-23-6 NMSA 1978. The City covenants and agrees that it will cause any lien on each property to be perfected and enforced in accordance with the provisions of Sections 3-23-6 and 3-36-1 through 3-36-7 NMSA 1978.

G. Levy and Reduction of Charges. Prior to the delivery of the Series 2019A Bonds, the City has established and levied the required rates and charges for use of the System. No reduction in any initial rate schedule may be made unless:

(1) The City has complied with Section 17 hereof for at least one Fiscal Year immediately preceding such reduction;

(2) The audit for the one full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule will be sufficient to meet the requirements of paragraph F of this Section; and

(3) The City has obtained the written consent of the Rural Utilities Service if the United States of America is the holder of the Series 2019A Bonds.

H. Efficient Operation. The City shall operate the System as long as the Series 2019A Bonds are outstanding and shall make such improvements and repairs to the System as may be necessary to insure its economical and efficient operation and its ability to meet demands for service and its continual operation and maintenance in good condition.

I. Records of System. Separate records will be kept showing complete and correct entries of all transactions relating to the System. Such records shall include monthly entries showing the number of customers, the revenues received, a detailed statement of expenses, and such other items specified by the Rural Utilities Service.

J. Right to Inspect. The United States of America, any other owner of the Series 2019A Bonds or their duly authorized agents shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto.

K. Audits and Budgets. So long as the Series 2019A Bonds shall be Outstanding, the City shall furnish to the Purchaser, and to any owner or owners or insurers of the Series 2019A Bonds who has requested the same, not later than thirty (30) days after the close of each three-month fiscal period, complete operating and income statements of the System in reasonable detail covering such three-month period, and, not later than sixty (60) days after the close of each fiscal year, complete financial statements of the System to the owner of the Series 2019A Bonds covering such fiscal year. For a fiscal year in which an audit report is required under OMB Circular A-128 or the Purchaser's regulations as set forth in the Letter of Conditions issued to the City by the Purchaser, such report will take the place of the year-end financial statements and be submitted to the Purchaser within the timeframe required for the type of report submitted. In addition, the City will prepare and adopt prior to the beginning of each fiscal year, a budget for the ensuing fiscal year for the System, such budget to include an estimate of revenues and expenses during such fiscal year. The City will furnish a copy of each annual report and budget to Rural Utilities Service when available and without request, and to any other owner of the Series 2019A Bonds upon request.

L. Billing Procedure and Discontinuance of Service. All System bills shall be sent out on a regularly established day of each month in advance or after service is rendered. If bills are not paid within a reasonable time after such date, they shall be collected in any lawful manner. Upon nonpayment of charges, water or wastewater service will be discontinued if permitted by law and will be restored only upon payment of the delinquent amounts plus the cost of restoration.

M. Use of Bond Fund and Reserve Funds. The Bond Fund, Debt Service Reserve Fund and Asset Management Reserve Fund shall be used solely and only, and said funds are hereby pledged, for the purposes set forth in this Ordinance.

N. Charges and Liens upon System. The City, from Revenues, will pay all taxes and governmental charges lawfully levied in respect of the System when due. The City will comply with all valid requirements of any governmental authority relative to the System and will not create or permit to be created any lien or charge on the System or the Revenues except as permitted herein. The City will satisfy within sixty days after the same shall accrue all lawful claims and demands which might by law become a lien on the System or upon the Revenues unless the validity thereof is being contested in good faith by appropriate legal proceedings.

O. Insurance. The City, in its operation of the System, will carry fire and extended coverage insurance, public liability insurance and other types of insurance in such amounts and to such extent as is normally carried by private corporations operating facilities of the same type. The City will also maintain, as provided by law, a self-insurance fund to cover workmen's compensation insurance or will carry equivalent insurance. The cost of insurance shall be considered one of the Operation and Maintenance Expenses of the System. In the event of property loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged, any remainder shall be treated as Net Revenues, and shall be subject to distribution in the manner provided hereinabove in Section 17, for Net Revenues derived from the operation of the System. Nothing herein shall prevent the City from establishing a funded self-insurance program. In addition to the insurance required by this subsection, the City will acquire and maintain such additional insurance as may be required by the Rural Utilities Service.

P. Competing System. The City shall not grant any franchise or license to a competing system, or permit any person or organization to sell water or wastewater service and facilities within the City (unless required to do so by law). To the extent permitted by law, the City will require all residents to connect to the System facilities.

Q. Alienating System. While the Series 2019A Bonds are outstanding, the City will not sell, lease, mortgage, pledge or otherwise alienate the System, or any part thereof, without the prior written consent of the Rural Utilities Service. In the event of any sale as aforesaid, the proceeds of such sale shall be distributed as Net Revenues in the manner provided hereinabove in Section 17 hereof.

R. Extension of Interest Payments. The City will not extend or be a party to the extension of the time for paying any claim for interest on the Series 2019A Bonds. Any installment of interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Ordinance except subject to the prior payment in full of the principal of all Series 2019A Bonds and interest which has not been extended.

S. Management of the System. The City shall employ competent and experienced management personnel for the System. If an "event of default" shall occur and continue for a period of sixty (60) days or if the Net Revenues in any Fiscal Year fail to equal

principal, interest and reserve requirements for all Outstanding Parity Obligations and other obligations payable from the Net Revenues, the City shall retain an independent consultant who is qualified in the management of facilities similar to the System, to assist in the management of the System so long as such event of default continues or the Net Revenues are less than the amount designated.

T. Fidelity Bonds. Each municipal official responsible for receiving income and maintaining the accounts of the System shall be bonded at all times, which bond shall be conditioned upon the proper allocation of such income. The cost of each bond shall be considered one of the Operation and Maintenance Expenses of the System.

U. Performing Duties. To the extent permitted by applicable law, the City will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State of New Mexico and the ordinances and resolutions of the City, including but not limited to, the making and collecting of reasonable and sufficient rates and charges for services rendered or furnished by the System as hereinbefore provided.

V. Other Liens. Except as set forth in this Ordinance, there are no liens or encumbrances of any nature whatsoever, on or against the System or the revenues derived or to be derived from the operation of the same.

W. Service Connections. The City shall provide adequate service to all persons within the service area of the System who can feasibly and legally be served and shall obtain the concurrence of the Rural Utilities Service prior to refusing new or adequate services to such persons.

X. Debts or Liabilities of System. The City shall not borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the System (exclusive of normal maintenance) without the prior written consent of the Rural Utilities Service if such undertaking would involve the Gross Revenues of the System.

Y. Tax Covenants. The Mayor and/or City Clerk-Treasurer or any other officer of the City having responsibility for the issuance of the Series 2019A Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Series 2019A Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Series 2019A Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Series 2019A Bonds.

The City covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Series 2019A Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Series 2019A Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely rebate payments to the federal government, if required, (iv) maintain books and

records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor and/or City Clerk-Treasurer and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, if any, as may be required or appropriate to assure such exclusion of that interest.

Z. Arbitrage Rebate Exemption. The City 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 Series 2019A Bonds (the "Rebate Exemption"), that (i) the Series 2019A Bonds are issued by the City which has general taxing powers, (ii) neither the Series 2019A Bonds 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 the Series 2019A Bonds are to be used for local government activities of the City (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the City) and (iv) neither the City 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 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 City, (b) derives its issuing authority from the City, or (c) is controlled directly or indirectly by the City within the meaning of Treasury Regulation Section 1.150-1(e). The City 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.

AA. Qualified Tax-Exempt Obligations. The Series 2019A Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby covenants that the City, it having no "subordinate entities" with authority to issue obligations within the meaning of that Section of the Code, in or during the calendar year in which the Series 2019A Bonds are issued, (i) will not designate as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code, tax-exempt obligations, including the Series 2019A Bonds, in an aggregate principal amount in excess of \$10,000,000, and (ii) will not issue tax-exempt obligations within the meaning of Section 265(b)(4) of the Code, including the Series 2019A Bonds and any qualified 501(c)(3) bonds as defined in Section 145 of the Code (but excluding obligations, other than qualified 501(c)(3) bonds, that are private activity bonds as defined in Section 141 of the Code), in an aggregate principal amount exceeding \$10,000,000, unless the City receives an opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not cause the Series 2019A Bonds to cease to be "qualified tax-exempt obligations."

Section 23. Events of Default. It is an "event of default" if:

A. Nonpayment of Principal. Payment of principal of any Series 2019A Bonds is not made when due either at maturity or by proceedings for prior redemption, or otherwise; or

B. Nonpayment of Interest. If payment of any installment of interest shall not be made when the same becomes due and payable; or

C. Incapable to Perform. The City becomes incapable of fulfilling its obligations hereunder; or

D. Default of any Provision. The City defaults in the punctual performance of any other of its covenants hereunder for sixty (60) days after written notice shall have been given to the City by the holders of twenty-five percent (25%) of the principal amount of the Series 2019A Bonds then outstanding.

Section 24. Remedies on Default. Upon the happening and continuance of any event of default, the holder or holders of not less than twenty-five percent (25%) of the principal amount of the Series 2019A Bonds then outstanding, or a trustee therefor, may protect and enforce the rights of any owner of Series 2019A Bonds by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenant, the appointment of a receiver (the consent to such appointment being hereby granted), injunctive relief or requiring the Commission to act as if it were the trustee of an express trust, or any combination of such remedies. All proceedings shall be maintained for the equal benefit of all owners of Series 2019A Bonds. Any receiver appointed to protect the rights of owners of Series 2019A Bonds may take possession and operate and maintain the System in the same manner as the City itself might do. The failure of the owner of the Series 2019A Bonds to proceed does not relieve the City or any person of any liability for failure to perform any duty hereunder. The foregoing rights are in addition to any other rights and the exercise of any right by any owner of the Series 2019A Bonds shall not be deemed a waiver of any other right.

Section 25. Duties upon Default. Upon the happening of any event of default, the City will perform all proper acts to protect and preserve the security created for the prompt payment of the principal of and interest on the Series 2019A Bonds. The holders of not less than twenty-five percent (25%) in the principal amount of the Series 2019A Bonds, after written demand, may proceed to protect and enforce the rights provided by this Section and by Section 24.

Section 26. Amendment of Ordinance, Waiver of Rural Utilities Service Requirements. This Ordinance may not be amended without the written consent of the owner of the Series 2019A Bonds. Any provision of this Ordinance providing specific remedies or rights to the United States of America may be waived while the United States of America is not the owner upon receipt of written consent of the owner of the then Outstanding Series 2019A Bonds.

Section 27. Delegated Powers. The officers of the City be, and they hereby are, authorized and directed to take all action required by this Ordinance, and all such other action as may be necessary or appropriate to effectuate the provisions of this Ordinance, including, without limiting the generality of the foregoing, any required printing of the Series 2019A Bonds and the execution of such certificates as may be required by the Purchaser or bond counsel.

Section 28. Repeal. This Ordinance shall not be repealed unless the Series 2019A Bonds have been discharged in full or provision has been fully made therefor pursuant to Rural

Utilities Service regulations so long as the United States of America is the holder of the Series 2019A Bonds.

Section 29. Limitation of Action. After the passage of 30 days from the publication required by Section 32 hereof, any action attacking the validity of any proceedings had or taken by the City preliminary to and in the authorization and issuance of the Series 2019A Bonds, shall be perpetually barred.

Section 30. 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 31. Effective Date. Upon its adoption, final passage and approval, this Ordinance shall be recorded in the book of ordinances of the City kept for that purpose and authenticated by the signatures of the Mayor and the City Clerk-Treasurer and the seal of the City affixed hereto. The title and general summary of the subject matter contained in this Ordinance (set out in Section 32 hereof) shall be published in a newspaper which is of general circulation in the City in accordance with law, and the Ordinance shall be in full force and effect five days after such publication and posting as provided by law.

Section 32. General Summary for Publication. 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 an Ordinance (the "Ordinance") duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico, on June 26, 2019. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk-Treasurer, 505 Sims Street, Truth or Consequences, New Mexico. The title of the Ordinance is:

AUTHORIZING THE ISSUANCE OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO JOINT UTILITY SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2019A, IN THE PRINCIPAL AMOUNT OF SEVEN HUNDRED FIFTEEN THOUSAND DOLLARS (\$715,000) FOR THE PURPOSE OF ACQUIRING, EXTENDING, ENLARGING, BETTERING, REPAIRING OR OTHERWISE IMPROVING THE WASTEWATER SYSTEM WITHIN THE CITY'S JOINT UTILITY SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S JOINT UTILITY SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS

AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

The title sets forth a general summary of the subject matter contained in the Ordinance. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

(End of Form of Summary of Ordinance for Publication)

PASSED, APPROVED, AND ADOPTED THIS 26th DAY OF JUNE, 2019.

CITY OF TRUTH OR CONSEQUENCES
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER

Commissioner _____ then moved adoption of the foregoing ordinance, duly seconded by Commissioner _____. The motion to adopt said ordinance, as amended, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Absent:

_____ () Commissioner having voted in favor of said motion, the motion to suspend the rules was thereupon declared by the Mayor to have passed.

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

Dated this 26th day of June, 2019.

CITY OF TRUTH OR CONSEQUENCES
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **G.3**

SUBJECT: Public Hearing and Final Adoption of Ordinance No. 704 authorizing the issuance of Joint Utility System Improvement Revenue Bonds Series 2019B

DEPARTMENT: Community Development

DATE SUBMITTED: June 4, 2019

SUBMITTED BY: Traci Burnette

WHO WILL PRESENT THE ITEM: Chris Muirhead, Attorney, Modrall Sperling

Summary/Background:

Authorizing The Issuance Of The City Of Truth Or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019b, In The Principal Amount Of Three Hundred Fifteen Thousand Dollars (\$315,000) For The Purpose Of Acquiring, Extending, Enlarging, Bettering, Repairing Or Otherwise Improving The Wastewater System Within The City's Joint Utility System

Recommendation:

Approve the Final Adoption of Ordinance No. 704

Attachments:

- Ordinance 704 for Bond Series 2019B
- -

Fiscal Impact (Finance): Yes

\$315,000

Legal Review (City Attorney): Yes

Reviewed and approved

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. 704

Continued To: - Referred To: -

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

File Name: G.3 AR Ordinance 704 Bond Series 2019B

STATE OF NEW MEXICO)
COUNTY OF SIERRA) ss.
CITY OF TRUTH OR CONSEQUENCES)

The City Commission 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 City Commission at the City Commission Chambers, 405 West Third Street, Truth or Consequences, New Mexico, being the regular meeting place of the City Commission, on the 10th day of July, 2019, at the hour of 9:00 a.m. Upon roll call, the following members, which constitute a quorum of the City Commission, were found to be present:

Present:

Absent:

Thereupon, there was officially filed with the Mayor, each Commissioner and the City Clerk-Treasurer a copy of a proposed bond ordinance in final form.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ORDINANCE NO. 704

AUTHORIZING THE ISSUANCE OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO JOINT UTILITY SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2019B, IN THE PRINCIPAL AMOUNT OF THREE HUNDRED FIFTEEN THOUSAND DOLLARS (\$315,000) FOR THE PURPOSE OF ACQUIRING, EXTENDING, ENLARGING, BETTERING, REPAIRING OR OTHERWISE IMPROVING THE WASTEWATER SYSTEM WITHIN THE CITY'S JOINT UTILITY SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S JOINT UTILITY SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

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

WHEREAS, the City of Truth or Consequences, Sierra County, New Mexico, is a legally and regularly created, established, organized and existing municipal corporation under the general laws of the State of New Mexico; and

WHEREAS, the City now owns, operates and maintains a public joint utility comprised of water and wastewater services, and which the City hereby declares shall be continued to be operated as a public utility; and

WHEREAS, the City has heretofore provided for the imposition of rates and charges against users of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated October 31, 2001, in the aggregate principal amount of \$1,841,089, which loan agreement is payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated December 30, 2011, in the aggregate principal amount of \$256,000, which loan agreement is payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated October 1, 2012 in the aggregate principal amount of \$165,741, which loan agreement is payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated March 21, 2014, in the aggregate principal amount of \$64,000, which loan agreement is payable from, and has a subordinate lien on, the Net Revenues of the System; and

WHEREAS, the City entered into a loan agreement with the New Mexico Finance Authority, dated January 8, 2016 in the aggregate principal amount of \$75,000, which loan agreement is payable from, and has a subordinate lien on, the Net Revenues of the System; and

WHEREAS, the City issued its Joint Utility System Improvement Revenue Bonds, Series 2016 in the aggregate principal amount of \$910,000 on May 11, 2016 which Series 2016 Bonds are payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, the City intends to issue its Joint Utility System Improvement Revenue Bonds, Series 2019A in the aggregate principal amount of \$715,000 on or about August 1, 2019 which Series 2019A Bonds are payable from, and has a parity lien on, the Net Revenues of the System; and

WHEREAS, other than as identified in this Ordinance, the City has not pledged nor in any way hypothecated revenues derived from the System, or any part thereof, to the payment of any bonds or any other obligations now outstanding or for any other purpose; and

WHEREAS, the City is authorized under the Act to issue revenue bonds for the Project and the Series 2019B Bonds shall be issued pursuant to the Act; and

WHEREAS, the issuance of the Series 2019B Bonds will provide for the preservation of the public health, peace and safety; and

WHEREAS, it is in the best interest of the City that the Series 2019B Bonds be issued with a first lien on the Net Revenues; and

WHEREAS, the United States of America has offered to purchase the Series 2019B Bonds, in the principal amount of \$315,000 at par and at an interest rate of 2.50% per annum pursuant to this Ordinance, plus accrued interest, if any, to the date of delivery; and

WHEREAS, all required authorizations, consents or approvals of any state, governmental body, agency or authority, in connection with the authorization, execution and delivery of the Series 2019B Bonds which are required to have been obtained by the date hereof have been obtained, and which will be required to be obtained prior to the date of the issuance of the Series 2019B Bonds, will have been obtained by such date.

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

Section 1. Definitions. In addition to words and terms elsewhere defined in this Ordinance, the following words and terms shall have the following meanings:

“Act” means the powers of the City under the authority given by the provisions of Sections 3-31-1 through 3-31-12 NMSA 1978, as amended and supplemented, and all enactments of the Commission relating to the issuance of the Series 2019B Bonds.

“Bond Fund” means the “City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019B, Interest and Bond Retirement Fund” created by Section 16 hereof.

“Bondholder”, “holder” or “owner” means any registered owner of the Series 2019B Bonds.

“City” means the municipal corporation, a body corporate and politic known as the “City of Truth or Consequences, New Mexico.”

“Commission” means the City Commission, or any succeeding legislative body of the City, as such governing body from time to time may be constituted and authorized to act and approve actions by a properly constituted quorum.

“Construction Fund” means the “City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019B, Construction Fund” created by Section 14 hereof.

“Consulting Engineer” means any registered or licensed professional engineer or firm of such engineers having a wide and favorable repute for skill and experience in the field of designing, preparing plans and specifications for, and supervising construction of water/wastewater systems and facilities entitled to practice and practicing as such under the laws of the State of New Mexico.

“Debt Service Schedule” means the payment schedule for the Series 2019 Bonds as provided by the Purchaser, as the same may be revised in the event of partial prepayment of the Series 2019B Bonds.

“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 City as its fiscal year.

“Herein” or “hereby” or “hereunder” or “hereof” or “hereinbefore” or “hereinafter” refers to this Ordinance and not solely to the particular portion thereof in which such word is used.

“Income Fund” means the “Joint Utility System Gross Income Fund” continued by Section 16 hereof.

“Independent Accountant” means an accountant employed by the State of New Mexico and under supervision of the State Auditor or any certified public accountant, registered accountant, or firm of such accountants duly licensed to practice and practicing as such under the laws of the State of New Mexico, appointed and paid by the City who (a) is, in fact, independent

and not under the domination of the City, (b) does not have any substantial interest, direct or indirect, with the City, and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records of the City.

“Insured Bank” means a bank or savings and loan association insured by an agency of the United States and which invests public funds in accordance with the provisions of Section 6-10-10 NMSA 1978, as amended.

“Loan Resolution” means Form 1780-27 as approved and adopted by the Commission on June 26, 2019 relating to a loan of \$315,000 and a grant of \$485,600 and signed by the Mayor.

“Mayor” means the Mayor of the City, or if the form of government of the City is changed, the presiding officer of the City no matter how such officer may be designated.

“Net Revenues” means the Gross Revenues of the System less operation and maintenance expenses, which net revenues are pledged to the payment of the Series 2019B Bonds are provided herein.

“NMFA” means the New Mexico Finance Authority.

“NMFA Loan Agreement (2001)” means the loan agreement dated October 31, 2001, by and between the City and the New Mexico Finance Authority in the aggregate amount of \$1,841,089, which has a parity lien on Net Revenues of the System.

“NMFA Loan Agreement (2011)” means the loan agreement dated December 30, 2011, by and between the City and the New Mexico Finance Authority in the aggregate amount of \$256,000, which has a parity lien on Net Revenues of the System.

“NMFA Loan Agreement (2012)” means the loan agreement dated October 1, 2012, by and between the City and the New Mexico Finance Authority in the aggregate amount of \$165,741, which has a parity lien on Net Revenues of the System.

“NMFA Loan Agreement (2014)” means the loan agreement dated March 21, 2014, by and between the City and the New Mexico Finance Authority in the aggregate amount of \$64,000, which has a subordinate lien on Net Revenues of the System.

“NMFA Loan Agreement (2015)” means the loan agreement dated June 26, 2015, by and between the City and the New Mexico Finance Authority in the aggregate amount of \$75,000, which has a parity lien on Net Revenues of the System.

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

“Operation and Maintenance Fund” means the “Operation and Maintenance Fund” continued herein.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining and repairing the System, and shall include without limiting the generality of the foregoing, insurance premiums, reasonable charges of depository banks, paying agents and bond registrars, contractual services, professional services required by this Ordinance, salaries and System administrative expenses, labor, cost of materials and supplies used for current operations, legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System, any payments made to the City's general fund as payments in lieu of franchise taxes or fees or other City taxes or fees or other similar payments or transfers to other funds of the City, but shall not include any allowance for depreciation, liabilities incurred by the City as the result of negligence in the operation of the System, costs of improvements, extensions, enlargements or betterments, or any charges for the accumulation of reserves for capital replacements.

“Ordinance” means this ordinance.

“Outstanding” or “outstanding” means, on any particular date, the aggregate of such bonds issued and delivered under the City ordinance authorizing the issuance of such bonds except:

A. Those cancelled at or prior to such date or delivered to or acquired by the City at or prior to such date for cancellation;

B. Those which have been paid or are deemed to be paid in accordance with the City ordinance authorizing the issuance of the applicable bonds or otherwise relating thereto; and

C. Those in lieu of or in exchange or substitution for which other bonds have been delivered, unless proof satisfactory to the City and paying agent for the applicable bonds is presented that any bond for which a new bond was issued or exchanged is held by a bona fide holder in due course.

“Parity Obligations” or “Parity Bonds” means the NMFA Loan Agreement (2001), NMFA Loan Agreement (2011), NMFA Loan Agreement (2012), NMFA Loan Agreement (2015), Series 2016 Bonds, Series 2019B Bonds, and any other bonds and other obligations now or hereafter issued or incurred payable from the Net Revenues and issued or incurred with a lien on the Net Revenues on parity with the Series 2019B Bonds.

“Paying Agent” means the City Clerk-Treasurer or any successor thereto designated by the Commission to act in such capacity for the Series 2019B Bonds.

“Project” means acquiring, extending, enlarging, bettering, repairing or otherwise improving the wastewater infrastructure within the System as approved by the Rural Utilities Service.

“Purchaser” means the United States of America to whom the Series 2019B Bonds are to be originally sold and delivered.

“Registrar” means the City Clerk-Treasurer or any successor thereto designated by the Commission to act in such capacity for the Series 2019B Bonds.

“Required Reserve Fund Deposit” means the monthly amount required to be deposited in the Debt Service Reserve Fund as described in Section 17(C) hereof.

“Revenues”, “Gross Revenues”, “income” or “gross income” means all income and revenues (including but not limited to interest income from the investment of System revenues) derived by the City from the operation of the System, or any part thereof, whether resulting from improvements, extensions, enlargements, repairs or betterments to the System, or otherwise, and includes all revenues derived by the City or any municipal corporation succeeding to the rights of the City, from the System and from the sale and use of water or wastewater service and facilities, or any combination thereof, to the residents of what is now the City (including all territorial annexations which may be made while the Series 2019B Bonds or any part thereof are outstanding), or from the sale and use of water or wastewater service and facilities, by means of the System owned and operated by the City as the same may at any time exist to serve customers outside the City limits as well as customers within the City limits.

“Rural Utilities Service” means the United States Department of Agriculture, Rural Utilities Service.

“Series 2016 Bonds” means the City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2016 issued on May 11, 2016 in the aggregate amount of \$910,000, which bonds have a parity lien on Net Revenues of the System.

“Series 2019A Bonds” means the “City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019A” issued on or about August 1, 2019 in the aggregate amount of \$715,000, which bonds have a parity lien on Net Revenues of the System.

“Series 2019B Bonds” means the “City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019B” authorized by Section 5 hereof.

“Service Area” means the area served by the System, whether situated within or without the limits of the City.

“System” or “Utility” means the municipally owned public utility designated as the City's joint water and wastewater utility system, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the joint water and wastewater utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the City designated by the Commission as

part of the joint water and wastewater utility system, whether situated within or without the limits of the City.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Commission and the officers of the City directed toward the Project and toward the issuance of the Series 2019B Bonds and the sale of the Series 2019B Bonds to the Purchaser is hereby ratified, approved and confirmed.

Section 3. Authorization of Project. The Project shall be constructed and acquired at a total estimated cost not exceeding \$800,600 with costs in excess of the amount of the purchase price of the Series 2019B Bonds to be defrayed from sources other than proceeds from the issuance of the Series 2019B Bonds.

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

A. It is in the best interest of the City and its residents to undertake the sale of the Series 2019B Bonds.

B. Moneys available for the Project from all sources other than the issuance of the Series 2019B Bonds are not sufficient to accomplish the Project.

C. The issuance by the City of the Series 2019B Bonds under the Act to provide funds for the Project is necessary and in the interest of the public health, safety, morals and welfare of the residents of the City.

D. The Net Revenues may lawfully be pledged to secure the payment of the Series 2019B Bonds as set forth herein.

E. The net effective interest rate on the Series 2019B Bonds is less than the statutory maximum of 12% per annum.

Section 5. The Series 2019B Bonds.

A. Authorization. Pursuant to the findings of Section 4 hereof, it is hereby declared that the City, pursuant to the Act, shall issue and sell the Series 2019B Bonds. The Series 2019B Bonds, in the principal amount of \$315,000, are hereby authorized to be issued and sold at par to the Purchaser.

B. Details of the Series 2019B Bonds. There are hereby authorized and created a series of bonds designated as the "City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019B."

The Series 2019B Bonds shall be dated as of the date of issuance and delivery, shall be originally issued as one bond in the denomination of \$315,000, numbered R-1, shall be payable to the registered owner, shall bear interest on the outstanding principal amount of the Series 2019B

Bonds at a rate of 2.50% per annum, calculated on the basis of a 365-day year, actual number of days elapsed. Both principal and interest on the Series 2019B Bonds shall be payable in equal monthly installments commencing on or about August 1, 2020 and continuing on the 1st day of each month until the principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid in accordance with the terms of the Series 2019B Bonds, shall be come due and payable on August 1, 2059 (each installment being applied first to interest due and then to unpaid principal).

The form, term, and provisions of the Series 2019B Bonds, in the form set forth in Section 12 hereof are hereby approved with only such changes therein as are not inconsistent with this Ordinance.

Section 6. Prior Redemption.

A. Optional Redemption, Date and Price. The Series 2019B Bonds, on and after January 1, 2030, are subject to prior redemption at the option of the City on any date, in whole or in part, as the City may determine, at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption. Additionally, any Series 2019B Bonds owned by the United States of America are subject to redemption prior to maturity, on any date without restriction, in whole or in part, as the City may determine, at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption. Any partial redemption of the Series 2019B Bonds shall be in inverse order of principal maturity and, after principal redemptions, if any, interest thereafter shall accrue only upon the then outstanding principal amount of Series 2019B Bonds.

B. Notice. Notice of redemption shall be given by the Registrar by sending a copy of such notice by first-class, postage prepaid mail at least thirty (30) days prior to the redemption date to the registered owner of the Series 2019B Bonds to be redeemed at the address shown on the registration books kept by the Registrar as of the close of business of the Registrar on the fifth day prior to the mailing of notice. Notice of redemption shall specify the principal amount to be redeemed, the date fixed for redemption, and that on such redemption date there will become and be due and payable at the office of the Paying Agent the principal amount to be redeemed plus accrued interest to the redemption date and that from and after such date interest will cease to accrue on such amount. Notice having been given in the manner provided above, the principal amount of the Series 2019B Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem the principal amount of the Series 2019B Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the principal amount of the Series 2019B Bonds to be redeemed shall be deemed not outstanding and shall cease to bear interest from and after such redemption date. Upon presentation of the Series 2019B Bonds to be redeemed at the office of the Paying Agent, the Paying Agent will pay the principal amount of the Series 2019B Bonds so called for redemption plus accrued interest to the redemption date.

Section 7. Signatures, Execution and Authentication of Series 2019B Bonds.

A. Filing of Signatures. Prior to the execution of any Series 2019B Bond, the Mayor and City Clerk-Treasurer shall each file with the New Mexico Secretary of State his or her manual signature certified by him or her under oath pursuant to Sections 6-9-1 to 6-9-6 NMSA 1978, as amended; provided that filing shall not be necessary for any officer where any previous filing may have legal application to the Series 2019B Bonds.

B. Execution. The Series 2019B Bonds shall be signed with the engraved, imprinted, stamped or otherwise reproduced facsimile of the signature, or the manual signature, of the Mayor and shall be attested with the facsimile or the manual signature of the City Clerk-Treasurer. There shall be affixed to each Series 2019B Bond the printed, engraved, stamped or otherwise placed facsimile of, or imprint of, the City's corporate seal. The Series 2019B Bonds shall be authenticated by the manual signature of an authorized officer of the Registrar. The Series 2019B Bonds when authenticated and bearing the manual or facsimile signature of the officers in office at the time of signing thereof shall be valid and binding special obligations of the City, notwithstanding that before delivery thereof and payment therefor, any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. The Mayor and City Clerk-Treasurer, at the time of the execution of the Series 2019B Bonds and the signature certificate, each may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Series 2019B Bonds or certificates pertaining to the Series 2019B Bonds.

C. Authentication. No Series 2019B Bond shall be valid or obligatory for any purpose unless the certificate of authentication has been duly executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been fully executed if manually signed and inscribed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Series 2019B Bonds issued hereunder.

Section 8. Negotiability. The Series 2019B Bonds shall be fully negotiable and shall have all the qualities of negotiable paper, and the Bondholder shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code--Investment Securities.

Section 9. Payment and Presentation of Series 2019B Bonds for Payment. Principal and interest on the Series 2019B Bonds shall be payable in lawful money of the United States of America, without deduction for exchange or collection charges. Principal and interest on the Series 2019B Bonds shall be payable by check or draft mailed to the registered owner thereof (or in such other manner as may be agreed upon by the Paying Agent and the registered owner), as shown on the registration books maintained by the Registrar at the address appearing therein on the 5th calendar day next preceding the payment date (the "Record Date"). If any payment on the Series 2019B Bonds remains unpaid when due, the payment shall continue to bear interest at the rate or rates designated in, and applicable to, the Series 2019B Bonds. The records of the Paying Agent and the Registrar with respect to payments paid to the registered owners of the Series 2019B Bonds shall be conclusive and no posting or notation of payments on the Series 2019B Bond forms shall be required.

Section 10. Registration, Transfer, Exchange and Ownership of Series 2019B Bonds.

A. Registration, Transfer and Exchange. The City shall cause books for registration, transfer, and exchange of the Series 2019B Bonds as provided herein to be kept at the principal office of the Registrar. At all times while the Series 2019B Bonds are held or insured by the United States of America, the Series 2019B Bonds shall be registered only in the name of "United States of America". The principal of and interest payable on the Series 2019B Bonds may be separately registered on the registration books at the request of the United States of America. Subject to the restrictions set forth in the preceding sentence, upon surrender for transfer or exchange of the fully registered Series 2019B Bonds at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar shall, without cost to the registered owner, authenticate and deliver, not more than three (3) business days after receipt of the Series 2019B Bonds to be transferred, in the name of the transferee or registered owner, as appropriate, a new Series 2019B Bond or Series 2019B Bonds in authorized denominations, in fully registered form of the same aggregate principal amount, maturity and interest rate.

B. Limitations. The Registrar shall not be required to transfer or exchange any Series 2019B Bonds (i) during the period of fifteen (15) days next preceding mailing of notice calling the Series 2019B Bonds for prior redemption as herein provided, or (ii) after mailing to the registered owner of notice calling such Series 2019B Bonds for prior redemption as herein provided. The Registrar shall close books for change of registered owners' addresses five (5) days prior to each payment date. Transfers shall be permitted within the five (5) days prior to each payment date; such transfer shall not include a transfer of the principal and interest payable on such payment date.

C. Owner of Series 2019B Bonds. The entity in whose name the Series 2019B Bonds are registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either the principal of or interest on the Series 2019B Bonds shall be made only to or upon the order of the registered owner thereof or his legal representative as stated herein, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2019B Bonds to the extent of the sum or sums so paid.

D. Lost Series 2019B Bonds. If the Series 2019B Bonds shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such Series 2019B Bonds, if mutilated, and such evidence, information or indemnity relating thereto as the Registrar may reasonably require, authenticate and deliver replacement Series 2019B Bonds of a like aggregate principal amount and of the same series, maturity and interest rate, bearing a number or numbers not contemporaneously outstanding. If any such lost, stolen, destroyed or mutilated Series 2019B Bonds shall have matured, the Registrar may request the Paying Agent to pay such bond in lieu of replacement.

Section 11. Special Obligations. The Series 2019B Bonds, together with interest accruing thereon, shall be payable and collectible solely out of Net Revenues, the revenues of

which are so pledged, and the Bondholders may not look to any general or other municipal fund for the payment of principal and interest on such obligations, except the designated special funds pledged therefor. The Series 2019B Bonds shall not constitute indebtedness or a debt within the meaning of any constitutional or statutory provision or limitation, nor shall they be considered or held to be general obligations of the City. Nothing herein shall prevent the City from using any other legally available funds for the payment of the principal of and interest on the Series 2019B Bonds, in its sole discretion.

Section 12. Form of Series 2019B Bonds. The Series 2019B Bonds and the forms of authentication and assignment to be attached thereto shall be in substantially the following form with such changes therein as are not inconsistent with this Ordinance.

(Form of Series 2019B Bonds)

UNITED STATES OF AMERICA
STATE OF NEW MEXICO COUNTY OF SIERRA
CITY OF TRUTH OR CONSEQUENCES
JOINT UTILITY SYSTEM IMPROVEMENT REVENUE BONDS
SERIES 2019B

No. R-1 **\$315,000**

Interest Rate	Maturity Date	Date of Bonds
2.50%	August 1, 2059	August 1, 2019

REGISTERED OWNER: UNITED STATES OF AMERICA

PRINCIPAL AMOUNT: SEVEN HUNDRED FIFTEEN THOUSAND DOLLARS

The City of Truth or Consequences, New Mexico (the "City") for value received, hereby acknowledges itself indebted and promises to pay, but only from the sources and in the manner provided for herein, to the Registered Owner stated above, or its registered assigns, in lawful money of the United States of America the principal amount stated above, together with interest thereon, in the amounts and on the dates set forth in the debt service schedule provided by the Registered Owner, until full payment of the principal amount plus accrued interest has been made. This bond shall bear interest on the outstanding principal amount hereof at the rate of 2.50% per annum, calculated on the basis of a 365-day year, actual number of days elapsed. Both principal and interest on the Series 2019 Bonds shall be payable in equal monthly installments commencing August 1, 2020 and continuing on the 1st day of each month until the principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid in accordance with the terms of the Series 2019 Bonds, shall be come due and payable on August 1, 2059 (each installment being applied first to interest due and then to unpaid principal). Payment of principal and interest of the Series 2019 Bonds shall be made through an electronic preauthorized debt system to the registered owner shown on the registration books of the City, which shall be maintained by the City Clerk-Treasurer, as Registrar. Final payment shall be payable upon presentation and surrender of the Series 2019 Bonds to the City Clerk-Treasurer, as

Paying Agent. The principal of and interest payable on the Series 2019 Bonds may be separately registered on the registration books at the request of the United States of America. If any payment of this bond is not made as herein provided, the payment shall continue to bear interest at the Interest Rate stated above until the payment is paid in full. The principal and interest on this bond are payable in lawful money of the United States of America, without deduction for the services of the Paying Agent or Registrar.

This bond is a fully registered bond of the City in the aggregate principal amount of \$315,000, designated as the "City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019B" (the "Series 2019B Bonds") issued under and pursuant to City Ordinance No. _____ (the "Bond Ordinance").

FOR PURPOSES OF SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED TO DATE OF ORIGINAL DELIVERY OF THIS BOND, THE CITY HAS DESIGNATED THE BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS."

This bond may be redeemed, in whole or in part, at the option of the City on any date on or after January 1, 2030 at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption. Additionally, if this bond is owned by the United States of America, it may be redeemed on any date without restriction, at a redemption price equal to the principal amount being redeemed, plus accrued interest to the date fixed for redemption.

Notice of redemption will be given by providing at least thirty (30) days prior written notice by first-class, postage prepaid mail to the owner of the Series 2019B Bonds, to be redeemed at the address shown on the registration books as of the close of business of the Registrar on the fifth day prior to the mailing of notice. The notice of redemption shall specify the redemption date and the principal amount thereof, plus accrued interest to the redemption date, and that from and after such date interest will cease to accrue. Notice having been given in the manner provided above, the Series 2019B Bonds so called for redemption shall become due and payable on the redemption date so designated and if an amount of money sufficient to redeem the Series 2019B Bonds called for redemption shall on the redemption date be on deposit with the Paying Agent, the Series 2019B Bonds to be redeemed shall not be deemed to be outstanding and shall cease to bear interest from and after such redemption date.

At all times while the Series 2019B Bonds are held or insured by the United States of America, the Series 2019B Bonds shall be registered only in the name of "United States of America". Subject to the restrictions set forth in the preceding sentence, upon surrender for transfer or exchange of this bond at the principal office of the Registrar duly endorsed by the registered owner or his attorney duly authorized in writing, or accompanied by a written instrument of transfer or exchange in form satisfactory to the Registrar and duly executed, the Registrar will authenticate and deliver in the name of the transferee or registered owner, as appropriate, a new bond in fully registered form of the same outstanding principal amount, maturity and interest rate, in an authorized denomination. The person in whose name any Bond is registered will be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal of and interest on the Series 2019B Bonds will be made only to or upon the order of the registered owner

thereof or his legal representative. All such payments will be valid and effectual to satisfy and discharge the liability upon the Series 2019B Bonds to the extent of the sum so paid.

This bond and the payments of principal hereof and interest hereon do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, shall not be considered or held to be a general obligation of the City and is payable and collectible solely out of the net revenues of the City's joint utility system (the "Net Revenues") as more particularly described in the Bond Ordinance. The holder of this bond may not look to any general or other municipal fund for payment of the principal of or interest on this bond. The City has covenanted to pay the Net Revenues an amount sufficient to pay specified operation and maintenance expenses of the System, the monthly Required Reserve Fund Deposit (as defined in the Bond Ordinance), and the regularly scheduled payments on the Series 2019B Bonds and other Parity Obligations when due. For a more complete description of the nature and extent of the security, including the monthly deposits to the various reserve funds afforded by the Bond Ordinance for the payment of the principal of and interest on the Series 2019B Bonds, reference is made to the Bond Ordinance.

The Series 2019B Bonds are issued by the City for the purpose of acquiring, extending, enlarging, bettering, repairing or otherwise improving the wastewater infrastructure within the City's Joint Utility System (the "Project").

The Series 2019B Bonds are secured by a pledge of the Net Revenues. The Series 2019B Bonds constitute an irrevocable first lien (but not an exclusive first lien) upon the Net Revenues on parity with the lien thereon of the City's outstanding Parity Obligations (as defined in the Bond Ordinance). Additional bonds may be issued and made payable from the Net Revenues, subject to express conditions, having a lien thereon on parity with the lien of the Series 2019B Bonds in accordance with the provisions of the Bond Ordinance. The City covenants and agrees with the owner of this bond and with each and every person who may become the owner hereof that it will keep and perform all of the covenants of the Bond Ordinance.

The Series 2019B Bonds will not be entitled to any benefit under the Bond Ordinance or become valid or obligatory for any purpose until an authorized officer of the Registrar has manually signed the Certificate of Authentication hereon.

It is hereby certified that all acts and conditions necessary to be done or performed by the City or to have happened precedent to and in the issuance of the Series 2019B Bonds to make them legal, valid and binding special obligations of the City have been performed and have happened, as required by law, and that the Series 2019B Bonds do not exceed or violate any constitutional, statutory or charter limitation. No member of the City Commission, or any officer or employee of the City, including those executing this bond, shall be personally liable on any Series 2019B Bonds.

IN WITNESS WHEREOF, the City of Truth or Consequences, in the State of New Mexico, has caused this bond to be signed and executed on the City's behalf by the signatures of its Mayor and City Clerk-Treasurer and has caused the seal of the City to be affixed hereon all as of the Date of Bond specified above.

CITY OF TRUTH OR CONSEQUENCES
NEW MEXICO

By _____
Mayor

[SEAL]

By _____
Clerk-Treasurer

(Form of Certificate of Authentication)

Date of Registration: _____

This bond is one of the Series 2019B Bonds authorized to be issued by and under the provisions of the Bond Ordinance.

By _____
Clerk-Treasurer
Truth or Consequences, New Mexico

(End of Form of Certificate of Authentication)

(Form of Assignment)

ASSIGNMENT CLAUSE

For value received, the undersigned sells, assigns and transfers unto _____, whose social security or tax identification number is _____, the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ as legal representative to transfer the within bond on the books of the Registrar, with full power of substitution in the premises.

DATED: _____

NOTE: The above signature must correspond with the name as written on the face of the within bond in every particular.

(End of Form of Assignment)

(End of Form of Bonds)

Section 13. Sale of Series 2019B Bonds. The sale and award of the Series 2019B Bonds to the Purchaser are hereby ratified, approved and confirmed. The Mayor and other City officers are hereby authorized to do all things necessary and consistent with this Ordinance in connection with the sale, issuance and delivery of the Series 2019B Bonds.

Section 14. Delivery of the Series 2019B Bonds and Disposition of Proceeds. When the Series 2019B Bonds have been duly executed and authenticated, they shall be delivered to the Purchaser. By purchasing the Series 2019B Bonds, the United States of America agrees to pay to the City the principal amount of the Series 2019B Bonds.

The City shall account for the proceeds of the Series 2019B Bonds as follows:

A. Accrued Interest. The Series 2019B Bonds shall be dated as of the date of actual issuance and delivery and no accrued interest shall be payable by the United States of America for the period prior to the date of actual issuance and delivery of the Series 2019B Bonds.

B. Sale Proceeds. The proceeds from the sale of the Series 2019B Bonds shall be deposited promptly upon the receipt thereof in a separate account in an Insured Bank, designated by the City, which account is hereby created and shall be known as the "City of Truth or Consequences, New Mexico Joint Utility System Improvement Revenue Bonds, Series 2019B, Construction Fund." The Insured Bank shall be required to pledge collateral security for all deposits in the Construction Fund in accordance with the laws of the State of New Mexico, and laws and regulations of the United States of America. The monies in the Construction Fund, except as herein otherwise specifically provided, shall be used and paid out solely for the purposes specified in this Ordinance.

C. Purchaser Not Responsible. The Purchaser of the Series 2019B Bonds shall not be responsible for the application or disposal by the City or by its officers of the funds derived from the sale thereof or of any other funds herein designated.

Section 15. The Construction Fund.

A. Withdrawals. Monies shall be withdrawn from the Construction Fund for the Project upon warrants or checks drawn and signed by the Mayor and the City Clerk-Treasurer.

No such warrant or check for any sum for any actual construction work or purchase of construction materials pursuant to the terms and provisions of construction contracts shall be issued until the City has received engineering approval certifying that such sum is due and owing for work under such contracts and has received approval and concurrence for such payment from the Rural Utilities Service. The designated engineering approval shall be by the Consulting Engineer whose approval must be in the form of a written certificate stating that the payment therein approved is being made to pay for materials supplied or work satisfactorily completed in substantial accordance with the plans and specifications for the work involved. The designated Rural Utilities Service approval shall be in the form of a written certificate stating that the Rural Utilities Service has reviewed the request for payment and has concurred with making the payment. Such certificates of approval shall be in appropriate form, shall be signed by the Consulting Engineer or his duly authorized representative or by an authorized representative of the Rural Utilities Service, as applicable, and shall be filed with the City Clerk-Treasurer and the Insured Bank holding the Construction Fund.

B. Disposition of Unspent Amounts in the Construction Fund. When all work on the Project is completed in accordance with the plans and specifications and all amounts due therefor are paid, the Consulting Engineer and the Rural Utilities Service shall file with the Insured Bank and the City Clerk-Treasurer a certificate so stating, and thereupon the Insured Bank shall transfer to the Bond Fund all funds remaining in the Construction Fund, if any, and such proceeds shall be promptly used to pay debt service on the Series 2019B Bonds.

Section 16. Special Funds.

A. The Income Fund is hereby continued. The Joint Utility System Gross Income Fund shall be used for the deposit of the Gross Revenues of the System and shall be a special fund, not part of the general treasury or general fund of the City.

B. The Operation and Maintenance Fund is hereby continued as a separate account in the Income Fund and shall be used for the deposit of revenues of the System to be used for the payment of Operation and Maintenance Expenses of the System as set forth in Section 17 of this Ordinance.

C. The Bond Fund is hereby created as a separate account in the Income Fund and shall be used for deposit of Net Revenues of the System to be used for the payment of principal and interest on the Series 2019B Bonds as set forth in Section 17 hereof.

D. The Debt Service Reserve Fund is hereby created as a separate account in the Income Fund and shall be used as set forth in Section 17 hereof.

Section 17. Administration of Income Fund. So long as the Series 2019B Bonds shall be outstanding either as to principal or interest, or both, the Gross Revenues of the System shall be set aside and deposited into the Income Fund and the following monthly payments shall be made from the Income Fund:

A. Operation and Maintenance Expenses. Money in the Income Fund shall first be disbursed to make deposits into the Operation and Maintenance Fund. There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current Operation and Maintenance Expenses of the month plus an amount equal to 1/12th of the Operation and Maintenance Expenses payable on an annual basis such as insurance.

B. Bond Fund. Second and concurrently with the monthly payments required by paragraphs C and D of this Section, and subject to and after the payments required by paragraph A of this Section, from any moneys remaining in the Income Fund there shall be deposited to the Bond Fund the following:

(1) Monthly, commencing on the first of the month immediately succeeding the issuance and delivery of the Series 2019 Bonds, an amount which is necessary, together with any moneys therein and available therefor, to pay the payment of principal and interest on the Series 2019 Bonds as provided in the Debt Service Schedule; and

(2) If prior to any payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next payment of principal and interest, the payment required in subparagraph (1) of this subsection, may be appropriately reduced; but the required monthly amounts shall again be credited to the Bond Fund commencing on the applicable payment date.

Except as provided in paragraph I of this Section, the moneys in the Bond Fund shall be used only to pay the principal of and interest on the Series 2019B Bonds as the same become due.

C. Debt Service Reserve Fund. Concurrently with the monthly payments required by paragraphs B and D of this Section, and subject to and after the payments required by paragraph A of this Section, from any moneys remaining in the Income Fund there shall be deposited in the Debt Service Reserve Fund, monthly, commencing on the first day of the month immediately succeeding delivery of the Series 2019B Bonds, an amount equal to one-one hundred and twentieth (1/120) of the average annual principal and interest installment payment on the Bonds ("Required Reserve Fund Deposit"). Monthly payments of the Required Reserve Fund Deposit shall be made into the Debt Service Reserve Fund until there is accumulated one annual installment of principal and interest due on the Bonds. The accumulated amounts of the Required Reserve Fund Deposits in the Debt Service Reserve Fund shall be maintained as a continuing reserve to be used, with the approval of the Rural Utilities Service or the registered owner of the Series 2019B Bonds, only (i) to prevent deficiencies in the payment of the principal of and interest on the Series 2019B Bonds resulting from the failure to deposit into the Bond Fund sufficient funds to pay said principal and interest as the same become due, (ii) for paying the cost of repairing or replacing any damage to facilities constituting a part of the System caused by catastrophe, (iii) for

extensions or improvements to facilities constituting a part of the System, and (iv) for repairing or replacing of short-lived assets which have a useful life significantly less than the final maturity date of the Series 2019B Bonds. After any use of moneys in the Debt Service Reserve Fund for an approved purpose as set forth in the preceding sentence, monthly deposits of the Required Reserve Fund Deposit shall continue until there is accumulated one annual installment of principal and interest due on the Bonds. Moneys on deposit in the Debt Service Reserve Fund to the extent in excess of the amount which may be held in a “reasonably required reserve fund” within the meaning of the Internal Revenue Code of 1986, as amended, and applicable U.S. Treasury Regulations (collectively, the “Code”) shall not be invested at a yield in excess of the yield on the Series 2019B Bonds or in any other manner which would cause the Series 2019B Bonds to become “arbitrage bonds” within the meaning of the Code or otherwise cause interest on the Series 2019B Bonds to become includible in gross income of the registered owner thereof for federal income tax purposes under the Code.

D. Payment of the Additional Parity Obligations. Concurrently with the payments required by paragraphs B and C of this Section, and subject to and after the payments required by paragraph A of this Section, any balance remaining in the Income Fund shall be used by the City for the payment of principal of and interest on the Parity Obligations (including, in each case, reserves therefor), if any, issued and payable from the Net Revenues, as the same accrue.

E. Defraying Delinquencies in the Bond Fund and the Debt Service Reserve Fund. If, in any month, the City shall, for any reason, fail to pay into the Bond Fund the full amount above stipulated from the Net Revenues, then an amount equal to the difference between that paid from the Net Revenues and the full amount so stipulated shall be paid into the Bond Fund from the Debt Service Reserve Fund. If, in any month, the City shall, for any reason, fail to pay into the Debt Service Reserve Fund the Required Reserve Fund Deposit, the difference between the amount paid and the amount of the Required Reserve Fund Deposit shall be paid therein from the first Net Revenues thereafter received from the operation of the System not required to be otherwise applied.

F. Termination upon Deposits to Maturity. No payment need be made into the Bond Fund, the Debt Service Reserve Fund, or both, if the amount in the Bond Fund and the amount in the Debt Service Reserve Fund total a sum at least equal to the entire amount of the outstanding Series 2019B Bonds, both as to principal and interest to their maturities, and both accrued and not accrued, in which case, moneys in the two funds in an amount at least equal to such principal and interest requirements shall be used solely to pay such as the same become due, and any moneys in excess thereof in the two funds and any other moneys derived from the operation of the System may be used as provided in this Section.

G. Payment of Subordinate Obligations. Third, and subject to and after the payments required by paragraphs A through F of this Section, from any monies remaining in the Income Fund, there shall be made the payment of interest on and principal of, and reserves for, additional bonds or other obligations hereafter authorized to be issued and payable from the Net Revenues with a lien thereon which is subordinate and junior to the lien thereon of Parity Obligations, including the NMFA Loan Agreement (2014) and NMFA Loan Agreement (2016).

H. Use of Surplus Revenues. Gross revenues accumulated over and above that needed to pay Operating and Maintenance Expenses and debt service and reserves for any outstanding obligations may only be retained or used to make prepayments on the Parity Obligations or subordinate obligations or for System improvements. Gross Revenues cannot be used to pay any expenses which are not directly incurred for the System.

Section 18. General Administration of Funds. The funds designated in Sections 16 and 17 shall be administered and invested as follows:

A. Places and Times of Deposits. The funds shall be separately maintained as a trust fund or funds for the purposes established and shall be deposited in one or more bank accounts in an Insured Bank or Banks. Each fund shall be continuously secured to the extent required by law and shall be irrevocable and not withdrawable by anyone for any purpose other than the stated purpose. Payments shall be made into the proper account not later than the first day of the month except when the first day shall be a Sunday or legal holiday, and then payment shall be made on the next succeeding secular day. No later than three (3) days prior to each payment date, moneys sufficient to pay interest and principal then due on the Series 2019B Bonds shall be transferred to the Paying Agent. Nothing in this Ordinance shall prevent the Commission from establishing one or more bank accounts in an Insured Bank or Insured Banks for all the funds required by this Ordinance or, except for the Construction Fund which must be maintained as a separate account, shall prevent the combination of such funds and accounts with any other bank account or accounts for other funds and accounts of the City.

B. Investment of Moneys. Moneys in any fund or account not immediately needed may be invested in any investment permitted by law. The obligations so purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any loss resulting from such investment shall be charged to such fund or account. The City Clerk-Treasurer shall present for redemption or sale on the prevailing market any obligations so purchased as an investment of moneys in the fund or account whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund.

Section 19. Lien on Net Revenues. The Series 2019B Bonds shall constitute an irrevocable first lien (but not an exclusive first lien) on, and the City hereby grants to the owners of the Series 2019B Bonds a security interest in, the Net Revenues as set forth herein and on parity with any existing Parity Obligations or future Parity Obligations which may be issued. The Net Revenues are hereby authorized to be pledged and are hereby pledged and the City grants a security interest therein and in the funds on deposit in the Bond Fund and Debt Service Reserve Fund for the payment of the principal of and interest on the Series 2019B Bonds.

Section 20. Additional Bonds or Other Obligations Payable from Net Revenues.

A. Earnings Test. Nothing in this ordinance contained shall be construed to prevent the issuance by the City of additional Parity Obligations payable from the Net Revenues and constituting a lien upon said revenues on a parity with, but not prior or superior to the lien of the Series 2019B Bonds, nor to prevent the issuance of bonds or other obligations refunding all or

a part of the Series 2019B Bonds, provided, however, that before any such additional Parity Obligations are authorized or actually issued, the following tests shall be satisfied:

(1) The City is not, and has not been in default as to making any payments required by Section 17 hereof during the twelve months immediately preceding the issuance of such additional Parity Obligations, or if none of the Series 2019B Bonds have been issued and Outstanding for a period of at least twelve months, then for the longest period of time any of such Series 2019B Bonds have been issued and Outstanding; and

(2) The Net Revenues for the Fiscal Year immediately preceding the date of issuance of such additional Parity Obligations shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined average annual principal and interest requirements coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations payable from and constituting a lien upon the Net Revenues and the additional Parity Obligations proposed to be issued (excluding any reserves therefor).

The foregoing limitations on the issuance of Parity Obligations shall not apply with regard to issuance of the Series 2019B Bonds or in the case of the issuance of additional Parity Obligations necessary to complete the Project in accordance with the original plans and specifications therefor.

B. Certification or Opinion of Earnings. A written certification or opinion by the Independent Accountant or City Clerk-Treasurer that Net Revenues for the Fiscal Year immediately preceding the date of issuance of the proposed additional Parity Obligations are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver the proposed additional Parity Obligations on a parity with the Series 2019B Bonds.

C. Consideration of Additional Revenue Permitted. In determining whether or not additional Parity Obligations may be issued as aforesaid, consideration may be given to any probable increase in the estimated Net Revenues of the System that may result from the expenditure of funds proposed to be derived from the issuance and sale of the proposed additional Parity Obligations or an increase in System rates.

D. Subordinate Obligations Permitted. Nothing herein contained shall be construed to prevent the City from issuing bonds or other obligations payable from the revenues of the System and having a lien thereon subordinate, inferior and junior to the lien of the Series 2019B Bonds.

E. Superior Obligations Prohibited. Nothing herein contained shall be construed to permit the City to issue bonds or other obligations payable from the revenues of the System and having a lien thereon prior and superior to the lien of the Series 2019B Bonds.

F. Rural Utilities Service Consent Required. No additional bonds or other obligations payable from revenues of the System (including Parity Obligations and subordinate obligations) will be issued without the prior written consent of Rural Utilities Service.

Section 21. Refunding Bonds. The provisions of Section 20 hereof are subject to the following exceptions:

A. Privilege of Issuing Refunding Obligations. If at any time the Commission shall find it desirable to refund the Outstanding Series 2019B Bonds, the Series 2019B Bonds may be refinanced and paid, in whole or in part, in advance of their maturity (but only with the consent of Rural Utilities Service, unless the obligations shall then mature or be callable). No refunding obligations shall be issued to advance refund or defease all or any portion of the Series 2019B Bonds as prohibited by Rural Utilities Service Instruction 1942.19(h)(10)(iii). As required by the Loan Resolution, the City shall issue refunding obligations to pay and refinance the Outstanding Series 2019B Bonds, in whole or in part, at the request of Rural Utilities Service if at any time it shall appear to Rural Utilities Service that the City is able to refund the Outstanding Series 2019B Bonds by issuing bonds or obtaining a loan at reasonable rates and terms for bonds or loans for similar purposes and periods of time.

B. Limitations upon Issuance of Parity Refunding Obligations. No refunding bonds or other refunding obligations payable from any revenues of the System shall be issued on a parity with the Series 2019B Bonds, unless the refunding bonds or other refunding obligations are issued in compliance with paragraph A of Section 20 hereof.

C. Limitations upon Issuance of any Refunding Obligations. Any refunding bonds or other refunding obligations payable from any revenues of the System shall be issued with such details as the Commission may provide by ordinance and only with the consent of Rural Utilities Service and in accordance with any applicable Rural Utilities Service regulations, so long as the United States of America is the holder and/or insurer of the Series 2019B Bonds.

Section 22. Protective Covenants. The City covenants and agrees with each and every holder of the Series 2019B Bonds:

A. Public Utility. The municipal joint water and wastewater facilities of the City shall continue to constitute a public utility designated as the System and shall hereafter be operated and maintained as a public utility.

B. Use of Series 2019B Bonds Proceeds. The City, with the proceeds derived from the sale of the Series 2019B Bonds, shall proceed with and complete acquisition and construction of the Project without delay.

C. Payment of the Series 2019B Bonds. The City shall promptly pay the principal of and interest on the Series 2019B Bonds at the place, on the dates, and in the manner specified herein. Principal and interest on the Series 2019B Bonds are payable solely from Net Revenues, and the special funds herein authorized for such purpose.

D. City's Existence. The City shall maintain its corporate identity and existence so long as the Series 2019B Bonds remain outstanding, unless another political subdivision or authority by operation of law succeeds to the liabilities and rights of the City,

without adversely affecting to any substantial degree the privileges and rights of the holder of the Series 2019B Bonds.

E. Impairment of Contract. Except with the approval of the holder of the Outstanding Series 2019B Bonds, the City agrees that this Ordinance shall not be repealed or otherwise directly or indirectly modified, in such a manner as to adversely affect the Outstanding Series 2019B Bonds.

F. Use Charges. Rates for services rendered by the System shall be reasonable and just, taking into account the cost and value of the System, Operation and Maintenance Expenses, proper allowances for depreciation and the amounts necessary to retire all bonds payable from Net Revenues, and any reserves therefor. There shall be charged against all users, including the City, rates and amounts, which shall be increased from time to time if necessary, sufficient to produce revenues to pay the annual Operation and Maintenance Expenses, the monthly Required Reserve Fund Deposit, and 120% of the combined average annual principal and interest requirements on all outstanding Parity Bonds and other obligations payable from Net Revenues. No free services of the System shall be furnished by the City. Any use of the System by the City shall be paid for from the City's general fund at the reasonable value of the use so made. Income so derived from the City shall be treated in the same manner as any other System income. The City is granted a statutory lien upon realty for unpaid rates and charges pursuant to Section 3-23-6 NMSA 1978. The City covenants and agrees that it will cause any lien on each property to be perfected and enforced in accordance with the provisions of Sections 3-23-6 and 3-36-1 through 3-36-7 NMSA 1978.

G. Levy and Reduction of Charges. Prior to the delivery of the Series 2019B Bonds, the City has established and levied the required rates and charges for use of the System. No reduction in any initial rate schedule may be made unless:

(1) The City has complied with Section 17 hereof for at least one Fiscal Year immediately preceding such reduction;

(2) The audit for the one full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule will be sufficient to meet the requirements of paragraph F of this Section; and

(3) The City has obtained the written consent of the Rural Utilities Service if the United States of America is the holder of the Series 2019B Bonds.

H. Efficient Operation. The City shall operate the System as long as the Series 2019B Bonds are outstanding and shall make such improvements and repairs to the System as may be necessary to insure its economical and efficient operation and its ability to meet demands for service and its continual operation and maintenance in good condition.

I. Records of System. Separate records will be kept showing complete and correct entries of all transactions relating to the System. Such records shall include monthly entries

showing the number of customers, the revenues received, a detailed statement of expenses, and such other items specified by the Rural Utilities Service.

J. Right to Inspect. The United States of America, any other owner of the Series 2019B Bonds or their duly authorized agents shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto.

K. Audits and Budgets. So long as the Series 2019B Bonds shall be Outstanding, the City shall furnish to the Purchaser, and to any owner or owners or insurers of the Series 2019B Bonds who has requested the same, not later than thirty (30) days after the close of each three-month fiscal period, complete operating and income statements of the System in reasonable detail covering such three-month period, and, not later than sixty (60) days after the close of each fiscal year, complete financial statements of the System to the owner of the Series 2019B Bonds covering such fiscal year. For a fiscal year in which an audit report is required under OMB Circular A-128 or the Purchaser's regulations as set forth in the Letter of Conditions issued to the City by the Purchaser, such report will take the place of the year-end financial statements and be submitted to the Purchaser within the timeframe required for the type of report submitted. In addition, the City will prepare and adopt prior to the beginning of each fiscal year, a budget for the ensuing fiscal year for the System, such budget to include an estimate of revenues and expenses during such fiscal year. The City will furnish a copy of each annual report and budget to Rural Utilities Service when available and without request, and to any other owner of the Series 2019B Bonds upon request.

L. Billing Procedure and Discontinuance of Service. All System bills shall be sent out on a regularly established day of each month in advance or after service is rendered. If bills are not paid within a reasonable time after such date, they shall be collected in any lawful manner. Upon nonpayment of charges, water or wastewater service will be discontinued if permitted by law and will be restored only upon payment of the delinquent amounts plus the cost of restoration.

M. Use of Bond Fund and Reserve Fund. The Bond Fund and Debt Service Reserve Fund shall be used solely and only, and said funds are hereby pledged, for the purposes set forth in this Ordinance.

N. Charges and Liens upon System. The City, from Revenues, will pay all taxes and governmental charges lawfully levied in respect of the System when due. The City will comply with all valid requirements of any governmental authority relative to the System and will not create or permit to be created any lien or charge on the System or the Revenues except as permitted herein. The City will satisfy within sixty days after the same shall accrue all lawful claims and demands which might by law become a lien on the System or upon the Revenues unless the validity thereof is being contested in good faith by appropriate legal proceedings.

O. Insurance. The City, in its operation of the System, will carry fire and extended coverage insurance, public liability insurance and other types of insurance in such amounts and to such extent as is normally carried by private corporations operating facilities of the same type. The City will also maintain, as provided by law, a self-insurance fund to cover

workmen's compensation insurance or will carry equivalent insurance. The cost of insurance shall be considered one of the Operation and Maintenance Expenses of the System. In the event of property loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged, any remainder shall be treated as Net Revenues, and shall be subject to distribution in the manner provided hereinabove in Section 17, for Net Revenues derived from the operation of the System. Nothing herein shall prevent the City from establishing a funded self-insurance program. In addition to the insurance required by this subsection, the City will acquire and maintain such additional insurance as may be required by the Rural Utilities Service.

P. Competing System. The City shall not grant any franchise or license to a competing system, or permit any person or organization to sell water or wastewater service and facilities within the City (unless required to do so by law). To the extent permitted by law, the City will require all residents to connect to the System facilities.

Q. Alienating System. While the Series 2019B Bonds are outstanding, the City will not sell, lease, mortgage, pledge or otherwise alienate the System, or any part thereof, without the prior written consent of the Rural Utilities Service. In the event of any sale as aforesaid, the proceeds of such sale shall be distributed as Net Revenues in the manner provided hereinabove in Section 17 hereof.

R. Extension of Interest Payments. The City will not extend or be a party to the extension of the time for paying any claim for interest on the Series 2019B Bonds. Any installment of interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Ordinance except subject to the prior payment in full of the principal of all Series 2019B Bonds and interest which has not been extended.

S. Management of the System. The City shall employ competent and experienced management personnel for the System. If an "event of default" shall occur and continue for a period of sixty (60) days or if the Net Revenues in any Fiscal Year fail to equal principal, interest and reserve requirements for all Outstanding Parity Obligations and other obligations payable from the Net Revenues, the City shall retain an independent consultant who is qualified in the management of facilities similar to the System, to assist in the management of the System so long as such event of default continues or the Net Revenues are less than the amount designated.

T. Fidelity Bonds. Each municipal official responsible for receiving income and maintaining the accounts of the System shall be bonded at all times, which bond shall be conditioned upon the proper allocation of such income. The cost of each bond shall be considered one of the Operation and Maintenance Expenses of the System.

U. Performing Duties. To the extent permitted by applicable law, the City will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State of New Mexico and the ordinances and resolutions of the City, including but not limited to, the making and collecting of reasonable and sufficient rates and charges for services rendered or furnished by the System as hereinbefore provided.

V. Other Liens. Except as set forth in this Ordinance, there are no liens or encumbrances of any nature whatsoever, on or against the System or the revenues derived or to be derived from the operation of the same.

W. Service Connections. The City shall provide adequate service to all persons within the service area of the System who can feasibly and legally be served and shall obtain the concurrence of the Rural Utilities Service prior to refusing new or adequate services to such persons.

X. Debts or Liabilities of System. The City shall not borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the System (exclusive of normal maintenance) without the prior written consent of the Rural Utilities Service if such undertaking would involve the Gross Revenues of the System.

Y. Tax Covenants. The Mayor and/or City Clerk-Treasurer or any other officer of the City having responsibility for the issuance of the Series 2019B Bonds shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Series 2019B Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Series 2019B Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Series 2019B Bonds.

The City covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Series 2019B Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Series 2019B Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely rebate payments to the federal government, if required, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor and/or City Clerk-Treasurer and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, if any, as may be required or appropriate to assure such exclusion of that interest.

Z. Arbitrage Rebate Exemption. The City 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 Series 2019B Bonds (the "Rebate Exemption"), that (i) the Series 2019B Bonds are issued by the City which has general taxing powers, (ii) neither the Series 2019B Bonds 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 the Series 2019B Bonds are to be used for local government activities of the City (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the City) and (iv) neither the City 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 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 City, (b) derives its issuing authority from the City, or (c) is controlled directly or indirectly by the City within the meaning of Treasury Regulation Section 1.150-1(e). The City 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.

AA. Qualified Tax-Exempt Obligations. The Series 2019B Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby covenants that the City, it having no "subordinate entities" with authority to issue obligations within the meaning of that Section of the Code, in or during the calendar year in which the Series 2019B Bonds are issued, (i) will not designate as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code, tax-exempt obligations, including the Series 2019B Bonds, in an aggregate principal amount in excess of \$10,000,000, and (ii) will not issue tax-exempt obligations within the meaning of Section 265(b)(4) of the Code, including the Series 2019B Bonds and any qualified 501(c)(3) bonds as defined in Section 145 of the Code (but excluding obligations, other than qualified 501(c)(3) bonds, that are private activity bonds as defined in Section 141 of the Code), in an aggregate principal amount exceeding \$10,000,000, unless the City receives an opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not cause the Series 2019B Bonds to cease to be "qualified tax-exempt obligations."

Section 23. Events of Default. It is an "event of default" if:

A. Nonpayment of Principal. Payment of principal of any Series 2019B Bonds is not made when due either at maturity or by proceedings for prior redemption, or otherwise; or

B. Nonpayment of Interest. If payment of any installment of interest shall not be made when the same becomes due and payable; or

C. Incapable to Perform. The City becomes incapable of fulfilling its obligations hereunder; or

D. Default of any Provision. The City defaults in the punctual performance of any other of its covenants hereunder for sixty (60) days after written notice shall have been given to the City by the holders of twenty-five percent (25%) of the principal amount of the Series 2019B Bonds then outstanding.

Section 24. Remedies on Default. Upon the happening and continuance of any event of default, the holder or holders of not less than twenty-five percent (25%) of the principal amount of the Series 2019B Bonds then outstanding, or a trustee therefor, may protect and enforce the rights of any owner of Series 2019B Bonds by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenant, the appointment of a

receiver (the consent to such appointment being hereby granted), injunctive relief or requiring the Commission to act as if it were the trustee of an express trust, or any combination of such remedies. All proceedings shall be maintained for the equal benefit of all owners of Series 2019B Bonds. Any receiver appointed to protect the rights of owners of Series 2019B Bonds may take possession and operate and maintain the System in the same manner as the City itself might do. The failure of the owner of the Series 2019B Bonds to proceed does not relieve the City or any person of any liability for failure to perform any duty hereunder. The foregoing rights are in addition to any other rights and the exercise of any right by any owner of the Series 2019B Bonds shall not be deemed a waiver of any other right.

Section 25. Duties upon Default. Upon the happening of any event of default, the City will perform all proper acts to protect and preserve the security created for the prompt payment of the principal of and interest on the Series 2019B Bonds. The holders of not less than twenty-five percent (25%) in the principal amount of the Series 2019B Bonds, after written demand, may proceed to protect and enforce the rights provided by this Section and by Section 24.

Section 26. Amendment of Ordinance, Waiver of Rural Utilities Service Requirements. This Ordinance may not be amended without the written consent of the owner of the Series 2019B Bonds. Any provision of this Ordinance providing specific remedies or rights to the United States of America may be waived while the United States of America is not the owner upon receipt of written consent of the owner of the then Outstanding Series 2019B Bonds.

Section 27. Delegated Powers. The officers of the City be, and they hereby are, authorized and directed to take all action required by this Ordinance, and all such other action as may be necessary or appropriate to effectuate the provisions of this Ordinance, including, without limiting the generality of the foregoing, any required printing of the Series 2019B Bonds and the execution of such certificates as may be required by the Purchaser or bond counsel.

Section 28. Repeal. This Ordinance shall not be repealed unless the Series 2019B Bonds have been discharged in full or provision has been fully made therefor pursuant to Rural Utilities Service regulations so long as the United States of America is the holder of the Series 2019B Bonds.

Section 29. Limitation of Action. After the passage of 30 days from the publication required by Section 32 hereof, any action attacking the validity of any proceedings had or taken by the City preliminary to and in the authorization and issuance of the Series 2019B Bonds, shall be perpetually barred.

Section 30. 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 31. Effective Date. Upon its adoption, final passage and approval, this Ordinance shall be recorded in the book of ordinances of the City kept for that purpose and authenticated by the signatures of the Mayor and the City Clerk-Treasurer and the seal of the City

affixed hereto. The title and general summary of the subject matter contained in this Ordinance (set out in Section 32 hereof) shall be published in a newspaper which is of general circulation in the City in accordance with law, and the Ordinance shall be in full force and effect five days after such publication and posting as provided by law.

Section 32. General Summary for Publication. 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 an Ordinance (the "Ordinance") duly adopted and approved by the City Commission of the City of Truth or Consequences, New Mexico, on June 26, 2019. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the City Clerk-Treasurer, 505 Sims Street, Truth or Consequences, New Mexico. The title of the Ordinance is:

AUTHORIZING THE ISSUANCE OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO JOINT UTILITY SYSTEM IMPROVEMENT REVENUE BONDS, SERIES 2019B, IN THE PRINCIPAL AMOUNT OF SEVEN HUNDRED FIFTEEN THOUSAND DOLLARS (\$315,000) FOR THE PURPOSE OF ACQUIRING, EXTENDING, ENLARGING, BETTERING, REPAIRING OR OTHERWISE IMPROVING THE WASTEWATER SYSTEM WITHIN THE CITY'S JOINT UTILITY SYSTEM; PROVIDING FOR THE ISSUANCE AND SALE OF THE BONDS; PROVIDING THAT THE BONDS WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S JOINT UTILITY SYSTEM; PROVIDING FOR THE TERMS AND CONDITIONS OF THE BONDS, THE MANNER OF THEIR EXECUTION, THE METHOD OF PAYING THE BONDS AND OTHER DETAILS CONCERNING THE BONDS AND SUCH SYSTEM, INCLUDING BUT NOT LIMITED TO COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH AND APPERTAINING THERETO.

The title sets forth a general summary of the subject matter contained in the Ordinance. This notice constitutes compliance with Section 6-14-6 NMSA 1978.

(End of Form of Summary of Ordinance for Publication)

PASSED, APPROVED, AND ADOPTED THIS 26th DAY OF JUNE, 2019.

CITY OF TRUTH OR CONSEQUENCES
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER

Commissioner _____ then moved adoption of the foregoing ordinance, duly seconded by Commissioner _____. The motion to adopt said ordinance, as amended, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Absent:

_____ () Commissioner having voted in favor of said motion, the motion to suspend the rules was thereupon declared by the Mayor to have passed.

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

Dated this 26th day of June, 2019.

CITY OF TRUTH OR CONSEQUENCES
NEW MEXICO

MAYOR

[SEAL]

ATTEST:

CLERK-TREASURER



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **G.4**

SUBJECT: USDA Community Facilities Grant
DEPARTMENT: Community Development
DATE SUBMITTED: July 3, 2019
SUBMITTED BY: Traci Burnette
WHO WILL PRESENT THE ITEM: Morris Madrid – City Manager

Summary/Background:

The City of Truth or Consequences will file an application with the USDA Rural Development Community Facilities Grant Application for financial assistance for various equipment needs. Past applications have awarded the City with Backhoe, Street Sweeper, Police Vehicles, and Kubota Tractor

Recommendation:

Approve submission USDA CF Grant application for various equipment needs

Attachments:

- Public Notice
-

Fiscal Impact (Finance): Yes

Non-public Safety grants are 55% Grant 45% Cash Match with a maximum purchase of \$35,000.00

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: [Click here to enter text.](#)

*Sandra Whitehead
Mayor*

*Kathy Clark
Mayor Pro-Tem*

*Rolf Hechler
Commissioner*



*Paul Baca
Commissioner*

*George Szigeti
Commissioner*

*Morris Madrid
City Manager*

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences City Commission will hold a Public Hearing during their Regular Meeting scheduled on Wednesday, July 10, 2019 in the Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico to receive input regarding the following:

Public Hearing: The City of Truth or Consequences will file an application with the USDA Rural Development Community Facilities Grant Application for financial assistance for various equipment needs.

All interested parties are welcome to attend.

The Agenda for this meeting may be obtained on Friday, July 5, 2019 by contacting the City Clerk's Office at 575-894-6673 or by email to:
rcantin@torcnm.org

/s/ Renee L. Cantin, CMC, City Clerk-Treasurer

- Published on the following date:
 - o Sentinel – Friday, June 21, 2019



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **G.5**

SUBJECT: ICIP 2021-2025
DEPARTMENT: Community Development
DATE SUBMITTED: July 3, 2019
SUBMITTED BY: Traci Burnette
WHO WILL PRESENT THE ITEM: Morris Madrid – City Manager

Summary/Background:

City of Truth or Consequences Infrastructure Capital Improvement Plan – Public Hearing

Recommendation:

Accept Public Input – No Action needed

Attachments:

- 2020-2024 ICIP Summary
- [Click here to enter text.](#)

Fiscal Impact (Finance): TBD

[Click here to enter text.](#)

Legal Review (City Attorney): N/A

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☐ Legal ☒ Other: Traci Burnette, Grant/Projects Coordinator & Designated Zoning Official

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: G.5 AR Form ICIP Public Hearing Discussion

Infrastructure Capital Improvement Plan FY 2020-2024

Truth or Consequences Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2020	2021	2022	2023	2024	Total Project Cost	Amount Not Yet Funded	Phases?
35115	2020	001	Sierra Vista Replacement Hospital	Facilities - Health-Related Cap Infrastructure	0	5,200,000	0	0	0	0	5,200,000	5,200,000	No
16524	2021	001	Water Distribution Line Replacement	Water - Water Supply	14,450	0	1,158,798	0	0	0	1,173,248	1,158,798	Yes
32976	2021	002	Water Infrastructure Improvements	Water - Water Supply	0	0	8,954,737	0	0	0	8,954,737	8,954,737	Yes
34164	2021	003	Downtown MainStreet Roadway Improvements	Transportation - Highways/Roads/Bridges	126,009.328	0	760,000	620,000	450,000	725,000	2,681,009.25	2,555,000	Yes
34180	2021	004	Morgan Street Booster Station Improvements	Water - Wastewater	0	0	350,000	0	0	0	350,000	350,000	No
35085	2021	005	E. 9th Street Roadway Improvements	Transportation - Highways/Roads/Bridges	0	0	381,623.75	0	0	0	381,623.75	381,623.75	No
33002	2022	001	City Wide Storm Drain Improvements	Water - Storm/Surface Water Control	0	0	0	300,000	0	0	300,000	300,000	Yes
26605	2023	001	Construction & Demolition Landfill	Other - Landfills	0	0	0	0	1,225,000	0	1,225,000	1,225,000	Yes
17702	2024	001	Water Well North	Water - Water Supply	0	0	0	0	0	1,950,000	1,950,000	1,950,000	No
33030	2024	002	Regional Safety Law Enforcement Complex	Facilities - Administrative Facilities	0	0	0	0	0	2,754,100	2,754,100	2,754,100	No
26571	2024	003	Wastewater Treatment Plant Renovation	Facilities - Administrative Facilities	11,507,400	0	0	0	0	1,252,329	12,759,729	1,252,329	Yes

Number of projects: 11

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	11,647,859	5,200,000	11,605,159	920,000	1,675,000	6,681,429	37,729,448	26,081,588



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **H.1**

SUBJECT: Resolution 01 2019-2020 Open Meetings Act

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: July 3, 2019

SUBMITTED BY: Renee Cantin, City Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

The Open Meetings Act is found in NMSA 1978, Chapter 10, Article 15, Section 10-15-1 to 10-15-4 and are known as a "sunshine law." The Open Meetings Act or "Sunshine Law" generally requires that the Public business be conducted in full public view, and that the deliberations of public bodies be open to the public.

This Resolution is generally adopted as the first Resolution of each Fiscal Year at the first meeting in July.

Recommendation:

Approve the Resolution.

Attachments:

- Resolution No. 2019/2020

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 01 2019/2020

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

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

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

File Name: CC Agendas 2019/07-10-2019/Word Docs/ H.1 AR Resolution 01 19-20 OMA



CITY OF TRUTH OR CONSEQUENCES

RESOLUTION NO. 01 19/20

A RESOLUTION DESIGNATING THE MANNER IN WHICH ALL MEETINGS OF THE CITY COMMISSION, ITS BOARDS, COMMISSION AND COMMITTEES WILL BE HELD AND THE METHOD OF PUBLIC NOTIFICATION.

WHEREAS, pursuant to the requirements of the Open Meetings Act ("Act"), Section 10-15-1 et seq. NMSA 1978, all meetings of the City Commission, its boards, commissions or committees held for the purpose of formulating public policy or for the purpose of taking any action within the authority of or the delegated authority of any board, commission, committee, or other policymaking body are declared to be public meetings open to the public at all times, except as otherwise provided in the state constitution or the Act; and

WHEREAS, all meetings subject to the provision of the Act at which the formation of public policy, such as discussion or adoption of any proposed resolution, rule, regulation, or formal action occurs and at which a majority of quorum of the body is in attendance shall be public meetings and shall be held only after reasonable Notice/Agenda to the public; and

WHEREAS, the Act requires the City Commission to determine annually in a public meeting what Notice/Agenda for a public meeting is reasonable when applied to the City Commission, its boards, commissions and committees.

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

1. Regular meetings of the City Commission shall be held on the second and fourth Wednesdays of each month at 9:00 a.m., or upon such times as the Commission agrees to change the meeting date or time. If said meeting falls on a holiday, the meeting shall then be held on Thursday, immediately following. All meetings will be held at the City Commission Chambers, 405 W. 3rd Street unless due Notice/Agenda is given to the public.
2. Regular meeting of any board, commission or committee shall be established by formal action of the respective body as to date, time and location. Consideration shall be given to holding such meetings at a date, time and location, which promotes the active participation of the community.
3. Notice/Agenda requirements for all meetings shall be in accordance with the following:

- A. **Regular Meetings** – Notice of the meetings, indicating the date, time, and location of the meetings shall be published in one or more newspapers of general circulation within the community at least once per month. The Notice/Agenda shall be given at least 5 days prior to the meeting. The final Notice/Agenda shall be posted in the City Clerk's Office and posted on the City's web site.
- B. **Special Meetings** – May be called only by the majority of the members of the City Commission. Notice/Agenda shall be given with no less than 72 hours' Notice/Agenda before such meeting. The Notice/Agenda shall specify the business to be conducted and shall be broadcast over the radio, or in the alternative, be posted in the following places: 1) Bulletin board at the City Utilities Office; 2.) the north bulletin board at the Sierra County Administrative Building; 3) First Savings Bank; 4) Bank of the Southwest at T or C; 5) U.S. Post Office located on Main Street; and 6) City Clerk's Office and on the City's web site.
- C. **Emergency Meetings** – May be called only under circumstances that, if not addressed immediately by the City Commission, will likely result in injury or damage to persons or property or substantial financial loss to the City. Emergency meetings maybe called by the Mayor or a majority of the Commission by giving 24 hours' Notice/Agenda prior to meeting, and is possible and reasonable under the circumstances.

Emergency meeting Notice/Agenda shall include an agenda containing a list of specific items of business to be discussed or transacted at the meeting or information on how the public may obtain a copy of such an agenda. Except in the case of an emergency, the agenda shall be available to the public at least 72 hours prior to the meeting.

4. Pursuant to the Open Meetings Act 10-15-1 (C) NMSA if otherwise allowed by law or rule of the public body, a member of a public body may participate in a meeting of the public body by means of a conference telephone, or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

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

Sandra Whitehead, Mayor

ATTEST:

Renee L. Cantin, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **H.2**

SUBJECT: Resolution No. 02 19/20 authorizing and providing for the Incurrence of Indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its community Wastewater System.

DEPARTMENT: Community Development

DATE SUBMITTED: June 4, 2019

SUBMITTED BY: Traci Burnette

WHO WILL PRESENT THE ITEM: Chris Muirhead, Attorney, Modrall Sperling

Summary/Background:

Loan Resolution for the additional \$315,000 Loan and \$485,600 Colonias Grant USDA awarded for the WWTP Phase 2B

Recommendation:

Approve Resolution No. 44 18-19

Attachments:

- RUS Bulletin 1780-27 Loan Resolution 44 18-19
- -

Fiscal Impact (Finance): Yes

-

Legal Review (City Attorney): Yes

Reviewed and approved

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: H.2 AR Res. 02 19-20 RUS USDA Loan.docx

LOAN RESOLUTION 44 18-19
(Public Bodies)A RESOLUTION OF THE City CommissionOF THE City of Truth or Consequences

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

community wastewater system

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of Truth or Consequences

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Three Hundred Fifteen Thousand & 00/100pursuant to the provisions of NMSA 1978 Sections 3-31-1 Through 3-31-12; and**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 485,600.00

under the terms offered by the Government; that the City Manager

and _____ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the City Commission _____ of the

City of Truth or Consequences _____ has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, _____ day of _____

(SEAL)

By Sandra Whitehead

Attest:

Title Mayor

Renee Cantin
Title City Clerk

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the TRUTH OR CONSEQUENCES, CITY OF
hereby certify that the City Commission _____ of such Association is composed of
_____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and
held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting
by the vote shown above, I further certify that as of _____ ,
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
rescinded or amended in any way.

Dated, this _____ day of _____

Title _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **H.3**

SUBJECT: Resolution No. 03 19/20 approving participation in the program of the South Central Council of Governments, Inc. for Fiscal Year 2019-2020. City Manager Madrid
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 3, 2019
SUBMITTED BY: Renee Cantin, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

The South Central Council of Governments (SCCOG) has submitted the attached Resolution and invoice for the annual participation with SCCOG as a paid member. The details of services to be performed are included in the Resolution. Under the 3rd "Whereas" section C. I have added the current members who serve on the SCCOG board which includes Sandra Whitehead, Mayor as the designated representative and George Szigeti Commissioner as the Alternate.

Recommendation:

Approve Resolution No. 03 19-20 to participate in the SCCOG program for FY19-20

Attachments:

- Resolution No. 03 19/20

Fiscal Impact (Finance): Yes

\$2,187.00 for annual membership dues.

Legal Review (City Attorney): Yes

Standard Resolution as it has been presented previously with no major changes.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 03 19/20 Ordinance No. -

Continued To: - Referred To: -

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

File Name: CC Agendas 2019/07-10-2019/Word Docs/ H.3 AR Resolution 03 19-20 SCCOG

RESOLUTION NO. 03 2019/2020

APPROVING PARTICIPATION IN THE PROGRAM OF THE
SOUTH CENTRAL COUNCIL OF GOVERNMENTS, INC.
FOR FISCAL YEAR 2019-2020

WHEREAS, City of Truth or Consequences (herein-after known as the "Member"), desires to be a participating member in the program and policy development for the South Central Council of Governments, Inc. (hereinafter known as "SCCOG"); and

WHEREAS, it is necessary and desirable that an agreement setting forth the services to be performed by the SCCOG for the Member be entered into, wherewith the SCCOG is agreeing to furnish the following:

- A. Implement the work program as established by the SCCOG Board of Directors for the 2019-2020 Fiscal Year.
- B. Provide the Member, when requested, with technical, grant program planning, economic development, strategic overall planning and management assistance.
- C. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- D. Provide information dissemination about statewide regional and community initiatives to foster greater coordination and efficiency of the programs.

WHEREAS, it is necessary to set forth the sum to be paid by the Member to the SCCOG as annual dues, thereby placing the Member with voting powers on the SCCOG Board of Directors, with an agreement to furnish the following:

- A. To participate, through their designated representatives or alternate, in the SCCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the SCCOG Goals and Objectives, and the District Comprehensive Economic Development Strategy (CEDS).
- B. To pay to the SCCOG the sum of \$2,187.00 annual membership dues as payment of the aforementioned services for the period beginning July 1, 2019 and ending June 30, 2020.
- C. The Member hereby appoints Sandra Whitehead, Mayor as their designated representative and George Sziseli, Commissioner as alternate.

NOW THEREFORE, BE IT RESOLVED THAT the Member and the SCCOG hereby mutually agree to the aforementioned provisions of this Resolution and Agreement.

DONE this _____ day of _____, 2019 at _____, New Mexico.

Attestation:

Member Government

Clerk, or other Authorized Official

Signature of Authorized Official

Attest :

South Central Council of Governments, Inc.

Jay Armijo, Executive Director

Chairwoman, Nora Barraza



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **I.1**

SUBJECT: Approve the recommendation of the Library Advisory Board to appoint Teresa Hafner as a new member.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: July 1, 2019

SUBMITTED BY: Renee Cantin, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Morris Madrid, City Manager

Summary/Background:

The members of the Truth or Consequences Library Advisory Board unanimously request the approval of the City Commission for the appointment of Teresa (Terie) Hafner to the Library Advisory Board for a term of three years, beginning July 2019 and ending June 30, 2022.

Recommendation:

Appointment of Teresa (Terie) Hafner to the Library Advisory Board.

Attachments:

- Application
- Board Recommendation letter

Fiscal Impact (Finance): Choose an item.

[Click here to enter text.](#)

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 2019/07-10-2019/ I.1 AR Form 2019 Appt. of members to Library Board

July 1, 2019

Ms. Renee Cantin, City Clerk
City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901

Dear Ms. Cantin:

The members of the Truth or Consequences Public Library Advisory Board unanimously request the approval of the City Commission for the appointment of Teresa (Terie) Hafner to the Library Advisory Board for a term of three years, beginning July, 2019 and ending June 30, 2022.

A copy of Ms. Hafner's application is attached.

If you need any other information, please let me know. Thank you.

Sincerely,

Truth or Consequences Public Library Advisory Board



Bonnye Warwick, Chairman



City of Truth or Consequences City Board Application

Name: Teresa (Terie) Hafner
Address: 613 Coleman St
TorC NM 87901
Phone: (575) 740-5292

I am interested in serving as a member of the Library Board.

My qualifications are:

I am a state certified Level 2 Librarian
and current Middle School Librarian.

Reason why you are interested in serving on this Board:

I have a great interest in the well-being
of this vitally important community service.

Additional Comments:

Signature: Teresa (Terie) Hafner



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **I.2**

SUBJECT: Consider the recommendation of the Golf Course Advisory Board and appoint members.
DEPARTMENT: Clerk's Office
DATE SUBMITTED: July 1, 2019
SUBMITTED BY: Renee Cantin, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Morris Madrid, City Manager

Summary/Background:

We received applications from Audon Trujillo, Darrell Grover, Martin Towner and Ron Pacourek to fill the vacancies on the Golf Course Advisory Board. The GCAB will hold a Special Meeting on July 8, 2019 to make their recommendation to the Commission. The Board's formal recommendation will be provided at the July 10th CC meeting.

Recommendation:

Appointment of members to the Golf Course Advisory Board.

Attachments:

- Applications
- -

Fiscal Impact (Finance): No

0

Legal Review (City Attorney): No

None

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

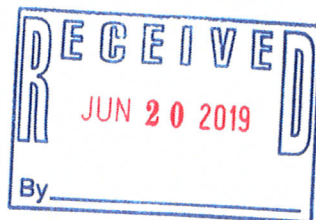
☐ Approved ☐ Denied ☐ Other: [Click here to enter text.](#)

File Name: CC Agendas 2019/07-10-2019/ I.1 AR Form 2019 Appt. of members to GCAB



City of Truth or Consequences

City Board Application



Name: Audon Trujillo Jr.

Address: 506 W 3rd
Tor C NM

Phone: (575) 740 7855

Email: audont@yahoo.com

I am interested in serving as a member of Golf Course Advisory Board.

My qualifications are:

Resident of Tor C, Member of Municipal Golf Course,
Volunteer 10-20 hours at Golf course since March 2019,
Worked at golf course back in 1965ish while in high school
Ability to write reports, do evaluations, and track progress on
goals established.

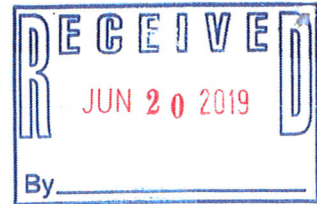
Reason why I am interested in serving on this board:

Very interested in seeing municipal course improve and
offer residents recreation at an affordable price.

Interested also in seeing what can be done to attract
new members and involve students in golf course improvements.

Additional comments: _____

Signature: Audon Trujillo, Jr.



Name: Darrell Grover ✓
Address: 1440 E Riverside Dr
Phone: 207-951-2987

I am interested in serving as a member of the Golf Course Advisory Board.

My qualifications are as follows:

Family owned Golf Course Maine
Took Care of Mowing greens, fairway, hole cutting
Equipment Repairs
Heavy And Light Equipment operator

Reason why you are interested in serving on this Board?

Supervised 34 Men in Combat
Retired from military

To help maintain Course

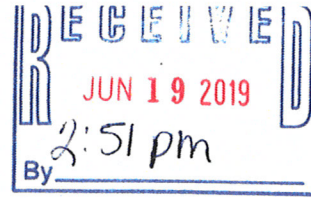
Suggest to help improve Course

I volunteer free time to help

Comments:

Signature:

Darrell Grover June 20, 2019



Name: Martin Towner

Address: 131 Hyde Ave. Williamsburg, N.M. 87942

Phone: 520-559-4568

I am interested in serving as a member of the Golf Course Advisory Board.

My qualifications are as follows: I've been a volunteer at the golf course since Jan. 2018. Play in the Mens league and I am the Vice Pres. of the Sierra County Mens Golf Association.

Reason why you are interested in serving on this Board? I would like to do anything I can to keep the golf course and see it improve even more than it has in the last six months.

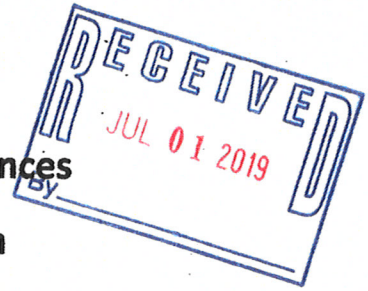
Comments: I think Bart and Grace are doing a good job on the course.

Signature: Martin T. Towner



City of Truth or Consequences

City Board Application



Name: RON PACOUREK 7-1-19

Address: PO BOX 3246
TorC, NM. 87901

Phone: 575-740-4747

Email: ronp603@bajabb.com

I am interested in serving as a member of GOLF ADVISORY Board.

My qualifications are:

I WORKED FOR THE SAME COMPANY FOR OVER
30 YEARS. (RELIABLE) I'm PRESENTLY ON THE
PUBLIC UTILITY ADVISORY BOARD (SECOND TERM)
I MANAGED THE TRUE VALUE STORE FOR 5 YEARS.

Reason why I am interested in serving on this board:

I PLAY GOLF 7 MONTHS OUT OF THE YEAR. I HAVE
CONCERNS ABOUT THE SHAPE OF THE COURSE.
I HAVE SOME IDEAS TO HELP AND WOULD LIKE TO SHARE
THEM WITH THIS BOARD.

Additional comments:

THIS IS THE THIRD TIME I HAVE APPLIED TO THIS
BOARD.

Signature: Ron Pacourck



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **I.3**

REVISED

SUBJECT: Amendment to JPA with Village of Williamsburg for Law Enforcement Protection Funds (LEPF)

DEPARTMENT: Police Department and City Manager

DATE SUBMITTED: June 28, 2019

SUBMITTED BY: Randall Aragon, Police Chief

WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

The Village of Williamsburg is requesting a one year reduction of \$10,000 for this Fiscal Year due to the decrease in their Small Cities Assistance Distribution.

Recommendation:

Approve the Amendment to the Joint Powers Agreement

Attachments:

- Request Letter

Fiscal Impact (Finance): Yes

Decrease in revenues for the LEPF. Under Section 4.0 COMPENSATION of the JPA it stipulates that \$20,000 from the Village General fund will be provided to the City of T or C. The Village of Williamsburg requests that for this fiscal year this amount be reduced to \$10,000 due to the aforementioned reason.

Legal Review (City Attorney): Yes

JPA review.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.

Continued To: Click here to enter a date. Referred To: Click here to enter text.

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

File Name: CC Agendas 2019/07-10-2019/Word Docs/ I.3 Amendment to JPA – Williamsburg - LEPF



Village of Williamsburg
PO Box 150 / 309 Veater St.
Williamsburg, NM 87942
Phone: (575) 894-6385/Fax: (575) 894-0466
www.villageofwilliamsburg.com

June 11, 2019

Morris Madrid
City Manager
505 Sims Street
T. or C., N.M. 87901

Re: Joint Powers Agreement

Dear Mr. Morris Madrid,

This letter is to follow up on the discussion we had yesterday, June 10th. We would like to request to amend the JPA to adjust the compensation for services to be rendered by the Village. Instead of the yearly base fee of \$20,000.00, the yearly base fee will now be \$10,000.00.

If you are in agreement with the changes requested, then kindly let me know so that these terms may be finalized by receiving the amended JPA by your office to show the changes; in addition, I will forward the JPA to the State of New Mexico Department of Finance and Administration for approval.

Thank you for your promptness regarding this matter. If you have any concerns, you can reach me at (575) 894-6385 or email.

Kind Regards,

Amanda B. Cardona
Clerk/Treasurer
Village of Williamsburg
309 Veater/ P.O. Box 150
Williamsburg, NM 87942
575-894-6385
clerk@villageofwilliamsburg.com

Deb Stubblefield, Mayor
Majorie Powey, Mayor Pro-Tem

Vacant, Trustee
Guillermo "Spike" Hernandez, Trustee
William Frazier, Trustee

Amanda B. Cardona, Clerk/Treasurer
Charis Miller-Baxter, Deputy Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 10, 2019

Agenda Item #: **I.4**

SUBJECT: Approval to submit application for the DJ & T Foundation Grant for a Dog Playground at the Animal Shelter.

DEPARTMENT: Police Department (Animal Control)

DATE SUBMITTED: June 21, 2019

SUBMITTED BY: Chief Randall Aragon

WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

Ms. Becky Porter who serves as a *T or C Animal Shelter Volunteer* and also a member of the “Friends of the T or C Animal Shelter Coalition” has graciously researched and prepared a “no-match” grant (for the T or C Animal Shelter) for submission to the *DJ & T Foundation* to construct a “Dog Playground” adjacent to the T or C Animal Shelter.

Dog Playgrounds at shelters have become very important as a means for dogs to experience enrichment and socialization. Playgrounds give “adopters” the opportunity to play with dogs off leash, where beautiful characteristics may emerge and be observed.

As coordinated with our Animal Shelter Supervisor, Maribel Dalrymple, and her shelter staff, the vision is to build the playground with the following components: a 54 x 36' enclosed playground, 8' high chain link fencing, 12 x 12' shaded area, 2 metal benches, water access from the main building, outdoor turf (zero maintenance & developed specifically for pets), and a “dog waste station”. Additionally, this playground will also include a canine “obstacle course” (i.e., ramps, tunnels, etc.) to be donated by an animal welfare philanthropist.

Recommendation: Approve submission of this no-match grant.

Attachments:

- Grant package--“DJ & T Foundation Grant (No-Match)—Dog Playground”

Fiscal Impact (Finance): Yes

Revenue and Expenditures if awarded

Legal Review: None required.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. = Ordinance No. =

Continued To: = Referred To: =

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

File Name: CC Agendas 2019/07-10-2019/Word Docs/I.4 AR DJ & T Foundation Grant – dog playground

Sierra County Animal Rescue Society
Rebecca Porter, Director at Large
P O Box 253
Hillsboro, New Mexico, 88042

January 31, 2019

DJ&T Foundation
P O Box 5109
West Hills, Ca., 91308

Dear Committee Members:

In March of 2015, a group of passionate citizens of Sierra County, New Mexico, joined together as Sierra County Animal Rescue Society or SCARS. Their mission, to work for homeless, unwanted, abused and neglected animals, with a hope, to one day help open a new and improved animal shelter. See Mission Statement in it's entirety. In July of 2018 that endeavor was realized and the TorC Animal Shelter (TCAS) celebrated it's grand opening. The shelter is located at 1101 Cedar St., Building C in Truth or Consequences, N.M. (TorC).

The population of Sierra County is 11,116, a negative 7.67% growth since 2010. Seventy five percent of the County is publicly owned. It is 6th, on the list of impoverished New Mexico Counties. The Per Capita salary is \$16,667 and the medium house hold income is \$25,583. It has it's share of hardships but it has a proud history.

Formed in 1884, Sierra County was named for the Black Range Mountains; Sierra means mountain range. The County Seat today is Truth or Consequences, originally called Hot Springs. The name change came in the 1950's, all because of a game show. The show, Truth or Consequences, first aired on NBC in 1956. Ralph Edwards, a radio and television producer, chose Bob Barker to host the show, which ran for 18 years.

Today the Geronimo Springs Museum, in TorC, proudly houses the Bob Barker Room. It is enjoyed year round by locals and tourists. Bob Barker's work continues today through his Foundation and SCARS' work also continues today supporting the new shelter.

Our Director has taken the position of Volunteer Leader at TCAS. She has launched the volunteer program training: Greeters, Cleaners, Dog Walkers, Cat Cuddlers, and Fosters. A transfer program is in place, driving lap dogs to Watermelon Ranch in Albuquerque, N.M. This rescue is the largest no kill shelter in our state, established in 1996. It is a future goal to broaden our transfers to include all sizes and breeds, branching into our neighboring states of Texas, Arizona and Colorado.

TCAS is small with a capacity for 24 dogs and 12 cats. At this time we are testing different strategies trying to increase adoption by decreasing adoption fees. SCARS recently partnered with TCAS to pay the spay/neuter and vaccination portion of the next five adoptions. We have since extended this program. In the future we hope to offer dogs and cats, already spayed or neutered, vaccinated and chipped, ready to go to their Forever Home. With a small capacity shelter we know we must move animals; through adoption, transfer or foster, and do it efficiently.

We are so hopeful that DJ&T Foundation will join us in our quest to add a Dog Playground at TCAS. This is our first attempt to secure a Grant. We are a 501(c)3 in a small community. We do 4-5 fundraisers a year and we accept donations. At present TCAS has a donation of \$1000 from SCARS ear tagged for the Dog Playground.

Thank you for your time and consideration.

Respectfully



Rebecca Porter, Director at Large



Sierra County Animal Rescue Society (SCARS)

**To fulfill our mission we will
be:**

- 1. Was formed in the
spring of 2015 as a
sister organization to
Companion Animals
Action Team.**
- 2. We are a 501-c-3
organization
recognized by the IRS
and as such all
donations are
deductible to the extent
of the law.**

**Recruiting, vetting and training
volunteers to help in the
operations of the new animal
shelter in Truth or
Consequences.**

**Presenting fundraisers to aid in
the purchase of essentials for
the safe and efficient operation
of the shelter and provide the
funds for grooming services to
help the pet put on an
"adoptable face" .**

**Donations are greatly
appreciated & can be mailed to
P O Box 435, Williamsburg 87942
Questions? Please leave a
message at 575-740-4106 or
email Scars87942@gmail.com.**

**Applying for grants to further
support our community's new
shelter.**

**Conducting pet food drives to
reduce operation costs and
keep the animals happy and
healthy and adoptable!**

- 3. Our mission is to
provide financial, and when
educational, and when
necessary, physical
assistance for the care
of lost, mistreated,
neglected and/or
abandoned animals of
Sierra County, New
Mexico.**

If you want to save animals' lives:

Adopt-Don't shop:

Approximately 800 dogs and cats are euthanized by animal shelters each hour in the United States because there are not enough homes for them.

Advocate spay/neuter:

Only one out of ten puppies born ever get a home. Only one out of twelve kittens born ever get a home.

Support nonprofit animal welfare groups

through:

1. Volunteering for foster care or
2. Transporting of adoptable pets, or
3. Offering your services as a board member, or
4. Attending fundraisers or
5. Sponsoring a fundraiser, or
6. Donating!

Report animal abuse and neglect

To local authorities.

Pets need shade in the summer, warmth in the winter, sufficient food and water & companionship.

Dogs and cats are not necessarily "better off" because they have a human owner.

See something; say something applies to our four legged and feathered friends as much as it does your neighbors and relatives!

DJ & T FOUNDATION
P.O. Box 5109
West Hills, CA 91308
(323) 819-9295

APPLICATION FOR GRANT

1. Name, Address and Telephone Number of Organization

Sierra County Animal Rescue Society (SCARS)
Name

P.O. Box 435 Williamsburg, N.M. 87942
Address

575-895-5551
Telephone Number

2. Year and State formally organized 2015 New Mexico, USA

3. Name, Title and Telephone Numbers of Contact Person for this application. This person must be knowledgeable about the organization and must be able to answer detailed questions about the organization's programs for the DJ & T Foundation interviewer. Please provide ALL contact numbers. Please provide a back-up contact as well as all the numbers at which they can be reached.

You will be contacted for an in-depth interview during normal business hours. If you are available after hours, please indicate evening hours our interviewer may contact you.

Robbin Brodsky 39 Julia Trail, Hillsboro, N.M. 88042 ^{Directly}
Name, Address & Title ^{of SCARS}

NA 575-895-5551
Business Telephone Number Home Telephone Number

SCARS87942@gmail.com 575-740-4106
E-Mail Address Cellular Telephone Number

until 7:00 PM
Evening hours

Rebecca Porter 296 Elmore St, Hillsboro, N.M. 88042 ^{Board member}
Back-up contact information: Name & Title

NA 575-895-5139
Business Telephone Number Home Telephone Number

whoatrigger-nm@yahoo.com NA
E-Mail Address Cellular Telephone Number

4. Exact amount of Grant Request: \$ 39,113.25

Please briefly state purpose of request. Detailed information should be provided in your

written proposal; see Item B on page 4 of application SCARS would enhance the new ToxC Animal Shelter, full filling very basic needs and additions, hoping to increase visitors and adoptions.

5. Have you ever received a grant from the DJ&T Foundation? NO
If yes, what was the amount, date, and purpose? NA
6. Was the purpose of the grant accomplished? NA
7. If so, please provide general information and photos if applicable. If not, please provide an explanation as to why not. NA
8. Total restricted or dedicated funds \$ 200.00 as of (date) 2-15-2019
State nature of dedication/restriction of funds: TORC Rotary donated \$200.00
to SCARS to be used to purchase boots, name tags, and other
materials to benefit volunteers at TCAS.
9. For the latest fiscal year:
Total Contributions \$ 605.00 in donations
Other Revenues \$ 2514.00 in fundraisers
Total Expenses \$ 1373.51
10. Please list the donor and amount of the three largest contributions received by your organization during the latest fiscal year:
- Name Ruth Ford Amount \$ 400.00
- Name Katherine Kerr Amount \$ 105.00
- Name Alistaire Tapis Amount \$ 50.00

DO NOT BIND OR STAPLE ANY PART OF THIS APPLICATION. PAPER CLIPS OR REMOVABLE BINDER CLIPS ONLY.

Grant Summary

The Truth or Consequences Animal Shelter (TCAS) is newly constructed, beautifully presented and inviting. It has a nice curb appeal. The building is 1425 sq. ft. At this time, our main focus is the construction of a Dog Playground. It would be used for exercise and play, a place to work with obstacles for enrichment and most importantly, a place for adopters to meet their forever dog.

In TorC our summers are extremely hot. The Playground will need a shade, 2 benches, water access from the main building, outdoor turf, a poop dispenser, and three obstacles. An enclosed playground is key for safety. TCAS is located just off of Date St. , a 4 lane major business access.

Dog Playgrounds, at shelters have become so important as the way for dogs to experience enrichment and socialization. Playgrounds give adopters the opportunity to play with dogs off leash, where beautiful characters can emerge. In my personal experience with shelter dogs, years ago my husband and I adopted a chi-pug mix from a southern New Mexico shelter. Walking through the dark kennels we were drawn to a small curled up, shivering, timid, sad and afraid little female dog. This type of environment does not showcase the real personalities. This little dog, Lilly, now 10 years old was all things opposite of what we saw in that kennel that day. Playgrounds can definitely improve mental and physical health. We believe TCAS adoptions will increase, after adding the Dog Playground.

Our hope is to build:

- 54x36' enclosed playground
- 8' high chain length fencing
- 12x12' shaded area

This playground would be constructed to the south of the main building within the property boundaries.

Thank you for this consideration.

8. The undersigned executive officers hereby certify that:

- A. The information set forth in this application and supporting documentation is correct.
- B. The Internal Revenue Service determination letter has not been revoked, canceled or modified.
- C. No funds received pursuant to this application will be used for activities prohibited by the 1969 Tax Reform Act, as amended.

Robbin Brodsky Director
Signature of Applicant (Must be Officer of the Board of Directors) Title

ROBBIN BRODSKY 575-895-5551 _____
Print Name Home Telephone Number Date

Rebecca Porter Director at Large
Second Signature required (Must be Board Member or Exec. Dir.) Title

REBECCA PORTER 575-895-5139 5-28-19
Print Name Home Telephone Number Date

Smithco Construction, Inc.

6 King Canyon Loop

Caballo, NM 87931



Quote

PROJECT: TCAS Dog Playground

Quoted to: Rebecca Porter

PO Box 253

Hillsboro, NM 88042

Email: whoatrigger_nm@yahoo.com

Item	Description	Unit/Quantity	Material	Labor	Total
1	8' Chain Link Fencing anchored on bottom	LF - 180	\$ 6,300.00	\$ 1,800.00	\$ 8,100.00
2	Outdoor Pet Friendly Turf w/ installation	Sq. FT - 1944	\$ 11,750.00	\$ 3,800.00	\$ 15,550.00
3	8' tall 6' gate	LS - 1	\$ 1,500.00	\$ 1,000.00	\$ 2,500.00
4	12x12 shade w/ metal roof to match bldg.	LS - 1	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
5	Provide and install poop dispenser	LS - 1	\$ 500.00	\$ 750.00	\$ 1,250.00
6	Water line from main bldg. to park w/ faucet	LS - 1	\$ 500.00	\$ 1,750.00	\$ 2,250.00
Sub-Total			\$ 23,050.00	\$ 11,600.00	\$ 34,650.00
			NMGRT @ 8.5%		\$ 2,945.25
			Total Quote Amount		\$ 37,595.25
			Bond (if needed) @ 1.5%		\$ 519.75

Exclusions: Permits

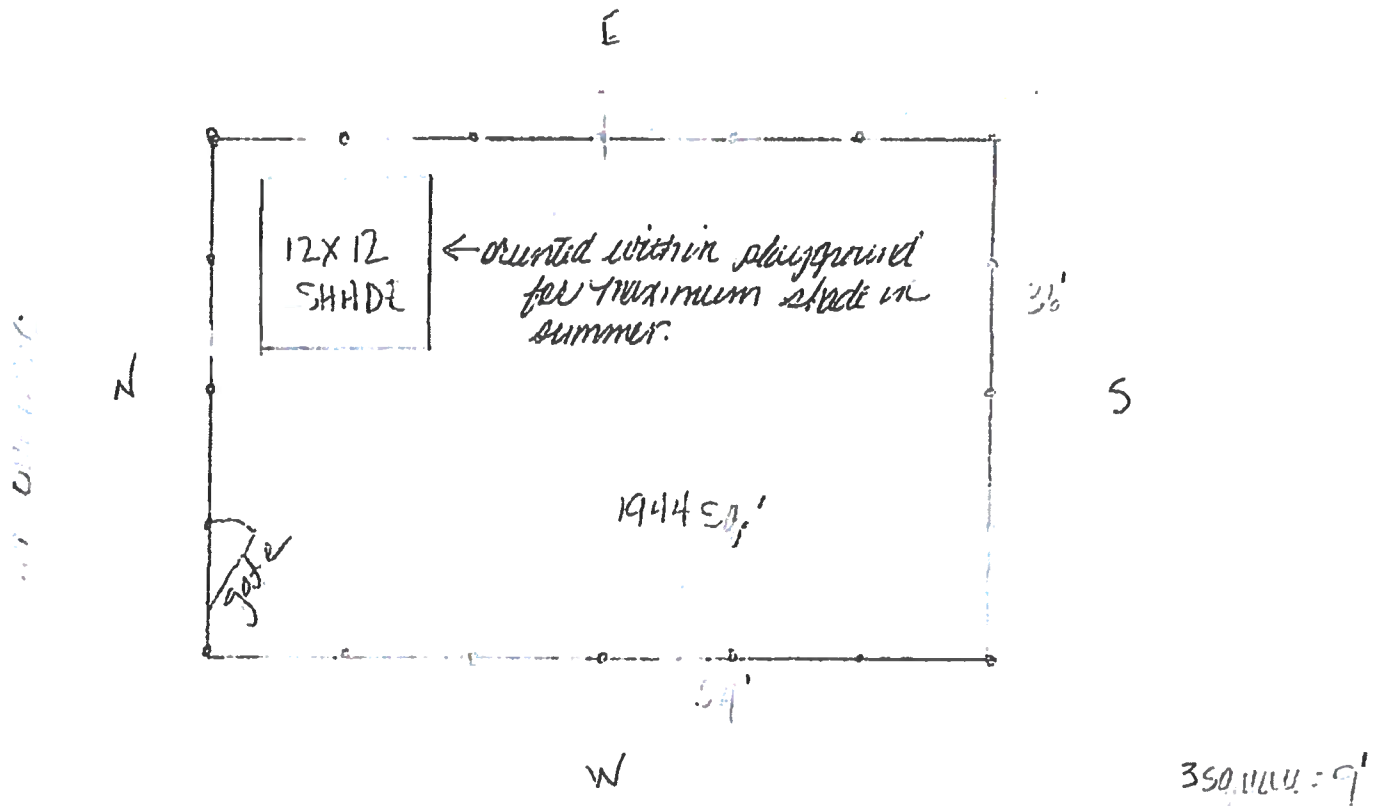
Quoted By: JW Lindsay

Date: 5/21/2019

Phone: 575-649-0678

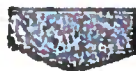
Email: jw@smithco.cc

TEAR DOWN PLAYGROUND



- 1) 8' chain regular fencing, (anchored at bottom)
- 2) 1944 sq ft outdoor pet friendly turf & installation.
- 3) 8' tall 6' gate
- 4) stand alone 12x12 shade (4 uprigits, metal corner brackets, w/uv. blocking)
- 5) installation of pop display
- 6) water line from main building & faucet. (I need to measure but I believe ± 30 ft from main building.)

Similar Options to Consider



GREENLINE Jade
50 Artificial Grass
Synthetic Lawn
(162)

\$19⁹⁷ /lineal foot



RealGrass
Standard Artificial
Grass Synthetic
(32)

\$39⁵⁴ /lineal foot



GREENLINE Jade
50 15 ft. x Your
Length Artificial
(42)

\$36⁹⁷ /lineal foot



GREENLINE
Classic 54 Fescue
Artificial Grass
(11)

\$24⁹⁷ /lineal foot



GREENLINE
Pet/Sport 5 ft. x 10
ft. Artificial
(11)

\$209⁰⁰



StarPro Greens 1
ft. Wide Heavy
Duty Beam Tape
(11)

\$22⁵⁰ /lineal foot

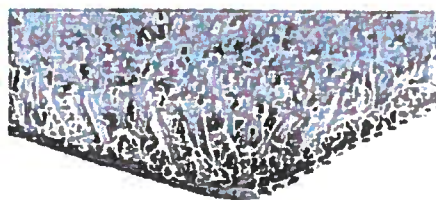


StarPro Ultra
Centipede
Southwest

\$43⁰⁵ /lineal foot

View Item Detail

Model # CLPTSP6075CTL Internet #205205342



GREENLINE Pet/Sport 60 Artificial Grass Synthetic Lawn Turf Carpet for Outdoor Landscape 7.5 ft. x Customer Length

★ ★ ★ ★ (109)

- Resistant to frost and heat
- Pet friendly
- Non-absorbent fiber provides superior drainage

\$32²³ /lineal foot

Save up to \$100 on your qualifying purchase.

Quantity - 1 +

Not in Your Store - We'll Ship It There

Add to Cart

We'll Deliver It to You

Add to Cart

We'll send it to Las Cruces for free pickup

Available for pickup
May 24 - May 30

Free Delivery on \$45 order

Get it by
May 23

Or buy now with

We're unable to ship this item to:
AK, GU, HI, PR, VI

Easy returns in store and online

Product Overview

Sport/Pet 60 is the perfect solution for sports areas and pet areas. Great turf starts with quality blades (yam) and backing. This turf lives up to its name - specialized grass fiber for superior resilience and durability. It is excellent for sports and pets - gentle on the paws but durable and easy to clean. This premium yam has proven its durability on sports fields for years. The backing material, constructed with heavy duty polyurethane, is designed to resist expansion or contraction due to environmental conditions and drains at a rate of 28 in. of rain per hour. No mowing, no watering, no spraying: just years of enjoyment with family, friends and pets. This turf is recommended for residential and commercial applications, is safe for pets and ideal in high traffic areas. It is an excellent choice in both hot and dry climate areas where you can conserve water and in climates that are cold and/or wet for a mud free play area, both providing you with year round green and turf enjoyment. It is recommended to add 1-2 lbs. of infill per sq. ft. GREENLINE Artificial Grass uses cutting edge technology and state of the art manufacturing to create consistent, high quality products that are recognized as the industry standard. When it comes to quality, design and material for 'blades' and backing, GREENLINE is your best choice in Artificial Grass.

- Appearance and texture of real grass
- Soft, non-abrasive, non-absorbent fiber
- Performance yam for greater resiliency
- UV-stabilized; heat and frost resistant
- Urethane-coated backing for greater seam strength and durability
- Perforated for superior drainage
- No lead or other heavy metals
- Best product for high traffic consistent with sports and pets
- Made in the USA
- When ordering input the number of feet you desire in the quantity field
- Turf sold in 7.5 ft. Width x Your Length (quantity) up to 100 ft.
- Gentle on paws but durable and easy to clean
- Shortest pile height for the heavy, active traffic from sports and pets
- Custom length products are not returnable

Accessories (3)

YOUR CURRENT PRODUCT



\$32.23 /linear foot

Info & Guides

You will need Adobe® Acrobat® Reader to view PDF documents.
a free copy from the Adobe Web site.

U. Green Choice

Model # SST Internet #100683974



StarPro Greens

1 ft. Wide Heavy Duty Seam Tape for Lawn Grass and Putting Turf, Each box contains 20 ft.

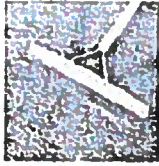
★★★★ (11)

- Wide tape allows for a more secure seam
- Can be paired with adhesives for a stronger hold
- Heavy duty for incredible performance and durability

\$22.50
/linear foot

Save up to \$100 on your qualifying purchase.

GREENLINE PetSport 60
Artificial Grass
(109)
NOT YET RATED



\$39.97



\$22.50 /linear foot



\$42.80

RealGrass Synthetic Grass
Turf Rake with 9"
(79)
NOT YET RATED

See Photo

StarPro Greens 1 ft. Wide
Heavy Duty Beam
(11)
NOT YET
RATED

See Photo

RealGrass Synthetic Turf
Seaming Kit with 32"
(14)
NOT YET RATED

See Photo

Use Chat

1 Item(s) Selected

Add Items To Cart

Specifications

Dimensions

Product Width (in.)

90

Details

Approximate Coverage (sq. ft.)

0

Flooring Product Type

Artificial Turf

Indoor/Outdoor

Outdoor

Returnable

Non-Returnable



Style

Mission

Warranty / Certifications

Manufacturer Warranty

8 Years

Quantity  

Not in Your Store - We'll Ship It There

Available for pickup
May 21 - May 24

We'll send it to Las Cruces for free pickup

[Add to Cart](#)

or

We'll Deliver It to You

Free Delivery

Get it by May 22

[Add to Cart](#)

We're unable to ship this item to:
AK, CA, GU, HI, PR, VI

Or buy now with

Easy returns in store and online

Product Overview

© 2020 THE HOME DEPOT. ALL RIGHTS RESERVED. THE HOME DEPOT IS A TRADEMARK OF THE HOME DEPOT STORES, INC.

StarPros Lawn Grass and Putting Turf Heavy Duty seam tape is 12 in. wide and non-porous so the glue will not seep through. Perfect for seaming synthetic lawn grass and putting greens and can be

used for indoor or outdoor jobs. Use in combination with the following Home Depot adhesives: Roberts 6700 Carpet Adhesive, 3M Rubber and Gasket Adhesive or Heavy Duty Liquid Nails. Please read on-line Installation Instructions for details on using. Sold in 1 Ft. x 20 Ft. segments.

- Heavy duty seam tape is perfect for seaming synthetic lawn grass and putting greens
- 12 wide seam tape for a more permanent seam
- Seam tape is non-porous, so glue will not seep through. Used in conjunction with home depot adhesives for indoor or outdoor use
- Sold in 1 ft. x 20 ft. Segments

Specifications

Dimensions

Product Width (in.)

12

Details

Approximate Coverage (sq. ft.)

0

Flooring Product Type

Artificial Turf

Indoor/Outdoor

Indoor/Outdoor

Returnable

Non-Returnable

Warranty / Certifications

Manufacturer Warranty

7 years

[Skip to main content](#)

[pet waste dispenser](#)

[Show off your summer lawn](#)

Caballo 07931

[Account & Lists](#)

[Account & Lists](#)

[Orders](#)

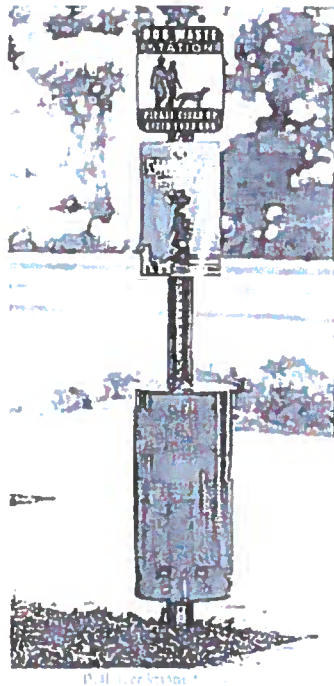
[Try Prime](#)

[Cart](#)

Shop the Summer store

[View all Summer items](#) [Shop now](#)

[Add to Cart](#) [Buy Now](#) [Add to List](#) [Add to Wish List](#)



Pet Waste Station

Dog Waste Station - Everything Included - FREE 400 waste bags and 50 can liners

by American Dog Waste Products

24 customer reviews

119 answered questions

Price: **\$270.91 & FREE Shipping.** Details

Get \$40 off instantly. Pay \$230.91 upon approval for the Amazon.com Store Card.

- Professional Grade / High Strength Aluminum
- Commercial and Residential Use
- Everything Included - Sign, Locking Dispenser, Waste can with Lid, Post
- Free 400 Dog Waste Bags and 50 Can Liners

[Compare with similar items](#)

Used & new (6) from \$247.49 - **FREE shipping.** Details

[Report incorrect product information.](#)



Learn more

POCCO & BOXIE SUPPLY CO

Eliminate Pet Stains & Odors With Success

5.0 out of 5 stars

[View all product images](#)

[View all prices](#)

[Add to Cart](#) [Buy Now](#) [Add to List](#) [Add to Wish List](#)



For a price of **\$377.64**

[Add all three to Cart](#)

[Add all three to List](#)

☒ **This Item: Dog Waste Station - Everything Included - FREE 400 waste bags and 50 can liners** \$270.91

☒ Dog Waste Bags - 3 Count 3 Bag - (10 roll) / 200 per roll = 2,000 ROLL BAGS) \$76.84

☒ Dog/pot Trash Liner Bags \$29.89

\$270.91

& FREE Shipping. Details

3.0 out of 5 stars

Sold by **ZW USA Inc** and Fulfilled by Amazon.

Item arrives in packaging that reveals what's inside. To hide it, choose **Ship in Amazon packaging** at checkout.

Qty: 1

[Add to Cart](#)

[Buy Now](#)

☐ This is a gift

Deliver to **JO - Caballo 07931**

[Add to List](#)

[View all prices](#)

[Add to Wedding Registry](#)

Other Sellers on Amazon

Used & new (6) from \$247.49 - **FREE shipping.** Details

[View all product images](#)

[View all prices](#)



earth rated

Scented and Unscented Dog Waste Bags

Earth Rated 225-Count X-Large Dog Waste Bags, Lavender-Scented Poop

915

\$11.99 price

[Add to Cart](#)

Switch your wireless carrier and save on Internet and Mobile.

Xfinity Internet
\$**29**⁹⁹ a mo. / 1 yr.
with 1-yr. agreement
Plus, reliably fast speeds

xfinity
1-800-xfinity

Equipment, taxes and other charges extra, and subj. to change. See disclaimer for details.

Get It Now

[Add feedback](#)

Customer Questions & Answers

24 customer reviews

4.5 out of 5 stars

5 star 12
4 star 8
3 star 2
1 star 2

Review this product

Share your thoughts with other customers

Write a customer review



[Learn More](#)

[Add feedback](#)

Customer images



[See all customer images](#)

Top Reviews

Traveller_seeker

Five Stars

December 29, 2017

Good inexpensive solution. We have purchased five of these for our apartment communities and plan on buying more.

[View all reviews by Traveller_seeker](#)

Helpful

[Comment](#)

[Report abuse](#)








DFarmer

No complaints. We have 8 of these at my ...

December 9, 2017

No complaints. We have 8 of these at my work. Even after being in the weather for a few years they look new.

[View all reviews by DFarmer](#)

Pet Waste Station
Commercial Grade
Aluminum Dog Waste
Station in Forest Green
\$199.00

Dog Waste Station - Free
400 Dog Waste Bags, Free
50 can Liners
\$272.32

Dog Waste Station - Free
400 Dog Waste Bags, Free
50 can Liners
\$149.99

Dog Waste Station - Free
400 Dog Waste Bags, Free
50 can Liners
\$271.19

Pet Waste Can Green
Outdoor Pet Waste
Receptacle 10 Gallon Can
(PVC-025)
\$146.89

Dog B.
Waste
Attach
Free R
\$13.95

[Customized your next pet has item also viewed](#)







Zero Waste Dog Waste Roll
Bags, 10 Rolls of 200,
Total 2,000 Bags
\$55.40

Dog Waste Station - Free
400 Dog Waste Bags, Free
50 can Liners
\$29.89

Dog Waste Station - Free
400 Dog Waste Bags, Free
50 can Liners
\$168.63

Zero Waste USA Dog
Waste Station with Zero
Waste Bag System
\$173.73

Pet Waste Station,
Everything Included, Plus
400 Bags Free! (PVC-016)
\$271.19

[Customized your next pet has item also viewed](#)

- Your cost could be **\$220.91** instead of **\$270.91**! Get a \$50 Amazon.com Gift Card instantly upon approval for the Amazon Rewards Visa Card. [Apply now](#)

Have a question?

Find answers to frequently asked questions

Do your community a favor and STOP WAITING! This dog waste station offers premier quality at an economical cost. Our Pet Waste Stations sell for nearly \$100 less than the other big-name brands, yet ALL of our stations come from a prominent, well-known leader in the pet waste solution industry! These stations are not made with POLY PLASTIC or "POLYETHYLENE", like you find with other brands. Our stations consist of non-fading, non-rusting, commercial grade, high strength Aluminum metal. Durable, practical, and easily identifiable. Each dispenser holds 1000 bags at a time, 600 bags ready to be dispensed and 400 in the storage capacity. Any standard 8X13 roll bag fits our dispenser, but we're confident you won't find a better bag at a better value than ours! The lidded waste can provides a 10-Gallon storage capacity and comes with a unique can liner clamp feature, designed to secure liner bags and prevent any slips or rips. Each station includes EVERYTHING you will need, from the easy-to-install instructions to your first supply of pick up bags and can liner refills to get you started! DON'T GET FOOLED INTO SPENDING MORE THAN YOU HAVE TO! See why others are switching to AMERICAN DOG WASTE PRODUCTS. Our prices are highly competitive and significantly lower than DogiPot, Wazie, ZeroWaste, and others offering commercial pet waste products. Our quality of service can't be matched either, as we ship FAST-same day shipments following payment confirmation or it's shipped the next business day! STILL NOT SURE? CHECK OUR FEEDBACK & see what others have to say about us! OUR DOG WASTE STATIONS & BAGS ARE THE ULTIMATE SOLUTION FOR PET WASTE CONTROL! Offers like this won't last forever, so what are you waiting for?

Do your community a favor and STOP WAITING! This dog waste station offers premier quality at an economical cost. Our Pet Waste Stations sell for nearly \$100 less than the other big-name brands, yet ALL of our stations come from a prominent, well-known leader in the pet waste solution industry! These stations are not made with POLY PLASTIC or "POLYETHYLENE", like you find with other brands. Our stations consist of non-fading, non-rusting, commercial grade, high strength Aluminum metal. Durable, practical, and easily identifiable. Each dispenser holds 1000 bags at a time, 600 bags ready to be dispensed and 400 in the storage capacity. Any standard 8X13 roll bag fits our dispenser, but we're confident you won't find a better bag at a better value than ours! The lidded waste can provides a 10-Gallon storage capacity and comes with a unique can liner clamp feature, designed to secure liner bags and prevent any slips or rips. Each station includes EVERYTHING you will need, from the easy-to-install instructions to your first supply of pick up bags and can liner refills to get you started! DON'T GET FOOLED INTO SPENDING MORE THAN YOU HAVE TO! See why others are switching to AMERICAN DOG WASTE PRODUCTS. Our prices are highly competitive and significantly lower than DogiPot, Wazie, ZeroWaste, and others offering commercial pet waste products. Our quality of service can't be matched either, as we ship FAST-same day shipments following payment confirmation or it's shipped the next business day! STILL NOT SURE? CHECK OUR FEEDBACK & see what others have to say about us! OUR DOG WASTE STATIONS & BAGS ARE THE ULTIMATE SOLUTION FOR PET WASTE CONTROL! Offers like this won't last forever, so what are you waiting for?



Shipping Weight: 32 pounds (view shipping rates and policies)

ASIN: 800OABJOAC

Average Customer Review: [24 customer reviews](#)

Amazon Best Sellers Rank: #11,051 in Pet Supplies (See Top 100 in Pet Supplies)
#126 in Dog Waste Bags

Product Warranty: For warranty information about this product, please [click here](#)

Would you like to tell us about a lower price?

Commercial Steel Outdoor Bench with Straight Back

SALE

Model CBPB-6SB-BK

Beauty & Quality

This classic style heavy-duty steel bench is built to last. Manufactured to withstand the rigors of commercial use, the backrest and seat are constructed from 1-9/16" x 3/16" welded steel bars while the arms and legs use 2" x 1/2" steel.

Dimensions: 74"L x 24.25"W x 33"H

This imported bench is perfect for any indoor or outdoor setting. Its solid textured powder-coated finish will provide full protection against rust and corrosion for years. Simple and easy four piece six bolt assembly. Stainless steel security hardware is included.

Matching Products



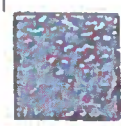
Flat Park Bench
with Armrests



Verona Series
Recycling Receptacle

► [Need a Park Bench Fast?](#)
 ► [Click Here to Show Models, Colors and Options](#)
 that are [QuickShip Ready](#)

Color Options



Black
river finish

▼ Item Specific Details Available on Linked Model Numbers Below

? [Tweet](#)

Commercial Steel Outdoor Bench 6' Length				Was	Special	Qty
CBPB-6SB-BK	(1 to 5 Units)	Black (River Finish)	(179 lbs)	\$893.00	\$759.00	2 ▾
CBPB-6SB-BKB	(6 to 12 Units)	Black (River Finish)	(179 lbs)	\$881.00	\$749.00	▾
CBPB-6SB-BKC	(13 to 24 Units)	Black (River Finish)	(179 lbs)	\$869.00	\$739.00	▾
CBPB-6SB-BKD	(25+ Units)	Black (River Finish)	(179 lbs)	\$858.00	\$729.00	

(Prices F.O.B. Origin)
 Some Assembly Required

[Bulk Inquiry](#)

[Add to Cart](#)

Related Products



Commercial Steel
Park Bench with
Curved Back



Commercial Steel
Trash Receptacle with
Flare Top



Park Master
Aluminum
Picnic Tables



Gloss Black Finish
'U' Bike Rack

[Previous Product](#)

[Copyright and Disclaimer](#) © 1993-2019, Belson Outdoors, LLC

[Next Product](#)



[Home](#) | [Free Catalog](#) | [About Us](#) | [Contact Us](#) | [FAQs](#) | [Privacy Policy](#) | [Site Map](#) | [Shopping Cart](#)
 627 Amersale Drive | Naperville, IL 60563 | (800) 323-5664 | Fax: (630) 897-0573 | sales@belson.com

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAY 13 2015

SIERRA COUNTY ANIMAL RESCUE SOCIETY
39 TULPIA TRL
HILLSBORO, NM 88042-9518

Employer Identification Number:

47-3438073

DLN:

26053528001035

Contact Person:

CUSTOMER SERVICE

ID# 31954

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

March 16, 2015

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

Sincerely,

A handwritten signature in blue ink, reading "Tamera Riggall". The signature is written in a cursive style with a large initial "T" and "R".

Director, Exempt Organizations

Tax Exempt Ever Denied: No
Tax Exempt Ever Revoked: No
Tax Exempt Ever Modified: No
Contributions Tax Deductible: Yes

.....
Banks:

First Savings Bank
575-894-7148
915 N Date Street
Truth or Consequences, NM 87901

.....
Annual Financials

<i>Tax Year:</i>	2018
<i>IRS Document Filed:</i>	990-N
<i>Total Contributions:</i>	\$605.00
<i>Total Gross Revenue:</i>	\$3,119.00
<i>Total Expenses:</i>	\$1,374.00
<i>Program Services Expenses:</i>	\$1,152.00
<i>Management General Expenses:</i>	\$0.00
<i>Fundraising Expenses:</i>	\$212.00
<i>Beginning of Year Net Assets:</i>	\$4,577.00
<i>End of Year Net Assets:</i>	\$6,317.00
<i>Gross Professional Fundraising Collections:</i>	\$1,745.00
<i>Net Professional Fundraising Collections:</i>	\$1,745.00

.....
Registration Submitted By:

Brodsky, Joyce
President

575-895-5551
robbinbrodsky@gmail.com

Sierra County Animal Rescue Society Board Members:

Robbin Brodsky 575-895-5551

Rebecca Porter 575-895-5139

Jan Haley 575-895-5349

Anne Anders 575-895-5137

Barbara Lovell 575-895-5011

Ruth Miller 575-895-5179

Angelica Webb 575-888-0351

Sierra County Animal Rescue Society (SCARS)
P O Box 435
Williamsburg, NM 87942

February 15, 2019

Income

Balance as of yearend 2018	6,317.19
Restricted funds donation*	200.00 T or C Rotary*
Cash in bank before expenses	6,517.19
Petty cash	<u>52.00</u>
Assets (cash on hand)	6,569.19

Expenses

	107.79 from restricted funds*
	<u>324.88</u> program expenses
Expenditures	432.67

Bank balance per Feb. 15, 2019 6,129.52

- Truth or Consequences Rotary donated \$200.00 to SCARS with the stipulation that it was to be used to purchase boots, name tags, and any other materials that would benefit the volunteers working at any chore at the T or C Animal Shelter.



FIRST SAVINGS BANK
5800 S WESTERN AVE
SIOUX FALLS, SD 57108

006 00018 01
ACCOUNT:

PAGE: 1
30088656 02/15/2019

TELEPHONE: 575-894-7148

8185 1 MB 0.428

008285

SIERRA COUNTY ANIMAL RESCUE SO
PO BOX 435
WILLIAMSBURG NM 87942-0435

Effective 7-01-18, the Overdraft Item Fee (per item paid) and the NSF Return Fee (per item returned) were lowered to \$30.00 per item. The Overdraft Item Fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means. We will limit the combined number of Overdraft & NSF Return Fees charged on any one business day to 10, for a maximum of \$300.

QUALITY CHECKING ACCOUNT 30088656

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			01/18/19	6,486.46
CHECK # 1026	238.25		01/23/19	6,248.21
CHECK # 1027	22.06		01/25/19	6,226.15
NM SECRETARY OF NM PUBLIC 912171345122	10.00		02/05/19	6,216.15
CHECK # 1028	86.63		02/14/19	6,129.52
BALANCE THIS STATEMENT			02/15/19	6,129.52 ✓
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		6,129.52
TOTAL DEBITS (4)	356.94	AVG AVAILABLE BALANCE		6,254.79

YOUR CHECKS SEQUENCED

DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT	DATE...CHECK #.....AMOUNT
01/23 1026 238.25	01/25 1027 22.06	02/14 1028 86.63

- END OF STATEMENT -



South of main
building and
future site of
Dog Playground



Truth
or
consequences
Animal shelter



Kelly