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P.O. BOX 706. DEMING, NEW MEXICO 88031  
POPULATION 14,000

# CITY COUNCIL MEETING

**August 12, 2013**

4:00 P.M. CITY COUNCIL WORKSHOP

6:00 P.M. CITY COUNCIL MEETING

## AGENDA

Call to Order

### 1. Consent Agenda

- A. Minutes - City Council Workshop and Regular Meeting 7/8/13
- B. Minutes - City Council Special Meeting 7/29/13
- C. Minutes - Planning and Zoning Commission Meeting 7/15/13  
*(Items below are not approved in Consent Agenda)*
  - a. Recommendation for approval of the Annexation Request for a Parcel of Land off N. Gold and Chaparral (To be presented later in agenda)
  - b. Recommendation for approval of a Re-plat of Lands Located at US Hwy 180 & Chaparral Blvd. (To be presented later in agenda)
  - c. Recommendation to approve a Special Use Permit Request for an Auto Detail Business and Auto Sales at 200 E. Spruce Street (To be presented later in agenda)
- D. Minutes - Tourism Development Committee *(no meeting scheduled)*
- E. Minutes - Airport Commission Meeting *(no meeting scheduled)*
- F. Minutes - Marshall Memorial Library Board Meeting *(no meeting scheduled)*
- G. Minutes - Parks Commission Meeting 7/16/13
  - a. Recommendation for Wayfinding Pots to be placed at Leyendecker Plaza and the Museum
  - b. Recommendation to pursue the final design for Pocket Park

### 2. Public Forum

- 3. Public Hearing to Consider an Ordinance Authorizing the Execution and Delivery of Loan and Subsidy Agreement by and Between the City of Deming and the New Mexico Finance Authority
- 4. Approval of Medical Transportation Services Agreement
- 5. Resolution Approving the Agreement Between the City of Deming and the Southwest New Mexico Council of Governments.
- 6. Quasi-Judicial Public Hearing to Consider a Special Use Permit for an Auto Sales and Detail Business located at 200 E. Spruce Street.
- 7. Quasi-Judicial Public Hearing to Consider an Annexation Request of an area northeast of Chaparral Boulevard and Highway 180.
- 8. Quasi-Judicial Public Hearing to Consider a Subdivision Request for a Replat of existing lots at Highway 180 and Chaparral Boulevard.

9. Bids:

a. Bid #14-01 East Florida Street Drainage Improvements Phase I

10. Closed Session: To discuss the Purchase of Real Estate within the City Limits pursuant to NMSA 1978, Section 10-15-1(H)(8) of the Open Meetings Act

11. Adjourn Meeting

*The next regular City Council Workshop and Meeting are scheduled for 4:00 & 6:00 p.m., September 9, 2013.*

**CITY COUNCIL  
WORKSHOP MINUTES  
August 12, 2013**

**Council Present:** Andres Z. Silva, Mayor  
William Shattuck, Councilor

Linda Franklin, Mayor Pro Tem

**Council Absent:** David Sanchez, Councilor

Joe "Butter Milo", Councilor

**Staff Present:** Richard F. McInturff, City Administrator  
Aaron Sera, Assistant City Administrator  
Brandon Gigante, Police Dept. Chief  
Wesley Hooper, Community Svcs. Director  
Lloyd Valentine, Finance Svcs. Manager

Edgar Davalos, Fire Chief  
Vicki Engle, HR Specialist  
Gina Gentile, City Planner

**Recording Secretary:** Lila Jasso, Administrative Secretary/Assistant Deputy Clerk

Mayor, Council and staff members of the City of Deming, New Mexico held a workshop on August 12, 2013 at 4:00 p.m. to discuss items of the City Council Agenda in preparation for the regularly scheduled meeting, held at 6:00 p.m. the same day. The following items of the agenda were discussed as follows:

**Consent Agenda:** It was suggested by Mr. McInturff that item G. Minutes –Park Commission Meeting 7/16/13 be discussed, particularly the Little League use of concession stand at Hooten Fields. Mr. Sera discussed a meeting in which he, Ms. Veronica Olvera, the new Little League President; and Mr. Tony Sayre, the local affiliate representative of the Optimist Club; met to discuss the concession stand. As a result of this meeting, Mr. Sera stated that he will be making a recommendation to the Parks Commission at their next meeting that the Optimist Club continue to run the concession stand at Hooten Park.

Mayor Pro Tem Franklin pointed out a typographical error in the Parks Commission Meeting Minutes in the fourth paragraph on page to, in which the word should be changed to "be" instead of "by".

Mr. McInturff questioned the cost of the two Wayfinder pots that Mr. Sera stated would be placed at Leyendecker Plaza and the Deming Luna Mimbres Museum. Mr. McInturff noted that MainStreet has been granted \$15,000 plus funding from Union Pacific for this project, and the City's match of \$1,600. Mr. McInturff thought it was a lot of money for two 2'X3' signs. It was requested that MainStreet attend the Council Meeting to fully explain the Wayfinder and Pocket Park projects.

Mr. Sera briefly described the size, location, construction and specifics for this project. He affirmed that the cost for two pots is \$7,000.

**Public Hearing to Consider an Ordinance Authorizing the Execution and Delivery of Loan and Subsidy Agreement by and Between the City of Deming and the New Mexico Finance Authority:** Mr. Massengill will present this item to Mayor and Council. This ordinance is for the purchase and installation of automatic read water meters throughout the city. He stated that the project is funded under the New Mexico Drinking Water Bureau.

**Approval of Medical Transportation Services Agreement:** Mr. McInturff will present this agreement for services to Mayor and Council. He stated that Elite Medical Transport, LLC is the sole provider to provide transport services from the local hospital to Las Cruces hospitals. He briefly described the services of the agreement.

**Resolution Approving the Agreement Between the City of Deming and the Southwest New Mexico Council of Governments:** Mr. Sera stated that this agreement is a standard yearly resolution for membership to the SWNMCOG. He referred to the agreement that is in the Council's packet.

**Quasi-Judicial Public Hearing to consider a Special Use Permit for an Auto Sales and Detail Business located at 200 E. Spruce Street:** Ms. Gentile, City Planner will present this case to Mayor and Council.

**Quasi-Judicial Public Hearing to consider an Annexation Request of an area northeast of Chaparral Boulevard and Highway 180:** Ms. Gentile, City Planner will present this case to Mayor and Council.

**Quasi-Judicial Public Hearing to consider a Subdivison Request for a Replat of existing lots at Highway 180 and Chaparral Boulevard:** Ms. Gentile will present this case to Mayor and Council.

**Bid #14-01 East Florida Street Drainage Improvements Phase I:** Mr. Massengill will present this item to Mayor and Council. He stated that the project will run from Country Club Road, west to Mallery Street. He stated that five bids were received with Deming Excavating coming in with the low bid. He stated that the funding is NMDOT MAP funding with a 25% match requirement. He recommended that the bid be awarded to Deming Excavating. Mr. Sera stated that the City is proposing amendments to the original plans such as installing concrete roadways instead of asphalt.

Mayor Pro Tem Franklin stated that she was happy to see the Police Department is applying for the Operation Click-It funding.

Chief Gigante stated that Lt. Rudiger will be attending the meeting tonight to thank Mayor and Council for allowing him to attend the APSAC Child Forensic Interview Clinic in Seattle Washington.

**Adjourn Meeting:** With no further business to discuss, the workshop was adjourned at 4:25 p.m.

**CITY OF DEMING, NEW MEXICO**



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Andres Z. Silva, Mayor

ATTEST:



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Richard F. McInturff, Clerk

# CITY COUNCIL MEETING MINUTES

August 12, 2013

**Council Present:** Andres Z. Silva, Mayor  
David Sanchez, Councilor  
Linda Franklin, Mayor Pro Tem  
Bill Shattuck, Councilor

**Council Absent:** Joe "Butter" Milo, Councilor

**Staff Present:** Richard F. McInturff, City Administrator  
Aaron Sera, Asst. City Administrator  
Wesley Hooper, Community Svcs. Dir.  
Jim Massengill, Public Works Director  
Brandon Gigante, Police Chief  
Jim Foy, City Attorney  
Edgar Davalos, Fire Chief  
Gina Gentile, City Planner  
Matthew Rudiger, Police Lieutenant

**Recording Secretary:** Lila Jasso, Administrative Secretary/Asst. Deputy Clerk

Mayor Silva called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

## 1. Consent Agenda

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  - a. Recommendation for Wayfinding Pots to be placed at Leyendecker Plaza and the Museum
  - b. Recommendation to pursue the final design for Pocket Park

Mr. McInturff stated that item G. Parks Commission Meeting Minutes were discussed during the workshop and that there are some questions for MainStreet regarding the Wayfinding Pots.

Mayor Pro Tem Franklin motioned to pull item G. for further discussion. The motion was seconded by Councilor Shattuck. A friendly amendment was made to the motioned by Mayor Pro Tem Franklin to approve the rest of the Consent Agenda, as it stands. The friendly amendment was seconded by Councilor Shattuck. Both motion and friendly amendment carried unanimously.

Mayor Pro Tem Franklin stated that Council had a few questions to MainStreet regarding the Wayfinding Pots regarding the costs breakdown.

Ms. Barbara Reedy, President of MainStreet, stated that the costs of the pots are \$6,400 and they would be delivered within the next 10 days. She presented Mayor and Council with a graphic of the pot and sign. Mr. McInturff asked the size of the sign. Ms. Reedy called Mr. Dan Henke, project manager, to address the question. Mr. Henke stated that the pots are 39 inches tall, 54 inches wide in the middle at the widest part, the base is 36 inches. Mr. Henke went on to explain the design of the pot with the sign dimension of approximately 2' X 3'.

Mayor Pro Tem Franklin asked what the cost of the signs will be. Mr. Henke and Ms. Reedy stated that the cost is \$5440 which includes the design and signs. Mayor Silva stated that, so far the costs come to \$11,840 and asked what the remaining balance would be used for. Ms. Reedy stated that the remaining balance would be used for signs to incorporate on the historic walking tour buildings.

Mayor Pro Tem Franklin asked Ms. Reedy what MainStreet has planned for Pocket Park. Ms. Reedy stated that she has applied for a grant from the PNM Foundation to have a mural painted on the east wall.

Mayor Pro Tem Franklin motioned to approve the locations for the Wayfinder Pots as presented and approve the minutes of the 7/16/13 Parks Commission Meeting. The motion was seconded by Councilor Shattuck, motion carried unanimously.

**2. Public Forum:** A public comment session was entertained.

Lt. Matthew Rudiger of the Deming Police Department thanked Council for approving the APSAC Child Forensic Interview Clinic he attended in Seattle, WA. He stated that he completed the certification training and is certified in the field of forensic interviewer pertaining to sex crimes and abuse. Lt. Rudiger stated that this certification is very beneficial for our area in that victims of these types of crimes will no longer have to travel to Las Cruces for interviewing.

Chief Gigante stated that part of their accreditation the Police Department has to update their Policies and Procedures, and due to the certification Lt. Rudiger has obtained, these have been updated to reflect his training.

Ms. Cecilia Dominguez, 720 E. Birch St., expressed her concern regarding replacing trees at the Elsie Vega Park.

He also stated that the Police Department would like to put more emphasis on community-wide projects. He said the department would like to conduct a meet and greet event at local parks. Mayor Pro Tem Franklin suggested that the Councilors of that park district be informed of the dates and locations so they can attend, as well.

- 3. Public Hearing to Consider an Ordinance Authorizing the Execution and Delivery of Loan and Subsidy Agreement by and Between the City of Deming and the New Mexico Finance Authority:** Mr. Massengill presented this item to Mayor and Council. He stated that the City applied and received a loan from the NMFA-Drinking Water State Revolving Loan Fund to replace the existing water meters with automatic read water meters. He read the summary of the ordinance into record in which the principal loan amount (after forgiveness) will be \$1,206,142.

Mayor Silva asked if this loan would allow for the replacement of all current water meters to provide more efficient read meters. Mr. Massengill stated that it would replace all existing meters to provide more efficient meters. The new meters would bill directly through the existing billing system, and would decrease the time it takes to read the meters.

Councilor Shattuck asked if the water shut-off valves would be replaced. Mr. Massengill stated that was not part of the existing work order but would be looked at for wear upon installation.

Mr. McInturff asked Mr. Massengill how old the existing meters are. Mr. Massengill stated that the existing meters are approximately 8 to 10 years old.

Mayor Silva opened the floor to public comment.

Cecilia Dominguez, 720 E. Birch St., asked how many meter readers the City currently has, and if they any would lose their jobs due to this upgrade? Mr. Massengill stated that there are 2 meter readers and that no one would be losing their jobs. Extra time gained would be used for maintenance.

Mayor Silva closed the public comment and entertained a motion from Council on this item.

Councilor Shattuck motioned to approve the ordinance authorizing the execution and delivery of a loan and subsidy agreement by and between the City of Deming and the New Mexico Finance Authority, as presented. The motion was seconded by Councilor Sanchez and carried unanimously.

- 4. Approval of Medical Transportation Services Agreement:** Mr. McInturff presented this agreement to Mayor and Council. He stated that this is a 3-way agreement between the City, County, and Elite Medical Transport, LLC. He noted that the service provided is medical transport services from the hospital to out of town facilities. He summarized the terms and conditions of the agreement. He stated that the compensation in consideration of the services provided by the contractor would be \$2,500 per month (\$1,250 each from City and County).

Chief Davalos commented that the services Elite provides are very helpful to the fire department in handling the 9-1-1 calls, provided by the mutual aid agreement between the entities.

Mayor Pro Tem Franklin motioned to approve the Medical Transportation Services Agreement as presented. Councilor Sanchez seconded the motion, motion carried unanimously.

5. **Resolution Approving the Agreement Between the City of Deming and the Southwest New Mexico Council of Governments:** Mr. Sera presented this agreement and resolution to Mayor and Council. He referred to the agreement in the Council's packet. He stated that the annual membership dues are \$4,500 which is a minimal fee when compared to the services provided by the SWNMCOG. Mayor Silva read the resolution into record.

Councilor Shattuck motioned to approve the resolution with the attached agreement, as presented. The motion was seconded by Council Sanchez, motion carried unanimously.

6. **Quasi-Judicial Public Hearing to Consider a Special Use Permit for an Auto Sales and Detail Business located at 200 E. Spruce Street:** Mayor Silva conducted a Quasi-Judicial Public Hearing to consider granting a special use permit for an auto sales and detail business located at 200 E. Spruce to order. Mayor Silva confirmed that Council had no conflicts of interest; that the public notices were properly posted; and swore in all parties who would be giving testimony.

Ms. Gentile, City Planner, stated that the applicants, Francisco and Abelard Renteria are requesting a special use permit for an auto sales and detail business. She noted that this same property, 200 E. Spruce St., was previously granted a different special use permit under another applicant, but never followed through. Ms. Gentile stated that the current applicant has applied for a building permit to make the restrooms ADA compliant and to put in a ramp for entry into the building. She also stated that applicant has been informed that there may be a need to have additional paving installed as per city code.

Mayor Silva asked the applicant to state his name for the record. The applicant, Mr. Francisco Renteria, 1903 S. Platinum, responded to the Mayors request.

Councilor Sanchez asked for clarification regarding the business and whether or not he would be detailing both automobiles for sale and those of drive-in customers. Mr. Renteria stated that he would be detailing both customers' vehicles and automobiles for sale. He asked if there would be any auto body repair and painting on site. Mr. Renteria stated that there would not be any auto body repair or painting, and that the previous applicant had removed the previously installed auto paint booth. Councilor Sanchez asked if Mr. Renteria had adequate parking for incidental overnight parking. Mr. Renteria stated that he had fenced in the entire area for autos for sale but that detailed cars would be kept in the bays for overnight storage. Councilor Sanchez asked about the hours of operation. Mr. Renteria answered that the hours would be Monday through Saturday from 9 a.m. to 6 p.m. Mr. McInturff asked Mr. Renteria if he had permits for the auto dealership. Mr. Renteria

answered that it was in process, but he first needed to get all local approval before they would consider the permit.

Mayor Silva asked if there were any other affected parties interested in giving their testimony regarding this item. There were none.

Mayor Silva then closed the comment session and entertained a motion from Council.

Councilor Shattuck motioned to grant the special use permit for the auto sales and detailing business located at 200 E. Spruce Street contingent upon receiving appropriate permitting from the state and city and complying with hours and operations as noted. The motion was seconded by Mayor Pro Tem Franklin, motion carried unanimously by a roll call vote.

**ROLL CALL VOTE**

Mayor Pro Tem Franklin	Aye
Councilor Sanchez	Aye
Councilor Shattuck	Aye

Mayor Silva stated the decision announced by the authorities will be effective after the written order is executed and filed with both the Municipal and County Clerk. Any action of the City Council in approving conditionally approving or denying this application may be appealed to the District Court within 15 calendar days.

7. **Quasi-Judicial Public Hearing to Consider an Annexation Request of an area northeast of Chaparral Boulevard and Highway 180:** Mayor Silva conducted a Quasi-Judicial Public Hearing to an annexation of property located to the west of Highway 180 along Chaparral Boulevard to order. Mayor Silva confirmed that Council had no conflicts of interest; that the public notices were properly posted; and swore in all parties who would be giving testimony.

Ms. Gentile, City Planner, stated that the applicant, Jim Woods, is seeking to have subject property annexed to within the city limits. The subject property, located west of Highway 180 along Chaparral Boulevard, is approximately 7.35 acres in area. Mr. McInturff pointed out the area on the map. Ms. Gentile stated that the proposed area is located within the "D" Industrial District of the ETZ and will be zoned "C" Commercial upon annexation into the City Limits.

Councilor Sanchez asked if water and sewer are available in the subject property. Mr. Massengill stated that both utilities are available in the area and the applicant has inquired on cost to install the utilities in the area.

Councilor Sanchez motioned to approve the annexation request of the area northeast of Chaparral Boulevard and Highway 180 as described. The motion was seconded by Mayor Pro Tem Franklin, motion carried unanimously by a roll call vote.

**ROLL CALL VOTE**

Councilor Sanchez	Aye
Mayor Pro Tem Franklin	Aye
Councilor Shattuck	Aye

Mayor Silva stated the decision announced by the authorities will be effective after the written order is executed and filed with both the Municipal and County Clerk. Any action of the City Council in approving conditionally approving or denying this application may be appealed to the District Court within 15 calendar days.

8. **Quasi-Judicial Public Hearing to Consider a Subdivision Request for a Replat of existing lots at Highway 180 and Chaparral Boulevard.** Mayor Silva conducted a Quasi-Judicial Public Hearing to consider granting a subdivision request for a replat of existing lots at Highway 180 and Chaparral Boulevard to order. Mayor Silva confirmed that Council had no conflicts of interest; that the public notices were properly posted; and swore in all parties who would be giving testimony.

Ms. Gentile, City Planner, stated that the applicant, Jim Woods, to vacate existing lot line of Block 2 of Pleyte Plat and combining the land with the property Mr. Woods is requesting annex, creating two new tracts of land, each approximately 6 acres in area. She stated that Mr. Woods is planning to develop one of the tracts into a convenience store.

Mr. McInturff stated that the vacated portion of Gold Street will also be included in the subdivision. He asked if the land vacated street sale had been closed. Ms. Gentile said she didn't believe it had. Mr. McInturff stated that the applicant may have been waiting for this process be completed and before going forward with his plans.

Mayor Pro Tem Franklin motioned to approve the subdivision request for a replat of existing lots at Highway 180 and Chaparral Boulevard under the condition that the closing of the Gold Street land has been completed. The motion was seconded by Councilor Shattuck, motion carried unanimously by roll call vote.

**ROLL CALL VOTE**

Councilor Shattuck	Aye
Councilor Sanchez	Aye
Mayor Pro Tem Franklin	Aye

Mayor Silva stated the decision announced by the authorities will be effective after the written order is executed and filed with both the Municipal and County Clerk. Any action of the City Council in approving conditionally approving or denying this application may be appealed to the District Court within 15 calendar days.

9. **Bids:**

**a. Bid #14-01 East Florida Street Drainage Improvements Phase I:**

Mr. Massengill presented this item to Mayor and Council. He stated the project is funded by the NMDOT to supply drainage improvements on the north side of Florida Street from Mallery Street to Country Club Road. He stated that five bids were received for review, and Deming Excavating, Inc. submitted the lowest construction bid at \$152,742.31 excluding NMGRT. Staff recommends awarding the bid to Deming Excavating, Inc. and would like authorization for the Public Works Director and/or Assistant City Administrator to enter into an agreement with Deming, Excavating, Inc. and execute any documents related to this project.

Councilor Shattuck motioned to approve Bid #14-01 East Florida Street Drainage Improvements Phase I to Deming Excavating, Inc. for \$152,742.31 plus NMGR, with the Public Works Director or Assistant City Administrator having authority to negotiate the final contract. The motion was seconded by Councilor Sanchez, motion carried unanimously.

- 10. Closed Session: To discuss the Purchase of Real Estate within the City Limits pursuant to NMSA 1978, Section 10-15-1(H)(8) of the Open Meetings Act:** Mayor Silva entertained a motion to go into closed session.

Councilor Sanchez motioned to go into closed session. The motion was seconded by Mayor Pro Tem Franklin, motion carried unanimously by roll call vote.

**ROLL CALL VOTE**

Councilor Shattuck	Aye
Mayor Pro Tem Franklin	Aye
Councilor Sanchez	Aye

Mayor Silva entertained a motion to go back into open session.

Councilor Sanchez motioned to go back into open session. The motion was seconded by Mayor Pro Tem Franklin, motion carried unanimously by a roll call vote.

**ROLL CALL VOTE**

Councilor Sanchez	Aye
Councilor Shattuck	Aye
Mayor Pro Tem Franklin	Aye

Mayor Silva noted for the record that items discussed were related to the purchase of real estate within the city limits, pursuant to NMSA 1978 Sections 10-15-1 (H) (8) of the Open Meetings Act and that no motions were made during closed session.

Mayor Pro Tem Franklin motioned to authorize staff in the purchase of the property located at 113 E. Maple Street at the purchase price of \$48,000 "as is" condition and authorize Mayor Silva to sign all closing documentation. The motion was seconded by Councilor Sanchez, motion carried unanimously.

Mayor Pro Tem Franklin motioned to authorize staff to negotiate a purchase price with Luna County for the land where the Pepsi Cola building, J & J Printing, and Western Furniture were located and give staff the authorization to conduct the negotiations. Councilor Shattuck recused himself from voting on this item. The motion was seconded by Councilor Sanchez. The motion was carried by Councilor Sanchez, Mayor Pro Tem Franklin and Mayor Silva.

- 11. Adjourn Meeting:** A motion was made by Councilor Shattuck to adjourn the meeting. The motion was seconded by Councilor Sanchez, motion carried unanimously. The meeting was adjourned at 7:47 p.m.



CITY OF DEMING, NEW MEXICO

Andres Z. Silva, Mayor

ATTEST:

Richard F. McInturff, Clerk

**CITY OF DEMING, NEW MEXICO  
ORDINANCE NO. 1237**

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF DEMING, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$1,206,142 TOGETHER WITH INTEREST, COSTS OF ISSUANCE AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN \$1,206,142 FOR THE PURPOSE OF FINANCING THE COSTS OF THE REPLACEMENT OF INACCURATE WATER METERS THROUGHOUT THE GOVERNMENTAL UNIT'S WATER SUPPLY SYSTEM WITH AUTOMATIC READ WATER METERS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; SETTING A MAXIMUM INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

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

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

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

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

WHEREAS, other than as described in the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues, and shall not constitute a general

obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

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

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the Administrator/Treasurer, this Ordinance and the form of the Loan Agreement; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DEMING, NEW MEXICO:

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

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the Finance Authority as 0.125% of the Loan Agreement Principal Amount then outstanding as a part of each semi-annual Loan Agreement Payment for the costs of originating and servicing the Loan, as shown in the Final Loan Agreement Payment Schedule.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of the aggregate amounts disbursed to the Governmental Unit for payment of the incurred costs of the Project.

“Aggregate Forgiven Disbursements” means the amount of Loan subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date equal fifty percent (50%) of the Aggregate Disbursements, up to a maximum of fifty percent (50%) of the Maximum Principal Amount not to exceed one million two hundred six thousand one hundred forty-two dollars (\$1,206,142).

“Aggregate Program Amount” means, with respect to the Loan Agreement, the sum of two million three hundred eighty-eight thousand four hundred dollars (\$2,388,400) which amount shall be available for disbursement to the Governmental Unit to pay costs of the Project upon receipt by the Finance Authority of a properly executed requisition or requisitions in

substantially the form attached as Exhibit "C" to the Loan Agreement, with supporting documentation.

"Aggregate Repayable Disbursements" means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

"Approved Requisition" means a requisition in the form of Exhibit "C" to together with supporting documentation (e.g. a payment request from the contractor or vendor) submitted to and approved by the Finance Authority pursuant to Section 4.2 of the Loan Agreement.

"Authorized Officers" means the Mayor and Administrator/Treasurer of the Governmental Unit and any other officer or employee of the Governmental Unit designated in writing by an Authorized Officer thereof.

"Bonds" means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement Payments.

"Closing Date" means the date of execution, delivery and funding of the Loan Agreement authorized by this Ordinance.

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

"Debt Service Account" means the debt service account established in the name of the Governmental Unit and administered by the Finance Authority to pay the Loan Agreement Payments under the Loan Agreement as the same become due.

"Drinking Water State Revolving Loan Fund" means the drinking water state revolving loan fund established by the DWSRLF Act.

"DWSRLF Act" means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended, including NMSA 1978, §§ 3-31-1 through 3-31-12, as amended, and enactments of the Governing Body relating to the Loan Agreement including the Ordinance.

"Environmental Protection Agency" means the Environmental Protection Agency of the United States.

"Expense Fund" means the expense fund created in the Loan Agreement to be held and administered by the Finance Authority to pay Expenses.

"Expense Fund Component" means an additional amount equal to one percent (1%) of each disbursement for the Project, simultaneously withdrawn and deposited in the Expense Fund to pay Expenses.

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

“Final Disbursement” means the final disbursement of moneys to the Governmental Unit, which shall occur within two years following the Closing Date, except as otherwise provided in the Loan Agreement. If the Aggregate Program amount is not disbursed until after two (2) years from the Closing Date, the Interest Component during such times as only interest is payable shall continue to be payable as provided in Section 5.2(a)(i) of the Loan Agreement. Thereafter the Loan Agreement Payments shall be payable as provided in Section 5.2(a)(ii) with the Loan Agreement Principal Amount amortized at the interest rate specified in Exhibit “B” hereto for a total of twenty (20) years from the date of the first principal payment. In such latter event a revised Final Loan Agreement Payment Schedule shall be approved by an Authorized Officer of the Governmental Unit and an Authorized Officer of the Finance Authority.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Disbursement, as described in the Loan Agreement.

“Finance Authority” means the New Mexico Finance Authority.

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

“Governmental Unit” means the City of Deming, Luna County, New Mexico.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System.

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

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, from the date of each disbursement.

“Loan” or “Loan Amount” means the funds to be loaned by the Finance Authority to the Governmental Unit pursuant to the Loan Agreement, including funds repayable to the Finance Authority by the Governmental Unit and also including funds not repayable to the Finance Authority in accordance with the subsidization provisions of the Loan Agreement.

“Loan Agreement” means the loan and subsidy agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance

Authority, and any amendments or supplements thereto, including the exhibits attached to the Loan Agreement.

“Loan Agreement Payment” means, collectively, all payments due under the Loan Agreement including principal, interest, and Expenses to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement as shown on the Final Loan Agreement Payment Schedule.

“Loan Agreement Principal Amount” means, as of any date of calculation, the Aggregate Repayable Disbursements, (including the Expense Fund Component), up to the Maximum Aggregate Repayable Amount.

“Maximum Aggregate Forgiven Amount” means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to fifty percent (50%) of the Maximum Principal Amount. The Maximum Aggregate Forgiven Amount, assuming disbursement of all funds available to the Governmental Unit under the Loan Agreement, is one million two hundred six thousand one hundred forty-two dollars (\$1,206,142).

“Maximum Aggregate Repayable Amount” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Aggregate Forgiven Amount. The Maximum Aggregate Repayable Amount, assuming disbursement of all funds available to the Governmental Unit under the Loan Agreement, is one million two hundred six thousand one hundred forty-two dollars (\$1,206,142).

“Maximum Principal Amount” means two million four hundred twelve thousand two hundred eighty-four dollars (\$2,412,284).

“Net Revenues” means the Gross Revenues minus the Operation and Maintenance Expenses of the System, approved indirect charges, any capital replacements and repairs of the System and the required set asides for debt and replacement requirements.

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

“Operating Agreement” means the operating agreement entered into between the State and the Environmental Protection Agency, Region 6, for the Drinking Water State Revolving Loan Fund program.

“Operation and Maintenance Expenses” means all reasonable and necessary expenses for operating, maintaining, and repairing the System, paid or accrued.

“Ordinance” means this Ordinance No. 1237 adopted by the Governing Body of the Governmental Unit on August 12, 2013, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet

and the Final Loan Agreement Payment Schedule, as supplemented from time to time in accordance with the provisions hereof.

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

“Pledged Revenues” means the Net Revenues of the System of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Ordinance, each as defined in the Loan Agreement and described in the Term Sheet.

“Project” means the project described in the Term Sheet.

“Senior Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by the Loan Agreement, including any such obligations shown on the Term Sheet.

“State” means the State of New Mexico.

“Subsidy” means the additional subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each disbursement of moneys to the Governmental Unit, being fifty percent (50%) of such disbursements.

“Subordinated Obligations” means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by the Loan Agreement and subordinate to any other outstanding Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

“System” means the public utility designated as the Governmental Unit’s water system, and all improvements or additions thereto, including additions and improvements to be acquired, constructed or installed with the proceeds of the Loan Agreement.

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

“Utility Revenue Bonds” means any bonds and other similar indebtedness payable solely or primarily from the Pledged Revenues, including the Loan Agreement, the Senior Obligations, the Parity Obligations and the Subordinated Obligations.

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

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

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

A. The Project is needed to meet the needs of the Governmental Unit and the public it serves, and the issuance and delivery of the Loan Agreement in the Maximum Principal Amount is necessary or advisable.

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

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

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

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

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

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

H. The net effective interest rate on the Maximum Aggregate Repayable Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by three-quarters of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a

maximum principal amount of one million two hundred six thousand one hundred forty-two dollars (\$1,206,142) and interest thereon, and to accept a loan subsidy in the maximum amount of one million two hundred six thousand one hundred forty-two dollars (\$1,206,142) and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan and Subsidy (i) to finance the acquisition, installation, equipping and construction of the Project and (ii) to pay the costs of issuance of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of two million four hundred twelve thousand two hundred eighty-four dollars (\$2,412,284). The Loan Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the final Loan Agreement Payment Schedule, at the rates designated in the Loan Agreement, including Exhibit "A" thereto, which rates include the Administrative Fee.

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

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

or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of Acquisition and Construction of the Project.

A. Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the Finance Authority as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement).

Until the Completion Date or the date of the Final Disbursement, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of acquiring and constructing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Construction of the Project. The Governmental Unit will acquire, install, construct and complete the Project with all due diligence.

C. Completion of Acquisition and Construction of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that the acquisition, installation and construction of and payment for the Project have been completed.

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

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

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority in an amount sufficient to pay principal, interest, Administrative Fees and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, interest and Administrative

Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9(C) of this Ordinance.

C. Use of Surplus Revenues. After making all the payments required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall, at the request of the Governmental Unit be, (1) credited against upcoming Loan Agreement Payments or (2) be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a lien on the Pledged Revenues and security interest therein, for the payment of the principal, Administrative Fees, interest, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the written approval of the Finance Authority.

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

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

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

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

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

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

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

*[Remainder of page intentionally left blank.]*

*[Form of Summary of Ordinance for Publication.]*

City of Deming, New Mexico  
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 1237, duly adopted and approved by the Governing Body of the City of Deming, New Mexico (the "Governmental Unit"), on August 12, 2013. Complete copies of the Ordinance are available for public inspection during normal and regular business hours in the office of the Administrator/Treasurer, 309 South Gold Avenue, Deming, New Mexico 88031.

The title of the Ordinance is:

CITY OF DEMING, NEW MEXICO  
ORDINANCE NO. 1237

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF DEMING, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN \$1,206,142 TOGETHER WITH INTEREST, COSTS OF ISSUANCE AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN \$1,206,142 FOR THE PURPOSE OF FINANCING THE COSTS OF THE REPLACEMENT OF INACCURATE WATER METERS THROUGHOUT THE GOVERNMENTAL UNIT'S WATER SUPPLY SYSTEM WITH AUTOMATIC READ WATER METERS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; SETTING A MAXIMUM INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

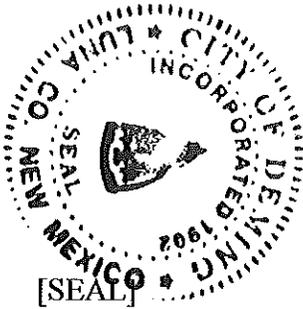
The title sets forth a general summary of the subject matter contained in the Ordinance.

This notice constitutes compliance with NMSA 1978, § 6-14-6.

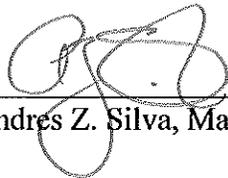
*[End of Form of Summary for Publication.]*

Section 18. Execution of Agreements. The City of Deming through its Governing Body agrees to authorize and execute all such agreements with the New Mexico Finance Authority as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and this Ordinance.

PASSED, APPROVED AND ADOPTED THIS 12<sup>TH</sup> DAY OF AUGUST, 2013.



CITY OF DEMING, NEW MEXICO

By  \_\_\_\_\_  
Andres Z. Silva, Mayor

ATTEST:

By  \_\_\_\_\_  
Richard F. McInturff, Administrator/Treasurer

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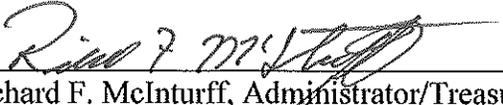


[SEAL]

CITY OF DEMING, NEW MEXICO

By   
Andres Z. Silva, Mayor

ATTEST:

By   
Richard F. McInturff, Administrator/Treasurer

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

I, Richard F. McInturff, the duly appointed, qualified, and acting Administrator/Treasurer of the City of Deming, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Council (the "Governing Body"), constituting the governing body of the Governmental Unit, had and taken at a duly called regular meeting held in the City Council Chambers in the John Strand Municipal Building located at 309 South Gold Avenue, Deming, New Mexico, on August 12, 2013, at the hour of 6:00 p.m., insofar as the same relate to the adoption of the Ordinance and the execution and delivery of the proposed Loan Agreement, copies of which are set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, §§ 10-15-1 through 10-15-4, as amended, including, the Governing Body's open meetings Resolution No. 13-04 presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 20<sup>th</sup> day of September, 2013.

CITY OF DEMING, NEW MEXICO

By *Richard F. McInturff*  
Richard F. McInturff, Administrator/Treasurer



**RESOLUTION NO. 13-37**

**TO APPROVE A CERTAIN AGREEMENT BETWEEN THE CITY OF DEMING AND  
THE SOUTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS, DATED  
AUGUST 12, 2013, AND AUTHORIZING THE EXECUTIVE OF SAME BY THE  
PROPER OFFICIAL OF THE CITY OF DEMING**

WHEREAS, the City of Deming is a member of and desires to have the services of the Southwest New Mexico Council of Governments; and

WHEREAS, it is necessary that an agreement setting forth the services to be performed by the Southwest New Mexico Council of Governments for the City of Deming be entered into and it is a requirement of the New Mexico State Laws; and

WHEREAS, it is necessary to set forth the sum to be paid by the City of Deming to the Southwest New Mexico Council of Governments, as annual dues, for said services; and

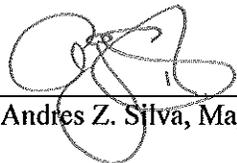
WHEREAS, it is the desire of the City of Deming to accomplish these purposes:

NOW THEREFORE BE IT RESOLVED BY THE CITY OF DEMING THAT:

1. The AGREEMENT referred to in the caption of this Resolution (a copy of which is attached hereto and made a part hereof) expresses the desires and intent of the City of Deming.
2. The AGREEMENT set above is hereby approved by the authorized representatives of the City of Deming and is hereby authorized and instructed to affix their signature thereto.
3. A Certified copy of this Resolution (together with the Agreement) shall be filed at the Southwest New Mexico Council of Governments.

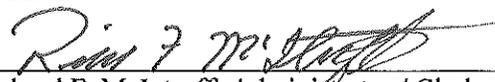
**PASSED, ADOPTED AND APPROVED this 12<sup>th</sup> day of August 2013.**

**CITY OF DEMING, NEW MEXICO**



\_\_\_\_\_  
Andres Z. Silva, Mayor

ATTEST:

  
\_\_\_\_\_  
Richard F. McInturff, Administrator / Clerk