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CITY COUNCIL MEETING

October 12, 2015

6:00 P.M.

AGENDA

Call to Order/Pledge of Allegiance

1. Consent Agenda

- A. Minutes – City Council Regular Meeting 09/14/15
- B. Minutes –Parks Commission Meeting 09/08/15 (*Meeting Cancelled*)
- C. Minutes –Planning & Zoning Commission Meeting 09/21/15
 - a. Recommendation to approve the request for an alternate subdivision lot split at the corner of Santa Monica and Dona Ana Road. (*To be presented later in meeting as Quasi-Judicial Public Hearing*)
 - b. Recommendation to approve the request for a subdivision an approximately 2-acre parcel of land into 3 lots at the corner of Country Club Road and E. Birch Street(*To be presented later in meeting as Quasi-Judicial Public Hearing*)
 - c. Recommendation to deny the variance request for side setback for a carport at 2012 S. Bryant Street (*To be presented later in meeting as Quasi-Judicial Public Hearing*)
- D. Out-of-State Travel Request for Vicki Engle/HR to travel to Memphis, Tennessee to attend the 2016 National Public Employers Labor Relations Annual (NPELRA) Training Conference April 16-21, 2016.
- E. Out-of-State Travel Request for D.J. Ritchlin to travel to Spring Valley, Nevada from November 17-19, 2015 for natural Gas Maintenance Training.
- F. Out-of-State Travel Request for Matthew Rudiger to travel to Scottsdale, Arizona to attend the Advanced Forensic Interviewing Training November 3-5, 2015.
- G. Mayor's Appointment of Board Member to Deming Luna County Commission and Aging, Inc.

2. Public Forum

3. Approval of Proclamation Declaring Pro Bono Week 2015

4. Approval of Proclamation Declaring The Friends of the Community Candy Drop Day

5. Approval/Denial of Waiver of Arena Fees for Mimbres Valley Junior Rodeos

6. Presentation by Steve Westenhofer, CEO of Mimbres Memorial Hospital

7. Approval/Denial of a Resolution Authorizing the Execution and Delivery of a Colonias Infrastructure Project Fund Loan/Grant Agreement No. 3346-CIF

8. Approval/Denial of a Resolution Authorizing the Execution and Delivery of a Colonias Infrastructure Project Fund Loan/Grant Agreement No. 3347-CIF
9. Opening of Quasi-Judicial Public Hearings
 - a. Quasi-Judicial Public Hearing to Consider an Alternate Subdivision for a Lot Split land located at the corner of Santa Monica and Dona Ana Road
 - b. Quasi-Judicial Public Hearing to Consider a Subdivision to Divide an Approximate 2-acre Parcel of Land into 3 Lots Located at Country Club Road and Birch Street
 - c. Quasi-Judicial Public Hearing to Consider a Variance Request for Side Setback for a Carport at the Property Located at 2012 S. Bryant Street.
10. Administrator's Report
11. Closed Session to Discuss Limited Personnel Matters and the Purchase, Acquisition or Disposal of Real Property pursuant to NMSA 10-15-1(H)(2)(8) of the Open Meetings Act.
12. Adjourn Meeting

The next regular City Council Meeting is scheduled for November 9, 2015 at 6:00 p.m.

CITY COUNCIL MEETING MINUTES October 12, 2015

Council Present: Benny L. Jasso, Mayor
David L. Sanchez, Councilor
Roxana Rincon, Councilor

Joe “Butter” Milo, Mayor Pro Tem
Dr. Victor Cruz, Councilor

Council/Staff Absent: None

Staff Present: Aaron Sera, City Administrator
Jim Massengill, Public Works Director
Wesley Hooper, Community Svcs. Dir.
Laura Holguin, Treasurer
Jim Foy, City Attorney

Raul Mercado, Fire Chief
Gina Gentile, City Planner
Brandon Gigante, Police Chief

Recording Secretary: Mary Corral, Receptionist

Mayor Jasso called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

1. Consent Agenda

Mr. Sera called attention to Item C. Minutes—Planning and Zoning Commission Meeting, and noted that sub-items a., b., and c. are three recommendations that will be discussed later in the meeting as Quasi-judicial public hearings. He went on to mention Item D.-Out-of-State travel request for Vicki Engle, to attend a conference that she can apply to her continuing education requirements for her certification. Item E.-Out-of-State travel request for DJ Ritchlin to attend Natural Gas Maintenance Training. He mentioned that this training was previously approved by Council; however, the class was cancelled and rescheduled to this new date. Mr. Sera went on to note item G. Mayor’s Appointment of Board Member to Deming Luna County Commission on Aging, Inc. He noted that Rosa Perez is the Mayor’s appointment for this position.

Mayor Jasso asked if there were any questions from Council regarding the Consent Agenda.

Mayor Pro Tem Milo asked about the natural gas maintenance, but stated he would look at department reports for more information.

Mayor Pro Tem Milo moved to approve the Consent Agenda, as presented. Councilor Sanchez seconded the motion; motion carried unanimously.

2. Public Forum

Comments were made by the following person:

- Pastor Young, Las Vegas
- Larry Caldwell, 711 N. Zinc

- o Laurie Finley, MainStreet Executive Director

3. Approval of Proclamation Declaring Pro Bono Week 2015

Mayor Jasso presented this proclamation to Council and read it into record.

Councilor Sanchez moved to ratify the proclamation declaring Pro Bono Week 2015, as presented. Councilor Rincon seconded the motion; motion carried unanimously.

4. Approval of Proclamation Declaring the Friends of the Community Candy Drop Day

Mayor Jasso presented this proclamation to Council and read it into record.

Councilor Rincon moved to ratify the proclamation declaring the Friends of the Community Candy Drop Day. Mayor Pro Tem Milo seconded the motion; motion carried unanimously.

Chief Gigante stated that he and the Police Department are excited about this event. He stated that it will be an annual community picnic. Chief Gigante stated that heard about the organizer of the original event, Richard Weaver, in Las Cruces.

Richard Weaver spoke to Mayor and Council. He stated that this is the ninth year he has had the event and it just keeps growing. He noted that this event is an opportunity for kids to see the law enforcement interacting with them in a positive way. Mr. Weaver also noted that there will be a separate candy drop for kids with special needs.

5. Approval/Denial of Waiver of Arena Fees for Mimbres Valley Junior Rodeos

Mr. Sera presented this request to Mayor and Council. He referred to a letter from Megan Albrecht, representative for the Mimbres Valley Junior Rodeo, in which they are asking that the City of Deming waive the arena fees for six different junior rodeos they would like to have in Deming. Mr. Sera stated that the organization would like to put all proceeds back into the prizes for the rodeos. Mr. Sera asked if Mr. Hooper would like to comment on the request. Mr. Hooper stated that the organization came to him to see what he could do. Mr. Hooper referred them to the City Administrator for the arena fee request; he has donated the cattle to the rodeo organization. Mr. Hooper went on to say that there will be six rodeos, but running three different weekends beginning in November through January. He stated that it's been a while that a rodeo event like this has taken place in Deming for local kids to participate in. Mr. Hooper stated that this would be a good event to sponsor, since there are several kids in the area interested in participating in the event. Mr. Sera concurred with Mr. Hooper and stated that this would be a good event for kids in the area. Mr. Sera also stated that the last rodeo held earlier this month was well attended.

Mayor Pro Tem Milo asked who provides security for the rodeos. Mr. Hooper stated that at events like this, in the past they've never had security due to no alcohol being sold.

Councilor Sanchez asked if there is a cleaning fee involved in the rental of the arena. Mr. Hooper stated that on the application there is a \$75.00 fee per that's always charged, but it

does state that they must pick up their trash. Councilor Sanchez asked if the fee is refundable. Mr. Hooper stated that it is not refundable.

Councilor Sanchez moved that the request to approve the waiver of arena fees for Mimbres Valley Junior Rodeos, as presented. Councilor Rincon seconded the motion; motion carried unanimously.

6. Presentation by Steve Westenhofer, CEO of Mimbres Memorial Hospital

Mr. Westenhofer was not present to deliver his presentation

Mayor Pro Tem Milo moved to table the presentation by Mr. Westenhofer. Councilor Sanchez seconded the motion; motion carried unanimously.

7. Approval/Denial of a Resolution Authorizing the Execution and Delivery of a Colonias Infrastructure Project Fund Loan/Grant Agreement No. 3346-CIF

Mr. Massengill presented this resolution to Mayor and Council. He stated that the resolution goes along with the grant agreement for the third phase of the Old Deming Landfill; to cover up east third of the landfill and putting in drainage structures including a pond, swales, etc. Mr. Massengill noted that this loan/grant will fund the design and construction of that phase. He noted that the Colonias Infrastructure Board has awarded the City with a grant in the amount of \$439,024, a loan in the amount of \$48,781 with a match from the City at \$48,781.

Mr. Massengill stated from the resolution that the total amount of the loan/grant is \$487,805. Mr. Massengill noted that this is for the closure, design and construction of storm water management improvement at the Old Deming Landfill.

Mayor Pro Tem Milo asked if this will complete the requirements to close the landfill. Mr. Massengill stated that the plan is that this will complete the requirements of the State Environment Department to officially close the Old Landfill.

Councilor Sanchez moved to approve the resolution authorizing the execution and delivery of a Colonias Infrastructure Project Fund Loan/Grant Agreement No. 3346-CIF, as presented. Councilor Rincon Seconded the motion; motion carried unanimously.

8. Approval/Denial of a Resolution Authorizing the Execution and Delivery of a Colonias Infrastructure Project Fund Loan/Grant Agreement No. 3347-CIF

Mr. Massengill presented this resolution to Mayor and Council. He stated that this is the second project the Colonias Infrastructure Board has awarded the City of Deming. This loan/grant is for the work that will be going on around Buckeye and Iron Streets and Nickel Street to include drainage improvements, road improvements and relocation of a water line. Mr. Massengill stated that this loan/grant is for a total of \$697,777. He went on to say that the grant portion is \$627,999, the loan is \$69,778 and the City match is \$69,778. Mr. Massengill stated that these funds will be combined with the CDBG grant agreement funds to include work in Iron Street from Florida to Buckeye Streets; and to also include some work on Copper

Street onto Buckeye Street, towards Granite Street. He stated that the City is hoping to get some work done on Nickel Street, as well.

Mr. Massengill read the pertinent parts of the resolution to include the total amount of the loan/grant of \$697,777 for the design and construction of drainage improvements to include Nickel Street, Buckeye Street, and Iron Streets. He went on to say that the project would also include a detention/retention pond. Mr. Massengill stated from the resolution that this grant/loan agreement would certify, that together with other funds available to the borrower/grantee, is sufficient to complete the project; approving the form of and other details concerning the loan/grant agreement and the intercept agreement; ratifying actions heretofore taken; and authorizing the taking of other actions in connection with the execution and delivery of the loan/grant agreement and the intercept agreement. Mr. Massengill asked if Council had any questions for him.

Councilor Sanchez asked where the detention pond would be located. Mr. Massengill stated that it would be located on Iron Street near the existing detention pond. He noted that the engineer has just started on the plans and it is not certain exactly where the pond will be. However this general location was presented in the application for the loan/grant.

Mayor Jasso asked if there were any more questions. There were none. He then entertained a motion from Council.

Mayor Pro Tem Milo moved to approve the resolution authorizing the execution and delivery of a Colonias Infrastructure Project Fund Loan/Grant Agreement No. 3347-CIF, as presented. Councilor Sanchez seconded the motion; motion carried unanimously.

9. Opening of Quasi-Judicial Public

Mayor Jasso read the three (3) public hearings to be presented. They are as follows:

- a. Quasi-Judicial Public Hearing to Consider an Alternate Subdivision of a Lot Split land located at the corner of Santa Monica and Dona Ana Road
- b. Quasi-Judicial Public Hearing to Consider a Subdivision to Divide an Approximate 2-acre Parcel of Land into 3 lots located at Country Club Road and Birch Street
- c. Quasi-Judicial Public Hearing to Consider a Variance Request for Side Setback for a Carport at the Property Located at 2012 S. Bryant Street

He called all three Quasi-Judicial public hearings to order. He swore in all parties who were signed in to give testimony.

Mayor Jasso announced that the decision by the authority will be effective after the written order is executed and filed with both the Municipal and County Clerks. He went on to say that any action of the City Council in approving, conditionally approving or denying this application may be appealed to the District Court 15 calendar days after the date of this action by the applicant, any aggrieved person, by any member of the City Council or by the City Administrator.

The first hearing, an alternate subdivision of a lot split of land located at the corner of Santa

Monica and Dona Ana Road, was called to order. Mayor Jasso confirmed with Council that there were no abstentions, ex-parte contacts, no conflicts of interest and that the legal notices were properly posted by the secretary.

Ms. Gentile, City Planner, presented the case to Mayor and Council. She stated that this case is for an alternate subdivision for a lot split of one lot into two 100' X 150' lots. She went on to say that the land is located at the corner of Santa Monica and Dona Ana Road and that the lots all front on a public street with utilities being available. Ms. Gentile stated that staff has no technical objections to the request and that Council has the option of approval, denial or tabling the request.

Mayor Jasso asked if there were any questions of staff by any Council member.

Councilor Sanchez asked if Santa Monica is a paved street. Ms. Gentile stated that she believes it is paved.

Mayor Jasso asked if the applicant was present to make a statement. They were not present.

Mayor Jasso asked if any affect parties would like to speak. There was no response.

Mayor Jasso asked if any other persons would like to speak. There was no response.

With no other comments, Mayor Jasso closed the public comment session and brought the hearing back to the Council.

He asked if any Council member was prepared to make a motion or if they wanted to go into closed session under NMSA 1978 10-15-1-H (3).

Councilor Cruz moved to approve the Alternate Subdivision request for a lot split for the land located at the corner of Santa Monica and Dona Ana Road. Councilor Sanchez seconded the motion; motion carried unanimously by the following roll call vote:

ROLL CALL VOTE

Councilor Cruz	Aye
Councilor Sanchez	Aye
Mayor Pro Tem Milo	Aye
Councilor Rincon	Aye

The second hearing, request for an subdivision to divide an approximate 2-acre parcel of land into 3 lots located at Country Club Road and Birch Street, was called to order. Mayor Jasso confirmed with Council that there were no abstentions, ex-parte contacts, no conflicts of interest and that the legal notices were properly posted by the secretary.

Ms. Gentile, City Planner, presented this case to Mayor and Council. She stated that this case is for a subdivision to divide and approximately 2-acre parcel of land into three lots, located at Country Club Road and Birch Street. She went on to say that the land also fronts

on Yucca Drive to the west. Ms. Gentile stated that the lots all front on a public street and utilities are available. She stated that staff has no technical objection to the request and that Council's options are to approve, deny or table the request.

Mayor Jasso asked if there were any questions of staff by the Council.

Councilor Sanchez stated that he didn't have a question, but a comment. He proceeded to say that he would like to see that lot improved as has been vacant for the past 20-30 years. He did say it has been kept clear of weeds and he would like to continue to see it stay this way.

Mayor Jasso asked if the applicant was present to make a statement. They were not present.

Mayor Jasso asked if any affect parties would like to speak. There was no response.

Mayor Jasso asked if any other persons would like to speak. There was no response.

With no other comments, Mayor Jasso closed the public comment session and brought the hearing back to the Council.

He asked if any Council member was prepared to make a motion or if they wanted to go into closed session under NMSA 1978 10-15-1-H (3).

Councilor Cruz moved to approve the subdivision to divide an approximately 2-acre lot into 3 lots located at Country Club Road and Birch Street. Councilor Sanchez seconded the motion; motion carried unanimously by the following roll call vote:

ROLL CALL VOTE

Councilor Rincon	Aye
Councilor Sanchez	Aye
Mayor Pro Tem Milo	Aye
Councilor Cruz	Aye

The third hearing, to consider a variance request for side setback for a carport at the property located at 2012 S. Bryant Street, was called to order. Mayor Jasso confirmed with Council that there were no abstentions, ex-parte contacts, no conflicts of interest and that the legal notices were properly posted by the secretary.

Ms. Gentile, City Planner, presented the case to Mayor and Council. She stated that this case involves a request for a carport for the property owner's RV at the property located at 2012 S. Bryant Street. Ms. Gentile went on to say that the space he wishes to construct the carport in is 9ft. 9 in. from the property line to the edge of the exterior wall of the garage. Ms. Gentile stated that the applicant would also like to have the carport extend across the front of his existing garage to provide a carport structure for his truck as well. She noted that the planning commission objected to this large structure and RV being located so far forward and moved to have the applicant locate the structure into the backyard so as not to create the

obstruction as it was proposed. Ms. Gentile referred to the photos in the case packet and noted that the RV is tightly fitted into that space without a carport structure. She noted that one of the photo shows how far back the RV is going to extend, and that was the obstruction aspect that the Planning Commission was concerned about. Ms. Gentile stated that she kept asking for plans for the carport and the only plans provided were for a 12 ft. carport. She noted that the Planning Commission recommended denial of this case due to the crowding issues. Mr. Sera pointed out that in the third picture provided, it appears that there is room to move the RV forward, however the door to the RV could not be opened. Councilor Cruz asked if the main issue the Planning Commission objected to the carport was because of space. Ms. Gentile stated that crowded condition and the obstruction for the neighboring properties because this RV would remain in this position with a carport over it. Ms. Gentile stated that other concerns would be the applicant keeping the carport structure on their property, because not only do they only have 9 ft. 9 in. to construct the carport, she did not see them being able to contain it totally within their property.

Councilor Cruz stated that the only concern was that the applicant could not technically accomplish this, without invading onto the neighbor's property next door. Councilor Sanchez referenced the letters in the packet from the neighbors. Mr. Sera stated that the Planning and Zoning Committee noted that they would like to have the applicant consider alternatives to his plan for the carport.

Councilor Cruz asked about the approval of other similar cases in which a variance has been approved. Ms. Gentile stated that in the previous cases, the applicants provided more information regarding the site plan. She stated that in this case, the sight plan is not very clear and is difficult to picture without a site plan. Councilor Sanchez stated that with the close proximity of the RV to the homes, it would be a hazard in case of a fire. Councilor Cruz noted that the question for Council is not the matter of where the RV is parked, but the structure that is being proposed. Chief Mercado stated that there needs to be better plans for the carport structure in order to determine if it is going to be a hazard. Councilor Cruz agreed that there are issues with this case, but he wants to make sure this case is fair. Ms. Gentile stated that every variance is a case by case scenario, and she feels that a good option would be to table it at this time in order to get better plans.

Mayor Jasso asked if the applicant was present to make a statement. They were not present.

Mayor Jasso asked if any affect parties would like to speak. There was no response.

Mayor Jasso asked if any other persons would like to speak. Mr. Larry Caldwell, 711 N. Zinc, stated that he agrees with the Consent Agenda to deny the variance request for setback for a carport.

Mayor Jasso closed the public comment and bring it back to the Council.

He asked if any Council member was prepared to make a motion or if they wanted to go into closed session under NMSA 1978 10-15-1-H (3).

Councilor Cruz moved to table the variance request for setback for a carport at 2012 S. Bryant Street until more accurate information about the carport is furnished to the Council. Councilor Rincon seconded the motion, motion carried by the following roll call vote:

Councilor Cruz commented that he would like to clarify that the issue to consider is the carport structure not the issue of the RV being parked at the location. A brief discussion was entertained regarding this topic.

ROLL CALL VOTE

Councilor Rincon	Aye
Mayor Pro Tem Milo	Nay
Councilor Sanchez	Aye
Councilor Cruz	Aye

Mayor Jasso announced that the decision by the authority will be effective after the written order is executed and filed with both the Municipal and County Clerks. He went on to say that any action of the City Council in approving, conditionally approving, denying, or tabling any application may be appealed to the District Court 15 calendar days after the date of this action by the applicant, any aggrieved person, by any member of the City Council or by the City Administrator.

10. Administrator's Report

Mr. Sera gave his report and noted the following:

- He stated that one of the things has been looking at are the Monthly Reports provided in the Council Packets. He noted that the Engineering Report will be eliminated next month and the MVD report will be added. He noted that in the report the Deming office is being compared to the offices in Rio Ranch and Hobbs, which have 3 times the population of Deming. He noted the wait times for certain transactions, but overall the average wait time is 12 minutes for normal, ordinary transactions. He noted that overall the MVD is doing well, and noted that they are fully trained with the exception of one employee who is waiting to complete title inspection training.
- Wesley Hooper and Mary Mackey have been working hard with the new advertising agency on the print ad and getting onboard with the New Mexico True ad campaign. He passed out an example of a print ad that is being considered. Mr. Sera stated that the New Mexico True tourism campaign was spearheaded by Monique Jacobs of the State Tourism Office.

He spoke about the Social Host Ordinance. Mr. Sera stated that he, Chief Gigante and Ms. Gentile have looked it over, compared it to the City's ordinance, and state statute. They feel it is not quite ready to present to Council, at this time, as there are still many unanswered questions regarding the jurisdiction of the ordinance. Chief Gigante stated that the Social Host Ordinance was brought to him a few years ago, which model policies of a large city in California and another city he could not recall. Chief Gigante stated that he was told that the ordinance would be imposed as a civil penalty. He noted that the

City currently has a similar ordinance in place to address this issue, through the Parental Responsibility Ordinance. Chief Gigante went on to say that with the information he was given, he asked where would the penalty go; who would it be filed through? He stated that to this day, he has not gotten an answer. Chief Gigante then stated that he questioned what the enforcement side of this penalty would be.

Chief Gigante stated that with his limited knowledge of civil penalties, the cases would have to go through Magistrate or District Courts, which under civil cases there are filing fees and attorney fees involved. Mr. Sera interjected and stated that there are a lot of “holes” in the ordinance.

Chief Gigante noted that there are already State Statutes in place regarding buying, selling, or giving alcohol to minors and contributing to the delinquency of a minor. As far as the City is concerned we have both State Law and City Ordinance that the Police Department already follow to enforce this issue.

Mr. Sera stated that the City Planner stated that there may be some areas to make the language in the City ordinance stronger.

Councilor Cruz asked Chief Gigante to explain the process of what is done if the Police are called to an underage drinking party. He explained the process they follow and mentioned the fact that providing alcohol to a minor is a fourth-degree felony per State Law. Chief Gigante also reference a couple of instances in which a minors were caught drinking and were an adult purchased and provided alcohol to minors.

A discussion was entertained between Chief Gigante, Council, and staff regarding the procedures followed by the Police Department regarding minors being served alcohol.

- Mr. Sera mentioned that the Mills drainage project is near finished. It was delayed a few days due to the current rains.
- Mr. Sera stated the recent Landfill inspection went well and commended Mr. Massengill and his staff.
- Mr. Sera stated that he has seen a significant shift in the usage of the Transfer Station usage. He stated that it used to be 60% County residents, 40% City residents. It is now at about 50% -50%. He noted that they don't have enough data to make any assumption for that, but he did note that the Public Works Department has been educating residents about the hours and usage of the Transfer Station. Mr. Sera stated that the warning citations issued to all residents of problem neighborhoods have helped make residents aware of trash issues.
- A brief discussion was entertained between staff and Council regarding the roll-off dumpsters.
- A brief discussion was entertained between staff and Council regarding the CNG

conversion of certain City vehicles.

11. Closed Session to Discuss Limited Personnel Matters and the Purchase, Acquisition or Disposal of Real Property pursuant to NMSA 10-15-1(H)(2) & (8) of the Open Meetings Act.

Mayor Jasso entertained a motion to go into closed session.

Mayor Pro Tem Milo moved to go into closed session. Councilor Sanchez seconded the motion; motion carried by the following roll call vote:

ROLL CALL VOTE

Councilor Cruz	Aye
Councilor Sanchez	Aye
Mayor Pro Tem Milo	Aye
Councilor Rincon	Aye

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

Councilor Sanchez moved to go back into open session. Mayor Pro Tem Milo seconded the motion; motion carried by the following roll call vote:

ROLL CALL VOTE

Councilor Cruz	Aye
Councilor Sanchez	Aye
Mayor Pro Tem Milo	Aye
Councilor Rincon	Aye

Mayor Jasso stated for the record that only the items mentioned in the motion to go into closed session were discussed and that no items were moved upon during the closed session.

12. Adjourn Meeting

With no further business to discuss, Mayor Pro Tem Milo moved to adjourn the meeting. Councilor Sanchez seconded the motion; motion carried unanimously. Meeting adjourned at 8:06 p.m.




Aaron Sera, Clerk

CITY OF DEMING, NEW MEXICO


Benny L. Jasso, Mayor



PROCLAMATION PRO BONO WEEK 2015

WHEREAS, one in every four of the 1,750,988 New Mexicans live in poverty and experience legal problems, with the majority of these civil problems being family law issues (divorce, child support/custody, abuse) consumer issues (creditor harassment, utility non-payment, bankruptcy issues), health issues (Medicaid, government insurance, nursing home), employment issues (unemployment benefits, pension, lost job), and housing issues (unsatisfactory repairs, foreclosure, eviction, poor living conditions); and

WHEREAS each year the low-income citizens of Deming lack access to legal assistance for their legal problems that are often critical to their safety and independence, forcing them to resolve complex legal problems on their own; and

WHEREAS, the need for legal aid in New Mexico is dire, funding for low-income New Mexicans who need civil legal assistance has not yet been met, with the consequences being a lack of access to justice which is devastating for the poor and which weakens our democratic society as a whole; and

WHEREAS, although 72% of the members of the legal community in the Sixth Judicial District donated their time and talents in free legal services each year, a huge unmet need for legal assistance remains for the disadvantaged in our area; and

WHEREAS, sponsored by the Access to Justice Commission and the American Bar Association with support from local pro bono committees statewide, Pro Bono Week 2015, on October 25-31, 2015, will educate the public about the extensive work New Mexico lawyers are doing by donating their time to improve the lives of vulnerable members of our community, and will encourage more individuals in the legal community to get involved in pro bono work and financially support the legal aid system; and

WHEREAS, Pro Bono Week 2015 will feature legal clinics throughout the State, assisting New Mexicans who greatly need legal assistance but cannot afford to pay for that help, and will also feature recognition events throughout the State of New Mexico honoring lawyers and judges for making a difference in New Mexico:

NOW, THEREFORE, I, Benny L. Jasso, Mayor of the City of Deming, do hereby proclaim October 25-31, 2015 to be PRO BONO WEEK, and urge all residents to recognize the contributions of our legal community helping those most in need.

Done this 12th day of October, 2015, in the City of Deming, New Mexico.



Attest


Aaron Sera, Clerk


Benny L. Jasso, Mayor

Proclamation

The Friends of the Community Candy Drop Day

WHEREAS, Richard Weaver, owner of Weaver's Welding wanted an event to bring young people and authority figures together in a friendly, non-threatening atmosphere, and

WHEREAS, he and many friends of the community sponsored the first Great Pumpkin Candy Drop in 2006.

WHEREAS, he formed Friends of the Community a (501)(c)(3) organization, and

WHEREAS, he solicited donations of cash and/or candy and invited kids, young and old, and,

WHEREAS, he also invited the Deming Police Department, Deming Fire Department, Luna County Sheriff's Posse, public officials, everyone who represents authority; and

WHEREAS, he has grown the Candy Drop to include music, events, and booths which are open to the public, and any vendors in attendance must provide their goods and services free of charge.

NOW THEREFORE, I, Benny L. Jasso, Mayor and City Council of the City of Deming, do hereby proclaim Sunday, October 18, 2015 as:

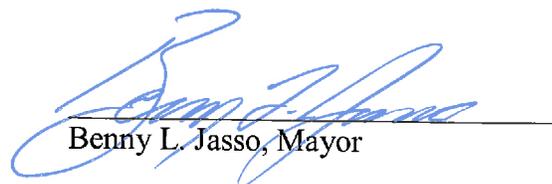
"THE FRIENDS OF THE COMMUNITY CANDY DROP DAY"

and encourage everyone to support Friends of the Community and help them provide a safe, fun event for young people.

Done this 12th day of October, 2015 in the City of Deming, New Mexico.




Aaron Sera, Clerk


Benny L. Jasso, Mayor

CITY OF DEMING, LUNA COUNTY, NEW MEXICO
RESOLUTION NO. 15-33

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND AMONG THE NEW MEXICO COLONIAS INFRASTRUCTURE BOARD ("CIB") AND THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY," AND COLLECTIVELY WITH THE CIB, THE "LENDERS/GRANTORS") AND THE CITY OF DEMING (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF FOUR HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED FIVE DOLLARS (\$487,805), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE DESIGN AND CONSTRUCTION TO ASSIST IN OFFSETTING THE COSTS TO PREPARE THE FINAL CLOSURE VERIFICATION FOR PART C (EASTERN PORTION LANDFILL), WHICH INCLUDES DESIGN OF STORM WATER MANAGEMENT IMPROVEMENTS TO ACCOMMODATE CURRENT NMED SOLID WASTE BUREAU REGULATIONS AND FINAL WASTE LIMITS ASSOCIATED WITH THE OLD SOLID WASTE LANDFILL, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR ACCEPTANCE OF A GRANT AMOUNT OF FOUR HUNDRED THIRTY-NINE THOUSAND TWENTY-FOUR DOLLARS (\$439,024) AND PAYMENT OF THE LOAN AMOUNT OF FORTY-EIGHT THOUSAND SEVEN HUNDRED EIGHTY-ONE DOLLARS (\$48,781) SOLELY FROM THE NET SYSTEM REVENUES OF THE SOLID WASTE SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles and not defined in the preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

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

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created

pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1, through 6-21-31, as amended, (the "Finance Authority Act"); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

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

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

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee to enter into an Agreement with the Lenders/Grantors to borrow forty-eight thousand seven hundred eighty-one dollars (\$48,781) from the Lenders/Grantors and to accept a grant in the amount of four hundred thirty-nine thousand twenty-four dollars (\$439,024) from the Lenders/Grantors to finance the costs of the Project, this project being more particularly described in the Term Sheet; and

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

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

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

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

WHEREAS, the Governing Body hereby determines that (i) the Local Match is now available to the Borrower/Grantee to complete the Project; or (ii) that the Governing Body will take such steps as are necessary to obtain the Local Match within six (6) months after the Closing Date; and

WHEREAS, the Borrower/Grantee acknowledges that, in the event that it is unable to provide the Local Match within six (6) months after the Closing Date, the Loan/Grant Agreement shall, at the option of the CIB and the Finance Authority, terminate and be of no further force or effect; and

WHEREAS, the Borrower/Grantee has met the requirements of Executive Order 2013-006 and has or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the Finance Authority and the CIB; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DEMING, LUNA COUNTY, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in the foregoing preambles, if not defined in this Section 1, shall have the same meaning as stated in the preambles, unless the context clearly requires otherwise. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined): “Agreement” or “Loan/Grant Agreement” means the Loan/Grant Agreement and any amendments or supplements thereto, including the exhibits attached thereto.

“Authorized Officers” means, any one or more of the Mayor, Mayor Pro Tem, Treasurer and Administrator/Clerk thereof.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonia of the City of Deming.

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

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

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

“Eligible Architectural, Engineering and Construction Management Fees” means the fees and costs associated with the architectural, engineering and construction project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those

directly associated with the Project, in an amount up to twelve percent (12%) of the Loan/Grant Amount.

“Eligible Fees for Other Professional Services” means the fees and costs incurred for other professional services necessary to the completion of the Project including, but not limited to, services provided by accounting and auditing firms, hydrologists and surveyors. Such fees may not exceed five percent (5%) of the Loan/Grant Amount.

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

“Eligible Items” has the meaning given to that term in the Loan/Grant Agreement.

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

“Expenses” means the costs of the Lenders/Grantors of originating and administering the Loan/Grant, and includes Borrower/Grantee’s Eligible Architectural, Engineering and Construction Management Fees, Eligible Fees for Other Professional Services, Eligible Legal Costs and Eligible Fiscal Agent Fees to the extent allowed under the Act, the Rules, other applicable statutes and rules, and applicable Policies.

“Finance Authority” means the New Mexico Finance Authority.

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

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

“Governing Body” means the City Council of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals four hundred thirty-nine thousand twenty-four dollars (\$439,024).

“Gross Revenues” means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System for any particular Fiscal Year or period to which term is applicable.

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

“Lenders/Grantors” means the CIB and the Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals forty-eight thousand seven hundred eighty-one dollars (\$48,781).

“Loan/Grant” or “Loan/Grant Amount” means the amount provided to the Borrower/Grantee as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Agreement for the purpose of funding the Project. The value of the Loan/Grant equals four hundred eighty-seven thousand eight hundred five dollars (\$487,805).

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is forty-eight thousand seven hundred eighty-one dollars (\$48,781).

“Net System Revenues” means the Gross Revenues of the solid waste utility system owned and operated by the Borrower/Grantee minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacement and repairs, required set asides for debt and replacement requirements, and any other payments from the Gross Revenues reasonably required for operation of the solid waste utility system for any particular Fiscal Year or period to which such term is applicable.

“NMAC” means the New Mexico Administrative Code.

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

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System.

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

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

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

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

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

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

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

“Resolution” means this Resolution as it may be supplemented or amended from time to time, pursuant to Section 12.

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

“State” means the State of New Mexico.

“System” means the solid waste utility system operated pursuant to Deming City Code of Ordinances, Title 9, Chapter 1 of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

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

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed.

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

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the constituent public the Borrower/Grantee serves.

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

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

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

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

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

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

G. The Borrower/Grantee has or will acquire title to or easements or rights of way on the real property upon which the Project is being constructed or located prior to the disbursement of any portion of the Loan/Grant Amount for use for construction.

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

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project,

it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of four hundred thirty-nine thousand twenty-four dollars (\$439,024) and borrowing the Loan Amount of forty-eight thousand seven hundred eighty-one dollars (\$48,781) to be utilized solely for the purpose of completing the Project and paying Expenses, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project and to pay Expenses.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of four hundred thirty-nine thousand twenty-four dollars (\$439,024) and the Loan shall be in the amount of forty-eight thousand seven hundred eighty-one dollars (\$48,781). Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

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

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

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

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

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

C. CIB and Finance Authority Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein and in particular

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

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

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount, which lien shall be subordinate to any lien on the Pledged Revenues existing on the Closing Date and, further, shall be subordinate to all other indebtedness secured or that may in the future be secured by the Pledged Revenues, except, however, that the lien shall be on parity with any other lien, present or future, for the repayment of any other loan provided to the Borrower/Grantee by the Lenders/Grantors pursuant to the Colonias Infrastructure Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-10, as amended.

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

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

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

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

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

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

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

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

CITY OF DEMING, LUNA COUNTY, NEW MEXICO
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 15-33, duly adopted and approved by the City Council of City of Deming on October 12, 2015. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Administrator/Clerk, located at 309 South Gold Avenue, Deming, New Mexico 88030.

The title of the Resolution is:

CITY OF DEMING, LUNA COUNTY, NEW MEXICO
RESOLUTION NO. 15-33

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND AMONG THE NEW MEXICO COLONIAS INFRASTRUCTURE BOARD ("CIB") AND THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY," AND COLLECTIVELY WITH THE CIB, THE "LENDERS/GRANTORS") AND THE CITY OF DEMING (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF FOUR HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED FIVE DOLLARS (\$487,805), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE DESIGN AND CONSTRUCTION TO ASSIST IN OFFSETTING THE COSTS TO PREPARE THE FINAL CLOSURE VERIFICATION FOR PART C (EASTERN PORTION LANDFILL), WHICH INCLUDES DESIGN OF STORM WATER MANAGEMENT IMPROVEMENTS TO ACCOMMODATE CURRENT NMED SOLID WASTE BUREAU REGULATIONS AND FINAL WASTE LIMITS ASSOCIATED WITH THE OLD SOLID WASTE LANDFILL, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR ACCEPTANCE OF A GRANT AMOUNT OF FOUR HUNDRED THIRTY-NINE THOUSAND TWENTY-FOUR DOLLARS (\$439,024) AND PAYMENT OF THE LOAN AMOUNT OF FORTY-EIGHT THOUSAND SEVEN HUNDRED EIGHTY-ONE DOLLARS (\$48,781) SOLELY FROM THE NET SYSTEM REVENUES OF THE SOLID WASTE SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE

TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION
AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

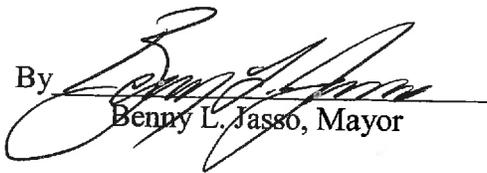
A general summary of the subject matter of the Resolution is contained in its title.
This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 12TH DAY OF OCTOBER, 2015.



CITY OF DEMING,
LUNA COUNTY, NEW MEXICO

By 
Benny L. Jasso, Mayor


Aaron Sera, Administrator/Clerk



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CITY OF DEMING, LUNA COUNTY, NEW MEXICO
RESOLUTION NO. 15-34

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT AND AN INTERCEPT AGREEMENT BY AND AMONG THE NEW MEXICO COLONIAS INFRASTRUCTURE BOARD ("CIB") AND THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY," AND COLLECTIVELY WITH THE CIB, THE "LENDERS/GRANTORS") AND THE CITY OF DEMING (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF SIX HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS (\$697,777), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE DESIGN AND CONSTRUCTION OF DRAINAGE IMPROVEMENTS TO INCLUDE NICKEL STREET, BUCKEYE AND IRON STREETS, AND A DETENTION/RETENTION POND, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR ACCEPTANCE OF A GRANT AMOUNT OF SIX HUNDRED TWENTY-SEVEN THOUSAND NINE HUNDRED NINETY-NINE DOLLARS (\$627,999) AND PAYMENT OF THE LOAN AMOUNT OF SIXTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-EIGHT DOLLARS (\$69,778) SOLELY FROM THE REVENUES OF THE THIRD ONE-EIGHTH OF ONE PERCENT (.125%) INCREMENT OF THE BORROWER/GRANTEE'S MUNICIPAL GROSS RECEIPTS TAX ENACTED PURSUANT TO NMSA 1978, § 7-19D-9, AS AMENDED, AND DISTRIBUTED TO THE BORROWER/GRANTEE PURSUANT TO NMSA 1978, § 7-1-6.15(F), AS AMENDED; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT AND THE INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT AND THE INTERCEPT AGREEMENT.

Capitalized terms used in the following preambles and not defined in the preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

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

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created

pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1, through 6-21-31, as amended, (the "Finance Authority Act"); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

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

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

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee to enter into the Agreement and the Intercept Agreement with the Lenders/Grantors to borrow sixty-nine thousand seven hundred seventy-eight dollars (\$69,778) from the Lenders/Grantors and to accept a grant in the amount of six hundred twenty-seven thousand nine hundred ninety-nine dollars (\$627,999) from the Lenders/Grantors to finance the costs of the Project, this project being more particularly described in the Term Sheet; and

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

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

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

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

WHEREAS, the Governing Body hereby determines that (i) the Local Match is now available to the Borrower/Grantee to complete the Project; or (ii) that the Governing Body will

take such steps as are necessary to obtain the Local Match within six (6) months after the Closing Date; and

WHEREAS, the Borrower/Grantee acknowledges that, in the event that it is unable to provide the Local Match within six (6) months after the Closing Date, the Loan/Grant Agreement shall, at the option of the CIB and the Finance Authority, terminate and be of no further force or effect; and

WHEREAS, the Borrower/Grantee has met the requirements of Executive Order 2013-006 and has or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the Finance Authority and the CIB; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DEMING, LUNA COUNTY, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in the foregoing preambles, if not defined in this Section 1, shall have the same meaning as stated in the preambles, unless the context clearly requires otherwise. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined): "Agreement" or "Loan/Grant Agreement" means the Loan/Grant Agreement and any amendments or supplements thereto, including the exhibits attached thereto.

"Authorized Officers" means, any one or more of the Mayor, Mayor Pro Tem, Treasurer and Administrator/Clerk thereof.

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

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

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

"Distributing State Agency" means the Department of Taxation and Revenue or any other department or agency of the State, authorized to distribute the Pledged Revenues to or on behalf of the Borrower/Grantee.

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

“Eligible Architectural, Engineering and Construction Management Fees” means the fees and costs associated with the architectural, engineering and construction project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project, in an amount up to twelve percent (12%) of the Loan/Grant Amount.

“Eligible Fees for Other Professional Services” means the fees and costs incurred for other professional services necessary to the completion of the Project including, but not limited to, services provided by accounting and auditing firms, hydrologists and surveyors. Such fees may not exceed five percent (5%) of the Loan/Grant Amount.

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

“Eligible Items” has the meaning given to that term in the Loan/Grant Agreement.

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

“Expenses” means the costs of the Lenders/Grantors of originating and administering the Loan/Grant, and includes Borrower/Grantee’s Eligible Architectural, Engineering and Construction Management Fees, Eligible Fees for Other Professional Services, Eligible Legal Costs and Eligible Fiscal Agent Fees to the extent allowed under the Act, the Rules, other applicable statutes and rules, and applicable Policies.

“Finance Authority” means the New Mexico Finance Authority.

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

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

“Governing Body” means the City Council of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals six hundred twenty-seven thousand nine hundred ninety-nine dollars (\$627,999).

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

“Intercept Agreement” means the Intercept Agreement dated as of the Closing Date, between the Borrower/Grantee, and the Finance Authority, providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Payments under the circumstances specified in Article VI of the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Lenders/Grantors” means the CIB and the Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals sixty-nine thousand seven hundred seventy-eight dollars (\$69,778).

“Loan/Grant” or “Loan/Grant Amount” means the amount provided to the Borrower/Grantee as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Agreement for the purpose of funding the Project. The value of the Loan/Grant equals six hundred ninety-seven thousand seven hundred seventy-seven dollars (\$697,777).

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is sixty-nine thousand seven hundred seventy-eight dollars (\$69,778).

“NMAC” means the New Mexico Administrative Code.

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

“Pledged Revenues” means the revenues from the third one-eighth of one percent (.125%) increment of the municipal gross receipts tax imposed by the Tax Ordinance of the Borrower/Grantee pledged to the payment of the Loan Amount pursuant to this Resolution, the Loan/Grant Agreement, and the Intercept Agreement and described in the Term Sheet.

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

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

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

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

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

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

“Resolution” means this Resolution as it may be supplemented or amended from time to time, pursuant to Section 12.

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

“State” means the State of New Mexico.

“Tax Ordinance” means Ordinance 734, passed and approved by the Borrower/Grantee pursuant to NMSA 1978, § 7-19D-9, as amended, on January 30, 1984, with an effective date of July 1, 1984, and which imposes, among other increments, the third one-eighth of one percent (.125%) increment of the municipal gross receipts tax on the gross receipts of all persons engaging in business within the boundaries of the Borrower/Grantee.

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

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement and the Intercept

Agreement, and the execution and delivery of the Loan/Grant Agreement and the Intercept Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement and the Intercept Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the constituent public the Borrower/Grantee serves.

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

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

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

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

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

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

G. The Borrower/Grantee has or will acquire title to or easements or rights of way on the real property upon which the Project is being constructed or located prior to the disbursement of any portion of the Loan/Grant Amount for use for construction.

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

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of six hundred twenty-seven thousand nine hundred ninety-nine dollars (\$627,999) and borrowing the Loan Amount of sixty-nine thousand seven hundred seventy-eight dollars (\$69,778) to be utilized solely for the purpose of completing the Project and paying Expenses, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement. The execution and delivery of the Loan/Grant Agreement and the Intercept Agreement is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project and to pay Expenses.

B. Detail. The Loan/Grant Agreement and the Intercept Agreement shall be in substantially the form of the Loan/Grant Agreement and the Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of six hundred twenty-seven thousand nine hundred ninety-nine dollars (\$627,999) and the Loan shall be in the amount of sixty-nine thousand seven hundred seventy-eight dollars (\$69,778). Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

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

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

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

A. Project Account and Expenses. The Borrower/Grantee hereby consents to creation of the Project Account and the payment of Expenses by the Finance Authority and further approves of the deposit or crediting of a portion of the Loan/Grant Amount to pay Expenses. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement or the Intercept Agreement or to pay Expenses.

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

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

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

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement and the Intercept Agreement, the Loan/Grant Agreement and the Intercept Agreement constitute an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount, which lien shall be subordinate to any lien on the Pledged Revenues existing on the Closing Date and, further, shall be subordinate to all other indebtedness secured or that may in the future be secured by the Pledged Revenues, except, however, that the lien shall be on parity with any other lien, present or future, for the repayment of any other loan provided to the Borrower/Grantee by the Lenders/Grantors pursuant to the Colonias Infrastructure Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-10, as amended.

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

execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement and the Intercept Agreement.

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

CITY OF DEMING, LUNA COUNTY, NEW MEXICO
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 15-34, duly adopted and approved by the City Council of the City of Deming on October 12, 2015. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Administrator/Clerk, located at 309 South Gold Avenue, Deming, New Mexico 88030.

The title of the Resolution is:

CITY OF DEMING, LUNA COUNTY, NEW MEXICO
RESOLUTION NO. 15-34

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT AND AN INTERCEPT AGREEMENT BY AND AMONG THE NEW MEXICO COLONIAS INFRASTRUCTURE BOARD ("CIB") AND THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY," AND COLLECTIVELY WITH THE CIB, THE "LENDERS/GRANTORS") AND THE CITY OF DEMING (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF SIX HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS (\$697,777), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE DESIGN AND CONSTRUCTION OF DRAINAGE IMPROVEMENTS TO INCLUDE NICKEL STREET, BUCKEYE AND IRON STREETS, AND A DETENTION/RETENTION POND, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR ACCEPTANCE OF A GRANT AMOUNT OF SIX HUNDRED TWENTY-SEVEN THOUSAND NINE HUNDRED NINETY-NINE DOLLARS (\$627,999) AND PAYMENT OF THE LOAN AMOUNT OF SIXTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-EIGHT DOLLARS (\$69,778) SOLELY FROM THE REVENUES OF THE THIRD ONE-EIGHTH OF ONE PERCENT (.125%) INCREMENT OF THE BORROWER/GRANTEE'S MUNICIPAL GROSS RECEIPTS TAX ENACTED PURSUANT TO NMSA 1978, § 7-19D-9, AS AMENDED, AND DISTRIBUTED TO THE BORROWER/GRANTEE PURSUANT TO NMSA 1978, § 7-1-6.15(F), AS AMENDED; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT AND THE INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION;

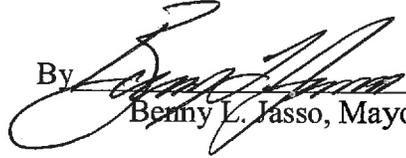
AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT AND THE INTERCEPT AGREEMENT.

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

[End of Form of Notice of Adoption for Publication]

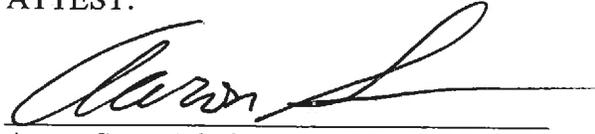
PASSED, APPROVED AND ADOPTED THIS 12TH DAY OF OCTOBER, 2015.

CITY OF DEMING,
LUNA COUNTY, NEW MEXICO

By 
Benny L. Jasso, Mayor



ATTEST:



Aaron Sera, Administrator/Clerk

[Remainder of page intentionally left blank.]