



VILLAGE OF MAGDALENA
PO BOX 145, MAGDALENA, NM 87825
P. 575.854.2261 F. 575.854.2273
WWW.VILLAGEOFMAGDALENA.COM

AGENDA

NOTICE OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
MONDAY, AUGUST 8, 2022
VILLAGE HALL 108 N. MAIN STREET 5:00 PM

PLEASE SILENCE ALL ELECTRONIC DEVICES

MEMBERS OF THE PUBLIC WHO WISH TO ATTEND AND LISTEN TO THE MEETING VIA ZOOM MAY DO SO AT THE FOLLOWING LINK:
<https://us02web.zoom.us/j/4861155997?pwd=V0V6SERBNVdGNDNPaE1ZdWp1N004UT09>

Meeting ID: 486 115 5997

Passcode: MAGDALENA

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF AGENDA**
5. **APPROVAL OF MINUTES**
 - a. **REGULAR MEETING- July 25, 2022**
 - b. **SPECIAL MEETING – July 29, 2022**
6. **APPROVAL OF CASH BALANCE REPORTS**
7. **APPROVAL OF BILLS**
8. **MAYOR'S REPORT**
9. **CLERK'S REPORT**
10. **DEPARTMENT REPORTS**
 - a. **EMS**
 - b. **FIRE**
 - c. **MARSHAL**
 - d. **JUDGE**
 - e. **PUBLIC WORKS**
 - f. **LIBRARY**
11. **DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION 2022-14, AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BETWEEN THE VILLAGE OF MAGDALENA, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$68,129.39, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING A NEW POLICE VEHICLE AND RESPECTIVE EQUIPMENT FOR THE GOVERNMENTAL UNIT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE LAW ENFORCEMENT PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 29-13-6, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE LAW ENFORCEMENT PROTECTION FUND REVENUES TO BE**

REDIRECTED BY THE STATE TREASURER TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; 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 AGREEMENT AND INTERCEPT AGREEMENT

12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO DIRECT PUBLICATION OF ORDINANCE NO. 2022-02, NIGHT SKIES

13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF PAYMENT TO ZAMORA BROTHERS, LLC. FOR FINAL PHASE OF WATER TANK REMOVAL USING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

14. PUBLIC HEARING – DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF FY 2024-2028 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

- MOTION AND ROLL CALL VOTE TO RECESS REGULAR MEETING AND TO GO INTO PUBLIC HEARING
- MOTION AND ROLL CALL VOTE TO GO BACK INTO REGULAR SESSION

15. DISCUSSION & POSSIBLE DECISION REGARDING RESOLUTION NO. 2022-15, A RESOLUTION ADOPTING THE FY 2024-2028 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

16. PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT

PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: clerk@villageofmagdalena.com and/or mayor@villageofmagdalena.com THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, AUGUST 8, 2022 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.

17. ADJOURNMENT

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT THE VILLAGE OFFICE, 108 N. MAIN STREET, MAGDALENA, NM 87825. PUBLIC DOCUMENTS, INCLUDING THE AGENDA AND MINUTES, CAN BE PROVIDED IN VARIOUS ACCESSIBLE FORMATS. PLEASE CONTACT THE VILLAGE CLERK/TREASURER IF A SUMMARY OR OTHER TYPE OF ACCESSIBLE FORMAT IS NEEDED. IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WHO IS IN NEED OF A READER, AMPLIFIER, QUALIFIED SIGN LANGUAGE INTERPRETER OR ANY OTHER FORM OF AUXILIARY AID OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE VILLAGE CLERK AT 575-854-2261 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.

DRAFT
MINUTES OF THE REGULAR MEETING OF THE VILLAGE OF MAGDALENA
BOARD OF TRUSTEES
HELD MONDAY, JULY 25, 2022, AT 5:00 PM

PURSUANT TO PUBLIC HEALTH ORDER DATED FEBRUARY 17, 2022, SOCIAL DISTANCING SHOULD CONTINUE TO BE MAINTAINED.

MEMBERS OF THE PUBLIC WHO WISH TO ATTEND AND LISTEN TO THE MEETING VIA ZOOM MAY DO SO AT THE FOLLOWING LINK:

<https://us02web.zoom.us/j/4861155997?pwd=VOV6SERBNVdGNDNPaE1ZdWp1N004UT09>

Meeting ID: 486 115 5997

Passcode: MAGDALENA

Mayor Richard Rumpf called the meeting to order at 5:03 p.m.

PRESENT: Mayor Richard Rumpf, Trustee Clark Brown, Carleen Gomez—Deputy Clerk

PARTICIPATING VIA ZOOM VIDEO CONFERENCE: Trustee James Nelson, Trustee Harvan Conrad, Trustee Donna Dawson, and Attorney Kathy Stout.

GUESTS: Nehemiah Peralta—Utility Worker, Collier Nelson—Assistant Clerk, Michael Zamora—Marshal, Malcolm Apachito—Deputy Marshal, Karolyn Chavez, Dale Eckes, John W. Briggs, Eric Toops, Teri Winchester, Nicole White, Ginny Galer, Joe Stanley, Syreeta McKenney, Pat M, Catherine De Maria, Herman Chavez, Marty A., and Judith S.

Mayor Richard Rumpf asked Michael Zamora to lead the gallery in reciting the Pledge of Allegiance.

APPROVAL OF AGENDA: Clark Brown motioned to approve the agenda. Harvan Conrad seconded the motion. The motion carried unanimously.

APPROVAL OF MINUTES: Clark Brown motioned to approve the minutes as presented for the June 27, 2022 meeting. Harvan Conrad seconded the motion. The motion carried unanimously.

APPROVAL OF CASH BALANCE REPORT: Michael Steininger stated the cash balance report was still in progress, but was in the process of closing.

APPROVAL OF BILLS: Donna Dawson motioned to approve the bill list. Clark Brown seconded the motion. The motion carried unanimously.

Bill List – JUNE’s BILLS for 7/25/22 Meeting

Albuquerque Publishing Co.		39.33
Socorro Electric Coop		3,640.59
Valley Sanitation, LLC.		3,640.59
		TOTAL 7,296.92

Bill List – July 2022

DPC Industries	Chlorine for Water System	\$433.85
Freedom Carpet Care	Village Hall Carpet & Chair Cleaning	\$1,094.00
Hall Environment	Repeat Water Sampling	\$616.33
Lucky Signs	Marshal's Office Sign	\$478.11
Napa Auto Parts	Fire Dept. Parts & Finance Charges	\$73.96
Ned's Pipe & Steel	Fire Dept. Addition Metal Building Supplies	\$12,866.41
NM Edge	CPO Recertification Classes- Richard Rumpf	\$140.00
NMML	Village & Employment Membership to the Association	\$1,305.00
Rak's Building Supply	Misc. Dept's/ Misc. Supplies	\$168.08
SCCOG	FY 2023 Village Membership	\$500.00
O'Reilly Auto Parts	Misc. Dept's/ Misc. Supplies	\$82.50
Winston's Auto Service	Water & Solid Waste Supplies	\$101.89
	TOTAL	\$17,860.13

MAYOR'S REPORT: Mayor Rumpf stated that there is no report at this time.

CLERK'S REPORT: Carleen Gomez stated that there is no report at this time.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION MO. 2022-11, APPROVING PARTICIPATION IN THE PROGRAM OF THE SOUTH-CENTRAL COUNCIL OF GOVERNMENT, INC FOR FISCAL YEAR 2022-2023: Donna Dawson motioned to approve the resolution. Clark Brown seconded. The motion passed unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING SCHEDULING OF SPECIAL MEETING TO APPROVE ITEMS #12, #13, #14, IF ITEMS ARE NOT AVAILABLE FOR TODAY'S MEETING: Michael Steinger stated that these items are not available at this time. Mayor Rumpf suggested scheduling a special meeting on Friday July 29, 2022 at 9am to discuss those items only. Donna Dawson moved to do so. Clark Brown seconded. The motion passed unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF FINAL FY2022 BUDGET ADJUSTMENT RESOLUTION NO. 2022-02: Tabled for the Special Meeting on July 29, 2022.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2022-12, A RESOLUTION APPROVING 2021-2022 FINAL QUARTER FINANCIAL REPORT FISCAL YEAR ENDING JUNE 2022: Tabled for the Special Meeting on July 29, 2022.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2022-13, RESOLUTION ADOPTING THE FY 2022-2023 BUDGET: Tabled for the Special Meeting on July 29, 2022.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO APPLY FOR \$100,000 GRANT TO PURCHASE SCBA'S SELF-CONTAINED BREATHING APPARATUS FOR THE MAGDALENA VOLUNTEER FIRE DEPARTMENT:

Mayor Rumpf stated it is through the State Fire Marshal's Office. Donna Dawson moved to apply for the grant. Harvan Conrad seconded. Mayor Rumpf requested a roll call vote.

Harvan Conrad – AYE

Clark Brown – AYE

Donna Dawson – AYE

Jim Nelson – Absent

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO APPLY FOR GRANT TO UPGRADE THE MAGDALENA RODEO GROUNDS: Mayor Rumpf stated this is a Federal Grant and that there is \$45 million available. He stated that the money would be used to upgrade the lighting at the Rodeo Grounds, create a shelter on top of the concrete bed that is already there, redo the water which has a leak due to fractured rock, and other projects. He stated there is three weeks to submit the application and asked the Board permission to move ahead with the application.

Harvan Conrad moved to approve applying for the grant. Donna Dawson seconded. Mayor Rumpf requested a roll call vote.

Donna Dawson – AYE

Harvan Conrad – AYE

Jim Nelson – AYE

Clark Brown – AYE

The motion passed unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING REQUEST FOR VACATION PAYOUT & CARRYOVER FOR MARSHAL. The Mayor stated this issue was discussed in June, but he failed to get it on the agenda. He asked if the Board would approve the Marshal to buy out his overage of vacation time. Donna Dawson moved to approve the request. Harvan Conrad seconded. The Mayor requested a roll call vote.

James Nelson – AYE

Harvan Conrad – AYE

Clark Brown – AYE

Donna Dawson – AYE

The motion passed unanimously.

DISCUSSION & POSSIBLE DECISION TO POST DEPUTY MARSHAL FOURTH POSITION: Mayor Rumpf stated that the position has already been budgeted for. He stated that Deputy Malcolm Apachito will be going to the Academy, leaving the Village down one Marshal. He stated the Marshal is asking for permission to advertise the position. Jim Nelson motioned to approve posting the position. Harvan Conrad seconded. The Mayor requested a roll call vote.

Clark Brown – AYE

Harvan Conrad – AYE

Donna Dawson – AYE

Jim Nelson – AYE

The motion passed unanimously.

PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT:

PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: clerk@villageofmagdalena.com and/or mayor@villageofmagdalena.com THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, JULY 25, 2022 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.

Mayor Rumpf stated he would present first. He stated he doesn't tolerate being called a liar or disrespect towards him, the Trustees, or the Village employees. He spoke about recent requests for information that were made using the Information Act and his responses to them. He stated that a meeting could have been set up prior to address most of those issues. He spoke about a request for information regarding him being accused of sexual harassment 7 years ago. He stated there was an external investigation which had no findings, and that the case was handled correctly according to State and Federal laws. He also spoke about his qualifications, training, and background, as well as the current and ongoing grants and projects to improve the village that he is involved with.

Syreeta McKenney stated she feels like she is being discouraged, intimidated, and threatened to not request public information, and that these requests are well within her rights to make.

John Briggs introduced himself as a local astronomer and stated he was interested in trying to find out the correct way to address these issues, to be informed and communicate clearly.

Catherine DeMaria thanked the Mayor for all he does for the Village of Magdalena.

Karolyn Chavez stated that out of respect, and for the sake of all getting along and being on the page, she would like to be educated on the laws on lighting in the village.

Laurie Ware stated there was a lack of healthy food options in Magdalena, and that she was in favor of the potential business.

Teri Winchester stated that people do not want a duplication of what we already have here in Magdalena, and suggested the possibility of a food co-op or a slaughter shop for ranchers.

Mayor Rumpf stated that a full-scale grocery store is not feasible; what is needed is a store which sells meat and fresh produce and a little of everything else. Donna Dawson agreed and stated that a study was done which determined that a full-scale grocery store was not feasible for Magdalena.

Mayor Rumpf stated that the Village of Magdalena has an animal control issue. He stated he has spoken with Gail Armstrong and intends to submit a proposal for an Animal Shelter in town to be funded by the State. He said that the funding would be to pay the salary of the employee, which would be an employee of the village.

ADJOURNMENT: Donna Dawson motioned to adjourn the meeting at 6:33 pm. Clark Brown seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Carleen Gomez,
Deputy Clerk

Richard Rumpf
Mayor

DRAFT
MINUTES OF THE SPECIAL MEETING OF THE VILLAGE OF MAGDALENA
BOARD OF TRUSTEES
HELD FRIDAY, JULY 29, 2022, AT 9:00 AM

MEMBERS OF THE PUBLIC WHO WISH TO ATTEND AND LISTEN TO THE MEETING VIA ZOOM MAY DO SO
AT THE FOLLOWING LINK:
<https://us02web.zoom.us/j/4861155997?pwd=V0V6SERBNVdGNDNPaE1ZdWp1N004UT09>
Meeting ID: 486 115 5997
Passcode: MAGDALENA

Mayor Richard Rumpf called the meeting to order at 9:03 am.

PRESENT: Mayor Richard Rumpf, Trustee Clark Brown, Trustee James Nelson, Trustee Harvan Conrad, Carleen Gomez—Deputy Clerk

PARTICIPATING VIA ZOOM VIDEO CONFERENCE: Michael Steininger- Financial Clerk, Trustee Donna Dawson, and Attorney - Kathy Stout.

GUESTS: Collier Nelson—Assistant Clerk

Mayor Richard Rumpf leads the gallery in reciting the Pledge of Allegiance.

APPROVAL OF AGENDA: Clark Brown motioned to approve the agenda. Harvan Conrad seconded the motion. The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF FINAL FY2022 BUDGET ADJUSTMENT

RESOLUTION NO. 2022-02: Harvan Conrad moved the motioned and Clark Brown seconded the motion. Michael Steininger stated that at the end of the last fiscal year, equipment purchased for the ambulance caused a deficit in the Ambulance Fund of about \$45,000. He stated that he gave the ambulance fund an advance of that amount as a cash transfer from the General Fund, in order to purchase the equipment. He stated, per Carleen Gomez, that the reimbursement for the equipment has since come in; however, it is only for \$35,000. He stated that at present, the Ambulance Fund cannot repay the extra \$10,000. He asked the trustees whether they would like the full \$45,000 transferred/repaid from the Ambulance Fund to the General Fund (\$35,000 now and the additional \$10,000 later in the year, when the Ambulance Fund has the money to do so), or if they would like to consider the \$10,000 a donation/gift from the General Fund to the Ambulance Fund (similar to how the General Fund pays the Library), and only require the Ambulance fund to repay/transfer the \$35,000 covered by the reimbursement.

Mr. Steininger stated that other amendments to the FY22 final budget were to fix overspending in the Fire Fund, Debt Service Fund, and the Wastewater Fund, all of which had the money in cash to cover the deficit. He also stated he amended the Library Fund to reflect receipt of the ARPA grant. He stated he had no major concerns about the budget overall.

Regarding the repayment of the Ambulance Fund, Harvan Conrad asked if either option impacted the budget. Mr. Steininger advised that it does not impact last fiscal year's budget, as he had to make the advance in order to make the purchase. He stated it will impact the Ambulance Fund's budget for this fiscal year, which may have a low or deficit amount in cash balances until the EMS funds are distributed later. Harvan Conrad and Jim

Nelson both indicated that they didn't mind having a deficit in the Ambulance Fund cash balances, and they were content to leave the deficit of \$10,000 until the Ambulance Fund can repay/transfer it.

Mayor Rumpf asked how much the carryover would be for the Fire Fund. Mr. Steininger stated it is \$83,118. Mayor Rumpf asked for the balance still owed on the fire truck; Mr. Steininger stated that as of 6/30/2022, it was \$103,600.

Harvan Conrad motioned to approve the Final FY22 Budget Adjustment. Jim Nelson seconded. Mayor Rumpf requested a roll call vote.

Jim Nelson – AYE

Donna Dawson – AYE

Clark Brown – AYE

Harvan Conrad – AYE

The motion passed unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2022-12, A RESOLUTION APPROVING 2021-2022 FINAL QUARTER FINANCIAL REPORT FISCAL YEAR ENDING JUNE 2022.

Michael Steininger introduced the final report for Fiscal Year 2021. He pointed out the ending cash balances and stated that they match the bank reconciliation correctly. He stated the report reflects the transfers needed for the Ambulance Fund and other issues mentioned earlier.

Harvan Conrad motioned to approve the Final Quarter Financial Report. Clark Brown seconded. Mayor Rumpf requested a roll call vote.

Clark Brown – AYE

Donna Dawson – AYE

Harvan Conrad – AYE

Jim Nelson – AYE

The motion passed unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2022-13, RESOLUTION ADOPTING THE FY 2022-2023 BUDGET.

Michael Steininger stated that the final budget for FY23 being submitted only had minor adjustments from the interim budget passed in May. He stated that he updated the amounts for Fire Protection Funds, Law Enforcement Protection Funds, and payroll changes for adding health insurance to the Assistant Clerk position, adding a new Deputy Marshal position, and correcting hours for the Librarian position. He also stated he updated the NMFA loans for the new payment amount for the water well.

Jim Nelson moved to approve the FY 2022-2023 Budget. Harvan Conrad seconded the motion. Mayor Rumpf requested a roll call vote.

Donna Dawson – AYE

Clark Brown – AYE

Jim Nelson – AYE

Harvan Conrad – AYE

The motion passed unanimously.

The Mayor and Trustees thanked Mr. Steininger for his time.

PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT

PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: clerk@villageofmagdalena.com and/or mayor@villageofmagdalena.com THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS FRIDAY, JULY 29, 2022 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.

Mayor Richard Rumpf stated that they started the addition on the Fire Department today.

ADJOURNMENT: James Nelson motioned to adjourn the meeting at 9:29am. Clark Brown seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Carleen Gomez,
Deputy Clerk

Richard Rumpf
Mayor

Minutes Taken By:

Collier Nelson
Assistant Clerk

Carleen Gomez

From: James Nelson
Sent: Thursday, August 4, 2022 7:03 AM
To: Carleen Gomez
Subject: Dept reports, EMS

10 EMS calls in July

Magdalena Marshal's Office

<i>Monthly Report</i>	<u>Month: July</u>	<u>Year: 2022</u>
Marshal Zamora	ID#:Mag-1	
Total Miles Driven:		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	1	94
TRAFFIC CITATIONS: State Statutes		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
TRAFFIC ACCIDENTS		
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS		
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS		
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY		
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE		
PUBLIC SERVICE	15	
NM STATE POLICE		
SHERIFF'S OFFICE		
NM FISH & GAME		
US BORDER PATROL		
US FOREST SERVICE		
<u>OTHER:</u>		
ALARM CALLS		
FINGERPRINTING		
Driving Tests		
Misc. Cases	20	
TOTALS:	35	94

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : JULY Year: 2022

License Number: _____
 Make and Model: FORD EXP 2021

Report due in NO LATER THAN THE 10th OF THE MONTH

Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1	1076	1303	227	21.8	104.6			01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair 15
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12	1							Invoice No.: _____ Amt.\$ _____
13	1303	1528	225	17.5	82.6			10
14	1528	1730	202	11.7	50.1			Invoice No.: _____ Amt.\$ _____
15								Date _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24	1730	1938	208	16.8	76.01			Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			862	67.8	313.31			

I certify that the above is correct to the best of my knowledge.

Signature: 

Title: MARSHAL

Village of Magdalena
 PO Box 145
 Magdalena, NM 87029
Magdalena Marshal's Office

Monthly Report	Month: JULY	Year: 2022
	ID# Mag 2	
Total Miles Driven:	524	
GENERAL CALLS:	AMOUNT	REVENUE
TRAFFIC CITATIONS: Village Ordinances	7	\$378
TRAFFIC CITATIONS: State Statutes		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
TRAFFIC ACCIDENTS		
D.W.I. ARRESTS		
FELONY ARRESTS	1	
MISDEMEANOR ARRESTS	2	
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS		
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY		
ASSISTANCE CALLS:		
AMBULANCE/FIRE	1	
PUBLIC SERVICE		
NM STATE POLICE	1	
SHERIFF'S OFFICE		
NM GAME & FISH		
NM LIVESTOCK BOARD		
US BORDER PATROL		
US FOREST SERVICE		
OTHER:		
ALARM CALLS		
FINGERPRINTING		
Driving Tests		
Misc. Cases		
TOTALS:	12	\$378

A large, stylized handwritten signature is written over the bottom left portion of the table. To its right, the initials 'M2' are handwritten in a cursive style.

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : July Year: 2022

License Number: G97497
 Make and Model: Chev Silverado 2016

Report due in NO LATER THAN THE 10th OF THE MONTH								
Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section 4 4
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3		107787		16.4	\$78.78		21.45	03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9							21.45	10 Tire Repair
10	107787	107949	162	17.25	\$80.00			11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice N 51957 7/3/2022
13								10
14								Invoice No 53574
15								Date 7/9/2022
16								Invoice No.: _____ Amt.\$ _____
17	107949	108116	167	15.25	\$70.51			Code:____ Date:_____
18								Invoice No.: _____ Amt.\$ _____
19								Code:____ Date:_____
20								Invoice No.: _____ Amt.\$ _____
21								Code:____ Date:_____
22								Invoice No.: _____ Amt.\$ _____
23								Code:____ Date:_____
24								Invoice No.: _____ Amt.\$ _____
25								Code:____ Date:_____
26								Invoice No.: _____ Amt.\$ _____
27	108116	108311	195	16.91	\$72.71			Code:____ Date:_____
28								Invoice No.: _____ Amt.\$ _____
29								Code:____ Date:_____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			524	65.81	\$302.00			

I certify that the above is correct to the best of my knowledge.

Signature:  Title: M-2

MAGDALENA MARSHAL DEPARTMENT

MONTHLY VEHICLE EXPENDITURE REPORT

For the month of : july Year: 2022

License Number: G-93067
 Make and Model: 2015 expedition

Report due in NO LATER THAN THE 10th OF THE MONTH								
Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1		75650		18.37	88.01			01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4	75650	75835	185	17.43	80			04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8	75835	76111	276	18.44	83			09 Tire Purchase
9	76111	76305	194	15.1	71			10 Tire Repair
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								10
14								Invoice No.: _____ Amt.\$ _____
15	76305	76548	243	19.35	89			Date
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18	76548	76712	164	14.67	66.01			Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25	76712	76950	238	22.89	91.09			Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29	76950	77098	148	11.63	\$50.01			Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			1448	137.8	618.12			

I certify that the above is correct to the best of my knowledge.
Signature: *Melba Anst* **Title:** Mag 3

\$68,129.39

LOAN AGREEMENT

dated

September 16, 2022

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

VILLAGE OF MAGDALENA, NEW MEXICO

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

LOAN AGREEMENT

THIS LOAN AGREEMENT dated September 16, 2022, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the “Finance Authority”), and the VILLAGE OF MAGDALENA, NEW MEXICO (the “Governmental Unit”), a political subdivision duly organized and existing under the laws of the State of New Mexico (the “State”).

WITNESSETH:

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

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

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

WHEREAS, the Governing Body of the Governmental Unit, has determined that it is in the best interests of the Governmental Unit and its residents that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the cost of purchasing a new police vehicle and the respective equipment, as more fully described on the Term Sheet attached hereto as Exhibit “A”; and

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

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

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

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

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

“Act” means the general laws of the State, including Sections 3-31-1 through 3-31-12 and Sections 29-13-1 through 29-13-9, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and the Intercept Agreement, including the Resolution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Independent Accountant” means: (i) an accountant employed by the State and under the supervision of the State Auditor; or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit; (b) does not have any substantial interest, direct or indirect, with the

Governmental Unit; and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

“Intercept Agreement” means the Intercept Agreement, dated September 16, 2022, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

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

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

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

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

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

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

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

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

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

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

“Permitted Investments” means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following, if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the

federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc., or S&P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1, NMSA 1978, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means revenues distributed to the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to the Resolution and described on the Term Sheet.

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

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

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

"Resolution" means the Governmental Unit Resolution No. 2022-14 adopted by the Governing Body on August 8, 2022, approving this Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

"Term Sheet" means Exhibit "A" attached hereto.

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

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

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

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

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which

any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Resolution shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Governmental Unit or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer, agent or employee of the Governmental Unit executing this Loan Agreement shall be liable personally on this Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

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

(d) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement to the acquisition of the Project.

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

(f) Acquisition and Completion of Project. The Project will consist of acquiring and completing the purchase of a new police vehicle and the respective equipment. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Project complies with Section 29-13-7, NMSA 1978, as amended.

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

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

(i) Loan Agreement Term. The weighted average maturity of 4.1250 years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is four (4) years.

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

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

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

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

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

(o) Outstanding Debt. Except for the Parity Obligations, if any, described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding. Prior to entering into additional indebtedness to be secured by a parity lien on the Pledged Revenues, the Governmental Unit shall comply with the terms of Section 5.5 hereof and shall seek the written consent of the Finance Authority, such consent shall not be unreasonably withheld. During the term of this Loan Agreement, prior to entering into any indebtedness secured by a subordinate lien on the Pledged Revenues or a lien on any revenues of the Governmental Unit other than the Pledged Revenues, the Governmental Unit shall notify the Finance Authority in writing of such indebtedness.

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

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

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

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

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

(u) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit

without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

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

(w) Tax Covenants. The Governmental Unit covenants that it shall restrict the use of the proceeds of this Loan Agreement in such manner and to such extent, if any, as may be necessary so that this Loan Agreement will not constitute an arbitrage bond under Section 148 of the Code and that it shall pay any applicable rebate to the Internal Revenue Service. Authorized Officers of the Governmental Unit are hereby authorized and directed to execute an Arbitrage and Tax Certificate as may be required by the Finance Authority and such additional certificates as shall be necessary to establish that this Loan Agreement is not an “arbitrage bond” within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150 as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Governmental Unit covenants to comply with the provisions of any such Arbitrage and Tax Certificate and the provisions thereof will be incorporated herein by reference to the same extent as if set forth herein. The Governmental Unit covenants that no use will be made of the proceeds of this Loan Agreement, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148-1(b)) of this Loan Agreement, which use, if it had been reasonably expected on the Closing Date, would have caused this Loan Agreement to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code. Pursuant to this covenant, the Governmental Unit obligates itself to comply throughout the Loan Agreement Term with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Governmental Unit further represents and covenants that no bonds or other evidence of indebtedness of the Governmental Unit payable from substantially the same source as this Loan Agreement have been or will be issued, sold or delivered within fifteen (15) days prior to or subsequent to the Closing Date. The Governmental Unit hereby further represents and covenants to comply with Section 7.6 hereof, which designates this Loan Agreement as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

(x) Use of Law Enforcement Protection Fund Revenues. The Governmental Unit will take no action with respect to the Project that would constitute a violation of the terms of Sections 29-13-1 and 29-13-9, NMSA 1978, as the same may be amended or recompiled from time to time.

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

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

(i) The Governmental Unit is a disadvantaged qualified entity in that its median household income is \$26,667, which is less than eighty percent (80%) of the State median household income of \$51,243.

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

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

(c) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement or the Intercept Agreement, nor the consummation of the transactions contemplated in this Loan Agreement or the Intercept Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or resolution of any court, government or governmental authority having jurisdiction over the Finance Authority or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

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

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

(f) Tax-Exempt Reimbursement of Amount Loaned. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act)

for the amount of the Loan from the proceeds of tax-exempt bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date.

ARTICLE III LOAN AGREEMENT TERM

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

ARTICLE IV LOAN; APPLICATION OF MONEYS

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

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

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

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

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein or special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues), the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account, such account being held by the Trustee; and (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, according to the true intent and meaning hereof, or shall provide, as permitted by Article VIII of

this Loan Agreement for the payment thereof and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions, then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit “B.”

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

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

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

(i) Interest Components. Amounts necessary to pay the Interest Components coming due on this Loan Agreement on May 1 and November 1 of each Fiscal Year beginning with the Fiscal Year ending June 30, 2024, as described in Exhibit “B”;

(ii) Principal Payments. Amounts necessary to pay the Principal Components coming due on this Loan Agreement on May 1 of each Fiscal Year beginning with the Fiscal Year ending June 30, 2024, as described in Exhibit “B.”

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

(c) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute to the Governmental Unit’s account in the Law Enforcement Protection Fund maintained by the State Treasurer for any purpose permitted by law.

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

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

Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), the Governmental Unit shall obtain the written consent of the Finance Authority and it must be determined that:

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

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

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months

preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty-five percent (125%) of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

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

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

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

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

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.

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

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

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

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or

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

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

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

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

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

Section 5.7 Investment of Governmental Unit Funds. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority for the Governmental Unit may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the discretion of the Trustee. Any earnings on any of said accounts shall be held and administered in the account and utilized in the same manner as the other moneys on deposit therein.

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

ARTICLE VI THE PROJECT

Section 6.1 Agreement To Acquire and Complete the Project. The Governmental Unit hereby agrees that to effectuate the purposes of this Loan Agreement and to effectuate the

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

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

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

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

Section 6.4 Application of Loan Agreement Proceeds Subsequent to Completion of the Project. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof, or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

ARTICLE VII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

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

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

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

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

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

Section 7.6 Bank Designation of Loan Agreement. For purposes of and in accordance with Section 265 of the Code, the Governmental Unit hereby designates this Loan Agreement as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Governmental Unit reasonably anticipates that the total amount of tax exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Governmental Unit and by any aggregated issuer during the current calendar year will not exceed \$10,000,000. For purposes of this Section 7.6, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that: (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code; and (b) the total amount of obligations so designated by the Governmental Unit, and all aggregated issuers for the current calendar year does not exceed \$10,000,000.

Section 7.7 Arbitrage Rebate Exemption. The Governmental Unit hereby certifies and warrants, for the purpose of qualifying for the exception contained in Section 148(f)(4)(D) of the Code, to the requirement to rebate arbitrage earnings from investments of the proceeds of the Loan Agreement (the "Rebate Exemption"), that: (i) this Loan Agreement is issued by the Governmental

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

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

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

ARTICLE VIII PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 Prepayment. There is no option to prepay this Loan Agreement in whole or in part.

Section 8.2 Defeasance. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit’s payment obligations hereunder shall be terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Governmental Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion

of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which shall be addressed and delivered to the Finance Authority. Governmental Obligations within the meaning of this Section 8.2, unless otherwise approved by the Finance Authority, shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGs”), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

ARTICLE IX INDEMNIFICATION

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

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

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

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Governmental Unit shall default under any of the provisions hereof and the Finance Authority or the Trustee shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit herein contained, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority or the Trustee, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses

may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows: if to the Governmental Unit, 108 N. Main Street, Magdalena, New Mexico 87825, Attention: Deputy Clerk; if to the Finance Authority, New Mexico Finance Authority, 207 Shelby Street, Santa Fe, New Mexico 87501, Attention: Chief Executive Officer; and if to the Trustee, BOKF, NA, 100 Sun Avenue NE, Suite 500, Albuquerque, New Mexico 87109, Attention: Trust Division. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

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

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

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

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

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

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

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

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

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on June 23, 2022, has executed this Loan Agreement in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

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

By _____
Suzanne Wood Bruckner

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

By _____
Daniel C. Opperman, Chief Legal Officer

VILLAGE OF MAGDALENA, NEW MEXICO

By _____
Richard Rumpf, Mayor

[SEAL]

ATTEST:

By _____
Carleen Gomez, Deputy Clerk

6378504

EXHIBIT "A"

TERM SHEET

New Mexico Finance Authority Loan No. PPRF-5863

Governmental Unit:	Village of Magdalena, New Mexico
Project Description:	To purchase a new police vehicle and the respective equipment
Loan Agreement Principal Amount:	\$68,129.39
Disadvantaged Funding Amount:	\$68,129.39
Pledged Revenues:	The distribution of Law Enforcement Protection Fund Revenues to the Governmental Unit made periodically by the State Treasurer pursuant to Section 29-13-6, NMSA 1978.
Coverage Ratio:	125%
Distributing State Agency:	State Treasurer
Currently Outstanding Parity Obligations:	None
Additional Parity Bonds Test:	125%
Authorizing Legislation:	Resolution No. 2022-14 adopted on August 8, 2022
Closing Date:	September 16, 2022
Blended Interest Rate:	0.0000%
Program Account Deposit:	\$68,129.39
Finance Authority Debt Service Account Deposit:	\$0.00
First Interest Payment Date:	November 1, 2023
First Principal Payment Date:	May 1, 2024
Final Payment Date:	May 1, 2029

**PROGRAM ACCOUNT DEPOSITS MUST BE USED WITHIN THREE YEARS UNLESS A
THE FINANCE AUTHORITY APPROVES A LONGER PERIOD IN WRITING**

EXHIBIT "B"

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: \$68,129.39 Loan Agreement by and between the Village of Magdalena, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: BOKF, NA
c/o New Mexico Finance Authority
PPRF@nmfa.net

You are hereby authorized to disburse from the Program Account – Village of Magdalena, New Mexico (2022 Police Vehicle Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO. PPRF-5863

CLOSING DATE: September 16, 2022

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: \$ _____

PURPOSE OF PAYMENT: _____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – Village of Magdalena, New Mexico (2022 Police Vehicle Loan).

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

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

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

DATED: _____ By _____
Authorized Officer
Title _____
(Print Name and Title)

EXHIBIT "D"

CERTIFICATE OF COMPLETION

RE: \$68,129.39 Loan Agreement by and between the Village of Magdalena, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: New Mexico Finance Authority
PPRF@nmfa.net

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

LOAN NO.: PPRF-5863

CLOSING DATE: September 16, 2022

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

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

DATED: _____

By _____
Authorized Officer of the Governmental Unit

Title _____
(Print Name and Title)

INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into September 16, 2022, by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the "State") under the laws of the State and the VILLAGE OF MAGDALENA, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the "Governmental Unit").

W I T N E S S E T H:

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

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

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

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

WHEREAS, the Governmental Unit desires to borrow \$68,129.39 from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement; and

WHEREAS, the Act confers upon the Finance Authority the authority to loan funds to the Governmental Unit to finance the Project, and Section 29-13-6, NMSA 1978, as amended, authorizes the Governmental Unit to direct that its distribution of Law Enforcement Protection Fund Revenues (the "Pledged Revenues") from the State Treasurer (the "Distributing State Agency") be paid to the Finance Authority or its assignee, to secure payments under the Loan Agreement;

NOW THEREFORE, the parties hereto agree:

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

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$68,129.39 to finance the acquisition of the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan and all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit "A" (the "Intercept Schedule"), or shall be made from special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues).

This Intercept Agreement shall be deemed a written certification, authorization and request by the Governmental Unit to the Distributing State Agency to pay to the Finance Authority, on behalf of the Governmental Unit, sums shown on the Intercept Schedule from periodic distributions of the Pledged Revenues pursuant to Section 29-13-6, NMSA 1978, as amended, or from special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues) to insure compliance with the Loan Agreement and repayment of the Loan. Upon written notice to the Distributing State Agency from the Finance Authority, the amount of the Pledged Revenues to be paid to the Finance Authority shall be increased from the amounts shown on Exhibit "A" to defray any delinquencies in the Finance Authority Debt Service Account or Loan Agreement Reserve Account, if any, established for the Governmental Unit. Any accumulation of the Pledged Revenues in an amount in excess of the next Loan Agreement Payment and the Loan Agreement Reserve Requirement, if any, shall be redirected by the Finance Authority to the benefit of the Governmental Unit on a timely basis as provided in Section 5.2 of the Loan Agreement.

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

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

Section 3. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Resolution No. 2022-14, passed and adopted on August 8, 2022 by the Governing Body of the Governmental Unit, which Resolution is in full force and effect on the date hereof.

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

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

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

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

Section 8. Initial Intercept Date. As indicated on the Intercept Schedule, the periodic distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit distributed in the Fiscal Year ending June 30, 2024.

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

[Remainder of page left intentionally blank]

[Signature page follows]

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

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

VILLAGE OF MAGDALENA, NEW MEXICO

By _____
Richard Rumpf, Mayor

[SEAL]

ATTEST:

By _____
Carleen Gomez, Deputy Clerk

Acknowledged:

By _____
Local Government Division
New Mexico Department of Finance
and Administration

Date _____

EXHIBIT "A"

INTERCEPT SCHEDULE
VILLAGE OF MAGDALENA, NEW MEXICO

Fiscal Year Ending June 30 Payment Dates	Pledged Revenues	Annual Amount
2024 – 2028 2029	The distribution of Law Enforcement Protection Funds Revenues to the Village of Magdalena, New Mexico pursuant to Section 29-13-6, NMSA 1978, which distributions are made periodically by the State Treasurer.	\$11,355 \$11,354.39

6378500

VILLAGE OF MAGDALENA, NEW MEXICO
RESOLUTION NO. 2022-14

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE VILLAGE OF MAGDALENA, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$68,129.39, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING A NEW POLICE VEHICLE AND THE RESPECTIVE EQUIPMENT FOR THE GOVERNMENTAL UNIT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE LAW ENFORCEMENT PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 29-13-6, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE LAW ENFORCEMENT PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; 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 AGREEMENT AND INTERCEPT AGREEMENT.

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

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

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

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project; and

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

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not been pledged to secure the payment of any obligation which is currently outstanding; and

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

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and with a first lien but not an exclusive lien, on the Pledged Revenues; and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF MAGDALENA, NEW MEXICO:

Section 1. Definitions. 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):

"Act" means the general laws of the State, Sections 3-31-1 through 3-31-12 and Sections 29-13-1 through 29-13-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

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

“Authorized Officers” means the Mayor, Mayor Pro Tem and Deputy Clerk.

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

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

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

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

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

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

“Finance Authority” means the New Mexico Finance Authority.

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

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

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

“Governmental Unit” means the Village of Magdalena, New Mexico.

“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.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as

supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

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

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

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

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

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

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

“Pledged Revenues” means the State Law Enforcement Protection Fund revenues enacted pursuant to Sections 29-13-1 through 29-13-9, NMSA 1978, as amended, distributed to the Governmental Unit, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made periodically by the State Treasurer pursuant to Section 29-13-6, NMSA 1978, as amended.

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

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

“Resolution” means this Resolution No. 2022-14 adopted by the Governing Body on August 8, 2022, approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

“State” means the State of New Mexico.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Loan Agreement and Intercept 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, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$68,129.39, plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project and (ii) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of \$68,129.39, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, beginning on November 1, 2023, at the rates designated in Exhibit "B" to the Loan Agreement.

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

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

constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

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

A. Program Account and Finance Authority Debt Service Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held by the Finance Authority and to the Program Account to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account all as set forth in the Term Sheet.

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

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

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

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

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

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

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

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service

Account totals a sum at least equal to the entire aggregate amount to become due as to principal, interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

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

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

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

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

Section 13. Resolution Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Resolution shall be and remain irrepealable

until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this 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, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

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

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

(Form of Summary of Resolution for Publication)

Village of Magdalena, 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. 2022-14, duly adopted and approved by the Governing Body of the Village of Magdalena, New Mexico, on August 8, 2022. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the Deputy Clerk, 108 N. Main Street, Magdalena, New Mexico 87825.

The title of the Resolution is:

VILLAGE OF MAGDALENA, NEW MEXICO
RESOLUTION NO. 2022-14

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE VILLAGE OF MAGDALENA, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF

\$68,129.39, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING A NEW POLICE VEHICLE AND THE RESPECTIVE EQUIPMENT FOR THE GOVERNMENTAL UNIT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE LAW ENFORCEMENT PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 29-13-6, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE LAW ENFORCEMENT PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; 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 AGREEMENT AND INTERCEPT AGREEMENT.

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

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 8th day of August, 2022.

VILLAGE OF MAGDALENA, NEW MEXICO

By: _____
Richard Rumpf, Mayor

[SEAL]

ATTEST:

By: _____
Carleen Gomez, Deputy Clerk

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

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

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

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

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

VILLAGE OF MAGDALENA, NEW MEXICO

By: _____
Richard Rumpf, Mayor

[SEAL]

ATTEST:

By: _____
Carleen Gomez, Deputy Clerk

EXHIBIT "A"

Meeting Agenda
of the August 8, 2022
Board of Trustees Meeting

[SEE ATTACHED]

STATE OF NEW MEXICO
VILLAGE OF MAGDALENA
COUNTY OF SOCORRO

I, Carleen Gomez, the duly qualified Deputy Clerk of the Village of Magdalena, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of Trustees of the Village of Magdalena, New Mexico (the "Governing Body"), constituting the governing body of the Governmental Unit had and taken at a duly called regular meeting held by video conference and at 108 N. Main Street, Magdalena, New Mexico 87825, on August 8, 2022, at the hour of 5:00 p.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, copies of which are set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of September, 2022.

VILLAGE OF MAGDALENA, NEW MEXICO

By: _____
Carleen Gomez, Deputy Clerk

[SEAL]

6378502

SENIOR PORTRAITS

It's not too soon to think about senior portraits! I will be extending my services to Magdalena once a month. If you're interested in scheduling a session September 16th or 17th , or have questions, please email me at : studio.pinon.art@gmail.com or text/ call me at 505-553-3189

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**VILLAGE OF MAGDALENA
COUNTY OF SOCORRO
STATE OF NEW MEXICO**

**NOTICE OF PUBLICATION AND ADOPTION OF
ORDINANCE NO. 2022-02**

THE VILLAGE OF MAGDALENA TO ALL INTERESTED PERSONS,

GREETINGS:

NOTICE IS HEREBY GIVEN that an Ordinance proposed for adoption by the Governing Body of the Village of Magdalena is now pending before said Governing Body.

The title of said Ordinance No. 2022-02 is: "NIGHT SKIES".

The purpose of the Ordinance is to adopt standards for the emission of outdoor lighting and providing penalties for violation. Said Ordinance will come for public hearing and final consideration by the Governing Body of the Village of Magdalena at its regular meeting held on September 12, 2022.

Any interested person upon request and payment of reasonable fee, may obtain copies of the proposed Ordinance from Village Hall during regular business hours.

Carleen Gomez, CMC
Deputy Clerk
Village of Magdalena
P.O. Box 145
Magdalena, NM 87825
Phone: (575)854-2261

Published in the El Defensor Chieftain on August 18, 2022



VILLAGE OF MAGDALENA NIGHT SKIES ORDINANCE No. 2022-02

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and,

WHEREAS, NMSA 1978, Section 3-17-1 *et seq.* provides that municipalities may adopt ordinances, not inconsistent with the laws of the State of New Mexico, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the municipality and its inhabitants; and,

WHEREAS, Magdalena attracts both professional and amateur astronomers and is known for its rural character and dark skies; and,

WHEREAS, The Night Sky Protection Act, NMSA 1978, Section 74-12-7(B) does not prohibit county ordinances that are equal to or more stringent than the provisions of that Act.

NOW, THEREFORE, BE IT ORDAINED:

I. DEFINITIONS

- A. “outdoor lighting fixture” means an outdoor artificial illuminating device, whether permanent or portable, used for illumination or advertisement, including searchlights, spotlights and floodlights, whether for architectural lighting, parking lot lighting, landscape lighting, billboards or street lighting; and
- B. “shielded” means a fixture that is shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

II. MINIMUM REQUIREMENTS.

- A. All outdoor lighting fixtures shall be shielded except incandescent fixtures of one hundred fifty watts or less and other sources of seventy watts or less unless the fixture is extinguished by an automatic shutoff device between the hours of 11:00 PM and sunrise.
- B. No mercury vapor outdoor lighting fixtures shall be sold or installed.
- C. No outdoor recreational facility, whether public or private, shall be illuminated after 11:00 pm except for a national or international tournament or to conclude any recreational or sporting event or other activity conducted, which is in progress prior to 11:00 pm at a ballpark, outdoor amphitheater, arena, or similar facility.

III. EXEMPTIONS. The following are exempt from the requirements of this Ordinance.

- A. Outdoor lighting fixtures on advertisement signs on interstates and federal primary highways.
- B. Navigational lighting systems at airports and other lighting necessary for aircraft safety.
- C. Outdoor lighting fixtures that are necessary for worker safety at farms, ranches, dairies, feedlots or industrial, mining or oil and gas facilities.
- D. Outdoor lighting fixtures for fire stations and community centers.

IV. PENALTIES

- A. An offense, for the purpose of this Ordinance, is defined as thirty (30) days from the date of a warning or adjudication of guilt. If the violation continues after the expiration of thirty (30) days following either of these triggering events, a subsequent offense will occur.
- B. For a first offense, the alleged violator will be warned in writing.
- C. For a second offense or subsequent offense, persons violating this ordinance shall, upon conviction, be subject to a fine of up to three hundred dollars (\$300.00).

V. ENFORCEMENT

The Magdalena Marshal's Office and any other legally qualified law enforcement officer or any of their agents shall have the ability to enforce this Ordinance.

Approved, Adopted, and Ordained this _____ day of _____, 2022.

VILLAGE OF MAGDALENA

Richard Rumpf, Mayor

Attest:

Carleen Gomez, Deputy Clerk

570107

Statement

DATE

7/26/2022

TERMS

TO

Magdalena Village Water Tank

IN ACCOUNT WITH

Zamora Brothers LLC

P.O. Box 1221

Magdalena N.M. 87825

	Breaking Concrete 2 buyers	93 hr @ \$150	13950	00
	Hauling D&R Tanks Equipment up to ^{Removal} roads	5 hr @ \$200	1000	00
	Steely with Dozer Ripping Rock and hauling with Dozer	8 hr @ \$125	1000	00
	Hauling off concrete	12 loads @ \$250	3000	00
	Backhoe rent with Rock Breaker		6492	69
			25,442	69
		Tax	1892	30

CURRENT

OVER 30 DAYS

OVER 60 DAYS

TOTAL AMOUNT

27,334 99

Infrastructure Capital Improvement Plan FY 2023-2027

ICIP for Magdalena

Contact: Francesca Smith
PO Box 145
Magdalena, NM 87825

Telephone No.: (575) 854-2261

Email Address: clerk@villageofmagdalena.com

County: Socorro

Entity Type: MU

Procurement Officer Name: Richard Rumpf

Telephone No.: (575)854-2261

Email Address: mayor@villageofmagdalena.com

Financial Officer Name: Michael Steininger

Telephone No.: (505)239-9806

Email Address: msteininger@rebmgmtllc.com

Executive Order 2013-006 Compliance

Is your entity compliant with Executive Order 2013-006? Yes

Does your entity have an asset management plan and/or inventory listing of capital assets? Yes

Entity Planning: Process, Nature/Effect/Options/Recommendations of Trends

Process

There was one open and scheduled meeting. The public was encouraged to participate in the review process. The list of proposed projects began with a review of the previous ICIP. New projects were put forward by the Trustees reflecting the community needs. Upon deliberation the projects have been listed on the ICIP Project Summary in a priority order. The projects take into consideration the capital goals and the likely availability of funds.

Goals

The Village of Magdalena is in need of a new storage tank to hold more water and replace water lines. The Village of Magdalena needs to meet and maintain sanitary survey requirements as outlined by law and governed by NMED and US EPA. The Village has prepared a PER and Water Conservation Plan. A new Marshal's office is needed as the current Marshal's office is old, has leaks and a mold problem.

Factors/Trends Considered

Although State and Federal agencies have provided funding assistance and support in recent years, general fund revenues need to take on a significant growth pattern if Magdalena is to improve and maintain its infrastructure. The Village of Magdalena is growing and also the demand for more services to be provided.

Infrastructure Capital Improvement Plan FY 2023-2027

Magdalena Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2023	2024	2025	2026	2027	Total Project Cost	Total Amount Not Yet Funded	Phases?
24006	2023	001	Water System Improvements	Water - Water Supply	408,955	1,091,045	0	0	0	0	1,500,000	1,091,045	Yes
14346	2023	002	Village Street Improvements	Transportation - Highways/Roads/Bridges	288,339	1,000,000	0	0	0	0	1,288,339	1,000,000	Yes
34058	2024	001	Wastewater Improvements & Maintenance	Water - Wastewater	37,500	0	2,137,500	0	0	0	2,175,000	2,137,500	Yes
10725	2025	001	Marshal's Office/Municipal Court	Facilities - Administrative Facilities	0	0	0	565,000	0	0	565,000	565,000	No
12339	2026	001	Municipal Complex Phase II	Facilities - Libraries	0	0	0	0	400,000	0	400,000	400,000	No
34059	2027	001	Community Events Complex	Facilities - Convention Facilities	0	0	0	0	0	2,500,000	2,500,000	2,500,000	Yes
10036	2027	002	Health Clinic Expansion	Facilities - Health-Related Cap Infrastructure	0	0	0	0	0	300,000	300,000	300,000	No

Number of projects: 7

Funded to date:	734,794	Year 1:	2,091,045	Year 2:	2,137,500	Year 3:	565,000	Year 4:	400,000	Year 5:	2,800,000	Total Project Cost:	8,728,339	Total Not Yet Funded:	7,993,545
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Grand Totals

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 001 **Priority:** High **ID:** 24006
Project Title: Water System Improvements **Class:** Replace Existing **Type/Subtype:** Water - Water Supply
Contact Name: Francesca Smith **Contact Phone:** 575-854-2261 **Contact E-mail:** clerk@villageofmagdalena.com
Total project cost: 1,500,000 **Proposed project start date:** 10/1/2023

Project Location: 3 Miles east of Magdalena Hwy 60 east Magdalena NM 87825 **Latitude:** N34 07'48" **Longitude:** W107 12'
Legislative Language: To plan, design, construct and equip water system improvements for the Village of Magdalena in Socorro County.
Scope of Work: Plan, design, construct and equip water system improvements to include: a new water storage tank that holds at least 500,000 gallons for residential consumption, a booster pump station for well, a new water line on the south side of highway 60 in the right of way to continue to serve customers east of the Village. We will send out an RFP or ITB for the purchase process. To date, we have replaced all of the meters with radio read water meters.

Secured and Potential Funding Budget:						
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.						
Please complete table below with all secured and potential funding sources.						
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
NMFA	200,000	No	0	0		Applying for this year
NMED	306,750	Yes	306,750	0	9/1/2022	DWRLF Subsidy Amt
NMEDDL	102,205	Yes	102,205	0	9/1/202	DWRLF Loan Amt
CAP	516,045	No	0	0		
FGGRANT	375,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	1,500,000		408,955	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.							
Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
				Estimated Costs Not Yet Funded			

Infrastructure Capital Improvement Plan FY2023-2027

	Yes	0	0	0	0	0	0	0	0	0	0
Water Rights	No	0	0	0	0	0	0	0	0	0	0
Easements and Rights of Way	Yes	0	50,000	0	0	0	0	0	0	0	50,000
Acquisition	Yes	0	0	0	0	0	0	0	0	0	0
Archaeological Studies	Yes	0	0	0	0	0	0	0	0	0	0
Environmental Studies	Yes	0	0	0	0	0	0	0	0	0	0
Planning	No	20,000	60,000	0	0	0	0	0	0	0	80,000
Design (Engr./Arch.)	No	20,000	100,000	0	0	0	0	0	0	0	120,000
Construction	No	168,955	266,045	0	0	0	0	0	0	0	435,000
Furnish/Equip/Vehicles	No	200,000	615,000	0	0	0	0	0	0	0	815,000
TOTALS		408,955	1,091,045	0	0	0	0	0	0	0	1,500,000
Amount Not Yet Funded: 1,091,045											

PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	537,500	Yes	Yes	Yes	Yes	No	8
2	537,500	Yes	Yes	Yes	Yes	No	8
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	1,075,000						

Infrastructure Capital Improvement Plan FY2023-2027

	Yes					
Has your local government/agency budgeted for operating expenses for the project when it is completed?						
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	225,000	230,000	235,000	240,000	245,000	1,175,000
Annual Operating Revenues	230,000	235,000	240,000	245,000	250,000	1,200,000

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings

We will save money by having an upgraded line that does not leak. Currently, the line east of Magdalena is on private property and has many leaks.

Entities who will assume the following responsibilities for this project:

Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena
No	No	No	No	No	No

Lease/operating agreement in place?

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself?

No

If yes, please list the other entity.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?

Yes

Please explain. We plan to have the water engineer be the oversight to make sure the project is done correct and in a timely fashion. The Clerk/Treasurer will be procurement officer for the project.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?

No

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision?

Yes

Infrastructure Capital Improvement Plan FY2023-2027

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

This will benefit all residents that receive Village water, which is about 950 residents.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 002 **Priority:** High **ID:**14346
Project Title: Village Street Improvements **Class:** Renovate/Repair **Type/Subtype:** Transportation - Highways/Roads/Bridges
Contact Name: Francesca Smith **Contact Phone:** 575-854-2261 **Contact E-mail:** clerk@villageofmagdalena.com
Total project cost: 1,288,339 **Proposed project start date:** 10/01/2023
Project Location: 108 N. Main Street Magdalena NM 87825 **Latitude:** 34° 7'6.25 **Longitude:** 107°14'38.65
Legislative Language: To plan, design, construct and equip the repair of all paved streets and dirt streets within the Village of Magdalena in Socorro County.
Scope of Work: To plan, design & construct street improvements to include: repair of all paved streets; Cobb, Dakota, Duggins, Ash, Chestnut, Elm, Main, Oak, Pine, Spruce, Pierson, & Cedar Streets to include curb, gutter, pot pole & cut patching, chip sealing/repaving, fog sealing &/or crack sealing; repair of all dirt streets including drainage; Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Las Tuzas, Main & Ash Streets to include building dirt streets up with base coarse and grading of said dirt streets. We will use RFP and ITB procurement process to secure contractors to complete the work. The RFP and ITB procurement process will be used for the purchase of a street sweeper, blade and roller. To date, we have chip sealed 5 Village Streets to include: Pine Street, Spruce Streets, Elm Street, Ash Street, Cedar Street, Main Street and Chestnut Street.

Secured and Potential Funding Budget:			
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.			
Please complete table below with all secured and potential funding sources.			
Funding Source(s)	Funding Amount	Applied For? Yes or No	Date(s) Received
DOT	45,000	Yes	12/1/2016
DOT	32,711	Yes	6/1/2017
CAP	500,000	No	9/12/2018
CDBG	700,000	No	
DOT	34,020	Yes	6/1/20018
DOT	44,782	Yes	6/5/2019
DOT	56,826	Yes	
	0	No	
TOTALS	1,413,339		156,513

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.
 Estimated Costs Not Yet Funded _____

Infrastructure Capital Improvement Plan FY2023-2027

	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	Yes	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	25,000	0	0	0	0	25,000
Design (Engr./Arch.)	No	0	25,000	0	0	0	0	25,000
Construction	No	288,339	550,000	0	0	0	0	838,339
Furnish/Equip/Vehicles	No	0	400,000	0	0	0	0	400,000
TOTALS		288,339	1,000,000	0	0	0	0	1,288,339
			Amount Not Yet Funded					
			1,000,000					

PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	575,000	Yes	Yes	Yes	Yes	Yes	12
2	425,000	Yes	Yes	Yes	Yes	Yes	12
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0

Infrastructure Capital Improvement Plan FY2023-2027

TOTAL	1,000,000
--------------	------------------

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes
If no, please explain why:	
ANNUAL OPERATING BUDGET	
Annual Operating Expenses plus Debt Service	51,000
Annual Operating Revenues	100,000

Does the project lower operating costs?

Yes

The roads will be back into the shape that should be in, then we will just have to pay the cost of maintaining them.

Entities who will assume the following responsibilities for this project:

Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena
No	No	No	No	No	No

Lease/operating agreement in place?

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? No
If yes, please list the other entity.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
Please explain. The Village will hire a Project Manager to make sure the work is performed as it was agreed to be done.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No
If yes, please explain.

Infrastructure Capital Improvement Plan FY2023-2027

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?
If yes, please explain and provide the number of people that will benefit from the project.**

Yes

This project will benefit all 950 residents within the Village and all transients traveling through

No

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2023-2027

	Yes	0	0	0	0	0	0
Easements and Rights of Way Acquisition	Yes	0	0	0	0	0	0
Archaeological Studies	No	0	0	0	0	0	0
Environmental Studies	No	0	0	0	0	0	0
Planning	No	37,500	0	0	0	0	37,500
Design (Engr./Arch.)	No	0	175,000	0	0	0	175,000
Construction	No	0	1,000,000	0	0	0	1,000,000
Furnish/Equip/Vehicles	No	0	962,500	0	0	0	962,500
TOTALS		37,500	2,137,500	0	0	0	2,175,000
Amount Not Yet Funded		2,137,500					

PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	587,500	No	Yes	Yes	Yes	No	8
2	587,500	No	Yes	Yes	Yes	No	12
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	1,175,000						

Infrastructure Capital Improvement Plan FY2023-2027

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes				
If no, please explain why:					
ANNUAL OPERATING BUDGET					
Annual Operating Expenses plus Debt Service	YEAR 1 100,000	YEAR 2 102,000	YEAR 3 104,000	YEAR 4 106,000	YEAR 5 108,000
Annual Operating Revenues	140,000	142,000	144,000	146,000	148,000
					TOTAL 520,000
					720,000

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings
Entities who will assume the following responsibilities for this project:

Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena
No	No	No	No	No	No

Lease/operating agreement in place?

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? No
If yes, please list the other entity.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
Please explain. The Village Clerk/Treasurer will be the procurement officer for the project.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No
If yes, please explain.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
If yes, please explain and provide the number of people that will benefit from the project. This project would benefit the entire population of the Village which is approximately 950 citizens.

Infrastructure Capital Improvement Plan FY2023-2027

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

The sewer lines are over 100 years old. Some of the sewer lines could have small leaks which seep into the ground which could potentially contaminate drinking water.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

ID:10725

Priority: High

Year/Rank 2025 001

Type/Subtype: Facilities - Administrative Facilities

Project Title: Marshal's Office/Municipal Court

Class: New

Contact E-mail: clerk@villageofmagdalena.com

Contact Name: Francesca Smith

Contact Phone: 575-854-2261

Proposed project start date: 2025

Longitude: -107.230942

Latitude: 34.122359

Project Location: By Steer tank and booster station right outside of town Magdalena NM 87825
Legislative Language: To plan, design, construct and furnish a new Marshal's office and Municipal Court in Magdalena, NM, Socorro County.

Scope of Work: To plan, design, construct and furnish a new Marshal's office and Municipal Court. Village currently owns the land that it is planned to be built on. This project was on the bottom of the ICIP list before, but because of a mold problem it was moved to a higher priority. The building will be 1800 square foot with a 4000 square foot secure fencing which includes secure access official parking, drive thru bay for prisoner and vehicle searches and an impound area. There will be a 3000 square foot parking area in front for public parking. The building will be constructed of metal frame and studs with stucco on the outside and 1/4 of the way from ground will be brick, roof will be metal. The floor will be concrete with carpet and tile. Office furniture will consist of: 6 office desks & chairs, one couch bench, 14 office visitors chairs, 10 shelf cabinets, 1 large table in conference room, 9 end tables, a metal bench for holding cell, 3 toilets and sinks for bathrooms, double sink for utility room, hot water heater, forced air heating system, 1 complete cooling system.

Secured and Potential Funding Budget:					
State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.					
Please complete table below with all secured and potential funding sources.					
Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received Comment
CDBG	900,000	No	0	0	
	0	No	0	0	
	0	No	0	0	
	0	No	0	0	
	0	No	0	0	
	0	No	0	0	
	0	No	0	0	
	0	No	0	0	
	0	No	0	0	
	0	No	0	0	
TOTALS	900,000		0	0	

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Infrastructure Capital Improvement Plan FY2023-2027

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2023	2024	2025	2026	2027	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	Yes	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	0	25,000	0	0	0	25,000
Construction	No	0	0	465,000	0	0	0	465,000
Furnish/Equip/Vehicles	No	0	0	75,000	0	0	0	75,000
TOTALS		0	0	565,000	0	0	0	565,000
			Amount Not Yet Funded 565,000					

PHASING BUDGET

Can this project be phased? No
 Phasing: Stand Alone: No Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund. If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0

Infrastructure Capital Improvement Plan FY2023-2027

5	0	No	No	No	No	0
TOTAL						

	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	220,000	225,000	230,000	235,000	240,000	1,150,000
Annual Operating Revenues	221,000	226,000	231,000	236,000	241,000	1,155,000

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
Lease/operating agreement in place?	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Currently the Marshal's office/Municipal Court is.
	No	No	No	No	No	No

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
- (e) If yes, please list the other entity. The requested funds will complete project, allowing the new Marshal's Office/Municipal Court to open as soon as construction is complete.
Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
Please explain. The Clerk/Treasurer will keep a close eye on the budget while working closely with DFA on reporting, the contractors, Mayor, Council and Department heads.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No

Infrastructure Capital Improvement Plan FY2023-2027

If yes, please explain.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision?
If yes, please explain and provide the number of people that will benefit from the project.

Yes

The new Marshal's office/Municipal Court would be right off highway 60, easy access for everyone.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

In the current building is over 100 years old and there is a severe mold problem that could harm employees and public. We have no other building at this time for the Marshal's Office.

Infrastructure Capital Improvement Plan FY2023-2027

	Yes	0	0	0	0	0	0	0	0	0	0
Water Rights	Yes	0	0	0	0	0	0	0	0	0	0
Easements and Rights of Way	Yes	0	0	0	0	0	0	0	0	0	0
Acquisition	Yes	0	0	0	0	0	0	0	0	0	0
Archaeological Studies	Yes	0	0	0	0	0	0	0	0	0	0
Environmental Studies	Yes	0	0	0	0	0	0	0	0	0	0
Planning	Yes	0	0	0	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	0	0	0	0	0	25,000	0	0	25,000
Construction	No	0	0	0	0	0	0	350,000	0	0	350,000
Furnish/Equip/Vehicles	No	0	0	0	0	0	0	25,000	0	0	25,000
TOTALS		0	0	0	0	0	0	400,000	0	0	400,000
Amount Not Yet Funded											400,000

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						0

Infrastructure Capital Improvement Plan FY2023-2027

Has your local government/agency budgeted for operating expenses for the project when it is completed?	No					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	45,000	45,900	46,818	47,754	48,709	234,181
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings
 Entities who will assume the following responsibilities for this project:

Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena
No	No	No	No	No	No

Lease/operating agreement in place?

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years
- (b) Has the project had public input and buy-in? No
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? No
 If yes, please list the other entity.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? No
 Please explain.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes
 If yes, please explain.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? No
 If yes, please explain and provide the number of people that will benefit from the project.
- (h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and Yes

Infrastructure Capital Improvement Plan FY2023-2027

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2023-2027

	Yes					
Has your local government/agency budgeted for operating expenses for the project when it is completed?						
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	2,500	3,000	4,000	5,000	6,000	20,500
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings
Entities who will assume the following responsibilities for this project:

Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena	Village of Magdalena
No	No	No	No	No	No

Lease/operating agreement in place?

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? No
If yes, please list the other entity.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
Please explain. Joint Utility Manager will be in charge of oversight of project and Clerk/Treasurer will be procurement officer for project.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No
If yes, please explain.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? No
If yes, please explain and provide the number of people that will benefit from the project.
- (h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

Infrastructure Capital Improvement Plan FY2023-2027

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Infrastructure Capital Improvement Plan FY2023-2027

Easements and Rights of Way	Yes	No	0	0	0	0	0	0	0	0	0
Acquisition	Yes	0	0	0	0	0	0	0	0	0	0
Archaeological Studies	Yes	0	0	0	0	0	0	0	0	0	0
Environmental Studies	Yes	0	0	0	0	0	0	0	0	0	0
Planning	No	0	0	0	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	0	0	0	0	0	0	0	25,000	25,000
Construction	No	0	0	0	0	0	0	0	0	25,000	25,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0	0	250,000	250,000
TOTALS		0	0	0	0	0	0	0	0	300,000	300,000
Amount Not Yet Funded											300,000

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

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If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0	No	No	No	No	No	0

Infrastructure Capital Improvement Plan FY2023-2027

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

VILLAGE OF MAGDALENA

COUNTY OF SOCORRO

Resolution No.2022-15

A RESOLUTION

ADOPTING THE FY 2024-2028 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

WHEREAS, the municipality of Magdalena recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF MAGDALENA that:

1. The county/municipality/tribal government/special district has adopted the attached FY 2024-2028 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. 2021-12.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of August 8, 2022

Mayor/County Commission Chair/Board Chair

ATTEST:

Municipal/County Clerk/Other Testator