



VILLAGE OF MAGDALENA
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AGENDA
NOTICE OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
MONDAY, MARCH 27, 2017
VILLAGE HALL 108 N. MAIN STREET 6:00 PM

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES

a. REGULAR MEETING – MARCH 13, 2017

6. APPROVAL OF CASH BALANCE REPORT
7. APPROVAL OF BILLS
8. MAYOR'S REPORT
9. CLERK'S REPORT

a. OPENING OF SEALED BIDS – DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF BID(S) FOR THE FOLLOWING VEHICLES/EQUIPMENT:

- I. INTERNATIONAL NAVASTAR 4900 GARBAGE TRUCK
- II. 1000 GALLON GAS TANK W/ STAND & NOZZLE

10. BRYAN ROMKEY -- DISCUSSION & POSSIBLE DECISION REGARDING APPOINTING CITIZEN TO SERVE ON LIBRARY BOARD
11. LYNDA MIDDLETON -- CDBG REPORT
12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL FOR BON FIRE TO ACCOMPANY APACHE DANCE
13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION #2017-02, AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE VILLAGE OF MAGDALENA, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, IN THE PRINCIPAL AMOUNT OF \$33,692 FOR THE PURPOSE OF FINANCING COSTS OF PURCHASING A TRACTOR WITH ACCESSORIES FOR THE GOVERNMENTAL UNIT, PAYING A LOAN PROCESSING FEE, AND EVIDENCING THE SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO REPAY THE PRINCIPAL AMOUNT OF \$33,692, TOGETHER WITH INTEREST THEREON; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY

FROM A FIRST LIEN ON THE NET REVENUES OF THE GOVERNMENTAL UNIT'S JOINT UTILITY SYSTEM; 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

- 14. PUBLIC HEARING – DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION #2017-08, AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY**
- 15. DISCUSSION & POSSIBLE DECISION REGARDING SCHEDULING FY 18 BUDGET HEARING**
- 16. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF CLERK/TREASURER TO ATTEND 2017 BUDGET WORKSHOP**
- 17. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO GO OUT FOR BID ON FENCING PROJECT AT OLD LANDFILL**
- 18. PUBLIC INPUT – 1 TOPIC PER PERSON – 3 MINUTE LIMIT**
- 19. EXECUTIVE SESSION – 10-15-1(H)(2), LIMITED PERSONNEL MATTERS**
 - a. JOINT UTILITY WORKER (S)**
 - b. COURT CLERK/RECEPTIONIST**
- 20. DISCUSSION & POSSIBLE DECISION REGARDING HIRING OF JOINT UTILITY WORKER POSITION**
- 21. DISCUSSION & POSSIBLE DECISION REGARDING REVISING OF COURT CLERK/RECEPTIONIST POSITION DESCRIPTION**
- 22. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO POST COURT CLERK/RECEPTIONIST POSITION**
- 23. 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 8725. 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 575-834-2261 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.

**Minutes of the Regular Meeting of the Village of Magdalena
Board of Trustees
Held Monday, March 13, 2017 at 6:00 p.m.**

DRAFT

Mayor Richard Rumpf called the meeting to order at 6:00 p.m.

Present: Mayor Richard Rumpf, Tyler Scartaccini, Donna Dawson, Jose Castanon, Stephanie Finch - Clerk/Treasurer, Attorney Kathy Riley

Absent: Lynda Middleton

Guests: Fred Hollis, Carol Hollis, Dolly Dawson, Kimberly Nesvig-Landry, Gene Ganadonegro, John Larson, Larry Cearley, Lyda Gunter, Bryan Romkey, Mike Danielson, Carleen Gomez - Deputy Clerk

Mayor Richard Rumpf requested that Mr. Fred Hollis lead the gallery in reciting the Pledge of Allegiance.

Approval of Agenda: Mr. Scartaccini motioned to approve the agenda as presented, seconded by Ms. Dawson. The motion carried unanimously.

Approval of Minutes: Ms. Dawson motioned to approve the minutes of the regular meeting of February 27, 2017, as amended, seconded by Mr. Scartaccini. The motion carried unanimously.

Approval of Cash Balance Report: Ms. Dawson motioned to approve the bills first and approve the cash balance report after the bills are discussed, seconded by Mr. Castanon. The motion carried unanimously.

Approval of Bills: Ms. Dawson motioned to remove the New Mexico Rural Water Association registration from the bill list until it was discussed later in the meeting, seconded by Mr. Castanon. The motion carried unanimously.

Ms. Dawson motioned to approve the rest of the bills, seconded by Mr. Scartaccini. The motion carried unanimously.

Bugs Or Us Pest Control	\$190.00	Larry Cearley	\$110.40
Eagle Wholesale Company	49.28	El Defensor Chieftain	41.22
Gall's	193.94	Carleen Gomez	102.06

Hall Environmental	203.89	Lucky Signs	188.00
Magdalena Chamber	508.55	NMRWA	1,725.00
Northern Tool	115.48	NTS Communications	47.29
O'Reilly Auto Parts	36.37	Pitney Bowes	241.32
Presbyterian Medical	93.75	Public Safety Center	237.93
Rak's Building Supply	5.99	Sierra Propane	873.38
Socorro County	2,000.00	Verizon Wireless	584.87
Wex Bank	1,318.68	Williams Windmill	10.63
WNM Communications	1,184.73		

Mayor's Report

Mayor Rumpf stated that he went to Santa Fe for the New Mexico Municipal League Municipal Day. He attended a mandatory annual safety training. He also stated that he and Clerk Finch met with the New Mexico Environment Department concerning the penalty the Village received for the transfer station.

Clerk's Report

Clerk Finch reported that she got the online utility billing up and running and it works off of a link on the Village's website. Clerk Finch explained the process of using the service.

a. Opening Of Sealed Bids - Discussion & Possible Decision Regarding Approval Of Bid(s) For The Following Vehicles/Equipment

i. International Navastar 4900 Garbage Truck

Clerk Finch stated that no bids were received for the garbage truck.

Mr. Scartaccini motioned to lower the minimum bid for the garbage truck to \$200.00 and open bids at the next regular meeting, seconded by Mr. Castanon. The motion carried unanimously.

ii. 1988 International Dump Truck

Mr. Scartaccini motioned to keep the dump truck and not put it up for bid, seconded by Mr. Castanon. The motion carried unanimously.

iii. 1000 Gallon Gas Tank W/ Stand & Nozzle

Clerk Finch stated that no bids were received for the gas tank.

Mr. Scartaccini motioned to lower the minimum bid for the gas tank to \$250.00 and open the bids at the next regular meeting, seconded by Ms. Dawson. The motion carried unanimously.

iv. 1000 Gallon Diesel Tank W/ Stand & Nozzle
Clerk Finch stated that a bid was received in the amount of \$410.00 for the diesel tank.

Ms. Dawson motioned to accept the bid of \$410.00, seconded by Mr. Castanon. The motion carried unanimously.

v. Bat Wing Mower
Clerk Finch stated that a bid was received for the mower in the amount of \$300.00.

Ms. Dawson motioned to accept the bid of \$300.00, seconded by Mr. Scartaccini. The motion carried unanimously.

b. Discussion & Possible Decision Regarding Approval Of Fund Number Changes
Clerk Finch explained that because everything is now in the same bank account it is necessary to change the fund numbers.

Mr. Scartaccini motioned to approve the request, seconded by Ms. Dawson. The motion carried unanimously.

Department Reports

EMS

Fire Captain Richard Rumpf reported that there had been five calls recently. He stated that the department is still updating things on the ambulance.

FIRE

Fire Captain Rumpf stated that there had not been any fire calls.

MARSHAL

A report was submitted by Marshal Larry Cearley and reviewed by the Board. Ms. Dawson asked Marshal Cearley how the new Deputy was working out. Marshal Cearley stated that things were going good.

JUDGE

No report was submitted.

PUBLIC WORKS

Clerk Finch stated that a report was submitted by both Fred Black and Jake Finch. Ms. Dawson asked when Mr. Jake Finch was approved as the new Supervisor for the Joint Utility Department.

Mayor Rumpf stated that it would be on the next agenda.

LIBRARY

A report was submitted by Librarian Yvonne Magener and reviewed by the Board.

Fred Hollis - Discussion & Possible Decision Regarding Approval Of Socorro County Emergency Management Plan

Mr. Hollis with Socorro County Management introduced himself and explained the Counties Emergency Management Plan. He stated that several different entities would be adopting this plan and it would assist in getting funding such as grants for equipment. He explained that the Village of Magdalena already receives emergency services through this system but this agreement spells everything out. Mr. Hollis stated that he is requesting that the Village adopt the County plan as their own.

Ms. Dawson motioned to adopt the Socorro County Emergency Management Plan, seconded by Mr. Castanon.

Mayor Rumpf requested that Clerk Finch take a roll call vote:

Mr. Scartaccini AYE

Ms. Dawson AYE

Mr. Castanon AYE

The motion carried unanimously.

Discussion & Possible Decision Regarding Approval To Post Court Clerk/Receptionist Position

Mr. Scartaccini motioned to post the court clerk/receptionist position. The motion failed for the lack of a second.

Mr. Castanon suggested that the position only be posted as a court clerk position.

Mr. Castanon motioned to post the court clerk position only, seconded by Ms. Dawson. The motion carried unanimously.

Clerk Finch requested a roll call vote:

Mr. Scartaccini NAY

Ms. Dawson AYE

Mr. Castanon AYE

The motion carried by majority.

Discussion & Possible Decision Regarding Approval To Have Fire For Apache War Dance

Ms. Dawson stated that she would like to see the agreement between the dancers and the property owners.

Mrs. Lyda Gunter stated that she should be able to provide that as well as a plat map and copy of the insurance.

Ms. Dawson motioned to table this item until the next meeting, seconded by Mr. Scartaccini. The motion carried unanimously.

Discussion & Possible Decision Regarding Approval Of Weather Station To Be Installed At The Airport

Mayor Rumpf stated that Mr. Philip Dooley is requesting that he be allowed to put up a weather station at the Magdalena Municipal Airport. Mayor Rumpf stated that Mr. Dooley's proposal states that he will need to set a pole near the windsock and the Wi-Fi will be paid for by Mr. Lee Scholes to transmit data. He also requested access to electricity in the airport building.

Mr. Scartaccini motioned to approve the request, seconded by Ms. Dawson. The motion carried unanimously.

Discussion & Possible Decision Regarding Approval To Lease Land At Airport For Individual To Build Hangar

Clerk Finch stated that the hangars at the airport do not have utilities and the individual is requesting electricity, water and gas.

Mr. Scartaccini motioned to approve the lease without utilities, seconded by Mr. Castanon. The motion carried unanimously.

Discussion & Possible Decision Regarding Rescheduling Community Clean Up Day

Mr. Scartaccini motioned to schedule the Community Clean-Up Day for April 22nd, or April 29th if the county bins are available and if not go with the original dates planned, seconded by Ms. Dawson. The motion carried unanimously.

Discussion & Possible Decision Regarding Approval To Install Light Pole At The Corner Of Elm And Fourth Street

Ms. Dawson stated that three people are requesting a street light at the corner of Elm and Fourth Street. She stated that those people are Mr. Steve Troy, Mrs. Rita Broaddus and another individual of which she did not know the name. Ms. Dawson stated that the area is dark and it is a safety concern with all the recent break ins. Clerk Finch stated that in speaking with the Socorro Electric Cooperative there may be the need for two poles to be put in and if that is the case it would cost approximately \$15,000.00. Mr. Scartaccini stated that the home

or property owners could have security lights put in because the Village could not afford that cost. He stated that if it is done for one person it will have to be done for all who request it.

Mr. Scartaccini motioned to not put a street light in at the corner of Elm and Fourth Street. The motioned failed for the lack of a second.

Discussion & Possible Decision Regarding Choosing Voting Delegate And Alternate Delegate For The NMRWA

Ms. Dawson motioned to appoint Mayor Rumpf as the voting delegate and Mr. Scartaccini as the alternate, seconded by Mr. Castanon. The motion carried unanimously.

Discussion & Possible Decision Regarding Joint Utility Manager To Attend NMRWA Annual Conference

Ms. Dawson motioned to amend to a Joint Utility Worker and allow Mr. Jake Finch to attend the NMRWA Annual Conference, seconded by Mr. Castanon. The motion carried unanimously.

Discussion & Possible Decision Regarding Approval Of Resolution #2017-07, A Resolution Setting Fees & Establishing Process For Payment For Marshal Department Services

Mr. Scartaccini motioned to approve Resolution #2017-07, seconded by Ms. Dawson.

Mayor Rumpf requested that Clerk Finch take a roll call vote:

Mr. Scartaccini AYE

Ms. Dawson AYE

Mr. Castanon AYE

The motion carried unanimously.

Discussion & Possible Decision Regarding Approval Of Professional Legal Services Contract Between The Village Of Magdalena And Nance, Pato & Stout, LLC.

Attorney Kathy Riley stated that she could compromise and instead of raising the price per month she can attend only one meeting per month and be available by phone if needed.

Ms. Dawson motioned to approve the Professional Legal Services Contract, seconded by Mr. Scartaccini.

Mayor Rumpf requested that Clerk Finch take a roll call vote:

Mr. Scartaccini AYE

Ms. Dawson AYE

Mr. Castanon AYE

The motion carried unanimously.

**Discussion & Possible Decision Regarding Approval Of Contract
Between Magdalena Volunteer Fire Department And EMS Billing
Services, Inc.**

Clerk Finch stated that in their contract EMS Billing is following Nebraska law and not New Mexico procurement laws, therefore she needs to contact them to make all applicable changes.

Ms. Dawson motioned to table the item until the next agenda, seconded by Mr. Scartaccini. The motion carried unanimously.

Public Input - 1 Topic Per Person - 3 Minute Limit

Marshal Larry Cearley stated that he saw an issue with number thirteen on the agenda concerning the lessee and lessor for the Apache War Dancers fire. Marshal Cearley stated that we did not need to know that information. Mr. Scartaccini agreed.

Mr. Bryan Romkey stated that he believes that there are plenty of street lights in the Village.

Ms. Dawson motioned to adjourn the meeting at 7:01 p.m., seconded by Mr. Scartaccini. The motion carried unanimously.

Respectfully Submitted,

Stephanie Finch
Clerk/Treasurer

Richard Rumpf
Mayor

Minutes Taken By:

Carleen B. Gomez, CMC
Deputy Clerk



VILLAGE OF MAGDALENA

REQUEST TO BE PLACED ON AGENDA

Todays Date: 3/13/17
Date of Meeting: 3/27/17
Name: Bryan Romkey
Address: P.O. Box 1288 Magdalena NM Zip: 87825
Phone Number: 505 273-1295
Email Address: yungbob@yahoo.com

Item request will be for: (Please check one)

☐ Information Only

☐ Action Item

☐ Discussion/Action

☐ Public Hearing

☐ Report

☐ Other: _____

Brief description of topic to be discussed:

Please attach one original of any documents pertaining to the topic. We do allow handouts at meeting.

Request Acceptance of
Judith Shumway as new
member Library Board of directors
To replace resigned member

Signature: [Signature]

Please return to:

Stephanie Finch, Clerk/Treasurer
Village of Magdalena
Magdalena, NM 87825

Phone: 575-854-2261 * Fax: 575-854-2273 * Email: clerk@villageofmagdalena.com

Mayor's Approval: [Signature] Date: 3-14-2017

21 March 2017

To Whome It May Concern,

I am interested in serving on the
Library Board of Magdalena.

Jeffrey Skarned
PO Box 1289
Magdalena, NM 87825
602-513-1528

VILLAGE OF MAGDALENA, NEW MEXICO
RESOLUTION NO. 2017-02

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE VILLAGE OF MAGDALENA, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, IN THE PRINCIPAL AMOUNT OF \$33,692 FOR THE PURPOSE OF FINANCING COSTS OF PURCHASING A TRACTOR WITH ACCESSORIES FOR THE GOVERNMENTAL UNIT, PAYING A LOAN PROCESSING FEE, AND EVIDENCING THE SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO REPAY THE PRINCIPAL AMOUNT OF \$33,692, TOGETHER WITH INTEREST THEREON; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM A FIRST LIEN ON THE NET REVENUES OF THE GOVERNMENTAL UNIT'S JOINT UTILITY SYSTEM; 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.

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 be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement; and

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

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

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from a first lien on 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 Section 3-31-1 through 3-31-12, NMSA 1978, and with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Clerk-Treasurer this Resolution and the form of the Loan Agreement, which is 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 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 capitalized terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan 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 Clerk-Treasurer.

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

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

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

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

“Expenses” means the cost of execution 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 and held by the Finance Authority to pay principal and interest on the Loan Agreement as the same become due.

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

“Governing Body” means the 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.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of joint utility services or facilities, or any other service, commodity or facility or any combination thereof furnished to the inhabitants in the Service Area.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption, and except as provided in the Loan Agreement.

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

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

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

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on Exhibit “A” to the Loan Agreement.

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

“Net Revenues” means the Gross Revenues after deducting Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

- (a) Legal and overhead expenses of the various Governmental Unit departments directly related and reasonably allocable to the administration of the System;
- (b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;
- (c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;
- (d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;
- (e) The costs of audits of the books and accounts of the System;
- (f) Amounts required to be deposited in any rebate fund;
- (g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and
- (h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit’s general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the

operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

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

“Pledged Revenues” means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments.

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

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

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

“Resolution” means this Resolution No. 2017-02 adopted by the Governing Body on March 27, 2017 approving the Loan Agreement as amended from time to time.

“State” means the State of New Mexico.

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

“System” means the municipally owned public utility designated as the Governmental Unit’s joint utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Governmental Unit through purchase, condemnation, construction or otherwise, including all expansions, extensions enlargements and improvements of or to the joint enterprise system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Governmental Unit designated by the Governing Body as part of the joint enterprise system, whether situated within or without the limits of the Governmental Unit.

“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, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan

Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

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

A. The Project is needed to meet the needs of the Governmental Unit and 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 costs 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 pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of and the public served by the Governmental Unit.

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

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

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 - 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 evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$33,692, plus interest thereon, and the execution and delivery of the Loan Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project; (ii) fund the Loan Agreement Reserve Account; (iii) pay the Processing Fee; and (iv) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form 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 \$33,692, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on

May 1 and November 1 of each year, beginning on May 1, 2017 at the rates designated in Exhibit "B" to the Loan Agreement.

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

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with 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, Finance Authority Debt Service Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account; and (ii) the payment of the Processing Fee to the Finance Authority, all as set forth in Exhibit "A" to the Loan Agreement.

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

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of 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. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest, premium, if any, and other amounts 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 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 bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

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

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 and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the publication of the summary of this 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 has 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 Resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or Resolution, 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 Clerk-Treasurer 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. 2017-02, duly adopted and approved by the Governing Body of the Village of Magdalena, New Mexico, on March 27, 2017. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the Clerk-Treasurer, 108 N. Main Street, Magdalena, New Mexico.

The title of the Resolution is:

**VILLAGE OF MAGDALENA, NEW MEXICO
RESOLUTION NO. 2017-02**

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE VILLAGE OF MAGDALENA, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, IN THE PRINCIPAL AMOUNT OF \$33,692 FOR THE PURPOSE OF FINANCING COSTS OF PURCHASING A TRACTOR WITH ACCESSORIES FOR THE GOVERNMENTAL UNIT, PAYING A LOAN PROCESSING FEE, AND EVIDENCING THE SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO REPAY THE PRINCIPAL AMOUNT OF \$33,692, TOGETHER WITH INTEREST THEREON; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM A FIRST LIEN ON THE NET REVENUES OF THE GOVERNMENTAL UNIT'S JOINT UTILITY SYSTEM; 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.

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 27th day of March, 2017.

VILLAGE OF MAGDALENA, NEW MEXICO

By _____
Richard Rumpf, Mayor

[SEAL]

ATTEST:

By _____
Stephanie Finch, Clerk-Treasurer

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 Clerk-Treasurer 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 _____
Stephanie Finch, Clerk-Treasurer

EXHIBIT "A"

**Meeting Agenda
of the March 27, 2017
Board of Trustees Meeting**

(See attached)

STATE OF NEW MEXICO
VILLAGE OF MAGDALENA
SOCORRO COUNTY

I, Stephanie Finch, the duly qualified and acting Clerk-Treasurer 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 at the Board of Trustees, 108 N. Main Street, Magdalena, New Mexico, on March 27, 2017, at the hour of 6:00 p.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of March, 2017.

VILLAGE OF MAGDALENA, NEW MEXICO

By _____
Stephanie Finch, Clerk-Treasurer

[SEAL]

\$33,692
VILLAGE OF MAGDALENA, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO)	
SOCORRO COUNTY) ss.	GENERAL AND NO LITIGATION
VILLAGE OF MAGDALENA)	CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly elected and chosen, Mayor and Clerk-Treasurer and Attorney for the Village of Magdalena, New Mexico (the "Governmental Unit") in Socorro County, and the State of New Mexico (the "State") (provided, that the Attorney for the Governmental Unit is certifying only as to Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 24 and 25 hereof):

Capitalized terms used in this Certificate have the same meaning as defined in Governmental Unit Resolution No. 2017-02 adopted on March 27, 2017 (the "Resolution") unless otherwise defined in this Certificate or the context requires otherwise.

1. The Governmental Unit is a political subdivision of the State and is duly organized and validly existing under and pursuant to the laws of the State, its full name being "Village of Magdalena, New Mexico."

2. The Governmental Unit was incorporated in the year 1918.

3. From at least December 20, 2016 (except as otherwise noted), to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Governmental Unit:

Mayor:	Richard Rumpf
Mayor Pro Tem:	Joseph Tyler Scartaccini
Trustees:	Lynda Middleton Donna Dawson Jose Artie Castanon
Village Clerk/Treasurer:	Stephanie Finch
Village Attorney:	Kathy Stout Riley, Esq. Nance, Pato & Stout, LLC

4. The population of the Governmental Unit is not less than seventy-five percent (75%) English speaking and is less than twenty-five percent (25%) Spanish-speaking.

5. There is no reason within our knowledge, after due inquiry with respect thereto, why the Governmental Unit may not enter into the Loan Agreement with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Resolution.

6. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement. The Loan Agreement has been duly authorized, executed and delivered by the Governmental Unit.

7. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

8. No event will result from the execution and delivery of the Loan Agreement that constitutes a default or an event of default under either the Loan Agreement or the Resolution, and no event of default and no default under the Loan Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

9. The Governmental Unit has duly authorized and approved the consummation by it of all transactions and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan Agreement.

10. A. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or to any of the actions required to be taken by the Resolution or the Loan Agreement on or prior to the date of this Certificate have been obtained and are in full force and effect; and

B. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project have been obtained and are in full force and effect.

11. None of the following does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound:

A. The Governmental Unit's adoption of the Resolution; or

B. Any action contemplated by or pursuant to the Resolution or the Loan Agreement.

12. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Governmental Unit or the Pledged Revenues since the date of the Resolution.

13. To the best of our knowledge and belief, after due inquiry with respect thereto, none of the events of default referred to in Article X of the Loan Agreement has occurred.

14. Subsequent to the adoption of the Resolution, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement.

15. The Loan Agreement prohibits the Governmental Unit from issuing any bonds or other obligations with a lien on Pledged Revenues senior to the lien thereon of the Loan Agreement on the Pledged Revenues. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues on a parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement.

16. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to the Governmental Unit's knowledge is there any basis therefor, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, premium, if any, and interest on the Loan Agreement, or in any way materially adversely affecting or questioning: (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its public projects revolving fund loan program; (c) the validity or enforceability of the Loan Agreement, or any proceedings of the Governmental Unit taken with respect to the Loan Agreement or the Resolution; (d) the execution and delivery of the Loan Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement or the Resolution.

17. The Governmental Unit has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Governmental Unit contained in the Loan Agreement and in the Resolution are true and correct as of the date hereof.

18. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest except that no representation is made with respect to industrial revenue bonds or conduit bonds payable solely from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

19. To the best of our knowledge and belief, neither the Mayor, the Clerk-Treasurer, or any member of the Governing Body, nor any other officer, employee or other agent of the Governmental Unit is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

20. Regular meetings of the Governing Body have been held at 108 N. Main Street, in Magdalena, New Mexico, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Loan Agreement. Open Meetings Act Resolution No. 2016-04, as adopted and approved by the Governing Body on March 14, 2016, establishes notice standards as required by Sections 10-15-1 through 10-15-4, NMSA 1978. Open Meetings Act Resolution No. 2016-04 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement and the Resolution was taken at meetings held in compliance with Open Meetings Act Resolution No. 2016-04.

22. The *El Defensor Chieftain* is a legal newspaper which maintains an office and is of general circulation in the Governmental Unit.

23. The Pledged Revenues 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 thirty percent (130%) of the maximum Aggregate Annual Debt Service Requirement.

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

25. The Mayor and Clerk-Treasurer, on the date of the signing of the Loan Agreement on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreements.

26. This Certificate is for the benefit of the Finance Authority.

27. This Certificate may be executed in counterparts.

[Signature page follows]

WITNESS our hands and the seal of the Governmental Unit this 12th day of May, 2017.

VILLAGE OF MAGDALENA, NEW MEXICO

By _____
Richard Rumpf, Mayor

[SEAL]

By _____
Stephanie Finch, Clerk-Treasurer

[SEAL]

APPROVED:

Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 20, 21, 22, 24 and 25 are approved and confirmed.

Kathy Stout Riley, Esq., Attorney for the
Village of Magdalena, New Mexico

\$33,692

LOAN AGREEMENT

dated

May 12, 2017

by and between

NEW MEXICO FINANCE AUTHORITY

and

VILLAGE OF MAGDALENA, NEW MEXICO

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

LOAN AGREEMENT

THIS LOAN AGREEMENT dated May 12, 2017 is entered into by and between the NEW MEXICO FINANCE AUTHORITY (“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 costs of acquiring a tractor with accessories, as more fully described on the Term Sheet attached hereto as Exhibit “A”; and

WHEREAS, the Governmental Unit is permitted and authorized to pay the Loan Agreement Payments through the Net Revenues of the System (the “Pledged Revenues”); and

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

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

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 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 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 have been authorized, approved and directed by all necessary and appropriate action of the Finance Authority.

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

ARTICLE I DEFINITIONS

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

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

“Additional Payment Obligations” mean 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, Mayor, Mayor Pro Tem and Clerk-Treasurer, and, in the case of the Finance Authority, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

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

“Bond Counsel” means nationally recognized bond counsel experienced in matters of municipal law, satisfactory to the Trustee and listed in the list of municipal bond attorneys, as

published semiannually by The Bond Buyer's Municipal Marketplace, or any successor publication, acting as Loan Counsel to the Finance Authority.

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

"Closing Date" means the date of execution and delivery 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.

"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.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water and sanitary sewer services or facilities, or any other service, commodity or facility or any combination thereof furnished to the inhabitants in the Service Area.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption, and except as provided in Section 2.1(ee) of this Loan Agreement.

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

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

"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 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.

“Net Revenues” means the Gross Revenues after deducting Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the various Governmental Unit departments directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit’s general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

“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 Standard & Poor's Ratings Services; 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 the Net Revenues of 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.

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

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

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

"Resolution" means the Governmental Unit Resolution No. 2017-02 adopted by the Governing Body on March 27, 2017, approving this Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

"Service Area" means the area served by the System, whether situated within or without the limits of the Governmental Unit.

"System" means the municipally owned public utility designated as the Governmental Unit's joint utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Governmental Unit through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the joint utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Governmental Unit designated by the Governing Body as part of the joint utility system, whether situated within or without the limits of the Governmental Unit.

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

"Trustee" means the 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 the Processing Fee, administrative expenses, reports and indemnity against claims pursuant to the provisions of this Loan Agreement which are withheld in the granting clauses of the Indenture from the pledge, assignment and transfer of this Loan Agreement to the Trustee.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

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

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the 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. 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 to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan 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 the Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from the

Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(f) Acquisition and Completion of Project. The Project will consist of acquiring a tractor with accessories. 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.

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

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

(i) Loan Agreement Term. The weighted average maturity of 3.485 years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is 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 Processing Fee and the costs related to the issuance of the Bonds, if any.

(m) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan 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.

(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 to comply with its obligation under this Loan Agreement. Neither the execution and delivery of this Loan Agreement by the Governmental Unit, nor compliance by the Governmental Unit with the obligations hereunder, 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, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement.

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

(s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, one hundred thirty percent (130%) of the maximum Aggregate Annual Debt Service Requirement.

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

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

(v) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that

shall include, but not be limited to: annual audits, operational data required to update information in any disclosure documents used to assign or securitize the Loan Agreement Payments by issuance of Bonds by the Finance Authority pursuant to the Indenture, and notification of any event deemed material by the Finance Authority.

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

(x) Use Charges. The Governmental Unit has established and will continue to charge reasonable rates for services rendered by the Governmental Unit for use of the System taking into account the cost and value of the System, Operation and Maintenance Expenses, proper allowances for depreciation, and the amounts necessary to make debt services payments from Net Revenues of the System. There shall be charged against users, rates and amounts which shall be increased from time to time, if necessary, and which shall produce Gross Revenues sufficient to pay the annual Operation and Maintenance Expenses and one hundred thirty percent (130%) of the Aggregate Annual Debt Service Requirement payable during the then current Fiscal Year.

(y) Efficient Operation. The Governmental Unit will operate the System so long as this Loan Agreement is outstanding, will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable public and private demands for System services within the Service Area.

(z) Records. So long as the Loan Agreement remains outstanding, proper books of record and account will be kept by the Governmental Unit, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers separately for the water facilities and the sanitary sewer facilities; (ii) the revenues separately received from charges by classes of customers, including but not necessarily limited to classification by water facilities and sanitary sewer facilities; and (iii) a detailed statement of the expenses of the System.

(aa) Right to Inspect. The Finance Authority and the Trustee shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System.

(bb) Audits. The Governmental Unit further agrees that, except where the State Auditor of the State performs the audit or where the due date for the audit has been postponed as may otherwise be required by the State Auditor or any other State office or agency with appropriate authority, the Governmental Unit will, within one hundred eighty (180) days following the close of each Fiscal Year, cause an audit of the books and accounts of the System to be made by an Independent Accountant. Each audit of the System shall include those matters determined to be proper by the Independent Accountant. Each audit will be available for inspection by the Finance Authority. The Governmental Unit will provide the Finance Authority with a copy of each audit promptly upon the request of the Finance Authority. All expenses incurred in the making of the audits and reports required by this Section shall be regarded and paid as an Operation and Maintenance Expense.

(cc) Billing Procedure. Bills for water and sanitary sewer (joint) utility services or facilities, or any combination, furnished by or through the System, shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance of the Governmental Unit. If permitted by law, if a bill is not paid within the period of time required by such ordinance, water and sanitary sewer joint utility services shall be discontinued as required by such ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection. Water and sanitary sewer (joint) utility services may be billed jointly with each other, provided that each such joint bill shall show separately the water and sanitary sewer (joint) utility services charges.

(dd) Charges and Liens Upon System. The Governmental Unit will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The Governmental Unit will not create or permit any lien or charge upon the System or the Gross Revenues except as provided in this Loan Agreement, or it will make adequate provisions to satisfy and discharge within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the Governmental Unit shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good

faith by appropriate legal proceedings and there is no adverse effect on the Finance Authority or the Trustee.

(ee) Insurance. The Governmental Unit will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance in such amounts and against such risks as are, in the judgment of the Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self insured programs provided by municipalities which operate (joint) water and sanitary sewer utility systems. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the Governmental Unit may have a material interest and of which the Governmental Unit may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the Governmental Unit determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, any remainder may be used to redeem Parity Obligations or be treated as Gross Revenues.

(ff) Alienating System. The Governmental Unit will not sell, lease, mortgage, pledge, or otherwise encumber, or in any manner dispose of, or otherwise alienate, the System, or any part thereof, including any and all extensions and additions that may be made thereto, until this Loan Agreement shall have been paid in full, including the Principal Component and the Interest Component, except that the Governmental Unit may sell any portion of said property which shall have been replaced by other property of at least equal value, or which shall cease to be necessary for the efficient operation of the System, but in no manner nor to such extent as might prejudice the security for the payment of this Loan Agreement, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be distributed as Net Revenues of the System as provided herein.

(gg) Competent Management. The Governmental Unit shall employ or contract for experienced and competent personnel to manage the System.

(hh) Performing Duties. The Governmental Unit will faithfully and punctually perform all duties with respect to the System required by the Constitution and the laws of the State and the ordinances and resolutions of the Governmental Unit, relating to the System and this Loan Agreement, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as hereinabove provided.

(ii) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived or to be derived from the operation of the same.

(jj) Completion Bonds. In order to insure the completion of the Project, the Governmental Unit will require that the contractor to whom is given any contract for construction

appertaining to the Project supply a completion bond or bonds satisfactory to the Governmental Unit, and that any sum or sums derived from said completion bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

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.** 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, by proper action, has duly authorized the execution and delivery of this Loan 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 \$34,773, which is less than eighty percent (80%) of the State median household income of \$44,927; and

(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 except to the Trustee pursuant to the Indenture.

(c) **No Breach or Default Caused by Loan Agreement.** Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, nor the consummation of the transactions contemplated in this Loan 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 to comply with its obligations under this Loan Agreement. Neither, the execution and delivery of this Loan Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan 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 constitutes the legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III LOAN AGREEMENT TERM

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

ARTICLE IV LOAN; APPLICATION OF MONEYS

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

(a) To the Trustee, the amount shown on the Term Sheet as the Program Account deposit shall be deposited into the Governmental Unit's Program Account to be maintained by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof at the direction of the Governmental Unit 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 in the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 hereof; and

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

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

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account, such accounts being held by the Trustee; and (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, 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 the 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. The Governmental Unit shall transfer to the Finance Authority 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 on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to this Section 5.2 shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account 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 from the Governmental Unit, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture:

(i) Interest Components. Monthly, (A) beginning on the first day of the month following the Closing Date, an amount in equal monthly installments which is necessary to pay the first maturing Interest Component coming due on this Loan Agreement (which is November 1, 2017), and (B) on the first day of each month thereafter, one-sixth (1/6th) of the amount necessary to pay the next maturing Interest Component on this Loan Agreement as described in Exhibit "B";

(ii) Principal Payments. Monthly, (A) beginning on the first day of the month following the Closing Date, an amount in equal monthly installments which is necessary to

pay the first maturing Principal Component (which is May 1, 2018), and (B) on the first day of each month thereafter, one-twelfth (1/12th) of the amount which is necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in Exhibit "B".

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

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

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

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

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

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Finance Authority Debt Service Account 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 thirty percent (130%) of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

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

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

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

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

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

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

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

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

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and

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

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

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

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

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

Section 5.7 Investment of Governmental Unit Funds. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority 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 each respective account and utilized in the same manner as the other moneys on deposit therein.

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

ARTICLE VI THE PROJECT

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

to acquire and complete the Project through the application of moneys to be disbursed from the Program Account pursuant to Section 6.2 of this Loan Agreement.

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

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

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

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

ARTICLE VII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

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

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

Unit, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

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

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

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

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

Section 7.7 Arbitrage Rebate Exemption. The Governmental Unit hereby certifies and warrants, for the purpose of qualifying for the exception contained in Section 148(f)(4)(D) of the Code, to the requirement to rebate arbitrage earnings from investments of the proceeds of the Loan Agreement (the "Rebate Exemption"), that (i) this Loan Agreement is issued by the Governmental Unit which has general taxing powers, (ii) neither this Loan Agreement nor any portion thereof is a private activity bond as defined in Section 141 of the Code ("Private Activity Bond"), (iii) all of the net proceeds of this Loan Agreement are to be used for local government activities of the Governmental Unit (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Governmental Unit) and (iv) neither the Governmental Unit nor any aggregated issuer has issued or is reasonably expected to issue any Tax-Exempt Bonds other than (A) Private

Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) and (B) issued to refund (other than to advance refund (as used in the Code)) any bond to the extent the amount of the refunding bond does not exceed the outstanding amount of the refunded bond, during the current calendar year, which would in the aggregate amount exceed \$5,000,000. For purposes of this paragraph, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Governmental Unit, (b) derives its issuing authority from the Governmental Unit, or (c) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D) of the Code.

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

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

ARTICLE VIII PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 Prepayment. The Governmental Unit is hereby granted the option to prepay any of the Principal Components of this Loan Agreement in whole or in part on any day on or after one (1) year following the Closing Date without penalty or prepayment premium. The Governmental Unit may designate the due dates of any Principal Components being prepaid in the event of a partial prepayment. Notice of intent to make such prepayment shall be provided to the Finance Authority and the Trustee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Trustee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

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

of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which shall be addressed and delivered to the Finance Authority. 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, 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 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:

(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 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, NM 87825, Attention: Clerk-Treasurer; if to the Finance Authority, New Mexico Finance Authority, 207 Shelby Street, Santa Fe, New Mexico 87501, Attention: Chief Executive Officer; and if to the Trustee, BOKF, NA, 100 Sun Avenue NE, Suite 500, Albuquerque, New Mexico 87109, Attention: Trust Division. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

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

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

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

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

Section 11.7 Assignment by the Finance Authority. Pursuant to the Indenture, this Loan Agreement 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 December 20, 2016, has executed this Loan Agreement, in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Robert P. Coalter, Chief Executive Officer

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

By _____
Suzanne Wood Bruckner

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

Daniel C. Opperman, General Counsel

VILLAGE OF MAGDALENA,
NEW MEXICO

[SEAL]

By _____
Richard Rumpf, Mayor

ATTEST:

By _____
Stephanie Finch, Clerk-Treasurer

4105982.docx

EXHIBIT "A"

TERM SHEET

New Mexico Finance Authority Loan No. 3678-PP

Governmental Unit:	Village of Magdalena, New Mexico
Project Description:	Acquisition of a tractor with accessories for use by the joint utility department, replacing a unit that is no longer operational.
Loan Agreement Principal Amount:	\$33,692
Disadvantaged Funding Amount:	\$33,692
Pledged Revenues:	The Net Revenues of the System
Coverage Ratio:	130%
Currently Outstanding Parity Obligations:	None
Additional Parity Bonds Test:	130%
Authorizing Legislation:	Resolution No. 2017-02 adopted on Mach 27, 2017.
Closing Date:	May 12, 2017
Blended Interest Rate:	0.100026%
Program Account Deposit:	\$33,439.00
Finance Authority Debt Service Account Deposit:	\$.31
Processing Fee:	\$252.69
First Interest Payment Date:	November 1, 2017
First Principal Payment Date:	May 1, 2018
Final Payment Date:	May 1, 2023

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

EXHIBIT "B"

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: \$33,692 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
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Accounting

You are hereby authorized to disburse from the Program Account –Village of Magdalena, New Mexico (2017 Utility Equipment Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO.: 3678-PP

CLOSING DATE: May 12, 2017

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: \$ _____

PURPOSE OF PAYMENT: _____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – Village of Magdalena, New Mexico (2017 Utility Equipment 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: \$33,692 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
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Accounting**

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

LOAN NO.: 3678-PP

CLOSING DATE: May 12, 2017

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

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

DATED: _____

**By: _____
Authorized Officer of Governmental Unit**

**Title: _____
Print Name and Title**

\$33,692
VILLAGE OF MAGDALENA, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO)	
SOCORRO COUNTY) ss.	DELIVERY, DEPOSIT AND
VILLAGE OF MAGDALENA)	CROSS-RECEIPT CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and Mayor and Clerk-Treasurer of the Village of Magdalena, New Mexico (the "Governmental Unit"):

1. On the date of this Certificate, the Governmental Unit executed and delivered, or caused to be executed and delivered, a Loan Agreement between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of \$33,692, to the Finance Authority (the "Loan Agreement"), as authorized by Governmental Unit Resolution No. 2017-02 (the "Resolution") adopted on March 27, 2017 relating to the execution and delivery of the Loan Agreement and the Intercept Agreement. The undersigned have received \$33,692 as proceeds from the Loan Agreement, being the full purchase price therefore.

2. The proceeds of the Loan Agreement will be placed in the funds and accounts created for the deposit of such moneys under the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, each by and between the Finance Authority and BOKF, NA,. as Trustee, and its successors and assigns, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture, as follows:

Governmental Unit's Account in the Program Fund:	\$33,439.00
Processing Fee Paid to the Finance Authority:	\$ 252.69
Deposit to Finance Authority Debt Service Account:	\$ <u>0.31</u>
Total:	<u>\$33,692.00</u>

3. The proceeds of the Loan Agreement will be available to the Governmental Unit upon submittal of a Requisition Form to the Finance Authority in the form attached to the Loan Agreement as Exhibit "C" and will be used as set forth in the Resolution and the Loan Agreement.

WITNESS our hands this 12th day of May, 2017.

VILLAGE OF MAGDALENA, NEW MEXICO

By _____
Richard Rumpf, Mayor

[SEAL]

By _____
Stephanie Finch, Clerk-Treasurer

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the Village of Magdalena, New Mexico the Loan Agreement.

NEW MEXICO FINANCE AUTHORITY

By _____
Robert P. Coalter, Chief Executive Officer

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

The Board of Trustees (the "Governing Body") of the Village of Magdalena, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at 108 N. Main Street, Magdalena, New Mexico being the meeting place of the Governing Body for the regular meeting held on the 27th day of March, 2017, at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present:

Absent:

Also Present:

Thereupon, there was officially filed with the Clerk-Treasurer a copy of a proposed Resolution in final form.

\$33,692
VILLAGE OF MAGDALENA, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO)	
SOCORRO COUNTY) ss.	ARBITRAGE AND TAX
VILLAGE OF MAGDALENA)	CERTIFICATE

On behalf of the Village of Magdalena, New Mexico (the "Governmental Unit"), and in connection with the Loan Agreement dated May 12, 2017 (the "Loan Agreement"), relating to financing the cost of purchasing a tractor with accessories for use by the Governmental Unit and paying the Processing Fee (the "Project") as described in the Loan Agreement, and evidencing the Governmental Unit's obligation in the aggregate principal amount of \$33,692, the Governmental Unit hereby certifies as follows:

Capitalized terms used in this Certificate have the same meanings as defined in Resolution No. 2017-02, adopted on March 27, 2017 (the "Resolution") unless otherwise defined in this Certificate or the context requires otherwise.

1. The Project. The Governmental Unit is entering into the Loan Agreement simultaneously with delivery of this Certificate. The Loan Agreement evidences the loan (the "Loan") made by the New Mexico Finance Authority (the "Finance Authority") to provide funds to pay the costs of the Project and to pay certain costs incurred in connection with the execution and delivery of the Loan Agreement.

2. Security for the Loan Agreement. Debt service on the Loan Agreement will be secured by the pledged revenues described in Exhibit "A" attached to the Loan Agreement (the "Pledged Revenues") sufficient to pay debt service due in connection with the Loan, which Pledged Revenues have been pledged to the Finance Authority pursuant to the Loan Agreement.

3. Sources and Uses of Loan Funds. The Governmental Unit has received Loan proceeds from the public project revolving fund, as defined in the New Mexico Finance Authority Act, Sections 6-21-1, *et seq.*, NMSA 1978, as amended and supplemented, in the amount of \$33,692 from the Finance Authority (the "Proceeds"). The Proceeds do not exceed the amount reasonably necessary for the purposes for which the Loan Agreement was entered into.

4.

5. Expenditure Expectations. The Governmental Unit expects to incur a substantial binding obligation within six (6) months of the date hereof with regard to the Project, which obligation involves the expenditure of no less than five percent (5%) of the Proceeds. The Governmental Unit reasonably expects that the \$33,439 of Proceeds deposited into the Governmental Unit's Program Account in the Program Fund together with other legally available funds and anticipated earnings from the investment of such Proceeds until they are spent, are expected to be expended within three (3) years of the date hereof.

The estimated total costs of the Project will not be less than \$33,439 plus investment earnings thereon during the acquisition period.

Proceeds in the amount of \$252.69 will be deducted from the Proceeds and paid directly to the Finance Authority as the Processing Fee for the costs of originating and servicing the Loan.

Proceeds in the amount of \$.31 will 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 of the Loan Agreement.

6. Investment of Proceeds. Except for the investment of the Proceeds (i) in the Program Account established under the Indenture with respect to the Loan Agreement pending the payment of the costs of the Project, and (ii) in the Finance Authority Debt Service Account established and administered by the Finance Authority pending the payment of debt service on the Loan Agreement, there will be no investment of the Proceeds.

7. Bona Fide Debt Service Fund. Debt service payments on the Loan Agreement will be paid from the Pledged Revenues of the Governmental Unit deposited to the Finance Authority Debt Service Account established with respect to the Loan Agreement. Because the Pledged Revenues of the Governmental Unit for any year will exceed debt service on the Loan Agreement, it is assumed that current debt service paid by the Governmental Unit for deposit in the Finance Authority Debt Service Account will be derived entirely from the current Pledged Revenues. The Finance Authority Debt Service Account will be depleted at least once a year except for an amount not to exceed the greater of the earnings on the Finance Authority Debt Service Account for the immediately preceding bond year or one-twelfth (1/12th) of debt service on the Loan for the immediately preceding bond year. The Governmental Unit has not created or established, nor does it expect to create or establish, any debt service fund, redemption fund, replacement fund, sinking fund or other similar fund which is reasonably expected to be used to pay principal or interest on the Loan Agreement or pledged therefore, except for the Finance Authority Debt Service Account.

8. No Disposition of Project. The undersigned reasonably expect that no part of the Project acquired with the Proceeds will be sold or otherwise disposed of, in whole or in part, during the term of the Loan Agreement.

9. General Tax Covenant. The Governmental Unit has covenanted in the Loan Agreement that no use will be made of the Proceeds, or any funds or accounts of the Governmental Unit which may be deemed to be gross proceeds of the Loan Agreement, which use, if it had been reasonably expected on the date hereof, would have caused the Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. The Governmental Unit has further obligated itself in the Loan Agreement to comply throughout the term of the Loan Agreement with the requirements of Sections 103 and 141 through 150 of the Code and regulations promulgated with respect thereto. Pursuant to the Loan Agreement, the Governmental Unit shall be liable for any rebatable arbitrage payable pursuant to Sections 103 and 141 through 150 of the Code and regulations proposed or promulgated with respect thereto.

10. Private Business Use Limitations. None of the Proceeds will be used by a private business or any entity other than a governmental unit or secured by payments from or property of a private business or any entity other than a governmental unit except pursuant to a management contract which conforms with Revenue Procedure 2016-44 of the United States Treasury. For purposes of the preceding sentence a governmental unit does not include the United States Government or any agency or instrumentality thereof.

11. No Common Plan of Financing. There are no other obligations which are being issued or sold at substantially the same time as the Loan Agreement pursuant to a common plan of financing with the Loan Agreement and that will be paid out of the Pledged Revenues or will have substantially the same claim to be paid out of the Pledged Revenues as the Loan Agreement.

12. No Federal Guarantees. The Loan is not federally guaranteed within the meaning of Section 149(b) of the Code.

13. Information Filing. Loan Counsel for the Finance Authority, on behalf of the Governmental Unit, will timely file the Form 8038-GC with respect to the Loan Agreement attached hereto as Exhibit "A" with the Internal Revenue Service. The Finance Authority has verified certain information necessary to complete the Form 8038-GC as shown on the Finance Authority Certificate attached hereto as Exhibit "B".

14. Hedge Bonds. The Loan is not a hedge bond as defined in Section 149 of the Code.

15. No Reimbursement. None of the Proceeds will be used to reimburse the Governmental Unit for costs paid for the Project more than sixty (60) days prior to the date hereof.

16. No Refunding. Proceeds of the Loan are not being used to refund any other obligation of the Governmental Unit.

17. Economic Life of Project. The weighted average maturity of 3.485 years of the Loan Agreement does not exceed 120% of the reasonably expected economic life of the Project, which is four (4) years.

18. Qualified Tax-Exempt Obligations. The Loan Agreement is a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The Governmental Unit represents that the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Governmental Unit during the current calendar year does not exceed \$10,000,000 and the Governmental Unit will not designate more than \$10,000,000 of "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. For purposes of this section, "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).

19. Rebate Exception. The Governmental Unit is a governmental unit with general taxing powers, no part of the Loan Agreement is a private activity bond, ninety-five percent (95%) or more of the proceeds are to be used for local governmental activities of the Governmental Unit and, the aggregate face amount of all tax-exempt obligations issued by the Governmental Unit during the

current calendar year is not reasonably expected to exceed \$5,000,000. There are no subordinate entities of the Governmental Unit which are authorized to issue tax-exempt obligations. If the Governmental Unit fails to satisfy all of the provisions of this paragraph 20 for any reason, as provided in the Loan Agreement and consistent with the covenants of the Governmental Unit contained therein, any rebate owed to the United States Treasury will be paid in the amounts and at the times provided in Section 148 of the Code.

20. Record Retention. The Governmental Unit will manage and retain records related to the Loan as follows:

A. Records will be retained for the life of the Loan, including any refunding loans related thereto, plus three (3) years. Records may be in the form of documents or electronic copies of documents, appropriately indexed to the Loan and compliance functions;

B. Basic records relating to the Loan transaction, including transcript documents executed in connection with the issuance of the Loan (i.e., the authorizing documents, Form 8038-GC, the tax certificate, and any elections made with respect to the Loan, if applicable), any amendments, and copies of rebate calculations and records of payments, including Forms 8038-T;

C. Records pertaining to the use of Loan-financed facilities by public and private sources including copies of management agreements and research agreements;

D. Records pertaining to expenditures of Loan proceeds including requisitions, appraisal and property purchase contracts, account statements, invoices, payment vouchers, and the final allocation of proceeds to expenditures;

E. Records pertaining to all sources of payment or security for the Loan; and

F. Records pertaining to investments including guaranteed investment contract documents under the Treasury Regulations, records of purchase and sale of other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

[Remainder of page left blank intentionally]

[Signature page follows]

This certificate is being executed and delivered to establish the reasonable expectations of the Governmental Unit for purposes of Sections 103 and 141 through 148 of the Code, and the undersigned officers of the Governmental Unit are officers of the Governmental Unit charged with the responsibility of entering into the Loan Agreement. The foregoing is based upon the reasonable expectations of the undersigned on the date hereof, and to the best of our knowledge, information and belief, the above expectations are reasonable.

Dated: May 12, 2017

VILLAGE OF MAGDALENA, NEW MEXICO

By _____
Richard Rumpf, Mayor

[SEAL]

By _____
Stephanie Finch, Clerk/Treasurer

EXHIBIT "B"

FINANCE AUTHORITY TAX REPRESENTATIONS CERTIFICATE

The undersigned hereby certifies as follows with respect to the \$33,692 Loan Agreement dated May 12, 2017 (the "Loan") from the New Mexico Finance Authority (the "Finance Authority") to the Village of Magdalena, New Mexico (the "Governmental Unit");

1. The Finance Authority is making the Loan for its own account (and not on behalf of another) in the principal amount of \$33,692, without accrued interest, and has no present intention of reselling or re-offering the Loan, thereby the "purchase price" of the Loan is \$33,692.

2. The Arbitrage Yield on the Loan, calculated in accordance with the applicable U.S. Treasury Regulations from interest to be paid on the Loan, is 0.100026%.

3. The Weighted Average Maturity of the Loan, calculated in accordance with the applicable U.S. Treasury Regulations, is 3.485 years.

4. The undersigned understands that the statements made herein will be relied upon by the Governmental Unit in its effort to complete the Information Return for Small Tax-Exempt Governmental Bond Issues (Form 8038-GC), required to be filed for the Loan pursuant to the Internal Revenue Code of 1986, as amended, and with regard to establishing facts and circumstances relied on by the Governmental Unit and bond counsel in connection with the execution and delivery of the Loan and the exclusion of interest on the Loan from gross income for federal income tax purposes. Such reliance is hereby authorized and approved.

Dated this 12th day of May, 2017.

NEW MEXICO FINANCE AUTHORITY

By _____
Robert P. Coalter, Chief Executive Office

RESOLUTION NO. 2017-08

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION
FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE
NEW MEXICO FINANCE AUTHORITY.**

WHEREAS, the Village of Magdalena ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the Board of Trustees ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of purchasing a fire truck ("Project") for the benefit of the Governmental unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE Village of Magdalena:

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSES APPROVED AND ADOPTED this 27th day of March, 20017.

GOVERNING BODY

By _____
Authorized Officer

(Seal)

ATTEST:

Authorized Officer



NEW MEXICO FINANCE AUTHORITY

NMFA Use Only:

App. #:	-PP
FA assigned:	
Legislative Authorization	

PUBLIC PROJECT REVOLVING FUND EQUIPMENT APPLICATION

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

Application Date: 3/27/2017

Applicant/Entity:	Village of Magdalena				
Address:	PO Box 145 Magdalena, NM 87825				
County	Socorro	Census Tract:			
Federal Employer Identification Number (EIN) as issued by the IRS:		85-6000154			
Legislative District:	Senate:	28	House:	49	
Phone:	5758542261	Fax:	5758542273	Email Address:	clerk@villageofmagdalena.nm
Individual Completing Application:		Stephanie Finch			
Address:	PO Box 145 Magdalena, NM 87825				
Phone:	5758542261	Fax:	5758542273	Email Address:	clerk@villageofmagdalena.nm

II. PROJECT SUMMARY

- A. **Project Description.** Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. **Description of Equipment:**

Class A Pumper Tanker Fire Engine

2. When do you need NMFA funds available? as soon as possible

B. Total Project Cost & Sources of Funds Detail.

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
Class A Fire Engine	\$ 170,507.00	\$ 100,000.00	\$ 20,000.00	\$ 290,507.00
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total Cost:\$	\$ 170,507.00	\$ 100,000.00	\$ 20,000.00	\$ 290,507.00

III. FINANCING

A. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- ☐ Municipal Local Option GRT – please specify: _____
- ☐ County Option GRT – please specify: _____
- ☐ Other Tax-Based Revenue: _____
- ☐ State-Shared GRT _____
- ☐ Law Enforcement Funds _____
- ☒ Fire Protection Funds _____
- ☐ Other Revenue: _____

B. Preferred financing term: _____ years.

C. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes ☐ No ☒

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

- ☒ Equipment cost breakdown (if applicable)
- ☒ Three most recently completed fiscal year audit reports

- 

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

Title: Mayor

(highest elected official)

Jurisdiction:

Print Name:**Date:**

Signature:

Date:**Finance Officer/Director:**

Artesia Fire Equipment, Inc.

PO Box 1367
1014 S. First St.
Artesia, NM 88210

Quotation

DATE	Quote NO.
3/13/2017	18299

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

NAME / ADDRESS
VILLAGE OF MAGDALENA P.O. BOX 145 MAGDALENA, N.M. 87025

SHIPPING ADDRESS
VILLAGE OF MAGDALENA RICHARD RUMPF 108 NORTH MAIN STREET MAGDALENA, N.M. 87825

PRICES MAY CHANGE AFTER: 5/13/2017

ATTENTION:		CUSTOMER REF. NO.	REP	FOB	TERMS	
		New Truck	MLD	Destination	Net Upon Accept...	
ITEM	DESCRIPTION		QTY	EACH	Availability	TOTAL
RASD-MagdalenaTan...	NEW- Rosenbauer South Dakota Pumper Tanker. See specifications for complete details. This will be purchased utilizing State of New Mexico Statewide Price Agreement #70-000-16-0034AG, NASPO ValuePoint for Fire Trucks and Fire Apparatus.		1	290,507.00	365 Days ARO	290,507.00

Late payment charges shall be paid on the unpaid balance due at the rate of 1.5% /month as per NMSA 13-1-158.

SIGNATURE _____

7 year loan

SOURCES AND USES OF FUNDS

**Village of Magdalena
Fire Equipment**

Sources:

Bond Proceeds:	
Par Amount	171,796.00
Other Sources of Funds:	
SFMO Grant	100,000.00
Contributed Cash	20,000.00
	120,000.00
	291,796.00

Uses:

Project Fund Deposits:	
Project Fund	170,507.00
Delivery Date Expenses:	
Expense	1,288.47
Other Uses of Funds:	
SFMO Grant	100,000.00
Contributed Cash	20,000.00
Additional Proceeds	0.53
	120,000.53
	291,796.00

BOND SUMMARY STATISTICS

Village of Magdalena
Fire Equipment

Dated Date	07/28/2017
Delivery Date	07/28/2017
Last Maturity	05/01/2024

Arbitrage Yield	0.252655%
True Interest Cost (TIC)	0.252655%
Net Interest Cost (NIC)	0.252106%
All-In TIC	0.446600%
Average Coupon	0.252106%

Average Life (years)	3.922
Duration of Issue (years)	3.892

Par Amount	171,796.00
Bond Proceeds	171,796.00
Total Interest	1,698.78
Net Interest	1,698.78
Total Debt Service	173,494.78
Maximum Annual Debt Service	26,697.68
Average Annual Debt Service	25,671.24

Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	

Total Underwriter's Discount

Bid Price	100.000000
-----------	------------

Bond Component	Par Value	Price	Average Coupon	Average Life
Market Component	55,488.00	100.000	1.222%	1.646
Disadvantaged Component	116,308.00	100.000	0.100%	5.008
	171,796.00			3.922

	TIC	All-In TIC	Arbitrage Yield
Par Value	171,796.00	171,796.00	171,796.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts		-1,288.47	
Target Value	171,796.00	170,507.53	171,796.00
Target Date	07/28/2017	07/28/2017	07/28/2017
Yield	0.252655%	0.446600%	0.252655%

DETAILED BOND DEBT SERVICE

Village of Magdalena
Fire EquipmentDisadvantaged Component (DISADVANT)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2017			30.05	30.05	
05/01/2018			58.15	58.15	88.20
11/01/2018			58.15	58.15	
05/01/2019			58.15	58.15	116.30
11/01/2019			58.15	58.15	
05/01/2020	12,582	0.100%	58.15	12,640.15	12,698.30
11/01/2020			51.86	51.86	
05/01/2021	25,258	0.100%	51.86	25,309.86	25,361.72
11/01/2021			39.23	39.23	
05/01/2022	25,665	0.100%	39.23	25,704.23	25,743.46
11/01/2022			26.40	26.40	
05/01/2023	26,132	0.100%	26.40	26,158.40	26,184.80
11/01/2023			13.34	13.34	
05/01/2024	26,671	0.100%	13.34	26,684.34	26,697.68
	116,308		582.46	116,890.46	116,890.46

DETAILED BOND DEBT SERVICE

Village of Magdalena
Fire Equipment

Market Component (MARKET)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2017			162.90	162.90	
05/01/2018	18,543	0.890%	315.28	18,858.28	19,021.18
11/01/2018			232.77	232.77	
05/01/2019	24,617	1.190%	232.77	24,849.77	25,082.54
11/01/2019			86.30	86.30	
05/01/2020	12,328	1.400%	86.30	12,414.30	12,500.60
	55,488		1,116.32	56,604.32	56,604.32

BOND DEBT SERVICE**Village of Magdalena
Fire Equipment**

Period Ending	Principal	Coupon	Interest	Debt Service
05/01/2018	18,543	0.890%	566.38	19,109.38
05/01/2019	24,617	1.190%	581.84	25,198.84
05/01/2020	24,910	** %	288.90	25,198.90
05/01/2021	25,258	0.100%	103.72	25,361.72
05/01/2022	25,665	0.100%	78.46	25,743.46
05/01/2023	26,132	0.100%	52.80	26,184.80
05/01/2024	26,671	0.100%	26.68	26,697.68
	171,796		1,698.78	173,494.78

BOND SOLUTION**Village of Magdalena
Fire Equipment**

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
05/01/2018	18,543	19,109	19,109	61,667	42,558	322.70539%
05/01/2019	24,617	25,199	25,199	61,667	36,468	244.72158%
05/01/2020	24,910	25,199	25,199	61,667	36,468	244.72100%
05/01/2021	25,258	25,362	25,362	61,667	36,305	243.14991%
05/01/2022	25,665	25,743	25,743	61,667	35,924	239.54433%
05/01/2023	26,132	26,185	26,185	61,667	35,482	235.50686%
05/01/2024	26,671	26,698	26,698	61,667	34,969	230.98262%
	171,796	173,495	173,495	431,669	258,174	

10 year loan

SOURCES AND USES OF FUNDS

**Village of Magdalena
Fire Equipment**

Sources:

Bond Proceeds:	
Par Amount	171,796.00
Other Sources of Funds:	
SFMO Grant	100,000.00
Contributed Cash	20,000.00
	120,000.00
	291,796.00

Uses:

Project Fund Deposits:	
Project Fund	170,507.00
Delivery Date Expenses:	
Expense	1,288.47
Other Uses of Funds:	
SFMO Grant	100,000.00
Contributed Cash	20,000.00
Additional Proceeds	0.53
	120,000.53
	291,796.00

BOND SUMMARY STATISTICS

Village of Magdalena
Fire Equipment

Dated Date	07/28/2017
Delivery Date	07/28/2017
Last Maturity	05/01/2027

Arbitrage Yield	0.264021%
True Interest Cost (TIC)	0.264021%
Net Interest Cost (NIC)	0.263122%
All-In TIC	0.402532%
Average Coupon	0.263122%

Average Life (years)	5.515
Duration of Issue (years)	5.450

Par Amount	171,796.00
Bond Proceeds	171,796.00
Total Interest	2,492.99
Net Interest	2,492.99
Total Debt Service	174,288.99
Maximum Annual Debt Service	19,295.28
Average Annual Debt Service	17,860.53

Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	

Total Underwriter's Discount

Bid Price	100.000000
-----------	------------

Bond Component	Par Value	Price	Average Coupon	Average Life
Market Component	55,488.00	100.000	1.373%	2.187
Disadvantaged Component	116,308.00	100.000	0.100%	7.103
	171,796.00			5.515

	TIC	All-In TIC	Arbitrage Yield
Par Value	171,796.00	171,796.00	171,796.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts		-1,288.47	
Target Value	171,796.00	170,507.53	171,796.00
Target Date	07/28/2017	07/28/2017	07/28/2017
Yield	0.264021%	0.402532%	0.264021%

DETAILED BOND DEBT SERVICE

Village of Magdalena
Fire EquipmentDisadvantaged Component (DISADVANT)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2017			30.05	30.05	
05/01/2018			58.15	58.15	88.20
11/01/2018			58.15	58.15	
05/01/2019			58.15	58.15	116.30
11/01/2019			58.15	58.15	
05/01/2020			58.15	58.15	116.30
11/01/2020			58.15	58.15	
05/01/2021	7,209	0.100%	58.15	7,267.15	7,325.30
11/01/2021			54.55	54.55	
05/01/2022	17,242	0.100%	54.55	17,296.55	17,351.10
11/01/2022			45.93	45.93	
05/01/2023	17,555	0.100%	45.93	17,600.93	17,646.86
11/01/2023			37.15	37.15	
05/01/2024	17,917	0.100%	37.15	17,954.15	17,991.30
11/01/2024			28.19	28.19	
05/01/2025	18,327	0.100%	28.19	18,355.19	18,383.38
11/01/2025			19.03	19.03	
05/01/2026	18,782	0.100%	19.03	18,801.03	18,820.06
11/01/2026			9.64	9.64	
05/01/2027	19,276	0.100%	9.64	19,285.64	19,295.28
	116,308		826.08	117,134.08	117,134.08

DETAILED BOND DEBT SERVICE

Village of Magdalena
Fire Equipment

Market Component (MARKET)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2017			180.59	180.59	
05/01/2018	12,457	0.890%	349.53	12,806.53	12,987.12
11/01/2018			294.10	294.10	
05/01/2019	16,537	1.190%	294.10	16,831.10	17,125.20
11/01/2019			195.71	195.71	
05/01/2020	16,734	1.400%	195.71	16,929.71	17,125.42
11/01/2020			78.57	78.57	
05/01/2021	9,760	1.610%	78.57	9,838.57	9,917.14
	55,488		1,666.88	57,154.88	57,154.88

BOND DEBT SERVICE**Village of Magdalena
Fire Equipment**

Period Ending	Principal	Coupon	Interest	Debt Service
05/01/2018	12,457	0.890%	618.33	13,075.33
05/01/2019	16,537	1.190%	704.52	17,241.52
05/01/2020	16,734	1.400%	507.72	17,241.72
05/01/2021	16,969	** %	273.44	17,242.44
05/01/2022	17,242	0.100%	109.10	17,351.10
05/01/2023	17,555	0.100%	91.86	17,646.86
05/01/2024	17,917	0.100%	74.30	17,991.30
05/01/2025	18,327	0.100%	56.38	18,383.38
05/01/2026	18,782	0.100%	38.06	18,820.06
05/01/2027	19,276	0.100%	19.28	19,295.28
	171,796		2,492.99	174,288.99

BOND SOLUTION

Village of Magdalena
Fire Equipment

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
05/01/2018	12,457	13,075	13,075	61,667	48,592	471.62863%
05/01/2019	16,537	17,242	17,242	61,667	44,425	357.66568%
05/01/2020	16,734	17,242	17,242	61,667	44,425	357.66153%
05/01/2021	16,969	17,242	17,242	61,667	44,425	357.64660%
05/01/2022	17,242	17,351	17,351	61,667	44,316	355.40686%
05/01/2023	17,555	17,647	17,647	61,667	44,020	349.45027%
05/01/2024	17,917	17,991	17,991	61,667	43,676	342.76011%
05/01/2025	18,327	18,383	18,383	61,667	43,284	335.44974%
05/01/2026	18,782	18,820	18,820	61,667	42,847	327.66633%
05/01/2027	19,276	19,295	19,295	61,667	42,372	319.59630%
	171,796	174,289	174,289	616,670	442,381	

SUSANA MARTINEZ
GOVERNOR



DUFFY RODRIGUEZ
CABINET SECRETARY

RICK LOPEZ
DIRECTOR

MICHAEL MARIANO
ACTING DEPUTY DIRECTOR

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bateman Memorial Building ♦ 407 Gallateo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948**

March 15, 2017

Dear Local Governments,

The Department of Finance and Administration, Local Government Division (LGD), Budget and Finance Bureau (BFB) is hosting a budget workshop on **Wednesday, April 26, 2017 in Albuquerque.**

It is my understanding that at this time, you should be well underway with developing your local government's budget for Fiscal Year 2017-2018 which is due to the BFB by the interim budget deadline of **June 1, 2017**. The topics covered at the budget training will provide relevant information you can use for the successful preparation and management of your budget.

Detailed program will be posted to the NM Municipal League website as soon as it is available.

If you have any questions regarding this training opportunity, please don't hesitate to contact your assigned BFB Analyst.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rick Lopez".

**Rick Lopez, Director
Local Government Division**

Enclosure



Department of Finance & Administration Local Government Division

2017 BUDGET WORKSHOP

Wednesday, April 26th

9:00 a.m. - 5:00 p.m.

MCM Elegante Hotel - Albuquerque

Counties, Municipalities and Special Districts are encouraged to attend.

Topics Include:

- ♦ Budget Forms and Requirements
- ♦ Fund Balances
- ♦ Reserve Requirements
- ♦ Debt Service
- ♦ Mileage and Per Diem
- ♦ Chart of Accounts and LOBMS Update
- ♦ Office of the State Auditor Updates
- ♦ Economic Trends
- ♦ Time for Open Discussion and Q & A

Schedule:

7:30 a.m.

9:00 a.m. - 5:00 p.m.

12:00 p.m.

Registration

Workshop

Luncheon

**Great opportunity to
meet your BFB Analyst
and other LGD Staff!**



2020 Manual NE
Albuquerque, NM 87107
866-650-4900
505-884-2511

Hotel Rate:
\$83.00 + tax

Hotel Reservation Deadline:
Wednesday, April 19th

Room Block Name:
Budget Workshop



Register today!

Early Registration thru April 12th:
\$75.00

Late Registration after April 12th:
\$95.00

Return completed registration form to:

Jackie Portillo • jportillo@nmml.org
PO Box 846 • Santa Fe, NM 87504
Phone: 800-432-2036 • Fax: 505-984-1392

Register on-line at:
<http://nmml.org/events-training/>



2017 LGD BUDGET WORKSHOP
Local Government Division • Department of Finance & Administration
In association with the New Mexico Municipal League



Wednesday, April 26th
MCM Eleganté Hotel - Albuquerque, NM

ADVANCE REGISTRATION FORM

☒ \$75 Early Registration *by* April 12th ☐ \$95 Late Registration *after* April 12th

NAME Stephanie Finch TITLE Clerk/Treasurer

ENTITY Village of Magdalena

MAILING ADDRESS PO Box 145 Magdalena, NM 87825
Street/City/State/Zip

BILLING ADDRESS PO Box 145 Magdalena, NM 87825
Street/City/State/Zip

EMAIL clerk@villageofmagdalena.com PHONE 575-854-2261
For registration confirmation

I will attend: ☒ Wednesday Luncheon ☐ Vegetarian ☐ Gluten Free

For ADA Needs, contact Colette Schobbens at the NMML - 800-432-2036.

PAYMENT INFORMATION: *Check payable to NMML.*

☐ Check Enclosed ☐ Will Bring Check to Workshop *(Include name on check/stub.)*

☒ Purchase Order *Attach or provide PO#* _____

☐ Charge registration fee to: ☐ Visa or ☐ Master Card listed below.

NMML is authorized to use the card below to pay registration fee(s) in the amount of \$ _____

Card #: _____ Exp. Date: _____

Name of Card Holder: _____

If different from Registrant Name

NMML REGISTRATION/CANCELLATION POLICY:

- After April 12th you **must** register on-site.
- Cancellations must be received in writing by April 12th.
- A \$25 fee charged for all cancellations.
- No refunds after April 12th.
- No partial refunds.
- Pre-registered no shows are responsible for full registration fee.
- Credit card transaction(s) processed immediately.
- Receipts available upon registration check-in.
- Registration confirmations will be emailed.
- Policy also applies to Spouse/Guest Registrants.
- Weather related no shows will be charged \$25.
- By submission of this form, I agree to all registration/cancellation policies.

Return by Wednesday, April 19th to:

Jackie Portillo • jportillo@nmml.org
PO Box 846 • Santa Fe, NM 87504
Phone: 800-432-2036 • 505-982-5573
Fax: 505-984-1392



Magdalena

Old Dump Fencing March 2017



Imagery ©2017 Google, Map data ©2017 Google 200 ft



Magdalena

New Mexico 87825



Sunny · 59°F
3:35 PM



Quick facts

Materials for Fencing at Transfer Station

12 - Treated Corner Post	\$192.00
250 - Steel T- Post, 5 1/2 feet	\$12,00.00
6- Rolls Barbed Wire	\$450.00
2- Rolls Smooth Wire	\$50.00
1- Bag of Clamps	\$115.00
Total:	\$2,007.00

Raks Building Supply, Socorro NM 575-835-1270



Select Your Store

Help Center

Services

Order Status

My Cart

Project Center Search All Enter SKU, Model # or Keyword



Cart (0)

Home Building Materials Fencing Wood Fencing

5" x 8' AC2® Pressure Treated Ground Contact Round Fence Post

Model Number: 1115627 Menards® # 1115627

Online Price

\$15.99

Description Specifications



Add to Gift Registry

Click image for a larger view.
Hover to zoom in.

Online Availability



✕ Ship to Home

Not eligible for Ship to Home

✕ Ship to Store - Free!

! Additional Packaging/Handling Charges May Apply.

Quantity 1

Store Availability



Enter Your ZIP Code for Store Information

[View Return Policy](#)

Guests Who Viewed This Item Also Viewed These



4" x 4" Critical Structural
AC2® CedarTone Premium
Pressure Treated Timber

\$12.97

You Save: \$1.72
after Sale Price



Steel Heavy Duty U-Post

\$3.34

Description & Documents

This lumber has been pressure treated for ground contact (GC) applications and can be completely buried in the ground. It's also suitable for fresh water use and can be submerged. AC2® brand treated wood products use MicroPro™ technology which is a revolutionary way to pressure treat wood for decks, fences, landscaping and general construction uses. MicroPro™ technology offers many benefits, including significantly improved corrosion performance. MicroPro™/AC2® technology is the first treated wood process to be certified under the Scientific Certification Systems Environmentally Preferable Product (EPP) Program based on life cycle assessment. Many MicroPro™/AC2® treated wood products are also available in a popular CedarTone color similar to cedar products with the new MicroShades color pigment system (check the MicroShades CedarTone category for prices and availability). MicroPro™/AC2® pressure treated wood products are protected from termites and fungal decay and are backed by an Osmose Residential and Agricultural Limited Warranty Program (see warranty for details).

- Environmentally friendly
- Round fence post
- MicroPro™/AC2 pressure treated wood products are protected from termites and fungal decay and are backed by an Osmose Residential and Agricultural Limited Warranty Program (see warranty for details)
- Many MicroPro™/AC2 treated wood products are also available in a popular cedar tone color similar to cedar products with the new MicroShades color pigment system (check the MicroShades CedarTone category for prices and availability)
- Additional packaging and handling charges may be required

Dimensions: 5" x 8'

Shipping Dimensions: 96.0 H x 5.0 W x 5.0 D

Shipping Weight: 70.0 lbs

Brand Name: AC2



Technical Specifications: [view PDF file](#)

To read PDF files, you need the Adobe Acrobat Reader 6.0 or higher. If you don't have it, [click here](#) and download it for free from Adobe's site.

Specifications

Product Type: Post

Material: Wood

Thickness: 5

Special Features: Pressure Treated for Ground Contact (GC) applications

Overall Height: 96 inch

Weight: 70 pound



"World's Largest Hardware Store"®

Search All

Farm & Ranch › Fencing & Gates › Fence Posts, Fittings & Clips › Fence T-Post Clip

Fence Solutions Fence Fork T-Post Clip - 202

Fence Solutions Fence Fork T-Post Clip
- 202**\$11.49**

0 Reviews Write Review

Item #: 701768

Model #: 202

Description:

100 PC T-POST CLIP

Dimensions:

13" L x 4" W x 3.25" H

Package Quantity: 100

Free Ship to StoreWOODLAND BUILDING CENTER
INC40 SOUTH PINAL
SPRINGVILLE, AZ 85938 US

Choose a different store

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Fence
Solutio
Fence
Fence

Description

The Fence Fork T-Post clips are a new and patented clip that is five times faster and more secure than the old style clips. Each clip has 2 loops instead of 1, which eliminates having to reach through the fence; therefore reducing the risk of injury, and greatly speeding up installation of clips. Will work on any T-Post, and can be used on any wire that attaches to T-Posts.

Specifications

Brand	Fence Solutions
Manufacturer Part Number	202
Manufacturer Description	100 PC T-POST CLIP
Country of Origin Code	United States of America
Package Quantity	100
Dimensions	13" L x 4" W x

Ship to Address

Sent via UPS or USPS

Learn more

Qty 1

Add to Wish List

*In-store price may vary from online price.



"World's Largest Hardware Store"®

Search All

Farm & Ranch

W. Silver T-Post - TG12506061UW



Other Options:

Model #: TG12505001UW
Description: 5' 1.25 GREEN STL POST
Finish: Painted
Height: 5'
Material: Steel
Package Quantity: 1
Weight: 1.25 lb/ft

Model #: TG12505061UW
Description: 5-1/2' 1.25 GRN T-POST
Finish: Painted
Height: 5-1/2'
Material: Steel
Package Quantity: 1
Weight: 1.25 lb/ft

\$23.95

MULTI-PACK PURCHASE

This is for 5 of the item shown, at \$4.79 each.

0 Reviews Write Review

Item #: 718806
 Model #: TG12506061UW
 Description:
 6-1/2' 1.25 GRN T-POST
 Finish: Painted
 Height: 6-1/2'
 Material: Steel
 Package Quantity: 1
 Weight: 1.25 lb/ft

Free Ship to Store

WOODLAND BUILDING CENTER
 INC
 40 SOUTH PINAL
 SPRINGVILLE, AZ 85938 US
Choose a different store

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Click for details

Description

Painted steel T-posts. Large streamlined anchor plate. Clips not included.

Specifications

Brand	W. Silver
Manufacturer Part Number	TG12506061UW
Manufacturer Description	6-1/2' 1.25 GRN T-POST
Country of Origin Code	United States of America
Package Quantity	1
Finish	Painted

Qty 1

Add to Wish List

*In-store price may vary from online price.

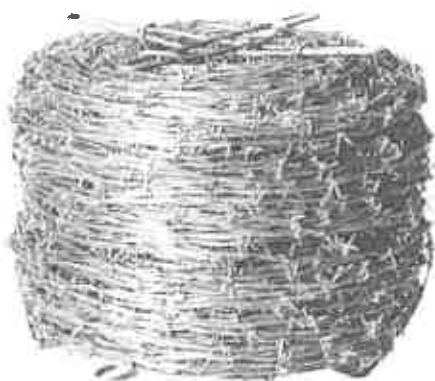


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Farm & Ranch » Fencing & Gates » Fence Wire, Rope & Tape » Barb Wire

Keystone Sierra Barb Wire - 85581



\$74.99

0 Reviews Write Review

Item #: 718780

Model #: 85581

Description:

4-PT 12.75GA BARB WIRE

Finish: Galvanized

Length: 1320'

Material: Steel

Package Quantity: 1

Style: 4-PT

Wire Gauge: 12.75 ga

Description

Keystone Sierra brand. Galvanized double wire with barbs designed for security and containment. 1320' per roll or 80 rod per roll. 12.75-gauge, 4-point.

Specifications

Brand	Keystone
Manufacturer Part Number	85581
Manufacturer Description	4-PT 12.75GA BARB WIRE
Country of Origin Code	United States of America
Package Quantity	1
Style	4-PT
Material	Steel
Finish	Galvanized

Free Ship to Store

WOODLAND BUILDING CENTER
INC
40 SOUTH PINAL
SPRINGVILLE, AZ 85938 US
Choose a different store

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Qty 1

[Add to Wish List](#)

*In-store price may vary from online price.



"World's Largest Hardware Store"®

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Hardware > Wire & Wire Tools > Wire > General Purpose Wire

Grip-Rite Smooth Coil General Purpose Wire - SWG910



Other Options:

Model #: SWG1110**Description:** 11GA 10# GALV SMTH WIRE**Gauge:** 11**Length:** 26' per pound**Material:** Galvanized**Package Quantity:** 1**Weight:** 10 lb**Model #:** SWG1210**Description:** 12GA 10# GLV SMOOTH WIRE**Gauge:** 12**Length:** 34' per pound**Material:** Galvanized**Package Quantity:** 1**Weight:** 10 lb**Model #:** SWG12100

\$24.99

0 Reviews Write Review

Item #: 718593**Model #:** SWG910**Description:**

9GA 10# GLV SMOOTH WIRE

Gauge: 9**Length:** 17' per pound**Material:** Galvanized**Package Quantity:** 1**Weight:** 10 lb

Free Ship to Store

RAWSON BUILDING SUPPLY
INC
2355 E NEVADA LAS CRUCES,
NM 88001 US

Choose a different store[Learn More](#)

Description

Merchant grade. Intended for general fence applications. Galvanized. Approximate Foot Per Lb.

Specifications

Brand	Grip-Rite
Manufacturer Part Number	SWG910
Manufacturer Description	9GA 10# GLV SMOOTH WIRE
Country of Origin Code	China
Package Quantity	1
Gauge	9

Ship to Address

Sent via UPS or USPS

[Learn More](#)

Qty 1

Add to Wish List

*In-store price may vary from online price.

VILLAGE OF MAGDALENA

POSITION DESCRIPTION

TITLE: Court Clerk/Receptionist

EMPLOYMENT TERM: 12 months – Part Time (20 hours per week)

DEPARTMENT: Administration

EXEMPT/NON-EXEMPT: Non-Exempt

FUNDING SOURCE: General Fund

QUALIFICATIONS:

1. High school diploma or GED
2. Working knowledge of standard office practice and procedures.
3. Working knowledge of word processing and data entry in a database system
4. Must be able to communicate in an acceptable manner with the staff and the public.

ADDITIONAL PREFERENCES:

Experience related to the duties of this position

SUPERVISED BY: Clerk-Treasurer/Municipal Judge

SUPERVISES: None

PAY RANGE: Grade A contingent upon appropriations.

WORKING HOURS: 20 hours per week

LUNCH HOUR: 12:00 – 1:00 p.m.

POSITION GOAL: Performs a variety of working level, general and routine clerical duties as needed to expedite the delivery of services of the offices of the Village of Magdalena (10 hours per week) and performs the duties of court clerk (10 hours per week).

DUTIES & RESPONSIBILITIES:

- 1) Performs clerical duties for the court (10 hours per week):
 - a) Prepares docket of cases
 - b) Secures information for judge and court
 - c) Enters data in court software
 - d) Collects fines, accounts for them, and assures deposit with the Clerk/Treasurer.
 - e) Keeps court records
- 2) Performs clerical duties for the Clerk/Treasurer (10 hours per week):
 - a) Answers the telephone, receives visitors and payments, answers questions or refers to appropriate department.
 - b) Files documents
- 3) Performs other duties as assigned by the Clerk/Treasurer or Mayor.

EVALUATION: Will be evaluated in accordance with the Village of Magdalena policies and procedures.

ADVANCEMENT OPPORTUNITY: Promotion is dependent upon experience, certification/license, job training availability, job performance, seniority and job opening.

BOARD APPROVED: May 23, 2016

CERTIFICATION

"I have carefully reviewed the above description of the qualifications, duties and responsibilities of this position and certify acceptance of this description as complete and accurate.

Employee

Date

**Village of Magdalena
Salary Scale**

Step Level	Grade A	Grade B	Grade C	Grade D	Grade E	Grade F	Grade G	Grade H	Grade I	Grade J	Grade K	Grade L
1	\$ 8.00	\$ 8.80	\$ 9.68	\$ 10.65	\$ 11.71	\$ 12.88	\$ 14.17	\$ 15.59	\$ 17.15	\$ 18.86	\$ 20.75	\$ 22.82
2	\$ 8.08	\$ 8.89	\$ 9.78	\$ 10.75	\$ 11.83	\$ 13.01	\$ 14.31	\$ 15.75	\$ 17.32	\$ 19.05	\$ 20.96	\$ 23.05
3	\$ 8.16	\$ 8.98	\$ 9.87	\$ 10.86	\$ 11.95	\$ 13.14	\$ 14.46	\$ 15.90	\$ 17.49	\$ 19.24	\$ 21.17	\$ 23.28
4	\$ 8.24	\$ 9.07	\$ 9.97	\$ 10.97	\$ 12.07	\$ 13.27	\$ 14.60	\$ 16.06	\$ 17.67	\$ 19.44	\$ 21.38	\$ 23.52
5	\$ 8.32	\$ 9.16	\$ 10.07	\$ 11.08	\$ 12.19	\$ 13.41	\$ 14.75	\$ 16.22	\$ 17.85	\$ 19.63	\$ 21.59	\$ 23.75
6	\$ 8.41	\$ 9.25	\$ 10.17	\$ 11.19	\$ 12.31	\$ 13.54	\$ 14.90	\$ 16.38	\$ 18.02	\$ 19.83	\$ 21.81	\$ 23.99
7	\$ 8.49	\$ 9.34	\$ 10.28	\$ 11.30	\$ 12.43	\$ 13.68	\$ 15.04	\$ 16.55	\$ 18.20	\$ 20.02	\$ 22.03	\$ 24.23
8	\$ 8.58	\$ 9.43	\$ 10.38	\$ 11.42	\$ 12.56	\$ 13.81	\$ 15.19	\$ 16.71	\$ 18.39	\$ 20.22	\$ 22.25	\$ 24.47
9	\$ 8.66	\$ 9.53	\$ 10.48	\$ 11.53	\$ 12.68	\$ 13.95	\$ 15.35	\$ 16.88	\$ 18.57	\$ 20.43	\$ 22.47	\$ 24.72
10	\$ 8.75	\$ 9.62	\$ 10.59	\$ 11.65	\$ 12.81	\$ 14.09	\$ 15.50	\$ 17.05	\$ 18.76	\$ 20.63	\$ 22.69	\$ 24.96
11	\$ 8.84	\$ 9.72	\$ 10.69	\$ 11.76	\$ 12.94	\$ 14.23	\$ 15.66	\$ 17.22	\$ 18.94	\$ 20.84	\$ 22.92	\$ 25.21
12	\$ 8.93	\$ 9.82	\$ 10.80	\$ 11.88	\$ 13.07	\$ 14.37	\$ 15.81	\$ 17.39	\$ 19.13	\$ 21.05	\$ 23.15	\$ 25.47
13	\$ 9.01	\$ 9.92	\$ 10.91	\$ 12.00	\$ 13.20	\$ 14.52	\$ 15.97	\$ 17.57	\$ 19.32	\$ 21.26	\$ 23.38	\$ 25.72
14	\$ 9.10	\$ 10.02	\$ 11.02	\$ 12.12	\$ 13.33	\$ 14.66	\$ 16.13	\$ 17.74	\$ 19.52	\$ 21.47	\$ 23.62	\$ 25.98
15	\$ 9.20	\$ 10.12	\$ 11.13	\$ 12.24	\$ 13.46	\$ 14.81	\$ 16.29	\$ 17.92	\$ 19.71	\$ 21.68	\$ 23.85	\$ 26.24
16	\$ 9.29	\$ 10.22	\$ 11.24	\$ 12.36	\$ 13.60	\$ 14.96	\$ 16.45	\$ 18.10	\$ 19.91	\$ 21.90	\$ 24.09	\$ 26.50
17	\$ 9.38	\$ 10.32	\$ 11.35	\$ 12.49	\$ 13.73	\$ 15.11	\$ 16.62	\$ 18.28	\$ 20.11	\$ 22.12	\$ 24.33	\$ 26.76
18	\$ 9.47	\$ 10.42	\$ 11.46	\$ 12.61	\$ 13.87	\$ 15.26	\$ 16.78	\$ 18.46	\$ 20.31	\$ 22.34	\$ 24.57	\$ 27.03
19	\$ 9.57	\$ 10.53	\$ 11.58	\$ 12.74	\$ 14.01	\$ 15.41	\$ 16.95	\$ 18.65	\$ 20.51	\$ 22.56	\$ 24.82	\$ 27.30
20	\$ 9.66	\$ 10.63	\$ 11.69	\$ 12.86	\$ 14.15	\$ 15.57	\$ 17.12	\$ 18.83	\$ 20.72	\$ 22.79	\$ 25.07	\$ 27.58
21	\$ 9.76	\$ 10.74	\$ 11.81	\$ 12.99	\$ 14.29	\$ 15.72	\$ 17.29	\$ 19.02	\$ 20.92	\$ 23.02	\$ 25.32	\$ 27.85
22	\$ 9.86	\$ 10.85	\$ 11.93	\$ 13.12	\$ 14.43	\$ 15.88	\$ 17.47	\$ 19.21	\$ 21.13	\$ 23.25	\$ 25.57	\$ 28.13
23	\$ 9.96	\$ 10.95	\$ 12.05	\$ 13.25	\$ 14.58	\$ 16.04	\$ 17.64	\$ 19.40	\$ 21.35	\$ 23.48	\$ 25.83	\$ 28.41
24	\$ 10.06	\$ 11.06	\$ 12.17	\$ 13.39	\$ 14.72	\$ 16.20	\$ 17.82	\$ 19.60	\$ 21.56	\$ 23.71	\$ 26.09	\$ 28.69
25	\$ 10.16	\$ 11.17	\$ 12.29	\$ 13.52	\$ 14.87	\$ 16.36	\$ 18.00	\$ 19.79	\$ 21.77	\$ 23.95	\$ 26.35	\$ 28.98

Note: 10% increase between grades and 1% increase between steps. Placement on the scale is based on qualifications and experience as promulgated on the position description.

Adopted:
M