



## **CIBOLA COUNTY BOARD OF COMMISSIONERS**

Daniel Torrez  
Chairman

Robert Windhorst  
1<sup>st</sup> Vice Chairman

Martha Garcia  
2<sup>nd</sup> Vice Chairman

Christine Lowery  
Commissioner

Ralph Lucero  
Commissioner

**Regular Commission Meeting  
Thursday, February 27, 2020  
5:00 p.m.  
Cibola County Commission Chambers  
700 E. Roosevelt Ave., Suite 50**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Prayer**
5. **Approval of Agenda**

6. **Commissioner's Report**

Each Commissioner will have the opportunity to report feedback to the community regarding the district they represent.

7. **Public Comment**

The Public has the opportunity to provide comment on any subject during the public comment period. Speaker's comments will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit is given in an effort to allow public input but also to move the agenda forward in a prompt yet efficient manner.

8. **Minutes**

- a. Minutes from January 30<sup>th</sup>, 2020 Special Commission Meeting Minutes

9. **Discussion**

- a. City of Grants-Future Projects

10. **Reports**

- a. Manager and Treasurer Report-Kate Fletcher-County Manager, Kathy Gonzales-Treasurer
- b. Finance Report-Paul Ludi-Finance Director

11. **New Business – Action May Be Taken**

- a. Consideration of Resolution 20-19 Budget Adjustment #7
- b. Consideration of Resolution 20-20 NMFA Loan and Intercept Agreement for Sheriff's Radio

- c. Consideration of Resolution 20-21 Imposing A Liquor License Tax and Providing a Remedy for Collection
- d. Consideration of Resolution 20-22 Supporting the Eligibility and Intent of Cibola County to Submit an Application to NMDOT for the Local Government Transportation Fund
- e. Consideration of Roads for Addition to or Abandonment from the County Road Maintenance List
- f. Consideration of Claim of Exemption 7-Dedication of a new Easement for an Existing Road and Vacation of Easements that are no Longer in use.
- g. Consideration of Award of Legal Services Contract
- h. Consideration of Out of State Travel for the Assessor's Office Staff to Attend Tyler Connect 2020 Conference April 26<sup>th</sup>-April 29<sup>th</sup> in Orlando FL, and EagleView training March 9-12 Phoenix, AZ
- i. Consideration to Procure Appraisals for 515 W High Street, Smith's 700 E. Roosevelt Suite 10 and 114 McBride-Detention Center
- j. Consideration of Cost Share Agreement Between Bernalillo County and Cibola County to House Juvenile Offenders FY21
- k. Consideration to approve requisitions over \$20,000
  - a) Purchase of dump truck - Road Department

## **12. Executive Session**

Pursuant to Section 10-15-1 (H) (2) & (7) the following matter may be discussed in closed session:

- Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section 10-15-1, only the following matters will be discussed in closed session:

### **Personnel**

- a.) Paul Ludi-Finance Director
- b.) Gary Porter-Road Superintendent

### **Real Property**

- a.) Cibola General Hospital and Medical Office Property-1016 E. Roosevelt Ave. and 1423 E. Roosevelt Ave., Grants, NM 87020
- b.) US Army National Guard Recruit Building 2001 E. Santa Fe Av., Grants, NM 87020

- Motion and Roll Call Vote To Return To Regular Session
- Motion and Roll Call Vote that Matters Discussed In Closed Session Were Limited To Those Specified In Motion For Closure, and That No Final Action Was Taken, As Per New Mexico Statutes Section §10-15-1.

## **13. New Business – Action May Be Taken**

- a. Directions Staff Regarding Salary Increase for Paul Ludi-Finance Director
- b. Directions Staff Regarding Salary Increase for Gary Porter-Road Superintendent
- c. Direction to Staff Regarding CGHC and Medical Office Property
- d. Direction to Staff Regarding Resolution 20-23 Requesting Transfer of Property Ownership from NM National Guard to Cibola County

**14. Announcements**

The Next Commission Regular Commission Meeting will be March 26<sup>th</sup>, 2020 at 5:00p.m. in the Cibola County Commission Chambers.

**15. Adjournment**

*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 hearing or meeting please contact the Cibola County Administration Building, 700 East Roosevelt Ave., Suite 50, Grants, NM 87020, phone (505) 287-9431 at least one (1) week prior to the meeting or as soon as possible. Public document including the agenda and minutes, can be provided in various accessible formats. Please contact the Cibola County Administration if a summary or other type of accessible format is needed.*



8a.

# Minutes

01.30.2020

Special Commission  
Meeting Minutes

***Cibola County Commission***  
**Special Meeting**  
**Thursday January 30<sup>th</sup>, 2020**

The Cibola County Commission held a Special Meeting on Thursday January 30<sup>th</sup>, 2020 at 5:00 pm in the Cibola County Commission Chambers

**Elected Officials Present Staff**

Daniel Torrez, Chairman  
Robert Windhorst, 1<sup>st</sup> Vice Chairman  
Martha Garcia, 2<sup>nd</sup> Vice Chairman  
Christine Lowery, Commissioner  
Ralph Lucero, Commissioner

Kate Fletcher, County Manager  
Wendy Self, Procurement Officer  
Natalie Grine, Chief Deputy  
Denise Salcido, Filing/Recording

**1. CALL TO ORDER**

Chairman Torrez called the meeting to Order at 5:00 pm.

**2. ROLL CALL**

Chairman Torrez does roll call 5-0 Commissioners in attendance.

**3. Pledge of Allegiance** Recited by all.

**4. Prayer** Commissioner Windhorst led us in prayer.

**5. Approval of Agenda**

Motion to approve agenda made by Commissioner Lucero, second by Commissioner Lowery 5-0 affirmative

**6. Commissioner's Report**

**Commissioner Lucero-**

No new County business. Has been receiving a lot of calls about the property taxes being implemented with the City bond question.

**Commissioner Lowery-**

Voting has been the top priority. We have two MOU's between the County and the Pueblo of Laguna to help recruit interpreters and poll workers for the six precincts there. We do have an opening for a new Voting Rights Coordinator which will help us out.

**Commissioner Garcia-**

The community of Fence Lake and also Candy Kitchen need to reserve a date and place for residents to meet in regards to the Census. Fence Lake going to meeting here in the beginning of February. Candy Kitchen has asked if they can add some roads to the County inventory. Many of the residents have moved into the area, there are five or more residents on the roads that could be improved in the area. The water system within the community which provides not only for Ramah. Candy Kitchen and Pine Meadows go to haul their water from one of the wells went out. They are working on it but it is taking a while because they don't know what the problem is. The weather has not been cooperating with them. We only have one well that is providing the water it goes up and down. They are having an emergency meeting on Monday. Might be needing a water truck to help out the communities.

**Commissioner Windhorst-**

A couple of weeks ago we had a family that lost their home in Cubero. The people all gathered in that small community and they worked to clean up that property. Also been working with Bluewater and NM Rural water. There's a problem in our state with small communities that have water systems, they cannot afford to keep up with the state's stringent regulations. Some of these communities like Bluewater are going into debt trying to keep up with them. We are working and trying to get the state to put more money into that organization so they can help these smaller communities. Last week we had a cleanup in Bluewater and wants to thank Wayne Vigil to helps with all the cleanups for his hard work. There was a great turnout it was cold. Also been fielding a lot of calls from families who are about to be displaced.

**Commissioner Torrez-**

Wants to thank the Road Department and the Road Review for the signs that they put up, the cutting of the trees and all of the little things that the County Road Department does that gets overlooked.

**7. Public Comment**

No Public Comment

**8. Minutes**

a) **Minutes from December 3<sup>rd</sup>, 2019 Special Commission Meeting Minutes**

b) **Minutes from January 9<sup>th</sup>, 2020 Special Commission Meeting Minutes**

Motion to Approve both Minutes for December 3<sup>rd</sup>, 2019 Special Commission Meeting and Minutes from January 9<sup>th</sup>, 2020 Special Commission Meeting made by Commissioner Garcia, Second made by Commissioner Windhorst 5-0 Affirmative

**9. Reports**

a) **Manager Report- Kate Fletcher-County Manager-**

b) **Finance Report- Kate Fletcher-Finance Director-**

Last week in Santa Fe we had the 2020 New Mexico Legislative Conference. It was extremely busy, there's a lot of learning. Thanks all the Commissioners that attended. Very

proud to represent the County, we had a lot of people out there that represented the County very well. We did a lot of training New Mexico Edge classes take place Monday and Tuesday a lot of out people took those classes. We had affiliate meetings that are put on by other Counties. We had three graduates from NM Edge, they were Kathy Gonzales with her CPS, Dolores Vallejos and Michael Dodds. Our audit was released last week. We had four findings and they are unmodified/qualified. The hospital is a component unit, so the findings are combined. We still have some work to do, we have some findings we need to address. Have been working on our initiating and vacating roads. We put the signs out last Friday, they have to be on the roads for five days. After that is the last process, we got the review to meet all together so Saturday they will be going and reviewing for the last time the roads and recommendations. Want to discuss and recommend the action item for the approval for payroll increase for our Road Department employees. We need to recognize our employees that work hard. Recommending a 15% increase to the employees. The DFA reporting for the second quarter Paul has worked with Wendy to get it reconciled and its ready to go after approval of the final budget adjustments. Secured NFA loan for radios for the Sheriff's office. Started the reestablishment process for the bond rating by the end of this year we should be reestablished. We put a new fund into our budget and audit, it is the Census Fund. We are borrowing from the NFA and will use our Law Enforcement Protection Fund for that. Reporting from outside agencies is going well. Everyone is on track with their budget.

#### **10. Presentation**

- a) Update on Economic Development Project at Milan Industrial Park- Ronny Pynes**

#### **11. Public Hearing**

- a) Proposed Ordinance 20-01 Cibola County Environment and Safety Ordinance**
- b) Proposed Ordinance 20-02 Regulating the Burial on Private Property**

#### **12. New Business – Action May Be Taken**

- a) Consideration of Ordinance 20-01 Cibola County Environment and Safety Ordinance**  
Motion to Approve Ordinance 20-01 Cibola County Environment and Safety Ordinance made by Commissioner Windhorst, Second made by Commissioner Lucero 5-0 Affirmative
- b) Consideration of Ordinance 20-02 Regulating the Burial on Private Property**  
Motion to Approve Ordinance 20-02 Regulation the Burial on Private Property made by Commissioner Windhorst, Second made by Commissioner Lowery 5-0 Affirmative
- c) Consideration of Resolution 20-16 Budget Adjustment #6**  
Motion to Approve Resolution 20-16 Budget Adjustment #6 made by Commissioner Lucero, Second made by Commissioner Lowery 5-0 Affirmative

**d) Consideration of Resolution 20-17 Recognizing as First Responders 911 Public Safety Telecommunicators of the Cibola Regional Communications Center**

Motion to Approve Resolution 20-17 Recognizing as First Responders 911 Public Safety Telecommunicators of the Cibola Regional Communications Center made by Commissioner Windhorst, Second made by Commissioner Garcia 5-0 Affirmative

**e) Consideration of Resolution 20-18 FY 20 Second Quarter Financial Report- Year Ending June 30<sup>th</sup>, 2020**

Motion to Approve Resolution 20-18 FY 20 Second Quarter Financial Report- Year Ending June 30<sup>th</sup>, 2020 made Commissioner Windhorst, Second made by Commissioner Lucero 5-0 Affirmative

**f) Consideration of Mt. Taylor Winter Quad Alcohol Permit Application**

Motion to Approve Mt. Taylor Winter Quad Alcohol Permit Application made by Commissioner Lucero, Second made by Commissioner Windhorst 5-0 Affirmative

**g) Consideration of a Payroll Increase for all Road Department Employees**

Motion to Approve Payroll Increase for all Road Department Employees made by Commissioner Lucero, Second made by Commissioner Garcia 5-0 Affirmative

**13. Executive Session**

Pursuant to Section 10-15-1 (H) (2) & (7) the following matter may be discussed in closed session:

- Motion and roll call vote to go into executive session and that, pursuant to New Mexico State Statute Section 10-15-1, only the following matters will be discussed in closed session: made by Commissioner Windhorst Second made by Commissioner Lowery at 6:15 p.m. 5-0 Affirmative

**Real Property**

**a) Cibola General Hospital and Medical Office Property- 1016 E. Roosevelt Ave and 1423 E. Roosevelt Ave. Grants, NM 87020**

- Motion and Roll Call to Return to Regular Session made by Commissioner Lucero, Second made by Commissioner Windhorst 5-0 Affirmative at 6:30p.m..
- Motion and Roll Call Vote that Matters Discussed in Closed Session were Limited to those Specified in Motion For Closure, and that no Final Action was taken, as per New Mexico Statutes Section §10-15-1, made by Commissioner Garcia, Second made by Commissioner Lucero 5-0 Affirmative.

**14. New Business- Action May Be Taken**

**a) Direction to Staff regarding CGHC and Medical Office Property**

No action taken

**15. Announcements**

The next Regular Commission Meeting will be February 27<sup>th</sup>, 2020 at 5:00p.m. in the Cibola County Commission Chambers. Cibola County Offices will be closed Monday, February 17<sup>th</sup>, 2020 in observation of President's Day Holiday.

**10. ADJOURNMENT**

Commissioner Torrez called to adjourn the meeting at 6:35 pm.



9a.

# Discussion

## City of Grants Future Projects

No Backup Provided



10a.

## Reports

# Manager Report

No Documentation Currently



10b.

## Reports

# Finance Report

No Documentation Currently



**X.**

**Reports not  
Presented**

**Road Dept.**

# ***Cibola County Road Dept.***

***700 E. Roosevelt Suite 50***

***Grants NM 87020***

***505-285-2570 Phone 505-285 3656 Fax***



***Friday, February 14, 2020***

***To: Kate Fletcher - County Manager***

***Fr: Gary Porter - Public Works Director***

***Re: Monthly Report: 1/01/20 - 1/31/209 (January)***

## ***Regular Maintenance***

### ***Blade & Shape***

<b><u><i>Road</i></u></b>	<b><u><i>Description</i></u></b>	<b><u><i>Miles</i></u></b>
<b><i>C29</i></b>	<b><i>Plano Colorado</i></b>	<b><i>2.482</i></b>
<b><i>C41</i></b>	<b><i>Pie Town Road</i></b>	<b><i>10.714</i></b>
<b><i>C34</i></b>	<b><i>Pine Hill Road</i></b>	<b><i>9.744</i></b>
<b><i>C12</i></b>	<b><i>DeArmond Spring Road</i></b>	<b><i>0.698</i></b>
<b><i>C10</i></b>	<b><i>N. Castillo's Road</i></b>	<b><i>2.500</i></b>
<b><i>C49</i></b>	<b><i>Zuni Canyon Road</i></b>	<b><i>1.000</i></b>
<b><i>C40</i></b>	<b><i>Woodard Ranch Road</i></b>	<b><i>1.825</i></b>
<b><i>C15</i></b>	<b><i>Rinconada Road</i></b>	<b><i>5.530</i></b>
<b><i>C9</i></b>	<b><i>Water Canyon Road</i></b>	<b><i>4.095</i></b>
<b><i>C11</i></b>	<b><i>Bibo Ranch Road</i></b>	<b><i>0.636</i></b>
<b><i>C63</i></b>	<b><i>Anaconda Road</i></b>	<b><i>5.931</i></b>
<b><i>C35D</i></b>	<b><i>W. Homestead Road</i></b>	<b><i>2.949</i></b>
<b><i>Total Miles</i></b>		<b><i>48.104</i></b>

## ***Special Projects***

<b><i>C7</i></b>	<b><i>Cubero - Cut trees, patching.</i></b>
<b><i>C54</i></b>	<b><i>Ft. Wingate Rd. - Sweep.</i></b>
<b><i>C52</i></b>	<b><i>El Gallo Rd. - Sweep.</i></b>
<b><i>C15</i></b>	<b><i>Rinconada Rd. - Clean culverts and cattle guards.</i></b>
<b><i>C21</i></b>	<b><i>Murray Acres - Sweep.</i></b>

**C22** *Broadview Acres - Sweep.*  
**C23** *Ralph Card Rd. - Sweep.*  
**C6** *Seboyeta - Patching.*  
**C58** *San Rafael - Cut trees, paint speed humps.*  
**C48A** *Timberlake Rd. - Haul Base Course.*  
**C24** *Elkins Rd. - Patching*  
**C17** *Mt. Taylor Addition - Paint speed humps.*

**Snow Removal**

**C18** *Horace Mesa.*  
**C18A** *Lobo Creek Rd.*  
**C18B** *La Jara Mesa.*  
**C19A** *Cantina Homesites Rd.*  
**C19B** *La Mosca Tank Rd.*  
**C59** *Dwight Small Rd.*  
**C7** *Cubero Loop.*  
**C14** *San Fidel.*  
**C15** *Rinconada Rd.*  
**C59** *Dwight Small Rd.*  
**C7** *Cubero*  
**C8** *Encinal Rd.*  
**C24** *Elkins Rd.*  
**C21** *Murray Acres*  
**C22** *Broadview Acres*  
**C23** *Ralph Card Rd.*  
**C33** *Candy Kitchen Rd.*  
**C49** *Zuni Canyon Rd.*  
**C48** *Mallory Rd.*  
**C35** *Fencelake Comm. Rds.*  
**C32** *Zuni Trail*  
**C48A** *Timberlake Rd.*  
**C31N** *Bluewater North*  
**C58** *San Rafael*  
**C20** *San Mateo.*  
**C30** *Bluewater South.*

# Cibola County Road Dept.

700 E. Roosevelt Suite 50

Grants NM 87020

505-285-2570 Phone Fax 505-287-3656



## **MAINTENANCE REPORT**

**January 2020**

<u><b>Department</b></u>	<u><b>Unit Number</b></u>	<u><b>Total Parts &amp; Oil</b></u>	<u><b>Hours Worked</b></u>	<u><b>Mechanic Rate</b></u>	<u><b>Total on Repair Order</b></u>
<b>Road Dept.</b>	<b>154</b>	<b>\$16.00</b>	<b>1</b>	<b>\$ 16.00</b>	<b>\$ 32.00</b>
				<b>TOTAL</b>	<b>\$ 32.00</b>

<u><b>Department</b></u>	<u><b>Unit Number</b></u>	<u><b>Total Parts &amp; Oil</b></u>	<u><b>Hours Worked</b></u>	<u><b>Mechanic Rate</b></u>	<u><b>Total on Repair Order</b></u>
<b>Sheriffs</b>	<b>00038-G</b>	<b>\$30.94</b>	<b>3</b>	<b>\$ 16.00</b>	<b>\$ 78.94</b>
<b>Sheriffs</b>	<b>05226-G</b>	<b>\$27.97</b>	<b>1</b>	<b>\$ 16.00</b>	<b>\$ 43.97</b>
<b>Sheriffs</b>	<b>07878-G</b>	<b>\$43.10</b>	<b>4</b>	<b>\$ 16.00</b>	<b>\$ 107.10</b>
<b>Sheriffs</b>	<b>G-85729</b>	<b>\$27.65</b>	<b>1</b>	<b>\$ 16.00</b>	<b>\$ 43.65</b>
<b>Sheriffs</b>	<b>G-90204</b>	<b>\$8.69</b>	<b>0.5</b>	<b>\$ 16.00</b>	<b>\$ 16.69</b>
<b>Sheriffs</b>	<b>G-90205</b>	<b>\$24.39</b>	<b>1</b>	<b>\$ 16.00</b>	<b>\$ 40.39</b>
<b>Sheriffs</b>	<b>G-90667</b>	<b>\$25.74</b>	<b>3</b>	<b>\$ 16.00</b>	<b>\$ 73.74</b>
<b>Sheriffs</b>	<b>G-92101</b>	<b>\$8.00</b>	<b>4</b>	<b>\$ 16.00</b>	<b>\$ 72.00</b>
<b>Sheriffs</b>	<b>G-96110</b>	<b>\$27.97</b>	<b>1</b>	<b>\$ 16.00</b>	<b>\$ 43.97</b>
<b>Sheriffs</b>	<b>G-96442</b>	<b>\$40.19</b>	<b>1.5</b>	<b>\$ 16.00</b>	<b>\$ 64.19</b>
				<b>TOTAL</b>	<b>\$ 584.64</b>

# Cibola County Road Dept.

515 W. High Street

Grants NM 87020

505-285-2570 Phone 505-287-3656 Fax



## FUEL REPORT - CIBOLA COUNTY ROAD DEPARTMENT

**January 2020**

UNLEADED						
UNIT #	VEHICLE #	COST/MILE	MPG	MILES	TOTAL GAL.	TOTAL COST
127	G-18473	0.34	6.87	312	45.400	\$ 107.12
128	G-18464	#VALUE!	#VALUE!	N/U	0.000	\$ -
130	G-15638	0.26	9.22	556	60.300	\$ 142.28
131	G-29800	#VALUE!	#VALUE!	N/U	0.000	\$ -
132	G-29091	#VALUE!	#VALUE!	N/U	0.000	\$ -
133	G-23696	0.00	#DIV/0!	48	0.000	\$ -
134	G-23697	#VALUE!	#VALUE!	N/U	0.000	\$ -
135	G-39980	#VALUE!	#VALUE!	N/U	0.000	\$ -
136	G-39988	#VALUE!	#VALUE!	N/U	0.000	\$ -
138	G-95862	0.18	15.52	1,738	112.000	\$ 311.06
139	G-57384	0.16	15.18	214	14.100	\$ 33.27
140	G-57619	#VALUE!	#VALUE!	N/U	0.000	\$ -
141	G-57618	0.14	16.86	656	38.900	\$ 91.77
146	146	#VALUE!	#VALUE!	N/U	0.000	\$ -
147	G-66164	#VALUE!	#VALUE!	N/U	0.000	\$ -
148	G-66165	0.18	13.31	213	16.000	\$ 37.75
150	G-70482	0.27	8.73	192	22.000	\$ 51.91
151	G-78718	0.21	11.44	1,153	100.800	\$ 237.81
152	G-64239	#VALUE!	#VALUE!	N/U	0.000	\$ -
153	G-86952	0.11	21.19	2,341	110.500	\$ 260.72
154	G-86953	0.10	24.08	1,009	41.900	\$ 98.86
155	G-86954	0.12	20.47	389	19.000	\$ 44.82
156	Diesel Air Compressor	#VALUE!	#VALUE!	N/U	0.000	\$ -
157	G-91750	0.14	16.84	2,238	132.900	\$ 313.55
Extra Gas Card	Extra Gas Card	#VALUE!	#VALUE!	N/U	0.000	\$ -
<b>TOTAL GAS</b>					<b>713.800</b>	<b>\$ 1,730.92</b>

<b>DIESEL FUEL</b>						
<b>UNIT #</b>	<b>VEHICLE #</b>	<b>COST/MILE</b>	<b>MPG</b>	<b>MILES</b>	<b>TOTAL GAL.</b>	<b>TOTAL COST</b>
137	G-50237	0.23	11.92	559	46.900	\$ 130.28
209	G-18476	#VALUE!	#VALUE!	N/U	0.000	\$ -
212	G-30550	#VALUE!	#VALUE!	N/U	0.000	\$ -
213	G-30549	1.20	2.32	131	56.500	\$ 156.91
214	G-38441	0.54	5.16	1,484	287.600	\$ 798.79
215	G-67372	0.41	6.76	381	56.400	\$ 156.64
216	G-67371	#VALUE!	#VALUE!	N/U	0.000	\$ -
217	G-70782	0.49	5.62	244	43.400	\$ 120.54
218	Distributor	#VALUE!	#VALUE!	N/U	0.000	\$ -
219	Water Truck	#VALUE!	#VALUE!	N/U	0.000	\$ -
220	New Transport	0.49	5.61	568	101.200	\$ 281.07
221	New Dump Truck	0.49	5.63	793	140.900	\$ 391.33
305	305	#VALUE!	#VALUE!	N/U	0.000	\$ -
306	306	#VALUE!	#VALUE!	N/U	0.000	\$ -
307	307	29.72	0.09	3	32.100	\$ 89.15
308	308	2.05	1.35	15	11.100	\$ 30.82
309	309	#VALUE!	#VALUE!	N/U	0.000	\$ -
310	310	#VALUE!	#VALUE!	N/U	0.000	\$ -
311	311	0.00	#DIV/0!	7	0.000	\$ -
312	312	#VALUE!	#VALUE!	N/U	0.000	\$ -
313	313	#VALUE!	#VALUE!	N/U	0.000	\$ -
314	314	#VALUE!	#VALUE!	N/U	0.000	\$ -
416	416	13.15	0.21	45	213.000	\$ 591.60
417	417	7.90	0.35	66	187.800	\$ 521.57
418	418	8.90	0.31	45	144.200	\$ 400.48
419	419	12.08	0.23	58	252.300	\$ 700.72
420	420	11.36	0.24	57	233.200	\$ 647.69
501	501	#VALUE!	#VALUE!	N/U	0.000	\$ -
525	525	0.92	2.58	25	9.700	\$ 22.88
Extra Diesel Card	Extra Diesel Card	#VALUE!	#VALUE!	N/U	0.000	\$ -
<b>TOTAL DIESEL</b>					<b>1816.300</b>	<b>\$ 5,040.47</b>

**\*N/U = NOT USED**



11a.

# New Business

## Resolution 20-19

Budget Adjustment # 7

**Cibola County Commission**

Daniel J. Torrez, Chairman  
Robert Windhorst, 1<sup>st</sup> Vice-Chair  
Martha Garcia, 2<sup>nd</sup> Vice-Chair  
Christine Lowery, Commissioner  
Ralph Lucero, Commissioner

**Cibola County**  
**700 E. Roosevelt Ave., Suite 50**  
Grants, New Mexico 87020  
Phone (505) 287-9431 – Fax (505) 285-5434



Kate Fletcher  
County Manager

**Resolution No. 20-19 – BAR # 7**

**Fiscal Year 2020**

**WHEREAS,** the Board of County Commissioners of the County of Cibola is the duly constituted governing body of the County and serves *ex officio* as the County Board of Finance with authority for establishing, monitoring, and adjusting the County's budget; and

**WHEREAS,** budget adjustments are required to establish correct beginning cash balances; allow for new transfers; to allow for budget increases and decreases to revenues and expenditures to offset any unanticipated revenues and/or expenditures; and to correct amounts when required; and

**WHEREAS,** the budget adjustments and the associated line items with amounts stated on the **attached, Schedule of Budget Adjustments 20-19A** is essential.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS of the COUNTY OF CIBOLA, STATE OF NEW MEXICO, ex officio COUNTY BOARD OF FINANCE** that the adjustments included in this document are deemed necessary to the operations of the County for the 2020 fiscal year ending June 30, 2020.

**PASSED, APPROVED and ADOPTED** by the governing body at a regular meeting on the 27th day of February 2020.

**THE BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Daniel Torrez, Chairman

\_\_\_\_\_  
Robert Windhorst, 1<sup>st</sup> Vice-Chair

\_\_\_\_\_  
Martha Garcia, 2<sup>nd</sup> Vice-Chair

\_\_\_\_\_  
Dr. Christina Lowery, Commissioner

\_\_\_\_\_  
Ralph Lucero, Commissioner

**ATTEST:**

\_\_\_\_\_  
Michelle E Dominguez, County Clerk

ENTITY NAME:	Cibola County
FISCAL YEAR:	FY 2019-20
RESOLUTION #:	20-19
BAR SCHEDULE:	20-19A

[illegible]

ATTEST:

Date \_\_\_\_\_

**Board Chairman**

Data



11 b.

# New Business

## Resolution 20-20

NMFA Loan and Intercept Agreement

Sheriff's Radio

No backup currently

SUTIN THAYER & BROWNE  
A PROFESSIONAL CORPORATION  
LAWYERS

IRWIN S. MOISE (1906-1984)  
LEWIS R. SUTIN (1908-1992)  
FRANKLIN JONES (1919-1994)  
RAYMOND W. SCHOWERS (1948-1995)  
GRAHAM BROWNE (1935-2003)  
NORMAN S. THAYER (1933-2018)  
STEPHEN CHARNAS (1934-2018)  
MICHAEL G. SUTIN (1935-2019)

ROBERT G. HEYMAN (Of Counsel)

NOE ASTORGA-CORRAL  
LILIANA BENITEZ DE LUNA

ANNE P. BROWNE  
SUZANNE WOOD BRUCKNER  
STEFAN R. CHACÓN  
MARIA MONTOYA CHAVEZ  
EDUARDO A. DUFFY  
TINA MUSCARELLA GOOCH  
ALISON K. GOODWIN  
JESSE D. HALE  
SUSAN M. HAPKA  
WADE L. JACKSON  
DAVID H. JOHNSON  
ROBERT J. JOHNSTON  
CHRISTINA M. LOONEY

STEVAN DOUGLAS LOONEY  
DEBORAH E. MANN  
BRANA L. MEECH  
LYNN E. MOSTOLLER  
CHARLES J. PIECHOTA  
JAY D. ROSENBLUM  
FRANK C. SALAZAR  
JUSTIN R. SAWYER  
ANDREW J. SIMONS  
BARBARA G. STEPHENSON  
MARIPOSA PADILLA SIVAGE  
BENJAMIN E. THOMAS  
L. CURTIS VERNON

6100 UPTOWN BLVD NE, SUITE 400  
ALBUQUERQUE, NEW MEXICO 87110  
POST OFFICE BOX 1945  
ALBUQUERQUE, NEW MEXICO 87103  
505-883-2500  
FAX 505-888-6565

150 WASHINGTON AVE, SUITE 210  
SANTA FE, NEW MEXICO 87501  
POST OFFICE BOX 2187  
SANTA FE, NEW MEXICO 87504  
505-988-5521  
FAX 505-982-5297

WWW.SUTINFIRM.COM

February 24, 2020

**FEDERAL EXPRESS**

Mr. Paul Ludi, Finance Director  
Cibola County  
700 East Roosevelt, Suite 50  
Grants, New Mexico 87020

New Mexico Finance Authority Police Equipment  
Loan to Cibola County, New Mexico (PPRF-5143)

Dear Paul:

Enclosed are final versions of the documents listed below for the above-referenced loan. The documents, except for the Resolution, are dated April 10, 2020, which is the date the loan will close. Please have the documents signed by the Town officials designated:

1. **Resolution for February 27, 2020 meeting** - for completion of the quorum and vote information on pages 1 and 12, and for signature by the Chairman and County Clerk on marked pages- please seal as well and add the meeting agenda as Exhibit A. I only need a copy of this. You may retain the original in your records.
2. **Loan Agreement** - for signature by the Chairman and County Clerk, please seal as well.
3. **Intercept Agreement** - for signature by the Chairman and County Clerk, please seal as well.
4. **General and No Litigation Certificate** - for signature by the Chairman, County Clerk, you and Adren Nance.
5. **Arbitrage and Tax Certificate** - for signature by the Chairman, County Clerk and you, please seal as well.
6. **IRS Form 8038-G** - for signature by the Chairman.

February 24, 2020

Page 2

7. **Delivery, Deposit and Cross-Receipt Certificate** - for signature by the Chairman, County Clerk and you, please seal as well.

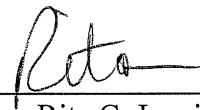
Please have each of the signature pages signed and sealed where designated and return all documents and signature pages to me by **Thursday, March 12, 2020**.

Thank you for your assistance. If you have any questions, please don't hesitate to call me at (505) 883-3438.

Very truly yours,

SUTIN, THAYER & BROWNE  
A Professional Corporation

By



Rita C. Jennings  
Paralegal  
Albuquerque Office

Enclosures  
5403389

STATE OF NEW MEXICO  
CIBOLA COUNTY

The Board of County Commissioners (the "Governing Body") of Cibola County, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at 700 East Roosevelt, Grants, New Mexico on the 27<sup>th</sup> day of February, 2020, at the hour of 5:00 p.m. Upon roll call, the following members were found to be present:

Present:

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Absent:

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Also Present:

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Thereupon, there was officially filed with the County Clerk a copy of a proposed resolution in final form.

CIBOLA COUNTY, NEW MEXICO  
RESOLUTION NO. 20-23

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BETWEEN CIBOLA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$100,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING AND INSTALLING VEHICLE RADIO PACKAGES WITH IN-BAND REPEATER FOR THE GOVERNMENTAL UNIT'S LAW ENFORCEMENT VEHICLES; PROVIDING FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM STATE LAW ENFORCEMENT PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 29-13-6, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE LAW ENFORCEMENT PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following preambles 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 county under the general laws of the State of New Mexico; and

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

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

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

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

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

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Section 4-62-1 through 4-62-10, NMSA 1978, as amended, and with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF CIBOLA COUNTY, NEW MEXICO:

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

"Act" means the general laws of the State, including Sections 4-62-1 through 4-62-10, and Sections 29-13-1 through 29-13-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

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

“Authorized Officers” means, in the case of the Governmental Unit, the Chairman or Vice-Chairman of the Board of County Commissioners, the Finance Director and the County Clerk.

“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.

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

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

“Finance Authority” means the New Mexico Finance Authority.

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

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

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

“Governmental Unit” means Cibola County, New Mexico.

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

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

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

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

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

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

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

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

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

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

“Resolution” means this Resolution No. 20-23 adopted by the Governing Body on February 27, 2020 approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

“State” means the State of New Mexico.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.     Loan Agreement and Intercept Agreement - Authorization and Detail.

A.   Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal

amount of \$100,000, plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project, and (ii) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution is adopted. The Loan shall be in an original aggregate principal amount of \$100,000, 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 November 1 and May 1 of each year, beginning on May 1, 2021 at the rates designated in Exhibit "B" to the Loan Agreement.

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

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

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

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

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

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

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

B.     Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project has 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.

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

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

A.     Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, Pledged Revenues shall be paid redirected 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, if any, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

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

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

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

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

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

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

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

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

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

(Form of Summary of Resolution for Publication)

Cibola County, New Mexico  
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 20-23, duly adopted and approved by the Board of County Commissioners of Cibola County, New Mexico, on February 27, 2020. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the County Clerk, 700 East Roosevelt, Suite 50, Grants, New Mexico. The title of the Resolution is:

CIBOLA COUNTY, NEW MEXICO  
RESOLUTION NO. 20-23

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BETWEEN CIBOLA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$100,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING AND INSTALLING VEHICLE RADIO PACKAGES WITH IN-BAND REPEATER FOR THE GOVERNMENTAL UNIT'S LAW ENFORCEMENT VEHICLES; PROVIDING FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM STATE LAW ENFORCEMENT PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 29-13-6, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE LAW ENFORCEMENT PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM

INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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 of Resolution for Publication)

PASSED, APPROVED AND ADOPTED this 27<sup>th</sup> day of February, 2020.

CIBOLA COUNTY, NEW MEXICO

By: \_\_\_\_\_  
Daniel Torrez, Chairman of the  
Board of County Commissioners

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Michelle E. Dominguez, County Clerk

Commissioner \_\_\_\_\_ then moved adoption of the foregoing Resolution,  
duly seconded by Commissioner \_\_\_\_\_.

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  
Chairman of the Board of County Commissioners declared said motion carried and said Resolution  
adopted, whereupon the Chairman of the Board of County Commissioners and the County Clerk  
signed the Resolution upon the records of the minutes of the Governing Body.

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

CIBOLA COUNTY, NEW MEXICO

By: \_\_\_\_\_  
Daniel Torrez, Chairman of the  
Board of County Commissioners

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Michelle E. Dominguez, County Clerk

**EXHIBIT "A"**

Meeting Agenda  
of the February 27, 2020  
Board of County Commissioners Meeting

(See attached)

STATE OF NEW MEXICO  
CIBOLA COUNTY

I, Michelle E. Dominguez, the duly qualified and acting Clerk of Cibola County, 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 County Commissioners of Cibola County, New Mexico (the "Governing Body"), constituting the Governing Body of the Governmental Unit had and taken at a duly called regular meeting held at 700 East Roosevelt, Suite 50, Grants, New Mexico, on February 27, 2020, at the hour of 5:00 p.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each 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 10<sup>th</sup> day of April, 2020.

CIBOLA COUNTY, NEW MEXICO

By: Michelle E. Dominguez, County Clerk

[SEAL]

\$100,000

LOAN AGREEMENT

dated

April 10, 2020

by and between

NEW MEXICO FINANCE AUTHORITY

and

CIBOLA COUNTY, NEW MEXICO

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

## LOAN AGREEMENT

This LOAN AGREEMENT dated April 10, 2020, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and CIBOLA COUNTY, 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 purchasing and installing vehicle radio packages with in-band repeater for the Governmental Unit's law enforcement vehicles, as described more fully on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Act authorizes the Governmental Unit to use the Pledged Revenues to finance this 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; and

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

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

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

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

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

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

WHEREAS, the execution and performance of this Loan Agreement and Intercept 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, including Sections 4-62-1 through 4-62-10 and Sections 29-13-1 through 29-13-9, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and the Intercept Agreement, including the Resolution.

“Additional Payment Obligations” means payments in addition to Loan Agreement Payments required by this Loan Agreement, including, without limitation, payments required pursuant to the provisions of Articles IX and 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, Chairman, Vice Chairman, Finance Director and County Clerk, 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 semi-annually by The Bond Buyer’s Municipal Marketplace, or any successor publication, acting as Loan Counsel to the Finance Authority.

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

“Closing Date” means the date of execution 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.

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

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

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

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

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

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

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

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

“Intercept Agreement” means the Intercept Agreement dated April 10, 2020, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

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

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

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

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

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

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

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

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

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

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

“Permitted Investments” means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody’s Investors Service, Inc., or S&P Global Ratings; and (iv) the State Treasurer’s short-term investment fund created pursuant to Section 6-10-10.1 NMSA 1978, and operated, maintained and invested by the office of the State Treasurer.

“Pledged Revenues” means revenues 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.

“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 Resolution No. 20-23 adopted by the Governing Body on February 27, 2020, approving this Loan Agreement and the Intercept Agreement, and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

“Term Sheet” means Exhibit “A” attached hereto.

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

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

## ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

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

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Resolution shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

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

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

(d) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement (less the deposits to the Finance Authority Debt Service Account) to the acquisition of the Project.

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

(f) Acquisition and Completion of Project. The Project will consist of acquiring and installing vehicle radio packages with in-band repeater for the Governmental Unit's law enforcement vehicles. 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 Project and to the use of the Pledged Revenues. The Project complies with Section 29-13-7, NMSA 1978, as amended.

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

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

(i) Loan Agreement Term. The weighted average maturity of 3.058 years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is four (4) years.

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

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

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

(m) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement and the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the Intercept Agreement, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, resolutions, 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 the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Governmental Unit, nor compliance by the Governmental Unit with the obligations under such agreements, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

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

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

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

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

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

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

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

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

(x) Use of Law Enforcement Protection Fund Revenues. The Governmental Unit will take no action with respect to the Project that would constitute a violation of the terms of Sections 29-13-7 and 29-13-9, NMSA 1978, as the same may be amended or recompiled from time to time.

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

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

Agreement and, by proper action, has duly authorized the execution and delivery of this Loan Agreement and the Intercept Agreement, based upon the Finance Authority's findings that:

(i) The Governmental Unit is a disadvantaged qualified entity in that its median household income is \$36,089, which is less than eighty percent (80%) of the State median household income of \$46,718; 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 and the Intercept Agreement except to the Trustee pursuant to the Indenture.

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

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

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

(f) Tax-Exempt Reimbursement of Amount Loaned. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act) for the amount of the Loan from the proceeds of tax-exempt bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date.

ARTICLE III  
LOAN AGREEMENT TERM

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

ARTICLE IV  
LOAN; APPLICATION OF MONEYS

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

(a) To the Trustee, the amount shown on the Term Sheet as the Program Account Deposit shall be deposited 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 as needed by the Governmental Unit for the Project; and

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

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

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

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

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

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

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

(i) Interest Components. Amounts necessary to pay the Interest Components coming due on this Loan Agreement on May 1 and November 1 of each Fiscal Year beginning with the Fiscal Year ending June 30, 2021, as described in Exhibit "B";

(ii) Principal Payments. Amounts necessary to pay the Principal Components coming due on this Loan Agreement on May 1 of each Fiscal Year beginning with the Fiscal Year ending June 30, 2021, as described in Exhibit "B".

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

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

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

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

Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from 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 issuance of such additional Parity Obligations (the "Historic Test Period")

shall have been sufficient to pay an amount representing two hundred percent (200%) 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 finance 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 resolution or ordinance, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

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

Section 5.8 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of 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 to the requirement to rebate arbitrage earnings from investments of the proceeds of this Loan Agreement (the "Rebate Exemption") contained in Section 148(f)(4)(D) of the Code, 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) refunding bonds 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

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 Governmental Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which shall be addressed and delivered to the Finance Authority. Governmental Obligations within the meaning of this Section 8.2, unless otherwise approved by the Finance Authority, shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGs"), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

## ARTICLE IX INDEMNIFICATION

From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and the Trustee harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence or other misconduct of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition 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 or the Intercept Agreement:

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

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

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

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

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

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

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

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

Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of

Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

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

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Governmental Unit shall default under any of the provisions hereof and the Finance Authority or the Trustee shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit herein contained, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority or the Trustee, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

## ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows: if to the Governmental Unit, 700 East Roosevelt, Suite 50, Grants, New Mexico 87020, Attention: Finance Director; 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, Attn: 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 and the Intercept Agreement may be assigned and transferred by the Finance Authority to the Trustee, which assignment and transfer are 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 authorized by the Board of Directors of the Finance Authority on January 23, 2020, has executed this Loan Agreement in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

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

By \_\_\_\_\_  
Suzanne Wood Bruckner

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

By \_\_\_\_\_  
Daniel C. Opperman  
Chief Legal Officer

CIBOLA COUNTY, NEW MEXICO

By \_\_\_\_\_  
Daniel Torrez, Chairman  
Board of County Commissioners

[SEAL]

Attest: .

By \_\_\_\_\_  
Michelle E. Dominguez, County Clerk

EXHIBIT "A"

TERM SHEET

New Mexico Finance Authority Loan No. PPRF-5143

Governmental Unit:	Cibola County, New Mexico
Project Description:	Purchase and install vehicle radio packages with in-band repeater for the Governmental Unit's law enforcement vehicles and related equipment
Loan Agreement	
Principal Amount:	\$100,000
Disadvantaged Funding Amount:	\$100,000
Pledged Revenues:	The distribution of Law Enforcement Protection Fund revenues to the Governmental Unit made periodically by the State Treasurer pursuant to Section 29-13-6, NMSA 1978.
Coverage Ratio:	125%
Distributing State Agency:	State Treasurer
Currently Outstanding Parity Obligations:	None
Additional Parity Bonds Test:	200%
Authorizing Legislation:	Resolution No. 20-23 adopted on February 27, 2020
Closing Date:	April 10, 2020
Blended Interest Rate:	0%
Program Account Deposit:	\$100,000
Finance Authority Debt Service Account Deposit:	\$0
First Interest Payment Date:	May 1, 2021
First Principal Payment Date:	May 1, 2021
Final Payment Date:	May 1, 2025

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

EXHIBIT "B"

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

## DETAILED BOND DEBT SERVICE

Cibola County  
2020 Law Enforcement EquipmentLoan Component (LOAN)

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
05/01/2021	20,000		20,000	20,000
11/01/2021				
05/01/2022	20,000		20,000	20,000
11/01/2022				
05/01/2023	20,000		20,000	20,000
11/01/2023				
05/01/2024	20,000		20,000	20,000
11/01/2024				
05/01/2025	20,000		20,000	20,000
	100,000	0	100,000	100,000

Note: The City's MHI of \$36,089 constitutes 77.25% of the states MHI

EXHIBIT "C"

FORM OF REQUISITION

RE: \$100,000 Loan Agreement by and between Cibola County, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement")

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

You are hereby authorized to disburse from the Program Account – Cibola County, New Mexico (2020 Police Radio Equipment Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO. PPRF-5143

CLOSING DATE: April 10, 2020

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 – Cibola County, New Mexico (2020 Police Radio Equipment Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and Cibola County, 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, Cibola County, New Mexico shall, and understands its obligation to, complete 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: \$100,000 Loan Agreement by and between Cibola County, 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

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

LOAN NO.: PPRF-5143

CLOSING DATE: April 10, 2020

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

## INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into April 10, 2020, by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the "State") under the laws of the State and CIBOLA COUNTY, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the "Governmental Unit").

### W I T N E S S E T H:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as the acquisition and installation of vehicle radio package with in-band repeater for the Governmental Unit's law enforcement vehicles; and

WHEREAS, pursuant to Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, and Sections 4-62-1 through 4-62-10, NMSA 1978, as amended (collectively, the "Act"), the Finance Authority and the Governmental Unit are authorized to enter into agreements to facilitate the financing of the Project as described in the Loan Agreement by and between the Finance Authority and the Governmental Unit of even date herewith (the "Loan Agreement"); and

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

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

WHEREAS, the Governmental Unit desires to borrow \$100,000 from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement; and

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

NOW THEREFORE, the parties hereto agree:

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

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$100,000 to finance the acquisition of the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan and all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit "A" (the "Intercept Schedule"), or shall be made from special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues).

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

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

Section 2. Term; Amendments. This Intercept Agreement will remain in full force and effect from its effective date as herein provided until such time as the Loan made pursuant to the Loan Agreement and this Intercept Agreement have been paid in full. Nothing herein shall be deemed in any way to limit or restrict the Governmental

Unit from issuing its own obligations, providing its own program or participating in any other program for the financing of public projects which the Governmental Unit may choose to finance. This Intercept Agreement may be amended only by written instrument signed by the parties hereto.

Section 3. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Resolution No. 20-23, passed and adopted on February 27, 2020 by the Governing Body of the Governmental Unit, which Resolution is in full force and effect on the date hereof.

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

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

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

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

Section 8. Initial Intercept Date. As indicated on the Intercept Schedule, the periodic distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit distributed in the Fiscal Year ending June 30, 2021.

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

[Remainder of page left intentionally blank]

[Signature page follows]

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

NEW MEXICO FINANCE AUTHORITY

By: \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

CIBOLA COUNTY, NEW MEXICO

By: \_\_\_\_\_  
Daniel Torrez, Chairman  
Board of County commissioners

(SEAL)

Attest:

By: \_\_\_\_\_  
Michelle E. Dominguez, County Clerk

Acknowledged:

By: \_\_\_\_\_  
State Treasurer, Tim Eichenberg

Date: \_\_\_\_\_

EXHIBIT "A"

INTERCEPT SCHEDULE  
CIBOLA COUNTY, NEW MEXICO

Fiscal Year Ending June 30 Payment Dates	Pledged Revenues	Annual Amount
2021 through 2025	The distribution of State Law Enforcement Protection Revenues to Cibola County, New Mexico, pursuant to Section 29-13-6, NMSA 1978, as amended, which distributions are made periodically by the State Treasurer	\$20,000

\$100,756  
CIBOLA COUNTY, NEW MEXICO  
RADIO PACKAGES FOR POLICE VEHICLES  
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO                    )  
CIBOLA COUNTY                        ) ss.   GENERAL AND NO LITIGATION  
  )    CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly elected and chosen, Chairman, County Clerk, Finance Director and Attorney for Cibola County, New Mexico (the "Governmental Unit") 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. 20-23 adopted on February 27, 2020 (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 "Cibola County."

2.     The Governmental Unit was established in the year 1981, Section 4-3A-1, NMSA 1978, as amended.

3.     From at least December 13, 2019 (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:

Chairman of the Board:	Daniel J. Torrez
Vice Chairman:	Robert Windhorst
Second Vice Chairman	Martha Garcia
Commissioners:	Ralph Lucero Christine Lowery
County Manager:	Kate Fletcher
County Clerk:	Michelle E. Dominguez
Finance Director:	Paul Ludi

4. The population of the Governmental Unit's jurisdictional and service area 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 and the Intercept 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 and the Intercept Agreement. The Loan Agreement and the Intercept Agreement have 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 and Intercept Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations or charter of the Governmental Unit and the laws of the Governmental Unit or the State.

8. No event will result from the execution and delivery of the Loan Agreement or the Intercept Agreement that constitutes a default or an event of default under either the Loan Agreement, the Intercept Agreement or the Resolution, and no event of default and no default under the Loan Agreement, the Intercept 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 and the Intercept 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, the Loan Agreement and the Intercept 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 the Intercept Agreement or to any of the actions required to be taken by the Resolution , the Loan Agreement or the Intercept 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, the Loan Agreement, or the Intercept 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 except as set forth in the Term Sheet attached as Exhibit "A" to 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, the Intercept Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement, the Intercept Agreement or the Resolution ; (d) the execution and delivery of the Loan Agreement or the Intercept Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement, the Intercept 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 Chairman, County Clerk, Finance Director, 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 130 South 4<sup>th</sup> Street, Santa Rosa, New Mexico 88435, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Ordinance or other action taken by the Governing Body in connection with the Loan Agreement. Open Meetings Act Resolution No. 20-05, as adopted and approved by the Governing Body on January 9, 2020, establishes notice standards as required by Sections 10-15-1 through 10-15-4, NMSA 1978. Open Meetings Act Resolution No. 20-05 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement, the Intercept Agreement and the Ordinance was taken at meetings held in compliance with Open Meetings Act Resolution No. 20-05.

22. *The Cibola Citizen* is a legal newspaper which maintains an office and is of general circulation in the Governmental Unit's jurisdictional and service area.

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 twenty-five percent (125%) 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 Chairman, County Clerk and Finance Director, on the date of the signing of the Loan Agreement and the Intercept Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreements.

26. The Governmental Unit understands that Sutin, Thayer & Browne A Professional Corporation represents the Finance Authority in this Loan and the Governmental Unit has had the opportunity to consult other counsel in connection with the Loan.

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

28. This Certificate may be executed in counterparts.

[Signature page follows]

WITNESS our hands and the seal of the Governmental Unit this 10<sup>th</sup> day of April, 2020.

CIBOLA COUNTY, NEW MEXICO

By \_\_\_\_\_  
Daniel Torrez, Chairman of the Board  
of County Commissioners

By \_\_\_\_\_  
Michelle Dominguez, County Clerk

[SEAL]

By \_\_\_\_\_  
Paul Ludi, Finance Director

APPROVED:

Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 24 and 25 are approved and confirmed.

NANCE, PATO & STOUT

By \_\_\_\_\_  
Adren R. Nance, Attorney for  
Cibola County, New Mexico

5379049

\$100,000  
CIBOLA COUNTY, NEW MEXICO  
RADIO PACKAGES FO POLICE VEHICLES  
NEW MEXICO FINANCE AUTHORITY LOAN

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

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Chairman, County Clerk and Finance Director of Cibola County, 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 \$100,000, to the Finance Authority (the "Loan Agreement"), as authorized by Governmental Unit Resolution No. 20-23 (the "Resolution") adopted on February 27, 2020, relating to the execution and delivery of the Loan Agreement and the Intercept Agreement. The undersigned have received \$100,000 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 the 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:	<u>\$100,000.00</u>

Total:	\$100,000.00
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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 January 10, 2020.

CIBOLA COUNTY, NEW MEXICO

By \_\_\_\_\_  
Daniel Torrez, Chairman of the Board  
of County Commissioners

By \_\_\_\_\_  
Michelle Dominguez, County Clerk

[SEAL]

By \_\_\_\_\_  
Paul Ludi, Finance Director

5379051

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 Cibola County, New Mexico the Loan Agreement and the Intercept Agreement.

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

5379051

\$100,000  
CIBOLA COUNTY, NEW MEXICO  
RADIO PACKAGES FOR POLICE VEHICLES  
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO                   )  
CIBOLA COUNTY                        ) ss. ARBITRAGE AND TAX  
  ) CERTIFICATE

On behalf of Cibola County, New Mexico (the “Governmental Unit”), and in connection with the Loan Agreement dated April 10, 2020 (the “Loan Agreement”), relating to the financing the cost of purchasing and installing vehicle radio packages with in-band repeater for the Governmental Unit’s law enforcement vehicles 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 \$100,000, the Governmental Unit hereby certifies as follows:

Capitalized terms used in this Certificate have the same meanings as defined in Resolution No. 20-23 adopted on February 27, 2020, 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 acquiring 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.     Finance Authority Public Project Revolving Fund Program. The Governmental Unit acknowledges that the Finance Authority may assign and transfer the Loan Agreement to the BOKF, NA, as successor trustee (the “Trustee”) pursuant to the Indenture, as defined in the Loan Agreement, and all Supplemental Indentures thereto, between the Finance Authority and the Trustee (collectively, the “Indenture”). Pursuant to the Indenture, the Loan Agreement may be pledged as an Additional Pledged Loan to the Trustee as additional security for the payment of amounts due on the Finance Authority’s Public Project Revolving Fund Revenue Bonds outstanding at the time of such pledge.

4.     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 \$100,000 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.

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 \$100,000 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 \$100,000 plus investment earnings thereon during the acquisition period.

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 created 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 (1/12<sup>th</sup>) 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 therefor, 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 (as defined in Treasury Regulation Section 1.148(b)) 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 proposed or promulgated with respect thereto. Pursuant to the Loan Agreement, the Governmental Unit shall be liable for any rebatable arbitrage payable pursuant to Section 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 2017-13 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-G 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 3.058 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.

[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 the 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: April 10, 2020.

CIBOLA COUNTY, NEW MEXICO

By \_\_\_\_\_  
Daniel Torrez, Chairman  
Board of County Commissioners

By \_\_\_\_\_  
Michelle E. Dominguez, County Clerk

By \_\_\_\_\_  
Paul Ludi, Finance Director

[SEAL]

5379052

Form **8038-G**

(Rev. September 2018)

Department of the Treasury  
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>Cibola County, New Mexico</b>		2 Issuer's employer identification number (EIN) <b>850291095</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only) <b>3</b>	
<b>700 East Roosevelt Avenue</b>		7 Date of issue <b>04/10/2020</b>	
6 City, town, or post office, state, and ZIP code <b>Grants, New Mexico 87020</b>		9 CUSIP number <b>n/a</b>	
8 Name of issue <b>New Mexico Finance Authority Law Enforcement Radio Equipment Loan</b>		10b Telephone number of officer or other employee shown on 10a <b>505-285-2516</b>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Paul Ludi, Finance Director</b>			

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

11 Education . . . . .	11		
12 Health and hospital . . . . .	12		
13 Transportation . . . . .	13		
14 Public safety . . . . .	14	100,000	00
15 Environment (including sewage bonds) . . . . .	15		
16 Housing . . . . .	16		
17 Utilities . . . . .	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a . . . . .			
b If bonds are BANs, check only box 19b . . . . .			
20 If bonds are in the form of a lease or installment sale, check box . . . . .			

**Part III Description of Bonds. Complete for the entire issue for which this form is being filed.**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05/01/2025	\$ 100,000	\$ 100,000	3.058 years	0.0000 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest . . . . .	22		
23 Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23	100,000	00
24 Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24		
25 Proceeds used for credit enhancement . . . . .	25		
26 Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V . . . . .	28		
29 Total (add lines 24 through 28) . . . . .	29		00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30	100,000	00

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds.**

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . .	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . .	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . .	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

**Part VI Miscellaneous**

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . . **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the name of the GIC provider ► \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the EIN of the issuer of the master pool bond ► \_\_\_\_\_
- d** Enter the name of the issuer of the master pool bond ► \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ► ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► \_\_\_\_\_
- c** Type of hedge ► \_\_\_\_\_
- d** Term of hedge ► \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement . . . . . ► \_\_\_\_\_
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) \_\_\_\_\_

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ Daniel Torrez, Chairman, Bd Co Comm  
Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name <b>Suzanne Wood Bruckner</b>	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN <b>PO1629036</b>
Firm's name ► <b>Sutin, Thayer &amp; Browne A Professional Corporation</b>		Firm's EIN ► <b>85-0225124</b>		
Firm's address ► <b>6100 Uptown Boulevard, NE, Suite 400, Albuquerque, NM 87110</b>		Phone no. <b>505-883-2500</b>		



11 c.

# New Business

Resolution 20-21

Imposing a Liquor License Tax



**BOARD OF COUNTY COMMISSIONERS  
RESOLUTION 20-21**

**A RESOLUTION IMPOSING A LIQUOR LICENSE TAX AND PROVIDING REMEDY  
FOR COLLECTION**

**WHEREAS**, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Ave., Suite 50, Grants, NM 87020, on February 27, 2020, at 5:00 p.m. as required by law; and,

**WHEREAS**, the Boards of County Commissions composing local option districts are empowered by resolution duly adopted on or before the first day of June of each year to impose and annual, non-prohibitive license tax upon the privileges of persons holding state licenses under the provisions of the Liquor Control Act to operate within such counties, outside of the municipalities that are local option districts, as retailers, dispensers, canopy licensees, restaurant licensees or club licensees. NMSA 1978, Section 7-24-2.

**WHEREAS**, Cibola County, as well as the incorporated municipalities of Grants and Milan, is a Local Option District.

**NOW, THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Cibola County that a Liquor License Tax be imposed and collected as set out below.

**A. LICENSE TAX**

1. A license tax in the amount of two hundred fifty dollars (\$250) shall be collected from persons holding state licenses under the provisions of the Liquor Control Act, NMSA 1978, Section 60-3A-1 to 60-8A-19 who operate within the unincorporated areas of Cibola County as retailers, dispensers, canopy licensees, restaurant licensees or club licensees.
2. The tax is due and payable to the Cibola County Clerk on or before July 1, 2020.

**B. REMEDY FOR COLLECTION**

Pursuant to NMSA 1978, Section 7-24-3, the Sheriff of Cibola County, upon the written order of the Board of County Commissioners, duly entered of record, shall close the place of business of any retailer, dispenser, or club who has not paid or tendered the license tax according to this Resolution.

**APPROVED, ADOPTED, AND PASSED** on this 27th day of February 2020.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Daniel Torrez, Chair

\_\_\_\_\_  
Robert Windhorst, Vice-Chair

\_\_\_\_\_  
Martha Garcia, Second Vice-Chair

\_\_\_\_\_  
Christine Lowery, Commissioner

\_\_\_\_\_  
Ralph Lucero, Commissioner

ATTEST:

\_\_\_\_\_  
Michelle E. Dominguez  
Cibola County Clerk



11 d.

# New Business

## Resolution 20-22

Request to Submit NMDOT LGTP  
Funding-CR-1



**BOARD OF COUNTY COMMISSIONERS  
RESOLUTION 20-22**

**DECLARING THE ELIGIBILITY AND INTENT OF THE COUNTY TO SUBMIT AN  
APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION  
(NMDOT) FOR FISCAL YEAR 2020 (FY20) FOR LOCAL GOVERNMENT  
TRANSPORTATION PROJECT FUNDS (LGTPF)**

**WHEREAS**, the Cibola County Board of Commissioners met upon notice of meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Ave., Suite 50, Grants, NM 87020, on February, 27th 2019, at 5:00 p.m. as required by law; and,

**WHEREAS**, the Board of County Commissioners possesses the powers of the county as body politic and corporate, NMSA 1978, Section 4-38-1, granting it the legal authority to apply for, receive, and administer state funds; and,

**WHEREAS**, Cibola County is submitting an application for FY20 for New Mexico funds in the amount of \$650,000 as set forth by State legislation; and,

**WHEREAS**, the Bridge and Roadway Improvements to CR-1 Marquez Road Project named in the LGTPF application is an eligible project under the New Mexico LGTPF requirements; and,

**WHEREAS**, Cibola County acknowledges availability of the required local match of five percent (5%) or \$32,500 for the State of New Mexico; and,

**WHEREAS**, Cibola County agrees to pay any costs that exceed the project amount if the application is selected for funding; and,

**WHEREAS**, Cibola County agrees to maintain the project constructed with LGTPF monies for the useable life of the project.

**NOW, THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Cibola County that:

1. The County authorizes Kate Fletcher, County Manager or his/her designee to submit an application for FY20 New Mexico LGTPF monies in the amount of \$650,000 from the New Mexico Department of Transportation (NMDOT) on behalf of the County.

2. Cibola County assures the NMDOT that if LGTPF funding is awarded, sufficient funding for the local match is available, and that any costs exceeding the requested project amount will be paid for by Cibola County.
3. Cibola County assures the NMDOT that if awarded LGTPF, sufficient funding for the operation and maintenance of the LGTPF project will be available for the life of the project.
4. That **Kate Fletcher, County Manager** or his or her designee is authorized to enter into a Cooperative Project Agreement with the NMDOT for the LGTPF project using these funds as set forth the by state legislation on behalf of the residents of the County. **Kate Fletcher, County Manager** is also authorized to submit additional information as may be required and act as the official representative of the County in this and subsequent related activities.

**APPROVED, ADOPTED, AND PASSED** on this 27th day of February 2020.

**BOARD OF COUNTY COMMISSIONERS**

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Daniel Torrez, Chair

---

Robert Windhorst, 1<sup>st</sup> Vice-Chair

---

Martha Garcia, 2<sup>nd</sup> Vice-Chair

---

Christine Lowery, Commissioner

---

Ralph Lucero, Commissioner

ATTEST:

---

Michelle E. Dominguez  
Cibola County Clerk



11 e.

# New Business

## County Road Maintenance List

Additions and Abandonment of Roads

*To: Anna Larson, Cibola County*

*Ref: road advisory board recommendations*

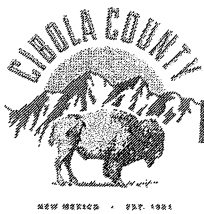
*Anna,*

*Please note that the board is recommending the removal of the St. Anthony mine road and the addition of the Barbara Loop Rd to the road maintenance.*

*Thank you,*

A handwritten signature in blue ink, appearing to read "Hurtado", is written over the printed name "Josephine Hurtado".

*Josephine Hurtado, Bruce Lynn and Rose Blood*



# Review Checklist Addition

**Road name** Barbara Circle  
**Road Location** West of Plano Colorado rd  
**Mileage of road** 1.2  
**Commission District** \_\_\_\_\_ **Review Board Members** Josephine Hurtado  
Bruce Lynn, Rose Blood

## Minimum Road Qualifications

- ☐ Road has existed for 5 years or longer: Date Established Subdivision plat 9/22/1977
- ☒ Road serves a minimum of 4 households: Total households 11
- ☐ Petition requesting road to be added to maintenance has been presented to commission
- ☐ Petitioner's association with the road has been verified through landowner records
- ☐ Petition includes map or drawing illustrating length, width, and right-of-way of the road
- ☐ Petitioners provided documentation of road improvements completed

## Mapping

- ☐ Survey of road to be added
- ☐ Sample copies of Road ROW transfer document attached
- ☒ Minimum Road width of Fifty (50) feet

## Minimum Road Standards

- ☐ 24 ft width of crowned improvements
- ☐ Minimum 6 inch pit run or 4 inch crush run gravel basecourse entire length of the road
- ☐ Grade or slope maximum 10% on minor local street or 6% on collector or arterial streets
- ☐ Proper drainage structures in place in all arroyos sized based on rainfall calculations.

## Comments/Recommendations

There are 11 households on road, and 2  
additional roads that run off of road with  
additional house holds





# Review Checklist Addition

**Road name** Barbara Circle  
**Road Location** West of Plano Colorado Road (Plano Colorado Subdivision)  
**Mileage of road** 1.2 miles  
**Commission District** 4 **Review Board Members** Anna Larson, Gary Porter  
Kate Fletcher

## Minimum Road Qualifications

- ☒ Road has existed for 5 years or longer: Date Established Subdividing Plat 9/22/1977
  - ☒ Road serves a minimum of 4 households: Total households 11
  - ☒ Petition requesting road to be added to maintenance has been presented to commission
  - ☒ Petitioner's association with the road has been verified through landowner records
  - ☒ Petition includes map or drawing illustrating length, width, and right-of-way of the road
  - ☒ Petitioners provided documentation of road improvements completed
- } Road superintendent  
Reeforest

## Mapping

- ☒ Survey of road to be added subdivision plat
- ☐ Sample copies of Road ROW transfer document attached
- ☒ Minimum Road width of Fifty (50) feet

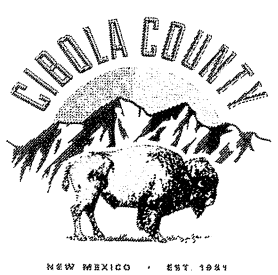
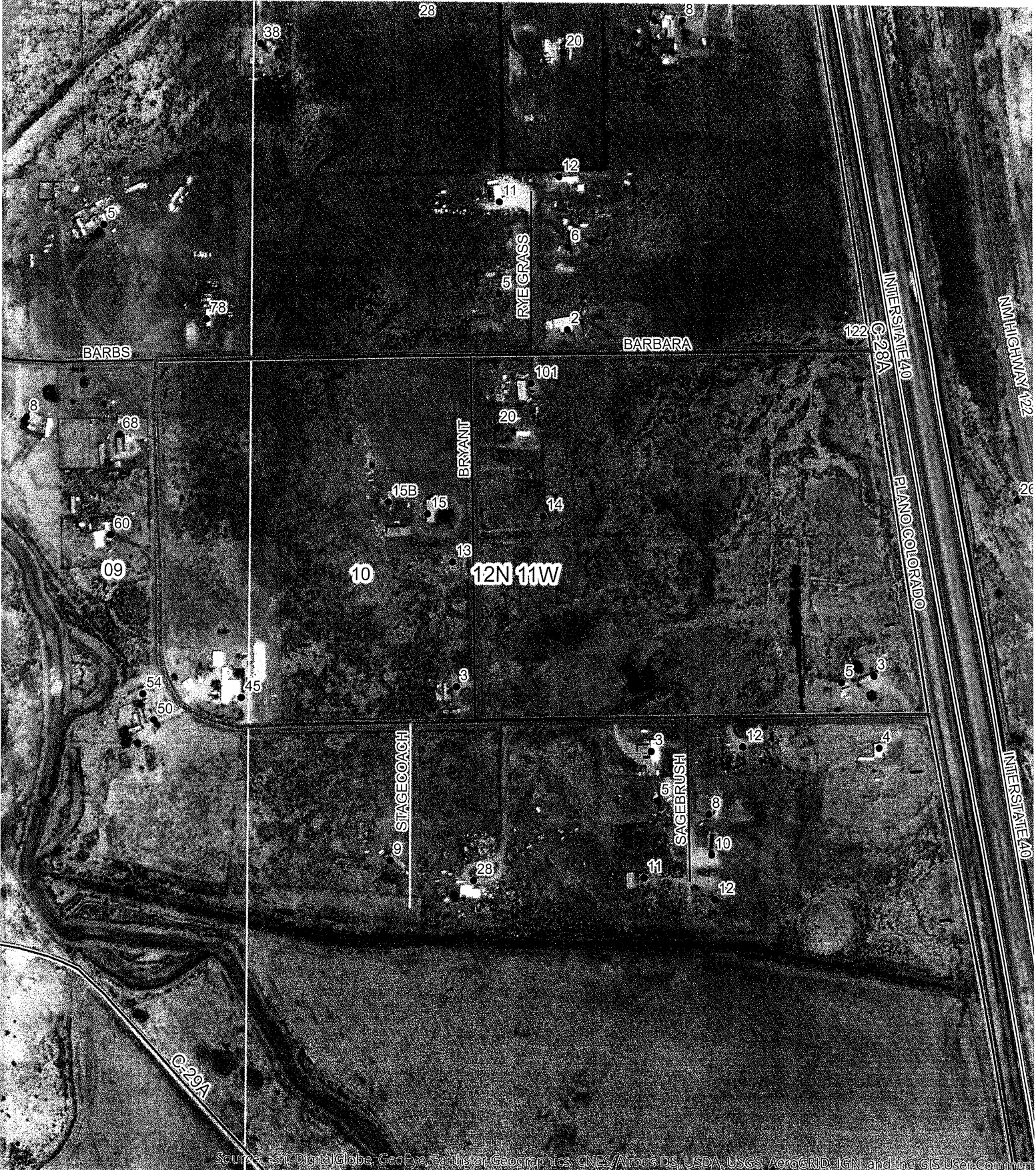
## Minimum Road Standards

- ☒ 24 ft width of crowned improvements
- ☐ Minimum 6 inch pit run or 4 inch crush run gravel basecourse entire length of the road
- ☐ Grade or slope maximum 10% on minor local street or 6% on collector or arterial streets
- ☐ Proper drainage structures in place in all arroyos sized based on rainfall calculations.

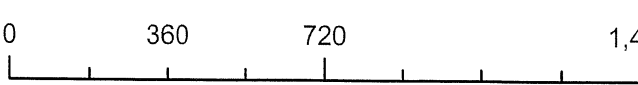
## Comments/Recommendations

Portion Needs widening and blading.  
\* Portions are School Bus Routes \*

Letter mailed 7/25/19 AM L  
1 letter Returned mail.



# Barbara Circle



The GIS material is made available as a public service. Maps and data are to be used for reference purposes only and Cibola County, New Mexico, is not responsible for any inaccuracies herein contained. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided. GIS information is in the public domain and may be copied without permission; citation of the source is appreciated.



# Review Checklist Addition

Road name Tomas Rd

Road Location South of CR 52 Palomas Estate

Mileage of road .94 length .55 to maintain

Commission District II Review Board Members Rose Blood, To  
Hurtado Bruce Lyon

## Minimum Road Qualifications

- ☐ Road has existed for 5 years or longer: Date Established \_\_\_\_\_
- ☐ Road serves a minimum of 4 households: Total households \_\_\_\_\_
- ☐ Petition requesting road to be added to maintenance has been presented to commission
- ☐ Petitioner's association with the road has been verified through landowner records
- ☐ Petition includes map or drawing illustrating length, width, and right-of-way of the road
- ☐ Petitioners provided documentation of road improvements completed

## Mapping

- ☐ Survey of road to be added
- ☐ Sample copies of Road ROW transfer document attached
- ☐ Minimum Road width of Fifty (50) feet

## Minimum Road Standards

- ☐ 24 ft width of crowned improvements
- ☐ Minimum 6 inch pit run or 4 inch crush run gravel basecourse entire length of the road
- ☐ Grade or slope maximum 10% on minor local street or 6% on collector or arterial streets
- ☐ Proper drainage structures in place in all arroyos sized based on rainfall calculations.

## Comments/Recommendations

12 house holds needs culverts replacing  
d gravel. add to maintenance





# Road Review Checklist

**Road name** Tomas Road  
**Road Location** South from CR 52 - Palomas Estates  
**Mileage of road** • 94 total length • 55 to be maintained  
**Commission District** II **Review Board Members** Anna Larson, Gary Porter  
Kate Fletcher

## → Minimum Road Qualifications

- ☒ Road has existed for 5 years or longer 1979
- ☐ Road serves a minimum of 4 households - 8 households first 5 mile plus 4 more to end
- ☐ Petition requesting road to be added to maintenance has been presented to commission Request from
- ☐ Petitioner's association with the road has been verified through landowner records Road Super.
- ☐ Petition includes map or drawing illustrating length, width, and right-of-way of the road
- ☐ Petitioners provided documentation of road improvements completed

## → Mapping

- ☐ Survey map of road to be added Not Complete - portions
- ☐ Sample copies of Road ROW transfer document attached
- ☒ Minimum Road width of Fifty (50) feet appears to be

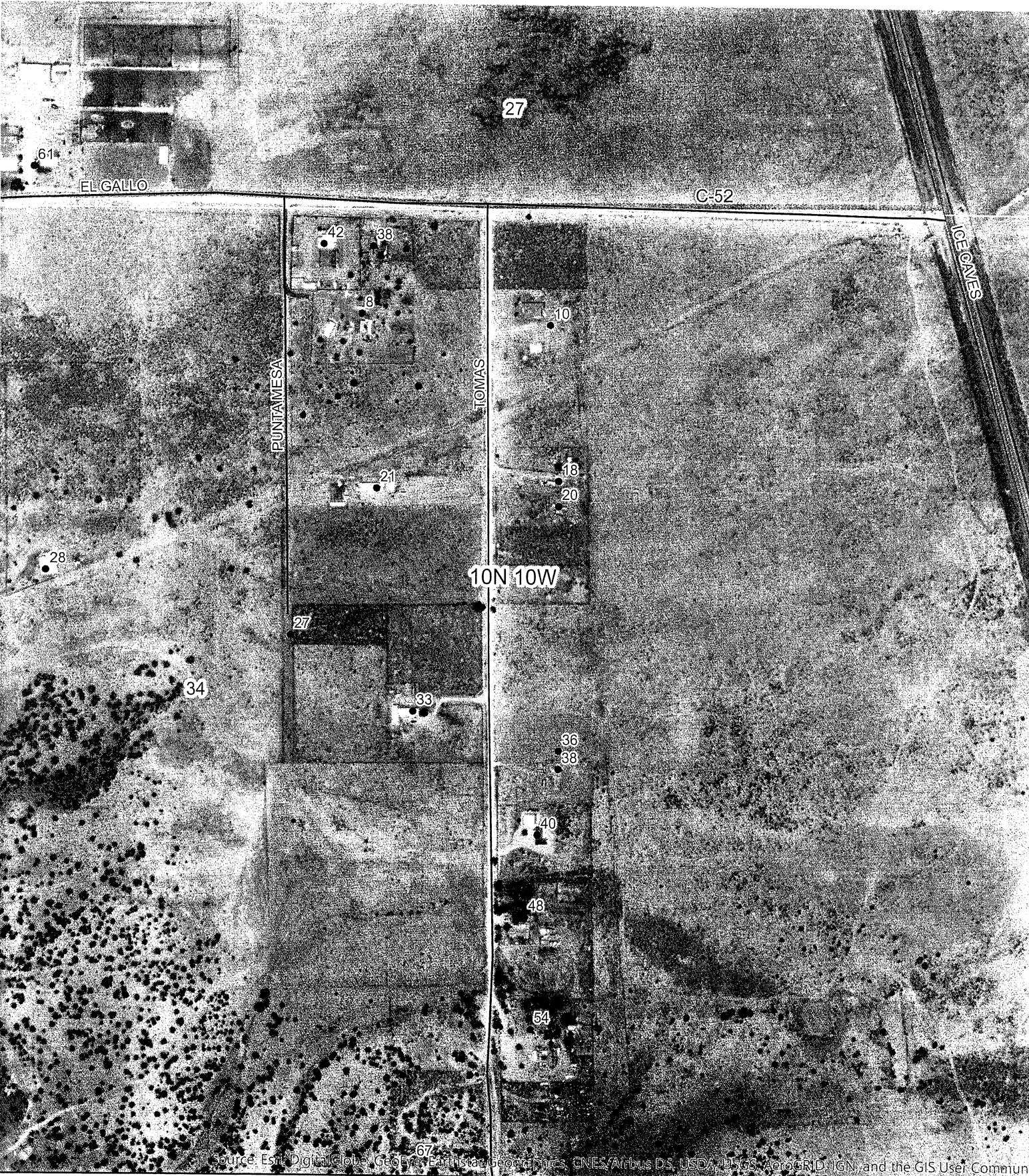
## → Minimum Road Standards

- ☐ 24 ft width of crowned improvements 22ft
- ☐ Minimum 6 inch pit run or 4 inch crush run gravel basecourse entire length of the road
- ☐ Grade or slope maximum 10% on minor local street or 6% on collector or arterial streets
- ☐ Proper drainage structures in place in all arroyos sized based on rainfall calculations.

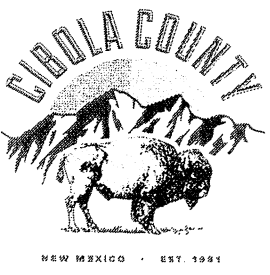
## → Comments/Recommendations

Widen and update CULVERTS 4 culverts, Already being maintained  
Recommend: Officially adding to list of maintenance

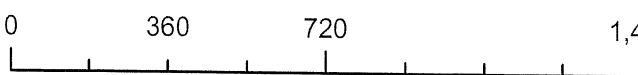
Letter sent to owners 7/25/19



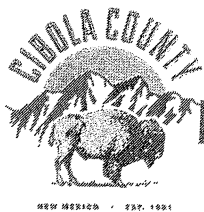
Source: Esri, Digital Globe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Tomas RD



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# Review Checklist Addition

**Road name** Calle de San Fidel  
**Road Location** La Vega Establos San Rafael  
**Mileage of road** .125 mi North section only  
**Commission District** II **Review Board Members** So Huntails, Bruce Lynn Rose Blood

## → Minimum Road Qualifications

- ☐ Road has existed for 5 years or longer: Date Established \_\_\_\_\_
- ☐ Road serves a minimum of 4 households: Total households \_\_\_\_\_
- ☐ Petition requesting road to be added to maintenance has been presented to commission
- ☐ Petitioner's association with the road has been verified through landowner records
- ☐ Petition includes map or drawing illustrating length, width, and right-of-way of the road
- ☐ Petitioners provided documentation of road improvements completed

## → Mapping

- ☐ Survey of road to be added
- ☐ Sample copies of Road ROW transfer document attached
- ☐ Minimum Road width of Fifty (50) feet

## → Minimum Road Standards

- ☐ 24 ft width of crowned improvements
- ☐ Minimum 6 inch pit run or 4 inch crush run gravel basecourse entire length of the road
- ☐ Grade or slope maximum 10% on minor local street or 6% on collector or arterial streets
- ☐ Proper drainage structures in place in all arroyos sized based on rainfall calculations.

## → Coments/Recomendations

8 house recommend to add to  
Maintenance ' need culverts





# Road Review Checklist

**Road name** Calle de San Fidel  
**Road Location** La Vega Estates Subd. v. s. on San Rafael  
**Mileage of road** • 1.25 miles North Section only  
**Commission District** II **Review Board Members** Anna Larson Gary Porter  
Kate Fletcher

- 12 lots 9 owners - 8 houses -

## → Minimum Road Qualifications

- ☒ Road has existed for 5 years or longer 1979 or 1980  
☒ Road serves a minimum of 4 households 8 Households  
☒ Petition requesting road to be added to maintenance has been presented to commission Road Super Request  
☐ Petitioner's association with the road has been verified through landowner records  
☐ Petition includes map or drawing illustrating length, width, and right-of-way of the road  
☐ Petitioners provided documentation of road improvements completed

## → Mapping

- ☒ Survey map of road to be added Subdivision plat  
☐ Sample copies of Road ROW transfer document attached  
☒ Minimum Road width of Fifty (50) feet

## → Minimum Road Standards

- ☒ 24 ft width of crowned improvements  
☐ Minimum 6 inch pit run or 4 inch crush run gravel basecourse entire length of the road  
☐ Grade or slope maximum 10% on minor local street or 6% on collector or arterial streets  
☐ Proper drainage structures in place in all arroyos sized based on rainfall calculations.

## → Comments/Recommendations

no culverts

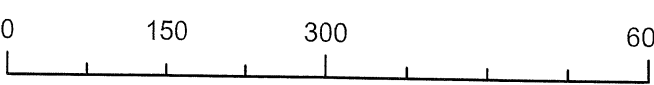
Letters mailed 7/25/19 Aml



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



# Casa Blanca Calle de San Fidel



The GIS material is made available as a public service. Maps and data are to be used for reference purposes only and Cibola County, New Mexico, is not responsible for any inaccuracies herein contained. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided. GIS information is in the public domain and may be copied without permission; citation of the source is appreciated.



# Review Checklist Addition

Road name Casa Blanca  
Road Location La Vega Estates San Rafael  
Mileage of road .32 mi from Hwy 53  
Commission District II Review Board Members So Hurtado Bruce  
Synn Rose Blood

## ➤ Minimum Road Qualifications

- ☐ Road has existed for 5 years or longer: Date Established \_\_\_\_\_
- ☐ Road serves a minimum of 4 households: Total households \_\_\_\_\_
- ☐ Petition requesting road to be added to maintenance has been presented to commission
- ☐ Petitioner's association with the road has been verified through landowner records
- ☐ Petition includes map or drawing illustrating length, width, and right-of-way of the road
- ☐ Petitioners provided documentation of road improvements completed

## ➤ Mapping

- ☐ Survey of road to be added
- ☐ Sample copies of Road ROW transfer document attached
- ☐ Minimum Road width of Fifty (50) feet

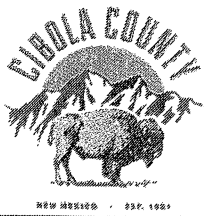
## ➤ Minimum Road Standards

- ☐ 24 ft width of crowned improvements
- ☐ Minimum 6 inch pit run or 4 inch crush run gravel basecourse entire length of the road
- ☐ Grade or slope maximum 10% on minor local street or 6% on collector or arterial streets
- ☐ Proper drainage structures in place in all arroyos sized based on rainfall calculations.

## ➤ Coments/Recomendations

11 homes, recommend to additional  
Maintenance





# Road Review Checklist

Road name Casa Blanca  
Road Location La Vega Estates Subdivision San Rafael  
Mileage of road 3.2 miles from Hwy 53 to Culdesac.  
Commission District II Review Board Members Anna Larson Gary Porter  
Kate Fletcher

16 Land owners - 11 homes

## → Minimum Road Qualifications

- ☒ Road has existed for 5 years or longer Created 1979 or 1980
- ☒ Road serves a minimum of 4 households 11 House holds
- ☒ Petition requesting road to be added to maintenance has been presented to commission - Road Superint. Request
- ☒ Petitioner's association with the road has been verified through landowner records
- ☒ Petition includes map or drawing illustrating length, width, and right-of-way of the road
- ☒ Petitioners provided documentation of road improvements completed

## → Mapping

- ☒ Survey map of road to be added Subdivision plat
- ☐ Sample copies of Road ROW transfer document attached ?
- ☒ Minimum Road width of Fifty (50) feet

## → Minimum Road Standards

- ☒ 24 ft width of crowned improvements
- ☒ Minimum 6 inch pit run or 4 inch crush run gravel basecourse entire length of the road
- ☒ Grade or slope maximum 10% on minor local street or 6% on collector or arterial streets
- ☒ Proper drainage structures in place in all arroyos sized based on rainfall calculations.

## → Comments/Recommendations

Recommend Proceeding with addition to maintenance  
Letters mailed 7/25/19 AML



# Road Review Vacation

Road name Saint Anthony mine rd CR 86  
Road Location South of CR 1 to old mine  
Mileage of road 2.8  
Commission District 1 Review Board Members Josephine Hurtado  
Bruce Lynn, Rose Blood

Reason for Vacation or Abandonment of Maintenance: Mine not in  
operation. No households on road

## Minimum Road Qualifications

- ☒ Road serves a minimum of 4 households: Total households no house holds
- ☐ Petition requesting road to be vacated from maintenance has been presented to commission
- ☐ Petitioner's association with the road has been verified through landowner records
- ☐ Petition includes map or drawing illustrating length, width, and right-of-way of the road
- ☐ Publication of Road Review has been posted for 5 days prior to review

## Comments/Recommendations

Road is locked, and no house holds on road.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

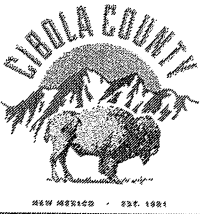
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# Road Review Vacation

**Road name** Saint Anthony Mine C86  
**Road Location** South of CR1 to old mine  
**Mileage of road** 2.8 miles  
**Commission District** 1 **Review Board Members** Anna Larson, Gary Porter  
Kate Fletcher

**Reason for Vacation or Abandonment of Maintenance:** Mine is Not in operation  
No house hold, Burden to Maintain

## Minimum Road Qualifications

- JO ☐ Road serves a minimum of 4 households: Total households NO house holds.  
☐ Petition requesting road to be vacated from maintenance has been presented to commission  
☐ Petitioner's association with the road has been verified through landowner records  
☐ Petition includes map or drawing illustrating length, width, and right-of-way of the road  
☐ Publication of Road Review has been posted for 5 days prior to review

## Comments/Recommendations

Gary was out in the area checking on Road. This Road  
has a locked gate at the beginning and a sign to contact  
the mine owners, Road Dept cannot access the  
Road without contacting the mine.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Cr 86 St Anthony  
Mine Rd *San Fidel*  
*400 FR.*

*4 mi*

0 500 1,000 2,000 Feet

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# Road Review Vacation

Road name Farm rd C-28B  
Road Location Plano Colorado  
Mileage of road .19 miles  
Commission District IV Review Board Members Jo Hurtado Bruce  
Lynn Rose Blood

Reason for Vacation or Abandonment of Maintenance: not enough  
homes

## → Minimum Road Qualifications

- ☐ Road serves a minimum of 4 households: Total households 3
- ☐ Petition requesting road to be vacated from maintenance has been presented to commission
- ☐ Petitioner's association with the road has been verified through landowner records
- ☐ Petition includes map or drawing illustrating length, width, and right-of-way of the road
- ☐ Publication of Road Review has been posted for 5 days prior to review

## → Coments/Recomendations

Odd farm road, not needed.





# Road Review Vacation

Road name Farm Road C 28B  
Road Location Near Plano Colorado and I40 Junction  
Mileage of road • 19 miles  
Commission District II Review Board Members Anna Larson, Gary Porter  
Kate Fletcher

Reason for Vacation or Abandonment of Maintenance: Not up to Standards,  
No Easement, Not enough Homes

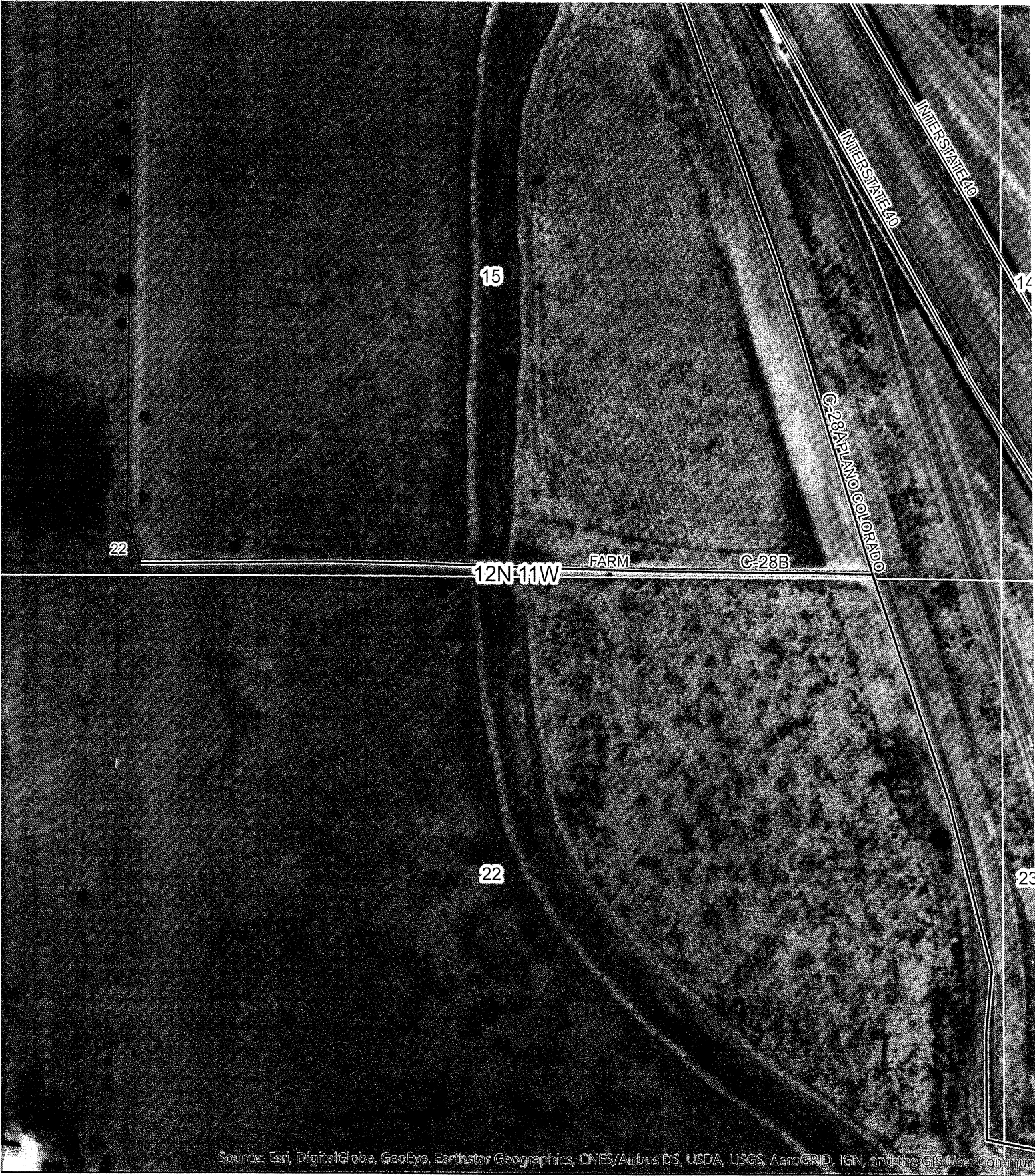
## Minimum Road Qualifications

- ☒ Road serves a minimum of 4 households: Total households 3
- ☐ Petition requesting road to be vacated from maintenance has been presented to commission
- ☐ Petitioner's association with the road has been verified through landowner records
- ☐ Petition includes map or drawing illustrating length, width, and right-of-way of the road
- ☐ Publication of Road Review has been posted for 5 days prior to review

## Comments/Recommendations

Removal from County Maintenance. Not up to Standards  
No easement for Road, Not enough homes per  
ordinance

Letters mailed 7/24/19 AM

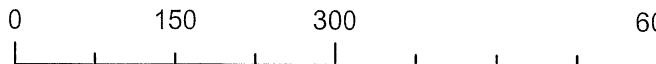


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



## C-25 B Farm Road

*Left - Right Left*



600 Feet

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# Road Review Vacation

Road name Clark Rd C-59

Road Location South of

Mileage of road .6

Commission District \_\_\_\_\_ Review Board Members Rose Blood, Josephine Hurtado, Bruce Lynn

Reason for Vacation or Abandonment of Maintenance: not enough homes.

## Minimum Road Qualifications

- NO ☐ Road serves a minimum of 4 households: Total households 3 houses
- ☐ Petition requesting road to be vacated from maintenance has been presented to commission
- ☐ Petitioner's association with the road has been verified through landowner records
- ☐ Petition includes map or drawing illustrating length, width, and right-of-way of the road
- ☐ Publication of Road Review has been posted for 5 days prior to review

## Comments/Recommendations

Doesn't meet minimum of houses only 3,  
private property signs, and private gates





# Road Review Vacation

Road name Clark Road C59B  
Road Location South of Camino de Mirabal  
Mileage of road 0.6 Miles  
Commission District 21 Review Board Members Anna Larson, Gary Porter  
Kate Fletcher

Reason for Vacation or Abandonment of Maintenance: Not properly added to Start  
Not enough homes, No Easement Given, Doesn't meet County  
Standards

## → Minimum Road Qualifications

- ☒ Road serves a minimum of 4 households: Total households 3 houses
- ☐ Petition requesting road to be vacated from maintenance has been presented to commission
- ☐ Petitioner's association with the road has been verified through landowner records
- ☐ Petition includes map or drawing illustrating length, width, and right-of-way of the road
- ☐ Publication of Road Review has been posted for 5 days prior to review

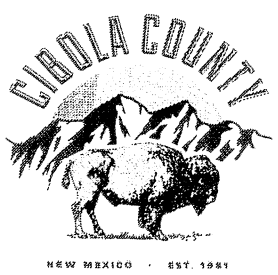
## → Comments/Recommendations

Private Property Signs on Road, Does Not meet  
Road standards for Grade and slope, Does not have  
Minimum Number of households per Ordinance.  
Recommend Removal from Maintenance

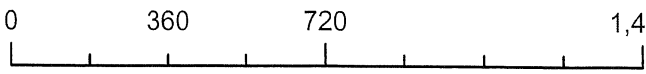
Letters mailed 7/24/19 AML



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



## C-59B Clark Road



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# Road Review Vacation

Road name Obe Worthen Mesa rd CR 47-A  
Road Location South of El Morro National Monument  
Mileage of road 1.15 S. El Morro  
Commission District 5 Review Board Members So Hurtado Bruce  
Synn Rose Blood.

Reason for Vacation or Abandonment of Maintenance: no homes seen  
private property sign

## Minimum Road Qualifications

- NO ☐ Road serves a minimum of 4 households: Total households \_\_\_\_\_
- ☐ Petition requesting road to be vacated from maintenance has been presented to commission
- ☐ Petitioner's association with the road has been verified through landowner records
- ☐ Petition includes map or drawing illustrating length, width, and right-of-way of the road
- ☐ Publication of Road Review has been posted for 5 days prior to review

## Comments/Recommendations

abandon





# Road Review Vacation

Road name Obe Worthen Mesa Rd C 47-A

Road Location South of El Morro National Monument

Mileage of road 1.15 miles

Commission District 5 Review Board Members Anna Larson, Gary Porter  
Kate Fletcher, Daniel Torrez, Ralph Lucero

Reason for Vacation or Abandonment of Maintenance: Not enough homes

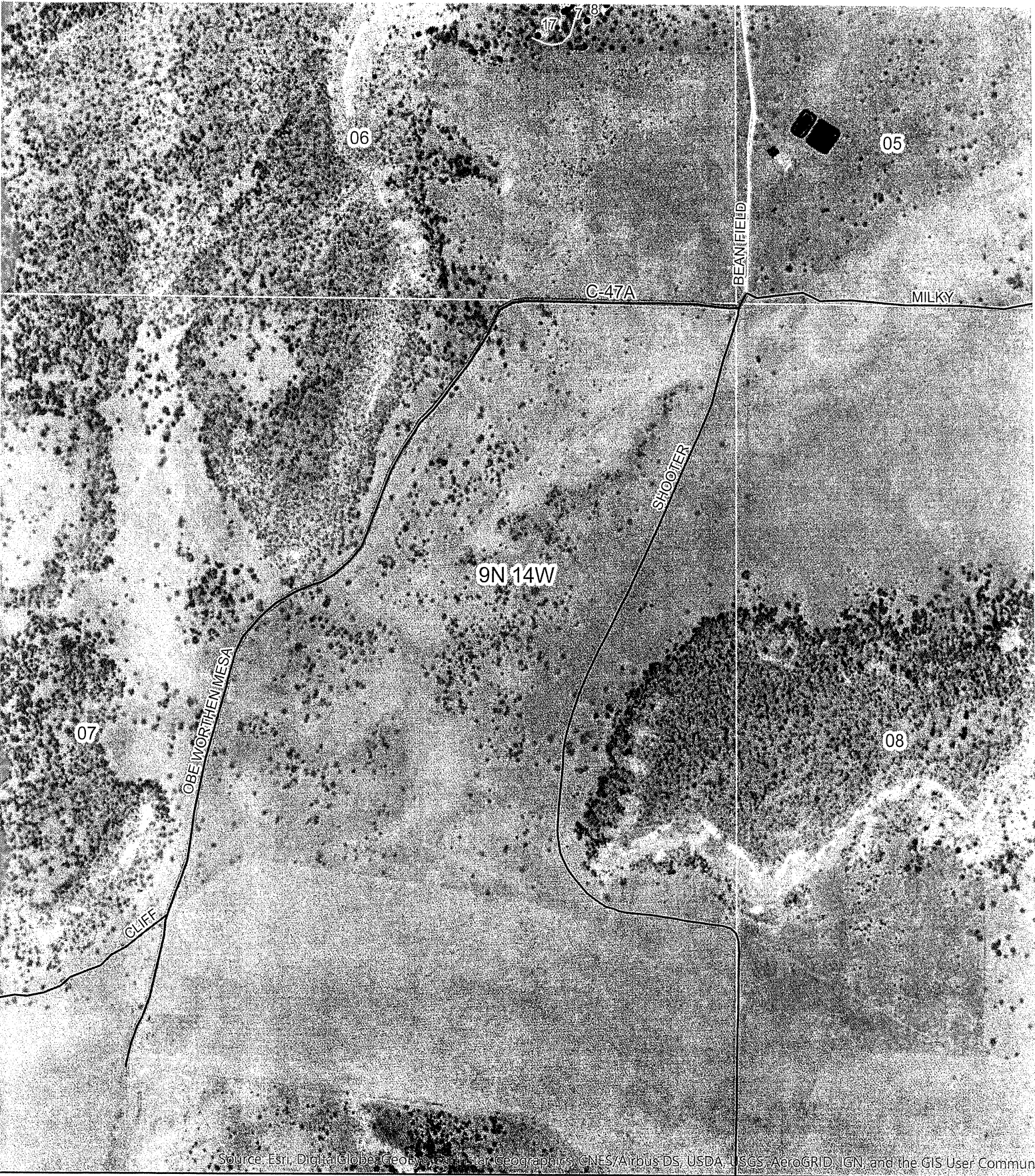
Not currently being maintained.

## → Minimum Road Qualifications

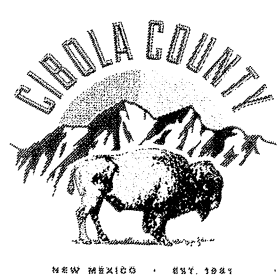
- NO ☐ Road serves a minimum of 4 households: Total households 3 households
- ☐ Petition requesting road to be vacated from maintenance has been presented to commission
- ☐ Petitioner's association with the road has been verified through landowner records
- ☐ Petition includes map or drawing illustrating length, width, and right-of-way of the road
- ☐ Publication of Road Review has been posted for 5 days prior to review

## → Comments/Recommendations

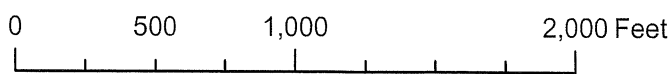
Unable to locate Easement for road



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**Cr 47-A Obe Worthen  
Mesa Road** *53. Monticourt Dr.  
Bean Trail*



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11 f.

New Business

Claim of Exemption 7

Dedication of Easement and Vacation of  
Easement

# Cibola County

700 E. Roosevelt Ave., Suite 50

Grants, New Mexico 87020

Phone (505) 287-9431 – Fax (505) 285-5434

## Cibola County Commission

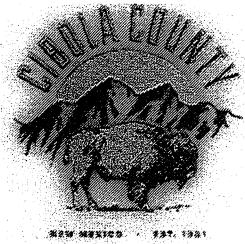
Daniel J. Torrez, Chairman

Robert Windhorst, 1<sup>st</sup> Vice-Chair

Martha Garcia, 2<sup>nd</sup> Vice-Chair

Christine Lowery, Commissioner

Ralph Lucero, Commissioner



Kate Fletcher  
County Manager

2/10/2020

## Summary of Plats Presented to County Commission for Approval

### 1.) Land division –Goslar replat of a portion of sections 3 and 10 T 9N R 12 W

**Claim of Exemption 7-** The division of land resulting only in the alteration of parcel boundaries where the number of parcels is not increased.

**Vacation of unused easement-** Easement long previous property line has not been used and a road was built outside of the dedicated easement. To correct this error, this plat will vacate the unused easement and give easement where the road actually exists.

**Purpose of plat-**Altering the property line between two adjacent parcels, dedicating new easement for the existing road, and vacating easements that are not in use.

Planning Recommendation: The plat meets the requirements for Claim of Exemption under Ordinance # 15-02 An Ordinance relating to the Subdivision of Land in Cibola County New Mexico. Proof of Taxes paid in Advance and receipt of the Claim of Exemption fee payments are also enclosed. Submission deemed complete. Recommend approval.

Anna Larson

Planning

(505) 285-2555

*of a portion of  
Sections 3 & 10, Township 9 North,  
Range 12 West, N.M.P.M.,  
Cibola County, New Mexico.*

Date \_\_\_\_\_

1-27-20

**Data**

Date  
1-31-20

*Pat*

*Pat*

1-3-2020  
Date

1-3-2020  
Date

Date \_\_\_\_\_

- 1 FIELD SURVEY PERFORMED NOVEMBER 16, 2019.
- 2 (R13137) ADDRESS: CAMINO DE RANCHEROS PLACE, GRANTS, NM  
(R17061) ADDRESS: CAMINO DE RANCHEROS PLACE, GRANTS, NM
- 3 OWNERS: DOC. 201900726 & DOC. 199654528
- 4 BEARINGS REFERENCED TO THE N.E.M. STATE PLANE  
WEST-JOHN GRID. DISTANCES ARE GROUND.
- 5 CONTINENTAL DIVIDE ELECTRIC COOPERATIVE TYPELINE CLAIMS  
A TWENTYFOOT WIDE EASEMENT CENTERED ALONG THEIR  
UTILITY LINES WITHIN UNINCORPORATED AREAS OF THE COUNTY.
- 6 THESE TRACTS WERE NOT IMPROVED AT THE TIME  
OF THE FIELD SURVEY.

I, \_\_\_\_\_, County Clerk  
and ex-officio recorder for Cibola County, New Mexico  
do hereby certify that the plat contained hereon  
was filed in my office as provided by law on  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1 FOUND NAIL IN ROCK PILE &  
2 SET 5/8" REBAR W/PS13979 CAP  
3 FOUND 1/2" REBAR W/PS6256 CAP  
4 FOUND 1/2" REBAR SET PS13979 CAP  
5 FOUND 1/2" REBAR W/PS3751 CAP  
6 SET 5/8" REBAR W/PS13979 CAP

○ BOUNDARY MONUMENT AS KEY NOTED

EASEMENTS OF RECORD ARE TOO VAGUE TO ADEQUATELY REPRESENT THE LOCATION OF EXISTING ACCESS ROADS & UTILITIES. THEREFOR, ALL EASEMENTS EXCEPT AS THOSE SHOWN HEREON ARE VACATED BY THIS PLAT.

**DISCLOSURE STATEMENT AND  
CLAIM OF EXEMPTION**

THE PURPOSE OF THIS PLAT IS TO ACKNOWLEDGE THAT THE OWNERS ARE ALTERING THE PROPERTY LINE BETWEEN TWO ADJACENT PARCELS (R13313 & R11661) OF LAND. THIS REPLAT IS BEING PERFORMED UNDER CLAIM OF EXEMPTION NO. 7: THE DIVISION OF LAND. RESULTING ONLY IN THE ALTERATION OF PARCEL BOUNDARIES WHERE THE NUMBER OF PARCELS IS NOT INCREASED.

### FREE CONSENT AND DEDICATION

THE REPLAT AS SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS THEREOF. SAID OWNERS WARRANT THAT THEY HOLD COMPLETE AND INDEFEASIBLE FEE SIMPLE TITLE TO THE LAND SUBDIVIDED, AND SAID OWNERS DO HEREBY GRANT ALL EASEMENTS AND RIGHT OF WAYS AS SHOWN HEREON FOR THE PURPOSES NOTED, SAID OWNERS DO HEREBY CONSENT TO ALL OF THE FOREGOING AND DO HEREBY CERTIFY THAT THIS REPLAT IS THEIR FREE ACT AND DEED.

*Randall D. Goslar* trustee  
RANDALL D. GOSLAR, TRUSTEE OF THE RANDALL &  
LEJEAN GOSLAR REV. TRUST, AS OWNER

STATE OF New Mexico  
COUNTY OF Bernalillo

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

NOTARY PUBLIC Shana Simpson  
MY COMMISSION EXPIRES: 05/15/2023

Urban Solar Trustee 1-7-2020

LEJEAN GOSLAR TRUSTEE OF THE RANDALL &  
LEJEAN GOSLAR REV. TRUST, AS OWNE

STATE OF New Mexico

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THIS

THE 4 DAY OF January, 2020  
 NOTARY PUBLIC Silene Significance  
 MY COMMISSION EXPIRES: 05/15/2022

***of a portion of***

**Sections 3 & 10, Township 9 North,  
Range 12 West, N.M.P.M.,  
Cibola County, New Mexico.**

**Tract 1**  
**9.7887 ACRES**

R:470.00'  
L:189.33'  
CB:N48°01'09"W  
LC:188.06'

R:330.00'  
L:240.70'  
CB:N80°27'20"W  
LC:235.40'

**Tract 2**  
**24.2140 ACRES**

### SURVEYOR'S CERTIFICATE

*I, Clyde J. King, a New Mexico Professional Surveyor, do hereby certify that this plat was prepared from an actual field survey performed by me or under my direct supervision, that I am responsible for the survey, that this survey is true and correct to the best of my knowledge and belief, that this plat and the field survey upon which it is based meet the Minimum Standards for Surveying in New Mexico.*

Cheryl K. RST 10/79

12-30-19  
Date

**HAMMON ENTERPRISES, INC. PROFESSIONAL SURVEYING SERVICES**  
**H.E.I.** P.O. Box 770 Ramah, NM 87321 Tel: 505-870-6901 [HEISurveys@yahoo.com](mailto:HEISurveys@yahoo.com)

191716



TOGETHER.WESAVE.COM



11 g.

New Business

Legal Services Contract

Award of RFP

**Cibola County Commission**

Daniel J. Torrez, Chairman  
Robert Windhorst, 1<sup>st</sup> Vice-Chair  
Martha Garcia, 2<sup>nd</sup> Vice-Chair  
Christine Lowery, Commissioner  
Ralph Lucero, Commissioner

**Cibola County**  
**700 E. Roosevelt Ave., Suite 50**  
Grants, New Mexico 87020  
Phone (505) 287-9431 – Fax (505) 285-5434



Kate Fletcher  
County Manager

---

To: Chairman & Fellow Commissioners  
From: Wendy Self  
Date: February 25, 2020  
RE: RFP 2020-001 Cibola County Legal Service

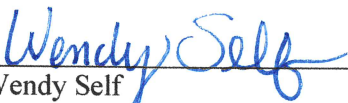
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On January 10, 2020 an RFP was issued for Legal Services for Cibola County. Per Statue 13-1-125, service Over \$60,000 will need to be Procured through request for Proposal Process.

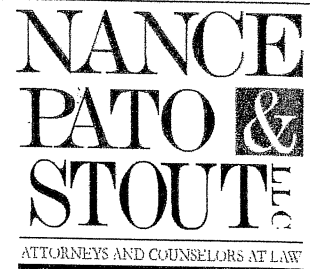
Closing for submitting proposals was February 10, 2020 @ 2:00PM, On February 25, 2020 the Proposal was opened by the evaluation committee and reviewed. The committee members for this review were Kate Fletcher, Paul Ludi, and myself. There was a total of 1150 possible points to be earned based on the submitted Proposal & Requirements. Between the three evaluators we had an average score of 1,063.

The only major change different from the prior contract is price. The prior contract was for \$85,00.00 the new proposal is for \$95,000.00, this is only a difference of \$825.00 per month. My recommendation is to accept the new proposal, the attorneys are very familiar with us, represent us very well, and have always kept what's best for the county as one of their many priorities. Thank you for your time and consideration on this.

Thank you.

  
Wendy Self  
Cibola Couthy Chief of Procurement

Adren Robert Nance\*  
David Matthew Pato  
Katherine Stout Riley



February 4, 2020

Wendy Self  
Cibola County Purchasing Agent  
700 East Roosevelt  
Grants, NM 87020

RE: RESPONSE TO REQUEST FOR PROPOSALS FOR LEGAL SERVICES

Dear Ms. Self:

We are writing to express our interest in continuing to provide legal services to Cibola County. Our experiences with Socorro County over the past sixteen and a half years, the County Attorneys for Sierra County for the past fourteen years, our experiences as the County Attorneys for Valencia County for the last eleven years, our service as the Catron County Attorneys for the last six years, and our service as the Cibola County Attorneys for the last four years bring a significant and diverse understanding of many areas of County government that may continue to be drawn upon by the Board of County Commissioners, the County Manager, and Cibola County's appointed and elected officials, and its employees.

As detailed in the accompanying Response to Request for Proposals and in our resumé, we have extensive experience addressing most matters that arise in the day to day operations of County government. As reflected by our reputation among the Board of County Commissioners and the County's Departments, we believe in jobs well done, and we are committed to continuously and tirelessly doing the best we can with whatever task we are presented.

We are very interested in continuing to provide legal services to Cibola County. I will be the firm's contact person for the purposes of this solicitation, and welcome the opportunity to visit with you to discuss our credentials and how we may be able to meet the County's legal needs. I can be reached at the telephone number or address below, on my cell phone at (505) 459-0277, via e-mail at dave@npnlawfirm.com, and can arrange an appointment at most any time that is convenient for you. Thank you in advance for considering our qualifications and interests.

Best regards,

NANCE, PATO & STOUT, LLC

By: 

David M. Pato

Tel: (575) 838-0911  
Fax: (866) 808-1165

P.O. Box 772  
Socorro, NM 87801

\*New Mexico Board Certified Local Government Law Specialist

Adren Robert Nance\*  
David Matthew Pato  
Katherine Stout Riley



## COST RESPONSE FORM

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Annual Cost. Such taxes shall be separately reimbursed by the County.

Offeror Name: Nance, Pato & Stout, LLC

Proposed Hourly Rate: \$150/hour, billed on a tenth of an hour basis

Alternate Proposed Flat Fee: As the cost response form contemplates a "Total Proposed Annual Cost," our firm would also like to set forth that option for the benefit of the County's budgeting process. We offer to bill the County at a fixed monthly rate of \$7916.67, per month, plus gross receipts tax, which may constitute a substantial discount from the firm's standard government rate of \$150.00/hour, depending on the extent of our services used. We are not placing a limit on the number of hours that the County may require legal services per month.

A lawyer's time can be spent in many ways, including making and receiving telephone calls, preparing, receiving and reviewing correspondence and other legal documents, legal research; preparing for and attending depositions, court appearances, and conferences with the County, opposing counsel, witnesses, the court, and other parties. In the invoice that we will send the County, we will detail the particular tasks or procedures for which we are billing, including the time expended, on a quarter-hour basis. We understand that travel costs may be an important issue to Cibola County. Any travel to and from Cibola County in the course of our general representation of the County **is included** in our flat fee.

Costs and expenses related to our general representation of the County are also included within our flat fee. Extraordinary costs and expenses will be billed separately, upon prior approval from the County, and may encompass a wide variety of items, but typically include some or all of the following: copying fees for large copying projects, court filing fees, recording fees, witness fees, travel expenses (such as airline tickets, motel, car expenses, and **not** including travel expenses for travel to or from Cibola County under the flat fee arrangement), process serving and fees, deposition expenses, and transcript fees. The County will be charged the applicable gross receipts tax on the fee for services rendered, unless it provides us with a Non-taxable Transaction Certificate. We will not charge any interest on overdue balances; however, in the event payment is not received within thirty (30) days of the date of the statement we reserve the right to suspend

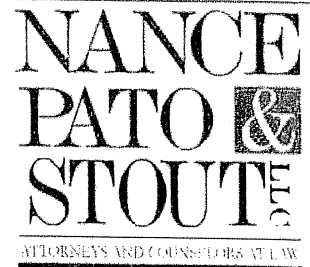
Tel: (575) 838-0911  
Fax: (866) 808-1165

P.O. Box 772  
Socorro, NM 87801

\*New Mexico Board Certified Local Government Law Specialist

all activities on the County's behalf upon written notice to the County at the above address, and may seek to withdraw as counsel of record in any pending matters.

Adren Robert Nance\*  
David Matthew Pato  
Katherine Stout Riley



### REFERENCE LIST

1. Board of County Commissioners of Socorro County  
P.O. Box I  
Socorro, NM 87801  
  
Contact Person: Martha Salas, Chair  
(575) 835-0589
2. Board of County Commissioners of Sierra County  
855 Van Patten  
Truth or Consequences, NM 87901  
  
Contact Person: Bruce Swingle, County Manager  
(575) 740-1014
3. Board of County Commissioners of Valencia County  
444 Luna Avenue  
Los Lunas, NM 87031  
  
Contact Person: Danny Monette, County Manager  
(505) 866-2014
4. Board of County Commissioners of Catron County  
P.O. Box 507  
Reserve, NM 87830  
  
Contract Person: Bill Green, County Manager  
(575) 533-6424
5. Frances Luna (Sierra County Commissioner)  
217 East Third  
Truth or Consequences, NM 87901  
(575) 894-3088

Tel: (575) 838-0911  
Fax: (866) 808-1165

P.O. Box 772  
Socorro, NM 87801

\*New Mexico Board Certified Local Government Law Specialist

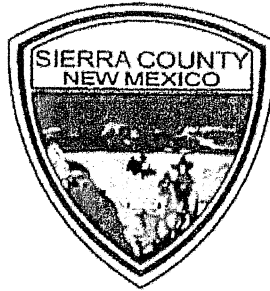
*State of New Mexico*

*Shelly Trujillo  
County Clerk  
575-894-2840*

*Terri Copsin  
County Treasurer  
575-894-3524*

*Michael Huston  
County Assessor  
575-894-2589*

*Thomas Pestak  
Probate Judge  
575-894-2840*



*855 Van Patten  
Truth or Consequences, New Mexico 87901*

*Bruce Swingle  
County Manager  
575-894-6215, 575-894-9548 fax*

*County of Sierra*

*James E. Paxon  
Chair  
575-894-6215*

*Travis L. Day  
Vice-Chair  
575-894-6215*

*Frances L. Luna  
Commissioner  
575-894-6215*

*Glenn Hamilton  
Sheriff  
575-894-9150*

February 2, 2020

RE: Legal Services Recommendation

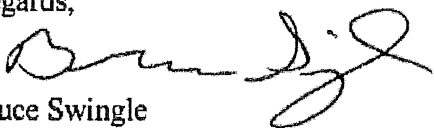
To whom it may concern:

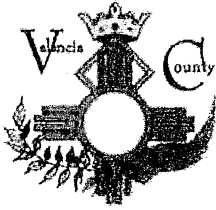
I am writing this letter to recommend the law firm of Nance, Pato and Stout. Over the past seven years, I worked with the firm in two counties, Sierra and Valencia. Based on my vast experience with this firm, it is a privilege to recommend Nance, Pato and Stout to every county seeking legal services. The firm currently represents five counties in New Mexico; I am confident that each of these counties would gratefully support and recommend Nance, Pato and Stout to other New Mexico counties.

The firm is unrivaled in county government legal experience and effectiveness. No other law firm matches Nance, Pato and Stout in accessibility, professionalism, experience, consultation, contract and legal review, and legal strategy. In addition, the firm has unrivaled expertise in personnel, labor relations, policy development, and laws affecting county government.

For the aforementioned reasons, I highly recommend Nance, Pato and Stout for legal services. Should you desire, I would be delighted to discuss the firm and its services and effectiveness to county government in greater detail.

Regards,

  
Bruce Swingle  
County Manager



Valencia County  
Office of the County Manager  
444 Luna Avenue ♦ P.O. Box 1119  
Los Lunas, New Mexico 87031  
Office: 505.866.2014 ♦ Fax: 505.866.3355

January 21, 2020

Ms. Kate Fletcher  
Cibola County Manager  
700 E. Roosevelt, Suite 50  
Grants, NM 87020

Dear Ms. Fletcher,

Please accept this letter of reference for Nance, Pato & Stout Law Firm. I have had the privilege of working with the competent staff of Nance, Pato & Stout for over 5 years. Not only are they extremely familiar with all issues facing local government, but they are always available to staff. Their knowledge of union negotiation procedures is superb, and their understanding of procurement issues is second to none. Their extensive knowledge base is enhanced by their diplomacy and professionalism with elected officials. I firmly believe that the Nance, Pato & Stout Law Firm would serve Cibola County well as legal counsel.

Sincerely,

A handwritten signature in black ink, appearing to read "DM" or "Monette".

Danny Monette  
County Manager

*Jhonathan Aragon, Chair, District V ♦ Gerard Saiz, Vice-Chair, District I ♦  
Vacant, District II ♦ David A. Hyder, District III ♦ Charles D. Eaton, District IV  
Daniel Monette, County Manager*

January 31, 2020

TO: Cibola County Legal Representation Selection Committee

SUBJECT: Letter of Recommendation for Nance, Pato and Stout LLS

Dear Selection Committee members,,

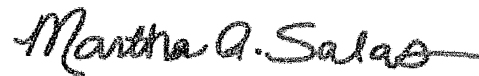
I strongly recommend Nance, Pato, and Stout, LLS, for continued service as legal counsel for the Cibola County Commission.

The firm's lawyers possess several unique key attributes that enable them to excel in providing well informed counsel and guidance to ensure compliance and effective stewardship by decision makers. First of all the company is highly seasoned in county government matters, with many years advising leaders in the wide array of issues typically faced by county officials. Secondly the firm has broad experience in advising officials faced with a variety of factors shaped by available revenue, geographical and population variations, and economic realities. Finally they have acquired an extensive network of trusted experts to call upon, and the respective lawyers have demonstrated personal commitment to continuing professional development to ensure their knowledge base is tracking the latest developments.

The firm's value in offering counsel can be measured by several outcomes - including favorable audit results and low incidences of behaviors that could be construed as illegal, immoral or unethical. In all manner of proceedings, the firm can be relied upon to lay out various courses of action that avoid crossing inappropriate lines to achieve mission success. Their keen awareness of personnel, finance, contract and regulatory law and policy has been a game-changer in precluding error while promoting efficiency and fiduciary responsibility.

No other candidate can replicate this experience and capability. Nance, Pato and Stout, LLS, merit top consideration for continued service.

Sincerely,

A handwritten signature in dark ink, reading "Martha A. Salas". The signature is fluid and cursive, with a long horizontal stroke at the end.

Martha A.. Salas  
Chair, Socorro County Commission

January 20, 2020

To Whom It May Concern:

It is an honor to write a letter of reference for the law firm of Nance, Pato and Stout and specifically speak to my experience with Dave Pato.

Since beginning to serve my first of two terms as a Sierra County Commissioner in 2012, I have had the pleasure of working closely with Mr. Pato both in and out of meetings. I have always found him to be incredibly knowledgeable, hard working and dedicated to Sierra County, as though it was his own hometown.


He is able to quickly and accurately reference state law, as well as county ordinances and regulations, at our meeting and in our dealings. There have been times in the past when Sierra County was without a manager and Mr. Pato was willing to assist staff with procurement law and HR issues that would have otherwise been handled by the manager. Additionally, he is always ready to assist the commissioners understand the complex laws and answer questions at the drop of a hat.

Mr. Pato has always done a great job presenting us on a state level, working with other state agencies. I feel it is an asset to our county that the firm represents multiple counties, therefore affording us the opportunity to work together and stay on top of issues that are impacting our neighboring counties.

In his rare absence, his partners have stepped in and are able to competently represent the commission and give trustworthy advice.

Again, it is with honor that I recommend Dave Pato and the law firm for any position.

Should you have any questions or seek additional information, please do not hesitate to contact me.



Frances Luna  
Sierra County Commissioner, District 3  
217 East Third  
Truth or Consequences, NM 87901  
575-740-1992



11 h.

New Business

Out of State Travel

Assessor's Department

# Tyler Connect 2020

April 26-30, 2020

Orlando, Florida

## Cibola County Assessor

Dolores Vallejos

Jenna Rodriguez

## Registration

Tyler Connect  $\$1250 \times 2 = \$2500$

## Airfare

Southwest- $\$564.96 \times 2 = \$1129.92$

American- $\$544.39 \times 2 = \$1088.78$

## Hotel

B Resort- $\$745.07 \times 2 = \$1490.04$

Wyndham- $\$1040.40 \times 2 = \$2080.80$

Total-  $\$5078.82$

# Registration

## What You Need to Know



### Dates and Location

April 26-29, 2020  
Orlando, FL  
Walt Disney World Resort



### Contact

Email us at [tyler.events@tylertech.com](mailto:tyler.events@tylertech.com)



### Registration Fees

**Standard Registration:** \$1,250

**Daily Registration:** \$550



### Mobile App

Prior to Connect, you will receive information on how to download our mobile app. Be sure to download it early to stay on top of conference information. The app contains class documents, instructor bios, attendee lists, maps, and more.



### Class Schedules

Tyler is committed to ensuring each registrant a guaranteed seat in every class. To achieve this, staff will be scanning badges for entry to all classes. To ensure your guaranteed seat, please be sure sign up for classes and create your unique schedule after you've completed your conference registration. Note that Connect 2020 is a private conference for Tyler clients only.



### Code of Conduct

Tyler Technologies is dedicated to providing a safe, harassment-free, and inclusive event experience for everyone. Please read our [Code of Conduct](#).

## Connect 2019 Highlights

### ROI

Connect 2020 helps you make the most out of your Tyler products to simplify complex business processes and help you become more efficient and successful. The unique event also allows you to meaningfully interact with your peers and Tyler's expert staff is great value in making new connections.

# Schedule

[Register Now](#)

## Full Conference Schedule

*Please note: No meals are provided on Sunday.*

26

APRIL

Sunday



### Connect Conference Shuttle

Except for Sunday, Shuttles will run every 20–30 mins. Tuesday evening, departure starts at 7:00 PM.

**Sunday** 12:30 PM–8:00 PM (every 30 minutes)  
**Monday** 6:30 AM–9:30 AM and 3:30 PM–7:00 PM  
**Tuesday** 6:30 AM–9:30 AM and 3:30 PM–6:00 PM  
**Wednesday** 6:30 AM–1:00 PM

Route	Hours of Service	Drop Off/Pick Up Locations	Turnaround Time
Sunday, April 26			
1	12:30 PM–8:00 PM	Disney's Beach Club, Disney's Boardwalk Inn, Disney's Yacht Club	15-20 mins
2		Disney's Port Orleans Resort	30 mins
3		Disney's Caribbean Beach Resort	20 mins
4		Disney's Coronado Springs Resort	15 mins
5		Disney's Grand Floridian	30 mins

27

APRIL

Monday

28

APRIL

Tuesday



1:00 p.m.-8:00 p.m.

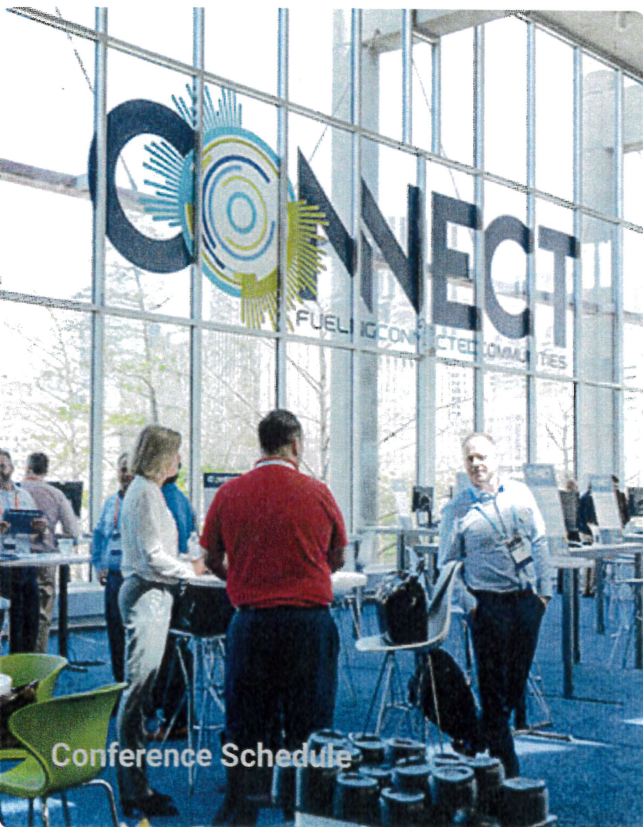
### Registration

Located at The Walt Disney World Dolphin Resort, Lobby Level, Convention Foyer.

29

APRIL

Wednesday



# Airfare



APR 26 - 29  
✈️ **ABQ → MCO**

TOTAL  
**\$564.96** ✓

# Trip & Price Details

✈️  
Price

Payment

Confirmation

✈️ **Flight** [Modify](#)

✈️ <b>Sun 4/26</b>	<b>ABQ → MCO</b>	6hr 10min	1 stop ✈️	<a href="#">Wanna Get Away</a>
	6:00AM 2:10PM			
✈️ <b>Wed 4/29</b>	<b>MCO → ABQ</b>	6hr 45min	1 stop ✈️	<a href="#">Wanna Get Away</a>
	7:30AM 12:15PM			

Price per passenger	<b>\$482.38</b>
Taxes and fees per passenger	<b>\$82.58</b>
Total per passenger	<b>\$564.96</b>
Passenger(s)	x1
Flight total	<b>\$564.96</b>

## Helpful Information:

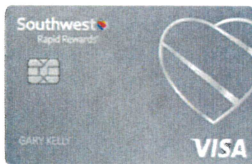
- Please read the [fare rules](#) associated with this purchase.
- When booking with Rapid Rewards® points, your points balance may not immediately update in your account.

**No change fees.<sup>1</sup>**  
Change your flight later without a fee.

<sup>1</sup> Fare difference may apply

BAG FEE *	<b>\$0.00</b>
SUBTOTAL	<b>\$482.38</b>
TAXES & FEES	<b>\$82.58</b>
TRIP TOTAL	<b>\$564.96</b>

[Show price breakdown](#)



**Get a \$200.00 statement credit**  
*after first purchase.*

**Earn 10,000 Rapid Rewards® points**  
*after you spend \$500 in your first 3 months.*

[Learn more >](#)

YOU PAY TODAY	<b>\$564.96</b>
CREDIT ON YOUR STATEMENT	<b>-\$200.00</b>
TOTAL AFTER STATEMENT CREDIT	<b>\$364.96</b>

Not ready to buy yet? [Save this flight for later.](#)

\* 1st and 2nd checked bags fly free. [Weight and size limits apply.](#)

[Log in for faster checkout](#)

[Continue](#)

By clicking 'Continue', you agree to accept the [fare rules](#) and want to continue with this purchase.

**Add a Car** Products not confirmed until purchase.

**No worries, your flight will remain in your cart while you search for a car.**

 Add a car



Book now. Pay later!

From \$52.83\*/day in Orlando

Book now

\*Taxes and fees excl. Terms apply.

PICK-UP LOCATION	PICK-UP DATE	PICK-UP TIME
Orlando, FL -	4/26	3:00 PM
Orlando, FL - MCO	Sun, Apr 26, 2020	
RETURN LOCATION	RETURN DATE	RETURN TIME
Orlando, FL -	4/29	6:00 AM
Orlando, FL - MCO	Wed, Apr 29, 2020	
RENTAL COMPANY (Optional)	VEHICLE SIZE (Optional)	
No preference	No preference	

Search

Not ready to buy yet? [Save this flight for later.](#)

\* 1st and 2nd checked bags fly free. [Weight and size limits apply.](#)

Log in for faster checkout

Continue

By clicking 'Continue', you agree to accept the [fare rules](#) and want to continue with this purchase.



## Choose flights

[« New search](#)

## Your trip summary

### Main Cabin

Round trip (Non-refundable)

**\$ 544** per person

Total \$544.39 (all passengers)

[Price and tax information](#)

### Good value with benefits

- Choose your seat (fee may apply)
- Eligible for upgrades on American flights
- Flight changes allowed (fee applies)
- General boarding

Includes taxes and carrier imposed fees.

[Bag and optional fees](#)

### Depart Albuquerque, NM to Orlando, FL

Sunday, April 26, 2020

6:03 AM → 1:38 PM 5h 35m [1 stop](#) Main Cabin

ABQ - DFW ■ AA 2335 ■ 738-Boeing 737



DFW - MCO ■ AA 1966 ■ 321-Airbus A321


[Details](#) | [Change](#)

### Return Orlando, FL to Albuquerque, NM

Thursday, April 30, 2020

6:45 AM → 11:46 AM 7h 1m [1 stop](#) Main Cabin

MCO - DFW ■ AA 668 ■ 321-Airbus A321



DFW - ABQ ■ AA 2089 ■ 738-Boeing 737


[Details](#) | [Change](#)

## Upgrade to First

Round trip (Non-refundable)

**+\$ 494** per person

Total \$1,037.40 (all passengers)

[Upgrade](#)

### Best way to travel

- Our largest, most comfortable seat
- 2 free checked bags\*
- Priority security at participating airports
- Priority boarding
- Same-day flight change & standby when available on American flights

\*On planes with both Business and First, you get 1 extra checked bag or 2 if you're AAdvantage Executive Platinum.



Hotel

# Wyndham Lake Buena Vista Disney Springs Resort Area



1850 Hotel Plaza Boulevard Lake Buena Vista, Florida 32830  
+1-407-828-4444 (tel:+1-407-828-4444)

SUN, 04/26/20 - THU, 04/30/20 1 ROOM, 4 NIGHTS  
1 ADULT, 0 CHILDREN

**Check In**  
After 4:00 pm

**Check Out**  
Before 11:00 am

## Room Details

1 KING DISNEY VIEW NSMK WITH SOFA BED, PREMIUM WIFI, REFRIGERATOR, HDTV, HAIR DRYER, DESK Relax in the serenity of our lake house themed 1 king bed guest room with luxurious linens, pillow top mattress and sofa bed. Additional amenities include 55" HDTV, premium Wi-Fi, mini refrigerator, coffee maker, hair dryer, work desk, in room safe, and modern contemporary furnishings. These rooms offer breathtaking views of the surrounding theme parks and Disney Springs

**1 King Bed, Disney View, Non-Smoking**  
Pay Now & Save + 100 Bonus Points, Non-Cancellable

\$796.80 USD

**Taxes & Fees**  
Cancellation & Rate Details

\$243.60 USD

**Total for Stay**

**\$1040.40 USD**

**Already a Wyndham Rewards Member?**  
**Sign In for faster booking**

## GUEST INFORMATION

**FIRST NAME**

**LAST NAME**

**STREET**

**CITY**

**STATE**

Feedback

Select State/Province

## B Resort and Spa in Disney Orlando

### YOUR STAY

Check-in

After 4:00 PM

Check-out

Before 11:00 AM

Sun, Apr 26, 2020 - Thu, Apr 30, 2020

2 Adults

Chic Queen

Just Say No to Snow

\$542.30

4 Nights

Taxes and Fees

\$202.77

Details

EditRemove

Add a Room

Total:

\$745.07

(USD tax included )

**Letter from  
Property Tax Division**

Michelle Lujan Grisham  
Governor

Stephanie Schardin Clarke  
Cabinet Secretary

**DIVISIONS**

Office of the Secretary  
(505) 827-0341  
Administrative Services  
(505) 827-0369  
Audit and Compliance  
(505) 827-0900  
Motor Vehicle  
(505) 827-2296  
Property Tax  
(505) 827-0870  
Revenue Processing  
(505) 827-0800  
Tax Fraud Investigation  
(505) 827-0354

February 24, 2020

Dolores Vallejos  
Cibola County Assessor  
700 E. Roosevelt Ave., Ste. 50  
Grants, NM 87020

Dear Ms. Vallejos:

I would encourage you and your staff to attend the Annual Tyler Connect Training which is being held this year in Orlando, Florida April 26-29, 2020. As part of your statutory obligation to comply with the property tax code it's a critical requirement that your staff have the opportunity to take these courses when offered.

It will benefit your staff in using your current cama system and will also provide the ability to network with other professionals in the same assessment field.

Tyler Connect is Tyler's premier annual user conference.

Please review the information below which was taken directly from their website to further demonstrate what's being offered. [www.tylertech.com/tylerconnect](http://www.tylertech.com/tylerconnect)

Choose from hundreds of classes, workshops, and in-depth training sessions that will make your job easier. Connect sessions help you better utilize your Tyler products to overcome challenges, streamline operations, and enhance service delivery. Many classes are approved for continuing professional education (CPE) credits.

Tyler Connect provides you with networking opportunities at all levels. Whether you want to engage with Tyler staff, talk to people from your region, connect with those from similar agencies, or exchange practical product use ideas — you can find and fuel these relationships at Connect.

**TAXATION  
&  
REVENUE**  
NEW MEXICO

**Michelle Lujan Grisham**  
Governor


**Stephanie Schardin Clarke**  
Cabinet Secretary

**DIVISIONS**

**Office of the Secretary**  
(505) 827-0341  
**Administrative Services**  
(505) 827-0369  
**Audit and Compliance**  
(505) 827-0900  
**Motor Vehicle**  
(505) 827-2296  
**Property Tax**  
(505) 827-0870  
**Revenue Processing**  
(505) 827-0800  
**Tax Fraud Investigation**  
(505) 827-0354

If you have any questions regarding this recommendation, please contact me.

Sincerely,



**Phillip A. Sena, Bureau Chief**  
Property Tax Division  
505-827-0898



FutureView 2020

March 9 – 12 | Sheraton Phoenix Downtown, Phoenix, Arizona

# Congratulations, you are now registered!

Your Confirmation Number is:

**T3N72QNCGHM**

You will receive an email with your registration details.

[Add to Calendar](#)

## Registration Summary

Review your registration information below

**Jenna Rodriguez**

jennar@co.cibola.nm.us



Company

Cibola County

Title

Chief Deputy Assessor

**Work Address**

700 E. Roosevelt, Suite 50  
Grants, New Mexico 87020  
USA

**Mobile**

5052903012

**Work Phone**

---

## Questions

Do you plan to attend an optional Post Conference IAAO Certificate Session?

No

Did you attend FutureView 2018 in Austin, Texas?

No

## Agenda

**Item****Price****Admission Item**

Full Conference Registration + Hotel  
& Flight

\$0.00

## Hotel Request

**Item****Date****Run of House**

One Bed

1 room

Mar 8, 2020 - Mar 12, 2020

## Flight Request

Jenna Rodriguez



# Dolores Vallejos

dvallejos@co.cibola.nm.us



Add Additional Registrants

See you in...

26

DAYS

2

HOURS

54

MINUTES

12

SECONDS

Modify Registration

Cancel Registration



## FutureView 2020

March 9-12, 2020

Sheraton Phoenix Downtown, Phoenix,  
AZ

Media Policy

Request a Press  
Pass

Justification Letter

Code of Conduct

Terms & Conditions

Contact Us

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| [Strategic Meetings Management](#)



11 i.

# New Business

## Request to Procure Appraisals

515 W. High Street

Smith's Bldg.

Detention Center

No Back Up For This item



11 j.

# New Business

## FY21 Cost Share Agreement

Between Bernalillo and Cibola  
To House Juvenile Offenders

## **COST OF CARE AGREEMENT**

**This Cost of Care Agreement ("Agreement")** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Bernalillo, New Mexico, a political subdivision of the State of New Mexico (hereinafter "County"), and the County of Cibola, a political subdivision of the State of New Mexico (hereinafter "Contractor").

**WHEREAS**, the County owns and operates the Bernalillo County Youth Services Center (hereinafter "Facility") to house juvenile offenders; and

**WHEREAS**, the Contractor has a need to secure a confinement area for juveniles arrested and/or detained pursuant to lawful process (hereinafter "Detainees"); and

**WHEREAS**, state law provides that a local, state, federal or tribal entity may contribute a reasonable amount to a county to defray the cost of maintaining said detainees;

**NOW THEREFORE**, be it mutually resolved and agreed to by and between the County and Contractor that:

1. Upon request from the Contractor to house its Detainees, the County may provide bed space in its Facility, space permitting and as determined in the sole discretion of the Facility Director.
2. A "Detainee" for purposes of this Agreement is defined as a person under the age of eighteen under the purview of the children's court who is arrested or detained under process of law to secure detention by a court or official of competent jurisdiction.
3. In consideration for housing said Detainees, Contractor shall pay the County the sum of Two Hundred and Twenty-Five (\$225.00) dollars per Detainee housed at the Facility per day or any fraction thereof. A day is defined as any time from 12:01 a.m. to 12:00 a.m. Detainees that require enhanced supervision (one staff for one detainee) based on high suicide risk, mental health acuity, or other high-risk behavior, to include hospital details requiring one-on-one staffing, will be charged a daily rate of \$300.00 per day. This enhanced rate will only apply to the number of days requiring the one-on-one staffing. Contractor shall have the right to inspect supporting documentation from the County that indicates the need for one-on-one staffing. This Agreement shall take effect on July 1, 2020. Any prior Cost of Care Agreement in effect between the parties shall remain in effect until June 30, 2020, and shall terminate upon the term of this Agreement becoming effective July 1, 2020.
4. Contractor authorizes the County or its designee to submit billings to all applicable third party payors, including but not limited to Medicaid, and to collect and retain all payments resulting from such billings for any and all medical, mental health, dental care, and pharmaceuticals provided to each Detainee while housed at the Facility. In addition to the amount set forth in paragraph 3 above, Contractor shall also reimburse the County for all necessary medical, mental health, dental and/or pharmaceutical expenses incurred by, or on behalf of, each Detainee, arising out of injuries, illnesses or other medical, mental health or dental conditions of, or to, each Detainee that is not covered or reimbursed by any third party payor.

5. Contractor shall be responsible for any and all required transportation of each Detainee with the exception of emergency medical transports.
6. All amounts due from Contractor shall be paid by the Contractor to the County within thirty (30) calendar days of the date of billing. Any amount(s) not paid within forty-five (45) calendar days of the date of billing shall be subject to interest at the rate of one and one-half percent (1 & 1/2%) per month for all unpaid balance(s). Any bill remaining unpaid for two (2) months may result, as determined in the sole discretion of the Facility Director, in the County returning Detainee(s) to the Contractor.
7. It is mutually agreed that the Facility Director or the Director's designee retains the right to refuse to accept or to continue to house any Detainee(s) for any reason(s) as determined in the sole discretion of the Facility Director or designee.
8. It is also mutually agreed that except for Bernalillo County Detainee(s), the Facility shall not give preference to any particular arresting agency or County, subject to a Cost of Care Agreement, in booking and housing any Detainee if space at the Facility becomes limited. All Detainee(s) shall be accepted on a first-booked, first-incarcerated basis so long as the needs of Bernalillo County are first anticipated and met.
9. In the event that either party is in violation of any term of this Agreement, that party shall be served notice and have thirty (30) days in which to cure or remedy the defect. Failure to cure or remedy the defect shall give the non-offending party the right to terminate this Agreement immediately on notice. Notice is hereby deemed to have been given (a) if written notice is hand-delivered to the other party at their respective office, then termination is effective immediately upon receipt at said office; or (b) if the written notice is mailed by certified mail, return receipt requested, then termination is effective three (3) working days after the post office mark of mailing.
10. This Agreement may be terminated by either party, with or without cause, by providing written notice to the other party at least (30) calendar days prior to the effective date of termination. Termination pursuant to this paragraph by either party shall be considered final with no remedy or appeal.
11. Any termination pursuant to paragraphs 9 or 10 shall not affect or abrogate any responsibility of either party up to the effective date of termination.
12. It is agreed that Bernalillo County shall have complete and total authority over the administration, security, health safety and well-being of all residents housed at the Facility.
13. The Contractor agrees to instruct its law enforcement officers and Juvenile Probation Officers to continue to assist with the booking and lock-up processing of Contractor's detainees, including but not limited to fingerprinting, mug shots, and necessary reports, if requested by the Facility Director or his designee.

14. The Facility agrees that the release of Detainee(s) shall be made only pursuant to an order of a court of competent jurisdiction, or by appropriate order of an authorized Juvenile Probation Officer.
15. The Contractor and County agree that in the event of any incident at the Facility involving a Detainee(s) of Contractor, which incident requires an outside investigation, such incident shall be referred to the appropriate Law Enforcement Authority for investigation and a report made to both the Contractor and County.
16. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of this Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 et seq., as amended.
17. This Agreement shall not be altered, changed or amended except by written instrument executed and approved by both parties.
18. The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
19. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
20. This Agreement shall be governed by and construed and enforced in accordance with the Laws of the State of New Mexico.
21. This Agreement shall not become effective or binding until executed by both parties.

**APPROVED:**

**COUNTY OF BERNALILLO:**

\_\_\_\_\_  
Bernalillo County Attorney                      Date

\_\_\_\_\_  
By: Julie Morgas-Baca                      Date  
Bernalillo County Manager

**APPROVED:**

**CIBOLA COUNTY:**

\_\_\_\_\_  
Cibola County Attorney                      Date

\_\_\_\_\_  
By: Cibola County Manager                      Date



11 k.

New Business

Requisitions Over  
\$20,000

Purchase a Dump Truck-Road  
Department

# ROBERTS TRUCK CENTER

**Roberts Truck Center**

1623 Aspen Ave NW  
Albuquerque, NM 87104

Date: 11/25/2019  
Rep: Rick Rosenthal  
Cell: 505-238-8866  
Attention: Gary Porter  
Cust PO #

## Quote

### Bill To

Name: Cibola County  
Address: 700 East Roosevelt  
City St Zip: Grants, NM 87020  
Contact:  
Phone:

### Ship to

Name: Cibola County Roads Dept.  
Address: 1129 Motel Drive  
City St Zip: Milan, NM 87021  
Contact: Gary Porter  
Phone: 505-285-2573

Qty	Description	Unit Price	Total
1	<b>2020 HX620 SBA 6x4</b> (Cab & Chassis Specifications and Model Profile Attached) State of NM Price Agreement No. 61-805-16-14415 <u>Options &amp; Deletes:</u> Option G: Remove flat black hood option -459.00 Option P: 120 gallon Fuel Tank -368.00 Option AO: Rear Axle, 46000 lb 2,994.00 Option CD: Battery Disconnect Switch 49.00 Option CP: Allison Auto-Trans, 4500-RDS 6-speed 10,846.00 Option DP: Delete Tractor Pkg for Dump Chassis Spec -1,523.00	131,867.00	<b>State of NM Price Agreement</b>
	<b>Roberts Truck Center - Cab &amp; Chassis Total:</b>	<b>\$143,406.00</b>	
1	<b>Construction Truck Equipment Body Quote</b> (Body Specifications and additional Options Attached) State of NM Price Agreement No. 60-805-16-14425 Item #002 10/12 Yard Dump Body 47,494.93 Option F: Standard Hydraulics - Deduct -6,545.30 Option G: Electric Trailer Brake Controller 528.47 Option M: Electric Tarp 1,319.42 Sub-Total: 42,797.52 Deduct: Cab Guard & Pogo Stick -1,767.00 Deduct: Tool Box -410.00 Deduct: 13/15 Yard Dump Body in Lieu of 10/12 -15,835.08		
	<b>Construction Truck - Body Total:</b>	<b>\$24,785.44</b>	
1	<b>Trade Allowance</b> 2006 GMC Dump Truck	-10,000.00	
	<b>Sub Total</b>	<b>\$158,191.44</b>	
	<b>State Tax</b>	N/A	
	<b>Title &amp; Lic Fee</b>	N/A	
	<b>Fed Excise Tax</b>	N/A	
	<b>Total</b>	<b>\$158,191.44</b>	

### Terms

Net Due Upon Receipt

### Lienholder

Sub Total

State Tax

Title & Lic Fee

Fed Excise Tax

Total

\$158,191.44

N/A

N/A

N/A

\$158,191.44

Purchase Unit(s) VIN

Trade Unit(s) VIN

Need to Update

THANKS FOR YOUR BUSINESS



13 d.

# Executive Session

## New Business

### Resolution 20-23

Transfer of Property Ownership of  
Recruit Building from NM National  
Guard to Cibola County



**CIBOLA COUNTY  
RESOLUTION 2020-23**

**A RESOLUTION OF INTENT TO ACQUIRE LOCAL NATIONAL GUARD  
RECRUITMENT BUILDING AND DELEGATION OF AUTHORITY TO  
COUNTY MANAGER TO ACT ON BEHALF OF THE BOARD OF COUNTY  
COMMISSIONERS IN EFFECTUATING THE ACQUISITION**

**WHEREAS**, the Cibola County Board of County Commissioners met upon notice of a meeting duly published at the Cibola County Administration Building, 700 East Roosevelt Avenue, Suite 50, Grants, New Mexico 87020 on February 27, 2020 at 5:00 pm as required by law; and,

**WHEREAS**, the U.S. Army National Guard Recruitment Building, 2001 E. Santa Fe Avenue, Grants, New Mexico has been generously offered to Cibola County pending the required approvals; and,

**WHEREAS**, acquisition and assumption of control of the spacious property is in the best interest of Cibola County.

**NOW THEREFORE BE IT RESOLVED** that Cibola County intends to acquire ownership of the U.S. Army National Guard Recruitment Building, 2001 E. Santa Fe Avenue, Grants, New Mexico.

**NOW THEREFORE BE IT FURTHER RESOLVED** that the Cibola County Manager and staff under her direction are delegated the authority to effectuate the transfer of the property, including but not limited to, signing deeds and documents on behalf of the Commission and working with agencies toward final approval.

**PASSED** and **RESOLVED** this 27th day of February, 2020.

\_\_\_\_\_  
Daniel Torrez, Chairman

\_\_\_\_\_  
Robert Windhorst, Vice Chair

\_\_\_\_\_  
Martha Garcia, Second Vice Chair

\_\_\_\_\_  
Ralph Lucero, Member

\_\_\_\_\_  
Christine Lowery, Member

ATTEST:

\_\_\_\_\_  
Michelle Dominguez  
County Clerk