

**QUAY COUNTY GOVERNMENT**  
300 South Third Street  
P.O. Box 1246  
Tucumcari, NM 88401  
Phone: (575) 461-2112  
Fax: (575) 461-6208

**AGENDA  
REGULAR SESSION  
QUAY COUNTY BOARD OF COMMISSIONERS  
AUGUST 9, 2021**

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**9:00 A.M. Call Meeting to Order**

Pledge of Allegiance

Approval of Minutes-Regular Session July 26, 2021

Approval/Amendment of Agenda

**Public Comment**

**Ongoing Business**

**New Business**

- I. Patsy Gresham, Quay County Treasurer**
  - Discussion of Delinquent Tax Collections/State Auction
- II. Christopher Birch, Quay County Detention Center Administrator**
  - Request Approval of First Amendment of Securus Technologies Master Services Agreement
  - Request Approval of Amendment of Summit Food Service Partnership Agreement
- III. Larry Moore, Quay County Road Superintendent**
  - Road Update
- IV. Cheryl Simpson, Quay County Finance Director**
  - Request Approval of Amended FY2021-2022 Resolution No. 2 FY2021 Final Quarter Financial Report
  - Request Approval of Amended FY2021-2022 Resolution No. 3 FY2022 Budget Adoption
  - Request Approval of FY2021-2022 Resolution No. 4 Authorizing a Loan Agreement and Intercept Agreement for Bard Endee Fire
- V. Daniel Zamora, Quay County Manager**
  - Correspondence



DOC #CM-00515

08/23/2021 01:36 PM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM Ellen White - County Clerk, County\_Cle

Pages: 98



**VI. Request Approval of Accounts Payable**

**VII. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**

**VIII. Request for Closed Executive Session**

- Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation
- Pursuant to Section 10-15-1(H) 2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters
- Pursuant to Section 10-15-1(H) 8. Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights

**Adjourn**

*Lunch-Time and Location to be Announced*

## **REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS**

**August 9, 2021**

**9:00 A.M.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 9<sup>th</sup> day of August, 2021 at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

### **PRESENT & PRESIDING:**

Franklin McCasland, Chairman  
Robert Lopez, Member  
Ellen L. White, County Clerk  
Daniel Zamora, County Manager

### **ABSENT:**

Jerri Rush, Member

### **OTHERS PRESENT:**

Janie Hoffman, Quay County Assessor  
Cheryl Simpson, Quay County Finance Director  
Larry Moore, Quay County Road Superintendent  
Christopher Birch, Quay County Detention Center Administrator  
Lucas Bugg, Quay County Fire Marshal  
Richard Primrose, Quay County Consultant  
Wayland Oliver, Stantec  
Ron Warnick, Quay County Sun

Chairman McCasland called the meeting to order. Christopher Birch led the Pledge of Allegiance.

A MOTION was made by Robert Lopez, SECONDED by Franklin McCasland to approve the July 26, 2021 regular session minutes as presented. MOTION carried with Lopez voting "aye" and McCasland voting "aye".

A MOTION was made by Robert Lopez, SECONDED by Franklin McCasland to approve the Agenda as presented. MOTION carried with Lopez voting "aye" and McCasland voting "aye".

Public Comments: None

### **NEW BUSINESS:**

County Manager, Daniel Zamora, provided the Quay County Delinquent Tax Collection Report on behalf of Treasurer Patsy Gresham. Zamora noted the Tax Auction is set for September 16, 2021. A copy of the report is attached to these minutes.

Christopher Birch, Quay County Detention Center Administrator, requested approval of the following items:

- First Amendment of Securus Food Services Technologies Master Services Agreement
- Amendment to the Food Service Partnership Agreement for the Detention Center

A MOTION was made by Robert Lopez, SECONDED by Franklin McCasland to approve both Agreements described above. MOTION carried with Lopez voting “aye” and McCasland voting “aye”. Copies are attached to these minutes.

Larry Moore, Quay County Road Superintendent, provided the following updates from the Quay County Road Department:

- Blade Reports were distributed.
- Received notice from District 4 of the NM Department of Transportation of a legislative appropriation of 1.5 million dollars to create acceleration, deceleration and turning lanes at the intersection of Highway 54 and Quay Road AI. Moore reported the topographically surveys have been completed with the design phase to follow. The project is expected to go out for bids this winter with construction set for the summer of 2022.
- School Bus Project on Quay Road O has been completed and the paperwork submitted for reimbursements.
- Received the “Notice to Proceed” on the 1625 Bridge construction on Route 66.
- Waiting to receive the 350 cubic yards of millings requested for the project on Quay Road M.
- Reclaimer is being repaired.
- Crews continue to work on washed roads, potholes, and mowing.
- Fixed the issue Mr. Jaramillo voiced concerns over at the last meeting regarding the culvert.
- The crews will be working on a culvert issue on Quay Road AR which is causing flooding at Mr. Tommy Garcia’s residence.

Cheryl Simpson, Quay County Finance Director, presented the following items for approval:

- Amended FY2021-2022 Resolution No. 2; FY21 Final Quarter Financial Report
- Amended FY2021-2022 Resolution No. 3; FY22 Budget Adoption

Simpson explained the reason for these amended Resolutions is the result of an accounting error in posting the July 1<sup>st</sup> cash receipts to the June period, misstating the ending cash balances and the beginning cash balances for the new budget.

A MOTION was made by Robert Lopez, SECONDED by Franklin McCasland to approve both Amended Resolutions as described above. MOTION carried with McCasland voting “aye” and Lopez voting “aye”. Copies are attached.

- FY2021-2022 Resolution No. 4; Authorizing a Loan Agreement and Intercept Agreement for the Bard Endee Fire Department. The loan total is \$100,000.00.

A MOTION was made by Robert Lopez, SECONDED by Franklin McCasland to approve Resolution No. 4. MOTION carried with Lopez voting “aye” and McCasland voting “aye”. A copy is attached.

Simpson informed the Commission the next meeting held will include an Audit Entrance and the ICIP Public Hearing. Simpson also reminded everyone of the upcoming registration deadline for the NMC Conference slated for September in Lea County.

Quay County Manager, Daniel Zamora presented the following items of correspondence:

- Kathy Elliot, Harden & Associates, will be in attendance at the August 23<sup>rd</sup> meeting to discuss the ICIP formalities and provide input to the process.
- Provided information from the U.S. Department of Transportation regarding the ongoing construction on the U.S. 54 Bypass. The press release indicates the stop light at U.S. 54/Mountain Road and Route 66 Blvd. will be removed and changed to a four-way stop sign on August 9<sup>th</sup>. Caution is advised at that intersection.

A MOTION was made by Robert Lopez, SECONDED by Franklin McCasland to approve the expenditures included in the Accounts Payable Report ending August 5, 2021. MOTION carried with Lopez voting “aye” and McCasland voting “aye”.

Other Quay County Business That May Arise during the Commission Meeting and/or comments from the Commissioners: NONE

Chairman McCasland requested a ten-minute break. Time noted 9:20 a.m.  
Return to regular session. Time noted 9:30 a.m.

A MOTION was made by Robert Lopez, SECONDED by Franklin McCasland to go into Executive Session pursuant to the following item(s):

- Section 10-15-1(H)7 for Threatened or Pending Litigation.
- Section 10-15-1(H)2 for Limited Personnel Matters.
- Section 10-15-1(H)8 for Discussion for Purchase, Acquisition or Disposal of Real Property or Water Rights.

THE MOTION carried with Lopez voting “aye” and McCasland voting “aye”.

Time noted 9:35 a.m.

---Executive Session---

Return to regular session. Time noted 10:20 a.m.

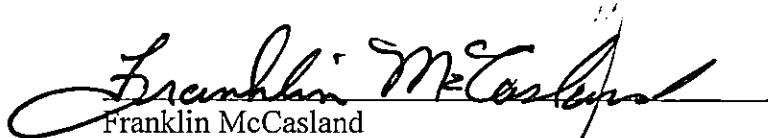
A MOTION was made by Robert Lopez, SECONDED by Franklin McCasland that only the items listed above were discussed in Executive Session. MOTION carried with Lopez voting “aye” and McCasland voting “aye”.

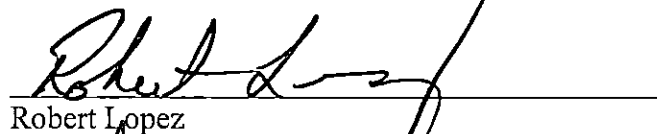
Chairman McCasland stated there is no action as a result of Executive Session.

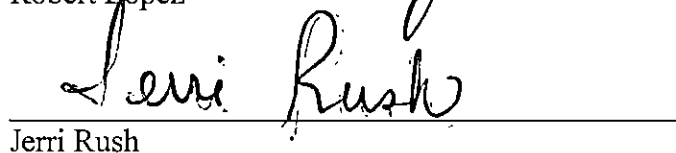
There being no further business, a MOTION was made by Robert Lopez SECONDED by Franklin McCasland to adjourn. MOTION carried with Lopez voting “aye” and McCasland voting “aye”. Time noted 10:25 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

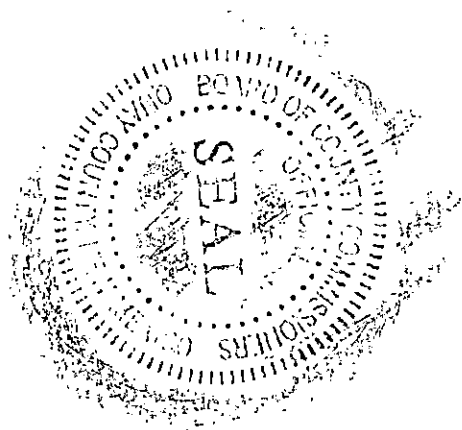
  
Franklin McCasland

  
Robert Lopez

  
Jerri Rush

ATTEST:

  
Ellen L. White, County Clerk



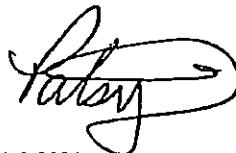
**Delinquent Tax Collections/State Auction: July, 2021**

We have had a good year for collecting taxes, including delinquent taxes. We are running at an overall 10-year Collection rate of 98.88%. We have collected 96.13% of 2020 taxes as of end of July. We Collected \$109,000 in taxes, including significant delinquent taxes, from 2 taxpayers. We have collected delinquent taxes on several mobile homes – some as far back as 10 years.

This year, we added an additional mailing to the one notice required by State Statute. We also sent A special insert in the required mailing for mobile homes reminding taxpayers that although Mobile Homes are not subject to be reverted to the state, they are subject to demand warrants that can allow the Treasurer to repo and sell a Mobile Home for delinquent taxes.

I have worked individually with two significantly delinquent taxpayers to collect all taxes due for one, removing the property from the State's Auction List, and most taxes due for the other. This 2<sup>nd</sup> taxpayer paid enough to avoid reverting their commercial Property to the State.

A State employee has been here for the past month preparing properties for auction. We should have an auction in August. We started at 200 properties and ended with 15. This is partly due to numerous collections and partly due to the state's inability to schedule a large auction due to the problems they are having with new software adopted last year during pandemic. Of course, most employees at the NMPTD have been working from home and are just now experiencing the problems with the software now that they are back in the office and visiting counties. She shared a very helpful website that has helped contact several taxpayers for whom we have been receiving returned mail, including the owner of Charladans. If the State follows through with the auction, we have made sure that several commercial properties are offered for sale. If we receive no bids, we can continue with a process to consider lowering the minimum bid on these properties, currently not in business, to help sell the properties and return them to the tax rolls. I will continue to work with NMDPTD staff to pursue this option now they are back working from their offices.

A handwritten signature in black ink, appearing to be 'Kathy', with a large, stylized loop at the end.



**Authorities Taxes Receivable**  
**Quay County Treasurer, Start Year: 2011, Receivable On 07/31/21,**  
**Without Exemptions**

Authority	Year	Assessed	Adjusted Assessed	Billed	Adjusted	Outstanding	Collected	Percent Collected
rounding	Total	\$0	\$0	(\$0.02)	\$0.01	(\$0.02)	\$0.01	-100%
Total Tax	2011	\$1,248,388,809	(\$39,609,947)	\$4,112,912.04	(\$43,500.17)	\$17,821.20	\$4,051,590.67	99.56%
Total Tax	2012	\$1,281,002,876	(\$11,470,630)	\$4,224,728.60	(\$36,190.88)	\$20,192.99	\$4,168,344.73	99.52%
Total Tax	2013	\$1,344,469,821	(\$49,356,156)	\$4,559,239.64	\$16,935.58	\$23,859.19	\$4,552,316.03	99.48%
Total Tax	2014	\$1,349,247,078	(\$168,248,452)	\$4,580,999.64	\$206,193.85	\$21,994.87	\$4,765,228.62	99.54%
Total Tax	2015	\$1,402,674,145	(\$72,310,436)	\$4,901,022.20	\$17,162.60	\$24,771.20	\$4,893,413.60	99.5%
Total Tax	2016	\$1,458,338,913	(\$72,912,208)	\$5,052,888.92	\$21,874.14	\$31,286.24	\$5,043,476.82	99.38%
Total Tax	2017	\$1,556,313,087	(\$67,093,073)	\$5,394,490.88	(\$233,465.84)	\$35,849.20	\$5,125,175.84	99.31%
Total Tax	2018	\$1,565,291,342	\$2,293	\$5,428,348.44	(\$549.80)	\$37,381.60	\$5,390,417.04	99.31%
Total Tax	2019	\$1,644,949,385	(\$7,863,145)	\$5,679,071.32	(\$33,992.44)	\$99,154.59	\$5,546,524.29	98.24%
Total Tax	2020	\$1,700,077,583	\$10,801,688	\$6,335,396.88	\$42,693.44	\$245,306.13	\$6,132,784.19	96.15%
Total Tax	Total	\$14,550,753,039	(\$478,060,066)	\$50,269,098.56	(\$42,239.52)	\$557,587.21	\$49,669,271.83	98.89%
Grand Total	2011	\$1,248,388,809	(\$39,609,947)	\$4,112,912.04	\$463,072.09	\$20,178.42	\$4,555,805.71	99.56%
Grand Total	2012	\$1,281,002,876	(\$11,470,630)	\$4,224,728.60	\$457,533.19	\$22,584.63	\$4,659,877.16	99.52%
Grand Total	2013	\$1,344,469,821	(\$49,356,156)	\$4,559,239.64	\$567,417.98	\$26,970.73	\$5,099,686.89	99.47%
Grand Total	2014	\$1,349,247,078	(\$168,248,452)	\$4,580,999.64	\$673,037.65	\$24,949.55	\$5,229,087.74	99.53%
Grand Total	2015	\$1,402,674,145	(\$72,310,436)	\$4,901,022.20	\$533,922.20	\$28,351.22	\$5,406,593.18	99.48%
Grand Total	2016	\$1,458,338,913	(\$72,912,208)	\$5,052,888.92	\$564,345.12	\$35,739.09	\$5,581,494.95	99.36%
Grand Total	2017	\$1,556,313,087	(\$67,093,073)	\$5,940,071.16	(\$250,742.67)	\$41,048.56	\$5,648,279.93	99.28%
Grand Total	2018	\$1,565,291,342	\$2,293	\$5,949,230.00	(\$1,679.92)	\$42,395.03	\$5,905,155.05	99.29%
Grand Total	2019	\$1,644,949,385	(\$7,863,145)	\$6,232,286.96	(\$33,657.04)	\$112,675.65	\$6,085,954.27	98.18%
Grand Total	2020	\$1,700,077,583	\$10,801,688	\$6,889,042.64	(\$104,179.64)	\$262,538.99	\$6,522,324.01	97.43%
Grand Total	Total	\$14,550,753,039	(\$478,060,066)	\$52,442,421.80	\$2,869,088.96	\$617,431.87	\$54,694,058.89	98.36%





QUAY COUNTY (NM)  
A002693

**FIRST AMENDMENT  
TO  
MASTER SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, LLC ("we," "us," or "Provider") and Quay County Detention Center ("you" or "Customer") dated March 27, 2020 (the "ITS Agreement").

**WHEREAS** Customer and Provider are parties to the ITS Agreement and desire to amend the terms as stated herein;

**NOW, THEREFORE**, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the ITS Agreement. Notwithstanding anything to the contrary, the terms and conditions of the ITS Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this ITS Agreement.
2. **Secure JMS Platform.** Provider will transition away from Archonix's Xjail software and will install and provision the Provider's Secure JMS software platform as more fully set forth in the Software Subscription and Service Agreement, attached hereto and incorporated herein by reference. The Archonix contract governing Xjail will terminate as of the completion of the transition.
3. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the ITS Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

**CUSTOMER:**

Quay County Detention Center

By: 

Name: Franklin McCasland

Title: Chairman

Date: 8-9-2021

**PROVIDER:**

Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)

By: \_\_\_\_\_

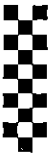
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Please return signed contract to:**

4000 International Parkway  
Carrollton, Texas 75007  
Attention: Contracts Administrator  
Phone: (972) 277-0300

**AMENDMENT TO THE FOOD SERVICE PARTNERSHIP AGREEMENT**

This Amendment is made and entered into by and between Quay County, New Mexico ("Client"), and Summit Food Services, LLC ("Company") (collectively "the Parties").

WHEREAS, Client and Company have entered into a certain Food Partnership Agreement (the "Contract"), effective July 1, 2013;

WHEREAS, Client desires to be incorporated into the State of New Mexico Statewide Pricing Agreement;

WHEREAS, Company has been granted the right to provide the same service under the State of New Mexico Statewide Price Agreement No. 10-00000-20-00036AA (the "Statewide Price Agreement") which is in effect through June 30, 2029, and

WHEREAS, the parties now desire to amend said Agreement upon the terms and conditions stated herein.

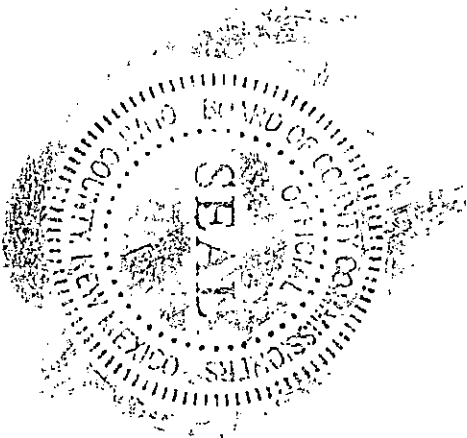
NOW, THEREFORE, the parties, intending to be legally bound hereby, mutually agree as follows:

1. The parties agree that the Agreement will now become part of the Statewide Pricing Agreement. The terms of that Statewide Pricing agreement shall govern this existing contract.

This Amendment is effective as of July 1, 2021. All other terms and conditions of the original Contract (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Contract.

CLIENT  
Signature: Franklin McCasland  
Name: Franklin McCasland  
Title: Chairman  
Date: 8-9-2021

COMPANY  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



DATE/21	NAME	ROAD BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD/COMMENTS
7/1/21	LOUIS	QUAY ROAD 72	1200-1400	2.00	
	LOUIS	QUAY ROAD J	6900-7200	3.00	
7/6/21	TONY	QUAY ROAD 101	1300-1400	1.00	
	TONY	QUAY ROAD 96	1200-1300	1.00	
	TONY	QUAY ROAD L	9100-9200	1.00	
7/7/2021	LOUIS	QUAY ROAD J	7150-7200	0.50	
	LOUIS	QUAY ROAD J	6550-6750	2.00	
	LOUIS	QUAY ROAD E	7200-7340	1.40	
7/8/21	TONY	QUAY ROAD 72.5	2450-2475	0.29	
	TONY	QUAY ROAD 72	2200-2450	1.89	
	TONY	QUAY ROAD 71.2	2300-2400	1.00	
	TONY	QUAY ROAD X	7100-7200	1.00	
	TONY	QUAY ROAD 71	2400-2500	1.00	
	LOUIS	QUAY ROAD E	6800-7200	4.00	
	LOUIS	QUAY ROAD U	5800-5950	1.50	
7/12/21	LARRY	QUAY ROAD 40	2400-2450	0.50	
	LARRY	QUAY ROAD 42	2100-2400	3.00	
	LARRY	QUAY ROAD U	4300-4400	1.00	
	DONALD	QUAY ROAD 71.2	2300-2400	0.75	PULLED DITCHES/FIX RUTS
	DONALD	QUAY ROAD 71.2	2450-2600	1.50	PULLED DITCHES/FIX RUTS
	DONALD	QUAY ROAD Y	7000-7100	1.00	PULLED DITCHES/FIX RUTS
	DONALD	QUAY ROAD 65	2800-2900	1.00	PULLED DITCHES/FIX RUTS
	DONALD	QUAY ROAD 64	2900-3100	2.00	PULLED DITCHES/FIX RUTS
	DONALD	QUAY ROAD AE	6300-6400	0.92	PULLED DITCHES/FIX RUTS
	DONALD	QUAY ROAD 72	2475-2568	0.90	PULLED DITCHES/FIX RUTS
	LOUIS	QUAY ROAD U	5700-5800	1.00	
	LOUIS	QUAY ROAD 57	1800-2200	4.00	
	LOUIS	QUAY ROAD V	5550-5700	1.50	
7/13/21	DONALD	QUAY ROAD 43	4200-4933	7.33	PULLED DITCH/FIX HOLES & RUTS
	LARRY	QUAY ROAD 47	1700-1900	2.00	
	LARRY	QUAY ROAD R	4600-4700	1.00	
	QUADE	QUAY ROAD AW	3500-3700	2.00	
	QUADE	QUAY ROAD 36	4700-4800	1.00	
	TONY	QUAY ROAD 90	1200-1500	3.00	
	LOUIS	QUAY ROAD 55	1800-2200	4.57	
	LOUIS	QUAY ROAD S	5400-5500	1.00	
	LOUIS	QUAY ROAD 54	1750-1800	0.32	
	LOUIS	QUAY ROAD 50	1750-1800	1.00	
7/14/21	QUADE	QUAY ROAD AV	3600-3700	1.00	
	QUADE	QUAY ROAD 38	4000-4100	1.00	
	QUADE	QUAY ROAD AO	3800-3900	1.00	
	QUADE	QUAY ROAD 36	4100-4300	2.00	
	LARRY	QUAY ROAD Q	4500-4800	3.00	
	LARRY	QUAY ROAD 47	1600-1700	1.00	
	TONY	QUAY ROAD AT	5800-6100	3.00	
7/15/21	LARRY	QUAY ROAD P	4600-4800	2.00	
	LARRY	QUAY ROAD 47	1500-1600	1.00	
	LARRY	QUAY ROAD R	4500-4600	1.00	

	DONALD	QUAY ROAD 64.5	4225-4300	0.70
	DONALD	QUAY ROAD 65.5	2700-2900	2.00
	DONALD	QUAY ROAD 61	3975-4050	0.42
	QUADE	QUAY ROAD 36	3500-4100	6.00
7/19/21	DONALD	QUAY ROAD 66	1800-1900	1.00
	DONALD	QUAY ROAD S	6500-6600	1.00
	DONALD	QUAY ROAD 65	1800-1900	1.00
	DONALD	QUAY ROAD T	6500-6700	2.00
	QUADE	QUAY ROAD 34	3500-3675	1.75
	QUADE	QUAY ROAD AP	3600-3800	2.00
	LOUIS	QUAY ROAD T	6900-7000	1.00
	LOUIS	QUAY ROAD T	6700-6900	0.50
	LOUIS	QUAY ROAD 67	1800-2000	2.00
7/20/2021	TONY	QUAY ROAD 93	2300-1800	6.00
	LOUIS	QUAY ROAD 66	1800-1900	1.00
7/21/21	QUADE	QUAY ROAD AP	3600-3800	2.00
	QUADE	QUAY ROAD 36	3900-4100	2.00
	QUADE	QUAY ROAD AN	3600-3700	1.00
	LOUIS	QUAY ROAD S	6500-6600	1.00
	LOUIS	RT. 66	1300-1475	1.75
7/22/21	TONY	QUAY ROAD 65	4225-4400	2.33
	TONY	QUAY ROAD 65	4100-4175	0.73
	TONY	QUAY ROAD 65.5	2700-2900	2.00
	TONY	QUAY ROAD AP.5	6600-6750	2.00
	QUADE	QUAY ROAD 36	3500-3900	4.00
	QUADE	QUAY ROAD AN	3600-3800	2.00
	LOUIS	QUAY ROAD 58	2200-2674	4.74
7/26/21	DONALD	QUAY ROAD AJ	7200-7250	0.50
	DONALD	QUAY ROAD AZ	5950-6000	0.50
	LOUIS	QUAY ROAD 58	5820	0.20
7/28/21	QUADE	QUAY ROAD 31	2900-3100	2.00
	QUADE	QUAY ROAD AF	3000-3100	1.00
	LOUIS	QUAY ROAD 57	2100-2200	1.00
	LOUIS	QUAY ROAD 55	1800-2200	1.00
	LOUIS	QUAY ROAD 50	1450-1750	3.00
	LOUIS	QUAY ROAD L	4800-4950	1.50
	LOUIS	QUAY ROAD M	5180-5200	0.20
7/27/21	TONY	QUAY ROAD R	9000-9300	3.00
	TONY	QUAY ROAD T	9600-9800	2.00
7/29/21	TONY	GOLF COURSE RD		0.92
	QUADE	QUAY ROAD 31	3100-3500	4.00
	QUADE	QUAY ROAD AN	3600-3800	2.00
	QUADE	QUAY ROAD AP	3500-3600	1.00
	LOUIS	QUAY ROAD 50	1200-1450	2.50
	LOUIS	QUAY ROAD 57	1900-2100	0.50
	LOUIS	QUAY ROAD M	5200-5400	2.00
	LOUIS	QUAY ROAD M	5600-5700	1.00
		<b>TOTAL</b>		<b>164.61</b>

AMENDED  
STATE OF NEW MEXICO  
QUAY COUNTY  
2021-2022  
RESOLUTION NO. 2

FY2021 FINAL QUARTER FINANCIAL REPORT  
YEAR ENDING JUNE 30, 2021  
AS AMENDED

**WHEREAS**, the Governing Board in and for the County of Quay, State of New Mexico has developed a budget for fiscal year 2021 – 2022; and

**WHEREAS**, the final quarterly report has been reviewed and approved to ensure the accuracy of the beginning balances used on the FY 2022 budget; and

**WHEREAS**, it is hereby certified that the contents in this report are true and correct to the best of our knowledge and that this report depicts all funds for fiscal year 2021.

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the Board of County Commissioners, County of Quay, State of New Mexico hereby approves the **amended** final quarterly report for FY 2021 hereinafter described as Attachment “A” and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

**Resolved: In the Regular Board Session this 9<sup>th</sup> day of August, 2021.**

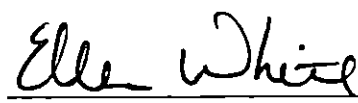
QUAY COUNTY  
BOARD OF COMMISSIONERS

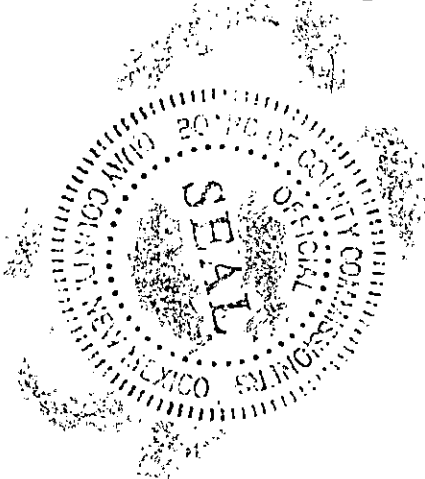
  
Franklin McCasland, Chairman

\_\_\_\_\_  
Jerri Rush, Member

  
Robert Lopez, Member

ATTEST:

  
Ellen White, County Clerk



**State of New Mexico**  
**Local Government Budget Management System (LGBMS)**  
**Report Recap - Fiscal Year 2020-2021 - Quay County - FY2021 Q4**

Printed from LGBMS on 2021-08-04 15:01:08

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	1,034,123.00	0.00	4,147,809.27	-1,346,736.00	2,482,605.11	0.16	1,352,591.32	620,651.28	731,940.04
20200 Environmental	87,848.00	0.00	49,420.68	0.00	32,840.97	0.00	104,427.71	0.00	104,427.71
20300 County Property Valuation	148,623.00	0.00	68,893.51	0.00	36,681.77	0.00	180,834.74	0.00	180,834.74
20400 County Road	484,686.00	0.00	1,126,591.63	-30,825.26	1,004,891.86	0.00	575,570.51	83,740.16	491,830.35
20600 Emergency Medical Services	443.00	0.00	22,038.00	0.00	18,642.33	0.00	3,838.67	0.00	3,838.67
20800 Farm & Range	393.00	0.00	42.01	0.00	0.00	0.00	435.01	0.00	435.01
20900 Fire Protection	1,126,986.00	0.00	1,716,936.67	-180,052.08	1,406,541.22	0.00	1,257,329.37	0.00	1,257,329.37
21100 Law Enforcement Protection	0.00	0.00	23,600.00	-22,050.00	1,550.00	0.00	0.00	0.00	0.00
21800 Intergovernmental Grants	26,611.00	0.00	540,785.31	29,493.00	553,554.16	0.00	43,335.15	0.00	43,335.15
22000 Indigent Fund	432,096.00	0.00	353,130.24	-250,000.00	229,552.52	0.00	305,673.72	0.00	305,673.72
22100 Hospital Gross Receipts Tax	1,208,979.00	0.00	1,479,840.60	-169,821.00	1,148,000.25	0.00	1,370,998.35	0.00	1,370,998.35
22300 DWI Fund	36,414.00	0.00	108,307.42	0.00	116,176.79	0.00	28,544.63	0.00	28,544.63
22500 Clerks Recording & Filing Fund	34,187.00	0.00	11,839.93	0.00	13,249.61	0.00	32,777.32	0.00	32,777.32
22600 Jail - Detention	81,249.00	0.00	489,513.88	950,000.00	1,381,167.46	0.00	139,595.42	0.00	139,595.42
22700 County Emergency Communications and Medical & Behavioral Health GRT	327,740.00	0.00	536,017.72	0.00	476,437.30	0.00	387,320.42	0.00	387,320.42
26000 American Rescue Plan Act	0.00	0.00	801,524.00	0.00	0.00	0.00	801,524.00	0.00	801,524.00
29900 Other Special Revenue	437,788.00	0.00	158,420.40	136,071.00	313,848.66	0.00	418,430.74	0.00	418,430.74
30200 CDBG (HUD) Project	77,442.00	0.00	83,888.52	0.00	92,585.11	0.00	68,745.41	0.00	68,745.41

30300 State Legislative Appropriation Project	0.00	0.00	456,995.09	0.00	383,774.00	-73,221.09	0.00	0.00	0.00
30400 Road/Street Projects	3,519,419.00	0.00	1,065.93	0.00	431,809.00	0.00	3,088,675.93	0.00	3,088,675.93
30600 NMFA Project	0.00	0.00	24,270.33	0.00	0.00	-24,270.33	0.00	0.00	0.00
39900 Other Capital Projects	1,597,303.00	0.00	12,520.89	497,050.00	141,179.93	97,491.42	2,063,185.38	0.00	2,063,185.38
40400 NMFA Loan Debt Service	444,392.00	0.00	128,535.20	386,870.34	955,846.80	0.00	3,950.74	0.00	3,950.74
Totals	11,106,722.00	0.00	12,341,987.23	0.00	11,220,924.85	0.16	12,227,784.54	704,391.44	11,523,393.10

**QUAY COUNTY**  
**FISCAL YEAR: 2020-21**  
**REPORT PERIOD: 06/21**

FUND NUMBER AND TITLE	BEGINNING CASH BALANCE	REVENUES	TRANSFERS	EXPENDITURES	CHANGE IN BALANCE SHEET	ENDING CASH BALANCE
401 GENERAL FUND	1,034,123.27	4,147,809.27	( 1,346,736.00)	2,482,605.11	.16	1,352,591.59
402 ROAD FUND	484,685.56	1,126,591.63	( 30,825.26)	1,004,881.86	.00	575,570.07
403 FARM & RANGE FUND	393.44	42.01	.00	.00	.00	435.45
406 HEALTH CARE ASSISTANCE FUND	432,095.83	353,130.24	( 250,000.00)	229,552.52	.00	305,673.55
407 FIRE DISTRICT NO 1 FUND	42,195.96	140,939.76	( 24,853.00)	77,448.44	.00	80,834.28
408 FIRE DISTRICT NO 2 FUND	60,590.61	82,680.64	( 21,831.44)	58,340.61	.00	63,099.20
409 FIRE DISTRICT NO 3 FUND	234,761.95	303,299.89	( 23,850.00)	466,736.24	.00	47,475.60
410 NARA VISA FIRE FUND	124,725.66	59,454.17	.00	34,311.46	.00	149,868.37
411 FORREST FIRE FUND	53,088.19	168,121.98	( 12,060.00)	126,492.11	.00	82,658.06
412 JORDAN FIRE FUND	313,831.29	355,896.96	( 21,885.64)	476,578.99	.00	171,263.62
413 BARD ENDEE FIRE FUND	53,778.27	186,821.21	( 17,118.00)	71,849.14	.00	151,632.34
414 EMERGENCY MEDICAL SERVS FUND	443.61	22,038.00	.00	18,642.33	.00	3,839.28
415 QUAY FIRE DIST FUND	116,684.82	79,640.74	( 22,075.00)	20,510.04	.00	153,740.52
416 FORESTRY FIRE FUNDS	147,680.25	18,492.18	.00	17,378.29	.00	148,794.14
418 PORTER FIRE DEPT.	90,545.23	259,616.78	( 12,372.00)	22,922.64	.00	314,867.37
419 QUAY COUNTY EMERGENCY MANAG	26,611.17	15,485.31	29,493.00	28,254.16	.00	43,335.32
420 QUAY COUNTY FIRE MARSHALL	36,783.69	80,464.54	( 24,007.00)	51,351.55	.00	41,889.68
421 DETENTION CENTER	42,182.28	489,513.88	950,000.00	1,366,167.46	.00	115,528.70
430 SAFETY NET CARE POOL FUND	.00	.00	124,821.00	124,821.00	.00	.00
431 COUNTY EMERGENCY COMMUNICATI	327,740.51	536,017.72	.00	476,437.30	.00	387,320.93
499 REAPPRAISAL FUND	148,623.23	68,893.51	.00	36,681.77	.00	180,834.97
501 HOSPITAL FUND	1,208,978.62	1,479,840.60	( 169,821.00)	1,148,000.25	.00	1,370,997.97
503 RURAL ADDRESSING FUND	32,916.61	2,071.03	11,250.00	29,491.39	.00	16,746.25
516 ASAP - OTHER CHARGES	9,679.57	25.66	.00	121.77	.00	9,583.46
520 TUC. DOMESTIC VIOLENCE PROGRA	8,366.50	2,814.09	.00	6,625.27	.00	4,555.32
562 DEBT SERVICE	.00	.00	386,870.34	386,870.34	.00	.00
563 NMFA DEBT RESERVE	444,391.58	128,535.20	.00	568,976.46	.00	3,950.32
607 LAW ENFORCEMENT PROTECTION F	.00	23,600.00	( 22,050.00)	1,550.00	.00	.00
610 JUVENILE DET OFFICER FUND	39,067.44	.00	.00	15,000.00	.00	24,067.44
613 PRIMARY CARE CLINIC	154,835.96	112,340.48	.00	121,886.89	.00	145,289.55
621 CLERK'S EQUIP REC FUND	34,187.52	11,839.93	.00	13,249.61	.00	32,777.84
622 DWI DISTRIBUTION	30,647.45	107,307.00	.00	116,176.79	.00	21,777.66
623 ENVIRONMENTAL GROSS REC FUND	87,847.78	49,420.68	.00	32,840.97	.00	104,427.49
624 DWI GRANT FUND	5,766.32	1,000.42	.00	.00	.00	6,766.74
628 MISDEMEANOR COURT COMPLIANCE	40,073.86	11,414.96	.00	6,538.17	.00	44,950.65
631 DWI PROBATION FEES	22,123.08	4,957.00	.00	5,956.00	.00	21,124.08
632 DWI SCREENING FEES	8,940.74	800.00	.00	880.00	.00	8,860.74
634 DWI UA FEES	12,009.94	430.00	.00	149.88	.00	12,290.06
639 WILDLIFE SERVICES	1,161.03	5,075.00	.00	.00	.00	6,236.03
649 COUNTY IMPROVEMENTS	4,725,579.04	493,786.31	497,050.00	948,827.69	.00	4,767,587.66
650 ROAD EQUIPMENT FUND	391,143.14	1,085.93	.00	7,935.24	.00	384,273.83
654 AMERICAN RECOVERY FUND	.00	801,524.00	.00	.00	.00	801,524.00
655 CDBG - QUAY COUNTY	46,978.17	83,888.52	.00	92,585.11	.00	38,281.58
656 CDBG PLANNING GRANT	30,463.63	.00	.00	.00	.00	30,463.63
657 CARES RELIEF FUND	.00	525,300.00	.00	525,300.00	.00	.00
<b>GRAND TOTAL</b>	<b>11,106,722.80</b>	<b>12,341,987.23</b>	<b>.00</b>	<b>11,220,924.85</b>	<b>.16</b>	<b>12,227,785.34</b>



**AMENDED  
STATE OF NEW MEXICO  
QUAY COUNTY  
2021-2022 RESOLUTION NO. 3  
2021-2022 BUDGET ADOPTION  
AS AMENDED**

**WHEREAS**, the Governing body in and for the County of Quay, State of New Mexico has developed a budget for fiscal year 2022, and

**WHEREAS**, said budget was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors, and

**WHEREAS**, the official meetings for the review of said documents were duly advertised in Quay County Sun, Majestic Communications and City of Tucumcari Library, in compliance with the State Open Meetings act, and

**WHEREAS**, it is the majority opinion of this Board that the proposed budget meets the requirements as currently determined for fiscal year 2022,

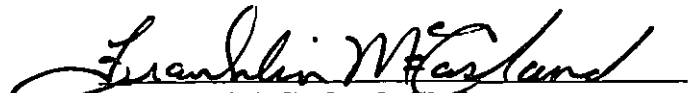
**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Governing Body of the County of Quay, State of New Mexico hereby adopts the **amended** budget hereinabove described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

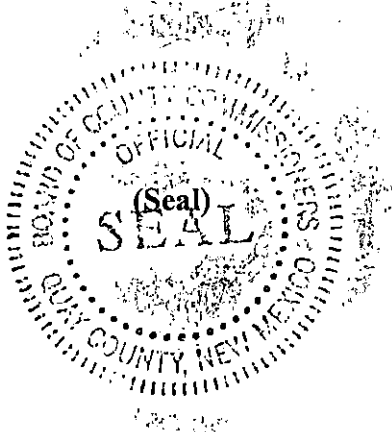
**RESOLVED:** In session this 9<sup>th</sup> day of August, 2021.

**Quay County Board of Commissioners  
Tucumcari, New Mexico**

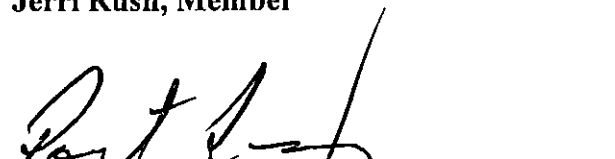
**Attest:**

  
Ellen White, County Clerk

  
Franklin McCasland, Chair



\_\_\_\_\_  
**Jerri Rush, Member**

  
\_\_\_\_\_  
**Robert Lopez, Member**

# State of New Mexico Local Government Budget Management System (LGBMS)

## Budget Recap - Fiscal Year 2021-2022 Quay County - Final - Entity

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Fund	Cash	Investments	Revenues	Transfers	Expenditures	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	1,352,591.00	0.00	4,059,195.00	-1,409,187.00	2,817,067.00	1,185,532.00	704,266.75	481,265.25
20100 Corrections	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20200 Environmental	104,428.00	0.00	30,940.00	0.00	71,200.00	64,168.00	0.00	64,168.00
20300 County Property Valuation	180,835.00	0.00	77,221.00	0.00	63,548.00	194,508.00	0.00	194,508.00
20400 County Road	575,570.00	0.00	1,084,766.00	960,708.00	2,277,830.00	343,214.00	189,819.17	153,394.83
20600 Emergency Medical Services	3,840.00	0.00	12,033.00	0.00	15,872.00	1.00	0.00	1.00
20800 Farm & Range	435.00	0.00	45.00	0.00	250.00	230.00	0.00	230.00
20900 Fire Protection	1,267,330.00	0.00	979,312.00	-184,147.00	1,207,926.00	844,569.00	0.00	844,569.00
21100 Law Enforcement Protection	0.00	0.00	23,600.00	0.00	23,600.00	0.00	0.00	0.00
21800 Intergovernmental Grants	43,335.00	0.00	107,100.00	29,493.00	154,348.00	25,580.00	0.00	25,580.00
22000 Indigent Fund	305,674.00	0.00	267,000.00	-100,000.00	272,500.00	200,174.00	0.00	200,174.00
22100 Hospital Gross Receipts Tax	1,370,998.00	0.00	1,294,092.00	-182,090.00	1,192,800.00	1,290,200.00	0.00	1,290,200.00
22300 DWI Fund	28,545.00	0.00	95,388.00	0.00	95,388.00	28,545.00	0.00	28,545.00
22500 Clerks Recording & Filing Fund	32,778.00	0.00	12,000.00	0.00	29,000.00	15,778.00	0.00	15,778.00
22600 Jail - Detention	139,596.00	0.00	557,500.00	1,000,000.00	1,574,050.00	123,046.00	0.00	123,046.00
22700 County Emergency Communications and Medical & Behavioral Health GRT	387,320.00	0.00	509,556.00	0.00	552,535.00	344,341.00	0.00	344,341.00
29900 Other Special Revenue	418,432.00	0.00	175,740.00	137,090.00	502,909.00	228,353.00	0.00	228,353.00
30200 CDBG (HUD) Project	68,745.00	0.00	0.00	0.00	30,118.00	38,627.00	0.00	38,627.00

30300 State Legislative Appropriation Project	0.00	683,576.00	0.00	683,576.00	0.00	0.00	0.00
30400 Road/Street Projects	3,088,677.00	4,500.00	-300,000.00	2,704,403.00	88,774.00	0.00	88,774.00
39900 Other Capital Projects	2,063,185.00	15,000.00	-350,000.00	255,000.00	1,473,185.00	0.00	1,473,185.00
40400 NMFA Loan Debt Service	3,951.00	260,000.00	398,133.00	658,133.00	3,951.00	0.00	3,951.00
26000 American Rescue Plan Act	801,524.00	0.00	0.00	0.00	801,524.00	0.00	801,524.00
Totals	12,227,789.00	10,248,564.00	0.00	15,182,053.00	7,294,300.00	894,085.92	6,400,214.08

ROUNDED TO NEAREST DOLLAR

(A) PROPERTY TAX CATEGORY	(B) 2020 FINAL VALUATIONS	(C) OPERATING TAX RATE	(D) TOTAL PRODUCTION [B X C]
RESIDENTIAL	87,063,368	0.008446	735,337
NON-RESIDENTIAL	144,447,323	0.010186	1,471,340
OIL & GAS PRODUCTION	1,320,846	0.010350	13,671
OIL & GAS EQUIPMENT	259,747	0.010350	2,688
COPPER			-
		Sub Total	2,223,037
		Collection Rate%	95.84%
		TOTAL PRODUCTION	2,130,558

FOR LOCAL GOVERNMENT USE:

499-00-31520      Reappraisal Fund      74,021

Hospital	401-00-31500	401-00-32100	Reappraisal Fund
	704,747	231,510,691	0.0015
	1,410,133	2,114,880	332,820
	13,102	401-00-32100	0.0015
	2,577	401-00-32150	2,272
			349,637
			95.84%
			335,092

(E) FUND TITLE	(F) FUND NUMBER	(G) UNAUDITED BEGINNING CASH BALANCE @ JULY 1 (NO INVESTMENTS)	(H) BUDGETED REVENUES	(I) BUDGETED TRANSFERS	(J) BUDGETED EXPENDITURES	(K) ESTIMATED ENDING CASH BALANCE	(L) LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	(M) ADJUSTED ENDING CASH BALANCE
GENERAL	401	1,352,592	4,059,195	(1,409,187)	2,817,067	1,185,533	704,267	481,266
ROAD	402	575,570	1,084,766	960,708	2,277,830	343,214	199,819	153,395
Farm & Ranch	403	435	45	0	250	230	0	
	404	0	0	0	0	0	0	
Indigent	406	305,674	267,000	(100,000)	272,500	200,174	0	
Fire I	407	80,834	132,443	(25,177)	93,091	95,009	0	
Fire II	408	63,099	82,743	(22,108)	60,632	63,102	0	
Fire III	409	47,476	83,143	(24,086)	46,850	59,683	0	
Nara Visa Fire	410	149,868	60,031	0	188,851	21,048	0	
Forrest Fire	411	82,658	79,922	(12,594)	50,200	99,786	0	
Jordan Fire	412	171,264	136,648	(22,151)	51,050	234,711	0	
Bard-Endee Fire	413	151,632	186,907	(18,147)	285,750	34,642	0	
EMS	414	3,839	12,033	0	15,872	0	0	
Quay Fire	415	153,741	79,222	(22,144)	55,872	154,947	0	
Forrestry Fire Funds	416	148,794	0	0	148,496	298	0	
Porter Fire	418	314,867	59,031	(12,434)	321,780	39,684	0	
Quay County Emergency Manager	419	43,335	107,100	29,493	154,348	25,580	0	
Quay County Fire Marshall	420	41,890	79,222	(25,306)	53,850	41,956	0	
Detention & Corrections	421	115,529	557,500	1,000,000	1,554,050	118,979	0	
Safety Net Care Pool Fund	430	0	0	137,090	137,090	0	0	
County Emergency Communications	431	387,321	509,556	0	552,535	344,342	0	
Reappraisal 1% (County Prop Val Fund)	499	180,935	77,221	0	63,548	194,508	0	3.5%/Cnly Prop Tax
Hospital	501	1,370,998	1,294,092	(182,090)	1,192,800	1,290,200	0	
Rural Addressing	503	16,746	16,100	0	8,150	24,696	0	
ASAP Enterprises	516	9,583	120	0	4,000	5,703	0	
Page Total		5,768,581	8,984,040	251,867	10,406,462	4,578,026	894,086	634,661
Grand Total		5,768,581	8,984,040	251,867	10,406,462	4,578,026	894,086	634,661



[illegible]

**QUAY COUNTY**  
**FISCAL YEAR: 2021-22**  
**REPORT PERIOD: 07/21**

FUND NUMBER AND TITLE	BEGINNING CASH BALANCE	REVENUES	TRANSFERS	EXPENDITURES	CHANGE IN BALANCE SHEET	ENDING CASH BALANCE
401 GENERAL FUND	1,352,591.59	58,136.50	.00	219,716.20	38,805.39	1,229,817.28
402 ROAD FUND	575,570.07	55,628.14	( 19,148.75)	65,146.85	618.74	547,519.35
403 FARM & RANGE FUND	435.45	.00	.00	.00	.00	435.45
406 HEALTH CARE ASSISTANCE FUND	305,673.55	27,530.33	.00	4,840.47	.00	328,363.41
407 FIRE DISTRICT NO 1 FUND	80,834.28	.00	.00	5,458.52	80.28	75,456.04
408 FIRE DISTRICT NO 2 FUND	63,099.20	.00	.00	3,670.91	3,173.61	62,601.90
409 FIRE DISTRICT NO 3 FUND	47,475.60	.00	.00	148.04	46.23	47,373.79
410 NARA VISA FIRE FUND	149,868.37	.00	.00	218.35	98.56	149,748.58
411 FORREST FIRE FUND	82,658.06	.00	.00	3,656.11	89.15	79,091.10
412 JORDAN FIRE FUND	171,263.62	.00	.00	1,234.13	574.65	170,604.14
413 BARD ENDEE FIRE FUND	151,632.34	.00	.00	501.17	138.64	151,269.81
414 EMERGENCY MEDICAL SERVS FUND	3,839.28	.00	.00	115.62	.00	3,723.66
415 QUAY FIRE DIST FUND	153,740.52	.00	.00	201.77	46.23	153,584.98
416 FORESTRY FIRE FUNDS	148,794.14	1,541.02	.00	648.32	.00	149,686.84
418 PORTER FIRE DEPT.	314,867.37	.00	.00	3,440.41	3,387.36	314,814.32
419 QUAY COUNTY EMERGENCY MANAG	43,335.32	.00	.00	3,348.34	.00	39,986.98
420 QUAY COUNTY FIRE MARSHALL	41,889.68	5.10	.00	339.62	61.47	41,616.63
421 DETENTION CENTER	115,528.70	23,151.31	.00	112,447.66	309.29	26,541.64
431 COUNTY EMERGENCY COMMUNICATI	387,320.93	36,210.53	.00	34,563.84	945.42	389,913.04
499 REAPPRAISAL FUND	180,834.97	2,250.00	.00	2,993.08	.00	180,091.89
501 HOSPITAL FUND	1,370,997.97	87,748.81	.00	2,888.99	.00	1,455,857.79
503 RURAL ADDRESSING FUND	16,746.25	2,250.00	.00	466.17	.00	18,530.08
516 ASAP - OTHER CHARGES	9,583.46	.00	.00	.00	.00	9,583.46
520 TUC. DOMESTIC VIOLENCE PROGRA	4,555.32	365.00	.00	813.26	.00	4,107.06
562 DEBT SERVICE	.00	.00	19,148.75	19,148.75	.00	.00
563 NMFA DEBT RESERVE	3,950.32	.00	.00	.00	.00	3,950.32
610 JUVENILE DET OFFICER FUND	24,067.44	.00	.00	7,660.28	.00	16,407.16
613 PRIMARY CARE CLINIC	145,289.55	8,185.00	.00	8,457.68	272.68	145,289.55
621 CLERK'S EQUIP REC FUND	32,777.84	1,203.00	.00	.00	.00	33,980.84
622 DWI DISTRIBUTION	21,777.66	.00	.00	7,554.09	.00	14,223.57
623 ENVIRONMENTAL GROSS REC FUND	104,427.49	3,108.30	.00	92.54	.00	107,443.25
624 DWI GRANT FUND	6,766.74	.00	.00	.00	.00	6,766.74
628 MISDEMEANOR COURT COMPLIANCE	44,950.65	865.00	.00	50.00	.00	45,765.65
631 DWI PROBATION FEES	21,124.08	178.00	.00	468.73	.00	20,833.35
632 DWI SCREENING FEES	8,860.74	300.00	.00	700.00	.00	8,460.74
634 DWI UA FEES	12,290.05	11.00	.00	.00	.00	12,301.06
639 WILDLIFE SERVICES	6,236.03	.00	.00	5,000.00	.00	1,236.03
649 COUNTY IMPROVEMENTS	4,767,587.66	42,894.34	.00	195,270.94	3,608.80	4,618,819.86
650 ROAD EQUIPMENT FUND	384,273.83	.00	.00	.00	.00	384,273.83
654 AMERICAN RECOVERY FUND	801,524.00	.00	.00	.00	.00	801,524.00
655 CDBG - QUAY COUNTY	38,281.58	.00	.00	.00	.00	38,281.58
656 CDBG PLANNING GRANT	30,463.63	.00	.00	.00	.00	30,463.63
GRAND TOTAL	12,227,785.34	351,559.38	.00	711,260.84	52,256.50	11,920,340.38

STATE OF NEW MEXICO

QUAY COUNTY

The Board of County Commissioners (the "Governing Body") of Quay County, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at 301 S. Third Street, Tucumcari, New Mexico 88401, being the meeting place of the Governing Body for the regular meeting held on August 9, 2021, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present: Chairman Franklin McCasland  
Member, Robert Lopez

\_\_\_\_\_  
\_\_\_\_\_  
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Absent: Member, Jeri Rush

\_\_\_\_\_  
\_\_\_\_\_

Also Present: C. Manager, Daniel Zamora  
C. Clerk, Ellen White  
Atty. Warren Frost.

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



QUAY COUNTY, NEW MEXICO  
RESOLUTION NO. 4

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN QUAY COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$100,000 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING A NEW WILDLAND FIREFIGHTING APPARATUS AND RELATED EQUIPMENT FOR THE BARD-ENDEE VOLUNTEER FIRE DEPARTMENT WITHIN THE GOVERNMENTAL UNIT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

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

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

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

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

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

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

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

WHEREAS, there have been presented to the Governing Body and there presently are on file with the 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 QUAY COUNTY, NEW MEXICO:

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

"Act" means the general laws of the State, Sections 4-62-1 through 4-62-10, NMSA 1978, as amended, Sections 59A-53-1 through 59A-53-19, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

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

“Authorized Officers” means the Chairman, Vice Chairman, Finance Director, County Manager and County Clerk.

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

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

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

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

“District” means the Bard-Endee Volunteer Fire Department within the Governmental Unit.

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

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

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

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

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

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

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

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

“Pledged Revenues” means the State Fire Protection Fund revenues distributed to the Governmental Unit for the District, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made periodically by the State Treasurer pursuant to Section 59A-53-7, NMSA 1978, as amended, in the amount certified by the State Fire Marshal.

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

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

“Resolution” means this Resolution No. 4 adopted by the Governing Body on August 9, 2021, approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

“State” means the State of New Mexico.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public

health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$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; (ii) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

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

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions that are consistent with this Resolution as may be approved by such individual Authorized Officers, and the 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 or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

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

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

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

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

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

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

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

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

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

B.     Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal, interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

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

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

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

Quay 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. 4, duly adopted and approved by the Governing Body of Quay County, New Mexico, on August 9, 2021. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the County Clerk, 301 S. Third Street, Tucumcari, New Mexico 88401.

The title of the Resolution is:

QUAY COUNTY, NEW MEXICO  
RESOLUTION NO. 4

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN QUAY COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$100,000 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING A NEW WILDLAND FIREFIGHTING APPARATUS AND RELATED EQUIPMENT FOR THE BARD-ENDEE VOLUNTEER FIRE DEPARTMENT WITHIN THE GOVERNMENTAL UNIT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE

ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT;  
APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS  
CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT;  
SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING  
ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT  
WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER  
ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF  
THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

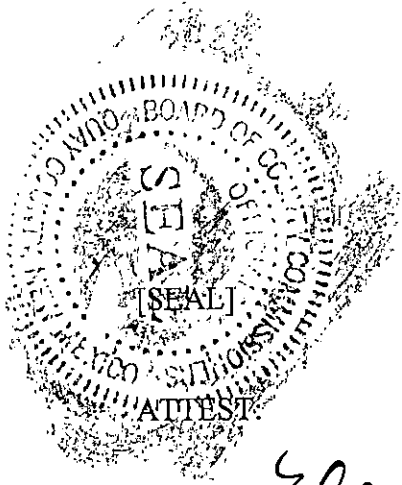
A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS AUGUST 9, 2021.

QUAY COUNTY, NEW MEXICO

By Franklin McCasland  
Franklin McCasland, Chairman of the Board of  
County Commissioners



By Ellen White  
Ellen White, County Clerk

Commissioner Lopez then moved adoption of the foregoing Resolution, duly seconded by Commissioner McCasland.

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

Those Voting Aye: Commissioner Robert Lopez  
Chairman Franklin McCasland

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\_\_\_\_\_  
\_\_\_\_\_

Those Voting Nay: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Those Absent: Commissioner Terri Rush

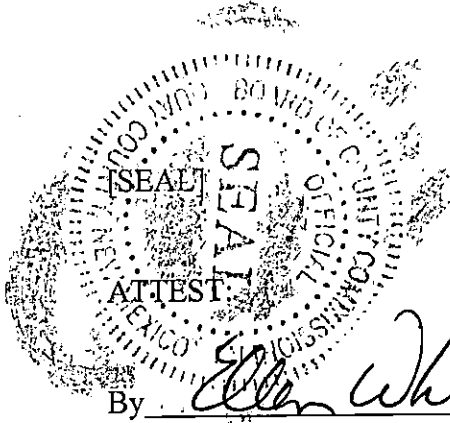
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two (2) members of the Governing Body having voted in favor of said motion, the Chairman declared said motion carried and said Resolution adopted, whereupon the Chairman and the County Clerk signed the Resolution upon the records of the minutes of 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.

QUAY COUNTY, NEW MEXICO

By Franklin McCasland  
Franklin McCasland, Chairman of the Board of  
County Commissioners



By Ellen White  
Ellen White, County Clerk

**EXHIBIT "A"**

Meeting Agenda  
of the August 9, 2021  
Board of County Commissioners Meeting

(See attached)

STATE OF NEW MEXICO

QUAY COUNTY

I, Ellen White, the duly qualified and acting County Clerk of Quay 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 Quay 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 301 S. Third Street, Tucumcari, New Mexico 88401, on August 9, 2021, at the hour of 9:00 a.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.

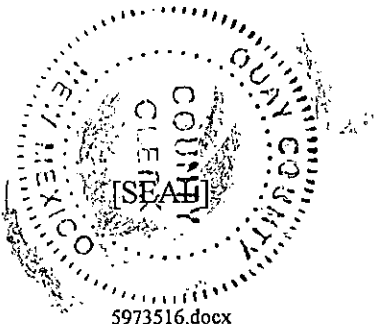
3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 17<sup>th</sup> day of September, 2021.

QUAY COUNTY, NEW MEXICO

By

  
Ellen White, County Clerk



5973516.docx

\$100,000

LOAN AGREEMENT

dated

September 17, 2021

by and between

NEW MEXICO FINANCE AUTHORITY

and the

QUAY 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 September 17, 2021, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and QUAY 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 a wildland firefighting apparatus and related equipment as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

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

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

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

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

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

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

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

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

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

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

## ARTICLE I DEFINITIONS

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

“Act” means the general laws of the State, including Sections 4-62-1 through 4-62-10 and Sections 59A-53-1 through 59A-53-19, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and Intercept Agreement, including the Resolution.

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

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

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

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

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

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

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

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

“District” means the Bard-Endee Volunteer Fire Department within the Governmental Unit.

“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 September 17, 2021, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

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

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

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

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

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

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

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

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

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

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

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

“Pledged Revenues” means revenues distributed to the Governmental Unit for the District 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 the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

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

“Resolution” means the Governmental Unit Resolution No. 4 adopted by the Governing Body on August 9, 2021, 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 Finance Authority.

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

## ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

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

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

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

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

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

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

(f) Acquisition and Completion of Project. The Project will consist of acquiring a new wildland firefighting apparatus and related equipment. The Project will be

acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Project complies with Sections 59A-53-1 through 59A-53-19, 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 interests of the Governmental Unit and its residents.

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

(i) Loan Agreement Term. The weighted average maturity of 7.5739 years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is ten (10) years.

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

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

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

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

(n) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement, including the Resolution shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and

shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

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

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

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

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

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

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



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

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

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

(x) Use of Fire 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 59A-53-7 through 59A-53-10, 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 \$29,035, which is less than eighty percent (80%) of the State median household income of \$48,059.

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

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

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

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

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

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

### ARTICLE III LOAN AGREEMENT TERM

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

### ARTICLE IV LOAN; APPLICATION OF MONEYS

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

(a) To the Trustee, the amount shown on the Term Sheet as the Program Account Deposit shall be deposited in the Governmental Unit's Program Account to be disbursed 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; and

### 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 accounts being held by the Trustee; and (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan

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

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

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

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

(i) Interest Components. Amounts necessary to pay the Interest Components coming due on this Loan Agreement on May 1 and November 1 of each Fiscal Year beginning with the Fiscal Year ending June 30, 2023, 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, 2023, 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 Fire Protection Fund maintained by the State Treasurer for any purpose permitted by law.

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

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

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

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

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

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing 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 financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VI THE PROJECT

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

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

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

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

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

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

## ARTICLE VII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

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



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

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

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

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

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

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

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

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

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

## ARTICLE VIII PREPAYMENT OF LOAN AGREEMENT PAYMENTS

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

Section 8.2    Defeasance. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit's payment obligations hereunder shall be terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Governmental Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which

shall be addressed and delivered to the Finance Authority. Governmental Obligations within the meaning of this Section 8.2, unless otherwise approved by the Finance Authority, shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGs”), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

## ARTICLE IX INDEMNIFICATION

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

## ARTICLE X EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be 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, 301 S. Third Street, Tucumcari, New Mexico 88401, 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 N.E., Suite 500, Albuquerque, New Mexico 87109, Attention: Trust Division. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

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

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

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

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

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

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

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

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

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on June 24, 2021, 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





QUAY COUNTY, NEW MEXICO

By Franklin McCasland  
Franklin McCasland, Chairman of the Board of  
County Commissioners

By Ellen White  
Ellen White, County Clerk

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**EXHIBIT "A"**

**TERM SHEET**

New Mexico Finance Authority Loan No. PPRF-5588

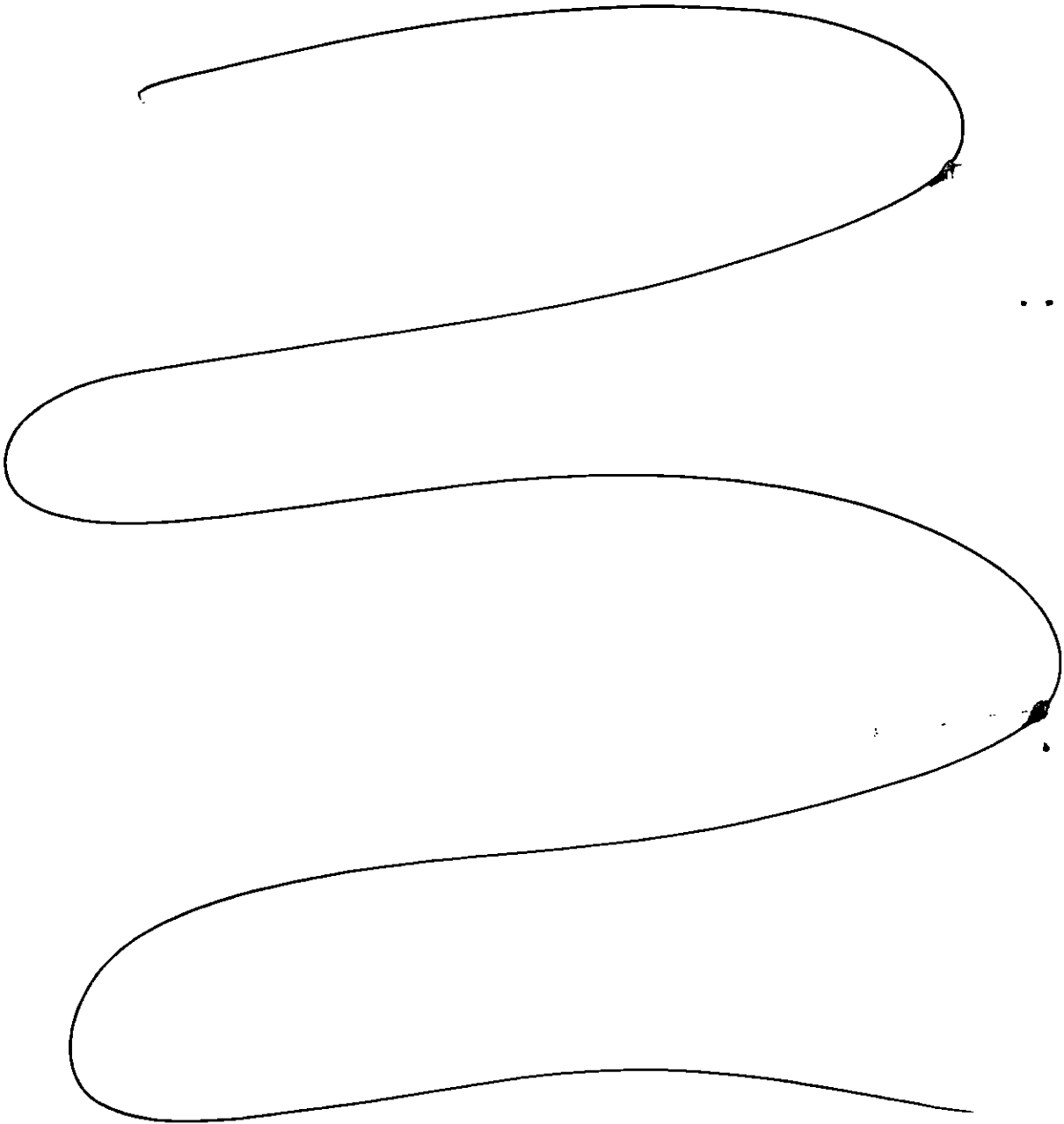
Governmental Unit:	Quay County, New Mexico
Project Description:	Purchase a new wildland firefighting apparatus and related equipment
Loan Agreement Principal Amount:	\$100,000
Disadvantaged Funding Amount:	\$100,000
Pledged Revenues:	The distribution of State Fire Protection Funds to the Governmental Unit made periodically by the State Treasurer pursuant to Section 59A-53-7, NMSA 1978.
Coverage Ratio:	125%
Distributing State Agency:	State Treasurer
Currently Outstanding Parity Obligations:	NMFA Loan No. PPRF-3110; NMFA Loan No. PPRF-4928
Additional Parity Bonds Test:	200%
Authorizing Legislation:	Resolution No. 4 adopted on August 9, 2021
Closing Date:	September 17, 2021
Blended Interest Rate:	0%
Program Account Deposit:	\$100,000
Finance Authority Debt Service Account Deposit:	\$0.00
First Interest Payment Date:	N/A
First Principal Payment Date:	May 1, 2023
Final Payment Date:	May 1, 2032

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

EXHIBIT "B"

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]



## DETAILED BOND DEBT SERVICE

Quay County  
Bard-Endee VFD Fire Equipment

Disadvantaged Component (DISADVANT)

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
05/01/2023	6,371		6,371	6,371
11/01/2023				
05/01/2024	6,371		6,371	6,371
11/01/2024				
05/01/2025	6,370		6,370	6,370
11/01/2025				
05/01/2026	6,371		6,371	6,371
11/01/2026				
05/01/2027	6,371		6,371	6,371
11/01/2027				
05/01/2028	6,371		6,371	6,371
11/01/2028				
05/01/2029	6,371		6,371	6,371
11/01/2029				
05/01/2030	6,370		6,370	6,370
11/01/2030				
05/01/2031	24,517		24,517	24,517
11/01/2031				
05/01/2032	24,517		24,517	24,517
	100,000	0	100,000	100,000

Note: Quay County has an MHI of \$29,035 which constitutes 58.36% of the State MHI.

**EXHIBIT "C"**

**FORM OF REQUISITION**

RE: \$100,000 Loan Agreement by and between Quay 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 - Quay County, New Mexico (2021 Bard-Endee Volunteer Fire Department Fire Equipment Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO. PPRF-5588

CLOSING DATE: September 17, 2021

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 – Quay County, New Mexico (2021 Bard-Endee Volunteer Fire Department Fire Equipment Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and (the) Quay 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, (the) Quay County shall and understands its obligation to complete the acquisition of the Project from other legally available funds.

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

DATED: \_\_\_\_\_

By \_\_\_\_\_  
Authorized Officer

Title \_\_\_\_\_  
(Print Name and Title)

**EXHIBIT "D"**

CERTIFICATE OF COMPLETION

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

TO: New Mexico Finance Authority  
PPRF@nmfa.net

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

LOAN NO.: PPRF-5588

CLOSING DATE: September 17, 2021

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 September 17, 2021, 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 QUAY 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 of a new wildland firefighting apparatus and related equipment for use by the Bard-Endee Volunteer Fire Department within the Governmental Unit; 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 59A-53-7, NMSA 1978, as amended, authorizes the Governmental Unit to direct that for District's distribution of State Fire Protection funds (the "Pledged Revenues") from the State Treasurer (the "Distributing State Agency") be paid to the Finance Authority or its assignee, to secure payments under the Loan Agreement;



NOW THEREFORE, the parties hereto agree:

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

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$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 59A-53-7, 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. 4, passed and adopted on August 9, 2021, 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, 2023.

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]

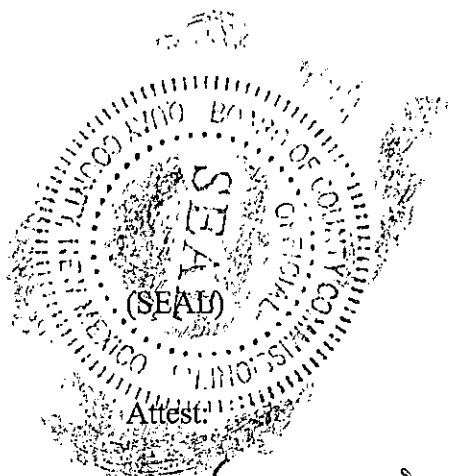
IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

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

QUAY COUNTY, NEW MEXICO

By Franklin McCasland  
Franklin McCasland, Chairman of the Board  
of County Commissioners



By Ellen White  
Ellen White, County Clerk

Acknowledged:

By \_\_\_\_\_  
\_\_\_\_\_, State Fire Marshal

Date \_\_\_\_\_

EXHIBIT "A"

INTERCEPT SCHEDULE  
QUAY COUNTY, NEW MEXICO  
BARD-ENDEE VOLUNTEER FIRE DEPARTMENT

Fiscal Year Ending June 30	Pledged Revenues	Annual Amount
2023	The distribution of State Fire Protection Revenues to Quay County, New Mexico, for the Bard-Endee Volunteer Fire Department pursuant to Section 59A-53-7, NMSA 1978, which distributions are made periodically by the State Treasurer	\$6,371.00
2024		\$6,371.00
2025		\$6,370.00
2026		\$6,371.00
2027		\$6,371.00
2028		\$6,371.00
2029		\$6,371.00
2030		\$6,370.00
2031		\$24,517.00
2032		\$24,517.00

\$100,000  
QUAY COUNTY, NEW MEXICO  
BARD-ENDEE VOLUNTEER FIRE DEPARTMENT  
NEW MEXICO FINANCE AUTHORITY LOAN

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

IT IS HEREBY CERTIFIED by the undersigned, the duly elected and chosen, Chairman, Finance Director, and County Clerk and Attorney for Quay County, New Mexico (the "Governmental Unit"), 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. 4 adopted on August 9, 2021 (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 "Quay County."

2. The Governmental Unit was established in the year 1903, Section 4-20- 1, NMSA 1978, as amended.

3. From at least April 26, 2021 (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:	Franklin McCasland
Commissioners:	Jerri Rush Robert Lopez
County Clerk:	Ellen White
Finance Director:	Cheryl Simpson
County Manager:	Daniel Zamora
Attorney:	Warren Frost

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, Finance Director, County Clerk, 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 in the 301 S. 3<sup>rd</sup> Street, Tucumcari, New Mexico 88401, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Loan Agreement. Open Meetings Act Resolution No. 13, as adopted and approved by the Governing Body on December 14, 2020, establishes notice standards as required by Sections 10-15-1 through 10-15-4, NMSA 1978. Open Meetings Act Resolution No. 13 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement, the Intercept Agreement and the Resolution was taken at meetings held in compliance with Open Meetings Act Resolution No. 13.

22. The *Quay County Sun* 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, Finance Director, and County Clerk, 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]

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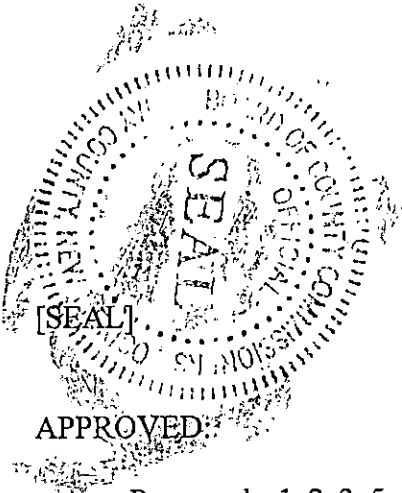
WITNESS our hands and the seal of the Governmental Unit this 17<sup>th</sup> day of September, 2021.

QUAY COUNTY, NEW MEXICO

By Franklin McCasland  
Franklin McCasland, Chairman of the Board of  
County Commissioners

By Ellen White  
Ellen White, County Clerk

By Cheryl Simpson  
Cheryl Simpson, 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.

Warren Frost  
Warren Frost, Attorney for  
Quay County, New Mexico

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

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.

Proceeds in the amount of \$0.00 will be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 of the Loan Agreement.

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

7. Bona Fide Debt Service Fund. Debt service payments on the Loan Agreement will be paid from the Pledged Revenues of the Governmental Unit deposited to the Finance Authority Debt Service Account 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.

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-G 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 7.5739 years of the Loan Agreement does not exceed 120% of the reasonably expected economic life of the Project, which is ten (10) 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 19 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-G, 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;

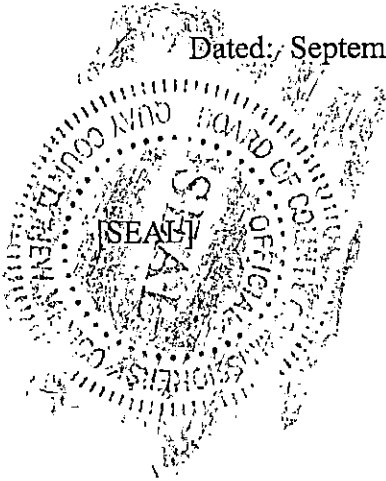
E. Records pertaining to all sources of payment or security for the Loan; and

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: September 17, 2021.



QUAY COUNTY, NEW MEXICO

By Franklin McCasland  
Franklin McCasland, Chairman of the Board of  
County Commissioners

By Ellen White  
Ellen White, County Clerk

By Cheryl Simpson  
Cheryl Simpson, Finance Director

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## EXHIBIT "B"

### NEW MEXICO FINANCE AUTHORITY TAX REPRESENTATIONS CERTIFICATE

The undersigned hereby certifies as follows with respect to the \$100,000 Loan Agreement dated September 17, 2021 (the "Loan") from the New Mexico Finance Authority (the "Finance Authority") to Quay County, New Mexico (the "Governmental Unit");

1. The Finance Authority is making the Loan for its own account (and not on behalf of another) in the principal amount of \$100,000, without accrued interest. The Finance Authority is not acting as an Underwriter with respect to the Loan. The Finance Authority has no present intention to sell, reoffer, or otherwise dispose of the Loan (or any portion of the Loan or any interest in the Loan). The Finance Authority has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Loan and the Finance Authority has not agreed with the Governmental Unit pursuant to a written agreement to sell the Loan to persons other than the Finance Authority, therefore the "issue price" of the Loan is \$100,000.

2. The Arbitrage Yield on the Loan, calculated in accordance with the applicable U.S. Treasury Regulations from interest to be paid on the Loan, is 0.0%.

3. The Weighted Average Maturity of the Loan, calculated in accordance with the applicable U.S. Treasury Regulations, is 7.5739 years.

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

Dated this September 17, 2021.

NEW MEXICO FINANCE AUTHORITY

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

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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

**Part I Reporting Authority**If Amended Return, check here ☐

1 Issuer's name <b>Quay County, New Mexico</b>		2 Issuer's employer identification number (EIN) <b>85-6000238</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) <b>301 S. 3rd Street</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>Tucumcari, New Mexico 88401</b>		7 Date of Issue <b>09/17/2021</b>
8 Name of Issue <b>New Mexico Finance Authority Fire Equipment Loan, PPRF-5588</b>		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Daniel Zamora, County Manager</b>		10b Telephone number of officer or other employee shown on 10a <b>575-461-2112</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 <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>			

**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	05/01/32	\$ 100,000	\$ 100,000	8/5830 years	0 %

**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		
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** *Franklin McCasland* **Date** 09/17/2021 **Franklin McCasland County Comm. Chair**  
Type or print name and title

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

\$100,000  
QUAY COUNTY, NEW MEXICO  
BARD-ENDEE VOLUNTEER FIRE DEPARTMENT  
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO                    )  
  ) ss. PLEDGED REVENUE CERTIFICATE  
QUAY COUNTY                                )

WHEREAS, Quay County, New Mexico (the "Governmental Unit") pursuant to Resolution No. 32 adopted on April 28, 2014 (the "2014 Resolution"), executed and delivered a Loan Agreement, Loan No. PPRF-3110 (the "2014 Loan Agreement") between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of \$60,454. The Loan Agreement is payable from a lien on the State Fire Protection funds (the "Pledged Revenues").

WHEREAS, the Governmental Unit pursuant to Resolution 2018-2019 No. 28 adopted on April 22, 2019 (the "2019 Resolution"), executed and delivered a Loan Agreement, Loan No. PPRF-4928 (the "2019 Loan Agreement") between the Governmental Unit and the Finance Authority, in the aggregate principal amount of \$150,000. The Loan Agreement is payable from a lien on the Pledged Revenues.

WHEREAS, the Governmental Unit, pursuant to Resolution No. 4 adopted on August 9, 2021 (the "2021 Resolution"), intends to execute and deliver on the date hereof its New Mexico Finance Authority Loan Agreement, Loan No. PPRF-5588, in the aggregate principal amount of \$100,000 for the purpose of purchasing a new wildland firefighting apparatus and related equipment (the "2021 Loan Agreement") payable from the Pledged Revenues, as set forth in the 2021 Loan Agreement;

WHEREAS, Section 5.5, the "Additional Parity Obligations" of the 2014 Loan Agreement and the 2019 Loan Agreement provide as follows:

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

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

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

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing two hundred percent (200%) of the combined maximum Aggregate Annual Debt Service Requirements coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

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

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

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

WHEREAS, the principal and interest on the outstanding 2014 Loan Agreement coming due in each Fiscal Year to its last principal payment date is as follows:

**2014 Loan Agreement Debt Service Requirements**

Fiscal Year Ending	Total Payment
2023	\$6,084.22
2024	6,084.16
2025	6,084.08

WHEREAS, the principal and interest on the outstanding 2019 Loan Agreement coming due in each Fiscal Year to its last principal payment date is as follows:

**2019 Loan Agreement Debt Service Requirements**

Fiscal Year Ending	Total Payment
2023	\$12,061.30
2024	12,061.36
2025	12,062.42
2026	18,146.46

2027	18,146.40
2028	18,146.34
2029	18,146.24
2030	18,146.12

WHEREAS, the principal and interest on the 2021 Loan Agreement coming due in each Fiscal Year to its last principal date is as follows:

**2021 Loan Agreement Debt Service Requirements**

Fiscal Year Ending	Principal	Interest	Total Payment
2023	\$6,371.00	\$0.00	\$6,371.00
2024	6,371.00	0.00	6,371.00
2025	6,370.00	0.00	6,370.00
2026	6,371.00	0.00	6,371.00
2027	6,371.00	0.00	6,371.00
2028	6,371.00	0.00	6,371.00
2029	6,371.00	0.00	6,371.00
2030	6,370.00	0.00	6,370.00
2031	24,517.00	0.00	24,517.00
2032	24,517.00	0.00	24,517.00

NOW THEREFORE, the undersigned do hereby certify as follows:

1. We are familiar with the provisions of the 2014 Resolution authorizing the execution and delivery of the 2014 Loan Agreement, the provisions of the 2019 Resolution authorizing the execution and delivery of the 2019 Loan Agreement, and the 2021 Resolution authorizing the execution and delivery of the 2021 Loan Agreement and with the provisions of the 2014 Loan Agreement, the 2019 Loan Agreement and the 2021 Loan Agreement.

2. We are familiar with the books, accounts and funds of the Governmental Unit pertaining to the Pledged Revenues.

3. Except as stated in the preambles to this Certificate, the Pledged Revenues have not been pledged or hypothecated to the payment of any outstanding parity lien obligations and no other outstanding obligations are payable from the Pledged Revenues.

4. The Governmental Unit is not, and has not been in default as to making any payments on the 2014 Loan Agreement or the 2019 Loan Agreement, nor under any of the covenants or requirements of the 2014 Loan Agreement or the 2019 Loan Agreement.

5. The 2021 Loan Agreement is payable from the Pledged Revenues and will constitute a lien upon the Pledged Revenues on a parity with the lien of the outstanding 2014 Loan Agreement and the 2019 Loan Agreement.

6. The fiscal year immediately preceding the date of the 2021 Loan Agreement is the period commencing on July 1, 2020 and ending in June 30, 2021.

7. The Pledged Revenues for the fiscal year ended 2021 are fairly stated at \$123,338.

8. The combined maximum Aggregate Annual Debt Service Requirements on the 2014 Loan Agreement, the 2019 Loan Agreement and the 2021 Loan Agreement for the parity bond test set out in the preambles of this Certificate occurs in Fiscal Year 2026 and is \$24,517.46. Two hundred percent (200%) of such amount is \$49,034.92.

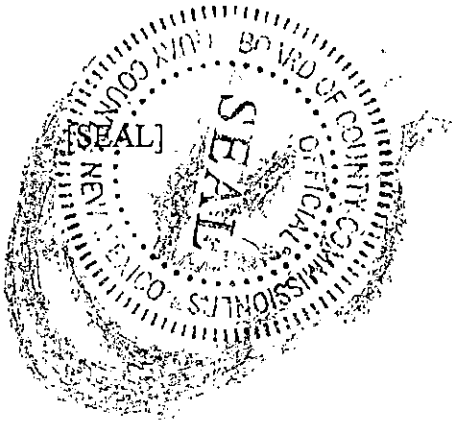
9. The Pledged Revenues of \$123,338 (i.e., paragraph 7 above) for the fiscal year immediately preceding the date of the execution and delivery of the 2021 Loan Agreement were sufficient to pay an amount representing 200% of the combined maximum Aggregate Annual Debt Service Requirements of \$49,034.92 on the 2014 Loan Agreement, the 2019 Loan Agreement and the 2021 Loan Agreement.

10. This certificate is for the benefit of each holder from time to time of the 2021 Loan Agreement and for the benefit of bond counsel in rendering opinions to the effect that the 2021 Loan Agreement is secured by a lien pledge on the Pledged Revenues on a parity with the 2014 Loan Agreement and the 2019 Loan Agreement.

(Signature Page Follows)

WITNESS our hands this 17<sup>th</sup> day of September, 2021.

QUAY COUNTY, NEW MEXICO



By Franklin McCasland  
Franklin McCasland, Chairman of the Board of  
County Commissioners

By Ellen White  
Ellen White, County Clerk

By Cheryl Simpson  
Cheryl Simpson, Finance Director

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\$100,000  
QUAY COUNTY, NEW MEXICO  
BARD-ENDEE VOLUNTEER FIRE DEPARTMENT  
NEW MEXICO FINANCE AUTHORITY LOAN

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

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Chairman, Finance Director, and County Clerk of Quay 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. 4 (the "Resolution") adopted on August 9, 2021 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 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:

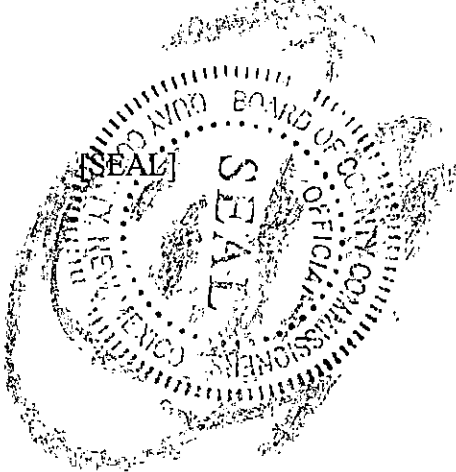
Governmental Unit's	
Account in the Program Fund:	<u>\$100,000</u>

Total:	\$100,000
--------	-----------

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 September 17, 2021.



QUAY COUNTY, NEW MEXICO

By Franklin McCasland  
Franklin McCasland, Chairman of the Board of  
County Commissioners

By Ellen White  
Ellen White, County Clerk

By Cheryl Simpson  
Cheryl Simpson, Finance Director

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

NEW MEXICO FINANCE AUTHORITY

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