CHAVES COUNTY BOARD OF COMMISSIONERS REGULAR BUSINESS MEETING

March 21, 2013 -9:00 a.m.

Chaves County Administrative Center – Joseph R. Skeen Building Commission Chambers - #1 St. Mary's Place

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DETERMINATION OF QUORUM

APPROVAL OF MINUTES: FEBRUARY 21, 2013

PRESENTATION: CHARLOTTE ANDRADE, COMMUNITY DEVELOPMENT

DIRECTOR AND DWI COORDINATOR

AGENDA ITEMS

A. AGREEMENTS AND RESOLUTIONS

- 1. Amendment #1 to Agreement A-13-002 between Chaves County and the New Mexico, Children, Youth and Families Department
- Resolution R-13-012-Authorizing and Approving Submission of a Completed Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for the Sierra Volunteer Fire Department
- 3. Resolution R-13-014-Budget Increase to Fiscal Year 2012/2013 Final Budget for Other Grants and Contracts
- 4. Resolution R-13-015-2013 Certified Mileage
- 5. Resolution R-13-016-Declaring the Intent to Consider an Ordinance Authorizing the Execution and Delivery of Loan Agreement A-13-004 and Intercept Agreement A-13-005 between the County and NMFA in the amount of \$5,602,241.00

B. OTHER BUSINESS

- 6. Law Enforcement Protection Fund
- 7. 2012 PERA Annual Reports for the Chaves County Volunteer Fire Departments
- 8. Out of State Travel-Chaves County Detention Center
- 9. Out of State Travel-IT Department
- 10. Presentation of Fiscal Year 2011/2012 Audit

APPROVAL OF CHECKS

APPROVAL OF REPORTS

UNSCHEDULED COMMUNICATIONS LIMITED TO FIVE MINUTES PER VISITOR NO FORMAL ACTION TAKEN BY COMMISSION

- COUNTY MANAGERS' COMMUNICATIONS
- COMMISSIONER'S COMMUNICATIONS
- CLOSED SESSION: PURSUANT TO SECTION 10-15-1(H)(7) DISCUSS THREATENED OR PENDING LITIGATION
- SIGNATURE OF DOCUMENTS
- ADJOURNMENT

If you are an individual with a disability who is in need of a reader, qualified sign language interpreter, or any form of auxiliary aid or service to attend or participate in the hearing of a meeting, please contact the County Commissioner's office at 575-624-6600. This should be done at least one week prior to the meeting. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the County Commissioner's office if a summary or other type of accessible format is needed.

AGENDA ITEM: 1

Amendment #1 to Agreement A-13-002 between Chaves County and the NM Children, Youth and Families Department

MEETING DATE: 03/21/13

Title:

STAFF SUMMARY REPORT

Action Requested by:	Charlotte Andrade, Community Development Division
Action Requested:	Approval of Amendment #1 to Agreement A-13-002
Item Summary:	
Drinking (EUDL) Grant Pr Department. The program	ed additional funding under the Federal Enforcement of Underage rogram administered by the NM Children, Youth and Families is aimed at reducing the availability and use of alcohol by youth and of the dangers associated with underage drinking.
The purpose of the amendr	ment will be to:
\$19,000.00 for a notation and 2. Revise Attachment	2-Budget to increase compensation for Fiscal Year 2013 by ew contract total of \$32,000.00. 2 - Budget to reflect additional services. 1 - Statement of Work to provide additional services. 1 the same.
Staff recommends approva	al.
SUPPORT DOCUMENT	TS: Amendment #1 to Agreement A-13-002
Summary by: Cha	rlotte Andrade

Community Development Director

AMENDMENT NUMBER ONE (1) AGREEMENT

This is the second Amendment to Agreement No. 13-690-15736 between the State of New Mexico Children, Youth and Families Department, hereinafter referred to as the "Agency" and **Chaves County**, a government entity, hereinafter referred to as the "Contractor."

PURPOSE OF AMENDMENT

- 1. Revise Attachment 2-Budget to increase compensation for Fiscal Year 2013 by \$19,000.00 for new Contact total of \$32,000.00.
- 2. Revise Attachment 2 Budget to reflect additional services.
- 3. Revise Attachment 1 Statement of Work to provide additional services.

CHANGES TO AGREEMENT

Effective upon approval by both parties, the Agreement is amended as follows:

II. Statement of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "First Revised Attachment 1 – Statement of Work" and incorporated herein by reference, unless amended or terminated pursuant to Article VI, <u>infra.</u> In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Statement of Work.

III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed thirty two thousand dollars (\$32,000.00). The annual budget is attached hereto as "First Revised Attachment 2 - Budget" and incorporated herein by reference.

First Revised Attachment 1 – Statement of Work and First Revised Attachment 2 – Budget are attached and incorporated into the Contract Amendment.

All remaining sections and exhibits in Contract No. 13-690-15736 shall remain in effect and are not altered by this Amendment.

Chaves County Agreement #A-13-002 Agreement No. 13-690-15736-1

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

	Date:
Authorized Signatory	
Printed Title of Authorized Signatory	
	Date:
Legal Counsel, Contractor	
Agency	
	Date:
Secretary or Designee, Agency	
Approved as to legal form and sufficiency.	
	Date:
Office of General Counsel, Agency	

<u>First Revised Attachment 1 – Statement of Work</u> Chaves County

The following language shall be included under Goal, Contractor Shall sections D and E on page 7:

d.

- i. Purchase "Protecting You, Protecting Me" Training curriculum and materials to be used for educational purposes to students.
- e. Purchase simulators that will be available to law enforcement officers, and civic clubs as a means of education for youth and the community to the many tragedies caused by drinking and driving.
 - Will be used at all eight county high schools, middle schools, Job Corps, Youth Challenge and Eastern New Mexico University-Roswell, the Eastern New Mexico Fair held in Roswell, NM Health Fairs, Red Ribbon events, Boys and Girls Club of Roswell, Every 15 Minutes Programs, and Proms and Project Graduations.

First Revised Attachment 2 – Budget Chaves County

LINE ITEM	AMOUNT
Simulator	\$ 10,000.00
Media Campaign	\$ 2,000.00
Educational Supplies	\$ 6,800.00
Brochures/Posters	\$ 2,200.00
Training	\$ 7,000.00
Advertising	\$ 4,000.00

Total \$32,000.00

(Current contract is being amended for FY13 from \$13,000.00+\$19,000.00 for a total of \$32,000.00)

The total amount of this contract shall not exceed \$32,000.00, including gross receipts tax.

Contractor agrees that expenditures will not deviate from the allowable project budget without prior written approval from the designated Agency program manager.

The Contractor must provide supporting documentation for each expenditure on its line item budget and attach to the monthly invoice.

Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the contract budgets of contractors who are not generating services sufficient to utilize the entire budget by the end of the contract period. The Agency retains the sole discretion to reallocate the resulting funds to contractors who are able to provide additional units within the contract period.

*Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

Grant Amount: \$32,000

Grant Name: OJJDP Enforcing the Underage Drinking Laws Block Grant

Grant Number: 2010-AH-FX-0103

Grant CFDA Number: 16.727 Grant Year: 2010

AGENDA ITEM:	Resolution R-13-012 Authorizing and Approving Submission of a Completed Application For Financial Assistance and Project Approval to the New Mexico Finance Authority for the Sierra Volunteer Fire Department
MEETING DATE:	03/21/13 STAFF SUMMARY REPORT
<u></u>	STAFF SUMMART REFORT
Action Requested by:	Charlotte Andrade, Community Development
Action Requested:	Approval of Resolution R-13-012
Item Summary:	
Volunteer Fire Departr	vill authorize the submission of a completed loan application for the Sierra ment. The loan amount requested will be \$615,000, with the proceeds on of Sierra Fire Station #4, a well and water storage tank with a 250/gpm
•	artment's fund balance has been conducted and the impending debt service hin an allowable debt/revenue ratio.
	tained the required authorization from the State Fire Marshal's Division to it with NMFA for the commitment of fire protection fund monies.
SUPPORT DOCUM	ENTS: Resolution R-13-012
	Charlotte Andrade
Title:	Community Development Director

RESOLUTION NO. R-13-012

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

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

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

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of Sierra Fire Station Main Station #4 ("Project") for the benefit of the Governmental unit and its citizens; and

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

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

- Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.
- Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.
- Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

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

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

PASSES APPROVED AND ADOPTED this 21st day of March, 2013.

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	Ву	
	<i>D</i> , _	Greg Nibert, Chairman of the Board of County Commissioners
Seal)		
ATTEST:		
Pave Kunko County Clerk		



App. #:	-PP
FA assigned:	
Legislative	
Legislative Authorization	

PUBLIC PROJECT REVOLVING FUND BUILDING APPLICATION

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

						Appl	lication	Date:	
Applican	t/Entity:	Chaves C	Chaves County						
Address:		#1 St. Ma	Mary's Place, Roswell, NM 88203						
County		Chaves	Census Tract:						
Federal Employer Identification Number (EIN) as issued by the IRS: 85-6000206					206				
Legislative District: Senate:						House:			
Phone:	575-624-6600	Fax:	575-624-	575-624-6631 Email Add					
Individual Completing Application: Charlotte Andrade, Community Development Director									
Address: #1 St. Mary's Place, Roswell, NM 88203									
Phone:	575-624-6559	Fax:	575-624-6	575-624-6576 Email Address: ccgrants@cco.chaves.nm.us				.chaves.nm.us	

B. CONSULTING PROFESSIONALS (Bond/Legal Counsel, Architect, Engineer, etc.), if available:

Firm:		Occam Consulting Engineers, Inc.					
Contact:		Thomas	s E. Dick, PE,				
Address		200 East Fourth, Suite 100, Roswell, NM 88201					
Phone:	575-623-8402	Fax:	575-627-6577	Email Address:	tdick@occam.pro		

C. PRIMARY CONTACT PERSON:

Name:		Charlotte Andrade					
Contact:		Chaves	County / Community	Development Directo	r		
Address		#1 St. N	Mary's Place, Roswel	l, NM 88203			
Phone:	575-624-6559	Fax:	575-624-6576	Email Address:	ccgrants@co.chaves.nm.us		

II. PROJECT SUMMARY

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

The requested loan proceeds will be used to construct a fire station for the Sierra Volunteer Fire Department. The project will also include costs for drilling a well and installing water storage tanks with pumps for increasing water availability for fire suppression.

2. Proposed Project Start Date:	June 2013	Proposed Project Completion Date:	June 2014
When do you need NMFA fur	ıds available?	June 2013	

- 3. How will the ongoing maintenance, operation, and replacement of this project be funded?

 On-going maintenance and operation of the constructed facility will be budgeted under Sierra's annual operating budget based on the district's annual Fire Protection Fund distribution.
- 4. Provide a detailed drawdown schedule for project payments. The schedule may reflect monthly or quarterly payments.

B. Total Project Cost & Sources of Funds Detail.

Construction Activities	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
Planning and Design	\$ 35,000.00	\$	<u> </u>	\$ 35,000.00
Construction	\$465,000.00	\$	\$	\$465,000.00
Equipment	\$115,000.00	\$	\$	\$115,000.00
Infrastructure Activities				
Facility Acquisition	\$	\$	\$	\$ 0.00
Land Acquisition	\$	\$	\$	\$ 0.00
Utilities (Electric, Gas, Water, etc.)	\$	\$	\$	\$ 0.00
Engineering and Architectural	\$	\$	\$	\$ 0.00
Contingencies	\$	\$	\$	\$ 0.00
Project Administration/Legal Fees	\$	\$	\$	\$ 0.00
Other	\$	<u> </u>	\$	\$ 0.00
Total Cost:	\$615,00 0.00	\$ 0.00	\$ 0.00	\$615,000.00

^{*}Specify any other public funds, and amounts and terms of these funds, i.e. FmHA, CDBG, EPA, etc.

Source	Amount	Terms / # of Years
	\$	
	\$	

					-	
		\$				
Total:		\$ 0.00				
C.	Attach a letter verifying that being approved for this proje Will this project require righ	· · · · · · · · · · · · · · · · · · ·	rce has t			n the process of
	If yes, specify any right-of-w project.	ay needs, and whether acquisi	tion may	or may not	delay beg	inning of
D.	Who will hold title to the lan	d where the project is to be lo	cated?	Chaves Co	unty	
	If this is land owned by the E attach lease agreements.	Bureau of Land Management, S (If there is no clear title, attac				
E.	Does this project require a Jo	oint Powers Agreement (JPA)?	•	Yes 🗌	No ☑	
	If yes, provide a copy of atta	ch) the JPA, which should inc	lude a li	st of the cur	rent meml	bership
		III. FINANCING				
A.	for this type of project) Municipal Local Opti County Option GRT Other Tax-Based Rev State-Shared GRT Law Enforcement Fur Fire Protection Funds Net System Revenues Other Revenue: 2. Is there an alternative revenue primary pledged revenue	on GRT – please specify: – please specify: renue: nds s: — enue source available to pledg s unavailable or insufficient?	e to pay	debt service		ent that the
_	3. Preferred financing term:			(1)0 V		NI - [7]
В.	is any debt being repaid from	the revenue source(s) referen	ced in A	(1)? Yes	s 📙	No ☑
		n documents and payment so es that would be used to repa			ting debt	service being
	<u>IV</u>	. READINESS TO PROCE	ED ITE	<u>MS</u>		

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

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☑ Equipment cost breakdown (if app	licable)
☑ Three most recently completed fise	cal year audit reports
Current unaudited financials	
Current fiscal year budget	
☑ Verification of ownership of land was a second of the second of t	where project will be located
☑ Documentation that each non-NM being approved (if applicable)	FA project funding source has been approved, or is in the process of
☐ Joint Powers Agreement (if application)	able
B. In addition, complete the following be required prior to disbursement of	g information, using additional paper as necessary. These items will f NMFA proceeds:
☑ Provide a detailed drawdown sched	dule for project payments
☑ Final technical information for the	project, stamped and approved by a registered engineer
• • •	tifiable by either an engineer or architect
☑ Area map, site map, and floor map	
☑ Verification of ownership of land	• •
☑ Documentation that each Non-NM being approved (if applicable)	IFA project funding source has been approved, or is in the process of
<u> </u>	right-of-way acquisition (if applicable)
Explanation of land ownership arr	
• •	ses necessary to complete this project. Detail the status of each item, impleting incomplete permits and licenses. Also provide a copy of all
Is there litigation pending which w	yould have a bearing on this project or applicant? Yes ☐ No ☑
If yes, provide a complete summary of	f all circumstances relating to such litigation.
☐ Indicate the regular meeting dat be held at 9:00 am on the third T	tes for your authorizing body: <u>All Commission meetings will</u> <u>Thursday of each month.</u>
<u>v</u>	. CERTIFICATION
I certify that:	
	ncur the debt described in this application and, upon or the repayment of any NMFA loans and/or bonds.
We will comply with all applicable sta	ate and federal regulations and requirements.
	mation contained in this application is valid and accurate and the a uthorized by the governing body of the undersigned
Signature:	Title: Commission Chairman

Revised 01/19/07 Page 4 of 4

	(highest elected official)		
Jurisdiction:	Chaves County		
Print Name:	Greg Nibert	Date:	
Signature:		Date:	

Finance Officer/Director:

Revised 01/19/07 Page 5 of 4

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 JASON MARKS

DISTRICT 2 PATRICK H. LYONS, CHAIRMAN DISTRICT 3 JEROME D. BLOCK, VICE CHAIRMAN

DISTRICT 4 THERESA BECENTI-AGUILAR

DISTRICT 5 BEN L. HALL

CHIEF OF STAFF Michael A. Rivera

January 13, 2011

Chief Don Ford Sierra Fire District 615 S. Brown Road Roswell, New Mexico 88203

Chief Ford,

Based on the information gathered during a feasibility inspection conducted by Ronnie Baca and Rudy Padilla, of this Office, please be advised that your request is within the parameters of the Fire Protection Fund Act 59A-53. The use of the Fire Protection Fund is allowable provided that Chavez County holds the deed to the property of which the station is to be constructed.

If you anticipate a loan, I recommend that you contact the New Mexico Finance Authority {NMFA} at 505-984-1454 for financing of the project, as a loan through NMFA will be at minimal interest. This letter shall serve as authorization for you to enter into an agreement with NMFA for the commitment of fire protection fund monies. The Sierra Fire District is currently funded for three main stations with an Insurance Service Office (ISO) rating of a 7 totaling a minimum annual distribution of \$166.503.00.

For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

If you have questions concerning any of the foregoing, please feel free to contact me.

Sincerely,

Vernon Muller
Deputy Fire Marshal
Fire Service Support Bureau

xc: Georgiana Hunt, Fire Administrator Board of County Commissioners

File

1 888 4 ASK PRC www.nmprc.state.nm.us



P.O. Box 1269 1120 Paseo de Peralta Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION John Standefer, State Fire Marshal Room 413 800-244-6702 (In-state only) (505) 476-0066

Fax: (505) 476-0100



agenda item: 3	Resolution R-13-014 Budget Increase to FY 12/13 Final Budget for Other Grants & Contracts				
MEETING DATE: 03/21	/13 STAFF SUMMARY REPORT				
Action Requested by: Action Requested:					
grant award received from the	Resolution R-13-014 reflects a budget increase to FY 12/13 Final Budget for an amendment to a grant award received from the NM Children, Youth & Families Department under the Federal Enforcement of Underage Drinking (EUDL) Grant Program.				
SUPPORT DOCUMENTS	Resolution R-13-014				

Title:

Summary by:

Community Development Director

Charlotte Andrade

RESOLUTION R-13-014 BUDGET INCREASE TO FY 12-13 FINAL BUDGET FOR SPECIAL GRANTS & CONTRACTS

WHEREAS, at a regularly scheduled meeting of the Board of Chaves County Commissioners held on March 21, 2013, the following was among the proceedings:

WHEREAS, Chaves County received an amendment to Agreement #A-13-002 from the NM Children, Youth and Families Department.

WHEREAS, the Board of Chaves County Commissioners deems it necessary to adjust the FY 12-13 Final Budget as designated in Exhibit A, attached.

NOW, THEREFORE, BE IT RESOLVED, that the Finance Department will submit the appropriate budgets to DFA – Local Government Division for review and approval.

BE IT FURTHER RESOLVED, that after approval from DFA – Local Government Division, that these budget adjustments be done.

Done at Roswell, County of Chaves, New Mexico this 21st day of March 2013.

BOARD OF CHAVES COUNTY COMMISSIONERS:

·	Greg Nibert, Chairman
	James W. Duffey, Vice-Chairman
ATTEST:	Kim Chesser, Member
Dave Kunko County Clerk	Robert Corn, Member
	Kyle D. "Smiley" Wooton, Member

Page 2 Resolution R-13-014

EXHIBIT 'A'

REVENUES:

Enforcing Underage Drinking Laws (EUDL)

631-4-402-646-685 Increase \$ 32,000.00

EXPENDITURES:

631 - Other Grants & Contracts

EUDL

Training

631-8-886-224-000 Increase \$ 7,000.00

631- Other Grants & Contracts

EUDL

Non-Expendable Supplies

631-8-886-231-000 Increase \$10,000.00

631 - Other Grants & Contracts

EUDL

Printing/Publishing

631-8-886-252-000 Increase \$ 2,000.00

AGENDA ITEM: 4	Resolution R-13-015-Certification of Miles
MEETING DATE : March 21, 2	2013
S	TAFF SUMMARY REPORT
ACTION REQUESTED BY:	Public Services Director
ACTION REQUESTED:	Approve Resolution
ITEM SUMMARY:	
total number of certified miles to for the purpose of funding to cour	5-6-23 NMSA, Chaves County is required to report annually a the Secretary of Highway and Transportation. This report is nties for road maintenance purposes. The reported mileage for nount will be provided before meeting)
Starr recommends approva	.1.
SUPPORT DOCUMENTS: Res	solution R-13-015
SUMMARY BY: Sonny Char	ncey

TITLE:

Public Services Director

RESOLUTION R-13-015 CERTIFICATION OF 2013 ANNUAL COUNTY ROAD MILEAGE REPORT

WHEREAS, the Board of Chaves County Commissioners are required by Section 66-6-23 NMSA as amended to date (being Laws 1987, Chapter 347, Section 22) to submit by April 1, of every year a certified total mileage of public roads maintained by the County; and

WHEREAS, the certified miles are to be sent to the Secretary of the New Mexico Department of Transportation; and

WHEREAS, the total certified miles are to be identified by name, route, and location on a map to accompany the certification,

THEREFORE BE IT RESOLVED that the Chaves County Commission certifies a total of _____ miles of maintained county roads for the purpose of reporting the yearly (2002) requirement of Section 66-6-23 NMSA 1990.

BE IT HEREBY CERTIFIED that the requirements of Section 10-15-1 (c) NMSA concerning notice, public hearings and necessary conditions have been met.

Passed, approved, adopted and signed this 21st day of March, 2013.

BOARD OF CHAVES COUNTY COMMISSIONERS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:			
AND LEGAL SUFFICIENCY.	Greg Nibert, Chairman		
Stanton L. Riggs			
County Attorney	James W. Duffey, Vice-Chairman		
	Kim Chesser, Member		
ATTEST:			
	Kyle D. "Smiley" Wooton, Member		
Dave Kunko County Clerk			
County Clork	Robert Corn, Member		

AGENDA ITEM: 5

Resolution R-13-016 Declaring the Intent to Consider an Ordinance Authorizing the Execution and Delivery of Loan Agreement A-13-004 and Intercept Agreement A-13-005 Between the County and NMFA in the Amount of \$5,602,241.

MEETING DATE: March 21, 2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY: C

County Manager

ACTION REQUESTED:

Approve Resolution

ITEM SUMMARY:

Resolution R-13-016 declares the intent for the Board of County Commissioners to consider an Ordinance at its April 18, 2013 meeting, authorizing the execution and delivery of Loan Agreement A-13-004 and Intercept Agreement A-13-005 between Chaves County and the New Mexico Finance Authority in the amount of \$5,602,241.00 for the renovation and expansion of the Chaves County Detention Centers. This loan will be repaid from the distributions of the one-eighth of one percent (1/8 of 1%) of the County Correctional Facility Gross Receipts Tax.

Staff recommends approval of Resolution R-13-016.

SUPPORT DOCUMENTS: Resolution R-13-016

Agreement A-13-004 (Draft) Agreement A-13-005 (Draft)

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

AGENDA ITEM		
MEETING DATE: 03/21/13 Law Enforcement Protection Fund		
STAFF SUMMARY REPORT		
ACTION REQUESTED BY: Sheriff James R. 'Rob' Coon		
ACTION REQUESTED: Approval of Application		
ITEM SUMMARY:		
Through the Law Enforcement Protection Fund, the Chaves County Sheriff's Office is eligible for a total of \$42,200.00 for fiscal year 2013-2014. This money will be used to purchase and/or fund the following:		
Purchase of law enforcement apparatus and equipment including: Ammunition (.45 ACP, .223, 12 gauge, beanbags), targets, CD-Rs, portable radio batteries, batteries, pepper spray, graphics for new patrol units, guns, gunlocks, flashlights, portable radios, mobile radios, crime scene equipment, PA systems, sirens, protective screens, firearms, light bars, computers, Tough Pads and docking stations.		
\$26,200.00		
Expenses associated with advanced training Cost of registration, travel and per diem for deputies to attend required advanced training.		
\$16,000.00		
Total: \$42,200.00		
SUPPORT DOCUMENTS: Law Enforcement Protection Fund Application		
SUMMARY BY: _Susan Goldstrom		
TITLE: Sheriff's Administrator		

APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS FOR CLASS 1 MUNICIPALITIES AND COUNTIES PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978 FOR THE JULY 1, 2013 - JUNE 30, 2014 FISCAL YEAR

I.	Municipality or County:	Chaves County	
II.	Computation of Proposed	Distribution:	
	A. Class 1 (Population po	er 2010 Census = 0 to 20,000)	\$20,000
	B. Total Number of Full- or Sheriff Deputies (Time Certified Police Officers †) multiplied by \$600:	
		37X \$600 =	<u>\$22,200</u>
	Academy pursuant to Se Officer pursuant to Secti	nust be certified by the New Mexico Law Enforcement ection 29-7-8 NMSA or authorized as a New Mexico peace on 29-1-11 NMSA. Certification status must be current aw Enforcement Academy.	
	C. Total Proposed Distrib	oution** (A + B)	<u>\$42,200</u>
III.		ne Law Enforcement Protection Fund must be 29-13-7 NMSA 1978. Please itemize the prop	
A.	(itemized schedule, page minimum nationally reco maintenance on vehicles and p	v enforcement apparatus and equipment 3, must be completed)¹ which meet gnized standards. (Please Note: regular solice equipment; office furniture and supplies; or swable expenses) Rule 2 NMAC 110.3	\$26,200.00
B.	Expenses associated with training.	advanced law enforcement planning and	\$16,000.00
C.	Complying with match or of federal funds relating to cr i	contribution requirements for the receipt of iminal justice programs.	
D.		t (50%) of the replacement salaries of law ticipating in basic law enforcement training.	
E.	New Mexico Finance Author	ority Intercept Agreement.	
F.	TOTAL ESTIMATED EXP (must equal total distribution		\$42,200.00
** IV.	CERTIFICATION: Under population, the information contains	Section III must equal the amount of Total Proposed Dist enalty of law, we hereby certify that to the bes ained in this application is correct, and that a d monies will be made in accordance with Section 2 NMAC 110.3.	st of our knowledge and all expenditures of Law
	Mayor/ Chairman	Police Chief or Sheriff	Date

1

¹Pertains only to municipalities with a population of 1500 or less and universities.

Municipality/County:	Chaves County

Contact Person: James R. Coon
Phone Number: 575-624-6500

APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS FOR MUNICIPALITIES AND COUNTIES PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978 FOR THE JULY 1, 2013 - JUNE 30, 2014 FISCAL YEAR

SUPPLEMENTAL SCHEDULE

<u>Instructions:</u> List the name, certificate number and date of certification of all full-time police officers and sheriff deputies certified by the New Mexico Law Enforcement Academy pursuant to Section 29-7-8 NMSA 1978 or authorized to act as a New Mexico peace officer pursuant to Section 29-1-11 NMSA 1978. Please photocopy this form if additional space is needed.

	Name of Full-Time Certified Police Officers and Sheriff Deputies	Certificate Number	Cert. Date
1	Abernathy, Rachelle	07-0028-P	052507
2	Baker, Max Shane	79-0041-P	033079
3	Beagles-Clark, Amanda R.	09-0018-P	021009
4	Clark, Todd C.	91-0130-P	060791
5	Coon, James R.	NM SP	112373
6	Daleske, William F.	96-0237-P	092496
7	Davis, John Wayne	76-1217-P	121776
8	Dixon, Barry	98-0218-P	081898
9	Flores, Jerry G.	00-0042-P	042600
10	Furbee, Jeffrey W.	95-0057-P	040495
11	Hardy, Travis W.	08-0283-P	112608
12	Herrington, Michael G.	96-0020-P	020196
13	Hohle, Douglas C.	95-0108-P	051895
14	Jennings, Patrick R.	78-0245-P	101978
15	Kintigh, Dennis J. (Retired FBI - going thru June Recert Class)		
16	McDaniel, James D.	87-0319-P	121187
17	Mason, James A.	02-0081-P	053102
18	Mounts, Tracy L.	12-0096-P	060112
19	Ornelas, James D.	97-0357-P	120597
20	Ouillette, Scott D.	99-0319-P	102299
21	Padilla, Albert J.	03-0181-P	070703

NOTE: Please use name that has been reported to The Department of Public Safety (DPS), e.g. if female officer has married/divorced and has changed last name and has not been reported to DPS.

Municipality/County:	Chaves County	Contact Person:	James R.
		District Ministra	E7E 004 0

575-624-6500 Phone Number:

APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS FOR MUNICIPALITIES AND COUNTIES **PURSUANT TO CHAPTER 29. ARTICLE 13 NMSA 1978 FOR THE JULY 1, 2013 - JUNE 30, 2014 FISCAL YEAR**

SUPPLEMENTAL SCHEDULE

Instructions: List the name, certificate number and date of certification of all full-time police officers and sheriff deputies certified by the New Mexico Law Enforcement Academy pursuant to Section 29-7-8 NMSA 1978 or authorized to act as a New Mexico peace officer pursuant to Section 29-1-11 NMSA 1978. Please photocopy this form if additional space is needed.

	Name of Full-Time Certified Police Officers and Sheriff Deputies	Certificate Number	Cert. Date
4	22 Perez, Agustin P.	10-0160-P	082710
2	23 Perham, Douglas C.	00-0064-P	042600
3	24 Ramirez, Hector M.	99-0268-P	081799
4	25 Ramirez, Joel	07-0228-P	121407
5	26 Ray, Thomas Michael	08-0148-P	070208
6	27 Rightsell, Keith R.	04-0106-P	051904
7	28 Sedillo, Tony	85-0017-P	020585
8	29 Seely, James William	03-0131-P	061203
9	30 Shannon, Michael D.	10-0163-P	082710
10	31 Snyder, Justin B.	86-0172-P	071186
11	32 Tucker, Alan W.	87-0249-P	090487
12	33 Tutor, Jason T.	98-0207-P	072298
13	34 Tutor, Jeffrey L.	97-0197-P	061097
14	35_Valderaz, Raul L.	97-0008-P	011497
15	36 Villarreal, Pedro G.	07-0140-P	081007
16	37 Wilson, Maria R.	04-0349-P	122104
17	38		
18	39		
19	40		
20	41		
21	42		

NOTE: Please use name that has been reported to The Department of Public Safety (DPS), e.g. if female officer has married/divorced and has changed last name and has not been reported to DPS.

LAW ENFORCEMENT PROTECTION FUND 13-14

430-7-753-224-000 Employee Training/Registration Fees	\$6,000.00
430-7-753-225-000 Travel/Training/Per diem	\$10,000.00
430-7-753-230-000 Supplies/Tools Ammunition (.45 ACP, .223, 12 gauge, beanbags), targets, CD-R's, portable radio batteries, batteries, pepper spray, graphics for new patrol units.	\$12,700.00
430-7-753-231-000 Non-Expendable Supplies Guns, gunlocks, flashlights, portable radios, mobile radios, crime scene equipment, PA systems, sirens, protective screens, light bars, computers, smart phones, firearms, Panasonic Tough Pads and docking stations	\$13,000.00
430-7-753-238-000 Uniforms	\$0
430-7-753-249-000 Equipment: Maintenance & Agreements Repair in-car camera equipment	\$0
430-7-753-260-000 Professional Services Fee to contract speaker for annual training	\$500.00
430-7-753-371-000 Equipment	\$0

Total: \$42,000.00

AGENDA	_ /	

Approve the 2012 PERA Annual Reports for the Chaves County Volunteer Fire Departments.

MEETING DATE: March 21, 2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Georgianna Hunt

ITEM SUMMARY:

The Chaves County Volunteer Fire Departments are requesting your approval of their Annual Public Employee Retirement Reports (PERA). These reports are submitted annually to PERA in order to allow the volunteer firefighters retirement credit for their service year.

SUPPORT DOCUMENTS: Annual Reports

SUMMARY BY: Georgianna Hunt

TITLE: Chaves County Fire Services Administrator

PUBLIC EMPLOYEES RETIREMENT ASSOCIATION OF NEW MEXICO



PUBLIC EMPLOYEES RETIREMENT BOARD

P.O. Box 2123, Santa Fe, New Mexico 87504-2123 (505) 476-9401 fax (505) 476-9300 voice

www.pera.state.nm.us

Print Form

Volunteer Firefighters Annual Reporting

Instructions: Please print or type in dark ink. The <u>original</u> of this form must be completed in its entirety and returned to PERA for processing by March 31 of each calendar year.

entirety and returned to i	ERA for processing by march 51 or each	Calerual year.
SECTION A - VOLUNTEER FIREFIGHTER		TATION
Department Name: Berrendo Volunteer	Fire Department	
2. Department Mailing Address: PO Box 1	\$17	
City, State: Roswell, NM	Zip C	Code: 88202-1817
3. PERA Department Number: 15001		
4. Fire Chief: Mike Sorensen	Phone (work): 575-626-5206	(home)
5. Mailing Address if different from above:		
City, State:	Zip	Code:
6. Email Address: michael.sorensen154@g		
SECTION B - DEPARTMENT TOTALS		
New Member enrollments (Application	ns for Membership enclosed):	
Member with prior service reported to	in Logs: (Must match with Service	25
Total number of volunteer firefighters	Quanication Record)	25
SECTION C - CERTIFICATION	operated the year.	
	Berrando Voluntes	r Fire Department
Volunteer Firefighter Department, affirm that	, fire chief of Berrendo Voluntee	
Youngeer Frengmer Soperations, communication	and reserved submitted in time report an	
Signature of Fire Chief	Da	ate
Municipal Mayor or Chairman of County Co	mmission D	ate
State of New Mexico) SS	:	
County of)		
Subscribed and sworn to before me by	on this the	day of , .
My Commission Expires		hone No:
Notary Signature		
Return this Summary with the Service Membership Forms on or before Marc		-
Association. Reports received after the		
The state of the s		



Public Employees Retirement Association Of New Mexico

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Volunteer Firefighter Service Credit Qualification Record

Instructions: Please print or type in black. Check one box to indicate whether or not member met minimum qualifications for service credit for the year indicated. Attach a completed Member Enrollment form for any volunteer not previously reported.

Fire	Department: Berrendo Vo	I. Fire Dept.				
PEI	RA Number:	15001 Report Year:	20	12		
VOI.	Social Security Number (must be provided or no service will	Full Name of Volunteer	Age of	Service	Service Credit	
No.	be credited)		Volunteer	Yes	No	
1.		Michael Sorensen			□	
2.		Jim Higgins				
3.		Warren Aldrich			区	
4.		Michael McClain	_		区	
5.		Rhonda Thornton			区	
6.		Johnny McClain				
7.		Doyle Baker				
8.		Patricia Williams				
9.		Dustin Mealand				
10.		Jamie Higgins				
11.		Mindy Sorensen				
12.		Clint McClain				
13.		Billy Bailey				
14.		Chaser Harper				
15.		Milton Harper			□	
16.		John Garlinger				
17.		Warren Aldrich			□	
18.		Seth Taylor				
19.		Steven Nowak			□	
20.		Miguel Silva				
Sig		er Firefighter Department Cert completed by the department fire chief or authorized Title:		n		

Print Form



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Volunteer Firefighter Service Credit Qualification Record

Instructions: Please print or type in black. Check one box to indicate whether or not member met minimum qualifications for service credit for the year indicated. Attach a completed Member Enrollment form for any volunteer not previously reported.

Fire	Department: Berrendo Vo	I. Fire Dept.				
	RA Number:	15001 Report Year:	20	12		
Vol. No.	Social Security Number (must be provided or no service will	Full Name of Volunteer	Age of Volunteer		Service Credit	
	be credited)		Volunteer	Yes	No	
1.		Cody Schwartz				
2.	_	Donald Ragsdale				
3.		Cody Anderwald				
4.		Dustin Higgins				
5.		Travis Smith				
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						
		er Firefighter Department Ce completed by the department fire chief or authorize		n		
Sig	nature:	Title:	Date:			



PUBLIC EMPLOYEES RETIREMENT ASSOCIATION OF NEW MEXICO

PUBLIC EMPLOYEES RETIREMENT BOARD

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Volunteer Firefighters Annual Reporting

Instructions: Please print or type in dark ink. The <u>original</u> of this form must be completed in its entirety and returned to PERA for processing by March 31 of each calendar year.

Department Name: <u>District 8 Volunteer Fire Dep</u>	partment
Department Mailing Address: <u>578 W. Chickasaw I</u>	Rd.
City, State: Hagerman, NM	Zip Code: 88232
PERA Department Number: 09924	
Fire Chief: Barry Wilkinson P	Phone (work): (575) 626-4875 (home) 575-626-4875
Mailing Address if different from above:	
City, State:	Zip Code:
Email Address:	
SECTION B – DEPARTMENT TOTALS	
New Member enrollments (Applications for M	lembership enclosed): 03
Members with prior service reported this ye Qualification Record)	ear: (Must match with Service
Total number of volunteer firefighters reported	d this year:
SECTION C - CERTIFICATION	
l,Barry Wilkinson	, fire chief of <u>Dist. 8 Vol. Fire Department</u>
Volunteer Firefighter Department, affirm that the rec	cords submitted in this repot are true and correct.
Signature of Fire Chief	 Date
Municipal Mayor or Chairman of County Commissio	on Date
Municipal Mayor or Chairman of County Commissio State of New Mexico)	Date
	Date
State of New Mexico) SS:	on Dateon this theday of



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Volunteer Firefighter Service Credit Qualification Record

Instructions: Please print or type in black. Check one box to indicate whether or not member met minimum qualifications for service credit for the year indicated. Attach a completed Member Enrollment form for any volunteer not previously reported.

Fire	District 8 Vo	I. Fire Department			
PEF	RA Number:	09924 Report Year: _	20	12	
Vol. No.	Social Security Number (must be provided or no service will		Age of Volunteer	Service	
1.	be credited)	Barry Wilkinson		Yes	No
2.		Michael Brisco			
3.		Melinda Wilkinson			П
4.		Skylor Wilkinson			
5.		Billy Slape			
6.		Jesus Virrueta			
7.		Rudy Ramirez			
8.		Zack Lujan			
9.		Dale Torres			
10.		Erik De Los Reyes			
11.		Aaron Ortega			
12.		Ryan Tafoya			
13.		James Gilbert			
14.					
15.					
16.					
17.					
18.					
19.					
20.					
		eer Firefighter Department Ce completed by the department fire chief or authorize		n	
Sig	nature:	Title: Chief	Date:	3/ /13	

Public Employees Retirement Association of New Mexico



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Volunteer Firefighters Annual Reporting

Instructions: Please print or type in dark ink. The original of this form must be completed in its entirety and returned to PERA for processing by March 31 of each calendar year.

SE	CTION A - VOLUNTEER FIREFIGHTER DEPARTMENT - GENERAL INFOR	MATION
1.	Department Name: Dunken Vol. Fire	
2.	Department Mailing Address: P.O. Box 1817	
	City, State: Roswell, NM Zip	Code:
3.	PERA Department Number:	
4.	Fire Chief: Timothy Jennings Phone (work): 575-624-6608	(home) 575-626-3232
5.	Mailing Address if different from above:	
	City, State: Zip	Code:
6.	Email Address:	
SE	CTION B – DEPARTMENT TOTALS	
1.	New Member enrollments (Applications for Membership enclosed):	2
2.	Member with prior service reported this year: (Must match with Service Qualification Record)	16
3.	Total number of volunteer firefighters reported this year:	18
SE	CTION C - CERTIFICATION	
I, T	imothy Z. Jennings, fire chief of	Dept.
Vol	unteer Firefighter Department, affirm that the records submitted in this report a	re true and correct.
Sig	nature of Fire Chief	Pate
_	,	
Mu	nicipal Mayor or Chairman of County Commission D	Oate
Sta	te of New Mexico) SS:	
Co	unty of)	
Cul	oscribed and sworn to before me by on this the	day of
		day or, phone No:
Not	ary Signature	
	turn this Summary with the Service Credit Qualification Record and	
	embership Forms on or before March 31 of each calendar year to the P	

P	rin	t	Fo	rı	m



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Volunteer Firefighter Service Credit Qualification Record

Instructions: Please print or type in black. Check one box to indicate whether or not member met minimum qualifications for service credit for the year indicated. Attach a completed Member Enrollment form for any volunteer not previously reported.

Fire	Dunken Vol.	Fire Department				
PEI	RA Number:	09655	_ Report Year:	20	12	
VOI.	Social Security Number (must be provided or no service will	Full Name of Volun	iteer	Age of	Service	Credit
No.	be credited)			Volunteer	Yes	No
1.		Matt Bowerman				
2.		Alden Elkins				
3.		Cody McClain				
4.		Tamela Elkins				
5.		Stetson Elkins			\(\sqrt{\sq}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}}	
6.		Sam Elkins				
7.		Alfredo Gomez				
8.		Cody Harwell				
9.		Becky Harwell				
10.		Dan Coupland				
11.		Timothy Jennings				
12.		Dale Roberts				
13.		Ronna Roberts				
14.		John Woodburn				
15.		Jodi Woodburn				
16.		Jesus Jose Morales				
17.		Denny Burnett				
18.		Reece J. Tilton				
19.						
20.	**					
Sig		er Firefighter Depa completed by the department fire Title:			n	

Public Employees Retirement Association of New Mexico



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Volunteer Firefighters Annual Reporting

Instructions: Please print or type in dark ink. The <u>original</u> of this form must be completed in its entirety and returned to PERA for processing by March 31 of each calendar year.

SECTION A – VOLUNTEER FIREFIGHTER DEPARTMENT – GENERAL INFORMATION				
2.	Department Mailing Address: 3748 EAST GRAND PLAINS ROAD			
	City, State: ROSWELL, NEW MEXICO	Zip (Code: 88203	
3.	PERA Department Number: 09657			
4.	Fire Chief: Monte Baker Pl	hone (work): 575-626-7703	(home) 575-622-4692	
5.	6245 S. RAKER ROAD			
	City, State: ROSWELL , NEW MEXICO	Zip	Code: 88203	
6.	Email Address: egpvolfd2@plateautel.net			
	CTION B - DEPARTMENT TOTALS	the section of		
1.	New Member enrollments (Applications for Mem	· · · · · · · · · · · · · · · · · · ·	0	
2.	Member with prior service reported this year:	(Must match with Service Qualification Record)	16	
3.	Total number of volunteer firefighters reported this year:		16	
SECTION C - CERTIFICATION				
I,, fire chief of East Grand Plains Vol. Fire Dept.				
Volunteer Firefighter Department, affirm that the records submitted in this report are true and correct.				
MonteBake			3-12-13	
Sign	Signature of Fire Chief Date			
Municipal Mayor or Chairman of County Commission			Pate	
State of New Mexico				
) SS: County of)				
Subscribed and sworn to before me by on this the day of				
My Commission Expires		Notary Public Telephone No:		
Notary Signature				
Return this Summary with the Service Credit Qualification Record and completed Applications for				
Membership Forms on or before March 31 of each calendar year to the Public Employees Retirement				
Association. Reports received after that date will not be processed. Keep copies for your records.				



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Volunteer Firefighter Service Credit Qualification Record

Instructions: Please print or type in black. Check one box to indicate whether or not member met minimum qualifications for service credit for the year indicated. Attach a completed Member Enrollment form for any volunteer not previously reported.

East Grand Plains Vol. Fire Department

Fire	Department:	nd Plains Vol. Fire Departmen	t			
PEF	RA Number:	09657	Report Year:	20	12	
	Social Security Number (m		of Volunteer	Age of	Service Credit	
-	be credited)			Volunteer	Yes	No
1.		Furbee, Jeffrey				
2.		Baker, Hugh				
3.		Dictson, Danny				
4.		McMinn, Fred			□	
5.		Carter, Terry				
6.		Patton, Andrew				
7.		Johnson, Mark				
8.		Ragland, Jeremy				
9.		Kennedy, Don Kyle				
10.		Britian, Ricky				Z
11.		Prichard, Barry				
12.		Flores, Don				区
13.		Barajas, Jeff				
14.		Williams, Jimmie				
15.		Baker, Dusty				
16.		Dictson, Coy				
17.						
18.						
19.						
20.						
		nteer Firefighter D be completed by the department	-		n	
Sig	nature:	Title: _		Date:		



Public Employees Retirement Association of New Mexico

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Volunteer Firefighters Annual Reporting

Instructions: Please print or type in dark ink. The <u>original</u> of this form must be completed in its entirety and returned to PERA for processing by March 31 of each calendar year.

SEC	TION A - VOLUNTEER FIREFIGHTER DEPARTMENT - CENERAL INS	•		
l.	Department Name: Midway Fire Department	•		
	Barrette War Addition 6477 Templeton Rd			
~	City, State: Dexter NM	Zin Code:		
,	PERA Department Number: 09728	Zip Code	00200	
3.	Ornell Fuller 575-62	6-2301 ₂	575-347-2291	
4.	Fire Chief: Ornell Fuller Phone (work): 575-62	o-zoo (name)		
5.	Mailing Address if different from above: 95 E Darby rd City, State: Dexter NM		88230	
	City, State: Dexter NM Email Address: midwayfire_ems@hotmail.com	_ Zip Code:		
6.	Email Address:			
SEC	CTION B - DEPARTMENT TOTALS			
1.	New Member enrollments (Applications for Membership enclosed):		0	
2.	Member with prior service reported this year: (Must match with Service Qualification Record)		8	
3.	Total number of volunteer firefighters reported this year:		8	
SÉC	CTION C - CERTIFICATION			
,				
	unteer Firefighter Department, affirm that the records submitted in this rep			
Sigi	nature of Fire Chief	Date		
Mui	nicipal Mayor or Chairman of County Commission	Date		
Stat	e of New Mexico			
) SS:			
Sub	scribed and swom to before me by on this the	day of		
My Commission Expires Notary Public Telephone No:				
Notzry Signature				
Me	turn this Summary with the Service Credit Qualification Record a mbership Forms on or before March 31 of each calendar year to t	ne Public Empl	loyees Retirement	
	ociation. Reports received after that date will not be processed. K			



Public Employees Retirement Association Of New Mexico

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Volunteer Firefighter Service Credit Qualification Record

Instructions: Please print or type in black. Check one box to indicate whether or not member met minimum qualifications for service credit for the year indicated. Attach a completed Member Enrollment form for any volunteer not previously reported.

Fire	Department: Midway Vol.	Fire Department				
PERA Number:		Report You	20 ear:	12		
V O1.	Social Security Number (must be provided or no service will	I Security Number (must povided or no service will Full Name of Volunteer	Age of	Service	Service Credit	
No.	be credited)	Tun Name of Volunteer	Volunteer	Yes	No	
1.		Ornell Fuller Sr.				
2.		Tim Fuller				
3.		Lee Williams		□		
4.		Ron Fuller				
5.		Renee Cox Wheeler				
6.		Kevin Prescott				
7.		Lawrence Cox, Jr.				
8.		Reed Wheeler				
9.						
10.						
11.				区		
12.						
13.						
14.						
15.						
16.						
17.						
18.				囚		
19.						
20.						
	(to be	er Firefighter Department completed by the department fire chief or aut	thorized person)	n		
Sig	nature:	Title:	Date:			

Public Employees Retirement Association of New Mexico



PUBLIC EMPLOYEES RETIREMENT BOARD

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Print Form

Volunteer Firefighters Annual Reporting

Instructions: Please print or type in dark ink. The <u>original</u> of this form must be completed in its entirety and returned to PERA for processing by March 31 of each calendar year.

entirety and returned to PERA for processing by March 31 of each calendar year.				
SECTION A - VOLUNTEER FIREFIGHTER DEPARTMENT - GENERAL INFORMATION				
1. Department Name: <u>Penasco Volunteer Fire Department</u>				
2. Department Mailing Address: 4985 Rio Penasco Rd.				
City, State: 40pe NM Zip Code: <u>\$8250-9714</u>				
3. PERA Department Number: 0744				
4. Fire Chief: Jim ELLet t Phone (work): 687-3362 (home) 430-8818				
5. Mailing Address if different from above:				
City, State: Zip Code:				
6. Email Address: <u>ellettje@pvtn.net</u>				
SECTION B - DEPARTMENT TOTALS				
New Member enrollments (Applications for Membership enclosed):				
2. Member with prior service reported this year: (Must match with Service Qualification Record)				
Total number of volunteer firefighters reported this year:				
SECTION C - CERTIFICATION				
1. James A. Ellett, fire chief of Penasco VFD				
Volunteer Firefighter Department, affirm that the records submitted in this report are true and correct.				
Signature of Fire Chief 3-10-13 Date				
Signature of Fire Chief				
Municipal Mayor or Chairman of County Commission Date				
State of New Mexico)				
County of) SS:				
Subscribed and sworn to before me by on this the day of				
My Commission Expires Notary Public Telephone No:				
Notary Signature				
Return this Summany with the Samies Credit Qualification Passed and appeared A - 12 - 12 - 12				
Return this Summary with the Service Credit Qualification Record and completed Applications for Membership Forms on or before March 31 of each calendar year to the Public Employees Retirement				
Association. Reports received after that date will not be processed. Keep copies for your records.				

2012



Fire Department:

Public Employees Retirement Association Of New Mexico

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Volunteer Firefighter Service Credit Qualification Record

Instructions: Please print or type in black. Check one box to indicate whether or not member met minimum qualifications for service credit for the year indicated. Attach a completed Member Enrollment form for any volunteer not previously reported.

Penasco Vol. Fire Department

0744

PER	RA Number:		Report Year:	20	12	
	Social Security Number (must be provided or no service will be credited)	Full Name of Volu	inteer	Age of Volunteer	Service	
1.	be credited)	Brenda Baker			res	No
2.		Ralph Baker				
3.		DeeDon Bates				
4.		Michele Bates				
5.		Bernard Cleve				
6.		Robert Cleve				
7.		Tye Cleve				
8.		John Cooper				
9.		Sue Dreikosen				
10.		Andy Ellett				
11.		Jackie Ellett				
12.		Melvin Foley				
13.		Joe Gutierrez				
14.		Jaired Ham				
15.		Timothy Jennings				
16.		Aubrae Mulcock				
17.		Charles Mulcock				
18.		Evans Mulcock				
19.		Marcetta Mulcock				
20.		Joel Pate				
		er Firefighter Depa completed by the department fir			n	
Sign	nature:	Title:		Date:		



Public Employees Retirement Association Of New Mexico

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www.pera.state.nm.us

Volunteer Firefighter Service Credit Qualification Record

Instructions: Please print or type in black. Check one box to indicate whether or not member met minimum qualifications for service credit for the year indicated. Attach a completed Member Enrollment form for any volunteer not previously reported.

Fire	Penasco Vol	. Fire Department			
PERA Number: Report Year:					
T 01.	Social Security Number (must be provided or no service will	Full Name of Volunteer	Age of	Service Credit	
No.	be credited)	Tun Namo or Volumoor	Volunteer	Yes	No
1.		H. Jay Powell			
2.		Randy Reed			
3.		Pamela Runyan			区
4.		Tom Runyan			N
5.		Donald Soukup			
6.		Oliver Soukup			
7.		Jim Bates			
8.		Carol Gutierrez			
9.		Chris Pate			
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
Sig	Volunteer Firefighter Department Certification (to be completed by the department fire chief or authorized person) Signature: Date:				

Public Employees Retirement Association

of New Mexico

Public Employees Retirement Association of New Mexico

PUBLIC EMPLOYEES RETIREMENT BOARD

P.O. Box 2123, Santa Fe, New Mexico 87504-2123 (505) 476-9401 fax (505) 476-9300 voice www.pera.state.nm.us

Print Form

Volunteer Firefighters Annual Reporting

Instructions: Please print or type in dark ink. The <u>original</u> of this form must be completed in its entirety and returned to PERA for processing by March 31 of each calendar year.

SECTION A - VOLUNTEER FIREFIGHTER DEPARTMENT - GENERAL INFOR	RMATION
Department Name: Rio Felix Vol. Fire Department D.O. Ray 4047	
2. Department Mailing Address: P.O. Box 1817	control trail Print
City, State: Roswell, New Mexico Zip	Code:
City, State: Roswell, New Mexico Zip 3. PERA Department Number: 0805	
4. Fire Chief: Chief Philip Brainerd Phone (work): 575-624-6608	(home) 575-626-3834
Mailing Address if different from above:	
City, State: Zi	p Code:
6. Email Address:chavescofire@co.chaves.nm.us	
SECTION B – DEPARTMENT TOTALS	
New Member enrollments (Applications for Membership enclosed):	0
2 Member with prior service reported this year: (Must match with Service	11
3. Total number of volunteer firefighters reported this year:	11
SECTION C - CERTIFICATION	
I, Philip Brainerd , fire chief of Rio Felix Volunte	er Fire Department
Volunteer Firefighter Department, affirm that the records submitted in this report a	are true and correct.
Signature of Fire Chief	Date
	Sale
Municipal Mayor or Chairman of County Commission	Date
State of New Mexico)	
County of Chaves) SS:	
, , , , , , , , , , , , , , , , , , ,	
Subscribed and sworn to before me by on this the	day of
My Commission Expires Notary Public Tele	ephone No: 575 _624 _6600
	16/19/000000-humayatan
Notary Signature	
Return this Summary with the Service Credit Qualification Record and	
Membership Forms on or before March 31 of each calendar year to the P Association. Reports received after that date will not be processed. Keep	



Public Employees Retirement Association Of New Mexico

P.O. Box 2123, Santa Fe, New Mexico 87504-2123 (505) 476-9401 fax (505) 476-9300 voice

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Volunteer Firefighter Service Credit Qualification Record

Instructions: Please print or type in black. Check one box to indicate whether or not member met minimum qualifications for service credit for the year indicated. Attach a completed Member Enrollment form for any volunteer not previously reported.

Fire	Department:	RIO FEIIX VOI	unteer Fire Department			
0805 2012 PERA Number:						
Vol. No.	Social Security be provided or	no service will	Full Name of Volunteer	Age of Volunteer	Service Yes	Credit
1.	be cre	uiteu)	Henderson, Forrest		□ □	П
2.			Joy, Richard			
3.			Henderson, Helen			
4.			Brainerd, Philip			
5.			Hendricks, Sterling			
6.			Mauldin, Christopher			
7.			Hendricks, Peggy			
8.			Hendricks, Harry			
9.			Hendricks, Kathi			
10.			Brainerd, Tim			
11.			Klingshirn, Jens			
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						
			er Firefighter Department Cercompleted by the department fire chief or authorize		n	
Sig	nature:		Title:	Date:		

Public Employees Retirement Association of New Mexico

Public Employees Retirement Association of New Mexico

Public Employees Retirement Board

P.O. Box 2123, Santa Fe, New Mexico 87504-2123 (505) 476-9401 fax (505) 476-9300 voice

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Print Form

Volunteer Firefighters Annual Reporting

Instructions: Please print or type in dark ink. The original of this form must be completed in its entirety and returned to PERA for processing by March 31 of each calendar year.

SECTION A - VOLUNTEER FIREFIGHTER DEPARTMENT - GENERAL INFOR	MATION
Department Name: Sierra Vol. Fire Department	
Department Mailing Address: P.O. Box 1817	
City, State: Roswell, New Mexico Zip	
3. PERA Department Number: 09772	
4. Fire Chief: Don Ford Phone (work): 575-624-6608	(home) 575-626-8032
Mailing Address if different from above:	
City, State: Zip	
6. Email Address:	
SECTION B – DEPARTMENT TOTALS	
New Member enrollments (Applications for Membership enclosed):	
Member with prior service reported this year: (Must match with Service Qualification Record) (Must match with Service Qualification Record)	19
Total number of volunteer firefighters reported this year:	19
SECTION C - CERTIFICATION	
Don Ford fire chief of Sierra	
I, Don Ford , fire chief of Sierra Volunteer Firefighter Department, affirm that the records submitted in this report a	re true and correct.
Signature of Fire Chief	Date
Signature of rife Ciller	vate
Municipal Mayor or Chairman of County Commission	Date
State of New Mexico) Chaves) SS:	
County or	
Subscribed and sworn to before me by on this the	day of
My Commission Expires Notary Public Tele	phone No:
Notary Signature	
Return this Summary with the Service Credit Qualification Record and a Membership Forms on or before March 31 of each calendar year to the P Association. Reports received after that date will not be processed. Keep	ublic Employees Retirement



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www.pera.state.nm.us

Volunteer Firefighter Service Credit Qualification Record

Instructions: Please print or type in black. Check one box to indicate whether or not member met minimum qualifications for service credit for the year indicated. Attach a completed Member Enrollment form for any volunteer not previously reported.

Fire Department:Sierra Vol. Fire Department					
09772 2012 PERA Number: Report Year:				12	
PEI	RA Number.	Report rear			
Vol. No.	Social Security Number (must be provided or no service will	Full Name of Volunteer	Age of	Service	Credit
NO.	be credited)		Volunteer Volunteer		No
1.		Clint Brown			×
2.		Blaine Bradley			×
3.		Travis Hardy		×	
4.		Richard McNally		×	
5.		Erin Craft		×	
6.		William Graham		×	
7.		Gilbert Lucero Sr.		×	
8.		Tyler Ford		×	
9.		Albert Tucker		×	
10.		Don Ford		×	
11.		Greg Crosby		×	
12.		Jason Evans			×
13.		Shawn Brink		×	
14.		Aaron Ford		×	
15.		Matthew Ford		×	
16.		Cody Ragsdale			×
17.		Jeremy Parmer		×	
18.		Briana Chrisman-Ford		×	
19.		Justin Crum		×	
20.					
Volunteer Firefighter Department Certification (to be completed by the department fire chief or authorized person)					
Sig	nature:	Title:	Date:		

AGENDA ITEM: 8

Permission for Out of State Travel

MEETING DATE: March 21, 2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY:

Sandra P. Stewart, Detention Administrator

ACTION REQUESTED:

Permission for out of state travel for Clay Corn

ITEM SUMMARY:

Deputy Administrator Clay Corn has been invited by the Children Youth and Families Department to attend the Juvenile Detention Alternatives Initiative (JDAI) Conference on April 16 and 17th, 2013 in Atlanta Georgia as part of the New Mexico delegation. His airfare, hotel, registration and all meals will be paid for by the Annie E. Casey Foundation. No Chaves County funds will be used for Clay's attendance at this conference.

Staff recommends approval.

SUPPORT INFORMATION:

1) JDAI Inter-Site Conference 2013

2) Link to Annie E. Casey Foundation website:

http://www.aecf.org/Home/MajorInitiatives/JuvenileDetentionAlternativesInitiative.aspx

SUMMARY BY: Sandra P. Stewart

TITLE: Detention Administrator

JDAI Inter-Site Conference 2013

Summary

From April 16-18, delegations from more than 180 sites in 39 states will convene in Atlanta, Georgia for this year's JDAI inter-site conference. As usual, the conference will offer a rich and varied menu of peer-to-peer exchanges and workshops on detention reform innovations, including: first-hand reports on developments in the field; competency building sessions; multiple workshops on practical strategies for reducing racial and ethnic disparities; discussions regarding effective ways to engage communities and families in system reform; and, new tools for use by JDAI sites.

This year's conference will also continue our discussions regarding expanding the focus of JDAI to include the "deep end" of the system. Georgia officials, for example, will share information about their recently completed comprehensive planning to safely reduce out-of-home commitments. Other workshops will examine the recent national de-institutionalization trend and best practices related to dispositional reform.

JDAI inter-site conferences provide unique opportunities for the detention reform movement to celebrate success, inspire change and build peer networks to shape and inform the future of juvenile justice. As always, there will be the usual doses of good will and recognition of individual accomplishments and transitions. Please register early but plan to stay late.

Details

When

Tuesday, April 16, 2013 - Thursday, April 18, 2013 6:00 PM - 2:30 PM Eastern Time

Where

The Hilton Atlanta 255 Courtland Street NE Atlanta, Georgia 30303 USA 404.659.2000

Planner

The Annie E. Casey Foundation

AGENDA ITEM: Permission for Out of State Travel

MEETING DATE: March 21, 2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Jason Prince, IT Director

ACTION REQUESTED: Permission for out of state travel for Jason Prince

ITEM SUMMARY:

I am requesting approval to attend this out-of-state conference beinghosted by New World Systems, the maker of the software used by the Sheriff's Department. The conference begins on Sunday, so I would be traveling on Saturday. The conference ends on Tuesday at 5:00pm so I would be leaving to return home on Wednesday morning.

Being that this is one of the most expansive databases for the entire county that my department maintains, this conference would provide valuable training to allow me to learn information on how to better support this database as well as have an understanding of what future software releases will require in terms of hardware needs so that we can plan accordingly and be prepared.

I have sufficient funds in my budget to cover the expenses of this conference, but since I was not aware of this conference during last year's budget proposal, it was not on there for approval to attend this conference out-of-state. Being that my department only has one county vehicle, I would be taking my personal vehicle to leave the department car available for the other two personnel in my department for use while I am away. Below is a list of the expenses that will be incurred during the course of this conferee:

HOTEL EXPENSE: \$605.00

This price includes hotel accommodations for Saturday night ad Tuesday night

CONFERENCE EXPENSE: \$1,245.00

This price includes two nights Hotel Accommodations (Sunday& Monday), conference registration, meals, and all conference activities.

TRAVEL EXPENSE: \$477.90

This price includes mileage reimbursement for 1,062 miles round trip at .45 cents per mile

MEAL EXPENSE: \$105.00

This price includes daily per diem of \$45 for Saturday, \$15 for Tuesday evening, and \$45 for Wednesday.

Staff recommends approval.

SUMMARY BY: Jason Prince

TITLE: IT Director

AGENDA ITEM: _	10	Presentation of FY 11-12 Audit
MEETING DATE:	March 21, 20	13
	STAFF SUM	MARY REPORT
ACTION REQUEST	ΓED BY:	Joe Sedillo, Chief Financial Officer
ACTION REQUES	ΓED:	Accept Audit Report for FY 11-12
ITEM SUMMARY:		
2011-2012.		the independent audit of Chaves County for the fiscal year ling partner will present the report.
SUPPORT DOCUM	IENTS:	
FY11-12AuditRepor	rt	
SUMMARY BY:	Joe Sedillo	
TITLE:	Chief Financi	al Officer

AGENDA ITEM: 5

Resolution R-13-016 Declaring the Intent to Consider an Ordinance Authorizing the Execution and Delivery of Loan Agreement A-13-004 and Intercept Agreement A-13-005 Between the County and NMFA in the Amount of \$5,602,241.

MEETING DATE: March 21, 2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY: C

County Manager

ACTION REQUESTED:

Approve Resolution

ITEM SUMMARY:

Resolution R-13-016 declares the intent for the Board of County Commissioners to consider an Ordinance at its April 18, 2013 meeting, authorizing the execution and delivery of Loan Agreement A-13-004 and Intercept Agreement A-13-005 between Chaves County and the New Mexico Finance Authority in the amount of \$5,602,241.00 for the renovation and expansion of the Chaves County Detention Centers. This loan will be repaid from the distributions of the one-eighth of one percent (1/8 of 1%) of the County Correctional Facility Gross Receipts Tax.

Staff recommends approval of Resolution R-13-016.

SUPPORT DOCUMENTS: Resolution R-13-016

Agreement A-13-004 (Draft) Agreement A-13-005 (Draft)

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

CHAVES COUNTY, NEW MEXICO

RESOLUTION NO. R-13-016

DECLARING THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS (THE "GOVERNING BODY") OF CHAVES COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") TO CONSIDER FOR ADOPTION AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE GOVERNMENTAL UNIT AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE COUNTY TO PAY A PRINCIPAL AMOUNT OF UP TO \$5,602,241, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING THE RENOVATION AND EXPANSION OF THE GOVERNMENTAL UNIT'S ADULT AND JUVENILE DETENTION CENTER, PAYING A LOAN PROCESSING FEE AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF, AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTIONS OF THE ONE-EIGHTH OF ONE PERCENT OF THE COUNTY CORRECTIONAL FACILITY GROSS RECEIPTS TAX; AND AUTHORIZING AND DIRECTING THE PUBLICATION OF A NOTICE OF MEETING TO CONSIDER FINAL PASSAGE OF AN ORDINANCE AUTHORIZING THE LOAN AGREEMENT, INTERCEPT AGREEMENT AND A PROCESSING FEE IN A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE GOVERNMENTAL UNIT.

WHEREAS, Sections 4-62-1 through 4-62-10, NMSA 1978, as amended (the "Act"), authorize New Mexico counties to issue gross receipts tax revenue bonds which, pursuant to the Act, may include loan agreements; and

WHEREAS, pursuant to the Act, the Governmental Unit may secure its gross receipts tax revenue bonds with the revenues of the Governmental Unit's County Correctional Facility Gross Receipts Tax most recently reenacted and imposed by the Governmental Unit's Ordinance No. O-082 adopted on December 14, 2010 with an effective date of July 1, 2011 pursuant to Section 7-20F-3, NMSA 1978 (the "County Correctional Facility Gross Receipts Tax"); and

WHEREAS, the Governmental Unit desires to consider for adoption an ordinance authorizing, in accordance with the Act (the "Ordinance"), the execution and delivery of a Loan Agreement and Intercept Agreement by and between the New Mexico Finance Authority (the "Finance Authority") and the Governmental Unit in a principal amount of up to \$5,602,241 (the "Loan Agreement") to provide funds to renovate and expand the Governmental Unit's Adult and Juvenile Detention Center facility, which Loan Agreement and Intercept Agreement shall be secured by a pledge of the revenues of the one-eighth of one percent (.125%) Correctional Facility Gross Receipts Tax; and

WHEREAS, Section 4-37-7, NMSA 1978, requires that publication of the title and general summary of the subject matter of any proposed ordinance be made in a newspaper of general circulation within the Governmental Unit at least two weeks prior to the meeting of the Governing Body at which the ordinance is proposed for final passage.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF CHAVES COUNTY, NEW MEXICO:

Section 1. All action (not inconsistent with this Resolution) heretofore taken by the Board of County Commissioners of Chaves County and the officers, employees and agents of the Governmental Unit thereof directed toward the authorization, execution and delivery of the Loan Agreement and Intercept Agreement for such purposes, be and the same is hereby ratified, approved and confirmed.

Section 2. The publication, in accordance with Section 4-37-7, NMSA 1978, as amended, in the *Roswell Daily Record*, a newspaper of general circulation within the Governmental Unit, of the following Notice at least two weeks prior to the meeting at which the Board of County Commissioners will consider the Ordinance, is hereby authorized.

[Form of Notice]

Chaves County, New Mexico

Notice of Meeting and Intent to Adopt Ordinance

Chaves County, New Mexico, hereby gives notice of a regular Board of County Commissioners meeting for Thursday, April 18, 2013 at 9:00 a.m., in the Chaves County Commission Chambers of the Administrative Center, #1 St. Mary's Place, Roswell, New Mexico. At such meeting the Board of County Commissioners will hold a public hearing concerning and will consider for adoption the Ordinance described below. Complete copies of the proposed Ordinance are available for public inspection during the normal and regular business hours of the County Clerk, #1 St. Mary's Place, Roswell, New Mexico.

The title of the proposed Ordinance is:

CHAVES COUNTY, NEW MEXICO

ORDINANCE NO. 0-085

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BETWEEN CHAVES COUNTY (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT IN THE MAXIMUM PRINCIPAL AMOUNT OF \$5,602,241, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FINANCING THE RENOVATION AND EXPANSION OF THE GOVERNMENTAL UNIT'S ADULT AND JUVENILE NEW DETENTION CENTER, PAYING A LOAN PROCESSING FEE AND FUNDING A LOAN AGREEMENT RESERVE

ACCOUNT; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF, AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE ONE-EIGHTH OF ONE PERCENT OF THE COUNTY CORRECTIONAL FACILITY GROSS RECEIPTS TAX MOST RECENTLY IMPOSED BY THE GOVERNMENTAL UNIT'S ORDINANCE NO. 0-082 ADOPTED ON DECEMBER 14, 2010 WITH AN EFFECTIVE DATE OF JULY 1, 2011 PURSUANT TO SECTION 7-20F-3, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF THE PLEDGED COUNTY CORRECTIONAL FACILITY GROSS RECEIPTS TAX REVENUES TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO THE INTERCEPT AGREEMENT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; PROVIDING FOR A SUPPLEMENTAL RESOLUTION TO BE SUBSEQUENTLY ADOPTED SPECIFYING DETAILS OF THE LOAN AGREEMENT, INCLUDING NET EFFECTIVE INTEREST RATES; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; 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 Ordinance is contained in its title.

This Notice constitutes compliance with Section 4-37-7, NMSA 1978, as amended.

[End of Form of Notice]

Section 3. The Loan Agreement provides a principal loan amount of up to \$5,602,241 and shall evidence a special, limited obligation to pay its principal amount, together with interest due under the Loan Agreement.

Section 4. The Ordinance shall be filed with the County Clerk, and shall be considered by the County at a regular meeting of the County on Thursday, April 18, 2013, at 9:00 a.m., or as soon thereafter as the matter may be heard, in the Chaves County Commission Chambers of the Administrative Center, #1 St. Mary's Place, Roswell, New Mexico.

(Signature page follows)

PASSED, APPROVED AND ADOPTED THIS 21^{st} day of March, 2013.

	CHAVES COUNTY
	BOARD OF COMMISSIONERS
	Greg Nibert, Chairman
[SEAL]	
ATTEST:	
Ву:	
Dave Kunko, County Clerk	_

STATE OF NEW MEXICO)
) ss.
COUNTY OF CHAVES)
I, Dave Kunko, County Clerk	of Chaves County, New Mexico (the "County"), do hereby certify:
proceedings of the Board of County C the Governing Body of the County, ha held in the Chaves County Commissi Roswell, New Mexico, on March 21, publication of the title and general sur	are a true, correct and complete copy of the record of the Commissioners (the "Governing Body") of the County, constituting and taken at a duly called regular meeting of the Governing Body ion Chambers of the Administrative Center, #1 St. Mary's Place, 2013, at the hour of 9:00 a.m., insofar as the same relate to the mmary of a proposed ordinance, a copy of which is set forth in the he Governing Body kept in my office. None of the action taken has
	re duly had and taken as therein shown, the meeting thereon was ned were present at said meeting as therein shown.
	ng was given in compliance with the permitted methods of giving ody as required by the open meetings standards presently in effect.
IN WITNESS WHEREOF, I have Mexico, this 21st day of March, 2013.	nave hereunto set my hand and the seal of said Chaves County, New
	Dave Kunko, County Clerk
(SEAL)	

\$5,602,241

LOAN AGREEMENT

dated

June 7, 2013

by and between

NEW MEXICO FINANCE AUTHORITY

and

CHAVES COUNTY, NEW MEXICO

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

LOAN AGREEMENT

THIS LOAN AGREEMENT dated June 7, 2013 is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and CHAVES 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 renovation and expansion of the Governmental Unit's Adult and Juvenile Detention Center facility (the "Project") as more fully described on the Term Sheet; and

WHEREAS, the Governmental Unit is authorized by the Act to impose by ordinance a Correctional Facility Gross Receipts Tax pursuant to Section 7-20F-3, NMSA 1978, as amended; and

WHEREAS, pursuant to the Act, the Governmental Unit has by the Correctional Facility Gross Receipts Tax Ordinance imposed one-eighth of one percent (.125%) of Correctional Facility Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit; 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 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 Ordinance; 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.

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, Section 7-20F-1 through 12, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and the Intercept Agreement, including the Ordinance.

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

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

"Authorized Officers" means, in the case of the Governmental Unit, the Chairwoman or Vice-Chairman of the Governing Body, the County Manager, Treasurer and the County Clerk, and, in the case of the Finance Authority, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer; or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

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

"Bond Counsel" means nationally recognized bond counsel experienced in matters of municipal law, satisfactory to the Trustee and listed in the list of municipal bond attorneys, as published semiannually by The Bond Buyer's Municipal Marketplace, or any successor publication, acting as loan counsel.

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

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

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

"Correctional Facility Gross Receipts Tax" means the revenues of the one-eighth of one percent (.125%) of correctional facility gross receipts tax imposed pursuant to Section 7-20F-3, NMFA 1978, as amended, on the gross receipts of all persons engaging in business within the Governmental Unit received by the Governmental Unit pursuant to the Correctional Facility Gross Receipts Tax Ordinance.

"Correctional Facility Gross Receipts Tax Ordinance" means Ordinance No. O-082 passed and approved by the Governmental Unit pursuant to the Act on December 14, 2010, with an effective date of July 1, 2011, which most recently imposes a Correctional Facility Gross Receipts Tax known as the first and second one-sixteenth of one percent increments, for a total of one-eighth of one percent (.125%), on the gross receipts of persons engaging in business 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.

"Excess Correctional Facility Revenues" means that portion of the Correctional Facility Gross Receipts Tax for each month, if any, that is in excess of the amount required in any month to be paid into the Finance Authority Debt Service Account or the Loan Agreement Reserve Account pursuant to Article V of this Loan Agreement.

"Expenses" means the costs of issuance of the Loan Agreement 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 County Commission 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 successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, or successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

"Independent Accountant" means: (i) an accountant employed by the State and under the supervision of the State Auditor; or (ii) any certified public accountant, registered 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

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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 June 7, 2013, 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 <u>Exhibit "B"</u> 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 <u>Exhibit "B"</u> 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 Reserve Account" means the loan agreement reserve account established in the name of the Governmental Unit, funded from the proceeds of this Loan Agreement and administered by the Trustee pursuant to the Indenture.

"Loan Agreement Reserve Requirement" means, with respect to the Loan, the amount shown as the Loan Agreement Reserve Account deposit on the Term Sheet, which amount does not exceed the least of: (i) ten percent (10%) of the Loan Agreement Principal Amount; (ii) one hundred twenty-five percent (125%) of the average annual principal and interest requirements under this Loan Agreement; or (iii) the maximum annual principal and interest requirements under this Loan Agreement.

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

"Mandatory Redemption Fund" means the fund established in the name of the Governmental Unit, and held by the Finance Authority, funded with the Excess Correctional Facility Revenues, if any, and used to make redemption payments pursuant to Article VIII of this Loan Agreement.

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

"Ordinance" means the Governmental Unit Ordinance No. _____ adopted by the Governing Body on April 18, 2013, as supplemented by Governmental Unit Supplemental Resolution No. _____ adopted by the Governing Body on May 23, 2013, 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.

"Parity Obligations" means this 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 a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

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

"Pledged Revenues" means revenues of the Governmental Unit received pursuant to the Correctional Facility Gross Receipts Tax Ordinance and pledged to payment of the Loan Agreement Payments pursuant to the Ordinance and described on the Term Sheet.

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

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

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

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

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

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

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

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

- Section 2.1 <u>Representations, Covenants and Warranties of the Governmental Unit</u>. The Governmental Unit represents, covenants and warrants:
- (a) <u>Binding Nature of Covenants</u>. 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 Ordinance 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) <u>Personal Liability</u>. 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 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) <u>Authorization of Loan Agreement and Intercept Agreement</u>. 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 by the Act 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) <u>Use of Loan Agreement Proceeds</u>. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement (less deposits to the Loan Agreement Reserve Account, if any, the Finance Authority Debt Service Account and the Processing Fee) to the acquisition of the Project.
- (e) <u>Payment of Loan Agreement</u>. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in <u>Exhibit "B"</u> hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from the Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.
- (f) <u>Mandatory Sinking Fund Payments</u>. The Governmental Unit shall pay monthly all Excess Correctional Facility Revenues, if any, into the Mandatory Redemption Fund and shall, on each Principal Payment Date, use amounts, if any, in the Mandatory Redemption Fund to prepay principal due under this Loan Agreement as set out in Section 5.2 hereof.
- (g) <u>Acquisition and Completion of Project</u>. The Project will consist of acquiring and completing the renovation and expansion of the Governmental Unit's Adult and Juvenile Detention Center facility. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Project complies with Section 7-20F-3, NMSA 1978, as amended.
- (h) <u>Necessity of Project</u>. 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.

- (i) <u>Legal, Valid and Binding Special Obligation</u>. 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.
- (j) <u>Loan Agreement Term.</u> The term of the Loan Agreement of ten (10) years does not exceed the reasonably expected life of the Project which is thirty-nine (39) years. The weighted average maturity of 5.631 years of the Loan Agreement does not exceed one hundred twenty percent (120%) of the reasonably expected life of the Project, which is thirty-nine (39) years.
- (k) <u>Use of Project</u>. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit as a whole.
- (I) <u>No Private Activity</u>. 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.
- (m) <u>No Excess Loan Agreement Proceeds</u>. 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; (ii) the Loan Agreement Reserve Requirement; and (iii) an amount necessary to pay the Processing Fee and the costs related to issuance of the Bonds, if any.
- (n) 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.
- (o) <u>Irrevocable Enactments</u>. 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 Correctional Facility Gross Receipts Tax

Ordinance and the Ordinance 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.

- (p) <u>Outstanding Debt</u>. 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.
- (q) <u>No Litigation</u>. To the best 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.
- (r) <u>No Event of Default</u>. 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.
- (s) <u>Pledged Revenues Not Budgeted</u>. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, are not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.
- (t) <u>Expected Coverage Ratio</u>. The Pledged Revenues (giving credit for any increase in Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

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

- (y) <u>Pledged Revenues Covenants</u>. The Governing Body has duly adopted the Correctional Facility Gross Receipts Tax Ordinance imposing the Correctional Facility Gross Receipts Tax, which constitutes the Pledged Revenues. The Correctional Facility Gross Receipts Tax Ordinance has not been repealed or superseded and is in full force and effect.
- Section 2.2 <u>Representations, Covenants and Warranties of the Finance Authority</u>. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit as follows:
- (a) <u>Authorization of Loan Agreement and Intercept Agreement</u>. 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.
- (b) <u>Assignment of Rights</u>. 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 ordinance 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) <u>No Litigation</u>. 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) <u>Legal, Valid and Binding Obligations</u>. This Loan Agreement and the Intercept Agreement constitute the legal, valid and binding obligations of the Finance Authority enforceable in accordance with their terms.

ARTICLE III LOAN AGREEMENT TERM

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

ARTICLE IV LOAN; APPLICATION OF MONEYS

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

- (a) To the Trustee, the amount shown on the Term Sheet as the Program Account deposit shall be deposited into the Governmental Unit's Program Account to be maintained by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof at the direction of the Governmental Unit as needed by the Governmental Unit for the Project; and
- (b) To the Trustee, the amount shown on the Term Sheet as the Loan Agreement Reserve Account deposit shall be deposited in the Governmental Unit's account maintained in the Loan Agreement Reserve Fund by the Trustee pursuant to the Indenture; and
- (c) 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

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

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

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account and the Mandatory Redemption Fund, such accounts being held by the Finance Authority; (iii) the Program Account and the Loan Agreement Reserve 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 thereof and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions, then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit "B."

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

the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law, except that the Excess Correctional Facility Revenues, if any, shall be utilized as set forth in Section 5.2 hereof.

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 the amounts provided in subsections (a)(i) and (ii) of this Section 5.2 for deposit into the Finance Authority Debt Service Account, the amount provided in subsection (c) for deposit into the Loan Agreement Reserve Account and the amount provided for in subsection (d) for deposit into the Mandatory Redemption Fund. The Finance Authority Debt Service Account and the Mandatory Redemption Fund shall be established and held by the Finance Authority and the Loan Agreement Reserve Account shall be established and held by the Trustee, each on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to this Section 5.2 shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account and Loan Agreement Reserve 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 Component. (A) Monthly, beginning on the first day of the month following the Closing Date, as amount in equal monthly installments which is necessary to pay the first maturing Interest Component coming due on this Loan Agreement (which is November 1, 2013), and (B) on the first day of each month thereafter, one-sixth $(1/6^{th})$ of the amount necessary to pay the next maturing Interest Component on this Loan Agreement as described in Exhibit "B";
- (ii) <u>Principal Payments</u>. (A) Monthly, beginning on the first day of the month following the Closing Date, as amount in equal monthly installments which is necessary to pay the first maturing Principal Component (which is May 1, 2014), and (B) on the first day of each month thereafter, one-twelfth (1/12th) of the amount necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in <u>Exhibit "B"</u>;

- (b) Each Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.
- As a second charge and lien on the Pledged Revenues received from the (c) Governmental Unit after deposits in (a) and (b) have been made, the Trustee shall transfer and deposit to the Loan Agreement Reserve Account any amounts necessary to replenish the Loan Agreement Reserve Account to the Loan Agreement Reserve Requirement. Moneys in the Loan Agreement Reserve Account shall be held and administered by the Trustee and shall be used only to prevent deficiencies in the payment of the Principal Component and Interest Component of the Loan Agreement Payments resulting from a failure to deposit into the Finance Authority Debt Service Account sufficient funds to pay debt service requirements on the Loan; provided, that the final two Interest Components and the final Principal Component on the Loan shall be payable from the Loan Agreement Reserve Account. If funds are withdrawn from the Loan Agreement Reserve Account to pay debt service on the Loan, at the direction of the Finance Authority or the Trustee, additional Pledged Revenues shall be deposited into the Loan Agreement Reserve Account in amounts in equal monthly installments sufficient to restore the amount on deposit therein to the Loan Agreement Reserve Requirement within one (1) year following such withdrawal; provided, that no additional Pledged Revenues shall be intercepted to replenish the Loan Agreement Reserve Account following the transfer of the amount in the Loan Agreement Reserve Account to the Finance Authority Debt Service Account for payment of the final two Interest Components and the final Principal Component.

Notwithstanding any other provisions hereof, the Finance Authority shall have the right to waive the requirement of the Loan Agreement Reserve Account and the Loan Agreement Reserve Requirement, and any moneys in the Loan Agreement Reserve Account may, at the written direction of the Finance Authority, be applied to the Finance Authority Debt Service Account, applied to the prepayment of the Loan pursuant to Article VIII hereof, released to the Governmental Unit for the Project or used for any other purposes provided by law. If amounts in the Loan Agreement Reserve Account are released by the Finance Authority, the references in this Loan Agreement to the Loan Agreement Reserve Account and the Loan Agreement Reserve Requirement shall be of no further force and effect.

- (d) As a third charge and lien, but only on that portion of the Correctional Facility Gross Receipts Tax constituting the Excess Correctional Facility Revenues, if any, the Governmental Unit shall remit to the Finance Authority, and the Finance Authority shall transfer and deposit into the Mandatory Redemption Fund monthly from the Excess Correctional Facility Revenues of the Pledged Revenues, if any, which shall be held and administered by the Finance Authority and shall be used solely to make annual prepayments of principal pursuant to Article VIII hereof.
- (e) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental

Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute to the Governmental Unit for any purpose permitted by law.

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

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

Section 5.5 <u>Additional Parity Obligations</u>. 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 any of the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), it must be determined that:

- (a) The Governmental Unit is then current in all of the accumulations required to be made into the Finance Authority Debt Service Account and Loan Agreement Reserve Account as provided herein.
- (b) No default shall exist in connection with any of the covenants or requirements of the Ordinance or this Loan Agreement.
- (c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been

sufficient to pay an amount representing one hundred twenty-five percent (125%) of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

- (d) A written certification or opinion by the Governmental Unit's Treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.
- (e) 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 <u>Refunding Obligations</u>. 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 <u>Investment of Governmental Unit Funds</u>. Money on deposit in the Finance Authority Debt Service Account and the Mandatory Redemption Fund established by the Finance Authority for the Governmental Unit may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account and Loan Agreement Reserve 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 <u>Governmental Unit May Budget for Payments</u>. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI THE PROJECT

Section 6.1 <u>Agreement To Acquire the Project</u>. The Governmental Unit hereby agrees that to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general, do all things which may be requisite or proper to acquire the Project. The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed from the Program Account pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 <u>Disbursements From the Program Account</u>. 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 <u>Exhibit "C"</u> 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 <u>Completion of the Project</u>. Upon completion of the Project, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority and the Trustee 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 <u>Application of Loan Agreement Proceeds Subsequent to Completion of the Project.</u>
Upon completion of the acquisition 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 <u>Further Assurances and Corrective Instruments</u>. 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 <u>Finance Authority and Governmental Unit Representatives</u>. 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 <u>Requirements of Law.</u> 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 <u>First Lien; Equality of Liens</u>. 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 any 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 <u>Expeditious Completion</u>. The Governmental Unit shall complete the Project with all practical dispatch.

Section 7.6 <u>Bank Designation of Loan Agreement</u>. 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 <u>Optional Prepayment</u>. There is no option to prepay this Loan Agreement in whole or in part, except as described below.

Section 8.2 <u>Mandatory Prepayments</u>. On each Principal Payment Date, the Finance Authority shall apply all amounts then on deposit in the Mandatory Redemption Fund to prepay any of the Principal Component of this Loan Agreement in whole or in part. The Trustee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

Section 8.3 <u>Defeasance</u>. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit's payment obligations hereunder shall be terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Government Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make

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

ARTICLE IX INDEMNIFICATION

From and to the extent of the Pledged Revenues, to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and the Trustee harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence or other misconduct of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment thereof. The Governmental Unit shall indemnify and save the Finance Authority and the Trustee harmless, from and to the extent of 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 <u>Events of Default Defined</u>. 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 <u>Remedies on Default</u>. 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 <u>Limitations on Remedies</u>. 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 <u>Waivers of Events of Default</u>. 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 <u>No Additional Waiver Implied by One Waiver</u>. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

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

ARTICLE XI MISCELLANEOUS

Section 11.1 <u>Notices</u>. 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, Chaves County, P.O. Box 1817 (88202-1817), #1 St. Mary's Place, Roswell, New Mexico 88203, Attention: County Manager; 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, Bank of Albuquerque, N.A., 201 Third Street, N.W., Suite 1400, Albuquerque, New Mexico 87102, Attention: Trust Division. The Governmental Unit, 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 <u>Binding Effect</u>. 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 <u>Amendments</u>. 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 <u>No Liability of Individual Officers, Directors or Trustees</u>. 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 or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director, trustee or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 <u>Severability</u>. 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 <u>Execution in Counterparts</u>. 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 <u>Assignment by the Finance Authority</u>. 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 <u>Compliance with Governing Law</u>. 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 <u>Applicable Law</u>. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 <u>Captions</u>. 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)

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on February 22, 2013, has executed this Loan Agreement in its corporate name; 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: John Gasparich, Interim Chief Executive Officer
PREPARED FOR EXECUTION BY OFFICERS	
OF THE NEW MEXICO FINANCE AUTHORITY: Sutin, Thayer & Browne A Professional Corporat	tion
As Loan Counsel	
By: Rachel S. King	
APPROVED FOR EXECUTION BY OFFICERS OF	
THE NEW MEXICO FINANCE AUTHORITY:	

By:				

Daniel Opperman

General Counsel

CHAVES COUNTY, NEW MEXICO

[SEAL]	By:
	Greg Nibert, Chairman
	Board of County Commissioners
ATTEST:	
By:	
Dave Kunko, County Clerk	

2886-PP 34

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EXHIBIT "A"

TERM SHEET

New Mexico Finance Authority Loan No. 2886-PP

Governmental Unit:	Chaves County, New Mexico
Project Description:	Renovation and expansion of the Governmental Unit's Adult and Juvenile Detention Center facility
Loan Agreement	
Principal Amount:	\$5,602,241
Disadvantaged Funding Amount:	\$-0-
Pledged Revenues:	The revenues of the one-eighth of one percent (.125%) of Correctional Facility Gross Receipts Tax imposed pursuant to Section 7-20F-3, NMSA 1978, as amended, and most recently imposed by Ordinance No. O-082 passed and approved by the Governmental Unit on December 14, 2010, with an effective date of July 1, 2011.
Coverage Ratio:	125%
Distributing State Agency:	State Taxation and Revenue Department
Outstanding Parity Obligations: None	

Additional Parity Bonds Test:	125%
Authorizing Legislation:	Ordinance No adopted on April 18, 2013 and Supplemental Resolution No adopted May 23, 2013
Closing Date:	June 7, 2013
Blended Interest Rate:	2.341358%
Program Account Deposit:	\$5,000,000
Loan Agreement Reserve	
Account Deposit:	\$560,224.10
Processing Fee:	\$42,016.81
Finance Authority Debt Service Account	
Deposit:	\$0.09
First Interest Payment Date:	November 1, 2013
First Principal Payment Date:	May 1, 2014
Final Payment Date:	May 1, 2023

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

EXHIBIT "B"

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE:	\$5,602,241 Loan Agreement by and between Chav Finance Authority (the "Loan Agreement").	es County, New Mexico, and the New Mexico
TO:	Bank of Albuquerque, N.A.	
	c/o New Mexico Finance Authority	
	207 Shelby Street	
	Santa Fe, New Mexico 87501	
	Attention: Accounting	
Detenti	re hereby authorized to disburse from the Program tion Center Loan), with regard to the above-reference ce Authority LOAN NO.: 2886-PP	
REQUIS	ISITION NUMBER:	
NAME	AND ADDRESS OF PAYEE:	
AMOUI	JNT 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 – Chaves County, New Mexico (2013 Detention Center Loan).
All representations contained in the Loan Agreement and the related closing documents remain true and correct and Chaves 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, Chaves County, New Mexico shall and understands its obligation to complete the acquisition of the Project from other legally available funds.
Capitalized terms used herein, are used as defined or used in the Loan Agreement.
DATED: By: Authorized Officer
Title:

(Print Name and Title)

INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into this June 7, 2013, 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 CHAVES COUNTY, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the "Governmental Unit").

WITNESSETH:

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 renovation and expansion of the Governmental Unit's Adult and Juvenile Detention Center facility (the "Project") for use by 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 \$5,602,241 from the Program for the purpose of financing the acquisition of the Project (the "Loan"), which Loan is to be governed by this Intercept Agreement and by the Loan Agreement, respectively; and

WHEREAS, the Act confers upon the Finance Authority the authority to loan funds to the Governmental Unit to finance the Project, and Section 7-1-6.15, NMSA 1978, as amended, authorizes the Governmental Unit to direct that its distribution of the one-eighth of one percent (.125%) of its Correctional Facility Gross Receipts Tax pursuant to Section 7-20F-3, NMSA 1978 (the "Pledged Revenues"), from the State Taxation and Revenue Department (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. <u>Authorization to the Finance Authority</u>. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$5,602,241 to finance the acquisition of the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan, all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit and all amounts, if any, to be deposited in the Mandatory Redemption Fund shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from Pledged Revenues including all Excess Correctional Facility 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 <u>Exhibit "A"</u> (the "Intercept Schedule").

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 both monthly and annual distributions of the Pledged Revenues pursuant to Sections 7-1-6.13

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and 6-1-6.15, NMSA 1978, as amended, to ensure 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. Except for the Excess Correctional Facility Revenues, 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. The Excess Correctional Facility Revenues shall be paid by the Distributing State Agency to the Finance Authority for deposit in the Mandatory Redemption Fund for the benefit of the Governmental Unit.

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. <u>Term; Amendments</u>. 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. <u>Authorization</u>. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Ordinance No. _____ passed and adopted on April 18, 2013, as supplemented by Supplemental Resolution No. _____ adopted May 23, 2013, by the Governing Body of the Governmental Unit, which Ordinance is in full force and effect on the date hereof.

Section 4. <u>Severability of Invalid Provisions</u>. 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

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separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 5. <u>Counterparts</u>. 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. <u>Further Authorization</u>. 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. <u>Effective Date</u>. This Intercept Agreement shall take effect on the Closing Date of the Loan.

Section 8. <u>Initial Intercept Date</u>. As indicated on the Intercept Schedule, the first distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consists of Pledged Revenues due to the Governmental Unit distributed in August 2013.

Section 9. <u>Final Intercept Date</u>. Once the Loan has been fully paid off and satisfied, the 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 intentionally left 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
	D
	Ву:
	John Gasparich, Interim Chief Executive Officer
	CHAVES COUNTY, NEW MEXICO
	Ву:
	Greg Nibert, Chairman
	Board of County Commissioners
SEAL)	
Attest:	
Ву:	
Dave Kunko, County Clerk	

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Acknowledged:
By:
State Taxation and Revenue Department
Date:
2679724

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EXHIBIT "A"

INTERCEPT SCHEDULE

CHAVES COUNTY, NEW MEXICO

Month	Pledged Revenues	Amount
Monthly, beginning August 2013, through May, 2023	The distribution of the revenues of the one-eighth of one percent (.125%) of Correctional Facility Gross Receipts Tax, enacted pursuant to Section 7-20F-3, NMSA 1978, as amended, and Ordinance No. O-082 passed and approved by the Governmental Unit on December 14, 2010, with an effective date of July 1, 2011	\$10,090

Chaves County Clerk's Office

Dave Kunko

#1 St. Mary's Place PO Box 580 Roswell, NM 88203 Phone: 575-624-6614 Fax: 575-624-6523

Email: coclerk@co.chaves.nm.us



COMMISSIONERS

James W. Duffey

Kim Chesser • District 2
nilev" Wooton • District 3

Kyle D. "Smiley" Wooton Robert B. Corn

District 4

District 1

Greg Nibert

District 5

Chaves County Clerk Summary Report -		
02/01/2013-02/28/2013		
CLERK FEES (EQUIPMENT)	\$ \$	6,363.00 17,172.94
LIQUOR LICENSE CHILDREN'S TRUST FUND	\$ \$	885.00
PROBATE	\$ \$	488.15
PHOTOCOPIES GOVT GROSS RECEIPTS TAX	\$	1,418.75 116.94
TOTAL AMOUNT:	\$	26,444.78
TOTAL DOCUMENTS FILED		745
NEW MARRIAGE LICENSES		59
NEW PROBATES NEW SURVEYS		1 4
NEW PLATS		4

Chaves County Clerk's Office

Dave Kunko

#1 St. Mary's Place PO Box 580 Roswell, NM 88203 Phone: 575-624-6614 Fax: 575-624-6523

Email: coclerk@co.chaves.nm.us



COMMISSIONERS

James W. Duffey

Kim Chesser

Kyle D. "Smiley" Wooton Robert B. Corn

District 4

District 1

District 2

District 3

Greg Nibert • District 5

Summary Report		
04 /04 /0040 04 /04 /004	_	
01/01/2013-01/31/201	3	
CLERK FEES (EQUIPMENT)	\$	7,784.00
GEN CLERK'S FEES	\$	19,975.41
LIQUOR LICENSE	\$	-
CHILDREN'S TRUST FUND	\$	645.00
PROBATE	\$	348.65
PHOTOCOPIES	\$	1,006.00
GOVT GROSS RECEIPTS TAX	\$	68.12
TOTAL AMOUNT:	\$	29,827.18
TOTAL DOCUMENTS FILED		710
NEW MARRIAGE LICENSES		43
NEW MARKIAGE LICENSES NEW PROBATES		8
NEW SURVEYS		5
NEW PLATS		2

CHAVES COUNTY ROAD DEPARTMENT

1505 East Brasher Road Roswell, New Mexico 88203

Phone: 575-624-6610 Fax: 575-627-4360

Road Operations Director Terry Allensworth



COMMISSIONERS

James W. Duffey · District 1

Kim Chesser · District 2

Kyle D. "Smiley" Wooton · District 3

Robert Corn · District 4

Greg Nibert · District 5

County Manager Stanton L. Riggs

February 2013

P		
MAN-HOURS	7,346.00	
MANPOWER COST		\$207,344.20
MAN-HOURS ON ROAD PROJECTS	5,665.25	
MANPOWER COST ON ROAD PROJECTS		\$163, 44 0.06
MILES BLADED	153.21	
MILES MOWED	0.00	
VEHICLE MILEAGE and OFF-ROAD HOURS	5,158.40	
VEHICLE AND EQUIPMENT COSTS		\$118,115.50
GALLONS WATER HAULED COST OF CITY WATER COST OF PRIVATE BILLED WATER	441,000.00	\$367.54 \$1,258.87
MATERIAL HAULED (cubic yards) CHIPS USED ON ROAD PROJECTS BASE COURSE USED ON ROAD PROJECTS COLD MIX USED ON ROAD PROJECTS FINES USED ON ROAD PROJECTS MILLINGS PIT RUN USED ON ROAD PROJECTS RIP RAP USED ON ROAD PROJECTS	0.00 2,530.00 0.00 0.00 0.00 1,070.00 30.00	\$0.00 \$8,450.20 \$0.00 \$0.00 \$0.00 \$6,420.00 \$600.00
ROAD OIL PRIMER CHFRS-2P DEMURRAGE		\$0.00 \$0.00 \$0.00 \$0.00
GAS (gallons) DIESEL (gallons) GAS - Dunken (gallons) DIESEL - Dunken (gallons)	2270.90 10101.80 92.40 345.30	\$6,769.01 \$32,791.23 \$270.54 \$1,118.32
COST OF ROADWORK		\$339,601.27
COST OF SOLID WASTE		\$12,580.78
1		

TERRY ALLENSWORTH

ROAD OPERATIONS DIRECTOR

Work Date	Hours Worked	Travel/ Moving/	Hours Blading	Vector Hours -	Vector Hours - County	Miles Bladed	Miles Mowed	Employee Cost	Materiai Cost	Equipment Cost	Total Cost
02/04/2013	0	Down 3	7	0	0	1.8	0	\$315.50	\$0.00	\$223.35	\$538.85
02/04/2013	9	1	0	0	0	0	0		\$17.50	\$180.00	\$411.50
02/04/2013	9.5	0.5	0	D	0	0	0	\$257.70	\$0.00	\$1,179.85	\$1,437.35
02/04/2013	9.5	0.5	0	0	0	0	0	\$256.20	\$280.00	\$408.50	\$924.70
02/04/2013	10	0	0	0	0	0	0	\$322.00	\$0.00	\$32.50	\$354.50
02/04/2013	7	3	0	0	0	0	0	\$240.90	\$33.40	\$263.20	\$537.50
02/04/2013	0	4	6	. 0		1.9	0	\$280.80	\$0.00	\$268.90	\$549.70
02/04/2013	9.5	0.5	0	0		0	0		\$68.80	\$357.20	\$851.20
02/04/2013	8,	2	0	0		0	0		\$88.80	\$445.50	\$781.10
02/04/2013	5.5	5	0	0		0	0		\$0.00	\$64.00	\$381.57
02/04/2013	0		6	0		3	0		\$0.00	\$236.10	\$530.30
02/04/2013	6	4.5	0			0	0		\$0.00	\$24.00	\$359.79
02/04/2013	5.5	4.5	0			0	0		\$0,00	\$180.90	\$379.60
02/04/2013	0	3	7	0		2.5	0		\$0.00	\$269.20	\$523.80
02/04/2013	10	0	0			0	0	\$80.00	\$0.00	\$0.00	\$80.00
02/04/2013	0	3	7	0		0.8	0		\$0.00	\$283.40	\$569.50
02/04/2013	9.5	0.5	0	0		0	· · · · · ·	\$225.80	\$96.36	\$448.40	\$770.56
02/04/2013	9,5	0.5	0		0	0	0	\$295.80 \$234.00	\$88.80	\$357.20 \$137.25	\$719.80
02/04/2013	9.5		0	0	0	0	0		\$14.00		\$385.25
02/04/2013	9.5	0.5	0	0	0	0	0	\$248,20 \$275,90	\$0.00 \$88.80	\$76.00 \$445,50	\$324.20 \$788.20
02/04/2013	9	2	8	0	0	2	0	\$275.90	\$0.00	\$445,50 \$263,90	\$598.80
02/04/2013	1	1.5	7.5	0	0	1.8	0		\$0.00	\$258.85	\$584.75
02/04/2013	5,5	4.5	7.5	0	0	1.0	0		\$0.00	\$254.50	\$473.30
02/04/2013	10	4.5	0	0	0	0	0	7-1	\$68.80	\$376.00	\$752.10
02/04/2013	60	0	0.	0	0	0	Ö	\$2,118.90	\$0.00	\$277.00	\$2,395.90
02/04/2013	80	0	0	0	0	0	0	\$1,811.00	\$0.00	\$125.50	\$1,938.50
02/05/2013	0	2.5	7.5	0	0	1.8	0	\$315.50	\$0.00	\$223.35	\$538,85
02/05/2013	9	1	0	0	0	0	0	\$234.00	\$17.50	\$160.00	\$411.50
02/05/2013	9.5	0.5	0	0	O	0	0	\$257.70	\$0.00	\$572.85	\$830.55
02/05/2013	10	0	0	0	0	D	0	\$322.00	\$0.00	\$32.50	\$354.50
02/05/2013	0	3	7	0	0	2.6	0	\$280.80	\$0,00	\$228.30	\$509.10
02/05/2013	9.5	0.5	0	0	0	Ö,	0	\$227.20	\$66,80	\$357.20	\$651.20
02/05/2013	7.5	2.5	0	0	0	0	0	\$288.80	\$0.00	\$420.75	\$689.55
02/05/2013	5.5	5	0	0	0	0	0	\$297.57	\$0.00	\$72.00	\$389.57
02/05/2013	0	4	6	0	0	2.5	0	\$294.20	\$0.00	\$238.10	\$530.30
02/05/2013	6	4.5	0	0	0	0	0	\$335.79	\$0.00	\$72.00	\$407.79
02/05/2013	5.5	4.5	0	0	0	0	0	\$198.70	\$0.00	\$108.80	\$305.50
02/05/2013	0	2.5	3	0	0	0	0	\$139.92	\$0.00	\$120.30	\$260.22
02/05/2013	10	0	0	0	0	0	0	\$80.00	\$0.00	\$0.00	\$60.00
02/05/2013	0	3	7	0	0	0.6	0	\$286.10	\$0.00	\$276.30	\$582.40
02/05/2013	9.5	0.5	0	0	0	0	0	\$225.80	\$50.92	\$448.40	\$725,12
02/05/2013	9.5	0,5	0	0	0	0	0	\$295.80	\$66.80	\$357.20	\$719.80
02/05/2013	9	1	0	0	0	0	0	\$234.00	\$7.00	\$137.25	\$378.25
02/05/2013	0	4	6	0	0	0.1	0	\$298.80	\$0,00	\$258.15	\$554.95
02/05/2013	9.5	0.5	0	0	0	0	0	\$256.20	\$233.40	\$408.50	\$898.10
02/05/2013	9.5	0,5	0	0	. 0	0	0	\$248,20	\$0.00	\$76.00	\$324.20
02/05/2013	0	2	В	0		2	0		\$0.00	\$299.40	\$634.10
02/05/2013	9	1	0	0	0	0	0	\$275.90	\$0.00	\$445.50	\$721.40
02/05/2013	8	2	8	0	0	0.8	0		\$0.00	\$255.40	\$581.30
02/05/2013	4.5	5.5	0	0	0	0	0	\$309.30 \$218.80	\$0.00 \$0.00	\$484.10	\$773.40
02/05/2013	10	0.5	0	0	0	0	0	\$309.30	\$0.00	\$175.30 \$5.10	\$394.10 \$314.40
02/05/2013	60	0	0	0	0	0	0	\$1,811.00	\$0.00	\$125,50	\$1,936.50
02/05/2013	58.5	0	0	0	0	0	0	\$1,993.54	\$0.00	\$125.50	\$2,244.54
02/06/2013	60	0	0	0	0	0	0	\$2,002.70	\$0.00	\$270.50	\$2,273.20
02/08/2013	5	5	0	0	0	0	0	\$218.80	\$0.00	\$177.85	\$396.65
02/08/2013	57.5	0	0	0	0	0	0	\$1,738.80	\$0.00	\$125.50	\$1,864.10
02/06/2013	57.5	0	0	0	0	0	0	\$154.85	\$0.00	\$156.00	\$310.65
02/08/2013	5	0	0	0	0	ol	0	\$154.65	\$33.40	\$188.00	\$376.05
02/06/2013	7	3	0	0	0	0	0	\$325,90	\$100.20	\$495.00	\$921.10
02/08/2013	8	2	0	0	0	0	0	\$309.30	\$0.00	\$464.10	\$773.40
02/08/2013	0	3	7	0	0	1.5	0	\$334.70	\$0.00	\$271.60	\$808.30
02/08/2013	9.5	0.5	0	0	0	0	0	\$248.20	\$0.00	\$76.00	\$324.20
02/06/2013	0	3	7	0	0	0	0	\$298.80	\$0.00	\$291.65	\$590.45
02/08/2013	2	1.5	0	0	0	0	0	\$103.53	\$33.40	\$75.20	\$212.13
02/08/2013	9	1	0	0	0	0	0	\$234.00	\$7.00	\$137.25	\$378.25
02/06/2013	7	2	0	D	0	0	0	\$259.58	\$0.00	\$89.25	\$348.81
02/06/2013	9.5	0.5	0	0	0	0	0	\$225.80	\$50.92	\$448.40	\$725.12
02/06/2013	8.5	0	0	0	0	0	0	\$192.27	\$0.00	\$0.00	\$192.27
02/06/2013	8	2	0	0	0	0	0	\$234.00	\$33.40	\$357.20	\$624.60
02/06/2013	4	1.5	0	0	0	0	- 0	\$147.84	\$0.00	\$247.50	\$395.34
02/00/2013											

Work Date	Hours Worked	Travel/ Moving/ Down	Hours Blading	Vector Hours -	Vector Hours - County	Miles Bladed	Miles Mowed	Employee Cost	Material Cost	Equipment Cost	
02/06/2013	0		6	0	0	2.5	0	\$294.20	\$0.00	\$238.10	\$530.30
02/08/2013	6	4.5	0	0	. 0	0	0	\$335.79	\$0.00	\$72.00	\$407.79
02/06/2013	5.5		0		0	0	0	\$198.70	\$0.00	\$105.15	\$303.85
02/06/2013	0				0	2.75	0	\$254.40	\$0.00	\$262,30	\$518.70
02/06/2013	7	0			0	0	0	\$58.00	\$0.00	\$0.00	\$58.00
02/08/2013	0			0	0	0.4	0	\$286.10	\$0.00	\$265.65	\$551.75
02/08/2013	9.5				0	0	0	\$256.20	\$66.80	\$357.20	\$680,20
02/06/2013	9.5		6.5		0	2.4	0	\$280.80	\$0.00	\$195.35	\$476.15
02/06/2013	9.5		0		0	0	0	\$227.20 \$234.00	\$68.80 \$3.50	\$357.20 \$160.00	\$651.20 \$397.50
02/06/2013	9.5				0	0	0	\$257.70	\$0.00	\$572.85	\$830.55
02/08/2013	8.5	-	0		0	0	0.	\$211.80	\$33.40	\$319.60	\$584.80
02/08/2013	10				0	0	0	\$322.00	\$0.00	\$32.50	\$354.50
02/08/2013	0	3.5	6.5	0	0	1.3	0	\$315.50	\$0.00	\$187.85	\$503.35
02/07/2013	0	3	7	0	0	2	0	\$315.50	\$0.00	\$223.35	\$538.85
02/07/2013	10	0	0	0	0	0	0	\$322.00	\$0.00	\$32.50	\$354.50
02/07/2013	9		0		0	0	0	\$211.80	\$33.40	\$338.40	\$583.60
02/07/2013	9		0		0	0	0	\$257.70	\$0.00	\$498.80	\$754.50
02/07/2013	1.5	0.5	0		0	0	0	\$51.54	\$0.00	\$74.25	\$125.79
02/07/2013	7		0		0	0	0	\$234.00	\$10.50	\$126.00	\$372.50
02/07/2013	9		0		0	0	. 0	\$227.20	\$86.80	\$338.40	\$832.40
02/07/2013	9		6	0	0	2	0	\$280,80	\$0.00	\$195.35	\$478.15
02/07/2013	0		8.5	0	0	0.3	0	\$256.20 \$286.10	\$86.80 \$0.00	\$338.40 \$240.80	\$681.40 \$526.90
02/07/2013	8		0.5	0	0	0.5	0	\$84.00	\$0.00	\$0.00	\$84.00
02/07/2013	0		7.5	0	0	2.5	0	\$254.40	\$0.00	\$262.30	\$518.70
02/07/2013	4	6	0	0	0	0	0	\$198.70	\$0.00	\$134.40	\$333.10
02/07/2013	5.5	5	0	0	0	0	0	\$335.79	\$0.00	\$212.50	\$548.29
02/07/2013	0	4	6	0	0	3	0	\$294.20	\$0.00	\$232.25	\$526.45
02/07/2013	4	6.5	0	0	0	0	0	\$297.57	\$0.00	\$80.00	\$357.57
02/07/2013	8	2	D	0	0	0	0	\$268.80	\$0.00	\$445.50	\$714.30
02/07/2013	7.5	2.5	0	. 0	0	0		\$234.00	\$33.40	\$338.40	\$605.80
02/07/2013	9	1	0	0	0	0	0	\$225.80	\$5.48	\$424.80	\$656,08
02/07/2013	8		0		0	0	0	\$273.98	\$0.00	\$410.40	\$684.38
02/07/2013	7.5	2.5	0	0	0	0	0	\$234.00	\$7.00	\$114.38	\$355.38
02/07/2013	8 0		8	0	0	0,03	0	\$295.80	\$233.40	\$300.80	\$830.00
02/07/2013	9		0	0	0	0.03	0	\$298.80 \$248.20	\$0.00 \$0.00	\$256.15 \$72.00	\$554.95 \$320.20
02/07/2013	0		7	o	0	2.5	0	\$334.70	\$0.00	\$228.40	\$563.10
02/07/2013	0		6	0	0	0.9	0	\$277.02	\$0.00	\$228.80	\$503.82
02/07/2013	8	2	0	0	0	0	D	\$309,30	\$0.00	\$464.10	\$773.40
02/07/2013	9.5	0.5	0	0	0	0	0	\$309.30	\$0.00	\$260.00	\$569.30
02/07/2013	60	0	0	. 0	0	0	0	\$1,811.00	\$0.00	\$125.50	\$1,936.50
02/07/2013	5	5	0	0	0	0	0	\$218.80	\$0.00	\$135.70	\$354.50
02/07/2013	70	0	0	0	0	0	0	\$2,412.00	\$0.00	\$328.00	\$2,740.00
02/09/2013	2	0	. 0	0	0	0	0	\$97.62	\$0.00	\$16.00	\$113.82
02/11/2013	8	0	0	0	0	0		\$206.16	\$0.00	\$1,212.00	\$1,418.16
02/11/2013	9	1	0	0	0	0	0	\$234.00	\$17.50	\$160.00	\$411.50
02/11/2013	9.5	0.5 3.5	6.5	0	0	2.7	0	\$256.20	\$66.80	\$357.20	\$680.20
02/11/2013	9.5	0.5	0.0	0	0	0	0	\$280.80 \$227.20	\$0.00 \$66.80	\$230.85	\$511.85
02/11/2013	9.5	10	0	0	0	0	0	\$322,00	\$0.00	\$357,20 \$75.35	\$851.20 \$397.35
02/11/2013	0	4.5	5.5	0	0	1.5	0	\$315.50	\$0.00	\$223.35	\$538,85
02/11/2013	9	1	0.0	0	0	0	0	\$309.30	\$3.50	\$137.25	\$450.05
02/11/2013	0	1.5	8.5	0	0	1.86	0	\$325.90	\$0.00	\$294.35	\$620.25
02/11/2013	9	1	0	0	0	0	0	\$275.90	\$3,50	\$144.00	\$423.40
02/11/2013	0	2	8	0	0	3	0	\$334.70	\$0.00	\$283.90	\$598.60
02/11/2013	9.5	0.5	0	0	0	0	0	\$295.80	\$66.80	\$357.20	\$719.80
02/11/2013	9.5	0.5	0	0	0	0	0	\$225.80	\$32.55	\$152,00	\$410.35
02/11/2013	8	2	0	0	0	0	0	\$234.00	\$66.80	\$357.20	\$858.00
02/11/2013	8.5	1.5	0	0	0	0	0	\$268.80	\$0.00	\$470.25	\$739.05
02/11/2013	4	6.5	0	0	0	0	0	\$297.57	\$0.00	\$48.00	\$345.57
02/11/2013	0	3.5	8.5	0	0	3.5	0	\$294.20	\$0.00	\$267.75	\$561.95
02/11/2013	0	2	8	0	0	2.5	0	\$254.40	\$0.00	\$262.30	\$516.70
02/11/2013	70	3	7	0	0	0.2	0	\$286.10	\$0.00	\$279.85	\$585.95
02/11/2013	5.5	4.5	0	0	0	0	0	\$2,412.00 \$218.80	\$0.00	\$328.00	\$2,740.00
02/11/2013	80	4.5	0	0	0	0	0	\$1,811.00	\$0.00	\$98.10 \$125.50	\$314.90 \$1,938.50
02/11/2013	9	1	0	0	0	0	0	\$309.30	\$66.80	\$338.40	\$7,936.50
02/12/2013	7.5	2.5	0	0	0	0	0	\$240.90	\$167.00	\$357.20	\$765.10
02/12/2013	0	4	6	0	o	2	0	\$280.80	\$0.00	\$233.40	\$514.20
02/12/2013	9.5	0.5	0	0	0	0	0	\$256.20	\$167.00	\$357.20	\$780.40
02/12/2013	10	0	0	0	0	0	0	\$322.00	\$0.00	\$6.90	\$328.90
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Work Date	Hours Worked	Travel/ Moving/ Down		Vector Hours - City	Vector Hours - County	Miles Bladed	Miles Mowed	Employee Cost	Material Cost	Equipment Cost	Total Cost
02/12/2013	9.5		0	0	0	0	0	\$227.20	\$167.00	\$357.20	\$751.40
02/12/2013	7.5	2,5	0	0	0	0	0	\$268.80	\$0.00	\$398.00	\$864.80
02/12/2013	4.5	6				0	0		\$0.00	\$72.00	\$369.57
02/12/2013	0		6.5	0	0	3.5	0	7	\$0.00	\$273.85	\$568.05
02/12/2013	5.5					0	0	. , , , , , , , ,	\$0.00	\$20.40	\$219.10
02/12/2013	. 0		7	0		2	0		\$0.00	\$226.80	\$481.20
02/12/2013	0		7	0		0.5	0		\$0.00	\$265.65	\$551.75
02/12/2013	7.5	2.5	0			0	0		\$5.48	\$354.00	\$585.28
02/12/2013 02/12/2013	8.5 7.5	3.5 2.5	0			0	0		\$0,00 \$3,50	\$152.00	\$447.80 \$463.00
02/12/2013	9		0			0	0	1	\$119.70	\$144.00 \$180.00	\$513.70
02/12/2013	9		0			0	0	· · · · · · · · · · · · · · · · · · ·	\$7.00	\$137.25	\$378.25
02/12/2013	8		0			0	0		\$167.00	\$338.40	\$739.40
02/12/2013	0		6	0		0.04	0	\$298.80	\$0.00	\$256.15	\$554.95
02/12/2013	0	4	8	0	Ö	0,5	0	\$325.90	\$0.00	\$228.40	\$554.30
02/12/2013	9.5	0.5	0	0	0	0.	0	\$248.20	\$0.00	\$76.00	\$324.20
02/12/2013	9	1	0	0	0	0	0	\$275.90	\$0.00	\$445.50	\$721.40
02/12/2013	0	2	8	0	0	2.5	0	\$334.70	\$0.00	\$228.40	\$563.10
02/12/2013	0	2	8	0	0	1	0	\$325.90	\$0.00	\$228.80	\$552.70
02/12/2013	8	2	0	0	0	0	0	\$309.30	\$0.00	\$464.10	\$773.40
02/12/2013	5.5	4.5	0	0	0	0	0	\$218.80	\$33.40	\$290.50	\$542.70
02/12/2013	9		. 0	0	0	0	0	\$309.30	\$167.00	\$338,40	\$814.70
02/12/2013	70			0	0	0	0	\$2,412.00	\$0.00	\$328.00	\$2,740.00
02/12/2013	50	0		0	0	0	0	\$1,485.80	\$0.00	\$125.50	\$1,811.10
02/13/2013	57	0	0	0	0	0	0	\$1,724.12	\$0.00	\$125.50	\$1,849.62
02/13/2013	60		0	0	0	0	0	\$2,039.00	\$0.00	\$251.00	\$2,290.00
02/13/2013	10	0	0	0	D	0	0	\$309.30	\$0.00	\$7.70	\$317.00
02/13/2013	8		0	0	0	0	0	\$309.30	\$240.00	\$464.10	\$1,013.40
02/13/2013	5		0	0	0	0.	0	\$218.80	\$0.00	\$180.30	\$399.10
02/13/2013	0		9	0	0	0.3	0	\$325.90	\$0.00	\$255.40	\$581.30
02/13/2013	9	2	8	0	0	3	0	\$334.70	\$0.00	\$283.90	\$598.80
02/13/2013	9.5	0.5	0	0	0	0	0	\$275.90 \$248.20	\$240.00 \$0.00	\$445.50 \$76.00	\$981.40 \$324.20
02/13/2013	0.5	2	8	0	0	0.5	0	\$325.90	\$0.00	\$299.40	\$625.30
02/13/2013	5.5	0	0	0	0	0.0	0	\$44.00	\$0.00	\$0.00	\$44.00
02/13/2013	0	4	6	0	ol	0.04	0	\$298.80	\$0.00	\$256.15	\$554.95
02/13/2013	8	2	0	0	0	0	0	\$234.00	\$167.00	\$357.20	\$758.20
02/13/2013	9	1	0	0	0	0	0	\$234.00	\$7.00	\$137.25	\$378.25
02/13/2013	9	1	0	0	0	0	0	\$234.00	\$61.80	\$180.00	\$455.60
02/13/2013	9.5	0.5	0	0	0	0	0	\$257.70	\$0.00	\$441.75	\$899.45
02/13/2013	10	0	0	0	0	0	0	\$211.80	\$0.00	\$548.00	\$757.80
02/13/2013	7.5	2.5		0	0	0	0	\$315.50	\$81.80	\$144.00	\$521.10
02/13/2013	6.5	3.5	0	0	0	0	0	\$295.80	\$0.00	\$119.30	\$415.10
02/13/2013	9.5	0.5	0	D	0	0	0	\$225.80	\$50.92	\$448.40	\$725.12
02/13/2013	6.5	2	0	0	0	0	0	\$245.14	\$0.00	\$146.25	\$391.39
02/13/2013	0	3	7	0	0	0,6	0	\$288.10	\$0.00	\$278.30	\$562.40
02/13/2013	0	2	8	0	0	2.25	0	\$254.40	\$0.00	\$262,30	\$518.70
02/13/2013	5.5 8.5	4.5 2	0	0	0	0	0	\$198.70	\$0.00	\$20.40	\$219.10
02/13/2013	0.5	3.5	6.5	0	0	3.5	0	\$335.79 \$294.20	\$0.00	\$80.00 \$232.25	\$415.79 \$528.45
02/13/2013	8.5	3.5 4.5	0.5	0	0	3,5	0	\$311.74	\$0.00	\$76.00	\$387.74
02/13/2013	9.5	0.5	0	0	0	0	0	\$288.80	\$240.00	\$470.25	\$979.05
02/13/2013	9.5	0.5	0	0	0	0	0	\$227.20	\$167.00	\$357.20	\$751.40
02/13/2013	9	1	0	0	0	0	0	\$322.00	\$0.00	\$8.90	\$328.90
02/13/2013	9.5	0.5	0	0	0	0	0	\$256.20	\$187.00	\$357.20	\$780.40
02/13/2013	0	3.5	6.5	0	0	2.3	O	\$280.80	\$0.00	\$230.85	\$511.85
02/13/2013	8	2	0	0	0	0	0	\$240.90	\$167.00	\$357.20	\$765.10
02/14/2013	0	3.5	6.5	0	0	1.7	0	\$280.80	\$0.00	\$230.85	\$511.65
02/14/2013	9.5	0.5	0	0	0	0	0	\$256.20	\$167.00	\$357.20	\$780.40
02/14/2013	9	1	0	0	0	0	0	\$322.00	\$0.00	\$290.90	\$812.90
02/14/2013	9.5	0.5	0	0	0	0	0	\$227.20	\$167.00	\$357.20	\$751.40
02/14/2013	8.5	1.5	0	0	0	0	0	\$268.80	\$0.00	\$470.25	\$739.05
02/14/2013	0	3.5	6.5	0	0	3	0	\$294.20	\$0.00	\$287.75	\$581.95
02/14/2013	5.5	4.5	0	0	0	0	0	\$198.70	\$0.00	\$20.40	\$219.10
02/14/2013	0	2	8	0	0	2	0	\$254.40	\$0.00	\$228.80	\$481.20
02/14/2013	0	4	6	0	0	1.8	0	\$288.10	\$0.00	\$315.15	\$801.25
02/14/2013	6.5	2	0	0	0	0	0	\$245.14	\$0.00	\$84.00	\$329.14
02/14/2013	9.5	0.5	0	0	0	0	0	\$225.80	\$96.38	\$448.40	\$770.58
02/14/2013	6.5	3.5	0	0	0	0	0	\$295.80	\$0.00	\$119.30	\$415.10
02/14/2013	7.5	2.5	0	0	0	0	0	\$315.50	\$90.65	\$144.00	\$550.15
02/14/2013	9.5	0.5	0	0	0	0	0	\$257.70	\$3.50	\$152.00	\$413.20
02/14/2013 02/14/2013	9 8	1 2	0	0	0	0	0	\$234.00 \$234.00	\$90.85 \$133.60	\$160.00 \$319.60	\$484.65
	0		U	U	U	U	U	φε.34.UU	φ133.0U	\$318.0U	\$687.20

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Work Date	Hours Worked	Down		City	Vector Hours - County	Miles Bladed		Employee Cost	Material Cost	Cost	lotal Cosi
02/14/2013	0			0	0	0.03	0	\$298.80	\$0.00	\$258.15	\$554.95
02/14/2013	2		6				0	\$325.90	\$0.00	\$228.40	\$554.30
02/14/2013	9.5		0			0	0	\$248.20	\$0.00	\$78.00	\$324.20
02/14/2013	0				0	1	0	\$275.90 \$334.70	\$0.00 \$0.00	\$396.00 \$263.90	\$871.90
02/14/2013	0		9		0		0		\$0.00	\$203.90	\$598.60 \$545.80
02/14/2013	5	5	 		0	0		\$218.80	\$0.00	\$180.30	\$399.10
02/14/2013	9						0	\$309.30	\$148.75	\$144.88	\$602.92
02/14/2013	70				0	0	0		\$0.00	\$328.00	\$2,740.00
02/14/2013	7	1	0	0	0	0	0	\$247.44	\$167.00	\$263,20	\$677.64
02/14/2013	50	. 0	0	0	0	0	0	\$1,528.60	\$0.00	\$125.50	\$1,852.10
02/15/2013	2.5					0	0	\$52,95	\$0.00	\$0.00	\$52.95
02/15/2013	1.5						0	\$94.65	\$0.00	\$56.40	\$151.05
02/16/2013	3						0	\$97.62	\$0.00	\$24.00	\$121.62
02/19/2013	8				0		0	\$234.00	\$38.05	\$144.00	\$414.05
02/19/2013	9.5		0		0		. 0	\$257.70	\$30.90	\$448.40	\$737.00
02/19/2013	9.5		8	0	0	1.5	0	\$315.50 \$225.80	\$0.00	\$255.40	\$570,90
02/19/2013	0		8		0	2.6	0	\$288.10	\$5,48 \$0.00	\$448.40 \$315.55	\$679.68 \$801.65
02/19/2013	4	3	3	0	0	1	0	\$254.40	\$0.00	\$127.20	\$381.80
02/19/2013	7.5		0		0	0	0	\$198.70	\$86.80	\$470.25	\$735.75
02/19/2013	9		0		0	0	0	\$335.79	\$0.00	\$90.00	\$425.79
02/19/2013	0	3.5	8.5	0	0	3.5	0	\$294.20	\$0.00	\$267.75	\$561.95
02/19/2013	8.5	1.5	0	0	0	0	0	\$268.80	\$0.00	\$470.25	\$739.05
02/19/2013	9.5	0.5	0	0	0	0	0	\$227.20	\$0.00	\$357.20	\$584.40
02/19/2013		2	0		0	0	0	\$322.00	\$0.00	\$184.40	\$508.40
02/19/2013	6.5	3.5	0		0	0	0	\$256.20	\$0.00	\$244.40	\$500.80
02/19/2013	0		8.5	0	0	2.3	0	\$280.80	\$0.00	\$230.85	\$511.65
02/19/2013	5.5	4.5	0		0	0	0	\$240,90	\$0.00	\$48.60	\$289,50
02/19/2013	9 50		0		0		0	\$295.80	\$0.00	\$357.20	\$853.00
02/19/2013	60	0	0.		0	0	0	\$1,521.40 \$2,046,90	\$0.00	\$125.50	\$1,848.90
02/19/2013	7	3	0		0	0	0	\$309.30	\$0.00 \$0.00	\$248.00 \$416.00	\$2,294,90 \$725.30
02/19/2013	9	1	0		Ö	0	0	\$309.30	\$0.00	\$484.10	\$773.40
02/19/2013	7.5	2.5	0	0	o	0	0	\$218.80	\$0.00	\$282,00	\$500.80
02/19/2013	0		8.5	0	0	0.5	0	\$325,90	\$0.00	\$223.35	\$549.25
02/19/2013	2	5	3	0	0	0	0	\$334.70	\$0.00	\$205.65	\$540.35
02/19/2013	9	1	0	0	0	0	0	\$275.90	\$0.00	\$445.50	\$721.40
02/19/2013	9.5	0.5	0	0	0	0	0	\$248.20	\$0.00	\$78.00	\$324.20
02/19/2013	3	7	0	0	0	0	0	\$325.90	\$0.00	\$23.10	\$349.00
02/19/2013	0	3	7	0	0	0	0	\$298,80	\$0.00	\$256.15	\$554.95
02/19/2013	9	1	0	0	0	0	0	\$234.00	\$0.00	\$4.00	\$238.00
02/19/2013	9	1	0	0	0	0	0	\$234.00	\$0.00	\$338,40	\$572.40
02/20/2013	8	2	0	0	0	0	0	\$234.00 \$234.00	\$33.40 \$513.40	\$338.40	\$605.80 \$1,104.60
02/20/2013	Ö	4.5	5.5	0	0	0.05	0	\$298.80	\$0.00	\$357.20 \$218.10	\$1,104.80
02/20/2013	0	3	7	0	0	0.5	0	\$325.90	\$0.00	\$208,15	\$534.05
02/20/2013	10	0	Ö	0	0	0.0	0	\$248.20	\$0.00	\$0.00	\$248.20
02/20/2013	9	1	0	0	0	0	0	\$275.90	\$0.00	\$445.50	\$721.40
02/20/2013	1	1.5	7.5	D	0	2.55	0	\$325.90	\$0.00	\$258.85	\$584.75
02/20/2013	4.5	5.5	0	0	0	0	0	\$218.80	\$0.00	\$98.65	\$317.45
02/20/2013	2	0	0	0	0	0	0	\$61.88	\$0.00	\$104.00	\$185.88
02/20/2013	5	1.5	0	0	0	0	0	\$201.04	\$153.40	\$451.20	\$805.64
02/20/2013	8	2	0		0	0	0	\$334.70	\$453.40	\$376.00	\$1,184.10
02/20/2013	58.75	0	0	0	0	0	0	\$1,982.64	\$0.00	\$270.50	\$2,233.14
02/20/2013	50	0	0	0	0	. 0	0	\$1,521.40	\$0.00	\$125.50	\$1,646.90
02/20/2013	10 5.5	0 4.5	0	0	0	0	0	\$254.40	\$0.00	\$376.00	\$630,40
02/20/2013	9	4.5	0	0	0	0	0	\$341.00 \$280.80	\$0.00 \$0.00	\$277.85	\$818.85
02/20/2013	5.5	4.5	0	0	0	0	0	\$256.20	\$0.00	\$495.00 \$20.40	\$775.80 \$278.80
02/20/2013	9	1	0	0	0	0	0	\$322.00	\$0.00	\$255.40	\$577.40
02/20/2013	9.5	0.5	0	0	0	0	0	\$227.20	\$513.40	\$357.20	\$1,097.80
02/20/2013	8.5	1.5	0	0	0	0	0	\$268.80	\$0.00	\$470.25	\$739.05
02/20/2013	6	4.5	0	0	0	0	0	\$335.79	\$0.00	\$72.00	\$407.79
02/20/2013	0	5	5	0	Ō	0	0	\$198.70	\$0.00	\$197.90	\$398.80
02/20/2013	0	2	8	0	0	1.3	0	\$286.10	\$0.00	\$304.70	\$590.80
02/20/2013	9.5	0.5	0	0	0	0	0	\$225.80	\$50.92	\$448.40	\$725.12
02/20/2013	- 6	2.5	0	0	0	0	0	\$245.14	\$0.00	\$78.75	\$323.89
02/20/2013	8.5	1.5	0	0	0	0	0	\$257.70	\$27.40	\$401.20	\$686.30
02/20/2013	9	1	0	0	0	0	0	\$234.00	\$17.50	\$152.50	\$404.00
02/20/2013	0	2	8	0	0	1.3	0	\$315.50	\$0.00	\$219.90	\$535.40
02/21/2013 02/21/2013	0	5.5	0	0	0	0	0	\$173.52	\$0.00	\$6.90	\$180.42
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Work Date	Hours Worked	Travel/ Moving/ Down		Vector Hours - City	Vector Hours - County	Miles Bladed	Miles Mowed	Employee Cost	Material Cost	Equipment Cost	Total Cost
02/21/2013	2	0	0		0	0	0		\$0.00	\$93.00	\$144.54
02/21/2013	6		0		0	0	0		\$10.50	\$106.75	\$351.25
02/21/2013	3		0			0			\$0.00	\$24.00	\$101.31
02/21/2013	6.5	2	0			0	0		\$0.00	\$84.00	\$329.14
02/21/2013	7	3	0			0 1.2	0		\$5.48 \$0.00	\$330.40 \$248.10	\$561.68 \$534.20
02/21/2013	0		3			0			\$0.00	\$121.80	\$320.50
02/21/2013	4	6.5	0			0			\$0.00	\$56.00	\$391.79
02/21/2013	6		0			0			\$0.00	\$371.25	\$640.05
02/21/2013	7.5	2.5	0	0		0	0		\$393.40	\$282.00	\$902.60
02/21/2013	0	5.5	4.5	0	0	1.5	0	\$294.20	\$0.00	\$198.75	\$490.95
02/21/2013	5	5	0	0	0	0	0	\$322.00	\$0.00	\$198.20	\$520.20
02/21/2013	4	6	0			0		\$258.20	\$0.00	\$20.40	\$278.80
02/21/2013	7	3	0			0		\$280.80	\$0.00	\$396.00	\$678.80
02/21/2013	3.5	6.5	. 0			0			\$0.00	\$184.25	\$525.25
02/21/2013	7.5	2.5	0	0		0	0	\$254.40	\$0.00	\$282.00	\$538.40
02/21/2013	4.5 42	5.5 0	0	0		0	0		\$380.00	\$184.50 \$125.50	\$840,30 \$1,386.58
02/21/2013	70	0	0	0		0	0	7	\$0.00 \$0.00	\$328.00	\$2,740.00
02/21/2013	6	4	0	0		0	0	\$309.30	\$393.40	\$300.80	\$1,003.50
02/21/2013	2	8	0	0		0	0	\$218.80	\$0.00	\$108.30	\$325.10
02/21/2013	0	5	5	0		1	0	\$325.90	\$0.00	\$226.80	\$552.70
02/21/2013	0	3	7	0	0	1	0	\$334.70	\$0.00	\$256.20	\$590.90
02/21/2013	8	2	0	0	0	0	0	\$275.90	\$0.00	\$396.00	\$671.90
02/21/2013	7	2	0	0	0	0	0	\$223.38	\$0.00	\$58.00	\$279.38
02/21/2013	. 0	5	5	0		0	0	\$325.90	\$0.00	\$137.15	\$463.05
02/21/2013	0	5		0		0.04	0	\$298.80	\$0.00	\$220.65	\$519.45
02/21/2013	9	1	0	0		0,	0	\$234.00	\$0.00	\$357.20	\$591.20
02/21/2013	7	3	0	0		0	0	\$234.00	\$33.40	\$263.20	\$530.60
02/25/2013	5 9	5	0	0		0	. 0	\$234.00	\$0.00	\$280.00	\$494.00
02/25/2013	0	2	. 8	0	0	0.5	0	\$298.80 \$325.90	\$0.00 \$58.10	\$45.90 \$228.40	\$344.70
02/25/2013	9.5	0.5	0	0	0	0.5	0	\$248.20	\$0.00	\$76.00	\$812.40 \$324.20
02/25/2013	0	1.5	8.5	0	0	1.5	0	\$334.70	\$0.00	\$295.55	\$630.25
02/25/2013	9	1	0	0		0	0	\$309.30	\$0.00	\$518.70	\$828,00
02/25/2013	9	1	0	0	0	0	0	\$275.90	\$487.60	\$445.50	\$1,189.00
02/25/2013	10	0	0	0	0	0,	0	\$309.30	\$0.00	\$5.10	\$314.40
02/25/2013	5	5	0	0	0	0	0	\$218.80	\$0.00	\$0.00	\$218.80
02/25/2013	50	0	0	0	0	0	0	\$1,691.10	\$0.00	\$200.00	\$1,891.10
02/25/2013	51	0	0	0	0	0	0	\$1,551.80	\$0.00	\$125.50	\$1,877.30
02/25/2013	7.5	2.5	0	0	0	0	0	\$295.80	\$0.00	\$282.00	\$577.80
02/25/2013	9,5	0.5	0	0	0	0	0	\$288.80	\$0.00	\$470.25	\$739.05
02/25/2013	9.5 6.5	0.5 4	0	0	0	0	0	\$227.20 \$297.57	\$233.80 \$0.00	\$357.20 \$72.00	\$818.20 \$389.57
02/25/2013	9.0	1.5	0	0	0	0	0	\$335.79	\$0.00	\$225.00	\$580.79
02/25/2013	7.5	2.5	0	0	0	0	0	\$198.70	\$0.00	\$100.35	\$299.05
02/25/2013	2	2	6	0	0	2	o	\$254.40	\$0.00	\$240,60	\$495.00
02/25/2013	9.5	0.5	0	0	ó	0	0	\$225.80	\$534.40	\$470.25	\$1,230.45
02/25/2013	2.5	2	5.5	0	0	1.3	0	\$315,50	\$0.00	\$184.40	\$499.90
02/25/2013	9.5	0.5	0	0	0	0	0	\$257.70	\$0.00	\$441.75	\$899.45
02/25/2013	8.5	1.5	0	Ö	0	0	0	\$256.20	\$0.00	\$473.10	\$729.30
02/25/2013	3	1	0	0	0	0	0	\$128.80	\$0.00	\$6.90	\$135.70
02/25/2013	0	4	6	0	0	6.5	0	\$280.80	\$0.00	\$233,40	\$514.20
02/28/2013	9.5	0.5	0	0	0	0	0	\$227.20	\$407.00	\$357.20	\$991.40
02/28/2013	0	1	9	0	0	0	0	\$322,00	\$0.00	\$113.40	\$435.40
02/28/2013	5.5	2 4.5	0	0	0	0	0	\$280.80	\$86.80	\$495.00	\$842.80
02/26/2013	9.5	0.5	0	0	0	0	0	\$341.00 \$225.80	\$0.00 \$98.36	\$433.00 \$448.40	\$774.00 \$770.56
02/26/2013	5.5	5	0	0	0	0	ö	\$295.80	\$373.60	\$214.95	\$884.35
02/26/2013	6.5	3.5	0	o	0	0	0	\$315.50	\$0.00	\$445.50	\$761.00
02/26/2013	6	0.5	0	0	0	0	0	\$167.51	\$0.00	\$279.00	\$446.51
02/26/2013	3.5	0	0	0	0	0	0	\$90.19	\$0.00	\$182.00	\$272.19
02/26/2013	5	5	0	0	0	0	0	\$258.20	\$747.20	\$420.75	\$1,424.15
02/26/2013	7	3.5	0	0	0	0	0	\$297.57	\$0.00	\$72.00	\$369.57
02/26/2013	0	3.5	8.5	D	0	3	0	\$294.20	\$0.00	\$267.75	\$561.95
02/26/2013	8	2	0	0	0	0	0	\$254.40	\$10.50	\$137.25	\$402.15
02/26/2013	0	2	8	0	0	1.4	0	\$286.10	\$0.00	\$294.25	\$580.35
02/26/2013	5.5	5	0	. 0	0	0	0	\$335.79	\$0.00	\$72.00	\$407.79
02/26/2013	50.5	5	0	0	0	0	0	\$198.70	\$3.50	\$144.00	\$348.20
02/26/2013 02/28/2013	59.5 50	0	0	0	0	0	0	\$1,794.73 \$1,891.10	\$0.00	\$125.50 \$251.00	\$1,920.23 \$1,942.10
02/26/2013	8	2	0	0	0	0	0	\$309.30	\$0.00	\$518.70	\$828.00
02/28/2013	10	ō	0	0	0	0	0	\$309.30	\$0.00	\$7.65	\$318.95
				ĭl					+2,00	+7.00	40.000

Very No. Norw Workson Norwight Norw No. Norw No.			Tun-1			,					r	
0.0000013 0 0 0 0 0 0 0 0 0			Down	Hours Blading			Miles Bladed	Miles Mowed	Employee Cost			Total Cos
GORDAND CONTINUE			 	·				0	\$153.16	\$0.00	\$93.90	\$247.08
1922/20073												\$113.84
					· · · · · · · · · · · · · · · · · · ·							
												
0.00000000000000000000000000000000000												
												
												\$739.40
022772073	02/27/2013	9	1	0	0	0	0	0	\$234.00	\$200.40	\$338.40	\$772.80
DECEMBER	02/27/2013	0	4	6	0	0	2	0	\$298.80	\$0.00	\$256.15	\$554.95
DECEMBER	02/27/2013					0	0	0	\$234.00	\$533.80	\$357.20	\$1,125.00
2027707013										\$0.00	\$243.65	\$569.55
Degree D												\$721.40
Degramor												\$717.50
2022772013												
1022772013					_							
1022772013												
Degr. Degr												
Description												
Description			· · · · · · · · · · · · · · · · · · ·									\$1,820.88
022772013												\$1,132.80
Degree D	02/27/2013	0	2	8	0	O	1.5	0		\$0.00		\$530.65
0.02777013	02/27/2013	6.5	2	0	0	0	0	0	\$245.14	\$0.00	\$84.00	\$329.14
1.5 0 0 0 0 3303.61 30.00 \$208.50 \$312.51	02/27/2013	8.5	1.5	0	0	0	0	0	\$254.40	\$17,50	\$180,00	\$431.90
1022772013	02/27/2013					0		0	\$294.20	\$0.00	\$232,25	\$526.45
1022772013	_											\$512.31
1												\$1,927.65
	· •											
1022772013												
1												
022772013 9.5 0.5 0.5 0 0 0 0 0 \$228.80 \$88.35 \$448.40 \$770.55 022772013 7. 3 0 0 0 0 0 0 0 \$280.80 \$387.20 \$495.00 \$770.55 022772013 7. 5 2.5 0 0 0 0 0 0 0 \$280.80 \$30.00 \$470.25 \$738.00 \$202772013 0 1 9 0 0 0 0 0 \$322.00 \$0.00 \$113.40 \$435.40 \$202772013 0 1 9 0 0 0 0 0 \$240.80 \$233.80 \$557.20 \$331.90 \$435.40 \$202772013 0 0 1 9 0 0 0 0 0 \$240.80 \$233.80 \$557.20 \$331.90 \$202772013 0 0 0 0 0 0 0 0 \$240.80 \$233.80 \$557.20 \$331.80 \$22272013 0 0 0 0 0 0 0 0 \$240.80 \$233.80 \$557.20 \$331.80 \$22272013 9 0 1 0 0 0 0 0 0 0 \$227.20 \$580.40 \$557.20 \$331.80 \$22282013 9 1 0 0 0 0 0 0 0 \$227.20 \$580.40 \$557.20 \$313.40 \$22282013 9 1 0 0 0 0 0 0 0 \$227.20 \$580.80 \$338.40 \$332.40 \$22282013 0 0 2 8 0 0 0 0 0 0 \$227.20 \$580.80 \$338.80 \$380.77 \$22282013 0 0 2 8 0 0 0 0 0 0 \$222.00 \$500.00 \$310.20 \$318.80 \$380.77 \$22282013 0 0 2 8 0 0 0 0 0 0 \$322.00 \$500.00 \$340.00 \$318.80 \$380.77 \$22282013 0 0 2 8 0 0 0 0 0 0 \$322.00 \$500.00 \$340.0												
0227/2013												
02272013 7.5 2.5 0 0 0 0 0 0 \$288.80 \$0.00 \$470.26 \$738.00 \$0.2727013 0 0 1 1 0 0 0 0 0 0 \$322.00 \$0.00 \$113.40 \$458.44 \$0.00 0 0 0 0 \$324.90 \$233.80 \$357.20 \$4581.40 \$26727013 8 4 0 0 0 0 0 0 0 \$324.90 \$233.80 \$357.20 \$4581.40 \$26727013 9 .5 0.5 0 0 0 0 0 0 0 0 \$227.20 \$500.40 \$357.20 \$4581.40 \$26727013 9 .5 0.5 0 0 0 0 0 0 0 0 \$227.20 \$500.40 \$357.20 \$1.084.80 \$26728013 9 1 0 0 0 0 0 0 0 \$227.20 \$500.40 \$357.20 \$1.084.80 \$26728013 9 1 0 0 0 0 0 0 0 \$227.20 \$500.40 \$357.20 \$1.084.80 \$26728013 9 1 0 0 0 0 0 0 0 \$227.20 \$500.40 \$357.20 \$1.084.80 \$26728013 0 0 2 8 0 0 0 0 0 0 0 \$240.90 \$100.20 \$3118.80 \$480.70 \$26728013 0 0 2 8 0 0 0 0 0 0 0 \$240.90 \$100.20 \$3118.80 \$480.70 \$26728013 0 0 2 8 0 0 0 0 0 0 0 \$280.80 \$0.00 \$440.50 \$714.30 \$26728013 0 0 0 0 0 0 0 \$280.80 \$0.00 \$440.50 \$714.30 \$26728013 0 0 0 0 0 0 0 0 \$280.80 \$0.00 \$440.50 \$714.30 \$26728013 0 0 0 0 0 0 0 0 \$280.80 \$0.00 \$440.50 \$714.30 \$26728013 0 0 0 0 0 0 0 0 \$280.80 \$0.00 \$440.50 \$714.30 \$26728013 0 0 0 0 0 0 0 0 \$280.80 \$0.00 \$440.50 \$714.30 \$26728013 0 0 0 0 0 0 0 0 \$280.80 \$0.00 \$440.50 \$717.00 \$26728013 0 0 0 0 0 0 0 0 \$226.00 \$50.92 \$401.20 \$467.00 \$467.00 \$46728013 0 0 0 0 0 0 0 0 \$226.00 \$50.92 \$401.20 \$467.00												
022727013		7.5	2.5	0	0	0	0	0				\$739.05
02/27/2013	02/27/2013	0	1	9	0	0	0	0				\$435.40
02/28/2013 9	02/27/2013	8	4	0	0	0	0	0	\$240.90	\$233.80	\$357.20	\$831.90
02288/2013	02/27/2013	9.5	0.5			0	0	0	\$227.20	\$500.40	\$357.20	\$1,084.80
02/28/2013			1						\$227.20	\$66.80	\$338.40	\$632,40
02/28/2013 7 3 0 0 0 0 0 0 \$288.80 \$0.00 \$445.50 \$714.30 \$2/28/2013 8.5 3.5 0 0 0 0 0 0 0 0 \$280.80 \$0.00 \$470.25 \$751.00 \$2/28/2013 4 8 0 0 0 0 0 0 0 0 \$347.00 \$0.00 \$186.76 \$528.76 \$2/28/2013 8.5 1.5 0 0 0 0 0 0 0 0 \$226.80 \$50.00 \$186.76 \$528.76 \$2/28/2013 9 1 0 0 0 0 0 0 0 \$280.80 \$68.60 \$338.40 \$771.00 \$2/28/2013 8 2 0 0 0 0 0 0 0 \$283.40 \$7.00 \$152.50 \$338.50 \$2/28/2013 8 2 0 0 0 0 0 0 0 \$283.40 \$7.00 \$152.50 \$338.50 \$2/28/2013 8 2 0 0 0 0 0 0 0 \$287.57 \$0.00 \$162.60 \$389.50 \$2/28/2013 8 5 5 0 0 0 0 0 0 0 \$287.70 \$0.00 \$440.75 \$378.40 \$498.90 \$2/28/2013 8 5 5 1.5 0 0 0 0 0 0 0 0 \$287.70 \$0.00 \$420.75 \$378.40 \$498.90 \$2/28/2013 8 5 5 1.5 0 0 0 0 0 0 0 0 \$287.70 \$0.00 \$420.75 \$378.40 \$498.90 \$2/28/2013 8 5 5 1.5 0 0 0 0 0 0 0 0 \$287.57 \$0.00 \$52.00 \$349.57 \$2/28/2013 3 7.5 0 0 0 0 0 0 0 0 \$287.57 \$0.00 \$52.00 \$349.57 \$2/28/2013 8 5 5 1.5 0 0 0 0 0 0 0 0 \$287.57 \$0.00 \$52.00 \$349.57 \$2/28/2013 8 5 5 1.5 0 0 0 0 0 0 0 0 \$287.57 \$0.00 \$52.00 \$349.57 \$2/28/2013 8 5 5 1.5 0 0 0 0 0 0 0 0 \$287.62 \$0.00 \$52.00 \$349.57 \$2/28/2013 8 5 5 1.5 0 0 0 0 0 0 0 0 \$287.82 \$0.00 \$55.20 \$349.57 \$2/28/2013 8 5 2 0 0 0 0 0 0 0 \$287.82 \$0.00 \$55.20 \$349.57 \$2/28/2013 8 5 2 0 0 0 0 0 0 0 \$287.82 \$0.00 \$55.20 \$349.57 \$2/28/2013 8 5 2 0 0 0 0 0 0 0 \$287.82 \$0.00 \$55.20 \$349.57 \$2/28/2013 8 5 2 0 0 0 0 0 0 0 0 \$287.82 \$0.00 \$55.20 \$349.57 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 \$287.82 \$0.00 \$58.25 \$2/55.71 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 \$287.80 \$0.00 \$382.55 \$2/55.71 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 0 \$287.80 \$0.00 \$382.55 \$2/55.71 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 0 \$287.80 \$0.00 \$382.55 \$2/55.71 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 0 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 0 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 0 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 0 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 0 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 0 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 0 0 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 0 0 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 0 0 0 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 0 0 0 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 0 0 0 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 0 0 0 0 0 \$2/28/2013 \$0.5 0 0 \$2/28/2013 \$0.5 0 0 0 0 0 0 0 0												\$680.70
02/28/2013												
02/28/2013 4 6 0 0 0 0 0 3541.00 \$0.00 \$165.76 \$528.77 02/28/2013 9 1 0 0 0 0 0 \$226.80 \$50.92 \$401.20 \$877.92 02/28/2013 8 2 0 0 0 0 \$2254.00 \$7.00 \$152.50 \$393.50 02/28/2013 8 2 0 0 0 0 \$234.00 \$7.00 \$152.50 \$393.50 02/28/2013 0 5 5 0 0 1.5 0 \$315.50 \$0.00 \$420.75 \$499.90 02/28/2013 8.5 1.5 0 0 0 0 \$2267.77 \$0.00 \$420.75 \$349.50 02/28/2013 3 7.5 0 0 0 0 \$2267.77 \$0.00 \$52.00 \$349.57 02/28/2013 7 2 0 0 0 0												
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02/28/2013 8 2 0 0 0 0 \$234,00 \$7.00 \$152,50 \$399,50 02/28/2013 0 5 5 0 0 1.5 0 \$315,50 \$0.00 \$164,40 \$499,50 02/28/2013 8.5 1.5 0 0 0 0 0 \$257,70 \$0.00 \$420,75 \$876,45 02/28/2013 3 7.5 0 0 0 0 0 \$259,75 \$0.00 \$520,00 \$349,67 02/28/2013 8.5 1.5 0 0 0 0 0 \$258,20 \$733,80 \$420,75 \$1,410,55 02/28/2013 7 2 0 0 0 0 \$267,62 \$0.00 \$580,00 \$343,82 02/28/2013 8 2 0 0 0 0 \$525,40 \$7.00 \$152,00 \$434,82 02/28/2013 4.5 2 0 0 0									-			
02/28/2013 0 5 5 0 0 1.5 0 \$315.50 \$0.00 \$184.40 \$499.90 02/28/2013 8.5 1.5 0 0 0 0 \$257.70 \$0.00 \$420.75 \$878.45 02/28/2013 3 7.5 0 0 0 0 \$257.77 \$0.00 \$52.00 \$349.57 02/28/2013 8.5 1.5 0 0 0 0 0 \$256.20 \$733.80 \$420.75 \$1,410.5												
02/28/2013 8.5 1.5 0 0 0 0 0 5257.70 \$0.00 \$420.75 \$878.45 02/28/2013 3 7.5 0 0 0 0 \$297.57 \$0.00 \$52.00 \$349.67 02/28/2013 8.5 1.5 0 0 0 0 \$287.62 \$733.80 \$420.75 \$1,410.55 02/28/2013 7 2 0 0 0 0 \$287.62 \$0.00 \$568.00 \$343.82 02/28/2013 8 2 0 0 0 0 \$254.40 \$7.00 \$152.00 \$413.40 02/28/2013 4.5 2 0 0 0 0 \$187.48 \$0.00 \$682.50 \$255.71 02/28/2013 9.5 0.5 0 0 0 0 \$2748.00 \$0.00 \$357.20 \$837.00 02/28/2013 5 5 0 0 0 0 \$198.70 \$0.0												\$499.90
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02/28/2013 8.5 1.5 0 0 0 0 0 0 \$234.00 \$66.80 \$319.60 \$820.40		7										\$620.40
	02/28/2013	8.5	1.5	0	0	0	0	0				\$820.40
200,300,30		3998.25	958	719	0	0	153.21	0	\$163,719.86	\$17,096.61	\$107,544.46	\$288,360.93

Material Summary

Material	Amount	Unit Cost	Total Cost
1/2 Chips (2012)	0.00	\$18.13	\$0.00
5/8 Chips (2012)	0.00	\$18.88	\$0.00
Base	2530.00	\$3.34	\$8,450.20
Base - Free from Landowner	0.00	\$0.00	\$0.00
Base Stockpile	600.00	\$0,00	\$0.00
Callche	3040.00	\$0.00	\$0.00
Callche - Stockpile	750,00	\$0.00	\$0.00
Chip Stockplle	0,00	\$0.00	\$0.00
Cold Mix - 2011	0,00	\$78.00	\$0.00
Cold Mix - Stockpile	0.00	\$0.00	\$0.00
Dirt	0.00	\$10.00	\$0.00
Dirt to Yard	0.00	\$0.00	\$0.00
Fines	0.00	\$8.90	\$0.00
Fines Stockpile	0.00	\$0.00	\$0.00
Millings	0.00	\$0.00	\$0.00
Millings Stockpile	0.00	\$0.00	\$0.00
Pit Run	1070.00	\$8.00	\$6,420.00
Pit Run Stockpile	0.00	\$0.00	\$0.00
RlpRap	30.00	\$20.00	\$800.00
RipRap Stockpile	0.00	\$0.00	\$0.00
Sand	0.00	\$0.00	\$0.00
Waste	220.00	\$0,00	\$0.00
Water - 3000 - Dexter	0,00	\$0.00	\$0.00
Water - 3000 - Free	0.00	\$0.00	\$0.00
Water - 3000 - Hagerman	0,00	\$0.00	\$0.00
Irrigation	0.00	\$0.00	\$0.00
Water - 3000 - Private	0.00	\$24.90	\$0.00
Water - 3000 - Roswell	0.00	\$3.00	\$0.00
Water - 3500 - Dexter	0.00	\$0.00	\$0.00
Water - 3500 - Free	19.00	\$0.00	\$0.00
Water - 3500 - Hagerman	0.00	\$0.00	\$0.00
Irrigation	0,00	\$0.00	\$0.00
Water - 3500 - Private	23.00	\$29.05	\$668.15
Water - 3500 - Roswell	69.00	\$3.50	\$241.50
Water - 5475 - Dexter	0.00	\$0.00	\$0.00
Water - 5475 - Free	0,00	\$0.00	\$0.00
Water - 5475 - Hagerman	0.00	\$0.00	\$0.00
irrigation	0.00	\$0.00	\$0.00
Water - 5475 - Private	13.00	\$45.44	\$590.72
Water - 5475 - Roswell	23.00	\$5.48	\$128.04
	8387.00		\$17,096.61

Employee Summary

Employee	Hour	Rate	Multiplier	Total Cost
Employee	140	\$28.44	1	\$3,981.60
Employee	0	\$0.00	1.5	\$0.00
Employee	0	\$23.40 \$0.00	1.5	\$0.00 \$0.00
Employee Employee	130	\$40.93	1.5	\$5,320.90
Employee	145.5	\$31.55		\$4,590.52
Employee	0	\$0.00	1.5	\$0.00
Employee	2	\$31.55	1.5	\$94.65
Employee	130	\$23.40	1	\$3,042.00
Employee	0	\$0.00	1.5	\$0.00
Employee	134.5	\$32.54	1	\$4,378.63
Employee	0	\$0.00	1.5	\$0.00
Employee	2 143	\$32.54	1.5	\$97.62
Employee Employee	143	\$25.77 \$0.00	1.5	\$3,885.11 \$0.00
Employee	32.5	\$21.18	1.3	\$888.35
Employee	0	\$0.00	1.5	\$0.00
Employee	116	\$28.34	1	\$3,287.44
Employee	0	\$0.00	1.5	\$0.00
Employee	150	\$25.62	1	\$3,843.00
Employee	0	\$0.00	1.5	\$0.00
Employee	144	\$32,20	1	\$4,638.80
Employee	0	\$0.00	1.5	\$0.00
Employee	60	\$24.09	1	\$1,445.40
Employee	0	\$0.00	1.5	\$0.00
Employee	148.5 D	\$30.31	1.5	\$4,501.03
Employee Employee	150	\$0,00 \$28.08	1.5	\$0.00 \$4,212.00
Employee	0	\$0.00	1.5	\$0.00
Employee	150	\$22.72	1	\$3,408.00
Employee	0	\$0.00	1.5	\$0.00
Employee	135.5	\$26.88	1	\$3,842.24
Employee	0	\$0.00	1.5	\$0,00
Employee	120	\$29.42	1	\$3,530.40
Employee	0	\$0.00	1.5	\$0.00
Employee	140	\$19.87	1	\$2,781.80
Employee	0	\$0,00	1.5	\$0.00
Employee	123.5	\$31.98	1.5	\$3,949.53
Employee	130	\$0.00 \$34.79	1.5	\$0.00 \$4,522.70
Employee Employee	145.5	\$25.44	1	\$3,701.52
Employee	0	\$0.00	1.5	\$0.00
Employee	40.5	\$8.00	1	\$324.00
Employee	0	\$0.00	1.5	\$0.00
Employee	140	\$29.31	1	\$4,103.40
Employee	130	\$28.61	1	\$3,719.30
Employee	0	\$0.00	1.5	\$0.00
Employee	140	\$36.51	1	\$5,111.40
Employee	109.5	\$28.96	1	\$3,171.12
Employee	0 67.5	\$0.00 \$28.84	1.5	\$0.00 \$1,948.70
Employee Employee	07.5	\$0.00	1.5	\$0.00
Employee	141	\$28.80	1.3	\$4,080.80
Employee	0	\$0.00	1.5	\$0.00
Employee	150	\$22.56	1	\$3,387.00
Employee	0	\$0.00	1.5	\$0.00
Employee	135.5	\$29.58	1	\$4,008.09
Employee	0	\$0.00	1.5	\$0.00
Employee	148.75	\$32,05	1	\$4,767.44
Employee	0	\$0.00	1.5	\$0.00
Employee	40	\$34.10	1	\$1,364.00
Employee	120	\$0,00	1.5	\$0.00
Employee	120	\$23.40 \$0.00	1.5	\$2,808.00
Employee Employee	110	\$37.30	1.5	\$0.00 \$4,103.00
Employee	130	\$23,40	1	\$3,042.00
Employee	0	\$0.00	1.5	\$0.00
Employee	150	\$30.23	1	\$4,534.50
Employee	0	\$0.00	1.5	\$0.00
Employee	150	\$32.13	1	\$4,819.50
Employee	0	\$0.00	1.5	\$0.00
Employee	0	\$0.00	1	\$0.00
Employee	0	\$0.00	1.5	\$0.00

Employee Summary

Employee	Hour	Rate	Multipiler	Total Cost
Employee	130	\$29.88	1	\$3,884.40
Employee	0	\$0.00	1.5	\$0.00
Employee	100	\$32.59	1	\$3,259.00
Employee	0	\$0.00	1.5	\$0.00
Employee	135	\$24.82	1	\$3,350.70
Employee	0	\$0.00	1.5	\$0.00
Employee	130	\$27.59	1	\$3,586.70
Employee	0	\$0.00	1.5	\$0.00
Employee	138.5	\$32.59	1	\$4,513.72
Employee	0	\$0.00	1.5	\$0.00
Employee	150	\$33.47	1	\$5,020.50
Employee	0	\$0.00	1.5	\$0.00
Employee	110	\$30.93	1	\$3,402.30
Employee	0	\$0.00	1.5	\$0.00
Employee	150	\$21.88	1	\$3,282.00
Employee	0	\$0.00	1.5	\$0.00
Employee	146.5	\$30,93	1	\$4,531.25
Employee	0	\$0,00	1.5	\$0.00
	5665.25			\$163,440.06

Equipment Summary

59.00 94.70 58.00 63.00 59.00 50.00 75.50 69.00 11.00 39.00	\$35.50 \$35.50 \$35.50 \$35.50 \$35.50 \$35.50 \$35.50 \$35.50	\$2,094.50 \$3,381.85 \$2,059.00 \$2,948.50 \$1,775.00 \$2,880.25
58.00 63.00 59.00 50.00 75.50 69.00 11.00 39.00	\$35.50 \$35.50 \$35.50 \$35.50 \$35.50 \$35.50	\$2,059.00 \$2,948.50 \$2,094.50 \$1,775.00 \$2,680.25
83.00 59.00 50.00 75.50 69.00 11.00 39.00	\$35.50 \$35.50 \$35.50 \$35.50 \$35.50	\$2,946.50 \$2,094.50 \$1,775.00 \$2,880.25
59.00 50.00 75.50 69.00 11.00 39.00	\$35.50 \$35.50 \$35.50 \$35.50	\$2,094.50 \$1,775.00 \$2,880.25
50.00 75.50 89.00 11.00 39.00	\$35.50 \$35.50 \$35.50	\$1,775.00 \$2,880.25
75.50 89.00 11.00 39.00	\$35.50 \$35.50	\$2,880.25
89.00 11.00 39.00	\$35.50	
11.00 39.00		no 455 55
39.00	\$35.50	\$3,159.50
	730,00	\$390.50
74.00	\$35.50	\$1,384.50
71.00	\$35,50	\$2,520.50
0.00	\$0.00	\$0.00
0.00	\$35.50	\$0.00
2,00	\$51.30	\$102,80
10.00	\$52.00	\$520.00
5.00	\$51.30	\$258.50
28.50	\$52.00	\$1,378.00
5.00	\$201.75	\$1,008.75
10.00	\$202.00	\$2,020.00
5.40	\$57.90	\$312.88
8.00	\$51.30	\$410.40
22.00	\$52.00	\$1,144.00
10.00	\$33.00	\$330.00
22.00	\$39.80	\$871.20
0.00	\$39.80	\$0.00
0.00	\$20.00	\$0.00
0.00	\$20.00	\$0.00
0.00	\$32.50	\$0.00
17.40	\$52.00	\$904.80
8.00	\$39.80	\$316.80
9.00	\$28.20	\$235.80
130.00	\$5.75	\$747.50
140.00	\$5.10	\$714.00
140.00	\$8.00	\$1,120.00
140.00	\$5.10	\$714.00
110.00	\$7.70	\$847.00
30.00		\$172.50
		\$48.60
		\$86.70
		\$169.40
	·	\$28,00
		\$0.00
		\$234.85
		\$183.80
		\$0.00
		\$127.50
		\$372.80
		\$0.00
	71.00 0.00 0.00 0.00 2.00 10.00 5.00 28.50 5.00 10.00 5.40 8.00 22.00 10.00 22.00 0.00 0.00 0.00 0.0	71.00 \$35.50 0.00 \$0.00 0.00 \$50.00 0.00 \$55.50 2.00 \$51.30 10.00 \$52.00 5.00 \$51.30 28.50 \$52.00 5.00 \$51.30 28.50 \$52.00 5.00 \$201.75 10.00 \$202.00 5.40 \$67.90 8.00 \$51.30 22.00 \$52.00 10.00 \$33.00 22.00 \$52.00 10.00 \$39.80 0.00 \$39.80 0.00 \$39.80 0.00 \$39.80 0.00 \$20.00 0.00 \$20.00 17.40 \$52.00 17.40 \$52.00 18.00 \$33.80 9.00 \$38.80 9.00 \$55.75 140.00 \$55.10 140.00 \$5.10 140.00 \$5.75 6.00 \$8.10 17.00 \$5.10

Equipment Summary

Equipment	Amount	Unit Cost	Total Cost
Unit 119 (2011)	0.00	\$7.70	\$0.00
Unit 120 (2011)	0.00	\$8.00	\$0.00
Unit 121 (2011) Unit 122 (2011)	25.00 45.00	\$6.90 \$6.90	\$172.50 \$310.50
Unit 123 (2011)	0.00	\$12.00	\$0.00
Unit 124 (2011)	20.00	\$5.10	\$102,00
Unit 125 (2013)	2.50	\$8.00	\$20.00
Unit 126 (2012)	4.50	\$7.70	\$34.65
Unit 127 (2011)	43.00	\$5.10	\$219.30
Unit 126 (2011) Unit 129 (2011)	0.00	\$5,10 \$8.00	\$0.00 \$944.00
Unit 130 (2011)	36.50	\$5.10	\$196.35
Unit 131 (2011)	118.00	\$37.60	\$4,436.80
Unit 132 (2011)	86,00	\$32.50	\$2,795.00
Unit 134 (2011)	60.00	\$22.75	\$1,385.00
Unit 135 (2011)	33.50	\$32.50	\$1,088.75
Unit 136 (2011) Unit 137 (2011)	118.00 131.50	\$32.50 \$32.50	\$3,770.00 \$4,273.75
Unit 136 (2011)	92.00	\$32,50	\$2,990.00
Unit 139 (2011)	0.00	\$32.50	\$0.00
Unit 140 (2011)	104.00	\$32.50	\$3,380.00
Unit 141 (2011)	27.00	\$17.00	\$459.00
Unit 141A (2011)	0.00	\$17.00	\$0.00
Unit 143 (2011) Unit 144 (2011)	89.50 8.00	\$17.00 \$17.00	\$1,521.50 \$136.00
Unit 145 (2011)	26.50	\$17.00	\$450.50
Unit 146 (2011)	7.00	\$8.70	\$60.90
Unit 148 (2011)	0.00	\$9.00	\$0.00
Unit 148 (2011)	66.50	\$17.00	\$1,130.50
Unit 149 (2011)	0.00	\$2,00	\$0.00
Unit 149 (2011)	0,00 71.00	\$17.00 \$17.00	\$0.00 \$1,207,00
Unit 150 (2011) Unit 151 (2011)	47.00	\$17.00	\$799.00
Unit 152 (2011)	141.50	\$17.00	\$2,405.50
Unit 153 (2011)	78.00	\$18,00	\$1,248.00
Unit 155 (2011)	0.00	\$12.00	\$0.00
Unit 157 (2011)	134.50	\$37.60	\$5,057.20
Unit 158 (2011)	28.00 3.00	\$18.00 \$15.25	\$448.00
Unit 159 (2011) Unit 159 (2011)	37.00	\$16.00	\$45.75 \$592.00
Unit 160 (2011)	64.50	\$16.00	\$1,032.00
Unit 161 (2011)	115.50	\$37.60	\$4,342.80
Unit 162 (2011)	0.00	\$16.00	\$0.00
Unit 164 (2011)	93.00	\$37,80	\$3,496.80
Unit 165 (2011)	0.00	\$16.00	\$0.00
Unit 166 (2011) Unit 167 (2011)	28.50 0.00	\$37,60 \$2.00	\$1,071.60 \$0.00
Unit 168 (2011)	0.00	\$2.00	\$0.00
Unit 169 (2011)	0.00	\$9.00	\$0.00
Unit 173 (2011)	13.50	\$6.90	\$93.15
Unit 174 (2011)	0.00	\$5,10	\$0.00
Unit 175 (2011)	32.00	\$7.70	\$246.40
Unit 176 (2011) Unit 177 (2011)	36.00 95.50	\$6.90 \$6.00	\$248.40 \$764.00
Unit 178 (2011)	54.00	\$2.50	\$135.00
Unit 180 (2011)	17.00	\$2.00	\$34.00
Unit 181 (2011)	27.00	\$14.00	\$378.00
Unit 182 (2011)	117.00	\$15.25	\$1,784.25
Unit 183 (2011)	104.00	\$37.60	\$3,910.40
Unit 184 (2011) Unit 185 (2011)	118.00 3.00	\$37.60 \$8.00	\$4,438.60 \$24.00
Unit 186 (2011)	46.50	\$6.00	\$372.00
Unit 187 (2011)	93.00	\$8.00	\$744.00
Unit 188 (2011)	53.00	\$6.90	\$365.70
Unit 189 (2011)	33.50	\$17.00	\$569.50
Unit 190 (2011)	55.50	\$14.70	\$815.85
Unit 191 (2011)	80.00	\$14.70	\$1,176.00
	4815.50		\$107,544.46

Chaves County Road Department Dumpster Report - February 2013

Work Date	Hours Worked	Travel/Moving/ Down	Hours Dumpster Drivers	Trash Loads	Employee Cost	Material Cost	Equipment Cost	Total Cos
02/01/2013	0	0.5	9.50	5	\$234.00	\$684.50	\$357.20	\$1,275.7
02/01/2013	8.5	1.5	0.00	0	\$473.25	\$0.00	\$107.15	\$580.4
02/02/2013	0	0.5	9.50	5	\$234.00	\$694.89	\$357.20	\$1,286.0
02/02/2013	8.5	1.5	0.00	0	\$473.25	\$0.00	\$169.50	\$642.7
02/04/2013	6.5	3.5	0.00	0	\$211.80	\$0.00	\$192.69	\$404.4
02/04/2013	0	1	9.00	5	\$341.00	\$604.17	\$338.40	\$1,283.5
02/05/2013	0	0.5	9.50	5	\$240.90	\$708.12	\$357.20	\$1,306.2
02/05/2013	6.5	3.5	0.00	0	\$211.80	\$0.00	\$77.52	\$289.3
02/06/2013	9.5	0.5	0.00	0	\$240.90	\$0.00	\$91.50	\$332.4
02/06/2013	0	0.5	9.50	6	\$234.00	\$800.41	\$357.20	\$1,391.6
02/07/2013	0	1	9.00	5	\$234.00	\$729.85	\$338.40	\$1,302.2
02/07/2013	8	2	0.00	0	\$240.90	\$0.00	\$32.30	\$273.20
02/08/2013	9	0	0.00	0	\$248.31	\$0.00	\$45.90	\$294.2
02/08/2013	o	0.5	8,50	2	\$210.60	\$176.08	\$319.60	\$706.20
02/09/2013	0	0.5	9.50	2.	\$234.00	\$150.26	\$357.20	\$741.4
02/09/2013	10	0	0.00	ol	\$400.05	\$0.00	\$10,20	\$410.2
02/11/2013	6.5	3.5	0.00	0	\$211.80	\$0.00	\$75,95	\$287.78
02/11/2013	0	1.75	8.25	3	\$341.00	\$468.40	\$310.20	\$1,119.60
02/12/2013	0	1	9.00	4	\$341.00	\$485.42	\$338.40	\$1,164.8
02/12/2013	6.5	3.5	0.00	0	\$211.80	\$0.00	\$75.95	\$287.75
02/13/2013	0	1	9.00	5	\$341.00	\$373.90	\$338.40	\$1,053.30
02/13/2013	9.5	0,5	0.00	0	\$234.00	\$0.00	\$20.40	\$254.40
02/14/2013	9.5	0.5	0.00	0	\$240,90	\$0.00	\$10,20	\$251.10
02/14/2013	0.0	1	9.00	4	\$234.00	\$537.07	\$338.40	\$1,109.47
02/15/2013	0	0.5	9.50	3	\$234.00	\$377.69	\$357.20	\$968.88
02/15/2013	7.25	2.75	0.00	0	\$341.00	\$0.00	\$69.77	\$410.77
02/16/2013	7.25	2.75	0.00	0	\$511.50	\$0.00	\$131.78	\$643.28
02/16/2013	0	0.5	9.50	5	\$234.00	\$581.17	\$357.20	\$1,172,37
02/17/2013	4	0.0	0,00	0	\$136.40	\$0.00	\$61.75	\$1,172.37
02/18/2013	7.25	2.75	0.00	0	\$341.00	\$0.00	\$197.81	\$538.81
02/19/2013	6.5	3.5	0.00	0	\$211.80	\$0.00	\$182.84	\$394.64
02/19/2013	0.5	3.0	9.00	6	\$341.00	\$798.21		
02/20/2013	6.5	3.5	0.00	0	\$211.80	\$0.00	\$338.40	\$1,477.61
02/20/2013	0.5	3.5	6.00	4	\$240.90		\$79.88	\$291.68
	0					\$709.38	\$225.60	\$1,175.88
02/21/2013		1.5	8.50	0	\$234.00	\$581.81	\$319.60	\$1,135.40
02/21/2013	4.5	5.5	0.00		\$211.80	\$0.00	\$102.63	\$314.43
02/22/2013	10	0	0.00	0	\$275.90	\$0.00	\$95.09	\$370.99
02/22/2013	9.5	0,5	0.00	5	\$234.00	\$0.00	\$357.20	\$591.20
02/23/2013	9.5	0.5	0.00	0	\$234,00	\$0.00	\$357.20	\$591.20
02/23/2013	0	0	10.00	5	\$413.85	\$1,063.44	\$550.46	\$2,027.75
02/25/2013	0	4	6.00	4	\$240.90	\$666.54	\$225.60	\$1,133.04
02/25/2013	6.5	3.5	0.00	0	\$211.80	\$0.00	\$107.70	\$319.50
02/26/2013	0	0.5	9.50	3	\$240.90	\$280.35	\$357.20	\$878.45
02/26/2013	8	2	0.00	0	\$240.90	\$0.00	\$32.30	\$273.20
02/26/2013	6.5	3.5	0.00	0	\$211.80	\$0.00	\$121.09	\$332.89
02/27/2013	6.5	3.5	0.00	0	\$211.80	\$0.00	\$138.38	\$350.18
02/27/2013	0	0.5	9.50	4	\$234.00	\$535.82	\$357.20	\$1,127.01
02/28/2013	0	1	9.00	5	\$234.00	\$573.30	\$338.40	\$1,145.70
02/28/2013	5.5	4.5	0.00	0	\$211.80	\$0.00	\$91.71	\$303.51
	203.75	82.5	195.75	99	\$13,063.11	\$12,580.79	\$10,571.04	\$36,214.94

Material Summary

Materiai	Amount	Unit Cost	Total Cost
Solid Waste - Berrendo/Wiggins (2011)	22.62	\$31.50	\$712.53
Solid Waste - Midway/Cumberland (2011)	39.01	\$31.50	\$1,228.81
Solid Waste - North - Load Pull Charge (2011)	0.00	\$10.50	\$0.00
Solid Waste - North - Passenger Tires (2011)	0.00	\$2.36	\$0.00
Solid Waste - North - Truck Tires (2011)	0.00	\$4.73	\$0.00
Solid Waste - North/Railroad (2011)	227.95	\$31.50	\$7,180.43
Solid Waste - South - Load Pull Charge (2011)	0.00	\$10.50	\$0.00
Solid Waste - South - Passenger Tires (2011)	0.00	\$2.36	\$0.00
Solid Waste - South - Truck Tires (2011)	0.00	\$4.73	\$0.00
Solid Waste - South/Dunken (2011)	0.00	\$31.50	\$0.00
Solid Waste - South/Miller (2011)	109.81	\$31.50	\$3,459.01
	399.39		\$12,580.78

Chaves County Road Department Dumpster Report - February 2013

Equipment Summary				
Equipment	Amount	Unit Cost	Total Cost	
Unit 023 (2011)	0.00	\$39.60	\$0.00	
Unit 024 (2011)	6.60	\$39.60	\$261.36	
Unit 029 (2011)	45.30	\$32.50	\$1,472.25	
Unit 030 (2011)	0.00	\$51.30	\$0.00	
Unit 047 (2011)	20.60	\$22.10	\$455.26	
Unit 049 (2011)	0.00	\$39.60	\$0.00	
Unit 051 (2011)	2.40	\$15.00	\$36.00	
Unit 109 (2011)	2.00	\$5.10	\$10.20	
Unit 112 (2011)	51.25	\$5.10	\$261.37	
Unit 128 (2011)	0.00	\$5.10	\$0.00	
Unit 130 (2011)	0.00	\$5.10	\$0.00	
Unit 133 (2011)	214.75	\$37.60	\$8,074.60	
Unit 154 (2011)	0.00	\$10.00	\$0.00	
Unit 171 (2011)	0.00	\$10.00	\$0.00	
Unit 172 (2011)	0.00	\$10.00	\$0.00	
	342.90		\$10,571.04	

Employee Summary

Employee	Hour	Rate	Multiplier	Total Cost
Employee	139	\$23.40	1	\$3,252.60
Employee	0	\$0.00	1.5	\$0.00
Employee	0	\$31.55	1	\$0.00
Employee	0	\$0.00	1.5	\$0.00
Employee	20	\$31.55	1.5	\$946.50
Employee	0	\$23.40	1	\$0.00
Employee	0	\$0.00	1.5	\$0.00
Employee	110	\$21.18	1	\$2,329.80
Employee	0	\$0.00	1.5	\$0.00
Employee	80	\$24.09	1	\$1,927.20
Employee	0	\$0.00	1.5	\$0.00
Employee	0	\$28.08	1	\$0.00
Employee	0	\$0.00	1.5	\$0.00
Employee	74	\$34.10	1	\$2,523.40
Employee	0	\$0.00	1.5	\$0.00
Employee	10	\$34.10	1.5	\$511.50
Employee	10	\$23.40	1	\$234.00
Employee	0	\$0.00	1.5	\$0.00
Employee	0	\$32.13	1	\$0.00
Employee	0	\$0.00	1.5	\$0.00
Employee	20	\$27.59	1	\$551.80
Employee	0	\$0.00	1.5	\$0.00
Employee	19	\$27.59	1.5	\$786.32
Employee	0	\$30.93	1	\$0.00
Employee	0	\$0.00	1.5	\$0.00
	482			\$13,063.11

Chaves County Road Department - Time Out for February 2013 (Absent/Vacation/Sick/Holiday)

Work Date	Hours Absent	Employee Cost
02/04/2013	60	\$1,461.10
02/05/2013	56	\$1,433.84
02/06/2013	57	\$1,545.46
02/07/2013	31.5	\$715.78
02/11/2013	60	\$1,298.30
02/12/2013	20	\$325.40
02/13/2013	23	\$459.88
02/14/2013	62	\$1,502.26
02/18/2013	450	\$12,685.90
02/19/2013	50	\$1,247.40
02/20/2013	72.75	\$1,968.06
02/21/2013	63.5	\$1,550.31
02/25/2013	95	\$2,654.50
02/26/2013	40.5	\$892.07
02/27/2013	23	\$364.22
02/28/2013	34.5	\$736.54
	1198.75	\$30,841.03

	Employee Summary				
Employee	Hour	Rate	Multiplier	Total Cost	
Employee	20	\$28.44	1	\$568.80	
Employee	10	\$23.40	1	\$234.00	
Employee	30	\$40.93	1	\$1,227.90	
Employee	14.5	\$31.55	1	\$457.47	
Employee	30	\$23.40	1	\$702.00	
Employee	28.5	\$32.54	1	\$927.39	
Employee	10	\$25.77	1	\$257.70	
Employee	20	\$21.18	1	\$423.60	
Employee	50	\$28.34	1	\$1,417.00	
Employee	10	\$25.62	1	\$256.20	
Employee	16	\$32.20	1	\$515.20	
Employee	30	\$24.09	1	\$722.70	
Employee	11.5	\$30.31	1	\$348.56	
Employee	10	\$28.08	1	\$280.80	
Employee	10	\$22.72	1	\$227.20	
Employee	24.5	\$26.88	1	\$658.56	
Employee	40	\$29.42	1	\$1,176.80	
Employee	20	\$19.87	1	\$397.40	
Employee	21.5	\$31.98	1	\$687.57	
Employee	20	\$34.79	1	\$695.80	
Employee	14.5	\$25.44	1	\$368.88	
Employee	20	\$29.31	1	\$586.20	
Employee	20	\$28.61	1	\$572.20	
Employee	20	\$36.51	1	\$730.20	
Employee	50.5	\$28.96	1	\$1,462.48	
Employee	2.5	\$28.84	1	\$72.10	
Employee	19	\$28.80	1	\$547.20	
Employee	10	\$22.58	1	\$225.80	
Employee	24.5	\$29.58	1	\$724.71	
Employee	11.25	\$32.05	1	\$360.56	

Chaves County Road Department - Time Out for February 2013 (Absent/Vacation/Sick/Holiday)

Employee Summary				
Employee	Hour	Rate	Multiplier	Total Cost
Employee	60	\$34.10	1	\$2,046.00
Employee	30	\$23.40	1	\$702.00
Employee	50	\$37.30	1	\$1,865.00
Employee	20	\$23.40	1	\$468.00
Employee	10	\$30.23	1	\$302.30
Employee	10	\$32.13	1	\$321.30
Employee	160	\$0.00	1	\$0.00
Employee	30	\$29.88	1	\$896.40
Employee	60	\$32.59	1	\$1,955.40
Employee	15	\$24.82	1	\$372.30
Employee	20	\$27.59	1	\$551.80
Employee	21.5	\$32.59	1	\$700.69
Employee	10	\$33.47	1	\$334.70
Employee	60	\$30.93	1	\$1,855.80
Employee	0	\$0.00	1	\$0.00
Employee	10	\$21.88	1	\$218.80
Employee	13.5	\$30.93	1	\$417.56
	1198.75			\$30,841.03