The Town Council (the “Governing Body”) of the Town of Silver City, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at the Grant County Administration Center, 1400 Hwy. 180 East, Silver City, New Mexico 88061, being the meeting place of the Governing Body for the regular meeting held on September 24, 2019, at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present:  

Also Present:  

Absent:  

Thereupon, there was officially filed with the Town Clerk a copy of a proposed resolution in final form.
TOWN OF SILVER CITY, NEW MEXICO  
RESOLUTION NO. 2019-35

AUTHORIZING THE EXECUTION AND DELIVERY OF A TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE TOWN OF SILVER CITY, NEW MEXICO (THE “GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY (THE “FINANCE AUTHORITY”), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF $616,247 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FUNDING THE COST OF VARIOUS IMPROVEMENTS TO SCOTT PARK WITHIN THE GOVERNMENTAL UNIT, PAYING A LOAN PROCESSING FEE AND FUNDING A TAXABLE LOAN AGREEMENT RESERVE ACCOUNT; AND PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE TAXABLE LOAN AGREEMENT SOLELY FROM THE ONE-EIGHTH OF ONE PERCENT MUNICIPAL LOCAL GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-9, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF ONE-EIGHTH OF ONE PERCENT MUNICIPAL LOCAL GROSS RECEIPTS TAX TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE TAXABLE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

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

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

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Taxable Loan Agreement; and
WHEREAS, other than as described in Exhibit “A” to the Taxable Loan Agreement, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation, which is currently outstanding; and

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

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

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Taxable Loan Agreement; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF SILVER CITY, NEW MEXICO:

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

“Act” means the general laws of the State, Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, Section 7-19D-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the Taxable Loan Agreement and Intercept Agreement, including this Resolution.
“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Taxable Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Mayor, Town Manager, Finance Director and Town Clerk.

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

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


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

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

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

“Finance Authority” means the New Mexico Finance Authority.

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

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

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

“Governmental Unit” means the Town of Silver City, New Mexico.

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

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

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

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

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

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

“Pledged Revenues” means the second one-eighth of one percent Municipal Local Gross Receipts Tax enacted pursuant to the Tax Ordinance and Section 7-19D-9, NMSA 1978, as amended, and distributed to the Governmental Unit, which is utilizing the Project and benefiting from the Taxable Loan Agreement, which distribution is made monthly by the Distributing State Agency.

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

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

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

“Resolution” means this Resolution No. 2019-35 adopted by the Governing Body on September 24, 2019, approving the Taxable Loan Agreement and the Intercept Agreement as amended from time to time.

“State” means the State of New Mexico.

“Tax Ordinance” means Ordinance No. 722 passed and approved by the Governmental Unit pursuant to the Act on August 30, 1984, with an effective date of January 1, 1985, as amended by Ordinance 1181, passed and approved by the Governmental Unit pursuant to the Act on August 15, 2011, with an effective date of August 15, 2011, which imposes a Municipal Local Option Gross
Receipts Tax known as one-quarter of one percent (.25%) divided into two increments of 0.125%, of the gross receipts of all persons engaging in business within the Governmental Unit.

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

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

"Taxable Loan Agreement Reserve Account" means the Taxable Loan Agreement reserve account established in the name of the Governmental Unit funded from the proceeds of the Taxable Loan Agreement and administered by the Trustee pursuant to the Indenture.

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

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

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

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

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

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

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

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Taxable Loan Agreement.
D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Taxable Loan Agreement.

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

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

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

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

I. Pursuant to Section 7-19D-9, NMSA 1978, as amended, the Governmental Unit heretofore has adopted the Tax Ordinance, which imposes the one-quarter of one percent increment of the Municipal Local Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.

J. Pursuant to Section 7-1-6.12, NMSA 1978, as amended, the Government unit receives Pledged Revenues from the Distributing State Agency.

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

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Taxable Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of $616,247 plus interest thereon, and the execution and delivery of the Taxable Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project; (ii) fund the Taxable Loan Agreement Reserve Account; (iii) pay the Processing Fee; and (iv) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Taxable Loan Agreement and Intercept Agreement shall be in substantially the forms of the Taxable Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of $616,247, shall be payable in installments of principal due on May 1 of the years designated in Exhibit “B” to the Taxable Loan Agreement and bear interest payable
Section 6. Approval of Taxable Loan Agreement and Intercept Agreement. The forms of the Taxable Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Taxable Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Town Clerk is hereby authorized to affix the seal of the Governmental Unit on the Taxable Loan Agreement and the Intercept Agreement and attest the same. The execution of the Taxable Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

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

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

A. Program Account, Finance Authority Debt Service Account and Taxable Loan Agreement Reserve Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account, and the Taxable Loan Agreement Reserve Account to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the deposit of a portion of the proceeds of the Taxable Loan Agreement in the Program Account and the Finance Authority Debt Service Account; (ii) and the deposit of funds in the amount of the Taxable Loan Agreement Reserve Requirement in the Taxable Loan Agreement Reserve Account; and (iii) the payment of the Processing Fee to the Finance Authority, all as set forth in Exhibit “A” to the Taxable Loan Agreement.
The proceeds derived from the execution and delivery of the Taxable Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account, Taxable Loan Agreement Reserve Account and Finance Authority Debt Service Account and the Processing Fee shall be paid to the Finance Authority, all as provided in the Taxable Loan Agreement and the Indenture.

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

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

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

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

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

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, Pledged Revenues shall be paid to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest, premium, if any, and other amounts due under the Taxable Loan Agreement.

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

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

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

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

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

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

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

Section 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts
thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This
repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof,
heretofore repealed.
Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and Town Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

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

(Form of Summary of Resolution for Publication)

Town of Silver City, New Mexico
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2019-35, duly adopted and approved by the Governing Body of the Town of Silver City, New Mexico, on September 24, 2019. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the Town Clerk, 101 W. Broadway, Silver City, New Mexico 88061.

The title of the Resolution is:

TOWN OF SILVER CITY, NEW MEXICO
RESOLUTION NO. 2019-35

AUTHORIZING THE EXECUTION AND DELIVERY OF A TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE TOWN OF SILVER CITY, NEW MEXICO (THE “GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY (THE “FINANCE AUTHORITY”), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF $616,247 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF FUNDING THE COST OF VARIOUS IMPROVEMENTS TO SCOTT PARK WITHIN THE GOVERNMENTAL UNIT, PAYING A LOAN PROCESSING FEE AND FUNDING A TAXABLE LOAN AGREEMENT RESERVE ACCOUNT; AND PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE TAXABLE LOAN AGREEMENT SOLELY FROM THE ONE-EIGHTH OF ONE PERCENT MUNICIPAL LOCAL GROSS RECEIPTS TAX IMPOSED PURSUANT TO SECTION 7-19D-9, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF ONE-EIGHTH OF ONE PERCENT MUNICIPAL LOCAL GROSS RECEIPTS TAX TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE TAXABLE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; RATIFYING
ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE TAXABLE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

(End of Form of Summary for Publication)
PASSED, APPROVED AND ADOPTED THIS SEPTEMBER 24, 2019.

TOWN OF SILVER CITY, NEW MEXICO

By________________________________________
Ken Ladner, Mayor

[SEAL]

ATTEST:

By________________________________________
Ann L. Mackie, Town Clerk
Councilor ________________ then moved adoption of the foregoing Resolution, duly seconded by Councilor ________________.

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

Those Voting Aye: ________________________________
___________________________
___________________________
___________________________
___________________________

Those Voting Nay: ______________________________
___________________________
___________________________
___________________________

Those Absent: ________________________________
___________________________
___________________________

_______ (__) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the Town Clerk signed the Resolution upon the records of the minutes of the Governing Body.
After consideration of matters not relating to the Resolution, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

TOWN OF SILVER CITY, NEW MEXICO

By ________________________________

Ken Ladner, Mayor

[SEAL]

ATTEST:

By ________________________________

Ann L. Mackie, Town Clerk
EXHIBIT “A”

Meeting Agenda
of the September 24, 2019
Town Council Meeting

(See attached)
STATE OF NEW MEXICO
TOWN OF SILVER CITY
GRANT COUNTY

I, Ann L. Mackie, the duly qualified and acting Town Clerk of the Town of Silver City, New Mexico (the “Governmental Unit”), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Town Council of the Town of Silver City, New Mexico (the “Governing Body”), constituting the governing body of the Governmental Unit had and taken at a duly called regular meeting held at the Grant County Administration Center, 1400 Hwy. 180 East, Silver City, New Mexico 88061, on September 24, 2019, at the hour of 6:00 p.m., insofar as the same relate to the execution and delivery of the proposed Taxable Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of September, 2019.

TOWN OF SILVER CITY, NEW MEXICO

By ______________________________________
Ann L. Mackie, Town Clerk

[SEAL]