

STATE OF NEW MEXICO)
COUNTY OF GRANT) ss.

The Board of County Commissioners (the "Governing Body") of Grant County (the "Governmental Unit"), in the State of New Mexico, met in regular session in full conformity with the law and the rules and regulations of the Governing Body, at the Grant County Administration Center, 1400 E. Highway 180, Silver City, New Mexico, being the regular meeting place of the Governing Body, for the regular meeting held on the 14th day of October, 2008, at the hour of 3:00 p.m. Upon roll call the following members were found to be present:

Present: Mary Anne Sedillo
 Henry Torres
 Jovita Gonzalez

Absent: _____

Also present: _____

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

GRANT COUNTY, NEW MEXICO
ORDINANCE NO. 0-08-02

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN GRANT COUNTY (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF APPROXIMATELY \$3,447,943, TOGETHER WITH INTEREST THEREON AND A PROCESSING FEE, FOR THE PURPOSE OF FINANCING THE ACQUISITION OF A PARCEL OF LAND AND A BUILDING IN SILVER CITY, NEW MEXICO, TO BE USED AS A CONVENTION HALL FOR THE GOVERNMENTAL UNIT, SUBJECT TO A LEASE OF A PORTION OF THE BUILDING AND PARCEL TO A PRIVATE ENTITY; FUNDING A LOAN AGREEMENT RESERVE ACCOUNT; FUNDING A CAPITALIZED INTEREST ACCOUNT; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF, AND THE INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE EQUALIZATION DISTRIBUTION PURSUANT TO SECTION 7-1-6.16, NMSA 1978 AND THREE QUARTERS OF THE FIRST ONE-EIGHTH OF ONE PERCENT INCREMENT OF THE COUNTY GROSS RECEIPTS TAX IMPOSED BY THE GOVERNMENTAL UNIT'S ORDINANCE FILED IN ORDINANCE BOOK 204, PP. 562, 563, ADOPTED ON JUNE 23, 1987 WITH AN EFFECTIVE DATE OF JANUARY 1, 1988 PURSUANT TO SECTIONS 7-20E-9 AND 7-20E-11, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF THE EQUALIZATION DISTRIBUTION AND THREE QUARTERS OF THE FIRST ONE-EIGHTH OF ONE PERCENT INCREMENT OF COUNTY GROSS RECEIPTS TAX REVENUES TO THE GOVERNMENTAL UNIT 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; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; 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.

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

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

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest

of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governmental Unit is authorized to impose by ordinance pursuant to Section 7-20E-9, NMSA 1978, as amended, taxes on the gross receipts of any person engaging in business within the Governmental Unit; and

WHEREAS, pursuant to Section 7-20E-9, NMSA 1978, as amended, the Governmental Unit has by the Gross Receipts Tax Ordinance imposed the first increment of one-eighth of one percent (.125) of County Gross Receipts Tax on the gross receipts of all persons engaging in business within the Governmental Unit, the revenues of which, together with the Equalization Distribution, provides for the Pledged Revenues; and

WHEREAS, pursuant to Section 7-1-6.16, NMSA 1978, as amended, the Governmental Unit receives the Equalization Distribution from the Distributing State Agency, which, together with the revenues derived from the Gross Receipts Tax Ordinance, provides for the Pledged Revenues; and

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

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

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

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

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

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

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit; and

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF GRANT COUNTY, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance, 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, including Sections 4-62-1 through 4-62-10, NMSA 1978, as amended, Sections 7-1-6.16, 7-20E-9 and 7-20E-11, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Ordinance.

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

“Authorized Officers” means the Chairman or Vice-Chairman of the Governing Body, the Treasurer, the County Manager and the County Clerk.

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

“Capitalized Interest Account” means a sub-account established under the NMFA Debt Service Account in the name of the Governmental Unit and administered by the NMFA pursuant to the Indenture.

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

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

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

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

“Equalization Distribution” means the distribution of monies to the Governmental Unit by the Distributing State Agency pursuant to Section 7-1-6.16, NMSA 1978, as amended.

“Expense Fund” means the expense fund created pursuant to the Indenture, to be held and administered by the Trustee to pay Expenses.

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

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

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

“Governmental Unit” means Grant County, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance 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 NMFA and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the NMFA and the Trustee, as determined by the NMFA pursuant to a Pledge Notification or Supplemental Indenture, as defined in the Indenture.

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

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

“Loan Agreement” means the Loan Agreement dated the Closing Date between the NMFA 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 NMFA and/or the Trustee, and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement Principal Amount” means the original principal amount of the Loan 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 the 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 Aggregate Annual Debt Service Requirement under the Loan Agreement; or (iii) the maximum Aggregate Annual Debt Service Requirement under the Loan Agreement.

“NMFA Debt Service Account” means the debt service account established within the Debt Service Fund, as defined in the Indenture, in the name of the Governmental Unit for the receipt of payment of principal and interest, if any, on the Loan Agreement as the same become due.

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

“Ordinance” means this Ordinance No. _____ adopted by the Governing Body on October 14, 2008, approving the 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” mean the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

“Pledged Revenues” means revenues of the Governmental Unit received pursuant to its Equalization Distribution and the Tax Ordinance, and pledged to payment of the Loan Agreement Payments pursuant to this Ordinance and described on the Term Sheet.

“Processing Fee” means the processing fee to be paid on the Closing Date by the Governmental Unit to the NMFA 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 deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

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

“State” means the State of New Mexico.

“Tax Ordinance” means the Ordinance filed in Ordinance Book 204, pp. 562, 563, passed and approved by the Governmental Unit pursuant to the Act on June 23, 1987, with an effective date of January 1, 1988, which imposes the first increment of one-eighth of one percent (.125%)

County Gross Receipts Tax on the gross receipts of persons engaging in business within the Governmental Unit.

“Term Sheet” means the term sheet attached to the Loan Agreement as Exhibit “A”.

“Trustee” means the Bank of Albuquerque, N.A., Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the NMFA.

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

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

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

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

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

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

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

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

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

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

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

I. Pursuant to Section 7-1-6.16, NMSA 1978, as amended, the Governmental Unit receives the Equalization Distribution from the Distributing State Agency.

J. Pursuant to Section 7-20E-9, NMSA 1978, as amended, the Governmental Unit heretofore has adopted the Tax Ordinance, which imposes a first increment of County Gross Receipts Tax equal to one-eighth of one percent (.125%) on the gross receipts of persons engaging in business within the Governmental Unit.

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

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least two-thirds of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of approximately \$3,447,943, and the execution and delivery of the Loan Agreement and Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan: (i) to finance the acquisition of the Project; (ii) to fund the Loan Agreement Reserve Account; (iii) to fund the Capitalized Interest Account; (iv) to pay the Processing Fee; and (v) to make a deposit to the NMFA Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the form of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an original aggregate principal amount of approximately \$3,447,943, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, beginning on May 1, 2009, at the rates designated in Exhibit "B" to the Loan Agreement.

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

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with other obligations of the Governmental

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

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

A. Capitalized Interest Account, Program Account, NMFA Debt Service Account and Loan Agreement Reserve Account. The Governmental Unit hereby consents to creation of the NMFA Debt Service Account and Capitalized Interest Account to be held and maintained by the NMFA and to the Program Account, Expense Fund and the Loan Agreement Reserve Account to be held and maintained by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves the deposit of the portion of the proceeds of the Loan Agreement in: (i) the Capitalized Interest Account, the Program Account and the NMFA Debt Service Account; (ii) the deposit of funds in the amount of the Loan Agreement Reserve Requirement in the Loan Agreement Reserve Account, as set forth on the Term Sheet; and (iii) the payment of the Processing Fee to the NMFA. The Governmental Unit hereby acknowledges the Expense Fund is held by the Trustee pursuant to the Indenture.

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

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

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

B. Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the NMFA a certificate stating that the 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 NMFA Debt Service Account, as provided in the Loan Agreement and the Indenture.

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

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

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement the Pledged Revenues shall be paid to the NMFA for deposit in the NMFA Debt Service Account in an amount sufficient to pay the principal and interest due under the Loan Agreement, including the deposit of sufficient Pledged Revenues to the Loan Agreement Reserve Account to maintain the Loan Agreement Reserve Requirement. The Governmental Unit shall pay Pledged Revenues in an amount sufficient to pay Loan Agreement Payments, including an amount sufficient to cure any deficiencies in the Loan Agreement Reserve Account, to the NMFA or its assignee to be deposited in the NMFA Debt Service Account or the Loan Agreement Reserve Account, as applicable.

B. Termination on Deposits to Maturity. No payment shall be made into the NMFA Debt Service Account if the amounts in the NMFA Debt Service Account and Loan Agreement Reserve Account total a sum at least equal to the entire aggregate amount to become due as to principal and interest on, and any other amounts due under, the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9(C) of this Ordinance.

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

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

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other

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

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

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

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance 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 Ordinance.

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 Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Chairman of the Governing Body and County Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (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 Ordinance 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 Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

Grant County, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 0-08-02 duly adopted and approved by the Board of County Commissioners of Grant County, New Mexico on October 14, 2008. Complete copies of the Ordinance are available for public inspection during the normal and regular business hours of the County Clerk, 1400 E. Highway 180, Silver City, New Mexico.

The title of the Ordinance is:

GRANT COUNTY, NEW MEXICO
ORDINANCE NO. 0-08-02

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN GRANT COUNTY (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF APPROXIMATELY \$3,447,943, TOGETHER WITH INTEREST THEREON AND A PROCESSING FEE, FOR THE PURPOSE OF FINANCING THE ACQUISITION OF A PARCEL OF LAND AND A BUILDING IN SILVER CITY, NEW MEXICO, TO BE USED AS A CONVENTION HALL FOR THE GOVERNMENTAL UNIT, SUBJECT TO A LEASE OF A PORTION OF THE BUILDING AND PARCEL TO A PRIVATE ENTITY; FUNDING A LOAN AGREEMENT RESERVE ACCOUNT; FUNDING A CAPITALIZED INTEREST ACCOUNT; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF, AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE EQUALIZATION DISTRIBUTION PURSUANT TO SECTION 7-1-6.16, NMSA 1978 AND THREE QUARTERS OF THE FIRST INCREMENT OF ONE-EIGHTH OF ONE PERCENT OF THE COUNTY GROSS RECEIPTS TAX IMPOSED BY THE GOVERNMENTAL UNIT'S ORDINANCE FILED IN ORDINANCE BOOK 204, PP. 562, 563, ADOPTED ON JUNE 23, 1987 WITH AN EFFECTIVE DATE OF JANUARY 1, 1988 PURSUANT TO SECTIONS 7-20E-9 AND 7-20E-11, NMSA 1978, AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF THE EQUALIZATION DISTRIBUTION AND THREE QUARTERS OF THE FIRST INCREMENT OF ONE-EIGHTH OF ONE PERCENT OF COUNTY 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; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; 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 summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

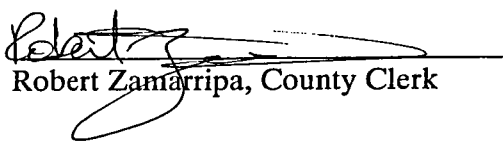
(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 14th DAY OF OCTOBER, 2008.

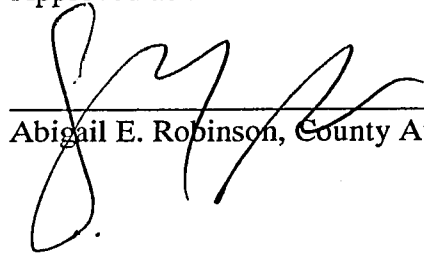
**GRANT COUNTY
BOARD OF COMMISSIONERS:**

(SEAL)


Henry Torres, Chairman
Board of County Commissioners


Robert Zamarripa, County Clerk

Approved as to form:

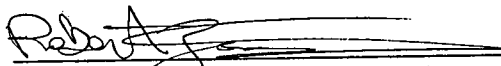

Abigail E. Robinson, County Attorney

PASSED, APPROVED AND ADOPTED THIS 14th DAY OF OCTOBER, 2008.

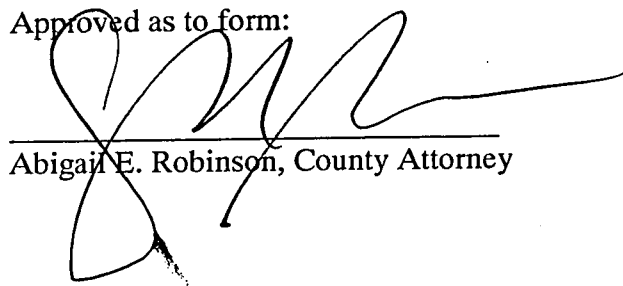
**GRANT COUNTY
BOARD OF COMMISSIONERS:**

(SEAL)


Henry Torres, Chairman
Board of County Commissioners


Robert Zamarripa, County Clerk

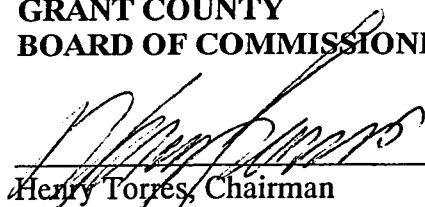
Approved as to form:

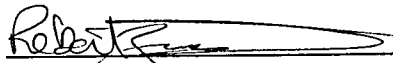

Abigail E. Robinson, County Attorney

PASSED, APPROVED AND ADOPTED THIS 14th DAY OF OCTOBER, 2008.

**GRANT COUNTY
BOARD OF COMMISSIONERS:**

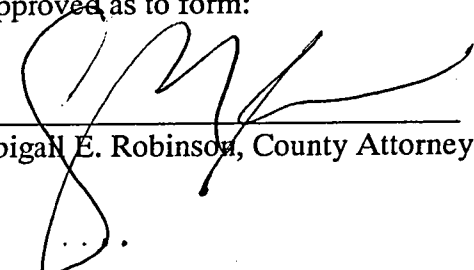
(SEAL)



Henry Torres, Chairman
Board of County Commissioners

Robert Zamarripa, County Clerk

Approved as to form:

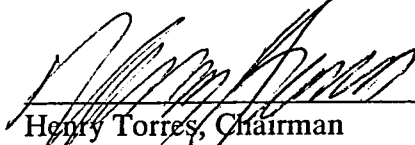


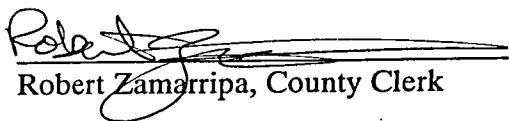
Abigail E. Robinson, County Attorney

PASSED, APPROVED AND ADOPTED THIS 14th DAY OF OCTOBER, 2008.

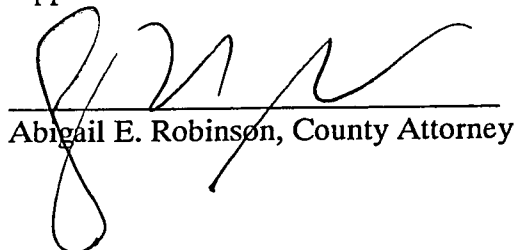
**GRANT COUNTY
BOARD OF COMMISSIONERS:**

(SEAL)


Henry Torres, Chairman
Board of County Commissioners


Robert Zamarripa, County Clerk

Approved as to form:



Abigail E. Robinson, County Attorney

PASSED, APPROVED AND ADOPTED THIS 14th DAY OF OCTOBER, 2008.

**GRANT COUNTY
BOARD OF COMMISSIONERS:**

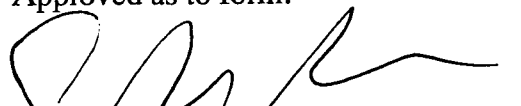
(SEAL)

Henry Torres, Chairman
Board of County Commissioners



Robert Zamarripa, County Clerk

Approved as to form:



Abigail E. Robinson, County Attorney

Commissioner Sedillo then moved adoption of the foregoing Ordinance, duly seconded by Commissioner Gonzales.

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

Those Voting Aye: Mary Ann Sedillo
Jovita Gonzales

Those Voting Nay: _____
Henry Torres Did not vote

Those Absent: _____

_____ () members of the Governing Body having voted in favor of said motion, the Chairman declared that at least a two-thirds majority of all members of that Governing Body having voted in favor, said motion carried and said Ordinance duly adopted, whereupon the Chairman and the County Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

EXHIBIT "A"

Meeting Agenda of the October 14, 2008
Board of County Commissioners Meeting

(See attached)

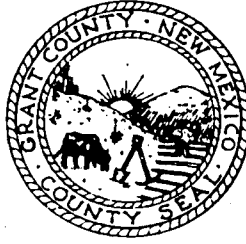
GRANT COUNTY

COMMISSIONERS

MARY ANN SEDILLO
DISTRICT 1

JOVITA G. GONZALES
DISTRICT 2

HENRY TORRES
DISTRICT 3



COUNTY MANAGER
JON PAUL SAARI

Telephone: (575) 574-0008
Fax: (575) 574-0073

BOARD OF GRANT COUNTY COMMISSIONERS

Regular Meeting Agenda

October 14th, 2008
3:00 PM

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Approval of Agenda**
- IV. Minutes**
 - a) Approval of minutes from special meeting September 17th, 2008
 - b) Approval of minutes from regular meeting September 25th, 2008
- V. Financial Reports**
 - c) Submit for review and financial reports month ending September 30th, 2008
 - d) Approval of expenditure listing dated October 13th, 2008
 - e) Approval of Treasurer's report month ending September 30th, 2008
- VI. New business**
 - f) Presentation for Mexican Wolf Center-Kevin Bixby
 - g) Approval of EMS Fund Act application for Tyrone volunteer fire department
 - h) Approval of inventory deletion requests
 - i) Approval of letter of support for Racino in Hidalgo County
- VII. Contracts & Agreements**
 - j) Approval of agreement A-08-69 DFA grant agreement amendment #3 07-L-G-3875
 - k) Approval of agreement A-08-70 NM Aging and Long Term Services department
 - l) Approval of agreement A-08-71 NM Aging and Long Term Services department
 - m) Approval of agreement A-08-72 NM DOH on behalf of Mimbres Valley EMS

Office Of The Grant County Commissioners

1400 Highway 180 East, Silver City, NM 88061 • P. O. Box 898, Silver City, NM 88062

- n) Approval of agreement A-08-73 NM DOH on behalf of Lower Mimbres volunteer fire department
- o) Approval of agreement A-08-74 Tyler Technologies

VIII. Tabled Items

- p) Approval of fiscal agent status regarding legislative requests policy

IX. Requests For Proposals

- q) Approval of RFP No. 08-01 emergency operations plan

X. Public Input

- During the public input portion of this meeting, we welcome your suggestions and want to hear your concerns. This is not a question and answer period. Individuals who wish to discuss an item in more depth may present a written request to have items placed on the regular agenda.

XI. County Reports

XII. Adjournment

STATE OF NEW MEXICO)
COUNTY OF GRANT) ss.

I, Robert Zamarripa, the duly acting and qualified County Clerk of Grant County, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of County Commissioners (the "Governing Body"), constituting the Governing Body of the Governmental Unit, had and taken at a duly called regular meeting held at the County Administration Center, 1400 Highway 180 East, Silver City, New Mexico, on October 14, 2008 at the hour of 3:00 p.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of October, 2008.

GRANT COUNTY, NEW MEXICO

By: Robert Zamarripa
Robert Zamarripa, County Clerk

