TOWN OF SILVER CITY TOWN COUNCIL

Regular Meeting

December 9, 2025, 6:00 PM

Grant County Administration Center, 1400 Hwy. 180 E.,
Silver City, NM

MISSION STATEMENT
of the TOWN OF SILVER CITY
Silver City is the hub of an inclusive community settled within a small town that through guided growth, honors and preserves its historical, cultural, and natural heritage while facilitating jobs, health, and educational resources such that the residents and visitors may enjoy and protect the recreational opportunities of the area and high quality of life.

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1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE AND SALUTE TO THE NEW MEXICO STATE FLAG**

2. **CHANGES TO AGENDA**

3. **CEREMONIES**

   A. **Employee of the month for August, September, October, November and December along with Employee of the Year.** -

4. **PROCLAMATIONS**

5. **COUNCIL COMMENTS**

6. **APPROVAL OF MINUTES**

   A. Regular Meeting on November 18, 2025 -

7. **PUBLIC INPUT**

8. **REPORTS**

   A. Manager's Report -

9. **PUBLIC HEARINGS**

10. **UNFINISHED BUSINESS**

11. **NEW BUSINESS**

    A. Mayors’ appointment of Councilor District 1 -

B. Mayors' appointment to Planning and Zoning Commission effective January 1, 2026 -

C. **Approval / Disapproval of Resolution 2025-33: A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT** -

D. **Approval / Disapproval of Resolution 2025-34: A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT** -

E. **Approval / Disapproval of RESOLUTION 2025-35: A RESOLUTION ADOPTING THE 2025-2030 SILVER CITY COMMUNITY FOREST MANAGEMENT PLAN.** -

F. **Approval / Disapproval of RESOLUTION 2025-36: A RESOLUTION BY THE TOWN COUNCIL TO DESIGNATING A SECTION OF UNDEVELOPED NORTH CORBIN STREET RIGHT-OF-WAY AS MONJE-MARTINEZ PARK.** -

G. **Resolution 2025-37: A Resolution accepting the Municipal Judge Elect's offer to disclaim a $12,000 portion of the $36,000 judge's salary to be redirected to court infrastructure** -

H. **Approval / Disapproval of Bid 25/26-1 Street, Drainage and ADA Improvements for Victoria, Dorothy, Daniel, Bard and Elias Streets.** -

I. **Appointment of Jacqui Olea as Acting Town Manager.** -

12. ADJOURNMENT

Council Members

Name	Elected Position	Telephone	Term of Office
Ken Ladner	Mayor	575-313-3990	01/2022 - 12/2025
Rudy Bencomo	Councilor, District 1	575-654-0415	01/2024 - 12/2027
Nicholas H. Prince	Councilor, District 2	575-654-0087	01/2022 - 12/2025
Stan Snider	Councilor, District 3	575-342-2535	01/2024 - 12/2027
Guadalupe Cano	Councilor, District 4	575-654-0148	01/2022 - 12/2025

MISSION STATEMENT OF THE TOWN OF SILVER CITY

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Silver City is the hub of an inclusive community settled within a small town that through guided growth, honors and preserves its historical, cultural, and natural heritage while facilitating jobs, health, and educational resources such that the residents and visitors may enjoy and protect the recreational opportunities of the area and high quality of life.

The Council may call an EXECUTIVE SESSION pursuant to NMSA 1978 Section 10-15-1(H) for the following reasons:

1. meetings pertaining to **issuance, suspension, renewal or revocation of a license**, except that a hearing at which evidence is offered or rebutted shall be open;
2. **limited personnel matters** which means the discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation or consideration of complaints or charges against any individual public employee;
3. meetings for the **discussion of bargaining strategy preliminary to collective bargaining negotiations** between the policymaking body and a bargaining unit representing the employees of that policymaking body and collective bargaining sessions at which the policymaking body and the representatives of the collective bargaining unit are present;
4. that portion of meetings at which a decision concerning **purchases in an amount exceeding $2,500 that can be made only from one source** and that portion of meetings at which the **contents of competitive sealed proposals solicited pursuant to the Procurement Code (13-1-28 NMSA 1978) are discussed during the contract negotiation process**. The actual approval of purchase of the item or final action regarding the selection of a contractor shall be made in an open meeting;
5. meetings subject to the **attorney-client privilege pertaining to threatened or pending litigation** in which the public body is or may become a participant;
6. meetings for the **discussion of the purchase, acquisition or disposal of real property or water rights** by the public body.

Note: NMSA 1978 Section 10-15-1(H) Exceptions (4) relating to students, (9) relating to public hospitals, and (10) relating to the gaming control board were not listed above since they do not apply to the Town of Silver City.

For information on what's happening in local government,
please visit the Town's website (www.townofsilvercity.org).

Town of Silver City, NM
Town Council
Item Report

Item #3.A

Meeting Date: December 9, 2025

Item: **Employee of the month for August, September, October, November and December along with Employee of the Year.**

Attachments:
None

Town of Silver City, NM
Town Council
Item Report

Item #6.A

Meeting Date: December 9, 2025

Item: Regular Meeting on November 18, 2025

Attachments:
1. 2025 11 18 Regular Town Council Meeting Minutes

TOWN OF SILVER CITY
REGULAR COUNCIL MEETING MINUTES
GRANT COUNTY ADMINISTRATION CENTER, 1400 HWY. 180 E., SILVER CITY, NM
November 18, 2025, 6:00 p.m.

Members Present:
Ken Ladner, Mayor
Nicholas Prince, Councilor District 2
Stan Snider, Councilor District 3
Guadalupe Cano, Councilor District 4

Others present:
Jacqui Olea, Assist. Town Manager
Charles Kretek, Attorney
Randy Hernandez, Business Operations Manager
Alfred Sedillo, Town Clerk
Antonio Carrillo, Police Captain
Ben Beltron, Executive Director, CAT

1. CALL TO ORDER - Mayor Ladner called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE AND SALUTE TO NEW MEXICO STATE FLAG - Mayor Ladner invited the public to recite the Pledge of Allegiance and Salute to the New Mexico State Flag.

2. CHANGES TO AGENDA – NONE

3. CEREMONIES – NONE

4. PROCLAMATIONS – NONE

5. COUNCIL COMMENTS – Councilor Snider had no comments.

Councilor Prince had no comments.

Councilor Cano reported on the Grant County Chamber of Commerce awards ceremony, noting recognition of volunteer and paid firefighters and law enforcement officers involved in the Trout Fire. Additional award recipients included:

- **Small Business of the Year:** WSI, a local electrician company
- **Community Stewardship:** Gila Resources Information Project
- **Nonprofits of the Year:** Silver Sexual Assault Support Services (SASS)
- **Employee of the Year:** Sheila Hudman, Santa Clara Town Clerk
- **Volunteer of the Year:** Kathryn McCaroll, honored for her extensive service at the Winter Warming Center
- **Linda K. Jones Humanitarian/Lifetime Achievement:** Mary Alice Murphy, editor and publisher of the Grant County Beat

- **Citizen of the Year:** Patricia Morales Cano, Councilor Cano's mother

Councilor Cano then addressed an incident during a work session, stating she was offended that the mayor referred to her as a "lame duck." She emphasized that despite losing the election, she still has a month, and a half left in her term and remains committed to serving District 4.

Mayor Ladner acknowledged that Councilor Cano was correct regarding comments made at a previous meeting. He had referred to himself as a "lame duck," but emphasized that neither he nor Councilor Cano viewed their roles as winding down before the end of their terms.

He explained that he continues to engage actively in his responsibilities, including ongoing "Monday with the Mayor" meetings. Mayor Ladner praised Councilor Cano's dedication during her 12 years of service, describing her as one of the strongest and most passionate council members, consistently giving 100% to her position.

The mayor concluded with an apology to Councilor Cano if his earlier remarks caused offense.

6. APPROVAL OF MINUTES:

A. October 28, 2025, Regular Meeting. <u>Councilor Prince moved to approve October 28, 2025, Minutes of the Regular Council Meeting of the Town of Silver City.</u> Councilor Snider seconded the motion as stated. <u>Motion carried unanimously.</u>

7. PUBLIC INPUT – NONE

8. REPORTS:

A. Manager's Report – NONE

9. PUBLIC HEARINGS: NONE

10. UNFINISHED BUSINESS: NONE

11. NEW BUSINESS:

A. Approval / Disapproval of a Public Celebration Permit: for the Small Business Saturday & 35th Annual Lighted Christmas Parade Party November 29, 2025, with alcohol served from 12:00 pm to 10:00 pm at 214 W. Yankie Street, Silver City, New Mexico. Liquor License Holder: 1) Open Space Brewing, License #SBL-000112, P. O. Box 2369, Silver City, NM 88062. Matt Leaf stated they will be hosting a small event on November 29th in downtown Silver City and is hoping the Council will approve the permit.

Mayor Ladner asked if there were any questions or comments for Mr. Leaf. Hearing none, Mayor Ladner as for a motion.
Councilor Prince moved to approve <u>**a Public Celebration Permit: for the Small Business Saturday & 35th Annual Lighted Christmas Parade Party November 29, 2025, with**</u>

alcohol served from 12:00 pm to 10:00 pm at 214 W. Yankie Street, Silver City, New Mexico. Liquor License Holder: 1) Open Space Brewing, License #SBL-000112, P. O. Box 2369, Silver City, NM 88062. Councilor Snider seconded the motion as stated. Motion carried unanimously.

B. Approval / Disapproval of a Public Celebration Permit: for Holiday Party, December 13, 2025, with alcohol served from 12:00 pm to 10:00 pm at 214 W. Yankie Street, Silver City, New Mexico. Liquor License Holder: 1) Open Space Brewing, License #SBL-000112, P. O. Box 2369, Silver City, NM 88062. Matt Leaf stated the event will be two (2) weeks later at the same location. Mr. Leaf asked for approval as well.

Mayor Ladner asked if there were any questions or comments for Mr. Leaf. Hearing none, Mayor Ladner as for a motion.

Councilor Snider moved to approve **a Public Celebration Permit: for Holiday Party, December 13, 2025, with alcohol served from 12:00 pm to 10:00 pm at 214 W. Yankie Street, Silver City, New Mexico. Liquor License Holder: 1) Open Space Brewing, License #SBL-000112, P. O. Box 2369, Silver City, NM 88062.** Councilor Prince seconded the motion as stated. Motion carried unanimously.

C. Approval / Disapproval of a Public Celebration Permit: for Holiday Market, December 11, 2025, with alcohol served from 5:00 pm to 8:30 pm at 601 N. Bullard Street, Silver City, New Mexico. Liquor License Holder: 1) Little Toad Creek LLC, License #SBL-000032, 203 S. Mill Road, Silver City, NM 88061. Arthur Gamez stated they will be hosting a Holiday Market on December 11th sponsored by Power and Light Press and would like the Council to approve the permit.

Mayor Ladner asked if there were any questions or comments for Mr. Gamez.

Councilor Prince wanted to make sure the event was on December 11th because Mr. Gamez stated the event was on the 13th.

Mr. Gamez verified it was on the 11th.

Councilor Cano moved to approve a **Public Celebration Permit: for Holiday Market, December 11, 2025, with alcohol served from 5:00 pm to 8:30 pm at 601 N. Bullard Street, Silver City, New Mexico. Liquor License Holder: 1) Little Toad Creek LLC, License #SBL-000032, 203 S. Mill Road, Silver City, NM 88061.** Councilor Snider seconded the motion as stated. Motion carried unanimously.

D. Approval / Disapproval of Affirmation of Local Board, as required by State of New Mexico Public Employee's Bargaining Act, Section 10-7E-10D(1) Assistant Town Manager Jacqui Olea stated in the Councils packet they would find three (3) letters provided by the Local Labor Unions wishing to continue the operation of the Local Labor Management Relations Board. It is up to the Councils discretion. Ms. Olea stated this is required by December 31st or it will nullify the bargaining agreements.

Mayor Ladner asked if there were any questions or comments for Ms. Olea.

Councilor Prince stated typically the Mayor with Council consent do appointments for the Labor Relations Board and for the Presidents that are submitting their letters, this is just their letter of support for continuing the board. We are not changing the composition of the board as presently it stands in any way, shape, or form. Councilor Prince wanted to confirm with Ms. Olea.

Assistant Town Manager Jacqui Olea stated that was correct.

Mayor Ladner asked if there were any more questions or comments for Ms. Olea. Hearing none, Mayor Ladner asked for a motion.

Councilor Cano moved to approve of **Affirmation of Local Board, as required by State of New Mexico Public Employee's Bargaining Act, Section 10-7E-10D(1).** Councilor Prince seconded the motion as stated.

Mayor Ladner asked for a roll call vote Town Clerk, Alfred Sedillo did a roll call vote. Councilor Prince voted aye; Councilor Snider voted aye; and Councilor Cano voted aye. Motion carried unanimously.

12. ADJOURNMENT - Mayor Ladner stated this concluded the items on the agenda. Mayor Ladner asked for a motion to adjourn. Councilor Prince moved to adjourn. Councilor Snider seconded the motion as stated. Motion carried unanimously. Meeting adjourned at 6:18 p.m.

____

Ken Ladner, Mayor

Attest:

____

Alfred Sedillo, Town Clerk

Town of Silver City, NM
Town Council
Item Report

Item #8.A

Meeting Date: December 9, 2025

Item: Manager's Report

Attachments:
None

Town of Silver City, NM Town Council Item Report

Item #11.A

Meeting Date: December 9, 2025

Item: Mayors' appointment of Councilor District 1

Attachments:
None

Town of Silver City, NM Town Council Item Report

Item #11.B

Meeting Date: December 9, 2025

Item: Mayors' appointment to Planning and Zoning Commission effective January 1, 2026

Attachments:
1. app from Dale Lane 11-17-25_Redacted
2. app NEW Dale Lane - recommendation to Mayor 2025-11-19

TOWN OF SILVER CITY

APPLICATION TO SERVE ON A TOWN COMMISSION

Please check which Town Commission you would like to serve on. Information on each of the Commissions can be found on the Town's website at www.townofsilvercity.org or you may contact the Town Clerk's office at City Hall or by phone at 575-534-6346. Terms of office are two years. Persons are appointed to these volunteer positions by the Mayor with the Town Council's consent.

☒ **Planning and Zoning Commission**

***IMPORTANT:** As a member of the Commission, you will be considered a "public officer" under the State of New Mexico Government Conduct Act, Section 10-16-1 Et Seq. You are encouraged to first read that Act, a copy of which is available at the office of the Town Clerk. Willful violations of that Act may result in criminal penalties.*

A summary of the most relevant sections of the NM Government Conduct Act includes:

1. ***Disclosure of financial interests in matters which may come before you as a Commissioner.***
2. ***No receiving of "honorariums" for speeches or services from any source in an amount in excess of $100.***
3. ***No disclosure of confidential information.***
4. ***No actions or recommendations to contract the Town with an entity in which the Commissioner or his family has a substantial interest.***
5. ***Limitations on the Commissioner's ability to represent or contract with the Town within one year after service on the Commission.***

By signing this application and taking the Oath of Office, you are indicating acknowledgment and acceptance of the foregoing.

APPLICATION: Please complete the following application (2 pages) and return it to the Town Clerk at City Hall, 101 W. Broadway Avenue, Silver City. You may also mail it to the Town Clerk at P.O. Box 1188, Silver City, NM 88062 or email it to townclerk@silvercitynm.gov or fax it to 575-534-6377.

Your full legal name: Dale Lane Phone: ______

Street address: 4101 N Swan St. Cell: 575-590-0557

Mailing address: ______ Email: dLane4101@gmail.com

How long have you lived at this address? 30 yrs In Grant County? yes

If less than 2 years, please provide your previous address. ______

Occupation and Employer: Self How long? 30 yrs

Drivers License Number and State of issuance: [redacted]6135 NM

Have you served on any Town or County appointed Boards or Committees in the past 5 years? No

If yes, which ones? ______

What Town or County civic organizations do you belong to, if any? Elks Lodge, Moose Lodge

Describe any other community volunteer service in which you have been involved. Aldo Leopold Charter School board, Chamber of Commerce board and SIGRED board.

Please explain why you are interested in serving on the Commission that you have selected? I feel I can bring a unique perspective due to my experience w/ construction, utilities + finance. I would like to help the town moving forward in addressing affordable housing and encouraging commercial growth.

Briefly describe your experience(s), education, training, etc., which would assist you as a member of the Commission that you have selected. I have my GB98 general contractors lic, MM98 plumbing lic., GF09 utilities lic and BS in Ag. Econ. from NMSU. I have ran a family plumbing business and was a loan officer at 1st NM Bank.

Please include any other information that is relevant to determining your fitness for the office you seek.

I CERTIFY THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT. I UNDERSTAND THAT BY SIGNING THIS APPLICATION AND TAKING THE OATH OF OFFICE THAT I AM INDICATING ACKNOWLEDGMENT AND ACCEPTANCE THAT, IF APPOINTED, I WILL BE A "PUBLIC OFFICER" OF THE TOWN OF SILVER CITY AND MUST COMPLY WITH THE STATE OF NEW MEXICO GOVERNMENT CONDUCT ACT, SECTION 10-16-1 ET SEQ.

[signature]
Signature of Applicant

11/14/25
Date

Please use the back side of this form to add any additional comments. Thank you.

MEMORANDUM

TO: Mayor Ladner

CC: Alfred Sedillo, Town Clerk
Jacqui Olea, Assistant Town Manager
Susan Mittelstadt, Vice Chair Planning and Zoning Commission

FROM: Simon Wheaton-Smith, Chair Planning and Zoning Commission

DATE: Wednesday November 19, 2025

TOPIC: Recommendation regarding the appointment of Dale Lane as a Commissioner of the Planning and Zoning Commission (P&Z) to fill an upcoming vacancy.

Mr. Mayor,

for some time now the Town Web Site has stated there is a vacancy for a Planning and Zoning Commissioner. Further I have consistently mentioned the need to replace me since I will be transitioning to the Town Council. P&Z as well as other boards and committees often have a hard time filling vacancies, so it is a welcome surprise that Dale Lane has a skill set that fits in very well to P&Z in particular.

I met with Dale Lane for two hours on Wednesday November 19, 2025 and we had a thorough exchange of both questions and ideas.

I was impressed with his prior activities as a contractor and his many questions and related insights. We discussed what issues go to P&Z and which ones do not, and how we interact with Community Development as well as the Town Council. We discussed the difference between P&Z acting as a zoning board, and P&Z acting as a planning Commission and its role in Land Use and Zoning Code "continuous improvement". His prior experience on some boards will be helpful, and his prior business activities will fill a void we will have on P&Z. In particular, his perspective as a contractor will be a great help in identifying more issues in the Land Use and Zoning Code of 2025 that can be streamlined thus helping our Town and our citizens.

I heartily recommend that this applicant, Dale Lane, be placed on the next Town Council agenda for approval; this is an appointment to fill a vacancy that exists at midnight December 31, 2025 and thus his appointment would come into existence on January 1, 2026. His appointment will help smooth the transition.

Simon Wheaton-Smith
Chair, Planning and Zoning Commission
Silver City NM
Member: New Mexico Municipal League Zoning Officials subsection

Town of Silver City, NM
Town Council
Item Report

Item #11.C

Meeting Date: December 9, 2025

Item: **Approval / Disapproval of Resolution 2025-33: A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT**

Attachments:
1. CIF-6731. Resolution. Final. 12.2.25

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF RESOLUTION NO. 2025-33 OF THE TOWN COUNCIL OF THE TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO DECEMBER 9, 2025

STATE OF NEW MEXICO)
) ss.
COUNTY OF GRANT)

The Town Council (the "Governing Body") of the Town of Silver City (the "Borrower/Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at the Grant County Administrative Center, 1400 Highway 180 E., Silver City, New Mexico, being the meeting place of the Governing Body for the meeting held on the 9th day of December, 2025 at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor: ______________________________________

Councilors: ______________________________________

____

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____

____

Absent:

____

____

Also Present:

____

____

____

Thereupon, there were officially filed with the Town Clerk copies of a proposed Resolution and Colonias Infrastructure Project Fund Loan/Grant Agreement in final form, the proposed Resolution being as hereinafter set forth:

[*Remainder of page intentionally left blank.*]

TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO
RESOLUTION NO. 2025-33

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT ("AGREEMENT" OR "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA," OR THE "LENDER/GRANTOR") AND THE TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO (THE "BORROWER/GRANTEE") FOR THE BENEFIT OF THE DESIGNATED COLONIA OF SANTA CLARA IN THE TOTAL AMOUNT OF ONE MILLION NINE HUNDRED FIFTY-THREE THOUSAND TWO HUNDRED SEVENTY DOLLARS ($1,953,270), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE DESIGN AND CONSTRUCTION OR EQUIPPING AN EXISTING WELL AND CONNECTING THE WELL TO THE SANTA CLARA BOOSTER TANKS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE ADMINISTRATIVE FEE AND LOAN AMOUNT OF ONE HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED TWENTY-SEVEN DOLLARS ($195,327) SOLELY FROM SEVENTY-FIVE PERCENT (75%) OF THE REVENUES OF THE ONE-QUARTER OF ONE PERCENT (0.25%) OF MUNICIPAL LOCAL OPTION GROSS RECEIPTS TAX IMPOSED BY THE TAX ORDINANCE (AS DEFINED IN THIS RESOLUTION) AND ACCEPTANCE OF A GRANT AMOUNT OF ONE MILLION SEVEN HUNDRED FIFTY-SEVEN THOUSAND NINE HUNDRED FORTY-THREE DOLLARS ($1,757,943); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT 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 LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the Colonias Infrastructure Board ("CIB") is a public body duly organized and created under and pursuant to the laws of the State of New Mexico (the "State"), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, (the "Colonias Infrastructure Act" or the "Act"); and

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1, through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, §§ 3-1-1 through 3-66-11, NMSA 1978, as amended and its Territorial Charter; and

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the "Fund") in the NMFA, to be administered by the NMFA to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, there exists within the boundaries of the Borrower/Grantee the Colonia, a community that has been designated as a Colonia within the meaning of the Act; and

WHEREAS, the Borrower/Grantee will receive the Loan/Grant for the benefit of the Colonia and the public they serve; and

WHEREAS, the Borrower/Grantee submitted an application dated February 28, 2025, for the Project; and

WHEREAS, the CIB has determined that the Project is a Qualified Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 15, 2025, recommended to the NMFA that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the NMFA enter into and administer the Loan/Grant Agreement; and

WHEREAS, the NMFA approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 26, 2025; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee that the Borrower/Grantee enter into an Agreement with the Lender/Grantor to borrow one hundred ninety-five thousand three hundred twenty-seven dollars ($195,327) from the Lender/Grantor and to accept a grant in the amount of one million seven hundred fifty-seven thousand nine hundred forty-three dollars ($1,757,943) from the Lender/Grantor to finance the costs of the Project, more particularly described in the Term Sheet; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Local Match and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee, the Colonia and the constituent public they serve that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the CIB or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the CIB, the NMFA or the State; and

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

WHEREAS, the Governing Body hereby determines that the Local Match is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant 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 TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Resolution 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 Resolution including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms not defined herein shall have the meaning given them by the Loan/Grant Agreement.

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the NMFA calculated on the amount of the outstanding principal balance, as shown on Exhibit C attached hereto.

“Agreement” or “Loan/Grant Agreement” means the Loan/Grant Agreement and any amendments or supplements thereto, including the Exhibits attached thereto.

“Authorized Officers” means, any one or more of the Mayor, Mayor Pro Tem, Town Manager and Town Clerk, and Town Clerk of the Borrower/Grantee.

“Closing Date” means the date of execution of the Loan/Grant Agreement by the Borrower/Grantee and the NMFA.

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonia of Santa Clara.

“Colonias Infrastructure Project Fund” or “Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

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

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by the Loan/Grant Agreement, in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and completing the Project, and, without limitation, Eligible Legal Costs, Eligible Fiscal Agent Fees and Eligible Project Management Fees.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the qualified project, in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

“Eligible Project Management Fees” means the fees and costs associated with the planning, implementation and technical oversight of the project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project, in an amount up to ten percent (10%) of the Loan/Grant Amount.

“Fiscal Year” means the period commencing on July 1 of 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 Borrower/Grantee as its fiscal year.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the NMFA establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the Town Council of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall equal 90% of the amount disbursed during the Interim Period not to exceed one million seven hundred fifty-seven thousand nine hundred forty-three dollars ($1,757,943).

"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.

"Loan" or "Loan Amount" means 10% of the amount disbursed to the Borrower/Grantee during the Interim Period for the purpose of funding the Project, and shall not equal more than one hundred ninety-five thousand three hundred twenty-seven dollars ($195,327).

"Loan/Grant" or "Loan/Grant Amount" means the combined amount distributed to the Borrower/Grantee during the Interim Period as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project and shall not equal more than one million nine hundred fifty-three thousand two hundred seventy dollars ($1,953,270).

"Loan Payments" means, collectively, the Principal Component (defined in the Loan/Grant Agreement), Administrative Fee and interest, if any, to be paid by the Borrower/Grantee as payment of the Loan/Grant Agreement as shown on Exhibit "C" to the Loan/Grant Agreement.

"Local Match" means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is one million seven hundred forty-three thousand eight hundred twenty-three dollars ($1,343,823).

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Pledged Revenues" means seventy-five percent (75%) of the revenues of what was known as the fifth of one-quarter of one percent (0.25%) increment of Municipal Local Option Gross Receipts Tax imposed on the gross receipts of all persons engaging in business within the Governmental Unit pursuant to the Tax Ordinance and pledged to the payment of the Loan Payments pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet, which tax is enforceable under Section 7-19D-9, NMSA 1978, as amended.

"Policies" means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

"Political Subdivision of the State" means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

"Project" means the project described in the Term Sheet.

"Project Account" means the book account, if any, established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualified Entity" means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

"Qualified Project" means a capital outlay project recommended by the CIB to the NMFA for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

"Resolution" means this Resolution as it may be supplemented or amended from time to time.

"Rules" means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

"State" means the State of New Mexico.

"Tax Ordinance" means the Borrower/Grantee's Ordinance No. 722 dated August 30, 1984, as amended by Ordinance No. 1181 dated August 15, 2011, and by Ordinance No. 1229 dated June 9, 2014, passed and approved by the Borrower/Grantee pursuant to what is now Section 7-19D-9, NMSA 1978, as amended, which imposes what was previously identifiable as the fifth one-quarter of one percent (0.25%) increment of Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective January 1, 1985. Pursuant to Laws 2019, Chapter 274, § 16, the Municipal Local Option Gross Receipts Tax imposed by Ordinance No. 722, as amended, is no longer identifiable as the fifth increment, and instead comprise one-quarter of one percent (0.25%) of the maximum rate of municipal gross receipts tax of two and one-half percent(2.5%) that may be imposed under 7-19D-9, NMSA 1978, as amended, of which seventy-five percent (75%) of the revenues of such one-quarter of one percent (0.25%) is pledged to the Loan.

"Term Sheet" means Exhibit "A" attached to the Loan/Grant Agreement.

"Useful Life" means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is 20 years.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee, the Colonia and the public they serve.

Section 4. Findings. The Governing Body 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 Borrower/Grantee, the Colonia and the public they serve.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Local Match is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The Lender/Grantor shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has or will acquire proper title to, easements, rights-of-way, permits or the requisite access needed by legal conveyances such as right-of-way, easements, deeds, permits or the requisite access needed, on the real property upon or through which the Project will be conducted by right of use or adverse possession, by legal conveyances such as right-of-way, easements, deeds, permits or other instruments, or will acquire any necessary titles or access rights by exercise of its power of eminent domain.

Section 5. Loan/Grant 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, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of one million seven hundred fifty-seven thousand nine hundred forty-three dollars ($1,757,943) and borrowing the Loan Amount of one hundred ninety-five thousand three hundred twenty-seven dollars ($195,327) to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of one million seven hundred fifty-seven thousand nine hundred forty-three dollars ($1,757,943) and the Loan shall be in the amount of one hundred ninety-five thousand three hundred twenty-seven dollars ($195,327). Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body, at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers who are hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

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

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA and further approves of the deposit or crediting of a portion of the Loan/Grant Amount to pay expenses. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Colonias Infrastructure Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. CIB and NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article V of the Loan/Grant Agreement. Neither the CIB nor the NMFA shall in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount

Section 9. Payment of Loan Amount and Administrative Fee. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount, the Administrative Fee and any other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

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

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully 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, ordinances, resolutions, 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 Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and Town Clerk of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

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:

[*Remainder of page intentionally left blank.*]

[*Form of Notice of Adoption 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. 2025-33, duly adopted and approved by the Town Council of Town of Silver City on December 9, 2025. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Town Clerk, at 101 W. Broadway, Silver City, New Mexico 88061.

The title of the Resolution is:

TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO
RESOLUTION NO. 2025-33

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT ("AGREEMENT" OR "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA," OR THE "LENDER/GRANTOR") AND THE TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO (THE "BORROWER/GRANTEE") FOR THE BENEFIT OF THE DESIGNATED COLONIA OF SANTA CLARA IN THE TOTAL AMOUNT OF ONE MILLION NINE HUNDRED FIFTY-THREE THOUSAND TWO HUNDRED SEVENTY DOLLARS ($1,953,270), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE DESIGN AND CONSTRUCTION OR EQUIPPING AN EXISTING WELL AND CONNECTING THE WELL TO THE SANTA CLARA BOOSTER TANKS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE ADMINISTRATIVE FEE AND LOAN AMOUNT OF ONE HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED TWENTY-SEVEN DOLLARS ($195,327) SOLELY FROM SEVENTY-FIVE PERCENT (75%) OF THE REVENUES OF THE ONE-QUARTER OF ONE PERCENT (0.25%) OF MUNICIPAL LOCAL OPTION GROSS RECEIPTS TAX IMPOSED BY THE TAX ORDINANCE (AS DEFINED IN THIS RESOLUTION) AND ACCEPTANCE OF A GRANT AMOUNT OF ONE MILLION SEVEN HUNDRED FIFTY-SEVEN THOUSAND NINE HUNDRED FORTY-THREE DOLLARS ($1,757,943); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT 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 LOAN/GRANT AGREEMENT.

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

[*End of Form of Notice of Adoption for Publication*]

PASSED, APPROVED AND ADOPTED THIS 9TH DAY OF DECEMBER, 2025.

TOWN OF SILVER CITY,
GRANT COUNTY, NEW MEXICO

By___________________________________
Ken Ladner, Mayor

ATTEST:

By___________________________________
Alfred Sedillo, Town Clerk

[*Remainder of page intentionally left blank.*]

Governing Body Member ___________________________ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member ________________________

The motion to adopt the 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 the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and Town Clerk signed the Resolution upon the records of the minutes of the Governing Body.

[*Remainder of page intentionally left blank.*]

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

TOWN OF SILVER CITY,
GRANT COUNTY, NEW MEXICO

By_________________________________
Ken Ladner, Mayor

ATTEST:

By_________________________________
Alfred Sedillo, Town Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF GRANT)

I, Alfred Sedillo, the duly qualified and acting Town Clerk of the Town of Silver City, New Mexico (the "Borrower/Grantee"), 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 Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the Grant County Administrative Center, 1400 Highway 180 E., Silver City, New Mexico, on December 9, 2025 at the hour of 6:00 p.m., insofar as the same relate to the adoption of Resolution No. 2025-33 and the execution and delivery of the proposed Loan/Grant Agreement, a copy 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. The 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 the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 2025-01, adopted and approved on January 14, 2025, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of January, 2026.

TOWN OF SILVER CITY,
GRANT COUNTY, NEW MEXICO

By__________________________________
Alfred Sedillo, Town Clerk

[SEAL]

EXHIBIT "A"

Notice of Meeting, Meeting Agenda, Minutes and
Affidavit of Publication of Notice of Adoption of Resolution

Town of Silver City, NM
Town Council
Item Report

Item #11.D

Meeting Date: December 9, 2025

Item: **Approval / Disapproval of Resolution 2025-34: A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT**

Attachments:
1. CIF-6732. Resolution. Final. 12.2.25

RECORD OF PROCEEDINGS RELATING TO THE ADOPTION OF RESOLUTION NO. 2025-34 OF THE TOWN COUNCIL OF THE TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO DECEMBER 9, 2025

STATE OF NEW MEXICO)
) ss.
COUNTY OF GRANT)

The Town Council (the "Governing Body") of the Town of Silver City (the "Borrower/Grantee") met in a regular session in full conformity with the law and the rules and regulations of the Governing Body at the Grant County Administrative Center, 1400 Highway 180 E., Silver City, New Mexico, being the meeting place of the Governing Body for the meeting held on the 9th day of December, 2025 at the hour of 6:00 p.m. Upon roll call, the following members were found to be present:

Present:

Mayor: ______________________________

Councilors: ______________________________

____

____

____

____

____

Absent:

____

____

Also Present:

____

____

____

Thereupon, there were officially filed with the Town Clerk copies of a proposed Resolution and Colonias Infrastructure Project Fund Loan/Grant Agreement in final form, the proposed Resolution being as hereinafter set forth:

[*Remainder of page intentionally left blank.*]

TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO
RESOLUTION NO. 2025-34

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT ("AGREEMENT" OR "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA," OR THE "LENDER/GRANTOR") AND THE TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO (THE "BORROWER/GRANTEE") FOR THE BENEFIT OF THE DESIGNATED COLONIAS OF ARENAS VALLEY, PINOS ALTOS, ROSEDALE AND TYRONE TOWNSITE IN THE TOTAL AMOUNT OF ONE MILLION EIGHTY-FOUR THOUSAND SIX HUNDRED TWENTY-SIX DOLLARS ($1,084,626), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE CONSTRUCTION OF THE INTERIOR AND EXTERIOR RENOVATIONS TO THE WATER STORAGE TANK, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE ADMINISTRATIVE FEE AND LOAN AMOUNT OF ONE HUNDRED EIGHT THOUSAND FOUR HUNDRED SIXTY-THREE DOLLARS ($108,463) SOLELY FROM SEVENTY-FIVE PERCENT (75%) OF THE REVENUES OF THE ONE-QUARTER OF ONE PERCENT (0.25%) OF MUNICIPAL LOCAL OPTION GROSS RECEIPTS TAX IMPOSED BY THE TAX ORDINANCE (AS DEFINED IN THIS RESOLUTION) AND ACCEPTANCE OF A GRANT AMOUNT OF NINE HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED SIXTY-THREE DOLLARS ($976,163); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT 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 LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the Colonias Infrastructure Board ("CIB") is a public body duly organized and created under and pursuant to the laws of the State of New Mexico (the "State"), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, (the "Colonias Infrastructure Act" or the "Act"); and

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1, through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, §§ 3-1-1 through 3-66-11, NMSA 1978, as amended and its Territorial Charter; and

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the "Fund") in the NMFA, to be administered by the NMFA to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, there exists within the boundaries of the Borrower/Grantee the Colonias, communities that have been designated as Colonias within the meaning of the Act; and

WHEREAS, the Borrower/Grantee will be receiving the Loan/Grant for the benefit of the Colonias and the public they serve; and

WHEREAS, the Borrower/Grantee submitted an application dated March 4, 2025, for the Project; and

WHEREAS, the CIB has determined that the Project is a Qualified Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 15, 2025, recommended to the NMFA that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, and the CIB has recommended that the NMFA enter into and administer the Loan/Grant Agreement; and

WHEREAS, the NMFA approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 26, 2025; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee that the Borrower/Grantee enter into an Agreement with the Lender/Grantor to borrow one hundred eight thousand four hundred sixty-three dollars ($108,463) from the Lender/Grantor and to accept a grant in the amount of nine hundred seventy-six thousand one hundred sixty-three dollars ($976,163) from the Lender/Grantor to finance the costs of the Project, more particularly described in the Term Sheet; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Local Match, as provided by the Borrower/Grantee's Resolution No. 2025-06 adopted on February 25, 2025, and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee, the Colonias and the constituent public they serve that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the CIB or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the CIB, the NMFA or the State; and

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

WHEREAS, the Governing Body hereby determines that the Local Match is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant 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 TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Resolution 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 Resolution including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms not defined herein shall have the meaning given them by the Loan/Grant Agreement.

"Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee payable to the NMFA calculated on the amount of the outstanding principal balance, as shown on Exhibit C attached hereto.

"Agreement" or "Loan/Grant Agreement" means the Loan/Grant Agreement and any amendments or supplements thereto, including the Exhibits attached thereto.

"Authorized Officers" means, any one or more of the Mayor, Mayor Pro Tem, Town Manager and Town Clerk, and Town Clerk of the Borrower/Grantee.

"Closing Date" means the date of execution of the Loan/Grant Agreement by the Borrower/Grantee and the NMFA.

"Colonia" or "Colonias" means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonias of Arenas Valley, Pinos Altos, Rosedale and Tyrone Townsite

"Colonias Infrastructure Project Fund" or "Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Conditions" has the meaning given to that term in the Loan/Grant Agreement.

"Completion Date" means the date of final payment of the cost of the Project.

"Eligible Fiscal Agent Fees" means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by the Loan/Grant Agreement, in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

"Eligible Items" means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and completing the Project, and, without limitation, Eligible Legal Costs, Eligible Fiscal Agent Fees and Eligible Project Management Fees.

"Eligible Legal Costs" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project and those directly associated with the qualified project, in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

"Eligible Project Management Fees" means the fees and costs associated with the planning, implementation and technical oversight of the project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project, in an amount up to ten percent (10%) of the Loan/Grant Amount.

"Fiscal Year" means the period commencing on July 1 of 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 Borrower/Grantee as its fiscal year.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the NMFA establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the Town Council of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall equal 90%

of the amount disbursed during the Interim Period not to exceed nine hundred seventy-six thousand one hundred sixty-three dollars ($976,163).

“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.

“Loan” or “Loan Amount” means 10% of the amount disbursed to the Borrower/Grantee during the Interim Period for the purpose of funding the Project, and shall not equal more than one hundred eight thousand four hundred sixty-three dollars ($108,463).

“Loan/Grant” or “Loan/Grant Amount” means the combined amount distributed to the Borrower/Grantee during the Interim Period as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project and shall not equal more than one million eighty-four thousand six hundred twenty-six dollars ($1,084,626).

“Loan Payments” means, collectively, the Principal Component (defined in the Loan/Grant Agreement), Administrative Fee and interest, if any, to be paid by the Borrower/Grantee as payment of the Loan/Grant Agreement as shown on Exhibit “C” to the Loan/Grant Agreement.

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match one hundred eight thousand four hundred sixty-three dollars ($108,463).

“NMAC” means the New Mexico Administrative Code.

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

“Pledged Revenues” means seventy-five percent (75%) of the revenues of what was known as the fifth one-quarter of one percent (0.25%) increment of Municipal Local Option Gross Receipts Tax imposed on the gross receipts of all persons engaging in business within the Governmental Unit pursuant to the Tax Ordinance pledged to the payment of the Loan Payments pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet, which tax is enforceable under Section 7-19D-9, NMSA 1978, as amended.

“Policies” means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

"Project" means the project described in the Term Sheet.

"Project Account" means the book account, if any, established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualified Entity" means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

"Qualified Project" means a capital outlay project recommended by the CIB to the NMFA for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

"Resolution" means this Resolution as it may be supplemented or amended from time to time.

"Rules" means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

"State" means the State of New Mexico.

"Tax Ordinance" means the Borrower/Grantee's Ordinance No. 722 dated August 30, 1984, as amended by Ordinance No. 1181 dated August 15, 2011, and by Ordinance No. 1229 dated June 9, 2014, passed and approved by the Borrower/Grantee pursuant to what is now Section 7-19D-9, NMSA 1978, as amended, which imposes what was previously identifiable as the fifth one-quarter of one percent (0.25%) increment of Municipal Gross Receipts Tax on the gross receipts of persons engaging in business within the Borrower/Grantee, effective January 1, 1985. Pursuant to Laws 2019, Chapter 274, § 16, the Municipal Local Option Gross Receipts Tax imposed by Ordinance No. 722, as amended, is no longer identifiable as the fifth increment, and instead comprise one-quarter of one percent (0.25%) of the maximum rate of municipal gross receipts tax of two and one-half percent(2.5%) that may be imposed under 7-19D-9, NMSA 1978, as amended, of which seventy-five percent (75%) of the revenues of such one-quarter of one percent (0.25%) is pledged to the Loan.

"Term Sheet" means Exhibit "A" attached to the Loan/Grant Agreement.

"Useful Life" means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is 20 years.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee, the Colonias and the public they serve.

Section 4. Findings. The Governing Body 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 Borrower/Grantee, the Colonias and the public they serve.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Local Match and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Local Match is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The Lender/Grantor shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has or will acquire proper title to, easements, rights-of-way, permits or the requisite access needed by legal conveyances such as right-of-way, easements, deeds, permits or the requisite access needed, on the real property upon or through which the Project will be conducted by right of use or adverse possession, by legal conveyances such as right-of-way, easements, deeds, permits or other instruments, or will acquire any necessary titles or access rights by exercise of its power of eminent domain.

Section 5. Loan/Grant 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, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of nine hundred seventy-six thousand one hundred sixty-three dollars ($976,163) and borrowing the Loan Amount of one hundred eight thousand four hundred sixty-three dollars ($108,463) to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of nine hundred seventy-six thousand one hundred sixty-three dollars ($976,163) and the Loan shall be in the amount of one hundred eight thousand four hundred sixty-three dollars ($108,463). Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body, at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers who are hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

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

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA and further approves of the deposit or crediting of a portion of the Loan/Grant Amount to pay expenses. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Colonias Infrastructure Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. CIB and NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article V of the Loan/Grant Agreement. Neither the CIB nor the NMFA shall in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount

Section 9. Payment of Loan Amount and Administrative Fee. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount, the Administrative Fee and any other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

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

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully 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, ordinances, resolutions, 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 Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and Town Clerk of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

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:

[*Remainder of page intentionally left blank.*]

[*Form of Notice of Adoption 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. 2025-34, duly adopted and approved by the Town Council of Town of Silver City on December 9, 2025. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the Town Clerk, at 101 W. Broadway, Silver City, New Mexico 88061.

The title of the Resolution is:

TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO
RESOLUTION NO. 2025-34

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT ("AGREEMENT" OR "LOAN/GRANT AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA," OR THE "LENDER/GRANTOR") AND THE TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO (THE "BORROWER/GRANTEE") FOR THE BENEFIT OF THE DESIGNATED COLONIAS OF ARENAS VALLEY, PINOS ALTOS, ROSEDALE AND TYRONE TOWNSITE IN THE TOTAL AMOUNT OF ONE MILLION EIGHTY-FOUR THOUSAND SIX HUNDRED TWENTY-SIX DOLLARS ($1,084,626), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE CONSTRUCTION OF THE INTERIOR AND EXTERIOR RENOVATIONS TO THE WATER STORAGE TANK, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE ADMINISTRATIVE FEE AND LOAN AMOUNT OF ONE HUNDRED EIGHT THOUSAND FOUR HUNDRED SIXTY-THREE DOLLARS ($108,463) SOLELY FROM SEVENTY-FIVE PERCENT (75%) OF THE REVENUES OF THE ONE-QUARTER OF ONE PERCENT (0.25%) OF MUNICIPAL LOCAL OPTION GROSS RECEIPTS TAX IMPOSED BY THE TAX ORDINANCE (AS DEFINED IN THIS RESOLUTION) AND ACCEPTANCE OF A GRANT AMOUNT OF NINE HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED SIXTY-THREE DOLLARS ($976,163); CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT 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 LOAN/GRANT AGREEMENT.

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

[*End of Form of Notice of Adoption for Publication*]

PASSED, APPROVED AND ADOPTED THIS 9TH DAY OF DECEMBER, 2025.

TOWN OF SILVER CITY,
GRANT COUNTY, NEW MEXICO

By___________________________________
Ken Ladner, Mayor

ATTEST:

By___________________________________
Alfred Sedillo, Town Clerk

[*Remainder of page intentionally left blank.*]

Governing Body Member ___________________________ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member ________________________

The motion to adopt the 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 the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and 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 upon motion duly made, seconded and carried, was adjourned.

TOWN OF SILVER CITY,
GRANT COUNTY, NEW MEXICO

By___________________________________
Ken Ladner, Mayor

ATTEST:

By___________________________________
Alfred Sedillo, Town Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF GRANT)

I, Alfred Sedillo, the duly qualified and acting Town Clerk of the Town of Silver City, New Mexico (the "Borrower/Grantee"), 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 Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at the Grant County Administrative Center, 1400 Highway 180 E., Silver City, New Mexico, on December 9, 2025 at the hour of 6:00 p.m., insofar as the same relate to the adoption of Resolution No. 2025-34 and the execution and delivery of the proposed Loan/Grant Agreement, a copy 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. The 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 the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 2025-01, adopted and approved on January 14, 2025, in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of January, 2026.

TOWN OF SILVER CITY,
GRANT COUNTY, NEW MEXICO

By___________________________________
Alfred Sedillo, Town Clerk

[SEAL]

EXHIBIT "A"

Notice of Meeting, Meeting Agenda, Minutes and
Affidavit of Publication of Notice of Adoption of Resolution

Town of Silver City, NM
Town Council
Item Report

Item #11.E

Meeting Date: December 9, 2025

Item: **Approval / Disapproval of RESOLUTION 2025-35: A RESOLUTION ADOPTING THE 2025-2030 SILVER CITY COMMUNITY FOREST MANAGEMENT PLAN.**

Attachments:
1. Res 2025-35 Silver City Community Forest Mgt Plan

RESOLUTION NO. 2025-35

A RESOLUTION ADOPTING THE 2025-2030 SILVER CITY COMMUNITY FOREST MANAGEMENT PLAN

WHEREAS, the USDA Forest Service awarded Western New Mexico University a 5-year grant to increase tree equity in six small, rural communities in southwestern New Mexico including Silver City; and,

WHEREAS, the grant funded the preparation of a Silver City Community Forest Management Plan ("the Plan") that addresses all vegetation within the Silver City municipal limits and serves as the foundation to guide all subsequent community forest work to be done in Silver City throughout the remainder of the project and beyond, including tree planting and maintenance; and,

WHEREAS, the Plan provides justification for proposed projects and budgets and can serve as a resource for those actively engaged in making Silver City a beautiful, healthy, and economically strong community; and,

WHEREAS, the Silver City community and staff have been engaged throughout the development of the Plan and have been provided the opportunity to voice opinions and provide informed input; and,

WHEREAS, this Plan was presented to the City Council on July 16, 2025 and discussed at a Council work session on October 28, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SILVER CITY THAT:

1. The attached 2025-2030 Silver City Community Forest Management Plan is hereby approved, passed, and adopted; and,
2. The Plan is a working document and is the first of many steps toward improving the health of the community forest in Silver City; and,
3. The Plan is to be followed and incorporated into future community forest and community planning work in the Town.

PASSED, APPROVED AND ADOPTED on this 9th day of December 2025 by the Town Council of Silver City, Grant County, New Mexico.

____

Ken Ladner, Mayor

Attest:

____

Alfred Sedillo, Town Clerk

Town of Silver City, NM Town Council Item Report

Item #11.F

Meeting Date: December 9, 2025

Item: **Approval / Disapproval of RESOLUTION 2025-36: A RESOLUTION BY THE TOWN COUNCIL TO DESIGNATING A SECTION OF UNDEVELOPED NORTH CORBIN STREET RIGHT-OF-WAY AS MONJE-MARTINEZ PARK.**

Attachments:

1. RESOLUTION NO 2025-36 Monje-Martinez Park

RESOLUTION NO. 2025-36

A RESOLUTION BY THE TOWN OF SILVER CITY COUNCIL TO DESIGNATE A SECTION OF UNDEVELOPED NORTH CORBIN STREET RIGHT-OF-WAY AS MONJE-MARTINEZ PARK

Sponsored by Councilor Guadalupe E. Cano

WHEREAS, on Thanksgiving Day, 1967, an unimaginable tragedy struck when three young brothers, Reyes, Stevie, and Frankie Monje, and their friend, David Martinez, lost their lives while playing in the arroyo near their home; and

WHEREAS, their loss forever changed their family, their friends, and the community that loved them; and

WHEREAS, the Commons Center for Food Security and YCC began working with the Town of Silver City to develop a neighborhood park on a section of North Corbin Street undeveloped right-of-way; and

WHEREAS, the park is in proximity to the area of the devastating event in 1967; and

WHEREAS, the Town of Silver City wishes to acknowledge the lives of the four young boys.

NOW, THEREFORE, BE IT *RESOLVED* BY THE TOWN COUNCIL OF THE TOWN OF SILVER CITY THAT the attached section of undeveloped North Corbin Street right-of-way is designated in honor of Reyes, Stevie, and Frankie Monje, and David Martinez named Monje-Martinez Park.

PASSED, APPROVED AND ADOPTED this 9th day of December, 2025.

____
Ken Ladner, Mayor

Attest:

____
Alfred Sedillo, Town Clerk

Town of Silver City, NM
Town Council
Item Report

Item #11.G

Meeting Date: December 9, 2025

Item: **Resolution 2025-37: A Resolution accepting the Municipal Judge Elect's offer to disclaim a $12,000 portion of the $36,000 judge's salary to be redirected to court infrastructure**

Attachments:
1. RESOLUTION NO 2025-37 Municipal Judge Elect Request

RESOLUTION NO. 2025-37

A RESOLUTION BY THE TOWN OF SILVER CITY COUNCIL TO ACCEPT THE MUNICIPAL JUDGE ELECT'S OFFER TO DISCLAIM A $12,000 PORTION OF THE $36,000 JUDGE'S SALARY TO BE REDIRECTED TO COURT INFRASTRUCTURE

Sponsored by Councilor Guadalupe E. Cano

WHEREAS, On November 4, 2025, Mark VanBuskirk was dually elected as Municipal Judge of the Town of Silver City; and

WHEREAS, the duration of his four-year term is from January 1, 2026 through December 31, 2029,

WHEREAS, Judge Elect VanBuskirk has offered to disclaim a $12,000 portion of the $36,000 municipal judge salary to be redirected to court infrastructure; and

NOW, THEREFORE, BE IT *RESOLVED* BY THE TOWN COUNCIL OF THE TOWN OF SILVER CITY THAT the $12,000 portion of the municipal judge's $36,000 salary for the four-year term commencing January 1, 2026 is hereby redirected to court infrastructure costs.

PASSED, APPROVED AND ADOPTED this 9th day of December, 2025.

____
Ken Ladner, Mayor

Attest:

____
Alfred Sedillo, Town Clerk

Town of Silver City, NM Town Council Item Report

Item #11.H

Meeting Date: December 9, 2025

Item: **Approval / Disapproval of Bid 25/26-1 Street, Drainage and ADA Improvements for Victoria, Dorothy, Daniel, Bard and Elias Streets.**

Attachments:
1. Bid 25-26-1 Bid Recommendation

P.O. Box 1188 • Silver City, New Mexico 88062 • Phone (575) 538-3731 • Fax (575) 534-6377

BID RECOMMENDATION

Date: December 4, 2025
To: Mayor Ladner and Town Council Members
From: Randy Hernandez, Business Operations Manager
Re: Bid No. 25/26-1

BID INFORMATION

On December 2, 2025, at 11:00 a.m. bids were received by the Town Purchasing Agent for the 2022 CDBG Street, Drainage and ADA Improvements for Victoria, Dorothy, Daniel, Bard, and Elias Streets. Two (2) bids were received:

Contractor: **Deming Excavating, Inc.**		Contractor: **James Hamilton Construction**	
Base Bid:	$ 1,267,928.50	Base Bid:	$ 1,505,690.00
Bid Alternate #1:	$ 272,733.50	Bid Alternate #1:	$ 319,445.00
Bid Alternate #2:	$ 54,639.25	Bid Alternate #2:	$ 84,810.00
Bid Alternate #3:	$ 80,323.00	Bid Alternate #3:	$ 86,700.00
Total Project:	**$ 1,675,624.25**	**Total Project:**	**$ 1,996,645.00**

BID RECOMMENDATION

The bids were reviewed and evaluated by our Engineer of Record, Stantec Consulting, Inc., Deming Excavating was identified as the lowest bidder and determined to be in compliance with the contract requirements and qualified to perform the scope of work. Enclosed is a copy of their recommendation letter and bid opening report.

Based on the available project budget, the following items are recommended for ***award*** to **Deming Excavating, Inc.**

Contractor: **Deming Excavating, Inc.**	
Base Bid:	$ 1,267,928.50
Bid Alternate #1:	$ 272,733.50
Bid Alternate #2:	$ 54,639.25
Total Award:	$ 1,595,301.25
GRT @ 8.1125%	$ 129,418.81
Total Project:	**$ 1,724,720.06**

COUNCIL ACTION

________Award

________ Reject

Meeting Date:____________________

Stantec

Stantec Consulting Services Inc.
3400 Highway 180 East Suite A, Silver City NM 88061-7784

December 4, 2025

Attention: Peter Pena, Public Works Director
Town of Silver City
101 West Broadway (P.O. Box 1188)
Silver City, NM 88061

Reference: Bid Certification and Recommendation Form
Town of Silver City
2022 CDBG Street, Drainage and ADA Improvements
Victoria, Dorothy, Daniel, Bard, and Elias Streets
CDBG #22-C-NR-I-03-02
Bid Number: 25/26-1
Stantec Project No. 181711219

Dear Mr. Pena and Council,

Bids were received on December 2, 2025 at 11:00 a.m. by Olivia Britton, Purchasing Agent, Town of Silver City, City Hall, 101 West Broadway (P.O. Box 1188), Silver City, NM 88061 (88062) prior to the 11:00 a.m. deadline and then opened and read aloud at 11:30 a.m. that same day at the Stantec Office Conference Room, 3400 Highway 180, Suite A, Silver City. A total of two bids were received. Bid reports and documents for the referenced project are attached.

The lowest total bid (Base Bid and Bid Alternate#1 through #3) was received from Deming Excavating, Inc. from Deming, NM in the amount of $1,675,624.25 plus gross receipts tax (8.1125%) for a total bid of $1,811,559.27.

Deming Excavating, Inc. from Deming, NM bid is in compliance with contract requirements and qualified to perform the required work.

Based on an available construction budget of $1,727,000.00, we recommend that the following items of work be awarded:

Base Bid	$1,267,928.50
Bid Alternate #1	$ 272,733.50
Bid Alternate #2	$ 54,639.25
TOTAL AMOUNT	$1,595,301.25 plus NMGRT

It is our recommendation that an award be made to Deming Excavating, Inc. for the Base Bid and Bid Alternate #1-2 in the amount of $1,595,301.25 plus applicable gross receipts tax (8.1125%) for a total cost of $1,724,720.06. Our recommendation is contingent upon DFA/CDBG Project Manager concurrence and contractor clearance.

Sincerely,

Shanti Ceane

Shanti Ceane, Senior Construction Manager
Phone: 575-519-8883
shanti.ceane@stantec.com

Attachment: Bid Opening Sign In Sheet
Bid Opening Report
Summary of Proposals
Bid Tabulations
Funding Summary

Stantec

BID OPENING REPORT

Bids opened on December 2, 2025 at 11:00 a.m.

For Town of Silver City
2022 CDBG Street, Drainage and ADA Improvements
Victoria, Dorothy, Daniel, Bard, and Elias Streets
CDBG #22-C-NR-I-03-02
Bid Number: 25/26-1
Stantec Project No. 181711219

Engineer's Estimate

Base Bid	$1,173,615.86
Bid Alternate #1	$ 231,232.74
Bid Alternate #2	$ 36,669.92
Bid Alternate #3	$ 63,617.64
Total:	**$1,505,136.16**

Contractors	Base Bid, Bid Alternate #1, Bid Alternate #2, and Bid Alternate #3
1. Deming Excavating, Inc.	$1,675,624.25
2. James Hamilton Construction Company	$1,996,645.00

Signed: Deanna Mascarenas
Stantec

Date: December 2, 2025

THE ABOVE BID AMOUNTS HAVE BEEN CHECKED AND COMPLETELY REVIEWED.

Town of Silver City, NM Town Council Item Report

Item #11.I

Meeting Date: December 9, 2025

Item: **Appointment of Jacqui Olea as Acting Town Manager.**

Attachments:
None