

**EXCERPT FROM A SPECIAL MEETING
OF THE BOARD OF EDUCATION OF
BLOOMFIELD SCHOOL DISTRICT NO. 6**

The Board of Education of the Bloomfield School District No. 6, County of San Juan, State of New Mexico, as governing board (the "Board") of the Bloomfield Municipal School District No. 6 (the "District"), met in special session in full conformity with law and the rules and regulations of the Board at the District Administrative Offices, Board Room, 325 N. Bergin Lane, Bloomfield, New Mexico, 87413, on August 8, 2023, at the hour of 5:30 p.m. Upon roll call, the following members were found to be present:

PRESENT:

President: _____
Vice President: _____
Secretary: _____
Member: _____
Member: _____

ABSENT:

ALSO PRESENT:

The President announced that the Board would take action authorizing the issuance of the Bloomfield School District No. 6, San Juan County, New Mexico, Lease Purchase Arrangement, Series 2023, in the principal amount not to exceed \$5,500,000 expected to be dated September 13, 2023. The Board has received from the Treasurer of the State of New Mexico an offer to enter into the Lease Purchase Arrangement and Note.

Upon motion duly made the following resolution was adopted:

BLOOMFIELD SCHOOL DISTRICT NO. 6
SAN JUAN COUNTY, NEW MEXICO
RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE OF THE BLOOMFIELD SCHOOL DISTRICT NO. 6, SAN JUAN COUNTY, NEW MEXICO, GENERAL OBLIGATION EDUCATION LEASE PURCHASE ARRANGEMENT AND NOTE IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$5,500,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE LEASE PURCHASE ARRANGEMENT, THE MANNER OF ITS EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE LEASE PURCHASE ARRANGEMENT.

WHEREAS, the Board of Education of Bloomfield School District No. 6, San Juan County, New Mexico (the "Board") as governing body of the Bloomfield School District No. 6 (the "District") is authorized to contract indebtedness on behalf of and upon the credit thereof by entering into a lease purchase arrangement and note (the "Lease") pursuant to the Educational Technology Equipment Act, NMSA 1978, 6-15A-1 to 6-15A-16 as amended (the "Act") for the purpose of acquiring educational technology equipment (the "Property") for learning and administrative use in schools and related facilities within the District; and

WHEREAS, the Board, also referred to as Lessee in the Lease, wishes to facilitate the acquisition and purchase of certain Property listed on Exhibit A to the Lease to be used by Lessee, and Lessee is authorized pursuant to the Act, as amended, to execute, perform and make payments under contracts for such purposes and for the financing of "educational technology equipment," as defined in NMSA 1978, §§ 6-15A-3(B) and 22-15A-2 as amended; and

WHEREAS, the Board has received an offer to enter into a Lease at a price equal to \$5,500,000, plus accrued interest from its date to the date of delivery, if any, and the Board is willing to accept the offer and award the Lease to the Treasurer of the State of New Mexico (the "Lessor"); and

WHEREAS, the Board has determined and hereby determines that it is necessary and in the best interests of the District to enter into the Lease and to levy and pledge general ad valorem taxes to pay the payments under the Lease, such obligation being a non-cancelable obligation of the District and a debt in accordance with the Act; and

WHEREAS, the Board has determined and does hereby determine that the Lease shall be issued under the authority of the New Mexico Constitution and the Act as hereinafter set forth, and desires to fix the form and certain details of the Lease, Note (the "Note"), and the Rent Payments and to provide for the levy of taxes for the payment of payments on the Lease; and

WHEREAS, the net effective interest rate on the Lease payments does not exceed twelve percent (12%) a year; and

WHEREAS, the Lease dated effective as of September 13, 2023 has been presented to the Board setting out the terms with respect to the purchase and sale of the Note for final confirmation, approval and ratification by the Board in connection with adoption of this Resolution. The form of the Lease is attached hereto as Exhibit B; and

WHEREAS, no action or suit has been commenced by any person or corporation contesting the validity of any of the proceedings directed toward the issuance of the Lease heretofore taken by the Board and the officers of the District.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Lease is hereby approved, and the President of the Board is hereby authorized to execute the Lease and issue the Note, and the Secretary of the Board is hereby authorized to attest the signature of the President on such documents. In approving the Lease with the Lessor, the Board has reviewed and accepted the schedule of Payments to be made, which is set forth below and in Exhibit B to the Lease. The Board has also reviewed and accepted the description of Property to be acquired, which schedule is set forth in Exhibit A to the Lease.

Section 2. A. In order to purchase the Property, the Board, on behalf of the District and upon the full faith and credit thereof, shall enter into the Lease with the Lessor at a purchase price equal to \$5,500,000 plus accrued interest from its date to the date of delivery, if any.

B. The Lease shall be dated September 13, 2023 (the "Dated Date"), shall mature on September 14, 2023, and be payable to the Lessor thereof, or registered assigns, on September 14, 2023

Series 2023 \$5,500,000			
<u>TYE</u> 10/30 2023	<u>Principal</u> September 13	<u>Coupon</u>	<u>Interest</u>
	\$5,500,000	%	
TOTAL	\$5,500,000		\$

Section 3. The Lease is being entered into pursuant to Section 6-15A-1 et seq. NMSA 1978, as amended. The Lease shall be payable from general ad valorem taxes which shall be levied without limitation as to the rate or amount or from other funds in the District's general fund or from investment income of the District actually received and available for that purpose. The full faith and credit of the District shall be, and hereby is, irrevocably pledged to the payments on the Lease.

Section 4. The Lease shall be substantially in the form attached hereto as Exhibit B.

Section 5. When the Lease has been duly executed and authenticated, the Lease shall be delivered to the Lessor. The funds realized from the Lease shall be applied solely to the specified purpose for the Lease, but the Lessor shall in no manner be responsible for the application of or disposal by the District, or any of its officers, of any of the funds derived from the sale thereof.

Section 6. There shall be levied on all taxable property in the District, at the time and in the manner provided by law, in addition to all other taxes, direct annual ad valorem taxes sufficient to pay the payments on the Lease promptly as the same shall become due. This Resolution is hereby declared to be the certificate to the Board of County Commissioners of San Juan County, as to the amount of taxes necessary to be levied for the purposes herein stated and such taxes shall be certified, levied and extended upon the tax rolls and collected in the same manner, at the same time and subject to the same penalties as general state and county taxes are certified, levied and collected. Such taxes, when collected, shall be kept by the District in the District's rent payment fund for the Lease to be used solely for the purpose of paying the payments on the Lease as the same become due. If the taxes herein provided for shall not be levied or collected in time to pay the payments of the Lease as the same become due, then such payments shall be paid from any funds belonging to the District, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 7. The President, Secretary, Superintendent and other officers of the District are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the execution and delivery of the Lease, and such certificates as may be required by the Lessor, or bond counsel relating to, among other things, the signing of the Lease, the tenure and identity of District officials, the receipt of the purchase price of the Lease from the Lessor and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof, and the absence and existence of factors affecting the exclusion of interest on the Lease from gross income for federal income tax purposes.

Section 8. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Board and the District hereby covenant to the Lessor and the owners of the Lease from time to time that the District will make no use of the property of the Lease or any funds reasonably expected to be used to pay the payments on the Lease which will cause the Lease to be a violation within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Lease under the Code.

Section 9. After the Lease has been executed, this Resolution shall constitute a contract between the Board and the owner or owners of the Notes and shall be and remain irrevocable and unalterable until the Lease and the interest thereon shall have

been fully paid, satisfied discharged, and defeased or until such payment has been duly provided for.

Section 10. The principal of and interest on the Lease shall be payable to the Lessor or assignee as shown on the registration books kept by BOKF, NA, as "registrar/paying agent" (such entity and any successor thereto, the "Registrar/Paying Agent") for the Lease, upon maturity and upon presentation and surrender thereof at the principal offices of the Registrar/Paying Agent. Payment of interest on the Lease (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and Lessor), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the Lessor thereof on the Record Date (defined below) at the address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15th day of the month (whether or not a business day) preceding the interest payment date. The Lessor or assignee as same appears on the registration books on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on the Lease which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name the Lease is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first class mail, to the Lessor as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

Section 11. 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 12. The following notice shall be published one time in a newspaper having general circulation in the District as soon as is practicable following the adoption hereof.

(Form of Notice)

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Board of Education of Bloomfield School District No. 6, San Juan County, New Mexico, did on the 8th day of August, 2023, adopt a resolution entitled:

BLOOMFIELD SCHOOL DISTRICT NO. 6
SAN JUAN COUNTY, NEW MEXICO
RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE OF THE BLOOMFIELD SCHOOL DISTRICT NO. 6, SAN JUAN COUNTY, NEW MEXICO, GENERAL OBLIGATION EDUCATION TECHNOLOGY LEASE PURCHASE ARRANGEMENT AND NOTE IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$5,500,000, PAYABLE FROM AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE LEASE PURCHASE ARRANGEMENT, THE MANNER OF ITS EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE LEASE PURCHASE ARRANGEMENT

The Resolution directs and authorizes the issuance of the Bloomfield School District No. 6, San Juan County, New Mexico General Obligation Education Technology Note, Series 2022, in the aggregate principal amount of \$5,500,000; authorizes the form of Lease Purchase Arrangement; provides for the form of the Note; the amount of rent payments; provides for levy of taxes to pay the payments on the Lease; makes certain covenants with the lessor; and provides other details concerning the Lease. Complete copies of the Resolution are available for public inspection during normal and regular business hours at the offices of the Board of Education at the Bloomfield School District No. 6, 325 N. Bergin Lane, Bloomfield, New Mexico 88220. This notice constitutes compliance with Section 6-15A-9 NMSA 1978.

DATED this 8th day of August, 2023.

(End of Form of Notice)

Section 13. All actions heretofore taken by the Board and the officers and employees of the District directed toward approving and entering into a Lease to purchase Property for the purpose stated above be, and the same hereby are, ratified, approved and confirmed. All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed. This repealer shall not be construed as reviving any act or resolution, or part thereof, heretofore repealed. The Board hereby ratifies and approves the publication of notice of the special meeting at which this Resolution was adopted, which publications appeared in the *Farmington Daily Times* on July 25 and August 1 2022.

Section 14. This Resolution shall take effect immediately upon its adoption.

[Signature page follows]

PASSED, ADOPTED AND APPROVED this 8th day of August, 2023.

BOARD OF EDUCATION OF BLOOMFIELD
SCHOOL DISTRICT NO. 6

By: _____
President

ATTEST:

By: _____
Secretary

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 Board having voted in favor of such motion, the presiding officer declared such motion carried and the resolution adopted, whereupon the President and Secretary signed the foregoing proceedings and resolution upon the records of the minutes of the Board.

After transaction of other business not related to the Lease, the Board, upon motion duly made, seconded and carried, adjourned the meeting.

BOARD OF EDUCATION OF BLOOMFIELD
SCHOOL DISTRICT NO. 6

By: _____
President

ATTEST:

By: _____
Secretary

STATE OF NEW MEXICO)
) ss.
COUNTY OF SAN JUAN)

I, Steven 'Joel' Gunn, the duly qualified and acting Secretary of the Board of Education of the Bloomfield School District No. 6, Bloomfield, New Mexico, do hereby certify:

1. The foregoing pages are a true, correct and complete copy of the record of the proceedings of the Board of Education, (the "Board"), of the Bloomfield School District No. 6 (the "District"), had and taken at a duly called, special open meeting held at the Bloomfield School District No. 6 at the District Administrative Office, Board Room, 325 N. Bergin Lane, Bloomfield, New Mexico 87413, commencing on the 8th day of August, 2023, at the hour of 5:30 p.m., insofar as the same relate to the Award Resolution, a copy of which is therein set forth as recorded in the regular book of official records of the proceedings of said District kept in my office.

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

3. Notice of such meeting was given in accordance with the open meetings standards of the District presently in effect, i.e., by posting a notice in the Superintendent's office at least seventy two hours prior to such meeting. Such notice constitutes compliance with one of the permitted methods of giving notice of meetings of the Board of Education as required by the open meetings standards resolution adopted by the Board and presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand and executed this 8th day of August, 2023.

BOARD OF EDUCATION OF BLOOMFIELD
SCHOOL DISTRICT NO. 6

By: _____
Secretary

Exhibit "A"

**Meeting Agenda
of August 9, 2022
Board of Education Meeting**

(See attached)

Exhibit "B"

Form of Lease Purchase Arrangement and Note