

1 CITY OF SANTA FE, NEW MEXICO

2 ORDINANCE NO. 2013-13

3
4
5 AN ORDINANCE

6 AUTHORIZING THE EXECUTION AND DELIVERY OF A TAXABLE DRINKING
7 WATER STATE REVOLVING LOAN FUND LOAN AGREEMENT BY AND BETWEEN
8 THE CITY OF SANTA FE, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND
9 THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED
10 OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT
11 OF NO MORE THAN \$5,050,000, WHICH INCLUDES AN EXPENSE FUND
12 COMPONENT, TOGETHER WITH INTEREST AND ADMINISTRATIVE FEES
13 THEREON, FOR THE PURPOSE OF FINANCING THE COSTS OF A NECESSARY
14 DRINKING WATER PROJECT, BEING THE DESIGN, ACQUISITION,
15 CONSTRUCTION, PERMITTING AND INSTALLATION OF A SOLAR
16 PHOTOVOLTAIC SYSTEM TO SERVE THE BUCKMAN DIRECT SURFACE
17 DIVERSION PROJECT (THE "PROJECT"); PROVIDING FOR THE PAYMENT OF
18 THE PRINCIPAL OF, COSTS OF ISSUANCE, ADMINISTRATIVE FEES AND
19 INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET
20 REVENUES OF THE GOVERNMENTAL UNIT'S WATER UTILITY SYSTEM AND
21 FROM REVENUES GENERATED BY THE MUNICIPAL CAPITAL OUTLAY GROSS
22 RECEIPTS TAX; APPROVING THE FORM OF AND OTHER DETAILS
23 CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE
24 TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE;
25 AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH

1 **THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.**

2
3 Capitalized terms used in the following recitals have the same meaning as defined in
4 Section 1 of this Loan Approval Ordinance, or, if not defined in Section 1 of this Loan Approval
5 Ordinance, the same meaning as defined in Article I of Ordinance No. 2006-47 (the "Master
6 Ordinance") adopted by the Governing Body on August 9, 2006 and in the Loan Agreement,
7 unless the context requires otherwise.

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

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

15 **WHEREAS**, the Master Ordinance provides for the adoption of subsequent ordinances
16 and resolutions to authorize the issuance of additional debt payable from the Pledged Revenues,
17 as well as for the approval of specific terms and documents relating to the issuance of the
18 additional debt; and

19 **WHEREAS**, this Loan Approval Ordinance is adopted pursuant to the Master Ordinance
20 in order to authorize the Governmental Unit to enter into the Loan Agreement with the Finance
21 Authority as a Second Lien Obligation payable from Pledged Revenues; and

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

24 **WHEREAS**, other than as described in Exhibit "A" to the Loan Agreement, the Pledged
25 Revenues have not heretofore been pledged to secure the payment of any obligation which is

1 currently outstanding; and

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

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

8 **WHEREAS**, pursuant to the Loan Agreement, up to fifty percent (50%) of the
9 disbursements may be forgiven by the Finance Authority constituting the subsidy to the
10 Governmental Unit; and

11 **WHEREAS**, there have been presented to the Governing Body, and there presently are
12 on file with the Clerk, this Loan Approval Ordinance and the form of the Loan Agreement; and

13 **WHEREAS**, all required authorizations, consents and approvals in connection with (i)
14 the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the
15 payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan
16 Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan
17 Agreement, which are required to have been obtained by the Closing Date have been obtained or
18 are reasonably expected to be obtained.

19 **NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE**
20 **CITY OF SANTA FE, NEW MEXICO:**

21 **Section 1. Definitions.** Capitalized terms defined in this Section 1 shall, for all
22 purposes, have the meaning herein specified, unless the context clearly requires otherwise (such
23 meanings to be equally applicable to both the singular and the plural forms of the terms defined).
24 Capitalized terms not defined in this Section 1 shall have the same meanings as defined in the
25 Master Ordinance

1 "Act" means the Drinking Water State Revolving Loan Fund Act, Section 6-21A-1 et
2 seq., NMSA 1978, as amended, and the general laws of the State, including Sections 3-31-1
3 through 3-31-12 and Sections 7-19D-12 and 7-1-6.15, NMSA 1978, as amended, the City of
4 Santa Fe Municipal Charter, and enactments of the Governing Body relating to the Loan
5 Agreement, including this Loan Approval Ordinance and the Master Ordinance.

6 "Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee
7 payable to the Finance Authority as 0.125% of each semi-annual Loan Agreement Payment for
8 the costs of originating and servicing the Loan, as shown in the Final Loan Agreement Payment
9 Schedule.

10 "Aggregate Disbursements" means, at any time after the Closing Date, the sum of (i) the
11 Expense Fund Component and (ii) the aggregate amounts disbursed to the Governmental Unit for
12 payment of the incurred costs of the Project.

13 "Aggregate Program Amount" means \$5,000,000, which equals the Maximum Principal
14 Amount, minus the Expense Fund component.

15 "Authorized Officers" means the Mayor, City Manager, Finance Director, and City Clerk
16 of the Governmental Unit.

17 "Bonds" means drinking water state revolving loan fund revenue bonds, if any, issued
18 hereafter by the Finance Authority and related to the Loan Agreement and the Loan Agreement
19 Payments.

20 "Closing Date" means the date of execution and delivery of the Loan Agreement
21 authorized by this Loan Approval Ordinance.

22 "County" means Santa Fe County, New Mexico.

23 "Debt Service Account" means the debt service account established in the name of the
24 Governmental Unit and administered by the Finance Authority to pay principal and interest on the
25 Loan Agreement as the same become due.

1 "Expense Fund" means the expense fund created in the Loan Agreement to be held and
2 administered by the Finance Authority to pay Expenses.

3 "Expense Fund Component" means 1% of each disbursement from the Program Account
4 deposited in the Expense Fund to pay Expenses.

5 "Expenses" means the Finance Authority's costs of issuance of the Loan Agreement and
6 the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority
7 in administering the Loan Agreement, including legal fees.

8 "Final Disbursement" means the final disbursement to the Governmental Unit, which
9 shall occur within two years following the Closing Date, except as otherwise provided in the
10 Loan Agreement.

11 "Final Loan Agreement Payment Schedule" means the schedule of Loan Agreement
12 Payments due on the Loan Agreement following the Final Disbursement, as described in the Loan
13 Agreement and attached as Exhibit "B" thereto.

14 "Finance Authority" means the New Mexico Finance Authority.

15 "Governing Body" means the duly organized City Council of the Governmental Unit and
16 any successor governing body of the Governmental Unit.

17 "Governmental Unit" means the City of Santa Fe, New Mexico.

18 "Herein", "hereby", "hereunder", "hereof", "hereinabove" and "hereafter" refer to this
19 entire Loan Approval Ordinance and not solely to the particular section or paragraph of this Loan
20 Approval Ordinance in which such word is used.

21 "Joint Powers Agreement" means the joint powers agreement between the City of Santa
22 Fe and the County of Santa Fe governing the Buckman Direct Diversion Project, entered into by
23 the City and the County on or about January 11, 2005 and effective on or about March 7, 2005,
24 including any subsequent amendments thereto.

25 "Loan" or "Loan Amount" means the funds to be loaned by the Finance Authority to the

1 Governmental Unit in the Loan Agreement Principal Amount pursuant to the Loan Agreement.

2 "Loan Agreement" means the loan agreement and subsidy agreement dated the Closing
3 Date between the Finance Authority and the Governmental Unit which provides for the financing
4 of the Project and requires payments by or on behalf of the Governmental Unit to the Finance
5 Authority, and any amendments or supplements thereto, including the exhibits attached to the
6 Loan Agreement.

7 "Loan Agreement Payment" means, collectively, all payments due under the Loan
8 Agreement including principal, interest and Administrative Fees, to be paid by the Governmental
9 Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement as
10 shown on the Final Loan Agreement Payment Schedule.

11 "Loan Agreement Principal Amount" means, as of any date of calculation, the Aggregate
12 Repayable Disbursements (including the Expense Fund Component), up to the Maximum
13 Aggregate Repayable Principal Amount.

14 "Loan Approval Ordinance" means this Ordinance No. 2013-13 adopted by the
15 Governing Body of the Governmental Unit on March 27, 2013, approving the Loan Agreement
16 and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown
17 on the Term Sheet, as supplemented or amended from time to time in accordance with the
18 provisions hereof.

19 "Master Ordinance" means the Governmental Unit's Ordinance No. 2006-47, adopted
20 August 9, 2006, as supplemented and amended from time to time.

21 "Maximum Aggregate Repayable Principal" means the maximum amount of Aggregate
22 Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement,
23 and is equal to the Maximum Principal Amount less the Maximum Aggregate Forgiven Amount.
24 The Maximum Aggregate Repayable Principal, assuming disbursement of all funds available to
25 the Governmental Unit under the Loan Agreement, is two million five hundred twenty-five

1 thousand dollars (\$2,525,000).

2 "Maximum Principal Amount" means five million, fifty thousand dollars (\$5,050,000).

3 "NMSA" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and
4 supplemented.

5 "Pledged Revenues" means the Net Revenues of the Water Utility System owned by the
6 Governmental Unit and revenues generated by the Municipal Capital Outlay Gross Receipts Tax
7 pledged to payment of the Loan Agreement Payments pursuant to this Loan Approval Ordinance
8 and described in Exhibit "A" to the Loan Agreement.

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

10 "Second Lien Obligations" means the obligations of the Governmental Unit under the
11 Loan Agreement and any other obligations now outstanding or hereafter issued or incurred,
12 payable from or secured by a pledge of the Pledged Revenues and issued with a second lien on
13 the Pledged Revenues on a parity with the lien thereon of the Loan Agreement and subordinate to
14 the lien thereon of the Senior Obligations, including any such obligations shown on the Term
15 Sheet.

16 "Senior Obligations" means the City of Santa Fe, New Mexico Water Utility
17 System/Capital Outlay Gross Receipts Tax Revenue Refunding Bonds, Series 2006D, and the
18 City of Santa Fe, New Mexico Water Utility System/Capital Outlay Gross Receipt Tax Revenue
19 Bonds, Series 2009A and Series 2009B, issued pursuant to the Master Ordinance, and any other
20 obligations of the Governmental Unit hereafter issued or incurred, payable from or secured by a
21 pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues senior to the
22 Loan Agreement, and issued in accordance with the Master Ordinance.

23 "State" means the State of New Mexico.

24 "Term Sheet" means Exhibit "A" to the Loan Agreement.

25 **Section 2. Ratification.** All action heretofore taken (not inconsistent with the

1 provisions of this Loan Approval Ordinance) by the Governing Body and officers of the
2 Governmental Unit directed toward the acquisition and construction of the Project, and the
3 execution and delivery of the Loan Agreement shall be, and the same hereby is, ratified, approved
4 and confirmed, except to the extent that such action is expressly amended or modified by this
5 Loan Approval Ordinance or the Loan Agreement;

6 **Section 3. Authorization of the Project and the Loan Agreement.** The Project
7 and the method of financing the Project through execution and delivery of the Loan Agreement
8 are hereby authorized and ordered. The Project is for the benefit and use of the Governmental
9 Unit and its residents.

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

12 A. The Project is needed to meet the needs of the Governmental Unit and its
13 residents, and the execution and delivery of the Loan Agreement in the Maximum Principal
14 Amount is necessary or advisable.

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

17 C. The Pledged Revenues may lawfully be pledged under the Act and the
18 Master Ordinance to secure the payment of amounts due under the Loan Agreement.

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

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

25 F. The Project is a joint project of the Governmental Unit and the County

1 and will be acquired jointly by the Governmental Unit and the County pursuant to the Joint
2 Powers Agreement.

3 G. The Governmental Unit and the County will acquire and construct the
4 Project, in whole or in part, with the net proceeds of the Loan.

5 H. Other than as described in Exhibit "A" to the Loan Agreement, the
6 Governmental Unit does not have any outstanding obligations payable from Pledged Revenues
7 which it has incurred or will incur prior to the initial execution and delivery of the Loan
8 Agreement.

9 I. The net effective interest rate on the Loan does not exceed 12% per
10 annum which is the maximum rate permitted by State law.

11 **Section 5. Loan Agreement- Authorization and Detail.**

12 A. Authorization. This Loan Approval Ordinance has been adopted by the
13 affirmative vote of at least a three-fourths majority of the whole number of members elected to
14 the Governing Body. For the purpose of protecting the public health, conserving the property,
15 and protecting the general welfare and prosperity of the residents of the Governmental Unit and
16 acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the
17 Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the
18 Governmental Unit to pay up to the maximum Principal and interest thereon, and the execution
19 and delivery of the Loan Agreement are hereby authorized. The Governmental Unit shall use the
20 proceeds of the Loan (i) to finance the Project and (ii) to pay the Expense Fund Component of the
21 Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be jointly owned
22 by the Governmental Unit and the County, in accordance with the Joint Powers Agreement.

23 B. Detail. The Loan Agreement shall be in substantially the form of the
24 Loan Agreement presented at the meeting of the Governing Body at which this Loan Approval
25 Ordinance was adopted. The Loan shall be in an original aggregate principal amount not to

1 exceed \$5,050,000, shall be payable in installments of principal due on June 1 of the years
2 designated in the Final Loan Agreement Payment Schedule and bear interest payable on June 1
3 and December 1 of each year, commencing on December 1, 2013, at the rate of two percent (2%)
4 designated in the Loan Agreement, including Exhibit "B" thereto, which rate includes the
5 Administrative Fee.

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

14 **Section 7. Special Limited Obligation.** The Loan Agreement shall be secured by
15 the second lien pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be
16 payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon
17 and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation
18 of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Loan
19 Approval Ordinance, the Master Ordinance and the Loan Agreement and shall not constitute a
20 general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement
21 may not look to any general or other fund of the Governmental Unit for payment of the
22 obligations thereunder. Nothing contained in this Loan Approval Ordinance or in the Master
23 Ordinance, nor in the Loan Agreement nor in any other instruments, shall be construed as
24 obligating the Governmental Unit (except with respect to the application of the Pledged
25 Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the

1 Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in
2 this Loan Approval Ordinance, the Master Ordinance, the Loan Agreement, or any other
3 instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its
4 general credit or against its taxing power. The Loan Agreement shall never constitute an
5 indebtedness of the Governmental Unit within the meaning of any State constitutional provision
6 or statutory limitation and shall never constitute or give rise to a pecuniary liability of the
7 Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall
8 prevent the Governmental Unit from applying other funds of the Governmental Unit legally
9 available therefor to payments required by the Loan Agreement, in its sole and absolute
10 discretion.

11 **Section 8. Disposition of Proceeds; Completion of Acquisition and**
12 **Construction of the Project.**

13 A. Aggregate Program Amount; Expense Fund; Debt Service Account. The
14 Governmental Unit hereby consents to creation of the Expense Fund and Debt Service Account to
15 be held and maintained by the Finance Authority as provided in the Loan Agreement. The
16 Governmental Unit hereby approves of the allocation of the Aggregate Program Amount to the
17 Governmental Unit to be used to acquire and complete the Project. The Aggregate Program
18 Amount shall be made available for disbursement to the Governmental Unit, as provided in the Loan
19 Agreement.

20 Until the date of the Final Disbursement, the money disbursed to the Governmental Unit
21 from the Aggregate Program Amount shall be used and paid out solely for the purpose of
22 designing, acquiring, constructing, permitting and installing the Project in compliance with
23 applicable law and the provisions of the Loan Agreement.

24 The Governmental Unit will complete the Project with all due diligence.

25 B. Completion of Acquisition and Construction of the Project. Prior to the

1 date of the Final Disbursement, the Governmental Unit shall execute and send to the Finance
2 Authority a certificate stating that the design, acquisition, construction, permitting and installation
3 of and payment for the Project have been completed. As soon as practicable, and in any event not
4 more than sixty (60) days after the Final Disbursement is made, the Governmental Unit shall have
5 no right or title to any remaining balance of the Aggregate Program Amount, as provided in the
6 Loan Agreement.

7 C. Finance Authority Not Responsible for Application of Loan Proceeds.

8 The Finance Authority shall in no manner be responsible for the application or disposal by the
9 Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any
10 other funds herein designated.

11 **Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues**
12 **and Flow of Funds.**

13 A. Deposit of Pledged Revenues. Pursuant to the Loan Agreement, Pledged
14 Revenues shall be paid directly by the Governmental Unit to the Finance Authority in an amount
15 sufficient to pay principal, interest, Administrative Fees and other amounts due under the Loan
16 Agreement.

17 B. Termination on Deposits to Maturity. No payment shall be made into the
18 Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the
19 entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on,
20 Administrative Fees and any other amounts due under the Loan Agreement, in which case
21 moneys in such account in an amount at least equal to such principal, interest and Administrative
22 Fee requirements shall be used solely to pay such obligations as the same become due, and any
23 moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used
24 as provided in Section 9(C) of this Loan Approval Ordinance.

25 C. Use of Surplus Revenues. After making all the payments hereinabove

1 required to be made by this Section, any moneys remaining in the Debt Service Account shall be
2 transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose,
3 including, but not limited to, the payment of any Senior Obligations, Second Lien Obligations or
4 bonds or obligations subordinate and junior to the Loan Agreement, or purposes authorized by the
5 Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from
6 time to time determine.

7 **Section 10. Lien on Pledged Revenues.** Pursuant to the Loan Agreement, the
8 Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the
9 Governmental Unit grants a security interest therein, for the payment of the principal,
10 Administrative Fees, interest, and any other amounts due under the Loan Agreement, subject to
11 the uses thereof permitted by and the priorities set forth in this Loan Approval Ordinance and the
12 Master Ordinance, and subject to the lien on the Pledged Revenues of now outstanding and
13 hereafter issued Senior Obligations. The Loan Agreement constitutes an irrevocable second lien,
14 but not necessarily an exclusive second lien, on the Pledged Revenues as set forth herein and
15 therein.

16 **Section 11. Authorized Officers.** Authorized Officers are hereby individually
17 authorized and directed to execute and deliver any and all papers, instruments, opinions,
18 affidavits and other documents and to do and cause to be done any and all acts and things
19 necessary or proper for carrying out this Loan Approval Ordinance, the Loan Agreement and all
20 other transactions contemplated hereby and thereby. Authorized Officers are hereby individually
21 authorized to do all acts and things required of them by this Loan Approval Ordinance, the
22 Master Ordinance and the Loan Agreement for the full, punctual and complete performance of all
23 the terms, covenants and agreements contained in this Loan Approval Ordinance, the Master
24 Ordinance and the Loan Agreement including, but not limited to, the execution and delivery of
25 closing documents and reports in connection with the execution and delivery of the Loan

1 Agreement, and the publication of the summary of this Loan Approval Ordinance set out in
2 Section 18 of this Loan Approval Ordinance (with such changes, additions and deletions as may
3 be necessary).

4 **Section 12. Amendment of Loan Approval Ordinance.** This Loan Approval
5 Ordinance may be amended without receipt by the Governmental Unit of any additional
6 consideration, but only with the prior written consent of the Finance Authority.

7 **Section 13. Loan Approval Ordinance Irrepealable.** After the Loan Agreement
8 has been executed and delivered, this Loan Approval Ordinance shall be and remain irrepealable
9 until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged,
10 as herein provided.

11 **Section 14. Severability Clause.** If any section, paragraph, clause or provision of
12 this Loan Approval Ordinance shall for any reason be held to be invalid or unenforceable, the
13 invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any
14 of the remaining provisions of this Loan Approval Ordinance.

15 **Section 15. Repealer Clause.** All bylaws, orders, resolutions and ordinances, or
16 parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency.
17 This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part
18 thereof, heretofore repealed.

19 **Section 16. Effective Date.** Upon due adoption of this Loan Approval Ordinance, it
20 shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the
21 signatures of the Mayor and Clerk, and the title and general summary of the subject matter
22 contained in this Loan Approval Ordinance (set out in Section 18 below) shall be published in a
23 newspaper which maintains an office and is of general circulation in the Governmental Unit, and
24 said Loan Approval Ordinance shall be in full force and effect thereafter, in accordance with law.

25 **Section 17 Master Ordinance.** The Governing Body finds that the terms of the

1 Loan Agreement and of this Loan Approval Ordinance are consistent with the terms and
2 parameters established for the issuance of such debt by the Master Ordinance. This Loan
3 Approval Ordinance, adopted as an ordinance of the Governmental Unit, supplements the Master
4 Ordinance in accordance with the provisions hereof and thereof. In the event of any
5 inconsistency between the Loan Agreement and the Master Ordinance, as supplemented and
6 amended by this Loan Approval Ordinance, the provisions of the Master Ordinance shall control.

7 **Section 18. General Summary for Publication.** Pursuant to the general laws of the
8 State, the title and a general summary of the subject matter contained in this Loan Approval
9 Ordinance shall be published in substantially the following form:

10 **[Form of Summary of Ordinance for Publication]**

11 City of Santa Fe, New Mexico

12 Notice of Adoption of Ordinance

13 Notice is hereby given of the title and of a general summary of the subject matter
14 contained in Ordinance No. 2013-13, duly adopted and approved by the Governing Body of the
15 City of Santa Fe, New Mexico (the "Governmental Unit"), on March 27, 2013. Complete copies
16 of the Ordinance are available for public inspection during normal and regular business hours in
17 the office of the City Clerk, 200 Lincoln Avenue, Santa Fe, New Mexico 87501.

18 The title of the Ordinance is:

19 AUTHORIZING THE EXECUTION AND DELIVERY OF A TAXABLE
20 DRINKING WATER STATE REVOLVING LOAN FUND LOAN
21 AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE, NEW
22 MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO
23 FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED
24 OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL
25 AMOUNT OF NO MORE THAN \$5,050,000, WHICH INCLUDES AN


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EXPENSE FUND COMPONENT, TOGETHER WITH INTEREST AND ADMINISTRATIVE FEES THEREON, FOR THE PURPOSE OF FINANCING THE COSTS OF A NECESSARY DRINKING WATER PROJECT, BEING THE DESIGN, ACQUISITION CONSTRUCTION, PERMITTING AND INSTALLATION OF A SOLAR PHOTOVOLTAIC SYSTEM TO SERVE THE BUCKMAN DIRECT SURFACE DIVERSION PROJECT (THE "PROJECT"); PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF, COSTS OF ISSUANCE, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE GOVERNMENTAL UNIT'S WATER UTILITY SYSTEM AND FROM REVENUES GENERATED BY THE MUNICIPAL CAPITAL OUTLAY GROSS RECEIPTS TAX; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Ordinance.
This notice constitutes compliance with Section 6-14-6, NMSA 1978.

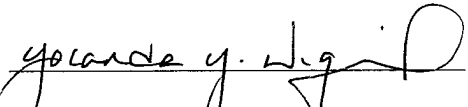
[End of Form of Summary for Publication]

PASSED, APPROVED, and ADOPTED this 27th day of March, 2013.



DAVID COSS, MAYOR

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ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:


GENO ZAMORA, CITY ATTORNEY