

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2009-123**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT (“LOAN AGREEMENT”) BY AND BETWEEN THE CITY OF SANTA FE, NEW MEXICO (THE “GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN FORTY-TWO THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$42,420), TOGETHER WITH INTEREST, COSTS OF ISSUANCE AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN NINETY-EIGHT THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$98,980), FOR THE PURPOSE OF FINANCING THE COSTS OF MODIFICATION OF THE ELECTRICAL SYSTEM AT THE BUCKMAN DIRECT DIVERSION SURFACE WATER PROJECT TO PROVIDE FOR A PLANNED PHOTOVOLTAIC SYSTEM; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE PLEDGED REVENUES; SETTING A MAXIMUM INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN 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 AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Loan Approval Resolution, or, if not defined in Section 1 of this Loan Approval Resolution, the same meaning as defined in Article I of Ordinance No. 2006-47 (the “Master Ordinance”) adopted by the Governing Body on August 9, 2006, unless the context requires otherwise.

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

WHEREAS, funds may be provided to local authorities from the Drinking Water State Revolving Loan Fund, pursuant to the ARRA, to finance infrastructure projects in the State; and

WHEREAS, a portion of the Loan funds made available pursuant to the ARRA will be forgiven and will not be required to be repaid; and

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

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

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

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

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

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

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

WHEREAS, other than as included in the Pledged Revenues, no tax revenues collected by or on behalf of the Governmental Unit shall be pledged to the Loan Agreement; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:

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

Capitalized terms not defined in this Section 1 shall have the same meanings as defined in the Master Ordinance.

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

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the NMFA as 0.125% of the Aggregate Repayable Disbursements then outstanding as part of each semi-annual Loan Agreement Payment for the costs of originating and servicing the Loan, as shown in the Final Loan Agreement Payment Schedule.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of (i) the Expense Fund Component and (ii) the aggregate amounts disbursed to the Governmental Unit from the Program Account for payment of the incurred costs of the Project.

“Aggregate Forgiven Disbursements” means the amount of Loan subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date equal to seventy percent (70%) of the Aggregate Disbursements, up to a maximum of ninety-eight thousand nine hundred eighty dollars (\$98,980).

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Authorized Officers” means the Mayor, City Manager, Finance Director, and City Clerk of the Governmental Unit.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the NMFA and related to the Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution and delivery of the Loan Agreement authorized by this Loan Approval Resolution.

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

“County” means Santa Fe County, New Mexico.

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

“Expense Fund” means the expense fund created in the Loan Agreement to be held and administered by the NMFA to pay Expenses.

“Expense Fund Component” means an additional amount equal to one percent (1%) of each disbursement from the Program Account for the Project, simultaneously withdrawn from the Program Account and deposited in the Expense Fund to pay Expenses.

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

“Final Disbursement” means the final disbursement of moneys from the Program Account to the Governmental Unit, which shall occur within two (2) years following the Closing Date, except as otherwise provided in the Loan Agreement.

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

“Governing Body” means the duly organized City Council of the Governmental Unit and any successor governing body of the Governmental Unit.

“Governmental Unit” means the City of Santa Fe, Santa Fe County, New Mexico.

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

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

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

“Loan Agreement” means the loan and subsidy agreement dated the Closing Date between the NMFA and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the NMFA, and any amendments or supplements thereto, including the exhibits attached to the Loan Agreement.

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

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

“Loan Approval Resolution” means this Resolution No. 2009-123 adopted by the Governing Body of the Governmental Unit on December 9, 2009, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented or amended from time to time in accordance with the provisions.

“Master Ordinance” means the Governmental Unit’s Ordinance No. 2006-47, adopted August 9, 2006, as supplemented and amended from time to time.

“Maximum Aggregate Forgiven Amount” means the maximum amount of loan subsidy available in the form of principal forgiveness, which is equal to seventy percent (70%) of the Maximum Principal Amount. The Maximum Aggregate Forgiven Amount, assuming disbursement of all funds available to the Governmental Unit under the Loan Agreement, is ninety-eight thousand nine hundred eighty dollars (\$98,980).

“Maximum Aggregate Repayable Principal” means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to this Loan Agreement, and is equal to the Maximum Principal Amount less the Maximum Aggregate Forgiven Amount. The Maximum Aggregate Repayable Principal, assuming disbursement of all funds available to the Governmental Unit under the Loan Agreement, is forty-two thousand four hundred twenty dollars (\$42,420).

“Maximum Principal Amount” means one hundred forty-one thousand four hundred dollars (\$141,400).

“NMFA” means the New Mexico Finance Authority.

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

“Pledged Revenues” means the revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Loan Approval Resolution and described in the Term Sheet.

“Program Account” means the account in the name of the Governmental Unit established and held by the NMFA for deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit to pay the costs of the Project.

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

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

“Senior Obligations” means the City of Santa Fe Water Utility System/Capital Outlay Gross Receipts Tax Revenue Refunding Bonds, Series 2006D and the City of Santa Fe Water Utility System/Capital Outlay Gross Receipts Tax Revenue Bonds, Series 2009A and 2009B, issued pursuant to the Master Ordinance, and any other obligations of the Governmental Unit hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the Loan Agreement and to any other Second Lien Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet, and issued in accordance with the Master Ordinance.

“State” means the State of New Mexico.

“Subsidy” means the subsidy in the form of principal forgiveness for the Governmental Unit, to be applied proportionally at the time of each disbursement of moneys from the Program Account to the Governmental Unit, being seventy percent (70%) of such disbursements.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Loan Approval Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition and construction of the Project, and the execution and delivery of the Loan Agreement shall be, and the same hereby is, ratified, approved and confirmed, except to the extent that such action is expressly amended or modified by this Loan Approval Resolution or the Loan Agreement.

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

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

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

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

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

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

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

F. The Project is a joint project of the Governmental Unit and the County, will be acquired jointly by the Governmental Unit and the County pursuant to the Joint Powers Agreement, and will be funded jointly by the Governmental Unit and the County.

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

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

I. The net effective interest rate on the Maximum Aggregate Repayable Principal shall not exceed 12% per annum which is the maximum rate permitted by State law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Loan Approval 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 residents of the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a Loan Agreement Principal Amount of forty-two thousand four hundred twenty dollars (\$42,420) and interest and Administrative Fees thereon, and to accept a Subsidy in the amount of ninety-eight thousand nine hundred eighty dollars (\$98,980) and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan and Subsidy (i) to finance the acquisition and construction of the Project and (ii) to pay Expenses and related professional fees. The Project will be jointly owned by the Governmental Unit and the County, in accordance with the Joint Powers Agreement.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Loan Approval

Resolution was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of one hundred forty-one thousand four hundred dollars (\$141,400). The Loan Agreement Principal Amount shall be payable in installments of principal due on June 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on June 1 and December 1 of each year, commencing on June 1, 2010, at the rate designated in the Loan Agreement, including the Term Sheet, which rate includes the Administrative Fee.

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

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

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

A. Program Account. The Governmental Unit hereby consents to creation of the Program Account, Expense Fund and Debt Service Account to be held and maintained by the NMFA as provided in the Loan Agreement. The Governmental Unit hereby approves of the



deposit of a portion of the proceeds of the Loan Agreement in the Program Account and Expense Fund.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon receipt thereof in the Expense Fund and the Program Account, as provided in the Loan Agreement.

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

B. Prompt Construction of the Project. The Governmental Unit will acquire, construct and complete the Project with all due diligence. If the Governmental Unit has not entered into a construction contract for the Project and provided a copy of such contract to the NMFA no later than February 17, 2010, then the Loan Agreement will automatically terminate and no moneys will be available for the Project under the loan Agreement.

C. Project Reporting. At all times following the Closing Date, until the Completion Date, the Governmental Unit shall provide regular reports to the NMFA regarding the Project, in accordance with the Loan Agreement.

D. Completion of Acquisition and Construction of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the NMFA a certificate stating that the acquisition and construction of and payment for the Project have been completed. As soon as practicable, and in any event not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be withdrawn from the Program Account and transferred as provided in the Loan Agreement.

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

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

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

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, interest and Administrative

Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9(C) of this Loan Approval Resolution.

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

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

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 Loan Approval Resolution, the Loan 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 Loan Approval Resolution, the Master Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Loan Approval Resolution, the Master Ordinance and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement, and the publication of the summary of this Loan Approval Resolution set out in Section 18 of this Loan Approval Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Loan Approval Resolution. This Loan Approval Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the NMFA.

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

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Loan Approval 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 Loan Approval Resolution.

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

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

Section 17. Master Ordinance. The Governing Body finds that the terms of the Loan Agreement and of this Loan Approval Resolution are consistent with the terms and parameters established for the issuance of such debt by the Master Ordinance. This Loan Approval Resolution, duly adopted as a resolution of the Governmental Unit, supplements the Master Ordinance in accordance with the provisions hereof and thereof. In the event of any inconsistency between the Loan Agreement and the Master Ordinance, as supplemented and amended by this Loan Approval Resolution, the provisions of the Master Ordinance shall control.

Section 18. 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 Loan Approval Resolution shall be published in substantially the following form:

*[Remainder of page intentionally left blank.]*

*[Form of Summary of Resolution for Publication.]*

**City of Santa Fe, 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. 2009-123, duly adopted and approved by the Governing Body of the City of Santa Fe, New Mexico (the "Governmental Unit"), on December 9, 2009. Complete copies of the Resolution are available for public inspection during normal and regular business hours in the office of the City Clerk, 200 Lincoln Avenue, Santa Fe, New Mexico 87501.

The title of the Resolution is:

**CITY OF SANTA FE, NEW MEXICO  
RESOLUTION NO. 2009-123**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF SANTA FE, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN FORTY-TWO THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$42,420), TOGETHER WITH INTEREST, COSTS OF ISSUANCE AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN NINETY-EIGHT THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$98,980), FOR THE PURPOSE OF FINANCING THE COSTS OF MODIFICATION OF THE ELECTRICAL SYSTEM AT THE BUCKMAN DIRECT DIVERSION SURFACE WATER PROJECT TO PROVIDE FOR A PLANNED PHOTOVOLTAIC SYSTEM; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE PLEDGED REVENUES; SETTING A MAXIMUM INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN 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 AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Resolution.

This notice constitutes compliance with Section 6-14-6, NMSA 1978.

*[End of Form of Summary for Publication.]*

PASSED, APPROVED AND ADOPTED THIS 9TH DAY OF DECEMBER, 2009.

CITY OF SANTA FE, NEW MEXICO

By David Coss  
David Coss, Mayor

[SEAL]

ATTEST:

By Yolanda Y. Vigil  
Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:

Frank D. Katz  
Frank D. Katz, City Attorney

*[Remainder of page intentionally left blank.]*