

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2013-13

INTRODUCED BY:

Councilor Chris Calvert

AN ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF A TAXABLE DRINKING WATER STATE REVOLVING LOAN FUND 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 \$5,050,000, WHICH INCLUDES AN 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

1 **FROM REVENUES GENERATED BY THE MUNICIPAL CAPITAL OUTLAY GROSS**
2 **RECEIPTS TAX; APPROVING THE FORM OF AND OTHER DETAILS**
3 **CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE**
4 **TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE;**
5 **AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH**
6 **THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.**

7
8 Capitalized terms used in the following recitals have the same meaning as defined in
9 Section 1 of this Loan Approval Ordinance, or, if not defined in Section 1 of this Loan Approval
10 Ordinance, the same meaning as defined in Article I of Ordinance No. 2006-47 (the “Master
11 Ordinance”) adopted by the Governing Body on August 9, 2006 *and in the Loan Agreement,*
12 unless the context requires otherwise.

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

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

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

24 **WHEREAS**, this Loan Approval Ordinance is adopted pursuant to the Master Ordinance
25 in order to authorize the Governmental Unit to enter into the Loan Agreement with the *[NMFPA]*

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1 Finance Authority as a Second Lien Obligation payable from Pledged Revenues; and

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

4 **WHEREAS**, other than as described in Exhibit "A" to the Loan Agreement, the Pledged
5 Revenues have not heretofore been pledged to secure the payment of any obligation which is
6 currently outstanding; and

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

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

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

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

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

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

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

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

11 "Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee
12 payable to the [~~NMFA~~] Finance Authority as 0.125% of each semi-annual Loan Agreement
13 Payment for the costs of originating and servicing the Loan, as shown in the Final Loan
14 Agreement Payment Schedule.

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

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

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

22 "Bonds" means drinking water state revolving loan fund revenue bonds, if any, issued
23 hereafter by the [~~NMFA~~] Finance Authority and related to the Loan Agreement and the Loan
24 Agreement Payments.

25 "Closing Date" means the date of execution and delivery of the Loan Agreement

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1 authorized by this Loan Approval Ordinance.

2 [*"Completion Date" means the date of final payment of the cost of the Project.*]

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

4 "Debt Service Account" means the debt service account established in the name of the
5 Governmental Unit and administered by the [*NMFA*] *Finance Authority* to pay principal and
6 interest on the Loan Agreement as the same become due.

7 "Expense Fund" means the expense fund created in the Loan Agreement to be held and
8 administered by the [*NMFA*] *Finance Authority* to pay Expenses.

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

11 "Expenses" means the *Finance Authority's* costs of issuance of the Loan Agreement and
12 the Bonds, if any, and periodic and regular fees and expenses incurred by the [*NMFA*] *Finance*
13 *Authority* in administering the Loan Agreement, including legal fees.

14 "Final Disbursement" means the final disbursement [*of moneys from the Program*
15 *Account*] to the Governmental Unit, which shall occur within two years following the Closing
16 Date, except as otherwise provided in the Loan Agreement.

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

20 *"Finance Authority" means the New Mexico Finance Authority.*

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

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

24 "Herein", "hereby", "hereunder", "hereof", "hereinabove" and "hereafter" refer to this
25 entire Loan Approval Ordinance and not solely to the particular section or paragraph of this Loan

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1 Approval Ordinance in which such word is used.

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

6 "Loan" or "Loan Amount" means the funds to be loaned by the *[NMFA] Finance*
7 *Authority* to the Governmental Unit in the Loan Agreement Principal Amount pursuant to the
8 Loan Agreement.

9 "Loan Agreement" means the loan agreement *and subsidy agreement* dated the Closing
10 Date between the *[NMFA] Finance Authority* and the Governmental Unit which provides for the
11 financing of the Project and requires payments by or on behalf of the Governmental Unit to the
12 *[NMFA] Finance Authority*, and any amendments or supplements thereto, including the exhibits
13 attached to the Loan Agreement.

14 [~~"Loan Agreement Balance" means, as of any date of calculation, the Loan Agreement~~
15 ~~Principal Amount less the aggregate principal amount paid or prepaid pursuant to the provisions~~
16 ~~of the Loan Agreement.~~]

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

21 "Loan Agreement Principal Amount" means, as of any date of calculation, the Aggregate
22 *Repayable* Disbursements (including the Expense Fund Component), up to the Maximum
23 *Aggregate Repayable* Principal Amount.

24 "Loan Approval Ordinance" means this Ordinance No. _____ adopted by the
25 Governing Body of the Governmental Unit on _____, 2013, approving the Loan

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1 Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments
2 as shown on the Term Sheet, as supplemented or amended from time to time in accordance with
3 the provisions hereof.

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

6 "Maximum Aggregate Repayable Principal" means the maximum amount of Aggregate
7 Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement,
8 and is equal to the Maximum Principal Amount less the Maximum Aggregate Forgiven Amount.
9 The Maximum Aggregate Repayable Principal, assuming disbursement of all funds available to
10 the Governmental Unit under the Loan Agreement, is two million five hundred twenty-five
11 thousand dollars (\$2,525,000).

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

13 "/NMFA " means the New Mexico Finance Authority.]

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

16 "Pledged Revenues" means the Net [~~†~~] Revenues of the Water Utility System owned by the
17 Governmental Unit and revenues generated by the Municipal Capital Outlay Gross Receipts Tax
18 pledged to payment of the Loan Agreement Payments pursuant to this Loan Approval Ordinance
19 and described in Exhibit "A" to the Loan Agreement.

20 [~~"Program Account" means the account in the name of the Governmental Unit~~
21 ~~established and held by the NMFA for deposit of the net proceeds of the Loan Agreement for~~
22 ~~disbursal to the Governmental Unit to pay the costs of the Project.]~~

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

24 "Second Lien Obligations" means the obligations of the Governmental Unit under the
25 Loan Agreement and any other obligations now outstanding or hereafter issued or incurred,

1 payable from or secured by a pledge of the Pledged Revenues and issued with a second lien on
2 the Pledged Revenues on a parity with the lien thereon of the Loan Agreement and subordinate to
3 the lien thereon of the Senior Obligations, including any such obligations shown on the Term
4 Sheet.

5 “Senior Obligations” means the City of Santa Fe, New Mexico Water Utility
6 System/Capital Outlay Gross Receipts Tax Revenue Refunding Bonds, Series 2006D, and the
7 City of Santa Fe, New Mexico Water Utility System/Capital Outlay Gross Receipt Tax Revenue
8 Bonds, Series 2009A and Series 2009B, issued pursuant to the Master Ordinance, and any other
9 obligations of the Governmental Unit hereafter issued or incurred, payable from or secured by a
10 pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues senior to the
11 Loan Agreement, and issued in accordance with the Master Ordinance.

12 “State” means the State of New Mexico.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 A. Authorization. This Loan Approval Ordinance has been adopted by the
2 affirmative vote of at least a three-fourths majority of the whole number of members elected to
3 the Governing Body. For the purpose of protecting the public health, conserving the property,
4 and protecting the general welfare and prosperity of the residents of the Governmental Unit and
5 acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the
6 Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the
7 Governmental Unit to pay up to the maximum Principal [~~a principal amount of five million, fifty-~~
8 ~~thousand dollars (\$5,050,000)~~] and interest thereon, and the execution and delivery of the Loan
9 Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan (i)
10 to finance the Project and (ii) to pay the Expense Fund Component of the Loan Agreement and
11 the costs of issuance of the Bonds, if any. The Project will be jointly owned by the Governmental
12 Unit and the County, in accordance with the Joint Powers Agreement.

13 B. Detail. The Loan Agreement shall be in substantially the form of the
14 Loan Agreement presented at the meeting of the Governing Body at which this Loan Approval
15 Ordinance was adopted. The Loan shall be in an original aggregate principal amount not to
16 exceed \$5,050,000, shall be payable in installments of principal due on June 1 of the years
17 designated in the Final Loan Agreement Payment Schedule and bear interest payable on June 1
18 and December 1 of each year, commencing on December 1, 2013, at the rate of two percent (2%)
19 designated in the Loan Agreement, including Exhibit "B" thereto, which rate includes the
20 Administrative Fee.

21 **Section 6. Approval of Loan Agreement.** The form of the Loan Agreement as
22 presented at the meeting of the Governing Body at which this Loan Approval Ordinance was
23 adopted is hereby approved. Authorized Officers are hereby individually authorized to execute,
24 acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as
25 may be approved by such individual Authorized Officers, and the Clerk is hereby authorized to

1 affix the seal of the Governmental Unit on the Loan Agreement and attest the same. The
2 execution of the Loan Agreement by an Authorized Officer shall be conclusive evidence of such
3 approval.

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

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

3 A. ~~[Program Account]~~ *Aggregate Program Amount; Expense Fund; Debt*
4 *Service Account.* The Governmental Unit hereby consents to creation of the ~~[Program Account.]~~
5 Expense Fund and Debt Service Account to be held and maintained by the ~~[NMFA]~~ *Finance*
6 *Authority* as provided in the Loan Agreement. The Governmental Unit hereby approves of the
7 *allocation of the Aggregate Program Amount to the Governmental Unit to be used to acquire and*
8 *complete the Project. ~~[deposit of a portion of the proceeds of the Loan Agreement in the Program~~*
9 *Account and Expense Fund.]*

10 ~~[The proceeds derived from the execution and delivery of the Loan Agreement shall be~~
11 ~~deposited promptly upon receipt thereof in the Expense Fund and the Program Account, as~~
12 ~~provided in the Loan Agreement.]~~ *The Aggregate Program Amount shall be made available for*
13 *disbursal to the Governmental Unit, as provided in the Loan Agreement.*

14 Until ~~[the Completion Date or]~~ the date of the Final Disbursement, the money ~~[in the~~
15 ~~Program Account]~~ *disbursed to the Governmental Unit from the Aggregate Program Amount*
16 shall be used and paid out solely for the purpose of ~~[acquiring]~~ *designing, acquiring,*
17 *constructing, permitting and installing* ~~[and constructing]~~ the Project in compliance with
18 applicable law and the provisions of the Loan Agreement.

19 The Governmental Unit will ~~[acquire, construct and]~~ complete the Project with all due
20 diligence.

21 B. Completion of Acquisition and Construction of the Project. ~~[Upon]~~
22 ~~Prior to the date of the Final Disbursement, [the Completion Date,]~~ the Governmental Unit shall
23 execute and send to the ~~[NMFA]~~ *Finance Authority* a certificate stating that the *design,*
24 *acquisition,* ~~[and]~~ *construction, permitting and installation* of and payment for the Project have
25 been completed. As soon as practicable, and in any event not more than sixty (60) days *after the*

1 Final Disbursement is made, the Governmental Unit shall have no right or title to any remaining
2 balance of the Aggregate Program Amount. [~~from the Completion Date, any balance remaining~~
3 ~~in the Program Account shall be transferred and deposited into the Debt Service Account,~~] as
4 provided in the Loan Agreement.

5 C. [NMFA] Finance Authority Not Responsible for Application of Loan
6 Proceeds. The [NMFA] Finance Authority shall in no manner be responsible for the application
7 or disposal by the Governmental Unit or by its officers of the funds derived from the Loan
8 Agreement or of any other funds herein designated.

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

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

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

23 C. Use of Surplus Revenues. After making all the payments hereinabove
24 required to be made by this Section, any moneys remaining in the Debt Service Account shall be
25 transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose,

1 including, but not limited to, the payment of any Senior Obligations, Second Lien Obligations or
2 bonds or obligations subordinate and junior to the Loan Agreement, or purposes authorized by the
3 Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from
4 time to time determine.

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

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

1 be necessary).

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

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

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

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

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

23 **Section 17 Master Ordinance.** The Governing Body finds that the terms of the
24 Loan Agreement and of this Loan Approval Ordinance are consistent with the terms and
25 parameters established for the issuance of such debt by the Master Ordinance. This Loan

1 Approval Ordinance, adopted as an ordinance of the Governmental Unit, supplements the Master
2 Ordinance in accordance with the provisions hereof and thereof. In the event of any
3 inconsistency between the Loan Agreement and the Master Ordinance, as supplemented and
4 amended by this Loan Approval Ordinance, the provisions of the Master Ordinance shall control.

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

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

9 City of Santa Fe, New Mexico

10 Notice of Adoption of Ordinance

11 Notice is hereby given of the title and of a general summary of the subject matter
12 contained in Ordinance No. _____, duly adopted and approved by the Governing Body of
13 the City of Santa Fe, New Mexico (the "Governmental Unit"), on _____, 2013.

14 Complete copies of the Ordinance are available for public inspection during normal and regular
15 business hours in the office of the City Clerk, 200 Lincoln Avenue, Santa Fe, New Mexico
16 87501.

17 The title of the Ordinance is:

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

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

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

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

19 [End of Form of Summary for Publication]

20
21 APPROVED AS TO FORM:

22
23 
24 _____
GENO ZAMORA, CITY ATTORNEY

25 *M/Melissa/Bills 2013/2013-13 BDD Solar_NMFA Loan (Substitute)*