



1 Improvements in the total amount of \$4,663,857 against the property specially  
2 benefited by the Storm Drainage Improvements; the Private Utility Improvements in  
3 the total amount of \$2,677,884 against the property specially benefited by the  
4 Private Utility Improvements; all pursuant to and in conformity with the Act; and

5 WHEREAS, the Council has determined that the total cost of making the  
6 Improvements of no more than \$27,098,175 including all advertising, appraising,  
7 engineering, legal, financial, costs of entering into the Loan Agreements and other  
8 proper incidental costs and fees, shall be paid by assessments on the tracts, parcels  
9 and lots of property within the District specially benefited by the Improvements in  
10 accordance with the Act; and

11 WHEREAS, the Council imposed a lien, by adopting the Assessing  
12 Ordinance, upon all the tracts, parcels and lots of property within the District  
13 specially benefited by the Improvements which lien may be paid in full on or prior to  
14 October 5, 2012, by the owners of the benefited property; and

15 WHEREAS, after October 5, 2012, no more than \$24,420,291 of the Street,  
16 Water, Sanitary Sewer, Storm Drainage special assessments and no more than  
17 \$2,677,884 of the Private Utility Improvement special assessments will remain  
18 unpaid, which are payable in installments, until paid in full, with interest in all cases  
19 on the unpaid and deferred principal balance from September 20, 2012 (i.e., the  
20 date of publication of the Assessing Ordinance), both principal and interest being  
21 payable at the office of the City Treasurer on April 1 and October 1 in each year,  
22 with the first of thirty substantially equal semiannual principal and interest payments  
23 will be due April 1, 2013; and

24 WHEREAS, pursuant to Section 3-33-24(A) NMSA 1978, the City has  
25 determined to issue, in the name of the City, bonds in the form of the Loan  
26 Agreements each of which shall be in an amount not exceeding the total of the  
27 assessments pledged thereto and maturing not more than sixteen (16) years after  
28 the Closing Date thereof; and

29 WHEREAS, the City desires to execute and deliver the Tax Exempt Loan  
30 Agreement in the principal amount not to exceed \$24,420,291 to pay the cost and  
31 expenses of constructing and making the Street, Sanitary Sewer, Water and Storm

1 Drainage Improvements pursuant to the Act; and

2 WHEREAS, the City desires to execute and deliver the Taxable Loan  
3 Agreement in the principal amount not to exceed \$2,667,884 to pay the cost and  
4 expenses of constructing and making the Private Utility Improvements pursuant to  
5 the Act; and

6 WHEREAS, the Council has determined that it is permitted by law, and it is in  
7 the best interests of the City and its inhabitants, that the City pledge all of its right,  
8 title and interest in and to the Pledged Revenues to the payment of the Tax Exempt  
9 Loan Agreement Payments in order to finance the Tax Exempt Improvements as set  
10 forth in the Tax Exempt Loan Agreement and this Debt Ordinance; and

11 WHEREAS, the Council has determined that it is permitted by law, and it is in  
12 the best interests of the City and its inhabitants, that the City pledge all of its right,  
13 title and interest in and to the Pledged Revenues to the payment of the Taxable  
14 Loan Agreement Payments in order to finance the Taxable Improvements as set  
15 forth in the Taxable Loan Agreement and this Debt Ordinance; and

16 WHEREAS, the Pledged Revenues have not been pledged or hypothecated  
17 in any manner or for any purpose other than the payment of the Loan Agreement  
18 Payments; and

19 WHEREAS, the Pledged Revenues have not been pledged or hypothecated  
20 in any manner or for any purpose other than the payment of the Loan Agreement  
21 Payments; and

22 WHEREAS, the Claim of Lien will be filed in the office of the County Clerk of  
23 Bernalillo County, New Mexico, on or about October 22, 2012, for the amounts due,  
24 assessed and remaining unpaid after October 5, 2012; and

25 WHEREAS, all required authorizations, consents and approvals in connection  
26 with (i) the use and pledge of the Pledged Revenues for the payment of the Tax  
27 Exempt Loan Agreement Payments, (ii) the use and pledge of the Pledged  
28 Revenues for the payment of the Taxable Loan Agreement Payments, (iii) the use of  
29 the proceeds of the Tax Exempt Loan Agreement to finance the Tax Exempt  
30 Improvements, (iv) the use of the proceeds of the Taxable Loan Agreement to  
31 finance the Taxable Improvements, (v) the authorization, execution and delivery of

1 the Tax Exempt Loan Agreement which are required to have been obtained by the  
2 date of execution and delivery thereof have been obtained or will be obtained prior to  
3 the date of the execution and delivery thereof, and (vi) the authorization, execution  
4 and delivery of the Taxable Loan Agreement which are required to have been  
5 obtained by the date of execution and delivery thereof have been obtained or will be  
6 obtained prior to the date of the execution and delivery thereof.

7 BE IT ORDAINED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF  
8 ALBUQUERQUE:

9 SECTION 1. DEFINITIONS; CONSTRUCTION.

10 (A) DEFINED TERMS. As used in this Debt Ordinance, the  
11 following terms shall have the meanings specified, unless the context clearly  
12 requires otherwise (such meanings to be equally applicable to both the singular and  
13 the plural forms of the terms defined):

14 ACT. Sections 3-33-1 through 3-33-43 and Sections 6-21-1  
15 through 6-21-31 NMSA 1978, as supplemented and amended, the Home Rule  
16 Powers and all enactments of the Council, including this Debt Ordinance.

17 ASSESSING ORDINANCE. The ordinance adopted by the  
18 Council on September 17, 2012, levying the assessments against the tracts, parcels  
19 and lots of property within the District specially benefited by the Improvements.

20 AUTHORIZED OFFICER. The Mayor, Chief Administrative  
21 Officer, Director of Finance and Administrative Services, City Treasurer, or other  
22 officer or employee of the City when designated by a certificate signed by the Mayor  
23 of the City from time to time, a certified copy of which shall be delivered to the  
24 Lender. The certificate may designate one or more alternates.

25 BOND COUNSEL. An attorney or attorneys at law or a firm or  
26 firms of attorneys, designated by the City, of nationally recognized standing in  
27 matters pertaining to the issuance of, and the tax-exempt nature of interest on, tax  
28 exempt obligations issued by states and their political subdivisions.

29 BUSINESS DAY. Any day other than (i) a Saturday or Sunday  
30 or (ii) any day on which the offices of the City or the offices of banks located in the  
31 State are authorized or required to remain closed.

1 CITY. The City of Albuquerque, New Mexico.

2 CLAIM OF LIEN. That claim of lien against the lots, tracts and  
3 parcels of land in the District to be filed in the office of the County Clerk of Bernalillo  
4 County, New Mexico, on or about October 22, 2012, for special assessments due,  
5 assessed and remaining unpaid after October 5, 2012.

6 CLOSING DATE. The date on which the Loan Agreements are  
7 executed and delivered.

8 CODE. The Internal Revenue Code of 1986, as amended, the  
9 federal income tax regulations of the Treasury Department (whether proposed,  
10 temporary or final) and any amendments of, or successor provisions to, the  
11 foregoing and any official rulings, announcements, notices, procedures and judicial  
12 determinations regarding any of the foregoing, all as and to the extent applicable.  
13 Unless otherwise indicated, reference to a Section of the Code means that Section  
14 of the Code and such applicable regulations, rulings, announcements, notices,  
15 procedures and determinations pertinent to that Section.

16 COUNCIL. The Council of the City or any future successor  
17 governing body of the City.

18 DEBT ORDINANCE. This ordinance which authorizes the  
19 execution and delivery of the Tax Exempt Loan Agreement and the Taxable Loan  
20 Agreement to finance improvements to the City's Special Assessment District No.  
21 228.

22 DISTRICT. Albuquerque, New Mexico, Special Assessment  
23 District No. 228, created by City Resolution Enactment No. 2011-135, adopted on  
24 December 19, 2011.

25 FAVORABLE OPINION OF BOND COUNSEL. An opinion or  
26 opinions of Bond Counsel, addressed to the City and any other required party to the  
27 effect that the action proposed to be taken is authorized or permitted by the laws of  
28 the State and this Debt Ordinance and will not adversely affect any exclusion from  
29 gross income for federal income tax purposes of interest paid on the Tax Exempt  
30 Loan Agreement.

31 FISCAL YEAR. Each July 1 through June 30, or such other one

1 year period as the City may after the date of this Debt Ordinance designate as its  
2 fiscal year for accounting purposes.

3 GOVERNMENT OBLIGATIONS. Direct obligations of, or  
4 obligations the principal of and interest on which are unconditionally guaranteed by,  
5 the United States of America or certificates or receipts established by the United  
6 States Government or its agencies or instrumentalities representing direct ownership  
7 of future interests or principal payments on direct obligations of, or obligations fully  
8 guaranteed by, the United States of America or any of its agencies or  
9 instrumentalities the obligations of which are backed by the full faith and credit of the  
10 United States, which obligations are held by a custodian in safekeeping on behalf of  
11 the holders of such receipts.

12 HOME RULE POWERS. The powers of the City as a home rule  
13 city under authority given by Article X, Section 6 of the Constitution of the State and  
14 the City Charter.

15 IMPROVEMENTS. Collectively, the Street Improvements,  
16 Water Improvements, Sanitary Sewer Improvements, Storm Drainage Improvements  
17 and Private Utility Improvements.

18 INDEPENDENT ACCOUNTANT. Any certified public  
19 accountant, registered accountant, or firm of such accountants duly licensed to  
20 practice and practicing as such under the laws of the State, appointed and paid by  
21 the City who (a) is, in fact, independent and not under the domination of the City,  
22 (b) does not have any substantial interest, direct or indirect, with the City, and (c) is  
23 not connected with the City as an officer or employee of the City, but who may be  
24 regularly retained to make annual or similar audits of the books or records of the  
25 City.

26 LENDER. Banc of America Public Capital Corp. with respect to  
27 the Tax Exempt Loan Agreement and Banc of America Leasing and Capital with  
28 respect to the Taxable Loan Agreement, or any successor holders of the Loan  
29 Agreements.

30 LOAN AGREEMENT PAYMENTS. Collectively, the Tax  
31 Exempt Loan Agreement Payments and the Taxable Loan Agreement Payments.

1 LOAN AGREEMENTS. Collectively, the Tax Exempt Loan  
2 Agreement entered into between the Lender and the City to provide for the financing  
3 of the Tax Exempt Improvements with the Tax Exempt Loan and which requires Tax  
4 Exempt Loan Agreement Payments by the City to the Lender, and the Taxable Loan  
5 Agreement entered into between Lender and the City to provide for the financing of  
6 the Taxable Improvements with the Taxable Loan and which requires Taxable Loan  
7 Agreement Payments by the City to the Lender.

8 MOODY'S. Moody's Investors Service, and, if such corporation  
9 is dissolved or liquidated or no longer performs the functions of a securities rating  
10 agency, any other nationally recognized securities rating agency designated by the  
11 City.

12 PERMITTED INVESTMENTS. Any of the following and any  
13 other investments which at the time of investment are legal investments for the City  
14 for the money to be invested:

15 (1) Cash (insured at all times by the Federal Deposit  
16 Insurance Corporation or otherwise collateralized with Government Obligations);

17 (2) Government Obligations;

18 (3) Obligations of, or obligations guaranteed as to  
19 principal and interest by, any agency or instrumentality of the United States which  
20 are backed by the full faith and credit of the United States, but not including:  
21 General Services Administration – participation certificates; Government National  
22 Mortgage Association (GNMA) – GNMA guaranteed mortgage-backed securities  
23 and GNMA guaranteed participation certificates; U.S. Department of Housing &  
24 Urban Development – local authority bonds; and U.S. Export-Import Bank – all fully  
25 guaranteed obligations.

26 (4) Obligations of the following government-  
27 sponsored agencies: Federal Home Loan Mortgage Corporation – participation  
28 certificates and senior debt obligations; Farm Credit System (formerly: Federal Land  
29 Banks and Banks for Cooperatives) – consolidated system-wide bonds and notes;  
30 Federal Home Loan Banks – consolidated debt obligations; Federal National  
31 Mortgage Association – senior debt obligations and mortgage-backed securities

1 (excluding stripped mortgage securities which are valued greater than par on the  
2 portion of unpaid principal); Student Loan Marketing Association – senior debt  
3 obligations (excluding securities that do not have a fixed par value and/or whose  
4 terms do not promise a fixed dollar amount at maturity or call date) and letter of  
5 credit backed issues; Financing Corporation – debt obligations; and Resolution  
6 Funding Corporation – debt obligations;

7 (5) Certificates of deposit, time deposits and banker's  
8 acceptances of any bank or savings and loan association, the short-term obligations  
9 of which are rated in the highest Rating Categories by S&P and Moody's, provided  
10 that such deposits must be fully secured by securities designated in paragraphs (2),  
11 (3), (4) and (11) of this definition and held in safe-keeping for, or on behalf of, or held  
12 in book-entry form in the name of, the City;

13 (6) Deposits which are fully insured by the Federal  
14 Deposit Insurance Corporation or which are secured by obligations described in  
15 clauses (2), (3), (4) and (11) of this definition, collateralized at 102%;

16 (7) Accounts with banks and savings and loan  
17 associations located in the State, provided that the banks and savings and loan  
18 associations, and the collateral securing the investments permitted by this  
19 paragraph, satisfy the requirements of applicable State law;

20 (8) Obligations, other than specified private activity  
21 bonds (as defined in Section 57(a)(5)(C) of the Code), the interest on which is  
22 excluded from gross income of the recipient for federal income tax purposes and any  
23 other instrument which does not constitute "investment property" under Section 148  
24 of the Code, as amended from time to time, which are rated in the highest Rating  
25 Category by S&P and Moody's;

26 (9) Money market instruments and other securities of  
27 commercial banks, broker-dealers or recognized financial investors, which securities  
28 or institutions are rated in the highest Rating Category by S&P and Moody's, or  
29 which securities are guaranteed by a person or entity whose long-term debt  
30 obligations are rated in the highest Rating Category by S&P and Moody's, if then  
31 rating the Loan Agreements, including, without limitation, securities of, or other

1 interests in, any open-end or closed-end management type investment company or  
2 investment trust registered under the provisions of 15 U.S.C. Sections 80(a)-1 et.  
3 seq., which invest only in, or whose securities are secured only by, obligations of the  
4 type set forth in paragraphs (2), (3), (4) and (11) of this definition;

5 (10) The "short-term investment fund" described in  
6 Section 6-10-10.1 NMSA 1978 or other similar pooled fund maintained by the State  
7 for the investment of public funds of local public bodies of the State;

8 (11) Stripped Securities: (i) U.S. Treasury STRIPS and  
9 (ii) REFCORP STRIPS (stripped by Federal Reserve Bank of New York); and

10 (12) Repurchase agreements involving the purchase  
11 and sale of, and guaranteed investment contracts, the par value of which is  
12 collateralized by a perfected first pledge of, or security interest in, or the payments of  
13 which are unconditionally guaranteed by, securities described in parts (2), (3), (4)  
14 and (11) of this definition, which collateral is held by the City, or for the benefit of the  
15 City, by a party other than the provider of the guaranteed investment contract or  
16 repurchase agreement, with a collateralized value of at least 102% of the par value  
17 of such repurchase agreement or guaranteed investment contract or 102% of the  
18 market value thereof, valued at intervals of no less than monthly and which collateral  
19 is not subject to any other pledge or security interest;

20 (13) Agreements which permit the City to require a  
21 commercial bank, broker-dealer or recognized financial institution to purchase from  
22 the City at a fixed price obligations described in paragraphs (2), (3), (4), and (11) of  
23 this definition; provided that, if required by law, the contract relating to such  
24 agreement is approved by resolution of the Council and all other requirements of law  
25 relating to any such investment are satisfied and provided further that such  
26 institution, or the guarantor of such institution or agreement, shall be rated in one of  
27 the top two Rating Categories by S&P and Moody's, or by another national rating  
28 agency.

29 PERSON. Any individual, corporation, partnership (in which  
30 case each partner shall be deemed a Person), joint venture, association, joint-stock  
31 company, limited liability company, trust, unincorporated organization, or

1 government or any agency or political subdivision of a government.

2 PLEDGED REVENUES. Moneys collected from the District  
3 special assessments from and after October 6, 2012 to pay for the Improvements  
4 and all amounts on deposit in the SAD 228 Debt Service Fund (including the SAD  
5 228 Administrative Fee and proceeds of foreclosure, as set forth in Sections 10 and  
6 11 of this Debt Ordinance).

7 PRIVATE UTILITY IMPROVEMENTS. The constructing,  
8 installing, improving and otherwise acquiring of certain electrical, natural gas,  
9 telephone and cable television lines within the District.

10 RATING CATEGORY. A generic securities rating category,  
11 without regard, in the case of a long-term rating category, to any refinement or  
12 gradation of such long-term rating category by a numerical modifier or otherwise.

13 SAD 228 ADMINISTRATIVE FEE. The fee equal to 1.5% per  
14 annum of the unpaid principal amount of assessments payable to the City for its  
15 administrative costs to establish and maintain the District (including but not limited to  
16 preparing and sending semiannual statements to owners of property in the District)  
17 and to administer the Loan Agreements and costs relating to the payment and  
18 prepayment of the Loan Agreements, plus, if the SAD 228 Administrative Fees are  
19 not paid when due, interest on the SAD 228 Administrative Fees from the date due  
20 until paid at the penalty rate set forth in the Assessing Ordinance for delinquent  
21 assessment installments.

22 SAD 228 DEBT SERVICE FUND. The SAD 228 Debt Service  
23 Fund established in Section 5 for the payment of the Loan Agreement Payments.

24 SAD 228 RESERVE FUND. The SAD 228 Reserve Fund  
25 established in Section 5 to be funded in the amount \$500,000 from Pledged  
26 Revenues and to be held by the City as a debt service reserve fund for the payment  
27 of Loan Agreement Payments.

28 SANITARY SEWER IMPROVEMENTS. The constructing,  
29 installing and otherwise improving certain sanitary sewer lines within the District.

30 S&P. Standard & Poor's Ratings Group, a division of The  
31 McGraw-Hill Companies, and, if such rating agency is dissolved or liquidated or no

1 longer performs the functions of a securities rating agency, any other nationally  
2 recognized securities rating agency designated by the City.

3 STATE. The State of New Mexico.

4 STORM DRAINAGE IMPROVEMENTS. The grading,  
5 constructing, installing and otherwise providing of certain storm drainage  
6 improvements within the District.

7 STREET IMPROVEMENTS. The grading, graveling, paving,  
8 sidewalking, curbing, guttering, draining and otherwise improving of certain streets  
9 and parts thereof within the District.

10 TAX EXEMPT IMPROVEMENTS. Collectively, the Street  
11 Improvements, the Water Improvements, the Sanitary Sewer Improvements, and the  
12 Storm Drainage Improvements.

13 TAX EXEMPT INTEREST COMPONENT. The portion of the  
14 Tax Exempt Loan Agreement Payment paid as interest on the Tax Exempt Loan  
15 Agreement.

16 TAX EXEMPT LOAN. The funds to be loaned to the City by the  
17 Lender pursuant to the Tax Exempt Loan Agreement.

18 TAX EXEMPT LOAN AGREEMENT. The Tax Exempt Loan  
19 Agreement entered into between the Lender and the City which provides for the Tax  
20 Exempt Loan to finance the Tax Exempt Improvements.

21 TAX EXEMPT LOAN AGREEMENT PAYMENTS. Collectively,  
22 the Tax Exempt Principal Component and the Tax Exempt Interest Component to be  
23 paid by the City as payment on the Tax Exempt Loan Agreement.

24 TAX EXEMPT PRINCIPAL COMPONENT. The portion of the  
25 Tax Exempt Loan Agreement Payment paid as principal on the Tax Exempt Loan  
26 Agreement.

27 TAX EXEMPT PROJECT ACCOUNT. The Tax Exempt Project  
28 Account created in the Tax Exempt Loan Agreement held and administered by the  
29 City for the payment of the costs of the Tax Exempt Improvements.

30 TAXABLE IMPROVEMENTS. Collectively, the Private Utility  
31 Improvements.

1 TAXABLE INTEREST COMPONENT. The portion of the  
2 Taxable Loan Agreement Payment paid as interest on the Taxable Loan Agreement.

3 TAXABLE LOAN. The funds to be loaned to the City by the  
4 Lender pursuant to the Taxable Loan Agreement.

5 TAXABLE LOAN AGREEMENT. The Taxable Loan Agreement  
6 entered into between the Lender and the City which provides for the Taxable Loan to  
7 finance the Taxable Improvements.

8 TAXABLE LOAN AGREEMENT PAYMENTS. Collectively, the  
9 Taxable Principal Component and the Taxable Interest Component to be paid by the  
10 City as payment on the Taxable Loan Agreement.

11 TAXABLE PRINCIPAL COMPONENT. The portion of the  
12 Taxable Loan Agreement Payment paid as principal on the Taxable Loan  
13 Agreement.

14 TAXABLE PROJECT ACCOUNT. The Taxable Project Account  
15 created in the Taxable Loan Agreement and held and administered by the City for  
16 the payment of the costs of the Taxable Improvements.

17 WATER IMPROVEMENTS. The constructing, installing,  
18 improving and otherwise acquiring of water lines within the District.

19 (B) CONSTRUCTION OF ORDINANCE. Except as otherwise  
20 expressly provided in this Debt Ordinance, or unless the context otherwise requires:

21 (1) "Debt Ordinance" means this instrument as originally  
22 executed and as supplemented or amended from time to time.

23 (2) The singular includes the plural and the plural includes  
24 the singular.

25 (3) All accounting terms not otherwise defined in this Debt  
26 Ordinance have the meanings assigned to them in accordance with generally  
27 accepted accounting principles in the United States.

28 (4) All references to Sections shall refer to Sections of this  
29 Debt Ordinance, unless otherwise stated.

30 (5) Words importing any gender include the other gender.

31 (6) "Herein," "hereby," "hereunder," "hereof," "hereinbefore"

1 and "hereafter" refer to this Debt Ordinance and not solely to the particular portion of  
2 this Debt Ordinance in which such word is used.

3 (7) All times will be local time in the City unless otherwise  
4 designated in this Debt Ordinance.

5 SECTION 2. FINDINGS; RATIFICATION.

6 (A) LOAN AGREEMENTS AS BONDS. In furtherance of  
7 Section 3-33-24 NMSA 1978, the City hereby determines that the form of "bond" or  
8 "Bonds" as used in the Act may be "evidences of indebtedness, including bonds,  
9 notes, certificates of participation and loan agreements" as the context of any  
10 particular transaction may require.

11 (B) FINDINGS. The City hereby declares that it has considered all  
12 relevant information and data and hereby makes the following findings:

13 (1) Pursuant to Section 3-33-24(A) NMSA 1978, the City has  
14 determined to issue, in the name of the City, a bond in the form of the Tax Exempt  
15 Loan Agreement which shall be in an amount not to exceed the total cost of the Tax  
16 Exempt Improvements plus costs of issuance and maturing not more than sixteen  
17 (16) years after the Closing Date and bearing interest at a rate of 3.00% per annum,  
18 and to issue a bond in the form of the Taxable Loan Agreement which shall be in an  
19 amount not to exceed the total cost of the Taxable Improvements plus costs of  
20 issuance and maturing not more than four (4) years after the Closing Date and  
21 bearing interest at a rate of 2.30% per annum.

22 (2) The Pledged Revenues may lawfully be pledged to  
23 secure the payment of amounts due under the Loan Agreements.

24 (3) The City does not have any outstanding obligations  
25 payable from the Pledged Revenues.

26 (4) In forming the District and financing the Improvements,  
27 the City has complied with all requirements of City Ordinance Enactment No. 44-  
28 1996, as supplemented and hereby waives any unmet requirements of City  
29 Ordinance Enactment No. 44-1996, as supplemented.

30 (C) RATIFICATION. All action taken prior to the date of this Debt  
31 Ordinance, not inconsistent with the provisions of this Debt Ordinance, by the City

1 and the officers of the City directed toward (i) providing for and constructing the  
2 Improvements, (ii) performing all prerequisites to and the levying of District special  
3 assessments, (iii) fixing and perfecting the assessment lien against the lots, tracts  
4 and parcels of property in the District, and (iv) the execution and delivery of the Loan  
5 Agreements for those purposes are ratified, approved and confirmed.

6 SECTION 3. APPROVAL OF DOCUMENTS; DELEGATED POWERS.

7 (A) APPROVAL OF LOAN AGREEMENTS. The forms of the Tax  
8 Exempt Loan Agreement and the Taxable Loan Agreement have been deposited  
9 with the Clerk of the City. The terms and provisions of the Loan Agreements are  
10 hereby approved with such changes therein as are not inconsistent with this Debt  
11 Ordinance.

12 (B) EXECUTION OF LOAN AGREEMENTS. The Mayor and the  
13 Chief Administrative Officer of the City, on behalf of the City, are hereby authorized  
14 and directed to execute and deliver the Loan Agreements, any agreement between  
15 the Lender and the City and any extension of or amendments to any of those  
16 documents or any substitutions therefor, with such terms and changes as are not  
17 inconsistent with this Debt Ordinance and as are approved by the Mayor or Chief  
18 Administrative Officer of the City, whose execution of any such document, or any  
19 extensions thereof or substitutions therefor, in their final forms shall constitute  
20 conclusive evidence of the executing officer's approval and compliance with this  
21 Section with respect to such documents. The City Clerk is authorized to affix the  
22 seal of the City to and to attest those documents signed by an Authorized Officer, as  
23 necessary.

24 (C) ADDITIONAL DOCUMENTS. The officers, agents and  
25 employees of the City are hereby authorized and empowered to do all acts and  
26 things and to execute and deliver all documents relating to or requested by the  
27 Lender to carry out and comply with the provisions of the Loan Agreements.

28 (D) DELEGATED POWERS. Authorized Officers are hereby  
29 authorized and directed to take all action necessary or appropriate to effectuate the  
30 provisions of this Debt Ordinance, including, without limiting the generality of the  
31 foregoing, the execution and delivery of such certificates as may reasonably be

1 required by the Lender relating, among other matters, to the execution and delivery  
2 of the Loan Agreements, the tenure and identity of the municipal officials, the  
3 amount certified on the assessment roll for the District together with the amount of  
4 cash payments, the accuracy of property descriptions, the delivery of the Loan  
5 Agreements, the absence and existence of factors affecting the exclusion of interest  
6 on the Tax Exempt Loan Agreement from gross income for federal income tax  
7 purposes under the Code, and the absence of litigation pending or threatened  
8 affecting the validity of the Loan Agreements, if such is in accordance with the facts.

9         The Director of the Department of Finance and Administrative Services and  
10 City Treasurer of the City, or his or her successor in function, are hereby authorized  
11 and directed to make such changes or corrections to the procedures established in  
12 this Debt Ordinance relating to the times of day or the days on which actions are  
13 required to be taken, or the Persons responsible for particular actions, the form of  
14 notice of the occurrence of events, the types and forms of actions required and other  
15 similar administrative matters which, in his or her judgment, are necessary and  
16 appropriate to accomplish the purposes of this Debt Ordinance and to provide for the  
17 efficient administration of the program relating to the Loan Agreements. Notice of  
18 any such changes or corrections shall be given to all Persons affected thereby, the  
19 Lender and Bond Counsel for the City.

20         SECTION 4. DISTRICT ASSESSMENTS; AUTHORIZATION OF  
21 COLLECTION. The City Treasurer is hereby authorized, empowered and directed,  
22 and it shall be the duty of the City Treasurer, to receive, collect and enforce the  
23 payments and installments of all District special assessments made and levied for  
24 the Improvements, all interest thereon and all penalties and interest accrued, as  
25 provided by law, in the manner and at the times prescribed by the Assessing  
26 Ordinance and by this Debt Ordinance and to pay and disburse those payments,  
27 installments, interest and penalties accrued to the Persons entitled to the payments  
28 and disbursements.

29         SECTION 5. PLEDGE; SAD 228 DEBT SERVICE FUND AND SAD 228  
30 RESERVE FUND. The SAD 228 Debt Service Fund and the SAD 228 Reserve  
31 Fund are hereby established and shall be maintained by the City.

1 (A) PLEDGE. Money and investments, including the SAD 228  
2 Administrative Fee, on deposit in the SAD 228 Debt Service Fund and the SAD 228  
3 Reserve Fund are pledged by this Debt Ordinance, and the City hereby grants to the  
4 Lender a security interest in such money and investments, for the purposes and with  
5 the priorities set forth in this Section.

6 (B) SAD 228 DEBT SERVICE FUND. The money received from  
7 special assessments on the property in the District from and after October 6, 2012  
8 (which remains payable as provided by the Assessing Ordinance) shall be deposited  
9 in the SAD 228 Debt Service Fund and shall be used for the purposes of paying the  
10 Loan Agreement Payments when due and, to the extent not needed for such  
11 payments, to fund or replenish the SAD 228 Reserve Fund and to pay administrative  
12 costs of the City.

13 Amounts on deposit in the SAD 228 Debt Service Fund shall not be  
14 used for any other purpose, except as permitted by Section 3-33-32 NMSA 1978,  
15 after the Tax Exempt Loan and Taxable Loan are paid in full.

16 (C) SAD 228 RESERVE FUND. From the first amount of Pledged  
17 Revenues received by the City from the special assessments an amount of  
18 \$500,000 shall be deposited in the SAD 228 Reserve Fund. The amounts on  
19 deposit in the SAD 228 Reserve shall be used only for the purpose of meeting any  
20 shortfalls in the SAD 228 Debt Service Fund to make Loan Agreement Payments  
21 when due. Any amounts withdrawn from the SAD 228 Reserve Fund shall be  
22 replenished from the next Pledged Revenues thereafter received by the City to the  
23 extent such Pledged Revenues are not needed to make Loan Agreement Payments  
24 then due. Amounts on deposit in the SAD 228 Reserve Fund may be used to make  
25 the final payments due on the Tax Exempt Loan Agreement.

26 SECTION 6. DEPOSIT OF PLEDGED REVENUES, DISTRIBUTIONS OF  
27 THE PLEDGED REVENUES AND FLOW OF FUNDS.

28 (A) DEPOSIT OF PLEDGED REVENUES. On or before July 1 and  
29 January 1 in each year, commencing July 1, 2013, the City shall transfer the  
30 Pledged Revenues from the SAD 228 Debt Service Fund to the Lender in an amount  
31 sufficient to pay the Loan Agreement Payments and other amounts due under the

1 Loan Agreement.

2 (B) TERMINATION ON DEPOSITS TO MATURITY. No payment  
3 shall be made into the SAD 228 Debt Service Fund and the SAD 228 Reserve Fund  
4 if the amounts in the SAD 228 Debt Service Fund and the SAD 228 Reserve Fund  
5 totals a sum at least equal to the entire unpaid Loan Agreement Payments in which  
6 case moneys in such accounts in an amount at least equal to such Loan Agreement  
7 Payments shall be used solely to pay such obligations as the same become due and  
8 any moneys in excess thereof in such accounts shall be transferred to the City and  
9 used for any lawful purpose, as the City may determine.

10 SECTION 7. LIEN ON PLEDGED REVENUES. Pursuant to the Loan  
11 Agreements, all of the City's right, title and interest in and to the Pledged Revenues  
12 are authorized to and may lawfully be pledged to, and are hereby pledged to, and  
13 the City hereby grants a security interest therein for, the payment of the Loan  
14 Agreement Payments and any other amounts due under the Loan Agreements. The  
15 Loan Agreement Payments constitute an irrevocable and exclusive first lien on the  
16 Pledged Revenues as set forth herein and in the Loan Agreement.

17 SECTION 8. TRANSFERS FROM SAD 228 DEBT SERVICE FUND FOR  
18 PREPAYMENT. Prior to each Loan Agreement Payment date, when money and  
19 Permitted Investments in the SAD 228 Debt Service Fund exceed (by \$50,000 or  
20 more) the amounts required to be paid pursuant to this Debt Ordinance, the City  
21 shall transfer that excess amount to the Lender for the prepayment of the principal  
22 amount of the Loan Agreements on the terms provided in the Loan Agreements.

23 SECTION 9. TRUST FUNDS. The money and investments in the SAD 228  
24 Debt Service Fund and the SAD 228 Reserve Fund shall constitute trust funds and  
25 shall be held and used, as provided in this Debt Ordinance and in the Assessing  
26 Ordinance, for the payment of the Loan Agreement Payments, and the fees and  
27 expenses relating thereto.

28 SECTION 10. FORECLOSURE AND REIMBURSEMENT. The City  
29 shall institute proceedings to foreclose the assessment lien against any lot, tract or  
30 parcel of land which is delinquent in the payment of an assessment or installment of  
31 an assessment for a period of more than one year as now or hereafter provided by

1 the Act, or otherwise as provided by law for foreclosure of municipal liens. Fifteen  
2 days after the date that an order, judgment or decree of foreclosure is issued by a  
3 court of competent jurisdiction, a sale of the affected property may be held, as  
4 provided by law, to satisfy the delinquent assessment. If the City fails or refuses to  
5 initiate foreclosure proceedings to sell a lot, tract or parcel of property for a  
6 delinquent assessment or installment of an assessment, then the Lender may initiate  
7 and prosecute such action as provided by the Loan Agreements. Except as  
8 otherwise required by the Act and the Assessing Ordinance, with respect to payment  
9 of taxes, other special assessments, penalties and costs of collection, the net  
10 proceeds from collecting any delinquent assessments shall be deposited into the  
11 SAD 228 Debt Service Fund and/or the SAD 228 Reserve Fund.

12 SECTION 11. FORECLOSURE SALE; DISPOSITION OF PROPERTY.  
13 If any lot, tract or parcel of property is offered for sale after foreclosure for the  
14 nonpayment of any assessment, installment thereof or interest or penalty thereon,  
15 and there is no other purchaser therefor, the City may purchase the lot, tract or  
16 parcel of property and may bid for the lot, tract or parcel of property at not less than  
17 the amount of the balance due on the assessment, plus any interest, penalty,  
18 attorneys' fees and cost which have accrued against the property and upon the  
19 assessment and shall take and receive in its corporate name any certificates or  
20 deeds to the lot, tract or parcel of property for the benefit of the Lender. The City  
21 shall have the power to lease or sell such lot, tract or parcel of property, and the net  
22 proceeds of any such lease or sale shall be deposited into the SAD 228 Debt  
23 Service Fund and/or the SAD 228 Reserve Fund.

24 SECTION 12. TERMS OF THE TAX EXEMPT LOAN AGREEMENT.  
25 To defray the cost and expense of the Tax Exempt Improvements, to the extent  
26 funds are not available for that purpose from the special assessments which were  
27 paid on or before October 5, 2012, the Tax Exempt Loan Agreement shall be  
28 executed and delivered by the City in an aggregate principal amount not to exceed  
29 \$24,420,291. The Tax Exempt Loan Agreement shall be dated the Closing Date  
30 and be subject to prepayment prior to maturity as provided in the Tax Exempt Loan  
31 Agreement. Authorized Officers are hereby authorized to reduce the principal

1 amount of the Tax Exempt Loan Agreement to account for payments received prior  
2 to October 6, 2012. The final interest rate on the Tax Exempt Loan Agreement shall  
3 be 3.00%. Authorized Officers of the City are hereby authorized to reduce the  
4 principal amount of the Tax Exempt Loan Agreement to account for payments  
5 received prior to October 6, 2012.

6 SECTION 13. TERMS OF THE TAXABLE LOAN AGREEMENT. To  
7 defray the cost and expense of the Taxable Improvements, to the extent funds are  
8 not available for that purpose from the special assessments which were paid on or  
9 before October 5, 2012, the Taxable Loan Agreement shall be executed and  
10 delivered by the City in an aggregate principal amount not to exceed \$2,677,884.  
11 The Taxable Loan Agreement shall be dated the Closing Date and be subject to  
12 prepayment prior to maturity as provided in the Taxable Loan Agreement. The final  
13 interest rate on the Taxable Loan Agreement shall be 2.30%. Authorized Officers of  
14 the City are hereby authorized to reduce the principal amount of the Taxable Loan  
15 Agreement to account for payments received prior to October 6, 2012.

16 SECTION 14. PAYMENTS; BUSINESS DAYS.

17 (A) PAYMENTS. The Tax Exempt Loan Agreement Payments and  
18 the Taxable Loan Agreement Payments shall be payable to the Lender. In the event  
19 that any Tax Exempt Principal Component or Taxable Principal Component is not  
20 paid in full when due, that unpaid Tax Exempt Principal Component or Taxable  
21 Principal Component shall continue to draw interest at the applicable interest rate  
22 until that Tax Exempt Principal Component or Taxable Component is paid in full. To  
23 the extent that sufficient funds are not available to pay all amounts of the Tax  
24 Exempt Principal Component and Taxable Principal Component in full when due,  
25 payments shall be applied to each such amount owing on a pro rata basis based  
26 upon the original principal amount of each Loan Agreement. All such payments  
27 shall be made in lawful money of the United States of America.

28 (B) PAYMENTS OR PERFORMANCE DUE ON NON-BUSINESS  
29 DAY. Except as otherwise required in this Debt Ordinance, any covenant required  
30 to be performed on any date which is not a Business Day may be performed on the  
31 first Business Day thereafter. If the date for any Tax Exempt Loan Agreement

1 Payment or Taxable Loan Agreement Payment shall be other than a Business Day,  
2 then payment shall be made on the next succeeding Business Day, and no interest  
3 shall accrue for the intervening period other than as specifically provided for in this  
4 Debt Ordinance.

5 SECTION 15. PREPAYMENT OF THE LOAN AGREEMENTS.  
6 Amounts owing under the Loan Agreements shall be subject to prepayment  
7 according to the terms set forth in the respective Loan Agreements.

8 SECTION 16. DEFEASANCE. If the City pays or makes provision for  
9 payment of amounts due under the Tax Exempt Loan Agreement in accordance with  
10 its terms, then the Tax Exempt Loan Agreement shall be deemed to have been paid,  
11 the City's obligation shall be discharged and the pledge to the Tax Exempt Loan  
12 Agreement released. If the City pays or makes provision for payment of amounts  
13 due under the Taxable Loan Agreement in accordance with its terms, then the  
14 Taxable Loan Agreement shall be deemed to have been paid, the City's obligation  
15 shall be discharged and the pledge to the Taxable Loan Agreement released.

16 SECTION 17. LIMITED OBLIGATIONS. The obligations of the City  
17 under the Loan Agreements and this Debt Ordinance shall be payable solely from  
18 Pledged Revenues and amounts on deposit in the SAD 228 City Debt Service Fund  
19 and the SAD 228 Reserve Fund and no other funds. The SAD 228 City Debt  
20 Service Fund and the SAD 228 Reserve Fund consist of moneys collected from the  
21 District special assessments levied to pay for the Improvements.

22 SECTION 18. NOT GENERAL OBLIGATIONS. The obligations created  
23 by the provisions of this Debt Ordinance shall not be construed or held to make the  
24 obligations of the City under the Loan Agreements general obligations of the City, or  
25 the State, and the Lender shall have no claim of or on any general or other fund for  
26 the payment thereof. The obligations of the City under the Loan Agreements shall  
27 not be a debt of the City within the meaning of any constitutional or statutory  
28 limitation on debt of the City. The full faith and credit of the City is not pledged for  
29 payment of the City's obligations under the Loan Agreements. The payments of the  
30 City's obligations under the Loan Agreements are not secured by any encumbrance,  
31 mortgage or other pledge of property of the City except for District special

1 assessments. No property owned by the City, subject to the foregoing exceptions,  
2 shall be liable to be forfeited or taken in payment of the Loan Agreements.

3 SECTION 19. DELIVERY OF TAX EXEMPT LOAN AGREEMENT TO  
4 THE LENDER AND USE OF PROCEEDS.

5 (A) DELIVERY OF TAX EXEMPT LOAN AGREEMENT. When the  
6 Tax Exempt Loan Agreement has been duly executed, the City Treasurer shall  
7 deliver the Tax Exempt Loan Agreement to the Lender on receipt of the final  
8 aggregate principal amount of the Tax Exempt Loan. The Tax Exempt Loan shall be  
9 applied solely for the purposes permitted by this Debt Ordinance. The Lender shall  
10 not be responsible for the application by the City, or any of its officers, of the Tax  
11 Exempt Loan.

12 (B) USE OF PROCEEDS. The Tax Exempt Loan shall be used to  
13 finance the Tax Exempt Improvements and to pay the costs related to the Tax  
14 Exempt Loan Agreement.

15 SECTION 20. DELIVERY OF TAXABLE LOAN AGREEMENT TO THE  
16 LENDER AND USE OF PROCEEDS.

17 (A) DELIVERY OF TAXABLE LOAN AGREEMENT. When the  
18 Taxable Loan Agreement has been duly executed, the City Treasurer shall deliver  
19 the Taxable Loan Agreement to the Lender on receipt of the final aggregate principal  
20 amount of the Taxable Loan. The Taxable Loan shall be applied solely for the  
21 purposes permitted by this Debt Ordinance. The Lender shall not be responsible for  
22 the application by the City, or any of its officers, of the Taxable Loan.

23 (B) USE OF PROCEEDS The Taxable Loan shall be used to  
24 finance the Taxable Improvements and to pay the costs related to the Taxable Loan  
25 Agreement.

26 SECTION 21. BOOKS AND ACCOUNTS. So long as any of the  
27 obligations of the City under the Tax Exempt Loan Agreement remain outstanding,  
28 the City will keep or cause to be kept true and accurate books of records and  
29 accounts showing full and true entries covering the collection and disposition of  
30 District special assessments (and any delinquencies in the collection thereof),  
31 covering deposits and disbursements in the SAD 228 Debt Service Fund and the

1 SAD 228 Reserve Fund and covering Tax Exempt Loan Agreement Payments and  
2 the prepayment of the Tax Exempt Loan Agreement. So long as any of the  
3 obligations of the City under the Taxable Loan Agreement remain outstanding, the  
4 City will keep or cause to be kept true and accurate books of records and accounts  
5 showing full and true entries covering the collection and disposition of District special  
6 assessments (and any delinquencies in the collection thereof), covering deposits  
7 and disbursements in the SAD 228 Debt Service Fund and the SAD 228 Reserve  
8 Fund and covering Taxable Loan Agreement Payments and the prepayment of the  
9 Taxable Loan Agreement.

10 The City shall permit an inspection and examination of all books and accounts  
11 at all reasonable times by any representative of the Lender. At least once a year, as  
12 part of its regular annual audit, the City will cause a statement to be made relating to  
13 such books and accounts by an Independent Accountant. A copy of the audit will be  
14 made available by the City without charge immediately after its completion to the  
15 Lender. The statement shall:

- 16 (A) be available for inspection in the office of the City Treasurer;
- 17 (B) reflect the financial condition of the District; and
- 18 (C) list all delinquencies existing at that time.

19 SECTION 22. INVESTMENTS. Money in any fund not immediately  
20 needed may be invested in Permitted Investments, but in no case shall money in  
21 any fund be commingled with money in any other fund. Obligations purchased as an  
22 investment shall be deemed at all times to be a part of the fund, and the interest  
23 accruing thereon and any profit realized from such investment shall be credited to  
24 such fund, and any loss resulting from such investment shall be charged to such  
25 fund. The City Treasurer shall present for redemption or sale on the prevailing  
26 market any Permitted Investment so purchased as an investment whenever it shall  
27 be necessary to provide money to meet any payment or transfer from such fund.  
28 The money, whether represented by cash or securities, in the funds shall be used  
29 only for the purposes permitted by this Debt Ordinance.

30 SECTION 23. TAX COMPLIANCE. The City covenants that it will use,  
31 and will restrict the use of the Tax Exempt Improvements and investment of the

1 proceeds of, the Tax Exempt Loan in such manner and to such extent as may be  
2 necessary so that (a) the Tax Exempt Loan Agreement will not (i) constitute a private  
3 activity bond, an arbitrage bond or hedge bond under Sections 141, 148 or 149 of  
4 the Code, or (ii) be treated other than as a “bond” to which Section 103(a) of the  
5 Code applies, and (b) the interest thereon will not be treated as a preference item  
6 under Section 57 of the Code.

7 The City further covenants (a) that it will take or cause to be taken such  
8 actions that may be required of it for the interest on the Tax Exempt Loan  
9 Agreement to be and to remain excluded from gross income for federal income tax  
10 purposes, (b) that it will not take or authorize to be taken any actions that would  
11 adversely affect that exclusion, and (c) that it, or persons acting for it, will, among  
12 other acts of compliance, (i) apply the Tax Exempt Loan to the governmental  
13 purposes of the borrowings, (ii) restrict the yield on investment property, (iii) make  
14 timely and adequate rebate payments or payments of alternative amounts in lieu of  
15 rebate to the federal government, (iv) maintain books and records and make  
16 calculations and reports, and (v) refrain from certain uses of those proceeds and, as  
17 applicable, of property financed with such proceeds, all in such manner to the extent  
18 necessary to assure such exclusion of that interest under the Code.

19 Authorized Officers are hereby authorized (a) to make or effect any election,  
20 selection, designation, choice, consent, approval, or waiver on behalf of the City with  
21 respect to the Tax Exempt Loan Agreement as the City is permitted or required to  
22 make or give under the federal income tax laws, including, without limitation thereto,  
23 any of the elections provided for in Section 148(f)(4)(C) of the Code or available  
24 under Section 148 of the Code, for the purpose of assuring, enhancing or protecting  
25 favorable tax treatment or status of the Tax Exempt Loan Agreement or interest  
26 thereon or assisting in the compliance with requirements for that purpose, reducing  
27 the burden or expense of such compliance, reducing the rebate amount or payments  
28 of penalties, or making payments of special amounts in lieu of making computations  
29 to determine, or paying, excess earnings as rebate, or obviating those amounts or  
30 payments, as determined by that officer, which action shall be in writing and signed  
31 by the officer, (b) to take any and all other actions, make or obtain calculations,

1 make payments, and make or give reports, covenants and certifications of and on  
2 behalf of the City, as may be appropriate to assure the exclusion of interest from  
3 gross income and the intended tax status of the Tax Exempt Loan Agreement, and  
4 (c) to give one or more appropriate certificates of the City, for inclusion in the  
5 transcripts of the proceedings for the Tax Exempt Loan Agreement, setting forth the  
6 reasonable expectations of the City regarding the amount and use of the Tax  
7 Exempt Loan, the facts, circumstances and estimates on which they are based, and  
8 other facts and circumstances relevant to the tax treatment of the interest on and the  
9 tax status of the Tax Exempt Loan Agreement.

10 The provisions of this Section shall not apply to the Tax Exempt Loan  
11 Agreement, if at any time and to the extent that the City receives an opinion of Bond  
12 Counsel that the failure to comply will not adversely affect the exclusion from gross  
13 income of interest on the Tax Exempt Loan Agreement for federal income tax  
14 purposes under Section 103(a) of the Code.

15 SECTION 24. AMENDMENTS. This Debt Ordinance may only be  
16 amended or supplemented by ordinance or resolution adopted by the Council in  
17 accordance with the laws of the State, without receipt by the City of any additional  
18 consideration but only with the written consent of the Lender.

19 SECTION 25. REPEALER. All ordinances or resolutions, or parts  
20 thereof in conflict with the provisions of this Debt Ordinance, are hereby repealed to  
21 the extent only of such inconsistency. This repealer shall not be construed to revive  
22 any ordinance or resolution, or part thereof, heretofore repealed and this Debt  
23 Ordinance shall be irrevocable until each of the Loan Agreements and the interest  
24 thereon shall be fully and indefeasibly paid and discharged, as provided therein and  
25 in this Debt Ordinance.

26 SECTION 26. SEVERABILITY. If any section, paragraph, clause or  
27 provision of this Debt Ordinance shall for any reason be held to be invalid or  
28 unenforceable, the invalidity or unenforceability of such section, paragraph, clause  
29 or provision shall in no manner affect any remaining provisions of this Debt  
30 Ordinance.

31 SECTION 27. EFFECTIVE DATE. This Debt Ordinance upon its final

1 passage, shall be recorded in the book of ordinances in the City kept for that  
2 purpose, authenticated by the signatures of the Mayor and attested by the City  
3 Clerk, shall be published one time by title and a general summary in a newspaper  
4 which maintains an office in the City and which is of general circulation in the City,  
5 and this Debt Ordinance shall be in full force and effect after such publication.

6 SECTION 28. SUMMARY FOR PUBLICATION. The form of this Debt  
7 Ordinance for the purpose of publication shall be substantially as set forth in this  
8 Section, and the Council hereby declares that the publication prescribed shall be  
9 conclusive of the sufficiency of such form:

10 **(Form of Ordinance for Publication)**

11 NOTICE OF ADOPTION OF ORDINANCE

12 The City Council of the City of Albuquerque, New Mexico, hereby gives notice  
13 of the adoption of its Ordinance Twentieth Council Bill No. \_\_\_, adopted on  
14 September 17, 2012. Complete copies of the Ordinance are available for public  
15 inspection during the normal and regular business hours of the City Clerk, City of  
16 Albuquerque/Bernalillo County Government Center, One Civic Plaza, NW,  
17 Albuquerque, New Mexico.

18 The title of the Ordinance is:

19 ORDINANCE

20 **RELATING TO CITY OF ALBUQUERQUE, NEW MEXICO, SPECIAL**  
21 **ASSESSMENT DISTRICT NO. 228; PROVIDING FOR AND AUTHORIZING**  
22 **THE CITY TO ISSUE BONDS IN THE FORM OF THE SPECIAL**  
23 **ASSESSMENT DISTRICT NO. 228 LOAN AGREEMENTS IN AN**  
24 **AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$27,098,175 AND TO**  
25 **ENTER INTO THE LOAN AGREEMENTS WITH THE LENDER TO FINANCE**  
26 **CERTAIN STREET, WATER, SANITARY SEWER, STORM DRAINAGE AND**  
27 **PRIVATE UTILITY IMPROVEMENTS WITHIN THE DISTRICT, PAYABLE**  
28 **FROM DISTRICT SPECIAL ASSESSMENTS; PROVIDING FOR THE**  
29 **COLLECTION OF DISTRICT SPECIAL ASSESSMENTS; APPROVING THE**  
30 **FORMS, TERMS AND CONDITIONS OF THE LOAN AGREEMENTS;**  
31 **RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN; AND REPEALING**

**1 ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.**

**2** A general summary of the Ordinance is as follows:

**3** The preambles generally recite matters such as: the City Council has  
**4** provided for certain improvements (the "Improvements") in the City under the  
**5** designation of "Albuquerque, New Mexico Special Assessment District No. 228" (the  
**6** "District") and has levied special assessments against the lots, tracts and parcels of  
**7** property in the District specially benefited by the Improvements; the City has  
**8** determined that the total cost of constructing the Improvements is not more than  
**9** \$27,098,175, which cost is to be paid by the property specially benefited; the desire  
**10** of the City to issue its Special Assessment District No. 228 Loan Agreements (the  
**11** "Loan Agreements"); the Loan Agreements are to be with the Lender; and a claim of  
**12** lien for unpaid special assessments will be filed with the Bernalillo County Clerk on  
**13** or about October 22, 2012.

**14** Sections 1 through 5 define terms used in the Ordinance; ratify action taken  
**15** by the City in connection with the District, the Improvements and the levy of special  
**16** assessments; authorize the City to collect and disburse the special assessments;  
**17** provide details relating to the approval and execution of the Loan Agreements;  
**18** authorize the City officers to take all necessary action to give effect to the  
**19** Ordinance; require all special assessment installment payments to be paid into the  
**20** Debt Service Fund and Reserve Fund which are pledged to the payment, or  
**21** reimbursement for payment, of the Loan Agreements and certain other obligations.

**22** Sections 6 through 8 provide for the deposit and distribution of Pledged  
**23** Revenues; provide for a lien on Pledged Revenues; provide for transfers from the  
**24** Debt Service Fund for prepayment.

**25** Sections 9 through 11 provide that the funds created by the Ordinance  
**26** constitute trust funds; provide for the foreclosure, lease or sale of lots or parcels of  
**27** property after delinquencies in the payment of special assessments relating to those  
**28** lots and parcels and the disposition of the proceeds of foreclosure, lease or sale for  
**29** the payment of Loan Agreements and related obligations.

**30** Sections 12 through 16 authorize the execution of the Tax Exempt Loan  
**31** Agreement in a principal amount not to exceed \$24,420,291 and the execution of the

1 Taxable Loan Agreement in a principal amount not to exceed \$2,677,884 set forth  
2 certain details of the Loan Agreements and the payment of the Loan Agreements;  
3 establish the principal amount of the Tax Exempt Loan Agreement and the final  
4 interest rate on the Tax Exempt Loan Agreement; establish the principal amount of  
5 the Taxable Loan Agreement and the final interest rate on the Taxable Loan  
6 Agreement; authorize City Officers to reduce the principal amounts of the Loan  
7 Agreements to account for payments received on the Assessments on and before  
8 October 5, 2012 provide details relating to the manner of payment of the Loan  
9 Agreements; state that the Loan Agreements are subject to prior prepayment; and  
10 set out other details concerning prior prepayment and defeasance.

11 Sections 17 and 18 provide that the Loan Agreements are special limited  
12 obligations and not general obligations of the City.

13 Sections 19 through 23 provide for delivery of the Loan Agreements to the  
14 Lender; provide for use of proceeds of the Loan Agreements; require the City to  
15 maintain books and accounts concerning the Loan Agreements and special  
16 assessments; provide for the investment of funds; and contain tax covenants.

17 Sections 24 through 28 provide details relating to notices; provide for  
18 amendments of the Ordinance; provide that the Ordinance is irrevocable until both  
19 of the Loan Agreements and related obligations are paid; contain a severability  
20 clause; and provide a summary of the Ordinance for publication.

21 COMPLETE COPIES OF THE ORDINANCE ARE ON FILE IN THE OFFICE  
22 OF THE CITY CLERK, CITY OF ALBUQUERQUE/BERNALILLO COUNTY  
23 GOVERNMENT CENTER, ONE CIVIC PLAZA, NW, ALBUQUERQUE,  
24 NEW MEXICO, FOR INSPECTION DURING REGULAR OFFICE HOURS. THIS  
25 NOTICE ALSO CONSTITUTES COMPLIANCE WITH SECTION 6-14-6 NMSA  
26 1978.

27 WITNESS my hand and the seal of the City of Albuquerque, New Mexico,  
28 this 17<sup>th</sup> day of September, 2012.

29 (SEAL)

\_\_\_\_\_  
CITY CLERK

30

31

(End of Form of Ordinance for Publication)