

CITY of ALBUQUERQUE
TWENTY SEVENTH COUNCIL

COUNCIL BILL NO. 0-26-17

ENACTMENT NO. _____

SPONSORED BY: Nichole Rogers, by request

ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY”) AND THE CITY OF ALBUQUERQUE (THE “BORROWER/GRANTEE”), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR A WATER STORAGE, CONVEYANCE AND DELIVERY PROJECT FOR PUERTO DEL SOL GOLF COURSE IN THE TOTAL AMOUNT OF THREE MILLION DOLLARS (\$3,000,000), INCLUDING A LOAN IN THE AMOUNT OF THREE HUNDRED THOUSAND DOLLARS (\$300,000); SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE REVENUES OF THE TAX DISTRIBUTIONS RECEIVED BY THE GOVERNMENTAL UNIT PURSUANT TO NMSA 1978, § 7-1-6.1, NMSA 1978, § 7-1-6.4, NMSA 1978, § 7-1-6.15, AND NMSA 1978, § 7-9-4, AS AMENDED; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, ARE SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT 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/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Ordinance unless the context requires otherwise.

1 WHEREAS, the Borrower/Grantee is a legally and regularly created,
2 established, duly organized and existing municipal corporation under and
3 pursuant to the laws of the State and more specifically, Article 10 Section 6 of the
4 New Mexico Constitution, Municipal Home Rule, and the Municipal Code, NMSA
5 1978, §§ 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water
6 Project Finance Act, and is qualified for financial assistance as determined by the
7 Finance Authority and approved by the Water Trust Board pursuant to the Board
8 Rules, the Policies and the Act; and

9 WHEREAS, pursuant to the Board Rules, the Water Trust Board has
10 recommended the Project for funding as a Qualifying Project to the Legislature;
11 and

12 WHEREAS, 2022 N.M. Laws Ch. 14 being Senate Bill 17, of the 2022 Regular
13 New Mexico Legislative Session, authorized the funding of the Project from the
14 Water Project Fund; and

15 WHEREAS, the Water Trust Board has recommended that the Finance
16 Authority enter into and administer the Loan/Grant Agreement in order to finance
17 the Project; and

18 WHEREAS, the Finance Authority approved on May 22, 2025 that the
19 Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

20 WHEREAS, the Governing Body has determined and hereby determines
21 that the Project may be financed with amounts granted and loaned pursuant to
22 the Loan/Grant Agreement, that the Loan/Grant Amount, together with the
23 Additional Funding Amounts and other moneys available to the
24 Borrower/Grantee, are sufficient to complete the Project, and that it is in the best
25 interest of the Borrower/Grantee and the constituent public it serves that the
26 Loan/Grant Agreement be executed and delivered and that the funding of the
27 Project take place by executing and delivering the Loan/Grant Agreement; and

28 WHEREAS, the Governing Body has determined that it may lawfully enter
29 into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to
30 the obligations and by the restrictions thereunder; and

1 WHEREAS, the Governing Body has determined that it may lawfully pledge
2 the Pledged Revenues for the payment of amounts due and enter into the
3 Loan/Grant Agreement; and

4 WHEREAS, pursuant to NMSA 1978, §7-9-4, as amended, the State collects
5 gross receipts taxes from business locations within the Governmental Unit, and
6 pursuant to NMSA 1978, § 7-1-6.1, NMSA 1978, § 7-1-6.4, and NMSA 1978, § 7-1-
7 6.15, the State distributes each month to the Governmental Unit an amount equal
8 to the product of the quotient of one and two hundred twenty-five thousandths
9 percent (1.225%) divided by the gross receipts tax rate imposed by NMSA 1978, §
10 7-9-4 multiplied by the net receipts, from business locations within the
11 Borrower/Grantee, subject to certain exceptions, which provides for the Pledged
12 Revenues; and

13 WHEREAS, the Loan/Grant Agreement shall not constitute a general
14 obligation of the Borrower/Grantee, the Water Trust Board or the Finance
15 Authority or a debt or pledge of the full faith and credit of the Borrower/Grantee,
16 the Water Trust Board, the Finance Authority or the State; and

17 WHEREAS, there have been presented to the Governing Body and there
18 presently are on file with the City Clerk this Ordinance and the form of the
19 Loan/Grant Agreement which is incorporated by reference and considered to be a
20 part hereof; and

21 WHEREAS, the Governing Body hereby determines that the Additional
22 Funding Amount is now available to the Borrower/Grantee to complete the
23 Project; and

24 WHEREAS, the Borrower/Grantee has met or will meet prior to the first
25 disbursement of any portion of the Loan/Grant Amount, the Conditions and
26 readiness to proceed requirements established for the portion of the Loan/Grant
27 Amount disbursed or caused to be disbursed by the Finance Authority, including
28 but not limited to the requirements of Executive Order 2013-006; and

29 WHEREAS, all required authorizations, consents and approvals in
30 connection with (i) the use of the Loan/Grant Amount for the purpose described,
31 and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the

1 availability of other moneys necessary and sufficient, together with the
2 Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution
3 and delivery of the Loan/Grant Agreement which are required to have been
4 obtained by the date of this Ordinance, have been obtained or are reasonably
5 expected to be obtained.

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

8 Section 1. Definitions. As used in this Ordinance, the following terms shall,
9 for all purposes, have the meanings herein specified, unless the context clearly
10 requires otherwise (such meanings to be equally applicable to both the singular
11 and the plural forms of the terms defined); and, any term not defined herein shall
12 have the definition given it by the Loan/Grant Agreement:

13 “ACH Authorization” means the authorization for direct payment to the
14 Finance Authority by ACH made by the Borrower/Grantee on the form required by
15 the bank or other entity at which the account is held, from which the Pledged
16 Revenues will be paid.

17 “Act” means the general laws of the State, particularly the Water Project
18 Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the
19 Governing Body relating to the Loan/Grant Agreement, including this Ordinance,
20 all as amended and supplemented.

21 “Additional Funding Amounts” means the amounts, stated in the Loan
22 Agreement to be provided by the Borrower/Grantee which include the total value
23 of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies)
24 which, in combination with the Loan/Grant Amount and other moneys available to
25 the Borrower/Grantee, are sufficient to complete the Project and to provide
26 matching funds required to complete the Project.

27 “Administrative Fee” or “Administrative Fee Component” means an
28 amount equal to one-quarter of one percent (0.25%) per annum of the unpaid
29 principal balance of the Loan Amount, taking into account both payments made
30 by the Borrower/Grantee and hardship waivers of payments granted to the
31 Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

1 **“Authorized Officers” means any one or more of the Mayor, Chief**
2 **Administrative Officer, Chief Financial Advisor, Director of Department of Finance**
3 **and Administrative Services, Treasurer and City Clerk of the Borrower/Grantee.**

4 **“Board Rules” means Review and Eligibility of Proposed Water Projects,**
5 **New Mexico Water Trust Board, 19.25.10 NMAC.**

6 **“Borrower/Grantee” means the City of Albuquerque in Bernalillo County,**
7 **New Mexico.**

8 **“Closing Date” means the date of execution and delivery of the Loan/Grant**
9 **Agreement by the Borrower/Grantee and the Finance Authority.**

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

12 **“Conditions” has the meaning given to that term in the Loan/Grant**
13 **Agreement.**

14 **“Eligible Fiscal Agent Fees” has the meaning given to that term in the**
15 **Loan/Grant Agreement.**

16 **“Eligible Items” means eligible Project costs for which grants and loans**
17 **may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the**
18 **Board Rules and applicable Policies, and includes, without limitation, Eligible**
19 **Legal Costs and Eligible Fiscal Agent Fees.**

20 **“Eligible Legal Costs” has the meaning given to that term in the Loan/Grant**
21 **Agreement.**

22 **“Finance Authority” means the New Mexico Finance Authority.**

23 **“Generally Accepted Accounting Principles” means the officially**
24 **established accounting principles applicable to the Borrower/Grantee consisting**
25 **of the statements, determinations and other official pronouncements of the**
26 **Government Accounting Standards Board, Financial Accounting Standards**
27 **Board, Federal Accounting Standards Board or other principle-setting body**
28 **acceptable to the Lender/Grantor establishing accounting principles applicable to**
29 **the Borrower/Grantee.**

30 **“Governing Body” means the duly organized City Council of the**
31 **Borrower/Grantee, or any successor governing body of the Borrower/Grantee.**

1 **“Grant” or “Grant Amount” means the amount provided to the**
2 **Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the**
3 **purpose of funding the Project.**

4 **“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter”**
5 **refer to this entire Ordinance and not solely to the particular section or paragraph**
6 **of this Ordinance in which such word is used.**

7 **“Loan” or “Loan Amount” means the amount provided to the**
8 **Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the**
9 **purpose of funding the Project.**

10 **“Loan/Grant” or “Loan/Grant Amount” means the amount partially**
11 **provided to the Borrower/Grantee as the Grant Amount and partially borrowed by**
12 **the Borrower/Grantee as the Loan Amount pursuant to a Loan/Grant Agreement**
13 **for the purpose of funding the Project.**

14 **“Loan/Grant Agreement” means the Water Project Fund Loan/Grant**
15 **Agreement entered into by and between the Borrower/Grantee and the Finance**
16 **Authority as authorized by this Ordinance.**

17 **“NMAC” means the New Mexico Administrative Code.**

18 **“NMSA 1978” means the New Mexico Statutes Annotated, 1978**
19 **Compilation, as amended and supplemented from time to time.**

20 **“Ordinance” means this Ordinance as it may be supplemented or amended**
21 **from time to time.**

22 **“Pledged Revenues” means (i) the amounts of money derived from the**
23 **State gross receipts tax imposed by the State of New Mexico on all persons**
24 **engaging in business in New Mexico, levied pursuant to NMSA 1978, § 7-9-4,**
25 **which (a) are distributed monthly by the State Taxation and Revenue Department**
26 **of New Mexico to the Borrower/Grantee as authorized by NMSA 1978, § 7-1-6.1,**
27 **NMSA 1978, § 7-1-6.4 and NMSA 1978, § 7-1-6.15, and (b) which distributions are**
28 **to equal the product of (i) the quotient of 1.225% divided by the New Mexico gross**
29 **receipts tax rate imposed by NMSA 1978, § 7-9-4, and (ii) such taxes paid by**
30 **taxpayers, pursuant to such statutes, attributable to business locations within the**
31 **municipal boundaries of the Borrower/Grantee, for the month for which the**

1 distribution is made, subject to any increase or decrease made pursuant to NMSA
2 1978, § 7-1-6.15, and after any disbursements for tax audits, refunds, payments of
3 interest and administrative costs, pledged to the payment of the Loan Amount
4 and Administrative Fees pursuant to this Ordinance and the Loan/Grant
5 Agreement and described in the Term Sheet.

6 “Project” means the project described on the Term Sheet.

7 “Project Account” means the book account established by the Finance
8 Authority in the name of the Borrower/Grantee for purposes of tracking
9 expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the
10 costs of each Project, as shown in the Term Sheet for the Project, which account
11 shall be kept separate and apart from all other accounts of the Finance Authority.

12 “Qualifying Water Project” means a water project for (i) storage,
13 conveyance or delivery of water to end-users; (ii) implementation of the federal
14 Endangered Species Act of 1973 collaborative programs; (iii) restoration and
15 management of watersheds; (iv) flood prevention or (v) water conservation or
16 recycling, treatment or reuse of water as provided by law; and which has been
17 approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as
18 amended.

19 “State” means the State of New Mexico.

20 “Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement for
21 the Project.

22 “Useful Life” means the structural and material design life of the Project,
23 including planning and design features, which shall not be less than twenty (20)
24 years as required by the Act and the Board Rules.

25 “Water Project Fund” means the fund of the same name created pursuant
26 to the Act and held and administered by the Finance Authority.

27 “Water Trust Board” or “WTB” means the water trust board created and
28 established pursuant to the Act.

29 Section 2. Ratification. All action heretofore taken (not inconsistent with
30 the provisions of this Ordinance) by the Borrower/Grantee and officers of the
31 Borrower/Grantee directed toward the acquisition and completion of the Project,

1 the pledge of the Pledged Revenues to payment of amounts due under the
2 Loan/Grant Agreement, and the execution and delivery of the Loan/Grant
3 Agreement shall be, and the same hereby is, ratified, approved and confirmed.

4 Section 3. Authorization of the Project and the Loan/Grant Agreement. The
5 acquisition and completion of the Project and the method of funding the Project
6 through execution and delivery of the Loan/Grant Agreement and the other
7 documents related to the transaction are hereby authorized and ordered. The
8 Project is for the benefit and use of the Borrower/Grantee and the public whom it
9 serves.

10 Section 4. Findings. The Governing Body hereby declares that it has
11 considered all relevant information and data and hereby makes the following
12 findings:

13 A. The Project is needed to meet the needs of the
14 Borrower/Grantee and the public whom it serves.

15 B. Moneys available and on hand for the Project from all sources
16 other than the Loan/Grant are not sufficient to defray the cost of acquiring and
17 completing the Project but, together with the Loan/Grant Amount, are sufficient to
18 complete the Project.

19 C. The Project and the execution and delivery of the Loan/Grant
20 Agreement pursuant to the Act to provide funds for the financing of the Project
21 are necessary, convenient and in furtherance of the governmental purposes of
22 the Borrower/Grantee, and in the interest of the public health, safety, and welfare
23 of the constituent public served by the Borrower/Grantee.

24 D. The Borrower/Grantee will acquire and complete the Project
25 with the proceeds of the Loan/Grant, the Additional Funding Amounts and other
26 amounts available to the Borrower/Grantee, and except as otherwise expressly
27 provided by the Loan/Grant Agreement, will utilize, operate and maintain the
28 Project for the duration of their Useful Life, which are not less than twenty (20)
29 years, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

30 E. Together with the Loan/Grant Amount, and other amounts
31 available to the Borrower/Grantee, the Additional Funding Amounts are now

1 available to the Borrower/Grantee, and in combination with the Loan/Grant
2 Amount, will be sufficient to complete the Project.

3 F. The Finance Authority shall maintain on behalf of the
4 Borrower/Grantee a separate Project Account for the Project as a book account
5 only on behalf of the Borrower/Grantee and financial records in accordance with
6 Generally Accepted Accounting Principles during the construction or
7 implementation of the Project.

8 G. The Borrower/Grantee has acquired title to or easements or
9 rights of way on the real property upon which the Project is being constructed or
10 located as provided in the Loan/Grant Agreement.

11 Section 5. Loan/Grant Agreement—Authorization and Detail.

12 A. Authorization. This Ordinance has been adopted by the
13 affirmative vote of at least three-fourths of all of the members of the Governing
14 Body. For the purpose of protecting the public health, conserving the property,
15 and protecting the general welfare and prosperity of the constituent public served
16 by the Borrower/Grantee and acquiring and completing the Project, it is hereby
17 declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant
18 Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount
19 of Two Million Seven Hundred Thousand Dollars (\$2,700,000), and a Loan Amount
20 of Three Hundred Thousand Dollars (\$300,000), to be utilized solely for Eligible
21 Items necessary to complete the Project, and solely in the manner and according
22 to the restrictions set forth in the Loan/Grant Agreement, the execution and
23 delivery of which is hereby authorized. The Borrower/Grantee shall use the
24 Loan/Grant Amount to finance the acquisition and completion of the Project.

25 B. Detail. The Loan/Grant Agreement shall be in substantially the
26 form of the Loan/Grant Agreement presented at the meeting of the Governing
27 Body at which this Ordinance was adopted. The Grant Amount and Loan Amount
28 shall be those set forth in Section 5(A) of this Ordinance. Interest on the Loan
29 Amount shall be zero percent (0%) per annum of the unpaid principal balance of
30 the Loan Amount, and the Administrative Fee shall be one-quarter of one percent
31 (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking

1 into account both payments made by the Borrower/Grantee and hardship waivers
2 of payments granted to the Borrower/Grantee.

3 Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant
4 Agreement as presented at the meeting of the Governing Body at which this
5 Ordinance was adopted, is hereby approved. Authorized Officers are hereby
6 individually authorized to execute, acknowledge and deliver the Loan/Grant
7 Agreement with such changes, insertions and omissions as may be approved by
8 such individual Authorized Officers, and the City Clerk is hereby authorized to
9 attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement
10 shall be conclusive evidence of such approval.

11 Section 7. Security. The Loan Amount and Administrative Fees shall be
12 solely secured by the pledge of the Pledged Revenues herein made and as set
13 forth in the Loan/Grant Agreement.

14 Section 8. Disposition of Proceeds: Completion of the Project.

15 A. Project Account. The Borrower/Grantee hereby consents to
16 creation of the Project Account by the Finance Authority for the Project. Until the
17 Completion Date, the amount of the Loan/Grant credited to the Project Account
18 shall be used and paid out solely for Eligible Items necessary to acquire and
19 complete the Project in compliance with applicable law and the provisions of the
20 Loan/Grant Agreement.

21 B. Completion of the Project. The Borrower/Grantee shall
22 proceed to complete the Project with all due diligence. Upon the Completion
23 Date, the Borrower/Grantee shall execute a certificate stating that completion of
24 and payment for each Project has been completed. Following the Completion
25 Date or the earlier expiration of the time allowed for disbursement of Loan/Grant
26 funds as provided in the Loan/Grant Agreement, any balance remaining in the
27 Project Account for the Project shall be transferred and deposited into the Water
28 Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

29 C. Finance Authority Not Responsible. Borrower/Grantee shall
30 apply the funds derived from the Loan/Grant Agreement as provided therein, and
31 in particular Article VII of the Loan/Grant Agreement. The Finance Authority shall

1 not in any manner be responsible for the application or disposal by the
2 Borrower/Grantee or by its officers of the funds derived from the Loan/Grant
3 Agreement or of any other funds held by or made available to the
4 Borrower/Grantee in connection with the Project. The Finance Authority shall not
5 be liable for the refusal or failure of any other agency of the State to transfer any
6 portion of the Loan/Grant Amount in its possession, custody and control to the
7 Finance Authority for disbursement to the Borrower/Grantee, or to honor any
8 request for such transfer or disbursement of the Loan/Grant Amount.

9 Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to
10 the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and
11 Administrative Fees directly from the Pledged Revenues to the Finance Authority
12 as provided in the Loan/Grant Agreement in an amount sufficient to pay principal
13 and other amounts due under the Loan/Grant Agreement and to cure any
14 deficiencies in the payment of the Loan Amount or other amounts due under the
15 Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of
16 an ACH authorization agreement for the purpose of making regular electronic
17 payments of the Loan Amount and Administrative Fees.

18 Section 10. Subordinate Lien on Pledged Revenues. Pursuant to the
19 Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable
20 subordinate lien (but not an exclusive subordinate lien) upon the Pledged
21 Revenues to the extent of the Loan Amount and the Administrative Fees, the
22 priority of which is consistent with that shown on the Term Sheet.

23 Section 11. Authorized Officers. Authorized Officers are hereby individually
24 authorized and directed to execute and deliver any and all papers, instruments,
25 opinions, affidavits and other documents and to do and cause to be done any and
26 all acts and things necessary or proper for carrying out this Ordinance, the
27 Loan/Grant Agreement and all other transactions contemplated hereby and
28 thereby. Authorized Officers are hereby individually authorized to do all acts and
29 things required of them by this Ordinance and the Loan/Grant Agreement for the
30 full, punctual and complete performance of all the terms, covenants and
31 agreements contained in this Ordinance and the Loan/Grant Agreement including

1 but not limited to, the execution and delivery of closing documents in connection
2 with the execution and delivery of the Loan/Grant Agreement.

3 Section 12. Amendment of Ordinance. This Ordinance after its adoption
4 may be amended without receipt by the Borrower/Grantee of any additional
5 consideration, but only with the prior written consent of the Finance Authority.

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

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

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

19 Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be
20 recorded in the book of the Borrower/Grantee kept for that purpose,
21 authenticated by the signatures of the Mayor and City Clerk of the
22 Borrower/Grantee, and this Ordinance shall be in full force and effect thereafter,
23 in accordance with law; provided, however, that if recording is not required for
24 the effectiveness of this Ordinance, this Ordinance shall be effective upon
25 adoption of this Ordinance by the Governing Body.

26 Section 17. General Summary for Publication. Pursuant to the general laws
27 of the State, the title and a general summary of the subject matter contained in
28 this Ordinance shall be published in substantially the following form:

29
30 *[Form of Notice of Adoption of Ordinance for Publication]*
31

1 CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO
2 NOTICE OF ADOPTION OF ORDINANCE

3
4 Notice is hereby given of the title and of a general summary of the subject
5 matter contained in Ordinance No. O-26-17, duly adopted and approved by the
6 City Council of City of Albuquerque on February 18, 2026. A complete copy of the
7 Ordinance is available for public inspection during normal and regular business
8 hours in the office of the City Clerk, at Plaza del Sol, 600 2nd NW, 7th floor,
9 Albuquerque, New Mexico 87102.

10 The title of the Ordinance is:

11 ORDINANCE

12 AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER
13 PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN
14 THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY”)
15 AND THE CITY OF ALBUQUERQUE (THE “BORROWER/GRANTEE”),
16 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO
17 UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR A WATER
18 STORAGE, CONVEYANCE AND DELIVERY PROJECT FOR PUERTO
19 DEL SOL GOLF COURSE IN THE TOTAL AMOUNT OF THREE
20 MILLION DOLLARS (\$3,000,000), INCLUDING A LOAN IN THE
21 AMOUNT OF THREE HUNDRED THOUSAND DOLLARS (\$300,000);
22 SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT
23 AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF
24 THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM
25 THE REVENUES OF THE TAX DISTRIBUTIONS RECEIVED BY THE
26 GOVERNMENTAL UNIT PURSUANT TO NMSA 1978, § 7-1-6.1, NMSA
27 1978, § 7-1-6.4, NMSA 1978, § 7-1-6.15, AND NMSA 1978, § 7-9-4, AS
28 AMENDED; CERTIFYING THAT THE LOAN/GRANT AMOUNT,
29 TOGETHER WITH OTHER FUNDS AVAILABLE TO THE
30 BORROWER/GRANTEE, ARE SUFFICIENT TO COMPLETE THE
31 PROJECT; APPROVING THE FORM OF AND OTHER DETAILS

1 CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING
2 ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION
3 INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE
4 TAKING OF OTHER ACTIONS IN CONNECTION WITH THE
5 EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

6 A general summary of the subject matter of the Ordinance is contained in
7 its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as
8 amended.

9 *[End of Form of Notice of Adoption for Publication]*
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CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

February 26, 2026

TO: Klarissa J. Peña, President, City Council

FROM: Timothy M. Keller, Mayor



SUBJECT: Bond Ordinance – Authorizing loan/grant agreement between the City of Albuquerque and the New Mexico Finance Authority.

The attached bond ordinance authorizes a loan/grant agreement between the City of Albuquerque and the New Mexico Finance Authority.

The loan/grant agreement will provide funding for the water storage, conveyance and delivery project at the Puerto del Sol Golf Course.

The loans will have a 20-year term at a net effective interest rate of .25% (0% interest with an administrative fee of .25%) with no penalty of early pay off.

The debt service on the loan will be paid from gross receipts tax.

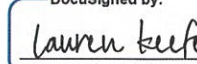
The attached proposed ordinance is hereby forwarded to the Council for its consideration and action.

Bond Ordinance – Authorizing loan/grant agreement between the City of Albuquerque and the New Mexico Finance Authority.

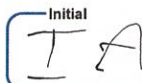
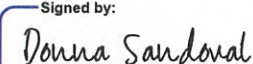
Approved:

Approved as to Legal Form:

 3/9/26
Samantha Sengel, EdD Date
Chief Administrative Officer

DocuSigned by:
 3/9/2026 | 11:11 AM MDT
City Attorney Date

Recommended:

Initial
 Signed by:
 3/9/2026 | 9:07 AM MDT
Donna Sandoval, Date
Director, Department of Finance

Cover Analysis

1. What is it?

The attached is a bond ordinance authorizes a loan/grant agreement between the City of Albuquerque and the New Mexico Finance Authority (NMFA).

2. What will this piece of legislation do?

The bond ordinance authorizes a loan/grant agreement between the City of Albuquerque and the New Mexico Finance Authority.

3. Why is this project needed?

The loan/grant agreement will provide funding for the water storage, conveyance and delivery project at the Puerto del Sol Golf Course.

4. How much will it cost and what is the funding source?

The maximum cost will be approximately \$300,000.

5. Is there a revenue source associated with this contract? If so, what level of income is projected?

The revenue source utilized to pay off the bonds will be the gross receipts tax revenue.

6. What will happen if the project is not approved?

Much needed improvements to the water irrigation system will not be made. This could cause higher costs and environmental impacts in the long run.

7. Is this service already provided by another entity?

No. This is a city managed facility. We are ultimately responsible for the upkeep and maintenance.

FISCAL IMPACT ANALYSIS

TITLE: AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN/GRANT AGREEMENT BY AND BETWEEN THE CITY OF ALBUQUERQUE AND THE NEW MEXICO FINANCE AUTHORITY IN THE AMOUNT OF \$300,000

R: O: xxxx

FUND: 405

DEPT: Various

☐ No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.

☒ (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

		2026	Fiscal Years 2027	2028	Total
Base Salary/Wages					-
Fringe Benefits at	35.54%	-	-	-	-
Subtotal Personnel		-	-	-	-
Operating Expenses					-
Debt Service		\$ -	\$ 1,633	\$ 15,442	\$ 17,075
Property		-	-	-	-
Indirect Costs	2.50%	-	-	-	-
Total Expenses		\$ -	\$ 1,633	\$ 15,442	\$ 17,075
☐ Estimated revenues not affected					
☒ Estimated revenue impact					
Revenue from Fund 405		\$ -			
Amount of Grant					
City Cash Match					
City In-kind Match					
City IDOH		-	-	-	-
Total Revenue		\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

COMMENTS: There will be a fiscal impact in FY 2027 & FY 2028. The loans will have a 20-year term at a net effective interest rate of .25% (0% interest with an administrative fee of .25%) with no penalty of early pay off. FY27 is interest only, FY28 is principal and interest.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:

Signed by: Kenneth Scott 3/9/2026 | 9:05 AM MDT
FISCAL ANALYST

APPROVED:

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