

CITY OF AZTEC, NEW MEXICO

ORDINANCE NO. 2014-441

AUTHORIZING THE CITY OF AZTEC, NEW MEXICO (CITY) TO ENTER INTO **AN AMENDED** LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT FOR THE PURPOSE OF OBTAINING ADDITIONAL WASTEWATER CONSTRUCTION LOAN FUNDS IN THE PRINCIPAL AMOUNT OF **\$1,450,436.00, FOR A TOTAL LOAN AMOUNT NOT TO EXCEED \$5,050,000** PLUS ACCRUED CONSTRUCTION INTEREST,; DESIGNATING THE USE OF THE LOAN FUNDS FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, MODIFYING AND OTHERWISE IMPROVING THE WASTEWATER FACILITIES OF THE CITY'S JOINT UTILITY SYSTEM; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE NET SYSTEM REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S JOINT UTILITY SYSTEM; PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY THEREFOR.

If not otherwise defined in these recitals, capitalized terms used herein shall have the meanings given them in Section 1 of this Ordinance.

WHEREAS, the City is a legally and regularly created public body, organized under the general laws of the State; and

WHEREAS, the City now owns, operates and maintains a joint public utility constituting a joint water, wastewater (i.e., sanitary sewer) and electric system (the "System"), which includes a system for disposing of wastes by surface and underground methods; and

WHEREAS, the present System is insufficient and inadequate to meet the needs of the City and its residents for the treatment and disposal of wastewater; and

WHEREAS, the Loan Agreement and Note will be payable solely from Net System Revenues; and

WHEREAS, the funds for this project will include funds from a one-time federal grant to the NMED from the Environmental Protection Agency; and

WHEREAS, the Project is subject to specific requirements of the federal grant; and

WHEREAS, the City has the following obligations to which Net System Revenues have already been pledged; and

WHEREAS, pursuant to City Ordinance No. 2008-353, duly adopted and approved on October 21, 2008, the City entered into a Loan Agreement, Loan No. CWSRF 009 with the New Mexico Environment Department ("NMED") dated February 3, 2010 ("2008 NMED Loan Agreement"); and

WHEREAS, pursuant to City Ordinance No. 2013-423, duly adopted and approved on June 10, 2013, the City entered into an Interim Loan Agreement, Loan No. CWSRF 021 with the New Mexico Environment Department ("NMED") dated June 24, 2013 ("2013 NMED Interim Loan Agreement"); and

WHEREAS, except as stated above and with respect to obligations relating to such bonds and other obligations, the Net System Revenues have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Net System Revenues on the date of this Ordinance; and

WHEREAS, the Commission has determined that it is necessary and in the best interest of the City to accept and enter into the Loan Agreement and to execute and to deliver the Note to the NMED (as defined herein).

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF AZTEC:

Section 1. DEFINITIONS. As used in this Ordinance, the following terms shall, for all purposes, have the meanings specified below, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined unless the plural form is separately defined);

2008 NMED Loan Agreement. The Loan Agreement with the NMED dated February 3, 2010.

2013 NMED Interim Loan Agreement. The Interim Loan Agreement with the NMED dated June 24, 2013.

ACT. The general laws of the State, including the Wastewater Facility Construction Loan Act at sections 74-6A-1 to 74-6A-15 NMSA 1978, as amended; enactments of the Council relating to the Note and the Loan Agreement made by resolution or ordinance, including this Ordinance; and the powers of the City as a public body under authority given by the Constitution and Statutes of the State.

ADMINISTRATIVE FEE. A fee assessed and collected by the NMED from the City on each loan and expressed as a percentage per year on the outstanding principal amount of the loan, payable by the City on the same date that principal and interest on the loan are due, for deposit in the Clean Water Administrative Fund;

ANNUAL AUDIT or SINGLE AUDIT. Financial statements of the City as of the end of each Fiscal Year, audited by an Independent Accountant, consistent with the federal Single Audit Act and the State Auditor's rules.

ANNUAL LOAN REPAYMENT ACCOUNT. An account established under this Ordinance and held by the City, funded from the Net System Revenues in the amount necessary for payment of the principal, interest and administrative fees due annually under the Loan Agreement and Note.

AUTHORIZED OFFICER. The City's Mayor, Manager, Finance Director, or other officer or employee of the City as designated by City Resolution Number 2013-915 approved by the governing body of the City, as amended.

CITY. The entity requesting funds pursuant to the Act.

COMMISSION. The governing body of the City.

DEBT SERVICE RESERVE ACCOUNT. The account established under this Ordinance and held by the City as required pursuant to the Note, funded from Net System Revenues in the amount of the Debt Service Reserve Requirement.

DEBT SERVICE RESERVE REQUIREMENT. An amount equal to one annual repayment of principal, interest and administrative fees due pursuant to the Note.

FISCAL YEAR. The twelve-month period commencing on the first day of July of each year and ending on the last day of June of the next succeeding year, or any other twelve-month period which the City or other appropriate authority hereafter may establish as the fiscal year for the System.

GROSS REVENUES. All income and revenues directly or indirectly derived by the City from the operation and use of the System.

HEREIN, HEREBY, HEREUNDER, HEREOF, HEREINBEFORE and HEREAFTER. Refer to this Ordinance generally and not solely to the particular portion of this Ordinance in which such word is used.

JOINT UTILITY O&M FUND. The fund established under this Ordinance for deposit of the Gross Revenues of the System.

JOINT UTILITY SYSTEM OR SYSTEM. The City's municipally owned public utility designated as the City's joint utility system, consisting of water, wastewater and electric facilities.

LOAN. The loan of funds from NMED made pursuant to the Loan Agreement.

LOAN AGREEMENT. One or more loan agreements in the form attached to the Ordinance as Exhibit A, and in the form of the amended loan agreement which shall amend Exhibit A to state the exact amount the NMED loaned to the City, and which shall be executed upon completion of the Project, to be dated on the date of execution thereof between the City and the NMED pursuant to which funds will be loaned to the City to construct the Project and pay eligible costs relating thereto, as amended from time to time.

LOAN SUBSIDY GRANT. A sub-grant of funds to the City from a one-time federal grant of funds to the NMED by EPA, for the purpose of subsidizing the amount loaned to the City under the Loan Agreement and Note.

NET SYSTEM REVENUES. Gross Revenues LESS the following expenses: (1) Operation and Maintenance expenses of the System, (2) Parity Bonds or Parity Obligations (3) approved indirect charges, (4) any amounts expended for capital replacements and repair of System, and (5) the required set asides for Debt Service Reserve Requirement and Replacement Reserve Requirement.

NMED. The New Mexico Environment Department, successor to the Environmental Improvement Division of the New Mexico Health and Environment Department and any assignee of the NMED pursuant to the Loan Agreement and Note, or its successor agency as provided by law.

NMSA. New Mexico Statutes Annotated, 1978 Compilation as amended and supplemented.

NOTE. The interim and final promissory notes in the forms attached to the Loan Agreement as Exhibit B, attached hereto issued by the City to the NMED, evidencing the indebtedness of the City to the NMED incurred pursuant to the Ordinance and Loan Agreement.

OPERATION AND MAINTENANCE. All reasonable and necessary current expenses of the System, paid or accrued, relating to operating, maintaining and repairing the System.

ORDINANCE. This Ordinance as amended or supplemented from time to time.

PARITY OBLIGATIONS. The Loan Agreement and Note, the 2008 NMED Loan Agreement, **2013 NMED Interim Loan Agreement** and other bonds or other obligations payable from Net System Revenues of the System issued with a lien on the Net System Revenues on parity with the lien thereon of the Loan Agreement and Note, hereafter issued with the prior written consent of the NMED.

PROJECT. Wastewater collection and treatment system upgrades approved by the NMED.

PROJECT COMPLETION DATE. The date that operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

REGULATIONS. Regulations promulgated by the Water Quality Control Commission Regulations at 20.7.5 NMAC and New Mexico Environment Department at 20.7.6 - 20.7.7 NMAC.

REPLACEMENT RESERVE ACCOUNT. The account established under this Ordinance and held by the City, to be funded from Net System Revenues in the amount of the Replacement Reserve Requirement.

REPLACEMENT RESERVE REQUIREMENT. An amount to be funded by the City in an annual deposit of one-sixth of 5% of the sum of the final principal amount loaned and the amount of the loan subsidy granted to the City from NMED.

STATE. The State of New Mexico.

Section 2. RATIFICATION. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Commission, the officers and employees of the City, directed toward the Loan Agreement and the Note, is hereby ratified, approved and confirmed.

Section 3. FINDINGS. The Commission hereby declares that it has considered all necessary and relevant information and data and hereby makes the following findings:

A. The execution and delivery of the Loan Agreement and the Note pursuant to the Act to provide funds to finance the Project, is necessary and in the interest of the public health, safety and welfare of the residents of the City and will result in savings of debt service costs to the City.

B. The City will acquire, improve and finance the Project.

C. The money available for the Project from all sources other than the Loan Agreement is not sufficient to pay when due the cost of the Project.

D. The Project is and will be part of the System, which is a publicly owned water, wastewater and electric system the purposes of which include the disposal and treatment of wastewater, either by surface or underground methods.

E. The Net System Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement and Note.

Section 4. JOINT UTILITY. The municipal water, wastewater and electric facilities shall continue to constitute a joint utility (i.e., the System) and shall be operated and maintained as such.

Section 5. AUTHORIZATION OF PROJECT. The acquisition and construction of the Project and payment of eligible items as set forth in the Regulations from proceeds of the Loan Agreement and Note are hereby authorized at a cost not to exceed the principal amount of **\$5,050,000.00** excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreement and Note.

Section 6. AUTHORIZATION OF LOAN AGREEMENT.

A. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the City and acquiring the Project, it is hereby declared necessary that the City, pursuant to the Act and the Regulations execute and deliver, and the City is hereby authorized to execute and deliver, the Loan Agreement and the Note as Parity Obligations to be payable and collectible solely from the Net System Revenues. The NMED has agreed to disburse the proceeds according to the terms of the Loan Agreement to the City over the construction period of the Project. The aggregate principal amount of the Note shall not exceed \$5,050,000.00 plus accrued construction interest without the adoption of another Ordinance amending the Ordinance by the Commission, and the annual interest rate and

administrative fees on that principal amount shall not exceed three (3%) percent per annum collectively. Interest and the Administrative Fee shall be computed as a percentage per year on the outstanding principal amount on the Loan on the basis of a 365 day year, actual number of days lapsed. The final maturity date on the Note shall not extend beyond 20 years from the Project Completion Date. The Loan shall be repaid in substantially equal annual installments of principal, interest and administrative fees on the dates provided in the Loan Agreement, with the first annual installment due within one year of the Project Completion Date, but no later than one year after the date of the warrant of final payment from the NMED. The City must obtain the written consent of the NMED before issuing additional obligations secured by Net System Revenues. The NMED has given its written consent allowing the City to issue and incur the obligation to be evidenced by the Loan Agreement and the Note.

B. The City is hereby authorized to accept a Loan Grant Subsidy under the terms of the Loan Agreement. The aggregate Loan Grant Subsidy amount shall not exceed \$350,000 without the adoption of another Ordinance amending the Ordinance by the Commission. By accepting a Loan Grant Subsidy, the City is a sub-recipient of a one-time federal grant of funds to NMED by EPA. As a sub-recipient, the City is responsible for complying with the specific requirements and the conditions of the one-time federal grant. If the City fails to satisfy any federal grant requirements or conditions, the City may be required to refund any federal grant funds disbursed to the City from NMED. Specific federal grant requirements include but are not limited to:

- (1) Federal Grant Reporting Requirements; and
- (2) Wage Rate Requirements

C. The form of the Loan Agreement and the Note are approved. An Authorized Officer is hereby authorized and directed to execute and deliver the Loan Agreement and the Note, and any extensions of or amendments to any such documents to be executed after completion of the Project, or any substitution therefore, substantially in the forms attached hereto as Exhibits A and B with such changes therein as are not inconsistent with this Ordinance and as shall be approved by an Authorized Officer whose execution thereof, or any extension thereof, or substitution therefore, in their final forms shall constitute conclusive evidence of their approval and compliance with this Section.

D. From and after the date of the initial execution and delivery of the Loan Agreement and the Note, Authorized Officers, agents and employees of the City are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Ordinance, the Loan Agreement and the Note.

Section 7. SPECIAL LIMITED OBLIGATIONS. The Loan Agreement and the Note and all payments of principal, interest and administrative fees thereon shall be special limited, and not general, obligations of the City and shall be payable and collectible solely from the Net System Revenues which are irrevocably pledged (but not exclusively pledged) as set forth in Section 5 and 6 of this Ordinance. The NMED may not look to any general or other municipal fund for the payment of the principal, interest or administrative fees on the Loan Agreement and the Note except the designated special funds pledged therefore. The Loan Agreement and the Note shall not constitute indebtedness or debts within the meaning of any constitutional or statutory provision or limitation, nor shall they be considered or be held to be general obligations of the City and shall recite that they are payable and collectible solely out of

the Net System Revenues, the income from which is so pledged, and that the NMED may not look to any general or other municipal fund for the payment of the principal, interest or the administrative fees on the Loan Agreement or the Note.

Section 8. OPERATION OF PROJECT. The City will operate and maintain the Project so that it will function properly over its structural and material design life, which is not less than 20 years.

Section 9. USE OF PROCEEDS. The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the City for the Project or to pay contractors or suppliers of materials for work performed on the Project as set forth in the Loan Agreement.

Section 10. JOINT UTILITY O&M FUND. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest or administrative fees, all Gross Revenues shall continue to be set aside and credited to the Joint Utility O&M Fund.

Section 11. DEBT SERVICE, REPLACEMENT RESERVE, AND ANNUAL LOAN REPAYMENT ACCOUNTS.

A. DEBT SERVICE RESERVE ACCOUNT. A Debt Service Reserve Account is established under this Ordinance, held by the City and funded from the Net System Revenues in the amount of the Debt Service Reserve Requirement. The City shall deposit no less than one-sixth of the amount of one annual repayment of principal, interest and the administrative fees from the Joint Utility O&M Fund into this account in each 12-month period beginning at final loan closing and continuing until the full amount of the Debt Service Reserve Requirement is on deposit in the Debt Service Reserve Account. In the event that funds from the Debt Service Reserve Account are used to service the Loan Agreement and the Note, the City shall replenish

the Debt Service Reserve Account as soon as possible by depositing funds in the manner described above until the full amount of the Debt Service Reserve Requirement is on deposit in the Debt Service Reserve Account. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee the City shall fund the Debt Service Reserve Account and identify this in the Annual Audit.

B. REPLACEMENT RESERVE ACCOUNT. A Replacement Reserve Account is established under this Ordinance, held by the City and funded from the Net System Revenues in the amount of the Replacement Reserve Requirement. The City shall deposit no less than one-sixth of 5% of the sum of the final principal amount loaned and the amount of the loan subsidy granted to the City from the Joint Utility O&M Fund into this account in each 12-month period beginning at final loan closing and continuing until the full amount of the Replacement Reserve Requirement is on deposit. The Replacement Reserve Account shall accumulate funds to pay for replacement of parts to ensure the Project is fully operational during the term of the Loan Agreement and Note. In the event that funds from the Replacement Reserve Account are used to pay for replacement of parts, the City shall replenish the Replacement Reserve Account as soon as possible by depositing funds in the manner described above until the full amount of the Replacement Reserve Requirement is on deposit in the Replacement Reserve Account. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee, the City shall fund the Replacement Reserve Account and identify this in the Annual Audit.

C. ANNUAL LOAN REPAYMENT ACCOUNT. An Annual Loan Repayment Account is established under this Ordinance, held by the City and funded from the Net System Revenues in the amount necessary for payment of the principal, interest and the administrative

fee due annually under the Loan Agreement and Note. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee, the City shall fund the Annual Loan Repayment Account and identify this in the Annual Audit.

Section 12. APPLICATION OF GROSS REVENUES.

A. **OPERATION AND MAINTENANCE.** The City shall pay for the operation and maintenance expenses of the System, approved indirect charges, and any amounts for capital replacement and repair of the System from the Joint Utility O&M Fund as incurred.

B. **PARITY OBLIGATIONS AND OTHER APPROVED DEBTS.** The City shall pay principal, interest and administrative fees of parity obligations and other approved debts which are secured from the Net System Revenues of the Joint Utility O&M Fund as scheduled.

C. **EQUITABLE AND RATABLE DISTRIBUTION.** Obligations of the city secured by Net System Revenues on a parity with the Loan Agreement and Note, from time to time outstanding, shall not be entitled to any priority one over the other in the application of the Net System Revenues, regardless of the time or times of their issuance or creation.

D. **DEBT SERVICE AND REPLACEMENT RESERVE ACCOUNTS.** The City shall deduct the required amounts for debt service reserve and replacement reserve accounts from the Joint Utility O&M Fund as required.

E. **SUBORDINATE OBLIGATIONS.** Net System Revenues used for the payment of Subordinate Obligations shall be applied first to the payment of the amounts due the Loan Agreement and the Note, including payments to be made to other obligations payable from Net System Revenues which have a lien on Net System Revenues on parity with the Loan Agreement and the Note.

Section 13. LIEN OF LOAN AGREEMENT AND NOTE. The Loan Agreement and the Note shall constitute irrevocable liens upon the Net System Revenues with priorities on the Net System Revenues as set forth in Section 12 of the Ordinance. The City hereby pledges and grants a security interest in the Net System Revenues for the payment of the Note and any other amounts owed by the City to the NMED pursuant to the Loan Agreement.

Section 14. OTHER OBLIGATIONS. Nothing in this Ordinance shall be construed to prevent the City from issuing bonds or other obligations payable from the Net System Revenues and having a lien thereon subordinate to the liens of the Loan Agreement and the Note. For all other obligations, the City shall first obtain the prior written consent of the NMED prior to issuing such other obligations.

Section 15. DEFAULT. The following shall constitute an event of default under the Agreement:

A. The failure by the City to pay the principal, interest and administrative fees on the repayment of the Loan set forth in the Loan Agreement and Note when due and payable either at maturity or otherwise; or

B. Default by the City in any of its covenants or conditions set forth under the Loan Agreement (other than a default described in the previous clause of this section) for 60 days after the NMED has given written notice to the City specifying such default and requiring the same to be remedied.

UPON OCCURRENCE OF DEFAULT:

A. The entire unpaid principal amount of the Final Promissory Note plus accrued interest and administrative fees thereon may be declared by the NMED to be immediately due and payable and the City shall pay the amounts due under Note from the Net System Revenues,

either immediately or in the manner required by the NMED in its declaration, but only to the extent Net System Revenues are available for payment of the Note(s). However, if insufficient funds are available for payment of the Note(s), the NMED may require the City to adjust the rates charged by the System to ensure repayment of the Note.

B. If default by the City is of covenants for conditions required under the federal grant, the City may be required to refund the amount of the Loan Subsidy Grant disbursed to the City from NMED.

C. The NMED shall have no further obligation to make payments to the City under the Loan Agreement.

Section 16. ENFORCEMENT; VENUE. The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the City cannot reach agreement regarding disputes as to the terms and conditions of the Loan Agreement, such disputes are to be resolved promptly and expeditiously in the district court of Santa Fe County. The City agrees that the district court for Santa Fe County shall have exclusive jurisdiction over the City and the subject matter of the Loan Agreement and waives the right to challenge such jurisdiction.

Section 17. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in the Loan Agreement (to the extent consistent with this Ordinance) or in Section 15 of this Ordinance, the NMED may proceed against the City to protect and enforce its rights under this Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in this Ordinance for the enforcement of any proper legal or equitable remedy as the NMED may deem

most effective to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of the NMED in this Ordinance or the Loan Agreement or to require the City to act as if it were the trustee of an express trust, or any combination of such remedies. Each right or privilege of the NMED shall be in addition and cumulative to any other right or privilege under this Ordinance or the Loan Agreement and Note and the exercise of any right or privilege by the NMED shall not be deemed a waiver of any other right or privilege.

Section 18. DUTIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in Section 15 of this Ordinance, the City, in addition, will do and perform all proper acts on behalf of and for the NMED to protect and preserve the security created for the payment of the Note to ensure the payment of the principal, interest and administrative fees on the Note promptly as the same become due. All proceeds derived from the System, so long as the Note is outstanding, shall be treated as revenues. If the City fails or refuses to proceed as required by this Section, the NMED, after demand in writing, may proceed to protect and enforce the rights of the NMED as provided in this Ordinance and the Loan Agreement.

Section 19. TERMINATION. When all obligations under the Note and Loan Agreement have been paid, the Loan Agreement and Note shall terminate and the pledge, lien, and all other obligations of the City under this Ordinance shall be discharged. The principal amount of the Note, or any part thereof, may be prepaid at any time without penalty at the discretion of the City and the prepayments of principal shall be applied as set forth in the Loan Agreement.

Section 20. AMENDMENT OF ORDINANCE. This Ordinance may be amended with the prior written consent of the NMED, which consent shall not be unreasonably refused.

Section 21. ORDINANCE IRREPEALABLE. After the Loan Agreement and the Note have been executed and delivered, this Ordinance shall be and remain irrevocable until the Note has been fully paid, terminated and discharged, as provided in this Ordinance.

Section 22. SEVERABILITY CLAUSE. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 23. REPEALER CLAUSE. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof heretofore repealed.

Section 25. EFFECTIVE DATE. Upon the due adoption of this Ordinance, it shall be recorded in the book of ordinances of the City kept for that purpose, authenticated by the signature of the Mayor and City Clerk, and the seal of the City impressed hereon, and the title and general summary of the subject matter contained in this Ordinance shall be published in a newspaper which maintains an office and is of general circulation in the City. This Ordinance shall be in full force and effect after its publication and adoption in accordance with law.

ADOPTED THIS ____ DAY OF _____, 2014

CITY OF AZTEC, NEW MEXICO

Mayor

ATTEST:

City Clerk

[SEAL]

STATE OF NEW MEXICO)

) ss.

COUNTY OF SAN JUAN)

I, Karla Saylor, City Clerk of the City of Aztec, New Mexico, do hereby certify:

1. The foregoing copy of Ordinance No. _____ is a full, true and correct copy of the original of that ordinance as passed by the City Commission at its regular meeting held on _____, 2014, and the original ordinance has been duly authenticated by the signatures of the Mayor of the City and the City Clerk on that date, sealed with the corporate seal.

2. ____ (__) members of the City Commission were present at that meeting, and ____ (__) members of the City Commission voted in favor of passage of that Ordinance.

3. Notice of the _____, 2014 meeting of the City Commission was duly given as required by the Open Meetings Act, Sections 10-15-1 through 4, NMSA 1978 and Resolution No. 2014-932 which is the current resolution of the City which establishes the reasonable notice policy of the City as required by the Open Meetings Act.

4. On _____, 2014, a Notice of Public Hearing on Ordinance No. __ was published in the Farmington Daily Times, a newspaper which maintains an office in and is of general circulation within the City. A true and correct copy of the affidavit of publication of the Notice of Public Hearing is attached hereto as Exhibit C.

5. On _____, 2014, a Notice of Adoption of Ordinance No. _____, was published by title and summary of its subject matter in the Farmington Daily Times, a newspaper which maintains an office in and is of general circulation within the City. A true and

correct copy of the affidavit of publication of the Notice of Adoption is attached hereto as Exhibit D.

6. No other business concerning that Ordinance was taken at that meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Aztec,
New Mexico this _____, day of _____, 2014.

CITY CLERK

(SEAL)