ORDINANCE NO. 2020-09-17-0647

AUTHORIZING THE CONTINUATION OF THE EDWARDS AQUIFER PROTECTION PROGRAM THROUGH EXECUTION OF A PROGRAMMATIC AND FINANCING AGREEMENT BY AND BETWEEN THE CITY OF SAN ANTONIO, TEXAS AND THE CITY OF SAN ANTONIO, TEXAS MUNICIPAL FACILITIES CORPORATION, PURSUANT TO WHICH THE CITY WILL ASSIGN TO THE CORPORATION, AND THE CORPORATION WILL ACCEPT, EDWARDS AQUIFER PROTECTION PROGRAMMATIC RESPONSIBILITY; COMMITTING AND AUTHORIZING TRANSFER TO THE CORPORATION CERTAIN LAWFULLY AVAILABLE CITY REVENUES TO FINANCE THE COSTS OF ADMINISTERING SUCH PROGRAM; APPROVING THE CORPORATION'S ISSUANCE AND INCURRENCE OF INDEBTEDNESS TO FUND THE PROGRAM; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED TO THE FOREGOING; AND PROVIDING AN EFFECTIVE DATE

* * * * *

WHEREAS, the City of San Antonio, Texas (the *City*) is a home-rule City operating pursuant to a home-rule charter, and a political subdivision, duly organized and existing pursuant to the Constitution and general laws of the State of Texas (the *State*); and

WHEREAS, the City has, on May 6, 2000, May 7, 2005, November 2, 2010, and May 9, 2015, conducted special elections (such elections, individually, an *Election* and, collectively, the *Elections*) pursuant to Chapter 334, Texas Local Government Code, as amended (*Chapter 334*), to establish, fund and maintain for the benefit and protection of the Edwards Aquifer a watershed protection and preservation project, a recharge, recharge area, or recharge feature protection project, a conservation easement, and an open-space preservation program intended to protect water under Section 334.001(1)(F) of Chapter 334 (the *Edwards Aquifer Protection Program* or the *EAPP*); and

WHEREAS, the Edwards Aquifer Protection Program provides the City with a mechanism to protect the environmentally sensitive land sustaining the Edwards Aquifer, the City's primary source of water and a critical component to the City's continuing economic viability through accomplishment of Program Objectives, pursuit of which City voters have, at the Elections, approved and funded on four separate occasions; and

WHEREAS, at each Election, City voters authorized funding the Edwards Aquifer Protection Program, in specified amounts, from the proceeds of a sales and use tax equal to 1/8 of 1% imposed and collected in the City (the *Sales Tax*), the proceeds from which represent, to date, the primary source of Edwards Aquifer Protection Program funding; and

WHEREAS, the Election conducted on May 9, 2015 (the *2015 Election*) specified that the Sales Tax will continue until it generates proceeds of $100,000,000 in support of the current

iteration of the Edwards Aquifer Protection Program (the *2015 EAPP*), after which the Sales Tax, as a source of EAPP funding, expires by its terms; and

WHEREAS, the City projects that Sales Tax proceeds will reach the aforementioned $100,000,000 threshold by the end of the second calendar quarter of 2021 and such Sales Tax proceeds will be exhausted in pursuit of Program Objectives under the 2015 EAPP by the end of the City's 2022 fiscal year; and

WHEREAS, the onset of the 2020 COVID-19 global pandemic resulted in a local economic crisis, and on August 13, 2020, the City Council approved an ordinance placing on the November 3, 2020 ballot for City voter consideration (such election, the *2020 Election*) the redirection, after reaching the aforementioned $100,000,000 EAPP funding threshold, of the Sales Tax for the purpose of funding the costs of effectuating workforce development training and higher education initiatives; and

WHEREAS, notwithstanding its determination to request that City voters redirect the Sales Tax at the 2020 Election as described above, the City Council hereby finds and determines that (i) continuation of the Edwards Aquifer Protection Program beyond the expiration of the 2015 EAPP is of critical importance to the City's future sustainability, (ii) a new iteration of the EAPP, causing its continuation beyond the 2015 EAPP's expiration, is in the best interests of the City and its residents, (iii) it shall continue the Edwards Aquifer Protection Program beyond expiration of the 2015 EAPP, to include a dedicated source of funding from lawfully available City revenues herein identified (such continued EAPP, as further described herein, the *Continued EAPP*); and

WHEREAS, the City has heretofore created, and there now exists, the City of San Antonio, Texas Municipal Facilities Corporation (the *Corporation*), a local government corporation duly existing and created under Subchapter D of Chapter 431 of the Texas Transportation Code, as amended (the *LGC Act*), for the purpose of aiding and acting on behalf of the City to accomplish certain governmental purposes of the City, including the acquisition, construction, equipping, financing, operation, and maintenance of land and other municipal facilities for the City, and which Corporation is vested with all powers and privileges of a nonprofit corporation incorporated under the Texas Non-Profit Corporation Act and Chapter 22, Texas Business Organizations Code, as amended (together, the *Non-Profit Acts*); and

WHEREAS, to assist the City in the manner immediately described above, the City hereby assigns to the Corporation the duties of and responsibilities for maintaining, continuing, and implementing the Continued EAPP in the manner herein described; and

WHEREAS, the City hereby expressly evidences its intent and commitment to pay Program Costs of the Continued EAPP in an amount equal to the Program Capacity, generally funded in equal amounts from the City sources of revenue identified and in the manner further described herein over the 10-year period beginning October 1, 2022 and ending September 30, 2032, plus Program Expenses (funded by the City as ongoing operation and maintenance expenses thereof); and

WHEREAS, the City and the Corporation intend that Program Costs shall be satisfied (i) by the Corporation on a "pay-go" basis, (ii) through the Corporation's incurrence of indebtedness

in the form of Corporation Program Debt secured by a lien on and pledge of Pledged Revenues, or (iii) some combination of the foregoing; and

WHEREAS, the City hereby finds and determines that Pledged Revenues are primarily comprised of the SAWS City Revenue Transfer, being those revenues transferred by SAWS to the City's general fund and, immediately upon transfer, belonging to the City and available for use thereby for any general or special purpose, all pursuant to the SAWS Bond Ordinances and Section 1502.059; and

WHEREAS, initial Corporation Program Debt shall be in the form of an interim financing program designated as the "City of San Antonio, Texas Municipal Facilities Corporation EAPP Commercial Paper Program" (the *Commercial Paper Program*), pursuant to which the Corporation will from time to time issue, by private placement or pursuant to a public sale, Notes the proceeds from which will be used to initially pay for certain eligible Program Costs or to refund Notes previously issued to initially pay for such eligible Program Costs; and

WHEREAS, the City's assignment of Continued EAPP administration responsibility and dedication of source of payment of Program Costs resultant therefrom to the Corporation and the City's assumption of and commitment to pay Program Expenses, and the Corporation's acceptance of the assigned responsibility and payment source, shall be memorialized in the Programmatic and Financing Agreement between such parties, in the form attached hereto as Exhibit A (the *Program Agreement*); and

WHEREAS, the City Council, as the governing body authorizing the creation of the Corporation, hereby affirms and ratifies the Corporation's determination that the organizational purposes of the Corporation align with the Program Objectives, and its efforts employed to accomplish the Program Objectives constitute permissible Corporation undertakings within the meaning of, and as authorized by, the LGC Act and the Corporation's creation documentation; and

WHEREAS, the City Council is now approving this Ordinance to (i) authorize the City's execution of the Program Agreement and all documentation necessary or incidental thereto, (ii) provide for the funding necessary for the Corporation's payment of Program Costs incurred in pursuit of Program Objective accomplishment, (iii) approve the Corporation's pledge of Pledged Revenues as a source of security and payment of the initial Corporation Program Debt, (iv) approve the Corporation's entering into the Indenture and the Credit Agreement and acceptance of its obligations thereunder, and (v) other matters in connection with each of the foregoing; and

WHEREAS, the City Council hereby finds and determines that adoption of this Ordinance is in the best interests of the residents of the City; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO, TEXAS THAT:

SECTION 1. Continuation of Edwards Aquifer Protection Program; Declaration of Public Purpose. Notwithstanding its request at the 2020 Election that City voters authorize the redirection of the Sales Tax, the City hereby (i) authorizes the continuation of the Edwards Aquifer Protection Program by and through its establishment of the Continued EAPP and (ii) assigns the responsibility for Continued EAPP administration (to include pursuit of accomplishment of

Program Objectives) to the Corporation. The Continued EAPP hereby established shall immediately succeed the 2015 EAPP, commencing on October 1, 2022 and continuing for an approximate 10-year period (the *Commitment Period*) that concludes on the date on which the City has sufficiently funded (or authorized funding through incurrence of Corporation Program Debt) the Corporation to allow its payment of Program Costs in an amount equal to Program Capacity (expected to occur by September 30, 2032) or such later date as may hereafter be specified and determined by the City Council.

Because preservation of the Edwards Aquifer, the City's primary water source, mitigates the City's need to identify and obtain alternative water sources, and its taking action in furtherance thereof through pursuit of Program Objectives, represents an exercise of the City's powers enumerated in the City's Home Rule Charter to act as deemed necessary to preserve and enhance the interests, welfare, health, morals, comfort, safety and convenience of the City's inhabitants, as well as in furtherance of other governmental and public purposes identified in other Applicable Law, the expenditure of City funds and revenues, including the Dedicated Revenues, to accomplish Program Objectives by payment of Program Costs is hereby found and determined to represent an authorized public purpose. In addition, the Real Property Acquisitions (and capital additions and or enhancements thereto or thereon, if any) made by the Corporation in pursuit of Program Objectives are hereby found to constitute necessary property acquired to support the City's waterworks system and to accomplish the public purposes identified above. Notwithstanding this classification, the terms and provisions of Deed Restrictions and Conservation Easements concerning permitted use of Real Property Acquisitions shall be explicitly and strictly adhered. Unless and until declared otherwise by the City Council by action subsequent to its adoption of this Ordinance, Real Property Acquisitions shall not constitute an expansion of or addition to, or be made a part of, the System.

SECTION 2. Authorization to Enter into Program Agreement. As evidence of the City's assignment to the Corporation of Continued EAPP administration responsibility and dedication of source of payment of Program Costs resultant from such assignment, and the Corporation's acceptance of the same, as well as specifying the terms and provisions by which the Corporation shall administer the Continued EAPP, the City and the Corporation shall, pursuant to Applicable Law, enter into the Program Agreement. The Program Agreement is hereby approved by the City Council.

SECTION 3. Funding of Program Costs and Program Expenses. The City hereby agrees and determines to annually fund (or provide for its funding through approval of Corporation Program Debt) the Continued EAPP for payment of Program Costs in an amount equal to Program Capacity, from Dedicated Revenues in approximately equal installments over the Commitment Period (assuming a 10-year duration), by annual transfer of Dedicated Revenues sufficient to meet the Continued EAPP financial commitments of the Corporation during the subject fiscal year. Dedicated Revenues sufficient to meet these Corporation commitments shall be included in the City's annual budget and, except as hereafter specified, be subject to appropriation. In addition, and as part of its annual budget process, the City shall pay (or provide for the payment of) Program Expenses coming due in the upcoming City fiscal year.

During the annual budgeting process, City financial staff shall coordinate and interact with Dedicated City Staff and the CAB to determine, on the basis of Program Costs expected to be

incurred during the upcoming financial period, the recommended amount of Dedicated Revenues to fund Continued EAPP financial commitments for the fiscal year to which the subject City budget relates. After considering anticipated Continued EAPP funding needs and available Dedicated Revenues (after considering other forecasted City needs for such fiscal period), as further described in the Program Agreement, City finance staff shall recommend to City Council the amount of the Dedicated Revenues to be included in the City budget to satisfy such Continued EAPP financial commitments of the Corporation. Prior to making this recommendation to City Council, the City's Chief Financial Officer (or his or her designee) shall present the same to the CAB at a meeting thereby held in accordance with the Texas Open Meetings Act.

In addition to the foregoing, the City may, at its sole discretion and at any time, contribute to the Corporation, for use thereby to pay Program Costs, additional Continued EAPP funding from any lawfully available City source and at any time realized. Any such additional amounts contributed to the Corporation by the City outside of the annual funding process described above shall be applied toward the City's commitment to fund the Continued EAPP in amounts sufficient to pay Program Costs equal to Program Capacity. As and if directed by the City at the time of contribution of any such additional amounts, such additional funding amount(s) shall satisfy, in whole or in part (as applicable), future City annual Continued EAPP funding obligations described above.

Notwithstanding the foregoing, any Dedicated Revenues that constitute Pledged Revenues that have been pledged as security for and the source of repayment of Corporation Program Debt pursuant to *Section 4* hereof and that are required to be paid by the Corporation to service such Corporation Program Debt shall not be subject to annual appropriation. The annual Continued EAPP funding installment shall never be less (after, at the City's option, taking into account other amounts (if any) available to the Corporation for satisfaction of such hereafter-described purpose) than the amount of debt service on Corporation Program Debt scheduled to be due and payable in the fiscal period with respect to which such funding installment relates. This Ordinance and the Agreement, as well as the City's obligation to transfer to the Corporation Pledged Revenues in amounts sufficient to discharge the Corporation's payment obligations on any Corporation Program Debt, shall remain valid and in effect for so long as any Corporation Program Debt remains outstanding (notwithstanding such Corporation Program Debt's survival beyond the end of the Commitment Period and the City's funding (or having provided for the funding of) the Corporation to pay Program Costs in an amount at least equal to Program Capacity).

SECTION 4. Pledge of Pledged Revenues; City Covenants Relating to Pledge of Pledged Revenues. As security for the payment of its obligations owed to the Corporation under the Program Agreement that the Corporation has pledged as security for any Corporation Program Debt, the City hereby pledges, grants, and hypothecates a first and prior lien on and pledge of the Pledged Revenues in an amount sufficient to secure and discharge any Corporation Program Debt thereby secured. The City hereby pledges that no lien or pledge of Pledged Revenues shall be prior to or on parity with the lien thereon and pledge thereof herein granted, though the City hereby reserves the right to grant a lien on and pledge of any City revenues that comprise Pledged Revenues that is junior and subordinate to the lien thereon and pledge thereof herein made.

For so long as the Program Agreement remains valid and in effect, and any Corporation Program Debt remains outstanding or in effect (to include the time that the Commercial Paper

Program remains in effect), the City hereby affirmatively agrees that it shall, for the benefit of the Corporation, adhere to, enforce, and comply with the City's covenants regarding the operation and maintenance of the System, the rates charged for the use thereof, and the use, expenditure and distribution of the revenues therefrom as assurance of the City's satisfaction of its obligations under the Program Agreement and the Corporation's satisfaction of its obligations relative to any Corporation Program Debt.

SECTION 5. Acknowledgement and Approval of Initial Corporation Program Debt Secured by Pledged Revenues. The City hereby acknowledges and approves the Corporation's incurring the initial Corporation Program Debt, in the form of the Commercial Paper Program (which may be re-designated based on the Commercial Paper Program's final structure), authorizing the issuance and public or private sale of Notes in a maximum principal amount of $30,000,000 in Notes at any one time outstanding and no Notes having a stated maturity beyond October 1, 2052. In connection with the foregoing, the City also hereby authorizes and approves the Corporation's (i) entering into the Indenture and the Credit Agreement (the form of which is hereby approved) and (ii) pledging the Pledged Revenues to be received from the City pursuant to this Ordinance and the Program Agreement as security for the repayment of the obligations set forth in the Indenture and the Credit Agreement and other Corporation obligations arising under either of the foregoing. Proceeds of Notes shall be used to finance eligible Program Costs (or refinance Notes initially issued to finance eligible Program Costs) and to pay legal, financial, and other administrative fees incurred in connection with the establishment of the Commercial Paper Program and the issuance of Notes thereunder.

SECTION 6. Authorization to Execute Documentation. The City Council hereby authorizes the Mayor, the City Manager of the City, the City's Chief Financial Officer, and the Deputy Chief Financial Officer (each, an *Authorized Official*) to execute, on behalf and as the act and deed of the City, the Program Agreement, any document related to Corporation Program Debt, any other document, instrument, or certificate to evidence, provide notice of, or perfect the pledge of Pledged Revenues as security for the City's obligations under the Program Agreement, any approvals, consents, certificates, notices, or other instruments pertaining to the Corporation's entrance into the Indenture or the Credit Agreement, and amendments to any of the foregoing determined by an Authorized Official to be in the best interests of the City, and any other documentation determined by an Authorized Official to be necessary or incidental to any matter that is the subject of this Ordinance. Each Authorized Official, from time to time and after consultation with the City Attorney or outside legal counsel, is authorized to approve any modifications or amendments to such documentation to effectuate the transactions hereunder or thereunder contemplated without further action of the City Council being necessary or required.

Any Authorized Official is hereby authorized and directed, jointly and severally, to do any and all things necessary and to execute and deliver any and all documents (which include any credit agreement, dealer agreement, offering memorandum, issuing and paying agency agreement, and any additional documents related thereto) deemed necessary or advisable in order to effectuate any matter that is the subject of this Ordinance, to include consummation of the issuance, sale and delivery of the Notes and effectiveness of the agreements related thereto. Each Authorized Official is further authorized to select the qualified responses related to the foregoing and implement the services set forth therein. Specifically, by the adoption of this Ordinance, the City Council hereby authorizes the payment of the fees and expenses incurred and to be paid by the City in connection

with the establishment of the Continued EAPP, by the Corporation in connection with the issuance, sale, and delivery of the Notes and the execution and delivery of the Credit Agreement, any dealer agreement, issuing and paying agency agreement, fee letter, and any additional agreements related to the Notes, as well as amendments to each of the foregoing, and as otherwise provided in this Ordinance.

SECTION 7. Defined Terms. For the purposes of this Ordinance, the following terms have the meanings ascribed thereto:

(a) *Applicable Law* means, as applicable when and as such term is used, the Constitution and general laws of the State, including the LGC Act, the Non-Profit Acts, Section 1502.059, and the City's Home Rule Charter.

(b) *CAB* means the Conservation Advisory Board, a board created by the City Council (the general composition of which most recently established pursuant to Ordinance 2008-08-07-0659) for the purpose of advising the City Council regarding protection of quantity and quality of recharge into the Edwards Aquifer.

(c) *Conservation Easement* means an easement on real property restricting in perpetuity the right to prospectively develop such property, voluntarily conveyed by the fee owner of such property at the time of conveyance (but binding on such fee owner and all subsequent fee owners, trustees, occupants, tenants, or other users of the subject property).

(d) *Corporation Program Debt* means any indebtedness from time to time lawfully incurred by the Corporation to pay eligible Program Costs, which debt is secured by Pledged Revenues and payable from all or any portion of Dedicated Revenues from time to time received or to be received by the Corporation from the City pursuant to this Ordinance and the Program Agreement. Corporation Program Debt includes the Commercial Paper Program, any Notes, and the Corporation's obligations arising under the Indenture and the Credit Agreement.

(e) *Credit Agreement* means that credit agreement pursuant to which the liquidity provider thereunder will provide credit and/or liquidity support to the Notes, a form of which is attached hereto as Exhibit C.

(f) *Dedicated City Staff* has the meaning ascribed thereto in the Program Agreement.

(g) *Dedicated Revenues* means those City revenues derived from one or more sources other than ad valorem tax collections, identified by City finance staff and thereby determined to be lawfully used for and available in sufficient amount to satisfy the City's funding obligations arising under *Section 3* hereof. Dedicated Revenues shall include Pledged Revenues and additional City revenues identified by City staff and thereby made a part of and constituting Dedicated Revenues. Dedicated Revenues shall also include (but are not additionally limited to) any additional revenues, incoming receipts or other resources, any grants, donations, appropriations, revenues, or income received or to be received from the United States Government, the State of Texas, or any other lawfully

available public or private source whether pursuant to an agreement or otherwise, which may be used, or are not prohibited from use, by the City to satisfy its funding obligations under *Section 3* hereof.

(h) *Deed Restriction* means an in-perpetuity restriction on the prospective right to develop a parcel of land, included in the deed relating to such parcel by the fee owner thereof (but binding on such fee owner and all subsequent fee owners, trustees, occupants, tenants, or other users of the subject property).

(i) *Gross Revenues* means the revenues derived by SAWS from the operation and management of the System.

(j) *Indenture* means the Indenture of Trust, dated as of September 17, 2020, between the Corporation and the Trustee, in the form attached hereto as Exhibit B and pursuant to which the Commercial Paper Program is established.

(k) *Maintenance and Operating Expenses* has the meaning ascribed thereto in the SAWS Bond Ordinances.

(l) *Net Revenues* means, for any period, Gross Revenues after deducting Maintenance and Operating Expenses.

(m) *Notes* means notes from time to time issued by the Corporation under the Commercial Paper Program.

(n) *Pledged Revenues* means (i) SAWS City Revenue Transfer in an amount sufficient and necessary (after taking into account any other funding source, including any funds hereinafter identified in clause (ii) of this definition) to satisfy the payment and security obligations of any Corporation Program Debt, and (ii) any additional revenues, incoming receipts or other resources including without limitation, any grants, donations, appropriations, revenues, or income received or to be received from the United States Government, the State of Texas, or any other lawfully available public or private source whether pursuant to an agreement or otherwise and that may at any time be pledged to the payment of the Corporation Program Debt.

(o) *Program Capacity* means an aggregate amount of $100,000,000 herein identified by the City to accomplish Program Objectives by payment of Program Costs under the Continued EAPP.

(p) *Program Costs* means all costs of Real Property Acquisitions (including all commissions to land acquisition agents, legal, title, survey, appraisal, and recordation costs incurred in connection with such acquisitions, and City costs (including costs of Dedicated City Staff) incurred in connection with the identification, negotiation of terms of, and acquisition of Real Property Acquisitions that are properly allocable by the City as capital costs in accordance with Generally Accepted Accounting Procedures), in an aggregate amount not to exceed Program Capacity.

(q) *Program Expenses* means all costs and expenses, other than Program Costs, necessary and incidental to the continuation of the Continued EAPP, including (but not limited to) costs of updates to the SET Model made after commencement of the Continued EAPP, interest on Corporation Program Debt, professional costs incurred by the Corporation in connection with the establishment or incurrence of Corporation Program Debt, costs of Dedicated City Staff (other than Dedicated City Staff costs properly allocable as Program Costs), costs of ongoing monitoring of compliance with terms of Real Estate Acquisitions as identified in the Program Agreement, and costs for third party consultants to provide Continued EAPP technical assistance and ongoing monitoring, as described in the Program Agreement (but excluding third party costs properly allocable as Program Costs).

(r) *Program Objectives* means action taken for the purpose of preserving and protection of the Edwards Aquifer watershed, to include a recharge, recharge area, or recharge feature protection project, a conservation easement, and an open-space preservation program.

(s) *Real Property Acquisitions* means the Corporation's acquisition of interests in real property, whether by Conservation Easement or in fee simple, in furtherance of accomplishment of Program Objectives in accordance with this Ordinance and pursuant to the terms of the Program Agreement.

(t) *SAWS* means the San Antonio Water System Board of Trustees.

(u) *SAWS Bond Ordinances* means those City ordinances authorizing the issuance, from time to time, of evidences of indebtedness secured by and payable from Net Revenues.

(v) *SAWS Debt* means "Debt", as defined in the SAWS Bond Ordinances.

(w) *SAWS City Revenue Transfer* means the up to 5% of the Gross Revenues after payment of all Maintenance and Operating Expenses and debt service requirements on any outstanding SAWS Debt, which portion of Gross Revenues is transferred to the City, for use thereby for any lawful purpose (including the pledge thereof hereunder granted) pursuant to the applicable terms of the SAWS Bond Ordinances and Section 1502.059. Currently, the City receives a revenue transfer from SAWS in the amount of 4% of Gross Revenues.

(x) *Section 1502.059* means Section 1502.059, Texas Government Code, as amended.

(y) *SET Model* has the meaning ascribed thereto in the Program Agreement.

(z) *System* means the City's municipally-owned water and wastewater system, the management, operation, and maintenance of which is the responsibility of SAWS.

(aa) *Trustee* means the trustee under the Trust Indenture.

SECTION 8. Inconsistent Provisions. All resolutions and ordinances, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein; provided, however, that no provision of this Ordinance shall in any way be found or determined to modify, amend, or supplement any term of provision of any SAWS Bond Ordinance.

SECTION 9. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State and the United States of America.

SECTION 10. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid by a court of competent jurisdiction, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals and other statements therein are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 12. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 13. Effective Date. The effective date of this Ordinance shall be governed by the provisions of Section 1-15 of the City Code of San Antonio, Texas. This Ordinance shall take effect immediately if passed by eight (8) affirmative votes; otherwise, this Ordinance shall take effect ten (10) days from the date of passage.

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CITY OF SAN ANTONIO

Ron Nirenberg, Mayor

ATTEST:

Tina J. Flores, City Clerk

Andrew Segovia, City Attorney

(CITY SEAL)

EXHIBIT A

PROGRAM AGREEMENT

See Tab __

EXHIBIT B

INDENTURE

See Tab ___

EXHIBIT C

FORM OF CREDIT AGREEMENT