Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *October 10, 2013*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director* 10/15/13

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting October 29, 2013*
RESOLUTION 2013-____, A RESOLUTION REQUESTING AN EXTENSION OF THE (NMDOT) YEAR 2012/2013 LOCAL GOVERNMENT ROAD IMPROVEMENT FUND PROGRAM (LGRF) GRANT COOPERATIVE PROJECT AGREEMENT, PROJECT NO. CAP-5-13(470) DUE TO EMERGENCY FLOODING IN SANTA FE COUNTY.

Issue
Santa Fe County received funding in the amount of $144,501 through the NMDOT 2012/2013 Local Government Road Improvement Fund Program to make improvements to Ellis Ranch Rd, Rancho Alegre Rd, Nine Mile Road, Apache Plume Dr., Double Arrow Road and Goldmine Rd. The grant agreement is a one year agreement and expires on December 31, 2013.

In August and September of 2013, Santa Fe County experienced an unusual amount of rainfall in the county causing staff to redirect their efforts to repairing and rebuilding roads that been damaged by the rainfall. Santa Fe County Public Works Staff has started on the roads however will not be able to finish the project by December 31, 2013 due to the emergency situation.

The grant agreement requires that a resolution supported by the County Commission be passed in order to request the extension.

Requested Action
The Public Works Department requests approval of the resolution authorizing staff to request an extension for the 2012/2013 LGRF Grant CAP-5-13(470) for an additional 12 months.

THE BOARD OF COUNTY COMMISSIONERS

OF SANTA FE COUNTY

RESOLUTION NO. 2013_____

A RESOLUTION REQUESTING AN EXTENSION OF THE (NMDOT) YEAR 2012/2013 LOCAL GOVERNMENT ROAD IMPROVEMENT FUND PROGRAM (LGRF) GRANT COOPERATIVE PROJECT AGREEMENT, PROJECT CAP-5-13(470) DUE TO EMERGENCY FLOODING IN SANTA FE COUNTY.

WHEREAS, pursuant to NMSA 1978, Section 67-3-28-2, assistance for local road construction and repair is available through the New Mexico Department of Transportation ("NMDOT") from the Local Government Road Improvements Fund ("LGRF");

WHEREAS, the County of Santa Fe applied for funding from the New Mexico Department of Transportation LGRF for pavement rehabilitation/improvements on the roads designated on Exhibit A, attached hereto and made a part hereof by reference (the "Project");

WHEREAS, the County was approved for $108,376 in NMDOT funding and a County match of $36,125 for a total project cost of $144,501;

WHEREAS, the County and NMDOT entered into Cooperative Agreement No. D14022 for Project CAP-5-13(470) to provide for the funding for the Project and its completion date;

WHEREAS, Santa Fe County has experienced extreme rainfall conditions causing an emergency clean-up initiative for roads effected in Santa Fe County;

WHEREAS, the Cooperative Agreement requires that the Project be completed by December 31, 2013 or the funding will revert;

WHEREAS, the Board of County Commissioners of Santa Fe County supports the request for additional time to complete the road Project; and

NOW THEREFORE BE IT RESOLVED that the Santa Fe County Board of County Commissioners requests a 12 month extension of the completion date as stated in the Cooperative Agreement, and to amend the completion date of the road Project from December 31, 2013 to December 31, 2014.

APPROVED, ADOPTED AND PASSED THIS 29th day of October, 2013.

BOARD OF COUNTY COMMISSIONERS

_____

Kathleen S. Holian, Chair

ATTEST:

_____

Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:

_____

Stephen C. Ross, Santa Fe County Attorney

FINANCE APPROVAL:

_____

Teresa C. Martinez, Santa Fe County Finance Director

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *October 11, 2013*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director* 10/15/13

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting October 29, 2013*
RESOLUTION 2013-____, A RESOLUTION OF SUPPORT FOR COUNTY PARTICIPATION IN THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) 2013/2014 LOCAL GOVERNMENT ROAD IMPROVEMENTS FUND (LGRF) GRANT COOPERATIVE AGREEMENT NO. CAP-4-14(470), FOR PAVEMENT REHABILITATION/IMPROVEMENTS ON AVENIDA VISTA GRANDE IN SANTA FE COUNTY, NEW MEXICO.

BACKGROUND AND SUMMARY

Public Works was approved for funding through the Local Government Road Improvement Fund Program (LGRF) CAP Funding for pavement rehabilitation/improvements of various County roads in Santa Fe County, New Mexico. Santa Fe County is required to provide 25% in matching funds in the amount of $35,895 with the Department's share of 75% in the amount of $107,685 for a total project cost of $143,580. The funds will be used to do improvements to Avenida Vista Grande (District 5) in Santa Fe County.

ACTION REQUESTED

The Public Works Department requests approval of the resolution in support of participation in Year 2013/2014 NMDOT LGRF Program.

THE BOARD OF COUNTY COMMISSIONERS

OF SANTA FE COUNTY

RESOLUTION NO. 2013_____

A RESOLUTION OF SUPPORT FOR COUNTY PARTICIPATION IN THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) 2013/2014 LOCAL GOVERNMENT ROAD IMPROVEMENT FUND (LGRF) GRANT COOPERATIVE AGREEMENT NO. CAP-4-14(470), FOR PAVEMENT REHABILITATION/IMPROVEMENTS ON AVENIDA VISTA GRANDE IN SANTA FE COUNTY, NEW MEXICO.

WHEREAS, pursuant to NMSA 1978, Section 67-3-28.2, assistance for local road construction and repair is available through the New Mexico Department of Transportation ("NMDOT") from the Local Government Road Improvement Fund ("LGRF");

WHEREAS, the County applied for grant funding from the NMDOT's LGRF for pavement rehabilitation/improvements on the roads designated on Exhibit A, attached hereto and made a part hereof by reference (the "Project");

WHEREAS, the County of Santa Fe has agreed with the State of New Mexico to utilize awarded grant funds from the LGRF for pavement/rehabilitation of the roads designated on Exhibit A;

WHEREAS, to obtain funds from the LGRF, a local government must agree to provide matching funds pursuant to NMSA 1978, Section 67-3-32;

WHEREAS, the Board of County Commissioners of Santa Fe County supports the Project and will provide 25% of the funds for the Project; and

WHEREAS, the total Project cost (including 25% County participation) is $143,580.

NOW THEREFORE BE IT RESOLVED that the Santa Fe County Board of County Commissioners agree to execute the NMDOT LGRF Cooperative Project Agreement which will provide for the County's use of grant funds for Pavement Rehabilitation/Improvements of Various County Roads in Santa Fe County, New Mexico as designated on Exhibit A. The Santa Fe Board of County Commissioners also supports the Pavement Rehabilitation/Improvements of Various County Roads in Santa Fe County, New Mexico, and will provide matching funds for this Project in the amount of $35,895.

APPROVED, ADOPTED AND PASSED THIS 29th day of October, 2013.

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Kathleen S. Holian, Chairperson

ATTEST:

_____

Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:

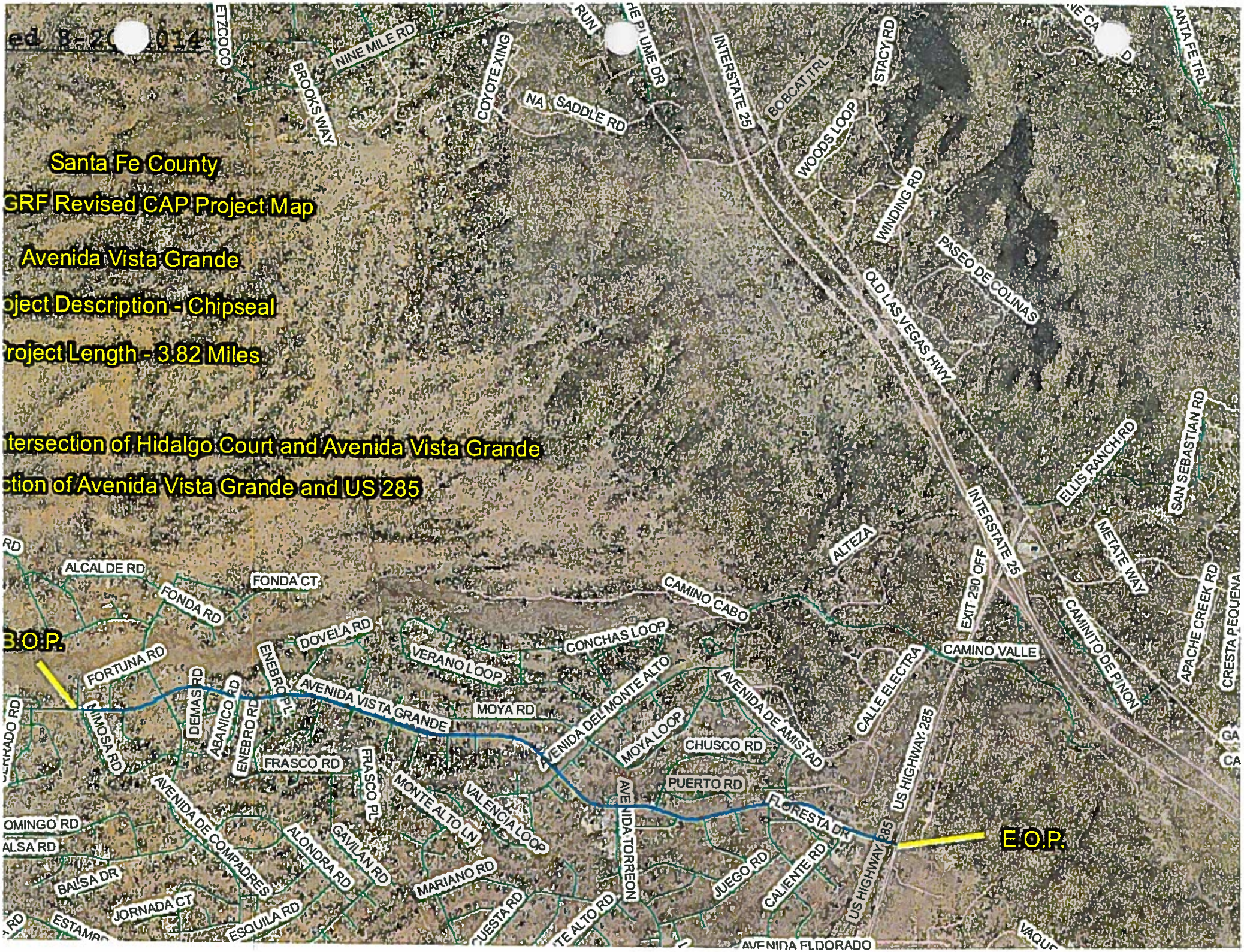
_____

Stephen C. Ross, Santa Fe County Attorney

FINANCE APPROVAL:

_____

Teresa C. Martinez, Santa Fe County Finance Director


Santa Fe County
GRF Revised CAP Project Map
Avenida Vista Grande
oject Description - Chipseal
Project Length - 3.82 Miles
tersection of Hidalgo Court and Avenida Vista Grande
ction of Avenida Vista Grande and US 285
B.O.P.
E.O.P.
NINE MILE RD
BROOKS WAY
COYOTE XING
SADDLE RD
INTERSTATE 25
BOBCAT TRL
STACY RD
WOODS LOOP
WINDING RD
PASEO DE COLINAS
OLD LAS VEGAS HWY
SANTA FE TRL
ELLIS RANCH RD
SAN SEBASTIAN RD
METATE WAY
APACHE CREEK RD
CRESTA PEQUENA
CAMINITO DE PIÑON
EXIT 290 OFF
ALTEZA
CAMINO CABO
CAMINO VALLE
CALLE ELECTRA
AVENIDA DE AMISTAD
US HIGHWAY 285
ALCALDE RD
FONDA CT
FONDA RD
DOVELA RD
CONCHAS LOOP
VERANO LOOP
FORTUNA RD
DEMAS RD
ABANICO RD
ENEBRO RD
ENEBRO PL
AVENIDA VISTA GRANDE
MOYA RD
AVENIDA DEL MONTE ALTO
MOYA LOOP
CHUSCO RD
MIMOSA RD
FRASCO RD
FRASCO PL
MONTE ALTO LN
VALENCIA LOOP
PUERTO RD
FLORESTA DR
AVENIDA DE COMPADRES
ALONDRA RD
GAVILAN RD
MARIANO RD
JUEGO RD
CALIENTE RD
BALSA DR
JORNADA CT
ESQUILA RD
AVENIDA ELDORADO

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *October 11, 213*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director* 10/16/13

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: ***BCC Meeting October 29, 2013***
RESOLUTION 2013-____, A RESOLUTION OF SUPPORT FOR COUNTY PARTICIPATION IN THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) 2013/2014 LOCAL GOVERNMENT ROAD IMPROVEMENTS FUND (LGRF) GRANT COOPERATIVE AGREEMENT NO. SP-5-14(184), FOR PAVEMENT REHABILITATION/IMPROVEMENTS ON CAMINO DEL RINCON AND EAST FEATHER CATCHER WAY IN SANTA FE COUNTY, NEW MEXICO.

BACKGROUND AND SUMMARY

Public Works was approved for funding through the Local Government Road Improvement Fund Program (LGRF) SP Funding for pavement rehabilitation/improvements of various County roads in Santa Fe County, New Mexico. Santa Fe County is required to provide 25% in matching funds in the amount of $20,552 with the Department's share of 75% in the amount of $61,656 for a total project cost of $82,208. The funds will be used to do improvements on Camino Rincon and East Feather Catcher Road (both in District 1) in Santa Fe County.

ACTION REQUESTED

The Public Works Department requests approval of the resolution in support of participation in Year 2013/2014 NMDOT LGRF Program.

THE BOARD OF COUNTY COMMISSIONERS

OF SANTA FE COUNTY

RESOLUTION NO. 2013_____

A RESOLUTION OF SUPPORT FOR COUNTY PARTICIPATION IN THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) 2013/2014 LOCAL GOVERNMENT ROAD IMPROVEMENT FUND (LGRF) GRANT COOPERATIVE AGREEMENT NO. SP-5-14(184), FOR PAVEMENT REHABILITATION/IMPROVEMENTS ON CAMINO DEL RINCON AND EAST FEATHER CATCHER WAY IN SANTA FE COUNTY, NEW MEXICO.

WHEREAS, pursuant to NMSA 1978, Section 67-3-28.2, assistance for local road construction and repair is available through the New Mexico Department of Transportation ("NMDOT") from the Local Government Road Improvement Fund ("LGRF");

WHEREAS, the County applied for grant funding from the NMDOT's LGRF for pavement rehabilitation/improvements on the roads designated on Exhibit A, attached hereto and made a part hereof by reference (the "Project");

WHEREAS, the County of Santa Fe has agreed with the State of New Mexico to utilize awarded grant funds from the LGRF for pavement/rehabilitation of the roads designated on Exhibit A;

WHEREAS, to obtain funds from the LGRF, a local government must agree to provide matching funds pursuant to NMSA 1978, Section 67-3-32;

WHEREAS, the Board of County Commissioners of Santa Fe County supports the Project and will provide 25% of the funds for the Project; and

WHEREAS, the total Project cost (including 25% County participation) is $82,208.

NOW THEREFORE BE IT RESOLVED that the Santa Fe County Board of County Commissioners agree to execute the NMDOT LGRF Cooperative Project Agreement which will provide for the County's use of grant funds for Pavement Rehabilitation/Improvements of Various County Roads in Santa Fe County, New Mexico as designated on Exhibit A. The Santa Fe Board of County Commissioners also supports the Pavement Rehabilitation/Improvements of Various County Roads in Santa Fe County, New Mexico, and will provide matching funds for this Project in the amount of $20,552.

APPROVED, ADOPTED AND PASSED THIS 29th day of October, 2013

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Kathleen S. Holian, Chairperson

ATTEST:

_____

Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:

Stephen C. Ross, Santa Fe County Attorney

FINANCE APPROVAL:

_____

Teresa C. Martinez, Santa Fe County Finance Director


Santa Fe County
2014 Revised SP Project Map
Camino Del Rincon
Project Description - Chipseal
Project Length - 1.93 Miles
B.O.P.
E.O.P.
B.O.P. - Intersection of Lighting Loop and Camino Del Rincon
E.O.P. - Dead End of Camino Del Rincon
GRAZING ELK DR
OLD PUEBLITO RD
EL CALLEJONCITO RD
COUNTY RD 84
OFF RAMP
STATE RD 502
ON RAMP
E WAR CHIEF LN
CAMINO DEL RINCON
CLOUD LOOP
LIGHTNING LOOP
CAMINO TRILLO
PETROGLYPH CIR
US 84-285
CALLE ESTRELLA
N LOPEZ
SAN LOPEZ
COUNTY ROAD 115
COUNTY ROAD 116A
LUGAR DE PAZ CA
CAMINO DE GARDUNOS
ARROYO MAIZE
ENTRADA ENPINADA
CAMINITO VALLEZ
COUNTY RD 106
TURTLE CIR
CALLE ROMERO
CALLE TAPIA
W GUTIERREZ
BISON CT
CALLE DURAN
CITIES OF GOLD RD
GOLDWA
VARRIALSET
TRIBAL WORKS RD
ADOBE CREEK
BRIANNA LN
FENTHER RD
TOVA MUJUSA POE


Revised 8-20-2013
FEATHER RD
CAMINITO DE GRACIA
WYMAS DR
FEATHER CATCHER
TSE PUU RD
LOS QUITOS RD
E FEATHER CATCHER
E.O.P.
B.O.P.
US 84/285
OFF RAMP
ON RAMP
BUFFALO THUNDER
BUFFALO THUNDER TRL
Santa Fe County
2014 LGRF Revised SP Project Map
East Feather Catcher Rd
Project Description - Chipseal
Project Length - .51 Mile
B.O.P - Intersection of Wymas Drive and East Feather Catcher Rd
E.O.P. - Intersection of US 84/285 Frontage Rd and East Feather Catcher Rd

MEMORANDUM

To: The Board of County Commission

From: Teresa C. Martinez

Via: Katherine Miller

Date: October 21, 2013

Subject: **Resolution No. 2013-___, A Resolution Authorizing The Surplus Of Fixed Assets In Accordance With State Statute. (Finance/ Teresa Martinez)**

ISSUE:

On an annual basis, department staff/elected officials are required to collect information related to inoperable or obsolete property and equipment of Santa Fe County in order to determine its eligibility for surplus.

BACKGROUND:

Santa Fe County follows the State of New Mexico statutory policies to dispose of surplus property and equipment pursuant to NMSA 1978, Section 13-6-1 (2007). Each Santa Fe County department/elected office participates in the process to review damaged, broken, or obsolete fixed assets inventory to determine whether assets are usable, safe for continued use, or if the cost to repair the item would be excessive.

Each department may submit a proposed listing of surplus items to the Finance Division. Electronic items are reviewed by the IT Division and vehicles are reviewed by the PW Fleet Division to determine eligibility for surplus. The final listing of all items is then forwarded to all Santa Fe County departments/elected offices, as well as, to the Association of Counties to see if other departments/elected offices or New Mexico Counties can use the items that may be offered for surplus.

REQUESTED ACTION:

The finance division requests the board's consideration and approval of the attached resolution to surplus obsolete personal property.

Upon approval of the resolution by the Board of County Commissioners and notification to the State Auditor's Office, the items would be sold at the next auction held by the Department of Public Safety.

Santa Fe County

Resolution No. 2013-

A Resolution Authorizing the Surplus of Fixed Assets In Accordance With State Statute

Whereas, Santa Fe County desires to dispose of certain personal property identified in Exhibit A, attached;

Whereas, Exhibit A details each item of personal property by department or office, equipment description, Santa Fe County tag number, serial number, condition of equipment, and estimated fair market value;

Whereas, each item of personal property on exhibit A is worn-out, unusable of obsolete to the extent that the item is no longer economical or safe for continued use by Santa Fe County;

Whereas, each item on Exhibit A has an estimated current resale value of five thousand dollars ($5,000) or less

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Santa Fe County and approves the disposal of the personal property listed on Exhibit A pursuant to NMSA 1978, Section 13-6-1 (2007).

APPROVED, ADOPTED AND PASSED this 29th day of October 2013.

SANTA FE BOARD OF COUNTY COMMIONERS

_____

Kathleen S. Holian, Chair

ATTEST:

_____

Geraldine Salazar Date
Santa Fe County Clerk

Approved as to form

_____

Stephen C. Ross Date
County Attorney

Finance Director

Teresa C. Martinez 10/21/13

Teresa C. Martinez Date

Exhibit A

SANTA FE COUNTY
FIXED ASSETS SURPLUS FORM - FISCAL YEAR 2013
VEHICLES/HEAVY EQUIPMENT

DEPARTMENT: Various Dept. (items found in Quanset hut)

PERSON COMPLETING THE FORM: Magdalena Salas

TELEPHONE NO.: 505-995-2782

TAG NUMBER	DESCRIPTION	SERIAL NO.	REASON FOR SURPLUS	CONDITION	DEPT	LOCATION	EST VALUE
FA0609	Gateway E-4500	0035871781	obsolete	poor	Adult	Quanset Hut	$ 1.00
N/A	5 folding tables	N/A	obsolete	poor		Quanset Hut	$ 10.00
IE1121	Monitor, Gateway	ME558 90C 01710	obsolete	poor		Quanset Hut	$ 1.00
N/A	Monitor, Gateway	GL719A252009206	obsolete	poor		Quanset Hut	$ 1.00
IE1094	Monitor, Gateway	ME558 90C 01686	obsolete	poor		Quanset Hut	$ 1.00
IE2010	Monitor,LG	103NDWED3025	obsolete	poor		Quanset Hut	$ 1.00
IE1122	Monitor, Gateway	ME558 90C 01790	obsolete	poor		Quanset Hut	$ 1.00
N/A	Monitor, LG	103NDVWD3199	obsolete	poor		Quanset Hut	$ 1.00
N/A	Monitor, Dell	MX 08R339-47605-33E AA3Q	obsolete	poor		Quanset Hut	$ 1.00
N/A	Monitor, Dell	CN-OTP219-64180-78D-32QL	obsolete	poor		Quanset Hut	$ 1.00
N/A	Ethernet	0201LH3G172941	obsolete	poor		Quanset Hut	$ 1.00
N/A	APC Battery Backup	4B0523P49205	obsolete	good		Quanset Hut	$ 1.00
N/A	APC Battery Backup	3B0537X18886	obsolete	good		Quanset Hut	$ 1.00
N/A	APC Battery Backup	430523P422706	obsolete	good		Quanset Hut	$ 1.00
FA0591	Gateway E-4500	0035871741	obsolete	poor		Quanset Hut	$ 1.00
N/A	Vacuum Kaser 214	258989	obsolete	poor	DWI/Health	Quanset Hut	$ 1.00
N/A	Printer, Canon 413411	DE100446	obsolete	poor		Quanset Hut	$ 1.00
N/A	Printer, Canon DR5010C	DD307733	obsolete	poor		Quanset Hut	$ 1.00
11842	Printer, HP LaserJet 5	USKD075829	obsolete	poor		Quanset Hut	$ 1.00
N/A	APC Battery Backup 650	PB004322391	obsolete	poor		Quanset Hut	$ 1.00
FA0621	Monitor, Gateway E4500	0035871782	obsolete	poor		Quanset Hut	$ 1.00
N/A	Enviracare 8816N1	2-302246	obsolete	poor		Quanset Hut	$ 1.00
N/A	Printer, Canon 413411	DE100223	obsolete	poor		Quanset Hut	$ 1.00
N/A	Printer, HP Q1868	CNGN119071	obsolete	poor		Quanset Hut	$ 1.00
IE1272	Monitor, Gateway BX930	MU19009E0003463	obsolete	poor		Quanset Hut	$ 1.00
IE0844	APC Battery Backup	3B0537YR271	obsolete	good		Quanset Hut	$ 1.00
N/A	Printer, Canon 4113411	DE100567	obsolete	poor		Quanset Hut	$ 1.00
IE004637	Receipt Printer, Zebra TLP2844	41A033100680	not needed	good		Quanset Hut	$ 1.00
N/A	Monitor, NEC	88M16817NA	obsolete	poor		Quanset Hut	$ 1.00

N/A	Monitor, NEC	3ZK02526GA	obsolete	poor		Quanset Hut	$ 1.00
N/A	Monitor, NEC	88M15412NA	obsolete	poor		Quanset Hut	$ 1.00
N/A	Monitor, NEC	203214427	obsolete	poor		Quanset Hut	$ 1.00
N/A	Monitor, NEC	88M15416NA	obsolete	poor		Quanset Hut	$ 1.00
N/A	Monitor, NEC	88M16820NA	obsolete	poor		Quanset Hut	$ 1.00
N/A	Xerox Documate	811CN1083	obsolete	poor		Quanset Hut	$ 1.00
FA016383	TV, Sony Color	4040768	obsolete	good		Quanset Hut	$ 30.00
IE005364	TV, Sony Color	4024655	obsolete	good		Quanset Hut	$ 30.00
012750	File Cabinet, Lateral Two Door	N/A	not needed	good		Quanset Hut	$ 5.00
N/A	File Cabinet, Lateral Two Door Gray & Brown	N/A	not needed	good		Quanset Hut	$ 5.00
FA16384	Stand, Tv stand with plastic doors	N/A	not needed	good		Quanset Hut	$ 10.00
N/A	Camera, Canon Powershot A620	2526208476		poor		Quanset Hut	$ 5.00
N/A	Camera, Casio EXILIM 8.1 Megapixels	32004722-A		poor		Quanset Hut	$ 5.00
IE003327	Vacuum, Marshall 14	185123	obsolete	poor		Quanset Hut	$ 5.00
N/A	4 inmate pay phone	N/A	obsolete	poor	Corrections	Quanset Hut	$ 20.00
N/A	Grey Desk	N/A	obsolete	poor		Quanset Hut	$ 5.00
N/A	Cabinet, 3 shelves Beige & Wood	N/A	obsolete	poor		Quanset Hut	$ 5.00
FA015378	Printer, HP laserJet 5000N	N/A	obsolete	poor	Land Use	Quanset Hut	$ 5.00
N/A	Window Shampooer V-Hz	N/A	obsolete	poor		Quanset Hut	$ 1.00
10836	Window Shampooer V-Hz	541665 DM	obsolete	poor		Quanset Hut	$ 1.00
FA015022	Shampooer, Advance Aqua Spot	not readable	obsolete	poor		Quanset Hut	$ 1.00
N/A	Refrigerator, White	B893622035	obsolete	poor		Quanset Hut	$ 5.00
N/A	Refrigerator, White Westinghouse, White	UAS552578	obsolete	poor		Quanset Hut	$ 5.00
N/A	Gas Stove, Roper white & black	N/A	obsolete	poor		Quanset Hut	$ 5.00
N/A	Gas Stove, Magic Chef	N/A	obsolete	poor		Quanset Hut	$ 5.00
N/A	Gas stove, E-State white	N/A	obsolete	poor		Quanset Hut	$ 5.00
N/A	Gas Stove, Roper white & black	N/A	obsolete	poor		Quanset Hut	$ 5.00
IE003654	Cabinet, 4 Metal Drawer Beige color	N/A	obsolete	poor		Quanset Hut	$ 5.00
IE0225	Cabinet, 4 Metal Drawer Beige color	N/A	obsolete	poor		Quanset Hut	$ 5.00
N/A	Microwave, Amana Model RMS10D	1301400945	obsolete	poor		Quanset Hut	$ 5.00
N/A	Microwave, Sharp Model R21LC	99593	obsolete	poor		Quanset Hut	$ 5.00
N/A	Microwave, Sharp Model R21LC	100884	obsolete	poor		Quanset Hut	$ 5.00
N/A	Microwave, Sharp Model R21LC	100983	obsolete	poor		Quanset Hut	$ 5.00
N/A	Microwave, Sharp Model R21LC	101317	obsolete	poor		Quanset Hut	$ 5.00
N/A	Microwave, Amana Model RMS10D	1301400948	obsolete	poor		Quanset Hut	$ 5.00
N/A	Microwave, Amana Model RMS10D	130141688	obsolete	poor		Quanset Hut	$ 5.00
N/A	Microwave, Sharp Model R21LCF	100876	obsolete	poor		Quanset Hut	$ 5.00
N/A	Microwave, Amana Model RMS10D	1301401561	obsolete	poor		Quanset Hut	$ 5.00
N/A	Microwave, Amana Model RMS10D	1301400939	obsolete	poor		Quanset Hut	$ 5.00
N/A	Microwave, Welbilt MR73T	70103146	obsolete	poor		Quanset Hut	$ 5.00
N/A	Microwave, Amana Model RMS10D	130140167	obsolete	poor		Quanset Hut	$ 5.00

N/A	Microwave, Amana Model RMS10D	1301400944	obsolete	poor		Quanset Hut	$ 5.00
N/A	Microwave, Amana Model RMS10D	1301401678	obsolete	poor		Quanset Hut	$ 5.00
N/A	Cabinet, HON metal cabinet with shelves	N/A	obsolete	poor		Quanset Hut	$ 5.00
N/A	Cabinet, 2 door metal cabinet w/ coat racks	N/A	obsolete	poor		Quanset Hut	$ 5.00
N/A	Cabinet, 2 door metal cabinet w/ coat racks	N/A	obsolete	poor		Quanset Hut	$ 5.00
N/A	Refrigerator, McCall L44002H	M727639	obsolete	poor		Quanset Hut	$ 5.00
N/A	Gateway E-4610D	0039209191	obsolete	Poor	RECC	Quanset Hut	$ 1.00
FA0618	Gateway E-4500	0035871767	obsolete	Poor	RECC	Quanset Hut	$ 1.00
IE006802	Gateway TB120 Laptop	0004S-175-893-399	obsolete	Poor	RECC	Quanset Hut	$ 1.00
N/A	Gateway M275	0034017479	obsolete	Poor	RECC	Quanset Hut	$ 1.00
IE01614	Monitor, Gateway 700G	MSM62 50V 01181	obsolete	Poor	Corrections	Quanset Hut	$ 1.00
N/A	Monitor, Gateway TFT19W80PS	MWT74 B0H 09180	obsolete	Poor	Corrections	Quanset Hut	$ 1.00
IE1115	Monitor, Gateway FPD176S	ME558 90C 01690	obsolete	Poor	Corrections	Quanset Hut	$ 1.00
IE1150	Monitor, Gateway FPD176S	ME558 90C 01804	obsolete	Poor	Corrections	Quanset Hut	$ 1.00
FA016630	Gateway E-6300	0035473335	obsolete	Poor	Corrections	Quanset Hut	$ 1.00
IE1130	Monitor, Gateway FPD1765	ME558 90C 01705	obsolete	Poor	Corrections	Quanset Hut	$ 1.00
N/A	Monitor, NEC LCD 19S	88M16823NA	obsolete	Broken	RECC	Quanset Hut	$ 1.00
N/A	Box of Keyboards	n/a	obsolete	Poor	RECC	Quanset Hut	$ 1.00
N/A	Monitor, NEC LCD 1850E-BK	203214442	obsolete	Broken	RECC	Quanset Hut	$ 1.00
N/A	Dictaphone	544573	obsolete	Broken	RECC	Quanset Hut	$ 1.00

NOTE: Possible Reasons for Surplus: Obsolete; excessive cost to repair; and, working but not currently used by the department
Condition of the Asset: Damaged; destroyed; working (note the condition-good, fair, or poor)

Information Technology Division

(IT Staff Signature Certification)

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director Vernon C. Martinez Date: Date: 10/10/13

SANTA FE COUNTY
FIXED ASSETS SURPLUS FORM - FISCAL YEAR 2013
COMPUTERS AND ELECTRONIC DEVICES

DEPARTMENT: GROWTH MANAGEMENT

PERSON COMPLETING THE FORM: Amanda Hargis TELEPHONE NO.: 956-6318

TAG NUMBER	DESCRIPTION OF FIXED ASSET	SERIAL NO.	REASON FOR SURPLUS	CONDITION OF FIXED ASSET	LOCATION OF FIXED ASSET	Estimated Values
1E006812	SAMSUNG COMPUTER MONITOR	BR21HVZP3009	66T not working	→ "		$1
1E006813	SAMSUNG COMPUTER MONITOR	BR21HVZP3010	22H not working	→ "		$1
1E008401	SAMSUNG COMPUTER MONITOR	MY24HCGQA01	801F not working	→ "		$1
1E008330	HP LASERJET M2727nf	CND98BQ03M	not working	→ "		$10
12634	APC UPS 1000	WS9713634081	not working	→ "		$5
013239	Gateway Solo Laptop	BCB9925DD19	not working	→ "		$10

NOTE: Possible Reasons for Surplus: Obsolete; excessive cost to repair; and, working but not currently used by the department
Condition of the Asset: Damaged; destroyed; working (note the condition-good, fair, or poor)

Information Technology Division

(IT Staff Signature Certification)

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director [signature] Date: 5/23/13.

SANTA FE COUNTY
ASSET DISPOSITION / TRANSFER FORM

Note Disposition of Asset: Transfer, Trade-In, Surplus, Destroyed, Other

Part I FROM

Santa Fe County Tag/Assigned # or License Plate # IS 0053166

Asset Description OFFICE Jet Copier/Scanner 685

Year _____ Make OFFICE JET Model 685

Serial # or Vehicle ID # (VIN) SGC03ESVG5VL

☐ Transfer ☐ Trade In (Note: Attach invoice w/ trade-in value) ☑ Other (Note reason - surplus, destroyed, obsolete etc) (Surplus vehicles need V/M approval)

Note Condition or Comments : Not Sure if Works

Department Housing Asset Location Valle Vista office

Department Director _____ Date _____
Signature

Part II TRANSFERRED TO

Department _____ Asset Location _____

Note Condition/Comments: _____

The undersigned employee(s) hereby states upon receipt of the transferred Asset identified above the information is accurate to the best of his/her knowledge.

Received By _____ Date _____

Department Director _____ Date _____
Signature

FORWARD COMPLETED FORM TO: FINANCE/ FIXED ASSETS

County Manager _____ Date _____ (Required for all vehicle transfers.)

Finance Use Only:
Date Received _____ Received By _____

Entered FA By _____ Date _____ Asset Value $ 10

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SANTA FE COUNTY
ASSET DISPOSITION / TRANSFER FORM

Note Disposition of Asset: Transfer, Trade-In, Surplus, Destroyed, Other

Part I FROM

Santa Fe County Tag/Assigned # or License Plate # No-Tag

Asset Description HP Laser Jet 3015

Year _____ Make _____ Model _____

Serial # or Vehicle ID # (VIN) CNBM362926

☐ Transfer ☐ Trade In (Note: Attach invoice w/ trade-in value) ☒ Other (Note reason - surplus, destroyed, obsolete etc) (Surplus vehicles need V/M approval)

Note Condition or Comments : Not Sure if Works

Department Housing Asset Location Valle Vista office

Department Director JN Paek Date 4/17/13
Signature

Part II TRANSFERRED TO

Department _____ Asset Location _____

Note Condition/Comments: _____

The undersigned employee(s) hereby states upon receipt of the transferred Asset identified above the information is accurate to the best of his/her knowledge.

Received By _____ Date _____

Department Director _____ Date _____
Signature

FORWARD COMPLETED FORM TO: FINANCE/ FIXED ASSETS

County Manager _____ Date _____ (Required for all vehicle transfers.)

Finance Use Only:
Date Received _____ Received By _____

Entered FA By _____ Date _____ Asset Value $ 10

SANTA FE COUNTY
ASSET DISPOSITION / TRANSFER FORM

Note Disposition of Asset: Transfer, Trade-In, Surplus, Destroyed, Other

Part I FROM

Santa Fe County Tag/Assigned # or License Plate # 012931

Asset Description HP Laser Jet 6P

Year _____ Make _____ Model _____

Serial # or Vehicle ID # (VIN) USCH046524

☐ Transfer ☐ Trade In (Note: Attach invoice w/ trade-in value) ☒ Other (Note reason - surplus, destroyed, obsolete etc) (Surplus vehicles need V/M approval)

Note Condition or Comments : Not Sure if Works

Department Housing Asset Location Valle Vista office

Department Director [signature] Date 4/17/13
Signature

Part II TRANSFERRED TO

Department _____ Asset Location _____

Note Condition/Comments: _____

The undersigned employee(s) hereby states upon receipt of the transferred Asset identified above the information is accurate to the best of his/her knowledge.

Received By _____ Date _____

Department Director _____ Date _____
Signature

FORWARD COMPLETED FORM TO: FINANCE/ FIXED ASSETS

County Manager _____ Date _____ (Required for all vehicle transfers.)

Finance Use Only:
Date Received _____ Received By _____

Entered FA By _____ Date _____ Asset Value $ 10

SANTA FE COUNTY
ASSET DISPOSITION / TRANSFER FORM

Note Disposition of Asset: Transfer, Trade-In, Surplus, Destroyed, Other

Part I FROM

Santa Fe County Tag/Assigned # or License Plate # FA 01606

Asset Description Modem

Year _____ Make _____ Model _____

Serial # or Vehicle ID # (VIN) 0032811035

☐ Transfer ☐ Trade In (Note: Attach invoice w/ trade-in value) ☒ Other (Note reason - surplus, destroyed, obsolete etc) (Surplus vehicles need V/M approval)

Note Condition or Comments : Not Sure if Works

Department Housing Asset Location Valle Vista office

Department Director JKPacha Date 4/17/13
Signature

Part II TRANSFERRED TO

Department _____ Asset Location _____

Note Condition/Comments: _____

The undersigned employee(s) hereby states upon receipt of the transferred Asset identified above the information is accurate to the best of his/her knowledge.

Received By _____ Date _____

Department Director _____ Date _____
Signature

FORWARD COMPLETED FORM TO: FINANCE/ FIXED ASSETS

County Manager _____ Date _____ (Required for all vehicle transfers.)

Finance Use Only:
Date Received _____ Received By _____

Entered FA By _____ Date _____ Asset Value $ 5

SANTA FE COUNTY
ASSET DISPOSITION / TRANSFER FORM

Note Disposition of Asset: Transfer, Trade-In, Surplus, Destroyed, Other

Part I FROM

Santa Fe County Tag/Assigned # or License Plate # 13683

Asset Description Printer HP Color 4500N

Year _____ Make _____ Model _____

Serial # or Vehicle ID # (VIN) JPHAB14247

☐ Transfer ☐ Trade In (Note: Attach invoice w/ trade-in value) ☒ Other (Note reason - surplus, destroyed, obsolete etc) (Surplus vehicles need V/M approval)

Note Condition or Comments : Does Not Work

Department Housing Asset Location Valle Vista

Department Director PN Pacheco Date 4/17/13
Signature

Part II TRANSFERRED TO

Department _____ Asset Location _____

Note Condition/Comments: _____

The undersigned employee(s) hereby states upon receipt of the transferred Asset identified above the information is accurate to the best of his/her knowledge.

Received By _____ Date _____

Department Director _____ Date _____
Signature

FORWARD COMPLETED FORM TO: FINANCE/ FIXED ASSETS

County Manager _____ Date _____ (Required for all vehicle transfers.)

Finance Use Only:
Date Received _____ Received By _____

Entered FA By _____ Date _____ Asset Value $ 10

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MEMORANDUM

DATE: *October 11, 213*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting October 29, 2013*

REQUEST APPROVAL OF GRANT AGREEMENT 13-L-1769 BETWEEN THE DEPARTMENT OF FINANCE AND ADMINISTRATION, STATE OF NEW MEXICO AND SANTA FE COUNTY FOR FUNDS AUTHORIZED THROUGH THE 2013 LEGISLATIVE SESSION FOR IMPROVEMENTS TO THE SANTA FE COUNTY FAIRGROUNDS IN THE AMOUNT OF $450,500. (PUBLIC WORKS\ADAM LEIGLAND\AGNES LEYBA-CRUZ)

BACKGROUND AND SUMMARY

Santa Fe County received Grant Agreement No 13-L-1769 to plan, design, construct, equip and furnish improvements to the Fairgrounds, including utilities and construction of an extension office, in Santa Fe County in the amount of $450,500. Santa Fe County will be using these initial funds to improve the handicap accessibility to the grounds and install the necessary infrastructure to be able to hook up to the city utilities. The balance of these funds will be used for the new extension office, the County has made this project the number one ICIP project and will be requesting State funds for the competition of the extension office..

ACTION REQUESTED

Approval of Grant Agreement 13-L-1769 for improvements to the Santa Fe County Fairgrounds site in the amount of $450,500.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 892 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this ____day of _____, 20__, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and County of Santa Fe, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2013, Chapter 226, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

13-L-1769
$450,500.00 APPROPRIATION REVERSION DATE: June 30, 2017
Laws of 2013, Chapter 226, Section 31, Para. 182, Four Hundred Fifty Thousand Five Hundred Dollars and No Cents ($450,500.00), to plan, design, construct, equip and furnish improvements to the fairgrounds, including utilities and construction of an extension office, in Santa Fe in County of Santa Fe.

The Grantee's total reimbursements shall not exceed the appropriation amount Four Hundred Fifty Thousand Five Hundred Dollars and No Cents ($450,500.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, No Dollars and No Cents ($0.00), which equals Four Hundred Fifty Thousand Five Hundred Dollars and No Cents ($450,500.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.
[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or
b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the

particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee:	County of Santa Fe
Name:	Agnes Leyba-Cruz
Title:	Administration Manager
Address:	P O Box 276, Santa Fe, NM 87504
Email:	alopez@santafecounty.org
Telephone:	505-995-6516
FAX:	505-428-3113

Department:	DFA/Local Government Division
Name:	Ms. Maria Urban
Title:	Project Manager
Address:	Bataan Memorial Bldg, Rm 202, Santa Fe, New Mexico, 87501
Email:	maria.urban@state.nm.us
Telephone:	505-827-8061
FAX:	505-827-4948

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the

writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2017 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** "expended" and an "expenditure" has ***not*** occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate"

or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. **Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and

(ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. **Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and

be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report

on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

(i) The Grantee must submit one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed $25,000; or

(ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or

(iii) Twenty (20) days from date of Early Termination; or

(iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any

account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local

jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of

law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the County of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The County of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the County of Santa Fe or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the County of Santa Fe or DFA/LGD."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the County of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is

administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

County of Santa Fe

_____
Signature of Official with Authority to Bind Grantee

By:_____
(Type or Print Name)

Its:_____
(Type or Print Title)

_____
Date

Approved as to form
Santa Fe County Attorney
By: [signature]
Date: Sept 9, 2013
[signature] 9/10/13

STATE OF NEW MEXICO)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
by _____

_____
seal Notary Public
My Commission Expires: _____

DEPARTMENT OF FINANCE AND ADMNISTRATION
LOCAL GOVERNMENT DIVISION

_____
By: Ryan Gleason
Its: Director

_____
Date

STATE OF NEW MEXICO)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
by _____

_____
seal Notary Public
My Commission Expires: _____

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1

☐ **PERIODIC REPORT** ☐ **FINAL REPORT**

Grantee: _____

Project Number: _____ **Reporting Period:** _____

1. Please provide a detailed status of project referenced above.

   A. Third Party Obligations
   Purchase Order or Contract # _____

   Name of Contractor or Vendor: _____

   Amount of Third Party Obligation: _____

   Date Executed: _____

   Termination Date: _____

   B. Project Phase
   Bonds Sold ☐ Plan/Design ☐ Bid Documents ☐ Construction ☐
   (provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

   Total Amount of all Notices of Obligation to Reimburse: _____

   Total Grant Amount Expended by Grantee to Date: _____

   Grant Balance as of this Date: _____

   Amount of Other Unexpended Funding Sources: _____

☐ **PERIODIC REPORT**
I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT**
I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

_____ _____
Grantee Representative/Title Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
Complete Mailing, including Suite, if applicable
_____
City State Zip
C. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Grant Amount: _____
B. AIPP Amount (If Applicable) _____
C. Funds Requested to Date: _____
D. Amount Requested this Payment: _____
E. Grant Balance: $0.00
F. ☐ GF ☐ GOB ☐ STB (attach wire if 1st draw)
G. Payment Request No. _____

III. Fiscal Year Expenditure Period Ending:

(check one) (Jan-Jun) ☐ (Jul-Dec) ☐ Fiscal Year

IV. Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED
before me on this_____day
of_____, 20_____

Notary Public _____
My Commission expires _____

Grantee Representative

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED
before me on this_____day
of_____, 20_____

Notary Public _____
My Commission expires _____

(Department Use Only)

Vendor Code: _____
Loc No.: _____
Fund No.: _____

Division Fiscal Officer Date

I certify that the Grantee financial and vendor file information agree with the above submitted information

Division Project Manager Date

I certify that the Grantee records and related appropriation laws agree with the above submitted information.

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 3

DATE: _____

TO: **Grantee Representative:** _____

FROM: **Department Representative:** _____

SUBJECT: **Notice of Obligation to Reimburse Grantee**

Project Number: _____

As the designated representative of the Department for Grant Agreement number 13-L-1769 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: _____
Vendor or Contractor: _____

Third Party Obligation Amount: _____
Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

_____

Department Representative: _____

Title: _____

Signature: _____

Date: _____

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *October 14, 2013*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director* A 10/14/13

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting October 29, 2013*
NOTICE OF DETERMINATION NOT TO UPDATE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN OR IMPACT FEES FOR SANTA FE COUNTY FIRE AND RESCUE IMPACT FEES, AND DISCUSSION AND POSSIBLE APPROVAL OF RESOLUTION 2013-___, A RESOLUTION TO CONTINUE SANTA FE COUNTY FIRE AND RESCUE IMPACT FEES AND ASSOCIATED WAIVER OF REQUIREMENTS OF RESOLUTION 2013-26.

BACKGROUND AND SUMMARY:

In 1995, Santa Fe County approved the Fire and Impact Fee Ordinance (Ordinance 1995-04) to create a mechanism for the County to collect funds in unincorporated areas of the County for capital improvements related to fire, rescue, and emergency medical service provision via an impact fee, a process governed by the New Mexico Development Fees Act (NMSA 5-8-1 et seq). The intent of Ordinance 1995-04 is to collect fees based on the gross covered floor area of development in order to partially fund fire and rescue facilities and equipment, the demand for which is generated by growth in previously designated fire protection districts. Since its inception, this program has been an essential means to fund growth driven capital improvements in each of the Fire Department's 14 Fire Districts. It is important to note that since the inception of the Fire and Rescue Impact Fee program, the fees charged to residential and commercial development have not changed.

In accordance with the New Mexico Development Fees Act, reviews and possible updates of the Land Use Assumptions (LAU) and Capital Improvements Plan (CIP) that support the impact fee are required every 5 years. The Act requires that, as a part of this process, a County Capital Improvements Advisory Committee (CIAC) review the LAU and CIP and file written comments on them with the Board of County Commissioners. The last update was completed and approved by the Board of County Commissioners in 2008. The current review and update is due this month.

The CIAC duly met on October 10, 2013 and reviewed the LAU and CIP with staff. Based on the review of these documents and knowledge of the upcoming Countywide LAU and CIP studies, the Committee has determined that the LAU and CIP for fire impact fees needs no updating at this time. The CIAC has sent a recommendation to the Board of County Commissioners to support this determination (see attached). The Development Fee Act allows this course of action.

The current fees are shown in the chart below:

NFPA Class	Impact Fee ($ per square foot)
7	0.275
6	0.355
5	0.355
4	0.460
3	0.585

Attached to this memo are:

1. Resolution To Continue County Fire And Rescue Impact Fees
2. CIAC Letter of Recommendation – October 10, 2013
3. Fire and Rescue Impact Fee Land Use Assumptions (LUA) - 2008
4. Fire and Rescue Impact Fee Capital Improvement Plan (CIP) - 2008
5. Ordinance 1995-04 – An Ordinance Imposing Fire and Rescue Impact Fees
6. Article XII – Capital Impact Fees of Ordinance 1996-10 – Land Use Code

ACTION REQUESTED:

Determination that LAU and CIP need no updating and approval of the resolution to continue County Fire And Rescue Impact Fees

October 10, 2013

Ms. Kathy Holian
Chairperson
Santa Fe County Board of County Commissioners
PO Box 276
Santa Fe, NM 87504-0276

Dear Chairperson Holian,

In 1995, Santa Fe County approved the Fire and Impact Fee Ordinance (Ordinance 1995-7) to create a mechanism for the County to collect funds for capital improvements related to fire, rescue, and emergency medical service provision via an impact fee, a process governed by the New Mexico Development Fees Act (NMSA 5-8-1 et seq). In accordance with this Act, reviews and possible updates of the Land Use Assumptions (LAU) and Capital Improvements Plan (CIP) that support the impact fee are required every 5 years. The most recent reviews are due this month. Further, the Act requires that, as a part of this process, a County Capital Improvements Advisory Committee (CIAC) review the LAU and CIP and file written comments on them with the Board of County Commissioners.

The CIAC has duly met and reviewed the LAU and CIP with staff. Based on the review of these documents and knowledge of the upcoming larger Countywide LAU and CIP studies, the Committee believes that the LAU and CIP for fire impact fees needs no updating at this time, and urges the Board of County Commissioners to support this determination. The Development Fee Act allows this course of action.

The CIAC looks forward to continuing to work with staff in the on-going capital improvement planning process. The CIAC strongly encourages the County to continue with on-going study of countywide land use assumptions and capital planning and to review the Fire Impact fee structure when the new data is available.

Respectfully submitted,

Kathleen Magee

Kathleen Magee
Chairperson
Santa Fe County Capital Improvements Advisory Committee

SANTA FE COUNTY

RESOLUTION NO. 2013-

A RESOLUTION PROVIDING NOTICE OF DETERMINATION NOT TO UPDATE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN OR IMPACT FEES FOR SANTA FE COUNTY FIRE AND RESCUE IMPACT FEES AND ASSOCIATED WAIVER OF REQUIREMENTS OF RESOLUTION 2013-26

WHEREAS, the New Mexico Development Fees Act (NMSA 1978, §§ 5-8-1 et seq) (the "Act"), provides a mechanism for the County to collect funds in unincorporated areas of the County for capital improvements related to fire, rescue, and emergency medical service provision in the County Fire District where the fee is collected;

WHEREAS, Santa Fe County approved Ordinance 1995-04 to collect Fire and Rescue Impact Fees based on the gross covered floor area of development in order to partially fund fire and rescue facilities and equipment, the demand for which is generated by growth in previously designated fire protection districts;

WHEREAS, pursuant to the Act, every 5 years the County must review and make a determination if updates of the Land Use Assumptions (LUA) and Capital Improvements Plan (CIP) that support the impact fee structure is required;

WHEREAS, the Board of County Commissioners (BCC) last reviewed the Fire and Rescue Impact Fee LUA and CIP in October 2008 and determined to maintain the impact fees with no increase or change in the fee structure;

WHEREAS, the latest reviews of the LUA and CIP are due in October 2013;

WHEREAS, pursuant to the Act, as a part of the review process, a County Capital Improvements Advisory Committee (CIAC) must review the LUA and CIP and file written comments on them with the BCC;

WHEREAS, the CIAC met on October 10, 2013, and has filed written comments with the BCC recommending that the LUA and CIP for fire impact fees need no updating at this time, which written comments were reviewed by the BCC;

WHEREAS, the BCC has reviewed the written comments from the CIAC and is now prepared to act on those comments;

WHEREAS, the map attached hereto as Exhibit B accurately depicts the geographic area within which the impact fees shall apply; and

WHEREAS, pursuant to Ordinance 2013-026 resolutions must be placed on an agenda for review and discussion at least one BCC meeting prior to being placed on a BCC agenda as an action item unless that procedure is waived by the BCC.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Santa Fe County as follows:

1. The requirements of Ordinance 2013-026 are hereby waived;

2. No update to the Land Use Assumptions, Capital Improvements Plan or impact fees is necessary at this time.

3. The Notice of Determination Not to Update Land Use Assumptions, Capital Improvements Plan or Impacts Fees, attached hereto as Exhibit A, including the map attached to that Notice depicting the geographic area within which the impact fees have historically been applied and will continue to be applied, shall be published in accordance with the Santa Fe County Land Development Code requirements for noticing change-of-zone requests.

APPROVED, ADOPTED AND PASSED this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS

_____
Kathy Holian, Chairman

Attest:

_____
Geraldine Salazar, County Clerk

Approved as to Form:

_____
Stephen C. Ross, County Attorney

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

NOTICE OF DETERMINATION NOT TO UPDATE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN OR IMPACT FEES

A. On October 29, 2013, at a regular meeting of the Santa Fe County Board of County Commissioners, the Board of County Commissioners of Santa Fe County adopted Resolution 2013- and determined that no change to the land use assumptions, capital improvements plan or impact fees was necessary.

B. The impact fees shall continue to apply in the unincorporated boundaries of the County, as depicted on the map attached hereto and made a part hereof by reference.

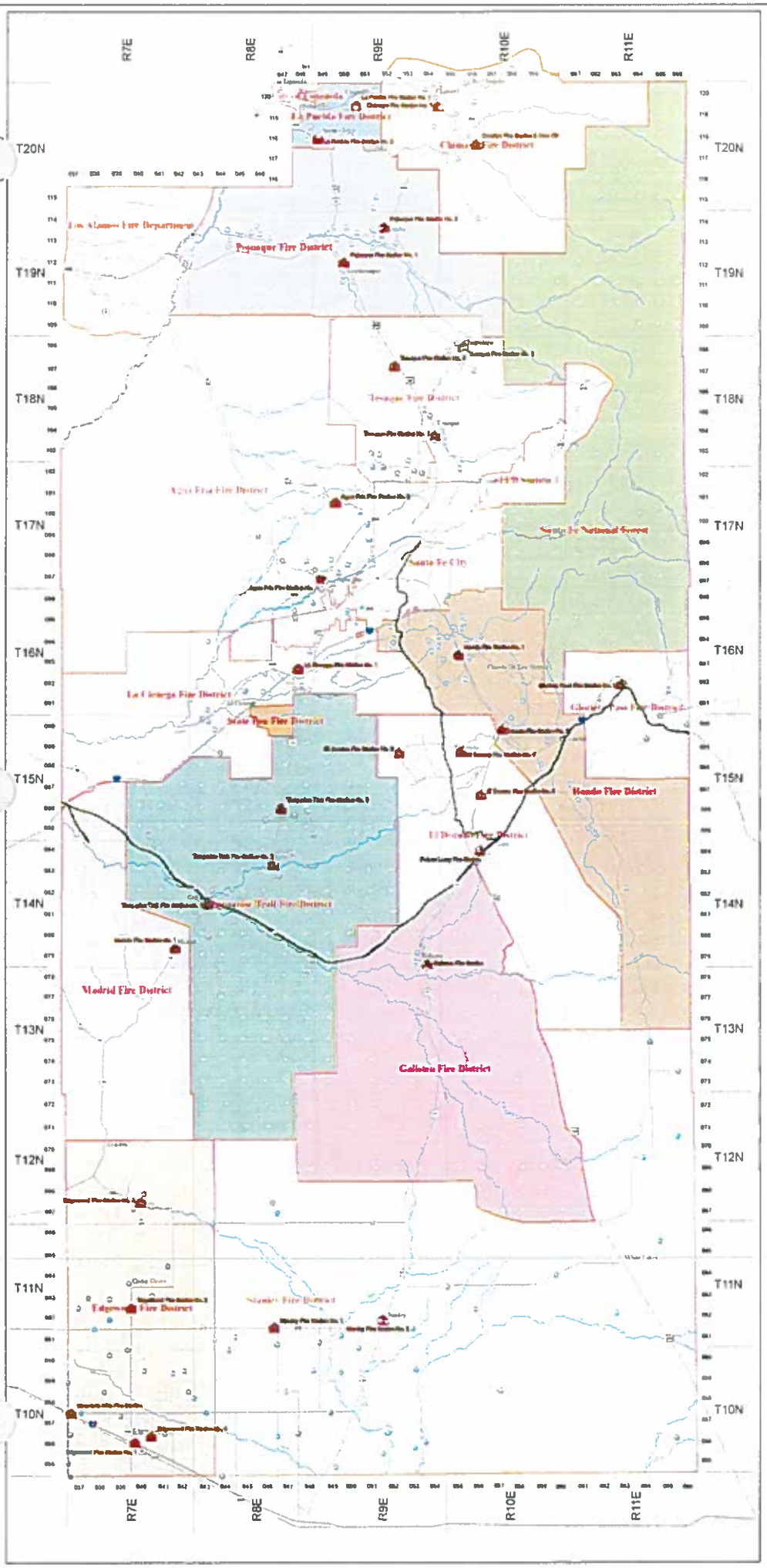
C. If, within sixty days after publication of this Notice, a person makes a written request to the Board of County Commissioners of Santa Fe County c/o Adam Leigland, Director of Public Works at P.O. Box 276, Santa Fe, New Mexico, 87504-0276, requesting that the land use assumptions, capital improvements plan or impact fees be updated, the Board of County Commissioners may accept or reject such request by following the requirements of NMSA 1978, §§ 20 through 35 (the Development Fees Act).

EXHIBIT A

102 Grant Avenue P.O. Box 276 Santa Fe, New Mexico 87504-0276 505-986-6279 Fax: 505-986-6362
www.santafecounty.org

SANTA FE COUNTY

Fire Districts



Legend

- Fire Stations
- Major Roads
- Minor Roads
- Major Streams and Arroyos
- Railroads
- City of Santa Fe Incorporated Area

Fire Districts

- Agua Fria Fire District
- Chimayo Fire District
- City of Espanola
- Edgewood Fire District
- El Dorado Fire District
- Galisteo Fire District
- Glorieta Pass Fire District
- Hondo Fire District
- La Cienega Fire District
- La Puebla Fire District
- Los Alamos Fire Department
- Madrid Fire District
- Pojoaque Fire District
- SFFD Station 1
- Santa Fe City
- Santa Fe National Forest
- Stanley Fire District
- State Pen Fire District
- Tesuque Fire District
- Turquoise Trail Fire District

1 100,000
1 inch equals 1.58 miles

This information is for reference only. Santa Fe County assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy.

Land Use Assumptions

Prepared for:

Santa Fe County Fire and Rescue Department

Prepared by:

Southwest Planning & Marketing
3600 Cerrillos Road, Suite 107
Santa Fe, NM 87507-2696

January 2008

TABLE OF CONTENTS

PART ONE: RESIDENTIAL

Recent Housing Construction

Recent housing construction data have been collected by the City of Santa Fe and Santa Fe County. Al Pitts, a consultant for the Santa Fe County Land Use Department, assembled data for geographic sub regions in the County outside the City Limits. Reed Liming of the City Of Santa Fe Planning and Land Use Department, in a document titled "Santa Fe Trends," assembled City data. The housing data includes mobile home placements as well as site built homes. (Mobile homes are approximately 10 to 20 percent of all new housing in the rural parts of Santa Fe County). **Table 1** (page 10) contains the significant page from the County document, "Net Housing Growth Permitted by Santa Fe County, 1997-2003."

These reports document the amount of growth in locations throughout the County over a seven year period from 1997 to 2003. Table 1 identifies 42 sub regions of the County. To facilitate analysis, SWPM grouped them into major geographic areas: three regions (north, south, and central) and six areas within the central region. **Map 1** (page 11) identifies the statistical sub regions of Santa Fe County.

With this baseline information in hand, SWPM made a series of assumptions about future levels of housing construction.

Total Santa Fe County Housing Construction

New housing construction for all of Santa Fe County from 1997 to 2003 averaged 1327 housing units per year. The amount varied from year to year but the trend was steady. This year, the sales of homes in Santa Fe and nationally is beginning to experience a downturn. But declines in home building here in Santa Fe should be slight and short lived. SWPM expects the total production in Santa Fe County over the six year period from January 1, 2007 to December 31, 2012 to remain comparable to the recent past.

Assumption 1. The annual amount of home construction for the County will continue at its recent pace and average 1327 units for the next six years.

County Share Outside the City

Of the County's increase of 1327 housing units per year from 1997 to 2003, the City of Santa Fe accounted for 587 housing units and Santa Fe County outside the City for 740.

Assumption 2. Compared to the past, future construction of new housing units in the County outside the City will increase slightly and construction within the City will decrease slightly.

Specifically, SWPM assumes that the average annual housing unit distribution for the next six years will be: 542 for the City of Santa Fe and 785 for Santa Fe County outside the City (a total of 1327 new housing units per year).
SWPM examined a projection that was made in a July 2003 report to Santa Fe County, "Santa Fe County Regional Population and Housing Projections: Annual, 2002-2050." While the amount of total County housing growth in that report (in Projection Series A, the Most Likely Future Growth) is basically comparable to the amount SWPM projects, we believe that their distribution between the City and the County outside the City is out of proportion. That projection showed what we believe to be an excessive decline in City housing construction – a decline to 395 units in 2007 and 385 in 2012, while in fact the amounts of City housing permits have been remaining strong at 627 units in 2004, 679 units in 2005, and 654 units in 2006. That projection also showed an excessive increase in the County outside the City – a projection of 824 units in 2007 and 881 units in 2012. To summarize, SWPM projects a slight decline in the City's annual home construction to 542 units and a slight increase in annual home construction outside the City to 785 units.

SWPM also reviewed the projection made by Prior and Associates in the Housing Needs Study, a report to Santa Fe County in November 2004. Their housing forecast for the County outside the City (757 units per year for 2005-2010 and 814 units per year for 2010-2015) is basically comparable to the forecast made here for 2007-1012 (785 units per year).

Past Rates of Sub Regional Growth, 1990-2000

The accompanying map, **Map 2** (page 13), Population Growth by Sub Region, Santa Fe County, 1990-2000, is reproduced from a report to the Regional Planning Authority, "Subregional Population and Housing Estimates: Santa Fe County, 1990 and 2000." The map shows considerable variations in growth rates in the County: some areas have been growing rapidly (primarily in the Regional Planning Area surrounding the City of Santa Fe but also the vicinity of Eldorado and Edgewood); some area have been growing moderately (the northern County and southern County outside Edgewood); and some areas have slow growth rates (notably the City of Santa Fe, where the amount of growth is large but the rate of growth is small).

Stepped up Growth in the Regional Planning Area

Assumption 3. Housing construction will step up substantially in most of the Regional Planning Area.

There are a group of large residential subdivisions in the process of developing or are planned for immediate development in the Community College District and the College District's immediate vicinity. These are Rancho Viejo, Oshara Village, Turquoise Trails by Longford Homes, Great Western Development, and La Pradera in the specific limits of the College District, and San Cristobal Village adjoining the District to the south and Las Soleras adjoining it to the north.

The Regional Planning Area (RPA) was formed in the late 1990s as the joint planning area of the City and County of Santa Fe. The western part of the RPA also contains large subdivisions that are expected to develop in the next six years: Aldea, Las Campanas, Suerte del Sur, Sundance Estates, and Tessera.

Statistically, we assume that the Regional Planning Area (RPA) outside the City will be the only geographic area in the County where the pace of housing construction will increase (from an average annual 378 housing units in 1997-2003 to 451 units in 2007-12). The statistical areas within the RPA that will increase are the RPA West, RPA College District, and RPA Southern Fringe.

Assumption 4. The amount of home construction in all locations outside the Community College District, RPA West and RPA Southern Fringe will remain constant or decrease.

Those locations in the RPA that will remain constant are the Urban Fringe at 75 and RPA North at 67. The South County Region will remain constant at 116 units, although the Village of Edgewood itself will increase. Some locations will decrease slightly: the North County Region from 69 to 63 and Central County outside the RPA from 177 to 158.

Housing Growth Estimates for 2007-2012 by Fire Districts

An important step was taken in order to make accurate forecasts for individual Fire Districts. Southwest Planning and Marketing conferred with local realtors, land developers, and other persons with knowledge of local development conditions – notably Captain Buster Patty of the Santa Fe County Fire Department Prevention Division, Judy McGowan and Joe Catanach of the Santa Fe County Land Use Department, and Al Pitts, demographer and economist consultant to Santa Fe County – and researched the best available existing housing data and projections. The information gathered became an integral part of the six year forecasts of home construction in Santa Fe County, by fire district.

The report "Data Collection for Land Use Assumptions" contains SWPM's detailed assessment of each County's Fire District's development potential. This is attached as an appendix.

Table 2 (page 12) shows average annual housing construction data: new homes permitted by statistical locations in Santa Fe County for the historic period 1997-2003 and the forecast period 2007-12. **Table 3** (page 14) converts average annual data to County Fire Districts and provides six year forecasts. **Map 3** (page 15) identifies the geographic area of County Fire Districts.

As Table 3 shows, the Fire Districts expected to have the most housing construction in the next six years are La Cienega with 1200 units, Agua Fria with 1144 units, Edgewood

with 610 units, Eldorado with 540 units, and Turquoise Trail with 450. Table 3 does not include the Hyde Park area which is not now a Fire District. That area may have 50-90 homes constructed in the next six years. Table 3 includes not only the forecast in housing units but also the forecast in floor area. To do this, the average housing unit size, including garages and portals, was estimated at 1800 square feet.

Summary

The annual amount of home construction for the County will continue at its recent pace. Compared to the past, however, future construction of new housing units in the County outside the City will increase slightly and construction within the City will decrease slightly. Housing construction will step up substantially in most parts of the Regional Planning Area while it will remain constant or decrease in other County locations: the North County Region, the South County Region (but not Edgewood), and the parts of the Central County Region other than the Community College District and the RPA West.

PART TWO: COMMERCIAL

Projections for the Regional Planning Area and Central Santa Fe County

A thorough analysis of the County's commercial growth potential was prepared in September 2003 by the consultant to the County, Al Pitts. He summarized his findings in a group of tables – "Non Residential Floor Space: Santa Fe County, 2002-2020." SWPM selected data from Projection Series A, the Most Likely Growth. That provided us with a summary of the existing non residential floor space (in 2002) and projections of non residential floor space until 2020 for statistical sub regions. We believe these projections are sound for the Regional Planning Area and the central portions of Santa Fe County.

The Pitts projections are the primary basis to assign commercial growth for the time period 2007-2012 for the Regional Planning Area (RPA) and Central Santa Fe County.

SWPM estimates, based on the Pitts projection, that there will be a total of 1.61 million square feet of commercial construction built in the Central Santa Fe County Region from January 1, 2007 to December 31, 2012. The results are shown in **Table 4** (page 16), Commercial Construction in Santa Fe County by Major Statistical Areas, 2007-12.

Description of methodology: SWPM calculated the average annual increase in non residential floor space from Pitts' 2002-2020 projection, which was multiplied by six to obtain the increase for the six year period we are interested in, from 2007 to 2012. The Pitts Report provided data directly for the RPA North, West, College District and Southern Fringe. SWPM had to extrapolate in order to allocate data for the City of Santa and Central County Region outside the RPA.

Projections for the North and South County Regions

Commercial construction has recently stepped up in the North and South Regions of Santa Fe County, specifically in Edgewood and Pojoaque and this commercial activity is expected to continue. This situation became clear after the Pitts report was prepared in 2003. As a result, SWPM has not used the Pitts report for commercial projections in the North and South Regions. Rather:

The basis to assign future commercial growth in the North and South Regions of Santa Fe County is the data gathered in SWPM's inventory - reported in the document "Data Collection for Land Use Assumptions."

SWPM estimates that 500,000 square feet of new commercial floor area will be constructed from January 1, 2007 to December 31, 2012 in the North County Region and 400,000 square feet in the South County Region. These data are included in Table 4 (page 16), Commercial Construction in Santa Fe County by Major Statistical Areas.

The Magnitude of Commercial Construction in the County

In sum, we estimate that in the next six years (2007-12) there will be 2.51 million square feet of new commercial construction for all County Fire Districts; 500,000 square feet in the North County Region, 1,610,000 square feet in the Central County Region, and 400,000 square feet in the South County Region.

The magnitude of commercial construction happening in Santa Fe County is more than what previous Fire Impact Studies had reported. This situation came to light in the inventory conducted by Al Pitts in 2002. That inventory provided documentation that the existing supply of commercial space had been previously under reported. The supply was larger: commercial floor area in 2002 in the County outside the City of Santa Fe was over 7 million square feet (7,016,000), whereas inventories reported in the previous Fire Impact Studies indicated 4,226,000 square feet in 2001 and 5,967,000 square feet in 2006. Of course, numbers in this report utilize the new data.

Commercial Growth Estimates for 2007-2012 by Fire Districts

Table 5 (page 17) lists by Fire Districts the total amount of commercial growth expected from 2007 to 2012 - 2,510,000 square feet. The allocation of commercial growth to local fire districts was based on the best information available; that is current data gathered in SWPM's inventory (in the document titled "Data Collection for Land Use Assumptions") and past analyses (reported in Exhibit 3, Commercial Square Footage by NFPA Class and Fire District Years 2001 and 2006, of the Land Use Assumptions Section of the 2001 Santa Fe County Fire Impact Report).

Based on field survey and conversations with local experts, the amount of commercial construction is increasing in three Fire Districts, Agua Fria, Pojoaque, and Edgewood. A comparison of the estimates for 2001-06 and 2007-12 shows the following increases in commercial activity: Agua Fria Fire District (an increase from 217,000 to 400,000 square feet), the Pojoaque Fire District (an increase from 20,000 to 480,000 square feet), and Edgewood Fire District (an increase from 67,000 to 397,000 square feet). The La Cienega Fire District will continue to have the most commercial growth in Santa Fe County in the next six years,at 1,095,000 square feet. The amount of six year growth in the other Fire Districts will remain the same or slightly less.

Allocation of Commercial Land Use by NFPA Class

The tool most widely used by the Santa Fe County Fire Marshal's Office in classifying land use is the National Fire Protect Act, NFPA 1231. NFPA classifies land use on a scale of 3 to 7 with class 7 having the least fire risk. **Table 5** (page 17) includes commercial construction estimates by fire risk NFPA class. The accompanying Fire Impact Fee Report, Capital Improvement Plan, contains a detailed description of the occupancies found in each class as defined in the NFPA 1231 and a recalculation of fire risk to show "relative fire risk."

PART THREE: LAND USE ASSUMPTIONS BY FIRE DISTRICT

Agua Fria is an area of rapid growth. 1,144 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 400,000 square feet.

Chimayo is an area of low growth. Very few new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 1,000 square feet.

Edgewood is an area of rapid growth. 610 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 397,000 square feet.

Eldorado is an area of moderate growth. 540 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 60,000 square feet.

Galisteo is an area of low growth. 30 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 1,000 square feet.

Glorieta is an area of low growth. 60 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 10,000 square feet.

Hondo is an area of low growth. 120 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 2,000 square feet.

La Cienega is an area of rapid growth. 1,200 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 1,095,000 square feet.

La Puebla is an area of moderate growth. 224 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 19,000 square feet.

Madrid is an area of low growth. 46 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 1,000 square feet.

Pojoaque is an area of low residential growth and rapid commercial growth. 156 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 480,000 square feet.

Stanley is an area of low growth. 10 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 1,000 square feet.

Tesuque is an area of low growth. 120 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 3,000 square feet.

Turquoise Trail is an area of moderate growth. 450 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 40,000 square feet.

The criteria to define low, moderate, and rapid growth are: moderate residential growth fire districts contain more than 200 new homes and rapid residential growth more than 600 new homes; moderate commercial growth contains more than 10,000 square feet of commercial space and rapid commercial growth more than 300,000 square feet of commercial space.

REFERENCES

Housing Growth Permitted by Santa Fe County, 1997-2003.

Housing Needs Study, Central Santa Fe County, Prior and Associates, November 2004.

Non Residential Floor Space: Santa Fe County, 2002-2020. (SWPM selected data from Projection Series A, the Most Likely Growth).

Population and Housing Trends in Santa Fe County, Santa Fe County Regional Population and Housing Projections: Annual, 2002-2050, July 2003. We paid particular attention to the report's Projection Series A, which is called the most likely future growth scenario.

Population and Housing Trends in Santa Fe County, Subregional Population and Housing Estimates: Santa Fe County, 1990 and 2000, January 2004.

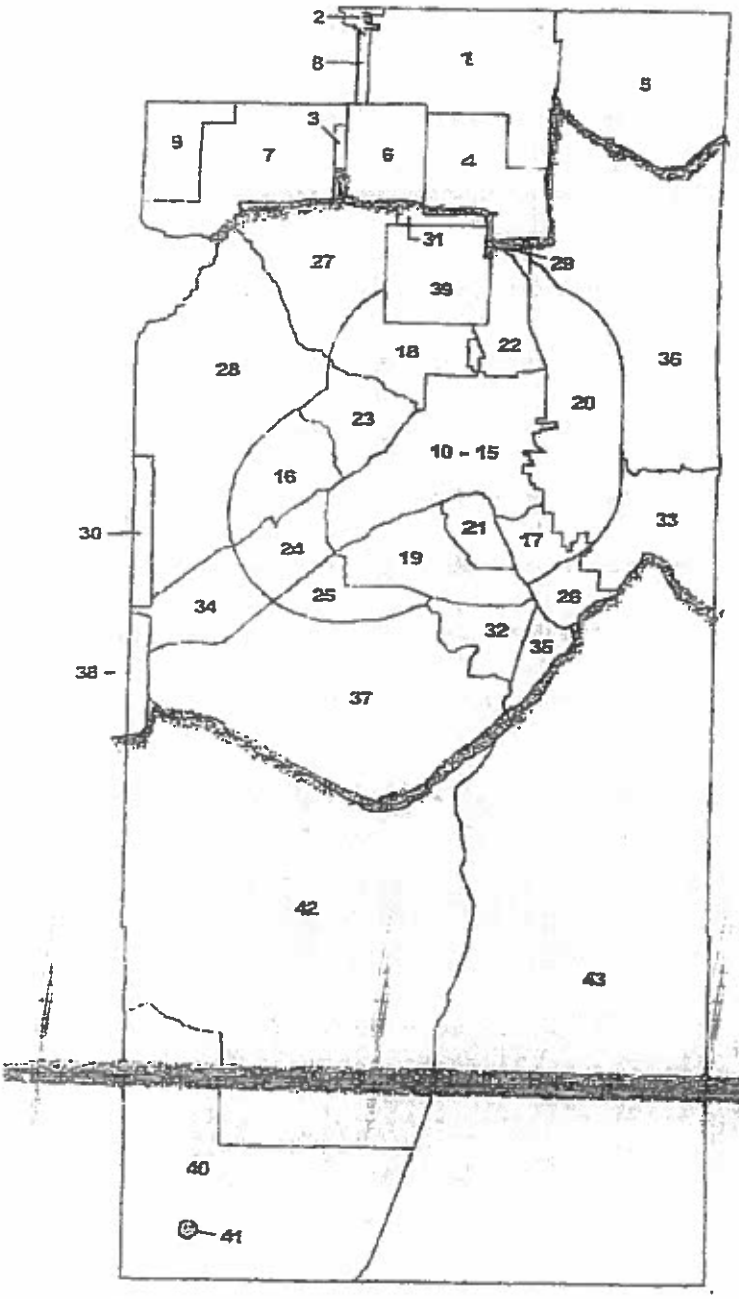
Santa Fe Trends 2007, City of Santa Fe.

STATISTICAL SUBREGION NO.

TABLE 1

TABLE 1. NET HOUSING GROWTH PERMITTED BY SANTA FE COUNTY, 1997-2003

	SUBREGION	SPCOREUN	SFHABZ	SFURBAN	SFRPA	HOUSING UNITS YR1997	YR1998	YR1999	YR2000	YR2001	YR2002	YR2003	AVG ANNUAL UNITS 1997-99	2000-03	1997-2003
0.5	APACHE CANYON	Central Region	Not in EZ	Not in Urban Area	Not in RPA	8	0	0	0	10	0	5	8	8	0
1	ARROYO SECO	North Region	Not in EZ	Not in Urban Area	Not in RPA	39	46	43	28	32	17	22	26	25	30
2.6	BUCKMAN	Central Region	Not in EZ	Not in Urban Area	Not in RPA	3	1	0	0	0	0	0	0	0	0
-	CAJA DEL ORO	Central Region	In Five-Mile EZ	Not in Urban Area	Urban Area	3	0	0	0	1	0	1	0	1	0
2.7	CAJA DEL ORO	Central Region	Not in EZ	Not in Urban Area	Not in RPA	0	0	0	0	0	0	0	0	0	0
2.8	CEDAR GROVE-SAN PEDRO	South Region	Not in EZ	Not in Urban Area	Not in RPA	114	84	77	43	82	33	48	93	44	66
2.8	CHUPADERO	Central Region	Not in EZ	Not in Urban Area	Not in RPA	2	8	7	1	1	2	3	8	2	3
-	CITY (AGUA FRIA AREA)	Central Region	Not in EZ	In Urban Area	Urban Area	0	0	0	1	1	0	0	0	1	0
-	CITY (EAST URBAN FRINGE AREA)	Central Region	Not in EZ	In Urban Area	Urban Area	0	1	3	1	2	5	2	1	3	2
-	CITY (SOUTH URBAN FRINGE AREA)	Central Region	Not in EZ	In Urban Area	Urban Area	0	1	1	0	1	2	3	1	2	1
-	CITY (WEST ALAMEDA AREA)	Central Region	Not in EZ	In Urban Area	Urban Area	1	1	0	1	2	1	0	1	1	1
2.9	COCHITI PUEBLO (Inholding)	Central Region	Not in EZ	Not in Urban Area	Not in RPA	-	0	-	0	0	0	0	0	0	0
3.0	COLYER AVENUE CORRIDOR	Central Region	Not in EZ	Not in Urban Area	Not in RPA	2	0		1	0	1	2	1	1	1
1.1	EAST URBAN FRINGE	Central Region	In Five-Mile EZ	In Urban Area	Urban Area	5	0	6	16	13	14	14	8	14	11
4.0	EDGEWOOD 2000	South Region	Not in EZ	Not in Urban Area	Not in RPA	32	23	18	3	2	1	1	23	2	11
4.0	EDGEWOOD ANNEXATION	South Region	Not in EZ	Not in Urban Area	Not in RPA	24	16	14	3	1	1	2	19	2	9
3.1	ELDORADO	Central Region	Not in EZ	Not in Urban Area	Not in RPA	83	153	113	70	77	83	68	120	72	92
-	ESPANOLA (PORTION IN SF COUNTY)	North Region	Not in EZ	Not in Urban Area	Not in RPA	0	0	0	0	0	0	0	0	0	0
4.2	GALISTEO-STANLEY-CERRILLOS	South Region	Not in EZ	Not in Urban Area	Not in RPA	21	21	19	16	18	8	13	20	13	16
3.2	GLORIETA PASS	Central Region	Not in EZ	Not in Urban Area	Not in RPA	10	9	10	8	8	10	2	11	8	9
1.2	GREATER AGUA FRIA	Central Region	In Five-Mile EZ	In Urban Area	Urban Area	26	33	32	30	19	50	28	30	26	28
1.7	HONDO HILLS	Central Region	In Five-Mile EZ	Not in Urban Area	South Area	8	8	10	3	7	8	3	8	8	8
3	JACONA	North Region	Not in EZ	Not in Urban Area	Not in RPA	2	2	3	2	2	2	3	2	2	2
1.8	LAS TIERRAS	Central Region	In Five-Mile EZ	Not in Urban Area	North Area	28	36	31	24	33	49	47	37	38	38
3.2	LOWER LA CIENEGA	Central Region	Not in EZ	Not in Urban Area	Not in RPA	6	4	3	1	2	4	2	4	2	3
1.3	MUTT HILLS	Central Region	In Five-Mile EZ	In Urban Area	Urban Area	7	10	7	0	10	8	6	8	7	7
4	NAMBE PUEBLO (Inholding)	North Region	Not in EZ	Not in Urban Area	Not in RPA	11	10	10	7	2	0	4	10	3	8
5	NORTHEAST SANTA FE COUNTY	North Region	Not in EZ	Not in Urban Area	Not in RPA	0	0	0	0	0	0	0	0	0	0
2.4	OLD RANCH	Central Region	Not in EZ	Not in Urban Area	Not in RPA	21	18	17	11	27	23	23	18	21	20
6	POJOAQUE PUEBLO (Inholding)	North Region	Not in EZ	Not in Urban Area	Not in RPA	12	14	10	10	8	7	13	12	10	11
7	SAN ILDEFONSO PUEBLO (Inholding)	North Region	Not in EZ	Not in Urban Area	Not in RPA	5	9	12	3	3	0	8	9	4	6
3.6	SAN MARCOS	Central Region	Not in EZ	Not in Urban Area	Not in RPA	25	29	43	23	35	34	28	33	30	31
-	SANGRE DE CRISTO	Central Region	Not in EZ	Not in Urban Area	Not in RPA	0	0	1	0	0	1	0	0	0	0
8	SANTA CLARA PUEBLO (Inholding)	North Region	Not in EZ	Not in Urban Area	Not in RPA	1	0	1	1	0	1	1	1	3	2
1.9	SANTA FE COMMUNITY COLLEGE DISTRICT	Central Region	In Five-Mile EZ	Not in Urban Area	South Area	5	32	120	74	183	135	131	66	123	94
2.0	SANTA FE FOOTHILLS	Central Region	In Five-Mile EZ	Not in Urban Area	East Area	0	0	0	1	1	1	1	0	1	1
-	SANTO DOMINGO PUEBLO (Inholding)	Central Region	Not in EZ	Not in Urban Area	Not in RPA	0	0	0	0	0	0	0	0	0	0
2.1	SETON	Central Region	In Five-Mile EZ	Not in Urban Area	South Area	0	11	15	8	51	37	23	11	28	19
1.4	SOUTH URBAN FRINGE	Central Region	In Five-Mile EZ	In Urban Area	Urban Area	4	4	3	0	7	0	4	4	4	4
4.2	SOUTHEAST SANTA FE COUNTY	South Region	Not in EZ	Not in Urban Area	Not in RPA	13	14	11	7	10	14	8	13	13	13
3.8	TESUQUE PUEBLO (Inholding)	Central Region	Not in EZ	Not in Urban Area	Not in RPA	1	1	0	3	0	1	0	1	1	1
2.2	TESUQUE VILLAGE	Central Region	In Five-Mile EZ	Not in Urban Area	North Area	18	17	19	19	18	18	17	18	18	17
2.3	TRES ARROYOS-WEST LA CAMPANILLA	Central Region	In Five-Mile EZ	Not in Urban Area	West Area	48	70	86	84	64	102	79	70	74	72
7	TRAMWAY	North Region	Not in EZ	Not in Urban Area	Not in RPA	0	0	0	0	0	0	0	0	0	0
1.6	UPPER LA CIENEGA	Central Region	In Five-Mile EZ	Not in Urban Area	West Area	31	33	43	18	27	28	29	35	28	32
2.4	VALLE VISTA	Central Region	In Five-Mile EZ	Not in Urban Area	South Area	2	8	18	8	0	3	5	9	6	8
1.5	WEST ALAMEDA	Central Region	In Five-Mile EZ	In Urban Area	Urban Area	14	8	7	8	9	12	7	10	9	9
	TOTAL	NET HOUSING GROWTH				630	749	819	616	710	700	828	747	684	694
	MINUS: EDGEWOOD					-46	-39	-37	-6	-3	-2	-3	-41	-4	-20
	NET					580	709	829	609	718	764	825	706	680	674
	SUMMARY														
	NEW HOME CONSTRUCTION					17	828	515	942	740	753	648	620	653	741
	LESS: HOUSING LOSSES					-37	-40	-30	-27	-24	-27	-37	-73	-79	-48
	NET HOUSING GROWTH														



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MAP 1

STATISTICAL SUBREGIONS OF SANTA FE COUNTY

NORTH COUNTY REGION

1 Arroyo Seco
2 Espanola (portion in Santa Fe County)
3 Jacona
4 Nambe Pueblo
5 Northeast Santa Fe County
6 Pojoaque Pueblo
7 San Ildefonso Pueblo
8 Santa Clara Pueblo
9 Tesuque

CENTRAL COUNTY (SF Urban Area)*

10 City of Santa Fe
11 East Urban Fringe
12 Greater Agua Fria
13 Moff-Nelson
14 South Urban Fringe
15 West Alameda

CENTRAL COUNTY (Non-Urban Five-Mile EZ)

16 Cerrillos
17 Hondo Hills
18 Los Tiempos
19 Santa Fe Community College District
20 Santa Fe Foothills
21 Galisteo
22 Tesuque Village
23 Tres Arroyos-West Las Campanas
24 Upper La Cienega
25 Valle Vista

CENTRAL COUNTY (Non-Urban / Non-EZ)

26 Apache Canyon
27 Buckman
28 Caja del Rio
29 Chupadero
30 Cochiti Pueblo
31 Cuyamungue Grant
32 Eldorado
33 Glorieta Pass
34 Lower La Cienega
35 Old Ranch
36 Sangre de Cristo
37 San Marcos
38 Santo Domingo Pueblo

SOUTH COUNTY REGION

40 Cedar Grove-San Pedro
41 Edgewood (incorporated)
42 Galisteo-Stanley-Cerrillos
43 Southeast Santa Fe County

* See next facing Map 2.

EZ: Santa Fe Five-Mile Extraterritorial Zone

Table 2			
Average Annual Home Construction in Santa Fe County by Major Statistical Areas			
	Past Trend	**Forecast**	**Comparison**
Geographic Area	Ave. Annual 1997-2003 Permits	Ave. Annual Data	
Total Santa Fe County	1327	1327	equal
City of Santa Fe	587	542	less
County outside City of Santa Fe	740	785	more
County Locations outside City of Santa Fe			
North County Region	69	63	less
South County Region	116	116	equal
Central County Region	555	605	more
Central County non RPA	177	158	less
Central County RPA	378	447	more
RPA Urban Fringe	75	75	equal
RPA North	67	67	equal
RPA West	105	121	more
RPA College District	96	145	more
RPA Southern Fringe	35	39	more
Note: The Central County Region contains the Regional Planning Area (RPA) and locations outside the Regional Planning Area (non RPA).			

MAP 2

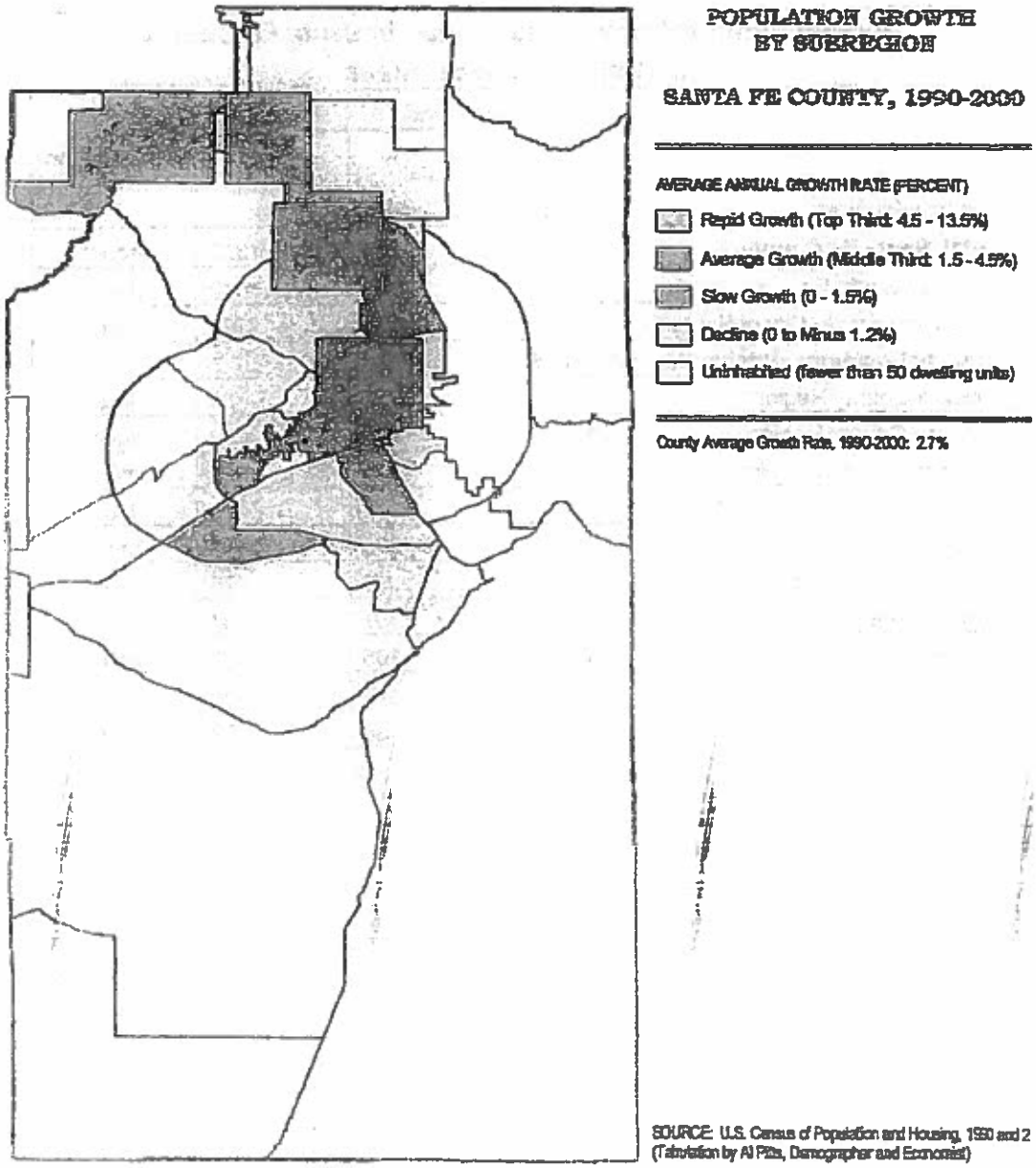
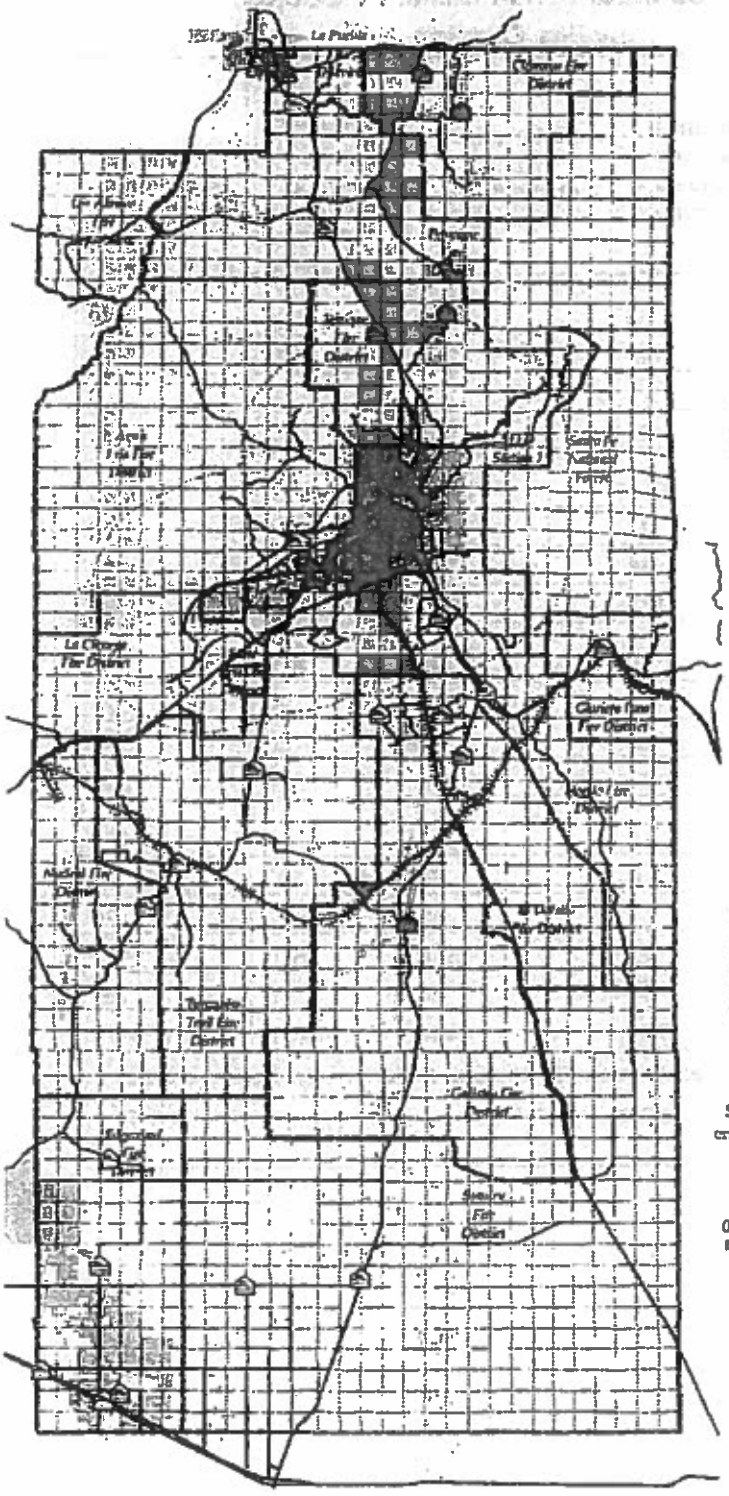

POPULATION GROWTH
BY SUBREGION
SANTA FE COUNTY, 1990-2000
AVERAGE ANNUAL GROWTH RATE (PERCENT)
Rapid Growth (Top Third: 4.5 - 13.5%)
Average Growth (Middle Third: 1.5 - 4.5%)
Slow Growth (0 - 1.5%)
Decline (0 to Minus 1.2%)
Uninhabited (fewer than 50 dwelling units)
County Average Growth Rate, 1990-2000: 2.7%
SOURCE: U.S. Census of Population and Housing, 1990 and 2
(Tabulation by Al Pitts, Demographer and Economist)

Table 3 Home Construction In Santa Fe County by Fire District				
Fire Districts	Historical Average Annual Construction	Historical Six Years Construction (Ave. annual x 6)	Forecast Six Year Period 2007-2012	Forecast Six Year Period 2007-2012
			No. Homes	Sq. Ft. (In 000s)
North Region	69	414	380	680
La Puebla	43	258	224	400
Chimayo	0	0	0	0
Pojoaque	26	156	156	280
Central Region	555	3330	3634	6540
Tesuque	36	216	120	220
Agua Fria	156	936	1144	2050
La Cienega	148	888	1200	2160
Turquoise Trail	39	234	450	810
Hondo	47	282	120	220
Glorieta	16	96	60	110
Eldorado	113	678	540	970
South Region	116	696	696	1250
Galisteo	6	36	30	50
Stanley	7	42	10	20
Edgewood	92	552	610	1100
Madrid	11	66	46	80
TOTAL	**740**	**4440**	**4710**	**8470**

Notes: Historic data covered the years 1997 through 2003. Average housing unit size 1800 square feet., Including garages and portals. Forecasted square feet rounded off to nearest 10.

MAP 3

Santa Fe County Fire Districts



Legend

- Fire District Boundaries
- Fire Stations
- Major Roads
- Minor Roads
- Railroads
- PLSS Sections
- 5 Mile EZ
- Incorporated Areas

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This information is for reference only. Santa Fe County assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy.

0 1.5 3 6 9 12 Miles

SANTA FE COUNTY

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Table 4	
Commercial Construction in Santa Fe County by Major Statistical Areas, 2007-12	
Geographic Areas	**Construction thousands square feet**
North County Region	500
Central County Region	1610
RPA Urban Fringe	334
RPA North	18
RPA West	330
RPA College District	780
RPA Southern Fringe	78
Central County RPA	1540
Central County non RPA	70
South County Region	400
Total Santa Fe County	**2510**

Source: Santa Fe County Report, Non Residential Floor Space: Santa Fe County 2002-20; and SWPM.

Notes:

1. The Central County Region contains the Regional Planning Area (RPA) and non RPA locations outside the Regional Planning Area, primarily Eldorado.

2. Total Santa Fe County data excludes City of Santa Fe.

Table 5						
Commercial Construction in Santa Fe County by NFPA* Classes and Fire Districts 2007-2012 (in thousands of square feet)						
Fire Districts	**Total**	**Class 3**	**Class 4**	**Class 5**	**Class 6**	**Class 7**
North County Region	**500**					
La Puebla	19	2	3	3	10	1
Chimayo	1	0	0	1	0	0
Pojoaque	480	5	15	10	100	350
Central County Region	**1610**					
Tesuque	3	1	0	0	1	1
Agua Fria	400	90	100	30	140	40
La Cienega	1095	40	70	95	390	500
Turquoise Trail	40	2	15	5	15	3
Hondo	2	0	0	0	2	0
Glorieta	10	0	0	0	1	9
Eldorado	60	2	2	4	40	12
South County Region	**400**					
Galisteo	1	0	0	1	0	0
Stanley	1	0	1	0	0	0
Edgewood	397	30	10	10	287	60
Madrid	1	0	0	1	0	0
Total	**2510**					

*National Fire Protection Act

APPENDIX

DA TA COLLECTION FOR LAND USE ASSUMPTIONS

This is a worksheet. The purpose is to provide detailed qualitative estimates for each fire district's future growth. Some but not all of the numbers cited are exact. These data will be used to make projections of future growth for January 1, 2007 to December 31, 2012. The Land Use Assumptions report contains these projections. Part III of that report lists the specific amount of projected growth for the low, moderate and high growth fire districts.

PART ONE: Growth Rates by Fire Districts

Low growth fire districts

Glorieta Fire District

(1) Approved 24 lots, Bob Sherwin.
(2) Prospective 12 ½ acre lots on top of mesa, some of 4 400 acre parcels. Sherwin also.
(3) Approved and building at Glorieta Conference center. Tear a hotel down and build a new one. State Fire involved so maybe no County impact fees.

Hondo Fire District

(1) Talk about old gas station at I 25 and 285 interchange.

Galisteo Fire District

(1) Cook Ranch movie set.
(2) Approved 24 lots and a couple of houses already built, at south end of the fire district.

Madrid Fire District

Businesses opening in existing buildings, no impact fees.

Stanley Fire District

No significant construction.

Hyde Park Area

Not a fire district. No fire impact fees collected. City is nearest responder.
(1) About 116 lots approved and available for development in Summit phase 7& 8 and High Summit. Summit North and Summit South virtually built out.
(2) Ten Thousand Waves plans to expand men's and women's locker rooms.

Chimayo Fire District.

No significant construction.

La Puebla Fire District

(1) Louis Atencio restaurant.

Tesuque Fire District

(1) Opera to build new food service building.
(2) Sangre de Cristo subd virtually built out. Grading on some 15 adjacent lots.
(3) Bishop Lodge over ½ built out of about 50 lots.
(4) Rancho Encantado virtually built out. Small subd 6-7 lots next to R. Encantado.
(5) Tano Road.
(6) Tesuque Pueblo contact is Hutce Miller, 986 6276. The Pueblo has approved a capital outlay to expand the inter-generational center. There are no current plans to expand the casino or build outlying commercial buildings.

Moderate growth fire districts

Eldorado Fire District

The amount of growth in the Eldorado Fire District will be substantial but less than previous growth. For example, Table 1 in the Land Use Assumption Report shows that housing permits taken out in the Eldorado area declined from 93 in 1997 to 56 in 2003. See notes in PART TWO.

Question 100 year water availability.
(1) Commonweal has submitted for final approval of 35 or so lots, with wells and water rights.
(2) Prospective residential: Joe Miller at Av. de Compadres 50 lots need revised master plan. Mcmillan and Sebata 50 lots. 30 – 50 lots Steckler. Rancho Verano by Bransfield. Joe Miller and other large tract south of AT&SF RR tracks.
(3) Joe Miller commercial and residential pending, needs final approval.
(4) Possible expansion of Agora and Crossingham. Alexis another gas station across 285.
(5) Lamy near Legal Tender. Crossingham. 5 residential lots and commercial buildings but renovate museum, and movie theatre and 2 restaurants and more already built. Water extended from Eldorado.

Turquoise Trail Fire District

(1) San Cristobal Village 587 units proposed phase 1 2009-12, absorption 100 per year.
(2) Movie studios in the County Business Park, about 40 to 50,000 square feet. New movie district ordinance approved. Also plans for the Bonanza Creek movie location.
(3) A large subdivision , with large lots on wells, near CR 42 is in the talking stage.

(4) Oil well drilling pays impact fees.
New plan approved for the San Marcos District, at intersection of NM 41 and CR 586.

High growth fire districts

Edgewood Fire District

Residential many small subdivisions and individual lots.
Commercial: the largest square foot Walmart in the US, a 210,000 square foot building was built in Edgewood. Possibility of a Home Depot or other commercial box building next door. See more detailed notes in PART TWO.

Pojoaque Fire District

(1) Pojoaque Pueblo has constructed many buildings since 1995: Cities of Gold Casino 40,000 square feet, adjoining 124 room hotel 6,600 square feet, Pojoaque Visitors Center including the Poeh Museum, restaurants, grocery store and travel center, Pojoaque Butterfly Springs mobile home park and 127 unit apartment complex, and 81 room Homewood Suites Hotel 32,000 square feet.
(2) Development of The Buffalo Thunder Resort was underway in 2007 for almost 400,000 square feet of buildings which include a casino 151,000 square feet, 392 room Hilton Hotel about 150,000 square feet, spa and fitness center 16,000 square feet, meeting room and ballroom 66,000, and retail 12,700 square feet. The Pojoaque Housing Corporation reports that there are no plans to build housing in the near future.
(3) The Nambe Pueblo Development Corp. acquired a parcel on the US 285 frontage road adjoining Buffalo Thunder Resort, on which the immediate plan is to open a travel center and convenience store (about the size of the Pojoaque Pueblo travel center) in early 2008 and later, in the long term, a casino and hotel. A water bottling plant is being built at Nambe Falls. A warehouse has been completed and plant construction is imminent. Building plans are being drawn up for a 200 unit apartment complex at the Pueblo. Contact is Carlos Vigil at 455 0458. The Pueblo Council has plans for a wind farm, which would produce the most energy by wind in New Mexico. A trial tower will be built to gather wind research data during 2008. The Nambe Pueblo Housing Entity plans a 43 lot subdivision. Contact Andrew Martinez.

Agua Fria Fire District

First area in the Agua Fria Fire District, the vicinity of NM 599:
(1) Aldea residential: about 200 approved lots remain. Rapidly building, so 60 plus absorption per year. Aldea commercial: about 180,000 square feet – 88,000 sf in hotel,spa, timeshare casitas; 12,000 in neighborhood services; and another 80,000 sf in commercial space. .
(2) Las Campanas residential about 1000 approved lots not yet built out (of 1717 total lots); last of their subdivision phases submitted; estimated 20 or more units built per year in Las Campanas and 100 per year in the area.
(3) Las Campanas commercial plans to build: spa/clubhouse; large equestrian stables;

and a neighborhood center. The center filed for final plat approval November 2007 is 12 acres, about the size of Rodeo Road neighborhood commercial.
(4) Mattson 16 units approved.
(5) Suerte del Sur Gerald Peters 305 lots negotiating master plan approval.
(6) Tessera 88 units first phase approved and starting to build.
(7) Sena in process of building condos on 24 lots.
(8) Village Plaza 36 units and 75,000 s.f. commercial received master plan approval, with community water and sewer, no need for county water extensions.

Second area in Agua Fria Fire District, north of Camino La Tierra:
(1) 200 plus lots behind Sundance Estates, where Fin del Sendero and Tano Road West meet.
(2) NW Community development inventory recorded 902 units built 1997 to 2006, or 108 per year, and only 46 % of the available lots are built out (1547 built of 3316 lots).

Third Area, Airport Road and Agua Fria Road:
Note City annexation could considerably alter the amount of construction that will happen in the County.
(1) Active commercial development prospects at old Chinese medicine clinic, Southwest Beauty Supply, expansion of Southwest College, lumber yard at Oliver Business Park, Esplanade in front of Country Club Gardens, and storage units at Agua Fria Road and at Country Club Apartments.
(2) Residential: 24 lots near Lopez Lane, residence at Buddhist center, retirement home on Rufina by the school is being built now.

La Cienega Fire District

First area in La Cienega Fire District, east of I 25/Albquerque Highway:
(1) La Pradera 237 residential lots approved, live work commercial.
(2) Las Soleras 2400 residential lots not yet proposed, perhaps 50 per year absorption. Proposed phase 1 in Las Soleras commercial 362,000 s.f. has received master plan approval.
(3) Oshara Village residential 735 lots approved, 110 lots completed so 625 lots available. Absorption 55 per year. Oshara Village commercial phase 1 -136,000 sf.
(4) Rancbo Viejo La Entrada 1250 lots approved, 375 complete, so 875 available. Absorption 120 per year. Windmill mostly developed. Rancho Viejo La Entrada commercial 117,250 sf. Rancho Viejo Business Park 12 lots on Turquoise Trail.
(5) Torres property, at SE corner of I 25 and Richards Avenue, 80,000 sf of commercial.
(6) Turquoise Trail subdivision 512 lots approved, 145 completed, so 367 remain. Absorption 90 in the first year, 30 per year thereafter.
(7) Sonterra 239 units in first phase, absorption may be 30 per year. Project on hold while obtaining water.
(8) Governor Miles Business Park commercial 90,000 sf proposed.
(9) Valle Serena 20 lots approved.
(10) Storage units south of I 25.
(11) Harley Davidson approved next to Santa Fe Brewery.

(12) Lexus car dealership approved across from Newmans Nursery.
(13) Possible Toyota dealership adjacent to Outlet.
(14) Mission Viejo, a church school and residential subdivision on Richards Avenue north of I 25 is not all built out.

Note: the Rail Runner station is very likely to locate somewhere along I 25 in this Fire District.

Second area in La Cienega Fire District, west of I 25/ Albuquerque Highway:

(1) Commercial on west frontage of I 25 includes the PERA building and a large development of storage units just south of the Outlet. An 18 lot commercial subdivision, a hotel and retail, by Komas at n.w. corner of 599 and I 25 seeking final plat approval.
(2) Pojoaque Pueblo owns the Downs Race Track and plans major improvements, for casino, track, and retail.
(3) Residential: Santa Fe Canyon Ranch south of La Cienega village. Master plan on hold. Initially 600 lots reduced about to 300 lots.

PART TWO: ELDORADO AND EDGEWOOD.

Eldorado Fire Department

Eldorado/ Highway 285 six year development potential, Fred Raznick Interview 11.5.07, Fred's cell 577-0143.

Overall residential situation.

- Eldorado Subdivision is virtually built out (2769 lots in Eldorado and 2675 with houses on them).
- The area east of 285 (and north of railroad tracks) is virtually built out.
- There is Commonweal with 965 approved units and a few smaller parcels in other locations south of Eldrorado Subdivision with some potential for development – More on that below.
- Little is under construction now in the entire area, perhaps less than 25 houses.
- Home sales have declined for the last two years for the entire area, about 10-15% per year.
- Features that have been important to Eldorado's market attractiveness in the past have diminished: affordable houses, and retiree and young family clients (Eldorado elementary school enrollment had declined from about 600 students 3 to 4 years ago to about 515 students this year).
- County thinks there are some 2000 lots available to develop. Fred thinks 1300-1400 lots.
- In addition to an uncertain local and national economy, the area is facing two deterrents to growth: (1) uncertain water; and (2) law suits.

Water situation.

- The County lifted the water moratorium. However, there is a question whether the area has a 100 year water supply as required by County Code. County says there is no proof of a 100 year supply. (Steve Wurst County would be a contact). The Eldorado Area Water & Sanitation District (EAW&SD) says there is 100 year supply and we're an official agency. (Dana Simmons contact). Lawsuit in the making (#1 by my count).
- EAW&SD wants to expand their water system. There is a question whether that will happen and it probably won't happen soon. The community chose to "control their own fate" and acquire the water system and now rates have gone up. There is "a revolt" about that. Not a good time to expand, but it could happen within six years.
- Someday a County Regional Water System may extend water to the area. Quite unlikely in six years. Commonweal would like County water. Canoncito needs water too. "Wheeling water:" County water would be extended through the Eldorado water lines.

Residential potential in the next six years. (Look at accompanying map)

- Commonweal (Ted Harrison a contact) has water rights and may drill wells for some development. But Fred thinks developers generally don't want to set up their own water system and would prefer to tie into the EAW&SD or County system.
- None of the following have been approved:
- Joe Miller has land at Avenida de Compadres which is one half a master planned area. County says he needs new master plan because it is only one half. Potential law suit (#2). Some 50 2 ½ acre lots.
- Another some 50 lots, this time 12 ½ acre lots, across Avenida de Compadres, McMillan and Sebata.
- Some 30-50 lots Steckler near Spur Ranch Road.
- Rancho Verano. Bransfield. Near south of Las Nubes.
- Joe Miller and others have a large tract south of AT&SF railroad tracks and east of 285.

Commercial potential. (See map).

- Joe Miller and Ron Sebasta, north of Avenida Vista Grande on east side of 285. Commercial and single family residential. Potential law suit with County (#3).
- There are two existing locations at Avenida Vista Grande -Agora and the Brumby restaurant area. Both have land available for expansion. Right now there are vacancies in the existing buildings in both locations.
- Sotheby, Coldwell Banker, and Prudential Real Estate firms are pulling their local Eldorado offices.
- Small commercial area Alma Drive built out.
- Coughlin at Spur Ranch Road wants multi family and commercial.

Edgewood Fire Department.

Interview with Karen Mahalick, Town of Edgewood Planning and Zoning Administrator. (505) 286 4518.

Virtually all potential residential and commercial development in this area is within the Town of Edgewood town limits.

Campbell Ranch: The Ranch was annexed in 2002. No development yet. 8,000 acre predominantly in Bernalillo County. The Ranch will submit a preliminary plat for 100 lots in December 2007, as a test case. No water, sewer, fire, police services in place. No fire and emergency service agreements in place.

Residential subdivisions are booming in Edgewood.

Residential north: One acre lot residential subdivisions are happening in the northern area, along NM 344 in the Entramosa Water Service Area (which is one of three private water companies that serve Edgewood). Pueblo Artesanos 65 one acre lots, approved and breaking ground. Cheyenne Estates 85 lots in the works. Questrian Estates 85 lots waiting.

Residential south of Interstate 40: Joe Boyden's Windmill Ranch Subdivision at Torrance County line. Model homes almost entirely sold out.

Residential north of Interstate 40 and West of Horton Road: Coyote Crossing Subdivision 35 1 to 1 .5 acre lots. Only two sold so far. Hilltop Estates 40 lots, averaging 1.6 acres, waiting approval. Stone Mountain Estates 202 acres, with 2 acre lots was annexed June 2007 not yet zoned.

Residential east of NM 344: Venus Ridge Subdivision Phase Two has infrastructure work going on for 80 lots. Saddle Ridge is a 43 acre, one acre lot subdivision preparing model homes soon . The Sandia Airpark Subdivision has 60 lots on 120 acres. Preliminary plat approval has almost expired. Developers looking for financial backing before making road and fire hydrant improvements.

Potential residential subdivision by Suntex, with ¼ acre lots behind Walmart. Talking 800 lots, likely a lot less.

Commercial. Walmart opened with a 210,000 square feet building. Location is one mile north of I 40, in the NM 344 corridor. Home Depot, Lowes and many other businesses are interested in the area. There is some room on the Walmart 10 acre parcel and there are two large parcels now zoned agriculture in the vicinity of Walmart, which could be rezoned. Hunter Lumber is planning to expand.

Edgewood has lots of potential for future growth. What will happen in the next six years is very difficult to estimate. The town council doesn't know how to say no. But what can happen is "infrastructure driven," a question of obtaining water rights and extending water and sanitary sewer service.

Zoning map on Edgewood's web site: www.edgewood-nm.gov. Edgewood Comprehensive plan at Middle Rio Grande COG.

Capital Improvement Plan

Prepared for:

Santa Fe County Fire and Rescue Department

Prepared by:

Southwest Planning & Marketing
3600 Cerrillos Road, Suite 107
Santa Fe, NM 87507-2696

January 2008

INTRODUCTION

The County of Santa Fe adopted a Fire and Rescue Impact Fees Ordinance in 1995 (Ordinance 1995-7). The ordinance allowed the County to establish a mechanism to collect funds for needed capital improvements for emergency services – fire, rescue and emergency medical – from those parties responsible for generating the need for the new improvements.

The Intent and Purpose portion of the County ordinance states: "This Ordinance is intended to assess and collect an impact fee in an amount based upon the gross covered floor area of both nonresidential and residential development in order to finance fire and rescue facilities and equipment, the demand for which is generated by development in designated service areas. The Commission intends to impose impact fees within the entire unincorporated areas of the County…The County is responsible for and will meet all fire and rescue capital improvement needs associated with existing development within the unincorporated areas of the County. Only capital improvement needs created by new development in the designated service areas will be met by impact fees."

This project report is an update of the reports, *Land Use Assumptions* and the *Capital Improvement Plan* most recently prepared for the County in 2002. An update approximately every 5 years is a requirement of the New Mexico Development Fees Act.

Capital improvements identified in this report are attributable to growth between 2007 and 2012. Some of these costs will need to be paid by fire impact fees. Other capital improvements, for maintenance and replacement of out of service equipment, may not be financed by fire impact fees.

ORGANIZATION OF THE REPORT

The report is organized as follows:

- The case for a regional approach to the collection and distribution of fire impact fees
- Allocation of existing land use by NFPA Class and Relative Risk
- Calculation of costs for existing capital improvements and improvements needed to meet MLOS
- Calculation of conversion rates
- Determination of future capital improvement needs and costs
- Capital Improvement Plan by fire district 2007-2012
- Other Sources of funding
- Exhibits 1 - 8

I. ALLOCATION OF EXISTING LAND USE BY NFPA CLASS AND RELATIVE RISK (See Exhibit 1)

1. NFPA Fire Risk Categories are used to Classify Land Use

The tool most widely used by the Santa Fe County Fire Marshal's Office in classifying land use is the National Fire Protection Act, (NFPA) 1231.* NFPA classifies land use on a scale of 3 to 7 with class 7 having the least fire risk. Residential uses are included in class 7.

Classification of risk by NFPA relates to the usage and construction material of structures. Because of this, some structures are inherently riskier than others and therefore place a higher proportionate burden on fire and rescue vehicles and stations. In order to compensate for this, NFPA classes were utilized to classify existing commercial and industrial structures.

The following is a description of the classes as defined in the NFPA 1231, along with a *partial* list of the types of uses found in each class.

<u>Class 3 – Severe Hazard</u>

"Occupancies in this classification shall be considered SEVERE HAZARD OCCUPANCIES, where quantity and combustibility of contents are very high. Fires in these occupancies can be expected to develop very rapidly and have high rates of heat release." Usage examples include:

Hay Bale Storage
Straw Bale Storage
Explosives Storage
Wood Chip Storage
Lumber Yards
Aircraft Hangars

<u>Class 4 – High Hazard</u>

"Occupancies in this classification shall be considered HIGH HAZARD OCCUPANCIES, where quantity and combustibility of contents are high. Fires in these occupancies can be expected to develop rapidly and have high rates of heat release." Usage examples include:

Mercantiles, Groceries, Video
Covered Malls, Strip Malls
Repair Garages, Woodworking Shops
Building Materials
General Storage

* The Santa Fe County Fire Department uses (NFPA) 1231 which has subsequently been updated and is now referred to as (NFPA) 1142

Class 5 – Moderate Hazard

"Occupancies in this classification shall be considered MODERATE HAZARD OCCUPANCIES, where quantity and combustibility of contents are moderate and stockpiles of combustibles do not exceed 12 feet in heights. Fires in these occupancies can be expected to develop quickly and have moderately high rates of heat release." Usage examples include:

Machine Shops
Plant Nurseries
Restaurants
Laundries
Unoccupied Buildings
Farm Storage

Class 6 – Low Hazard

"Occupancies in this classification shall be considered LOW HAZARD OCCUPANCIES, where quantity and combustibility of contents are moderate and stockpiles of combustibles do not exceed 8 feet in heights. Fires in these occupancies can be expected to develop at a moderate rate and have moderate rates of heat release." Usage examples include:

Beauty Salons/Barber Shops
Churches
Doctor's Offices
Foundries
Post Offices
Gas Stations

Class 7 – Light Hazard

Occupancies in this classification sball be considered LIGHT HAZARD OCCUPANCIES, where quantity and combustibility of contents are low. Fires in these occupancies can be expected to develop at a relatively low rate and have low rates of heat release." Usage examples include:

Residential
Hotels/Motels/Bed and Breakfasts
Fire Stations
Schools
Business Offices
Prisons

2. Land Use is Recorded by NFPA Class

Tables 3 and 5 of the *Land Use Assumptions* report provide estimates of the number of housing units and square footage of commercial uses in 2007. Housing units were also converted to square feet so that residential and commercial data are quantified comparably.

The average housing unit size (1,800 square feet including garages and portals) was determined through discussions with architects, builders, mobile home dealers, and Santa Fe County Land Use and Planning staff.

The amount of residential land use shown in Exhibit I, column 2 of this report, was derived by multiplying the average housing unit size of 1,800 square feet by the number of housing units in Santa Fe County fire districts in the year 2007. (27,466 units, as reported by the U.S. Census Bureau, American Community Survey)

3. Relative Fire Risk is Shown for Each NFPA Class

In determining relative fire risk, the lowest numbered class, class 3, has the highest risk, as determined by the NFPA. Risk was determined by dividing the number of the class into 1.0. We then expressed the relative risk of each class as a factor of the risk of Class 7, which we defined as 1.000. These results are shown below:

Class	Risk	Relative Risk
7	.143	1.000
6	.167	1.167
5	.200	1.400
4	.250	1.750
3	.333	2.333

These relative risk factors will be applied to the number of square feet by NFPA class to determine how existing fire units (stations and vehicles) should be allocated by class.

4. Existing Land Use is Recalculated Based on Relative Risk

Square footage of land use in column 4 is recalculated by multiplying the relative risk in column 3 by square footage in column 2. Column 5 shows the proportionate share of total square footage for NFPA class; class 4, for example, comprises 1 percent.

II. CALCULATION OF COSTS FOR EXISTING CAPITAL IMPROVEMENTS AND IMPROVEMENTS NEEDED TO MEET MLOS (See Exhibits 2, 3 and 4)

1. Minimum Level of Service (MLOS)

Fire districts are rated by the Insurance Services Office (ISO) for insurance purposes on a scale of 1 to 10 with 1 being the highest and 10 the lowest. A district rating of 1 indicates an urban area with a sound municipal water system and ample vehicles and stations to accommodate the district population; a rating of 10 indicates a rural area with no community water system, inadequate equipment, and no stations. In order to simplify the determination of vehicle and station improvements that are attributable to growth versus inadequacies, it was necessary to develop a minimum service level.

The Santa Fe County Fire Administration has determined that a reasonable minimum level of service (MLOS) is the equipment and station equivalent of an ISO rating of 7/9. This indicates a rating of 7 in the more densely developed portions of rural areas and a rating of 9 in the less densely developed portions of rural areas. This rating is the *minimum* required LOS; a district may have a higher ISO rating. The ISO rating of 7/9 is not dependent on a community water system.

It is the goal of the Santa Fe County Fire Department that all County Fire Districts receive an official ISO rating of 7/9 or better. While determination of ISO ratings is often subjective and dependent largely on the unique circumstances of each district, an ISO rating of 7/9 generally requires that, in addition to a station, the district be in possession of an engine, a tanker with tanker-shuttle capabilities, and a rescue vehicle. All districts are expected to maintain the MLOS and will utilize traditional and non-traditional sources of financing to do so.

2. An Inventory of Current Capital Improvements and Capital Improvements Required to Meet MLOS is Conducted.

An inventory of fire apparatus and fire stations for each County fire district was conducted which included both existing apparatus and stations and those needed to meet MLOS. The final data has been assembled in Exhibits 2 and 4.

Exhibit 2 documents the numbers of vehicles (or apparatus) – engines, tankers, brush trucks, ambulances, rescues, aerial/quints and storage tanks with pumps – that are needed for each fire district.

Exhibit 4 covers fire stations by district. The exhibit shows square footage of existing and needed stations, as well as needed additions, remodeling and replacements.

3. Costs are Calculated

Exhibit 3 identifies the capital costs for existing vehicles and for vehicle deficiencies and replacements. Exhibit 4 identifies capital costs for existing and needed fire stations. Apparatus costs per unit are based on current capital improvement costs, which are

$250,000 per engine, $135,000 per tanker, $101,000 per brush truck, $200,000 per ambulance, $200,000 per rescue vehicle, $750,000 per aerial/quint and $50,000 per storage tank with pump. These costs are for the apparatus only and do not include necessary equipment to place a unit in service.

Fire station costs are based on current costs, which are $200 per square foot for new regional main stations and for new substations and $100 per square foot for renovation of existing structures, replacements or additions. Renovation costs are based on specific costs experienced by the department.

Data from Exhibits 3 and 4 reveal that the current County fire Department inventory is valued at $26,006,000.

Vehicles	$15,365,000
Stations	10,641,000
Total	$26,006,000

District Deficiencies:
Costs to continue to operate at a minimum level of service:

Vehicles	$7,969,000
Stations	4,334,400
Total	$12,303,400 *

Administrative Deficiencies:
There will also be deficiencies in the administrative vehicle inventory; three service vehicles are needed at a total cost of $225,000. The current administration building will need an annex at a cost of $2.5 million. Total cost estimate: $2,725,000.

Regional Deficiencies:
Training buildings are out of compliance. Four buildings will be needed to serve the County's regions at a total cost of $800,000. The Santa Fe County Fire Department envisions the construction of a County training center in the future.

Current administrative and regional needs require a minimum of $3,525,000 in additional capital funding.

In addition, water distribution system upgrades, such as hydrants and pumps that meet commercial fire flow requirements, will be needed in areas of the County that have grown largely as a result of lot splits. These costs average $1,800-$3,500 per unit. It is possible for a percentage of fire impact fees collected to be set aside and reserved to cover these needs as they arise on a case-by-case basis.

* Costs are calculated in 2007 dollars and do not take cost increases into account for future years

III. CALCULATION OF CONVERSION RATES (See Exhibit 5)

Conversion rates show how many capital improvements are needed to meet MLOS. The needs are obtained from existing residential and commercial land use weighted by relative risk (Exhibit 1), existing and needed number of vehicles (Exhibit 2) and square footage of fire stations (Exhibit 4).

Conversion rates shown in Exhibit 5 will be used to convert forecasts of land use growth to estimates of future capital improvement needs.

1. Conversion Rates for Vehicles are Calculated

Two steps are used to calculate the conversion rates for vehicles. First, column 3 of Exhibit 5 shows the total number of existing and needed vehicles as 144 (obtained from Exhibit 3). The allocation of the 144 vehicles between residential and commercial is arrived at by using column 2, proportionate share of existing land use (obtained from Exhibit 1).

Second, vehicle conversion rates are obtained by using the number of occupied housing units in the County (27,446) and dividing by column 3, the number of vehicles existing and needed (138). Commercial use conversions are obtained by dividing the square footage by the number of vehicles needed.

2. Conversion Rates for Fire Stations are Calculated

The procedure to derive conversion rates for fire stations, is similar to the one used for vehicles. In column 5, the total square footage for existing and needed fire stations in the County fire districts, 155,322 square feet (obtained from Exhibit 4) is distributed by using column 2, proportionate share of land use. Residential uses account for 146,003 square feet and commercial uses for 9,319 square feet.

In column 6, the numbers of existing and needed fire stations are determined by dividing column 5, square footage in stations, by the average station size. The current average station size is 3,612 square feet.

In column 7, station conversion rates are obtained by dividing land use square footage (weighted by relative risk) in column 1 by the number of occupied housing units in the County and dividing by column 6, the number of stations existing and needed (40). Commercial conversion is obtained by dividing the square footage by number of stations needed (3).

IV. DETERMINATION OF FUTURE CAPITAL IMPROVEMENT NEEDS AND COSTS (See Exhibits 6 and 7)

In this section, forecasts of land use growth from 2007 to 2012 are converted to estimates of future capital improvement needs. The method to finance these necessary capital improvements which are specific to growth in each fire district will be, at least in part, through fire impact fees.

1. The Need for Vehicles and Stations is Calculated Based on Commercial Land Use Forecasts

Table 5 of the *Land Use Assumptions (LUA)* report documented the expected growth of commercial land use from 2007 to 2012, 2,510,000 square feet, and the growth for each fire district. This is shown in column 1of Exhibit 6. Exhibit 5 of the *LUA* report also shows the expected commercial growth by NFPA class. Column 2, Exhibit 6, is calculated by applying the relative risk factors to the *LUA* Table 5 projections.

Column 3, Exhibit 6 shows that, as a result of commercial growth, the County fire districts will need 8 vehicles, 4 in La Cienega, 2 in Agua Fria, and one each in Edgewood and Pojoaque. The numbers are obtained by dividing the commercial square footage in column 2 by the conversion rate of column 7, Exhibit 5.

Column 4 of Exhibit 6 shows one new fire station is needed in La Cienega.

2. The Need for Vehicles and Stations is Calculated Based on Residential Land Use Forecasts

This procedure for residential uses is very similar to the one just described for commercial uses. Table 3 of the *LUA* report provided data on residential growth from 2007 to 2012 for each fire district. This is shown in column 5, Exhibit 6. Then needed vehicles are calculated by dividing column 5 by the conversion rate in column 4 of Exhibit 5. Stations needed are calculated by dividing column 5 by the conversion rate in column 7 of Exhibit 5. Total needs from residential growth are 22 vehicles and 4 stations.

3. Costs of Capital Improvement Needs are Determined

In columns 1 and 2 of Exhibit 7, capital needs are based on both residential and commercial uses are added. In sum, the expected needs in the next six years are five fire stations and thirty vehicles.

Average vehicle costs, used in column 3, are obtained from data in Exhibit 3. Average fire station costs, used in column 4, are obtained by multiplying the average sub station size, 2,550 square feet, by $200 per square foot for new stations.

Capital improvement needs for fire districts over the next six years, from 2007 to 2012, are expected to cost:

Vehicles:	$7,225,710
Stations:	2,550,000
Total	$9,775,710

Administrative and regional capital improvement needs for the next six years are expected to cost:

Vehicles:	$ 225,000
Annex:	2,500,000
Stations:	4,800,000
Total:	$7,525,000

Total fire district, regional and administrative capital needs from 2007 to 2012 equal $17,300,710. Fire impact fees are expected to finance at least part of these costs.

How do the capital improvement needs for the next six years - $17 million or so – or an annual average of approximately $2.8 million – compare to impact fees that have been collected in recent years? Total impact fees collected from Fiscal Year 1996 to Fiscal Year 2000 were $2,865,830 (annual average: $573,165). The total impact fees collected in Fiscal Year (June) 2007 were $739,531. As of November 8th, 2007, (FY 2008, which ends in June) there was a remaining balance of $2,548,701.

V. CAPITAL IMPROVEMENT PLAN BY FIRE DISTRICT 2007-2012

This section contains a description, for each fire district, of residential and commercial growth as well as capital improvements and capital improvement costs generated by that growth. These figures are based upon the conversion rates in Exhibit 5. County Fire Administration staff must evaluate the best time to make the necessary investments, based on the actual pace of growth and competing needs.

Agua Fria: The number of housing units in this district is projected to grow by 1,144 from 2007 to 2012. Commercial space is estimated to increase by 400,000 square feet. Based on this growth, Agua Fria will require 8 additional vehicles and 2 new substations at a total cost of $3,371,656.

Chimayo: Very few new homes are expected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 1,000 square feet. The district will not require additional vehicles or stations however; an apparatus bay is needed for a total cost of $201,000.

Edgewood: The number of housing units in this district is projected to increase by 610 from 2007 to 2012. Commercial space is estimated to increase by 397,000 square feet. The district needs 4 vehicles at a total cost of $963,428. (Growth projections for the Edgewood District include those areas within the Town of Edgewood, which contracts separately with the Santa Fe County Fire Department for emergency services).

Eldorado: 540 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 60,000 square feet. The district will require 3 new vehicles at a total cost of $722,571.

Galisteo: The number of housing units is expected to grow by 30 and commercial space estimated to increase by 1,000 square feet. The district will not require any new vehicles or station improvements.

Glorieta: The number of housing units is expected to increase by 60, and commercial space by 10,000 square feet. The district will not require additional vehicles or stations.

Hondo: 120 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 2,000 square feet. The district will not require any new vehicles or station improvements.

La Cienega: 1,200 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 1,095,000 square feet. The district requires 10 new vehicles and three stations at a total cost of $4,575,770.

La Puebla: 224 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 19,000 square feet. The district requires 2 additional vehicles at a total cost of $481,714.

Madrid: 46 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 1,000 square feet. The district will not require any new vehicles or station improvements.

Pojoaque: 156 new homes and an increase of 480,000 square feet of commercial space are projected from 2007 to 2012. The district requires 1 additional vehicle at a cost of $240,857.

Stanley: 10 new homes and an increase of 1,000 square feet of commercial space are projected from 2007 to 2012. The district will not require any new vehicles or station improvements.

Tesuque: 120 new homes and an increase of 3,000 square feet of commercial space are projected from 2007 to 2012. The district will not require vehicles or station improvements.

Turquoise Trail: 450 new homes are projected to be constructed from 2007 to 2012. Commercial space is estimated to increase by 40,000 square feet. The district will require 2 additional vehicles at a total cost of $481,714.

VI. OTHER SOURCES OF FUNDING (See Exhibit 8)

The first potential source of revenue to meet these capital improvement needs is the ¼% Fire Tax Fund. A restrictive tax, this fund provides the Santa Fe County Fire Department with revenue on an annual basis. The monies are obtained from an excise tax on Santa Fe County gross receipts. For Fiscal Year 2007, $1,758,012 was collected. This tax is due to sunset as of December 2008 and needs to be renewed by voter referendum in November. Even if renewed by voters, a six month loss of revenue will occur from January to June 2009. The funds are needed to continue to ensure a revenue source to pay off future revenue bonds.

A $2.2 million Fire Revenue Bond that was purchased in October 1998 has been paid off. There is a future need for a $3 million revenue bond that is tied to the five year plan, as well as the CIP, to cover costs for apparatus and replacement costs, that by statute cannot be purchased using Impact Fees.

A General Obligation Public Safety Bond in the amount of $4.5 million that was approved by voters in November 2000 has already provided a Public Safety Building, and Regional Emergency Communications Center (RECC) communications equipment.

The State Fire Fund and Emergency Medical Services Fund provide revenues on an annual basis. The EMS funds are distributed by formulas that dispense a given amount for the service provided, usually based on the number of personnel, their level of training and the level of service provided (BLS, ILS, or ALS). The State Fire Funds are distributed by formula based on the number of main stations and sub stations. For Fiscal Year 08 (which ends in June 2008), the County Fire Department will receive $1,479,833 of State Fire Funds and $112,102 of EMS Funds. (See Exhibit 8 for allocation by fire district.)

The new ¼% Gross Receipts Tax for Emergency Communications and EMS is a restrictive tax and expected to generate $7 million per year. Funding is primarily used for personnel expenses, benefits and salaries, as well as for RECC.

EXHIBIT 1				
ALLOCATION OF EXISTING LAND USE				
BY NFPA CLASS AND RELATIVE RISK				
2007				
1	2	3	4	5
NFPA Class	Land Use Square Footage	Relative Risk By NFPA Class	Land Use Square Footage Weighted by Relative Risk	Proportionate Share
Class 7				
Residential	49,438,800	1.000	49,438,800	94%
Commercial	976,000	1.000	976,000	2%
Class 6	986,000	1.167	1,150,662	2%
Class 5	160,000	1.400	224,000	0%
Class 4	216,000	1.750	378,000	1%
Class 3	172,000	2.333	401,276	1%
Total	51,948,800		52,568,738	100%
Commercial Total	2,510,000		3,129,938	6%
Source: Southwest Planning & Marketing, 2007				

EXHIBIT 2

INVENTORY OF EXISTING AND NEEDED VEHICLE CAPITAL IMPROVEMENTS SANTA FE COUNTY 2007

District	*Type of Vehicle*	*Existing*	*Deficiencies*	*Replacement*
Agua Fria	Engines	2	1	1
	Tankers	2		
	Brush Trucks	2		
	Ambulances			
	Rescues	1		
	Storage Tanks With Pumps			
Chimayo	Engines	2		1
	Tankers	2		
	Brush Trucks	1	1	
	Ambulances			
	Rescues	1		
	Storage Tanks With Pumps			
Edgewood	Engines	4		2
	Tankers	4		1
	Aerial/Quint		1	
	Brush Trucks	3	1	1
	Ambulances	2		2
	Rescues			
	Storage Tanks With Pumps			
El Dorado	Engines	3		1
	Tankers	2		1
	Brush Trucks	1		
	Ambulances	2		1
	Rescues	1		
	Storage Tanks With Pumps			
	Aerial/Quint	1		
Galisteo	Engines	1		
	Tankers	1		
	Brush Trucks	1		
	Ambulances			
	Rescues	1		1
	Storage Tanks With Pumps			
Glorieta Pass	Engines	2		1
	Tankers	2		
	Brush Trucks	1		
	Ambulances			
	Rescues	1		
	Storage Tanks With Pumps			
Hondo	Engines	2		
	Tankers	2	1	
	Brush Trucks	2		
	Ambulances	1		
	Rescues	1		
	Storage Tanks With Pumps			

Exhibit 2, continued

La Cienega	Engines	2		
	Tankers	2		
	Brush Trucks	2		
	Ambulances			
	Rescues	1		
	Storage Tanks With Pumps			
La Pueblo	Engines	2		1
	Tankers	2		1
	Brush Trucks	1		1
	Ambulances			
	Rescues	1		1
	Storage Tanks With Pumps			
Madrid	Engines	1	1	
	Tankers	1		
	Brush Trucks	1		1
	Ambulances			
	Rescues	1		1
	Storage Tanks With Pumps			
Pojoaque	Engines	3		2
	Tankers	2	1	
	Aerial/Quint		1	
	Brush Trucks	2	1	
	Ambulances	1		1
	Rescues	1		1
	Storage Tanks With Pumps			
Stanley	Engines	2	1	
	Tankers	2		1
	Brush Trucks	2		
	Ambulances			
	Rescues	1		
	Storage Tanks With Pumps			
Tesuque	Engines	3		1
	Tankers	2		1
	Brush Trucks	2		
	Ambulances			
	Rescues	1		
	Storage Tanks With Pumps			
Turquoise Trail	Engines	3		1
	Tankers	3		2
	Brush Trucks			
	Ambulances	2		
	Rescues	2		
	Storage Tanks With Pumps			
Total	Engines	33	3	11
	Tankers	29	2	8
	Aerial/Quint		2	
	Brush Trucks	21	3	2
	Ambulances	8		4
	Rescues	14		4
	Storage Tanks With Pumps			
	Total	**105**	**10**	**29**

Source: Santa Fe County Fire Department, 2007

EXHIBIT 3				
VEHICLES QUANTITIES & COSTS OF VEHICULAR CAPITAL IMPROVEMENTS – EXISTING AND NEEDED SANTA FE COUNTY 2007- 2012				
Vehicles		**Quantity**	**Cost Per Unit**	**Total Cost**
Engines	Existing	33	$ 250,000	$ 8,250,000
	Deficiencies	3		$ 750,000
	Replacements	11		$ 2,750,000
Tankers	Existing	29	$ 135,000	$ 3,915,000
	Deficiencies	2		$ 270,000
	Replacements	8		$ 1,080,000
Brush Trucks	Existing	21	$ 101,000	$ 2,121,000
	Deficiencies	3		$ 303,000
	Replacements	2		$ 202,000
Aerial/Quint	Existing		$ 750,000	
	Deficiencies	2		$ 1,500,000
	Replacements			
Ambulances	Existing	8	$ 200,000	$ 1,600,000
	Deficiencies			
	Replacements	4		$ 800,000
Rescuers	Existing	14	$ 200,000	$ 1,600,000
	Deficiencies			
	Replacements	4		$ 800,000
Storage Tanks W/ Pumps	Existing		$ 50,000	
	Deficiencies			
	Replacements			
Total Existing	Existing	105		$ 15,365,000
	Deficiencies	10		$ 2,823,000
	Replacements	29		$ 5,632,000
Total Existing Needs		39		**$ 7,969,000**
Total Existing & Existing Needs		144		**$ 23,820,000**
Source: Santa Fe County Fire Department, 2007				

EXHIBIT 4

FIRE STATIONS

SQUARE FOOTAGE AND COSTS OF FIRE STATION CAPITAL IMPROVEMENTS FOR EXISTING AND NEEDED TO MEET EXISTING DEFICIENCIES AND REPLACEMENTS SANTA FE COUNTY 2007

Fire District	Station and Status	Square Footage	Station Cost
Agua Fria	Existing Main Station	8400	$ 776,000
	Existing Substation-Las Tierra	7500	$ 680,000
	Add Substation	2000	$ 400,000
Chimayo	Existing Main Station	4500	$ 350,000
	Existing Substation-Cundiyo	1200	$ 96,000
	Add Apparatus Bay	1000	$ 100,000
Edgewood	Existing Main Station	7000	$ 560,000
	Existing Substation-Quail Trail	850	$ 68,000
	Existing Substation—Cedar Grove	2400	$ 192,000
	Existing Substation-San Pedro	2200	$ 176,000
	Existing Substation-Thunder Mtn.	3800	$ 800,000
	Add Regional Main Station	12,000	$ 2.5 million
El Dorado	Existing Main Station	2400	$ 192,000
	Existing Substation-Ave Vista Grande	1800	$ 144,000
	Existing Substation-US 285 Near Dump	1600	$ 128,000
	Existing Substation	2000	$ 400,000
Galisteo	Existing Main Station	2400	$ 192,000
Glorieta Pass	Existing Main Station	4300	$ 450,000
	Add Substation	2000	$ 400,000
Hondo	Existing Main Station	4000	$ 320,000
	Existing Regional Main	9000	$ 2 million
La Cienega	Existing Main Station	2500	$ 200,000
	Existing Substation-14 Fire Place	1800	$ 144,000
	Add Regional Main	12,000	$ 2.5 million
La Puebla	Existing Main Station	3400	$ 275,000
	Existing Substation-Arroyo Seco	2200	$ 176,000
Madrid	Existing Main Station	2800	$ 224,000
Pojoaque	Existing Regional Main	3600	$ 288,000
	Existing Substation-NM 503	2000	$ 160,000
	Add Substation-Jacona	2000	$ 400,000
Stanley	Existing Main Station	1500	$ 120,000
	Existing Substation-Wikinsell Avenue	5000	$ 400,000
Tesuque	Existing Main Station	4000	$ 450,000
	Existing Substation-NM 472	1600	$ 128,000
	Existing Substation-Tesuque Pueblo	2400	$ 192,000
Turquoise Trail	Existing Main Stations	2000	$ 160,000
	Existing Substation-NM 14	2500	$ 200,000
Total	Existing Stations (37)	133,650	$ 10,641,000
	Deficiencies (6)	21,672	$ 4,334,400
	Replacements (0)		
	Total Existing and Deficiencies	155,322	$ 14,975,400

Source: Santa Fe County Fire Department & Southwest Planning & Marketing, 2007

Exhibit 5							
Vehicle and Station Conversion Rates							
	1	2	3	4	5	6	7
Land Use Category	Land Use Square Footage Weighted by Relative Risk	Proportionate Share of Land Use	Number of Vehicles Existing & Needed	Conversion Rates	Square Footage Fire Stations Existing & Needed	Number of Fire Stations Existing & Needed	Conversion Rates
Residential (Class 7)	49,438,800	94%	135	1 Vehicle per 196 homes	146,003	40	1 station per 661 homes
Commercial (Class 3-7)	3,129,938	6%	9	1 Vehicle per 347,771 commercial square feet	9,319	3	1 station per 1,043,313 commercial square feet
Total	52,568,738	100%	144		155,322	43	

Source: Southwest Planning & Marketing, 2007

Exhibit 6 Vehicles and Fire Stations Needed 2007 to 2012							
	1	2	3	4	5	6	7
District	Commercial land use Growth in Square Feet	Commercial Land use Growth Weighted by Relative Risk	Vehicles Needed	Stations Needed	Residential Land Use Growth in Housing Units	Vehicles Needed	Stations Needed
Agua Fria	400,000	630,350	2		1144	6	2
Chimayo	1,000	1,400			5		
Edgewood	397,000	498,419	1		610	3	
Eldorado	60,000	72,446			540	3	
Galisteo	1,000	1,400			30		
Glorieta	10,000	10,167			60		
Hondo	2,000	2,334			120		
La Cienega	1,095,000	1,303,950	4	1	1200	6	2
La Puebla	19,000	26,786			380	2	
Madrid	1,000	1,400			46		
Pojoaque	480,000	518,615	1		158		
Stanley	1,000	1,750			10		
Tesuque	3,000	4,500			120		
Turquoise Trail	40,000	58,421			450	2	
All Districts	2,510,000	3,129,938	8	1	4,871	22	4

Source: Southwest Planning & Marketing 2007

Exhibit 7							
Costs for Capital Improvements							
2007 - 2012							
	1	2	3	4	5	6	
Fire District	Vehicles Needed	Stations Needed	Costs (Ave. Vehicle $240,857)	Costs (Average Substation $510,000)	Costs Annex & Regional Stations	Costs Admin Service Vehicles	**Total Capital Needs**
Administration					2,500,000	225,000	2,725,000
Region					4,800,000		4,800,000
Agua Fria	8	2	1,926,856	1,020,000			2,946,856
Chimayo							-
Edgewood	4		963,428				963,428
Eldorado	3		722,571				722,571
Galisteo							-
Glorieta							-
Hondo							-
La Cienega	10	3	2,408,570	1,530,000			3,938,570
La Puebla	2		481,714				481,714
Madrid							-
Pojoaque	1		240,857				240,857
Stanley							-
Tesuque							-
Turquoise Trail	2		481,714				481,714
All Districts	30	5	7,225,710	$ 2,550,000	$ 7,300,000	$ 225,000	$ 17,300,710
Average sub station cost based on $200/square fool x ave.station size:2,550 sq. ft.							
Source: Southwest Planning & Marketing 2007							

Template

Exhibit 8

New Mexico Fire and EMS Fund Allotments to Santa Fe County

Fiscal Year 2008

Fire District	ISO Class	State Fire Allotment Inclusive of Main and Substations	Number of Substations	State EMS Allotment
Agua Fria	6-88	$88,398	1	$11,114
Chimayo	9	$60,858	1	$5,971
Edgewood	6-88	$134,318	3	$11,409
El Dorado	4-9	$216,981	2	$8,726
Galisteo	6-88	$65,438	0	$7,173
Glorieta	5-9	$66,882	0	$7,863
Hondo	5-9	$137,764	1	$8,489
La Cienega	6-88	$88,398	1	$10,035
La Puebla	6-9	$88,398	1	$5,678
Madrid	5-88	$68,882	0	$5,201
NM State Penitentiary	7	$61,995	0	$0
Pojoaque	5-9	$94,140	1	$9,200
Stanley	6-88	$88,398	1	$5,468
Tesuque	6-9	$111,356	2	$8,575
Turquoise Trail	7-9	$105,625	1	$7,000
TOTAL		$1,479,833		$112,102

Prepared by: Donna Morris, Santa Fe County Fire Department, 2008

February 11, 2008

Mr. Jack Sullivan, Chair
Santa Fe County Board of County Commissioners
P.O. Box 276
Santa Fe, NM 87501

Dear Chairman Sullivan:

The Fire and Rescue Impact Fees Ordinance adopted by Santa Fe County in 1995 (Ordinance 1995-7), established a mechanism to collect funds for needed capital improvements for fire, rescue and emergency medical services. An update of the County's Land Use Assumptions and Capital Improvement Plan is required every 5 years to analyze growth that will take place, and to evaluate fee levels in anticipation of that growth.

The County's Fire Impact Fees Advisory Committee has met four times with County staff and its consultant to review the updated Land Use Assumptions (LUA), updated Capital Improvement Plan (CIP), and proposed impact fees for fire and emergency services. After careful review and discussion regarding growth in the County and fire impact fee levels, the Committee is pleased to recommend the following to the County Commission:

- To adopt the updated Land Use Assumptions.
- To adopt the updated Capital Improvement Plan.
- To raise the impact fees in all land use categories to the level that would be needed to meet the district's capital improvement needs for years 2007-2012.
- To apply to the State of New Mexico for reimbursement of expenses associated with services rendered by the Fire Department secondary to tribal gaming enterprises.
- To create a new fire district for the Hyde Park area.
- To review the County's data collection, development status tracking and retrieval systems for building permits and land use, for the purposes of properly assessing and projecting future impact fee levels.

Respectfully submitted,

Robert Larragoite, Chair
Fire Impact Fees Advisory Committee

IMPACT FEES
(PER SQ. FT.)

NFPA Class	*Vehicle Fee*	*Station Fee*	*Admin. Fee*	*Total Fee*	*Current Fee*
7	$ 0.608	$ 0.214	$ 0.025	$ 0.85	$ 0.275
6	0.709	0.250	0.029	0.99	0.355
5	0.851	0.300	0.034	1.18	0.355
4	1.063	0.375	0.043	1.48	0.46
3	1.418	0.500	0.058	1.98	0.585

SOURCE: Southwest Planning & Marketing, 2008

1194326

SANTA FE COUNTY

Ordinance No. 1995 - 04

AN ORDINANCE IMPOSING FIRE AND RESCUE IMPACT FEES

SECTION 1. FIRE AND RESCUE IMPACT FEES ORDINANCE

A new Article XII is hereby added to the Santa Fe County Land Development Code, entitled "Capital Impact Fees", and a new Section 1 to Article XII, entitled "Fire and Rescue Impact Fees".

A. Short Title

This Ordinance shall be known and cited as the Fire and Rescue Impact Fees Ordinance.

B. Findings and Declarations

The Board of County Commissioners (hereinafter "Commission") hereby finds and declares that:

1) The County is responsible for and committed to the provision of fire and rescue services at levels necessary to cure any existing deficiencies in already developed areas of the County; and

2) Such facilities and service levels shall be provided by the County utilizing existing funding sources allocated and earmarked for fire and rescue services such as the State Fire and EMS funds and the Fire Excise Tax; and

3) However, new residential and non-residential development causes and imposes increased and excessive demands on County public facilities and services including fire protection; and

4) The Land Use Assumptions, adopted on June 14, 1994, and incorporated herein, indicate that such development will continue and will place ever increasing demands on the County to provide necessary public facilities; and

5) To the extent that such development in the County places demands on the fire and rescue services that cannot be met by existing funding sources, those demands should be satisfied by shifting the responsibility for financing the provision of such facilities from the public-at-large to the developments actually creating the demands; and

6) A review of the existing state funding sources indicates that less than 50% of the State Fire Funds received by the State are actually distributed to the fire districts statewide; and

7) The impact fees should be recalculated if the County receives its fair share from the State in the future; and

8) The amount of the impact fees to be imposed shall be determined by the cost of the additional fire and rescue facilities and equipment needed to support such development, which shall be identified in the "Fire Capital Improvements Plan", fully incorporated herein; and

9) The Commission, after careful consideration of the matter, hereby finds and declares that it is in the best interest of the general welfare of the County and its residents to impose an impact fee upon residential and nonresidential development in order to finance specified major fire and rescue facilities and equipment in designated service areas for which the demand is created by the development; and

10) The Commission further finds and declares that such an impact fee is equitable, does not impose an unfair burden on development by forcing developers and builders to pay more than their fair and proportionate share of the cost, and deems it advisable to adopt this Ordinance as hereinafter set forth; and

11) The Commission further finds that there exists a rational relationship between the capital costs of providing the fire and rescue services and the impact fees imposed on development under this Ordinance; and

12) The Commission further finds that there exists a rational relationship between the impact fees to be collected pursuant to this Ordinance and the expenditure of those funds on capital costs relating to fire and rescue services, as limited and restricted by this Ordinance; and

13) The Commission further finds and declares that this Ordinance has approached the problem of determining the impact fee in a conservative and reasonable manner and that it is consistent with both the procedural and substantive requirements of the "Development Fees Act" (Sections 5-8-1 through 5-8-42 NMSA 1978).

C. Intent and Purpose

This Ordinance is intended to assess and collect an impact fee in an amount based upon the gross covered floor area of both nonresidential and residential development in order to finance fire and rescue facilities and equipment, the demand for which is generated by development in designated service areas. The County intends to maintain a minimum level of service of ISO 7/9 for fire and rescue protection. The Commission intends to impose impact fees within the entire unincorporated areas of the County. However, such fees will not be imposed within the extraterritorial jurisdiction until a joint powers agreement has been executed between the County and the Cities for imposition of such fees within the extraterritorial jurisdictions. The joint powers agreement will reflect the mutual aid response agreements. The County is responsible for and will meet all fire and rescue capital improvement needs associated with existing development within the unincorporated areas of the County. Only capital improvement needs created by new development in the designated service areas will be met by impact fees. Impact fees shall not exceed the cost to pay for a proportionate share of the cost of system improvements, based upon service units, needed to serve new development. The impact fees shall be spent on new or enlarged capital facilities and equipment that substantially benefit those developments that pay the fees. The impact fees may also be spent on (1) the estimated cost of preparing and updating the fire capital improvements plan, (2) for the fees paid for services directly related to the construction of capital improvements or facility expansions and (3) for administrative costs associated with this Ordinance, such administrative costs not to exceed three (3%) percent of the total impact fees collected.

D. Authority

The County is authorized to impose impact fees under Sections 5-8-1 through 5-8-42 NMSA 1978 (the "Development Fees Act"). The provisions of this Ordinance shall not be construed to limit the power of the County to utilize any other methods or powers otherwise available for accomplishing the purposes set forth herein, either in substitution or in conjunction with this Ordinance.

E. Rules of Construction

For the purposes of administration and enforcement of this Ordinance, unless otherwise stated, the following rules of construction shall apply:

1) In case of any difference of meaning or implication between the text of this Ordinance and any caption, illustration, summary table or illustrative table, the text shall control.

2) The word "shall" is always mandatory and not discretionary; the word "may" is permissive.

3) Words used in the present tense shall include the future and words used in the singular number shall include the plural and the plural the singular, unless the context clearly indicates the contrary.

4) The word "person" includes an individual, a corporation, a partnership, an incorporated association or any other similar entity.

5) The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

F. **Definitions**

As used in this Ordinance, the following words and terms shall have the following meanings, unless another meaning is plainly intended:

(1) Advisory Committee means the group of appointed citizens of Santa Fe County selected by the Commission pursuant to Section 5-8-37 NMSA 1978 and Resolution 1993-44.

(2) Applicant means the person seeking a development approval, a development permit or a refund, whichever is applicable.

(3) Assess and assessment means a determination of the amount of the impact fee.

(4) Capital improvements means the public buildings for fire and rescue services as well as essential vehicles and equipment costing ten thousand dollars ($10,000) or more and having a life expectancy of ten years or more. 'Capital improvements' does not include costs associated with the operation, administration, maintenance or replacement of capital improvements unless otherwise specified herein.

(5) Collect and collection means the time of payment of the impact fee.

(6) Commission means the duly constituted governing body of the County of Santa Fe.

(7) County means the County of Santa Fe, a duly constituted political subdivision of the State of New Mexico.

(8) Development means the division of land; reconstruction, redevelopment, conversion, structural alteration, relocation or enlargement of any structure; or any change of use or extension of the use of land; any of which increases the number of service units.

(9) Development permit means the permit required for new construction and additions pursuant to the Santa Fe Land Development Code 1992-1, as it may be amended from time to time. The term 'development permit', as used herein, shall not be deemed to include permits required for remodeling, rehabilitation or other improvements to an existing structure or rebuilding a damaged or destroyed structure, provided there is no increase in the gross covered floor area nor a change to a higher NFPA risk level.

(10) Extraterritorial jurisdiction means the area subject to both the county and municipal platting and subdivision jurisdiction.

(11) Fire capital improvements plan means the plan required by the Development Fees Act that identifies capital improvements or facility expansion for which impact fees may be assessed.

(12) Gross covered area means the total square feet of covered space on each floor or floors comprising the structure whether enclosed or not, including carports, garages, portales, breezeways, verandas and porches.

(13) Impact fee means the charge imposed pursuant to this Ordinance on development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the development.

(14) Impact fee coefficient means the charge per square foot of development as calculated for each NFPA Class.

(15) Land Use Administrator means the governmental officer charged with administering development regulations.

(16) Land use assumptions means the analysis and projections of future growth and development prepared as the basis for planning future capital improvements. The 'land use assumptions' includes a description of the service area(s) and projections of

changes in land uses, densities, intensities and population in the service area(s) over at least a five-year period.

17) Mobile home means any vehicle or transportable structure without motive power, that is equipped with wheels and axles, is designed with bathroom and kitchen facilities, and is intended for occupancy as a dwelling d\for unlimited periods of time.

(18) Mobile home park means any area of land upon which five or more mobile homes, occupied for dwelling or sleeping purposes are located, and where a charge is made for such accommodations or where mobile homes are proposed to be located and a charge made.

(19) NFPA means the National Fire Protection Act which classifies land use according to risk on a scale of 3 to 7 with 7 being the least risky of the classes.

(20) Risk level means the classifications prepared by the NFPA for various types of buildings and structures and the risks for fire inherent in such classifications.

(21) Service areas means those areas designated on the Fire Protection Service Areas Map, incorporated herein, to be served by the capital improvements or facility expansions specified in the fire capital improvements plan.

(22) Service units means the gross covered area of a structure or building and the applicable NFPA risk level.

(23) Site means the land on which development takes place.

G. Applicability of Impact Fee

This Ordinance shall be uniformly applicable to all development that occurs within a designated service area. However, impact fees shall not be imposed on development within the extraterritorial jurisdiction of any city until such time as a joint powers agreement is executed between that city and the county for imposition of such fees within the extraterritorial jurisdiction.

H. Advisory Committee

The Advisory Committee is a standing committee established pursuant to Resolution 1993-44. The Advisory Committee shall meet at the direction of the Commission or from the committee itself in order to file annual written reports with the Commission regarding the implementation of

the fire capital improvements plan and advise the Commission on the need to update or revise the land use assumptions, fire capital improvements plan and impact fee. The Planning Department and Fire Marshal's Office shall serve as staff to the Advisory Committee.

I. Establishment of Service Areas

Service areas are established as shown on the Fire Protection Service Areas Map, a copy of which is attached as Exhibit "A" and incorporated herein by reference. The service areas include the unincorporated areas within Santa Fe County and are consistent with the service areas established in the fire capital improvements plan. The service areas provide a nexus between those paying the fees and the benefits received to ensure that those developments paying impact fees receive substantial benefits. Service areas may be deleted, added or modified by amendment to this Ordinance and the Fire Protection Service Areas Map.

The service areas are:

(a)	Agua Fria	(h)	La Cienega
(b)	Chimayo/Cundiyo	i)	La Puebla
(c)	Edgewood	(j)	Madrid
(d)	Eldorado	(k)	Pojoaque
(e)	Galisteo	(l)	Stanley
(f)	Glorieta	(m)	Tesuque
(g)	Hondo	(n)	Turquoise Trail

J. Land Use Assumptions

1. The land use assumptions provide a description of the service areas and projections of changes in land uses, densities, intensities and population in the service areas over at least a five-year period. The Commission hereby adopts the "Santa Fe County Fire and Rescue Impact Fees Study: Land Use Assumptions" approved by the Commission on June 14, 1994, which is incorporated herein by reference.

2. The Land Use Assumptions shall be reviewed and updated, if necessary, in conjunction with the update of the fire capital improvements plan described below.

K. Fire Capital Improvements Plan

1. The Fire Capital Improvements Plan identifies capital improvements or facility expansions for which impact fees may be assessed. The Commission hereby adopts the Fire Capital Improvements Plan, which is incorporated herein by reference, particularly as it relates to the allocation of a fair share of the costs of new facilities

for fire protection and emergency services to be borne by new users of such facilities and services, and level of service to be provided to the citizens of the County for fire and rescue.

2. The Fire Capital Improvements Plan shall be updated at least every five years from the date of adoption of this Ordinance. Appropriate revisions and amendments to the impact fee schedule and this Ordinance shall be made following such update, if necessary.

L. Presumption of Maximum Impact

New development shall be presumed to have maximum impact on the necessary fire and rescue capital facilities and equipment as permitted under the highest risk level based on the NFPA classifications for that development.

M. Assessment and Collection of Impact Fee

1. No development permit shall be issued for development in a designated service area as herein defined unless the impact fee is assessed and collected pursuant to this Ordinance.

2. No business license shall be issued for a new business which involves a change of use or conversion of an existing structure to a higher NFPA risk level unless the impact fee is assessed and collected pursuant to this Ordinance. The impact fee will be assessed by calculating the applicable fee for the higher risk level minus the fee which would have been applicable for the previous occupancy.

3. Mobile home parks, as defined herein, shall be assessed impact fees based on the average size of a mobile home unit (adding the typical double-wide unit and typical single-wide unit together and dividing by two) multiplied by the total number of spaces provided in the mobile home park. (See Section N. Schedule of Impact Fees, below.) Impact fees shall also be assessed for any community buildings located within the mobile home park. The applicable impact fee shall be collected at the time the owner of the mobile home park obtains the development permit for the park. Mobile homes located outside of established mobile home parks shall be assessed impact fees based on the gross covered area in the applicable risk level for a single family home. Mobile homes shall be exempt from the fifty (50') foot requirement in Section M(8).

4. The County shall calculate and assess the impact fee at the earliest possible time.

   (a) For land that is platted after the effective date of this Ordinance, the impact fee shall be assessed at the time that the plat is recorded.

   (b) For land that was platted prior to the effective date of this Ordinance or for development that occurs without platting, the impact fee shall be assessed at the time of issuance of a development permit.

5. The calculation and assessment of the impact fees shall be valid for a period of at least four years from the date of such assessment.

6. Notwithstanding #5 above, the calculation and assessment of impact fees may be revised under the following circumstances:

   (a) If the number of service units in the specific development increases; or

   (b) If construction is not commenced within four years from the date of development approval or issuance of the development permit, whichever date is earlier.

   (c) If the proposed use changes after the assessment is made but before the impact fees are collected, placing the development in a different risk level.

7. The County shall calculate the amount of the applicable impact fee due by:

   (a) Determining the applicable designated service area; and

   (b) Determining the NFPA Classes (3-7) of the development; and

   (c) Verifying the gross covered area of the development in each class; and

   (d) Determining the applicable impact fee coefficient(s) from the table below; and

   (e) Multiplying the gross covered area(s) by the impact fee coefficient(s).

   (f) If gross covered area is not known at the time of assessment, the impact fee shall be stated in terms of the applicable coefficient for such development.

8. If the development for which a development permit is sought contains a mix of uses in different NFPA classes, the County shall calculate the impact fee due for the

highest risk and apply it to the entire structure. If the development consists of structures separated fifty (50') feet or more from each other, each structure shall be assessed separately according to the applicable NFPA class for each structure. Structures closer than fifty (50') feet to each other shall be considered in the same and highest NFPA class for purposes of assessing the impact fee.

9. The County shall retain a record of the impact fee assessment. A copy shall be provided to the applicant on the form(s) prescribed by the County. A notice of the impact fee assessment shall be recorded in the appropriate real property title records unless the impact fee is collected at the time of assessment.

10. The impact fee shall be due and payable at the time of issuance of a development permit or a business license, whichever is applicable.

N. **Schedule of Impact Fees**

The impact fee imposed by this Ordinance shall be determined by assignments of various types of structures and buildings to risk levels, and application of the impact fee coefficients below. In the event that a question arises as to which Risk Level applies to a particular development, the Fire Marshal shall make the final determination. Such determination may be appealed to the Commission as provided in Section T below.

(A) RISK ASSIGNMENTS

1) Risk Level RL 3 - Occupancies in this classification shall be considered SEVERE HAZARD OCCUPANCIES, where quantity and combustibility of contents are very high. Fires in these occupancies can be expected to develop very rapidly and have high rates of heat release. Such occupancies include: aircraft hangars, cereal/flour mills, chemical plants, chemical storage, chemical works, cotton processing, distilleries, explosive manufacturing, explosives storage, feed mills, grain elevators, grain warehouses, grist mills, hay bale storage, linseed mills, lumber yards, oil refineries, plastics manufacturing, plastics storage, sawmills, solvent extracting, straw bale storage, varnish/paint manufacturing, wood chip storage.

2) Risk Level RL 4 - Occupancies in this classification shall be considered HIGH HAZARD OCCUPANCIES, where quantity and combustibility of contents are high. Fires in these occupancies can be expected to develop rapidly and have high rates of heat release. Such occupancies include: auditoriums, commercial barns, bingo halls, casinos, convention centers, department stores, exhibition halls, feed stores, freight terminals, gaming parlors, mercantiles, paper/pulp mills, paper processing, repair garages, rubber manufacturing,

rubber storage, commercial stables, theatres, storage warehouses, department store, furniture storage, general storage, paint storage, paper storage, liquor storage, woodworking shops.

3) Risk Level RL 5 - Occupancies in this classification shall be considered MODERATE HAZARD OCCUPANCIES, where quantity and combustibility of contents are moderate and stockpiles of combustibles do not exceed twelve (12) feet in height. Fires in these occupancies can be expected to develop quickly and have moderately high rates of heat release. Such occupancies include: amusement parks, clothing manufacturing, cold storage warehouses, dairy barns, farm storage, grain storage, hatcheries, laundries, leather manufacturing plants, libraries (large rack), lithography shops, machine shops, metalworking shops, pharmaceutical manufacturing, plant nurseries, printing plants, publishing plants, restaurants, rope/twine manufacturing, sugar refineries, tanneries, textile manufacturing plants, tobacco barns, unoccupied buildings.

4) Risk Level RL 6 - Occupancies in this classification shall be considered LOW HAZARD OCCUPANCIES, where quantity and combustibility of contents are moderate and stockpiles of combustibles do not exceed eight (8) feet in height. Fires in these occupancies can be expected to develop at a moderate rate and have moderate rates of heat release. Such occupancies include: armories, auto parking garages, bakeries, barber shops, beauty salons, beverage manufacturing, boiler rooms, breweries, brick/tile manufacturing, canneries, cement plants, churches, creameries, doctor's offices, electronics plants, foundries, fur processing plants, gas stations, glass products manufacturing, municipal/county buildings, post offices, slaughterhouses, telephone exchanges, undertaking establishments, watch/jewelry manufacturing, wineries.

5) Risk Level RL 7 - Occupancies in this classification shall be considered LIGHT HAZARD OCCUPANCIES, where quantity and combustibility of contents are low. Fires in these occupancies can be expected to develop at a relatively low rate and have relatively low rates of heat release. Such occupancies include: apartments, colleges/universities, convalescent homes, detention centers, dormitories, dwellings, fire stations, fraternity/sorority houses, hospitals, hotels/motels, libraries (small rack), mental health uses, museums, nursing homes, business offices, police stations, prisons, reformatories, schools.

(B) IMPACT FEE COEFFICIENTS

NFPA CLASS	VEHICLE FEE	STATION FEE	ADMIN. and PROJECT FEE	TOTAL IMPACT FEE
Class 7	$0.17.sq.ft	$0.095/sq.ft	$0.01/sq.ft	$0.275/sq.ft
Class 6	$0.215/sq.ft	$0.11/sq.ft	$0.01/sq.ft	$0.335/sq.ft
Class 5	$0.215/sq.ft	$0.13/sq.ft	$0.01/sq.ft	$0.355/sq.ft
Class 4	$0.285/sq.ft	$0.16/sq.ft	$0.015/sq.ft	$0.46/sq.ft.
Class 3	$0.355/sq.ft	$0.215sq.ft	$0.015/sq.ft	$0.585/sq.ft

(C) IMPACT FEE APPLICABLE TO MOBILE HOME PARKS

$385 per mobile home space X (multiplied times) the number of spaces + plus any and all applicable impact fees for community buildings.

O. **Use of Impact Fees Collected**

1. The funds collected pursuant to this Ordinance shall be used solely for the purpose of administering, planning, acquisition, expansion and development of off-site related fire and rescue capital improvements determined to be needed to serve new development, including:

   a) estimated capital improvements plan cost; and
   b) planning, surveying and engineering fees related to the construction of capital improvements or facility expansions; and
   c) fees related to the preparation or updating of the fire capital improvements plan.

2. All funds shall be used exclusively within the service area from which they were collected and in a manner consistent with this Ordinance and the requirements of the Development Fees Act [Sec. 5-8-1 NMSA 1978 et seq.]

3. Notwithstanding the above, the County shall be entitled to retain three percent (3%) of the impact fees collected annually. The retained funds shall be utilized to offset the administrative costs associated with the collection and use of such funds.

P. **Variances**

Petitions for variances to the application of this Ordinance shall be made to the Land Use Administrator in accordance with procedures to be established by resolution of the Commission.

Q. **Administration of Impact Fee**

1. *Transfer of funds to finance department*: Upon receipt of impact fees, the County Finance Department shall be responsible for placement of such funds into separate accounts as hereinafter specified. All such funds shall be deposited in interest-bearing accounts in a bank authorized to receive deposits of County funds. Interest earned by each account shall be credited to that account and shall be used solely for the purposes specified for funds of such account.

2. *Establishment and maintenance of accounts*: The County Finance Department shall establish and maintain separate accounts for each service area described herein.

3. *Maintenance of records*: The County Finance Department shall maintain and keep accurate financial records for each account that shall clearly identify the payor of the impact fee, the date of receipt of the impact fee and the amount received. The financial records shall show the disbursement of all revenues from each account. The County Finance Department shall prepare an annual report describing the amount of any impact fees collected, encumbered and used during the preceding year by service area.

4. *Public inspection*: The records of the accounts shall be available for public inspection and copying during ordinary County business hours.

R. **Refunds**

1. The current record owner of property on which an impact fee has been paid may apply for a refund of such fee if:

   (a) the County has failed to provide a capital improvement included in the fire capital improvements plan within that service area within seven (7) years from the date of payment, or

   (b) the fire and rescue service is not available within a reasonable period of time after completion of construction considering the type of capital improvement or facility expansion to be constructed, or

   (c) the development permit for which the impact fee has been paid has lapsed for noncommencement of construction.

2. A petition for refund must be filed by the applicant within one (1) year of the event giving rise to the right to claim a refund.

3. The petition for refund must be submitted to the Land Use Administrator or his duly designated agent on a form provided by the County for such purpose.

4. Within thirty (30) days from the date of receipt of a petition for refund, the Land Use Administrator or his duly designated agent must provide the applicant, in writing, with a decision on the refund request including the reasons for the decision. If a refund is due the applicant, the Land Use Administrator or his duly designated agent shall notify the County Treasurer and request that a refund payment be made to the applicant.

5. The applicant may appeal the determination of the Land Use Administrator to the Commission within thirty (30) days of such determination, as provided in Section T below.

6. A refund shall bear interest calculated from the date of collection of the impact fee to the date of refund at the statutory rate as set forth in Section 56-8-3 NMSA 1978.

S. **Credits**

1. A property owner may elect to construct or purchase a capital improvement listed in the Fire Capital Improvements Plan. If the property owner elects to make such improvement, the property owner must enter into a written agreement with the County prior to issuance of any development permit. The agreement must establish the estimated cost of the improvement, the schedule for initiation and completion of the improvement, a requirement that the improvement be completed to accepted County standards, and such other terms and conditions as deemed necessary by the County. The County must review the improvement plan, verify costs and time schedules, determine if the improvement is an eligible improvement, and determine the amount of the applicable credit for such improvement to be applied to the otherwise applicable impact fee prior to issuance of any development permit. In no event may the County provide a refund for a credit that is greater than the applicable impact fee. If, however, the amount of the credit is calculated to be greater than the amount of the impact fee due, the property owner may utilize such excess credit toward the impact fees imposed on other development permits for development on the same site and in the same ownership.

2. The County shall reasonably provide for credits for other past and future monetary and nonmonetary contributions by the developer to the construction of the same capital improvements, as follows:

   (a) Present value of amounts contributed within the past two years for any land dedications, physical improvements, financial contributions, or property taxes;

(b) Present land dedications and physical improvements;

(c) Future land dedications, physical improvements and property taxes for a period of two years.

3. No credits shall be given for the construction of local on-site facilities required by zoning, subdivision, or other County regulation intended to serve only that development.

4. The applicant shall have the burden of claiming such credit at the time the impact fee assessment is made. The Land Use Administrator shall make the final determination regarding the applicable credits. The applicant may appeal the decision of the Land Use Administrator to the Commission, as provided in Section T below.

T. Appeals

After calculation and assessment of the impact fee, an applicant may appeal the amount of the impact fee to the Commission. The applicant must file a notice of appeal with the Land Use Administrator or his duly designated agent within thirty (30) days following the assessment of the impact fee. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to County counsel in an amount equal to the impact fee assessed, the Land Use Administrator or his duly designated agent shall issue the development permit. The filing of an appeal shall not stay the collection of the impact fee unless a bond or other sufficient surety has been filed.

U. Bonding of Excess Facility Projects

The County may issue bonds, revenue certificates, and other obligations of indebtedness in such manner and subject to such limitations as may be provided by law in furtherance of the provision of capital improvement projects. Funds pledged toward retirement of bonds, revenue certificates or other obligations of indebtedness for such projects may include impact fees and other County revenues as may be allocated by the Commission. Impact fees paid pursuant to this Ordinance, however, shall be restricted to use solely and exclusively for financing directly, or as a pledge against bonds, revenue certificates, and other obligations of indebtedness for the cost of capital improvements as specified herein.

V. Effect of Impact Fee on Zoning and Subdivision Regulations

This Ordinance shall not affect, in any manner, the permissible use of property, density of development, design and improvement standards and requirements, or any other aspect of the development of land or provision of capital improvements subject to the zoning and subdivision

regulations of the County, which shall be operative and remain in full force and effect without limitation with respect to all such development.

W. **Impact Fee as Additional and Supplemental Requirement**

The impact fee is additional and supplemental to, and not in substitution of, any other requirements imposed by the County on the development of land or the issuance of development permits. It is intended to be consistent with and to further the objectives and policies of the comprehensive plan, the fire capital improvements plan, and other County policies, ordinances and resolutions by which the County seeks to ensure the provision of public facilities in conjunction with the development of land.

X. **Review and Amendment**

The County Planning Department and Fire Marshal shall review, update and propose any amendments to the land use assumptions, fire capital improvements plan and the impact fee at least every five years from the effective date of this Ordinance. The Advisory Committee shall be consulted during such review and file its written comments concerning any amendments with the Commission. The Commission shall take action on any proposed amendments consistent with the provisions of the "Development Fees Act" [Sec. 5-8-1 NMSA 1978 et seq.].

SECTION 2. LIBERAL CONSTRUCTION

The provisions of this Ordinance are hereby found and declared to be in furtherance of the public health, safety, welfare and convenience, and shall be liberally construed to effectively carry out its purposes.

SECTION 3. REPEALER

All ordinances, code sections or parts thereof in conflict herewith be and the same are hereby repealed to the extent of the conflict.

SECTION 4. SEVERABILITY

Should any sentence, section, clause, part or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

1194342

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect on ~~September 23,~~ August 27, 1995.

APPROVED, ADOPTED AND PASSED this 11th day of July, 1995.

BOARD OF COUNTY COMMISSIONERS

Betty Platts

Betty Platts, Chairperson

Jona G. Armijo, County Clerk

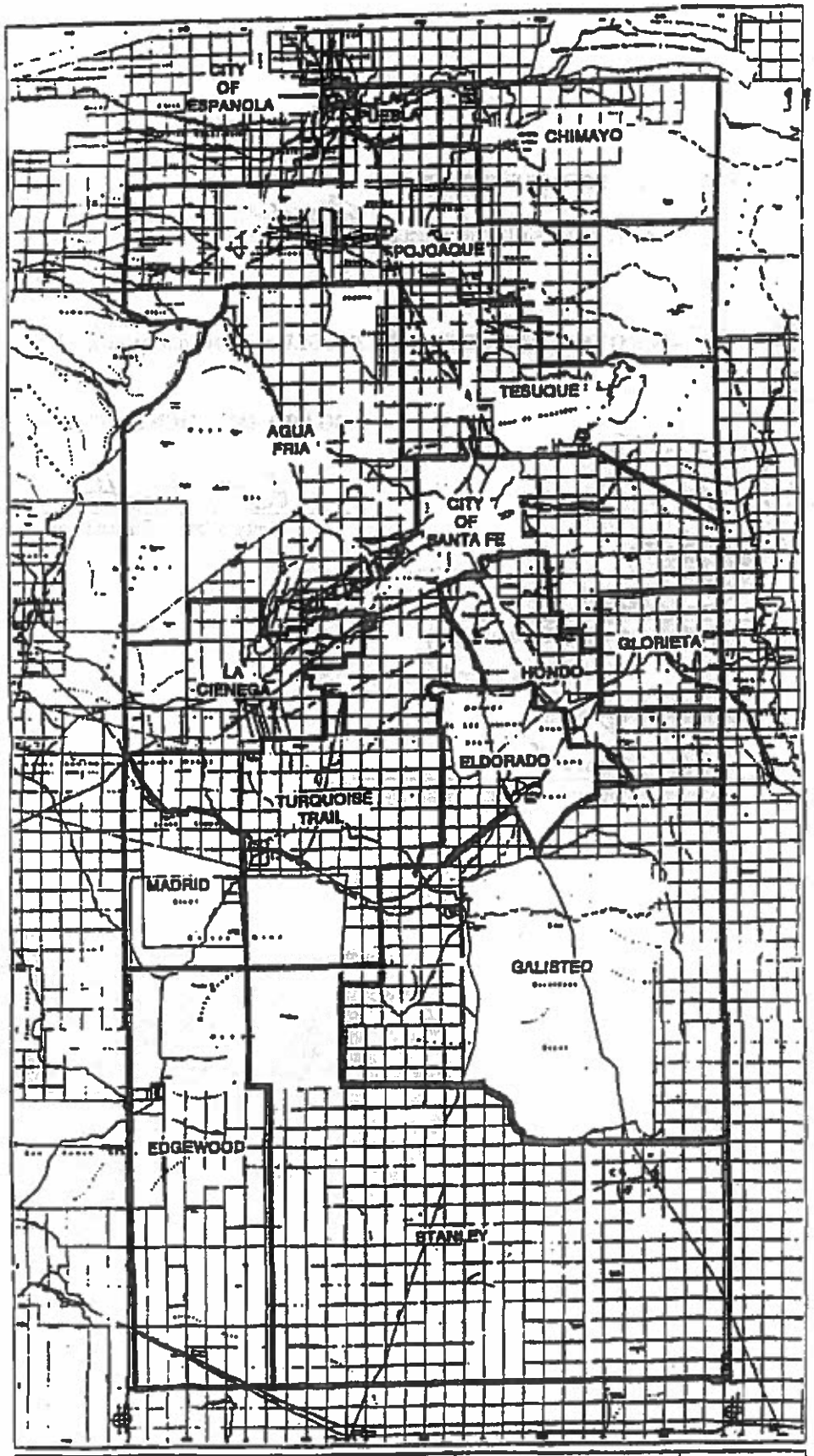
Approved as to Form:

Steven Kopelman, County Attorney

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO 9/6) 417
I hereby certify that this instrument was filed for record on the 28 day of Aug A.D. 19 95, at 2:17 o'clock p m and was duly recorded in book 1194 page 326 – 343 of the records of Santa Fe County.
Witness my Hand and Seal of Office
Jona G. Armijo
County Clerk, Santa Fe County, N.M.

Veronica Clayton
Deputy

1194343



SANTA FE COUNTY FIRE DISTRICT MAP (BASED ON E911 RESPONSE AREAS)

EXHIBIT "A"

5/9/2013

SANTA FE COUNTY FIRE AND RESCUE IMPACT FEES STUDY

LAND USE ASSUMPTIONS

SUBMITTED TO:

SANTA FE COUNTY BOARD OF COMMISSIONERS
P.O. BOX 276
SANTA FE, NM 87504

SUBMITTED BY:

SOUTHWEST PLANNNING & MARKETING
903 W. ALAMEDA #206
SANTA FE, NM 87501

JUNE 1994

PROJECT SUMMARY

During the 1970's, as a result of the inability of many American communities to respond to the capital requirements of rapid population growth, development impact fees began to be adopted by certain communities. Many of the earliest impact fee ordinances were adopted in California. In most cases, these fees allocated the costs of new capital facilities to the residents and businesses creating the need for the facilities. The ordinances withstood legal challenges so long as it could be shown that there was a direct correlation between the costs incurred by new development and the fees charged.

Some New Mexico communities have adopted impact fee ordinances. For example, the City of Santa Fe adopted an ordinance in 1991. This ordinance establishes impact fees related to the cost of new traffic projects (e.g. arterial streets and signals), parks, and wastewater treatment facilities. Fees are charged for both new residential and commercial development.

Santa Fe County comprises an area of approximately 1.2 million acres, most of which is low density use with the majority of the population concentrated within the incorporated portions of the County (the Cities of Santa Fe and Espanola). However, as population growth within the incorporated portions of the County slows, many rural areas of the County are experiencing rapid population growth. Unfortunately, no mechanism is presently available to fund capital improvements for emergency services related to this growth.

The purpose of this project is to allow the County to establish a mechanism to collect funds for needed capital improvements for emergency services (fire, rescue, and emergency medical) from those parties responsible for generating the need for the new improvements.

LAND USE CLASSIFICATIONS

Since the inception of this project in 1992, an enabling statute has been passed by the New Mexico State Legislature. The "Development Fees Act" provides a framework for the project that had been previously lacking, making it more likely that the ordinance will withstand any legal challenges that might arise.

One of the requirements of the enabling statute is the development of a Land Use Assumptions (LUA) document. The LUA is defined as a "description of the service area and projections of changes in land uses, densities, intensities and population in the service area (the County) over at least a five-year period." The LUA provides the basis for developing equitable impact fees.

In order to comply with the enabling statute, it was necessary to classify the existing and projected growth by land use. Land uses were grouped according to the classes defined in the National Fire Protection Act (NFPA) 1231, the tool used most widely by the Santa Fe Fire Marshall's Office in classifying structures for fire protection services. Some classes present a higher fire risk than others; as a result, the impact fees assessed will vary across the land use classes.

The following is a description of the classes as defined in the NFPA 1231, along with a few examples of the types of uses found in each class.

Class 3 - Severe Hazard

"Occupancies in this classification shall be considered SEVERE HAZARD OCCUPANCIES, where quantity and combustibility of contents are very high. Fires in these occupancies can be expected to develop very rapidly and have high rates of heat release."

Usage Examples:

- Hay Bale Storage
- Straw Bale Storage
- Explosives Storage
- Wood Chip Storage
- Lumber Yards
- Aircraft Hangars

Class 4 - High Hazard

"Occupancies in this classification shall be considered HIGH HAZARD OCCUPANCIES, where quantity and combustibility of contents are high. Fires in these occupancies can be expected to develop rapidly and have high rates of heat release."

Usage Examples:

Mercantiles, Groceries, Video
Covered Malls, Strip Malls
Repair Garages
Woodworking Shops
Building Materials
General Storage

Class 5 - Moderate Hazard

"Occupancies in this classification shall be considered MODERATE HAZARD OCCUPANCIES, where quantity and combustibility of contents are moderate and stockpiles of combustibles do not exceed 12 feet in height. Fires in these occupancies can be expected to develop quickly and have moderately high rates of heat release."

Usage Examples:

Machine Shops
Plant Nurseries
Restaurants
Laundries
Unoccupied Buildings
Farm Storage

Class 6 - Low Hazard

"Occupancies in this classification shall be considered LOW HAZARD OCCUPANCIES, where quantity and combustibility of contents are moderate and stockpiles of combustibles do not exceed 8 feet in height. Fires in these occupancies can be expected to develop at a moderate rate and have moderate rates of heat release."

Usage Examples:

- Beauty Salons/Barber Shops
- Churches
- Doctor's Offices
- Foundries
- Post Offices
- Gas Stations

Class 7 - Light Hazard

"Occupancies in this classification shall be considered LIGHT HAZARD OCCUPANCIES, where quantity and combustibility of contents are low. Fires in these occupancies can be expected to develop at a relatively low rate and have relatively low rates of heat release."

Usage Examples:

- Residential
- Hotels/Motels/Bed and Breakfasts
- Fire Stations
- Schools
- Business Offices
- Prisons

FIRE DISTRICTS

The following 14 fire districts serve the unincorporated portions of Santa Fe County:[1]

Agua Fria
Chimayo/Cundiyo[2]
Edgewood
Eldorado
Galisteo
Glorieta
Hondo
La Cienega
La Puebla
Madrid
Pojoaque
Stanley
Tesuque
Turquoise Trail

[1]These districts and their boundaries are based on the E911 response map for Santa Fe County (see map).

[2]For the purposes of this study, Chimayo and Cundiyo Districts are treated as one district.

METHODOLOGY

We have developed estimates and projections of population and housing units and commercial square footage by NFPA class for each district over a 6-year period (1994 - 2000).[3] What follows is a description of the methodologies utilized to develop the data.[4]

Residential (Class 7) Estimates and Forecasts Methodology[5]

Population (See Exhibit 1)

The residential 1994 population estimates by fire district were determined by first developing population estimates for 1990 and then growing those estimates forward to 1994 (a description of the population forecasting follows). The first step in this process was to overlay a map of the districts onto eighteen 1990 Census Tract/Block Group maps of Santa Fe County. We then estimated the percentage of population from each block that fell within each district. The block populations were then summed by district to determine the 1990 district population.

The total 1990 population estimate developed for this study is within 1.6 percent of the total Census unincorporated (i.e. outside of the cities of Santa Fe and Espanola) portion of the County; this difference is accounted for by small pockets of population in areas of the County that are served by the City of Santa Fe through a

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[3]We were required by statute to produce at least a 5-year forecast. We chose to end our forecasts at the year 2000 because it is an even Census year and other forecasts have been developed for Santa Fe County for that year.

[4]The land use assumptions were developed with the help of the Santa Fe County Fire Marshall, Santa Fe County Planning and Land Use Staff, the Santa Fe County Fire Chiefs, and major County-wide developers and their consultants.

[5]The estimates of current population and square footage found in this document conform to the 1980 Santa Fe County General Plan and Land Development Code which currently governs land use in the County; our projections also conform to this document. However, it should be noted that the General Plan is in the process of being updated.

5/9/2013

EXHIBIT 2
SANTA FE COUNTY
HOUSING UNITS ESTIMATES AND FORECASTS

FIRE DISTRICT	1990 PERSONS PER UNIT	1990 HOUSING UNITS	1991 PERSONS PER UNIT	1991 HOUSING UNITS	1992 PERSONS IN HOUSE	1992 HOUSING UNITS	1993 PERSONS IN HOUSE	1993 HOUSING UNITS	1994 PERSONS IN HOUSE	1994 HOUSING UNITS	1995 PERSONS IN HOUSE	1995 HOUSING UNITS
AGUA FRIA	2.96	2,315	2.94	2,469	2.92	2,633	2.91	2,806	2.89	2,994	2.87	3,193
CHIMAYO/CUNDIYO	2.84	1,159	2.83	1,177	2.81	1,194	2.80	1,212	2.78	1,231	2.77	1,249
EDGEWOOD	2.85	1,154	2.84	1,229	2.82	1,310	2.81	1,395	2.79	1,486	2.78	1,584
ELDORADO	2.81	940	2.80	1,039	2.78	1,149	2.77	1,270	2.75	1,404	2.74	1,552
GALISTEO	2.84	86	2.83	88	2.81	90	2.80	93	2.78	95	2.77	97
GLORIETA	2.82	255	2.81	261	2.79	268	2.78	275	2.76	282	2.75	289
HONDO	2.76	1,072	2.74	1,099	2.72	1,126	2.71	1,154	2.70	1,183	2.68	1,213
LA CIENEGA	2.95	993	2.93	1,046	2.91	1,108	2.90	1,170	2.88	1,236	2.86	1,305
LA PUEBLA	2.78	1,105	2.77	1,121	2.75	1,138	2.74	1,155	2.72	1,173	2.71	1,190
MADRID	2.85	98	2.84	101	2.82	105	2.81	108	2.79	112	2.78	116
POJOAQUE	2.73	2,110	2.72	2,195	2.70	2,283	2.69	2,375	2.68	2,471	2.66	2,570
STANLEY	2.85	227	2.84	232	2.82	238	2.81	244	2.79	250	2.78	257
TESUQUE	2.59	1,119	2.58	1,145	2.57	1,173	2.56	1,201	2.55	1,230	2.54	1,260
TURQUOISE TR.	2.92	1,136	2.90	1,200	2.89	1,267	2.87	1,339	2.85	1,414	2.83	1,494
TOTAL	2.82	13,787	2.81	14,405	2.80	15,082	2.78	15,800	2.77	16,561	2.76	17,369

FIRE DISTRICT	1996 PERSONS PER UNIT	1996 HOUSING UNITS	1997 PERSONS IN HOUSE	1997 HOUSING UNITS	1998 PERSONS IN HOUSE	1998 HOUSING UNITS	1999 PERSONS IN HOUSE	1999 HOUSING UNITS	2000 PERSONS IN HOUSE	2000 HOUSING UNITS
AGUA FRIA	2.86	3,405	2.84	3,631	2.82	3,872	2.80	4,129	2.79	4,403
CHIMAYO/CUNDIYO	2.76	1,268	2.74	1,287	2.73	1,307	2.71	1,326	2.70	1,346
EDGEWOOD	2.77	1,687	2.75	1,797	2.74	1,915	2.72	2,040	2.71	2,173
ELDORADO	2.73	1,716	2.71	1,897	2.70	2,097	2.69	2,318	2.67	2,563
GALISTEO	2.76	100	2.74	102	2.73	105	2.71	107	2.70	110
GLORIETA	2.74	296	2.72	303	2.71	311	2.70	319	2.68	327
HONDO	2.67	1,244	2.66	1,275	2.64	1,307	2.63	1,340	2.62	1,373
LA CIENEGA	2.85	1,379	2.83	1,457	2.81	1,539	2.79	1,625	2.78	1,717
LA PUEBLA	2.70	1,208	2.68	1,227	2.67	1,245	2.66	1,264	2.64	1,283
MADRID	2.77	120	2.75	124	2.74	129	2.72	133	2.71	138
POJOAQUE	2.65	2,673	2.64	2,781	2.62	2,893	2.61	3,009	2.60	3,130
STANLEY	2.77	263	2.75	270	2.74	278	2.72	283	2.71	291
TESUQUE	2.53	1,290	2.52	1,321	2.51	1,353	2.50	1,386	2.49	1,419
TURQUOISE TR.	2.82	1,578	2.80	1,667	2.78	1,761	2.77	1,860	2.75	1,965
TOTAL	2.74	18,227	2.73	19,159	2.72	20,108	2.70	21,140	2.69	22,238

(1990 district persons per housing unit figures represent extrapolations from the persons per housing unit of the census tracts found within each district. The overall 1990 average persons per housing unit, which is derived from the district estimates, is within 1.1% percent of the 1990 Census persons per housing unit for Santa Fe County)

Joint Powers Agreement with the County. We have excluded these areas in our projections because impact fees can be assessed only in those portions of the County that are served by Santa Fe County Fire and Rescue Services.

The residential population forecasts by district were determined through a two-tiered effort. First, we trended the historical growth in the non-City portion of the County between 1970 and 1989 and then we examined the trends in population forecasts for the year 2000 developed by County Land Use personnel and the Bureau of Business and Economic Research at the University of New Mexico. We combined the trended historical data with the population forecasts to develop an estimated annual growth rate for the County between 1990 and 2000 (4.4 percent); next, based on the growth rate and the 1990 population estimate, we calculated a control population figure for the unincorporated portion of the County for the year 2000 (59,807).

The second step in the population forecasts involved interviewing the chiefs of the fire districts, as well as major developers and their consultants to determine where, what type, and how much residential growth would occur in the County, by district, over the next six years. Based on the information gleaned from these interviews and using the overall County control population figure, we developed an annual growth rate for each district through an iterative process. The resulting aggregate County forecast for 2000 is within 0.02 percent of the County 2000 control population figure.

<u>Housing Units</u> (See Exhibit 2)

The next step in the study was to determine the number of housing units that exist in each fire district in the County currently (1994) and then to forecast housing units for the year 2000. The first step in this process was to estimate the number of housing units in each district in 1990 and then to grow those estimates forward to 1994.

To accomplish this task, we examined the 1990 average number of residents per housing unit for each census tract found within each district. Using a weighted average approach (based on an estimate

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EXHIBIT 2
SANTA FE COUNTY
HOUSING UNITS ESTIMATES AND FORECASTS

FIRE DISTRICT	1990 PERSONS PER UNIT	1990 HOUSING UNITS	1991 PERSONS PER UNIT	1991 HOUSING UNITS	1992 PERSONS IN HOUSE	1992 HOUSING UNITS	1993 PERSONS IN HOUSE	1993 HOUSING UNITS	1994 PERSONS IN HOUSE	1994 HOUSING UNITS	1995 PERSONS IN HOUSE	1995 HOUSING UNITS
AGUA FRIA	2.96	2,315	2.94	2,469	2.92	2,633	2.91	2,806	2.89	2,994	2.87	3,193
CHIMAYO/CUNDIYO	2.84	1,159	2.83	1,177	2.81	1,194	2.80	1,212	2.78	1,231	2.77	1,249
EDGEWOOD	2.85	1,154	2.84	1,229	2.82	1,310	2.81	1,395	2.79	1,486	2.78	1,584
ELDORADO	2.81	940	2.80	1,039	2.78	1,149	2.77	1,270	2.75	1,404	2.74	1,552
GALISTEO	2.84	86	2.83	88	2.81	90	2.80	93	2.78	95	2.77	97
GLORIETA	2.82	255	2.81	261	2.79	268	2.78	275	2.76	282	2.75	289
HONDO	2.75	1,072	2.74	1,099	2.72	1,126	2.71	1,154	2.70	1,183	2.68	1,213
LA CIENEGA	2.95	993	2.93	1,048	2.91	1,106	2.90	1,170	2.88	1,236	2.86	1,305
LA PUEBLA	2.78	1,105	2.77	1,121	2.75	1,138	2.74	1,155	2.72	1,173	2.71	1,190
MADRID	2.85	98	2.84	101	2.82	105	2.81	108	2.79	112	2.78	116
POJOAQUE	2.73	2,110	2.72	2,195	2.70	2,283	2.69	2,375	2.68	2,471	2.66	2,570
STANLEY	2.85	227	2.84	232	2.82	236	2.81	244	2.79	250	2.78	257
TESUQUE	2.59	1,119	2.58	1,145	2.57	1,173	2.56	1,201	2.55	1,230	2.54	1,260
TURQUOISE TR.	2.92	1,136	2.90	1,200	2.89	1,267	2.87	1,339	2.85	1,414	2.83	1,494
TOTAL	2.82	13,767	2.81	14,405	2.80	15,082	2.78	15,800	2.77	16,561	2.76	17,369

FIRE DISTRICT	1996 PERSONS PER UNIT	1996 HOUSING UNITS	1997 PERSONS IN HOUSE	1997 HOUSING UNITS	1998 PERSONS IN HOUSE	1998 HOUSING UNITS	1999 PERSONS IN HOUSE	1999 HOUSING UNITS	2000 PERSONS IN HOUSE	2000 HOUSING UNITS
AGUA FRIA	2.86	3,405	2.84	3,631	2.82	3,872	2.80	4,129	2.78	4,403
CHIMAYO/CUNDIYO	2.76	1,268	2.74	1,287	2.73	1,307	2.71	1,328	2.70	1,346
EDGEWOOD	2.77	1,687	2.75	1,797	2.74	1,915	2.72	2,040	2.71	2,173
ELDORADO	2.73	1,716	2.71	1,897	2.70	2,097	2.69	2,318	2.67	2,563
GALISTEO	2.76	100	2.74	102	2.73	105	2.71	107	2.70	110
GLORIETA	2.74	296	2.72	303	2.71	311	2.70	319	2.68	327
HONDO	2.67	1,244	2.66	1,275	2.64	1,307	2.63	1,340	2.62	1,373
LA CIENEGA	2.85	1,379	2.83	1,457	2.81	1,539	2.79	1,625	2.78	1,717
LA PUEBLA	2.70	1,206	2.68	1,227	2.67	1,245	2.66	1,264	2.64	1,283
MADRID	2.77	120	2.75	124	2.74	129	2.72	133	2.71	138
POJOAQUE	2.65	2,673	2.64	2,781	2.62	2,893	2.61	3,009	2.60	3,130
STANLEY	2.77	263	2.75	270	2.74	276	2.72	283	2.71	291
TESUQUE	2.53	1,290	2.52	1,321	2.51	1,353	2.50	1,386	2.49	1,419
TURQUOISE TR.	2.82	1,578	2.80	1,657	2.79	1,761	2.77	1,850	2.75	1,965
TOTAL	2.74	18,227	2.73	19,139	2.72	20,108	2.70	21,140	2.69	22,238

(1990 district persons per housing unit figures represent extrapolations from the persons per housing unit of the census tracts found within each district. The overall 1990 average persons per housing unit, which is derived from the district estimates, is within 1.1% percent of the 1990 Census persons per housing unit for Santa Fe County)

of the percentage of each tract that was found in each district) we estimated the 1990 average number of residents per housing unit for each district. The resulting estimated 1990 County average number of residents per housing unit is within 1.1 percent of the 1990 Census average number of residents per housing unit for the unincorporated portion of Santa Fe County.

The number of housing units in each district in 1990 was then calculated by dividing the average number of residents per housing unit for each district into the 1990 district population estimates.

Finally, to project number of residents per housing unit in 2000, we trended the U.S. average number of residents per housing unit from 1992 to 2000 at the rate of decline from 1985 to 1992 to obtain a projected U.S. average number of residents per housing unit of 2.54. We then trended the difference between the rural County number of residents per housing unit and the U.S. average from 1980 to 2000 to arrive at a difference of 0.11 in 2000, producing a rural County average number of residents per housing unit of 2.65. This is 0.95 of the 1990 figure of 2.79.

Next, we grouped the fire districts by 1990 average number of residents per housing unit: Low (Tesuque), Medium (Chimayo/Cundiyo, Edgewood, Eldorado, Galisteo, Glorieta, Hondo, La Puebla, Madrid, Pojoaque, Stanley), and High (Agua Fria, La Cienega, Turquoise Trail). We then developed factors to adjust the average number of residents per housing unit for each group from 1990 to 2000: 0.96 for Low, 0.95 for Medium, and 0.94 for High.[6] We then applied these factors to project average number of residents per housing unit and, in turn, number of housing units as a function of our population forecasts.

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[6]The factor is higher for the districts with the lower existing residents per housing unit because it is likely that the average number of residents per housing unit in these districts will decline at a lower rate.

Commercial (Classes 3 - 7) Estimates and Forecasts Methodology

The lack of computerization of County records and the absence of an updated General Plan, combined with the fact that the Geographical Information System (GIS) is not yet operational, made determining commercial estimates and projections by sub-area (fire district) and NFPA class very difficult. Therefore, the commercial portion of this study is not intended to be a definitive compilation of the commercial square footage that exists in each district; the sole purpose of this section is to provide a basis for approximating land use in the County currently and in the future.

Wherever possible, we developed inventories of all the existing commercial businesses, schools, and hotels/motels and their square footages by district. Where this data were not available, we utilized wind-shield surveys and the information provided by the Santa Fe County Fire Marshall and the fire chiefs to estimate the amount of current commercial square footage by district. We forecasted growth in commercial square footage by district to 2000 by developing district-specific and, within each district, class-specific growth rates (based on our knowledge of future development within each class); we utilized information provided by the Santa Fe County Fire Marshall, the fire chiefs, and major developers and their consultants to develop the commercial growth rates.

These data are presented in Exhibits 3 - 17.

EXHIBIT 3

1994 DISTRICT COMMERCIAL SQUARE FOOTAGE BY NFPA CLASS

FIRE DISTRICT	CLASS 7	CLASS 6	CLASS 5	CLASS 4	CLASS 3	TOTAL
AGUA FRIA	69,400	238,000	310,100	620,300	62,000	1,299,800
CHIMAYO/CUNDIYO	45,000	10,700	26,800	69,600	0	152,100
EDGEWOOD	68,700	101,700	10,500	66,800	46,300	294,000
ELDORADO	136,100	13,400	41,000	83,200	3,000	276,700
GALISTEO	10,000	1,500	0	1,500	2,500	15,500
GLORIETA	901,500	300,000	0	613,000	0	1,814,500
HONDO	2,000	3,000	4,500	7,500	0	17,000
LA CIENEGA	75,200	152,800	59,400	59,400	0	346,800
LA PUEBLA	44,000	0	0	10,000	10,000	64,000
MADRID	9,000	0	5,000	46,600	0	60,600
POJOAQUE	312,900	7,600	53,800	153,500	4,100	531,900
STANLEY	3,000	3,000	6,000	9,100	9,100	30,200
TESUQUE	154,700	4,800	19,000	348,000	0	526,500
TURQUOISE TRAIL	1,058,700	13,800	10,200	21,000	36,300	1,140,000
TOTAL	2,890,200	850,300	546,300	2,109,500	173,300	6,569,600

EXHIBIT

AGUA FRIA COMMERCIAL ESTIMATES AND PROJECTIONS

NFPA CLASS	CLASS GROWTH RATE	1994	1995	1996	1997	1998	1999	2000
CLASS 3	1.01430	62,000	62,887	63,786	64,698	65,623	66,562	67,513
CLASS 4	1.03250	620,300	640,460	661,275	682,766	704,956	727,867	751,523
CLASS 5	1.02860	310,100	318,969	328,091	337,475	347,127	357,054	367,266
CLASS 6	1.02860	238,000	244,807	251,808	259,010	266,418	274,037	281,875
CLASS 7	1.01000	69,400	70,094	70,795	71,503	72,218	72,940	73,669
TOTAL		1,299,800	1,337,216	1,375,755	1,415,452	1,456,341	1,498,460	1,541,847
ANNUAL GROWTH =	2.89%							

EXHIBIT 5

CHIMAYO/CUNDIYO COMMERCIAL ESTIMATES AND PROJECTIONS

NFPA CLASS	CLASS GROWTH RATE	1994	1995	1996	1997	1998	1999	2000
CLASS 3	1.00000	0	0	0	0	0	0	0
CLASS 4	1.01050	69,600	70,331	71,069	71,816	72,570	73,332	74,102
CLASS 5	1.00924	26,800	27,048	27,298	27,550	27,804	28,061	28,321
CLASS 6	1.00924	10,700	10,799	10,899	10,999	11,101	11,204	11,307
CLASS 7	1.00840	45,000	45,378	45,759	46,144	46,531	46,922	47,316
TOTAL		152,100	153,555	155,025	156,508	158,006	159,518	161,045
ANNUAL GROWTH =	0.96%							

EXHIBIT 6

EDGEWOOD COMMERCIAL ESTIMATES AND PROJECTIONS

NFPA CLASS	CLASS GROWTH RATE	1994	1995	1996	1997	1998	1999	2000
CLASS 3	1.02000	46,300	47,226	47,901	48,586	49,281	49,986	50,701
CLASS 4	1.08800	66,800	72,678	79,074	86,033	93,603	101,841	110,803
CLASS 5	1.08200	10,500	11,361	12,293	13,301	14,391	15,571	16,848
CLASS 6	1.08200	101,700	110,039	119,063	128,826	139,389	150,819	163,187
CLASS 7	1.04000	68,700	71,448	74,306	77,278	80,369	83,584	86,927
TOTAL		294,000	312,753	332,637	354,023	377,035	401,801	428,465
ANNUAL GROWTH =	6.48%							

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EXHIBIT 7
ELDORADO COMMERCIAL ESTIMATES AND PROJECTIONS

NFPA CLASS	CLASS GROWTH RATE	1994	1995	1996	1997	1998	1999	2000
CLASS 3	1.02000	3,000	3,060	3,104	3,148	3,193	3,239	3,285
CLASS 4	1.31375	83,200	109,304	143,598	188,652	247,842	325,602	427,760
CLASS 5	1.30000	41,000	53,300	69,290	90,077	117,100	152,230	197,899
CLASS 6	1.01000	13,400	13,534	13,669	13,806	13,944	14,084	14,224
CLASS 7	1.03000	136,100	140,183	144,388	148,720	153,182	157,777	162,511
TOTAL		276,700	319,381	374,050	444,403	535,261	652,932	805,679

ANNUAL GROWTH = 19.50%

EXHIBIT 8
GALISTEO COMMERCIAL ESTIMATES AND PROJECTIONS

NFPA CLASS	CLASS GROWTH RATE	1994	1995	1996	1997	1998	1999	2000
CLASS 3	1.01155	2,500	2,529	2,565	2,602	2,639	2,677	2,715
CLASS 4	1.02625	1,500	1,539	1,580	1,621	1,664	1,707	1,752
CLASS 5	1.00000	0	0	0	0	0	0	0
CLASS 6	1.02310	1,500	1,535	1,570	1,606	1,643	1,681	1,720
CLASS 7	1.01950	10,000	10,195	10,394	10,596	10,803	11,014	11,229
TOTAL		15,500	15,798	16,109	16,426	16,749	17,079	17,416

ANNUAL GROWTH = 1.96%

EXHIBIT 9
GLORIETA COMMERCIAL ESTIMATES AND PROJECTIONS

NFPA CLASS	CLASS GROWTH RATE	1994	1995	1996	1997	1998	1999	2000
CLASS 3	1.00000	0	0	0	0	0	0	0
CLASS 4	1.00200	613,000	614,226	615,454	616,685	617,919	619,155	620,393
CLASS 5	1.00000	0	0	0	0	0	0	0
CLASS 6	1.00220	300,000	300,660	301,321	301,984	302,649	303,315	303,982
CLASS 7	1.00100	901,500	902,402	903,304	904,207	905,111	906,017	906,923
TOTAL		1,814,500	1,817,288	1,820,080	1,822,877	1,825,679	1,828,486	1,831,297

ANNUAL GROWTH = 0.15%

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EXHIBIT
HONDO COMMERCIAL ESTIMATES AND PROJECTIONS

NFPA CLASS	CLASS GROWTH RATE	1994	1995	1996	1997	1998	1999	2000
CLASS 3	1.00000	0	0	0	0	0	0	0
CLASS 4	1.00500	7,500	7,538	7,575	7,613	7,651	7,689	7,728
CLASS 5	1.00440	4,500	4,520	4,540	4,560	4,580	4,600	4,620
CLASS 6	1.00440	3,000	3,013	3,026	3,040	3,053	3,067	3,080
CLASS 7	1.00400	2,000	2,008	2,016	2,024	2,032	2,040	2,048
TOTAL		17,000	17,079	17,157	17,237	17,316	17,396	17,477
ANNUAL GROWTH =	0.46%							

EXHIBIT 11
LA CIENEGA COMMERCIAL ESTIMATES AND PROJECTIONS

NFPA CLASS	CLASS GROWTH RATE	1994	1995	1996	1997	1998	1999	2000
CLASS 3	1.00000	0	0	0	0	0	0	0
CLASS 4	1.05625	59,400	62,741	66,270	69,998	73,936	78,094	82,487
CLASS 5	1.04950	59,400	62,340	65,426	68,665	72,064	75,631	79,375
CLASS 6	1.04950	152,800	160,364	168,302	176,633	185,376	194,552	204,182
CLASS 7	1.04000	75,200	78,208	81,336	84,590	87,973	91,492	95,152
TOTAL		346,800	363,653	381,335	399,885	419,348	439,769	461,196
ANNUAL GROWTH =	4.87%							

EXHIBIT 12
LA PUEBLA COMMERCIAL ESTIMATES AND PROJECTIONS

NFPA CLASS	CLASS GROWTH RATE	1994	1995	1996	1997	1998	1999	2000
CLASS 3	1.00200	10,000	10,020	10,040	10,060	10,080	10,100	10,121
CLASS 4	1.01000	10,000	10,100	10,201	10,303	10,406	10,510	10,615
CLASS 5	1.00000	0	0	0	0	0	0	0
CLASS 6	1.00000	0	0	0	0	0	0	0
CLASS 7	1.00400	44,000	44,176	44,353	44,530	44,708	44,887	45,067
TOTAL		64,000	64,296	64,594	64,893	65,195	65,498	65,802
ANNUAL GROWTH =	0.46%							

EXHIBIT
MADRID COMMERCIAL ESTIMATES AND PROJECTIONS

NFPA CLASS	CLASS GROWTH RATE	1994	1995	1996	1997	1998	1999	2000
CLASS 3	1.00000	0	0	0	0	0	0	0
CLASS 4	1.02125	46,600	47,590	48,602	49,634	50,689	51,766	52,866
CLASS 5	1.01870	5,000	5,094	5,189	5,286	5,385	5,485	5,588
CLASS 6	1.00000	0	0	0	0	0	0	0
CLASS 7	1.01700	9,000	9,153	9,309	9,467	9,628	9,791	9,958
TOTAL		60,600	61,837	63,099	64,387	65,701	67,043	68,412

ANNUAL GROWTH = 2.04%

EXHIBIT 14
POJOAQUE COMMERCIAL ESTIMATES AND PROJECTIONS

NFPA CLASS	CLASS GROWTH RATE	1994	1995	1996	1997	1998	1999	2000
CLASS 3	1.01650	4,100	4,168	4,227	4,288	4,349	4,411	4,474
CLASS 4	1.04500	153,500	160,408	167,626	175,169	183,052	191,289	199,897
CLASS 5	1.03300	53,800	55,575	57,409	59,304	61,261	63,283	65,371
CLASS 6	1.03300	7,600	7,851	8,110	8,378	8,654	8,940	9,235
CLASS 7	1.02000	312,900	319,158	325,541	332,052	338,693	345,467	352,376
TOTAL		531,900	547,159	562,914	579,190	596,009	613,389	631,353

ANNUAL GROWTH = 2.90%

EXHIBIT 15
STANLEY COMMERCIAL ESTIMATES AND PROJECTIONS

NFPA CLASS	CLASS GROWTH RATE	1994	1995	1996	1997	1998	1999	2000
CLASS 3	1.00028	9,100	9,103	9,233	9,365	9,499	9,634	9,772
CLASS 4	1.00063	9,100	9,106	9,111	9,117	9,123	9,128	9,134
CLASS 5	1.00055	6,000	6,003	6,007	6,010	6,013	6,017	6,020
CLASS 6	1.00055	3,000	3,002	3,003	3,005	3,007	3,008	3,010
CLASS 7	1.00050	3,000	3,002	3,003	3,005	3,006	3,008	3,009
TOTAL		30,200	30,215	30,357	30,501	30,647	30,795	30,945

ANNUAL GROWTH = 0.41%

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EXHIBIT 16
TESUQUE COMMERCIAL ESTIMATES AND PROJECTIONS

NFPA CLASS	CLASS GROWTH RATE	1994	1995	1996	1997	1998	1999	2000
CLASS 3	1.00000	0	0	0	0	0	0	0
CLASS 4	1.02000	348,000	354,960	362,059	369,300	376,686	384,220	391,905
CLASS 5	1.01760	19,000	19,334	19,675	20,021	20,373	20,732	21,097
CLASS 6	1.01760	4,800	4,884	4,970	5,058	5,147	5,238	5,330
CLASS 7	1.01600	154,700	157,175	159,690	162,245	164,841	167,478	170,158
TOTAL		526,500	536,354	546,394	556,624	567,048	577,668	588,489

ANNUAL GROWTH = 1.87%

EXHIBIT 17
TURQUOISE TRAIL COMMERCIAL ESTIMATES AND PROJECTIONS

NFPA CLASS	CLASS GROWTH RATE	1994	1995	1996	1997	1998	1999	2000
CLASS 3	1.02805	36,300	37,318	37,852	38,393	38,942	39,499	40,064
CLASS 4	1.06375	21,000	22,339	23,763	25,278	26,889	28,603	30,427
CLASS 5	1.05610	10,200	10,772	11,377	12,015	12,689	13,401	14,152
CLASS 6	1.05610	13,800	14,574	15,392	16,255	17,167	18,130	19,147
CLASS 7	1.00200	1,058,700	1,060,817	1,062,939	1,065,065	1,067,195	1,069,329	1,071,468
TOTAL		1,140,000	1,145,821	1,151,322	1,157,006	1,162,882	1,168,963	1,175,258

ANNUAL GROWTH = 0.51%

LAND USE ASSUMPTIONS BY FIRE DISTRICT

Agua Fria is an area of rapid growth with an estimated 1994 population of 8,652 and a projected 2000 population of 12,273. The number of housing units in the district is projected to grow from 2,994 in 1994 to 4,403 in 2000. The estimated 1994 square footage of commercial space in the district totals 1,299,800 and is projected to reach 1,541,847 by 2000 (see Exhibit 4 for commercial square footage estimates and projections by NFPA class).

Chimayo/Cundiyo is an area of slow growth with an estimated 1994 population of 3,426 and a projected 2000 population of 3,636. The number of housing units in the district is projected to grow from 1,231 in 1994 to 1,346 in 2000. The estimated 1994 square footage of commercial space in the district totals 152,100 and is projected to reach 161,045 by 2000 (see Exhibit 5 for commercial square footage estimates and projections by NFPA class).

Edgewood is an area of rapid growth with an estimated 1994 population of 4,152 and a projected 2000 population of 5,890. The number of housing units in the district is projected to grow from 1,486 in 1994 to 2,173 in 2000. The estimated 1994 square footage of commercial space in the district totals 294,000 and is projected to reach 428,465 by 2000 (see Exhibit 6 for commercial square footage estimates and projections by NFPA class).

Eldorado is an area of rapid growth with an estimated 1994 population of 3,867 and a projected 2000 population of 6,850. The number of housing units in the district is projected to grow from 1,404 in 1994 to 2,563 in 2000. The estimated 1994 square footage of commercial space in the district totals 276,700 and is projected to reach 805,679 by 2000 (see Exhibit 7 for commercial square footage estimates and projections by NFPA class).

Galisteo is an area of slow growth with an estimated 1994 population of 264 and a projected 2000 population of 297. The number of housing units in the district is projected to grow from 95 in 1994 to 110 in 2000. The estimated 1994 square footage of commercial space in the district totals 15,500 and is projected to reach 17,416 by 2000 (see Exhibit 8 for commercial square footage estimates and projections by NFPA class).

Glorieta is an area of slow growth with an estimated 1994 population of 778 and a projected 2000 population of 876. The number of housing units in the district is projected to grow from 282 in 1994 to 327 in 2000. The estimated 1994 square footage of commercial space in the district totals 1,814,500 (including the Glorieta Baptist Conference Center) and is projected to reach 1,831,297 by 2000 (see Exhibit 9 for commercial square footage estimates and projections by NFPA class).

Hondo is an area of slow growth with an estimated 1994 population of 3,190 and a projected 2000 population of 3,592. The number of housing units in the district is projected to grow from 1,183 in 1994 to 1,373 in 2000. The estimated 1994 square footage of commercial space in the district totals 17,000 and is projected to reach 17,477 by 2000 (see Exhibit 10 for commercial square footage estimates and projections by NFPA class).

La Cienega is an area of moderate growth with an estimated 1994 population of 3,559 and a projected 2000 population of 4,769. The number of housing units in the district is projected to grow from 1,236 in 1994 to 1,717 in 2000. The estimated 1994 square footage of commercial space in the district totals 346,800 (including National Guard Complex) and is projected to reach 461,196 by 2000 (see Exhibit 11 for commercial square footage estimates and projections by NFPA class).

La Puebla is an area of slow growth with an estimated 1994 population of 3,196 and a projected 2000 population of 3,392. The number of housing units in the district is projected to grow from 1,173 in 1994 to 1,283 in 2000. The estimated 1994 square footage of commercial space in the district totals 64,000 and is projected to reach 65,802 by 2000 (see Exhibit 12 for commercial square footage estimates and projections by NFPA class).

Madrid is an area of moderate growth with an estimated 1994 population of 313 and a projected 2000 population of 374. The number of housing units in the district is projected to grow from 112 in 1994 to 138 in 2000. The estimated 1994 square footage of commercial space in the district totals 60,600 and is projected to reach 98,412 by 2000 (see Exhibit 13 for commercial square footage estimates and projections by NFPA class).

Pojoaque is an area of moderate growth with an estimated 1994 population of 6,611 and a projected 2000 population of 8,126. The number of housing units in the district is projected to grow from 2,471 in 1994 to 3,130 in 2000. The estimated 1994 square footage of commercial space in the district totals 531,900 and is projected to reach 631,353 by 2000 (see Exhibit 14 for commercial square footage estimates and projections by NFPA class).

Stanley is an area of slow growth with an estimated 1994 population of 699 and a projected 2000 population of 787. The number of housing units in the district is projected to grow from 250 in 1994 to 291 in 2000. The estimated 1994 square footage of commercial space in the district totals 30,200 and is projected to reach 30,945 by 2000 (see Exhibit 15 for commercial square footage estimates and projections by NFPA class).

Tesuque is an area of slow growth with an estimated 1994 population of 3,136 and a projected 2000 population of 3,531. The number of housing units in the district is projected to grow from 1,230 in 1994 to 1,419 in 2000. The estimated 1994 square footage of commercial space in the district totals 526,500 and is projected to reach 588,489 by 2000 (see Exhibit 16 for commercial square footage estimates and projections by NFPA class).

Turquoise Trail is an area of moderate growth with an estimated 1994 population of 4,031 and a projected 2000 population of 5,401. The number of housing units in the district is projected to grow from 1,414 in 1994 to 1,965 in 2000. The estimated 1994 square footage of commercial space in the district totals 1,140,000 (including the Penitentiary) and is projected to reach 1,175,259 by 2000 (see Exhibit 17 for commercial square footage estimates and projections by NFPA class).

ARTICLE XII - CAPITAL IMPACT FEES

SECTION 1 - FIRE AND RESCUE IMPACT FEES

1.1 Intent and Purpose

This Ordinance is intended to assess and collect an impact fee in an amount based upon the gross covered floor area of both nonresidential and residential development in order to finance fire and rescue facilities and equipment, the demand for which is generated by development in designated service areas. The County intends to maintain a minimum level of service of ISO 7/9 for fire and rescue protection. The Board intends to impose impact fees within the entire unincorporated areas of the County. However, such fees will not be imposed within the extraterritorial jurisdiction until a joint powers agreement has been executed between the County and the Cities for imposition of such fees within the extraterritorial jurisdictions. The joint powers agreement will reflect the mutual aid response agreements. The County is responsible for and will meet all fire and rescue capital improvement needs associated with existing development within the unincorporated areas of the County. Only capital improvement needs created by new development in the designated service areas will be met by impact fees. Impact fees shall not exceed the cost to pay for a proportionate share of the cost of systems improvements, based upon service units, needed to serve new development. The impact fees shall be spent on new or enlarged capital facilities and equipment that substantially benefit those developments that pay the fees. The impact fees may also be spent on (1) the estimated cost of preparing and updating the fire capital improvements plan; (2) for the fees paid for services directly related to the construction of capital improvements of facility expansions and (3) for administrative costs associated with this Ordinance, such administrative costs not to exceed three percent (3%) of the total impact fees collected.

1.2 Definitions

Advisory Committee - the group of appointed citizens of Santa Fe County selected by the board pursuant to Section 5-8-57 NMSA 1978 and Resolution 1993-44.

Assess and assessment - a determination of the amount of the impact fee.

Capital improvements - the public buildings for fire and rescue services as well as essential vehicle and equipment costing ten thousand dollars ($10,000) or more and having a life expectancy of ten years or more. Capital improvements does not include costs associated with the operation, administration, maintenance or replacement of capital improvements unless otherwise specified herein.

Collect and collection - the time of payment of the impact fee.

Development permit - the permit required for new construction and additions pursuant to the Code, as it may be amended. The term 'development permit', as used herein, shall not be deemed to include permits required for remodeling, rehabilitation or other improvements to an existing structure or rebuilding a damaged or destroyed structure, provided there is no increase in the gross covered floor area nor a change to a higher NFPA risk level.

Fire capital improvements plan - the plan required by the Development Fees Act that identifies capital improvements or facility expansion for which impact fees may be assessed.

Gross covered area - the total square feet of covered space on each floor or floors comprising the structure whether enclosed or not. including carports. garages. portales. breezeways. verandas and porches.

Impact fee - the charge imposed pursuant to the Ordinance on development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the development.

Impact fee coefficient - the charge per square foot of development as calculated for each NFPA Class.

Land use assumptions - the analysis and projections of future growth and development prepared as the basis for planning future capital improvements. The land use assumptions include a description of the service area(s) and projects of changes in land uses. densities. intensities and population in the service area(s) over at least a five-year period.

NFPA - the National Fire Protection Act which classifies land use according to risk on a scale of 3 to 7 with 7 being the least risky of the classes.

Risk level - the classifications prepared by the NFPA for various types of buildings and structures and the risks for fire inherent in such classifications.

Service areas - those areas designated on the Fire Protection Service Areas Map. incorporated herein. to be served by the capital improvements or facility expansions specified in the fire capital improvements plan.

Service units - the gross covered area of a structure or building and the applicable NFPA risk level.

1.3 General Provisions

1.3.1 Applicability Of Impact Fee

This Ordinance shall be uniformly applicable to all development that occurs within a designated service area. However. impact fees shall not be imposed on development within the extraterritorial jurisdiction of any city until such time as a joint powers agreement is executed between that city and the county for imposition of such fees within the extraterritorial jurisdiction.

1.3.2 Advisory Committee

The Advisory Committee is a standing committee established pursuant to Resolution 1993-44. The Advisory Committee shall meet at the direction of the board or from the committee itself in order to file annual written reports with the board regarding the implementation of the fire capital improvements plan and advise the Board on the need to update or revise the land use assumptions. fire capital improvement plan and impact fee. The Land Use Department and Fire Marshal's Office shall serve as staff to the Advisory Committee.

1.3.3 Establishment of Service Areas

Service areas are established as shown on the Fire Protection Service Areas Map. The service areas include the unincorporated areas within Santa Fe County and are consistent with the service areas established in the fir capital improvements plan. The service areas provide a nexus between those paying the fees and the benefits received to ensure that those developments paying impact fees receive substantial benefits. Service areas may be deleted, added or modified by amendment to this Ordinance and the Fire Protection Service Areas Map. The service areas are:

(a) Agua Fria
(b) Chimayo/Cundiyo
(c) Edgewood
(d) Eldorado
(e) Galisteo
(f) Glorieta
(g) Hondo
(h) La Cienega
(i) La Puebla
(j) Madrid
(k) Pojoaque
(l) Stanley
(m) Tesuque
(n) Turquoise Trail

1.3.4 Land Use Assumptions

The land use assumptions provide a description of the service areas and projections of changes in land uses, densities, intensities, and population in the service areas over at least a five-year period. The Board hereby adopts the Santa Fe County Fire and Rescue Impact Fees Study: Land Use Assumptions approved by the Board on June 14, 1994, which is incorporated herein by reference. The Land Use Assumptions shall be reviewed and updated, if necessary, in conjunction with the update of the fire capital improvements plan described below.

1.3.5 Fire Capital Improvements Plan

(a) The Fire Capital Improvements Plan identifies capital improvements or facility expansions for which impact fees may be assessed. The board hereby adopts the Fire Capital Improvements Plan, which is incorporated herein by reference, particularly as it relates to the allocation of a fair share of the costs of new facilities for fire protection and emergency services to be borne by new users of such facilities and services, and level of service to be provided to the citizens of the County for fire and rescue.
(b) The Fire Capital Improvements Plan shall be updated at least every five years from the date of adoption of this Ordinance (July 11, 1995). Appropriate revisions and amendments to the impact fee schedule and this Section shall be made following such update, if necessary.

1.3.6 Presumption of Maximum Impact

New development shall be presumed to have maximum impact on the necessary fire and rescue capital facilities and equipment as permitted under the highest risk level based on the NFPA classifications for that development.

1.4 Assessment and Collection of Impact Fees

1.4.1 Development permits. No development permit shall be issued for development in a designated service area unless the impact fee is assessed and collected pursuant to this Section.

1.4.2 Business license. No business license shall be issued for a new business which involves a change of use or conversion of an existing structure to a higher NFPA risk level unless the impact fee is assessed and collected pursuant to this Section. The impact fee will be assessed by calculating the applicable fee for the higher risk level minus the fee which would have been applicable for the previous occupancy.

1.4.3 Mobile home parks. Mobile home parks shall be assessed impact fees based on the average size of a mobile home unit (adding the typical double-wide unit and typical single-wide unit together and dividing by two) multiplied by the total number of spaces provided in the mobile home park. (See Section 1.5, Schedule of Impact Fees.) Impact fees shall also be assessed for any community buildings located within the mobile home park. The applicable impact fee shall be collected at the time the owner of the mobile home park obtains the development permit for the park. Mobile homes located outside of established mobile home parks shall be assessed impact fees based on the gross covered area in the applicable risk level for a single family home. Mobile homes shall be exempt from the fifty (50') requirement in Section 1.9.8.

1.4.4 The County shall calculate and assess the impact fee at the earliest possible time.
(a) For land that is platted after the effective date of this Ordinance (August 27, 1995), the impact fee shall be assessed at the time that the plat is recorded.
(b) For land that was platted prior the effective date of this Ordinance or for development that occurs without platting, the impact fee shall be assessed at the time of issuance of a development permit.

1.4.5 The calculation and assessment of the impact fees shall be valid for a period of at least four (4) years from the date of such assessment.

1.4.6 Notwithstanding Section 1.4.5 above, the calculation and assessment of impact fees may be revised under the following circumstances:
(a) If the number of service units in the specific development increases; or
(b) If construction is not commenced within four (4) years from the date of development approval or issuance of the development permit, whichever date is earlier.
(c) If the proposed use changes after the assessment is made but before the impact fees are collected, placing the development in a different risk level.

1.4.7 The County shall calculate the amount of the applicable impact fee due by:
(a) Determining the applicable designated service area; and
(b) Determining the NFPA Classes (3-7) of the development; and
(c) Verifying the gross covered area of the development in each class; and
(d) Determining the applicable impact fee coefficient(s) from the table below; and
(e) Multiplying the gross covered area(s) by the impact fee coefficient(s).
(f) If gross covered area is not known at the time of assessment, the impact fee shall be stated in terms of the applicable coefficient for such development.

1.4.8 If the development for which a development permit is sought contains a mix of uses in different NFPA classes, the County shall calculate the impact fee due for the highest risk and apply it to the entire structure. If the development consists of structures separated fifty feet (50') or more from each other, each structure shall be assessed separately according to the applicable NFPA class for each structure. Structures closer than fifty feet (50') to each other shall be considered in the same and highest NFPA class for purposes of assessing the impact fee.

1.4.9 The impact fee shall be due and payable at the time of issuance of a development permit or a business license, whichever is applicable.

1.5 Schedule of Impact Fees

The impact fee imposed by this Ordinance shall be determined by assignments of various types of structures and buildings to risk levels, and application of the impact fee coefficients below. In the event that a question arises as to which Risk Level applies to a particular development, the Fire Marshal shall make the final determination. Such determination may be appealed to the Board as provided in Section 1.7.2 below.

1.5.1 Risk Assignments

a. Risk Level RL 3 - Occupancies in this classification shall be considered Severe Hazard Occupancies, where quantity and combustibility of contents are very high. Fires in these occupancies can be expected to develop very rapidly and have high rates of heat release. Such occupancies include: aircraft hangars, cereal/flour mills, chemical plants, chemical storage, chemical works, cotton processing, distilleries, explosive manufacturing, explosives storage, feed mills, grain elevators, grain warehouses, grist mills, hay bale storage, linseed mills, lumber yards, oil refineries, plastics manufacturing, plastics storage, sawmills, solvent extracting, straw bale storage, varnish/paint manufacturing, wood chip storage.

b. Risk Level RL 4 - Occupancies in this classification shall be considered High Hazard Occupancies, where quantity and combustibility of contents are high. Fires in these occupancies can be expected to develop rapidly and have high rates of heat release. Such occupancies can be expected to develop rapidly and have high rates of heat release. Such occupancies include: auditoriums, commercial barns, bingo halls, casinos, convention centers, department stores, exhibition halls, feed stores, freight terminals, gaming parlors, mercantiles, paper/pulp mills, paper processing, repair garages, rubber manufacturing, rubber storage, commercial stables, theaters, storage warehouses, department store, furniture storage, general storage, paint storage, paper storage, liquor storage, woodworking shops.

c. Risk Level RL 5 - Occupancies in this classification shall be considered Moderate Hazard Occupancies, where quantity and combustibility of contents are moderate and stockpiles of combustibles do not exceed twelve (12) feet in height. Fires in these occupancies can be expected to develop quickly and have moderately high rates of heat release. Such occupancies include: amusement parks, clothing manufacturing, cold storage warehouses, dairy barns, farm storage, grain storage, hatcheries, laundries, leather manufacturing plants, libraries (large rack), lithography shops, machine shops metalworking shops, pharmaceutical manufacturing, plant nurseries, printing plants, publishing plants, restaurants, rope/twine manufacturing, sugar

refineries, tanneries, textile manufacturing plants, tobacco barns, unoccupied buildings.

d. Risk Level RL 6 - Occupancies in this classification shall be considered Low Hazard Occupancies, where quantity and combustibility of contents are moderate and stockpiles of combustibles do not exceed eight (8) feet in height. Fires in these occupancies can be expected to develop at a moderate rate and have moderate rates of heat release. Such occupancies include: armories, auto parking garages, bakeries, barber shops, beauty salons, beverage manufacturing, boiler rooms, breweries, brick/tile manufacturing, canneries, cement plants, churches, creameries, doctor's offices, electronics plants, foundries, fur processing plants, gas stations, glass products manufacturing, municipal/county buildings, post offices, slaughterhouses, telephone exchanges, undertaking establishments, watch/jewelry manufacturing, wineries.

e. Risk Level RL 7 - Occupancies in this classification shall be considered Light Hazard Occupancies, where quantity and combustibility of contents are low. Fires in these occupancies can be expected to develop at a relatively low rate and have relatively low rates of heat release. Such occupancies include: apartments, colleges/universities, convalescent homes, detention centers, dormitories, dwellings, fire stations, fraternity/sorority houses, hospitals, hotels/motels, libraries (small rack), mental health uses, museums, nursing homes, business offices, police stations, prisons, reformatories, schools.

1.5.2 Impact Fee Coefficients

NFPA CLASS	VEHICLE FEE (sq. ft.)	STATION FEE (sq. ft.)	ADMIN. & PROJECT FEE (sq. ft.)	TOTAL IMPACT FEE (sq. ft.)
CLASS 7	$0.17	$0.095	$0.01	$0.275
CLASS 6	$0.215	$0.11	$0.01	$0.335
CLASS 5	$0.215	$0.13	$0.01	$0.355
CLASS 4	$0.285	$0.16	$0.015	$0.46
CLASS 3	$0.355	$0.21	$0.015	$0.585

1.5.3 Impact Fee Applicable to Mobile Home Parks
$385 per mobile home space X (multiplied times) the number of spaces plus any and all applicable impact fees for community buildings.

1.6 Use of Impact Fees Collected

1.6.1 The funds collected pursuant to this Section shall be used solely for the purpose of administering, planning, acquisition, expansion and development of off-site related fire and rescue capital improvements determined to be needed to serve new development, including:
(a) estimated capital improvements plan cost; and
(b) planning, surveying and engineering fees related to the construction of capital improvements or facility expansions; and
(c) fees related to the preparation or updating of the fire capital improvements plan.

1.6.2 All funds shall be used exclusively within the service area from which they were collected and in a manner consistent with this section and the requirements of the Development Fees Act (Section 5-8-1 NMSA 1978.)

1.6.3 Notwithstanding the above, the County shall be entitled to retain three percent (3%) of the impact fees collected annually. The retained funds shall be utilized to offset the administrative costs associated with the collection and use of such funds.

1.7 Administrative Procedures Regarding Impact Fees

1.7.1 Variances

Petitions for variances to the application of the Ordinance shall be made to the Land Use Administrator in accordance with procedures to be established by resolution of the Board.

1.7.1 Administration of Impact Fees

a. Transfer of funds to finance department. Upon receipt of impact fees, the county Finance Department shall be responsible for placement of such funds into separate accounts as hereinafter specified. All such funds shall be deposited in interest bearing accounts in a bank authorized to receive deposits of county funds. Interest earned by each account shall be credited to that account and shall be used solely for the purposes specified for funds of such account.

b. Establishment and maintenance of accounts. The County Finance Department shall establish and maintain separate accounts for each service area described herein.

c. Maintenance of records. The County Finance Department shall maintain and keep accurate financial records for each account that shall clearly identify the payer of the impact fee, the date of receipt of the impact fee and the amount received. The financial records shall show the disbursement of all revenues from each account The County Finance Department shall prepare an annual report describing the amount of any impact fees collected, encumbered and used during the preceding year by service area.

d. Public inspection. The records of the accounts shall be available for public inspection and copying during ordinary County business hours.

1.7.1 Refunds

a. The current record owner of property on which an impact fee has been paid may apply for a refund of such fee if:
   i. the County has failed to provide a capital improvement included in the fir capital improvements plan within that service area within seven (7) years from the date of payment, or
   ii. the fire and rescue service is not available within a reasonable period of time after completion of construction considering the type of capital improvement or facility expansion to be constructed, or
   iii. the development permit for which the impact fee has been paid has lapsed for noncommencement of construction.
b. A petition for refund must be filed by the applicant within one (1) year of the event giving rise to the right to claim a refund.

c. The petition for refund must be submitted to the Code Administrator or his duly designated agent on a form provided by the County for such purpose.
d. Within thirty (30) days from the date of receipt of a petition for refund. the Code Administrator must provide the applicant. in writing. with a decision on the refund request including the reasons for the decision. If a refund is due the applicant. the Code Administrator shall notify the County Treasurer and request that a refund payment be made to the applicant.
e. The applicant may appeal the determination of the Code Administrator to the Board within thirty (30) days of such determination. as provided in Section 56-8-3 NMSA 1978.

1.7.1 Credits

a. A property owner may elect to construct or purchase a capital improvement listed in the Fire Capital Improvements Plan. If the property owner elects to make such improvement. the property owner must enter into a written agreement with the county prior to issuance of any development permit. The agreement must establish the estimated cost of the improvement. the schedule for initiation and completion of the improvement. a requirement that the improvement be completed to accepted County standards. and such other terms and conditions as deemed necessary by the County. The County must review the improvement plan. verify costs and time schedules. determine if the improvement is an eligible improvement, and determine the amount of the applicable credit for such improvement to be applied to the otherwise applicable impact fee prior to issuance of any development permit. In no event may the County provide a refund for a credit that is greater than the applicable impact fee. If. however. the amount of the credit is calculated to be greater than the amount of the impact fee due. the property owner may utilize such excess credit toward the impact fees imposed on other development permits for development on the same site and in the same ownership.
b. The County shall reasonably provide for credits for other past and future monetary and nonmonetary contributions by the developer to the construction of the same capital improvements. as follows:
   i. Present value of amounts contributed within the past two years for any land dedications. physical improvements. financial contributions. or property taxes;
   ii. Present land dedications and physical improvements;
   iii. Future land dedications. physical improvements and property taxes for a period of two years.
c. No credit shall be given for the construction of local on-site facilities required by zoning. subdivision. or other County regulation intended to serve only that development.
d. The applicant shall have the burden of claiming such credit at the time the impact fee assessment is made. The Code Administrator shall make the final determination regarding the applicable credits. The applicant may appeal the decision of the Code Administrator to the Board. as provided in Section 1.7.2 below.

1.7.2 Appeals

After calculation and assessment of the impact fee. an applicant may appeal the amount of the impact fee to the Board. The applicant must file a notice of appeal with the Code Administrator within thirty (30) days following the assessment of the impact fee. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to County counsel in an amount equal to the impact fee assessed. the Code Administrator shall issue

the development permit. The filing of an appeal shall not stay the collection of the impact fee unless a bond or other sufficient surety has been filed.

1.7.3 Bonding of Excess Facility Projects

The County may issue bonds, revenue certificates, and other obligations of indebtedness in such manner and subject to such limitations as may be provided by law in furtherance of the provision of capital improvement projects. Funds pledged toward retirement of bonds, revenue certificates or other obligations of indebtedness for such projects may include impact fees and other County revenues as may be allocated by the Board. Impact fees paid pursuant to this Ordinance, however, shall be restricted to user solely and exclusively for financing directly, or as a pledge against bonds, revenue certificates, and other obligations of indebtedness for the cost of capital improvements as specified herein.

1.7.4 Effect of Impact Fee on Zoning and Subdivision Regulations

This Ordinance shall not affect, in any manner, the permissible use of property, density of development, design and improvement standards and requirements, or any other aspect of the development of land or provision of capital improvements subject to the zoning and subdivision regulations of the County, which shall be operative and remain in full force and effect without limitation with respect to all such development.

1.7.5 Impact Fee as Additional and Supplemental Requirement

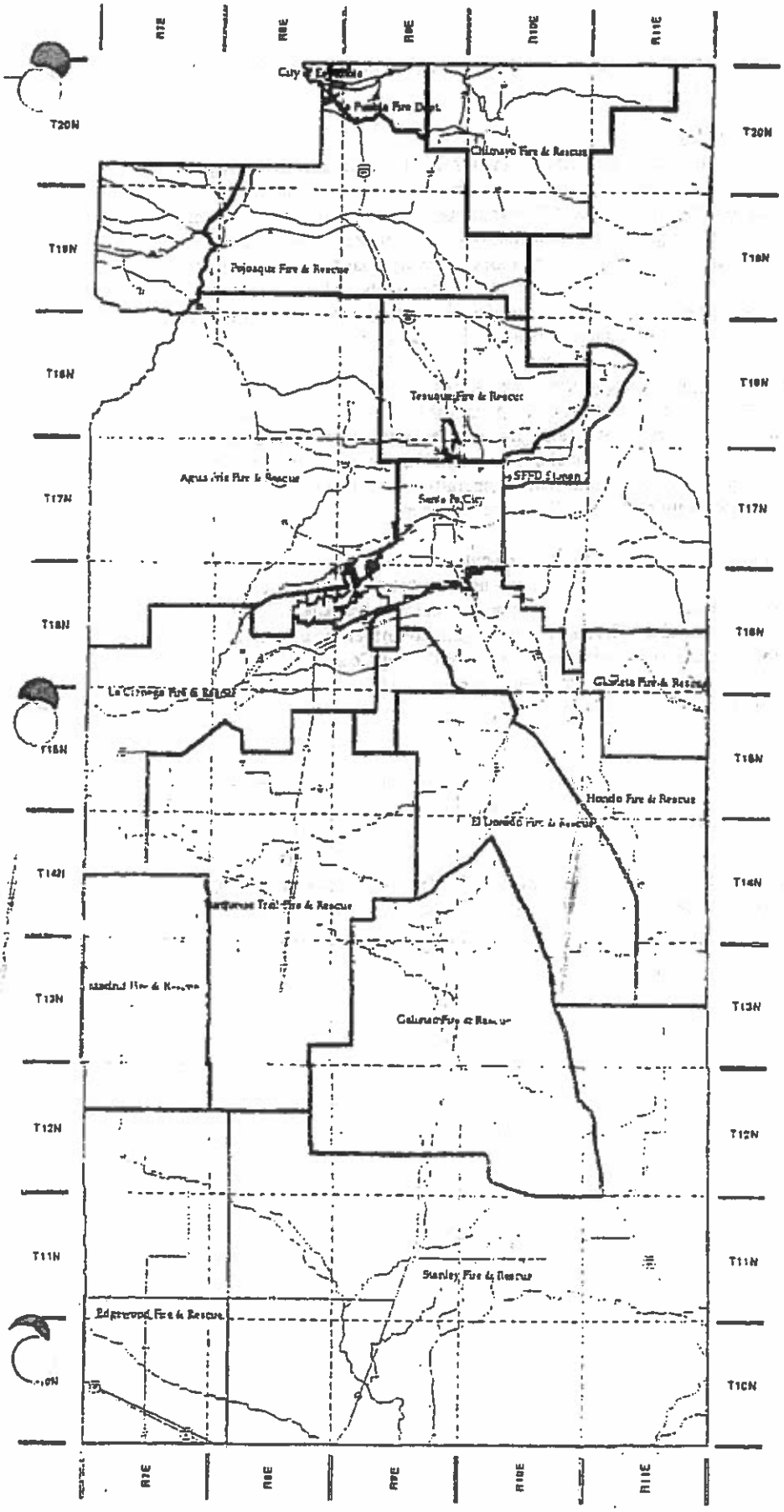
The impact fee is additional and supplemental to, and not in substitution of, any other requirements imposed by the County on the development of land or the issuance of development permits. It is intended to be consistent with and to further the objectives and policies of the General Plan, the Fire Improvements Plan, and other County policies, ordinances and resolutions by which the County seeks to ensure the provision of public facilities in conjunction with the development of land.

1.7.6 Review and Amendment

The County Land Use Department and Fire Marshal shall review, update and propose any amendments to the land use assumptions, fire capital improvements plan and the impact fee at least every five years from the effective date of this Ordinance (August 27, 1995.) The Advisory Committee shall be consulted during such review and file its written comments concerning any amendments with the Board. The Board shall take action on any proposed amendments consistent with the provisions of the "Development Fees Act".

1306191

Fire Districts
Santa Fe County



LEGEND

- Fire District Boundaries
- Santa Fe County Boundary
- Incorporated City Boundaries
- Township and Range Lines
- Major Roads and Highways
- Major Streams and Arroyos

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Scale 1:500,000

This information is for reference only. Santa Fe County assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy when necessary.

SANTA FE COUNTY

August 12, 1996

1306192

PASSED, ADOPTED AND APPROVED this 10 day of SEPT., 1996, by the Santa Fe County Board of County Commissioners.

RICHARD D. ANAYA, CHAIRMAN

ATTEST:

JONA G. ARMIJO. COUNTY CLERK

959-280

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed for record on the 18 day of SEPT. 19 96, at 4:40 o'clock a.m. and was duly recorded in book 1305 - 1306 page 912 - 192 of the records of Santa Fe C
Witness my Hand and Seal of Of.
Jona G. Armijo
County Clerk, Santa Fe County, N

Deput

APPROVED AS TO FORM:

STEVEN KOPELMAN. COUNTY ATTORNEY

COUNTY CLERK
SANTA FE COUNTY NEW MEXICO
JONA G. ARMIJO

CERTIFICATE OF FILING

I. Jona G Armijo County Clerk, do hereby certify that the foregoing ordinance, designated as Ordinance. No. 1996 - 10. was filed in my office on the 18 day of SEPT., 1996, in book Number 1305-1306 at Page 912 - 192

SANTA FE COUNTY CLERK

JONA G ARMIJO

Santa Fe County

Fiscal Impact Report

Department / Division: Public Works

Action Item to be Considered: Resolution to renew Fire Impact Fees

Agreement Number:

Indicate with a ☑ below	Section 1 -Identify the type of document below for BCC Consideration and Approval
☐	Revenue, e.g. Grant, charges and fees, etc.
☐	Contractual Services (includes change orders), e.g. Professional services agreement, construction, price agreement, joint powers agreement, lease agreement, etc.
☐	Loan/Grant Agreement
☑	Other: Resolution

Indicate with a ☑ below	Section 2 - Funding Source Identify the item below for BCC Consideration and Approval
☐	General Fund, e.g. property taxes, gross receipt taxes, etc.
☐	Special Revenue Funds, e.g. Fire, Indigent, etc.
☐	Capital Outlay GRT, (capital infrastructure only, does not include maintenance or repair costs)
☐	Bond Proceeds (general obligation and gross receipt tax revenue bonds)
☐	Grant Funds. If yes, indicate the percentage and amount required % and/or $, and source. % $ Source
☑	Other: N/A

Section 3 - Ongoing operations and maintenance (O&M) requirements:
Short Term (Specify needs for the current fiscal year only) None
New FTE's # Position Hourly Rate $ Current Fiscal Year Cost $ Annual Cost $
Initial Costs (Vehicle, computer, office space, etc.) None
O & M (Concisely identify the recurring needs, supplies, equipment, and the resources

necessary for carrying out the job duties)

None

Current Fiscal Year Cost $ **Annual Cost $**

Long Term (Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs)

None

Salary & Benefits:

All other expenses:

Section 4 - Revenue

Short Term (Specify the revenue potential for the current fiscal year only. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Fees dependant on square footage of new development permits.

Current FY Estimate $ 60,000

Long Term (Specify the revenue potential for the next four (4) fiscal years. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Annual Estimate $ 180,000 **Total (next 4 years) $** 720,000

Additional Narrative

(Should include additional information such as significant issues, administrative issues and technical issues. What consequences, if any, may occur if this item is not acted upon):

Approving the renewal of the current Fire and Rescue Impact Fees will have positive financial implications for the county with the receipt of funds to support Fire and Rescue capital needs. There will be no O&M or capital fiscal requirements with the continuance of the impact fee structure.

Prepared by Adam Leigland **Reviewed by**

File Attachment

File Attachment

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *Oct 15, 2013*

TO: *Board of County Commissioners*

VIA: *Katherine Miller, County Manager*

FROM: *Adam Leigland, Public Works Director* 10/15/13

ITEM AND ISSUE: LA CIENEGA WATERSHED CONDITIONS AND COUNTY UTILITY EXPANSION

BACKGROUND

In 2002, the Board of County Commissioners passed Ordinance 2002-9, the *La Cienega And La Cieneguilla Traditional Community Zoning District Ordinance*, which, among other things, implemented the *La Cienega Watershed Conditions*. The detailed requirements of the watershed conditions are shown on Attachment 1, but in short, they include the following:

- Properties must hook up to County water when utility service is available within 200 feet of the property line of land being divided or in the case of a commercial development application.
- At the time the connection is made to the County water utility, lot owners agree to disconnect any domestic wells and to discontinue use of the wells except in emergency circumstances.
- The lot owners will pay the necessary cost to make the connection, which would be the County hook-up fee and any costs associated with bringing water service from the property line to any structure on the property. This is roughly estimated at $5000 per property ($2750 connection fee plus $2250 for infrastructure).

The purpose of the conditions was to eliminate as much domestic well use as possible in an effort to preserve groundwater supplies and the flows of the springs.

County parcel data shows that out of approximately 1,645 private parcels in the plan area, approximately 392 parcels are subject to the watershed conditions with the majority concentrated in Upper La Cienega. The map at Attachment 2 shows the plan area, with the affected parcels shown in purple. The existing County water lines in the area are indicated by light blue lines.

Analysis shows that in order to reach all 392 affected parcels, approximately 12.3 miles of water line will be required along 23 different road segments, with an estimated construction cost of $7.5M

to build the entire 12.3 miles. The construction could be phased into three phases, capturing the majority of parcels in the first phase and the remainder in the subsequent phases.

DISCUSSION

The watershed conditions, while explicit, will be rather problematic to implement. First, customer density in the area (measured in customers per mile of line) would be low, at approximately 22 customers/mile, which is less than half of the County-wide average. This makes the economics of expansion in this area less than appealing. It is possible to connect other parcels to any water lines, thus increasing customer density, but the County currently has no ordinances to compel such a connection for any parcel not subject to the watershed conditions.

Second, enforcement may be difficult. The ordinance requires that well use be discontinued once connection to the utility is made. To prevent cross-contamination, this will require that the well be physically disconnected from the water service line, which will require verfication. Since the ordinance allows emergency use of the disconnected well, many lot owners may choose to keep their wells active, in which case it will be difficult to ensure that the wells are not being used for irrigation and other external uses.

Third, many lot owners may be unable to pay the estimated $5000 to connect to the County utility when the utility is within 200 feet of the property line. The connection fee, currently $2750 for a residential meter, could be paid back over time or even, at the Board's discretion, waived, but the cost of the infrastructure from the property line to the house, because of the anti-donation clause, cannot be carried by the County.

The County recently received a Water Trust Board grant to install approximately 2500 feet of water line on Camino Loma and Cielo del Oeste in La Cienega; this line is shown as the dotted blue line on the map at Attachment 2. This line will allow seven parcels subject to the watershed conditions to connect to the County utility. This project (which is in design) could be a test case for the water shed condition and be used to iron out the larger policy issues.

ACTION REQUESTED:

None; for information only.

Attachment 1

SANTA FE COUNTY ORDINANCE NO. 2002-9
LA CIENEGA AND LA CIENEGUILLA TRADITIONAL COMMUNITY ZONING DISTRICT

LA CIENEGA WATERSHED CONDITIONS

1) **CONNECTION TO COUNTY WATER UTILITY** LOT OWNERS, THEIR SUCCESSORS AND ASSIGNEES SHALL AGREE TO CONNECT TO THE COUNTY WATER UTILITY WHEN SERVICE IS AVAILABLE WITHIN 200 FEET OF THE PROPERTY LINE OF THE LAND BEING DIVIDED, WHICH 200 FEET SHALL BE MEASURED ALONG PLATTED EASEMENTS TO THE NEAREST PROPERTY LINE. THE LANDOWNERS, SUCCESSORS, AND ASSIGNEES AGREE NOT TO OPPOSE THE CREATION OF AN IMPROVEMENT DISTRICT PURSUANT TO SECTION 4-55A-1 ET. SEQ. NMSA 1978 (1997 REPL. PAMP.), AS THOSE SECTIONS MAY BE APPROPRIATE. ALTERNATIVELY, THIS CONDITION DOES NOT PRECLUDE ANY OTHER MEANS OF FINANCING THAN THE IMPROVEMENT DISTRICT METHOD. THE LINE EXTENSION WITHIN SAID 200 FEET SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE RULES AND REGULATIONS AND TARIFFS OF THE SANTA FE COUNTY WATER COMPANY.

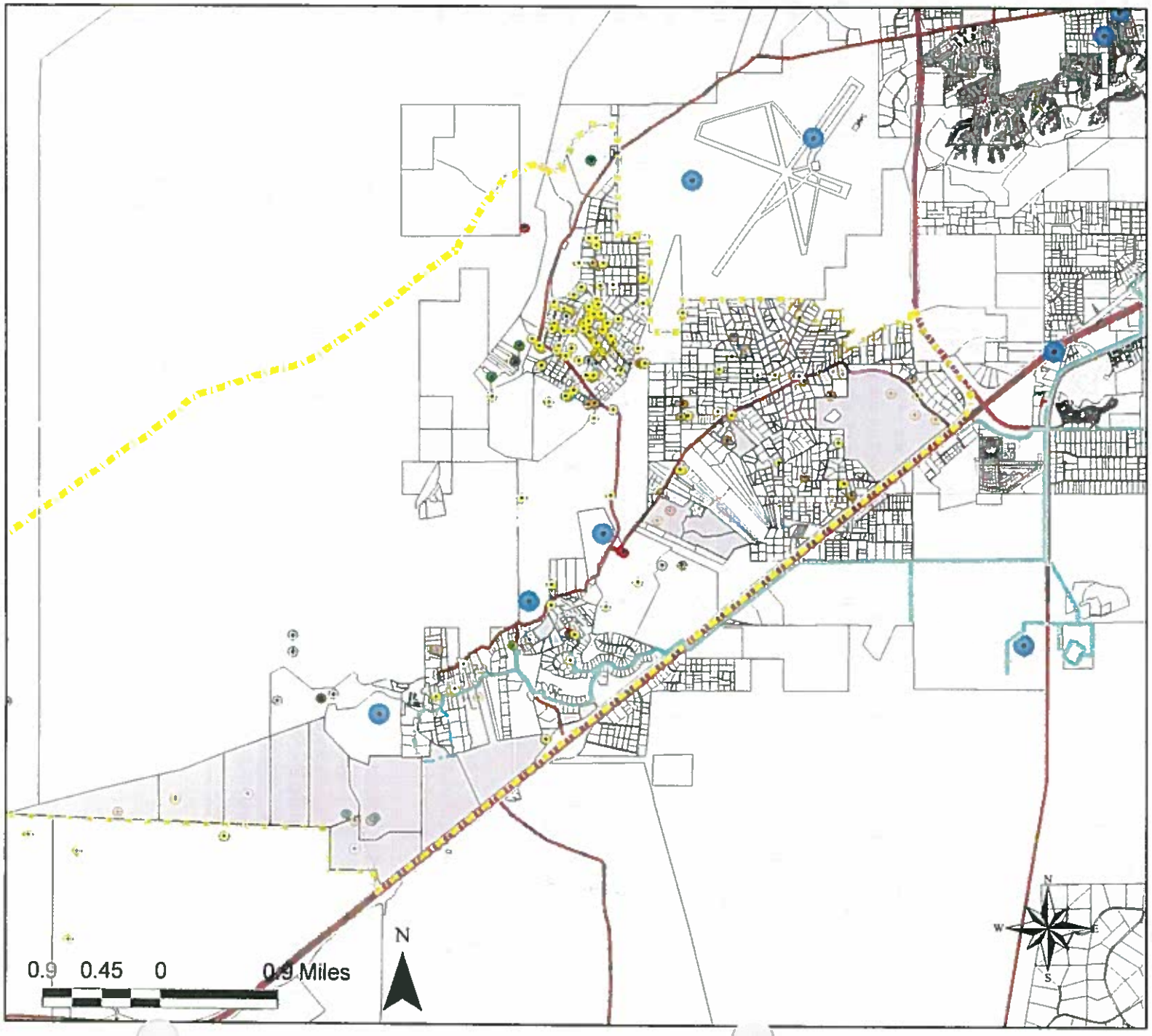
2) **ENCOURAGEMENT FOR SHARED WELLS** TO THE GREATEST EXTENT FEASIBLE, LOT OWNERS SHOULD USE SHARED WELLS TO MINIMIZE EXPENSES RELATED TO THE INTERIM WATER SUPPLIES.

3) **DESIGN AND CONSTRUCTION** AT THE TIME A LINE EXTENSION IS MADE PURSUANT TO PARAGRAPH 1 ABOVE. THE DISTRIBUTION SYSTEM WITHIN THE LAND DIVIDED SHALL BE DESIGNED TO MEET THE MINIMUM FIRE FLOW REQUIREMENTS OF THE SANTA FE COUNTY WATER UTILITY, EXCLUSIVE OF ANY RESERVOIR CAPACITY.

4) **DISCONNECTION FROM DOMESTIC WELLS** AT THE TIME THE CONNECTION IS MADE TO THE SANTA FE WATER UTILITY, LOT OWNERS, THEIR HEIRS, SUCCESSORS, AND ASSIGNEES, AGREE TO DISCONNECT ANY DOMESTIC WELLS CREATED UNDER NMSA SECTION 72-12-1 NMSA 1978 (1997 REPL. PAMP.) AND TO DISCONTINUE USE OF SAID WELLS EXCEPT IN EMERGENCY CIRCUMSTANCES.

5) **EASEMENTS** LOT OWNERS SHALL DEDICATE A 15 FOOT WIDE UUTILITY EASEMENT ALONG ALL PROPERTY LINES FOR THE INSTALLATION OF INFRASTRUCTURE AND WATER DISTRIBUTIONLINES FOR THE COUNTY UTILITY SYSTEM.

6) **WELL DESIGN** A GOOD FAITH EFFORT SHALL BE MADE TO DRILL ALL WELLS 50 FEET INTO THE TESUQUE FORMATION AND TO CONNECT A SEAL TO PREVENT MIXING OF WATERS BETWEEN THE TESUQUE AND ANCHA FORMATIONS. A SUGGESTED WELL DESIGN IS AVAILABLE FROM THE COUNTY LAND USE DEPARTMENT.



Santa Fe County
La Cienega / La Cieneguilla Water Sources & Conditions

Parcels_w/ La Cienga Watershed Conditons (not complete)

Water Wells

USE

- Irrigation
- Livestock, 21-1-72
- Domestic and Livestock, Non 12-1-72
- Domestic One Household, 12-1-72
- Domestic, Non 12-1-72
- Multiple Domestic Households, 12-1-72
- Sanitary for Commercial Use, 21-1-72
- Brine Production
- Unknown Use

Community Water Systems

Santa Fe County Water Pipes

Proposed Extension Santa Fe County Water Pipes

Minor Roads

Major Roads

Jul 16 2012
la_cienega_utilities_map_update.mxd

Santa Fe County
Growth Management

Planning Division

21 October 2013

TO: Santa Fe County Commissioners – 28 October 2013 Meeting
FROM: Acequia de La Cienega Association Board of Commissioners
RE: Acequia de La Cienega

As representatives of our Acequia Association, we would like to give you information about our system. The acequia system that supplies our community is vital to the livelihood and quality of life of our residents. Acequia de La Cienega is one of the largest and oldest acequias in the State of New Mexico. Over 30 parcientes and over 90 acres of farmland benefit from the Association. This tradition has a history that is traced back to the 1600s when families first depended on the waters of La Cienega to farm. Members from these founding families still maintain the traditions of their ancestors, together with newer community members who honor and respect the acequia system's valuable asset .

In today's world, the traditions we hold are seriously threatened. In the last 40 years, the acequia of La Cienega has experienced an over 70% depletion of irrigation water. In the summer of 2013, we struggled to provide water to 25 acres of the 90 acres established by our centuries-old water rights which are documented to exist since the 1700s.

The Acequia de La Cienega understands the impact of the sustained drought and how over pumping of the aquifer has affected our water sources. This summer, we experienced record-setting rainfall, but the overall impact was not felt by the irrigation system. Due to flow problems at our headwaters, parcientes were denied their rightful water.

Over-pumping of the aquifer has affected our water sources but the biggest and most direct impact on the headwaters of our acequia has been the proliferation of the residential wells in the racetrack area. This over 400 home subdivision was created by family lot splits which avoided any of the subdivision requirements of the County of Santa Fe for roads, waste water and domestic water, etc. Santa Fe County requires these homes to have meters on their wells and to report water consumption but this is not enforced, nor are there any efforts to impose fees, fines or other penalties if water use is exceeded or abused. Many residents have been observed to have small farms; extensive non-drought-tolerant landscaping and vegetation; and fully functioning multi-horse stables using groundwater that heavily exceeds the water rights they are allowed.

The Acequia de La Cienega appreciates the County Commission's continuing support regarding our area water sources but that support now must go beyond resolutions and legislative memorials. The La Cienega Watershed Conditions were established in the 1990s as a way to preserve and protect the historic agricultural traditions of our community. Over 400 homes in the Los Pinos-Las Estrellas are required to connect to the County Water system as a condition of the lot splits that were approved. These conditions must be monitored and enforced – but this cannot happen until the County makes a lasting commitment and prioritizes the necessary infrastructure for the water system extension.

The enforcement of the La Cienega Watershed Conditions cannot be delayed or neglected any longer.

The Acequia de La Cienega respectfully requests that the Santa Fe County Commission make the planning and funding to enforce the La Cienega Watershed Conditions its highest infrastructure priority. The Acequia de La Cienega and the La Cienega Valley Association are united in their commitment to making this request on behalf of the community members we represent. In so doing, we have established a commitment to work with Santa Fe County, our legislators, both at the State and Federal level to secure necessary funding for this project.

The preservation and protection of the historic agricultural traditions of the La Cienega Valley depend on your participation and support.

Thank you for your time and considering our request,

The Board of Commissioners, Acequia de La Cienega

/S/ Brenda Dominguez Reynaldo Romero Ricardo Romero

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: **October 15, 2013**

TO: **Board of County Commissioners**

FROM: **Bill Taylor, Procurement Manager** BT

VIA: **Katherine Miller, County Manager**
Adam Leigland, Public Works Director
Mark A. Hogan, Projects & Facilities Director

ITEM AND ISSUE: BCC Meeting October 29, 2013

REQUEST APPROVAL TO AWARD NINE (9) CONTRACTS FOR NO. 2014-0030-PW/PL ON-CALL ENGINEERING SERVICES, EACH IN THE AMOUNT OF $500,000 FOR A TOTAL OF $4,500,000 EXCLUSIVE OF GRT AND REQUEST SIGNATURE AUTHORITY FOR COUNTY MANAGER TO EXECUTE THE PURCHASE ORDERS

BACKGROUND

The Purchasing Division in collaboration with Public Works Division recognized a need for on-call engineering services to be provided on an as-needed basis as specific engineering projects are identified and as funding becomes available. It was agreed that the ability to move various roadway, utility, open space & trail and river restoration projects forward more efficiently would be augmented by the availability of multiple on-call engineering contracts.

ISSUE

The Purchasing Division issued Request for Proposals (RFP) #2014-0030-PW/PL On-Call Engineering Services on July 28, 2013. This solicitation was advertised in the Santa Fe New Mexican and the Albuquerque Journal and posted on the County's Website. Twenty-seven (27) firms attended the mandatory pre-proposal conference and nineteen proposals were received in response to the RFP.

All proposals were reviewed by the Purchasing staff to ensure responsiveness. An evaluation committee consisting of five County members reviewed, scored and ranked the proposals as follows:

1. Louis Berger Engineering, Albuquerque, NM
2. Morris Engineering Surveying, Santa Fe, NM

3. Souder Miller & Associates, Santa Fe, NM
4. Riverbend Engineering, Albuquerque, NM
5. HDR Engineering, Albuquerque, NM
6. Santa Fe Engineering, Santa Fe, NM
7. William J. Miller Engineering, Santa Fe, NM
8. Sullivan Design Group, Santa Fe, NM
9. Bohannan Huston, Albuquerque, NM
10. CDM Smith, Albuquerque, NM
11. Engineers, Inc., Tucumcari, NM
12. Parsons Brinckerhoff, Albuquerque, NM
13. Wilson & Company, Albuquerque, NM
14. Smith Engineering, Albuquerque, NM
15. Molzen Corbin, Albuquerque, NM
16. OCCAM, Santa Fe, NM
17. Huitt Zollars, Rio Rancho, NM
18. Biohabitats, Santa Fe, NM
19. Walker Engineering, Santa Fe, NM

Although most of the proponents are qualified engineering firms the evaluation committee made its determinations based on the most qualified firms that provided the best prepared and most responsive proposals. The basis of selection also involved acquiring all the specific engineering disciplines the County requires for varied and diverse projects. These factors resulted in the top nine (9) engineering firms listed above being selected for multiple award contracts after careful deliberation by the evaluation committee.

ACTION REQUESTED

The Purchasing Division requests authorization to enter into nine (9) On-Call Engineering Agreements No. 2014-0030-PW/PL with Louis Berger Engineering, Morris Engineering Surveying, Souder Miller & Associates, Riverbend Engineering, HDR Engineering, Santa Fe Engineering, William J. Miller Engineering, Sullivan Design Group, and Bohannan Huston and requests signature authority for County Manager to execute the purchase orders.

AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING SERVICES

PROJECT: On-Call Engineering Design and Related Services

PROJECT LOCATION: TO BE DETERMINED

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
2013 EDITION, Part A of Two Parts

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract without the written consent of Santa Fe County shall render this document null and void.

THIS AGREEMENT is made and entered into on this _____day of _____, 2013, by and between SANTA FE COUNTY (hereinafter referred to as the "County"), a New Mexico political subdivision, and LOUIS BERGER, INC., an incorporated company licensed to do business in the State of New Mexico, (hereinafter referred to as the "Engineer").

Hereinafter "County":

Santa Fe County
PO Box 276
102 Grant Avenue
Santa Fe, New Mexico 87504-0276
TELEPHONE: 505-986-6200

Hereinafter "Engineer":

Louis Berger, Inc.
2019 Galisteo Street
Unit M-1
Santa Fe, NM 87505
TELEPHONE: (505) 989-7755

RECITALS

WHEREAS, the County's Public Works Department requires the services of a professional licensed engineer to perform on-call civil engineering design and related services for projects for the County;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112, competitive sealed proposals were solicited via a formal Request for Proposal, RFP No. 2014-0030-PW/PL, for on-call civil engineering services;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purpose of determining the most qualified Offerors, the County has determined the Engineer as one of the most responsive and highest rated Offerors;

WHEREAS, the County agrees to hire the Engineer, and the Engineer agrees to provide professional design and other related engineering services as required hereinafter for the "Project" as defined in Article 1. "Project Description" and in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, the County requires the services of the Engineer, and the Engineer is willing to provide these services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. PROJECT DESCRIPTION

The "Project" is to provide on-call design and other related engineering services for a number of projects on an as needed basis determined by the County. The County, at its sole discretion, shall determine what projects are assigned to the Engineer. During the term of the Agreement, Project Assignment (Attachment 1) that includes a detailed Scope of Work and Project Schedule will be issued to the Engineer by the County. Upon receipt of a Project Assignment, the Engineer will be required to submit Exhibit A, Project Cost/Compensation and Schedule form and Exhibit F, Consultant List, if acceptable to the County, the Engineer will receive written Authorization to Proceed (Attachment 2).

2. SCOPE OF WORK

A. The Scope of Work as determined by the County will be included at time of issuance of each written project assignment to the Engineer.

B. Engineering services shall include, without limitation:

1) Roadway Design,

2) Traffic Analysis and Design,
3) Structural/Geotechnical Analysis and Design,
4) Drainage Analysis and Design,
5) Water Transmission and Distribution System Design,
6) Wastewater Process/Sanitary Engineering Design,
7) Water Treatment System Design,
8) Electrical/Mechanical Engineering,
9) Trail Design,
10) River Restoration,
11) Site Analysis and Site Plan Design.

3. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Engineer shall be compensated as follows:

B. County shall pay to the Engineer in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A Project Cost/Compensation and Schedule.

1) The total amount payable to the Engineer under this Agreement, exclusive of gross receipts tax, shall not exceed Five Hundred Thousand Dollars ($500,000.00) per year. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Engineer.
2) This amount is a maximum and not a guarantee that the work assigned to be performed by Engineer under this Agreement shall equal the amount stated herein. The parties do not intend for the Engineer to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Engineer when the services provided under this Agreement reach the total compensation amount. In no event will the Engineer be paid for services provided in excess of the total compensation amount without this Agreement being amended.

C. The Engineer shall submit a written request for payment, on the form attached hereto as Exhibit B Engineer Pay Request Form, when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Engineer acknowledges and agrees that the County may not make any payment hereunder unless and until the County has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender

payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

D. In the event the Engineer breaches this Agreement, the County may, without penalty, withhold any payments due the Engineer for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

E. Payment under the Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. TERM

The term of this Agreement shall be one (1) year. The County has the option to extend the term of this Agreement for three (3) additional years not to exceed a total of four (4) years. The County shall provide written notice of an extension to the Engineer at least sixty (60) days prior to the expiration of this Agreement or any extension thereof. An extension of the term of this Agreement shall be made by written amendment to this Agreement.

5. ENGINEER'S BASIC SERVICES

The Engineer shall provide the following Basic Services:

A. Study and Report Phase.

1) The Engineer shall consult with the County to define and clarify the requirements for the Project.
2) Advise the County of any need for the County to provide additional data or services which are not a part of the Engineer's Basic Services.
3) Identify and analyze requirements of governmental agencies having jurisdiction to approve the portions of the Project designed or specified by the Engineer.
4) Prepare, submit and present draft Study and Report to County Department staff. Obtain written approval from the County for the draft Study and Report, before commencing work on the Preliminary Design Phase.

B. Preliminary Design Phase

1) Convene a meeting with the County and other interested parties to review the Project site. Advise County if additional data, reports, or services are necessary and assist County in obtaining such data, reports, or services.

2) Develop and complete a Development Plan for the area in schematic form for review with County. The plans shall allow for phased construction if necessary.
3) Upon approval of the schematic Development Plan documents by the County, the Engineer will develop and complete preliminary Design Plans and a construction cost estimate within thirty (30) days of authorization to proceed and review with the County. If necessary, revise Preliminary Design Phase documents in response to the County's comments.
4) From the approved Scope of Work, the Engineer shall produce a study consisting of drawings and other documents necessary to illustrate the general planning concepts, probable Engineering system, types of materials needed and preliminary alternatives, a breakdown of the budget on current area, volume, or other unit costs, and the approximate dimensions of the project area. The Engineer shall brief and obtain the written approval of the County for the Preliminary Design, Study and Report Phase drawings and documents.
5) The Engineer shall obtain written approval from the County for the proposed Preliminary Design as modified by any comment during review before commencing work on the Final Design Phase.

C. Final Design Phase

Upon approval of Preliminary Design Phase documents by the County, the Engineer shall:

1) Prepare Final Design Plans, documents, project specifications, and develop a construction cost estimate.
2) Prepare a statement that identifies the need for additional data, surveys, or tests.
3) Submit to the County for review of written approval a statement of Probable Construction Cost at the completion of the Final Design Phase. Should the Engineer conclude at any time that the budget and Scope of Work to be accomplished are incompatible; the County shall be notified immediately in writing with proposed recommendations to reconcile the incompatibility.
4) Convene a meeting with the County and other interested parties to review the Final Design Plans, Project Specifications and Cost Estimate. If necessary revise such final Design Phase documents, Project Specifications, and Cost Estimate.
5) Upon approval of final Design Phase documents by the County, prepare and deliver Design Phase document, Project Specifications and Cost Estimate.
6) Deliver signed/sealed construction drawings and bid documents for submittal for permits.

7) Assist the County at all regulatory review meetings, present design, respond to review questions, revise plans if necessary to obtain approvals.
8) Provide County with three (3) full sized and three (3) half size sets of the 100% construction plan, electronic copy of the Project specifications and cost estimate. AutoCAD and PDF copies of the construction drawings shall be provided to the County upon request.

D. Bidding and Negotiating Phase

The Engineer shall:

1) If requested, assist the County in obtaining bids or proposals and awarding and preparing contracts for construction.
2) Attend pre-bid conference and assist in preparing addenda.
3) Assist the County to clarify and answer any questions about the bidding or proposal documents during the bidding or proposal process.
4) Identify any changes during the bidding or proposal process that may require addenda.
5) Submit all proposed addenda, including all revised drawings and sections, for approval by the County prior to distribution. The Engineer shall allow sufficient time for County review and acceptance of each addendum.
6) Assist the County to issue addenda as required to all bidders or offerors.
7) Assist the County to identify the apparent successful bidder or proposal and provide written recommendation to accept or reject the bids and/or related proposals.

E. Construction Phase

The Engineer shall:

1) Participate in a pre-construction conference.
2) Provide a minimum of one (1) weekly or one (1) monthly on site observation(s) during the Construction Phase to protect the County against defects and deficiencies in construction, in addition to critical inspections, reviews and evaluations required by the Scope of Work. The results of all on site observations shall be documented in field reports submitted to the County within seven (7) days of each site visit.
3) Determine, certify, and make recommendations to the County for payment of amounts owing to the construction contractor subject to the County's approval, based on observations at the site and on evaluations of the construction contractor's application for payment.
4) Assist the County in reviewing change orders.

5) Conduct final site visit with the County to determine if completed work is acceptable and issue a Notice of Substantial Completion.
6) Finalize "As-Built" plans to include construction contractor's mark-ups.

F. Project Closeout and 11 Month Warranty Inspection Phase

1) General. The Engineer shall submit to the County recommendations regarding the completion of the construction. The Engineer shall obtain from the construction contractor as applicable all releases, waivers of lien, guarantees, warranties, maintenance data, bonds, and acknowledgement receipts of any contraction contractors record drawing. The Engineer shall obtain and deliver to the County a signed receipt for all materials turned over by the Contractor.
2) Eleven Month Inspection and Report. The Engineer shall eleven (11) months after Substantial Completion of the project, schedule a meeting with the County to evaluate the construction site, inspect the Engineer's Design to identify any defects in material products and workmanship. The Engineer shall provide a written report of this activity to the County with in seven (7) calendar days. The County through the Engineer shall notify the construction contractor of any corrective action noted in the report. The Engineer shall obtain and deliver to the County a signed receipt of all corrective action completed to the satisfaction of the Engineer and County.

6. REIMBURSABLES

A. Reimbursable expenses are those beyond Basic Services compensation and are the actual expenditures made by the Engineer or its employees, in the interest of the Project. Reimbursable expenses are in accordance with the agreed upon compensation as identified in Exhibit A, Project Cost/Compensation and Schedule.

B. Reimbursable expenses, if allowed by this Agreement, shall be compensated at direct cost not to exceed the reimbursable amounts as indicated in Exhibit A of this Agreement, unless otherwise modified by written amendment.

7. ADDITIONAL SERVICES

A. Additional Services are services that are in addition to but not included as part of Basic Services, provided that the Engineer is not obligated to perform or furnish such services as part of the Engineer's Basic Services. These Additional Services shall be provided when authorized in advanced in writing by the County, and shall be paid for by the County as provided in Section 3 and Exhibit A. Attached as Exhibit D and incorporated into this Agreement is the Amendment for Engineering Additional Services form.

B. Additional Services may include but are limited to the following.

1) Project Representative,
2) Life Cost,
3) Post Construction Analysis and Report,
4) Preliminary Engineering Report,
5) Special Testing,
6) Special Inspections,
7) Surveying,
8) Geotechnical,
9) Environmental Assessments,
10) Archaeological Studies,
11) Feasibility Studies.

8. EXHIBITS LIST

Exhibit A	Project Cost/Compensation, Schedule and Reimbursables
Exhibit B	Engineer Pay Request
Exhibit C	Amendment for Basic Services
Exhibit D	Amendment for Additional Services
Exhibit E	Amendment for Consultant Services
Exhibit F	Consultant List

9. ATTACHMENTS LIST

Attachment 1	Project Assignment - Scope of Work and Project Schedule
Attachment 2	Authorization to Proceed
Attachment 3	Fee Schedule (submitted by the Engineer)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY

_____
Kathleen S. Holian, Chair
Santa Fe County Board of Commissioners

Date: _____

ENGINEER

_____

Date: _____

FEDERAL TAX NO. 221966254

ATTEST

_____
Geraldine Salazar,
Santa Fe County Clerk

Date: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Stephen C. Ross
Santa Fe County Attorney

Date: 10/15/13

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Finance Director

Date: 10/15/13

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN SANTA FE COUNTY and ENGINEER FOR PROFESSIONAL SERVICES

2013 Edition, Part B of the Agreement

Changes, additions, deletions and/or any modifications other than those agreed upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.

1. SCOPE OF WORK

Engineer shall provide the services set forth in Part A Section 2 (Scope of Work) of this Agreement and as provided in Exhibit A.

2. EFFECTIVE DATE AND TERM

The Agreement shall, upon due execution by all parties, become effective as of the date first written in Part A and shall terminate one (1) year later with an option to renew an additional three (3) years, for a total of no more than four (4) years, unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

3. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1, (Scope of Work) above and Section 5 (Engineer's Basic Services) of Part A of the Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in

Section 3 (Compensation, Invoicing, and Set-Off) of Part A of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Engineer, shall be incorporated in written amendments to this Agreement.

4. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised then non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Engineer written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Engineer's receipt of the notice. The County shall pay the Engineer for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work or service performed after the effective date of termination.

5. APPRORIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe Board of County Commissioners and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Engineer. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Engineer for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this

Agreement shall be final and not subject to challenge by the Engineer in any way or forum, including a lawsuit.

6. INDEPENDENT CONTRACTOR, SUBCONTRACTING AND PERSONNEL

A. Independent Contractor. The Engineer and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Engineer and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Engineer has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

B. Subcontracting. The Engineer shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

C. Personnel.

1) All work performed under this Agreement shall be performed by the Engineer or under its supervision.
2) The Engineer represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

7. ASSIGNMENT

The Engineer shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without County's advance written approval shall be null and void and without any legal effect.

8. RELEASE

Upon its receipt of all payments due under this Agreement, Engineer releases County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

9. CONFIDENTIALITY

Any confidential information provided to or developed by the Engineer in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Engineer without prior approval from the County.

10. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement. To the extent any material is copyrightable, the County shall own such copyright.

11. CONFLICT OF INTEREST

Engineer represents that it has no and shall not require any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under the Agreement.

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

The Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. Engineer specifically acknowledges and agrees that County shall not be responsible for any changes to Section 1 (Scope of Work), Part A of the Agreement unless such changes are set forth in a duly executed written amendment to the Agreement.

13. ENTIRE AGREEEMENT; INTEGRATION

The Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into the written Agreement. No prior or contemporaneous agreement, covenant or understandings verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

14. EXHIBITS AND ATTACHMENTS: INCORPORATION BY REFERENCE

All exhibits, attachments, riders, and addenda referred to in the Agreement, including but not limited to the Exhibits referred to in this Agreement, as listed in Section 8 EXHIBITS LIST and Section 9 ATTACHMENTS LIST, in Part A of this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

15. NOTICE OF PENALTIES

The Procurement Code, Section 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes felony penalties for bribes, gratuities, and kickbacks.

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. Engineer agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Engineer specifically agrees not to discriminate against any person with regard to employment with Engineer or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. Engineer acknowledges and agrees that failure to comply with this Section shall constitute a material breach of the Agreement.

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, Engineer shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules.

18. RECORDS AND INSPECTIONS

A. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer agrees to (i) maintain such books and records during the term of the Agreement for a period of six (6) years from the date of final payment under the Agreement; (ii) allow County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

B. To the extent their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Engineer also agrees to require any subcontractor

it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of the Agreement and for a period of six (6) years from the date of final payment under the subcontract:(ii) to allow county or its designee to audit such books and records at reasonable times and upon reasonable not notice; and (iii) to keep such books and records in with GAAP.

19. INDEMNIFICATION

A. Engineer shall defend, indemnify, and hold harmless County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of Engineer's performance or non-performance of its obligations under this Agreement, including but not limited to Engineer's breach of any representation or warranty made herein.

B. County shall have the right to approve any counsel retained by Engineer to defend any demand, suit, or cause of action in which County is named, such approval not to be unreasonably withheld. Engineer agrees (i) that County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and (ii) that such suit will not be settled without County's consent, such consent not to be unreasonably withheld. If in County's judgment, a conflict exists between the interests of County and Engineer such demand, suit, or cause of action, County may retain its own counsel, whose fees shall be paid by Engineer.

C. Engineer's obligations under this Section shall not be limited by the provisions of any insurance policy Engineer is required to maintain under this Agreement.

20. SEVERABILITY

If any term or condition of the Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

21. NOTICES

Any notice required to be given to either party by the Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Engineer: Louis Berger, Inc.
2019 Galisteo Street
Unit M-1
Santa Fe, NM 87505

22. ENGINEER'S REPRESENTATIONS AND WARRANTIES

A. It is a corporation duly organized and in good standing under the laws of the state of New Mexico.

B. This Agreement has been duly authorized by the Engineer, the person executing this Agreement has authority to do so, and once executed by the Engineer, this Agreement shall constitute a binding obligation of the Engineer.

C. This Agreement and Engineer's obligations hereunder do not conflict with Engineer's articles of incorporation or by-laws or any corporate resolution adopted by Engineer.

23. LIMITATION OF LIABILITY

County's liability to Engineer for any breach of this Agreement by County shall be limited to direct damages and shall not exceed the maximum amount of compensation specified in Section 3, (Compensation and Invoicing) Part A, of the Agreement. In no event shall County be liable to Engineer for special or consequential damages, even if County was advised of the possibility of such damages prior to entering into the Agreement.

24. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party to the Agreement.

25. INSURANCE

A. General Conditions. Engineer shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance. Including Automobile. Engineer shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than $1,050,000 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Engineer; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work;

and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be named additional insured on the policy.

C. Workers' Compensation Insurance. Engineer shall comply with the provisions of the Workers' Compensation Act.

D. Malpractice/Errors and Omissions Insurance. Engineer shall procure and maintain during the life of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than $1,000,000.00 per occurrence, $2,000,000.00 per aggregate.

E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Engineer shall increase the maximum limits of any insurance required herein.

26. PERMITS, FEES, AND LICENSES

Engineer shall procure all permits and licenses, pay all charges, fees and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

27. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

28. NEW MEXICO TORT CLAIMS ACT

No provision of the Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees: at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Engineer agrees to compute and submit simultaneous and execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

30. SURVIVAL

The provisions of following sections shall survive termination of the Agreement: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

PROJECT: _____

EXHIBIT A
PROJECT COST/COMPENSATION AND SCHEDULE

BASIC SERVICES			Date to be Completed
Study and Report Phase	10%	$0.00	Date or Weeks
Preliminary Design, Study and Report Phase	20%	$0.00	Date or Weeks
Final Design Phase (Construction Documents)	40%	$0.00	Date or Weeks
Bidding and Negotiation Phase	5%	$0.00	Date or Weeks
Construction Phase	20%	$0.00	Date or Weeks
Project Closeout and 11 Month Warranty Inspection Phase	5%	$0.00	Date or Weeks
Total Basic Services Amount	100%	$0.00	In lieu of dates duration in weeks may be substituted.

REIMBURSABLES	
LIST	$0.00
	$0.00
	$0.00
Total Reimbursable Amount (Not to exceed)	

ADDITIONAL SERVICES	
LIST SERVICES	$0.00
	$0.00
	$0.00
Total Additional Services Amount	$0.00

CONSULTANT SERVICES		
LIST SERVICES		
	$0.00	
		$0.00
		$0.00
Total Consultant Services Amount		$0.00

TOTAL SERVICES AMOUNT	**$0.00**

EXHIBIT B
ENGINEER PAY REQUEST FORM
SANTA FE COUNTY 102 GRANT AVENUE
P.O. BOX 276 SANTA FE NEW MEXICO 87504-0276

Engineer: _____ **Pay Request Statement No.**_____
Date: _____ **Work Order No.:**_____
SFC Construction Contract No.:_____ **Project Name:** _____

Basic Services	Contract Sum	Percentage Completed	Completed to date	Less Previous Request	Current Request	Revision (SFC)
Study and Report Phase	$	%	$	$	$	
Preliminary Design Phase	$	%	$	$	$	
Study and Report Phase		%	$	$	$	
Final Design Phase	$	%	$	$	$	
Bidding and Negotiation Phase	$	%	$	$	$	
Project Closeout and 11 Month Warranty Inspection	$	%	$	$	$	
Subtotal	$	%	$	$	$	
CONTRACT CHANGES						
REIMBURSABLE (If Allowed)*						
Type of Services	$	%	$	$	$	
Type of Services	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Subtotal	$	%	$	$		
ADDITIONAL SERVICES (If Allowed)**						
Type of Service	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Type of Service	$	%			$	
Subtotal	$	%	$	$	$	
Total	$	%	$	$	$	

* As per Paragraph 3, A 1) Compensation, Invoicing, and Set-off and Paragraph 5 Reimbursables of Part A of Agreement
**As per Paragraph 6 of Part A of the Agreement and Paragraph B,. Part B of Agreement - Additional Services

EXHIBIT C
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING BASIC SERVICES

PROJECT _____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with Part A Paragraph 4 Engineer's BASIC SERVICES and Part B. Paragraph 1 SCOPE OF WORK, where applicable, to the Agreement Between the County and Engineer, the Engineer is authorized to provide the following Basic Services (scope of work and maximum compensation).
LIST SERVICES:

Justification for Basic Services (Required):

Basic Services Compensation Amount	$0.00
Reimbursable Amount (If Applicable)	$0.00
Additional Services Amount	$0.00
Consultation Services Amount (If Applicable)	$0.00
Total	**$0.00**

BASIC SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____

Date: _____

ENGINEER:

By: _____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

_____ Date: _____
Stephen C. Ross
Santa Fe County Attorney

Finance Department Approval

_____ Date: _____
Teresa C. Martinez
Finance Director

Department Approval

_____ Date: _____
Name/Title

EXHIBIT D
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR PROFESSIONAL ENGINEERING ADDITIONAL SERVICES

PROJECT _____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with Part A Paragraph 6 and Part B. Paragraph 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Engineer, the Engineer is authorized to provide the following Additional Services (scope of work and maximum compensation).
LIST SERVICES:

Justification for Additional Services (Required):

Basic Services Compensation Amount	$0.00
Reimbursable Amount (If Applicable)	$0.00
Additional Services Amount	$0.00
Consultation Services Amount (If Applicable)	$0.00
Total	**$0.00**

ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____

Date: _____

ENGINEER:

By:_____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

_____
Stephen C. Ross
Santa Fe County Attorney

Date: _____

Finance Department Approval

_____
Teresa C. Martinez
Finance Director

Date: _____

Department Approval

_____
Name/Title

Date: _____

EXHIBIT E
AMENDMENT TO AGREEMENT BETWEEN SANTA FE COUNTY AND ENGINEER FOR CONSULTANT ADDITIONAL SERVICES

PROJECT _____ **PROJECT NO.**_____

SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION

In accordance with PART B. Section 3 ADDITIONAL SERVICES, where applicable, to the Agreement Between the County and Consultant, the Consultant is authorized to provide the following additional services (scope of work and maximum compensation).
LIST SERVICES:

Justification for Additional Services (Required):

Basic Services Compensation Amount	$0.00
Reimbursable Amount (If Applicable)	$0.00
Consultation Services Amount (If Applicable)	$0.00
Additional Services Amount*	$0.00
Total New Agreement Amount	**$0.00**

CONSULTANT ADDITIONAL SERVICES AMENDMENT SIGNATURE PAGE

SANTA FE COUNTY:

_____
Katherine Miller, County Manager

Date: _____

ENGINEER:

By: _____

Date: _____

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY:

_____
Stephen C. Ross
Santa Fe County Attorney

Date: _____

FINANCE DEPARTMENT APPROVAL:

_____
Teresa C. Martinez
Santa Fe County Finance Director

Date: _____

DEPARTMENT APPROVAL:

_____
Name/Title

Date: _____

EXHIBIT F
SANTA FE COUNTY
CONSULTANT LIST

PROJECT NAME: _____
CONTRACT NO.:_____

CIVIL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**TRAIL DESIGN SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
ARCHITECTURAL SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**SURVEYING SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
STRUCTURAL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**GEOTECHNICAL SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:
MECHANICAL ENGINEERING SERVICES Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:	**ESTIMATING SERVICES** Company Name: Consultant Name: Address: Ph. No.: Fax No.: E-mail:

Project Name: _____

ATTACHMENT 1
PROJECT ASSIGNMENT
SCOPE OF WORK AND PROJECT SCHEDULE

SCOPE OF WORK

A. Basic Services

The project includes engineering design and related services to include: (Insert Scope of Work)

B. Additional Services

Additional Services include: (List Services)

C. Project Schedule

BASIC SERVICES	DATE TO BE COMPLETED
Study and Report Phase	Date or Weeks*
Preliminary Design, Study and Report Phase	Date or Weeks
Final Design Phase (Construction Documents)	Date or Weeks
Bidding and Negotiation Phase	Date or Weeks
Construction Phase	Date or Weeks
Project Closeout and 11 Month Warranty Inspection Phase	Date or Weeks

*In lieu of dates duration in weeks may be substituted.

PROJECT: _____

ATTACHMENT 2

AUTHORIZATION TO PROCEED

ATTACHMENT 3

ENGINEER FEE SCHEDULE

Louis Berger Fully Loaded Rate Schedule for Professional Engineering Services for RFP #2014-0030-PW/PL

Labor Category	Year 1 7-1-2013 6-30-2014	Year 2 7-1-2014 6-30-2015
CADD Operator I	$67.86	$70.30
CADD Operator II	$82.56	$85.53
Engineer I	$107.73	$111.61
Engineer II	$120.33	$124.66
Engineer III	$156.82	$162.47
Engineering Technician II	$88.84	$92.04
Field Technician II	$96.03	$99.49
Hydrologist II	$116.11	$120.29
Hydrologist III	$160.05	$165.81
Planner I	$88.14	$91.31
Planner II	$123.12	$127.55
Project Manager I	$123.12	$127.55