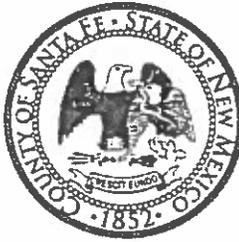


Henry P. Roybal  
Commissioner, District 1

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

Date: August 25, 2015

To: Santa Fe Board of County Commissioners

From: Robert Griego, Planning Manager *RG*  
Rosemary Bailey, Housing Specialist *RB*

Via: Penny Ellis-Green, Growth Management Director *PEG*

Re: **CONSIDERATION AND DIRECTION OF AN ALTERNATE MEANS OF  
COMPLIANCE REQUEST FOR LA PRADERA**

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**Background:**

On December 12, 2012, Board of County Commissioners approved an Amended and Restated Santa Fe County Affordable Housing Agreement for La Pradera. The Agreement included a total of 40 Affordable Units. To date, La Pradera has provided 25 Affordable Housing Units in accordance with the agreement.

**Issue:**

The applicant submitted a letter requesting an amendment to the Amended and Restated Affordable Housing Agreement to provide for an alternative means of compliance to meet a portion of its obligation to provide Affordable Housing in accordance with Ordinance 2012-1 Section 16 (A) #4:

*"Otherwise providing Affordable Units in a manner that is consistent with the goals and objectives of this Ordinance (including providing rental home in lieu of homes for purchase, so long as the initial market value rental payment do not exceed that which an affordable buyer would have to pay to purchase a home in the income ranges specified in the affordable housing regulations);"*

The applicant is requesting the consideration of an alternate means of compliance by allowing La Pradera to receive credit for the homes they sold in conjunction with the Santa Fe Community Housing Trust. The applicant's letter indicates that La Pradera is requesting that the County review and accept fifteen (15) of the twenty-five (25) voluntarily built affordable homes as "Alternate Means of Compliance" by amending the Affordable Housing Agreement.

The Affordable Housing Ordinance indicates that Alternative Means of Compliance would need to be approved through a “master plan, preliminary plat or development plan as appropriate” as identified in Ordinance 2006-2 Section 16 (B):

*“Review and approval of a proposal to use alternative means of compliance provided by this section shall be conducted during the review of application for approval of the master plan, preliminary plat or development plan, as appropriate. Alternatively, a person desiring to develop a project may apply for concept approval of a propose Affordable Housing Plan prior to applying for approval of a Project, in which case the application shall be processed in the same manner as an application for mater plan is processed. Concept approval of an alternative means of compliance shall not imply nor commit to an approval for future development.”*

**Staff Recommendation:**

Staff is requesting direction on whether to proceed with this application to amend the Amended and Restated Santa Fe County Affordable Housing Agreement for La Pradera to allow for consideration of an Alternative Means of Compliance to allow fifteen (15) of the twenty-five (25) homes developed by the Community Housing Trust to be considered as affordable homes to meet their affordable housing requirements.

If the Board directs staff to consider this application to amend the affordable housing agreement for La Pradera, the applicant would need to submit a Master Plan Amendment to amend the Affordable Housing Plan, Amend the Preliminary and Final Development Plan and Plat and Affordable Housing Agreement in accordance with Section 16 of Ordinance Nos. 2006-2 and 2002-1. Staff would then review the application and relevant information to verify that Affordable homes were sold in accordance with the Affordable Housing Ordinance and Affordable Housing Regulations to include the following:

- Reasonable Dispersion of affordable units
- Income qualified in accordance with the income ranges
- Home Sales Prices in accordance with the current maximum target home prices
- First time home buyers
- Minimum requirements for eligible housing types

**Attachments:**

Exhibit A: Letter from Sommer, Karnes & Associates LLP Regarding Application to Amend Santa Fe County Amended and Restated Affordable Housing Agreement for La Pradera  
Exhibit B: Santa Fe County Amended and Restated Affordable Housing Agreement for La Pradera  
Exhibit C: Santa Fe County Affordable Housing Ordinance Nos. 2006-12 and 2012-1

# SOMMER, KARNES & ASSOCIATES, LLP



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Santa Fe, New Mexico 87504-2476

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James R. Hawley, Attorney at Law  
jrh@sommer-assoc.com  
Of Counsel  
Licensed in New Mexico and California

August 14, 2015

VIA HAND DELIVERY

Ms. Penny Ellis Green  
Land Use Administrator  
Santa Fe County  
102 Grant Avenue  
Santa Fe, New Mexico 87501

Re: **Application to Amend Santa Fe County Amended and Restated Affordable Housing Agreement for La Pradera (Recorded February 8, 2013)**

Dear Penny:

Please find enclosed our Development permit application in the referenced matter. Below is a Summary of the Application, the Background and Specific Request.

Summary:

1. Pursuant to Section 16 (A), 4 of Santa Fe County Ordinance 2012-1 (Recorded February 2, 2012), La Pradera Associates, LLC and Gardner Associates, LLC ("Applicants") respectfully request that they be given credit for fifteen (15) of the twenty-five (25) affordable homes that they built in conjunction with the Santa Fe Community Housing Trust (the "Housing Trust").
2. Applicants provided these twenty-five (25) affordable homes in a manner consistent with the goals and objectives of the County affordable housing initiative by:
  - a. Providing affordable homes to eight (8) buyers in income range 1, ten (10) buyers in Income Range 2, five (5) buyers in Income Range 3, and Two (2) buyers in Income Range 4.
  - b. Assuring that all of these homes met or exceeded a HERS rating of 60 or less,

## SOMMER, KARNES & ASSOCIATES, LLP

Green, Penny  
August 14, 2015  
Page 2 of 4

- c. Protecting the long-term viability of the affordable housing effort by having the Housing Trust retain soft-seconded that included a substantial cash investment by the Housing Trust.
  3. Applicant has already built and delivered twenty-five (25) homes to Eligible Buyers under the County affordable housing program.
  4. Applicant's total affordable housing obligation is forty (40) homes.
- 
5. Applicant has already delivered fifty (50) affordable homes to the community when the twenty-five (25) homes built with the Housing Trust are combined with the twenty-five (25) homes already provided under the requirements of the County affordable housing initiative.

### Summary of Requested Action:

1. Review and accept fifteen (15) of the twenty-five (25) voluntarily-built affordable homes as an "Alternative Means of Compliance" by amending the subject agreement.
2. Approve the fifteen (15) Lot Substitution Forms attached as Exhibit "A" hereto that substitute Housing Trust Lots for the fifteen (15) Lots identified in the subject Agreement.
3. Issue Applicant fifteen (15) Certificates of Completion for the substituted Lots, thusly completing Applicants obligation to provide affordable housing units at La Pradera.

### Background.

As a follow up to our last meetings in April and May of 2015, at which you, your affordable housing, County Housing, land use staff, and property owners were present, including our clients La Pradera Associates, LLC, and Gardner Associates, LLC (collectively "La Pradera"), we are making this application. As we have explained and County Affordable Housing Staff has verified, La Pradera has exceeded the amount of affordable housing required by its Affordable Housing Agreement (as amended) (the "Agreement") and has, in addition, built and sold an additional 25 homes that (1) were sold to income qualified families, (2) a prices that meet the generally accepted ratios of housing cost to household income, (3) exceed all of the size and amenity requirements of the Santa Fe County Affordable Housing Ordinance (Ordinance No. 2006-2 [as amended] the "Ordinance"), and (4) is financed through a stable, well known not-for-profit entity (Santa Fe Community Housing Trust) whose mission is to assist local Santa Fe's working families in finding housing that is affordable to them and maintaining that affordability with a "soft second" (akin to the Santa Fe's County lien under the Affordable Housing Ordinance – which get cycled back in to the community through the Trust when and if the housing is sold. This application details the exact nature of the housing La Pradera has provided and request that some or all of the housing that has been provided through Santa Fe Community Housing Trust be credited under the Agreement to La Pradera's requirements.

## SOMMER, KARNES & ASSOCIATES, LLP

Green, Penny  
August 14, 2015  
Page 3 of 4

As of this date, the County has confirmed that La Pradera has produced and sold 25 houses that meet all of the criteria and requirements of the Agreement. (See Brugger Letter of December 5, 2014 and chart attached as Exhibit A thereto summarizing the sales all of the market and affordable homes in La Pradera). Under the Agreement, fifteen (15) more houses are to be built and sold under the Agreement. There remain seven (7) houses in "tier" 1, three (3) "tier" 2, four (4) in "tier" 3, and one (1) in "tier" 4. (Referred to herein as the "Remaining Requirement")

As you can see from chart attached to the Brugger letter, the homes built and constructed under the Agreement in three lowest income "tiers" of the Ordinance, and they are integrated throughout the development. Attached hereto you will find Exhibit B which summarizes and identifies all of the lots that have been sold through the program with the Trust. It is my understanding that Rosanne and Steve audited the Trust sales. Because of privacy reasons I cannot provide you with the income data for each of the owners of the Lots upon which houses have been sold through the Trust as part of its program. However, we would be willing to request that the data be subject to confirmation and review by your staff to further analyze the sales to determine the income qualifications, the income to price ratio, the size and amenities provided, and the "soft second" that the Trust holds to maintain the resources for affordable housing in our community. In short, the housing produced in conjunction with the Trust meets all of the policy goals of the Ordinance – income, size/type/amenities, and long term affordability. The pricing as shown by the records does not fit exactly the pricing requirements of the Ordinance.

### **Specific Request**

Ordinance No. 2012-1, amended the Ordinance to provide for an alternative means of compliance that a developer may alternatively meet all or or portion of its obligation to provide Affordable Housing by "otherwise providing Affordable Units in a manner that is consistent with the goals and objectives of this Ordinance." As demonstrated above, La Pradera has provided 25 Affordable Units under the Ordinance, and provided an additional 25 Units with the Trust that meet or exceed the goals and objective of the Ordinance. Accordingly, La Pradera requests that the Board of County Commissioners:

- (1) review this application and the data provided with this application;
- (2) authorize staff to conduct an *in camera* audit of the Trust files to confirm the (a) income qualifications, (b) the size/type/amenities of the housing, and (c) the existence of the "soft second"; and
- (3) Credit La Pradera's Remaining Requirement with 15 of the 25 homes sold through the Trust, after a confirmation from Staff based upon its audit that, that the houses (a) were sold to income qualified families, (b) a prices that meet the generally accepted ratios of housing cost to household income, (c) exceed all of the

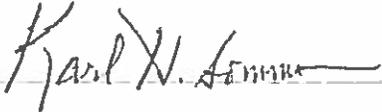
SOMMER, KARNES & ASSOCIATES, LLP

Green, Penny  
August 14, 2015  
Page 4 of 4

size and amenity requirements of the Ordinance, and (d) were financed with "soft seconds" through Santa Fe Community Housing Trust.

I have enclosed the with this application all of the supporting documentation referred to above. Please let me know if you need anything further.

Sincerely,

A handwritten signature in black ink, appearing to read "Karl H. Sommer", written over a horizontal dashed line.

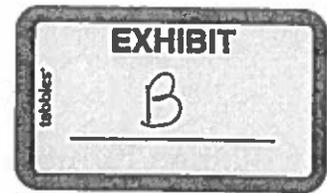
Karl H. Sommer

cc: La Pradera Associates, LLC  
Gardner Associates, LLC

Exhibit B to Letter  
**SANTA FE COUNTY**  
**AMENDED AND RESTATED AFFORDABLE HOUSING AGREEMENT**  
**FOR LA PRADERA**

	Income Level 1	Income Level 2	Income Level 3	Income Level 4	Total
Phase 1	51A, 51B,	32, 39, 53, 54,	9, 23A, 23B, 48,		10
Phase 2	141	71, 98, 102	99, 118, 123, 142		8
Phase 3	166, 167, 168	164, 169, 170	198		7
Phase 4					
Phase 5					
Phase 6A, 6B					
Housing Trust Program	97, 101, 127, 131, 159, 172, 197, 198	70, 100, 119, 120, 155, 163, 165, 176, 179, 196	103, 129, 135, 161, 177	96, 157	25
<b>TOTAL QUALIFIED TRANSACTIONS (Including Housing Trust Program)</b>	14	20	14	2	50
<b>TRANSACTIONS REQUIRED</b>	13	13	13	1	40





AMENDED AND RESTATED  
SANTA FE COUNTY  
AFFORDABLE HOUSING AGREEMENT  
LA PRADERA

This Amended and Restated Santa Fe County Affordable Housing Agreement (the "Amended and Restated Agreement") for La Pradera is entered into this 12th day of December, 2012, between Gardner Associates LLC and La Pradera Associates LLC as developers of La Pradera (the "Applicant") and Santa Fe County (the "County").

RECITALS:

WHEREAS, the County and the Applicant entered into the Affordable Housing Agreement for La Pradera on September 10, 2004 (the "Agreement"); and

WHEREAS, the County and the Applicant entered into the Amended Affordable Housing Agreement for La Pradera on January 10, 2006 (the "First Amendment"); and

WHEREAS, the County and the Applicant entered into the Affordable Housing Agreement for La Pradera Phase II on April 23, 2007 (the "Phase II Agreement"); and

WHEREAS, the County and the Applicant entered into the Affordable Housing Agreement for La Pradera Phase III on April 23, 2007 (the "Phase III Agreement"); and

WHEREAS, the County and the Applicant entered into the Second Amended Affordable Housing Agreement for La Pradera on June 5, 2007 (the "Second Amendment"); and

WHEREAS the County and the Applicant entered into the First Amendment to the Phase III Agreement on September 23, 2010 (the "First Phase III Agreement Amendment"); and

WHEREAS, the County and the Applicant entered into the Second Amendment to the Phase III Agreement on September 23, 2010 (the "Second Phase III Agreement Amendment"); and

WHEREAS, the County and the Applicant entered into the Third Amended Affordable Housing Agreement for La Pradera on September 23, 2010 (the "Third Amendment") which identified the following thirty-six (36) lots as providing affordable homes within the County's Affordable Housing Program: 51A, 51B, 32, 34(1 unit), 35, 39, 53, 54, 9, 22, 23A, 23B, 48, 71, 72, 80, 82, 87, 98, 99, 102, 118, 123, 141, 142, 164, 166, 167, 168, 169, 170, 198, 205, 222, 224 and 226; and

WHEREAS, the County has adopted Santa Fe County Ordinance No. 2000-12 (the "Community College District") and the Community College District Affordable Housing Regulations, dated July 31, 2002 (the "Regulations") which have governed these agreements and amendments; and

SEE CLERK RETURNED 03/10/2013

WHEREAS, the Applicant has submitted and the County has approved a master plan amendment and preliminary and final plat and development plan approval (the "Approval") that results in the creation of twenty-seven (27) additional residential units on September 13, 2011; and

WHEREAS, Santa Fe County Ordinance No. 2006-02 (the "Affordable Housing Ordinance") and Santa Fe County Resolution 2010-189 (the "Affordable Housing Regulations") were in effect at the time of the Approval, making the Approval subject to a thirty percent (30%) affordable housing requirement and all other requirements set forth in the Affordable Housing Ordinance and Affordable Housing Regulations; and

WHEREAS, subsequent to the date of the Approval, the County approved Santa Fe County Ordinance No. 2012-01 (the "2012 Ordinance") which reduces the thirty percent (30%) affordable housing requirement for a major project to fifteen percent (15%); and

~~WHEREAS, the Applicant desires that the County apply the fifteen percent (15%) affordable housing requirement to the Approval, which would result in a reduction of the required affordable housing for the Approval from eight (8) Affordable Units to four (4) Affordable Units; and~~

WHEREAS the County and the Applicant wish to restate and amend their previous Agreements entirely, for the sake of clarity and simplicity, and through this Amended and Restated Agreement the parties shall memorialize the Applicant's obligations under the Affordable Housing Ordinance, the 2012 Ordinance and the Affordable Housing Regulations.

### AGREEMENT

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Agreement, as amended, the Phase II Agreement and the Phase III Agreement, as amended, are further amended and restated by this Amended and Restated Agreement.

- 1. Definitions.** All capitalized terms have the same meanings given them in the Affordable Housing Ordinance and Affordable Housing Regulations.
- 2. Certification of Previous Qualified Transactions.** From the date of the Agreement up until the date of execution of this Amended and Restated Agreement, Applicant has identified thirty-six (36) lots on which it would build or cause to be built Affordable Units and has delivered twenty-five (25) Affordable Units that are Qualified Transactions in compliance with the Regulations. Six (6) of these Affordable Units were sold in Income Range 1; ten (10) Affordable Units were sold in Income Range 2; and nine (9) Affordable Units were sold in Income Range 3. Adding the four (4) Affordable Unit requirement of the Approval to the original thirty-six (36) Affordable Unit Requirement, the total Affordable Unit Requirement shall be forty (40) Affordable Units.
- 3. Controlling Affordable Housing Ordinance and Regulations.** The Affordable Housing Ordinance, the 2012 Ordinance and the Affordable Housing Regulations shall apply to

La Pradera and shall govern the Applicant's performance of all obligations under this Amended and Restated Agreement, unless otherwise stated herein. The applicable affordable housing percentage requirement for La Pradera, including the Approval, is fifteen percent (15%).

4. **Required Affordable Units.** To comply with the fifteen percent (15%) affordable housing requirement for La Pradera set forth in Section 3 and the forty (40) Affordable Units required for La Pradera for all approved master plans, plats and development plans up to and including the Approval, Applicant agrees to cause to be built and sold to Eligible Buyers and Entry Market Buyer an additional fifteen (15) Affordable Units within La Pradera for the Maximum Target Housing Prices for Income Ranges 1, 2, 3 and 4 set forth in the Affordable Housing Regulations. The County may revise the Maximum Target Housing Prices by December 31, 2012 and the Applicant agrees to be subject to this revision. Until this revision is made, the Applicant shall be subject to the current Maximum Target Housing Prices in the Affordable Housing Regulations. The Maximum Target Housing Prices represent the maximum effective purchase prices to be paid by the Eligible Buyer or Entry Market Buyer, after any subsidies are applied, including the County Affordability Mortgage and Lien. The contract sales prices, as set forth in the HUD-1 settlement statement, for all Affordable Units may be greater than the Maximum Target Housing Prices and shall be set between ninety five percent (95%) and one hundred percent (100%) of the unit's appraised value. These fifteen (15) Affordable Units are in addition to the twenty-five (25) Affordable Units already completed: Applicant agrees to cause to be built and sold seven (7) units in Income Range 1; three (3) units in Income Range 2; four (4) units in Income Range 3 and one (1) unit in Income Range 4. All Affordable Units shall meet the minimum structural requirements, minimum bedrooms and bathrooms, minimum heated floor area, and other requirements set forth in the Affordable Housing Ordinance, the 2012 Ordinance and the Affordable Housing Regulations, unless otherwise stated herein. The Applicant shall make available two, three and four bedroom Affordable Units for sale, however, the final mix of unit types shall be determined by the market.

5. **Adjustment of Maximum Target Housing Prices.** The Maximum Target Housing Prices as defined in Section 4 shall be adjusted every three (3) years from the date of execution of this Amended and Restated Agreement. The adjustment shall correspond to an increase or decrease in the revised Maximum Target Housing Prices in the Affordable Housing Regulations, and shall be limited to the lesser of five percent (5%) of the Maximum Target Housing Prices set forth in the Affordable Housing Regulations, using the anticipated December 31, 2012 revision, or the change in the Maximum Target Housing Prices in the Affordable Housing Regulations between the anticipated December 31, 2012 revision and the Maximum Target Housing Prices in effect three (3) years from the date of this Amended and Restated Agreement. In the case of documented substantial and unanticipated increases in the cost of construction that would cause the Applicant to terminate development in La Pradera if no action were taken, the Applicant may request the County to amend this Amended and Restated Agreement. Action on such a request may only be taken by the Board of County Commissioners, in its sole discretion.

6. **Adjustment of Maximum Target Housing Prices Due to Homeowners Association Fees.** In the event that the homeowners' association fee applicable to an Affordable Unit exceeds \$100 per month (regardless of the billing cycle), the Maximum Target Housing Price, as

defined in Section 4, for the Affordable Unit shall be reduced by the Applicant so that the buyer's mortgage loan principal amount is reduced by the amount that the monthly fee exceeds \$100. Applicant must disclose the homeowners' association fee to the County and make any required adjustment to the Maximum Target Housing Price in order for the Affordable Unit sale to be certified as a Qualified Transaction.

**7. Alternate Means of Compliance in Lieu of Construction.** Notwithstanding any provision of the Affordable Housing Ordinance and 2012 Ordinance, the parties may agree to an Alternate Means of Compliance for the fulfillment of the Applicant's affordable housing obligations. This Alternate Means of Compliance may involve cash payment, land donation or a combination of both, in the amount of the required total contribution to be made under the Alternate Means of Compliance. Any land donation would be for a housing project (s) within La Pradera. The County would agree to offset the amount to be paid under the Alternate Means of Compliance by the appraised value of the land contributed, as determined by an MAI appraiser. The Applicant would agree to contribute in cash the difference between the appraised value of the land and the total contribution required under the Alternate Means of Compliance. Upon receipt of the required contributions, the County would issue a certificate of compliance with this Amended and Restated Agreement. Applicant may utilize the Alternate Means of Compliance only if the language in the current Affordable Housing Ordinance, 2012 Ordinance, and Affordable Housing Regulations is amended to make this approach an economically feasible option.

**8. Development Schedule.** The parties agree that the development schedule for La Pradera, including individual phases, shall use the same ratio for the number of constructed Affordable Units as to the number of constructed market units. For example, in a 100-lot subdivision in which 15 units are required to be affordable, three (3) Affordable Units must be constructed for every twenty (20) market units constructed. If the required number of Affordable Units are not built in a particular twenty (20) unit increment, and the Applicant has not been granted an Affordable Lot Substitution per Section 9, or has not made payment per Section 17 - Remedies, the County may withhold permit approvals of homes in future increments, or impose the payment provisions of Section 17 for the number of required and unsold Affordable Units.

**9. Integration of Affordable Units in the Project.** The lots designated in Exhibit A are the lots upon which Affordable Units shall be built in conformance with the Affordable Housing Ordinance, the 2012 Ordinance and the Affordable Housing Regulations. The Applicant may replace a designated Affordable Lot with an alternate Affordable Lot within the subdivision by submitting a lot substitution form, Exhibit B, for consideration by the Affordable Housing Administrator. Absent approval by the Affordable Housing Administrator, the lot substitution will not be implemented.

**10. Marketing Plan.** In accordance with the Affordable Housing Plan, Applicant agrees to market the Affordable Units in the following manner:

- By distribution of flyers and other promotional media.
- By providing information to non-profit entities designated by the County to perform homebuyer training and assist first time homebuyers.

SEE CLERK'S RECORDS  
2012/03/23

11. **Closing of Qualified Transactions.** All Qualified Transactions shall be closed in accordance with the procedures in this Section.

A. **Notice of Closing: Appraisal.** The Applicant shall give the County at least ten (10) days' advance written notice of the scheduled closing date for a Qualified Transaction. The notice shall include:

1. The name of the Eligible or Entry Market Buyer (s) as well as a copy of their Certification of Eligibility;
2. The date and time of the scheduled closing;
3. The name and location of the title company closing the transaction and the name and telephone number of the closing agent(s);
4. An appraisal of the Affordable Unit being sold, which appraisal shall (i) be prepared by a properly licensed, certified real estate appraiser; (ii) be paid for by the Applicant, unless such appraisal is required by the mortgage lender, in which case it shall be paid for by the lender or the Eligible or Entry Market Buyer; and (iii) has been prepared within the previous six (6) months.

B. **Recordation of Affordability Mortgage and Lien.** The Affordable Housing Ordinance's goals of having Affordable Units owner-occupied by Eligible Buyers or Entry Market Buyers and maintaining long term affordability shall be achieved through the execution at closing of a County Affordability Mortgage and Lien, which contains a right of first refusal and shared appreciation requirements, as set forth in the Affordable Housing Ordinance, the 2012 Ordinance and the Affordable Housing Regulations. At least two (2) business days prior to the date of the scheduled closing, the County shall deliver to the title company (with a copy to the Applicant and the Eligible Buyer or Entry Market Buyer) the Affordability Mortgage and Lien along with written instructions to the closing agent concerning the execution, recording, and returning of the Affordability Mortgage and Lien. Any cost associated with the recording and returning of the Affordability Mortgage and Lien shall be borne by the Applicant.

C. **Settlement Statement.** The Applicant shall cause the title company to transmit, within ten (10) days of the closing of a Qualified Transaction, a copy to the County of the Settlement Statement (HUD-1) for the Qualified Transaction, signed by the seller and purchaser.

D. **Certificate of Compliance.** Upon receipt and review by the County of the closing statement from the title company or the Applicant, the County shall issue a Certificate of Compliance for the Qualified Transaction.

12. **Affordability Lien and Maintenance of Long-Term Affordability.** Notwithstanding the provisions of Section 11, County and Applicant agree that the Applicant may provide the required Affordable Units through a program with a non-profit housing organization where the non-profit holds a lien in lieu of the County affordability lien provided that the total lien held by the non-profit, including its cash subsidy, can be no greater than three (3) times the amount of cash proven to be contributed by the non-profit from its own funds to subsidize the homeowner. Furthermore, the principal amount of the lien shall equal the contract sales price as shown on the

HUD-1 settlement statement, which includes all liens; less the effective sales price, which is the affordable buyer's first mortgage amount plus downpayment from their own funds; less the cash subsidy contributed by entities other than the non-profit. If there remains a difference between the total principal amount of the lien that is allowed per the above formula and the maximum lien amount that can be retained by the non-profit, as set forth above, the difference shall become the principal amount of a subordinate County affordability mortgage and lien. The effective sales price paid by the Eligible Buyer or Entry Market Buyer after any subsidy shall be less than or equal to the Maximum Target Housing Price, as set forth in the Affordable Housing Regulations. Applicant agrees that the contract sales price for an Affordable Unit must be set between ninety-five percent (95%) and one hundred percent (100%) of the unit's appraised value. Applicant agrees that the note and mortgage instruments used by the non-profit to secure this lien shall represent a deferred payment, non-amortizing, zero percent (0%) loan that shall not include a shared appreciation provision, nor include a right of first refusal with the County and must be approved by the Affordable Housing Administrator. Applicant agrees that the difference between the cash subsidy provided by the non-profit and the total amount of the lien retained by the non-profit shall, upon payoff of this subsidy loan, be committed to affordable housing programs for households in Santa Fe County, per an agreement between the non-profit and the Applicant, a copy of which shall be provided to the County prior to the first closing of an Affordable Unit under this Amended and Restated Agreement. Applicant agrees that for such a transaction to be certified as a Qualified Transaction, all other provisions of Section 11 of this Amended and Restated Agreement must be satisfied, along with all provisions of the Affordable Housing Ordinance, 2012 Ordinance and Affordable Housing Regulations, unless otherwise stated herein.

13. **Affordable Housing Credit for Qualifying Market Rate Transaction.** County and Applicant agree that the Applicant shall receive an affordable housing credit for a Qualifying Market Rate Transaction to an Eligible Buyer or Entry Market Buyer income-certified by the County as qualifying to purchase within a designated Income Range at a contract sales price, as set forth in the HUD-1 settlement statement, equal to or less than the Maximum Target Housing Price for the applicable housing type and Income Range, as set forth in the Affordable Housing Regulations. Applicant may charge any lot premium or option provided that total contract sales price is equal to or less than the Maximum Target Housing Price for the applicable housing type and Income Range, as set forth in the Affordable Housing Regulations. Furthermore, the contract sales price of the Qualifying Market Rate Transaction must be set between ninety five percent (95%) and one hundred percent (100%) of the unit's appraised value and the Qualifying Market Rate Transaction must comply with Section 14 of this Amended and Restated Agreement and all other provisions of the Affordable Housing Ordinance, the 2012 Ordinance and the Affordable Housing Regulations, unless otherwise stated herein. For a Qualifying Market Rate Transaction, the County agrees that there shall be no County affordability lien or shared appreciation with the County, unless the County provides other assistance where program regulations require such instruments.

14. **Closing of Qualifying Market Rate Transactions.** All Qualifying Market Rate Transactions shall be closed in accordance with the procedures in this Section.

A. **Notice of Closing: Appraisal.** The Applicant shall give the County at least ten (10) days' advance written notice of the scheduled closing date for a Qualifying Market Rate Transaction. The notice shall include:

1. The name of the Eligible or Entry Market Buyer(s) as well as a copy of their Certification of Eligibility;
2. The date and time of the scheduled closing;
3. The name and location of the title company closing the transaction and the name and telephone number of the closing agent(s).
4. An appraisal of the market rate unit being sold, which appraisal shall (i) be prepared by a properly licensed, certified real estate appraiser; (ii) be paid for by the Applicant, unless such appraisal is required by the mortgage lender, in which case it shall be paid for by the lender or the Eligible or Entry Market Buyer; and (iii) have been prepared within the previous 6 months.

B. Affordability Mortgage and Lien. If an Eligible or Entry Market Buyer is buying a market rate home where the contract sales price, as set forth in the HUD-1 settlement statement, is less than or equal to the Maximum Target Housing Price for the applicable housing type and Income Range within which the Eligible or Entry Market Buyer qualifies, as set forth in the Affordable Housing Regulations, there shall be no Affordability Mortgage and Lien or Shared Appreciation, unless the County provides other assistance where program regulations require such instruments.

C. Settlement Statement. The Applicant shall cause the title company to transmit, within ten (10) days of the closing of a Qualifying Market Rate Transaction, a copy to the County of the Settlement Statement (HUD 1) for the Qualifying Market Rate Transaction, signed by the seller and purchaser.

D. Affordable Housing Credit and Certificate of Compliance. Provided that the Applicant complies with all provisions of this Amended and Restated Agreement, the Affordable Housing Ordinance, the 2012 Ordinance and the Affordable Housing Regulations, unless otherwise stated herein, and upon receipt and review by the County of the closing statement from the title company or the Applicant, the County shall grant the Applicant affordable housing credit within the Eligible Buyer's or Entry Market Buyer's Income Range for a Qualifying Market Rate Transaction and shall issue a Certificate of Compliance for the transaction.

15. **Incentives.** In consideration of Applicant's obligations hereunder and in accordance with the Affordable Housing Ordinance and 2012 Ordinance, the County has agreed to provide the following incentives to the Applicant:

A. Relief from Development Fees. County agrees to waive all development fees for each Affordably Priced Housing Unit and Entry Market Housing Unit to be provided by Applicant hereunder.

B. Relief from County Water Utility Connection Charge. County agrees to waive any water connection charges that exceed the cost of the water meter for each of the Affordably Priced Housing Units and Entry Market Housing Unit to be provided by Applicant hereunder; provided, however, that nothing herein shall relieve Applicant of any obligation it

may have under any Water Service Agreement with the County to provide a line extension or other infrastructure to the Affordably Priced Housing Units and Entry Market Housing Unit.

C. Water for Affordably Priced Housing Units. County agrees to supply the Affordably Priced Housing Units and Entry Market Housing Unit identified in Section 4 above with water, including all necessary water rights pursuant to Section 8 of the Affordable Housing Ordinance, provided that the Affordably Priced Housing Units and Entry Market Housing Unit are constructed. This does not obligate the County to provide a water line extension or other water infrastructure to the development.

16. **Successors, Assigns and Buyers of Affordable Lots.** Applicant's obligations hereunder shall be binding upon its successors and assigns as well as any developer, contractor, or other third party (other than an Eligible Buyer or Entry Market Buyer) to whom an Affordable Lot identified in Exhibit A is transferred. Applicant agrees to provide County with ten (10) business days advance written notice of its intent to transfer an Affordable Lot to someone other than an Eligible Buyer or Entry Market Buyer, along with a request for lot substitution as set forth in Section 9 of this Amended and Restated Agreement.

17. **Remedies.** Applicant acknowledges and agrees that, but for the Affordable Housing Agreement, County would not have approved the final master plan, plat and phases for La Pradera. Applicant further acknowledges and agrees: (i) that because the integrated Affordable Units to be provided by Applicant are a public good, no adequate remedy exists at law to remedy Applicant's failure to fulfill its obligations hereunder; and (ii) that it would be inconvenient and unfeasible for County to accurately measure the value of some of the incentives that Applicant received hereunder; and (iii) an appropriate remedy for Applicant selling Affordable Lots to non-Eligible Buyers or non-Entry Market Buyers, as the case may be, or for Applicant to not provide the required number of Affordable Units in La Pradera or a phase of La Pradera, is to: (a) pay the County 50% of the Maximum Target Housing Price set forth in the Affordable Housing Regulations for each required Affordable Unit, defined as a three bedroom unit, in the applicable Income Range; (b) collect all development fees and water connection charges that were waived for each house on an Affordable Lot; (c) collect the current market price of water rights utilized by the County to provide water to each house on an Affordable Lot.

In the event Applicant does not sell Affordable Units to Eligible Buyers or Entry Market Buyer in the amount required in Section 4 within five (5) years, which time may be extended by the County if a proportional number of market rate units also remains unsold, and has not paid the County 50% of the Maximum Target Housing Price set forth in the Affordable Housing Regulations for each required Affordable Unit, defined as a three bedroom unit, in the applicable Income Range, the County shall be entitled to:

- A. Execute an injunction halting all construction or development on La Pradera until such time as Applicant remedies its breach and complies with its obligations hereunder;
- B. Refuse to grant preliminary or final plat approval for any future phase of La Pradera;

CLERK OF SUPERIOR COURT  
COUNTY OF SAN DIEGO  
2014

- C. Collect all development fees and water connection charges that were waived for each house on an Affordable Lot that Applicant sold to a non-Eligible Buyer or non-Entry Market Buyer, as the case may be;
- D. Collect the current market price of water rights utilized by the County to provide water to each house on an Affordable Lot that Applicant sold to a non-Eligible Buyer or non-Entry Market Buyer, as the case may be.
- E. Receive title at no cost to all remaining identified Affordable Lots, per Exhibit A.
- F. Receive 50% of the Maximum Target Housing Price set forth in the Affordable Housing Regulations, for each required, yet unsold Affordable Unit, defined as a three bedroom unit, in the applicable Income Range.
- G. Notwithstanding the foregoing provisions, whenever a period of time or specified date is herein prescribed for action to be taken by any party, there shall be excluded from the computation of any such period of time or an extension of such specified date, any delays due to strikes, riots, acts of God (excluding weather delays reasonably and historically known to occur, as defined by a ten (10) year average of the U.S. Meteorological Survey data, or similarly and mutually acceptable data, in the geographical area of the Property), shortages of labor or materials outside of the parameters typically found in the geographical area of the Property, war, terrorism or governmental laws, regulations, restrictions or moratoriums (except to the extent waived or otherwise not applied to the project or the Property) and unforeseeable delays by the project lender; provided, however, that both Parties shall use their best and diligent efforts to mitigate the effects of such occurrences with respect to the required action. Subject to the foregoing, time is of the essence with respect to each and every provision of this Amended and Restated Agreement.

**18. Miscellaneous Provisions.**

A. If any provision of this Amended and Restated Agreement or the application thereof to any person or circumstances is held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision of this Amended and Restated Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable.

B. This Amended and Restated Agreement shall be construed and enforced in accordance with the Affordable Housing Ordinance, the 2012 Ordinance and Affordable Housing Regulations and the laws of the State of New Mexico.

C. No actions taken by the parties following a breach of any of the terms contained in this Amended and Restated Agreement shall be construed to be a waiver of any claim or consent to any succeeding breach of the same or any other term.

D. This Amended and Restated 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 this written Amended and Restated Agreement. No prior or contemporaneous agreement, covenant or

CLERK RECORDED 02/10/2013

understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Amended and Restated Agreement.

E. At the request of the County, Applicant shall provide the County with such documentation the County deems relevant to establish Applicant's compliance with this Amended and Restated Agreement. Any failure by Applicant to comply with this subparagraph shall constitute a breach of this Amended and Restated Agreement, subjecting Applicant to the per unit payment provisions of Section 17 above, multiplied by the number of Affordable Units for which information has been requested.

F. This Amended and Restated Agreement shall not relieve Applicant from complying with present or future County ordinances, duly adopted resolutions or regulations applicable to development within the County.

~~G. This Amended and Restated Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties thereto.~~

H. This Amended and Restated Agreement must be filed and recorded.

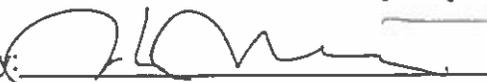
I. Entering into this Amended and Restated Agreement does not prohibit Applicant or Applicant's buyers from applying for downpayment assistance from the County under the program which may be in effect at that time.

19. This Amended and Restated Agreement shall terminate upon the County issuing a certificate of compliance with the Amended and Restated Affordable Housing Agreement in accordance with Section 7.5 of the Affordable Housing Regulations. The County may terminate this Amended and Restated Agreement and impose all Section 17 enabled payments for the required, yet unsold Affordable Units and recapture the cost of any granted incentives in the event of a breach of the Amended and Restated Agreement by Applicant.

IN WITNESS WHEREOF, the parties have duly executed this Amended and Restated Affordable Housing Agreement as of this 12th day of December, 2012.

APPLICANT:

GARDNER ASSOCIATES, LLC  
A New Mexico Limited Liability corporation

By:   
John J. McCarthy, Managing Member

2/11/13  
Date

LA PRADERA ASSOCIATES, LLC

A New Mexico Limited Liability Company

By: [Signature]  
John J. McCarthy, Managing Member

2/11/13  
Date:

SANTA FE COUNTY

APPROVED AS TO FORM:

By: [Signature]  
Board of County Commissioners

By: [Signature]  
Stephen C. Ross, County Attorney

SANTA FE COUNTY AFFORDABLE  
HOUSING ADMINISTRATOR

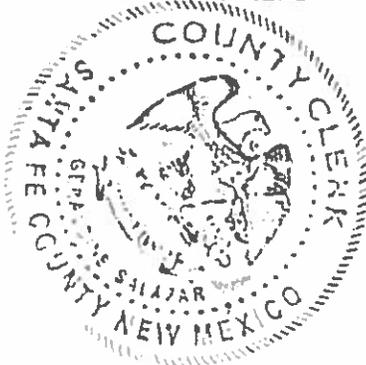
[Signature]  
By: Katherine Miller, County Manager

[Signature]  
By: Steven Brugger, AICP

2/11/13  
Date:

ATTEST:

[Signature] 2/15/2013  
**GERALDINE SALAZAR**  
**COUNTY CLERK**



COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

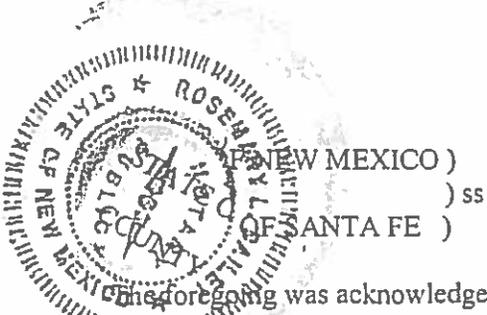
AMENDED HOUSING AGREE  
PAGES: 16

I Hereby Certify That This Instrument Was Filed for  
Record On The 18TH Day Of February, 2013 at 10:13.03 AM  
And Was Duly Recorded as Instrument # 1696785  
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Deputy [Signature] Geraldine Salazar  
County Clerk, Santa Fe, NM



REC'D CLERK RECORDED 2/15/2013



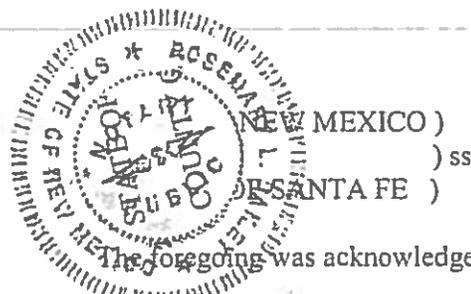
The foregoing was acknowledged before me this 1st day of February, 2013 by

John J. McCarthy (name), Managing Member (title) of Parker and associates  
and da pradera, New Mexico corporations, on behalf of said corporation.

Rosemary D. Bailey  
Notary Public

My commission expires:  
March 2, 2013

CLERK RECORDED 02/15/2013

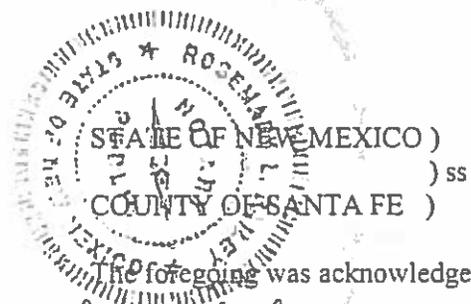


The foregoing was acknowledged before me this 7<sup>th</sup> day of February, 2013 by

Kathleen Doonan (name), Chair Board of Com. (title) of the Santa Fe County Board of  
County Commissioners.

Rosemary D. Bailey  
Notary Public

My commission expires:  
March 2, 2013



The foregoing was acknowledged before me this 1st day of February, 2013 by

Steve L. Bruger (name), Affordable Housing Administrator (title) of the Santa Fe County  
Affordable Housing Program.

Rosemary D. Bailey  
Notary Public

My commission expires:  
March 2, 2013

**Exhibit A**  
**AFFORDABLE UNIT PRICING, INCOME RANGES AND OTHER DATA**

	<b>Income Level 1</b>	<b>Income Level 2</b>	<b>Income Level 3</b>	<b>Income Level 4</b>	<b>Total</b>
Phase 1	51A, 51B,	32, 34 (1 unit) 35, 39, 53, 54,	9, 22, 23A, 23B, 48,		13
Phase 2	141	71, 98, 102	99, 118, 123, 142		8
Phase 3	166, 167, 168	164, 169, 170	198		7
Phase 4	222, 224, 226,		205		4
Phase 5	72, 80, 82		87		4
Phase 6					
Master Plan Amendment	76	218	220	145	4
<b>TOTAL</b>	13	13	13	1	40

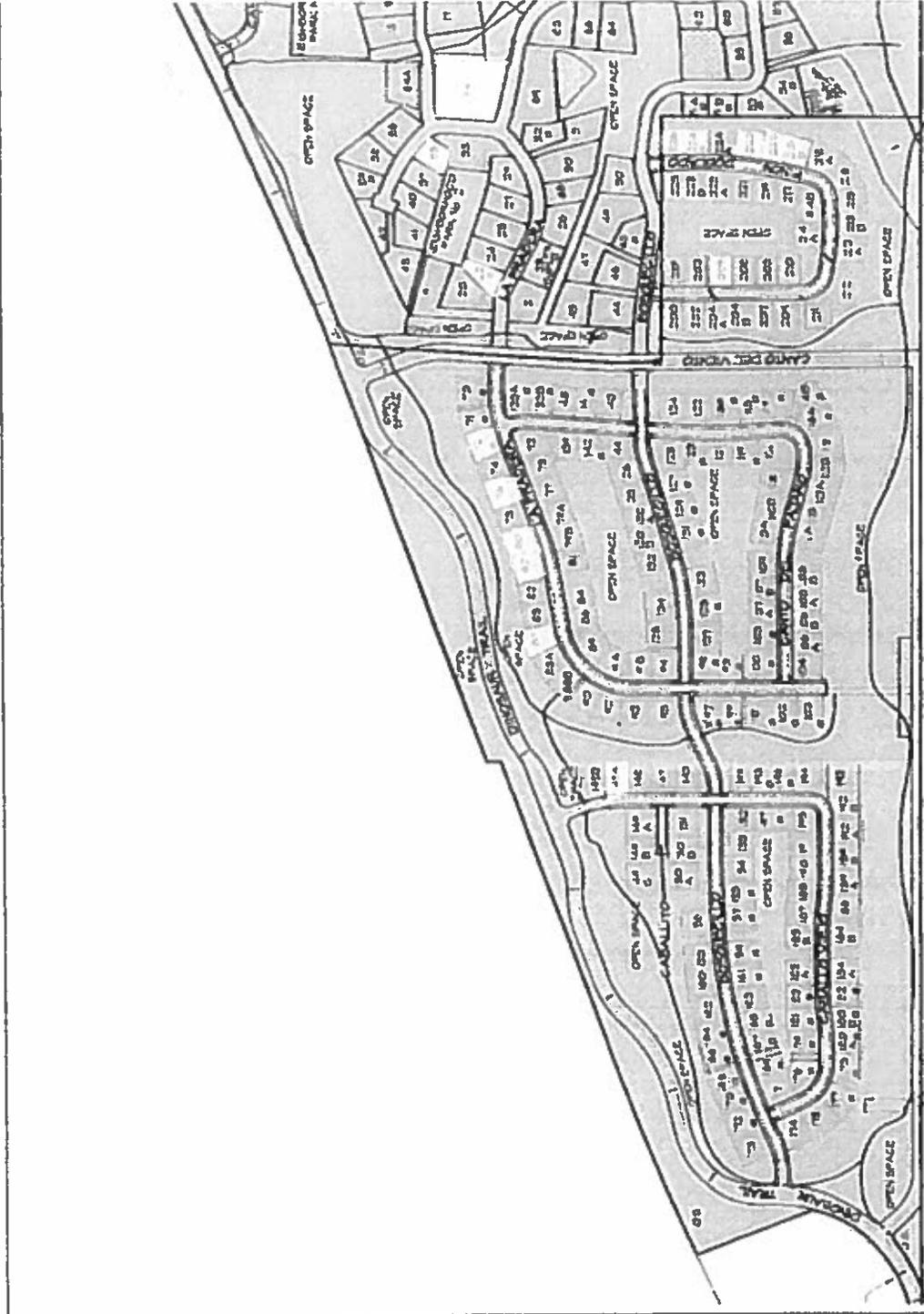
Homes constructed pursuant to this Amended and Restated Agreement shall comply with Section 3 of the Affordable Housing Regulations, unless otherwise stated herein. Plans for all homes to be constructed shall be designed with HERS Rating of 70 or below.

Notes: 1) Designated Affordable Lots highlighted in red remain to be built as set forth in this Amended and Restated Agreement; 2) Designated Affordable Lots in black have been built upon and are Qualified Transactions in compliance with the Regulations.

REC'D CLERK RECORDED 02/18/2013

Exhibit B - PLAN SHOWING AFFORDABLE UNIT LOT DESIGNATIONS

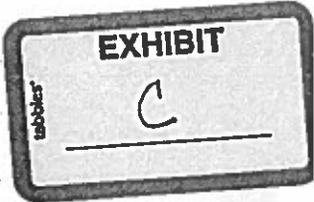
2017/01/26 09:23:13  
CITY OF LOS ANGELES  
PLANNING DEPARTMENT  
RECORDS MANAGEMENT



**Exhibit C: LOT SUBSTITUTION FORM**

I, \_\_\_\_\_, Affordable Housing Administrator for Santa Fe County, do hereby approve/disapprove the Applicant's request to substitute Lot # \_\_\_ in La Pradera for Affordable Lot # \_\_\_\_\_, identified in Exhibit A as one of the required Affordable Lots. Exhibit A to the Amended and Restated Agreement for La Pradera is hereby modified through the execution of this document.

FILED  
COUNTY CLERK  
RECORDED  
02/10/2013  
11:51 AM



**SANTA FE COUNTY ORDINANCE NO. 2006-02**

**AN ORDINANCE REQUIRING AFFORDABLE HOUSING IN PROJECTS AND MINOR PROJECTS DEVELOPED WITHIN THE NORTHERN AND CENTRAL AREA OF THE COUNTY, CREATING THE POSITION OF AFFORDABLE HOUSING ADMINSTRATOR, PROVIDING FOR ENACTMENT OF AFFORDABLE HOUSING REGULATIONS, PROVIDING FOR INCENTIVES TO AMELIORATE THE COST OF PROVIDING AFFORDABLE HOUSING, ENSURING LONG-TERM AFFORDABILITY, PROVIDING FOR ALTERNATE MEANS OF COMPLIANCE AND MEANS TO ADDRESS HARDSHIP SITUATIONS, AMENDING ORDINANCE NOS. 1996-10, 1997-03, 2000-13, 2001-7, AND 2002-1, REPEALING SECTION K OF ORDINANCE NO. 2000-12, AND REPEALING ORDINANCES NO. 1997-02, 1997-10 and 2000-11.**

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY:**

**Section One. Purpose and Intent.** The purpose of this Ordinance is to provide increased housing opportunities within a broad range of incomes for current and future residents of Santa Fe County. The intent is to encourage new development to achieve a reasonable balance between market rate housing and Affordable Housing through the use of incentives and other means to help offset potential costs.

**Section Two. Applicability.** This Ordinance shall apply to each Project and Minor Project within the unincorporated areas of central and northern Santa Fe County shown on Attachment A not otherwise governed by the Santa Fe County Exterritorial Zoning Ordinance, Ordinance No. 1997-4, as amended. This Ordinance shall apply to an existing approved master plan and shall apply to an application for approval of master plan, preliminary development plan or preliminary plat.

**Section Three. Definitions.** For purposes of this Ordinance, the following definitions shall apply:

A. "Affordable Housing" means an Eligible Housing Type or Unit that is sold at or below the Maximum Target Housing Price to an Eligible or Entry Market Buyer, where the Eligible Housing Unit is occupied by the Eligible or Entry Market Buyer as a primary residence.

B. "Affordably Priced Housing Unit" means an Eligible Housing Type or Unit that is sold at or below the Maximum Target Housing Price to an Eligible Buyer within Income Ranges 1, 2, or 3 respectively.

C. "Affordable Housing Administrator" means the County employee charged with administering this Ordinance, making recommendations and taking other actions as set forth in this Ordinance.

D. "Affordable Housing Plan" means a written plan that describes how an applicant intends to comply with the Affordable Housing requirements of this Ordinance, and which specifies the general location, number and types of Affordable Units that will be built.

SFC CLERK RECORDED 02/20/2006

E. "Affordable Housing Regulations" refers to regulations developed and updated periodically by the Board of County Commissioners to govern implementation and administration of this Ordinance.

F. "Affordable Unit" means an Affordably Priced Housing Unit or an Entry Market Housing Unit.

G. "Appreciation" means the amount an Affordable Unit has increased in value since the first sale of the unit to an Eligible Buyer using an initial sales price that has been adjusted by an index specified in the Affordable Housing Regulations.

H. "Area Median Income" means the median income of the Santa Fe Metropolitan Statistical Area, adjusted for various household sizes, published by the United States Department of Housing and Urban Development and amended annually pursuant to data published by the United States Department of Housing and Urban Development.

I. "Code Administrator" means the Santa Fe County Land Use Director, or his/her designee.

J. "Community Water System" has the same meaning as that phrase is given in the Land Development Code, Ordinance No. 1996-10 (as amended), a water supply system that serves five (5) or more dwelling units or commercial units through facilities that are under central or common ownership and/or management and that utilize permitted water rights instead of a domestic well, including public water supply systems such as those operated by Santa Fe County and the City of Santa Fe.

K. "Eligible Buyer" means the buyer of an Eligible Housing Unit whose Annual Gross Income is one hundred percent (100%) or less than the Area Median Income.

L. "Eligible Housing Type" or "Unit" means a housing unit, attached or detached, that is constructed in compliance with applicable codes. Design standards for an Eligible Housing Type or Unit shall be further categorized within the Affordable Housing Regulations according to housing type, number of bedrooms, number of bathrooms and minimum square footages of heated residential area.

M. "Entry Market Buyer" means a buyer of an Eligible Housing Type of Unit whose Annual Gross Income is between 101% to 120% of the Area Median Income.

N. "Entry Market Housing Unit" means an Eligible Housing Type or Unit that is sold at or below the Maximum Target Housing Price to an Entry Market Buyer within Income Range 4 respectively.

O. "Income Range" means the income range used to determine the Maximum Target Home Price for each Eligible Housing Type. For purposes of this Ordinance, the Income Ranges are as follows:

1. Income Range 1: 0% to 65% of the Area Median Income.
2. Income Range 2: 66% to 80% of the Area Median Income.
3. Income Range 3: 81% to 100% of the Area Median Income.
4. Income Range 4: 101% to 120% of the Area Medium Income.

P. "Maximum Target Housing Price" means the highest price at which an Eligible Housing Type or Unit may be sold to an Eligible or Entry Market Buyer in the appropriate Income Range and otherwise satisfy the affordable housing requirements of this Ordinance. The Maximum Target Housing Prices for each Eligible Housing Type and Income Range shall be included in the Affordable Housing Regulations, and the

Maximum Target Housing Prices shall be amended from time to time as the Area Median Income, interest rates, or other appropriate indices change. The Maximum Target Housing Price shall not include any options, lot premiums or upgrades chosen by the Eligible or Entry Market Buyer so long as the options, premiums and upgrades are published by the seller in advance as part of its marketing efforts and so long as the options are reasonably comparable to those offered to other buyers of the same housing type and do not exceed the sum of \$2,000 in total.

Q. "Major Project" means any division of property into twenty-five (25) or more parcels for purpose of sale, lease or other conveyance of one or more single-family residences.

R. "Minor Project" means subdivision of a parcel or parcels into between five (5) and no more than twenty-four (24) or parcels (inclusive of any Affordable Housing provided as a result of the application of requirements of this Ordinance) for purpose of sale, lease or other conveyance of one or more single-family residences.

S. "Project" means any Major Project or Minor Project.

#### **Section Four. Affordable Housing Requirements.**

A. Of the total housing provided in any Major Project, no less than thirty percent (30%) shall be Affordable Housing as defined herein. Of the total housing provided in any Minor Project, no less than sixteen percent (16%) shall be Affordable Housing as defined herein.

B. The distribution of the Affordable Units provided in connection with a Major Project shall include Affordably Priced Housing Units provided equally to Eligible Buyers in Income Range 1 (7.5%), Income Range 2 (7.5%), Income Range 3 (7.5%), and Entry Market Housing Units provided to Entry Market Buyers in Income Range 4 (7.5%). The distribution of the Affordable Units provided in connection with a Minor Project, except as otherwise set forth in Section Five of this Ordinance, shall include Affordably Priced Housing Units provided equally to Eligible Buyers in Income Range 1 (4%), Income Range 2 (4%), Income Range 3 (4%), and Entry Market Housing Units provided to Entry Market Buyers in Income Range 4 (4%).

C. If a fractional portion of an Affordable Unit remains when determining the required number of Units, the following requirements apply:

1. Where the fractional remainder is greater than 0.5, an additional unit shall be required.

2. Where the fractional remainder is 0.5 or less, a residual fee shall be required in accordance with the Affordable Housing Regulations.

D. Affordable Housing shall be integrated into the overall design and layout of the Project, and the Affordable Units shall be reasonably dispersed within the Project. An appropriate mix of housing types and sizes may be included in the Project so long as it otherwise complies with this Ordinance. At a minimum, the general location, total number of units, a description as to the type and design of those units, the general pricing structure, and the proposed phasing of the Affordable Housing shall be identified in the Affordable Housing Plan and the exact location of the Affordable Units shall be identified in the Affordable Housing Agreement.

E. Affordable Housing shall be provided in phases if the Project is otherwise to be phased, but the proportion of Affordable Units offered for sale within any

SFC CLERK RECORDED 02/20/2006

phase must not be less than the proportion of the total number of lots to be developed within all phases of the Project and the total number of Affordable Units to be offered within all phases of the Project.

F. An applicant shall submit an Affordable Housing Plan as a part of the application for approval of a Project. The Affordable Housing Plan shall describe, in detail, how the applicant intends to comply with the Affordable Housing requirements of this Ordinance, and shall specify whether alternative means of compliance or hardship conditions will be claimed and, if so, the grounds for doing so. The Affordable Housing Plan shall be submitted at the earliest phase of the review process and shall be included as a part of the development review for that development. The Affordable Housing Administrator may request additional information from the applicant, or reject or require amendments to a proposed Affordable Housing Plan if the proposed Affordable Housing Plan fails to meet the requirements of this Ordinance or the Affordable Housing Regulations. The Affordable Housing Plan will be incorporated into the Affordable Housing Agreement that shall be filed and recorded with a final development plan or a final plat, whichever instrument is the first to be recorded.

G. A final plat shall not be recorded until the applicant has entered into an Affordable Housing Agreement with the County.

#### **Section Five. [Reserved]**

#### **Section Six. Affordable Housing Regulations.**

A. The Affordable Housing Administrator shall recommend and present to the Board of County Commissioners proposed Affordable Housing Regulations contemporaneous with consideration of this Ordinance.

B. The Affordable Housing Regulations ultimately adopted by the Board of County Commissioners shall include, at a minimum, the following:

1. The application submittal requirements necessary to reasonably evaluate compliance with this Ordinance, the requirements governing the Affordable Housing Plan and Affordable Housing Agreement.

2. The form of the Affordable Housing Agreement, including standard terms and conditions for providing Affordable Housing within a Project, the location, housing type(s) and size(s) and the Maximum Target Housing Price(s) of the proposed Affordable Units, a description of how the Affordable Units will be marketed and sold to Eligible Buyers or Entry Market Buyers, and a requirement that the Affordable Housing Agreement be filed and recorded with the Final Plat;

3. A reasonable process for certifying Eligible or Entry Market Buyers by the County or its agent that, to the extent possible, takes no more than fifteen (15) business days from the date a potential buyer applies for certification;

4. Reasonable fees to be charged for certification of Eligible or Entry Market Buyers;

5. The form of the Certificate of Compliance to be issued upon compliance with the terms of this Ordinance;

6. A Maximum Target Housing Price for each income range;

7. Minimum design requirements including the number of bathrooms and the minimum residential square footages of heated area according to the number of bedrooms;

8. [Reserved]

9. The method used to determine and periodically adjust the Maximum Target Housing Price, including the methodology to be used to determine the initial market price for each Eligible Housing Type and a means to discount the market price by the same percentages to determine the price for each category of Eligible Housing Type and for each Income Range;

10. The method for determining fees associated with this Ordinance, including cash payments as an alternative means of compliance and residual fees;

11. Rules for applying the residual fee standards in Section 4(C)(2) of this Ordinance;

12. A methodology for evaluating cash payments pursuant to Section 16(A)(2) of this Ordinance;

13. A methodology for evaluating property dedications pursuant to Section 16(A)(3) of this Ordinance;

14. A methodology for evaluating proposed cash payments for alternative means of compliance pursuant to Section 16(F)(1) of this Ordinance;

15. A methodology for evaluating property dedications for alternative means of compliance pursuant to Section 16(F)(3) of this Ordinance;

16. Criteria and procedures for reducing the County's share of the Appreciation and the Affordability Mortgage or Lien pursuant to Section 18(C) of this Ordinance; and

17. Any other matter deemed necessary by the Board of County Commissioners.

C. The Affordable Housing Regulations shall be adopted by resolution of the Board of County Commissioners, and shall be amended from time to time as deemed necessary and to account for changes in indices used to make calculations required by this Ordinance and the Affordable Housing Regulations.

**Section Seven. Rental of Affordable Units.** An Eligible or Entry Market Buyer shall not lease an Affordable Housing Unit that is provided pursuant to this Ordinance unless the proposed tenant is an immediate family member of the Eligible or Entry Market Buyer, the Eligible or Entry Market Buyer is under duress by reason of unemployment, family medical emergency, is unable to sell the Affordable Unit for an amount equal to or greater than the original sale price or other unique circumstances of hardship, and the proposed lease of the premises is approved in writing by the Affordable Housing Administrator.

**Section Eight. Water for Affordable Housing.** Notwithstanding the provisions of Article V, Section 5.2.2.g.(9) of the Santa Fe Land Development Code and Ordinance No. 2005-02 (Master Plan Procedures), or any Resolution governing operations of the Santa Fe County Water Resources Department, a Project shall not be required to transfer water rights to the County for the Affordably Priced Housing Units as required by

application of Section 4(A) of this Ordinance, so long as at the time of application the County holds adequate water rights to supply the Affordably Priced Housing Units and is otherwise capable of supplying the Affordably Priced Housing Units.

**Section Nine. Density Bonus for Affordable Housing.**

A. A Major Project that utilizes a Community Water System may receive increased density to accommodate the Affordably Priced Housing Units pursuant to the requirements contained within this Ordinance.

B. A Minor Project may receive increased density to accommodate the Affordably Priced Housing Units pursuant to the requirements contained within this Ordinance so long as the Project provides no less than thirty percent (30%) Affordable Housing, and so long as: (i) the Project utilizes a Community Water System, and (ii) clustering concepts are incorporated into the Project.

C. The density bonus permitted by this Section shall not exceed 2/3 unit for each Affordably Priced Housing Unit provided and as otherwise permitted by application of the Land Development Code, not to exceed an increased density of fifteen percent (15%) attributable to the Project in total.

D. The affordability requirements for a Project shall be determined prior to applying any density bonus.

E. Density bonuses of not more than twenty percent (20%) attributable to the Project as a whole may be approved by the Board of County Commissioners on a case-by-case basis, so long as the Project remains compatible with surrounding uses and the impacts to adjacent areas are minimal.

**Section Ten. Incentives for Energy Efficiency.** A Project that provides energy efficiency measures within the Project as a whole shall be permitted to apply all the incentives described in this Ordinance to each Entry Market Housing Unit. The criteria to evaluate a proposal to provide energy efficiency measures shall be more specifically described in the Affordable Housing Regulations.

**Section Eleven. Relief from Development Fees.** Notwithstanding the provisions of Article V, Section 6 ("Fees and Levies") Article XII of the Santa Fe County Land Development Code, a Project that provides Affordable Housing as required by this Ordinance shall be relieved of the obligation to pay development fees for each Affordably Priced Housing Unit provided within the Project.

**Section Twelve. Relief from Additional Santa Fe County Water Utility Connection Charges.** A Project that provides Affordable Housing as required by this Ordinance shall be relieved of the obligation to pay additional water connection charges (excluding the costs of creating a line extension pursuant to a Water Service Agreement) for each of the Affordably Priced Housing Unit that exceed the cost of the water meter.

**Section Thirteen. Reduction of Lot Size for Affordable Units.** A Minor Project that is not eligible for a water rights transfer waiver (Section Eight, herein) or a water allocation or density bonus (Section Nine, herein), may reduce the lot area for each Affordably Priced Housing Unit to the minimum permitted by applicable Regulations of

the New Mexico Environmental Department, so long as the Affordably Priced Housing Unit whose lot sizes are reduced pursuant to this Section are reasonably dispersed throughout the Project. The reduction in lot size shall not alter the hydrologic standards set forth in the Santa Fe County Land Development Code.

**Section Fourteen. [Reserved.]**

**Section Fifteen. Other Incentives Authorized by Article 27, New Mexico Affordable Housing Act.** The County may donate land for construction of affordable housing or an existing building for conversion or renovation into affordable housing or may provide or pay the costs of infrastructure necessary to support affordable housing projects if permitted under the terms of a separate ordinance enacted pursuant to NMSA 1978, Section 6-27-1 et seq.

**Section Sixteen. Alternate Means of Compliance.**

A. A Project may alternatively meet all or a portion of its obligation to provide Affordable Housing by:

1. providing Affordable Units outside the Project but within central and northern Santa Fe County, as shown on Attachment A, subject to the provisions of Section Sixteen (D) of this Ordinance;
2. making a cash payment that is equal to or greater value than would have been required if the Project had been constructed or created Affordable Units as provided in this Ordinance, applying the methodology set forth in the Affordable Housing Regulations; or
3. dedicating property suitable for construction of Affordable Units outside the Project but within central and northern Santa Fe County, as shown on Attachment A, whose value is equal to or greater than that which would have been required if the Project had been constructed or created Affordable Units as provided in this Ordinance, applying the methodology set forth in the Affordable Housing Regulations.

B. Review and approval of a proposal to use an alternative means of compliance provided by this Section shall be conducted during the review of application for approval of the master plan, preliminary plat or development plan, as appropriate. Alternatively, a person desiring to develop a Project may apply for concept approval of a proposed Affordable Housing Plan prior to applying for approval of a Project, in which case the application shall be processed in the same manner as an application for a master plan is processed. Concept approval of an alternative means of compliance shall not imply nor commit to an approval for future development.

C. Where an alternative means of compliance pursuant to Section 16 (A)(1) is proposed, both the Project and its off-site affordable housing component shall be considered and processed as a single Project, except as provided in Section 16 (D) of this Ordinance.

D. Where an alternative means of compliance pursuant to Section 16 (A)(1) is proposed (hereinafter referred to as "the sending project") but the off-site Affordable Units (hereinafter referred to as "the receiving project") are to be located within an area governed by the Santa Fe County Exterritorial Zoning Ordinance,

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Ordinance No. 1997-4, as amended, or the platting and planning jurisdiction of any municipality (hereinafter referred to collectively as "the Extraterritorial Zone"), the provisions of Section 16 (C) shall not apply. The receiving project must receive final development plan and plat approval from the Extraterritorial Zoning Authority or, in areas without an extraterritorial zoning ordinance or regulations, from the appropriate municipality, prior to the approval of the final development plan and plat for the sending project.

E. In deciding whether to accept a proposed alternative means of compliance pursuant to Section 16 (A)(1), the County shall consider the following where applicable:

1. whether implementation of a proposed alternative means of compliance would overly concentrate Affordable Units in an area or within the proposed Project in a location where such a concentration would be inappropriate given present or future conditions;

2. if the proposal involved providing Affordable Units outside the Project area, whether the cumulative number of Affordable Units required of both the sending and receiving projects is met;

3. if the proposal involves providing Affordable Units outside the Project area, whether there is adequate existing infrastructure, including water systems, liquid waste facilities and transportation systems, to support the Affordable Units in the proposed location, whether infrastructure for water and liquid waste disposal systems can serve the proposed alternative site or project, and whether the commitment to provide such service has been confirmed in a commitment letter, or water or wastewater service agreement;

4. if the proposal involves providing Affordable Units outside the Project area, whether there is a specific need or market for Affordable Units in the location where proposed;

5. if the proposal involves providing Affordable Units outside the Project, whether the property where the Affordable Units are proposed to be located is suitable for residential use and residential development; and

6. if the proposal provides an overall greater public benefit than if the Affordable Units were constructed within the Project or Minor Project.

F. In deciding whether to accept a proposed alternative means of compliance pursuant to Sections 16 (A)(2) or (A)(3), the County shall consider the following where applicable:

1. whether the proposed cash payment is equal to or greater than the cost of constructing equivalent Affordable Units within the Project, applying the methodology set forth in the Affordable Housing Regulations;

2. whether a proposed cash payment or dedication of property creates a substantial surplus of funds within the dedicated housing fund or trust specific to that purpose;

3. whether the appraised value of the property proposed to be dedicated is equal to or greater than the total estimated value of the affordable units that would have been constructed within the Project, applying the methodology set forth in the Affordable Housing Regulations; and

4. whether a cash payment or property provides a greater overall public benefit than if the Affordable Units were constructed within the Project or Minor Project that would have otherwise provided for mixed-income development.

G. The method for determining whether the total cash payment amount or value of property proposed for transfer is sufficient shall be established in the Affordable Housing Regulations.

H. Incentives described in Sections 8 through 15 of this Ordinance may only be applied to a Project utilizing alternative means of compliance if the Board of County Commissioners specifically finds that this Ordinance, when applied to the Project, would result in economic infeasibility of the Project.

**Section Seventeen. Hardship Conditions.**

A. The Board of County Commissioners or, if a Board of Adjustment is created by the Board of County Commissioners of Santa Fe County, then the Board of Adjustment, may waive one or more of the requirements set forth in this Ordinance if a condition of hardship exists as set forth in this Section.

B. A condition of hardship shall exist for purposes of this Section, as follows:

1. A condition of hardship exists where the Project fails to qualify for any incentive set forth herein, where the Project fails to demonstrate eligibility for an alternative means of compliance, where application of the provisions of this Ordinance would result in economic infeasibility of the Project, and where complying with the requirements of this Ordinance would deprive a property owner of substantially all economically viable use of the subject property taken as a whole contrary to the Constitution of the United States or the Constitution of the State of New Mexico.

2. A condition of hardship exists for a Minor Project when an Affordable Unit (or lot created for an Affordable Unit) cannot be sold within a reasonable period of time without causing a loss on the Minor Project taken as a whole.

**Section Eighteen. Long-term Affordability.**

A. Each Affordable Housing Agreement shall include a form of lien, mortgage or other instrument (hereinafter referred to as "the Affordability Mortgage or Lien") that shall be executed and recorded along with the deed conveying the Affordable Unit to the first buyer, and that instrument shall create a mortgage or lien in favor of the County in the amount of the difference between the Maximum Target Housing Price and ninety-five percent of the unrestricted fair market value of the Affordable Unit at the time of initial sale, as determined by an appraisal approved by the County. The lien, mortgage or other instrument shall be duly executed and recorded in the Office of the County Clerk.

B. The lien, instrument, or mortgage shall contain a provision that creates a right of first refusal in favor of the County to purchase the Affordable Unit or the right to broker resale of the Affordable Unit to an Eligible or Entry Market Buyer at the then fair market value of the Affordable Unit. This instrument shall require the owner of an Affordable Unit to provide the County with fifteen (15) days written notice of intent to sell the Affordable Unit during which period the County may indicate its intent to purchase the unit or broker a purchase and sale of the unit to an Eligible Buyer. The

instrument shall further provide the County with an additional 60 days after it has notified the owner of its intent to purchase the unit or broker a purchase and sale of the unit to complete the transaction. If the County fails to notify the owner of its intent to purchase the unit or broker a purchase of the unit within the allotted time period, or if it does not complete the transaction within the allotted time period, the owner shall have the right to sell the unit to any buyer at an unrestricted price.

C. The lien, mortgage or other instrument shall also provide that if the Affordable Unit is sold or refinanced during the ten year period beginning on the date of sale of the Affordable Unit to the first buyer thereof, the County shall share in any Appreciation; the seller's share of the resulting appreciation shall be measured by multiplying the number of full years that have elapsed from the date of first sale of the Affordable Unit by 0.10 and then multiplying that result by the Appreciation. If the sale price is insufficient to close the transaction and satisfy the County's share of the Appreciation and the Affordability Mortgage or Lien, the County's share shall be reduced according to criteria set forth in the Affordable Housing Regulations.

D. The form of the instrument described in subsection 18(A), above, and the methodology for determining the initial market value of the Affordable Unit shall be specified in the Affordable Housing Regulations.

E. Any lien, mortgage, or other instrument referred to in this Section shall be released and satisfied through an appropriate instrument at the time of sale of the Affordable Unit and the appropriate instrument shall be recorded in the Office of the County Clerk documenting the release and satisfaction thereof. Any amounts collected from application of any affordability mortgage or lien pursuant to Section 18(A), above, shall be paid to the County contemporaneously with release of said instrument.

F. An Affordability Mortgage or Lien may be temporarily released for the limited purpose of closing a subsequent purchase and sale of an Affordable Unit so long as an affordability mortgage or lien is executed by the buyer and recorded as provided in this Section.

G. Any amounts collected from application of any Affordability Mortgage or Lien shall be deposited into a fund created in the County treasury or separate trust whose sole purpose shall be to support Affordable Housing within Santa Fe County or, alternatively, transferred to the Santa Fe County Housing Authority to support Affordable Housing within Santa Fe County. The fund or trust shall be governed by rules and requirements set forth in a separate Ordinance enacted pursuant to NMSA 1978, Section 6-27-1 et seq.

H. [Reserved]

I. Where the then owner of an Affordable Unit is under extreme duress by reason of unemployment, family medical emergency, divorce, or death and is unable to sell the Affordable Unit for an amount equal to or greater than the original sale price or for other unique and extreme circumstances of hardship, the Affordable Lien may be compromised or released.

**Section Nineteen. Affordable Housing Administrator.** The position of Affordable Housing Administrator is established. The Affordable Housing Administrator shall administer the Affordable Housing Ordinance, manage the fund or trust established pursuant to Section 17(G) of this Ordinance and a separate ordinance enacted pursuant to

NMSA 1978, Section 6-27-1 et seq., act as an ombudsman to the development review process, and have other responsibilities set forth in this Ordinance. The salary and benefits of the Affordable Housing Administrator shall be paid from proceeds collected pursuant to Paragraph 17(G) of this Ordinance and a separate ordinance enacted pursuant to NMSA 1978, Section 6-27-1 et seq., to the extent permitted by law.

**Section Twenty. Affordable Housing Ordinance Review.** The Affordable Housing Administrator shall prepare an Affordable Housing Report and present it to the Board of County Commissioners by the first anniversary of the effective date of this Ordinance. The purpose of the report is to measure the overall effectiveness of the Ordinance and to identify any deficiencies. In the report, the Affordable Housing Administrator shall recommend any amendments necessary to rectify those deficiencies. A similar report shall be developed and presented annually thereafter. If, at a future date, the provisions contained herein no longer meet the purpose and intent provided in Section One of this Ordinance, the Board of County Commissioners may consider appropriate amendments to this Ordinance or may repeal this Ordinance in whole or in part.

**Section Twenty-One. Repeal and Amendment of Existing Ordinances.**

A. Upon the effective date of this Ordinance, Ordinance Nos. 1997-02, adopted March 5, 1997, 1997-10, adopted August 12, 1997, and 2000-11, adopted September 26, 2000, shall be and hereby are repealed.

B. Upon the effective date of this Ordinance, Ordinance No. 1996-10 (the "Santa Fe County Land Development Code"), first adopted September 10, 1996, as amended, shall be and hereby is amended, as follows:

1. A new subsection 2.4.1a(1)(a)(vii) is adopted which shall provide as follows: "2.4.1a(1)(a)(vii). Submittals required by Ordinance No. 2006-02 ("Affordable Housing")."

2. A new subsection 2.4.2b(1)(a)(vii) is adopted which shall provide as follows: "2.4.2b(1)(d). Submittals required by Ordinance No. 2006-02 ("Affordable Housing")."

3. Art. III, Section 11.1 shall be amended with the following additional language, to be placed at the end of the Section: "... except as otherwise provided by application of the density bonus set forth in Ordinance No. 2006-02 ("Affordable Housing")."

4. Art. III, Section 11.2 shall be amended with the following additional language, to be placed at the end of the Section: "... except as otherwise provided by application of the density bonus set forth in Ordinance No. 2006-02 ("Affordable Housing")."

5. A new subsection 7.1.2(dd) of Art. V shall be and hereby is adopted which shall provide as follows: "7.1.2(dd). Submittals required by Ordinance No. 2006-02 ("Affordable Housing")."

C. Upon the effective date of this Ordinance, Section 10.1.2 of Ordinance No. 1997-03, as amended, shall be and hereby is amended with the following additional

language, to be placed at the end of the Section: "... except as otherwise provided by application of the density bonus set forth in Ordinance No. 2006-02 ("Affordable Housing")."

D. Upon the effective date of this Ordinance, Art. XV, Section K, Section 3.B., Exhibit 1 ("Zoning Matrix"), Col. N, 1b, 5b, 6b, 8b of Ordinance No. 2000-12 ("the Community College District Ordinance"), adopted December 11, 2000, shall be and hereby are repealed.

E. Upon the effective date of this Ordinance, a new Section 3.4.1.c(2) of Ordinance 2000-13 (the "Tesuque Community Zoning District"), adopted December 11, 2000, shall be and hereby is amended as follows: "2) where affordable housing that is provided pursuant to Ordinance No. 2006-02 ("Affordable Housing")."

E. Upon the effective date of this Ordinance, a new Section 4.4.2 of Ordinance 2002-1 ("Madrid Community Planning District"), adopted January 8, 2002, shall be and hereby is adopted which shall provide as follows: "... except as otherwise provided by application of the density bonus set forth in Ordinance No. 2006-02 ("Affordable Housing")."

G. Any ordinance, regulation or policy that is inconsistent with this Ordinance shall be, and hereby is, repealed.

**Section Twenty-Two. Severability.** The provisions of this Ordinance are severable and if any individual provision of this Ordinance is held invalid by a Court of Law, then the offending provision shall be stricken but the remaining provisions shall remain in full force and effect.

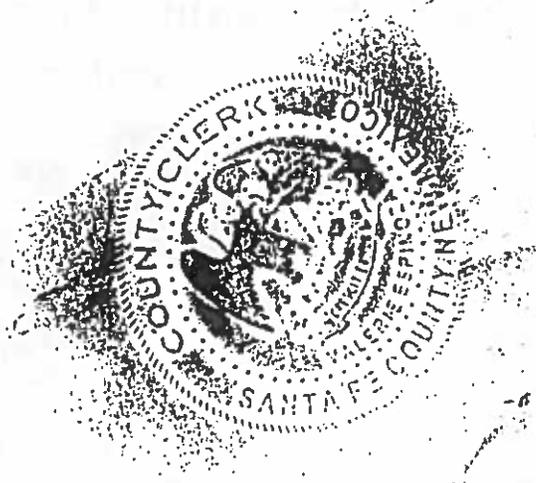
SFC CLERK RECORDED 02/20/2006

PASSED AND ENACTED THIS 14th DAY OF FEBRUARY, 2006.

THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY, NEW MEXICO

By *[Signature]*  
Harry B. Montoya, Chair

ATTEST:  
*[Signature]*  
Valerie Espinoza, County Clerk



Approved as to form:

*[Signature]*  
Stephen C. Ross, County Attorney



COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss  
BCC ORDINANCE  
PAGES: 14  
I Hereby Certify That This Instrument Was Filed for  
Record On The 20TH Day Of February, A.D., 2006 at 08 46  
And Was Duly Recorded as Instrument # 1420817  
Of The Records Of Santa Fe County  
Deputy *[Signature]* Witness My Hand And Seal Of Office  
Valerie Espinoza  
County Clerk, Santa Fe, NM

SFC CLERK RECORDED 02/20/2006



THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY

ORDINANCE NO. 2012-1

AN ORDINANCE CONCERNING THE COUNTY'S AFFORDABLE HOUSING PROGRAM; REPEALING SPECIFIED PORTIONS OF ORDINANCES NO. 2006-02, 2009-01 AND 2010-09; ENACTING REPLACEMENT PROVISIONS THAT REDUCE THE AMOUNT OF AFFORDABLE HOUSING FROM 30% TO 15% OF THE TOTAL HOUSING PROVIDED IN A MAJOR PROJECT, AND REDUCING FROM 16% TO 8% THE AFFORDABLE HOUSING PROVIDED IN A MINOR PROJECT; AMENDING THE AFFORDABILITY LIEN; AND PROVIDING FOR THE REMAINDER OF THE AFFORDABILITY LIEN TO DECLINE TO MATCH THE APPRECIATION SHARE LIEN TO PROTECT LONG-TERM AFFORDABILITY.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY THAT SPECIFIED PORTIONS OF ORDINANCES NO. 2006-02, 2009-01 AND 2010-09 ARE HEREBY REPEALED AND REPLACEMENT PROVISIONS ENACTED AS FOLLOWS:

**Section One.** Subsections 4(A) and 4(B) of Ordinance No. 2006-02 ("Affordable Housing Requirements") shall be and are repealed and new subsections 4(A) and 4(B) enacted as follows:

**"Section Four. Affordable Housing Requirements.**

"A. Of the total housing provided in any Major Project, no less than fifteen percent (15%) shall be Affordable Housing as defined herein. Of the total housing provided in any Minor Project, no less than eight percent (8%) shall be Affordable Housing as defined herein.

"B. The distribution of the Affordable Units provided in connection with a Major Project shall include Affordably Priced Housing Units provided equally to Eligible Buyers in Income Range 1 (3.75%), Income Range 2 (3.75%), Income Range 3 (3.75%), and Entry Market Housing Units provided to Entry Market Buyers in Income Range 4 (3.75%). The distribution of the Affordable Units provided in connection with a Minor Project, except as otherwise set forth in Section Five of this Ordinance, shall include Affordably Priced Housing Units provided equally to Eligible Buyers in Income Range 1 (2%), Income Range 2 (2%), Income Range 3 (2%), and Entry Market Housing Units provided to Entry Market Buyers in Income Range 4 (2%)."

**Section Two.** Subsection 16(A) of Ordinance No. 2006-02 shall be and hereby is repealed and a new subsection 16(A) enacted as follows:

**"Section Sixteen. Alternate Means of Compliance.**

"A. A Project may alternatively meet all or a portion of its obligation to provide Affordable Housing by:

"1. providing Affordable Units outside the Project but within central and northern Santa Fe County, as shown on Attachment A, subject to the provisions of Section Sixteen (D) of this Ordinance;

"2. making a cash payment that is equal to or greater value than would have been required if the Project had been constructed or created Affordable Units as provided in this Ordinance, applying the methodology set forth in the Affordable Housing Regulations;

"3. dedicating property suitable for construction of Affordable Units outside the Project but within central and northern Santa Fe County, as shown on Attachment A, whose value is equal to or greater than that which would have been required if the Project had been constructed or created Affordable Units as provided in this Ordinance, applying the methodology set forth in the Affordable Housing Regulations; or

"4. otherwise providing Affordable Units in a manner that is consistent with the goals and objectives of this Ordinance (including providing rental homes in lieu of homes for purchase, so long as the initial market value rental payments do not exceed that which an affordable buyer would have to pay to purchase a home in the income ranges specified in the affordable housing regulations).

**Section Three.** Section One of Ordinance No. 2009-01 (amending subsection 18(A) ("Long-term Affordability") of Ordinance No. 2006-02) shall be and hereby is repealed together with Ordinance No. 2010-09 and a new subsection 18(A) of Ordinance No. 2006-02 shall be adopted as follows:

"A. Each Affordable Housing Agreement shall include a form of lien, mortgage or other instrument (hereinafter referred to as "the Affordability Mortgage or Lien") that shall be executed and recorded along with the deed conveying the Affordable Unit to the first buyer, and that instrument shall create a mortgage or lien in favor of the County in the amount of the difference between the Maximum Target Housing Price and ninety-five percent of the unrestricted fair market value of the Affordable Unit at the time of initial sale, as determined by an appraisal approved by the County, which specifies that the value of the mortgage or lien is calculated at any given point by multiplying the number of full years that have elapsed from the date of first sale of the Affordable Unit by 0.10 and then multiplying that result by the difference between the Maximum Target

Housing Price and ninety-five percent of the unrestricted fair market value of the Affordable Unit at the time of initial sale. The liens, mortgages or other instruments shall be duly executed and recorded in the Office of the County Clerk.

Section Four. All other provisions of Ordinances No. 2006-02, 2009-01 and 2010-9 shall remain in force.

PASSED, APPROVED AND ADOPTED this 31st day of January, 2012.

THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY

By: *Liz Stefanics*  
Liz Stefanics, Chair

ATTEST:  
*Valerie Espinoza*  
Valerie Espinoza, Santa Fe County Clerk

APPROVED AS TO FORM:  
*[Signature]*  
Stephen C. Ross, Santa Fe County Attorney



COUNTY OF SANTA FE ) BCC ORDINANCE  
STATE OF NEW MEXICO ) ss PAGES: 3  
I Hereby Certify That This Instrument Was Filed for  
Record On The 6TH Day Of February, 2012 at 08:24:25 AM  
And Was Duly Recorded as Instrument # 1659433  
Of The Records Of Santa Fe County  
Witness My Hand And Seal Of Office  
Valerie Espinoza  
Deputy *Marcella Delgado* County Clerk, Santa Fe, NM







**Henry P. Roybal**  
*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*

**TO:** Santa Fe County Board of County Commissioners

**FROM:** David Griscom, Economic Development Manager 

**Via:** Penny Ellis-Green, Growth Management Director  
Katherine Miller, County Manager

**RE:** Request Approval of Application for SF County Local Economic Development Act (LEDA) Support for The Place at Caja Del Rio, a Senior Living project

**DATE:** Sept. 8, 2015

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Background

The Place at Caja Del Rio is a proposed facility along Caja Del Rio road that would provide a variety of senior care services. The project would be built in 4 phases, and would include Independent Living (180 units), Assisted Living (200 units), Skilled Nursing (120 beds), and Memory Care (80 units) units. Phase 1 would focus on Skilled Nursing, and the remaining phases would be built out over a period of approximately 5 years. The project is being developed by Cauwels & Stuve, and the firm has hired Jenkins & Gavin as their agent (see attached brochure). The project Master Plan was approved by the BCC on October 14, 2014, designating the property as a Large Scale Mixed-Use District. The project is located on 28 acres at 28 Caja Del Rio road.

The applicant has experience in senior care services, having implemented a similar, multi-phase, multi-care senior services project in Albuquerque, called The Rio at Las Estancias. I visited the project this past April and met with the Operator of the site as part of my due diligence for The Place at Caja Del Rio project.

Per the County's LEDA Ordinance, the applicant has filled out a County LEDA application (attached), and it has been reviewed by the Economic Development Manager.

County LEDA Ordinance

Per the County LEDA Ordinance (2014-7), a project or business must be a "qualifying entity" in order to receive LEDA support, and this project would qualify under Section VI,B,3: "a business in which all or part of the activities of the business involves the supplying of services to the general public or to governmental agencies or to a specific industry or customer, but, other than as provided in Paragraph (5) of this subsection, not including businesses primarily engaged in the sale of goods or commodities at retail."

### LEDA Criteria

The County receives many economic development funding requests each year, and I have developed some internal criteria through which each funding request is evaluated, including the following:

- Does the project tie in to the SF County Economic Development Plan, and is it within one of the 6 identified target industries?
- Is the project economic base in nature, meaning that >50% of revenues must come from outside NM?
- Is the total private sector investment in the LEDA project, including land, building, infrastructure, and cash, greater than 70% of the total cost of the project?
- Has the entity requesting LEDA support been in business for 3 years or longer?
- Is the project outside the incorporated areas of SF County?
- Is the project in SDA 1?
- Does the project provide sufficient economic impact to the County?

### LEDA request

The applicant has requested \$2.3 million in infrastructure improvements needed to develop the project. The infrastructure improvements include:

- 7,000 lineal feet of new 8-inch sanitary sewer line with 16 connection points along the 599 Frontage Road from Caja del Rio to the connection point in Paseo de River just north of Airport Road.
- 1,500 lineal feet of 8-inch water line from the development to the existing 12 inch line on the north side of Caja Del Rio at Cochiti Trail Rd.
- New power lines that will follow the same water line route into the development.
- New natural gas line, which will be run from the 8 inch New Mexico Gas Company line at Caja Del Rio and Cochiti Trail Rd. along Caja Del Rio to the development.
- A deceleration lane on Caja del Rio into the facility and roadway into the site

The total project cost for the The Place at Caja Del Rio is estimated to be \$14 million. Staff recommends \$300,000 in LEDA financial support, which is 13% of the total infrastructure costs. The build-out of the sewer line could eventually assist the County in its long term sewer infrastructure expansion plans for the Caja Del Rio area.

### Economic Impact

The applicant has made an initial estimate as to jobs created, and the State of New Mexico performed an economic impact analysis for this project (summary attached). The highlights of both include the following:

- Construction employment: 170 jobs, with payroll of \$8.8 million
- Permanent jobs: 170 jobs with payroll of \$8.8 million
- \$3.35 million estimated net benefits to SF County over 10 years
- \$1.1 million net benefit to SF School District

### Analysis

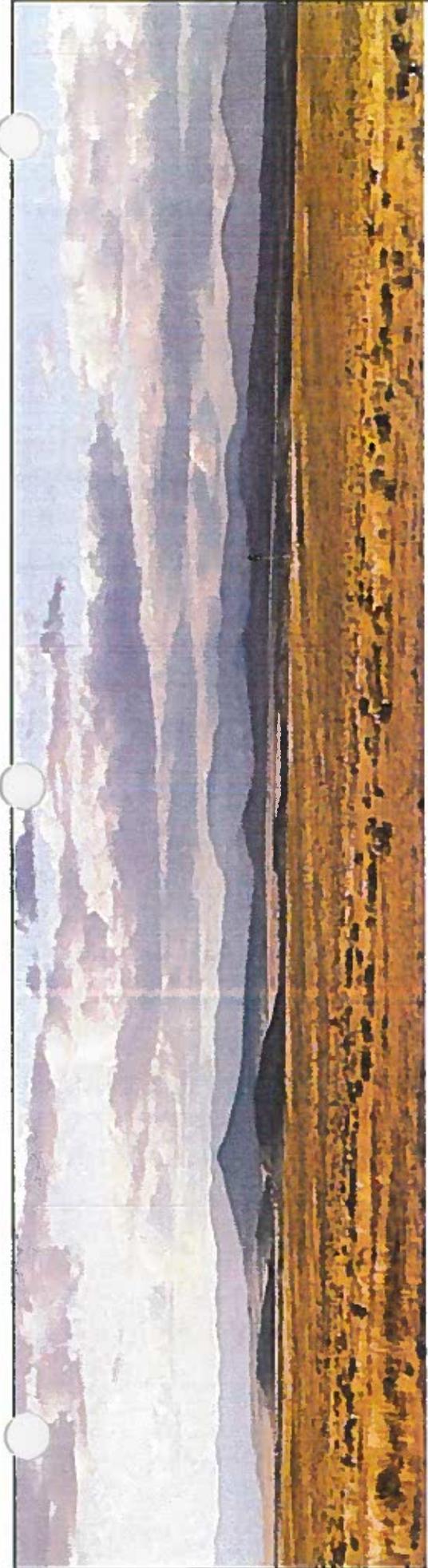
A pressing demographic trend of Santa Fe County residents is that we are getting older each year, with the average age increasing with each US Census, starting in 1990 (average age=34), 2000

(average age= 38), 2010 (average age=43). With an aging population comes an increase in the demand for services that cater towards an older population. There are currently 10+ facilities in the City of Santa Fe that provide some combination of Independent Living, Assisted Living, Skilled Nursing, and Memory Care services, though it appears that demand is outpacing supply. The Place at Caja Del Rio project complies with each of the LEDA criteria listed above, making it a viable candidate for SF County LEDA support: the project is in the Health/Wellness target industry listed in the County's economic development plan; it is economic base- greater than 50% of the revenues for the business would come from Medicare and Medicaid (the project proforma assumes 5% private pay, 95% medicare/Medicaid); SF County financial support would be around 2% of the total project cost; the applicant has demonstrated experience in the senior care industry, having opened the Rio at Las Estancias in 2013/14; it is outside the incorporated areas and also falls in SDA 1; it will provide sufficient economic impact to the County.

#### Recommendation

Per the above analysis, staff has determined that there is sufficient justification and economic impact from this project to warrant using LEDA for financial support in the amount of \$300,000. If the BCC gives direction to proceed, staff will draft a LEDA Ordinance and request to publish Title and General Summary.





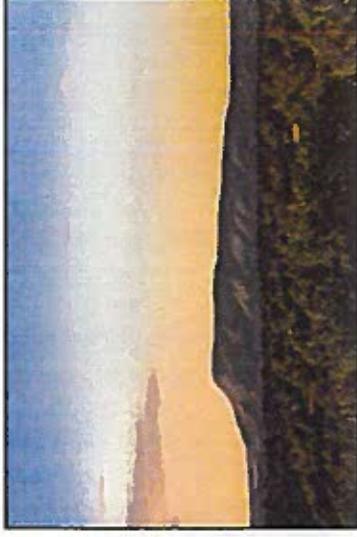
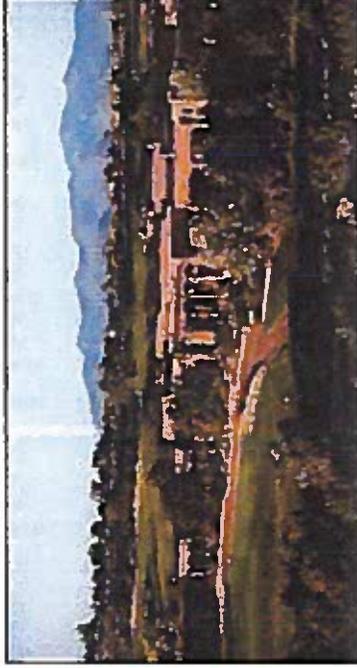
# THE PLACE AT CAJA DEL RIO SANTA FE, NM

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Senior Living Development

## Unparalleled Setting, Unparalleled Opportunity

Upscale Senior Living Community on 28 Acres



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Albuquerque, NM 87113

505.266.5711

# THE PLACE AT CAJA DEL RIO — SANTA FE, NM

DISCLAIMER

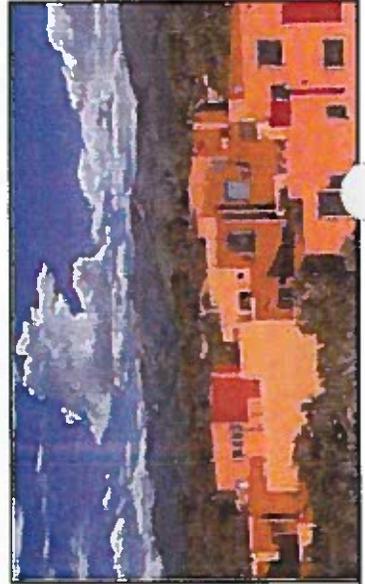
## Senior Living Development

Presented by

**Jeff D. Stuve and Paul S. Cauwels**  
Principals, Cauwels & Stuve Realty & Development Advisors, LLC

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5514 Horton Blvd. NE

Suite 400

Albuquerque, NM 87113

505-266-5711

# THE PLACE AT CAJA DEL RIO SANTA FE, NM

## EXECUTIVE SUMMARY

### THE OPPORTUNITY

Developer Cauwels & Stuve Realty & Development (C&S) is pleased to present **The Place at Caja Del Rio**, a high quality, fully-entitled 4 Phase Master Plan in Santa Fe, New Mexico. The project is tailored to senior lifestyles, with state-of-the-art facilities for Independent Living, Assisted Living, Skilled Nursing and Memory Care. Leveraging years of experience in senior projects, C&S will offer Operators 4 turn-key facilities in the under-served Santa Fe market, a region with historically high barriers to entry, or will explore Joint Venture or Partnership opportunities for the development.

Santa Fe is the state Capital, a largely affluent area with strong senior demographics and almost double the median income compared to other New Mexico cities. As the 65+ Boomer generation famously enters their retirement years at the rate of 10,000 per day, these discerning consumers want upscale environments with high-end services and enhanced quality of life. Sterile institutional, cookie-cutter solutions will not satisfy this robust generation of nuanced individuals.

The site is an undeveloped 28 acre parcel 8 miles west of Santa Fe's historic central Plaza. The site boasts a location at the gateway to some of the area's most exclusive residential developments and is near the Santa Fe Municipal Airport, 5 golf courses, world class Resorts, in addition to the many exceptional cultural experiences and conveniences that distinguish Santa Fe, "The City Different".

**The Place at Caja Del Rio** will offer well-appointed amenities coveted by this fully-engaged senior audience, with fine dining and intimate bistros, plus recreational, fitness and spa facilities. Up to 425,000 SF of building area is planned in 4 phases. Each facility will strive to enhance the health and independence of its residents and create a high level of personalized service. Additionally, the project will harmonize with its stunning desert surroundings, using eco-friendly active water harvesting, dark skies protection and preservation of native vegetation to create the optimal aesthetic experience for residents. The development team is passionate about creating innovative properties that enhance the surrounding community as well as the lives of its residents.

To discuss this opportunity further, please contact principals Paul Cauwels or Jeff Stuve at 505.266.5711.



[www.cauwels-stuve.com](http://www.cauwels-stuve.com)

8814 Horizon Blvd. N

Suite 400

Albuquerque, NM 87113

505.266.5711

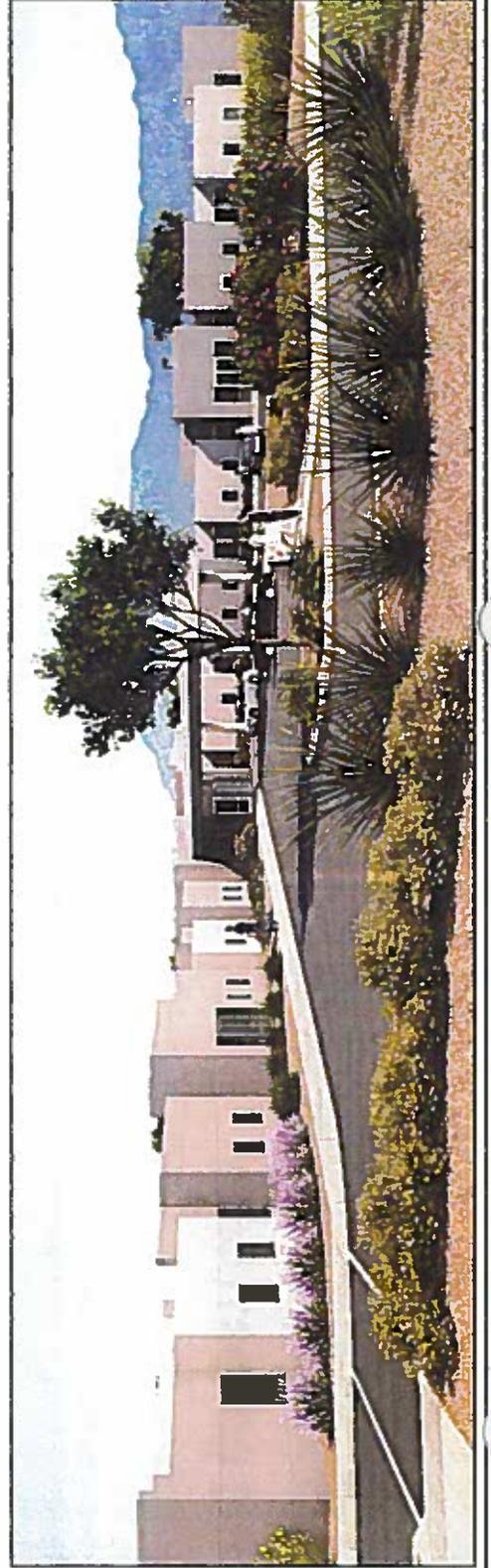
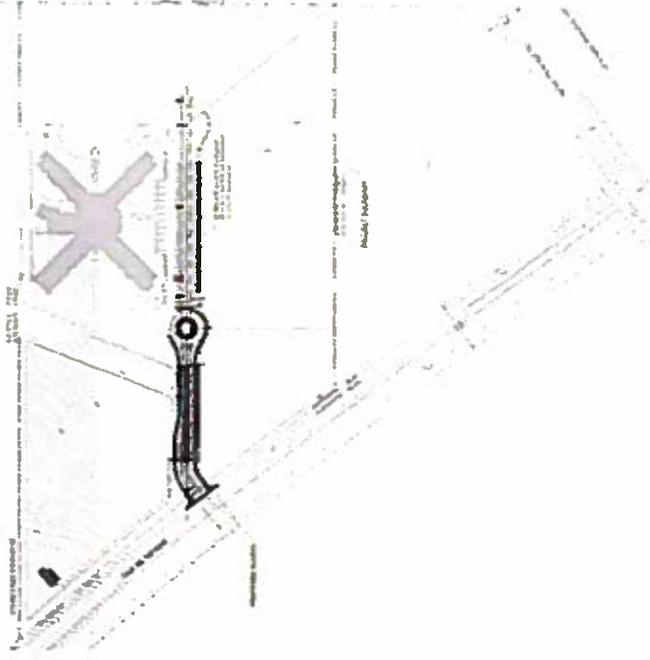
# THE PLACE AT CAJA DEL RIO SANTA FE, NM

## MASTER PLAN—PHASE I

The Place at Caja Del Rio Phase I is a 120 bed Skilled Nursing Facility that will provide 80 beds for long-term skilled nursing care and 40 private rooms for short term post-surgery recovery and rehabilitation. This service type was selected as the first phase given the lack of facilities in Santa Fe that provide skilled nursing level of care.

The façade massing and interplay of color will create a residential feel rather than the institutional appearance common to this facility type. Designed with 4 wings radiating from a central core, the facility boasts resort-like finishes and amenities such as coffee bistro, movie theater room, dining area with world class chef, and shared soft seating areas with views to the surrounding high desert and mountains. There will be a large physical and occupational therapy room in an up-beat and up-market setting. The pin-wheel design allows for maximum visual contact with the lovely Santa Fe surroundings, and skylights, borrow lights, and large windows provide a bright and inviting setting.

Completed Construction documents for the Skilled Nursing Facility are ready to permit.



[www.cauwels-stuyve.com](http://www.cauwels-stuyve.com)

8314 Horizon Blvd, NE  
Suite 400

Albuquerque, NM 87113

505.266.5711

# THE PLACE AT CAJA DEL RIO SANTA FE, NM

## DEMOGRAPHICS—SANTA FE MSA

### Population

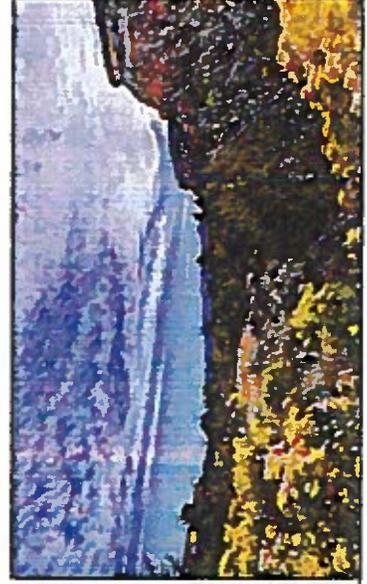
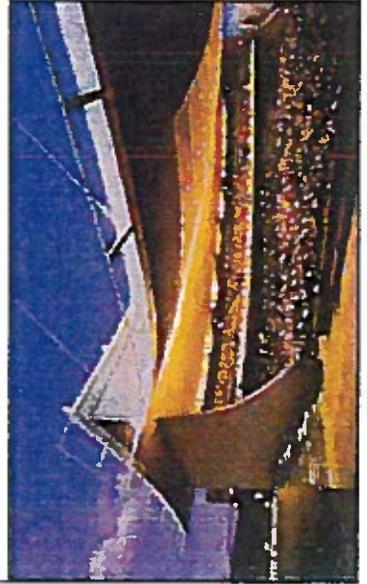
- 144,179 — Population per 2010 census, with growth projected at over 5% during the coming decade.
- 64,047 — House Holds, of which 10.3% are age 75+ and 44.8% are age 45-64.
- The 2012 median age is 43.5, almost 10 years older than the rest of the state, with 42% of Santa Feans age 50 plus.

### Income

- Average 2012 household income in the county is \$75,700 and median income \$54,300.
- 2013 estimates — Of the 75+ age group, 40.8% have income over \$35,000.
- Of the 45-64 age group, 30% have income over \$75,000.
- Average 2017 household income is projected to be \$84,300 and median income to be \$60,600.
- Average income is \$75,000, projected to rise to \$84,000 by 2017.

### Home value/Net worth

- \$242,813 — All age median home value.
- \$242,814 — 75+ HH median home value.
- \$200,395 — 75+ Median net worth



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# THE PLACE AT CAJA DEL RIO SANTA FE, NM

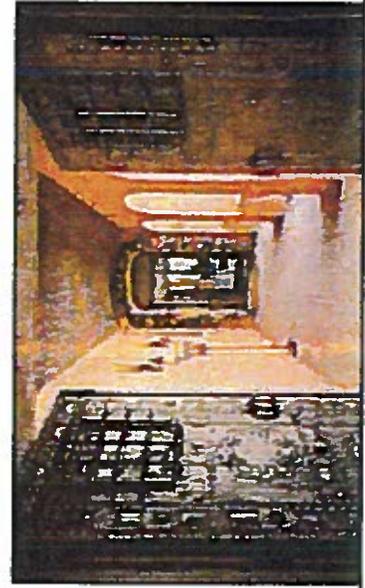
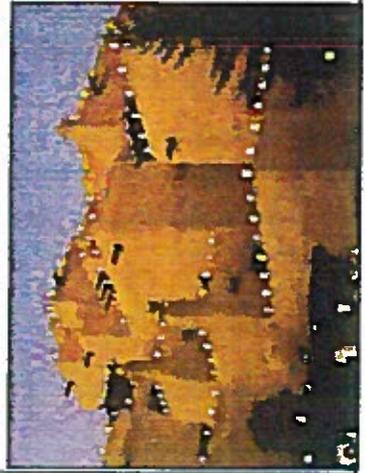
## SANTA FE OVERVIEW

The oldest Capital city in the U.S., Santa Fe was founded in 1610 by Spanish settlers along the Camino Real, the royal road to Mexico City. Located in the north-central part of New Mexico at the foot of the Rockies' Sangre de Cristo mountains, this mile-high city of 72,000 people is 60 miles north of Albuquerque, the closest international airport. With a dozen Indian Pueblos nearby, Santa Fe's rich history is reflected in Spanish Colonial and Pueblo style architecture, while the striking high desert setting with snowcapped mountains and sharp-edged light has long lured artists, connoisseurs, and outdoor enthusiasts from around the globe. The city welcomes over 1 million visitors annually.

Santa Fe is a world-class travel destination, with numerous high-end resorts, 300 restaurants, 250 art galleries, and many exclusive shopping boutiques. The heart of Santa Fe is its historic colonial Plaza, a vibrant hub of retail and hospitality activity. Over the past 2 decades, Santa Fe is consistently named one of the top travel destinations in the country by publications such as *Conde Nast Traveler*, *Kiplinger's*, and *Travel + Leisure*. Known as the "City Different" for its eclectic fusion of artistic and multi-cultural pursuits, Santa Fe was designated a UNESCO Creative City in 2005; the first American city to be honored as such. The city is the second largest art sales market in the U.S. In this largely affluent city of 72,000 people, Santa Fe locals and international travelers alike enjoy many unique attractions, such as the Santa Fe Opera, Indian Market, Fiestas de Santa Fe, Indian Feast days, International Folk Art Market, and the nearby International Balloon Fiesta.

In addition to numerous cultural pursuits, the area's delightfully dry, sunny climate and proximity to mountains, rivers, and backcountry provide a wealth of outdoor recreation. With over 325 days per year of sunshine, the 4 season climate is a perfect setting for active lifestyles. Golf, tennis, skiing, hiking, fly fishing, and hot air ballooning give outdoor enthusiasts something for everyone.

All these factors combine to make Santa Fe No. 1 in *Conde Nast's* 2014 list of U.S. destinations. As writer D.H. Lawrence aptly commented of New Mexico, "Touch the country and you will never be the same again."



[www.cajadelrio.com](http://www.cajadelrio.com)

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505.266.5711

# THE PLACE AT CAJA DEL RIO SANTA FE, NM

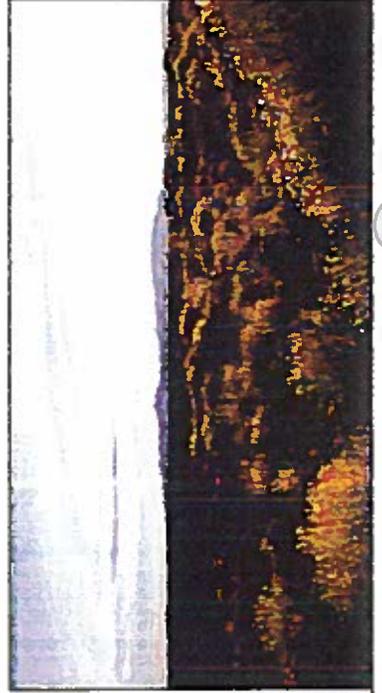
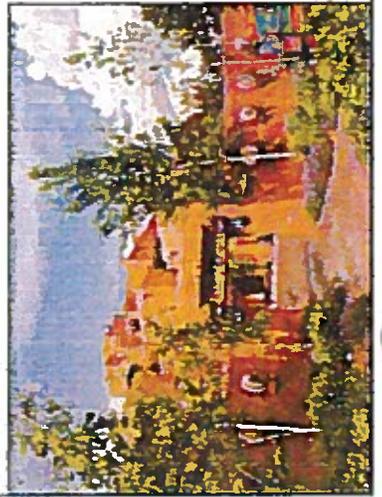
## DEVELOPER OVERVIEW

The owner of the site, developer Cauwels & Stuve, stands ready to embark on a 4-phase project that taps its depth of expertise in building senior living product. C&S principals have developed senior facilities in 36 states throughout the U.S. These projects span the continuum of care for retirement communities, from Independent Living to Post-Acute Skilled Nursing Care and Memory Care. Having recently completed 2 Skilled Nursing Facilities in Albuquerque, C&S understands the high barriers to entry that face these ventures in New Mexico.

With over two decades of development experience, principals Paul Cauwels and Jeff Stuve have constructed over 3 million square feet of investment real estate in office, multifamily, industrial, healthcare and retail product. With in-house capacity to acquire, design, construct, manage and sell investment properties, the company provides comprehensive commercial real estate services under one roof.

Building close relationships throughout the Southwest for 25 years gives C&S unique knowledge and opportunities to structure creative investment strategies that add a boutique approach to institutional grade transactions. From site selection to sale, C&S's emphasis on innovation, ethics and quality provides its partners a singular edge in the very competitive arena of commercial real estate investment.

Developers Jeff Stuve (left) and Paul Cauwels at the skilled nursing facility under construction at Las Estancias in south Albuquerque. New Mexico Business First, May 2, 2014



# THE PLACE AT CAJA DEL RIO SANTA FE, NM

## MARKET AREA PHOTOS



Kingston Residence of Santa Fe  
Assisted Living (137)  
2400 Legacy



Ponce de Leon  
Independent & Assisted Living (173)  
640 Alta Vista



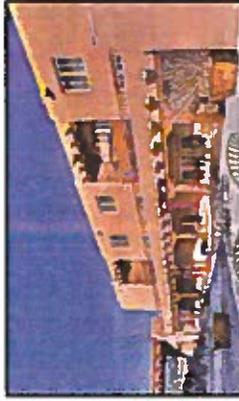
Casa Villita Apartments  
55+ Independent Living (106)  
3330 Calle Po Aepi



Pacifica Senior Living  
Assisted Living, Memory Care (88)  
2961 Galisteo



Rainbow Vision Condos  
Assisted Living, Independent Living (52)  
500 Rodeo Rd.



El Castillo Life Care Community  
Independent, Assisted, Nursing Care (27)  
250 E. Alameda



Casa Real Healthcare Center  
Skilled Nursing Care (118)  
1650 Galisteo



Santa Fe Care Center  
Skilled Nursing Care (120)  
635 Harkle Rd.



Sierra Vista Retirement Community  
Memory Care (24)  
402 Rodeo Rd



La Vida Hermosa  
Memory Care (14)  
2929 Calle Vera Cruz



Bee Hive Homes  
Assisted Living & Memory Care (15)  
3838 Thomas



[WWW.CALVELIS-STUVE.COM](http://WWW.CALVELIS-STUVE.COM)

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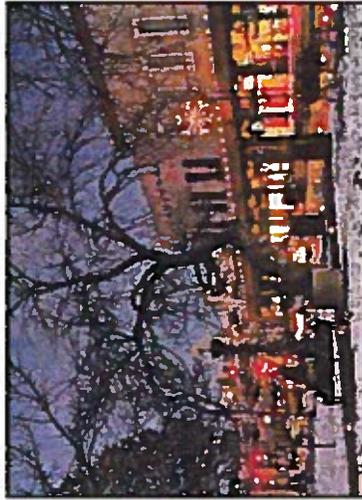


THE PLACE AT CAJA DEL RIO  
SANTA FE, NM

The Place at Caja Del Rio in Santa Fe, New Mexico.

We look forward to discussing this exciting new opportunity with you.

Thank you for your interest.



[www.cajawells-stove.com](http://www.cajawells-stove.com)

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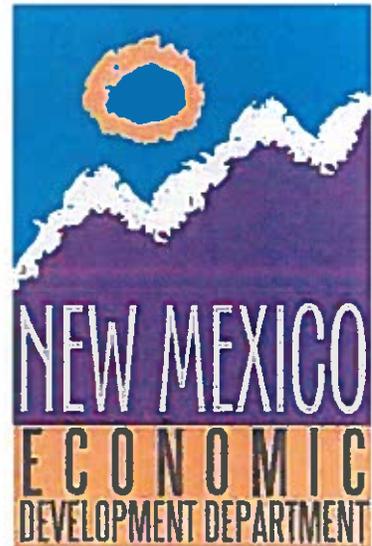
# Economic Impact of The Senior Campus at Caja Del Rio in Santa Fe, NM

## Executive Summary

February 13, 2015

**Prepared by:**

Ndem Tazoh Tazifor  
New Mexico Economic Development Department  
Joseph Montoya Building  
1100 S. St. Francis Drive  
Santa Fe, New Mexico 87505



*This summary was prepared by the New Mexico Economic Development Department using Total Impact by Impact DataSource. Please consult the full economic impact report for additional details and assumptions used in this analysis.*

**Disclaimer:** These calculations use estimates and assumptions; actuals may be different. Neither this document nor the information contained herein, prepared for the Economic Development Department by a contract service provider, binds the State of New Mexico.

# EXECUTIVE SUMMARY

## Introduction

This report presents the results of an economic impact analysis performed using Total Impact™, a model developed by Impact DataSource. The report estimates the economic and fiscal impact that a proposed project may have on the state and local taxing districts. The report estimates the additional costs and benefits for the state and specified local taxing districts over the first 10 years.

City	Santa Fe
County	Santa Fe County
School District	Santa Fe Public Schools
Special Taxing District	Special Taxing Districts

## Description of the Project

The project is to be build on a 28 acre parcel located at 28 Caja Del Rio Road, north of NM 599 frontage road. The proposed Senior Campus will provide a full spectrum of senior care and living options, including a 120 bed skilled nursing facility, 180 units of Independant Living, 200 assisted living units and 80 memory care beds. The project will be developed in four phases over a period of 4 to 6 years. Phase One is the skilled nursing facility which will employ approximately 120 FTE. The average annual salary of these employees will be \$45,000. Phases two, three and four will follow one per year adding another 200 FTE with similar annual salaries. The firm is expected to initially invest \$14 million in land, building and equipmet for phase one in 2015.

## Summary of the Economic Impact of the Project

The project will have the following economic impact on the State of New Mexico over the first 10 years:

Economic Impact Over the First 10 Years	
<b>Economic Output:</b>	
Direct	\$172,129,248
Indirect & Induced	\$138,374,703
<b>Total Economic Output</b>	<b>\$310,503,951</b>
<b>Jobs:</b>	
Direct	300
Indirect & Induced	123
<b>Total Jobs</b>	<b>423</b>
<b>Workers' Earnings:</b>	
Direct	\$141,072,561
Indirect & Induced	\$65,514,097
<b>Total Workers' Earnings</b>	<b>\$206,586,658</b>
<b>Market value of property on tax rolls in Year 1</b>	
The Project's property	\$14,000,000
New residential property constructed	\$192,133
<b>Total market value of new property</b>	<b>\$14,192,133</b>
<b>Taxable Sales/Purchases</b>	
The Project activities	\$49,946,361
New direct and spin-off workers	\$51,646,664
Visitors	\$0
<b>Total taxable sales and purchases</b>	<b>\$101,593,025</b>

The year-by-year economic impacts can be found in Appendix B.

## EXECUTIVE SUMMARY

The project is not expected to result in a consequential increase in the state's population. A majority of newly hired employees would likely be current New Mexico residents. However, it is estimated that approximately 10% of the new workers may be new residents to Santa Fe County. The local population impacts may result in new residential properties constructed in the county and increase the enrollment of local public schools.

Estimated Local Population Impacts Over the First 10 Years

	Direct	Indirect & Induced	Total
Number of direct and indirect workers who may move to the County	30.0	8.0	38.0
Number of new residents in the County	81.9	21.8	103.7
Number of new residential properties that may be built in the County	3.2	0.8	4.0
Number of new students expected to attend local school district	14.7	3.9	18.6

### Summary of the Fiscal Impact of the Project

The project will generate additional benefits and costs for the state and local taxing districts. A summary of the additional benefits, costs and net benefits is provided below. A discussion of the source of specific benefits and costs are provided in more detail for each taxing district on subsequent pages.

Net Benefits Over the First 10 Years for Local Taxing Districts and the State

	Additional Benefits	Additional Costs*	Net Benefits	Present Value of Net Benefits**
State of New Mexico	\$26,047,155	(\$2,210,134)	\$23,837,021	\$18,009,116
Santa Fe	\$5,820,036	(\$1,720,567)	\$4,099,469	\$3,313,204
Santa Fe County	\$3,419,344	(\$69,691)	\$3,349,653	\$2,552,628
Santa Fe Public Schools	\$1,654,233	(\$516,451)	\$1,137,782	\$848,462
Special Taxing Districts	\$708,640	\$0	\$708,640	\$528,053
<b>Total</b>	<b>\$37,649,407</b>	<b>(\$4,516,842)</b>	<b>\$33,132,565</b>	<b>\$25,251,462</b>

The project may result in local and state population impacts. Therefore, some additional costs are estimated for the state and local taxing districts. Additional costs represent the additional cost to provide state, municipal, county, or school district services to new residents, businesses or new school students. The calculation of costs are estimated based on recent budget expenditure information and the projected change in residents, employees and school students in the community. The Methodology section has additional information on these fiscal impact calculations.

\* Additional costs were estimated for the state, city, county, and school district as the result of population changes and the provision of government services to new residents. The area population changes result from the portion of the new jobs being filled by workers moving to the area. A majority of the new jobs are expected to be filled by current New Mexico residents so the project is expected to have a small effect on additional costs on a statewide basis.

\*\* The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.

## EXECUTIVE SUMMARY

### Benefits for the State of New Mexico

The table below displays the estimated additional benefits to be received by the State of New Mexico over the first 10 years. The project is expected to have a small effect on the statewide population and therefore some additional statewide costs to provide additional services were estimated for the state. Appendix C contains the year-by-year calculations.

State of New Mexico: Additional Benefits and Costs Over the First 10 Years			
	Additional Benefits	Additional Costs	Net Benefits
Gross Receipts Taxes	\$3,962,128	\$0	\$3,962,128
Property Taxes - Commercial/Industrial - Real	\$222,642	\$0	\$222,642
Property Taxes - Commercial/Industrial - BPP	\$17,997	\$0	\$17,997
Property Taxes - New Residential	\$5,328	\$0	\$5,328
Personal Income Taxes	\$7,870,952	\$0	\$7,870,952
Corporate Income Taxes	\$1,222,407	\$0	\$1,222,407
Miscellaneous Taxes & User Fees	\$12,745,701	\$0	\$12,745,701
Cost of Providing State Services	\$0	(\$2,210,134)	(\$2,210,134)
<b>Total</b>	<b>\$26,047,155</b>	<b>(\$2,210,134)</b>	<b>\$23,837,021</b>

Gross receipts taxes are estimated on new taxable gross receipts resulting from the project. Property taxes are estimated on the firm's property and new residential property constructed. Personal income taxes are estimated based on an effective income tax rate and the earnings of new direct and indirect workers. Corporate income taxes on the direct activity is based on the net taxable income projected by the company. Corporate income taxes on the indirect activity is estimated on a per indirect worker basis and the observed statewide corporate income tax collections per worker. To the extent that the project will result in an increase in new households in the state, additional miscellaneous taxes and user fees have been estimated for the state. Additionally, the costs to provide state services to these new households were also estimated based on recent state expenditure data as detailed in the Appendix.

### Benefits and Costs for Santa Fe

The table below displays the estimated additional benefits, costs and net benefits to be received by the city over the first 10 years of the project.

Santa Fe: Additional Benefits and Costs Over the First 10 Years			
	Additional Benefits	Additional Costs	Net Benefits
Gross Receipts Taxes	\$2,782,150	\$0	\$2,782,150
Property Taxes - Commercial/Industrial - Real	\$604,570	\$0	\$604,570
Property Taxes - Commercial/Industrial - BPP	\$48,871	\$0	\$48,871
Property Taxes - New Residential	\$8,156	\$0	\$8,156
Utility Revenue	\$1,466,289	\$0	\$1,466,289
Utility Franchise Fees	\$169,043	\$0	\$169,043
Lodgers Tax	\$0	\$0	\$0
Building Permits and Fees	\$530,000	\$0	\$530,000
Miscellaneous Taxes & User Fees	\$210,957	\$0	\$210,957
Cost of Providing Municipal Services	\$0	(\$254,278)	(\$254,278)
Cost of Providing Utility Services	\$0	(\$1,466,289)	(\$1,466,289)
<b>Total</b>	<b>\$5,820,036</b>	<b>(\$1,720,567)</b>	<b>\$4,099,469</b>

## EXECUTIVE SUMMARY

### Benefits and Costs for Santa Fe County

The table below displays the estimated additional benefits, costs and net benefits to be received by the county over the first 10 years of the project.

Santa Fe County: Additional Benefits and Costs Over the First 10 Years			
	Additional Benefits	Additional Costs	Net Benefits
Gross Receipts Taxes	\$973,347	\$0	\$973,347
Property Taxes - Commercial/Industrial - Real	\$2,208,572	\$0	\$2,208,572
Property Taxes - Commercial/Industrial - BPP	\$178,531	\$0	\$178,531
Property Taxes - New Residential	\$26,874	\$0	\$26,874
Building Permits and Fees	\$0	\$0	\$0
Miscellaneous Taxes & User Fees	\$32,020	\$0	\$32,020
Cost of Providing County Services	\$0	(\$69,691)	(\$69,691)
<b>Total</b>	<b>\$3,419,344</b>	<b>(\$69,691)</b>	<b>\$3,349,653</b>

### Benefits and Costs for Santa Fe Public Schools

The table below displays the estimated additional benefits, costs and net benefits to be received by the school district over the first 10 years of the project.

Santa Fe Public Schools: Additional Benefits and Costs Over the First 10 Years			
	Additional Benefits	Additional Costs	Net Benefits
Property Taxes - Commercial/Industrial - Real	\$1,214,052	\$0	\$1,214,052
Property Taxes - Commercial/Industrial - BPP	\$98,138	\$0	\$98,138
Property Taxes - New Residential	\$140,235	\$0	\$140,235
Additional State Funding	\$201,808	\$0	\$201,808
Cost of Educating New Students	\$0	(\$516,451)	(\$516,451)
<b>Total</b>	<b>\$1,654,233</b>	<b>(\$516,451)</b>	<b>\$1,137,782</b>

### Benefits and Costs for Special Taxing Districts

The table below displays the estimated additional benefits, costs and net benefits to be received by other special taxing districts over the first 10 years of the project.

Special Taxing Districts: Additional Benefits and Costs Over the First 10 Years			
	Additional Benefits	Additional Costs	Net Benefits
Property Taxes - Commercial/Industrial - Real	\$643,369	\$0	\$643,369
Property Taxes - Commercial/Industrial - BPP	\$52,007	\$0	\$52,007
Property Taxes - New Residential	\$13,265	\$0	\$13,265
<b>Total</b>	<b>\$708,640</b>	<b>\$0</b>	<b>\$708,640</b>

# EXECUTIVE SUMMARY

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New Mexico Economic Development Department Notes

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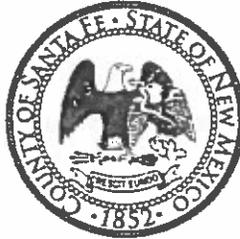




**Henry P. Roybal**  
*Commissioner, District 1*

**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:** September 8, 2015

**To:** Board of County Commissioners

**From:** Bernadette Salazar, Human Resources Director  
Tony Flores, Deputy County Manager

**Subject:** Request Authorization to Utilize the New Mexico Association of Counties – Voluntary Benefits Program

---

### **Background and Summary:**

The New Mexico Association of Counties (NMAC) has developed and instituted a Voluntary Benefits Program (Program) for its members.

The Program is intended to fill the gaps in the core employee health care benefit packages currently in place. The NMAC Program is intended to combine all New Mexico County employees into a single pool, which will allow benefits to be accessed at a very low cost.

Through a request for proposals issued by the NMAC, the following voluntary benefits are being offered through this Program:

- Trustmark Universal Life with Long-Term Care
- Trustmark Critical Illness with Cancer
- Trustmark Accident
- Trustmark Short-term Disability
- Trustmark Wellness
- Legal Club of America

Currently Santa Fe County does not have a Voluntary Benefit Program for our team members and staff is looking for direction on this valuable component of our Core Health Benefit Program.

**Recommendation:**

If the Board directs staff to utilize the NMAC Program for our team members, staff will begin the process of developing a Program tailored to Santa Fe County.

**Exhibit:**

- A – NMAC Memorandum on Voluntary Benefit Program
- B – NMAC Voluntary Benefit Program Presentation
- C – NMAC Voluntary Benefits Program RFP Analysis
- D – NMAC Voluntary Benefits Program FAQ's



## NEW MEXICO ASSOCIATION OF COUNTIES

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### Memorandum

**Date:** February 14, 2015  
**To:** All NMAC Member Counties  
**From:** Steve Kopelman, NMAC Executive Director   
**Re:** NM Association of Counties Voluntary Benefits Program

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On February 14, 2015, the New Mexico Association of Counties' Board of Directors approved a new service for its members.

The new service is voluntary benefits. The NMAC Voluntary Benefits Program helps to fill in the gaps in the core employee health care benefit packages currently in place, and is a wonderful benefit available to any county employee. By combining all New Mexico county employees into a single "pool," we can access benefits at a very low cost.

NMAC heard from many of you that voluntary benefits are an important financial planning tool for your employees. The fact that the State of New Mexico cancelled its voluntary benefits program heightened the need for a new program to be established for the counties. We listened to you and agreed to arrange a "best in class" voluntary benefits program with the power of all county employee numbers behind it.

**The NMAC Voluntary Benefits Program is YOUR program.** It truly is a win, win, win program. It benefits your county by showing your employees that you care about them and their financial planning. It benefits the employees because they are able to access these benefits at a very low cost, with guaranteed issue, and with price guarantees on coverage that they would not be able to get on their own. Finally, it constitutes a new NMAC program for our members which will assist NMAC expand the scope of services it is able to provide.

NMAC will soon be discussing this program with individual County Managers and Human Resource Directors, and will answer questions and plan the most effective way to roll this out to county employees.

For more information, please contact Taylor Horst, NMAC Risk Management Director, at [thorst@nmcounties.org](mailto:thorst@nmcounties.org) or 505-820-8127.







# NM Association of Counties Voluntary Benefits Program

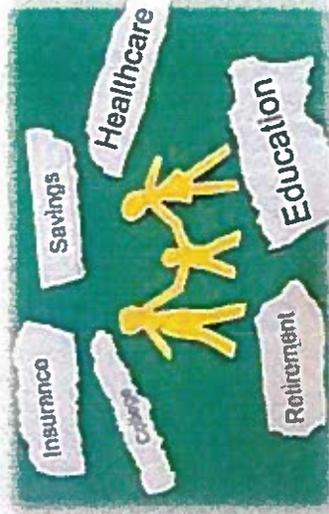
Benefits \* Rates \* Communication \* Expectations





# The Benefits

- Trustmark Universal Life with Long-Term Care
- Trustmark Critical Illness with Cancer
- Trustmark Accident
- Trustmark Short-Term Disability
- Trustmark Wellness
- Legal Club of America



These product offerings are “best in class” for a family to succeed at financial planning through insurance. Everyone knows that many life events associated with health are expensive and very few have the financial means or time to save for the unexpected medical situation. Insurance allows small payments with a big payoff & tremendous relief on the budget.



# Why Trustmark?

- Been serving the voluntary benefit market for 102 years
- "Boutique" Voluntary Benefits Carrier – don't offer any other employee benefits other than worksite voluntary life, disability, accident, critical illness and wellness – They are the Experts!
- Trustmark is a mutual company, which means the policyholders own the company (not stockholders)
- History of long-term relationships: 50+ years with many clients
- Assets of the Trustmark Companies total \$1.9 billion
- Trustmark Companies customers total more than 14,000 employer groups and 2+ million covered lives or plan participants on an individual policy platform that are guaranteed renewable with no price increases due to age or renewal
- Deeply fostered relationships with major worksite and voluntary benefit distributors nationwide – no fly-by-night sales producers
- Rated A- (EXCELLENT) A.M. Best



# Universal Life Long-Term Care Coverage

- Product Highlights:
  - Long-Term Care Coverage is embedded in the Universal Life
  - Universal Life is flexible, permanent, designed for a lifetime
  - Fully portable at the same price
  - Spouse, domestic partner, children and grandchildren can be covered even if the employee chooses not to participate
  - Accidental death benefit doubles the benefit if death occurs by accident prior to age 75
  - Issue age is up to age 80
  - Coverage begins the day the application is taken
- Rates
  - Rates are based on actual age and smoking status for cigarettes only.
  - Rates are guaranteed not to go up due to age or renewal
  - Money-purchase – employees dictate how much they can afford to pay



# Long-Term Care Coverage

- Product Highlights:
  - Long-Term Care Coverage is embedded in the Universal Life (not a rider)
  - Not able to perform 2 activities of daily living will trigger the claims process
  - Self-care for activities of daily living (ADLs) include functional mobility, bathing and showering, dressing, self-feeding, personal hygiene and grooming, toilet hygiene
  - Designed to accelerate the Universal Life Death Benefit at 4% per month for up to 50 months
  - Death benefit restoration restores the life insurance so that it is not diminished by the long-term care payout
  - Pays for assisted living, home healthcare, adult day care, and nursing home care
- Rates (embedded in the life insurance purchase)
  - Rates are based on actual age and smoking status for cigarettes only.
  - Rates are guaranteed not to go up due to age or renewal
  - Money-purchase – employees dictate how much they can afford to pay



# Critical Illness with Cancer Coverage

- Product Highlights:
  - Single Benefit – provides one lump-sum benefit upon first diagnosis of a covered condition (Heart Attack, Stroke, Occupational HIV, Renal Failure, Major Organ Transplant, Paralysis of 2+ limbs, Blindness, ALS, Invasive Cancer, Carcinoma in Situ, Coronary Artery Bypass Surgery)
  - Double Benefit – provides two lump-sum benefits with a second benefit payable for a subsequent and different diagnosis
  - Subsequent Condition Benefits – provides one payout for each and every covered condition. Plus, benefits paid on conditions with a partial payout do not reduce later payouts
  - Subsequent and Recurring Conditions Benefits – provides one payout for each and every covered condition. Additional payouts for the recurrence of a same covered condition are also available with no reduction in payout or limit on the number of recurrences
  - Health Screening Benefit – up to \$100 every calendar year
  - Fully Portable at the same price
  - **Best Doctors®** - Immediate access to InterConsultation for the best treatment plan, search for the best doctor for the diagnosis, medical priorities are met
- Rates:
  - Based on age and tobacco use
  - Based on lump-sum purchased as low as \$5,000 and up to \$100,000
  - Based on family members covered



# Accident Coverage

- **Product Highlights:**
  - Hospital Benefits – Admission Lump-sum, Confinement per day for 365 days, ICU per day for 15 days
  - Non-occupational coverage
  - Initial Care – ER, Ambulance, MD Visit, Lodging, Surgery, Blood, Emergency dental
  - Injuries – Fractures, Dislocations, Lacerations, Burns, Concussions, Eye injury, Herniated disc, Dismemberment, Tendon, Ligament, Rotator Cuff, Torn Knee Cartilage
  - Follow-up Care – Physical Therapy, Appliances, Prosthetic Device, Artificial Limb, Skin Graft, Transportation
  - Fully portable at the same price
  - Health Screening benefit up to \$100 per calendar year
  - Catastrophic Accident Benefit - \$100,000 for employees and \$50,000 for spouses and children
  - Accidental Death - \$25,000 for employees, \$10,000 for spouses, \$5,000 for children
- **Rates:**
  - Single Employee = \$11.78 per month or \$2.72 per week
  - Employee + Spouse = \$17.68 per month or \$4.08 per week
  - Employee + Child(ren) = \$24.22 per month or \$5.59 per week
  - Employee + Family = \$30.16 per month or \$6.96 per week



# Short-Term Disability Coverage

- Product Highlights:
  - No Integration (after issue) – Benefits are paid regardless of other coverage – coverage cannot exceed 60% of base income
  - Non-occupational disability
  - Level premiums – rates do not increase with age
  - Guaranteed renewable
  - Fully portable at the same price
  - Choice of designs – flat dollar amount or percentage of earnings
  - Maternity – covered as any other illness (pre-ex applies)
  - International coverage
  - Total Disability Definition – unable to work at his or her job + not working for pay or benefits + under a doctor's care
  - Waiver of Premium – no premium is due while out on disability
- Rates:
  - Based on age of employee
  - Based on monthly benefit purchased - \$100.00 up to \$6,000.00 (coverage cannot exceed 60% of base income)
  - Based on elimination period – 0-day for accident; 7-days for illness
  - Based on pay-out period – 6 months



# Wellness Plan

## Life Health & Wealth Solution

- **Product Highlights:**
  - 7-Week Promotional Engagement Campaign
  - e-Health Platform
  - Health Risk Assessment
  - Biometric Screening (\$56.50 per screen up to 74 scheduled screens or free with 75+ scheduled screenings. Price includes travel expenses)
  - Health Advising for moderate and high-risk participants
  - Daily emails, monthly newsletters, and quarterly webinars
  - Dedicated Coaching
  - Personalized Lifestyle Programs (digital coaching)
  - Spring walking program and Fall web-based program
  - Standard Aggregate Reports
  - Achieve Reporting for the purpose of offering incentives
- **Rates:** (Must offer at least 2 Trustmark Voluntary Benefit Programs)
  - \$2.95 per employee per month (\$35.40 per employee per year); or
  - \$4.95 per employee per month (\$59.40 per employee per year) with the Achieve Reporting for Incentives



# Legal Plan

## Legal Club of America

- Product Highlights:
  - Free and Discounted Legal Care – access to over 22,000 attorneys nationwide
  - Free Tax Preparation and Advice (1040, 1040A or 1040 EZ)
  - Identity Theft Solutions – full identity theft restoration services, keylogging defense software, \$25,000 in identity theft reimbursement expenses
  - Financial Education and Credit Counseling
  - Life Events Counseling – crisis and urgent needs
  - Not an insurance plan with pre-existing conditions
  - Not an insurance plan with contract limitations and contract language
  - No waiting periods for usage
  - No claim forms
  - No limitations on usage
  - The whole family can use the program
  - Fully portable at the same price
- Rates:
  - \$14.00 per month for the whole family



# Communication and Engagement

## Ward Services, Inc.

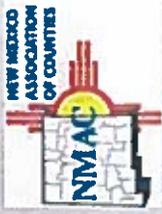
- Why Ward Services?
  - Established in 1981 by Jim and Patty Ward and is still owned by the Wards
  - Conducted 1-on-1 meetings with over 1 million employees
  - High impact strategies to meet with each employee at every location to deliver consistent information
  - Year-round Bi-lingual (Spanish and English) Customer Service Call Center – talking with a life person
  - Short planning period – 6 weeks for each county to ensure successful communication and engagement
  - Re-enrollment services available
  - Client References include School Districts, Retail, Healthcare, Municipalities
  - Over 33 years of enrolling Trustmark products
  - Pay all education counselors on a salary or hourly basis – no commission
  - Long-standing employees all over the nation who are highly trained
- Rates:
  - Free to all counties



# Communication and Engagement

## Ward Services, Inc.

- Ward Services Delivers:
  - [AppointmentPlus](#) – Online Appointment Scheduling Software (free to the counties) – use this tool via your web site, your Facebook page, or with an email link. If an employee has no access to electronic scheduling, Ward can accommodate manual scheduling with each department manager
  - Employee Benefits Statement to each employee and a summary to each county – shows the employee what he or she elected for core coverage as well as voluntary benefits including the payroll deduction amount according to the county's payroll requirement
  - [Brainshark](#) On-Demand® - the counties can produce and deliver complex messages such as this new product introduction or ACA compliance to employees (formatting and delivery of Brainshark is free to the counties)
- Rates:
  - Appointment Plus – free to the counties
  - Employee Benefits Statement for core and voluntary benefits – free to the counties. If a county wants a more robust benefits statement including PTO and retirement, etc., there will be an upcharge for that service
  - Brainshark On-Demand – free to the counties



# Communication and Engagement

## Ward Services, Inc.

- Ward Services Delivers:
  - Ward is 100% familiar with **Trustmark's Consolidated Billing service** and will upload into that system for easier billing and payroll reconciliation
  - **Selerix Systems** – electronic benefits enrollment system will be customized for each county for “their” benefits and payroll deductions
  - Dedicated Customer Service at the time of claim for all Trustmark products – no county employee will be left without knowing how to make a claim. The trained dedicated customer service employee of Ward Services will navigate the claims process for the county employee and the covered dependent and will know your county personally
- Rates:
  - Consolidated Billing – free to the counties with one Trustmark voluntary benefit option
  - Selerix – free to the counties – can be left behind for a fee for future enrollments
  - Dedicated Customer Service – free to the counties



# Process Expectations

- **Counties Need to Deliver:**
  - **No later than 6 weeks BEFORE enrollment begins** – Data must be delivered to Ward Services. **Sample file formats** for data organization will be delivered to each county requiring the following information:
    - Basic Census / Demographic report for all benefit-eligible employees and their dependents
    - Department Location Addresses and Department Contact Data
    - Core Benefits Benefit Statement Data – Medical, Dental, Disability, Life, Dependent Life, Supplemental Life – description of coverage plus employer and employee rates
    - Payroll system information – name, version, timing
    - Voluntary Benefits product offering
    - Trustmark Employer Agreement authorizing the payroll deductions
    - Eligibility Information (hours, waiting periods, ages, dependent definition)
    - Identify the enrollment conditions – locations and private spaces for personal communications
    - First point of contact – HR, Payroll, and IT
  - **1 week BEFORE enrollment begins** – each county must be finished with the scheduling software so that Ward counselors know the schedule for seeing at least **70%** of the benefit-eligible population



# Questions?



Contact: Anne Sperling

Cell Phone: 505-670-2789

Email: [asperling@danielsinsuranceinc.com](mailto:asperling@danielsinsuranceinc.com)





Analysis Authorized by Steve Kopelman, Executive Director

## NMAC Voluntary Benefits Program RFP Analysis for

APPROVED BY NMAC BOARD ON 2/14/2015

- Universal Life & Long-Term Care
- Critical Illness with Cancer
- Accident
- Short-Term Disability
- Legal Plans
- Wellness Plans

Contact: Taylor Horst, RM Director  
444 Galisteo Street  
Santa Fe, NM 87501  
Phone: 505-983-2101  
Fax: 505-983-4396  
E-mail: [thorst@nmcounties.org](mailto:thorst@nmcounties.org)





## REQUEST FOR PROPOSAL CRITERIA

Authorized by Steve Kopelman, Executive Director

### NMAC Voluntary Benefits Strategy

Every county is different, and the first step to helping develop a strategy and service plan is to ask the right questions so that we can meet most of the needs of our member counties.

- **RFP Question:** What are your long-term objectives in offering a voluntary benefits program?
- **NMAC Answer:** We want to offer an extra **value-added** benefit to our members that will aid our members with employee engagement and loyalty. We are always happy to review valuable and worthwhile services for our members at no additional cost to our members and the voluntary benefits program fit that criteria.
- **RFP Question:** Why should voluntary benefits be offered to the Counties' employees?
- **NMAC Answer:** NMAC heard from many member counties that they were very dissatisfied with the state of NM's cancellation of voluntary benefits.
- **RFP Question:** What voluntary benefits were cancelled and would you like national benchmark data on what employees want?
- **Answer:** Permanent life insurance, Critical Illness, and Pre-paid legal were the NM state voluntary benefits. The 12th Annual Benefits Survey conducted by MetLife in 2014 showed that Accident coverage, Short-Term Disability coverage, and Long-Term Care coverage were also very important for all generations. NMAC considered those benchmark results and included these in the offering.



## REQUEST FOR PROPOSAL CRITERIA

Authorized by Steve Kopelman, Executive Director

### NMAC Voluntary Benefits Strategy (continued)

- **RFP Question:** How will the NMAC voluntary benefits program be offered?
- **NMAC Answer:** We want to offer the benefits through a large group pool for better rates, “best-in-class” coverage, higher guaranteed coverage issue limits, and excellent employee communication. We obtained a unanimous positive vote from the NMAC Board on February 14, 2015 to offer such a program and all County Managers are being contacted to participate. We have close to 10,000 employees in our risk pool, which makes it much stronger for any county to get the “best-in-class” coverage.
- **RFP Question:** Is local presence of our program a must?
- **NMAC Answer:** Yes. We feel that the member counties are best served by a local, capable, and errors and omissions-insured insurance contractor so that any county can be taken care of in-person, over the phone, or by email quickly and easily. Local services = understanding of the NM market and Daniels Insurance met our criteria for capable and experienced through Anne Sperling’s credentials.
- **RFP Question:** Does NMAC have budget to hire local insurance contractor?
- **NMAC Answer:** No. We do not have budget to hire a local insurance contractor. This project will have to be commission-based with all services provided to the member counties for free. No member county will be charged a consulting fee for the RFP process, employee communication process, reports, administration, or billing. No member county will need to budget hard dollars for any portion of this voluntary benefit offering.



## REQUEST FOR PROPOSAL CRITERIA

Authorized by Steve Kopelman, Executive Director

### NMAC Voluntary Benefits Strategy (continued)

- **RFP Question:** Will reconciled, list billed, and consolidated billing be a county requirement?
- **NMAC Answer:** Yes, we think so; but, that will need to be vetted out with each county. We need to make this as easy as possible for human resources and for payroll departments.
- **RFP Question:** Will every county be on the same timeline for offering voluntary benefits and will it be important to have staggered effective dates?
- **NMAC Answer:** No. Not every county collectively will be on the same timeline for offering and issuing benefits this first year. We will need an insurer that will work with the counties on their time schedule.
- **RFP Question:** Will the counties like the employee communication to include their core benefits in addition to the voluntary benefits?
- **NMAC Answer:** Yes. To what extent the county will need this service will be determined by each county. But, to effectively communicate and educate employees on the voluntary benefits they need to know how their core benefits work in conjunction with the voluntary benefits to avoid “over-purchasing” coverage.
- **RFP Question:** Is it important to the counties for the insurance contractor to develop a strong communication and enrollment strategy?
- **NMAC Answer:** Yes. We don't expect this program to be successful for the counties if it is not clearly and strongly communicated to the employees.



## REQUEST FOR PROPOSAL CRITERIA

Authorized by Steve Kopelman, Executive Director

### NMAC Voluntary Benefits Program

#### Criteria Strategy for Obtaining Insurance Coverage

There is a set number of questions that we asked of the voluntary benefits carriers. Through our Q&A we found that the following **criteria** were the most important to the NMAC and their member counties:

1. Individual contracts will serve best for staggered effective dates among the member counties.
2. Individual contracts will serve the “safety” needs of the employees for being able to port their coverage with them if they leave the county because they are 100% portable, rates are guaranteed not to change upon portability, and the individual owns their contract with the insurer and able to make changes as necessary.
3. Individual contracts will serve the pricing needs, guaranteed issue limit needs, and guaranteed renewable needs of the employees. No price changes to employees are allowed based on age or termination of coverage.
4. Consolidated billing that is reconciled and list-reported to county payroll for ease of coverage determination is a must. No extra charge for consolidated billing is allowed to each county.
5. Years of administrative expertise must be proven with current client references and high retention percentages for all size clients.
6. Minimum participation must be reasonable @ 20%.
7. Coverage options must be easy to understand and easy to claim upon. Insurance options must be “proven” to be Best-in-Class by the strength of policy provisions and few policy limitations.



## REQUEST FOR PROPOSAL CRITERIA

Authorized by Steve Kopelman, Executive Director

### NMAC Voluntary Benefits Program

#### Criteria Strategy for Obtaining Insurance Coverage

8. Insurer must have at least an "A" rating by AMBest Company.
9. Insurer must have proper OSI approval of policy form and no OSI complaints for claims payment or customer service.
10. Insurer must pay into the NM Guarantee fund for financial security against insurer going out of business.
11. Insurer must abide by the NM 30-day grace period for premium payment and must communicate clearly how premiums will be billed against County payroll deduction periods. Billing must adhere to multiple payroll deduction cycles.
12. Insurer must offer coverage to spouses, domestic partners, and legal dependent children of the employee. The same pricing and portability must be extended to covered dependents.
13. Insurer must offer coverage to part-time employees down to 20 hours.
14. Insurer must offer coverage to active employees passed the age of 65.
15. Critical Illness/Cancer coverage must have multiple payouts, no benefit reductions based on age, subsequent condition benefits, and recurring conditions benefits.
16. Universal Life coverage must have accelerated death benefits, option "B" cash value benefits that add to the face of the policy, long-term care benefits with death benefit restoration, waiver of premium, accidental death benefit, an option to buy more with no medical questions, variable premium payments, portable upon termination with no rate change, and a guaranteed interest rate based on the federal standards.



## REQUEST FOR PROPOSAL CRITERIA

Authorized by Steve Kopelman, Executive Director

### NMAC Voluntary Benefits Program

#### Criteria Strategy for Obtaining Insurance Coverage

17. Accident coverage must have wellness benefits in addition to a good list of accidents covered at high dollar limits, hospital benefits, ambulance benefits, intensive care unit benefits, catastrophic accident coverage, accidental death coverage, and waiver of premium. On and off the job coverage must be an option.
18. Worksite Short-Term Disability coverage must have level premiums, no integration, maternity coverage, waiver of premium, a short pre-ex clause, multiple elimination period options, and covering ages beyond age 65.
19. Legal services plans must have coverage for employees and their covered legal dependents, no age limits for active employees, and employees can enroll any-time during the year. Full-on insurance benefits vs. discount programs will need to be discussed with each county.
20. Wellness solution that includes engagement campaign, eHealth platform, health risk assessments, biometric screening, health advising, coaching, personalized programs, employee campaigns, reporting, and employee incentives.



## REQUEST FOR PROPOSAL CRITERIA

Authorized by Steve Kopelman, Executive Director

### NMAC Voluntary Benefits Program

#### Criteria Strategy for Enrollment Partner

1. Number of years of experience with references including governmental accounts.
2. Large national team of benefit counselors who are highly trained, salaried and receive no commissions. Counselors must be insurance licensed in NM. Counselors must be multi-lingual.
3. No charge to the counties for enrolling their employees and family members in the voluntary programs.
4. Proven ability to meet with thousands of employees in a short period of time.
5. A pre-enrollment process that includes announcements, planning, and training.
6. An enrollment period that is one-on-one meetings with prepared presentations including core benefits.
7. A post-enrollment process that has strong back-end support electronically and personally with customer service questions being answered. Follow-up reporting so that the county knows how the enrollment process went. Follow-up data transfers to client's payroll and insurance carriers. Planning for perpetual enrollment based on new hires.



## Voluntary Benefits Program FAQs

**Question:** Does our county have to go through NM State Procurement procedures to put this program in place?

**Response:** No. This is a voluntary employee benefits program. There are no services or products for the county to purchase. All products, education about the products, and enrollment are completely free to the counties. Employees purchase, not the counties. This has been vetted out with state procurement-knowledgeable officers.

**Question:** Does our county need county commission approval to put this program in place?

**Response:** No. This program is approved by a representative of your county who sits on the NM Association of Counties Board of Directors. The NMAC Board of Directors UNANIMOUSLY voted in favor of implementing this program.

**Question:** Our county is very small. Will we be able to get these benefits for our employees?

**Response:** Yes. This Association program is built to meet the needs of all NM Counties no matter their size.

**Question:** How will this program be communicated to our employees?

**Response:** Each county will be given a team of education counselors that will meet with the employees one-on-one to explain the benefits, pricing, and dovetail it with their current core benefit elections. The education counselors are highly trained and salary paid with no commission incentive to "over-sell" to your employees. This process is tied and true for staying in "compliance" with offering benefits so that all employees have the right to accept or waive the coverage.

**Question:** How is this program paid for by the employees?

**Response:** It is paid for via payroll deduction. All benefits will be taken as a post-tax deduction so that no employee will be sent a 1099 for the benefits received and employees can cancel the coverage if they need to at anytime during the year.

**Question:** Can we still offer our AFLAC and Colonial and Allstate benefits in addition to these benefits?

**Response:** Not on a payroll deduction basis. If an employee wants to keep their AFLAC, Colonial or Allstate benefits, they will need to be billed at home.





## Voluntary Benefits Program FAQs

**Question:** Do we have to offer the entire menu of voluntary benefits to our employees?

**Response:** No. Each county will be given all 6 benefits to offer; but only two Trustmark offerings are required. With two Trustmark offerings, the county will be able to access the Trustmark Wellness Program at a greatly reduced price.

**Question:** Our payroll system does not have anymore available deduction slots. How are we to accommodate this program within our payroll system?

**Response:** Trustmark offers a free consolidated billing system that can consolidate all of the voluntary benefits plus other payroll deducted benefits (with the exception of medical insurance) into one payroll slot. They will reconcile the payroll with the insurers and will send payments to all of the insurers in the consolidated billing election. The County will remit one insurance payment to Trustmark for all insurers.

**Question:** Our payroll system is very old and not friendly for adding more benefits. How can you make this process easier for us?

**Response:** We understand that some payroll systems are antiquated and/or are difficult to maneuver. We have established electronic communications that will allow the Counties to upload through Excel or find employee enrollment through a "searchable PDF" for manual enrollment.

**Question:** We have many locations and many Spanish-speaking employees. How will each location and employee understand the program?

**Response:** The education counselors will be fluent in Spanish and we understand that each county will have a variety of locations and work shifts. All locations and work shifts will be accommodated in the scheduling process.

**Question:** When can we enroll?

**Response:** Enrollment dates of July 15th, August 1st, August 15th, September 1st, and September 15th are still available. All county census data, core benefits information, and payroll information must be submitted to Ward Services six (6) weeks in advance of enrollment in order to build the electronic enrollment system and to train the educators.



## Voluntary Benefits Program FAQs

**Question:** If we cannot meet the deadline for getting information to Ward Services for the selected enrollment dates, can we still enroll in 2015?

**Response:** Yes. 6 weeks lead time will still be the measurement; but Ward Services will be replaced with a different educator. Our preference is Ward Services for their experience in working with public entities; but there is another as the back-up with tried and true experience.

**Question:** Are the benefits portable?

**Response:** Yes. All the Trustmark and Legal Club benefits are portable. The policies are individual policies that cannot be cancelled by anyone other than the insured. The price is guaranteed not to change when exercising the portability right.

**Question:** Are the rates competitive?

**Response:** Yes. The rates are extremely competitive. They are cheaper than Aflac, Colonial or Allstate on an individual policy platform. The accident plan has one stated rate for individuals, employees + spouse, employee + child(ren), and employee + family coverage. The Critical Illness and Cancer coverage is issued based on age and smoking status. The Universal Life with Long-term Care coverage is purchased on a money-purchase basis. Money purchase means the employee tells the educator what they can afford; i.e. \$4.00 per week, \$8.00 per week, etc. The Legal Club of America is \$14.00 per month for the whole family. The short-term disability plan is based on weekly benefit, employee age, and smoking status. The rates are guaranteed never to go up after issue. So, there will be no rate changes based on age or renewal.

**Question:** Do our employees have to take physicals or answer medical questions?

**Response:** No physicals are required. A few medical questions might be asked if the employee is buying more than the guaranteed issue amount of coverage.

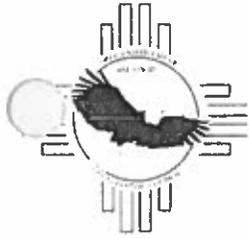
**Question:** Can our employees enroll their family members?

**Response:** Yes. In fact, some of the benefits don't require the employee to enroll to get spousal or children coverage.









# REGION III DRUG ENFORCEMENT TASK FORCE

Law Enforcement Working Together to Serve Santa Fe, Los Alamos, Rio Arriba and Taos Counties in New Mexico

P. O. Box 23118  
Santa Fe, NM 87502  
(505) 471-1715 or (800) 662-6660

## BOARD OF DIRECTORS

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Sheriff's Office

DATE: August 26, 2015

TO: The Board of County Commissioners  
Santa Fe County, Santa Fe New Mexico

FROM: Robert Garcia, Sheriff 

VIA: Katherine Miller, Santa Fe County Manager   
Jeffrey Trujillo, ASD Director

ITEM: **September 8, 2015 BCC Meeting - REQUEST A WAIVER TO ORDINANCE 2012-5, SECTION TWO. PERIODIC REBIDDING, AND APPROVAL TO ENTER INTO A FIVE (5) YEAR TERM XEROX LEASE AGREEMENT.**

## ISSUE:

Region III Task Force is requesting a waiver (for a contract term modification) from Ordinance 2012-5, Section Two. Periodic Rebidding – *“Each multi-year contract awarded henceforth following a competitive procurement process shall be written for a one-year term with an annual renewal at the County’s option for no more than three additional one-year terms unless a modified term is specifically approved by the Board of County Commissioners.”*

## BACKGROUND:

Region III is in need of upgrading and replacing two copiers which are over ten years old. Xerox has advised that there will be a \$470.40 yearly savings if we can get approval for a 60 month lease as appose to a 48 month lease. This savings will benefit the Federal Funded Budget for Region III.

## RECOMMENDATION:

Region III is requesting approval of a Waiver from Ordinance 2012-5, Section Two, for a 60 month lease with Xerox for a yearly savings of \$470.40.

Purchasing Process Request Form

Date Submitted:	08/07/15	Requesting User Agency:	Sheriff's Office / Region III
Name & Phone of Contact Person:	Lieutenant Scott McFaul, Operations Commander, 473-7034		
Contract Tracking #/Buyer (Purchasing)		BCC Approval? (Y/N) IF YES INDICATE DATE	BCC meeting Date: MO/DAY/YEAR

AGENCY REQUEST: (Lease, MOU, Grant, Professional Services Agreement, Construction, Application, etc.) Describe the County, Public and/or Agency needs and the scope of work. Describe what you are attempting to purchase, obtain or accomplish. Attach additional sheets if necessary.

60 Month Lease Agreement for two Xerox W7225P2 Copiers through Xerox. These two copiers will be to upgrade and replace the two copiers currently being utilized at Region III which are over ten years old and in need of replacement. The Lease amount for 60 Months will be \$290.48, which includes Maintenance Plan Feature, X 12 = \$3,485.76. We are requesting a 60 month Lease Term as there will be a saving of \$470.40, attached are both Lease Pricing Proposals, 60 months and 48 months.

PURCHASING STATUS: *8/13 NOTIFIED DIANA THAT 5 YRS PURCHASING DIVISION MANAGER APPROVAL WILL REQUIRE BCC APPROVAL. BT*

Note:

FINANCIAL / BUDGETARY INFORMATION: (If applicable, include a breakdown of project cost estimates; is funding already appropriated? If this action will result in revenue to the County, include the total compensation and timetable. Include funding information (GF, GRT, Grant, Grant Match, In Kind requirements, etc.)

LEGAL FORM: (Is this a new contract or an amendment or change of a previously submitted procurement or contract? Identify any known liabilities and/or risks to the County.

LEGAL APPROVAL: (sign and date)

FINANCE DIRECTOR APPROVAL: (sign and date)

BCC MEETING DATE

COUNTY MANAGER APPROVAL: (sign and date)

ATTACH NEEDED DOCUMENTS (Purchase Requisition, Justification Memo & Documentation (sole source, emergency or other procurement exemption), W-9 for new vendor, draft BCC memorandum, Price Agreement used (SPA, GSA, etc.))

# Lease Agreement



Customer: SANTA FE, COUNTY OF

Bill To: SANTA FE COUNTY  
 PO BOX 23118  
 SANTA FE, NM 87502-3118

Install: SANTA FE COUNTY  
 1204 MERCANTILE RD  
 SANTA FE, NM 87507

State or Local Government Negotiated Contract : 072471800

Solution		Product Description	Agreement Information	Requested Install Date
Item				
1. W7225PT (W7225PT 4TRAY)		- Integrated Ofc Fin - Postscript Kit - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	8/14/2015
2. W7225PT (W7225PT 4TRAY)		- Integrated Ofc Fin - Postscript Kit - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	8/14/2015

Monthly Pricing					
Item	Lease Management Payment	Media	Print Charges Volume Based	Per Unit Rate	Maintenance Plan Features
1. W7225PT	\$153.00	1: BLACK 2: COLOR	1 - 3,000 3,001+ 1 - 300 301+	Included \$0.0085 Included \$0.0700	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. W7225PT	\$137.50	1: BLACK 2: COLOR	1 - 2,000 2,001+ 1 - 200 201+	Included \$0.0085 Included \$0.0700	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$290.50	Minimum Payments (Excluding Applicable Taxes)			

## Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Thank You for your business!  
 This Agreement is proudly presented by Xerox and

Tom Faifer  
 (505)798-3140

For information on your Xerox Account, go to  
[www.xerox.com/AccountManagement](http://www.xerox.com/AccountManagement)



## Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement; and (6) all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Equipment, and it is your intent to use the Equipment for the entire Term and to make all payments required under this Agreement. If, through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds for such upcoming fiscal year, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Products, and it is

your intent to use the Products for the entire lease term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**PRICING PLAN/OFFERING SELECTED:**

**4. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**GENERAL TERMS & CONDITIONS:**

**5. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

# Lease Pricing PROPOSAL



Presented to Santa Fe County

By Tom Faifer

On 7/16/2015

State or Local Government Negotiated Contract : 072471800

Solution		Agreement Information	Requested Install Date
Item	Product Description		
1. W7225PT (W7225PT 4TRAY)	<ul style="list-style-type: none"> <li>- Integrated Ofc Fin</li> <li>- Postscript Kit</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 48 months Purchase Option: FMV	7/14/2015
2. W7225PT (W7225PT 4TRAY)	<ul style="list-style-type: none"> <li>- Integrated Ofc Fin</li> <li>- Postscript Kit</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 48 months Purchase Option: FMV	7/14/2015

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7225PT	\$172.59	1: BLACK	1 - 3,000	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			3,001+	\$0.0085	
2. W7225PT	\$157.09	2: COLOR	1 - 300	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			301+	\$0.0700	
Total	\$329.68	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of Santa Fe County. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 8/15/2015.

For any questions, please contact me at (505)798-3410



Approved for use by New Mexico State Agencies and Local Public Bodies

Exhibit A to Master Lease Agreement

Master Lease Agreement Number: #90-000-00-00086

Schedule Number: \_\_\_\_\_

State and Local Government Master Lease Purchase Agreement

SCHEDULE

Xerox Corporation ("Lessor") and Santa Fe County ("Lessee") are parties to the State and Local Public Bodies Agreement identified by the Master Lease Agreement. This Schedule (which shall be identified by the Schedule Number specified above) and the Master Lease Agreement comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by the reference into this Schedule. All capitalized terms used in this schedule without definition have the meaning ascribed to them in the Master Agreement. As with the Master Lease Agreement, Lessor and Lessee agree that any Lease entered into under the provisions of this Schedule is a "True Lease" with an option to purchase equipment at fair market value, and is not an installment or financing lease agreement.

1. Lease. a. Description of Items of Leased Equipment:

1ea Xerox W7225PT Meter 1=3000; Meter 2=300 Total Cost \$152.99/month excluding tax  
1ea Xerox W7225PT Meter 1=2000; Meter 2=200 Total Cost \$137.49/month excluding tax  
Total Cost \$290.48/month excluding tax

b. Term: 60 Months plus the number of days from and including the Acceptance Date through and including the last day of the calendar month or quarter (depending on whether rent is payable monthly or quarterly as specified in the Attachment A in which acceptance Date occurs).

2. Pricing Expiration Date: 8/31/2020. Lessor's obligation to purchase and lease the Equipment is subject to the acceptance date being on or before Pricing Expiration Date.
3. Equipment Location: 1204 Mercantile Santa Fe, NM 87502
4. Seller: Xerox Corporation
5. Additional Provisions: \_\_\_\_\_
6. Fiscal Period: 2015-2016

Lessor agrees to Lease and Lessee agrees to Lease from Lessor the equipment described in Section 1.A above. Such Lease will be covered by the Master Lease Agreement and this Schedule including important additional terms and conditions set forth above, if any. In the event of any conflict between the terms and conditions of this schedule and the Master Lease Agreement, the terms of the Master Lease Agreement shall govern.

Lessee: \_\_\_\_\_

Lessor: Xerox Corporation

By: \_\_\_\_\_

By: Tom Faifer

Printed Name and Title

TOM FAIFER MAJOR ACCOUNTS  
Printed Name and Title

Date: \_\_\_\_\_

Date: 8-7-15

Mainframe	Descriptions/Accessories	24-Month Option	36-Month Option	48-Month Option	60-Month Option	B/W Copy Allow	Color Copy Allow	B/W Rate Over	Color Rate Over	Supply Include	Staples
	<b>Group B</b>										
	SA1-INDAL - Secure Access USB with INDALA	\$32.01	\$24.94	\$21.43	\$19.35						
	SA1-MAG - Secure Access s/w w/ Mag Stripe Reader	\$27.55	\$21.50	\$18.50	\$16.72						
	SA1-MIFAR - Secure Access s/w w/ MIFare Reader	\$32.01	\$24.94	\$21.43	\$19.35						
	SMARTCRD - Smart Card Kit (CAC) only)	\$9.33	\$7.76	\$6.98	\$6.51						
	UNICODE -Unicode Kit	\$10.09	\$8.30	\$7.41	\$6.88						
	WIRELESS -Wireless Print Kit	\$9.17	\$6.47	\$5.13	\$4.33						
	XM2 -PostScript Kit	\$2.98	\$2.03	\$1.62	\$1.36						
	YRC -Foreign Interface Kit	\$15.56	\$10.98	\$8.71	\$7.35						
		\$5.38	\$3.80	\$3.00	\$2.54						
W7225PT Segment 2H	WC 7225 Printer, (4) 520 sheet Tray, Bypass, Duplex, OCT, 2GB Mem, Scan to Mailbox, Scan to E-Mail, Sec (Disk Enc & IO), Scan Kit (PDF, Scan to PC, Network Scanning, Job Flow Sheets, High Compression PDF), JBA Server Fax, XPS Print Driver	\$211.10	\$148.95	\$118.08	\$99.74	0	0	\$0.0085	\$0.0700	Yes	No
	MAY Choose One of the Following:										
	INTGDFN -Integrated Office Finisher	\$22.85	\$16.13	\$12.79	\$10.80						
	OFCFNLX -Office Finisher	\$29.96	\$21.14	\$16.76	\$14.16						
	MAY Choose One of the Following:										
	LINE1FAX -Single Line Fax Kit	\$18.39	\$12.98	\$10.29	\$8.69						
	LINE2FAX -Dual Line Fax Kit	\$42.98	\$30.32	\$24.04	\$20.30						
	MAY Choose One of the Following:										
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses	\$15.08	\$10.63	\$8.43	\$7.12						
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats	\$42.08	\$30.12	\$23.88	\$20.17						
	Surface	\$12.92	\$9.11	\$7.23	\$6.10						
	ENVLPKT -Envelope Tray	\$10.33	\$7.29	\$5.78	\$4.88						
	FINLX-3HP -2/3-Hole Punch	\$7.89	\$5.42	\$4.30	\$3.63						
	FINLX-8M -Booklet Maker Unit	\$24.54	\$17.31	\$13.72	\$11.59						
	MCAFEEIC -McAfee Integrity Control Enablement	\$15.32	\$10.81	\$8.57	\$7.24						
	SA1-HID -Secure Access s/w w/ HID 125KHz Reader	\$32.01	\$24.94	\$21.43	\$19.35						
	SA1-INDAL - Secure Access USB with INDALA	\$32.01	\$24.94	\$21.43	\$19.35						
	SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	\$27.55	\$21.50	\$18.50	\$16.72						
	SA1-MIFAR - Secure Access s/w w/ MIFare Reader	\$32.01	\$24.94	\$21.43	\$19.35						
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	YRC -Foreign Interface Kit	\$15.56	\$10.98	\$8.71	\$7.35						
		\$5.38	\$3.80	\$3.00	\$2.54						
W7630P Segment 3H	WorkCentre 7630 Printer with 3T Module (3 x 520 sheets), 520 Sheet Tray, 100 Sheet Bypass, 1x250 OCT, DADF, EIP, Data Security, Job Based Accounting, PostScript, Full Network Scan, Server Fax, iFax, Std Output Tray, Left Side Tray, Init Kit	\$286.22	\$203.36	\$161.23	\$136.19	0	0	\$0.0082	\$0.0553	Yes	No



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor**  
000008584  
Xerox  
PO Box 7405  
Pasadena, CA 91109  
  
Telephone No. (888) 339-7887

Price Agreement Number: 90-000-00-00086

Price Agreement Amendment No.: Nine

Term: August 10, 2009 – September 30, 2015

**Ship To:**  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public bodies  
allowed by law.

Procurement Specialist: India Garcia

Telephone No.: (505) 827-0483

**Invoice:**  
  
As Requested

Title: Copiers

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2015 to September 30, 2015 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 06/30/2015



