

THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

ORDINANCE NO. 2016- 3

**THE PLACE AT CAJA DEL RIO, A SENIOR LIVING PROJECT,
LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT ORDINANCE**

IT IS HEREBY ORDAINED by the Board of County Commissioners of Santa Fe County as follows:

1. **SHORT TITLE.** This Ordinance shall be cited as the "The Place at Caja Del Rio LEDA Project Ordinance" and shall be referred to herein as "the Ordinance" or "this Ordinance."

2. **AUTHORITY.** This Ordinance is enacted pursuant to N.M. Const., art. IX, Section 14(D), LEDA, and the Santa Fe County Economic Development Ordinance, Ordinance No. 2014-7.

3. **DEFINITIONS.**

- a. "Board" means the Board of County Commissioners of the County.
- b. "County" means Santa Fe County.
- c. "Infrastructure" means the following infrastructure to be constructed for the Project:
 - i. 7,000 lineal feet, plus or minus, 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; and
 - ii. 1,500 lineal feet, plus or minus, of 8-inch water line from the Property to the existing 12 inch line on the north side of Caja Del Rio at Cochiti Trail Road.
- d. "LEDA" means the Local Economic Development Act, NMSA 1978, Chapter 5, Article 10.
- e. "PPA" means the Project Participation Agreement attached hereto as Exhibit A.
- f. "Project" means the construction of Independent Living, Assisted Living, Skilled Nursing, and/or Memory Care facilities and provision of healthcare and other services to seniors at the facilities, such senior facilities to be known as The Place at Caja Del Rio.
- g. "Property" means the real property at which the Place at Caja Del Rio will be located, the address of which is 28 Caja Del Rio Road Santa Fe NM, consisting of approximately 28 acres, more or less.
- h. "CDRH" means Caja Del Rio Holdings LLC, a New Mexico corporation.

4. FINDINGS.

a. CDRH has submitted an application for economic assistance pursuant to Section V(C) of the Santa Fe County Economic Development Ordinance, Ordinance No. 2014-7.

b. The Board has reviewed the application and hereby determines that the Project warrants the economic assistance set forth in this Ordinance and the PPA based upon the following, among other, factors:

i. CDRH is a qualifying entity under LEDA, in that it is “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) or (9) of this subsection, not including businesses primarily engaged in the sale of goods or commodities at retail” (NMSA 1978, § 5-10-3(I)(3)). As judicially determined in *McCaughey, et al. v. Santa Fe County Board of County Commissioners*, State of New Mexico, County of Santa Fe, First Judicial District, No. D-0101-CV-2010-00784, Findings of Fact and Conclusions of Law entered on November 15, 2011, ¶ 21, such services do not have to be provided directly by a qualifying entity but, rather, the qualifying entity can arrange for the services to be provided by others;

ii. CDRH is a new business in Santa Fe County that proposes to create 170 permanent jobs by January 1, 2021;

iii. The economic benefits of the Project, including the permanent jobs, represent adequate return on the public investment of \$300,000 towards the construction costs of the Infrastructure; and

iv. The economic assistance to be provided under this Ordinance and PPA is permissible under LEDA, in that it represents the provision of a grant for infrastructure. NMSA 1978, § 5-10-3(D) (defining “economic development project” as, among other things, “the provision of direct loans or grants for land, buildings or infrastructure”).

5. APPROVAL OF PROJECT AND PROJECT PARTICIPATION

AGREEMENT. Subject to the contingencies set forth in Section 7 of this Ordinance, the Board hereby approves of the Project and the PPA.

6. ECONOMIC ASSISTANCE TO BE PROVIDED. Subject to the provisions of this Ordinance and the PPA, the County shall grant to CDRH \$300,000 for construction costs of the Infrastructure.

7. CONTINGENCIES. The economic assistance to be provided under this Ordinance and the Project Participation Agreement are contingent upon the following:

a. CDRH dividing the Property into one or more legal lots, in accordance with the Santa Fe County Sustainable Land Development Code;

b. CDRH granting the County a first priority mortgage on one or more lots, the appraised value of which is determined by the County Manager to be adequate to secure repayment of the economic assistance to be provided and other amounts that may become due under this Ordinance and the PPA, based upon one or more appraisals paid for by CDRH and performed by an appraiser mutually acceptable to CDRH and the County;

SFC CLERK RECORDED 05/02/2016

c. The Project receiving all necessary development permits and approvals under the Santa Fe County Sustainable Land Development Code.

d. The PPA being fully executed by both parties.

These contingencies must be met by December 31, 2016, or the County's approval of the Project and Project Participation Agreement is void.

8. DELEGATION OF AUTHORITY TO THE COUNTY MANAGER. The Board hereby delegates to the County Manager the authority to:

a. execute on behalf of the County the PPA; provided, however, that the County Manager may negotiate changes to the PPA so long as the changes do not (i) change the job creation requirements for the Project; (ii) extend the deadline by which jobs must be created; or (iii) commit the County to providing any more economic assistance for the Project; and

b. negotiate on behalf of the County the mortgage to be provided by CDRH to secure repayment of the economic assistance and other amounts that may become due under this Ordinance and the PPA.

9. PROJECT ACCOUNT. The County Manager shall cause to be established the Place at Caja Del Rio LEDA Project Account, into which shall be deposited \$300,000 and which shall account for all expenditures for the Infrastructure.

10. SEVERABILITY. If a provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

11. NO EFFECT ON DEVELOPMENT APPLICATIONS. The adoption of this Ordinance does not obligate the Board, any County committee, or County staff to approve any application for or issue any development approval or development permit under the Land Development Code or Santa Fe County Sustainable Land Development Code. Each such application shall be evaluated on its merits without regard to this Ordinance.

12. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after it is recorded in the Office of the County Clerk.

PASSED, APPROVED AND ADOPTED THIS 20th DAY OF April 2016.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC ORDINANCE
PAGES: 13

By: Miguel M. Chavez
Miguel M. Chavez, Chairperson

I Hereby Certify That This Instrument Was Filed for Record On The 2ND Day Of May, 2016 at 03:36:12 PM And Was Duly Recorded as Instrument # 1792539 Of The Records Of Santa Fe County

ATTEST:

Geraldine Salazar
Geraldine Salazar
County Clerk

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy Laura Hernandez County Clerk, Santa Fe, NM



APPROVED AS TO FORM:



Gregory S. Shaffer
County Attorney

SFC CLERK RECORDED 05/02/2016

**LEDA PROJECT PARTICIPATION
AGREEMENT FOR
THE PLACE AT CAJA DEL RIO**

This Project Participation Agreement (“Agreement” or “PPA”) is entered into by and between Santa Fe County, New Mexico (“the County”) and Caja Del Rio Holdings, LLC, a New Mexico corporation (“the Project Party” or “CDRH”), as of the date it is signed by both parties.

1. Recitals.

A. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in The Place at Caja Del Rio LEDA Project Ordinance.

B. Pursuant to LEDA, the County adopted the Santa Fe County Economic Development Ordinance, Ordinance No. 2014-7, authorizing the County to consider applications for economic assistance.

C. The Project Party has submitted an application to the County for economic assistance under the Santa Fe County Economic Development Ordinance. (Attachment 1.) In the application, the Project Party has requested funding for the construction of certain infrastructure for the Project.

D. The County has adopted The Place at Caja Del Rio LEDA Project Ordinance, finding, among other things, that the Project Party is a qualifying entity as defined in Section 5-10-3(I)(3) NMSA 1978 and approving this Agreement.

2. Economic Assistance to be Provided. The County shall grant \$300,000 to CDRH for construction costs of the Infrastructure.

3. Substantive Contribution of the Project Party. Per the LEDA application submitted to the County and in accordance with NMSA 1978, § 5-10-10(B), the Project Party agrees to provide the following substantive contribution in exchange for the economic development assistance set forth in Paragraph 2:

- By January 1, 2021, the Project shall employ a total of 170 permanent, full time employees, with an average salary of \$52,000 and a total payroll of at least \$8.8 million, as documented in biannual reports to the County as well as required filings with the New Mexico Department of Workforce Solutions.

4. General Terms and Conditions. The economic assistance to be provided under this Agreement is expressly conditioned upon the following general terms and conditions:

a. CDRH compliance with all applicable County ordinances and policies concerning water and sewer service, including those concerning line extensions and infrastructure conveyance;

b. The Project Party shall keep the County Utility Department Director fully informed as to the progress of the planning, designing, and construction of the Infrastructure and shall permit the County Utility Department Director and other County representatives to inspect all work at reasonable times, provided the County provides the Project Party with at least twenty-four hours advance notice of its intention to do so. The Project Party shall provide the County with a construction schedule for the Infrastructure and shall update that construction schedule at least weekly to ensure meaningful inspections can be scheduled.

c. The Project must obtain all required Development Permits and approvals under the Santa Fe County Sustainable Land Development Code, as applicable;

d. The Project Party (or the operator or lessee of the Project) must obtain and continuously maintain any necessary permits and other approvals from the State and any other regulatory body necessary for the Project, including a County business license; and

e. The Project Party must be current on all property taxes to the County.

5. Events of Default; Recovery of Proportionate Share of Economic Development Assistance.

a. The following are Events of Default (i) entitling the County to terminate this Agreement; (ii) causing the amounts set forth in subparagraph b of this Section 5 to be immediately due and payable; and (iii) entitling the County to execute its rights under the Mortgage:

i. The failure of CDRH to create, either itself or through the lessee or operator of the Project, 170 new permanent and full time jobs by January 1, 2021;

ii. The failure of CDRH, its lessee, or operator of the Project to pay when due all local taxes, including property taxes and gross receipts taxes;

iii. The failure of CDRH, its lessee, or operator to annually maintain a County business license;

iv. Breach of any covenant or agreement or warranty by CDRH to the County, whether such covenant, agreement, or warranty is set forth in this Agreement or the Mortgage;

v. Any attempt by CDRH to sell, transfer, or otherwise encumber the Property, without first obtaining written consent of the County Manager;

vi. Abandonment of the Property by CDRH;

vii. The filing, execution or occurrence of:

a) A petition in bankruptcy by or against CDRH, its lessee, or operator of the Project which remains undismissed or unstayed for sixty (60) calendar days;

b) A petition or answer seeking a reorganization, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the federal Bankruptcy Code, 11 U.S.C., which remains undismissed or unstayed for sixty (60) calendar days;

c) Adjudication of CDRH, its lessee, or operator of the Project as a bankrupt or insolvent, or insolvency in the bankruptcy equity sense which remains undischarged or unstayed for sixty (60) calendar days;

d) An assignment by CDRH, its lessee, or operator of the Project for the benefit of creditors, whether by trust, mortgage or otherwise;

e) A petition or other proceeding by or against CDRH, its lessee, or operator of the Project for the appointment of a trustee, receiver, guardian, conservator or liquidator with respect to all or substantially all of CDRH's, its lessee's, or operator of the Project's property which remains undischarged or unstayed for sixty (60) calendar days; or

- f) CDRH's dissolution or liquidation, or the taking of possession of CDRH's property by any governmental authority in connection with dissolution or liquidation; or
- viii. A reasonable determination by the County that the property subject to the mortgage described in Paragraph 6 is inadequate or in danger of being impaired or threatened from any cause whatsoever.

b. Should an Event of Default occur and should CDRH have not fully met its substantive contribution under Section 3 of this Agreement as of the date of the Event of Default, the following amounts shall be immediately due and payable from CDRH to the County:

- i. a proportionate share of the economic assistance provided through the date of the Event of Default, calculated as follows: the amount due shall equal (i) the amount of economic assistance provided through the date of the Event of Default multiplied by (ii) the recovery percentage, where the recovery percentage is equal to 1 minus the quotient derived by dividing the number of new full time jobs actually created as of the date of the Event of Default or 170, whichever is less, by 170. By way of example, if \$300,000 of economic assistance had been provided to CDRH as of the date of the Event of Default and CDRH had created 150 new full time jobs as of the date of the Event of Default, the amount immediately due and payable from CDRH to the County would be \$35,294.11; that is, $\$300,000 \times (1 - (150/170))$;

- ii. interest on the amount due under Section 5(b)(i) from the date of the Event of Default through the date of payment by CDRH at the prime rate on the date of the Event of Default as published by the Wall Street Journal; and

- iii. any and all costs and fees incurred by the County in enforcing this Agreement or the Mortgage or collecting amounts due from CDRH under this Agreement or the Mortgage, including reasonable attorney's fees.

6. Security Provided by CDRH.

a. Prior to receiving any funds from the County, CDRH shall execute and deliver to the County a Mortgage in a form approved by the County Manager that:

- i. Gives the County a first priority security interest in one or more legal lots created from the Property, the appraised value of which is determined by the County Manager to be adequate to secure repayment of the economic assistance to be provided and other amounts that may become due under the Place at Caja Del Rio LEDA Project Ordinance and the PPA, based upon one or more appraisals paid for by CDRH and performed by an appraiser mutually acceptable to CDRH and the County. Such lot(s) in which a security interest is granted is referred to throughout the remainder of this Agreement as the "Mortgaged Property"; ;

- ii. Secures to the County the payment of all amounts due to the County under this Agreement, the Mortgage, and the Place at Caja Del Rio LEDA Project Ordinance; and

- iii. Remains in effect until CDRH has met its job creation goals, the amounts due to the County under this Agreement, the Mortgage, and the Place at Caja Del Rio LEDA Project Ordinance have been paid, or the Mortgage has been foreclosed upon, is released due to the County's acceptance of a substitute standby letter of credit provided in accordance with Section 6(b) of this Agreement, or is released in accordance with Section 6(c) of this Agreement due to CDRH having achieved the employment requirements set forth in Section 3 of this Agreement.

b. In the event CDRH desires to sell, transfer, mortgage or develop the Mortgaged Property prior to the release of the security interest through satisfaction of the employment requirements set forth in Section 3 of this Agreement, CDRH shall have the right to substitute a standby letter of credit for the security interest in the Mortgaged Property. The standby letter of credit shall be for the amount secured by the mortgage and issued by a federally insured financial institution reasonably acceptable to the County in a form acceptable to the County. In such event, the mortgage in favor of the County shall be released and proper documents shall be signed, substituting the standby letter of credit for the security interest in the Mortgaged Property.

c. At such time as CDRH has satisfied the employment requirements set forth in Section 3 of this Agreement, CDRH shall provide written notification to the County that such employment requirements have been satisfied, together with a proposed form release of mortgage. Upon receipt of such notice, the County may require additional information or documentation and may audit the records of CDRH, its contractors, or lessees to determine whether the employment requirements have been satisfied; provided, however, that CDRH has the burden of proving that the employment requirements have been satisfied. Within 60 days after receiving the notice, the County shall determine in writing whether CDRH has satisfied its employment requirements. The County shall execute a release of mortgage releasing the Mortgaged Property from the mortgage if:

- i. The County determines that CDRH has satisfied the employment requirements; or
- ii. The County fails to timely make its written determination.

7. Requests for Reimbursement. This section governs CDRH's requests for reimbursement for construction costs of the Infrastructure.

a. CDRH shall submit Requests for Reimbursement to the County's Economic Development Manager.

b. CDRH may seek reimbursement of construction costs no more frequently than once per month.

c. CDRH may only seek reimbursement of construction costs that it has already paid, as evidenced by cashed checks or other proof of payment satisfactory to the County.

d. All requests for reimbursement must be made on forms provided by the County, be submitted in accordance with procedures developed by the County, and be supported by such documentation as the County may reasonably require.

e. Submission of a request for reimbursement constitutes CDRH's express representation and warranty that all conditions precedent to its reimbursement have been met and that there exists no Event of Default, as defined in Section 5 of this Agreement.

f. The County shall complete the requisite review of each request for reimbursement within fifteen days of receipt of each request. When additional documentation is necessary to support the request for reimbursement, the County shall notify CDRH of the need in writing within the fifteen day review period. The County shall have an additional fifteen days to review any additional documentation supplied by CDRH.

g. If the County rejects a request for reimbursement, the County shall notify CDRH of the rejection and the reasons therefore. If the County approves of the request for reimbursement, reimbursement shall be mailed to CDRH within thirty days of approval.

8. Term; Early Termination; Limitation on Damages.

- a. This Agreement shall be effective upon the date it is executed by both parties. It shall terminate on January 1, 2021, unless the County terminates the agreement early:
 - i. Due to an Event of Default as defined in Section 5 of this Agreement; or
 - ii. Due to CDRH having met its substantive contribution by creating 170 new full time jobs prior to January 1, 2021.

The County shall provide written notice of early termination to CHRH in accordance with Sections 15 of this Agreement.

9. Reporting and Review. By May 15 and November 15 of each year during the term of this Agreement, the Project Party will submit to the County a project report in such format and containing such information and supporting documentation as the County may reasonably require. At a minimum, each project report shall include the following: a 1-page narrative on project progress and a jobs spreadsheet listing all employees, their titles, and salaries as of the last day of the month preceding the project report. Project report must be supported by any reports and documentation from the New Mexico Department of Workforce Solutions, including form ES-903, demonstrating the headcount of the operation.

10. Ratification. The County and the Project Party hereby ratify all actions consistent with this Agreement that the County or the Project Party or their respective agents may have taken in furtherance of the Project.

11. Miscellaneous. This Agreement binds and inures to the benefit of the County and the Project Party and their respective successors and assigns. This Agreement may be amended or modified, and the performance by any party of its obligations hereunder may be waived, only in a written instrument duly executed by the parties. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument. This Agreement is governed by and is to be construed in accordance with the substantive laws of the State of New Mexico, without giving effect to its choice-of-law principles.

12. Merger and Integration Clause. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, understandings, or negotiations, whether written or oral.

13. Written Amendments Required. This Agreement may only be amended in writing, which written amendment must be duly executed by all parties.

14. Representations and Warranties of CDRH. CDRH hereby represents and warrants as follows:

- a. CDRH is a New Mexico corporation, duly organized and in good standing;
- b. The person signing this Agreement has the authority to bind CDRH to the terms hereof;

c. This Agreement and the actions contemplated hereunder do not conflict with CDRH's Articles of Incorporation, Bylaws, any agreement to which CDRH is a party, any law or regulation applicable to CDRH, or any court order to which CDRH is bound; and

d. Once duly executed by all parties, this Agreement shall be valid and enforceable against CDRH according to its terms.

15. Notices. All notices required to given in writing shall be sent by facsimile or regular mail, addresses as follows:

If to County:

County Manager
102 Grant Avenue
PO Box 276
Santa Fe NM 87504-0276
Facsimile: (505) 995-2740

with a copy to

County Economic Development Manager
102 Grant Avenue
PO Box 276
Santa Fe NM 87504-0276
Facsimile: (505) 820-1394

If to CDRH:

Mark Haley
8814 Horizon Blvd
Albuquerque NM 87113
Facsimile: (505) 255-9922

In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing.

A party may change the person or address to which notice shall be sent by giving the other party written notice of such change in accordance with this paragraph.

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Attachment 1: LEDA application

Project Requirements for Financial Solvency:

A. History and Background:

1. Applicant name and contact info:

Mark W. Haley
Caja Del Rio Holdings LLC
8814 Horizon Blvd. NE Suite 400
Albuquerque, New Mexico 87113

2. Description of project:

Caja Del Rio Holdings LLC is pleased to present this high quality, fully-entitled 4 Phase Master Plan 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, Cauwels & Stuve (C&S) will offer Operators 4 turn-key facilities in the under-served Santa Fe market.

3. Description of specific LEDA request of Santa Fe County:

Total infrastructure required for the development consists of the following:

- a. **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.**
- b. **4,240 lineal feet of 12-inch water line from the development to the existing 12 inch line that extends east of Caja Del Rio at Cochiti Trail Rd.**
- c. **New power lines will be run along Caja del Rio into the development.**
- d. **New natural gas line 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.**
- e. **A deceleration lane on Caja del Rio into the facility and roadway into the site as shown on the attached are also included in the infrastructure improvements.**

The total estimated cost of the required infrastructure is \$2.3 million, a portion of the amount requested by this grant application.

4. Description of applicant's experience with the industry in which this project would best fit:

The applicants are experienced in elder care development with extensive background in development and operation of elder care facilities. Jeff Stuve and Paul Cauwels are both New Mexico natives. Jeff was Director of Purchasing and Development for Horizon /CMS Healthcare for eight years prior to their sale. The applicants completed a 120-bed skilled nursing facility in the south valley area in Albuquerque just like the one planned for Caja del Rio, in July of 2014.

5. NAICS code:

**Skilled Nursing 623110
Elder Care without Nursing Care 623312**

6. Disclosures including any conflicts of interest or involvement with governmental entities or their officials (explain in writing):

NONE

7. Is the applicant current with all property taxes due to SF County?

YES

8. Has the applicant or any of its officers ever filed for bankruptcy? If yes, provide details:

NO

9. Has the applicant or any of its officers ever defaulted on any loans or financial obligations? If yes, provide details:

NO

10. Does the applicant have any loans or other financial obligations on which payments are not current? If yes, provide details:

NO

B. Funding Sources for Project and timeline:

1. Aside from LEDA support from SF County, what other funding sources (public or private) is applicant pursuing?

Private Equity Raise and Bank Financing TBD.

2. What is the total estimated value of assistance requested by the County?

\$2.3 million in infrastructure costs outlined in Item 3 above.

3. Is a bond issuance requested, and if so, what percentage of the total project cost does the bond amount request represent?

NO

4. What is the equity investment for applicant?

\$8,000,000.00

5. Describe the security that will be provided to Santa Fe County by the applicant in return for public support (lien, mortgage, or other indenture)

A five-lot subdivision will be created for the Project. One or more lots designated for Phases 2 through 5 will be offered as security to Santa Fe County, the value of

which will be established by a third party appraisal. The value of the security parcel(s) shall be no less than \$300,000.00.

6. Describe the schedule for project development and completion, including measurable goals and time limits for those goals.

The construction of the infrastructure is scheduled to begin in June of 2016. The construction of the buildings will begin at different times and have separate schedules due to the various sizes and purposes. It is estimated the buildings will be constructed over a five year period from 2016 to 2021.

C. Business Finance Info- please provide the following:

1. Financial statements with independent audits if available, or tax returns for the past three years:

Not Applicable at this time, Operator not designated yet.

2. List type of business (C-corporation, S corporation, LLC, Partnership, etc.) and attach bylaws, articles of incorporation and any other relevant documents.

Entity is an LLC, articles attached, of current ownership

3. Federal tax number, NM Taxation and Revenue number and County business license number if applicable:

FIEN 47-3077473 (current owner) NMCRS ID applied for(current owner)

4. Three year projected income statements:

Operators first three years projected \$2,160,000.00

5. Business plan complete with detailed assumptions for business and proposed project. Include pro-forma cash flow analysis:

Will be provided by operator once selected.

6. Any other document or record that pertains to the financial solvency of the qualified entity that the County deems necessary:

NONE

Cost Benefit Analysis and Community Commitment

All qualified entities seeking LEDA support from Santa Fe County will show as a part of their application how the proposed project will benefit Santa Fe County in relation to the relative costs of the project. Please provide an analysis, with both tangible and intangible costs and benefits, and include at a minimum the following:

1. What are the number and types of jobs to be created by the entity?

Construction employment during the initial four phases is estimated at 170 jobs with a payroll of \$8.8 million. Permanent employment with the new facilities will be 170 administrative, nursing and support jobs with an average salary of \$52,000 per year for a total payroll of \$8.8 million.

2. What is the proposed pay scale and payroll proposed by the entity?

New jobs will have an average salary of \$52,000 per for a total payroll of \$8.8 million

3. Describe efforts made or to be made by the entity to provide employment opportunities to people within the local employment pool:

90% of new jobs will be hired from the local labor pool.

4. Describe any plans for job/workforce training and/or career development for employees:

Eldercare providers provide employee training in the special care required for elderly patients for their daily care as well as their rehabilitation.

5. Detail estimated impacts to the local tax base:

Projected taxable income of \$9,500,000.00 over the first ten years. Taxable purchases of \$6,795,000.00 over the first ten years.

6. Detail any need for additional services from the Sheriff department and Fire department as a result of this project:

Typical additional public services due to the new development.

7. Describe efforts made or to be made by the entity to procure materials and services from local (Santa Fe) providers:

95% of construction materials and services will be purchased from local providers. The phase one elder care provider is anticipated to purchase approximately \$500,000.00 worth of food and non-food items locally each year. The provider for the additional phases will have similar purchasing habits.