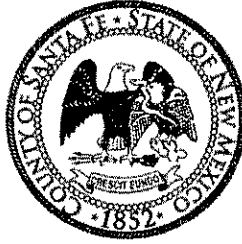


**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

**Date:** February 28, 2013

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

**From:** Steven Brugger, Affordable Housing Administrator *SRB*

**Via:** Robert Griego, Planning Manager *RG*  
Penny Ellis-Green, Growth Management Director *PEG*

**Re:** Rent to Own Program for Sale of County-owned Affordable Units

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### **Background**

At previous meetings, the BCC requested that staff bring forward a rent-to-own program which would provide another mechanism for the sale of County-owned affordable units purchased under the Foreclosure Prevention Program. The following narrative provides a description of the proposed program along with Exhibit 1 which is a draft of an option to purchase agreement that would accompany a rental agreement. Some of the details and numbers presented herein may change as the program continues to be refined. Also, staff needs to further investigate with HUD as to what is allowable under their regulations, given that HUD money was used to acquire the homes under the Foreclosure Prevention Program. If the framework of the program as summarized herein is acceptable to the BCC, staff would proceed to work with Legal to draft an implementing Ordinance or Resolution for BCC consideration.

### **Applicability of Program**

This program is designed for use on those County-owned homes purchased under the Foreclosure Prevention Program that remain unsold and have been on the market longer than one hundred eighty days. Of the five homes purchased under the program, one has been sold, one is under contract and three remain on the market. The target market is households who income qualify for the program at under 80% of Area Median Income and who would have sufficient income to purchase if not for below-average credit scores, above-average non-housing related debt and insufficient down payment. Offering a lease agreement and an option to purchase agreement together offers the County flexibility to sell the homes to income qualified households and offers the household time and incentive to reduce overall debt load, improve credit scoring and make a rent payment where a fraction of the rent would be credited against the purchase price of the home.

The rental lease agreement and the option to purchase agreement would be executed at the same time by both parties. The option to purchase agreement only gives the tenant the right to purchase the property at a specified price and terms. The tenant would exercise this right by providing the County with a written notice of intent to purchase. This notice would initiate the purchase process and would specify a closing date at which property would transfer.

### **Summary Purchase and Lease Terms**

#### Determination of Purchase Price

All homes would be sold at appraised value. Purchase price for a home would be determined by an appraisal performed by a certified residential appraiser selected by the County and with offices in Santa Fe. The appraisal would be completed no more than one hundred twenty (120) days prior to the execution of the option to purchase agreement.

#### Term of Option to Purchase Agreement

The term of the option to purchase agreement would be the lesser of twenty four (24) months or the term of the lease agreement. The term may be extended at the sole discretion of the Seller/Landlord. If the Buyer/Tenant has not exercised its right to purchase the property within the specified option term, the option to purchase agreement would be null and void and the Seller/Landlord would retain the consideration paid for the option to purchase, as described below. Any violation of the rental lease agreement which would cause that agreement to be terminated would also result in termination of the option to purchase. Retention of the option consideration is subject to HUD regulations.

#### Option Consideration

The non-refundable consideration paid by the Buyer/Tenant to the Seller/Landlord for entering into the option to purchase agreement would equal one percent of the subsidized purchase price of the home, calculated by subtracting the affordability mortgage amount and the potential down payment assistance amount for which an applicant would qualify from the contract purchase price and multiplying times 1%. This consideration would be paid at the time the Buyer/Tenant executes the option to purchase agreement. The option consideration would be credited to the purchase price at closing under the conditions set forth in the option to purchase agreement.

#### Rent Credit

The rent credit is the amount of the Buyer/Tenant's monthly rent that is credited toward the Purchase Price. The amount of monthly rent credit would be calculated by taking the actual monthly rent paid by the Buyer/Tenant and subtracting an amount equal to the SFCHA cash paid at closing of the original purchase, times 2% (rate of return for invested funds), divided by twelve (12) months, plus monthly HOA fees paid by SFCHA times 2%.

#### Determination of Monthly Rent

The calculation of monthly rent shall use the specific Public Housing method to determine rent payable by the Buyer/Tenant. In general, rent will be set at the lower of the HUD allowable fair market rent by housing type, less the HUD allowed utility allowances for that housing type, or the maximum rental

payment by a tenant per HUD regulations, as calculated by taking 30% of gross monthly income and applying adjustments, per HUD formulas.

#### Term of Lease Agreement

The term of the lease agreement shall not be less than one year and shall not exceed two years. The term may be renewed at the sole discretion of the Seller/Landlord. A standard HUD lease agreement shall be used.

#### Responsibilities of Buyer/Tenant

Buyer/Tenant is responsible for all utility bills and assumes all maintenance, repairs and improvement responsibilities for the Property upon execution of the lease agreement and the option to purchase agreement. Failure of the Buyer/Tenant to adequately maintain the home would cause a breach of the lease agreement resulting in termination of the lease agreement, unless the problem is corrected by the Buyer/Tenant. Seller/Landlord would conduct inspections every six months to insure that the home is being maintained per HUD standards. Any repairs performed by the Buyer/Tenant must be authorized in advance by the Seller/Landlord and all work must be inspected and approved by Seller/Landlord. Required repairs not performed by the Buyer/Tenant would be done by Seller/Landlord at Buyer/Tenant's expense in the form of a reduction of the rent credit or the option consideration. Any termination of the lease agreement due to Buyer/Tenant's failure to adequately perform its maintenance responsibilities under the lease agreement would also result in a termination of the option to purchase agreement.

### **Summary Applicant Eligibility Requirements**

#### Maximum Income Requirement

An applicant for the program must have a maximum household income at or under 80% of Santa Fe Area Median Income (AMI) for the applicable household size, as set forth by HUD. An income qualification would be performed as part of the application review process undertaken by the County.

#### Minimum Income Requirement

An applicant for the program must have a minimum household income greater than 50% of Santa Fe Area Median Income (AMI) for the applicable household size, as set forth by HUD. An income verification would be performed as part of the application review process undertaken by the County.

#### Minimum and Maximum Assets Requirement

The minimum amount of assets for an applicant equals \$2,000. The maximum amount of assets is \$25,000. The following assets shall not count toward the asset limitation: a) retirement funds that cannot be accessed without the payment of a penalty; b) the principal of trust funds, to the extent that the principal cannot be invaded; c) necessary personal property; d) education accounts committed to a dependent; e) other assets not readily accessible to the purchaser without payment of a penalty.

#### Minimum Credit Score

The minimum credit score for an applicant at the time of application is 580. The objective of this program is for applicants to improve their credit-worthiness over the term of the lease so that their credit score can reach 660 or above by the time that the applicant applies for a first mortgage loan in the

required amount. When there are two borrowers in the household with a credit score, each must meet this minimum requirement. The middle score of the lowest scoring borrower is used for eligibility.

#### Owner Occupied

An applicant must agree that the Property will be their full-time residence.

#### First-Time Homebuyer

The applicant must certify that they would be a first-time homebuyer, meaning that they have not owned a home in the past three years.

#### Requirement for Homebuyer Training and Financial Fitness and Work Plan

Prior to submitting an application, the applicant is required to complete homebuyer training and financial fitness classes with a non-profit organization and produce a certificate of completion which would be submitted as part of the application package. The applicant must also submit a work plan that was developed in concert with non-profit homebuyer counselors that illustrate how the applicant can reduce debt, improve credit scoring, increase savings so that a mortgage loan in the required amount could be achieved. The applicant must also agree to participate in one-on-one counseling that is offered by the non-profit with the objective of reducing the applicant's existing debt level and improving their credit score up to a level where a prime mortgage loan can be obtained at the prevailing market interest rate.

#### Employment

The applicant must be working with the same employer for a minimum of six months in order to qualify for the program.

#### Criminal Background Checks

The same requirements that the Housing Authority uses for eligibility in regard to applicant's history of criminal convictions, evictions, etc. would be used for this program.

### **Selection Process**

The availability of this program for use on designated County-owned homes will be advertised on the County Housing Authority website, the affordable housing program website and will be distributed via e-mail to all County employees. The application form for the program will be listed on the websites. A deadline for submittal of applications will be listed which invites applicants to apply for lease-to-own on specific available homes.

Applicants that submit a complete application with all required attachments, and who successfully meet the criteria set forth in the application and program requirements will be placed on a wait list in the order that their applications are received, by date and time.

Staff will work with the first individual on the wait list to execute a lease agreement and option to purchase agreement. If the agreements cannot be executed within a reasonable period of time, then the next person on the wait list will be selected to begin the process of executing the agreements.

**Fiscal Impact**

There will be no initial or long term expense or revenue to the General Fund attached to this item, as the positive financial impact will accrue to the Housing Authority funds. A specific review of the extent of the positive impact will be produced at the stage where an actual ordinance or resolution is introduced.

**Staff Recommendation**

Direct staff to create a resolution which would authorize and implement this rent-to-own program for County-owned homes. The resolution would then be submitted to the BCC for final consideration.

**Attachments**

Exhibit 1: Draft Option to Purchase Agreement

# EXHIBIT 1

## DRAFT OPTION TO PURCHASE AGREEMENT

**THIS OPTION TO PURCHASE AGREEMENT** (the "Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, is made and entered into by and between Santa Fe County Housing Authority, a political subdivision of the State of New Mexico, whose address is 52 Camino de Jacobo, Santa Fe, New Mexico 87507 (hereinafter the "Seller/Landlord") and \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter the "Buyer/Tenant").

**WHEREAS**, Seller/Landlord is the fee owner of certain property situated in Santa Fe County;

**WHEREAS**, Seller/Landlord and Buyer/Tenant have together executed a prior lease agreement for the property ("Lease Agreement");

**WHEREAS**, Seller/Landlord and Buyer/Tenant intend that ownership of the property shall transfer to the Buyer/Tenant upon the full completion of this Agreement;

**NOW, THEREFORE**, in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller/Landlord hereby grants to Buyer/Tenant an exclusive Option to Purchase the Property. The parties hereto agree as follows:

1. **DEFINITIONS.** As used in this Agreement and any exhibits annexed hereto, the following terms shall have the following meanings.

1.1. Cash: Cash shall mean legal tender of the United States, or a cashier's check or wire transfer of current funds into a bank account designated by Seller/Landlord.

1.2. Closing Date: Unless otherwise extended by written agreement of the parties, the Closing Date shall be as set forth in Buyer/Tenant's written notice of intent to purchase the Property from the Seller/Landlord.

1.3. County: Santa Fe County, a political subdivision of the State of New Mexico.

1.4. Day: The term "day" as used herein means a calendar day and the term "business day" means any day other than a Saturday, Sunday or legal holiday under the laws of the State of New Mexico.

1.5. Deed: A Special Warranty Deed.

1.6. Effective Date: The date that this Agreement is signed by the last of Seller/Landlord or Buyer/Tenant.

1.7. Escrow: An amount of money or property held conditionally by a third party title company and which is not released until specific conditions are met, as stated in the Agreement.

1.8. Escrow Agent: Stewart Title, 433 Paseo de Peralta, Santa Fe, NM 87501.

1.9. Hazardous Materials: Hazardous Materials are defined in Paragraph 6.1.7.

1.10 Inspection Period: The period commencing on the date that the Buyer/Tenant provides written notice to the Seller/Landlord of its intent to purchase the Property and terminating on the thirtieth (30<sup>th</sup>) day after this date, during which time the Buyer/Tenant may conduct the Inspection and Review described in Section 4 below.

1.11 Materials: All documents and reports concerning the Property to be provided by Seller/Landlord to Buyer/Tenant as provided in Paragraph 4.1.

1.12 Option to Purchase: The acquired right of the Buyer/Tenant to purchase the Property from the Seller/Landlord within a designated time period at a specified Purchase Price under the conditions set forth in the Agreement.

1.13. Property: The Property has a street address of \_\_\_\_\_  
\_\_\_\_\_, with a legal description as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.14. Purchase Price: The amount set forth in Section 2.6 of this Agreement.

1.15 Review: Buyer/Tenant's inspection of the Property including the review of studies, investigations, reports, lot configuration and all other evaluative investigations or studies deemed advisable by Buyer/Tenant and to be conducted by Buyer/Tenant during the Inspection Period.

1.16 Seller/Landlord: Santa Fe County Housing Authority  
Katherine Miller, County Manager  
52 Camino de Jacobo  
Santa Fe, New Mexico 87507

1.17 Buyer/Tenant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.18 Title Policy: An Owner's Policy of Title Insurance with endorsements and exceptions acceptable to Buyer.

## **2. OPTION TO PURCHASE AND TERMS**

2.1 Option Term. The Seller/Landlord hereby grants the Buyer/Tenant an exclusive Option to Purchase the Property. The Seller/Landlord agrees that it will not attempt the sale of the Property to any other party while this Agreement is in effect. The Option Term will begin on .

\_\_\_\_\_ and expire on \_\_\_\_\_. The Option Term may be extended at the sole discretion of the Seller/Landlord.

2.2 Notice of Intent to Purchase Required. To exercise the Option to Purchase the Property, the Buyer/Tenant must deliver to the Seller/Landlord written notice of Buyer/Tenant's intent to purchase. This written notice must specify a Closing Date. The Closing Date must occur before the original expiration date of the Lease Agreement and the date of expiration of the Option Term of this Agreement. If this written notice is not provided prior to the end of the Option Term, or if closing does not occur by the end of the Option Term, this Agreement is null and void, unless extended at the sole discretion of the Seller/Landlord.

2.3 Option Consideration. As consideration for entering into this Option to Purchase, the Buyer/Tenant shall pay the Seller/Landlord a non-refundable fee of \_\_\_\_\_ (\$\_\_\_\_\_) receipt of which is hereby acknowledged by the Seller/Landlord. This amount shall be credited to the Purchase Price at closing if the Buyer/Tenant timely exercises this Option to Purchase and provided that the Buyer/Tenant is not in default of the Lease Agreement and closes the conveyance of the Property. The Seller/Landlord shall retain the fee if the Buyer/Tenant defaults on the Lease Agreement or this Agreement, does not exercise the Option to Purchase or fails to close the conveyance within the Option Term.

2.4 Exclusivity of Option. This Option to Purchase is exclusive and non-assignable and exists solely for the benefit of the Seller/Landlord and the Buyer/Tenant. Should the Buyer/Tenant attempt to assign, convey, delegate or transfer this Option to Purchase without the Seller/Landlord's express written permission, any such attempt shall be deemed null and void.

2.5 Purchase and Sale. Upon satisfaction of all terms and conditions of this Agreement, Seller/Landlord agrees to sell, convey, assign, transfer and deliver to Buyer/Tenant free and clear of all claims, encumbrances, leases, debts, liabilities, obligations and the like, other than those disclosed in the title commitment and final policy, and Buyer/Tenant agrees to purchase from Seller/Landlord the Property, for the price and upon all the terms and conditions set forth in this Agreement.

2.6 Purchase Price. The Purchase Price is \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Buyer/Tenant and Seller/Landlord agree that \_\_\_\_\_ Dollars (\$\_\_\_\_\_) of each month's rent shall be credited toward the Purchase Price, provided that each payment is current, according to the terms of the Lease Agreement. Credit shall not be provided for any late payment of rent. Buyer/Tenant and Seller/Landlord agree that the full amount of the Option Consideration shall be credited toward the Purchase Price provided that all terms and conditions of this Agreement and the Lease Agreement are met.

2.7 County Affordability Mortgage and Lien. To secure a loan of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) provided to Buyer/Tenant by County at closing under its affordable housing program, the Buyer/Tenant agrees, at closing, to execute a note and second mortgage in favor of the County. Buyer/Tenant understands that this assistance is a loan and must be repaid to the County according to the terms of the note and mortgage.



2.8 Tenant/Buyer Responsibility for Repairs, Maintenance and Improvements. Buyer/Tenant accepts the Property to be in workable condition "as is" on the date of execution of this Agreement. As of the date of this Agreement, Buyer/Tenant shall be responsible for all repairs, maintenance and improvements upon said Property, both interior and exterior. Buyer/Tenant shall have the right to make such repairs, maintenance, and improvements as Buyer/Tenant shall deem necessary, with the prior written consent of the Seller/Landlord. Buyer/Tenant shall pay the costs of all such repairs, maintenance and improvements. Repairs that are not performed as required or that do not pass the inspection of the Seller/Landlord may be repaired by Seller/Landlord, at Buyer/Tenant's expense. If the Seller/Landlord refuses to make such repairs, Buyer/Tenant will have the option of voiding this Agreement by written notice to the Seller/Landlord, or by making such repairs and receiving a credit against the Purchase Price, plus interest, at 2% per annum from the date of payment. In the event the Buyer/Tenant exercises the Option to Purchase through provision of its written notice of intent to purchase and through no fault of the Buyer/Tenant, the Seller/Landlord fails to convey the Property to Buyer/Tenant in accordance with the terms of the Agreement, the Buyer/Tenant shall be entitled to reimbursement for the cost of all repairs, maintenance and improvements.

2.9 Financing. Seller/Landlord makes no representations or warranties as to the availability of financing regarding this Option to Purchase. Buyer/Tenant is solely responsible for obtaining financing in order to exercise this Option to Purchase. Both parties acknowledge that it is impossible to predict the availability of obtaining financing for the purchase of the Property. Obtaining financing shall not be held as a condition of performance of this Agreement. The parties further agree that this Agreement is not entered into in reliance upon any representation or warranty made by either party.

2.10 Personal Property Included. The Property will include the following, if existing on the Property, unless excluded as stated in Section 2.11: smoke, fire, security and water conditioning systems (if owned by Seller/Landlord); heating, ventilating and air conditioning systems; landscaping; sprinklers/irrigation equipment; storm windows and doors, screens, window coverings and rods; TV antennas, satellite dishes and receiver with access card (if owned by Seller/Landlord and if transferable); light fixtures; ceiling fans; range; oven; dishwasher; garbage disposal; attached mirrors; attached floor coverings; awnings; mailboxes; fireplace grate and screen; garage door openers and controls; outdoor plants and trees; washer and dryer; microwave; and refrigerator.

2.11. Personal Property Excluded. The following items are excluded from the sale:

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### **3. TITLE AND SURVEY.**

3.1. Procedure for Approval of Title. Within five (5) business days after the Seller/Landlord's receipt of the Buyer/Tenant's written notice of intent to purchase per Section 2.2, Seller/Landlord shall deliver to Buyer/Tenant a commitment for an Owner's Title Insurance Policy showing title to the Property in Seller/Landlord and proposing to insure the Buyer/Tenant in the amount of the Purchase Price and issued by the Escrow Agent along with legible copies of all underlying documents referred to therein. The commitment and all matters affecting title to,

or use of, the Property shall be subject to Buyer/Tenant's approval or disapproval in writing on or before the conclusion of the Inspection Period, as follows: If Buyer/Tenant shall fail to approve the commitment, any exceptions, the survey (as hereinafter defined) and any of the other title matters with respect to the Property by written notice given to Seller/Landlord on or before the conclusion of the Inspection Period, the condition of title to the Property shall be deemed disapproved by Buyer/Tenant. If, before the conclusion of the Inspection Period, Buyer/Tenant shall disapprove by written notice any particular matter affecting title to the Property or the condition of the property, Seller/Landlord may, at Seller/Landlord's discretion, agree to use its best efforts to eliminate promptly (but in no event later than ten (10) days after such notice) such disapproved matter. If Seller/Landlord does not agree to eliminate such disapproved matter by written notice thereof to Buyer/Tenant within ten (10) days, Buyer/Tenant shall have the right to waive its prior disapproval, in which event such previously disapproved matter shall be deemed approved. If Buyer/Tenant shall fail to waive its prior disapproval before the conclusion of the Inspection Period or the date ten (10) days after the Buyer/Tenant's notice of disapproval if after the conclusion of the Inspection Period, then (a) such disapproval shall remain in effect; (b) this Agreement and the escrow shall thereupon be terminated; (c) the Escrow Agent shall immediately return all documents to the parties; and (d) the parties shall be relieved of any further obligation to each other with respect to this Agreement and the Property. Both parties agree to execute promptly those documents reasonably requested by Escrow Agent to evidence termination of this Agreement.

3.2. Buyer's Title Policy. Buyer/Tenant's title to the Property shall be evidenced by an Owner's Policy of Title Insurance, paid for by Buyer/Tenant and reasonably acceptable to Buyer/Tenant and including such other endorsements as are available in New Mexico and as Buyer/Tenant reasonably requires, for the purchase of the Property insuring Buyer/Tenant, as owner of fee title to the Property free and clear of all liens, encumbrances, leases, debts, liabilities, obligations and the like, subject only to any matters approved or waived by Buyer/Tenant.

3.3. Survey. Within ten (10) business days after the Seller/Landlord's receipt of the Buyer/Tenant's written notice of intent to purchase per Section 2.2, Buyer/Tenant shall pay for a survey procured by Seller/Landlord, sufficient to cause the Title Company to remove Survey Title Exceptions from the title policy.

#### **4. INSPECTION AND REVIEW.**

4.1. Review. Immediately upon the Seller/Landlord's receipt of the Buyer/Tenant's written Option to Purchase, Seller/Landlord shall make available to Buyer/Tenant all documents ("the Materials"), presently available to Seller/Landlord or within their control concerning the Property, including without limitation:

- (a) any leases, easements, reservations, conditions, covenants, restrictions, rights-of-way, homeowners association material and other documents, whether recorded or unrecorded and surveys;

- (b) any subdivision plans and floor plans currently available to Seller/Landlord;
- (c) County assessed value and property taxes levied in the previous year on the Property;
- (d) declaration of Covenants, Conditions and Restrictions recorded against the property and Bylaws, Design Guidelines and other related information for the \_\_\_\_\_ Homeowners Association.
- (e) note and mortgage documents to be used by the County to secure any subsidy loan and down payment assistance that may be provided to the Buyer/Tenant at closing.
- (f) a Housing Quality Standards (HQS) inspection that is prepared per Department of Housing and Urban Development regulations, or an equivalent assessment which discloses pertinent information on the building.

Buyer/Tenant acknowledges the receipt of the documents referenced in (a), (b), (c), (d), (e) and (f) above by initialing here. \_\_\_\_\_

Buyer/Tenant has commenced and may continue, at its cost and expense, its own investigation of the Property and the suitability of the Property for Buyer/Tenant's purposes ("the Review"). Such investigation may include, without limitation a review of "the Materials," a study of the feasibility of Buyer/Tenant's acquisition of the Property, and other matters related to building inspection, including but not limited to the following: structural integrity, electrical, heating/air conditioning, plumbing, roof, lead-based paint evaluation, pool/spa/hot tub equipment, wood destroying insects, dry rot, radon, mold, square foot measurement, water and sewer line inspections, phase one environmental inspection and soil tests. It is strongly recommended that Buyer/Tenant make any other investigations that Buyer/Tenant may deem necessary or appropriate under the circumstances, in Buyer/Tenant's sole and absolute discretion. Buyer/Tenant, in its sole discretion, may terminate the contract during the inspection and all documents belonging to Buyer/Tenant and in Seller/Landlord's possession shall be returned to Buyer/Tenant. If this Agreement is terminated without any material breach of this Agreement by Seller/Landlord, Buyer/Tenant shall return the Materials to the Seller/Landlord.

Buyer/Tenant understands that although conditions and defects are often difficult to locate and discover, all real property and improvements contain defects and conditions which may not be readily apparent and which may affect the value or desirability of the Property. Buyer/Tenant acknowledges Buyer/Tenant's own affirmative duty to exercise reasonable care to protect themselves in all matters regarding inspection of the Property.

4.2. Approval of Review. This purchase shall be subject to Buyer/Tenant's approval or disapproval, in Buyer/Tenant's sole and absolute discretion, until 5:00 p.m. (MST) on the date of the termination of the Inspection Period. Buyer/Tenant shall provide written notice of

disapproval to Seller/Landlord and Escrow Agent on or before the termination of the Inspection Period. In the event Buyer/Tenant provides written notice of disapproval to Seller/Landlord and Escrow Agent, then: (a) the Materials shall be returned to Seller/Landlord; (b) this Agreement shall be deemed terminated and the escrow canceled; and (c) the parties shall be relieved of any further obligations to each other with respect to the purchase and sale of the Property. Buyer/Tenant's failure to provide written notice of disapproval shall be deemed an approval of the Review. Both parties shall execute promptly those documents reasonably requested by Escrow Agent or the other party to evidence termination of this Agreement.

4.3. Inspection Period, Extension. The Inspection Period shall begin on the date of Seller/Landlord's receipt of Buyer/Tenant's written notice of intent to purchase and shall have a term of thirty (30) days. The Inspection Period may be extended by Buyer/Tenant upon written notice to Seller/Landlord at any time prior to the conclusion of the thirty (30) day period for an additional fifteen (15) days, in Buyer/Tenant's sole and absolute discretion, to continue the Review, subject to the limitations of Section 2.2.

## **5. CONDITIONS TO PERFORMANCE OF AGREEMENT; REMEDIES**

5.1. Conditions to Buyer/Tenant's Obligations. Buyer/Tenant's obligation to purchase the Property is conditioned upon satisfaction (or waiver in writing by Buyer/Tenant) of each of the following conditions, even if the failure of any condition occurs after the Inspection Period:

5.1.1. All representations and warranties made by Seller/Landlord in this Agreement shall be complete and accurate at and as of the Closing Date;

5.1.2. Buyer/Tenant shall have approved the purchase on or before the termination of the Inspection Period (or the extension thereof);

5.1.3. Seller/Landlord shall deliver a Deed to the Property and such other documents as are sufficient to convey title to the Property to Buyer/Tenant. The Deed shall be in a form that is reviewed by and acceptable to Buyer/Tenant prior to closing;

5.1.4. The Escrow Agent has irrevocably committed in writing to issue the Title Policy in form and content required under the commitment approved by Buyer/Tenant;

5.1.5. The conditions set forth in Paragraph 6.1 below shall have been satisfied;

5.1.6. Seller/Landlord shall have removed all personal property from the Property to the satisfaction of the Buyer/Tenant prior to the Closing Date.

5.1.7. Buyer/Tenant executes a County Affordability Mortgage and Lien in an amount of \_\_\_\_\_ (\$\_\_\_\_\_); and Buyer/Tenant receives a first mortgage loan from a private lender up to an amount of \_\_\_\_\_ (\$\_\_\_\_\_).

5.1.8. Buyer/Tenant shall not be obligated to complete the purchase of the Property if the purchase price exceeds the current estimated market value as established by a real estate appraiser approved by the lender.

5.2. Conditions to Seller/Landlord's Obligations. Seller/Landlord's obligation to sell the Property to Buyer/Tenant is conditioned upon satisfaction (or waiver in writing by Seller/Landlord) of each of the following conditions:

5.2.1. All representations and warranties made by Buyer/Tenant in this Agreement shall be complete and accurate at and as of the Closing Date;

5.2.2. Buyer/Tenant's delivery of the Purchase Price for the Property and all other funds and documents required of Buyer/Tenant to comply with its obligations hereunder; and

5.2.3. The conditions set forth in Paragraph 6.2 below.

5.2.4. Buyer/Tenant certification that the Property shall be used as Buyer/Tenant's primary residence; by signing this purchase agreement, Buyer/Tenant certifies that the Property shall be used as Buyer/Tenant's primary residence.

5.2.5. Buyer/Tenant's execution of a note and mortgage securing the subsidy loan provided by the County.

5.2.7. Buyer/Tenant's compliance with all of the terms of the Lease Agreement for the Property.

5.3. Material Breach – Remedies.

5.3.1. Seller/Landlord's Breach. In the event Seller/Landlord commits any material breach of this Agreement and fails to cure such material breach within ten (10) days following Buyer/Tenant's written notice to Seller/Landlord describing such breach and what cure is deemed necessary, then Buyer/Tenant, at its option, upon ten (10) days written notice to Seller/Landlord and Escrow Agent, may elect to: (a) terminate this Agreement in which case Seller/Landlord shall be obligated to reimburse Buyer/Tenant for its reasonable and necessary out-of-pocket costs and expenses incurred pursuant to this Agreement, including the Option Consideration per Section 2.3, the Rent Credit per Section 2.6, and all Buyer/Tenant's expenditures made on behalf of the Seller/Landlord per Section 2.8 or (b) waive such material breach and proceed to close; provided, however, that if Seller/Landlord refuses (or is unable due to Seller/Landlord's deliberate act or omission) to sign and deliver the Deed or to sign and deliver any other document which Seller/Landlord is required to sign and deliver, then Buyer/Tenant, in addition to its option to terminate this Agreement or to waive Seller/Landlord's breach as provided above, shall also have the option to seek specific performance (if the remedy of specific performance is available) of Seller/Landlord's agreement to sign and deliver the Deed

and other documents required to be signed and delivered by Seller/Landlord at closing; or (c) pursue an action for damages.

If Buyer/Tenant elects to terminate this Agreement, (a) the escrow shall be cancelled; (b) all documents shall be returned to the parties which deposited them in Escrow and (c) Option Consideration, Rent Credit and Buyer/Tenant's expenditures made on behalf of the Seller/Landlord per Section 2.8 shall be paid by Seller/Landlord to Buyer/Tenant.

5.3.2. Buyer/Tenant's Breach. In the event Buyer/Tenant commits any other material breach of this Agreement, and in each case fails to cure such material breach within ten (10) days following Seller/Landlord's written notice to Buyer/Tenant describing such breach and what cure is deemed necessary, then Seller/Landlord, at its option and as its sole remedy, upon ten (10) days written notice to Buyer/Tenant and Escrow Agent, may elect either to terminate this Agreement or to waive the material breach and proceed to closing. If Seller/Landlord elects to terminate this Agreement:

- (a) the escrow shall be canceled;
- (b) the Buyer/Tenant shall return the Materials to the Seller/Landlord; and
- (c) all other documents shall be returned to the parties who prepared or deposited them.
- (d) the Option Consideration and Rent Credit paid by Buyer/Tenant shall be retained by the Seller/Landlord.
- (e) all repairs, maintenance and improvements made by the Buyer/Tenant shall remain on the Property for the benefit of the Seller/Landlord and the Buyer/Tenant shall not be due any reimbursement.

## **6. REPRESENTATIONS, WARRANTIES AND MUTUAL COVENANTS.**

### **6.1. Representations and Warranties of Seller/Landlord.**

Seller/Landlord hereby represents and warrants to Buyer/Tenant that the following statements are true and correct as of the date hereof and shall be as of the Closing Date, and the truth and accuracy of such statements shall constitute a condition to all of Buyer/Tenant's obligations under this Agreement;

6.1.1. Seller/Landlord has full right, power and authority to enter into this Agreement for the sale of the Property and all documents contemplated hereby or delivered or to be delivered in connection herewith and to perform its obligations hereunder;

6.1.2. The sale of the Property has been authorized by all necessary action on the part of Seller/Landlord, and the persons who have executed and delivered this Agreement and all

other instruments required under this Agreement on behalf of Seller/Landlord have been duly authorized to execute the same on behalf of Seller/Landlord;

6.1.3. Seller/Landlord is not in breach or violation of, and the execution, delivery and performance of this Agreement will not result in a breach or violation of, any of the provisions of Seller/Landlord's operating agreement, as amended to the date of this Agreement, or other governing documents or any agreement to which it is a party or otherwise bound, or constitute a violation of any law, rule, regulation or any court order or decree applicable to Seller/Landlord or result in acceleration of any lien or encumbrance upon the Property or any part thereof, except for such rights of acceleration that may arise under a mortgage upon a conveyance of the Property;

6.1.4. This Agreement for the sale of the Property is the legal, valid and binding obligation of Seller/Landlord enforceable against Seller/Landlord in accordance with its terms, except in each case as such enforceability may be limited by general principles of equity, bankruptcy, insolvency, moratorium and similar laws relating to creditors' rights generally;

6.1.5. There is no action, claim, litigation, proceeding or governmental investigation pending against Seller/Landlord or the Property or, to Seller/Landlord's best knowledge, threatened, against Seller/Landlord which might directly or indirectly, have a material adverse effect upon the use, title, operation or development of the Property;

6.1.6. Seller/Landlord has received no written notice or, to Seller/Landlord's best knowledge, oral notice of any proposed or contemplated condemnation of the Property, or any part thereof, and Seller/Landlord has received no written notice or, to Seller/Landlord's best knowledge, oral notice of the intent or desire of any governmental or public or private authority or public utility to appropriate or use the Property, or any part thereof;

6.1.7. Neither Seller/Landlord nor, to Seller/Landlord's best knowledge, any other person has used, generated, manufactured, stored or disposed of, on or under the Property or any part thereof, or in the immediate vicinity thereof, or transferred to or from the Property or any part thereof, any "Hazardous Materials." For purposes of this Agreement, "Hazardous Materials" are defined as any radioactive materials, hazardous waste, toxic substances, petroleum products or by-products, or any other materials or substances which under federal, state or local statute, law, ordinance, governmental regulation or rule would require Buyer/Tenant's removal, remediation or clean up, including, without limitation, substances defined as "extremely hazardous substances," "hazardous substances," "hazardous materials," "hazardous waste," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.*; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§11001-11050; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.*; the Resources Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*; and in the regulations adopted and publications promulgated pursuant to said laws; together with any substance, product, waste or other material of any kind or nature whatsoever which may give rise to liability under any federal, state or local law, ordinance, rule or regulation relating thereto, or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability, or under any reported decision of any federal or state court.

6.1.8. Seller shall deliver a Deed of the Property sufficient to convey good marketable title to the Property in fee simple, free and clear of any and all liens and encumbrances and as otherwise provided in this Agreement.

6.2. Representations and Warranties by Buyer/Tenant. Buyer/Tenant hereby represents and warrants to Seller/Landlord that the following statements are true and correct as of the date hereof and shall be as of the Closing Date, and the truth and accuracy of all such statements shall constitute a condition to all of Seller/Landlord's obligations under this Agreement:

6.2.1. Buyer/Tenant has full right, power and authority to enter into this Agreement and all documents contemplated hereby or delivered or to be delivered in connection herewith, and to perform its obligations hereunder; and

6.2.2. The execution and delivery of this Agreement and consummation of the sale contemplated hereby will not conflict with any agreement to which Buyer/Tenant is bound, or result in any breach or violation of any law, rule, regulation or any court order or decree applicable to Buyer/Tenant.

6.3. Mutual Covenants. Following the mutual execution of this Agreement:

6.3.1. Seller/Landlord and Buyer/Tenant shall deliver to each other and Escrow Agent any documents reasonably requested by Escrow Agent evidencing that each has the authority to enter into this Agreement and to consummate the transactions contemplated hereby.

6.3.2. Buyer/Tenant shall maintain the Property and all portions thereof in its current condition, and condition after inspection by Buyer/Tenant under the terms of the Lease Agreement.

6.3.3. Seller/Landlord shall enter into no new leases, contracts, agreements, encumbrances, or instruments or make any material modifications to any existing leases, contracts, agreements, encumbrances or instruments which, in either case may: (a) further encumber, affect the ownership, use or development of the Property, or (b) by its terms would not be fully performed before the Closing Date, without the prior written consent of Buyer/Tenant: and

6.3.4. Seller/Landlord and Buyer/Tenant shall not use, generate, manufacture, store or dispose of, on or under the Property or any part thereof, or transfer to or from the Property or any part thereof, any Hazardous Materials.

6.4. Survival of Representations and Warranties. The representations and warranties of the Seller/Landlord set forth in Paragraph 6.1 and the representations and warranties of the Buyer/Tenant set forth in Paragraph 6.2 shall survive the Closing Date for the full period of the applicable statute of limitations.



## 7. **ESCROW.**

7.1. Agreement Constitutes Escrow Instructions. This Agreement shall constitute escrow instructions with respect to the Property and a copy hereof shall be deposited with the Escrow Agent for that purpose as provided in Paragraph 7.2 below.

7.2. Escrow Agent. The escrow for the purchase and sale of the Property hereunder shall be opened by depositing an executed copy or executed counterparts of this Agreement and the Buyer/Tenant's written notice of intent to purchase with the Escrow Agent, and shall occur not later than five (5) business days following the receipt by Seller/Landlord of the Buyer/Tenant's written notice of intent to purchase, per Section 2.2. This Agreement shall be considered as the escrow instructions between the parties, with such further instructions as Escrow Agent requires in order to clarify the duties and responsibilities of Escrow Agent. In the event of a conflict between the provisions of this Agreement and the provisions of such general conditions, the provisions of this Agreement shall control.

7.3. Closing Date. The Closing Date shall be as set forth in Buyer/Tenant's written notice of intent to purchase, per Section 2.2, providing all conditions precedent have been satisfied and unless the parties otherwise mutually agree.

### 7.4. Costs of Escrow.

7.4.1 Seller/Landlord shall pay:

- (a) one-half the cost of all escrow and closing fees,
- (b) one-half the cost of all recording fees, and
- (c) the cost of any other obligations of Seller hereunder.

7.4.2 Buyer/Tenant shall pay:

- (a) the cost of all desired inspections and costs associated with procuring financing;
- (b) the cost of a standard owner's title policy;
- (c) the cost of a survey;
- (d) one-half the cost of all escrow and closing fees;
- (e) one-half the cost of all recording fees;

(f) additional title insurance premium for deletion of standard exceptions 1-4 and 6-7, if Buyer/Tenant desires to have these deleted from the title policy;

(g) prepaid insurance and taxes required by lender;

(h) the cost of any other obligations of Buyer/Tenant hereunder, including any required initial contributions to the homeowners association, and other similar charges.

7.5 Prorations. The following, as applicable, will be prorated and adjusted between Seller/Landlord and Buyer/Tenant as of the date of closing, excluding any delinquent items, interest and penalties: current taxes computed on a fiscal year basis, hazard, flood and/or mortgage insurance, water, sewer and solid waste disposal charges, homeowners association fees, and other similar charges.

## 8. **DISCLAIMER.**

8.1. Brokerage Commissions. There shall be no brokerage commission associated with this transaction. Seller/Landlord and Buyer/Tenant both represent and agree that there shall be no commission, compensation and remuneration, whether related or unrelated to brokerage, paid to any party claiming by, through or under Seller/Landlord or Buyer/Tenant, as may apply, other than typical closing costs.

8.2 Disclaimer. Buyer/Tenant acknowledges that the Property is sold in its current condition with no warranty granted by the Seller/Landlord, expressed or implied, and that Buyer/Tenant will have had full and fair opportunity to inspect and judge all aspects of the Property with professional assistance of Buyer/Tenant's choosing prior to closing and is purchasing the Property based solely upon Buyer/Tenant's inspection and judgment and not by reason of any representation made to Buyer/Tenant by Seller/Landlord or the County unless expressly set forth in this Agreement.

## 9. **INCORPORATION OF EXHIBITS.**

All exhibits attached hereto and referred to herein are incorporated in this Agreement as though fully set forth herein.

## 10. **NOTICES.**

All notices, requests, demands and other communications given, or required to be given, hereunder shall be in writing and shall be given as follows: (a) By personal delivery with a receipted copy of such delivery; (b) by certified or registered United States mail, return receipt requested, postage prepaid; or (c) by facsimile transmission with an original mailed by first class mail, postage prepaid, to the following addresses:

If to Seller/Landlord:

Santa Fe County Housing Authority  
ATTN: Katherine Miller, County Manager  
52 Camino de Jacobo  
Santa Fe, New Mexico 87504-0276

And:

Santa Fe County  
Attn: Stephen Ross, County Attorney  
102 Grant Avenue  
P.O. Box 276  
Santa Fe, New Mexico 87504-0276

If to Buyer/Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any such notice sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon delivery to the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice may not be sent by facsimile. Any party may change its address for purposes of this paragraph by giving notice to the other party and to Escrow Holder as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

**11. ASSIGNMENT.**

This Agreement shall be binding upon the parties hereto and their respective heirs, successors or representatives; provided, however, that this Agreement may not be assigned by either party without the prior express written consent of the other party.

**12. ENTIRE AGREEMENT.**

This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose.

**13. WAIVER.**

Failure of either party at any time or times to require performance of any of the provisions of this Agreement shall in no way affect its right to enforce the same, and a waiver by either party of any breach of any of the provisions of this Agreement shall not be construed to be a waiver by such party of any prior or succeeding breach of such provision or a waiver by such party of any breach of any other provision.

**14. HEADINGS AND CONSTRUCTION.**

The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with herein. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities contained herein against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this document.

**15. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. This Agreement shall be binding upon the parties only when a copy or a counterpart has been signed by each party and delivered to each other party. Signatures, copies and counterparts may be transmitted by mail, facsimile or overnight courier service and when so transmitted are as effective as if a manually-signed, original document had been delivered.

**16. APPLICABLE LAW, JURISDICTION AND VENUE.**

This Agreement shall, in all respects, be governed by and construed according to the laws of the State of New Mexico applicable to agreements executed and to be wholly performed therein.

**17. FURTHER DOCUMENTS.**

Each of the parties hereto shall, on and after the Closing Date, execute and deliver any and all additional papers, documents, instructions, assignments and other instruments, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of the parties hereto.

**18. SEVERABILITY.**

Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision hereof which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law and all other provisions hereof shall remain in full force and effect.

**19. NO OBLIGATION TO THIRD PARTIES; NO FIDUCIARY RELATIONSHIP OR DUTIES.**

The negotiation, execution, delivery and performance of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, to obligate either of the parties hereto to any person or entity other than each other, or to create any agency, partnership, joint venture, trustee or other fiduciary relationship or fiduciary duties between Buyer/Tenant and Seller/Landlord.

**20. CONSTRUCTION.**

For all purposes of interpretation or construction of this Agreement, the singular shall include the plural, the plural shall include the singular, and the neuter shall include the masculine and feminine. As used in this Agreement, the term "and/or" means one or the other or both, or any one or all, or any combination of the things or persons in connection with which the words are used; the term "person" includes individuals, partnerships, limited liability companies, corporations and other entities of any kind or nature; the terms "herein," "hereof" and "hereunder" refer to this Agreement in its entirety and are not limited to any specific provisions; and the term "including" means including, without any implied limitation.

**21. DATES OF PERFORMANCE.**

If under this Agreement the date upon which an event is scheduled to occur or the last date on which a party's performance of any obligation is required falls on a nonbusiness day, then such date shall be deemed to be the immediately following business day.

**22. TIME OF ESSENCE.**

Time is of the essence hereof and of all the terms, provisions, covenants and conditions hereof.

**23. FAIR HOUSING.**

Buyer/Tenant and Seller/Landlord understand that the Fair Housing Act and the New Mexico Human Rights Act prohibit discrimination in the sale or financing of housing on the basis of race, age, color, religion, sex, sexual orientation, gender identity, familial status, spousal affiliation, physical or mental handicap, serious medical condition, national origin or ancestry.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth herein.

**BUYER/TENANT:** \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

**SELLER/LANDLORD:**     **Santa Fe County Housing Authority**

\_\_\_\_\_  
Katherine Miller, County Manager

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

**Approved as to Form:**

\_\_\_\_\_  
Stephen C. Ross, County Attorney

**Acknowledgement**

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013,  
by \_\_\_\_\_ of Santa Fe County, New Mexico

My Commission Expires:

**Acknowledgement**

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013,  
by \_\_\_\_\_ of Santa Fe County, New Mexico

My Commission Expires:

**Acknowledgement**

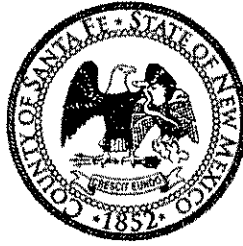
This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013,  
by \_\_\_\_\_ of Santa Fe County, New Mexico

My Commission Expires:

**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

**Date:** February 28, 2013

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

**From:** Steven Brugger, Affordable Housing Administrator *SRB*

**via:** Robert Griego, Planning Manager *RG*  
Penny Ellis-Green, Growth Management Director *PEO*

**Re:** Proposed Amendments to Down Payment Assistance Program Ordinance 2011-6 and Resolution 2010-190

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## **Background**

The Ordinances that enable down payment assistance to be provided are No. 2009-14, as amended by No. 2010-3 and No. 2011-6, the last of which is attached. The specific Section which applies to down payment assistance is Section 6 of the Ordinances. The New Mexico Mortgage Finance Authority (MFA) had previously approved Ordinance No. 2011-6.

The Resolutions that guide how the down payment assistance program is administered in compliance with the ordinances are Resolution No. 2010-40, as amended by Resolution No. 2010-115, and Resolution No. 2010-190, the last of which is attached. The Sections which apply to the down payment assistance program are Articles III, IV and V of the Regulations, which have not been approved by MFA.

Prior to submitting the regulations to MFA for review and approval, staff recommends that some changes be made in order to increase program effectiveness and targeting, stimulate usage of the program and promote new affordable housing construction. The changes that are proposed to Ordinance No. 2011-6 and Resolution No. 2010-190 are summarized herein.

If the BCC is amenable to the recommended changes, staff will work with Legal to create specific ordinance and resolution and regulation language to be incorporated into an amended (or new) Ordinance and Resolution (Regulations). The amended (or new) Ordinance and Resolution would first be submitted to MFA for approval, and then to the BCC for final approval.

## **Summary of Proposed Ordinance and Regulations Changes**

Subject to MFA review and potential additional changes, two ordinance changes are proposed for the down payment assistance program contained within Ordinance 2011-6 and fifteen changes are proposed for Regulations attached to Resolution 2010-190. They are described below.



### Ordinance Change #1

Staff has historically interpreted Sections 6A and 6E of Ordinance 2011-6 to mean that a commitment for down payment assistance cannot be given until the applicant provides a purchase contract and appraisal, along with the rest of the required application material. Although this rule provides certainty as to how the mortgage payment fits into the household budget which is submitted and reviewed, this requirement does limit utilization of the program. In most cases, failure to grant down payment assistance results in the termination of the purchase agreement. It would be better for the applicant to know up-front prior to entering into a purchase contract whether there is a down payment assistance commitment as well as knowing that a lender had provided a mortgage loan pre-approval and letter of commitment up to a specific loan amount, with stated rate and terms.

To address this problem, staff proposes that Sections 6A and 6E of Ordinance 2011-6 be changed so that an applicant has the option to submit an application for down payment assistance and receive a commitment for funding prior to their selecting a home. In such a scenario, the application for down payment assistance, all required proof of income information, credit report, financial statements, mortgage loan application, summary of mortgage loan commitment, household monthly budget, homebuyer education certification and other required information would be submitted, except for a purchase agreement and an appraisal.

Any commitment for down payment assistance approved prior to the applicant selecting a home would be conditioned upon the following: 1) Submittal of purchase contract and appraisal for Administrator review at least 30 days prior to Closing; 2) Actual purchase price and appraisal at or below County-specified maximum home purchase price limits and maximum loan-to-value limits; 3) Location of home in the County, outside of the limits of incorporated areas and compliance of home with all County and State code requirements; 4) Administrator review of updated applicant income and assets information if 90 days have expired from the date of the commitment letter, in order to determine continuing eligibility for the program; 5) Receipt of updated mortgage loan commitment with the same amount, rate and terms as offered in the original mortgage loan pre-approval and letter of commitment.

Once the applicant receives a mortgage loan preapproval and letter of commitment and a commitment for down payment assistance, the applicant would have a budget for home purchase and could then go shopping for a home within the designated budget. The down payment assistance commitment would be good for 180 days subject to a required additional review of applicant's income and asset information 90 days after the date of initial commitment, as well as the updated loan commitment from the first mortgage lender.

### Ordinance Change #2

In Ordinance 2011-6, Section 6C(2)(d), it is stated that "To be eligible to receive a Housing Assistance Grant as specified in paragraph A of this Section, a Qualifying Grantee must: ...be approved by the Administrator and, when applicable, the Board of County Commissioners."

Staff proposes that this Section be changed to reflect that the Qualifying Grantee must be approved by a Loan Review Committee, upon recommendation of the Administrator. The Regulations would state that

the Loan Review Committee shall have no fewer than 3 individuals, no greater than 5, and shall be designated by the County Manager.

#### Regulations Change #1

In Resolution No. 2010-190, Section 3.1.1(b), it is stated that down payment assistance “may be allowed up to \$20,000” for Income Range 1 (<65% of Area Median Income); “may be allowed up to \$15,000” for Income Range 2 (66% to 80% of Area Median Income); and “may be allowed up to \$10,000” for Income Range 3 (81% to 100% of Area Median Income).

Staff proposes that up to \$5,000 in down payment assistance be made available to Entry Market Buyers in Income Range 4 (101% to 120% of Area Median Income). In addition, staff proposes that for each of the income ranges, the maximum assistance that can be provided is the lesser of the amount listed or 20% of the purchase price, since this is the maximum lender requirement.

#### Regulations Change #2

In Section 3.1, staff proposes to add a new subsection requiring all applicants to complete homebuyer training from a certified homebuyer counseling organization prior to making application for assistance.

#### Regulations Change #3

In Section 3.1, staff proposes to add a new subsection which states that the applicant must make a minimum contribution at closing of 10% of any down payment assistance contributed by the County.

#### Regulations Change #4

In Section 3.1, staff proposes to add a new subsection which states that the maximum purchase price of a home eligible for down payment assistance is the maximum target home price for a four bedroom unit in Income Range 4, under the regulations of the County inclusionary zoning program set forth in Resolution 2010-189, as may be amended in the future.

#### Regulations Change #5

In Section 3.1, staff proposes to add a new subsection which states that the CLTV (combined loan to value) of all loans on the Property, including any deferred payment loans from the County, is less than 100% of the Property appraised value, using the lender’s appraisal.

#### Regulations Change #6

In Section 3.2.1, it states that “The annual gross income of an applicant for down payment assistance may not exceed 100% of the area median income”. Staff proposes that this be changed to “...may not exceed 120% of the area median income”. This allows moderate income buyers defined in the inclusionary zoning ordinance and regulations as “Entry Market Buyers” to be eligible for assistance.

#### Regulations Change #7

In Section 3.2, staff proposes to add a new subsection which states that eligible properties must be in compliance with all County and State codes, must be located in the County outside of incorporated

areas and may include single family detached and attached homes, including townhomes and condominiums, and may include modular homes and manufactured homes on permanent foundations on a legal lot owned by the applicant.

#### Regulations Change #8

In Section 3.2.3., staff proposes to add a sentence that states that an applicant cannot own real estate, other than the legal lot upon which the home is to be built/placed, at the time of application. Staff also proposes to reduce the asset limit from \$50,000 to \$25,000, after closing. This change in limit would also be inserted in Section 3.3.2. "Asset Limitations".

#### Regulations Change #9

In Section 3.4.2 "Eligible Financing", staff proposes to revise the language to state: "A Qualifying Grantee must finance the purchase of the home with a prime mortgage loan that meets the standards set by Fannie Mae or Freddie Mac and is eligible for purchase or securitization in the secondary mortgage market."

#### Regulations Change #10

In Section 3.5.3 "Application", staff proposes to revise Section 3.5.3 to include the following as additional required submittals: Uniform Residential Loan Application, Loan Summary of First Mortgage Loan Commitment, Family Budget, Homebuyer Education Certification, Purchase Agreement and Appraisal (may be supplied after conditional commitment is made).

#### Regulations Change #11

Staff proposes to insert a new subsection in Section 3.5 which states that approval of an application for down payment assistance shall be made by a Loan Review Committee, upon recommendation of the Administrator. The Loan Review Committee shall have no fewer than three individuals, no greater than five, and shall be designated by the County Manager.

#### Regulations Change #12

Staff proposes to insert a new subsection in Section 3.5 which states: "If an application is submitted without a purchase contract or appraisal, any approval and letter of commitment would be conditional, as the Loan Review Committee, upon recommendation of the Administrator, would provide conditions of approval which set limits on the applicant's maximum purchase price and minimum appraised value; requires the Property to be compliant with all County and State codes and located in the County but outside of incorporated areas, and which would require the applicant to submit a purchase contract and appraisal from a certified residential appraiser that proves that the conditions are met."

#### Regulations Change #13

Staff proposes to replace the existing Section 3.5.6 with the following language: "The letter of commitment would be valid for a period of six months after issuance, provided that if closing has not occurred within ninety days after the date of down payment assistance commitment, the Administrator would be provided with an updated loan commitment from the first mortgage lender with the same

terms as the initial mortgage loan preapproval and commitment and would be provided with updated income and asset information which would be used to verify that the applicant continues to be eligible for the program. This information would be reviewed by the Administrator within five business days. If the applicant continues to meet program eligibility requirements, the letter of commitment would remain in effect. If an eligibility requirement was violated, then the letter of commitment would be rescinded”.

#### Regulations Change #14

Staff proposes to add language to Section 4.1 which states that the affordability mortgage or lien shall contain all provisions necessary to fully comply with the Ordinance and with the provisions of the New Mexico Affordable Housing Act and MFA Rules and Regulations.

#### Regulations Change #15

Staff proposes to delete Section 5.2.4. relating to an appraisal, as this would now be covered in an earlier section.

#### **Fiscal Impact**

There will be no initial or long term expense or revenue attached to this item, even when it comes forward as an amended ordinance and resolution. The recommendations herein are for changes in process, rather than financial in nature.

#### **Staff Recommendation**

Direct staff to create either an amendment to Ordinance 2011-6 and amendment to Resolution 2010-190 which reflect these recommended changes, or in the alternative, create a new Ordinance and Resolution which applies only to the down payment assistance program. This Ordinance and Resolution would then be submitted to the BCC for final consideration, after receiving approval from the MFA.

#### **Attachments**

Exhibit 1: Ordinance No. 2011-6

Exhibit 2: Resolution No. 2010-190

EXHIBIT 1

THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY

ORDINANCE NO. 2011- 6

AN ORDINANCE AMENDING SECTION TWO, SECTION THREE, SECTION FOUR, SECTION FIVE, SECTION SIX, SECTION SEVEN, SECTION EIGHT, SECTION NINE, SECTION ELEVEN, SECTION TWELVE AND SECTION THIRTEEN OF ORDINANCE 2009-14 [AS AMENDED BY 2010-3] TO DEFINE THE SCOPE AND PURPOSE OF THE ORDINANCE; TO EXPAND AND ALIGN DEFINITIONS, ELIGIBILITY, PROTECTION OF COUNTY FUNDS AND LONG-TERM AFFORDABILITY WITH THE AFFORDABLE HOUSING ACT AND MORTGAGE FINANCE AUTHORITY RULES

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

**Section One.** Ordinance 2009-14 is hereby amended to delete the current Section Two (Statutory Authority) and substitute the following:

**“Section Two. Statutory Authority.** This Ordinance is enacted under the authority of Subsection E and F of Section 14 of Article IX of the New Mexico Constitution, the New Mexico Affordable Housing Act, Section 6-27-1 NMSA 1978 *et seq.*, the New Mexico Mortgage Finance Authority Affordable Housing Act Rules and is consistent with Goals, Policies and Quantifiable Objectives included in the Santa Fe County Affordable Housing Plan and the Santa Fe County Sustainable Growth Management Plan (SGMP) to compliment and assist other social, environmental and land use strategies in providing affordable housing for the low to moderate income workforce within Santa Fe County.”

**Section Two.** Ordinance 2009-14 is hereby amended to delete the current Section Three (Scope.) and substitute the following:

**“Section Three. Scope and Purpose.**

A. This Ordinance shall apply within the unincorporated areas of central and northern Santa Fe County shown on Attachment A to Ordinance No. 2006-02, [as amended] except that this Ordinance may, upon approval of the Board of County Commissioners, apply to affordable housing projects engaged in by Santa Fe County anywhere within the County.

B. The purpose of this Ordinance is to:

(1) Enable Santa Fe County to provide or pay for all or a portion of the costs of acquisition, development, construction, financing and operating associated with affordable housing initiatives;

(2) Allow for the donation of land for construction of affordable housing, building conversion or renovation into affordable housing or pay for the costs of infrastructure necessary to support affordable housing projects;

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(3) Establish procedures to ensure that Housing Assistance Grants are limited to projects that will provide affordable housing to low and moderate income households in areas of need as established by the County;

(4) Establish procedures to ensure that Housing Assistance Grantees are qualifying grantees who meet the requirements of the Act, the rules promulgated pursuant to the Act and this Ordinance both at the time of the award and throughout the term of any grant or loan awarded under this Ordinance;

(5) Establish an application and evaluation process to authorize the County to select Qualifying Grantees;

(6) Require long-term affordability of the County's affordable housing program so that a project cannot be sold shortly after completion and taken out of the affordable housing market to ensure a quick profit for the qualifying grantee;

(7) Require that the Qualifying Grantee enter into a contract with the County consistent with the Act, which contract shall include remedies and default provisions in the event of the unsatisfactory performance by the Qualifying Grantee;

(8) Require that a Housing Assistance Grant for a project impose contractual obligation on the Qualifying Grantee that the Affordable Housing Units in any project be occupied by persons of low or moderate income;

(9) Provide for adequate security against loss of public funds or property in the event that the Qualifying Grantee abandons or otherwise fails to complete the project;

(10) Require review and approval of a Housing Assistance Grant project budget by the County before any expenditure of grant funds or transfer of granted property; and

(11) Provide definitions of "low income" and "moderate income" and setting out requirements for verification of income levels.

**Section Three.** Ordinance 2009-14 is hereby amended to delete the current Section Four (Definitions.) and substitute the following:

**"Section Four. Definitions.**

A. "Administrator" means the Affordable Housing Administrator.

B. "Affordable Housing" and "Affordable Housing Unit" means residential housing primarily for Persons and Households of Low or Moderate Income.

C. "Affordable Housing Agreement" means the agreement required by Sections 4(D), 4(F) and 6(B)(2) of Ordinance No. 2006-02, as amended, and the Regulations promulgated pursuant thereto.

D. "Affordable Housing Fund" means the fund established in Ordinance 2006-02, as amended, whose sole purpose is to support Affordable Housing within Santa Fe County.

E. "Affordability Period" means the duration of the Affordability Period, which shall comply with the long-term affordability restriction requirements of the New Mexico Mortgage Finance Authority Affordable Housing Act Rules.

F. "Applicant" means an individual who applies for assistance to pay for all or a portion of the costs of acquisition, development, construction, financing and operating associated with affordable housing initiatives or requests the donation of land for construction of affordable housing, building conversion or renovation into affordable housing or requests assistance for the costs of infrastructure necessary to support affordable housing projects.

G. "Area Median Income" (AMI) means the median income for the Santa Fe Metropolitan Statistical Area as adjusted for various household sizes and published and revised periodically by the U.S. Department of Housing and Urban Development (HUD).

H. "Assistance" is a Housing Assistance Grant issued under authority of this Ordinance.

I. "Building" means a structure capable of being renovated or converted into affordable housing or a structure that is to be demolished and is located on land donated for use in connection with an affordable housing project.

J. "Eligible Buyer" shall mean the purchaser of an Eligible Housing Unit whose annual adjusted gross income is no more than eighty percent (80%) of the Area Median Income, adjusted for household size.

K. "Eligible Housing Unit" shall have the meaning assigned in Ordinance No. 2006-02, as amended.

L. "Entry Market Buyer" shall have the meaning assigned in Ordinance No. 2006-02, as amended, adjusted for household size.

M. "Housing Assistance Grant" means the donation, provision or payment by the County pursuant to this Ordinance and Section 6-27-1 NMSA 1978 et seq. of: (i) land for the construction on the land of affordable housing; (ii) the costs of converting or renovating an existing building into affordable housing; (iii) the costs of financing of infrastructure necessary to support affordable housing projects; or (iv) the costs of acquisition, development, construction, financing, operating or owning affordable housing.

N. "Infrastructure" means Infrastructure Improvement and Infrastructure Purpose.

O. "Infrastructure Improvement" includes, but is not limited to:

- (1) sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge;
- (2) drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge;
- (3) water systems for domestic purposes, including production, collection, storage, treatment, transport, delivery, connection and dispersal;
- (4) areas for motor vehicle use for road access, ingress, egress and parking;

- (5) trails and areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for road access, ingress, egress and parking;
- (6) parks, recreational facilities and open space areas for the use of residents for entertainment, assembly and recreation;
- (7) landscaping, including earthworks, structures, plants, trees and related water delivery systems;
- (8) electrical transmission and distribution facilities;
- (9) natural gas distribution facilities;
- (10) lighting systems;
- (11) cable or other telecommunications lines and related equipment;
- (12) traffic control systems and devices, including signals, controls, markings and signs;
- (13) inspection, construction management and related costs in connection with the furnishing of the items listed in this subsection; and
- (14) heating, air conditioning and weatherization facilities, systems or services, and energy efficiency improvements that are affixed to real property.

P. "Infrastructure Purpose" means:

- (1) planning, design, engineering, construction, acquisition or installation of infrastructure, including the costs of applications, impact fees and other fees, permits and approvals related to the construction, acquisition or installation of the infrastructure;
- (2) acquiring, converting, renovating or improving existing facilities for infrastructure, including facilities owned, leased or installed by the owner;
- (3) acquiring interests in real property or water rights for infrastructure, including interests of the owner; and
- (4) incurring expenses incident to and reasonably necessary to carry out the purposes specified in this subsection.

Q. "Low Income Person or Household" means a person or household whose income does not exceed 80% of the Area Median Income, adjusted for household size.

R. "MFA" and "MFA Rules" means the New Mexico Mortgage Finance Authority and the Mortgage Finance Authority Affordable Housing Act Rules adopted by the New Mexico Mortgage Finance Authority's Board of Directors.

S. "Moderate Income Person or Household" means a person or household whose income does not exceed 120% of the Area Median Income, adjusted for household size.

T. "Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture or any legal or commercial entity.

U. "Qualifying Grantee" means:

- (1) a person of low or moderate income who is qualified to receive assistance pursuant to the Act, MFA Rules, this Ordinance and is approved by the Administrator to receive assistance; or
- (2) a governmental housing agency, regional housing authority, tribal housing agency, corporation, limited liability company, partnership, joint venture, syndicate, association or a non-profit organization that:



- (a) is organized under State or local laws and can provide proof of such organization;
- (b) if a non-profit organization the primary mission must be to provide housing or housing-related services to Persons of Low or Moderate Income, must have received a 501(c)(3) designation prior to applying and has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;
- (c) if a non-individual applicant the organization must have a functioning accounting system that is operating in accordance with generally accepted accounting principles or has designated an entity that will maintain such accounting system, have among its purposes significant activities related to providing housing or services to Persons or Households of Low or Moderate Income; and evidence or certification that the applicant has no significant outstanding or unresolved monitoring findings from the County, the MFA, or its most recent independent financial audit, or if it has any such findings, it has a certified letter from the County, the MFA, or auditor stating that the findings are in the process of being resolved; and
- (d) is approved by the Administrator.

V. "The Act" means the New Mexico Affordable Housing Act, Section 6-27-1 NMSA 1978, *et seq.*

W. "Third Party Assistance" means funding provided by the State of New Mexico, the United States (or an instrumentality of the United States), or a federal home loan bank, so long as the assistance is approved by the Affordable Housing Administrator.

X. "Regulations" means the regulations adopted and amended by the Board of County Commissioners of Santa Fe County to carry out the provisions of the Affordable Housing Assistance Ordinance.

Y. "Relation by blood or marriage within the third degree" includes spouse, domestic partner, parent, mother-in-law, father-in-law, step-parent, children, domestic partner children, son-in-law, daughter-in-law, step-child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandparent, grandchild, uncle, aunt, nephew, niece, great-grandchild, and great-grandparent."

**Section Four.** Ordinance 2009-14 is hereby amended to delete the current Section Five (Grants of Property, an Existing Building, or Infrastructure.) and substitute the following:

**"Section Five. Grants of Property, an Existing Building, or Infrastructure.**

A. A person that provides Affordable Housing as required by Santa Fe County Ordinance No. 2006-02 may apply to the Administrator to receive a Housing Assistance Grant consisting of a donation of land for the construction on the land of affordable housing, for the costs of converting or renovating an existing building into affordable housing, or the costs or infrastructure necessary to support affordable housing projects.

B. To be eligible to receive a Housing Assistance Grant as specified in paragraph A of this Section, the Qualifying Grantee, as defined under Section Four Definitions, must meet all the requirements established by the County pursuant to the

Affordable Housing Act, Section 6-27-1 NMSA 1978, et seq., the MFA Rules and this Ordinance .

C. Applicant Eligibility and Qualifying Grantee Requirements.

(1) To be eligible to receive a Housing Assistance Grant as specified in paragraph A of this Section, a Qualifying Grantee who is not an individual must:

(a) have a functioning accounting system that is operating in accordance with generally accepted accounting principles or has designated an entity that will maintain such accounting system consistent with generally accepted accounting principles;

(b) have among its purposes significant activities related to providing housing or services to low- or moderate-income persons or households; and

(c) if it has significant outstanding or unresolved monitoring findings from either the MFA or its most recent independent financial audit, have a certified letter from the MFA or auditor stating that the findings are in the process of being resolved;

(2) If the Qualifying Grantee is a corporation, the corporation must be in good standing with the Public Regulation Commission, Corporations Bureau or, if a foreign corporation, the corporation must be registered with the Public Regulation Commission, Corporations Bureau, to do business in the State of New Mexico; and

(3) if a not-for profit corporation:

(a) the primary mission must be to provide housing or housing-related services to Persons of Low or Moderate Income;

(b) must have received a 501(c)(3) designation from the Internal Revenue Service prior to applying; and

(c) no part of net earnings inure to the benefit of any member, founder, contributor, or individual;

D. Affordable Housing Funds and Housing Assistance Grants pursuant to this Section shall be limited to the amount set forth in Sec. 5(F) of this Ordinance, or the fair market value of property or infrastructure as established by an appraisal, whichever is less.

E. Affordable Housing Funds and Housing Assistance Grants pursuant to this Section for the costs of infrastructure necessary to support affordable housing projects shall be tendered only after completion of the infrastructure that is the subject of the Affordable Housing Fund or Housing Assistance Grant, and only after construction of Affordable Housing Units served by the infrastructure commences.

F. The maximum Affordable Housing Funds and Housing Assistance Grants authorized under this Section shall be limited to Ten Thousand Dollars (\$10,000.00) for each Affordable Housing Unit provided.

G. Affordable Housing Funds and Housing Assistance Grants authorized pursuant to this Section shall be in addition to any incentive set forth in Ordinance No. 2006-02.

H. Affordable Housing Funds and Housing Assistance Grants awarded pursuant to this Section shall be in accordance with the Act, MFA Rules and this Ordinance as follows:

(1) The Qualifying Grantee shall enter into one or more contracts with the County, which contract(s) shall include remedies and default provisions in the event of the unsatisfactory performance by the Qualifying Grantee;

(2) The Qualifying Grantee shall execute documents, which will provide adequate security against the loss of public funds or property in the event the qualifying grantee abandons or fails to complete the affordable housing project, and which shall further provide, as may be permitted by law, for the recovery of any attorney fees and costs which the County may incur in enforcing the provisions of the Act, MFA Rules, this Ordinance and/or any agreement entered into by the County and the Qualifying Grantee, and which documents may include, but are not limited to, the following: note, mortgage, loan agreement, land use restriction agreement, restrictive covenant agreements and/or any other agreement which the County shall require in order to allow for any funds which the Qualifying Grantee may receive under the Affordable Housing Funds or Housing Assistance Grant to be adequately secured and to allow the County to ensure that such funds shall be utilized by the Qualifying Grantee in accordance with the Act, MFA Rules and this Ordinance as follows;

(3) The Qualifying Grantee shall be required to abide by a reasonable performance schedule and performance criteria that the County, in its discretion, may establish;

(4) Qualifying grantees shall agree that they shall maintain any land or buildings received as a housing assistance grant as either single-family or multi-family affordable housing in accordance with the Act, the MFA Rules and this Ordinance or as a facility which provides housing related services to persons of low or moderate income in accordance with the Act, the MFA Rules and this Ordinance (as applicable) for the duration of the affordability period, as defined in Section Nine, paragraph F; and

(5) In calculating the affordability period for Housing Assistance Funds or Housing Assistance Grants of either land or buildings, the fair market value of the land or buildings or the costs of infrastructure at the time of the donation by the County shall apply.

I. The note, mortgage, loan agreement, land use restriction agreement, restrictive covenant agreement and/or any other agreements shall be in the form prescribed by the county attorney, shall require the agreement to be governed by the laws of the State of New Mexico, that the exclusive forum for any litigation arising out of or related to the agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico and shall be duly executed and recorded in the office of the Santa Fe County Clerk prior to the commencement of any work contemplated under this Ordinance.

J. Qualifying Grantee shall submit to, and the County shall cause to be made, such examinations of the books and records of each Qualifying Grantee as the County deems necessary or appropriate to determine the Qualifying Grantee's compliance with the terms of the Act, the MFA Rules, this Ordinance and any contracts between the Qualifying Grantee and the County. The County may require each Qualifying Grantee to pay the costs of any such examination."

**Section Five.** Ordinance 2010-3 amending Ordinance 2009-14 is hereby repealed.

**Section Six.** Ordinance 2009-14 is hereby amended to delete the current Section Six (Grants of All or a Portion of the Costs of Acquisition, Development, Construction, Financing, Operation or Owning Affordable Housing.) and substitute the following:

**"Section Six. Grants of All or a Portion of the Costs of Acquisition, Development, Construction, Financing, Operation or Owning Affordable Housing.**

A. Each Qualifying Grantee who purchases an Affordable Housing Unit may receive a Housing Assistance Grant of down payment assistance to help pay the costs of acquisition, development, construction, financing, operating or owning affordable housing. Down payment assistance shall be available only upon the closing of permanent financing of the Affordable Housing Unit, and shall not be available upon the closing of temporary or construction financing.

B. Each Housing Assistance Grant issued pursuant to paragraph A of this Section shall be made at the closing of a purchase of an Affordable Housing Unit shall not exceed the sum of Twenty Thousand Dollars (\$20,000) and shall be in compliance with the Affordable Housing Act, the MFA Rules and this Ordinance.

C. Applicant Eligibility and Qualifying Grantee Requirements.

(1) Only one Housing Assistance Grant issued pursuant to this Section may be issued to a Qualifying Grantee.

(2) To be eligible to receive a Housing Assistance Grant as specified in paragraph A of this Section, a Qualifying Grantee must:

- (a) submit a complete application to the administrator;
- (b) qualify as a Low or Moderate Income Person or Household;
- (c) meet the requirements specified in the Affordable Housing Regulations; and
- (d) be approved by the Administrator and, when applicable, the Board of County Commissioners.

D. In accordance with the Act, MFA Rules and this Ordinance:

(1) Each Housing Assistance Grant issued pursuant to paragraph A of this Section shall be secured by a note, mortgage, loan agreement, land use restriction agreement, restrictive covenant agreement and/or any other agreement(s) which the County may require in the amount of the Housing Assistance Grant for the duration of the Affordability Period.

(2) The agreement(s) which the County may require shall:

- (a) require the Qualifying Grantee to occupy the Affordable Housing Unit as a primary residence for the duration of the Affordability period;
- (b) provide adequate security against the loss of public funds or property in the event the Qualifying Grantee fails occupy the Affordable Housing Unit as a primary residence;
- (c) provide for the recovery of any attorney fees and costs which the County may incur in enforcing the provisions of the Act, the MFA Rules, this Ordinance and/or any agreement entered into by the County and the Qualifying Grantee, as may be permitted by law;
- (d) require the agreement to be governed by the laws of the State of New Mexico, that the exclusive forum for any litigation arising out of or related to the agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe

County, New Mexico and shall be duly executed and recorded in the office of the Santa Fe County Clerk as a condition precedent to receiving the Housing Assistance Grant; and

(e) any other provision that the County determines is necessary to ensure that such funds shall be utilized by the Qualifying Grantee in accordance with the Act, the MFA Rules and this Ordinance.

(3) During the Affordability Period the Qualifying Grantee may only sell or transfer the Affordable Housing Unit to an Eligible Buyer or an Entry Market Buyer.

E. Persons desiring to receive a Housing Assistance Grant pursuant to paragraph A of this Section may pre-qualify for such assistance by filing an application with the Administrator. If the applicant appears to qualify for a grant at the time of application, the Administrator may certify the person as a potential Qualifying Grantee. A copy of such certificate may be provided to the MFA, upon its request. The certification shall be valid for one year except that after six months a person shall be required to update the application. Upon making an application pursuant to this Ordinance, the potential Qualifying Grantee shall certify, in writing, that there have been no material changes in any of the information or documentation provided or representations made. The Administrator, in his or her discretion, may request that additional information be provided notwithstanding the previous certification as a potential Qualifying Grantee. Certification as a potential Qualified Grantee does not guarantee that the potential Qualifying Grantee shall be approved by the County as a Qualifying Grantee or that any application submitted by the potential Qualifying Grantee is complete or otherwise in compliance with the Affordable Housing Act, MFA Rules, this Ordinance and Regulations pursuant to the Ordinance or that the potential Qualifying Grantee shall be awarded any Affordable Housing Funds or a Housing Assistance Grant."

**Section Seven.** Ordinance 2009-14 is hereby amended to delete the current Section Seven (Application Process.) and substitute the following:

**"Section Seven. Application Process.**

A. Housing Assistance Grants for Property, Existing Buildings, or Infrastructure.

(1) To obtain a Housing Assistance Grant pursuant to Sec. 5 of this Ordinance, the applicant must submit an application and a detailed budget that describes the uses of proposed grant, including the items required to be submitted pursuant to this subsection. The application shall be made on a form provided by the Administrator. The County in its discretion may issue one or more RFP's to solicit applications from applicants or shall otherwise identify a qualifying grantee for the use of Affordable Housing Funds or Housing Assistance Grants to be awarded, loaned, donated or otherwise provided under the Act, the MFA Rules and this Ordinance. An RFP shall require, but not be limited to, the information required in subsection (2) below.

(2) The application shall include all information required by the Regulations established pursuant to Sec. 8, herein, including, but not limited to, the following information:

(a) A narrative that describes the nature, scope and the need, as identified in the Santa Fe County Affordable Housing Plan, of the Affordable Housing Project envisioned by the applicant, and that describes the type and amount of assistance requested;

(b) An executive summary and project narrative including, but not limited to, the following:

- (i) the financial and management stability of the applicant;
- (ii) the demonstrated commitment of the applicant to the community;
- (iii) the cost-benefit analysis of the project proposed by the applicant;
- (iv) the benefits to the community of a proposed project;
- (v) the type or amount of assistance to be provided;
- (vi) the scope of the affordable housing project;
- (vii) the substantive or matching contribution by the applicant to the proposed project; and
- (viii) a performance schedule with performance criteria.

(c) Relevant information concerning the applicant (organization structure, status, goals and objectives of the organization, accounting system, and other requirements set forth in Section 5 of this Ordinance, together with supporting documentation);

(d) A detailed budget for the proposed project that includes sources and uses of funds;

(e) A recent financial statement and audit, as applicable;

(f) A list, as applicable, of current board members, principals, key executive staff and an organizational chart;

(g) A copy of the Affordable Housing Agreement and Donation Agreement, as appropriate;

(h) A statement of the experience of the applicant developing, financing or managing Affordable Housing projects;

(i) A verification signed by the applicant that the information provided, under penalty for perjury, is true and correct to the best of the applicant's knowledge and belief;

(j) All information required by this Ordinance and the Affordable Housing Regulations;

(k) Other information required by the Administrator which shall clearly evidence the need for the subsidy, that the value of the housing assistance grant reduces the housing costs to persons of low or moderate income, and that there is or will be a direct benefit from the project proposed by the Applicant to the community and/or purported beneficiaries of the project, consistent with the provisions of the Act.

(3) If the application is made in the context of a request for proposals issued by the County, then the applicant shall be submitted and processed according to the instructions set forth in the request for proposals. Otherwise, the Administrator shall review a pending application and make a finding whether the application conforms to this Ordinance and Ordinance No. 2006-02, and whether the application is complete and approvable.

(4) If the Administrator makes a finding that the application is complete and approvable, the Administrator shall prepare a staff analysis of the application and shall make a recommendation concerning the application to the Board of County Commissioners.

(5) The application shall be presented to the Board of County Commissioners for final action. The Board may approve the application, approve the application with conditions or modifications, or may deny the application, in its absolute discretion.

(6) In making its decision, the Board of County Commissioners shall consider whether the application conforms to the Act, Ordinance No. 2006-02, this Ordinance, the Affordable Housing Regulations, and any applicable directive of the Administrator, whether the proposed project will provide Affordable Housing to Low- or Moderate-Income Persons or Households, whether the applicant is likely to be able to complete the project described in the application, and whether the proposed grant will assist in the creation of Affordable Housing and will benefit the community and the purported beneficiaries.

(7) The Administrator shall provide a copy of the decision and relevant documents to the applicant and to the MFA.

(8) Following approval of the application, the applicant shall execute a Donation Agreement concerning the proposed project, or, alternatively, enter into an amendment containing the same material to an existing Affordable Housing Agreement. The agreement shall require the applicant to obtain adequate security against loss of public funds or property in the project is not completed, shall provide a construction schedule, shall provide for auditing and inspection of books and records pertaining to the project, and will only authorize payment on a reimbursement basis.

B. Grants of All or a Portion of the Costs of Acquisition, Development, Construction, Financing, Operating or Owning Affordable Housing.

(1) To obtain a Housing Assistance Grant pursuant to Sec. 6 of this Ordinance, the applicant must submit an application and supporting material which shall clearly evidence the need for the subsidy, that the value of the housing assistance grant reduces the housing costs to person(s) of low or moderate income, and that there is or will be a direct benefit to the community and/or purported beneficiaries, consistent with the provisions of the Act. The application shall be made on a form approved by the Administrator. Supporting material required by this Ordinance, the Affordable Housing Regulations, and the Administrator, shall be attached.

(2) Each applicant for a Housing Assistance Grant shall agree, in a written agreement, to maintain the property in good repair and to keep current any mortgages or notes on the property for so long as the applicant owns the property or the duration of the Affordability Period, whichever is shorter.

(3) If the Administrator makes a finding that the application is complete and the proposed grantee is a Qualifying Grantee and complies with the requirements established by the Affordable Housing Act, Section 6-27-1 NMSA 1978 et seq., the MFA Rules and this Ordinance the Administrator may approve the grant.

(4) The Administrator shall provide a copy of the decision and relevant documents to the applicant and to the MFA.

(5) Following approval of the application, the applicant shall execute liens, mortgages or other documents required by this Ordinance and Ordinance No. 2006-02, as a condition precedent to receiving the Housing Assistance Grant."

**Section Eight.** Ordinance 2009-14 is hereby amended to delete the current Section Eight (Rules and Regulations.) and substitute the following:

**"Section Eight. Affordable Housing Regulations.**

A. The Administrator shall recommend and present to the Board of County Commissioners proposed amendments to the Affordable Housing Regulations to implement the provisions of this Ordinance.

B. The regulations shall include the following:

- (1) procedures to ensure that Qualifying Grantees meet the requirements of the Affordable Housing Act, the MFA Rules, and this Ordinance at the time of the award and complies with all agreements required by the County throughout the Affordability Period;
- (2) an application and award timetable for Housing Assistance Grants to permit the selection of the potential Qualifying Grantees prior to January of the year in which the grants would be made;
- (3) procedures to review and process the application, including an independent evaluation of the :
  - (a) financial and management stability of the applicant;
  - (b) demonstrated commitment of the applicant to the community;
  - (c) cost-benefit analysis of the project proposed by the applicant;
  - (d) benefits to the community of a proposed project;
  - (e) type or amount of assistance to be provided;
  - (f) scope of the affordable housing project;
  - (g) substantive or matching contribution by the applicant to the proposed project;
  - (h) a performance schedule for the Qualifying Grantee with performance criteria; and
  - (i) the requirements for verification of an applicant's or other intended beneficiaries income level;
- (4) an acknowledgment that a Housing Assistance Grant imposes a contractual obligation on the Qualifying Grantee that the Affordable Housing provided pursuant to the Affordable Housing Act and Ordinance No. 2006-02 is to be occupied by low- or moderate-income households;
- (5) provisions for adequate security against the loss of public funds or property in the event that a Qualifying Grantee abandons or otherwise fails to complete a project;
- (6) a requirement for review and approval of a Housing Assistance Grant project budget before any expenditure of grant funds or transfer of granted property;
- (7) a requirement that, unless the period is extended for good cause shown or the Administrator has authority to approve an application pursuant to Section 7(B), the County shall place the application on an agenda of the Board within forty-five (45) days of the date of receipt of an application that the County deems to be complete and, if not placed upon an agenda of the Board within forty-five (45) days, the application shall be deemed approved;
- (8) a requirement that a condition of Housing Assistance Grant approval be proof of compliance with all applicable state and local laws, rules and ordinances;
- (9) provisions setting out requirements for verification of income levels of applicants; and
- (10) a requirement that the Donation Agreement or Affordable Housing Agreement or other agreement with a Qualifying Grantee is consistent with the Affordable Housing Act, the MFA Rules, this Ordinance and includes remedies and default provisions in the event of the unsatisfactory performance by the Qualifying Grantee."

**Section Nine.** Ordinance 2009-14 is hereby amended to delete the current Section Nine (Limitation.) and substitute the following:



**"Section Nine. Limitation, Administration and Long-Term Affordability.**

A. Affordable Housing Grants pursuant to this Ordinance shall be subject to the availability of funds budgeted by the Board of County Commissioners for the purpose of providing grants pursuant to this Ordinance.

B. The Administrator shall administer the Affordable Housing Assistance Ordinance.

C. Pursuant to Section 6-27-7 NMSA 1978 and the MFA Rules Section 4, this Ordinance and any amendments of this Ordinance, along with other required documentation, shall be submitted to the MFA for review no less than forty-five days prior to enactment to ensure compliance with the Act, the MFA Rules and the Santa Fe County Affordable Housing Plan 2009 and the Santa Fe County Sustainable Growth Management Plan (SGMP). Within fifteen days after enactment of this Ordinance, a certified true copy shall be submitted to the MFA.

D. Qualifying Grantees shall provide the County with any certifications or other proof that it may require in order for the County to confirm that the Qualifying Grantee's proposed project is in compliance with all applicable federal, state and local laws, rules and ordinances.

E. The development, construction, occupancy and operation of an Affordable Housing program or an Affordable Housing project financed or assisted under the Act, the MFA Rule and this Ordinance shall be undertaken in a manner consistent with principles of nondiscrimination and equal opportunity, and the County shall require compliance by all Qualifying Grantees with all applicable federal and state laws and regulations relating to nondiscrimination and equal opportunity.

F. Pursuant to the MFA Rules, the long-term Affordability Period for Housing Assistance Grants awarded under this Ordinance shall be as follows:

- (1) \$1 to \$14,999 shall be for five (5) years;
- (2) \$15,000 to \$39,999 shall be for ten (10) years;
- (3) \$40,000 to \$100,000 shall be for fifteen (15) years; and
- (4) \$100,001 or greater shall be for twenty (20) years.

G. The County may hold any award of Affordable Housing Funds or any Housing Assistance Grant made by the County in suspense pending the award of the issuance by the County of any RFP, or pending the award of the Affordable Housing Funds or of the Housing Assistance Grant by the County to the Qualifying Grantee without the issuance of an RFP by the County."

**Section Ten.** Ordinance 2009-14 is hereby amended to delete the current Section Eleven (Budget.) and substitute the following:

**"Section Eleven. Budget.**

A. Any and all Housing Assistance Grants made pursuant to this Ordinance shall become final only following approval by the Board of County Commissioners of a

budget that includes the proposed grant funds. From time to time and at least annually, the Administrator shall submit a budget to the Board of County Commissioners for consideration and approval.

B. Matching of Affordable Housing Grants may be made from local, private or federal funds either through direct participation with a federal agency pursuant to federal law or through indirect participation through programs of the MFA."

**Section Eleven.** Ordinance 2009-14 is hereby amended to delete the current Section Twelve (Review of the New Mexico Mortgage Finance Authority.) and substitute the following:

**"Section Twelve. Affordable Housing Requirements.**

A. All Affordable Housing funds and Housing Assistance Grants awarded under this Ordinance are to be used by the Qualifying Grantee for the benefit of persons of low or moderate income subject to the provisions of the Act, the MFA Rules and this Ordinance.

B. Single-Family Property: Qualifying grantees shall agree that they shall maintain any single-family property which has been acquired, rehabilitated, weatherized, converted, leased, repaired, constructed, or which property has otherwise benefited from Affordable Housing Funds or a Housing Assistance Grant, including, but not limited to, any loans which have been repaid with Affordable Housing Funds and which loans previously were secured by such properties, as affordable housing for so long as any or all of the Affordable Housing Funds or Housing Assistance Grant which have been awarded, loaned, or otherwise conveyed to the Qualifying Grantee are unpaid and outstanding or the duration of the Affordability Period, whichever is longer.

C. Multi-Family Property:

(1) Single Apartment within a Multi-Family Property: Qualifying Grantee shall agree that, if any single apartment is to be rehabilitated, weatherized, converted, leased, repaired, constructed, or otherwise are to benefit from Affordable Housing Funds or a Housing Assistance Grant, those apartments shall be leased to persons of Low or Moderate Income at the time of any such award. Qualifying Grantees, who are the landlords and/or owners of such properties, shall further agree to contribute at least sixty percent (60%) of the cost of the rehabilitation, weatherization, conversion, lease, repair, and/or construction. Qualifying Grantees also shall agree that the persons of Low or Moderate Income, who are tenants of those apartments, shall be allowed to remain tenants for so long as there are no uncured defaults by those tenants under their respective leases and provided that there is no just cause for the landlord to terminate any lease agreement with those tenants for so long as any or all of the Affordable Housing Funds or Housing Assistance Grant which have been awarded, loaned, or otherwise conveyed to the qualifying grantee are unpaid and outstanding or the duration of the Affordability Period, whichever is longer.

(2) Multiple Apartments: Qualifying Grantees shall agree that, if multiple apartments or an entire multi-family property are to be acquired, rehabilitated, weatherized, converted, leased, repaired, constructed, or otherwise are to benefit from Affordable Housing Funds or a Housing Assistance Grant, including, but not limited to, any loans which have been repaid with Affordable Housing Funds or Housing Assistance Grant and which loans previously were secured by such properties, they shall maintain

not less than sixty percent (60%) of the housing units as Affordable Housing for so long as any or all of the Affordable Housing Funds or Housing Assistance Grant which have been awarded, loaned, or otherwise conveyed to the qualifying grantee are unpaid and outstanding or the duration of the Affordability Period, whichever is longer.

(3) Nonresidential Property: Qualifying Grantees shall agree that they shall maintain any nonresidential property which has been acquired, rehabilitated, weatherized, converted, leased, repaired, constructed, or which property has otherwise benefited from Affordable Housing Funds or a Housing Assistance Grant, including, but not limited to, any loans which have been repaid with Affordable Housing Funds or a Housing Assistance Grant and which loans previously were secured by such properties, as a facility which provides housing related services to persons of Low or Moderate Income for so long as any or all of the Affordable Housing Funds or Housing Assistance Grant which have been awarded, loaned, or otherwise conveyed to the qualifying Grantee are unpaid and outstanding or the duration of the Affordability Period, whichever is longer."

**Section Twelve.** Ordinance 2009-14 is hereby amended to delete the current Section Thirteen (Effective Date.) and substitute the following:

**"Section Thirteen. Effective Date.** This Ordinance shall become effective thirty days after recordation pursuant to Section 4-37-1 NMSA 1978 et seq."

PASSED AND ENACTED THIS 27 DAY OF SEPT, 2011.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY.

By Virginia Vigil  
Virginia Vigil, Chair

ATTEST:  
Valerie Espinoza  
Valerie Espinoza, Santa Fe County Clerk

APPROVED AS TO FORM:  
Stephen C. Ross for  
Stephen C. Ross, Santa Fe County Attorney



COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss  
BCC ORDINANCE  
PAGES: 15

I Hereby Certify That This Instrument Was Filed for  
Record On The 28TH Day Of September, 2011 at 03:08:06 PM  
And Was Duly Recorded as Instrument # 1646487  
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Valerie Espinoza  
Deputy County Clerk, Santa Fe, NM

Exhibit 2

SANTA FE COUNTY

Resolution No. 2010-190

A RESOLUTION AMENDING THE HOUSING ASSISTANCE  
REGULATIONS

WHEREAS, Santa Fe County Ordinance No. 2010-3 ("Housing Assistance Ordinance") provides for the provision of donation of land, donations of existing buildings for the conversion or renovation into affordable housing, payment of the cost of infrastructure necessary to support affordable housing projects in Santa Fe County, and or making of housing assistance grants; and


WHEREAS, the Housing Assistance Ordinance requires the Board of County Commissioners of the County of Santa Fe amend, by resolution, Housing Assistance Regulations addressing certain matters identified in the Housing Assistance ordinance.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of the County of Santa Fe hereby adopts the Housing Assistance Regulations attached hereto as Exhibit A, and such regulations shall be effective immediately upon their recording with the Santa Fe County Clerk.

PASSED, APPROVED AND AMENDED this 26<sup>th</sup> day of October, 2010.

BOARD OF COUNTY COMMISSIONERS



  
Harry B. Montoya, Chairperson



  
Valerie Espinoza, County Clerk

APPROVED AS TO FORM:

  
Stephen C. Ross  
County Attorney

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

BCC RESOLUTIONS  
PAGES: 21

I Hereby Certify That This Instrument Was Filed for  
Record On The 28TH Day Of October, 2010 at 10:48:30 AM  
And Was Duly Recorded as Instrument # 1615293  
Of The Records Of Santa Fe County

Deputy  Witness My Hand And Seal Of Office  
Valerie Espinoza  
County Clerk, Santa Fe, NM

SFC CLERK RECORDED 10/28/2010

**Santa Fe County**

**Housing Assistance Regulations**

**Article I**

**Short Title, Authority, Effective Date, Purpose**

**1.1 Short Title.** These Regulations shall be known as the "Santa Fe County Housing Assistance Regulations."

**1.2 Authority.** These Regulations are adopted by the Board of County Commissioners of Santa Fe County pursuant to Santa Fe County Ordinance No. 2009-14, as amended (hereinafter referred to as the "Housing Assistance Ordinance").

**1.3 Effective Date.** These Regulations shall become effective immediately upon their filing with the Santa Fe County Clerk.

**1.4 Purpose.** These Regulations are adopted for the following purposes:

1.4.1. To provide increased housing opportunities within the unincorporated areas of Santa Fe County.

1.4.2. To provide requirements, procedures, forms and guidance that the Housing Assistance Ordinance requires to be promulgated with the Housing Assistance Regulations.

1.4.3. Establishing internal controls to ensure proper administration of the Housing Assistance Ordinance as well as to provide safeguards for asset management.

**1.5 Definitions.** Capitalized words herein shall have the meaning assigned by Santa Fe County Ordinance No. 2009-14 and Ordinance No. 2006-02.

**Article II**

**Housing Assistance Grants for Property, an Existing Building, or Infrastructure**

**2.1. General Criteria.**

2.1.1. A person that provides Affordable Housing as established by Santa Fe County Ordinance No. 2006-02 may apply to the Affordable Housing Administrator to receive a Housing Assistance Grant consisting of a donation of land for the construction on the land of affordable housing, for the costs of converting or renovating an existing building into affordable housing, or the costs of infrastructure necessary to support affordable housing projects.

2.1.2. To be eligible to receive a Housing Assistance Grant, the Qualifying Grantee must meet applicable requirements established by the New Mexico Mortgage Finance Authority pursuant to the Affordable Housing Act, NMSA 1978, Section 6-27-1 *et seq.* (2004).

SFC CLERK RECORDED 10/28/2010

## 2.2 Eligibility.

**2.2.1 General Requirements.** To be eligible to receive a Housing Assistance Grant as specified in Section 2.1.1, a Qualifying Grantee who is not an individual must:

- (a) have a functioning accounting system that is operated in accordance with generally accepted accounting principles or has designated an entity that will maintain such an accounting system consistent with generally accepted accounting principles;
- (b) have among its purposes significant activities related to providing housing or services to low or moderate-income persons or households; and
- (c) if it has significant outstanding or unresolved monitoring findings from either the Mortgage Finance Authority or its most recent independent financial audit, provide a certified letter from the Mortgage Finance Authority or auditor stating that the findings are in the process of being resolved.

**2.2.2. Corporations.** If the applicant is a corporation, the corporation must be in good standing with the Public Regulation Commission, Corporations Bureau or, if a foreign corporation, the corporation must be registered with the Public Regulation Commission, Corporations Bureau, to do business in the State of New Mexico.

**2.2.3 Not-for-Profit Corporations.** Per New Mexico law must be registered with the Attorney General's Office list of charitable organizations if it falls under the requirements of Section 57-22-1 NMSA 1978 et seq.

## 2.3 Conditions.

**2.3.1. Limitation on Amounts of Grants.** A Housing Assistance Grant pursuant to this Section shall be limited to the amount set forth in Sec. 5(F) of Ordinance No. 2009-14 and Sec. 2.3.3 of these regulations, or the fair market value of property or infrastructure as established by an appraisal, whichever is less.

**2.3.2. When Grant is Made.** A Housing Assistance Grant pursuant to this Article shall be made only following completion of construction of the infrastructure that is the subject of the Housing Assistance Grant and only after construction of home served by the infrastructure commences.

**2.3.3. Maximum Amount of Grant.** The maximum Housing Assistance Grant under this Article shall be Ten Thousand Dollars (\$10,000.00) for each home provided.

**2.3.4. Income Restriction on Sales.** A Housing Assistance Grant pursuant to this Article shall be limited to affordable homes constructed within income ranges 1, 2 and 3, not to exceed 100% of the area median income, as defined in Section 3 (O) of Santa Fe County Ordinance No. 2006-02.

**2.3.5. Incentives.** A Housing Assistance Grant pursuant to this Article shall be in addition to any incentive set forth in Ordinance No. 2006-02.

**2.3.6. Requirement of Donation Agreement.** A Housing Assistance Grant awarded pursuant to this Article shall be memorialized in a Donation Agreement, which may either be a part of the Affordable Housing Agreement required by Ordinance No. 2006-02 or a separate Agreement.

**2.4. Application Process.**

**2.4.1.** To obtain a Housing Assistance Grant pursuant to Sec. 5 of Ordinance 2009-14 and these regulations, the applicant must submit an application and a detailed budget that describes the uses of proposed grant, including all the items required to be submitted pursuant to this subsection. The application shall be made on a form provided by the Affordable Housing Administrator; a copy of the application and relevant forms are attached hereto as Exhibit A.

**2.4.2.** The County may designate a person or persons to act as the County's agent for the purpose of receiving, processing or making decision on application, in which case the application shall be submitted to the County's designee.

**2.4.3.** The application shall include all information required by these Rules and Regulations including, but not limited to, the following information:

(a) A narrative that describes the nature and scope of the Affordable Housing project envisioned by the applicant, and that describes the type and amount of assistance requested;

(b) An executive summary and project narrative including, but not limited to, the following:

(i) the financial and management stability of the applicant;

(ii) the demonstrated commitment of the applicant to the community;

(iii) the cost-benefit analysis of the project proposed by the applicant; as indicated on Exhibit A "Developer Application". Affordable Housing Administrator to review and request further information if needed to determine total amount of subsidy based on need.

(iv) the benefits to the community of a proposed project;

(v) the type or amount of assistance to be provided;

(vi) the scope of the affordable housing project that includes a description of the number of potential beneficiaries or Affordable Homes to be provided, income ranges, proposed sales prices, location, and other relevant factors;

(vii) the substantive or matching contribution by the applicant to the proposed project; and

(viii) a performance schedule with performance criteria.

- (c) Relevant information concerning the applicant (organization structure, status, goals and objectives of the organization, accounting system, and other requirements set forth in Section 5 of Ordinance 2009-14, together with supporting documentation);
- (d) A detailed budget for the proposed project that includes sources and uses of funds;
- (e) A recent financial statement and audit, as applicable;
- (f) An organizational chart;
- (g) A statement of the experience of the applicant developing, financing or managing Affordable Housing projects;
- (h) A verification signed by the applicant that the information provided, under penalty for perjury, is true and correct to the best of the applicant's knowledge and belief;
- (i) All information required by Ordinance 2009-14 and the Housing Assistance Regulations; and
- (j) Other information required by the Affordable Housing Administrator.

2.4.4. If the application is made in the context of a request for proposals issued by the County, then the application shall be submitted and processed according to the instructions set forth in the request for proposals. Otherwise, the Affordable Housing Administrator shall review a pending application and make a finding whether the application conforms to Ordinance 2009-14 and Ordinance No. 2006-02, and whether the application is complete and approvable.

2.4.5. If the Affordable Housing Administrator makes a finding that the application is complete and approvable, the Affordable Housing Administrator shall prepare a staff analysis of the application and shall make a recommendation concerning the application to the Board of County Commissioners and shall be placed on the agenda within 45 days.

2.4.6. The application shall be presented to the Board of County Commissioners for final action. The Board may approve the application, approve the application with conditions or modifications, or may deny the application, in its absolute discretion.

2.4.7. In making its decision, the Board of County Commissioners shall consider whether the application conforms to the Act, Ordinance No. 2006-02, Ordinance 2009-14, the Housing Assistance Regulations and whether the proposed project will provide Affordable Housing, whether the Applicant is likely to be able to complete the project described in the application, and whether the proposed grant will assist in the creation of Affordable Housing.

2.4.8. Following approval of the application, the Qualifying Grantee shall enter into a Donation Agreement concerning the proposed project or enter into an amendment to an existing Affordable Housing Agreement as described in Ordinance 2006-02



2.4.9. The Affordable Housing Administrator shall provide a copy of the final decision on the application and relevant supporting material to the applicant and to the New Mexico Mortgage Finance Authority.

**2.5. Donation Agreement/Amended Affordable Housing Agreement.**

2.5.1. The Donation Agreement or amended Affordable Housing Agreement shall require the applicant to obtain adequate security against loss of public funds or property in the event the project is not completed, shall provide a construction schedule, shall provide for auditing and inspection of books and records pertaining to the project, and will only authorize payment on a reimbursement basis.

2.5.2. The Donation Agreement or Affordable Housing Agreement shall contain an acknowledgement that a Housing Assistance Grant imposes a contractual obligation on the Qualifying Grantee that the Affordable Housing provided pursuant to the Affordable Housing Act and Ordinance No. 2006-02 is to be occupied by low or moderate-income households.

2.5.3. The Donation Agreement or Affordable Housing Agreement shall contain provisions for adequate security against the loss of public funds or property in the event that a Qualifying Grantee abandons or otherwise fails to complete a project.

2.5.4. The Donation Agreement or Affordable Housing Agreement shall contain a requirement for review and approval of the project budget before any expenditure of grant funds or transfer of granted property.

2.5.5. The Donation Agreement of Affordable Housing Agreement shall require that approval of Housing Assistance Grant is conditioned on compliance with all applicable state and local laws, rules and ordinances.

2.5.6. The Donation Agreement of Affordable Housing Agreement shall contain detailed information concerning the verification of income levels of applicants.

2.5.7. The Donation Agreement or Affordable Housing Agreement shall contain a requirement that it shall be consistent with the Affordable Housing Act and includes remedies and default provisions.

2.5.8. A copy of an exemplar Donation Agreement is attached hereto as Exhibit B to these regulations.

**2.6. Budget Limitation.**

2.6.1. A Housing Assistance Grant pursuant to these regulations is subject to availability of funds budgeted to provide grants.

2.6.2. Any and all Housing Assistance Grants made pursuant to Ordinance 2009-14 and these regulations shall become final only following approval by the Board of County Commissioners of a budget that includes the proposed grant. From time to time and at least annually, the Affordable Housing Administrator shall submit a budget to the Board of County Commissioners for consideration and approval.

2.6.3. Matching of Affordable Housing Grants may be made from local, private or federal funds either through direct participation with a federal agency pursuant to federal law or through indirect participation through programs of the New Mexico Mortgage Finance Authority.

### Article III **Down Payment Assistance**

#### **3.1 General Criteria.**

3.1.1. Down Payment Assistance may be provided according to these requirements:

(a) To obtain down payment assistance pursuant to Sec. 5 of Ordinance 2009-14 and these regulations, the applicant must submit an application and supporting material. The application shall be made on a form approved by the Affordable Housing Administrator; copies of the application and other relevant forms are attached hereto as Exhibit C. Supporting material required by Ordinance 2009-14, the Housing Assistance Regulations, and the Affordable Housing Administrator, shall be attached.

(b) The maximum down payment assistance under this Section shall be twenty Thousand Dollars (\$20,000.00) for each Qualifying Grantee.

- Income Range 1 <65% of the Area Median Income may be allowed up to \$20,000.00
- Income Range 2 66% to 80% Area Median Income may be allowed up to \$15,000.00
- Income Range 3 81% to 100% Area Median Income may be allowed up to \$10,000.00

3.1.2. Each applicant for down payment assistance shall agree, in a written agreement, to maintain the property in good repair and to keep current any mortgages or notes on the property for as long as the applicant owns the property.

3.1.3. If the application is complete and the proposed grantee is a Qualifying Grantee and complies with the requirements established by the New Mexico Mortgage Finance Authority pursuant to the Affordable Housing Act, NMSA 1978, Section 6-27-1 *et seq.* (2004), the application may be approved.

3.1.4. Following approval of the application, the applicant shall execute liens, mortgages or other documents required by Ordinance 2009-14 and Ordinance No. 2006-02, as a condition precedent to receiving the assistance.

#### **3.2 Eligibility.**

3.2.1. The annual gross income of an applicant for down payment assistance may not exceed 100% of the area median income, except as specifically provided below.

3.2.2. An applicant who qualifies for down payment assistance pursuant to Ordinance 2009-14 and these regulations must own and occupy the home for which assistance is applied.

3.2.3. An applicant shall not have aggregate assets greater than \$50,000. The following assets shall not count toward the asset limitation: (a) retirement funds that cannot be accessed without the payment of a penalty; (b) the principal of trust funds, to the extent that the principal cannot be invaded; (c) necessary personal property; (d) education accounts committed to a dependent; or (e) other assets not readily accessible to the purchaser.

### 3.3. Hardship.

3.3.1 **Income Limits.** The Affordable Housing Administrator may, in cases of demonstrated hardship, approve the application of a Qualifying Grantee where (i) the applicant's adjusted gross income falls within the income ranges established by the Affordable Housing Administrator but (ii) exceeded such ranges during the previous two calendar years, so long as qualifying hardship (divorce, death of a spouse, or a long-term disability that limits the income a household member) exists, and the hardship suffered is reasonably certain to affect the ability of the applicant to provide housing in the foreseeable future.

3.3.2. **Asset Limitations.** An exception to the asset limitation may be made, as follows: An applicant who possesses assets in excess of \$50,000 may be granted an exception to the asset limitations where individual circumstances merit it. Qualifying circumstances include, but are not limited to, situations where the income of the household is so far below the area median income and, notwithstanding the assets; the applicant cannot afford to purchase a home without assistance. All such cases must be well documented and verified by the Affordable Housing Administrator.

### 3.4. First time homebuyers.

3.4.1. **Qualifying Grantee** or adults residing in the same home as the Qualifying Grantee must be first time homebuyers, meaning that they do not own a home (not including a manufactured home) and have not owned a home within three years of the date of application.

3.4.2. **Eligible Financing.** A Qualifying Grantee must finance the purchase of the home with a prime mortgage loan type, including but not limited to USDA Rural Development guarantee, direct, and leveraged loans; FHA, VA and FannieMae's Community Home Buyer (CHBP) and My Community suite of products.

### 3.5. Application Process.

3.5.1. The applicant shall follow the process provided in this Article for approval of the down payment assistance.

3.5.2. The County may designate a person or persons to act as the County's agent for the purpose of receiving, processing or making decisions on applications, in which case the

application shall be submitted to the County's designee. Any such designation shall be subject to auditing and periodic reporting, as specified in the delegation.

**3.5.3. Application.** The Applicant shall provide an application package that contains the following:

- (a) A copy of current pay stubs or other proof of current year earnings and/or income for the prospective buyer(s) and all adults who will occupy the home.
- (b) A complete copy of the two most recent federal and state income tax returns and W-2s for the prospective buyer(s) and all persons 19-years old or older who will occupy the home.
- (c) A copy of a credit report for the prospective buyer(s) and all persons 19-years old or older who will occupy the Affordable Home issued within the last thirty (30) days by either, Trans Union, Experian, or Equifax.
- (d) A copy of the most recent month's account statement of all financial accounts in which the applicant and any adult who will occupy the Affordable Home have or had an ownership interest, including but not limited to, checking accounts, savings accounts, certificates of deposit, money market accounts, brokerage accounts, IRA accounts, deferred compensation accounts, and 401(k) accounts.
- (e) A list of all assets and liabilities of the prospective buyer(s) and anyone 19-years old or older who will occupy the home.
- (f) Sworn statements from the applicant and any adult who will occupy the Affordable Home that verifies that the information provided in accordance with this Section is true, correct and complete, and that the home to be purchased will be used as the primary residence of the prospective buyer(s). The sworn statement from the applicant shall also indicate the names and birth dates of everyone who is expected to occupy the home.
- (g) Such other relevant information as may be requested.

**3.5.4.** Within ten (10) business days of the delivery of a complete application package, the amount of down payment assistance shall be determined and the applicant shall be informed in writing of the decision; provided, however, that additional information may be requested from the applicant, in which case a determination will be made within fifteen (15) business days of receipt of the additional information. If the Application is approved, a letter of commitment shall be issued to the applicant. Additional information may be requested from the applicant at any time for verification or audit purposes, including, but not limited to, additional credit reports, or other supporting financial and employment documentation.

**3.5.5.** The applicant shall be denied a Housing Assistance Grant and be forever barred from reapplying in the following circumstances:

- (a) If the applicant transfers assets to a third party or failed to disclose assets in order to become a Qualifying Grantee; or

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

(b) The applicant otherwise engaged in fraudulent, dishonest, or misleading conduct.

3.5.6. Unless there is a material change in income or asset status that renders the prospective buyer(s) ineligible under these regulations, the commitment letter shall be valid for a period of six months after issuance. During that six-month period, the Qualifying Grantee must immediately provide information of any change in status (e.g., income or assets) that may affect the application.

3.5.7. If an applicant was initially determined to be approved for down payment assistance and executed a purchase contract for such home, is subsequently determined not to be eligible for a Housing Assistance Grant as a result of an increase in the household income received after the purchase contract was signed, the Affordable Housing Administrator may, in his or her discretion, approve the sale of the Affordable Home and authorize the Housing Assistance Grant so long as the applicant's income does not exceed the maximum by more than 5 percent.

#### Article IV

##### **Long Term Affordability, Rental Prohibition**

4.1. **Affordability Mortgage or Lien.** Each home shall be subject to an Affordability Mortgage or Lien securing the Housing Assistance Grant as set forth in Ordinance No. 2009-14.

4.2 **Right of First Refusal.** The Affordability Mortgage or Lien (or other appropriate agreement between the County and Qualifying Grantee may contain a right of first refusal.

4.3. **Rental Prohibition.** A person receiving a Housing Assistance Grant pursuant to Ordinance No. 2009-14 and these regulations shall not lease or rent the home unless:

4.3.1 the Eligible Buyer is under duress by reason of employment, family medical emergency, is unable to sell the home for an amount sufficient to pay off all liens on the home, or other unique circumstances of hardship; and

4.3.2 The proposed lease is approved in advance by the Affordable Housing Administrator.

4.3.3 Length of Lease Approval: The Affordable Housing Administrator shall have sole discretion to determine how long the approval to lease an Affordable Home shall be valid, but in no case shall the initial approval be valid for more than one year.

#### Article V

##### **Closing of Qualified Transactions**

5.1 **Closing.** All sales to Qualified Buyers shall be closed in accordance with these procedures.

5.2. **Notice of Closing; Appraisal.** The buyer shall provide at least ten (10) days advance written notice of the scheduled closing date. The notice shall include:

5.2.1. The name of the buyers as well as a copy of their letter of commitment and/or certification of eligibility.

5.2.2. The date and time of the scheduled closing.

5.2.3. The name and location of the title company closing the transaction and the name and telephone number of the closing agent(s), copy of title commitment.

5.2.4. An appraisal of the home being sold, which appraisal shall (i) be prepared by a properly licensed, MAI certified real estate appraiser; (ii) be paid for in the manner agreed to by the seller and buyer and recorded in the purchase agreement; and (iii) has been prepared within the previous 6 months.

5.2.5. The buyer shall cause the title company to transmit, within ten (10) days of closing, a copy to the County of the settlement statement (HUD 1) for the transaction, signed by the seller and buyer.

**5.3. Recordation of Affordability Mortgage or Lien.** 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 seller and the 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 or Lien shall be borne by the buyer or as otherwise specified by the buyer and the seller.

NO CLERK RECORDED 10/28/2016



**Santa Fe County Affordable Housing Assistance  
Developer Application**

Name of Applicant: \_\_\_\_\_  
 Address of Applicant: \_\_\_\_\_  
 \_\_\_\_\_  
 City/State/Zip Code: \_\_\_\_\_  
 \_\_\_\_\_

Federal Tax I.D. # \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Project Contact: \_\_\_\_\_

**General Project Information**

Project Name \_\_\_\_\_  
 Project Address \_\_\_\_\_  
 \_\_\_\_\_  
 Number of Assisted Units: \_\_\_\_\_  
 Amount Requested: \_\_\_\_\_

Builder \_\_\_\_\_  
 Cell: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Total # of Lots \_\_\_\_\_  
 No. of Market Lots \_\_\_\_\_  
 No. Affordable Lots \_\_\_\_\_  
 No. Affordable Units \_\_\_\_\_

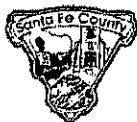
**Affordability Breakdown**

	Number of Units
Income Range 1:	_____
Income Range 2:	_____
Income Range 3:	_____
Income Range 4:	_____
Fee In Lieu Paid	_____
Density Bonus	_____
Energy Efficiency	_____
Water Rights	_____

Date of Application: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

SFC CLERK RECORDED 10/28/2019



**Santa Fe County Affordable Housing Assistance**  
Site Information

**Site Information**

Site Control is in the form of:

☐ Deed

☐ Purchase Contract

☐ Lease

\_\_\_\_\_ (Term)

☐ Option

☐ Other

\_\_\_\_\_ (Specify)

Expiration Date of Contract, Option or Lease, \_\_\_\_\_ (month/year)

Name of Seller or Lessor:

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Is there any identity of interest between Buyer and Seller? If yes, explain:

\_\_\_\_\_  
\_\_\_\_\_

☐ Yes

☐ No

Has project received all necessary approvals to begin construction?

If No, list approvals remaining: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Applicant Certification**

The undersigned hereby applies for the assistance as specified above and represents that the property described herein will not be used for any illegal or restricted purpose. The undersigned certifies that the statements made in this application and all attachments are true, correct and complete. Verification may be obtained from any source necessary.

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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





**Santa Fe County Affordable Housing Assistance**  
**Schedule A - Development Costs Per Unit Type**

**Project Name:** \_\_\_\_\_  
**Applicant:** \_\_\_\_\_

<b>Development Costs</b>	<b>Studio</b>	<b>1 bedroom</b>	<b>2 bedroom</b>	<b>3 bedroom</b>	<b>4 bedroom</b>
<b>Land and Infrastructure</b>					
Land Acquisition	-	-	-	-	-
Lot Infrastructure	-	-	-	-	-
<b>Building Construction</b>					
Building Permit and Impact Fees	-	-	-	-	-
Construction	-	-	-	-	-
Construction Contingency	-	-	-	-	-
Other (specify)	-	-	-	-	-
<b>Soft Costs</b>					
Hazard Liability	-	-	-	-	-
General Liability	-	-	-	-	-
Legal/Accounting	-	-	-	-	-
Construction Management	-	-	-	-	-
Architectural Design	-	-	-	-	-
Construction financing	-	-	-	-	-
Real Estate Taxes	-	-	-	-	-
Environmental Review	-	-	-	-	-
Lender Inspection Fees	-	-	-	-	-
Testing and/or Certification	-	-	-	-	-
Marketing	-	-	-	-	-
Seller paid closing costs	-	-	-	-	-
Developer Fee/Profit	-	-	-	-	-
Other (specify)	-	-	-	-	-
<b>Total Development Cost</b>	-	-	-	-	-

SFC CLERK RECORDED 10/28/2019



**Santa Fe County Affordable Housing Assistance**  
**Schedule B - Unit and Pricing Schedule**

**Project Name:** 0  
**Applicant:** 0

<b>Income Range 1 Units</b>	<b>Studio</b>	<b>1 bedroom</b>	<b>2 bedroom</b>	<b>3 bedroom</b>	<b>4 bedroom</b>
Number of Units	0	0	0	0	0
Sales Price*	76,500	87,000	100,000	112,000	125,000
Development Cost per unit (from Schedule A)	0	0	0	0	0
Profit/(Loss) per unit	n/a	n/a	n/a	n/a	n/a
Total Profit/(Loss)	n/a	n/a	n/a	n/a	n/a

<b>Income Range 2 Units</b>	<b>Studio</b>	<b>1 bedroom</b>	<b>2 bedroom</b>	<b>3 bedroom</b>	<b>4 bedroom</b>
Number of Units	0	0	0	0	0
Sales Price*	103,500	114,000	130,000	146,000	162,000
Development Cost per unit (from Schedule A)	0	0	0	0	0
Profit/(Loss) per unit	n/a	n/a	n/a	n/a	n/a
Total Profit/(Loss)	n/a	n/a	n/a	n/a	n/a

<b>Income Range 3 Units</b>	<b>Studio</b>	<b>1 bedroom</b>	<b>2 bedroom</b>	<b>3 bedroom</b>	<b>4 bedroom</b>
Number of Units	0	0	0	0	0
Sales Price*	129,500	140,000	160,000	180,000	200,000
Development Cost per unit (from Schedule A)	0	0	0	0	0
Profit/(Loss) per unit	n/a	n/a	n/a	n/a	n/a
Total Profit/(Loss)	n/a	n/a	n/a	n/a	n/a

<b>Project Total</b>	
Total Units	0
Total Profit/(Loss)	0
Average Profit/(Loss) per unit	#DIV/0!

Construction Cost Per Square Foot \_\_\_\_\_  
Sales Price Per Foot \_\_\_\_\_

\*If Sales Price does not equal Maximum Target Sales Price as specified in current regulations, please explain difference:

SFC CLERK RECORDED 10/28/2015



**Santa Fe County Affordable Housing Assistance**  
**Schedule C - Development Schedule**

**Project Name:** 0  
**Applicant:** 0

Activity	Scheduled Completion:
Site Acquisition	
Zoning Approval	
Construction Loan Closed	
Plans & Specifications Complete	
Construction Start - First Unit	
Construction Complete - Final Unit	
Close of Escrow - First Unit	
Close of Escrow - Final Unit	

SFC CLIENT RECEIVED 10/29/2018

**SANTA FE COUNTY DONATION AGREEMENT**

THIS AGREEMENT is hereby made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_, by and between the County of Santa Fe, a New Mexico political subdivision (hereinafter "County") and \_\_\_\_\_, an approved Qualifying Grantee (hereinafter "Grantee"), subject to the following terms and conditions.

WHEREAS the Board of County Commissioners of the County of Santa Fe have adopted Ordinance No. 2009-14, the Housing Assistance Ordinance (hereinafter "Ordinance"); and

WHEREAS pursuant to said Ordinance, the County has adopted Regulations (hereinafter "Regulations") for the implementation of affordable housing in the County; and

WHEREAS the Regulations provide that each Housing Assistance Grant awarded, under the Ordinance and Regulations, shall be memorialized by a Donation Agreement (hereinafter "Agreement") which shall include the following terms and conditions;

NOW THEREFORE, in consideration of the requirements and benefits afforded under the County's Ordinance, the Grantee and County hereby agree as follows:

1. This Donation Agreement governs Grantee's obligation to construct and sell, in accordance with the Santa Fe County Affordable Housing Ordinance 2006-02 (the Affordable Housing Ordinance), the following affordable housing units:

Lot Number (per final plat attached hereto as Exhibit A)	Income Range of Purchasers	Affordable Unit Type	Target Housing Price	Construction Completion Date

2. The Grantee is hereby awarded a Grant in accordance with the terms of this Donation Agreement in the amount of \$ \_\_\_\_\_.
3. The Grantee hereby attaches as Exhibit A, a budget which sets forth the amount of grant funding to be utilized on each unit and for what elements of each unit. The Grantee

acknowledges that the budget will be reviewed by Santa Fe County. Only upon approval of the proposed budget shall Grantee be entitled to submit for reimbursement of designated expenditures on each unit. Reimbursement of approved expenditures shall be in accordance with Paragraph 6 below.

4. To the extent their books and records relate to (i) their performance of this Donation Agreement or any subcontract entered into pursuant to it, the Contractor agrees to (i) maintain such books and records during the term of this Donation Agreement and for a period of six (6) years from the date of final payment under this Donation Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").
5. The Grantee understands and acknowledges that it is obligated to ensure that the housing units set forth in Paragraph 1 above are occupied by low or moderate-income household(s), as defined in the Ordinance and that failure to satisfy this obligation constitutes a breach of this contract. All documents reviewed by Grantee in determining eligibility of a potential purchaser shall be made available to Santa Fe County. The following information shall be gathered and evaluated by Grantee in order to determine whether an applicant seeking to purchase one of the units qualifies for the purchase:
  - a. Tax returns for the last three years;
  - b. The most current W-2;
  - c. Bank statements for the past three years for all accounts held in the name of any member of the household;
  - d. An appraisal of the property;
  - e. The Purchase and Sales Agreement which will be utilized for the sale of the property to the Applicant;
  - f. Any documents submitted to the mortgage financing company in order to secure a mortgage;
  - g. Any other documents requested by the Affordable Housing Administrator.
6. Upon closing on the sale of one or more units of affordable housing to a low or moderate income purchaser, Grantee shall be entitled to the portion of the grant funds allocated to the unit or units in the approved budget. In order to receive payment Grantee shall submit an invoice prior to closing identifying the closing date, time and location. Upon verification that the unit or units have been constructed to the satisfaction of Santa Fe County and are being sold to a qualifying low or moderate income purchaser, the County shall submit to Grantee at the closing payment of the relevant portion of the grant amount.
7. The Grantee understands and acknowledges that, in the event of unsatisfactory performance by the Grantee of the terms and conditions herein, or of any requirement under the Ordinance, Grantee shall be subject to, and the County shall have, all the remedies and default provisions allowed by law.

SFC CLERK RECORDED 10/28/2019

QUALIFYING GRANTEE:

\_\_\_\_\_  
SWORN, subscribed and acknowledged to  
before me on this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ as the free and voluntary act of the  
above-named Grantee.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS

SANTA FE COUNTY, NEW MEXICO

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

Chairperson

ATTEST:

(SEAL)

\_\_\_\_\_  
Valerie Espinosa, Clerk

Approved as to Form

\_\_\_\_\_  
Stephen C. Ross, County Attorney

SFC CLERK RECORDED 10/28/2013

## Homebuyer Down Payment Assistance

### Application

Income Range \_\_\_\_\_  
 # Bedrooms \_\_\_\_\_  
 County Lien \_\_\_\_\_  
 Ordinance \_\_\_\_\_

Subdivision \_\_\_\_\_  
 Title Co. \_\_\_\_\_  
 Closer \_\_\_\_\_  
 Phone # \_\_\_\_\_  
 Closing Date \_\_\_\_\_

Borrower: \_\_\_\_\_

Co-Borrower: \_\_\_\_\_

Property Location: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Contact: \_\_\_\_\_

### List of Documents Provided

- \_\_\_\_\_ Purchase Agreement
- \_\_\_\_\_ Mortgage Loan Application (1003)
- \_\_\_\_\_ 1 month most recent pay stubs or other income verification
- \_\_\_\_\_ Two most recent tax returns with W-2's
- \_\_\_\_\_ Credit Report issued within 30 days of submission
- \_\_\_\_\_ Statements for all financial accounts held by buyer, including checking accounts, Savings accounts, money market accounts, stock and bond accounts, and all retirement accounts
- \_\_\_\_\_ Financial statement listing all of the assets and liabilities of the potential buyer (indicate here \_\_\_\_\_ if using listing on mortgage loan application)
- \_\_\_\_\_ Sworn statement from potential buyer that verifies that information provided by the Potential buyer is true, correct, and complete, that the house to be purchased will Used as the potential buyer's residence, and that the potential buyer(s) does not own residential rental property. Statement must list the names and birthdates of everyone who is expected to occupy the home
- \_\_\_\_\_ Appraisal
- \_\_\_\_\_ Loan Summary or First Mortgage Loan Approval
- \_\_\_\_\_ Homebuyer Education Certification

SVC CLERK RECORDED 10/25/2018

# Homebuyer Down Payment Assistance

## Application

<b>Homebuyer (s)</b>		
<b>Income</b>		<b>Sales Price</b> \$
Total Annual Household Income \$		Estimated Closing Costs \$
		Total costs \$
Household Size		<b>Credits</b>
Median Income for HH Size		FHLB
		LTTF
		HOME
		OTHER
		Third Party Subsidy \$
Percentage of AMI %		Other Credits \$
<b>Assets</b>		<b>First mortgage Loan</b> \$
Checking Account \$		Cash from Homebuyer \$
Checking Account \$		Down Payment Assistance \$
Savings Account \$		
Savings Account \$		
Stocks \$		
Bonds \$		
Other \$		
Other \$		
<b>TOTAL</b> \$		

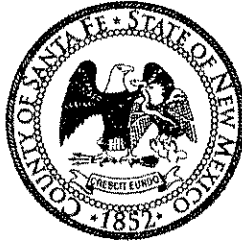
NYC CLERK RECORDED 10/25/2010



**Daniel "Danny" Mayfield**  
Commissioner, District 1

**Miguel Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## ***MEMORANDUM***

**DATE:** *March 5, 2013*

**TO:** *Board of County Commissioners*

**FROM:** *Adam Leigland, Public Works Department Director Dec 3/5/13*

**VIA:** *Katherine Miller, County Manager*

**ITEM AND ISSUE:** *BCC Meeting March 12, 2013*

REQUEST APPROVAL OF A COMMUNITY DEVELOPMENT BLOCK GRANT TO  
INSTALL WATER LINES IN THE GLORIETA COMMUNITY IN THE AMOUNT  
OF \$424,759. (ADAM LEIGLAND/PUBLIC WORKS)

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**BACKGROUND AND SUMMARY:**

Santa Fe County applied for and was awarded a Community Development Block Grant in the amount of \$424,759 to install waterline in the Glorieta community in coordination with and on behalf of the Greater Glorieta Mutual Domestic Water Consumers Association. The water line will connect Glorieta Estates with The Village of Glorieta, merging the two systems.

The project will consist of a new 4,300 linear feet of 8" water line along Avenida Ponderosa; 101 new ¾-inch service connections for all customers with water meters; meter boxes equipped for remote meter reading; automated/remote water meter reading hardware and software; 4 fire hydrants and appurtenances along the new distribution line; ten 8" gate valves; and all other construction requirements.

The grant must be formally approved by the Board of County Commissioners to be received.

**ACTION REQUESTED:**

The Public Works Department is requesting approval of the Community Development Block Grant in the amount of \$424,759 to install waterlines in the Glorieta community.

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
GRANT AGREEMENT

Project No. 12-C-NR-I-01-G-36

THIS GRANT AGREEMENT, hereinafter referred to as the "Agreement", is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico, 87501, hereinafter referred to as the "Division", and the County of Santa Fe, hereinafter referred to as the "Grantee", as of the date this Agreement is executed by the Division.

**RECITALS**

WHEREAS, on May 31, 2012, the New Mexico Community Development Council ("Council") approved the allocation of Community Development Block Grant ("CDBG") funds to the Grantee for the CDBG program; and

WHEREAS, the CDBG program is subject to all applicable Federal and State laws and regulations, including Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*), and regulations of the U.S. Department of Housing and Urban Development ("HUD") found at 24 CFR Part 570 (as now in effect and as may be amended from time to time); and

WHEREAS, this Agreement is made by and between the Division and the Grantee, in connection with the Division's administration of the CDBG program, and pursuant to the authority of 42 U.S.C. 5301 *et seq.* and 24 CFR Part 570, to memorialize the terms and conditions of the CDBG program and the grant of funds to the Grantee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I - SCOPE OF WORK.**

- A. The Grantee shall implement, in all respects, the Project Description, attached hereto as Exhibit "1-A", and the Project Schedule, attached hereto as Exhibit "1-B", both of which are incorporated by this reference as if set forth fully herein.
- B. The Grantee shall provide all the necessary qualified personnel, material, and facilities to implement the program described herein.
- C. The Grantee will adhere to all processes set forth in the CDBG Implementation Manual, which is available at the Division's website at:  
[http://www.nmdfa.state.nm.us/CDBG\\_Implementation\\_Manual.aspx](http://www.nmdfa.state.nm.us/CDBG_Implementation_Manual.aspx) ("CDBG Manual").

## ARTICLE II - LENGTH OF GRANT AGREEMENT.

- A. The term of this Agreement shall be effective upon execution by the Division. It shall terminate on the date which is two (2) years after the date of execution by the Division, unless earlier terminated pursuant to Article V.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Agreement cannot be brought to full completion within the time period set forth in paragraph A of this Article II, the Grantee may request an extension. Agreement extensions will be approved on a case by case basis and must be requested prior to the termination date set forth in paragraph A of this Article II. The Division may review the work accomplished to date and determine, in its sole discretion, whether there is sufficient need or justification to amend this Agreement to provide additional time for project completion.

## ARTICLE III - REPORTS AND PROJECT CLOSEOUT.

- A. Progress Reports:
  - 1. To enable the Division to adequately evaluate the progress of the Agreement, the Grantee shall submit progress reports to the Division on a quarterly basis. The progress reports shall be submitted on the form attached as Exhibit "I-D" and shall contain a description of the work accomplished to date, the methods and procedures used, a detailed budget breakdown of expenditures to date, a statement of the impact of the project, and such other information as the Division may require.
  - 2. One (1) copy of each progress report shall be submitted to the Division. Progress reports shall be due no later than twenty (20) days after the end of each quarter during the term of this Agreement.
  - 3. The Division may require revisions to, or additional information to clarify, progress reports.
- B. Final Report: The Grantee shall submit to the Division one (1) copy of its Final Report with its final Request for Payment, attached hereto as Exhibit "I-M", or no later than twenty (20) days after the termination of this Agreement. The Final Report shall include all of the information required for the progress reports as set forth in paragraph A of this Article III.
- C. Paperless Reporting: In addition to the paper reports described in paragraphs A and B of this Article III, the Grantee shall report project activity by entering such project information into a database maintained by the Department of Finance and Administration. The Division shall provide Grantee with instructions on completing paperless reporting within 90 days of the effective date of this Agreement. The Division shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. Paperless reports shall be due no later than twenty (20) days after the end of each quarter during the term of this Agreement. A final paperless report for the project shall be due no later than twenty (20) days after the termination of this Agreement.
- D. Requests for Additional Information: At any time during the term of this Agreement and during the period of time during which Grantee must maintain records pursuant to Article VII, the Division, HUD, or the New Mexico State Auditor may (i) request such additional documentation and information regarding Grantee's activities under this Agreement as they deem necessary to

discharge their monitoring and compliance responsibilities, and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of work performed as well as Grantee's financial and other records concerning the CDBG program. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division (or other entity making the request) in the request. Requests made pursuant to this paragraph D are in addition to and not in lieu of the progress and final reporting described in paragraphs A through C of this Article III.

- E. Project Closeout: Project closeout will occur upon "substantial completion" of the Project. "Substantial Completion" is defined as all five (5) of the following being accomplished, as determined by the Division in its sole discretion: 1) full and satisfactory completion of all work and services; 2) submission to the Division of the Grantee's architect/engineer's letter of final acceptance or certificate of substantial completion relating to the project ("Certificate of Completion") with all deficiencies corrected; 3) official acceptance by the Grantee of all contracted work or services; 4) receipt and approval by the Division of the final reporting referred to in paragraphs B and C of this Article III; and 5) clearance by the Division of all monitoring findings and completion of all the specific project closeout requirements and documents as set forth in chapter 8 of the CDBG Manual entitled "Monitoring and Close Out."

#### ARTICLE IV - GRANT AMOUNT AND METHOD OF PAYMENT.

- A. Amount of Grant: In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement requirements herein stated, the Division shall pay to the Grantee a sum not to exceed FOUR HUNDRED TWENTY FOUR THOUSAND SEVEN HUNDRED FIFTY NINE DOLLARS AND NO CENTS (\$424,759.00). The funds are to be expended in accordance with the budget attached as Exhibit "I-C", which is incorporated by this reference as if set forth fully herein, and in accordance with the purposes designated in Exhibit "I-A". Grantee's expenditure of these monies shall not deviate from the line items of said budget without the parties' execution of an amendment in accordance with Article V.
- B. Amount of Administrative Costs: No more than three percent (3%) of the Grant funds actually disbursed pursuant to this Agreement for allowable expenditures may be used by the Grantee for its actual and reasonable administrative costs. The maximum amount of administrative costs under this Agreement shall not exceed TWELVE THOUSAND SEVEN HUNDRED FORTY TWO DOLLARS AND SEVENTY SEVEN CENTS (\$12,742.77).
- C. The funds described in paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.
- D. All payments to Grantee will be made by the Division upon receipt of an official Request for Payment form, which must be accompanied by a transmittal letter and proper supporting documentation for all expenditures included in the Request for Payment. Requests for Payment may be disputed and withheld if, in the sole opinion of the Division, the Grantee has failed to fulfill its responsibilities under this Agreement. In cases of disputed Requests for Payment, the Grantee agrees that it alone is responsible to timely pay its contractors in compliance with the provisions of the Prompt Payment Act, Sections 57-28-1 *et seq.* NMSA (1978) ("Prompt Payment Act") and the agreements between the Grantee and such contractors.
- E. The Grantee will provide payment to contractors based upon eligible activities as described in Exhibit "I-C". The Grantee understands and agrees that it alone is obligated to pay its

contractor(s) in a timely manner consistent with the requirements of the Prompt Payment Act. The Grantee further understands and agrees that its obligation is independent of the Division's disbursement of Grant funds and that the Division is in no way responsible to make timely payments to contractors. The Grantee further understands and agrees that it will be responsible for any penalties or fines imposed upon the Division or attorney's fees incurred by the Division due to the Grantee's failure to comply with any provisions of the Prompt Payment Act.

- F. The Grantee further agrees, in compliance with the Prompt Payment Act, that the agreement between the Grantee and any contractor shall contain the following legend in clear and conspicuous type on each page of the plans including the bid plans and construction plans: "Notice of Extended Payment Provision: This contract allows the owner (Grantee) to make payment within 45 days after submission of an undisputed request for payment".
- G. The Grantee further agrees, in compliance with the Prompt Payment Act, that all construction contracts shall provide that contractors and subcontractors make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven (7) days after receipt of payment from the owner, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within seven (7) days of receipt of payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the eighth (8<sup>th</sup>) day after payment was due, computed at one and one-half percent (1.5%) of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers.
- H. Pursuant to the Prompt Payment Act, ten (10) days after issuance of the Certification of Completion, (as defined in paragraph D of Article III), any amounts remaining due the contractor or subcontractor under the terms of the contract shall be paid upon the presentation of the following:
  - 1. A properly executed release and duly certified voucher for payment;
  - 2. A release, if required, of all claims and claims of lien against the owner arising under and by virtue of the contract other than such claims of the contractor, if any, as may be specifically excepted by the contractor or subcontractor from the operation of the release in stated amounts to be set forth in the release; and
  - 3. Proof of completion.
- I. All CDBG expenditures shall be included in the Grantee's single audit for each fiscal year in which funds are expended. Grantees are required to conduct an audit performed in accordance with OMB Circular A-133 and submit such audit to the Division within 30 days of the date the audit approved by the New Mexico State Auditor. If the total amount of Federal funds expended exceeds \$500,000, CDBG must be listed as a funding source on the audit. The Division retains the right to recover funds from the Grantee for any disallowed costs based on the results of any interim or the final audit.
- J. Requests for Paid Expenditures: If the Grantee is requesting reimbursement of expenditures it has already paid, the Request for Payment must contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid and actual receipts, in accordance with the Request for Payment form.

- K. Requests for Unpaid Expenditures: If the Grantee is requesting reimbursement of expenditures it has incurred but not yet paid, it must disburse funds within three (3) business days of receipt from the Division. Such Requests for Payment must include a certification that the expenditures are valid, in accordance with the Request for Payment form.
- L. Deficient Requests for Payment: The Division may disallow a Request for Payment, in whole or in part, in the event the Request for Payment is deficient. Examples of deficient Requests for Payment include the lack of required signatures, lack of required supporting documentation, computational errors, seeking reimbursement for unallowable costs, or questions concerning whether the reported expenditures are permissible under this Agreement and applicable law and regulations. If a Request for Payment is disallowed, in whole or in part, the Division shall return to the Grantee the disallowed Request for Payment and accompanying documentation, and will notify the Grantee in writing of the nature of the deficiency and what the Grantee must do to correct it.
- M. Withholding Payment for Proper Expenditures: The Division shall withhold ten percent (10%) of the total amount of the Grant funds until project closeout. The Division may also withhold payment in the event the Grantee has failed to comply with the terms and conditions of this Agreement or applicable law and regulations. In such event, the Division shall give Grantee notice in writing of such failure and the actions Grantee must take to come into compliance. Payment shall be released upon Grantee's subsequent compliance.
- N. All Requests for Payment shall be received by the Division within twenty (20) days after the Grant termination date. Any reimbursements made to Grantee for items or services that are unallowable under the terms of this Agreement or applicable law and regulations shall be immediately returned to the Division. If any unexpended funds remain after the conditions of this Agreement have been satisfied or after the termination date, the unexpended funds shall revert to the Division for disposition by the Council.

#### ARTICLE V - SUSPENSION, TERMINATION AND MODIFICATION.

- A. In accordance with 24 CFR 85.43, the Division, by written notice to the Grantee, shall have the right to suspend or terminate this Agreement if, at any time, in the judgment of the Division, the Grantee materially fails to comply with any term of this Agreement. The Division may demand repayment of all or part of the funds disbursed to the Grantee upon termination due to non-compliance.
- B. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44.
- C. The terms and conditions of this Agreement can only be modified or changed by written amendment, executed by both the Division and Grantee. Any attempted oral modification of the terms and conditions of this Agreement shall be null and void and of no force or effect.

#### ARTICLE VI - COPYRIGHT AND PATENTS.

No report, map, or other document provided, in whole or in part, under this Agreement, shall be the subject of an application for copyright or patented by or on behalf of the Grantee.

## ARTICLE VII - RETENTION OF RECORDS.

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, all records required to be maintained under Federal law and regulations, and such other records as the Division may prescribe. The Grantee shall be strictly accountable for all receipts and disbursements under this Agreement and maintain fiscal records related to the Agreement in accordance with generally accepted accounting principles. The Grantee shall make all relevant financial and other program records available to the Division, HUD, and the New Mexico State Auditor upon request and shall maintain all such records for a period of not less than six (6) years following project closeout.

## ARTICLE VIII - REPRESENTATIVES; NOTICE.

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved project:

Name: Rudy Garcia  
Title: Project Manager  
Address: P.O. Box 276  
Santa Fe, New Mexico 87504  
Telephone: (505) 992-9865  
E-mail: rgarcia@santafecountynm.gov  
Facsimile: (505) 992-9869

Grantee may change the Grantee Representative by giving the Division written notice of such change, in accordance with paragraph C of this Article VIII.

- B. The Division hereby designates the person listed below as the official Project Manager responsible for overall administration of this Agreement, including compliance and monitoring of Grantee:

Name: Stephanie Romero  
Title: Project Manager  
Address: Bataan Memorial Bldg Rm. 202  
Santa Fe, New Mexico 87501  
Telephone: (505) 827-4978  
E-mail: stephaniem.romero@state.nm.us  
Facsimile: (505) 827-4948

The Project Manager is the Division representative with the authority to approve on behalf of the Division all matters requiring Division approval under this Agreement. The Division may change the Project manager by giving Grantee written notice of such change, in accordance with paragraph C of this Article VIII.

- C. Notices of suspension, termination, or any other matter under this Agreement shall be sent by e-mail, facsimile, or regular mail addressed to the individual designated in or in accordance with paragraphs A and B of this Article VIII. In the case of notices sent by regular mail only, notices shall be deemed to have been given/received upon the date of the party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of a notice sent by facsimile transmission, the notice shall be deemed to have been given/received on the date reflected on the

facsimile confirmation indicating a successful transmission of all pages included in the writing. A notice sent by e-mail only shall be deemed to have been given/received upon the date of the party's actual receipt.

#### ARTICLE IX - TERMS AND CONDITIONS.

Except to the extent HUD waives any Federal requirement or regulation, the Grantee shall abide by all applicable Federal and State laws and regulations, policies, guidelines, and requirements with respect to the acceptance and use of Federal CDBG funds for this project, including but not limited to the following:

- A. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*).
- B. The HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time).
- C. Construction Project Requirements:
  - 1. The funding assistance authorized hereunder shall not be obligated or utilized for any construction activities until the Grantee has submitted to the Division a Request for Release of Funds and the Division has issued to the Grantee the Authority to Use Grant Funds, forms of which are included in the CDBG Manual.
  - 2. The Grantee shall be responsible for assuring the Division that all plans and specifications and related addenda for construction projects comply with the Prompt Payment Act, and have been filed, reviewed and approved for adequacy and code and standards compliances by appropriate State agencies as may be required before a project is advertised for sealed construction bids. Evidence of any such filing, review and compliance shall be provided to the Division prior to bid advertisement. All subsequent change orders must be submitted to the Division for review and approval prior to execution.
  - 3. Assistance from the State of New Mexico, Community Development Council, shall be acknowledged by project signs erected at the project site prior to and maintained during construction. Project signs shall include the New Mexico Department of Finance and Administration as the funding agency, the Governor's name, the name of the project's architect/engineer, the name of the project, the name of the Grantee, total cost of the project, and a listing of other financial participation by dollar amount from all sources. Project signs shall be weatherproof and shall be painted on one side with a background color of yellow with red lettering of ¾" thick, not smaller than 4' x 6' nor larger than 4' x 8', margin grade plywood. Each sign shall be mounted on two 4" x 4" posts, with the bottom of the sign at least four feet above grade. The sign shall be mounted level at the location designated by the Grantee. The Grantee shall remove the sign upon completion of the construction project.
  - 4. Acknowledgment of funding assistance from the CDBG Program shall be included on any permanent signs, plaques or other displays at facilities constructed with grant assistance.
- D. Reversion of Assets: The Grantee agrees that upon the expiration of this Agreement, the Grantee shall transfer to the Division any funds on hand at the time of the expiration and any accounts



receivable attributable to the use of CDBG funds. The Grantee agrees that, upon expiration, any real property under the Grantee's control that was acquired or improved, in whole or in part, with CDBG funds (including in the form of a loan) in excess of \$25,000, shall continue to either: 1) be used to meet one of the national objectives in the Criteria for National Objectives, set forth at 24 CFR 570.208, until five (5) years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the Division; or 2) if not used in accordance with 24 CFR 570.208, then the Grantee shall, at the time of the change in use, pay the Division an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the Division. No payment is required after five (5) years after expiration of this Agreement, or for such longer period as determined to be approved by the Division.

- E. Program Income: The Grantee shall comply with the program income requirements set forth at 24 CFR 570.504(c). In addition, at the end of the program year, the Division may require remittance of all or part of any program income balances (including investments thereof) held by the Grantee (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 security needs).
- F. Uniform Administrative Requirements: The Grantee shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.
- G. Other Program Requirements:
  - 1. The Grantee shall carry out each activity in compliance with all Federal laws and regulations described in subpart K of the HUD regulations (found at 24 CFR 570.600 – 614, as may be amended from time to time), including, but not limited to, regulations relating to:
    - (a) Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063 (§570.601);
    - (b) Section 109 of the Act (prohibiting discrimination)(§570.602);
    - (c) Labor standards (§570.603);
    - (d) Environmental standards (§570.604);
    - (e) National Flood Insurance Program (§570.605);
    - (f) Displacement, relocation, acquisition, and replacement of housing (§570.606);
    - (g) Employment and contracting opportunities (§570.607);
    - (h) Lead-based paint (§570.608);
    - (i) Use of debarred, suspended, or ineligible contractors or sub-recipients (§570.609);
    - (j) Uniform administrative requirements and cost principles (referencing OMB Circulars A-87, A-110, A-122, and A-128, as applicable)(§570.610);
    - (k) Conflict of interest (§570.611);
    - (l) Executive Order 12372 (relating to water or sewer facility projects)(§570.612);
    - (m) Eligibility restrictions for certain resident aliens (§570.613); and
    - (n) Architectural Barriers Act and the Americans with Disabilities Act (§570.614).
  - 2. Notwithstanding any provision in Section G(1) of this Article IX to the contrary:
    - (a) The Grantee does not assume the Division's environmental responsibilities

- described in 24 CFR 570.604; and
- (b) The Grantee does not assume the Division's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- H. The Conflict of interest provision set forth in 24 CFR 85.36 of the HUD regulations. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- I. The provisions of the Hatch Act, which limits the political activity of employees.
- J. Federal Reporting: The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR Part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 CFR Part 170).
- K. Procurement: The Grantee shall comply with the New Mexico State Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, and the purchasing regulations of the New Mexico General Services Department, State Purchasing Division.
- L. Rule 2.110.2 NMAC.
- M. The Grantee shall finance its share (if any) of the costs of the project, including all project overruns.
- N. The Grantee shall submit all project-related contracts, subcontracts, agreements and subsequent amendments, funded in whole or in part with CDBG funds, to the Division for review and approval prior to execution. Disbursement of Grant funds is conditioned upon the Grantee's contracts, subcontracts and agreements complying with the requirements of Article IV herein. The Grantee shall provide the Division with any other project-related contracts, and agreements upon the Division's request.
- O. Except to the extent that the Division waives in writing any requirement contained therein, the Grantee shall abide by, and this Agreement incorporates all applicable provisions of, the Division's CDBG Manual, as such may be amended from time to time.

#### ARTICLE X - CERTIFICATIONS.

By signing this Agreement, the Grantee certifies to the following:

- A. Anti-Lobbying: To the best of the Grantee's knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or any agency, a

Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs A(1) and (2) of this Article X be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

B. Local Needs Identification: Grantee certifies that it has identified its community development and housing needs, including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.

C. Special Assessments: The Grantee certifies to the following:

1. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements;
2. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds; and
3. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

D. Excessive Force: The Grantee certifies that it has adopted and is enforcing the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations;

- and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- E. Citizen Participation: It has followed a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, and will continue to provide opportunities for citizen participation.
- F. It will, to the maximum extent feasible, contract and subcontract with eligible small, minority and women's business enterprises and utilize eligible businesses which are owned by persons located in the unit of local government in which the project is administered.
- G. It will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.
- H. Overall Benefit: The aggregate use of the Grant funds shall principally benefit persons of low and moderate income in a manner that ensures that at least seventy percent (70%) of the amount is expended for activities that benefit such persons.
- I. Drug Free Workplace: It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing an ongoing drug-free awareness program to inform employees about –
    - (a) The dangers of drug abuse in the workplace;
    - (b) The Grantee's policy of maintaining a drug-free workplace;
    - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  3. Making it a requirement that each employee to be engaged in the performance of the Grant be given a copy of the statement required by paragraph I(1) of this Article X;
  4. Notifying the employee in the statement required by paragraph I(1) of this Article X that, as a condition of employment under the Grant, the employee will –
    - (a) Abide by the terms of the statement; and
    - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  5. Notifying the agency in writing, within ten (10) calendar days after receiving notice under paragraph I(4)(b) of this Article X from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity

the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph I(4)(b) of this Article X, with respect to any employee who is so convicted –
  - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs I(1) –(6) above.
- J. Compliance with Anti-discrimination Laws: The grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.
- K. Compliance with Laws: The Grantee will comply with applicable laws.
- L. General Assurances: The grantee represents and warrants that:
  1. It has the legal authority to receive and expend the Grant funds and execute a CDBG program;
  2. This Agreement has been duly authorized by the Grantee's governing body, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  3. This Agreement and the Grantee's obligations hereunder do not conflict with any law applicable to the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

#### ARTICLE XI - ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the Grantee and the Division. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them, other than what is herein set forth.

#### ARTICLE XII - APPROPRIATIONS.

The Division's performance and liability under this Agreement is contingent upon sufficient authority and appropriations being granted to the Division by HUD and the Council.

ARTICLE XIII - GOVERNING LAW.

This Agreement shall be construed and governed by the substantive laws of the State of New Mexico, without giving effect to its choice of law rules, and applicable Federal laws and regulations.

ARTICLE XIV – LIABILITY.

Each party shall be solely responsible for its own liability under this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties do hereby execute this Agreement as of the date of signature by the Division below.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

\_\_\_\_\_  
Chief Elected Official/Authorized Signatory

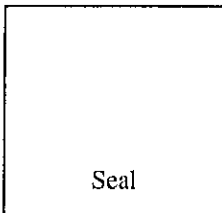
\_\_\_\_\_  
Date

\_\_\_\_\_  
(Type or Print Name)

STATE OF NEW MEXICO     )  
  )ss.  
COUNTY OF \_\_\_\_\_)

Approved as to form  
Santa Fe County Attorney  
By: [Signature]  
Date: Nov 7 2012  
[Signature]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012,  
by \_\_\_\_\_.



\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

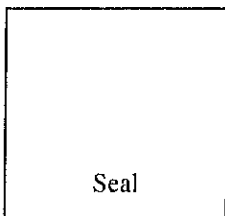
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION

By: \_\_\_\_\_  
Ryan Gleason, Director

\_\_\_\_\_  
Date

STATE OF NEW MEXICO     )  
  )ss.  
COUNTY OF SANTA FE     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012,  
by \_\_\_\_\_.



\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# **Exhibit A**

## **Project Description**

**Name:** Santa Fe County  
**Project Number:** 12-C-NR-I-01-G-36  
**Grant Amount:** \$424,759.00

Santa Fe County, on behalf of Greater Glorieta Community Regional Mutual Domestic Water Consumers Association (Glorieta Estates, Village of Glorieta, and East Glorieta) (MDWA) will improve the water system for the Greater Glorieta Community in Glorieta, NM.

The project consists of the installation of a new waterline along Avenida Ponderosa to connect Glorieta Estates to the Village of Glorieta water supply. The project will consist of installation of approximately 4,300 linear feet of new 8" waterline, fittings, and joint restraints, gate valves, fire hydrants, connection to existing water system, replacement of existing service connections for all three Glorieta MDWCA's with service connections that includes water meters and meter boxes equipped for remote meter reading, automated/remote water meter reading hardware and software

In addition, the waterlines will be installed at a minimum depth of 4-ft from the ground surface. After the subsurface improvements, the existing roadway will be restored to original conditions consisting of a chip seal road surface.

The Project will benefit 253 persons of which 66% are LMI.

Santa Fe County will provide a 10% cash match or \$42,475.90 in addition to \$320,812.10 in leveraging.



**DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Name of Grantee: Santa Fe County		CDBG Project Number: 12-C-NR-I-01-G-36											
Project Description: Water system improvements		1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
		Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
<b>Implementation Milestones:</b> <b>Year: 2012</b> 1. Organize and Set-Up files 2. Submit Depository and Signature Cards 3. Complete Environmental Review Record 4. Prepare RFP/Notice for Professional Services 5. LGD Review/Approval of Engineering Agreement and Related Documents			Completed							XXXX	XXXX		
<b>Design Milestones:</b> <b>Year: 2012/2013</b> 6. Complete Plans/Specifications and Bid Documents 7. LGD Review/Approval of Plans/Specifications and Bid Documents 8. Publish Bid Notice and Award Prime Contract 9. LGD Review/Approval of Prime Contract and Related Documents		XXXX	XXXX					July	Aug.	Sept.	Oct.	Nov.	Dec.
<b>Construction Milestones:</b> <b>Year:</b> 10. Pre-Construction Conference 11. Issue Notice to Proceed 12. Construction 13. Final Inspection/Closeout					XX	XX							

EXHIBIT 1-C PROJECT COST / FINANCING SUMMARY				TYPE OF BUDGET	
State of New Mexico Department of Finance and Administration Local Government Division				[X] Grant Agreement [ ] Amendment	
				Grant Number: 12-C-NR-1-01-G-36	
				Phase:	
				CDBG Amount:	Other Amount:
				\$ 424,759.00	\$ 363,288.00
Project Description: Water system improvements					
PROJECT COST ACTIVITIES		CDBG Funds	PROJECT FUNDING SOURCES		
			Local Cash Match	Local In-Kind	OTHER SOURCES (Identify other local, state, federal or private)
Administration (Contractual)					
Architect/Engineer			99,487.00		
Other Professional			40,000.00		
Inspection (Testing)			43,739.00		
Property Acquisition					
Property Rehabilitation					
Construction		424,759.00	143,613.00		
Contingencies			36,449.00		
Other Activities (list)					
TOTALS:		\$424,759.00	\$363,288.00	\$0.00	\$0.00
					TOTAL PROJECT COST
					\$788,047.00

**EXHIBIT 1-D  
PROGRESS/FINAL REPORT**

**STATE OF NEW MEXICO  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
PROGRESS/FINAL REPORT**

Grantee: \_\_\_\_\_  
Grant Amount: \_\_\_\_\_  
Project Number: \_\_\_\_\_  
Reporting Period: \_\_\_\_\_

1. What tasks have been completed by the end of the current quarter\*:

	DATE
A. PTAB Submittal/Approval	_____
B. Professional Services Contract Bid Out	_____
C. Professional Services Contract Executed	_____
D. SHPO Approval Granted	_____
E. Environmental Assessment Completed	_____
F. Combined Notice Advertised	_____
G. Request for Funds Submitted	_____
H. Authority to Use Grant Funds Issued	_____
I. Construction Bid Documents Prepared	_____
J. Construction Bid Documents Out for Bid	_____
K. Construction Bid Documents Executed	_____
L. Preconstruction Conference Held	_____
M. Construction Begun	_____
M.1 anticipated construction completion date:	_____
M.2 % of work completed**:	_____ %
N. Construction Completed	_____
O. Final Draw Submitted	_____
P. Final Closeout Public Hearing	_____

\* If not needed for the CDBG project, list N/A

\*\*Please report % of work completed at time of reporting period.

Comments:

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## **CDBG Progress/Final Report**

2. Describe any problems encountered or delays experienced in the implementation and administration of the project. Also, discuss actions or methods used or to be used in alleviating the problem. Attach additional sheets if necessary.
3. Provide a detailed budget breakdown of expenditures to date on the attached Request for Payment/Financial Status Report Form (**Exhibit 1-M**).

### Certification

Under penalty of law, I hereby certify that to the best of my knowledge and belief that the information contained in this report is correct and true.

\_\_\_\_\_  
Signature of Grantee Representative

\_\_\_\_\_  
Signature of Chief Elected Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# ONLY USE NEXT THREE PAGES FOR THE FINAL REPORT – NOT QUARTERLY REPORTS

## CDBG Final Report

4. List other public/private funds used in conjunction with this project:

Public \_\_\_\_\_ Private \_\_\_\_\_ In-Kind \_\_\_\_\_

5. State which of the three state/national objectives the project addresses. Check more than one if applicable.

- a. Benefit to Low/Moderate \_\_\_\_\_
- b. Slum and Blight \_\_\_\_\_
- c. Urgent Need (Health and Safety) \_\_\_\_\_

6. Indicate Project Impact by providing the following information, if applicable:

	Projected	Actual
Number of Housing Units Rehabilitated	_____	_____
Number of Jobs Created	_____	_____
Number of Jobs Retained	_____	_____
Number of Persons Served by Community Facilities	_____	_____

- a. Type of Facility \_\_\_\_\_
- b. Number of Facilities \_\_\_\_\_

7. a. Indicate the number and percent of low/moderate income persons benefiting from this project.

Projected # \_\_\_\_\_/\_\_\_\_\_ % Actual # \_\_\_\_\_/\_\_\_\_\_ %

Minorities (if available) # \_\_\_\_\_/\_\_\_\_\_ %

b. Indicate the dollar amount and percent of funds directly benefiting low/moderate income persons.

\$ \_\_\_\_\_/\_\_\_\_\_ %

Minorities (if available) # \_\_\_\_\_/\_\_\_\_\_ %

c. Provide the total number of direct beneficiaries of this project. \_\_\_\_\_

## CDBG Final Report

d. Total number of direct beneficiaries (7.c.) who are:

1. Ethnicity:

- (a) Hispanic or Latino # \_\_\_\_\_  
(b) Not Hispanic or Latino # \_\_\_\_\_

2. Race:

- (a) American Indian or Alaskan Native # \_\_\_\_\_  
(b) Asian # \_\_\_\_\_  
(c) Black or African American # \_\_\_\_\_  
(d) Native Hawaiian or  
Other Pacific Islander # \_\_\_\_\_  
(e) White # \_\_\_\_\_  
(f) American Indian or  
Alaska Native and White # \_\_\_\_\_  
(g) Asian and White # \_\_\_\_\_  
(h) Black or African American  
And White # \_\_\_\_\_  
(i) American Indian or Alaska Native  
And Black or African American # \_\_\_\_\_

3. Gender:

- (a) Male # \_\_\_\_\_  
(b) Female # \_\_\_\_\_  
(c) Female-Head of Household # \_\_\_\_\_

e. Complete and attach the Contract and Subcontract Activity Form (**Exhibit 1-E**).

8. Indicate the amount of CDBG money used in the following categories.

	Projected	Completed
Community Infrastructure	_____	_____
Housing Rehabilitation	_____	_____
Public Service Capital Outlay	_____	_____
Economic Development	_____	_____
Administration (Planning & Technical Assistance)	_____	_____

**NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT**  
Request for Payment/Financial Status Report  
Exhibit 1-M

Payment Request Number: \_\_\_\_\_

**I. A. Grantee:**

B. Bank Name \_\_\_\_\_  
 Bank Address \_\_\_\_\_  
 (Physical & Mailing) \_\_\_\_\_  
 C. Grantee Phone Number: \_\_\_\_\_  
 D. Account No. \_\_\_\_\_  
 E. Routing No. \_\_\_\_\_  
 F. Grant No. \_\_\_\_\_

**II. Payment Computation:**

A. Grant Award \$0.00  
 B. Funds Received to Date \$0.00  
 C. Requested this Payment \$0.00  
 D. Grant Balance \$0.00

**III. Report Period Ending**

Budget Categories	Approved Budget		Expenditures This Request		Expenditures to Date	
	Grant Funds	Match Funds	Total Budget	Grant Funds	Match Funds	Total Expenditures
Administration (Contractual)			\$0.00			\$0.00
Architect/Engineer			\$0.00			\$0.00
Other Professional			\$0.00			\$0.00
Inspection (Testing)			\$0.00			\$0.00
Property Acquisition			\$0.00			\$0.00
Property Rehabilitation			\$0.00			\$0.00
Construction			\$0.00			\$0.00
Contingencies			\$0.00			\$0.00
Other Activities (list)			\$0.00			\$0.00
<b>TOTALS:</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**IV. CERTIFICATION:** Under penalty of law, I hereby certify that to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation attached for this payment request are true and correct copies of the originals.

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_

Print or Type Name \_\_\_\_\_

\* Both local level signatures must match depository/signature card.

\*\* Authorizing official is not authorized to sign Request for Payment/Financial Status Report.

(DFA Local Government Division Use Only)

Division Fiscal Officer \_\_\_\_\_ Date \_\_\_\_\_

Division Project Representative \_\_\_\_\_ Date \_\_\_\_\_

# **Fiscal Impact Report**

## **Santa Fe County**

**BCC Meeting Date:** March 12, 2013

**BCC Agenda Item:** \_\_\_\_\_

**Department:** Public Works / Projects, Facilities and Open Space

**Goods/Services/Project:** Glorieta area water system improvements

### **Section 1:**

**Issue:** (fill in the circle(s) below for the appropriate item for BCC discussion and approval)

- ☐ Revenue Generating, e.g. Grant, charges and fees, etc.
- ☐ Contractual Service, e.g. Professional services agreement, price agreement, joint powers agreement, etc.
- ☒ Loan/Grant Agreement
- ☐ Other \_\_\_\_\_

### **Section 2:**

**Funding Sources:** (fill in the circle(s) below for the appropriate item for BCC discussion and approval)

- ☐ General Fund: (property tax, GRT's, etc.)
- ☐ Capital Outlay GRT: (capital infrastructure does not include maintenance or repair costs)
- ☐ Bond Proceeds:
- ☒ Grant Funds      Match ☒ Yes or No      If Yes, amount: \$42,475.00

### **Section 3:** (ongoing operations and maintenance requirements)

- ☐ Short Term (specify needs for the current fiscal year only)
  - ☐ FTE's N/A      Annual Cost \$ \_\_\_\_\_
  - Overhead (vehicle, computer, etc.) \$ \_\_\_\_\_
- ☐ Long Term (specify needs for the next three fiscal years)
  - ☐ FTE's N/A      Annual Cost \$ \_\_\_\_\_
  - Overhead (vehicle, computer, etc.) \$ \_\_\_\_\_
- ☐ Other: \_\_\_\_\_



NO PACKET MATERIAL  
FOR THIS ITEM

**NO PACKET MATERIAL FOR THIS  
ITEM**

**EXECUTIVE SESSION**