

Santa Fe County Housing Authority Board
March 26, 2013
Legal Conference Room
10:00 a.m.

AMENDED
AGENDA

- I. Call to Order**
- II. Roll Call**
- III. Introductions**
- IV. Approval of Agenda** (Action)
- V. Approval of Minutes** (Action)
- VI. Approval of Resolution 2013-03HB, a Civil Rights Certification, HUD 50077-CR Form** (Action)
- VII. Approval of Resolution 2013-04HB, a Resolution Writing Off Uncollectable Accounts for the Santa Fe County Housing Authority's Public Housing and Housing Choice Voucher (Section 8) Programs (\$50,690.06)** (Action)
- VIII. Proposed Terms for a Jurisdictional Agreement with the Santa Fe Civic Housing Authority** (Discussion and Possible Action)
- IX. Proposal for a Rent-to-Own Program for Sale of Homes Purchased Under the Foreclosure Prevention Program** (Discussion)
- X. Housing Authority Updates:** (Discussion)
 - (a) Site Improvement Plan/CFP Update
 - (b) Vacancy Update
 - (c) Director's Report
- XI. Review of Applications Submitted for Community Board Member Position** (Discussion)
- XII. Public Comments** (Discussion)
- XIII. Matters from the Board** (Discussion)
- XIV. Executive Session (Discussion and Possible Appointment of a Community Board Member)** (Discussion & Possible Action)
- XV. Adjournment**

MINUTES OF THE
SANTA FE COUNTY
HOUSING AUTHORITY BOARD

February 26, 2013

This meeting of the Santa Fe County Housing Authority was called to order on the above-cited date in the Santa Fe County Legal Conference Room, at the County Courthouse at approximately 10:25 a.m. by County Commission Vice Chair Danny Mayfield.

Roll call indicated the presence of a quorum with the following Board members present:

Members Present:

Kathy Holian, Commissioner
Robert Anaya, Commissioner
Miguel Chavez, Commissioner
Danny Mayfield, Commissioner
Liz Stefanics, Commissioner
Frances Ong, Resident Member

Member(s) Excused:

[One vacancy]

Staff Present:

Katherine Miller, County Manager
Rachel Brown, Deputy County Attorney
Ron Pacheco, Housing Authority Director
Erik Abboe, Manager's Office
Penny Ellis-Green, Growth Management Department
Larry Narvaiz, Housing Staff
Deanna Lopez, Housing Administrator
Tracey Young, Senior Accountant
Steve Brugger, Affordable Housing Director
Rosemary Bailey, Affordable Housing
Tim Vigil, Assistant County Attorney
Chris Barela, Constituent Liaison
Molly Saiz, Finance

Other Present:

Joseph Loewy, Board Candidate
Roman Abeyta, Boys & Girls Clubs of Santa Fe
Paul Gonzales, Boys & Girls Club of Santa Fe
Warren Thompson, Developer

III. Introductions

Those present introduced themselves.

IV. Approval of Agenda

Commissioner Stefanics moved to approve the agenda as published. Commissioner Chavez seconded, and the agenda was unanimously [6-0] approved.

V. Approval of Minutes: January 29, 2013

Commissioner Chavez moved to approve the minutes from the above-cited date as presented. His motion was seconded by Commissioner Stefanics and passed by unanimous [6-0] voice vote.

VI. Presentation: Boys & Girls Clubs in the County

Mr. Pacheco said the Housing Authority has a wonderful working relationship with the Boys & Girls Clubs and he was pleased that CEO Roman Abeyta and Board president Paul Gonzales were present today. The "Clubs" are located at three of the County's housing site providing benefits to the children.

Mr. Abeyta said there are six clubs in the County and he reported the summer recreation program had 459 children; the afterschool program currently has 417 participants. He provided a breakdown of the number of participants at the different sites with 44 percent of children going to County Club facilities. Using a County district map, he was able to show which districts the 417 children resided within: District 1, 106; District 2, 98; District 3, 51; District 4, 82 and District 5, 106. Santa Fe County dollars are having a direct impact on County kids.

Total operating budget for 2013 is \$1+ million with 11 percent coming from Santa Fe County. Forty-four percent of the Club's participants are County residents noted Mr. Abeyta. The Club has a four-year contract with the County for an annual amount of \$115,000. Club programs include literacy programs, guitar, mentoring, homework help, food and nutrition, arts & crafts, computer stations supported by Intel and Zero Divide, an MIT program, drama theatre, and recreation. The Club is open after school five days a week and in the summer five days a week.

Mr. Abeyta highlighted that 85 percent of all funding goes to the programs.

Mr. Abeyta said Boys & Girls Clubs of American asked the Santa Fe Clubs to take over two clubs – one in Chimayo and the other in Abiquiu. Both clubs are located in elementary schools and as of February 1, 2013 the two clubs are now part of Santa Fe. He anticipated that Boys & Girls Clubs of Santa Fe may become Boys & Girls Clubs of Northern New Mexico. With the additions to the new clubs there is a projection of 15+ percent increase in the afterschool programs and the summer programs.

Mr. Abeyta said Pojoaque's Club is supported by Pojoaque Pueblo and they have an excellent relationship with Santa Fe.

Commissioner Mayfield requested a count of County residents using the Santa Cruz Club.

Mr. Abeyta provided statistics from a Columbia University study that evaluated the effects of the Clubs on young people living in public housing. The research indicates that the Clubs made a significant difference in the quality of life for residents in public housing when compared to other housing sites without Clubs. He reported that with a recent \$5,000 grant from Coca Cola the Club will upgrade the Camino de Jacobo park.

With the addition of the Chimayo club, Mr. Abeyta said the Club will be requesting additional funds for operations. He said the operation cost per club is approximately \$35,000.

Commissioner Chavez asked to see the volunteer/in-kind dollars as well as the federal contribution when the monetary request comes forward.

Commissioner Anaya asked Mr. Abeyta to consider adding County to the name, making it the Boys & Girls Clubs of Santa Fe County. The Commissioner asked Mr. Abeyta to focus on recruiting Section 8 and public housing residents.

Mr. Gonzales pointed out that the County logo is on the Clubs' masthead and they spent over \$30,000 a year to bus kids from the schools to the clubs. Currently, they are working with the SFPS transit system to get kids dropped off at the clubs.

Ms. Miller said this fiscal year budget includes funds for summer programs and an RFP will be issued.

Commissioner Stefanics asked whether the Mobile Health Van could be useful to the Clubs. Mr. Abeyta said the Club currently has a program with a local dental group and with advance notice, he felt the van could be useful. The Commissioner asked Mr. Pacheco to follow up on the van idea.

Mr. Abeyta commented that the MOA the Club has with the County is being used a model throughout the country.

VII. Approval of Resolution 2013-02HB: Allowing a Transfer of VASH Funds to Section 8 Program Funds

Mr. Pacheco said Veterans Affairs Supportive Housing (VASH) is a voucher-based assistance program dedicated to housing homeless veterans. Approval of this resolution will allow a transfer of monies from the VASH fund into the fund specifically dedicated to Housing Choice Voucher program.

Commissioner Stefanics moved to approve Resolution 2013-02HB. Her motion was seconded by Commissioner Chavez and passed by unanimous [5-0] voice vote. [Commissioner Mayfield was not present for this action.]

VIII. Review of Applications: Resident Board Membership and Possible Appointment

Mr. Pacheco noted that Frances Ong submitted a letter declaring her interest in reappointment to the Authority that was included within the packet.

Mr. Pacheco said the Authority advertised the vacancy at the offices as well as the newsletter. Along with Ms. Ong there were two other interested candidates. In accordance with the direction he received at the last meeting from the Board, Ms. Ong's interest for reappointment would be addressed prior to acting on other candidates. It was noted that Ms. Ong has served on the Board two years this March.

Commissioner Anaya moved to reappoint Ms. Ong. Commissioner Chavez seconded and by unanimous voice vote, Frances Ong was reappointed to the Housing Authority Board.

Commissioner Stefanics asked that the two other candidates be encouraged to participate with the Authority. Mr. Pacheco said he would invite those individuals to participate in the monthly meeting he has with Ms. Ong to discuss housing site issues.

IX. Review of Applications: Community Board Membership and Possible Appointment

Chair Holian said the candidates were a very impressive group of people. She suggested that the Authority review the applications in executive session or over the next month and take action in March or take action now.

Ms. Miller said typically the conflict of interest statement and background check will have been accomplished before staff makes a recommendation.

Following discussion, Mr. Pacheco was directed to obtain conflict of interest statements, review/vet the candidates and recommend three. Then the Authority can meet in executive session to make the selection at the March meeting.

X. Presentation: Options Regarding Proposed Cooperative Agreement from Civic Housing Authority

Mr. Pacheco said since he has been with the Authority he has been asking the City to allow County Section 8 clients to "house-up" to the City. City Civic Housing has been leasing up in the County and one of the issues has been that the County has to get City permission to house in the City but the City was not requested the same from the County. Usually an administrative fee is obtained from the other authority to administer their residents/clients. He said it has been difficult to get Civic Housing Director Ed Romero to agree to the reciprocal administrative fees. However, as a developer, Civic Housing has been advised by HUD to settle outstanding issues with Santa Fe County and other governmental entities. The Civic Housing Authority has proposed a new MOU which does not address the County's needs.

Mr. Pacheco said he would like have a meeting with Ms. Miller, the Mayor and City Manager to discuss the issues and hopefully get support to open the jurisdiction. He explained the importance of locating clients near the hospital and other support facilities.

Stating the County always allows for a designee from the City on boards and councils, Commissioner Mayfield suggested asking the Mayor to appoint Mr. Pacheco to the Civic Housing Board.

Commissioner Anaya recommended that first step is for staff to request this Authority be placed on the Civil Housing Board's next agenda, to discuss the issues with that Board and ask the Mayor to attend the meeting as it relates to the ongoing annexation issue.

Ms. Miller offered the first step should be to meet with the Mayor and Manager to obtain their support and then meet with the Board. She agreed with Commissioner Anaya that the annexation is a big issue.

Commissioner Chavez suggested preparing an amended MOA reflecting the County's desires. Mr. Pacheco said the agreement with Bernalillo includes an open jurisdiction and he would forward the drafted agreement to the Board.

Commissioner Stefanics said the Civic Housing Authority has advertised green buildings which appears to be inaccurate and she mentioned that a complaining Civic Housing resident was advised to move to a County facility.

XI. Update: 5(h) Homeownership Plan

Mr. Pacheco outlined the potential uses of home sales money: trust fund, new development, assistance to low-income families. Former director Dodie Salazar forwarded a letter to the Special Applications Office and a response was not received. Mr. Pacheco said he contacted the Office and was informed that they found two issues: the proposal is too broad and proposed programs need to be added to the 5(h) Homeownership Plan. Mr. Pacheco said a detailed response has been developed and forwarded to the Special Application Office and he will provide additional information at the March meeting.

Commissioner Anaya thanked Mr. Pacheco for following up on this matter.

IX. Housing Authority Updates

A. Site Improvement Plan/CFP Update

Mr. Pacheco commended Mr. Narvaiz for his efforts and said there is currently a 98 percent vacancy rate.

Larry Narvaiz reported the following:

- The cabinet replacement project is anticipated to be completed next week.
- Extension of the main sewer line at the Jacob D. Martinez site project is being finalized.
- The Santa Cruz sewer line work will be performed by Subsurface Construction and a contract agreement is being worked out with the City of Santa Fe.
- Unit turnaround has improved with Sol Systems' help.
- The County will have a number of roofing firms under contract so re-roofing and preventive maintenance can occur in a timely manner.

Commissioner Anaya estimated that millions have been spent on the housing authority roofs. Tracking warranty work is very important. He said staff should investigate modifying the roofs.

Commissioner Chavez encouraged staff to conduct a needs assessment on the Housing Authority buildings and develop a five-year plan to address those needs with the necessary budget.

B. Vacancy Update

Mr. Pacheco said the big news is the 98 percent vacancy rate. He recognized the tremendous team work of staff.

C. Director's Report

Free Income Tax Service: Mr. Pacheco said it was determined by County Legal that the program had liabilities. Staff will provide information directing residents to other available free services for tax preparation and seniors can receive free transportation to obtain tax help.

Update on Writing-off Uncollectable Debt from former tenants of public housing continues to be addressed with staff sending letters to past tenants. The list will be presented at the March meeting.

Information on Preferences: Mr. Pacheco reviewed a preference list for working individuals, families, and disabled.

High Occupancy Rate: Mr. Pacheco said the sequestration could affect the Housing Authority. It could impact the vouchers the County obtains and he would review the issues.

Commissioner Stefanics said she would not want any residents displaced because of sequestration.

XI. Public Comments - None were offered.

XII. Matters from the Board

Ms. Miller congratulated Tracey Young for passing her CPA test.

A moment of silence was observed for the son of Donna Bradley. Mr. Pacheco was directed to send a condolence note to Ms. Bradley from the Authority.

XIII. Executive Session: Limited Personnel Matters – It was deemed unnecessary.

XVI. Adjournment

Having completed the agenda and with no further business to come before the Authority, this meeting adjourned at approximately 11:55 a.m.

Approved by:

Kathy Holian, Commission Chair
Housing Authority Board

ATTEST TO:

GERALDINE SALAZAR
COUNTY CLERK

Submitted by:

Karen Farrell, Wordswork

MEMORANDUM

Date: March 26, 2013

To: Santa Fe County Housing Authority Board

From: James R. Pacheco, Executive Director *JR*

Re: Approval of Resolution No. 2013-03HB, Approving form HUD-50077-CR, Civil Rights Certification

ISSUE

The Santa Fe County Housing Authority is required by the U.S. Department of Housing and Urban Development to submit form HUD-50077-CR, Civil Rights Certification annually. The form certifies that the Authority will carry out the public housing program in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

RECOMMENDATION

The Santa Fe County Housing Authority requests that the Santa Fe County Housing Authority Board approve Resolution No. 2013-03HB approving the Civil Rights Certification.

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Civil Rights Certification**Annual Certification and Board Resolution**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Santa Fe County Housing Authority

NM050

PHA Name

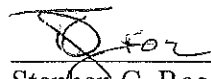
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official	Kathy Holian
Title	Chairman, Santa Fe County Housing Board of Commissioners
Signature	Date 03/26/2013

Attest:

Approved As To Form

Geraldine Salazar, Clerk


 Stephen C. Ross, County Attorney

MEMORANDUM

Date: March 26, 2013

To: Santa Fe County Housing Authority Board

From: James R. Pacheco, Executive Director *JRP*

Subject: Approval of Resolution No. 2013-04HB for the Write Off of Uncollectible Accounts

ISSUE

The Santa Fe County Housing Authority requests approval of Resolution No. 2013-04HB, a Resolution Writing Off Uncollectable Accounts for the Santa Fe County Housing Authority's Public Housing and Housing Choice Voucher (Section 8) Programs.

BACKGROUND

In June 2011, the Housing Authority Board approved Resolution No. 2011-06 writing off uncollectable accounts and setting up the procedures to do this on an annual basis. In following the procedures set forth in the resolution, the Housing Authority has reviewed the account balances of tenant that are no longer residing in public housing or are no longer Section 8 tenants at the Housing Authority to determine the amounts to be written off. The balances listed in Attachment "A" comprise a list of the former tenants whose accounts are deemed uncollectible.

The U.S. Department of Housing and Urban Development encourages housing authorities to write off bad debt because maintaining these accounts on the financial reports is misleading and fails to reflect the true and accurate condition of the Housing Authority.

RECOMMENDATION

The Santa Fe County Housing Board approves a Resolution Writing Off Uncollectable Accounts for the Santa Fe County Housing Authority's Public Housing and Housing Choice Voucher (Section 8) Programs.

Santa Fe County

Fiscal Impact Report

Department / Division: **Housing**

Action Item to be Considered: Write off of uncollectible accounts receivable

Agreement Number: n/a

Indicate with a <input checked="" type="checkbox"/> below	Section 1 -Identify the type of document below for HAB Consideration and Approval
<input type="checkbox"/>	Revenue, e.g. Grant, charges and fees, etc.
<input type="checkbox"/>	Contractual Services (includes change orders), e.g. Professional services agreement, construction, price agreement, joint powers agreement, lease agreement, etc.
<input type="checkbox"/>	Loan/Grant Agreement
<input checked="" type="checkbox"/>	Other: Write off of uncollectible accounts receivable

Indicate with a <input checked="" type="checkbox"/> below	Section 2 - Funding Source Identify the item below for HAB Consideration and Approval
<input type="checkbox"/>	General Fund, e.g. property taxes, gross receipt taxes, etc.
<input type="checkbox"/>	Special Revenue Funds, e.g. Fire, Indigent, etc. <div></div>
<input type="checkbox"/>	Capital Outlay GRT, (capital infrastructure only, does not include maintenance or repair costs)
<input type="checkbox"/>	Bond Proceeds (general obligation and gross receipt tax revenue bonds) <div></div>
<input type="checkbox"/>	Grant Funds. If yes, indicate the percentage and amount required % and/or \$, and source. % <div></div> \$ <div></div> Source <div></div>
<input checked="" type="checkbox"/>	Other: <div>n/a - funds uncollected</div>

Section 3 - Ongoing operations and maintenance (O&M) requirements:

Short Term (Specify needs for the current fiscal year only)

n/a

New FTE's #	Position	Hourly Rate \$
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Current Fiscal Year Cost \$	Annual Cost \$
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Initial Costs (Vehicle, computer, office space, etc.)

O & M (Concisely identify the recurring needs, supplies, equipment, and the resources necessary for carrying out the job duties)

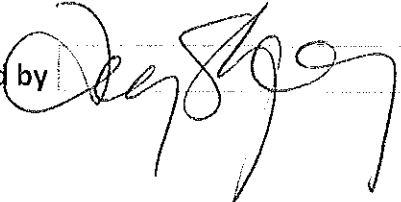
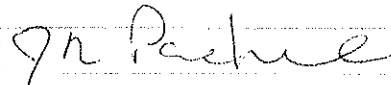
Current Fiscal Year Cost \$ <input type="text"/> Annual Cost \$ <input type="text"/>
Long Term (Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs) n/a
Salary & Benefits: <input type="text"/>
All other expenses: <input type="text"/>

Section 4 - Revenue
Short Term (Specify the revenue potential for the current fiscal year only. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection). n/a
Current FY Estimate \$ <input type="text"/>
Long Term (Specify the revenue potential for the next four (4) fiscal years. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection). n/a
Annual Estimate \$ <input type="text"/> Total (next 4 years) \$ <input type="text"/>

Additional Narrative

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

The U.S. Department of Housing and Urban Development encourages housing authorities to write off bad debt because maintaining these accounts on the financial reports is misleading and fails to reflect the true and accurate condition of the Housing Authority. HUD could lower the Authority's performance rating and/or subsidies could be reduced if the Authority's balance sheet shows excessive outstanding accounts receivable.

Prepared by  Reviewed by 

SANTA FE COUNTY

Housing Authority Board Resolution No. 2013-04HB

**A RESOLUTION WRITING OFF UNCOLLECTABLE ACCOUNTS FOR
THE SANTA FE COUNTY HOUSING AUTHORITY'S PUBLIC HOUSING
AND HOUSING CHOICE VOUCHER (SECTION 8) PROGRAMS**

WHEREAS, the Santa Fe County Board of Housing Commissioners implemented policies and procedures to write off uncollectable tenant accounts as reflected in Housing Authority Board ("HAB") Resolution No. 2011-07; and

WHEREAS, pursuant to the procedures set forth in HAB Resolution No. 2011-07, the Santa Fe County Housing Authority (the "Housing Authority") has reviewed the account balances of tenants that are no longer residing in public housing or are no longer Section 8 tenants at the Housing Authority ("former tenants"); and

WHEREAS, HAB Resolution No. 2011-07 provides that the Housing Authority is required to review the accounts of former tenants at the beginning of each calendar year for the previous calendar year ; and

WHEREAS, Attachment "A" is a listing of the former tenants and their accounts that are deemed to be uncollectable and are requested to be written off pursuant to HAB Resolution No. 2011-07 for calendar year 2012; and

WHEREAS, the Housing Authority has made every reasonable effort to collect any balance owed by the former tenants listed in Attachment "A"; and

NOW, THEREFORE, BE IT RESOLVED that the Santa Fe County Board of Housing Commissioners hereby approves and adopts the write off of uncollectable tenant accounts for the Housing Authority set forth in Attachment "A" of this Resolution.

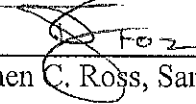
PASSED, APPROVED, and ADOPTED this 26th day of March 2013.

Kathy Holian, Chairperson

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:



Stephen C. Ross, Santa Fe County Attorney

ATTACHMENT A
Santa Fe County Housing Authority Resolution No. 2013-04HB
Schedule of Write Off of Uncollectible Accounts

Account	Name	Type	Amount	Date
7753	Alboth, Rebecca	Public Housing	4,924.42	July 31, 2008
7803	Bautista, Otilia	Public Housing	285.00	October 15, 2011
7775	Beacham, Chantay	Public Housing	17.00	December 15, 2009
9070	Berry, Monica	Section 8	480.60	October 10, 2008
9049	Bryant, Douglas	Section 8	2,966.00	August 1, 2005
7750	Burke, Suzette	Public Housing	872.48	June 30, 2008
9069	Cervantes, Diane	Section 8	1,902.00	June 20, 2008
7777	Delacruz, Virginia	Public Housing	98.00	March 18, 2010
9044	Duran, James	Section 8	801.91	November 2, 2004
7761	Duran, Sandra	Public Housing	781.73	November 30, 2008
7756	Figueroa, Elena	Public Housing	931.67	October 7, 2008
7798	Flores, Cynthia	Public Housing	748.00	June 20, 2011
9066	Fresquez, Diana	Section 8	34.00	November 2, 2007
7782	Garcia, Joe	Public Housing	236.00	September 30, 2009
9036	Gomez, Andrea	Section 8	1,381.75	July 22, 2004
6673	Gonzales, Julisa	Public Housing	474.40	December 9, 2011
9085	Griego, Ronnie	Section 8	94.00	April 23, 2010
7773	Herrera, Esther	Public Housing	458.69	November 16, 2009
7763	Jacquez, Mirna	Public Housing	445.20	February 28, 2009
7766	Lopez, Lori	Public Housing	154.24	January 1, 2009
9097	Lozano, Bellanira	Section 8	191.00	July 12, 2011
9073	Lucero, Angel	Section 8	763.00	November 24, 2008
9012	Lujan, Evangeline	Section 8	258.00	May 17, 2002
6659	Maes, Denise	Public Housing	382.96	September 16, 2011
7801	Marez, Monica	Public Housing	234.00	June 21, 2011
7751	Martinez, Angie	Public Housing	345.71	July 31, 2008
7797	Martinez, Katherine	Public Housing	315.60	June 20, 2011
7802	Martinez, Maria	Public Housing	759.00	July 25, 2011
7799	Mascarenas, Nicole	Public Housing	160.00	May 9, 2011
6909	Medina, Brenda	Public Housing	745.87	August 5, 2011
7783	Mendoza, Alicia	Public Housing	1,166.50	November 20, 2008
9058	Mendoza, Celina	Section 8	130.00	July 9, 2008
7755	Montoya, Lorraine	Public Housing	1,262.30	September 15, 2008
7772	Noriega, Josie	Public Housing	3,551.70	November 16, 2009
9050	Payne, Wendy	Section 8	1,008.22	January 2, 2006
9082	Ramirez, Clarissa	Section 8	120.00	March 12, 2010
7770	Rivera, Felicia	Public Housing	411.00	August 31, 2009
9001	Rivera, Michelle	Section 8	846.00	March 5, 2002
7760	Robinson, Rebecca	Public Housing	197.80	November 13, 2008
9026	Rodriguez, Gianna	Section 8	2,167.00	April 10, 2003
9059	Rojas, Augustine	Section 8	988.00	October 4, 2011

ATTACHMENT A
Santa Fe County Housing Authority Resolution No. 2013-04HB
Schedule of Write Off of Uncollectible Accounts

Account	Name	Type	Amount	Date
6942	Ruybal, Eva	Public Housing	315.46	June 30, 2011
9009	Salazar, Laura	Section 8	2,119.80	June 5, 2001
9053	Sanchez, Rhoda	Section 8	25.00	March 30, 2006
9045	Sanchez, Tammy	Section 8	188.41	November 10, 2004
7762	Sandoval, Crestina	Public Housing	243.50	February 28, 2009
7784	Sepulveda, Naomi	Public Housing	7,754.00	March 26, 2010
7757	Serrano, Sandra	Public Housing	593.12	October 16, 2008
7795	Silva, Marta	Public Housing	95.00	March 31, 2011
7769	Simmons, Donna	Public Housing	166.66	August 7, 2009
7771	Stechel, Tammy	Public Housing	2,030.50	October 14, 2009
7748	Tapia, Anita	Public Housing	108.24	July 14, 2008
9055	Trujillo, Lupita	Section 8	103.00	June 28, 2006
7758	Trujillo, Simon	Public Housing	418.44	October 3, 2008
9077	Valdez, Rosie	Section 8	208.00	March 16, 2009
7780	Vigil, Crystal	Public Housing	633.16	April 21, 2009
7759	Wheeler, Audrey	Public Housing	1,071.85	October 20, 2008
7767	Zafario, Crucita	Public Housing	337.07	April 27, 2009
1723	Zamora, Tina	Public Housing	188.10	September 2, 2011
Total of uncollectible accounts			<u>\$ 50,690.06</u>	

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: March 13, 2013

To: Santa Fe County Board of County Commissioners

From: Steven Brugger, ^{SRB}Affordable Housing Administrator

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

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

Background

At previous meetings, the BCC and Housing Authority Board 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 and the potential impact of federal and state regulations and other legal parameters are further evaluated. 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 Resolution for BCC consideration.

A companion Resolution, or joint Resolution, would be presented to the Housing Authority Board for consideration for those County Housing Authority-owned affordable units that have been purchased under the Foreclosure Prevention Program with HUD funds and which are currently owned by the County Housing Authority.

Applicability of Program

This program is designed for use on those 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 by the County Housing Authority under the program to-date, one has been sold, one is under contract and three remain on the market. In the future, County affordable housing program funds may be used to purchase homes facing foreclosure. 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 Seller/Landlord flexibility to sell the homes to income qualified households and offers the Buyer/Tenant 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 Buyer/Tenant the right to purchase the property at a specified price and terms. The Buyer/Tenant would exercise this right by providing the Seller/Landlord 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 amount of Seller/Landlord's 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 the Seller/Landlord times 2%.

Determination of Monthly Rent

The calculation of monthly rent may use the specific Public Housing method to determine rent payable by the Buyer/Tenant. In general, rent may 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 may 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 a minimum of 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. 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 Seller/Landlord.

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 Seller/Landlord.

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 provide a written certification that the Property will be their full-time residence.

First-Time Homebuyer

The applicant must provide a written certification that they are 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 illustrates 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 any 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 County 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 may be advertised on the County Housing Authority website, will be advertised on 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 for BCC consideration which would authorize and implement this rent-to-own program for use on County-owned homes purchased under the Foreclosure Prevention Program using affordable housing program funds. Also, direct staff to present a resolution for Housing Authority Board consideration which would authorize and implement this rent-to-own program for use on existing County Housing Authority-owned homes purchased under the Foreclosure Prevention Program.

Attachments

Exhibit 1: Draft Option to Purchase Agreement

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, a political subdivision of the State of New Mexico, whose address is 102 Grant Avenue, 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: _____ 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 (30th) 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 is _____ and 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
Katherine Miller, County Manager
102 Grant Avenue
Santa Fe, New Mexico 87504

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 the 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 detection, fire detection, 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 not part of the Property and are excluded from the sale of the Property: _____

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 Agreement 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;

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;

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

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;
- (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; and
- (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.

6.2.3. By signing this Agreement, Buyer/Tenant certifies that the Property shall be used as Buyer/Tenant's primary residence;

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 not enter into 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/Landlord 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
ATTN: Katherine Miller, County Manager
102 Grant Avenue
Santa Fe, New Mexico 87504

And:

Santa Fe County
Attn: Stephen C. 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 or the County.

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.

24. CONDITION PRECEDENT.

The terms of this Agreement are conditioned upon proper approval having been received by the Seller/Landlord for the disposition of property described in this Agreement from relevant authorities required to provide such approval pursuant to New Mexico law and statutes including, but not limited to, the New Mexico Department of Finance and Administration and the New Mexico State Board of Finance.

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**

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:

Memorandum

To: Santa Fe County Housing Authority Board
From: Victor Gonzales, Project Manager
Via: James R. Pacheco, Executive Director
Date: 3/18/2013
Re: CFP Report

Cabinet Replacement

The cabinet replacement was completed on March 8, 2013. Thirty-seven units received new cabinets in the kitchen and bathroom areas. The project was completed with the use of 2012 Capital Project Fund monies provided by HUD. The total amount of the cabinet replacement project was \$137,566.32

Extension of our Main Sewer Line at the Jacob D. Martinez Site

Staff met with Southwest Mountain Surveys, who measured the depth of the sewer lines. The surveyor submitted the information collected to the engineer. The engineer submitted a preliminary design on March 15, 2013. Finalization of the design will be completed by the end of March. The bidding process will begin after the finalization of the design. The cost of the contract with Conrad Wood's was \$11,994.18, which included the cost of surveying and drawings.

Sewer Lines at Santa Cruz Housing Site

Staff is working with Robert Rodarte of the City of Santa Fe to receive permission to piggy-back (share) off of the City of Santa Fe's contract with Sub-Surface for sewer replacement at the Santa Cruz site.

Roofing and Preventative Maintenance of Public Housing Units

Plans including a scope of work were submitted to the Purchasing Office to secure roofing contractors for ongoing roofing repair and replacement at three public housing sites. Housing staff and purchasing staff are working together to decide how to proceed with this project.

Abatement and Modernization of a Unit at Santa Cruz Housing Site

A unit at the Santa Cruz Site (154 Camino de Quintana) recently became vacant. The unit will be listed as abated/modernized on the vacancy list. The ceiling will be insulated with R-30 factor insulation and wall treatment to bring the unit up to current code. New cabinets will be placed in the bathroom and kitchen areas of the unit.

FISCAL YEAR 2013 CAPITAL FUND ANALYSIS AT FEBRUARY 28, 2013

Grant/ Award	Original Amount	Project Description	Total Expended to Date	Current Encum- brances	Total	Percent Original of Grant
CFP 2012	55,000	CFP coordinator salary & benefits	0	0	0	0.0 %
	10,000	Staff training	0	0	0	0.0
	20,000	Re-roofing (5 units)	0	0	0	0.0
	101,687	Cabinet replacement	5,623	79,944	85,567	84.1
	25,000	Asbestos Abatement (10 units)	0	0	0	0.0
	20,000	Appliances (49)	333	5,950	6,283	31.4
Totals	231,687	Obligation cutoff 3/11/14	5,956	85,894	91,850	39.6 %
CFP 2011	55,000	CFP coordinator salary & benefits	42,537	0	42,537	77.3 %
	10,000	Staff training	730	1,520	2,250	22.5
	50,000	Sewer replacement	7,465	0	7,465	14.9
	30,000	Re-stucco (6 units)	29,663	337	30,000	100.0
	20,158	Re-roofing (5 units)	1,565	3,621	5,185	25.7
	52,000	Cabinet replacement (13 units)	52,000	0	52,000	100.0
	25,000	Asbestos Abatement (6 units)	10,024	356	10,380	41.5
	20,000	Unit Turnovers (6 units)	0	19,800	19,800	99.0
Totals	262,158	Obligation cutoff 8/2/13	143,983	25,634	169,617	64.7 %
				0		
CFP 2010	55,000	CFP coordinator salary & benefits	55,000	0	55,000	100.0 %
	5,990	Staff training	5,990	0	5,990	100.0
	10,192	Architect fees	10,192	0	10,192	100.0
	30,000	Re-stucco (3 sites)	30,000	0	30,000	100.0
	20,492	Re-roofing (3 sites)	20,492	0	20,492	100.0
	130,000	Bathroom remodel (3 sites)	130,000	0	130,000	100.0
	25,000	Asbestos Abatement (2 sites)	25,000	0	25,000	100.0
	30,318	Appliances	20,842	9,476	30,318	100.0
	3,500	Miscellaneous equipment	2,000	1,500	3,500	100.0
Totals	310,492	Disbursement cutoff 7/14/14	299,516	10,976	310,492	100.0 %
Site Improvements		Re-stucco	39,213	15,641	54,854	
		Sidewalks, driveways, block wall	44,078	0	44,078	
		Landscaping	232,191	0	232,191	
		Fencing	16,223	0	16,223	
		Tree removal	55,211	0	55,211	
		Window replacement	219,288	0	219,288	
		Sewer repair/replacement	0	10,263	10,263	
Totals	1,000,000		606,204	25,904	632,108	63.2 %
Totals	1,804,337		1,055,660	148,408	1,204,068	66.7 %

SANTA FE COUNTY HOUSING AUTHORITY
VACANCY REPORT
October 2012 – March 2013

	October	November	December	January	February	March
Total Units Available for Lease	199	199	199	199	199	199
Units Off-line Due to Modernization	2	2	1	1	2	1
Vacant Units (ready for occupancy)	0	0	1	0	0	0
Total Vacant Units (preparing for occupancy)	10	13	10	9	2	4
Vacant Units per Site						
<u>Valle Vista</u>	5	8	5	4	3	2
<u>Santa Cruz</u>	4	4	5	5	1	3
<u>Camino de Jacobo</u>	3	1	0	1	0	0
Total Units Under Lease	189	186	188	190	195	194
	5%	7%	6%	5%	2%	3%

SANTA FE COUNTY HOUSING AUTHORITY
 VACANCY AND UNIT TURNAROUND
 Valle Vista/50-1/50-2
 FY 2012-2013
 March 15, 2013

Units / Modernization	
Units / Make Ready	
Units Ready for Lease Up	
Scheduled Lease-up	
Units Leased FY 2011-2012	

Address	Bdrm Size	Move Out Date	Date to Maint	Date Unit Completed	Make Ready Date	Lease-Up Date	# of Days Lease- Up	# of Days Vacant	Tenant	Comment	Tentative Tenant	Comment	Tentative Ready Date
13A LL	2	7/9/12	7/9/12	9/4/12	9/5/12	9/5/12	1	56	A. Sena	abandoned	N. Martinez	leased N. Mtz	
13 B T	2	7/12/12	7/13/12	9/18/12	9/18/12	9/20/12	2	56	G. Gomez	abandoned	J. Duran	MI 9/21/12	9/17/12
10 LL	4	7/14/12		2/25/13	2/25/13	3/1/13	4	198	L Grajeda	abandoned	Ramona Flores	under contract	
4 LL	3	8/9/12	8/9/12	10/24/12	10/24/12	10/24/12	1	74	C. Sandoval		Gamboa		
11 SMW	4	7/23/12		12/6/12	12/6/12	12/13/12	7	97	N. Quintana	transfer to CDJ	G. Ponce	mold	
10AVV	2	9/4/12	9/4/14	9/6/12	9/6/12	9/6/12	1	2			K. Saiz		
18 SPN	4	9/10/12	9/10/12	12/6/12	12/6/12	12/11/12	5	94	A. Alvarado	evicted	B. Crowder	MI 12/11/12	
9 SMW	3	4/3/12	4/3/12	10/23/12	10/23/12	10/23/12	1	190	B. Chavarria		P. Otero	abatment and handicap modificat	

SANTA FE COUNTY HOUSING AUTHORITY
VACANCY AND CURRENT TURNAROUND

9A Tusa	1	10/1/12	10/1/12	12/27/12	12/27/12	1/11/13			Mendoza	Moved out transfer to 9SMW	E. C de Baca Officer Ames		
20A SPN	2	11/2/12	11/2/12	1/18/13	1/18/13	1/18/13	1	56	P. Otero C.				
20B SPN	2	10/3/12	10/3/12	1/18/13	1/18/13	1/18/13	1	76	Martinez		E. Romero		
3ALL	1	10/31/12	11/31/13	2/20/13	2/28/13	2/28/13	8	86	R.Hall	deseased	Snow		
16 T	3	1/29/13	1/29/13	2/15/13	2/26/13	2/26/13	27	10	H. Perea		C. Ortiz		
7BT	2	11/22/12	11/22/12	1/18/13	1/18/13	1/28/13	57	10	Navarez	Moved out	K. Miera		
15A Tusa	1	1/25/13	1/25/13	1/30/13	1/31/13	1/31/13	1	6	A. Ames	transfer	T. Solano		
7B SPN	2	1/8/13	1/8/13	2/1/13	2/1/13	2/1/13	23	0	V Pena	Section 8	B. Barba		
5 A Tusa	1	3/12/13	3/12/13						R. Pieler	Moved out			
12B VV	1	3/8/13	3/8/13						J. Ludi	evicted			

Santa Fe County Housing Authority
 Vacancy and Unit Turnaround
 Santa Cruz
 FY2012-2013
 March 15, 2013

Units / Modernization
 Units / Make Ready
 Units Ready for Lease Up
 Scheduled Lease-up
 Units Leased FY 2012-2013

Address	Bdrm Size	Move Out Date	Date to Maint	Date Unit Completed	Make Ready Date	Lease-Up Date	# of Days Lease-Up	# of Days Vacant	Tenant	Comment	Tentative Tenant	Comment	Tentative Ready Date
124 Q	4	6/30/12	6/30/12	8/23/12	8/23/12	8/31/12	8	53	D. Lazoya	moved out		leased Paul Perkins	
138 Q	3	8/9/12	8/13/12	10/31/12	10/31/12	10/31/12	0	43	F. Harris	Moved to Civic	M. Zimmerman	MI 11/5/12	
133 Q	3	6/6/12	6/6/12	8/15/12	8/15/12	8/16/12	1	75	L. Jacquez		M. Casillas		
110 DR	2	8/28/12	8/29/12	11/13/12	11/13/12	11/15/12	2	78	K. Williams	abandoned	A. Gabadon	MI 11/15/12	
112 DR	2	9/19/12	9/20/12	1/25/13	1/25/13	1/29/13	4	82	C. Valdez	moved out	A. Atencio	Ten MI 1/29/13	1/28/13
147 Q	2	10/23/12	10/24/12	1/31/13	2/19/13	2/19/13	19	115	F. Martinez	moved out	S. Maes	Ten MI 2/19/13	
140 Q	3	11/1/12	11/2/12	1/29/13	1/29/13	1/29/13	0	87	A. Espinoza	moved out	C. Talavera		1/28/13
143 Q	2	8/31/12	9/20/12	1/31/13	1/31/13	2/19/13	19	149	E. Cruz	moved out	J. Brown	2/19/2013	
141 Q	2	1/2/13	1/3/13	1/25/13	1/25/13	1/29/13	4	16	G. Martinez	moved out	J. Lawson		
124 Q	4	2/5/13	2/6/13	2/20/13	2/20/13	2/26/13	6	20	P. Perkins	moved out	Y. Serna	2/26/2013	
107 DR	2	3/12/13	3/12/13						A. Valenzuela	moved out			
142 Q	3	3/8/13	3/8/13						E. Ramirez	moved out			
154 Q	5	3/8/13	3/11/13						A. Marquez	moved out			

SANTA FE COUNTY HOUSING AUTHORITY
 VACANCY AND UNIT TURNAROUND
 Camino de Jacobo/50-1/50-2
 FY 2011-2012
 March 15, 2013

Units / Modernization	
Units / Make Ready	
Units Ready for Lease Up	
Scheduled Lease-up	
Units Leased FY 2011-2012	

Address	Bdrm Size	Move Out Date	Date to Maint	Date Unit Completed	Make Ready Date	Lease-Up Date	# of Days Lease-Up	# of Days Vacant	Tenant	Comment	Tenant	Comment	Tenant Ready Date
59 CDJ	2	5/1/12	5/1/12	7/9/12	7/9/12	7/10/12	2	69	S. Valdez	moved out	A. Najera	leased	7/10/12
19 CDJ	2	5/19/12	5/19/12	7/20/12	7/20/12	7/20/12	0	61	M. Perez	Transfer	M. Tapia	leased	7/20/12
18 CDJ	3	6/2/12	6/2/12	7/20/12	7/20/12	7/20/12	0	48	J. Tongate	Transfer	N. Quintana	MI	7/20/12
68 CDJ	2	5/26/12	5/26/12	8/27/12	8/31/12	8/31/12	1		E. Tapia	moved out	Santistevan	Tenative MI	7/23/12
25 CDJ	1	7/20/12	8/24/12	10/15/12	10/15/12	10/19/12	4	56	R. Martinez	deseased	T. Clokey	MI	10/19/12
69 CDJ	2	8/21/12	8/21/12	11/14/12	11/14/12	11/16/12	2	86	M Serrano	moved out	E. Sanchez	MI	11/16/12
22 CDJ	2	10/3/12	10/3/12	12/17/12	12/17/12	12/21/12	4	75	M. Crespín	evicted	G. Armijo		
17 CDJ	3	5/4/12	5/4/12	8/2/12	8/2/12	8/3/12	1	92	A. Montoya	evicted	Altamirano	8/3/12	7/16/12
13 CDJ	3	8/1/12	8/1/12	10/3/12	10/3/12	10/3/12	0	60	M. Tapia	transfer	R. Crawford	MI	10/3/12
64 CDJ	2	1/7/13	1/7/13	1/29/13	1/29/13	1/29/13			G Bernal	evicted	J. Montoya		

Memorandum

To: Santa Fe County Housing Authority Board
From: Ron Pacheco, Housing Director
Date: 3/18/2013
Re: Director's Report

Federal Sequestration Effects on Public Housing and Housing Choice Vouchers

There will be funding decreases to Santa Fe County Housing Authority Programs as a result of federal sequestration. Federal subsidy to Public Housing assistance and Housing Choice Voucher assistance will be decreased in this process. With advanced planning by staff and the effects of attrition we hope to minimize the impact on recipient families participating in these programs. As more information becomes available on the federal level, staff will be able to determine the long-term effects that sequestration will have on this program and plan appropriately to minimize the impact on our ability to continue housing families as we move forward.

Meeting with the Mayor and City Manager to Address a Shared Jurisdiction with City

County Staff including the Manager, a Commissioner Liaison and Housing Accountant met with the Mayor and City Manager to discuss support from the Mayor for a shared jurisdiction for county and city voucher recipients. The meeting went well with the Mayor and City Manager asking questions regarding the challenges that families with a county issued voucher face when looking for housing in the county. The economic development aspect of allowing additional vouchers issued to families living and accessing needed resources in the city was an important consideration to them. They also understood the challenges that annexation will bring to these families and seemed to want to help with these concerns. In addition to this meeting we will attend the Civic Housing Board Meeting (3/20) to discuss this issue and ask them to support the shared jurisdiction for the city and county service areas.

5(h) Homeownership Plan Update

Last month a request regarding clarification on acceptable uses for 5(h) Home ownership proceeds was made to the HUD Special Applications Office (SAO) in Chicago. The Special Applications Office required additional information to determine if our eligible uses are deemed allowable under the terms of our current plan. A follow-up call was recently made by this office to determine the status of our submission. The call confirmed the receipt of our information to the SAO Office in Chicago and that the submission was in line for review by them. They gave no indication as to when we can expect a response. This office will continue to check in on a regular basis to get a determination as soon as possible.

February 23, 2013

James R. Pacheco, Executive Director
Santa Fe County Public Housing Authority
#52 Camino de Jacobo, 87507
jrpacheco@santafecountynm.gov

Dear Mr. Pacheco:

I am writing in response to the open position on the Santa Fe County Housing Board. I am excited to apply for this opportunity given my long commitment to affordable housing and advocacy on behalf of low-income residents.

Before receiving my Masters in City and Regional Planning from Cornell University this past May, I spent my previous years advocating on behalf of low-income residents facing housing and homelessness crises in the surrounding counties of western New York.

In my advocacy for clients at Legal Assistance of Western New York, I managed large-scale projects and grants, worked closely with departments of social services, housing authorities, human services providers, community action groups, regional coalitions, state departments of labor, utility companies, landlords and county planners. In advocating for tenants, and negotiating with diverse (and often conflicting) groups, this work helped to reinforce my skills as a communicator and my ability to work with diverse populations.

In addition to direct advocacy, I worked with housing coalitions (Seneca County Housing Coalition, Finger Lakes Housing Consortium, Partners for Children, Youth and Families, and Cayuga County Homelessness Task Force), organizing strategies to improve access to quality affordable housing, and bringing a variety of stakeholders into the planning and management of community initiatives.

During my work for Ithaca Neighborhood Housing Services, I developed a Resident Services Referral Program for the rental properties at INHS. This represented a definitive shift in the provision of services to their low-income residents, and was built out of my work with the residents through ongoing focus groups, meetings, and needs assessment surveys.

Now back in Santa Fe, in my role as Social Justice Director for Temple Beth Shalom, I have participated in the Mayor's Homelessness Task Force and have worked with Envision Santa Fe, helping families transition out of homelessness into more stable housing.

I believe my experience in the field of affordable housing - both as a mediator between residents and housing agencies, and in critically reviewing housing policy, has prepared me well for a position on the Housing Authority Board.

Please feel free to contact me with any questions as you proceed with your search.

Many thanks in advance for your consideration,

Rebecca Baran-Rees

REBECCA BARAN-REES

EDUCATION

Cornell University

2010 - 2012

Master of City & Regional Planning 2012

Community and economic development, affordable housing

UC Berkeley

2002 - 200

Political Science, *cum laude*

Comparative political economy and international development

RELEVANT WORK EXPERIENCE

Temple Beth Shalom

2012 - present

Santa Fe, NM

Social Justice Director

- Coordinating and implementing social justice programming in TBS and the greater Santa Fe community, community education and outreach, legislative advocacy, participation in the Mayor's Homelessness Task Force.
- Envision Santa Fe Coordinator, assisting families transition out of homelessness (a project of the Interfaith Leadership Alliance).

Ithaca Neighborhood Housing Services

2011

Ithaca, NY

Resident Services Coordinator

- Initiating community and non-profit partnerships with human services agencies for supporting a referral service for Ithaca Neighborhood Housing residents. Conducting interviews, focus groups, and larger group meetings with residents regarding housing and community concerns. Working with INHS staff to implement referral program, in addition to starting a housing services coalition group of providers in Tompkins County.

Legal Assistance of Western New York, Inc.

2008 - 2010

Geneva, NY

Project Coordinator, Paralegal

- Grant-making and managing over 30 grants to support the provision of free legal services to low-income people in five counties in upstate NY, including projects to enforce child support orders, prevent homelessness and foreclosures, and draft plain language legal resources for low literacy populations.
- Coordinating AmeriCorps Paralegal Access to Justice Program, assisting in training new members on intake and other offices procedures.
- Direct legal advocacy to clients, including representation at informal hearings with local housing agencies (Section 8, USDA, HUD) and Departments of Social Services, and negotiating settlements with landlords and utility companies.
- Ongoing case management to clients, serving over 650 individuals and families in 2008-09, monitoring legal assistance to ensure safe and stable housing.
- Organization-wide priority setting and strategic planning for LawNY regional offices, participation in Seneca County Housing Coalition and the Cayuga County Homelessness Forum, organizing and executing a needs assessment survey across five counties, surveying low-income people and human services providers.



2012 SANTA FE COUNTY
CONFLICT OF INTEREST
AND
FINANCIAL DISCLOSURE STATEMENT

Baran-Rees

Rebecca

E

Last Name

First Name

Middle Initial

Work Address

Work Phone Number

Home Address

Home Phone Number

Social Justice Director

Job Title

Department/Division/Office

Filing Status:

☐ Candidate for Office ☐ Incumbent Elected Official ☐ County Employee ☐ Appointed Official ☒ Volunteer

Dylan Weller

None

Name of Spouse

Spouse's Employer

1. Real Estate

List all real property that you own in Santa Fe County and provide the address (es) or, if there is no address or if the address provides insufficient information to describe a large piece of property, a general description of the location of the property. List all real property in Santa Fe County in which you have any interest whatsoever, including outright ownership, an option to purchase, leasehold, or other interest.

2. Interest in a Business

List any interest that you have in a business organization, either as owner, part owner, partner (general or limited), or shareholder, in which you own more than two percent of the outstanding stock or more than two percent ownership interest, or in which you serve as general or managing partner, if that business does business with the County in an amount in excess of \$7,500.00 annually.

None

3. Gifts

Identify each person from which you received either directly or indirectly, any gift or gifts having an aggregate value of more than \$250.00 within the taxable year proceeding the time of filing. This does not include any gift from a parent, grandparent, child, grandchild, brother, sister, parent-in-law, grandparent-in-law, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, spouse, boyfriend, girlfriend, domestic partner, fiancé, or fiancée.

None

4. Financial Interests

List any financial interest that is: (i) an ownership interest or other interest in any contract or prospective contract with the County; (ii) an interest in the sale of real or personal property to or from the County; (iii) a financial relationship with a person or business whose interests may be affected by the County; (iv) any employment or prospective employment for which negotiations have already begun where the prospective employer has an interest in the sale of real or personal property to or from the County; or (v) any other interest that may be affected by the County.

None

5. Memberships on Boards of For-Profit or Non-Profit Businesses

List any boards of, for-profit or non-profit organizations that you or your spouse serve on.

None

6. Professional Licenses in New Mexico

If you or your spouse hold any professional licenses in New Mexico to engage in a profession, such as medicine, law, cosmetology, construction, etc., please list below. Driver's licenses do not apply.

Type of License

Licensee

none

7. Additional Information

Include below any pertinent financial interests or information that the preceding categories have not revealed.

none

Paul Barr
Signature

2/26/13
Date

State of New Mexico)

) SS.

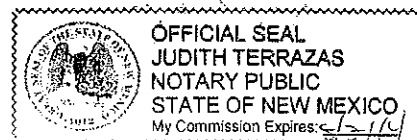
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 26th day of February, 2013

by Rebecca Baran Rees

[Signature]
Notary Public

My Commission Expires: 05/02/14



**QUESTIONS FOR APPLICANTS SEEKING APPOINTMENT TO A BOARD,
COMMITTEE OR TASK FORCE**

Applicant Name Rebecca Baran-Rees

Committee Santa Fe County Housing Authority Board

1. Do you have any contracts, leases or other work with County government? If you are employed, does your employer have any contracts, leases or other work with County government? If yes, please explain.

None

2. Have you appeared in front of the Board of County Commissioners, County Development Review Committee, or any other committee, board or task force of the County? If so, state the subject matter at issue, the approximate dates, the action (if any) that was taken, the capacity in which you served, and any other relevant information.

No.

3. Do you lobby County government? If yes, please explain.

No.

4. Are you related to any County employees or elected officials? If yes, who are you related to and how are you related?

No.

5. Will you consent to a background investigation of your fitness to serve?

Yes.

6. Do you have any applications pending before the County or do you have plans to submit any applications to the County? If so please identify in detail the applications or potential applications.

No.

Inquiry Authorization Release

In connection with my application to sit on a Santa Fe County Board or Committee, I understand and agree that background inquiries may be requested by Santa Fe County. Furthermore, I understand and agree that Santa Fe County may request information from various Federal, State, and other agencies, including private and public sources which maintain records concerning my past activities to include information about any criminal activity.

The following information is my complete and legal name and all information is true and correct to the best of my knowledge.

Last Name: Baran-Rees

First Name: Rebecca

Middle Name: Elizabeth

Aliases: none

Date of Birth: [REDACTED]

Place of Birth: [REDACTED]

Social Security Number: _____ Leave This Blank,
Human Resources or I will Call You and Request the number when paperwork is completed

Residence Address: [REDACTED]
[REDACTED]

Drivers License Number and State: [REDACTED]

[Signature]
Applicants Signature

James R. Pacheco

From: [REDACTED]
Sent: Sunday, February 10, 2013 10:10 PM
To: James R. Pacheco
Subject: Housing Authority Board Vacancy
Attachments: LOEWY, Joseph Resume 2013.doc

Mr. Pacheco:

My name is Joe Loewy. I recently moved to Santa Fe from Connecticut where I had been the Executive Director of the Housing Authority of the Town of Simsbury. I am attaching my resume for consideration for the Community Member position on the Housing Authority Board.

During my 10+ years in public housing I was not only an Executive Director, but had the privilege of serving my community as a member of the Aging and Disabilities Commission. Further, I served on the Executive Board of the Connecticut State division of NAHRO (CONN-NAHRO) and was the secretary of the organization for the past 4 years. I was Chairman of the CONN-NAHRO Small PHA Committee representing approximately 50 Housing Authorities ranging in size from 24 to 250 housing units.

If you feel that my housing, finance and operations background is worthy of further consideration I would be most interested in discussing the vacant position with you and Board Chairman Stefanics. If it is at all possible I would like to request that we have an opportunity to meet at your convenience to share public housing experiences and the current issues facing the Authority and the Board.

Please feel free to use the contact information attached.

Sincerely yours,

Joe Loewy

Joseph L. Loewy

PROFILE

Highly successful experience in elderly and disabled independent and assisted living housing administration, retail inventory shortage control and accounting, and operational auditing in a multi-location environment. Results and detail-oriented with ability to motivate others in collaborative manner. Enjoys training/developing employees.

EXPERIENCE

HOUSING AUTHORITY OF THE TOWN OF SIMSBURY (CONNECTICUT) 2002 - 2012
Executive Director

- Administration of Elderly/Disabled Independent Housing - 70 units and Assisted Living Facility - 40 units.
- Responsible for all administrative, accounting, operational, financial, human resources and strategic planning functions.
- Liaison to Town Board of Selectmen and State Agencies (DECD and CHFA)
- Executive Board Member, Connecticut NAHRO
- Member of Town Aging/Disabilities Commission

HARRY W. WERNER, VMD 2000 - 2002
Practice Manager

Large animal veterinary practice. Responsible for all office activities and business expansion.

MACY'S DEPARTMENT STORES, Boston, MA 1983 - 1992 1997 - 1999
42 stores - \$1.5B+ volume

Inventory Shortage Control Manager, 1997 - 1999

Distribution Centers and Stores (Filene's/G. Fox)

- Directed company Inventory Shortage Control audit function responsible for limiting exposure to loss in 2 distribution centers and 18 stores.
- Created and managed daily field audits in distribution centers to test receiving accuracy, correctness of merchandise being returned to vendors and physical security of merchandise resulting in significant shortage reduction and improvement of location accuracy.
- Conducted and administered store audit reviews of selling floor and stockroom controls, particularly in target locations. Shortage equal/better than goal achieved in 17 of 18 locations.
- Managed company semi-annual physical inventories and subsequent reconciliation of books to physical with Merchant Division resulting in improved accuracy and shortage reductions.

Director, Inventory Shortage Control (G. Fox), 1983 - 1992

- Directed company Shortage Control programs, field audit, physical inventories, and reconciliations resulting in top quartile performance within May Department Stores.
- Managed Internal Audit, Policy and Procedures, and Advertising Compliance functions.

MELVILLE CORPORATION (CVS Corporation) 1992 - 1997
BOB'S STORES, INC., Meriden, CT, 1995 - 1997
36 Stores - \$425MM volume

Director, Inventory Control

- Co-managed company Shortage Control programs with Director of Loss Prevention.
- Hired to provide inventory control experience during period of planned expansion.
- Introduced Company Asset Protection Committee and established Target Shortage Location programs resulting in 30% shortage reduction; maintained 1% shortage during expansion years.
- Implemented outside inventory service (RGIS) physical inventory process resulting in budgetary savings and greater accuracy due to recording style/size/color information.
- Implemented and managed program (Size Management) to monitor footwear stock availability in all locations at style and size level of detail as well as operational efficiency of having correct style/size on selling floor for good customer service resulting in sales increases.
- Participated in growth and subsequent reduction of stores from 18 to 42 and then, 36 stores.

MARSHALLS, INC., Andover, MA, 1992 - 1995
485 Stores - \$2.8B volume

Inventory Controller

- Coordinated company's Inventory Shortage Control and Loss Prevention Department activities and actively participated in company Asset Protection Committee activities including field reviews of stores in multiple locations across the U.S.
- Coordinated cycle inventory process of conducting multi-store inventories monthly with minimal impact on sales. Personally participated in over 50 store inventories.
- Assisted Internal Audit Department in conducting operational analyses of distribution centers resulting in procedural improvements and expense reduction by standardizing "best practices".
- Managed company damage disposition program coordinating monthly return of unsalable merchandise to "jobbers" returning over \$1MM per year.

SOUTHWEST COLLECTION, SIMSBURY, CONNECTICUT 1992 - 2008
Owner

RETAIL NATIVE AMERICAN/SOUTHWEST U.S. JEWELRY, GIFTS AND HOME ACCESSORIES

JOSKE'S OF HOUSTON, Houston, TX 1978 - 1983
(Allied Department Stores)
10 Stores - \$150MM volume
Director, Accounting, 1982 - 1983
Inventory Shortage Controller, 1978 - 1982

ABRAHAM AND STRAUS, Brooklyn, NY 1974 - 1978
(Federated Department Stores)
COD Audit Manager
Branch and Headquarters Store Shortage Controller

PRUDENTIAL SECURITIES., New York, NY 1970 - 1974
Internal Auditor
Branch Auditor

KPMG, New York, NY 1969 - 1970
Staff Accountant - Specializing in brokerage firm auditing.

EDUCATION

C. W. Post College of Long Island University, Greenvale, NY
BS Accounting, 1969

SKILLS /
HOBBIES

Excel, Lotus 1-2-3, WordPerfect, MS Word, QuickBooks
Owner, Snowblanket Farm; Appaloosa/Palomino Horses
Avid college sports fan, particularly Women's and Men's Basketball and Football



2012 SANTA FE COUNTY
CONFLICT OF INTEREST
AND
FINANCIAL DISCLOSURE STATEMENT

LOEWY JOSEPH L.
Last Name First Name Middle Initial

N/A N/A
Work Address Work Phone Number

[REDACTED]
Home Address Home Phone Number

COMMISSIONER SF COUNTY HOUSING AUTHORITY
Job Title Department/Division/Office

Filing Status:

☐ Candidate for Office ☐ Incumbent Elected Official ☐ County Employee ☐ Appointed Official ☒ Volunteer

CAROL S. LOEWY N/A
Name of Spouse Spouse's Employer

1. Real Estate

List all real property that you own in Santa Fe County and provide the address (es) or, if there is no address or if the address provides insufficient information to describe a large piece of property, a general description of the location of the property. List all real property in Santa Fe County in which you have any interest whatsoever, including outright ownership, an option to purchase, leasehold, or other interest.

RESIDENCE: [REDACTED]
RENTAL CONDO (SPOUSE 50%) 601 W. SAN MATEO ROAD SANTA FE, NM 87505
UNIT #88

2. Interest in a Business

List any interest that you have in a business organization, either as owner, part owner, partner (general or limited), or shareholder, in which you own more than two percent of the outstanding stock or more than two percent ownership interest, or in which you serve as general or managing partner, if that business does business with the County in an amount in excess of \$7,500.00 annually.

SANTA FE 88, LLC (SPOUSE 50% - SEE ABOVE)

3. Gifts

Identify each person from which you received either directly or indirectly, any gift or gifts having an aggregate value of more than \$250.00 within the taxable year proceeding the time of filing. This does not include any gift from a parent, grandparent, child, grandchild, brother, sister, parent-in-law, grandparent-in-law, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, spouse, boyfriend, girlfriend, domestic partner, fiancé, or fiancée.

NONE

4. Financial Interests

List any financial interest that is: (i) an ownership interest or other interest in any contract or prospective contract with the County; (ii) an interest in the sale of real or personal property to or from the County; (iii) a financial relationship with a person or business whose interests may be affected by the County; (iv) any employment or prospective employment for which negotiations have already begun where the prospective employer has an interest in the sale of real or personal property to or from the County; or (v) any other interest that may be affected by the County.

NONE

5. Memberships on Boards of For-Profit or Non-Profit Businesses

List any boards of, for-profit or non-profit organizations that you or your spouse serve on.

NONE IN NEW MEXICO (RESIDENCE STARTED 8/1/12)

EXECUTIVE BOARD (SECRETARY), CONN-NAIRO (RESIGNED 7/31/12)

MEMBER TOWN OF SIMSBURY AGING + DISABILITIES COMMISSION (RESIGNED 7/31/12)

6. Professional Licenses in New Mexico

If you or your spouse hold any professional licenses in New Mexico to engage in a profession, such as medicine, law, cosmetology, construction, etc., please list below. Driver's licenses do not apply.

Type of License

Licensee

NONE

7. Additional Information

Include below any pertinent financial interests or information that the preceding categories have not revealed.

RETIRED 7/31/12 EXECUTIVE DIRECTOR, HOUSING

AUTHORITY OF THE TOWN OF SIMSBURY (CONNECTICUT)

BLOCK CAPTAIN, ELDERADO NEIGHBORHOOD WATCH, 1/13.

Signature

Date

State of New Mexico)

) SS.

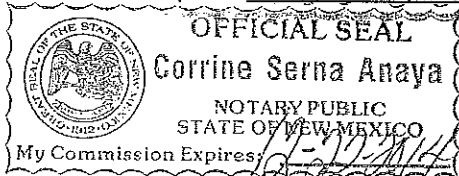
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 19th day of February, 2013

by

Notary Public

My Commission Expires: 12-22-2014



**QUESTIONS FOR APPLICANTS SEEKING APPOINTMENT TO A BOARD,
COMMITTEE OR TASK FORCE**

Applicant Name Joseph L. Loewy

Committee Santa Fe County Housing Authority

1. Do you have any contracts, leases or other work with County government? If you are employed, does your employer have any contracts, leases or other work with County government? If yes, please explain.

None _____

2. Have you appeared in front of the Board of County Commissioners, County Development Review Committee, or any other committee, board or task force of the County? If so, state the subject matter at issue, the approximate dates, the action (if any) that was taken, the capacity in which you served, and any other relevant information.

No _____

3. Do you lobby County government? If yes, please explain.

No _____

4. Are you related to any County employees or elected officials? If yes, who are you related to and how are you related?

No _____

5. Will you consent to a background investigation of your fitness to serve?

Yes _____

6. Do you have any applications pending before the County or do you have plans to submit any applications to the County? If so please identify in detail the applications or potential applications.

None _____

Inquiry Authorization Release

In connection with my application to sit on a Santa Fe County Board or Committee, I understand and agree that background inquiries may be requested by Santa Fe County. Furthermore, I understand and agree that Santa Fe County may request information from various Federal, State, and other agencies, including private and public sources which maintain records concerning my past activities to include information about any criminal activity.

The following information is my complete and legal name and all information is true and correct to the best of my knowledge.

Last Name: Loewy

First Name: Joseph

Middle Name: Louis

Aliases: None

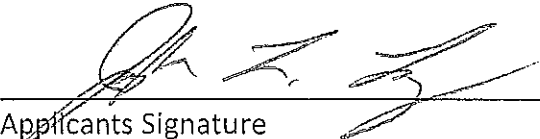
Date of Birth: [REDACTED]

Place of Birth: [REDACTED]

Social Security Number: _____ Leave This Blank,
Human Resources or I will Call You and Request the number when paperwork is completed

Residence Address: [REDACTED]
[REDACTED]

Drivers License Number and State: [REDACTED]

 2/9/13
Applicants Signature

February 21, 2013

Santa Fe County Housing Authority
52 Camino de Jacobo
Santa Fe, New Mexico
87507

Attn: Executive Director, Ron Pacheco

Re: Letter of Interest
Housing Authority Board

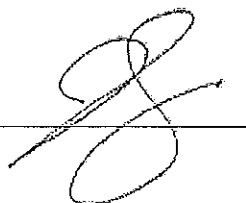
Dear Ron,

Please allow this letter to express my interest in servicing on the Santa Fe County's Housing Authority board. My wife and I have resided in Santa Fe County for the past 14 years and are dedicated to our communities progressive future.

Over the past several years I have been both personally and professionally active in the development and design of high-quality sustainable affordable housing in our community and would be honored to bring my knowledge and passion to the Housing Authority Board.

With my regards,

Jonah Stanford

A handwritten signature in black ink, consisting of a large, stylized 'J' and 'S' intertwined, written over a horizontal line.

NEEDBASED

JONAH STANFORD

Certifications & Licenses

Certified Passive House Consultant - PHIUS
Licensed Commercial / Residential Contractor
Architectural Registration Examinations in process

Tools: Revit, Sketchup, PHPP, Windows & Mac platforms.

Professional Profile

- Record of developing collaborative architectural and planning solutions that are both affordable and sustainable.
- Project leadership ability based on twelve years of diverse integrated design and team management experience.
- Holds a passionate belief in the positive impacts of sustainable and affordable development for the benefit of the entire community.

Experience

2002 - present	NEEDBASED Inc. - Principal Architecture	Manages all phases of Architectural services from first-contact to construction administration. NEEDBASED also provides consulting services on energy conservation, historic preservation, and affordable house development. Clients include, Santa Fe Public Schools, Los Alamos National Laboratories, and The Housing Trust.
2007 - 2009	HOMEWISE Inc. - Project Manager Affordable Housing	Managed land acquisition, neighborhood planning, architectural development and home construction for affordable housing non-profit.
2001 - 2007	CROCKER & ASSO. - Project Manager Historic Preservation	Responsible for new client development and providing consulting services for the historic restoration and preservation of federal and state registered projects.

Education

1993 - 1995	Academie voor Beeldende Kunst & Vormgeving - Netherlands / Post-baccalaureate Degree Fine Art
1991 - 1993	The School of the Art Institute of Chicago

Professional Contributions

Passive House New Mexico / Founder	2012 - present
NM Mortgage Finance Authority / Architectural Review Committee	2011 - 2012
SF Area Home Builders Association / Green Building Council	2011 - 2012
Passive House Institute US / Founding Board Member	2008 - 2009
Passive House Institute US / Board President	2009 - 2011
NM Construction Industries Division Committee / Earthen Building Code	2005 - 2006

Professional Associations

Passive House Alliance US
American Passive House Network
US Green Building Council
Santa Fe Green Building Council

Awards

2012	ECOHOME Magazine Grand Design Award – VolksHouse Sustainable Santa Fe Award – Balance Project USGBC New Mexico Best Indoor Air Quality – Balance Project USGBC New Mexico Best Energy Efficiency – VolksHouse
2011	Haciendas Innovative Architectural Award – Balance Project Haciendas Grand Green Award – Balance Project Haciendas Site & Resource Efficiency Award – Balance Project Haciendas Best Design Award – Balance Project
2010	City of Santa Fe Muchas Gracias Award – Alto Street Design City of Santa Fe Historic Preservation Award – Amado Street
2009	Greenworks Competition Design Winner – Alto Street
2008	National Council on Historic Preservation – V-Site (Crocker & Asso.) NM State Historic Preservation Office – Hubble (Crocker & Asso.)
2007	NM State Historic Preservation Office – V-Site (Crocker & Asso.)

Publications

2012	Folio: La casa del pueblo Inhabitat: Affordable Net Zero Energy Su Casa Magazine: Striking a Balance Inthrall: Contemporary Passive House Inhabitat: Balance Project / Santa Fe Modern Architecture4us: Green Architecture of VolksHouse MOCO Design: VolksHouse Business Weekly: Eco-friendly Homes Energy Design: Finding a Balance Jetson Green: VolksHouse is a Passive House
------	--

JONAH STANFORD

Certifications & Licenses

Certified Passive House Consultant - PHIUS
Licensed Commercial / Residential Contractor
Architectural Registration Examinations in process

Tools: Revit, Sketchup, PHPP, Windows & Mac platforms.

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American Passive House Network
US Green Building Council
Santa Fe Green Building Council

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2011	Haciendas Innovative Architectural Award - Balance Project Haciendas Grand Green Award - Balance Project Haciendas Site & Resource Efficiency Award - Balance Project Haciendas Best Design Award - Balance Project
2010	City of Santa Fe Muchas Gracias Award - Alto Street Design City of Santa Fe Historic Preservation Award - Amado Street
2009	Greenworks Competition Design/Winner - Alto Street
2008	National Council on Historic Preservation - V-Site (Crocker & Asso.) NM State Historic Preservation Office - Hubble (Crocker & Asso.)
2007	NM State Historic Preservation Office - V-Site (Crocker & Asso.)

Publications

2012	Folio: La casa del pueblo Inhabitat: Affordable Net Zero Energy Su Casa Magazine: Striking a Balance inthrall: Contemporary Passive House Inhabitat: Balance Project / Santa Fe Modern Architecture4us: Green Architecture of VolksHouse MOCO Design: VolksHouse Business Weekly: Eco-friendly Homes Energy Design: Finding a Balance Jetson Green: VolksHouse is a Passive House
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QUESTIONS FOR APPLICANTS SEEKING APPOINTMENT TO A BOARD,
COMMITTEE OR TASK FORCE

Applicant Name _____Jonah Stanford_____

Committee _____Housing Board_____

1. Do you have any contracts, leases or other work with County government? If you are employed, does your employer have any contracts, leases or other work with County government? If yes, please explain.

_____No, in 2009 I completed a small consulting contract for the county regarding affordable housing development opportunities.

2. Have you appeared in front of the Board of County Commissioners, County Development Review Committee, or any other committee, board or task force of the County? If so, state the subject matter at issue, the approximate dates, the action (if any) that was taken, the capacity in which you served, and any other relevant information.

_____In the summer of 2009, I appeared in front of the board to answer questions regarding possible opportunities available to the county for affordable housing development. No, actions were taken.

3. Do you lobby County government? If yes, please explain.

_____No_____

4. Are you related to any County employees or elected officials? If yes, who are you related to and how are you related?

_____No_____

5. Will you consent to a background investigation of your fitness to serve?

_____Yes_____

6. Do you have any applications pending before the County or do you have plans to submit any applications to the County? If so please identify in detail the applications or potential applications.

_____No_____

In connection with my application to sit on a Santa Fe County Board or Committee, I understand and agree that background inquiries may be requested by Santa Fe County. Furthermore, I understand and agree that Santa Fe County may request information from various Federal, State, and other agencies, including private and public sources which maintain records concerning my past activities to include information about any criminal activity.

Last Name: Stanford

First Name: Jonah

Middle Name: Hillary

Aliases: none

Date of Birth: [REDACTED]

Place of Birth: [REDACTED]

Social Security Number: _____ Leave This Blank,
Human Resources or I will Call You and Request the number when paperwork is completed

Residence Address: [REDACTED]

Drivers License Number and State: [REDACTED]

Applicants Signature