



# Agenda

## COMMUNITY DEVELOPMENT COMMISSION MEETING

Wednesday, April 23, 2014  
3:30 p.m.

500 Market Street, Suite 200  
Roundhouse Conference Room

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes:
  - a. September 12, 2013
  - b. January 15, 2014
  - c. February 20, 2014
5. Introductions and Welcome
  - a. Chair Ron Trujillo
  - b. Margaret Ambrosino, CDBG planner
6. Discussion and Recommendation of Approval of 2014-2015 Annual Action Plan
7. Request for Alternate Means of Compliance – Rincon Investments (Zocolo)
8. Items from the Commission
9. Items from the Floor
10. Adjournment

An interpreter for the hearing impaired is available through the City Clerk's office upon five days notice. Please contact 955-6521 for scheduling.

**INDEX OF**  
**CITY OF SANTA FE**  
**COMMUNITY DEVELOPMENT COMMISSION**

**April 23, 2014**

<b><u>ITEM</u></b>	<b><u>ACTION</u></b>	<b><u>PAGE (S)</u></b>
<b>CALL TO ORDER</b>		<b>1</b>
<b>ROLL CALL</b>	<b>Quorum</b>	<b>1</b>
<b>APPROVAL OF AGENDA</b>	<b>Approved</b>	<b>1</b>
<b>APPROVAL OF MINUTES:</b>		
a. September 12, 2013 Minutes		
b. January 15, 2014		
c. February 20, 2014	<b>Approved</b>	<b>2</b>
<b>INTRODUCTIONS AND WELCOME</b>		
a. Chair Ron Trujillo		<b>2</b>
b. Margaret Ambrosino, CDBG Planner		<b>2</b>
<b>DISCUSSION AND RECOMMEN-DATION OF APPROVAL OF 2014-2015 ANNUAL ACTION PLAN</b>		
	<b>Approved</b>	<b>2-3</b>
<b>CDBG AND AHTF ALLOCATION AMENDMENT FOR FY2014-2015</b>		
	<b>Motion passed</b>	<b>3</b>
<b>REQUEST FOR ALTERNATE MEANS OF COMPLIANCE – RINCON INVESTMENTS (Zocalo)</b>		
	<b>Approved</b>	<b>3-5</b>
<b>ITEMS FROM THE COMMISSION</b>		
		<b>5-6</b>
<b>ITEMS FROM THE FLOOR</b>		
		<b>6</b>
<b>ADJOURNMENT</b>	<b>Adjourned at 4:15 p.m.</b>	<b>6</b>

**MINUTES OF THE**  
**CITY OF SANTA FE**  
**COMMUNITY DEVELOPMENT COMMISSION MEETING**  
**Santa Fe, New Mexico**  
**April 23, 2014**

A meeting of the City of Santa Fe Community Development Commission was called to order by Councilor Ron Trujillo, Chair on this date at 3:30 p.m. in the Market Station Offices, 500 Market Street, Suite 200, Roundhouse Conference Room, Santa Fe, New Mexico.

Roll Call indicated a quorum was present for conducting official business as follows:

**Members Present:**

Councilor Ron Trujillo, Chair  
Rusty Tambascio, Vice Chair  
Carla Lopez  
Toby Bott-Lyons  
John Padilla  
Silas Peterson

**Member(s) Absent:**

Annette Thompson-Martinez, excused

**Staff Present:**

Margaret Ambrosino, CDBG Planner  
Alexandra Ladd, Special Projects Manager, Housing and Community Development Department

**Others Present:**

Ethan Green, visitor  
Jennifer Jenkins, Rincon Investments  
Josh Rogers, Rincon Investments  
Jo Ann G. Valdez, Stenographer

**APPROVAL OF AGENDA**

**Commissioner Lopez moved to approve the Agenda as published.  
Commissioner Padilla seconded the motion. The motion passed unanimously by voice vote.**

## **APPROVAL OF MINUTES:**

- a. September 12, 2013 Minutes
- b. January 15, 2014
- c. February 20, 2014

**Commissioner Padilla moved to approve the Minutes of the September 12, 2013; January 15, 2014 and February 20, 2014 meetings. Commissioner Tambascio seconded the motion. The motion passed unanimously by voice vote.**

## **INTRODUCTIONS AND WELCOME**

### **a. Chair Ron Trujillo**

Chair Trujillo introduced himself and noted that this is his first time serving as Chair for this Commission and he looks forward to working with the Commission.

### **b. Margaret Ambrosino, CDBG Planner**

Ms. Ladd introduced Margaret Ambrosino, the new CDBG Planner.

Ms. Ambrosino gave a brief history of her background noting that she is very new at her position and she is also looking forward to working with the Commission.

Commissioner Lopez asked her if she has done this kind of work elsewhere.

Ms. Ambrosino said yes, she was a City Planner for the City of Farmington.

## **DISCUSSION AND RECOMMENDATION OF APPROVAL OF 2014-2015 ANNUAL ACTION PLAN**

[Copies of the 2014-2015 Annual Action Plan were distributed in the Members' packets. A copy is hereby incorporated to these Minutes as Exhibit "A".]

The Commission reviewed the 2014-2015 Annual Action Plan.

Commissioner Tambascio offered the following corrections:

Pages 3 and 9, the Public Meeting dates will have to be changed from April 16, 2014 to April 23, 2014.

Ms. Ladd noted that the Annual Action Plan is required as part of the 2013-2017 Consolidated Plan. The purpose of the Action Plan is to stipulate how funds will be allocated to housing and community development activities in Santa Fe based on the needs, priorities, goals and strategies identified in the 2013-2017 Consolidated Plan.

Ms. Ladd said the Commission will prepare the Consolidated Assessment Performance Evaluation Report (CAPER) at the end of the fiscal year to report to HUD what was done or accomplished.

**Commissioner Tambascio moved to recommend approval of the 2014-2015 Annual Action Plan to City Council with the two amendments** (changing the dates of the public meetings). **Commissioner Peterson seconded the motion. The motion passed unanimously by voice vote.**

#### **CDBG AND AHTF ALLOCATION AMENDMENT FOR FY2014-2015**

Ms. Ladd mentioned that the City found out what the allocation amounts are for the CDBG and AHTF funding for FY 2014-2015 after the funding requests were awarded. The total allocation is \$526,401, which is an increase of \$26,000. She noted that the Action Plan will be amended to reflect the change.

Ms. Ladd said staff recommends that the \$26,000 be awarded to the Down Payment Assistance program for Homewise, given the Commission's discussion and consensus during the applicants' presentations.

**Commissioner Lopez moved to allocate the \$26,000 to Homewise for Down Payment Assistance. Commissioner Peterson seconded the motion. The motion passed with 1 abstention.** *(Commissioner Tambascio abstained from voting having declared a conflict of interest.)*

#### **REQUEST FOR ALTERNATE MEANS OF COMPLIANCE – RINCON INVESTMENTS (Zocalo)**

[Copies of the Memo from Alexandra Ladd to the Members of the Community Development Commission dated April 10, 2014 were distributed in the Members' Packets. A copy is hereby incorporated to these Minutes as Exhibit "B".]

The Housing Opportunity Program (HOP) ordinance was adopted in 1998 as part of the City's Zoning Code. It established that all proposed residential development provide a percentage of affordably-priced homes. The percentage varied from 11-16%, depending on the market price of the proposed development – the more expensive the homes, the higher the requirement.

Ms. Ladd explained that Zocalo Condominiums was approved as a Type C Development under the Housing Opportunity Program, meaning that 11% of the built units were required to be delivered to an income-qualified homebuyer, with an average income of 65% of the area median income (AMI). The original developer proposed 323 homes, of which 191 have been constructed. To date, the developer has been up-to-date on unit delivery, and is even one unit ahead of schedule.

Rincon Investments, LLC is requesting an alternate means of compliance (paying a fee-in-lieu of \$84,588) instead of providing the three homes currently owed for Phase 4B under the Housing Opportunity Program agreement dated November 15, 2001 between the City of Santa Fe and Foothills, LLC.

Ms. Ladd said several changes in the market have made the development model a little tougher in recent years. She mentioned that they got the site graded for Phase 4B in 2009 but everything stalled out and this is an attempt to bring the project back on line. She noted that there are copies of the relative excerpts from the HOP Administrative Procedures in the Members' packets.

Ms. Ladd said per the HOP Administrative Procedures, the Community Development Commission is charged with granting approval for requests for alternate compliance and appeals to the City's administrative and decision making process. The regulation allows for developers to request an alternate form of compliance.

Mr. Rogers said the fee-in-lieu would really help them get this project back on line. He explained that Zocalo has struggled as a development and 41% of the property is undeveloped. He said Rincon Investments, LLC currently owns 1 unit within the development and is planning to resell it into the affordable housing program by the end of the construction of Phase 4B to fulfill one unit of the four units remaining, leaving three additional required units. For the additional three units, Rincon Investments, LLC is seeking to pay the fee-in-lieu of \$27,643 per unit plus the 2% administrative fee. They are seeking the fee-in-lieu because the project is \$1 million dollars over budget.

Ms. Jenkins said the goal is to finish the project. She said after they finish Phase 4B, they will do Phase 5.

Chair Trujillo asked how many of the units are affordable in Phase 4B.

Mr. Rogers said 20 homes have been delivered to date in all phases. He explained that the current residents have had to pick up the HOA fees and have experienced substantial increases to help cover the maintenance and upkeep of the property. Therefore, finishing Phase 4B is definitely something that needs to be done.

Chair Trujillo asked if they have the homes sold.

Mr. Rogers said no, because of the present sluggish "for-sale" housing market, they are going to rent them for now until they can get market rate for them.

Chair Trujillo asked what the rents are going to be.

Mr. Rogers said they have three different types of units: The "L" unit; the "K" unit and the "S" unit. The "L" unit is 1100 square feet and they are projecting that the

rent will be about \$1400 a month; the “K” unit is around 1800 square feet and they are projecting that the rent will be about \$1600 per month; and the “S” unit (and there is only 2 of them) is a “high-end” unit and it will probably be about \$2000 per month. He noted that they will be renting one of the “S” units because it is really nice.

Chair Trujillo asked if they will have affordable rental units.

Mr. Rogers asked Ms. Ladd if she remembers what those numbers would be.

Ms. Ladd said yes, if they do affordable rental units, they will range from \$500 to about \$800 per month.

Commissioner Padilla thinks that the City should have the ability to give developers options to successfully complete a project; and to be able to do “fee-in-lieu of” allows for the City to build its affordable housing bank, so that it can support City funded affordable housing projects. Therefore, he would support the request.

Ms. Ladd noted that the Housing Needs Analysis showed that the gap in inventory is huge for the renters earning less than 30% of AMI. She said this would have a positive affect when you look at the whole spectrum of the rental market.

Commissioner Lopez said she would be willing to support the request because we need affordable units, however, she does not know if she would be willing to support this again in Phase 5.

**Commissioner Peterson moved to support Rincon Investment, LLC (Zocalo)’s request for alternate compliance (paying a fee-in-lieu of \$84,588 instead of providing the three homes currently owed for Phase 4 under the Housing Opportunity Program agreement). Commissioner Lopez seconded the motion. The motion passed with 1 abstention.**

#### **ITEMS FROM THE COMMISSION**

Commissioner Tambascio noted that Commissioner Padilla’s term expired on March 20, 2014.

Chair Trujillo asked Mr. Padilla if he is interested in serving another term. Mr. Padilla said yes.

Chair Trujillo will let Mayor Gonzales know that Mr. Padilla is interested in serving again and will request that he be reappointed.

Ms. Ladd noted that Annette Thompson-Martinez has not been able to attend meetings. Commissioner Tambascio will call her and ask her if she is still interested in serving.

Commissioner Peterson asked if there is a vacancy on the Commission.

Ms. Ladd said yes, if Commissioner Thompson-Martinez cannot continue to serve on the Commission.

The Commissioners would prefer to have a banker to fill the vacancy. Interested candidates were asked to submit a letter of interest to the Mayor's office.

### **ITEMS FROM THE FLOOR**

Mr. Green asked for a copy of the Annual Action Plan and Ms. Ladd provided him one.

### **ADJOURNMENT**

The next meeting is scheduled for September 10, 2014 at 3:30 p.m.

Its business being completed, Commissioner Tambascio moved to adjourn the meeting, second by Commissioner Lopez, the meeting adjourned at 4:15 p.m.

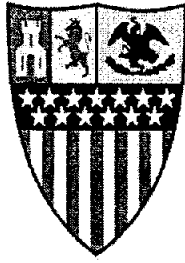
Approved by:

  
Councilor Ron Trujillo, Chair

Respectively submitted by:

  
Jo Ann G. Valdez, Stenographer





# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909



## 2014/2015 Action Plan

DRAFT

City of Santa Fe  
Office of Affordable Housing  
P.O. Box 909  
500 Market Station, Suite 200  
Santa Fe, New Mexico 87504  
(505) 955-6574

# City of Santa Fe 2014-2015 Action Plan

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## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

The purpose of the Action Plan is to stipulate how funds will be allocated to housing and community development activities in Santa Fe based on the needs, priorities, goals and strategies identified in the 2013 – 2017 Consolidated Plan.

#### **2. Summarize the objectives and outcomes identified in the Plan**

The City of Santa Fe's focus over the next year is to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households in Santa Fe, as well as addressing the needs of those experiencing homelessness or at risk of becoming homeless. The City will accomplish this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs.

This Plan identifies the following goals as they relate to HUD-mandated objectives and outcomes for its upcoming housing and community development activities:

**GOAL:** Reduced rate of cost burden and corresponding drop in poverty rate for homeless households and those at risk of becoming homeless.

Objective: Creating Suitable Living Environments

Outcome: Availability/Accessibility

**GOAL:** Expanded inventory of rental units and vouchers to meet increased needs of renters with very low incomes.

Objective: Providing Decent Housing

Outcome: Availability/Accessibility

**GOAL:** Increased homeownership opportunities and support for long term affordability and accessibility for current homeowners.

Objective: Providing Decent Housing

Outcome: Affordability

#### **3. Evaluation of past performance**

The following bullets outline progress in meeting goals identified in the 2008-2013 Consolidated

Plan, the majority of which were met, or exceeded. Given the recent economic downturn, cutbacks in funding, and other emerging challenges, this achievement is a testament to the strong partnerships the City supports with its nonprofit partners and subrecipients.

- The City's goal for **rental housing** as outlined in the *2013-2014 Action Plan* was to serve renters earning less than 60% of Santa Fe's Area Median Income (AMI). 60 units of rental housing were made available at the Stagecoach Apartments, with ¼ of those units reserved for people transitioning out of homelessness. Community-wide, over 900 rents were paid for very low income renters with disabilities, using Shelter Plus Care rental vouchers and project-based assistance.
- The City's goal for **homeownership housing** as outlined in the *2013-2014 Action Plan* was to provide comprehensive assistance to low- to moderate-income homebuyers. This was accomplished by funding 0% interest no payment due loans for down payment assistance and homebuyer support services. The goal was to serve 40 households per year with both the CDBG funds as well as funds through the City's Affordable Housing Trust Fund (AHTF). For FY 12-13, providers were successful in meeting 93% of their goals on average, despite the downturn in the market and cutbacks in funding.
- The City's goal for **home improvement** as outlined in the *2013-2014 Action Plan* was to support energy efficiency upgrades, general renovations and emergency repairs. By the end of the fiscal year, 75 loans were made to support low- and moderate-income homeowners. Many were able to greatly reduce their long-term energy costs, while others were helped to bring their homes into compliance with basic housing quality standards.
- The City's goal for **emergency shelters and permanent supported rental housing** as outlined in the *2013-2014 Action Plan* was to provide 33 permanent beds and/or longer term units per year. As a direct result of this funding, the City's partner organizations were able to exceed their goal by two times.

#### 4. **Summary of Citizen Participation Process and consultation process**

Paper copies of the draft *2014-2015 Action Plan* were placed at the following locations for public review from April 8, 2014 to May 7, 2014 to comply with the 30-day review period required by the City's Citizen Participation Plan as adopted by HUD. The locations were selected based on their diversity of participants. Drafts will be available at all City of Santa Fe Public Library branches; Fort Marcy Recreation Center; Genoveva Chavez Community Center; Zona del Sol Youth and Family Center; Mary Esther Gonzales Senior Center, City Hall.

Advertisements were placed in the *Santa Fe New Mexican* on Friday April 4 and April 11 announcing the public review and comment period. The ad included notice that translation services into Spanish

were available upon request. The ads listed the locations of copies available for review as well as contact information for submitting comments. A press release was issued through the City's Public Information Office with information for the public on the availability of the plan and how to submit a comment. Two public meetings and one public hearing will be held on the Plan:

- The City of Santa Fe Finance Committee public meeting (March 17, 2014)
- The City of Santa Fe Community Development Commission public meeting (April 16, 2014)
- The Santa Fe City Council public hearing (April 30, 2014)

These meetings are open to the public and agendas are available on the City's website. The meetings are conveniently timed and located to encourage participation. The meeting can be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in languages other than English. The public hearing allows members of the public to make comments as part of the public forum.

#### **5. Summary of public comments**

Once the public comment period is complete, staff will address the comments and report them in the final plan.

#### **6. Summary of comments or views not accepted and the reasons for not accepting them**

Once the public comment period is complete, staff will address the comments and report them in the final plan.

#### **7. Summary**

Over the next year, the Office of Affordable Housing Division will invest in strategies that prevent the most vulnerable City residents from falling into cycles of poverty and chronic homelessness, target low income "at-risk" neighborhoods with comprehensive programming interventions, and work with the larger community to identify ways that community needs can be more effectively and efficiently identified and met with limited community resources. By focusing on these strategies in the 2014 Action Plan, the City of Santa Fe hopes to ensure that all City residents have access to affordable, accessible and high quality housing opportunities.

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	SANTA FE	Housing and Community Development Department/Office of Affordable Housing Division

Table 1 – Responsible Agencies

#### Narrative

The City of Santa Fe, Department of Housing and Community Development, Office of Affordable Housing Division, administers the Community Development Block Grant (CDBG), the Shelter Plus Care program, the Affordable Housing Trust Fund (AHTF), and other local funds to support housing and community development activities in Santa Fe.

#### Action Plan Public Contact Information:

Alexandra Ladd  
Special Projects Manager  
Office of Affordable Housing  
Housing and Community Development Department  
City of Santa Fe  
505-955-6346 / [agladd@santafenm.gov](mailto:agladd@santafenm.gov)

Identify any Agency Types not consulted and provide rationale for not consulting

There were none.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Annual Action Plan overlap with the goals of each plan?
2013 Housing Needs Assessment for Santa Fe	City of Santa Fe	This document served to highlight the priority needs that were addressed in the 2013 – 2017 Consolidated Plan
PHA 5-Year and Annual Plan	Santa Fe Civic Housing Authority	Many of the goals are incorporated into this plan
2012-2017 CIP Plan	City of Santa Fe	There are no goals set in this plan but project priorities were used in this plan
Five Year Plan to End Homelessness (2012)	NMECH	The goals of this plan were incorporated into this plan
Analysis of Impediments to Fair Housing Choices (2011)	City of Santa Fe	The actions required to reduce impediments are listed in plan
City of SF Economic Development Strategy for Implementation	City of Santa Fe	The goals were summarized in the Economic Development section of this plan
Santa Fe Trends Report (2013)	City of Santa Fe	There are no goals listed in this report but information and statistics from this report were incorporated into this plan

Table 3 – Other local / regional / federal planning efforts

Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
Santa Fe Civic Housing Authority (SFCHA), Santa Fe County Housing Authority	PHA	Public Housing Needs	The sections were highlighted and the PIC generated charts were emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated. There was a meeting with the SFCHA Executive Director to receive input. Santa Fe County HA received a completed copy of the document.
Life Link, St. Elizabeth, Esperanza Shelter, Youth Shelters, Youth Works, SFPS Adelante Program	Continuum of Care Services-Victims of Domestic Violence Services- Homeless	Homeless Needs- Chronically Homeless Homelessness Needs- Unaccompanied Youth Homelessness Needs- families with children	The sections were highlighted and the PIC generated charts were emailed for verification or update. Since their organization deals with these issues on a daily basis, accurate and precise data is anticipated.
New Mexico Coalition to End Homelessness (NMCEH)	Continuum of Care	Homeless Needs- Chronically homeless Homelessness Strategy Anti-poverty Strategy	The sections were highlighted and the PIC generated charts were emailed for verification or update. They also submitted the narrative language for some of the document.
Homewise Habitat for Humanity The SFC Housing Trust	Housing Business Leaders	Housing Needs Assessment Market Analysis Lead Based Paint Strategy	A copy of the document was emailed for their review of the specific sections that are relevant and we are waiting for their comments.

Table 2 – Agencies, groups, organizations who participated



**outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Santa Fe is not served by a local Continuum of Care but rather is covered by New Mexico's Balance of State Continuum of Care, as administered by the New Mexico Coalition to End Homelessness.

**Describe consultation with the Continuum(s) of Care that serves the State in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.**

Staff from the City's Housing and Community Development Division participates on the Balance of State Continuum of Care Steering Committee, attending monthly meetings by phone and the annual meeting in person.

**Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities.**

The City of Santa Fe will carry out the priorities in the Consolidated Plan by continuing to collaboratively work with our non-profit partners. The City's philosophy is to help build the capacity of our service providers, rather than increase the size of the City's bureaucracy. The City and its staff serve as advocates and coordinators for our partner non-profits. Another strength is the diversity of services provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that the services reach a wide range of the population who are in need, including homeless, senior citizens, low/mod income, at risk youth and people with special needs and disabilities.

The biggest challenge for the City of Santa Fe over the next five years will be to continue to address the increasing demands of the populations in need with limited financial resources.

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

The City activities that support coordination between public and assisted housing providers and health care and social service agencies involve different funding opportunities. These include Federal and City funding. The city advertises funding opportunities for housing, as well as supportive service providers during its CDBG, Affordable Housing Trust Fund (AHTF) and General Fund allocation timelines. The CDBG and AHTF follow the same time line but the General Fund allocation will advertise later in the year (March) for RFPs but all three fiscal years are from July 1 to June 30.

Secondly the city has two sections in the Youth and Family Services Division of the Community Services Department that funds emergency housing and community development programs as well as social services. The Children + Youth commission provides funding and support for local nonprofit organizations and public school programs for kids. Approximately one million dollars is awarded annually in the following five categories: early care and child Development; Healthy Living; Outdoor Education and Environmental Awareness and Supplemental Educational Programs for students in Santa Fe Public Schools. The other section, Human Services, which through a committee makes funding recommendations to City Council from the General Fund for health and human services for local residents, which include, basic food and shelter, medical services and other safety net services. A list of the 2013-2014 recipients is posted on the City's website under Human Services Section main page. These sections have different timelines but advertisement and communication with many of the same stakeholders occurs to ensure the word gets out about the application process and the overview of the programs. Communication between city departments as well as stakeholders is an ongoing process.

The Office of Affordable housing has been in coordination with the local housing authority as to the availability of units and recently involved directly in design charettes for the rehabilitation of two of the Santa Fe Civic Housing Authority's existing public housing projects.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate**

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

Paper copies of the draft *2014-2015 Action Plan* will be placed at the following locations for public review from April 7, 2014 to May 6, 2014 complying with the HUD-mandated 30-day review period. Advertisements will be placed in the *Santa Fe New Mexican* on Friday April 5 and April 12 announcing the public review and comment period. The ads will state where the copies are available for review as well as contact information for submitting comments. A press release will be issued through the City's Public Information Office with additional information for the public on the availability of the plan and how to submit a comment. Two public meetings and one public hearing will be held on the Plan:

- The City of Santa Fe Finance Committee public meeting (March 17, 2014)
- The City of Santa Fe Community Development Commission public meeting (April 16, 2014) <sup>2 3</sup>
- The Santa Fe City Council public hearing (April 30, 2014)

These meetings are open to the public and agendas are available on the City's website. The meetings are conveniently timed and located to encourage participation. The meeting can be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in languages other than English. The public hearing allows members of the public to make comments as part of the public forum.

All of these meeting dates are set to correspond with the normal date that the Action Plan is submitted to meet the required 30 day review prior to the year-end date (June 30, 2014). This year HUD issued a revision to this requirement based on the release date of the actual Allocation by the federal government. The Action Plan that is submitted for HUD review must have the actual allocation amount, not an estimate. The City cannot submit to HUD until 60 days after the actual allocation is issued or August 16, 2014 whichever comes first. Depending on the timing, some of the above dates may need to be revised.

Table 4 – Citizen Participation

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Media Outreach	Non-targeted/general public	<ul style="list-style-type: none"> <li>- Press Release by City of Santa Fe Public Information Office</li> <li>- Paid announcements in the Santa Fe New Mexican on April 4th and 12<sup>th</sup> (Fridays)</li> <li>- CDBG planner appears on the City Live show to discuss 2014-2015 CDBG program on December 18, 2013</li> </ul>			
Public Review	Non-targeted/broad community	<p><b>April 7 – May 6, 2014:</b> Copies of the plan will be available at public facilities and on City's website</p> <p><b>March 7 – March 31:</b> Plan will be sent for review by collaborating agencies</p>			

## **Expected Resources**

### **AP-15 Expected Resources – 91.220(c) (1, 2)**

#### **Introduction**

The greatest challenge facing the City of Santa Fe's housing and public service programs is the reduction in funding whether from the federal government or from local sources. This requires creative use of funds as well as a reduction in the funding of some programs even though there is an increase in needs and requirements that must be addressed.

There has been a slight reduction of the City's CDBG funding from 2008 to 2014. The City is anticipating an 8.2% reduction, based on the federal sequester cuts, of the FY 2013-2014 Allocation and anticipates that its allocation will remain at this level for the next five years.

The City continues to apply for and receive Continuum of Care (C of C) funding through HUD. The C of C funding has increased since 2007 with the addition of two new grants, for approximately \$1.2 million in Shelter Plus Care funds being used to support renters with disabilities who would otherwise be homeless. The City administers funding to support Life Link's La Luz program (24 units), the Housing Trust's Village Sage and Stagecoach Apartments, St. Elizabeth's Shelter Siringo Senior Project (4 units) and pays over 900 rents annually with rental vouchers.

The City has an affordable housing fund, Affordable Housing Trust Fund (AHTF), funded by revenue generated through development fees (paid for fractions of units owed under the City's inclusionary zoning program) in lieu payments, (when alternate means of compliance with the inclusionary zoning requirements are granted), and the pay offs of City-held liens. Once the fund's balance reaches a threshold amount, an allocation process that coinciding with the CDBG timeline is done. Fifty percent (50%) of the allocation must support homeownership activities.

In early 2014, the City initiated an allocation process, through which \$380,000 were made available. On February 20, 2014, the Community Development Commission approved several proposals to fund downpayment assistance (Homewise, Habitat for Humanity and the Housing Trust), home repair (Homewise and Habitat), energy efficiency improvements for a Passive House Project (Habitat), and a rental voucher program (Life Link). The funds will be made available in FY 2014-2015.

In November of 2011, the City Council approved using CIP funding for down payment assistance for residents or local employees who make 120% or less of the AMI. \$800,000 was allocated. It is not anticipated there will be any additional CIP funds for this program through 2015.

The Office of Affordable Housing anticipates consistent funding amounts from the City's General Fund for FY 14-15. The funds support administrative contracts with nonprofit service providers (Homewise and the Housing Trust) and are generally allocated to support homebuyer programs. This includes homebuyer training and counseling, financial counseling and assistance, and other activities to support achievement of "buyer-ready" status of income-qualified homebuyers.

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## Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available 2014-2017 \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	Housing; Public Facilities; Public Improvements; Public Service; Administration; Planning; Acquisition	500,000	25,000	0	626,321	1,512,400	The assumption is that the yearly CDBG allocation will remain flat for the next four years after 2013.
Shelter Plus Care	Public-federal	Permanent Supportive Rental Assistance	1,200,000	0	0	1,200,000	5,698,000	In 2012, two additional grants were funded.
Affordable Housing Trust Fund (AHTF)	Public-local	Downpayment Assistance; Rental vouchers; Home repair	380,000	0	0	380,000	200,000	An allocation will occur in FY 2014-2015 at the same time as the CDBG process;
General Fund	Public-local	Homebuyer Programs; Technical Assistance	500,000	0	0	500,000	20,000,000	Funding is anticipated to remain flat at \$440,000 for FY 14-15

Table 3 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.**

The City's nonprofit partners estimate that every dollar of federally-funded downpayment assistance leverages \$10 of funding from other state, local, and private sources. Both the Housing Trust and Homewise are CDFIs and actively leverage funds from HOME, state-funded mortgage products allocated through the New Mexico Mortgage Finance Authority, Low Income Housing Tax Credits (the Housing Trust), solar tax credits and other DOE funds (Homewise) as well as having substantial organizational resources to use for real estate development and to support programmatic goals.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

All of the property on which public housing facilities are situated are owned by the City and used by the Santa Fe Civic Housing Authority under long-term leases. The units are rented to income-qualified renters, many of them very low-income seniors. At any time during the year if the City determines that donating and/or using City-owned property will benefit a proposed project that will serve the priority needs and funding objectives outlined in this plan, the City will do so, as allowed under the NM Affordable Housing Act.



## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c) (3) & (e)

#### Goals Summary Information

Goal Name	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator 2014
A. Homeownership is an opportunity for "buyer ready" households and long-term affordability is sustained for current homeowners	Affordable Housing	Citywide	1. Down payment assistance 2. Home repair 3. Refinancing	DPA: • CDBG: \$160,000 • AHTF: \$140,000 Home Repair: • CDBG: \$40,000 • AHTF: \$90,000	Provide at least 25 Down Payment Assistance loans to reduce the amount of principal to help Low- to Moderate- Income homebuyers afford a home; provide home improvement loans/grants to serve at least 15 households with home improvements, including emergency repair and energy efficiency upgrades; finance installation of solar panels for Passive House duplex.
B. Reduced rate of households with cost burden and corresponding drop in poverty rates	Homeless	Citywide	1. Support Services for Homeless or at risk of Homelessness 2. Non-Housing Community facilities and Services	CDBG: \$200,000	Provide assistance to domestic violence victims to help stabilize housing situations for 35 households; provide meals to 57 chronically ill, homebound residents; roof replacement at homeless senior housing complex; provide support services to 170 SFPS students and their families; make accessible Wellness Center at SF Recovery Center; make essential repairs and energy upgrades to youth workforce training center.
C. Inventory of very low income rental units is expanded and vouchers are used to meet increased demand	Homeless; Affordable Housing	Citywide	4. LIHTC and other subsidized rental projects	AHTF: \$150,000	Assist 30 households who are homeless or at immediate risk of becoming homeless with rental vouchers and emergency assistance.

Table 4 – Goals Summary

## Goal Descriptions

**Goal A: Homeownership is an opportunity for “buyer ready” households and long-term affordability is sustained for current homeowners.** This goal is achieved through Continuing down payment assistance, homebuyer counseling and training services, production of affordably-priced homes, supporting partnerships with nonprofits, for-profit builders and other housing providers, considering acquisition/rehab programs to absorb existing market supply, funding energy efficiency upgrades, continuing foreclosure prevention, legal assistance and refinancing services for existing homeowners, and offering accessibility improvements to help “age in place”.

**Goal B. Reduced rate of households with cost burden and corresponding drop in poverty rates.** This goal is achieved through preventing homelessness through rental vouchers, emergency assistance, support services, expanding rental choices for households earning less than 30% AMI, providing rehabilitation services, refinancing and support for existing low-income homeowners, preventing wage theft, and improving outreach efforts about housing rights especially to mono-lingual Spanish speakers.

**Goal C. Inventory of rental units affordable to renters with very low incomes is expanded and vouchers are used to meet increased demand.** This goal is achieved through supporting LIHTC projects and the provision or retention of other permanent, subsidized rental units, rehabilitating existing rentals to expand choice and housing quality, identifying additional funding sources and/or creating revenue streams to fund local rental vouchers.

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):**

This City estimates that the funding documented in Table 6: Goals Summary will serve the following:

Extremely low-income: 290 households

Low-income: 20 households

Moderate-income: 20 households

## AP-35 Projects – 91.220(d)

### Introduction

Projects funded for FY 14-15 reflect a variety of programs, facilities and services in addition to the programs that are more commonly funded by the City – downpayment assistance and home improvement. The availability of Affordable Housing Trust Fund (AHTF) made it possible to dedicate CDBG resources for projects that serve Santa Fe's residents with very low incomes, many of whom are experiencing homelessness or at risk of being homeless.

#	Project Name	CDBG	AHTF
1	Esperanza Emergency Assistance Program	✓	
2	Habitat for Humanity Emergency Home Repair		✓
3	Habitat for Humanity Down Payment Assistance	✓	
4	Habitat for Humanity Solar Installation		✓
5	Homewise Down Payment Assistance	✓	✓
6	Homewise Home Improvement	✓	✓
7	Housing Trust Down Payment Assistance	✓	✓
8	Kitchen Angels	✓	
9	Life Link Rental Assistance		✓
10	Santa Fe Recovery Center Accessibility Improvement	✓	
11	SFPS Adelante Deferred Action Project	✓	
12	SFPS Adelante Graduation Project	✓	
13	St Elizabeth Siringo Facility Improvement	✓	
14	Youth Works! Facility Improvement	✓	

Table 5 – Project Information

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were made by the City's Community Development Commission on February 20, 2014. The Commission opted to prioritize facilities and services for those residents with very low incomes for CDBG funding and dedicated the AHTF to the needs of homebuyers and homeowners. The rationale was that many of services have been most heavily impacted by recent economic conditions and the cutbacks in subsidy and philanthropic funding sources.

# Projects

## AP-38 Projects Summary

### Project Summary Information

A narrative description of each project follows.

- **Esperanza Emergency Assistance Program.** Provide assistance for domestic violence clients to help stabilize housing by providing up to 3 months (or \$1,000) for house payments/rent, security deposits, utilities, utility hook up fees, and other emergency needs.
- **Habitat for Humanity Emergency Home Repair.** Finance emergency repairs including energy upgrades, replacing furnaces and water heaters, fixing leaky roofs, installing accessibility features for owner-occupied homes with very low-income residents (less than 50% AMI), likely to be elderly and/or disabled. of AMI.
- **Habitat for Humanity Down Payment Assistance.** Provide DPA to three partner families earning no more than 60% of area median income (AMI), with most in the 30-50% range.
- **Habitat for Humanity Solar Installation.** Install photovoltaic panels for one of 2 Passive House duplexes, currently under construction, with the goal of eliminating energy costs for the future homeowners, who will earn less than 60% AMI.
- **Homewise Down Payment Assistance.** Provide DPA to qualified homebuyers who have completed homebuyer training and counseling; the AHTF funds will serve those earning 81-120% AMI and the CDBG funds for those at 80% or below.
- **Homewise Home Improvement.** Provide financing to current homeowners to make necessary repairs, upgrade appliances, windows, and other fixtures and improve energy and water conservation. AHTF funds will serve those earning 81-120% AMI and the CDBG funds for those at 80% or below.
- **Housing Trust Down Payment Assistance.** Provide DPA to qualified homebuyers who have completed homebuyer training and counseling; the AHTF funds will serve those earning 81-120% AMI and the CDBG funds for those at 80% or below.
- **Kitchen Angels.** Support home-delivery service of meals to people who are homebound because of chronic illness or disability to serve a total of 57 clients.
- **Life Link Rental Assistance.** Implement a rental voucher program that will provide support services in conjunction with financial assistance for emergency housing costs such as: rental and utility arrears, rental and utility deposits, rental and utility short term assistance (1 – 6 months). The project proposes to keep 26 – 34 households with incomes at 40% AMI or less out of homelessness.
- **Santa Fe Recovery Center Accessibility Improvement.** Increase accessibility to the Santa Fe Recovery Center by upgrading the handicap ramp to bring new addition into code compliance so that the Certificate of Occupancy can be attained.
- **SFPS Adelante Graduation Project.** Expand support for students whose families are currently experiencing homelessness to SFPS middle schools; includes providing food, clothing, school

supplies, transportation and linking students and their families to critical services.

- **SFPS Adelante Deferred Action Project.** Support the work of an immigration attorney to provide free services for students eligible for Deferred Action for Childhood Arrivals (DACA), including: helping students apply and request fee waivers to access legal status, affordable housing, health and social services and other opportunities.
- **St Elizabeth Siringo Facility Improvement.** Replace a 35+ year old roof (6,000 sq ft) at the permanent supported senior rental project that would have the added benefit of increasing energy efficiency.
- **Youth Works! Facility Improvement.** Support energy efficiency and health upgrades to the organization's Workforce Development and Alternative Education Center, as called for by an independent DOE-certified energy audit.

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Project Name	Target Area	Goals Supported*	High Priority Needs Addressed*	Funding
Esperanza Emergency Assistance Program	Citywide	C	Support Services for Homeless or People at Risk of Homelessness	CDBG: \$20,000
Habitat Emergency Home Repair	Citywide	A	Homeowner Rehabilitation Programs, Energy-efficiency Upgrades, Accessibility Retrofits	AHTF: \$20,000
Habitat for Humanity DPA	Citywide	A	Downpayment Assistance 1	CDBG: \$60,000
Habitat Passive House Solar Installation	Citywide	A	Homeowner Rehabilitation Programs, Energy-efficiency Upgrades, Accessibility Retrofits	AHTF: \$20,000
Homewise DPA	Citywide	A	Downpayment Assistance	CDBG: \$40,000 AHTF: \$55,000
Homewise Home Improvement	Citywide	A	Homeowner Rehabilitation Programs, Energy-efficiency Upgrades, Accessibility Retrofits	CDBG: \$40,000 AHTF: \$50,000
Housing Trust DPA	Citywide	A	Downpayment Assistance	CDBG: \$60,000 AHTF: \$85,000
Kitchen Angels	City wide	B	Non-Housing Community Facilities and Services	CDBG: \$20,000
Life Link Rental Assistance	City wide	C	Rental Vouchers; Support Services for Homeless or People at Risk of Homelessness	CDBG: \$150,000
Santa Fe Recovery Center Accessibility Improvement	Citywide	B	Non-Housing Community Facilities and Services	CDBG: \$7,000
SFPS Adelante Deferred Action Project	Citywide	B	Non-Housing Community Facilities and Services	CDBG: \$17,500
SFPS Adelante Graduation Project	Citywide	B	Non-Housing Community Facilities and Services	CDBG: \$17,500
St Elizabeth Siringo Facility Improvement	Citywide	C	LHHC and other subsidized rental projects	CDBG: \$73,000
Youth Works! Facility Improvement	Citywide	B	Non-Housing Community Facilities and Services	CDBG: \$45,000

Table 8 – Project Summary

CDBG = Community Development Block Grant

AHTF = Affordable Housing Trust Fund

\*Priority needs and Goals are identified in the City of Santa Fe Consolidated Plan 2013 – 2017 and were used as a basis for funding allocations.

## **AP-50 Geographic Distribution – 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Allocations are based on need whether a program serves low to moderate-income (LMI) residents. Most of the City's programs serve LMI residents City Wide (limited clientele or housing) versus a specific LMI area (Area Benefit). If an application is submitted for a program that serves a specific LMI area as normally defined by census tract, it is given the same consideration as the applications for programs that serve LMI residents City Wide.

### **Geographic Distribution**

Most of the City's programs serve LMI residents citywide.

### **Rationale for the priorities for allocating investments geographically**

The City of Santa Fe does not have priorities for allocating geographically. The types of programs funded focus on the household (income) versus the location of the project. For example the City allocates funds programs for down payment assistance for home purchase which is dependent on the household versus the location of the home. The City funds public service programs that serve at risk youth throughout the City versus in a concentrated area.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	150
Non-Homeless	60
Special-Needs	40
Total	290

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	30
The Production of New Units	50
Rehab of Existing Units	15
Acquisition of Existing Units	0
Total	95

Table 7 - One Year Goals for Affordable Housing by Support Type

#### Discussion

Projects funded for FY 14-15 reflect a variety of programs, facilities and services in addition to the programs that are more commonly funded by the City – downpayment assistance and home improvement. The availability of Affordable Housing Trust Fund (AHTF) made it possible to dedicate CDBG resources for projects that serve Santa Fe's residents with very low incomes, many of whom are experiencing homelessness or at risk of being homeless.

In addition to the numbers provided in Table 11, over 900 rents will be paid using Shelter Plus Care vouchers and project-based assistance for very-low income renters with disabilities who are transitioning out of homelessness or at risk of becoming homeless.



## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Santa Fe Civic Housing Authority (SFCHA) is the public housing agency in Santa Fe. They oversee 490 units of public housing, and manage 670 Section 8 vouchers in Santa Fe. There are a total of 369 units for seniors, leaving 121 for families. All of the units are in livable condition but maintenance is a continuous effort. Currently, 399 people are on the public housing waiting list, and 171 people on the Section 8 waiting list for Santa Fe. SFCHA receives approximately 35 applications per month for public housing.

### **Actions planned during the next year to address the needs of public housing**

The City is also committed to supporting the SFCHA's RAD conversion project to renovate 121 public housing units and build 30 new units. The second round of funding will support the rehabilitation of 237 public housing units for very low-income seniors. Future allocations of the Affordable Housing Trust Fund may be provided as gap financing in the event that the SFCHA develops another LIHTC project.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The SFCHA currently runs a Family Self Sufficiency Program which supports residents and voucher holders to place funds in escrow to achieve homeownership and educational goals.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The PHA is not designated as troubled.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The City works in partnership with many non-profit organizations who provide a wide range of services that work to prevent “at-risk” populations such as youths, battered families and seniors from becoming homeless and to help existing homeless populations to obtain safe, affordable and sustainable housing opportunities as well as the needed services such as counseling and c.

These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City has in place emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

Services not available but needed: Long Range Transportation for access to VA services in Albuquerque and SOAR model benefits application assistance.

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:**

- **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

All of the city’s nonprofit partners who work with homeless persons have extensive outreach activities. In 2010, several non-profits, working in conjunction with the City of Santa Fe established the SF Resource Opportunity Center (ROC). The Center offers emergency beds in winter, meals and clothing but more importantly, brings together outreach coordinators to provide information about available services. Medical care, job counseling, meals, clothing, transportation are a few of the services provided at the ROC, which is partially funded through local funds allocated through the City’s Human Services Division.

- **Addressing the emergency shelter and transitional housing needs of homeless persons**

The following programs provide comprehensive support and services for homeless individuals and families in Santa Fe:

**St. Elizabeth.** St. Elizabeth provides 28 year-round emergency shelter beds for men at its main facility, in addition to a library, TV room, laundry, showers and some case management. The organization also offers longer term and transitional shelter options. *Casa*

*Familia* offers five family rooms, with 16 additional dormitory beds reserved for women, in addition to supportive services and can house up to 30 people per night. *Casa Cerrillos* contains 28 efficiency apartments for longer term residency for people with physical, mental, and co-occurring substance abuse issues. *Sonrisa Family Shelter* offers eight apartments where families can stay for up to two years while they stabilize their finances and find permanent housing.

**Interfaith Shelter.** Several faith based organizations support a seasonal shelter from November to May. The shelter offers meals, showers and laundry, in addition to beds and also some case management services. Embedded within the shelter is the Resource Opportunity Center which is open two days per week, serves 120-140 people per day, and offers more intensive case management and legal services.

**Life Link.** Established in 1987 in a motel, Life Link has evolved into a highly effective mental health center. At *La Luz*, 24 transitional apartment units are provided to people with mental illness and other co-occurring disorders. The facility also offers extensive outpatient treatment, psycho-social rehabilitation, homeless prevention and rental assistance, peer support services and onsite healthcare screening. Additionally, an offsite facility called *Casa Milagro* offers permanent housing for 12 individuals.

**Esperanza.** Esperanza is a full-service organization offering counseling, case management and advocacy for survivors of domestic violence. The organization operates a shelter that can house up to 42 people, as well as 21 beds of transitional housing to allow clients establish independence while still receiving supportive services. The organization also offers comprehensive non-residential counseling services.

**Youth Shelters.** On any given night, the organization estimates that 100 youth may be homeless on the streets of Santa Fe. Services are provided to homeless, runaway and in-crisis youth and their families including street outreach, emergency shelter, transitional living and counseling. Special initiatives are the Pregnant and Parenting Project, including referrals, case management, parenting skills and donated items and the Workforce Development Initiative, which helps youth with job readiness skills. Youth can stay at the emergency shelter for up to 30 days and in the transitional, apartment style living program for 18 months.

- **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and**

**preventing individuals and families who were recently homeless from becoming homeless again**

In addition to ensuring the availability of a range of housing program options for these homeless populations, the City also ensures a range of social service program options for homeless individuals, families, veterans and unaccompanied youth that work to increase access for these populations to the health, education, employment, and housing sectors. These services include behavioral health counseling for adults and youth, dental healthcare for individuals and families, independent living skill training for homeless youth, and early childhood development and education for homeless families.

- **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Given the effects of the economic recession, concerted efforts have been made to expand the safety net of services in Santa Fe. In 2010, the city allocated CDBG and Housing Trust funds to *Faith at Work* which provided 3 months of emergency rent/mortgage assistance to 62 families, preventing immediate eviction and default. Of these families, 53 percent were extremely low-income, earning less than 30 percent AMI. Forty-one families in 2011 were provided emergency rent/mortgage assistance through *Esperanza Shelter's* Emergency Assistance Program (EAP), all of whom were female-headed household with presumed household incomes in the 30 –50 percent AMI range.

In 2010, the city allocated CDBG funds to provide additional safety net services. *Kitchen Angels* delivered meals to homebound and terminally ill residents, serving 278 residents for the year. Over 500 children and their parents were assisted through the *Access Project* with qualifying for public services and benefits. As the 2013 application cycle for CDBG funds gets underway, city staff expects another round of applications to fund ongoing safety net services.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction**

Based on the results of the Housing Needs Assessment and the Housing Market Analysis, it seems clear that Santa Fe households experience being cost burdened significantly more often than any other housing problem type. Rising rents, lack of rental options for very low income renters and lowered vacancy rates is likely to worsen the cost burden situation over the next five years.

**Actions planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City of Santa Fe recently reviewed its policies and practices to mitigate barriers to housing development—particularly affordable housing development—as part of the 2011 Analysis of Impediments to Fair Housing Choice. This review of city housing policies and land use and zoning regulations found few concerns. However, stakeholders raised concerns about inconsistent and unpredictable development approval decisions and NIMBYism affecting approvals. According to stakeholder interviews and private sector focus groups there is a stigma associated with affordable housing developments and neighborhood associations make strong efforts to impede affordable development.

The City is currently working on outreach materials regarding housing laws including the Federal Fair Housing Act, the New Mexico Uniform Owner Resident Relations Act (UORRA) and the NM Mobile Home Act. Disproportionately, those who are most heavily cost-burdened, have the lowest incomes and often non-English speakers are affected by not being aware of the rights and protections to which they are entitled under these laws. The outreach materials will be distributed during the fiscal year, particularly in predominantly minority and Spanish language neighborhoods.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction**

Santa Fe is a desirable place to live with the beautiful weather, culture, arts, history and many outdoor recreation opportunities. This desirability has put upward pressure on real estate values by attracting real estate investors, second homeowners and wealthy retirees. High land costs have been prohibitive for developing more affordably-priced homes, driving the market rate homes out of reach for many of the community's workforce. In response, the Santa Fe City Council has supported an innovative combination of regulation, policy and financial support for the development, preservation and improvement of affordable housing.

### **Actions planned to address obstacles to meeting underserved needs**

There is a continued need for more affordable housing in Santa Fe, given the high numbers of cost-burdened households. Likely program interventions include: providing rental assistance, supporting the development of rental units, continuing down payment, counseling and training for low-income homebuyers, and providing support services for low-income homeowners, including refinancing, foreclosure prevention and home repair.

Specifically, the City continues to work with the NM Mortgage Finance Authority to establish priorities for allocating federal tax credits to mixed income rental developments where at least 30% of the rental units will be affordable to households earning less than 50% of the AMI. Another action that will be undertaken in the upcoming fiscal year is to fund a local housing voucher program to provide assistance to the homeless and near homeless through the Affordable Housing Trust Fund. This assistance will be used in the form of one-time payments to cure rental, mortgage and/or utility arrears to supporting several consecutive months of rental payments.

### **Actions planned to foster and maintain affordable housing**

The City of Santa Fe is committed to providing funding that supports innovative and sustainable housing solutions that result in permanently affordable and sustainable housing for residents who live and/or work in Santa Fe. It will continue to allocate local funds from the General Fund to support the administrative functions of its nonprofit partners who provide housing services in the community, as well as prioritizing the use of CDBG and the Affordable Housing Trust Fund allocations to support downpayment assistance, home repair and rental assistance.

### **Actions planned to reduce lead-based paint hazards**

The City of Santa Fe's housing partners; Habitat for Humanity, SFC Housing Trust and Homewise

must notify homeowners of any potential lead-based paint issues when federal funding is involved. If a homebuyer purchases an already existing home with financial assistance from the Housing Trust or Homewise, they are given a lead-based paint disclosure form that must be signed. If a home is purchased that was built before 1978, the EPA lead-based paint pamphlet entitled “Protect Your Family from Lead in Your Home” is also given to the homeowner.

All federally funded home-repair activities are also subject to stringent guidelines for lead-based paint assessment and remediation. Both Habitat and Homewise are experienced in addressing the presence of lead-based paint in their home rehabilitation programs.

### **Actions planned to reduce the number of poverty-level families**

The following is a list of actions supported by the City of Santa Fe to help reduce the number of poverty-level families:

- Continue to enforce the City of Santa Fe Minimum Wage Law, which is the second highest in the country.
- Continue to create high wage jobs and to create/support job training centers and programs.
- Increase the supply of rental housing that is priced to be affordable to households earning 30% or less AMI;
- Provide housing in conjunction with supportive services for special populations including seniors, disabled, at risk youth, homeless and female-headed households.
- Continue to support foreclosure prevention programs.

### **Actions planned to develop institutional structure**

Currently, the City amended its inclusionary zoning program to reduce the required percentage of affordable units in order to facilitate development and support the city’s economic recovery.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City of Santa Fe has a long and successful history of working with the nonprofit, private, and governmental sectors to create collaborative partnerships. The City encourages partnerships with the state and federal governments to expand funding for affordable housing, especially housing for people with disabilities, seniors, minorities, female-headed populations and other special needs populations. Within the City’s internal structure, funding is provided to support service providers through its Human Services grant and Children and Youth Grant, in addition to housing resources.

## Discussion

In addition to the programs described in the preceding sections, the City directly supports the creation, preservation and quality of affordable housing through several regulatory and programmatic actions. They include:

**Santa Fe Homes Program.** The City's inclusionary zoning program that requires all residential developments to provide a percentage of the total units as affordable, 20% for homeownership units and 15% for rental units. The incentives for this program are a 15% density bonus, fee reductions for water and wastewater connections and fee waivers for development review and permit fees.

**Waivers of Impact Fees for Residential Development for two years (2012-2014).** Currently impact fees are levied at 50% of their usual rates, after two years of being suspended altogether.

**City's Affordability Liens.** The affordability of homes created through the SFHP is controlled by the placement of a lien on the property that constitutes the difference between the appraised value of the home and the subsidized/effective sales price paid by the income-qualified buyer. If the unit is sold, the lien is either transferred to the new affordable buyer who is income qualified or repaid into the City's Affordable Housing Trust Fund (AHTF).

**Downpayment Assistance.** Downpayment assistance is provided through a no-payment, no-interest due "soft" second mortgage that is used to buy down the principal of the homebuyers mortgage, thereby lowering their monthly payment and increasing their buying power. Homewise, Housing Trust and Habitat for Humanity income-qualify and make "buyer ready" the eligible homebuyers. The City uses CDBG and AHTF funds and recently allocated Capital Improvement Program (CIP) funds to provide downpayment assistance.



## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table.

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	\$0
5. The amount of income from float-funded activities	\$0
Total Program Income	\$0

#### Other CDBG Requirements

1. The amount of urgent need activities	\$0
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## City of Santa Fe, New Mexico

## memo

**DATE:** April 10, 2014

**TO:** Members of the Community Development Commission

**VIA:** Kate Noble *KN by [signature]*  
Acting Director, Housing and Community Development Department

**FROM:** Alexandra Ladd *[signature]*  
Special Projects Manager, Housing and Community Development Dep't

**RE:** Request for alternate compliance – Rincon Investments (Zocolo)

**ACTION REQUIRED**

Provide a decision regarding the request from Rincon Investments for an alternate means of compliance (paying a fee-in-lieu of \$84,588) instead of providing the (3) three homes currently owed for Phase IV under the Housing Opportunity Program (HOP) agreement dated November 15, 2001 between the City of Santa Fe and Foothills, LLC.

**BACKGROUND**

The Housing Opportunity Program (HOP) ordinance was adopted in 1998 as part of the City's zoning code. It established that all proposed residential development provide a percentage of affordably-priced homes. The percentage varied from 11 – 16%, depending on the market price of the proposed development - the more expensive the homes, the higher the requirement.

- ★ Zocolo Condominiums was approved as a Type C development under HOP, meaning that 11% of the built units were required to be delivered to an income-qualified homebuyer, with an average income of 65% of the area median income (AMI). The original developer proposed 323 homes, of which 191 have been constructed. To date, the developer has been up-to-date on unit delivery, and is even one unit ahead of schedule. See Attachment A: Letter Requesting Alternate Compliance from Rincon Investments.

Although HOP is technically not the City's current regulation, several agreements were outstanding at the time Santa Fe Homes Program (SFHP) was adopted and they remain in effect, including the agreement governing the Zocolo Condominium community (Attachment B).

**ITEM AND ISSUE**

As per the HOP Administrative Procedures, the Community Development Commission is charged with granting approval for requests for alternate compliance and appeals to the City's administrative and decision making process. The regulation allows for developers to request an alternate form of compliance. See Attachment C for the relative excerpts from the HOP Administrative Procedures.

Rincon Investments proposes a combination of converting an existing market rate unit into an affordable unit and finding an income qualified homebuyer and paying a fee-in-lieu for the three (3) remaining units. This fee would be based on a methodology established in 1995 and adjusted for increases in the CPI (Consumer Price Index) to equal a contemporary value of: \$28,196 (including a 2% administrative fee). See Attachment C or a description of how the in-lieu contribution is determined.

This value is updated based on the increase in the Consumer Price Index (which includes construction costs, materials and other variables). See Attachment D for a spreadsheet that updates the values established in Appendix D of the HOP Administrative Procedures.

**Attachments:**

- A: Letter Requesting Alternate Compliance from Rincon Investments.
- B: Zocolo Condominium HOP Agreement with Foothills, LLC
- C: Excerpted Sections from Administrative Procedures from Housing Opportunity Program
- D: Appendix D: HOP In-Lieu Contribution Values (from HOP Administrative Procedures)
- E: Updated HOP fee-in-lieu, based on 1995 figures, annual increase in Consumer Price Index (CPI)

# RINCON INVESTMENTS, LLC

April 7, 2014

Alexandra Ladd  
Housing Special Projects Manager  
City of Santa Fe

Re: Zocalo affordable housing requirements

Alexandra,

Thank you for clarifying the affordable housing requirements for Zocalo over the last few months. This letter will outline our plan for Zocalo Phase 4B, and provide a summary of the affordable housing status. As stated in earlier discussions, Zocalo is an unfinished project approved for 323 condominiums with only 191 condominiums built to date. Zocalo was started by Foothills Estates, LLC in 1999 and went into foreclosure in 2009 without starting Phase 5 and leaving Phase 4 halfway through construction. Zocalo is operated and maintained by the Zocalo Condominium Owners Association (COA) which effectively needs the entire balance of all the planned units to operate efficiently and effectively. Zocalo has struggled as a development and has 41% of the property undeveloped. The current residents have experienced substantial increases to the residents COA fees to help cover the maintenance and upkeep of the property.

Rincon Investments, LLC purchased Zocalo out of foreclosure at the height of the recession with the intention of completing Phase 4B and Phase 5. Phase 4B has been under design for the past year and is anticipated to start in May. Upon completion, the project will be entering a sluggish for-sale housing market, therefore the units will be declared as condominiums but initially will be rented until the for-sale market recovers.

During our discussions, it is understood that the original requirement from the 2001 HOP Agreement for Zocalo the unit mix and AMI requirements is no longer applicable since the unit mix has changed over the years. Phase 4B is almost completely 2 bedrooms/2 bath units and therefore the affordable units which will be delivered to the affordable housing program will be 2 bedrooms/2 bath units. The AMI of units to be delivered will average at or below 65% AMI.

The Zocalo Development under Foothills Estates, LLC, the original owner of the development, entered into a Housing Opportunity Program Agreement and Home HOP Lien with the City of Santa Fe on November 15, 2001. The agreement established Zocalo as a Type C development, which according to the Housing Opportunity Program Ordinance (Ord. #1998-3, §3) requires 11% of the development to be affordable based on the following formula taken from the HOP Ordinance.

Where T=total units, N=non-HOP units; and H=HOP units

$$T = N + H$$

$$H = N \times 0.11$$

$$T = (N \times 1) + (N \times 0.11)$$

$$T = N \times 1.11$$

$$N = T/1.11$$

Phases 1-4A of Zocalo have a total of 191 units (see attached exhibit 1). According to the formula above the required number of HOP homes is:

Where  $T = 191$  units

$$191/1.11 = N = 172.072$$

$$191 = 172.072 + H$$

$$H = 18.928$$

Zocalo has a long standing history of providing affordable units above the required minimal standards and has delivered the same exceptional high quality as the market rate units. Zocalo has wanted to maintain a cohesive and comprehensive look throughout the property so the affordable units would appear no differently than the market rate units. This practice proved to be very favorable with both the market rate and affordable residents.

Based on the list of affordable units sold to date at Zocalo provided by M. Nellie Martinez, the Deputy Director of The Housing Trust on December 2, 2013, the City of Santa Fe has recorded 20 affordable units sold at Zocalo with only 19 required to date. Rincon Investments, LLC, the current owner of the Zocalo Development, is currently undergoing bidding for Phase 4B of Zocalo, and has submitted for permit right now. The phase has a total of 52, 2 bedroom/2 bath units, and 2, 3 bedroom/3 bath units, and according to the 11% formula will require 5.351 affordable units. Since Zocalo, is one unit ahead on affordable units, Rincon Investments, LLC is required to deliver 4 affordable units for Phase 4B. The fractional 0.351 of a unit will be paid through the fractional HOP fee calculation. Foothills Estates, LLC paid \$9,548 for a fractional unit according to the 2001 HOP Agreement for Zocalo, and Rincon Investments, LLC has agreed to let the fee be settled at the completion of Phase 5.

Rincon Investments, LLC is seeking an Alternative Means of Compliance from the City of Santa Fe for the delivery of the 4 affordable units. Rincon Investments, LLC currently owns 1 unit within the development and is planning to resell it into the affordable housing program by the end of the construction of Phase 4B to fulfill one unit of the 4 units remaining, leaving 3 additional required.

For the additional 3 units, Rincon Investments, LLC is seeking to pay the fee-in-lieu of \$27,643 per unit plus the 2% administrative fee. We are seeking the fee-in-lieu because the project is \$1 million dollars over budget. The reasons for the unusually high bids were a shortage of labor in the construction industry, a complicated and robust foundation system which had to be implemented due to a poor geotechnical soils report, and a series of expensive retaining walls to deal with the poor soils conditions in the area. The fee-in-lieu from the 3 units of \$82,929 dollars could be leveraged into down payments for the Housing Trust of Santa Fe where the money can be used more effectively and efficiently to deliver affordable units to the community of Santa Fe.

Zocalo Phase 4B is set to create 200 jobs over the course of one year, and provide a tangible boost to Santa Fe's community. The City of Santa Fe would also benefit from an estimated gross receipts tax of \$675,000 based on \$9,630,000 in hard construction costs and general contractor fees. There are also permitting and water conservations fees of \$187,000. The total benefit to the City of Santa Fe is 200 construction jobs and \$862,000.

We very much appreciate the consideration for an Alternate Means of Compliance. We strongly feel that it is in the best interest of the existing 191 Zocalo residents who contribute to the Zocalo Condo

Document No. 1273,534 in Book 2565 at pages 389-397, the Tenth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on July 30, 2003 as Document No. 1280,343 in Book 2604 at pages 048-055, the Eleventh Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on October 6, 2003 as Document No. 1294,292 in Book 2676 at pages 473-482, the Twelfth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on January 23, 2004 as Instrument No. 1310888, the Thirteenth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on November 24, 2004 as Instrument No. 1355944, the Fourteenth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on January 12, 2005 as Instrument No. 1362573, the Fifteenth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on January 24, 2005 as Instrument No. 1364127, the Sixteenth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on February 23, 2005 as Instrument No. 1368096, the Seventeenth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on April 6, 2005 as Instrument No. 1374336, the Eighteenth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on April 21, 2006 as Instrument No. 1429625, the Nineteenth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on June 12, 2006 as Instrument No. 1437428, the Twentieth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on July 24, 2006 as Instrument No. 1443413, the Twenty-first Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on September 19, 2006 as Instrument No. 1451355, the Twenty-second Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on October 6, 2006 as Instrument No. 1454001, the Twenty-third Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on July 18, 2008 as Instrument No. 1532582, the Twenty-fourth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on September 8, 2008 as Instrument No. 1537429, the Twenty-fifth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on October 29, 2008 as Instrument No. 1542641, the Twenty-sixth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on June 2, 2009 as Instrument No. 1565169, the Twenty-seventh Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on August 21, 2009 as Instrument No. 1574756, the Twenty-eighth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on September 22, 2009 as Instrument No. 1577866, the Twenty-ninth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on December 21, 2009 as Instrument No. 1586573, the Thirtieth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on January 22, 2010 as Instrument No. 1589116, the Thirty-first Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on July 21, 2010 as Instrument No. 1605637, the Thirty-second Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on September 21, 2010 as Instrument No. 1611289, the Thirty-third Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on April 27, 2011 as Instrument No. 1633488, the Thirty-fourth Amendment to the Condominium Declaration for Zocalo, a

Condominium, filed for record on April 29, 2011 as Instrument No. 1633747, the Thirty-fifth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on October 12, 2011 as Instrument No. 1647906, the Thirty-sixth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on December 18, 2012 as Instrument No. 1690989, all in the records of Santa Fe County, New Mexico and Exhibit A attached hereto and made a part hereof, hereinafter collectively the "Plat and Plans".

## **2.2 Units and Allocations of Common Element Interests, Common Expenses and Votes.**

2.2.1 The location of the Units within the buildings and a portion of the Limited Common Elements allocated exclusively to each Unit are shown on the Plat and Plans. Attached as Exhibit B hereto is a list of all Units, their identifying number and description and size (all as shown more fully on the Plat and Plans), and the undivided percentage interest in the Common Elements attributable to each Unit determined on the basis of size (Percentage Interest). The size of each Unit is the total number of interior square feet determined by reference to the dimensions shown on the Plat and Plans. The Percentage Interest allocated and appurtenant to each Unit in the Condominium is the ratio of the size of the Unit to the size of all Units in the Condominium. The number of Units presently in the Condominium is one hundred ninety-one (191).

2.2.2 Each Unit shall be allocated one (1) vote in the Association.

2. **Special Allocations.** The Units within Village Six shall be considered to be located within "stacked" or multistoried buildings as described in §2.8.2 of the Declaration. The Association, acting under the direction of the Board and after consulting each Village Council having jurisdiction over a Unit, is responsible for the maintenance, repair and replacement of the roofs, decks, balconies and railings of the buildings containing the Units within Village Six. Each Owner is responsible for the maintenance, repair and replacement of windows, doors, garage doors, exterior lighting fixtures and bulbs, and any stairs, stairwells, stair railings and connecting walkways that serve the Unit. The Owners of Units served jointly by stairs, stairwells, stair railings and connecting walkways shall share equally the responsibility of the maintenance, repair and replacement of the shared stairs, stairwells, stair railings and connecting walkways, including lighting fixtures and bulbs within these areas.

3. **Reservation of Rights; Further Improvements.** Declarant continues to reserve the Development Rights described in the Declaration, including the areas lying above or below existing Units and adjacent to the building containing these Units. Declarant further reserves the right to construct structures, including, without limitation, structures containing Units to be combined with existing Units, walls, portals, fences and other improvements, in all or a portion of the Limited Common Elements depicted on the Exhibit A and identified as "LC".

4. **Certificate of Substantial Completion.** The Declarant hereby certifies that the structural and mechanical systems of the Unit created by this Thirty-seventh Amendment and as shown on the Plat and Plans has been substantially completed in accordance with the Plans.

In witness whereof, Declarant has executed this Thirty-seventh Amendment as of the date set forth below.

Date: 3/22/13

Foothills Estates, LLC  
a New Mexico limited liability company

By: [Signature]  
Donald H. Tishman, Managing Member

**Acknowledgment**

State of New Mexico       )  
  )ss  
County of Santa Fe        )

The foregoing document was acknowledged before me on <sup>March</sup>~~February~~ 22, 2013, by Donald H. Tishman, Managing Member for Foothills Estates, LLC, on behalf of said company.

[Signature]  
Notary Public  
My Commission Expires: 5/24/15





**Exhibit A to the  
Thirty-seventh Amendment  
Also recorded in Plat Book**

1985

as Instrument No. 1.

7002411

**records of Santa Fe County**

(Continued from page 72)

and further to show as to how they are being used by the American people.

AND SUBMITTING SURVIVOR

1 OF 2

DAWSON SURVEYS INC.  
PROFESSIONAL LAND SURVEYOR  
2005 DAWSON CIRCLE  
OWASO, FL 34455  
TEL 888- DATE 2/2/13

**PROPERTY DISPOSITION**

**SURVEY PLAN OF  
THIRTY-SEVENTH AMENDMENT TO THE  
CONDOMINIUM DECLARATION FOR**

**ZOCALO. A CONDOMINIUM**

RECORDED IN BOOK 2128, PAGE 107.  
TRACT 88, BOOK 299, PAGE 044  
PROJECTED SECTIONS 12 & 13, T17N, R9E, N48PM  
SANJA FE, N.M.

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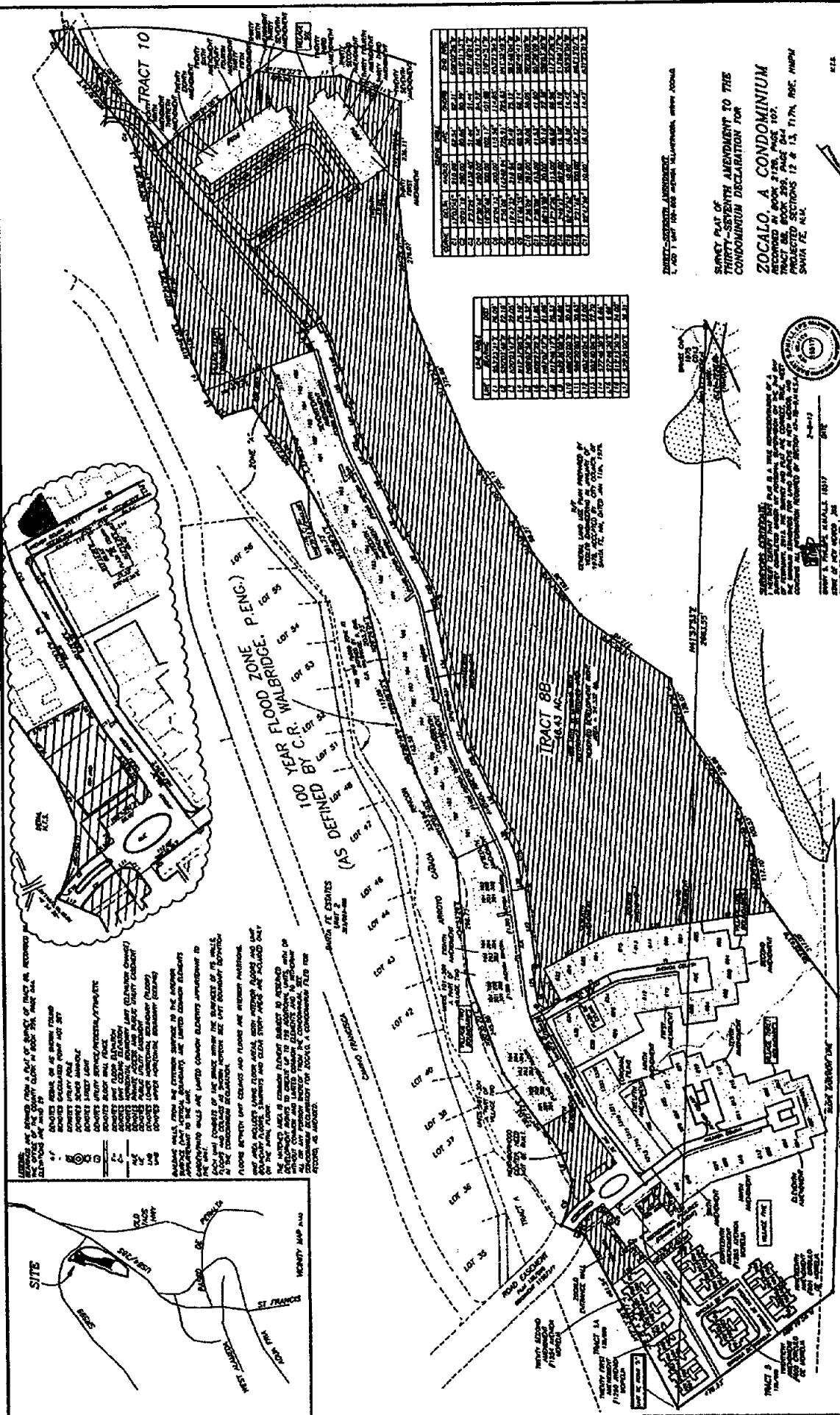
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NOT  
THESE LAND USE PLANS APPROVED BY  
VOTERS SUBMITTED IN JANUARY OF  
1978, APPROVED BY CITY COUNCIL OF  
SANTA FE, NM, DATED JAN 11th, 1978.

	1964	1965	1966	1967
1964	54,573,317	78,080		
1965	53,073,467	74,118		
1966	53,073,467	74,118		
1967	53,073,467	74,118		
1968	53,073,467	74,118		
1969	53,073,467	74,118		
1970	53,073,467	74,118		
1971	53,073,467	74,118		
1972	53,073,467	74,118		
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1974	53,073,467	74,118		
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2027	53,073,467	74,118		
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2029	53,073,467	74,118		
2030	53,073,467	74,118		
2031	53,073,467	74,118		
2032	53,073,467	74,118		
2033	53,073,467	74,118		
2034	53,073,467	74,118		
2035	53,073,467	74,118		
2036	53,073,467	74,118		
2037				

[illegible][illegible]



**Exhibit B**

**List of Percentage Interests**

<b>Unit (Unit Descriptions Are Based upon Both Unit Number and Address — Unit Descriptions Must Include Both Unit Number and Address)</b>	<b>Square Feet<sup>1</sup></b>	<b>Percentage Interest</b>
<b>Village One Units</b>		
600-Avenida Celaya	2,199	0.6472%
601-Avenida Celaya	2,199	0.6472%
602-Avenida Celaya	2,727	0.8026%
603-Avenida Celaya	2,727	0.8026%
604-Avenida Celaya	2,000	0.5887%
605-Avenida Celaya	2,217	0.6525%
606-Avenida Celaya	2,000	0.5887%
607-Avenida Celaya	2,217	0.6525%
609-Avenida Celaya	2,040	0.6004%
610-Avenida Celaya	2,866	0.8435%
611-Avenida Celaya	2,217	0.6525%
612-Avenida Celaya	2,866	0.8435%
613-Avenida Celaya	2,217	0.6525%
615-Avenida Celaya	2,217	0.6525%
621-Avenida Celaya	2,193	0.6455%
624-Avenida Celaya	2,199	0.6472%
625-Avenida Celaya	2,041	0.6007%
626-Avenida Celaya	2,199	0.6472%

## Thirty-seventh Amendment to the Condominium Declaration

for

### Zocalo, a Condominium

A. **Foothills Estates, LLC**, a New Mexico limited liability company, is the "Declarant" under that certain Condominium Declaration for Zocalo, a Condominium (Condominium) filed for record on May 14, 2002, as Document No. 1206,247 in Book 2128 at page 107, records of Santa Fe County, New Mexico (Declaration). Capitalized terms used herein shall have the meanings set forth in the Declaration.

B. The Declarant reserved various rights in the Declaration and pursuant to these reserved Development Rights and Special Declarant Rights, hereby amends the Declaration for the purpose of adding one (1) Unit to the Condominium.

The Declaration is hereby amended by this Thirty-seventh Amendment to the Condominium Declaration for Zocalo, a Condominium, as follows:

1. **Amendment to Article 2.** Article 2, §§2.1 and 2.2 are amended as follows to reflect the addition to the Condominium of one (1) Unit within Village Six identified as 109-608 Avenida Villahermosa:

#### Article 2

##### Buildings on the Property; Unit Boundaries; Common Elements

2.1. **The Buildings.** The location, dimensions and area of each building on the Property are depicted on Exhibit B attached to the Condominium Declaration for Zocalo, a Condominium, filed for record on May 14, 2002, as Document No. 1206,247 in Book 2128 at page 107 in the records of Santa Fe County, New Mexico (Declaration), and the Exhibits A to the First Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on June 26, 2002 as Document No. 1212,338 in Book 2155 at page 098, the Second Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on July 19, 2002 as Document No. 1215,551 in Book 2170 at page 038, the Third Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on July 31, 2002 as Document No. 1217,025 in Book 2177 at page 240, the Fourth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on August 30, 2002 as Document No. 1221,612 in Book 2199 at page 326, the Fifth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on October 31, 2002 as Document No. 1231,587 in Book 2251 at page 627, the Sixth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on December 4, 2002 as Document No. 1237,010 in Book 2280 at page 151, the Seventh Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on April 24, 2003 as Document No. 1261,804 in Book 2504 at page 293, the Eighth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on June 13, 2003 as Document No. 1271,276 in Book 2553 at page 144, the Ninth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on June 25, 2003 as

Document No. 1273,534 in Book 2565 at pages 389-397, the Tenth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on July 30, 2003 as Document No. 1280,343 in Book 2604 at pages 048-055, the Eleventh Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on October 6, 2003 as Document No. 1294,292 in Book 2676 at pages 473-482, the Twelfth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on January 23, 2004 as Instrument No. 1310888, the Thirteenth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on November 24, 2004 as Instrument No. 1355944, the Fourteenth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on January 12, 2005 as Instrument No. 1362573, the Fifteenth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on January 24, 2005 as Instrument No. 1364127, the Sixteenth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on February 23, 2005 as Instrument No. 1368096, the Seventeenth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on April 6, 2005 as Instrument No. 1374336, the Eighteenth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on April 21, 2006 as Instrument No. 1429625, the Nineteenth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on June 12, 2006 as Instrument No. 1437428, the Twentieth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on July 24, 2006 as Instrument No. 1443413, the Twenty-first Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on September 19, 2006 as Instrument No. 1451355, the Twenty-second Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on October 6, 2006 as Instrument No. 1454001, the Twenty-third Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on July 18, 2008 as Instrument No. 1532582, the Twenty-fourth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on September 8, 2008 as Instrument No. 1537429, the Twenty-fifth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on October 29, 2008 as Instrument No. 1542641, the Twenty-sixth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on June 2, 2009 as Instrument No. 1565169, the Twenty-seventh Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on August 21, 2009 as Instrument No. 1574756, the Twenty-eighth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on September 22, 2009 as Instrument No. 1577866, the Twenty-ninth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on December 21, 2009 as Instrument No. 1586573, the Thirtieth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on January 22, 2010 as Instrument No. 1589116, the Thirty-first Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on July 21, 2010 as Instrument No. 1605637, the Thirty-second Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on September 21, 2010 as Instrument No. 1611289, the Thirty-third Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on April 27, 2011 as Instrument No. 1633488, the Thirty-fourth Amendment to the Condominium Declaration for Zocalo, a

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## **2.2 Units and Allocations of Common Element Interests, Common Expenses and Votes.**

2.2.1 The location of the Units within the buildings and a portion of the Limited Common Elements allocated exclusively to each Unit are shown on the Plat and Plans. Attached as Exhibit B hereto is a list of all Units, their identifying number and description and size (all as shown more fully on the Plat and Plans), and the undivided percentage interest in the Common Elements attributable to each Unit determined on the basis of size (Percentage Interest). The size of each Unit is the total number of interior square feet determined by reference to the dimensions shown on the Plat and Plans. The Percentage Interest allocated and appurtenant to each Unit in the Condominium is the ratio of the size of the Unit to the size of all Units in the Condominium. The number of Units presently in the Condominium is one hundred ninety-one (191).

2.2.2 Each Unit shall be allocated one (1) vote in the Association.

2. **Special Allocations.** The Units within Village Six shall be considered to be located within "stacked" or multistoried buildings as described in §2.8.2 of the Declaration. The Association, acting under the direction of the Board and after consulting each Village Council having jurisdiction over a Unit, is responsible for the maintenance, repair and replacement of the roofs, decks, balconies and railings of the buildings containing the Units within Village Six. Each Owner is responsible for the maintenance, repair and replacement of windows, doors, garage doors, exterior lighting fixtures and bulbs, and any stairs, stairwells, stair railings and connecting walkways that serve the Unit. The Owners of Units served jointly by stairs, stairwells, stair railings and connecting walkways shall share equally the responsibility of the maintenance, repair and replacement of the shared stairs, stairwells, stair railings and connecting walkways, including lighting fixtures and bulbs within these areas.

3. **Reservation of Rights; Further Improvements.** Declarant continues to reserve the Development Rights described in the Declaration, including the areas lying above or below existing Units and adjacent to the building containing these Units. Declarant further reserves the right to construct structures, including, without limitation, structures containing Units to be combined with existing Units, walls, portals, fences and other improvements, in all or a portion of the Limited Common Elements depicted on the Exhibit A and identified as "LC".

4. **Certificate of Substantial Completion.** The Declarant hereby certifies that the structural and mechanical systems of the Unit created by this Thirty-seventh Amendment and as shown on the Plat and Plans has been substantially completed in accordance with the Plans.

In witness whereof, Declarant has executed this Thirty-seventh Amendment as of the date set forth below.

Foothills Estates, LLC  
a New Mexico limited liability company

Date: 3/22/13

By: [Signature]  
Donald H. Tishman, Managing Member

**Acknowledgment**

State of New Mexico       )  
                                      )ss  
County of Santa Fe        )

The foregoing document was acknowledged before me on <sup>March</sup> ~~February~~ 22, 2013, by Donald H. Tishman, Managing Member for Foothills Estates, LLC, on behalf of said company.

[Signature]  
Notary Public  
My Commission Expires: 5/24/15



**Exhibit A to the  
Thirty-seventh Amendment  
Also recorded in Plat Book**

Report No. 1700241

**, records of Santa Fe County**

**CONFIDENTIAL - SECURITY INDEX**

**PAGE 1 OF 2**

JAMES CHAMBERLAIN, DETROIT  
 3000 N. W. 44th  
 FILED AND DATE 2/28/73

573

**ZOCALO. A CONDOMINIUM**

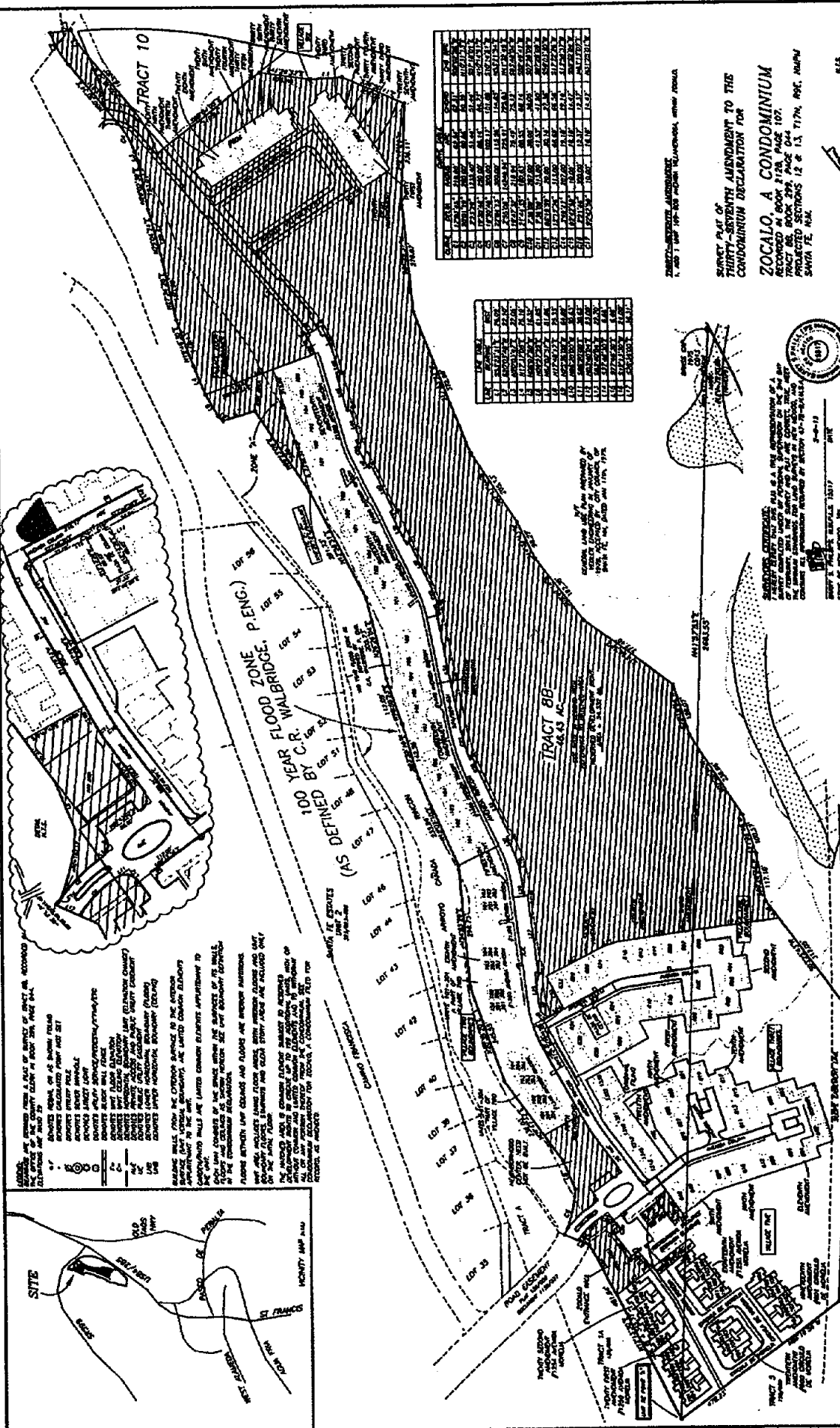
**SURVEY PLAN OF  
THIRTY-SEVENTH AMENDMENT TO THE  
CONDOMINIUM DECLARATION FOR**

[illegible]

147  
CANDOR LIND LEE PLAN APPROVED BY  
MILNER ENGINEERING IN JANUARY OF  
1972, APPROVED BY CITY COUNCIL OF  
MILWAUKEE IN JAN 1972.

[illegible]

LSC 1981		
LSC	REASON	RESC
11	STAYING IN	78.02
12	GOING AWAY	22.98
13	ARRIVING	22.08
14	NOT IN TIME	78.10
15	ARRIVING	18.33
16	GOING AWAY	81.67
17	NOT IN TIME	81.06
18	NOT IN TIME	78.33
19	GOING AWAY	64.08
20	ARRIVING	35.91
21	ARRIVING	38.63
22	GOING AWAY	61.37
23	ARRIVING	22.70
24	GOING AWAY	77.30
25	ARRIVING	8.04
26	GOING AWAY	91.96
27	ARRIVING	84.31
28	GOING AWAY	15.69







## Exhibit B

## List of Percentage Interests

Unit (Unit Descriptions Are Based upon Both Unit Number and Address — Unit Descriptions Must Include Both Unit Number and Address)	Square Feet <sup>1</sup>	Percentage Interest
<b>Village One Units</b>		
600-Avenida Celaya	2,199	0.6472%
601-Avenida Celaya	2,199	0.6472%
602-Avenida Celaya	2,727	0.8026%
603-Avenida Celaya	2,727	0.8026%
604-Avenida Celaya	2,000	0.5887%
605-Avenida Celaya	2,217	0.6525%
606-Avenida Celaya	2,000	0.5887%
607-Avenida Celaya	2,217	0.6525%
609-Avenida Celaya	2,040	0.6004%
610-Avenida Celaya	2,866	0.8435%
611-Avenida Celaya	2,217	0.6525%
612-Avenida Celaya	2,866	0.8435%
613-Avenida Celaya	2,217	0.6525%
615-Avenida Celaya	2,217	0.6525%
621-Avenida Celaya	2,193	0.6455%
624-Avenida Celaya	2,199	0.6472%
625-Avenida Celaya	2,041	0.6007%
626-Avenida Celaya	2,199	0.6472%

Unit (Unit Descriptions Are Based upon Both Unit Number and Address — Unit Descriptions Must Include Both Unit Number and Address)	Square Feet <sup>1</sup>	Percentage Interest
628-Avenida Celaya	2,727	0.8026%
629-Avenida Celaya	2,041	0.6007%
630-Avenida Celaya	2,776	0.8170%
632-Avenida Celaya	2,000	0.5887%
633-Avenida Celaya	2,008	0.5910%
634-Avenida Celaya	2,000	0.5887%
<b>Village Two Units</b>		
101-1340 Avenida Rincon	1,447	0.4259%
102-1340 Avenida Rincon	1,377	0.4053%
103-1340 Avenida Rincon	1,298	0.3820%
104-1340 Avenida Rincon	1,446	0.4256%
201-1340 Avenida Rincon	1,455	0.4282%
202-1340 Avenida Rincon	1,380	0.4062%
203-1340 Avenida Rincon	1,441	0.4241%
204-1340 Avenida Rincon	1,463	0.4306%
301-1340 Avenida Rincon	1,788	0.5263%
302-1340 Avenida Rincon	1,686	0.4962%
303-1340 Avenida Rincon	1,686	0.4962%
304-1340 Avenida Rincon	1,784	0.5251%
101-1380 Avenida Rincon	1,445	0.4253%
102-1380 Avenida Rincon	1,377	0.4053%

Unit (Unit Descriptions Are Based upon Both Unit Number and Address — Unit Descriptions Must Include Both Unit Number and Address)	Square Feet <sup>1</sup>	Percentage Interest
103-1380 Avenida Rincon	1,298	0.3820%
104-1380 Avenida Rincon	1,444	0.4250%
201-1380 Avenida Rincon	1,446	0.4256%
202-1380 Avenida Rincon	1,380	0.4062%
203-1380 Avenida Rincon	1,441	0.4241%
204-1380 Avenida Rincon	1,452	0.4274%
301-1380 Avenida Rincon	1,786	0.5257%
302-1380 Avenida Rincon	1,686	0.4962%
303-1380 Avenida Rincon	1,686	0.4962%
304-1380 Avenida Rincon	1,783	0.5248%
101-1390 Avenida Rincon	1,444	0.4250%
102-1390 Avenida Rincon	1,444	0.4250%
201-1390 Avenida Rincon	1,452	0.4274%
202-1390 Avenida Rincon	1,452	0.4274%
301-1390 Avenida Rincon	1,783	0.5248%
302-1390 Avenida Rincon	1,783	0.5248%
<b>Village Three Units</b>		
600-Avenida Colima	2,075	0.6107%
601-Avenida Colima	2,075	0.6107%
602-Avenida Colima	2,075	0.6107%
603-Avenida Colima	2,059	0.6060%

Unit (Unit Descriptions Are Based upon Both Unit Number and Address — Unit Descriptions Must Include Both Unit Number and Address)	Square Feet <sup>1</sup>	Percentage Interest
604-Avenida Colima	2,059	0.6060%
605-Avenida Colima	2,209	0.6502%
606-Avenida Colima	2,019	0.5942%
608-Avenida Colima	2,009	0.5913%
611-Avenida Colima	2,209	0.6502%
612-Avenida Colima	2,009	0.5913%
613-Avenida Colima	2,209	0.6502%
615-Avenida Colima	2,209	0.6502%
616-Avenida Colima	2,009	0.5913%
617-Avenida Colima	2,797	0.8232%
619-Avenida Colima	2,209	0.6502%
620-Avenida Colima	2,009	0.5913%
621-Avenida Colima	2,041	0.6007%
623-Avenida Colima	2,851	0.8391%
624-Avenida Colima	2,009	0.5913%
625-Avenida Colima	2,013	0.5925%
627-Avenida Colima	2,013	0.5925%
629-Avenida Colima	2,013	0.5925%
640-Avenida Colima	2,013	0.5925%
642-Avenida Colima	2,013	0.5925%
1313-Avenida Rincon	2,009	0.5913%

Unit (Unit Descriptions Are Based upon Both Unit Number and Address — Unit Descriptions Must Include Both Unit Number and Address)	Square Feet <sup>1</sup>	Percentage Interest
1315-Avenida Rincon	2,009	0.5913%
1317-Avenida Rincon	2,009	0.5913%
1319-Avenida Rincon	2,009	0.5913%
1321-Avenida Rincon	2,009	0.5913%
1333-Avenida Rincon	2,011	0.5919%
1335-Avenida Rincon	2,011	0.5919%
<b>Village Four Units</b>		
101-1400 Avenida Rincon	2,974	0.8753%
102-1400 Avenida Rincon	2,240	0.6593%
103-1400 Avenida Rincon	2,009	0.5913%
104-1400 Avenida Rincon	2,277	0.6702%
105-1400 Avenida Rincon	2,240	0.6593%
106-1400 Avenida Rincon	2,974	0.8753%
101-1440 Avenida Rincon	2,974	0.8753%
102-1440 Avenida Rincon	2,277	0.6702%
103-1440 Avenida Rincon	2,240	0.6593%
104-1440 Avenida Rincon	2,240	0.6593%
105-1440 Avenida Rincon	2,009	0.5913%
106-1440 Avenida Rincon	2,974	0.8753%
101-1460 Avenida Rincon	2,974	0.8753%
102-1460 Avenida Rincon	2,277	0.6702%

Unit (Unit Descriptions Are Based upon Both Unit Number and Address - Unit Descriptions Must Include Both Unit Number and Address)	Square Feet <sup>1</sup>	Percentage Interest
103-1460 Avenida Rincon	2,240	0.6593%
104-1460 Avenida Rincon	2,277	0.6702%
101-1480 Avenida Rincon	2,240	0.6593%
102-1480 Avenida Rincon	2,277	0.6702%
103-1480 Avenida Rincon	2,974	0.8753%
101-1500 Avenida Rincon	2,240	0.6593%
102-1500 Avenida Rincon	2,009	0.5913%
103-1500 Avenida Rincon	2,240	0.6593%
104-1500 Avenida Rincon	2,240	0.6593%
105-1500 Avenida Rincon	2,009	0.5913%
106-1500 Avenida Rincon	2,240	0.6593%
	<b>Village Five Units</b>	
101-1250 Avenida Morelia	1,243	0.3658%
102-1250 Avenida Morelia	1,283	0.3776%
103-1250 Avenida Morelia	1,243	0.3658%
104-1250 Avenida Morelia	1,283	0.3776%
105-1250 Avenida Morelia	1,271	0.3741%
201-1250 Avenida Morelia	1,583	0.4659%
202-1250 Avenida Morelia	1,583	0.4659%
203-1250 Avenida Morelia	1,583	0.4659%
204-1250 Avenida Morelia	1,583	0.4659%

Unit (Unit Descriptions Are Based upon Both Unit Number and Address — Unit Descriptions Must Include Both Unit Number and Address)	Square Feet <sup>1</sup>	Percentage Interest
205-1250 Avenida Morelia	1,583	0.4659%
101-1254 Avenida Morelia	1,267	0.3729%
102-1254 Avenida Morelia	1,243	0.3658%
103-1254 Avenida Morelia	1,283	0.3776%
104-1254 Avenida Morelia	1,243	0.3658%
105-1254 Avenida Morelia	1,283	0.3776%
106-1254 Avenida Morelia	1,703	0.5012%
201-1254 Avenida Morelia	1,583	0.4659%
202-1254 Avenida Morelia	1,583	0.4659%
203-1254 Avenida Morelia	1,583	0.4659%
204-1254 Avenida Morelia	1,583	0.4659%
205-1254 Avenida Morelia	1,583	0.4659%
101-1255 Avenida Morelia	1,272	0.3744%
102-1255 Avenida Morelia	1,243	0.3658%
103-1255 Avenida Morelia	1,323	0.3894%
104-1255 Avenida Morelia	1,243	0.3658%
105-1255 Avenida Morelia	1,703	0.5012%
201-1255 Avenida Morelia	1,583	0.4659%
202-1255 Avenida Morelia	1,583	0.4659%
203-1255 Avenida Morelia	1,583	0.4659%
204-1255 Avenida Morelia	1,583	0.4659%



Unit (Unit Descriptions Are Based upon Both Unit Number and Address — Unit Descriptions Must Include Both Unit Number and Address)	Square Feet <sup>1</sup>	Percentage Interest
101-600 Circulo de Morelia	1,703	0.5012%
102-600 Circulo de Morelia	1,243	0.3658%
103-600 Circulo de Morelia	1,271	0.3741%
104-600 Circulo de Morelia	1,703	0.5012%
202-600 Circulo de Morelia	1,583	0.4659%
203-600 Circulo de Morelia	1,583	0.4659%
101-601 Circulo de Morelia	1,703	0.5012%
102-601 Circulo de Morelia	1,243	0.3658%
103-601 Circulo de Morelia	1,271	0.3741%
104-601 Circulo de Morelia	1,243	0.3658%
105-601 Circulo de Morelia	1,271	0.3741%
106-601 Circulo de Morelia	1,703	0.5012%
202-601 Circulo de Morelia	1,583	0.4659%
203-601 Circulo de Morelia	1,583	0.4659%
204-601 Circulo de Morelia	1,583	0.4659%
205-601 Circulo de Morelia	1,583	0.4659%
	<b>Village Six Units</b>	
101-604 Avenida Villahermosa	1,309	0.3853%
102-604 Avenida Villahermosa	1,292	0.3803%
103-604 Avenida Villahermosa	1,326	0.3903%
104-604 Avenida Villahermosa	1,326	0.3903%
105-604 Avenida Villahermosa	1,306	0.3844%

Unit (Unit Descriptions Are Based upon Both Unit Number and Address - Unit Descriptions Must Include Both Unit Number and Address)	Square Feet <sup>1</sup>	Percentage Interest
106-604 Avenida Villahermosa	1,280	0.3767%
107-604 Avenida Villahermosa	1,326	0.3903%
108-604 Avenida Villahermosa	1,280	0.3767%
109-604 Avenida Villahermosa	1,703	0.5012%
201-604 Avenida Villahermosa	1,313	0.3864%
202-604 Avenida Villahermosa	1,313	0.3864%
203-604 Avenida Villahermosa	1,313	0.3864%
204-604 Avenida Villahermosa	1,313	0.3864%
205-604 Avenida Villahermosa	1,313	0.3864%
206-604 Avenida Villahermosa	1,313	0.3864%
207-604 Avenida Villahermosa	1,313	0.3864%
208-604 Avenida Villahermosa	1,313	0.3864%
101-608 Avenida Villahermosa	1,703	0.5012%
102-608 Avenida Villahermosa	1,326	0.3903%
103-608 Avenida Villahermosa	1,291	0.3800%
104-608 Avenida Villahermosa	1,326	0.3903%
105-608 Avenida Villahermosa	1,291	0.3800%
106-608 Avenida Villahermosa	1,326	0.3903%
107-608 Avenida Villahermosa	1,277	0.3759%
108-608 Avenida Villahermosa	1,290	0.3797%
109-608 Avenida Villahermosa	1,264	0.3720%

Unit (Unit Descriptions Are Based upon Both Unit Number and Address — Unit Descriptions Must Include Both Unit Number and Address)	Square Feet <sup>1</sup>	Percentage Interest
110-608 Avenida Villahermosa	1,703	0.5012%
202-608 Avenida Villahermosa	1,313	0.3864%
203-608 Avenida Villahermosa	1,313	0.3864%
204-608 Avenida Villahermosa	1,313	0.3864%
205-608 Avenida Villahermosa	1,313	0.3864%
206-608 Avenida Villahermosa	1,313	0.3864%
207-608 Avenida Villahermosa	1,313	0.3864%
208-608 Avenida Villahermosa	1,313	0.3864%
209-608 Avenida Villahermosa	1,313	0.3864%
Totals: 191 Units	339,760	100.0000%

1. Measurements are based upon interior dimensions as shown on the Plans.



COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

THIRTY-SEVENTH AMENDME  
PAGES: 16

I Hereby Certify That This Instrument Was Filed for  
Record On The 22ND Day Of March, 2013 at 01:18:20 PM  
And Was Duly Recorded as Instrument # 1700242  
Of The Records Of Santa Fe County

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

2075421

**CITY OF SANTA FE  
INCLUSIONARY ZONING  
HOUSING OPPORTUNITY PROGRAM AGREEMENT AND HOP HOME LIEN  
for 32 HOP Home(s) to be located at "ZOCALO Development", located east of Camino  
Francisca, south of NM 599, and west of US 285, Santa Fe, New Mexico**

This Housing Opportunity Program Agreement ("Agreement") is entered into on this 15<sup>th</sup> day of November, 2001, by and between Foothills, LLC, (the "HOP Developer") and the City of Santa Fe, New Mexico, a municipal corporation, (the "City").

WHEREAS, the City has duly adopted a Housing Opportunity Program, inclusionary zoning ordinance, and administrative procedures (collectively "HOP") and other regulatory structures in order to ensure that private development bears its fair share of the burden of housing affordability in the Santa Fe community; and

WHEREAS, the City's Community Services Department has determined that upon individualized assessment, the Agreement will provide, at a minimum, the amount of affordable housing necessary to offset impacts on the affordable housing market in the region of the project; and

WHEREAS, the City and the HOP Developer have entered into a HOP proposal in accordance with the requirements of the HOP; and

WHEREAS, The City and HOP Developer now wish to satisfy the HOP requirement for a final agreement in order to ensure HOP compliance and a mechanism for ensuring long-term affordability.

NOW THEREFORE, the City and the HOP Developer for themselves and their heirs, successors and assigns (including, without limitation, all persons who subsequently own a HOP Home or any interest therein, or the Property or any portion thereof containing a HOP Home, while this Agreement is in effect) hereby agree that the HOP Home shall be subject to the following Agreements and restrictions for the benefit of the City.

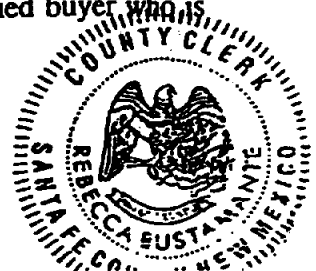
1. **Definitions.** All terms capitalized herein shall have the meanings given to them in this Agreement or the meanings as defined in the Santa Fe City Code sections regarding inclusionary zoning and the HOP. In this Agreement the following words and phrases have the following meaning:

A. "Agreement" means this HOP Agreement.

B. "Certificate of HOP Homebuyer Eligibility" means a certificate issued by the City or the City's assignee or agent, which certifies that the buyer is a qualified buyer who is income eligible.

COUNTY OF SANTA FE  
STATE OF NEW MEXICO

I hereby certify that this instrument was filed for  
record on the 25 day of Feb, A.D.  
2002 at 1:47 o'clock P M and  
was duly recorded in Book 6078 Page 120  
of the records of Santa Fe County.  
Witness my Hand and Seal of Office  
Rebecca Bustamante  
County Clerk, Santa Fe County, N.M.



C. "Certified Homebuyer" means a person determined, pursuant to the HOP and such other criteria as the City or its agents may deem appropriate, to be qualified on the basis of need and preference for the purchase of a HOP Home and who has properly obtained a "Certificate of HOP Homebuyer Eligibility".

D. "Fair Market Value", unless otherwise stated, means fair market value as of the day of the event in question (for example, purchase of the HOP Home or termination of this Agreement), taking into account the restrictions on HOP Developer and occupancy imposed by this Agreement as if such restrictions were perpetual.

E. "HOP Developer" means each legal and equitable HOP Developer of all or any portion of a HOP Home or the Property during the term of this Agreement, including without limitation the HOP Developer identified above, and any subsequent HOP Developer by sale, conveyance or other transfer of any legal or beneficial interest in a HOP Home or the Property. Unless the context otherwise requires, HOP Developer shall mean the HOP Developer at the time in question. HOP Developer and HOP Developers are used interchangeably.

F. "HOP Home" shall mean the unit of housing to be marketed and sold by HOP Developer at the affordable price pursuant to the HOP and this Agreement.

G. "HOP Homebuyer" shall mean any person or entity, which purchases the HOP Home from the HOP Developer and any subsequent purchasers who buy from the initial purchaser during the term of this Agreement.

H. "Repurchaser" means the City or the City's Assignee. A general delegation of authority by the City to another person as Repurchaser shall transfer those rights, powers and obligations assigned to the Repurchaser in this Agreement or the Lien. Transfer of any rights, powers and obligations assigned to the City in this Agreement shall be effective only to the extent such rights, powers and obligations are specifically enumerated in the delegation of authority.

I. "Senior Lien" means a mortgage with respect to the Property from the Purchaser, as mortgagor, to any lender or its agent or assigns, as mortgagee which loan is solely used to purchase the HOP Home.

## 2. THE PROJECT.

2.1 Property. The HOP Developer is the owner of certain property situated in the County of Santa Fe, New Mexico, known as Tract 8B, Section 12, Township 17 North, Range 9 East and known as "Foothill Estates LLC (aka) ZOCALO LLC" which property contains more or less 46.43 acres and is more particularly described in Exhibit A attached hereto. (The "Property")

2.2. Intended Conveyance of Interest. The Property is to be developed and the units thereon marketed as for sale housing.

2.3 Sales Price of Non HOP Homes. The anticipated sales price of the non-HOP Homes developed on the Property qualifies the project as a type C development under HOP.

2.4 HOP Plan. The HOP Developer agrees to construct a total of \_\_\_ HOP Home(s) as indicated on the attached Exhibit B. (HOP Plan). The HOP Plan shall include the number of bedrooms and bathrooms, the minimum square footage and the minimum household size, the percentage (%) of area median income to be served and the current HOP Home price for each HOP home as set forth in Section 8.2 of the HOP Administrative Procedures. If the development is not constructed in phases, the HOP Plan shall also include the legal description of the HOP Homes. If the development is constructed in phases, a HOP Plan for each phase designating the legal descriptions of the HOP Homes shall be reviewed and approved by the City and recorded at the County Clerk's office prior to issuance of a building permit by the City for that phase.

2.5 Agreement to Sell at HOP Home Price. The HOP Developer agrees to sell the HOP Home at the current HOP Home Price or such HOP Home Price as may be current at the time of sale by the HOP Developer. This subsection shall apply only for the eighteen-month period following the HOP Home being made available for sale. Any dispute as to the actual date on which a HOP Home is made available for sale shall be resolved by reference to the notice of intent to sell provided by HOP Developer pursuant to subsection 4.2 of this Agreement, the date of which shall be presumed to be the date on which the HOP Home became available. If the HOP Home has not sold for the HOP Home Price in the first six months, it shall be available for sale to any buyer whether or not they are certified pursuant to subsection 4.1. The HOP Home shall be salable at a revised price equal to the HOP Home Price plus ten percent during the second sixth month period. If the HOP Home has not sold for the revised price in the second six months, it shall be salable at a final revised price equal to the HOP Home Price plus twenty percent during the third sixth month period. If after eighteen months the HOP Home has not been sold it may be sold by HOP Developer at any price HOP Developer deems appropriate. However, notwithstanding any of the foregoing, the time periods described in this subsection shall be tolled during any suspension of marketing or any other period which has the effect of failing to make the HOP Home readily available for sale to a certified purchaser.

2.6 Agreement for Payments for Fraction Portions of a HOP Home. HOP Developer agrees to make a payment of \$9,548 for the fractional portion of a HOP Home as calculated pursuant to HOP, to the City or its agent prior to recording this Agreement. The payment shall be made to the Santa Fe Community Housing Trust for the benefit of the Santa Fe Affordable Housing Trust Fund, the proceeds of which are allocated to affordable housing projects in Santa Fe by the Santa Fe Affordable Housing Roundtable.

**2.7 Marketing Sequence.** The HOP Home shall be marketed at the same time as all other units on the Property or at a time, and in a proportion, equal to the number of non-HOP Homes being marketed for sale during a given phase of development.

**2.8 Development Incentives.** The City agrees to waive building permits for the 35 HOP Homes.

**2.9 Agreements Regarding Transfers of Non-HOP Homes on the Property.** HOP Developer acknowledges and hereby agrees that compliance with this Agreement shall be a precondition for any releases or express termination of HOP Developer's HOP Agreements and all future City approvals of building permits, certificates of occupancy and utility connections, and such other development approvals regarding the Property as may be required by law for development, construction, occupation and use of the Property.

### **3. HOP LIEN.**

**3.1 Creation of HOP Lien.** The HOP Developer hereby creates a lien upon each HOP Home for the benefit of the City, its agents, heirs, successors and assigns (the "Lien"). The Lien shall be for the sole purpose of complying with the HOP and this Agreement and for the purpose of retaining long-term affordability of HOP Home.

**3.2 Subordination.** The Lien shall be subject and subordinate in all respects to liens, terms, covenants and conditions of a Senior Lien including all sums advanced for the purpose of (a) protecting or further securing the lien of the Senior Lien, curing defaults by the HOP Homebuyer, its successors and assigns under the Senior Lien or for any other purpose expressly permitted by the Senior Lien or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. The terms and provisions of the Senior Lien are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the Senior Lien, any provisions wherein or in any other collateral agreement restricting the use of the Property to income eligible households or otherwise restricting the HOP Homebuyer, its successor's or assign's ability to sell the Property, shall have no effect on subsequent purchasers of the Property. Any purchaser following foreclosure, including his successors or assigns (other than the HOP Homebuyer or a related entity of the HOP Homebuyer), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the Senior Lien shall receive the title to the Property free and clear from such restrictions.

Further, if the holder of the Senior Lien acquires title to the Property pursuant to a deed in lieu of foreclosure, this lien shall automatically terminate upon acquisition of the title by the holder of the Senior Lien, provided that (a) the City has been given written notice of default under the Senior Lien and (b) the City shall not have cured the default under the Senior Lien, or diligently pursued curing the default as determined by the holder of the Senior Lien, within the 60-day period provided in such notice sent to the City.

The Lien and/or deed restriction must be shown on Schedule B-II of the lender's title policy as a subordinate item(s) to the first mortgage that is to be sold to Fannie Mae.

Notwithstanding any terms to the contrary, herein, the City and its agent's rights to collect and apply the insurance proceeds of hazard or property insurance or other insurance proceeds shall be subject and subordinate to the rights of the Senior Lien holder to collect and apply such proceeds in accordance with the Senior Lien. Likewise, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property subject to the Lien, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Senior Lien holder, subject to the terms of the Senior Lien.

**3.3 Lien Amount.** The Lien amount shall be the difference between the current HOP Home price at the time of closing and the Fair Market Value as determined by a certified appraiser selected by the City or its agent. The lien amount shall be calculated after construction of the HOP Home but prior to purchase by the HOP Homebuyer. HOP Developer agrees to execute such additional documents as are necessary to record the HOP Lien with the Lien amount.

**3.4 Term of Lien.** The Lien shall run for 30 years or until such time as the City exercises its right of first refusal or purchase under this Agreement. During this term, so long as the HOP Homebuyer complies with HOP and the terms of this Agreement, no payments will be due on this Lien. However, if HOP Homebuyer remains in the HOP Home for a full 30-year term without transferring the HOP Home, failing to comply with HOP, or otherwise violating the terms of this Agreement, the Lien shall terminate.

**3.5 Transfers of Lien.** The Lien may be assumed by subsequent HOP Homebuyers of the HOP Home, including those acquiring the HOP Home through testate or intestate succession so long as the City receives a Notice of Intent to Sell and the City gives written approval of the assumption of the Lien. The Lien shall not be assigned by the City or its agent without the Senior Lien holder's prior written consent so long as the Senior Lien remains outstanding and the obligation to make payment on the mortgage note has not been satisfied. Subsequent HOP Homebuyers shall also obtain a "Certificate of HOP Homebuyer Eligibility".

**3.6 Collection of the Lien Amount.** The City and its agent agree that they will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the Senior Lien holder at least 60 days prior written notice. The subordinate lien holder (the City or its agent) will give the Senior Lien holder written notice of default and prior written notice of any acceleration under the subordinate mortgage (the Lien). However, it is understood that the subordinate lien holder is only holding the Lien for purposes of retaining long-term affordability and, therefore, will not accelerate the payment of the Lien amount.



In the event of a foreclosure on the Senior Lien the City hereby agrees to accept a note for any deficiency in the Lien amount and to forgive, release and forgo collection upon the Lien.

#### 4. CLOSING SALES AND CONVEYANCES OF THE HOP HOMES.

4.1 Certification of Homebuyer. HOP Developer agrees to sell the HOP Home only to a Certified Homebuyer who qualifies for the purchase of a HOP Home under the HOP. The City hereby represents and warrants that Santa Fe Community Housing Trust is its authorized agent under the most current agreement between the City and Santa Fe Community Housing Trust, for purpose of qualifying buyers under this Agreement and issuing Certificates of HOP Homebuyer Eligibility.

4.2 HOP Developer's or HOP Homebuyer's Notice of Intent to Sell or Transfer the Property. Any time the HOP Developer or any subsequent HOP Homebuyer who is subject to this Lien intends to sell or otherwise transfer the Property or any interest in the HOP Home, whether by deed, real estate contract, intestacy, testate succession or otherwise, said transferor shall give written notice to the City which shall state the transferor's intention to sell or otherwise transfer said Property or interest in the HOP Home. (The "Notice of Intent to Sell").

4.3 Notice to Prospective HOP Homebuyer of Lien. The HOP Developer agrees to provide actual notice to any prospective purchaser of the covenants, conditions, and encumbrances, which are or will be placed upon the HOP Home to be sold by HOP Developer to the Certified HOP Homebuyer. Any purchase agreement containing the foregoing language or accompanied by a signed disclosure statement containing the foregoing language shall be deemed acceptable to the City pursuant to Section 26-1.19 (D) SFCC1987. The notice shall, at a minimum, state:

- A. The unit is subject to a 30 year, renewable, lien (the "Lien") which is intended to retain the long-term affordability of the HOP Home.
- B. The Lien may limit the ability of the HOP Homebuyer to get subsequent mortgage or equity loans.
- C. The Lien gives the City and its agents a right to exercise its right of first refusal and purchase the HOP Home at a price, which may be less than the fair market value of the HOP Home.
- D. The Right of First Refusal granted to the City can be assigned by the City to an agent or third party Certified HOP Homebuyer.
- E. The Lien will limit the HOP Homebuyer's ability to sell the HOP Home in the future and shall require the City or its agents to agree to any additional use of the HOP Home as collateral or security.

F. The Lien will reduce the total amount payable to the HOP Homebuyer upon resale by the lien amount if the HOP Home is sold or transferred during the 30 year Lien term.

G. The Lien will be renewed for an additional 30-year period if the HOP Home is sold to a Certified HOP Homebuyer or the right of first refusal exercised during the initial term of the Lien.

4.4 Escrow Instructions Regarding Initial HOP Compliance. HOP Developer agrees to sell the HOP Home through an escrow agent. The escrow agent shall be required by HOP Developer as a precondition for closing to certify to the City that:

A. The HOP Homebuyer has been notified of and has indicated their understanding of the Lien and its affect.

B. The total sales price at closing does not exceed the HOP Home Price plus such transactional costs of closing as are usual and customary.

C. The HOP Home is being sold to a buyer who has agreed that the HOP Home shall be their principal residence and who has provided the escrow agent with a Certificate of HOP Homebuyer Eligibility.

4.5 Agreement to Pay Appraisal Costs. The HOP Developer agrees to pay a flat fee of \$250.00 to the City or its agent at closing of the sale of each HOP Home. This fee is expressly and solely for the purposes of obtaining a Fair Market Value appraisal in order to determine the appropriate amount of the Lien.

4.6 HOP Developer to Reference Agreement and Lien. The HOP Developer shall include a reference to this Agreement in any and all deeds or other instruments conveying any interest in the HOP Home or any part thereof or interest therein, although neither the validity nor enforceability of this Agreement shall be affected in any manner by failure to do so.

## 5. RIGHT OF FIRST REFUSAL OR PURCHASE.

5.1 Grant of Right of First Refusal. To maintain the HOP Home as affordable housing throughout the 30 year term of this Agreement, the City and its agents shall have, and HOP Developer, its heirs, successors and assigns, hereby grant the City and its agent the right (but without obligation) to purchase the HOP Home in any of the following circumstances (the "Rights of First Refusal"):

A. The HOP Developer or a successor has given the City Notice of Intent to Sell; or

B. The HOP Home is no longer the principal residence of any person purchasing the HOP Home from the HOP Developer or any subsequent HOP Homebuyer, their heirs, successors or assigns whose occupancy does not comply with the covenant to maintain the HOP Home only as a principle residence and not as a trade or business, as an investment property, (income/rental property) or as a recreational second home, or non-principal residence so long as said HOP Homebuyer of the HOP Home has been given written notice identifying the violations and has failed to cure them; or

C. Any legal or beneficial interest in the HOP Home is conveyed or otherwise transferred (for example, by inheritance) without both Notice of Intent to Sell and Second Notice of Intent to Sell as required in this Section having been given, unless the City has waived the Right of First Refusal in writing; or

D. The City has notice of a pending mortgage or other lien foreclosure or similar proceeding (for instance, a sheriff's sale) against the HOP Home or of a civil action or equivalent proceeding for unpaid condominium common expenses; or

E. The City has notice that the HOP Home is being taken for unpaid taxes; or

F. The HOP Homebuyer made material misrepresentations in applying to acquire the HOP Home; or

G. The HOP Homebuyer has failed to observe and perform the HOP Homebuyer's obligations under this Agreement (other than as stated in (H.) below), has been given written notice identifying the violations and has failed to cure them; or

H. The HOP Homebuyer has failed to observe and perform the HOP Homebuyer's obligations under this Covenant in a manner, which constitutes criminal conduct, or in the City's judgment constitutes other willful, egregious and continuing violation of such obligations.

The City shall be obligated to give notice and an opportunity to cure only for events under subsections (B.) or (G.); and for those events, the HOP Homebuyer and any holder of a Senior Lien shall have a reasonable time to cure which shall not exceed six months. In all cases other than sale or other transfer of the HOP Home under subsection (A.), the City's right to buy the HOP Home shall continue only while the event giving rise to exercise of the Right of First Refusal continues un-remedied.

5.2 City's Exercise of Right of First Refusal. In the event that the City has received a Notice of Intent to Sell pursuant to this Agreement, the City shall have 30 days in which to exercise its Right of First Refusal. During this 30-day period, the City and its agent shall have the exclusive right to market the HOP Home and the HOP Homebuyer shall not list the HOP Home with a realtor or any other selling agent.

5.3 Duration of Right of First Refusal. The City and the HOP Homebuyer intend that the Right of First Refusal are for the purpose of promoting and enforcing this Agreement in

its goal of ensuring continuance of the HOP Home as affordable housing as permitted under New Mexico law and accordingly are intended to be exercisable throughout the term of this Agreement (or such shorter period as is the longest permitted under law).

5.4 Purchase Price. The purchase price of the HOP Home under the Right of First Refusal shall be equal to the appraised price at the time of sale less the Lien amount. In the event that there is a dispute as to the purchase price, the seller shall be entitled, at its own expense, to have a separate appraisal performed and if the seller and City or its agent still can not agree as to the purchase price, the seller and City shall resolve the matter through binding arbitration.

## 6. MONITORING AND ENFORCEMENT.

6.1 Notice. The City agrees to provide notice pursuant to the HOP of any violation or alleged violation of the terms and conditions of this Agreement and further agrees to give HOP Developer 30 days to cure and violation under this Agreement. HOP Developer agrees to provide the City with notice and 30 days opportunity to cure any violation of this Agreement.

6.2 Term. This Agreement shall be effective until all HOP Homes on the Property covered by this Agreement have been sold. Thereafter, this Agreement shall terminate. HOP Developer may request and the City agrees not to unreasonably withhold an express termination of this Agreement upon compliance with this Agreement. Nothing herein shall be deemed a waiver by the City or its agents or assigns of any right, title or interest to pursue or make claim for damages, penalties or remedies available to the City, its agents or assigns, for a breach of this Agreement or the HOP whether or not the breach occurs during the term of this Agreement.

6.3 Enforcement. It is understood and agreed by HOP Developer that the remedies provided under this Agreement are additional remedies, not exclusive of any remedy under the law.

6.4 Release by City. City hereby agrees to release HOP Developer from this Agreement upon fulfillment of all terms of this Agreement and to issue upon request a certificate of termination within a reasonable time of receipt of written request. The City will issue the certificate in recordable form stating (if such be the case) that this Agreement has been terminated, and any such certificate, when recorded with the Santa Fe County Clerk, shall be binding and conclusive on the City and all persons relying thereon.

## 7. MISCELLANEOUS PROVISIONS.

7.1 Recordation. HOP Developer agrees to record this Agreement and thus the Lien as set forth in Section 14-96.6 SFCC 1987 and prior to closing the sale of the HOP Home so as to legally attach, run with the land and ensure that the purpose of the HOP are met.

**7.2 Successors and Assigns; Covenants to Run.** This Agreement shall be legally binding on, as the obligations of, the parties and their respective successors and assigns, including without limitation, successors in title or interest to the Property, HOP Home or this Agreement, who by their acceptance of any interest in the Property, HOP Home or this Agreement shall be deemed to have agreed to perform and observe all the HOP Developer's obligations under, and to be bound by all the terms and conditions of, this Agreement. Furthermore, all the agreements, rights and restrictions set forth in this Agreement shall run with the Property for the purpose of maintaining the HOP Home as affordable housing throughout the term of this Agreement and the Liens entered into pursuant to this Agreement.

**7.3 Reporting and Verification.**

A. HOP Developer agrees to sign an affidavit declaring that the sale price did not exceed the amount specified in this Agreement.

B. HOP Developer agrees to provide such information and documentation as the City may reasonably require in order to insure that the actual sale was in compliance with this Agreement.

C. HOP Developer agrees to provide income verification in selling the HOP Home for certification by the City or its agent as complying with the HOP Ordinance.

D. HOP Developer agrees to grant access to the City, or its agent, to inspect the records of HOP Developer for the HOP Home in order to determine compliance with the HOP Ordinance and this Agreement.

**7.4 Further Assurances.** The parties agree to execute such documents as may be required to show the satisfactory compliance with HOP and this Agreement. The City may certify current compliance with the HOP on a unit by unit basis as may be reasonably requested by HOP Developer, escrow agents, realtors, lenders or any other interested party.

**7.5 City's Right to Enter.** Each HOP Developer hereby grants to the City the right to enter upon the HOP Home upon reasonable notice for the purpose of inspection and enforcement of the HOP, the Santa Fe City Code and this Agreement.

**7.6 Survival of Enforcement Rights.** Notwithstanding the definition of HOP Developer contained in this Agreement, the rights of enforcement for violations of this Agreement shall survive any subsequent sale or transfer of the HOP Home.

**7.7 City's Zoning Authority Unimpaired.** The City's rights to enforce any and all provisions of the Santa Fe City Code shall be the same as its rights generally to enforce any other ordinance, which shall in no way be diminished by this Agreement. The HOP Developer acknowledges that this Agreement is included within the zoning authority and charter authority of the City, which is, and is hereby, accepted by the HOP Developer as a sufficient but additional basis for this Agreement.

**7.8 Notices.** Any demand, notice or request by either party to the other shall be sufficiently given if in writing delivered to the party intended to receive the same, or if mailed by certified mail, return receipt requested, or delivered to a recognized national

courier, or if given in a manner sufficient for legal process. Each notice to the HOP Developer named above shall be addressed to such party, or to such other address as may be stated in a notice given as herein provided. Each notice to subsequent HOP Developers shall be sufficiently given if addressed to or given at the HOP Home.

**7.9 Public Purpose.** The City declares, and the HOP Developer and each other person, including mortgagees, hereafter holding any interest in the Property or a HOP Home acknowledges, that the Lien and this Agreement as well as all restrictions contained in this Agreement are for public purposes.

**7.10 Sanctions.** The City has the right to impose sanctions or take other actions as set forth in the HOP Ordinance after notice of violation has been given and not complied with.

**7.11 Headings Not Part of Agreement.** Section headings have been inserted for convenient reference only and are not to be construed as part of this Agreement.

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

**7.13 Interpretation.** This Agreement shall be enforceable according to its terms and New Mexico law. This Agreement is subject to the general principles of equity, fairness and reasonableness irrespective of whether such enforcement or interpretation is considered in a proceeding at equity or in law and shall be construed according to its purpose of fostering and preserving affordable housing. Any benefit to private parties arising under this Agreement is purely incidental to the purpose of creating affordable housing.

**7.14 No Additional Payments.** Nothing herein shall be deemed a requirement to pay to the City or its agent additional payments for amounts already paid to the Senior Lien holder. The borrower shall not be obligated to make such payments of funds to the City or its agent to the extent that the borrower under the Senior Lien makes such payments to the Senior Lien holder in accordance with the Senior Lien.

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

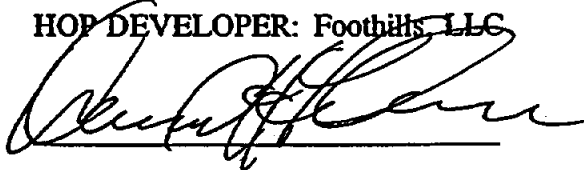
**7.16 Numbers and Genders.** Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

7.17 Agreement. This Agreement states the entire agreement of the parties. This Agreement shall not relieve HOP Developer from complying with present or future City ordinances, duly adopted resolutions or regulations applicable to the development.

7.18 Amendments. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto. Any amendments to this Agreement shall be reviewed by the Community Services Department and sent, if applicable, to the appropriate review body as set forth in the HOP Ordinance and then to the City Manager for approval.

WHEREFORE, the parties set their hands and seals this 15<sup>th</sup> day of November, 2001.

HOP DEVELOPER: Foothills LLC



By: DONALD H. TISHMAN

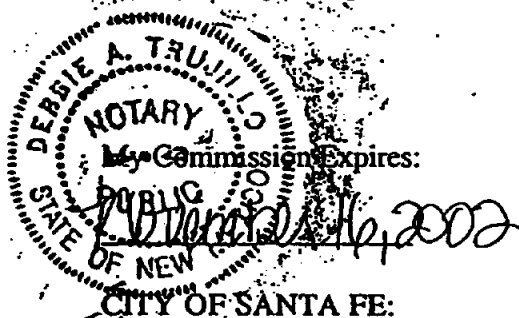
Its: Managing Member

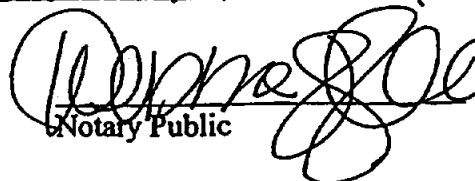
# ACKNOWLEDGEMENTS

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

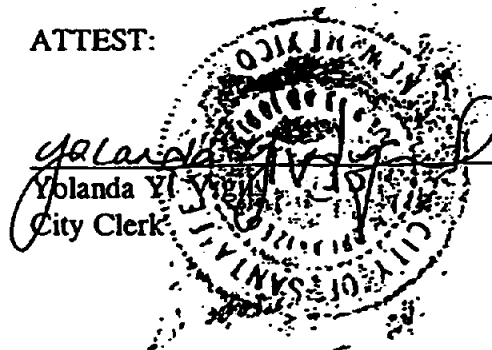
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of

October, 2001, by Donald Tishman.



  
Notary Public

ATTEST:

  
Yolanda Y. Yiguel  
City Clerk

  
Jim Romero  
City Manager





APPROVED AS TO FORM:

2075434

  
\_\_\_\_\_

Peter A. Dwyer, City Attorney

Attachments: Exhibit A (the Property)  
Exhibit B (the HOP Plan)  
Exhibit C (HOP Plan Phase 1)

**ZOCALO  
HOP PLAN  
Phase 1  
4 HOP Units**

(Units 301, 302, 305, 309, of the Zocalo Condominiums)

FOR-SALE UNIT TYPES	MAXIMUM HOP HOME PRICE (50% of median income)	MAXIMUM HOP HOME PRICE (55% of median income)	MAXIMUM HOP HOME PRICE (60% of median income)	MAXIMUM HOP HOME PRICE (65% of median income)	MAXIMUM HOP HOME PRICE (70% of median income)	MAXIMUM HOP HOME PRICE (75% of median income)
2 Bedrooms, 1 bath 900 sq ft min. (3 person household)	\$66,237 2 units	\$74,485 1 unit	NA	NA	NA	NA
3 Bedrooms, 1.5 baths 1100 sq ft min. (4 person household)	NA	NA	NA	NA	\$106,764 1 unit	NA

Prices for 2 bedroom units reflect \$112 monthly homeowners' dues (assuming 1022 sq ft unit at \$1.32 per sq ft per year).  
Prices for 3 bedroom units reflect \$149 monthly homeowners' dues (assuming 1350 sq ft unit at \$1.32 per sq ft per year).  
Prices reflect 4/10/01 median incomes and 7.67% interest.

The incomes served and subsequent home prices may be modified by the City according to Section 8.4.5 of the HOP Administrative Procedures to reflect actual incomes to be served. Total prices shall be based upon an assumed 65% of median income. The HOP home prices shown in this HOP Plan are the prices in effect at the time this Plan is made. The current HOP prices, which are in effect at the time the HOP Home is made available for sale, determines the actual HOP Home price. The prices are updated annually by the City's Community Services Department.

2075437

RECEIVED NOV 13 2001

**ZOCALO  
HOP PLAN  
32 HOP Units**

FOR-SALE UNIT TYPES	MAXIMUM HOP HOME PRICE (50% of median income)	MAXIMUM HOP HOME PRICE (55% of median income)	MAXIMUM HOP HOME PRICE (60% of median income)	MAXIMUM HOP HOME PRICE (65% of median income)	MAXIMUM HOP HOME PRICE (70% of median income)	MAXIMUM HOP HOME PRICE (75% of median income)
2 Bedrooms, 1 bath 900 sq ft min. (3 person household)	\$66,237 4 units	\$74,485 4 units	\$82,733 3 units	\$90,981 3 units	\$99,229 3 units	\$107,477 4 units
3 Bedrooms, 1.5 baths 1100 sq ft min. (4 person household)	\$70,086 2 units	\$79,255 2 units	\$88,425 2 units	\$97,595 1 unit	\$106,764 2 units	\$115,934 2 units

Specific units will be determined at each phase of development.

Prices for 2 bedroom units reflect \$112 monthly homeowners' dues (assuming 1022 sq ft unit at \$1.32 per sq ft per year).

Prices for 3 bedroom units reflect \$149 monthly homeowners' dues (assuming 1350 sq ft unit at \$1.32 per sq ft per year).

Prices reflect 4/10/01 median incomes and 7.67% interest.

The incomes served and subsequent home prices may be modified by the City according to Section 8.4.5 of the HOP Administrative Procedures to reflect actual incomes to be served. Total prices shall be based upon an assumed 65% of median income. The HOP home prices shown in this HOP Plan are the prices in effect at the time this Plan is made. The current HOP prices, which are in effect at the time the HOP Home is made available for sale, determines the actual HOP Home price. The prices are updated annually by the City's Community Services Department.

2075436

11-15-01  
M. Thorpe

# Exhibit 1

## Thirty-seventh Amendment to the Condominium Declaration

for

### Zocalo, a Condominium

A. **Foothills Estates, LLC**, a New Mexico limited liability company, is the "Declarant" under that certain Condominium Declaration for Zocalo, a Condominium (Condominium) filed for record on May 14, 2002, as Document No. 1206,247 in Book 2128 at page 107, records of Santa Fe County, New Mexico (Declaration). Capitalized terms used herein shall have the meanings set forth in the Declaration.

B. The Declarant reserved various rights in the Declaration and pursuant to these reserved Development Rights and Special Declarant Rights, hereby amends the Declaration for the purpose of adding one (1) Unit to the Condominium.

The Declaration is hereby amended by this Thirty-seventh Amendment to the Condominium Declaration for Zocalo, a Condominium, as follows:

1. **Amendment to Article 2.** Article 2, §§2.1 and 2.2 are amended as follows to reflect the addition to the Condominium of one (1) Unit within Village Six identified as 109-608 Avenida Villahermosa:

#### Article 2

#### Buildings on the Property; Unit Boundaries; Common Elements

2.1. **The Buildings.** The location, dimensions and area of each building on the Property are depicted on Exhibit B attached to the Condominium Declaration for Zocalo, a Condominium, filed for record on May 14, 2002, as Document No. 1206,247 in Book 2128 at page 107 in the records of Santa Fe County, New Mexico (Declaration), and the Exhibits A to the First Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on June 26, 2002 as Document No. 1212,338 in Book 2155 at page 098, the Second Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on July 19, 2002 as Document No. 1215,551 in Book 2170 at page 038, the Third Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on July 31, 2002 as Document No. 1217,025 in Book 2177 at page 240, the Fourth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on August 30, 2002 as Document No. 1221,612 in Book 2199 at page 326, the Fifth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on October 31, 2002 as Document No. 1231,587 in Book 2251 at page 627, the Sixth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on December 4, 2002 as Document No. 1237,010 in Book 2280 at page 151, the Seventh Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on April 24, 2003 as Document No. 1261,804 in Book 2504 at page 293, the Eighth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on June 13, 2003 as Document No. 1271,276 in Book 2553 at page 144, the Ninth Amendment to the Condominium Declaration for Zocalo, a Condominium, filed for record on June 25, 2003 as

Owners Association to finish phase 4 of the project as soon as possible. We think a fee-in-lieu would provide certainty of moving the project forward and allow these funds to be deployed across Santa Fe in the greatest area of need with an appropriate product.

Please call me to clarify any of the conditions outlined in this letter. Thank you for all your help and I look forward to working with you on the next phase of Zocalo.

Sincerely,

A handwritten signature in black ink, appearing to read 'JR Rogers', with a long horizontal flourish extending to the right.

Josh Rogers  
Development Project Manager  
Rincon Investments, LLC

***Excerpted Sections:***  
**ADMINISTRATIVE PROCEDURES  
FOR THE CITY OF SANTA FE  
HOUSING OPPORTUNITY PROGRAM (HOP)**

---

*As described in Section 4 "Responsibility for Administration" of the HOP Administrative Procedures:*

- 4.8 Community Development Commission** - This city board shall be responsible for considering and acting upon requests for alternate means of compliance and upon appeals of decisions of the Office of Affordable Housing as described herein.

*As defined in Section 6 "Definitions" of the HOP Administrative Procedures:*

**Development Types:**

- A. Development Type "A" means a residential development in which the average price of 70% of the dwelling units for sale or for rent are affordable to households with incomes at or below 80 percent of the area median income, using a four person household for home buyers and a three person household for renters.
- B. Development Type "B" means a residential development in which all units for sale or for rent are affordable to a three person household with an income under 120 percent of the area median income unless the development is defined as a development type "A."
- C. Development Type "C" means a residential development in which (a) one or more units for sale or for rent are provided to be affordable to a three person household with an income above 120 percent of the area median income; and (b) the average price does not exceed a price affordable to a three person household with an income at 200 percent of the area median income.
- D. Development Type "D" means a residential development in which units for sale or rent are, on average, affordable to a three person household with an income over 200 percent of the area median income.

**Extreme Hardship** - A condition occurring as a direct consequence of the HOP ordinance which a) deprives a property owner of all economically viable use of the subject property taken as a whole or b) would require the property owner to lose money on the development taken as a whole and the property owner can demonstrate to the Community Development Commission's satisfaction that said loss will be an unavoidable consequence of the HOP requirement for construction of affordable housing.

**11. ALTERNATE MEANS OF COMPLIANCE**

**11.1 Criteria for Allowing Alternate Approaches**

HOP requires that applicants provide HOP units on the property proposed for development. However, it is recognized that at times this approach may be infeasible due to extreme hardship as defined. **In this event, the applicant may seek permission from the Community Development Commission to use an alternate means of compliance {Emphasis added}.**

**11.2 Allowable Alternate Means of Compliance**

Contributions of cash or in-kind resources for affordable housing may be considered acceptable by the City as an alternate means of compliance. The Developer may provide cash, land, labor, materials or another in-kind contribution(s) acceptable to the City. The fair market value of the contribution(s) shall be equal to the In-Lieu Contribution Value for each affordable unit, which is not provided directly, as described in Section 12.

**12. DETERMINATION OF IN-LIEU CONTRIBUTION VALUES – Use the In-lieu fee calculations/requirements from SF Homes?**

The In-Lieu Contribution Value for each HOP unit which is not provided directly shall be determined as follows:

**12.1** Contribution values for a particular development shall be the values in Appendix D, "HOP In-Lieu Contribution Values," which correspond to the type of development proposed.

**12.2** The methodology for initially determining contribution values is contained in a 1995 report by The Enterprise Foundation, *Findings and Recommendations Regarding Housing Affordability Issues in the Proposed Housing Opportunities Program*. The recommended contribution values in that report were adopted as the initial values for calendar year 1995.

**12.3** The initial 1995 values shall be adjusted annually at the beginning of each calendar year by a factor equal to the Consumer Price Index for New Mexico Urban Areas, or at the discretion of the Office of Affordable Housing Director, the values may be recalculated using another method, so long as the methodology is sound and described in detail in a written report available to the public.

**12.4** The required In-Lieu Contribution Value for any contribution (including a staged contribution) shall be the amount in effect at the time that each contribution is due.

**12.5** A 2% processing fee to the city shall be added to all fees in lieu of contributions for administrative costs.

**APPENDIX D: HOP IN-LIEU CONTRIBUTION VALUES**

Effective February 24, 2005

The following In-Lieu Contribution Values are the required value of cash or in-kind contributions for HOP developments that are not providing required affordable housing.

“Price class,” “corresponding price range,” and “corresponding range of monthly rents” refer to the proposed pricing of residential dwelling units to be built in the development. Please note that qualified HOP developments in Development Types “A” and “B” (defined in Section 6 herein) are not required to make in-lieu contributions.

“Corresponding income range” is provided only for illustrative purposes, and formed the basis for some of the calculations used to derive the contribution values.

**REQUIRED CONTRIBUTION VALUES FOR FOR-SALE HOUSING**

Development Type	Corresponding Income Range*	Corresponding Price Range	Contribution Value/Unit**
“C”	120%-200% of AMI	\$310,606-\$517,675	\$18,192
“D”	Over 200% of AMI	Over \$517,676	\$45,044

**REQUIRED CONTRIBUTION VALUES FOR RENTAL HOUSING**

Development Type	Corresponding Income Range*	Corresponding Range of Monthly Rents	Contribution Value/Unit
“C”	120%-200% of AMI	\$1,782-\$2,970	For specific fee contact Office of Affordable Housing. (505-955-6913)
“D”	Over 200% of AMI	Over \$2,970	For specific fee contact Community Services Dept. (505-955-6913)

\* “AMI” means area median income. Based on market data, typical household size is assumed to be three persons above 80 percent of median income.

\*\* The value per unit is multiplied by the partial unit requirement to determine the specific contribution, e.g. 0.86 (partial requirement) x value/unit = contribution, plus a 2% administrative fee.



**Updated HOP fee-in-lieu, based on 1995 figures, annual increase in Consumer Price Index (CPI)**

Year	CPI increase By %	Per Unit		With 2% admin fee	
		Type C	Type D	Type C	Type D
1995	(BASE)	\$ 18,192	\$ 45,044	\$ 18,556	\$ 45,945
1996	3.3	\$ 18,792	\$ 46,530	\$ 19,168	\$ 47,461
1997	1.7	\$ 19,112	\$ 47,321	\$ 19,494	\$ 48,268
1998	1.6	\$ 19,418	\$ 48,079	\$ 19,806	\$ 49,040
1999	2.7	\$ 19,942	\$ 49,377	\$ 20,341	\$ 50,364
2000	3.4	\$ 20,620	\$ 51,056	\$ 21,032	\$ 52,077
2001	1.6	\$ 20,950	\$ 51,872	\$ 21,369	\$ 52,910
2002	2.4	\$ 21,453	\$ 53,117	\$ 21,882	\$ 54,180
2003	1.9	\$ 21,860	\$ 54,127	\$ 22,297	\$ 55,209
2004	3.3	\$ 22,582	\$ 55,913	\$ 23,033	\$ 57,031
2005	3.4	\$ 23,349	\$ 57,814	\$ 23,816	\$ 58,970
2006	2.5	\$ 23,933	\$ 59,259	\$ 24,412	\$ 60,444
2007	4.1	\$ 24,531	\$ 60,741	\$ 25,022	\$ 61,955
2008	0.1	\$ 25,537	\$ 63,231	\$ 26,048	\$ 64,496
2009	2.7	\$ 25,540	\$ 63,237	\$ 26,051	\$ 64,502
2010	1.5	\$ 25,923	\$ 64,186	\$ 26,441	\$ 65,470
2011	3	\$ 26,701	\$ 66,111	\$ 27,235	\$ 67,434
2012	1.7	\$ 27,154	\$ 67,235	\$ 27,698	\$ 68,580
2013	1.8	\$27,643	\$68,446	\$28,196	\$69,815