

### Water Offset Requirement Fee Chart

Type of Use	Amount of Acre Feet	Fee	Unit of Measurement
<b>WATER RIGHT</b>			
<i>Average per acre foot cost (to be up-dated annually)</i>	<i>1</i>	<i>\$16,600*</i>	<i>1 Acre Feet Per Year (AFY)</i>
<i>Due diligence (minimum per application)</i>	<i>NA</i>	<i>\$1,000</i>	<i>NA</i>
<b>RESIDENTIAL</b>			
**Single Family Dwelling Unit	0.18		Per Dwelling unit
Single Family Dwelling Unit Lot (<6000sq ft)	0.15	\$2490	Per Dwelling unit
Single Family Dwelling Unit Lot (6,000-10,890)	0.17	\$2905	Per Dwelling Unit
Single Family Dwelling Unit Lot (>10,890 sq ft)	0.25	\$4150	Per Dwelling Unit
Apartment/Condominium	0.16	\$2656	Per Dwelling Unit
Mobile Home	0.17	\$2905	Per Dwelling Unit
Accessory Dwelling Unit	0.09	\$1494	Per Dwelling Unit
Senior Complex	0.12	\$1992	Per Dwelling Unit
<b>COMMERCIAL</b>			
Restaurant, Full Service	0.02	\$332	Per Seat
Restaurant, Limited Service	1.63	\$27,058	Per Site
Hotel	0.13	\$2158	Per Room
Motel	0.09	\$1494	Per Room
Grocery Store	1.27	\$21,082	Per 10,000 sq. ft
Retail, Large (>75,000 sq ft)	0.45	\$7470	Per 10,000 sq. ft
Retail, Medium (75,000-25,000 sq ft)	0.43	\$7138	Per 10,000 sq. ft
Retail, Small (<25,000 sq ft)	0.06	\$996	Per Site
Gallery	0.60	\$9960	Per Site
Medical Office	0.72	\$11,952	Per 10,000 sq ft
Office – City/State	0.58	\$9628	Per 10,000 sq ft
Office – Non Medical	0.70	\$11,620	Per 10,000 sq ft
Research & Development Lab	1.18	\$19,588	Per 10,000 sq ft
Manufacturing – Goods	0.21	\$486	Per Site
Manufacturing – Consumables	2.33	\$38,678	Per Site
Gas Station	0.88	\$14,608	Per Site
Gas Station w/ Carwash	6.56	<i>Water rights required</i>	Per Site
Carwash, Full Service	5.66	<i>Water rights required</i>	Per Site
Carwash, Limited Service	0.94	\$15,604	Per Bay
Laundromat, Commercial	0.78	\$12,948	Per Machine
Laundromat, Other	0.22	\$3652	Per Machine
Drycleaner	0.41	\$6806	Per Site
Plant Nursery	0.56	\$9296	Per 10,000 sq ft
Gyms w/ Showers	8.94	<i>Water rights required</i>	Per Site
Gyms w/o Showers	0.77	\$12,782	Per Site
Salons	0.21	\$3486	Per Site
Pet Grooming	0.52	\$8632	Per Site
Pet Daycare	0.11	\$1826	Per Site
Auto Repair	0.12	\$1992	

<b>Type of Use</b>	<b>Amount of Acre Feet</b>	<b>Fee</b>	<b>Unit of Measurement</b>
Car Rental	0.12	\$1992	Per Site
Car Sales	0.07	\$1162	Per 10,000 sq ft
Self Storage	0.13	\$2158	Per Site
<b>PUBLIC SERVICES</b>			
Parks	1.48	\$24,568	Per Acre
Schools, Daycare	0.85	\$14,110	Per 100 children
Schools, Elementary	0.53	\$8798	Per 100 students
Schools, Middle	1.68	\$27,888	Per 100 students
Schools, High	2.64	\$43,824	Per 100 students
Places of Worship	0.15	\$2490	Per Site
Places of Worship w/ Daycare & School	0.95	\$15,770	Per Site

*\* Fee comprised of current (2010) consumptive use water rights purchase price (\$15,000/AFY) plus a \$1,600/AFY City administrative fee.*

*\*\*Average of residential lot sizes, used for estimating purposes only*

# City of Santa Fe, New Mexico

## memo

**DATE:** July 20, 2009

**TO:** Amanda Martinez, Administrative Assistant, WBAO

**FROM:** Antonio Trujillo, Engineer, Sangre de Cristo Water Division

**SUBJECT:** Water offsets/ water rights budget for SF Youth Shelters Transitional Living Center

The Agent for the SF Youth Shelters Transitional Living Center submitted the attached water budget for the subject project. The proposed water use is 1.10 acre feet per year (AFY). The development consists of five (5) apartments that consume 0.21 AFY each. The total AFY for this development includes irrigation and landscaping demands.

If water rights are used to offset the water demand, the amount of water rights required is 10% more than the approved water budget.

**Cc:** Marcos Martinez, Assistant City Attorney  
Dale Lyons, Water Resources Projects Coordinator  
Yolanda Cortez, Building Permit Division Director  
Water Offset/ Water Rights File

## **AGREEMENT TO CONSTRUCT AND DEDICATE PUBLIC IMPROVEMENTS**

THIS AGREEMENT is made this «Day» day of «Month», «Year» by and between The City of Santa Fe ("City") acting through its Water Division, whose address is Post Office Box 909, Santa Fe, New Mexico 87504-0909, and «DeveloperName» ("Developer"), a «BusinessEntity», whose address is, «DeveloperAdd», and whose telephone number is «DeveloperTele», The date of this Agreement shall be the date when it has been signed by the City to Construct Water Improvements ("Agreement").

### **1. Recitals**

A. The Developer is developing certain lands within the City or County of Santa Fe, New Mexico, known as (legal description): «LegalDescr» recorded on «RecordDate», in the records of Santa Fe County at Book «RecordBook», page «RecordPage» ("Developer's Property"). The Developer certifies that the Developer's Property is owned by «Owner».

B. Developer desires City to provide water service to Developer's Property and City is willing to furnish water service to customers located within Developer's Property in accordance with City requirements for service and all applicable City ordinances, rules and regulations now or hereafter in effect; and, that new or additional water service shall be limited to available unreserved capacity in production, transmission and distribution facilities; and, subject to the City's available water rights, and, in so doing, City shall assume ownership, operation and control of water infrastructure improvements constructed by Developer, after their final acceptance by City.

C. Developer proposes to install public infrastructure improvements ("Improvements") upon City property and/or legal easements, which abut or are near or on Developer's Property, and dedicate and convey those Improvements along with said easements and rights-of-way to City for operation and maintenance. Prior to acceptance of the Improvements and as a prerequisite to City authorizing the Developer to commence construction of the Improvements which Developer seeks to dedicate and convey to City, City requires and the Developer is willing to provide the assurances set forth herein.

2. Deadline and Improvements. The Developer agrees to install and complete Improvements identified on the Notice to Proceed ("NTP") No. «ITA» for «ProjectName» Project ("Project") to the satisfaction of City on or before the «CompletionDate», "Construction Completion Deadline", at no cost to City using those materials and estimated quantities, shown on attached Exhibit "A."

3. Payment for Construction. The total construction cost for the improvement that are the subject of this Agreement shall be paid directly by Developer, and City shall assume no responsibility or obligation to any contractor or subcontractor for such costs.

4. Work Order Requirements. City agrees to issue a NTP, which shall specify the beginning and end dates of the Project, the total cost of the Project, and shall serve as notice to the Developer to proceed with the Project. The Developer shall satisfy the following conditions before the City issues an NTP:

A. The Developer shall submit all documents and meet all requirements imposed by

the City.

B. Developer shall at its own cost and expense, provide and maintain insurance, in a form and with insurer's acceptable to the City, until all the obligations under this Agreement are satisfied. The minimum coverage shall be as follows:

1. Workers compensation insurance to cover obligations imposed by federal and state statutes, and employer's liability insurance with a minimum limit of five hundred thousand dollars (\$500,000.00)

2. Commercial general liability insurance, or the equivalent, with a minimum combined single limit of one million dollars (\$1,000,000.00) for each occurrence. The policy shall include coverage for bodily injury liability, board form property damage liability, blanket contractual, contractor's protective, and products and completed operations. Where applicable, the policy shall include coverage for the hazards commonly referred to as XCU. The policies requires herein shall be endorsed to include City of Santa Fe, as an additional insured, and shall require thirty (30) days notice prior to cancellation for any reason.

3. Business automobile liability insurance, or the equivalent, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) each occurrence with respect to Developer's vehicles whether owned, hired, or non-owned, assigned to or used in the performance of the Services.

4. Prior to commencing services, Developer shall furnish the City with Certificates of Insurance as evidence that policies providing the required coverage, conditions, and limits are in full force and effect. Such Certificates of Insurance shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration, for any reason be sent directly to the City addressed as follows:

City of Santa Fe Water Division  
Attn: Engineering  
801 West San Mateo  
Santa Fe, New Mexico 87504

No exceptions to this notification requirement shall be allowed including language which disclaims liability on the part of the insurer for failing to provide such required notice. Contractor shall be responsible for removing any such language in the insurance policy or contract excepting to this requirement.

C. Developer shall require that Developer's contractor and each subcontractor to comply with the forgoing insurance requirements as set forth herein, including naming the City of Santa Fe as an additional insured.

D. The Developer shall comply with all applicable laws, ordinances, rules and regulations, now or hereafter in effect, including, but not limited to, the City Excavation Ordinances. Developer shall pay the following required engineering, administrative and general service fees:

<u>Type of fee</u>	<u>Amount</u>
Engineering and Suprv. Fee (7.25%Of Amount Shown on Exhibit "A")	\$«EandScost»
Administrative and General Fee (5.5% of Exhibit "A")	\$«AandGCost»
<b>SUBTOTAL</b>	<b>\$«Subtotal»</b>
<b>NMGRT (E&amp;S, A&amp;G, &amp; Services Only)</b>	<b>\$«NMGRT»</b>
Utility Expansion Charge	\$«UEC»
Existing Pro Rata Fee	\$«ProRata»
Meter Cost Fee	\$«MeterFee»
<b>TOTAL</b>	<b><u>\$«SDCWFees»</u></b>

E. The Developer shall pay the City all fees, which have been incurred during construction before the City will accept the Water Improvements.

5. Surveying, Inspection, and Testing. The improvements shall be inspected, surveyed and tested according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the Improvements shall be performed by the Developer in accordance with the construction drawings.

B. Construction Inspection Methods. Inspection of the construction of the Improvements shall be performed by the City.

C. Field Testing. Field testing of the construction of the Improvements shall be performed by a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current edition of Standard Specifications for Public Works Construction, or if such specifications are no longer published, with the specifications then being used by the City for public works construction.

D. Additional Testing. The City retains the right to have all additional testing performed which the City Engineer deems necessary or advisable, and the Developer shall pay the City a reasonable fee to designated approved testing lab.

6. Acceptances and Termination. The City agrees to issue a Certificate of Completion and Acceptance for the Improvements after:

A. The City receives, reviews, and accepts the Acceptance Notification submitted by the Developer upon completion of the Improvements.

B. The City receives satisfactory evidence that the general contractor and all subcontractors and materials suppliers have been paid in full for all work and materials performed on or furnished to the Improvements.

C. A general contractor's release and waiver of claims is executed by the general contractor and submitted to the City.

D. A written assignment of Developer's right under the performance/warranty bond and any labor and material payment bonds obtained by Developer is provided to the City. The Developer, hereby appoints and designates the Developer's contractor as identified in accompanying NTP as developer's agent for purpose of completing the final walk-through inspection and executing the Certificate of Completion on the Developer's behalf. Title to and custody of the improvements, subject to Developer's warranties and representations as made in this Agreement, shall pass to the City upon issuance of the Certificate of Completion and Acceptance. Thereafter, the Developer's obligations to the City pursuant to this Agreement shall be deemed fully performed, with the exception of the performance/warranty bond, which the Developer must provide to assure the materials and workmanship.

7. Warranty Performance Bond. The Developer warrants that the Improvements shall be and remain free from defects in materials and workmanship for a period of one (1) year after the date of the Certificate of Completion and Acceptance. The Developer shall require the contractor to furnish a performance/warranty bond to the City to guarantee any and all work performed pursuant to this Agreement against defective materials and workmanship. Upon the issuance of a Certificate of Completion and Acceptance for the Improvements by the City to Developer, Developer shall assign his rights under the performance/warranty bond to the City.

8. Dedication and Conveyance of Public Infrastructure Improvements and Necessary Rights-of-Way. Upon issuance by the City of the Certificate of Completion and Acceptance for the Improvements in accordance with paragraph (6) and as consideration for the City's agreement to own, operate and maintain the Improvements, Developer shall dedicate, assign, convey and deliver the Improvements to the City and warrant and represent that the Improvements are transferred and conveyed free and clear of all liens, encumbrances, rights and claims of third parties. Developer shall also convey all necessary easements and rights-of-way as well as the rights of ingress and egress and the right of excavation as required for maintenance, repair or replacement for any of the Improvements installed. All easements shall be of public record and clearly shown on plats prior to final recording in the City's water records. FOR PURPOSES OF EFFECTING ALL SUCH DEDICATIONS, ASSIGNMENTS, CONVEYANCES, AND TRANSFERS, UPON ALL SUCH WARRANTIES AND REPRESENTATIONS, THIS EXECUTED AGREEMENT TOGETHER WITH THE CERTIFICATE OF COMPLETION AND ACCEPTANCE, SHALL CONSTITUTE A FULL, COMPLETE, LEGALLY BINDING AND ENFORCEABLE BILL OF SALE, CONVEYANCE, ASSIGNMENT, AND DEED FROM DEVELOPER TO THE CITY FOR THE IMPROVEMENTS AND RELATED EASEMENTS, RIGHTS OF WAY AND RIGHTS. DEVELOPER SHALL, NEVERTHELESS, EXECUTE SUCH OTHER OR ADDITIONAL INSTRUMENTS THE CITY MAY REASONABLY REQUEST FOR SUCH PURPOSES. The Improvements shall then be and remain the property of the City and the City shall, subject to the terms and conditions of this Agreement, assume full responsibility for future operations and maintenance of the Improvements.

9. City's Right to Cure: If Developer fails to perform any work or any other duties or obligations required of Developer under this Agreement with respect to the Improvements, including any work reviewed under applicable warranties or guarantees, the City may, but shall not be obligated to, give Developer written notice of the City's intention to perform or arrange for the performance of such work, duties or obligations on Developer's behalf and at Developer's expense. If, within a period of ten (10) days after the date of such notice, Developer fails to

initiate performance of such work, duties and obligations, or if Developer thereafter fails to pursue and complete the same with reasonable diligence, the City may proceed in accordance with the notice. Developer shall thereupon be obligated to reimburse the City for all reasonable costs and expenses incurred by the City in connection with the performance of such work, duties and obligations on Developer's behalf, and Developer shall pay such costs and expenses to the City immediately upon demand.

10. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the express written concurrence of any surety that has undertaken to guarantee the completion of the Improvements. Such approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

11. Notice. For purposes of giving formal written notice, including notice of change of address, the Developer's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice shall be considered to have been received within three (3) days after the notice is mailed if there is no actual evidence of receipt.

12. Entire Agreement. This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

13. Changes to Agreement. Changes to this Agreement are not binding unless made by written amendment, signed by both parties.

14. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

15. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

16. Authority To Execute. If the Developer signing below is not the Owner of the Developer's Property and/or of such additional easements as may be the subject of this Agreement, Developer shall provide the City with satisfactory proof of Developer's authority to execute this Agreement.

17. This Agreement shall become effective when signed by all parties hereto.



DEVELOPER:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF SANTA FE

REVIEWED BY:

BY: \_\_\_\_\_

TITLE: ENGINEERING SUPERVISOR

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
BRIAN K. SNYDER

TITLE: WATER DIVISION DIRECTOR

DATE: \_\_\_\_\_

CITY OF SANTA FE

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
GENO ZAMORA

TITLE: CITY ATTORNEY

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
ROBERT P. ROMERO

TITLE: CITY MANAGER

DATE: \_\_\_\_\_

**NOTICE TO PROCEED (NTP) – AGREEMENT TO CONSTRUCT AND DEDICATE PUBLIC IMPROVEMENTS**

NTP NO: «ITA»

PROJECT NAME: «ProjectName»

**DEVELOPER**

NAME: «DeveloperName»  
ADDRESS: «DeveloperAdd»  
PHONE NUMBER: «DeveloperTele»  
CONTACT PERSON: «DevContactName»

**DEVELOPER AGENT/ENGINEER**

NAME: «Engineer»  
ADDRESS: «EngrAddress»  
PHONE NUMBER: «EngrPhone»  
CONTACT PERSON: «EngrContact»

**DEVELOPER'S CONTRACTOR**

NAME: «Contractor»  
ADDRESS: «ContrAddress»  
PHONE NUMBER: «ContrPhone»  
CONTACT PERSON: «ContrContact»

ESTIMATED PROJECT COST: \$«EstimatedCost»  
CITY OF SANTA FE WATER DIVISION CONSTRUCTION DRAWING: «DrawingNo»  
CITY OF SANTA FE WATER DIVISION W.O. NUMBERS: «WONumber»  
CITY OF SANTA FE WATER DIVISION INSPECTOR: «Inspector»  
CITY OF SANTA FE WATER DIVISION PROJECT ENGINEER: «SDCWEngineer»  
FIRE HYDRANTS: «FHQuantity»  
CONSTRUCTION START DATE: «ConstructionStart»  
CONSTRUCTION COMPLETION DATE: «CompletionDate»

ALL WORK UNDER THIS NTP IS TO BE DONE IN ACCORDANCE WITH CITY OF SANTA FE WATER DIVISION CONSTRUCTION SPECIFICATIONS, CITY OF SANTA FE WATER DIVISION PLANS, AND SDCW REQUIREMENTS.

ACCEPTED	ACCEPTED	ACCEPTED	APPROVED AS TO FORM:
<hr/>	<hr/>	<hr/>	<hr/>
DEVELOPER	BRIAN K. SNYDER WATER DIVISON DIRECTOR	ROBERT P. ROMERO CITY MANAGER	GENO ZAMORA CITY ATTORNEY
DATE: _____	DATE: _____	DATE: _____	DATE: _____

ONE-YEAR WARRANTY PERIOD TO BEGIN AT DATE OF ACCEPTANCE

cc: «Inspector»  
Project File

The public infrastructure improvements as identified in the «ProjectName» project agreement between the City and «DeveloperName» dated «Day», «Month», «Year» are complete. By signing this document, the City assumes ownership of the facilities as of this date and subject to the terms of the Agreement to Construct and Dedicate Public Improvements.

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

Signature	Date
-----------	------

Signature	Date
-----------	------

Is there a fire service(s)?      Yes      No Number      Size(s)                     

METER SIZE	ADDRESS	STREET NAME	BUILDING SERVED

**Guidelines to Developer  
PROCEDURES TO FOLLOW: -**

**Agreement to Construct and Dedicate Public Improvements  
ATTACHMENT 1**

Below are some reminders for you and your contractor concerning the installation of public infrastructure improvements that will be owned and maintained by the City of Santa Fe Water Division.

1. Work cannot begin on the project until all City fees are paid, and all requirements of the Agreement to Construct and Dedicate Public Improvements are met.
2. All installation is subject to inspection. If work has taken place without informing the City inspectors in a timely manner, the City may require you or your contractor to excavate to uncover the work for visual inspection or for additional testing of the work.
3. Prior to beginning work on a project, the contractor will contact the City Water Division inspector and agree on a starting date and work schedule. Our inspectors have many projects underway and need to schedule their time appropriately.

## CITY OF SANTA FE WATER DIVISION AGREEMENT FOR METER SERVICES

AGREEMENT date «DATE», by and between the City of Santa Fe (City), acting through its Water Division (Water Division), and «CUSTOMER\_NAME» hereinafter called "Customer".

1. The customer is desirous of obtaining water service to «SERVICE\_ADDRESS», which will require expenditure on the part of the Water Division to install equipment described as follows.

INSTALL: (1) «Service\_Size»

**WORK ORDER NUMBER:** «Work\_Order\_Number»

SERVICE FEE	«service_fee»
UEC	«UEC»
PRORATA	«Prorata»
METER	«Meter»
ASPHALT CUT	«Asphalt_Cut»
CURB & GUTTER	«Curb_Gutter»
CONCRETE CUT	«Concrete_Cut»
RETIRING SERVICE	«Retiring_Service»
NEW ASPHALT	«New Asphalt»
<b>TOTAL</b>	<b>\$«Total»</b>

2. Customer agrees to pay the City the sum of \$«Total» in consideration of the Water Division providing the service described in paragraph 1 above. All charges are non-refundable. All facilities installed by the Water Division pursuant to this agreement shall become or remain the property of the City. It is the responsibility of the Customer to keep the Water Division informed of any address changes.
3. Services furnished hereunder will be in accordance with and subject to all City of Santa Fe ordinances, rules and regulations now or hereafter in effect.

### CUSTOMER

\_\_\_\_\_  
(Customer)

BY: «CUSTOMER\_NAME» \_\_\_\_\_

ADDRESS: «MAILING\_ADDRESS» \_\_\_\_\_

«CITYSTATEZIP» \_\_\_\_\_

PHONE NO: «TELEPHONE\_NUMBER» \_\_\_\_\_

### APPROVED AS TO FORM:

BY: \_\_\_\_\_

GENO ZAMORA  
CITY ATTORNEY

### CITY OF SANTA FE

#### REVIEWED

BY: \_\_\_\_\_

BRIAN K. SNYDER  
ENGINEER SUPERVISOR

BY: \_\_\_\_\_

BRIAN K. SNYDER  
WATER DIVISION DIRECTOR

BY: \_\_\_\_\_

ROBERT P. ROMERO  
CITY MANAGER

**City of Santa Fe, New Mexico**  
**UTILITY SERVICE APPLICATION**

**\*Fill in all highlighted fields on this application. Applicant must sign and date application.**

**Check one only:**      ☐ Water Service Technical Evaluation Request  
                             ☒ **Agreement for Metered Service (AMS)**  
                             ☐ Agreement to Construct and Dedicate Public Improvements (ACD)  
                             ☐ Annexation Application Water Budget  
                             ☐ Water Offset Program/Water Rights Compliance Evaluation Request

**WORK ORDER #** \_\_\_\_\_

Applicant Name: \_\_\_\_\_

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

**\*Required - Attach a Plat of the Property (legal lot of record and proposed development)**

Plat Filing Information: Year \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ Township, Range, Section: \_\_\_\_\_

Location: (check one only) Inside Corporate City Limits \_\_\_\_\_ Outside Corporate City Limits \_\_\_\_\_

Property Uniform Property Code: \_\_\_\_\_ Existing Well: Yes \_\_\_\_\_ No \_\_\_\_\_

Legal Description including lot size: \_\_\_\_\_

Short Description of Project: \_\_\_\_\_

Construction Start Date: \_\_\_\_\_

**\*RESIDENTIAL PROJECT - Complete the following**

1. Type of project: (i.e. Single Family Residence, Subdivision, Lot split, Apartments) \_\_\_\_\_
2. Total number of lots approved on final plat/development plan: \_\_\_\_\_
3. Total number of homes existing or under construction: \_\_\_\_\_
4. Size of service requested: (5/8", 3/4", 1" or 2") \_\_\_\_\_

**\*Please fill in all categories below that apply for which water service is requested:**

**--- COMPLETED BY APPLICANT ---**

**Number of  
Lots or Units**

\_\_\_\_\_ Single Family Dwelling Unit, lot size less than 6,000 sq. ft.  
\_\_\_\_\_ Single Family Dwelling Unit, lot size 6,000-10,890 sq. ft.  
\_\_\_\_\_ Single Family Dwelling Unit, lot size greater than 10,890 sq. ft.  
  
\_\_\_\_\_ Mobile Home (in Mobile home park)  
\_\_\_\_\_ Accessory Dwelling Unit  
  
\_\_\_\_\_ Apartment/Condominium  
\_\_\_\_\_ Senior Complex

\_\_\_\_\_ **Total**

**--- COMPLETED BY STAFF ---**

<u>Water Use Factors</u>	<u>Annual Water Demand</u>
------------------------------	--------------------------------

.15 afy per d.u.	_____
.17 afy per d.u.	_____
.25 afy per d.u.	_____
.17 afy per d.u.	_____
.09 afy per d.u.	_____
.16 afy per d.u.	_____
.12 afy per d.u.	_____

**Total Residential Water Demand** \_\_\_\_\_ **AFY**

**City of Santa Fe, New Mexico**  
**UTILITY SERVICE APPLICATION**

**\*COMMERCIAL PROJECT - Complete the following**

Type of Project: (i.e. Office, Retail, Mixed, etc.) \_\_\_\_\_

Total gross floor area of building: \_\_\_\_\_ square feet

Total area of lot, tract or parcel: \_\_\_\_\_ acres

Automatic Fire Sprinkler System: \_\_\_\_\_ Yes \_\_\_\_\_ No

Building Construction Type: \_\_\_\_\_

Building Square Footage: \_\_\_\_\_

Site Plan Attached: \_\_\_\_\_ Yes \_\_\_\_\_ No

\*Please check all use categories below that are planned for the building and the gross floor areas of each use within the proposed building.

**---- COMPLETED BY APPLICANT ----**  
**Check Type of Use                      Gross Floor Area**  
**Commercial**

_____ Office – Non-medical	_____
_____ Medical Office	_____
_____ Office – City/State	_____
_____ Research and Development Lab	_____
_____ Manufacturing – Goods	_____
_____ Manufacturing – Consumables	_____
_____ Laundromat, Commercial	_____
_____ Laundromat, Other	_____
_____ Drycleaner	_____
_____ Plant Nursery	_____
_____ Gyms with showers	_____
_____ Gyms without showers	_____
_____ Salons	_____
_____ Pet Grooming	_____
_____ Pet Daycare	_____
_____ Retail, Large (Individual stores or shopping areas > 75,000 sq ft)	_____
_____ Neighborhood Center/Medium Retail (Individual stores or shopping areas 75,000-25,000 sq ft)	_____
_____ Retail, Small (Individual stores or shopping areas < 25,000 sq ft)	_____
_____ Gallery	_____
_____ Grocery Store	_____
_____ Restaurant (full service)	_____
_____ Restaurant (limited service)	_____
_____ Gasoline Station w/ Car Wash	_____
_____ Gasoline Station	_____

**---- COMPLETED BY STAFF ----**  
**Water Use Factors                      Annual Water Demand**

(0.70 afy per 10,000 s.f.)	_____
(0.72 afy per 10,000 s.f.)	_____
(0.58 afy per 10,000 s.f.)	_____
(1.18 afy per 10,000 s.f.)	_____
(0.21 afy per site)	_____
(2.33 afy per site)	_____
(0.78 afy per machine)	_____
(0.22 afy per machine)	_____
(0.41 afy per site)	_____
(0.56 afy per 10,000 s.f.)	_____
(8.94 afy per site)	_____
(0.77 afy per site)	_____
(0.21 afy per site)	_____
(0.52 afy per site)	_____
(0.11 afy per site)	_____
(0.45 afy per 10,000 s.f.)	_____
(0.43 afy per 10,000 s.f.)	_____
(0.06 afy per site)	_____
(0.60 afy per site)	_____
(1.27 afy per 10,000 s.f.)	_____
(0.02 afy per seat)	_____
(1.63 afy per Site)	_____
(6.56 afy per Site)	_____
(0.88 afy per Site)	_____

**City of Santa Fe, New Mexico**  
**UTILITY SERVICE APPLICATION**

<input type="checkbox"/> Car Wash (full service)	<input type="text"/>	(5.66 afy per Site)	<input type="text"/>
<input type="checkbox"/> Car Wash (limited service)	<input type="text"/>	(0.94 afy per Wash Bay)	<input type="text"/>
<input type="checkbox"/> Auto Repair	<input type="text"/>	(0.12 afy per site)	<input type="text"/>
<input type="checkbox"/> Car Rental	<input type="text"/>	(0.12 afy per site)	<input type="text"/>
<input type="checkbox"/> Car Sales	<input type="text"/>	(0.07 afy per 10,000 s.f.)	<input type="text"/>
<input type="checkbox"/> Self Storage	<input type="text"/>	(0.13 afy per site)	<input type="text"/>
<input type="checkbox"/> Wholesale, Warehousing	<input type="text"/>	(0.4 afy per 10,000 s.f.)	<input type="text"/>
<input type="checkbox"/> Industrial, Manufacturing	<input type="text"/>	(applicant estimate of water use)	<input type="text"/>
<input type="checkbox"/> Church w/ day care or school)	<input type="text"/>	(1.3 afy per Site)	<input type="text"/>
<input type="checkbox"/> Church w/o day care or school)	<input type="text"/>	(0.6 afy per Site)	<input type="text"/>
<input type="checkbox"/> Hotel	No. of rooms <input type="text"/>	(.13 afy per room)	<input type="text"/>
<input type="checkbox"/> Motel	No. of rooms <input type="text"/>	(.09 afy per room)	<input type="text"/>

**Public Services**

<input type="checkbox"/> School, Elementary		(0.53 afy per 100 students)	<input type="text"/>
<input type="checkbox"/> School, Middle or Junior High		(1.68 afy per 100 students)	<input type="text"/>
<input type="checkbox"/> School, Senior High		(2.64 afy per 100 students)	<input type="text"/>
<input type="checkbox"/> Schools, Daycare		(0.85 afy per 100 kids)	<input type="text"/>
<input type="checkbox"/> Places of Worship		(0.15 afy per site)	<input type="text"/>
With Daycare and school		(0.95 afy per site)	<input type="text"/>
<input type="checkbox"/> Parks		(1.48 afy per acre)	<input type="text"/>
<input type="checkbox"/> <b>Other</b> (not listed above) Please attach		(with attachment)	<input type="text"/>
water demand calculations and assumptions used			

Total Floor Area

**Total Commercial Water Demand**  **AFY**

**Total Residential Water Demand**  **AFY**

**TOTAL PROJECT WATER DEMAND**  **AFY**



**City of Santa Fe, New Mexico**  
**UTILITY SERVICE APPLICATION**

<p>OWNER: _____</p> <p>Mailing Address: _____</p> <p>_____</p> <p>_____</p> <p>Phone Number: _____</p> <p>Mobile Number: _____</p>	<p><b><u>*Only If Applicable</u></b></p> <p>AGENT: _____</p> <p>Title: _____</p> <p>Mailing Address: _____</p> <p>_____</p> <p>Phone Number: _____</p> <p>Mobile Number: _____</p>
<p>Information Provided By:      Check one:   Owner _____   Agent _____</p> <p>Signature: _____      Date: _____</p>	
<p>Technical Evaluation to be Sent to:   Check one:   Owner _____   Agent _____</p>	

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPLICANTS, PLEASE NOTE:**

- Ordinance 2008-53, prohibits new connections outside the presumptive city limits including the Agua Fria traditional historic community (AFTHC) unless specific conditions are met. Applications for service outside the presumptive city limits and AFTHC must include documentation showing these conditions are met or the application will be rejected. The documents required are shown below.
- A map of the proposed project in relation to the existing city limits and ther presumptive city limits
- A detailed description of the proposed develop0ment including the type and size of proposed land uses
- Te health, safety and welfare or other letgal reason for the connection
- A site water budget
- Documentation from the County of Santa Fe that county water service is not available
- Documentation from the wastewater division regarding sewer availability
- A certified Santa Fe Homes Proposal as set forth in Section 14-8.11 SFCC 1987 if applicable



City of Santa Fe

**WATER BUDGET ADMINISTRATIVE OFFICE  
WATER ASSESSMENT/DEDICATION APPROVAL FORM**

**ASSESSMENT**

For City Use Only

Date \_\_\_\_\_ Name of Applicant \_\_\_\_\_ Contact Phone # \_\_\_\_\_ Mailing Address \_\_\_\_\_

Project Address \_\_\_\_\_ Project Description \_\_\_\_\_

Project Phase No. (if any) \_\_\_\_\_

WBAO Tracking # \_\_\_\_\_ Building Permit No. \_\_\_\_\_ Water Offset Requirement (AFY) \_\_\_\_\_

Water Rights Required for Water Offset (Yes or No) \_\_\_\_\_ Alternative Development Water Budget (Y or N) \_\_\_\_\_

Required Fee (If purchasing from City Water Bank) \_\_\_\_\_ Assessed By \_\_\_\_\_

**DEDICATION OF WATER TO MEET WATER OFFSET REQUIREMENT**

**1. Pre-Certified Retrofit Credits**

Pre-V Verification Certificate #	Available Retrofit Credits	Retrofit Credits Dedicated to this Permit	Retrofit Credit Balance

**2. Water Conservation Credit from City Water Bank**

City of Santa Fe Owned Water Bank Account No.	Water Bank Administration Authorization No.	Water Credit Allocated to this Permit (AFY)

**3. Water Rights Credit from City Water Bank**

Water Bank Account No.	Water Bank Account Owner Name	Water Bank Administration Authorization No.	Water Credit Allocated to this Permit (AFY)

*By my signature, I affirm that the information contained on this form is true and correct and may subject to verification by the City of Santa Fe*

**Applicant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**For City Use Only**

Verification of Available Credits \_\_\_\_\_ Date \_\_\_\_\_

Amount Paid \_\_\_\_\_ Receipt # \_\_\_\_\_

**CITY OF SANTA FE CONSERVATION CONTRACT APPLICATION FORM**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Water Division Customer Name** (note: customer has to also be the property owner)

\_\_\_\_\_  
**Customer Address**

\_\_\_\_\_  
**Customer ID** (if known)

I, \_\_\_\_\_, request that the City compile a 5-year water use record for my property, calculate the average annual water use, and transmit the history to me for review.

\_\_\_\_\_  
**Signature**

*Check all that apply:*

☐ Send the water use record to my email account: \_\_\_\_\_

☐ Send the water use record to my address (above)

If, after reviewing the water use record, the customer wishes to enter into a conservation contract, the customer shall contact the City Attorney's office to receive and review the Conservation Contract Agreement.

The following page gives the applicable Administrative guidelines on conservation contracts.

**2.2 Water Conservation Contract Program, SFCC 25-11.3(C)(1)**

- 2.2.1** Water customers with a minimum current uninterrupted five year history of water usage and water customers subject to an alternative development water budget may agree to a Water Conservation Contract with the City Water Division. The customer agrees to reduce their annual water usage at their property from the past five year average or from the amount approved under the alternative development water budget. The amount is defined by a fixed quantity in AFY, with a minimum reduction of two one-hundredths (.02) of an AFY (equal to 6,517 gallons per year).
- 2.2.2** The applicant will fill-out the Water Conservation Contract Application Form (see Appendix 2). The Form will be available on the Water Division website.
- 2.2.3** The Water Division staff, in coordination with the Utility Billing staff, will retrieve the applicant's past five years water use records and calculate the average annual water use. The Water Division staff will draft, review and approve all Conservation Contracts.
- 2.2.4** Water Division staff shall verify that conservation measures meet specific criteria for commercial or residential use. Changes from residential uses to commercial uses shall not be eligible for a water Conservation Contract.
- a) Conservation measures for commercial customers shall consist of the following;
    - i) a change in the nature of the business;
    - ii) a change in commercial process;
    - iii) retrofit of older commercial appliances or fixtures with newer, more water-efficient units; or
    - iv) installation of new water conservation technology.
  - b) Conservation measures for residential customers shall consist of the following;
    - i) retrofit of older appliances or fixtures with newer more water-efficient units
    - ii) installation of new water conservation technology.
- 2.2.5** Upon execution of the contract, the contract will be recorded with the County Clerk's Office and a copy will be filed with the City Clerk's Office.
- 2.2.6** After the Conservation Contract is recorded, the Water Division shall:
- a) track the customer's usage annually to ensure that the promised water conservation savings are achieved and maintained; and
  - b) issue to the customer, water conservation credit reflecting the volume of City-transferable water that the customer has committed to conserve. This credit shall be deposited in the Water Bank in the customer's name.
  - c) monitor compliance with terms of Conservation Contract (Section 1.7 of this document)
- 2.2.7** Water conservation credit realized through a Water Conservation Contract may be:
- a) held in a separate water bank account in the customer's name for use by the customer to offset the impact on the City's water system of new development projects (according to Section 1.5.2);
  - b) donated to the City for a specified public purpose;
  - c) transferred (sold) to the City; or
  - d) transferred to another individual's water bank account if the City chooses not to purchase the conservation credit.



## HET & Water Free Urinal Rebate Application



The rebates apply to new high-efficiency toilets (HETs) with an effective flush volume of 1.28 gallons or less and water free urinals purchased and installed on or after January 1, 2010. Please ensure you have read the terms and conditions before you complete the application below.

### Applicant details: (please print clearly)

Water Utility account number: \_\_\_\_\_

First name: \_\_\_\_\_

Last name: \_\_\_\_\_

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

### Installation address:

Street number: \_\_\_\_\_

Street name: \_\_\_\_\_

Zip code: \_\_\_\_\_

### Mailing address: (if different from the property address)

Street number: \_\_\_\_\_

Street name: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip code: \_\_\_\_\_

**Submit to:** Sangre de Cristo Water Division  
HET Rebate  
PO Box 909  
Santa Fe, New Mexico 87504-0909

### HET details:

Brand: \_\_\_\_\_

Model: \_\_\_\_\_

Tank #: \_\_\_\_\_

Bowl #: \_\_\_\_\_

Purchase price: \$ \_\_\_\_\_

Purchase date: \_\_\_\_\_

Install date: \_\_\_\_\_

Store: \_\_\_\_\_

### Urinal details:

Brand: \_\_\_\_\_

Model: \_\_\_\_\_

Purchase price: \$ \_\_\_\_\_

Purchase date: \_\_\_\_\_

Install date: \_\_\_\_\_

Store: \_\_\_\_\_

### Number of fixtures replaced:

### Amount:

Residential toilets: \_\_\_\_\_ @ \$175 ea. \$ \_\_\_\_\_

Commercial toilets: \_\_\_\_\_ @ \$504 ea. \$ \_\_\_\_\_

Commercial urinals: \_\_\_\_\_ @ \$630 ea. \$ \_\_\_\_\_

Total rebate \$ \_\_\_\_\_

### Installed by: (please check one)

☐ Plumber ☐ Homeowner

### Declaration:

*I have read and accept the terms and conditions of this agreement and the information contained in this application is truthful and correct to the best of my knowledge. I hereby certify that I am the customer authorized to replace the fixtures at the address listed above.*

Applicant's signature: X \_\_\_\_\_ Date: \_\_\_\_\_

### Office use only:

☐ Commercial

☐ Residential

☐ Multi-family

Service address: \_\_\_\_\_ Cycle: \_\_\_\_\_ Meter Position: \_\_\_\_\_ Date entered: \_\_\_\_\_

## Terms and Conditions

### To qualify for a rebate:

1. Purchase and install a new, qualifying high-efficiency toilet (HET) and/or water free urinal on or after January 1, 2010.
2. Applicant must be a water customer of Sangre de Cristo with an account in their name at the service address where the fixtures are installed.
3. The toilet must have an effective flush volume of 1.28 gallons or less as determined by EPA's WaterSense Program, visit [http://www.epa.gov/WaterSense/pp/find\\_het.htm](http://www.epa.gov/WaterSense/pp/find_het.htm) for the WaterSense labeled HET qualifying product list.
4. The urinal must be water free.
5. Conversions to "Low Flow Toilets" (1.6 gallons per flush) do not qualify for a rebate.
6. To receive the rebate, Sangre de Cristo requires an original invoice or receipt.
7. The completed application must be postmarked or received no later than 90 days after purchase date.

### Please note:

1. The program offers rebates for the retrofit of efficient technologies, and does not apply to purchases for new construction and development.
2. Sangre de Cristo reserves the right to conduct inspections to verify installations of fixtures.
3. Multi-family, mixed-use communities, home offices, and businesses operated out of the home are considered residential customers for applicable rebates.
4. Sangre de Cristo does not warrant, endorse, or assume liability for the quality or performance of the installed equipment related to purchase under this program.
5. Applications will be processed until funds are depleted.
6. Sangre de Cristo reserves the right, at its sole and absolute discretion and at any time, to change any or all of the Terms and Conditions for the rebate program or to cancel the rebate program without prior notice.
7. Incomplete applications will not be processed. Do not mail application with utility payment.
8. You will be required to repay the rebate if any of these terms and conditions are found to have been breached.

### Rebate amount:

1. The value of the high-efficiency toilet rebate for residential and multi-family customers is \$175 per toilet, and the rebate for commercial customers is \$504 per toilet.
2. The value of the water free urinal rebate for commercial customers is \$630 per urinal.
3. Rebate payments will be issued as a credit on the customer's utility bill for the installation address.
4. Allow up to ninety days for your completed application to be processed and receive a credit.

For more information on this program, visit [www.santafenm.gov/waterconservation](http://www.santafenm.gov/waterconservation), or contact the Water Conservation Office at (505) 955-4225.



City of Santa Fe  
Water Conservation Office



## Clothes Washer Rebate Application

The rebate applies to new, tier 3, clothes washers purchased on or after January 1, 2010.  
Please ensure you have read the terms and conditions before you complete the application below.

### Applicant details: (please print clearly)

Water Utility account number: \_\_\_\_\_

First name: \_\_\_\_\_

Last name: \_\_\_\_\_

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

### Installation address:

Street number: \_\_\_\_\_

Street name: \_\_\_\_\_

Zip code: \_\_\_\_\_

### Mailing address: (if different from the property address)

Street number: \_\_\_\_\_

Street name: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip code: \_\_\_\_\_

**Submit to:** Sangre de Cristo Water Division  
Clothes Washer Rebate  
PO Box 909  
Santa Fe, New Mexico 87504-0909

### Your new clothes washer details:

Brand: \_\_\_\_\_

Model #: \_\_\_\_\_ Serial #: \_\_\_\_\_

Purchase date: \_\_\_\_\_ Installation Date: \_\_\_\_\_

Purchase price: \$ \_\_\_\_\_ Store: \_\_\_\_\_

### Number of machines replaced:

### Amount:

Clothes washers: \_\_\_\_\_ @ \$480 each \$ \_\_\_\_\_

Clothes washers: \_\_\_\_\_ @ \$180 each \$ \_\_\_\_\_

### Your old clothes washer details:

Brand: \_\_\_\_\_

Model #: \_\_\_\_\_ Serial #: \_\_\_\_\_

Would you have purchased a tier 3 clothes washer without the rebate? (please check one)

☐ Yes ☐ No ☐ Not sure

Approximate age of old machine: \_\_\_\_\_

Estimated loads of laundry per week: \_\_\_\_\_

*I hereby affirm that the above clothes washer was picked up for recycling and will not be re-sold.*

Vendor's signature: X \_\_\_\_\_

### Declaration:

*I have read and accept the terms and conditions of this agreement and the information contained in this application is truthful and correct to the best of my knowledge. I hereby certify that I am the customer authorized to replace the clothes washer at the address listed above, and my old clothes washer has been recycled and is no longer in service.*

Applicant's signature: X \_\_\_\_\_ Date: \_\_\_\_\_

### Office use only:

Service address: \_\_\_\_\_ Cycle: ☐ Meter Position: \_\_\_\_\_ Date entered: \_\_\_\_\_

- ☐ Commercial  
☐ Residential  
☐ Multi-family

# Terms and Conditions

## To qualify for a rebate:

1. Purchase and install a new, qualifying high-efficiency clothes washer on or after January 1, 2010. Used or reconditioned washers do not qualify for rebates.
2. Applicant must be a water customer of Sangre de Cristo with an account in their name at the service address where the clothes washer is installed and at time of purchase.
3. The clothes washer must be a tier 3 as determined by the Consortium for Energy Efficiency (CEE) on the date of purchase, visit [www.cee1.org/resid/seha/rwsh/rwsh-prod.pdf](http://www.cee1.org/resid/seha/rwsh/rwsh-prod.pdf) for the clothes washer qualifying product list.
4. The clothes washer must be purchased for domestic use and not for resale or lease/rental options.
5. The program offers rebates for the retrofit of efficient technologies, and does not apply to purchases for new construction and development.
6. The clothes washer must replace an existing top-loading high water use machine and be picked up by the dealer for recycling to qualify for the \$480 rebate, or
7. Replace an existing front-loading high-efficiency machine and be picked up by the dealer for recycling to qualify for the \$180 rebate.
8. To receive the rebate, Sangre de Cristo requires an original invoice or receipt stating:
  - make and model of the clothes washer(s) purchased
  - date and place of purchase
  - purchaser name
  - installation address
  - purchase price
9. The completed application must be postmarked or received no later than 90 days after purchase date.

## Please note:

1. Sangre de Cristo reserves the right to conduct inspections to verify installations of clothes washers.
2. Sangre de Cristo does not warrant, endorse, or assume liability for the quality or performance of the installed equipment related to purchase under this program.
3. Applications will be processed until funds are depleted.
4. Sangre de Cristo reserves the right, at its sole and absolute discretion and at any time, to change any or all of the Terms and Conditions for the rebate program or to cancel the rebate program without prior notice.
5. Incomplete applications will not be processed. Do not mail application with utility payment.
6. You will be required to repay the rebate if any of these terms and conditions is found to have been breached.

## Rebate amount:

1. The value of the high-efficiency clothes washer rebate is \$480 to replace Top-load machine or \$180 to replace front load machine.
2. Rebate payments will be issued as a credit on the customer's utility bill for the installation address.
3. Allow up to ninety days for your completed application to be processed and receive a credit.

For more information on this program, visit [www.santafenm.gov/waterconservation](http://www.santafenm.gov/waterconservation), or contact the Water Conservation Office at (505) 955-4225.



City of Santa Fe  
Water Conservation Office





## City of Santa Fe Water Rights Transfer Certificate

1. Water Rights Transfer to: ☐ Water Bank and/or ☐ Designated for Building Project(s)

### 2. General Information

Developer/Builder \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Address of Building Project(s) (if any) \_\_\_\_\_

### 3. City of Santa Fe Records

A. City of Santa Fe Water Rights Transfer ID No. \_\_\_\_\_

B. Certificate of Escrow in Lieu of Water Rights No. (if any) \_\_\_\_\_

C. Name of Building Project(s) these Water Rights are to be associated with (if any) \_\_\_\_\_

D. Planning and Land Use Case No(s). \_\_\_\_\_

E. Building Permit Application No. (if any) \_\_\_\_\_

F. Approved Building Project(s) Water Budget in Acre-Feet Per Year (AFY)

Building Project	Project Water Budget (Option A of B)

G. Water Rights Transfer Review Fee Paid by Applicant \_\_\_\_\_ Date Paid \_\_\_\_\_

H. Escrow Fee Paid in Lieu of Water Rights \_\_\_\_\_ Date Paid \_\_\_\_\_

### 4. New Mexico Office of State Engineer (OSE) Records

A. OSE Permit to Change Point of Diversion and Place and Purpose of Use

into the City of Santa Fe's Permit (RG-20516) \_\_\_\_\_

B. OSE Permit Date \_\_\_\_\_

C. Consumptive Use Water Right in Acre-Feet Per Year (AFY) Approved by OSE for Transfer to the City of Santa Fe's Point of Diversion RG-20516 \_\_\_\_\_

### 5. Water Rights Allocation

Water Right in Acre-Feet Per Year (AFY) to be Applied to a building project(s)\*

Building Project	Water Rights Allocated

Water Right in Acre-Feet Per Year (AFY) to be Applied to the City of Santa Fe's Water Bank \_\_\_\_\_

\*Note: Water Rights required are 10% more than amount required for the water budget to account for line losses.

### 6. Signatures

Sangre de Cristo Water Division Issuing Officer \_\_\_\_\_ Date \_\_\_\_\_

Planning and Land Use Department Issuing Officer \_\_\_\_\_ Date \_\_\_\_\_

City of Santa Fe Attorney \_\_\_\_\_ Date \_\_\_\_\_

Distribution: White, Water Division; Yellow, City Attorney; Pink, Planning and Land Use Division; Green, Applicant

WAT020.pmd 5/07

1                                   **CITY OF SANTA FE, NEW MEXICO**

2                                   **RESOLUTION NO. 2009-116**

3                                   **INTRODUCED BY:**

4  
5                                   Councilor Calvert

6  
7  
8  
9  
10                               **A RESOLUTION**

11   **AMENDING RESOLUTION NO. 2009-83 THAT ADOPTED STANDARD FORMULAS BY**  
12   **WATER USE CATEGORY FOR CALCULATING DEVELOPMENT WATER BUDGETS.**

13  
14       **WHEREAS**, on 26th day of August, 2009 the Governing Body passed Resolution No.  
15   2009-83 that adopted standard formulas by water use category for calculating development water  
16   budgets from a report prepared by the Water Division entitled "Water Use in Santa Fe, July  
17   2009"; and

18       **WHEREAS**, responding to recent inquiries from developers, staff proposes amending  
19   Resolution 2009-83 in order to include formulas for additional commercial uses and public  
20   service uses as well as to provide definitions for various size retail uses; and

21       **WHEREAS**, the city desires to use the most up to date data for water use numbers,  
22   categories, and categorical definitions.

23       **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
24   **CITY OF SANTA FE** that Resolution No. 2009-83 be amended adopting the following  
25   standards in acre feet per year (afy) by water use category for calculating development water

1	budgets:	
2	<b>Residential</b>	
3	Single Family Dwelling Unit	0.18 afy* / du**
4	Lot size < 6,000 sq ft	0.15 afy / du
5	Lot size 6,000 – 10,890 sq ft	0.17 afy / du
6	Lot size > 10,890 sq ft	0.25 afy / du
7	Apartment/Condominium	0.16 afy / du
8	Mobile Home	0.17 afy / du
9	Accessory Dwelling Unit	0.09 afy / du
10	Senior Complex	0.12 afy / du
11	<b>Commercial</b>	
12	Restaurant, Full Service	0.02 afy / seat
13	Restaurant, Limited Service	1.63 afy / site
14	Hotel	0.13 afy / room
15	Motel	0.09 afy / room
16	Grocery Store	1.27 afy / 10,000 sq ft
17	Retail, Large	0.45 afy / 10,000 sq ft
18	(Individual stores or shopping areas >75,000 sq ft)	
19	Neighborhood Center/Medium Retail	0.43 afy / 10,000 sq ft
20	(Individual stores or shopping areas 75,000-25,000 sq ft)	
21	Retail, Small	0.06 afy / site
22	(Individual stores or shopping areas <25,000 sq ft)	
23	Gallery	0.60 afy / site
24	Medical Office	0.72 afy / 10,000 sq ft
25	Office – City/State	0.58 afy / 10,000 sq ft

1	Office – Non-medical	0.70 afy / 10,000 sq ft
2	Research and Development Lab	1.18 afy / 10,000 sq ft
3	Manufacturing – Goods	0.21 afy / site
4	Manufacturing – Consumables	2.33 afy / site
5	Gas Station	0.88 afy / site
6	Gas Station with Carwash	6.56 afy / site
7	Carwash, Full Service	5.66 afy / site
8	Car wash, Limited Service	0.94 afy / bay
9	Laundromat, Commercial	0.78 afy / machine
10	Laundromat, Other	0.22 afy / machine
11	Drycleaner	0.41 afy / site
12	Plant Nursery	0.56 afy / 10,000 sq ft
13	Gyms with Showers	8.94 afy / site
14	Gyms without Showers	0.77 afy / site
15	Salons	0.21 afy / site
16	Pet Grooming	0.52 afy / site
17	Pet Daycare	0.11 afy / site
18	Auto Repair	0.12 afy / site
19	Car Rental	0.12 afy / site
20	Car Sales	0.07 afy / 10,000 sq ft
21	Self Storage	0.13 afy / site
22	<b>Public Services</b>	
23	Parks	1.48 afy / acre
24	Schools, Daycare	0.85 afy / 100 kids
25	Schools, Elementary	0.53 afy / 100 students

1                    Schools, Middle                    1.68 afy / 100 students  
2                    Schools, High                    2.64 afy / 100 students  
3                    Places of Worship                    0.15 afy / site  
4                    with Daycare and School                    0.95 afy / site

5                    \*0.18 afy is the average across lot size used for estimating purposes only

6                    \*\*du = dwelling unit

7                    **AND BE IT FURTHER RESOLVED** that the water use numbers, categories, and  
8 categorical definitions shall be updated administratively as new data becomes available.

9                    PASSED, APPROVED, and ADOPTED this 10th day of November, 2009.

10

11

12

13

14



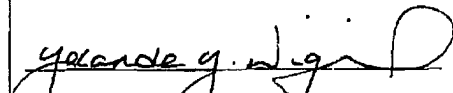
DAVID COSS, MAYOR

15                    ATTEST:

16

17

18

  
YOLANDA Y. VIGIL, CITY CLERK

19

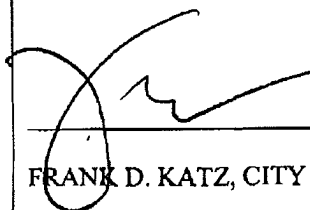
20                    APPROVED AS TO FORM:

21

22

23

24

  
FRANK D. KATZ, CITY ATTORNEY

25

jp/ca/jpmb/2009res/water use tables amendment

## Land Development Code

### 14-3.16 VARIANCES

#### (A) Purpose and Applicability

(Ord. No. 2002-37 § 15)

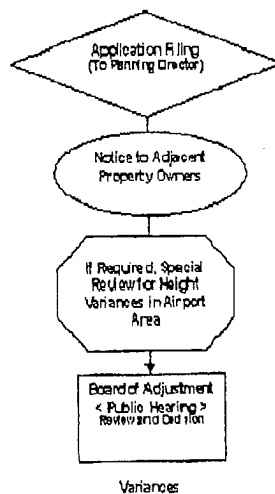
The Board of Adjustment has the power in specific cases to authorize such variance from the terms of this chapter as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter would result in unnecessary hardship. In addition, the Planning Commission has the authority to grant variance requests on matters properly before the Commission under this chapter, including but not limited to terrain management regulations, subdivisions, and development plans; and the Historic Design Review Board and Design Review Board may grant variance requests on matters properly before those bodies. For all bodies, the procedure for granting the variance shall conform to this section, unless otherwise specified for the Planning Commission by §§14-2.3(C)(3) and (4).

#### (B) Procedures

##### (1) Early Neighborhood Notification

Early neighborhood notification requirements shall be as set forth in §14-3.1(F). (Ord. No. 2002-12 § 18)

##### (2) Application



Applications for variances shall be submitted to the Planning and Land Use Director on a form prescribed by the Director.

(3) Notice; Public Hearing; Public Hearing Procedures

Notice and conduct of public hearings required under this section shall be provided pursuant to the general provisions of §§14-3.1(H) and (I).

(4) Board Review and Decision

Following the public hearing, the decision-making body shall review the application and, based on input received at the public hearing and the approval criteria set forth in paragraph (C) below, shall act to approve, approve with conditions, or deny the variance application. In granting any variance, the body may prescribe appropriate conditions and safeguards in conformity with this chapter. Violation of such conditions and safeguards when made a part of terms under which the variance is granted shall be deemed a violation of this chapter and punishable as provided for in Article 14-11. Under no circumstances shall a variance be granted to permit a use not generally or by special exception permitted in the district involved or any use expressly or by implication prohibited by the terms of this chapter in the district.

(5) Special Review for Height Variances in Airport Area

All height variance requests for lands located within the approach, transitional, horizontal and conical surfaces as described within the approach and clear zone layout plan of the Santa Fe municipal airport dated February, 1980 prepared by PMM and company, adopted herein by reference and on file in the City Public Works Department shall be reviewed for compliance with federal aviation regulations. The application for variance shall be accompanied by a determination from the federal aviation administration as to the effect of the proposed variance on the operation of air aviation facilities and the safe, efficient use of navigable airspace. Such variances shall be allowed where it is duly found that a literal application or enforcement of the regulations will result in unnecessary hardship and relief granted will not be contrary to the public interest and will not create a hazard to air navigation. Additionally, no application for variance to the height requirements within the area described in this section may be considered by the Board of Adjustment unless prior approval is granted by the Federal Aviation Administration and a copy of the application has been furnished to the airport manager for advice as to the aeronautical effects of the variance. If the airport manager does not respond to the application within 15 days after receipt, the Board of Adjustment may act on its own to grant or deny the application. Any permit or variance granted may be conditioned to require the owner of the structure in question to install, operate,

and maintain, at the owner's expense, such markings and lights as may be necessary.

**(C) Approval Criteria**

All variance applications shall be reviewed for compliance with the following criteria:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same district, and which do not result from the actions of the applicant;
- (2) Literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter;
- (3) Granting the variance requested will not confer on the applicant any special privilege that is denied by this Ordinance to owners of other lands, structures or buildings in the same district. No nonconforming use of neighboring lands, structures or buildings in the same district, and no permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance;
- (4) The variance is the minimum variance that will make possible the reasonable use of the land, building or structure;
- (5) Granting the variance will be in harmony with the general purpose and intent of this chapter and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

**(D) Expiration of Variances**

(Ord. No. 2002-12 § 19)

If the variance has not been exercised within twenty-four months from the date of the approval of the variance, the approval shall expire and any subsequent use of such land shall conform to the provisions specified by this chapter. In a public hearing, approval of the variance may be extended for 18 months beyond the original approval. The applicant shall make such a request in writing stating the reasons for extension, no later than 90 days before the expiration date. Notice shall be provided as required for initial approval.

(Ord. No. 2001-38 § 2)



## **Land Development Code**

### **14-3.17 APPEALS**

#### **(A) Appeals to the Governing Body**

- (1) Any persons jointly or severally aggrieved by any decision of the Board of Adjustment, by the Planning Commission as to approval of preliminary or final subdivision plat applications, or any other final decisions, not to include recommendations to the Governing Body, or any other officer, department, Board or bureau of the City, may submit to the Governing Body a petition duly verified, such petition constituting an appeal, setting forth that such decision is illegal in whole or in part, specifying the grounds of the illegality; and the decision maker on notification of the submission shall forthwith transmit to the Governing Body all the papers constituting the record on which the action appealed from was taken or certified copies of the same. Where the decision of a commission, committee or board is appealed and where such decision required publication, mailing and posting, the applicant shall follow the publication, notification and posting requirements pursuant to §14-3.1(H). (Ord. No. 2002-12 § 20)
- (2) Such appeal shall be taken within 30 days of the date at which the action appealed from was taken.
- (3) Such appeal to the Governing Body shall be deemed to constitute a stay of legal proceedings unless a stay would cause imminent peril to life or property.
- (4) At the public hearing, witnesses shall be sworn and subject to reasonable cross-examination by all parties and limited to testimony, evidence and documents presented at the hearing.
- (5) For a period of 7 calendar days prior to the date of the public hearing of the appeal, no party named in the appeal shall communicate with any member of the Governing Body, and no member of the Governing Body shall communicate with a party named in the appeal, concerning the merits or substance of the appeal except in writing filed with the City Clerk for inclusion in the hearing record, and with copies distributed immediately to all parties and to all members of the Governing Body.
- (6) The official minutes shall contain the Governing Body's proceedings, including an order disposing of the appeal and a statement of the factual and legal basis for the decision.

**(B) Appeals to the Board of Adjustment**

- (1) Appeals to the Board of Adjustment may be taken by any person aggrieved or by any officer, department, board, or bureau of the City affected by any decision of the Land Use Department. Such appeal shall conform to the provisions of paragraph (A) above except for an appeal regarding the issuance of a building permit which shall be made within 30 days of the issuance of the permit or 30 days following the posting of the permit as required in § 14-3.10(B)(5), whichever is later. The Land Use Department shall transmit to the Board all the papers constituting the record on which the action appealed from is taken. (Ord. No. 2005-36 § 2; Ord. No. 2007-45 § 30)
- (2) An appeal stays all proceedings in furtherance of the action appealed from, unless the Land Use Department certifies to the Board after the notice of appeal has been filed that, by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. (Ord. No. 2007-45 § 30)
- (3) The Board of Adjustment shall fix a reasonable time for the hearing of the appeal, and decide the same within a reasonable time. Notice shall be given as set forth in § 14-3.1(H)(1). At the hearing any party may appear in person or by agent or by attorney. The concurring vote of a majority of the members present of the Board of Adjustment is required to revise any order, requirement, decision or determination of the administrative official charged with the duty of administering this chapter, or to decide a case in favor of an appellant on any matter on which it is required to pass, or to effect any variation or special exception to the terms of these regulations. The Board of Adjustment shall not act unless a quorum is present. (Ord. No. 2002-12 § 21)

**(C) Appeals from Governing Body**

Any persons jointly or severally aggrieved by any decision of the Governing Body, when sitting for the purpose of hearing and deciding appeals from the Board of Adjustment or any officer, department, Board or bureau of the City, may present to a court of competent jurisdiction a petition duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within 30 days after the entry in the office of the City Clerk of the decision appealed from.

**(D) Appeals in the Historic Districts**

- (1) Appeals from Decisions of Planning and Land Use Department  
Appeals based on action taken by the Land Use Department regarding the H District shall be heard by the Historic Design Review Board at its next regular meeting after the appeal is filed. Appeals may be filed by the applicant and must be filed within 7

days of the Division's action. The grounds for any such appeal shall be limited to a disagreement with the determination made by the Division under the procedures or required standards set forth in this section. Notice of the time and place of each such appeal shall be given by the Division. All appeals shall be in writing and shall state the specific standard or procedure that is being appealed. (Ord. No. 2007-45 § 30)

(2) Appeals from Decisions of Historic Board

(a) Appeals from decisions of the Historic Board regarding the H District may be taken by any person aggrieved or by any officer, department, Board or bureau of the City affected by any decision of the Board in enforcement of this section or applicable rules or regulations. Such an appeal when taken shall stay all proceedings unless the officer, department, Board or bureau from whom the appeal is taken certifies that a stay would cause imminent peril to life or property. Appeals from the findings and recommendations of the Board on all matters under this section shall be taken to the Governing Body and the procedure, including the requirement of a public hearing, shall be the same as prescribed under paragraph (A) above and by the laws of the state.

(b) The grounds for the appeal shall be limited to a disagreement with the determination made by the Board under the procedures or standards set forth in this section. Appeals shall be in writing and shall state the specific standard or procedure that is being appealed. The appeal shall be filed within seven calendar days of the meeting at which the Board made the decision being appealed. Building permits shall not be granted until the appeal filing period is completed.

(Ord. No. 2001-38 § 2)

(Ord. # 2003-25, §51; Ord. # 2005-2, §7)

**9. DISCONTINUANCE AND DENYING RESTORATION OF SERVICE**

A. The City shall not discontinue service for those situations described in subsection 15-1.7C

SFCC 1987.

B. Discontinuance of service for delinquent accounts or for failure to comply with payment

arrangements, as set forth in paragraph D.4 below, shall occur only between the hours of 8:00 a.

m. to 3:00 p.m., Monday through Thursday and shall not occur less than twenty-four (24) hours

prior to a holiday or weekend unless the City's designated business office is open for receipt of

payment and City personnel are available to restore such service upon payment. All other

discontinuance of service may occur as necessary.

C. Any customer whose service is discontinued under the provisions of this section shall be

required to pay a reconnection fee in addition to all other applicable fees and charges before

being reconnected. All reconnections shall be made in accordance with the reconnection

provisions in this chapter.

D. The City may discontinue service when the following occurs:

1. Without prior notice:

a. A condition is determined by the City to be hazardous.

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b. A customer tampers with, damages or destroys the equipment furnished and owned by the

City.

c. There is unauthorized use of service or connection to service provided by the City.

d. There is a severe leak as determined by the City.

2. With twenty-four (24) hour prior notice:

a. When the City finds evidence of excessive waste of water by a customer.

b. If after the twenty-four (24) hour notice, the customer has failed to either correct the condition causing excessive use or to demonstrate to the City's satisfaction why the customer cannot correct the condition or comply with this time period, the City may discontinue service.

3. With three (3) day notice:

a. If the customer refuses to grant access at reasonable times to the City, after having been shown proper credentials and identification, to equipment installed upon the premises of the customer for the purpose of inspection, meter reading, maintenance or replacement.

b. There is a minor leak as determined by the City.

c. A customer fails to furnish such service, equipment, permits, certificates, and/or rights-of-way, as specified by the City as a condition to obtaining service, or in the event such equipment

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or permission is withdrawn or terminated.

d. A customer fails to fulfill contractual obligations for utility service and/or facilities other than payment arrangements.

4. With ten (10) day prior notice followed by a two (2) day contact:

a. If any charge remains unpaid for a period of thirty (30) days from the "due" date on the customer's utility bill or

b. If a customer fails to comply with the terms of a payment arrangement.

c. The City shall also take reasonable steps to communicate with a customer, by telephone or personal contact, at least two (2) days prior to the actual date of discontinuance of service in order to obtain payment.

E. Notices shall be as follows:

1. All notices shall be in writing in simple language in both English and Spanish and include the following:

a. A statement of the reason(s) why the City intends to discontinue service.

b. A statement that the customer may appeal the proposed discontinuance of service as set forth in subsection 15-1.8 SFCC 1987.

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c. A statement of the cost of reconnection.

d. A statement that the City will not discontinue service to any residence where a seriously ill person or person whose life may be endangered by discontinuance of service resides.

e. A blank medical certificate, which shall permit a practitioner of the healing arts to indicate the expected duration of the residential customer's serious illness or life endangering situation.

f. A form for demonstrating how the residential customer with a serious illness or life endangering situation has inadequate financial resources to correct the condition causing discontinuance of service.

2. All ten (10) day notices shall also include the following:

a. The amount owed and the date by which the customer must pay the amount due or enter into a payment arrangement with the City if the customer has not already entered into one. The consumption period over which said amount was incurred, the date, and the amount of the last payment shall be available on request.

b. A statement that if the customer pays that portion of the bill which is not in a bona fide dispute, the customer may appeal the portion of the bill which the customer does dispute as set forth in subsection 15-1.8 SFCC 1987.

c. The title(s), address, telephone number(s) and working hours of the designated City staff responsible for carrying out the rights described in this section.

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3. Notices shall be deemed effective as follows:

a. Twenty-four (24) and three (3) day notices shall be hand delivered to the service address

and shall be deemed effective immediately upon delivery.

b. Ten (10) day notices shall be mailed to the customer's billing address and shall be deemed

effective three (3) days from the date of the letter.

F. A properly executed medical certificate form shall be adequate to delay discontinuance of

water service, as set forth in paragraphs D.2, D.3 or D.4 above, for at least thirty (30) days and,

at the City's option, the City may delay discontinuance for up to one hundred twenty (120) days

or for a longer period of time. The City shall promptly notify the residential customer in writing as

to how long it deems the certificate to be valid; provided, however, that should the circumstances

on which the certificate is based appear to have changed, the City may require additional

certification. If service has been discontinued, the City shall reestablish service within twelve (12)

hours of receipt of the medical certificate.

G. The city employee personally contacting a customer two (2) days prior to discontinuance,

as set forth in paragraph D.3c. above, or the City employee sent to discontinue utility services, as

set forth in paragraphs D.2, D.3 or D.4 above, shall note any information which is made known to

the employee by the customer regarding any resident's seriously ill or life endangering health

condition, such as whether a resident is physically disabled, frail or elderly. Such information shall

be immediately reported in writing to the City employee authorized to prevent discontinuance.

That employee shall either delay the discontinuance order if it is apparent that a properly

executed medical certificate will be received, or shall state in writing why such delay is not being .

affected. The City and City employee's noting of the information made known by the customer, and acting upon such information or failing to act on such information in good faith, shall cause the City and City employee to be held harmless for any error made or damages incurred.

H. If a residential customer has arranged with the City to participate in a third party notification program, as set forth in subsection 15-1.7B SFCC 1987, the City shall not discontinue service to the customer for delinquent accounts or failure to comply with payment arrangements

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without:

1. Contacting the designated person, organization or governmental agency by phone or in writing at least ten (10) days prior to the proposed discontinuance of service.
  2. Determining that the designated person, organization or governmental agency has not made a commitment to assist payment of the delinquent account or compliance with the payment arrangement within a reasonable period of time.
- (Ord. #2003-25, §52)



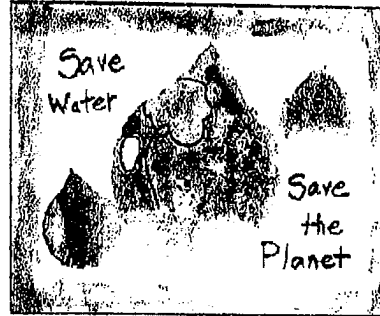
## Water Conservation Incentive Programs

### NEW! Rebate Program

A goal for the City of Santa Fe is to be the "Conservation Capital of the Nation." To be the leader in water conservation, the City must keep up with "Cutting Edge" technologies.

Beginning January 1, 2010, Sangre de Cristo is offering customers several new rebates to encourage water conservation in an effort to maximize water efficiency and to conserve our present and future water supply.

The new rebates replace and expand on the previous program offered by the City of Santa Fe's Water Conservation Office. The new program helps water customers save water by increasing efficiency. The program offers rebates for the retrofit of efficient technologies, and does not apply to purchases for new construction and development.



2009 Poster Contest Winner  
Marisa Tedori

[Rebates](#)   [Indoor Water Use](#)   [Outdoor Water Use](#)   [Contact Us](#)

To qualify, all appliances and fixtures must be purchased and installed on or after January 1, 2010. For more information, follow the links below.

#### Residential Indoor Rebates Include:

- [High-Efficiency Clothes Washers](#)
- [High-Efficiency Toilets \(HETs\)](#)

#### Commercial Indoor Rebates Include:

- [High-Efficiency Clothes Washers](#)
- [High-Efficiency Toilets \(HETs\)](#)
- [Water Free Urinals](#)
- [Commercial Process Efficiency Upgrades \(CPE\)](#)
- Free Pre-Rinse Spray Nozzles

#### Outdoor Rebates Include:

- [Irrigation Efficiency Upgrades](#)
- [Water Harvesting Systems/Rain Barrels](#)

The AWWA reports that daily indoor per capita use in a typical single family home is