

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 06/10/15
ITEM FROM FINANCE COMMITTEE MEETING OF 06/01/15

ISSUE:

12. Request for Approval of Road Impact Fee Credit Agreement – Improvements to Open Zia Road Rail Runner Station; Zia Station, LLC. (Theresa Gheen)

FINANCE COMMITTEE ACTION:

Approved as Discussion Item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

With amendments to agreement.

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL			X
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

City of Santa Fe, New Mexico

memo

DATE: June 4, 2015
TO: City Council
FROM: Theresa Gheen, Assistant City Attorney 

ITEM/ISSUE:

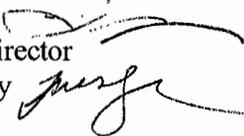
REQUEST FOR APPROVAL OF ROAD IMPACT FEE CREDIT AGREEMENT – FOR IMPROVEMENTS TO OPEN ZIA STATION RAIL RUNNER STATION; ZIA STATION, LLC

UPDATE:

The Finance Committee approved in substantial form the draft Roadway Impact Fee Credit Agreement with the additional changes presented during the 6/1/2015 Finance Committee meeting. A few additional edits have been added to clarify the exhibits.

City of Santa Fe, New Mexico

memo

DATE: May 21, 2015
TO: Finance Committee
VIA: Lisa Martinez, Land Use Department Director
FROM: Theresa Gheen, Assistant City Attorney 

ITEM/ISSUE:

REQUEST FOR APPROVAL OF ROAD IMPACT FEE CREDIT AGREEMENT – FOR IMPROVEMENTS TO OPEN ZIA STATION RAIL RUNNER STATION; ZIA STATION, LLC

BACKGROUND/SUMMARY:

In 2011, the Governing Body adopted Resolution 2011-44 which recognized the need for additional capital improvements in order to open the Rail Runner Station at the intersection of Zia Road and Saint Francis Drive (“Zia Station”). This included the need for a drop-off facility, parking for people with disabilities, and sidewalk improvements. In 2014, the Governing Body approved Resolution No. 2014-71, which adopted the *Impact Fee Capital Improvements Plan 2020*, in which the cost estimate for the Zia Station Improvements was \$300,000 (Appendix G, Table 80). The Governing Body also adopted Resolution 2011-45 which directed staff to submit a request to the NMDOT to open the Zia Station for Rail Runner Express service, to prepare an Impact Fee Credit Agreement with the developer, and to enter into a License Agreement with the Developer for the use of the Zia Station infrastructure improvements.

Recently, the owner and developer of the property adjacent to Zia Station expressed an interest in constructing the improvements and wrote a letter to the City Manager indicating willingness to put \$150,000 in escrow as an expression of good faith to that end.

RECOMMENDED NEXT ACTION:

The Land Use Department recommends approval in substantial form the attached Impact Credit Fee Agreement in the amount of credits not to exceed \$300,000. The Agreement is substantially in the final form, and additional information may be added.

Attachments:

- Resolution 2011-45
- Resolution 2011-44
- Resolution 2014-71 with excerpt of Exhibit A.
- Summary of Contracts and Agreements Form

**ROADWAY IMPACT FEE CREDIT AGREEMENT
(Zia Station, LLC)**

This Roadway Impact Fee Credit Agreement (“**Agreement**”) is made this ____ day of _____, 2015, by and between the CITY OF SANTA FE, NEW MEXICO, a political subdivision of the State of New Mexico (hereinafter the “**City**”) and Zia Station, LLC, a New Mexico limited liability company (“**Developer**” and “**Owner**”). Collectively herein the City and Developer may be referred to as the “**Parties**”.

ARTICLE I: RECITALS

WHEREAS, on December 13, 2007, the Santa Fe Metropolitan Planning Organization (“MPO”) Transportation Policy Board approved the location of the Rail Runner Express Station at Zia Road and St. Francis Drive (the “Station”); and

WHEREAS, the Station platform was constructed by the New Mexico Department of Transportation (“NMDOT”) prior to the start of the Rail Runner Express service between Albuquerque and Santa Fe; and

WHEREAS, on August 30, 2011, the Governing Body of the City of Santa Fe adopted Resolution No. 2011-44 recognizing the need for additional capital improvements (the “Improvements”) in order to open the Station; and

WHEREAS, Zia Station, LLC, the owner and future developer of the property adjacent to the Station, has agreed to fund and construct the Improvements, and will thereby be eligible to receive Roadway Impact Fee Credits for the construction costs of the Improvements; and

WHEREAS, the Legislature of the State of New Mexico passed the Development Fees Act, Sections 5-8-1 to 5-8-42 NMSA 1978, in 2003 (“**Development Fees Act**”); and

WHEREAS, in Resolution No. 2011-44, the Governing Body of the City of Santa Fe amended the Impact Fee Capital Improvements Plan and Land Use Assumptions, 2007-2012 to add “Zia Station Infrastructure Improvements” with a cost estimate of \$180,000, and limited such infrastructure Improvements to the construction of a drop-off facility, parking for persons with disabilities, and sidewalk improvements.

WHEREAS, on August 27, 2014, the Governing Body approved Resolution No. 2014-71 adopting the Impact Fee Capital Improvements Plan 2020 For Roads, Parks Fire/EMS and Police (the “**Capital Improvements Plan**”) for the City of Santa Fe, in which the “cost estimate” for Zia Station Improvements was \$300,000 (Appendix G, Table 80), thereby setting the maximum the Developer could receive in Roadway Impact Fee Credits; and

WHEREAS, on November 30, 2011, the City of Santa Fe passed Ordinance Number 2011-37 (“**Impact Fee Ordinance**”), codified as Section 14-8.14 City of Santa Fe Land Development Code, which repealed and replaced the prior Impact Fee Ordinance;

WHEREAS, Section 14-8.14(I)(4) of the Impact Fee Ordinance requires that prior to plat or plan recordation, the City and Developer shall enter into an Impact Fee Credit Agreement, specifying the following: (a) the amount of the credit; (b) how the credit will be allocated within the development project and; (c) how the Developer will be reimbursed for the cost of in-kind contributions that exceed the amount of impact fees due from the development project; and

WHEREAS, the City and Developer desire for this Agreement to provide the terms and conditions for which the Developer shall receive Roadway Impact Fee Credits from the City for construction of the Improvements.

ARTICLE II: DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article II shall, for all purposes of this Agreement, have the meaning herein specified.

Section 1.01. **Owner.** “Owner” shall mean Zia Station, LLC, or its successors in interest, that own the property adjacent to the Station.

Section 1.02. **Person.** “Person” shall mean artificial persons or legal entities (such as corporations, partnerships, trusts, etc.) as well as natural persons.

Section 1.03. **Credits.** “Credits” shall mean the Roadway Impact Fee Credits as defined by the Impact Fee Ordinance, and as permitted by the Development Fees Act.

Section 1.04. **Developer.** “Developer” shall mean Zia Station, LLC, or its successors in interest, that will develop the infrastructure Improvements necessary for the Station to open.

Section 1.05. **Zia Road.** “Zia Rd.” shall mean the vicinity on Zia Rd. which is expected to be affected by the infrastructure Improvements near Zia Station located adjacent to the Zia Road and Saint Francis Drive intersection, as seen on Exhibit A.

Section 1.06. **Saint Francis Drive.** “St. Francis Dr.” shall mean the vicinity on St. Francis Dr. which is expected to be affected by the infrastructure Improvements near Zia Station located adjacent to the Zia Road and Saint Francis Drive intersection, as seen on Exhibit A.

Section 1.07. **Impact Fees.** “Impact Fees” shall have the meaning provided within the Development Fees Act and the Impact Fee Ordinance.

Section 1.08. **Improvements.** “Improvements” shall mean the infrastructure improvements to be constructed by Developer and accepted and approved by the City, which shall include a drop-off station, parking for persons of disabilities, and sidewalk improvements adjacent to the Station, and which are eligible for Roadway Impact Fee Credits. Expected Improvements are shown on Exhibit A.

Section 1.09. **Station.** The “Station” shall mean the Rail Runner Express Station located at the intersection of Zia Road and St. Francis Drive, in Santa Fe, New Mexico.

ARTICLE III: TERMS

NOW, THEREFORE, in consideration of the mutual promises, definitions and covenants set forth herein, the City and the Developer agree as follows:

1. **Improvements Eligible for Road Impact Fee Credits.** Exhibit A shows the expected Improvements adjacent to the Station, including a drop-off facility, parking for persons with disabilities and sidewalk improvements on Zia Rd.

2. **Amount of Roadway Impact Fee Credits.** Upon obtaining all required City construction permits and completing the construction of the Improvements, the Developer shall submit to the City Land Use Director “As-Built” construction drawings and specifications and detailed documentation of actual costs incurred in constructing the Improvements, as certified by a civil engineer. The documentation submitted shall be sufficient for the City Land Use Director to review and determine actual costs of each Improvement. The City shall provide written acknowledgment to the Developer of its verification of such costs. In no event will the amount of Roadway Impact Fee Credits exceed \$300,000 as listed in the Capital Improvements Plan.

3. **Roadway Impact Fee Credits - Date of Allocation.** Roadway Impact Fee Credits for the Improvements shall be credited by the City to the Developer at such time as (i) Developer reaches “substantial completion” of construction of the Improvements (prior to commencement of the one-year warranty period), (ii) the Developer submits the required “As-Built” drawings and specifications, and (iii) the City verifies the actual construction costs incurred of the Improvements.

4. **City Release to Developer of Other Entities’ Contributions for Specific Improvements.** Prior to the effective date of this Agreement, the City may have received funds from other entities for specific improvements contained on Exhibit A. In the event that the Developer constructs an Improvement that the City has previously received financial contributions from other entities for that specific improvement, the City shall release those financial contributions to the Developer, in accordance with City ordinances, at such time as the Developer reaches substantial completion. In no event shall the Developer receive a financial contribution made by the other entity and, held by the City for that specific purpose, if the financial contribution received by the Developer results in the Developer paying less than the Developer’s fair share contribution required by the City for the specific improvement.

5. **Compliance.** This Agreement constitutes compliance with the City of Santa Fe Impact Fee Ordinance regarding the computation of the estimated Roadway Impact Fee Credits and the Development Fees Act of the State of New Mexico.

6. **City Standards.** All of the construction of the Improvements shall be constructed by the Developer or successors in interest pursuant to current City standards at the time of the construction permit.

7. **Actions.** In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of this Agreement, both parties hereto shall cooperate in defending such action or proceeding to settlement or final judgment including all appeals. Each party hereto shall select its own legal counsel and retain such counsel at its own expense.

8. **Indemnification.** Until the date of final acceptance by the City, which shall occur after the end of the warranty period for construction of Improvements, the Developer hereby shall indemnify and hold harmless the City, its officers, and employees against any and all claims, damages, actions, or causes of action and expenses to which the City, its officers, and employees may be subjected by reason of any negligence in any actions made by the Developer on such Improvements in connection with, arising out of, or resulting from the performance of this Agreement, except to the extent that any such matters are precluded from indemnity pursuant to Section 56-7-1, NMSA 1978 Comp.

9. **Invalidity.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

10. **Other Instruments.** Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

11. **Singular.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

12. **Notice.** Any notice or communication required hereunder between the City and the Developer must be in writing, and may be given either personally or by email or mail with return receipt requested. If given by registered mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the

party to whom it is addressed. Any party may at any time, by giving ten (10) days written notice to the other party, designate any other address in such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the City: City of Santa Fe
Care of: Land Use Department
P.O. Box 909
Santa Fe, NM 87504

With Copies to: City Attorney's Office
Care of: City Attorney
P.O. Box 909
Santa Fe, NM 87504

If to Developer: Zia Station, LLC
Care of: _____
Fax No. (505) _____
Phone No. (505) _____

13. **Assignment of Roadway Impact Fee Credits.** The Developer shall have the right to assign or transfer all or any portion of the Roadway Impact Fee Credits granted by the City to third parties upon written notification to the City. Roadway Impact Fee Credits so assigned shall be used only for projects located on Developer's property adjacent to the Station. Any third parties, who are future owners of all or a portion of the property adjacent to the Station, that may acquire all or part of the total Roadway Impact Fee Credits granted to the Developer as set forth in this Agreement, include, without limitation, purchasers or long-term ground lessees of individual lots, parcels, or any lots, homes or facilities comprising a portion of the property adjacent to the Station.

14. **Binding Nature of the Agreement.** The terms established by this Agreement are intended to be and shall be, binding upon, and inuring to the benefit of and enforceable by the undersigned parties and all successors in interest. If during the existence of this Agreement the Developer shall default on its obligations provided within this Agreement then this Agreement shall be terminated and the Parties shall have no further obligation to one another. This Agreement shall not be deemed to vest any rights in any customers, invitees or the public at large, but are solely for the benefit of the City and the Developer, successors and assigns. In the event of a breach or attempted or threatened breach of any of the terms, covenants and conditions of this Agreement, the Parties shall have the right to pursue directly any and all remedies therefore available at law or in equity, specifically including, but not limited to injunctive relief.

15. **Amendment, Termination and Modification.** This Agreement may only be modified, amended or canceled, in whole or in part, by a writing executed by the Developer, or its successors or assigns, at the time of such modification, amendment or cancellation and the City and by recording said writing in the Official Records. Either

party, its successor or assign, may record this Agreement at any time after its full execution.

16. **Governing Law; Jurisdiction; Venue.** The laws of the State of New Mexico govern this Agreement. The parties consent to the jurisdiction of the First Judicial District Court, Santa Fe, New Mexico as the court of competent jurisdiction to resolve any issues regarding this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first written above.

DEVELOPER of Improvements:

Zia Station, LLC
a New Mexico limited liability company

THE CITY OF SANTA FE:

a Political Subdivision of the State of
New Mexico

By: _____
(NAME)

Date: _____

By: _____
Javier M. Gonzales, Mayor

Date: _____

ATTEST:

Yolanda Y. Vigil, City Clerk

Approved as to substance and form:



Kelley A. Brennan, City Attorney

6/4/2015
DATE

ACKNOWLEDGMENTS

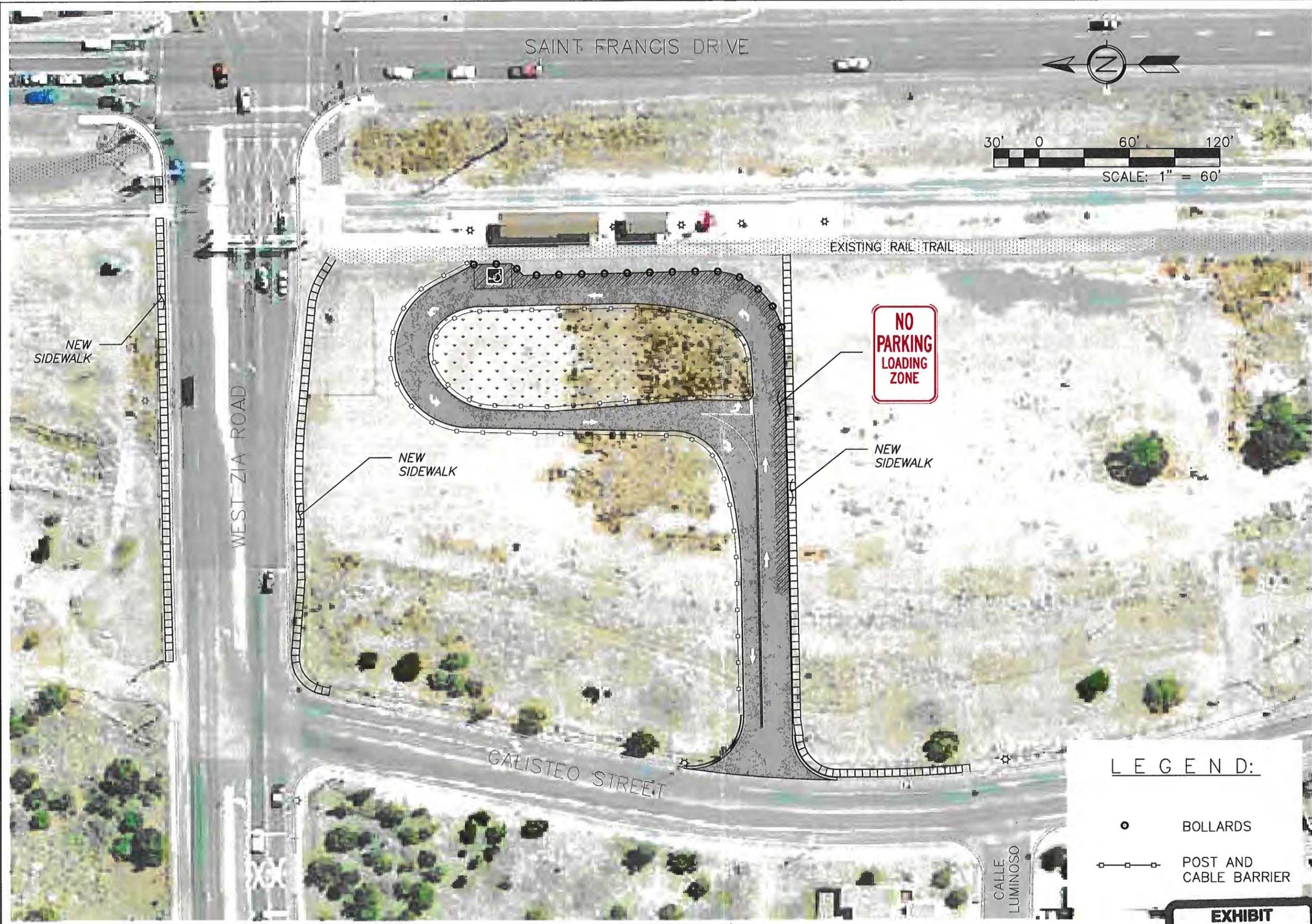
STATE OF NEW MEXICO)
)
COUNTY OF SANTA FE)

The foregoing instrument was duly acknowledged before me this ___ day of _____, 2015 by
_____ for Zia Station, LLC.

Notary Public

My Commission expires:

EXHIBIT A
Expected Improvements Eligible for Road Impact Fee Credits



NEW
SIDEWALK

WEST ZIA ROAD

NEW
SIDEWALK

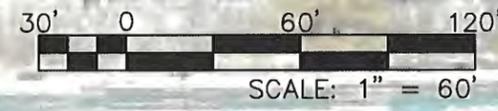
EXISTING RAIL TRAIL

**NO
PARKING
LOADING
ZONE**

NEW
SIDEWALK

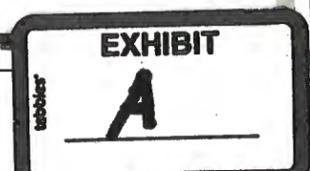
GALISTEO STREET

CALLE
LUMINOSO



LEGEND:

- BOLLARDS
- POST AND CABLE BARRIER



CITY APPROVAL		DATE
DEPT. / DIV.	SIGN-OFF	DATE
TRAFFIC ENG. DIR.		
A.D.A. COORD.		
SHEET NO.		
1 OF 1		
PROJECT:		ZIA RAILRUNNER STATION KISS AND RIDE LOOP
TITLE:		CONCEPTUAL LAYOUT
Engineer's Seal		
CITY OF SANTA FE		
PUBLIC WORKS DEPARTMENT		ENGINEERING DIVISION
Date	Remarks	By
Designed By:	Drawn By:	Checked By:
		J. ROMERO, P.E.

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2011-45

INTRODUCED BY:

Finance Committee

A RESOLUTION

DIRECTING STAFF TO SUBMIT A REQUEST TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TO OPEN THE ZIA STATION FOR RAIL RUNNER EXPRESS SERVICE.

WHEREAS, on December 13, 2007, the Santa Fe Metropolitan Planning Organization (“MPO”) Transportation Policy Board approved the location of the Rail Runner Express Station at Zia Road; and

WHEREAS, the station platform was constructed by the New Mexico Department of Transportation (“NMDOT”) prior to the start of Rail Runner Express service between Albuquerque and Santa Fe; and

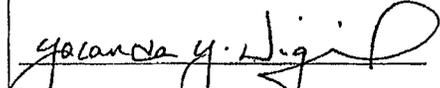
WHEREAS, on March 14, 2011, City staff and MPO staff conducted a public input meeting to discuss the opening of the Zia Station for Rail Runner Express service; and

WHEREAS, at the public meeting staff presented a conceptual plan to show how pedestrian, bicycle, transit and automobile access could be accommodated to facilitate the opening of the Zia Station; and

1 ATTEST:

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YOLANDA Y. VIGIL, CITY CLERK

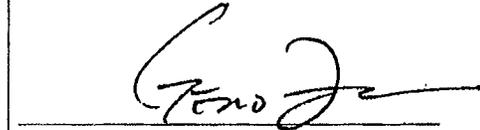
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APPROVED AS TO FORM:

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GENO ZAMORA, CITY ATTORNEY

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M/melissa/resolutions 2011/Zia RR Station Opening

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2011-44

INTRODUCED BY:

Finance Committee

A RESOLUTION

**AMENDING TABLE 22 (PAGE 23) OF THE CITY OF SANTA FE IMPACT FEES
CAPITAL IMPROVEMENTS PLAN REGARDING PLANNED MAJOR ROAD
IMPROVEMENTS AND ADDING “ZIA STATION INFRASTRUCTURE
IMPROVEMENTS” WHICH SHALL BE LIMITED TO A DROP OFF FACILITY,
PARKING FOR PERSONS WITH DISABILITIES AND SIDEWALK IMPROVEMENTS,
AS ELIGIBLE PROJECTS TO RECEIVE “ROAD” IMPACT FEES.**

WHEREAS, on January 9, 2008, the Governing Body approved Resolution No. 2008-07
adopting the Impact Fee Capital Improvements Plan and Land Use Assumptions, 2007-2012
 (“The Capital Improvements Plan”) for the city of Santa Fe; and

WHEREAS, Section 14-8.14(G)(4)(a) SFCC 1987 in accordance with the New Mexico
Development Fees Act (5-8-1 NMSA) allows the use of impact fees to construct capital
improvements or facilities expansions that are identified in the Capital Improvements Plan; and

WHEREAS, Table 22 (Page 23) of the Capital Improvements Plan included “Planned
Major Road Improvements, 2007-2012”, that specified roads to be improved and eligible to

1 receive impact fee funds; and

2 **WHEREAS**, there is an identified need for additional capital improvements in order to
3 open the Zia Station to allow the Rail Runner Express to make stops at that station; and

4 **WHEREAS**, the City of Santa Fe deems these improvements important to enhance road
5 capacity by allowing greater use of the Rail Runner Express train system and thereby a reduction
6 of motor vehicle traffic.

7 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
8 **CITY OF SANTA FE** that Table 22 (Page 23), "Planned Major Road Improvements 2007-2012"
9 of the *Impact Fee Capital Improvements Plan And Land Use Assumptions, 2007-2012* is amended
10 to include the following under "Project Name", "Location" and "Cost Estimate":

<u>Project Name</u>	<u>Location</u>	<u>Cost Estimate</u>
Zia Station Infrastructure Improvements	Adjacent to the Zia Rd./St. Francis Dr. Intersection	\$180,000

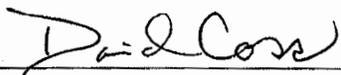
15 **BE IT FURTHER RESOLVED** that such Zia Station Infrastructure Improvements shall
16 be limited to construction of a drop off facility; parking for persons with disabilities; and
17 sidewalk improvements on Zia Road.

18 **BE IT FURTHER RESOLVED** that staff is directed to bring to the Public Works
19 Committee and the Governing Body, for review, the plans for the drop off facility, plans for the
20 parking for persons with disabilities and the plans for the sidewalk improvements.

21 **PASSED, APPROVED, and ADOPTED** this 30th day of August 2011.

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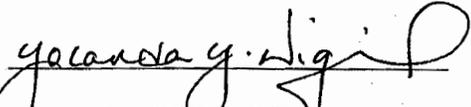
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DAVID COSS, MAYOR

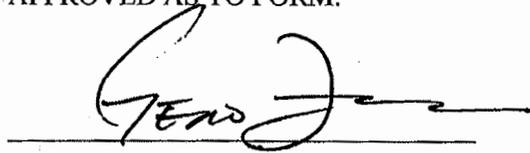
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ATTEST:


YOLANDA VIGIL, CITY CLERK

APPROVED AS TO FORM:


GENO ZAMORA, CITY ATTORNEY

GENO ZAMORA, CITY ATTORNEY

M/Melissa/resolutions 2011/Zia RR Station (Impact Fees)

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

2 **RESOLUTION NO. 2014-71**

3 **INTRODUCED BY:**

4
5 Councilor Patti Bushee
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10 **A RESOLUTION**

11 **ADOPTING THE "IMPACT FEE CAPITAL IMPROVEMENTS PLAN 2020 FOR ROADS,**
12 **PARKS, FIRE/EMS AND POLICE" TO MEET THE STATE REQUIRED IMPACT FEE**
13 **PROGRAM 5-YEAR UPDATE AS CALLED FOR IN THE STATE DEVELOPMENT FEES**
14 **ACT (5-8-30 NMSA 1978).**
15

16 **WHEREAS**, the State of New Mexico established the "Development Fees Act" (§§ 5-8-1 to
17 5-8-43, NMSA 1978) (the "Act") to enable local governments to adopt local development impact
18 fees; and

19 **WHEREAS**, the Act requires periodic updates of the impact fee land use assumptions and
20 capital improvement plan at least every five years (§ 5-8-30); and

21 **WHEREAS**, the "*Impact Fee Capital Improvements Plan, 2020*" provides the background
22 and basis for approving new projects and adopting a new fee schedule; and

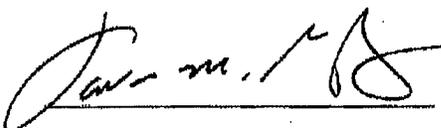
23 **WHEREAS**, the City previously adopted the "*Impact Fee Capital Improvements Plan and*
24 *Land Use Assumptions, 2007-2012*" (Resolution 2008-7) and amended the "*Impact Fee Ordinance*"
25 (Ordinance 2008-2; SFCC 14-8.14) on January 9, 2008, all in accordance with the

1 Act.

2 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
3 CITY OF SANTA FE that the Governing Body hereby adopts the "Impact Fee Capital
4 Improvements Plan and Land Use Assumptions 2020 for Roads, Parks, Fire/EMS and Police,"
5 attached hereto as Exhibit "A."

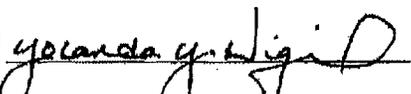
6 PASSED, APPROVED and ADOPTED this 27th day of August, 2014.

7 CITY OF SANTA FE:

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9 JAVIER M. GONZALES, MAYOR

10 ATTEST:

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14 YOLANDA Y. VIGIL, CITY CLERK

15 APPROVED AS TO FORM:

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17 KELLEY A. BRENNAN, CITY ATTORNEY
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25 M/Melissa/Resolutions 2014/2014-71 Impact Fee CIP 2020

Excerpt attached

EXHIBIT "A"

**Impact Fee
Capital Improvements Plan 2020
for Roads, Parks, Fire/EMS and Police**

City of Santa Fe, New Mexico

June 2014

CIAC APPROVED DRAFT

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APPENDIX G: CAPITAL FACILITY PLANS

Table 80. Planned Major Road Improvements, 2014-2020

Project Name	Location	Cost Estimate
Cerrillos Rd, Phase IIC	Camino Carlos Rey to St. Michaels Dr.	\$10,300,000
Calle P'o Ae Pi	Airport Road to Rufina St.	\$500,000
Bike Lanes/Sidewalks	Reconstruction / Expansion	\$4,000,000
Rufina St.	Harrison Rd. to Camino Carlos Rey	\$500,000
West Alameda St.	La Joya Road to Siler Road	\$3,000,000
Zia Station Infrastructure	Zia Road Rail Station	\$300,000
Total, Road Improvements		\$18,600,000
Agua Fria / South Meadows		\$1,000,000
Agua Fria / Cottonwood		\$1,000,000
Airport Road / Ca P'o Ae Pi		\$350,000
Airport Road / Jemez		\$100,000
Carrillos / Sandoval / Manhattan		\$1,000,000
Galisteo / St. Michaels		\$350,000
Galisteo / Rodeo		\$350,000
Galisteo / San Mateo		\$350,000
Paseo de Peralta / Marcy		\$350,000
Rufina / Ca P'o Ae Pi		\$350,000
Rufina / Lopez		\$500,000
Sandoval / Montezuma		\$500,000
Total, Intersection/Signalization Improvements		\$6,200,000
Total, All Road Projects		\$24,800,000

Source: Planned Improvements and costs from City of Santa Fe Long Range Planning Division, November 5, 2013 and April 1, 2014.

Appendix G: Capital Facility Plans

Table 81. Planned Park/Trail Improvements, 2014-2020

Project Name	Cost Estimate
Colonia Prisma Park	\$50,000
Las Acequias Park Phase 2	\$89,000
Los Soleras Park	\$7,250,000
Nava Ade Park Development (Phase 2- South Park)	\$2,115,000
San Isidro Park	\$20,000
Southwest Activity Node (SWAN - Tierra Contenta) Ph 2-4	\$18,670,000
Small Parks (new)	\$500,000
Play Equipment (new)	\$200,000
Neighborhood & Community Park, Subtotal	\$28,684,000
Acequia Trail - Underpass at St. Francis/Cerrillos	\$3,600,000
Acequia Trail - Otowl Rd. to Harrison Rd.	\$535,000
Arroyo Chamiso Trail - Villa Linda Park to Governor Miles Road	\$610,000
Cañada Rincon Trail - Calle Mejia to Cam. Francisca/Ave. Rincon	\$250,000
Dale Ball Trail Improvements and Extensions	\$50,000
La Tierra Trail - Connections to Camino de las Cruces & Montoyas	\$800,000
MRC Trail Improvements and Extension	\$225,000
Rail Trail - Pen Road to Alta Vista	\$660,000
River Trail & Parkway - St. Francis Drive to Canyon Road	\$1,000,000
Tierra Contenta Trail - Buffalo Grass Road to Camino Entrada	\$600,000
Trails, Subtotal	\$8,230,000
Parks & Trails, Total	\$37,124,000

Source: City of Santa Fe Long Range Planning Division, November 16, 2013.

Table 82. Planned Fire/EMS Improvements, 2014-2020

Improvement	Building Sq Feet		Building Cost	Equipment Cost	Total Eligible Cost
	Existing	Proposed			
New Southwest (Agua Fria) Station	0	10,605	\$2,520,000	\$673,000	\$3,193,000
Fire Station No. 6 Remodel*	10,156	15,000	\$1,151,050	\$0	\$1,151,050
New Las Soleras Station	0	10,605	\$2,520,000	\$525,000	\$3,045,000
Total	10156	36,210	\$6,191,050	\$1,198,000	\$7,389,050

* Construction cost represents share of expansion only.

Source: City of Santa Fe Fire Department, November 4, 2013 and February 17, 2014.

Table 83. Planned Police Improvements, 2014-2020

Improvement	Cost
Professional Standards-Camino Entrada	\$125,000
Police Records	\$220,000
Police Main Facility/Evidence Room	\$300,000
Total	\$645,000

Source: City of Santa Fe Police Department, November 4, 2013 and April 10, 2014.



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** or CONTRACT AMENDMENT

2 Name of Contractor _____

3 Complete information requested Plus GRT

Inclusive of GRT

Original Contract Amount: \$300,000 Impact Fee Credit max.

Termination Date: _____

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Road Impact Fee Credit Agreement with Zia Station, LLC for construction of improvements necessary to open Zia Station for Rail Runner service.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Compensation

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: Compensation

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: Compensation

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: Compensatin and Term

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: Compensation

Total of Original Contract plus all amendments: \$ 300,000 maximum in credits



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

[] RFQ _____ Date: _____

[] Sole Source _____ Date: _____

Other Exempt from Procurement (_____)

6 Procurement History: _____
example: (First year of 4 year contract)

7 Funding Source: _____ BU/Line Item: _____

8 Any out-of-the ordinary or unusual issues or concerns:
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Irene Romero
Phone # _____ -6512

[] 0 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Large empty rectangular box for comments.

May 12, 2015

Mr. Brian Snyder
City Manager
City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe NM 87504-0909

Dear Mr. Snyder,

After discussions with our project partners, we are wishing to place with the City of Santa Fe, at the earliest possible date, a \$150,000 escrow payment as a show of good faith that Zia Station LLC remains committed to engineering, permitting, and installing the necessary public improvements around the Zia Road platform of the NM Rail Runner Express.

The \$150,000 represents a 'good-faith' estimate of the costs associated with the improvements shown on the Conceptual Plan prepared by the City of Santa Fe in 2011 as part of its determination to request the NMDOT to open Zia Station. Should the final project design and estimated costs exceed our \$150,000 'best guess', Zia Station, LLC will negotiate an appropriate performance-guarantee amount with the City of Santa Fe, and proceed post-haste with the construction of the station area improvements.

We would like to hear from you at the earliest possible date as to the appropriate mechanism for placing our initial payment in escrow with the City of Santa Fe.

Sincerely,



Merritt F. Brown
Zia Station, LLC

cc: Mayor Javier Gonzales
Tom Church, Cabinet Secretary, NMDOT
Keith Wilson, SFMPO
Frank Sharpless, Transit and Rail Director, NMDOT
Bill Craven, Rail Bureau Manager, NMDOT

	Commercial/Residential	Construction Management	TEL	505 / 473-7800
	Real Estate	Development	FAX	505 / 473-7840
	Post Office Box 5735 ■ Santa Fe, New Mexico ■ 87502		WEB	sfbrown.com