ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/15/15
FOR CITY COUNCIL MEETING OF 09/30/15

ISSUE:

11. Request for Approval of Memorandum of Understanding between Stacy Community Property Trust Allowing Discharge into County Wastewater Collection System and then into City Wastewater Collection and Treatment System – Stacy Community Property Trust Located Outside the Presumptive City Limits in Agua Fria Village; Santa Fe County. (Stan Holland)

FINANCE COMMITTEE ACTION:

Approved as Discussion item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

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

4-13-15

ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 9/2/15

ISSUE NO. 22

Request for approval of a Memorandum of Understanding between the City of Santa Fe and Santa Fe County regarding the provision of wastewater collection and treatment service for the Stacy Community Property Trust located outside the presumptive city limits in Agua Fria Village. (Stan Holland)

Public Utilities Committee – 9/2/15
Finance Committee – 9/15/15
City Council – 9/30/15

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 9/15/15 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP: Councilor Ives asked for additional information regarding timely payments and UEC charges before it goes to City Council.

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	x		
COUNCILOR MAESTAS	Excused		
COUNCILOR BUSHEE	x		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	x		

City of Santa Fe, New Mexico

memo

Date: August 14, 2015

To: Public Utilities Committee/Finance Committee/City Council

Via: Nick Schiavo, Public Utilities Department and Water Division Director NSA

Via: Shannon W. Jones, Wastewater Management Division Director

From: Stan Holland, Engineer, Wastewater Management Division

Subject: Request for Approval of a Memorandum of Understanding between the City of Santa Fe and Santa Fe County Regarding the Provision of Wastewater Collection and Treatment Service for the Stacy Community Property Trust Located outside the Presumptive City Limits in Agua Fria Village

HISTORY

Under the terms of the 2008 Settlement Agreement and Section 22-6.2 of the Santa Fe City Code (SFCC), Santa Fe County is requesting connection to the City's sewer system for the Stacy Community Property Trust. The Stacy Trust Property is a 17.0-acre parcel and a 2.40-acre parcel located on the north and south sides of Agua Fria Road within the Traditional Village of Agua Fria. The owner of the Stacy Trust Property intends to develop a residential subdivision on the property, with approximately 51 single-family lots on the 17.0-acre parcel and four (4) residential lots on the 2.32-acre parcel. Since the property is outside the City limits, the sewer collection service will be considered part of the County utility, but the sewage will ultimately discharge into the City sewer system for conveyance and treatment to the City's wastewater treatment plant. Therefore, in accordance with the process described in City of Santa Fe Ordinance No. 2008-53, Section 2, the County must submit an application for sewer service to the Water-Wastewater Review Team (WWRT). The County did so in 2010, which the WWRT subsequently approved, contingent on the approval of the subject MOU by both City and County.

The County (in March 2012) and the City (in June 2012) each approved a Memorandum of Understanding (MOU) for provision of this sewer service, but while both MOUs expressed willingness on the parts of the City and the County to provide the wastewater service to the Stacy Trust, the MOUs differed slightly, so neither MOU was countersigned and, therefore, neither MOU was executed.

Santa Fe County has recently re-submitted a request to the City to connect the Stacy Trust Property to the City's sewer system. Both City and County staff and attorney offices have

reviewed and approved to form the MOU. The MOU was approved by the Santa Fe County Commissioners at their July 28, 2015 meeting.

REQUESTED ACTION

Consideration for approval of a Memorandum of Understanding between the City of Santa Fe and Santa Fe County for a Memorandum of Understanding between the City of Santa Fe and Santa Fe County Regarding the Provision of Wastewater Collection and Treatment Service for the Stacy Community Property Trust.

Attachments:

1. MOU Between City and County
2. Exhibits A, B and C
3. Santa Fe County Request for City Sewer Service

cc: File

County Contract No. 2015-0270-UT/PL

City of Santa Fe Clerk No. _____

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY FOR THE STACY COMMUNITY PROPERTY TRUST ALLOWING DISCHARGE INTO COUNTY WASTEWATER COLLECTION SYSTEM AND THEN INTO CITY WASTEWATER COLLECTION AND TREATMENT SYSTEM

The City of Santa Fe ("City") and Santa Fe County ("County") enter into this Memorandum of Understanding this ____ day of _____, 2015, for a new sanitary sewer connection and sewer services for the Stacy Community Property Trust. The Stacy Community Property Trust, located on the north and south sides of Agua Fria Road in the Traditional Village of Agua Fria, New Mexico (Exhibit A- Vicinity map), will connect to a County wastewater collection system, which discharges into the City's wastewater collection and treatment system. The Stacy Community Property Trust is a 17.0-acre property and 2.40-acre property (Exhibit A) described in the legal descriptions and plats attached hereto as Exhibit B (Tract of Land) and Exhibit C Recorded Legal Survey Plats

RECITALS

1. The City and the County entered into a "Settlement Agreement and Mutual Release of Claims" on May 19, 2008, which addressed issues of annexation in general, the presumptive city limits, and the need to "establish sensible water and wastewater utility service areas for the City and County."

   Under Section 2(m) of the Settlement Agreement, "The City shall provide water and wastewater service within the presumptive city limits and shall not provide water and wastewater service outside the presumptive city limits unless required by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission, unless otherwise agreed upon between the City and the County in a separate written agreement."

2. The Stacy Community Property Trust property is located outside the presumptive city limits as defined in the "Settlement Agreement and Mutual Release of Claims" of May 19, 2008. The Owner of the Stacy Community Property Trust intends to develop a residential subdivision on the 17.0-acre property comprising approximately 50 lots and four (4) residential lots on the 2.40-acre property.

3. Section 22-6.2 of the Santa Fe City Code (SFCC) provides a process whereby connections to the City's sewer system outside of the City limits can be established under specific conditions, including review by a water/wastewater review team (WWRT) made up of "City and County staff from the Water Division, the Wastewater Division, the City attorney's office, the County Attorney's Office, the Land Use Departments and the Office of Affordable Housing."

4. Santa Fe County Utility Division submitted a letter application (application) to the WWRT on behalf of the Stacy Community Property Trust requesting connection of the Stacy Community Property Trust to the City's wastewater collection and treatment system on June 3, 2010.

5. On June 3, 2010, the WWRT met to review the application. The WWRT members determined that the application was complete and that the application met the requirements of SFCC Section 22-6.2.

6. On June 27, 2012, the City of Santa Fe approved "Memorandum of Understanding between the City of Santa Fe and Stacy Community Property Trust and Its Agents and Santa Fe County For A County Wastewater Collection System Discharging Into the City Wastewater Collection and Treatment System" that allowed the County to connect the Stacy Community Property Trust to the City's wastewater collection and treatment system as a County wholesale customer. On March 13, 2012, the Santa Fe County Board of County Commission passed "Memorandum of Understanding between the City of Santa Fe and Stacy Community Property Trust and Its Agents and Santa Fe County For A Master Meter Installation In the City Water Distribution System And For A County Wastewater Collection System Discharging Into the City Wastewater and Treatment System." While both MOUs expressed willingness on the parts of the City and the County to provide wastewater service to the Stacy Community Property Trust, neither MOU was countersigned and, therefore, neither MOU has been executed.

AGREEMENT

1. Connection of the Stacy Community Property Trust to City's Wastewater Collection and Treatment System: The Stacy Community Property Trust is authorized to connect to the County wastewater collection system and discharge its wastewater into the City's wastewater collection and treatment system.

2. Compliance with Federal, State and Local Law. The County agrees to maintain and operate the County wastewater collection system as required by all applicable Federal, State, and local laws and shall comply with all applicable requirements imposed upon City utility customers. The City's affordable housing ordinance, SFCC §14-8-11(D), does not apply, pursuant to SFCC §22-6.2(G).

3. Metering Requirements. The County shall require the Stacy Community Property Trust to install a water meter pursuant to the Customer Service Policies (County Policies) of the Santa Fe County Water Utility (County Utility), adopted by Resolution No. 2012-88, which may be amended from time to time. The County will collect the metered usage in accordance with County Policies, approximately on a monthly basis. The County will report the metered water usage and other pertinent billing information to the City on a monthly basis for use in calculating the invoice for the wastewater bill to be paid by the County in accordance with the City's most current rates.

4. Utility Expansion Charges. The County shall pay or cause to be paid the City's Utility Expansion Charge incurred by Stacy Community Property Trust under SFCC Section 22-6.6.

5. Service Fees. The County agrees to pay to the City the sum of the City's monthly service fees under SFCC Section 22.7, as it may be amended from time to time, for wastewater

collection and treatment services provided for the wastewater discharge by the Stacy Community Property Trust.

6. SFCC Section 22.9 and SFCC Section 22.10. The County agrees that the discharges from any commercial/industrial properties within the Stacy Community Property Trust shall be subject to the provisions of SFCC §22.9, ***Industrial Pretreatment Regulations and Procedures,*** and SFCC §22.10, ***Wastewater Extra Strength Surcharge Program***, as they may be amended from time to time.

7. Pre-treatment Requirements. If determined to be necessary by the City, the City will issue a significant industrial user permit to appropriate commercial/industrial Stacy Community Property Trust properties in accordance with SFCC§22.9, in which case all permit conditions and requirements must be met by the Stacy Community Property Trust or any other occupant of the property as a condition of service.

8. Service Area. Except as otherwise authorized in separate agreements between the City and County, the County will not permit properties outside of the designated service area set forth in Exhibit C to connect to the City's wastewater collection and treatment system without prior written approval from the City and County pursuant to the Settlement Agreement.

9. Successors & Assigns. This Memorandum of Understanding will inure to the benefit of the Parties' successors or assigns.

10. Amendments. This MOU may be amended in writing by agreement of all the parties.

11. Effective Date and Term. This agreement shall be effective upon the signature of all the Parties and shall be perpetual; provided, however, that the County may terminate this agreement when it is willing and able to provide wastewater treatment services for the Stacy Community Property Trust through its own or another wastewater treatment system; that the City may terminate this agreement for failure by the County or Stacy Community Property Trust to comply with the provisions of this agreement; and that this agreement may be terminated by either party pursuant to Paragraph 12, Bateman Act Compliance. If the City intends to terminate this agreement for failure to comply, the City shall give the County one hundred twenty days advance, written notice of termination, during which period the County shall have the right to cure the failure to comply.

12. Bateman Act Compliance. The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made or given by the City and County to perform under this Agreement. If sufficient appropriations and authorizations are not made or given by the City or County, this Agreement may be terminated or this Agreement may be amended in accordance with Paragraph 10. A party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

For the City:

Javier Gonzales, Mayor
City of Santa Fe

Date

Attest:

Yolanda Y. Vigil, City Clerk

Date

Approved as to Form:

Kelley Brennan, City Attorney

8/4/15
Date

Oscar Rodriguez, Finance Director

Date

For the County:

Robert A. Anaya, Chair, Board of
County Commissioners of Santa Fe County

7/28/15
Date

Approved as to Form:

Gregory S. Shaffer, Santa Fe County Attorney

7/27/2015
Date

Attest:

Geraldine Salazar, Santa Fe County Clerk

7-28-2015
Date

Carole H. Jaramillo, County Finance Director
07-27-15P02:04 RCV

7/28/15
Date

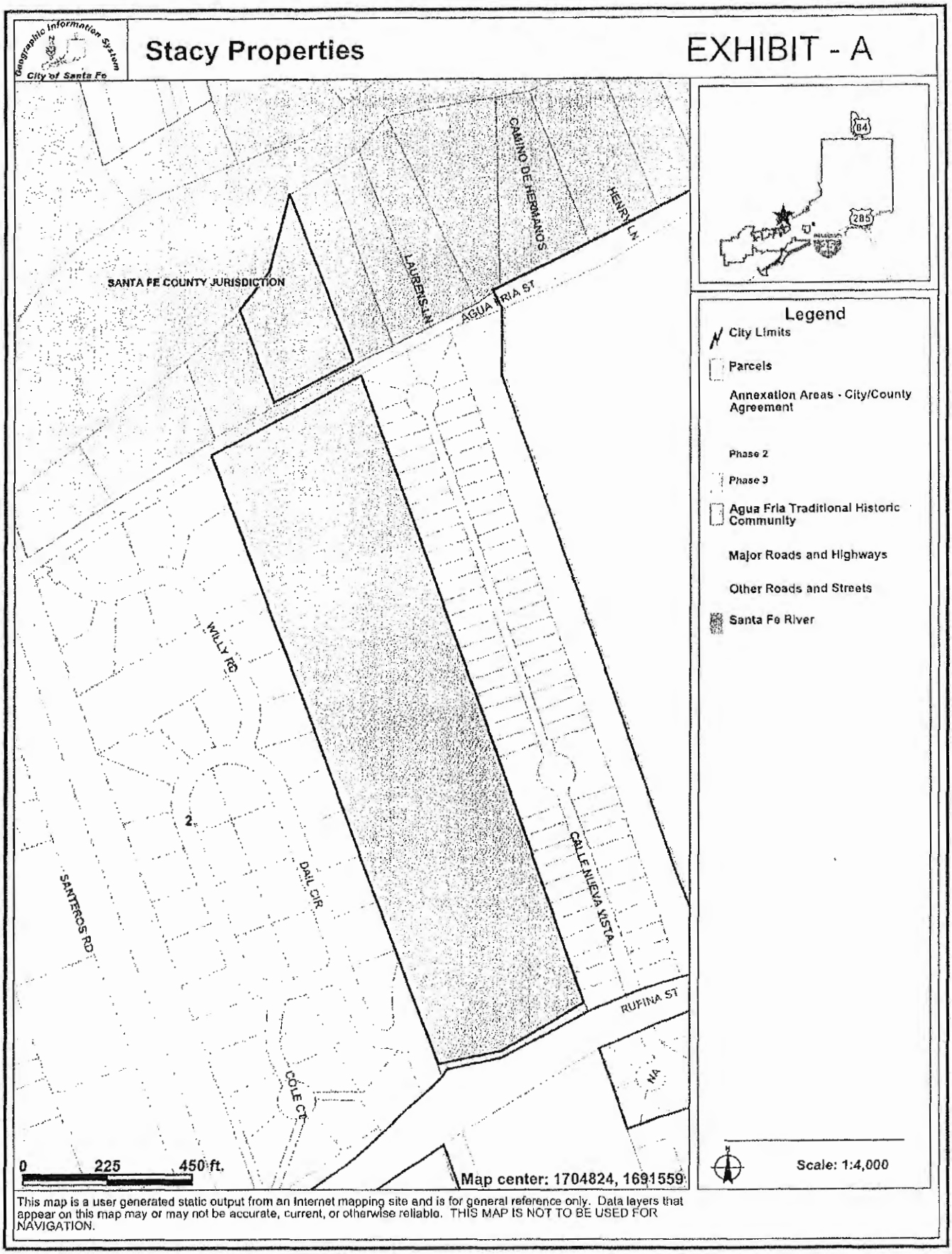

Geographic Information System
City of Santa Fe
Stacy Properties
EXHIBIT - A
SANTA FE COUNTY JURISDICTION
CAMINO DE HERMANOS
HENRY LN
LAUREN LN
AGUA FRIA ST
WILLY RD
SANTEROS RD
DAIL CIR
COLE CT
CALLE NUEVA VISTA
RUFINA ST
NA
0
225
450 ft.
Map center: 1704824, 1691559
Legend
City Limits
Parcels
Annexation Areas - City/County Agreement
Phase 2
Phase 3
Agua Fria Traditional Historic Community
Major Roads and Highways
Other Roads and Streets
Santa Fe River
Scale: 1:4,000
This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

EXHIBIT - B

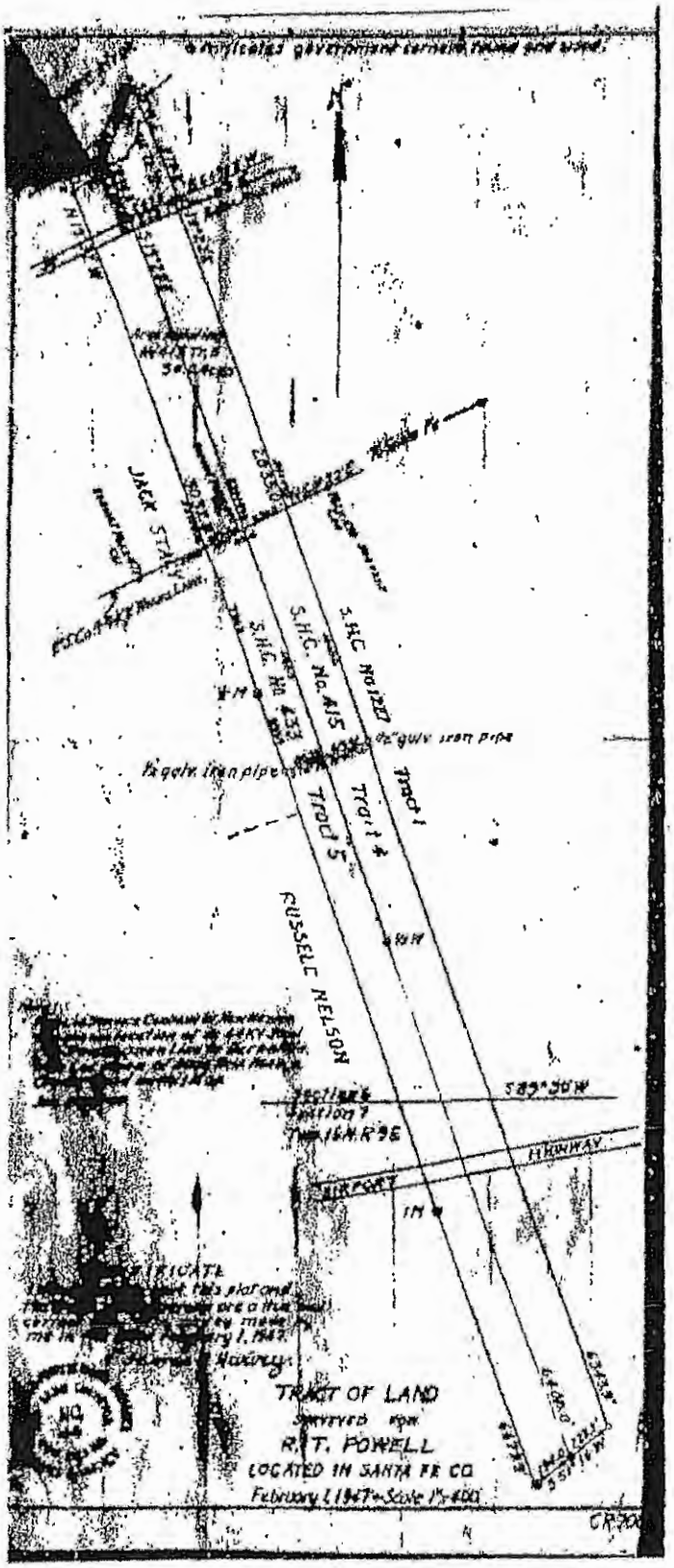
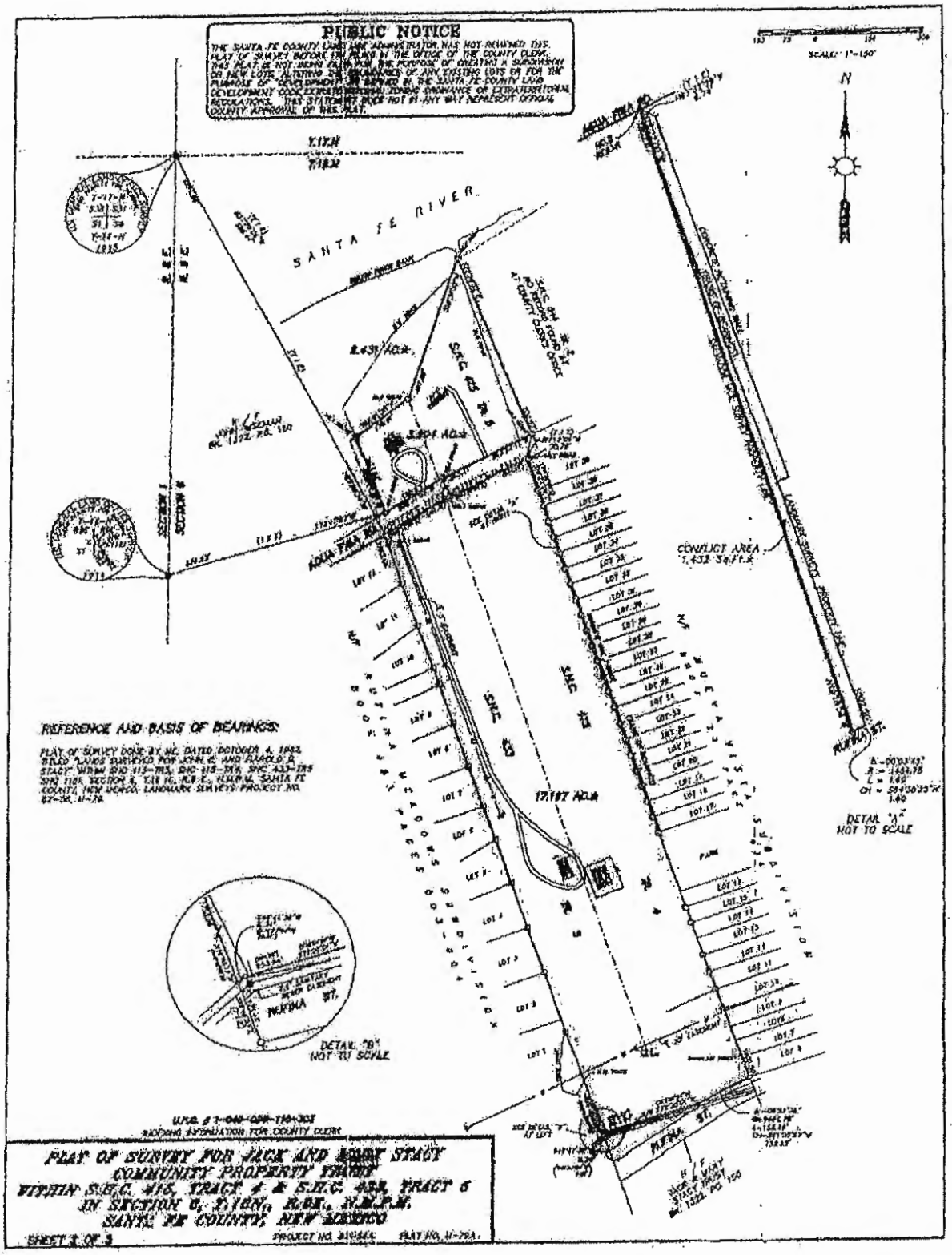
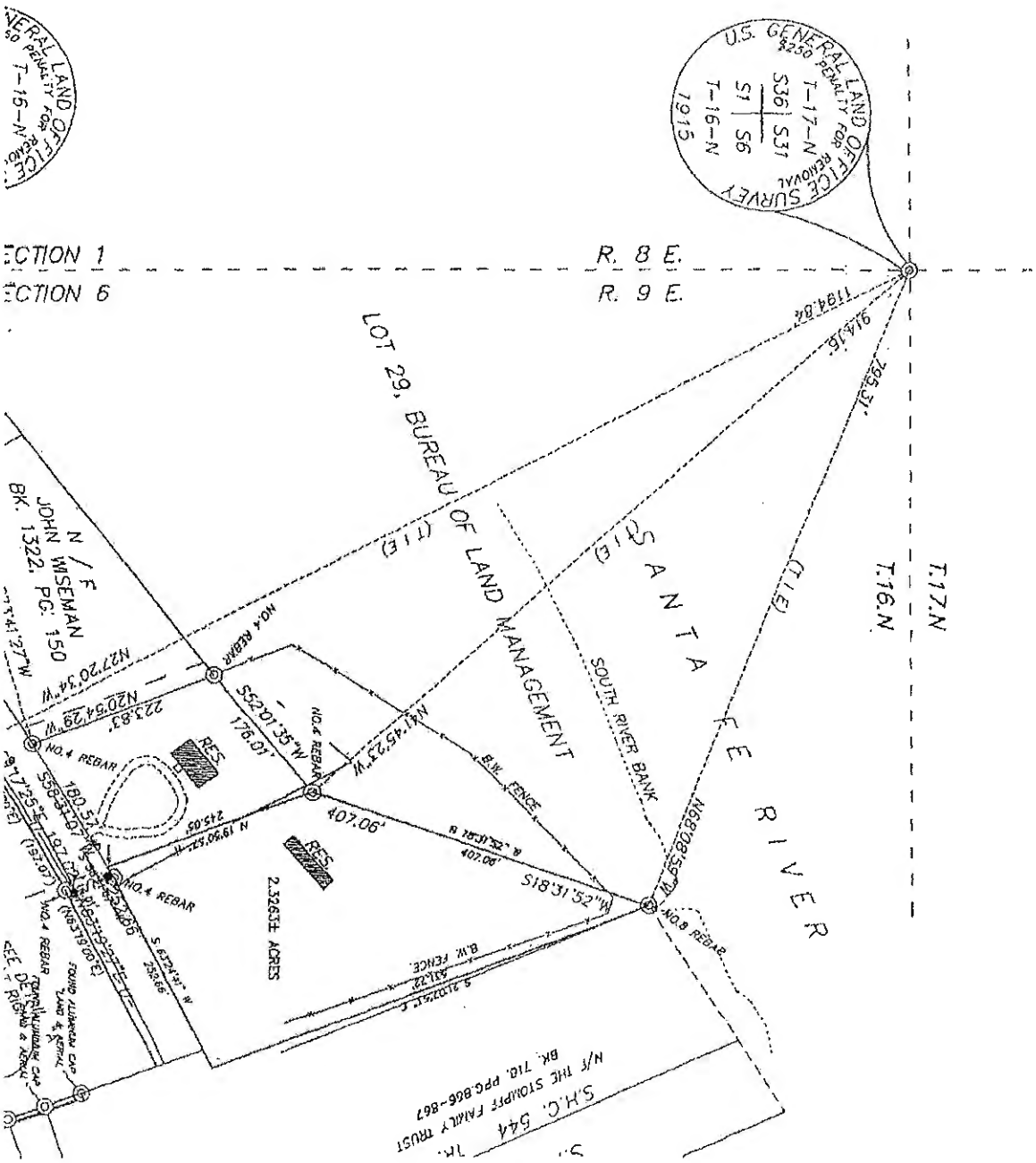

JACK STACY
S.H.C. No. 415
S.H.C. No. 433
Tract 1
Tract 4
Tract 5
RUSSELL NELSON
HIGHWAY
TRACT OF LAND
R. T. POWELL
LOCATED IN SANTA FE CO.

EXHIBIT - C



Plat, 17.0-Acre Tract

EXHIBIT - C



Plat, 2.32-Acre Tract

EXHIBIT - C

Tract No. 5 of Small Holding Claim No. 415; Tract No. 4 of Small Holding Claim No. 415 and Tract No. 5 of Small Holding Claim No. 433, all being located in Sections 6 and 7, Twp. 16 N., R. 9 E., N.M.P.M., Santa Fe County, New Mexico, more particularly described as follows: Beginning at a point on the west side of Tract No. 5 of Small Holding Claim No. 433 marked by granite stone firmly set marked 1/2 M. and set for the one-half mile corner on the west side of said Small Holding Claim No. 433, Tract No. 5; thence N. 19° 32' W. 2640.0 ft. to a point marked by half inch galvanized iron pipe, said point being the northwesterly corner of said tract No. 5; thence N. 52° 06' E. 194.7 ft. to a point marked by half inch galvanized iron pipe; thence N. 17° 35' E. 392.0 ft. to a point marked by half inch galvanized iron pipe, said point being the northeasterly corner of Tract No. 5 of Small Holding Claim 415; thence S. 21° 10' E. 570.2 ft. to a point marked by half inch galvanized iron pipe; thence S. 66° 03' W. 23.8 ft. to a point marked by half inch galvanized iron pipe; thence S. 19° 22' E. 6343.9 ft. to a point marked by half inch galvanized iron pipe; said point being the southeasterly corner of Small Holding Claim No. 415, tract No. 4; thence S. 51° 16' W. 417.1 ft. to a point marked by a government marker, said point being the southwesterly corner of Tract No. 5 of Small Holding Claim No. 433; thence N. 19° 32' W. 4039.9 ft. to the place and point of beginning, all as shown by plat of survey made by James C. Harvey on February 1, 1947, said plat being on file with the County Clerk of Santa Fe County, and being entitled, "Tract of Land Surveyed for R. T. Powell, located in Santa Fe Co. February 1, 1947, scale 1 in. equals 400 ft."

Legal Description, 17.0-Acre Tract

EXHIBIT - C

A TRACT OF LAND BEING A PORTION OF SMALL HOLDING CLAIM NO. 415, TRACT 5, IN SECTION 6, T.16 N., R. 9 E., N.M.P.M., SANTA FE COUNTY, NEW MEXICO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH POINT, A U.S.G.L.O. BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 6, T.16 N., R.9 E., N.M.P.M., BEARS NORTH 41°45'23" WEST, 914.16 FEET; THENCE FROM SAID POINT AND PLACE OF BEGINNING, NORTH 18°31'52" EAST, 407.06 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT; THENCE SOUTH 21°07'53" EAST, 531.72 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, SAID CORNER BEING ALSO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF AGUA FRIA ROAD; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 63°24'41" WEST, 252.66 FEET; THENCE SOUTH 58°31'07" WEST, 14.01 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, SAID CORNER BEING ALSO THE POINT OF DIVERGENCE FROM SAID NORTH RIGJT-OF-WAY OF AGUA FRIA ROAD; THENCE NORTH 19°50'57' WEST, 245.05 FEET TO THE POINT AND PLACE OF BEGINNING.

SAID TRACT OF LAND CONTAINING 2.3263 ACRES MORE OR LESS.

Legal Description, 2.32-Acre Tract

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

July 21, 2015

Shannon Jones, Director
City of Santa Fe Wastewater Management Division
73 Paseo Real
Santa Fe, NM 87507

Re: Waterwater Service to Stacy Community property

Dear Mr. Jones,

Santa Fe County Utility is requesting that the City's Wastewater Management Division seek City governing body approval to provide for the collection and treatment of the residential sewer for the Stacy Community Trust Property, located in the traditional Village of Agua Fria. Both the City's and County's governing bodies approved MOUs on the matter in 2012, but because the MOUs differed slightly, neither was countersigned.

The attached memo from Public Works Department to the Board of County Commission and the proposed MOU (which staff from both the City and the County developed) further explain the history of the planned development and the process to date.

Thank you for consideration in this matter. We look forward to continuing to work with you to provide cost-effective water and wastewater service to our community.

Best,

Claudia Borchert

424 NM Hwy 599 W. Frontage Road · Santa Fe, New Mexico 87507 · Office: 505-992-9870
Fax: 505-995-3028 · www.santafecountynm.gov

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 City of Santa Fe and Santa Fe County

3 Complete information requested ☐ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: N/A

Termination Date: None-Requires City or County Action

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Memorandum of Understanding (MOU) between City and County Regarding the Provision of Wastewater Collection/Treatment Service for Stacy Property in AFTHV

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for:

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

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

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ N/A

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 MOU requires approval by governing bodies of the City of Santa Fe and Santa Fe County

6 **Procurement History:** N/A
example: (First year of 4 year contract)

7 **Funding Source:** N/A **BU/Line Item:** N/A

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:** Stan Holland, Wastewater Division Engineer

Phone # 955-4637

10 **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:
The City and the County enter into this Memorandum of Understanding for a new sanitary sewer connection and sewer services for the Stacy Community Property Trust. The Stacy Community Property Trust, located on the north and south sides of Agua Fria Road in the Traditional Village of Agua Fria, New Mexico, will connect to a County wastewater collection system, which discharges into the City's wastewater collection and treatment system and this MOU describes how the County will become a customer of the City for City sewer service.