



Agenda

CITY CLERK'S OFFICE

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PLANNING COMMISSION
Thursday, October 17, 2013 - 6:00pm
City Council Chambers
City Hall 1st Floor - 200 Lincoln Avenue

- A. ROLL CALL**
- B. PLEDGE OF ALLEGIANCE**
- C. APPROVAL OF AGENDA**
- D. APPROVAL OF MINUTES AND FINDINGS/CONCLUSIONS**

MINUTES: October 3, 2013

FINDINGS/CONCLUSIONS:

Case #2013-69. Saiz Family Transfer Subdivision. (POSTPONED FROM OCTOBER 3, 2013)

E. NEW BUSINESS

1. An ordinance annexing approximately 4,100 acres (Phase 2) in accordance with the "Annexation Phasing Agreement between the City of Santa Fe and Santa Fe County" executed in February 2009 and amended in June 2013. The Phase 2 annexation includes areas 1, 2, 4, 5, 7, 12 and the New Mexico Highway 599 right-of-way between Interstate 25 and the current City corporate boundary east of the Camino La Tierra interchange.

F. OLD BUSINESS

1. **Case #2013-37. Manderfield School General Plan Amendment.** JenkinsGavin Design and Development, agents for Manderfield LLC, request approval of a General Plan Future Land Use Map Amendment to change the designation of 1.48± acres from Public/Institutional to Medium Density Residential (7 to 12 dwelling units per acre). The property is located at 1150 Canyon Road. **The matter is being reheard on remand from the Governing Body. (Heather Lamboy, Case Manager) (REMANDED BY THE CITY COUNCIL AT THE SEPTEMBER 25, 2013 HEARING)**
2. **Case #2013-38. Manderfield School Rezoning to RAC.** JenkinsGavin Design and Development, agents for Manderfield LLC, request rezoning of 1.48± acres from R-5 (Residential, 5 dwelling units per acre) to RAC (Residential Arts and Crafts). The property is located at 1150 Canyon Road. **The matter is being reheard on remand from the Governing Body. (Heather Lamboy, Case Manager) (REMANDED BY THE CITY COUNCIL AT THE SEPTEMBER 25, 2013 HEARING)**

G. STAFF COMMUNICATIONS
H. MATTERS FROM THE COMMISSION
I. ADJOURNMENT

NOTES:

- 1) Procedures in front of the Planning Commission are governed by the City of Santa Fe Rules & Procedures for City Committees, adopted by resolution of the Governing Body of the City of Santa Fe, as the same may be amended from time to time (Committee Rules), and by Roberts Rules of Order (Roberts Rules). In the event of a conflict between the Committee Rules and Roberts Rules, the Committee Rules control.
- 2) New Mexico law requires the following administrative procedures to be followed by zoning boards conducting “quasi-judicial” hearings. By law, any contact of Planning Commission members by applicants, interested parties or the general public concerning any development review application pending before the Commission, except by public testimony at Planning Commission meetings, is generally prohibited. In “quasi-judicial” hearings before zoning boards, all witnesses must be sworn in, under oath, prior to testimony and will be subject to reasonable cross examination. Witnesses have the right to have an attorney present at the hearing.
- 3) The agenda is subject to change at the discretion of the Planning Commission.
***Persons with disabilities in need of special accommodations or the hearing impaired needing an interpreter please contact the City Clerk’s Office (955-6520) 5 days prior to the hearing date.**

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CITY OF SANTA FE
PLANNING COMMISSION
October 17, 2013

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**MINUTES OF THE MEETING
OF THE
PLANNING COMMISSION
October 17, 2013**

A regular meeting of the City of Santa Fe Planning Commission, was called to order by Chair Tom Spray, at approximately 12:00 noon, on Thursday, October 17, 2013, in the City Council Chambers, City Hall, Santa Fe, New Mexico.

A. ROLL CALL

MEMBERS PRESENT:

Commissioner Tom Spray, Chair
Commissioner Lisa Bemis
Commissioner Michael Harris
Commissioner Signe Lindell
Commissioner Lawrence Ortiz
Commissioner John Padilla
Commissioner Angela Schackel-Bordegary

MEMBERS EXCUSED:

Commissioner Dan Pava
Commissioner Renee Villarreal

OTHERS PRESENT:

Matthew O'Reilly, Director, Land Use Department
Tamara Baer, Planner Manager, Current Planning Division – Staff liaison
Melessia Helberg, Stenographer

There was a quorum of the membership in attendance for the conducting of official business.

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

Ms. Baer said the approval of the Findings/Conclusions in Case #2013-69, Saiz Family Transfer Subdivision to November 7, 2013. She said both applications for the Manderfield School in Case #2013-37 and Case #2013-38, have been withdrawn.

MOTION: Commissioner Harris moved, seconded by Commissioner Montano, to approve the Agenda as amended.

VOTE: The motion was approved unanimously on a voice vote, with Commissioners Bemis, Harris, Lindell, Ortiz, Padilla and Schackel-Bordegary voting in favor of the motion and no one voting against [6-0].

D. APPROVAL OF MINUTES AND FINDINGS/CONCLUSIONS

1. MINUTES – OCTOBER 3, 2013

The following corrections were made to the minutes:

Page 7, paragraph 3, correct as follows: "... as a condition, if accepted by the applicant...."

Page 8, paragraph 2, line 5, correct as follows: "... part of the Vistas Bonitas..."

Page 9, paragraph 2, line 1, correct as follows: "...and when they went...."

Page 9, Paragraph 7, line 3, correct as follows: "...~~thank~~ think...."

Page 9, Paragraph 8, line 2, correct as follows: "...company ~~in~~ and the City review..."

Page 9, Paragraph 8, line 3, correct as follows: "... would ~~by~~ be nonconforming, and that's when..."

Page 14, Paragraph 6, line 1, correct as follows: "...~~Mr. O'Reilly~~ Commissioner Padilla said..."

Page 15, paragraph 1, line 1, correct as follows: "Mr. Padilla said to ask forgiveness instead of permission ~~beforehand~~ is..."

Page 15, paragraph 2, line 1, correct as follows: "Mr. Padilla said we need to educate..."

MOTION: Commissioner Schackel-Bordegary moved, seconded by Commissioner Padilla, to approve the minutes of the meeting of October 3, 2013, as amended.

VOTE: The motion was approved unanimously on a voice vote, with Commissioners Bemis, Harris, Lindell, Ortiz, Padilla and Schackel-Bordegary voting in favor of the motion and no one voting against [6-0]

2. FINDINGS/CONCLUSIONS

CASE #2013-69. SAIZ FAMILY TRANSFER SUBDIVISION. (POSTPONED FROM OCTOBER 3, 2013).

This item is postponed to the Planning Commission meeting of November 7, 2013.

E. NEW BUSINESS

- 1. AN ORDINANCE ANNEXING APPROXIMATELY 4,100 ACRES (PHASE 2) IN ACCORDANCE WITH THE "ANNEXATION PHASING AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY," EXECUTED IN FEBRUARY 2009 AND AMENDED IN JUNE 2013. THE PHASE 2 ANNEXATION INCLUDES AREAS 1, 2, 4, 5, 7, 12 AND THE NEW MEXICO HIGHWAY 599 RIGHT-OF-WAY BETWEEN INTERSTATE 25 AND THE CURRENT CITY CORPORATE BOUNDARY EAST OF THE CAMINO LA TIERRA INTERCHANGE.**

A Memorandum dated October 17, 2013, with attachments, to the Planning Commission, from Reed Liming, Long Range Planning Division Director, regarding City Initiated Annexation, Phase 2, is incorporated herewith to these minutes as Exhibit "1."

Reed Liming presented information from his Memorandum for the Special Meeting of Thursday, October 17, 2013. Please see Exhibit "1," for specifics of this presentation.

Mr. Liming noted the final exhibit in the Commission packet [Exhibit "1"] shows all of the steps that were taken leading up to this point in the process, including the extraterritorial hearings last month.

Matthew O'Reilly, Director, Land Use Department, said what is being asked of the Planning Commission tonight is to make a recommendation to the Governing Body with regard to this item.

Public Hearing

Carla McCutcheon, 11 West Gutierrez, #3276, Santa Fe. Ms. McCutcheon said she owns property on Jemez Road. She said there is a piece of Jemez Road that is south of Airport Road. She said she doesn't know where they got the list of owners' addresses to mail the letters, but her houses are rented out and she didn't see the letters until last week, nor did she see any signs posted. She said she would like to see the minutes, and asked if she can get copies of the minutes from the September meetings that have to do with Area 5. She asked who would be in

charge of the part of Jemez Road that is south of Airport Road – the City or the County. She said there probably were residents on that street that probably attended the earlier meetings and they may have inquired about speed humps. She said that road ends in a trailer park and those people “come home at about 60 mph down that piece of road.” She is hoping they attended.

Ms. McCutcheon asked if zoning is different from covenants. She said she spoke with someone before the meeting and he told her whatever “it is zoned will remain zoned.” She said some of it is split between commercial and residential. She asked, if the zoning is going to follow into the annexation in the same framework, do the covenants of a neighborhood go into the annexation or can some of those be voided, “not these housing developments, but much older houses in that little funky strip right there before they built the apartments.”

Chair Spray asked Mr. O'Reilly if he would like to address Ms. McCutcheon's questions.

Matthew O'Reilly said he can answer Ms. McCutcheon's questions right now, if these are her only questions.

Ms. McCutcheon said, “So far. My renters just gave me this. They thought it was theirs I guess.”

Mr. O'Reilly said, “With regard to her last question about, is zoning the same as covenants, it is not. All of this property was zoned during the Phase 1 Annexation process four years ago. The zoning and the annexation have no effect whatsoever on any existing recorded covenants in neighborhoods. People in a neighborhood association that have covenants and restrictions can revise them at their will if the association votes to revise them.”

Mr. O'Reilly continued, “In terms of whether that road is currently a City road or is going to be upgraded in some way, I think Mr. Liming can answer that question.”

Mr. Liming said, “In your packet there is a spreadsheet at the end of the City/County Road Maintenance Agreement. Jemez Road from Airport to Agua Fria is included, but I don't see a reference to Jemez Road south of Airport. So my only conclusion can be that the County has previously maintained Jemez Road between Airport and Agua Fria, not necessarily the portion south of Airport Road. It doesn't show up on the list of roads to be improved and then turned over to the City for future maintenance.”

Chair Spray asked staff to address Ms. McCutcheon's questions about the minutes.

Mr. O'Reilly said, "The minutes of the Extraterritorial Land Use Commission, we can get copies of those minutes, so ma'am, if you would like to leave me your name and address, I can get you copies of those later, and send them to you."

Ms. McCutcheon wants them mailed to her mailing address and not to the Jemez Road address.

Mr. O'Reilly reiterated if Ms. McCutcheon will provide her name and address, he will get whatever minutes she wants.

Ms. McCutcheon asked if the City maintains Jemez Road between Airport and Agua Fria.

Mr. Liming said, "Reading from the list that's in your packet, that the City and County prepared, that portion of Jemez from Airport Road north is on the list to be improved by the County and then turned over to the City, between Airport and Agua Fria. I don't see a reference to that portion of Jemez Road south of Airport. If you will leave me your name and number, I will double check. We've already had one example where a road was left off which I believe by the City and County, and should have been added. I will be glad to double check that and call you. But I don't see in the listing here, any reference to Jemez Road south of Airport."

Chair Spray asked Ms. McCutcheon if this answers her questions.

Ms. McCutcheon said, "It does, kind of. Is it too late to ask for improvements on that Road, whoever it is that... I guess if the County has the main part of Jemez Road, it also maintain the tail end of Jemez Road. So it would be the County one would go to, to ask for these improvements during the phase of whoever is fiscally responsible for improvements before it's turned over to the City."

Chair Spray said the best avenue for that is communication with Mr. Liming, who can give her much more detailed information, and reiterated the request for her address and phone number so staff can contact her and answer the questions in much more detail that we can right now.

Ms. McCutcheon said, "The simplistic part of the question is, if there is allowable time for input into the improvement of the road."

Chair Spray said she is providing input now which will be part of the minutes of this meeting, and the people who are involved are receiving her input at this moment.

Ms. McCutcheon said, "Then I request from this body and this gentleman, whoever he represents, that there be speed bumps put on the southern part of that road. There are many children and families living there and a trailer park at the end. They come through there at about 55 mph. It's a big long stretch of road, like about as long as 3 city blocks, but it's not broken up into city blocks. It's like a quarter mile little stretch of road that ends in a trailer park. So, that's outside of the realm of questions, so now, that's a request, and I have formally made it as a property owner. Right."

Chair Spray said, "You have been heard and that's part of the minutes."

Ms. McCutcheon said, "That will happen. Okay. And then the changing of the covenants in order to be able to sell the property in a certain fashion is up to the neighborhood association, is my understanding."

Chair Spray, "I think as Director O'Reilly had mentioned it, the zoning and covenants are two different things and covenants can be changed by neighborhood associations as they wish. That is outside the purview of this."

Ms. McCutcheon said she thinks the neighborhood association dissolved in the fifties.

Chair Spray said, "Things could be reconstituted, that is of course entirely up to you."

Ms. McCutcheon said, "Okay. Reconstituted and get it done. Okay, thank you. I just wanted some copies of the minutes, just so I know what's happening. A lot of my material came to me in Spanish. Some of the pages are in English, and I read Spanish, but not at this level."

Chair Spray said, "Thank you. We'll make sure we get this right."

[STENOGRAPHER'S NOTE: Throughout her testimony with regard to responses from staff and questions/responses from the Commission, Ms. McCutcheon complained that she couldn't hear because of the acoustics, and asked for repetition of answers and responses by the Commission Chair and staff.]

The Public Testimony Portion of the Public Hearing was closed

The Commission commented and asked questions as follows:

- Commissioner Schackel-Bordegary asked, if the road is not on the list, if it a private road, or owned by the County and just didn't get included..

Mr. O'Reilly said David Catanach from Streets & Drainage Maintenance is here, and might be able to answer that question. He said, "My understanding, generally is that over many long months and actually years, the City Council and the Board of County Commissioners struggled over exactly what improvements were going to be needed to what roads in order for the City to take them over, and a timetable for that. And that's part of what you see in Exhibit A in the packet. Private roads that are in the County are going to remain private. So if there's been a little subdivision that had a private road, that road is still the responsibility of that homeowner's association, or that group of homeowners."

Mr. O'Reilly continued, "I think you've heard tonight, we simply don't know the status of this small piece of Jemez Road that is south of Airport that has been referred to, and we'll find out. If it's an oversight and it was meant to be on this list, and just didn't end up on the list, I think it would be put on the list if it was done an oversight. If it was specifically left off through negotiations between the City Council and the Board of County Commissioners, I think it unlikely that it would be added on at this point."

Commissioner Ortiz said, "Mr. Chair, a comment and a question. Being a former Street Director, I don't remember ever maintaining Jemez Road. I believe it was always County, but I believe there's a portion of it that's private when it enters the mobile home park. So I think the County maintains a portion of it, and at the mobile home park, it turns into a private roadway. Of course Mr. Catanach could probably answer as to what the status is now, but I don't ever remember maintaining that."

Mr. O'Reilly said, "If I could just add again, if roads are private, they are going to stay private. The City is not going to take over peoples' private roads, and the maintenance of those roads are going to remain with the private property owners."

- Chair Spray said that is clear in the packet. He invited Mr. Catanach to speak to Commissioner Ortiz's question.

David Catanach, Streets & Drainage, City of Santa Fe, said, "The question you asked about the south portion of Jemez Road is, well the list that was given to us was provided by the County. And they mentioned to us that these are the roads they maintain. And part of the agreement, as he mentioned before, only the roads that they maintain are the ones that we're going to take over. So that segment you're talking about was not listed, so we didn't evaluate that particular portion. There are several streets that are south of Airport Road that, as you mentioned, are private roads, and they're not going to be taken over by the City. And some of them are good sized roads. Academy... there's several of them."

- Commissioner Ortiz said that is correct, noting he lives in a private subdivision, Vista Primera, and they have 23 streets in the subdivision that will remain private, and will not be maintained by the City after annexation. He said their homeowners association continues to maintain those.
- Commissioner Ortiz continued, "I just wanted to clarify that to everybody else on this, but I did have a question or a comment. I'm always concerned about streets and drainage in the future years. And, of course, being there for a long time, I never saw Streets & Drainage grow much, in terms of having personnel to maintain what we actually had. Now we're adding more streets and I hope that City staff, or senior staff has taken an aggressive approach at that in trying to increase the amount of people in Streets and Drainage to deal with these things in the future. Because I realize they're going to be improved, but it becomes a City issue forever, and unless Streets & Drainage grows, it's going to be a really hard thing to be able to maintain that. And I'm glad you are here tonight Mr. Catanach, because you can explain if your division has grown in the last 7 years, or has it decreased in the last 7 years."

Mr. Catanach said, "It definitely has decreased. We're down about 7 people from probably when you left. Our total group right now is 35 including temporaries, and that's a small group. There are provisions there that Reed can probably tell you about to increase some of the personnel, and you know more about those than I do. It's been a concern of ours. Because of the budget issues that have been hitting the City, we did lose several positions and were unable to bring them back. We're at a point where, through transition, a lot of people have retired, and we're bringing in new folks, and we're bringing them in for training. It's evolving pretty well, but we recognize that our group is quite small, and with this expansion, what's going to be required is going to need more personnel. It's a challenge."

- Commissioner Ortiz said, "I absolutely remember those challenges. And I just thought this would a great time to bring it up, because we now are expanding that many more streets. And it's important for Streets & Drainage to increase. In the general perspective, from the public, fire, police, they get lots of people, it's real important. But there's also another real important piece, and it has been Streets & Drainage and it's always, has for many years, been left behind in the process. And I hope that we're taking a pro-active approach to that part of this annexation."

Mr. Catanach said, "You're correct. We're hoping and we always bring up the issue that we're under-staffed, under-manned and under-equipped. Budget issues have been a big issue. Hopefully, the General Fund is going to improve. At this point it hasn't."

- Chair Spray asked Mr. Liming, regarding the financial report, if he would be the person who normally would fill out the Financial Impact Report, and Mr. Liming said yes. Chair Spray said it was included in the packet, and there was a blank page with a one-page narrative on the back, and asked if this correct.

Mr. Liming said yes, that's how the FIR is being presented, a summary.

- Chair Spray said, "I'm looking at the narrative on the back page. \$9.8 million of new costs over 4 years, and I think this relates to what we were talking about a moment ago, plus a whole bunch of other things for making sure the City can provide those services. So, if we take the \$5.6 million as a new one-time cost out, I won't ask what that is for the moment, we're saying \$4.2 million of new operating personnel costs. I take it that's one million or so per year, approximate over a 4 year period."

Mr. Liming said, "That would be at the end of all of the hiring that is planned, or by department what they said they will need. So when you look at all of the hiring at the end of a 4-5 year period, it would be about a \$4.2 million per year, and we expect to bring in between \$2 to \$2.5 million from the annexation area."

- Chair Spray asked, "Is the \$2.5 million, I'm looking at your revenue column, annually of new tax revenue. So that would mean, as I just did the math there, if it is approximately \$1 million year for expense, but you're bringing \$2 million in revenue."

Mr. Liming said, "We're projecting there would be a difference, revenue coming from the annexation area versus cost needed for the annexation area, on personnel of about \$2 to \$2.5 million per year. The cost would exceed the revenue. And I'll just summarize very quickly. That would be 24 new police positions, 28 new fire positions, and I believe 5 in Public Works."

- Chair Spray, "It would generate approximately \$2 million annually of new tax revenue, is that correct. \$2 million per year. Then what is the cost per year of the annexation."

Mr. Liming said, "When we get to the 4th or 5th year, and we're going to be phasing in these new positions, it would be about \$4.2 million, I believe, so there is a shortfall."

- Chair Spray said, "But you're giving me a total."

Mr. Liming said in the 4th or 5th year.

- Chair Spray said, "The 4th year is \$4.2 million in a year."

Mr. Liming said, "Right."

- Chair Spray said, "I would rewrite that narrative slightly, to say \$9.8 million of costs over 4 years. What you're saying is the \$4.2 million of new operating costs is each year. That's what it says. No. That's what it appears to say to me, as I read it, that's how it looks. Over \$4.2 million is spent over 4 years."

Mr. Liming said, "No. Let's back up. We're not going to be able to hire 24 new police and 28 new firefighters in year one after annexation. We phase in these new positions. If all of these positions are funded and hired, at the end of the 4th or 5th year, all of those positions combined would be about \$4.2 million annually. We will ramp up to the \$4.2 million."

- Chair Spray said, "You see the confusion I have on that, and I'm not sure I grasp all that either. It would be helpful I think to the Commission, but certainly to the Council or anyone looking, to understand how that works on an annual basis to make sure that it is covered. That's why, as you say here, '...department cost requests are fully implemented, it will exceed recurring revenue by \$2 million per year.' So, on that assumption, what is the plan to come up with the revenue for that \$2 million."

Mr. Liming said, "I can't say there is a specified plan laid out. It probably will be a mixture, perhaps of bonds. It may come from positions or vacancies from other places. It will probably be a menu of items to help fund all of these positions. Let me just add and I know that it's new for you, the City Council has been through a round of discussions on this with the County Commission, so their understanding over time of what this annexation would mean... they've seen the picture of what it would look like."

- Chair Spray said, "From a financial standpoint at least. And as I look at that, that would be good, just having seen that for the first time, that's what I would say when I've seen that, that certainly raises a flag that one would want to answer that question."

MOTION: Commissioner Harris moved, seconded by Commissioner Bemis, to recommend approval as presented by staff.

VOTE: The motion was approved unanimously on a voice vote, with Commissioners Bemis, Harris, Lindell, Ortiz, Padilla and Schackel-Bordegary voting in favor of the motion and no one voting against [6-0].

F. OLD BUSINESS

1. **CASE #2013-37. MANDERFIELD SCHOOL GENERAL PLAN AMENDMENT. JENKINS GAVIN DESIGN AND DEVELOPMENT, AGENTS FOR MANDERFIELD LLC, REQUEST APPROVAL OF A GENERAL PLAN FUTURE LAND USE MAP AMENDMENT TO CHANGE THE DESIGNATION OF 1.48± ACRES FROM PUBLIC/ INSTITUTIONAL TO MEDIUM DENSITY RESIDENTIAL (U TO 12 DWELLING UNITS PER ACRE). THE PROPERTY IS LOCATED AT 1150 CANYON ROAD. THE MATTER IS BEING REHEARD ON REMAND FROM THE GOVERNING BODY. (HEATHER LAMBOY, CASE MANAGER) (Postponed from July 11, 2013) (REMANDED BY THE CITY COUNCIL AT THE SEPTEMBER 25, 2013 HEARING) THIS CASE WAS FORMALLY WITHDRAWN BY THE APPLICANT ON OCTOBER 14, 2013.**

A letter dated October 14, 2013, to Tamara Baer, Planning Manager, from Jennifer Jenkins and Colleen Gavin, JenkinsGavin Design & Development, Inc., formally withdrawing applications in Case #2013-37 and Case #2013-38, is incorporated herewith to these minutes as Exhibit "2."

2. **CASE #2013-38. MANDERFIELD SCHOOL REZONING TO RAC. JENKINS GAVIN DESIGN AND DEVELOPMENT, AGENTS FOR MANDERFIELD LLC, REQUEST REZONING OF 1.48± ACRES FROM R-5 (RESIDENTIAL, 5 DWELLING UNITS PER ACRE) TO RAC (RESIDENTIAL ARTS AND CRAFTS). THE PROPERTY IS LOCATED AT 1150 CANYON ROAD. THIS MATTER IS BEING REHEARD ON REMAND FROM THE GOVERNING BODY. (HEATHER LAMBOY, CASE MANAGER) (REMANDED BY THE CITY COUNCIL AT THE SEPTEMBER 25, 2013 HEARING. THIS CASE WAS FORMALLY WITHDRAWN BY THE APPLICANT ON OCTOBER 14, 2013.**

This case was withdrawn by the Applicant. See Exhibit "2."

G. STAFF COMMUNICATIONS

Mr. O'Reilly said based on the action taken by the Planning Commission tonight, the Governing Body will take the final vote on annexation on November 7, 2013.

Mr. O'Reilly reminded the Commission of the Mayor's invitation to attend the State of the City speech on October 22, 2013, at 5:00 p.m., at the Santa Fe Community Convention Center. He said there will be a reception with food and other things, along with the Mayor's speech.

H. MATTERS FROM THE COMMISSION

Commissioner Lindell said she found out this week that Heather Lamboy has left City. She said, "I would just like to have it reflected in the minutes, how grateful I am, and I think the whole Commission is, for how wonderfully she served the City, how wonderfully she served the Planning Commission. Her presentations were wonderful and it was always a pleasure working with her. I would like to have that be in the record."

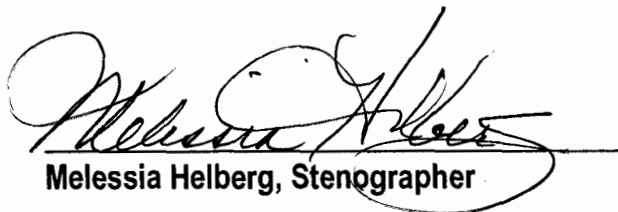
Chair Spray said, "I think we would all echo that. She did a great great job for us."

I. ADJOURNMENT

There was no further business to come before the Commission, and the meeting was adjourned at approximately 6:50 p.m.

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

Tom Spray, Chair

A handwritten signature in black ink, featuring a large, prominent 'M' and 'H' followed by a series of loops and a long horizontal stroke.

Melessia Helberg, Stenographer

City of Santa Fe, New Mexico

memo

DATE: Special Meeting of Thursday, October 17, 2013

TO: Planning Commission

VIA: Brian Snyder, City Manager *BS*
Kate Noble, Acting Director, Housing & Community Development Department *KN*

FROM: Reed Liming, Long Range Planning Division Director *RL*

RE: City-Initiated Annexation, Phase 2

RECOMMENDATION

Staff requests that the Planning Commission recommend approval of the Phase 2 Annexation.

BACKGROUND

In 2008, the City of Santa Fe and Santa Fe County reached a historic Settlement Agreement which directed the city to annex certain lands, creating clear, readily identifiable city boundaries. The land to be annexed is generally defined by existing major roadways to the west and south (State Route 599 and Interstate 25). (Note: The Agua Fria Traditional Historic Community, County Fairgrounds on Rodeo Road, and the former annexation area 18, east of the city are not part of the city-initiated annexation). The main purpose of annexation is to provide orderly and controlled growth through consistent policies and a single, unified set of regulatory controls and unified service areas under the authority of a single local government.

ANNEXATION PROCESS

As an implementing document to the Settlement Agreement, the city and county jointly executed the Extraterritorial Land Use Joint Powers Agreement. This agreement established the Extraterritorial Land Use Commission (ELUC) and the Extraterritorial Land Use Authority (ELUA) in accordance with State law, for the purpose of hearing and making recommendations on all city-initiated annexations. The Joint Powers Agreement also provides for the division of land use authority between the county and the city outside and inside the areas to be annexed.

According to a separately executed and amended Annexation Phasing Agreement (June 2013), the city and county agreed that the city would achieve the annexation for Phase 2 by including seven separately identified and mapped geographic areas. The Phase 2 Annexation includes the mapped areas numbered 1, 2, 4, 5, 7, 12 and the New Mexico Highway 599 right-of-way between Interstate 25 and the city corporate limits east of the Camino la Tierra interchange.

Exhibit "I"

The Phase 2 Annexation Petition is submitted pursuant to NMSA 1978 Section 3-7-17.1

3-7-17.1. Annexation; certain municipalities in class A counties; limitations.

A. A petition seeking the annexation of territory contiguous to a municipality located in a class A county with a population of less than three hundred thousand persons shall be presented to the city council and be accompanied by a map that shows the external boundary of the territory proposed to be annexed and the relationship of the territory proposed to be annexed to the existing boundary of the municipality.

C. Except as provided in Subsection D of this section, if the petition is not signed by the owners of a majority of the number of acres in the contiguous territory, the extraterritorial land use commission shall consider the matter and make a recommendation to the extraterritorial land use authority. The extraterritorial land use authority shall approve or disapprove the petition. If approved by the extraterritorial land use authority, the city council may by ordinance approve the annexation.

The hearing process is scheduled so that each annexation phase will be heard by the Extraterritorial Land Use Commission with a recommendation to the Extraterritorial Land Use Authority. The Authority, in turn, provides a decision to the city. If there is a favorable decision by the Authority, a public hearing will be held by the City Planning Commission, which would then make a recommendation to the Governing Body (Mayor & Council). The Governing Body would then hold a public hearing making a final decision whether or not to annex.

Prior to public hearings, the city's Early Neighborhood Notification (ENN) process was initiated as a first point of contact with affected property owners and residents. The city's ENN process requires public notification and meetings with affected property owners to discuss the intention of the city to annex. ENN meeting requirements include notifications of the meetings via 1st class mail to all affected property owners and physical addresses along with a newspaper advertisement announcing the date, time and place of each ENN meeting, as well as road signs advertising the public meetings erected throughout the Phase 2 annexation areas.

Land Use and Zoning of the Annexation Areas

City zoning designations have been approved for all of the Phase 2 areas by way of adoption of the Subdivision, Platting, Planning and Zoning Ordinance (SPPaZO). The Extraterritorial Land Use Authority (ELUA) adopted the zoning map on Thursday, August 27, 2009. The city's Land Use Department has been administering full land use authority in the Phase 2 area since 2009.

City Services – Phase-In

City services in the Phase 2 Area will be phased or rolled out according to the various city-county annexation agreements summarized below:

Road Maintenance – the city and county have agreed upon the roads that will be improved by the county, then turned over to the city for future maintenance as publicly-maintained roads (Exhibit J).

Water & Wastewater Service – the city and county agreed that water and wastewater services shall be provided by the entity in whose jurisdiction the services are provided. Utility customers will be transferred from one jurisdiction to the other based on their location and as each jurisdiction can adequately administer the accounts (Exhibit K).

City Trash Collection Service – The city is already providing weekly trash collection in some of the annexation areas and should be operating within most of the Phase 2 annexation by the end of October, 2013 (Exhibit K).

Law Enforcement – According to the city-county agreement regarding law enforcement, the city Police Department will assume patrol and response authority as follows (Exhibit L):

- Beginning July 1, 2014 – Annexation areas 5 & 7 (it is understood that area 12 will be included);
- Beginning July 1, 2015 – Annexation areas 2 & 4;
- Beginning July 1, 2016 – Entire Phase 2 annexation.

Fire / EMS Protection – According to the city-county agreement regarding fire protection and EMS service, city Fire/EMS Department will provide first response fire protection and EMS service mutual aid as follows (Exhibit M):

- Beginning January 1, 2014 – City Fire Department will provide “first response” fire protection and EMS service to areas 5 & 7 (it is understood that area 12 will be included);
- County Fire Department will maintain the current level of service in areas 2 & 4 for five years following the annexation (through 2018).

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2013-38

INTRODUCED BY:

Mayor David Coss

Councilor Carmichael Dominguez

Councilor Chris Rivera

Councilor Peter Ives

AN ORDINANCE

ANNEXING APPROXIMATELY 4,100 ACRES (PHASE 2) IN ACCORDANCE WITH THE "ANNEXATION PHASING AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY" EXECUTED IN FEBRUARY 2009 AND AMENDED IN JUNE 2013; PHASE 2 ANNEXATION INCLUDES AREAS 1, 2, 4, 5, 7, 12 AND THE NEW MEXICO HIGHWAY 599 RIGHT-OF-WAY BETWEEN INTERSTATE 25 AND THE CURRENT CITY CORPORATE BOUNDARY EAST OF THE CAMINO LA TIERRA INTERCHANGE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Pursuant to Section 3-7-17.1 NMSA 1978 (2003), the areas of land described as Phase 2 of the city-initiated annexation and shown on the accompanying annexation phasing map, Exhibit A, attached hereto (the "property") are annexed to the city of Santa Fe, thereby extending the corporate limits of the city. Exhibit A shows the contiguous relationship of the annexed lands to the city's corporate limits.

Section 2. A petition (the "petition") prepared and submitted by the city, has been

1 presented to the duly established Extraterritorial Land Use Commission for recommendation and
2 the Extraterritorial Land Use Authority for approval. The Extraterritorial Land Use Authority did
3 review and grant approval of the Phase 2 Annexation petition on September 26, 2013.

4 **Section 3.** It is in the best interest of the city and county that the areas specified in
5 the Phase 2 annexation be annexed into the city of Santa Fe. The city is ready, willing and able to
6 serve the areas included in the Phase 2 annexation, in accordance with the various city-county
7 service agreements, *see* Exhibits I-M, attached hereto.

8 **Section 4.** This ordinance shall be published one time by title and general summary
9 and shall become effective January 1, 2014.

10 APPROVED AS TO FORM:

11 
12 _____

13 GENO ZAMORA, CITY ATTORNEY
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City of Santa Fe Fiscal Impact Report (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed bill or resolution as to its direct impact upon the City's operating budget and is intended for use by any of the standing committees of and the Governing Body of the City of Santa Fe. Bills or resolutions with no fiscal impact still require a completed FIR. Bills or resolutions with a fiscal impact must be reviewed by the Finance Committee. Bills or resolutions without a fiscal impact generally do not require review by the Finance Committee unless the subject of the bill or resolution is financial in nature.

Section A. General Information

(Check) Bill: X

Short Title(s): Phase 2 Annexation Ordinance

Sponsor(s): Mayor David Coss, Councilor Carmichael Dominguez, Councilor Chris Rivera and Councilor Peter Ives

Reviewing Department(s): Housing & Community Development

Person Completing FIR: Reed Liming Date: 9-24-13 Phone: 955-6610

Reviewed by City Attorney: _____

(Signature)

Date: 9/27/13

Reviewed by Finance Director: _____

(Signature)

Date: 9/27/13

Section B. Summary

Briefly explain the purpose and major provisions of the bill/resolution.

This ordinance will officially annex Phase 2 of the "Presumptive City Limits" within the Urban Area as agreed to by the City of Santa Fe Governing Body and the Santa Fe Board of County Commissioners through various agreements.

Section C. Fiscal Impact

Note: Financial information on this FIR does not directly translate into a City of Santa Fe budget increase. For a budget increase, the following are required:

- a. The item must be on the agenda at the Finance Committee and City Council as a "Request for Approval of a City of Santa Fe Budget Increase" with a definitive funding source (could be same item and same time as bill/resolution)
- b. Detailed budget information must be attached as to fund, business units, and line item, amounts, and explanations (similar to annual requests for budget)
- c. Detailed personnel forms must be attached as to range, salary, and benefit allocation and signed by Human Resource Department for each new position(s) requested (prorated for period to be employed by fiscal year)*

1. Projected Expenditures:

- a. Indicate Fiscal Year(s) affected – usually current fiscal year and following fiscal year (i.e., FY 03/04 and FY 04/05)
- b. Indicate: "A" if current budget and level of staffing will absorb the costs
 "N" if new, additional, or increased budget or staffing will be required
- c. Indicate: "R" – if recurring annual costs
 "NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs
- d. Attach additional projection schedules if two years does not adequately project revenue and cost patterns
- e. Costs may be netted or shown as an offset if some cost savings are projected (explain in Section 3 Narrative)

See #3. Expenditure/Revenue Narrative on next page.

Column #: 1	2	3	4	5	6	7	8
Expenditure Classification	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs - Recurring or "NR" Non-recurring	Fund Affected

Personnel*	\$ _____	_____	_____	\$ _____	_____	_____	_____
Fringe**	\$ _____	_____	_____	\$ _____	_____	_____	_____
Capital Outlay	\$ _____	_____	_____	\$ _____	_____	_____	_____
Land/ Building	\$ _____	_____	_____	\$ _____	_____	_____	_____
Professional Services	\$ _____	_____	_____	\$ _____	_____	_____	_____
All Other Operating Costs	\$ _____	_____	_____	\$ _____	_____	_____	_____
Total:	\$ _____			\$ _____			

* Any indication that additional staffing would be required must be reviewed and approved in advance by the City Manager by attached memo before release of FIR to committees. **For fringe benefits contact the Finance Dept.

2. Revenue Sources:

- To indicate new revenues and/or
- Required for costs for which new expenditure budget is proposed above in item 1.

Column #: 1	2	3	4	5	6
Type of Revenue	FY _____	"R" Costs Recurring or "NR" Non-recurring	FY _____	"R" Costs - Recurring or "NR" Non-recurring	Fund Affected

_____	\$ _____	_____	\$ _____	_____	_____
_____	\$ _____	_____	\$ _____	_____	_____
_____	\$ _____	_____	\$ _____	_____	_____
Total:	\$ _____		\$ _____		

3. Expenditure/Revenue Narrative:

Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary.)

The Phase 2 annexation will have approximately \$9.8 Million of new costs over four years—approximately \$4.2 Million of new operating/personnel costs and \$5.6 Million of new one-time capital costs. If department requests are fully implemented, the Phase 2 Annexation “recurring” personnel/operating costs will exceed “recurring” revenue by approximately \$2.0-\$2.5 Million per year.

The Phase 2 Annexation areas should generate approximately \$2.0 Million annually of new tax revenue – approximately \$1.7 Million in property tax revenue and \$300,000 in additional GRT revenue.

Section D. General Narrative

1. Conflicts: Does this proposed bill/resolution duplicate/conflict with/companion to/relate to any City code, approved ordinance or resolution, other adopted policies or proposed legislation? Include details of city adopted laws/ordinance/resolutions and dates. Summarize the relationships, conflicts or overlaps.

2. Consequences of Not Enacting This Bill/Resolution:

Are there consequences of not enacting this bill/resolution? If so, describe.

The city will not be implementing the City/County Annexation Agreement and the city and county may have to go back and amend the original settlement agreement to change some of the anticipated phases and the dates those phases will be annexed.

3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

4. Community Impact:

Briefly describe the major positive or negative effects the Bill/Resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

The annexation will create clear city-county boundaries for the future, eliminating confusion over where current jurisdictions begin and end. While residential property taxes will increase approximately 10% for those being annexed (13% for commercial and vacant properties), many residents will save the increased property taxes in the form of lower trash collection fees as city solid waste customers. The city will provide faster public safety response times and annexed residents will be able to vote in city elections thereby having a greater voice in the decisions made in the urbanizing southwest area.

(Also, please see the ENN - Early Neighborhood Notification Guidelines included in the Annexation Packet for a detailed review of community impacts.)

Form adopted: 01/12/05; revised 8/24/05; 4/17/08

City Of Santa Fe Petition for Annexation 2013-1

CITY OF SANTA FE
PETITION FOR ANNEXATION OF PHASE 2 INCLUDING
AREAS 1, 2, 4, 5, 7, 12 and the Highway NM 599 Right-Of-Way from Interstate 25
to the City Corporate Limits east of Camino La Tierra as shown on the
PHASE 2 ANNEXATION MAP.

Petitioner states that:

In accordance with §§ 3-7-1 through 3-7-18 NMSA, the CITY OF SANTA FE hereby petitions the City of Santa Fe Governing Body for annexation of the land described below into the city limits of the CITY OF SANTA FE. The areas to be annexed and identified below are consistent with "AMENDMENT NO. 1 TO THE ANNEXATION PHASING AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY (Exhibit I; June 10, 2013). Pursuant to § 3-7-17.1 NMSA, the following information is provided by the petitioner:

A. The land to be annexed is generally described as:

Land generally surrounded by, or adjoining, the current City corporate limits and including the following description of the individual areas to be annexed:

Phase 2, Entire Annexation (Exhibit A);

Area 1 covers lands generally bounded by West Alameda (north), current city limits (east), Agua Fria Street (south) and the Agua Fria Traditional Historic Community boundary (west) **(Exhibit B);**

Area 2 covers lands generally bounded by Highway NM 599 (northwest), the Agua Fria Traditional Historic Community boundary (east), the Santa Fe River (south and west) **(Exhibit C);**

Area 4 covers lands generally bounded by the Santa Fe River (north), Agua Fria Traditional Historic Community boundary and current City corporate limits (east), Airport Road/current City corporate limits (south) and Highway NM 599 (west) **(Exhibit D);**

Area 5 covers lands generally bounded by Airport Road/current City corporate limits (north), current City corporate limits (east and south) and Highway NM 599 (west) **(Exhibit E);**

Area 7 covers lands generally bounded by the current City corporate limits (north), Cerrillos Road and Interstate-25 (east and southeast), and Highway NM 599 (southwest and west) **(Exhibit F);**

Area 12 covers lands generally bounded by Rodeo Road/current City corporate limits (north), Richards Avenue/current City corporate limits (east), current City corporate limits (south) and current City corporate limits (west) **(Exhibit G);**

Highway NM 599 (Veterans Memorial Highway) Right-Of-Way between Interstate 25 to the southwest and the current City corporate limits to east of Camino La Tierra to the northeast **(Exhibit H).**

B. The total land area included in this annexation contains 4,100.63 acres of land, more or less.

C. The CITY OF SANTA FE provides current municipal services to this area as follows:

- 1) Water and/or Wastewater provided by the city to some of the areas included in the annexation; (Solid Waste service is scheduled to begin August, 2013),
- 2) Police service through a mutual aid agreement with Santa Fe County;
- 3) Fire/EMS service through a shared service agreement with Santa Fe County;
- 4) Land Use Administration.

D. In addition, the CITY OF SANTA FE is prepared, willing and able to provide the following services upon annexation:

- 1) Roadway maintenance service will be provided according to the "ROADWAY IMPROVEMENTS MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SANTA FE AND THE CITY OF SANTA FE" (June 10, 2013).
- 2) Water, Wastewater and Solid Waste services will be provided according to the "AGREEMENT REGARDING WATER, WASTEWATER AND SOLID WASTE REQUIRED BY THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS" (June 10, 2013).
- 3) Law Enforcement service will be provided according to the "COUNTY OF SANTA FE AND THE CITY OF SANTA FE MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICES" (June 10, 2013).
- 4) Fire and EMS service will be provided according to the "COUNTY OF SANTA FE AND THE CITY OF SANTA FE MEMORANDUM OF UNDERSTANDING FOR FIRE PROTECTION AND EMS SERVICE" (June 10, 2013).

F. The City of Santa Fe and Santa Fe County "SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS" (February 10, 2009).

G. The Governing Body of the CITY OF SANTA FE, requested annexation of those unincorporated portions of the Urban Area. (Resolution 2006-29; February 8, 2006)

WHEREFORE, the CITY OF SANTA FE hereby Petitions the City of Santa Fe Governing Body in accordance with §§ 3-7-17.1 NMSA for the annexation of the land as described above.

9-4-13, 2013
DATE

CITY OF SANTA FE


DAVID COSS, MAYOR

ATTEST:


YOLANDA Y. WIGIE, CITY CLERK

APPROVED AS TO FORM:

 For
GENO ZAMORA, CITY ATTORNEY

Attachments:

Phase 2 Maps

Exhibit A	Map, Phase 2 Annexation
Exhibit B	Map, Annexation Area 1
Exhibit C	Map, Annexation Area 2
Exhibit D	Map, Annexation Area 4
Exhibit E	Map, Annexation Area 5
Exhibit F	Map, Annexation Area 7
Exhibit G	Map, Annexation Area 12
Exhibit H	Map, NM 599 Right Of Way

Phase 2 City/County Agreements (June 2013)

Exhibit I	AMENDMENT NO. 1 TO THE ANNEXATION PHASING AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY
Exhibit J	ROADWAY IMPROVEMENTS MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SANTA FE AND THE CITY OF SANTA FE
Exhibit K	AGREEMENT REGARDING WATER, WASTEWATER AND SOLID WASTE REQUIRED BY THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS
Exhibit L	COUNTY OF SANTA FE AND THE CITY OF SANTA FE MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICES
Exhibit M	COUNTY OF SANTA FE AND THE CITY OF SANTA FE MEMORANDUM OF UNDERSTANDING FOR FIRE PROTECTION AND EMS SERVICE

Settlement Agreement / Joint Powers Agreements / City Resolution and Ordinance

Exhibit N	SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS (2008)
Exhibit O	ANNEXATION PHASING AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY (2009)
Exhibit P	CITY OF SANTA FE RESOLUTION NO. 2006-29
Exhibit Q	SANTA FE COUNTY AND CITY EXTRATERRITORIAL LAND USE JOINT POWERS AGREEMENT
Exhibit R	CITY OF SANTA FE ORDINANCE 2008-46 ESTABLISHING THE SANTA FE EXTRATERRITORIAL LAND USE AUTHORITY (ELUA) AND THE SANTA FE EXTRATERRITORIAL LAND USE COMMISSION (ELUC).

Phase 2 City Early Neighborhood Notification Effort

Exhibit S	Early Neighborhood Notification Letter/Packet (mailed to 9,107 addresses), Signage (Location map), Newspaper Advertisement, ENN Guidelines.
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CITY OF SANTA FE



PHASE 2 ANNEXATION

ANNEXATION AREAS
DATA SUMMARY

	Acres	Population	Housing Units
AREA 1 (S West Alameda)	233.25	254	108
AREA 2 (SF River to NM 599)	507.56	1,664	472
AREA 4 (Airport Rd to SF River)	772.97	6,670	2,154
AREA 5 (Airport Rd. to Tierra Contenta)	592.34	3,484	1,310
AREA 7 (South of Tierra Contenta)	1,320.74	1,023	340
AREA 12 (Rodeo Road/Town & Country Sub.)	123.77	156	63
NM 599 ROW	550.00		
TOTALS	4,100.63	13,251	4,445

Estimates based on Census 2010 Block Level data.

The Agua Fria Traditional Historic Community (THC) is not part of The City Annexation.

-  City Limits
-  Existing City Water Lines

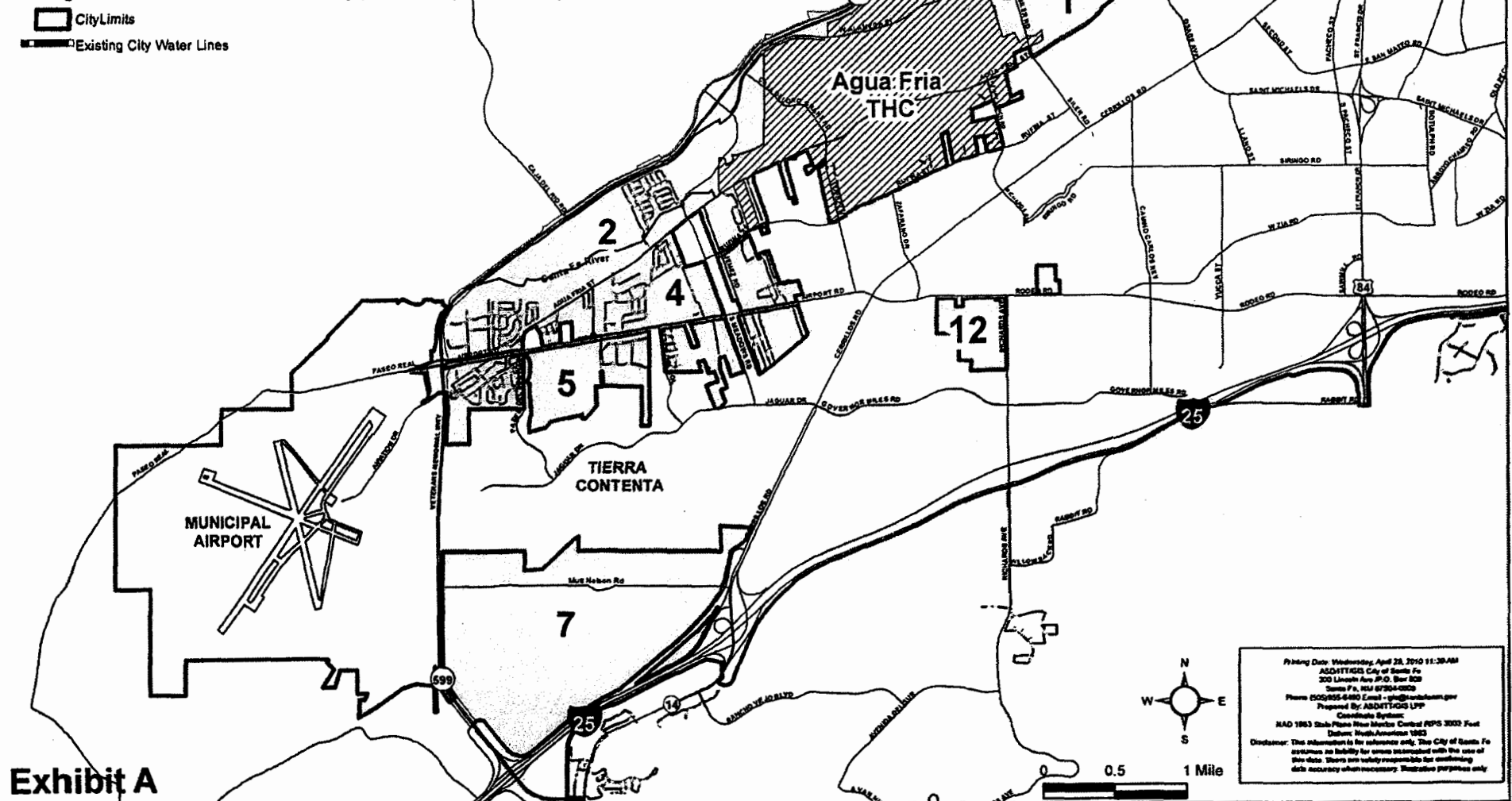


Exhibit A

Printing Date: Wednesday, April 28, 2010 11:30 AM
 ASD/ITGIS City of Santa Fe
 300 Lincoln Ave. P.O. Box 508
 Santa Fe, NM 87504-0008
 Phone: (505) 855-6480 Email: gho@ci.santafe.nm.us
 Prepared By: ASD/ITGIS LPP
 Coordinate System:
 NAD 1983 StatePlane New Mexico Central (FIPS 3002 Foot
 Datum: North American 1983
 Disclaimer: This information is for reference only. The City of Santa Fe
 assumes no liability for errors associated with the use of
 this data. Users are solely responsible for confirming
 data accuracy when necessary. Illustrative purposes only.







Annexation Phase 2

AREA 1 (S West Alameda)

Acres	Population	Housing Units
233.25	254	106

*Census 2010

Legend

-  Roads to be Transferred from County to City for Maintenance
-  City Limits
-  Agua Fria THC
-  Zoning
-  City Waste Water Collection Pipe
-  City Water Distribution Pipe

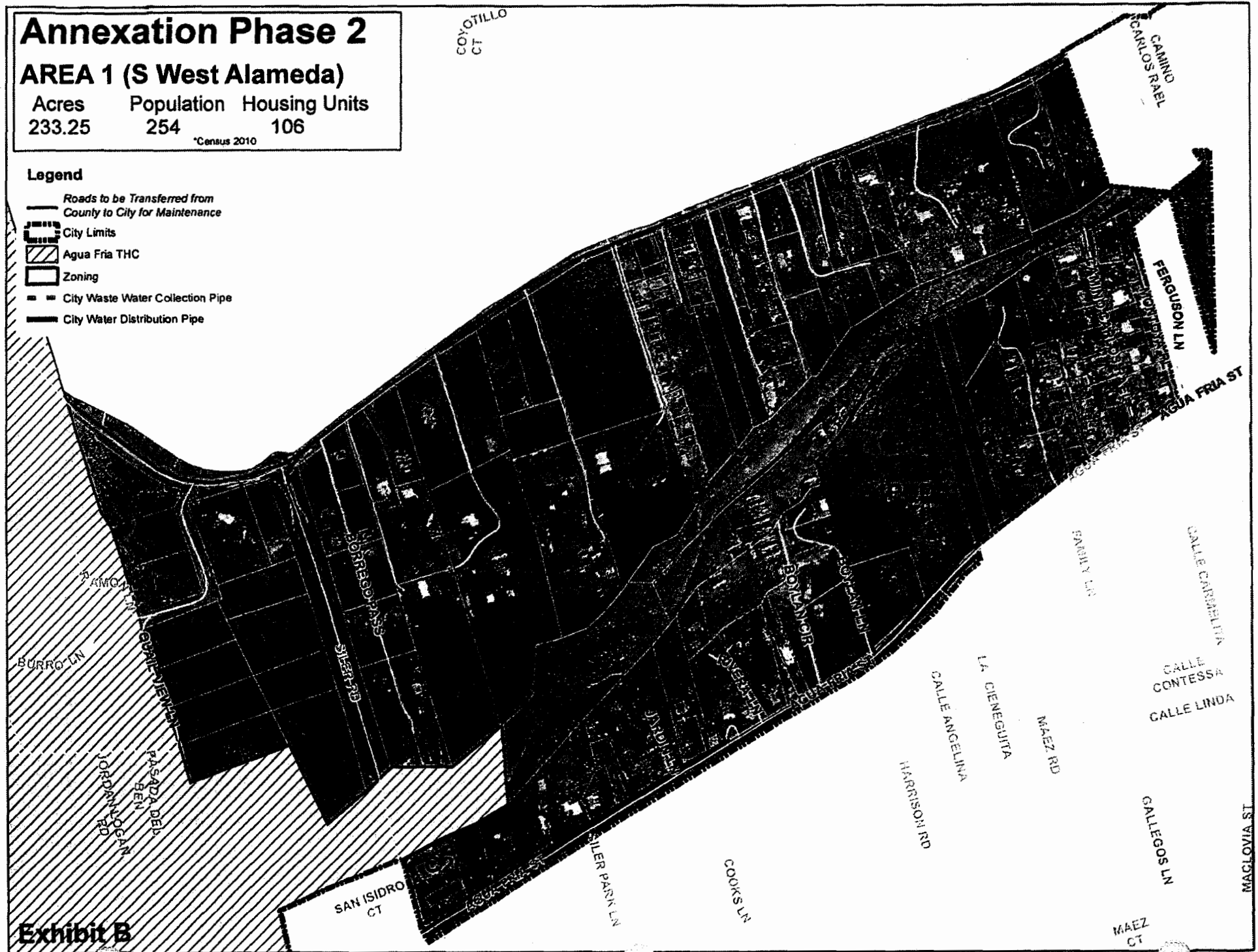


Exhibit B








Annexation Phase 2

AREA 2 (SF River to NM 599)

Acres	Population	Housing Units
507.56	1,664	472

*Census 2010

Legend

-  City Limits
-  Parcel Lines
-  Zoning
-  NM599 Right-of-way
-  Roads to be Transferred from County to City for Maintenance
-  City Water Distribution Pipe
-  City Waste Water Collection Pipe

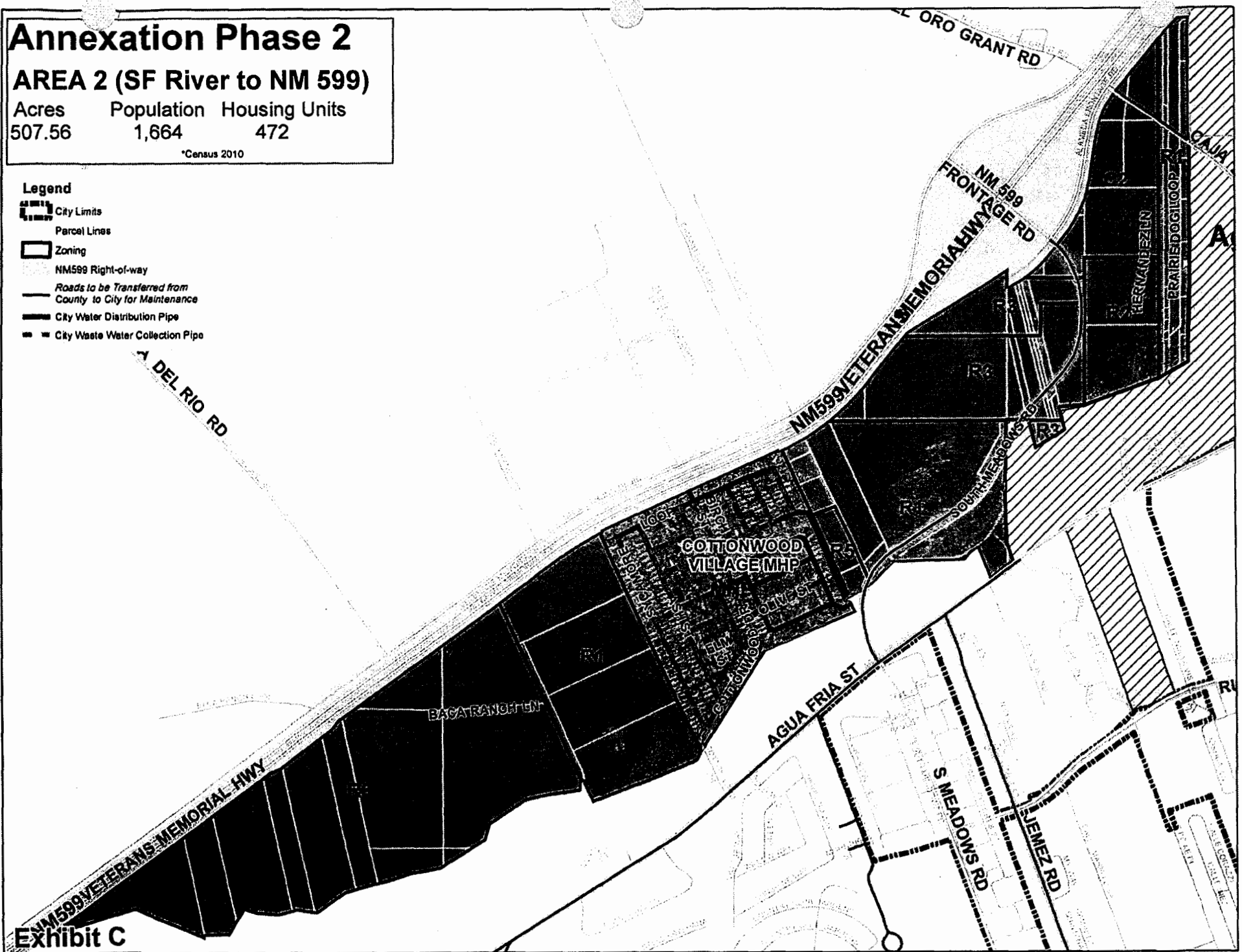










Exhibit C

Annexation Phase 2 AREA 4 (Airport Rd to SF River)

Acres	Population	Housing Units
772.97	6,670	2,154

*Census 2010

Legend

-  City Limits
-  Parcel Lines
-  Zoning
-  100yr Flood
-  NM599 Right-of-way
-  Roads to be Transferred from County to City for Maintenance
-  City Water Distribution Pipe
-  City Waste Water Collection Pipe

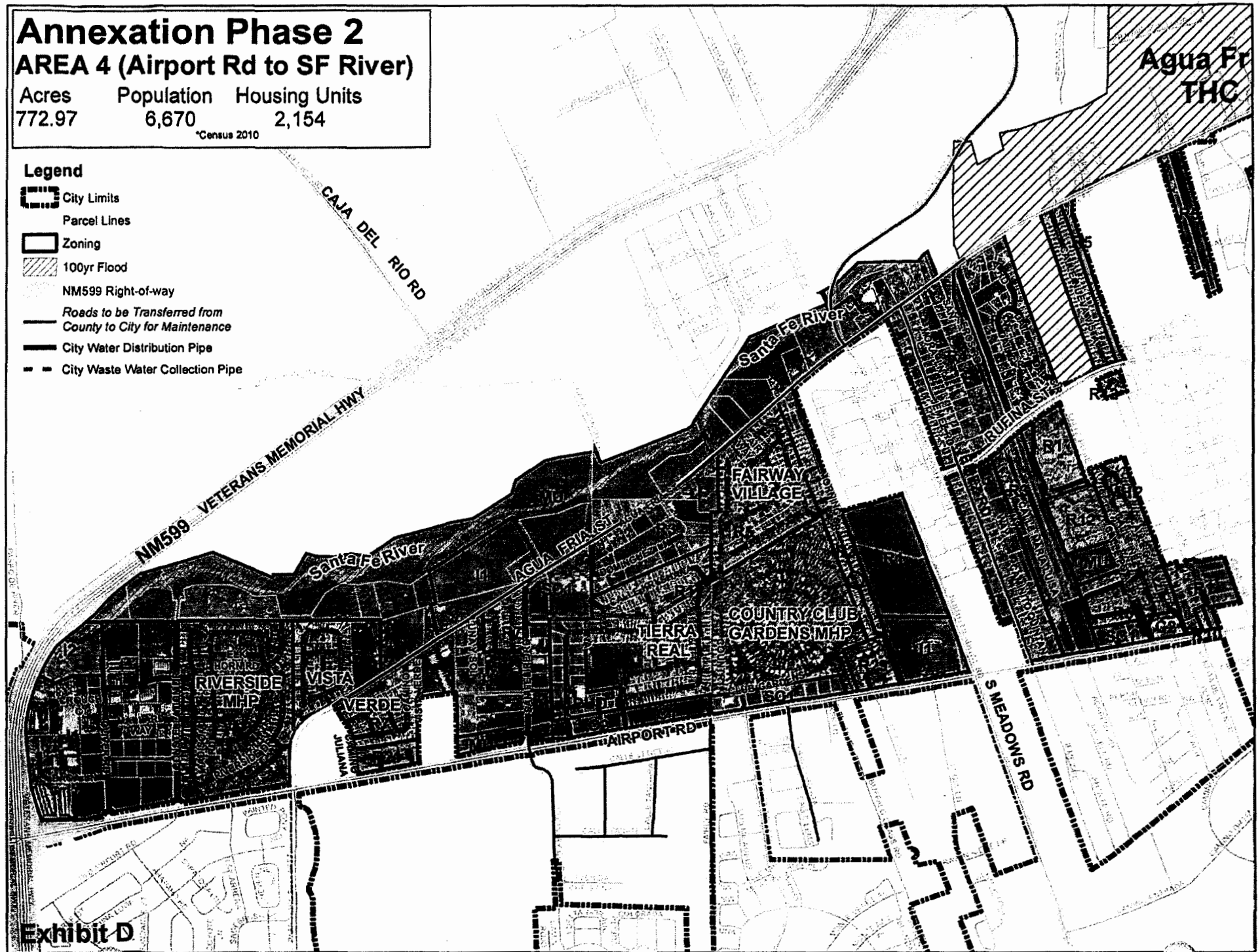


Exhibit D








Annexation Phase 2

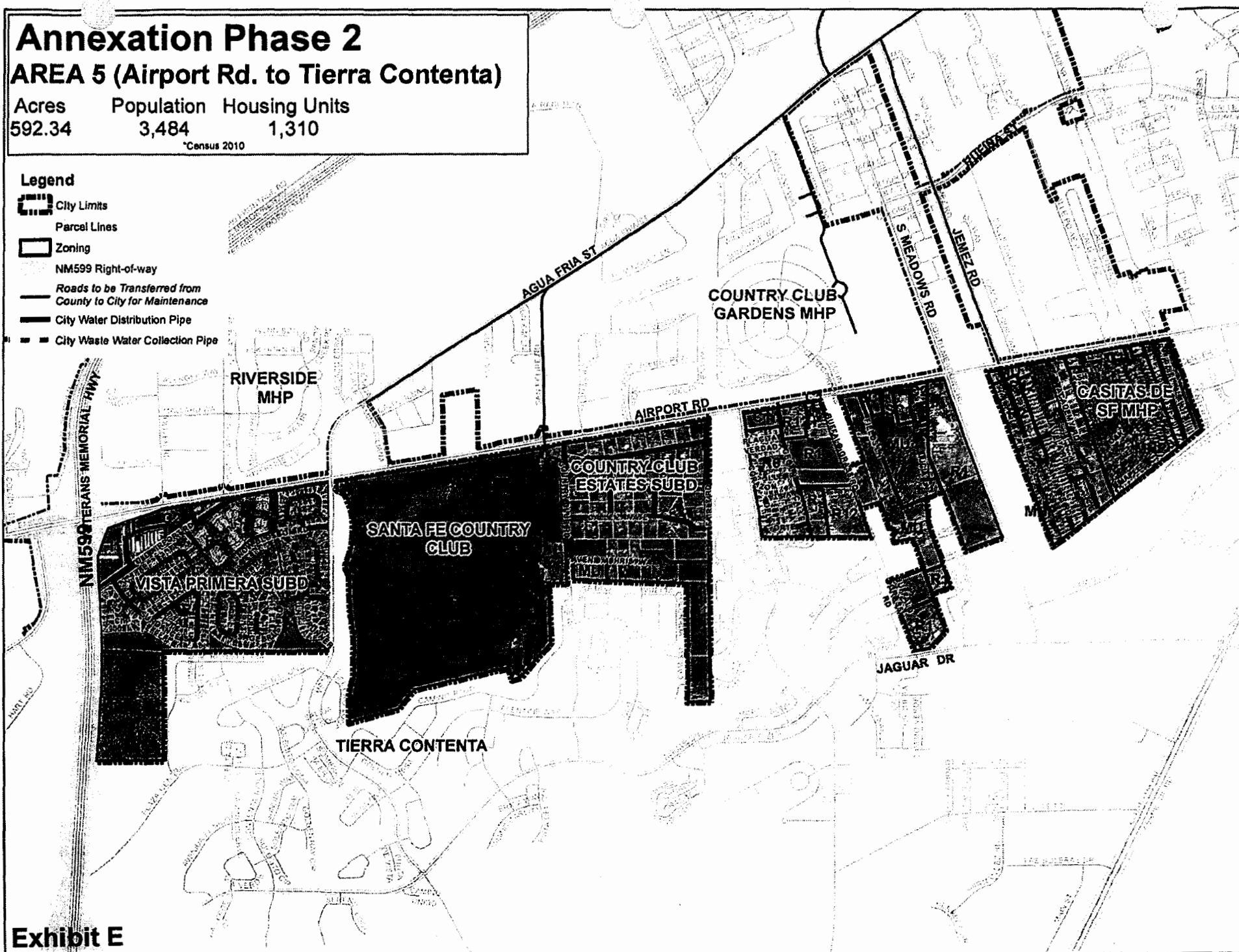
AREA 5 (Airport Rd. to Tierra Contenta)

Acres	Population	Housing Units
592.34	3,484	1,310

*Census 2010

Legend

-  City Limits
-  Parcel Lines
-  Zoning
-  NM599 Right-of-way
-  Roads to be Transferred from County to City for Maintenance
-  City Water Distribution Pipe
-  City Waste Water Collection Pipe











Annexation Phase 2

AREA 7 (South of Tierra Contenta)

Acres	Population	Housing Units
1,320.74	1,023	340

*Census 2010

Legend

-  City Limits
-  Parcel Lines
-  Zoning
-  NM599 Right-of-way
-  Roads to be Transferred from County to City for Maintenance
-  County Water Pipe
-  City Water Distribution Pipe
-  City Waste Water Collection Pipe

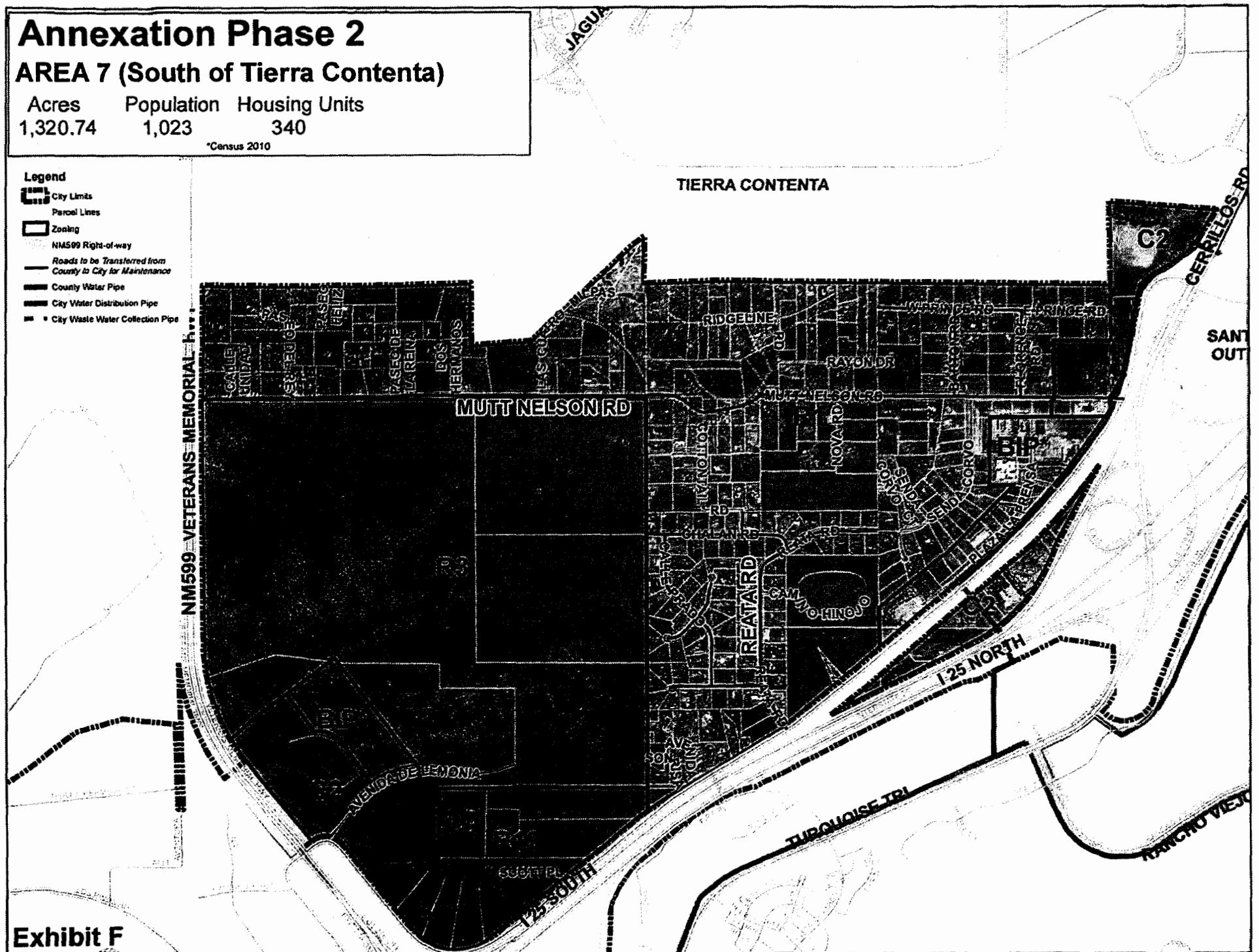


Exhibit F

Annexation Phase 2

AREA 12 (Rodeo Road/Town & Country Sub.)

Acres	Population	Housing Units
123.77	156	63

*Census 2010

Legend







-  Zoning
-  City Limits
-  Parcel Lines
-  Roads to be Transferred from County to City for Maintenance
-  City Water Distribution Pipe
-  City Waste Water Collection Pipe





Exhibit G



	Acres	Population	Housing Units
NM 599 ROW	550.00		

Legend

-  City Limits
 NM599 Right-of-Way

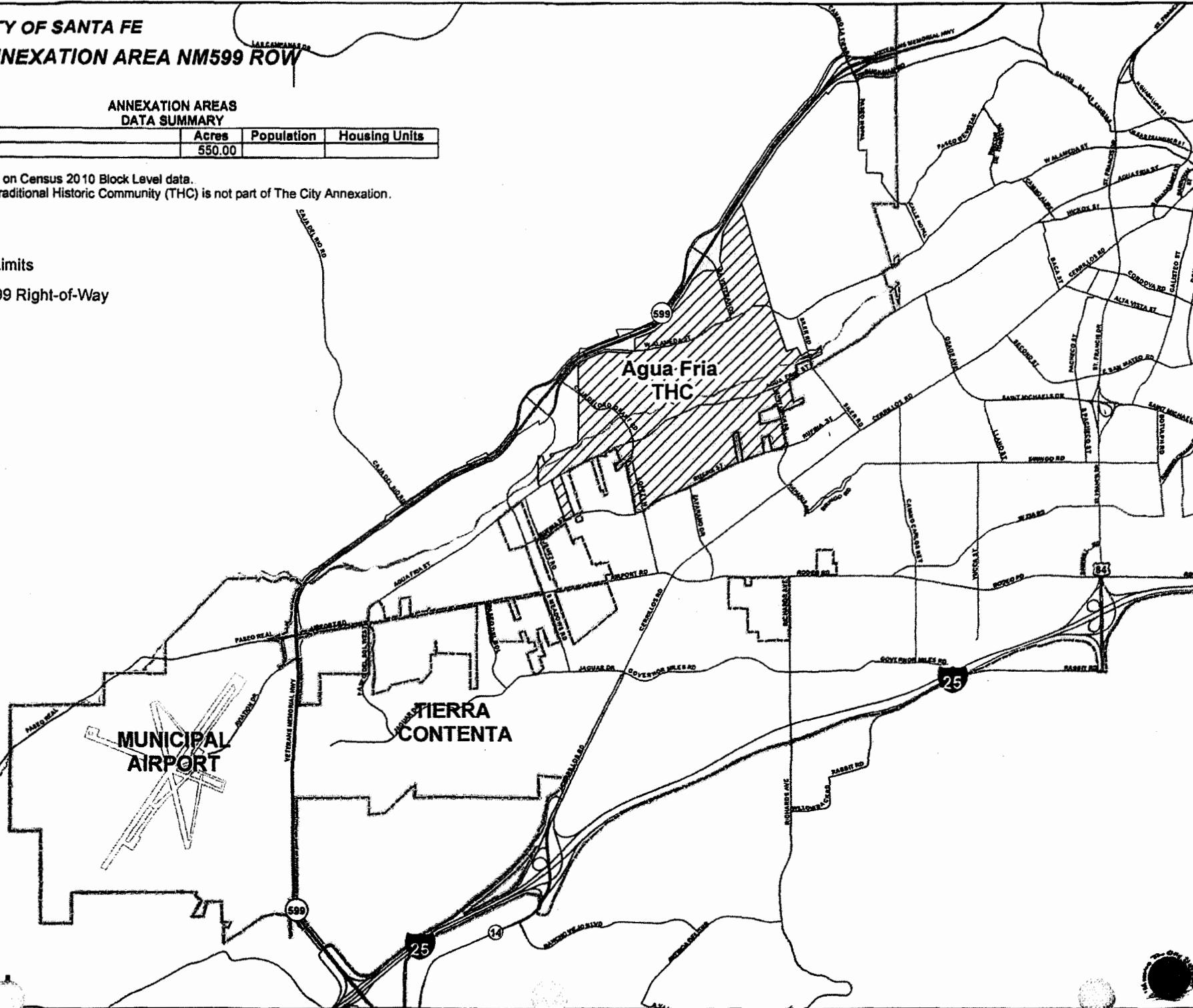


EXHIBIT I

**AMENDMENT NO. 1 TO THE ANNEXATION PHASING
AGREEMENT BETWEEN THE CITY OF SANTA FE AND
SANTA FE COUNTY**

AMENDMENT NO. 1 TO THE ANNEXATION PHASING AGREEMENT
BETWEEN THE
CITY OF SANTA FE AND SANTA FE COUNTY

This Amendment No. 1 to the Annexation Phasing Agreement is entered by and between the Governing Body of the City of Santa Fe, New Mexico, a home-rule municipality organized under the Laws of the State of New Mexico (hereinafter referred to as "the City"), and the Board of County Commissioners of Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as "the County").

WHEREAS, the City and County entered into the Settlement Agreement and Mutual Release of Claims dated May 19, 2008 (the "Settlement Agreement");

WHEREAS, the Settlement Agreement provided for annexation over a five year period of seventeen areas of land, and the timing of the annexation over the five year period was to be established by subsequent agreement of the parties;

WHEREAS, the Parties entered into the Annexation Phasing Agreement ("the Phasing Agreement") in February of 2009 to establish the timing of annexation;

WHEREAS, since May 2008, the parties hereto have accomplished many items necessary for satisfaction of the Settlement Agreement, but several important items remain, including two additional phases of annexation;

WHEREAS, contemporaneous with this amendment, the parties have approved and executed agreements implementing the water/wastewater items in the Settlement Agreement, including a law enforcement agreement, an agreement concerning fire and emergency services, and an agreement concerning roads within the Areas to be Annexed;

WHEREAS, the process of annexation has taken longer than anticipated, and additional time will be required to complete the items described; and

WHEREAS, the parties therefore desire to set forth herein new target dates for the completion of the various remaining tasks specified in the Settlement Agreement and amend the Phasing Agreement accordingly, and also to provide for release, satisfaction and waiver of items that the parties have agreed should be handled differently than as provided in the Settlement Agreement and the Phasing Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE that the Phasing Agreement shall be and hereby is amended as set forth below:

1. Paragraph 3 of the Phasing Agreement shall be deleted in its entirety and replaced with the following paragraph:

"3. PHASE TWO OF ANNEXATION. The City will file a petition or petitions for annexation of Areas 2, 4, 5, 7, 12, the NM 599 right-of-way between I-25 to the city limits east of Camino La Tierra, and Area 1 between the north right-of-way boundary of West Alameda Street south to the existing City limits, no later than January 1, 2014."

2. Paragraph 4 of the Phasing Agreement shall be deleted in its entirety and replaced with the following paragraph:

"4. PHASE THREE OF ANNEXATION. Except for that portion of Area 1 described in the previous paragraph, annexation of Areas 1, North of Alameda, shall be completed within five years of the execution of this Amendment to the Phasing Agreement. The parties agree that the City shall not Annex area 18."

3. This Amendment No. 1 to the Phasing Agreement shall become effective as of the date of the last signature below.

4. In consideration of additional consideration, including the contemporaneously-signed agreements concerning water, wastewater and solid waste, law enforcement, and fire and emergency services, certain items in the Settlement Agreement will not be performed and those obligations are hereby released, satisfied and waived by the parties hereto. The provisions that are released, satisfied and waived pursuant to this amendment are: (i) the requirement stated in paragraph 2(h) of the Settlement Agreement to annex within Area 1 north of the northern right-of-way boundary to West Alameda (annexation of this area will be completed within five years of execution of the Amendment No. 1 to the Phasing Agreement; (ii) the requirement stated in paragraph 2(h) of the Settlement Agreement to annex Area 18 [(this area will not be annexed)]; (iii) the requirement stated in paragraph 2(o) of the Settlement Agreement that provides for reimbursement for the actual value of water and wastewater infrastructure transferred by either party to the other; (iv) the requirement stated in paragraph 2(r) of the Settlement Agreement that provides the County will maintain the present level of law enforcement in the Agua Fria Road and Airport Road vicinity for three years after annexation and that the City will immediately match that level and replace County law enforcement within three years, which requirements are handled differently in the contemporaneously-executed law enforcement agreement; and (v) the obligations to annex by dates certain set forth in paragraphs 3 and 4 of the Phasing Agreement. The additional consideration for the release, satisfaction and waiver stated herein includes, but is not limited to, additional work on roads to increase the quality of roads transferred during annexation; additional law enforcement services beyond that which was agreed upon in the Settlement Agreement, additional fire services beyond that which was agreed upon in the Settlement Agreement, forbearance from annexation of Area 1 north of West Alameda and Area 18

for a period of up to five years following execution of this Amendment to Phasing Agreement, and additional consideration in the form of advance provision of solid waste services in the Areas to Be Annexed prior to annexation.

5. Terms and phrases in this amendment and in the underlying Phasing Agreement shall have the same meaning as terms in the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of
the date of last signature below.

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

By: Kathleen Holian 5-20-13
Kathleen Holian, Chair Date

ATTEST:

Geraldine Salazar 5/21/13
Geraldine Salazar, County Clerk Date

Approved as to form:

Stephen C. Ross 5-14-13
Stephen C. Ross, County Attorney Date

THE CITY OF SANTA FE:

David Coss
David Coss, Mayor
City of Santa Fe

6-10-13
Date

Attest:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk *cc 58-13*

6-10-13
Date

Approved as to Form:

Geno Zamora
Geno Zamora, City Attorney

6/6/13
Date

Marcos Tapia
Marcos Tapia, Finance Director

6/7/13
Date

EXHIBIT J

**ROADWAY IMPROVEMENTS MEMORANDUM OF
UNDERSTANDING BETWEEN THE COUNTY OF SANTA FE
AND THE CITY OF SANTA FE**

ITEM # 13-0414

**ROADWAY IMPROVEMENTS MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA FE
AND THE CITY OF SANTA FE**

The City of Santa Fe (City) and Santa Fe County (County) enter into this Memorandum of Understanding (MOU) to address needed capital improvements of certain roadways within the Presumptive City Limit boundaries of Phase II Annexation. This MOU is effective as of the date of the last signature.

Recitals

1. The City, the County, and Las Soleras entered into a Settlement and Mutual Release of Claims (Settlement Agreement) on May 19, 2008;
2. On February 10, 2009 the City and the County entered into an Annexation Phasing Agreement that defined Phase II of Annexation (Phase II).
3. The Settlement Agreement defines certain areas of land to be annexed as the Presumptive City Limits, including Phase II;
4. The Presumptive City Limits contains many roadways that are currently operated and maintained by the County, which will become the maintenance responsibility of the City upon annexation;
5. Certain County-maintained roadways in the Presumptive City Limits are experiencing deferred maintenance that require improvements to bring them up to customary County maintenance standards;
6. The County uses a third-party pavement evaluation system called PASER that rates roadways on a 1-to-10 scale;
7. Customary County maintenance standards have produced a County roadway network with an average PASER rating of 6, which will be the minimal standard when turned over to the City.
8. If these improvements are not made without this MOU, the City would acquire ownership of certain roadways that would require immediate and substantial investment of City funds;
9. Ignoring or delaying needed road maintenance results in costly reconstruction;
10. The Settlement Agreement states it "shall not be construed to require the County to provide significant capital improvements to an existing road or construct a new road within the Areas to be Annexed in the absence of a separate written agreement by and between the City

and County that provides a means for financing the capital improvements" *Settlement Agreement*, p.6 (k); and

11. The MOU confirms the parties' commitment, cooperation, and recognition that partnering activities between governmental entities of similar purposes may produce public benefits beyond what can be produced separately.

Agreement

1. Roadway Improvements.

A. Prior to the City's acceptance of ownership and maintenance responsibility for roads within Phase II of Annexation, the County shall perform the roadway improvement and maintenance activities identified in "Annexation Phase II – Roadways to be Improved and Description of Improvement Activities," attached to this MOU as Exhibit A. Certain road improvements will exceed PASER level 6 for specific surfaced roads, identified in Exhibit A. The County shall determine in consultation with the City, the phasing and scheduling of the improvement activities, with the intent to accomplish all activities as quickly as funding allows.

B. Upon completion of the activities identified in Paragraph A for each individual roadway or roadway segment as listed in Exhibit A, the City and the County shall conduct a joint acceptance inspection.

The City may reject work not meeting the customary roadway and maintenance standards of the County and generate a punchlist annotating the deficiencies. Rejected work shall be redone immediately by the County at the County's expense. Upon acceptance of work by the City, the City and the County shall immediately execute a document that conveys ownership of the accepted roadway(s) or roadway segment(s) from the County to the City.

C. The parties acknowledge that the items of work identified in "Annexation Phase II – Roadways to be Improved and Description of Improvements" are minimal maintenance improvements that do not address structural, operational, capacity, and accessibility deficiencies.

D. The parties agree to make drainage improvements to Alameda Road in Phase II of Annexation. The parties agree to share the costs of such drainage improvements equally.

2. Term

This MOU shall terminate upon annexation of all of the roads in Exhibit A, unless terminated pursuant to Article 5. This MOU may be extended by the mutual written agreement of the parties.

3. Third Party Beneficiaries

This MOU does not create any third party beneficiaries.

4. Appropriations

This MOU is contingent upon sufficient appropriations and authorization being made by the parties. If sufficient appropriations are not granted, this Agreement shall terminate upon written notice.

5. Amendment

The parties may amend this MOU by mutual written agreement.

6. Conflict of Interest

No elected official, officer, employee or agent of the City or County shall have any personal financial interest in this MOU unless such financial interest is disclosed in advance to the City and County and neither party objects to that person's involvement in the MOU. Neither party shall employ, in the performance of this MOU, a person having a conflict of interest. This Article shall not unreasonably impede the parties' desire to provide maximum opportunity for employment of local residents.

7. New Mexico Tort Claims Act

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Neither the City nor the County waive any defense or limitation of liability under New Mexico law or the New Mexico Tort Claims Act.

8. Dispute Resolution

In the event of any dispute between the parties regarding the enforcement or interpretation of this MOU, the parties agree to first mediate before a neutral mediator mutually agreed to and paid for by the parties.

9. Scope of the Agreement

This MOU supersedes all of the agreements and understandings between the parties concerning County roads in Phase II of Annexation.

10. Applicable Law.

This MOU shall be governed by the laws of the State of New Mexico.

11. Signatures.

This MOU shall be effective as of the date of the final signature.

For the City:

David Coss
David Coss, Mayor
City of Santa Fe

6/10/13
Date

Attest:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk *CC Mtg 5-8-13*

6-10-13
Date

Approved as to Form:

Geno Zamora
Geno Zamora, City Attorney

6/6/13
Date

Marcos Tapia
Marcos Tapia, Finance Director

6/2/13
Date

For the County:

Kathy Holian
Kathy Holian, Chair, Board of Santa Fe
County Commissioners

5-20-13
Date

Approved as to Form:

Stephen C. Ross
Stephen C. Ross, Santa Fe County Attorney

5-14-13
Date

Attest:
Geraldine Salazar by VT
Geraldine Salazar, Santa Fe County Clerk

5/21/13
Date

Teresa Martinez
Teresa Martinez, County Finance Director

5/7/13
Date

**SANTA FE COUNTY ROADS
MAINTENANCE DISTRICT II**

PROPOSED CITY ANNEXATIONS PHASE II

Schedule for Summer 2013														
MAINTENANCE DISTRICT II ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE type	Drainage Rating	Pave Pavement Rating	Visible Distress	General Condition/PASER Treatment Measures	Road Maintenance Manager Recommended Treatment Measures	Contractor Cost of Maintenance Treatment	City of Santa Fe Recommendation	Contractor Cost City of Santa Fe Recommendation
Country Club Estates														
Fairly Road		Airport Road SR 284	Dead End	0.28	36	asphalt	Fair	3-Poor	Severe rutting, alligator cracking, block cracking over 50% of surface	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of the overlay	2" HMA Overlay	\$75,133.44	Process Place and Compact with 2" New HMA	\$96,648.29
Calle de Venozia		Fairly Road	Dead End	0.31	36	asphalt	Fair	3-Poor	Moderate rutting, alligator cracking, block cracking over 50% of surface	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of the overlay	2" HMA Overlay	\$86,504.88	Process Place and Compact with 2" New HMA	\$107,001.25
Calle Zarate		Country Club Rd Ctr 61	Dead End	0.28	36	asphalt	Fair	3-Poor	Moderate rutting, alligator cracking, block cracking over 50% of surface	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of the overlay	2" HMA Overlay	\$72,552.45	Process Place and Compact with 2" New HMA	\$89,742.99
Calle Chuspa Rosa		Calle Zarate	Calle de Venozia	0.14	36	asphalt	Fair	3-Poor	Moderate rutting, alligator cracking, block cracking over 50% of surface	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of the overlay	2" HMA Overlay	\$39,066.72	Process Place and Compact with 2" New HMA	\$48,323.15
Calle Tanager		Calle Zarate	Calle de Venozia	0.18	36	asphalt	Fair	3-Poor	Moderate rutting, alligator cracking, block cracking over 50% of surface	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of the overlay	2" HMA Overlay	\$44,847.68	Process Place and Compact with 2" New HMA	\$55,226.45
Mountain Subdivisions														
Morning Drive		Agua Fria	Dead End	0.81	30	asphalt	Fair	2-Very Poor	Severe rutting, patches in bad condition, block cracking over 50% of surface	Severe deterioration, needs reconstruction with extensive base repair. Pulverization of old pavement is effective	Reconstruction with 3" HMA and 6" Basecourse	\$488,273.28	Process Place and Compact with 2" New HMA	\$120,314.77
Morning Street		Morning Drive	Dead End	0.03	20	asphalt	Good	6-Good	Slight rutting, longitudinal and transverse cracking less than 1/2" wide some cracks sealed	Shows signs of aging, sound structural condition, could extend life with a seal coat	Fog Seal	\$316.80	2" Mill and Inlay	\$5,789.28
Morning Lane		Morning Drive	Dead End	0.03	20	asphalt	Good	6-Good	Slight rutting, longitudinal and transverse cracking less than 1/2" wide some cracks sealed	Shows signs of aging, sound structural condition, could extend life with a seal coat	Fog Seal	\$316.80	2" Mill and Inlay	\$5,789.28
Mill Nelson Road	430	W Frontage Road	Calle United	0.92	22	asphalt	Fair	5-Fair	Rutting, transverse and longitudinal cracks, block cracking in areas, alligator cracking in some areas	Surface aging, sound structural condition, needs seal coat or thin non-structural overlay	Chip Seal	\$55,570.94	Process Place and Compact with 2" New HMA	\$199,604.18
Mill Nelson Road	440	End of Asphalt	Calle United	1.08	22.00	basecourse							4" New Basecourse	\$58,544.64
												\$648,313.52		\$768,343.29
														\$58,544.64

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**SANTA FE COUNTY ROADS
MAINTENANCE DISTRICT II**

MAINTENANCE DISTRICT II ROUTE NAME	ROUTE NUMBER	FROM: BEGINNING TERMINI	TO: ENDING TERMINI	MILEAGE LENGTH OF MAINTAINED SECTION miles	TOTAL ROADWAY WIDTH feet	SURFACE type	Drainage Rating	Pavement Rating	Visible Distress	General Condition/PASER Treatment Measures	Road Maintenance Manager Recommended Treatment Measures	Contractor Cost of Maintenance Treatment	City of Santa Fe Recommendation	Contractor Cost City of Santa Fe Recommendation	Drainage Cost	Contractor Cost City of Santa Fe Recommendation Total Cost
Schedule for Summer 2014																
<i>Town and County Subdivisions</i>																\$0.00
Camino Jaleco		Richards Avenue	End of Cold Milling	0.25	30	cold milling	Good	6-Good	Slight raveling, longitudinal and transverse cracking less than 1/2" wide some cracks sealed	Shows signs of aging, sound structural condition, could extend life with a seal coat	Fog Seal	\$2,640.00	Process Place and Compact with New Double Penetration Chip Seal	\$40,887.33	\$5,000.00	\$45,887.33
Calle Veracruz		Camino Jaleco	Durango Drive	0.43	20	cold milling	Good	6-Good	Slight raveling, longitudinal and transverse cracking less than 1/2" wide some cracks sealed	Shows signs of aging, sound structural condition, could extend life with a seal coat	Fog Seal	\$4,540.80	Process Place and Compact with New Double Penetration Chip Seal	\$69,827.41	\$5,000.00	\$74,827.41
Durango Drive Other Roads		Camino Jaleco	Richards Ave	0.33	22	asphalt	Good	7-Good	Longitudinal and transverse cracks less than 1/4"	First Signs of Aging, Maintain with routine Crack Filling	Crack Seal	\$2,640.00	Crack Seal, Fog Seal, repair drop off areas	\$10,000.00	\$5,000.00	\$15,000.00
Country Club Road	61	SR 204 Airport Rd	Private Road	0.34	34	asphalt	Good	8-Very Good	Transverse Crack	Recent sealcoat or new mix, little or no maintenance required	Little or No Maintenance Required	\$0.00	Do Nothing			\$0.00
Get	61A	SR 204 Airport Rd	Dead End	0.29		asphalt	Fair									\$0.00
Jenas Road	61B	CR 66 Agua Fria Rd	SR 204 Airport Rd	0.60	22	asphalt	Fair	5-Fair	Longitudinal and transverse cracks open 1/2" some patching in fair condition	Surface aging, sound structural condition, needs seal coat or thin non-structural overlay	Chip Seal	\$48,322.56	Address Sub Grade Failed Areas	\$50,000.00		\$50,000.00
Cata Del Oro Grant Road	62	CR 66 Agua Fria	NM 599	0.17	28	asphalt	Poor	5-Fair	Block Cracking less than 80%	Surface aging, sound structural condition, needs seal coat or thin non-structural overlay	Chip Seal	\$13,068.06	Address Sub Grade Failed Areas, Crack Seal, Fog Seal	\$35,000.00		\$35,000.00
Agua Fria	65	City Limits	Airport Rd	1.58	40	asphalt		6-Fair	Longitudinal and transverse cracks open 1/2" some patching in fair condition	Surface aging, sound structural condition, needs seal coat or thin non-structural overlay	Chip Seal	\$173,521.92	Process Place and Compact with 3" New HMA	\$875,395.84		\$875,395.84
San Felipe	69	Agua Fria	Airport Rd	0.30	40	asphalt		2-Very Poor	Longitudinal edge cracking, alligator cracking more than 20%, Block Cracking, Severe rutting	Severe deterioration, needs reconstruction with extensive base repair	Reconstruction 3" HMA with 6" Basecourse	\$401,250.00	Process Place and Compact with 3" New HMA	\$210,538.24		\$210,538.24
												\$644,914.34		\$1,291,358.83		\$1,354,358.83

Exhibit A – Page 2 of 4

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**SANTA FE COUNTY ROADS
MAINTENANCE DISTRICT II**

MAINTENANCE DISTRICT II	ROUTE	FROM:	TO:	MILEAGE	TOTAL											
ROUTE NAME	NUMBER	BEGINNING	ENDING	LENGTH OF	ROADWAY	SURFACE	Drainage	Pavement	Visible Distress	General Condition/PASER	Road	Contractor Cost of	City of Santa Fe	Contractor Cost	Drainage Cost	Contractor Cost City
		TERMINI	TERMINI	MAINTAINED	WIDTH	TYPE	Rating	Rating		Treatment Measures	Maintenance	Maintenance	Recommendation	City of Santa Fe		Recommendation
				SECTION							Manager	Treatment		Recommendation		Total Cost
				miles	feet						Recommended					
											Treatment					
Schedule for Summer 2015																
Agua Fria	66	San Felipe	Camino Juliana	0.50	40	dirt							Place 4" Basecourse	\$50,688.00		\$50,688.00
Rancho de la Loma Subdivision																
Florence Road		Mt Nelson Road	Prince Road	0.19	18.5	dirt							Place 4" Basecourse	\$8,908.42	\$10,000.00	\$18,908.42
Barlow		Mt Nelson Road	Prince Road	0.19	18.5	dirt							Place 4" Basecourse	\$8,908.42	\$10,000.00	\$18,908.42
Prince Road		Dead End	Dead End	0.47	18.5	dirt							Place 4" Basecourse	\$22,036.81	\$10,000.00	\$32,036.81
Rancho Ridge Subdivision																
																\$0.00
North Chaparral		Calle Prado	Dead End	0.10	22	cold millings	Poor	3-Poor	Many Patches, edge loss, block cracking	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of the overlay	Fog Seal	\$1,161.80	Process Place and Compact with New Double Penetration Chip Seal	\$17,862.83	\$10,000.00	\$27,862.83
Resta Road		W. Frontage Road	Dead End	0.64	22	cold millings	Fair	2-Very Poor	Extensive loss of surface, severe edge distortion, severe potholes and rutting	Severe Deterioration	Fog Seal	\$7,434.24	Process Place and Compact with 3" New HMA	\$195,024.90	\$10,000.00	\$205,024.90
Chalan Road		Resta Road	Dead End	0.32	22	cold millings	Poor	3-Poor	Many raveled cracks, severe block cracking, patches and edge deterioration	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of the overlay	Fog Seal	\$3,717.12	Process Place and Compact with New Double Penetration Chip Seal	\$57,161.05	\$10,000.00	\$67,161.05
Camino Chorro		Resta Road	Dead End	0.22	22	cold millings	Poor	4-Fair	Severe Raveling, alligator cracking, many patches edge loss	Significant aging and first signs of need on strengthening. Would benefit from a structural overlay 2" or more	Fog Seal	\$2,555.52	Process Place and Compact with 3" New HMA	\$67,039.81	\$10,000.00	\$77,039.81
Calle Prado		Camino Chorro	Chalan Road	0.36	22	cold millings	Poor	3-Poor	Many Patches, edge loss, block cracking	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of the overlay	Fog Seal	\$4,181.76	Process Place and Compact with New Double Penetration Chip Seal	\$64,306.18	\$10,000.00	\$74,306.18
South Chaparral		Calle Prado	Dead End	0.10	22	cold millings	Poor	3-Poor	Many Patches, edge loss, block cracking	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of the overlay	Fog Seal	\$1,161.80	Process Place and Compact with New Double Penetration Chip Seal	\$17,862.83	\$10,000.00	\$27,862.83
Chalan Way		Chalan Road	Cohontail	0.05	20	dirt							Place 4" Basecourse	\$2,534.40	\$5,000.00	\$7,534.40
Other Roads																
South Meadows Road		Agua Fria St	NM 599 Frontage Rd	0.92	22	asphalt	Good	10-Excellent	New Construction	Excellent Condition	No Maintenance Required	\$0.00		\$0.00	\$0.00	\$0.00

Exhibit A - Page 3 of 4

**SANTA FE COUNTY ROADS
MAINTENANCE DISTRICT II**

MAINTENANCE DISTRICT II	ROUTE NUMBER	FROM: BEGINNING TERMS	TO: ENDING TERMS	MI/LEAGE LENGTH OF MAINTAINED SECTION	TOTAL ROADWAY WIDTH	SURFACE	Drainage Rating	Pave Pavement Rating	Visible Distress	General Condition/PASER Treatment Measures	Road Maintenance Manager Recommended Treatment Measures	Contractor Cost of Maintenance Treatment	City of Santa Fe Recommendation	Contractor Cost City of Santa Fe Recommendation	Drainage Cost	Contractor Cost City of Santa Fe Recommendation Total Cost
				miles	feet	type										
			total cold millings	2.78												

Santa Fe County Price	Tons
Basecourse	\$14.85
HMA	\$66.40

NMDOT Average Unit Price	SQ YD
Process Place and Compact Existing Pavement	\$1.61
Cold Milling 2"	\$1.40
HMA SP-4B Complete (Tons)	\$71.00

Type of Treatment	Cost of Treatment SQ FT	Cost of Treatment SQ YD
Contractor Fogseal	\$0.10	\$0.90
Contractor Chip Seal	\$0.52	\$4.68
Contractor Double Penetration Chip Seal No Basecourse	\$1.18	\$10.62
Contractor Crackseal	\$0.08	\$0.69
Contractor 2" Overlay	\$1.61	\$13.59
Contractor 3" Overlay	\$2.27	\$20.39
Contractor 4" Basecourse City of Santa Fe Price Agreement	\$0.48	\$4.32
Contractor 3" HMA 6" Basecourse	\$7.66	\$68.22
Contractor Process Place and Compact	\$0.36	\$3.22
Contractor 2" M3	\$0.31	\$2.80

EXHIBIT K

**AGREEMENT REGARDING WATER, WASTEWATER AND
SOLID WASTE REQUIRED BY THE SETTLEMENT
AGREEMENT AND MUTUAL RELEASE OF CLAIMS**

**AGREEMENT REGARDING WATER, WASTEWATER
AND SOLID WASTE REQUIRED BY
THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS**

THIS AGREEMENT is made and entered into as of this 5th day of May, 2013, by and between the Board of County Commissioners of Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and the City of Santa Fe, a municipal corporation organized and existing under the laws of the State of New Mexico (hereinafter referred to as "the City").

WHEREAS, the City and the County entered into a Settlement Agreement and Mutual Release of Claims (hereinafter referred to as "the Settlement Agreement") dated May 19, 2008 to resolve ongoing lawsuits concerning the proposed annexation of Las Soleras and annexation generally;

WHEREAS, the Settlement Agreement established the presumptive city limits for a twenty-year period ("Presumptive City Limits") and the coincident service areas of the City and County utilities;

WHEREAS, the Settlement Agreement at paragraph 2(o) specifies that "City water and wastewater customers outside the Presumptive City Limits will be transferred to the County when the County is able to provide service unless prohibited by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission";

WHEREAS, the Settlement Agreement at paragraph 2(o) also provides that "County water customers within the Presumptive City Limits shall be transferred to the City when the City is able to provide service unless prohibited by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission";

WHEREAS, paragraph 2(o) also provides that the City and County managers shall meet and confer and develop a plan to accomplish these transfers;

WHEREAS, the plan specified in Paragraph 2(o) was to include "provisions for reimbursement of the City and County for the actual value of the infrastructure transferred as established by an appraisal prepared by an appraiser chosen by mutual agreement of the parties";

WHEREAS, paragraph 2(o) also provides that "[i]f either party assumes a water delivery obligation for which the customer transferred water rights to the City or County, the City or County shall transfer those water rights along with the customers, to the other party";

WHEREAS, the parties desire to enter into a written agreement that sets forth how the duties described in paragraph 2(o) of the Settlement Agreement will be accomplished and describes a process of water and wastewater transfers of customers and infrastructure between the City and the County based on the Presumptive City Limits;

WHEREAS, the Settlement Agreement at paragraph 2(q) provides that "the City shall provide municipal services within areas annexed pursuant to this Agreement, including but not limited to solid waste disposal . . .";

WHEREAS, paragraph 2(v) of the Settlement Agreement provides that "[s]upplemental joint service agreements may be negotiated from time to time between the City and County whereby City services may be provided in advance of annexation, on terms agreeable to the parties;"

WHEREAS, the Annexation Phasing Agreement Between the City of Santa Fe and Santa Fe County (hereinafter referred to as "the Phasing Agreement"), dated February 10, 2009, has been partially satisfied to the extent that Areas 3, 6, 8, 9 and portions of 10, 11, 13, 15, 16, 17 and the I-25 right-of-way from NM 599 to Old Pecos Trail and that portion of NM 14 from I-25 to the current city limits have been annexed;

WHEREAS, plans for staffing and equipment sufficient to provide solid waste services in the areas designated for annexation must be implemented on July 1, 2013 to ensure a seamless transition; and

WHEREAS, the City desires to provide solid waste services within the Presumptive City July 1, 2013 and the County is presently revising its solid waste ordinance to provide for curbside collection and is willing to facilitate such an arrangement for the benefit of the City; and

WHEREAS, and the parties desire to address the solid waste issue herein, and realign the respective water and sewer infrastructure of the parties to be consistent with the Settlement Agreement and otherwise to set forth herein the respective agreements on these and other points in general furtherance of the goals expressed in the Settlement Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. SOLID WASTE AND REFUSE SERVICE

A. The County shall enact an ordinance that establishes a mandatory system of solid waste collection within the Presumptive City Limits that includes curbside pickup of residential and commercial refuse, curbside pickup of recyclable materials. The ordinance shall prohibit refuse collection and collection of recyclable materials within the Presumptive City Limits (and other areas) by any hauler except from those designated specifically in the ordinance.

B. The ordinance referred to in the previous paragraph shall contain substantially similar conditions of service and provisions concerning penalties and enforcement as those found in the Santa Fe City Code.

C. Once the ordinance referred to in the previous paragraphs is enacted, the County shall delegate to the City responsibility for refuse collection within the Presumptive City Limits. The ordinance and the delegation shall be completed on or about July 1, 2013. The City shall be delegated responsibility to impose its usual and customary charges on solid waste customers within the Presumptive City Limits.

II. WATER AND WASTEWATER SERVICE

A. Pursuant to the Settlement Agreement, water and wastewater services shall be provided by the entity in whose jurisdiction the services are provided. Water and wastewater services within the Presumptive City Limits shall be provided by the City. Water and wastewater services outside of the City and outside of the Presumptive City Limits shall be provided by the County.

B. Water and wastewater services that are not consistent with the previous paragraph shall be made consistent by transferring the system and customers to the other party as specified in this Agreement.

C. The City and the County shall provide detailed information on those portions of their respective systems that are to be transferred to the other party pursuant to this Agreement, including, if available, as-built drawings, GIS-mapped lines, valve and meter locations, meter numbers, location of manholes, water quality data, water compliance documents, and other pertinent information.

D. The City and County managers shall appoint members to a technical transition team comprised of water and wastewater staff of the City and County, who will inventory all of the water and wastewater resources subject to this Agreement, determine the technical issues to be confronted in connection with this Agreement, develop schedules for transfer of assets and responsibilities, and deal with technical issues as they arise. Any issues which cannot be resolved by the technical transition team shall be resolved by the city and county managers and, as appropriate, by the City Council and the Board of County Commissioners.

E. Any infrastructure that is malfunctioning or in disrepair, which has routinely failed water quality compliance testing, or that has suffered from deferred maintenance, shall be repaired and brought into compliance before that infrastructure is transferred to the other party.

F. City water and wastewater customers outside the Presumptive City Limits will be transferred to the County when the County is able to provide service unless prohibited by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission. Accordingly, upon consent or assignment, water

and wastewater customers not in the City and outside of the Presumptive City Limits, such as those in the Aldea development, IAIA, and the Santa Fe Community College shall become County customers when the County is able to provide water and wastewater service. County water customers within the Presumptive City Limits shall be transferred to the City when the City is able to provide service unless prohibited by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission. Accordingly, upon consent or assignment, water customers within Area 7 shall become City customers when the City is able to provide service.

G. Annually, the County and the City will review billing information for the transferred area to verify meter accuracy and the extent to which unaccounted-for water passes each master meter.

H. Each party shall share data, information or reports that would be helpful, useful or necessary to achieve the goals and objectives of this Agreement upon request of the other party.

I. Any improvements made by a party to water or wastewater infrastructure originally provided by a real estate developer in connection with a real estate development, and that is not required for continuation of service, may be removed at the party's own expense prior to transfer of the infrastructure to the other party, but the removing party shall give the other party prior notice of the proposed removal through the technical transition team.

J. If, after technical analysis, it is determined by the utility directors of each party that it is technically impossible to serve a customer or group of customers who should be transferred to the other party under the terms of this Agreement without economic hardship, that customer or customers may continue to be served by the other notwithstanding the fact that the customer is outside of the jurisdiction of the party. In such cases, the parties shall document the facts leading to the finding of technical impossibility. In the event that it later becomes technically feasible to serve the customer or customers, the customers shall be transferred to the other party at that time.

K. City Water Infrastructure Transfers to County.

1. City Water customers outside of the Presumptive City Limits shall become County customers when the County is able to provide water and wastewater service. Appendix A to this MOU lists the infrastructure related to specific developments that the City shall be transferring to the County. Each development requires a master-meter between the City and the County, which the City agrees to add to the existing master-meters serving the county under the 2006 Water Resources Agreement.

2. The developments contemplated as part of the City transfers to the County are: 1) Campo Conejo; 2) Turquoise Trail; 3) Aldea; 4) Las Campanas; 5) La Mariposa; 6) La Tierra; 7) La Mirada; 8) Tessera. The City recognizes that more than one meter may be required to serve some of these developments.

3. Billing responsibility for City and County customers transferred to the other party pursuant to this section shall be transferred effective July 1, 2013 and necessary changes to the physical infrastructure (meters, valves, piping) shall be completed expeditiously thereafter.

L. County Water Infrastructure Transfers to City. County water customers within the Presumptive City Limits shall be transferred to the City when the City is able to provide service unless prohibited by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission. Appendix B to this MOU lists the infrastructure related to specific developments that the County shall be transferring to the City.

M. City Waste-Water Infrastructure Transfer to the County
City Wastewater customers outside of the Presumptive City Limits shall become County customers when the County is able to provide waste-water service.

N. Any easements or rights-of-way supporting water or wastewater infrastructure shall be transferred to the other party along with the infrastructure; if an easement is needed along a City street or County road, the easement shall be granted by the other party, as appropriate, or a blanket approval may be granted. Should any survey work be needed to identify or locate any infrastructure, real property, infrastructure, necessary easements, access, or other matters, the cost of that survey shall be borne by the party receiving the real property, infrastructure, easement, or access.

II. CUSTOMER INFORMATION, NOTICE

A. The City and the County shall exchange account information about water and wastewater customers being transferred between the parties. Account information shall include the name, address, telephone number, twelve months of account activity (e.g. notes, history, etc.), water meter size, bill item tables, sewer rate calculation, solid waste refuse and recycling rates and level of service, and any other information determined by either party to be relevant. The account information shall include any balances owed by customers and the basis for those balances. An unpaid balance shall not be transferred to the other party, but the parties may cooperate to ensure payment of the unpaid balance through techniques such as withdrawal of service to compel payment.

B. Account information shall be provided to the other party's utility director ninety (90) days prior to date of transfer of each area identified in this agreement to provide a seamless transition of billing and customer service to the customers.

C. Customers whose service will be transferred from one party to another shall receive a notice of the transfer in a utility bill stuffer for two (2) consecutive months prior to the transition. Utility bill stuffers shall provide links to City and County websites for additional information; the City and County websites shall provide detailed information

about the transition, the transfer of customers, this Agreement, changes in the rules of service, and any changes in billing structure.

III. AS-BUILT DRAWINGS AND MAINTENANCE RECORDS

A. Each party shall provide to the other party as-built drawings and maintenance records of all infrastructure transferred as a result of this Agreement ninety (90) days prior to date of transfer of the infrastructure. If a transferring party has digital data regarding the infrastructure, that data shall also be provided. Data to be transferred shall include, but not be limited to, as-built drawings, valve maps detailing location of valves based on known features, GIS shape files and scanned as-built drawings and valve maps in pdf format.

B. Each party shall provide the other party with maintenance records as well as video imaging, televised inspection tapes and DVDs of infrastructure transferred as a result of this Agreement. Maintenance records shall be provided ninety (90) days prior to date of transfer.

V. WATER RIGHTS

A. If either party assumes a water delivery obligation for which the customer transferred water rights to the City or County, the City or County shall transfer those water rights, along with the customers, to the other party.

B. If either party assumes a water delivery obligation that the party has met with water rights owned by the party as opposed to water rights supplied by a customer or developer, no water rights shall be transferred to the other party and the party making deliveries subsequent to transfer shall be responsible for providing water rights to support the subsequent deliveries.

C. If water rights that should be transferred to the other party pursuant to paragraph A of this Article VI cannot be transferred, are impractical to transfer, or carry a point of diversion that if transferred to a point of diversion chosen by the other party would result in a loss of the value of the water right, suitable equivalent water rights may be selected and transferred in lieu of water rights that would be transferred pursuant to Paragraph A of this Article V.

D. The technical transition team shall address all technical issues concerning the transfer of water rights, including technical issues about the transfer, the amount to be transferred, the method of transfer, the timeline of transfer, any issues related to the Buckman Direct Diversion project, and any issues arising from paragraph C of this section. Any issues which cannot be resolved by the technical transition team shall be resolved by the city and county managers and, as appropriate, by the City Council and the Board of County Commissioners. This paragraph shall not prevent the parties from choosing to mediate a dispute through a neutral mediator chosen by both the City and County.

VI. SERVICE CONNECTIONS

A. Water Service Connections

1. Each party shall provide the other party with reasonable access to water from the Buckman Direct Diversion through the party's water service infrastructure, utilizing master meters to meter the flow for purposes of billing and accountability. Each party may charge the other party a reasonable fee for wheeling water across its water infrastructure, as established through a cost of service study.

2. The party desiring a service connection shall be fully responsible for design and construction of any facilities necessary to take delivery of water at the delivery point, and such facilities shall be constructed in accordance with standards established by the other party.

3. The party requesting a service connection shall define a water budget and provide a demand scenario for a ten year period for each service connection and master meter. The water budgets and demand scenarios will provide information to the party to permit efficient water system operations. .

4. The technical transition team shall address all technical issues concerning service connections and master meters, including those referred to in section II, paragraphs k and l. Any issues which cannot be resolved by the technical transition team shall be resolved by the city and county managers and, as appropriate, by the City Council and the Board of County Commissioners.

B. Wastewater Service Connections

1. The City may provide the County with access to its wastewater collection and treatment system to ensure that customers are served through a wastewater treatment plant rather than being served by septic systems or small wastewater treatment facilities.

2. Each party shall pay a collection and treatment charge for use of the other party's wastewater collection and treatment system in accordance with the usual and customary rates established through a cost of service study.

3. Each party requesting access to the other party's wastewater collection and treatment system shall pay all costs of connecting to the wastewater collection system and shall make all connections in accordance with the standards established by the party.

4. All wastewater service connections must comply with all relevant rules, regulations and practices of the party into whose system a wastewater service connection is being established. The party establishing a wastewater service connection

shall be responsible for all engineering, design, and construction costs related to such connection.

C. Records. Each party shall maintain records of all water and/or wastewater collection system customers who receive service from the party as a result of this Agreement, and shall provide the other party with copies of such those records when requested, during reasonable business hours and with reasonable notice. The records shall at a minimum contain customer location, customer class, connection size, industrial pretreatment compliance records and water meter readings.

D. Metered Water Use. Individual water consumption of each customer discharging wastewater through the system of the other party to this Agreement shall be metered to facilitate a determination of the usage of the wastewater system and to facilitate billing and system management.

VII. CONSISTENCY WITH SETTLEMENT AGREEMENT, INTERPRETATION, AND ADDITIONAL PROVISIONS

A. All questions concerning interpretation of this Agreement shall be consistent with the goals, objectives, and express language of the Settlement Agreement and Mutual Release of Claims, dated May 19, 2008.

B. Term. This Agreement shall terminate upon the transfer of all of the infrastructure described in the Exhibits, unless terminated earlier pursuant to Article 5. This Agreement may be extended by the mutual written agreement of the parties.

C. Third Party Beneficiaries. This Agreement does not create any third party beneficiaries.

D. Appropriations. This Agreement is contingent upon sufficient appropriations and authorization being made by the parties. If sufficient appropriations are not granted, this Agreement shall terminate upon written notice.

E. Amendment. The parties may amend this Agreement by mutual written amendment.

F. Conflict of Interest. No elected official, officer, employee or agent of the City or County shall have any personal financial interest in this Agreement unless such financial interest is disclosed in advance to the City and County and neither party objects to that person's involvement in the Agreement. Neither party shall employ, in the performance of this Agreement, a person having a conflict of interest. This paragraph shall not unreasonably impede the parties desire to provide maximum opportunity for employment of local residents.

G. New Mexico Tort Claims Act. By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or

omissions in connection with this Agreement. Neither the City nor the County waives any defense or limitation of liability under New Mexico law or the New Mexico Tort Claims Act.

H. Dispute Resolution. In the event of any dispute between the parties regarding the enforcement or interpretation of this Agreement, the parties agree to first mediate before a neutral mediator mutually agreed to and paid for by the parties.

I. Applicable Law. This Agreement shall be governed by the laws of the State of New Mexico.

J. Jurisdiction over water facilities. This agreement does not affect the City's jurisdiction over the City's water facilities as specified in NMSA 1978, Section 3-27-3, on City-owned or leased property outside of the City limits.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement as of the date first written above.

**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY**

By Kathleen S. Holian
Kathleen S. Holian, Chair

5-20-13
Date

ATTEST:

Geraldine Salazar *ly vt*
Geraldine Salazar, Santa Fe County Clerk

5/21/13
Date

APPROVED AS TO FORM:

Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

5-14-13
Date

CITY OF SANTA FE:

David Coss
David Coss, Mayor
City Manager

6-10-13
Date

Attest:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk *only 5-8-13*

6-10-13
Date

APPROVED AS TO FORM:

Geno Zamora
Geno Zamora,
Santa Fe City Attorney

6/6/13
Date

APPROVED:

Francisco J. Garcia
City of Santa Fe Finance Director

6/7/13
Date

Appendix A

CITY-COUNTY WATER INFRASTRUCTURE EXCHANGE Water Infrastructure Transfer from City to County Summary Revision Date; February 12, 2013

Campo Conejo

Service Area Description:

- A. Service area is generally located in Santa Fe County's Section 12, T16N, R9E in Santa Fe County and is more accurately described in the subdivision plat filed of record with the County Clerk at Plat Book 425 pages 11-15 and Plat Book 454 pages 37-44.
- B. Water Infrastructure is shown in As-built Construction Drawing Number 83/1999.
- C. Water Infrastructure consists of approximately 1,300 linear feet of 4-inch and 9,570 linear feet of 8-inch water mains with individual 5/8-inch water meters for each customer connected to the public water system.
- D. There are 75 total approved lots with 69 lots developed and 6 lots undeveloped.
- E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

- A. Original Construction Cost: \$534,608.04.
- B. Book Value with depreciation (as of 2012): \$375,279.04.

Water Budget:

- A. Based on actual usage of the existing 69 developed lots, the 2011 water budget is 14.51 acre-feet.
- B. Based on the projected usage for the 6 undeveloped lots, the total build-out water budget is 15.53 acre-feet.

Turquoise Trail South

Service Area Description:

- A. Service area includes properties between I-25, NM599 and its projection to the east across NM14, with contour elevation 6400 feet representing the east area boundary. This service area includes existing developments such as Bisbee Court, Thornburg development and Longford Homes and is recorded in the records with the County Clerk at Plat Book 620 pages 26-36, Plat Book 371 page 1, Plat Book 159 page 23, Plat Book 170 page 8, Plat Book 705 page 45, Plat Book 307 page 45, Plat Book 274, page 34 and Plat Book 305 page 25.
- B. Water Infrastructure is shown in As-built Construction Drawing Numbers 36/1997, 40/2005, 56/2005, 2/2006, 50/2006, 6/2007 and 29/2007.
- C. Water Infrastructure consists of approximately 1,500 linear feet of 4-inch, 6,245 linear feet of 6-inch, 13,377 linear feet of 8-inch and 10,345 linear feet of 10-inch water mains with individual water meters for each customer connected to the public water system.
- D. There are 222 total approved lots with 168 lots developed and 54 lots undeveloped.
- E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

- A. Original Construction Cost: \$1,264,372.00.

B. Book Value with depreciation (as of 2012): \$1,205,451.00.

Water Budget:

A. Based on actual usage of the existing 168 developed lots, the 2011 water budget is 33.2 acre-feet.

B. Based on the projected usage for the 54 undeveloped lots, the total build-out water budget is 41.3 acre-feet.

Santa Fe Community College

A. Service area includes the Santa Fe Community College campus generally located in Santa Fe County's Section 21, T16N R9E, on Richards Avenue and is recorded in the records with the County Clerk at Plat Book 677 pages 45-46.

B. Water Infrastructure is shown in As-built Construction Drawing Numbers 26/1987 and 48/1991.

C. Water Infrastructure consists of approximately 17 linear feet of 6-inch, 1,784 linear feet of 8-inch, 70 linear feet of 10-inch and 265 linear feet of 12-inch water mains with individual water meters for each building connected to the public water system.

D. The approved development plan has been completed.

E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

A. Original Construction Cost: \$63,613.54.

B. Book Value with depreciation (as of 2012): \$33,902.93.

Water Budget:

A. Based on actual usage of the existing development the 2011 water budget is 37.45 acre-feet.

Las Campanas Estates I and II

Service Area Description:

A. Service area is generally described as Las Campanas Estates 1 and 2, generally located in Santa Fe County's Sections 7, 8, 9, 16, 17 and 18 T17N, R9E, outside the service area of Las Campanas Cooperative recorded in the records with the County Clerk at Plat Book 223 pages 30-32, Plat Book 228 pages 20-22 and Plat Book 232 pages 9-11.

B. Water Infrastructure is shown in As-built Construction Drawing Numbers 3/1992 and 3/1993.

C. Water Infrastructure consists of approximately 7,194 linear feet of 4-inch, 19,163 linear feet of 6-inch, 18,112 linear feet of 8-inch water mains with individual water meters for each customer connected to the public water system.

D. There are 520 total approved lots with 355 lots developed and 165 lots undeveloped.

E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

A. Original Construction Cost: \$951,364.30.

B. Book Value with depreciation (as of 2012): \$532,122.50.

Water Budget:

A. Based on actual usage of the existing 355 developed lots, the 2011 water budget is 103.59 acre-feet.

B. Based on the projected usage for the 165 undeveloped lots, the total build-out water budget is 131.64 acre-feet.

Aldea de Santa Fe

Service Area Description:

- A. Service area is generally located in Santa Fe County's Section 20 T17N, R9E as recorded in the records with the County Clerk at Plat Book 459 page 6.
- B. Water Infrastructure is shown in As-built Construction Drawing Numbers 16/2000, 49/2002, 34/2004, 20/2005, 59/2005, 6/2006, 7/2006, 8/2006, 9/2006 and 35/2006.
- C. Water Infrastructure consists of approximately 3,513 linear feet of 4-inch, 856 linear feet of 6-inch, 21,253 linear feet of 8-inch and 2,012 linear feet of 10-inch water mains with individual water meters for each customer connected to the public water system.
- D. There are 538 total approved lots with 373 lots developed and 165 lots undeveloped.
- E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

- A. Original Construction Cost: \$1,255,173.
- B. Book Value with depreciation (as of 2012): \$1,033,551.

Water Budget:

- A. Based on actual usage of the existing 373 developed lots, the 2011 water budget is 42 acre-feet.
- B. Based on the projected usage for the 165 undeveloped lots, the total build-out water budget is 70.05 acre-feet.

La Mirada

Service Area Description:

- A. Service area is generally located in Santa Fe County's Section 19 T17N, R9E as recorded in the records with the County Clerk at Plat Book 411 pages 14-15.
- B. Water Infrastructure is shown in As-built Construction Drawing Number 71/1999.
- C. Water Infrastructure consists of approximately 219 linear feet of 4-inch and 5,569 linear feet of 8-inch water mains with individual water meters for each customer connected to the public water system.
- D. There are 46 total approved lots with 26 lots developed and 20 lots undeveloped.
- E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

- A. Original Construction Cost: \$126,821.78.
- B. Book Value with depreciation (as of 2012): \$89,025.14.

Water Budget:

- A. Based on actual usage of the existing 26 developed lots, the 2011 water budget is 4.5 acre-feet.
- B. Based on the projected usage for the 20 undeveloped lots, the total build-out water budget is 7.9 acre-feet.

Tessera

Service Area Description:

- A. Service area is generally located in Santa Fe County's Sections 17 and 20 T17N, R9E as recorded in the records with the County Clerk at Plat Book 651 pages 5-14.
- B. Water Infrastructure is shown in As-built Construction Drawing Number 74/2005.

C. Water Infrastructure consists of approximately 1,737 linear feet of 4-inch, 172 linear feet of 6-inch and 11,526 linear feet of 8-inch water mains with individual water meters for each customer connected to the public water system.

D. There are 88 total approved lots with 4 lots developed and 84 lots undeveloped.

E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

A. Original Construction Cost: \$368,456.41.

B. Book Value with depreciation (as of 2012): \$325,348.83.

Water Budget:

A. Based on actual usage of the existing 4 developed lots, the 2011 water budget is 0.68 acre-feet.

B. Based on the projected usage for the 84 undeveloped lots, the total build-out water budget is 14.96 acre-feet.

La Mariposa

Service Area Description:

A. Service area is generally located in Santa Fe County's Section 9 T17N, R9E as recorded in the records with the County Clerk at Plat Book 198 page 1.

B. Water Infrastructure is shown in As-built Construction Drawing Numbers 8/1988 and 1/1989.

C. Water Infrastructure consists of approximately 783 linear feet of 4-inch, 2,335 linear feet of 6-inch and 11,590 linear feet of 8-inch water mains with individual water meters for each customer connected to the public water system.

D. There are 73 total approved lots with 67 lots developed and 6 lots undeveloped.

E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

A. Original Construction Cost: \$357,947.50.

B. Book Value with depreciation (as of 2012): \$183,851.45.

Water Budget:

A. Based on actual usage of the existing 73 developed lots, the 2011 water budget is 15.04 acre-feet.

B. Based on the projected usage for the 6 undeveloped lots, the total build-out water budget is 16.06 acre-feet.

La Tierra

Service Area Description:

A. Service area is generally located in Santa Fe County's Section 6 T17N, R9E and Sections 31 and 32 T18N, R9E as recorded in the records with the County Clerk at Plat Book 42 pages 20-24, Plat Book 45 page 8 and Plat Book 58 page 17.

B. Water Infrastructure is shown in As-built Construction Drawing Number 30/1981.

C. Water Infrastructure consists of approximately 2,077 linear feet of 4-inch, 14,897 linear feet of 6-inch, 10,364 linear feet of 8-inch, 1,840 linear feet of 12-inch and 14,061 of 16" water mains with individual water meters for each customer connected to the public water system.

D. There are 166 total approved lots with 118 lots developed and 48 lots undeveloped.

E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

A. Original Construction Cost: \$1,559,470.30.

B. Book Value with depreciation (as of 2012): \$578,079.51.

Water Budget:

A. Based on actual usage of the existing 118 developed lots, the 2010 water budget is 15.49 acre-feet.

B. Based on the projected usage for the 48 undeveloped lots, the total build-out water budget is 23.65 acre-feet.

Santa Maria de La Paz and Santa Nino

Service Area Description:

A. Service area includes the Santa Maria de La Paz and Santa Nino campus generally located in Santa Fe County's Section 20, T16N R9E, on Richards Avenue and is recorded in the records with the County Clerk at Plat Book 378 page 19.

B. Water Infrastructure is shown in As-built Construction Drawing Numbers 16/1993, 2/2002 and 48/2005.

C. Water Infrastructure consists of approximately 15 linear feet of 4-inch, 75 linear feet of 6-inch, 430 linear feet of 8-inch and 768 linear feet of 10-inch water mains with individual water meters for each building connected to the public water system.

D. The approved development plan has been completed.

E. Water Infrastructure to be transferred from City to County.

Service Area Costs:

A. Original Construction Cost: \$76,909.43.

B. Book Value with depreciation (as of 2012): \$54,416.89.

Water Budget:

A. Based on actual usage of the existing development the 2010 water budget is 3.88 acre-feet.

EXHIBIT L

**COUNTY OF SANTA FE AND THE CITY OF SANTA FE
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT
SERVICES**

**COUNTY OF SANTA FE AND THE CITY OF SANTA FE
MUTUAL AID AGREEMENT FOR
LAW ENFORCEMENT SERVICES**

The City of Santa Fe (City) and Santa Fe County (County) enter into this Mutual Aid Agreement (Agreement) for law enforcement services within the Presumptive City Limits, Phase II Annexation (Phase II). This Agreement is effective as of the date of the last signature.

Recitals

1. The City, the County entered into a Settlement and Mutual Release of Claims (Settlement Agreement) on May 19, 2008;
2. The Settlement Agreement provides that the "County shall provide law enforcement and fire protection services to all areas outside of the Presumptive City Limits and to all Areas to be Annexed until annexation;" *Settlement Agreement, 2(r)*.
3. The Settlement Agreement also states that "In the area to be annexed that is most densely populated (between Airport Road and Agua Fria Road) and most in need of augmented law enforcement services, the County shall maintain its current level of law enforcement services until annexation and thereafter, by separate Joint Powers Agreement, for a period up to three years following annexation." *Settlement Agreement, 2(r)*.
4. The Settlement Agreement also states that "The City shall immediately upon annexation match that level of law enforcement service provided by the County and over the three year period replace the County law enforcement services." *Settlement Agreement, 2(r)*.
5. The Settlement Agreement does not "preclude interagency coordination of fire protection and law enforcement as set forth in other agreements or through informal means and the County shall continue to provide fire protection and law enforcement services at levels required by such agreements currently in force." *Settlement Agreement, 2(s)*.
6. The Settlement Agreement also provides that "Supplemental joint service agreements may be negotiated from time to time between the City and County whereby City services may be provided in advance of annexation, on terms agreeable to the parties." *Settlement Agreement, 2(v)*.
7. The Mutual Aid Act allows any "state, county or municipal agency having and maintaining peace officers may enter into mutual aid agreements with any public agency as defined in the Mutual Aid Act, with respect to law enforcement, provided any such agreement shall be approved by the agency involved and the governor." NMSA 1978, § 29-8-3.

Agreement

1. City and County Law Enforcement Schedule

The City and the County agree to the following schedule of law enforcement in the Phase II:

- A. In the first year following annexation, July 1, 2013 through June 30, 2014, the County shall maintain its current level of law enforcement in Phase II.
- B. In the second year following annexation, July 1, 2014 through June 30, 2015, the City will assume law enforcement south of Airport Road in Phase II. The County will maintain responsibility for law enforcement in all other areas of Phase II.
- C. In the third year following annexation, July 1, 2015 through June 30 2016, the City will assume law enforcement south of the traditional historic village of Agua Fria in Phase II. The County will maintain responsibility for law enforcement in all other areas of Phase II.
- D. From July 1, 2016, the City shall assume and maintain law enforcement throughout Phase II.
- E. Immediately following annexation of Phase III, as described by the Phasing Agreement, the City shall assume and maintain law enforcement throughout Phase III.

2. Third Party Beneficiaries

This Agreement does not create any third party beneficiaries.

3. Appropriations

This Agreement is contingent upon sufficient appropriations and authorization being made by the parties. If sufficient appropriations are not granted, this Agreement shall terminate upon written notice.

4. Amendment

The parties may amend this Agreement by mutual written agreement.

5. New Mexico Tort Claims Act

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Neither the City nor the County waive any defense or limitation of liability under New Mexico law or the New Mexico Tort Claims Act.

6. Dispute Resolution

In the event of any dispute between the parties regarding the enforcement or interpretation of this Agreement, the parties agree to first mediate before a neutral mediator mutually agreed to and paid for equally by the parties.

7. Scope of the Agreement

This Agreement supersedes all of the agreements and understandings between the parties concerning law enforcement services following Phase II of Annexation.

8. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

9. Liability.

Each party to this Agreement shall be solely liable for the defense and satisfaction of any claim, including costs and attorney's fees, against that party's officer, government, or employees and agents that arises from conduct of the officer when acting pursuant to this Agreement.

10. Insurance.

Each party agrees to provide law enforcement liability insurance (or a policy of self-insurance) with policy limits adequate to protect the party from and against any and all claims, demands, suits, defense costs, judgments, liability or consequential damages of any kind or nature, caused by any act, omission, fault, mistake or negligence of the an officer employed by the party, the party, and its employees, officials, and agents in connection with the law enforcement activities that are the subject of this Agreement, or in connection with the performance or failure to perform under the terms and conditions of this Agreement. Neither party will be obligated to insure the other party or to provide a defense or indemnity in the event of a claim, suit or demand related in any way to the activities specified in this Agreement.

11. Signatures.

This Agreement shall be effective as of the date of the final signature.

For the City:

David Coss

David Coss, Mayor
City of Santa Fe

6-10-13

Date

Attest:

Yolanda Y. Vigil

Yolanda Y. Vigil, City Clerk

6-10-13

Date

Approved as to Form:

Geno

Geno Zamora, City Attorney

6/6/13

Date

Marcos Tapia

Marcos Tapia, Finance Director

6/7/13

Date

For the County:

Kathleen S. Holian
Kathleen S. Holian, Chair, Board of
County Commissioners

5-20-13
Date

Approved as to Form:

Stephen C. Ross
Stephen C. Ross, Santa Fe County Attorney

5-14-13
Date

Attest:

Geraldine Salazar *ly UT*
Geraldine Salazar, Santa Fe County Clerk

5/21/13
Date

Teresa Martinez
Teresa Martinez, County Finance Director

5/19/13
Date

APPROVED AS TO FORM:

Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

5-14-13
Date

For the Governor:

Governor of the State of New Mexico

Date

APPROVED AS TO FORM:

General Counsel

Date

EXHIBIT M

COUNTY OF SANTA FE AND THE CITY OF SANTA FE MEMORANDUM OF UNDERSTANDING FOR FIRE PROTECTION AND EMS SERVICE

**COUNTY OF SANTA FE AND THE CITY OF SANTA FE
MEMORANDUM OF UNDERSTANDING FOR
FIRE PROTECTION AND EMS SERVICE**

The City of Santa Fe (City) and Santa Fe County (County) enter into this Memorandum of Understanding (MOU) for fire protection and EMS service within the Presumptive City Limits, Phase II Annexation (Phase II). This Agreement is effective as of the date of the last signature.

Recitals

1. The City, the County entered into a Settlement and Mutual Release of Claims (Settlement Agreement) on May 19, 2008;
2. The Settlement Agreement provides that the "County shall provide law enforcement and fire protection services to all areas outside of the Presumptive City Limits and to all Areas to be Annexed until annexation;" *Settlement Agreement, 2(r)*.
3. The Settlement Agreement does not "preclude interagency coordination of fire protection and law enforcement as set forth in other agreements or through informal means and the County shall continue to provide fire protection and law enforcement services at levels required by such agreements currently in force." *Settlement Agreement, 2(s)*.
4. The Settlement Agreement also provides that "Supplemental joint service agreements may be negotiated from time to time between the City and County whereby City services may be provided in advance of annexation, on terms agreeable to the parties." *Settlement Agreement, 2(v)*.
5. NMSA 1978, § 5-1-1 permits a municipality or county to contract with other political subdivisions or for the operation of its ambulance service.
6. NMSA 1978, §§ 3-18-6 and 3-18-11 permit a municipality to establish fire zones and adopt regulations for the prevention of fire.

Agreement

1. The County agrees to the following:
 - A. Maintain the current level of fire and EMS service in Phase II of Annexation, areas 2 and 4 for a period of five (5) years following annexation Phase II.

B. Maintain Agua Fria Fire Station 1 as the primary response hub for County Fire career and volunteer response and activities during the transition period.

The County will provide the opportunity to the City to jointly or fully occupy the Agua Fria Fire Station as the City expands its fire and emergency medical services pursuant to this Agreement, so long as a mutual aid agreement provides for fire and emergency medical services in the area now served by that Station. The mutual aid agreement shall provide for disposition of the Agua Fria Station by donation, lease or sale, to the extent permissible by law. Notwithstanding the previous sentences, the City and County agree to work collaboratively and jointly to provide adequate fire facilities for both the incorporated and unincorporated territory to ensure that fire and emergency medical services are adequate, which will be memorialized in a separate mutual aid agreement to be approved by both the County and the City.

C. Continue to perform under the current JPA regarding fire and EMS response during and after the transition period unless a subsequent agreement is negotiated and approved.

D. Have the ability to decrease daily staffing at Agua Fria Station 1 during the transition period as the City incorporates new fire department resources into the area provided that the decrease does not diminish the current level of service.

E. Retain the option to relocate all County career staff following the transition period.

F. Maintain the current level of fire and EMS service in Phase III until such time as the annexation of Phase III is complete.

G. Continue to provide fire and EMS service in Area 1 North of Alameda even after annexation through implementation of a mutual aid agreement.

2. The City Agrees to:

A. Assume Fire Protection service in Phase II of Annexation Areas 5 and 7.

B. Maintain the current level of fire and EMS service in Area 18 for five (5) years following annexation Phase II.

C. Provide plan and development review, fire code enforcement, and fire investigation services in all areas of Phase II and Phase III of Annexation for the 5 years following phase II of annexation.

D. Work cooperatively with the County to integrate new City fire department resources into the area.

E. Share training resources as requested and available and participate in joint fire department trainings with Santa Fe County during the transition period.

F. Continue to abide by the current JPA regarding fire and EMS response during and after the transition period unless a subsequent agreement is negotiated and approved.

3. Appropriations

This Agreement is contingent upon sufficient appropriations and authorization being made by the parties. If sufficient appropriations are not granted, this Agreement shall terminate upon written notice.

4. Amendment

The parties may amend this Agreement by mutual written agreement.

5. New Mexico Tort Claims Act

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Neither the City nor the County waive any defense or limitation of liability under New Mexico law or the New Mexico Tort Claims Act.

6. Dispute Resolution

In the event of any dispute between the parties regarding the enforcement or interpretation of this Agreement, the parties agree to first mediate before a neutral mediator mutually agreed to and paid for equally by the parties.

7. Scope of the Agreement

This Agreement supersedes all of the agreements and understandings between the parties concerning law enforcement services following Phase II of Annexation.

8. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

9. Liability.

Each party to this Agreement shall be solely liable for the defense and satisfaction of any claim, including costs and attorney's fees, against that party's officer, government, or employees and agents that arises from conduct of the officer when acting pursuant to this Agreement.

10. Insurance.

Each party agrees to provide law enforcement liability insurance (or a policy of self-insurance) with policy limits adequate to protect the party from and against any and all claims, demands, suits, defense costs, judgments, liability or consequential damages of any kind or nature, caused by any act, omission, fault, mistake or negligence of the an officer employed by the party, the party, and its employees, officials, and agents in connection with the law enforcement activities that are the subject of this Agreement, or in connection with the performance or failure to perform under the terms and conditions of this Agreement. Neither party will be obligated to insure the other party or to provide a defense or indemnity in the event of a claim, suit or demand related in any way to the activities specified in this Agreement.

11. Signatures.

This Agreement shall be effective as of the date of the final signature.

For the City:

David Coss

David Coss, Mayor
City of Santa Fe

6/10/13

Date

Attest:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk *cert 5813*

6-10-13

Date

Approved as to Form:

Geno Zamora
Geno Zamora, City Attorney

6/6/13

Date

Marcos Tapia
Marcos Tapia, Finance Director

6/7/13

Date

For the County:

Kathy Holian
Kathy Holian, Chair, Board of Santa Fe
County Commissioners

5-20-13
Date

Approved as to Form:

Stephen C. Ross
Stephen C. Ross, Santa Fe County Attorney

5-14-13
Date

Attest:

Geraldine Salazar *by VT*
Geraldine Salazar, Santa Fe County Clerk

5/21/13
Date

Teresa Martinez
Teresa Martinez, County Finance Director

5/19/13
Date

EXHIBIT N

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS (2008)

SETTLEMENT AGREEMENT
AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement is entered by and between the Governing Body of the City of Santa Fe, New Mexico, a municipal corporation organized and existing under the Laws of the State of New Mexico (hereinafter referred to as "the City"), the Board of County Commissioners of Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as "the County"), the Extraterritorial Zoning Authority and the Extraterritorial Zoning Commission, extraterritorial planning and zoning bodies created through a Joint Powers Agreements by and between the City and County (entities created by the 1991 Joint Powers Agreement of the City and County and hereinafter referred to as "the EZA" and "the EZC"), and the owners of land within Area 10, as defined herein, whose signatures are included at the end of this Agreement (hereinafter collectively referred to as "Las Soleras"), all collectively referred to herein as "the parties."

WHEREAS, a dispute has arisen among the parties hereto over the proposed annexation of the proposed development known as "Las Soleras" and the dispute resulted in the filing of six lawsuits in the federal and State courts in New Mexico;

WHEREAS, the dispute concerning the annexation of Las Soleras led to differences of opinion between the City and the County over the issue of annexation in general;

WHEREAS, part of the mandate of the Regional Planning Authority, a joint City and County Board devoted to regional planning and established by the Fifth Amended

and Restated Joint Powers Agreement for the Regional Planning Authority (hereinafter referred to as "the RPA"), is to address the annexation issue, but the controversy over Las Soleras' application to the EZC and EZA arose before the RPA could complete its work;

WHEREAS, the dispute outlined above and the lawsuits have significantly burdened the parties, affected City/County relations, impaired the reasonable development of the City, and has burdened the County with an area that is largely urban;

WHEREAS, the parties desire to resolve all the disputes and lawsuits in a comprehensive settlement that: (i) permits annexation of Las Soleras (portions of area 10, identified on Attachment A hereto), (ii) permits annexation of Areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, the unannexed portion of Area 13, Areas 15, 16, 17 and 18, identified on Attachment A, in a way that does not unreasonably impact the City, the County, or the citizens residing in those areas, (iii) resolves annexation issue for a period of no less than twenty years and enables the City and County to effectively plan in their respective jurisdictions; (iv) addresses the need to establish sensible water and wastewater utility service areas for the City and County and remedies existing inconsistencies in the service areas in a reasonable way; and (v) focuses City/County interactions on positive intergovernmental projects rather than lawsuits and controversy; and

WHEREAS, the parties hereto therefore desire to enter into a binding agreement to settle the remaining lawsuits and all issues related thereto.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. STIPULATED DISMISSAL OF ALL PENDING LITIGATION. Upon final execution of this Agreement by all of the parties hereto, the parties shall file a stipulation of dismissal of each of the following cases:

a. *Las Soleras Oeste Ltd. Co., Geronimo Partnership, the Crossing LLC, Crowne Santa Fe LLC, Randall Schmille, Tierra de la Amigos LLC, and Burttram Family Investments LLC v. City of Santa Fe*, First Judicial District Court Cause No. D-0101-CV-2006-02397; and

b. *City of Santa Fe v. Santa Fe Extraterritorial Zoning Authority, Santa Fe Extraterritorial Zoning Commission and Las Soleras Ltd., J. Harmon Burttram and Anne Janssen, Faye E. Gardner, and Building Services Co., as owners of the proposed Development Known as the Las Soleras Development*, First Judicial District Court Cause No. D-0101-CV-2006-01555.

2. ANNEXATION OF AREAS 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, THE UNANNEXED PORTION OF AREA 13, AREAS 15, 16, 17 AND 18.

a. The City shall annex Areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, the unannexed portion of Area 13, Areas 15, 16, 17 and 18, all as shown on Attachment A.¹

b. The annexations referred to in the previous paragraph shall be accomplished within the five year period commencing on the effective date of this Agreement. Annexations shall be accomplished through any of the means described in NMSA 1978, §§ 3-7-1 through 3-7-18 (1965)(as amended), but the petition method set forth in NMSA 1978, § 3-7-17.1 (2003) shall be preferred. In the event the Municipal Boundary Commission method set forth in NMSA 1978, §§ 3-7-11 through 3-7-16 (1965)(as amended) is used, or the petition method is used but all owners fail to sign the petition thus requiring action of the Extraterritorial Land Use Authority as set forth in

¹ The remaining portion of Area 10 will be annexed, but is addressed specially in Section 3 of this Agreement.

NMSA 1978, § 3-7-17.1(C) (2003), then the County shall fully cooperate with the City in the prosecution of the applications.

c. Area 1 and Area 12 shall be annexed but the rural residential zoning prevalent in the area shall be respected by the City following annexation and urban densities shall not be established within Area 1 or Area 12 during the term of this Agreement. Appropriate zoning shall be developed by the City for these areas prior to annexation.

d. Residents of Area 1 shall be permitted to submit a petition or petitions with the Board of County Commissioners to include portions of Area 1 in the Agua Fria Traditional Historic Community prior to annexation.

e. Area 7 shall be annexed concurrently or following annexation of Areas 2, 3, 4, and 5.

f. The City may annex Areas 1, 2, 3, 4, 5, 6, 8, 9, 11, 12, the unannexed portion of Area 13, 15, 16, 17 and 18,) immediately or, alternatively, may annex the areas sequentially over a period not to exceed five years. Specific target dates for filing of the appropriate petition with the Municipal Boundary Commission or the appropriate petition pursuant to the petition method shall be established by a separate written City-County Agreement. The City and the County immediately shall undertake a joint comprehensive survey of existing conditions within Areas 2, 4 and 5 to identify relevant public infrastructure in those areas that will be subject to the terms of this Agreement and to identify relevant public nuisances. The information gathered may be used to establish specific target dates for annexation and to plan annexation within those areas. Once agreed upon, the target dates may only be changed by subsequent written amendment.

g. Territory to be annexed pursuant to this Agreement shall be referred to herein as "Areas to be Annexed" and current city boundaries augmented by these Areas to be Annexed shall be referred to as within the "Presumptive City Limits." No areas outside the Presumptive City Limits shall be annexed for twenty years unless the City and the County specifically agree by separate written agreement. Area 14, the Rodeo Grounds and County Fair Grounds, shall remain unannexed.

h. The County approves the annexation of Areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, the unannexed portion of Area 13, Areas 15, 16, 17 and 18, and shall provide to the City such approvals in writing and in appropriate forums after due notice and opportunity to comment on annexations initiated by the petition method pursuant to NMSA 1978, § 3-7-17.1 (2003).

i. The Beatty annexation (a portion of area No. 10 described on Attachment C to this Agreement) shall be recorded immediately without objection by the County.

j. County roads lying within parcels to be annexed shall be annexed contemporaneously with the adjoining parcels, and any County road that serves as a boundary for annexed property shall be annexed contemporaneously to the right of way boundary opposite the parcel being annexed. Upon annexation of any road owned by the County as provided for in this paragraph, the City shall assume ownership and maintenance responsibilities, and the County thereafter shall have no responsibility for the road.

k. The County shall maintain existing county roads within the Areas to be Annexed to customary county maintenance standards until annexation by the City. This

Agreement shall not be construed to require the County to provide significant capital improvements to an existing road or construct a new road within the Areas to be Annexed in the absence of a separate written agreement by and between the City and County that provides a means for financing the capital improvements. No construction or other capital improvements to roads within the Presumptive City Limits shall be undertaken by the County after execution of this Agreement without first having obtained written approval from the City. Nothing in this Agreement shall absolve any person or entity from an obligation to complete roads as specified in any approved development plan the Areas to be Annexed.

l. The City shall not construct or maintain roads within the Areas to be Annexed except as provided in a separate written agreement of the City and the County.

m. 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.

n. The water and wastewater utility service areas of the City and County shall coincide with the Presumptive City Limits; the City water and wastewater utility service area shall be within the Presumptive City Limits and the County utility service area shall be outside the Presumptive City Limits.

o. City water and wastewater customers outside the Presumptive City Limits will be transferred to the County when the County is able to provide service unless prohibited by a current contract with a customer, decrees of a court, or applicable rulings

of the Public Regulation Commission. Accordingly, upon consent or assignment, water and wastewater customers not in the City and outside of the Presumptive City Limits, such as those in the Aldea development, IAIA, and the Santa Fe Community College shall become County customers when the County is able to provide water and wastewater service. County water customers within the Presumptive City Limits shall be transferred to the City when the City is able to provide service unless prohibited by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission. Accordingly, upon consent or assignment, water customers within Area 7 shall become City customers when the City is able to provide service. The City and County Managers shall meet and confer and develop a plan to accomplish these transfers, and the plan shall be documented in a subsequent written amendment to this Agreement. The Plan shall include provisions for reimbursement of the City and County for the actual value of the infrastructure transferred as established by an appraisal prepared by an appraiser chosen by mutual agreement of the parties. If either party assumes a water delivery obligation for which the customer transferred water rights to the City or County, the City or County shall transfer those water rights, along with the customers, to the other party.

p. The County agrees to adopt an ordinance pursuant to NMSA 1978, § 7-2-14.3 (2003) to provide a partial property tax rebate for low-income taxpayers who have their principal place of residence in the County and, if deemed necessary by the Board of County Commissioners, to adopt a resolution to submit to the qualified electors of the County pursuant to NMSA 1978, §§ 7-2-14.4 (2001) and 7-2-14.5 (1994), the question whether to impose a property tax increase to fund the property tax rebate.

q. In addition to roads and water and wastewater service, discussed previously, the City shall provide municipal services within areas annexed pursuant to this Agreement, including but not limited to solid waste disposal, law enforcement and fire protection.

r. The County shall provide law enforcement and fire protection services to all areas outside of the Presumptive City Limits and to all Areas to be Annexed until annexation. In the area to be annexed that is most densely populated (between Airport Road and Agua Fria Road) and most in need of augmented law enforcement services, the County shall maintain its current level of law enforcement services until annexation and thereafter, by separate Joint Powers Agreement, for a period up to three years following annexation. The City shall immediately upon annexation match that level of law enforcement service provided by the County and over the three year period replace the County law enforcement services.

s. Nothing herein shall preclude interagency coordination of fire protection and law enforcement as set forth in other agreements or through informal means and the County shall continue to provide fire protection and law enforcement services at levels required by such agreements currently in force.

t. The City shall provide to the County, through electronic means if feasible, information concerning the boundaries of each annexation as soon as possible after the annexation is complete so that the City and County will each have the correct City limits on their respective books and records.

u. No further annexation except those specifically set forth in this Agreement will be permitted for twenty years from the effective date of this Agreement unless agreed to in writing specifically by the City and County.

v. Supplemental joint service agreements may be negotiated from time to time between the City and County whereby City services may be provided in advance of annexation, on terms agreeable to the parties.

w. The parties shall sign and record all documents necessary to accomplish the foregoing.

3. ANNEXATION, AREA 10.

a. Las Soleras (a portion of Area No. 10, Attachment A) shall be annexed via a landowner-initiated "Petition Method" application as set forth in NMSA 1978, §3-7-17 A (2) The application shall be submitted to the City of Santa Fe Governing Body immediately upon execution of this Agreement and shall consist of an (1) Annexation Petition, (2) General Plan Amendment and (3) Rezoning, all consistent with the map attached as Attachment B, which map includes the approvals granted by the Extraterritorial Zoning Authority in Case # Z/V 04-4592 (the "Presbyterian Project"). It is expressly understood and agreed that this Agreement does not constitute an approval of any portion of the Application or the map attached hereto as Attachment B.

b. Richards Avenue between Governor Miles and Interstate 25, together with its right of way, shall be annexed contemporaneously with Area 10 as described in paragraph 3(a). The County will consent in writing to the annexation, including the annexation of Richards Avenue. Upon annexation, the County shall provide a quitclaim deed to the City for Richards Avenue between Governor Miles and Interstate 25. The

City shall, upon annexation of Richards Avenue, assume ownership and maintenance and the County shall have no responsibility therefore.

c. The portion of Beckner Road owned by the County shall be annexed along with the annexation of Area 10 as described in paragraph 3(a). The County will consent in writing to the annexation of Beckner Road. Upon annexation, the County shall provide a quitclaim deed for the portion of Beckner Road that it owns. The City shall, upon annexation of Beckner Road, assume ownership and maintenance and the County shall have no responsibility therefore.

d. Any changes to the zoning of Area 10 after the Governing Body's approval of the Annexation Petition, General Plan Amendment, and Rezoning, as described in 3(a) above, shall require rezoning pursuant to City ordinances. Immediately following the Governing Body's approval of the Annexation Petition, General Plan Amendment and Rezoning described in 3(a) above, all additional approvals necessary for development of Area 10 including, but not limited to, preliminary and final development approval, shall be within the City of Santa Fe's jurisdiction.

e. The success of Area 10 is critical to the success of the annexation strategy set forth herein. Accordingly, the City shall in accordance with its applicable ordinances, regulations and rules, issue building permits and other necessary approvals when request by Las Soleras without unreasonable delay.

f. The parties shall sign and record all documents necessary to accomplish the foregoing, including documents, plans, plats and ordinances required.

g. As of the effective date of this Agreement, Las Soleras is within the water service area of the County. The parties acknowledge that Las Soleras has submitted

a Water Dedication and Acknowledgment form to the County in accordance with adopted County water policy in the amount of 36 acre-feet of valid pre-1907 consumptive use water rights (the "Water Rights") and is beginning the process of transferring the Water Rights to the County to provide for delivery of that amount of water to serve the proposed Presbyterian Project.

The Parties agree that after annexation to the City, the Water Rights shall be transferred by the County to the City and the entitlements to water service from the County will be accepted by the City after they have assumed ownership of the Water Rights. The City shall provide water service to the proposed Presbyterian Project or successor project in the amount of Water Rights transferred to it by the County and in accordance with its water transfer ordinance in effect at that time; provided however, that Las Soleras agrees that after the Water Rights are transferred the City, if the City requests that the transferred Water Rights be transferred to the Buckman well field, Las Soleras agrees to ensure that the point of diversion for use of the transferred Water Rights shall be the Buckman well field.

h. As of the effective date of this Agreement, Las Soleras is within the sewer service area of the County. The parties acknowledge and agree that upon application for annexation of Las Soleras in accordance with subsection a, above, the City shall issue a "can and will serve" letter to Las Soleras for sewer service in accordance with its rules and regulations.

4. THE EXTRATERRITORIAL ZONING AUTHORITY AND EXTRATERRITORIAL ZONING COMMISSION.

a. The City and County will execute a Joint Powers Agreement for the two mile extraterritorial zone and the five mile planning and platting jurisdiction to abolish the EZA and the EZC in their present form and to establish by ordinances an Extraterritorial Land Use Authority and Extraterritorial Land Use Commission pursuant to NMSA 1978 §3-21-3.2 (2003) exclusively for the following three purposes: (1) to delegate all authority possessed by the City over areas *outside* the Presumptive City limits to the County, including specifically the City's concurrent planning and platting and subdivision approval authority pursuant to NMSA 1978, § 3-20-5 (1965) and the City's concurrent zoning authority pursuant to NMSA 1978, § 3-21-2 (2003) which areas shall be zoned and platted by the County pursuant to its Land Development Code, including specifically the County's concurrent planning and platting authority pursuant to NMSA 1978, § 3-20-5 (1965) and the County's concurrent zoning authority pursuant to NMSA 1978, § 3-21-2 (2003); (2) to delegate planning, platting, subdivision approval and zoning jurisdiction over areas *inside* the Presumptive City Limits to the City, as set forth in this Agreement, which areas shall be zoned and platted based on the RPA Land Use Plan and other appropriate planning tools such as the Southwest Area Master Plan or subsequently-developed plans; upon annexation, property within the areas to be annexed shall receive, as preliminary zoning, the zoning in place prior to annexation; and (3) to address annexation petitions filed with the City pursuant to this Agreement and NMSA 1978, § 3-7-17.1 (2003).

5. RELEASE OF CLAIMS. In consideration of full performance of the terms recited herein, the parties hereby release and forever discharge each other, and their Elected Officials, officers, directors, employees, agents, adjusters, assigns, insurers,

underwriters and attorneys from any and all past, present, or future claims that can, may or should arise from any of the various lawsuits detailed above, or for any other injuries, losses or damages arising out of the lawsuits or disputes outlined above. In consideration of full performance of the terms recited herein, the parties hereby release and forever discharge each other, and their Elected Officials, members, officers, directors, employees, agents, adjusters, assigns, insurers, underwriters and attorneys, from any and all past, present or future claims for violations of ordinances, laws, statutes or property damage, economic loss, or any other claims, injuries, losses or damages which the parties have or claims to have arisen out of the lawsuits or disputes.

6. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties have participated substantially in the negotiation and drafting of this Agreement and each Party hereby disclaims any defense or assertion in any litigation that any ambiguity herein should be construed against the draftsman.

7. ENTIRE AGREEMENT. This Agreement, including the Attachments hereto, and the documents delivered pursuant hereto, and excepting the subsequent amendments and agreements specifically mentioned herein that are required to effectuate the terms of this Agreement, constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, discussions, negotiations, representations, and understandings of the parties pertaining to the subject matter contained herein. No changes of, modifications of, or additions to this Agreement shall be valid unless the same shall be in writing and signed by all parties hereto.

8. SEVERABILITY. If any provision of this Agreement shall be determined to be contrary to law and unenforceable by any court, the remaining provisions shall be severable and enforceable in accordance with their terms. Failure of any party to insist upon strict conformance to the provisions of this Agreement shall not constitute a waiver of any of the provisions hereof.

9. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one instrument representing the Agreement between the parties hereto.

10. ATTORNEYS FEES. The parties agree that should this matter be settled under the terms herein, each party will bear its own costs and attorneys fees, except that the City shall reimburse the County for one-half of the attorneys' fees the County expended defending the EZA and EZC, and their members, of the matters referred to in paragraph 1 of this Agreement.

11. REQUIRED APPROVALS. The parties acknowledge that this Settlement Agreement must be adopted by the Governing Body of the City of Santa Fe and the Board of County Commissioners of Santa Fe County to be of legal force and effect.

12. ADMISSIONS. Nothing in this Settlement Agreement shall constitute or be construed as an admission on behalf of any party as to the validity of any claims, defenses or allegations asserted in the litigation.

13. LEGAL COUNSEL. The parties represent and warrant that each has been represented by separate legal counsel of its own choosing throughout the negotiations; that each party has carefully and thoroughly reviewed this Settlement Agreement with its

counsel; that its counsel has approved it as to form; and that each party understands the terms herein. Each of the parties acknowledges that in executing this Settlement Agreement, it relies solely on its own judgment, belief and knowledge and on such advice as it has received from its own counsel.

14. AMENDMENTS. This Settlement Agreement can only be amended or modified by a written agreement duly executed by all of the parties.

15. EFFECTIVE DATE. This Settlement Agreement shall become effective as of the date of the last signature below.

16. TERM. The term of this agreement shall be twenty years.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of last signature below.

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

By: *Jack Sullivan* 5/14/08
Jack Sullivan, Chair Date

ATTEST:

Valerie Espinoza 5-15-08
Valerie Espinoza, County Clerk Date

Approved as to form:

Stephen C. Ross 5-5-08
Stephen C. Ross, County Attorney Date



THE GOVERNING BODY OF THE CITY OF SANTA FE

By: David Coss
David Coss, Mayor

5/19/08
Date

ATTEST:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk

5/19/08
Date

Approved as to form:

Frank D. Katz
Frank D. Katz, City Attorney

5/19/08
Date

LAS SOLERAS DEL SUR, LLC
a New Mexico Limited Liability Company

By: [Signature]
Gordon L. Skarsgard, Managing Operations Member BY JOSH SKARSGARD, ATTY. IN FACT

By: [Signature]
John J. Mahoney, Managing Operations Member

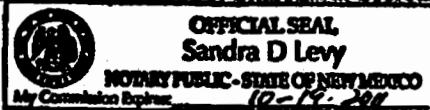
By: [Signature]
J. Harmon Burttram, Managing Oversight Member

GERONIMO EQUITIES, LLC
a New Mexico Limited Liability Company

By: [Signature]
Fred Gardner, Managing Member

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 2nd day of May, 2008 by John J. Mahoney, Vice President of Beckner Road Equities, Inc., and Attested to by Joshua J. Skarsgard, Secretary of Beckner Road Equities, Inc.

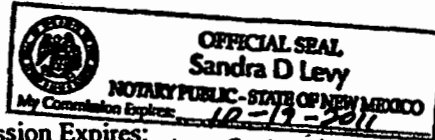


My Commission Expires: 10-19-2011

[Signature]
Notary Public

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 2nd day of May, 2008 by Gordon L. Skarsgard, Managing Member and John J. Mahoney, Managing Member of Las Soleras Community Design, LLC, a New Mexico limited liability company.



My Commission Expires: 10-19-2011

Sandra D. Levy
Notary Public

STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 2nd day of May, 2008 by John J. Mahoney, Managing Operations member, and Gordon L. Skarsgard, Managing Operations Member, and Randall W. Eakin, Managing Oversight Member of Las Soleras Oeste, Ltd. Co., a New Mexico limited liability company.



My Commission Expires: 10-19-2011

Sandra D. Levy
Notary Public

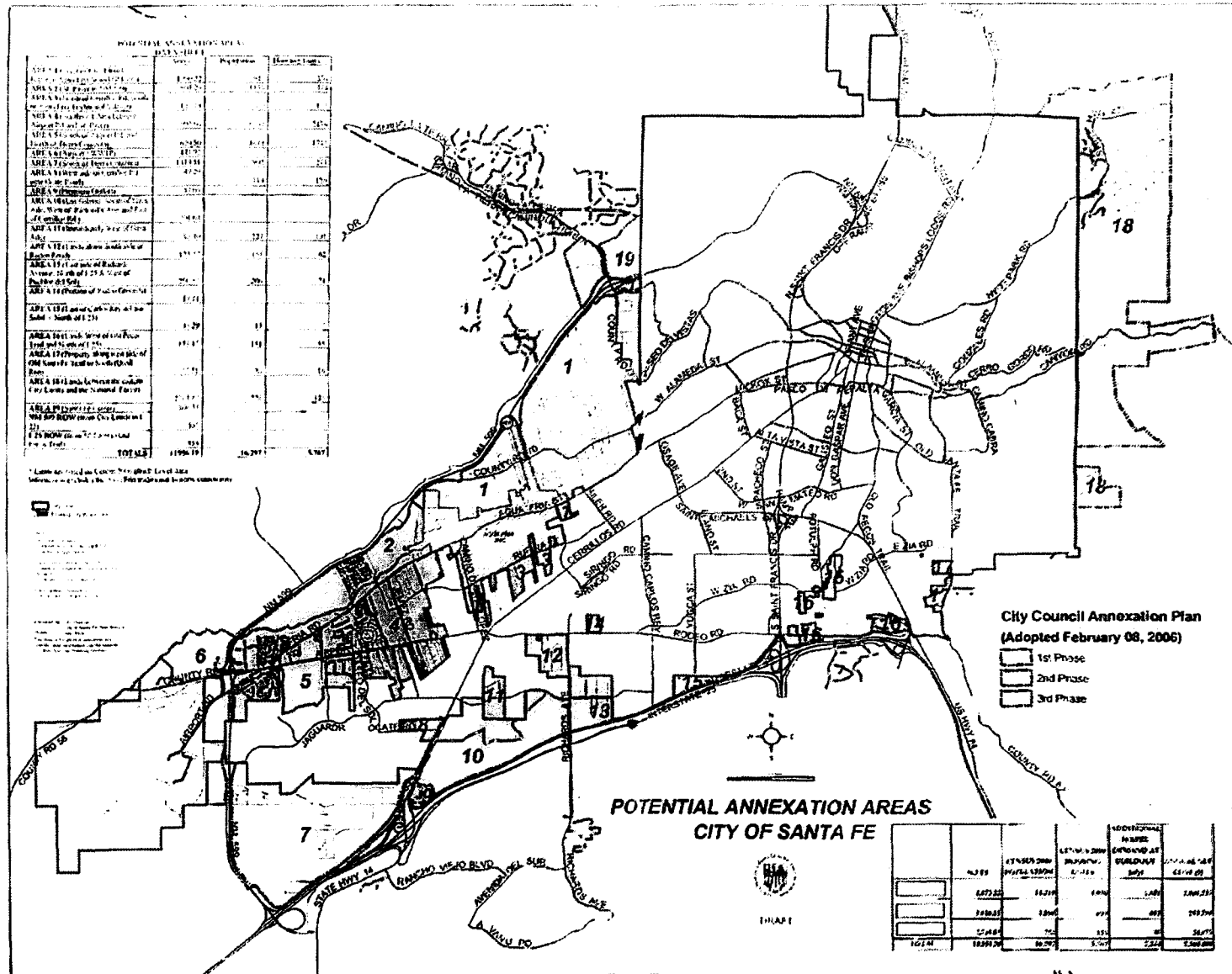
STATE OF NEW MEXICO)
COUNTY OF Bernalillo) ss.

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on the 2nd day of May, 2008 by Gordon L. Skarsgard, Managing Operations Member, John J. Mahoney, Managing Operations Member of Las Soleras Del Sur, LLC, a New Mexico Limited Liability Company.



My Commission Expires: 10-19-2011

Sandra D. Levy
Notary Public



Attachment "B"

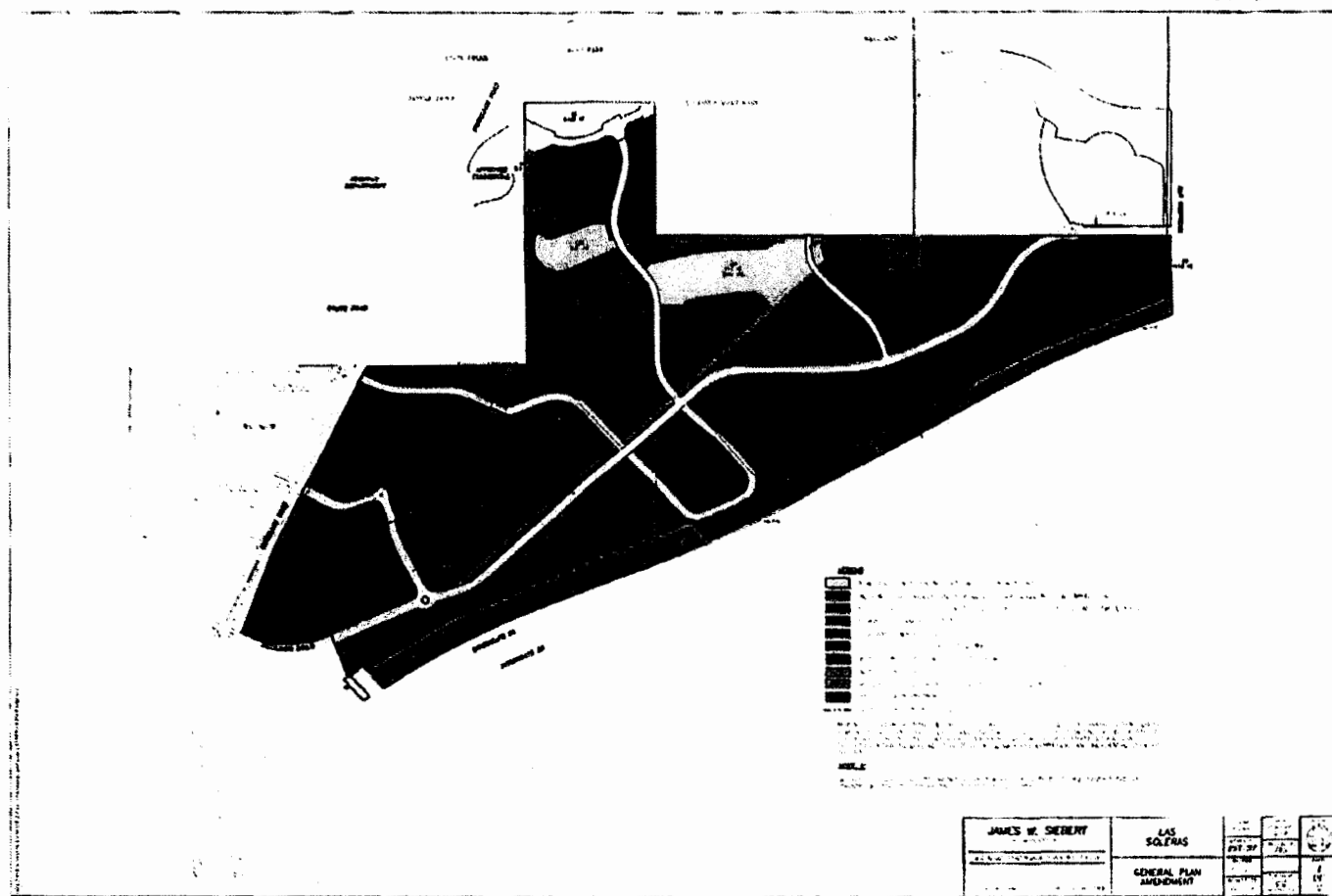


EXHIBIT O

**ANNEXATION PHASING AGREEMENT BETWEEN THE CITY
OF SANTA FE AND SANTA FE COUNTY (2009)**

**ANNEXATION PHASING AGREEMENT BETWEEN THE
CITY OF SANTA FE AND SANTA FE COUNTY**

This Agreement is entered by and between the Governing Body of the City of Santa Fe, New Mexico, a municipal corporation organized and existing under the Laws of the State of New Mexico (hereinafter referred to as "the City"), the Board of County Commissioners of Santa Fe County, a political subdivision of the State of New Mexico (hereinafter referred to as "the County").

WHEREAS, the City and County entered into a Settlement Agreement and Mutual Release of Claims dated May 19, 2008 (the "Agreement");

WHEREAS, the Agreement provided for the annexation over the succeeding five years of 17 areas of land currently within the County the phasing of which would be set by further agreement;

WHEREAS, the Agreement provides for Area 10 to be annexed by landowner-initiated petition and such petition has been file with the City;

WHEREAS, the Agreement calls for the replacement of the Extraterritorial Zoning Commission (EJC) and Extraterritorial Zoning Authority (EZA) with the Extraterritorial Land Use Commission (ELUC) and the Extraterritorial Land Use Authority (ELUA);

WHEREAS, the City and the County, by Ordinance, have established the ELUC and ELUA and have by Joint Powers Agreement abolished the EZA and EJC and specified the authorities and powers of the ELUC and ELUA; and

WHEREAS, the parties hereto now desire to specify target dates for the filing of appropriate petitions for annexations anticipated in the Agreement.

NOW, THEREFORE, THE CITY AND THE COUNTY AGREE AS FOLLOWS:

1. **LAS SOLERAS ANNEXATION.** The City will continue to process the annexation petition filed by the Las Soleras owners for a portion of Area 10.
2. **PHASE ONE OF ANNEXATION.** The City will file a petition for annexation of Areas 3, 6, 8, 9, the remaining portion of 10, 11, 13, 15, 16, 17 and the I-25 right-of-way from NM 599 to Old Pecos Trail and that portion of NM 14 (Cerrillos Road) from I-25 to the current city limit by the end of 2008.
3. **PHASE TWO OF ANNEXATION.** The City will file a petition for annexation of Areas 2, 4, 5, 7 and the NM 599 right-of-way from I-25 to the city limits east of Camino La Tierra by the end of 2011.
4. **PHASE THREE OF ANNEXATION.** The City will file a petition for annexation of Areas 1, 12, 18 and the NM 475 (Hyde Park Road) right-of-way from the current city limits to the Santa Fe National Forest boundary by the end of 2012.
5. **AMENDMENT.** This Annexation Phasing Agreement can be amended or modified only by a written agreement duly executed by all of the parties.
6. **EFFECTIVE DATE.** This Annexation Phasing Agreement shall become effective as of the date of the last signature below.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of last signature below.

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

By: Mike Anaya

Mike Anaya, Chairman

2/10/09
Date

ATTEST:

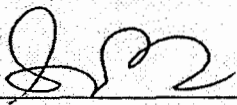
Valerie Espinoza
Valerie Espinoza, County Clerk

2/10/09
Date



SFC CLERK RECORDED 02/12/2009

Approved as to form:


Stephen C. Ross, County Attorney

1-27-09
Date

THE GOVERNING BODY OF THE CITY OF SANTA FE

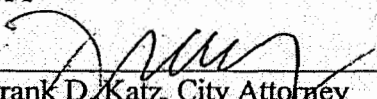
By: David Coss
David Coss, Mayor

11/24/08
Date

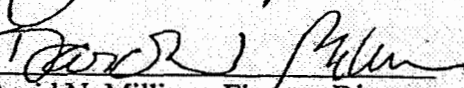


11-25-08
Date

Approved as to form:


Frank D. Katz, City Attorney

11/13/08
Date


David N. Millican, Finance Director

11/25/08
Date



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

ANNEXATION AGREE (N/C)
PAGES: 3

I Hereby Certify That This Instrument Was Filed for
Record On The 12TH Day Of February, 2009 at 09:45:42 AM
And Was Duly Recorded as Instrument # 1552072
Of The Records Of Santa Fe County

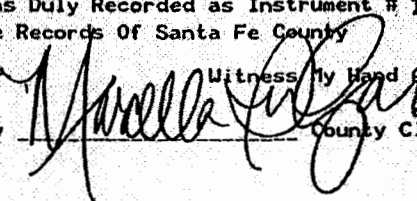
Deputy  Witness My Hand And Seal Of Office
Valerie Espinoza
County Clerk, Santa Fe, NM

EXHIBIT P

CITY OF SANTA FE RESOLUTION NO. 2006-29

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2006 - 29

INTRODUCED BY:

Miguel Chang
City Manager
Davidson

A RESOLUTION

REQUESTING CITY-INITIATED ANNEXATION OF THOSE UNINCORPORATED PORTIONS OF THE URBAN AREA IDENTIFIED ON THE ATTACHED MAP, INCLUDING THE RIGHTS-OF-WAY OF NEW MEXICO STATE HIGHWAY 599 (NM 599) AND INTERSTATE HIGHWAY 25 (I-25), THE MUNICIPAL AIRPORT AND ADJACENT LANDS NORTH TO THE SANTA FE RIVER AND EAST TO NM 599, EXCLUDING THE AGUA FRIA TRADITIONAL HISTORIC COMMUNITY.

WHEREAS, the city of Santa Fe general plan encourages annexation of land within the urban area that is designated for urban growth as a means to manage future growth within the Santa Fe region; and

WHEREAS, the areas to be annexed are within the general plan's urban area boundary; and

WHEREAS, the general plan delineates staging areas for the purpose of establishing priorities for public investment for infrastructure and city services; and

WHEREAS, approximately 3,500 housing units and most of the commercial buildings in the proposed annexation area are already connected to the city water system by approximately 48 miles of

1 water lines; and

2 **WHEREAS**, approximately 32 miles of the city's waste water lines currently serve the area;

3 **WHEREAS**, the city has spent nearly \$32 million on new roads and other capital improvements
4 in the unincorporated urban area as well as providing public safety in the form of limited Police response
5 and Fire/EMS response in the unincorporated urban area;

6 **WHEREAS**, the governing body has established the provision of affordable housing as a policy
7 of high priority and the proposed annexation areas offer less expensive land for making affordable
8 housing a reality; and

9 **WHEREAS**, the city and the county of Santa Fe initiated the southwest Santa Fe community area
10 master plan in 1999 and after holding nearly 60 neighborhood meetings completed a draft of that plan in
11 April 2002; and

12 **WHEREAS**, the regional planning authority has adopted a future land use and growth
13 management plan that includes some of these lands; and

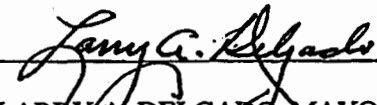
14 **WHEREAS**, annexing the lands shown on the attached map will better manage growth and the
15 city's water resources as well as more clearly identify city boundaries for land owners, residents and local
16 governments for the provision of services; and

17 **WHEREAS**, the Agua Fria traditional historic community, established by Santa Fe county
18 ordinance, is not included as part of the annexation area.

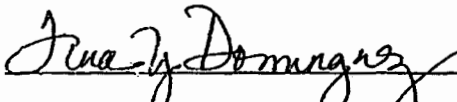
19 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY**
20 **OF SANTA FE THAT** the city manager is directed to prepare and submit to the municipal boundary
21 commission a city-initiated annexation of those areas given first priority (1st Phase) by the governing body in
22 accordance with the boundary commission method as set forth in New Mexico state statutes (3-7-1 through 3-7-18
23 NMSA, 1978); and that upon annexation, the City of Santa Fe shall, in accordance with state law, provide the same
24 level of service now being provided to existing residents in the annexed areas and that any necessary increase in the
25 level of service shall occur within a reasonable period of time; and that the areas given second priority (2nd Phase)

1 be reconsidered in one year to determine if the city is prepared to make another annexation application to the
2 boundary commission; and that the annexation process will include Early Neighborhood Notification meetings, a
3 public hearing at the Planning Commission and a public hearing at the City Council prior to the city's application
4 being presented to the Municipal Boundary Commission.

5
6 PASSED, APPROVED and ADOPTED this 8 day of February, 2006.
7

8
9 
10 LARRY A. DELGADO, MAYOR
11

12 ATTEST:

13
14 
15 TINA Y. DOMINGUEZ, ACTING CITY CLERK
16

17 APPROVED AS TO FORM:

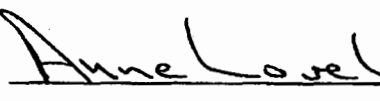
18
19 
20 ANNE LOVELY, ACTING CITY ATTORNEY
21

EXHIBIT Q

**SANTA FE COUNTY AND CITY EXTRATERRITORIAL LAND
USE JOINT POWERS AGREEMENT**

**SANTA FE COUNTY AND CITY
EXTRATERRITORIAL LAND USE
JOINT POWERS AGREEMENT**

This EXTRATERRITORIAL LAND USE JOINT POWERS AGREEMENT ("Agreement") between Santa Fe County ("County"), a political subdivision of the State of New Mexico, and the City of Santa Fe ("City"), a municipal corporation, is entered into on this 10th of September, 2008, for the purpose of clarifying matters of jurisdiction and approvals relating to planning, platting, subdivisions, zoning and annexation in the extraterritorial zones within the concurrent jurisdiction of both the County and the City.

RECITALS

WHEREAS

A. In accordance with the Joint Powers Agreement Act, §§11-1-1 through 11-1-7 NMSA 1978 the City and the County are public agencies and are authorized by law to enter into this agreement;

B. The City and County desire to clarify the jurisdiction each has over planning and platting, subdivisions, zoning, permitting and annexation with regard to the extraterritorial territory within two and five miles of city boundaries that are within the concurrent jurisdiction of the City and the County;

C. NMSA 1978 §3-21-3.2 authorizes cities and counties to enter into joint powers agreements and enact ordinances to work cooperatively on issues of planning, platting and subdivision, zoning, permitting and annexation in the territory within the concurrent jurisdiction of the City and the County;

D. The City and County have previously entered into a Joint City/County Extraterritorial Zoning and Subdivision Agreement establishing an Extraterritorial Zoning Authority and Extraterritorial Zoning Commission, which Agreement has been amended several times;

E. Disputes arose over planning and annexation matters within the extraterritorial zone that led to several lawsuits involving the City, the County and others; and

F. The City and County have resolved differences over annexation issues with a Settlement Agreement dated May 19, 2008, in which the City and County have agreed to a different approach to handling planning and platting, subdivision, zoning, permitting and annexation matters in the extraterritorial zone.

NOW, THEREFORE, THE CITY AND THE COUNTY HEREBY AGREE:

I. TERMINATION OF THE JOINT CITY/COUNTY EXTRATERRITORIAL ZONING AND SUBDIVISION AGREEMENT (1991)

The City and County hereby terminate the Joint City/County Extraterritorial Zoning and Subdivision Agreement (1991), as amended.

II. EXTRATERRITORIAL LAND USE AUTHORITY AND EXTRATERRITORIAL LAND USE COMMITTEE.

- A. Establishment - By City and County Ordinances, the City and the County shall establish a Santa Fe Extraterritorial Land Use Authority (ELUA) and Santa Fe Extraterritorial Land Use Commission (ELUC) pursuant to NMSA 1978 § 3-21-3.2.
- B. Extraterritorial Land Use Authority - The ELUA shall be made up of three members of the City Council or two members of the City Council and the Mayor, and four members of the Board of County Commissioners. The remaining member of the board of county commissioners shall be appointed as an alternate to the ELUA and the City shall appoint alternates from among the remaining city councilors. The alternates shall be notified prior to a meeting of the ELUA if an appointed member cannot attend. When replacing a member, an alternate shall have the same duties, privileges and powers as other appointed members.
- C. Extraterritorial Land Use Commission - The ELUC shall be composed of five members of the county planning commission appointed by the Board of County Commissioners of Santa Fe County and five members of the Planning Commission of the City of Santa Fe appointed by the City Council. Alternates to the ELUC shall be appointed by the Board of County Commissioners from the remaining members of the Santa Fe County Planning Commission and by the City of Santa Fe from the remaining members of the Planning Commission, who shall be notified prior to a meeting of the ELUC if an appointed member cannot attend. When replacing a member, the alternate shall have the same duties, privileges and powers as other appointed members.

III. ANNEXATION - The ELUC shall review and recommend to the ELUA approval or disapproval of annexation petitions brought pursuant to NMSA 1978 § 3-7-17.1, and the ELUA shall approve or disapprove such petitions.

IV. EXTRATERRITORIAL JURISDICTION OVER ZONING - With regard to that area lying outside the municipal boundaries and within two miles of the municipal boundary over which the City and the County have concurrent zoning authority, the City and the County through this Joint Powers Agreement hereby provide for zoning as follows:

A. over those lands lying outside the Presumptive City Limits, as defined in that certain Settlement Agreement entered into between the City and County dated May 19, 2008, the City and the County, through the ELUC and the ELUA, shall adopt County zoning ordinances as the Extraterritorial Zoning Ordinance for that zone and shall expressly delegate to the County all decisions with regard to zoning in that area and by such delegation hereby ratify such decisions; and

B. over those lands within the Presumptive City Limits, the City and the County, through the ELUC and ELUA, shall adopt City zoning ordinances as the Extraterritorial Zoning Ordinance for that zone and shall expressly delegate to the City all decisions over zoning in that area and by such delegation hereby ratify such decisions.

V. PLATTING AND SUBDIVISION APPROVAL - With regard to that area lying outside municipal boundaries but within five miles of the municipal boundaries over which the City and the County have concurrent planning, platting and subdivision jurisdiction, the City and the County through this Joint Powers Agreement hereby provide for planning, platting and subdivision determinations as follows:

A. the City and County, through the ELUC and the ELUA, shall adopt County ordinances as the applicable platting and subdivision rules for lands outside the Presumptive City Limits and shall expressly delegate to the County platting and subdivision review and approval decisions for that area and by such delegation hereby ratify those decisions; and


B. the City and the County, through the ELUC and the ELUA, shall adopt City ordinances as the applicable platting and subdivision rules for lands within the Presumptive City Limits and shall expressly delegate to the City planning, platting and subdivision review and approval decisions over lands within that area and by such delegation hereby ratify those decisions.

VI. PERMITTING - With regard to lands within the Presumptive City Limits for which final development approvals have been granted by the City pursuant to the delegations described above, the permitting of construction shall be delegated by the County to the City under applicable building codes.

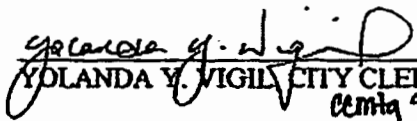
V. REGIONAL PLANNING AUTHORITY - The City and the County shall conduct regional planning through the Regional Planning Authority established in the Sixth Amended and Restated Regional Planning Authority Joint Powers Agreement dated _____, 2008. The ELUC shall provide such information and consultation to the Regional Planning Authority as the Regional Planning Authority may direct.

IN WITNESS WHEREOF, the parties have executed this Agreement.

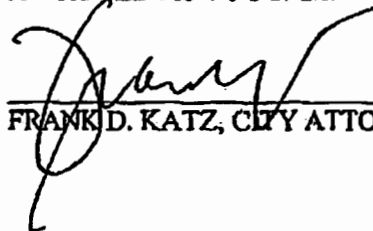
CITY OF SANTA FE


DAVID COSS, MAYOR

ATTEST


YOLANDA Y. VIGIL, CITY CLERK
Sept 9/10/08

APPROVED AS TO FORM:


FRANK D. KATZ, CITY ATTORNEY

THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY



PAUL CAMPOS, CHAIR

ATTEST:



VALERIE ESPINOZA, COUNTY CLERK

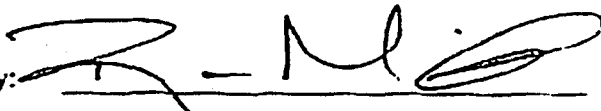
APPROVED AS TO FORM:



STEPHEN C. ROSS, COUNTY ATTORNEY

THIS Agreement HAS BEEN APPROVED BY:

State of New Mexico
Department of Finance Administration

By: 


Date: 1/6/9 

EXHIBIT R

**CITY OF SANTA FE ORDINANCE 2008-46 ESTABLISHING
THE SANTA FE EXTRATERRITORIAL LAND USE
AUTHORITY (ELUA) AND THE SANTA FE
EXTRATERRITORIAL LAND USE COMMISSION (ELUC).**

CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2008-46

AN ORDINANCE

**CREATING NEW SECTIONS 14-2.10 AND 14-2.11 SFCC 1987 ESTABLISHING THE
SANTA FE EXTRATERRITORIAL LAND USE AUTHORITY (ELUA) AND THE
SANTA FE EXTRATERRITORIAL LAND USE COMMISSION (ELUC).**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. A new Section 14-2.10 SFCC 1987 is ordained to read:

**14-2.10 [NEW MATERIAL.] SANTA FE EXTRATERRITORIAL LAND USE
AUTHORITY**

(A) Creation; Membership

There is created the Extraterritorial Land Use Authority (ELUA) as provided in §3-21-3.2 NMSA 1978 and pursuant to the Santa Fe County and City Extraterritorial Land Use Joint Powers Agreement. The Extraterritorial Land Use Authority shall consist of four County Commissioners appointed by the Board of County Commissioners and three City Councilors or two City Councilors and the Mayor appointed by the Mayor with the approval of the City Council. The remaining member of the Board of County Commissioners shall be appointed as an alternate to the Extraterritorial Land Use Authority and the Mayor shall appoint alternates, with the approval of the City Council from among the remaining City Councilors. The alternates shall be notified prior to a meeting of the Extraterritorial Land Use Authority if an appointed member cannot attend.

1 When replacing a member, an alternate shall have the same duties, privileges and
2 powers as other appointed members. The term of each member appointed by the
3 City shall be for two years.

4 **(B) Powers and Duties**

5 The Extraterritorial Land Use Authority shall have the jurisdiction and powers of
6 an extraterritorial zoning authority and shall carry out its duties related to
7 planning and platting jurisdiction, extraterritorial zoning, subdivision approval
8 and annexation approval or disapproval as provided in the Municipal Code (§3-1-
9 1 NMSA 1978) and as set forth in the Santa Fe County and City Extraterritorial
10 Land Use Joint Powers Agreement. The Extraterritorial Land Use Authority shall
11 approve or disapprove annexation petitions brought pursuant to §3-7-17.1 NMSA
12 1978 upon review and recommendation of the Extraterritorial Land Use
13 Commission (ELUC).

14 **Section 2. A new Section 14-2.11 SFCC 1987 is ordained to read:**

15 **14-2.11 [NEW MATERIAL.] SANTA FE EXTRATERRITORIAL LAND USE**

16 **COMMISSION**

17 **(A) Creation; Membership**

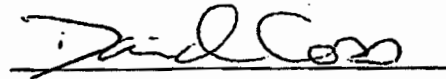
18 There is created the Extraterritorial Land Use Commission (ELUC) as provided
19 in §3-21-3.2 NMSA 1978 and pursuant to the Santa Fe County and City
20 Extraterritorial Land Use Joint Powers Agreement. The Extraterritorial Land Use
21 Commission shall consist of five members of the County Planning Commission
22 appointed by the Board of County Commissioners and five members of the City
23 Planning Commission appointed by the Mayor with approval of the City Council.
24 Alternates to the Extraterritorial Land Use Commission shall be appointed by the
25 Board of County Commissioners from the remaining members of the County

1 Planning Commission and by the Mayor with approval of the City Council from
2 the remaining members of the City Planning Commission, who shall be notified
3 prior to a meeting of the Extraterritorial Land Use Commission if an appointed
4 member cannot attend. When replacing a member, the alternate shall have the
5 same duties, privileges and powers as other appointed members. The term of
6 each member appointed by the City shall be for two years.

7 (B) Powers and Duties

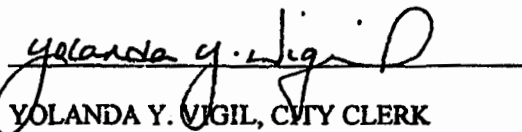
8 The Extraterritorial Land Use Commission shall have the authority to carry out
9 duties and make recommendations related to planning and platting jurisdiction,
10 subdivisions, zoning, and annexations as provided for in §§3-21-3, 3-21-3.2 and
11 3-21-4 NMSA 1978 and as set forth in the Santa Fe County and City
12 Extraterritorial Land Use Joint Powers Agreement.

13 PASSED, APPROVED and ADOPTED this 10th day of September, 2008.

14 
15

16 DAVID COSS, MAYOR

17 ATTEST:

18
19 
20 YOLANDA Y. VIGIL, CITY CLERK

21 APPROVED AS TO FORM:

22 
23
24 FRANK D. KATZ, CITY ATTORNEY

25 Jp/cal/pmb/2008 ordinances/Extraterritorial Land Use
(Correction - 4-22-09)

EXHIBIT S

Early Neighborhood Notification Letter/Packet (Mailed to 9,107 addresses), Signage (Location map), Newspaper Advertisement.



City of Santa Fe, New Mexico

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

David Coss, *Mayor*

Councilors:

Rebecca Wurzbarger, Mayor Pro Tem, Dist. 2

Patti J. Bushee, Dist. 1

Chris Calvert, Dist. 1

Peter N. Ives, Dist. 2

Carmichael A. Dominguez, Dist. 3

Christopher M. Rivera, Dist. 3

Bill Dimas, Dist. 4

Ronald S. Trujillo, Dist. 4

August 2013 CITY-INITIATED ANNEXATION / EARLY NEIGHBORHOOD NOTIFICATION

Dear Resident / Property Owner / Business Owner:

In 2008, the City of Santa Fe and Santa Fe County reached a historic Settlement Agreement directing the City to annex certain lands creating clear, identifiable City boundaries. The Phase 2 annexation of your area is scheduled to become effective January 1, 2014.

In accordance with the requirements of the City of Santa Fe Early Neighborhood Notification (ENN) Procedures and Public Hearing Notification Procedures (14-3.1, SFCC), this letter is being sent as notice of a series of Open House meetings to provide information and answer questions about the City-Initiated Annexation. (see map and "Frequently Asked Questions" enclosed). This letter also acts as notification of public meeting/hearing dates listed below. **NOTE: Due to City Code notification requirements, you may have received this letter even though your address or property is outside of the annexation area.**

Annexation Open Houses – Genoveva Chavez Community Center, 3221 Rodeo Road

Annexation Areas 2 & 4 – Monday, September 9th, 5:30–7:30 pm

Annexation Areas 5 & 7 – Tuesday, September 10th, 5:30–7:30 pm

Annexation Areas 1 & 12 – Saturday, September 14th, 1:00–3:00 pm

***** You may come by anytime during Open House hours to view maps and ask questions of city staff *****

Public Meetings/Hearings

- Extraterritorial Land Use Commission (ELUC) – Thursday, September 19th, 2013, 6:00 pm, County Administration Building, 102 Grant Avenue.
- Extraterritorial Land Use Authority (ELUA) –
Thursday, September 26th, 2013, 6:00 pm, County Administration Building, 102 Grant Avenue.
Thursday, November 7th, 2013, 6:00 pm, County Administration Building, 102 Grant Avenue
- City Planning Commission – Thursday, October 17th, 2013 6:00 pm, City Council Chambers (City Hall, 200 Lincoln Avenue).
- City Council – Wednesday, November 13th, 2013, 7:00 pm, City Council Chambers, (City Hall, 200 Lincoln Avenue)

More information including dates and times for future meetings not currently scheduled can also be found on the City's web-site at www.santafenm.gov then clicking "City Annexation Plan" on the left side of the city's home page, or by calling (505) 955-6610, 955-6609 or 955-6625, Monday-Friday.



City of Santa Fe, New Mexico

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

David Coss, *Mayor*

Councilors:

Rebecca Wurzbarger, Mayor Pro Tem, Dist. 2

Patti J. Bushee, Dist. 1

Chris Calvert, Dist. 1

Peter N. Ives, Dist. 2

Carmichael A. Dominguez, Dist. 3

Christopher M. Rivera, Dist. 3

Bill Dimas, Dist. 4

Ronald S. Trujillo, Dist. 4

Agosto 2013 ANEXIÓN INICIADA POR LA CIUDAD DE SANTA FE, FASE 2 NOTIFICACIÓN DE REUNIONES

Estimado residente / propietario / empresario:

En el 2008, la Ciudad de Santa Fe y el Condado de Santa Fe alcanzaron un histórico acuerdo dirigiendo a la ciudad al anexo de ciertos terrenos para crear límites claros e identificables en la ciudad. La anexión de la fase 2 de su área está prevista para el 1 de enero de 2014. Conforme a los requisitos de la Ordenanza de Notificación a las Vecindades y Procedimientos Para Notificación de Audiencias Públicas de la Ciudad de Santa Fe (14-3.1, SFCC), esta carta se envía como aviso de una serie de reuniones de casa abierta para proporcionar información y responder a preguntas sobre la anexión. (Véase mapa y "Preguntas Frecuentes" incluido). Esta carta también actúa como notificación de audiencias públicas y las fechas de estas. **NOTA:** **Debido a los requisitos de notificación del código de la ciudad, puede haber recibido esta carta a pesar de que su propiedad no está incluida en el área de la anexión.**

Reuniones de Casa Abierta – Genoveva Chavez Community Center, 3221 Rodeo Road

Áreas de Anexión 2 & 4 - lunes, 9 de septiembre, 5:30-7:30 pm

Áreas de Anexión 5 & 7 - martes, 10 de septiembre, 5:30-7:30 pm

Áreas de Anexión 1 & 12 - sábado, 14 de septiembre, 1:00-3:00pm

***** Puede venir en cualquier momento durante las horas de casa abierta para revisar mapas y hacer preguntas al personal de la ciudad. *****

Reuniones/Audiencias Públicas

- La Comisión Extraterritorial de Usos de Tierra (ELUC) – jueves, 19 de septiembre de 2013, 6:00pm, Edificio Administrativo del Condado, 102 Grant Avenue
- La Autoridad Extraterritorial de Usos de Tierra (ELUA) –
jueves, 26 de septiembre de 2013, 6:00pm, Edificio Administrativo del Condado, 102 Grant Avenue.
jueves, 7 de noviembre de 2013, 6:00pm, Edificio Administrativo del Condado, 102 Grant Avenue
- Audiencia Pública de la Comisión de Urbanismo – jueves, 17 de octubre de 2013 6:00pm, Cámara del Concilio (Municipio, 200 Lincoln Avenue).
- Audiencia Pública del Concejo Municipal – miércoles, 13 de noviembre de 2013, 7:00pm, Cámara del Concilio, (Municipio, 200 Lincoln Avenue)

Más información incluyendo fechas y horarios para futuras reuniones se puede encontrar en el sitio web de la ciudad en www.santafenm.gov haciendo clic en "Plan de Anexión de la Ciudad" en el lado izquierdo de la página de inicio de la ciudad. También puede llamar al (505) 955-6610, 955-6609 o 955-6625, lunes a viernes.

CITY-INITIATED ANNEXATION

FREQUENTLY ASKED QUESTIONS

WELLS AND SEPTIC TANKS – Do I have to hook-up to the city water system ?

Will I be forced to “cap” my well ?

There will be no change regarding existing wells and septic tanks. City water and sewer lines can be extended at property owners' expense. Existing domestic wells requiring re-drilling need to apply with the City and may be required to connect to City water lines. New development within 300 feet of city water lines will be required to connect. New development within 200 feet of city sewer lines will be required to connect.

HOOKUP FEES TO CITY WATER AND SEWER – What are the fees if I want to connect to the city's water or sewer system?

If a property owner wishes to hook up to the city water and sewer services, fees will be charged. The fees range according to the size of the meter from \$2000 to \$16,000 for water and from \$499 to \$7000 for sewer, again, depending on the size of the meter or the type of dwelling unit.

The average monthly service charge for water is \$43.15, depending on how much water is used. For sewer, the range is between \$15 and \$25 and is based on water usage. If a property is served by a well, the current sewer rate is \$12.88.

NEW DEVELOPMENT, WATER RIGHTS AND RETROFITS – What are the requirements if I want to propose a new development or subdivision?

New development is required to hook up to City water and sewer. If a residential project requires more than 10 acre feet or a project with some non-residential uses requires more than 5 acre feet, water rights for the project must be transferred. The City also has a toilet retrofit program that applies to some types of development.

ZONING – What will my zoning be?

Zoning has been established for the annexation areas. To view the city's zoning map on-line, go to the city web-site www.santafenm.gov and type in “Zoning Map” into the search box in the upper right-hand corner, or call the city Land Use Department at (505) 955-6580.

SCHOOL ZONE – Will annexation affect my child's school zone or the school he/she attends?

No. Annexation will not change school zone or school eligibility for your child(ren).

ROADS – Will the city maintain my road?

County-designated roads will become City streets after the County completes agreed upon improvements. Other roads are assumed to be private. The City does not maintain private roads. Roads requested to become public and city-maintained will need to meet city standards for width, drainage, and other requirements. Any new roads or streets will have to be built according to city standards.

STREET LIGHTS – Will the city force my neighborhood to have street lights?

The City only considers installing street lights in existing neighborhoods if a majority of the homeowners approach the city with a petition requesting street lights. Street lights are usually a requirement in new developments within the city.

FARM ANIMALS – Can I keep my farm animals?

Yes. The city does not prohibit farm animals within the City Limits, as long as the animals do not create a public nuisance or health hazard.

GUEST HOUSES AND HOME BUSINESSES – Will I be able to continue my home business and/or be able to keep my guest house?

Guest houses and home businesses will continue or be permitted according to the requirements of the Code. The city limits a home-based business to 25% of the home and a 2-employee maximum. A home-based business must be licensed by the city and renewed annually.

POLICE, FIRE & EMS – Who will respond when I call 911?

The City Police Department will transition to providing "first response" in the Phase 2 Annexation Area as follows:

- Until July 1, 2014 – County Sheriff's Department will provide "first response".*
- Beginning July 1, 2014 – City Police respond south of Airport Road (Annexation Areas 5, 7, 12)*
- Beginning July 1, 2015 – City Police respond north of Airport Road (Annexation Areas 2 & 4)*
- Beginning July 1, 2016 – City Police respond throughout entire Phase 2 Annexation.*

Fire / EMS (Emergency Medical Services) are cooperative between the City and the County. The City Fire Department will assume responsibility for areas 5, 7 & 12 as of January 1, 2014. County Fire / EMS will continue to serve areas 1, 2 & 4 for the next five years after annexation.

PROPERTY TAXES – What is going to happen to my property taxes?

Taxes will be somewhat higher. (Information per County Assessor's web page "calculator")

- Residential:** Increase of \$58 annually (\$4.83 monthly) per \$100,000 of market value.
City = \$670 per \$100,000
County = \$612 per \$100,000
- Commercial:** Increase of \$113 annually (\$9.42 monthly) per \$100,000 of market value.
City = \$986 per \$100,000
County = \$873 per \$100,000

GROSS RECEIPTS TAX – I operate a business...What do I need to charge for gross receipts tax?

The current gross receipts tax rate charged by businesses within the City is 8.1875% (county rates are currently 6.875%). The City also requires annual registration of your business with a fee of \$35.

TRASH COLLECTION – Will the city collect my trash? how much will it cost?

City ordinance requires curbside collection of all solid waste and recyclables to be performed by the city. The City's residential trash collection fee (including recyclables) will be;

- Residential:** \$13.60 per month includes tax (Private haulers average = \$30.00 per month)
\$13.37 plus tax as of July 1, 2014
\$13.80 plus tax as of July 1, 2015
- Commercial:** Commercial refuse and recycling collection fees are based on type of container, size of container and frequency of service.

CITY COUNCIL DISTRICTS – What city council district will I be in and who are the current city councilors in the district?

Your district will depend on the location of your residence. There are currently four council districts in the city with two councilors elected from each district. Residents in annexation area 1 north of the Santa Fe River will be in Council District 1; those in annexation area 1 south of the river will be in Council District 3. Those residents in annexation areas 2, 4, 5 and 7 will be included in Council District 3. Residents in annexation area 12 will be in Council District 4.

City Contacts:

Mayor's Office	955-6590	City Manager's Office	955-6848
Dist 1 – C. Bushee	955-2345	Dist 1 – C. Calvert	955-6812
Dist 3 – C. Dominguez	955-6814	Dist 3 – C. Rivera	955-6818
Dist 4 – C. Dimas	955-6817	Dist 4 – C. Trujillo	955-6811
Public Works Department	955-6621	Streets Division	955-3000
City Clerk's Office	955-6521	Public Utilities	955-4233
Land Use Department	955-6580	Solid Waste (Trash Collection)	955-2200
Police (non-emergency)	955-5033	Wastewater (Sewer)	955-4650
Fire/EMS (non-emergency)	955-3110	Water Division	955-4201

ANEXIÓN INICIADA POR LA CIUDAD DE SANTA FE

PREGUNTAS FRECUENTES

NORIAS Y FOSAS SÉPTICAS – ¿Tengo que enganchar en el sistema de agua de la ciudad? ¿Tendré que "tapar" mi noria?

No habrá ningún cambio con respecto a las norias y fosas sépticas. Líneas de agua y alcantarillado de la ciudad pueden ampliarse a expensas de los dueños de la propiedad. Existen norias domésticas que requieren re-excavación y los propietarios necesitan aplicar con la ciudad y se les puede requerir conexión a las líneas de agua de la ciudad. Nuevos desarrollos de tierra que estén dentro de 300 pies de las líneas de agua de la ciudad deberán conectarse.

CUOTAS PARA LA CONEXIÓN A LAS LÍNEAS DE AGUA Y ALCANTARILLA DE LA CIUDAD – ¿Cuáles son las cuotas si quiero conectar a las líneas de agua de la ciudad o alcantarillado?

Si un propietario desea conectar a los servicios de agua y alcantarillado de la ciudad, tendrá que pagar. Las tarifas van según el tamaño del medidor desde \$2,000 a \$16,000 para agua y desde \$499 a \$7,000 para alcantarillado, una vez más, dependiendo del tamaño del medidor o el tipo de unidad de vivienda.

El promedio mensual de servicio de agua es de \$43,15, dependiendo de la cantidad de agua que se utiliza. Para alcantarillado, la gama es de \$15 a \$25 y se basa en el uso del agua. Si una propiedad es servida por una noria, la actual tasa de alcantarillado es de \$12.88.

NUEVOS DESARROLLOS DE TIERRA, DERECHOS DE AGUA Y RETROFITS – ¿Cuáles son los requisitos si quiero proponer un nuevo desarrollo o subdivisión?

A un nuevo desarrollo se le requiere enlazar a cloacas y agua de la ciudad. Si un proyecto residencial requiere más de 10 pies de acre o un proyecto con algunos usos no residenciales requiere más de 5 pies de acre, derechos de agua para el proyecto deben ser transferidos. La ciudad también tiene un programa para adaptar a los tocadores que se aplica a algunos tipos de desarrollo.

ZONIFICACIÓN – ¿Cuál será mi zonificación?

La zonificación se ha establecido para las áreas de anexión. Para ver el mapa de zonificación de la ciudad por el internet, vaya al sitio web de la ciudad www.santafenm.gov y escriba "Zoning Map" en el cuadro de búsqueda en la esquina superior derecha o llame al Departamento de Uso de Tierra de la ciudad al (505) 955-6580.

CAMINOS – ¿La ciudad mantendrá mi camino?

Caminos designados por el Condado se convertirán en calles de la ciudad después de que el Condado complete mejoramientos que han sido acordados. Otros caminos se supone que son privados. La ciudad no mantiene caminos privados. Caminos que requieren ser públicos y mantenidos por la ciudad tendrán que cumplir con estándares de la ciudad en lo que se refiere a la anchura, drenaje y otros requisitos. Nuevos caminos y calles tendrán que ser construidos según las normas de la ciudad.

LUCES EN LAS CALLES – ¿Forzará la ciudad a mi comunidad a poner luces en la calle?

La ciudad sólo considera la instalación de alumbrado público en barrios existentes si una mayoría de los propietarios vienen a la ciudad con una petición solicitando instalación de estas luces. Luces en la calle suelen ser un requisito en nuevos desarrollos dentro de la ciudad.

ANIMALES DE GRANJA – ¿Puedo mantener mis animales de granja?

Sí. La ciudad no prohíbe mantener los animales de granja dentro de los límites de la ciudad, mientras los animales no crean un riesgo de salud o alteraciones del orden público.

CASAS DE HUESPEDES Y EMPRESAS EN SU HOGAR – ¿Podré continuar mi negocio en casa y/o mantener mi casa de huéspedes?

Casas de huéspedes y empresas en su hogar continuarían siendo permitidos según los requisitos del código. La ciudad limita un negocio en casa a 25% de la casa y un máximo de 2 empleados. Un negocio en casa debe ser autorizado por la ciudad y la licencia ser renovada cada año.

POLICÍA, FUEGO & EMS – ¿Quién responderá cuando llame al 911?

El Departamento de policía de la ciudad pasará a ofrecer "primera respuesta" en el área de anexión de Fase 2 como sigue:

Hasta el 01 de julio de 2014 – Departamento del Sheriff del Condado proporcionará "primera respuesta". Comenzando el 01 de julio de 2014 – al sur del Camino Aeropuerto (áreas de anexión 5, 7 & 12)

Comenzando el 01 de julio de 2015 – norte del Camino Aeropuerto hacia el Camino de Agua Fria (gran parte del área 4)

Comenzando el 01 de julio de 2016 – toda la anexión de fase 2.

Protección contra incendio y EMS (servicios médicos de emergencia) son cooperativos entre la ciudad y el condado. La respuesta es según a que personal de fuego o EMS y que equipo está más cerca a la solicitud de ayuda.

IMPUESTOS A LA PROPIEDAD – ¿Qué va a pasar con mis impuestos de propiedad?

Los impuestos serán aumentados: (Información por la página web del Tasador del Condado "calculadora")

- **Residencial:** Aumento de \$58 anualmente (\$4.83 mensualmente) por cada \$100,000 del valor en el mercado.
Ciudad = \$670 por cada \$100,000
Condado = \$612 por cada \$100,000
- **Comercial:** Aumento de \$113 anualmente (\$9.42 mensualmente) por cada \$100,000 del valor en el mercado.
Ciudad = \$986 por cada \$100,000
Condado = \$873 por cada \$100,000

IMPUESTO DE INGRESOS – Yo tengo un negocio... ¿Qué necesito cobrar por el impuesto de ingresos?

La actual tasa de impuesto de ingresos para empresas dentro de la ciudad es 8.1875% (las tarifas del condado son actualmente 6.875%).

COLECCIÓN DE BASURA – ¿La ciudad recogerá mi basura? ¿Cuánto costará?

Ordenanza municipal requiere colección de todos los residuos sólidos y reciclables por la ciudad. El costo de colección de basura residencial de la ciudad (incluidos los reciclables) será:

- **Residencial:** \$13.60 mensual (promedio de transportistas privados = \$30.00 por mes)
\$13.37 más impuestos a partir del 01 de julio de 2014
\$13.80 más impuestos a partir del 01 de julio de 2015
- **Comercial:** el cobro por la colección de basura comercial y reciclaje se basa en el tipo de envase, tamaño del envase y la frecuencia del servicio.

DISTRITOS DEL AYUNTAMIENTO MUNICIPAL – ¿En qué distrito del ayuntamiento voy a estar y quiénes son los actuales concejales en este distrito?



Su distrito dependerá de la ubicación de su residencia. Actualmente hay cuatro distritos de Consejo de la ciudad con dos concejales elegidos por cada distrito. Los residentes en la zona de anexión 1 al norte del río Santa Fe estarán en el Distrito 1; área de anexión 1 al sur del río estarán en el Distrito 3. Los residentes en las áreas de anexión 2, 4, 5 y 7 estarán en el Distrito 3. Residentes en la zona de anexión 12 estarán en el Distrito 4.

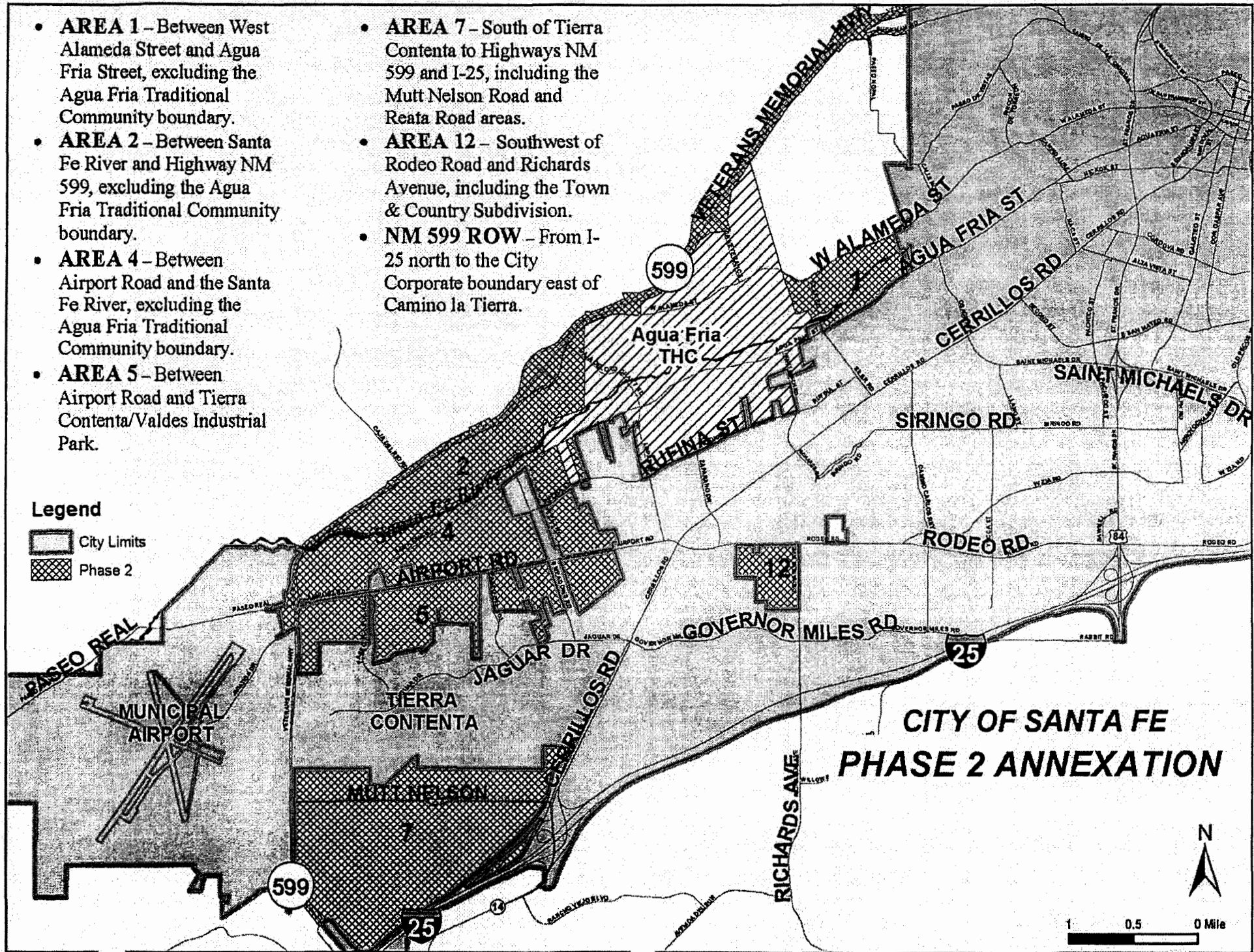
Contactos Municipales:

Oficina del Alcalde	955-6590	Oficina del Manejador de la Ciudad	955-6848
Distrito 1 – C. Bushee	955-2345	Distrito 1 – C. Calvert	955-6812
Distrito 3 – C. Domínguez	955-6814	Distrito 3 – C. Rivera	955-6818
Distrito 4 – C. Dimas	955-6817	Distrito 4 – C. Trujillo	955-6811
Depto. de Servicios Públicos	955-6621	División de Calles	955-3000
Escribana	955-6521	Utilidades Públicas	955-4233
Depto. de Usos de Tierra	955-6580	Residuos Sólidos (Colección de Basura)	955-2200
Policía (no-emergencia)	955-5033	Agua desechable (Alcantarilla)	955-4650
Depto. Bomberos/EMS (no-emergencia)	955-3110	División de Agua	955-4201

- **AREA 1** – Between West Alameda Street and Agua Fria Street, excluding the Agua Fria Traditional Community boundary.
- **AREA 2** – Between Santa Fe River and Highway NM 599, excluding the Agua Fria Traditional Community boundary.
- **AREA 4** – Between Airport Road and the Santa Fe River, excluding the Agua Fria Traditional Community boundary.
- **AREA 5** – Between Airport Road and Tierra Contenta/Valdes Industrial Park.
- **AREA 7** – South of Tierra Contenta to Highways NM 599 and I-25, including the Mutt Nelson Road and Reata Road areas.
- **AREA 12** – Southwest of Rodeo Road and Richards Avenue, including the Town & Country Subdivision.
- **NM 599 ROW** – From I-25 north to the City Corporate boundary east of Camino la Tierra.

Legend

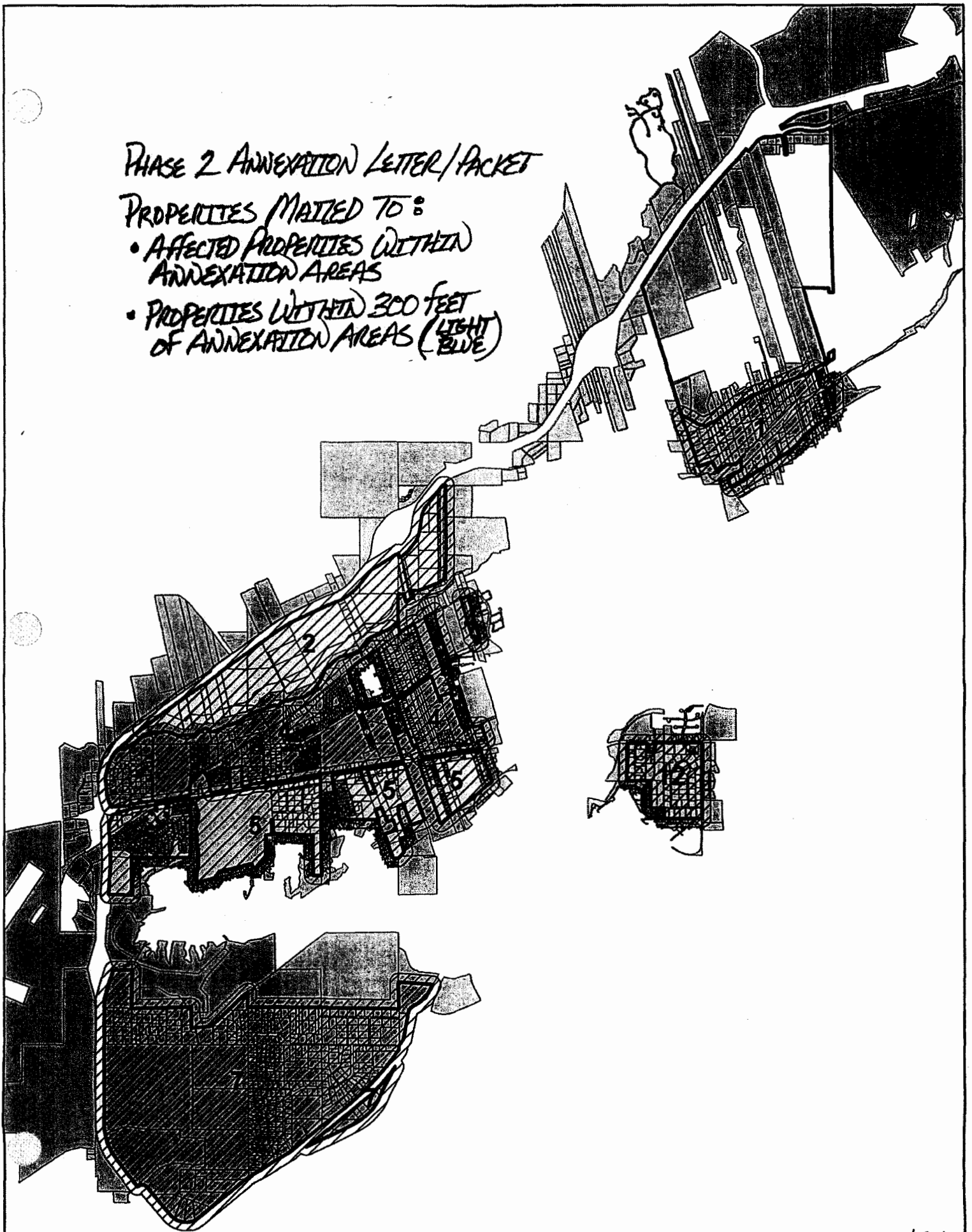
-  City Limits
-  Phase 2



PHASE 2 ANNEXATION LETTER/PACKET

PROPERTIES MAILED TO:

- AFFECTED PROPERTIES WITHIN ANNEXATION AREAS
- PROPERTIES WITHIN 300 FEET OF ANNEXATION AREAS (LIGHT BLUE)



ANNEXATION NOTICE

Annexation of unincorporated areas scheduled to become effective January 1, 2014:

The following meetings are scheduled:

ENN Open Houses (Genoveva Chavez Community Center - 3221 Rodeo)

Monday, September 9th, 5:30-7:30 pm

Tuesday, September 10th, 5:30-7:30 pm

Saturday, September 14th, 1:00-3:00 pm

County Public Hearings (County Commission Chambers - 102 Grant St.)

ELUC - Thursday, September 19th, 6:00 pm

ELUA - Thursday, September 26th, 6:00 pm

ELUA - Thursday, November 7th, 6:00 pm

City Public Hearings (City Council Chambers - 200 Lincoln Ave.)

City Council - Wednesday, October 17th, 6:00 pm

City Council - Wednesday, November 13th, 7:00 pm

For more information, contact the County Range Planning - 955-6610



CITY OF SANTA FE ANNEXATION

ANNEXATION AREAS DATA SUMMARY

	Acres	Population	Housing Units
AREA 1 (South of West Alameda)	233.25	254	106
AREA (West Alameda to NM599)	1,072.79	640	322
AREA 2 (SF River to NM 599)	454.87	1,884	472
AREA 4 (Airport Rd to SF River)	825.87	8,870	2,154
AREA 5 (Airport Rd. to Tierra Contenta)	592.34	3,484	1,310
AREA 7 (South of Tierra Contenta)	1,320.74	1,023	340
AREA 12 (Rodeo Road/Town & Country Sub.)	123.25	158	63
NM 599 ROW	550.00		
TOTALS	5,173.42	13,891	4,767

Estimates based on Census 2010 Block Level data.

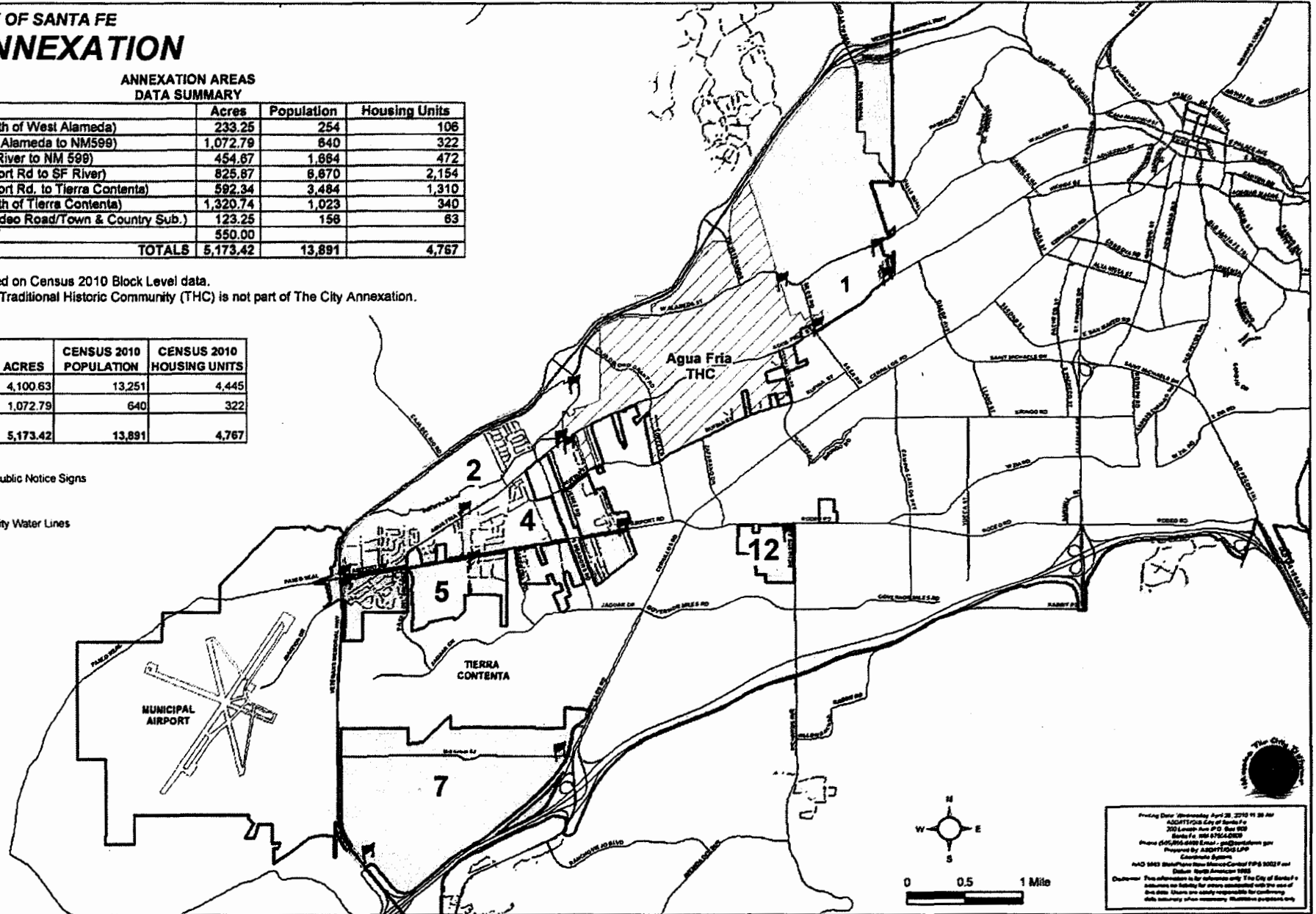
The Agua Fria Traditional Historic Community (THC) is not part of The City Annexation.

	ACRES	CENSUS 2010 POPULATION	CENSUS 2010 HOUSING UNITS
Phase 2	4,100.63	13,251	4,445
Phase 3	1,072.79	640	322
TOTAL	5,173.42	13,891	4,767

Phase 2 Public Notice Signs

City Limits

Existing City Water Lines



104

CITY INITIATED ANNEXATION - PHASE 2

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[illegible]

1997-1998

1. **NAME** _____
 2. **RESIDENTIAL ADDRESS** _____
 3. **MOBILE NUMBER** _____

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Abstract The purpose of this study was to determine whether there were differences in the prevalence of self-reported mental health problems between people who had been exposed to violence and those who had not. A total of 600 participants completed a questionnaire about their exposure to violence and their mental health status. The results showed that people who had been exposed to violence were more likely to report mental health problems than those who had not. The findings suggest that exposure to violence may have a negative impact on mental health.

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ENN GUIDELINES

Applicant Information

Project Name: **PHASE 2 - CITY-INITIATED ANNEXATION**

Name: **City of Santa Fe**

Last

First

M.I.

Address: **200 Lincoln Avenue**

Street Address

Suite/Unit #

Santa Fe

NM

87501

City

State

ZIP Code

Phone: **(505) 955-6610**

E-mail Address:

Please address each of the criteria below. Each criterion is based on the Early Neighborhood Notification (ENN) guidelines for meetings, and can be found in Section 14-3.1(F)(5) SFCC 2001, as amended, of the Santa Fe City Code. A short narrative should address each criterion (if applicable) in order to facilitate discussion of the project at the ENN meeting. These guidelines should be submitted with the application for an ENN meeting to enable staff enough time to distribute to the interested parties. For additional detail about the criteria, consult the Land Development Code.

(a) EFFECT ON CHARACTER AND APPEARANCE OF THE SURROUNDING NEIGHBORHOODS For example: number of stories, average setbacks, mass and scale, landscaping, lighting, access to public places, open spaces and trails.

The character of the annexation areas will not change; however, the general appearance should improve. Otherwise the annexation will impact every aspect of the annexation areas. These areas are already under the City Jurisdiction for land use, development, building permits and business licenses. After annexation all City regulations as well as advantages will apply to all properties and residents of the annexation area. Certain City services including solid waste collection, fire and police protection will become available to the areas. Property taxes will increase slightly.

(b) EFFECT ON PROTECTION OF THE PHYSICAL ENVIRONMENT For example: trees, open space, rivers, arroyos, floodplains, rock outcroppings, escarpments, trash generation, fire risk, hazardous materials, easements, etc.

Phase 2 Annexation areas will be under the City's Code where provisions for the protection of the physical environment are already established. The City has policies in effect for the creation, maintenance and preservation of open space; for the protection of floodplains; for the collection of trash and recyclable materials; the entire area will in due course be served by the City's Fire Department. In addition, the Land Use Department's Code Enforcement Division enforces regulations pertaining to trash and debris, littering, upkeep of yards and vacant properties, junk vehicles, noise, smoke and weeds, etc.

(c) IMPACTS ON ANY PREHISTORIC, HISTORIC, ARCHAEOLOGICAL OR CULTURAL SITES OR STRUCTURES, INCLUDING ACEQUIAS AND THE HISTORIC DOWNTOWN For example: the project's compatibility with historic or cultural sites located on the property where the project is proposed.

The overwhelming majority of the Phase 2 Annexation area falls in two of three City archaeological review districts: "River and Trails" or "Suburban Review District." The districts are meant to preserve and document cultural resources through the identification and assessment of archaeological sites. The Annexation areas are outside the established historic districts. The Land Use Department's Historic Preservation Division enforces historic and archaeological regulations across the City.

(d) RELATIONSHIP TO EXISTING DENSITY AND LAND USE WITHIN THE SURROUNDING AREA AND WITH LAND USES AND DENSITIES PROPOSED BY THE CITY GENERAL PLAN *For example: how are existing City Code requirements for annexation and rezoning, the Historic Districts, and the General Plan and other policies being met.*

Zoning districts for the entire annexation area were established in 2009. The annexation is the final step in a process that started in 2009. Since the City already has jurisdiction over Land Use matters in the Annexation areas, the Annexation will not change the underlying zoning districts or Future Land Use Map.

(e) EFFECTS ON PARKING, TRAFFIC PATTERNS, CONGESTION, PEDESTRIAN SAFETY, IMPACTS OF THE PROJECT ON THE FLOW OF PEDESTRIAN OR VEHICULAR TRAFFIC AND PROVISION OF ACCESS FOR THE DISABLED, CHILDREN, LOW-INCOME AND ELDERLY TO SERVICES *For example: increased access to public transportation, alternate transportation modes, traffic mitigation, cumulative traffic impacts, pedestrian access to destinations and new or improved pedestrian trails.*

The City of Santa Fe promotes equal access and freedom of movement for all its residents. County designated roads will become City streets after the County completes agreed-upon improvements. Private roads are not maintained by the City. New roadways will have to be built to City standards. Public transportation service and schedules will not be affected by the annexation.

(f) IMPACT ON THE ECONOMIC BASE OF SANTA FE *For example: availability of jobs to Santa Fe residents; market impacts on local businesses; and how the project supports economic development efforts to improve living standards of neighborhoods and their businesses.*

The Administration's priorities include creating jobs, strengthening the local economy and continuing programs and funding that will improve the quality of life of all Santa Fe residents. The Mayor considers supporting local businesses and enforcing the Living Wage Ordinance integral to strengthening Santa Fe's economy and supporting local working families.

(g) EFFECT ON THE AVAILABILITY OF AFFORDABLE HOUSING AND AVAILABILITY OF HOUSING CHOICES FOR ALL SANTA FE RESIDENTS *For example: creation, retention, or improvement of affordable housing; how the project contributes to serving different ages, incomes, and family sizes; the creation or retention of affordable business space.*

Through the Santa Fe Homes Program (SFHP), the City of Santa Fe requires that all new housing developments provide a percentage of affordable homes. The City works proactively with the public, nonprofit, and private sectors so low and moderate-income residents have access to safe, clean and affordable housing. The Affordable Housing Trust Fund encourages projects that increase the supply of affordable housing for low to moderate-income residents of Santa Fe.

(h) EFFECT UPON PUBLIC SERVICES SUCH AS FIRE, POLICE PROTECTION, SCHOOL SERVICES AND OTHER PUBLIC SERVICES OR INFRASTRUCTURE ELEMENTS SUCH AS WATER, POWER, SEWER, COMMUNICATIONS, BUS SYSTEMS, COMMUTER OR OTHER SERVICES OR FACILITIES *For example: whether or how the project maximizes the efficient use or improvement of existing infrastructure; and whether the project will contribute to the improvement of existing public infrastructure and services.*

The annexation will not affect public schools, commuter and other transportation services. The Santa Fe Police Department (SFPD) will transition to providing first response over a period of two years through 2016. Fire and Emergency medical Services are cooperative between the City and the County. The SFPD will assume responsibility over areas south of Airport Road/Rodeo Road in January 2014; while a five-year transition period will generally apply to annexation areas north of the same roadways.

(i) IMPACTS UPON WATER SUPPLY, AVAILABILITY AND CONSERVATION METHODS *For example: conservation and mitigation measures; efficient use of distribution lines and resources; effect of construction or use of the project on water quality and supplies.*

At the time of property development an assessment will be made, on a case by case basis, as to water service availability. If water is available within 200 feet of a property, new development will typically be required to connect to the City's Water system. The City's goal is to efficiently manage and deliver an adequate, reliable, safe and sustainable water supply to meet community and customer needs. Despite the prolonged drought, Santa Fe's per-capita water use is one of the lowest in the West and total consumption remains below a critical benchmark.

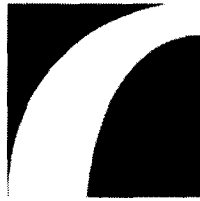
(j) EFFECT ON THE OPPORTUNITIES FOR COMMUNITY INTEGRATION AND SOCIAL BALANCE THROUGH MIXED LAND USE, PEDESTRIAN ORIENTED DESIGN, AND LINKAGES AMONG NEIGHBORHOODS AND RECREATIONAL ACTIVITY AND EMPLOYMENT CENTERS *For example: how the project improves opportunities for community integration and balance through mixed land uses, neighborhood centers and/or pedestrian-oriented design.*

Residents of the annexation areas will enjoy the same rights and benefits as residents of other parts of the City, including access to parks and recreational facilities.

(k) EFFECT ON SANTA FE'S URBAN FORM *For example: how are policies of the existing City General Plan being met? Does the project promote a compact urban form through appropriate infill development? Discuss the project's effect on intra-city travel and between employment and residential centers.*

The General Plan recommends that "most, if not all of the Southwest Santa Fe Community Plan area, be annexed into the City." Policy 5 of the General Plan states: "Annex land within the urban area designated for, or already connected to city utilities." In addition, the General Plan recommends annexation of land outside the City limits but inside the urban area as far as NM 599 and I-25.

(l) ADDITIONAL COMMENTS (optional)



jenkinsgavin
DESIGN & DEVELOPMENT, INC.

October 14, 2013

Tamara Baer, Planning Manager
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

**RE: Case #2013-37, Manderfield School General Plan Amendment
Case #2013-38, Manderfield School Rezoning to RAC**

Dear Tamara:

On behalf of Manderfield LLC, this letter is respectfully submitted as a formal withdrawal of the applications for the above referenced cases. Please remove the cases from the Agenda for the upcoming Planning Commission meeting of October 17, 2013.

We greatly appreciate all the hard work that City staff has performed with regard to the Manderfield project.

Thank you for your time.

Sincerely,

JENKINSGAVIN DESIGN & DEVELOPMENT, INC.

Jennifer Jenkins

Colleen C. Gavin, AIA

Cc: Matt O'Reilly
Kelley Brennan

Exhibit "2"