

**Joint Santa Fe City/County Meeting**  
County Commission Chambers  
County Administration Building  
102 Grant Avenue

**August 15, 2012 at 5:30pm -7:30pm**

*Please turn off Cellular Phones during the meeting.*

## *Agenda*

- I. Call To Order
- II. Roll Call
- III. Approval Of Agenda
  - Amendments
  - Tabled Or Withdrawn Items
- IV. City County Joint Services And Annexation Discussion (Continued From July 19)
  - A. Annexation
    - 1. Fire Services (Chief David Sperling, Chief Barbara Salas)
    - 2. Road Maintenance And Adoption (Adam Leigland, Ike Pino)
    - 3. Utilities (Water, Wastewater, Solid waste) (Adam Leigland Patricio Guerrerortiz, Brian Snyder)
    - 4. Public Comment
    - 5. Next Steps
  - B. Discussion On RECC
  - C. Future Meetings
    - 1. City/County Issues
    - 2. Next Meeting

V. Adjournment

Santa Fe County makes every practical effort to assure that auxiliary aids or services are available for meetings and programs. Individuals who would like to request auxiliary aids or services should contact Santa Fe County Manager's Office at (505) 986-6200 in advance to discuss specific needs (e.g., interpreters for the hearing impaired or readers for the sight impaired).





# City of Santa Fe, New Mexico

# memo

**DATE:** City Council Meeting of Wednesday, July 11, 2012

**TO:** Mayor & City Council

**VIA:** Robert P. Romero, City Manager 

**FROM:** Reed Liming, Long Range Planning Division Director   
Marcos Martinez, Assistant City Attorney

**SUBJECT:** Inventory of Annexation Items and Issues to be Discussed Between the Governing Bodies of the City and the County (Resolution 2012-36)

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## **BACKGROUND**

As part of the Settlement Agreement And Mutual Release of Claims dated May 19, 2008 (Attachment A), the City and County agreed that the City would annex certain areas in the County in three phases of annexation. A separate Annexation Phasing Agreement Between The City of Santa Fe and Santa Fe County dated February 10, 2009 (Attachment B), set out the schedule for the phases of annexation. The city completed Phase 1 (effective November 24, 2009) of the three-phase annexation. Phase 2 was scheduled to have the city file a petition for annexation "by the end of 2011." The city has not yet filed for Phase 2 of annexation. The following is an inventory of issues and responsibilities set out in the settlement agreement that the city and/or the county were to complete as part of the annexation:

## **PRIOR TO ANNEXATION**

### **Roads (Settlement Agreement, pp.5-6)**

(2.k.) – County shall maintain affected County-owned roads to "customary county maintenance standards" until annexation by the City. County is not expected to provide "significant capital improvements to an existing road or to construct a new road... in the absence of a separate written agreement by and between the City and County that provides a means for financing the improvements."

**The City & County must agree to road improvements that the county needs to complete prior to the City annexing Phase 2. According to the BBER Report, the City Public Works Department has determined that Phase 2 needs \$2.3 million of road improvements to bring the roads up to City standards, while Phase 3 needs \$4.3 million of road improvements to meet City standards. (Just 11 roads, all in Phase 3, do not meet "customary County standards.")**

### **Utilities (Settlement Agreement pp. 6-8)**

(2.q.) – City shall provide municipal services (includes solid waste collection & disposal) within areas annexed.

**The City will need to make logistical arrangements for solid waste collection and disposal 9 months prior to the start of actual solid waste service by the City.**

**(3.g.)** – Las Soleras water rights (pp. 10–11) 36 acre feet of valid pre–1907 consumptive use water rights originally dedicated by Las Soleras to the County shall be transferred by the County to the City (should have occurred with annexation of Las Soleras).

**The City and the County need to agree on this requirement for 36 AF/Y of water rights.**

**Law Enforcement and Fire Protection Services (Settlement Agreement p.8)**

**(2.r.)** – A separate Joint Powers Agreement (JPA) is called for in the settlement agreement and would appear to be necessary prior to the City annexing Phase 2. Upon annexation of that area, City shall immediately match the County’s level of law enforcement and over the three year period replace County law enforcement services. (Nothing herein shall preclude interagency coordination of fire protection and law enforcement as set forth in other agreements and the County shall continue to provide fire protection and law enforcement services at levels required by agreements currently in force.

**As of the Effective date of annexation, the City will need to match the County Sheriff’s Department current level of law enforcement service in the Airport Road area. (According to the UNM–BBER Report, the County Sheriff’s Department has a minimum six officers per 24-hour period patrolling the Phase 2 area. The City Police Department states that 21 patrol officers will be required to provide adequate law enforcement coverage for the Phase 2 annexation area at the end of the 3-year “phase-in” period.**

**The Regional Emergency Communications Center (RECC) provided data regarding “Emergency 911” calls during calendar year 2011. Specifically, the number of calls from the Phase 2 Annexation is provided as well as total calls directed to the various Police and Fire agencies of the city and the county.**

**In 2011, Phase 2 generated calls equal to 10.5% of total City Police Calls for service and 7.5% of total City Fire/EMS calls for service. The City Fire/EMS and County Fire Department coverage could maintain the current “Mutual Aid Agreement” or amend it to account for Phase 2 prior to the City Annexation.**

<u>Location/Agency</u>	<u>Calls for Law Enforcement</u>			<u>Calls for Fire/EMS</u>	<u>Population*</u>
	<u>Total</u>	<u>Public</u>	<u>Officers</u>	<u>Total</u>	
<b>Phase 2 Annexation</b>	<b>10,099</b>	<b>4,421</b>	<b>5,678</b>	<b>1,034</b>	<b>12,841</b>
<b>City Police / Fire</b>	<b>96,197</b>	<b>51,981</b>	<b>44,216</b>	<b>13,806</b>	<b>67,947</b>
<b>County Sheriff / Fire</b>	<b>53,678</b>	<b>22,374</b>	<b>31,304</b>	<b>6,759</b>	<b>76,223</b>

\* 2010 Census

**AFTER ANNEXATION**

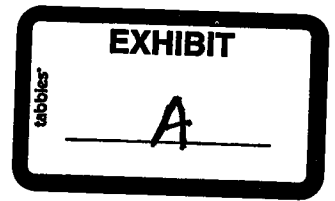
**Utilities – (Settlement Agreement p.7)**

**(2.o.)** – City water and wastewater customers shall be transferred to the County when the County is able to provide service unless prohibited by a current contract. The City and County Managers will 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.

**City Manager and County Manager work with public utility staffs to meet to develop a plan for transferring utilities, based on new jurisdictional boundaries.**

**Exhibits/**

- A. Resolution #2012-36**
- B. Settlement Agreement And Mutual Release of Claims (May, 2008)**
- C. Annexation Phasing Agreement (February, 2009)**
- D. Annexation Map (Phases 2 & 3)**
- E. City/County & Firefighters Union Endorsed Annexation Proposal**
- F. 4-Year Budget for Phase 2 & 3 Annexation**



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**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2012-36**

**INTRODUCED BY:**

Councilor Bushee  
Councilor Calvert  
Councilor Wurzbarger

**A RESOLUTION**

**DIRECTING STAFF TO INVENTORY ANNEXATION ITEMS AND ISSUES TO BE  
DISCUSSED BETWEEN THE GOVERNING BODIES OF THE CITY AND THE COUNTY.**

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

**WHEREAS**, the Settlement Agreement provided for the annexation over the succeeding five years of 17 areas of land currently within the County; and

**WHEREAS**, the Annexation Phasing Agreement between the City and the County effective February 10, 2009, established the following:

1. **LAS SOLERAS ANNEXATION.** The City will continue to process the annexation petition filed by 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,

1 11, 13, 15, 16, 17 and the I-25 right-of-way from NM 599 to Old Pecos  
2 Trail and that portion of NM 14 (Cerrillos Road) from I-25 to the current  
3 city limit by the end of 2008.

4 3. **PHASE TWO OF ANNEXATION.** The City will file a  
5 petition for annexation of Areas 2, 4, 5, 7 and the NM 599 right-of-way  
6 from I-25 to the city limits east of Camino La Tierra by the end of 2011.

7 4. **PHASE THREE OF ANNEXATION.** The City will file a  
8 petition for annexation of Areas 1, 12, 18 and the NM 475 (Hyde Park  
9 Road) right-of-way from the current city limits to the Santa Fe National  
10 Forest boundary by the end of 2012.

11 ; and

12 **WHEREAS**, pursuant to the Settlement Agreement, the City and County have agreed to  
13 provide services such as water, wastewater, public works, solid waste, land use, law enforcement and  
14 fire protection on a phased basis; and

15 **WHEREAS**, pursuant to the March 9, 2012, *Analysis of Fiscal Impacts of Phase 2 and*  
16 *Phase 3 Annexations on the City of Santa Fe*, prepared by the University of New Mexico Bureau of  
17 Business and Economic Research, the cost of providing basic services to annexed areas in southwest  
18 Santa Fe is expected to exceed new revenue generated from services provided to annexed areas.

19 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
20 **CITY OF SANTA FE** that staff is directed to inventory annexation items and issues to be discussed  
21 between the governing bodies of the City and County related to the phasing of certain City and  
22 County services to include the phasing of water, wastewater, public works, solid waste, land use, law  
23 enforcement and fire protection.

24 **BE IT FURTHER RESOLVED** that:

- 25 1. Any amendment to the Settlement Agreement shall in no way affect any individual

1 petition method annexation.

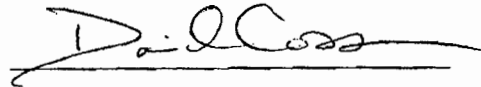
2 2. Any amendment to the Settlement Agreement shall in no way affect the Las Soleras  
3 Annexation.

4 PASSED, APPROVED and ADOPTED this 11<sup>th</sup> day of April, 2012.

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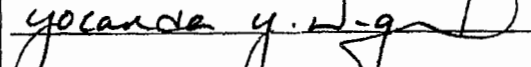


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DAVID COSS, MAYOR

9 ATTEST:

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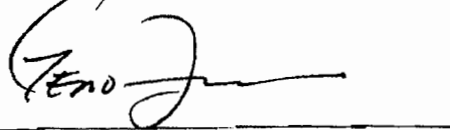
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12 YOLANDA VIGIL, CITY CLERK

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14 APPROVED AS TO FORM:

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17 GENO ZAMORA, CITY ATTORNEY

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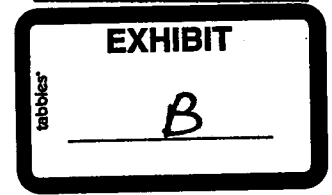
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25 M/Melissa/2012 Reolutions/2012-36 Annexation Negotiations w-County





ITEM # 08-0382



**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.<sup>1</sup>

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

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<sup>1</sup> 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.

1. 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:**

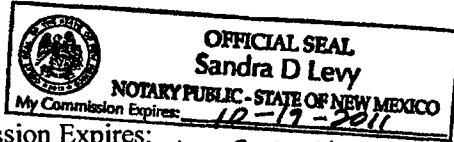
Frank D. Katz  
Frank D. Katz, City Attorney

5/19/08  
Date



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.

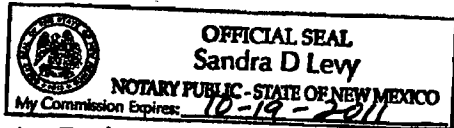


My Commission Expires: 10-19-2011

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.

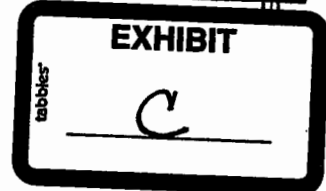


My Commission Expires: 10-19-2011

Sandra D. Levy  
Notary Public



ITEM # 08-1112



**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 (EZC) 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 EZC 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



Approved as to form:

[Signature]  
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

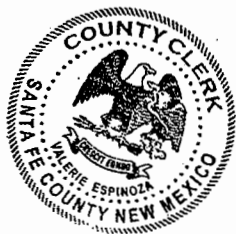
Approved as to form:

[Signature]  
Frank D. Katz, City Attorney

11/13/08  
Date

[Signature]  
David N. Millican, Finance Director

11/25/08  
Date



COUNTY OF SANTA FE ) ANNEXATION AGREE (N/C)  
STATE OF NEW MEXICO ) ss 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 [Signature] )  
Valerie Espinoza  
County Clerk, Santa Fe, NM





# CITY OF SANTA FE ANNEXATION



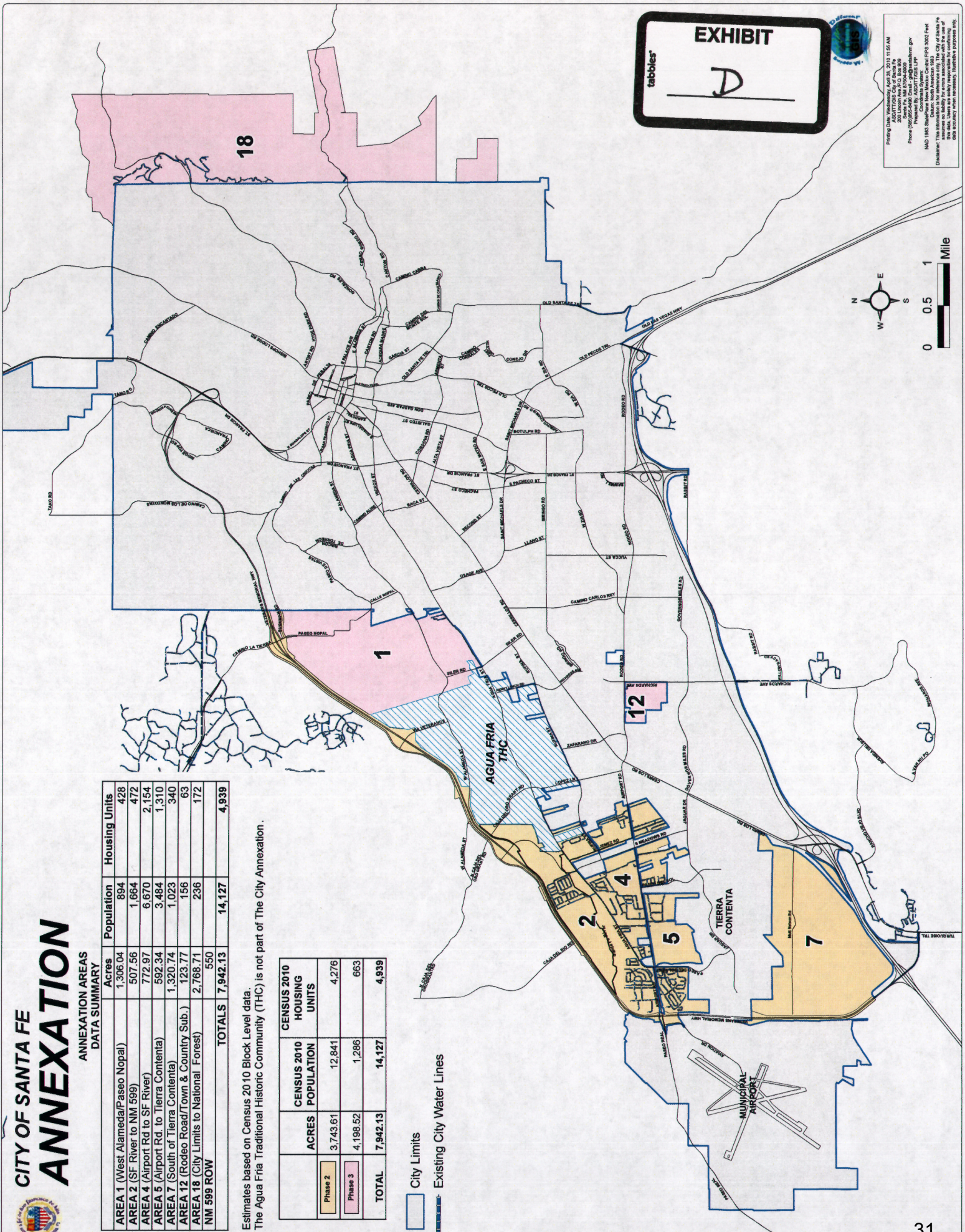
## ANNEXATION AREAS DATA SUMMARY

	Acres	Population	Housing Units
AREA 1 (West Alameda/Paseo Nopal)	1,306.04	894	428
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
AREA 18 (City Limits to National Forest)	2,768.71	236	172
NM 599 ROW	550		
<b>TOTALS</b>	<b>7,942.13</b>	<b>14,127</b>	<b>4,939</b>

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	3,743.61	12,841	4,276
Phase 3	4,198.52	1,286	663
<b>TOTAL</b>	<b>7,942.13</b>	<b>14,127</b>	<b>4,939</b>

- City Limits
- Existing City Water Lines



**EXHIBIT**

D

Printing Date: 04/11/2011 11:56 AM  
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 Plot Style: HP-GL/2  
 Scale: 1:1  
 Date: 04/11/2011 11:56 AM  
 User: jgarcia





## ANNEXATION-Phase 2

**Option #1: after discussion and endorsement from The City of Santa Fe Fire Department, IAFF Local 2059 and Santa Fe County Fire Department.**

- FY 2012-2013**
  - Hire 8 additional Firefighters for July 2012 Fire Academy
  - Purchase 1 ambulance
  - July 2012 - Staff an additional ambulance out of Fire Station 7 as staffing permits
  - March 2013 - Staff an additional full time ambulance out of Fire Station 7
  
- FY 2013-2014-\$1,964,235.00**
  - Hire 19 additional Firefighters for July 2013 Fire Academy- \$1,236,235.00
  - Purchase an additional fire engine- \$450,000.00
  - Purchase an additional tanker truck- \$178,000.00
  - January 2014-Assume full coverage of Phase 2 from the Agua Fria Vol. Fire Station
    - Relocate the 2nd Station 7 ambulance
    - Staff a 2 man Engine with 1 Captain and 1 Engineer
    - Staff a 2 man tanker truck out of Station 10 with 1 Engineer and 1 Firefighter
  - Design Fire Station 11- \$60,000.00
  
- FY 2014-2015**
  - Staff the 2nd full time tanker truck
  - Construct new Fire Station 11-\$2,500,000.00
  
- FY 2015-2016**
  - Move into Fire Station

**4-YEAR BUDGET FOR PHASE 2 ANNEXATION**



City Departments	FY 12/13		FY 13/14 (Phase 2)		FY 14/15		FY 15/16		4-Year Total	
	# added	Total Cost	# added	Total Cost	# added	Total Cost	# added	Total Cost	#	Total Cost*
<b>Police</b>										
Staff - Patrol Staff + (Support Staff) Equipment - Cars (Uniforms & Vests)			9 + (2)	\$781,000	6+(2)	\$520,000	6+(2)	\$520,000	21 + (6)	\$1,821,000
Gas / Car Maintenance			9	\$405,000	6	\$270,000	6	\$270,000	21	\$945,000
4 Civilians / 4 Public Safety Aides	8	\$550,000	0	\$0	0	\$0	0	\$0	8	\$550,000
<b>Fire</b>										
Staff - Firefighters + (Other Staff) Equipment Fire Engines (Other Equip)	8	\$520,520	11	\$715,715	8	\$520,520	0	\$0	27	\$1,756,755
Promotions	1 Ambulance 3 Paramedics	\$148,000 \$26,769	1 Fire Eng / 1 tanker 0	\$628,000	0	\$0	0	\$0	3	\$776,000
Other (Uniforms)	8	\$48,000	11	\$66,000	8	\$48,000	0	\$0	27	\$162,000
New Fire Station			Design	\$60,000	1	\$2,500,000	0	\$0	1	\$2,560,000
<b>Public Works / Parks</b>										
Staff - Roads & Parks			1 Perm / 2 Temp	\$98,592	2 Perm	\$75,712	0	\$0	3 Perm + 2 Temp	\$174,304
Annual Maintenance Materials				\$283,000		\$0		\$0	0	\$283,000
Truck / Snow Plow / Aerial Crane			2 Trucks / Crane	\$289,000	1 Truck	\$65,000	0	\$0	3 Trucks + 1 Crane	\$354,000
<b>Land Use</b>										
Staff - Code Enforcement Specialists @ Equipment - Small Truck			1	\$60,000	0	\$0	0	\$0	1	\$60,000
			1	\$20,000	0	\$0	0	\$0	1	\$20,000
<b>GENERAL FUND ANNEX COSTS</b>	12/13 Total	\$1,293,289	13/14 Total	\$3,541,307	14/15 Total	\$4,111,012	15/16 Total	\$880,000		\$9,825,608
One-Time/Capital Costs		\$196,000		\$1,468,000		\$2,883,000		\$270,000		\$4,817,000
Recurring Capital Outlay Revenue		\$0		\$216,000		\$0		\$0		\$216,000
<b>Capital Costs - Capital Outlay Rev. Gap</b>		<b>-\$196,000</b>		<b>-1,252,000</b>		<b>-\$2,883,000</b>		<b>-\$270,000</b>		<b>-\$4,601,000</b>
New Recurring Operating Costs		\$1,097,289		\$2,073,307		\$1,228,012		\$610,000		\$5,008,608
New Recurring Operating Revenue		\$0		\$1,700,000		\$0		\$0		\$1,700,000
<b>Operating Costs - Operating Rev. Gap</b>		<b>-\$1,097,289</b>		<b>-\$373,307</b>		<b>-\$1,228,012</b>		<b>-\$610,000</b>		<b>-\$3,308,608</b>
<b>Solid Waste</b>										
Staff - Operators / Maint. Worker @ Equipment			4	\$145,600	0	\$0	0	\$0	4	\$145,600
Residential Side Load Auto	1	\$230,000		\$0	0	\$0	0	\$0	1	\$230,000
Residential Recycling Truck	1	\$150,000		\$0	0	\$0	0	\$0	1	\$150,000
Front Load Collection Unit	1	\$240,000		\$0	0	\$0	0	\$0	1	\$240,000
Front Load Dumpsters			240	\$180,000	24	\$18,000	24	\$18,000	288	\$16,000
Res. Refusecarts / other carts / bins			5500 / 13,440	\$372,000	550 / 1,070	\$15,450	550 / 1070	\$15,450	6600 / 15,580	\$402,900
Landfill / Tipping Fees @				\$486,000		\$486,000		\$486,000		\$1,458,000
<b>S.W./ Env. Serv. Enterprise Fund</b>	12/13 Total	\$620,000	13/14 Total	\$1,183,600	14/15 Total	\$519,450	15/16 Total	\$519,450		\$2,842,500

**4-YEAR BUDGET FOR PHASE 3 ANNEXATION**

City Departments	FY 12/13		FY 13/14 (Phase 2)		FY 14/15		FY 15/16		4-Year Total	
	# added	Total Cost	# added	Total Cost	# added	Total Cost	# added	Total Cost	#	Total Cost*
<b>Police</b>										
Staff - Patrol Staff + (Support Staff)							0	\$0	0	\$0
Equipment - Cars (Uniforms & Vests)							6	\$0	0	\$0
Gas / Car Maintenance							6	\$90,000	6	\$90,000
4 Civilians / 4 Public Safety Aides							0	\$0	0	\$0
<b>Fire</b>										
Staff - Firefighters + (Other Staff)							13 Seas. Wildland	\$500,000	18	\$887,971
Equipment Fire Engines (Other Equip)							2 crew carriers	\$275,404	2	\$275,404
Promotions							0	\$0	0	\$0
Other (Uniforms)							13	\$78,000	13	\$78,000
New Fire Station							0	\$0	0	\$0
<b>Public Works / Parks</b>										
Staff - Roads & Parks							2 Perm	\$130,000	2 Perm	\$130,000
Annual Maintenance Materials							0	\$280,000	0	\$280,000
Truck / Snow Plow / Aerial Crane							2 Trucks / Plow	\$315,000	2 Trucks + 1 Plow	\$315,000
<b>Land Use</b>										
Staff - Code Enforcement Specialists @							1	\$60,000	1	\$60,000
Equipment - Small Truck							1	\$20,000	1	\$20,000
<b>GENERAL FUND ANNEX COSTS</b>							15/16 Total	\$1,473,000		\$1,473,000
One-Time Capital Costs								\$413,000		\$688,404
Recurring Capital Outlay Revenue								\$0		\$90,000
<b>Capital Costs - Capital Outlay Rev. Gap</b>								<b>-\$275,404</b>		<b>-\$598,404</b>
New Recurring Operating Costs								\$387,971		\$1,060,000
New Recurring Operating Revenue								\$0		\$575,000
<b>Operating Costs - Operating Rev. Gap</b>								<b>\$387,971</b>		<b>-\$485,000</b>
<b>Solid Waste</b>										
Staff - Operators / Maint. Worker @							0	\$0	0	\$0
Equipment										
Residential Side Load Auto							0	\$0	0	\$0
Residential Recycling Truck							0	\$0	0	\$0
Front Load Collection Unit							0	\$0	0	\$0
Front Load Dumpsters							40	\$37,500	40	\$37,500
Res. Refusecarts / other carts / bins							600 / 1200	\$36,000	600 / 1200	\$36,000
Landfill / Tipping Fees @										\$0
<b>S.W./ Env. Serv. Enterprise Fund</b>							15/16 Total	\$73,500		\$73,500

## **FIRE SERVICES**



## 4-YEAR BUDGET FOR PHASE 2 ANNEXATION - w/ Positions (Fire/EMS)

City Departments	FY 12/13		FY 13/14 ( Phase 2 )		FY 14/15		FY 15/16		4-Year Total	
	# added	Total Cost	# added	Total Cost	# added	Total Cost	# added	Total Cost	#	Total Cost*
<b>OPTION #1 SANTA FE FIRE DEPARTMENT ASSUMING FULL COVERAGE YEAR 2 - STATION 11</b>										
Captain (\$92,965)			3	\$278,895					3	\$278,895
Paramedic (\$82,896)			3	\$248,688					3	\$248,688
Engineer (\$77,839)			3	\$233,517					3	\$233,517
Firefighter (\$65,065)	8	\$520,520	10	\$650,650					18	\$1,171,170
<b>Total New Staff Costs</b>	<b>8</b>	<b>\$520,520</b>	<b>19</b>	<b>\$1,411,750</b>					<b>27</b>	<b>\$1,932,270</b>
Equipment Fire Engines (Other Equip)	Med	\$148,000	Engine & Tender	\$608,000					3	\$756,000
Fire Academy (\$4,650 per trainee)	8	\$37,200	19	\$88,350					9	\$125,550
Other (Uniforms/Protective Equipmt)	8	\$48,000	19	\$114,000					27	\$162,000
New Fire Station			Design & Build	\$2,560,000					1	\$2,560,000
<b>Total Capital, Equipment, &amp; Maint. Costs</b>		<b>\$233,200</b>		<b>\$3,370,350</b>					<b>TOTAL</b>	<b>\$5,535,820</b>
Project Description	Staff Med		Staff Engine & Tender/Open Station 11							

City Departments	FY 12/13		FY 13/14 ( Phase 2 )		FY 14/15		FY 15/16		4-Year Total	
	# added	Total Cost	# added	Total Cost	# added	Total Cost	# added	Total Cost	#	Total Cost*
<b>OPTION # 2 4-YEAR TRANSITION - SFFD ASSUMING COVERAGE YEAR 2 USING AFFR STATION 1 DURING TRANSITION</b>										
Captain (\$92,965)			3	\$278,895					3	\$278,895
Paramedic (\$82,896)			3	\$248,688					3	\$248,688
Engineer (\$77,839)			3	\$233,517					3	\$233,517
Firefighter (\$65,065)	8	\$520,520	3	\$195,195			7	\$455,455	18	\$1,171,170
<b>Total New Staff / Total New Staff Costs</b>	<b>8</b>	<b>\$520,520</b>	<b>12</b>	<b>\$956,295</b>			<b>7</b>	<b>\$455,455</b>	<b>27</b>	<b>\$1,932,270</b>
Equipment Fire Engines (Other Equip)	Med	\$148,000	Engine	\$480,000			Tender	\$128,000	3	\$756,000
Fire Academy (\$4,650 per trainee)	8	\$37,200	12	\$55,800			7	\$32,550	9	\$125,550
Other (Uniforms/Protective Equipmt)	8	\$48,000	12	\$72,000			7	\$42,000	27	\$162,000
New Fire Station							Build	\$2,500,000	1	\$2,560,000
<b>Total Capital, Equipment, &amp; Maint. Costs</b>		<b>\$233,200</b>		<b>\$607,800</b>				<b>\$2,702,550</b>	<b>TOTAL</b>	<b>\$5,535,820</b>
Project Description	Staff Med		Staff Squad and Med at AFFR				Staff Engine, Med, Tender at 1			

City Departments	FY 12/13	FY 13/14 (Phase 2)	FY 14/15	FY 15/16	4-Year Total
<b>OPTION # 3 4-YEAR TRANSITION - SFFD ASSUMING COVERAGE YEAR 3 USING AFFR STATION 1 DURING TRANSITION</b>					
Captain (\$92,965)			3	\$278,895	3
Paramedic (\$82,896)			3	\$248,688	3
Engineer (\$77,839)			3	\$233,517	3
Firefighter (\$65,065)	8	\$520,520	3	\$195,195	18
<b>Total New Staff/Total New Staff Costs</b>	<b>8</b>	<b>\$520,520</b>	<b>12</b>	<b>\$956,295</b>	<b>27</b>
Equipment Fire Engines (Other Equip)	Med	\$148,000	Engine	\$480,000	3
Fire Academy (\$4,650 per trainee)	8	\$37,200	12	\$55,800	9
Other (Uniforms/Protective Equipmt)	8	\$48,000	12	\$72,000	27
New Fire Station			Design	\$60,000	1
<b>Total Capital, Equipment, &amp; Maint. Costs</b>		<b>\$233,200</b>		<b>\$607,800</b>	
Project Description	Staff Med		Staff Squad and Med at AFFR	Staff Engine, Med, Tender at 1	<b>TOTAL</b>
					<b>\$5,535,820</b>

City Departments	FY 12/13	FY 13/14 (Phase 2)	FY 14/15	FY 15/16	4-Year Total
<b>OPTION # 4 4-YEAR TRANSITION - SFFD COVERING ANNEXATION FROM CURRENT SFFD STATIONS</b>					
Captain (\$92,965)					0
Paramedic (\$82,896)					0
Engineer (\$77,839)		3	\$233,517		3
Firefighter (\$65,065)	8	\$520,520	12	\$780,780	20
<b>Total New Staff/Total New Staff Costs</b>	<b>8</b>	<b>\$520,520</b>	<b>12</b>	<b>\$1,014,297</b>	<b>20</b>
Equipment Fire Engines (Other Equip)	Med	\$148,000	Tender	\$128,000	2
Fire Academy (\$4,650 per trainee)	8	\$37,200	12	\$55,800	20
Other (Uniforms/Protective Equipmt)	8	\$48,000	12	\$72,000	20
New Fire Station					
<b>Total Capital, Equipment, &amp; Maint. Costs</b>		<b>\$233,200</b>		<b>\$255,800</b>	
Project Description	Staff Med	Staff Tender			<b>TOTAL</b>
					<b>\$489,000</b>
					<b>\$2,023,817</b>







# City of Santa Fe, New Mexico

# memo

August 14, 2012

TO: Mayor and City Council  
Santa Fe Board of County Commissioners

Via: Robert P. Romero   
City Manager

From:   
Isaac J. Pino, Director Public Works Department

## PHASE 2 and 3 ANNEXATION – ROADS

On August 13, 2012, Adam Leigland and Robert Martinez of Santa Fe County met with me to discuss the details of the assignment of roads for Phase 2 and 3 of the City/County Annexation. There being no Phase 2 and 3 Annexation Agreement as yet, the purpose of the meeting was to define parameters to be used as the County releases roads to the City.

- **Roads to be included** – The annexation agreement will provide that the County turn over only roads currently designated as official County Roads. Roads currently identified as Private will remain so and the City will have no obligation to maintain such roads.
- **Turn-over Period** – Preliminarily it appears that the complete release of roads from the County to the City will take approximately three years. This will give the County sufficient time to bring the roads to agreed upon standard.
- **Road List** – Both the City and county have a current list of roads that are to be turned over in phases 2 and 3 of the annexation. With some very minor exceptions, the lists are the same. The City and County have agreed to finalize the list and make some of the minor adjustments needed. Specifically, Siler Road (between Agua Fria and West Alameda) needs to be added to the list and one or two other minor roads need to be confirmed for the list. The list contains approximately 20 lane miles of road (roughly 3% of the City's current total of city street lane miles). A map illustrating the roads will be updated with both GIS offices from the City and County; coordinating to complete one map.
- **Road Condition** – The County uses a road rating system that numerically ranks the condition. The City uses a system that alphabetically accomplishes the same

thing. The City and County will agree on a method of condition evaluation as well as the minimum to be accepted by the City.

- **Priority** – The City will produce a prioritization of the roads to be turned-over so that the County may utilize that in their maintenance planning. From the road list as prioritized by the City, the County will develop a turn-over schedule.
- **Standards** – The County has stated that its standard for maintenance is what is “customary” for the various roads. They have also indicated that this does not mean “maximum maintenance.” The City will want clearer definition of what this means.
- **Maintenance and construction** – The County will have the discretion to perform road work on an in-house basis or contract with road contractors using state price agreements or open bidding.
- **Cost** – The cost of bringing the roads to mutually agreed upon standards will be borne by the County.
- **Inspection and acceptance** – The City and County will develop a process for final inspection for compliance with mutually acceptable standards. Upon the completion of a satisfactory inspection, the road will be officially turned-over for City maintenance.
- **Traditional Village of Agua Fria** – Since the traditional village is not a part of the annexation, none of those roads are a part of this agreement.

The City and county Public Works Departments will continue to coordinate on the items listed in this memo. These items should become part of the Annexation agreement as established for these phases.

## County-Maintained Roads in City Annexation Phase 2

<u>Annexation Area 4</u>		<u>Length*</u>	<u>Description*</u>	<u>Condition / Work Required</u>	<u>Cost Est.</u>
1.	Agua Fria (CR 66, Lopez Ln. to Airport Rd.)	1.85	asphalt		
2.	San Felipe (Agua Fria to Airport Rd.)	.33	asphalt		
3.	Jemez Road (Airport Rd. to Agua Fria)	.80	asphalt		
4.	Morning Drive (south off Agua Fria)	.67	asphalt		

**Sub-Total (Area 4) 3.65 miles**

<u>Annexation Area 5</u>					
1.	Country Club Road	.34	asphalt		
2.	Fairly Road	.28	asphalt		
3.	Calle de Vencejo (C.C. Estates)	.31	asphalt		
4.	Calle Tangara (C.C. Estates)	.16	asphalt		
5.	Calle Chupa Rosa (C.C. Estates)	.14	asphalt		
6.	Calle Zanate (C.C. Estates)	.26	asphalt		
7.	CR 61A (just east of Paseo Del Sol)	.28	dirt		

**Sub-Total (Area 5) 1.77 miles**

<u>Annexation Area 7</u>					
1.	Mutt Nelson Road/Eastern half (CR 48G)	.92	asphalt		
1a.	Mutt Nelson Road/western portion (CR 48G)	1.05	basecourse		
2.	W. Prince Road (off Mutt Nelson)	.47	dirt		
3.	Barton Road (off Prince Rd.)	.19	basecourse		
4.	Florence Road (off Prince Road)	.19	dirt		
5.	Chalan Way & Road	.37	cold millings		
6.	Reata Road	.64	cold millings		
7.	Camino Charro	.22	cold millings		
8.	Chaparral S. & N.	.20	cold millings		

**Sub-Total (Area 7) 4.25 miles**

**PHASE 2 TOTAL 9.67 miles**

\* Based on mapped information provided by Santa Fe County Public Works, 2009.

## County-Maintained Roads in City Annexation Phase 3

<u>Annexation Area 1</u>	<u>Length*</u>	<u>Description*</u>	<u>Condition / Work Required</u>	<u>Cost Est.</u>
1. West Alameda (CR 70, to Siler Road)	.80	asphalt		
2. Camino Mio (off Agua Fria)	.17	chipseal		
3. Paseo Nopal (CR 77C, City Limits to NM 599)	1.35	cold millings		
4. Buckman Road	.61	asphalt		

**Sub-Total (Area 1) 2.93 miles**

### Annexation Area 12

1. Mimbres Lane (from Rodeo Rd.)	.10	dirt		
2. Rodeo Lane (from Rodeo Rd.)	.20	dirt		
3. Camino Jalisco (T & C Subd.)	.25	cold millings		
4. Camino Vera Cruz (T & C Subd.)	.43	cold millings		
5. Durango Drive (T & C Subd.)	.33	asphalt		

**Sub-Total (Area 12) 1.31 miles**

### Annexation Area 18

1. Paseo Primero (Hyde Park Estates)	.89	asphalt		
2. Paseo Del Monte (Hyde Park Estates)	.88	asphalt		
3. Paseo Iglesias (Hyde Park Estates)	.20	asphalt		
4. Paseo Ponderosa (Hyde Park Estates)	.37	asphalt		
5. El Paseo (Hyde Park Estates)	.32	asphalt		
6. Camino Lisa (Hyde Park Estates)	.13	asphalt		

**Sub-Total (Area 18) 2.79 miles**

**PHASE 3 TOTAL 7.03 miles**

\* Based on mapped information provided by Santa Fe County Public Works, 2009.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE COUNTY OF SANTA FE AND  
THE CITY OF SANTA FE**

This Memorandum of Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the **County of Santa Fe**, hereinafter referred to as “the County” and the **City of Santa Fe**, hereinafter referred to as “the City” for creation of a separate written agreement to address needed capital improvements of certain roadways contained within the Presumptive City Limit boundaries of Phase I Annexation.

**RECITALS**

**WHEREAS**, the City, the County, the EZA, the EZC, and “Las Soleras” entered into a Settlement Agreement and Mutual Release of Claims (“Settlement Agreement”) (Exhibit A) on May 19, 2008; and

**WHEREAS**, said Settlement Agreement and Mutual Release of Claims defines certain areas of land to be annexed as the Presumptive City Limits, which shall be annexed within five (5) years of May 19, 2008; and

**WHEREAS**, the Presumptive City Limits contains many roadways that are currently operated and maintained by the County, which will become maintenance responsibility of the City upon annexation; and

**WHEREAS**, the Settlement Agreement requires that the County shall maintain existing County roads within the areas to be annexed to customary County maintenance until annexation; and

**WHEREAS**, certain County maintained roadways in the Presumptive City Limits are experiencing structural, operational, surfacing, capacity, accessibility, and drainage deficiencies that require improvements to bring them up to customary County maintenance standards; and

**WHEREAS**, if these improvements are not made before annexation, the City will gain ownership of certain roadways that will require immediate and substantial investment of City funds; and

**WHEREAS**, ignoring or delaying needed road maintenance results in very costly reconstruction; and

**WHEREAS**, the Settlement Agreement states that the County shall not be required to provide significant capital improvements to existing County roadways to be annexed, absent a separate written agreement that provides a means for financing the capital improvements and that the County shall not undertake capital improvement to roads without City approval; and

**WHEREAS**, in the spirit of cooperation, mutual respect and service to the residents and transportation system users of the County and the City, this Memorandum of Agreement confirms the parties’ commitment and mutual cooperation, the foundation of which is a recognition that partnering activities between governmental entities of similar purposes may produce community and constituency benefits beyond what might be produced independently.

**AGREEMENT**

**NOW, THEREFORE**, it is agreed by the County and City as follows:

**1. SCOPE OF AGREEMENT**

- A. Prior to the recording of the Annexation of Phase I, the County shall perform the roadway improvement and maintenance activities identified in "Annexation Phase I - Needed Roadway improvements" attached hereto as Exhibit B.
- B. The City reserves the right to inspect the work and reject work not meeting the customary roadway and maintenance standards of the City. Rejected work shall be redone immediately by the County at the County's sole expense.
- C. It is acknowledged that the items of work identified in "Annexation Phase I - Needed Roadway improvements" (Exhibit B) are minimal maintenance improvements that do not address structural, operational, capacity, and accessibility deficiencies.

**2. EFFECTIVE DATE AND TERM**

This Memorandum of Agreement shall, upon due execution by both parties, become effective the date of last signatory and shall terminate on December 31, 2010, unless terminated pursuant to Article 4. This Agreement may be extended in writing by mutual agreement of the County and City.

**3. THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the County. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

**4. APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the parties for the performance of this Agreement. If sufficient appropriations and authorizations are not granted, this Agreement shall terminate upon written notice. The decision as to whether sufficient appropriations and authorizations are available shall be accepted by the parties and shall be final.

**5. AMENDMENT**

This Memorandum of Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

**6. RESPONSIBILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. This Agreement is subject to the immunities and liabilities of the New Mexico Tort Claims Act.

**7. CONFLICT OF INTEREST**

- A. Interest of the City and Its Elected Officials, Officers, Employees, and Agents. No elected official, officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out any of the provisions of this Agreement, or any other person who exercises any functions or responsibilities in connection with any of the provisions of this Agreement, shall have any personal financial interest, direct or indirect, in

this Agreement or the Project, unless such financial interest is disclosed in advance to the County and the County does not object to that person's involvement in the Agreement. The City shall not employ in the performance of this Agreement any person having a conflicting interest. This Article shall be interpreted in such a manner so as to not unreasonably impede the City's primary concern of maximum opportunity for employment of area residents and resident participation.

- B. Interest of County and Its Elected Officials, Officers, Employees, and Agents. No elected official, officer, employee or agent of the County who exercises any functions or responsibilities in connection with the planning or carrying out any of the provisions of this Agreement, or any other person who exercises any functions or responsibilities in connection with any of the provisions of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement or the Project, unless such financial interest is disclosed in advance to the City and the City does not object to that person's involvement in the Agreement. The County shall not employ in the performance of this Agreement any person having a conflicting interest. This Article shall be interpreted in such a manner so as to not unreasonably impede the County's primary concern of maximum opportunity for employment of area residents and resident participation.

**8. 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. Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, et. seq., as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the party's liabilities as governed by common law or the New Mexico Tort Claims Act. The City and its "public employees" as defined in the New Mexico Tort Claims Act and the County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**9 DISPUTE RESOLUTION**

In the event of any dispute between the parties regarding the enforcement, effect, or interpretation of this Agreement, the parties shall first resort to mediation before a neutral mediator, mutually agreed to by the parties.

**10. PROHIBITED ACTIVITY**

The City is prohibited from using funds provided herein or personnel employed in the administration of this Agreement for political activities; sectarian or religious activities; lobbying, or political patronage.

**11. SCOPE OF AGREEMENT**

This Memorandum of Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.



**12. APPLICABLE LAW**

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

**IN WITNESS WHEREOF**, the parties have duly executed this Memorandum of Agreement as of the first date written above.

**SANTA FE COUNTY:**

**CITY OF SANTA FE:**

\_\_\_\_\_  
Harry Montoya, Chairman  
Board of County Commissioners

\_\_\_\_\_  
David Coss, Mayor  
City of Santa Fe

ATTEST:

ATTEST:

\_\_\_\_\_  
Valerie Espinoza,  
Santa Fe County Clerk

\_\_\_\_\_  
Yolanda Y. Vigil,  
Santa Fe City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Frank D. Katz,  
Santa Fe City Attorney

FINANCE DEPARTMENT:

FINANCE DEPARTMENT:

\_\_\_\_\_  
Theresa Martinez,  
Santa Fe County Finance Director

\_\_\_\_\_  
David N. Millican,  
Santa Fe City Finance Director



	2008 Annexation Settlement Agreement Provision (if any)	Significant Provisions in "Water, Waste-water, and Solid Waste Supplemental Agreement in partial fulfillment of Phase 2 of Annexation"	City Comments
1.		<u>Recitals, p. 2</u> , the County proposes that "plans for staffing and equipment sufficient to provide solid waste services in the areas designated for annexation must be implemented well in advance in order to ensure a seamless transition."	City staff recommends date be established (Month, Day, Year)
2.		<u>Article I.C, p. 3</u> , the County proposes "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 August, 2012."	City staff recommends ≈ 9 month ramp-up period; August 2012 Date should be revised to be consistent with comment 1.
3.		<u>Article II. D, p. 3</u> , the County proposes creating a Technical Review Team. "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."	City staff is currently inventorying all water infrastructure, consistent with City resolution 2012-36, researching water usage, and developing water budgets for master-meters.  City staff recommends not forming a Technical Review Team, but rather proceeding as directed in City resolution 2012-36.
4.	2.m, 2.o.	<u>Article II.F, p. 3</u> , the County proposes: "The parties shall identify the proper process by which to transfer such customer, consistent with the contracts, court decrees or applicable rulings of the Public Regulation Commission, and shall jointly complete the process. If it is not legally possible to transfer a customer, the parties shall address the issue by specific amendment to this agreement."	City staff recommends removing this statement because the settlement agreement requires the City and County to transfer customers <u>unless</u> prohibited by a current contract with a customer, decrees of a court, or applicable rulings of the Public Regulation Commission. This provision reverses that obligation. City staff recommends that a specific process to transfer accounts with date of transfer may be needed.

	2008 Settlement Agreement Provision (if any)	Significant Provisions in "Water, Waste-water, and Solid Waste Supplemental Agreement in partial fulfillment of Phase 2 of Annexation"	City Comments
5.		<u>Article II. I</u> , p.4, the County proposes allowing, "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"	City staff recommends removing this statement because it goes beyond the settlement agreement.  City staff recommends that any changes to infrastructure should be done as part of the exchange, not before, to minimize customer impact.
6.		<u>Article III. A</u> , p.4, the County proposes, "The City and the County shall exchange account information about water and wastewater customers being transferred between the parties..."	City staff believes this information exchange will be key to a smooth transition and recommends additional information (e.g. format of info, history, date of transfer, etc.)
7.	2.o	<u>Article V. A</u> , p. 5, the County is proposing, "Any water and wastewater infrastructure installed at the expense of the City or County (i.e. not funded by developers/users or by state or federal grants or loans) and identified for transfer from one party to the other party as provided in Paragraph II, shall be appraised to determine the depreciated value of the infrastructure at the time of transfer."	City staff recommends removing this statement because the Annexation Settlement Agreement does not exclude infrastructure conveyed by a developer: "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"
8.	2.o	<u>Article VI.A</u> , p.6, the County proposes, "If either party hereto assumes a water delivery obligation for which a customer transferred water rights to a party to support water service, the party shall transfer the water rights to the other party to support deliveries."	City staff recommends removing this statement because this topic is already addressed in the Annexation Settlement agreement.

	<b>2008 Settlement Agreement Provision (if any)</b>	<b>Significant Provisions in "Water, Waste-water, and Solid Waste Supplemental Agreement in partial fulfillment of Phase 2 of Annexation"</b>	<b>City Comments</b>
9.		<u>Article VII.A.1</u> , p. 6, the County proposes, "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."	City staff recommends removing this statement because it goes beyond the intent of the Annexation Settlement Agreement.
10.		<u>Article VII.A.2</u> , p. 6, the County proposes, "The party desiring a water service connection shall pay all costs of installation of the required master meter, which shall become the property of the party desiring the service connection"	City staff recommends revising the ownership provision because the City owns master meters and is responsible for reading them for operations, maintenance, and billing.
11.		<u>Article VII.A.4</u> , p. 7, the County proposes, "Each party shall furnish water at a reasonably constant pressure at all designated delivery points. If a different pressure than that normally available at the point of delivery is required, the cost of providing such different pressure shall be borne by the party desiring the service connection."	City staff recommends removing this statement because current city rules and regulations for water service have this requirement.

**City of Santa Fe Water Outside City Limits and Outside Rte. 599 Bypass and Rte. I25 Corridors - DRAFT**

Revision Date: August 13, 2012

Project Name	SDCW Drawing No.	Construction Cost	Book Value Const Cost w/ Depreciation	Water Main (linear feet)						Total
				4"	6"	8"	10"	12"	16"	
<b>Northwest</b>										
Aldea Phase 1A - Frijoles Compound	16/2000	\$474,084.93	\$347,389.82	230	210	11,025				
Aldea Dreamcatcher	35/2006	\$7,533.75	\$7,357.47	30						
Aldea Live Work 7476	59/2005	\$4,469.22	\$3,946.34	10						
Aldea Phase 2A	34/2004	\$66,729.83	\$53,827.63	650	36	340				
Aldea Phase 2B	20/2005	\$182,860.50	\$161,466.72	1,764	83	3,165				
Aldea Phase 2C-1	6/2006	\$170,857.01	\$166,859.12		88	2,538	536			
Aldea Phase 2C-2	7/2006	\$64,230.98	\$62,728.04		17	340	580			
Aldea Phase 2D-1	8/2006	\$54,671.63	\$53,392.37		52		896			
Aldea Phase 2D-2	9/2006	\$6,780.00	\$6,621.35	339						
Aldea Phase 1-B	49/2002	\$222,955.00	\$169,962.00	490	370	3,845				
Tessera Subdivision	74/2005	\$368,456.41	\$325,348.83	1,737	172	11,526				
Las Campanas Estates 1	3/1992	\$554,410.00	\$307,246.92	3,054	14,268	6,892				
Las Campanas Estates 2	3/1993	\$396,954.34	\$224,875.61	4,140	4,895	11,220		5,670		
La Tierra	30/1981	\$1,559,470.30	\$578,079.51	2,077	14,897	10,364		1,840	14,061	
La Mirada	71/1999	\$126,821.78	\$89,025.14	219		5,569				
N. Ridgetop Extn. Fr. Avenida Ricon/Tano	110/1999	\$46,850.00	\$32,887.32			1,874				
Thornberg Office Campus	84/2006	\$52,384.10	\$51,158.36		18	734				
La Mariposa Phase 1	8/1988	\$228,447.50	\$115,911.79	433	2,335	6,690				
La Mariposa Phase 2	1/1989	\$129,500.00	\$67,939.66	350		4,900				
<b>Southwest</b>										
TTBP Lot D# 6" FS	56/2005	\$4,529.77	\$3,999.81		30					
Thornberg Property Spine	40/2005	\$340,378.04	\$300,555.49		10	2,760				
Turquoise Trail South Phase	2/2006	\$464,531.13	\$453,661.56	970	3,990	1,795	2,060			
Turquoise Trail North	29/2007	\$355,537.50	\$373,927.37	530	2,015	4,922	5,885			
Turquoise Trail Commercial	6/2007, 50/2006	\$27,395.94	\$26,754.90		200	3,900				
TTBP Infrastructure	36/1997	\$72,000.00	\$46,551.72				2,400			
<b>Southeast</b>										
Rabbit Road Area		Unavailable								
East High Level Tank Area System		Unavailable								
Quail Run Retirement Resort	30/1986	\$190,821.80	\$90,240.85						3,191	
Santa Fe Trail Estates - 7000 Block	40/1995	\$37,000.00	\$22,418.72			1,480				
Indian Hills Subd. - Cloudstone Drive	29/1998	\$74,750.00	\$50,539.10			2,990				
Campo Conejo	83/1999	\$534,608.04	\$375,279.04	1,301		9,568				
<b>South</b>										
Santa Fe Community College	26/1987	\$19,013.54	\$9,296.03		17		70	265		
IAIA		Unavailable								
Santa Maria De La Paz	16/1993	\$34,560.00	\$19,578.33					768		
Santo Nino Regional Catholic School	48/2005	\$21,169.53	\$18,692.80	15	55	430				
Santa Maria De La Paz Social Hall	2/2002	\$21,179.90	\$16,145.76		20					
SFCC P.E. & Instructional Building	48/1991	\$44,600.00	\$24,606.90			1,784				
<b>TOTAL PHASE 2 CONSTRUCTION COST</b>		<b>\$6,960,542.47</b>	<b>\$4,658,272.38</b>							
				<b>4"</b>	<b>6"</b>	<b>8"</b>	<b>10"</b>	<b>12"</b>	<b>16"</b>	<b>Total</b>
<b>Pipe Totals (LF)</b>				18,339	43,778	110,651	12,427	8,543	17,252	210,990
<b>Pipe Totals (miles)</b>				3.5	8.3	21.0	2.4	1.6	3.3	40.0
<b>Phase 3 Annexation</b>										
<b>Northeast</b>										
Summit Phases 4&5	15/1997	\$64,387.50	\$41,629.85		145	2,445				
South Summit Phase 7&8	70/1999	\$48,500.00	\$34,045.57	800		1,300				
Summit Phase 6	100/1999	\$33,034.44	\$23,189.20			1,100				
Tesuque Creek	29/2002	\$41,032.44	\$31,279.66	34	1,908					
High Summit	1/2004	\$100,750.00	\$81,270.01			4,030				
High Summit III Ph.1	14/2006	\$175,117.25	\$171,019.68	160	100					
High Summit III Ph.2	41/2006	\$254,227.52	\$248,278.85		3,790					
The Summit Properties Hyde Park Rd.	1/1991	\$162,405.00	\$89,602.76					3,609		
Summit Subdivision	2/1991	\$75,100.00	\$41,434.48			3,004				
The SF Summit Water Tank	50/1991	\$223,710.00	\$123,426.21	57				4,946		
SF Summit 12" Loop & 12" Trans. Line	7/1996	\$123,780.00	\$76,981.40				4,126			
Ten Thousand Waves	30/1998	\$2,725.00	\$1,842.40			109				
<b>TOTAL PHASE 3 CONSTRUCTION COST</b>		<b>\$1,304,769.15</b>	<b>\$964,000.06</b>							
				<b>4"</b>	<b>6"</b>	<b>8"</b>	<b>10"</b>	<b>12"</b>	<b>16"</b>	<b>Total</b>
<b>Pipe Totals (LF)</b>				1,051	5,943	11,988	4,126	8,555	0	31,663
<b>Pipe Totals (miles)</b>				0.2	1.1	2.3	0.8	1.6	0.0	6.0

