



# 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)**

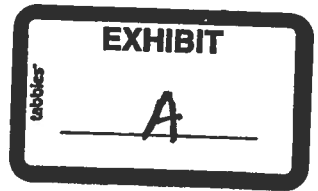
(2.k.) – County shall maintain affected County-owned roads to "customary county maintenance standards" until annexation by the City. County is not expected to provide "significant capital improvements to an existing road or to construct a new road...in the absence of a separate written agreement by and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



**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 petition method annexation.

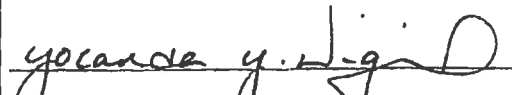
2 2. Any amendment to the Settlement Agreement shall in no way affect the Las Soleras  
3 Annexation.

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

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8 DAVID COSS, MAYOR

9 ATTEST:

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12 YOLANDA VIGIL, CITY CLERK

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14 APPROVED AS TO FORM:

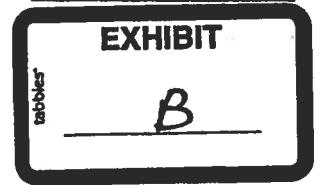
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17 GENO ZAMORA, CITY ATTORNEY

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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

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.

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

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.

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

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.**

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.

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 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

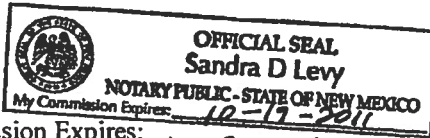
**Approved as to form:**

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.

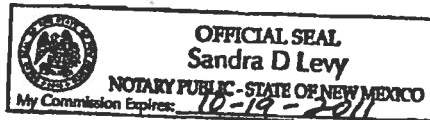


My Commission Expires: 10-19-2011

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

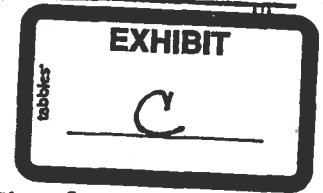
Sandra D. Levy  
Notary Public

ITEM # 08-1112

SFC CLERK

RECEIVED 02/12/2009

**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 (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.

Approved as to form:

  
 Stephen C. Ross, County Attorney

1-27-09  
 Date

THE GOVERNING BODY OF THE CITY OF SANTA FE

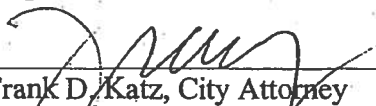
By: David Coss  
 David Coss, Mayor

11/24/08  
 Date




11-25-08  
 Date

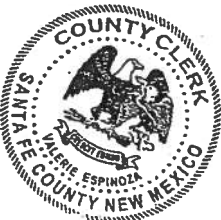
Approved as to form:

  
 Frank D. Katz, City Attorney

11/13/08  
 Date

  
 David N. Millican, Finance Director

11/25/08  
 Date

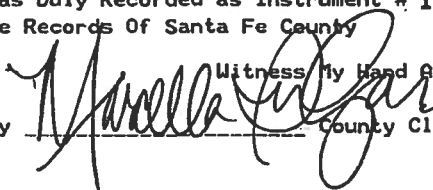


COUNTY OF SANTA FE )  
 STATE OF NEW MEXICO ) ss

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

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





# CITY OF SANTA FE ANNEXATION

## ANNEXATION AREAS DATA SUMMARY

Area	Acres	Population	Housing Units
AREA 1 (West Alameda/Passo 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)	562.34	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)	2,766.71	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	693
<b>TOTAL</b>	<b>7,942.13</b>	<b>14,127</b>	<b>4,939</b>

City Limits  
Existing City Water Lines

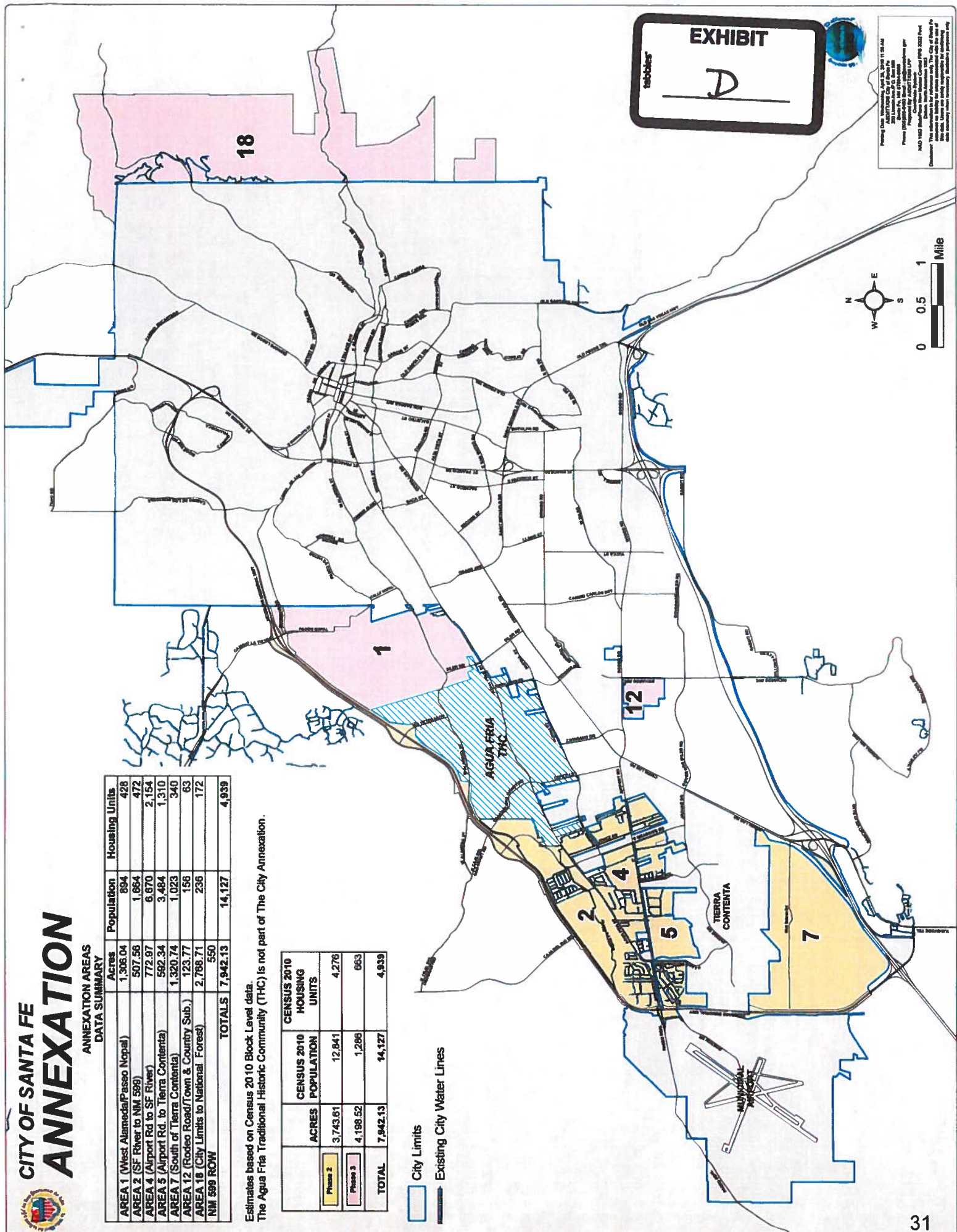
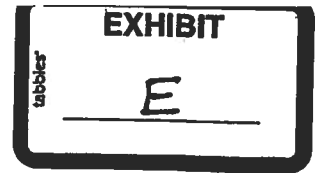


EXHIBIT  
D

Printing Date: Wednesday, April 26, 2017 11:56 AM  
 File Name: Santa Fe City Limits Map 2017.mxd  
 Project: 2017 Santa Fe City Limits Map  
 Project Path: C:\Users\jgarcia\Documents\2017 Santa Fe City Limits Map\2017 Santa Fe City Limits Map.mxd  
 Project Author: jgarcia  
 Project Date: 4/26/2017  
 Project Title: 2017 Santa Fe City Limits Map  
 Project Location: Santa Fe, New Mexico  
 Project Status: Not Started  
 Project Manager: jgarcia  
 Project Owner: jgarcia  
 Project Sponsor: jgarcia  
 Project Stakeholders: jgarcia  
 Project Description: This document is for internal use only. The City of Santa Fe is not responsible for the accuracy of the information contained herein. Users are solely responsible for obtaining the necessary data to ensure the accuracy of the information presented here.



## **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

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## 4-YEAR BUDGET FOR PHASE 3 ANN

City Departments	FY 12/13		FY 13/14 (Phase 2)		FY 14/15	
	# added	Total Cost	# added	Total Cost	# added	T
<b>Police</b>						
Staff - Patrol Staff + (Support Staff)						
Equipment - Cars (Uniforms & Vests)						
Gas / Car Maintenance						
4 Civilians / 4 Public Safety Aides						
<b>Fire</b>						
Staff - Firefighters + (Other Staff)					3 foreman/2 wildl FF	
Equipment Fire Engines (Other Equip)					2 crew carriers	
Promotions						
Other (Uniforms)						
New Fire Station						
<b>Public Works / Parks</b>						
Staff - Roads & Parks						
Annual Maintenance Materials						
Truck / Snow Plow / Aerial Crane						
<b>Land Use</b>						
Staff - Code Enforcement Specialists ®						
Equipment - Small Truck						
<b>GENERAL FUND ANNEX COSTS</b>						
One-Time Capital Costs						
Recurring Capital Outlay Revenue						
Capital Costs - Capital Outlay Rev. Gap						\$0
New Recurring Operating Costs						
New Recurring Operating Revenue						
Operating Costs - Operating Rev. Gap						\$387,97.
<b>Solid Waste</b>						
Staff - Operators / Maint. Worker ®						
Equipment						
Residential Side Load Auto					0	\$0
Residential Recycling Truck					0	\$0
Front Load Collection Unit					40	\$36,000
Front Load Dumpsters					600 / 1200	\$73,500
Res. Refusecarts / other carts / bins						
Landfill / Tipping Fees ®						
<b>S.W./ Env. Serv. Enterprise Fund</b>						
	12/13 Total	\$0	13/14 Total	\$0	14/15 Total	\$0
					15/16 Total	\$73,500