

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY  
FOR WASTEWATER AND WATER SERVICE TO THE ST. FRANCIS SOUTH  
LARGE SCALE MIXED-USE PROJECT**

The City of Santa Fe (“the City”) and Santa Fe County (“the County”) enter into this Memorandum of Understanding (“MOU”), effective as of the last date written below, for a new water connection and water services via a master meter to the City’s water system and for a new sanitary sewer connection and sewer services for the St. Francis South Large Scale Mixed-Use Project (“the Project”). The Project, located on Rabbit Road at the southwest corner of I-25 and St. Francis Drive, New Mexico (Exhibit A- Vicinity map), will include a County wastewater collection system (“County Collection System”) owned by the County that will discharge into the City’s wastewater collection and treatment system (“City Wastewater System”) and a County water system (“County Water System”) owned by the County that will connect to the City’s water system (City Water System) pursuant to this MOU.

**RECITALS**

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

B. Section 2(m) of the Settlement Agreement provides:

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.

C. The Project will be located outside the “presumptive city limits,” as defined in the Settlement Agreement.

D. The Project will be constructed on a 68.9-acre parcel (Exhibit A) that is further described in the attached Master Plan (Exhibit B) and Boundary Survey Plat (Exhibit C). The Project will consist of mixed-use spaces including offices, warehouses, medical facilities, and multi-family residential lots.

E. The County currently lacks infrastructure to transmit, treat and dispose of wastewater from the Project and currently lacks infrastructure to transmit water for the Project. The purpose of this MOU, therefore, is to set out the terms and conditions under which the County Collection System for the Project will be permitted to connect and discharge wastewater to the City

Wastewater System and the County Water System for the Project will be permitted to connect to the City Water System.

F. Pursuant to Sections 22-6.2 and 25-1.11 of the Santa Fe City Code ("SFCC"), applications to connect to the City Wastewater System and City Water System outside of the City limits are reviewed by the water/wastewater review team ("WWRT"), which consists of "City and County staff from the Water Division, the Wastewater Division, the City attorney's office, the County Attorney's Office, the Land Use Departments and the Office of Affordable Housing."

G. On December 22, 2014, the County Utility submitted a letter application ("Application") to the WWRT on behalf of Project owner requesting that the Project be connected to the City Wastewater System.

H. On February 17, 2015, the WWRT met to review the Application. The WWRT members determined that the Application was complete and that it met the requirements of Section 22-6.2. SFCC.

I. On May 3, 2016 the City determined that a concurrent request for City water service pursuant to Section 25-1.11 of the Santa Fe City Code is required as a condition of receiving City sewer service and that the source of water for the Project will be the County Utility via a master meter located at the end of the City's main water line at East Rodeo Park Drive (Exhibit D).

### **AGREEMENT**

1. Wastewater Connection and Discharge Authorization; City Review and Approval: The County Collection System is hereby authorized to connect and discharge to the City Wastewater System as per the design and at the connection point shown on Exhibit D. Upon receiving design plans for the County Collection System, the County shall notify the City and make such plans available to the City for review and comment. At its discretion, the City may require that no discharge into the City Wastewater System occur until the City inspects the connection to verify that it meets applicable City codes, standards and requirements. All costs for the County Collection System to connect to the City Wastewater System shall be paid by the Project or County.

2. Water Connection Authorization; City Review and Approval: The County Water System is hereby authorized to connect to the City Water System as per the design and at the connection point shown on Exhibit D. The connection shall be made via a new master meter, vault, and flow restrictor (pressure sustaining valve), the design of which shall be approved by the City Water Division in a timely manner. Flow control will be required at the master meter to limit flow to a maximum 2500 gpm. The City shall own the master meter, vault, and appurtenances and the County shall own the water system on the County side of the master meter. The County will provide design plans for this project to the City in a timely manner upon receipt from Project developer. The City will not supply water from the City Water System to the County Water System at this location until all plans and inspection work have been completed and approved by

the City. The City will inspect the connection to verify that it meets applicable City codes, standards and requirements. All costs for the County Water System to connect to the City Water System including the master meter, flow restrictor (pressure sustaining valve), vault and associated appurtenances required to operate the master meter and flow restrictor shall be paid by the Project or County. The County will also be responsible for the monthly service charge for the master meter. The rates for this service charge can be found in Chapter 25 of the City Code.

3. Regulatory Oversight: The County shall be responsible for inspecting, reviewing and approving the County Collection and Water Systems and shall require the Systems to be constructed, operated, and maintained in compliance with all applicable federal, state, City and county requirements. In the event of a County Collection or Water System malfunction that creates or may create a nuisance or constitute a violation of law, the County shall correct the malfunction as soon as practicable after receiving notice thereof. The City shall have no obligation to assume any regulatory oversight responsibilities with respect to the County Collection or Water System except as necessary to enforce applicable City code and ordinances.

4. Compliance with Federal, State and Local Law: Santa Fe Homes Program. The County shall assure that any portion of the County Collection and Water System complies with all applicable federal, state, and local laws. Pursuant to SFCC §22-6.2(G), the City's Santa Fe Homes Program (SFCC §14-8.11) does not apply.

5. Metering Requirements; Billing. The County shall meter water use of the Project pursuant to SFCU Customer Service Policies adopted by Resolution No. 2012-88, as the same may be amended from time to time. The County may meter wastewater discharge directly. The County will collect the metered usage pursuant to SFCU Customer Service Policies and any wastewater discharge readings. The County will report the collected meter readings and other pertinent billing information to the City on a monthly basis for use in calculating the invoice for the wastewater and water bill to be paid by the County in accordance with the City's most current rates. The City will not bill the County for water that the County has diverted and delivered to the Project using County-owned water rights, but may impose a wheeling fee for the County's use of City-owned infrastructure in accordance with the May 8, 2013, Agreement Regarding Water, Wastewater and Solid Waste Required by the Settlement Agreement and Mutual Release of Claims.

6. Utility Expansion Charges. The County shall require its customers in the Project to pay for the benefit of the City a utility expansion charge ("UEC") under SFCC Section 22-6.6 in accordance with the following process. The County will calculate the amount of the UEC under SFCC Section 22-6.6. The County will thereafter bill and collect the final UEC from its customers based on the final calculation. The County will remit the amounts collected to the City on a monthly basis.

7. City Wastewater Service Fees. The County agrees to pay to the City the sum of the City's monthly wholesale service fees under SFCC Section 22.7, as it may be amended from time to time, for wastewater collection and treatment services provided for the wastewater discharge by the Project.

8. SFCC Section 22.9 and SFCC Section 22.10. The County agrees that the discharges from any commercial/industrial properties within the Project shall be subject to the provisions of SFCC Section 22.9, *Industrial Pretreatment Regulations and Procedures*, and SFCC Section 22.10, *Wastewater Extra Strength Surcharge Program*, as they may be amended from time to time.
9. Pre-treatment Requirements. If determined to be necessary by the City, the City will issue an industrial wastewater discharge permit under SFCC Section 22.9, in which case all permit conditions and requirements must be met by the Project or any other occupant of the property as a condition of service.
10. Wastewater Service Area. Except as otherwise authorized in separate agreements between the City and County, the County will not permit properties outside of the area for the Project shown on Exhibits "A, B, and C" to connect to the City's wastewater collection and treatment system without prior written approval from the City and County pursuant to the Settlement Agreement.
11. Water Service Area. The County will not extend water service outside of the area for the Project shown on Exhibits "A, B, and C" without first having obtained from the City an analysis of the impacts to the City's Water System that extension of the County Water System beyond the boundary may have.
12. Successors & Assigns. This Memorandum of Understanding will inure to the benefit of the Parties' successors or assigns.
13. Amendments. This MOU may be amended in writing by agreement of all the parties.
14. Effective Date and Term. This MOU shall be effective upon the signature of all the Parties and shall be perpetual; provided, however, that the County may terminate this MOU when it is willing and able to provide wastewater treatment services for the Project through its own or another wastewater treatment system; that the City may terminate this MOU for failure by the County or the Project to comply with the provisions of this MOU; and that this MOU may be terminated by either party pursuant to Paragraph 15, Bateman Act Compliance. If the City intends to terminate this MOU for failure to comply, the City shall give the County one hundred twenty days advance, written notice of termination, during which period the County shall have the right to cure the failure to comply.
15. Bateman Act Compliance. The terms of this MOU are contingent upon sufficient appropriations and authorizations being made or given by the City and County to perform under this MOU. If sufficient appropriations and authorizations are not made or given by the City or County, this MOU may be terminated or this MOU may be amended in accordance with Paragraph 14. A party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

**16. New Mexico Tort Claims Act.** Neither the City nor the County waive any of the limitations and immunities of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30.

**17. No Third-Party Beneficiaries.** The parties do not intend to create, and this MOU does not create, any third-party beneficiaries under this MOU. Without limiting the generality of the foregoing, no action to enforce the terms of this MOU or for damages for breach thereof may be brought against either party by any person who is not a party to this MOU.

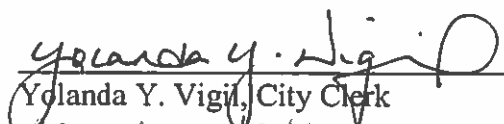
**For the City:**



Javier Gonzales, Mayor  
City of Santa Fe


9/8/16  
Date

Attest:


  
Yolanda Y. Vigil, City Clerk  
CC mtg. 8/31/16

9-19-16  
Date

Approved as to Form:

  
Kelley Brennan, City Attorney

6/20/16  
Date

  
Oscar Rodriguez, Finance Director

9-2-2016  
Date

City of Santa Fe Clerk No: \_\_\_\_\_

For the County:

Miguel Chavez  
Miguel Chavez, Chair, Board of  
County Commissioners of Santa Fe County

9/13/16  
Date

Approved as to Form:

Gregory S. Shaffer  
Gregory S. Shaffer, Santa Fe County Attorney

8-15-16  
Date

Attest:

Geraldine Salazar  
Geraldine Salazar, Santa Fe County Clerk

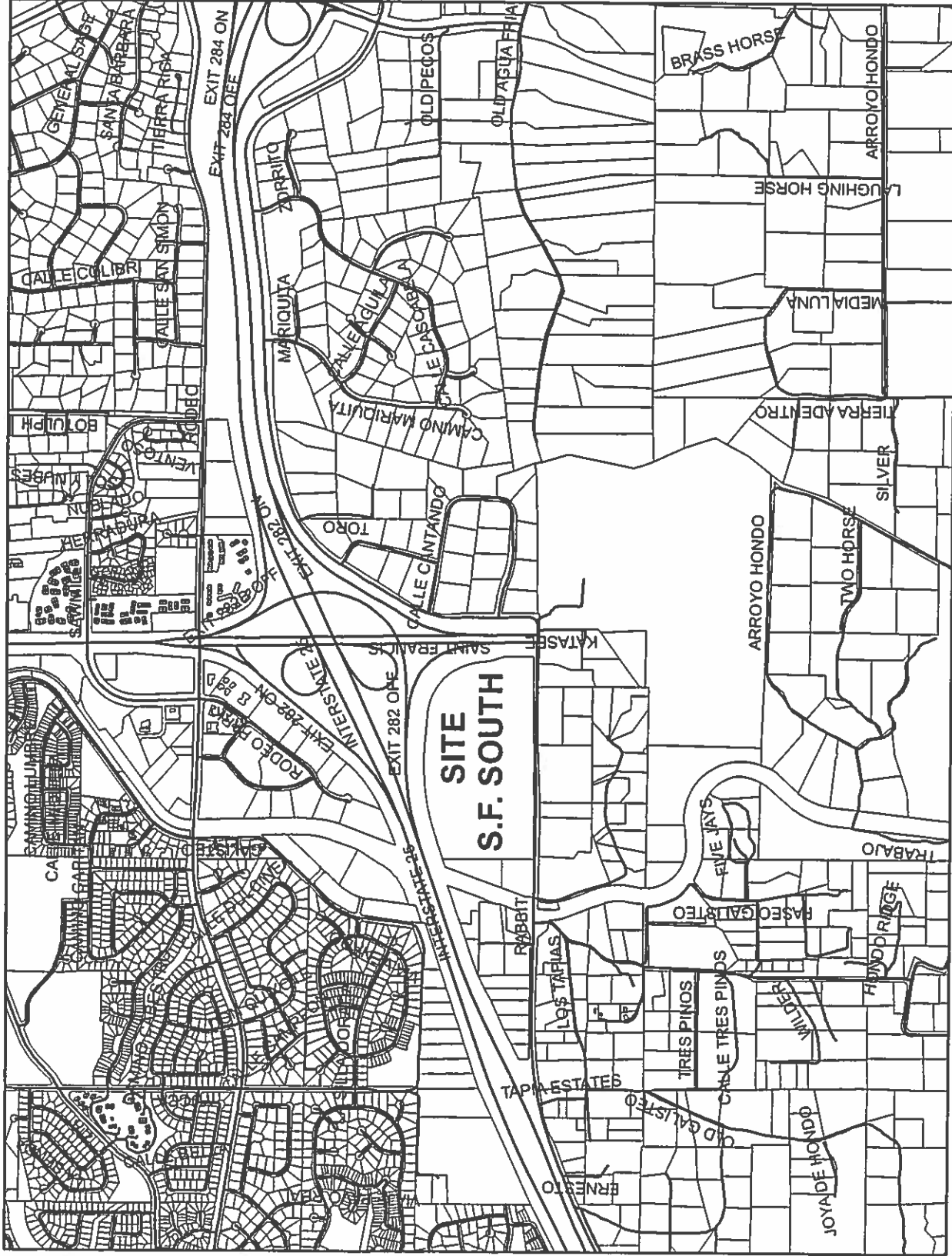
9-13-2016  
Date



Carole H. Jaramillo  
Carole H. Jaramillo, County Finance Director

8/16/16  
Date

# EXHIBIT A



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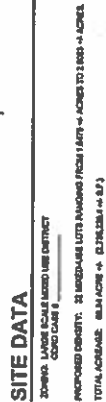
**1 inch = 1,722 feet**

# SAINT FRANCIS SOUTH VICINITY MAP



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3-1



## SITE DATA

[illegible]

PROPOSED CENSITY: 22 MEDIAN LOTS RANGING FROM 1 ACR. → ACRES TO 2.600 → ACRES

TOTAL ACRES: 88.14 ACRES → 0.7182211 → 0.71

## NOTES

- A T-1 WILL BE REQUIRED WITH FUTURE EMISSIONS I, II, III, AND IV TO ENSURE THAT OFFSITE IMPROVEMENTS ARE ADEQUATE FOR THE CORRESPONDING RISK.
- FUTURE T-1 WILL ADDRESS ST. PETERS CORPUSCULES EMITTED ROAD CONCERNING INCREASING THE FEASIBILITY OF A SIGNAL LIGHT ON A ROAD ABOUT.
- THE APPLICANT SHALL PROVIDE THERMOCOOLING WITH A DROPPED SURFACE OF A MINIMUM OF 150 FEET DOWNSIDE AT ALL DEAD END SITES SERVING INDUSTRIAL LOTS.
- A MAP SHOWING THE COMPLETE DRAINAGE BASIN CONTRIBUTING FLOWS TO AND WITHIN THE SITE SHALL BE SUBMITTED AS PART OF THE APPLICATION. THE DRAINAGE BASIN SHALL BE SUBMITTED AS PART OF THE APPLICATION. THE DRAINAGE BASIN SHALL BE SUBMITTED AS PART OF THE APPLICATION.

**PURPOSE STATEMENT**

THE PURPOSE OF THIS MASTER PLAN IS TO ALLOW FOR LARGE SCALE MIXED USE DEVELOPMENT TO INCLUDE COMMERCIAL, RESIDENTIAL AND COMMUNITY SERVICE

## MASTER PLAN

SCALE: 1"=100'-0"

[illegible]

State of New Mexico )  
County of Bernal Co. )  
ss  
This being a true and correct copy of the original, I, the undersigned, a Notary Public in and for the State of New Mexico, do hereby certify the same to be correct and true.  
Notary Public  
My Comm. Expires 12/31/2010

( ) **\_\_\_\_\_**

( ) **\_\_\_\_\_**

THE UNIVERSITY OF CHICAGO PRESS  
530 North Dearborn Street, Chicago, IL 60610-5708  
U.S. POSTAGE PERMIT NO. 4234 CHICAGO, IL

Handwritten signature: *Richard*

2181  
Dunbar, John

### 514.1 My Christmas Recipe

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GARDEN CITY  
MILLS & BROS.

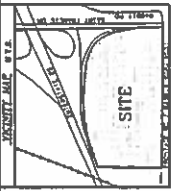
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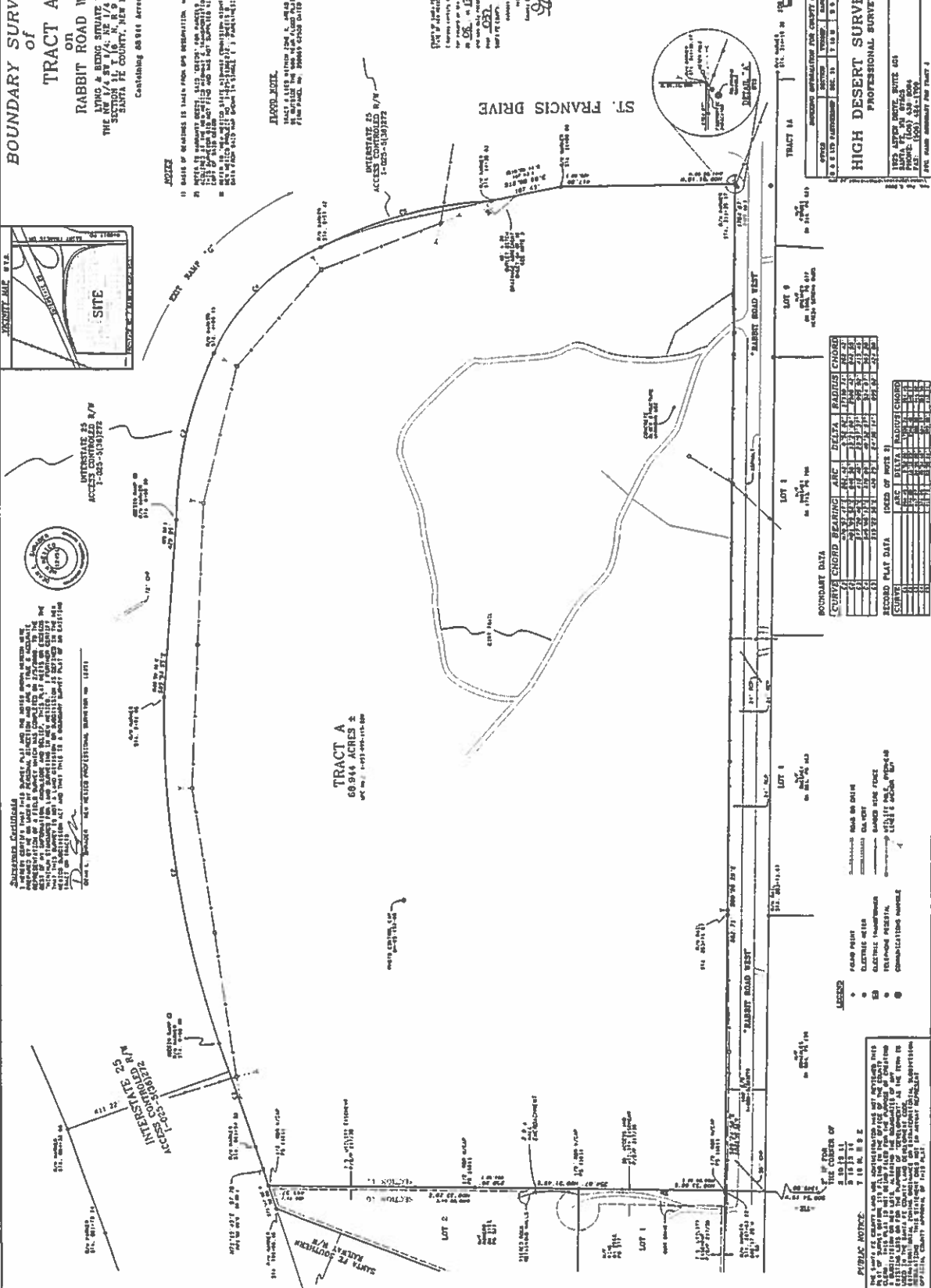
BOUNDARY SURVEY PLAT  
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on  
RABBIT ROAD WEST  
LYING & BEING SITUATE WITHIN  
THE NW 1/4 SW 1/4; NE 1/4 SW 1/4 OF  
SECTION 31, T. 10, N. R. 9 E. R. 10 E.  
SANTA FE COUNTY, NEW MEXICO

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**FLOOD NOTE.**

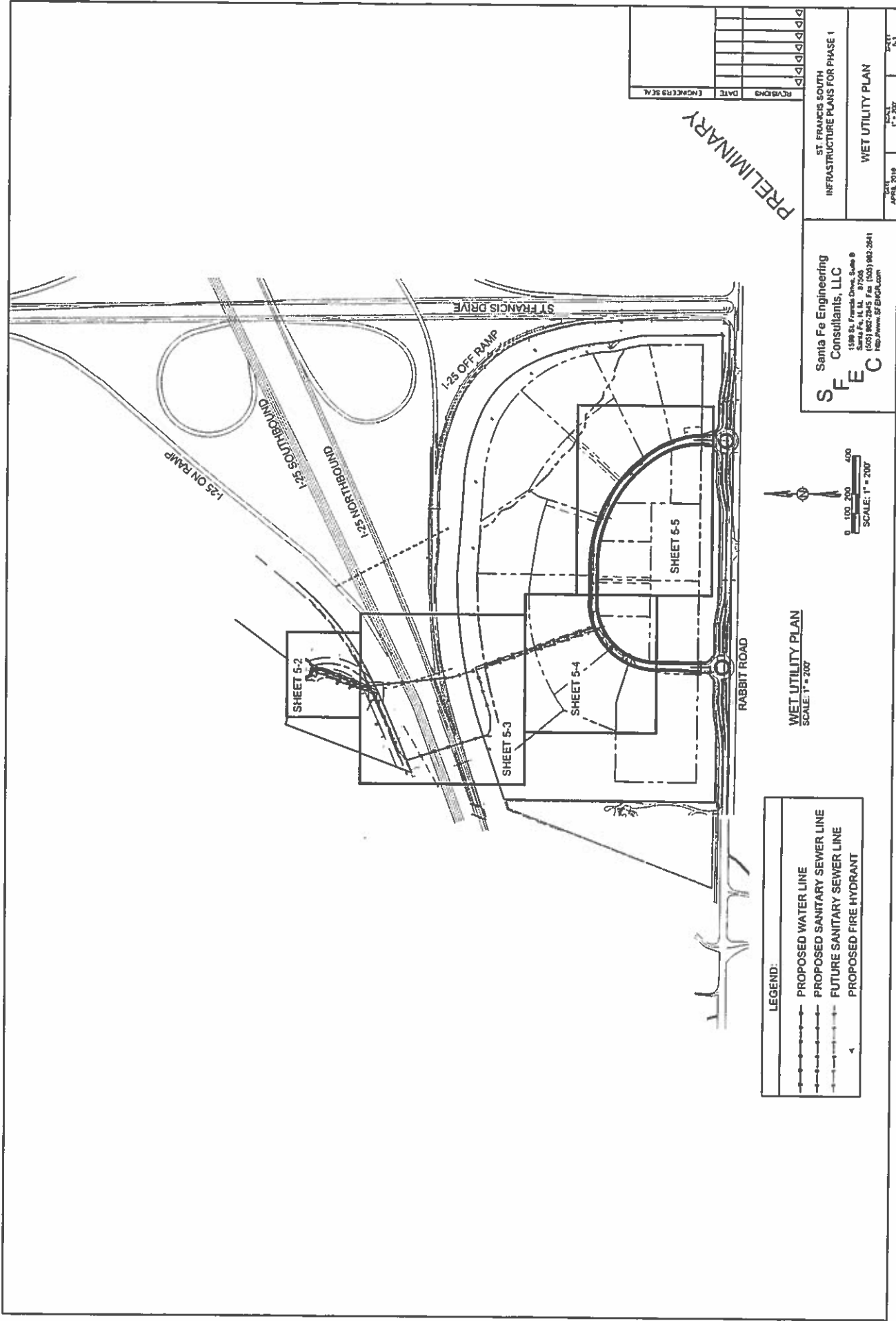
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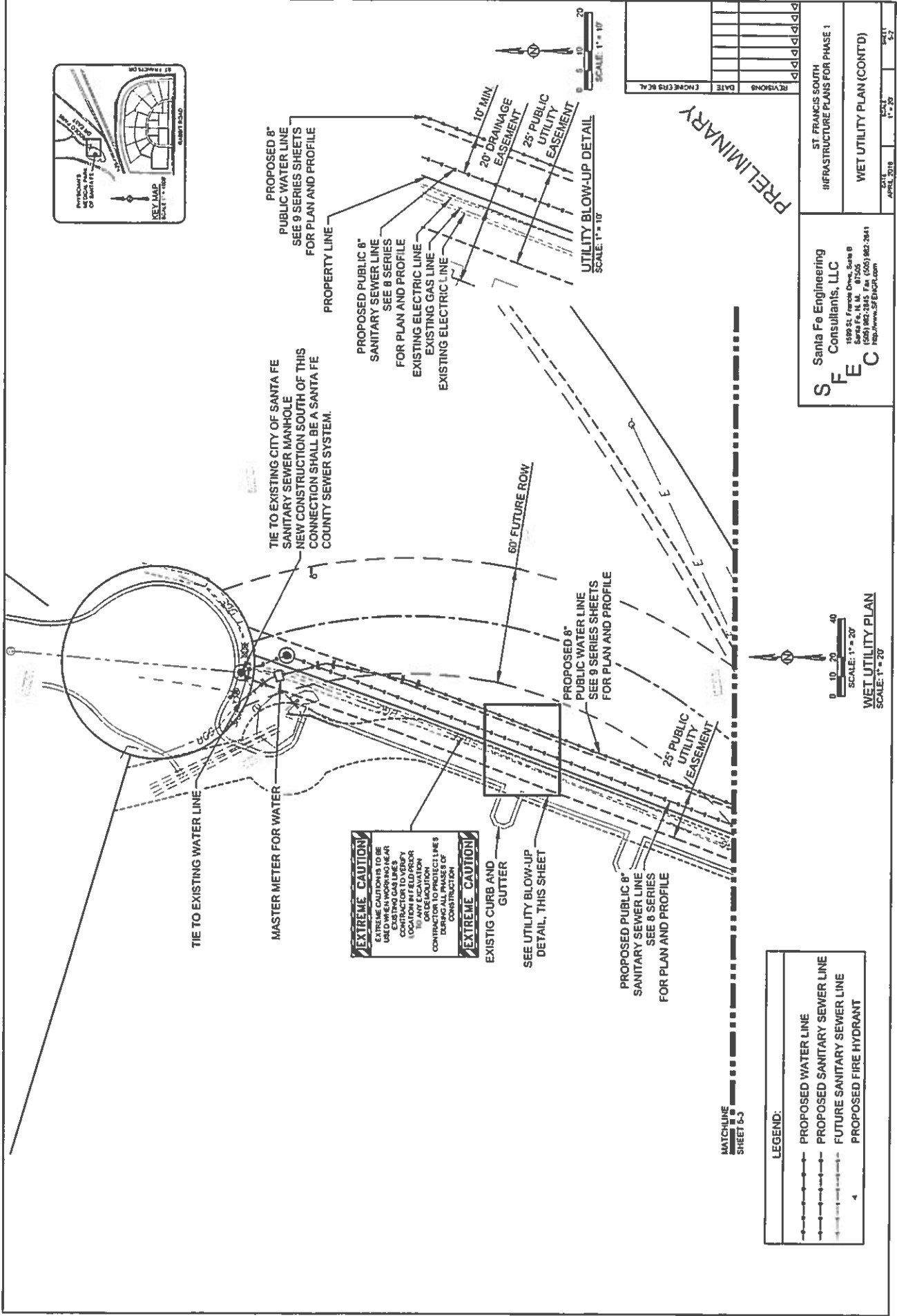
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# EXHIBIT D

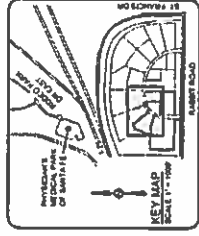


# EXHIBIT D





**SHEET 53**  
**MATCHLINE**



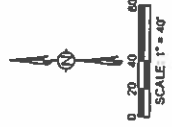
**LEGEND:**

	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER LINE
	FUTURE SANITARY SEWER LINE
	PROPOSED FIRE HYDRANT

PRELIMINARY

ENGINEERS SEAL		DATE	REVISIONS

**WET UTILITY PLAN**  
**SCALE: 1" = 40'**

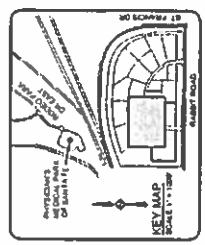
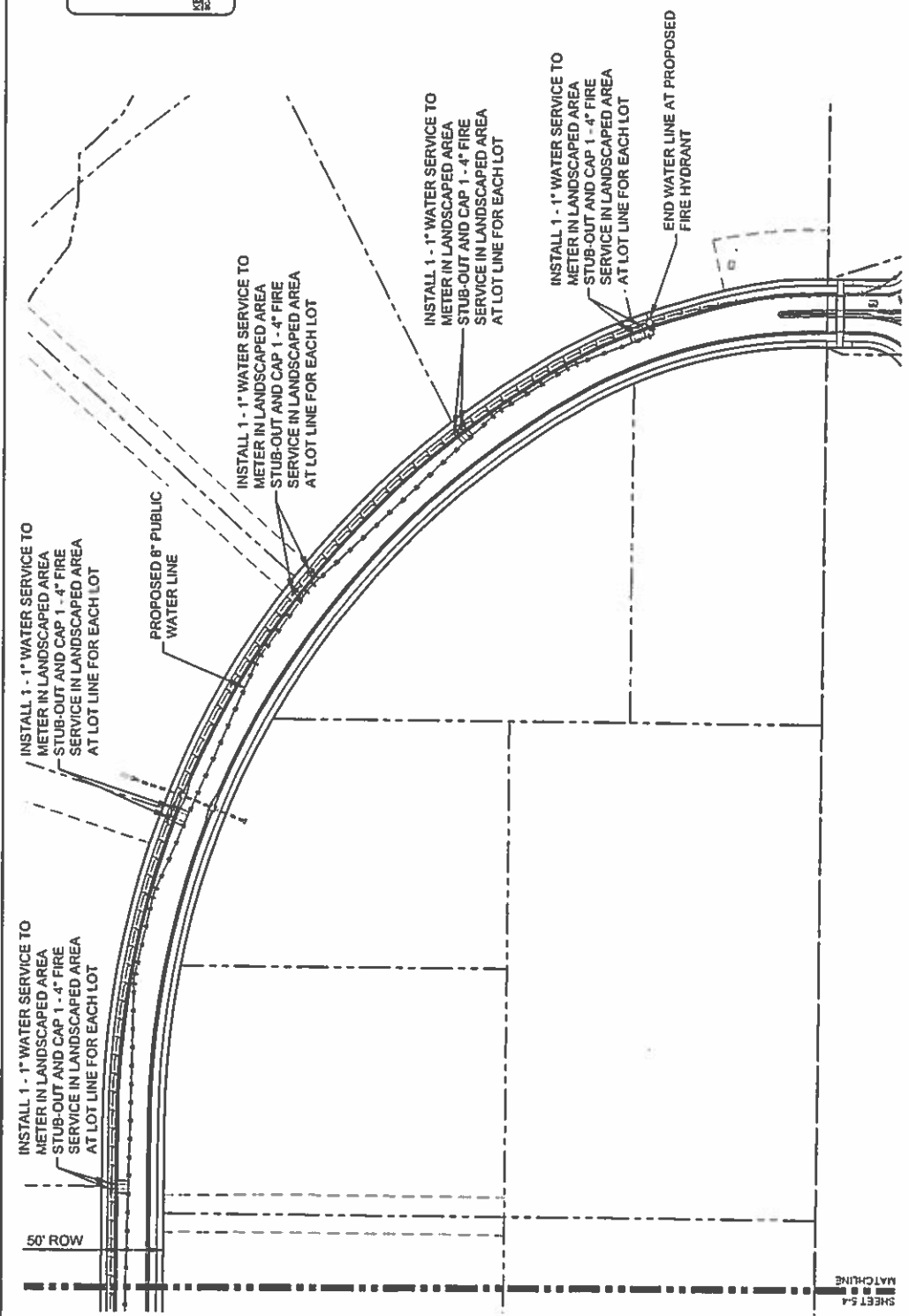


## ST. FRANCIS SOUTH INFRASTRUCTURE PLANS FOR PHASE 1

WET UTILITY PLAN (CONTD)

**SFE C**  
Santa Fe Engineering  
Consultants, LLC  
1590 St. Francis Drive, Suite  
Santa Fe, N.M. 87505  
(505) 942-2945 Fax (505) 942-  
<http://www.SFENGR.com>

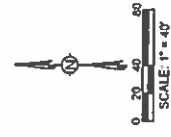
# EXHIBIT D



**LEGEND:**

	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER LINE
	FUTURE SANITARY SEWER LINE
	PROPOSED FIRE HYDRANT

WET UTILITY PLAN  
SCALE: 1" = 40'



**SFE C**  
 Santa Fe Engineering  
 Consultants, LLC  
 1500 St. Francis Drive, Suite 8  
 Santa Fe, N.M. 87505  
 (505) 862-2845 Fax (505) 862-2841  
<http://www.sfeinc.com>

ST. FRANCIS SOUTH  
 INFRASTRUCTURE PLANS FOR PHASE 1

WET UTILITY PLAN (CONTD)

DATE	REVISIONS
APRIL 2019	1" = 40'
	8.43

PRELIMINARY

REVISIONS	DATE	BY	CHKD	DATE
1				
2				
3				
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5				
6				
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8				
9				
10				

SHEET 54  
 MATCHLINE