

**NO PACKET MATERIAL FOR THIS
ITEM**

EXECUTIVE SESSION

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: June 26, 2012

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

FROM: Julia Valdez, Constituent Services Liaison, Manager's Office

RE: RESOLUTION 2012-___ A resolution to accept for road maintenance on Rabbit Road and Willow Back Road within the Oshara subdivision as specified on the final plat (Commissioner Stefanics)

BACKGROUND AND SUMMARY:

The County entered into an MOU with the NMDOT for the Northeast Connector from St. Francis Drive to Richards Avenue on June 6, 2006. The MOU granted the County an easement on NMDOT right-of-way for the purpose of constructing the NE connector to the Santa Fe Community College District. The Northeast Connector, which is a road that is on the Santa Fe Metropolitan Transportation Improvement Plan, was to be constructed by June 6, 2012. The MOU has been amended extending the construction date for an additional 6 years.

On May 30, 2006, the County entered into an MOU with Oshara Village, LLC, delegating the construction responsibilities of the NE Connector to the Oshara Village. As per the Oshara Village development plan, they were allowed to construct a temporary alignment of the NE Connector until future phases of the development occurred. The temporary alignment, which was not built to County standards, conveys traffic through the Oshara Village Subdivision, which is maintained by the Oshara Village Home Owners Association. As the result of a foreclosure, Oshara Village, LLC, lost its ownership interest in the subdivision. It is essentially defunct. The Oshara Village HOA is unable to carry the obligation to build the permanent alignment. It is providing the maintenance on the subdivision roads being used as a thoroughfare to Richards Avenue. The Oshara Village HOA is unable to keep up with the maintenance required as a result of the large volume of traffic and is requesting the County to accept Rabbit Road and Willow Back Road for maintenance. These roads have been conditionally dedicated to the County.

The County has received a \$500,000.00 grant from the NMDOT through the State Transportation Improvement Program (STIP) for a location study for the Northeast and Southeast Connectors. The location study should commence in a couple of months and will recommend possible alignments for these roads, which are part of the Santa Fe Metropolitan Transportation Plan. Construction of the NE or SE Connector will provide alternate access to the Community College District, thus fulfilling the County's obligation of the MOU. The County would still need to provide the funds to acquire the right-of-way, design and construct the road.

(Continued)

REQUESTED ACTION:

Commissioner Stefanics respectfully requests that the Board of Santa Fe County Commissioners support and adopt this resolution to provide maintenance on Rabbit Road and Willow Back Road, within the Oshara Village Subdivision, until the Northeast or Southeast Connector is constructed and open to traffic.

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

RESOLUTION NO. 2012-___

**A RESOLUTION TO ACCEPT FOR ROAD MAINTENANCE RABBIT ROAD
AND WILLOW BACK ROAD WITHIN THE OSHARA SUBDIVISION AS
SPECIFIED ON THE FINAL PLAT**

WHEREAS, on July 27, 2007, the Board of County Commissioners entered into an Airspace Agreement with the New Mexico Department of Transportation and agreed to construct the Northeast Connector between St. Francis Drive and Richards Avenue;

WHEREAS, the Airspace Agreement granted the County permission to use for at least fifteen years the space located above, at or below the highway's established grade line within the Department of Transportation's right-of-way for Interstate 25 to be used as a Northeast Connector of the I-25 frontage road;

WHEREAS, the Northeast Connector is on the Santa Fe Metropolitan Transportation Improvement Plan;

WHEREAS, the County received a \$500,000 grant from the Department of Transportation through the State Transportation Improvement Program (STIP) to conduct a location study for the Northeast and Southeast Connectors;

WHEREAS, the Northeast and Southeast Connectors are needed to provide a frontage road between St. Francis Drive and Richards Avenue and to provide alternate access to the Community College District;

WHEREAS, the Board of County Commissioners entered into a Memorandum of Understanding with Oshara Village, LLC, in which Oshara Village LLC assumed the all obligations to design, construct and pay for the Northeast Connector;

WHEREAS, the Oshara Village development plan permitted a temporary alignment of the NE Connector to be constructed through Oshara Village until future phases of the development occurred, and that temporary alignment was subsequently constructed and developed, but the remainder of the Northeast Connector was not constructed;

WHEREAS, as the result of a foreclosure, Oshara Village, LLC, lost its ownership interest in the subdivision and is essentially defunct;

WHEREAS, the Oshara Village Home Owners' Association is unable to assume the obligation to complete the Northeast Connector;

WHEREAS, the Oshara Village Home Owners' Association is unable to adequately maintain Rabbit Road and Willow Back Road as a result of the large volume of traffic using the temporary alignment of the Northeast Connector;

WHEREAS, Rabbit Road and Willow Back Road were conditionally dedicated to the County in the approved and recorded Final Plat of the subdivision; and

WHEREAS, Rabbit Road and Willow Back Road are not built to County road specifications and normally would not have been accepted for County maintenance until being improved, but the foreclosure and insolvency of the developer and the inability of the residents to address these issues individually through the homeowners' association should be grounds for making an exception in this instance.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The Board of County Commissioners accepts the conditional dedications of "Rabbit Road," beginning at its intersection with Entrada de Santiago and extending southwest to the intersection with Willow Back Road, a distance of approximately 1.35 miles, and "Willow Back Road," beginning at the intersection with Rabbit Road and extending southwest to the intersection with Richards Avenue, a distance of 0.53 miles, all as described on the Final Plat recorded on June 12, 2006 in Book 626, Pages 1, 2 and 3 of the record of the Santa Fe County Clerk.

2. Rabbit Road and Willow Back Road will be County maintained roads until vacated pursuant to Ch. 67, Art. 5 NMSA 1978.

PASSED, APPROVED, and ADOPTED this 26th day of June 2012 by the Board of County Commissioners of Santa Fe County.


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

By: _____
Liz Stefanics, Chair

ATTEST:

Valerie Espinoza, Santa Fe County Clerk

APPROVED AS TO FORM:



Stephen C. Ross, Santa Fe County
Attorney

SANTA FE COUNTY

RESOLUTION No. 2012-_____

A RESOLUTION REQUESTING THAT COUNTY OPEN LANDS, TRAILS AND PARKS ADVISORY COMMITTEE (COLTPAC) DEVELOP AND BRING FORWARD A VOLUNTEER PLAN FOR COUNTY-OWNED OPEN SPACE AND TRAILS

WHEREAS, taxpayers have contributed to the purchase of open space and trails in Santa Fe County since 1999;

WHEREAS, taxpayers wish to have access to the properties owned by the County for their use;

WHEREAS, properties acquired by Santa Fe County through its open space and trails program need adequate protection and oversight;

WHEREAS, the need for volunteers is clear and there are abundant opportunities for groups or individuals to become involved in maintaining Santa Fe County open space and trails;

WHEREAS, in addition to helping Santa Fe County with maintenance of its open spaces and trails, coordination of volunteer opportunities will encourage public buy-in and support for the expansion of the program from all parts of the county; and

WHEREAS, COLTPAC members have been outspoken supporters of volunteerism for the COLTPAC program.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe, as follows:

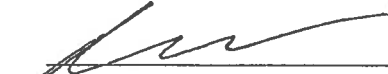
1. That COLTPAC review local, state, and regional programs that utilize volunteers in government programs or services;
2. That COLTPAC develop and present to the Board of County Commissioners a volunteer plan for the Santa Fe County Open Space and Trails Program within five months; and
3. That the Board of County Commissioners consider the recommendations and determine possible action at the midyear of FY13 budget to implement an open space volunteer program.

PASSED, APPROVED, AND ADOPTED this 26th day of June 2012 by the Board of County Commissioners of the County of Santa Fe.

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

Liz Stefanics, Chair

Approved as to form:



Stephen C. Ross,
Santa Fe County Attorney

Attest:

Valerie Espinoza,
Santa Fe County Clerk

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4


Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: June 14, 2012

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

FROM:  Chris M. Barela, Constituent Service Liaison District 3

RE: Resolution supporting inclusion of the Town of Edgewood as a member of the North Central Regional Transit District. (NCRTD) BCC of June 26, 2012

BACKGROUND AND SUMMARY:

Santa Fe County and the NCRTD have an intergovernmental agreement to provide transit services from Edgewood to Santa Fe. The ridership of this route has steadily increased and the 28 passenger bus is nearly at full capacity. It is estimated that the Town of Edgewood collects approximately \$100,000 in regional transit GRT each year. Therefore, this resolution is in support of inclusion of the Town of Edgewood as a member of the NCRTD.

REQUEST ACTION:

Commissioner Robert A. Anaya respectfully requests that the Board of Santa Fe County Commissioners support and approve this resolution.

SANTA FE COUNTY

RESOLUTION NO. 2012-____

**A RESOLUTION SUPPORTING INCLUSION OF
THE TOWN OF EDGEWOOD
AS A MEMBER OF THE
NORTH CENTRAL REGIONAL TRANSIT DISTRICT**

WHEREAS, Santa Fe County and the NCRTD have entered into an intergovernmental agreement to provide transit services from Edgewood into Santa Fe;

WHEREAS, NCRTD currently operates a regional public transportation system that includes a bus route between the Town of Edgewood and the City of Santa Fe, providing public transportation for communities in southern Santa Fe County, including the Town of Edgewood;

WHEREAS, the NCRTD Edgewood to Santa Fe route has experienced a steady increase in ridership, prompting replacement of the original fourteen passenger bus with a twenty eight passenger bus in April of 2012;

WHEREAS, a Regional Transit Gross Receipts Tax levied in Santa Fe County provides funding for the NCRTD transit services within Santa Fe County;

WHEREAS, it is estimated that the Town of Edgewood collects approximately \$100,000.00 in Regional Transit Gross Receipts Tax dollars each year; and

WHEREAS, Santa Fe County has determined that inclusion of the Town of Edgewood as a member of the NCRTD will assist in ensuring that the public transportation needs of residents of southern Santa Fe County are considered and addressed by the NCRTD.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners for Santa Fe County supports the addition of the Town of Edgewood as a member of the NCRTD.

PASSED, APPROVED, and ADOPTED this 26th day of June, 2012.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

Liz Stefanics, Chair

Valerie Espinoza, County Clerk

APPROVED AS TO FORM:

 6.15.12

Stephen C. Ross, County Attorney

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

DATE: June 14, 2012

TO: Board of County Commissioners

VIA: Katherine Miller, County Manager

FROM: Chris M. Barela, Constituent Service Liaison District 3

RE: Memorandum of Agreement between the County of Santa Fe and the Town of Edgewood for a Chip Seal Project. (BCC Meeting June 26, 2012)

BACKGROUND AND SUMMARY:

The Town of Edgewood has requested assistance from Santa Fe County to provide chip seal improvements on roads within southern Santa Fe County. The roads to be chip sealed are Williams Ranch Road, West Hill Ranch Road, Moriarty Road, Duke Road and West Willard Road for a total of 3.63 miles. The Town will prepare all the roads for the chip seal at their expense. The Town of Edgewood will also be providing all the materials that will be needed for the chip seal application.

REQUEST ACTION:

Commissioner Robert A. Anaya respectfully requests that the Board of Santa Fe County Commissioners support and approve the MOA to assist the Town of Edgewood to chip seal roads within Southern Santa Fe County.

**MEMORANDUM OF AGREEMENT
BETWEEN THE
COUNTY OF SANTA FE AND THE
TOWN OF EDGEWOOD FOR A
ROAD CHIP SEAL PROJECT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2012 by and between **Santa Fe County, New Mexico**, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the **Town of Edgewood**, a municipal corporation, hereinafter referred to as the "Town."

WHEREAS, the Town has requested assistance from the County to provide equipment and labor to chip seal five public roads within the Town, *to wit*: Williams Ranch Road, West Hill Ranch Road, Moriarty Road, Duke Road and West Willard Road;

WHEREAS, the County has the labor and equipment necessary to chip seal the roads;

WHEREAS, the County has several County projects scheduled for construction and maintenance this year which must have priority over the Town roads, but is willing to make efforts to chip seal the roads identified herein after completion of the County projects;

WHEREAS, the County agrees to donate labor and equipment costs valued at approximately fifty thousand dollars (\$50,000.00) to chip seal the requested Town roads.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. PROJECT SCOPE:

The project scope includes the installation and application of a double penetration chip seal surface on Williams Ranch Road, West Hill Ranch Road, Moriarty Road, Duke Road and West Willard Road, totaling 3.63 miles in length.

2. THE COUNTY AGREES:

- A. To provide labor and equipment to apply a double penetration chip seal surface on Williams Ranch Road, West Hill Ranch Road, Moriarty Road, Duke Road and West Willard Road over a period of time not to exceed ten (10) working days;
- B. To provide the Town with an estimated schedule of availability of County labor and equipment; and
- C. To provide the Town with as much notice as possible if the schedule changes.

3. THE TOWN AGREES:

- A. To prepare the roads for chip seal application;

- B. To purchase all materials needed for the chip seal installation and application;
- C. To have all materials and supplies timely delivered to the site and ready for use;
- D. To coordinate and schedule all contractors providing materials or supplies for the chip seal application;
- E. To provide fuel for all the County equipment on site and used for the chip seal application;
- F. To provide center line staking on all roads to be chip sealed;
- G. To provide certified traffic control to ensure the safety of the County equipment operators and laborers;
- H. To provide portable toilets at each site; and
- I. To be fully responsible for the acts and omissions of any of its employees, subcontractors and of persons either directly or indirectly employed by them, which the Town may procure under this Agreement to provide services, materials and supplies including the traffic control services required herein.

4. EFFECTIVE DATE AND TERM:

This Agreement shall become effective on the date of execution and shall remain in effect until October 1, 2012, unless terminated by either party, pursuant to Article 5 below.

5. TERMINATION:

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

6. LIABILITY:

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement. Any liability incurred by the County or Town in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act NMSA 1978, Section 41-4-1, et. seq. as amended. The County, Town and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity; do not waive any defense; and 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.

7. AMENDMENT:

This Agreement shall not be altered, changed, or amended except by an instrument executed in writing signed by all parties.

8. APPLICABLE LAW:

This Agreement shall be governed by the ordinances of the County and Town of Edgewood, federal law, and the laws of the State of New Mexico.

9. INTEGRATION:

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

10. INDEMNITY:

The Town of Edgewood shall indemnify and hold the County harmless from and against any and all claims by or on behalf of any party arising from the chip seal services provided pursuant to this MOU.

IN WITNESS WHEREOF, the parties set their hands:

SANTA FE COUNTY

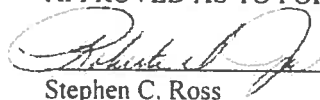
Liz Stefanics, Chair
Santa Fe Board of County Commissioners

Date

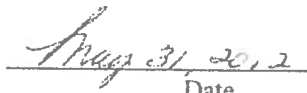
ATTEST:

Valerie Espinoza, Santa Fe County Clerk

APPROVED AS TO FORM:



Stephen C. Ross
Santa Fe County Attorney



Date

FINANCE DEPARTMENT APPROVAL:

Teresa Martinez
Finance Director

Date

TOWN OF EDGEWOOD:

Brad Hill, Mayor

Date

Estefanie Muller
Town of Edgewood Clerk/Treasurer

Date

APPROVED AS TO FORM:

Town of Edgewood Attorney

Date

NO PACKET MATERIAL FOR THIS ITEM

XV. C.

**Commissioner Issues and Comments (Non-
Action Items)**