



April 11, 2012

Agenda

5:00 p.m. Public Hearing Meeting
Valencia County Commission Chambers
444 Luna Avenue
Los Lunas, NM 87031

Board of County Commissioners

Donald E Holliday, Chair District V
Georgia Otero-Kirkham, Vice-Chair District II
Mary Andersen District I
Lawrence R. Romero District III
Ron Gentry District IV

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda

Amended April 5, 2012, 2: 51 pm

SWEARING IN OF PARTICIPANTS

PUBLIC HEARING ITEM(S):

- 4) Discussion of Joint Power Agreement of Hospital with City of Belen: **County Commission**
- 5) Consideration of Application 545/484043(B) to Valencia County License Venture, LLC dba Valencia County Liquors, 2765 State Hwy 47, Los Lunas, New Mexico for a transfer of ownership of a liquor license from Carol Trujillo and the Estate of Daniel Trujillo dba El Rio Cantana – **County Clerk**
- 6) Appeal Request - Consideration to hear an appeal of a decision made by the Planning and Zoning Administrator to deny a Non-Conforming Use for the storage and sale of fill dirt and gravel products: T5N, R1E, Section 1; NMPM, Map: 96; a portion of Tracts 67, 68 and Tract 46-C-2; Zoned RR-2; Filed in Book 300, Page 1093, of the office of the Valencia County Clerk, Also knows as 1 Eddie Lane, Belen, NM 87002: **Jacobo Martinez**

PUBLIC COMMENT:

Please sign up on the sheet located just outside the Commission Chambers. The Board will allow each member of the public wishing to address the Board a full and complete opportunity to address the Commission.

NEXT COMMISSION MEETING:

- ♦ **April 18, 2012-** Business Meeting @ **9:30A.M.**
Valencia County Commission Board Room 444 Luna Ave. LL, NM

ADJOURN:

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Valencia County Manager's Office at the Valencia County Courthouse, Los Lunas, New Mexico, (505) 866-2014 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Valencia County Manager's Office at the old Valencia County Courthouse if a summary or other type of accessible format is needed.

Please Silence All Electronic Devices – Thank You!



Rudy Jaramillo
Mayor
Lucy Baca
City Manager

CITY OF BELEN
100 South Main Street
Belen, NM 87002
(505) 966-2732

Mary T. Aragon
Mayor ProTem
David Carter
City Councilor
Jerah R. Cordova
City Councilor
Wayne Gallegos
City Councilor

Memorandum

Date: April 9, 2012

To: Valencia County Commission
Donald J. Holiday, Chair

From: Lucy Baca, City Manager

RE: Valencia Community Hospital
Valencia County/City of Belen-Joint Powers Agreement

Per the request of Rudy Jaramillo, please find attached, for your public hearing to be held on April 11, 2012 at 5:00 PM, five copies of the above referenced Agreement signed by the City of Belen.

VALENCIA COMMUNITY HOSPITAL

VALENCIA COUNTY / CITY OF BELEN
JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of ____, 2012, which shall be the date of execution by the Secretary of the New Mexico Department of Finance and Administration (the “**Secretary**”), or his designee, (the “**Effective Date**”) by and between Valencia County, a political subdivision of the State of New Mexico (“**Valencia County**”) and the City of Belen, a New Mexico municipality (“**Belen**”), each a **Party**, and collectively the **Parties**, pursuant to the Joint Powers Agreements Act, § 11-1-1 through § 11-1-7, NMSA 1978 and subject to the approval of the Secretary.

RECITALS

WHEREAS, it has been determined that there is a need to provide appropriate and adequate hospital facilities for the sick of Valencia County, New Mexico, and

WHEREAS, the Board of County Commissioners of Valencia County (the “**County Commission**”) has been working to accomplish the establishment of a hospital in Valencia County, and

WHEREAS, the citizens of Valencia County have demonstrated their support for a hospital in Valencia County, including at the November 7, 2006 General Election by the approval of the overwhelming majority of the voting qualified electors of Valencia County of a 2.75 mill levy on the net taxable value of property subject to taxation within the county (the “**Mill Levy**”) to support the operation and maintenance of a hospital in Valencia County, and

WHEREAS, Valencia County has previously authorized the formation of a New Mexico non-profit corporation, Valencia Health Commons, and contracted with Valencia Health Commons to achieve the establishment of a hospital in Valencia County, and

WHEREAS, Valencia County has terminated its agreement with Valencia Health Commons, and

WHEREAS, following termination of its agreement with Valencia Health Commons, Valencia County has no present contractual obligations or other binding commitments for the establishment of a hospital in Valencia County, and

WHEREAS, Valencia County remains committed to the establishment of a hospital in Valencia County, and

WHEREAS, Belen is also interested in and committed to the establishment of a hospital in Valencia County, and

WHEREAS, Belen is willing to participate in and contribute to the effort to establish a hospital in Valencia County, and has, in fact, authorized and had prepared, at its expense, a feasibility study (the “**Belen Feasibility Study**”) indicating that a hospital is viable if located on a specific parcel of land made available by Belen (the “**Belen Site**”) and Belen is willing to provide the Belen Feasibility Study to the non-profit entity to be formed pursuant to this Agreement for its review and independent verification and to thereafter make the Belen Site available for the construction of a hospital, and

WHEREAS, Valencia County and Belen wish to work cooperatively to achieve the establishment of a hospital in Valencia County, and

WHEREAS, Valencia County and Belen now wish to enter into a joint powers agreement in order to accomplish the establishment of a hospital in Valencia County on the Belen Site through the formation of a non-profit entity (the “**Valencia Community Hospital Non-Profit Organization**” or “**VCHNP**”, as more specifically set forth herein) that will, through an independent consultant, provide validation of the Belen Feasibility Study and thereafter, following acceptance of the validation of the Belen Feasibility Study by Belen and Valencia County enter into a health care facilities contract with Valencia County for the transfer and distribution of mill levy proceeds for the hospital’s operation and maintenance on the Belen Site, and

WHEREAS, Valencia County shall condition its entry into a health care facilities contract with VCHNP on the following: (1) VCHNP’s engagement of an independent consultant, with the requisite qualifications, to independently analyze and evaluate the Belen Feasibility Study, including the stated facts, assumptions, analysis, projections and conclusions in the Belen Feasibility Study (the “**Independent Feasibility Validation**”); (2) VCHNP’s subsequent provision, on or before July 31, 2012, to Valencia County and Belen of a written analysis and report containing the independent consultant’s conclusion that the Independent Feasibility Validation demonstrates that a hospital at the Belen Site will be successful and sustainable (the “**Independent Feasibility Validation Report**”); (3) VCHNP’s independent recommendation to Valencia County and Belen to proceed to develop a hospital at the Belen Site; and (4) the acceptance and approval of the Independent Feasibility Validation Report and of a positive recommendation from VCHNP to both Belen and Valencia County, and

WHEREAS, if VCHNP does not provide Belen and Valencia County with the Independent Feasibility Validation Report and its own favorable recommendation by July 31, 2012 and/or if the Independent Feasibility Validation Report does not validate that a hospital at the Belen Site will be feasible and/or VCHNP recommends that Valencia County and Belen not proceed to develop a hospital at the Belen Site and/or if Valencia County or Belen reasonably determine not to accept the Independent Feasibility Validation Report and/or a favorable VCHNP recommendation, neither Valencia County nor Belen

shall have any further obligations pursuant to this Agreement and either may withdraw from any further participation in this Agreement without further obligation.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals.** The Recitals set forth hereinabove are incorporated herein by reference and shall be considered part of this Agreement as if fully restated herein.

2. **Purpose.** The purpose of this Agreement is to set forth the understanding pursuant to which Valencia County and Belen, working cooperatively, will establish an acute care, sole provider hospital facility in Valencia County (the “**Valencia Community Hospital**”), which will, pursuant to NMSA 1978, § 4-48B-3(G) (2003):

a. Admit and treat patients without regard to race, sex, religion or national origin.

b. Include x-ray, laboratory services, and a pharmacy or drug room.

c. Have available adequate emergency equipment, personnel and procedures, including:

i. A standby emergency power system.

ii. At least one person capable and authorized to initiate immediate lifesaving measures.

iii. Facilities for emergency laboratory work, including, as a minimum, urinalysis, complete blood count, blood type and cross match.

iv. Diagnostic radiographic facilities.

d. Provide facilities, procedures and policies for prevention, control and reporting of communicable diseases, including one or more rooms for isolation of patients having or suspected of having communicable diseases.

e. Maintain adequate records, including, as a minimum, a daily census and a register of all births, deliveries, deaths, admissions, emergency room admissions, discharges, operations, outpatients, inpatients and narcotics.

f. Provide physical facilities, personnel, equipment and procedures that comply with the regulations promulgated by the public health division of the department of health (collectively, the “**Hospital Facility**”).

3. **Formation of Valencia Community Hospital Non-Profit Organization.** Valencia County shall form Valencia Community Hospital Non-Profit Organization or

VCHNP as a non-profit organization pursuant to the provisions set forth below.

a. Membership of the VCHNP Board. Membership on the VCHNP Board shall consist of nine members, each to be initially appointed by majority vote of all of the members of the County Commission from a pool of qualified candidates, as hereinafter defined, with staggered terms of two years or less.

b. Qualifications of VCHNP Board Members. Candidates for service as a VCHNP Board Member must, at a minimum, reside in Valencia County and have obtained a high school diploma or its equivalent, with a college degree preferred. Desired qualifications of candidates for membership on the VCHNP Board include experience and demonstrated success in banking, finance, business, health care, manufacturing, legal, or other similar areas of experience. A person who satisfies the qualification requirements for the VCHNP Board shall be considered a **Qualified Candidate**. Qualified Candidates who currently serve or in the two years previous to an appointment to the VCHNP Board have served in a position to which they were elected for any municipality, county or the State of New Mexico and any persons employed by any service provider to the Valencia Community Hospital shall be disqualified from candidacy for membership on the VCHNP Board.

c. Valencia County Candidates for VCHNP Board Membership. The County Commission, by majority vote of all of the members of the County Commission, shall appoint five of the initial VCHNP Board Members from a list of Qualified Candidates submitted by members of the County Commission.

d. Belen Candidates for VCHNP Board Membership. The County Commission shall appoint four of the initial VCHNP Board Members from a list of Qualified Candidates submitted by Belen, with a minimum of eight names submitted.

e. Formation of Valencia Community Hospital Non-Profit Organization. Valencia County shall authorize and direct the nine initial VCHNP Board Members appointed by Valencia County as set forth above to form a New Mexico non-profit organization, and shall authorize the expenditure of County funds necessary for such formation and for the performance of the duties assigned to VCHNP in this Agreement. The articles of incorporation or other articles of organization or formation for VCHNP shall contain the following minimum requirements:

- i. The purpose of VCHNP is to own, maintain and operate the Valencia Community Hospital and consistent with that purpose, shall have the power to purchase, lease, or otherwise acquire the Belen Site and construct Valencia Community Hospital on the Belen Site, to enter into a health care facilities contract with Valencia County, to receive and disburse Mill Levy funds pursuant to a health care facilities contract, to accept grants, to lease or otherwise contract with any person, firm, organization, corporation, or state education institution named in Article 12, Section 11 of the Constitution of New Mexico upon such terms and conditions as the Board of VCHNP may

reasonably determine for the development, construction, equipping, operation and/or maintenance of Valencia Community Hospital on the Belen Site, and to otherwise take all steps necessary to develop, construct, equip, operate and maintain Valencia Community Hospital on the Belen Site, all consistent with the terms of this Joint Powers Agreement;

- ii. During their respective two-year terms, none of the members of the VCHNP Board shall be removed except for cause.
- iii. Any vacancies or open positions on the VCHNP Board will be filled by the VCHNP Board in a manner consistent with the qualifications and geographical requirements for each VCHNP Board position set forth in this Joint Powers Agreement;
- iv. The VCHNP Board shall report to the Valencia County Commission at least semiannually for the receipt and expenditures of funds received and disbursed for the construction and operation of the Valencia Community Hospital and shall be held to a strict accountability standard.
- v. The VCHNP Board shall prepare an annual accounting and report to the Valencia County Commission accounting for all public funds received or otherwise transferred to the Valencia Community Hospital, including Mill Levy funds, for the prior year and shall submit to the County Commission an annual budget explaining the planned use of all funds anticipated from whatever source for the succeeding year and such other reports as the County Commission shall reasonably request from time to time.

4. Independent Validation of the Belen Feasibility Study. Once formed, Valencia County shall direct VCHNP to have the Independent Feasibility Validation undertaken. Valencia County shall authorize the expenditure of or otherwise provide County funds for the performance and completion of the Independent Feasibility Validation. Valencia County shall further direct VCHNP to provide Valencia County and Belen with the Independent Feasibility Validation Report on or before July 31, 2012. Belen and Valencia County shall each review and accept or reject the Independent Feasibility Validation Report no later than August 30, 2012. A rejection of the Independent Feasibility Validation Report by either Belen or Valencia County must be evidence-based and reasonable.

5. Distribution of Mill Levy Proceeds to Valencia Community Hospital Pursuant to Health Care Facilities Contract. If Belen and Valencia County each accept the Independent Feasibility Validation Report, Valencia County shall promptly thereafter, pursuant to a separate written health care facilities contract between Valencia County and VCHNP d/b/a Valencia Community Hospital, make available the proceeds of the Mill Levy for the operation, equipping, and maintenance of the Valencia Community Hospital

in exchange for the agreement by VCHNP d/b/a Valencia Community Hospital to use the funds only for non-sectarian purposes and to make the Valencia Community Hospital available to provide services to the sick of Valencia County. Any health care facilities contract entered into between Valencia County and VCHNP shall, at a minimum, contain the following provisions:

a. VCHNP shall have exclusive jurisdiction and control of the development, operating, equipping, and maintaining the Hospital Facility;

b. VCHNP shall not discriminate in employment, granting of medical staff privileges, or availability of hospital facilities on account of race, sex, religion, or national origin;

c. VCHNP will make available to the sick of Valencia County the services set forth in Section 2. above;

d. VCHNP will undertake and assume all financial responsibility for the development, operation, equipping, and maintenance of the Hospital Facility, and may utilize Mill Levy Funds for that purpose, as well as any additional public funds available under New Mexico or federal law and any public or private grants that may be available;

e. The Mill Levy Funds shall not be transferred to VCHNP until VCHNP receives a certificate of substantial completion of the Hospital Facility, which must be no later than December 31, 2014, and Valencia County shall hold the Mill Levy Funds in a restricted account until such condition is met;

f. Upon transfer of the Mill Levy Funds to VCHNP, VCHNP shall use the Mill Levy Funds only for the purpose of operating, equipping and maintaining the Hospital Facility;

g. VCHNP's use of Mill Levy Funds for capital expenditures, construction costs or any other expenditure not related to operation, equipping and maintaining the Hospital Facility shall be deemed an impermissible use of Mill Levy Funds and grounds for termination of the health care facilities contract;

h. VCHNP will prepare a semiannual accounting and report to Valencia County, accounting for expenditure of Mill Levy Funds for the previous six months and an annual budget explaining the planned use of Mill Levy Funds for the succeeding year;

i. VCHNP will provide copies of audited financial statements detailing the financial condition of VCHNP on an annual basis, including an annual balance sheet, personal and real property inventories, profit and loss statements, accounts receivable, accounts payable records, and other financial records bearing on the operation of the Hospital Facility;

j. The health care facilities contract may be terminated without cause upon 180 days' notice after the first three years of the contract, but such termination provision shall not apply during any portion of the term in which VCHNP is obligated to make debt

service payments on revenue bonds that finance all or part of the Hospital Facility or equipment for the Hospital Facility.

6. Belen Contribution. Following execution of the health care facilities contract by Valencia County and VCHNP, Belen agrees to make available a building-ready land parcel for the location and construction of the Hospital Facility (the “**Belen Site**”) at essentially no direct cost to Valencia County, either through a conveyance of the Belen Site from Belen to Valencia County or VCHNP subject to certain specified conditions pertaining to the construction and operation of a hospital on the Belen Site or on a long-term lease basis, the specific terms of which will be mutually determined by Valencia County or VCHNP and Belen prior to construction of the Hospital Facility. The Belen Site consists of 13.65 acres located near Interstate 25 (I-25) in the City of Belen Healthcare Hub just north of Camino del Llano and east of Christopher Road and more particularly described as follows:

Four tracts of land situated within Section 13, Township 5 North, 1 East of the New Mexico Principal Meridian in Valencia County, New Mexico, being portion of tracts 262A, 263A, 264A and 265A,

plus an additional 10.35 acres located north of and immediately adjacent thereto, which is under separate private ownership and is presently available for the Hospital Facility. The acquisition cost of the Belen Site was \$619,000.00. It has a substantially higher present value due, in large part, to subsequent on- and off-site infrastructure improvements. See Ex. A, attached hereto.

7. Financing / Bonds. VCHNP shall explore all financing options available to provide funds for the construction and equipping of the Valencia Community Hospital, including the issuance of general obligation and/or revenue bonds and shall select and engage such available funding sources, whether sole source or in combination, as will provide the maximum benefit at the lowest cost. Valencia County may, if necessary and appropriate, issue general obligation and/or revenue bonds for the construction and equipping of the Valencia Community Hospital, but is not obligated to do so under this Agreement. Belen may, if necessary and appropriate, issue general obligation and/or revenue bonds for the construction and equipping of the Valencia Community Hospital, but is not obligated to do so under this Agreement. In either event, the terms and conditions of the bond issue shall be determined before the bonds are issued. Following and based upon its exploration of funding options, VCHNP shall provide to both Valencia County and Belen a financing plan for the construction and equipping of the Valencia Community Hospital no later than December 31, 2012. In the event that VCHNP, Valencia County and Belen conclude that funding for construction and equipping of the Valencia Community Hospital is not available on reasonable terms and conditions, Valencia County and Belen shall terminate this Agreement without further obligation on the part of any Party. In the event that either Valencia County or Belen conclude that financing is not available on reasonable terms and conditions, that Party to the Agreement may terminate its participation in this Agreement and shall have no further obligation therewith.

8. Term. The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2014 (the “**Initial Term**”) and as long thereafter as necessary to effectuate the purpose of this Agreement, except that either Party may, after expiration of the Initial Term, terminate this Agreement, without cause, upon six months written notice to the other Party. In the event that either Party elects to terminate this Agreement in order to withdraw from this Agreement (the “**Withdrawing Party**”), the Withdrawing Party shall take all action reasonably practicable to ensure that the withdrawal does not cause harm to the development and/or operation of the Valencia Community Hospital. In the event that either Party fails to fulfill its obligations, or any of them, (the “**Defaulting Party**”) during the term of this Agreement, the other Party (the “**Non-Defaulting Party**”) may give notice of such failure, and in the event the Defaulting Party fails to reasonably satisfy the Non-Defaulting Party of its intention and ability to cure the default within 30 days of receipt of the notice specifying the failure at issue, or within such additional time as may be reasonably required to cure the default, the Non-Defaulting Party may withdraw from this Agreement without further notice and without any continuing obligation to the Defaulting Party, except that the Non-Defaulting Party shall take all action reasonably practicable to ensure that the withdrawal does not cause harm to the development or operation of the Valencia Community Hospital.

9. Disposition of Property Acquired. Upon termination of this Agreement: (1) any and all equipment, furnishings, and other personal property acquired during the term of this Agreement shall belong to VCHNP and/or Valencia Community Hospital; (2) the building and all improvements located on the surface of the Belen Site shall belong to Valencia County and/or VCHNP d/b/a Valencia Community Hospital and remain on the Belen Site so long as the building and other surface improvements are used for the operation of a hospital; and (3) the Belen Site itself (surface and sub-surface) shall remain in the ownership of Belen, if a lease, or revert to Belen, if the fee title to the Belen Site was conveyed to Valencia County or VCHNP.

10. Miscellaneous.

a. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally or by prepaid overnight courier, with a record of receipt, (ii) the third day after mailing if mailed by certified mail, return receipt requested, (iii) the day of transmission, if sent by facsimile or telecopy during regular business hours or the day after transmission, if sent after regular business hours, provided that, in either event, the completed transmission is electronically verified, or (iv) the day of transmission, if sent electronically, if there is proof of receipt on the day of transmission or the first day thereafter on which receipt can be verified, to the Parties at the following addresses, telecopy numbers, or e-mail addresses (or to such other address, telecopy number, or e-mail address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Valencia County:	Office of the County Manager
	P.O. Box 1119/444 Luna Avenue
	Los Lunas, NM 87031
	Fax: (505) 866-3355

e-mail:

with a copy to the Valencia County Attorney at the address above;

If to Belen: Office of the City Manager
 100 South Main Street
 Belen, NM 87002
 Fax: (505) 864-8408
 e-mail:

with a copy to the City Attorney at the address above.

b. Assurances. Consistent with the terms and conditions hereof, each Party will execute and deliver such certificates and other documents and take such other action as any other Party may reasonably require in order to carry out the Agreement and the transactions contemplated hereby.

c. Severability. If any provision of the Agreement becomes or is found to be illegal or unenforceable for any reason, such provision may be modified to the extent necessary to make this Agreement legal and enforceable. If such provision cannot be so modified, it shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

d. Amendment. The Agreement may be amended if, in the opinion of the Parties, an amendment would be desirable to advance the purpose of the Agreement. However, the Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties.

e. Assignment. The Agreement or any of the rights, duties, or obligations of the Parties hereunder, shall not be assigned by either Party without the express written consent and approval of the other Party.

f. Successors and Assigns. This Agreement binds and inures to the benefit of the parties and, subject to the restrictions on transfer herein set forth, their respective successors, assigns and personal representatives.

g. Complete Agreement. The Agreement and the exhibits attached hereto contain the entire understanding of the Parties with respect to the transactions contemplated hereby and supersede all prior arrangements or understandings with respect thereto. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein.

h. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default

thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

i. Headings. Section or other headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

j. Governing Law. This Agreement is governed by and is to be construed in accordance with the law of the State of New Mexico.

k. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile and/or electronic counterparts, each of which shall be a fully binding and enforceable contract and agreement against the party signing such counterpart, but all such counterparts shall together constitute but one agreement.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the Secretary of the Department of Finance and Administration, or his designee, as set forth below.

**VALENCIA COUNTY, a political
subdivision of the State of New Mexico**

By: _____ Date: _____
Donald J. Holliday, Chair
Board of County Commissioners, District 5

By: _____ Date: _____
Georgia Otero-Kirkham, Vice Chair
Board of County Commissioners, District 2

By: _____ Date: _____
Mary J. Andersen
Board of County Commissioners, District 1

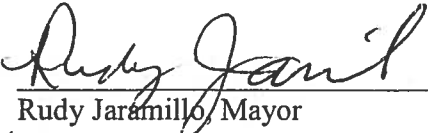
By: _____ Date: _____
Lawrence R. Romero
Board of County Commissioners, District 3

By: _____ Date: _____
Ron Gentry
Board of County Commissioners, District 4

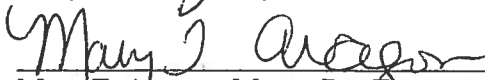
APPROVED AS TO LEGAL SUFFICIENCY:

By: _____ Date: _____
Valencia County Attorney


**CITY OF BELEN, a New Mexico
municipality**

By: 
Rudy Jaramillo, Mayor

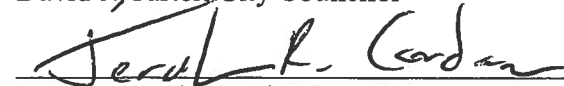
Date: 4-2-12

By: 
Mary T. Aragon, Mayor Pro Tem

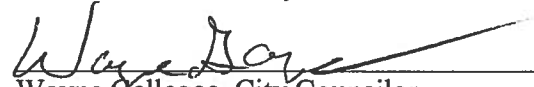
Date: 4-2-12

By: 
David J. Carter, City Councilor

Date: 4-2-12

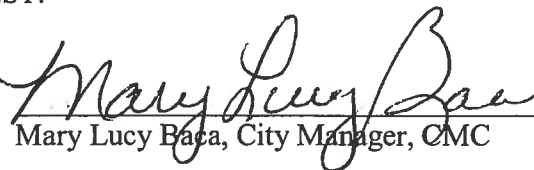
By: 
Jerah R. Cordova, City Councilor

Date: 4/2/12^{LB}

By: 
Wayne Gallegos, City Councilor

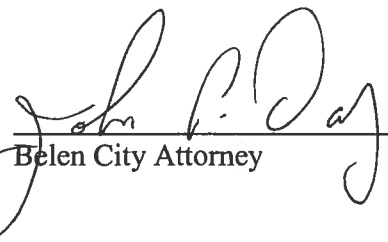
Date: 4/2/12^{LB}

ATTEST:

By: 
Mary Lucy Baca, City Manager, CMC

Date: 4/2/12

APPROVED AS TO LEGAL SUFFICIENCY:

By: 
Belen City Attorney

Date: 4/9/12

APPROVED:

**NEW MEXICO DEPARTMENT OF FINANCE
AND ADMINISTRATION**

By: _____
Thomas Clifford, Secretary

Date: _____

The City of Belen's

Healthcare Hub VALENCIA COMMUNITY HOSPITAL

LEGAL DESCRIPTION

The 13.65-acre hospital site is located near Interstate 25 (I-25) in the City of Belen's Healthcare Hub on the northeast side of the Camino Del Llano interchange along Christopher Road.

It has the following legal description:

Four tracts of land situated within Section 13, Township 5 North, 1 East of the New Mexico Principal Meridian in Valencia County, New Mexico, being portion of tracts 262A, 263A, 264A and 265A.

QUALITY COMMITMENT

Stretching 13.65 acres near an accessible interchange and airport, the City of Belen's proposed site is well-suited for a hospital, having a number of attributes that bolsters its ability to be developed quickly and cost effectively. The city has secured local support and commitments that allow for site expansion should expansion be needed.

The Healthcare Hub is an established and proven health commons (Addendum A). The hospital will be an added value benefit to the medical professionals currently working in the Healthcare Hub, where even today, there are plans underway for new medical-related facilities. The site readily incorporates clustered services, a vital component to the success of any medical facility. Industry clustering provides essential established resources, proven by the medical industry, as well as others, to be the key ingredient in sustainability.

The Healthcare Hub offers immediate access to all of the medical-related services available in Belen, including things like pharmacies, medical supplies and hospice, also while providing nearly \$23 million of direct infrastructure investment in recent years, available to support a hospital (Addendum B).

STRATEGIC PLANNING

- *The Healthcare Hub is a health commons.* It provides a diversity of medical and medical-related facilities, including the Belen Meadow Healthcare and Rehabilitation Center, the Presbyterian Urgent Care, as well as residential and educational facilities.
- *Camino del Llano is Belen's most active area of development.* Belen is developing most quickly on its west side, particularly near the Camino del Llano interchange and onto the west mesa. Not only has the city continued to see housing development in neighborhoods like Sunrise Bluffs and Jardin de Belen, the city, along with the New Mexico State Aviation Department and Federal Aviation Administration has invested approximately \$2.3 million in Belen Alexander Municipal Airport, annexing 1,400 acres into city limits, constructing a new pilot's lounge, establishing a fire department substation and completing two phases of a three-phase crosswind runway project with the United States Air Force.

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- *The Camino del Llano area is designated one of Belen's busiest activity centers.* In the City of Belen's Strategic Growth Plan adopted on February 8, 2010, the Mid-Region Council of Governments describes the Camino del Llano corridor as "the primary access from the interstate freeway to the airport and west mesa development, and the most direct entrance into the downtown area."
- *The city has invested more than \$11.1 million in infrastructure in the Healthcare Hub.* In the past four years, the city has spent millions of dollars in the immediate area, including water, sewer, drainage, lighting, pedestrian walkways, newly paved roadways and other accessibility improvements. Projects have included reconstruction and improvements to Christopher Road, which provides front-door access to the hospital from Camino del Llano.
- *Belen Consolidated Schools has medical curriculum and a career academy.* The district has invested \$8.3 million in higher education curriculum and a state-of-the-art facility, known as the Belen High School Career Academy, offering a nursing program that puts Belen's youth on track to graduate college and staff the hospital. Belen's nursing program involves a dual-credit collaboration with the University of New Mexico Valencia Campus. In May 2012, the Valencia Campus will graduate its first class of certified nurses.
- *Belen is a bedroom and retirement community suitable for medical facilities.* The Valencia County Comprehensive Plan (2005), the City of Belen Comprehensive Plan (2003), and the City of Belen Strategic Growth Plan (2010) designates the City of Belen as a bedroom and retirement community, evidenced by housing developments like Sunrise Bluffs, an 80-unit, seven-phase development, and the proposed 48-unit assisted living facility.
- *Belen is Valencia County's most centralized, accessible transportation hub.* The Healthcare Hub offers quick access to the interstate, railway and sky. According to the New Mexico Airport System Update (2009), Belen Alexander Municipal Airport is a gateway airport due to its proximate location to interstate travel, refueling and connecting travel. It also receives overflow from the Albuquerque International Sunport.

SITE READINESS

The hospital site has adequate infrastructure to serve the demands of a hospital.

Wet Utility Infrastructure: The property is serviced by redundant water infrastructure, such as two eight-inch water lines stubbed to the property and fed from the west end of the property along Christopher Road. Christopher Road is fed through an 18-inch water main line on Camino del Llano that is fed by three nearby municipal water wells. An additional eight-inch water line along the east end of the property is fed directly from a municipal water well located 150 feet south of the property, providing proper fire protection and low-cost water loop interconnects to exceed the hospital's demands. An eight-inch sewer line is also stubbed out to the property followed by 10-inch sewer line along Camino del Llano to the 1.2-million gallon per day (MGD) treatment plant that meets all New Mexico Environment Department and United States Environmental Protection Agency (EPA) standards and has the capacity for the hospital while providing for other area development.

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Dry Utility Infrastructure: High-speed Qwest fiber optics are located curbside at the property and capable of handling the critical, cutting-edge technology, providing advanced information technology (IT) communication capability, in addition to phone lines. Comcast broadband is located within 50 feet of the property. Public Service Company of New Mexico (PNM) provides three-phase power to the property that is adequate to provide for the electrical demands of the hospital. New Mexico Gas Company provides natural gas at the property. Traffic signal infrastructure is installed on the corner of Christopher Road and Camino del Llano that will reduce the cost of installation, if needed for safety due to increased traffic.

The abundance of both wet and dry utility infrastructure will substantially reduce the cost of constructing a hospital on the proposed site. Through its research, the city has found that this site is the most ready and most cost effective.

SITE ACCESSIBILITY

The hospital site is within the established Healthcare Hub, just one block east of I-25 off Exit 191, where it intersects with Camino del Llano.

Camino del Llano, one of Belen's five major arterial roads, is the middle of three I-25 interstate exits in Belen and one of only two major interstate access points to the west side of I-25 in all of Valencia County. The interchange directly serves both Belen's city limits and unincorporated areas of Valencia County.

Camino del Llano provides access to Valencia County's only public airport, located less than three minutes from the hospital site. Valencia County's only joint city/county fire department substation is located less than three minutes away. Within two minutes of the hospital site are two lodging facilities, including Holiday Inn Express.

The centralized corridor linking the west mesa, Main Street and the downtown builds on the potential for regional medical care, specialized support service industry infill (Exhibit B) and helipad development, on-site or at Belen Alexander Municipal Airport. The hospital site is also accessible using the Rio Metro Regional Transit District shuttle service, stopping at several locations along Camino del Llano, as well as at the New Mexico Rail Runner Express, only four minutes away.

According to the City of Belen Strategic Growth Plan (2010), the site is located in the most centralized activity center for Valencia County and the State of New Mexico. Area business and medical facilities are among the busiest in all of Valencia County.

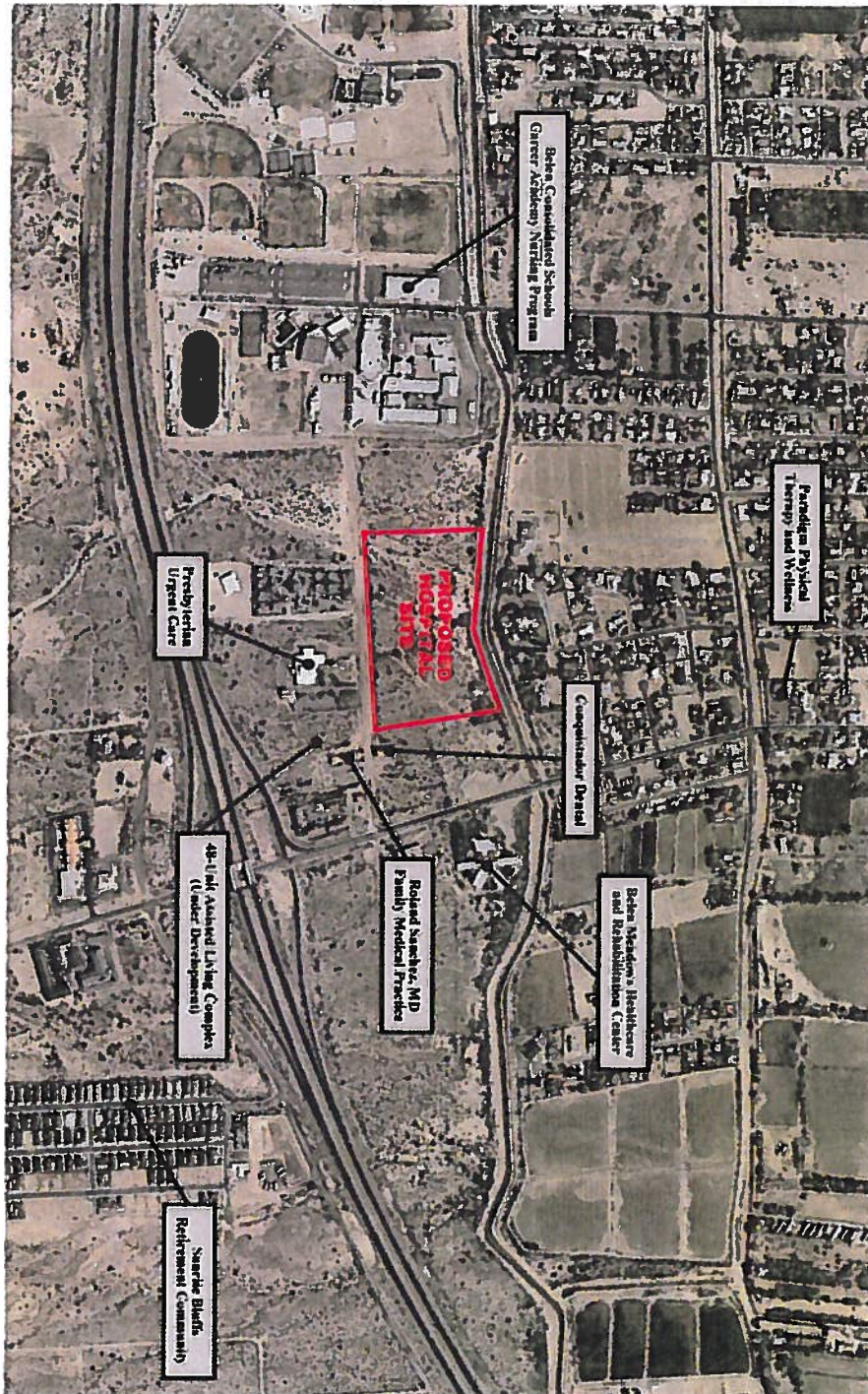
CONCLUSION

Belen's mayor and the Belen City Council look forward to working with the Valencia County Commission to build a hospital that will give Valencia County residents the medical care they need.

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The City of Belen's **Healthcare Hub**

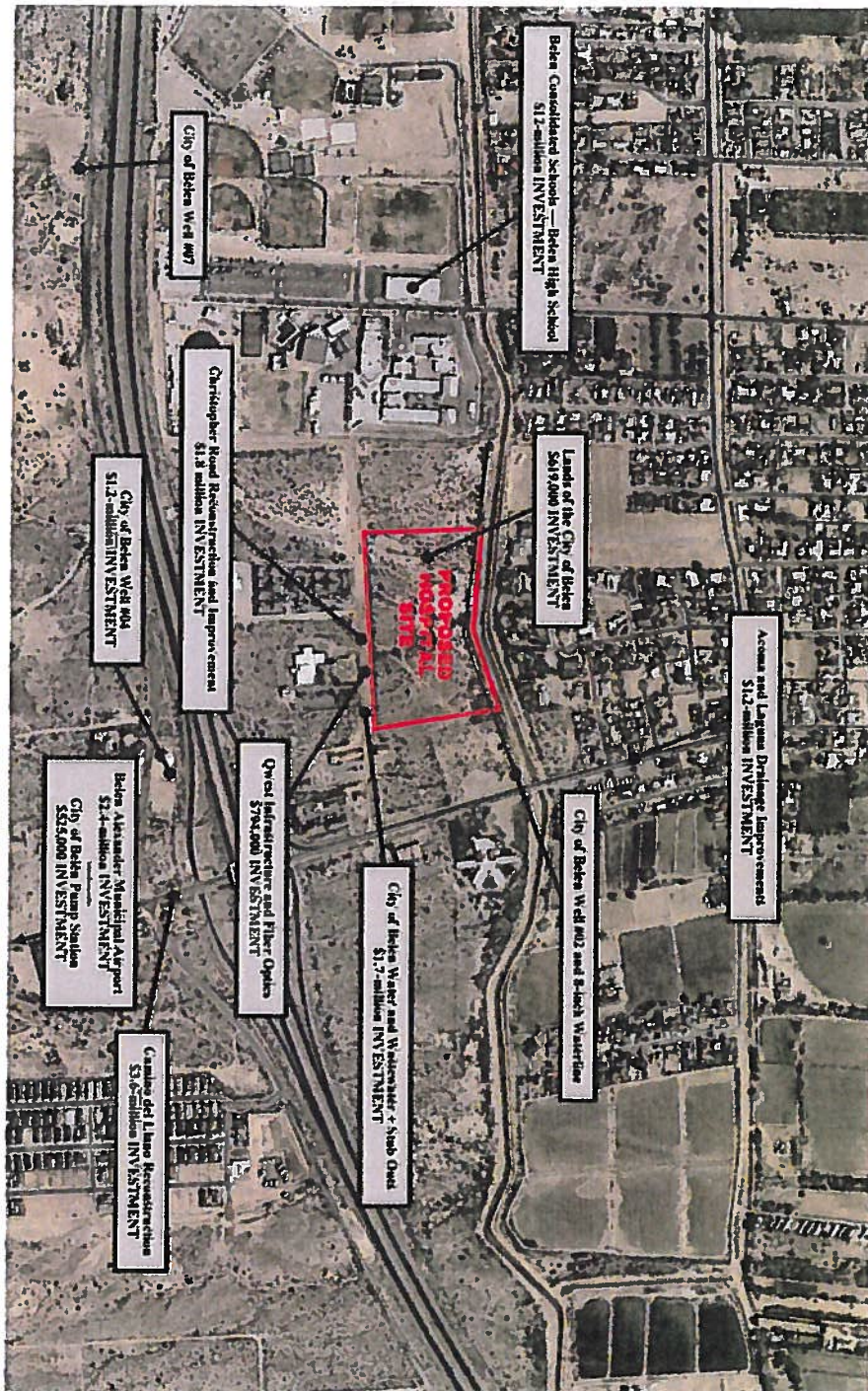
Addendum A



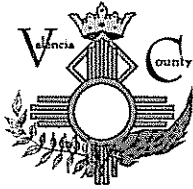
MEDICAL-RELATED FACILITIES TO SUPPORT A HOSPITAL

The City of Belen's Healthcare Hub

Addendum B



INFRASTRUCTURE AND INVESTMENT TO SUPPORT A HOSPITAL



VALENCIA COUNTY
Board of County Commissioners

AGENDA REQUEST FORM

Department Head: County Clerk

Individual Making Request: Sally Perea

Presentation at Meeting on: April 11, 2012

Date Submitted: April 2, 2012

Title of Request: Applicant is requesting a transfer of ownership of a liquor license

Action Requested of Commission

Consideration of Application 545/484043(B) to Valencia County License Venture, LLC dba Valencia County Liquors, 2765 State Hwy 47, Los Lunas, New Mexico for a transfer of ownership of a liquor license from Carol Trujillo and the Estate of Daniel Trujillo dba El Rio Cantana.

Information Background and Rationale

As per Section 60-6B-4 NMSA of the Liquor Control Act, within 45 days after receipt of a notice from the Alcohol and Gaming Division, the governing body shall hold a public hearing in the question of whether the department should approve the proposed request, two weeks notice (copies in your packet) of the public hearing has been fulfilled.

What is the Financial Impact of this Request?

None

Legal: The Board may disapprove the transfer of the license only if (1) the proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico; (2) the issuance or transfer would be in violation of a zoning or other ordinance of the County; or (3) the transfer would be detrimental to the public health, safety or morals of the residents at that particular location. D.P.

Finance:

No impact on financial budget. CC

County Manager:

VALENCIA COUNTY BOARD OF COUNTY COMMISSIONERS
LOS LUNAS, NM

The Valencia County Board of Commissioners will hold a public hearing at the regular scheduled Public Hearing Meeting to be held on April 11, 2012 at the Valencia County Courthouse Commissioners Meeting Room, 444 Luna Ave., Los Lunas, NM.

The purpose of this meeting is to consider Liquor License Application 545/484043(B) to Valencia County License Venture, LLC, dba Valencia County Liquors, 2765 State Hwy 47, Los Lunas, New Mexico 87031, mailing address @ 1801 Lomas Blvd., N.W., Albuquerque, New Mexico, 87104. This meeting will begin at 5:00 P.M.

A decision will be made at the regular scheduled Business Meeting on April 18, 2012. The meeting will begin at 9:30 A.M.

**THE APPLICANT IS REQUESTING A TRANSFER OF OWNERSHIP OF A
LIQUOR LICENSE**

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Valencia County Manager's office at the Valencia County Courthouse, Los Lunas, New Mexico, (505) 866-2014 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the Valencia County Manager's Office if a summary or other type of accessible format is needed.

For copies of the proposed agenda please visit the county website at www.co.valencia.nm.us or by calling (505) 866-2014 at least 24 hours prior to the meeting.

Proposed publish dates: March 28, 2012
 April 4, 2012