



October 17, 2012
Agenda
9:30 A.M. Business 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
- 4) Approval of Minutes:

October 3, 2012 Business Meeting

A handwritten signature in black ink, reading "Donald E. Holliday".

PRESENTATION(S)

- 5) Valencia County Cooperative Extension Service / Quarterly Reports: **Brenda Velasquez**
- 6) Elmer Fortune Day - Proclamation – 100th Birthday: **Commissioner Georgia Otero-Kirkham**
- 7) Update on Tyler Computer Software Conversion: **Lawrence Esquibel**
- 8) Update on Detention Center: **Joe Chavez**

DISCUSSION (Non-Action) ITEM(S)

**** **NONE** ****

BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD

- 9) Consideration of the Indigent Report/ 3 appeals for October 17, 2012: **Barbara Baker**

BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS

ACTION ITEM(S)

- 10) Consideration to approve Resolution 2012- _____ accepting an additional 10' of Right of Way on Journey Circle as a county maintained road: **Kelly Bouska**
- 11) Consideration to approve the Severance Bond Capital Appropriation Project between State of the New Mexico Department of Finance Administration and Valencia County Animal Shelter: **Erik Tanner**
- 12) Consideration of Acceptance of Census and Petition for the Incorporation of Rio Communities: **Mark Gwin**

FINANCIAL MATTERS:

13) Consideration of Approval: Payroll / Warrants: *Nick Telles*

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.

EXECUTIVE SESSION:

Pursuant to Section 10-15 1 (H) (2) (7) & (8), the following matters may be discussed in closed session: a. personnel: b. pending or threatened litigation: c. real property: d. other specific limited topics that are allowed or authorized under the stated statute.

- ◆ Motion and roll call vote to go into Executive Session for the stated reasons
- ◆ Board meets in closed session
- ◆ Motion and vote to go back into regular session
- ◆ Summary of items discussed in closed session
- ◆ Motion and roll call vote that matters discussed in closed session were limited to those specified in motion for closure, and that no final action was taken, pursuant to the authority in §10-15-1 NMSA 1978.

NEXT COMMISSION MEETING:

- ◆ November 7, 2012 – **Business meeting @ 9:30 A.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.

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VALENCIA COUNTY BOARD OF COMMISSIONERS

BUSINESS MEETING

OCTOBER 3, 2012

PRESENT	
Donald E. Holliday, Chairman	
Georgia Otero-Kirkham, Vice-Chair	
Lawrence R. Romero, Member	
Ron Gentry, Member	
Mary J. Andersen, Member	
Bruce Swingle, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Sally Perea, County Clerk	
Press and Public	

- 1) The meeting was called to order by Chairman Holliday at 9:30 A.M.
- 2) Chairman Holliday led the Pledge of Allegiance.
- 3) Approval of Agenda
Commissioner Otero-Kirkham moved for approval of the agenda. Seconded by Commissioner Romero. Motion carried unanimously.
- 4) Approval of Minutes: September 10, 2012-Special Meeting
Commissioner Andersen moved for approval of the Minutes of September 10, 2012 Special Meeting. Seconded by Chairman Holliday. Motion carried unanimously.
September 12, 2012-Public Hearing
Commissioner Otero-Kirkham moved for approval of the Minutes of September 12, 2012 Public Hearing. Seconded by Commissioner Andersen. Motion carried unanimously.
September 19, 2012-Business Meeting
Commissioner Otero-Kirkham moved for approval of the Minutes of September 19, 2012 Business Meeting. Seconded by Commissioner Andersen. Motion carried unanimously.

PRESENTATIONS:

- 1.) Wagner Farms / Chili Festival – Roxanne Wagner
Jimmy and Roxanne Wagner thanked the commission and the community for their support in making the First Annual Viva Chili Festival a success and look forward to the festival growing every year. The Wagner's presented the commission with T-shirts and a framed poster of the New Mexico Viva Chili Festival.

DISCUSSION / NON-ACTION ITEMS:

Commissioner Gentry asked for an update on the Detention Center Project as to the financing, construction, delivery of the Pods and also the status of the contract. County Manager Bruce Swingle said the county has 1.1 million dollars available in the GRT fund to use for this project. The bids they received and the contract selected is about \$20,000.00 over what's available in the GRT and they are working within the detention center and finance to find the money to complete that. County Counsel Dave Pato stated the county statutory requirement is to award the contract to the lowest bidder. This is not a request for proposals where you're examining the contractor's qualifications; it's an invitation for bid on a construction project. Where they are right now is that a protest has been filed and so the commission is prohibited from proceeding forward until that protest has been resolved. When that happens, the contract will come to the commission to award the contract.

Procurement Officer Mike Vinyard said the plan was to bring the contract to the commission for consideration at this meeting but because of the protest they are now taking steps to resolve that. The first step when you receive a protest is you go back to that vendor that has been protested. The protest dealt with paperwork that was not properly filed. They give them the opportunity to respond because it is still an open protest and at this time the intent is to get the protest resolved and get this on the agenda for the next meeting for the commission's consideration and at which point they will present all the bids, the results of the protest and at that time they can vote as to whether they want to accept the low bid. The selection of the architect was put in place before he was hired.

Chairman Holliday said this commission approved the architect in Executive Session several months back. As for the pods there's a contract with a trucking company bringing the pods any day now. It's just a matter of coordinating, they're going to bring five truck loads at different times so it has to be coordinated with the local vendor to get the pods off the trucks, store them and get tonnage down on the ground so they don't damage in any way and that's being taken care of.

Commissioner Otero-Kirkham asked Mr. Vinyard who the lowest bidder was and who filed the protest? Mr. Vinyard said its public knowledge, its AIC General Contractors with a bid of \$1.16 million dollars. All bidders were from Albuquerque, there were no local bidders. Jan Star Builders, also from Albuquerque was the contractor that filed the protest.

ACTION ITEM(S)

2. To Accept the Finding of Facts and Conclusion of Law for an Appeal on a Site Plan- Jacobo Martinez.

Commissioner Otero-Kirkham moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

3. To Accept the Findings of Fact and Conclusion of Law for a Zone Change for O-D to I-3 – Jacobo Martinez.

Commissioner Otero-Kirkham moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.

4. Consideration of Resolution 2012-30, for the Infrastructure Capital Improvement Plan – Jacobo Martinez.

Commissioner Romero moved for approval. Seconded by Chairman Holliday. Motion carried unanimously.

County Clerk Sally Perea announced Resolution 2012-30.

5. Consideration to Accept Street Lights at the Las Maravillas Subdivision, Units 2 & 3 – Jacobo Martinez.

Code Enforcement Director Jacobo Martinez stated this request was initiated by community members that reside in the Las Maravillas Subdivision Units 2 & 3 requesting that the county take responsibility of the street lights located within their area. The street lights were previously maintained by the Valley Improvement Association. There are approximately 25 street lights located within this subdivision. The county has contacted PNM and they have offered a flat rate of \$140.00 per month for maintenance of the street lights which includes basic maintenance such light lamp replacement and replacing of photo cells. It doesn't include any other type of maintenance such as replacement of street lights or replacement of wiring. In 2011-2012 the county has paid out for the replacement of street lights and wiring in the whole area of the county \$43,000.00 in those two years for street lights. This request is made by the Las Maravillas Community, is not budgeted in the county's accounting.

GNA (Good Neighbor Association) Director Rick Wilson said the lights have been out since GNA has taken over because VIA (Valley Improvement Association) assumed responsibility for the lights out of the dues. The lights are a public safety issue and a growing concern for the safety of the residents of Las Maravillas units two and three. All they want is for the county to pay for the maintenance and operation of the lights.

Commissioner Gentry moved for approval and to work out within the county's budget a method to take care of this. Accept the maintenance of the lights because it's a unique situation as it does reference public safety and the health and welfare of the community.

Commissioner Otero-Kirkham expressed her concern that if the commission approved this request that residents from other subdivisions would come forward to ask the commission to maintain their street lights also.

Valencia County Finance Director Nick Telles asked if this was budgeted. "No it was not budgeted" was Mr. Martinez's response.

Commissioner Andersen said she can't take issue with the fact that this is a public safety issue but she is extremely concerned about setting a precedence that it's going to cause some difficulties downstream. She would like to see a formal elevation of the cost of this program before going forward. Given the condition of the county's cash flow at the moment, a \$140.00 doesn't sound like much but she's not sure that she has all the answers that she'd like to have before she votes for this and she doesn't want to vote against it, she does agree that public safety is an issue.

Chairman Holliday said if Commissioner Gentry would like to change his motion to just include Units 2 & 3 in his motion he will second that.

Commissioner Gentry said if unit one is on and still has the assessment and if that's the case he would amend his motion to say that we take on the acceptance of the two units

Minutes of October 3, 2012 Regular Business Meeting

that are currently off and let the assessments take care of the other one. Seconded by Chairman Holliday. Motion carried 4-1. Commissioner Andersen voted no.

6. Consideration of Resolution 2012-31, to Accept Calle Del Oro from NM Hwy 314 to the East Side of the Railroad Right of-way. Commissioner Andersen moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously. County Clerk Sally Perea announced Resolution 2012-31.

FINANCIAL MATTERS

7. Consideration of Payroll / Warrants – Nick Telles
Commissioner Otero-Kirkham motioned for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

PUBLIC COMMENT

Member of the audience making comments at today's Business Meeting was Valencia County resident Mike Wood.

EXECUTIVE SESSION

EXECUTIVE SESSION- Pursuant to Section 10-15-1 (H) (2) (5) (7) & *, the following matters may be discussed in closed session: a.) Personnel: b.) Pending or threatened litigation: c.) Real property: d.) Other: AFSCME Council 18, Local 2745 Bargaining specific limited topics that are allowed or authorized under the stated statute. Chairman Holliday motioned to go into Executive Session. Seconded by Commissioner Otero-Kirkham. Motion carried.
Commissioner Otero-Kirkham moved to go back into Regular Session. Seconded by Commissioner Romero. Motion carried unanimously.

County Attorney Adren Nance stated matters that were discussed in Executive Session were limited to those items listed on the agenda for closure and no final action was taken. Commissioner Otero-Kirkham moved to approve the summary as stated by counsel. Seconded by Commissioner Romero. Commissioner Andersen voted yes. Commissioner Gentry voted yes. Commissioner Romero voted yes. Commissioner Otero-Kirkham voted yes. Chairman Holliday voted yes. Motion carried 5-0.

Executive Session Action Items:

8. Consideration of Collective Bargaining Agreement with AFSCME Council 18, Local 2745.
Commissioner Andersen moved for approval with the provision that Paragraph 14.2 and 19.1 be consistent in their meaning. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

The next Regular Meeting of the Valencia County Board of County Commission will be held on October 17, 2012 at 9:30 A.M. in the County Commission Room at the Valencia County Courthouse.

11) Adjournment

Commissioner Otero-Kirkham moved for adjournment. Seconded by Chairman Holliday. Motion carried unanimously. TIME: 11:03 A.M.

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the, October 3, 2012 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS

DONALD E. HOLLIDAY, CHAIR

GEORGIA OTERO-KIRKHAM, VICE-CHAIR

LAWRENCE R. ROMERO, MEMBER

RON GENTRY, MEMBER

MARY J. ANDERSEN, MEMBER

ATTEST:

SALLY PEREA, COUNTY CLERK

DATE

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Proclamation

IN RECOGNITION OF MR. ELMER FORTUNE ON THE OCCASSION OF HIS 100TH BIRTHDAY

WHEREAS, Mr. Elmer Fortune was born on October 8, 1912, in the State of Oklahoma; and,

WHEREAS, he has the distinction of being a New Mexico Centenarian, and his accomplishments and community involvement are extraordinary; and,

WHEREAS, Mr. Fortune was a devoted husband, and is a precious relative and friend to many; and,

WHEREAS, Mr. Fortune has resided all across the Country, including having resided in Oklahoma, Michigan, Arkansas, and California; and,

WHEREAS, Mr. Fortune lived by Los Lunas High School until having recently become a resident of the Senior Living System on Highway 47; and,

WHEREAS, Mr. Fortune was a dedicated employee, and is credited with serving our nation by having built military aircraft with McDonnell Douglass; and,

WHEREAS, Mr. Fortune fosters values of trusting God, praying, and sowing good seeds, and was baptized by New Life Fellowship in Belen in 1997; and,

WHEREAS, Mr. Fortune has a love for dancing, and attends the Los Lunas Senior Center where he dances all the time; and,

WHEREAS, Mr. Fortune lives by the Golden Rule and is a true gentleman; and

WHEREAS, Mr. Fortune celebrated his 100th Birthday on October 8, 2012.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF VALENCIA DOES HEREBY ISSUE THIS PROCLAMATION on this 17th day of October, 2012, recognizing Mr. Elmer Fortune on the occasion of his 100th birthday, and hereby urges all citizens to join in paying tribute to Mr. Fortune on occasion of his 100th birthday.

BOARD OF COMMISSIONERS OF VALENCIA COUNTY

Donald E. Holliday
Chair, District V

Georgia Otero Kirkham
Vice-Chair, District II

Mary J. Andersen
Commissioner, District I

Lawrence R. Romero
Commissioner, District III

Ron Gentry
Commissioner, District IV

Attest:

Sally Perea, County Clerk

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Dan Zolnier
Individual Making Request: Barbara Baker
Presentation at Meeting on: October 17, 2012
Date Submitted: October 3, 2012
Title of Request: Indigent Report/Appeals

Action Requested of Commission:

Consideration of the Indigent Report for October 17, 2012
Consideration of 3 Appeals for October 17, 2012

Information Background and Rationale

One Report with 55 claims (See attached)
Three Indigent Appeals (See attached)

What is the Financial Impact of this Request?

\$42,549.99 recommended for approval of the Indigent Report
\$5,781.12 recommended for approval of the two Indigent Appeals

Legal:

The report and appeals are in order and are germane for the Board of County Commissioners.
AN

Finance:

There are sufficient funds in the Indigent Fund for the indigent report and the three appeals. The current balance in the Indigent Fund is \$2,755,056.44.

County Manager:



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 · Los Lunas, New Mexico 87031

Phone : (505) 866-2020 · Fax: (505) 866-3366

October 17, 2012

Dear Commissioners,

I would like to present the Indigent Claims from September 7, 2012 to October 3, 2012. The amount of claims submitted is \$400,067.17. I ask the Commission to approve \$42,549.99 and to deny \$357,517.18. There were 55 claims submitted, the breakdown is as follows;

- 27 - 49.09% - UNM Health Sciences Center
- 15 - 27.27% - Living Cross Ambulance
- 9 - 16.36% - Presbyterian Hospital
- 3 - 5.46% - Lovelace Medical Center
- 1 - 1.82% - Superior Ambulance

The payment for approved claims is as follows;

- \$ 23,538.92 - UNM Health Sciences Center
- 3,296.00 - Living Cross Ambulance
- 10,834.52 - Presbyterian Hospital
- 4,480.55 - Lovelace Medical Center
- 400.00 - Superior Ambulance

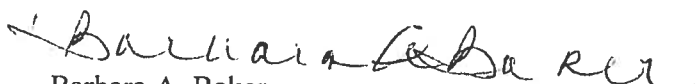
There are 21 applicant denials which are;

- 10945, 10949, 10956, 10966 and 10969 - Missed Appointment
- 10938, 10957, 10958, 10959, 10960, 10961 and 10972 - Income
- 10942, 10943, 10944, 10950, 10951, 10967, 10976 and 10977 - No Response
- 10971 - 90 Day Limit

The unpaid balance of the medical bills for the approved claims is \$190,037.46 and the unpaid balance of the ambulance bills for the approved claims is \$6,549.28.

Thank you for your consideration.

Sincerely,


Barbara A. Baker

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

P.O. Box 1119 * * * Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	211960661	10938	2,028.60	2,028.60	0.00
Presbyterian Hospital	002012091-2170	10939	72,073.60	69,573.60	2,500.00
Presbyterian Hospital	002012091-2189	10939	6,084.00	5,584.00	500.00
Lovelace Medical Center	P1221900570	10940	12,107.00	11,107.00	1,000.00
Superior Albuquerque	1127939	10940	539.71	139.71	400.00
UNM Health Sciences Center	214505729	10940	18,484.04	16,484.04	2,000.00
Living Cross Ambulance	71093	10941	1,058.03	658.03	400.00
Presbyterian Hospital	020231298-2156	10941	28,980.04	25,980.04	3,000.00
UNM Health Sciences Center	213080518	10942	9,353.95	9,353.95	0.00
UNM Health Sciences Center	213335227	10943	18,219.65	18,219.65	0.00
UNM Health Sciences Center	213268071	10944	2,217.05	2,217.05	0.00
Living Cross Ambulance	71922	10945	1,003.11	1,003.11	0.00
Presbyterian Hospital	001126166-2221	10946	1,602.00	368.46	1,233.54
Lovelace Medical Center	P1224200108	10947	10,704.00	7,923.45	2,780.55
UNM Health Sciences Center	215177122	10947	285.00	65.55	219.45
Living Cross Ambulance	73837	10948	1,204.21	804.21	400.00
UNM Health Sciences Center	215122532	10948	1,407.00	323.61	1,083.39
Living Cross Ambulance	71788	10949	1,163.02	1,163.02	0.00
TOTALS			188,514.01	172,997.08	15,516.93

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

P.O. Box 1119 * * * Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	213736226	10950	8,720.15	8,720.15	0.00
UNM Health Sciences Center	213555972	10951	5,263.70	5,263.70	0.00
Living Cross Ambulance	71648	10952	1,204.21	804.21	400.00
UNM Health Sciences Center	213154701	10952	1,978.00	454.94	1,523.06
UNM Health Sciences Center	213440134	10953	926.00	212.98	713.02
UNM Health Sciences Center	207012188	10954	11,595.31	8,595.31	3,000.00
UNM Health Sciences Center	213556608	10955	4,332.40	1,332.40	3,000.00
Living Cross Ambulance	73423	10956	103.38	103.38	0.00
UNM Health Sciences Center	212965552	10957	32,139.35	32,139.35	0.00
UNM Health Sciences Center	214374704	10958	1,643.00	1,643.00	0.00
UNM Health Sciences Center	214331712	10959	5,532.10	5,532.10	0.00
Living Cross Ambulance	73409	10960	1,341.51	1,341.51	0.00
Living Cross Ambulance	73481	10960	1,327.78	1,327.78	0.00
Presbyterian Hospital	001235985-2224	10960	3,819.00	3,819.00	0.00
Presbyterian Hospital	001235986-2225	10960	45,948.00	45,948.00	0.00
UNM Health Sciences Center	212619647	10961	2,658.35	2,658.35	0.00
UNM Health Sciences Center	214730715	10962	7,126.60	4,126.60	3,000.00
Living Cross Ambulance	73311	10963	1,231.67	831.67	400.00
TOTALS			136,890.51	124,854.43	12,036.08

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

P.O. Box 1119 * * * Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	214592529	10963	15,689.00	12,689.00	3,000.00
Living Cross Ambulance	68881	10964	103.38	7.38	96.00
UNM Health Sciences Center	213128614	10965	11,128.43	8,128.43	3,000.00
Living Cross Ambulance	70212	10966	1,286.59	1,286.59	0.00
UNM Health Sciences Center	213421811	10967	961.00	961.00	0.00
Living Cross Ambulance	74000	10968	1,300.32	900.32	400.00
Living Cross Ambulance	74250	10968	1,327.78	927.78	400.00
Presbyterian Hospital	001093748-2164	10968	6,825.28	5,825.28	1,000.00
Presbyterian Hospital	001093748-2243	10968	10,318.00	8,318.00	2,000.00
UNM Health Sciences Center	212470645	10969	2,034.00	2,034.00	0.00
Lovelace Medical Center	P1136400300	10970	2,315.00	1,615.00	700.00
UNM Health Sciences Center	211512124	10971	3,635.35	3,635.35	0.00
UNM Health Sciences Center	213136781	10972	5,229.80	5,229.80	0.00
UNM Health Sciences Center	215395278	10973	4,150.25	1,150.25	3,000.00
Living Cross Ambulance	72102	10974	1,176.75	776.75	400.00
Presbyterian Hospital	001015280-2184	10974	780.50	179.52	600.98
Living Cross Ambulance	72100	10975	1,099.22	699.22	400.00
UNM Health Sciences Center	213992514	10976	1,124.00	1,124.00	0.00
UNM Health Sciences Center	214620635	10977	4,178.00	4,178.00	0.00
Subtotal			74,662.65	59,665.67	14,996.98
Valencia County Commissioners Total			400,067.17	357,517.18	42,549.99
Donald E. Holliday, Chair					
Georgia Otero-Kirkham, Co-Chair					
Mary J. Andersen					
Ron Gentry					
Lawrence R. Romero					

VALENCIA COUNTY INDIGENT FUND CLAIMS LOG

October 17, 2012

Birth		Sex		Provider Name	Date(s) of Service		Diagnosis	Billed	Paid	Reason for Denial	
ID NO.	Date										
10938	03/06/66	F		UNM Health Sciences Center	05/09/12		Pulmonary Infection	2,028.60	0.00	Income	
10939	02/18/56	F		Presbyterian Hospital	06/18-07/01/12		Lung Cancer	72,073.60	2,500.00		
*				Presbyterian Hospital	07/16-07/17/12		*	6,084.00	500.00		
10940	11/06/92	M		Lovelace Medical Center	08/06/12		Assault	12,107.00	1,000.00		
*				Superior Ambulance	08/06/12		*	539.71	400.00		
*				UNM Health Sciences Center	08/06-08/11/12		*	18,484.04	2,000.00		
10941	11/03/68	F		Living Cross Ambulance	06/04/12		Hernia Surgery	1,058.03	400.00		
*				Presbyterian Hospital	06/05-06/07/12		*	28,980.04	3,000.00		
10942	10/04/92	F		UNM Health Sciences Center	06/20/12		Unknown	9,353.95	0.00	No Response	
10943	09/09/66	M		UNM Health Sciences Center	06/29-06/30/12		Kidney Stones	18,219.65	0.00	No Response	
10944	08/17/47	F		UNM Health Sciences Center	06/28/12		Unknown	2,217.05	0.00	No Response	
10945	07/18/92	F		Living Cross Ambulance	06/26/12		Unknown	1,003.11	0.00	Missed Appointment	
10946	05/09/68	F		Presbyterian Hospital	08/08/12		Anxiety	1,602.00	1,233.54		
10947	04/19/56	F		Lovelace Medical Center	08/29/12		Diverticulitis	10,704.00	2,780.55		
*				UNM Health Sciences Center	08/27/12		*	285.00	219.45		
10948	12/17/76	M		Living Cross Ambulance	08/24/12		Chest Pain	1,204.21	400.00		
*				UNM Health Sciences Center	08/24-08/25/12		*	1,407.00	1,083.39		
10949	04/04/94	M		Living Cross Ambulance	06/22/12		Seizures	1,163.02	0.00	Missed Appointment	
10950	10/02/73	M		UNM Health Sciences Center	08/03/12		Blood Clot	8,720.15	0.00	No Response	
10951	11/27/92	M		UNM Health Sciences Center	07/19/12		Hernia	5,263.70	0.00	No Response	
10952	10/31/91	M		Living Cross Ambulance	06/20/12		Medication Overdose	1,204.21	400.00		
*				UNM Health Sciences Center	06/20/12		*	1,978.00	1,523.06		
10953	11/61/61	M		UNM Health Sciences Center	07/02/12		Bipolar	926.00	713.02		
10954	07/10/89	M		UNM Health Sciences Center	12/27/11		Shoulder Surgery	11,595.31	3,000.00		
10955	01/08/58	F		UNM Health Sciences Center	07/18/12		Cyst on Back	4,332.40	3,000.00		
10956	03/07/62	F		Living Cross Ambulance	08/13/12		Motor Vehicle Accident	103.38	0.00	Missed Appointment	
10957	10/25/48	F		UNM Health Sciences Center	06/15-06/25/12		Lung Cancer	32,139.35	0.00	Income	
10958	02/09/61	F		UNM Health Sciences Center	08/02/12		Fibroid Tumors	1,643.00	0.00	Income	
10959	04/01/58	F		UNM Health Sciences Center	08/20/12		Cysts - Uterus	5,532.10	0.00	Income	
10960	12/19/62	F		Living Cross Ambulance	08/11/12		Cardiac	1,341.51	0.00	Income	

*			Living Cross Ambulance	08/12/12	*	1,327.78	0.00 *
*			Presbyterian Hospital	08/11/12	*	3,819.00	0.00 *
*			Presbyterian Hospital	08/12-08/17/12	*	45,948.00	0.00 *
10961	02/26/61	M	UNM Health Sciences Center	06/13/12	Leg Infection	2,658.35	0.00 Income
10962	09/28/66	F	UNM Health Sciences Center	08/22/12	Cataract Surgery	7,126.60	3,000.00
10963	01/11/51	F	Living Cross Ambulance	08/08/12	Cardiac	1,231.67	400.00
*			UNM Health Sciences Center	08/09/12	*	15,689.00	3,000.00
10964	05/18/85	F	Living Cross Ambulance	04/19/12	Behavioral	103.38	96.00
10965	09/22/73	M	UNM Health Sciences Center	07/30-07/31/12	Hernia Surgery	11,128.43	3,000.00
10966	08/19/86	M	Living Cross Ambulance	05/14/12	Dehydration	1,286.59	0.00 Missed Appointment
10967	11/16/80	M	UNM Health Sciences Center	07/01/12	Unknown	961.00	0.00 No Response
10968	07/27/72	M	Living Cross Ambulance	08/30/12	Weakness - Dizzy	1,300.32	400.00
*			Living Cross Ambulance	09/15/12	*	1,327.78	400.00
*			Presbyterian Hospital	06/12/12	*	6,825.28	1,000.00
*			Presbyterian Hospital	08/31-09/02/12	*	10,318.00	2,000.00
10969	03/21/50	F	UNM Health Sciences Center	05/29/12	Unknown	2,034.00	0.00 Missed Appointment
10970	09/14/82	M	Lovelace Medical Center	12/30/11	JAIL - Swallows Batteries	2,315.00	700.00
10971	12/21/88	M	UNM Health Sciences Center	06/01/12	JAIL - Leg Injury	3,635.35	0.00 90 Day Limit
10972	10/02/53	M	UNM Health Sciences Center	06/21-06/22/12	Hernia	5,229.80	0.00 Income
10973	11/30/82	M	UNM Health Sciences Center	09/07-09/08/12	Assault	4,150.25	3,000.00
10974	08/07/64	F	Living Cross Ambulance	07/02/10	Hypertension	1,176.75	400.00
*			Presbyterian Hospital	07/02/10	*	780.50	600.98
10975	04/22/74	M	Living Cross Ambulance	07/02/12	Depression	1,099.22	400.00
10976	04/01/45	F	UNM Health Sciences Center	07/19/12	Unknown	1,124.00	0.00 No Response
10977	06/22/47	F	UNM Health Sciences Center	08/09/12	Unknown	4,178.00	0.00 No Response
TOTAL						400,067.17	42,549.99



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 · Los Lunas, New Mexico 87031

Phone : (505) 866-2020 · Fax: (505) 866-3366

Date: October 17, 2012

To: Valencia County Board of County Commissioners

From: Barbara A. Baker 

Subj: Jesus Escarcega - Indigent Appeal

Jesus Escarcega has requested an Indigent Appeal for the Indigent Denial of September 19, 2012 for his UNM Health Sciences Center bill. Mr. Escarcega was denied as he did not respond to the letter Valencia County Indigent sent him. Mr. Escarcega received the denial letter and thought it was important as the letter was mailed Certified Return Receipt. He then called a friend to read the letter. A friend came to the appointment with him to translate and gathered the necessary information needed for Indigent. Mr. Escarcega would have been approved as he met all the requirements.

I would like to recommend approval of the UNM Health Sciences Center bill in the amount of \$2,455.85. If approved the amount being paid to UNM Health Sciences Center would be \$1,891.00.

Approved by the Board of County Commissioners at the regular meeting of October 17, 2012.

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

ATTESTED BY:

Sally Perea, Valencia County Clerk



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 · Los Lunas, New Mexico 87031

Phone : (505) 866-2020 · Fax: (505) 866-3366

Date: October 17, 2012

To: Valencia County Board of County Commissioners

From: Barbara A. Baker 'BAB'

Subj: Ruben Davis - Inmate Indigent Appeal

Bruce Swingle has requested an Indigent Appeal for the Indigent Denial of September 19, 2012 of Ruben Davis for his two Lovelace Medical Center bills. Mr. Davis was denied as the bills were received after the 90 day limit.

I would like to recommend approval of the two Lovelace Medical Center bills, one in the amount of \$6,857.00 and the other in the amount of \$14,983.33. If approved the amount being paid to Lovelace Medical Center would be \$1,000.00 on each bill, for a total of \$2,000.00.

Approved by the Board of County Commissioners at the regular meeting of October 17, 2012.

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

ATTESTED BY: _____
Sally Perea, Valencia County Clerk



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 · Los Lunas, New Mexico 87031

Phone : (505) 866-2020 · Fax: (505) 866-3366

Date: October 17, 2012

To: Valencia County Board of County Commissioners

From: Barbara A. Baker ' 

Subj: Joe McDougal - Indigent Appeal

Joe McDougal has requested an Indigent Appeal for the Indigent Denial of August 20, 2012 for his UNM Health Sciences Center bill. Mr. McDougal was denied as he does have Medicare. Mr. McDougal does meet all of the other requirements for Indigent Approval.

I would like to recommend approval of the UNM Health Sciences Center in the amount of \$1,156.00. If approved the amount being paid to UNM Health Sciences Center would be \$890.12.

Approved by the Board of County Commissioners at the regular meeting of October 17, 2012.

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

ATTESTED BY: _____

Sally Perea, Valencia County Clerk

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Kelly Bouska

Individual Making Request: Bouska

Presentation at Meeting on: October 17, 2012

Date Submitted: October 9, 2012

Title of Request: Consideration of Resolution 2012-___ to accept an additional 10' of Right of Way Journey Circle

Action Requested of Commission:

Consideration of Resolution to accept an additional 10' of Right of Way on Journey Circle as a county maintained road

Information Background and Rationale

Journey is located within Commission District V. It is approximately 1,250 feet of dirt road and the County currently maintains 30' of the existing right of way. The request is to accept an additional 10' of the right of way, increasing the right of way to 40' as required by the County. Mr. Chavez and his family are the owners of the property and has agreed to deed over the 10' of right of way to the County.

Public Works has obtained analysis from Road Department, Fire Administration and Rural Addressing (attached)

What is the Financial Impact of this Request?

This road will be scheduled for grading the additional 10' of right of way

Legal:

As the grading of a private road would violate the New Mexico Anti-Donation Clause, acceptance of the additional 10' of road for maintenance is a pre-requisite to performing this maintenance. D.P.

Finance:

No Comment N.T

County Manager:

No Comment B.S

**Acceptance of Maintenance Responsibilities for an additional 10' of Right of
Way for Journey Circle**

Resolution No. 2012-_____

WHEREAS, the property owners along the Northern side of Journey Circle have requested the Board of County Commissioners of the County of Valencia to consider acceptance of an additional 10' of Right of Way to the said road and;

WHEREAS, the said road is currently in the Valencia County in Road Maintenance Mileage book as a County Maintained Road and is graded on a routine basis by the road department

WHEREAS, the Board of County Commissioners has determined that acceptance of 10' of additional Right of Way maintenance of the said road would promote would promote the health, welfare, and safety of the residents of Valencia County; and

NOW, THEREFORE, BE IT RESOLVED, that the Valencia County Board of County Commissioners, in regular business meeting on October 19, 2012 does hereby accept the additional 10' of Right of Way

PASSES, APPROVED AND ADOPTED ON THIS 19th DAY OF OCTOBER, 2012

BOARD OF COMMISSIONERS OF VALENCIA COUNTY

Donald E. Holliday
Chair, District V

Georgia Otero-Kirkham
Vice-Chair, District II

Mary J. Andersen
Commissioner, District I

Lawrence R. Romero
Commissioner, District III

Ron Gentry
Commissioner, District IV

ATTEST:

Sally Perea, County Clerk

WARRANTY DEED

Tony Chavez and Juanita B. Chavez, husband and wife and Juan A. Chavez and Helen R. Chavez, husband and wife and Joseph C. and Pauline E. Chavez, husband and wife as joint tenants

for consideration paid, grant(s) to

Valencia County

whose address is: Los Lunas, NM 87031

the following described real estate in Valencia County, New Mexico:

DESCRIPTION OF PORTION OF JOURNEY CIRCLE

A certain tract of land situate within Projected Section 27, Township 7 North, Range 3 East, New Mexico Principal Meridian, Valencia County, New Mexico, comprising portions of Lots 2, 3, 4, and 5, of the Summary Land Division Plat, N ¼, SE ¼, Lot 8, Block 2, Mesa View Subdivision, said plat filed for record in the office of the Valencia County Clerk on July 19, 2012 in Plat Cabinet N, page 159, being shown on said plat as additional road and utility easement, being more particularly described as follows:

Beginning at the southwest corner of the tract herein described, said point being the southwest corner of the aforementioned Lot 2, and running thence,

N 00°53'36" E, 40.00 feet to the northwest corner; thence,

S 89°53'56" E, 23.06 feet; thence,

Southeasterly, 92.10 feet along the arc of a curve bearing to the right, said curve having a radius of 45.00 feet, a delta angle of 117°16'05" and a chord bearing S 79°29'16" E, 76.85 feet to a point of reverse curvature; thence,

Southeasterly, 30.14 feet along the arc of a curve bearing to the left, said curve having a radius of 25.00 feet, a delta angle of 69°04'43" and a chord bearing S 55°23'35" E, 28.35 feet to a point of tangency; thence,

S 89°53'56" E, 357.34 feet to a point of curvature; thence,

Northeasterly, 39.48 feet along the arc of a curve bearing to the left, said curve having a radius of 25.00 feet, a delta angle of 89°10'10" and a chord bearing N 45°28'59" E, 35.61 feet to the northeast corner of the tract herein described, being a point on the westerly right-of-way of Journey Road; thence, following said right-of-way, S 00°53'54" W, 35.00 feet to the southeast corner of the tract herein described; thence, leaving said westerly right-of-way of Journey Road, and following the southerly boundary of the aforementioned Lots 2, 3, 4, and 5, of the plat filed Cabinet N, page 159,

N 89°53'56" W, 504.74 feet to the southwest corner and point of beginning of the tract herein described, and containing 0.2125 acre more or less.

Subject to patent reservations, restrictions and easements of record and to taxes for the current year and years thereafter.

with warranty covenants.

Witness this

Spt. 18, 2012
Tony Chavez
Tony Chavez

Juan A. Chavez
Juan A. Chavez

Joseph C. Chavez
Joseph C. Chavez

Juanita B. Chavez
Juanita B. Chavez

Helen R. Chavez
Helen R. Chavez

Pauline E. Chavez
Pauline E. Chavez

STATE OF New Mexico

}

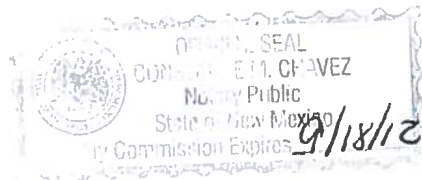
} ss.

COUNTY OF Valencia

}

This instrument was acknowledged before me on Spt. 18, 2012 by Tony Chavez and Juanita B. Chavez and Juan A. Chavez and Helen R. Chavez and Joseph C. and Pauline E. Chavez.

Notary Public
Notary Public





Valencia County Emergency Services Fire/Rescue

444 Luna Ave P.O. Box 1119 Los Lunas, NM 87031
Office: (505)866-2040 Fax: (505) 866-8749

September 21, 2012

To: Public Works Department
Fr: Fire Administration
Re: Journey Cir.

Lina,

After reviewing the map of Journey Circle, I believe that it would be beneficial to accept the additional 10' of right of way. From the Fire Department aspect, this would assist in allowing extra area for turnaround or staging of apparatus in the event of an emergency. The Fire department does not have any concerns with the proposal and would support the acceptance.

If you have any questions please feel free to contact me.

Thank you,

Steven J. Gonzales

Steven J. Gonzales
Valencia County Fire Chief



Valencia County New Mexico
E911 Data Management/Rural Addressing
444 Luna Avenue, P.O Box 1119
Los Lunas, New Mexico 87031
Office: 505-866-2051 Fax: 505-866-2002
Website: www.co.valencia.nm.us



September 24, 2012

To: Jacobo Martinez
Public Works Division

From: Victor Gonzales
Rural Addressor

Re: Journey Cir – Department Review for Additional 10' R.O.W

Journey Cir. is part of the emergency response road network established in Valencia County. Therefore future residents along this route will be addressed along this route providing for easier location identification in the event of an emergency.

A field inspection of this road revealed that the road name sign at this location is not readable. Because Journey Cir. is a county maintained easement, this sign will need to be replaced and brought up to standards for county street name signs.

In addition to the 10' R.O.W easement review, Plat N-159 adds an additional 45' turnaround at the end of Journey Cir. This will contribute to the safety of emergency responders to have a safe turn around radius for emergency vehicles.

I see no reason to object to this plat as requested for review by the Public Works Division.

Sincerely,

A handwritten signature in black ink, appearing to read "Victor Gonzales".

Victor Gonzales
Rural Addressor



VALENCIA COUNTY
PUBLIC WORKS DIVISION
1209 HWY 314 ♦ P.O. BOX 1119 ♦
LOS LUNAS, NEW MEXICO 87031
PHONE 505.866.2475 ♦ FAX: 505.866.3388

September 25, 2012

Journey Circle Dedication

Journey Circle is located in the Meadowlake area and is in Commission District V. This section of road is approximately 1,250 feet and 30' wide dirt road that is maintained by Valencia County Road Department.

Journey Circle is a local (residential) roadway. The road has been established as a public road on subdivision plat. There are currently 5 homes located off Journey Circle and are located on the south side of Journey Circle all of which use this road to access their homes.

In accepting the additional 10' of Right of Way from the Chavez's family, this will allow for Journey Circle to be in compliance with County 40' right of way standards.

If accepted by the County the road department will continue to maintain Journey Circle along with grading the additional 10' of right of way,

Lina Benavidez
Engineer Aide

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Erik Tanner

Individual Making Request: Erik Tanner

Presentation at Meeting on: October 17th, 2012

Date Submitted: October 3rd, 2012

Title of Request: Request to accept State appropriated funds

Action Requested of Commission:

Request to accept State appropriated funds for a shelter expansion.

Information Background and Rationale

The attached Capital Appropriation Project makes financial provisions available to the Animal Shelter in the amount of \$150,000 to design and construct an expansion to the Animal Shelter to include an on-site surgical facility to provide low cost spay/neuter for low-income residents. This will result in a decrease of unwanted litters of puppies and kittens being turned into the animal shelter, eventually reducing operating costs and lowering euthanasia numbers.

Legal:

This Agreement is in the State's Standard form of Agreement for Severance Tax Bond Capital Appropriation Projects, and provides the County with \$150,000.00 to design and construct an expansion to the Valencia County Animal Shelter. D.P.

Finance:

No negative financial impact. CC

County Manager:

This appropriation is the result of several Animal Controls efforts to provide reasonable cost-effective spay/neuter services.

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
SEVERANCE TAX BOND CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2012, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or "DFA", and the Valencia County, hereinafter called the "Grantee." The Effective Date of this agreement is the date of the last signature by both the Department and the Grantee.

RECITALS

WHEREAS, in the Laws of 2012, Chapter 64, Section 16, Para. 151 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement.

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1. NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iii) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (iv) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

12-L-G-1498 \$150,000.00 Appropriation Reversion Date: June 30, 2016
Laws of 2012, Chapter 64, Section 16, Paragraph 151, one hundred fifty thousand dollars
(\$150,000) to design and construct an expansion of the animal control facility in Los Lunas
in Valencia county.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited herein Article I. A., the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I. A. is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, requests for payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse* Grantee (hereinafter referred to as "Notice of Obligation") for invoices. Notice of Obligation's will be issued in increments of \$50,000.00. This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a.)The Adjusted Appropriation Amount identified in Article I. A., herein or (b.)The total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth Article IX. herein; and
- (v) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations), to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

* "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations), as soon as possible after execution by the Third Party but prior to execution by the Grantee.

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.

c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Valencia County
Name: Lawrence Esquibel
Title: County Manager (Interim)
Address: P.O. Box 1119, Los Lunas, NM, 87031
Email: it@co.valencia.nm.us
Telephone: 505-866-2095
FAX: 505-866-2424

Department: DFA/Local Government Division
Name: Ms. Ariana Vigil
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: arianam.vigil@state.nm.us
Telephone: 505-827-8074
FAX: 505-82-4948

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I. A., the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2016**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V. herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V. A.

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: de-authorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I. and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the

effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V.B.

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI. D. herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II. herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V. herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI.A., the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V. A. (iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit I. The Department shall provide the Grantee with a minimum of thirty (30) days advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit I. The Department shall provide Grantee with a minimum of thirty (30) days advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In lieu of the paper reports described in subparagraphs A and B of this Article, the Department may, in its discretion, require Grantee to report periodic and final Project activity by entering such Project information as the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days advance, written notice of the switch to or from paperless reporting. The Department shall also give Grantee a minimum of thirty (30) days advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII., the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this article.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit II. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III. herein, that the expenditures are valid or are liabilities incurred by the

Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within 15 calendar days from the date of cashing or depositing of the State warrant.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed **\$25,000**; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II. herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II. herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The Grantee hereby represents and warrants that all of the following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Grantee insures compliance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time

of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance written approval.

(v) The Grantee has the legal authority to receive and expend the Project's funds.

(vi) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(vii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

(viii) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(ix) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(x) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and federal whistleblower laws. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(xi) The Grantee certifies, to the best of its knowledge and belief, no funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub-awards, including subcontracts, loans and cooperative agreements. All sub-recipients shall be required to certify accordingly.

(xii) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank

account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part of all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Grantee may immediately terminate this Agreement by giving Contractor written notice of such termination. The Grantee's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. The Contractor hereby waives any rights to assert an impairment of contract claim against the Grantee, DFA, or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Grantee or DFA."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a DFA Grant Agreement. Should the DFA early terminate the grant agreement, the Grantee may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay Contractor or vendor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. SEVERANCE TAX BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department’s obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursement rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement as of the date of the first above written.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Mayor, County Commission Chairman

Date _____

(Type or Print Name)

STATE OF NEW MEXICO)

)ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____

seal

Notary Public

My Commission Expires: _____

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By: Ryan Gleason, Director

Date _____

STATE OF NEW MEXICO)

)ss

COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____

seal

Notary Public

My Commission Expires: _____

STATE OF NEW MEXICO
SPECIAL APPROPRIATIONS PROJECTS
Periodic/Final Report Form
Exhibit "I"

☐ **PERIODIC REPORT** ☐ **FINAL REPORT**

(Complete one report form for each project included in the Agreement)

Grantee: _____

Project Number: _____ **Reporting Period:** _____

1. Please provide a detailed status of project referenced above.

A. Contracts (provide contract #, vendor name, dates entered and termination)

Contract # _____ Vendor _____

Contract amount # _____ Date executed _____ Termination _____

B. Project Phase

Bonds sold ☐ Plan/design ☐ Bid documents ☐ Construction Phase ☐
(provide anticipated date of commencement and completion for each phase)

2. Project Amount: _____

Expended to date: _____

Grant Balance: _____

☐ **PERIODIC REPORT**

I hereby certify that the aforementioned Special Appropriations Project funds are being expended in accordance with the Project description (Exhibit A) of the Grant Agreement, and in compliance with all other applicable state statutory/regulatory requirements.

☐ **FINAL REPORT**

I hereby certify that the aforementioned Special Appropriations project funds have been completed and funds were expended in accordance with the Project description (Exhibit A) of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Name/Title

Date

STATE OF NEW MEXICO
SPECIAL APPROPRIATIONS PROJECTS
Request for Payment Form
Exhibit "II"

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
B. Address: _____
Complete Mailing, including Suite, if applicable

City State Zip
C. Phone No: () _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

- A. Grant Amount: _____
B. AIPP Amount (If Applicable) _____
C. Funds Requested to Date: _____
D. Amount Requested this Payment: _____
E. Grant Balance: _____
F. ☐ GF ☐ STB (attach wire if 1st draw)
G. Payment Request No. _____

- III. Fiscal Year Expenditure Period Ending: (Jan-Jun) ☐ Fiscal
(check one) (Jul-Dec) ☐ Year _____

- IV. Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer

Grantee Representative

Printed Name
Date: _____

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20 _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20 _____

Notary Public _____
My Commission expires _____

Notary Public _____
My Commission expires _____

(DFA/Local Government Division Use Only)

Vendor Code: _____
Loc No.: _____

Fund No.: _____

Division Fiscal Officer	Date
I certify that the Local Government financial and vendor file information agree with the above submitted information	

Division Project Manager	Date
I certify that the Local Government records and related appropriation laws agree with the above submitted information	

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: N/A

Individual Making Request: Mark Gwinn

Presentation at Meeting on: October 17, 2012

Date Submitted: October 17, 2012

Title of Request: Consideration of Acceptance of Census and Petition for the Incorporation of Rio Communities

Action Requested of Commission:

The Board of County Commissioners is being asked to officially accept the census provided by the individuals requesting incorporation of the Rio Communities area and to accept the filing of the petition for incorporation pursuant to NMSA 1978, Section 3-2-1 (1965).

Information Background and Rationale

Citizens of the unincorporated area of the County, known as Rio Communities, desire to incorporate as a municipality. Since the City of Belen has approved the annexation of the area, as an urbanized territory, the filing of the petition and acceptance of the census is the first official step toward holding an election on the question of incorporation.

What is the Financial Impact of this Request?

Legal:

Once this petition is officially filed with the County, the Board of County Commissioners will have to determine within 30 days if: (1) from the voter registration list in the office of the county clerk if the signers of the petition are qualified electors residing in the territory proposed to be incorporated; or (2) from the tax schedules of the county if any of the owners of the real estate who signed the petition are delinquent in the payment of property taxes; and (3) if the territory proposed to be incorporated is within an existing municipality or within the urbanized area of a municipality.

Within 15 days of that determination the Commission will have to determine if Sections 3-2-1 through 3-2-3 NMSA 1978 have been met (the requirements for incorporation) and shall have its determination recorded in the minutes of its meeting. If the requirements have been met, the Commission shall call for an election on the incorporation to be held on January 8, 2012

Finance:

A detailed analysis is needed; however the short answer is that there will be a decrease in GRT revenues to the County. There are an unidentified number of businesses in the Rio Communities area. The GRT revenues generated off of these businesses and any future business growth will be lost.

County Manager:

No Comment. BS

October 10, 2012

VALENCIA COUNTY COMMISSIONERS:
LETTER OF REQUEST TO INCORPORATE

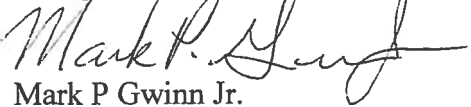
This letter is to inform the Valencia County Commissioners of our intent to incorporate, Rio Community and Chamesa, into a municipality. The set site has the boundaries of, Sherrod Blvd as the northern boundaries, Military Rd as the eastern boundaries, Navajo Loop and Rio Grande Stables Rd as the southern boundaries, The Rio Grande river will be part of the western boundaries past the Allsup's convenience store, then along highway 47 to Sherrod Blvd.

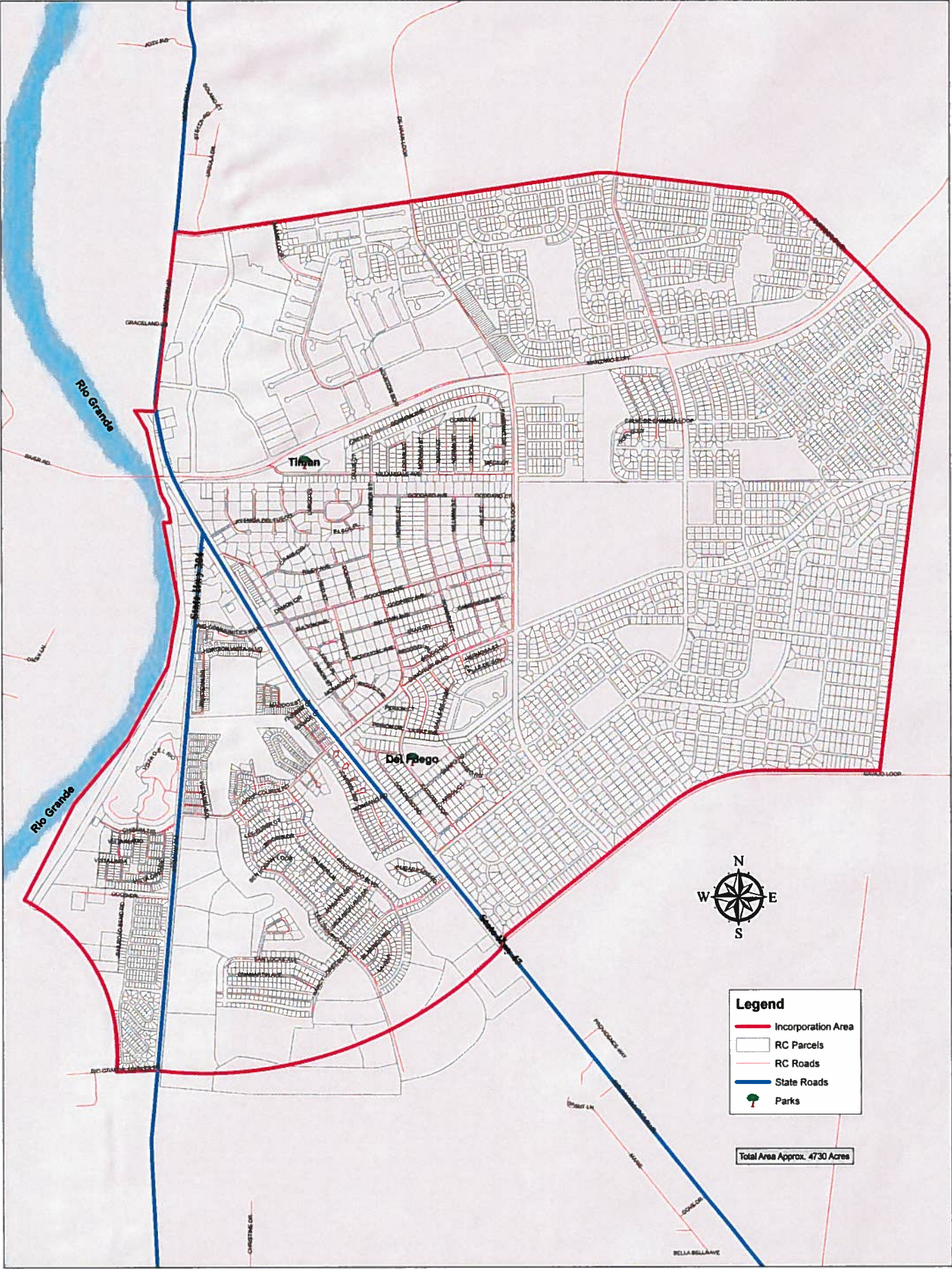
We have collected well over 200 qualified signatures on a signed petition to incorporate. Who are owners of real estate within the incorporated territory. We have an accurate map which will show the boundaries of the territory purposed to be incorporated. We also have copies of the 2010 census of the purposed territory to be incorporated.

We have the City of Belen Resolution No. 2012-18. Approval is hereby granted to Rio Communities to incorporate as a municipality.

At this time we are asking the county commissioners to grant a date in January for our residents to vote to incorporate.

Incorporation committee chair,


Mark P Gwinn Jr.



CITY OF BELEN

RESOLUTION NO. 2012-18

A RESOLUTION APPROVING THE INCORPORATION OF RIO COMMUNITIES.

WHEREAS, on September 9, 2012, Rio Communities submitted a letter to the City of Belen requesting the City of Belen to approve the incorporation of Rio Communities; and

WHEREAS, as set forth under Chapter 3, Section 3-2-3 of the New Mexico State Statutes. Rio Communities is defined as an Urban Territory due to Rio Communities location within five miles of the boundary of a municipality (City of Belen), and

WHEREAS, as set further set forth under Chapter 3, Section 3-2-3 of the New Mexico State Statutes, no Urban Territory shall incorporate without the municipality or municipalities causing the urbanized territory approve, by resolution, the incorporation of the territory as a municipality, and

WHEREAS, it has been determined that it is not in the best economical interest of the City of Belen to pursue annexation of Rio Communities at this time, and

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Belen, approval is hereby granted to Rio Communities to incorporate as a municipality.

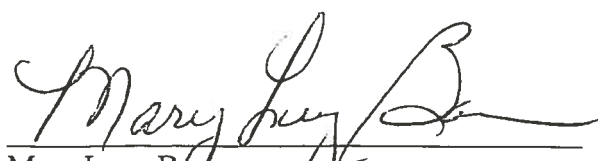
ADOPTED AND APPROVED THIS DAY OF October 1, 2012.



Rudy Jaramillo, Mayor

(SEAL)

ATTEST:



Mary Lucy Baca
City Manager, CMC

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Rio Communities, New Mexico Population: Census 2010 and 2000 Interactive Map, Demographics, Statistics, Quick Facts



[Compare Versions Free Version](#)

Compare population statistics about Rio Communities, NM by race, age, gender, Latino/Hispanic origin etc. [CensusViewer](#) delivers detailed demographics and population statistics from the 2010 Census, 2000 Census, American Community Survey (ACS), registered voter files, commercial data sources and more.

Experience breakthrough technology for census data discovery, population analysis and visualization over Bing Maps. Visually "fly over" a state, viewing in great detail the census blocks, census tracts, cities, counties and various political districts in your selection or "zoom down" to the street level to get demographic statistics and information about the population in an individual census block or census tract.

Click on any map link to see our blazing-fast data visualization over Bing Maps in action. [Read more](#) about the unprecedented demographic insight and analytical power of CensusViewer interactive maps.

[CensusViewer maps, data and statistics pages for all states, counties and cities.](#)

Rio Communities, New Mexico - Overview				2000-2010 Change			
		2010 Census	2000 Census	Counts Percentages Counts Percentages Change Percentages			
Total Population		4,723	100.00%	4,213	100.00%	510	12.11%
Total Population							
Population by Race							
American Indian and Alaska native alone		79	1.67%	54	1.28%	25	0.59%
Asian alone		24	0.51%	20	0.47%	4	0.09%
Black or African American alone		110	2.33%	132	3.13%	-22	-0.52%
Native Hawaiian and Other Pacific native alone 1			0.02%	7	0.17%	-6	-0.14%
Some other race alone		429	9.08%	476	11.30%	-47	-1.12%
Two or more races		142	3.01%	159	3.77%	-17	-0.40%
White alone		3,938	83.38%	3,365	79.87%	573	13.60%
Population by Hispanic or Latino Origin (of any race)							
Persons of Hispanic or Latino Origin		2,183	46.22%	1,561	37.05%	622	14.76%
Persons Not of Hispanic or Latino Origin		2,540	53.78%	2,652	62.95%	-112	-2.66%
Population by Gender							
Male		2,232	47.26%	1,977	46.93%	255	6.05%
Female		2,491	52.74%	2,236	53.07%	255	6.05%
Population by Age							

Persons 0 to 4 years	283	5.99%	225	5.34%	58	1.38%
Persons 5 to 17 years	802	16.98%	752	17.85%	50	1.19%
Persons 18 to 64 years	2,528	53.53%	2,157	51.20%	371	8.81%
Persons 65 years and over	1,110	23.50%	1,079	25.61%	31	0.74%

CensusViewer - Graphs & Tables: Race by Age

CensusViewer - Graphs & Tables: Hispanic/Latino Origin

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2010 Census Interactive Population Search

NM - Rio Communities CDP

Population	
Total Population	4,723

Housing Status (in housing units unless noted)	
Total	2,140
Occupied	1,996
Owner-occupied	1,655
Population in owner-occupied (number of individuals)	3,899
Renter-occupied	341
Population in renter-occupied (number of individuals)	824
Households with individuals under 18	9
Vacant	144
Vacant: for rent	39
Vacant: for sale	37

Population by Sex/Age	
Male	2,232
Female	2,491
Under 18	1,085
18 & over	3,638
20 - 24	216
25 - 34	429
35 - 49	762
50 - 64	1,013
65 & over	1,110

Population by Ethnicity	
Hispanic or Latino	2,183
Non Hispanic or Latino	2,540

Population by Race	
White	3,938
African American	110
Asian	24
American Indian and Alaska Native	79

Native Hawaiian and Pacific Islander	1
Other	429
Identified by two or more	142

END

OF

AGENDA
