



**November 7, 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 17, 2012....Business Meeting

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

**PRESENTATION(S)**

- 5) Public Works Department update. / Kelly Bouska
- 6) County Manager update. / Bruce Swingle

**DISCUSSION (Non-Action) ITEM(S)**

None

**ACTION ITEM(S)**

- 7) Consideration of the Board of County Commission to direct the County Clerk to begin the Canvass of the 2012 Election / **Sally Perea**
- 8) Consideration of the 2013 VFA Grant award governmental services agreement between State of New Mexico Governmental Energy, Minerals and Natural Resources Department and Valencia County for part-time seasonal employment of Wild-Land Fire coordinator. / **Steven Gonzales**
- 9) Consideration of Resolution 2012-\_\_ & Proclamation Calling for a Special Election on the question of whether the area of Rio Communities should become an incorporated municipality. / **Mark Gwinn**

**FINANCIAL MATTERS:**

- 10) Approval of 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 21, 2012 @ 9:30 a.m. – Regular Business Meeting**  
**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 17, 2012

PRESENT	ABSENT
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 Chairman Holliday. Motion carried unanimously.

4) Approval of Minutes-October 3, 2012- Business Meeting

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

### PRESENTATION(S)

5) Valencia County Cooperative Extension Service / Quarterly Reports- Laura Bittner  
Valencia County Cooperative Extension Service Home Economists Ms. Laura Bittner and 4-H Agent Ms. Vera Gibson presented the Extension Services quarterly report which included The Strong Women's Program, The Foot in the Door Job Seeking Re-entry Program, The Healthy Cooking Class Series, The I-Can Program, presentation of the Small Business Workshop, Tamale workshop, Holiday Make & Take Craft Food Extravaganza, graduation of the Master Gardener Trainee's, Community 4-H Fairs, the 4-H Programs Activities and the 7<sup>th</sup> Annual Fall Fun Festival.

Commissioner Otero-Kirkham thanked Ms. Bittner and Ms. Gibson for all the work they do for the children of Valencia County.

6) Elmer Fortune Day Proclamation-100<sup>th</sup> Birthday- Commissioner Georgia Otero-Kirkham. Mr. Fortune was not present so Commissioner Otero-Kirkham will present the Proclamation to him at a later time.

7) Update on Tyler Computer software Conversion – Lawrence Esquibel

Valencia County IT Director Lawrence Esquibel gave a brief update on the Tyler Computer Software Conversion. Mr. Esquibel stated all of the IT needs have been addressed and are in place. The Encode servers, an application and database, for finance have both been configured by Tyler and are awaiting the import of "Good" data. The financial implementation has been postponed twice allowing the new Finance Director the opportunity to become more familiar with the office and the issues involved. The CRM, Customer Relationship Management, module implementation for business licensing and Animal Control is up and running. The Clerk's Office implementation is proceeding on schedule and the tables for both the Assessor and Treasurer's Office are at this time confirmed. These are the positives. Overall we should be much further along than we currently are, but several issues have contributed to the delay. All of these factors exist on the county's side for the conversion process. Among those factors that have contributed to the delay of the conversion process are the departure of numerous key members of both management and finance and the disparities in the accounting systems in the Finance and the Treasurer's Office. Last December this commission gave authorization for a 2 year contract with Triadic for their hardware and software support. It is now apparent that an additional six months of software support will be needed to complete the conversion.

with Triadic. Mr. Esquibel said he wished he had an answer but the last contract was about \$5,700.00 a month.

Mr. Swingle said the cost of \$6,000.00 per month was budgeted. They did a budget re-allocation about a month ago. \$10,000.00 per month was reserved for January –June of next year in anticipation of an increase. The owner of Triadic did indicate that there would be an increase.

#### 8) Update on Detention Center –Joe Chavez

Adult Detention Warden Joe Chavez said currently they are over crowded and have been for quite some time now. Presently he has forty inmates housed at Cibola due to overcrowding. The jail was originally opened to hold 96 inmates but due to internal changes in the housing of inmates, the jail can house 145 inmates comfortably with two inmates to a cell and this includes utilizing the old jail where the female inmates are currently being held. If the inmate population goes over 145 they start housing three to a cell which has become the norm since 2011. Once the population goes over 165, that's when they ship out to other counties and they are currently at 240 inmates total population. The expansion with twenty cells will hold forty inmates. Twenty of the inmates will be female because they will be moving the female inmates to the expansion. Right now the current population is holding at twenty females. So this will only give him twenty extra beds when the expansion is complete and he will still be holding inmates out of county. The expansion right now is only a band aid for the increasing population of Valencia County and would like for the commission to entertain the thought of possibly coming out with a GRT (Gross Receipts Tax) for the jail which could be used to build a new jail or a bigger expansion to increase the jails bed capacity. There is revenue in housing inmates from other counties. If there was a new jail built the existing jail could be used for female housing or for a juvenile detention center. He and the county manager have been in discussions with Judge Tina Gallegos, Jamie Goldberg from District Court and Chris Marquez from Pre-Trial Services on expanding the Pre-Trial Services due to the overcrowding. They can expand the Pre-Trial Services for an estimated cost of \$70,000.00 which would take the jail population down by 40-60 inmates.

Commissioner Otero-Kirkham asked for an update of the status of the construction of the new pods for the jail.

Warden Chavez said all the logistics has been completed and now it's just of matter of the pods being picked up and delivered. Once he gets an actual delivery date, he will get with the road department to get some railroad ties placed so that the cells won't sit on the ground. They should arrive no later than 2-3 weeks and should take about six months to construct.

Mr. Swingle said they have been working with Magistrate and District Court in regards to the Pre-Trial Services and the county has a contract in place now in the amount of \$50,000.00 and one person is providing those services which are keeping 40 individuals out of jail per day. They would like to expand that to \$75,000.00 and have two people to provide that service. This is something the county needs to consider as this will keep 60-80 people out of Detention Center Facility per day

In regards to the jail expansion, there is a protest in place and that issue will be addressed shortly. AIC the contractor that was the low bidder has submitted a letter to the county indicating that he did not include the purchase of the security doors in their bid. He thought that was going to be provided by the county and the increase is to 1.95 million dollars, still making him the low bidder. The county has 1.133 million dollars in the budget to address this addition. It might be appropriate to de-scope this project to basically reject the bids. The 1.333 million dollars the county has in place and the bid of almost 1.2 million, exceeds what the county has budgeted and does not include the cost of moving the units to Valencia County and the loading and unloading will be a substantial expense. That also does not include the material and infrastructure that's going to have to be put in, so we are looking at several hundred thousand dollars more, this does not include any change orders that may be required. We need to de-scope this and see what we can do without in this facility.

Chairman Holliday said this was presented to the public to extend the GRT (Gross Receipts Tax) that was in place and it was voted down two years ago.

Commissioner Gentry said if we look at the liability, the risk, the unfairness of it and if you look at the new jail, it's full of men. To not realize that this is more of a human effort, then it is a financial effort to get those females out of that cellar, where the sewer doesn't work and where all the toxics are. That's the hell hole of this county. His and Commissioner Otero-Kirkham's whole purpose was to relieve that problem and believes that is more important than not doing the project or going backwards on it for a couple of hundred

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thousand dollars. This is not just to relieve the farming out of prisoners but it's to get the female inmates into a decent clean holding place.

Commissioner Otero-Kirkham said she and Commissioner Gentry have been working on this project for eight years. This is an inhuman situation and we need to get those women out of there and if we can reduce sending out those prisoners by twenty, that will help. Let's just get this project done. If one of those inmates gets hurt because the way we're housing them, the county is going to pay a lot more than \$200,000.00.

Mr. Swingle asked if it's the commission's recommendation to go with the low bid, however this works out. Commissioner Otero-Kirkham asked if it's statutory that they have to go with the low bid. Not necessarily it's more of a legal question as far as the protest and on those issues that has come up.

County Attorney Dave Pato stated the protest has been filed and Mr. Vinyard is statutorily required to make a determination on the protest. Certainly this discussion asks whether or not the county wants to spend additional money, it's important in helping estimate that determination. If the county doesn't have the funds available to complete the project with this change of the lowest bidder protest, direction is needed before they can proceed with the statutory resolution of that protest.

Commissioner Otero-Kirkham's thoughts were if a local bidder would do it, it would cost less if there was no travel involved. If we can rebid it, it might be simpler if we do.

Commissioner Gentry said because of the nature of this project and the original bid has already held the county up and now we have another problem of more money added to it, he would like those bids cancelled. Reject all of them, re-scope it as mentioned, look at the scoping, get more definition on what you're going to get for your money, go back out to bid and see if we can't get more competitive and place it on a fast track and get it done and get something solid. Everyone has shown their card and we'll see where we go from there. Commissioner Otero-Kirkham asked is this the direction? Chairman Holliday said "yes that's the direction."

#### **DISCUSSION (Non-Action) ITEM(S)**

Commissioner Otero-Kirkham asked how the RFP for the solid waste was progressing. County Manager Bruce Swingle stated there were a number of complainants but they never contacted the county, they contacted the media which seems to be a very common practice down here but in this case there's a lot of legitimacy to their complaints. They are complaining that the transfer station has been closed quite often lately and that's true for the months September and October. The main reason they are complaining is that there is a total of three trailers that are operating out of the transfer station. One trailer is set up to pick up waste, when that trailer is full, it's hauled off and sent to the landfill and another trailer is pulled in. It's kind of a seamless process to keep dumping trash and one trailer is down with significant mechanical problems. Over the weekend someone went and lit a fire in one of the trailers which caused serious damage and they are working on assessing the damage in order to move forward.

As far as the RFP, the process is on time and moving forward. Mr. Vinyard had the candidates attend a presentation in which they reviewed the RFP and gave them a window to discuss any questions they had and believes they have until October 30<sup>th</sup> to submit their proposals.

#### **COUNTY COMMISSION CONVENES AS THE INDIGENT CLAIMS BOARD**

Chairman Holliday moved to convene as the Indigent Claims Board. Seconded by Commissioner Otero-Kirkham. Motion carried 4-0.

9) Consideration of the Indigent Report / 3 Appeals for October 17, 2012-Barbara Baker  
Ms. Barbara Baker presented the Indigent Claims from September 7, 2012 to October 3, 2012 and requests approval of \$42,549.99.

Chairman Holliday moved for approval. Seconded by Commissioner Gentry. Motion carried 3-0. (Commissioner Otero-Kirkham was absent for this vote)

Ms. Baker presented an Indigent Appeal for Jesus Escarcega in the amount of \$2,455.85 and requested approval of \$1,891.00 to UNM Health Sciences Center.

Ms. Baker presented an Indigent Appeal for Joe McDougal in the amount of \$1,156.00 and request approval of \$890.12 to UNM Health Sciences Center.

Ms. Baker presented an Indigent Appeal for Ruben Davis in the amount of \$6,857.00 and \$14,983.33. Ms. Baker requests approval of \$1,000.00 to be paid on each bill to Lovelace Medical Center.

Commissioner Romero. Motion carried 4-0.

**BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS**

Commissioner Gentry moved to re-convene as Board of County Commissioners. Seconded by Chairman Holliday. Motion carried 4-0.

**ACTION ITEM(S)**

10) Consideration to Approve Resolution 2012 -32, Accepting an Additional 10' of Right of Way on Journey Circle as a County Maintained Road – Kelly Bouska.

Commissioner Otero-Kirkham moved for approval. Seconded by Chairman Holliday. Motion carried 4-0.

County Clerk Sally Perea announced Resolution 2012-32

11) Consideration to Approve the Severance Bond Capital Appropriation Project Between State of New Mexico Department of Finance Administration and Valencia County Animal Shelter – Erik Tanner.

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

12) Consideration of Acceptance of Census and Petition for the Incorporation of Rio Communities – Mark Gwinn.

Mr. Gwinn stated that after providing the census, the petitions and the maps they were requesting that the commission approve January 8, 2012 as Election Day for the incorporation of Rio Communities.

Commissioner Otero-Kirkham asked if the county pays for this election or will the Rio Communities Association pay for that? Mr. Gwinn said that will be worked out and see where they stand.

County Attorney Adren Nance stated although these documents have been floating around including the petition and the map, the official action today would be to accept the census and the actual petition. That would be the motion vote today and once that happens it starts the time period of thirty days to review these documents that have been submitted, as well as another time period that will go into effect which is another fifteen day time period to determine that everything been done. He believes after talking to the county clerk that most of this information has been reviewed so then this can be placed on a faster track and then maybe at the next commission meeting make these actual determinations on staff's recommendation.

Commissioner Gentry made a motion to accept. Seconded by Commissioner Romero. Motion carried unanimously.

**FINANCIAL MATTERS:**

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

Commissioner Gentry moved for approval of Payroll / Warrants. Seconded by Commissioner Romero. Motion carried 4-0.

Commissioner Otero-Kirkham said the Indigent Fund is now at \$2,755,000.00. Why are we not using this by either adding more people to help or increasing the reimbursements and services?

County Manager Bruce Swingle believes the commission has the ability to expand the use of the funds. It was discussed at several meetings about using this money in the detention center. He's worked with Barbara and she in turn has been working with state officials and the Indigent Affiliate to see if the county can use those indigent funds for the inmates. They wanted to use those funds to pay the county's healthcare provider in the facility but that is not authorized, this is more of a state requirement. What we can do is bill for every one of those inmates.

Commissioner Gentry said what could possibly be done is to suspend the tax collection of that or reduce the tax that's imposed on that, then trigger that when the balance gets to a certain point and replenish it. The other thing that we probably will use this for is that there's going to be two hospitals in Valencia County and each of them could maybe acquire indigent support out of that.

Commissioner Otero-Kirkham is concerned that the State may come in and take this fund if it's not being used. Maybe additional services can be added such as dental and vision or some type of medical education.

**PUBLIC COMMENT:**

Those members of the public making comments at today's Business Meeting were Valencia County residents Clarke Metcalf, Bob Gostischa and Mike Wood.

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**EXECUTIVE SESSION**

**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.

No Executive Session Scheduled for today's Business Meeting.

The next Regular Meeting of the Valencia County Board of County Commission will be held on November 7, 2012 at 9:30 A.M. in the County Board, 444 Luna Ave., Los Lunas, NM 87031.

**11) Adjournment**

Commissioner Otero-Kirkham moved for adjournment. Seconded by Commissioner Gentry. Motion carried unanimously. TIME: 11:01 A.M.

**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the, October 17, 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, CHAIRMAN**

\_\_\_\_\_  
**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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**VALENCIA COUNTY**  
**Board of County Commissioners**

**Agenda Request Form**

**Department Head:** County Clerk  
**Individual Making Request:** Sally Perea  
**Presentation at Meeting on:** November 7, 2012  
**Date Submitted:** October 29, 2012  
**Title of Request:** Begin Canvass of 2012 General Election

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**Action Requested of Commission:**

Consideration of the Board of County Commission to direct the county clerk to begin the canvass of the 2012 General Election and to recess as the canvassing board to re-convene on November 16<sup>th</sup> to declare the results of the election.

**Information Background and Rationale**

Statute 1-13-3 states the county canvassing board shall meet within three days after the election and proceed to canvass the returns of the election. Statute 1-13-12 states the county canvassing board shall complete the canvass of the returns and declare the results within ten days from the date of the election and immediately after completion of the canvass, shall also certify to the state canvassing board the number of votes cast for all candidates.

**What is the Financial Impact of this Request?**

None

**Staff Comments**

**Legal:**

Pursuant to NMSA 1978, § 1-13-3 (1969), the County is statutorily obligated to commence the canvassing within three days after the election. The County Clerk has proposed to commence and continue the canvassing so the Board may satisfy its statutory obligation, and to have a special meeting November 16th to complete the canvass of the returns and declare the results, as required by NMSA 1978, § 1-13-13 (1969). D.P.

**Finance:**

No negative financial impact. CC

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**VALENCIA COUNTY**  
**Board of County Commissioners**

**Agenda Request Form**

**Department Head:** Steven Gonzales

**Individual Making Request:** Steven Gonzales

**Presentation at Meeting on:** November 7, 2012

**Date Submitted:** 10/31/12

**Title of Request:** VFA Grant

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**Action Requested of Commission:**

Consideration of the 2013 VFA Grant award governmental services agreement between State of NM Governmental Energy, Minerals and Natural Resources Department and VALENCIA COUNTY for part-time seasonal employment of Wildland Fire Coordinator.

**Information Background and Rationale**

The Wildland Coordinator is responsible for wildland training for firefighters, administering the Incident Qualification System Red Cards, submitting grant requests, and coordinating Valencia County's participation in the Resource Mobilization Plan.

**What is the Financial Impact of this Request?**

The VFA Grant award is for \$15,000 for Wildland Coordinator wages. All wages paid by the county will be reimbursed by the Grant award. The 10% county match will be met with In-Kind documented hours.

**Staff Comments**

**Legal:**

NMENRD removed the liability section at the suggestion of legal and request of the Fire Chief. Consequently, the agreement is now legally sufficient to approve. AN

**Finance:**

No negative financial impact. CC

**County Manager:**

**STATE OF NEW MEXICO  
GOVERNMENTAL SERVICES AGREEMENT  
BETWEEN THE  
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT  
AND  
VALENCIA COUNTY**

**THIS AGREEMENT** is made and entered into by and between the State of New Mexico Energy, Minerals, and Natural Resources Department (EMNRD) and Valencia County (County).

**THE PARTIES MUTUALLY AGREE:**

1. Scope of Work: Contractor shall:

Hire a Wildland Fire Coordinator (Coordinator) who shall coordinate fire management activities in Valencia County with federal, state, and local government agencies having responsibility for wildland fire management, including the Valencia inter-agency dispatch center. Tasks to be performed by the Coordinator under this Agreement shall be as follows

A. Participate in wildland/urban interface assessment planning and assist in coordinating projects in communities at risk areas identified in Valencia County with EMNRD and other federal, state, and local government agencies and the public.

B. Participate in the New Mexico Resource Mobilization Plan (Plan) Coordinating Groups' annual meeting. Implement Plan to support wildland fires in New Mexico.

C. Assess and document county-wide wildland fire and Incident Command System (ICS) training needs and coordinate wildland fire and ICS training courses for County fire fighters, as they become available with EMNRD. Work with County fire departments to ensure fire fighters are aware of wildland fire classes county-wide. Work with the Valencia County Fire Chiefs Association (Association), or similar organization, to determine basic, intermediate, and advanced wildland fire fighter training courses to be provided to the Associations and other cooperating agencies.

D. Implement the National Wildland qualifications system for County fire fighters. Develop individual qualifications files, to be retained by the County (including information on courses completed, whether the fire fighter meets fitness requirements, etc.) for fire fighters who are wildland qualified to track training, experience, fitness, and qualifications.

E. Apply for grants that provide funding for fire departments to increase their capability to address wildland/urban interface issues. Documents grant opportunities and applications.

F. Develop and implement county-wide standards for wildland and structural fire fighter training in order to make fire fighters aware of safety issues and improve their performance.

G. Develop and implement a plan for recruiting and retaining volunteer fire fighters.

H. Develop and implement a Fire Prevention Plan to help minimize the number of human-caused fires and help protect wildland/urban interface areas.

I. Conduct inspections of federal excess property and provide written inspection reports to EMNRD, Forestry Division quarterly.

J. Work with Class 9 and 10 fire departments as defined by the State Fire Marshal's Office to increase ISO rating.

K. Offer basic, advanced, and RT-130 refresher wildland fire trainings.

L. Provide written progress reports to EMNRD on a quarterly basis, with each request for reimbursement to include:

1) a list of volunteer fire departments worked with during that quarter signed by the Chief or Deputy Chief of each department and copies of all plans developed;

2) a list of wildland fire courses and total number of students scheduled, completed and maintained in IQS that quarter;

3) names and contact information of homeowners visited and assisted during assessment and implementation of wildland urban interface projects; and

4) copies of grant applications submitted.

2. Compensation:

A. EMNRD shall pay Contractor for services satisfactorily performed pursuant to the Scope of Work in an amount not to exceed fifteen thousand dollars (\$15,000.00), including New Mexico gross receipts taxes, if any, and any travel necessary, pursuant to Paragraph B of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below for each deliverable:

Salary and benefits for Wildland Fire Coordinator for a minimum of 20 hours of work performed in a two-week pay period for this Agreement's term to accomplish Tasks A-L in the Scope of Work.	\$20.25/hour, not to exceed \$15,000.00
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This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein or the amounts state per task. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

All payments shall be computed at the matching rate of 90 percent federal and 10 percent non-federal. County shall provide evidence of matching funds satisfactory to EMNRD with each request for reimbursement. Local matching funds and in-kind match at \$20.25 per hour shall be no less than one thousand nine hundred eighty nine dollars (\$1,989.00) through the life of the Agreement.

B. EMNRD shall pay such travel expenses as may be incurred in, and that are necessary for, this Agreement's performance at the rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1, *et seq.* as implemented by the current Department of Finance and Administration (DFA) rule and the current EMNRD travel policy.

C. Contractor shall be responsible for paying New Mexico Governmental Gross Receipts taxes, if any, levied on amounts payable under this Agreement.

D. Contractor must submit detailed statements accounting for all services performed, goods obtained, and expenses incurred. Vouchers must be supported by approved purchase order or equivalent document and invoice by the supplier, evidencing the propriety of each claim for payment. Wage amounts charged shall be based upon payrolls maintained by Contractor and must be supported by time and attendance sheets. If EMNRD finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from the Contractor that payment is requested, and (ii) all supporting documentation, EMNRD shall provide the Contractor a letter of exception explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps the Contractor may take to provide remedial action. Upon EMNRD's certification that the statement, supporting documentation, services, goods, or expenses have been received

and accepted, EMNRD shall tender payment to the Contractor within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein.

3. Auditing Procedures:

A. Equipment – Equipment County acquires under this Agreement shall be subject to audit by EMNRD pursuant to Office of Management and Budget Circular A-133. Title to the equipment vests in the County. The County shall manage, use, and dispose of the equipment in accordance with 7 C.F.R. 3016.32 (Attachment A).

B. Supplies – Supplies the County acquires under this Agreement that are worth more than one hundred dollars (\$100.00) shall be subject to EMNRD's audit pursuant to Office of Management and Budget Circular A-133. Title to the supplies vests in the County.

4. Term: This Agreement becomes effective when executed by an authorized representative of Contractor and of EMNRD and when DFA encumbers funds for this Agreement. It shall terminate on December 31, 2013, unless earlier terminated pursuant to Section 5, Termination, or Section 6, Appropriations, below.

5. Termination:

A. Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. Except as otherwise allowed or provided under this Agreement, EMNRD's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination. The Contractor shall submit an invoice for such work within 30 days of receiving the notice of termination. By such termination, neither party may nullify obligations or duties accrued prior to the termination date.

B. Immediately upon receipt by either EMNRD or the Contractor of notice of termination of this Agreement, the Contractor shall:

1) not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without EMNRD's written approval;

2) comply with all directives EMNRD issues in the notice of termination as to the performance of work under this Agreement; and

3) take such action as EMNRD directs for the protection, preservation, retention, or transfer of all property titled to EMNRD and records generated under this Agreement.

C. Any non-expendable personal property or equipment provided to or



purchased by the Contractor with Agreement funds shall become EMNRD's property upon termination and Contractor shall submit such property or equipment to EMNRD as soon as practicable.

D. If EMNRD proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, Contractor shall have the option to terminate the Agreement, or to agree to the reduced funding, within 30 days of receipt of the proposed amendment.

6. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature and the U.S. Department of Agriculture (USDA) granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to Contractor. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Contractor.

7 Status of Contractor: The Contractor and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that written authority.

8. Assignment: Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

9. Subcontracting: Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Contractor in relation to a subcontract if Contractor does not obtain prior written approval.

A. Contractor is required to provide EMNRD with evidence of competitive procurement for any subcontract, including records of advertisement of bid, proposals received, and methods used to select each subcontractor.

B. Any subcontract shall include provisions necessary to allow Contractor to meet its obligations and requirements under this Agreement.

10. Release: Final payment of the amounts due under this Agreement shall operate as a release of EMNRD, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

11. Acknowledgment: Contractor shall acknowledge EMNRD and USDA as co-sponsors and funding sources in all news releases, programs, proceedings and related publicity/publications for the Project.

12. Product of Services; Copyright: All materials developed or acquired by Contractor under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Contractor produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Contractor.

13. Conflict of Interest; Governmental Conduct Act: Contractor warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Contractor certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 through -18, including provisions related to contracting with, or employing, public officers, legislators, state employees or former state employees, have been followed.

14. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

15. Merger: This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless as embodied in this Agreement.

16. Penalties for Violation of Law: The Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

17. Equal Opportunity Compliance: Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in

compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law: The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1(G). By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Compliance with Law and Funding Source Conditions: Contractor shall comply with all applicable state and federal statutes, regulations or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement.

20. Insurance Coverage: By signing this Agreement, Contractor certifies that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party. Contractor shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Contractor shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, §§ 52-1-1, *et seq.*, if applicable. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

21. Records and Audit:

A. Contractor's financial records involving procurement and all other related records including programmatic records, supporting documents, and statistical records under this Agreement shall comply with all federal, state, and local government requirements, in particular federal grant management rules pertaining to the National Fire Plan – Volunteer Fire Assistance Grant. Contractor shall maintain these records until December 31, 2015. Contractor shall make such records available to EMNRD within 30 days upon EMNRD's request. The records shall be subject to inspection by EMNRD, DFA, State Auditor and USDA. Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors.

EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses of this Agreement for which exception is under consideration by the federal funding agency or any authorized representative and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If Contractor receives \$500,000 or more in federal funding from all sources in the aggregate in a fiscal year, Contractor's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state and local government audit requirements, 2 C.F.R. Part 225 and OMB Circular and A-133, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular. Contractor shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or on disk, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

22. 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 with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.*, as amended.

23. Procurement, Utilization, and Disposition of Property: Contractor shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement Contractor has any property in its possession belonging to EMNRD, Contractor shall account for the property and dispose of it as EMNRD directs. All property acquired by the Contractor or procured under this Agreement shall be used and disposed of in accordance with USDA's regulations governing disposal of property.

24. Minimum Wage Rate: If applicable, Contractor shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

25. Invalid Term or Condition: If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement: A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict performance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no waiver of a specified right by a party shall be effective to waive any other rights.

27. Authority: If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor or any other entity is necessary to enter into a binding contract.

28. Notice:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To EMNRD:  
Bernalillo District Forester  
EMNRD - Forestry Division  
5105 Santa Fe Hills Blvd. NE  
Rio Rancho, NM 87144

Assistant General Counsel  
EMNRD – Office of the Secretary  
1220 S. St. Francis Drive  
Santa Fe, NM 87505

To the Contractor:  
Steven Gonzales, Chief  
Valencia County Emergency Services  
PO Box 1119  
Los Lunas, NM 87031

To Risk Management Division:

Risk Management Division  
General Services Department  
P.O. Drawer 26100  
Santa Fe, NM 87502-0110

**IN WITNESS WHEREOF**, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES  
DEPARTMENT**



By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

**VALENCIA COUNTY**

By: \_\_\_\_\_  
Authorized Representative Signature

Date: \_\_\_\_\_

Don Holliday – County Commission Chairperson  
\_\_\_\_\_  
Contractor's Printed Name and Title

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**VALENCIA COUNTY**  
**Board of County Commissioners**

**Agenda Request Form**

**Department Head:**

**Individual Making Request: Mark Gwinn**

**Presentation at Meeting on: November 7, 2012**

**Date Submitted: October 29, 2007**

**Title of Request: Consideration of Resolution 2012-\_\_ & Proclamation Calling for a Special Election on the question of whether the area of Rio Communities should become an incorporated municipality.**

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**Action Requested of Commission:**

**The Rio Communities are now calling for an election. It is being asked of the Commission to approve the Valencia County Special Election.**

**Information Background and Rationale**

**County resolution 2012-\_\_\_\_\_ states that all the conditions for incorporation of the territory as a municipality have been met.**

**What is the Financial Impact of this Request?**

**The Rio Communities incorporation will pay any financial impact.**



VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
SPECIAL ELECTION RESOLUTION  
RESOLUTION № 2012-\_\_\_\_

**BE IT RESOLVED BY THE GOVERNING BODY** of the County of Valencia, State of New Mexico, that;

A. Various individuals have petitioned the County of Valencia to place on the ballot the question of incorporating Rio Communities;

B. The Belen City Council, on October 1 2012, approved, by resolution, the proposed incorporation of the City of Rio Communities;

C. A map and a census have been presented to the Valencia County Commission relating to the question of incorporating Rio Communities;

D. The Valencia County Commission has determined that all conditions for incorporation of the territory as a municipality have been met;

E. Now, therefore, the Valencia County Commission calls for an election

F. An explicit description of the proposed territory to be incorporated as well as a map of the proposed area will be placed in the Valencia County Clerk's office.

G. Those portions of Precincts \_\_\_\_\_, and \_\_\_\_ which fall within the boundaries of the proposed City of Rio Communities will be consolidated into one or more precincts for this special election.

H. The casting of votes by qualified electors shall be recorded on electronic voting machines provided by the county.

**APPROVED, ADOPTED, AND PASSED** on this \_\_\_\_ day of \_\_\_\_\_ 2012.  
**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF VALENCIA**

\_\_\_\_\_  
Donald E. Holliday,  
Chairman, District V

\_\_\_\_\_  
Georgia Otero-Kirkham,  
Vice-Chair, District II

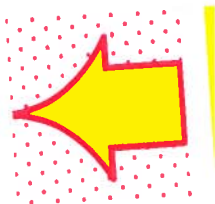
\_\_\_\_\_  
Mary J. Andersen  
Commissioner, District I

\_\_\_\_\_  
Ron Gentry  
Commissioner, District IV

\_\_\_\_\_  
Lawrence R. Romero  
Commissioner, District III

Attest:

\_\_\_\_\_  
Sally Perea, County Clerk



**PROCLAMATION  
BY  
SALLY PEREA  
VALENCIA COUNTY CLERK  
PO BOX 969  
LOS LUNAS, NM 87031**

Pursuant to the election laws of the State of New Mexico as amended, I, Sally Perea, Clerk of the County of Valencia, by virtue of the authority vested in me, do hereby issue the following proclamation:

On the \_\_\_\_ day of \_\_\_\_\_, 2012, the Board of County Commissioners of Valencia County adopted and approved resolution number 2012-\_\_\_\_ calling for a Special Election on the Incorporation of Rio Communities to be held and carried out pursuant to Section 3-2-6, NMSA, 1978. The election will be held exclusively in the area that is to be incorporated on Tuesday, the 8<sup>th</sup> day of January, 2013 between the hours of 7:00 a.m. to 7:00 p.m.

The Special Election shall be for the purpose of considering the following question:

“Shall the territory described as (...The bounders of the Rio Communities foot print. Northern bounders of the community will be Sherrod Blvd. connecting to the eastern bounders of the community Old Military RD, running south to Navajo Loop RD into Rio Grande Stables RD which will be the southern bounders, connecting to the Rio Grande river which will run north to all-sups and connecting to highway 47 to Sherrod Blvd which will be the western bounders...) to the point of beginning located in Valencia County, New Mexico and be known as the City of Rio Communities become an incorporated municipality?”

For incorporation . . . . . ☐  
Against incorporation . . . . . ☐

A description of the proposed territory and map is on file in the office of the county clerk and is available for inspection upon request.

The precincts for this election will be consolidated into one precinct as follows:

<b>CONSOLIDATED PRECINCT</b>	<b>GENERAL ELECTION PRECINCTS</b>	<b>POLLING PLACE</b>
1RC	Precincts 29,30,32 & 34	First Presbyterian Church
AV	Valencia County Courthouse	Valencia County Courthouse

Any registered voter who is a resident of the territory proposed to be incorporated may vote on the question of incorporating the territory as a municipality.

The precinct board members for this election shall be:

Consolidated Precinct 1RC                      Presiding Judge: Rebecca Martinez

Election Judge: Virginia Burr  
Election Judge: Allen Clinton Brooks  
Election Clerk: Linda Apodaca  
Election Clerk: Ruth Heron

Absentee Board

Presiding Judge: Luz Chavez  
Election Judge: Ronald Ridley  
Election Judge: Adrian Perea  
Election Clerk: Annabelle Trujillo  
Election Clerk: Mary Lee Serna

Voter Registration will close for precincts and for this election at 5:00 PM on 11<sup>th</sup> day of December, 2012 and re-open on the Monday following the election.

Absentee and in-person voting will be available through the office of the County Clerk as per Section 1-6-1, et seq. NMSA, 1978, beginning on the 21<sup>st</sup> day of December, 2012 during regular business hours. Absentee and in-person voting will conclude at 5:00 PM on Friday, January 4<sup>th</sup>, 2013.

ss/

Sally Perea  
Valencia County Clerk

**Resolucion de la Eleccion Especial  
County of Valencia  
Resolucion No. 2012-**

**SEA RESUELTO POR LA MESA DIRECTIVA** del Condado de Valencia Estado De Nuevo Mexico, Que;

A. Various individus un solicitaron que el Condado de Valencia ponga en el boleto la pregunta de incorporar Rio Communities en una ciudad;

B. El Concillo de la ciudad de Belen, en el 1 de octubre 2012, aprobo por resolucion la incorporacion de la ciudad de Rio Communities como fue proposeto;

C. Una mapa, y el censo asido presentados a la mesa directiva del Condado de Valencia como resultados de la pregunta de incorporar Rio Communities;

D. La mesa directiva del Condado de Valencia a determinado que todas las condicions para incorporar el territorio como una municipallidad ansido apropiadas;

E. Ahora la mesa directiva del Condado de Valencia llama que se lleve a cavo una eleccion;

F. Una descripción y mapa explicitamente del territorio propuesto para ser incorporado, estara en autos en la oficina del la Escribana del Condado;

G. Las porcions de los recintos \_\_\_\_\_ Y \_\_\_\_ que estan entre los limites de la ciudad de Rio communities que an sido propuestos, seran consolidados en un recinto solo para esta eleccion especial;

H. El lanzamiento de votos de electores calificados seran registrados en una maquina de votacions electronica.

**ADOPTADA Y APROBADA ESTA DIA \_\_\_\_ DE \_\_\_\_\_, 2012**

**JUNTA DE COMISIONADOS DEL CONDADO DE VALENCIA**

\_\_\_\_\_  
Donald E. Holliday,  
Chairman, District V

\_\_\_\_\_  
Georgia Otero-Kirkham,  
Vice-Chair, District II

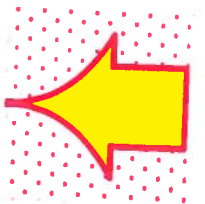
\_\_\_\_\_  
Mary J. Andersen  
Commissioner, District I

\_\_\_\_\_  
Ron Gentry  
Commissioner, District IV

\_\_\_\_\_  
Lawrence R. Romero  
Commissioner, District III

Atestors:

\_\_\_\_\_  
Sally Perea, County Clerk



**PROCLAMACION  
POR  
SALLY PEREA  
ESCRIBANA del CONDADO de VALENCIA  
PO BOX 969  
LOS LUNAS, NM 87031,**

Consiguiente a las leyes de elecciones del Estado de Nuevo México, como a sido emendada, yo, Tina Gallegos, Escribana del Condado de Valencia, en virtud de la autoridad vestida en mí, emito por lo presente la siguiente proclamación:

El día \_\_\_\_ de \_\_\_\_\_, 2012 la Junta de Comisionados del Condado de Valencia adoptó y acepto el número de la resolución 2001-13, llamando una Elección Especial en la Incorporación de Río Communities que se sera sostenido y llevado a cabo consiguiente a Sección 3-2-6, NMSA, 1978. La elección se sostendrá exclusivamente en la área que será incorporada el martes, el día 3 de julio, 2001 entre las horas de las 7:00 de la mañana asta las 7:00 de la noche

La Elección Especial será para el propósito de considerar la siguiente pregunta:

¿Debe el territorio descrito como empezado (...El bounders de la letra de pie de Comunidades de Río. Bounders del norte de la comunidad será Sherrod Blvd que se une con bounders del Este de la comunidad Old Military RD, corriendo(funcionando) al sur a Loop RD navaja en Rio Grande Stables RD que será bounders del sur, uniéndose con el Río Magnífico río que correrá(funcionará) al norte a todo-sorbo y uniéndose con la carretera 47 a Sherrod Blvd que será bounders occidental. ...)en el Condado de Valencia, Nuevo México y ser conocida como la Ciudad de Rio Communities y se convertira en una municipalidad" incorporada?

Por la incorporación. . . . . ☐

Contra la incorporación . . . . . ☐

Una descripción y mapa del territorio propuesto esta en autos en la Oficina del la Escribana del Condado y está disponible para la inspección en la demanda.

Los recintos para esta elección serán consolidados en un recinto como sigue:

<b>RECINTOS CONSOLIDADOS</b>	<b>RECINTOS DE LA ELECCIÓN GENERAL</b>	<b>LUGARES DE VOTACION</b>
1RC	Precincts 29, 30, 32 & 34	First Presbyterian Church
AV1	Valencia County Courthouse	Valencia County Courthouse

Cualquier votante registrado que es un residente del territorio propuesto para ser incorporado puede votar en consideracion de la pregunta de incorporar el territorio como una municipalidad.

Los miembros del consejo del recinto para esta elección serán:

El Recinto 1RC consolidado

El Juez presidente: Rebecca Martinez  
Juez de la elección: Virginia Burr  
Juez de la elección: Allen Clinton Brooks  
Escribana de la elección: Linda Apodaca  
Escribana de la elección: Ruth Heron

El consejo deLa eleccion ausente

El Juez presidente: Luz Chavez  
Juez de la elección: Ronald Ridley  
Juez de la elección: Adrian Perea  
Escribana de la elección: Annabelle Trujillo  
Escribana de la elección: Mary Lee Serna

La Registración del votante sera cerrará para los recintos y para esta elección a 5:00 de la tarde, el dia 11 de decembre, 2012 y se abrira el lunes que sigue despues de la elección.

El voleto para voter ausente y en-persona estarán disponibles a través de la oficina de la Escribana del Condado según Sección 1-6-1, el seq del et. NMSA, 1978, empezando en el dia 21 de December, 2012 durante las horas de comercio regulares (que son de las 8:00 de la manana asta las 4:30 de la tarde). La hora para los votantes de ausente y en-persona concluirán a 5:00 de la tarde el viernes, el dia 4 de January del 2013.

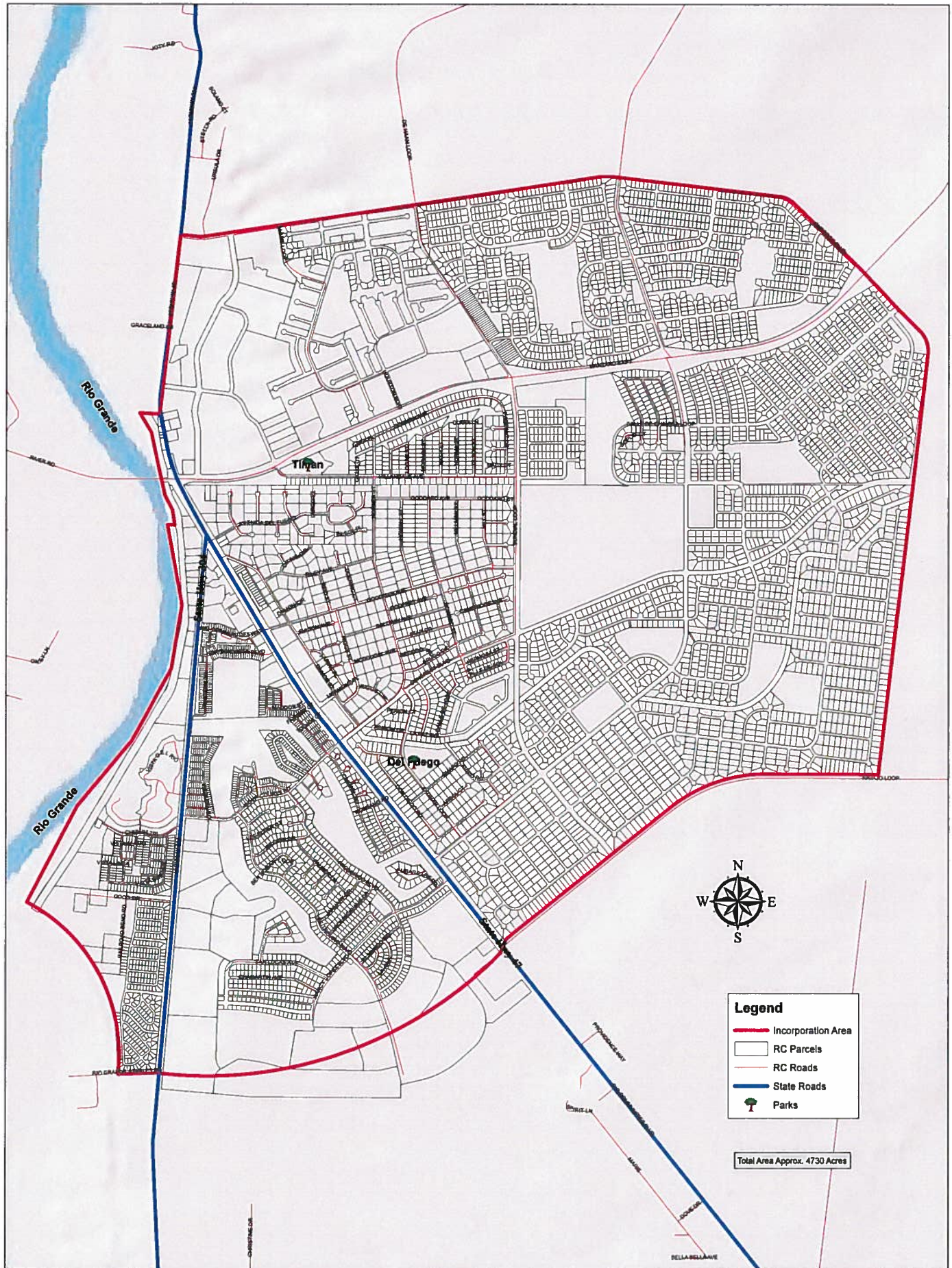
ss/

SALLY PEREA

Escribana de Condado de Valencia



# Rio Communities Proposed Incorporation



**END**

**OF**

**AGENDA**