

# VALENCIA COUNTY BOARD OF COMMISSIONERS

## Regular Business Meeting

October 7, 2009

PRESENT	ABSENT
Pedro G Rael, Chairman	
Donald E. Holliday, Vice-Chairman	
David R Medina, Member	
Ron Gentry, Member	
Georgia Otero-Kirkham, Member	
Eric Zamora, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Sally Perea, County Clerk	
Press and Public	

1) The meeting was called to order by Chairman Pedro Rael at 5:00 PM.

2) Chairman Rael led the Pledge of Allegiance.

Chairman Rael reminded Mr. Mike Wood that at the last meeting he had been asked not to attend any more of these meetings because of his disruptive nature of his conduct, not only verbal but also planting items, such as these that were placed on the chairs before the meeting, slandering and being extremely inflammatory regarding comments about one particular commissioner. This commissioner is not me but never the less that's not tolerable and Mr. Wood has been asked many, many times not to do that. He has been disruptive dozens of times and so Chairman Rael asked Mr. Wood to voluntarily leave and not return to these meetings until some arrangement can be made with this county commission that he can do so under certain circumstances.

Mr. Wood responded that he would so desire to stay. Chairman Rael asked the officers to remove Mr. Wood, not to be arrested just to leave. Mr. Wood asked that the speakers outside be turned on because as a taxpayer he would like to hear what was going on in the meeting because there was a lot of distrust of this commission. Chair said he would try to make arrangements to do that but he did not want him to be able to speak or bring any further publications like these that he had just planted here today.

Commissioner Gentry wanted to find out, just for their own protection, if we're expelling Mr. Wood from a public body on the proper procedure. That's all he was asking so that we don't turn around and get sued. I believe that there is a proper procedure that you take to expel somebody for disorderly conduct under the statute that we need to be following. I don't think that we can selectively pick somebody. Are we doing the proper procedures of expelling a person from a public meeting and wanted the county attorney's advice as we may be violating Mr. Woods's constitutional rights or anybody else. Chair said he was not here to give a legal opinion and Commissioner Gentry then said this was the Chairman's decision alone. Chairman Rael stated it was his decision as Chairman of the County Commission that Mr. Wood not come back, unless he comes in with a court order or makes arrangements with this commission.

3) Approval of Agenda

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

4) Approval of Minutes – September 16, 2009 Regular Business Meeting

Commissioner Holliday moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously.

5) Public Requests- At the discretion of the Chair (For Information Only – limited to two minutes per person on subjects not on this published agenda).

Bob Gostischa, a resident of Meadow Lake, asked the commission for an explanation on item 7(e). Chairman Rael said when they get to those items they will be explained in as much depth as necessary so that they will be understood.

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Sue Moran gave governmental definitions as quoted in the Webster's Dictionary.

Frank Barr, a resident of Las Maravillas, said it is his personal desire that a check box be added to the property tax bills of Valencia County property owners, like the option that appears on the U.S. individual income tax form 1040 which allows the taxpayer to donate money to presidential campaigns. He would like to have that same opportunity to indicate that he wants his mill levy to be given to the Valencia Health Commons in support of the Valencia County Hospital. He can do two good things by allowing his personal request for a check box to be added to his tax bill, he will alleviate the concerns of the commission by reducing the amount of tax money collected and he will support the Valencia County health hospital.

Albert Chavez asked County Manager Eric Zamora for an update on the status on the quiet zone on Valentin and Molina crossing. Mr. Zamora stated he is currently working with the Conservancy District, the Council of Governments, the Burlington Northern Santa Fe and the Department of Transportation. He met with the conservancy district last week to discuss some options on implementing the quiet zone improvements. One option was to install gates at each conservancy ditch access roads. It will take fourteen gates at \$2,000.00 each for the two railroad crossings, provided the conservancy is willing to work with the county and allow those ditch banks to be gated off. The conservancy did indicate that they are willing to work with the county on this, but would like to see a more developed plan. Mr. Zamora will be meeting with Representative Barela, representatives from the Council of Governments that operate the rail runner and the county consulting engineer to define some concepts and to have something to present for a public meeting before the end of October. The updates will be for Valentin, Molina as will Lopez, Don Felipe and Mesa Roads.

Diane Matson said there are many questions about the court system and how it works and informed the commission on a meeting on Saturday October 10, 2009 at 10:00 AM at the Belen Public Library to explain how the process works. The Court of Appeals Judge Michael Bustamante and the County District Attorney will be speaking and will be available to answer questions. The entire county is invited to attend.

Chairman Rael stated he was presented with a two-page document which contained inflammatory material about one of the commissioners to which he had referred to earlier in the meeting and asked County Clerk Sally Perea to make the document an official part of the record. (See Exhibit A)

#### **6) Non-Action Items:**

##### **Jackie Fisher (Cibola County)**

Jackie Fisher and John Yulch of Cibola County gave a brief presentation on a proposed subdivision located in Rio Del Oro Unit 44, consisting of 121 acres, which will be subdivided into 600 lots. Commissioner Gentry asked if this is a proposed development and were they asking the commission for their consensus that the county commission supports the concept of this plan, there is nothing binding and may be subject to being turned down at anytime. Mr. Fisher and Mr. Yulch response was yes.

Commissioner Gentry, by consensus of the commission, would like County Manager Eric Zamora to work on this and provide a letter of support and acknowledgment.

Commissioner Holliday asked to be kept updated on the progress on this. This will be a big impact, since there is no water or sewage out there.

Chairman Rael stated they need to gather information in order to see if the county can do anything to help with this project or if the county would be interested in assisting them with the project. He would also like to know what the New Mexico Finance Authority overture is to help finance infrastructure. This is a new idea that he hadn't heard of.

#### **b) Reports from Directors - Directors**

Juvenile Justice Administrator Joseph Dorn gave the commission a brief update on the Valencia Teen Court. Los Lunas Teen Court is held on the first and third Wednesday of the month. Starting October 28, 2009 a Belen Teen Court will begin. They have also started a Youth Awareness Program with the Department of Corrections, in which they take twelve juveniles each time into the Central New Mexico Correctional Facility and they learn what life is like in the prison. They also have the Valencia County Juvenile Justice Board and are in the process of adopting a Juvenile Detention Alternative Initiative in

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Valencia County. They are presently working with the Juvenile Probation Pro Office to implement a GPS monitoring program for juveniles that would be put into detention, which costs \$135 a day, as compared to placing an ankle bracelet on them for as low as \$7 a day.

**c) Reports from Boards, Commissions & Committees – County Commission**

Eric Zamora County Manager reported attending a meeting of the Council of Governments Joint Levy Task Force Committee. This is the task force that's evaluating the levies along the Rio Grande Corridor, from Bernalillo to the northern part of Socorro. They are working on developing some legislative initiatives in support of funding and are looking to constructing out one hundred and twenty miles of levy, about two million dollars a mile to construct levies. Mr. Zamora will keep the commission updated as they progress.

Commissioner Gentry stated he's been working on the Council of Governors Transit Port. This is a transit system and an extended pickup and delivery system for people in rural areas in southern Valencia County as well as some of the Los Lunas area. There was a meeting held last week and he asked that the County Manager Eric Zamora give a brief review.

Mr. Zamora stated the transit program will be operated and run by the Mid Region Council of Governments. The meeting that was held was to update the county on the status of the project which they are at the point where they have developed routes and are currently looking for park and ride facilities. The proposed sites in Valencia County are Del Rio Community Center, the Jarales Community Center and further to the south in northern Socorro County at the Veguita General store. The routes provided will provide service from Veguita to Highway 116 which is the river crossing in Casa Colorado up Highway 116 to south Belen and will provide some internal distribution throughout the day to allow for shopping. The pickup point on Highway 304 would be the Del Rio Community Center, providing transportation to the rail runner station, as well as other stops in Belen. The Los Lunas corridor is well traveled and routes are already established. The Council of Governments is looking at establishing this program and implementing it by spring of 2010.

**6) Action Items:**

**a) Resolution 2009-44, Imposition of a Mobile Home Tax Collection Service Fee – Dorothy Lovato.**

Eugene Pickett presented the above item. Commissioner Gentry moved for approval. Seconded by Commissioner Holliday. Motion carried unanimously. (See Exhibit B)

County Clerk Sally Perea announced Resolution 2009-44.

**b) Consideration of Intergovernmental Agreement with County of Cibola (Adult Detention – Derek Williams.**

Adult Detention Director Derek Williams presented the above item and said this is a standard agreement for housing prisoners between our county and Cibola County and allows him to house overflow of inmates in Cibola County for \$54 a day plus additional costs that are associated with pharmaceutical, mental health treatment and other expenses.

Commissioner Gentry moved for approval. Seconded by Commissioner Medina.

Commissioner Rael asked Mr. Williams, as the county grows and the inmate population grows, is the cost going to increase and if the one eighth correctional tax passes would it alleviate the situation if we expand the size of our facility? Mr. Williams's response was yes.

Commissioner Gentry asked what the cost was to house a prisoner per day with all the services in Valencia County. Mr. William said between \$34 and \$48 a day.

Commissioner Holliday asked considering the \$54 per day with all the extra factors added on what would be the actual cost per day? Mr. Williams said it would be \$7,000 to \$9,000 for one person for three months. Motion carried unanimously. (See Exhibit C)

**c) Appointment to the Animal Control Advisory Board – Ruben Chavez**

Chairman Rael nominated Judy Hummel to be the appointee for District 1 to the Animal Control Advisory Board. Commissioner Holliday moved for approval. Seconded by Commissioner Medina. Motion carried unanimously. (See Exhibit D)

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**d) Consideration of Finalize the Transfer of Real Property and Fire Service Equipment from Valencia County to the Town of Peralta – Charles Eaton**

Commissioner Holliday moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously. (See Exhibit E)

**e) Direct staff to Publish Ordinance Repealing GRT Ordinance 2009-02 – County Commission**

Chairman Rael requested that by consensus the commission discuss both Items 7(e) and 7(f) at the same time. There was an ordinance that was passed by the county commission in the month of July, 2009 which enacted an ordinance which the practical effect was to continue the one eighth of one cent tax for the corrections facility after the commission had heard many witnesses and had a number of presentations regarding the need for fixing the female jail facility and also to expand the jail because of overcrowding. Because of this the county had to transport inmates to Cibola County. This tax is not an increase; it just leaves in place the prior tax which was enacted. The ordinance by law was subject to the right of the people to acquire signatures in the amount of five percent of all the persons that were registrated for the prior general election. He believes that amount was around 2030 votes. There was verification on September 28, 2009 by County Clerk Sally Perea. There were well over the required number of signatures to call for an election in following the statutes. The cost of an election will be right in the order of fifty thousand dollars.

Chairman Rael asked County Clerk Sally Perea, if she had the numbers as to what the election would cost. Mrs. Perea stated a regular election would cost the county almost \$42,000.00 plus postage for absentee ballots that would have to be mailed out and an all mail election would cost \$48,530.50. In order to have a regular election, it would have to be held on November 24, 2009 and then there are deadlines that have to be met. The proclamation would have to be published for two consecutive weeks. Then absentee voting would start twenty eight days before elections. To have an all mail election AES (Automated Election Services) would handle the entire election. Mrs. Perea recommended an all mail election where every registered voter in Valencia County would get a ballot.

Chairman Rael said the date of verification was September 28, 2009 and his understanding was that an election would have to occur within sixty days of that date, which would make it November 27, 2009. Mrs. Perea stated since the 27th of November is the Thanksgiving Holiday; we're looking at Tuesday November 24, 2009. Commissioner Rael asked if there were any other elections that might be coming up in the next sixty days. County Clerk Sally Perea's response was no.

Commissioner Kirkham stated the reason why she thought to put this on the agenda was that once the county clerk verified the signatures, there must be an election, according to statute. Commissioner Kirkham felt if they could intervene and not verify, the commission could repeal it and put the question on the June election and save the \$48,000.00.

Commissioner Holliday stated this was not budgeted into this year's budget. County Clerk Sally Perea stated that her office also did not budget for a special election. Commissioner Holliday said do we want to spend the \$48,000.00 or would the taxpayers be happy to put this on the June ballot and we don't spend the \$48,000.00. That's a question for the taxpayers. He doesn't have a problem spending the money, if that's what the taxpayers want to do. We'll have to find the money somewhere; as we don't have it budgeted. This will affect other departments, such as roads or animal control; cuts will have to be made.

Chairman Rael asked County Clerk Sally Perea what the deadlines for an all mail election would be. Mrs. Perea responded by saying that once the commission votes on having the election, then a proclamation will have to be published and once that is done, they will turn it over for printing to AES (Automated Election Services) and they will mail out the ballots. The ballots have to be back to the county clerk's office by November 24, 2009, 7:00 PM election day. Once the election is held on November 24, 2009, the canvassing will start three days after that but being since November 27, 2009 is Thanksgiving holiday, we're looking at canvassing on November 30, 2009.

County Attorney Adren Nance stated that the mailing of the ballots can be no earlier than the thirty fifth day and completed by the fifth day prior to the election.

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Chairman Rael asked the Clerk if her office had the money to do either a regular election or an all mail election. Mrs. Perea's response was no.

Chairman Rael also asked Financial Officer Wilma Abril and County Manager Eric Zamora if the county has the funds to finance this election. Ms. Abril stated no we do not have the funds, the county did not budget for this election and someone down the line will suffer.

Commissioner Holliday stated he feels that the people have voiced what they want. They're going to vote on it one way or another. He asked the citizens and taxpayers not to be foolish about this, they've proved a point. Lets put this off until June and save the county the money. We have a contract with Cibola right now to transport the prisoners.

Commissioner Gentry said he appreciates and understands Commissioner Holliday's concerns and Chairman Raels comments, but this commission took the action that caused this situation and we have to be responsible for the actions. He can remember the commission meeting where we passed this ordinance and was very clearly defined that if we passed this, the people had a right to go to the petition method and then there would be an election. We gave the public a mandate that we decided to pass and they had the legal option to go by the statute to cause an election and at that time we took on the responsibility of guaranteeing the consequences. It's what we voted on when we passed the ordinance. If the petitions hadn't come through there wouldn't have been an issue, since they did, its incumbent on us and as for the funding, he's read the abatement and certainly an election was not anticipated. This county isn't destitute and it's not plush with money but he feels that the citizens have spoken and they have done their part. Commissioner Gentry doesn't see where the statute gives the commission many options and at this point the commission can't make the statutes discriminatory to the commission's wishes. We just have to bite the bullet and move on. If there are cuts in some areas, we as commissioners will understand that. Unfortunately, that's the path the commission chose when they passed the ordinance.

Commissioner Kirkham stated she called the Department of Finance and spoke with John Gallegos and the county's financial budget analysis, Becky Lopez. She agrees with Commissioner Gentry that Valencia County is not destitute, but somehow the state believes that Valencia County is destitute. The state cautioned her, that the election has to be held because the statute requires it and the state is going to be looking at Valencia County's budget very carefully. Apparently when the county turned in the budget it wasn't something that we had a lot of flexibility on. She also spoke to the attorney Caroline Wolf and she also did reiterate that the election must be held.

Chairman Rael asked County Manager Eric Zamora if by his consensus and in order to provide funding for the election, will cuts have to be made in other areas. Manager Zamora stated yes, as that expenditure was not budgeted. As stated several times, it would have to come from some other portion of the budget.

Commissioner Medina stated we put it out to the citizens to go out and gather the signatures, they're done that and the commission owes it to the citizens. We can't stall it anymore. If the commission made a mistake lets belly-up and try to correct it.

Chairman Rael moved to direct staff to proceed and develop whatever is necessary to do an all mail election as recommended by the County Clerk Sally Perea.

County Attorney Arden Nance stated that after working with the County Clerk the commission can also amend one of the Resolutions to include the proclamation into the resolution itself. If the commission would like to do that at this time, they have the authority to do make that amendment to make sure that the language is in there before being approved.

Chairman Rael made a motion to amend to allow the resolution to contain the proclamation for the all mail ballot election on November 24, 2009 as suggested by counsel. Seconded by Commissioner Gentry. Motion carried unanimously.

**f) Resolution 2009-45, Calling for an Election to Approve/Disapprove Correctional Facility Gross Receipts Tax – County Commission. Combined with Item (7e). (See Exhibit F)**



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**g) Resolution 2009-46, Open Meetings Act – Dave Pato**

Commissioner Gentry moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously. (See Exhibit G)

**h) Resolution 2009-47, Adopting a Multi-Year Infrastructure Capital Improvements Plan for 2011 to 2015 – Jacobo Martinez.**

Commissioner Kirkham moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (See Exhibit H)

**i) Reconsideration of Land Exchange Agreement Between City of Belen – Adren Nance**

Commissioner Gentry moved for approval. Seconded by Commissioner Medina. Motion carried unanimously. (See Exhibit I)

**j) Consideration of Award Bid #651 “Removal of Buried Solid Waste” – Eric Zamora**

Valencia County Manager Eric Zamora requested approval of Award Bid #651 to Southwest Abatement. Commissioner Medina moved for approval. Seconded by Commissioner Gentry. Motion carried 4-1. Commissioner Holliday voted no. (See Exhibit J)

**k) Consideration of “Quiet Zone” agreement between BNSF – Eric Zamora**

Commissioner Gentry moved for approval. Seconded by Commissioner Medina. Motion carried unanimously. (See Exhibit K)

**Financial Matters:**

**1) Consideration of Approval Payroll/Warrants – Wilma Abril**

Wilma Abril presented the attached computer printout list of all checks issued by the Manager’s Office on October 02, 2009 covering vendor bills processed on the above date. Check #100669 thru check #100882 inclusive, for the total of \$587,987.44. (See Exhibit L)

Wilma Abril presented the attached computer printout lists of all checks issued by the County Managers Office on September 25, 2009 covering payroll process on the above date. Direct Deposit Check #12506 thru direct deposit check #12680 inclusive. Deduction Check #100683 thru deduction check #100719 inclusive. Payroll Check #85596 thru payroll check #85683 inclusive. Listing total \$366,294.98. (See Exhibit M)

Commissioner Medina moved for approval. Seconded by Commissioner Holliday. Motion carried unanimously.

**7) Executive Session- Pursuant to Section 10-15-1 NMSA 1978, the following matters may be discussed in closed session: a. limited personnel matters; Deputy Warden Adult Detention b. Pending or threatened litigation; Cordova vs. Valencia County Settlement Update and c. Other specific limited topics that are allowed or authorized under the stated statute.**

Commissioner Holliday moved to go into Executive Session. Seconded by Commissioner Medina. Roll call vote. Commissioner Holliday voted yes. Commissioner Medina voted yes. Commissioner Gentry voted yes. Commissioner Kirkham voted yes. Chairman Rael voted yes. Motion carried 5-0.

Commissioner Holliday motioned to go back into Regular Session. Seconded by Commissioner Medina. Motion carried unanimously.

County Attorney Adren Nance stated the matters discussed in Executive Session were an update on the status of Cordova vs. Valencia County settlement and the employment of Deputy Warden Oliver and no final action was taken.

Commissioner Medina moved to approve the summary stated by counsel. Seconded by Commissioner Holliday. Roll call vote. Commissioner Medina voted yes. Commissioner Holliday voted yes. Commissioner Gentry voted yes. Commissioner Kirkham voted yes. Chairman Rael voted yes. Motion carried 5-0.

**8) Action Item(s) On Executive Session Discussion:**

None.

**9) County Manager's Report (Informational Only)**

County Manager Eric Zamora stated Columbus Day is noted for Monday October 12, 2009 and county offices will be closed. He also informed the commission that the next Public Hearing falls on Wednesday, November 11, 2009 which is Veterans Day. Should there be any items for a Public Hearing does the commission wish to re-schedule or incorporate that into a Business Meeting? Chairman Rael said as long as there is no adverse affect, Mr. Zamora can schedule the meeting accordingly.

Mr. Zamora also gave a brief overview on the FEMA (Federal Emergency Management Agency) Flood Plain Re-mapping, the Levy Workshop, landfill, Quiet zones and the Pit Bull Rumble. Mr. Zamora gave reorganization to Ruben Chavez Animal Control Director and his staff for the success of the Pit Bull Rumble.

On October 17, 2009 the Casa Colorada Community Center will be holding a grand opening and all the officials are invited to attend.

Mr. Zamora and the elected officials have been meeting on the last Wednesday of each month at 8:30 am for open discussion on how to improve county government and build a better working relationship between offices, it has been very successful. Commissioners were invited to attend.

**10) Next Commission Meeting**

The next Public Hearing Meeting of the Valencia County Board of County Commission will be held on October 14, 2009 at 5:00 PM in the County Commission Board Room at the Valencia County Courthouse.

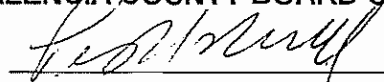
The next Regular Business Meeting of the Valencia County Board of County Commission will be held on October 21, 2009 at 5:00 PM in the County Commission Board Room at the Valencia County Courthouse.

**Adjournment**

Commissioner Kirkham moved to adjourn. Seconded by Commissioner Holliday. Motion carried unanimously. Time 8:06 PM.

**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the October 7, 2009 Regular Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

  
 PEDRO G RAEI, CHAIRMAN

  
 DONALD E. HOLLIDAY, VICE-CHAIRMAN

  
 GEORGIA OTERO-KIRKHAM, MEMBER

  
 RON GENTRY, MEMBER

  
 DAVID MEDINA, MEMBER

**ATTEST:**

  
 SALLY PEREA, COUNTY CLERK

10. 21-09  
 DATE

\* Footnote dated October 5, 2009 to all concerned citizens of V.C. County.

This issue has nothing to do with Kirkham being Hispanic and her husband being a white Mormon.

Commissioner Kirkham refuses to have a sign placed at the V.C. community center at Tome to let all Valencia County residents know the facility is **not a private club** but a Center at Tome, for all the residents of V.C. County and not just the select few persons in her district as shown of the present sign at the Tome center.

A good start against discrimination is reflected by the scheduled town hall meeting on October 10, 2009.

September 21, 2009

Dear Mrs. Kirkham,

**Now can Kirkham get the requested sign put in place and stop the perceived discrimination?**

Reference your remark to the public, in the public Valencia County Commission Meeting on September 16, 2009. As you can recall on August 21<sup>st</sup> I telephoned you and read you that letter which you made reference to in your remark.

You addressed the audience and made it appear like you were reading a direct quote from my letter of August 21, 2009. (Attached is a copy of that letter) You stated that I said you are a racist. Then you ask that your husband stand and you depicted the fact that he is a white man and you are not a racist.

I had talked to you three different times before delivering the letter to you. I did everything but beg you to correct the issue. I held the letter and did not deliver it until September 14, 2009. Other letters were sent to the county manager in June and July addressing this issue. I talked with the county manager several times. I ask for help in commission meeting.

You did state that because you went to school with some of the people and you have friends in Tome it would be difficult for you to have a sign to reflect the center is for all the citizens of Valencia County.

Once again I respectfully ask you for your help. If you were to get this issue taken care of it would take away the possible appearance of a case of racial discrimination.

Thanking you in advance.

Sincerely,

cc: Ron Gentry, David Medina, Pedro Rael, Donald Holliday, Eric Zamora

Can the other four commissioners do something to help to give equal right to all the people of Valencia County?

EXHIBIT A



## **WHO IS THE REAL COMMISSIONER KIRKHAM?**

Concerned citizens of Valencia County all require our elected commissioners to be honest and represent all the people. V.C. citizens need to get the facts and decide what is going on with commissioner Kirkham.

### **Questions to consider about commissioner Kirkham:**

Didn't she vote to allow a relative to split property when she shouldn't have voted?

Didn't she use the telephone to vote on an issue, when the 2009 Valencia County resolutions don't allow for it?

Didn't she state she was for a hospital but doesn't vote to reflect it?

Didn't she get caught stealing money by use of the county credit card?

Didn't she lie in an attempt to not be reflected as a thief?

Didn't she hide the fact that she mis-used the credit card?

Didn't an audit report get changed to reflect that a clerk was to blame for the money she had stolen?

Didn't it take about nine months to pay the stolen money back after it was discovered by an auditor?

Didn't she discriminate against people outside of the Tome Community Center location?

Didn't she indicate, as the commissioner in Tome, that she would not have a sign placed at the center to reflect the center is for all residents of Valencia County and not just for her friends living in her commission district?

Didn't she leave the appearance that she is discriminating?

Didn't she use her husband as a distraction in a V.C. Commission meeting to distract from the main issue by stating he is a white Mormon and she is Hispanic?

**If it appears to you, that by Kirkham's actions, she is only interested in taking care of herself, old school friends and relatives but not serving all the people, then shouldn't she be taken out of office?**

### **Should commissioner Kirkham be recalled?**

Send your response to Concerned Citizens - P.O. Box 117 - Tome, NM 87060



**VALENCIA COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**RESOLUTION № 2009 44**

**IMPOSITION OF A MOBILE HOME TAX COLLECTION SERVICE FEE**

**WHEREAS**, the Board of County Commissioners met in a regularly scheduled meeting on Wednesday, October 7, 2009 at 5:00 p.m. in the County Commission Chambers located at 444 Luna Ave. Los Lunas, New Mexico 87031; and

**WHEREAS**, NMSA 1978 Section 7-38-42 (A) (2003) declares that "[t]he county treasurer has the responsibility and authority for collection of taxes and any penalties or interest due under the Property Tax Code except for the collection of delinquent taxes, penalties and interest authorized to be collected by the department under Section 7-38-62 NMSA 1978"; and,

**WHEREAS**, NMSA 1978 Section 7-38-58 (1974) requires that the County Treasurer offer for sale all personal property seized by a demand warrant and requires the Treasurer to take into account the expense of the sale to recover costs; and,

**WHEREAS**, the County Treasurer has no other means of recouping the expenses involved in the collection of delinquent mobile home taxes, including but not limited to the costs of the sale, mailings, publishing and research; and,

**WHEREAS**, Valencia County Resolution 1998-39 set a collection fee of \$25.00 per mobile home.

**NOW, THEREFORE, BE IT RESOLVED**, that the Valencia County Treasurer with the support of the Valencia County Board of County Commissioners impose a Treasurer/Collection fee of \$100.00 per mobile home, to defer administrative costs associated with the collection of delinquent mobile home taxes when such mobile homes are placed on a public auction tax sale due to nonpayment of delinquent mobile home property taxes. Additional costs may be imposed pursuant on NMSA 1978 Section 7-38-58 (1974) as deemed necessary by the Treasurer to cover additional administrative expenses of the sale.


**NOW, THEREFORE, BE IT FURTHER RESOLVED**, Valencia County Resolution 1998-39 is hereby repealed, as well as all other Resolutions relating the imposition of such a fee in conflict with the above provisions, by the adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED**, on this 7<sup>th</sup> day of October, 2009.


**EXHIBIT B**

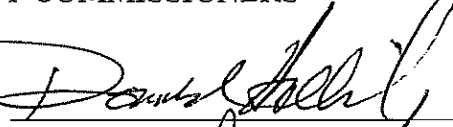
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BOARD OF COUNTY COMMISSIONERS

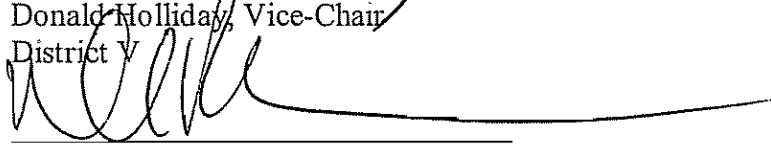
  
Pedro G. Rael, Chair

District I

  
Georgia Otero-Kirkham, Commissioner  
District II

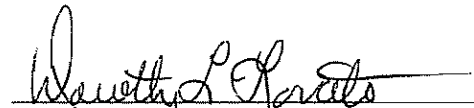
  
Donald Holliday, Vice-Chair

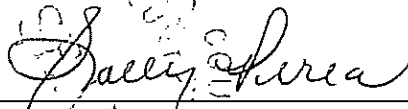
District V

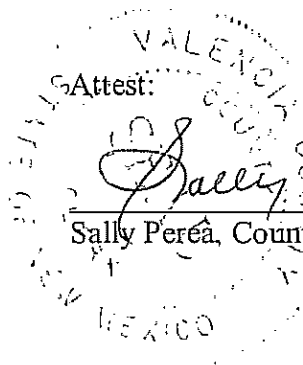
  
David R. Medina, Commissioner  
District III

  
Ron Gentry, Commissioner  
District IV

COUNTY TREASURER

  
Dorothy L. Novato, Treasurer

Attest:  
  
Sally Peréa, County Clerk



**INTERGOVERNMENTAL AGREEMENT  
County of Valencia and the County of Cibola**

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") is made by and between the County of Valencia, a political subdivision in the State of New Mexico and the County of Cibola, New Mexico, a political subdivision in the State of New Mexico. Unless specified otherwise, all references in this Agreement to "the parties" include the County of Valencia and County of Cibola.

**RECITALS**

**WHEREAS**, The purpose of this Agreement is to provide for housing and care of the County of Valencia inmates by County of Cibola at the Cibola County Detention Center located at 114 McBride Road-Suite A, Grants, New Mexico 87020 (hereinafter referred to as "CCDC").

**WHEREAS**, Cibola County Detention Center has qualified personnel who are authorized by the Laws of the State of New Mexico to provide such services; and

**WHEREAS**, County of Valencia desires to contract with County of Cibola to receive such services and County of Cibola is willing to provide such services according to the terms and conditions specified in this Agreement.

**NOW THEREFORE**, in consideration of the promises and obligations stated in this Agreement, the Parties mutual agree as follows:

**DEFINITION OF VALENCIA COUNTY PRISONER**

A Valencia County prisoner is any adult apprehended that is the legal responsibility of Valencia County or subdivision thereof. The prisoner shall remain a Valencia County prisoner for the duration of their incarceration including but not limited to, pre-arraignment, post-arraignment, pre-trial and post-sentence punishment.

**Scope of Services:**

1. Support and Medical Services. County of Cibola agrees to accept and provide for the secure custody, care, and safekeeping of County of Valencia inmates in accordance with Federal, State and local laws, standards, policies, procedures, or court orders applicable to the operations of CCDC.

Cibola County agrees to provide adequate space, a nutritional and balanced diet, normal care and attention and such other services and facilities as are normally provided within the jail to the Prisoner's taking into consideration security requirements.

Cibola County shall have no obligation or responsibility to accept any inmate when the inmate would result in the population of the facility exceeding the maximum designed capacity or would otherwise create a burden on the jail.

General Medical Care: County of Cibola agrees to provide County of Valencia inmates who require removal from the facility for emergency medical services with the same medical care and services provided to CCDC inmates. County of Cibola will contact County of Valencia for prior written authorization for any inmate requiring off-site medical attention in all non-emergency

situations using an agreed **Off-Sight Healthcare Referral Form**. County of Valencia agrees to fully reimburse the County of Cibola for all emergency medical services paid by the County of Cibola for the County of Valencia inmates. Notification for emergency situations will be made as soon as practicable utilizing an agreed **ER/Hospitalization Reporting Form**.

Hospitalization, Transportation and Security Costs: If a Valencia County prisoner is hospitalized for any reason other than a Cibola County caused Injury, Valencia County shall pay the charges of transportation and security for the time period the prisoner is hospitalized and not in the Detention Center.

County of Valencia will not deliver to CCDC, inmates who are on psychotropic medication, mental patients requiring 24 hour care or are assigned to the medical pod, have current off-site appointments, are diabetic inmates or infirmary patients, are actively receiving wound care or of air pathogen diseases, or are of HIV positive.

Pre-existing Illness and Injury: Cibola County shall not be responsible or liable for the cost of prisoner treatment for any pre-existing sickness, illness or injuries.

Pharmaceuticals: Valencia County is responsible for the charges related to pharmaceuticals for its prisoners.

Upon delivery of an inmate to the CCDC, County of Valencia will furnish to CCDC a Health Status Transfer Form. If the inmate does not meet qualified conditions, CCDC may return inmate.

Should any prisoner incarcerated under this Contract fail to comply with the rules and regulations of the Detention Center becomes a disciplinary problem, or cause any other problems within the facility, written or verbal notice will be given to Valencia County and the prisoner shall be removed as soon as possible by Valencia County.

2. Minimum Standards – Transportation of Inmates. County of Valencia will be responsible for transporting the inmates to CCDC. County of Valencia will have the responsibility to transport inmates back to County of Valencia, for court hearings or medical appointments.

County of Cibola agrees that the CCDC will meet the following minimum standards for inmates:

- A. 24-hour supervision.
- B. Compliance with applicable fire or life safety codes, including but not limited to adequate smoke/fire detection equipment.
- C. A minimum of three meals in a 24-hour period with no more than 8 hours between meals for inmates.
- D. Appropriate 24-emergency medical care and emergency evacuation procedures.
- E. Compliance with all applicable American Correctional Association standards common to jails.
- F. Additional standards and procedures as agreed in writing by both parties.

3. Inspection. County of Cibola agrees to allow reasonable periodic inspections of the facility by County of Valencia personnel. Findings will be shared with the facility administrator to promote improvements to the facility operations or conditions of confinement for County of Valencia inmates. County of Cibola may postpone such inspection if in its sole discretion County of Cibola determines that such access to the facility could pose a health or safety risk to City of

Grants, County of Cibola, or CCDC personnel, or the inmate population or during facility inmate count or special operation of the facility in process.

4. Term. This Agreement shall commence on September 1, 2009 and continue for a period of three years, unless terminated as provided herein. This Agreement may be amended periodically by mutual written agreement of the parties.
5. Compensation. For performing the services specified in this Agreement, County of Valencia agrees to pay County of Cibola at the rate of Fifty-Four Dollars (\$54.00) per day per inmate. A day shall refer to a calendar day of 24 hours measured from midnight to the next midnight. A partial day will be considered a full day unless stated otherwise in the Agreement. The per diem rate does not include any applicable gross receipts taxes. Any medical services expenses incurred, without limitations, medically related transportation or security may be billed separately in addition to the monthly housing of inmates billing. County of Valencia agrees to pay County of Cibola within thirty (30) days of receipt of invoice. Any charges billed to County of Valencia not belonging to County of Valencia may be deducted from invoice or credit given on the next period billing. A refund will be made if there is no next period billing.

The daily rate may be renegotiated prior to the termination of the contract if significant changes occur in the Detention Center operations or facilities resulting from a court order.

6. Appropriations. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the County of Valencia Council Members making the appropriations necessary for the performance of this Agreement. If sufficient appropriations are not made by the County of Valencia Council Members, this Agreement may be terminated at the end of County of Valencia then current fiscal year upon written notice 60 days prior to the beginning of the next fiscal year. Such event shall not constitute an event of default. All payment obligations of County of Valencia and of its interest in this Agreement will cease upon the date of termination, which will become effective when County of Valencia removes its last inmate and compensates Cibola County for all amounts due and owing under this Agreement.
7. Independent Contractor. Neither Cibola County nor its employees are considered to be employees of County of Valencia for any purpose whatsoever. County of Cibola is considered an Independent Contractor at all times in the performance described herein.
8. Personnel.
  - A. County of Cibola represents that it has, or will secure at its own expense, all personnel required in performing the scope as described under this Agreement. Such personnel shall be authorized or permitted under federal, state and local laws to perform such. Such personnel shall not be employees of or have any contractual relationships with County of Valencia.
  - B. All work required hereunder will be performed by County of Cibola or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such work.
  - C. Services covered by this Agreement may be subcontracted and Subcontractor shall be subject and adhere to each provision of this Agreement.
9. Equal Opportunity Compliance. County of Cibola agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity.



10. ADA Compliance. County of Cibola agrees to meet all the requirements of the Americans with Disabilities Act and all rules and regulations that apply to all public entities.
11. Reports and Information. At such times and in such forms as kept by the County of Cibola upon request for records, housing and medical by County of Valencia be provided pertaining to their inmates only. Special or uncommon reports, data or information may be requested and provided. A reasonable fee may be charged.
12. Establishment and Maintenance of Records. Records shall be maintained by County of Cibola in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state and local regulations and laws. County of Valencia agrees to be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and cost (including legal fees and expenses) arising out of or related to any claim in whole or part that County of Valencia failed to disclose any inmate information in violation of the Freedom of Information Act or any similar state law.
13. Audits and Inspections. Upon at least five (5) business days written notice and during normal business hours, but not to exceed once per quarter, there shall be made available to County of Valencia for examination all of the County of Cibola's records with respect to the areas covered by this Agreement. County of Cibola shall permit County of Valencia to audit, examine, and make excerpts or transcripts from such records relating to their inmates and this Agreement only. No other contract or any forms of records of personnel are covered. Time sheets and payroll stub may be provided to validate time charged for work performed under this agreement.
14. Compliance with Laws. County of Cibola shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.
15. Changes. Requested changes in the Services to be performed, including any increase or decrease in the amount of Cibola County's compensation, which are mutually agreed upon by and between County of Valencia and County of Cibola, shall be incorporated in written amendments to this agreement.
16. Neither party shall assign any interest in this Agreement nor shall it transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the other party thereto.
17. Termination for Cause. If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall, if the breaching party has failed to cure such breach within fifteen (15) days of receiving written notice of such breach from the non-breaching party, have the right to terminate this Agreement by giving written notice to the breaching party of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, Cibola County shall be entitled to receive just and equitable compensation for any work completed hereunder.  
  
Notwithstanding the above, the breaching party shall not be relieved of liability to the non-breaching party for damages sustained by the non-breaching party by virtue of any breach of this Agreement by either party.
18. Termination for Convenience. This Agreement may be terminated by either party upon written notice delivered to the other party at least Fifteen (15) days prior to the date of termination. By

such termination, neither party may nullify obligations already incurred prior to the date of termination.

19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
20. No Waiver. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
21. Essence. Time is of the essence in the performance of the parties' obligations pursuant to this Agreement.
22. Applicable Law. This agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.
23. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. All mutual agreed written amendments become part of this Agreement.
24. Liability. As between the parties, each party acknowledges and represents that it will be responsible, to the extent of its negligence, for liability arising from personal injury or damage to persons or property occasioned by its employees or agents. The liability of the County of Cibola and County of Valencia shall be subject in all cases to the immunities and limitations of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and amendments thereto.
26. Approval Required. This Agreement shall not become effective or binding until approved by the County of Cibola County Manager and County of Valencia Manager.

IN WITNESS WHEREOF, Valencia County and County of Cibola have executed this Agreement as of the date first above written.

APPROVED BY:

COUNTY OF CIBOLA

\_\_\_\_\_  
Name, Manager

\_\_\_\_\_  
Date

County of Cibola

\_\_\_\_\_  
Chairman  
County of Cibola Commission


\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
County of Cibola Attorney

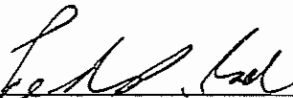
\_\_\_\_\_  
Date

COUNTY OF VALENCIA

  
\_\_\_\_\_  
Name, Manager

10-8-9  
\_\_\_\_\_  
Date

County of Valencia

  
\_\_\_\_\_  
Chairman  
County of Valencia

10-7-09  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney/or Legal Department

\_\_\_\_\_  
Date

## MEDICAL DEPARTMENT

~~P.O. Box 139~~ 114 MC BRIDE ROAD Suite A

GRANTS, NEW MEXICO 87020

TO:	
FROM:	
FAX# TO DESTINATION	
PHONE # DESTINATION	
DATE	#PAGES
RE:	
URGENT	PLEASE COMMENT
FOR REVIEW	PLEASE REPLY

PLEASE BE ADVISED: SINCE YOUR COUNTY REQUIRES APPROVAL FOR ANY MEDICAL CARE TO BE PROVIDED FOR YOUR INMATE OTHER THAN LIFE THREATENING SITUATIONS - A WRITTEN APPROVAL FOR CONTINUED CARE OF MEDICAL/PSYCHE NEEDS IS REQUIRED DUE TO COST S TO YOUR COUNTY. IF APPROVAL IS NOT RECEIVED THE INMATE WILL BE TRANSFERRED BACK BECAUSE WE ARE UNABLE TO ADDRESS HIS/HER ISSUES AND IT PLACES THIS FACILITY AT A LIABILITY . A SIGNED RESPONSE IS REQUIRED TO VERIFY THAT YOUR COUNTY HAS ACCEPTED THE COSTS OF THIS CARE. THE MEDICAL FORM IS ATTACHED WITH THIS FORM. THANK YOU

**CIBOLA COUNTY DETENTION CENTER**

**MEDICAL DEPARTMENT**

PHONE# 505-287-6949/FAX 505-287-6991

THE FOLLOWING IS A WRITTEN VERIFICATION THAT THE MEDICAL DEPARTMENT AT CIBOLA COUNTY DETENTION CENTER HAS BEEN GIVEN PERMISSION TO PROVIDE THE FOLLOWING MEDICAL CARE TO THE FOLLOWING INMATE THAT IS BEING HOUSED AT THIS FACILITY:

<b>COUNTY:</b>	
<b>INMATE NAME</b>	<b>IM#</b>
<b>SS#</b>	<b>DOB</b>

THE ABOVE NAMED INMATE IS IN NEED OF THE FOLLOWING MEDICAL OR DENTAL CARE FOR THE FOLLOWING REASONS:


PAST MEDICAL ASSESSMENT/EVALUATION THIS MEDICAL DEPARTMENT RECOMMENDATIONS ARE AS FOLLOWS:

1. TRANSPORTATION TO THE HOSPITAL:
A. ER EVALUATION FOR IMMEDIATE CARE <input type="checkbox"/>
B. X-RAYS/LAB/EKG <input type="checkbox"/>
C. OPS - DIAGNOSTIC TEST <input type="checkbox"/>
2. MD OFFICE VISIT FOR EVALUATION/MED REORDER/WOUND CARE ETC. <input type="checkbox"/>
3. SCHEDULE FOR PSYCHE VISIT FOR MENTAL HEALTH/EVALUATION/CONT. PSYCHE THERAPY/ REORDER OR CONTINUATION OF PSYCHE MEDS <input type="checkbox"/>
4. DENTAL CARE /TREATMENT OF ABCESS OR TOOTH EXTRACTIONS ONLY <input type="checkbox"/>

THE FOLLOWING CARE FOR THE ABOVE NAMED INMATE:

HAS BEEN APPROVED ☐

HAS BEEN DENIED ☐

COUNTY AUTHORIZED SIGNATURE

DATE: TIME:

RECOMMENDATION FOR THE CARE AND TREATMENT OF THIS IM BY CONTRACT COUNTY OFFICIAL

PLEASE FAX A WRITTEN RESPONSE TO THIS FACILITY AS SOON AS POSSIBLE SO THAT THIS MEDICAL DEPARTMENT CAN ADDRESS THE INMATE'S NEEDS.

CIBOLA COUNTY DETENTION CENTER  
MEDICAL DEPARTMENT  
NOTIFICATION OF REQUIRED EMERGENCY MEDICAL CARE

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

ATTENTION: \_\_\_\_\_ COUNTY \_\_\_\_\_

PLEASE BE ADVISED THAT THE FOLLOWING NAMED INMATE:

INMATE: \_\_\_\_\_  
IM DOB \_\_\_\_\_ CCDC IM # \_\_\_\_\_

WAS EVALUATED MEDICALLY AND IT WAS DETERMINED THAT HE/SHE  
REQUIRED FURTHER EVALUATION/CARE THAN IS ABLE TO PROVIDED BY  
THE CCDC CLINIC. THEREFORE THE INMATE WAS REFERRED TO CIBOLA  
GENERAL HOSPITAL EMERGENCY ROOM FOR THE FOLLOWING REASONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FINDING	FROM	ER	VISIT
---------	------	----	-------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

RECOMMENDATIONS FOR CONTINUED MEDICAL CARE ARE AS FOLLOWS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE/TIME INFORMATION FAXED \_\_\_\_\_  
BY WHOM: \_\_\_\_\_ CONFIRMATION: YES \_\_\_ NO \_\_\_



DATE: \_\_\_\_\_  
IM NAME: \_\_\_\_\_  
IM DOB: \_\_\_\_\_

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

BOOK 068 PAGE 270

## CONVEYANCE OF TANGIBLE PERSONAL PROPERTY

THIS CONVEYANCE ("Instrument") is made, delivered, and effective this \_\_\_\_ day of July 1, 2009, by and from the Board of County Commissioners of the County of Valencia (the "Grantor"), to the Town of Peralta (the "Grantee"),

WITNESSETH:

The Grantor, for good and valuable consideration, the receipt and sufficiency of all of which is hereby recited and acknowledged, does grant, convey, assign, transfer, set over and deliver unto the Grantee the following rights, titles, estates and interests (all of which are herein called the "Subject Interests"), subject to requisite statutory approvals:

All right, title, interest and estate of the Grantor in and to:

A. the following items of equipment, machinery, office furniture, vehicles and other personalty:

[SEE ATTACHED (23) PAGE INVENTORY]

of Grantor.

TO HAVE AND TO HOLD the Subject Interests, together with all and singular the rights, privileges and appurtenances in any way belonging thereto, unto the Grantee and the Grantee's successors and assigns forever.

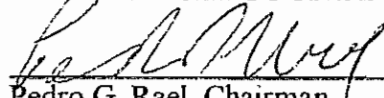
The Grantor has concurrently herewith and in pursuance hereof directly assigned to the Grantee certificates of title to all of the above-described vehicles.

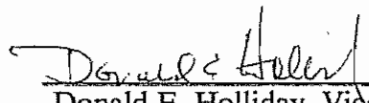
THE GRANTOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY AND FIXTURES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS; AND (d) ANY WARRANTY, EXPRESS OR IMPLIED.

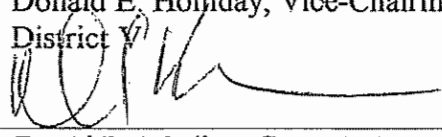
EXHIBIT E

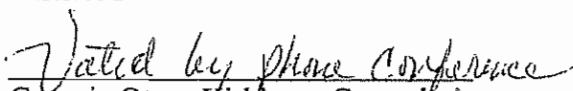
IN WITNESS WHEREOF, the said Board of County Commissioners of Valencia County, New Mexico, have caused this instrument to be signed for and on behalf of said Valencia County, New Mexico on this 1 day of July, 2009.

**BOARD OF COUNTY COMMISSIONERS  
OF VALENCIA COUNTY**

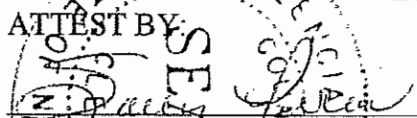
  
Pedro G. Rael, Chairman  
District I

  
Donald E. Holliday, Vice-Chairman  
District VI

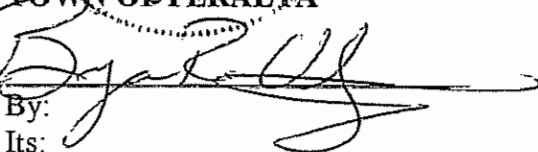
  
David R. Medina, Commissioner  
District III

  
Georgia Otero-Kirkham, Commissioner  
District II

  
Ron Gentry, Commissioner  
District IV

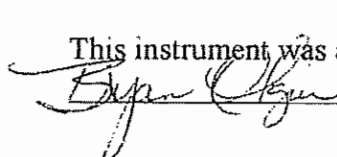
ATTEST BY:  
  
Sally Perea, County Clerk

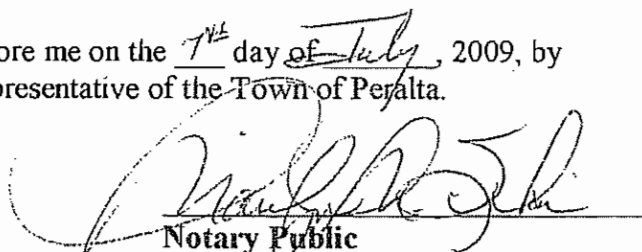
  
TOWN OF PERALTA

By:   
Its:

A duly authorized representative of the  
Town of Peralta.

STATE OF NEW MEXICO )  
COUNTY OF VALENCIA )

This instrument was acknowledged before me on the 1<sup>st</sup> day of July, 2009, by , an authorized representative of the Town of Peralta.

  
Notary Public

(Seal)

My commission expires:  
April 6, 2013

## QUITCLAIM DEED

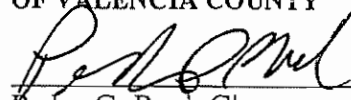
The County of Valencia, New Mexico, a body politic and corporate, organized and existing under and by virtue of the laws of the State of New Mexico for consideration paid, quitclaims to Peralta Fire Department, whose address is 03 McGee Rd. Peralta, NM 87042 the following described property in Valencia County, New Mexico:

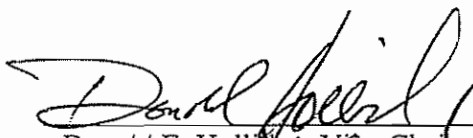
A certain tract of land in Valencia County, New Mexico, comprising Tracts 38-b and 39, as such tracts are shown on Map 66 of the surveys of the MRGCD being within Sec. 3, T 7 N, R 2 E, NMPM, and bounded as follows: ON THE NORTH AND EAST BY A COUNTY ROAD; ON THE SOUTH BY THE PERRALTA DITCH; ON THE WEST BY TRACT 38-A, LAND NOW OR FORMERLY OF MOISES MIRABAL, the tract being more particularly described as follows: BEGINNING at the northeast corner of the tract whence the East right of way marker at Station 112+58.60 of N.M. Project No. S 1305(3) also known as N.M. State Road No. 47 bears N 76 deg. 41' 11" E 115.45 feet distant and running as follows:


Thence S 15 deg. 15' 18" W 225.30 feet to the southeast corner;  
Thence N 62 deg. 02' 32" W 110.73 feet to the southwest corner;  
Thence N 14 deg. 50' 09" E 209.70 feet to the northwest corner;  
Thence S 70 deg. 10' 55" E 109.90 feet to the northeast corner and the point of beginning and containing 0.543 acre.


IN WITNESS WHEREOF, the said Board of County Commissioners of Valencia County, New Mexico, have caused this instrument to be signed for and on behalf of said Valencia County, New Mexico on this 7<sup>th</sup> day of October, 2009.

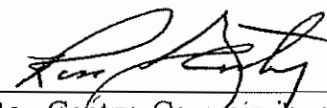
### BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

  
Pedro G. Rael, Chairman  
District I

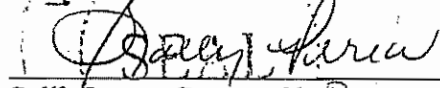
  
Donald E. Holliday, Vice-Chairman  
District V

  
Georgia Otero-Kirkham, Commissioner  
District II

  
David R. Medina, Commissioner  
District III

  
Ron Gentry, Commissioner  
District IV

ATTEST BY:

  
Sally Perea, County Clerk

VALENCIA COUNTY  
CLERK  
STATE OF NEW MEXICO

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION 2009-23

**TRANSFER OF FIRE EQUIPMENT & REAL PROPERTY TO TOWN OF PERALTA**

WHEREAS, the Board of County Commissioners met in a regularly scheduled meeting on Wednesday, April 15th, 2009 at 5:00 p.m. at 444 Luna Avenue, Los Lunas, New Mexico 87031; and,

WHEREAS, NMSSA 1978 § 13-6-2 (A) (2007), authorizes the County to sell or otherwise dispose of real property belonging to the County "provid[ed] a written determination has been made."

WHEREAS, NMSA 1978 § 13-6-2 (B) (2) provides in part that, "[a] local public body...may sell or otherwise dispose of real or tangible personal property...by negotiated sale or donation to other state agencies, local public bodies, school districts or state educational institutions," and,

WHEREAS, NMSA 1978 § 13-6-2.1(A) (2003) provides that the donation of real property in excess of \$25,000 must be approved, prior to its effective date, by the New Mexico Board of Finance, and,

WHEREAS, the residents within a defined area of Peralta held an election and voted to incorporate as a municipality and,

WHEREAS, the municipal boundaries are those of the Peralta Fire District and,

WHEREAS, the Peralta Fire Department has continued to operate under the auspices of the Town of Peralta since the incorporation took place with Valencia County serving as fiscal agent and the Valencia County Fire Administration assisting with the daily operations of the fire station and,

WHEREAS, the County and Municipal Fire Departments have active mutual/automatic side agreements in place to assist each other when the need for each others' assistance arises for fire service emergencies, and,

WHEREAS, Valencia County Fire Department is transferring certain real property and the fire station facility, six fire service vehicles and the fire equipment housed in the facility and,

WHEREAS, the Board of County Commissioners of Valencia County supports the transfer of the real property, the fire station facility, six fire service vehicles and the fire equipment housed in the facility and tangible personal property to the municipality of Peralta.

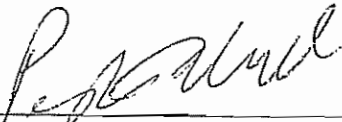
NOW THEREFORE, BE IT RESOLVED, that the Valencia County Board of County Commissioners adopts this resolution and respectfully requests approval from the New Mexico Board of Finance.

APPROVED, ADOPTED AND PASSED on this 15<sup>th</sup> day of April, 2009

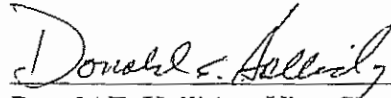
BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

P.O. Box 1119/ 444 Luna Ave.

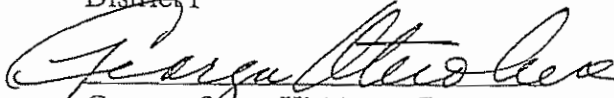
Los Lunas, NM 87031



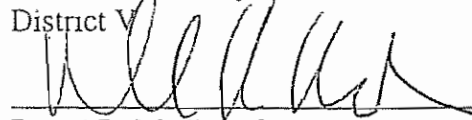
Pedro G. Rael, Chairman  
District I



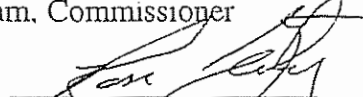
Donald E. Holliday, Vice-Chairman  
District V



Georgia Gero-Kirkham, Commissioner  
District II

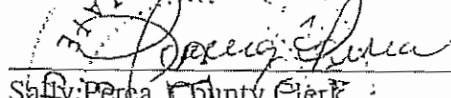


David R. Medina, Commissioner  
District III

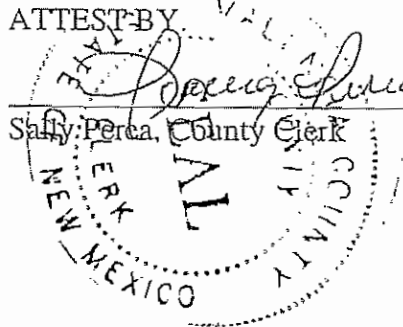


Ron Gentry, Commissioner  
District IV

ATTEST BY



Sally Perca, County Clerk





VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION 2009- 27  
(SUPERSEDES RESOLUTION 2009-23)

**TRANSFER OF FIRE EQUIPMENT, FIRE SERVICE VEHICLES, AND OTHER  
TANGIBLE PERSONAL PROPERTY TO TOWN OF PERALTA**

WHEREAS, the Board of County Commissioners met in a regularly scheduled meeting on Wednesday, July 1, 2009, at 5:00 p.m. at 444 Luna Avenue, Los Lunas, New Mexico 87031; and,

WHEREAS, NMSA 1978 § 13-6-2(B)(2) (2007) provides in part that, "[a] local public body...may sell or otherwise dispose of real or tangible personal property...by negotiated sale or donation to other state agencies, local public bodies, school districts or state educational institutions," and,

WHEREAS, NMSA 1978 § 13-6-2(D) (2007) provides that the donation of tangible personal property in excess of \$5,000 must be approved, prior to its effective date, by the Department of Finance and Administration, and,

WHEREAS, the residents within a defined area of Peralta held an election and voted to incorporate as a municipality and,

WHEREAS, the municipal boundaries are those of the Peralta Fire District and,

WHEREAS, the Peralta Fire Department has continued to operate under the auspices of the Town of Peralta since the incorporation took place with Valencia County serving as fiscal agent and the Valencia County Fire Administration assisting with the daily operations of the fire station and,

WHEREAS, the County and Municipal Fire Departments have active mutual/automatic side agreements in place to assist each other when the need for each others' assistance arises for fire service emergencies, and,

WHEREAS, Valencia County Fire Department is transferring fire service vehicles, fire equipment, and other tangible personal property as detailed below, and,

WHEREAS, the Board of County Commissioners of Valencia County supports the transfer of the fire service vehicles, the fire equipment, and the other tangible personal property as detailed below to the municipality of Peralta.

[See attached inventory list]

NOW THEREFORE, BE IT RESOLVED, that the Valencia County Board of County Commissioners adopts this resolution approving the transfer of the fire service

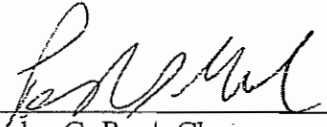
vehicles, the fire equipment, and the other tangible personal property as detailed below, subject to the approval of the Department of Finance and Administration.

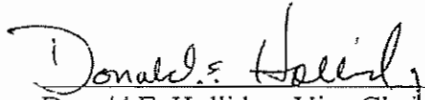
**APPROVED, ADOPTED AND PASSED** on this 1<sup>st</sup> day of July, 2009.

**BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY**


P.O. Box 1119/ 444 Luna Ave.

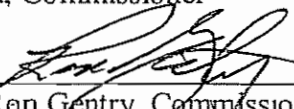
Los Lunas, NM 87031

  
Pedro G. Rael, Chairman  
District I

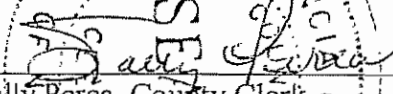
  
Donald E. Holliday, Vice-Chairman  
District V

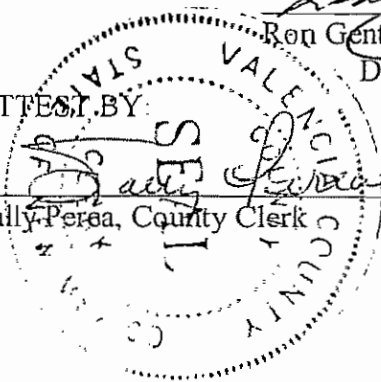
  
Georgia Otero-Kirkham, Commissioner  
District II

  
David R. Medina, Commissioner  
District III

  
Ron Gentry, Commissioner  
District IV

ATTEST BY:

  
Sally Perea, County Clerk



30 JUL 2009

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION № 2009-045  
SPECIAL ELECTION PROCLAMATION AND RESOLUTION

**WHEREAS**, the Board of County Commissioners of Valencia County met in a regular meeting on Wednesday, October 7, 2009 at 5:00 p.m. in the Valencia County Commission Chambers, 444 Luna Ave. Los Lunas, NM 87031; and

**WHEREAS**, on Wednesday, July 22, 2009, the Board of County Commissioners adopted Ordinance Number 2009-002 Adopting a County Correction Facility Gross Receipts Tax, imposing on any person engaging in business in Valencia County for the privilege of engaging in business in Valencia County an excise tax equal to one eighth of one percent (.125%) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act; and,

**WHEREAS**, on Wednesday, October 7, 2009 the Valencia County Clerk verified pursuant to NMSA 1978 Section 7-20E-3 (A)(1) (2003) that a number of voters greater or equal to five percent (5%) of the number of the voters in the county who were registered to vote in the most recent general election signed a petition that was subsequently timely filed with the Office of the County Clerk requesting an election on whether or not the County should impose the excise tax; and,

**WHEREAS**, NMSA 1978 Section 7-20E-3 (A)(2) (2003) provides in part that “[i]f the petition is verified by the county clerk as containing the required number of signatures of registered voters, the governing body shall adopt a resolution calling an election on the question of approving or disapproving the ordinance. The election shall be held within sixty days after the date the petition is verified by the county clerk”; and,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY, NEW MEXICO AS FOLLOWS:

Section 1. On the 24th day of November, 2009, there will be held in Valencia County, New Mexico, a special all mail ballot election, according to the provisions of the Mail Ballot Election Act, NMSA 1978 Section 1-23-1 *et seq.*, for the purpose of submitting to the qualified electors of Valencia County the County Correctional Facility Gross Receipts Tax question of whether Valencia County, New Mexico, shall impose a County Correctional Facility Gross Receipts Tax at the rate of one-eighth of one percent (.125%) of the gross receipts reported or required to be reported on persons engaged in business in the incorporated and unincorporated areas of Valencia County for the privilege of engaging in business in this County.

Section 2. Each registered voter in every precinct of Valencia County shall be mailed an absentee ballot along with a statement that there will be no polling place for the

election. Voters shall not be required to file an application for the absentee ballot. The ballot shall be mailed to each voter no earlier than the thirty-fifth day prior to the election, and the mailing shall be completed by the fifth day before the election. The mailing shall include a printed notice to the voters informing the voters that they shall return the voted ballot by mail.

Section 3. The county clerk shall accept completed official mailing envelopes until 7:00 p.m. on November 24, 2009.

Section 4. At such election, the following question shall be submitted to such qualified, registered electors of the County:

**COUNTY CORRECTIONAL FACILITY GROSS RECEIPTS TAX QUESTION**

Shall the Board of County Commissioners of Valencia County, New Mexico, impose a County Correctional Facility Gross Receipts Tax at the rate of one-eighth of one percent (.125%) of the gross receipts reported or required to be reported on persons engaged in business in the incorporated and unincorporated areas of Valencia County for the privilege of engaging in business in this County?

Section 5. The test of said question shall be that a majority of votes be cast in the affirmative.

Section 6. A person is a qualified elector of the County if he or she is a citizen of the United States, at least 18 years of age on the date of the Election and a resident of the County on the day of the Election. In order to vote, qualified electors of the County must have previously registered with the County Clerk of Valencia County in accordance with Section 1-4-1 through 1-4-48, NMSA 1978. Any qualified elector of the County who is not now registered and wishes to vote at such Election should register during regular office hours prior to 5:00 p.m. on October 27, 2009 being the twenty-eighth day immediately preceding the Election at the office of the County Clerk of Valencia County, 444 Luna Ave. Los Lunas, New Mexico or at the office of any deputy registration officer appointed by the County Clerk of Valencia County or a motor vehicle deputy registration officer as provided in Section 1-4-47 NMSA 1978.

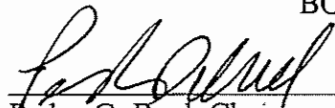
Section 7. That the County Manager and the officers of the County be, and they hereby are, authorized and directed to take all action necessary as appropriate to effectuate the provisions of this resolution and the aforesaid preceding resolution.

Section 8. All action heretofore taken by the Board, the County Manager and the officers of the County not inconsistent with the provisions of this resolution and the Special Election Proclamation and Resolution directed toward the calling and conducting of the Election be, and the same hereby is ratified, approved and confirmed.

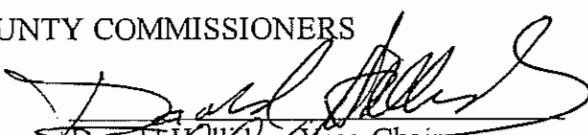
Section 9. All acts, motions, or resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency.

**APPROVED, ADOPTED, AND PASSED** on this 7th day of October, 2009.

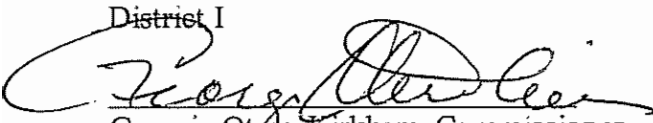
BOARD OF COUNTY COMMISSIONERS

  
Pedro G. Rael, Chair

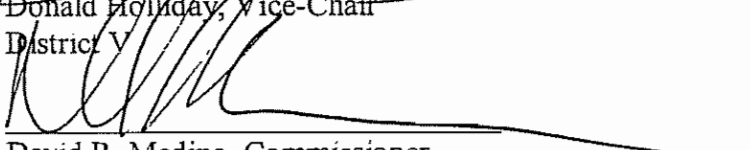
District I

  
Donald Holliday, Vice-Chair

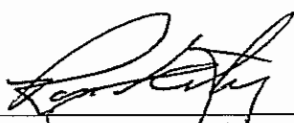
District V

  
Georgia Otero-Kirkham, Commissioner

District II

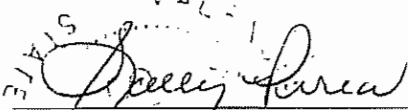
  
David R. Medina, Commissioner

District III

  
Ron Gentry, Commissioner

District IV

Attest:

  
Sally Perea, County Clerk

**VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION 2009- 46**

**OPEN MEETINGS ACT RESOLUTION**

**WHEREAS**, the Valencia County Board of Commissioners met upon notice of meeting duly published at the Valencia County Administration Building, 444 Luna Avenue, Los Lunas, New Mexico 87301 on a October 7, 2009, at 5:00 p.m.; and,

**WHEREAS**, Section 10-15-1 (B) of the Open Meetings Act (NMSA 1978, Section 10-15-1 to - 4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission or their policy-making body of any state or local public agency held for the purpose of formulating public policy, or for the purpose of taking any action within the authority of such body, are declared to be public meetings open to the public at all times; and,

**WHEREAS**, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

**WHEREAS**, Section 10-15-1 (D) of the Open Meetings Act requires the Valencia County Commission to determine annually what constitutes reasonable notice of its public meetings; and,

**WHEREAS**, it has come to light that the annual notice resolution adopted by the Valencia Board of County Commissioners on January 7, 2009, contained typographical errors that the Board is interested in correcting.

**NOW, THEREFORE, BE IT RESOLVED**, by the Valencia County Commission.

1. All meetings shall be held at the Valencia County Administration Building, 444 Luna Avenue, Los Lunas, New Mexico 87301 at 5:00 p.m. or as indicated on the meeting notice.
2. Business meetings shall start at 5:00 p.m. and Public Hearing meetings shall start at 5:00 p.m., or as indicated in the meeting notice. Business meetings will be held the first and third Wednesday of each month; and Public Hearing meetings will be held each month on the second Wednesday of each month, unless otherwise specified. The agenda will be available at least twenty-four hours prior to the meeting from the County Manager, whose office is located at 444 Luna Avenue, Los Lunas, New Mexico 87301. Notice of any other regular meetings will be given at least five days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.

**EXHIBIT G**



3. Special meetings may be called by a majority of the members upon three days notice. The notice shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least twenty-four hours before any special meeting.
4. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of the citizens or to protect the public body from substantial financial loss. The Valencia County Commission will avoid emergency meetings whenever possible. Emergency meetings may be called by the Chairman or a majority of the members upon twenty-four hours notice, unless protecting Valencia County from substantial financial loss or a threat to the health, safety and property of the citizens of Valencia County requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.
5. For the purposes of regular meetings and special meetings described in paragraphs 2 and 3 of this resolution, notice requirements are met if the notice of the date, time, place and agenda is placed in a newspaper of general circulation in Valencia County and at posted at the Valencia County Administration Office, 444 Luna Avenue, Los Lunas, New Mexico 87301. Copies of the written notice shall also be mailed, faxed or emailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
6. For the purposes of emergency meetings described in paragraph 4 of this resolution, notice requirements are met if notice of the date, time, place and agenda is provided by telephone, facsimile or email to newspapers of general circulation in the County and posted on the Courthouse bulletin board and in the County Manager's Office. Notice shall also be given by telephone, facsimile or email to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
7. In addition to the information specified above, all notices shall include the following language:

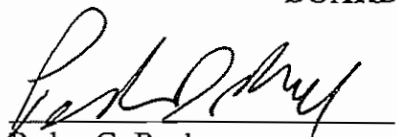
"If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the Valencia County Manager, at 444 Luna Avenue, Los Lunas, New Mexico 87301, phone (505) 866-2003 at least one (1) week prior to the meeting or as soon as possible.

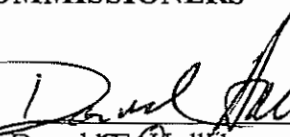
Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Valencia County Manager if a summary or other type of accessible format is needed.”


8. The Valencia County Commission may close a meeting to the public only if the subject matter of such discussion or action is exempted from the Open Meeting requirement under Section 10-15-1 (H) (1 through 10) of the Open Meetings Act.
  - A. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the County Commission taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.
  - B. If a closed meeting is conducted when the Valencia County Commission is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members of the general public.
  - C. Following completing of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.
  - D. Except as proved in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a close meeting shall be made by vote of the Valencia County Commission in an open public meeting.


**APPROVED, ADOPTED, AND PASSED** on this 7<sup>th</sup> day of October, 2009.

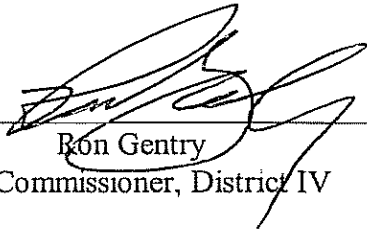
**BOARD OF COUNTY COMMISSIONERS**

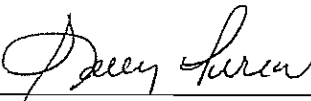
  
Pedro G. Rael  
Chair, District I

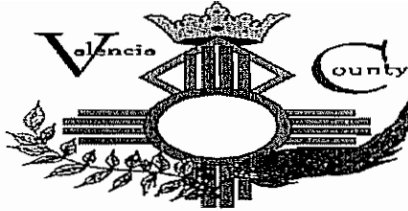
  
Donald E. Holliday  
Vice-Chair, District V

  
Georgia Otero-Kirkham  
Commissioner, District III

  
David R. Medina  
Commissioner, District IV

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

Attest:   
\_\_\_\_\_  
Sally Perea, County Clerk



BOARD OF COUNTY COMMISSIONERS

RESOLUTION 2009- 47

A RESOLUTION

ADOPTING A MULTI-YEAR INFRASTRUCTURE CAPITAL  
IMPROVEMENTS PLAN FOR 2011 to 2015

**WHEREAS**, Valencia County recognizes that the financing of public capital projects has become a major concern in the county, the state of New Mexico and nationally;

**WHEREAS**, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing limited resources;

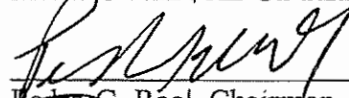
**WHEREAS**, systematic capital improvement planning is an effective tool for governmental entities and their communities to define their development needs, establish priorities and pursue positive actions and strategies to achieve necessary project development; and

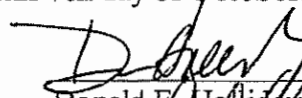
**WHEREAS**, this process contributes to both local and regional efforts in project identification and selection in short and long-range capital planning efforts.

**NOW THEREFORE, BE IT RESOLVED** by the Valencia County Board of County Commissioners that:

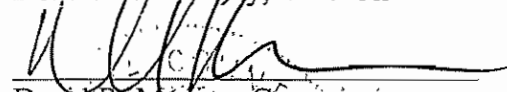
1. The County adopts the attached Infrastructure Capital Improvements Plan;
2. The Plan is intended to be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for the County's infrastructure and capital needs; and
3. This Resolution supercedes **Resolution No. 2008-41**, and any other resolutions relating to the Infrastructure Capital Improvements Plan and which are also in conflict with the above provisions of this Resolution.

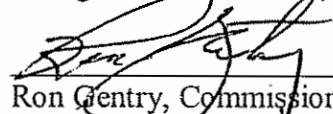
**APPROVED, ADOPTED, AND PASSED** on this 7th day of October, 2009.

  
Pedro G. Rael, Chairman

  
Donald E. Holliday, Vice-Chairman

  
Georgia Otero-Kirkham, Commissioner

  
David R. Medina, Commissioner

  
Ron Gentry, Commissioner

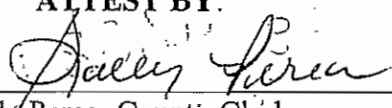
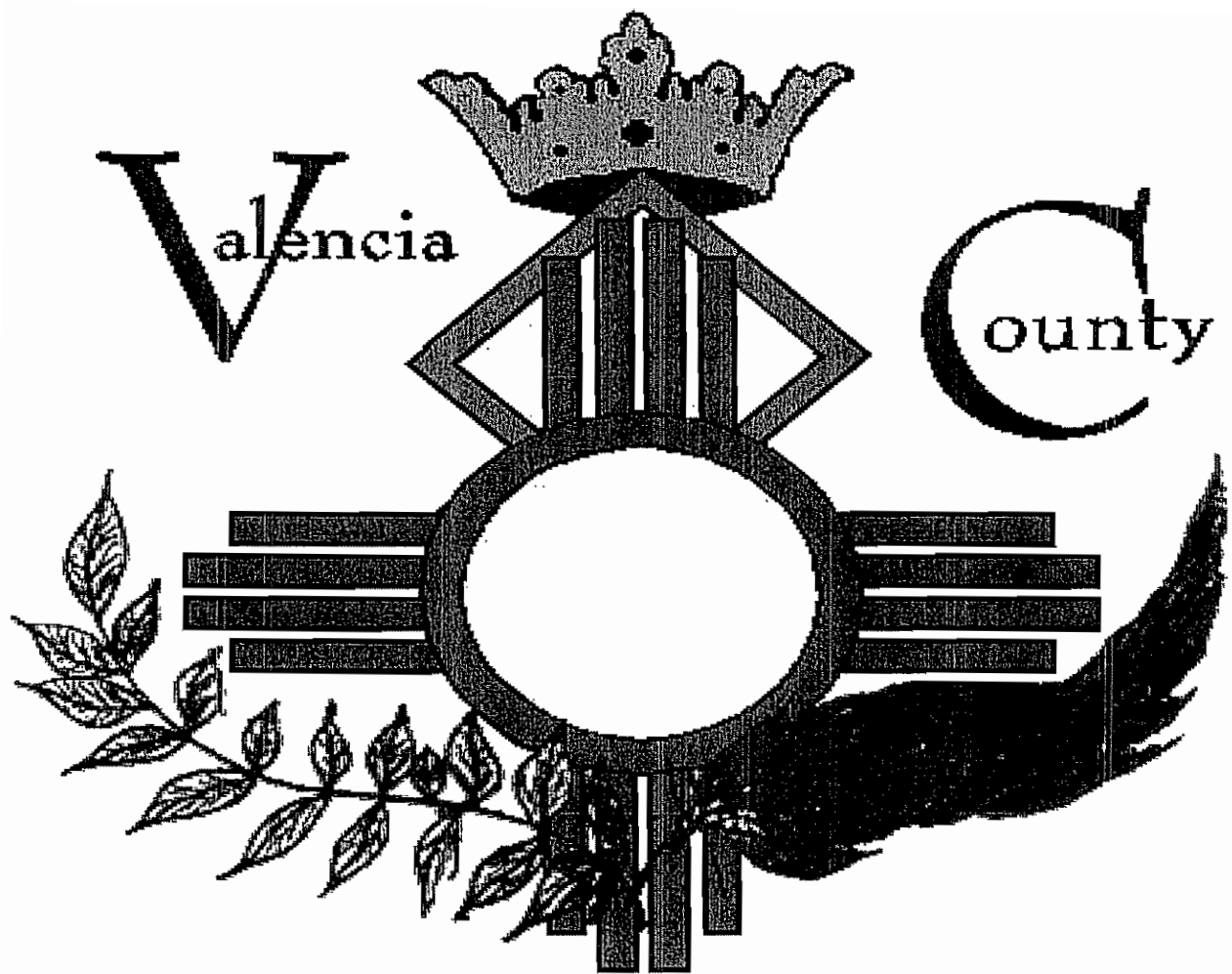
**ATTEST BY:**  
  
Sally Perea, County Clerk

EXHIBIT H



## **2010 CAPITAL OUTLAY REQUESTS:**

**Pedro G. Rael, Chair, District I**

**Donald E. Holiday, Vice-Chair, district V**

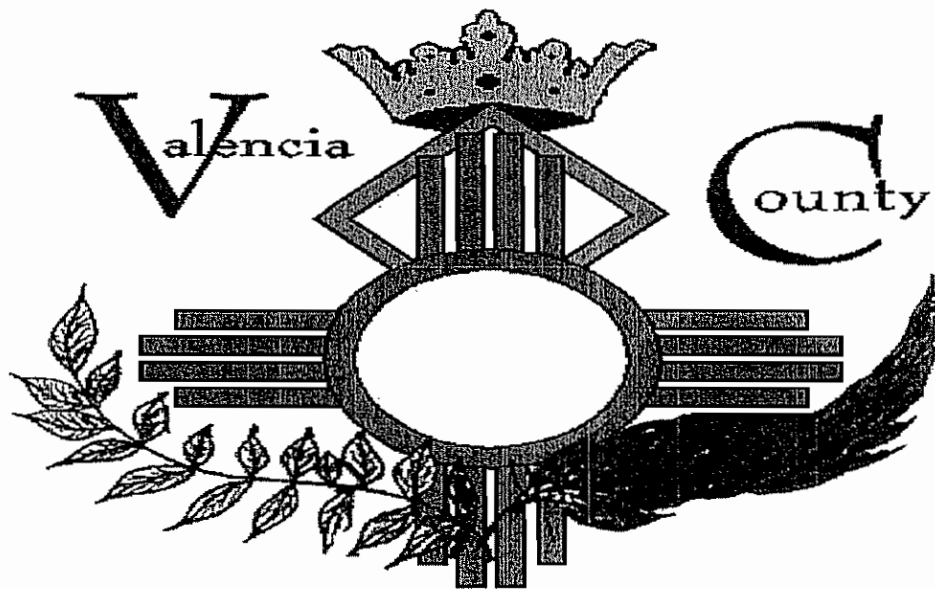
**Georgia Otero-Kirkham, District II**

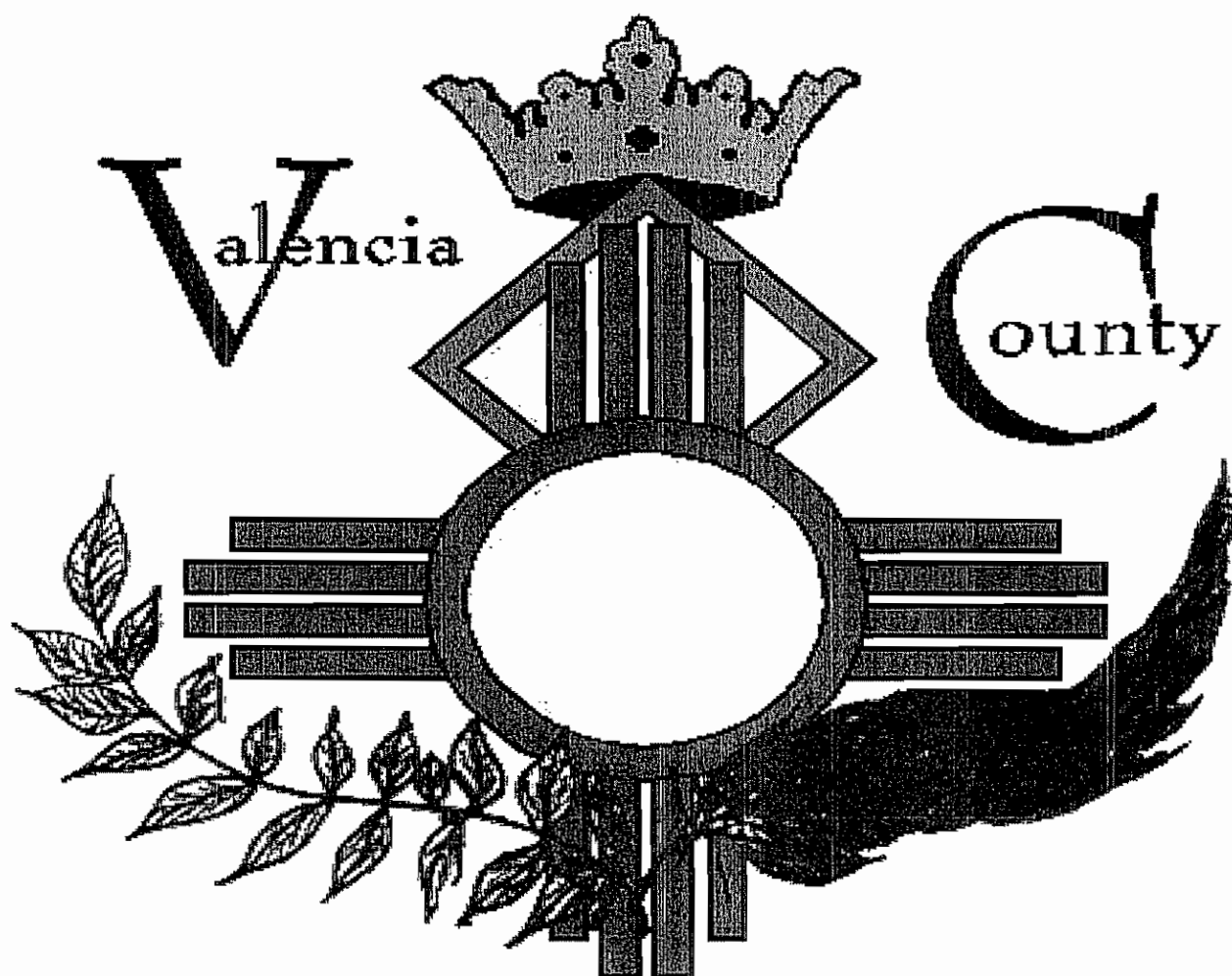
**David Medina, District III**

**Ron Gentry, District IV**

## **TABLE OF CONTENTS**

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<b>TAB-2.....</b>	<b>New Valencia County Administration Complex</b>
<b>TAB-3.....</b>	<b>County-Wide Road Improvements</b>
<b>TAB-4.....</b>	<b>EMS Transport Building/Equipment</b>
<b>TAB-5.....</b>	<b>Upgrade County IT Software</b>





2009 CAPITAL OUTLAY  
REQUESTS:  
County Manager  
Eric Zamora

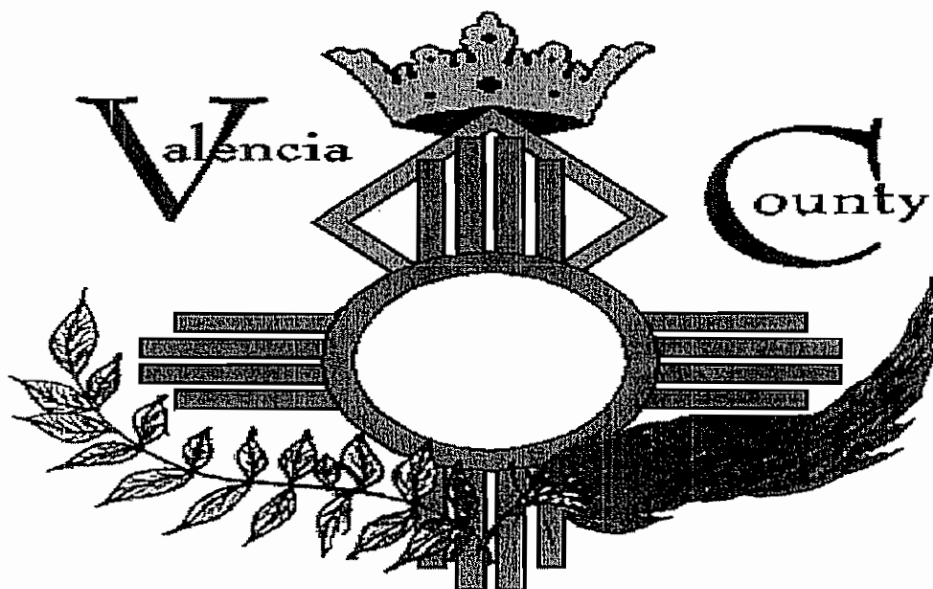
BOOK 068

PAGE 288

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TAB-3.....	County-Wide Road Improvements
TAB-4.....	EMS Transport Building/Equipment
TAB-5.....	Upgrade County IT Software
TAB-6.....	FY 2010/2014 Infrastructure Capital Improvement





LEGISLATIVE COUNCIL SERVICE  
49TH LEGISLATURE-FIRST SESSION-2009  
CAPITAL OUTLAY REQUEST FORM

Legislative Sponsor: \_\_\_\_\_

Sponsor's Signature: \_\_\_\_\_

Project Contact Name: Eric Zamora Phone Number: 505-866-2014

Contact Email: eric.zamora@co.valencia.nm.us

If brought in by legislative staff, please provide:

Secretary's Name: \_\_\_\_\_ Office Phone Number: \_\_\_\_\_

PROJECT SPECIFICS NEEDED FOR DRAFTING

1. What is the **project cost** for this project or for **this phase** of the project? \$1,500,000  
*(The funded amount will be added to the database during the bill production phase. Please answer further cost questions on the next page of this form as well.)*

2. Brief **project description** (please include action words, such as "to plan and design" or "to design and construct" as well as what the project is, such as "a multipurpose center". Do not include justification for the project, only specifics on what is requested for the project):

Develop plans to construct a full-service, county-wide hospital.

3. Enter the **city, town, village, school district, chapter or pueblo** in which this project will be located. (If the project is not located in one of these, please leave blank.)

4. Enter the **county** in which the project will be located: Valencia

5. **What entity is requesting funding** for this project?

Municipality: \_\_\_\_\_ County: Valencia County

School District: \_\_\_\_\_ Indian Government: \_\_\_\_\_

Higher Ed. Institution: \_\_\_\_\_ Land Grant: \_\_\_\_\_

Water Association or District: \_\_\_\_\_ Acequia: \_\_\_\_\_

Other: \_\_\_\_\_

(Only political subdivisions of the state are eligible for funding)

6. **What entity will own the project** upon completion? Valencia County

PROJECT DETAILS TO AID LEGISLATORS IN PRIORITIZING PROJECTS FOR FUNDING

Please answer the following questions related to project cost:

- A. What is the amount needed to complete the project? \$1,500,000
- B. What is the total estimated cost of the project? \$1,500,000
- C. To your knowledge, will there be more than one legislative sponsor  
on this project? Yes No ☒
- If so, who are the project's sponsors? \_\_\_\_\_

Please provide a breakdown of the total estimated cost of the project, using the most accurate estimate to date, and indicate if that portion of the project has been completed:

	Completed	Not Completed
Planning: _____		<input checked="" type="checkbox"/>
Design: _____		<input checked="" type="checkbox"/>
Construction: _____		<input checked="" type="checkbox"/>
Zoning Approval: _____	<input checked="" type="checkbox"/>	
Land Purchase: _____		<input checked="" type="checkbox"/>
ROW, Easements, Arch. Clearances _____		<input checked="" type="checkbox"/>
Environmental Impact Statement <u>N/A</u>		
Other (please specify): _____		
Total: _____		

Criteria Questionnaire

Need-Based Criteria

- |                                                                                                                                             |                                         |                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------|
| 1. Is project on governmental entity's ICIP?                                                                                                | Yes <input checked="" type="checkbox"/> | No                                     |
| 2. Is project necessary to eliminate potential or actual health or safety hazards or other liability issues?                                | Yes <input checked="" type="checkbox"/> | No                                     |
| 3. Is project required by federal, state or judicial mandate?                                                                               | Yes                                     | No <input checked="" type="checkbox"/> |
| 4. Will project prevent deterioration of asset or correct infrastructure problems of asset?                                                 | Yes                                     | No <input checked="" type="checkbox"/> |
| 5. Is project necessary to address population or client growth, and if so, will it provide direct services to that population or clientele? | Yes <input checked="" type="checkbox"/> | No                                     |

Planning Criteria

- |                                                                   |                                         |    |
|-------------------------------------------------------------------|-----------------------------------------|----|
| 1. Has project been thoroughly planned?                           | Yes <input checked="" type="checkbox"/> | No |
| 2. Is project ready to begin?<br>If not, when can it begin? _____ | Yes <input checked="" type="checkbox"/> | No |

3. Has project received prior funding? Yes No ☒  
List prior funding sources, dates and amounts: \_\_\_\_\_  
\_\_\_\_\_

4. Can project be completed with this legislative appropriation? Yes ☒ No

5. Have matching funds or a local share been secured for the project? Yes No ☒  
List other funding sources and amounts: \_\_\_\_\_  
\_\_\_\_\_

6. Have operational costs for completed project been identified and planned for? Yes ☒ No

7. Has the project had public input and buy-in? Yes ☒ No

8. Has the project been designed to be energy efficient in its operation? Yes ☒ No

9. Can construction of the project be successfully phased, so that each phase will be operational? Yes ☒ No

10. Has the **land** for the project been acquired? Yes No ☒  
What entity will be or is the owner of the land? \_\_\_\_\_

11. Is the project for a state government agency or state building? Yes No ☒

A. If yes, is it in one of the following metropolitan areas? Santa Fe  
Albuquerque, including Los Lunas  
Las Cruces

B. If the project is in one of those metropolitan areas, is it in compliance with the state master plan for those areas? Yes No

12. Is the project to be constructed on state-owned property, including property having a long-term lease from the state? Yes No ☒

13. If this project benefits a **nonprofit entity**, please check each question below and attach a written commitment from the state or a political subdivision of the state that the state or political subdivision:

A. is or will be the owner of the asset and the fiscal agent for the nonprofit entity; Yes No

B. will lease the asset to the nonprofit entity at fair market value; Yes No

C. will ensure the nonprofit entity maintains the asset. Yes No

14. If this project is an **economic development project**, have you submitted the local government's approval of the project, in accordance with its ordinance adopted pursuant to the Local Economic Development Act? If you answer "Yes", please attach supporting documentation in the form of a copy of the local government ordinance that approves the project. Yes No

Infrastructure Capital Improvement Plan FY 2010-2014

Valencia County  
Project Summary

Rank	Project Title	Top 5 Rank	Category	Funding Sources	2010	2011	2012	2013	2014	Total
2010-01	New Hospital Planning Funds	1	Health-Related Cap Infra	LBONDS LGRANT LFUNDS	1,500,000	0	0	0	0	1,500,000
2010-02	New Valencia County Administration Complex	2	Adm/Service Facilities (local)	LGRANT LBONDS LFUNDS	4,000,000	0	0	0	0	4,000,000
2010-03	County-Wide Road Improvements	3	Hiways/Roads/Streets/ Bridges	LGRANT SGRANT LFUNDS	2,000,000	2,205,000	2,310,000	2,450,000	5,575,000	14,540,000
2010-04	EMS Transport Building/Equipment	4	Health-Related Cap Infra	LGRANT LBONDS LFUNDS	2,600,000	0	0	0	0	2,600,000
2010-05	Upgrade County IT Software	5	Adm/Service Facilities (local)	LGRANT LFUNDS OTHER	1,000,000	0	0	0	0	1,000,000
2010-06	Animal Control Building Renovation		Adm/Service Facilities (local)	LGRANT	200,000	0	0	0	0	200,000
2010-07	Construct Valencia County Railroad Overpasses		Hiways/Roads/Streets/ Bridges	FGRANT LGRANT OTHER	6,300,000	0	0	0	0	6,300,000
2010-08	Jarales Fire Department Renovations		Fire	LGRANT SGRANT FGRANT LFUNDS	450,000	80,000	250,000	150,000	350,000	1,280,000
2010-09	Senior Service Facilities Renovations/Equipment		Senior Facilities	LGRANT SGRANT LFUNDS	667,300	0	0	0	0	667,300
2010-10	Conejos Transfer Station Building Improvements		Solid Waste	LGRANT SGRANT OTHER	200,000	0	0	0	0	200,000

Infrastructure Capital Improvement Plan FY 2010-2014

2010-11	Land Fill Closure/Conejos Clean-up	Solid Waste	LGRANT FLOAN LFUNDS	315,000	0	0	0	0	315,000
2010-12	Solid Waste Transfer Equipment	Solid Waste	LGRANT LFUNDS	180,000	130,000	67,000	67,000	125,000	569,000
2010-12	Solid Waste/County Wide Convenience Centers	Solid Waste	LGRANT FGRANT LFUNDS	750,000	0	0	0	0	750,000
2010-13	Road Department Heavy Equipment Purchase	Hiways/Roads/Streets/ Bridges	LGRANT LFUNDS	300,000	305,000	275,000	0	0	880,000
2010-14	Rio Grande Estates Fire District Equipment	Fire	LGRANT FGRANT LFUNDS	165,000	110,000	110,000	400,000	300,000	1,085,000
2010-15	Tome-Adelino Fire District Remodel/Equipment	Fire	LFUNDS LGRANT	450,000	100,000	350,000	350,000	350,000	1,600,000
2010-16	Valencia El Cerro Fire District Equip/Renovations	Fire	LGRANT SGRANT FGRANT LFUNDS	250,000	150,000	450,000	350,000	150,000	1,350,000
2010-17	Meadowlake Fire District Equipment	Fire	LGRANT FLOAN SGRANT LFUNDS	310,000	230,000	150,000	150,000	150,000	990,000
2010-18	Los Chavez Fire District Equip/Renovations	Fire	LFUNDS LGRANT	60,000	100,000	125,000	350,000	350,000	985,000
2010-19	Manzano Vista Fire District Equipment	Fire	LGRANT SGRANT FGRANT LFUNDS	150,000	150,000	35,000	150,000	350,000	835,000
2010-20	Highland Meadows Fire District Equipment	Fire	LGRANT FGRANT LFUNDS	60,000	200,000	250,000	150,000	500,000	1,160,000
2010-21	New Road Department Substation	Adm/Service Facilities (local)	LFUNDS LGRANT	270,000	0	0	0	0	270,000
2010-22	Hwy 116 & Castillo Traffic Light	Hiways/Roads/Streets/	LGRANT LFUNDS	275,000	0	0	0	0	275,000

## Infrastructure Capital Improvement Plan FY 2010-2014

[illegible]

Wednesday, January 7, 2009

Valencia County/ICIP 14000

## LAND EXCHANGE AGREEMENT

**THIS AGREEMENT** is made by and between the **County of Valencia** ("Valencia County") and the **City of Belen** ("Belen"), both of which are political subdivisions of the State of New Mexico.

### **RECITALS:**

A. Valencia County is the owner of that certain tract of land more particularly described as follows:

A certain tract of land in Valencia County, New Mexico comprising an unnumbered tract West of the boundary of the Middle Rio Grande Conservancy District Being within Section 12, Township 5 North, Range 1 East, of the New Mexico Principal Meridian and being designated as Tract E of that certain map made by Pete Sandoval, December 13, 1968.

Tract E is better described by survey description as follows:

BEGINNING at the Northeast Corner of the tract which corner is also a point on the right-of-way line on the frontage road bordering Interstate 25 on the West and a road running East and West of Interstate 25 known as Aragon Road and running from said beginning point as follows:

Thence N 85° 46' W, 921.94 feet to a point;  
Thence S 2° 56' W, along the East boundary of road, 866.70 feet to a point;  
Thence S 85° 46' E, 872.77 feet to a point;  
Thence N 6° 11' E, 865.98 feet to a point of beginning  
Containing a calculated area of 17.85 acres.

(referred to as the "County's Exchange Land").

B. Belen is the owner of that certain tract of land more particularly described as follows:

The easterly 492 feet, running parallel to the easterly boundary line of the following-described tract:

A certain tract of land in Valencia County, New Mexico, comprising a portion of Tracts 106-A, Tract 99-E, Tract 99-D and an unnumbered tract, all as shown on Map 105 of the surveys of the Middle Rio Grande Conservancy District, being within the Belen Grant and within Sections 35 and 36, Township 5 North, Range 1 East of the New Mexico Principal Meridian and BOUNDED as follows:

On the north by land of Vicente Chavez y Torrez;  
On the east by land of Juan Cordova;  
On the south by a Public Road;  
On the west by Belen Grant; owner unknown;

the tract being more particularly described as follows:

EXHIBIT I

BEGINNING at the southeast Corner of the tract, whence the United States Soil Conservation Service Survey Monument B – LL No. 15 bears S 78° 54' 52" E, 788.9 feet distant and running as follows:

Thence N 81° 02' 00" W, 1004.10 feet to a Point;  
Thence N 81° 30' 35" W, 734.40 feet to a Point;  
Thence N 84° 07' 06" W, 200.00 feet to a Point;  
Thence N 84° 20' 08" W, 204.50 feet to the southwest Corner;  
Thence N 2° 02' 58" W, 1526.00 feet to the northwest Corner;  
Thence S 85° 25' 25" E, 2184.34 feet to the northeast Corner;  
Thence S 00° 11' 25" E, 1580.47 feet to the southeast Corner

and the point of beginning and containing 75.787 acres, more or less.

Said easterly 492 feet comprising 6.0825 acres, more or less.

(referred to as the "Belen's Exchange Land").

- C. NMSA 1978, § 3-54-2(D) (1989) provides that a municipality may exchange or donate real or personal property to the state, to any of its political subdivisions if such sale or gift is in the best interests of the public and is approved by the local government division of the department of finance and administration.
- D. NMSA 1978 § 13-6-2.1 (A) provides in part that, "any sale, trade or lease for a period of more than five years of real property belonging to a state agency, local public body or school district or any sale, trade or lease of such real property for a consideration of more than twenty-five thousand dollars (\$25,000) shall not be valid unless it is approved prior to its effective date by the state board of finance."
- E. NMSA 1978 4-47-2 further provides that "[b]oards of county commissioners within the state of New Mexico are hereby authorized to sell, transfer and convey to any city, town or village located within such county, or to any agency or department or commission of the state of New Mexico, operating facilities within such county, such public buildings and lands on which such buildings are located, or such other lands, lots and additions belonging to the said county, whenever the same are no longer deemed necessary for county purposes, without appraisal, at private sale, for such sum as the said county commissioners may in their judgment determine."
- F. Valencia County and Belen wish to enter into a land exchange transaction as set forth below whereby Valencia County shall become the owner of Belen's Exchange Land and Belen shall become the owner of the County's Exchange Land.
- G. Valencia County and Belen believe that the value of the County's Exchange Land and Belen's Exchange Land is less than \$25,000.00, and that the exchange as set forth in this agreement is in the best interests of the public.

**VALENCIA COUNTY AND BELEN AGREE AS FOLLOWS:**

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1. **Incorporation of Recitals.** The above recitals are incorporated by reference, as if the same were fully set forth herein.

2. **Definitions.** Valencia County's Exchange Land and Belen's Exchange Land are sometimes individually or collectively referred to hereinafter as the "Exchange Land".

A party who is intending to convey title to Exchange Land at Closing is sometimes referred to hereinafter as "Grantor Party", and a party who is intending to accept title to Exchange Land at Closing is sometimes referred to hereinafter as "Grantee Party."

3. **Exchange of Property.** Valencia County and Belen acknowledge that the County's Exchange Land and Belen's Exchange Land are of like kind and equal value. At Closing, Valencia County will convey the County's Exchange Land to Belen, and Belen will convey Belen's Exchange Land to Valencia County, at Closing, together with all fixtures and improvements located upon the property and all easements and water rights appurtenant to the property. At Closing, Grantor Party will execute and deliver a quitclaim deed, in form and content consistent with this agreement and reasonably acceptable to the parties, conveying good and merchantable fee simple title, free and clear of all liens and encumbrances, to the Exchange Land to Grantee Party.

4. **Closing.**

A. Date and Time of Closing. The closing of the sale of the property shall occur as soon as is reasonably possible after the execution of this agreement. The exact time and place of closing shall be determined by the mutual agreement of Valencia County and Belen.

B. Prorations and Closing Costs. Grantor Party shall pay all taxes and assessments for the property, including assessments of the Middle Rio Grande Conservancy District ("MRGCD"), if any, for 2008 and all prior years. Taxes and assessments for 2009 shall be prorated to the closing date. Any costs associated with the survey(s) and the issuance of the title insurance commitment(s) and the title insurance policy(ies) shall be paid one-half (1/2) by Belen and one-half (1/2) by Valencia County.

C. Possession. Possession of the Exchange Land shall be delivered to Grantee Party at closing.

5. **Tests.** The parties shall each have the right for sixty (60) days after the effective date of this Agreement, at each party's own expense, to undertake an environmental audit, a professional wetlands delineation, professional floodplain analysis, survey, grading and soil tests (collectively "Tests") on the Exchange Land each party is to receive. The Grantor Party shall, upon the execution of this Agreement, promptly furnish to the Grantee Party, any and all documents or reports which each party has in its possession which cover all or any portion of the Exchange Land to be conveyed with regard to any previous Tests. Grantor Party shall allow Grantee Party and its representatives and agents reasonable access onto the Exchange Land to conduct such Tests. Grantee Party shall have sixty (60) days after the date of this Agreement to notify Grantor Party, in writing, that a licensed professional has reviewed the results of the Tests and has determined and concluded either that the Exchange Land to be received may be subject to wetlands protection under federal or state laws or regulations, or that the Exchange Land to be received is otherwise not conducive or suitable for Grantee Party's intended uses based upon the Tests. If the Exchange Land is subject to wetlands protection and/or not suitable for Grantee

Party's intended use of the Exchange Land, Grantee Party will furnish Grantor Party with a certified copy of the professional's determination and copies of any relevant tests and conclusion that the Exchange Land is unsuitable. In the event Grantee Party notifies Grantor Party of the above within such sixty (60) day period, Grantee Party shall have ten (10) days from the date of notice of the test results to declare this Agreement null and void and if this option is exercised, then the parties shall have no further obligations under this Agreement.

**6. Survey and Title Insurance.**

A. Current Survey and Commitment for Title Insurance Policies. Within sixty (60) business days after the contingencies to this contract as detailed in paragraphs 5 & 7 have been satisfied or waived by Grantee Party, Grantor Party shall:

i. Cause a survey of the property to be conducted by, a surveyor procured by each of the parties, and provide Grantee Party a current survey plat to the property, containing or detailing: (a) the boundaries of the property, (b) the location of all fences and other improvements on the property, (c) all easements or claims of easement located upon the property and all easements appurtenant to the property, (d) all encroachments on the property or encroachments by the property upon surrounding lands, (e) a certification as to the exact acreage of the property, and (f) a metes and bounds description for the property; and

ii. The parties hereby waive any requirement for a commitment for the issuance of a title insurance policy as the parties are political subdivisions and are granted immunity from disputes relating to title. NMSA 1978, § 42-11-1 (1979) ("The state of New Mexico and its political subdivisions or any of their branches, agencies, departments boards, commissions, instrumentalities or institutions are granted immunity from and may not be named a defendant in any suit, action, case or legal proceeding involving a claim of title to or interest in real property except as specifically authorized by law.").

B. Grantee Party's Objections. Grantee Party shall have thirty (30) business days after Grantee Party's receipt of the current survey in which to provide Grantor Party written notice setting forth all of Grantee Party's objections to Grantor Party's title to the property. Grantee Party shall have the right to object to easements or rights-of-way in favor of MRGCD disclosed by the survey or title research, even though Grantee Party acknowledges that upon closing, the conveyance of the property will be subject to those easements or rights-of-way. Grantee Party shall not be required to object to mortgage liens, judgment liens, tax liens, and other similar kinds of liens that may be set forth as exceptions to coverage in the commitment. If Grantee Party fails to provide written notice of their objections to Grantor Party's title within thirty (30) business days after its receipt of the current survey, Grantee Party shall be deemed to have accepted all of the defects researched (other than mortgage liens, judgment liens, tax liens and similar kinds of liens and other than the requirement of this agreement) and all of the defects shown by the current survey.

C. Correction of Defects by Grantor Party. Grantor Party shall have thirty (30) business days after their receipt of the written notice of Grantee Party's objections to correct the defects objected to by Grantee Party. If Grantor Party is unwilling or unable to correct the defects within the thirty (30) business day period, Grantee Party will have the option to either waive the uncured defects or to terminate this agreement. A waiver of any defects in Grantor Party's title to

which Grantee Party has objected in writing must be contained in a written instrument signed by Grantee Party to be binding upon Grantee Party. In the event Grantee Party elects to terminate this agreement, neither party shall have any further claim against the other in connection with this agreement.

D. Title Insurance Policy. Not required –See paragraph 6(A)(ii) above..

7. **Contingencies.** This agreement is made upon the express condition that, prior to closing, the New Mexico Environment Department does not renders a decision or opinion that Belen's Exchange Land is not necessary for Valencia County's regulatory compliance with respect to that certain landfill, which is adjacent to Belen's Exchange Land. This agreement is also made upon the express condition that the New Mexico Department of Finance and Administration approves the same.

8. **Effective Date.** This Agreement will become effective upon approval by the Department of Finance and Administration.

9. **Grantor Party's Warranties.** Grantor Party represents and warrants to Grantee Party that:

- A. Grantor Party owns fee simple merchantable title to the property,
- B. Belen warrants Belen's Exchange Land comprises 6.0825 acres of land, more or less, depending upon current survey results;
- C. Valencia County warrants Valencia County's Exchange Land comprises 17.85 acres of land, more or less, depending upon current survey results;
- D. At the time of closing, there shall be no agreements affecting the ownership, use or possession of the property other than those agreements which have been disclosed in writing to Grantee Party and accepted by Grantee Party in writing;
- E. There are no unpaid bills or sums due laborers, contractors, materialmen, mechanics or others with respect to any improvements or repairs constructed or performed on the property.
- F. Grantor Party acknowledges that its representatives or agents have examined the Exchange Land prior to entering into this Agreement. This Agreement is based upon Grantee Party's inspection of the Exchange Land and not upon any representation or warranties or conditions by Grantor Party's agents. Grantee Party acknowledges Grantor Party is conveying the Exchange Land on an "as is" basis, except for the warranties and representations as provided in this Agreement and the warranties in the general warranty deed, or other form of deed as may be required by DFA.

10. **Execution of Agreement.** This agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

11. **Extensions of Deadlines.** In the event any matter required to be done or completed within a specified time according to this agreement is not done or completed within the time specified,

but may done or completed within a reasonable time after the specified deadline, Valencia County and Belen agree that they will negotiate in good faith to extend the appropriate deadline so that the matter may be timely done or completed.

12. **Time is of the Essence.** Time is of the essence with respect to this transaction.

13. **Binding Effect.** Upon the execution of this agreement, the agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

14. **Waiver.** No consent or waiver, express or implied by any party to the breach or default by any other party in the performance of his or her obligations under this agreement shall be deemed or construed to be a consent or waiver to any other breach or default.

15. **Notice.** Any notice required or permitted to be given under this agreement shall be in writing and shall be hand delivered or mailed to Belen or Valencia County, as the case may be, postage pre-paid and by certified mail, return receipt requested, at their respective addresses show below (or at such other address as Belen or Valencia County may specify to the other party in writing from time to time):

Valencia County: Valencia County  
ATTN: Public Works  
P.O. Box 1119  
Los Lunas, NM 87031

Belen: City of Belen  
ATTN: City Manager  
100 South Main Street  
Belen, NM 87002

16. **Risk of Loss.** In the event of damage or destruction of all or part of the property prior to the time of closing, then Grantor Party shall be obligated to repair the same before the closing date. In the event that any such damage is not repaired prior to the closing date, Grantee Party may either (i) terminate this agreement, whereupon neither party shall have any further claim against the other by reason of this agreement, or (ii) receive all insurance proceeds collected or collectible by Grantor Party by reason of such damage or destruction and proceed with a closing pursuant to this agreement without abatement to the purchase price. Grantor Party agrees to maintain, until closing, fire and casualty insurance policies on the insurable improvements on the property, if any, in an amount of not less than the fair market value of those improvements.

17. **Failure to Close.** If either party fails to close the sale of the property in violation of the terms of this agreement, the other party may pursue without notice or demand any remedy at law or in equity, including without limitation the remedies of specific performance and/or damages.

18. **Headings.** The headings of the sections of this Agreement are inserted only for convenience or reference and are not intended or to be construed to modify, define, limit or expand the intent of the Parties.

19. **Further Assurances.** Each party hereto agrees to do all acts and things and to

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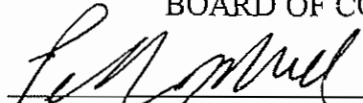
make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this agreement.

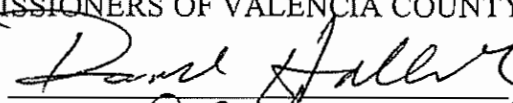
20. **Entire Agreement.** This instrument constitutes the entire agreement between Valencia County and Belen and there are no agreements, understandings, warranties or representations regarding this transaction between the parties except as set forth or provided for in this instrument. All prior agreements, understandings and writings are merged into this agreement except as may be provided herein. This agreement may not be amended except by a written instrument signed by the party to be charged or bound by the amendment.

**IN WITNESS WHEREOF**, the parties have executed this Agreement which becomes effective as of the date of approval by the Department of Finance and Administration and the New Mexico Board of Finance.


**APPROVED, ADOPTED, AND PASSED** on this 7<sup>th</sup> day of October, 2009.

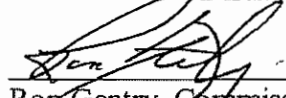
BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

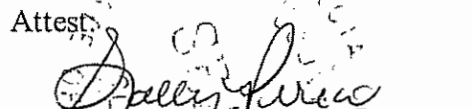
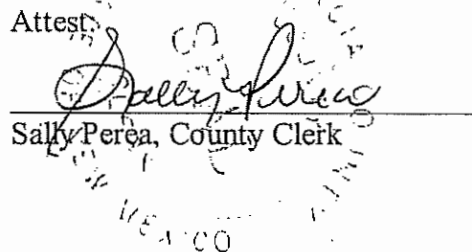
  
Pedro G. Rael, Chair  
District I

  
Donald Holliday, Vice-Chair  
District V

  
Georgia Otero-Kirkham, Commissioner  
District II

  
David R. Medina, Commissioner  
District III

  
Ron Gentry, Commissioner  
District IV

Attest:  
  
Sally Perea, County Clerk  


CITY OF BELEN

By: \_\_\_\_\_  
Ronnie Torres, Mayor

ATTEST:

\_\_\_\_\_  
Sally Garley, City Manager

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

New Mexico Board of Finance:

By: \_\_\_\_\_

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

Department of Finance and Administration:

By: \_\_\_\_\_

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

[illegible]

**EXHIBIT J**

**NM 304 AND HORSE RANCH ROAD MEDIAN INSTALL AGREEMENT**

**BNSF RIGHT-OF-WAY  
NM 304 and Horse Ranch Road**

**Line Segment 7100 Near MP 892.95**

This Quiet Zone Median Install Agreement (hereinafter called, this "Agreement") is entered into effective as of \_\_\_\_\_, 200\_, by and between Valencia County, New Mexico (hereinafter called, "Agency") and BNSF RAILWAY COMPANY (hereinafter called, the "Company").

WHEREAS, Company operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, Agency desires to install medians at NM 304 and Horse Ranch Road as part of a quiet zone;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Agency Work.** The Agency will install traffic control improvements at railroad crossings NM 304 and Horse Ranch Road for Quiet Zone. Traffic control improvements will be installed per plans dated October 7 2008 by Wilson and Company.

2. **Payment; Invoicing.** Upon execution of this Agreement by both parties hereto, Agency will send Company an invoice detailing the total amount owed by Company for the traffic control improvements. Upon completion of the Project, Agency will send Company a detailed invoice for work shown in the attached estimate. Company agrees to pay Agency the lesser amount of the attached estimate or actual cost to install median.

3. **Maintenance of the Traffic Control Improvements.** After installation of the traffic control improvements, the Agency will maintain, at its own cost and expense, the traffic control improvements.

4. **Vehicular Traffic during Installation.** The Agency shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular traffic at NM 304 and Horse Ranch Road during installation of the traffic control improvements.

5. **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and Company's payment of the amounts set forth in Section 2 above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

**COMPANY:**

**BNSF RAILWAY COMPANY:**

**EXHIBIT K**

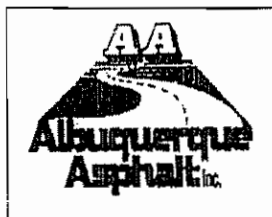


By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGENCY:**

Valencia County, New Mexico

By: *Pedro Pad*  
Printed Name: *PEDRO A. RAEL*  
Title: *CLERK*



Date: 7/23/2009

**Project:** NM 304 Quiet Zone Improvements  
to Railroad Crossing  
**Desc.:** Provide Traffic Control Improvements  
to RR Crossing for Quiet Zone per plans  
provided by Wilson & Co.

**Quote to:** Valencia County  
**Attn:** Eric Zamora  
**Address:** PO Box 1119  
**City, State:** Los Lunas, NM 87031-119  
**Phone:** (505)866-2473  
**Fax:** (505)865-0085  
**Email:** ezamora@co.valencia.nm.us

**Contract:** Valencia County Road Infrastructure Construction Services  
RFB # 623

Item #	Description	Unit	Unit Price	Estimated Quantity	Estimated Total Quantity	As-Built Quantity	As Built Total Price
2	Mobilization	LS	\$562.41	1.00	\$562.41		\$0.00
3	Construction Staking	HR	\$124.27	8.00	\$994.16		\$0.00
102	Striping Removal 4"	LF	\$0.59	1426.00	\$841.34		\$0.00
102.x	Striping Removal 24"	LF	\$3.54	72.00	\$254.88		\$0.00
102.xx	Striping Removal Existing R x R Symbol	EA	\$115.00	2.00	\$230.00		\$0.00
104	Install Sign w/SEG Sheeting incl. Post	SF	\$40.00	30.00	\$1,200.00		\$0.00
109	Traffic Control	DAY	\$ 479.59	5	\$2,397.95		\$0.00
109.x	Pilot Car Operation	DAY	\$ 785.41	5	\$3,927.05		\$0.00
x	Tuff Curb Installed	LF	\$74.75	220.00	\$16,445.00		\$0.00
x	Tuff Curb Material Only	LF	\$67.53	100.00	\$6,753.00		\$0.00
x	Preformed Hot Thermoplastic Markings 90 mil 4"	LF	\$3.16	1426.00	\$4,506.16		\$0.00
x	Preformed Hot Thermoplastic Markings 90 mil 24"	LF	\$ 18.98	72	\$1,366.56		\$0.00
x	Preformed Hot Thermoplastic Markings 90 mil R x R Symbol	EA	\$ 460.00	2	\$920.00		\$0.00
x	Engineering Services	LS	\$9,240.00	1	\$9,240.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
					\$0.00		\$0.00
				<b>Subtotal</b>	<b>\$49,638.51</b>		<b>\$0.00</b>
				<b>6.38</b>	<b>\$3,164.46</b>		<b>\$0.00</b>
				<b>Total</b>	<b>\$52,802.97</b>		<b>\$0.00</b>

**Estimate Prepared By:** Bob Wood  
Albuquerque Asphalt Inc.  
[bob@alb-asphalt.com](mailto:bob@alb-asphalt.com)  
(505)831-7311  
(505)238-1929

Horse Ranch Road  
November 26, 2008

Date: November 26, 2008  
Project: Horse Ranch Road - Quiet Zone  
Description: Installation of asphalt, concrete curb, and signing & striping for proposed Quiet Zone  
Estimate By: Savina Garcia, Wilson & Company

ENGINEER'S ESTIMATE						
ITEM NO.	ITEM ID NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT BID PRICE	AMOUNT
1.		MOBILIZATION	1	LS	\$1,000.00	\$1,000.00
2		CONSTRUCTION STAKING	8	HR	\$124.27	\$994.16
3		TRAFFIC CONTROL	5	DAY	\$479.59	\$2,397.95
4.		INSTALL SIGN WITH SEG SHEETING, INCLUDING POST	45	SF	\$40.00	\$1,800.00
5.		PREFORMED HOT THERMOPLASTIC MARKINGS 90 mil 4"	600	LF	\$3.16	\$1,896.00
6.		PREFORMED HOT THERMOPLASTIC MARKINGS 90 mil 24"	32	LF	\$18.96	\$607.36
7		PREFORMED HOT THERMOPLASTIC MARKINGS 90 mil H&F SYMBOL	2	EA	\$460.00	\$920.00
8.		CURB & GUTTER	600	LF	\$23.38	\$14,028.00
9	"	GRADING < 2" LESS THAN 200 SY	350	SY	\$6.28	\$2,198.00
10.	"	6" SUBGRADE PREP LESS THAN 200 SY	1000	SY	\$6.28	\$6,280.00
11.	NEW	ASPHALT CONCRETE 2" LIFT	2000	SY	\$40.00	\$80,000.00
12.	"	TUFF CURB INSTALLED	300	LF	\$74.75	\$22,425.00
13	"	TUFF CURB MATERIAL ONLY	300	LF	\$67.53	\$20,259.00
		SUBTOTAL				\$154,805.47
		NMGRT @ 6.75%				\$10,449.37
		TOTAL				\$165,254.84

**VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ACCOUNTS PAYABLE AUTHORIZATION**

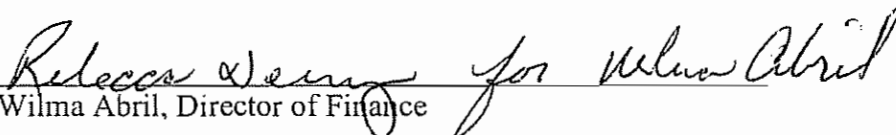
The attached computer printout lists all the checks issued by the Manager's Office on October 02, 2009 covering vendor bills processed on the above date. Check # 100669 thru Check # 100882 inclusive, for the total of \$ 587,987.44.

All have been reviewed for:

1. Appropriate documentation and approvals.
2. Authorized budget appropriations.
3. Compliance with New Mexico Statutes, and
4. DFA Rules and Regulations.

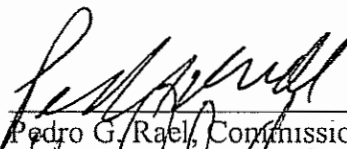
In recognition of the above, the Fiscal Office requests this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

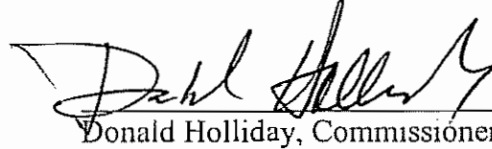
Recommended:

  
Wilma Abril, Director of Finance

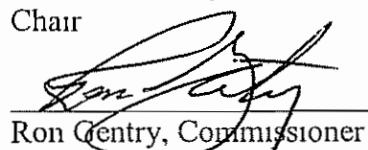
Done this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

  
Pedro G. Rael, Commissioner, Chair

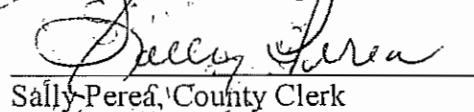
  
Donald Holliday, Commissioner, Vice  
Chair

  
David R. Medina, Commissioner

  
Ron Gentry, Commissioner

  
Georgia Otero-Kirkham, Commissioner

ATTEST

  
Sally Perea, County Clerk

**EXHIBIT L**

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on  
09/25/2009 covering payroll process on the above date.

Direct Deposit Check # 12506 thru direct deposit check# 12680 inclusive.  
Deduction Check# 100683 thru deduction check# 100719 inclusive.  
Payroll Check # 85596 thru payroll check # 85683 inclusive.  
Listing total \$ 366,294.98

All have been reviewed for:

1. Appropriate documentation and approvals
2. Authorized budget appropriations.
3. Compliance with New Mexico Statutes, and
4. DFA Rules and Regulations.

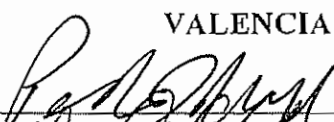
In recognition of the above, the Manager's Office request this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

Recommended:


  
Wilma Abril, Finance Director

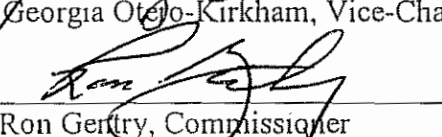
Done this 7th day of October, 2009

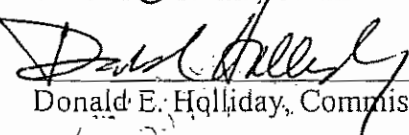
VALENCIA COUNTY BOARD OF COMMISSIONERS

  
Pedro G. Rael, Chair

  
Georgia Otero-Kirkham, Vice-Chair

  
David R. Medina, Commissioner

  
Ron Gentry, Commissioner

  
Donald E. Holliday, Commissioner

ATTEST

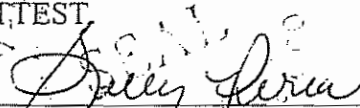
  
Sally Perea, County Clerk

EXHIBIT M