

March 21, 2012
Agenda
9:30 A.M. Business Meeting
Valencia County Commission Chambers
444 Luna Avenue
Los Lunas, NM 87031

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

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes: None at this time

*Approved telephonically
by Georgia Otero-Kirkham
3/15/12*

PRESENTATION(S)

- 5) Quarterly Report – Extension Service: Kyle Tator
- 6) Finance

DISCUSSION (Non-Action) ITEM(S)

- 7) Reports from Manager, Commissions, Boards & Committees

ACTION ITEM(S)

- 8) Pre / Post Prom Sober Activity: **County Commission**
- 9) Consideration of Ordinance 2012-___ Restricting Through Truck Traffic on South Rio del Oro Road, East of Manzano Expressway to Valencia High School: **Commission Ron Gentry**
- 10) Consideration of Resolution 2012-___ to adopt 2012 Annual Certified Road Inventory: **Eric Zamora**
- 11) Consideration of Public Railroad Crossing Construction and Maintenance Agreement for Calle de Oro – **Eric Zamora**
- 12) Consideration to use the name TOLER DR within Valencia County: **Ruben Chavez**
- 13) Consideration of an amendment to the Grant Agreement for the purpose of increasing the funding contribution by AAA to the Older American Program – Contract # 2011-12 60028: **Ruben Chavez**

FINANCIAL MATTERS:

- 14) Consideration of Budget Resolution 2012-___: **Christina Card**
- 15) Consideration of Approval: Payroll / Warrants: **Christina Card**

PUBLIC COMMENT:

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

EXECUTIVE SESSION:

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

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

ACTION ITEMS FROM EXECUTIVE SESSION:

- a) County Manager
- b) FOP vs. Valencia County Arbitration

NEXT COMMISSION MEETING:

- ♦ April 4, 2012 – Business Meeting @ 9:30 A.M.
Valencia County Commission Board Room 444 Luna Ave. LL, NM

ADJOURN:

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

VALENCIA COUNTY BOARD OF COMMISSIONERS

BUSINESS MEETING

MARCH 21, 2012

PRESENT	
Donald E. Holliday, Chairman	
Georgia Otero Kirkham, Vice-Chair	
Lawrence R. Romero, Member	
Ron Gentry, Member	
Mary J. Andersen, 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 Holliday at 9:30 A.M.
- 2) Chairman Holliday led the Pledge of Allegiance.
- 3) Approval of Agenda
Commissioner Romero moved for approval of the agenda. Seconded by Chairman Holliday. Motion carried unanimously.
- 4) Approval of Minutes
None

PRESENTATION(S)

5) Quarterly Report – Extension Service – Kyle Tator

Mr. Tator reported on the activities of the last few months, which included the Master Gardener Program that started in January with eighteen new trainee's, in February a pruning seminar was held with over sixty individuals attending, a private pesticide applicator training in cooperation with the New Mexico Department of Agriculture, a First Detector Program which is geared towards educating gardeners on potential pest concerns, a Beef Reproduction School, a Fruit Growers Workshop and a Hoop House Pest Control Workshop were also held. Upcoming events include an Obnoxious Weed Workshop on March 30th, a Hoop House Demonstration on April 13th, a Chicken Tractor Demonstration on April 26th and a Regional Workshop May 15-16.

Valencia County Extension Service Home Economist Laura Bidner presented program highlights from January to present which consisted of the Foot in the-Door Program, the first meeting the of Food Safety Task Force was held, forty nine kindergarten through third grade students have participated in the Tops and Bottoms Program, classes on self-esteem and bullying at Valencia High School were held in February, in the past month thirty five youth identified as "at risk" have participated in teen building activities that were taught through cooking classes, the second annual Home and Garden Expo was hosted by Mr. Tator and Ms. Bidner and the I Can Program continues to be very successful. The upcoming programs include a New Mexico Cuisine Cooking Class on March 28, a Home and Garden Expo on March 31st in Albuquerque, I Can Classes are being offered April 2-6 and April 30th - May 4th at the Los Lunas Human Services Department and on May 14th - 18th at the Belen Community Center, a Kitchen Creations Diabetes Cooking School on Tuesdays for four weeks beginning April 10th and also a Financial Management Seminar for women April 27th. Anyone interested in these programs can call the Extension Office for further information.

Valencia County Extension 4-H Agent Vera Gibson stated a series of parenting classes were completed last week, the third Annual State 4-H Home Economics School will be held at Valencia High school. They are looking at doing emergency preparedness at the Belen Schools and the 4-H enrollment period just completed with 280 members. Ms. Gibson was recently selected to attend the Western 4-H Institute which was held in Albuquerque which enabled her to gain and bring back information to use in the daily performance of her job.

4) Finance

Valencia County Finance Director Christina Card presented a shining star award to Nanette Sanchez in appreciation for her abilities and dedication. Ms. Sanchez goes above and beyond any of the basic requirements of her job. On March 2nd Ms. Card asked employees to

develop a procedures manual of their job duties for cross training purposes and five days later Ms. Sanchez presented Ms. Card with the entire procedure manual which was very impressive. So on behalf of the entire Finance Department and Valencia County Ms. Card thanked Nanette. The manual was presented to the commission for review.

DISCUSSION (Non-Action) ITEMS

4) Reports from Manager, Commissions, Boards & Committees

County Manager Eric Zamora proposed that the commission change their commission meeting dates from May 16th to May 23rd and June 20th to June 27th to accommodate attendance to the Western Interstate Region conference in Santa Fe and the Association of Counties Conference.

The departmental review of the county budget will be completed by next Friday to present to the commission in preparation for the meeting with the departments and elected officials. Meetings should begin mid-April through mid-May.

Mr. Zamora thanked the commission, directors, staff and the community for giving him the opportunity to serve the county and hopes he was able to meet their expectations and hopefully exceed a few. He highlighted a list of items the commission and staff had accomplished in the last five years during his term as county manager.

The Commissioners thanked Mr. Zamora for the report and for his service to the county.

ACTION ITEM(S)

8) Pre / Post Prom Sober Activity – County Commission

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

9) Consideration of Ordinance 2012 __, Restricting Through Truck Traffic on South Rio del Oro Road, East of Manzano Expressway to Valencia High School – Commissioner Ron Gentry.

Commissioner Gentry moved for approval of the ordinance. Seconded by Commissioner Romero. Motion failed 3-2.

10) Consideration of Resolution 2012-13, to Adopt 2012 Annual Certified Road Inventory – Eric Zamora.

Commissioner Andersen moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.

County Clerk Sally Perea announced Resolution 2012-13. (See Exhibit A)

11) Consideration of Public Railroad Crossing Construction and Maintenance Agreement for Calle de Oro – Eric Zamora.

Commissioner Andersen moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously. (SEE EXHIBIT B)

12) Consideration to use the Name TOLER DR. Within Valencia County – Ruben Chavez
Chairman Holliday moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

13) Consideration of an Amendment to the Grant Agreement for the Purpose of Increasing the Funding Contribution by AAA to the Older American Program – Contract #2011-12 60028 – Ruben Chavez

Commissioner Gentry moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously. (SEE EXHIBIT C)

FINANCIAL MATTERS:

14) Consideration of Budget Resolution 2012-14 - Christina Card

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

County Clerk Sally Perea announced Resolution 2012-14. (SEE EXHIBIT D)

15) Consideration of Approval: Payroll / Warrants – Christina Card

Commissioner Gentry moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously. (SEE EXHIBITS E-F)

PUBLIC COMMENTS:

Those members of the audience making comments at today's Business Meeting were Valencia County residents Clarke Metcalf, Mike Wood, Mary Wood, Sue Moran and Alice Torwrit.

Minutes of March 21, 2012 Business Meeting

EXECUTIVE SESSION:

Pursuant to Section 10-15 1 (H) (2) (7) & (8), the Following Matters May be Discussed in closed Session: a.) Personnel County Manager; b.) Pending or Threatened Litigation FOP vs. Valencia County Arbitration c.) Real Property d.) Other Specific Limited Topics that are Allowed or Authorized under the Stated Statute.

Chairman Holliday moved to go into Executive Session. Seconded by Commission Otero-Kirkham. Roll call taken. Commissioner Romero voted yes. Commissioner Otero-Kirkham voted yes. Commissioner Andersen voted yes. Commissioner Gentry voted yes. Chairman Holliday voted yes. Motion carried 5-0.

Commissioner Otero-Kirkham moved to go back into regular session. Seconded by Commissioner Gentry. Motion carried unanimously.

County Attorney Adren Nance stated that the items that were discussed in Executive Session were limited to the former county manager position and the FOP vs. Valencia County Arbitration and no final action was taken.

Commissioner Otero-Kirkham moved for approval of the summary as stated by Attorney Nance. Commissioner Gentry seconded. Commissioner Romero voted yes. Commissioner Otero-Kirkham voted yes. Commissioner Andersen voted yes. Commissioner Gentry voted yes. Chairman Holliday voted yes. Motion carried. 5-0.

ACTION ITEMS FROM EXECUTIVE SESSION:

a) County Manager

Commissioner Otero-Kirkham moved to approve the amendment to the county manager's contract as drafted by the attorney's. Seconded by Commissioner Gentry. Motion carried unanimously. (SEE EXHIBIT G)

Commissioner Andersen made a motion that the County Commission instructs Mr. Zolnier to make an offer of employment to Bruce Swingle as the next county manager. Seconded by Commissioner Romero. Motion carried 4-1. Commissioner Otero-Kirkham voted no.

b) FOP vs. Valencia County Arbitration

No final action taken.

NEXT COMMISSION MEETING:

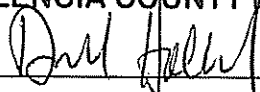
The next Regular Meeting of the Valencia County Board of County Commission will be held on April 4, 2012 at 9:30 A.M. in the County Commission Room at the Valencia County Courthouse.

ADJOURNMENT:

Commissioner Andersen moved for adjournment. Seconded by Commissioner Gentry. Motion carried unanimously.

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the March 21, 2012 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS



DONALD E. HOLLIDAY, CHAIR



GEORGIA OTERO-KIRKHAM, VICE-CHAIR



LAWRENCE ROMERO, MEMBER



RON GENTRY, MEMBER



MARY J. ANDERSEN, MEMBER

ATTEST: 
SALLY PEREA, COUNTY CLERK

DATE: 4-4-2012

**Valencia County
Board of County Commission
Resolution 2012- 13**

**A RESOLUTION
ADOPTING THE 2012 ANNUAL CERTIFIED MAINTAINED
MILEAGE REPORT**

WHEREAS, the Board of County Commissioners (BoCC) acted in its regularly scheduled meeting on March 21, 2012, to adopt the 2012 Annual Certified County Maintained Mileage Report for 2012; and desires the State Department of Transportation (NMDOT) to accept same; and

WHEREAS, pursuant to NMSA 1978, section 66-6-23 (2003), the BoCC shall certify and submit an Annual Certified County Maintained Mileage Report to the Secretary of the Department of Transportation, on or before April 1st of each year; and

WHEREAS, the mileage verified by the Secretary of NMDOT shall be the official mileage of public roads maintained by each county and reported to the NM State Treasure's Office for funding distribution purposes;

WHEREAS, the BoCC has, in 2011, reevaluated and continues to reassess its road inventory.


NOW THEREFORE, BE IT RESOLVED, by the governing body of Valencia County that:

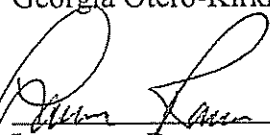
1. the 2012 Annual Certified County Maintained Mileage Report is an accurate reflection of County maintained roads for 2012;
2. the County submits the attached Report to the Secretary of the NMDOT in meeting its obligation pursuant to statutory requirements

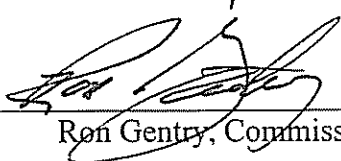
PASSED, APPROVED AND ADOPTED on this 21st day of March, 2012


Donald E. Holliday, Chair

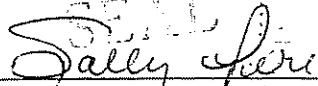

Georgia Otero-Kirkham, Vice Chair


Mary J. Andersen, Commissioner


Lawrence Romero, Commissioner


Ron Gentry, Commissioner

Attest:


Sally Perea, County Clerk

(EXHIBIT A)

2012
ALL STREETS INDEX

2012
All Streets

VALENCIA COUNTY ALL STREET INDEX

STREET NAME	MAP PAGE	DIST
1100 RD	70	3
4 J S LN	118	4
4 LEAF CLOVER CT	77	2
A		
A T AND T RD	52	1
ABAJO CT	59	2
ABBY LN	117	4
ABETO CIR	184	3
ABRIL ST	60	2
ABU CT	137, 138	3
ACE LN	77	2
ACEBO PL	99	3
ACEQUIA RD	117	4
ACTS PL	98	2
ADAN ARAGON RD	56	2
ADIOS LN	59	2
ADOBE RD	170	3
AGUA FRIA RD	95	4
AGUILA LN	56	2
AIRPORT DR	78	2
AIRPORT RD	78	2
AJAY PL	54	1
AKRON ST	1	1
ALAME LOOP	118	4
ALAMEDA LOOP	79	2
ALAMO RD	97	4
ALAMOS RD	76	2
ALAMOSA LOOP	57	2
ALBERT LN	76	2
ALBY LN	56	5
ALDEA PL	98	2
ALEGRE CT	77	2
ALEGRE PL	137	3
ALEXANDER LN	55	1
ALLEN DR	118	4
ALLIAN AVE	118	4
ALLSUPS CIR	75	5
ALMS CT	100	3
ALREY CT	56	5
ALTA VISTA WAY	58	2
ALVA ACRES RD	97	4
AMALIA LN	138	4
AMARILLO	2	1

STREET NAME	MAP PAGE	DIST
AMATEUR RD	97	4
AMERICAN WAY	59, 60	2
AMIGO AVE	2	1
AMIGOS LOOP	138	3
AMISTAD RD	55	1
AMY DR	58	2
AMY RD	58	2
ANASTACIO C CASTILLO RD	96	4
ANAYA RD	96, 97	4
ANDRES SANCHEZ RD	95	4
ANGELITO LN	117	4
ANGELO AVE	118	4
ANGELS WAY	58	2
ANNETTE CT	78	2
ANSIA CIR	174, 175	3
ANSLEY DR	57	2
ANTONIA CHAVEZ LOOP	159	3
ANTONIO GARLEY LN	96, 97	4
ANTONIO RD	97	4
APACHE LN	138	4
APACHE PLUME RD	98	3
APODACA LOOP	97	4
APPLE CIR	56	5
APPLE DR	117, 138	4
APTOS RD	78	3
AQUINA CT	139	3
ARARO RD	97	4
ARBOL CT	139	3
ARCHWAY BLVD	1	1
ARDATH LN	160	3
ARMIJO RD	159	3
ARMONICA RD	58	2
ARNETT CT	78	2
ARNOLD CT	79	2
ARNOLD PALMER LOOP	139	3
ARRIBA CT	59	2
ARRIBA DEL MUNDO CT	116	3
ARRIBA ST	161, 172	3
ARROYO RD	72, 73, 95	3
ARTISSIMA DR	98	3
ARTISTA DR	74	4
ASH PL	99	3
ASH ST	2	1

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VALENCIA COUNTY ALL STREET INDEX

STREET NAME	MAP PAGE	DIST
ASPEN TERRACE	98	3
AUDRA CT	138	3
AUGUST LOOP	60	2
AULA LOOP	164, 175	3
AUTUMN BREEZE CT	56	2
AUTUMN LN	136	3
AVENIDA ALEGRE	77	2
AVENIDA COLIMA	57	2
AVENIDA DE MESA VERDE LOOP	119	3
AVENIDA DEL FUEGO	139	3
AVENIDA JARDIN	78	2
AVENIDA LA BIENVENIDA	119	3
AVENIDA SERENO PL	78	2
AVENIDA VALENCIA	56	5
AVENIDA VALENCIA CT	56	5
AVENTURA RD	52	1
AVILA DR	78	2
AVISO RD	139	3
AVO RD	59	2
AZTEC AVE	140	3
B		
BACA GRANDE RD	78	2
BACA LN	138	4
BACA RD	160	3
BAHI LN	97	4
BALADA CIR	184	3
BALDONADO RD	158	3
BALDWIN AVE	139	3
BALOK LN	55	1
BALSAM CIR	161, 162, 173	3
BALSAM LN	162, 173	3
BALSAM RD	173	3
BALZO LOOP	174	3
BAMBA CT	139	3
BANCO RD	75	4
BANDERA CT	139	3
BARBARA LN	56	2
BARBARA ST	160	3
BARBOA RD	117	4
BARELA RD	115	3
BARNS RD	117	4

STREET NAME	MAP PAGE	DIST
BARRERAS TRL	97	4
BASHAM CT	139	3
BAYO RD	2	1
BEAR CT	160	3
BEHNKE RD	55	1
BELL CT	78	2
BELLA BELLA AVE	140	3
BELLA VISTA DR	59	2
BEN HOGAN LOOP	139	3
BEN SAN AVE	160	3
BENAVIDEZ RD	159, 160, 171	3
BENAVIDEZ ST	170	3
BENDITA LOMA	77	2
BENDITO LN	116	4
BENITO LN	97	4
BENNET RD	56, 57	5
BER BEN RD	56	2
BERRY HILL FARMS RD	56	2
BETA CT	139	3
BEVERLY LN	160	3
BISHOP CT	139	3
BLACK BERRY LN	56	2
BLANDA CT	139	3
BLAZIER RD	170	3
BLOOM N SHINE RD	56, 77	2
BLUE BONNET DR	56	5
BLUE HILL RD	56, 57	5
BLUE LAKE RD	136, 157	3
BLUEBERRY LN	56	2
BLYTHE RD	34	1
BLYTHE RD NE	34	1
BOLERO RD	76	2
BOMBERO CIR	96	4
BONITA LOOP	60	2
BONITA VISTA	78, 99	3
BONITA VISTA BLVD	78	3
BONNIE ST	76	5
BOOTH WALKER CT	79	2
BOROS CT	139	3
BOSQUE CIR	169, 170	3
BOSQUE PL	60	2
BOSQUE VIEW CT	159	3

VALENCIA COUNTY ALL STREET INDEX

STREET NAME	MAP PAGE	DIST
BRANDON DR	75	4
BRANDY LN	76	2
BRAVO RD	57	2
BRAYLENE CT	56	2
BRAZARO AVE	78	3
BRENT AVE	2	1
BRICE RD	58	2
BROWN DR	137, 139	3
BRUGG DR	139	3
BRYAN DR	75	4
BUCKBRUSH PL	99	3
BUCKSKIN LN	76	2
BUENA SUERTE	96	4
BUENA VISTA	60	2
BUENA VISTA CT	60	2
BUENO CT	54	1
BUFFALO LN	76	2
BUNKER RD	157	3
BUNTON RD	75	4
BURCH LN	56	5
BURSON LN	158	3
C		
CABALLERO RD	117	4
CABALLITO LN	159	3
CABALLO RD	2	1
CABEZA DE VACA	73	3
CABIDA CIR	184	3
CACTUS DR	55, 56	5
CACTUS GARDENS LN	58	2
CADILLO RD	77	2
CALLE ABAJO	97	4
CALLE BONITO	78	2
CALLE CORTO	78	2
CALLE DE BACA	137, 138	3
CALLE DE CAMPO	137, 138	3
CALLE DE CHAMISA LOOP	119	3
CALLE DE JOSE	139	3
CALLE DE LLANO	2	1
CALLE DE LOS NINOS	55	1
CALLE DE MAESTRO	60	2
CALLE DE ORO	75	5
CALLE DE VIENTO	140	3
CALLE DE WENCES	55	1

STREET NAME	MAP PAGE	DIST
CALLE DE ZAMORA	77	2
CALLE DEL BOSQUE	117	4
CALLE DEL RIO	118	4
CALLE DEL SOL	139	3
CALLE DEL VALLE	139	3
CALLE ENCANTADA LN	75	4
CALLE FELIZ	117	4
CALLE FUERTE	116, 117	4
CALLE GRANADA	57	2
CALLE GRANDE	78	2
CALLE GRANDIN	56	5
CALLE MANANA	137	3
CALLE MEDIO	59	2
CALLE MELON	56	5
CALLE RISTRA	56	5
CALLES LN	97	4
CALVARY RD	98	2
CAMBRIDGE AVE	139	3
CAMEL RD	57	2
CAMEY ST	118	4
CAMILLO RD	56, 77	2
CAMINO CIELO	115	3
CAMINO DE CRYSTAL	138	4
CAMINO DE LAS MANANITAS	77	2
CAMINO DE LOS CHAVEZ	75, 96	4
CAMINO DE MANZANO	61	2
CAMINO DE PAZ	99	3
CAMINO DE SUENOS	117	4
CAMINO DEL LLANO	136, 137	3
CAMINO DEL SOL	77	2
CAMINO DEL SUR LOOP	161	3
CAMINO ESCONDIDO	161	3
CAMINO LA CANADA	98, 99	3
CAMINO LARGO	72, 73	3
CAMINO NOPALES	96	4
CAMINO PRIVADO	97	4
CAMINO RIO	100, 99	3
CAMINO SECO	115	3
CAMPANADA RD	136	3
CAMPBELL FARMS RD	96	4
CAMPBELL LN	78	2
CANADA RD	60	2

VALENCIA COUNTY ALL STREET INDEX

STREET NAME	MAP PAGE	DIST
CANADA ST	60	2
CANILLA LOOP	163, 174	3
CANNON RD	137	3
CANTER LN	170	3
CANYON RD	60	2
CAPE COD RD	117	4
CAPITOLA	78	3
CAPRI RD	115	3
CARACAL ST	161	3
CARMEL DR	139	3
CARMEL RD	139, 78	3
CARMEL RD		3
CARMELITA LN	159	3
CAROLINO RD	60	2
CARRASCO RD	56	2
CARREJO LN	96	4
CARREJO RD	169, 170	3
CARSAN CT	78	2
CASA BLANCA	97	4
CASA BONITA	56	2
CASA DEL SOL	55	1
CASEY LN	60	2
CASIMIRO RD	77	2
CASITAS DEL RIO	75, 96	4
CASTILLO RD	138	3
CASTULO LN	98	2
CATALANO CT	78	2
CAWGE RD	78	2
CC PINO CT	158	3
CEDAR AVE	99	3
CEDAR PL	99	3
CEDRO WAY	75	4
CELAYA BLVD	166, 167	3
CELESTE CT	56	5
CEMETARY RD	158, 169	3
CENTURY RD	160	3
CERCO RD	97	4
CEREZA CIR	60	2
CERRITOS AVE	75	4
CHACON BLVD	98	2
CHAMA LN	96	4
CHAMARTIN AVE	139	3
CHAMISA COVE	99	3

STREET NAME	MAP PAGE	DIST
CHAOS CT	56	5
CHAPEL DR	59	2
CHARCA CT	60	2
CHARIN LN	157	3
CHARITY LN	116, 117	4
CHARLENE LN	117	4
CHAVEZ LN	54	1
CHAVEZ RD	117, 169	4
CHAVIRA RD	97	4
CHEROKEE CIR	138	3
CHERRY ST	2	1
CHERYL LN	136	3
CHICHA LOOP	174	3
CHICO PL	139	3
CHILI RD	56	5
CHIQUITA LN	59	2
CHIQUITO LN	137	3
CHISUM TRL	139	3
CHOCOLATE DR	161, 162	3
CHRISTINA LN	59	2
CHRISTINE DR	139, 160	3
CHURCH LOOP	76	2
CIELITO LINDO	52, 53	1
CIELO AZUL	52, 72, 73	1
CIELO ESCONDIDO CT	76	2
CIELO VISTA	95	4
CINDER LN	55	1
CIRIACO LN	97	4
CLARA LN	118	3
CLARENCE RD	97	4
CLAUDE RD	79	2
CLAUDINE DR	136, 157	3
CLEARVIEW DR	78	2
CLEMENTE	79	2
CLIFFROSE TRL	99	3
CLINGER LN	52	1
CLINTON CT	139	3
CLOUD CT	160	3
CLOVER HILL RD	96	4
CLOVIS DR	137	3
COBRE LN	60	2
COCHITI	2	1
CODY CT	56	2

VALENCIA COUNTY ALL STREET INDEX

STREET NAME	MAP PAGE	DIST
COFFMAN CT	79	2
COLON CT	100	3
COLORADA CT	170	3
COLORADO	2	1
COMANCHE LN	60	2
COMMERCE BLVD	143, 144, 145, 164, 165, 166	3
COMPRESSOR RD	3, 8	1
CONCHA LN	136	3
CONEJO RD	72, 73	1
CONNER DR	78	2
CONNER RD	60, 61	2
CONNIE LN	56	5
CONOMER	117	4
CONSTANCIA DR	79	3
CONTENTO CT	78	2
COPPERTOP CT	59	2
CORAZON RD	136	3
CORBIN RD	76	2
CORDERO LOOP	59, 60	2
CORDONIZ CT	60	2
CORDOVA LOOP	138	3
CORDOVA RD	138, 75	5
CORINTHIANS PL	98	2
CORNELIUS RD	56	5
CORONA RD	73	1
CORRALITOS RD	115	3
CORRIENTE RD	72, 73	1
COTTONWOOD LN	56	2
COUGAR LN	97	4
COUNTRY CLUB LN	139	3
COUNTRY ROSE LN	77	2
COURTE EL NIDO	119	3
COWBOY CT	58	2
COYOTE LN	56	5
COYOTE RD	56	5
CRAIG CIR	139	3
CRAIG PL	139	3
CRANDALL RD	117	4
CRAWFORD RD	138, 159	3
CRENSHAW CT	139	3
CRESTA LN	60	2

STREET NAME	MAP PAGE	DIST
CRUCES LOOP	57	2
CRY BABY CIR	138	3
CUATRO VIENTOS	96	4
CUERRO LN	60	2
CUIDADO LN	160	3
CUMBRE VISTA	158	3
CURFMAN RD	75, 76	4,5
CUT TREE LN	96	4
CYPRESS BLVD	57	2
D		
DAIRY RD	58	5
DAISY LN	170, 171	3
DALIES RD	51, 52, 72	1
DAMA RD	58	2
DAMACIO LN	96	4
DAMON CIR	139	3
DAMON PL	139	3
DAMON ST	139	3
DANIEL CT	160	3
DANNY GALLEGOS RD	34	1
DARLA DR	75	4
DARRAH RD	59	2
DAVID PL	54	1
DAVILA RD	55	1
DAVIS PL	34	1
DE BACA DR	118	4
DE COLORES	59, 60	2
DE HAAN LOOP	118, 119, 77, 98	2
DE NADA RD	79	2
DE POI BLVD	165, 175, 176, 183	3
DE POI RD	175	3
DEAN LN	95, 96	4
DECANO DR	183, 184, 185	3
DEE CT	75	4
DEL CERRO CT	75	4
DEL REY RD	78	3
DELL RD	75	4
DELLA RD	56, 77	2
DELUVINE LN	79	2
DENISE LN	95	4
DENNY AVE	1, 2	1

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STREET NAME	MAP PAGE	DIST
DERECHO RD	59	2
DESERT CT	79	2
DESTELLO DR	176, 183, 184	3
DESTINY CT	96	4
DIABOLO DR	175, 176, 177, 182, 183, 184, 185, 191	3
DIAMANTE PL	139	3
DIANA DR	55	1
DIAZ RD	75	5
DIOS ES LUZ	160	3
DIRT DEVIL CT	79	2
DIRT RD	59	2
DISIGNO CIR	184	3
DISTRITO DR	183, 184, 185	3
DITCHBANK LN	116	4
DOBYNS PL	97	4
DOERING CT	139	3
DOGWOOD LN	99	3
DOLORES M LOPEZ RD	159	3
DOLORES RD	75	5
DON CT	56	5
DON DIEGO RD	139	3
DON FELIPE RD	117, 96	4
DON JUAN CT	56	5
DON JUAN DR	56	5
DON LUIS RD	76	2
DON PASQUAL RD	34	1
DON PASQUAL RD NW	55	1
DON QUIXOTE LN	138	4
DON RAMON RD	96	4
DON SOSTENO RD	34	1
DON ST	76	5
DONICIO LN	116	3
DOS HERMANAS CT	57	2
DOS LOCOS LOOP	76	2
DOVE COVE LN	138	3
DOVE DR	140	3
DRIFTER CT	76	5
DUARTE RD	51	1
DUKE RD	138	3

STREET NAME	MAP PAGE	DIST
DULCE CT	78	2
DULCINEA LN	139	3
DURAZNO	78	2
DURAZNO CT	78	2
DUSING LN	54	1
DUSTY LN	56	2
DUSTY ROSE LN	78	2
E		
E BACA RD	138	3
E WEST DR	76	5
EAGLE CT	96	4
EAST ANGELO AVE	118	4
EASTSIDE SCHOOL RD	117, 138	4
EDDIE LN	116	4
EDEAL RD	55, 76	2
EDMUNDO RD	96	4
EDWARD DR	117	4
EL CAMPO	138, 139	4
EL CERRO LOOP	56, 76, 77	2
EL CERRO MISSION BLVD	77, 78, 79	2
EL CERRO MISSION PL	78	2
EL CERRO RD	56	5
EL CID LOOP	76	2
EL CIELO	76	2
EL CIELO BLVD	137	3
EL FUEGO PL	139	3
EL LAGO	139	3
EL MODERA	58	2
EL MUNDO RD	139	3
EL PASEO	115	3
EL PORTAL LOOP	137	3
EL RITO RD	174, 175	3
EL SOL PL	139	3
EL SUENO DE MAEZ	57	5
EL TIGRE	57	2
ELAINE DR	75, 76	5
ELIAS P SANCHEZ RD	76	2
ELIAS RD	77	2
ELM POINT	99	3
ELRICK AVE	98	2
EMBARCADERO	139	3
EMBOLADO CIR	184, 185, 190, 191	3

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STREET NAME	MAP PAGE	DIST
EMBREE LOOP	97	4
EMILIA LN	79	3
EMILIA RD	51	1
ENCARGO LOOP	175	3
ENCIMA DE BELEN	115, 116	3
ENCINO RD	138	3
ENRIQUE SANCHEZ RD	138	3
ENTRADA ARAGON RD	76, 77	2
ENTRADA BENAVIDEZ	138	3
ENTRADA DE FERNANDEZ	138	4
ENTRADA DR	118	4
ENTRANCE RAMP	137	3
ERIC PL	54	1
ERICA LN	116	3
ERIN CT	75	4
ERNALDO RD	138	3
ERNESTO LN	97	4
ESCOBAR	179, 180	3
ESCOBAR DR	161, 171, 172	3
ESCOBAR PL	179	3
ESCOBAR ST	140, 161	3
ESCUDO DR	175, 176, 177, 183	3
ESMERALDA LN	159	3
ESPEJO RD	52	1
ESPUELA RD	169	3
ESTADA DR	183, 184	3
ESTADO RD	60	2
ESTANCIA RD	116	3
ESTEVAN LOPEZ RD	158, 159	3
ESTRELLA PL	139	3
EUSEBIO RD	117, 96	4
EXIT RAMP	137	3
F		
FACHADA CIR	185, 191	3
FAIRBANKS BLVD	97	4
FAIRWAY CT	139	3
FAMA RD	1	1
FARLESS LN	56	5
FENIX RD	59	2
FERMIIN CHAVEZ RD	117, 138	4
FIALA CT	139	3

STREET NAME	MAP PAGE	DIST
FIELDS LN	74	4
FIERRO CT	79	2
FIESTA CT	60	2
FIESTA LOOP	60	2
FIESTA PL	60	2
FINCA RD	115	3
FIRE STATION RD	56, 77	2
FIREFALL LN	56	2
FLAMINGO LN	116	4
FLORA D CT	159	3
FLORA LN	138	3
FLORES BONITAS	99	3
FLORES CHICAS	99	3
FLORIAN LN	56	5
FOFO LOOP	175	3
FOLTZ CT	139	3
FOREST SERVICE ROAD 422	188, 194	3
FORSAN PL	118	4
FORTUNA RD	60	2
FRANCES RD	77	2
FRANCESCA DR	75	4
FRANCISCO LN	159	3
FRANKLIN RD	75	4
FRANKS PL	56	2
FRAZEE RD	137, 158	3
FRED AVE	2	1
FREDERICO BLVD	139	3
FREEDOM WAY	58	2
FRESA LN	77	2
FRONTAGE RD	117	4
FRUTA RD	1	1
FUENTE RD	79	2
FULTON AVE	139	3
G		
GABALDON RD	117	4
GACETA CT	174	3
GAELIC CT	100	3
GALL RD	56	2
GALLEGOS RD	138	4
GALLO RD	52, 73	1
GAMO CIR	184	3
GARCIA LN	158, 159, 79	3

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STREET NAME	MAP PAGE	DIST
GARCIA RD	157	3
GARDEN LANE DR	139	3
GARLEY LN	56	2
GAUCHO LN	117	4
GAVILAN RD	159, 160	3
GAYLE LN	96	4
GEIS RD	56	5
GENERAL DR	175, 183	3
GENERAL E BACA DR	158	3
GENERAL RD	175	3
GENESIS PL	98	2
GENEVA AVE	97	4
GENIE CT	57	2
GEORGE AVE	1	1
GEORGETOWN LOOP	118	4
GEORGIA ST	75	5
GERALDINE CT	56	5
GERBEN CT	76	2
GIBBY LN	138	3
GILCREASE RD	56	5
GILEMA RD	96	4
GILL CT	100	3
GILLIS CT	118	3
GINO LN	59	2
GLENN LN	117	4
GOBERNADOR ST	164	3
GODDARD AVE	139	3
GODDARD CT	139	3
GODFREY AVE	139	3
GOLDEN DR	137	3
GOLDEN OAK RD	157	3
GOLDENROD AVE	55, 56	5
GOLF COURSE RD	139	3
GOLF RD	117	4
GOLONDRINA LN	56	2
GONZALES RD	138	4
GOOD DR	139	3
GOOD HOPE DR	161	3
GOODHEART RD	56	5
GOODMAN AVE	139	3
GOODSON LN	138	3
GORDON CT	78	2
GORDON RD	75	5

STREET NAME	MAP PAGE	DIST
GORMAN AVE	118	3
GOULET CT	139	3
GRACE	162	3
GRACELAND LN	118	4
GRACIANO AVE	164	3
GRACIAS RD	79	2
GRANADA CT	118	4
GRAND ST	1	1
GRANDPA CT	96	4
GRASSLANDS RD NW	33, 54	1
GRAVEL PIT RD	56, 57	2
GREAT DANE LN	56	2
GREEN VALLEY LN	56	2
GREEN VALLEY RD	75	4
GREENMESA RD	136, 157	3
GREENSPOINT	139	3
GREENSPOINT LN	139	3
GREER RD	115, 136	3
GREY PL	118	3
GUADAL LOOP	164, 175	3
GUADALUPE RD	96	4
GUAPO RD	139	3
GUIARRA RD	58	2
GURULE RD	77	2
GURVIN CT	59	2
GUSTO RD	1	1
H		
H N RD	58	2
HABITAT WAY	98	2
HACIENDA CT	56	5
HACIENDA LN	138	3
HADDOX LN	160	3
HADO CIR	184	3
HALE CT	57	2
HAMILTON RD	76	2
HAMMOND CT	57	2
HANA CT	56	5
HANSEN CT	139	3
HARMONY CT	75	4
HARRISON RD	136, 157	3
HARTEL PL	139	3
HATHAWAY CIR	76	5
HAVENS RD	58	2

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STREET NAME	MAP PAGE	DIST
HAWK CT	78	2
HAZEL ST	75	5
HEBER ST	75	5
HEBREWS PL	98	2
HENDRIX LN	79	2
HEPPLER RD	76	2
HERA CT	100	3
HEREFORD LN	170	3
HERMANOS CT	57	2
HERMANOS LOOP	57	2
HERMOSA ST	139	3
HERNANDEZ LN	159, 170	3
HI LINE DR	57	5
HIDALGO LN	118	4
HIGH DEAL DR	58, 59	2
HIGH DEAL RD	59	2
HIGH MESA RD	58, 59	2
HIGH RD	79	2
HIGHLAND BLVD	1	1
HIGHWAY 116	138, 158, 159, 169	3
HIGHWAY 304	139, 159, 160, 170	3
HIGHWAY 314	117, 34, 55, 75, 76, 96	4,5
HIGHWAY 346	169, 170	3
HIGHWAY 47	118, 139, 35, 56, 76, 77, 97	2,5
HIGHWAY 6	1, 10, 2, 25, 3, 46, 47, 48, 49, 50, 51, 52, 69, 70, 8, 9	1
HILDA LN	75	4
HILL ST	139	3
HILLANDALE AVE	118	3
HILLMAN ST	139	3
HINSON RD	157	3
HOB RD	76, 77	2
HOFHEINS RD	158, 169	3
HOLIDAY DR	60	2
HOMBRE LN	79	2
HONDO CT	54	1
HOPI DR	59	2

STREET NAME	MAP PAGE	DIST
HORIZON VISTA BLVD	139	3
HORIZON VISTA LN	139	3
HORMIGA CT	51	1
HORNE DR	75	5
HORNER ST	118, 139	3
HORSESHOE TRL	56	2
HOSANNA LN	76	2
HOUSTON BLVD	118	4
HOWARD ST	139	3
HOWELL ST	139	3
HOYER DR	136	3
HUNNICK RD	58	5
HVANG DR	98	4
HYDE LN	56	5
I		
IGLESIA RD	60	2
ILUSO CIR	184	3
INCA RD	1	1
INDIGO RD	1	1
INDUSTRIAL PARK LN	95	4
INSPIRATION DR	77	2
IOWA ST	1	1
IRIS PL	56	5
IRWIN CT	139	3
ISLETA	2	1
IZQUIERDA RD	59	2
J		
J BALDONADO RD	157	3
J D RD	56	2
JACA CIR	184, 185	3
JACK CT	118	4
JACK NICKLAUS DR	139	3
JACKPOT CT	77	2
JAEB RD	77	2
JAMERSON RD	96	4
JAMES CT	2	1
JAMES PL	1	1
JAMES SANCHEZ LN	96, 97	4
JAMES ST	137	3
JANET CT	78	2
JANUARY DR	139	3
JARALES LN	170	3

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STREET NAME	MAP PAGE	DIST
JARALES RD	117, 138, 159, 170	3,4
JARAMILLO BLVD	56	2
JARAMILLO RD	117, 138	4
JARDIN RD	97	4
JARVIS PL	139	3
JASON RD	76	2
JAYBIRD LOOP	77	2
JAYCOX CT	97	4
JEANNIE DR	75	4
JEMEZ DR	118	4
JENNIFER	160, 171	3
JENNIFER LN	117	4
JENSEN LN	136, 157	3
JEROME RD	56, 57	5
JERSEY ST	1	1
JERUSALEM PL	98	2
JEWEL RD	115	3
JICARILLO	2	1
JO ST	60	2
JOE SANCHEZ RD	96	4
JOHN RD	96	4
JOLEEN DR	75	4
JONES LN	79	2
JOSE I GARCIA RD	96	4
JOSE L SANCHEZ RD	159	3
JOSE LUIS RD	159	3
JOSE P SANCHEZ RD	97	4
JOSHUA CT	79	2
JOTY RD	118	4
JOURNEY CIR	58	2
JOURNEY RD	58	2
JOY LN	138	3
JUAN CHAVEZ Y BACA	159	3
JUAN P SANCHEZ RD	75	4
JUAN RD	75	4
JUANITO LN	77	2
JUEVES LN	79	2
JULIANITA LN	58	2
JUNIPER AVE	98, 99	3
JUNIPER PL	99	3
JUNTA DE COYOTE	52	1

STREET NAME	MAP PAGE	DIST
K		
K D LN	96	4
KAGHAN LOOP	139	3
KALAMA AVE	118	4
KAREN LN	118	4
KARMA CT	73	1
KATHLEEN DR	96	4
KATHY WHITWORTH DR	139	3
KATIE LN	59	2
KEENEY RD	76	2
KELLY LN	56	2
KENDRA CT	58	2
KENDRICK RD	96	4
KENNEDY CT	77	2
KENNEDY DR	77	2
KENT ST	1	1
KESSLER LN	96	4
KIDDIE RIDE LN	75	4
KIMBERLING DR	56	5
KING CHARLES LN	97	4
KING CT	56	5
KIVA TRL	75	4
KNOX CT	118	3
KOKO CT	116	3
KOKOPELLI TRL	52	1
L		
L J LN	58	2
LA BAJADA	118	4
LA BAMBA	60	2
LA CIENEGA	54, 55	1
LA CONSTANCIA	97	4
LA ENTRADA RD	118, 76, 77, 97, 98	2,4
LA FAMILIA	78	2
LA FRIJOLARIA LN	76	2
LA GOTERA RD	60	2
LA HERMOSILLA CT	78	2
LA ISLA	139	3
LA JOYA CT	60	2
LA LADERA DR	56, 57	5
LA LADERA RD	56, 57	5
LA LOMA CT	96	4
LA LOMA LN	96	4

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STREET NAME	MAP PAGE	DIST
LA LUNA PL	139, 77	2,3
LA LUZ	59	2
LA MIRADA RD	138	4
LA NIEVE	51	1
LA PALOMA CT	96	4
LA PASADA RD	59	2
LA PAZ AVE	139	3
LA PLATA DR	95	4
LA PLAZA	78	2
LA PUERTA	99	3
LA SIERRA LN	58	2
LA SOMBRA DR	76	5
LACY LN	117	4
LADERA RD	74, 75, 95	4
LADIS LN	76	2
LADIS RD	159	3
LAGO CIR	184, 185	3
LAGRIMA	159, 160	3
LAGRIMA DE ORO	77	2
LAKE RD	60, 61	2
LAKE VIEW ST	56	5
LAKOTA RD	2	1
LANDESS LN	159	3
LANG RD	60	2
LANZA CT	59	2
LAPPIN LN	58	2
LARGO PL	139	3
LAS AGUILAS	138	4
LAS BORREGAS	162, 173	3
LAS CAMPANAS	75	4
LAS CERCAS RD	56	5
LAS FLORES	55	1
LAS MANANITAS	59, 60	2
LAS PIEDRAS	136, 137, 157	3
LAS PLUMAS	118	4
LAS ROSAS	58	2
LAS VIGAS	59	2
LAUGHLIN DR	56	5
LAURA LN	97	4
LAUREL LN	76	2
LAVANDA LN	78	2
LAVAR LOOP	164, 175	3

STREET NAME	MAP PAGE	DIST
LAWRENCE DR	76	5
LAZY LN	138	4
LEAHNOR CIR	95, 96	4
LEE ELDER CT	139	3
LEE TREVINO BLVD	139	3
LEIBEL CT	76	2
LEIDELL CT	78	2
LEMONS DR	77	2
LEROUX DR	174	3
LESLIE ST	56	5
LIBBY LN	58	2
LIGHTHOUSE CT	170	3
LILA LN	58	2
LINA LN	58	2
LINDA VISTA DR	160	3
LINDA VISTA RD	75	4
LIONS WAY	137	3
LIRIO PL	99	3
LISA LN	97	4
LIZZY LN	76	2
LLANO RD	77	2
LLAVE DE LA JOLLA	116	4
LLAVES LN	96	4
LLOYD ST	118	3
LLUVIA LN	51	1
LLUVIA RD	51	1
LOBO CT	78	2
LOBO VISTA CT	97	2
LOCKED GATE RD	114, 115, 93	3
LOCUST ST	98	3
LOGAN ST	118	3
LOIS LN	58	2
LOLA LN	79	2
LOMA DEL RIO	96	4
LOMA RD	77	2
LOMA VERDE DR	139	3
LOMAS CIR	160	3
LONESOME DOVE DR	137	3
LOPEZ LN	52	1
LOPEZ LOOP	117	4
LOPEZ RD	116, 117	4
LORENZO CIR	95	4

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STREET NAME	MAP PAGE	DIST
LORI ANN LN	138	4
LORRAINE	160	3
LORRAINE LN	170	3
LOS ALTOS	58	2
LOS CABALLOS LN	159, 160	3
LOS CANGREJOS	117	4
LOS CERRITOS DR	56	2
LOS CHAPULINES	117	4
LOS CHAVEZ LOOP	96	4
LOS CHAVEZ PARK LOOP	75, 96	4
LOS CORRALES RD	97	4
LOS LOBOS	95, 96	4
LOS MOSCOS LN	96	4
LOS NINOS RD	137, 138	3
LOS RANCHITOS RD	97	4
LOS RANCHOS RD	70	3
LOUIS JR LN	79	2
LOUIS ST	160	3
LOUISE LN	58, 59	2
LUCARIO LOOP	97	4
LUCAS LN	96	4
LUCERO DR	1, 2	1
LUCERO LN	56	2
LUCERO RD	160, 97	3
LUCIAN LN	117	4
LUCIANO LN	137, 158	3
LUCINDA RD	75	4
LUCKY CHARM CT	77	2
LUCY PL	76	2
LUDI CT	97	4
LUMAX RD	56	2
LUMINARIA LN	75	5
LUNA	75	4
LUNA BELLA LN	56	2
LUNA DEL DESIERTO	170, 171	3
LUNA VISTA	117	4
LUSCOMBE LN	76	5
LUZ DE LA LUNA CT	95	4
LUZ LN	75, 96	4
M		
M O BAR	77	2
MACARIO LN	34	1
MACY CT	118	3

STREET NAME	MAP PAGE	DIST
MADDOX LOOP	139	3
MADDOX ST	139	3
MADERA LN	75	4
MADRONE AVE	160	3
MADRONE FLYWAY	160	3
MAESTAS RD	138	4
MAGNIFICO AVE	79	2
MAIZ CT	78	2
MALLETTE DR	162, 163, 165, 174, 175, 176	3
MALPAIS LN	75	4
MANANA PL	137	3
MANANA RD	75	5
MANCHA CIR	174, 175, 183	3
MANDO LN	116	4
MANZANITA DR	173, 174, 175	3
MANZANO	60	2
MANZANO CT	60	2
MANZANO DR	118	4
MANZANO EXPY	118, 119, 139, 57, 77, 78, 98	2,3
MANZANO LN	60	2
MANZANO PL	60	2
MANZANO RD	171	2
MANZANO RD	60	3
MANZANO VIEW	60	2
MANZERRO PL	78	2
MAPA CIR	175	3
MARBLE QUARRY RD	134, 135, 136	3
MARCAR CIR	175	3
MARGARITA CIR	99	3
MARIE	140	3
MARIGOLD BLVD	98, 99	3
MARILYN DR	75	4
MARINERO CT	60	2
MARIO DR	75	4
MARIPOSA LN	56, 57	5
MARK DR	117	4
MARLINK BLVD	77, 98	2

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STREET NAME	MAP PAGE	DIST
MARMON LN	96	4
MARQUEZ LN	97	4
MARQUEZ RD	97	4
MARRON	2	1
MARTA CT	162	3
MARTINEZ CT	118	4
MATTHEW RD	58	2
MAXWELL LN	77	2
MAYO LOOP	60	2
MCCORD LN	137, 138	3
MCDUGAL AVE	139	3
MCKNIGHT PL	139	3
MCRAE LOOP	79	2
MEADE CT	118	3
MEADOWLAKE CIR	60	2
MEADOWLAKE CT	60	2
MEADOWLAKE LN	60	2
MEADOWLAKE RD	56, 57, 58, 59, 60	2
MEADOWLARK LN	56	2
MECHENBIER RD	170	3
MEDALLION RD	136	3
MELODY MEADOWS	76	2
MELON CIR	56	5
MENARD RD	76	2
MERCED RD	75	5
MERCY LOOP	145, 166	3
MERLINDA CT	75	4
MESA ALTA RD	115, 136	3
MESA BONITA PL	34	1
MESA DEL NORTE	116	4
MESA DEL SOL CT	75	4
MESA ESTATES RD	59, 60	2
MESA VISTA RD	60	2
MESCALERO RD	2	1
MESITA LN	60	2
MESQUITE CT	57	2
MI CASA LN	138	4
MI HITA LN	97	4
MI RANCHITO RD	34	1
MICHAELANN CT	137	3
MICHAELANN DR	75	4
MID VALLEY DR	76	5

STREET NAME	MAP PAGE	DIST
MIGUEL LN	77	2
MIGUEL RD	77	2
MIKSAN LOOP	160	3
MILAGRO CT	98	2
MILE HIGH CT	96	4
MILITARY HIGHWAY	143, 164, 165, 175, 176, 182, 183	3
MILL RD	138	3
MILLER CT	79	2
MILLER DAIRY RD	171	3
MILLER RD	75, 76	4,5
MILLS LN	56	5
MILTON LOOP	57	2
MIMMS DR	75	5
MIMOSA CT	59	2
MIRADOR CT	57	2
MIRANDA RD	170, 171	3
MISSION CT	78	2
MISSION PARK LOOP	78	2
MOJADO CT	173, 174	3
MOLINA RD	117	4
MOLINERO RD	78	3
MONICA RD	56	5
MONTANO RD	139, 158, 169	3
MONTE LARGO	118	4
MONTE VISTA RD	117	4
MONTEREY BLVD	78, 79, 80	2
MONTEREY RD	170	3
MONTOYA RD	75	4
MOONEY CT	76	5
MOORE CIR	75	5
MOORE CT	79	2
MOORE ST	75	5
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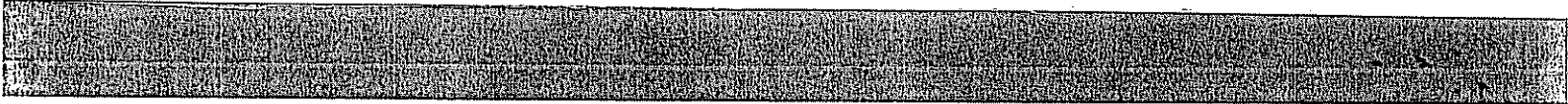
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SABRINA CT	75	4
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SAINTS DR	170	3
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SAN FERNANDO AVE	78	2
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SAN JOSE	79	1
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SAN JUAN	2	1
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STREET NAME	MAP PAGE	DIST
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SHAWN LN	54	1
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SOUTH FRONTAGE RD	137	3
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SPORTSMAN DR	60	2
SQUARE DEAL RD	95, 96	4
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STREET NAME	MAP PAGE	DIST
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TAVALOPA RD	76	2
TAYA RD	136	3
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TIERRA GRANDE LOOP	182, 183	3
TIJERAS	96	4
TILLIE RD	138	4
TIMOTHY CT	57	2
TIMOTHY DR	57	2
TINA RD	157	3
TINNIN LN	96	4
TINTO RD	176, 177	3
TOBYS RD	159	3
TOCADO CT	185	3
TOCADO LOOP	185	3
TOGAMI FARM RD	56	5
TOLUCA CT	139	3
TOME DR	77	2
TOME HILL RD	76	2
TOME LN	76, 97	4
TOME VISTA DR	78	2
TOMMY ARMOUR CT	139	3
TONADA CT	185	3
TONADA LOOP	185	3
TONDRE RD NW	55	1
TORINO RD	138	3
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TRAMPAS DR	174, 175	3
TREN RD	72	1,3
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TRIGO SPRINGS RD	122, 123, 124, 125, 143	3
TRUENO LOOP	185, 191	3
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TRUJILLO RD NE	55	5
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TURBO RD	78	2
TURNER DR	58	2
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U S THRESHER LN	96	4
ULIBARRI DR	159	3
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UPPER DAIRY RD	170	3
URSULA DR	118	4
URTIAGA LN	138	4
UTAH RD	1	1
UTE CT	60	2
V		
VACA CT	139	3
VAISA RD	56	5
VALENCIA DR	60	2
VALENTIN RD	117	4
VALLE DE PAZ CIR	117	4
VALLE LINDO DR	56	5
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VAQUERO RD	96	4
VEGAS RD	56	2
VENADO CT	58	2
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VENTURA RD	96	4
VENUS RD	115	3
VERA CT	140	3
VERANDA CT	56	5
VERANO CT	77	2
VERDE	2	1
VERDE AVE	180	3
VERONICA CT	75	4
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VILLA LINDA DR	52	1
VILLANUEVA RD	169	3
VINATERIA CIR	173	3
VIOLET AVE	56	5
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VISTA BELLA	159	3
VISTA BONITA	139	3
VISTA CAMPO CT	119	3
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VISTA CT	78	2
VISTA DE COLORES	116	4
VISTA DE LA MESA	115, 116	3
VISTA DE LAS CRUCES	77	2
VISTA DE LAS LOMAS	57	5
VISTA DE LUZ	52	1
VISTA DEL CERRO DR	78	2
VISTA DEL MONTE	139	3
VISTA DEL OESTE	78	2
VISTA DEL RIO	139	3
VISTA DEL RIO ST	139	3
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VALENCIA COUNTY ALL STREET INDEX

STREET NAME	MAP PAGE	DIST
VISTA ESTRELLAS	139	3
VISTA GRANDE	139	3
VISTA LADRONE	139	3
VISTA LARGA	137	3
VISTA LINDA	139	3
VISTA LLANOS	139	3
VISTA MANZANO	139	3
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VISTA SIERRA	139	3
VISTA SOLANO	97	4
VISTA VERDE	56	5
VIVIAN DR	138	4
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WAC PL	117	4
WAGGONER LN	116	4
WAIS CT	98	4
WALL ST	97	4
WARNER RD	78	2
WEST MESA	137	3
WESTERN DR	139	3
WESTERN SKIES CT	56	2
WESTSIDE RD	1	1
WESTWIND RD	157	3
WHEELER RD	170, 171	3
WHITE ANGEL CT	75	4
WHITEHOUSE RD	76	2
WILD HORSE RD	159	3
WILD WEST CT	51	1
WILD WOLF DR	51	1
WILDCAT RD	51	1
WILLIAMS RD	75	4

STREET NAME	MAP PAGE	DIST
WILLOW BROOK LN	139	3
WILLOW RD	76	5
WILLOW TRACE	98, 99	3
WILLOW WAY	159	3
WILSON RD	57	2
WINCHESTER LN	56	2
WIND DANCE RD	157	3
WINDMILL RD	169, 170	3
WINSTON CT	79	2
WINSTON DR	78, 79	2
WINSTON LN	79	2
WISHBONE CT	77	2
WOLFE RD	76, 77	5
WOOD DR	76, 96	4
WOODSTOCK BLVD	165	3
Y		
YELLOW BIRD LN	76	5
YERBA RD	97	4
YORK LN	52	1
YOTE BLVD	118	4
YOTE BLVD	55	4
YUCCA DR	137, 138	5
YUCCA PL		3
Z		
ZAMORA CT	139	3
ZENTNER RD	56	5
ZIA CT	60	2
ZONA VERDE	75	4
ZORRO RD	1	1
ZUNI TRL	75	4

NEW MEXICO DEPARTMENT OF TRANSPORTATION

PUBLIC RAILROAD CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT



THIS AGREEMENT is hereby made this 21st day of March 20____, by and between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** (hereinafter "NMDOT"), the **County of Valencia, New Mexico** (hereinafter "County");

WITNESSETH:

WHEREAS, the County agrees to assume responsibility of an existing private road known as Calle De Oro from the point of intersection with NM 314, east over an existing railroad crossing across the NMDOT-owned railroad track to the eastern boundary of the NMDOT railroad right-of-way, and from the easterly NMDOT railroad right-of-way to the east, thereby converting the existing railroad crossing ("Crossing") from a private crossing to a public crossing.

WHEREAS, Upon becoming a public crossing, the County proposes to upgrade Crossing by constructing a crossing to public standards, having a concrete surface width of 32 feet, 0 inches across railroad track and property owned by NMDOT ("Premises") and operated by Rio Metro Regional Transit District (hereinafter "Railway") as the New Mexico Rail Runner Express. The Crossing, consisting of track and material between the rails and two feet outside of and parallel to the rails of the track, crossbuck signs, flashing lights and gates, is designated as USDOT Crossing No. 019467H, at Railroad Mile Post 926.40.

WHEREAS, County agrees to assume responsibility of the Crossing as it currently exists and agrees to have the Crossing upgraded to suitable public standards at County's expense.

WHEREAS, the Railway, through its maintenance and operations contractor ("Maintenance and Operations Contractor") is responsible for maintenance of NMDOT's NMRX railroad Albuquerque Subdivision Right of Way and Track on NMDOT's behalf between MP 932.4 at Belen and MP 834.0 at Lamy including the Crossing, until such time, if any, that said responsibility is reassigned; and

WHEREAS, the County shall maintain the proposed public road leading to and from the Crossing; and

(EXHIBIT B)

WHEREAS, The term "Project" as used in this agreement shall include all work of every kind and character required in connection with the construction of the proposed public roadway Crossing, as shown on the attached Exhibit 'A' (site drawing) and Exhibit 'B' (standards and plans).

WHEREAS, the County and NMDOT desire to express in writing their understanding and agreement with respect to the Project and Crossing, and pursuant to which it is to be constructed and maintained.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the construction, maintenance and operation of the Project and Crossing on the following terms and conditions:

1. NMDOT, as owner of the railroad right of way and track, does hereby grant to the County, their successors and assigns, upon and subject to the terms and conditions hereinafter set forth, permission and license ("License")(License and Agreement shall be used interchangeably in this Agreement), to enter upon and use that portion of the railroad right of way, (hereinafter "Premises"), as is necessary to construct at its sole expense, the roadway approaches to match the reconstructed Crossing as provided by the plans and standards as shown in Exhibit 'B' attached hereto, and which reference is hereby made a part hereof, excepting and reserving the rights to be exercised by NMDOT and by any others who have obtained , or may obtain permission or authority from NMDOT as set forth in elsewhere this Agreement. After the reconstruction of the Crossing and roadway the County shall have permission to use the Crossing and maintain the roadway approaches as provided by this Agreement. This license and permission is subject to:
 - A. All licenses, leases, easements, restrictions, reservations, conditions, covenants, encumbrances, rights and rights of way, liens and claims of title which may in any manner affect said right of way.
 - B. The prior and continuing right of obligation of Railway, its successors and assigns to use in the performance of its public duty responsibilities.
 - C. This License and permission is given without warranty of title of any kind, special or general, expressed or implied, and no covenant of warranty of title shall be implied from the use of any word or words herein contained. In case of the eviction of County by anyone owning or claiming title to or any interest in said right of way, NMDOT and Railway shall not be liable to County for any damage of any nature whatsoever.

2. Railway, shall, at the County's expense, perform track preparation and installation of concrete surface crossing material to create Crossing in width of 32 feet 0 inches, including relocating any existing signs, gates and flashing lights to accommodate width of crossing, according to plans and estimates as shown on attached Exhibit "B".
3. County, or County's Contractor, at County's expense, will construct road approaches to match the reconstructed track and grade crossing prepared by Railway. Furthermore, County or County's contractor will, at County's expense, provide all necessary traffic control devices, such as flasher lights, barricades and delineators as may be necessary for duration of Project.
4. County, or County's contractor, shall perform its work so that it shall not endanger or interfere with the safe and timely operation of Railway trains and NMDOT track. No work shall be performed within 25' of track centerline without flagging protection being provided by Railway.
5. The work specified to be done in above paragraph 2 by the Railway shall be done as soon as practicable, considering availability of materials and manpower, within one year from the executed date of this agreement, and, in consideration thereof, the County will pay the actual total cost of the work, specified in Paragraph 2.
6. The County shall, at its expense, maintain the roadway surface, approaches, drainage and signage up to edge of the Crossing. No work shall be performed within 25' of track centerline without flagging protection being provided by Railway.
7. The Railway shall, at County's expense, maintain that portion of the Crossing lying between the rails of the track and two feet outside of and parallel to the rails of the track, cross buck sign assemblies, flashing lights, gates, and whistle post signs.
8. The Crossing shall be maintained to standards as required by NMDOT and by local, state, and federal laws.
9. The Railway will submit to the County progressive billings for the costs of flagman protection.
10. The County agrees to make any and all arrangements that may be necessary to secure the location or relocation of wire lines, pipelines, and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than Railway which it may be found necessary to locate or relocate in any manner whatsoever due to the construction of said Project.
11. Except as hereinafter otherwise provided, all work to be done hereunder by County in the construction of Project or maintenance in connection with Crossing shall be

performed in a good and workmanlike manner and in accordance with plans and specifications approved by NMDOT and only those changes or modifications during construction that affect NMDOT shall also be subject to approval by NMDOT, and that all work performed over, under or adjacent to the tracks of NMDOT shall be done to the satisfaction of NMDOT.

12. The County shall not disturb any improvements of NMDOT or NMDOT's existing lessees, licensees, permittees, or other easement beneficiaries, if any, or interfere with the use of such improvements.
13. The County acknowledges that one or more other parties, including, but not limited to various Native American Tribal entities, may have, or may claim to have, ownership right(s) in certain segments(s) of certain of NMDOT's rail corridors and may claim that the County must obtain rights from it (or them) in order to occupy, or access, the Premises and that, in some cases, such claims may be valid.
14. The County acknowledges that NMDOT's ownership interest, in many of its rail corridors, is a determinable fee, a railroad right of way, or a rail service easement, which shall terminate when those rail corridors cease to be used for railroad purposes; or such rail corridors are used for purposes to be found inconsistent with use of the corridors for railroad purposes, and that , in such circumstances, NMDOT's right or license in /to any such rail corridor, or rights under any license of any such rail corridor, may be subject to termination as of the date of the circumstances set forth above.
15. The County is free to improve the quality of title to the Premises by obtaining a patent or deed from the federal government, if appropriate, or acquiring additional property interests from third parties.
16. The County also acknowledges that NMDOT's ownership rights may terminate for other reasons, such as termination of franchise rights, and that certain segments of NMDOT's rail corridors consist only of a trackage rights license to NMDOT and enable NMDOT to provide rail service, or shared ownership with other railroads, and that NMDOT may not have rights to include those segments in any License to the County.
17. The County further acknowledges that the County's rights to enter under the license on any NMDOT rail corridor, and its rights under any License of any NMDOT rail corridor, are subject and subordinate to all outstanding and/or future rights and encumbrances on NMDOT's rail corridor (including liens, security interests, and mortgages), and any and all easements, other leases, licenses, permits or agreements which now or in the future relate to NMDOT's rail corridor, except NMDOT in the future shall not place any encumbrance upon any NMDOT rail corridor then subject to a License to the County or enter into any easement, lease,

license, permit or agreement, which would materially disrupt the County's ability to exercise rights under this License or to utilize the Crossing and Premises covered by such License.

18. The County acknowledges that its ability to exercise rights under this License or to utilize such Crossing would not be materially disrupted if either the Crossing is relocated to another location within the applicable NMDOT rail corridor in accordance with the terms of the License, or could be relocated elsewhere in the rail corridor; or NMDOT preserves Crossing rights and makes those rights available to the County at no charge payable by the County to the holder of the land interest where such rights are located.
19. NMDOT conveys, to the County, no more right, title and interest in any rail corridor than NMDOT holds in such rail corridor at the time of conveyance.
20. The County shall use the Premises solely for construction and maintenance of said Crossing and the County shall not use the premises for any other purpose.
21. The County shall not use or store hazardous substances as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA") or petroleum or oil as defined by applicable Environmental Laws on the Premises.
22. In case of the eviction of the County by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by NMDOT of the affected rail corridor, NMDOT shall not be liable to refund, to the County, any compensation paid hereunder.
23. Any contractor(s) or subcontractor(s) performing work on the Project or the Crossing or entering the Premises on behalf of the County shall be deemed servants and agents of the County for the limited purposes of this License only.

COMPENSATION

24. NMDOT waives the railroad crossing application fee sum of Two-Hundred Dollars and NO/100 Cents (\$200.00) and the annual railroad crossing license fee sum of One-Hundred Dollars and NO/100 Cents (\$100.00) since the applicant is a public entity.

COMPLIANCE WITH LAWS

25. The County shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent

jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Project and the Crossing and the use of the Premises.

26. Prior to entering the Premises, the County shall, and shall cause its contractor to, comply with all applicable safety rules and regulations. Prior to commencing any work on the Premises, the County shall complete and shall require its contractor(s) to complete the safety-training program at the following Internet Website <http://www.contractororientation.com> or through Railway. This training must be completed no more than one year in advance of the County's entry on the Premises.

DEFINITION OF COST AND EXPENSE

27. For the purpose of this License, "cost" or "costs" "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

RIGHT OF NMDOT TO USE

28. NMDOT excepts and reserves the right, to be exercised by NMDOT, and any other parties who may obtain written permission or authority from NMDOT, to:
- A. maintain, renew, use, operate, change, modify and relocate any existing power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises; or
 - B. construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
 - C. Use the Crossing and Premises in any manner as the NMDOT in its sole discretion deems appropriate, provided NMDOT uses all commercially reasonable efforts to avoid material interference with the use of the Crossing and Premises by the County for the purpose specified herein.

COUNTY OPERATIONS

29. The County shall notify NMDOT's Rail Manager, New Mexico Department of Transportation; PO Box 1149; 1120 Cerrillos Road; SB-4 Second Floor; Santa Fe, NM 87504; at least five (5) business days prior to any work or maintenance performed on the Premises. NMDOT shall issue a work permit for any construction or modification on the Premises.
30. The County shall obtain flagging protection from Railway operations manager at least five (5) business days prior to any work or maintenance performed on the Premises within 25 feet of track.

31. In performing the work described herein, the County shall use only public roadways to cross from one side of the track to the other.
32. Under no conditions shall the County be permitted to conduct any tests, investigations, or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools, or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless the County has obtained prior written approval from NMDOT. The County shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not, at any time, to be a source of danger to or interfere with the existence or use of present or future track, roadbed or property of NMDOT, or the safe operations and activities of NMDOT and the Railway, its partners, contractors, or assigns. If ordered to cease using the Premises at any time by NMDOT's personnel due to any hazardous condition, the County shall immediately do so.
33. Notwithstanding the foregoing right of NMDOT, the parties agree that NMDOT has no duty or obligation to monitor the County's use of the Premises to determine the safe nature thereof, it being solely the County's responsibility to ensure that the County's use of the Premises is safe. Neither the exercise nor the failure by NMDOT to exercise any rights granted in this paragraph will alter the liability allocation provided by this License.
34. If the County shall, in the judgment of NMDOT, fail to perform properly its obligations under this Agreement, NMDOT may, at its option, itself perform such work as it deems necessary for the safe operation of its railroad, and in such event the County agrees to pay, the cost so incurred by NMDOT. Failure on the part of NMDOT to perform the obligations of the County shall not release the County from liability hereunder for loss or damage occasioned thereby.
35. During the construction and any subsequent maintenance performed on the Crossing, the County shall perform such work in a manner as to preclude damage to the property of NMDOT and the Railway and preclude interference with the operation of the railroad.
36. If, at any time during the term of this License, NMDOT shall desire the use of its rail corridor in such a manner as would, in NMDOT's reasonable opinion, be interfered with by the Crossing, the County shall make such changes in the Crossing as in the sole discretion of NMDOT may be necessary to avoid interference with the proposed use of NMDOT's rail corridor, including, without limitation, the relocation of the existing or the construction of a new Crossing, subject to sufficient appropriations being available to the County.
37. Upon termination of this License, the County shall, at its sole cost and expense:

- A. Remove the Crossing and all appurtenances thereto at the NMDOT's sole discretion;

Or in the case that NMDOT determines the Crossing shall remain in place after termination of this License:

- B. Report and restore any damage to the Premises arising from, growing out of, or connected with the County's use of the Premises;
- C. Remedy any unsafe conditions on the Premises created or aggravated by the County;
- D. Leave the Premises in the condition which existed as of the Effective Date of this License.

38. The County's on-site supervisor shall retain/maintain a fully-executed copy of this License at all times while on the Premises.

LIABILITY

39. The County shall be responsible for any and all liability arising the County's construction and maintenance of the public crossing to be installed under this Agreement to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 et seq., as amended.

40. No party shall be responsible for liability incurred as a result of any other party's acts or omissions in connection with the Agreement. Any liability incurred by either the County or NMDOT in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 et seq., as amended.

41. All personal property, including but not limited to, fixtures, equipment, or related materials upon the premise will be at the risk of the County only.

INSURANCE

42. The County and/or its contractor(s) and subcontractor(s) shall, at their sole cost and expense, procure and maintain during the construction of the Crossing and Project, the following insurance coverage:

- A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability coverage with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$6,000,000.
1. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
 - a. Bodily Injury and Property Damage
 - b. Personal Injury and Advertising Injury
 - c. Fire legal liability
 - d. Products and completed operations
 2. This policy shall also contain the following endorsement, which shall be indicated on the certificate of insurance:
 - a. The employee and workers compensation related exclusions in the above policy shall not apply with respect to claims related to railroad employees.
 - b. The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
 - c. Any exclusion related to the explosion, collapse and underground hazards shall be removed.
 3. No other endorsements limiting coverage may be included in the policy.
- B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
1. Bodily injury and property damage
 2. Any and all vehicles owned, used or hired
- C. Workers Compensation and Employers Liability Insurance This insurance shall include coverage for, but not limited to:
1. County's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 2. Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

- D. Railroad Protective Liability Insurance During the construction in connection with the Crossing and any subsequent maintenance performed by County or County's contractor within 25 feet of track, County or County's contractor shall obtain this insurance which shall name NMDOT, Railway, Railway's Maintenance and Operations Contractor, and BNSF as additional insured's, with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate.
1. The construction of the Crossing and Project shall be completed one (1) year of the Effective Date of this Agreement.
 2. If further maintenance of the Crossing is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
 - a. Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - b. Endorsed to include the Limited Seepage and Pollution Endorsement.
 - c. Endorsed to include the Evacuation Expense Coverage Endorsement.
 3. No other endorsements restricting coverage may be added.
 4. The original policy must be provided to the NMDOT prior to performing any work or services under this Agreement.
- E. Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.
43. The County agrees to waive its right of recovery against NMDOT for all claims and suits against NMDOT for any acts, errors or omissions caused by a third party who causes damage to any County property or improvement who is not under the custody and control of NMDOT.
44. The County's insurance policies, through policy endorsement, must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by NMDOT. The certificate of insurance must reflect that the above wording is included in evidenced policies.
45. All policy(ies) required above (excluding Workers Compensation and, if applicable, Rail Protective) shall include a severability of interest endorsement and shall name

NMDOT, Railway, Maintenance and Operations Contractor, and BNSF as an additional insured(s) with respect to work performed under this agreement.

A. Severability of interest and naming NMDOT, the Railway, Maintenance and Operations Contractor, and BNSF, as additional insured shall be indicated on the certificate of insurance.

46. Prior to commencing the work, County shall furnish, to NMDOT, an acceptable certificate of insurance which shall include an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments.
47. The policy shall contain a provision that obligates the insurance company(ies) issuing such policy (ies) to notify NMDOT, in writing, at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance.
48. In the event of a claim or lawsuit involving NMDOT arising out of this agreement, County will make available any required policy covering such claim or lawsuit.
49. Any insurance policy shall be written by a reputable insurance company acceptable to NMDOT or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
50. The County represents that this License has been thoroughly reviewed by the County's insurance agent(s)/broker(s), who have been instructed by the County to procure the insurance coverage required by this Agreement.
51. Not more frequently than once every five (5) years, NMDOT may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
52. If any portion of the operation is to be subcontracted by the County, the County shall require that the subcontractor shall provide and maintain insurance coverage as set forth herein, naming NMDOT and the Railway as an additional insured and shall require that the subcontractor shall release, defend, and indemnify NMDOT and the Railway.
53. Failure to provide evidence, as required by this section, shall entitle, but not require, NMDOT to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of the County's obligations hereunder.
54. The County is allowed to self-insure for the liability that may arise from the performance of this Agreement only for the County's construction and maintenance

responsibilities or activities, to be performed by County employees. Under no circumstances shall the County be allowed to self-insure for the Railroad Protective Liability required by Paragraph 42.D. of this Agreement.

55. Damages recoverable by NMDOT shall not be limited by the amount of the required insurance coverage.

For purposes of this section, NMDOT shall mean "New Mexico Department of Transportation" and the subsidiaries, agents, successors, assigns and affiliates of each.

ENVIRONMENTAL

56. The County shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation act, CERCLA (collectively referred to as the "Environmental Laws").
57. The County shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by applicable Environmental Laws on the Premises. The County shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
58. The County shall give NMDOT immediate notice to NMDOT's Risk Management Bureau and NMDOT Rail Bureau of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to the County's use of the Premises.
59. The County shall use the best efforts to promptly respond to any release on or from the Premises.
60. The County shall also give NMDOT immediate notice of all measures undertaken on behalf of the County to investigate, remediate, respond to or otherwise cure such release or violation.
61. The County shall promptly report to NMDOT in writing any conditions or activities upon the Premises known to the County which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or damage to property arising out of such conditions or activities, consistent with the County's responsibilities under this Agreement; provided however, that the County's reporting to NMDOT shall not relieve the County of any obligation whatsoever imposed on it by this License.

62. The County shall promptly respond to NMDOT's request for information regarding said conditions or activities.
63. For all bores greater than 26-inch diameter and at a depth of less than 10.0 feet below base of rail, a soil investigation will need to be performed by the County and reviewed by NMDOT prior to construction. This study is to determine if any environmental contamination is present near the location of the bore. NMDOT may select a new location for the County's use, or may require the County to furnish for NMDOT's review and approval, in its sole discretion a remedial plan to deal with the granular material. Once NMDOT has approved any such remedial plan in writing, the County shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

ALTERATIONS

64. The County may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without NMDOT's prior written consent.

NO WARRANTIES

65. NMDOT's duties and warranties are limited to those expressly stated in this License and shall not include any implied duties or implied warranties, now or in the future. No representations or warranties have been made by NMDOT other than those contained in this License. .

QUIET ENJOYMENT

66. NMDOT does not warrant its title to the property, nor undertake to defend the County in the peaceable possession of use thereof. No covenant of quiet enjoyment is made.

DEFAULT

67. If default shall be made in any of the covenants or agreements of the County contained in this document, or in any assignment or transfer of this License by operation of law, NMDOT, may, at its option, terminate this License by serving five (5) business days' notice in writing upon the County.
68. Any waiver by NMDOT of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect NMDOT's ability to enforce any Section of this License. The remedy set forth in this Section shall be in addition to, and not in limitation of, any other remedies that NMDOT may have at law or in equity.

LIENS & CHARGES

69. The County shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by the County on Premises. NMDOT is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however that failure of NMDOT to take any such action shall no relieve the County of any obligation or liability under this Section or any other Section of this License. The County shall pay, if applicable, when due, any taxes, assessments or other charges (collectively, "Taxes")_ levied or assessed upon the improvements by any governmental or quasi-governmental body or any taxes levied or assessed against NMDOT or the Premises that are attributable to the improvements.

TERMINATION

70. This License may be terminated by either party at any time, by serving thirty (30) calendar days written notice of termination to the other party. In the event of termination, the Crossing will be removed and Premises will be restored to its condition as of the Effective Date, at the County's sole cost and expense. If the County fails to surrender to NMDOT the Premises, upon any termination of this License, all liabilities and obligations of the County hereunder shall continue in effect until the Premises are surrendered.

ASSIGNMENT

71. Neither the County, nor the heirs, legal representatives, successor, nor assigns of the County, nor any subsequent assignee, shall assign or transfer this License or any interest herein, without the prior written consent and approval of NMDOT, which may be withheld in NMDOT's sole discretion.

NOTICES

72. Any notices required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) calendar days advance written notice of such change in address.

If to NMDOT: Rail Manager, SB-4 Second Floor New Mexico Department of Transportation PO Box 1149 Santa Fe, NM 87504-1149:

If to Licensee: Valencia County _____

SURVIVAL

73. Neither termination nor expiration will release either party from any liability or obligation under this License, whether or indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or if later, the date when the Crossing and improvements are removed and the Premises are restored to its condition as of the Effective Date.

NO RECORDATION

74. It is understood and agreed that this License shall not be recorded with the County Clerk.

APPLICABLE LAW

75. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of New Mexico without regard to conflicts of law provisions.

SEVERABILITY

76. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

INTERGRATION

77. This License is the full and complete agreement between NMDOT and the County with respect to all matters relating to the County's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to the County's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of the County.

MISCELLANEOUS

78. In the event that the County consists of two or more parties for purposes of effectuating this Agreement, all the covenants and agreements of the County herein contained shall be the joint and several covenants and agreements of such parties.

79. The parties agree that the insurance and liability provisions of this License are not intended to violate, and shall not be construed by the parties to violate, NMSA 1978, Section 56-7-1, as amended.

IN WITNESS WHEREOF, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT)

By: _____
(Secretary or Designee)

Printed Name: _____

Title: _____ Date: _____

THE COUNTY OF VALENCIA

By: Donald E Holliday

Printed Name: Donald E Holliday

Title: Chairman Date: 3-21-2012

APPROVED AS TO LEGAL FORM AND SUFFICIENCY BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION OFFICE OF GENERAL COUNSEL

DATE: _____, 20 _____

BY: _____

TITLE: _____

APPROVED AS TO LEGAL FORM, County Attorney, County of VALENCIA

BY: Adam B. Hine

TITLE: County Attorney

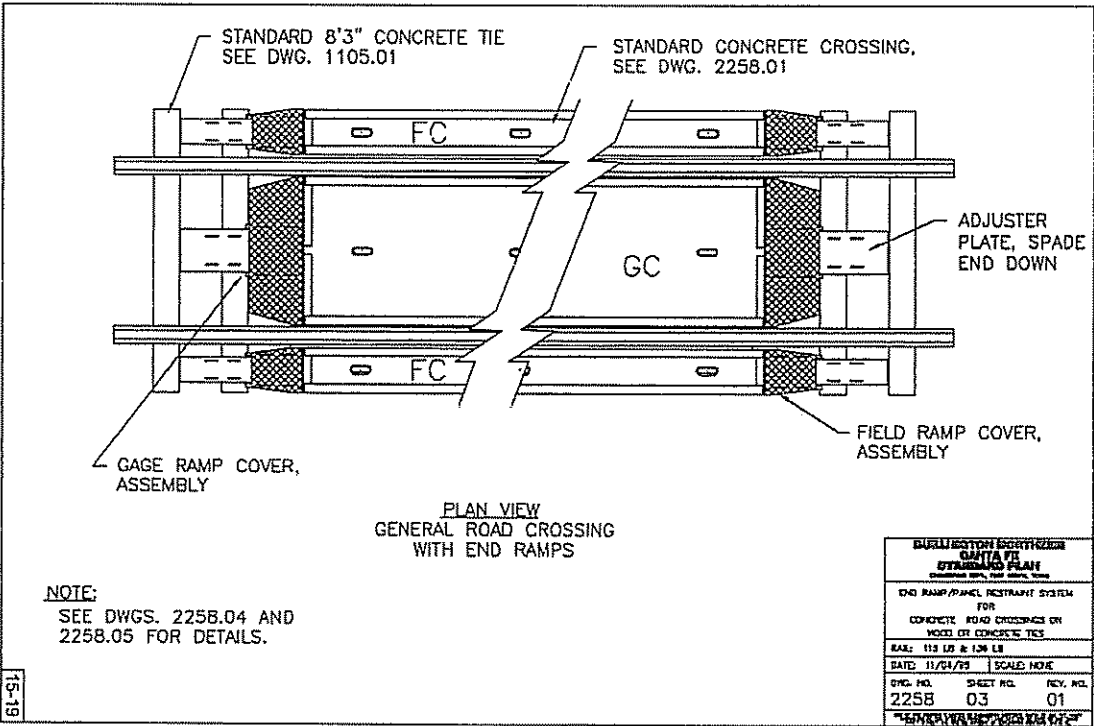
DATE: 3-21-12, 20 _____

EXHIBIT 'A' (SITE DRAWING)

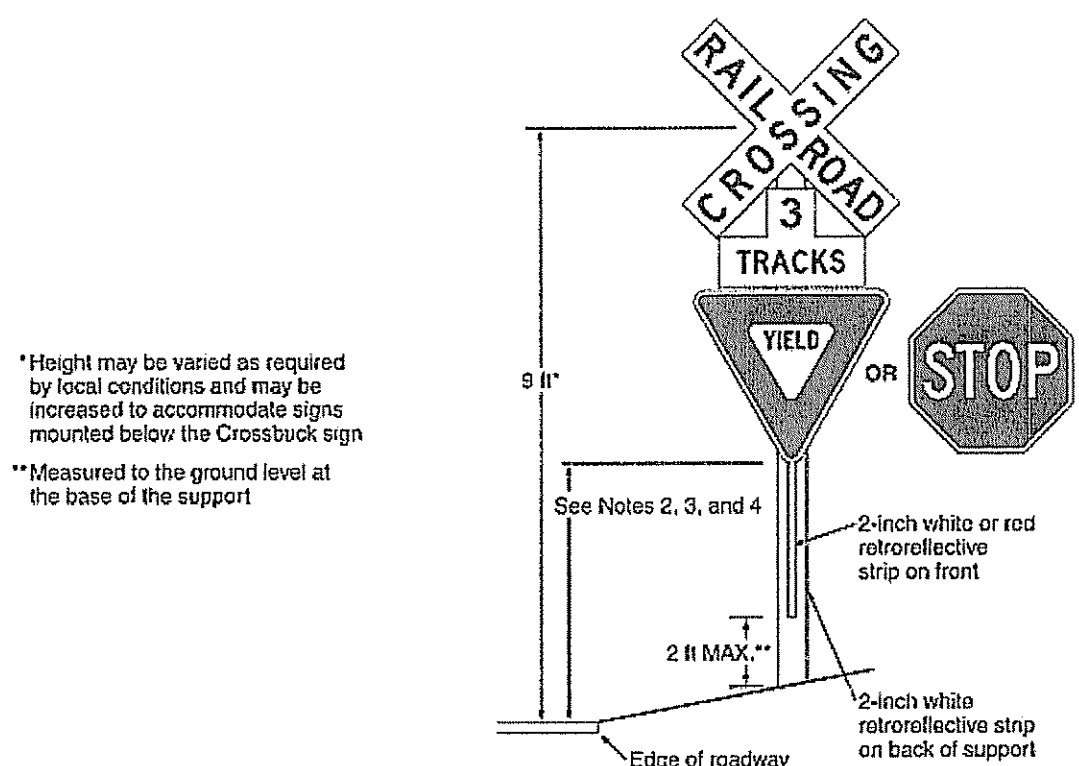
To be included

EXHIBIT 'B' (STANDARD DRAWINGS AND PLANS)

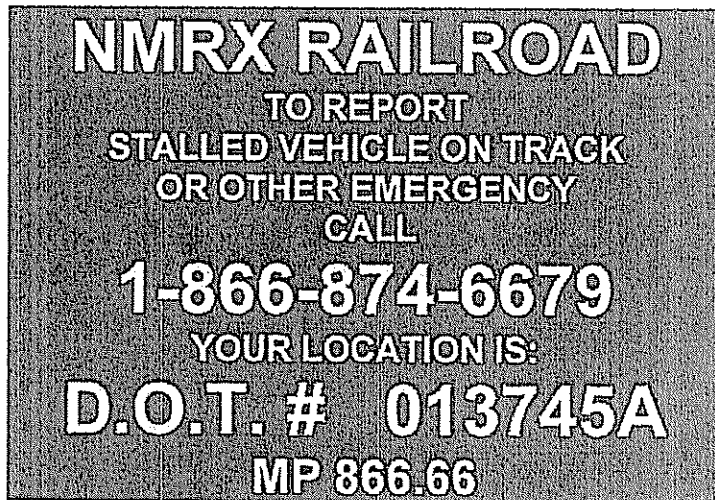
Concrete Crossing Standards



Crossbuck Assembly; Emergency Notification Sign Standards (to be placed under yield or stop sign).



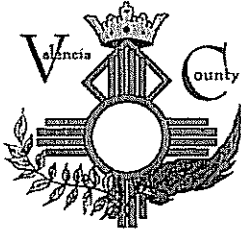
- Notes:
- 1. YIELD or STOP signs are used only at passive crossings. A STOP sign is used only if an engineering study determines that it is appropriate for that particular approach.
 - 2. Mounting height shall be at least 4 feet for installations of YIELD or STOP signs on existing Crossbuck sign support
 - 3. Mounting height shall be at least 7 feet for new installations in areas with pedestrian movements or parking.



DOT Crossing Number is specific to the location of the crossing
The Mile Post (MP) is specific to the locations of the crossing

Project Plans

To be included



VALENCIA COUNTY

Board of County Commissioners

Agenda Request Form

Department Head: Eric Zamora
Individual Making Request: Eric Zamora
Presentation at Meeting on: March 21, 2012
Date Submitted: March 14, 2012
Title of Request: Public Railroad Crossing Agreement

Action Requested of Commission:

Consideration of Public Railroad Crossing Construction and Maintenance Agreement for Calle de Oro.

Information Background and Rationale:

NMDOT Rail Section has determined that the Calle de Oro crossing is unlicensed and therefore eligible for closure, according to State regulations. By entering into this agreement and providing minor upgrades to the road surface, the residents in the area will be insured of ingress/egress. NMDOT Rail Section has committed to working with the County to obtain Section 130 monies to provide for upgrades to the crossing arms and crossing "pads".

What is the Financial Impact of this Request?

Will require county road improvements such as paving and widening as well as routine maintenance and signage. Initial estimate of \$15,000.

Staff Comments:

Legal: NMDOT has adopted the great majority of the County's proposed revisions to the agreement. Most importantly from my perspective, the NMDOT has agreed to the removal of the extensive hold harmless provisions whereby NMDOT sought for the County to agree to indemnify NMDOT, even if such liability arose from or was to be attributed to, in whole or in part, any negligence of the County. Particularly, NMDOT removed the provision requiring that the County agree to release, indemnify, defend and hold harmless NMDOT and NMDOT's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, employees and agents (collectively, "Indemnitees") for from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs, attorney's fees and costs of investigation, removal and remediation, environmental or otherwise of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to, resulting from or related to (in whole or in part) this Agreement, including, without limitation, its environmental provisions, any rights or interests granted pursuant to this Agreement, the County's occupation and use of the Premises, the environmental condition and status of the Premises caused by or contributed by the County, and any act or omission of the County or its officers, agents, invitees, employees, or contractors or anyone directly or indirectly employed by an of them or over anyone who we control or exercise control, recognizing instead that neither

party would be responsible for liability incurred as a result of any other's acts or omissions, and only then subject to the immunities and limitations in the Tort Claims Act. Additionally, the NMDOT was amenable to the removal of the provision whereby the County waive all claims with respect to the Premises for the purpose of CERCLA and other environmental laws, again regardless of the NMDOTs negligence. NMDOT was further acceptable to the removal of the requirement that would have had the County indemnify, and hold harmless the NMDOT against and assume the defense of any liabilities asserted against or suffered under or related to the Federal Employers' Liability Act ("FELA") whenever employees of Licensee or any of its agents, invitees, or contractors claim or allege that they are employees of any NMDOT or otherwise, which indemnity would have extends to FELA claims based on actual or alleged violations of any federal, state, or local laws or regulations, including but not limited to the Safety Appliance Act, the Boiler Inspection Act, The Occupational Health and Safety Act, the Resource Conservation and Recovery Act, and any similar state or federal statute. Moreover, the NMDOT agreed to the removal of the provision requiring that the County assume the defense of any lawsuit or other proceeding brought against any Indemnities by any entity, relating to any matter covered by this Agreement for which Licensee has obligation to assume liability for and/or save and hold harmless any Indemnities, and that the County pay all costs incident to such defense, including, but not limited to, attorney's fees, investigator's fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments upon written notice from NMDOT. Finally, the NMDOT agreed to the removal of the requirement that the County waive any and all warranties, law or in equity, including without limitation any warranty of merchantability, habitability or fitness for a particular purpose, even as it relates to the title to the property, though they have made plain in this Agreement that they continue to make no warranty as to the title of the property, nor will they defend the County if an action were to arise in relation to the title of the property. They will, however, require that the County report any conditions or activities that create a risk of harm to persons, property, or the environment, to take all such actions to remediate such risks, and to assume liability for injuries occasioned by virtue of the County's failure to mitigate against such harm. NMDOT will require that our subcontractors provide and maintain insurance coverage naming DOT as an additional insured and that our subcontractors agree to release, defend, and indemnify the NMDOT and the Railway. Provided we include in our contracts with our contractors that they are required to provide and maintain insurance coverage naming DOT as an additional insured and that our subcontractors agree to release, defend, and indemnify the NMDOT and the Railway, this requirement should not pose an issue. D.P.

Finance:

Monies available for improvement in road fund budget. CC

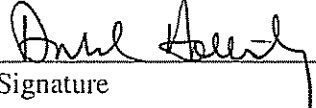
NORTH CENTRAL NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) AGREEMENT

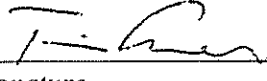
AMENDMENT NO. 1

This Amendment is made and entered into this 1st day of March, 2012, by and between the North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging hereinafter referred to as the "Agency" and Valencia County, hereinafter referred to as the "Contractor".

1. Purpose of Amendment. The purpose of the Amendment is to:
 - A. Revise the contract amount from \$67,709 to \$81,735 thereby increasing the total dollar amount by \$14,026.
2. Changes to Contract. The following changes are amendments to the contract:
 - A. Paragraph II. A. Compensation is amended to read: The total amount payable to the Contractor under this Agreement shall not exceed \$81,735 for eligible meals served during the period July 1, 2011 through June 30, 2012, regardless of funding sources, to eligible participants and their spouse.
3. All other clauses in the original Agreement will remain unchanged and together with this Agreement constitute the entire Agreement between the Contractor and Agency.

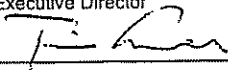
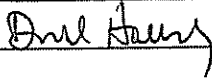
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates listed below.

Valencia County
Legal Name of Vendor/Contractor

Signature
Donald E Holliday
Printed/Typed Name of Signatory
March 21, 2012
Date

NCNMEDD Non-Metro AAA
Name of Area Agency on Aging

Signature
Tim Armer, Executive Director
Printed/Typed Name of Signatory
March 1, 2012
Date

(EXHIBIT C)

NORTHCENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)
SPECIAL PROJECTS - NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)

GRANTEE: Valencia County		APPROVED BUDGET FOR THE PERIOD		Type of Grant or Action		NGA DATE
ADDRESS:		FROM: 07/01/2011 TO: 06/30/2012		New/Cont: X Revision: Other:		3.1.12
PHONE:		Fund: 210 Title of Project: NSIP		CFDA # 93.053		
Indirect Cost % of \$						
DESCRIPTION	FEDERAL	STATE	LOCAL CASH	LOCAL IN-KIND	PROJECT INCOME	TOTAL
Personnel Services	\$0.00	\$0.00				\$0.00
Fringe Benefits	0.00	0.00				0.00
Travel	0.00	0.00				0.00
Maintenance & Repair	0.00	0.00				0.00
Supplies (Raw Food)	\$81,735.00	0.00				\$81,735.00
Contractual Services	0.00	0.00				0.00
Other Operating Costs	0.00	0.00				0.00
Capital Outlay	0.00	0.00				0.00
Subtotal	\$81,735.00	\$0.00				\$81,735.00
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%
COMPUTATION OF GRANT			8. Federal/State Shares will be Comprised of:			
1. Estimated Total Cost	\$81,735.00	a. Federal/State grant		FY	Federal:	0.00
2. LESS Anticipated Project Income	\$0.00	unearned in previous		FY	State:	0.00
3. Estimated Net Cost	\$81,735.00	project year(s)				
4. Non-federal and Non-state Share of Net Cost	\$0.00	b. Carry Over				0.00
5. Project Income (Used as Match)	\$0.00					0.00
6. Federal Share of Net Cost	\$81,735.00	c. New Obligational		FY	Federal:	\$14,026.00
7. State Share of Net Cost	\$0.00	Authority Herein Awarded				
<div><div><input checked="" type="checkbox"/> Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.</div><div><input checked="" type="checkbox"/> The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.</div><div><input checked="" type="checkbox"/> If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.</div><div><input checked="" type="checkbox"/> As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.</div><div><input checked="" type="checkbox"/> Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.</div><div><input checked="" type="checkbox"/> In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.</div></div>						
All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:						
<div>1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.</div> <div>2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.</div> <div>3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.</div> <div>4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.</div> <div>5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.</div> <div>6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.</div> <div>7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.</div> <div>8. Inventory of project equipment will be maintained and submitted as requested.</div> <div>9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.</div>						
Signature of Area Agency on Aging Authorizing Official:				We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.		
Tim Arner, Executive Director 				 Date: 3/21/12		
Signature: _____ Date: 3/1/12				Date: _____		

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

Sally Perea

The attached computer printout lists all the checks issued by the Manager's Office on March 7, 2012 covering vendor bills processed on the above date.
Check # 112453 to 112533 inclusive, for the total of \$322,782.04.

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:

Christina Card

Director of Finance

Done this 21st day of March, 2012.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Donald E. Holliday

Donald E. Holliday, Chair

Lawrence R. Romero

Lawrence R. Romero, Commissioner

Ron Gentry

Ron Gentry, Commissioner

Georgia Otero-Kirkham

Georgia Otero-Kirkham, Vice-Chair

Mary J. Andersen

Mary J. Andersen, Commissioner

ATTEST:

Sally Perea

Sally Perea, County Clerk

(EXHIBIT E)

Sally Perea

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on
March 09, 2012 covering payroll process on the above date.
Direct Deposit Check 24230 thru direct deposit check# 24420 inclusive.
Deduction Check# 112536 thru deduction check# 112567 inclusive.
Payroll Check # 92019 thru payroll check # 92094 inclusive.
Listing total \$ 364,519.51
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:

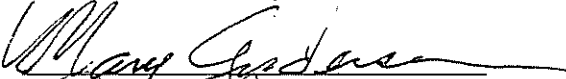
Christina Card, Finance Administrator

Done this 21st day of March, 2012

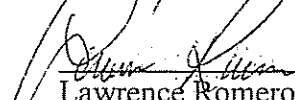
VALENCIA COUNTY BOARD OF COMMISSIONERS

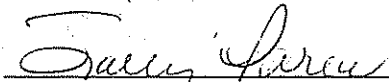

Donald E. Holliday, Chair


Georgia K. Otero, Vice Chair


Mary Andersen, Commissioner


Ron Gentry, Commissioner


Lawrence Romero, Commissioner

ATTEST:

Sally Perea, County Clerk (EXHIBIT F)

MODIFICATION OF EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 21st day of March 2012, by and between the Valencia County, a political subdivision of the state of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "Board" and Mr. Eric Zamora, hereinafter referred to as "Mr. Zamora."

WITNESSETH

WHEREAS, the Board entered into a new employment contract with Eric Zamora on July 1, 2011 to employ Mr. Zamora as County Manager; and,

WHEREAS, pursuant to this Contract, the Board agreed to offer Mr. Zamora standard employee benefits afforded all employees which includes: annual leave, holiday, sick leave, retirement, medical, life and dental insurance; and,

WHEREAS, pursuant to this Contract, Mr. Zamora was permitted to voluntarily terminate the contract by delivering thirty (30) days notice prior to the anticipated date of termination; and,

WHEREAS, given the substantial, important and numerous duties performed by Mr. Zamora, Mr. Zamora has agreed to extend the Commission the courtesy of sixty (60) days notice prior to the anticipated date of termination to ensure continuity of service to the inhabitants of Valencia County; and,

WHEREAS, Mr. Zamora has reflected his significant dedication to the County and the citizens of the County by refusing to exhaust his sick and annual leave, and by ensuring seamless and continuing service to the County; and,

WHEREAS, the Board desires to modify the terms and condition of Mr. Zamora's employment contract of July 1, 2011; and,

WHEREAS, Mr. Zamora has agreed to the modification of the terms and conditions of this Contract; and,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the foregoing Recital paragraphs are true and correct in every material respect, and the same are hereby incorporated into the substantive provisions of this Modification.

2. Defined terms not defined in this Amendment shall have the meanings ascribed to them in the Agreement.

3. Paragraph 2 of the Agreement is hereby deleted and replaced with the following:

(EXHIBIT G)

4. Mr. Zamora shall perform full-time professional services to the County in his capacity of County Manager, consistent with the provisions of this Agreement. Mr. Zamora shall at all times faithfully, industriously, and to the best of his ability, perform all such duties that may be required of him as County Manager, which include without limitation those duties detailed in NMSA 1978, § 4-38-19 (1973) and those duties as attached hereto as Exhibit "A". The county shall defend and indemnify Mr. Zamora from and against any and all claims or causes of action brought against Mr. Zamora and arising in connection with his duties hereunder.

The Board may evaluate Mr. Zamora's performance of his duties as County Manager annually in accordance with objective criteria enumerated in the Valencia County Personnel Rules and Regulations, Policy No. 401-01-2, as amended, or the most recently adopted personnel policy, and further in accordance with such other criteria as may be determined from time to time by the Board in its sole discretion; however, that the Board shall furnish to Mr. Zamora a description of the aforesaid criteria at the beginning of each calendar year.

The following provisions of the Personnel Policy do not apply or apply as modified below to Mr. Zamora or with respect to his employment with the County:

- A. all provisions related to termination and grievance procedures afforded to County Employees do not apply to Mr. Zamora;
- B. all provisions relating to compensation and overtime pay do not apply to Mr. Zamora (i.e., Mr. Zamora is a Fair Labor Standards Act exempt employee);
- C. Mr. Zamora shall accrue leave at the same rate as an employee with fifteen years of service.

All other provisions of the Personnel Policy will apply to Mr. Zamora, except that Mr. Zamora will be entitled to a full and complete payout of his accrued sick and annual leave.

IN WITNESS WHEREOF, the Board and Mr. Zamora have each caused this Agreement to be executed as of the date first written above.

BOARD OF COUNTY COMMISSIONERS

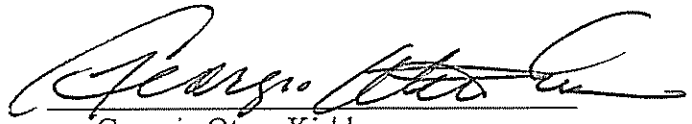
P.O. Box 1119 / 444 Luna Ave.
Los Lunas, NM 87031

APPROVED, ADOPTED, AND PASSED on this 21st day of March, 2012.

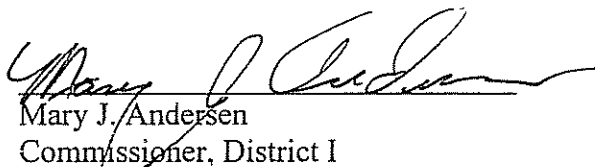
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF VALENCIA



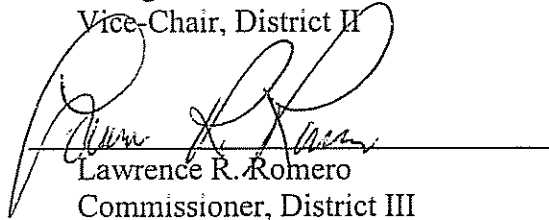
Donald E. Holliday
Chair, District V




Georgia Otero Kirkham
Vice-Chair, District II



Mary J. Andersen
Commissioner, District I



Lawrence R. Romero
Commissioner, District III


Ron Gentry
Commissioner, District IV

Attest:


Sally Perea, County Clerk

Eric Zamora, Manager

Date: 3-21-12

[illegible]

This instrument was acknowledged before me this 23 day of March, 2017 by Eric Zamora.

Notary Public


My commission expires:

My commission expires: April 6, 2013