Jhonathan Aragon, Chair, District V • Gerard Saiz, Vice-Chair, District I • Tom Mraz, District II • David A. Hyder, District III • Charles D. Eaton, District IV Daniel Monette, County Manager

Board of



March 18, 2020
Agenda
5:00 P.M.
Public/Business Meeting
Valencia County Commission Chambers
444 Luna Ave.
Los Lunas, NM 87031

Please Silence all Electronic Devices

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

(No minutes to approve)

Sponsorship does not indicate endorsement of a given topic

#### **PUBLIC COMMENT**

Please sign up on the sheet located just outside the Commission Chambers. The Board will allow each member of the public wishing to address the Board an opportunity to address the board in conjunction with the Public Participation, Resolution No. 2019-09 adopted by the board <u>Limited to three (3) minutes per person</u>

#### **PUBLIC HEARING**

- 5) Consideration of Valencia County Ordinance 2020-\_\_\_\_ Restricting Truck Traffic on Don Felipe Road, Belen, NM. Presenter: *Public Works Director, Lina Benavidez*
- **6)** Consideration of Zone Change No. 2019-077, from RR-2 to a Wireless Communications Facilities Overlay District. **Presenter:** *County Planner, Gabriel Luna*
- 7) Consideration of Zone Change No. 2020-001, from RR-2 to C-2. Presenter: *County Planner, Gabriel Luna*

#### **DISCUSSION** (non-action item(s)

8) Commissioners, Committees and Reports

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 Administration Building, Los Lunas, New Mexico, (505) 866-2014 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Valencia County Manager's Office if a summary or other type of accessible format is needed.

#### **ACTION ITEM(S)**

9) A	approval of Resolution 2020; Local Emergency Disaster Declaration. Presenter:;
S	ponsor: County Manager for Regular County Business
	approval of Resolution 2020; Adoption of Valencia County Government Continuity of Operations Plan. Presenter:; Sponsor: <i>County Manager for Regular County Business</i>
tl P	approval to officially recognize and record Accounts Payable and Payroll Disbursements as part of the minutes of the regular county commission meeting before which body this matter came. resenter: <i>Finance Director Loretta Trujillo</i> ; Sponsor: <i>County Manager for Regular County Business</i>
,	Consideration to Approve Contract for Armijo Road Improvements. Presenter: <i>Purchasing Agent, Pustin Porter</i> ; Sponsor: <i>County Manager for Regular County Business</i>
R	Consideration of Valencia County Ordinance 2020 Restricting Truck Traffic on Don Felipe Load, Belen, NM. Presenter: <i>Public Works Director, Lina Benavidez</i> ; Sponsor: <i>County Manager or Regular County Business</i>
P	Consideration of Resolution 2020, to adopt 2020 Annual Certified Maintained Road Mileage. resenter: <i>Public Works Director, Lina Benavidez</i> ; Sponsor: <i>County Manager for Regular County Business</i>
C	Consideration of Zone Change No. 2019-077, from RR-2 to a Wireless Communications Facilities Overlay District. Presenter: <i>County Planner, Gabriel Luna</i> , Sponsor: <i>County Manager for Regular County Business</i>
,	Consideration of Zone Change No. 2020-001, from RR-2 to C-2. Presenter: <i>County Planner</i> , <i>Gabriel Luna</i> , Sponsor: <i>County Manager for Regular County Business</i>

#### Board Convenes as Indigent Board

17) Approval of Indigent Report. Presenter: *Maria Garcia*; Sponsor: *County Manager for Regular County Business* 

#### Board Reconvenes as Board of County Commissioners

#### **EXECUTIVE SESSION**

Pursuant to Section 10-15 1 (H)(c), the following matters may be discussed in closed session: a. personnel: b. pending or threatened litigation/administrative adjudicatory deliberation; c. real property; Lot 13 in Section 9, Township 6 North, Range 1 East. Valencia County, NM 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

Jhonathan Aragon, Chair, District V • Gerard Saiz, Vice-Chair, District I • Tom Mraz, District II • David A. Hyder, District III • Charles D. Eaton, District IV Daniel Monette, County Manager

#### **NEXT COMMISSION MEETINGS**

April 1, 2020 – Workshop: County Budget @ 12:00 P.M. Valencia County Commission Chambers, 444 Luna Ave., Los Lunas, NM 87031

April 1, 2020 – Business Meeting @ 5:00 P.M. Valencia County Commission Chambers, 444 Luna Ave., Los Lunas, NM 87031

#### **ADJOURN**

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## Item #5 PUBLIC HEARING

Consideration of Valencia
County Ordinance 2020-\_\_\_
Restricting Truck Traffic on Don
Felipe Road, Belen, NM

## Item #6 PUBLIC HEARING

Consideration of Zone Change No. 2019-077, from RR-2 to a Wireless Communications Facilities Overlay District

## Item #7 PUBLIC HEARING

Consideration of Zone Change No. 2020-001, from RR-2 to C-2



#### VALENCIA COUNTY DETENTION DEPARTMENT

436 Courthouse Road Los Lunas, New Mexico 87031



Randy Gutierrez, Warden Jesus Heredia, Deputy Warden Gerald Espinoza, Chief of Security

March 9th, 2020

Danny Monette County Manager

REF: Detention facility Detainee Count

Mr. Monette below is the beginning counts for Monday March 2, 2020, 2020 and March 6, 2020

In House: 177 - 172

Males: 167 - 160

Females: 30 – 32

Out of County: 21 - 20

Males: 17-16

Females: 04 - 04

Sandoval: 06 - 05

Socorro: 15-15

(CNMCF) Prison: 00 - 00

MDC: 00 - 00

**Total VCDC population count**: 197 – 192

Respectfully Submitted

Randy Gutierrez, Warden

Valencia County Detention Center



## VALENCIA COUNTY Board of County Commissioners Agenda Request Form



Department Head: A. Brian Culp, Fire Chief

Individual Making Request: A. Brian Culp, Fire Chief

Presentation at Meeting on: March 18, 2020

Date Submitted: March 16, 2020

Title of Request: Resolution 2020- ; Local Emergency Disaster Declaration

#### **Action Requested of Commission:**

Approval of Resolution for a Local Emergency Disaster Declaration in reference to the Coronavirus.

#### **Information Background and Rationale:**

The Fire Department under the Office of Emergency Management would like for the County Commission to approve a Local Emergency Disaster Declaration for the Noval Coronavirus, also known as COVID-19.

#### What is the Financial Impact of this Request:

This could allow the county to apply for reimbursement for expenditures of supplies, and possibly other expenses that could be in occurred during this time

#### Legal:

In addition to permitting the county to apply for reimbursement of expenditures of supplies and other expenses, the draft declaration also authorizes the Manager and Emergency Management Coordinator to enter into mutual aid agreements and reciprocal emergency management aid and assistance agreements for 60 days from the passage of the resolution. (*David M. Pato*)

#### Finance:

The approval of this action will open the door for VC to apply for reimbursement of specific expenses related to COVID-19 should the need arise. (*Loretta Trujillo*)

#### **Purchasing:**

$\boxtimes$	Any purchases that may result from these funds in the future shall adhere to the VC
Pur	chasing Policy Limits and the NM State Procurement Code. (Rustin Porter)
	Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services
	Procurement Complete as Described Below:



### VALENCIA COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION № 2020-

#### LOCAL EMERGENCY DISASTER DECLARATION

WHEREAS, the Board of County Commissioners met at a duly noticed and advertised meeting on March \_\_\_\_\_, 2020, at 5:00 PM in the Valencia County Administration Building located at 444 Luna Avenue, Los Lunas, New Mexico 87031; and,

**WHEREAS**, pursuant to NMSA 1978 Section 4-38-1 (1884) the powers of a county as a body politic and corporate shall be exercised by a board of county commissioners; and,

WHEREAS, NMSA 1978, Section 4-38-13 (1953) provides that board of county commissioners shall have power at any session to make such orders concerning the property belonging to the county as they may deem expedient; and,

WHEREAS, Section 4-37-1 et seq. NMSA 1978 provides that counties may adopt those resolutions and ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants; and,

**WHEREAS**, in December 2019, a novel coronavirus, now designated COVID-19, was detected in Wuhan, China; and,

**WHEREAS**, symptoms of COVID-19 include fever, cough, and shortness of breath, and can range from mild to severe illness; and,

WHEREAS, on January 30, 2020, the World Health Organization Director General declared the outbreak of COVID-19, as a Public Health Emergency of International Concern, advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and,

WHEREAS, the Center for Disease Control and Prevention is closely monitoring the growing number of COVID-19 cases that have spread into the United States; and,

**WHEREAS,** over 3,000 cases of COVID-19 have been reported in the United States, with over 60 deaths; and,

**WHEREAS**, the COVID-19 virus spreads between people who are in close contact with one another through respiratory droplets produced when an infected person coughs or sneezes; and,

**WHEREAS**, the continued worldwide spread of COVID-19 presents an imminent threat of widespread illness, which requires emergency action; and,

WHEREAS, a declaration of local disaster and public health emergency includes the ability to take measures to reduce the possibility of exposure to disease, control the risk, prevent the spread of the disease and promote the health and safety of individuals in Valencia County; and,

WHEREAS, Valencia County will work collaboratively with Los Lunas, Belen, Rio Communities, Peralta, and the local schools, to ensure that all appropriate and necessary measures are taken to limit the development, contraction, and spread of COVID-19; and,

**WHEREAS**, by this declaration, the Board declares all rules and regulations that may inhibit or prevent prompt response to this threat suspended for the duration of this incident; and,

WHEREAS, pursuant to the authority granted pursuant to the All Hazard Emergency Management Act, NSMA 1978, Section 12-10-1 et seq., and particularly NMSA 1978, Section 12-10-5 (2007), the Board authorizes the use of all available resources of the County to assist in the County's response to this situation.

#### NOW, THEREFORE, BE IT DECLARED BY THE BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY:

- 1. That a state of disaster based on public health emergency is declared for Valencia County pursuant to the All Hazard Emergency Management Act, NMSA 1978, Section 12-10-1, et seq. (2007).
- 2. Pursuant to the All Hazard Emergency Management Act, the state of local disaster and public health emergency shall continue for a period of not more than sixty (60) days from the date of this declaration, unless continued or renewed by the Board of County Commissioners of Valencia County.
- 3. This declaration of a local state of disaster shall be given prompt and general publicity and filed promptly with the County Clerk.
- 4. Pursuant to the All Hazard Emergency Management Act, the Board authorizes the Manager and the Emergency Management Coordinator to enter into mutual aid agreements for reciprocal emergency management aid and assistance during this public health emergency.

5. Pursuant to the NMSA 1978, Section 4-37-1, the County may take such actions necessary to protect the health of persons in the County.

6. This declaration shall take effect immediately from and after its issuance.				
APPROVED, ADOPTED AND PASSED on this day of, 2020.				
BOARD OF COUNTY COMMISSIONERS				
Jhonathan Aragon, Chair, District V	Gerard Saiz, Vice-Chair, District I			
Tom Mraz, District II	David A. Hyder, District III			
Charles D. 1	Eaton, District IV			
Attest:				

Peggy Carabajal, County Clerk



## VALENCIA COUNTY Board of County Commissioners Agenda Request Form



Department Head: A. Brian Culp, Fire Chief

Individual Making Request: A. Brian Culp, Fire Chief

Presentation at Meeting on: March 18, 2020

Date Submitted: March 16, 2020

Title of Request: Resolution 2020- for Adoption of a Continuity Of Operations Plan

(COOP)

#### **Action Requested of Commission:**

Approval of Resolution for Adoption of a Continuity Of Operations Plan (COOP)

#### **Information Background and Rationale:**

The Fire Department under the Office of Emergency Management would like for the County Commission to approve a Resolution for an adoption of a Continuity of Operations Plan (COOP). This plan would be put into place to protect against, prepare for, mitigate against, respond to, and recover from any natural or humanmade disaster. It would allow our county to continue to operate in a case of emergency.

#### What is the Financial Impact of this Request:

No Financial Impact from the adoption of this resolution would occur.

#### Legal:

The draft continuity of operations plan makes plain our expectations of each department during this public health emergency, and makes our County's human resources available to address this emergency as needed. (*David M. Pato*)

#### Finance:

This action creates no financial impact for Valencia County. (Loretta Trujillo)

#### **Purchasing:**

$\boxtimes$	Any purchases that may result from these funds in the future shall adhere to the VC
Pur	chasing Policy Limits and the NM State Procurement Code. (Rustin Porter)
	Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services
	Procurement Complete as Described Below:

## Continuity of Operations Plan (COOP)



# Valencia County Government

March 2020

Valencia County Office of Emergency Management 444 Luna Avenue Los Lunas, New Mexico 87031



#### VALENCIA COUNTY

#### BOARD OF COUNTY COMMISSIONERS RESOLUTION № 2020-

#### ADOPTION OF A VALENCIA COUNTY GOVERNMENT CONTINUITY OF OPERATIONS PLAN

**WHEREAS**, the Board of County Commissioners met in a regularly scheduled meeting on Wednesday, March 16, 2020 at 05:00 p.m. in the Valencia County Administration Building 444 Luna Avenue, Los Lunas, New Mexico 87031; and,

WHEREAS, pursuant to NMSA 1978, Section 4-38-1 (1884), the powers of a county as a body politic and corporate shall be exercised by a board of county commissioners; and,

WHEREAS, the Valencia County Board of County Commissioners recognize the need to protect against, prepare for, mitigate against, respond to and recover from any natural or humanmade disaster; and,

**WHEREAS**, Valencia County has established an Office of Emergency Management through the Valencia County Fire Department and has hired an Emergency Manager.

**NOW, THEREFORE BE IT RESOLVED** by the Valencia County Board of County Commissioners that this Continuity of Operations Plan (COOP) is officially adopted.

**IT IS FURTHER RESOLVED AND ORDERED** that the Emergency Manager, or his/her designee, is tasked and authorized to maintain and revise, as necessary, this document until such time as it is ordered to come before this Board.

APPROVED, ADOPTED, AND PASSED on this 18th day of March 2020.

#### **BOARD OF COUNTY COMMISSIONERS**

Jhonathan Aragon Chair, District V	Gerard Saiz Vice-Chair, District I
Tom Marz	Charles Eaton
Commissioner, District II	Commissioner, District IV
David A. Hy	,
Commission	ner, District III
Attest:	
Peggy Carabajal, County Clerk	

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#### **EXECUTIVE SUMMARY**

The Valencia County Continuity of Operations Plan (COOP) provides instruction and guidance to Valencia County employees, enabling essential County functions to continue when there is a catastrophic emergency that severely impacts the County's ability to operate as usual. County department heads and elected officials have developed actions and processes to ensure all public services legal in the requirement, mandated by act or regulation, and/or affecting safety and health will continue under the worst of environmental, economic and technological conditions. The Valencia County Continuity of Operations Plan represents our commitment to serve the fine citizens of Valencia County in the worst and best of times. The Valencia County Board of County Commissioners asks each County employee to familiarize themselves with actions that must be taken to continue County operations during a disaster and to continue to provide a full spectrum of public services to all who live within Valencia County.

#### **PURPOSE**

The purpose of this plan is to prepare Valencia County employees to respond to disasters or a major emergency while continuing to provide essential day-to-day services. COOP planning helps assure the capability exists to continue essential services across a wide range of potential emergencies. The objectives of this plan are to:

- 1. Ensure the continuous performance of a department's essential services during a disaster or major emergency within two hours of notification.
- 2. Protect County critical infrastructure before, during, and after a disaster or major emergency occurs.
- 3. Work to reduce or mitigate any disruptions to essential operations that have occurred due to a disaster or major emergency as soon as possible.
- 4. Achieve a timely and orderly recovery from a disaster or major emergency to be able to resume all services to our customers as soon as we can.

#### **SCOPE**

This plan applies to all departments within Valencia County Government.

#### **ASSUMPTIONS**

- Most of all departments will be required to move to another location to continue operations.
- Current resources will not be immediately available at the new location.
- Email and telephone communications will likely be disrupted. Cellular communications may also be affected by the disaster or major emergency.
- Roads, bridges, and other transportation infrastructure damage may limit normal transportation, including the ability of employees to report to work in a timely manner.
- The County Commission Chair, the County Manager, or their designee will be the only authorized personnel to declare an emergency during a disaster or major emergency.
- Emergency Management staff will assist all affected jurisdictions as required by the incident, and they will activate the EOC to coordinate outside resources and assistance if needed.
- Internet service and network access will be available, possibly very limited, at the alternate site.
- Many of the scenarios that will require activation of the County COOP will cause extensive damage to more than just County facilities, and emergency responders will be reporting to a multitude of issues throughout the County.

#### **ESSENTIAL SERVICES**

The following is a list of the Valencia County essential services, by department, to be performed during a COOP incident. Essential services are considered any service a department is required to perform by law, agreement, or contract and cannot be delayed due to a disaster or major emergency.

#### Animal Control

This department will require that all employees report for duty, along with as many volunteers as possible, to assist with domestic animal issues that will be occurring during a disaster or major emergency. If needed, a temporary shelter can be erected to help with the influx of animals that will most likely occur during this type of event.

#### Assessor

This department will require two employees to report for duty in order to carry out essential services. The Valencia County Assessor's Office is required to provide parcel record access and will support other County departments, as needed. All other employees will be directed to remain at home until told to report to work.

#### **Board of County Commissioners**

The Valencia County Commission Chair, the County Manager, or their designee is responsible for declaring a disaster if needed. Additionally, they will notify the Director of Emergency Management and will provide overall guidance to the Emergency Operations Center (EOC) during the incident.

#### Clerk

This department will require two employees to report for duty in order to carry out essential services. All other employees will be directed to remain at home until told to report to work.

#### **Community Development**

#### **Code Enforcement**

This department will require all employees to report for duty to assist with damage assessments and situational reports back to the EOC in regards to road closures due to damage or debris.

#### **Planning and Zoning**

The Valencia County Planning and Zoning personnel are not required to provide essential services during a disaster. They will support other County departments, as needed.

#### **Older Americans Program**

The Valencia County Senior Center personnel may be required to provide essential services during a disaster, especially if a shelter activation is needed. They will support other County departments, as needed.

#### **Rural Addressing**

The Valencia County Rural Addressing personnel are not required to provide essential services during a disaster. They will support other County departments, as needed.

#### **Detention Center**

This department will require all employees to report to duty in accordance with their set schedules and can request additional support as needed. The Valencia County Detention Center is responsible for ensuring continued operations of their facility and the transport of inmates to other facilities if needed.

#### **Emergency Management**

This department will require all employees to report to duty as soon as possible after the notification of the event. The Emergency Manager will activate the EOC, as necessary. During the event, they are also responsible for making sure information is being disseminated appropriately. EOC staff will also assist in the allocations of resources to the incident location(s), as requested by the Incident Commander.

#### **Finance**

This department will require the Director (see Manager's Office) and employees, as needed, to report for duty as soon as possible after the notification of the event to carry out essential services.

#### Fire Department

This department will require all employees to report to duty in accordance with their set schedules and can request additional support as needed. Life Safety is the top priority, and the Valencia County Fire Department will continue to provide Fire and EMS services. Available personnel will assist with damage assessments and structural inspections of critical County infrastructure.

#### Human Resources (HR)

This department will require the Director (see Manager's Office) and employees, as needed, to report for duty as soon as possible after the notification of the event to carry out essential services.

#### Information and Technology (IT)

This department will require all employees to report to duty as soon as possible after the notification of the event. The Valencia County IT Department will help to ensure that all essential functions can be performed at the alternate facility and will begin recovery operations to restore essential functions for each department's primary location.

#### Managers Office

The Valencia County Manager's Office is responsible for policy administration and will assist the EOC with resource management, requests, and allocation. In order to carry out these essential functions, the County Manager, the HR Director, the Finance Director, and the Purchasing Agent will be required to report to duty as soon as possible after the notification of the event.

#### **Public Works**

#### **Building Maintenance**

This department will require all employees to report to duty as soon as possible after the notification of the event. The Valencia County Building Maintenance Department manager will be responsible for coordinating the inspection of all County facilities and will utilize Code Enforcement and Fire Department personnel to assist them. The Building Maintenance Department is also responsible for moving equipment and furniture for offices to relocate during an event, as needed.

#### **Environmental**

The Valencia County Environmental Department personnel are not required to provide essential services during a disaster. They will support other County departments, as needed.

#### **Fleet**

This department will require two employees to report for duty in order to carry out essential services. All other employees will be directed to remain at home until told to report to work.

#### Roads

This department will require all employees to report to duty as soon as possible after the notification of the event. The Valencia County Roads Department will be responsible for coordinating debris removal, assisting with the development of a preliminary damage assessment, and all heavy equipment work related to the disaster and the initiation of road repair during a disaster or major emergency.

#### **Solid Waste**

This department will require all employees to respond as needed to assist with debris removal and transportation of debris.

#### **Purchasing**

This department will require the Director (see Manager's Office) and employees, as needed, to report for duty as soon as possible after the notification of the event to carry out essential services.

#### Sheriff's Office

This office will require all employees to report to duty in accordance with their set schedules and can request additional support as needed, continuing patrol duties will remain the top priority. The Valencia County Sheriff's Office will also support the detention facility with transporting inmates to other correctional facilities, as needed. In accordance with legal requirements, the Sheriff's Office will also need to continue its civil and records services (serving court orders, warrants, etc.).

#### Treasurer

This department will require two employees to report for duty in order to carry out essential services. The Valencia County Treasurer's Office will provide authorizations allowing access to all funds needed during a disaster as well as the continuation of receipting of county funds and revenue.

#### **CONCEPT OF OPERATIONS**

This Continuity of Operations Plan (COOP) will be activated upon notification of a disaster in the county that severely impacts the County's ability to continue normal operations, generally at Level 2 or Level 3 of the Emergency Operation Center activation guide (see Appendix A). The Director of Emergency Management will activate the Emergency Operation Center (EOC), which will serve as the central operation point for emergency response. Once the COOP and EOC are activated, the Director of Emergency Management will recommend the formation and assignment of individuals to an Incident Management Team, including Incident Commander, to the County Manager and Commission Chair.

Employees recommended for Incident Commander and/or the Incident Management Team assignments will have the appropriate training and knowledge of the National Incident Management System (NIMS) and the Incident Command System (ICS). Other factors, including availability, will be considered. Each member of the Incident Management Team will be relieved of normal duties and will focus entirely on meeting the incident objectives.

The Commissioner Chair will delegate authority to the Incident Commander to manage the COOP incident. The initial objectives of the Incident Commander and the Incident Management Team during a COOP event are threefold:

- 1) Ensure that the life safety of all County employees, their families, and their citizens are addressed.
- 2) Move County operations to an alternate facility as soon as it is possible to be able to continue essential service operations within the County.
- 3) Recover and restore normal County operations as quickly as possible to bring employees back to work and continue essential daily services for the citizens of Valencia County.

#### Leadership

The Board of County Commissioners will continue to lead Valencia County.

The order of succession will remain the same throughout the duration of the incident.

The Incident Commander will lead the COOP, with overall guidance from the Valencia Board of County Commissioners.

#### Delegations of Authority from Department Heads/Elected Officials

Department Directors/Elected Officials must assure continuity of leadership and operation if they are not available during a COOP emergency by naming at least two successors if their department can accommodate. These successors should be aware of their emergency responsibilities and receive appropriate training, as deemed necessary by individual departments.

#### County Order of Succession for a COOP Event

County authority will be succeeded in the following order:

- Commission Chair
- Commission Vice-Chair
- County Manager
- Human Resources Director

#### Department Order of Succession

#### **Animal Control**

Director → Chief Animal Control Officer → Shelter Supervisor

#### Assessor

Assessor → Deputy Assessor → Office Manager → Chief Appraiser

#### **Board of County Commissioners**

Chair → Vice-Chair → Commissioner

#### Clerk

County Clerk → Chief Deputy Clerk → Bureau of Elections Administrator

#### **Community Development**

Director → Planner → Community Development Administrative Assistant

#### **Detention Center**

Warden → Deputy Warden → Major

#### **Emergency Management**

Director → Fire Chief

#### **Finance**

Director → Procurement → Accountant

#### **Fire Department**

Chief → Deputy Chief → Assistant EMS Chief

#### **Grants Management**

Director

#### **Human Resources (HR)**

Director → HR Administrator

#### Information and Technology (IT)

Director → IT Specialist III → IT Specialist II

#### Manager's Office

Manager → HR Director → County Commission Chair

#### **Public Works**

Director → Roads Foreman → Building Manager

#### **Purchasing**

Purchasing Agent → Assistant Purchasing Agent

#### Sheriff's Office

Sheriff → Undersheriff → Chief Deputy

#### **Treasurer**

Treasurer → Deputy Treasurer → Bookkeeper Administrator

#### Alert, Notification, and Implementation Process

Valencia County Emergency Management Office has created a list of Department Heads/Elected Officials in the AlertSense Alert, which can be used in an emergency to notify all departments should there be an event requiring rapid, mass notification. Department Heads/Elected Officials are responsible for notifying their own staff.

AlertSense is a web-based notification system that enables users to make time-sensitive announcements in a rapid and reliable manner and is maintained by the Office of Emergency Management. The system utilizes telephone lines to make calls with text messages converted to speech. Calls can be generated based upon geographically selected areas, with phone numbers manually entered or pre-loaded phone lists. AlertSense can deliver messages in a variety of formats, including voice call through home phone, a cell phone, or both; by SMS/Text message; and by E-mail. The system also has the capability to track calls showing whether calls were successful or not.

#### **Public Information Officer**

Initially, the County Manager will act as the Public Information Officer (PIO), and other staff, as designated, may be called upon to disseminate information regarding County operations and to keep citizens informed. All messages that are disseminated will be approved by the Incident Commander before they are released.

All Emergency Public Information will supplement on-scene activities. If multiple media outlets are seeking information, the Office of Emergency Management may establish a media briefing center at the Emergency Operation Center (EOC) or a Joint Information Center (JIC) depending on the nature of the hazard and the size and characteristics of the emergency or disaster.

#### **Alternate Facility Operations**

The primary alternate site is at the Los Lunas Transportation Center. This location provides enough space for Valencia County to set up temporary office space and conduct essential services until normal operations can be resumed. The building has a maximum capacity of 100 people.

If the Los Lunas Transportation Center is unavailable, other alternate facilities include, but are not limited to, school gymnasiums or auditoriums, fire departments, and other buildings where there is enough room for some or all of the County departments to relocate and operate. During a COOP emergency, it may be required that Valencia County offices relocate outside of the immediate area in order to find a building that will accommodate the needs, and that has not been damaged. Any facility that is chosen must have working restrooms, power (hard-line and generator), and running water.

#### Vital Files, Records, and Databases

All departments should identify essential records and take actions to protect those records prior to a disaster or emergency operation. Entities must mitigate potential losses by protecting records against fire, earthquake, flood, and terrorist actions on a day-to-day basis. Off-site storage of electronic data has been completed by the Information and Technology Department. Storage and retrieval of essential hardcopy records is the responsibility of the individual department.

Departments should consider preparing a grab-and-go kit. These kits should include everything a department will need to conduct business until connectivity can be restored. The kit should be stored in a location where it can be retrieved in an emergency by any of the department staff. It is recommended not to store the kit in the office since, during a COOP event, access to the kit may be limited. See Appendix C for a recommended list of items.

#### Reconstitution

Departments will begin to return to normal activity as soon as their building is usable. After all departments have moved into their home office space, Valencia County will begin to resume all normal operations. Staff will return to normal schedules as their department resumes normal operations.

#### TEST, TRAINING, AND EXERCISES

Emergency Management will take the lead in facilitating training and exercises related to the COOP. All departments and outside agencies who would be involved in a COOP response will be notified when training and exercises will be conducted, and all departments are required to participate.

#### **COOP PLAN MAINTENANCE**

This plan will be reviewed and updated as needed by the Valencia County Office of Emergency Management.

#### AUTHORITIES AND REFERENCES

#### **Federal**

- 1. The National Security Act of 1947 (50 U.S.C. § 404), July 26, 1947.
- 2. Homeland Security Act of 2002 (6 U.S.C § 101 et seq.), November 25, 2002.
- 3. Executive Order 12472, Assignment of National Security and Emergency Preparedness Telecommunications Functions, April 3, 1984, as amended.
- 4. Executive Order 12656, Assignment of Emergency Preparedness Responsibilities, November 18, 1988, as amended.
- 5. National Security and Homeland Security Presidential Directive (NSHPD) 51/NSHPD 20.
- 6. Presidential Decision Directive 67, Ensuring Constitutional Government and Continuity of Government Operations, October 1998.
- 7. Federal Continuity Directive 1, Federal Executive Branch National Continuity Program and Requirements, February 2008.

#### State

- 1. State Civil Emergency Preparedness Act, Chapter 12-10-1, NMSA 1978
- 2. Emergency Management Act, Chapter 74-4E-1, NMSA 1978.
- 3. The Disaster Relief Act, Chapter 6-7-1, NMSA 1978

#### **APPENDIX A: Emergency Operation Center Activation Levels**

The level of EOC Activation will be determined by the Director of Emergency Management or their designee. There are four levels of EOC activation for the Valencia County EOC.

#### **Level 4: Day to Day Operations:**

Conditions pose no threat to life, property, or the environment.

#### **Level 3: Stand-By / Monitor:**

Activations at this level are typical responses to watches, warnings, and other disaster incidents that do not merit a higher level of activation. Conditions pose a potential threat to life, property, or the environment. Emergency Management members from the appropriate jurisdictions and EOC staff will be contacted, advising that the EOC level of activation has been raised to level 3, and briefed on the current status of the incident. Only key EOC personnel will be activated.

#### **Level 2: Limited Operational or Partial:**

This level represents enhanced activation of the EOC when conditions pose a significant threat to life, property, or the environment, or minor damage is imminent or occurring. Extended working hours, including 24/7, are possible. Supplemental funds may be required. Disaster declaration may be declared. Standard local resources are engaged, and mutual aid, state, or federal agencies are contacted and advised that their assistance may be required. Emergency Management members from the appropriate jurisdictions and EOC staff will be contacted, advising that the EOC level of activation has been raised to level 2, and briefed on the current status of the incident. Key EOC personnel and personnel from responding agencies will be activated.

#### **Level 1: Full Operational:**

This level represents full activation of the EOC when conditions pose an extreme threat to life, property, or the environment, or widespread damage is imminent or is occurring. All primary and second shift EOC staff is present in the EOC as scheduled. Supplemental funds are required. A disaster declaration will be declared. Local resources are fully engaged. Assistance from mutual aid, state, or federal agencies will, almost certainly, be required.

**Note:** When the EOC is activated, the Emergency Management staff will assist all affected jurisdictions as required by the incident.

#### **APPENDIX B: County Infrastructure List**

Facility	Address	City	Latitude and Long
Administration Building	444 Luna Avenue	Los Lunas	34.802235 / -106.733771
Animal Control	1209 Highway 314	Los Lunas	34.794616 / -106.740205
Belen Health Center	317 Becker Avenue	Belen	34.659945 / -106.770951
Belen Senior Center	715-A South Main Street	Belen	34.653999 / -106.779972
Bureau of Elections Warehouse	501 Luna Avenue	Los Lunas	34.802150 / -106.735003
Casa Colorado	1720 Highway 304	Belen	34.568423 / -106.749863
Del Rio Senior Center	351 Rio Communities Blvd.	Belen	34.645947 / -106.732372
Detention Center	436 Courthouse Road	Los Lunas	34.801541 / -106.732860
El Cerro Community Center	309 El Cerro Mission Blvd.	Los Lunas	34.769798 / -106.627406
Fire Administration Building	444 Luna Avenue	Los Lunas	34.802235 / -106.733771
Fire Administration Storage	19622 Highway 314	Belen	34.719983 / -106.757992
Highland Meadows Fire Station	22 San Pedro	Laguna	34.948761 / -107.160856
Jarales Community Center / Jarales Sheriff's Substation	426 Jarales Road	Jarales	34.614135 / -106.763965
Jarales Fire Station	424 Jarales Road	Jarales	34.613903 / -106.764116
Judicial Complex	1835 Highway 314	Los Lunas	34.787265 / -106.740461
Los Chavez Fire Station	02 Bombero Circle	Belen	34.731274 / -106.754901
Manzano Vista Fire Station	311 El Cerro Mission Blvd.	Los Lunas	34.769555 / -106.625911
Meadowlake Fire Station	755 Meadowlake Road	Los Lunas	34.805393 / -106.544724
Meadowlake Senior Center 100 Cuerro Lane		Los Lunas	34.803887 / -106.551444

Facility	Address	City	Latitude and Long
NMSU Extension Office	440 Luna Avenue	Los Lunas	34.801682 / -106.734459
NMSU Extension Office	404 Courthouse Road	Los Lunas	34.801462 / -106.733101
Public Works / Main and Roads	1207 Highway 314	Los Lunas	34.794305 / -106.738628
Public Works Satellite Office	65 Christine Drive	Belen	34.604807 / -106.731605
Sheriff's Office	Office 543 Luna Avenue		34.801971 / -106.734656
Sheriff's Training Facility	444 Luna Avenue	Los Lunas	34.802235 / -106.733771
Tomé Fire Station (Mesa)	680 Manzano Expressway	Tomé	34.775724 / -106.658278
Tomé Fire Station (Valley)	2755 Highway 47	Tomé	34.807813 / -106.701582
Treasurer's Office	asurer's Office 501 Luna Avenue		34.802150 / -106.735003
Valencia/El Cerro Fire Station	160 North El Cerro Loop	Los Lunas	34.791978 / -106.675357
Valencia Facilities Warehouse 1 El Cerro Loop		Los Lunas	34.802390 / -106.708795

#### **APPENDIX C: Grab-and-Go Kit Checklist**

Below is a partial list of recommended items for your Grab-and-Go kit. This list may, and should be, expanded based on your department's needs.

Pens, Pencils, Erasers, Paper Clips.
Copier Paper.
Note Pads.
Forms specific to your department.
Plans and other documents that your department will need.
Deposit slips for any income your department will have.
Hardcopy contact information specific to your department.
Copy of Valencia County Policies and Procedures.
Copy of Continuity of Operations Plan (COOP) for Valencia County Government
Copy of Continuity of Operations Plan (COOP) for your department
The Treasurer's Office should have an emergency bag containing checks, deposit books, and receipt books, along with pens and other essential supplies.
CD's, Flash Drives, Etc, containing data needed for your job!

### VALENCIA COUNTY BOARD OF COMMISSIONRS ACCOUNTS PAYABLE AUTHORIZATION

The attached printouts reflect all accounts payable checks issued by the Manager's Office / Finance Department covering disbursements (excluding payroll related expenses) from: <u>February 22, 2020</u> through <u>March 6, 2020</u>.

<u>Name</u>	From Ck #	<u>To Ck #</u>	Amount
Operating Account	146375	146565	772,151.07
Operating Account (VOIDS)			0.00
Inmate Account	3835	3845	7,809.93
			-0.00
Commissary Account	1122	1124	2,912.20
Commissary Account (VOIDS)			
TOTAL ACCOUNTS PAYABLE:			\$ 782,873.20

All have been reviewed for:

- 1. Appropriate documentation and approvals;
- 2. Authorized budget appropriations;
- 2. 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: Loretta Trujillo, Finance Director

Done this 18th day of March, 2020.

#### **VALENCIA COUNTY BOARD OF COMMISSIONERS**

Jhonathan Aragon, Chair – District V	Gerard Saiz, Vice Chair – District I	
Tom Mraz, Commissioner – District II	David A. Hyder, Commissioner – District III	
	Charles D. Eaton, Commissioner – District IV	
ATTEST:		
Peggy Carabajal, County Clerk		



#### Valencia County, NM

### Check Report By Check Number

Date Range: 02/22/2020 - 03/06/2020

Vendor Number Bank Code: APBNK-AF	Vendor Name PBNK	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1065	13TH JUDICIAL DISTRICT COURT	02/27/2020	Regular	0	62,500.00	146375
5297	ADT SECURITY SERVICES INC	02/27/2020	Regular	0	323.52	
10634	ADVANCED NETWORK MANAGEMENT INC.	02/27/2020	Regular	0	4,052.28	146377
22	ALL MOTOR PARTS & SUPPLY INC.	02/27/2020	Regular	0	1,196.19	
11778	AMAZON.COM SERVICES INC.	02/27/2020	Regular	0	4,924.14	146379
11962	AMERICAN FIRE PROTECTION GROUP INC.	02/27/2020	Regular	0		146380
8198	AMERICAN MEDICAL RESPONSE AMBULANCE		Regular	0	1,126.19	146381
12173	ARMANDO MARTINEZ	02/27/2020	Regular	0	800.00	146382
663	ARTESIA FIRE EQUIPMENT, INC.	02/27/2020	Regular	0	2,575.00	146383
12171	BLUE RAVEN SERVICES, LLC	02/27/2020	Regular	0	525.00	146384
1645	BOB GARRECHT SUPPLY, INC.	02/27/2020	Regular	0		146385
08754	BOSQUE ANIMAL CLINIC	02/27/2020	Regular	0	7,397.50	146386
3636	BOUND TREE MEDICAL, LLC	02/27/2020	Regular	0	1,618.58	146387
5498	BRADY INDUSTRIES OF NM LLC	02/27/2020	Regular	0	1,990.30	146388
10381	CECIL C SANDOVAL DDSCA	02/27/2020	Regular	0	2,191.40	146389
11345	CENTERPOINT ENERGY SERVICES, INC.	02/27/2020	Regular	0	9,528.48	146390
156	CHARLIE'S PAINT AND BODY SHOP	02/27/2020	Regular	0	2,466.62	146391
6710	CNA SURETY	02/27/2020	Regular	0	50.00	146392
5335	COMCAST CABLEVISION	02/27/2020	Regular	0	609.98	146393
143	CRAIG TIRE COMPANY, INC.	02/27/2020	Regular	0	1,454.82	146394
10583	DESIGN SILK SCREEN PRINTERS, LLC	02/27/2020	Regular	0	1,310.00	146395
11640	DUANA M DRASZKIEWICZ	02/27/2020	Regular	0	50.00	146396
11621	DUKE CITY URGENT CARE, LLC	02/27/2020	Regular	0	70.00	146397
08729	EYE ASSOCIATES	02/27/2020	Regular	0	791.00	146398
10276	FIRST CHOICE COMMUNITY HEALTHCARE, INC	· · · · · · · · · · · · · · · · · · ·	Regular	0	368.00	146399
10417	FLYER PRESS LLC	02/27/2020	Regular	0	317.00	146400
2314	GALLS INC.	02/27/2020	Regular	0	39.99	146401
10983	GARY MOORE	02/27/2020	Regular	0	86.30	146402
12	GILBERT GARCIA & SON	02/27/2020	Regular	0	24.70	146403
5719	GRAINGER	02/27/2020	Regular	0	34.92	146404
11947	GRANITE TELECOMMUNICATIONS LLC	02/27/2020	Regular	0	3,099.84	146405
28	HODGES OIL COMPANY, INC.	02/27/2020	Regular	0	15,020.94	146406
10448	Human Services Department/Medical Assistan		Regular	0	217,223.20	146407
10967	JEFF DIERINGER	02/27/2020	Regular	0	45.00	146408
4078	JIFFY LUBE	02/27/2020	Regular	Ö	453.65	146409
5836	JOHN DEERE CREDIT INC.	02/27/2020	Regular	0	15,458.37	146410
11928	KIM OWENS	02/27/2020	Regular	0	275.00	146411
1901	LAUN-DRY SUPPLY COMPANY, INC.	02/27/2020	Regular	0		146412
12155	LEEDS WEST INVESTMENT GROUP IV, LLC	02/27/2020	Regular	0	3,464.55	
09958	LEROY BACA	02/27/2020	Regular	ő	•	146414
10826	LIFE-ASSIST, INC	02/27/2020	Regular	0	370.49	146415
5005	LN CURTIS & SONS CORP	02/27/2020	Regular	ő	4,184.00	146416
10638	LOVELACE HEALTH SYSTEM, INC	02/27/2020	Regular	0	98.30	146417
6118	MARTIN RAY LAUNDRY SYSTEMS INC	02/27/2020	Regular	0	240.04	146418
10604	MICHAEL MCCARTNEY	02/27/2020	Regular	0	50.00	146419
6869	MILLER ENGINEERS INC.	02/27/2020	Regular	0	17,466.26	146420
2977	MOUNTAIN STATES WRECKER SERV.	02/27/2020	Regular	0	766.85	146421
7022		02/27/2020	Regular	0	229.69	
1564	NED'S PIPE & STEEL LLC	02/27/2020	Regular	0	151.40	146422
10179		02/27/2020	Regular	0		146423
5950	NEW MEXICO WATER SERVICE CO	02/27/2020	Regular	0	49.97 108.96	146424
12248	NICHOLAS JOSEPH MYRICK	02/27/2020	Regular	0		146425
4379	NOBLIN FUNERAL SERVICE, INC.	02/27/2020	Regular	0	800.00	146426
2663	OFFICE OF SECRETARY OF STATE	02/27/2020	-	0	1,200.00	146427
10923	OMEGA ELECTRICAL CONTRACTORS INCORPOL		Regular		20.00	146428
09520			Regular	0	5,371.87	146429
10438	ORTEGA AND SONS PROPANE SERVICE LLC	02/27/2020	Regular	0	802.12	146430
10430	PACIFIC OFFICE AUTOMATION	02/27/2020	Regular	0	1,553.15	146431

5883	PATTERSON VETERINARY SUPPLY INC	02/27/2020	Regular	0	246.00	146422
5605	PAVEMENT SEALANTS AND SUPPLY	02/27/2020	Regular	0	346.00	146432
10850	PLATEAU TELECOMMUNICATIONS INCORPORA	1. 1.	Regular	0	625.52	146433
8129	PORTABLE MICROGRAPHICS	02/27/2020	Regular	0	215.04	146434
11696	PRESBYTERIAN HEALTHCARE SERVICES	02/27/2020	Regular	0	415.48	146435
1268	PRESBYTERIAN HOSPITAL	02/27/2020	Regular	0	1,376.02	146436
3952	PROPERTY TAX DIV/APPRAIASAL BUR	02/27/2020	Regular	0	122.00	146437
1558	RAKS BUILDING SUPPLY, INC.	02/27/2020	Regular	0	285.00	146438
5572	RANDY VAN OTTEN, CDBA	02/27/2020	Regular	0	474.89	146439
11522	RESTAURANT MAN LLC	02/27/2020	Regular	0	6,525.00	146440
10023	RICHARD ROMERO	02/27/2020	Regular	0	1,630.13	146441
11798	RNBS INC	02/27/2020	Regular	0	1,200.00	146442
10395	ROBERTS TRUCK CENTER OF NEW MEXICO LLC		Regular		1,942.00	146443
4901	RODNEY PHILLIPS	02/27/2020		0	1,304.17	146444
10783			Regular	0	1,606.33	146445
296	RUSH TRUCK CENTERS OF NEW MEXICO, INC.	02/27/2020	Regular	0	1,867.09	146446
10652	SAN BAR CONSTRUCTION CORP.	02/27/2020	Regular	0	569.80	146447
	SEARS HOMETOWN AND OUTLET STORES, INC		Regular	0	200.00	146448
3291 6760	SHAMROCK FOODS COMPANY INC	02/27/2020	Regular	0	5,054.00	146449
	STAPLES BUSINESS ADVANTAGE	02/27/2020	Regular	0	2,831.18	146450
11292	STEVE E ETHRIDGE	02/27/2020	Regular	0	803.70	146451
12200	SUN RANCH PET HOSPITAL	02/27/2020	Regular	0	2,910.00	146452
10597	SUSAN D MORAN	02/27/2020	Regular	0	50.00	146453
12226	TEAM WENDY LLC	02/27/2020	Regular	0	9,251.67	146454
6477	THE REINALT-THOMAS CORPORATION	02/27/2020	Regular	0	846.00	146455
10444	TOWN OF TOME LAND GRANT	02/27/2020	Regular	0	250.00	146456
11754	TRULY NOLEN OF AMERICA, INC.	02/27/2020	Regular	0	485.46	146457
11890	TSI INCOROPRATED	02/27/2020	Regular	0	2,795.00	146458
11824	UNM HOSPITAL	02/27/2020	Regular	0	1,132.92	146459
10786	UNM MEDICAL GROUP, INC.	02/27/2020	Regular	0	73.24	146460
4695	VERIZON SELECT SERVICES INC	02/27/2020	Regular	0	9,304.80	146461
11508	VICTOR CHAVEZ	02/27/2020	Regular	0	32.00	146462
97	VILLAGE OF LOS LUNAS	02/27/2020	Regular	0	6,056.14	146463
418	WATER KING SOUTHWEST INC.	02/27/2020	Regular	0	20.25	146464
7593	WRIGHT EXPRESS FLEET SERVICES	02/27/2020	Regular	0	3,896.28	146465
7593 84	XEROX CORPORATION	02/27/2020	Regular Regular	o o	3,896.28 907.32	
84	XEROX CORPORATION	02/27/2020	Regular	0	-	
7371	XEROX CORPORATION  AC DISPOSAL	02/27/2020 03/05/2020	Regular	0	907.32	
84 7371 472	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC	02/27/2020 03/05/2020 03/05/2020	Regular Regular Regular	o o o	907.32 <b>470,877.33</b>	146466
84 7371 472 10634	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC.	02/27/2020 03/05/2020 03/05/2020 03/05/2020	Regular Regular Regular Regular	0 0	907.32 <b>470,877.33</b> 1,440.00	146466 146486
84 7371 472 10634 7272	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC	02/27/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020	Regular Regular Regular Regular Regular	0 0 0	907.32 <b>470,877.33</b> 1,440.00 8,090.02	146466 146486 146487 146488 146489
84 7371 472 10634 7272 943	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES	02/27/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020	Regular Regular Regular Regular Regular Regular	0 0	907.32 <b>470,877.33</b> 1,440.00 8,090.02 4,210.05 2,085.28 542.69	146486 146487 146488 146489 146490
84 7371 472 10634 7272 943 11652	XEROX CORPORATION  AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC.	02/27/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020	Regular Regular Regular Regular Regular Regular Regular Regular	0 0 0 0 0	907.32 <b>470,877.33</b> 1,440.00 8,090.02 4,210.05 2,085.28	146466 146486 146487 146488 146489
84 7371 472 10634 7272 943 11652 12173	XEROX CORPORATION  AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ	02/27/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020	Regular Regular Regular Regular Regular Regular	0 0 0	907.32 <b>470,877.33</b> 1,440.00 8,090.02 4,210.05 2,085.28 542.69	146486 146487 146488 146489 146490
7371 472 10634 7272 943 11652 12173 12199	XEROX CORPORATION  AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD	02/27/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020	Regular	0 0 0 0 0	907.32 <b>470,877.33</b> 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34	146486 146486 146487 146488 146489 146490
84  7371  472 10634  7272 943 11652 12173 12199 11807	XEROX CORPORATION  AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ	02/27/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020	Regular Regular Regular Regular Regular Regular Regular Regular Regular	0 0 0 0 0 0	907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00	146486 146487 146488 146489 146490 146491 146492
84  7371  472  10634  7272  943  11652  12173  12199  11807  133	XEROX CORPORATION  AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD	02/27/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020	Regular	0 0 0 0 0 0	907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00	146486 146487 146488 146489 146490 146491 146492 146493
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC	02/27/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020	Regular	0 0 0 0 0 0	907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00	146486 146487 146488 146489 146490 146491 146492 146493 146494
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS	02/27/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020	Regular	0 0 0 0 0 0 0	907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00	146486 146487 146488 146489 146490 146491 146492 146493 146494 146495
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344  08754	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC	02/27/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00	146486 146487 146488 146489 146490 146491 146492 146493 146494 146495 146496
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET	02/27/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11	146486 146487 146488 146489 146490 146491 146492 146493 146494 146495 146496
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344  08754	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC	02/27/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38	146466 146486 146487 146488 146490 146491 146492 146493 146494 146495 146496 146497 146498
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344  08754  5498  10504  7476	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC BRADY INDUSTRIES OF NM LLC	02/27/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38 286.20	146466 146486 146487 146488 146490 146491 146492 146493 146494 146495 146496 146497 146498 146499
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344  08754  5498  10504	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC BRADY INDUSTRIES OF NM LLC BRENDA FRASIER	02/27/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38 286.20 100.00	146466 146486 146487 146488 146490 146491 146492 146493 146494 146495 146496 146497 146498 146499 146500
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344  08754  5498  10504  7476	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC BRADY INDUSTRIES OF NM LLC BRENDA FRASIER BRUCKNER TRUCK SALES INC	02/27/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020 03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38 286.20 100.00 589.55	146466 146486 146487 146488 146490 146491 146492 146493 146494 146495 146497 146498 146499 146500 146501
84  7371  472 10634 7272 943 11652 12173 12199 11807 133 09006 1344 08754 5498 10504 7476 10393	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC BRADY INDUSTRIES OF NM LLC BRENDA FRASIER BRUCKNER TRUCK SALES INC CHARLES RICHARDS	02/27/2020 03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38 286.20 100.00 589.55 173.80	146466 146486 146487 146488 146490 146491 146492 146493 146494 146495 146497 146498 146499 146500 146501 146502
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344  08754  5498  10504  7476  10393  156	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC BRADY INDUSTRIES OF NM LLC BRENDA FRASIER BRUCKNER TRUCK SALES INC CHARLES RICHARDS CHARLIE'S PAINT AND BODY SHOP	02/27/2020 03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38 286.20 100.00 589.55 173.80 2,500.00	146466 146486 146487 146488 146490 146491 146492 146493 146494 146495 146496 146497 146498 146499 146500 146501 146502 146503
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344  08754  5498  10504  7476  10393  156  113  113	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC BRADY INDUSTRIES OF NM LLC BRENDA FRASIER BRUCKNER TRUCK SALES INC CHARLES RICHARDS CHARLIE'S PAINT AND BODY SHOP CITY OF BELEN	02/27/2020 03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38 286.20 100.00 589.55 173.80 2,500.00 686.24	146466 146486 146487 146488 146499 146491 146492 146493 146494 146495 146496 146497 146498 146499 146500 146501 146502 146503 146504
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344  08754  5498  10504  7476  10393  156  113  113  11306  10329	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC BRADY INDUSTRIES OF NM LLC BRENDA FRASIER BRUCKNER TRUCK SALES INC CHARLES RICHARDS CHARLIE'S PAINT AND BODY SHOP CITY OF BELEN	02/27/2020  03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38 286.20 100.00 589.55 173.80 2,500.00 686.24 125.00	146466 146486 146487 146488 146499 146491 146492 146493 146494 146495 146496 146497 146498 146499 146500 146501 146502 146503 146504
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344  08754  5498  10504  7476  10393  156  113  113	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC BRADY INDUSTRIES OF NM LLC BRENDA FRASIER BRUCKNER TRUCK SALES INC CHARLES RICHARDS CHARLIE'S PAINT AND BODY SHOP CITY OF BELEN CODE 3 SERVICE LLC	02/27/2020  03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38 286.20 100.00 589.55 173.80 2,500.00 686.24 125.00 2,804.75	146466 146486 146487 146488 146490 146491 146492 146493 146494 146495 146496 146497 146498 146499 146500 146501 146502 146503 146504 146505 146506
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344  08754  5498  10504  7476  10393  156  113  113  11306  10329	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC BRADY INDUSTRIES OF NM LLC BRENDA FRASIER BRUCKNER TRUCK SALES INC CHARLES RICHARDS CHARLIE'S PAINT AND BODY SHOP CITY OF BELEN CODE 3 SERVICE LLC COUNTY OF SANDOVAL	02/27/2020  03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38 286.20 100.00 589.55 173.80 2,500.00 686.24 125.00 2,804.75 24,225.00	146466 146486 146487 146488 146490 146491 146492 146493 146494 146495 146496 146497 146498 146500 146501 146502 146503 146504 146505 146506 146507
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344  08754  5498  10504  7476  10393  156  113  113  11306  10329  09540  2462  12268	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC BRADY INDUSTRIES OF NM LLC BRENDA FRASIER BRUCKNER TRUCK SALES INC CHARLES RICHARDS CHARLIE'S PAINT AND BODY SHOP CITY OF BELEN CODE 3 SERVICE LLC COUNTY OF SANDOVAL DUANE J DENNING	02/27/2020  03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38 286.20 100.00 589.55 173.80 2,500.00 686.24 125.00 2,804.75 24,225.00 350.00	146466 146486 146487 146488 146499 146491 146492 146493 146495 146496 146497 146498 146499 146500 146501 146502 146503 146504 146505 146506 146507 146508
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344  08754  5498  10504  7476  10393  156  113  113  11306  10329  09540  2462  12268  10417	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC BRADY INDUSTRIES OF NM LLC BRENDA FRASIER BRUCKNER TRUCK SALES INC CHARLES RICHARDS CHARLIE'S PAINT AND BODY SHOP CITY OF BELEN CODE 3 SERVICE LLC COUNTY OF SANDOVAL DUANE J DENNING EMS BUREAU	02/27/2020  03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38 286.20 100.00 589.55 173.80 2,500.00 686.24 125.00 2,804.75 24,225.00 350.00 210.00 239.35	146466  146487 146488 146489 146490 146491 146492 146493 146495 146496 146497 146500 146501 146502 146503 146504 146505 146506 146507 146508
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344  08754  5498  10504  7476  10393  156  113  113  11306  10329  09540  2462  12268  10417  10983	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC BRADY INDUSTRIES OF NM LLC BRENDA FRASIER BRUCKNER TRUCK SALES INC CHARLES RICHARDS CHARLIE'S PAINT AND BODY SHOP CITY OF BELEN CODE 3 SERVICE LLC COUNTY OF SANDOVAL DUANE J DENNING EMS BUREAU ERIC WINTERTON DDS, LLC.	02/27/2020  03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38 286.20 100.00 589.55 173.80 2,500.00 686.24 125.00 2,804.75 24,225.00 350.00 210.00 239.35	146466  146487 146488 146489 146490 146491 146492 146493 146495 146496 146497 146500 146501 146502 146503 146504 146505 146506 146507 146508 146509 146510
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344  08754  5498  10504  7476  10393  156  113  113  11306  10329  09540  2462  12268  10417	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC BRADY INDUSTRIES OF NM LLC BRENDA FRASIER BRUCKNER TRUCK SALES INC CHARLES RICHARDS CHARLIE'S PAINT AND BODY SHOP CITY OF BELEN CODE 3 SERVICE LLC COUNTY OF SANDOVAL DUANE J DENNING EMS BUREAU ERIC WINTERTON DDS, LLC. FLYER PRESS LLC	02/27/2020  03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38 286.20 100.00 589.55 173.80 2,500.00 686.24 125.00 2,804.75 24,225.00 350.00 210.00 239.35 4,617.71	146466  146487 146488 146489 146490 146491 146493 146494 146495 146496 146497 146500 146501 146502 146503 146504 146505 146506 146507 146508 146509 146510 146511
7371 472 10634 7272 943 11652 12173 12199 11807 133 09006 1344 08754 5498 10504 7476 10393 156 113 113 11306 10329 09540 2462 12268 10417 10983 12 5719	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC BRADY INDUSTRIES OF NM LLC BRENDA FRASIER BRUCKNER TRUCK SALES INC CHARLES RICHARDS CHARLIE'S PAINT AND BODY SHOP CITY OF BELEN CODE 3 SERVICE LLC COUNTY OF SANDOVAL DUANE J DENNING EMS BUREAU ERIC WINTERTON DDS, LLC. FLYER PRESS LLC GARY MOORE	02/27/2020  03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38 286.20 100.00 589.55 173.80 2,500.00 686.24 125.00 2,804.75 24,225.00 350.00 210.00 239.35 4,617.71 172.60	146466  146487 146488 146489 146490 146491 146492 146493 146495 146496 146497 146500 146501 146502 146503 146504 146505 146506 146507 146508 146509 146510 146511 146512
84  7371  472  10634  7272  943  11652  12173  12199  11807  133  09006  1344  08754  5498  10504  7476  10393  156  113  113  11306  10329  09540  2462  12268  10417  10983  12	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC BRADY INDUSTRIES OF NM LLC BRENDA FRASIER BRUCKNER TRUCK SALES INC CHARLES RICHARDS CHARLIE'S PAINT AND BODY SHOP CITY OF BELEN CODE 3 SERVICE LLC COUNTY OF SANDOVAL DUANE J DENNING EMS BUREAU ERIC WINTERTON DDS, LLC. FLYER PRESS LLC GARY MOORE GILBERT GARCIA & SON	02/27/2020  03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38 286.20 100.00 589.55 173.80 2,500.00 686.24 125.00 2,804.75 24,225.00 350.00 210.00 239.35 4,617.71 172.60 22.00	146466  146486 146487 146488 146489 146490 146491 146492 146493 146494 146495 146496 146500 146501 146502 146503 146504 146505 146506 146507 146508 146509 146510 146511 146512
7371 472 10634 7272 943 11652 12173 12199 11807 133 09006 1344 08754 5498 10504 7476 10393 156 113 113 11306 10329 09540 2462 12268 10417 10983 12 5719	AC DISPOSAL ADVANCED COMM & ELECTRONICS, INC ADVANCED NETWORK MANAGEMENT INC. AMERICAN FIRE & SAFETY, LLC AMERI-PRIDE LINEN SERVICES AQUILA, INC. ARMANDO MARTINEZ ARROW ANIMAL HOSPITAL LTD ARROWHEAD SCIENTIFIC, INC BELEN CONSOLIDATED SCHOOLS BELLA VIDA HEALTHCARE CLINIC BERNALILLO COUNTY JUVENILE DET BOSQUE ANIMAL CLINIC BRADY INDUSTRIES OF NM LLC BRENDA FRASIER BRUCKNER TRUCK SALES INC CHARLES RICHARDS CHARLIE'S PAINT AND BODY SHOP CITY OF BELEN CODE 3 SERVICE LLC COUNTY OF SANDOVAL DUANE J DENNING EMS BUREAU ERIC WINTERTON DDS, LLC. FLYER PRESS LLC GARY MOORE GILBERT GARCIA & SON GRAINGER	02/27/2020  03/05/2020	Regular		907.32 470,877.33 1,440.00 8,090.02 4,210.05 2,085.28 542.69 6,233.34 800.00 5,470.00 45.25 375.00 240.00 35,488.11 1,693.38 286.20 100.00 589.55 173.80 2,500.00 686.24 125.00 2,804.75 24,225.00 350.00 210.00 239.35 4,617.71 172.60 22.00 102.79	146466  146487 146488 146489 146490 146491 146493 146494 146495 146499 146500 146501 146502 146503 146504 146505 146506 146507 146508 146509 146511 146512 146513 146514

63	288	JENNIFER J. YORK/GEORGE YORK	03/05/2020	Regular	0	920.66	146517
	840	J-MAR & ASSOCIATES	03/05/2020	Regular	0	968.24	146518
12	2020	JONATHAN GUY APPELMAN	03/05/2020	Regular	0	140.24	146519
65	550	KENNETH TRUJILLO/RICHARD TABET	03/05/2020	Regular	0	14,464.77	146520
12	2012	KNO2 LLC	03/05/2020	Regular	0	3.49	146521
12	2155	LEEDS WEST INVESTMENT GROUP IV, LLC	03/05/2020	Regular	0	871.51	146522
50	005	LN CURTIS & SONS CORP	03/05/2020	Regular	0	8,385.00	146523
08	3606	LOS LUNAS SCHOOLS	03/05/2020	Regular	0	1,875.00	146524
12	2208	MALOY MOBILE STORAGE INC.	03/05/2020	Regular	0	19,128.00	146525
10	0957	MARIA GARCIA	03/05/2020	Regular	0	60.54	146526
59	944	MASS PERFECTION, INC.	03/05/2020	Regular	0	458.20	146527
11	1822	MCLL INC	03/05/2020	Regular	0	747.70	146528
46	50	MCT INDUSTRIES, INC.	03/05/2020	Regular	0	17.57	146529
08	3017	Medpro Waste Disposal LLC	03/05/2020	Regular	0	665.64	146530
70	)22	NAPA AUTO PARTS	03/05/2020	Regular	0	912.95	146531
13	339	NATIONAL ASSOCIATION OF COUNTIES	03/05/2020	Regular	0	1,950.00	146532
10	342	NATIONAL ROOFING CO. INC	03/05/2020	Regular	0	84,885.64	146533
09	9616	NATIONAL SHERIFF'S ASSOCIATION	03/05/2020	Regular	0	75.00	146534
43	323	NM GANG TASK FORCE CONFERENCE	03/05/2020	Regular	0	300.00	146535
26	563	OFFICE OF SECRETARY OF STATE	03/05/2020	Regular	0	40.00	146536
09	9520	ORTEGA AND SONS PROPANE SERVICE LLC	03/05/2020	Regular	0	639.76	146537
10	0438	PACIFIC OFFICE AUTOMATION	03/05/2020	Regular	0	273.32	146538
09	9005	PACIFIC OFFICE AUTOMATION	03/05/2020	Regular	0	379.12	146539
10	916	PENGUIN MANAGEMENT INC	03/05/2020	Regular	0	2,508.00	146540
11	1655	PINNACLE TECHNOLOGIES INC.	03/05/2020	Regular	0	882.15	146541
30	)2	R & R GLASS OF BELEN	03/05/2020	Regular	0	60.00	146542
15	558	RAKS BUILDING SUPPLY, INC.	03/05/2020	Regular	0	396.74	146543
55	572	RANDY VAN OTTEN, CDBA	03/05/2020	Regular	0	4,411.03	146544
11	.249	REAL LOCKSMITHING LLC	03/05/2020	Regular	0	194.98	146545
11	.522	RESTAURANT MAN LLC	03/05/2020	Regular	0	1,956.15	146546
12	174	ROBERT BACA	03/05/2020	Regular	0	6,600.00	146547
49	001	RODNEY PHILLIPS	03/05/2020	Regular	0	393.95	146548
10	783	RUSH TRUCK CENTERS OF NEW MEXICO, INC.	03/05/2020	Regular	0	1,887.89	146549
67	43	SANDIA OFFICE SUPPLY	03/05/2020	Regular	0	18.52	146550
08	3143	SATELLITE TRACKING OF PEOPLE LLC	03/05/2020	Regular	0	52.50	146551
77	'6	SCHWAAB, INC.	03/05/2020	Regular	0	209.07	146552
32	91	SHAMROCK FOODS COMPANY INC	03/05/2020	Regular	0	2,360.76	146553
66	21	SOCORRO ELECTRIC COOPERATIVE INC	03/05/2020	Regular	0	46.75	146554
67	'60	STAPLES BUSINESS ADVANTAGE	03/05/2020	Regular	0	1,928.61	146555
08	023	THE HON COMPANY	03/05/2020	Regular	0	362.70	146556
56	04	THYSSENKRUPP ELEVATOR	03/05/2020	Regular	0	4,004.81	146557
78	48	TYLER TECHNOLOGIES	03/05/2020	Regular	0	275.00	146558
12	202	VALENCIA ANIMAL CLINIC INC.	03/05/2020	Regular	0	2,357.55	146559
46	95	VERIZON SELECT SERVICES INC	03/05/2020	Regular	0	3,019.25	146560
41	8	WATER KING SOUTHWEST INC.	03/05/2020	Regular	0	24.30	146561
11	940	WRIGHT CHOICE PRINT SHOP	03/05/2020	Regular	0	1,276.00	146562
75	93	WRIGHT EXPRESS FLEET SERVICES	03/05/2020	Regular	0	3,181.57	146563
84		XEROX CORPORATION	03/05/2020	Regular	0	577.00	146564
					-	281,273.74	
09	285	US POSTAL SERVICE	03/06/2020	Regular	0	20,000.00	146565

#### **Bank Code APBNK Summary**

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	376	172	0	772,151.07
Manual Checks	0	0	0	-
Voided Checks	0	0	0	-
Bank Drafts	0	0	0	-
EFT's	0	0	0	-
	376	172	0	772,151.07



#### Valencia County, NM

#### **Check Report**

By Check Number

Date Range: 02/22/2020 - 03/06/2020

	Vendor Number	Vendor Name	<b>Payment Date</b>	Payment Type	Discount Amount	<b>Payment Amount</b>	Number
Bank Code: INMATE ACCOUNT-INMATE ACCOUNT							
	08300	ANTHONY SANCHEZ	02/27/2020	Regular	0.00	39.42	3835
	12249	JOSHUA MEDINA	02/27/2020	Regular	0.00	63.24	3836
	12250	JOSHUA RIVES	02/27/2020	Regular	0.00	20.83	3837
	12251	SAVANNAH HOUSTON	02/27/2020	Regular	0.00	170.79	3838
	08349	TRINITY SERVICES GROUP, INC	02/27/2020	Regular	0.00	3,306.68	3839
	12257	GILBERT DURAN	03/05/2020	Regular	0.00	275.72	3840
	12256	JASON BLYTHE	03/05/2020	Regular	0.00	25.13	3841
	12259	MARIO RUDOLFO	03/05/2020	Regular	0.00	272.58	3842
	12258	ROCCI LORTZ	03/05/2020	Regular	0.00	184.22	3843
	12260	TERRIANNE SCAZZERO	03/05/2020	Regular	0.00	67.04	3844
	08349	TRINITY SERVICES GROUP, INC	03/05/2020	Regular	0.00	3,384.28	3845

#### Bank Code INMATE ACCOUNT Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	11	11	0.00	7,809.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
-	11	11	0.00	7 809 93



#### Valencia County, NM

**Check Report** 

By Check Number

Date Range: 02/22/2020 - 03/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	<b>Payment Amount</b>	Number
Bank Code: JAIL COMM	IISSARY-JAIL COMMISSARY FOR A.D.					
7684	CHARM-TEX	02/27/2020	Regular	0.00	2,702.40	1122
7684	CHARM-TEX	03/05/2020	Regular	0.00	209.80	1123

#### Bank Code JAIL COMMISSARY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	2,912.20
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
-	2	2	0.00	2.912.20

# VALENCIA COUNTY BOARD OF COMMISSIONRS PAYROLL AUTHORIZATION

The attached printouts reflect all PAYROLL RELATED PAYMENTS issued by the Finance Department relating to WAGES EARNED for the pay period: <u>February 8, 2020 through February 21, 2020.</u>
WAGES PAID ON: <u>February 28, 2020</u>
PAYROLL LIABILITIES PAID ON: <u>March 03, 2020</u>

<u>Name</u>	From Ck #	<u>To Ck #</u>	Amount
Payroll Checks	104887	104908	18,993.52
Direct Deposit ACH's	71147	71389	289,020.54
Voided Checks	0	0	-
Payroll Corrections	104909	104910	367. 79
Nominal Fees	0	0	0.00
Payroll Liabilities-EFT	31		2,956.84
Payroll Liabilities-Checks	146467	146485	157,800.60
Payroll Liabilities-Drafts	1253	1257	91,120.65
TOTAL PAYROLL:			\$ 560,259.94

### All have been reviewed for:

- 1. Appropriate documentation and approvals;
- 2. Authorized budget appropriations;
- 2. 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.

Done this 18th day of March, 2020.

### **VALENCIA COUNTY BOARD OF COMMISSIONERS**

Jhonathan Aragon, Chair – District V	Gerard Saiz, Vice Chair – District I
Tom Mraz, Commissioner – District II	David A. Hyder, Commissioner – District III
	Charles D. Eaton, Commissioner – District IV
ATTEST:	
Peggy Carabajal, County Clerk	



Packet: PYPKT02151 - 2024 PD 2 28 20 Payroll Set: Valencia County Payroll - 01

Employee	Employee #	Check Type	Date	Amount	Number
Artiaga, Isaac P	4836	Regular	02/28/2020	1,011.28	104887
Galindo, Carlos A	<u>4843</u>	Regular	02/28/2020	947.14	104888
Gonzales, Virginia Patricia	<u>4407</u>	Regular	02/28/2020	953.90	104889
Guerrero, Daniel Israel	4424	Regular	02/28/2020	894.95	104890
Gutierrez, Randy C	3309	Regular	02/28/2020	2,008.98	104891
Lozoya, Victor	<u>4654</u>	Regular	02/28/2020	1,161.70	104892
Rivera, Jessie R	<u>4706</u>	Regular	02/28/2020	960.88	104893
Rubi, Nichole Marie	4398	Regular	02/28/2020	1,186.27	104894
Rael, Ernest Jacob	4391	Regular	02/28/2020	1,049.49	104895
Wallace, Sarah A	4798	Regular	02/28/2020	901.30	104896
Vargas Fleming, Jerrett Javid	3446	Regular	02/28/2020	1,305.69	104897
Garland, Michelle Renee	<u>4501</u>	Regular	02/28/2020	1,081.54	104898
Garcia, Moyses	<u>4774</u>	Regular	02/28/2020	318.29	104899
Monell, Lourdes A	3444	Regular	02/28/2020	589.97	104900
Serna, Lorenzo P	<u>4736</u>	Regular	02/28/2020	522.30	104901
Smith, Emile	3670	Regular	02/28/2020	512.13	104902
Tafoya, Kathryn A	<u>4273</u>	Regular	02/28/2020	303.99	104903
Goldberg, Jamie	<u>4326</u>	Regular	02/28/2020	229.77	104904
Otero, Patrick	2465	Regular	02/28/2020	1,017.84	104905
Reyes , Roberto	<u>4849</u>	Regular	02/28/2020	642.06	104906
Sandoval, Leo L	<u>4745</u>	Regular	02/28/2020	699.91	104907
Sandoval, Ruben J	3684	Regular	02/28/2020	694.14	104908



Valencia County, NM

Packet: PYPKT02151 - 2024 PD 2 28 20 Payroll Set: Valencia County Payroll - 01

Туре	Count	Amount
Regular Checks	22	18,993.52
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	260	289,020.54
Total	282	308,014.06

# Payroll Check Register Report Summary

**Payroll Check Register** 

Pay Period: 2/8/2020-2/21/2020

Checks

Pay Period: 2/8/2020-2/21/2020



### Valencia County, NM

# Payroll Check Register Direct Deposits

Pay Period: 2/8/2020-2/21/2020

Packet: PYPKT02151 - 2024 PD 2 28 20 Payroll Set: Valencia County Payroll - 01

Employee	Formulario #	D.A.		
Employee	Employee #	Date	Amount	Number
Alfero, Andrew A	<u>3793</u>	02/28/2020	1,157.60	71147
Aragon, Fernando J	<u>4075</u>	02/28/2020	999.83	71148
Armijo, Anthony R	<u>4640</u>	02/28/2020	884.52	71149
Authement, Dane James	4413	02/28/2020	1,373.61	71150
Baca Jr. , Bennie M	<u>4789</u>	02/28/2020	936.42	71151
Baca, Rebecca A	<u>4752</u>	02/28/2020	1,057.00	71152
Baeza Lozano Jr. , Ramon	<u>4771</u>	02/28/2020	1,034.59	71153
Barela, Joe R	<u>3297</u>	02/28/2020	500.00	71154
Barela, Joe R	<u>3297</u>	02/28/2020	513.48	71154
Barreras, Victoria B	<u>3961</u>	02/28/2020	1,290.08	71155
Beltran-Delgado, Luis A	<u>4793</u>	02/28/2020	1,044.89	71156
Benavidez , Julie A	<u>4666</u>	02/28/2020	1,046.45	71157
Borunda , Alexandria M	<u>4625</u>	02/28/2020	1,009.29	71158
Castillo, Matthew R	<u>4661</u>	02/28/2020	940.01	71159
Chavez, Joseph S	<u>4792</u>	02/28/2020	999.22	71160
Cole , Marinda M	<u>4319</u>	02/28/2020	1,545.16	71161
Crespin, Jordan J	<u>4123</u>	02/28/2020	1,441.58	71162
DeAnda, Delilah E	<u>4125</u>	02/28/2020	916.86	71163
Duran, Derek D	<u>4751</u>	02/28/2020	908.76	71164
Duran, Ricardo R	<u>4477</u>	02/28/2020	1,221.79	71165
Espinoza, Gerald B	<u>3705</u>	02/28/2020	1,487.04	71166
Gallegos, Estevan E	<u>4787</u>	02/28/2020	1,058.42	71167
Garcia, Jonathan P	3570	02/28/2020	1,583.12	71168
Garley, Derrick P	3910	02/28/2020	1,724.15	71169
Gonzales, Melvin P	4189	02/28/2020	1,073.92	71170
Gutierrez, Cristian J	4852	02/28/2020	944.37	71171
Guzman, Isaac M	4772	02/28/2020	1,050.51	71172
Henson, Jerry L	3955	02/28/2020	1,255.04	71173
Heredia, Jesus	3041	02/28/2020	1,789.63	71174
Hernandez , Jessica L	4786	02/28/2020	930.09	71175
Holguin, Armando Ynostroza	4388	02/28/2020	1,067.49	71176
Jaramillo , Dominic	4199	02/28/2020	1,147.95	71177
Lopez, Susan	4478	02/28/2020	967.13	71178
Maestas, Brianna J	<u>4720</u>	02/28/2020	915.34	71179
Manley, James N	<u>4842</u>	02/28/2020	1,095.31	71180
Marquez, Brittany	3201	02/28/2020	1,845.31	71181
Marquez, Dorothy D	3704	02/28/2020	1,097.27	71182
Montoya, Jacqueline	4190	02/28/2020	1,344.09	71183
Nanez, Benjamin	4837	02/28/2020	1,006.83	71184
Navarro, Marisol N	4658	02/28/2020	1,034.27	71185
Nevarez, Andres A	3073	02/28/2020	1,134.93	71186
Nunez, Geovanie	3867	02/28/2020	1,512.18	71187
Olguin, Jeremy R	4716	02/28/2020	1,326.41	71188
Ortiz, Janai E	4379	02/28/2020	930.66	71189
Otero, Anthony M	4344	02/28/2020	1,256.27	71190
Perea, Jesse A	4620	02/28/2020	1,105.82	71191
Ramirez, Ahbran	4841	02/28/2020	839.61	71192
Reyes, Lidia M	4840	02/28/2020	75.00	71193
Reyes, Lidia M	4840	02/28/2020	758.81	71193
Romero, Felicia M	<del>3957</del>	02/28/2020	1,121.83	71194
Saenz , Yasmin L	4617	02/28/2020	1,074.49	71195
-	10,27	,,	-,-,-,	,

Employee	Employee #	Date	Amount	Number
Sais , Rudy J	4334	02/28/2020	<b>Amount</b> 1,581.57	Number 71196
Saiz, Krystal M	4850	02/28/2020	909.88	71197
Sanchez , Ramona D	3638	02/28/2020	1,100.39	71198
Shoemake Martinez, Jordan M	4494	02/28/2020	870.78	71199
Shoemake Martinez, Jordan M	4494	02/28/2020	7.91	71199
Telles, Mike A	2897	02/28/2020	1,214.04	71200
Tena Jr, Felipe	3161	02/28/2020	1,498.36	71201
Thompson, Nicholas PB	4788	02/28/2020	1,033.48	71202
Trujillo, Daniel M	2890	02/28/2020	1,425.97	71203
Vaisa, Zechariah E	3865	02/28/2020	1,572.96	71204
Valladarez, Jonathan L	4641	02/28/2020	984.74	71205
Bunker, Janette Evon	4496	02/28/2020	611.33	71206
Egan, Ricardo L	4203	02/28/2020	1,065.44	71207
Ferguson, Donald E	4747	02/28/2020	640.04	71208
Griego, Jared T	4392	02/28/2020	892.85	71209
Hockman, Christopher B	3915	02/28/2020	838.14	71210
Hughes, Sammee N	4475	02/28/2020	748.91	71211
Martinez, Alejandro	4503	02/28/2020	797.81	71212
Mugan, Patricia E	3489	02/28/2020	1,024.14	71213
Otero, Gregory R	4804	02/28/2020	586.11	71214
Perea, Jesse M	<u>4621</u>	02/28/2020	653.94	71215
Saiz, Derrick S	3741	02/28/2020	1,194.97	71216
Serna-Bernard, Louisa E	<u>4452</u>	02/28/2020	761.10	71217
Tharaldsen, Patricia Ann	<u>4393</u>	02/28/2020	810.23	71218
Valadez, Anthony R	4709	02/28/2020	681.75	71219
Weston, Jess C	<u>4495</u>	02/28/2020	1,953.58	71220
Cordova, Frankie R	<u>4135</u>	02/28/2020	1,197.00	71221
Hernandez, Anthony Aguilar	<u>4544</u>	02/28/2020	770.02	71222
Lawson , Michael C	<u>4785</u>	02/28/2020	628.15	71223
Maldonado, Francisco	<u>3619</u>	02/28/2020	980.84	71224
Martinez, Angelo	<u>3628</u>	02/28/2020	795.06	71225
Martinez, Elaina	<u>3627</u>	02/28/2020	795.06	71226
Anchondo, Jessie M	<u>4775</u>	02/28/2020	1,021.41	71227
Gentry, David Alan	<u>4618</u>	02/28/2020	924.05	71228
Gonzales, Nancy Jo	<u>4580</u>	02/28/2020	1,917.27	71229
Luna, Paul G	<u>3819</u>	02/28/2020	1,235.37	71230
Nevarez, Cindy	<u>4623</u>	02/28/2020	865.63	71231
Orona, Monique R	<u>4748</u>	02/28/2020	1,032.90	71232
Alderete-Ortega, Brandi R	<u>4546</u>	02/28/2020	988.85	71233
Baca, Ryan C	<u>4710</u>	02/28/2020	1,151.30	71234
Bell, Beatrice	4442	02/28/2020	944.50	71235
Chester, David W	<u>4768</u>	02/28/2020	960.84	71236
Hazen, Tonja L	<u>4803</u>	02/28/2020	1,950.23	71237
Hernandez , Ashley M	4845	02/28/2020	920.73	71238
Marchi, Anna M	4444	02/28/2020	1,308.86	71239
Padilla, Lynette N	<u>4769</u>	02/28/2020	897.76	71240
Romero, Beverly D Romero, Beverly D	<u>4711</u>	02/28/2020	1,048.50	71241
Tarry, Shannon W	4711	02/28/2020	1,048.51	71241
Trujillo , Danielle M	<u>4341</u>	02/28/2020 02/28/2020	1,177.34	71242
Valdez, Sophia L	3790 3005	02/28/2020	1,105.96	71243
Worling, Kobi L	<u>4749</u>	02/28/2020	1,133.10	71244
Worling, Kobi L	4749 4749	02/28/2020	1,182.41 200.00	71245 71245
Aragon, Carlos E	3672	02/28/2020	1,033.46	71245 71246
Blanton, Jessica L	3699	02/28/2020	1,077.68	71246 71247
Carabajal, Peggy A	<u>2550</u>	02/28/2020	1,926.96	71247 71248
Carrillo, Katherine L	<u>4659</u>	02/28/2020	905.25	71248 71249
Chavez, Aurora D	<del>3441</del>	02/28/2020	1,606.84	71249
Jaramillo, Jasmyn Leigh	4601	02/28/2020	846.18	71250
,, = 2.0··		,,	0-10.20	,1431

Employee	Employee #	Date	Amount	Number
Robare, Cameron D	4766	02/28/2020	879.16	71252
Salas-Vega, Sheryl A	1794	02/28/2020	1,087.12	71253
Teague, Candace R	4176	02/28/2020	1,294.82	71254
Aragon, Jhonathan	4133	02/28/2020	809.53	71255
Eaton, Charles	2456	02/28/2020	618.30	71256
Hyder, David A	4322	02/28/2020	832.00	71257
Mraz , Thomas W	4851	02/28/2020	977.67	71258
Saiz, Gerard	4713	02/28/2020	500.00	71259
Saiz, Gerard	4713	02/28/2020	257.41	71259
Baca, Stephanie M	4805	02/28/2020	674.66	71260
Monette, Daniel P	4414	02/28/2020	3,280.93	71261
Romero, Jerrie Lynn	<u>4386</u>	02/28/2020	1,129.64	71262
Womack, Angela Carmen	<u>4600</u>	02/28/2020	661.70	71263
Womack, Angela Carmen	<u>4600</u>	02/28/2020	200.00	71263
Gomez, Analicia L	4605	02/28/2020	924.23	71264
Kaneshiro, Kendra L	2490	02/28/2020	1,210.66	71265
Munetones, Luis	<u>4662</u>	02/28/2020	796.70	71266
Ortiz , Bobbie J	<u>4844</u>	02/28/2020	902.81	71267
Schmidt, Russell D	<u>4497</u>	02/28/2020	1,616.14	71268
Sichler, Deseri A	<u>4532</u>	02/28/2020	1,823.98	71269
Trevino, Kathy	<u>2526</u>	02/28/2020	848.11	71270
Gillen, Sarah K	<u>4692</u>	02/28/2020	1,279.77	71271
Barr, Robert B	<u>3644</u>	02/28/2020	895.32	71272
Culp, Alton B	<u>4526</u>	02/28/2020	1,712.05	71273
Davis, Casey R	<u> 2675</u>	02/28/2020	1,217.27	71274
Gentry, Keith T	<u>4762</u>	02/28/2020	1,087.31	71275
Gonzales, Jaime L	<u>3553</u>	02/28/2020	1,354.31	71276
Griego, Gabriel A	<u>4077</u>	02/28/2020	1,063.30	71277
Lopez, Christopher J	<u>4270</u>	02/28/2020	1,048.13	71278
Moya, Nicholas Q	<u>3629</u>	02/28/2020	1,332.63	71279
Rael, Casey Daniel	<u>4271</u>	02/28/2020	1,427.40	71280
Rael, Christopher P	<u>3959</u>	02/28/2020	1,337.03	71281
Tarry, Norma V	<u>3873</u>	02/28/2020	1,093.00	71282
Trejo Razcon, Giliadrian	<u>4800</u>	02/28/2020	1,103.28	71283
Trejo Razcon, Giliadrian	<u>4800</u>	02/28/2020	275.82	71283
Walmsley, Antoinette Camille Barrera, Denisse I	<u>4422</u>	02/28/2020	1,142.37	71284
Cordova, Sylvia S	<u>4597</u> 4832	02/28/2020 02/28/2020	1,101.61	71285
Porter, Rustin T	4607	02/28/2020	1,469.77	71286
Trujillo, Loretta A	4543	02/28/2020	1,542.73	71287
Trujillo, Loretta A	4543	02/28/2020	1,868.85 250.00	71288
Martinez, Lindsy M	3828	02/28/2020	1,067.24	71288 71289
Montoya, Orlando T	2480	02/28/2020	2,116.86	71290
Garcia, Maria E	<u>4378</u>	02/28/2020	1,193.70	71291
Conner, Roby D	4799	02/28/2020	379.59	71292
Contreras , Matthew P	4848	02/28/2020	918.85	71293
Mast, Tesa D	4536	02/28/2020	1,542.65	71294
Benavidez-Navarro , Renee Y	1356	02/28/2020	823.15	71295
Camacho, Evangeline M	2996	02/28/2020	749.20	71296
Chavez, Mary Lou	4581	02/28/2020	309.01	71297
Christie, Deborah Y	4426	02/28/2020	476.35	71298
Cummings, Donald B	4349	02/28/2020	397.25	71299
Dominguez, Selina L	4838	02/28/2020	459.18	71300
Espana, Beverly L	4718	02/28/2020	331.33	71301
Esquivel , Javier	<u>4801</u>	02/28/2020	328.67	71302
Gonzales Jr. , Philip D	<u>4797</u>	02/28/2020	402.33	71303
Kerr, Sarah Dawn	<u>4596</u>	02/28/2020	552.49	71304
Lechuga, Theresa S	<u>4853</u>	02/28/2020	396.32	71305
Maldonado, Lydia C	<u>4104</u>	02/28/2020	1,207.06	71306

Employee Martinez, Armando C	<b>Employee #</b> 4573	Date 02/28/2020	Amount	Number
Martinez, Melissa A	4707	02/28/2020	777.28	71307
Miller, Carrie B	4627	02/28/2020	672.29	71308
Montano, Guadalupe	460 <u>6</u>		278.67	71309
Montano, Raymund M		02/28/2020	561.53	71310
Montoya, Frances D	<u>4583</u>	02/28/2020	470.99	71311
Walters, Dallas	<u>4697</u>	02/28/2020	484.79	71312
Barron, John	<u>3412</u>	02/28/2020	581.62	71313
Barron, Johnny	<u>3863</u>	02/28/2020	802.01	71314
Benavidez, Adelina A	<u>3923</u> 2650	02/28/2020	853.84	71315
Borunda, Andres E		02/28/2020	2,120.14	71316
Caraveo-Garcia, Mario O	<u>3920</u>	02/28/2020	818.06	71317
Curliss, Walter V	<u>4746</u>	02/28/2020	839.38	71318
Gallegos, Robert F	<u>2989</u>	02/28/2020	917.30	71319
Garcia, Ryan D	<u>3624</u>	02/28/2020	884.45	71320
Griego, Louie R	<u>4145</u>	02/28/2020	871.03	71321
Hill, Leslee R	<u>0309</u>	02/28/2020	1,489.94	71322
·	<u>4657</u>	02/28/2020	630.68	71323
Hough , Ramona	<u>4839</u>	02/28/2020	657.66	71324
La Valle , Richard D	<u>4802</u>	02/28/2020	1,529.82	71325
Maez, Peter J Navarro, Rudy W	<u>3795</u>	02/28/2020	950.03	71326
	<u>3816</u>	02/28/2020	939.71	71327
Saiz, Andrew J	<u>3691</u>	02/28/2020	720.07	71328
Sanchez, Gerald R	<u>3365</u>	02/28/2020	977.86	71329
Silva, Jeremias L	<u>4753</u>	02/28/2020	1,814.12	71330
Villalobos, Carlos G	4389	02/28/2020	743.27	71331
Woodard, George E	<u>3374</u>	02/28/2020	993.47	71332
Alderete, Peter M	4434	02/28/2020	894.97	71333
Alderete, Peter M	<u>4434</u>	02/28/2020	650.00	71333
Aragon, Martin Ray	<u>4406</u>	02/28/2020	150.00	71334
Aragon, Martin Ray	<u>4406</u>	02/28/2020	1,335.64	71334
Baca, Porfie Justin	<u>4505</u>	02/28/2020	1,958.37	71335
Barela, Daniel R	<u>4608</u>	02/28/2020	1,869.20	71336
Benavidez, Martin	4410	02/28/2020	1,874.78	71337
Brown, Kenneth Allen	<u>4416</u>	02/28/2020	2,105.53	71338
Carter, Melanie N	<u>4286</u>	02/28/2020	851.59	71339
Chavez, Anthony P Chavez, Gerald D	<u>4643</u>	02/28/2020	968.91	71340
Chavez, Geraio D	<u>3693</u>	02/28/2020	1,083.99	71341
•	<u>3051</u>	02/28/2020	2,026.46	71342
Chavez, Victor Hugo Contreras, Charles	<u>4586</u>	02/28/2020	2,323.31	71343
Duran, Mikal A	<u>4574</u>	02/28/2020	1,139.81	71344
Duran, Victor A	<u>4738</u>	02/28/2020	1,515.20	71345
Erives, Edgar V	<u>3969</u>	02/28/2020	1,890.67	71346
Erives, Edgar V	<u>4626</u>	02/28/2020	1,020.56	71347
Espinoza, Curtis L	<u>4626</u>	02/28/2020	53.71	71347
Giron, John M	<u>3053</u>	02/28/2020	2,174.31	71348
Giron, John M	<u>2841</u>	02/28/2020	1,909.32	71349
Gray, Jennifer N	<u>2841</u>	02/28/2020	40.00	71349
Hall, Stephen T	<u>4714</u>	02/28/2020	899.90	71350
Hernandez, Anthony M	<u>3823</u>	02/28/2020	2,159.29	71351
Hernandez, Marcos	<u>4742</u>	02/28/2020	1,050.63	71352
Kanyuck, North M	<u>4795</u> 3630	02/28/2020	1,685.22	71353
Kmatz, Mark A	<u>3630</u> 4476	02/28/2020	1,416.12	71354
Knight, Cole L	<u>4476</u> 4564	02/28/2020	1,846.32	71355
Lafave , Christopher T	4564 4808	02/28/2020	93.97	71356
Lankasky, Benjamin	<u>4808</u> 4468	02/28/2020 02/28/2020	1,018.67	71357
Lopez, Bert L	4466 4384	02/28/2020	1,646.87	71358
Lopez, Bert L	4384	02/28/2020	1,166.91	71359
Lujan, Brandon A	<u>4754</u>	02/28/2020	1,166.91 1,455.65	71359
	<u> </u>	J21 201 2020	1,455.65	71360

Packet: PYPKT02151 - 2024 PD 2 28 20 Payroll Set: Valencia County Payroll - 01

Employee	Employee #	Date	Amount	Number
Martinez, Ashley M	<u>4451</u>	02/28/2020	1,590.88	71361
Martinez, Benceslado A	3913	02/28/2020	1,598.41	71362
Martinez, Donna M	4288	02/28/2020	1,108.27	71363
Martinez, Maria Y	4272	02/28/2020	1,005.58	71364
Miller, Courtnie Brianne	4409	02/28/2020	944.25	71365
Montano, Lawrence D	3685	02/28/2020	1,755.13	71366
Montano, Stanley F	<u>3822</u>	02/28/2020	2,107.71	71367
Noah, Jeffrey S	<u>2419</u>	02/28/2020	1,725.58	71368
Pearson, Rashad L	<u>4358</u>	02/28/2020	1,534.65	71369
Peperas, Trace A	<u>4773</u>	02/28/2020	1,516.21	71370
Richards , Amanda M	<u>4796</u>	02/28/2020	1,858.91	71371
Romero, Paula A	<u>3830</u>	02/28/2020	863.52	71372
Rowland, Joseph E	4140	02/28/2020	156.00	71373
Rowland, Joseph E	4140	02/28/2020	1,969.95	71373
Sacoman, Cheyanne K	4347	02/28/2020	2,207.97	71374
Salmons, Miles S	4705	02/28/2020	2,197.73	71375
Sandoval, Juan	<u>4739</u>	02/28/2020	1,736.10	71376
Savedra, Victor Dale	<u>4504</u>	02/28/2020	1,870.39	71377
Stanhope, Shanna L	<u>4441</u>	02/28/2020	1,036.79	71378
Torres Jr. , Raymond P	<u>4776</u>	02/28/2020	2,164.11	71379
Torres, Frederico M	<u>2543</u>	02/28/2020	1,589.15	71380
Townsend, Jacob B	<u>4764</u>	02/28/2020	2,289.19	71381
Vega, Kevin M	<u>4609</u>	02/28/2020	2,249.51	71382
Vega-Quinonez , Damaris L	<u>4722</u>	02/28/2020	859.45	71383
Vigil, Denise A	<u>4405</u>	02/28/2020	1,999.55	71384
Waquie, Corbin J	<u>4704</u>	02/28/2020	1,384.89	71385
Zilink, David M	4139	02/28/2020	857.23	71386
Zilink, David M	4139	02/28/2020	50.00	71386
Zilink, David M	<u>4139</u>	02/28/2020	800.00	71386
Beltran, Jasmine A	<u>4835</u>	02/28/2020	917.16	71387
Saiz, Jeanette E	<u>4346</u>	02/28/2020	1,131.05	71388
Shiplet, Richard W	<u>2152</u>	02/28/2020	1,130.80	71389

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# Payroll Check Register Checks

Pay Period: 3/2/2020-3/2/2020

Packet: PYPKT02152 - 2024 Corretions CMiller LMunetones

Payroll Set: Valencia County Payroll - 01

Employee	Employee #	Check Type	Date	Amount	Number
1 — Munetones, Luis	<u>4662</u>	Regular	03/02/2020	125.42	104909
2 - Miller, Carrie B	<u>4627</u>	Regular	03/02/2020	242.37	104910

1- System clitch due to Tyler update in the middle of Payroll 2- Timesheet Incorrect



### Valencia County, NM

# **Check Register**

Packet: APPKT04681 - 2024 payables

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP	BNK					
11901	EMPLOYEE LOAN SOLUTION LLC	03/03/2020	EFT	0.00	2,956.84	31
8217	AFSCME COUNCIL 18	03/03/2020	Regular	0.00	519.64	146467
2166	AMERICAN FAMILY LIFE ASSURANCE	03/03/2020	Regular	0.00	4,590.59	146468
6666	BANK OF ALBUQUERQUE-LL BRANCI	03/03/2020	Regular	0.00	200.00	146469
2171	CHILD SUPPORT ENFORCEMENT DIV	03/03/2020	Regular	0.00	1,894.38	146470
2167	COLONIAL LIFE & ACCIDENT INS.	03/03/2020	Regular	0.00	119.12	146471
12169	ECMC .	03/03/2020	Regular	0.00	236.53	146472
5319	GLOBE LIFE & ACCIDENT INSURANCE	03/03/2020	Regular	0.00	110.00	146473
10184	INTERNAL REVENUE SERVICE	03/03/2020	Regular	0.00	100.00	146474
6358	NATIONWIDE RETIREMENT SOLUTION	03/03/2020	Regular	0.00	1,090.00	146475
3084	NEW YORK LIFE INSURANCE COMPA	03/03/2020	Regular	0.00	364.16	146476
2497	NM GENERAL SERVICES DEPARTMEI	03/03/2020	Regular	0.00	81,732.57	146477
2176	NM TAX & REV SIT W/H	03/03/2020	Regular	0.00	11,415.35	146478
11595	Performant Recovery INC.	03/03/2020	Regular	0.00	132.64	146479
4697	PRE-PAID LEGAL SERVICES, INC.	03/03/2020	Regular	0.00	213.61	146480
2754	STATE OF NEW MEXICO: RETIREE HI	03/03/2020	Regular	0.00	11,503.77	146481
6757	VALENCIA COUNTY	03/03/2020	Regular	0.00	42,685.25	146482
7782	WASHINGTON NATIONAL INSURANCE	03/03/2020	Regular	0.00	83.00	146483
6112	WELLS FARGO BANK/LODGE 14	03/03/2020	Regular	0.00	210.00	146484

### **Bank Code APBNK Summary**

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	52	18	0.00	157,200.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	1	1	0.00	2,956.84
	53	19	0.00	160.157.45



Valencia County, NM

**Check Register** 

Packet: APPKT04683 - 2024 life

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP	BNK					
2497	NM GENERAL SERVICES DEPARTMEI	03/03/2020	Regular	0.00	599.99	146485

### **Bank Code APBNK Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	1	0.00	599.99
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	3	1	0.00	599.99



# Valencia County, NM

# **Check Report**

By Check Number

Date Range: 02/22/2020 - 03/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP	BNK				•	
137	NM STATE TREASURER-PERA	02/28/2020	Bank Draft	0.00	7,438.45	DFT0001253
137	NM STATE TREASURER-PERA	02/28/2020	Bank Draft	0.00	29,520.39	DFT0001254
137	NM STATE TREASURER-PERA	02/28/2020	Bank Draft	0.00	765.91	DFT0001255
137	NM STATE TREASURER-PERA	02/28/2020	Bank Draft	0.00	53,309.93	DFT0001256
137	NM STATE TREASURER-PERA	03/02/2020	Bank Draft	0.00	85.97	DFT0001257

### **Bank Code APBNK Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	91,120.65
EFT's	0	0	0.00	0.00
	5	5	0.00	91,120.65



### Agenda Request Form

Department Head: Lina Benavidez, Public Works Director Individual Making Request: Rustin Porter, Purchasing Agent

Presentation at Meeting on: March 18, 2020

Date Submitted: March 9, 2020

Title of Request: Consideration to Approve Contract for Armijo Road Improvements

### **Action Requested of Commission:**

Consideration to approve the contract for the Armijo Road Improvements project to Albuquerque Asphalt Inc. The Vendor was the lowest bidder whom responded to the Invitation for Bid# VCB FY20-001.

### **Information Background and Rationale**

Albuquerque Asphalt Inc. was the lowest bidder whom responded to the Invitation for Bid# VCB FY20-001. The Valencia County Public Works and Purchasing Departments have worked together throughout the bid process. The competitive sealed bid process resulted in four bids submitted on or prior to the 2:00 pm deadline on February 26, 2020 at which time the public opening took place. A bid tabulation displaying all bids received identifies the lower bidder as Albuquerque Asphalt Inc. in the amount of \$1,122,169.17

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

The County will be using funding from Bond approved back in June 2019 Resolution 2019-30

### Legal:

NMSA 1978, Section 67-2-2 (1905) provides that "[a]ll public highways, except such as are owned and operated by private corporations, and highways within the corporate limits of any incorporated city or town, shall be maintained and kept in repair by the respective counties in which they are located." The County has the common law duty to exercise ordinary care to protect the general public from foreseeable harm on its roadways. *See*, Lerma, 117 N.M. at 784, 877 P.2d at 1087. This contract advances the County's statutory duties and may be approved if the County determines it is in best interest of the County. *(Adren Nance)* 

### Finance:

Armijo Road improvements are identified in the list of roads for which funding is earmarked from the General Obligation Bond-Road Projects. The bid amount is enough within the budget. (*Loretta Trujillo*)

# Purchasing:

Porter)
bid tabulations it is the recommendation of the CPO for approval of the Contract. (Rustin
to Bid was completed by the Purchasing Department. Bid #VCB-FY20-001. After reviewing the
□ Procurement Complete as Described Below: Formal Solicitation in the form of an Invitation
□ Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services
Purchasing Policy Limits and the NM State Procurement Code.
Any purchases that may result from these funds in the future shall adhere to the VC

# PRICING AGREEMENT CONTRACT

THIS AGREEMENT, made and entered into this \_18th\_day of \_March\_, 2020 by and between the County of Valencia, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and Albuquerque Asphalt Inc., (hereinafter referred to as the "Contractor").

### WITNESSED:

WHEREAS, the County issued a Request for Bids for a Price Agreement for Armijo Road Improvements, IFB No. VCB-IFB-FY20-001; and

WHEREAS, the Contractor submitted its bid, dated \_February 26, 2020, in response to IFB No. VCB-IFB-FY20-001; and

WHEREAS, the County desires to engage the Contractor to render certain goods and services in connection therewith, and the Contractor is willing to provide such goods and services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

### 1. Scope

Contractor must complete construction and services based on Construction Plans for Armijo Road Improvement Project. (Exhibit A.)

### 2. Inferior Materials

All goods found to be inferior to the quality specified herein and in IFB No. 663, or deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part, and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items within thirty (30) consecutive calendar days of the receipt of notice of rejection.

### 3. Term

This Agreement shall become effective upon the date of final execution of the Agreement and shall be for one (1) year base period unless terminated by either party pursuant to the termination provisions contained in this Agreement.

### 4. Use of Agreement

With the consent of the contractor, other Central Purchasing Offices (NMSA 1978, §13-1-27) may purchase under this Agreement, provided that the service is under the same terms and conditions as stated herein, unless a lower price is agreed to between the County and the Contractor.

### 5. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to

cancel the Agreement. The County reserves the right to recover any excess cost incurred by the County to have this Agreement performed by a third party, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other remedy available to the County pursuant to the terms of this Agreement and law. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

### 6. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon the County Commission making the appropriations and authorizations necessary for the performance of the Agreement. If sufficient appropriations and authorizations are not made by the County Commission, any agreement resulting from this Request for Bids may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such event shall not constitute an event of default. All payment obligations of the County and all of its interest this Agreement shall cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

### 7. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days' notice in writing to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

### 8. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

### 9. Compensation and Method of Payment

- A. For performing the scope specified in Scope of Work hereof the County agrees to pay the Contractor for work satisfactorily completed in the amount listed in Exhibit A of this Agreement, which amounts excludes any applicable gross receipts taxes and which amount shall constitute full and complete compensation excluding gross receipts tax for the Contractor's scope under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such scope;
- B. Method of Payment: Such amount shall be processed for payment by the County to the Contractor upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the County and on the condition that the Contractor has accomplished the scope as outlined herein, to the satisfaction of the County. Invoices shall be submitted on a monthly basis to Valencia County Road Department. Payment to the Contractor will be made within thirty (30) days from

receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the user department in the amount and under the conditions set forth in NMSA 1978, §13-1-158.

### 10. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are personally reportable by him for income tax purposes as self-employment or business income, and are reportable for self-employment tax and New Mexico Gross Receipts Tax.

### 11. Personnel

- A. Subject to the terms and conditions of this Agreement; the Contractor represents that it has, or will secure at its own expense, all personnel required in performing the scope as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. All work required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such work.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any service subcontracted hereunder shall be specified by written Agreement and shall be subject to each provision of this Agreement.

### 12. Limitations on Subcontracting

The Contractor shall not subcontract more than forty-nine (49%) of the work to be performed under this Agreement or forty-nine (49%) of the total original bid amount under this Agreement, whichever is less, to any person, company, organization, corporation and/or entity of any nature not a party/signatory to this Agreement. The Contractor shall perform, with his/her/its own organization, the work under this Agreement. The Contractor's own organization shall be construed to include only persons employed and paid directly by the Contractor and equipment owned and/or rented by the Contractor, with or without operators. The Contractor's organization does not include employees or equipment of the subcontractor, or assignees, or agents of any subcontractor. The Contractor shall submit a list of intended subcontractors and material suppliers prior to the commencement of any work under this Agreement. The Contractor shall update the list of subcontractors and material suppliers as the work progresses such that the County shall have at all times, a current and accurate list of subcontractors and the work which they will perform, or are

performing, and material suppliers along with material supplies, and the percentage of the work and/or percentage of the total original bid price each subcontractor is performing.

No work shall be subcontracted without the prior written consent of the County. The intent of this section shall not be circumvented by the Contractor placing a subcontractor's employees directly on the Contractor's payroll and/or by the use of a subcontractor's materials or equipment.

Nothing herein, including, but not limited to, approval by the County of any subcontractors and/or materials, shall be construed to waive the Contractor's liability of any nature under this Agreement or the privity of the Contracting Agency with the Contractor and no bond, insurance, or liability of nature shall be waived or in any way diminished by the subcontracting or assignment of any portion or interest under the Agreement.

### 13. Indemnity

The Contractor hereby agrees to hold harmless, indemnify and defend the County, its officers, agents, and employees from and against any and all liability, suits, actions, claims, damages, attorney's fees, and costs arising out of or resulting from the Contractor's and/or any of their Subcontractors' employees', agents', or officers' conduct, performance, act(s), error(s) or omission(s) relating in any manner whatsoever to this Contract. Provided, however, nothing in this Agreement shall be construed to require the Contractor to defend, indemnify and hold harmless the County, its officers, agents and employees from and against any liability, suits, actions, claims, damages and attorney's fees caused by or resulting from the negligence of the County, its officers, agents and employees.

Such indemnity shall also not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the County, or the agents or employees of the County, or the giving of or the failure to give directions or instructions by the County, or the agents or employees of the County, where such giving or failing to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

Receipt by the County of the Contractor's services under this Agreement, review by the County of any Plans, Specifications and documents by the Contractor, and County authorizations for the Contractor to proceed with the various phases of services shall not be construed as approval of the Contractor's work product by the County or as the giving of instructions or directions by the County. This indemnification provision is subject to the limitations and provisions of Sec. 56-7-1, NMSA 1978.

The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

### 14 Insurance

Until final acceptance by the County of the work covered, the Contractor shall procure and maintain at the Contractor's expense, insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the Agreement, whether performed by the Contractor, the Contractor's agents or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire

period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors therefrom.

If part of the Agreement with the County is sublet or subcontracted, the vendor shall require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the vendor's insurance policies and to include the County as an additional insured thereon.

The Contractor shall procure and maintain, during the life of this Contract a Workers Compensation, Commercial General Liability, Business Automobile Liability policies. The policies will be written with the County as additional insured as applicable, while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 day written notification to the County if a policy has been materially changed or canceled. The County shall be an additional insured (Form B - CG2010 10/01 or equivalent) and will be written on an occurrence form, and shall provide limits as follows:

### A. 1. Workers Compensation – Statutory

### 2. Employers Liability - \$1,000,000

Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the County and comply with the Act should it employ three or more persons during the term of any Agreement with the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, Agreement with the County may be terminated effective immediately.

### B. Commercial General Liability with ISO CG0001 07/98

1. Bodily Injury/Property Damage: \$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

2. Products/Completed Operations: \$1,000,000 Each Occurrence

\$2,000,000 Aggregate

3. Property Damage Liability Insurance shall not exclude (XCU)

4. Pollution Legal Liability: \$1,000,000 Each Occurrence

### C. Business Automobile Liability

1. Combined Single Limit: \$1,000,000 Each Occurrence with ISO CA0001 07/98

2. Pollution Liability (MCS90) for Transportation exposure (if applicable): \$1,000,000 Each Occurrence

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

### D. Independent Contractors: Included

### E. Contractual Liability: Included

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement for each annual period, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits

The Contractor shall not commence any work under this Agreement until the proper insurance has been obtained and the proper certificates (or policies) have been submitted to the County.

### 15. Approval of Insurance

The Contractor or subcontractor(s) shall not deliver any services under this Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to disapprove certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

### 16. Increased Limits

If, during the life of this Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

### 17. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

### 18. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

### 19. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records of any nature on any medium pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

### 20. Publication, Reproduction and Use of Material

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

### 21 Release

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

### 22. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

### 23. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

### 24. Scope of Agreement

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

### 25. Notice

Any notices required to be given hereunder shall be sent to the principals at the following addresses. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified herein.

The official address of the County is:

The official address of the Contractor is:

Valencia County PO Box 1119 444 Luna Avenue Los Lunas, NM 87031

### 26. Compliance with Applicable Law

Contractor shall comply with State of New Mexico, federal, municipal and county laws, rules and ordinances.

### 27. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

### 28. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

### 29. Changes

The County may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not otherwise be altered, changed or amended except by an instrument in writing executed by the parties hereto.

### 30. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the County thereto.

### 31. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

### 32 Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

### 33. Penalties

The New Mexico Procurement Code, (NMSA 1978, §13-1-28 through 13-1-199), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statues impose felony penalties for illegal bribes, gratuities and kickbacks.

### 34. Entire Agreement

This Agreement contains the entire Agreement of the parties and supersedes any and all other Agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

### 35. Ownership of Document

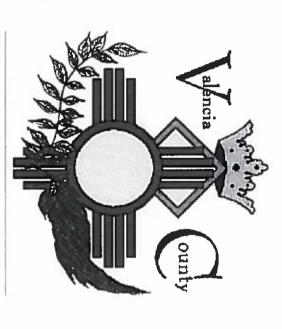
The County is the sole owner of all documents, reports, and data, compiled or arising out of the Contract and/or Project regardless of the medium used.

State Taxation & Revenue Department Taxp	payer Identification Number:	
Federal Taxpayer Identification Number:		
By: Contractor	Date:	
Printed Name:		
Address:		
Approved as to Form Only:		
County Attorney	Date	
Recommended By:		
Rustin Porter, Purchasing Agent	Date	

### **BOARD OF COUNTY COMMISSIONERS**

APPROVED, ADOPTED AN	ID PASSED on this day of	, 2020.
BOARD OF COMMISSIONERS OF APPROVED AND ADOPTED this		
Jhonathon Aragon Chair, District V	Gerard Saiz Vice-Chair, District I	
Tom Mraz Commissioner, District II	David A. Hyder Commissioner, District III	
Charles D. Eaton Commissioner, District IV		
Attest:		
Peggy Carabajal Valencia County Clerk	_	

# Exhibit A Construction Plans



# 444 LUNA AVENUE VALENCIA COUNTY, NEW MEXICO VALENCIA COUNTY

construction plans for the

**APRIL 2017** 

ARMIJO ROAD - ROADWAY IMPROVEMENTS

VCR-FY15-020

CIVIL ENGINEERS

Molzen Corbin Kevin W. Eades, P.E. Jay Ashbacher, E.1

COUNTY CONTACT

PROJECT

VICINITY MAP

CERTIFICATION:

KEVIN W. EADES, N.M.P.E. NO. 14481

GVC-101 3/14/17

NUMERIC SCALE CONFIRMATION

MOLZENCORBIN

ENGINEERS | ARCHITECTS | PLANNERS

<u>NOTICE OF EXTENDED PAYMENT PROVISION</u> THIS CONTRACT ALLOWS THE OWNER TO MAKE PAYMENT WITHIN 45 DAYS AFTER SUBMISSION OF AN UNDISPUTED REQUEST FOR PAYMENT

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FROM STAZOO+00 TO E.O.P. STAZOO+82.95

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SEQUENCE	品	DESCRIPTION
46	1-9	TEMPORARY TRAFFIC CONTROL GENERAL NOTES AND PHASING
47	6-2	TYPICAL TRAFFIC CONTROL
8	7-1	PERMANENT SIGNING AND STRIPING PLAN - B.O.P. STA 10+14.88 TO STA 30+00
49	7-2	PERMANENT SIGNING AND STRIPING PLAN - STAJO+00 TO STAJO+00
50	7-3	PERIAMENT SIGNING AND STRIPING PLAN - STA-50+00 TO STA-70+00
51	7-4	PERMANENT SIGNING AND STRIPING PLAN - STA,70+00 TO STA,90+00
52	7-5	PERIAMENT SIGNING AND STRIPING PLAN - STA-90+00 TO STA-110+00
ន	7-6	PERMANENT SIGNING AND STRIPING PLAN - STA.110+00 TO STA.125+00
¥	7-7	PERMANENT SIGNING AND STRIPING PLAN - STA 125+00 TO STA 140+00
S.	7-B	PERMANENT SIGNING AND STRIPING PLAN - STA 140+00 TO STA 155+00
56	7-9	PERMARENT SIGNING AND STRIPING PLAN - STA.155+00 TO STA.175+00
57	7-10	PERMANENT SIGNING AND STRIPING PLAN - STA 175+00 TO STA 185+00
58	7-11	PERMANENT SIGNING AND STRIPING PLAY - STA-185+00 TO E.O.P. STA-200+82.95

INDEX	OF	<b>DRAWINGS</b>

ARMIJO ROAD - ROADWAY IMPROVEMENTS

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Ì	PROJECT	NUMBER:	VAL161-1	1 .
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l	CHECKE	BY:	K.EADES	
l	PROJ EN	łG.	J.ASHBACI	1ER
l	PROJECT	DATE	APRIL	2017

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AND PROFILE - FROM STAJS+00 TO STA40+00

PLAN AND PROFILE - FROM STA.15+00 TO STA.20+00 PLAN AND PROFILE - B.O.P. STA 10+14.88 TO STA 15+00 GENERAL NOTES AND EXISTING UTILITY COMPANY CONTACT INFORMATION

PROJECT VICINITY MAP INDEX OF DRAWINGS

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Length of project: 3.61 miles do Ed bit nustrial-l риповичи DM LICENSON ARMIJO ROAD - B O P STA 10+14 88 Project Intent:

Project Information: Rehabilitation of Armijo Road from NM346 to Mill Road. Project includes 3" of asphalt Project Information: Rehabilitation of Armijo Road from NM346 to Mill Road. Project includes 3" of asphalt into 12" base.

Project Information: Rehabilitation of Armijo Road from NM346 to Mill Road. Project includes 3" of asphalt into 12" base. pavement (SP III) over 12" of reclaimed base. Contractor to pulverize and blend existing asphalt Contractor will also be required to grade roadway shoulders per sheet 2—1. Replace street signs indicated on the permanent signing and striping plans. ול משריבה Canain Hwy INTERSTATE HWY 25 PROJECT VICINITY MAP (ES) NM 116 MW 348 (3) PHERRY ARMIJO ROAD (116) Pueblicas (td Q) (2) DOLORES N. LOPEZ MILL RD JARALES RD ARMIJO ROAD - E.O.P. STA. 200+82 95 Jarrales (3) 3 (3) 命 (E) Truncing Casa Colorada (E) (F) Denn 74 MOLZENCORBIN NUMERIC SCALE CONFRMATION
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PROJECT NUMBER

DESIGNED BY

CHECKED BY

DRAWN BY:

PROJ ENG: PROJECT DATE VAL161-11

J.LOVATO

J.LOVATO

K.EADES

J.ASHBACHER

APRIL 2017

1-3

PROJECT VICINITY MAP

ARMIJO ROAD - ROADWAY IMPROVEMENTS

# SUMMARY OF QUANTITIES

item No.	NMDOT No.	Description	Unit	Quantity
18		Pulverize existing asphalt and blend with 12" base	5.Y.	48,000
26	207000	Subgrade preparation	S.Y.	48,000
	208000	Linear grading	MILE	3.6
33	303000	Base course	NOT	712
48	408100	Prime coat material	TON	90
41	423250	HMA SP-III complete	S.Y.	48,000
	570012	12" RCP	LF.	70
	570012	12" CMP with pipe and bands	LF.	30
	570016	16" RCP	LF.	30
153	570024	24" CMP with pipe and bands	LF.	275
158		Culvert installation ONLY 18"-36"	L.F.	405
199		Trenching & backfilling 4" - 15" < 8'	LF.	60
169	603281	SWPPP plan preperation and maintenance (Including Erosion control Measures)	L.S.	1
99	618000	Traffic Control Management	L.S.	1
2	621000	Mobilization	L.S.	1
	701000	Panel signs	S.F.	263
	701100	steel post and base post for aluminum panel signs	LF.	340
89	704000	Retroreflectorized painted markings 4"	L.F.	76,000
87	704224	Retrorefiectorized painted markings 24"	S.F.	30
ω	801000	Construction staking by the contractor	L.S.	1
4	901000	Contractor Process Quality Control	L.S.	<u>_</u>

SUMMARY OF QUANTITIES

ARMIJO ROAD - ROADWAY IMPROVEMENTS

REV NO REV DATE DESCRIPTION

PROJECT NUMBER: VALISI-11
DESIGNED BY: J.LOVATO
DRAWN BY: J.LOVATO
CHECKED BY: K EADES
PROJ ENG: J.ASHBACHER
PROJECT DATE: APRIL 2017

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NATIONAL MATERIAL PROPERTY

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MOLZENCORBIN

2701 Mater Rand SE
Abbuquerque, New Mexico 87106
395 242 25700 office
595 242 25700 office
Molzen-Cachin com
Molzen-Cachin com

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NM Gas Co. Century Link

Clara Bustamante Leonard Manzanares Arthur Chavez

 Position
 Address
 Office Phone
 Cell Phone

 Senior Engineer
 19377 North Highway 314 Belen, NM 87002
 505-241-3398
 505-401-7891

 Project Manager
 4625 Edith Blvd. Albuquerque, NM 87101
 505-697-4212
 505-362-8120

 Engineer II
 4301 Bogan Ave., Albuquerque, NM 87109
 505-767-7441
 505-377-4337

 Project Engineer
 4611 Montbel Pl. Albuquerque, NM 87107
 505-761-6252
 505-269-4006

 Public Works Director
 1209 Highway 314 Los Lunas, NM 87031
 505-866-2475
 505-620-8662

Lina.Benavidez@co.valencia.nm.us leonard.manzanares1@centurylink.com cmbustamante@tecoenergy.com

achavez1@pnm.com

Utility Company Name

EXISTING

UTILITY COMPANY CONTACT INFORMATION

THE CONTRACTOR SHALL PROMDE INGRESS AND EGRESS TO ALL LOCAL BUSNESSES AND RESIDENCES FOR THE DURATION OF THIS PROJECT. THE CONTRACTOR SHALL ADVASE AND SCHEDULE ALL ACCESS CLOSURES, AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE, WITH THE AFFECTED PROPERTY OWNERS AND WITH VALENCIA COUNTY.

UTILITY COORDINATION THE CONTRACTOR SHALL EXCAVATE AND VERIFY THE LOCATIONS OF ALL OBSTRUCTIONS.

IF ANY UNLITY LINES. PIPELINES, OR UNDERGROUND UTILITY LINES ARE SHOWN ON THESE DRAWNICS, THEY ARE SHOWN IN AN APPROXIMATE MANNER ONLY, AND SUCH LINES MAY EXIST WHERE KONE, ARE SHOWN. IF ANY SUCH EXISTING LINES ARE SHOWN. IF ANY SUCH EXISTING LINES ARE SHOWN, THE LOCATION IS BASED UPON INFORMATION PROVIDED BY THE OWNER OF SAND UTILITY, AND THE INFORMATION WAY BE INCOMPLETE, OR MAY BE OBSOLETE BY THE TIME CONSTRUCTION COMMENCES. THE CONTRACTOR SHALL VERHITY THE LOCATION OF THE WORK UTILITY LINES. THE CONTRACTOR SHALL VERHITY THE LOCATION OF ANY UTILITY LINES. THE CONTRACTOR SHALL VERHITY THE LOCATION OF ANY UTILITY LINES. THE WORK IN ADVANCE OF AND DURING EXCANATION WORK. THE CONTRACTOR SHALL OWNER CONTRACTOR SHALL COMPLY WITH STATE STATUTES, MUNICIPAL AND LOCATION OF THESE LINES AND REGULATIONS, IF ANY, PERTANNING TO THE EXCANATION, THE CONTRACTOR SHALL COMPLY WITH STATE STATUTES, MUNICIPAL AND LOCATION OF THESE LINES AND REGULATIONS, IF ANY, PERTANNING TO THE

THE CONTRACTIOR SHALL BE RESPONSIBLE FOR DETERMINION IN ADVANCE OF CONSTRUCTION OPERATIONS. IF OVERHELD UTILITY LINES SUPPORT STRUCTURES, POLES, CUYS, ETC. ARE AN OBSTRUCTION TO CONSTRUCTION OPERATIONS. IF ANY OBSTRUCTION OPERATIONS IS EXPORT THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE APPROPRIATE UTILITY OWNER TO REMOVE OR SUPPORT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO SEPERATE PAYMENT WILL BE MADE.

THE CONTRACTOR SHALL COORDINATE ANY WATER SHUT-OFF OPERATION WITH THE UTILITY MANAGER AND PROPERTY OWNER NOT LESS THAN THREE (3) WORKING DAYS PROBR TO INITIATING ANY WORK AFFECTING EXISTING WATER SHOULD BE LIMITED TO FOUR (4) HOURS. CONTRACTOR IS TO SUPPORT AND MAINTAIN THE INTEGRITY OF ALL UNDERGROUND TELEPHONE, ELECTRIC CABLES, AND CABLE TELEVASION UTILITIES AT 10 ADDITIONAL COST TO THE OWNER. CABLE IS TO BE SUPPORTED EVERY 15' (HANHUM). CONTRACTOR SHALL COORDINATE WITH AND MAKE NECESSARY PAYMENT (FF ANY) TO UTILITY OWNER FOR DE-ENERGIZATION OF CABLES OR SUPPORT OF CABLES BY THE UTILITY OWNER.

THESE DRAWINGS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY WHICH SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.

THE CONTRACTOR SHALL MAINTAIN AN UP TO DATE SET OF "RECORD DRAWINGS" FOR THIS PROJECT, THESE PLAYS SHALL BE KEPT CURRENT, WITHIN TWO (2) MEEYS, AT ALL TIMES AND SHALL BE SUBJECT TO REVIEW BY VALENCIA COUNTY THROUGHOUT THIS PROJECT AND WILL BE REVIEWED BY THE ENGINEER FOR ACCURACY AND COMPLETENESS AT THE END OF CONSTRUCTION. THE FINAL "RECORD DRAWINGS" SHALL BE SUBJUTTED TO VALENCIA COUNTY PRIOR TO FINAL PAYMENT.

THE COMPRECIOR SHALL PROMPTLY CLEAN UP ANY MATERIAL EXCAVATED WITHIN THE PUBLIC RIGHT-OF-WAY SO THAT THE EXCAVATED MATERIAL IS NOT SUSCEPTIBLE TO BEING WASHED DOWN THE STREET.

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B THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING AND CLEANUP OF SPILLS WHICH ARE ASSOCIATED WITH THIS PROJECT'S CONSTRUCTION AND SHALL REPORT AND RESPOND TO SPILLS OF HAZARDOUS MATERIALS SUCH AS GASOLINE, DIESEL, HOTOR OILS, SOLVENTS, CHEMICALS, TOXIC AND CORROSNE SUBSTANCES, AND ANY OTHER MATERIALS WHICH MAY BE CONSIDERED A THREAT TO THE PUBLIC HEALTH OR THE ENWIRCHMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPORTING OF ANY PAST SPILLS WHICH WERE ENCOUNTREED DURNIC THIS PROJECT'S CONSTRUCTION AND DE ANY CHREAT SPILLS NOT ASSOCIATED WITH THIS PROJECT'S CONSTRUCTION AND DE ANY CHREAT SPILLS NOT ASSOCIATED WITH THIS PROJECT'S CONSTRUCTION AND DE ANY CHREAT SPILLS NOT ASSOCIATED WITH THIS PROJECT'S CONSTRUCTION AND TO THE YEN MEXICO ENVIRONMENTAL, DEPARTMENT'S EMERGENCY RESPONSE TLAM AT EITHER 827—4308 OR 470—3657 AND TO THE ENGINEER.

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THE COMPACTOR SHALL PROPERTY HANDLE AND DISPOSE OF ALL ASPHALT PAVEMENT REMOVED ON THIS PROJECT AND NOT OTHERWISE USED IN RESURFACING, AS DIRECTED BY THE DIWIER:

HAULING TO AN APPROVED LANDFILL IN ACCORDANCE WITH THE REGULATIONS OF THE NEW MEXICO SOLID WASTE ACT.

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SHALL ENSURE THAT THE WARPING OF THE RIGHT-OF-WAY. ROADWAY SLOPE SHOULD

CONTRACTOR SHALL ADHERE TO THE NAMOOT DROP

OFF POLICY.

SALVAGING OF EXISTING SIGNS AND SAW CUTTING THE ASPHALT WILL BE INCIDENTAL TO CONSTRUCTION ITEMS AND NO FURTHER PAYMENT SHALL BE MADE TO THE CONTRACTOR. CONTRACTOR SHALL USE NON VIBRATORY COMPACTION ROLLERS TO ELIMINATE ANY ISSUES WITH EXISTING UTILITIES.

ALL CULVERIS ARE RECOMMENDED TO BE INSTALLED TO MANUFACTURES SPECIFICATIONS.

LINEAR GRADING SHALL INCLUDE ALL GRADING ADJACENT TO THE ROADWAY AND AS REQUIRED TO TRANSTRON AND TIE—IN EXISTING DRIVEWAYS WITH LIKE MATERIALS.

CONTRACTOR SHALL REFERENCE NMDOT SPEC 2014

VALENCIA COUNTY SHALL ENSURE THAT THE CONTRACTOR WILL PREPARE AND INFLUENCE WITH SECTION 402 OF THE CLEAN WATER ACT.

**GENERAL NOTES** AND EXISTING UTILITY COMPANY CONTACT INFORMATION

ARMIJO ROAD - ROADWAY IMPROVEMENTS

PROJECT NUMBER VAL161-11 DESIGNED BY J.LOVATO J.LOVATO DRAWN BY CHECKED BY K.EADES PROJ ENG J.ASHBACHER APRIL 2017 PROJECT DATE

NUMERIC SCALE CONFIRMATION DRAWNGS ARE DEPICTED AT INTENDED NUMERIC SCALES OF THIS BAR EQUALS ONE INCH

270) Miles Road SE squerque, New Mexico 87106 505 242 5700 office 505 242 5673 fax MaltenCarbin.com

MOLZENCORBIN

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TIE INTO EXISTING VARIES SP-III PAVEMENT SECTION NO.1 SP-III ASPHALT 12" RECLAMED BASE MIXED WITH PULVERIZED EXISTING PAVENENT SECTION COMPACTED TO 95% COMPACTION. PRIME COAT Sight where 12\* ARMIJO ROAD
EXISTING TYPICAL SECTION ARMIJO ROAD
TYPICAL SECTION CONSTRUCTION CONSTRUCTION SEE 7 SERIES SHEETS - EXISTING ASPHALT THICKNESS VARIES 12" SUBGRADE PREP. AT 95% COMPACTION PULVERIZED EXIST. ASPH.,
BLENDED/COMPACTED INTO
B" EXISTING OF SUBGRADE BASE
AT 95% COMPACTION. 3" THICK SP-III ASPHALT SEE PAVEMENT SECTION NO.1 11' DRIVING LANE GRADE EXISTING EXISTING GROUND VARIES 2. CONTRACTOR SHALL STAY WITHIN RIGHT-OF-WAY FOR ALL ROADSIDE GRADING. NOTES: 1. PG 64-22 BINDER SHALL BE SP-III ASPHALT. USED IN TYPICAL SECTIONS

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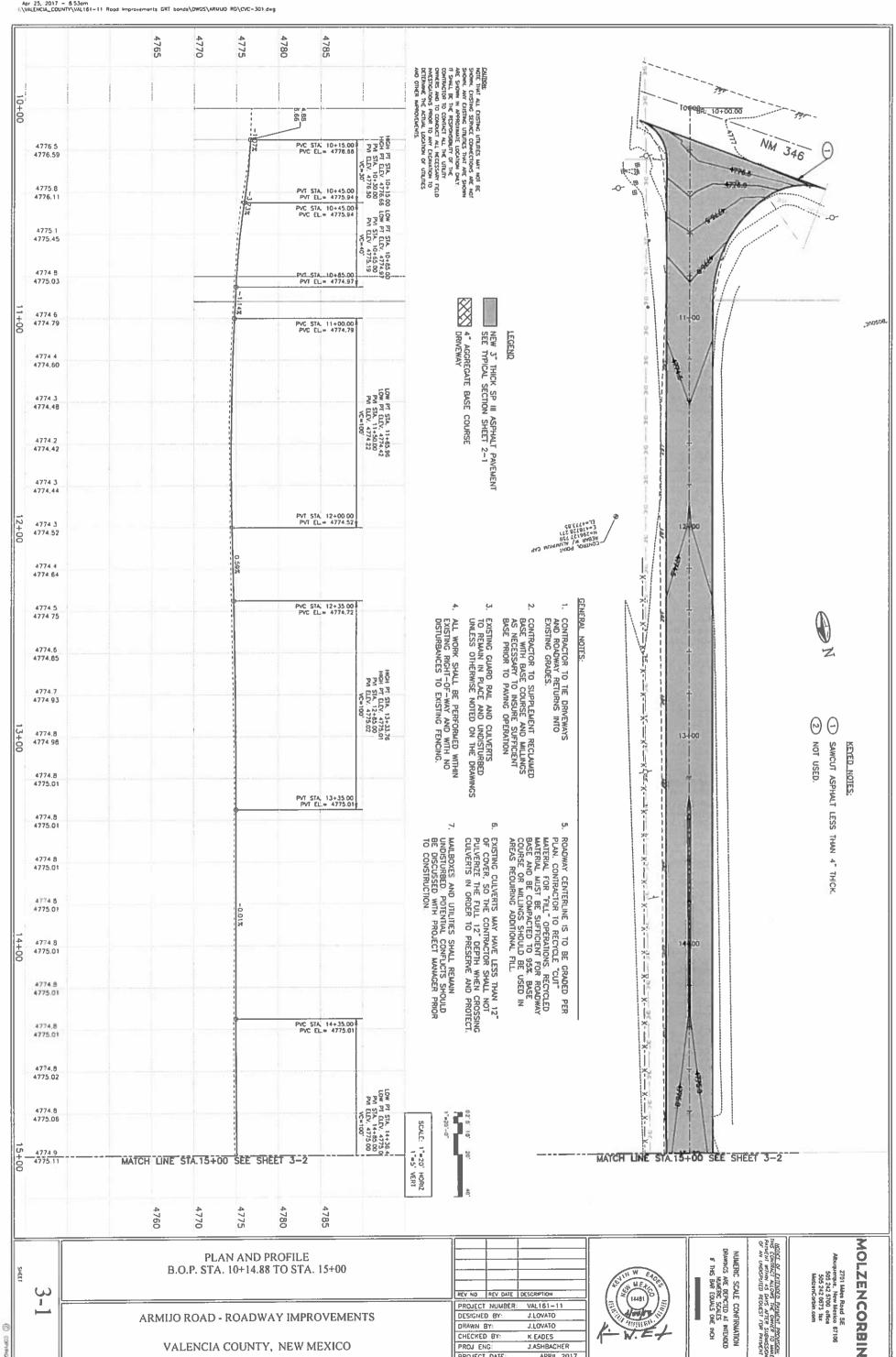
ARMIJO ROAD - ROADWAY IMPROVEMENTS

VALENCIA COUNTY, NEW MEXICO

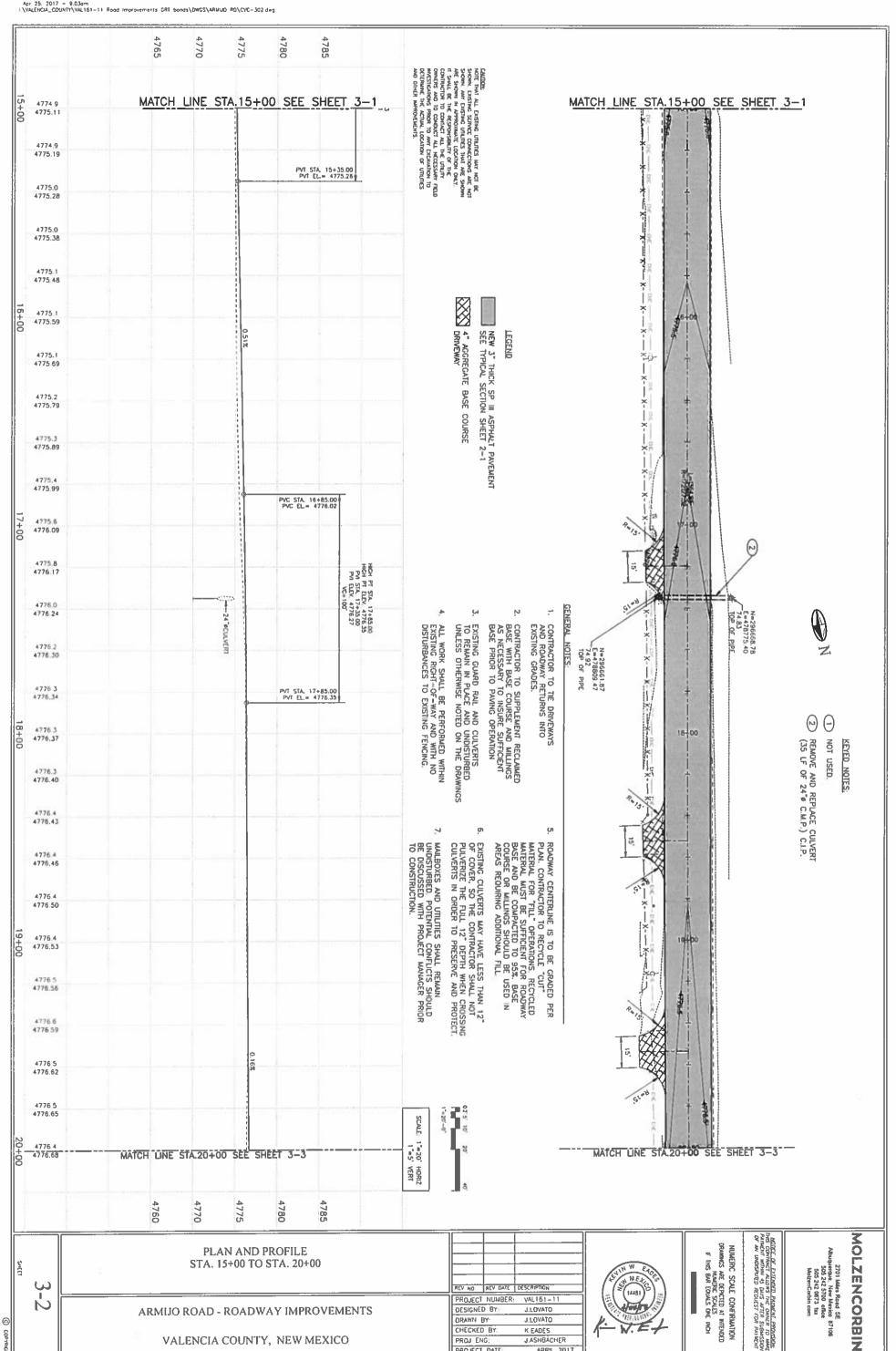
PROJECT NUMBER: VAL161-11 DESIGNED BY: J.LOVATO DRAWN BY J.LOVATO CHECKED BY K.EADES PROJECT DATE J.ASHBACHER APRIL 2017

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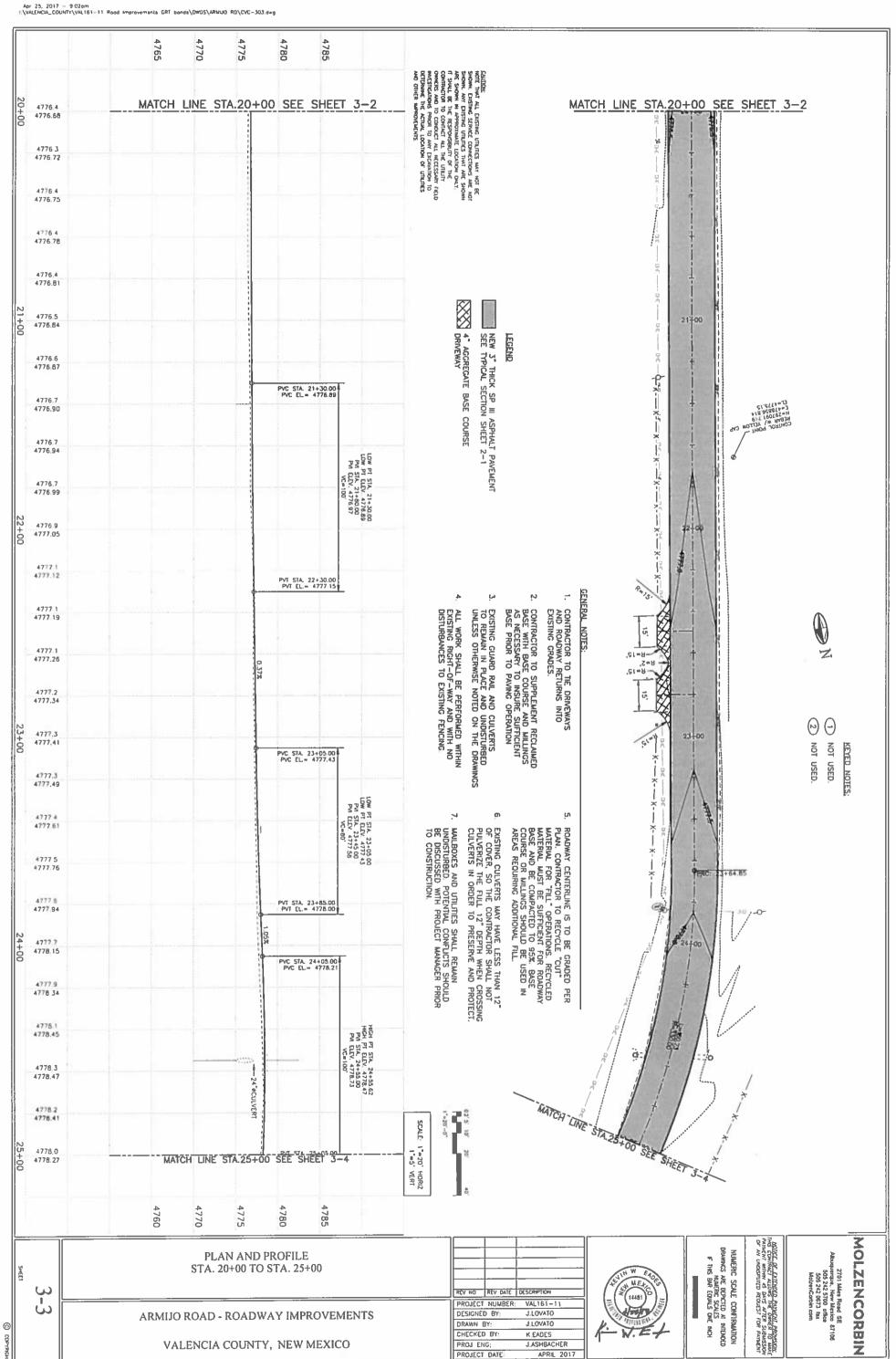
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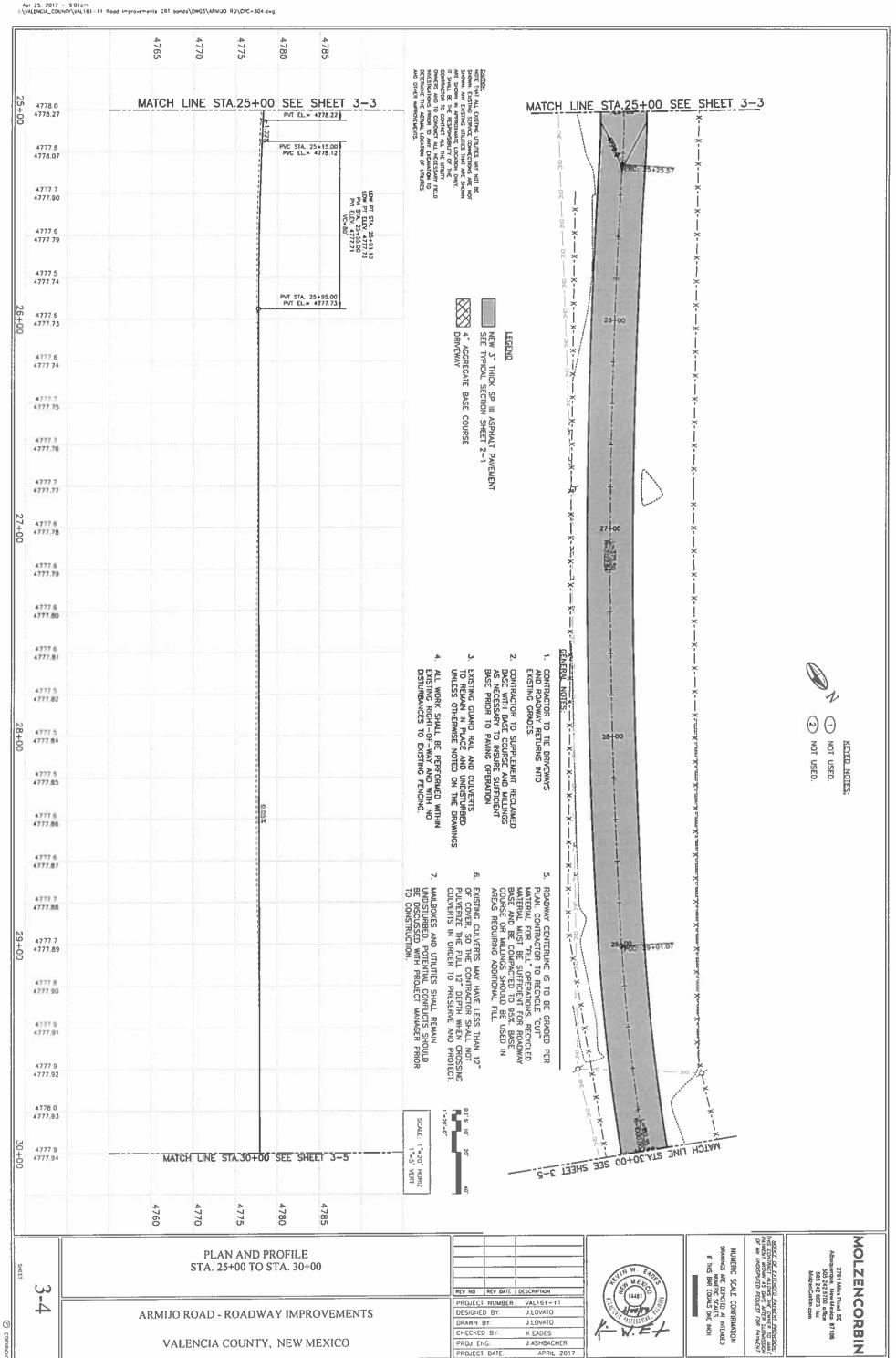


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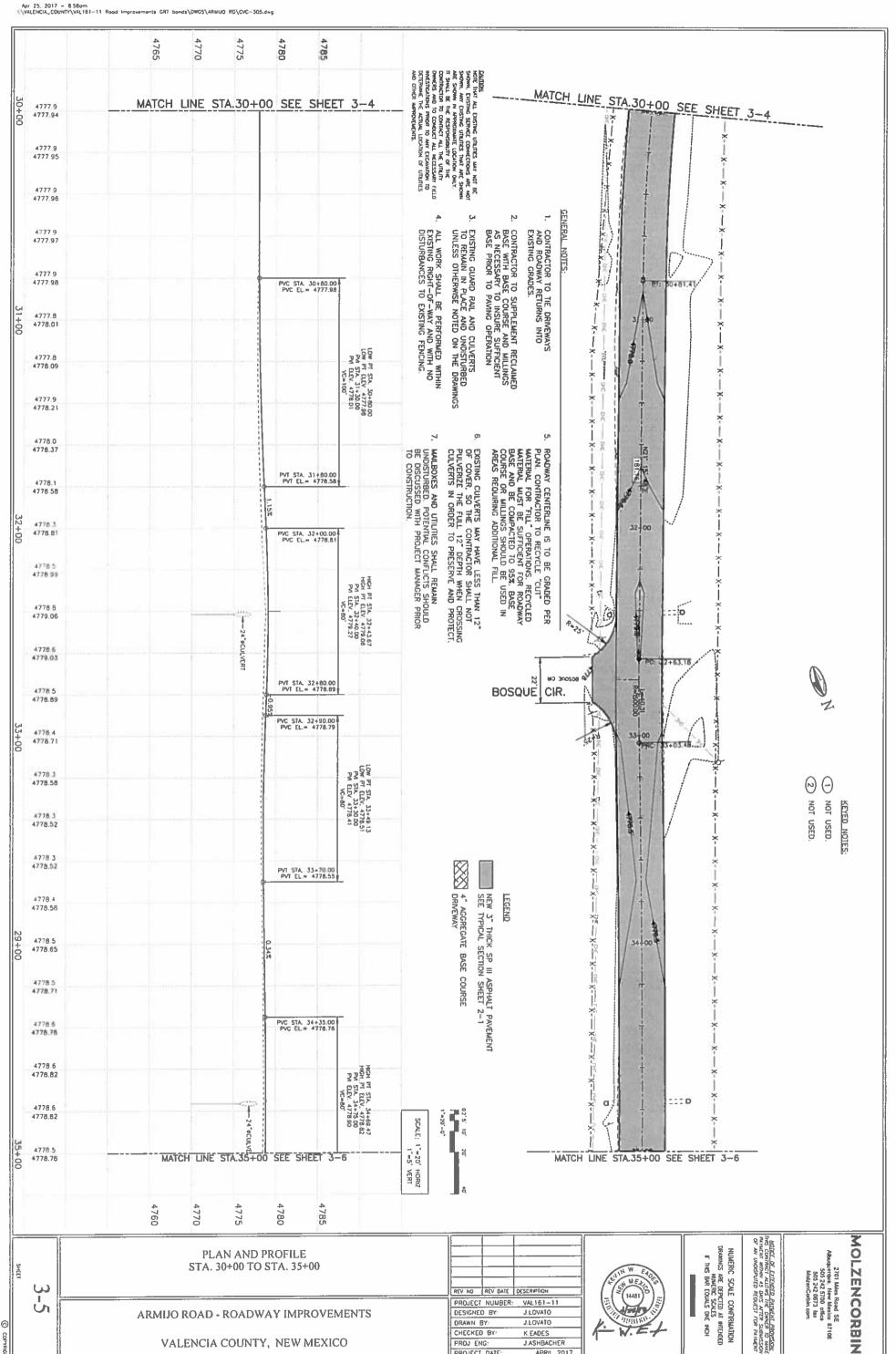


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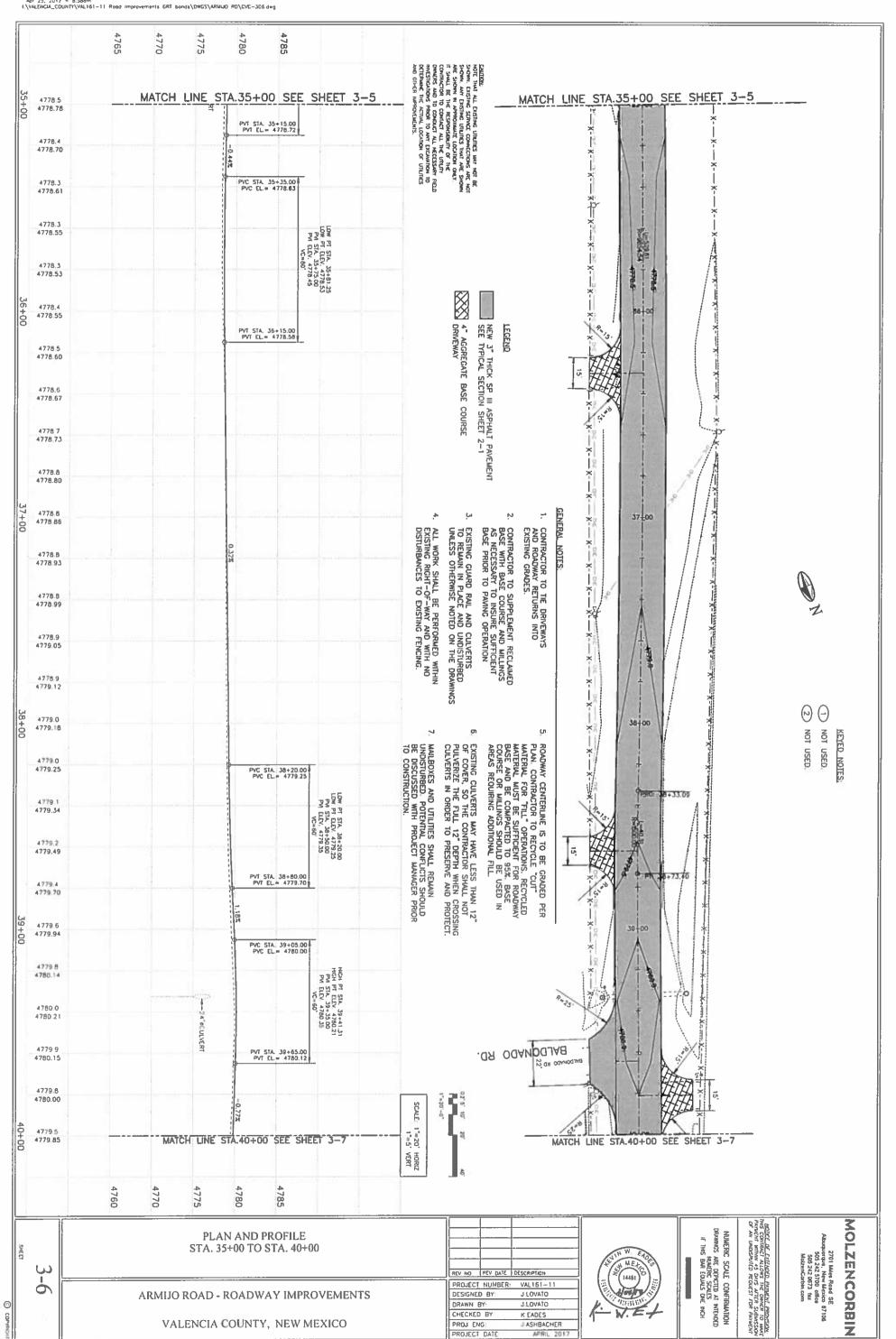


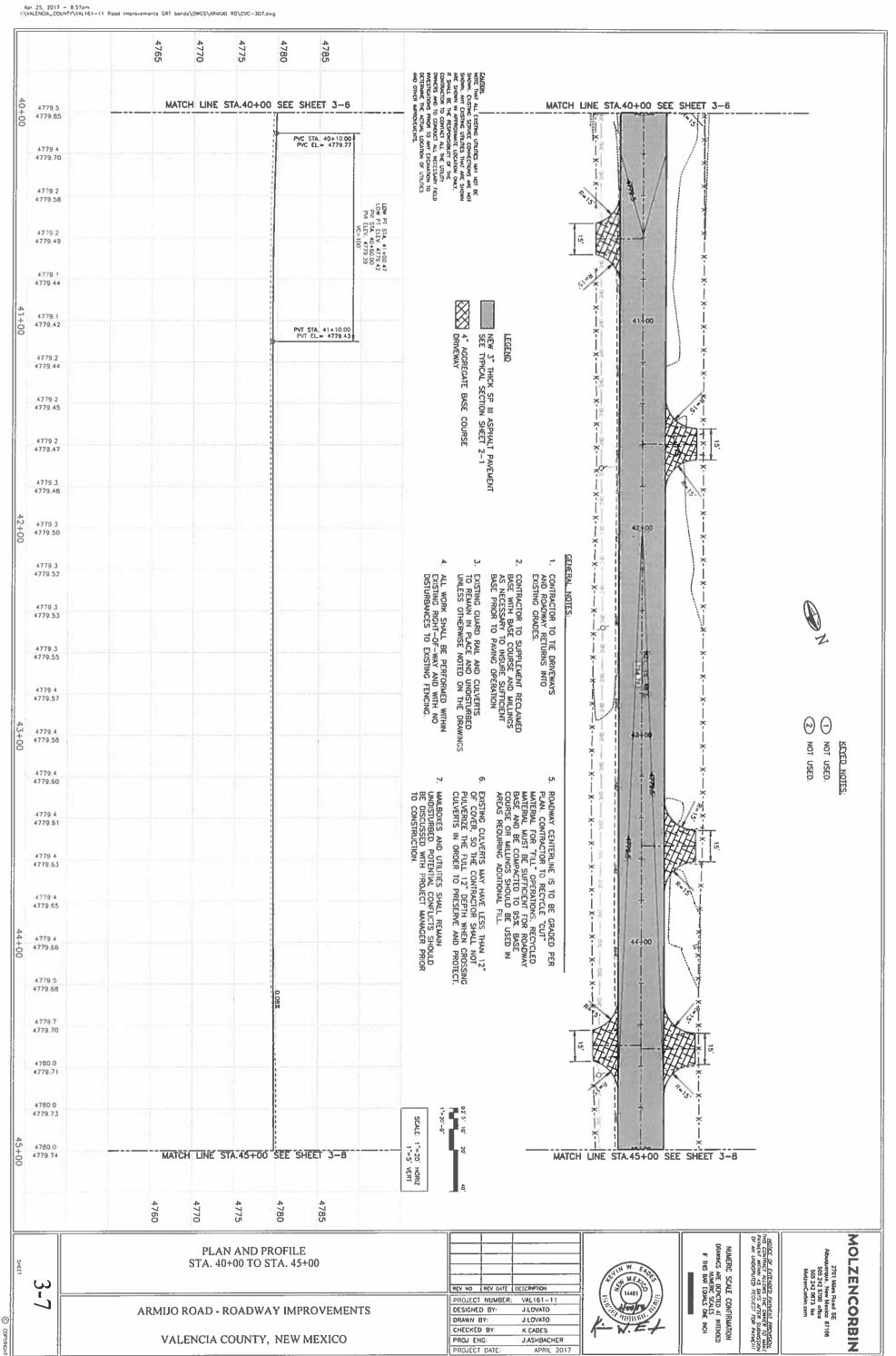
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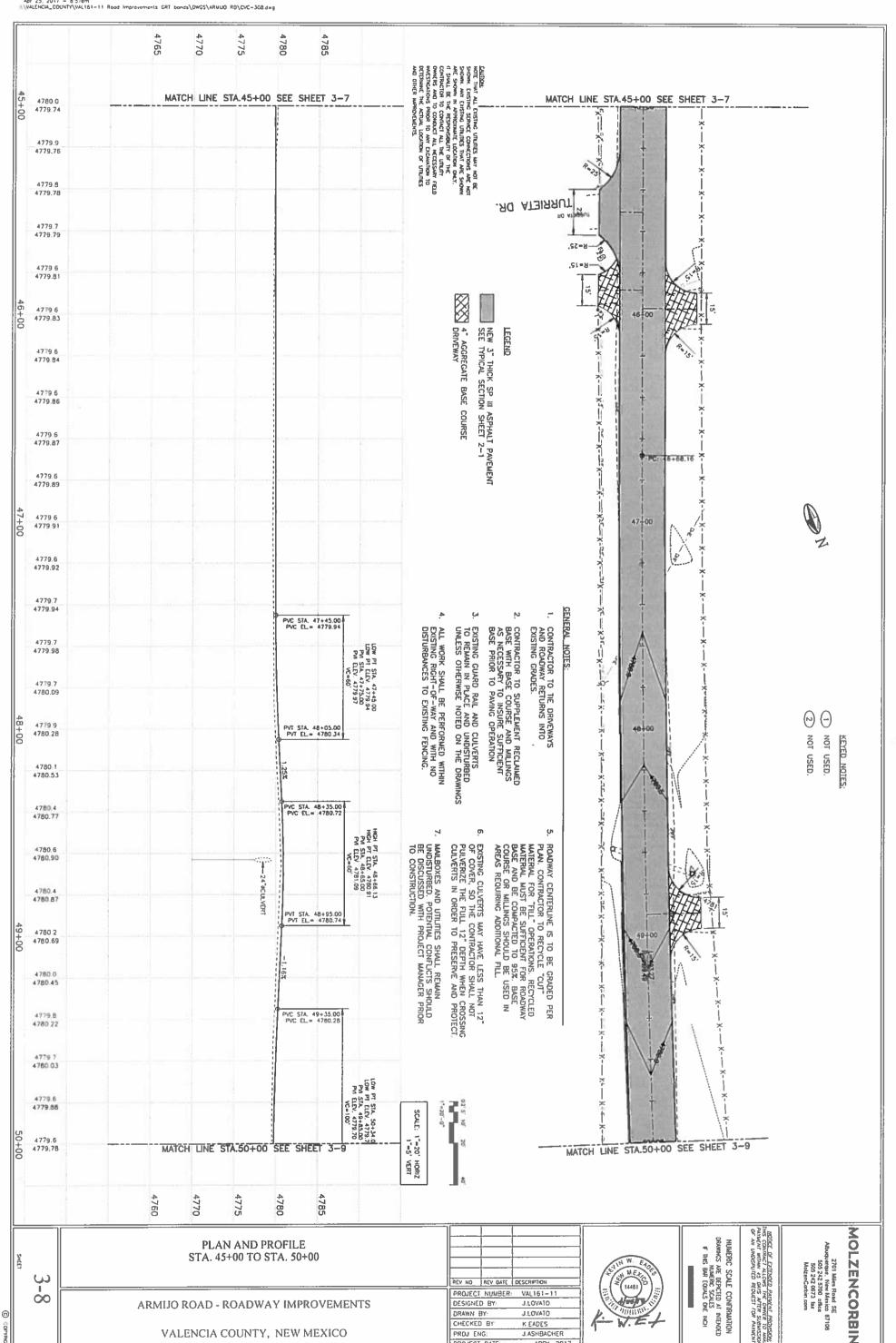


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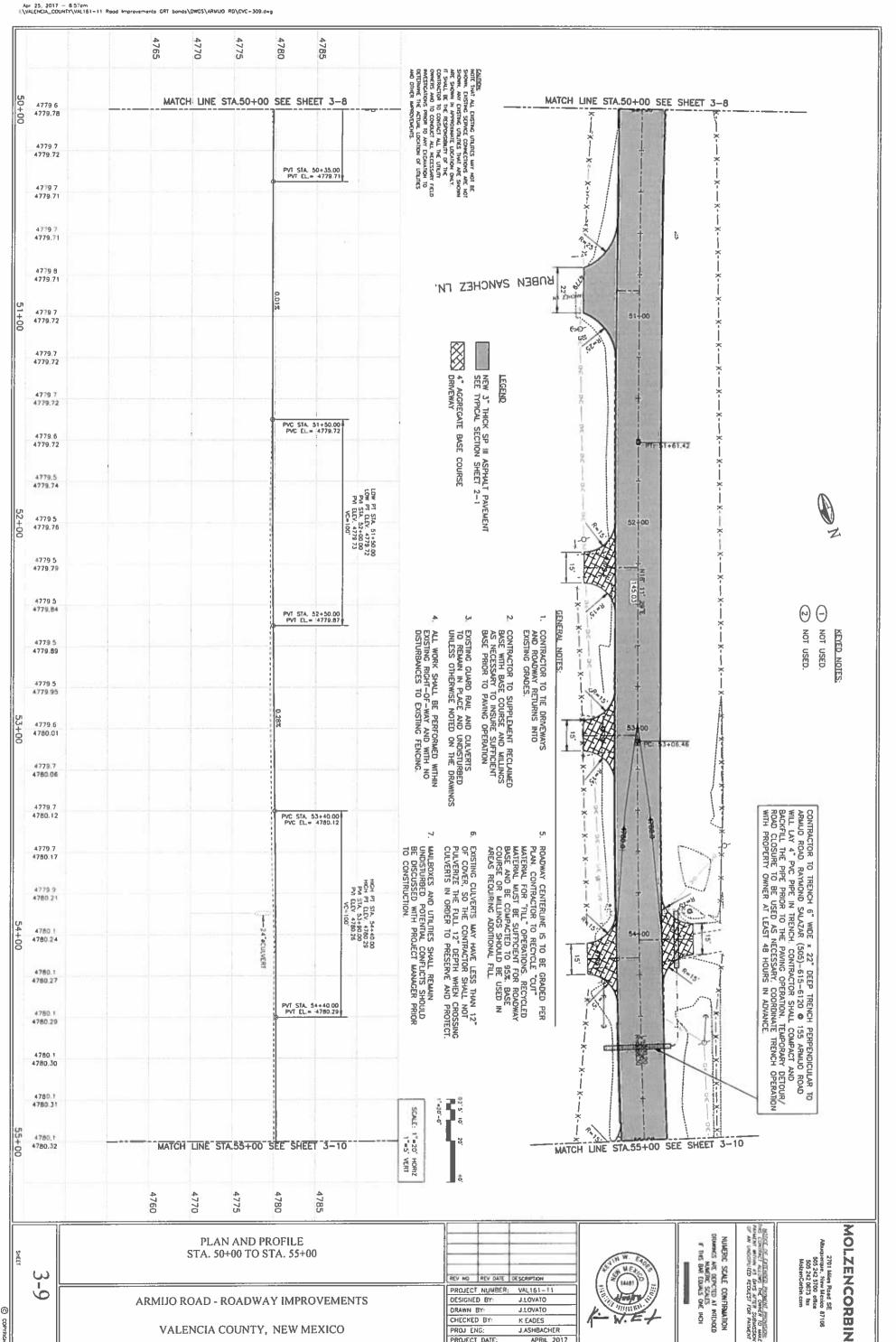
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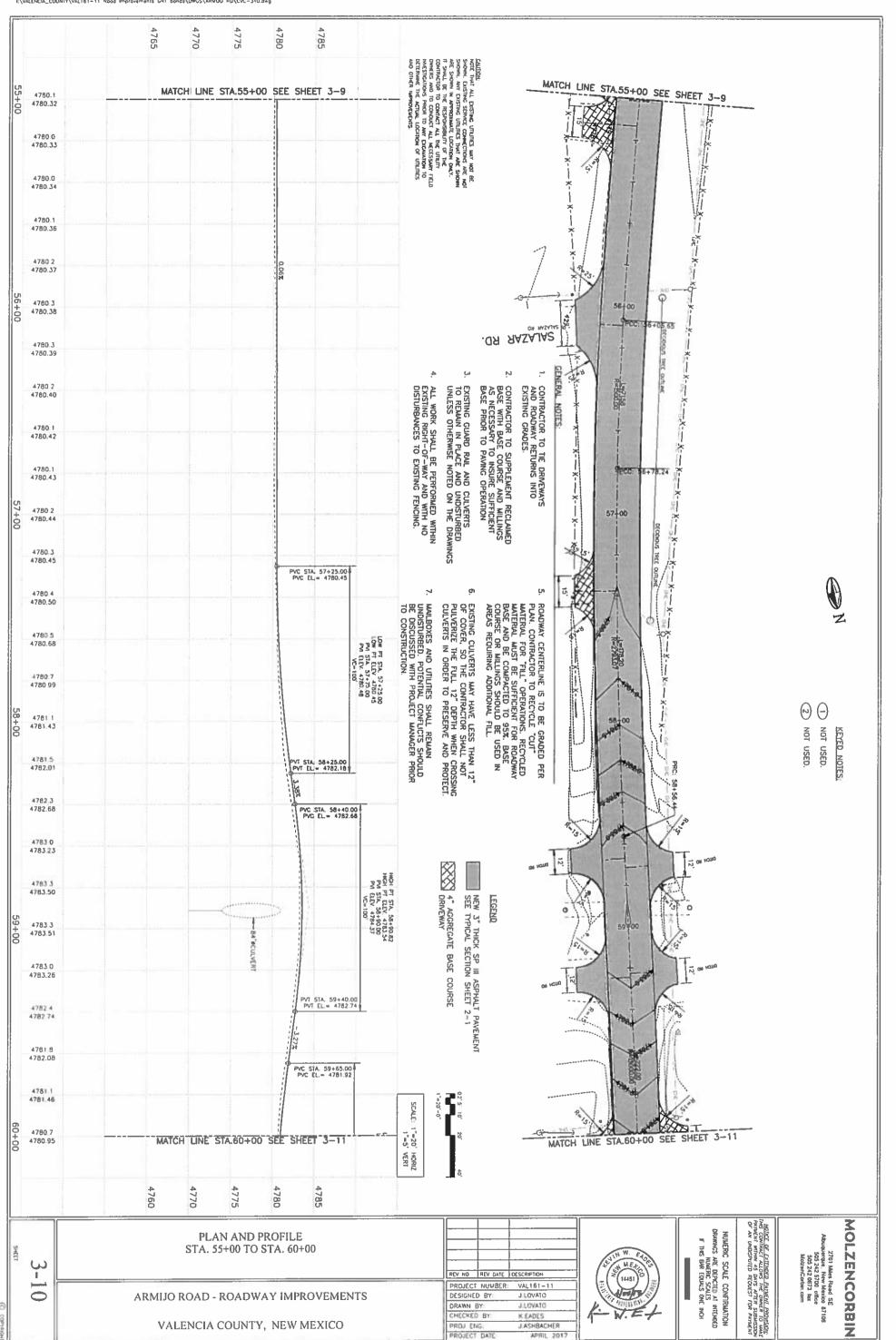


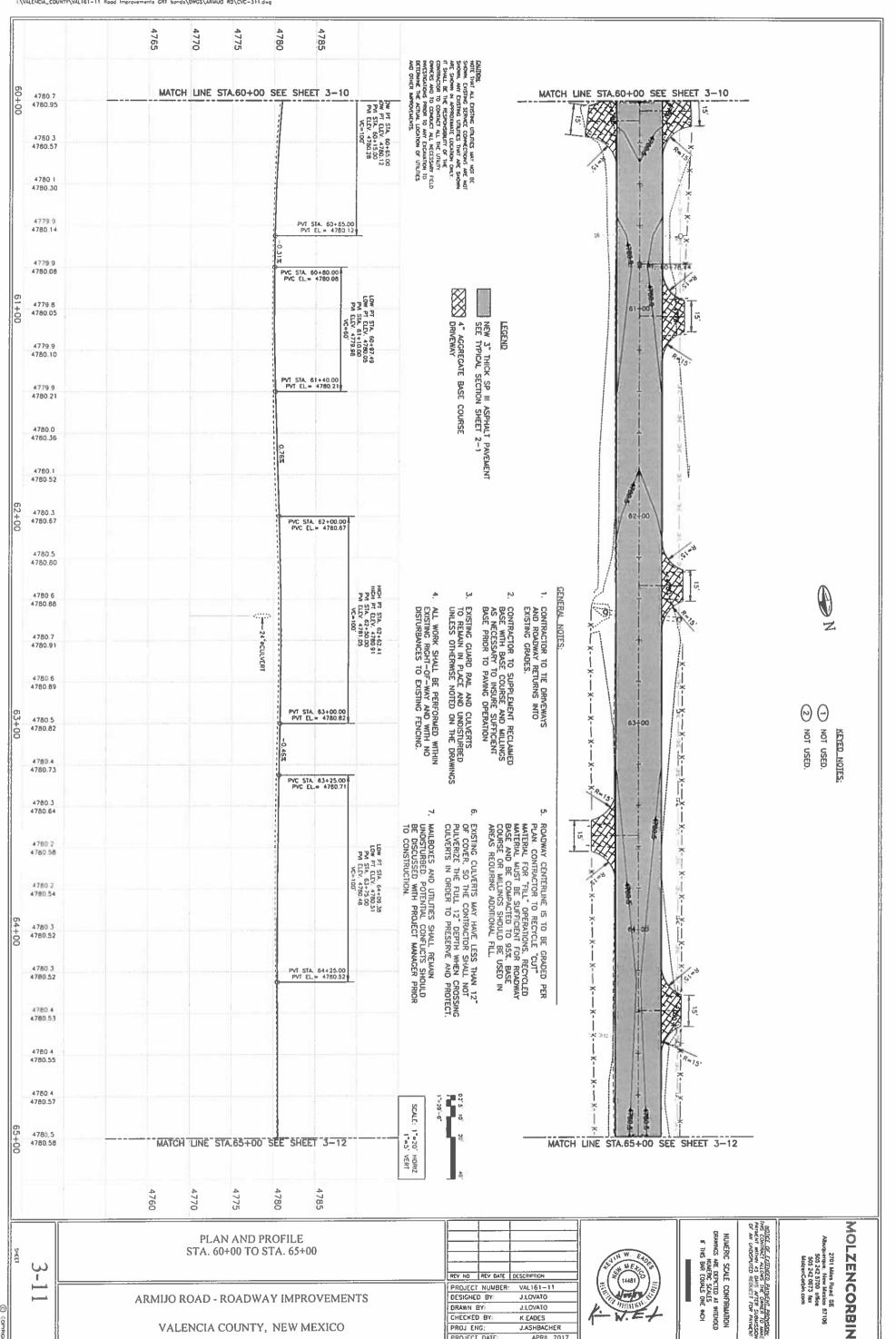
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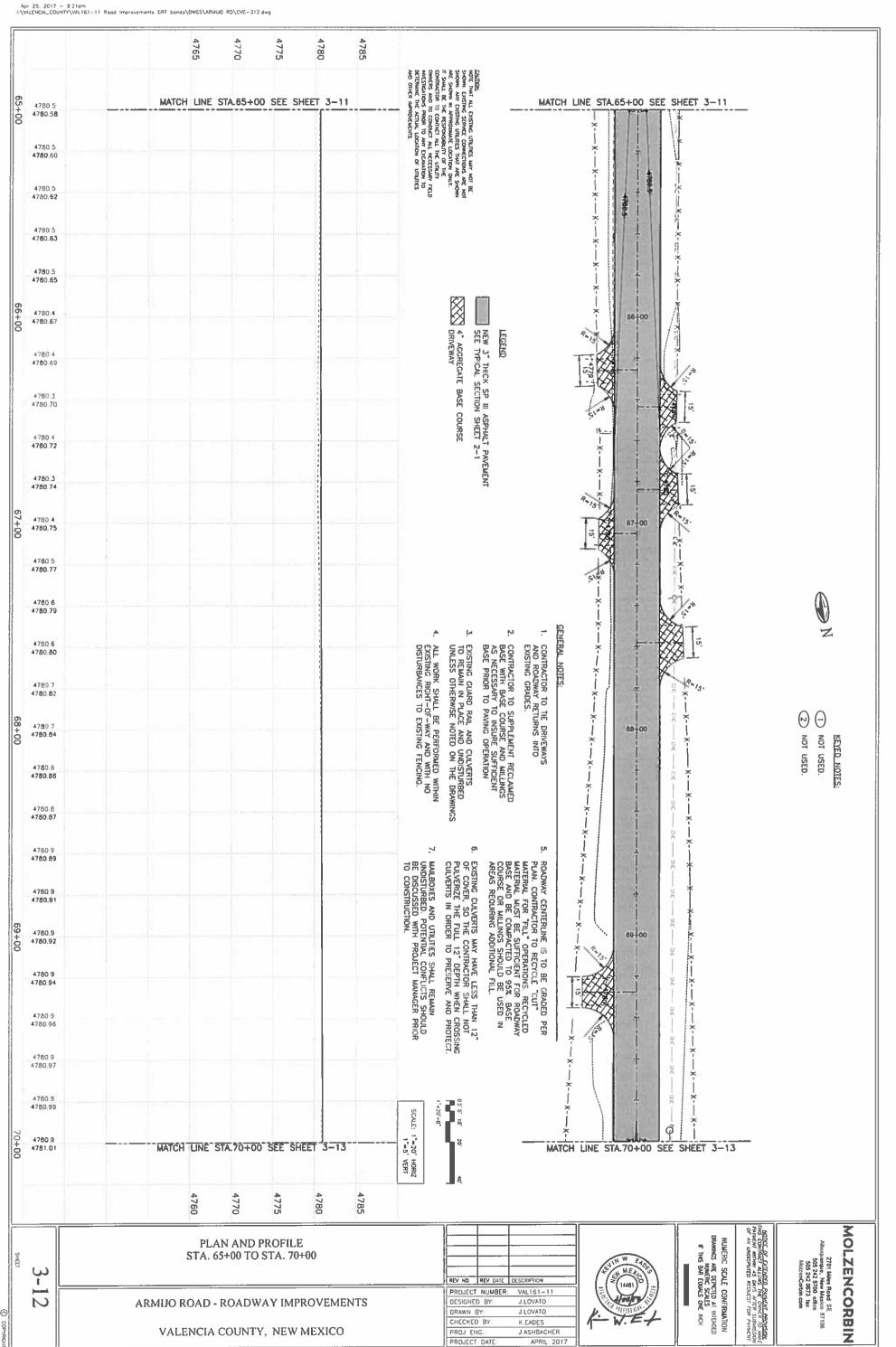


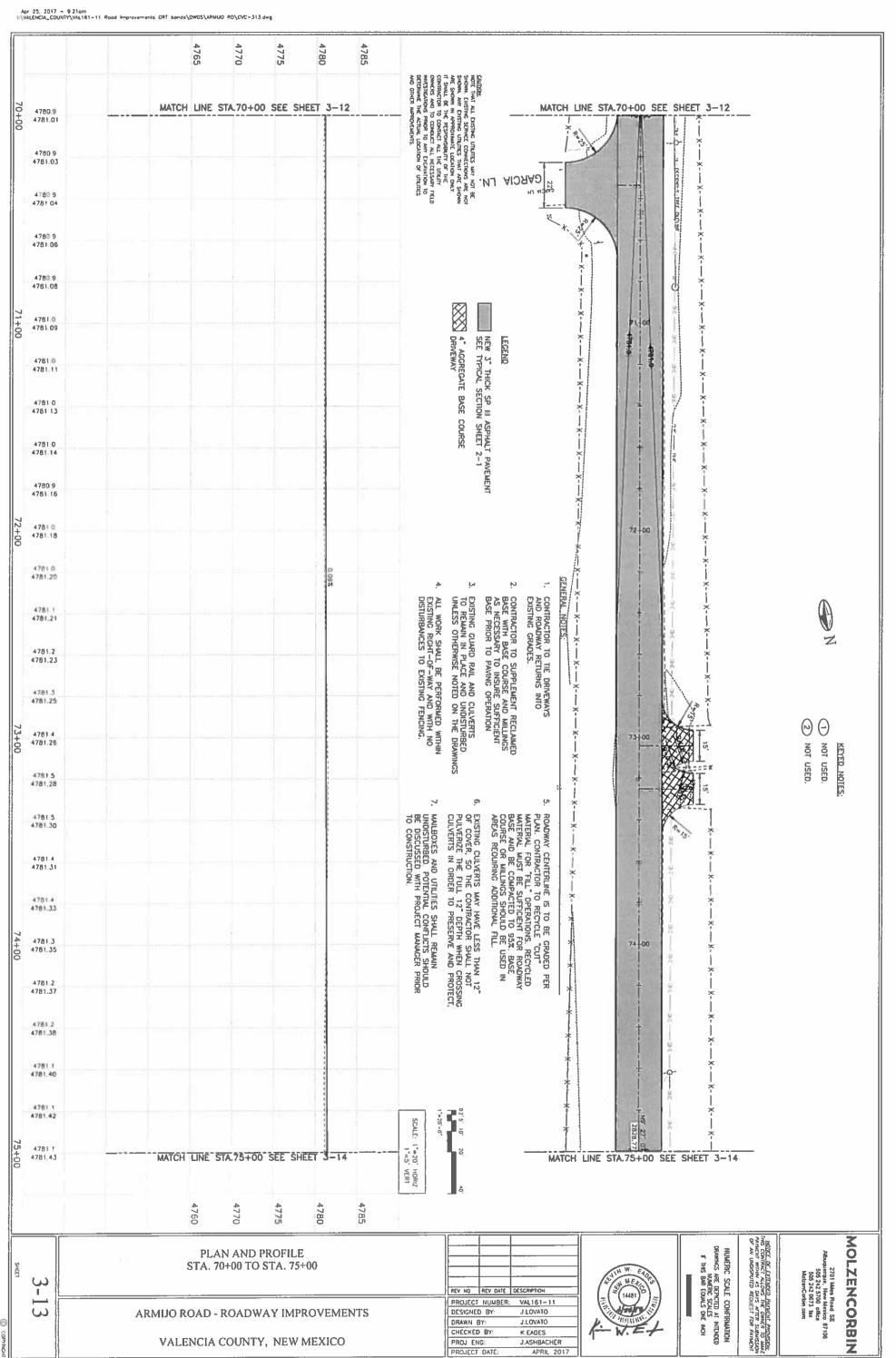
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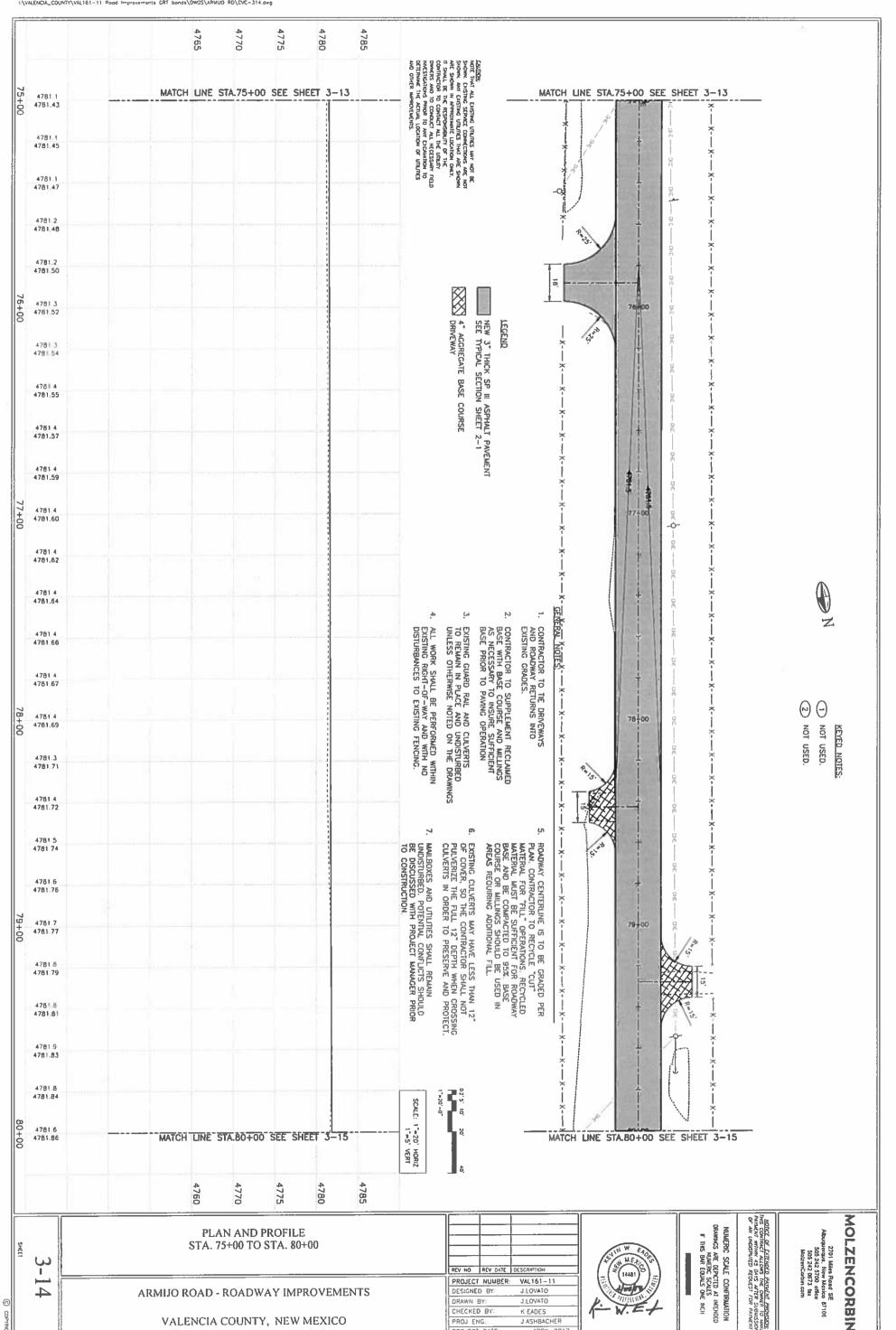
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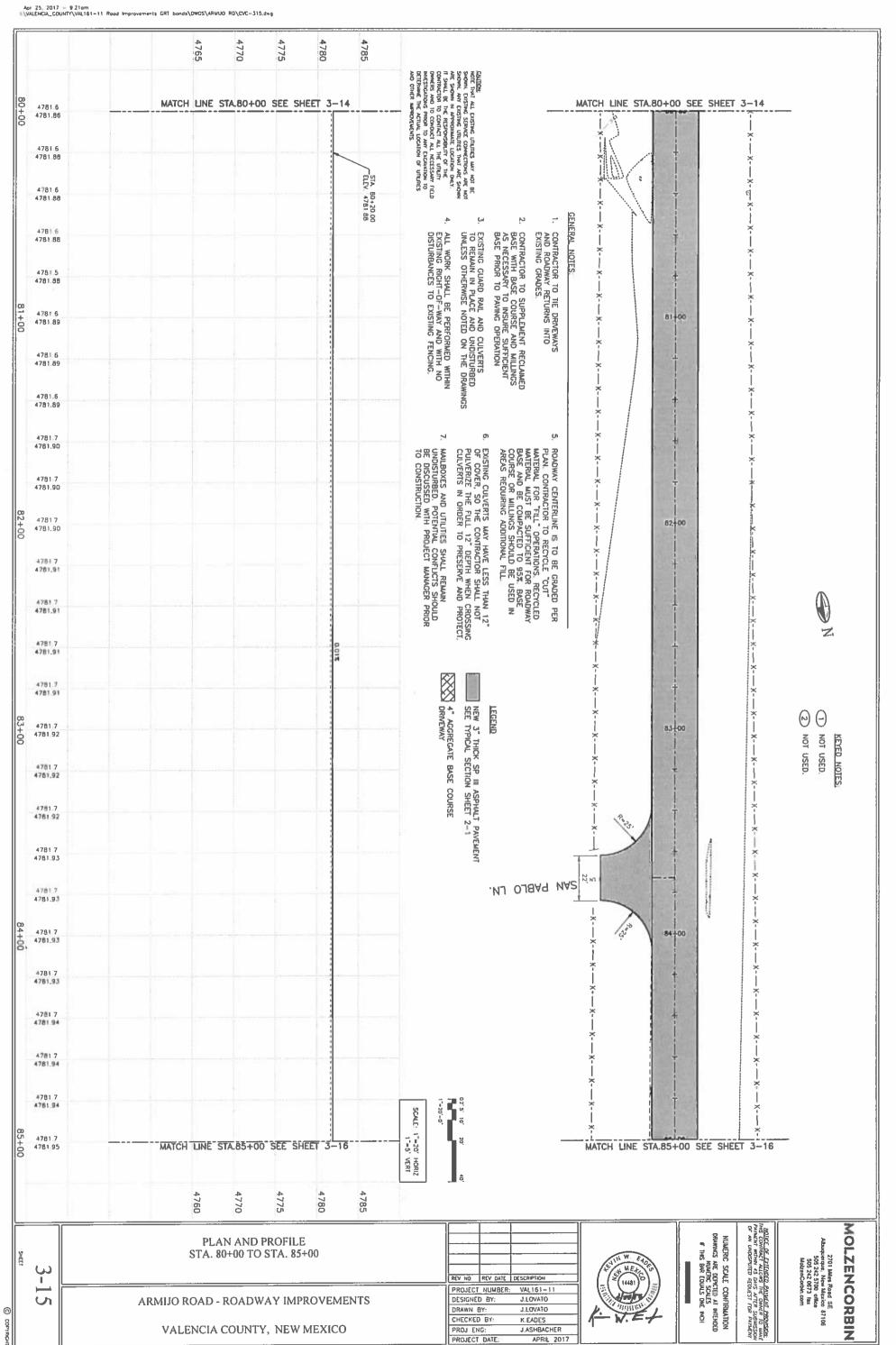


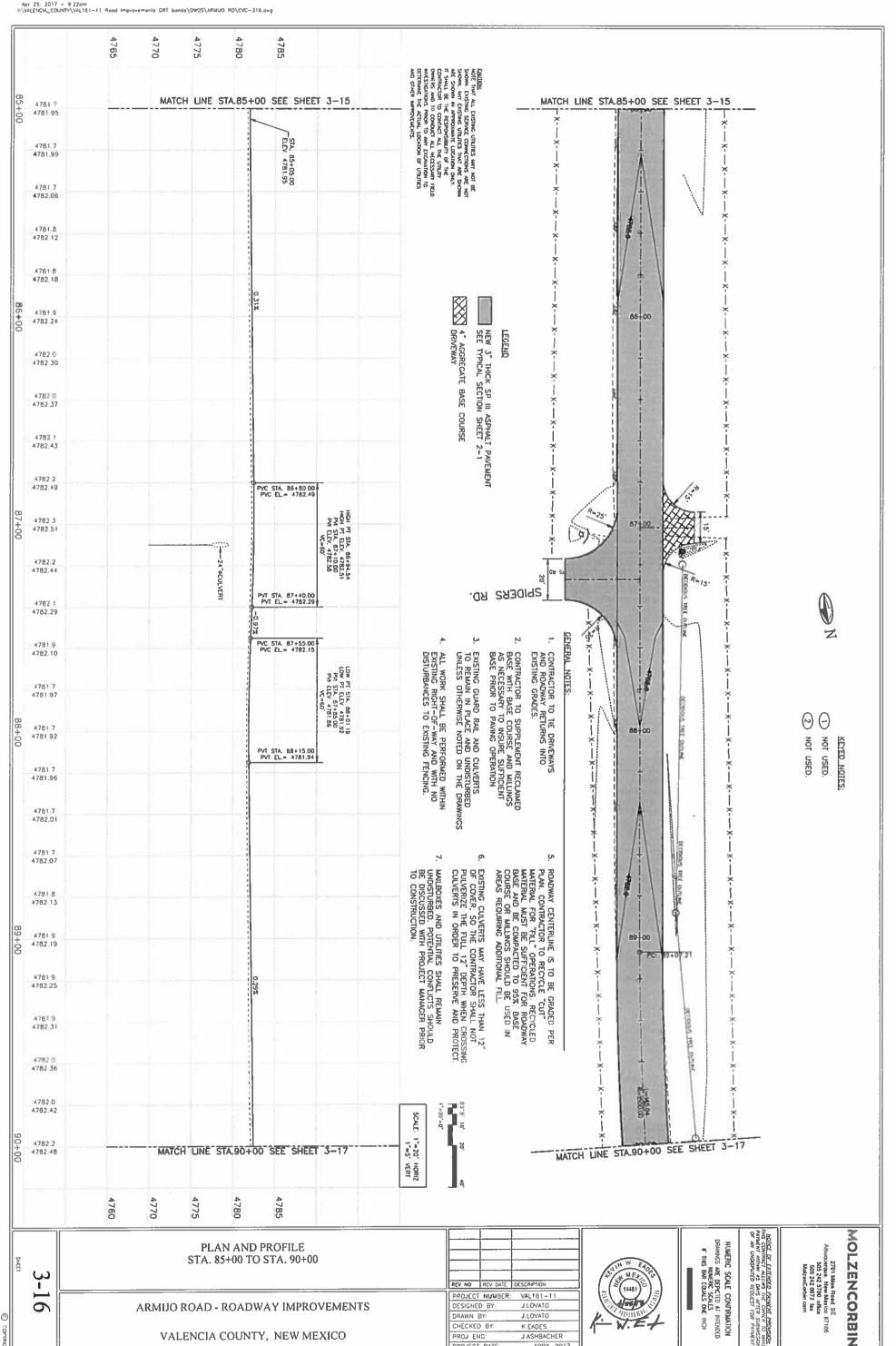


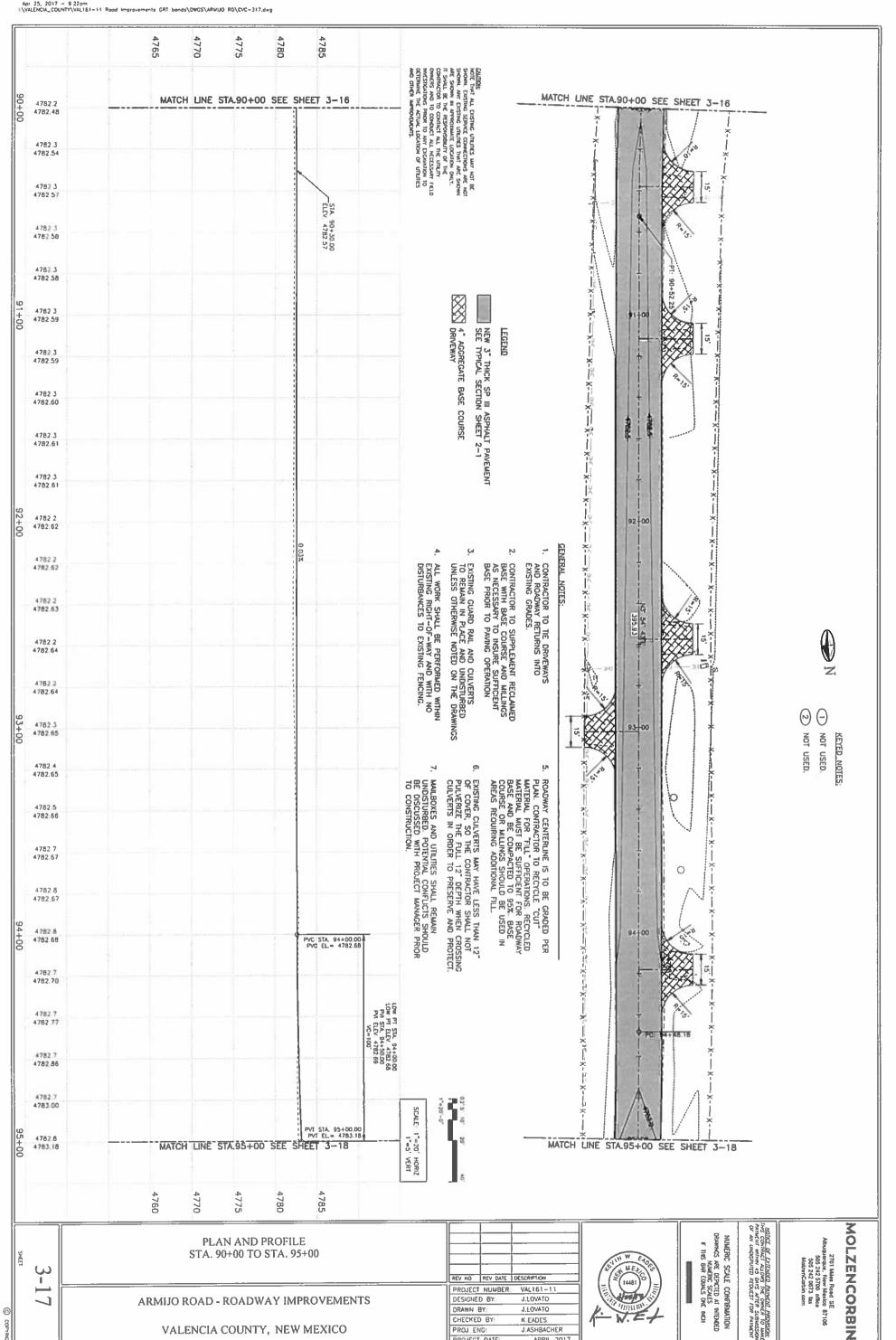


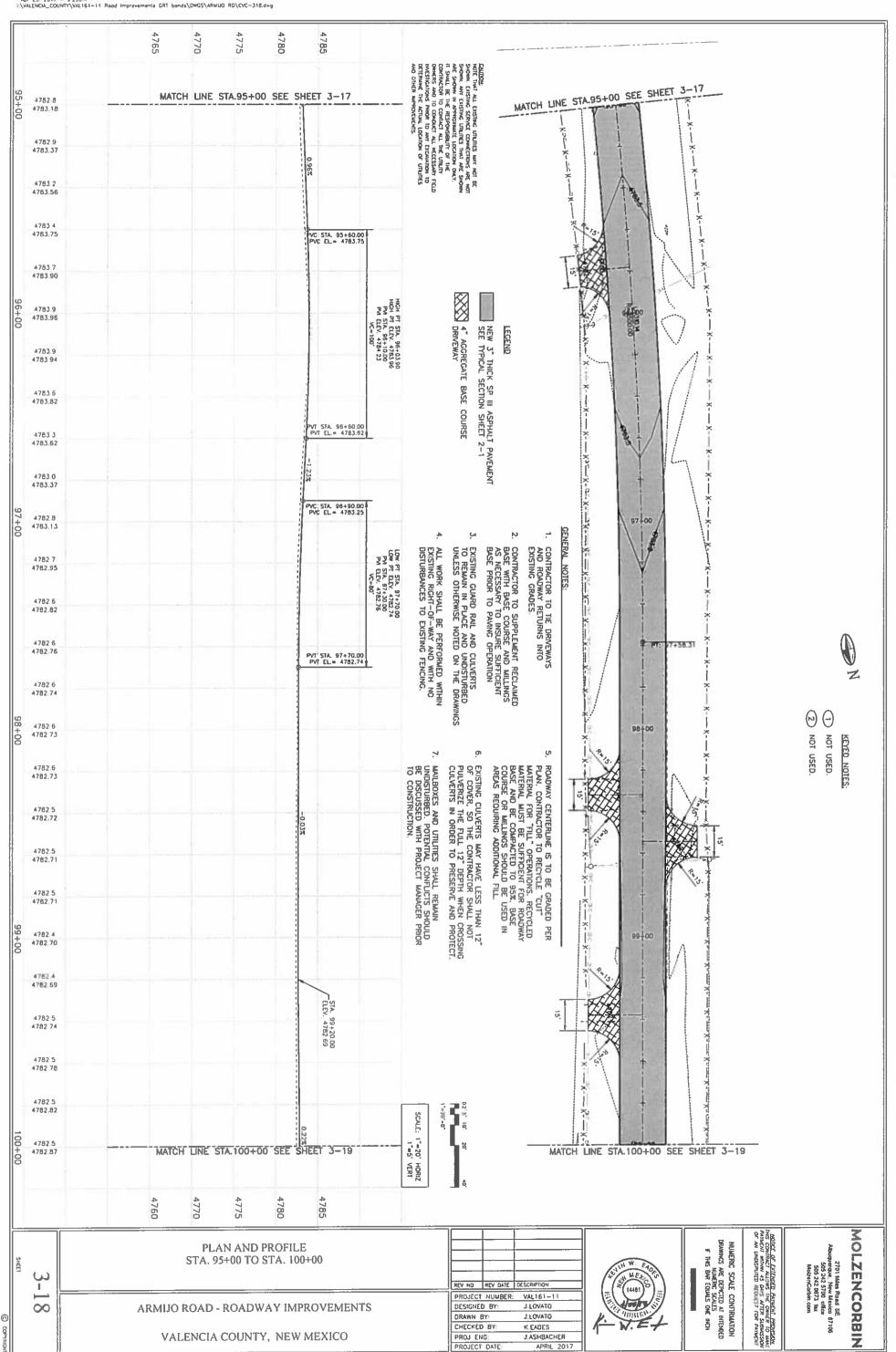


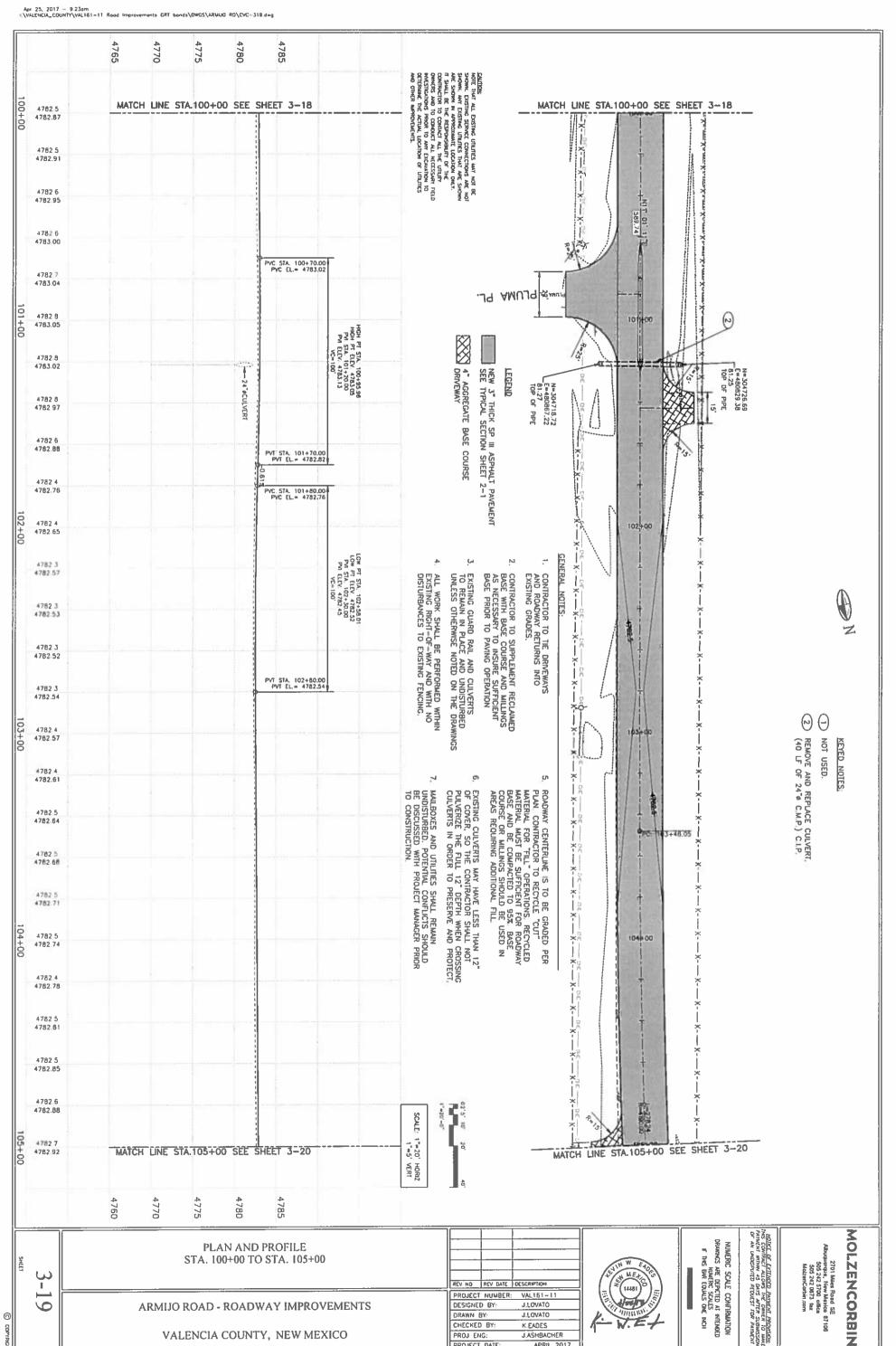
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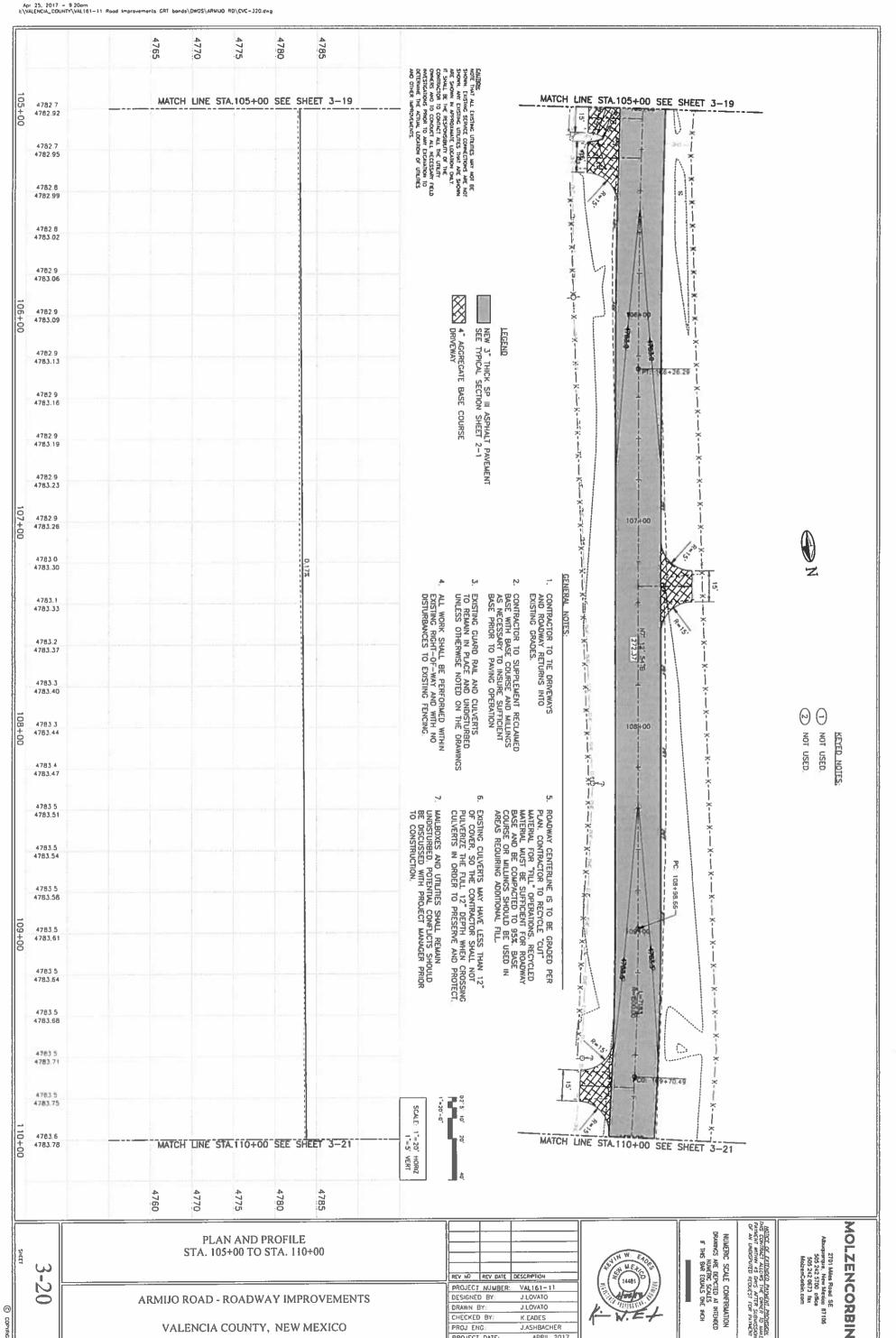


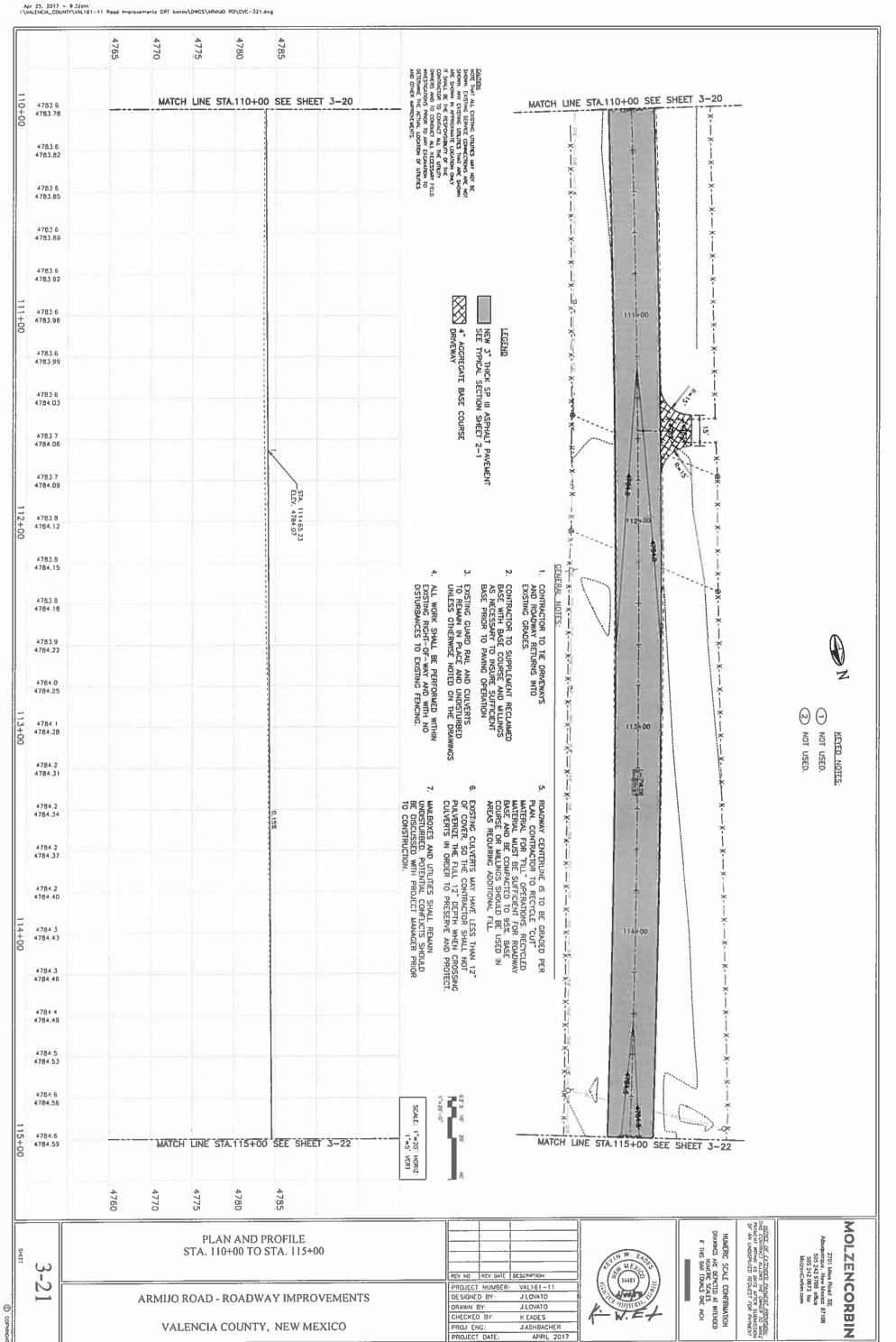


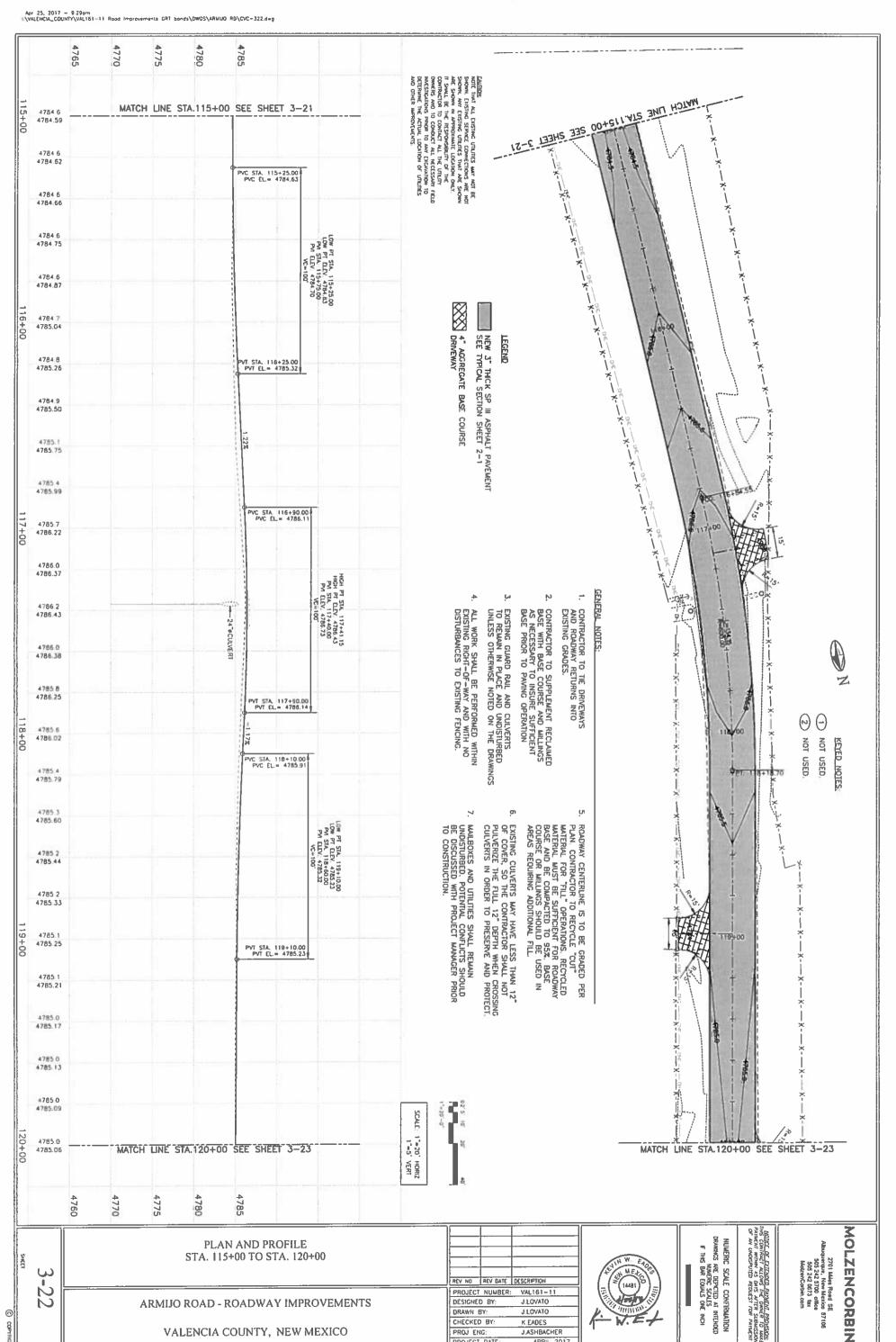




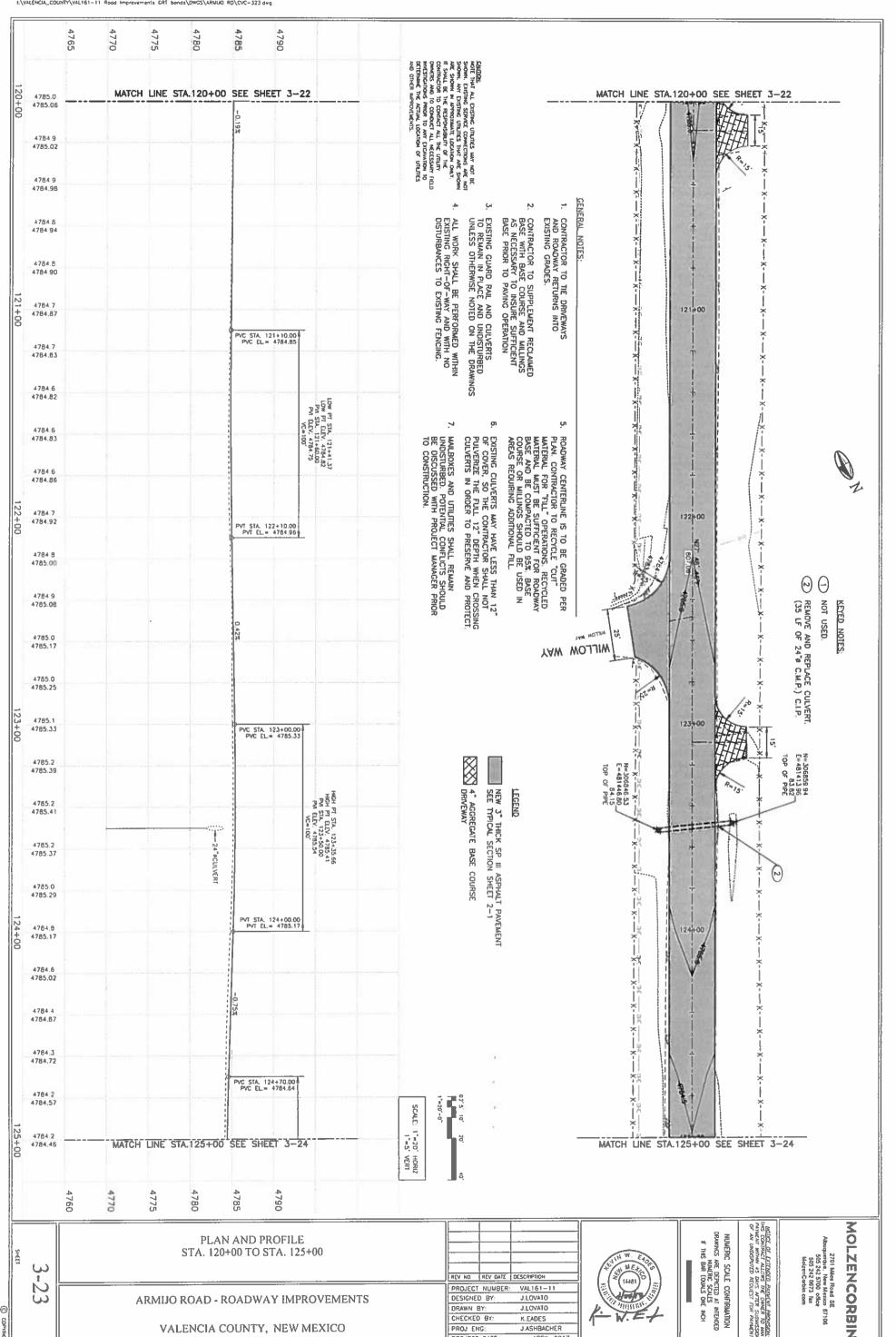






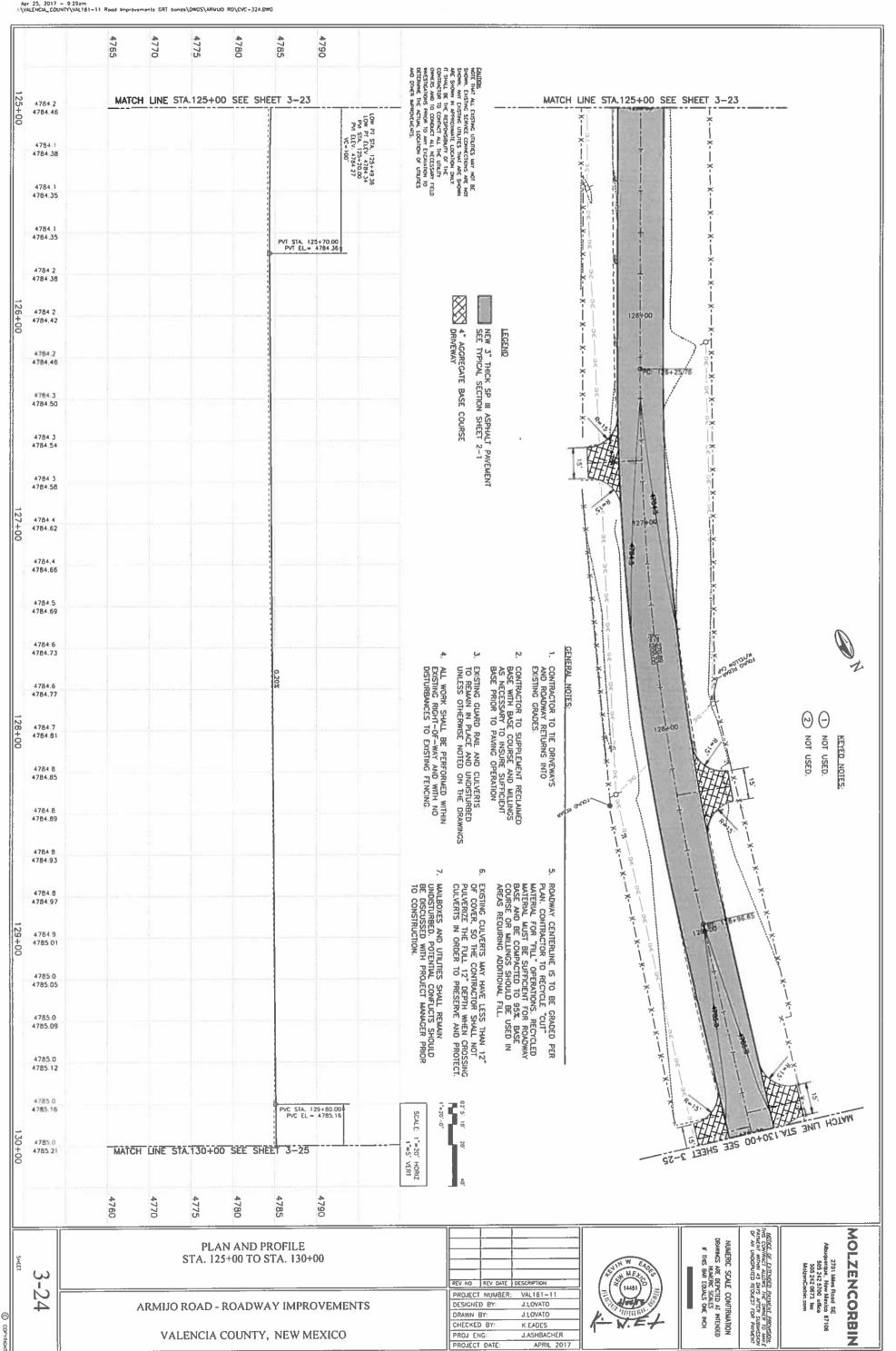


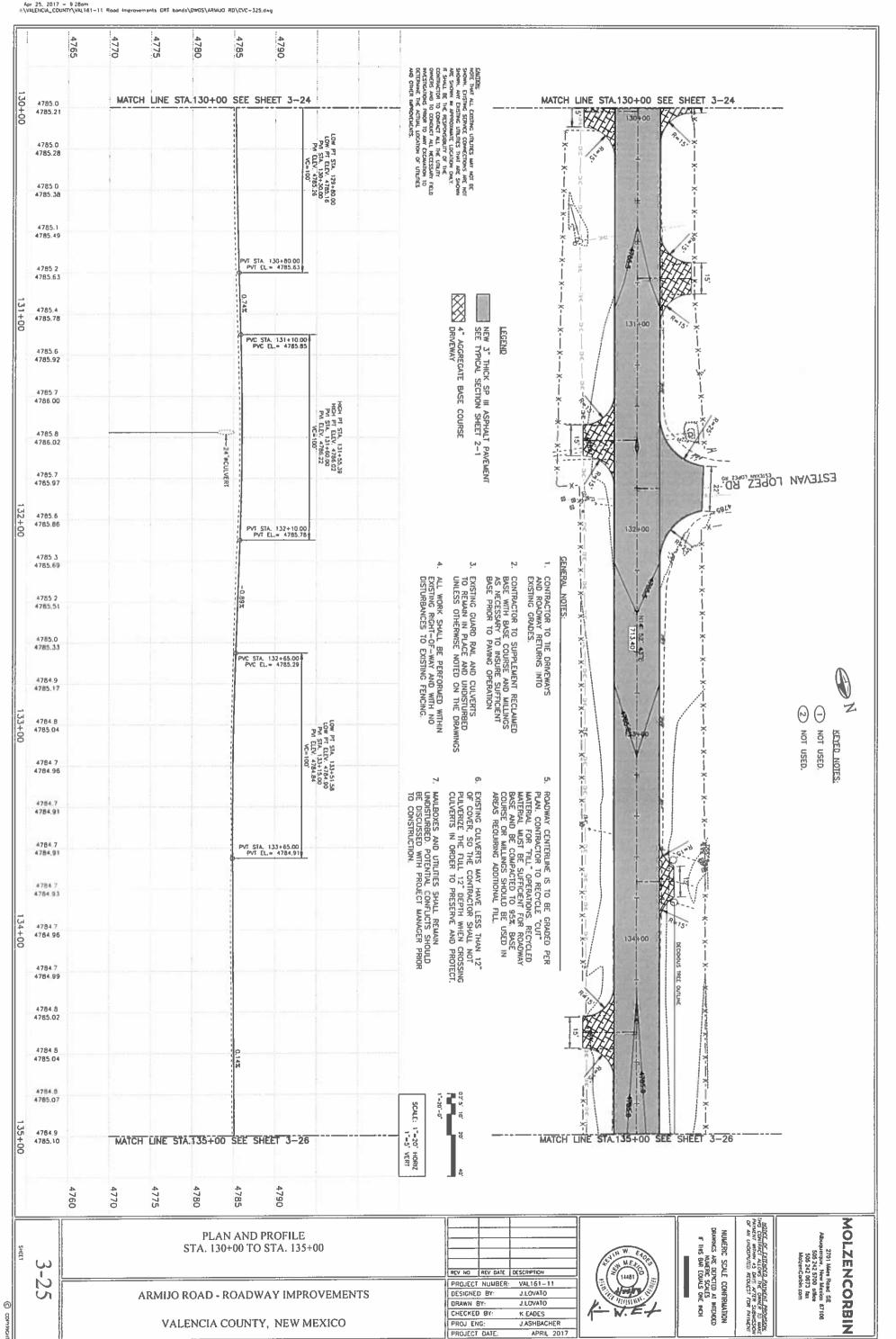
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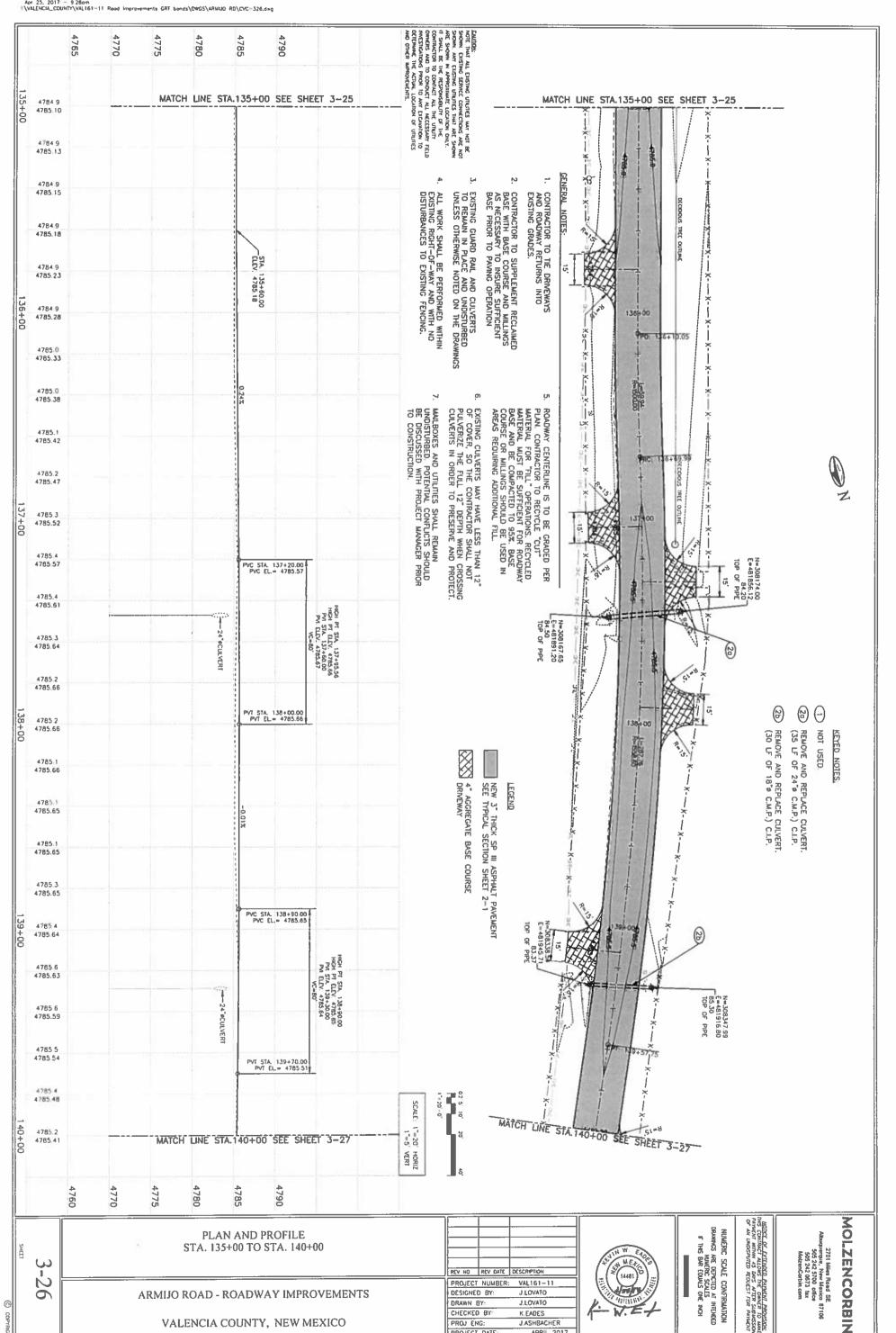


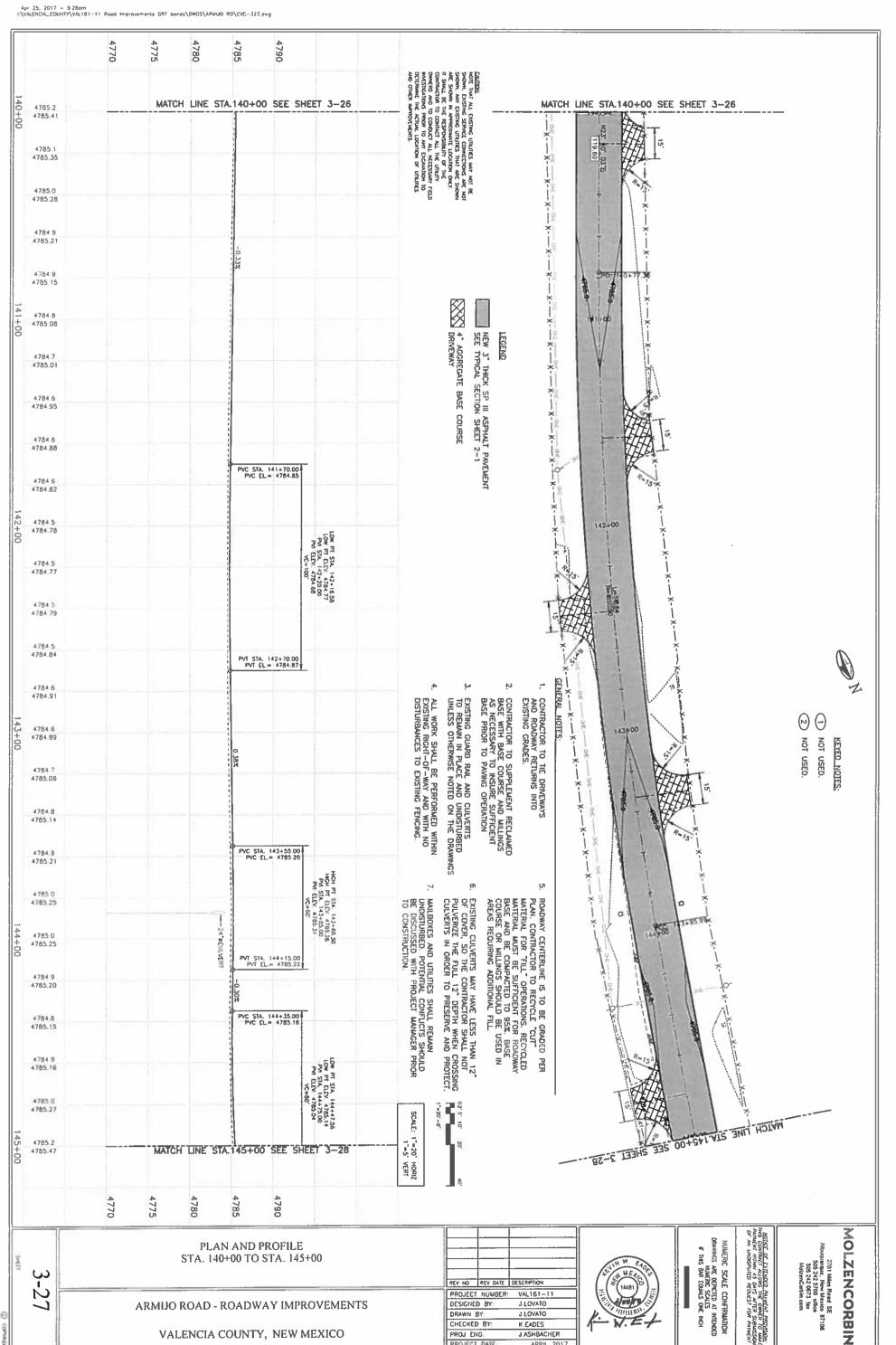
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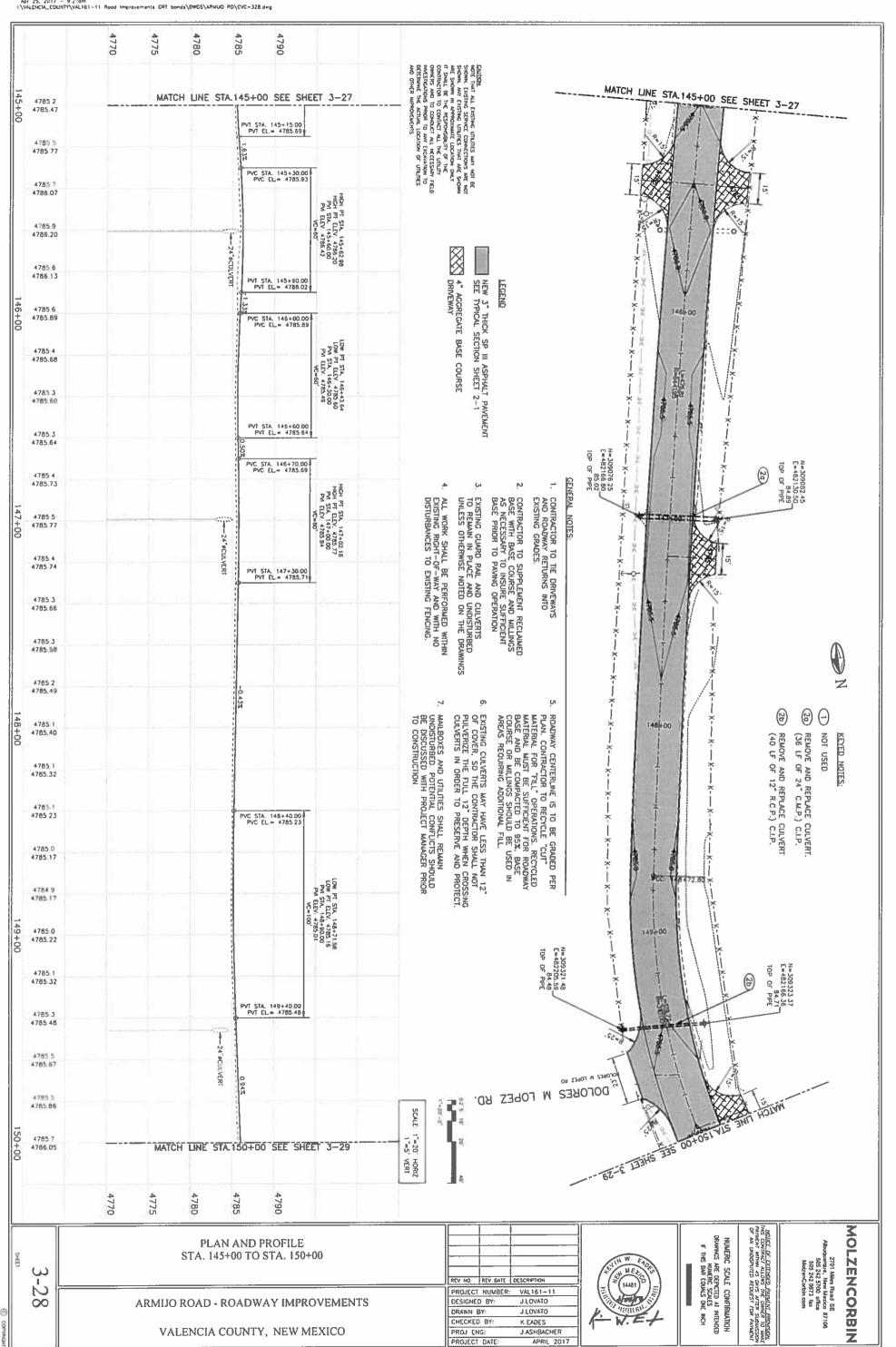
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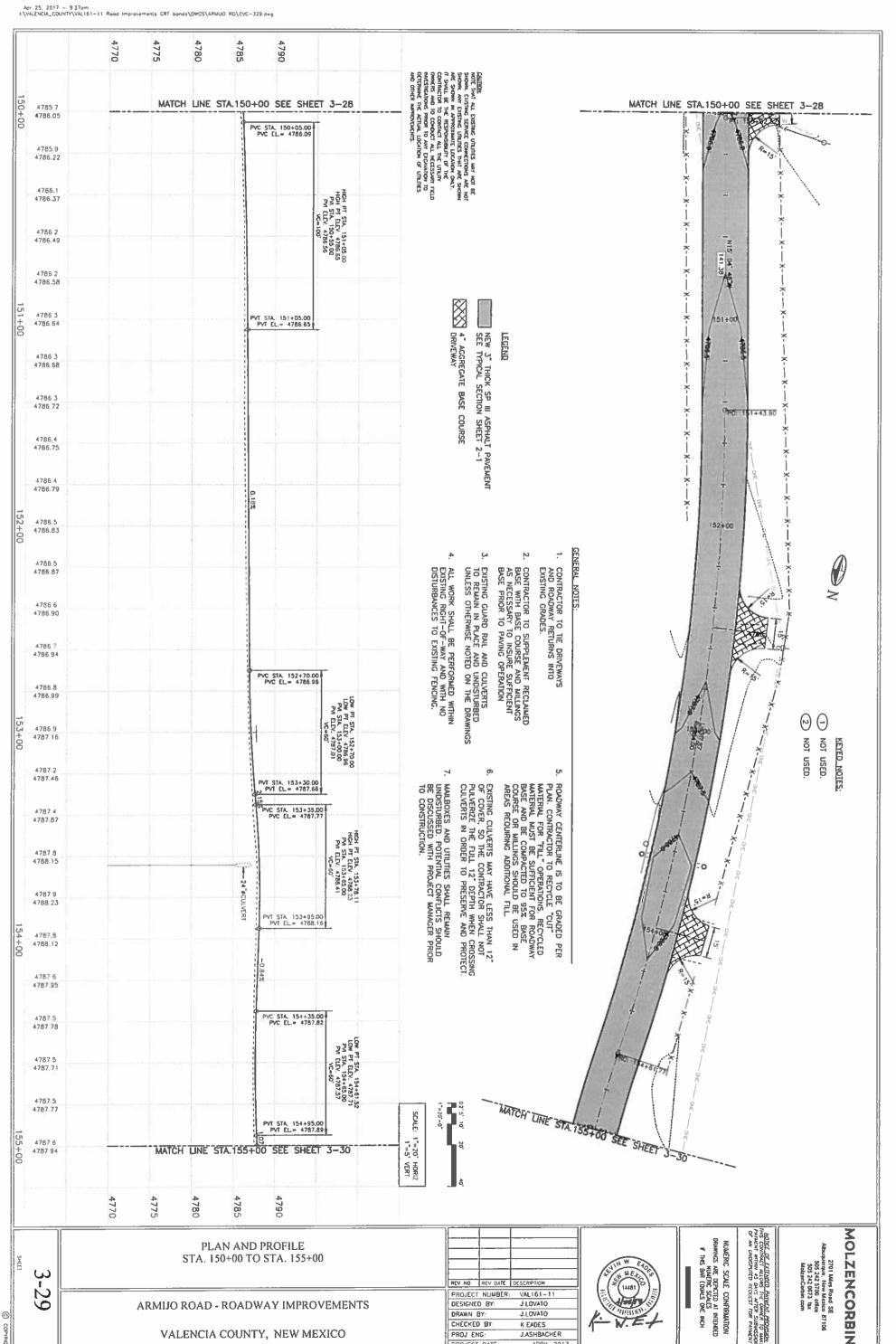


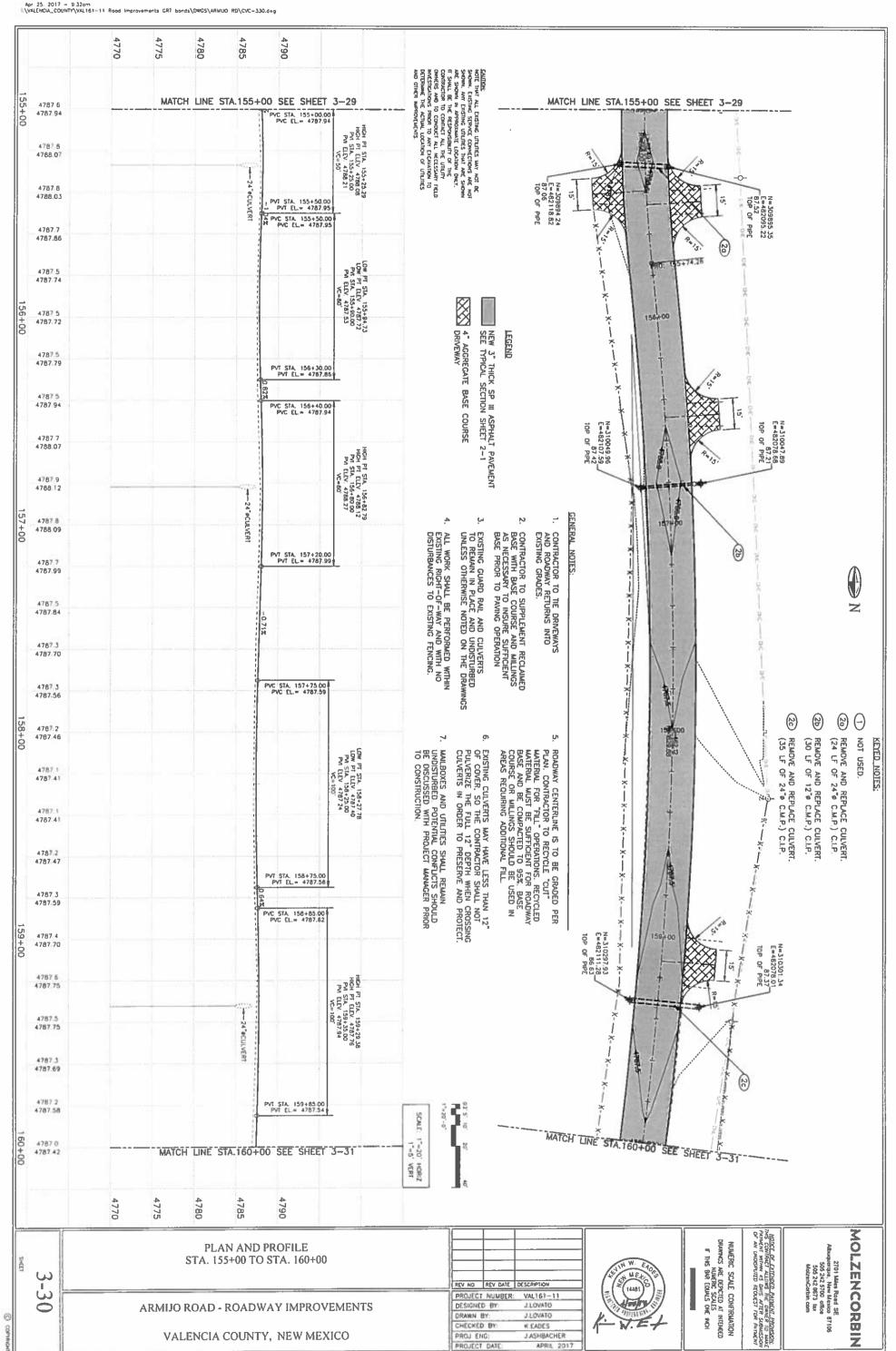


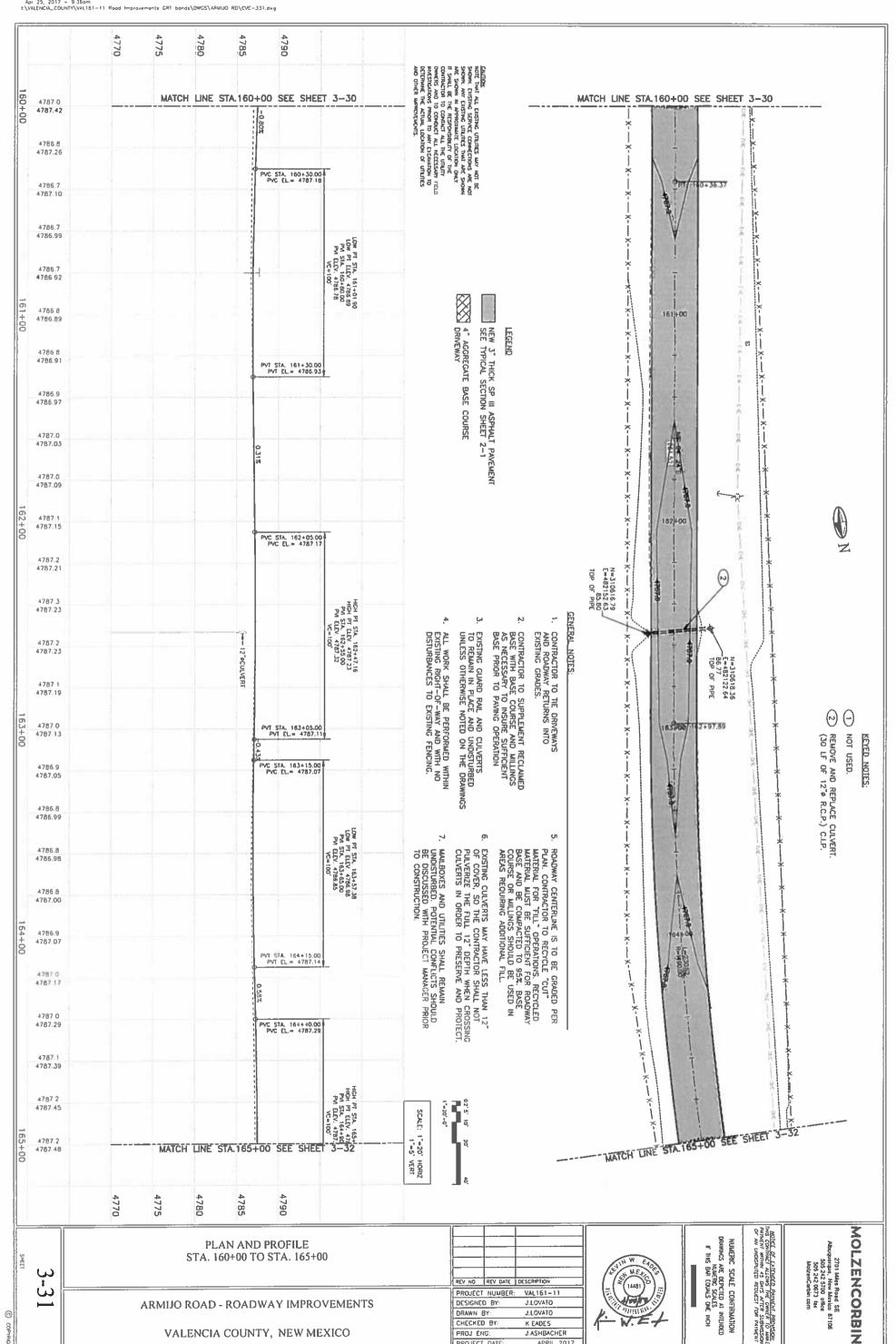


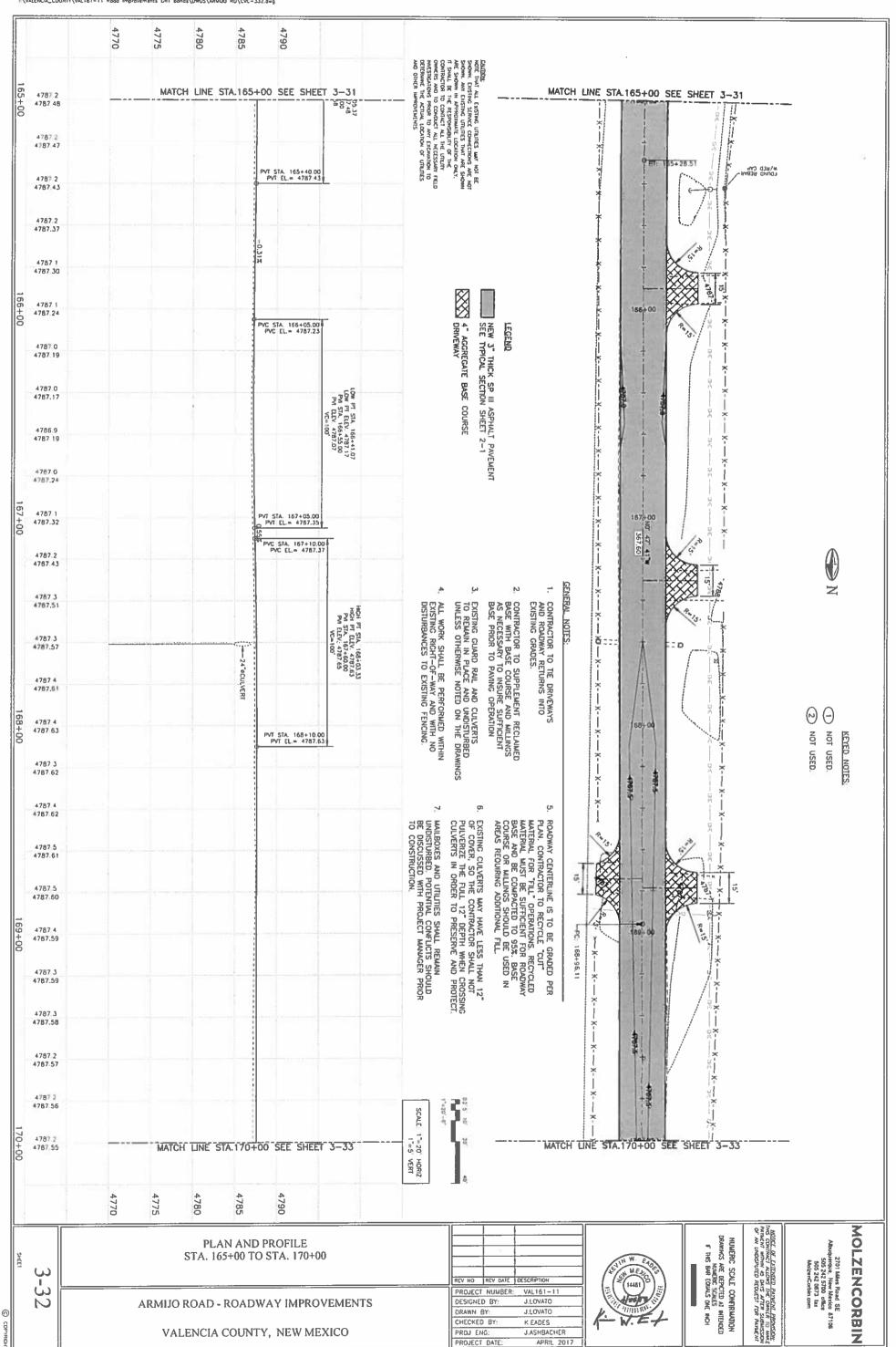


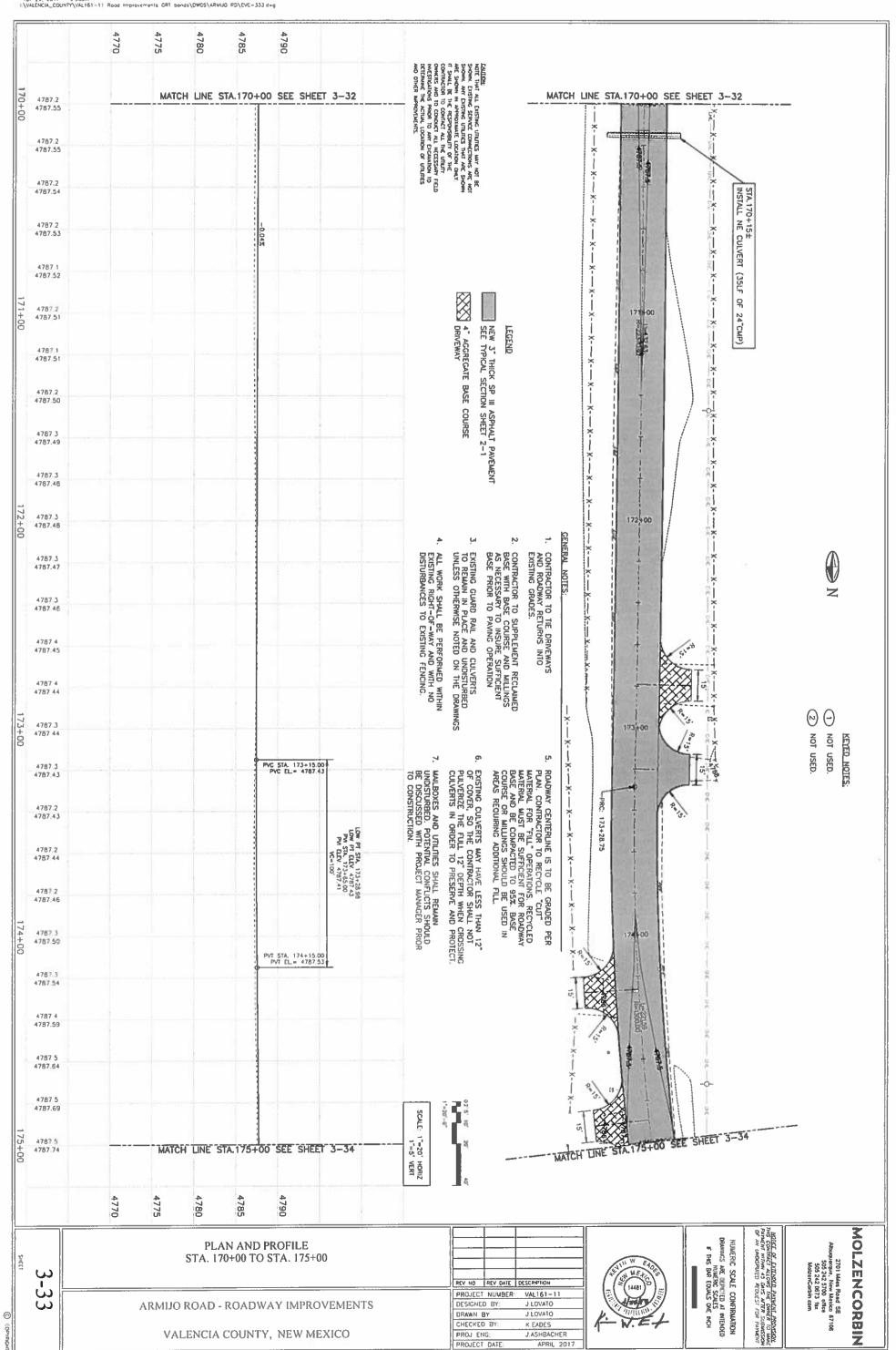


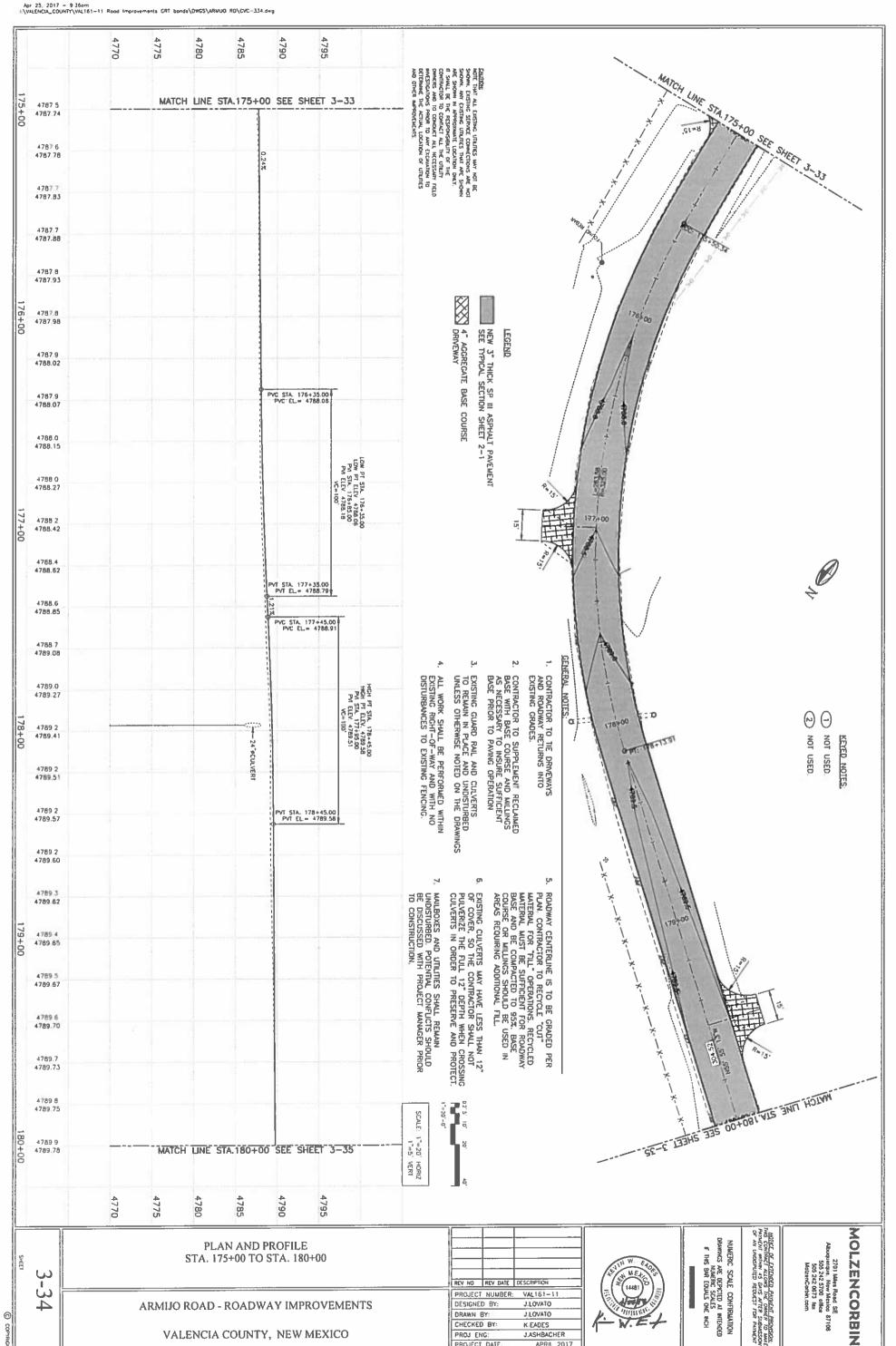


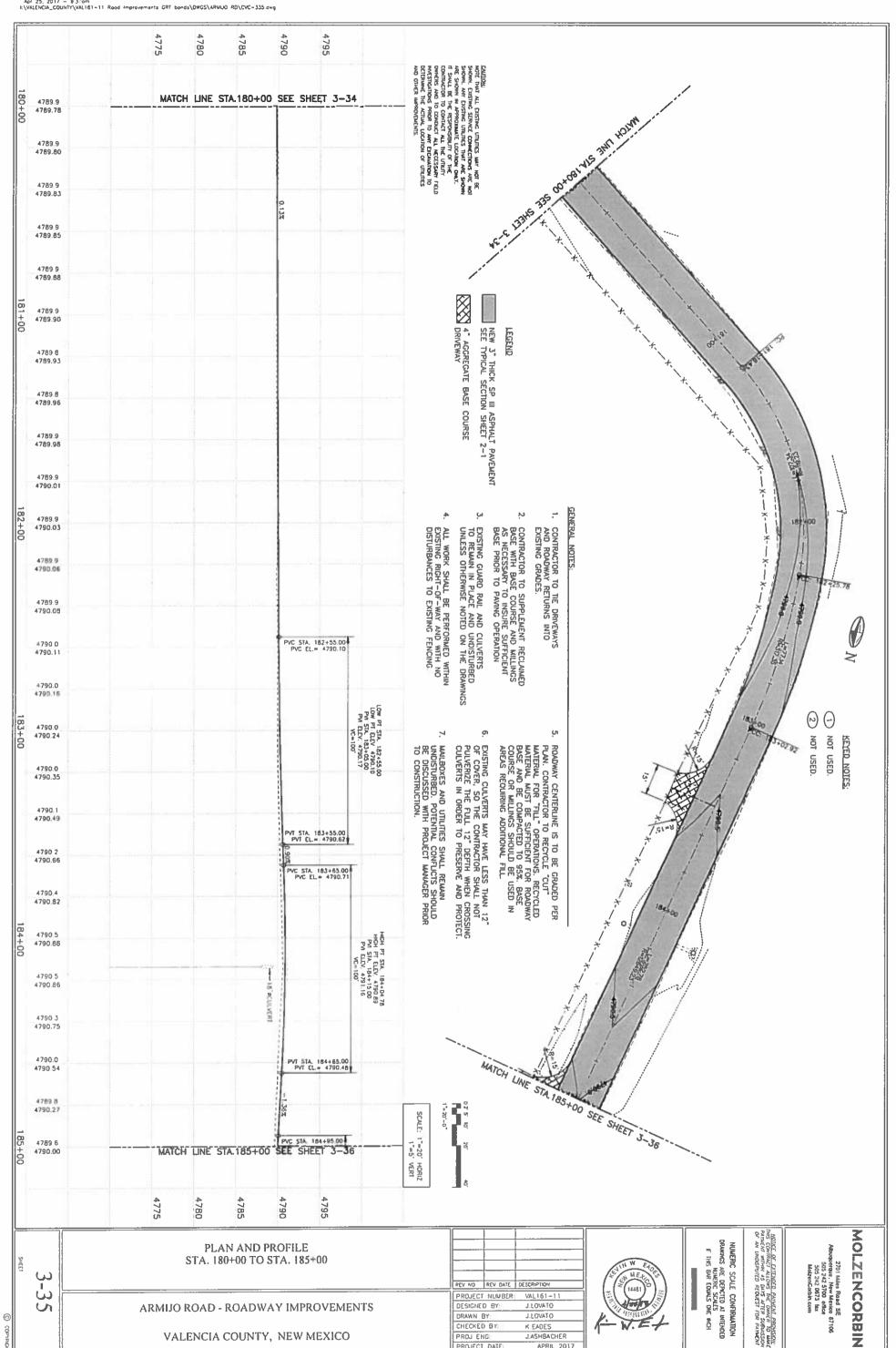


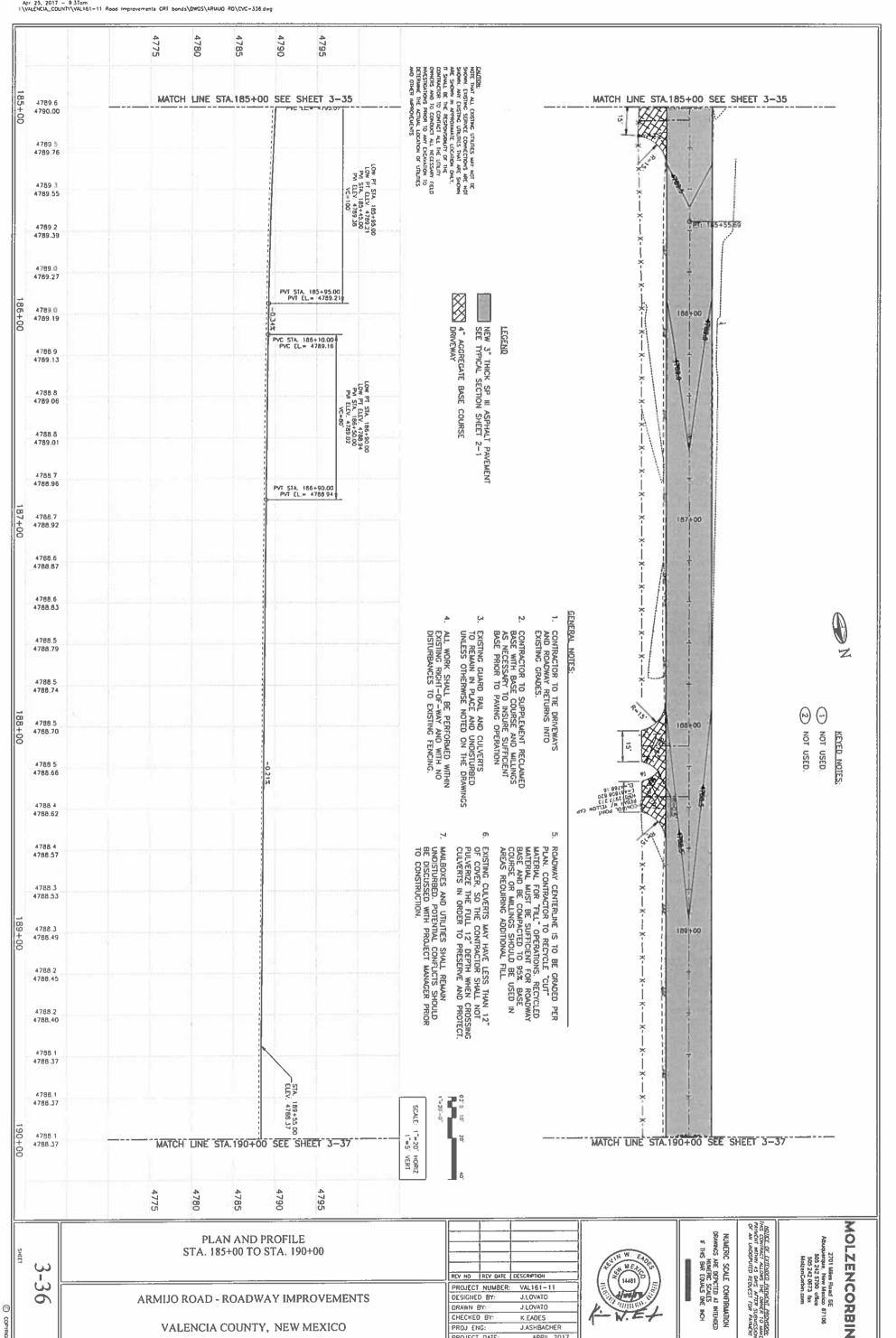


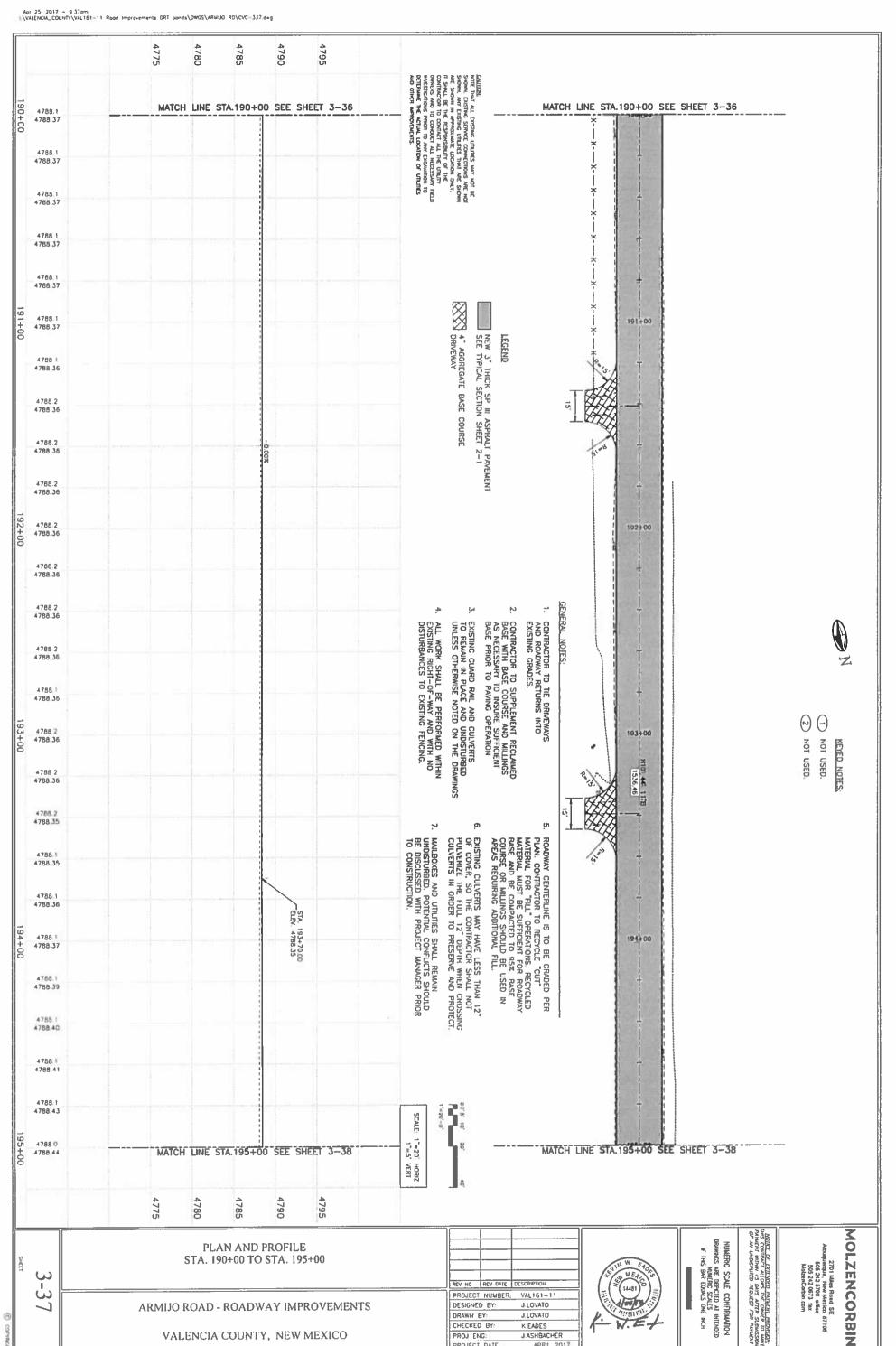


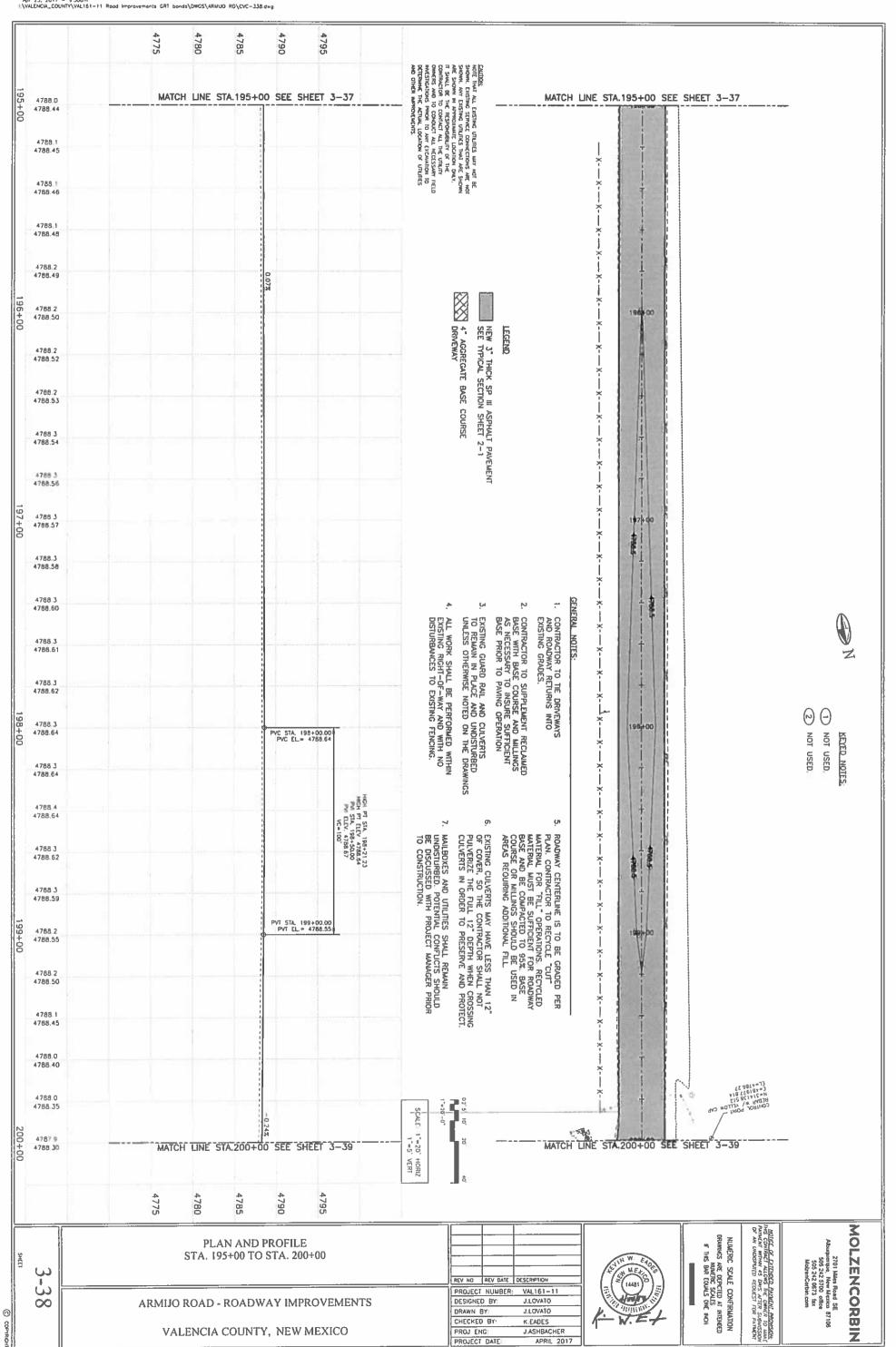


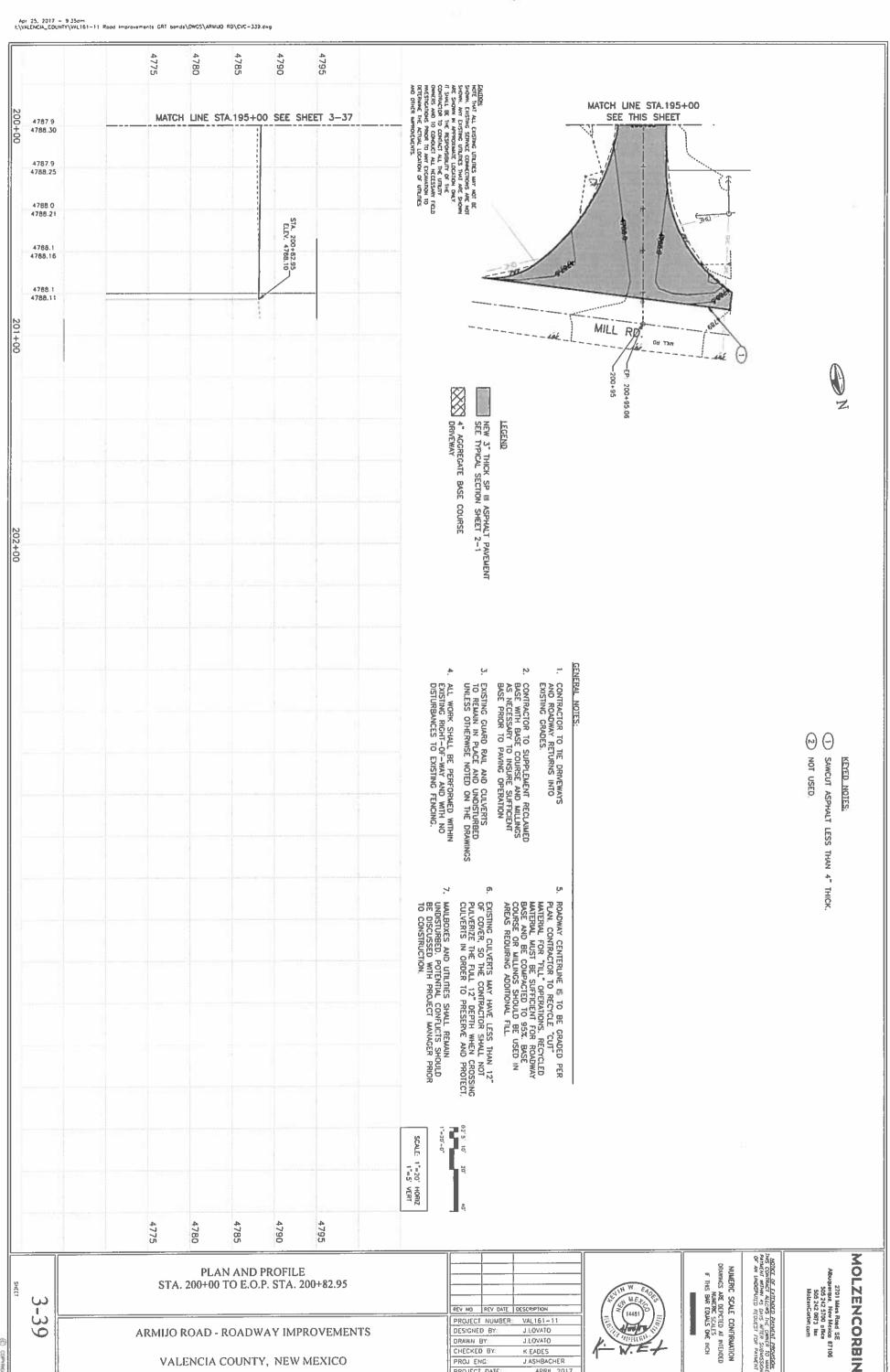












J.ASHBACHER

VALENCIA COUNTY, NEW MEXICO

FROM B.O.P. TO E.O.P. CONTRACTOR SHALL (
ROADWAY ONE LANE AT A TIME TO MAINTAIN
RESIDENCE. CONSTRUCT ACCESS TO 푦

CONTRACTOR SHALL COORDINATE WITH VALENCIA COUNTY IF LANE CLOSURES AND DETOURS ARE REQUIRED.

1. THE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL PERMITS NECESSARY TO COMPLETE THE WORK INCLUDING BUT NOT LIMITED TO BARRICADING AND EXCAVATION PERMITS.

2. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE VALENCIA COUNTY PUBLIC WORKS DIRECTOR AT LEAST 2 WEEKS PRIOR TO COMMENCEMENT OF WORK. TRAFFIC CONTROL PLANS SHALL BE PREPARED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). LATEST APPROVED EDITION AND BY CERTIFIED PERSONNEL AND MUST BE APPROVED PRIOR TO COMMENCEMENT OF WORK ON THE PROJECT.

4. SUBJECT TO THE APPROVED TRAFFIC CONTROL PLAN, A DETOUR SHALL BE OPEN TO TRAFFIC AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE PROPER SIGNAGE OR FLAGMAN AND SHALL MANTAIN THE TRAFFIC LANES IN SUCH A MANNER AS TO ASSURE PROPER SAFETY TO THE TRAVELING PUBLIC AT ALL TIMES, EXCEPT WHEN GRADING, EXCAVATION AND BACKFILL OPERATIONS ARE BEING CONDUCTED IMMEDIATELY IN FRONT OF PROPERTY, IN WHICH CASE ACCESS WILL NOT BE DENIED FOR MORE THAN 4 HOURS WITHOUT APPROVAL BY THE COUNTY.

5. TRAFFIC LANES PROVIDED DURING CONSTRUCTION SHALL BE MAINTAINED, IN SUICH A CONDITION UNDER ALL WEATHER CONDITIONS, SO AS TO PERMIT THE REASONABLE PASSAGE OF PASSENGER VEHICLES, AND SHALL BE KEPT GRADED AND SMOOTH, AND WATERED SEVERAL TIMES DAILY TO CONTROL DUST. THE CONTRACTOR SHALL KEEP THE TRAVELED WAY PASSABLE AND CLEAR OF ANY STANDING WATER. THIS INCLUDES PUMPING OUT EXCESS WATER THAT COULD DEVELOP FROM HEAVY RAINS OR OTHER SOURCES DURING CONSTRUCTION.

6. TYPICAL TRAFFIC CONTROL PLANS DO NOT REFLECT THE EXISTING TOPOGRAPHY SUCH AS DRIVEWAYS, LANE WIDTHS, AND BUSINESS/RESIDENTIAL ACCESSES. EVERY LOCATION THAT REQUIRES CONSTRUCTION TRAFFIC CONTROL SHALL HAVE A DETAILED TRAFFIC CONTROL PLAN SHOWING ALL EXISTING TOPOGRAPHY.

CONSTRUCTION SHALL NOT BEGIN UNLESS A TRAFFIC CONTROL PLAN HAS BEEN APPROVED AND VERIFIED BY THE VALENCIA COUNTY PUBLIC WORKS DIRECTOR.

9. THE CONSTRUCTION TRAFFIC CONTROL INITIAL SET-UP FOR EACH PHASE SHALL BE BY AN AMERICAN TRAFFIC SAFTY SERVICES ASSOCIATION (ATSSA) CERTIFIED WORKSTE TRAFFIC SUPERVISOR. THE MAINTENANCE AND SERVICING SHALL ALSO BE DONE BY AN ATSSA CERTIFIED WORKSTE TRAFFIC SUPERVISOR OR EQUIVALENT. 8. ALL CONSTRUCTION TRAFFIC CONTROL DEVICES SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). LATEST APPROVED EDITION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL, SERVICE AND MAINTAIN ALL TRAFFIC CONTROL DEVICES TRAFFIC CONTROL DEVICES SHALL NOT BE REMOVED OR ALTERED IN ANY WAY WITHOUT THE APPROVAL OF THE VALENCIA COUNTY PUBLIC WORKS DIRECTOR, PER SECTION 6A-4 OF THE MUTCD, LATEST APPROVED EDITION.

10. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AND SERVICING ALL TRAFFIC CONTROL DEVICES 24 HOURS A DAY, 7 DAYS A WEEK THROUGHOUT LENGTH OF PROJECT. THE CONTRACTOR SHALL ONLY USE TRAFFIC CONTROL DEVICES TO COMPLY WITH THE MUTCD, LATEST APPROVED EDITION.

12. UNLESS NOTED OTHERWISE IN PLANS, ALL BARRICADES (INCLUDING DRUMS) IN ALL TAPERS AND TANGENTS SHALL BE PLACED APART A DISTANCE MEASURED IN FEET EQUAL TO THAT THE POSTED SPEED LIMIT. NO EXCEPTIONS UNLESS APPROVED THE VALENCIA COUNTY PUBLIC WORKS DIRECTOR PER MUTCD SECTION 6A-4. THE CONTRACTOR SHALL MAKE PROVISIONS FOR ALL CONDITIONS TO ENSURE THAT DRIVEWAY AND SIDE STREET IS MAINTAINED. WEATHER ACCESS BY OF

THE CONTRACTOR SHALL PROVIDE A WEEKLY CONSTRUCTION ACTIVITY SCHEDULE TO VALENCIA COUNTY PUBLIC WORKS DIVISION ATTN: LINA BENAVIDEZ.

19. CONTRACTOR SHOULD ENSURE THAT ALL PEDESTRIANS CLEAR OF THE CONSTRUCTION WORK AREA AT ALL TIMES.

## CONSTRUCTION TRAFFIC CONTROL GENERAL NOTES

14. EQUIPMENT OR MATERIALS SHALL NOT BE STORED WITHIN FEET OF A TRAVELED TRAFFIC LANE DURING NON-WORKING HOLAND MAINTAIN PROPER SHELVING.

17. EXCAVATIONS SHALL BE PLATED, TEMPORARILY PATCHED OR RESURFACED PRIOR TO OPENING OF TRAFFIC. A MINIMUM OF 11 FEET SHALL BE PROVIDED FOR TRAFFIC IN ANY GIVEN DIRECTION, EXCEPT AS MOTED IN THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR ANY WORK INVOLVED IN SATISFYING THESE REQUIREMENTS.

18. THE CONTRACTOR SHALL MAINTAIN ACCESS FROM TRAFFIC LANGS TO ALL SIDE STREETS AND DRIVEWAYS ALONG THE PROJECT. THE CONTRACTOR SHALL CONTACT DRIVEWAY OWNERS 48 HOURS IN ADVANCE TO COORDINATE ALTERNATIVE ACCESS. OPTIONS INCLUDE BUT ARE NOT LIMITED TO HALF-SECTION CONSTRUCTION OR ALTERNATE ENTRANCE/EXIT ROUTE.

15. THE CONTRACTOR SHALL MAINTAIN ACCESS BUSINESSES AND/OR RESIDENTS AT ALL TIMES E OPERATIONS AS NOTED IN NOTE 6. S TO ALL

16. 48 HOURS PRIOR TO OCCUPYING OR CLOSING OF A RIGHT-OF-WAY, CONTRACTOR SHALL NOTIFY: POLICE, FIRE DEPARTMENT, SCHOOLS, HOSPITALS, TRANSIT AUTHORITY, BUSINESSES AND/OR RESIDENTS THAT WILL BE AFFECTED BY THE CONSTRUCTION.

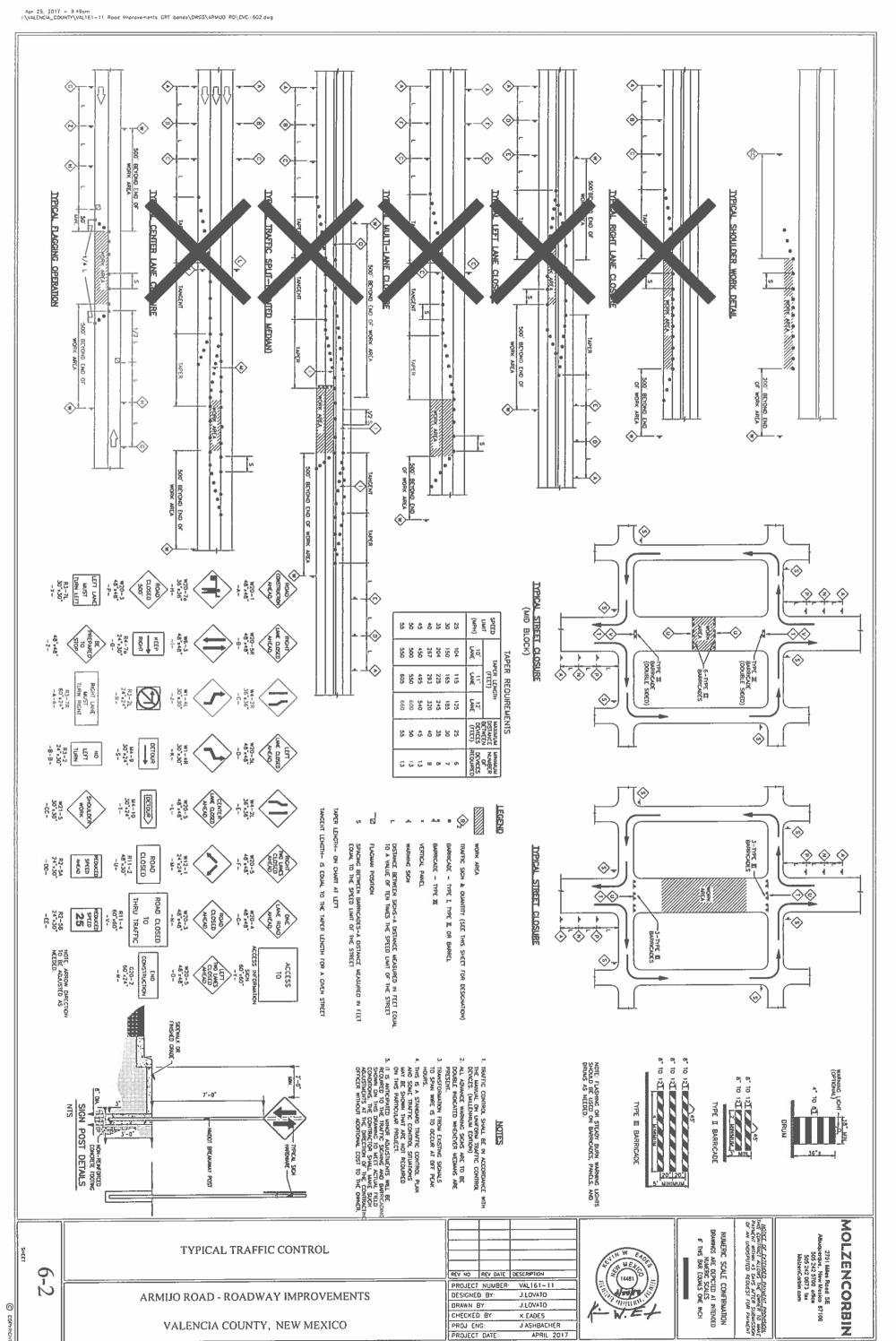
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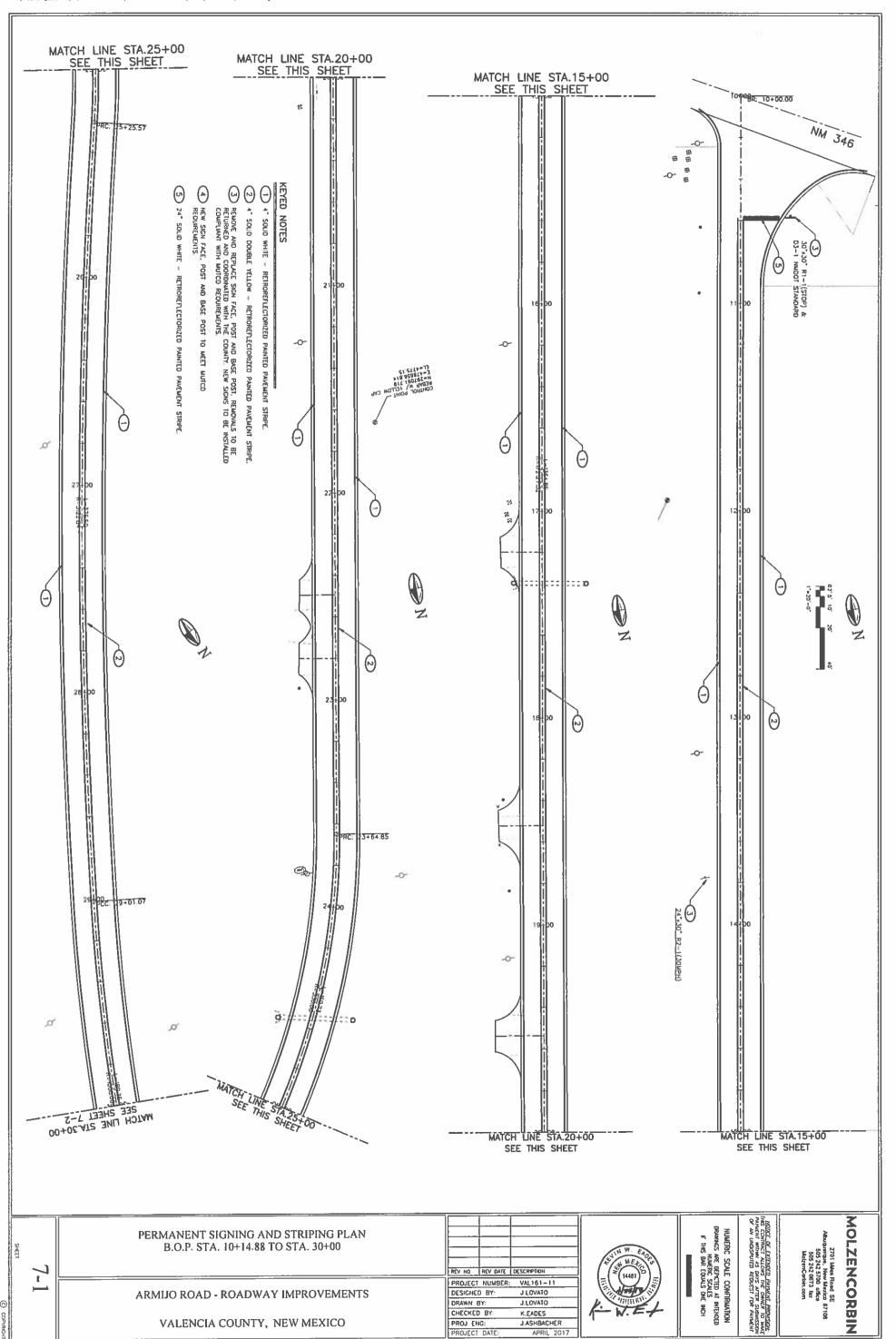
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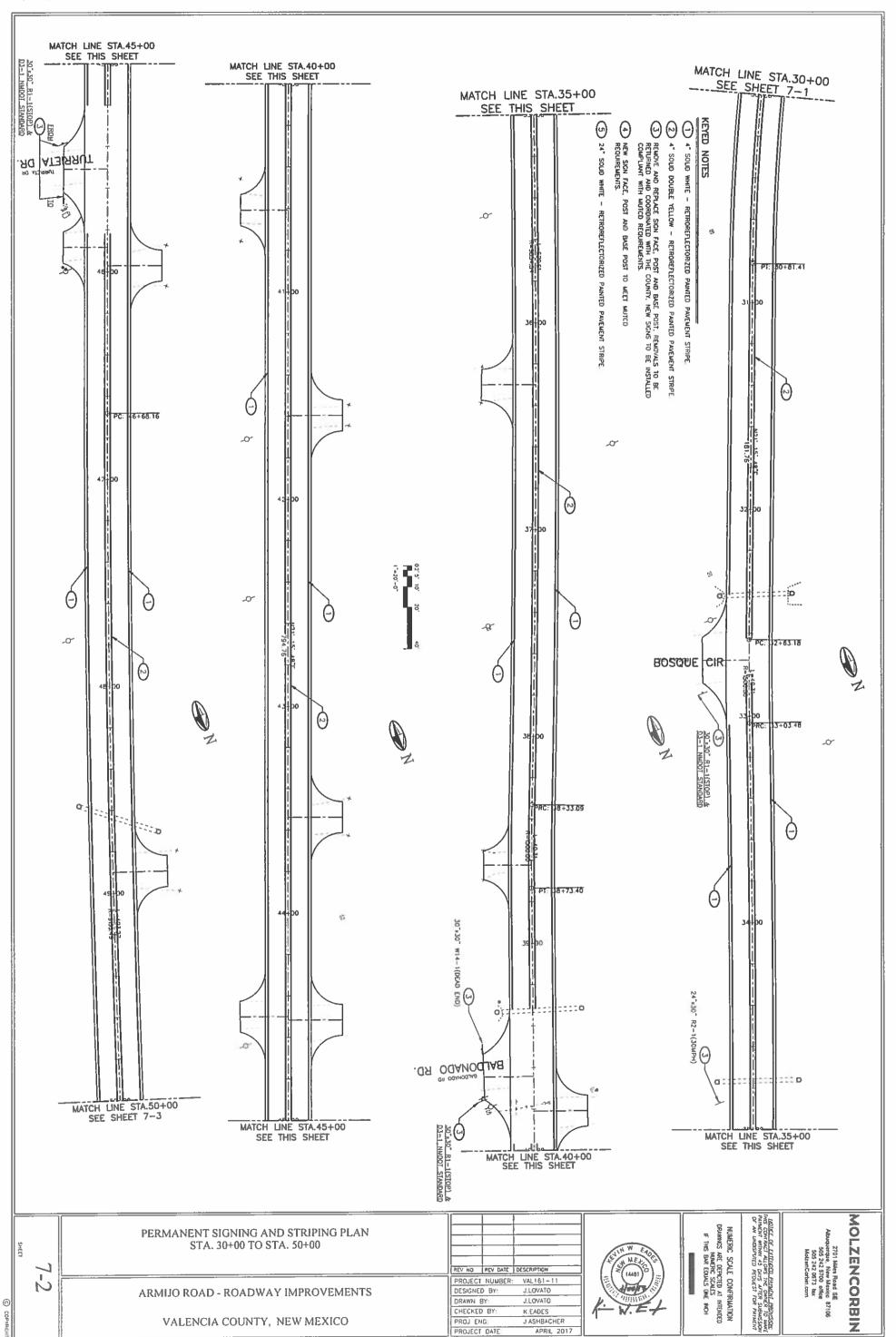
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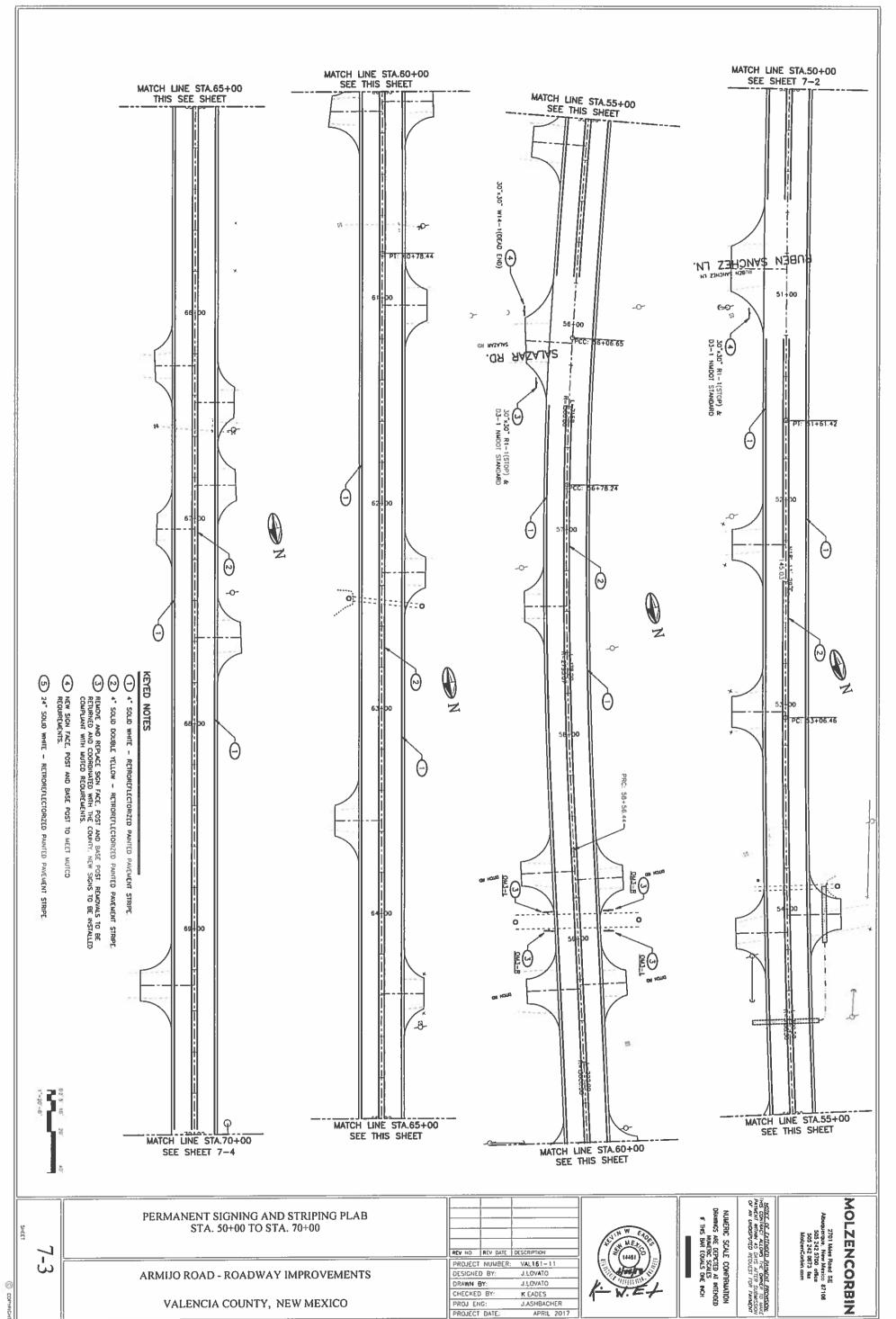
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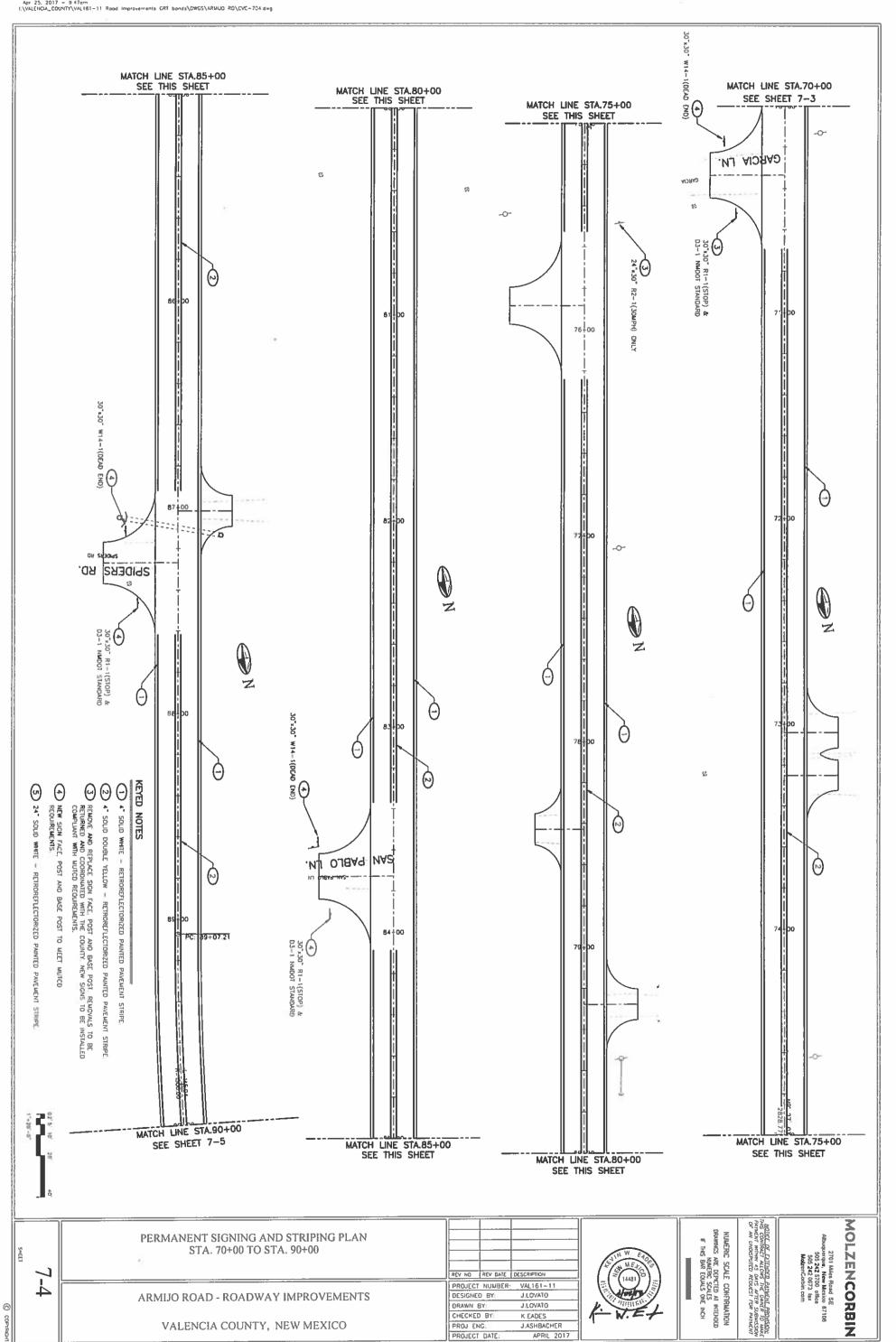
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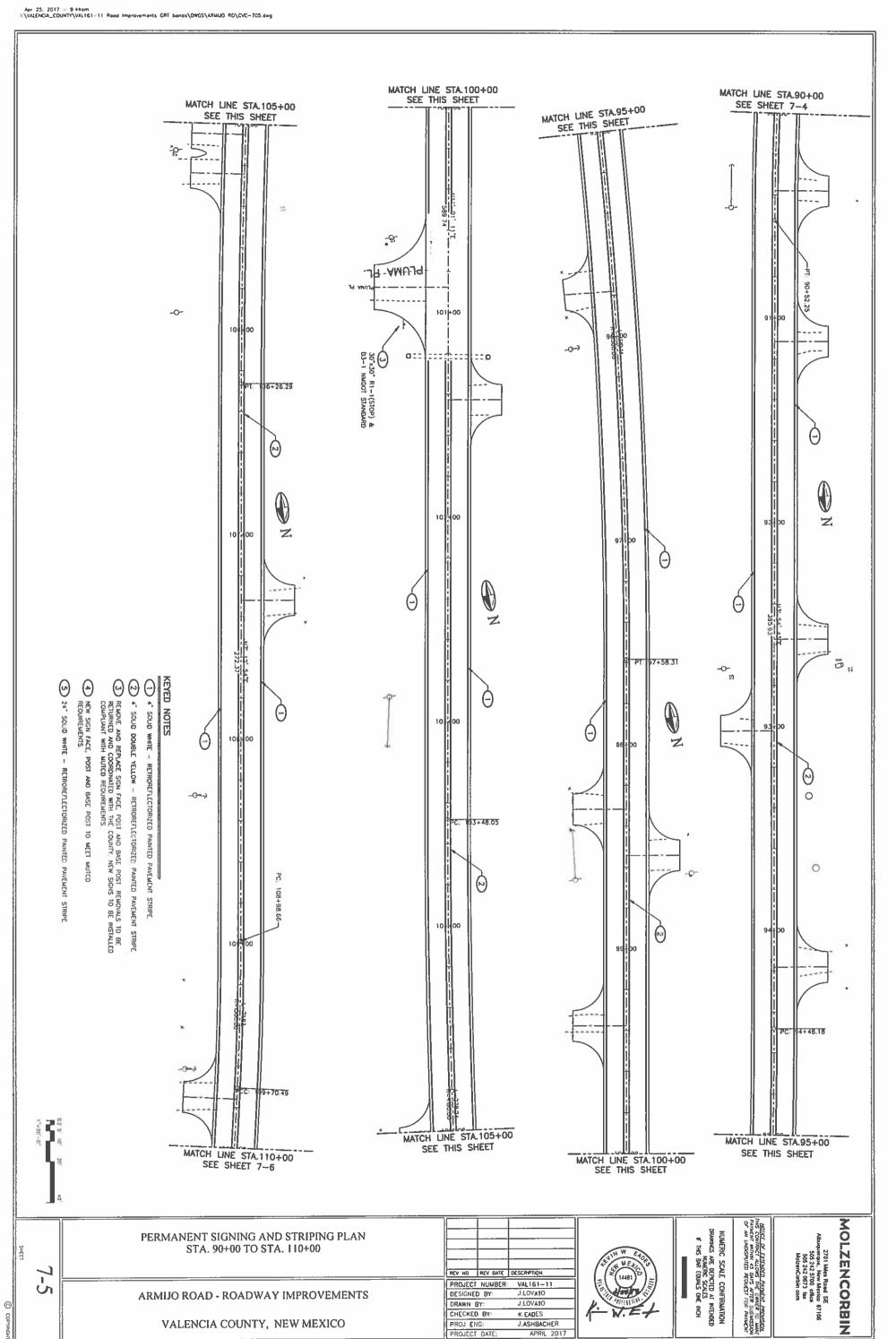


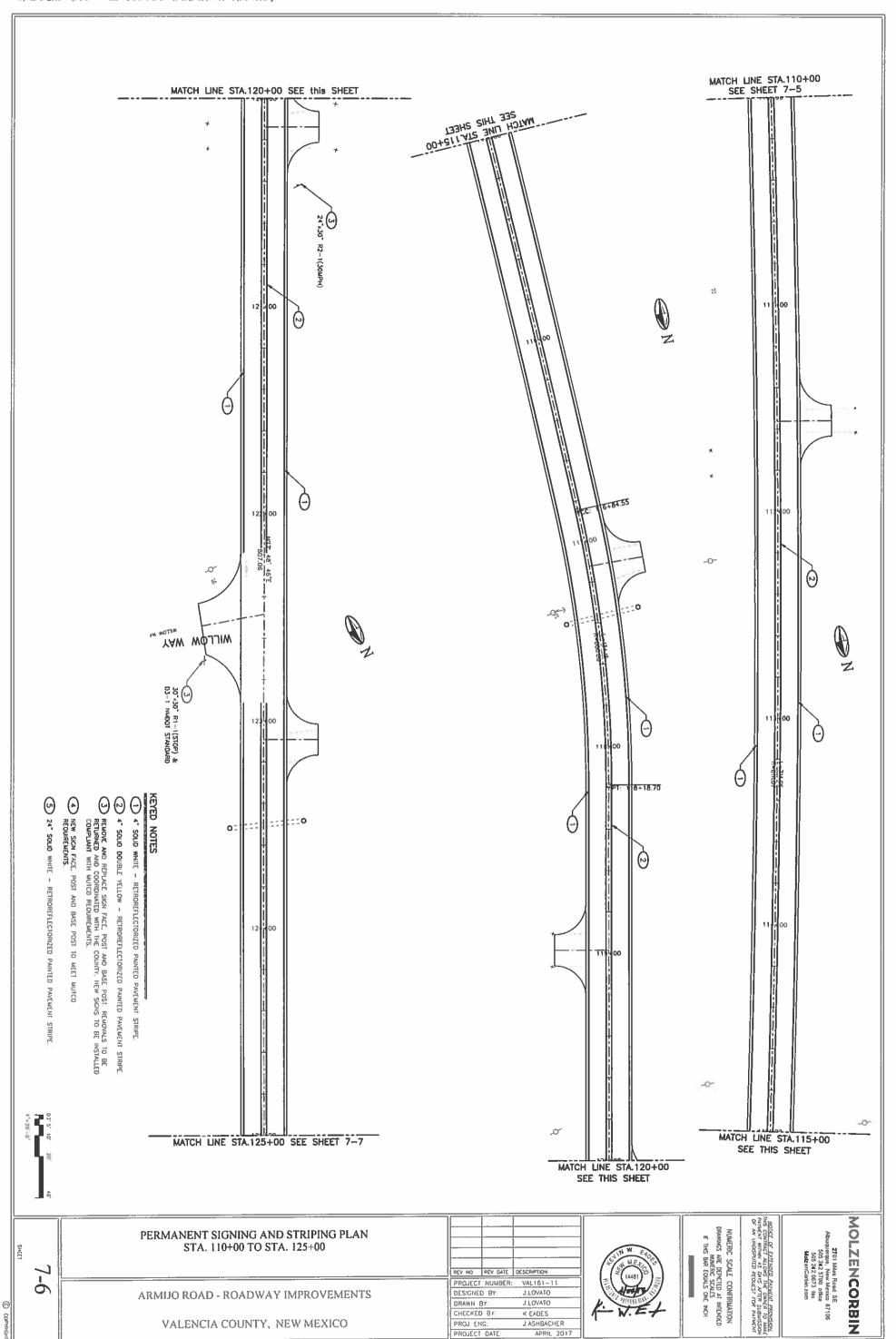




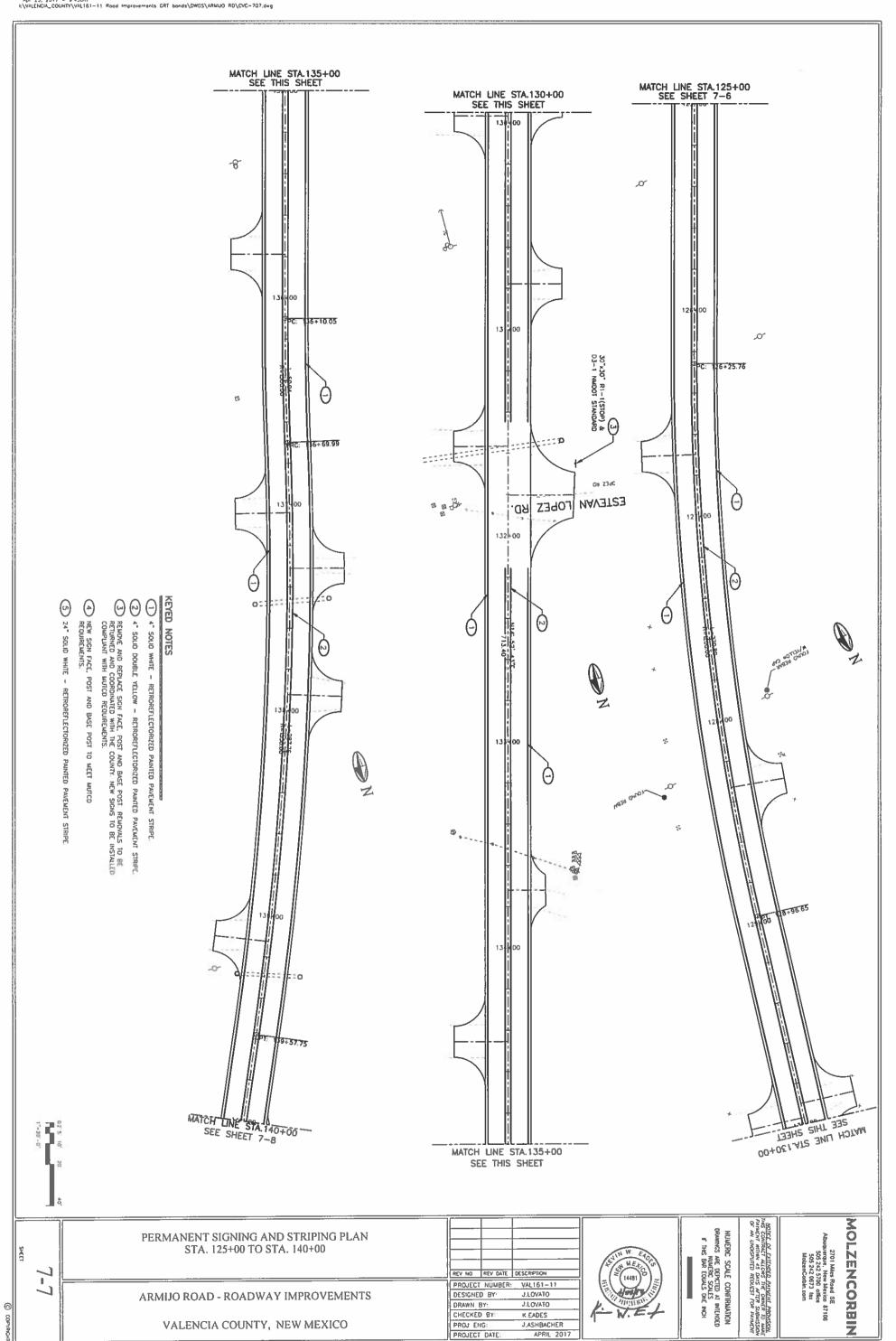


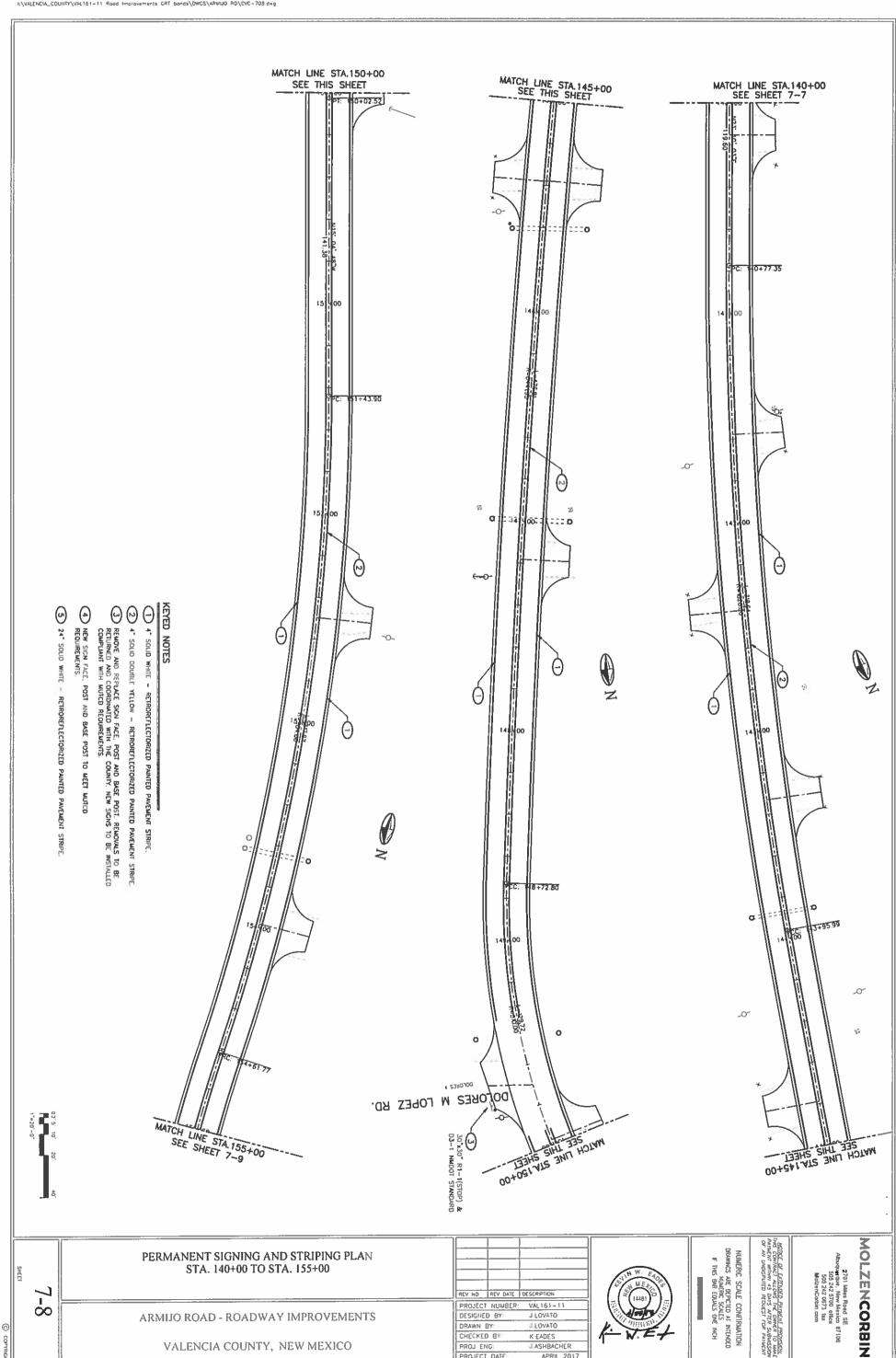






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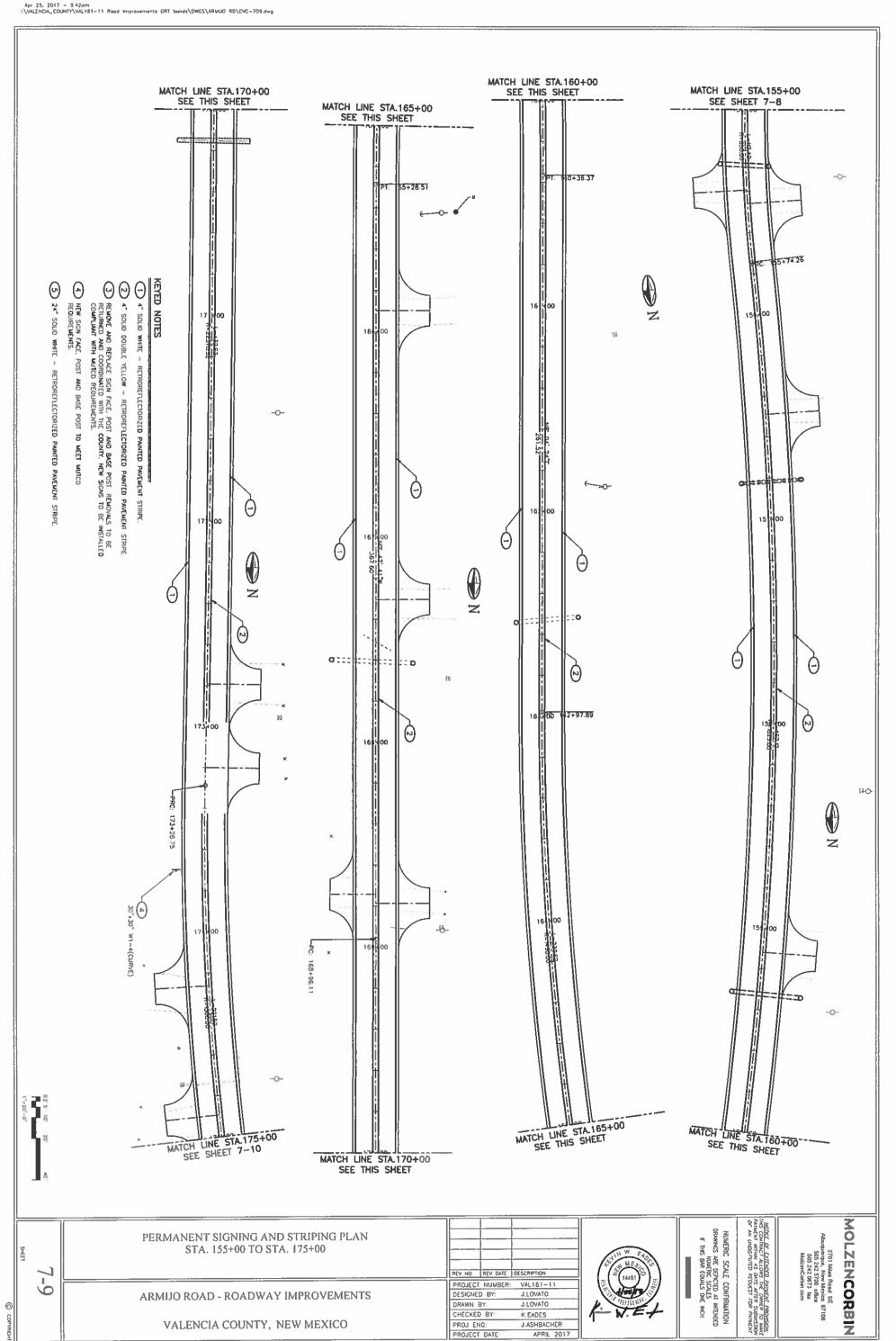




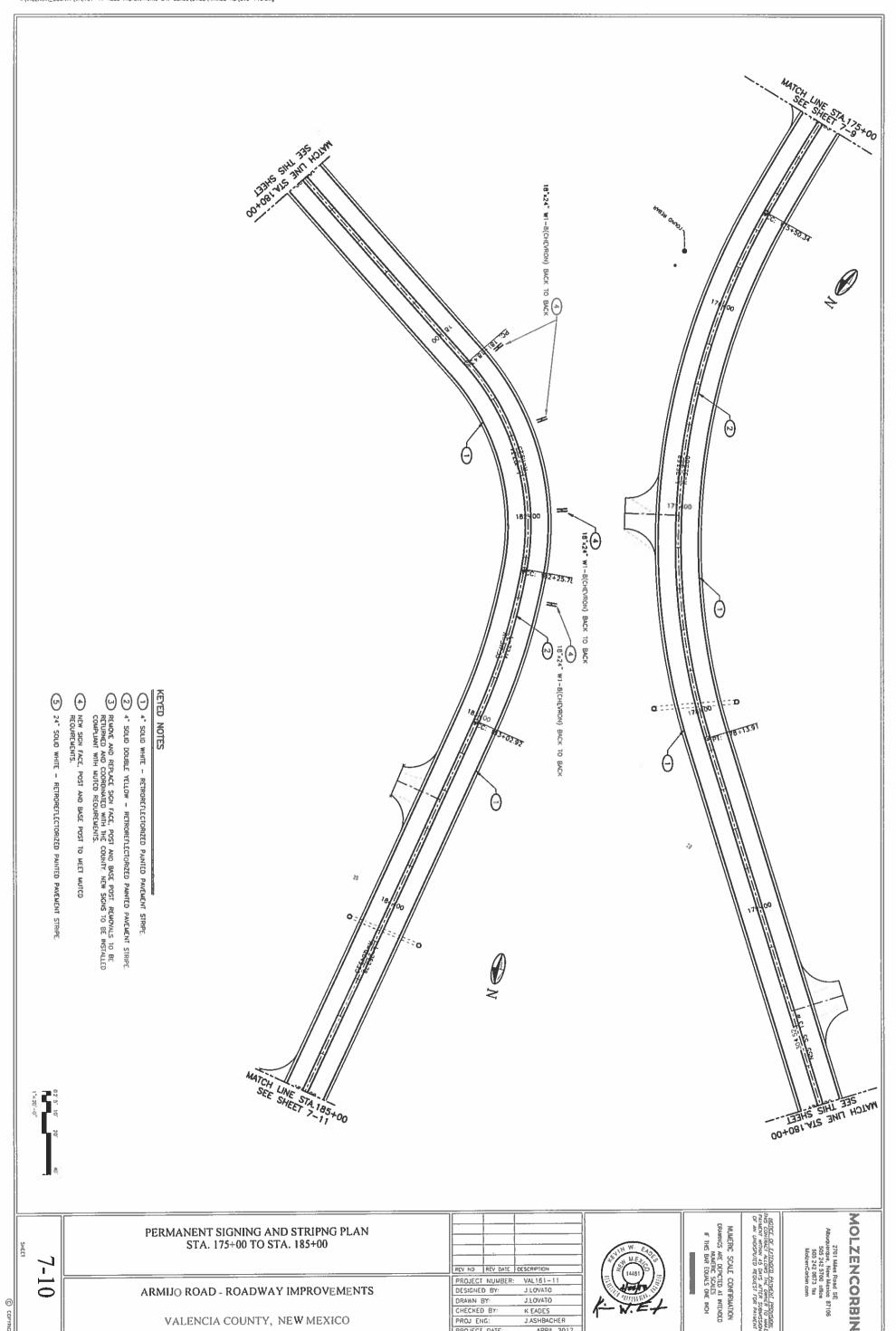
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VALENCIA COUNTY, NEW MEXICO



APRIL 2017



J.LOVATO

J.LOVATO

K EADES

J.ASHBACHER APRIL 2017

DESIGNED BY: DRAWN BY

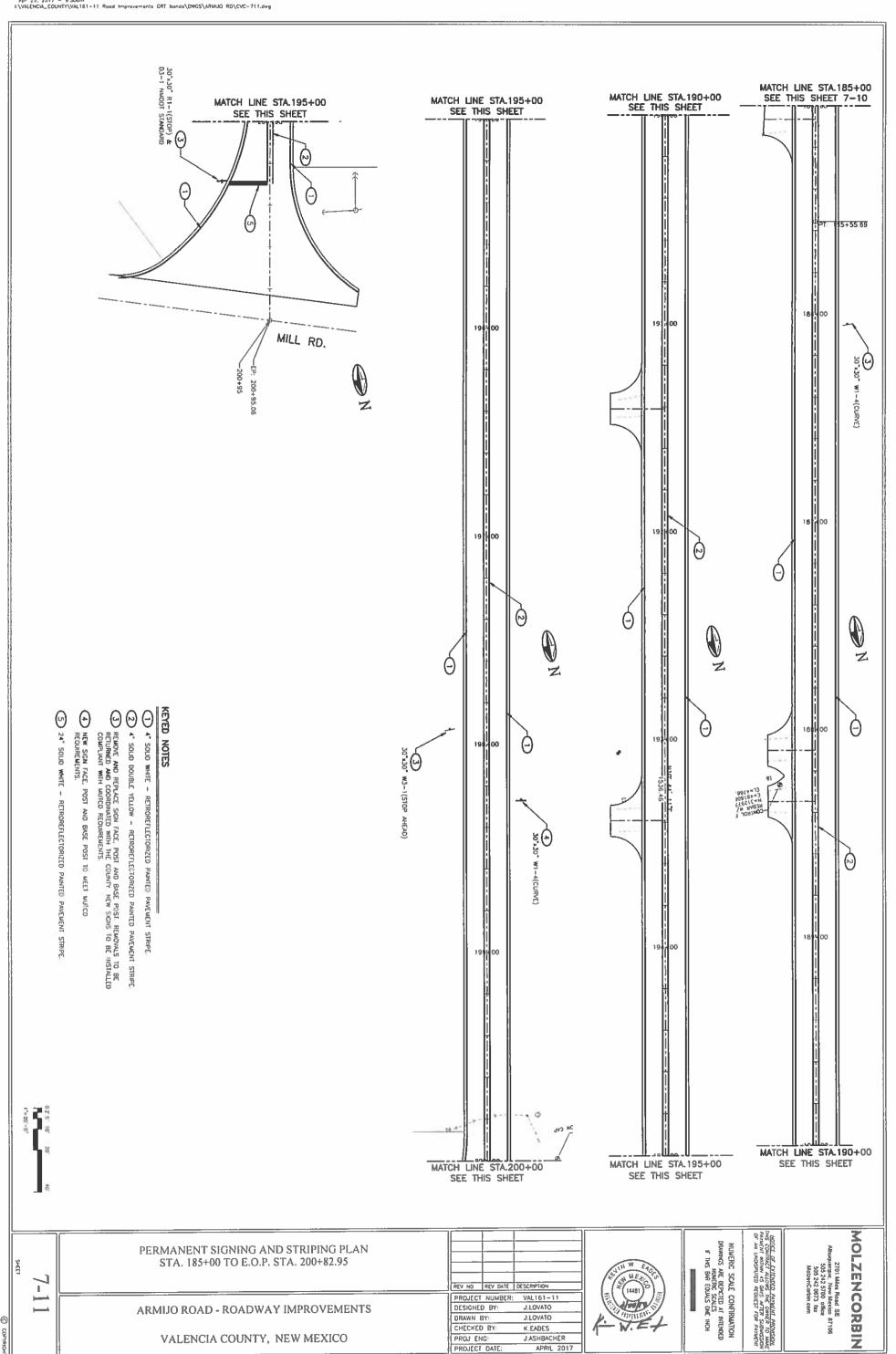
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ARMIJO ROAD - ROADWAY IMPROVEMENTS

VALENCIA COUNTY, NEW MEXICO



PROJECT DATE



# VALENCIA COUNTY Board of County Commissioners Agenda Request Form



Department Head: Lina Benavidez, Public Works Director

Individual Making Request: Lina Benavidez, Public Works Director

Presentation at Meeting on: March 18, 2020

Date Submitted: January 21, 2020

Title of Request: Consideration of Publication of Valencia County Ordinance 2020-\_\_\_\_

Restricting Truck Traffic on Don Felipe Road, Belen, NM

#### **Action Requested of Commission:**

Consideration of Publication of Valencia County Ordinance 2020-\_\_\_ Restricting Truck Traffic on Don Felipe Road, Belen, NM

#### **Information Background and Rationale:**

Back in October 2019 Public Works paved Don Felipe Road with bond money. Once the road was paved the County started noticing heavy truck traffic hauling with large cement barriers. Due to the improvements of the Don Felipe it was built to heavy traffic standards. Therefore, this ordinance would not allow heavy trucks exceeding 5 tons or more.

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

No financial Impact

#### Legal:

This Ordinance is designed to mitigate the impact of heavy truck traffic on Don Felipe Road. Among other things, the Ordinance creates a permitting process for heavy trucks to utilize the road, which gives the Department greater oversight to protect against further damage to the road and to hold those accountable who damage the road for such damage. (*David Pato*)

#### **Finance:**

This action creates no fiscal impact to our FY2020 budget (Loretta Trujillo)

#### **Purchasing:**

$\boxtimes$	Not Applicable -	- Agenda Item	Does Not	Include the	he Purchase	Goods and/o	r Services
(Ru	istin Porter)						

☐ Procurement Complete as Described Below:

#### VALENCIA COUNTY, NEW MEXICO

POST OFFICE BOX 1119 444 LUNA AVENUE LOS LUNAS, NEW MEXICO 87031



<b>VALENCIA COUNTY</b>	<b>ORDINANCE</b>
------------------------	------------------

**ORDINANCE 2020-\_\_\_\_** 

#### **An Ordinance**

**Restricting Truck Traffic on Don Felipe Road** 

Adopted by	the Board of County Commissioners
On	
Effective on _	

#### ORDINANCE No. 2020-

#### ORDINANCE RESTRICTING THROUGH TRUCK TRAFFIC ON DON FELIPE ROAD

#### **PREAMBLE**

**WHEREAS**, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order"; and,

WHEREAS, Section 4-37-1 et seq. NMSA 1978 provides that counties may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants; and,

**WHEREAS**, the Board of County Commissioners of the County of Valencia has determined that the health, safety and general welfare of the residents of Valencia County would best be served by the adoption of an Ordinance restricting through truck traffic on Don Felipe Road.

**NOW THEREFORE, BE IT ORDAINED** that the Board of County Commissioners of the County of Valencia adopts an Ordinance restricting through truck traffic on Don Felipe Road, as follows:

#### ARTICLE I. FINDINGS AND INTENT.

The Board of County Commissioners of Valencia County finds that truck traffic on Don Felipe Road poses a significant risk to the health and safety of inhabitants of Valencia County, and in particular has caused damage to the recent paving of the road. The Board of County Commissioners of Valencia County further finds that the truck traffic along this road constitutes a nuisance, producing vibrations, dust, and inflicts substantial damage upon the road. The Board of County Commissioners of Valencia County further finds that this Ordinance is remedial in nature, and designed to protect occupants of Valencia County. The Board of County Commissioners of Valencia County further finds this Ordinance to be the most narrowly tailored means of furthering compelling governmental interests.

#### ARTICLE II. SHORT TITLE.

This Ordinance shall be referred to as the "Don Felipe Truck Traffic Restriction Ordinance"

#### ARTICLE III. DEFINITIONS.

For the purposes of this Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**AUTHORIZED EMERGENCY VEHICLE** means any fire department vehicle, police vehicle, ambulance and any emergency vehicles operated by the State of New Mexico, a municipality or County or operated by a public utility.

**GROSS VEHICLE WEIGHT** means the weight of a vehicle inclusive of any load.

- **SCHOOL BUS** means any motor vehicle operating under the authority of a Board of Education or private or parochial school interests that is used to transport children, students or teachers to or form schools or to and from any school activity, but not including any vehicle:
- (1) operated by a common carrier, subject to and meeting all requirements of the public regulation commission but not used exclusively for the transportation of pupils;
- (2) operated solely by a government-owned transit authority, if the transit authority meets all safety requirements of the public regulation commission but is not used exclusively for the transportation of pupils; or
  - (3) operated as a per capita feeder as defined in NMSA 1978, Section 22-16-6.
- **TRUCK** means every motor vehicle designed, used or maintained primarily for the transportation of property.
- **TRAILER** means any vehicle, without motive power, designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that no significant part of its weight rests upon the towing vehicle.
- **SOLID WASTE TRUCK** means any vehicle specifically designed to collect and transport solid waste or recyclables.

#### ARTICLE IV. GENERAL PROVISION AND OFFENSE.

Restricted Traffic.

- A. Trucks and Truck Trailers, with a gross vehicle weight of five (5) tons or more, are prohibited from using Don Felipe Road without a permit.
- B. This Ordinance shall not apply to travel of a solid waste truck or truck trailer which is delivering to a local resident.
- C. This Ordinance shall not apply to authorized emergency vehicles, government or utility vehicles, service and transportation vehicles, and school buses.

#### ARTICLE V. PERMITTING PROCESS.

- A. Any person may apply to the County Planning and Zoning Department ("the Department") for a permit providing for an appropriate exemption for the above-prohibited trucks and trailers, subject to the Type A application procedure set forth in § 154.075. Any such permit may designate the route to be traversed and contain other reasonable restrictions or conditions deemed necessary by the Department. The permit shall be carried on all permitted vehicles, and shall be open to inspection by any code enforcement officer or duly authorized and commissioned law enforcement officer.
- B. To obtain a permit, an applicant must submit a permit application to the Department, which shall include all information required by the Department, and not limited to vehicle identification and owner/operators, vehicle weights, local weights, materials carried, route to be followed to the site, duration of activity (beginning date and end date), frequency of trips and times of operation. The applicant shall pay a permit fee to be established by the Board of County Commissioners, but in no event shall the fee be less than \$50.
- C. The Department may require the applicant to submit documentation (including, but not limited to photographs and videos of the condition of the roads, shoulders, and all structures (culverts, bridges, etc.) that will be traversed by the permitted traffic as a condition of the permit so that the Department may make a determination as to any restrictions that may reasonably need to be imposed.
- D. If, upon review by the Department, a violation of any condition imposed in granting the permit is found, the Department shall inform the applicant by registered letter and first-class mail of the violation and require compliance within 30 days. If the permittee does not achieve compliance within 30 days of the mailing of the letter, the permit may be revoked at the discretion of the Department.

#### ARTICLE VI. OBLIGATIONS OF VALENCIA COUNTY.

- A. The Valencia County Public Works Department shall forward a copy of this Ordinance to the New Mexico State Motor Transportation Division of the Department of Public Safety.
- B. The Valencia County Public Works Department shall install weight limitation signs appropriately and conspicuously on Don Felipe Road.

#### ARTICLE VII. ENFORCEMENT.

*Enforcing Entity*. The Valencia County Sheriff's Department (hereafter, "Sheriff's Department") or any duly authorized and commissioned law enforcement officer shall enforce the provisions of this Ordinance.

#### ARTICLE VIII. IMMUNITY.

Nothing in this Ordinance creates a cause of action against the Board of County Commissioners of the County of Valencia not already authorized under existing law. Without limitation, the Board of County Commissioners of the County of Valencia is not liable to any person harmed who claims that enforcement of this Ordinance may have prevented the harm.

#### ARTICLE IX. PENALTY.

Any person who operates a truck and/or truck trailer, with a gross vehicle weight of five (5) tons or more, over Don Felipe Road without a permit in violation of this Ordinance shall, upon conviction, be subject to a fine not exceeding \$300 or by imprisonment not exceeding 90 days or both. The Board of County Commissioners of the County of Valencia is also entitled to injunctive relief to enforce the provisions of this Ordinance.

#### ARTICLE X. SAVINGS CLAUSE.

If any article, section paragraph, clause, word or phrase of this Ordinance is held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

PASSED, APPROVED AND ADOPTED on this 18th day of March, 2020.

#### BOARD OF COMMISSIONERS OF VALENCIA COUNTY

Jhonathan Aragon, Chair District V	Gerard Saiz, Vice-Chair District I
Tom Mraz Commissioner, District II	David A. Hyder Commissioner, District III
	Charles D. Eaton Commissioner, District IV
Attest:	
Peggy Carabajal Valencia County Clerk	

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#### VALENCIA COUNTY Board of County Commissioners

#### Agenda Request Form

Department Head: Lina Benavidez, Public Works Director

**Individual Making Request: Lina Benavidez, Public Works Director** 

Presentation at Meeting on: March 18, 2020

Date Submitted: March 9, 2020

Title of Request: Consideration of Resolution 2020- , to adopt 2020 Annual Certified

**Maintained Road Mileage** 

#### **Action Requested of Commission:**

Resolution to adopt 2019 Annual Certified Maintained Road Mileage

#### **Information Background and Rationale**

Every year the County prepares their road inventory and mileage to submit to NMDOT which shows roads that are county maintained and which road have been improved throughout the year, giving a summary of Asphalt, Gravel, Chip Seal and Dirt for the County as whole, as well as per commission district. NMDOT uses County mileage to assist them in determining funding for CAP, SB & COOP. This is to be submitted to NMDOT on April 1, 2020.

The County maintained a total of 466.036 miles of roadway in 2019 and has added an additional 0.275 miles of roadway.

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

No Financial Impact.

#### Legal:

NMSA 1978, Section 66-6-3.1 (2004) provides that "The board of county commissioners of each of the respective counties shall, by April 1 of every year, certify reports to the secretary of transportation of the total mileage of public roads maintained by each county as of April 1 of every year; provided that in their reports, the boards of county commissioners shall identify each of the public roads maintained by them by name, route and location. By July 1 of every year, the secretary of transportation shall verify the reports of the counties and revise, if necessary, the total mileage of public roads maintained by each county. The mileage verified by the secretary of transportation shall be the official mileage of public roads maintained by each county. Distribution of amounts to a county for road purposes shall be made in accordance with this section." This resolution also serves that the County's official list of roads that it maintains thought it is not a list or all roads that may be considered county roads (*David Pato*)

#### **Finance:**

Adopting this resolution will not have any fiscal impact. (Loretta Trujillo)

#### **Purchasing:**

	Any purchases tha	t may result fr	om these funds	in the future s	hall adhere to	the VC
Pur	chasing Policy Lin	nits and the N	M State Procure	ement Code.		
$\nabla$	Not Applicable	Aganda Itam	Doog Not Inclu	do the Durches	a of Goods on	d/or Sa

$\boxtimes$	Not Applicable – Agenda	a Item Does Not	Include the	Purchase of	Goods and/or	Services
(Ru	istin Porter)					

☐ Procurement Complete as Described Below:

#### VALENCIA COUNTY BOARD OF COUNTY COMMISSION

RESOLUTION 2020-

#### **A RESOLUTION**

#### ADOPTING THE 2019 ANNUAL CERTIFIED MAINTAINED MILEAGE REPORT

WHEREAS, the Board of County Commissioners (BOCC) acted in its regularly scheduled meeting on March 18, 2020, to adopt the 2020 Annual Certified County Maintained Mileage Report; 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 1<sup>st</sup> 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 Treasurer's Office for funding distribution purposes; and,

**WHEREAS**, the BOCC has, in 2019, reevaluated and continues to reassess its road inventory.

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

- 1. the 2019 Annual Certified County Maintained Mileage Report is an accurate reflection of County maintained roads for 2020:
- 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 18<sup>th</sup> day of March 2020

Jhonathan Aragon, Chairmen Commissioner, District V	Gerard Saiz, Vice-Chair Commissioner, District I
Tom Mraz Commissioner, District II	David A. Hyder Commissioner, District III
Charles D. Eaton Commissioner, District IV	
Attest:	
Peggy Carabajal Valencia County Clerk	



## VALENCIA COUNTY Board of County Commissioners Agenda Request Form



**Commission Sponsor:** County Manager for Regular County Business

**Department Head:** Community Planner, Gabriel Luna **Individual Making Request:** Pinnacle Consulting **Presentation at Meeting on:** March 18, 2020

Date Submitted: March 9, 2020

**Title of Request:** Consideration of Zone Change No. 2019-077, from RR-2 to a Wireless

Communications Facilities Overlay District

#### **Action Requested of Commission:**

Consideration of Zone Change No. 2019-077, from RR-2 to a Wireless Communications Facilities Overlay District, (Pinnacle Consulting), The legal description is as follows: Tracts A-1, Lands of Mapach, LLC, Section 4, Township 6 North, Range 2 East; MRGCD Map 80 NMPM; also known as 17 Plata Road, Los Lunas, NM 87031; Zoned Rural Residential 2 (RR-2); 2.37ac, filed in Book N, Page 435 in the Office of the Valencia County Clerk.

#### **Information Background and Rationale:**

At the November 19, 2019 Planning & Zoning Commission Hearing, the Planning & Zoning Commission approved Pinnacle Consulting's application (ZC2019-077) for a zone change from Rural Residential 2 (RR-2) to a Wireless Communications Facilities Overlay District. Currently zoned Rural Residential 2 (RR-2); Containing 2.37 ac, with the Legal Description of Tracts A-1, Lands of Mapach, LLC, Section 4, Township 6 North, Range 2 East; MRGCD Map 80 NMPM; also known as 17 Plata Road, Los Lunas, NM 87031; Zoned Rural Residential 2 (RR-2); 2.37ac, filed in Book N, Page 435 in the Office of the Valencia County Clerk.

#### What is the Financial Impact of this Request:

There are no foreseen long-term financial impacts associated with this request.

#### Legal:

Pursuant to §154.061(C), a quasi-judicial zone change to a zoning map may be authorized provided that the applicant demonstrates compliance with the following criteria:

- (1) The proposed change is consistent with the goals, policies and any other applicable provisions of the comprehensive plan;
- (2) The proposed change is appropriate considering the surrounding land uses, the density and pattern of development in the area, any changes which may have occurred in the vicinity to support the proposed amendment and the availability of utilities and services likely to be needed by the anticipated uses in the proposed district; and
- (3) The proposed change enhances the county's protection of the public health, safety and welfare of Valencia County (*David Pato*)

#### Finance:

Not applicable (Loretta Trujillo)

#### **Purchasing:**

(Rustin Porter)

□Any purchases that may result from these funds in the future shall adhere to the VC Purchasing
Policy Limits and the NM State Procurement Code.
☑ Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services

☐ Procurement Complete as Described Below:

#### **VALENCIA COUNTY**

COMMUNITY DEVELOPMENT DEPARTMENT

444 Luna Avenue Los Lunas, NM 87031 (505)866-2050 Fax: (505)866-2424 www.co.valencia.nm.us









#### **LAND USE REQUEST APPLICATION**

L						
CONDITIONAL USE: (\$150.00) CU#			VARIANCE: (\$150.00) V#			
TEMPORARY USE: (\$150.00) TU#			SIGN PERMIT (\$100.00) SP#			
ZONE CHANGE/MASTER PLAN AMEND			FILM			
SITE DESIGN REVIEW: (\$350.00 COM	MERCIAL/ \$750.00 INI	OUSTRIAL) S	DR# wcf/co	O-LOCATION: (\$200.00) W	CF#20190	
ALL LAND USE APPLICATION						
PROPERTY RECORD CARD						
LEGAL DESCRIPTION			gricultural Land)	OTHER PERMITS ISSUED:		
TOWNSHIP 6N RANGE 2E SECT	ION_4 FLOO	OD ZONE: A	E BFE:	PERMIT #		
MAP_80BOOK/CABINET	PAGE ELE\	ATION CERT	IFICATE#	LOMA CLOMA	_CLOM-F	
TRACT/LOT A-1-A BLOCK	UNIT PRE	CONSTRUCTI	ION FINAL	APP#:		
SUBDIVISION/LANDS OF: Mapach	LLC					
				1		
R - 154984	PROPERTY OWNE	R NAME	Robert A. Gutierrez	PHONE 505-410	0-9559	
MAILING ADDRESS 17 Pi	ata Road	SPACE	Los Lunas	STATE NM	ZIP 87031	
PROJECT LOCATION / SITE ADDR	PROJECT LOCATION / SITE ADDRESS: 17 Plata Rd., Los Lunas, NM 87031					
AGENT (IF APPLICABLE): Pinnacle	e Consulting, Inc.			•		
CURRENT USE OF PROPERTY:						
BRIEF DESCRIPTION OF REQUES	iT:					
Sun State Towers is proposing a	a stealth designed. 8	15' Monoelm	wireless facility and 30' x 30	)' CMU wall. The Monoein	n is painted and	
			<u> </u>		<del>'</del>	
designed to look natural for ble	nding in with the su	rounding co	intext. The 8' tall CMU wall v	vill screen all associated o	round equipment.	
This wireless facility is needed t	to improve wireless s	ervice in the	e area for Verizon Wireless, a	and will be co-locatable fo	or future carriers.	
OFFICIAL USE ONLY	,,1	,				
APPLICATION RECEIVED BY:	larly			DATE: 10/00	9/19	
APPLICATION DEEMED COMPLETE: Walled DATE: 10/09/19				/19		
APPLICATION APPROVED/DENIED: DATE:						
P&Z COMMISSION HEARING DATE: 11/19/19						
I hereby acknowledge that I have read this entire application and affirm that all of the provided information is correct. I agree to comply with the requirements of Valencia County and the State of New Mexico regulations as outlined in all applicable state laws and local ordinances.						
Christopher Curiel - Pinnacle Co	moulding rep.	Slonati	ILE .		0-08-19	

#### **VALENCIA COUNTY**

Community Development Department 444 Luna Avenue Los Lunas, NM 87031 (505) 866-2050 Fax: (505) 866-2424 www.co.valencia.nm.us



#### **PLANNING & ZONING**

#### **AGENT AUTHORIZATION FORM**

This form is used to allow someone other than the registered owner of a specific parcel or property to act on behalf of the owner for a proposed permit and/ or request.

Robert A. Gutierrez  NAME OF PROPERTY OWNER*  PERMIT APPLICANT/AGENT'S NAME  17 Plata Road  1426 N. Marvin St. #101  Description PROPERTY OWNER  PERMIT APPLICANT/AGENT'S ADDRESS  Gilbert, AZ 85233  CITY, STATE, ZIP  CITY, STATE, ZIP  SO5-410-9559  PHONE NUMBER  PERMIT APPLICANT/AGENT'S PHONE NUMBER  PERMIT APPLICANT/AGENT'S PHONE NUMBER  I, Robert A. Gutierrez  owner for the site located at 17 Plata Rd., Los Lunas, NM 87031  which is situated within the unincorporated area of Valencia County, hereby authorize the referenced individual and/ or company to submit applications and act as my agent concerning the following request:  Proposal to build a new 85' tall Monoelm (co-locatable) wireless facility and 30' x 30' CMJU wall.  The stealth design facility and CMU wall will be designed to blend in with the surrounding area.  *If you are a legally assigned representative (i.e. manager, president, etc.) of a company/ corporation/estate which owns the property, please provide proof of your endorsement from that company/corporation/estate.		Los Lunas, NM 87031  OF SUBJECT PROPERTY
NAME OF PROPERTY OWNER*  PERMIT APPLICANT/AGENT'S NAME  17 Plata Road  1426 N. Marvin St. #101  Los Lunas, NM 87031  Gilbert, AZ 85233  CITY, STATE, ZIP  CITY, STATE, ZIP  505-410-9559  PHONE NUMBER  PERMIT APPLICANT/AGENT'S PHONE NUMBER  I, Robert A. Gutierrez  owner for the site located at 17 Plata Rd., Los Lunas, NM 87031  which is situated within the unincorporated area of Valencia County, hereby authorize the referenced individual and/ or company to submit applications and act as my agent concerning the following request:  Proposal to build a new 85' tall Monoelm (co-locatable) wireless facility and 30' x 30' CMU wall.  The stealth design facility and CMU wall will be designed to blend in with the surrounding area.  *If you are a legally assigned representative (i.e. manager, president, etc.) of a company/ corporation/estate which owns the property, please provide proof of your endorsement from that company/corporation/estate.  *If you are a legally assigned representative (i.e. manager, president, etc.) of a company/ corporation/estate which owns the property, please provide proof of your endorsement from that company/corporation/estate.		
1426 N. Marvin St. #101  ADDRESS OF PROPERTY OWNER  Los Lunas, NM 87031  CITY, STATE, ZIP  505-410-9559  PHONE NUMBER  Robert A, Gutierrez  owner for the site located at17 Plata Rd., Los Lunas, NM 87031  situated within the unincorporated area of Valencia County, hereby authorize the referenced individual and/ or company to submit applications and act as my agent concerning the following request:  Proposal to build a new 85' tall Monoelm (co-locatable) wireless facility and 30' x 30' CMU wall.  The stealth design facility and CMU wall will be designed to blend in with the surrounding area.  *If you are a legally assigned representative (i.e. manager, president, etc.) of a company/ corporation/estate which owns the property, please provide proof of your endorsement from that company/corporation/estate.		
ADDRESS OF PROPERTY OWNER  LOS LUNAS, NM 87031  GIBbert, AZ 85233  CITY, STATE, ZIP  CITY, STATE, ZIP  505-410-9559  HONE NUMBER  PERMIT APPLICANT/AGENT'S PHONE NUMBER  I, Robert A. Gutierrez  owner for the site located at 17 Plata Rd., Los Lunas, NM 87031  which is situated within the unincorporated area of Valencia County, hereby authorize the referenced individual and/ or company to submit applications and act as my agent concerning the following request:  Proposal to build a new 85' tall Monoelm (co-locatable) wireless facility and 30' x 30' CMU wall.  The stealth design facility and CMU wall will be designed to blend in with the surrounding area.  *If you are a legally assigned representative (i.e. manager, president, etc.) of a company/ corporation/estate which owns the property, please provide proof of your endorsement from that company/corporation/estate.  *If you are a legally assigned representative (i.e. manager, president, etc.) of a company/ corporation/estate which owns the property, please provide proof of your endorsement from that company/corporation/estate.		
CITY, STATE, ZIP  CITY, STATE, ZIP  505-410-9559  PHONE NUMBER  PERMIT APPLICANT/AGENT'S PHONE NUMBER  I,Robert A. Gutierrez		PERMIT APPLICANT/AGENT'S ADDRESS
CITY, STATE, ZIP  505-410-9559  480-664-9588 ext.220  PERMIT APPLICANT/AGENT'S PHONE NUMBER  I,Robert A. Gutierrez	Los Lunas. NM 87031	·
PHONE NUMBER  PERMIT APPLICANT/AGENT'S PHONE NUMBER  I,Robert A. Gutierrez	· · · · · · · · · · · · · · · · · · ·	
PHONE NUMBER  PERMIT APPLICANT/AGENT'S PHONE NUMBER  I,Robert A. Gutierrez	505-410-9559	480-664-9588 ext.220
owner for the site located at	PHONE NUMBER	PERMIT APPLICANT/AGENT'S PHONE NUMBER
*If you are a legally assigned representative (i.e. manager, president, etc.) of a company/ corporation/estate which owns the property, please provide proof of your endorsement from that company/corporation/estate.  *In other property owner's SIGNATURE DATE  *PROPERTY OWNER'S SIGNATURE  *In other property authorize the referenced individual and/ or company/ corporation/estate patterns and act as my agent concerning the following request:  *In other property authorize the referenced individual and/ or company to submit applications and act as my agent concerning the following request:  *In other property authorize the referenced individual and/ or company to submit applications and act as my agent concerning the following request:  *In other property authorize the referenced individual and/ or company to submit applications and act as my agent concerning the following request:  *In other property authorize the referenced individual and/ or company to submit applications and act as my agent concerning the following request:  *In other property authorize the referenced individual and/ or company to submit applications and act as my agent concerning the following request:  *In other property authorize the referenced individual and/ or company to submit applications and act as my agent concerning the following request:  *In other property authorize the referenced individual and/ or company to submit applications and act as my agent concerning the following request:  *If you are a legally assigned representative (i.e. manager, president, etc.) of a company corporation/estate which owns the property, please provide proof of your endorsement from that company/corporation/estate.	ı,Robert A. Gutierrez	the legally registered property
*If you are a legally assigned representative (i.e. manager, president, etc.) of a company/ corporation/estate which owns the property, please provide proof of your endorsement from that company/corporation/estate.	47.01 + 0.1 + 1	
company/ corporation/estate which owns the property, please provide proof of your endorsement from that company/corporation/estate.  TO/01/2019  PROPERTY OWNER'S SIGNATURE DATE  PERMIT APPLICANT/AGENT'S SIGNATURE DATE		
PROPERTY OWNER'S SIGNATURE DATE  PROPERTY OWNER'S SIGNATURE DATE  PROPERTY OWNER'S SIGNATURE DATE	*If you are a legally assigned representative	(i.e. managan masidant ata) of a
PROPERTY OWNER'S SIGNATURE DATE DATE		tt.e. manayer, president, etc.) of a
		property, please provide proof of your
	endorsement from that company/corporation/	property, please provide proof of your lestate.  019



### Valencia County Planning and Zoning Commission

#### **Agenda Request Form**

MEETING DATE: November 19, 2019

Request Title: Request for a zone change for a Wireless Communication Facilities Overlay District. Currently zoned Rural Residential 2 (RR-2), (Pinnacle Consulting)

Application: ZC #2019-077

Legal Description: Tracts A-1, Land of Mapach, LLC, Section 4, Township 6 North, Range 2 East; MRGCD Map 80 NMPM; also known as 17 Plata Rd, Los Lunas, NM 87031; Zoned Rural Residential 2 (RR-2); 2.37 ac, Filed in Book N, Page 435 in the Office of the Valencia County Clerk.

**Request Description:** The applicant wants to change the zoning to a Wireless Communication Facilities Overlay District for the installation of a tower.

**Background:** The applicant has requested to come before the board to request a zone change for a Wireless Communication Facilities Overlay District on a property that is currently zoned Rural Residential 2 (RR-2). Please refer to appendix seven in your packet for Departmental Reviews.

Analysis: This request is for a zone change for a WCF on a Rural Residential 2 property. Based upon the application and all available supporting information, this request appears to meet all the applicable standards and criteria for a zone change within Sections 154.121 of the Valencia County Zoning Code.



Narrative for Valencia County Planning & Development (Zone Change Request)
Project: NM09-107 Lunas / NM3 Carson Park: Proposed New Wireless Facility

New Monoelm Wireless Communications Facility for Sun State Towers Property Address: 17 Plata Road, Los Lunas, New Mexico 87031 Parcel: #1-009-036-176-239-000000 / Owner: Robert A. Gutierrez

--BY--

Pinnacle Consulting Inc.
Attn: Christopher Curiel

1426 North Marvin Street #101

Gilbert, AZ 85233

--FOR--

**Sun State Towers** 

1426 North Marvin Street #101

Gilbert, AZ 85233 Office: 480-664-9588

Questions related to this application should be directed to:
Chris Curiel at (480) 664 9588 x 220
Chris.Curiel@pinnacleco.net



Proposed New Monoelm Wireless Communications Facility

Property Address: 17 Plata Road, Los Lunas, New Mexico 87031

Parcel: #1-009-036-176-239-000000 / Owner: Robert A. Gutierrez / 2.37 Acres

#### **Purpose of Request**

The purpose of this Zone Change Request is to propose a new stealth-designed wireless facility on the property located at 17 Plata Rd., Los Lunas, NM 87301. The proposed wireless facility is needed to improve service quality and coverage to the surrounding area. Verizon Wireless will be the initial carrier to locate on the wireless facility, with the capability of 2 other carriers to collocate in the future. Representing both Sunstate Towers and Verizon Wireless, Pinnacle Consulting Inc. has been requested for services in the acquisition and development of the facility in this chosen location and jurisdiction. After discussing multiple options with the landlord and wireless carrier, we feel this is the least obtrusive location available due to the surrounding land uses and remote location.

#### **Description of Proposal**

Sun State Towers is proposing a stealth designed 85' Monoelm wireless facility, and a CMU wall compound. The Monoelm is painted and designed to look natural for blending in with the surrounding context, while the 8' tall CMU wall will screen all associated equipment and lease space from visibility. The panel antennas shall be located on the Monoelm at a centerline elevation of 80' and grouped into three sectors for full spectrum coverage. Each sector can hold up to four panel antennas, and the tower will have lease space for two additional carriers in the future (co-locatable). The construction phase is relatively fast and will be done upon receiving all approvals. Once construction is complete, these unmanned facilities will require very few site visits for service or maintenance.

Verizon Wireless will be the first carrier to locate on the facility with plans and specifications to follow. Ground equipment shall be housed in a state approved prefabricated equipment cabinet, located on a new 4'x10' concrete slab. Lease space, access, and utility easements will all be specifically described in the site plans and survey information provided. Cabling and conduit necessary for the facility shall be routed in a 12' utility easement (underground) to the pole structure, which also will be shown and labeled in the site plans executed. All facility plans will be designed to satisfy and meet the guidelines of the FCC and FAA respectively.

#### **Zone-Change Application Contents**

The following materials have been submitted as part of/in addition to this narrative:

- 1. Land Use Request Application
- 2. Non-refundable \$200 Check
- 3. Proposal Letter (this narrative)
- 4. Site Plans (required details included)
- 5. Property Report Card
- 6. Proof of Ownership (Deed & Agent Authorization Form)
- 7. Design Plans (required details included)

#### **Land Use Considerations and Impact**

a. The placement of the Wireless Facility on the lot or parcel and its potential effect on expanding existing or developing future land uses:

This proposal is the least obtrusive option for the land owner and its surrounding context, while also meeting the needs of Verizon Wireless and Sun State Towers building requirements. The parcel where the facility will be placed is zoned AL (Agriculture Land) and is in a remote area. Near the site are multiple farms with shade structures, silos, elevators, and other farming infrastructure. The facility will be placed away from the land owner's residence and crops for minimal disturbance. Due to the Monoelm stealth design, the enclosed CMU wall, and the location being proposed, we feel this site is optimal for functionality and context integration. With the future development along Highway 314, this facility will prove to be critical in improving the wireless service and coverage to the area nearby.

b. The cumulative effect that existing WCF in the vicinity of the site may have on the request:

The proposed site will provide enhanced wireless service to the surrounding area, filling gaps in coverage and strengthening signals where needed. The existing wireless facilities that surround the proposed site will recognize capacity relief as well, improving efficiency. Existing sites are reengineered when a new site is activated, as it allows surrounding sites to focus on smaller areas.

#### **Relationship to Surrounding Properties**

Surrounding the site and dominating most of the search ring are large residential and agriculture lots used for cattle and farming. To the west, there are a few houses but most of the available land is designated to the NM State Corrections Facility who expressed no interest. To the north and south are large operating farms with no residences, and to the east are a couple houses and then the Rio Grande. This minimal density provides ideal separation and visible seclusion for these types of facilities. Where the proposed location is, there are numerous tall trees that will disguise the proposed Monoelm facility into the area. By enhancing the surrounding area with a new wireless communications facility, this will improve emergency wireless services and possible response time. Since there should be no discernible impacts to pedestrian or vehicular transit, and the fact that the facility is stealth designed, we feel it should work seamlessly with the existing community.

#### **Location and Accessibility**

The site will be accessed through the southside of the parcel from Plata Rd. There is a locked gate that leads directly north to the proposed site. The grading is relatively flat with no access or foreseen drainage issues.

#### **Circulation Systems**

The proposed site's ground space can provide any parking requirements needed for general maintenance or service needed. The facility proposed will not generate significant trips once construction is complete, as tech maintenance will only occur about once a month during normal business hours typically. All related access easements and ground space is outlined in the site plans and design drawings with no assumed disruption to current circulation patterns.

#### **Operations Health and Safety**

Per FCC and FAA guidelines, the facility will be constructed and operated within strict conformance to federal codes. The facility will operate 24 hours a day / 7 days a week with no personnel needed on-site. The facility will be connected and monitored by a central switch center to ensure proper functionality. This facility will not emit any light, odor, noise, or pollutants, and should have no major impacts on the environment.

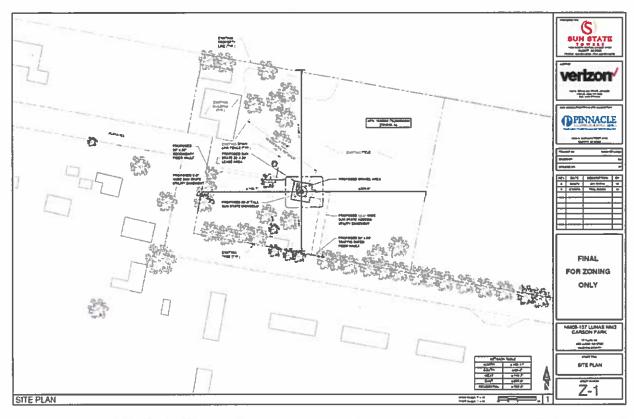
#### Public Utilities and Services

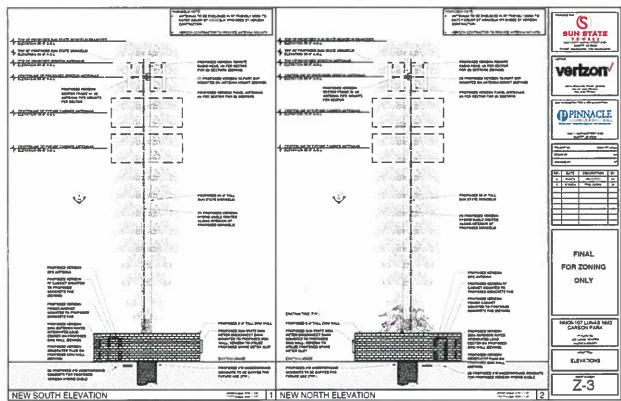
Power and Telecom are the only utilities required by the facility. There are multiple Public Service of New Mexico power poles on-site, and Century Link fiber connection hubs nearby.

#### **Closing Statement**

In evaluating the local area, Sun State Towers has determined that there are no co-location options available. The proposed wireless facility is critical to support the demands of the wireless network in this rapidly growing area. Using the most innovative stealth technology with added improvements for aesthetics, we aim to improve this surrounding wireless coverage area while placing it in the lease obtrusive space available. As required by Valencia County, we will submit all necessary information for zoning and building approvals. Please review the exhibit attachments included for more project information and site details supporting our request.

#### SITE PLANS EXHIBIT ATTACHMENT



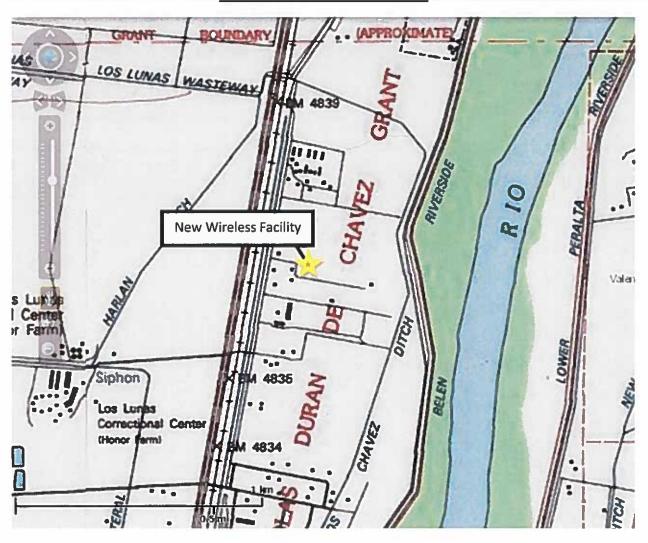


#### STREET MAP ATTACHMENT



Nearest Crossroads: Plata Rd Los & Lentes Rd SE (East off HGWY 314)

#### **USGS TOPO MAP ATTACHMENT**

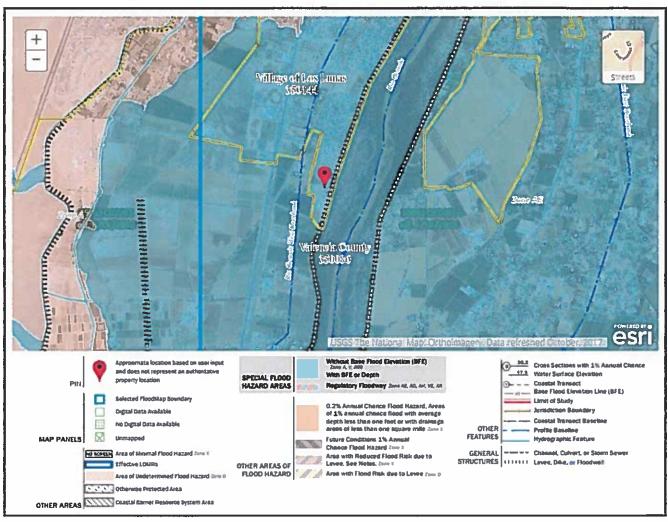


#### **FEMA FLOOD HAZARD MAP ATTACHMENT**

#### National Flood Hazard Layer FIRMette



Legend



#### **ZONE AE**:



Red Pin is based off Verizon Search Ring Coordinates: (34.783381, -106.733896)



#### **ASSESMENT & PROPERTY TAX INFO**







#### TAX MAP ATTACHMENT





#### **ZONING DISTRICT MAP ATTACHMENT**



#### Valencia County Zoning Maps Are Not Available on ASSESSOR / GIS MAP system.

- Residential Land: (Large Lots, Low-Density Farm Houses)
- Agriculture Land: (Farms, Cattle, Fields)
- Ommercial / Non-Residential Lots: (Storage, Farming,)
- Ogovernment Use: (Water Treatment, NM State Penitentiary, Road Extension)

NM3 Carson Park - Verizon Wireless Search Ring Coordinates (Proximity from Radius is limited)



#### **ZONING DISTRICT MAP ATTACHMENT**

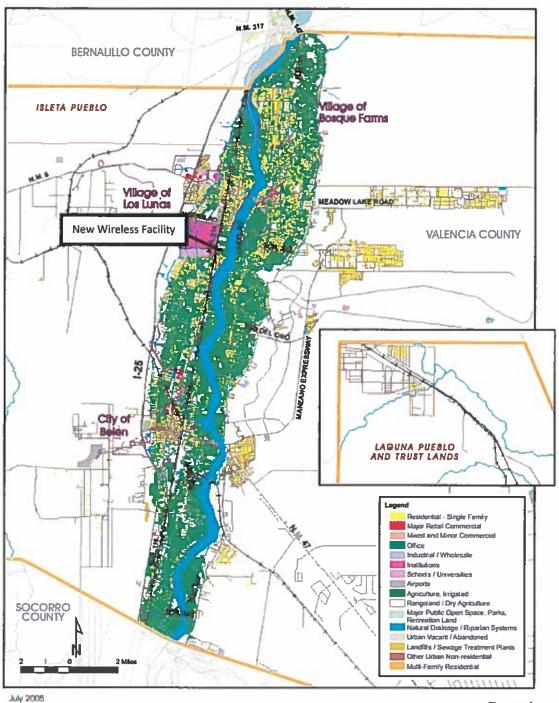




Figure 6 2004 Land Use



Verizon

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PINNACLE CONSULTING, INC.

1426 IN MARKAN BYREET 4-101 OLEDETT AZ 65250

PEV DATE DESCRIPTION
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DESCRIPTION

# SUN STATE Towers NM09-107 LUNAS / NM3 CARSON PARK

APN: 1009036176239000000

17 PLATA RD.

# LOS LUNAS, NM 87031 VALENCIA COUNTY

PROPERTY OWNER.
ROBENT A GATIBUREZ
P.O. BOX 1733
REJEN, NAS 87032
PHONE: [303] 419 8539

TOWER CHWIS:
BLH STATE TOWERS
1429 N. WANNEST STOIL
GALGETT, AS 8233
CONTACT CHAD WARD
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VICINITY MAP

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**FOR ZONING** 

ONLY

FINAL

EDITING PANCHO IS NOT AFFECTED BY THIS PROJECT . THIS PROJECT DOES NOT INCLUDE WATER OR SEWEI NM09-107 LUNAS / NM3 CARSON PARK 17 PLATA RD. LCS EABORE, ONE STREE VALENCIA GOLOUTY

PROJECT INFORMATION

LATTILDE LONGITUDE GAOLAND ELEYATION NEW SITE LOCATION

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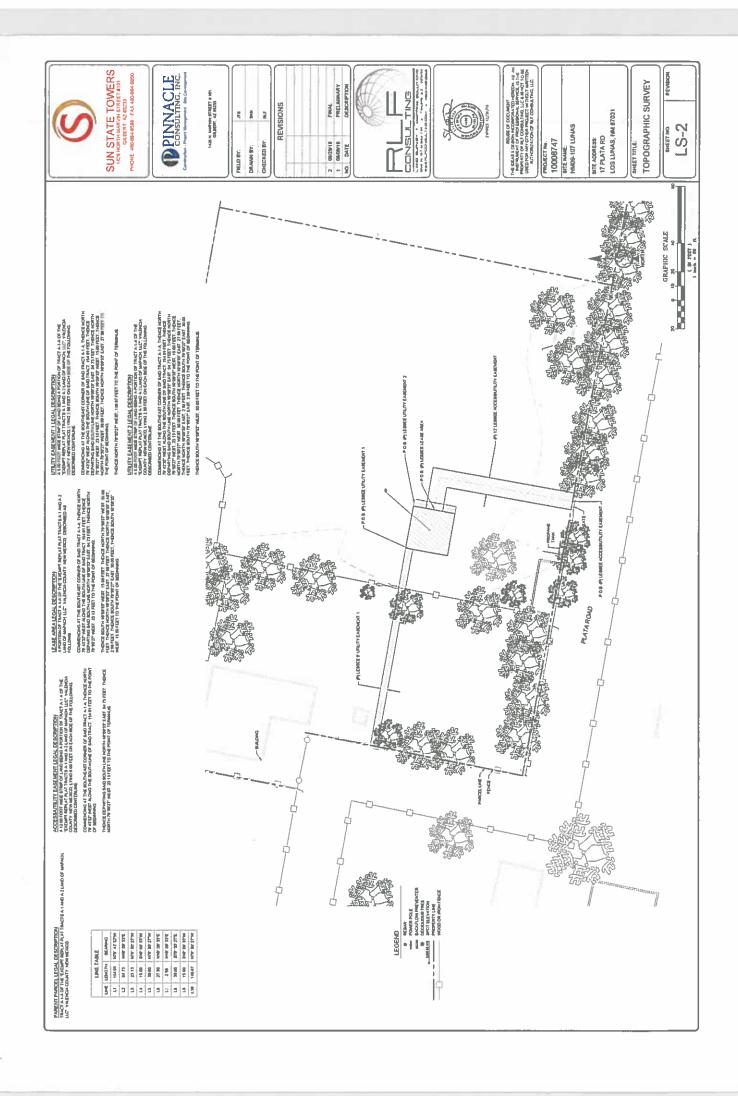
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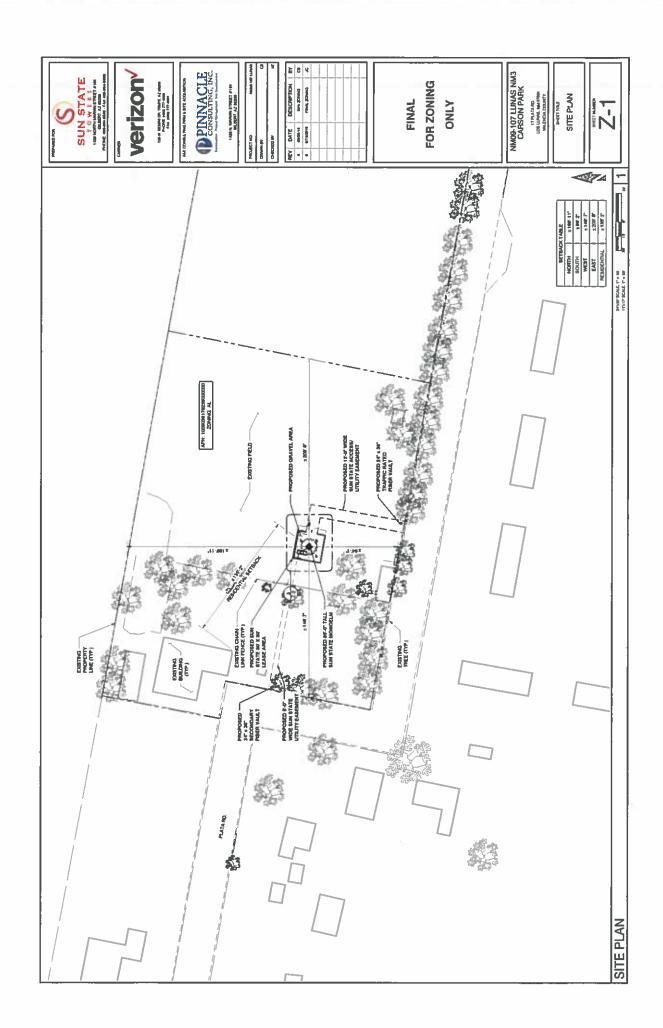
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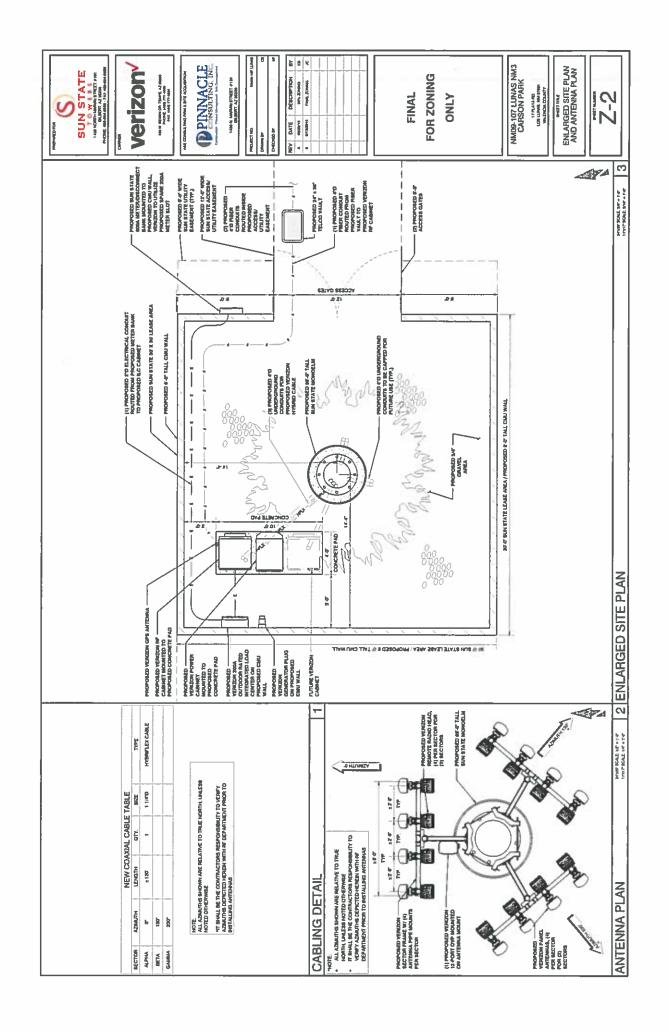
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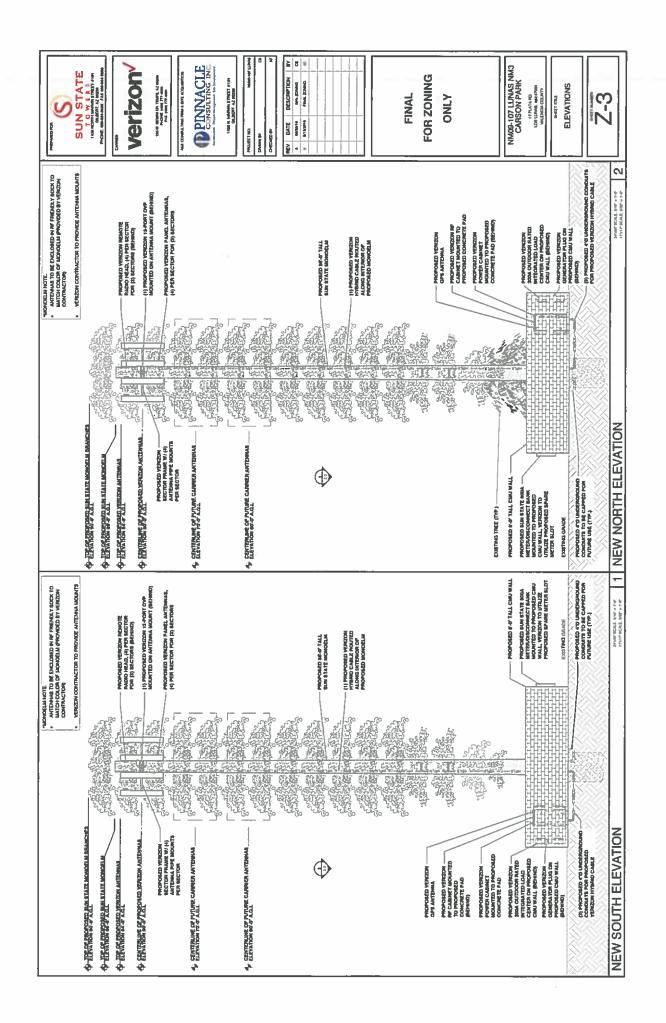
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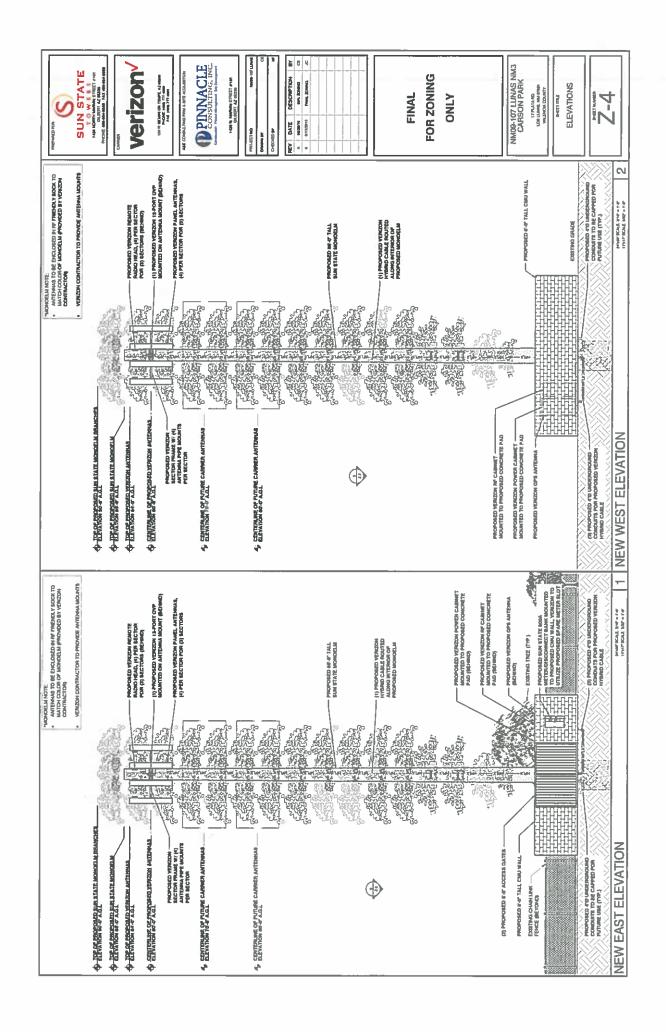
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### **Property Record Card**

Valencia Assessor

### **GUTIERREZ ROBERT A**

PO BOX 1703 BELEN, NM 87002

### Account: R154984

Tax Area: LL02\_R - LL02\_R Acres: 2.370

Override

N/A

N/A

N/A

### Parcel: 1-009-036-176-239-

000000 Situs Address: 17 PLATA RD

### Value Summary

Value By:

Residential (1)

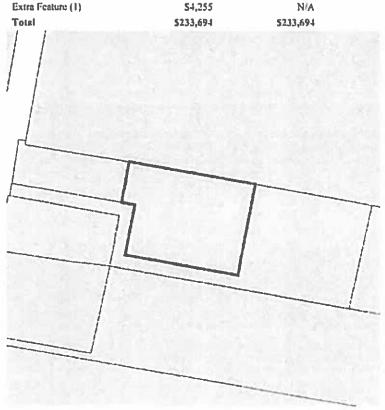
Land (1)

Land (2)

### Legal Description

Subd: LAND OF MAPACH LLC Tract: A1A 2.37 ACRES MAP 80

Los Lunas, 87031



Market

\$45,000

\$61,650

\$122,789

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Doc.#	Sale Date	Deed Type	Validity	Verified	Sale Price	Ratio	Adj. Price	Hatio	Time Adj. Price	Ratio
201606059	06/23/2016	WTYDEED	QV	Y	\$230,000	101.61	\$230,000	101.61	\$230,000	101.61
B300P4644	04/12/2007	DEED	QV	Y	\$350,000	66.77	\$350,000	66.77	\$350,000	66.77

### Land Occurrence 1

Property Code Land Code	•		100 \$45,000.00		
SuhArea		ACTUAL	EFFECTIVE	HEATED	FOOTPRINT
Land A		1	1	1	1
Total		1,00	1.00	1.00	1.00
	Value	Rate	Rate	Rate	Rate
	\$45,000	45,000.00	45,000.00	45,000.00	45,000.00

### **Property Record Card**

Valencia Assessor

Land Occurr	rence 2						
Property Code	0200 - NON-RES LAND		Percentage		100		
Land Code	23N - SUB VALUE PER ACR	le.	Rate		545,0	00.00	
SubArea		ACTUAL		CTIVE		HEATED	FOOTPRINT
Land A		1.37		1.37		1.37	1.37
Total		1.37		1,37		1.37	1,37
	Value	Rate		Rate		Rate	Rute
	\$61,650	45,000.00	45,	,000.000		45,000.00	45,000.00
Residential C	Occurrence 1						
Property Code	0120 - RES IMPROVEMENT		Percent		100		
Actual Year Built	1996		Architectural Sty	rle	2 - Sp	eculative	
Building Type	32R • RESIDENCE SINGLE		Condition		Norm		
Construction Quality	y 4.0		Effective Year Bo	uilt	1996		
Foundation	2 - Concrete Slob		Frame		7 - Br	ick	
Heating Type	4 - Forced		Roof Structure		2 - Ga	ıble	
Stories	1		UseCode		1		
Exterior Wall	I - Vencer		Percent		100		
Electricity	I - Adeq Outlets		SQFT		1499		
SubArea		ACTUAL	EFFEC	CTIVE		HEATED	FOOTPRINT
FIRST		1499		1499		1499	1499
Total		1,499.00	1,4	499.00		1,499.00	1,499.00
	Value	Rate		Rate		Rate	Rate
	\$122,789	81.91		81.91		81.91	81.91
Extra Featur	e Occurrence 1						
Property Code	0220 - NON-RES IMPROVEN	IENT	Percent		100		
Actual Year Built	1996		Description		POLE	BARN	
Building Number	1		Value		4255		
Rate	5.9100		Square Feet		720		
SubArea		ACTUAL	EFFEC	TIVE		HEATED	FOOTPRINT
Units		720		720		720	720
Total		720.00	-	720.00		720.00	720.00
	Value	Rate		Rate		Rate	Rate
	\$4,255	5.91		5.91		5.91	5.91
Abstract Sum	imary						
Code Classi	fication	Actual \	'alue Value		xable Value	Actual Value Override	Taxable Override
0100 RESIDI	ENTIAL LAND		\$45,000	:	515,000	NA	NA
0120 RES IM	IPROVEMENT		\$122,789	:	\$40,930	NA	NA
0200 NON-R	ES LAND		\$61,650		\$20,550	NA	NA
0220 NON-R	ES IMPROVEMENT	\$4,255			\$1,418	NA	NA
Tatal			\$233,694		577,898	NA	NA

### Return to SP accord 519-GAZ FIDELITY NATIONAL TITLE INSURANCE CO

Return To:

Fidelity National Title Insurance Company 8500 Menaul Blvd NE, Suite B-150 Albuquerque, NM 87112

201606059 WTYDEED

06/24/2016 01:15:18 PM Total Pages: 1 Fees: \$25.00

Peggy Carabajal, County Clerk, Valencia County, New Mexico

GF No.: SP000001519

### WARRANTY DEED

George Chandran, sole member of Mapach, LLC, a New Mexico limited liability company

for consideration paid, grant to

Robert A. Gutlerrez, an unmarried man

whose address is P.O. Box 1703, Belen, NM 87002

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

Tract A-1-A of the Exempt Replat Plat Tracts A-1 and A-2 Land of Mapach, LLC, Valencia County, New Mexico, comprising Tract A-1 and Tract A-2 exempt division plat of land of Mapach, LLC, M.R.G.C.D. Map 80 within projected Section 4, T. 6 N., R. 2 E., N.M.P.M. within the Nicolas Duran de Chavez Grant, Valencia County, New Mexico, as the same is shown and designated on the plat of said addition filed in the office of the County Clerk of Valencia County, New Mexico, on June 14, 2016 in Cabinet N, page 435.

with warranty covenants.

SUBJECT TO Patent, reservations, restrictions, and easements of record and to taxes for the year 2016, and subsequent years.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 6-23-16.

Mapach, LLC, a New Mexico limited liability company

SOLE MENBER MAPACH LL.C.

George Chandran Sole Member

State of NEW MEXICO County of VALENCIA

This instrument was acknowledged before me on this 231 day of 100 June 2016, by Mapach, LLC, a New Mexico limited fiability company.

**Notary Public** 

OFFICIAL SEAL Geraldine A. Lowe

DRAWING NUMBER

DRAWING NUMBER

COMPRISING TRACT A-1 AND TRACT A-2
EXEMPT DIVISION PLAT OF LAND OF MAPACH, LLC
M.R.G.C.D. MAP 80
WITHIN PROJECTED SECTION 4, T8N, R2E, N.M.P.M.
WITHIN THE NICOLAS DUBAN DE CHAVEZ GRANT
VALENCIA COUNTY, NEW MEXICO
MAY 2016 DESCRIPTION OF THE PROPERTY OF THE PARTY OF LAND OF MAPACH, LLC EXEMPT REPLAT PLAT **FRACTS A-1 AND A-2** 

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(manual lines)

PACTIE SAIN BROCK MEN

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Jest!

mylogaes

DATE 6.4.16

LENCIA COUNTY APPROVAL

PUBLIC UTLITY EASEMENTS shown on the plat are granted for the compror

PUBLIC UTUTY EASEMENTS

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SCALE 1" = 100"

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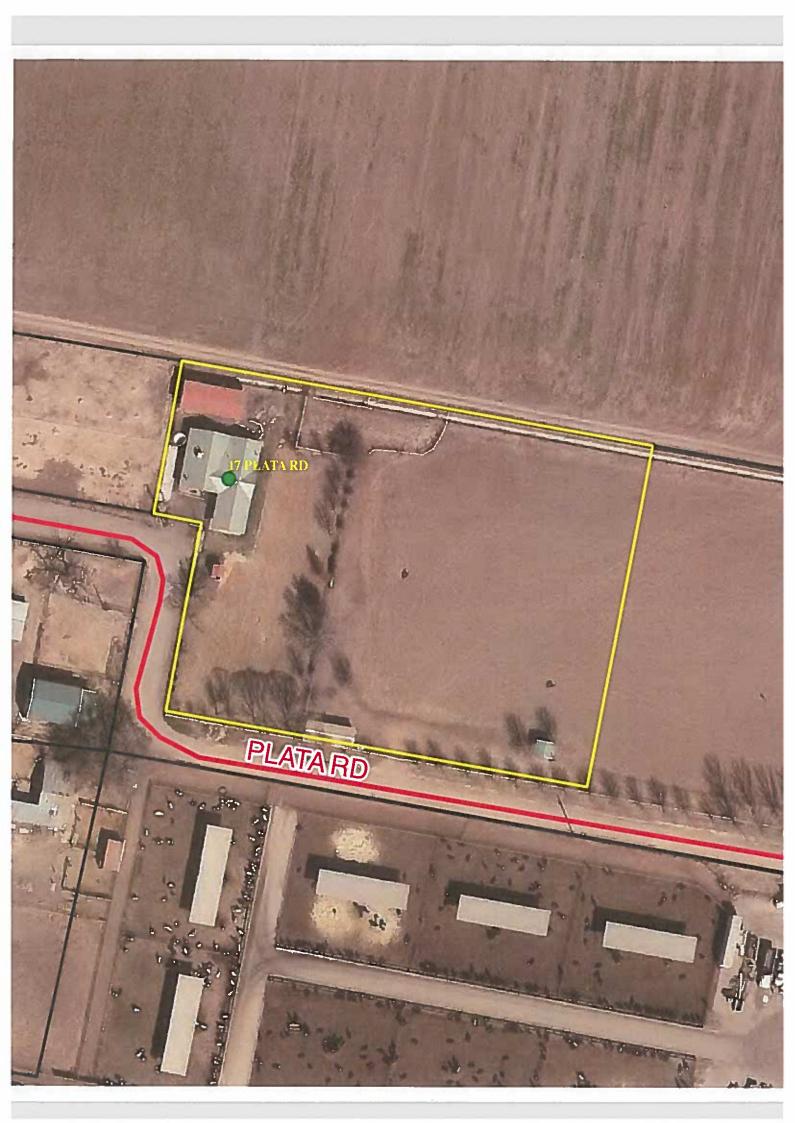
State of 1/17 County of 1/1/cnc.o.

DAVID TIBBETTS SURVEYING COMPANY P.O. BOX 2337, LOS LUNAS, N.M. 87031 505-865-0396 ilibettssurveying.com

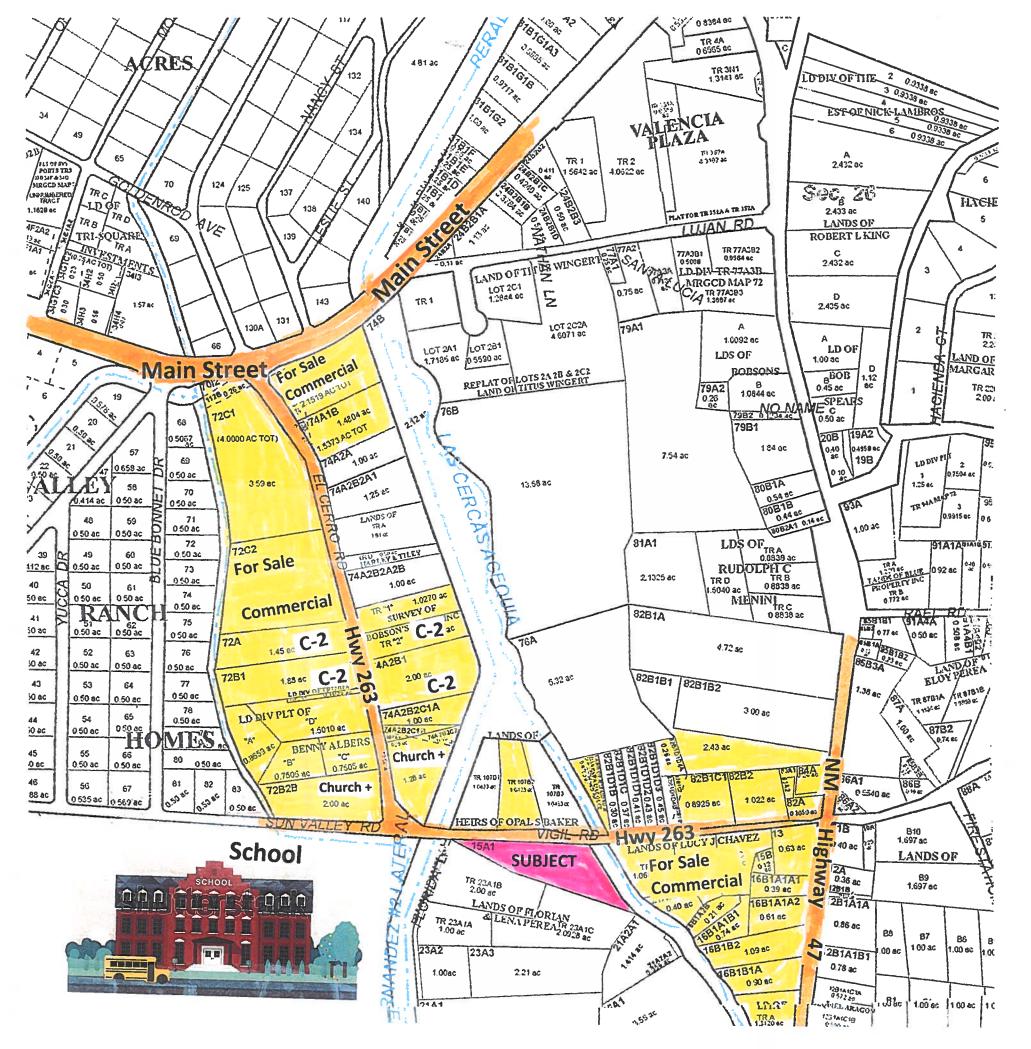
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PAGE

CABINET N







### **Area Description**

The subject property is located on highway #263 and consists of 2.13 acres, as per current survey. Highway #263 is a loop approximately Seven tenths of a mile long that connects Main Street Los Lunas to NM Hwy 47. The coded map indicates that the properties along this loop are predominantly non -residential. The Subject property is situated on the South side of the highway which contains zero residences along the entire frontage from Main Street to Hwy 47. All properties on this side of the highway are either commercial, school or church properties. The other side of the road is similar but contains approximately 5 habitable residences. The land use ratio is approximately 90% non-residential. The zoning and land use is trending to 100% non-residential. A preliminary preview of the Highway 263 businesses include the following:

- 1) Accounting firm
- 2) Auto Glass Co.
- 3) Tire sales & repair
- 4) Acupuncturist
- 5) Counseling Service
- 6) Body Shock (fitness center)
- 7) 4000 Sq ft building for lease
- 8) 2000 sq ft building for lease
- 9) El Cerro Center (business plaza)

### Color Code:



**Subject Property** 



**State Highways** 



**Non Residential Property** 

# MANUAL PROPERTY OF THE PROPERT

news-bulletin.com

# Rural incubator on its way to reality; building identified

By Julia M. Dendinger News-Bulletin Assistant Editor

preneurs throughout Valencia County is one step closer to A business incubaton to help fledgling businesses and entre-

elected officials on its progress ing — the Valencia Association village of Los Lunas economic in securing a location and fund-At the Feb. 18 VALEO meet-Mims and members of the board of directors for the incubator project briefed a handful of local development manager Ralph of Local Elected Officials -

of Los Lunas and city of Rio Spearheaded by the village Communities, the proposed incubator will be open for any one in the county, Mims said. ing for the project.

businesses and aspiring entre-preneurs to stay in Valencia "When this gets going, it will be the only rural incubator in New mortar (locations)," Mims said. "It's important for our small County and grow jobs and eventually, go into brick and

The board for the incubator project is closing in on getting it's nonprofit, 501c3 status finalized, said board president Ben "Everything was filed last Mexico."

Until the organization is granted federal 501c3 status, it "Then the attorney will send that to the IRS, so hopefully in about cannot accept funding or donadocuments from the Secretary of week and we should have all the State this week," Romero said.

a lot of steps but that commit-

ment looks very strong," he said.

want to reiterate ... there are still

The incubator will be avail-

able to any person in any community in the county, Mims

"We have none of that and I

totaling about \$100,000.

have funding yet, Combs said it

While the project doesn't

director and part-time adminis-

MARCH 5, 2020 • 5A

TIPOTO STORY

trative assistant and other opera-

tional costs.

has received verbal commitment from various groups individuals "Any aspiring person can use

it," he said.

emphasized.

Los Lunas Small Business Development Center, said the organization would be teaming up with the incubator to get its clients one-on-one business

Chris Garcia, with the

Julia M. Dendinger | News-Bulletin photo This vacant building at 22 El Cerro Loop will soon be the home of the Valencia County business incubator, which will be available for entrepreneurs throughout the county.

continuing east and connects to Los Lunas to N.M. 47, before Meadow Lake Road.

While it has a Los Lunas building is actually in an unin-corporated part of the county, board treasurer/secretary Kekoa address, the 4,000 square foot Gonzales said.

The building is divided into Gonzales, which will allow the incubator to start small and grow two, 2,000 square foot spaces, into the additional space.

in January 2018.

**Fraining and Applications** 

"This space is beautiful to put in offices, then, what we'll be need. It's accessible to everyone growing into, a hybrid incubator with some kind of kitchen incubator," Gonzales said. "It has the power and water resources we

In preparation for that, the

tions, Mims said.

via phone and said funding for the incubator can come from a variety of sources, including the try, philanthropists, patrons and banks using the Community users themselves, local indusbusinesses, federal sources, such as the USDA and from local and grow out of it, just like the The concept of a county Combs, the managing director of IOTA — Incubation Operations, "We will use it as a resource faced about three years ago and with the assistance of Russell wide business incubator surbusinesses will," he said.

nering with The University of

for. The incubator is also part-

New Mexico's Lobo Rainforest

business incubator.

"We will have space with classrooms and offer training a few times a week," Gonzales said. "This project gets me super

consultations SBDC is known

CRA funds come from legislation from the late 1950s that some of their profits back into mandates any bank in the U.S. with a certain dollar amount in activity in a given region return Reinvestment Act. the area of edible products. It feasibility study was competed The study found a small business incubator is feasible in

pumped. I think this is going to

change a lot of lives."

preneurial projects," Combs "Banks want to fund entresaid. "This is a good opportunity the community customer base.

for them."

this," Mims said. "We want to grow the economy here in Valencia County keen our voung

"We see a real need to have

indicated the county would need

Valencia County, especially

a mixed use, kitchen incubator.

Commissioner Tom Mraz, Los ing included Valencia County Lunas Mayor Charles Griego and Councilor Cruz Munoz, and Rio Communities Councilors attended the VALEO meet-Elected officials

The incubator has an initial

estimated commencement bud-

Caritana Bill B.

### **BOARD OF COUNTY COMMISSIONERS**

APPROVED, ADOPTED AND PASSED	on thisday of, 2020
Jhonathan Aragon Chair, District V	Gerard Saiz Vice-Chair, District I
Tom Mraz Commissioner, District II	David A. Hyder Commissioner, District III
Charles D. Eaton Commissioner, District IV	
Attest:	
Peggy Carabajal	
Valencia County Clerk	



# VALENCIA COUNTY Board of County Commissioners Agenda Request Form



**Commission Sponsor:** County Manager for Regular County Business

Department Head: Community Planner, Gabriel Luna

**Individual Making Request:** Avilio Chavez **Presentation at Meeting on:** March 18, 2020

Date Submitted: March 9, 2020

Title of Request: Consideration of Zone Change No. 2020-001, from RR-2 to C-2

### **Action Requested of Commission:**

Consideration of Zone Change No. 2020-001, from RR-2 to C-2 for future development, (Chavez, Avilio), The legal description is as follows: Tract 15A1; D, Section 35, Township 7 North, Range 2 East; MRGCD Map 76 NMPM; Los Lunas, NM 87031; Zoned Rural Residential 2 (RR-2); 2.13 ac, filed in the Cabinet I, Page 680 in the Office of the Valencia County Clerk.

### **Information Background and Rationale:**

At the January 28, 2020 Planning & Zoning Commission Hearing, the Planning & Zoning Commission approved Avilio Chavez's application (ZC2020-001) for a zone change from Rural Residential 2 (RR-2) to Community Commercial (C-2) for future development. Currently zoned Rural Residential 2 (RR-2); Containing 2.13 ac, with the Legal Description of Tract 15A1; D, Section 35, Township 7 North, Range 2 East; MRGCD Map 76 NMPM; Los Lunas, NM 87031; Zoned Rural Residential 2 (RR-2); 2.13 ac, filed in the Cabinet I, Page 680 in the Office of the Valencia County Clerk.

### What is the Financial Impact of this Request:

There are no foreseen long-term financial impacts associated with this request.

### <u>Legal:</u>

Pursuant to §154.061(C), a quasi-judicial zone change to a zoning map may be authorized provided that the applicant demonstrates compliance with the following criteria:

- (1) The proposed change is consistent with the goals, policies and any other applicable provisions of the comprehensive plan;
- (2) The proposed change is appropriate considering the surrounding land uses, the density and pattern of development in the area, any changes which may have occurred in the vicinity to support the proposed amendment and the availability of utilities and services likely to be needed by the anticipated uses in the proposed district; and
- (3) The proposed change enhances the county's protection of the public health, safety and welfare of Valencia County (*David Pato*)

### Finance:

Not applicable (Loretta Trujillo)

☐ Procurement Complete as Described Below:

### **Purchasing:**

□Any purchases that may result from these funds in the future shall adhere to the VC Purchasing
, 1
Policy Limits and the NM State Procurement Code.
☑ Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services
(Rustin Porter)

### **Planning & Zoning Commission Meeting**

### **Table of Contents**

- 1. Agenda Request Form
- 2. Application
- 3. Proposal Letter
- 4. Property Information
- 5. Site Plan
- 6. Photos and Maps
- 7. Department Reviews
- 8. Legal/Public Notice
- 9. Additional Information



### Valencia County Planning and Zoning Commission

### **Agenda Request Form**

MEETING DATE: January 28, 2019

**Request Title:** Request for a zone change from Rural Residential 2 (RR-2) to Community Commercial (C-2) for future development, (Chavez, Avilio) **Application: ZC** #2020-001

**Legal Description:** Tract 15A1; D, Section 35, Township 7 North, Range 2 East; MRGCD Map 76 NMPM; Los Lunas, NM 87031; Zoned Rural Residential 2 (RR-2); 2.13 ac, Filed in Cabinet I, Page 680 in the Office of the Valencia County Clerk.

**Request Description:** The property owners want to change the zoning for future development.

**Background:** The property owner(s) have requested to come before the board to request a zone change from Rural Residential 2 (RR-2) to Community Commercial (C-2). Please refer to appendix seven in your packet for departmental review comments.

**Analysis:** This request is for a zone change from Rural Residential 2 (RR-2) to Community Commercial (C-2). Based upon the application and all available supporting information, this request appears to meet all the applicable standards and criteria for a zone change within Sections 154.121 of the Valencia County Zoning Code.

### VALENCIA COUNTY

COMMENTY DEVELOPMENT DEPARTMENT

444 Luna Avenue Los Lunas, NM 87031 (505)866-2050 Fax: (505)866-2424 www.co\_valencia.nm.us



### **APPROVED**

DENIED

### LAND USE REQUEST APPLICATION

CONDITICMAL USE: (\$150.00) CU# VARIANCE: (\$150.00) V#							
TEMPORAIRY USE: (\$150.00) TU#							
ZONE CHANGE/MASTER PLAN AMENDMENT: (\$350.00) ZC# 2020 -001 FILM PERMIT: (\$150.00) TU#							
SITE DESIGN REVIEW: (\$350.00 COMMERCIAL/ \$750.	00 INDUSTRIAL) SDR# WCF/C	O-LOCATION: (\$200,00) WCF#					
		W FEE, SITE PLAN, PROPOSAL LETTER,					
LEGAL DESCRIPTION	ZONING:	HE PROPERTY AND GENERAL VICINITY OTHER PERMITS ISSUED: VTUCU					
		OTHER PERMITS ISSUED: VTUCU					
TOWNSHIP TN RANGE 2 E SECTION 35	FLOOD ZONE: BFE:	PERMIT #					
MAPBOOK/CABINET_N PAGE (0 % 0	ELEVATION CERTIFICATE#	LOMACLOM-F					
TRACT/LOT 15 A \ BLOCK UNIT	PRE CONSTRUCTION FINAL	APP#:					
SUBDIVISION/LANDS OF:	White-reducestrengendenge						
	When name	PHONE 505 388 4808					
MAILING ADDRESS 236 800THILL LOOP	SPACE CITY	STATE NM ZIP 8703)					
PROJECT LOCATION / SITE ADDRESS:		NMED SEPTIC PERMIT #					
10110371	79509 Vigil Rd.	N/A					
AGENT (IF APPLICABLE):	J						
CURRENT USE OF PROPERTY:	nt Land	W.					
BRIEF DESCRIPTION OF REQUEST:							
2.13 deve parcel	surrounded by Comen	cercial we would					
like to obtain the	sauce designation	which is the best					
uge of the zuggerty	C-2.						
OFFICIAL USE ONLY							
APPLICATION RECEIVED BY:	Valarel	DATE: 12-18-19					
APPLICATION DEEMED COMPLETE:	DATE:						
APPLICATION APPROVED/DENIED: DATE:							
	2020	LIGHT SPOT HORSE SCHOOL SPORT					
hereby acknowledge that I have read this entire apprequirements of Valencia County and the State of Ne	lication and affirm that all of the provided inform	nation is correct. I agree to comply with the					
a r	w mayien ia manahina as onniuan in an abbiican	is state 1948 suc 1969! Oldiusuces.					
	and the state of t	. 1					
Printed Name	Signature	12/18/19					

### **Property Record Card**

Valencia Assessor

HOOPER THERESA V C/O: GIBSON MICHAEL **Account: R084368** 

Acres: 2.130

Parcel: 1-011-037-179-509-

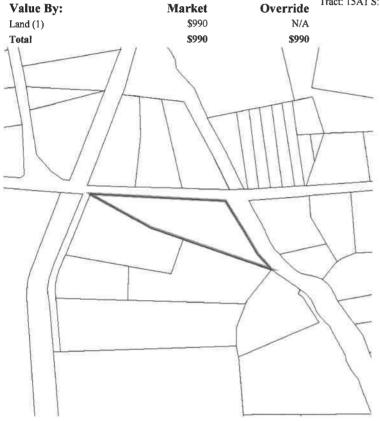
Tax Area: LL02\_NR - LL02\_NR **000000** 

Situs Address:

236 BOOTHILL LOOP SW LOS LUNAS, NM 87031

Value Summary

Legal Description



Sal	e	D	я	ta.
~~41	•	~	64	444

Doc. #	Sale Date	Deed Type	Validity Verified	Sale Price	Ratio	Adj. Price	Ratio	Time Adj. Price	Ratio
201908033	07/31/2019	REC	N	\$0	N/A	\$0	N/A	\$0	N/A
Land Occ	currence 1								
Property Code		0400 <b>-</b> AGRICI	JLTURAL LAND	Percentage		100			

Land Code	FM0 - FARMLAND/PAS	T/AGRIC Rate	e	\$465.00	
SubArea		ACTUAL	EFFECTIVE	HEATED	FOOTPRINT
Land A		2.13	2.13	2.13	2.13
Total		2.13	2.13	2.13	2.13
	Value	Rate	Rate	Rate	Rate
	\$990	464.79	464.79	464.79	464.79

### **Abstract Summary**

110001					
Code	Classification	Actual Value Value	Taxable Value	Actual Value Override	Taxable Override
0400	AGRICULTURAL LAND	\$990	\$330	NA	NA

County
Valencia
Profile
Property

Version: 01/01/2020 Tax Year: 2020 30.390000 R084368 Mill Levy: Account:

LL02 NR B-5-35 Active

Area ID:

Account Type:

Parcel: 1-011-037-179-509-000000 Map Number: Status: Estimated Tax: \$12.92

"This mill levy is from the most recent tax roll

Property Location

Name and Address Information

HOOPER THERESA V

C\O GIBSON MICHAEL 236 BOOTHILL LOOP SW LOS LUNAS, NM 87031

No Location Information Available

# Legal Description

Tract: 15A1 S: 35 T: 7N R: 2E 2.13 ACRES PLAT N-680

rmation	
ent Info	
sessme	
AS	

							<b>User Remarks</b>		
Taxable				349	Taxable				349
Acres	2.250			2.250	Acres	2.250			
Sq Ft					Sq Ft				
Assessed	349		0	349	Assessed	349			349
Actual	1,046			1,046	Actual	1,046			1,046
2020	Land	Improvements	Exempt	Total	2019	Land	Improvements	Exempt	Total

### Real Estate Contract

Property Address: Vacnat Land / Hwy 263, Los Lunas, New Mexico 87031

This form does not contain disclosures required by the Consumer Protection Act "Truth in Lending" (TILA) and/or Federal Reserve Regulation Z (Regulation Z). Use this form only in conjunction with another instrument incorporating the required disclosures or for transactions exempt from TILA and Regulation Z. Also, effective January 1, 2014, TILA has placed restrictions on certain seller financing transactions. Use this form only for transactions that comply with or are exempt from such restrictions.

THIS REAL ESTATE CONTRACT (this "Contract") IS MADE on the 31st day of July, 2019 (the "Effective Date"), by Theresa V. Hooper, a single woman, whose address is 8509 Rayburn Road, Bethesda, Maryland 20817 (the "Seller"), and Avilio Chavez, an unmarried man, whose address is 236 Bothill Loop SW, Los Lunas, New Mexico 87031 (the "Buyer"), who is purchasing as an INDIVIDUAL.

Seller and Buyer agree:

1. SALE: Seller sells to Buyer the following described real estate (the "Property"), in the County of Valencia and State of New Mexico:

Tract 15A1 of Boundary Survey Plat of Tract 15A1, M.R.G.C.D. Map 76, as said Tract is shown and designated on the Plat thereof, recorded in the Office of the County Clerk of Valencia County, New Mexico on July 24, 2019 in Plat Cabinet "N" at Page 680;

Subject to reservations, restrictions, covenants, easements of record, the lien of the Middle Rio Grande Conservancy District, taxes and assessments and the "Prior Obligations" (the "Permitted Exceptions").

### 2. PRICE AND PAYMENT:

A. BUYER WILL PAY:

### **CONTRACT SALES PRICE:**

(Total of Down Payment, Assumed Prior Obligations and Balance Due Seller)

\$94,635.00

(NINETY FOUR THOUSAND SIX HUNDRED THIRTY FIVE AND NO/100 DOLLARS)

(1) DOWN PAYMENT

\$10,000.00

(TEN THOUSAND AND NO/100 DOLLARS)

(2) BALANCE DUE SELLER (including wrapped Prior Obligations)

\$84,635,00

(EIGHTY FOUR THOUSAND SIX HUNDRED THIRTY FIVE AND NO/100 DOLLARS)

PAYABLE AS FOLLOWS:

In monthly installments of \$700.00 each, or more, at Buyer's option, including interest from date hereof on the unpaid principal balance at the rate of 5.50% per annum, commencing August 31, 2019 and on or before the 31st day of each successive month thereafter until paid in full.

Prior Inspection by Buyer of Property (Including Improvements) and Acceptance "As Is" and "With All Faults." Seller has afforded the Buyer with the opportunity to inspect the Property (including any Improvements), and Buyer has inspected the Property (and including any Improvements) to such extent and degree as Buyer desires. Buyer accepts the Property (including any Improvements) "as is" and "with all faults" and acknowledges that Seller (including any broker, employee or agent representing Seller) has made no verbal or written statement, statement of condition or representation or warranty which is inconsistent with Buyer's purchase of the Property and Improvements on the basis described herein.

If not sooner paid pursuant to the terms of this Contract, the entire Balance Due Seller shall be due and payable thirty (30) years from the date of the first payment.

201908033 REC 08/07/2019 09:08:25 AM Total Pages: 5 Fees: 25.00 Pegsy Carabajal, County Clerk, Valencia County New Mexico

PAGE 1 OF 6

Seller TVH / Buyer Me

Th Th. 1700.17		
Balance Due S the Effective D	EREST ON BALANCE DUE SELLER. Except as specially will bear interest at the rate of Five and One Half per obate, and the payments will be paid to Escrow Agent (named bed interest due to Seller is fully paid.	entum (5.50%) per year (the "Interest Rate") from
payment that is	E CHARGES AND COLLECTION COSTS. A late chase over fifteen (15) days overdue. Late charges will be paid to Sitting, Escrow Agent may accept a regular payment without the later than the la	eller as additional interest. Unless otherwise instructed
D. APPI (1) In	LICATION OF PAYMENTS ON BALANCE DUE SEI nitial only one of the following two paragraphs.	LER.
Initials schee	IODIC INTEREST. Payments received by Escrow Agent, a duled installments in the order in which payments are due and value respective due dates, first to interest and then to the Balance	vill be credited as though the payments had been made
	LY INTEREST. Payments will be applied as of the date o to the Balance Due'Seller.	receipt by Escrow Agent, first to accrued interest
TO H		908033 REC 17/2019 09:06:25 AM Page 2 of 6
writing at the prepayment wi	I payments will be assumed to be regular payments, and not time of delivering the payments to Escrow Agent. Buyer may ill be credited first to accrued interest, then to the Balance Due 5 ng any prepayments, Buyer will make the next regularly schedul	prepay all or any part of the Balance Due Seller. Any leller, and then to Prior Obligations assumed by Buyer.
3. PRIOR O	DBLIGATIONS.	
A. Ea	ach of the following Prior Obligations is currently outstand	ling on the Property:
Lien	or Obligation/Holder Loan Number	Recording Data
None	В	
FOLLOWING	F ANY PRIOR OBLIGATIONS ARE CURRENTLY OF PARAGRAPH WILL APPLY. Seller and Buyer appropriate of obtaining account information as needed from the holders of	oint Escrow Agent as their Attorney-in-Fact for the
FOLLOWING	G PARAGRAPH WILL APPLY. Seiler and Buyer app	noint Escrow Agent as their Attorney-in-Fact for the the Prior Obligations.
FOLLOWING limited purpose	G PARAGRAPH WILL APPLY. Seller and Buyer applies of obtaining account information as needed from the holders of	noint Escrow Agent as their Attorney-in-Fact for the the Prior Obligations.  ft blank.
FOLLOWING limited purpose  4. BUYER 7 LIENS AN	G PARAGRAPH WILL APPLY. Seller and Buyer applied of obtaining account information as needed from the holders of  This space is intentionally to  TO MAINTAIN PROPERTY, PAY INSURANCE, TA	the Prior Obligations.  ft blank.  XES AND PAVING, UTILITY AND OTHER
4. BUYER 3 LIENS AN	This space is intentionally leader of obtaining account information as needed from the holders of obtaining account information as needed from the holders of the space is intentionally leader of the space of	the Prior Obligations.  If blank.  XES AND PAVING, UTILITY AND OTHER  good condition as on the Effective Date, excepting governing the use of the Property, including but not excepting the use of the Property including but not excepting and Seller as their interests may appear. Buyer a insurance policy to Seller annually before expiration and or diminished without a minimum of 15 days prior the improvements upon the Property shall be insured insurance in the amount of
4. BUYER 3 LIENS AN	This space is intentionally to  intentionaly to  This space is intentionally to  This space is intentionally	the Prior Obligations.  If blank.  XES AND PAVING, UTILITY AND OTHER  good condition as on the Effective Date, excepting governing the use of the Property, including but not ecoverage with an insurance company satisfactory to Buyer and Seller as their interests may appear. Buyer insurance policy to Seller annually before expiration ed or diminished without a minimum of 15 days prior the improvements upon the Property shall be insured insurance in the amount of
4. BUYER TLIENS AT A. B. ***  ****  ***  **  **  **  **  **  **	This space is intentionally Ie  TO MAINTAIN PROPERTY, PAY INSURANCE, TA  ND CHARGES; AND SELLER'S RIGHTS.  MAINTENANCE. Buyer will maintain the Property in as normal wear and tear. Buyer will obey all applicable laws limited to environmental laws.  INSURANCE. Buyer will maintain the following insurance Seller. Such insurance will be maintained for the benefit of it will furnish a copy of the insurance policy or certificate of the of existing insurance stating that coverage will not be cancell written notice to Seller.  (1) To protect the Buyer's Interest in the Property, insural against the hazards covered by fire and extended coverage her Paragraph (a) or (b) below): (a) S; OR	ft blank.  XES AND PAVING, UTILITY AND OTHER  a good condition as on the Effective Date, excepting governing the use of the Property, including but not a coverage with an insurance company satisfactory to Buyer and Seller as their interests may appear. Buyer a insurance policy to Seller annually before expiration and or diminished without a minimum of 15 days prior the improvements upon the Property shall be insured insurance in the amount of the improvements or the Balance due Seller; and y insurance in an amount not less than \$500,000.00, shall be maintained with Seller as
4. BUYER TLIENS AT A. B. ***  ****  ***  **  **  **  **  **  **	This space is intentionally Ie  This space is intentionally Ie  This space is intentionally Ie  TO MAINTAIN PROPERTY, PAY INSURANCE, TA  ND CHARGES; AND SELLER'S RIGHTS.  MAINTENANCE. Buyer will maintain the Property in as normal wear and tear. Buyer will obey all applicable laws limited to environmental laws.  INSURANCE. Buyer will maintain the following insurance Seller. Such insurance will be maintained for the benefit of I  will furnish a copy of the insurance policy or certificate of the of existing insurance stating that coverage will not be cancell written notice to Seller.  (1) To protect the Buyer's Interest in the Property, insurance against the hazards covered by fire and extended coverage her Paragraph (a) or (b) below):	ft blank.  XES AND PAVING, UTILITY AND OTHER  a good condition as on the Effective Date, excepting governing the use of the Property, including but not a coverage with an insurance company satisfactory to Buyer and Seller as their interests may appear. Buyer a insurance policy to Seller annually before expiration and or diminished without a minimum of 15 days prior the improvements upon the Property shall be insured insurance in the amount of the improvements or the Balance due Seller; and y insurance in an amount not less than \$500,000.00, shall be maintained with Seller as

- C. TAXES. The property taxes for the current year have been divided and prorated between Seller and Buyer as of the Effective Date, and Buyer is responsible for and will pay the taxes and assessments of every kind against the Property. If permitted by the applicable assessor, Buyer will have the Property assessed for taxation in Buyer's name. Unless taxes are paid through an escrow account, Buyer will send copies of paid tax receipts to Seller within 30 days after the taxes become due and payable.
- D. PAVING, UTILITY AND OTHER IMPROVEMENT LIENS AND CHARGES. Subject to proration, Buyer assumes any paving, utility or other improvement liens or charges now or later assessed against the Property and will pay all installments of principal and interest thereon that become due after the Effective Date.
- E. SELLER'S RIGHTS. If Buyer fails to pay any amounts required to be paid by Paragraphs 4B, C and D before the amounts become delinquent, Seller may pay the amounts (but is not obligated to do so) for protection of the Property and Seller's interest in the Property. Payment of the amounts will not be deemed a waiver of Buyer's default for failure to pay the amounts, and the amounts that have been paid will be immediately due and payable to Seller, and will bear interest until paid at the highest Interest Rate provided in Paragraph 2B.
- 5. BUYER'S RIGHT TO POSSESSION. Buyer will be entitled to take and retain possession of the Property unless and until Buyer's rights in the Property are terminated by Seller as provided in Paragraph 8.
- 6. BUYER'S RIGHT TO SELL, ASSIGN, CONVEY, OR ENCUMBER. A sale, assignment, conveyance or encumbrance of all or any portion of Buyer's interest in this Contract or the Property to any person or entity (an "Assignee") constitutes a Transfer under this Contract.
- A. SALE WITHOUT CONSENT OF SELLER. A Transfer to an Assignee will not require the consent of Seller. Buyer will not, however, be released from Buyer's obligations under this Contract by any Transfer under this Paragraph. Buyer will deliver a copy of the written evidence of the transfer (the "Transfer Document") to Escrow Agent.
  - B. NO SALE WITHOUT CONSENT OF SELLER.

CAUTION: THE FOLLOWING PARAGRAPH SEVERELY RESTRICTS THE RIGHT OF BUYER TO TRANSFER THIS CONTRACT AND THE PROPERTY.

To invoke this Paragraph, initial where indicated. If this Paragraph is initialed, paragraph 6A does not apply.

Initials

A transfer without payment of the Balance Due Seller will require obtaining the prior written consent of Seller, which Seller will not unreasonably withhold. A Transfer without payment of the Balance Due Seller, and without the prior written consent of Seller, will be an event of default for which Seller will have the right to send a Default Notice pursuant to paragraph 8 and to demand payment of the Balance Due Seller.

Caution: If the Property is subject to any prior mortgages, deeds of trust or real estate contracts, their provisions should be examined carefully for any conflict with Paragraph 6.

7. TITLE INSURANCE OR ABSTRACT. Seller is delivering a Contract Purchaser's Title Insurance Policy to Buyer or Abstract of Title to Escrow Agent at the time this Contract is escrowed, showing insurable or marketable title to the Property as of the Effective Date, subject to the Permitted Exceptions, and Seller is not obligated to provide other evidence of title.

WARNING: BEFORE CLOSING THIS CONTRACT WITHOUT CONDUCTING A TITLE, JUDGMENT AND LIEN SEARCH AND OBTAINING TITLE INSURANCE, BUYER AND SELLER BE AWARE:

FOR BUYER: TITLE INSURANCE PROTECTS BUYERS AGAINST ANY LOSS OR DAMAGE THEY MIGHT SUFFER DUE TO EXISTING LIENS, ENCUMBRANCES OR DEFECTS IN THE TITLE TO THE PROPERTY. SUCH DEFECTS IN TITLE MAY INPACT A BUYER'S ABILITY TO RE-FINANCE THE PROPERTY AND/OR SELLER'S ABILITY TO CONVEY CLEAR LEGAL TITLE TO THE PROPERTY ONCE BUYER FULFILLS ALL OBLIGATIONS OF THIS CONTRACT. NOTE: THE POLICY SELLER OBTAINED WHEN SELLER PURCHASED THE HOME DOES NOT EXTEND TO BUYTER. BUYERS SHOULD CONSULT WITH A REAL ESTATE ATTORNEY BEFORE WAIVING TITLE INSURANCE, BUYER'S INITALS

FOR SELLER: IF BUYER HAS EXISTING JUDGMENTS AND/OR LIENS WHEN ENTERING INTO THIS CONTRACT, THOSE JUDGMENTS AND/OR LIENS CAN AUTOMATICALLY AND IMMEDIATELY ATTACH TO BUYER'S EQUITABLE INTEREST IN THE PROPERTY AND IN THE EVENT OF BUYER'S DEFAULT, MAY REMAIN WITH THE PROPERTY WHEN SELLER TERMINATES BUYERS' INTEREST IN THE PROPERTY (TAKES-BACK THE PROPERTY.) SELLER'S INITIALS

### 8. SELLER'S RIGHTS IF BUYER DEFAULTS.

- A. DEFAULT NOTICE. Time is of the essence in this Contract. If Buyer fails to pay or perform any obligation of Buyer under this Contract, the failure will constitute a default and Seller may give notice of default to Buyer, specifying the default and the curative action required (the "Default Notice"), at Buyer's mailing address as follows: 236 Bothill Loop SW, Los Lunas, New Mexico 87031, or at such other address that Buyer may designate by a written, signed statement delivered to Escrow Agent. If Escrow Agent or Seller's attorney sends a Default Notice, Buyer will pay within the time allowed the additional sum of \$125.00, plus gross receipts tax and postage, for fees and costs in connection with sending of the Default Notice.
- B. MANNER OF GIVING DEFAULT NOTICE. Default Notice will be given in writing by certified mail, return receipt requested, and regular first class mail, addressed to Buyer at the address for Buyer provided in Paragraph 8A, with a copy to Escrow Agent. Default Notice given as provided in Paragraph 8A is sufficient for all purposes, whether or not the Default Notice is actually received.

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Selier TV H , Buyer de

- C. BUYER'S FAILURE TO CURE DEFAULT RESULTS IN TERMINATION OF BUYER'S EQUITABLE RIGHTS IN THE PROPERTY OR ACCELERATION OF BALANCE DUE SELLER.
- (1) If Buyer fails or neglects to cure any default within thirty (30) days after the date Seller's Default Notice is mailed, then Seller may, at Seller's option, either
- (a) declare the Balance Due Seller to be then due and proceed to enforce payment of the Balance Due Seller, plus any accrued interest, together with reasonable attorney's fees, postage and costs in which case the special warranty deed will remain in escrow; or
- (b) terminate Buyer's rights in the Property and retain all sums paid as liquidated damages to that date for the use of the Property, and all rights of Buyer in the Property will end. If the Contract is terminated by Seller, Buyer will forfeit all payments made pursuant to this Contract. Buyer waives any claim to the payments if a default occurs and Seller elects to terminate Buyer's rights in the Property. If Buyer's rights in the Property are terminated, Buyer waives any and all rights and claims for reimbursement for improvements Buyer may have made to the Property. Buyer will be liable to Seller to the extent permitted by law for failure to comply with Paragraph 4A.
- (2) If the final day for curing the default falls on a non-business day of Escrow Agent, then the period for curing the default will extend to the close of business on the next business day of Escrow Agent.
- (3) Acceptance by Escrow Agent of any payment tendered will not be deemed a waiver by Seller of Buyer's default or extension of the time for cure of any default under this Contract.
- D. AFFIDAVIT OF UNCURED DEFAULT AND ELECTION OF TERMINATION. A recordable affidavit (the "Default Affidavit") made by Seller, Seller's agent, or Escrow Agent, identifying the parties, stating the legal description of the Property or the recording data of this Contract, stating the date that Default Notice was given, stating that the specified default has not been cured within the time allowed and that Seller has elected to terminate Buyer's rights in the Property, and delivered to Escrow Agent, will be conclusive proof of the uncured default and election of termination of Buyer's rights in the Property.
- E. LEGAL RIGHT TO EVICT BUYER. Following Seller's termination of Buyer's rights in the Property, Buyer is no longer entitled to possession of the Property and will immediately surrender possession of the same to Seller. In the event Buyer fails to surrender possession of the Property to Seller as required herein, Seller may file any action permitted by law in the district court in the county in which the Property is located to obtain possession of the Property and to remove Buyer therefrom.
- F. NOTICE TO ASSIGNEES. In addition to sending a Default Notice to Buyer, Seller will send all Default Notices to all Assignees who have given written notice of their name, address, and interest in the Property and who have provided a copy of the Transfer Document to Escrow Agent.
- G. RIGHTS AND OBLIGATIONS SURVIVING TERMINATION. In the event the Property is rented, upon termination of Buyer's rights in the Property, Buyer will provide an accounting to Seller of any prepaid rents and deposits received by Buyer from the Property, which obligation will survive termination. Notwithstanding the termination of Buyer's rights to the Property, Buyer will be liable to Seller for any failure to maintain the Property as required in Paragraph 4A as well as for any unpaid taxes or utilities liens which survive the termination of Buyer's rights, prepaid rent, and rental deposits.
- BINDING EFFECT. This Contract will bind and benefit the heirs, devisees, personal representatives, successors and assigns of Seller and Buyer.

### 10. APPOINTMENT OF AND INSTRUCTIONS TO ESCROW AGENT.

A. ESCROW AGENT. Seller and Buyer appoint as Escrow Agent:

Security Escrow of Valencia County PO Box 1090 Los Lunas, NM 87031

B. ESCROW DOCUMENTS. The following papers (the "Escrowed Documents") are placed in escrow:

(1) Signed copy of this Contract.

- (2) Original Warranty Deed signed by Seller.
- (3) Original Special Warranty Deed signed by Buyer.
- C. PRIOR OBLIGATIONS. Add the following information, if applicable:
  - (1) Name and address of mortgagees/escrow agents/servicing agents: N/A
  - (2) Name and address of mortgagees/escrow agents/servicing agents: N/A

201908033 REC 08/07/2019 09:06:25 AM Page 4 of 6

Sciler TVH, Buyer

### 201908033 REC 08/07/2019 09:06:25 AM Page 5 of 6

### D. FEES.

(1) The escrow fees of Escrow Agent will be paid as follows: The Buyer agrees to pay the disbursement fee and the Seller agrees to pay the close out fee charged by the Escrow Agent for the servicing of this Real Estate Contract.

If all or any part of the fees are paid by Buyer, that amount will be in addition to the amounts due from Buyer as Provided in Paragraph 2.

- (2) Escrow Agent will accept all amounts paid in accordance with this Contract and remit the amounts received (less applicable escrow fees) as follows: To Seller as she may direct, less Seller portion of Servicing Agent fees.
- E. ACCEPTANCE OF PAYMENTS. All payments will be deemed provisionally accepted when tendered, subject to determination by Escrow Agent of the correct amount and the timeliness of the payment. After each Default Notice is mailed to Buyer and any Assignee, pursuant to Paragraph 8, and a copy is furnished to Escrow Agent, Escrow Agent will not accept less than the full amount of the sum stated as due in the Default Notice.
- F. RELEASE AND DELIVERY OF ESCROWED DOCUMENTS. Upon full payment of the Balance Due Seller and full performance under this Contract by Buyer, other than payment of the assumed Prior Obligations, Escrow Agent is directed to release and deliver the Escrowed Documents to Buyer.
- G. DEFAULT BY BUYER. If Seller or Seller's agent delivers a Default Affidavit to Escrow Agent, or if Escrow Agent makes a Default Affidavit, then Escrow Agent will release and deliver the Escrowed Documents to Seller. Escrow Agent will be entitled to rely on the Default Affidavit as conclusive proof of termination.
- H. CHANGES IN ESCROW FEES. Escrow Agent may charge its standard escrow fees current as of the date the service is rendered, but all changes will become effective only after sixty (60) days written notice to the party or parties paying the fee of Escrow Agent.
- I. INDEMNIFICATION. Seller and Buyer and any Assignee will each indemnify and save harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Contract, including any interpleader or declaratory judgment action brought by Escrow Agent, but not for the failure of Escrow Agent to comply with this Paragraph 10 or the negligence or intentional act of Escrow Agent.
- J. RESIGNATION BY ESCROW AGENT. Escrow Agent may resign as Escrow Agent by giving Seller and Buyer sixty (60) days written notice of intent to resign. Seller and Buyer will select a successor escrow agent and give written notice to Escrow Agent of such selection. If the parties fail, for any reason, to mutually select a successor escrow agent and give Escrow Agent written notice of such selection within sixty (60) days after mailing by Escrow Agent of notice of intent to resign, then Escrow Agent may select the successor escrow agent. Delivery by Escrow Agent to the successor escrow agent of all documents and funds, after deducting therefrom its charges and expenses, shall relieve Escrow Agent of all liability and responsibility for acts occurring after the date of the assignment in connection with this Contract.
- 11. ATTORNEY FEES. If either party uses the services of an attorney to enforce that party's rights or the other party's obligations under this Contract, the prevailing party will recover reasonable attorney's fees and costs from the non-prevailing party.
- 12. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Contract may be varied only by a document signed by both parties.
- 13. FORCE MAJEURE. Neither party shall be liable for delay or failure to perform any obligation under this Contract if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

Seller TVH / Buyer

### 201908033 REC 08/07/2019 09:06:25 AM Page 6 of 6

14. LAW AND JURISDICTION. This Contract shall be governed by and constructed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.

15. SEVERANCE. If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Contract has been agreed with the invalid illegal or unenforceable provision eliminated.

CAUTION: YOU SHOULD READ THIS ENTIRE CONTRACT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND THIS CONTRACT, YOU SHOULD CONSULT YOUR ATTORNEY.

**SELLER** 

BUYER

Theresa V. Hooper

Avilio Chavez

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

**COUNTY OF Valencia** 

This instrument was acknowledged before me his 31st day of July, 2019, by Avilio Chavez.

My commission expires:

(Seal)

Comiles Grego NOTARY PUBLIC STATE OF NEW MEXICO

Notary Public

OFFICIAL SEAL CHARLES GRIEGO

ACKNOWLEDGMENT FOR NATURAL PERSONNESSION Expires 4-7 202

STATE OF MARYLAND

COUNTY OF MONTH COMPRIS

This instrument was acknowledged before me this

2019, by Theresa V. Hooper.

My commission expires: 01-13-2020

My Commission Expire

(Seal)

Notary Public



Setter TN H / Buyer &

VALENCIA COUNTY, NEW MEXICO MANAGE PASSES OF THE PROPERTY FROM THE PROPERTY OF THE PROPERT 92 BOUNDARY SURVEY PLAT M.R.G.C.D. MAP TRACT 15A1 JULY 2019

BER

### PURPOSE

THE PURPOSE OF THIS PLAT IS TO SURVEY AND DEFINE THE BOUNDARY OF THE EXISTING TRACT SHOWN.

# LEGAL DESCRIPTION

ONE (1) TRACT OF LAND SITUATE WITHIN SECTION 35, TOWNSHIP
Y NORTH, RANGE 2 EAST OF THE NEW MEXIOD PRICELAL MERIDIAN
IN VALENCIAL COUNTY, NEW MEXICO, BEING TRACT 15 AL AND SIDER
THACT IS SHOWN ON MAP AP OF THE SIRVERS OF THE MIDDLE
RIO GRANNITO CONSERVANCY DISTRICT, BATH, DISCREED BY RESCORD
MEXICAL COUNTY, MEY MEXICO IN BOOK 256, PAID COUNTY, CLERK OF
VALARICA COUNTY, MEY MEXICO IN BOOK 256, PAID 1350.

(S87"57"00"E, 502.80" WD) HIGHWAY 263

S88\*29'55"E

23'88' 25'00'8' 25'00' 1 20'46E' 25'00' 1

VICINITY MAP

CHEPUSTATE EITON ADAS

BECINNING AT THE NORTHWEST CORNER (FOLIVY BEING ON THE SOUTERLY REGRET OF WAY, OF IGHURAY 28.3).
FINENCE, SESTS-515. 45.62 TO THE NORTHEAST CORNER; THENCE, SESTS-515. 22.63.7 TO A FOUNT OF CURNATURE; THENCE, 10.24.8 ALONG THE ARC OF A CURVE TO THE NORTHEAST (R=231.46, T=51.69, DELTA=1970'16", CHORD=537\*59.40°E, THENCE, SATIA'4, ST. 74.67 THE SOUTHEAST CORNER; THENCE, NORTHEAST CORNER; THENCE, NORTHEAST CORNER; THENCE, NORTHEAST CORNER; THENCE, NORTHEAST OF A POINT OF ENGINENCE CORNER. BEING BETTER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

# SURVEYORS CERTIFICATION

I, TIMOTHY MARTINEZ, A NEW MEXICO REGISTERED PROFESSIONAL SURVIVOR CERTETY THAT I CONDUCTED NO JAM RESPONBILE POR THIS SURVEY. THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. AND THAT THIS SURVEY MENT AND PLAT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION ACT AND SUBDIVISION ACT AND THAT THAT THIS IS A BOUNDARY SURVEY OF AN EXISTING TRACT OR TRACTS.



OATE: 7-82-15 13982

INDEX INFORMATION FOR COUNTY CLERK

OWNER: THERESA V. HOOPER

19048A.DWG 7-22-19 TM

TM SURVEYING

1130 LA VECA ROAD BOSQUE FARMS, NEW MEXICO 87088 PHONE: (505) 869-0711 FAX: (505) 869-0499

CABINET N

680

PAGE

DAY OF JUM . JULY BY OLENGE A COURTY CLERK THES 24TH.

DAY OF JUMP . JULY BY CABINET M. NO. 4820

DAY OF JULY BY CHANGE BY SERVING JULY OF DEPTY. VALENCIA COUNTY PAID BY TM SUNDINGERPT NO. AMOUNT OS PAGE BAID BY IN SCALE 1" = 60' CERRO LOOP WEGAS ROAD NORTH EL C. SITE

CERCAS ACEQUIA (NOG) 6'35"F. SOT 23' AD.) 495.62" TRACT 15A1 2.1314 ACRES (Magna 60 %; 72a.00 . M) N89-15 54 W

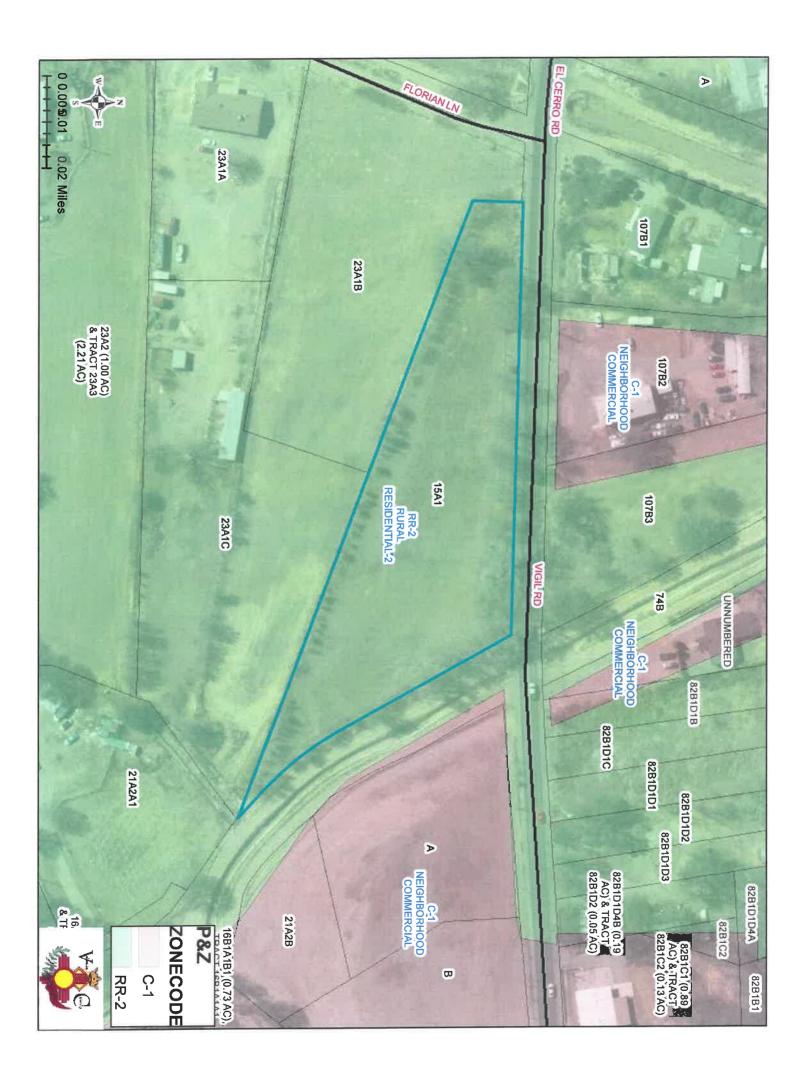
- 1. BASIS OF BEARING USED IS RECORD ADJOINING PLAT FILED IN CABINET I, PAGE 551, AND THE POUND MONUMENTS ON THE SOUTH SIDE OF THE PROPERTY.
- 2. DATA IN PARENTHESIS AS (WD) ARE TAKEN FROM THE RECORD WARRANTY DEED FILED IN BOOK 258, PAGE 1350.
- 3. DATA IN PARENTHESIS AS (ADJ.) ARE TAKEN FROM THE RECORDED ADJOINING PLAT FILED IN CABINET 1, PAGE 651.
- DATE OF SURVEY: JULY 2019.

# LEGEND

 CURVE
 RADIUS
 ARC LENGTH
 CHORD LENGTH
 CHORD LENGTH
 CHORD LENGTH
 CHORD LENGTH
 CHORD LENGTH
 STY-68'40''E
 18'20'16"
 51.89'

- = SET #4 REBAR W/CAP PS 139B2 = FOUND #5 REBAR ⑤ = FOUND REBAR W/ALUM. CAP ⑥ = FOUND BUREAU OF LAND MANAGEMENT CAP O = FOUND 2" IRON PIPE W/CAP "USBR B32-10"
  - = FENCELINE

# SECTION 35, TOWNSHIP ? NORTH, RANGE 2 EAST FIRM MAP: EFFECTIVE DATED: AUGUST 19, 2010 COMMUNITY PANEL NUMBER - 35061C 0240 E 20NE AB SUBDIVISION: N/A





### NOTICE OF PUBLIC HEARING

COMMISSION CHAMBERS
444 Luna Ave, Los Lunas, NM 87031
January 28, 2020
3:00 pm



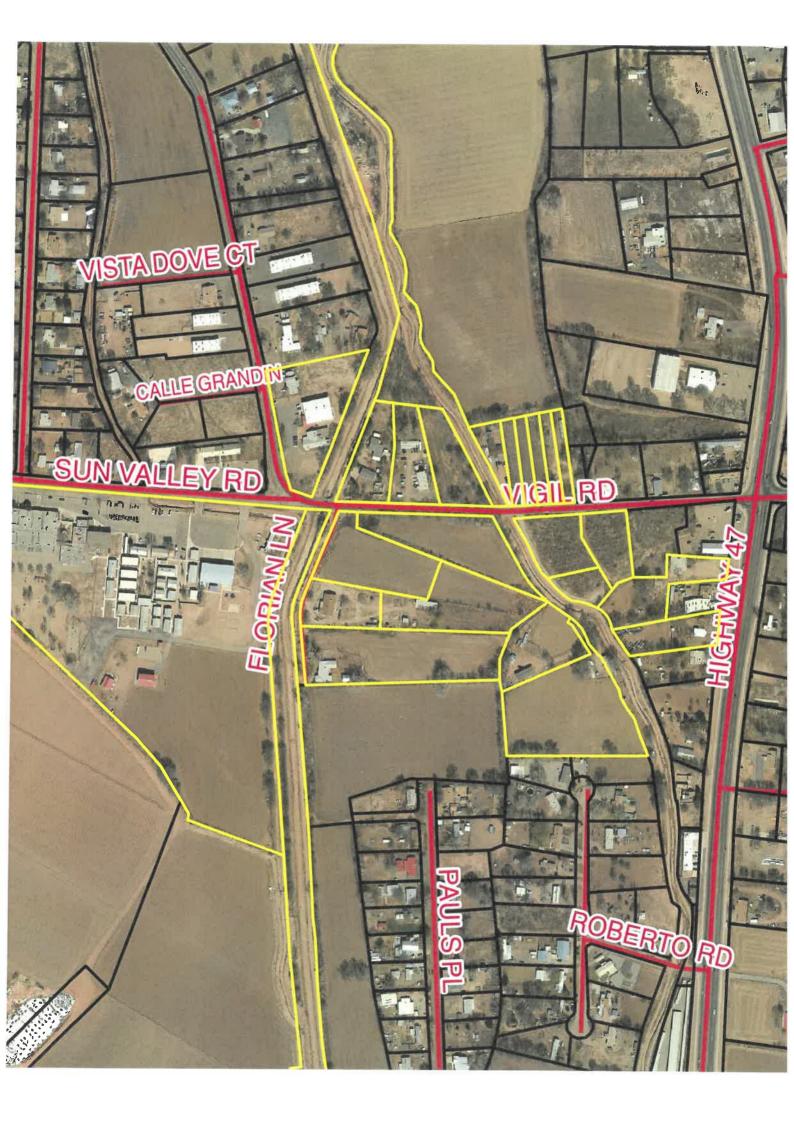
An application which may affect your property has been filed with the Valencia County Planning & Zoning Office for Public Hearing. The date, time, and location of the hearing are shown at the top of this notification. For additional information, contact the Planning & Zoning Office at 444 Luna Avenue, Los Lunas, NM 87031, (505) 866-2050. Inquiries should be referred to by application number. This Notice of Public Hearing can also be found at <a href="https://www.co.valencia.nm.us">www.co.valencia.nm.us</a>.

For information or questions concerning this application, please contact the Valencia County Planning & Zoning Office at (505) 866-2050, or send written comments at least 48 hours prior to the Planning & Zoning Commission Hearing date to the Valencia County Planning & Zoning Office at 444 Luna Ave, Los Lunas, NM 87031, or cindy.nevarez@co.valencia.nm.us

**NOTICE TO PEOPLE WITH DISABILITIES:** If you have a disability and require special assistance to participate in this hearing, please contact the Planning & Zoning Office at (505) 866-2050 at least one week prior to the hearing date.

Notice is hereby given that the Valencia County Planning & Zoning Commission will hold a public hearing in the County Commission Chambers of the Valencia County Administration Building, 444 Luna Ave, Los Lunas, NM 87031 on **TUESDAY**, **JANUARY 28**, **2020 at 3:00 p.m.** to consider the following request:

ZC #2020-001 Avilio Chavez requests a Zone Change from Rural Residential 2 (RR-2) to Community Commercial (C-2). The property at Tract 15A1; S35, T7N, R2E; MRGCD Map 76 NMPM, Los Lunas, New Mexico 87031; Zoned Rural Residential 2 (RR-2); 2.13 ac, Filed in Cabinet N, page 680 in the Office of the Valencia County Clerk. Located in District 5, Commissioner McCartney.



### **BOARD OF COUNTY COMMISSIONERS**

APPROVED, ADOPTED AND PASSEI	D on thisday of, 2020
Thonathan Aragon Chair, District V	Gerard Saiz Vice-Chair, District I
Fom Mraz Commissioner, District II	David A. Hyder Commissioner, District III
Charles D. Eaton Commissioner, District IV	
Attest:	
Peggy Carabajal Valencia County Clerk	



## VALENCIA COUNTY Board of County Commissioners Agenda Request Form



Department Head: Orlando Montoya

Individual Making Request: Maria Eugenia Garcia

Presentation at Meeting on: March 18, 2020

Date Submitted: March 13, 2020

Title of Request: Indigent Report

### **Action Requested of Commission:**

Consideration of Indigent Report - includes medical claims and appeals; adult detention medical services contract

### Information Background and Rationale:

Indigent report with 42 medical claims; 3 medical appeals; and March adult detention center medical services contract payment

### What is the Financial Impact of this Request:

Medical claims and medical services contract are budgeted items and recommended for approval

### Legal:

n/a

### Finance:

These are budgeted expenses from the indigent fund (Loretta Trujillo, Finance Director)

### **Purchasing:**

$\boxtimes$	Not Applicable – Agenda Item Does Not Include the Purchase Goods and/or Services
	Procurement Complete as Described Below:



# Valencia County HCAP and Multi-Line Insurance Services 444 Luna Avenue ◊ P.O. Box 1119 Los Lunas, New Mexico 87031

Office: 505.866.2016 ◊ Fax: 505.866.3366

Maria.garcia@co.valencia.nm.us

### March 18, 2020

The following is the summary of activity for the month of March

### Summary:

- \*42 claims were submitted by individuals of the public in the amount of \$25,933.44 of which \$4,349.42 is being submitted for consideration.
- \*3 claims were submitted by individuals of the detention center in the amount of \$1,985.63 of which \$1,927.13 is being submitted for consideration.
- 16 appeals in the amount of **\$2,559.55**365 days (15) \$979.82
  Max (1) \$1,579.73
- \*45 total claims were submitted –in the amount of **\$8,836.10** for consideration.
- \*March 2020, CorrHealth, Detention Center medical contract payment is \$13,882.00
- \*Total amount for consideration from the Indigent Fund: \$22,718.10
- \*Indigent Fund Balance Sheet Surplus (as of March 6, 2020): \$324,853.55



### Valencia County Commission Meeting: March 18, 2020

Jhonathan Aragon, Chair, District V Gerard Saiz, Vice-Chair, District I
Tom Mraz, District II David A. Hyder, Commissioner, District III
Charles D. Eaton, Commissioner, District IV

### **Commission Approved for Payment from Indigent Fund is:**

a.	<b>Medical Claims</b>		\$	6,276.55
b.	Appeals		\$	2,559.55
с.	Medical Services Contract	(March)	\$	13,882.00
	Total		\$	22,718.10
Approved by the Valer	ncia County Indigent Fund Board at Regu	lar Business Meet	ing [	Oate March 18, 2020
Jhonathan Aragon, Chai	ir, District V			
Gerard Saiz, Vice-Chair,	District I			
Fom Mraz, District II				
727-1219				
David A. Hyder, Commis	ssioner , District III			
Charles D. Eaton, Comm	issioner, District IV			
	Attested by:			

Peggy Carabajal, Valencia County Clerk

1/1/2020         Freegency         \$ 250.00		-	2,559.55	Z		\$ 12,578.85	6,276.55 \$	\$ 70.919.07 \$	\$\			
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Public & Detention Center Claims: D	) C			Public	Total	Total to Pay:
# of claims DC- 3	C-3			P- 42	P- 42 Total Claims- 45	
Billed	\$	1,985.63	ς.	25,933.44	\$ 27,919.07	
Approved	\$	1,927.13	÷	4,349.42		
Appeals (365 days, Max)			❖	2,559.55	\$ 2,559.55	
						\$ 8,836.10