

Board of



County Commissioners

**August 17, 2022**

**Agenda**

**5:00 P.M.**

**Public Hearing/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

**(08/03/2022 Business Meeting)**

A handwritten signature in black ink, appearing to be "A. Q. F.", located to the right of the meeting agenda items.

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*Sponsorship does not indicate endorsement of a given topic*

**PUBLIC COMMENT**

Public comment is limited to 3 minutes per person. Please use the signup sheet outside the Chamber door.

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

- 5) Commissioners, Committees and Reports

**PUBLIC HEARING**

**Swearing in of participants**

- 6) Solar Field Overlay Zone #2022-047 (District III, P&Z Commissioner Moran, BoCC Hyder) Core Solar requests a Solar Field Overlay Zone. Legal Description: Subd: RIO DEL ORO Lot: HIGH SCHOOL SITE Block: 42 Unit: 45 39.60 ACRES. Located near the corner of N Rio del Oro Loop and Bonita Vista Blvd north of Valencia High School, Los Lunas, NM 87031, Zoned Planned Development (PDJ, filed in the Office of the Valencia County Clerk, Plat Book C-14-144, 1971. Presenter: **Community Planner, Gabe Luna**; Sponsor: **Pursuant to Valencia County Code of Ordinance Section 154.154**
- 7) Solar Field Overlay Zone #2022-058 (District I, P&Z Commissioner Aguilar, BoCC Saiz) Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LANDS OF HUNING LIMITED PARTNERSHIP Tract: 3, 661.54 AC, PLAT M-491. Located North of the railroad crossing at Highway 6, Los Lunas, NM 87031, Zoned Outland District (ODJ filed in the Office of the Valencia County Clerk, Plat M-491, 2022. Presenter: **Community Planner, Gabe Luna**; Sponsor: **Pursuant to Valencia County Code of Ordinance Section 154.154**

**PUBLIC HEARING CONT.**

- 8) Solar Field Overlay Zone #2022-059 (District III, P&Z Commissioner Moran, BoCC Hyder)  
Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF CECELIA DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14. Located North of Vien to Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001. Presenter: **Community Planner, Gabe Luna**; Sponsor: **Pursuant to Valencia County Code of Ordinance Section 154.154**
- 9) Solar Field Overla Zone #2022-060 (District III, P&Z Commissioner Moran, BoCC Hyder) Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF CECELIA DEBACA Tract: 4A1E 17.13 AC 2001 REV D-4-14 REV #4 2001-TR-13. Located North of Vien to Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001. Presenter: **Community Planner, Gabe Luna**; Sponsor: **Pursuant to Valencia County Code of Ordinance Section 154.154**
- 10) Solar Field Overlay Zone #2022-061 (District III, P&Z Commissioner Moran, BoCC Hyder)  
Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF ARROYO RANCH PARTNERSHIP Tract: A 1646.65 AC 1999 REV. Located East of Blue Lace Rd., Belen, NM 87002, Zoned Outland District [OD]. Presenter: **Community Planner, Gabe Luna**; Sponsor: **Pursuant to Valencia County Code of Ordinance Section 154.154**
- 11) Solar Field Overlay Zone #2022-067 (District III, P&Z Commissioner Moran, BoCC Hyder)  
One Energy Renewables requests a Solar Field Overlay Zone. Legal Description: S: 29 T: 7N R: 1E LOTS 59 & 60 20. 00 ACRES+/- . Located at the Northwest corner of Duarte Rd. and Emilia Rd., Los Lunas, NM 87031, Zoned Outland District (OD). Presenter: **Community Planner, Gabe Luna**; Sponsor: **Pursuant to Valencia County Code of Ordinance Section 154.154**
- 12) Solar Field Overlay Zone #2022-068-077 (District III, P&Z Commissioner Moran, BoCC Hyder)  
CVE requests a Solar Field Overlay Zone. Legal Description(s): Subd: LAND OF EARL C GLEASON Tract: A 1.3 0 AC D-4-241997 REV (LAND LOCKED}, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B1 1.3 0 AC D-4-241997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B21.29 AC D-4-241997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B3 1.29 AC D-4-241997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B41.28 AC D-4-241997 REV, Subd: LAND OF EARL C GLEASON Tract: D 2.49 AC D-4-241997 REV, Subd: LAND OF ROY LEE HARPER Tract: C1 1.27 AC D-4-241997 REV, Subd: LAND OF ROY LEE HARPER Tract: C21.26AC D-4-241997 REV, Subd: LAND OF ROY LEE HARPER Tract: C3 1.26AC D-4-241997 REV, Subd: LAND OF ROY LEE HARPER Tract: C41.80 AC D-4-24199 REV, located North of James St., Belen, NM 87002, Zoned Rural Residential 1 (RR-1). Presenter: **Community Planner, Gabe Luna**; Sponsor: **Pursuant to Valencia County Code of Ordinance Section 154.154**
- 13) Solar Field Overlay Zone #2022-079 (District III, P&Z Commissioner Moran, BoCC Hyder)  
Clean Choice Energy requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF JESUS & ERMINIA BACA Tract: B 36.1 8 ACRES MAP 941996 REV. Located North of Vallejos Rd., Los Lunas, NM 87031, Zoned Rural Residential 2 (RR-2). - Presenter: **Community Planner, Gabe Luna**; Sponsor: **Pursuant to Valencia County Code of Ordinance Section 154.154**



**PUBLIC HEARING CONT.**

- 14) Zone Change #2022-063-066 (District III, P&Z Commissioner Moran, BoCC Hyder)  
PNM requests a Zone Change from Rural Residential (RR-1) to Heavy Industrial District (J-3). Legal Description(s): Subd: LAND OF GUS SAN MIGUEL Lot: B1 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A-110, Subd: LAND OF GUS SAN MIGUEL Lot: B2 1.2 5 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A -110, LotB-3, Lot B-4. Located South of Concha Ln., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-758, 2000. Presenter: ***Community Planner, Gabe Luna***; Sponsor: ***Pursuant to Valencia County Code of Ordinance Section 154.154***

**ACTION ITEMS**

**Board Convenes as Indigent Board**

- 15) Approval of Indigent Report. Presenter: ***Human Resources Specialist, Maria Garcia***; Sponsor: ***County Manager for Regular County Business***

**Board Reconvenes as Board of County Commissioners**

- 16) Approval of Recognition and Recording of Accounts Payable and Payroll Disbursements. Presenter: ***Finance Director Loretta Trujillo***; Sponsor: ***County Manager for Regular County Business***
- 17) Approval of Resolution 2022-\_\_\_: State BARS-FY2023 Grants. Presenter: ***Finance Director Loretta Trujillo***; Sponsor: ***County Manager for Regular County Business***
- 18) Approval of Resolution 2022-\_\_\_: State BARS FY2023 OAP. Presenter: ***Finance Director Loretta Trujillo***; Sponsor: ***County Manager for Regular County Business***
- 19) Request for a Resolution Granting a Community Partnership between Valencia County and Dimension Energy, LLC. RE: SFOZ #2021-085 Presenter: ***Gabriel Luna, Land Use Planner, Sponsor Commissioner Troy Richardson***
- 20) Approval of General 2022 Secretary of State MOU. Presenter: ***Valencia County Clerk, Mike Milam***; Sponsor: ***County Manager for Regular County Business***
- 21) Consideration of a Resolution Authorizing Valencia County to Submit an Application for the FY23 Juvenile Adjudication Fund Program. Presenter: ***Project / Grant Manager, Jeremias Silva***, Sponsor: ***County Manager for Regular County Business***

**EXECUTIVE SESSION**

Pursuant to Section 10-15-1 (H) the following matters may be discussed in closed session:

- a. pending or threatened litigation 10-15-1 (H) (7)
- b. personnel 10-15-1 (H) (2)
- c. Administrative Adjudicatory Proceedings 10-15-1 (H) (3)

- i. Solar Field Overlay Zone #2022-047
  - ii. Solar Field Overlay Zone #2022-058
  - iii. Solar Field Overlay Zone #2022-059
  - iv. Solar Field Overlay Zone #2022-061
  - v. Solar Field Overlay Zone #2022-067
  - vi. Solar Field Overlay Zone #2022-068-077
  - vii. Solar Field Overlay Zone #2022-079
  - viii. Zone Change #2022-063-066
- Motion and roll call vote to go into Executive Session for the stated reasons
  - Board meets in closed session
  - Motion and vote to go back into regular session
  - Summary of items discussed in closed session
  - Motion and roll call vote that matters discussed in closed session were limited to those specified in motion for closure, and that no final action was taken, pursuant to the authority in §10-15-1 NMSA 1978

#### **ACTION ITEMS CONT.**

- 22)** Approval of Solar Field Overlay Zone #2022-047 (District III, P&Z Commissioner Moran, BoCC Hyder)  
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- 28) Approval of Solar Field Overlay Zone #2022-068-077 (District III, P&Z Commissioner Moran, BoCC Hyder). CVE requests a Solar Field Overlay Zone. Legal Description(s): Subd: LAND OF EARL C GLEASON Tract: A 1.3 0 AC D-4-241997 REV (LAND LOCKED}, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B1 1.3 0 AC D-4-241997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B21.29 AC D-4-241997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B3 1.29 AC D-4-241997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B41.28 AC D-4-241997 REV, Subd: LAND OF EARL C GLEASON Tract: D 2.49 AC D-4-241997 REV, Subd: LAND OF ROY LEE HARPER Tract: C1 1.27 AC D-4-241997 REV, Subd: LAND OF ROY LEE HARPER Tract: C21.26AC D-4-241997 REV, Subd: LAND OF ROY LEE HARPER Tract: C3 1.26AC D-4-241997 REV, Subd: LAND OF ROY LEE HARPER Tract: C41.80 AC D-4-24199 REV, located North of James St., Belen, NM 87002, Zoned Rural Residential 1 (RR-1). Presenter: ***Community Planner, Gabe Luna***; Sponsor: ***Pursuant to Valencia County Code of Ordinance Section 154.154***
- 29) Approval of Solar Field Overlay Zone #2022-079 (District III, P&Z Commissioner Moran, BoCC Hyder) Clean Choice Energy requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF JESUS & ERMINIA BACA Tract: B 36.1 8 ACRES MAP 941996 REV. Located North of Vallejos Rd., Los Lunas, NM 87031, Zoned Rural Residential 2 (RR-2). Presenter: ***Community Planner, Gabe Luna***; Sponsor: ***Pursuant to Valencia County Code of Ordinance Section 154.154***
- 30) Approval of Zone Change #2022-063-066 (District III, P&Z Commissioner Moran, BoCC Hyder) PNM requests a Zone Change from Rural Residential (RR-1) to Heavy Industrial District (J-3). Legal Description(s): Subd: LAND OF GUS SAN MIGUEL Lot: B1 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A-110, Subd: LAND OF GUS SAN MIGUEL Lot: B2 1.2 5 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A -110, LotB-3, Lot B-4. Located South of Concha Ln., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-758, 2000. Presenter: ***Community Planner, Gabe Luna***; Sponsor: ***Pursuant to Valencia County Code of Ordinance Section 154.154***

#### **NEXT COMMISSION MEETINGS**

**August 24, 2022 – Commission Retreat from 8:00 A.M. - 5:00 P.M.**

**Los Lunas Transportation Center, 101 Courthouse Rd., Los Lunas, NM 87031**

**September 7, 2022 –Business Meeting @ 5:00 P.M. via Facebook Live**

**Valencia County Commission Chambers, 444 Luna Ave., Los Lunas, NM 87031**

#### **ADJOURN**

*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Valencia County Manager's Office at the Valencia County 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.*

**VALENCIA COUNTY BOARD OF COMMISSIONERS**  
**BUSINESS MEETING**  
**AUGUST 3, 2022**

*Valencia County Commission Chambers, 444 Luna Ave., Los Lunas, NM 87031*

PRESENT	ABSENT
Gerard Saiz, Chairman	
Jhonathan Aragon, Vice-Chair	
David A. Hyder, Member	
Troy Richardson, Member	
Joseph Bizzell, Member	
Danny Monette, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Mike Milam, County Clerk	
Press and Public	

- 1) The meeting was called to order by Chairman Saiz at 5:00 P.M.
- 2) Mr. Joe Gonzales led the Pledge of Allegiance.
- 3) **Approval of Agenda**  
Commissioner Richardson moved for approval. Seconded by Commissioner Hyder. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Chairman Saiz voted yes. Motion carried 4-0.
- 4) **Approval of Minutes: *July 13, 2022-ICIP Workshop***  
Commissioner Richardson moved for approval. Seconded by Commissioner Bizzell. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Chairman Saiz voted yes. Motion carried 4-0.
- July 13, 2022- Public Hearing***  
Commissioner Bizzell moved for approval. Seconded by Commissioner Richardson. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Chairman Saiz voted yes. Motion carried 4-0.
- July 14, 2022- Special Public Hearing***  
Commissioner Bizzell moved for approval. Seconded by Commissioner Richardson. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Chairman Saiz voted yes. Motion carried 4-0.
- July 27, 2022 Special Business Meeting***  
Commissioner Richardson moved for approval. Seconded by Commissioner Hyder. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Chairman Saiz voted yes. Motion carried 4-0.

**PUBLIC COMMENT:**  
Denise Williams commented that she attended the July 14<sup>th</sup> public meeting and learned three hard lessons about how Valencia County government is run.

**DISCUSSION (NON-ACTION) ITEM(S):**  
**5) Commissioners, Committees and Reports.**  
Chairman Saiz reported that he attended the NACO conference held in Aurora, CO last week. The conference was very beneficial and well worth it, he recommended that the other commissioners attend in the future.

**Employee of the Month. Presenter: *Human Resources Director, Orlando Montoya***  
Mr. Montoya introduced Renee Benavidez, from the Older Americans Program, as the employee of the month. He stated that Ms. Benavidez works at the Los Lunas Center and is a great asset to the county, she has been with the county for 29 years. Ms. Benavidez stated that she was pleasantly surprised to receive the award, she truly loves what she does and doesn't think of it as a job.

Minutes of August 3, 2022 Business Meeting

Chief Propp informed the commission that one of the fire engines had a catastrophic failure. His department is looking to enter into an agreement with NMFA to purchase a new fire engine. The district that would be receiving it has the money available. Chief Propp reported that during the month of July his department ran 512 calls. Within the next two weeks they are hoping to staff a second station to have coverage in the El Cerro and Los Chavez area.

Mr. Monette reported that each commissioner was given the county's strategic 5-year plan that was put together back in 2019, this is what will be reviewed at the upcoming commission retreat.

#### **PRESENTATION:**

##### **6) Quarterly Report – Extension Office. Presenter: *Sierra Cain*; Sponsor: *County Manager, Danny Monette***

Ms. Sierra Cain introduced the intern, Marisol Olivas, who has been assisting her since May. Ms. Cain briefed the commission on the many activities that the 4-H youth of the county have recently participated in and been involved in. She asked if any member of the commission would like to sit on the selection committee for the Ag agent position. Commissioner Bizzell stated that he would like to be a member of the selection committee. Ms. Olivas briefly spoke about her experiences working as a summer intern for the Extension office.

*Commissioner Aragon arrived at 5:16 p.m.*

##### **7) Relating to the Proposed Development and Operation of a First Response Facility Located in the Proximity of the Mid-Valley Airpark. Presenter: *Kurt Young of Oconner Flowers, LLC*; Sponsor: *County Chair, Gerard Saiz***

Mr. Kurt Young stated that he has several businesses in the county. He owns the land south of the old blue hangers in the Mid-Valley Airpark. The airpark does not have a terminal, a fixed base operation or a police or fire station. Mr. Young stated that other counties own their own airport and have a rapid response center. A fire force is also looking to establish a base in New Mexico as well. His parcel of land would be ideal for the county to build a rapid response center. He stated that he proposes to sell the property to the county and have the county develop it with infrastructure money from the state. He would like to enter into a non-binding MOU with the county that as long as the money was found at the state level it would continue. Martin Suazo, Mr. Young's development partner, stated that the MOU is non-binding unless money is able to be found to fund the rapid response. Commissioner Hyder asked if the fire chief had any thoughts on this project. Chief Propp stated that this is the first that he has heard of the proposed idea but something like that on the property makes since, it could be a good idea. (See Exhibit A)

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

##### **8) Approval of Resolution 2022-\_\_\_\_, Adopting 2024-2028 Infrastructure Capital Improvement Plan (ICIP). Presenter: *Public Works Director, Lina Benavidez*; Sponsor: *County Manager for Regular County Business***

Ms. Benavidez stated that an ICIP workshop was held on July 13<sup>th</sup>, all comments and requests were taken into consideration. She listed the top five projects as follows:

1. New Jarales fire station
2. Highland Meadows Community/Senior center
3. Multi-use parks
4. VC Flood Protection Plan
5. Social Economic plan flooding

She also stated that the OAP ICIP projects include:

1. Del Rio Center renovations
2. Belen center outdoor dining
3. Meadow Lake kitchen equipment

Commissioner Hyder moved for approval. Seconded by Commissioner Bizzell. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0.

County Clerk Milam announced Resolution 2022-64. (See Exhibit B)

**9) Consideration to Approve the Aging & Long-Term Services Department (ALTSD) Capital Appropriation Project #A21F2065. Presenter: *Project/Grant Manager, Jeremias Silva*; Sponsor: *County Manager for Regular County Business***

Mr. Silva stated that the county has been awarded \$100,000.00 to purchase and equip vehicles for the Belen Senior Center, there is no match required.

Commissioner Bizzell moved for approval. Seconded by Commissioner Hyder. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0. (See Exhibit C)

**10) Consideration to Accept FY23 Nutrition Service Incentive Program (Contract No. 2022-2023-60028-N). Presenter: *Grant Coordinator, Joshua Zuni*; Sponsor: *County Manager for Regular County Business***

Mr. Zuni stated that the county was awarded \$88,114.78 for the OAP to purchase domestically sourced products, there is no match required.

Commissioner Hyder moved for approval. Seconded by Commissioner Aragon. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0. (See Exhibit D)

**11) Consideration to Accept FY23 Senior Employment Program Host Agency Sub Award (Contract No. 2022-2023-60028-S). Presenter: *Grant Coordinator, Joshua Zuni*; Sponsor: *County Manager for Regular County Business***

Mr. Zuni stated that the senior employment program funds two part time positions for the OAP. The awarded amount is \$22,604.00 which leaves the county with an anticipated shortfall of \$4,937.18. Mr. Zuni stated that he recommends using ARPA funds to address the shortfall.

Commissioner Hyder moved for approval. Seconded by Commissioner Aragon. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0. (See Exhibit E)

**12) Consideration to Accept FY23 Title III Federal and State Sub-Award 2022-2023-60028. Presenter: *Grant Coordinator, Joshua Zuni*; Sponsor: *County Manager for Regular County Business***

Mr. Zuni stated that this award funds the majority of the OAP program. The programs operating budget is \$1,043,680.51 of this amount \$500,000.00 comes from Valencia County, \$158,851.00 comes from federal funding while \$384,000.00 comes from state funding.

Commissioner Hyder moved for approval. Seconded by Commissioner Aragon. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0. (See Exhibit F)

**EXECUTIVE SESSION:**

Pursuant to Section 10-15-1 (H) the following matters may be discussed in closed session:

- a. pending or threatened litigation 10-15-1 (H) (7)
- b. personnel 10-15-1 (H) (2)
- c. real property 10-15-1 (H) (8)
  - i. Lazy Lane Corridor Real Property*

Mr. Nance stated that what was to be discussed is limited to what was presented on the agenda for executive session.

Commissioner Aragon moved to go into executive session. Seconded by Commissioner Hyder. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0. @5:37 p.m.

Commissioner Hyder moved to return to regular session. Seconded by Commissioner Bizzell. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0. @5:57 p.m.



Minutes of August 3, 2022 Business Meeting

Mr. Nance stated that the items discussed in executive session were limited to those in the motion for closure and no final action was taken.

Commissioner Richardson moved for approval of the summary as stated by Mr. Nance. Seconded by Commissioner Aragon. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0

**ACTION ITEMS CONT.**

**13) Consideration of Disposition of Lazy Lane Corridor Property to New Mexico Department of Transportation (NMDOT). Presenter: *Public Works Director, Lina Benavidez*, Sponsor: *County Manager for Regular County Business***

Ms. Benavidez stated that NMDOT is requesting to acquire the section of Lazy Lane that is needed for the Jarales Road project, the appraisal of that section came out to \$4,050.00 Mr. Nance advised that the commission direct the county manager effectuate the transfer, including doing a claim of exemption and receipt of funds.

Commissioner Hyder moved for approval based on the recommendation from county legal. Seconded by Commissioner Aragon. Roll call vote. Commissioner Richardson voted yes. Commissioner Bizzell voted yes. Commissioner Hyder voted yes. Commissioner Aragon voted yes. Chairman Saiz voted yes. Motion carried 5-0. (See Exhibit G)

**NEXT COMMISSION MEETING:**

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**August 24, 2022 – Commission Retreat from 8:00 A.M. - 5:00 P.M.  
Los Lunas Transportation Center, 101 Courthouse Rd., Los Lunas, NM 87031**

**September 7, 2022 –Business Meeting @ 5:00 P.M. via Facebook Live  
Valencia County Commission Chambers, 444 Luna Ave., Los Lunas, NM 87031**

**14) Adjournment**

Chairman Saiz adjourned the meeting. **TIME: 5:59 P.M.**

**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the August 3, 2022 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

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**GERARD SAIZ, CHAIRMAN**

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**JHONATHAN ARAGON, VICE-CHAIR**

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**DAVID A. HYDER, MEMBER**

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**TROY RICHARDSON, MEMBER**

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**JOSEPH BIZZELL , MEMBER**

**ATTEST:**

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**MIKE MILAM COUNTY CLERK**

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**DATE**

*Minutes are not verbatim. The complete audio file from this meeting can be heard at <https://www.co.valencia.nm.us/>*



**VALENCIA COUNTY**  
**DETENTION DEPARTMENT**  
436 Courthouse Road  
Los Lunas, New Mexico 87031



Randy Gutierrez, Warden  
Jesus Heredia, Deputy Warden

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August 8, 2022

Danny Monette  
County Manager

REF: Detention facility Detainee Count

Mr. Monette below is the week counts for Monday August 1, 2022 and August 5, 2022

**In House:** 148 - 147

Males: 123 - 118

Females: 25 - 29

**Out of County:** 8 - 9

Males: 7 - 6

Females: 01 - 03

Sandoval: 0-0

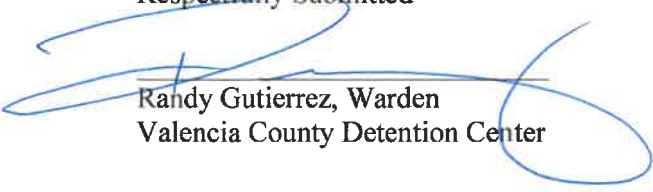
Socorro: - 8-9

(CNMCF) Prison: 0

MDC: 00-00

**Total VCDC population count:** 156 - 156

Respectfully Submitted

  
Randy Gutierrez, Warden  
Valencia County Detention Center



## VALENCIA COUNTY PLANNING & ZONING COMMISSION

### **AGENDA**

Tuesday May 24, 2022

3:00 pm

Valencia County Administration Building  
Commission Chambers  
444 Luna Ave, Los Lunas, NM 87031

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of the April 2022 Planning & Zoning Commission Minutes
- 5) Swearing In of Participants
- 6) **Action Item(s)**

**A. Conditional Use #2022-046 (District II, P&Z Commissioner Freeman, BoCC Richardson)**

Jacob Munoz requests a Conditional Use Home Occupation for cannabis retail and delivery. Legal Description: Subd: MEADOWLAKE SUBDIVISION Tract: 30 Unit: 1 MBL HOME TITLE: 17206GGC1551942 SERIAL: FS18741R YEAR: 1965 MAKE: CAME/MHSIZE: 62X14, also known as 767 Meadowlake Rd, Los Lunas, NM 87031, Zoned Neighborhood Commercial District (C-1), filed in the Office of the Valencia County Clerk, Plat Book C-9-39, 1967.

**B. Solar Field Overlay Zone #2022-047 (District III, P&Z Commissioner Moran, BoCC Hyder)**

Core Solar requests a Solar Field Overlay Zone. Legal Description: Subd: RIO DEL ORO Lot: HIGH SCHOOL SITE Block: 42 Unit: 45 39.60 ACRES. Located near the corner of N Rio del Oro Loop and Bonita Vista Blvd north of Valencia High School, Los Lunas, NM 87031, Zoned Planned Development (PD), filed in the Office of the Valencia County Clerk, Plat Book C-14-144, 1971.

**C. Solar Field Overlay Zone #2022-048 (District IV, P&Z Commissioner Sublett, BoCC Bizzell)**

Core Solar requests a Solar Field Overlay Zone. Legal Description: Subd: RIO DEL ORO Lot: PARK SITE Block: 68 Unit: 53 32.54 ACRES. Located between N and S De Haan Loop north of Sherrod Blvd, Los Lunas, NM 87031, Zoned Planned Development (PD), filed in the Office of the Valencia County Clerk, Plat Book C-14-128, 1971.

**D. Solar Field Overlay Zone #2022-050 (District IV, P&Z Commissioner Sublett, BoCC Bizzell)**

Core Solar requests a Solar Field Overlay Zone. Legal Description: Subd: RIO DEL ORO Lot: HIGH SCHOOL Block: 66 Unit: 48 41.70 ACRES. Located at the Southeast corner of Sherrod Blvd and Manzano Expy, Belen, NM 87002, Zoned Planned Development (PD), filed in the Office of the Valencia County Clerk, Plat Book C-14-120, 1971.

**7) Next Meeting of the County Planning & Zoning Commission is Tuesday, June 28, 2022 at 3:00 p.m.**

**8) Adjournment**

*If you are an individual with a disability who has special needs, please contact the Planning and Zoning Office at the Valencia County Courthouse, Los Lunas, New Mexico, (505) 866-2050 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in accessible formats. Please contact the Valencia County Planning and Zoning Office at the Valencia County Courthouse if a summary or any type of accessible format is needed.*

**To run on May 5, 12 and 19, 2022**

**VALENCIA COUNTY****COMMUNITY 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**

CONDITIONAL USE: (\$150.00) CU# \_\_\_\_\_ VARIANCE: (\$150.00) V# \_\_\_\_\_  
 TEMPORARY USE: (\$150.00) TU# \_\_\_\_\_ SIG PERMIT (\$100.00) SP# \_\_\_\_\_  
 ZONE CHANGE/MASTER PLAN AMENDMENT/OVERLAY ZONE: (\$350.00) ZC# \_\_\_\_\_ FILM PERMIT: (\$150.00) TU# \_\_\_\_\_  
 SITE DESIGN REVIEW: (\$350.00 COMMERCIAL/ \$750.00 INDUSTRIAL) SDR# \_\_\_\_\_ WCF/CO-LOCATION: (\$200.00) WCF# \_\_\_\_\_

**ALL LAND USE APPLICATIONS MUST INCLUDE A NON-REFUNDABLE REVIEW FEE, SITE PLAN, PROPOSAL LETTER, PROPERTY RECORD CARD AND CURRENT ASSESSMENT MAP SHOWING THE PROPERTY AND GENERAL VICINITY**

<b>LEGAL DESCRIPTION</b> TOWNSHIP _____ RANGE _____ SECTION _____	<b>ZONING:</b> PD _____ FLOOD ZONE: <u>X</u> BFE: _____	OTHER PERMITS ISSUED: V _____ TU _____ CU _____ PERMIT # _____
MAP _____ BOOK/CABINET _____ PAGE _____ High School TRACT/LOT Site _____ BLOCK <u>42</u> UNIT <u>45</u> SUBDIVISION/LANDS OF: <u>Rio Del Oro</u>	ELEVATION CERTIFICATE# _____ PRE CONSTRUCTION _____ FINAL _____	LOMA _____ CLOMA _____ CLOM-F _____ APP#: _____

<b>R-195754</b>	<b>PROPERTY OWNER NAME</b> Cibola Land Corporation	<b>PHONE</b> 505-980-0703
<b>MAILING ADDRESS</b> PO Box 1668	<b>SPACE</b> CITY Albuquerque	<b>STATE</b> NM <b>ZIP</b> 87103

<b>PROJECT LOCATION / SITE ADDRESS:</b> Valencia Solar 1, LLC	<b>NMED SEPTIC PERMIT #</b>
--	-----------------------------

<b>AGENT (IF APPLICABLE):</b> Dominic Salinas, Core Solar LLC, 1221 S MoPac Expy, 78746	<b>713.501.8515</b>
--	---------------------

<b>CURRENT USE OF PROPERTY:</b> Non-residential
---

<b>BRIEF DESCRIPTION OF REQUEST:</b> Solar Field - Solar Overlay Zone
--

<b>OFFICIAL USE ONLY</b>	
APPLICATION RECEIVED BY: <i>[Signature]</i>	DATE: <u>04/08/22</u>
APPLICATION DEEMED COMPLETE: <i>[Signature]</i>	DATE: <u>05/18/22</u>
APPLICATION APPROVED/DENIED:	DATE:
P&Z COMMISSION HEARING DATE:	

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.

Dominic Salinas

Printed Name

*[Signature]*

Signature

4/8/2022

Date



April 8, 2022

Valencia County Planning and Zoning Department  
Attn: Ms. Nancy Gonzalez  
PO Box 1119  
Los Lunas, NM 8731

Re: Valencia Solar 1, LLC – Solar Field Overlay Zone Request and Site Development Plan Approval

Dear Ms. Gonzalez:

Core Solar, on behalf of Valencia Solar 1, LLC, is requesting approval of a Solar Field Overlay Zone and Site Development Plan approval for a parcel of land approximately 40 acres in size in Valencia County. Core Solar is a leading utility-scale solar development company based in Austin, Texas. Our highly experienced team is committed to developing quality solar projects that make good neighbors and meet the unique needs of the local area (**Exhibit A**).

The Valencia Solar 1 Project (Project or Site) is located in eastern Valencia County, east of the intersection of Rio Del Ona Loop S and Bonita Vista Boulevard, just north of Valencia High School. See **Figure 1, Project Vicinity Map**. When it becomes operational, Valencia Solar 1 Project will benefit Valencia County and local schools through increased property taxes paid per year.

1. Proposed Use

The proposed Valencia Solar 1 is a 5 megawatt (MW) solar electric generating station in Valencia County. The generation station is designed to meet PNM's future generation needs to increase the renewable generation portfolio and replace fossil fuel resources. See **Figure 2, Project Boundary Map**.

Project Description

The Project will be located on an undeveloped parcel of land currently zoned Planned Development District (PD). The project located on a 39.6-acre parcel is very well suited for solar development – the topography is flat, there are no sensitive environmental conditions or existing structures, and an adjacent point of interconnection. See **Figure 3, Structures Within 350 Feet**. The Project will consist of the following components: solar panels that range in height from six (6) to ten (10) feet as they track the sun throughout the day; inverters; racking system; and, associated wiring and balance of system. The Project's current design includes a racking system, which affixes solar panels to the ground using piles, has a relatively small footprint and does not require concrete. The Site Plan is shown in **Figure 4A, Project Site Plan (Tracker Mounted)**. Core Solar is investigating an alternative design which eliminates the need for piles, shown in **Figure 4B, Project Site Plan (Earth Mounted)**. This design may have its advantages (such as having a lower profile and even smaller footprint), however, before committing to this approach, we are working toward verifying commercial and performance claims.

A temporary staging area to accommodate the movement of equipment and construction parking and temporary construction trailers will be located on the Site. Disturbed areas will be reseeded with native grasses if necessary. Dust suppression at the site will include active



suppression via the use of water trucks during construction, soil compaction during construction, and treatment with an appropriate mix of soil stabilizers during solar facility operation. The property edges will be reseeded with native vegetation as necessary after construction is complete.

2. Reason why the request is being made

The request is for Site Development Plan approval and a Solar Field Overlay Zone, which is required for development and construction of the proposed Solar Project. The proposed Project is sited at an appropriate locale with proximity to electric facilities and good solar exposure which provides adequate infrastructure. An electric distribution line necessary to transmit the generated energy is located nearby. Property lines on adjoining and adjacent property, contour lines, and structures within 350 feet of the subject parcel are shown in **Figure 3, Structures within 350 Feet**. There are no building locations on adjacent properties within 350 feet of the subject parcel.

3. Request meets criteria

The request furthers the desire to promote sustainable development and renewable energy options. Additionally, Valencia Solar 1, LLC will comply with all current applicable County codes and regulations. The proposed site is not located on agricultural land, thereby protecting agricultural resources in the County.

Core Solar is committed to developing quality solar projects that make good neighbors and meet the unique needs of the local area. The Project will:

- Promote the use of underutilized land by locating on an undeveloped parcel of land;
- Further strengthen economic development through increased property taxes paid by Valencia Solar 1, LLC to Valencia County;
- Promote employment opportunities and improve local workforce skills and abilities within the County by providing construction and maintenance jobs;
- Disturbed areas will be re-seeded with native grasses;
- Offer to coordinate with the local high school to provide educational programming related to the project and solar energy; and,
- Help diversify energy production and the local economy by providing customers in Valencia County with clean, renewable energy.

4. Site details

- a. Total Acreage: 39.6 acres approximately  
 Legal Description: Subdivision Rio Del Oro Lot: High School Site, Block: 42 Unit: 45  
 Ownership: Valencia Solar 1, LLC to purchase  
 Development Area: 29 acres approximately  
 UPC: R195754

b. Access

Roads in the area include Bonita Vista Boulevard, which provides access to the site. An access driveway approximately 20 feet in width is proposed into the site, with a locked entrance swing-gate approximately 24 feet in width. For public safety and security purposes, the solar generating station will be enclosed by a chain link security fence 8 feet in height.



- c. Utilities
  - i. Septic/Sewer  
No septic/sewer is needed.
  - ii. Water Lines  
No water lines are needed.
  - iii. Gas  
No gas lines are needed.
- d. Drainage
  - i. The site will not be graded.

5. Potential impacts

- a. Noise – The project will not create any noise.
- b. Odors – No odors are created.
- c. Traffic – During construction, traffic will temporarily increase as vehicles hauling equipment and supplies and worker's vehicles access the site. The generating station is designed to be operated remotely; therefore, approximately one to two vehicles per day will access the generating station after construction is complete and the generating station becomes operational. During construction, Valencia Solar 1, LLC will coordinate with the County and Valencia High School on times of access to avoid conflicting with the nearby school.
- d. Potential Health Effects – There are no health effects from the site.
- e. Quality of Life Impacts – The electric power generation industry is a major contributor to our quality of life in the United States. Reliable electric service is essential to modern living and improves everyone's quality of life. In addition, safe, reliable electric power is a cornerstone of community growth and economic development. It is important to the health, welfare, and safety of its citizens.

6. For proposed commercial uses

- a. Type of business – Solar electric generating station.
- b. Hours and days of operation – The generating station operates constantly when the sun is shining.
- c. Number of employees – The generating station will be operated remotely and visited regularly by Valencia Solar 1, LLC staff. Approximately 80-100 temporary jobs will be created during construction.
- d. Anticipated traffic/clientele – Existing daily traffic volume in the vicinity of the project site is minimal. A temporary increase in traffic will occur during construction. When the generating station is operational, it is anticipated that traffic will diminish and be similar



to the pre-construction levels. Approximately one to two vehicles per day will access the solar generating station.

**7. Other facts relevant to the request**

- a. Schedule of expected development – Because the Project is in early stages of the interconnect process with the utility, a construction schedule has not yet been finalized. Construction of the facility is expected to take approximately three months and is currently expected to begin in Q1 2024.
- b. Disturbed areas will be re-seeded with native grasses.
- c. Signage at the generating station may include a standard sign 4'X4' in size at the entry to the station and caution signs at various locations.
- d. No construction will occur during nighttime hours; however, a security guard will be on site at all times during the construction. Once construction is complete, utility personnel using pick-up trucks may periodically visit the facility. Visits will be intermittent for maintenance or repair. Parking within the fenced site will be for maintenance vehicles, as needed. These vehicles will be parked adjacent to the equipment where authorized personnel will be working. There is no paving within the project site.
- e. Owners Authorization can be found as **Exhibit B**.
- f. Beneficial Impacts to Valencia County:
  - i. Valencia Solar 1 Project will benefit Valencia County and local schools through increased property taxes.
  - ii. Project will commit to using cost-competitive local materials and contractors.

In summary, this project will contribute to PNM's renewable generation portfolio and offset fossil fuels. The proposed project will be used in-state for PNM customers. Please contact me at 713.501.8515 if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Dominic Salinas".

**Dominic Salinas**  
Director of Development  
dominic@coresolar.energy  
713.501.8515



**Application for Solar Overlay Zone  
Valencia Solar 1, LLC**

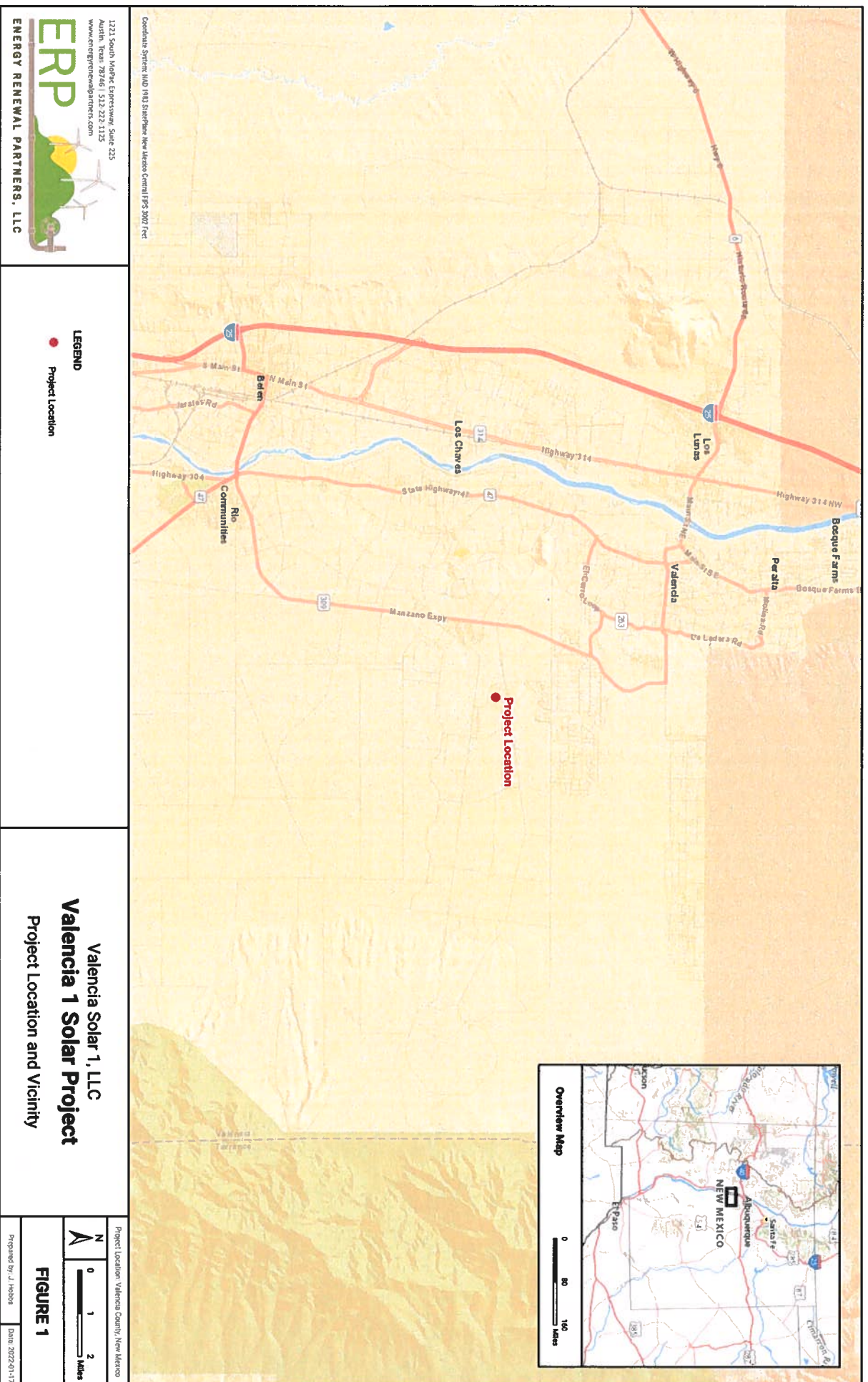
**List of Attachments**

Figure 1	Project Vicinity Map
Figure 2	Project Boundary
Figure 3	Map Structures Within 350 Feet
Figure 4A	Project Site Plan (tracker mounted)
Figure 4B	Project Site Plan (earth mounted)
Figure 5	Valencia Solar 1 – 4 Proximity Map
Exhibit A	Core Solar Flyer
Exhibit B	Owners Authorization



## FIGURES










Coordinate System: UTM 18N, Spheroid: New Mexico Central FIPS 3002 Feet



1221 South MoPac Expressway, Suite 225  
Austin, Texas 78746 512.222.1125  
www.enrgrenewpartners.com



**ENERGY RENEWAL PARTNERS, LLC**

**LEGEND**

 **Project Boundary**

**Valencia Solar 1, LLC**  
**Valencia 1 Solar Project**  
Project Boundary

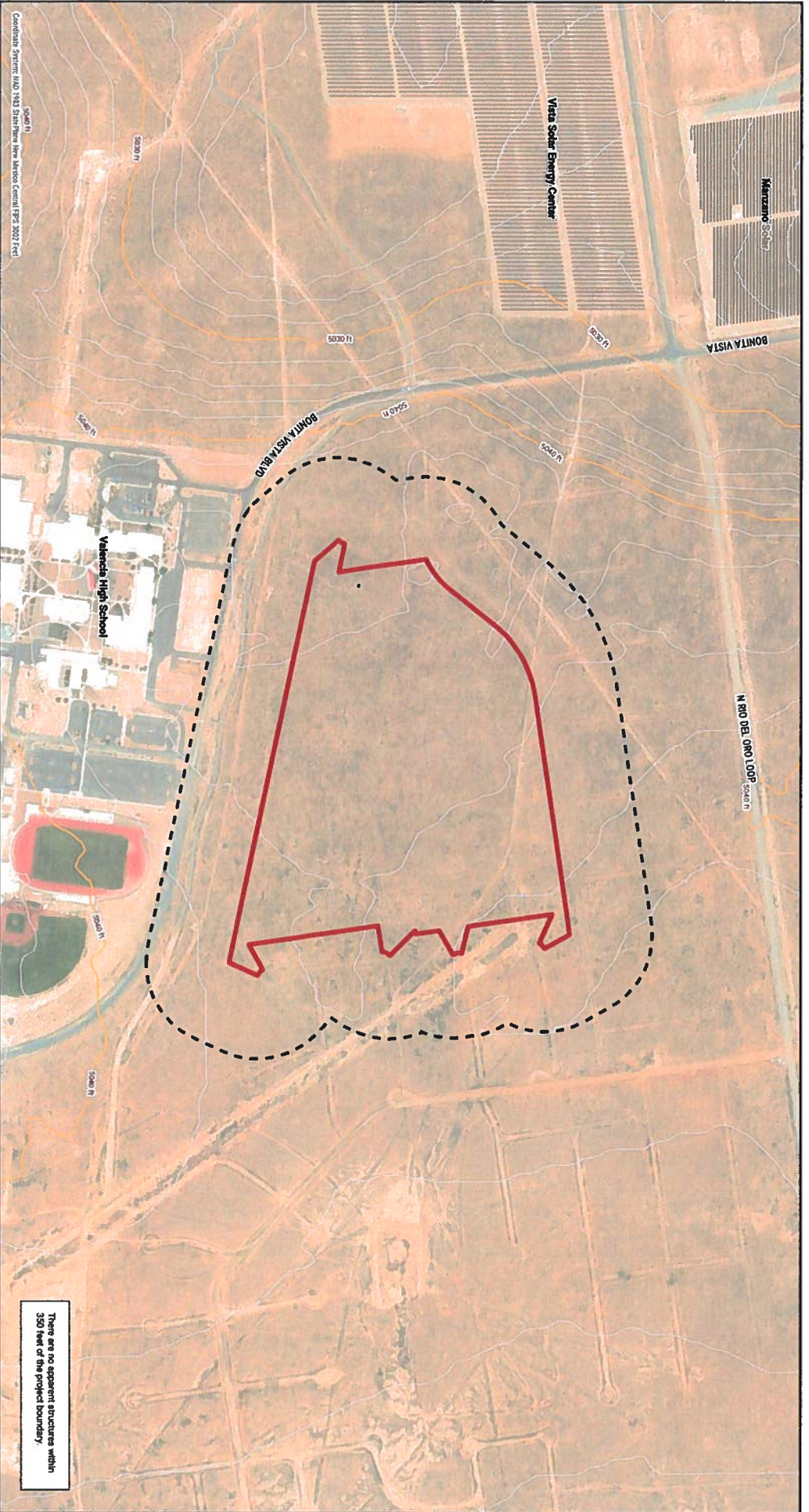
Project Location: Valencia County, New Mexico

**FIGURE 2**

Prepared By: J. Hobbs      Date: 2022-01-17





There are no apparent structures within 350 feet of the project boundary.

**ERP**

ENERGY RENEWAL PARTNERS, LLC

1221 South Mojave Expressway, Suite 215  
 Azusa, Texas 75146 | 312-222-1125  
[www.enrgrenewpartners.com](http://www.enrgrenewpartners.com)

**LEGEND**

Project Boundary

Project Boundary Buffer (350 ft)

Ground Elevation Contour

Major (10' Interval)

Minor (2' Interval)

Valencia Solar 1, LLC

**Valencia 1 Solar Project**

Structures Within 350 Feet

Project Location: Valencia County, New Mexico

**FIGURE 3**

Prepared by: J. Hobbs

Date: 2022-01-18

N

0 200 400 Feet



**FIGURE 4A**





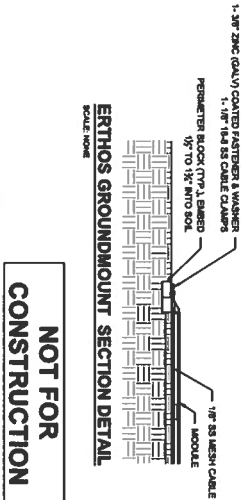
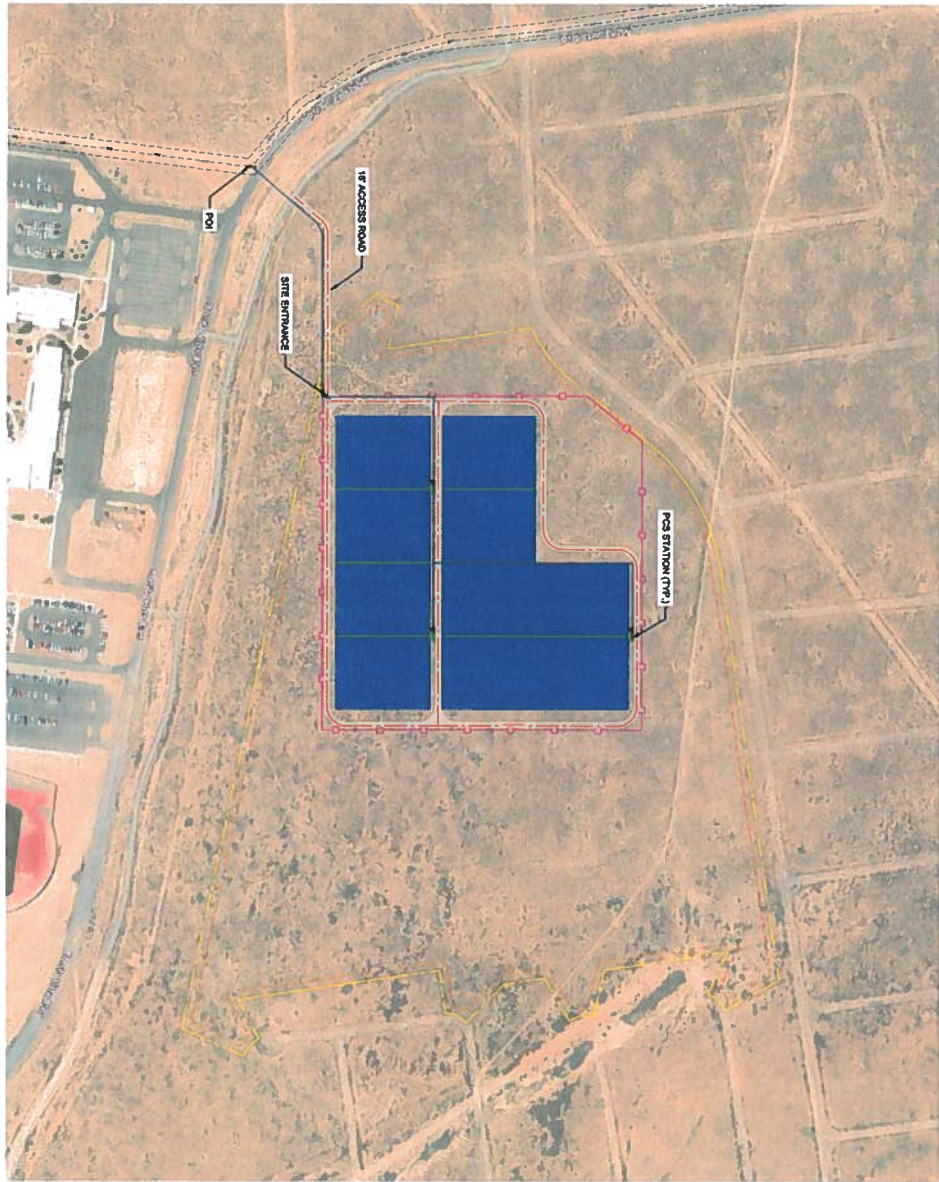


**FIGURE 4B**





**SITE PLAN**  
SCALE: 1" = 150'



**NOT FOR  
CONSTRUCTION**

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GENERAL PROJECT DETAILS	
PROJECT NAME	ERTHOS 765 - VALENCIA SOLAR
STATE	NEW MEXICO
COUNTY	VALENCIA
COORDINATE	34.74007, -106.645619
PERMITS	7.565
DC RATIO	1.88/12
DC ARRAY VOLTAGE	1500
INTERCONNECT VOLTAGE (VAC)	34.5
DESIGN CONDITIONS	
MAX WIND (MPH)	90
SHORT LOAD (PSF)	0
WIND TEMP (°F)	-12
MAX TEMP (°C)	35
LAND USE	
TOTAL ARRAY ACRES	10.22
BEHIND THE FENCE ACRES	14.00
EQUIPMENT SIZING	
MODULE	ZSHE-400-J004M4L03144
MODULE QTY	17880
MODULE DIM (LxWxH)	2040x1050x20
MODULE DIM (LxWxH)	6.875x3.02x0.0951
BN CLAS	450
INVERTER TYPE	CHMT 250 STRING
INVERTER QTY	20
MODULES PER STRING	28
STRINGS PER ARRAY	34
ARRAY QTY	23
ARRAY LAYOUT	28 X 34
TOTAL # OF ARRAVS	20
CONTACT INFORMATION	
ERTHOS CONTACT	CHARLES PRADENTE
PHONE	(918) 277-4189
EMAIL	CHARLES.PRADENTE@ERTHOS.COM

DRIVER: A. VALVERDE  
SCALE: 1" = 150'  
DATE: 12/16/21  
REV: SP-101  
E

**VALENCIA SOLAR 1  
5 MWAC**

34.740307, -106.645619

**VALENCIA COUNTY, NEW MEXICO**

**ERTHOS**

740 S. MILL AVE. BUILDING D, SUITE 210,  
TEMPE, AZ 85281

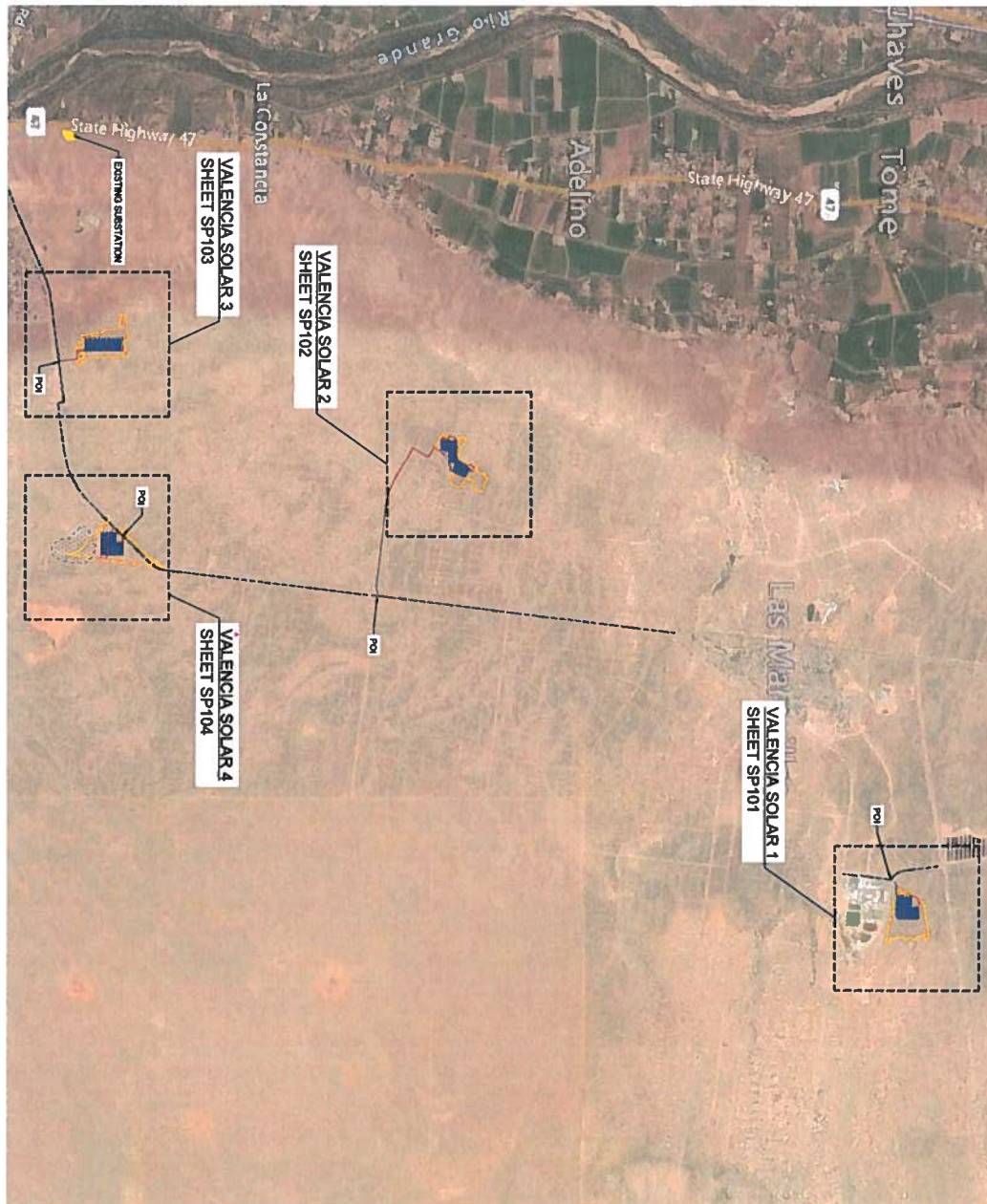
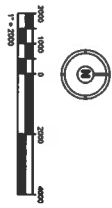
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REV	DATE	DESCRIPTION	BY	CK	AP
A	12/16/21	PRELIMINARY SITE PLAN	SV	PM	PA
B	02/02/22	PRELIMINARY SITE PLAN	SV	PM	PA
C	02/03/22	PRELIMINARY SITE PLAN	SV	PM	PA
D	02/04/22	PRELIMINARY SITE PLAN	SV	PM	PA
E	02/04/22	PRELIMINARY SITE PLAN	SV	PM	PA





**FIGURE 5**



#### GENERAL PROJECT DETAILS

PROJECT NAME	VALENCIA SOLAR 1-4
STATE	NEW MEXICO
COUNTY	VALENCIA
LATITUDE	
LONGITUDE	
PV PLANT MWDC	7.564
PV PLANT MWAC	5
DC/AC RATIO	1.8812
DC ARRAY VOLTAGE	1000
INTERCONNECT VOLTAGE (VAC)	34.5

#### DESIGN CONDITIONS

MAX WIND (mph)	86
SHORT-LOAD (hrs)	0
MIN TEMP (°C)	-12
MAX TEMP (°C)	35

#### LAND USE

TOTAL ARRAY (ACRES)	SEE SHEETS
BEHIND THE FENCE (ACRES)	SEE SHEETS

#### EQUIPMENT SIZING

MODULE	255WHR-60-200MM-120H4
MODULE QTY	17880
MODULE DIM (LxWxH)	206x103x30
MODULE DIM (LxWxH)	6.870x3.40x1
BN CLASS	450
INVERTER TYPE	CHRT 250 STRING
INVERTER QTY	20
MODULES PER STRING	26
STRINGS PER ARRAY	34
30MIN QTY	2.5
ARRAY MATRIX	28 X 34
TOTAL # OF ARRAYS	20

#### CONTACT INFORMATION

ERTHOS CONTACT	CHARLES PIMENTEL
PHONE	(513) 777-2189
EMAIL	CHARLES.PIMENTEL@ERTHOS.COM

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#### LEGEND

- PROPOSED FENCE
- PROPERTY LINE
- PERMITTING BLOCK CLASS
- USUBURD
- 37 SOLAR STRING
- CORNERING STRING
- LINE OF PIVOT POINTS
- WIND COLLECTION LINE
- EXISTING OPENED ELECTRICAL

**NOT FOR  
CONSTRUCTION**

DATE: 12/16/21  
BY: SP-100  
E

**VALENCIA SOLAR 1-4  
5 MWAC EACH**  
**VALENCIA COUNTY, NEW MEXICO**

**ERTHOS**

740 S. MILL AVE. BUILDING D, SUITE 210,  
TEMPE, AZ 85281

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REV	DATE	DESCRIPTION	BY	CHK	AP
A	12/16/21	PRELIMINARY SITE PLAN	SV	PM	PA
B	02/02/22	PRELIMINARY SITE PLAN	SV	PM	PA
C	02/03/22	PRELIMINARY SITE PLAN	SV	PM	PA
D	02/04/22	PRELIMINARY SITE PLAN	SV	PM	PA
E	02/04/22	PRELIMINARY SITE PLAN	SV	PM	PA



**EXBHIT A**



# Partnering for a Renewable Future

Core Solar is a leading utility-scale solar development company based in Austin, Texas. Our highly experienced team is committed to developing quality solar projects that make good neighbors and meet the unique needs of the local area. Together we have developed over 4GW of solar throughout the US.

## Our Approach

We're dedicated to being proactive partners with landowners and the broader communities where we develop. Our diverse experience, rooted in consulting and environmental engineering, along with our disciplined development approach, has earned Core Solar the trust of landowners and communities across the country. The Core Solar team is comprised of experts in site evaluation, real estate procurement, community engagement, permitting, environmental analysis, engineering, tax agreements, and grid interconnection.



## Benefiting you, Benefiting the Community

With solar farms having a life span of over 30 years, it is important to us that we're good stewards of the land and develop projects that positively impact the surrounding community. Together, we can make a positive change towards a more energy-efficient future.



### Strengthen local economies

Solar development strengthens rural economies by creating local jobs, increasing economic development opportunities that positively impact local businesses, and contributing local tax revenues that support improvements to the community. We are proud to contribute towards positive, long-term economic impacts to communities across the United States while delivering clean, affordable, and reliable energy.



### Preserving the integrity of the land and local wildlife

Wildlife studies are an essential part of the development process, where trained experts study proposed sites to ensure that development minimizes the impact on local habitats. Core Solar also coordinates with federal and state wildlife agencies to confirm best management practices and impact mitigation strategies.



### Community Commitment

Core Solar encourages engagement by connecting with residents and community leaders through publicly held meetings and outreach events throughout the development process. Our team is always looking for ways to engage with the communities involved in our solar projects. From dedicating funds to local organizations to mentoring local students on environmental impacts, we're committed to making a positive impact beyond renewable energy.



**EXBHIT B**





## Exhibit B

Valencia County Planning and Zoning Department  
Attn: Ms. Nancy Gonzalez  
PO Box 1119  
Los Lunas, NM 8731

RE: Subdivision Rio Del Oro Lot: High School Site, Block: 42 Unit: 45

Cibola Land Corporation is the owner of the above-described real property (Property), which is currently under contract for sale to Core Solar LLC (Core Solar).

Property's Representative Name, hereby authorizes Core Solar and its agents to make such filings and submittals to the Valencia County Planning and Zoning Board and such other departments and agencies as necessary to obtain the approvals from said board agencies and departments from the intended use of the Property, including any re-zoning, vacations, or subdividing of said property.

If you have any questions or concerns please contact (505) 960-0703.

Sincerely,

By H. Emmons Yates III  
Its VP  
Date 3/31/22

**VALENCIA COUNTY****COMMUNITY 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**

CONDITIONAL USE: (\$150.00) CU#

VARIANCE: (\$150.00) V#

TEMPORARY USE: (\$150.00) TU#

SIGN PERMIT (\$100.00) SP#

ZONE CHANGE/MASTER PLAN AMENDMENT/OVERLAY ZONE: (\$350.00) ZC#

FILM PERMIT (\$150.00) TU#

SITE DESIGN REVIEW: (\$350.00 COMMERCIAL/ \$750.00 INDUSTRIAL) SDR#

WCF/CO-LOCATION: (\$200.00) WCF#

**ALL LAND USE APPLICATIONS MUST INCLUDE A NON-REFUNDABLE REVIEW FEE, SITE PLAN, PROPOSAL LETTER, PROPERTY RECORD CARD AND CURRENT ASSESSMENT MAP SHOWING THE PROPERTY AND GENERAL VICINITY**

<b>LEGAL DESCRIPTION</b>	<b>ZONING:</b> PD	<b>OTHER PERMITS ISSUED:</b> V TU CU
TOWNSHIP RANGE SECTION	FLOOD ZONE: X BFE:	PERMIT #
MAP BOOK/CABINET PAGE	ELEVATION CERTIFICATE#	LOMA CLOMA CLOM-F
TRACT/LOT Park Site BLOCK 68 UNIT 53	PRE CONSTRUCTION FINAL	APP#:
SUBDIVISION/LANDS OF: Rio Del Oro		

<b>R - 124224</b>	<b>PROPERTY OWNER NAME</b> Cibola Land Corporation	<b>PHONE</b> 505-980-0703
<b>MAILING ADDRESS</b> PO Box 1668	<b>SPACE</b> CITY Albuquerque	<b>STATE</b> NM <b>ZIP</b> 87103

<b>PROJECT LOCATION / SITE ADDRESS:</b> Valencia Solar 2, LLC	<b>NMED SEPTIC PERMIT #</b>
--	-----------------------------

<b>AGENT (IF APPLICABLE):</b> Dominic Salinas, Core Solar LLC, 1221 S MoPac Expy. 78746	<b>713.501.8515</b>
--	---------------------

<b>CURRENT USE OF PROPERTY:</b> Non-residential
---

<b>BRIEF DESCRIPTION OF REQUEST:</b> Solar Field - Solar Overlay Zone
--

<b>OFFICIAL USE ONLY</b>	
APPLICATION RECEIVED BY: <i>[Signature]</i>	DATE: 04/08/22
APPLICATION DEEMED COMPLETE: <i>[Signature]</i>	DATE: 05/18/22
APPLICATION APPROVED/DENIED:	DATE:
P&Z COMMISSION HEARING DATE:	

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.

Dominic Salinas

Dominic Salinas

4/8/2022

Printed Name

Signature

Date



April 8, 2022

Valencia County Planning and Zoning Department  
Attn: Ms. Nancy Gonzalez  
PO Box 1119  
Los Lunas, NM 8731

Re: Valencia Solar 2, LLC – Solar Field Overlay Zone Request and Site Development Plan Approval

Dear Ms. Gonzalez:

Core Solar, on behalf of Valencia Solar 2, LLC, is requesting approval of a Solar Field Overlay Zone and Site Development Plan approval for a parcel of land approximately 33 acres in size in Valencia County. Core Solar is a leading utility-scale solar development company based in Austin, Texas. Our highly experienced team is committed to developing quality solar projects that make good neighbors and meet the unique needs of the local area (**Exhibit A**).

The Valencia Solar 2 Project (Project or Site) is located in eastern Valencia County, northwest of the intersection of De Haan Loop and La Entrada Road. See **Figure 1, Project Vicinity Map**. When it becomes operational, Valencia Solar 2 Project will benefit Valencia County and local schools through increased property taxes.

1. **Proposed Use**

The proposed Valencia Solar 2 is a 5 megawatt (MW) solar electric generating station in Valencia County. The generation station is designed to meet PNM's future generation needs to increase the renewable generation portfolio and replace fossil fuel resources. See **Figure 2, Project Boundary Map**.

**Project Description**

The Project will be located on an undeveloped parcel of land currently zoned Planned Development District (PD). The project located on a 32.54-acre parcel is very well suited for solar development – the topography is flat, there are no sensitive environmental conditions or existing structures, and an adjacent point of interconnection. See **Figure 3, Structures Within 350 Feet**. The Project will consist of the following components: solar panels that range in height from six (6) to ten (10) feet as they track the sun throughout the day; inverters; racking system; and, associated wiring and balance of system. The Project's current design includes a racking system, which affixes solar panels to the ground using piles, has a relatively small footprint and does not require concrete. The Site Plan is shown in **Figure 4A, Project Site Plan (Tracker Mounted)**. Core Solar is investigating an alternative design which eliminates the need for piles, shown in **Figure 4B, Project Site Plan (Earth Mounted)**. This design may have its advantages (such as having a lower profile and even smaller footprint), however, before committing to this approach, we are working toward verifying commercial and performance claims.

A temporary staging area to accommodate the movement of equipment and construction parking and temporary construction trailers will be located on the Site. Disturbed areas will be reseeded with native grasses if necessary. Dust suppression at the site will include active



suppression via the use of water trucks during construction, soil compaction during construction, and treatment with an appropriate mix of soil stabilizers during solar facility operation. The property edges will be reseeded with native vegetation as necessary after construction is complete.

2. Reason why the request is being made

The request is for Site Development Plan approval and a Solar Field Overlay Zone, which is required for development and construction of the proposed Solar Project. The proposed Project is sited at an appropriate locale with proximity to electric facilities and good solar exposure which provides adequate infrastructure. An electric distribution line necessary to transmit the generated energy is located nearby. Property lines on adjoining and adjacent property, contour lines, and structures within 350 feet of the subject parcel are shown in **Figure 3, Structures within 350 Feet**. There are no building locations on adjacent properties within 350 feet of the subject parcel.

3. Request meets criteria

The request furthers the desire to promote sustainable development and renewable energy options. Additionally, Valencia Solar 2, LLC will comply with all current applicable County codes and regulations. The proposed site is not located on agricultural land, thereby protecting agricultural resources in the County.

Core Solar is committed to developing quality solar projects that make good neighbors and meet the unique needs of the local area. The Project will:

- Promote the use of underutilized land by locating on an undeveloped parcel of land;
- Further strengthen economic development through increased property taxes paid by Valencia Solar 2, LLC to Valencia County;
- Promote employment opportunities and improve local workforce skills and abilities within the County by providing construction and maintenance jobs;
- Disturbed areas will be re-seeded with native grasses;
- Offer to coordinate with the local high school to provide educational programming related to the project and solar energy; and,
- Help diversify energy production and the local economy by providing customers in Valencia County with clean, renewable energy.

4. Site details

- a. Total Acreage: 32.54 acres approximately  
 Legal Description: Subdivision Rio Del Oro Lot: Park Site, Block: 68 Unit: 53  
 Ownership: Valencia Solar 2, LLC to purchase  
 Development Area: 17 acres approximately  
 UPC: R124224

b. Access

Roads in the area include La Entrada Road and De Haan Loop, which provides access to the site. An access driveway approximately 20 feet in width is proposed into the site, with a locked entrance swing-gate approximately 24 feet in width. For public safety and security purposes, the solar generating station will be enclosed by a chain link security fence 8 feet in

height.

c. Utilities

i. Septic/Sewer

No septic/sewer is needed.

ii. Water Lines

No water lines are needed.

iii. Gas

No gas lines are needed.

d. Drainage

- i. The site will not be graded.

5. Potential impacts

- a. Noise – The project will not create any noise.

- b. Odors – No odors are created.

- c. Traffic – During construction, traffic will temporarily increase as vehicles hauling equipment and supplies and worker's vehicles access the site. The generating station is designed to be operated remotely; therefore, approximately one to two vehicles per day will access the generating station after construction is complete and the generating station becomes operational. During construction, Valencia Solar 2, LLC will coordinate with the County on times of access to avoid conflicting with the nearby school.

- d. Potential Health Effects – There are no health effects from the site.

- e. Quality of Life Impacts – The electric power generation industry is a major contributor to our quality of life in the United States. Reliable electric service is essential to modern living and improves everyone's quality of life. In addition, safe, reliable electric power is a cornerstone of community growth and economic development. It is important to the health, welfare, and safety of its citizens.

6. For proposed commercial uses

- a. Type of business – Solar electric generating station.

- b. Hours and days of operation – The generating station operates constantly when the sun is shining.

- c. Number of employees – The generating station will be operated remotely and visited regularly by Valencia Solar 2, LLC staff. Approximately 80-100 temporary jobs will be created during construction.

- d. Anticipated traffic/clientele – Existing daily traffic volume in the vicinity of the project site is minimal. A temporary increase in traffic will occur during construction. When the



generating station is operational, it is anticipated that traffic will diminish and be similar to the pre-construction levels. Approximately one to two vehicles per day will access the solar generating station.

7. Other facts relevant to the request

- a. Schedule of expected development – Because the Project is in early stages of the interconnect process with the utility, a construction schedule has not yet been finalized. Construction of the facility is expected to take approximately three months and is currently expected to begin in Q1 2024.
- b. Disturbed areas will be re-seeded with native grasses.
- c. Signage at the generating station may include a standard sign 4'X4' in size at the entry to the station and caution signs at various locations.
- d. No construction will occur during nighttime hours; however, a security guard will be on site at all times during the construction. Once construction is complete, utility personnel using pick-up trucks may periodically visit the facility. Visits will be intermittent for maintenance or repair. Parking within the fenced site will be for maintenance vehicles, as needed. These vehicles will be parked adjacent to the equipment where authorized personnel will be working. There is no paving within the project site.
- e. Owners Authorization can be found as **Exhibit B**.
- f. Beneficial Impacts to Valencia County:
  - i. Valencia Solar 2 Project will benefit Valencia County and local schools through increased property taxes.
  - ii. Project will commit to using cost-competitive local materials and contractors.

In summary, this project will contribute to PNM's renewable generation portfolio and offset fossil fuels. The proposed project will be used in-state for PNM customers. Please contact me at 713.501.8515 if you have any questions or need any additional information.

Sincerely,

Dominic Salinas  
Director of Development  
dominic@coresolar.energy  
713.501.8515



**Application for Solar Overlay Zone  
Valencia Solar 2, LLC**

**List of Attachments**

Figure 1	Project Vicinity Map
Figure 2	Project Boundary Map
Figure 3	Structures Within 350 Feet
Figure 4A	Project Site Plan (tracker mounted)
Figure 4B	Project Site Plan (earth mounted)
Figure 5	Valencia Solar 1 – 4 Proximity Map
Exhibit A	Core Solar Flyer
Exhibit B	Owners Authorization



## FIGURES



**ERP**

ENERGY RENEWAL PARTNERS, LLC

1221 South MoPac Expressway, Suite 225  
Austin, Texas 78746 | 512.222.1125  
www.energyrenewalpartners.com

LEGEND

Project Location

Valencia Solar 2, LLC

Valencia 2 Solar Project

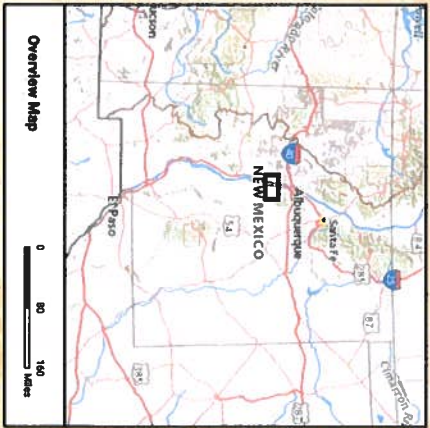
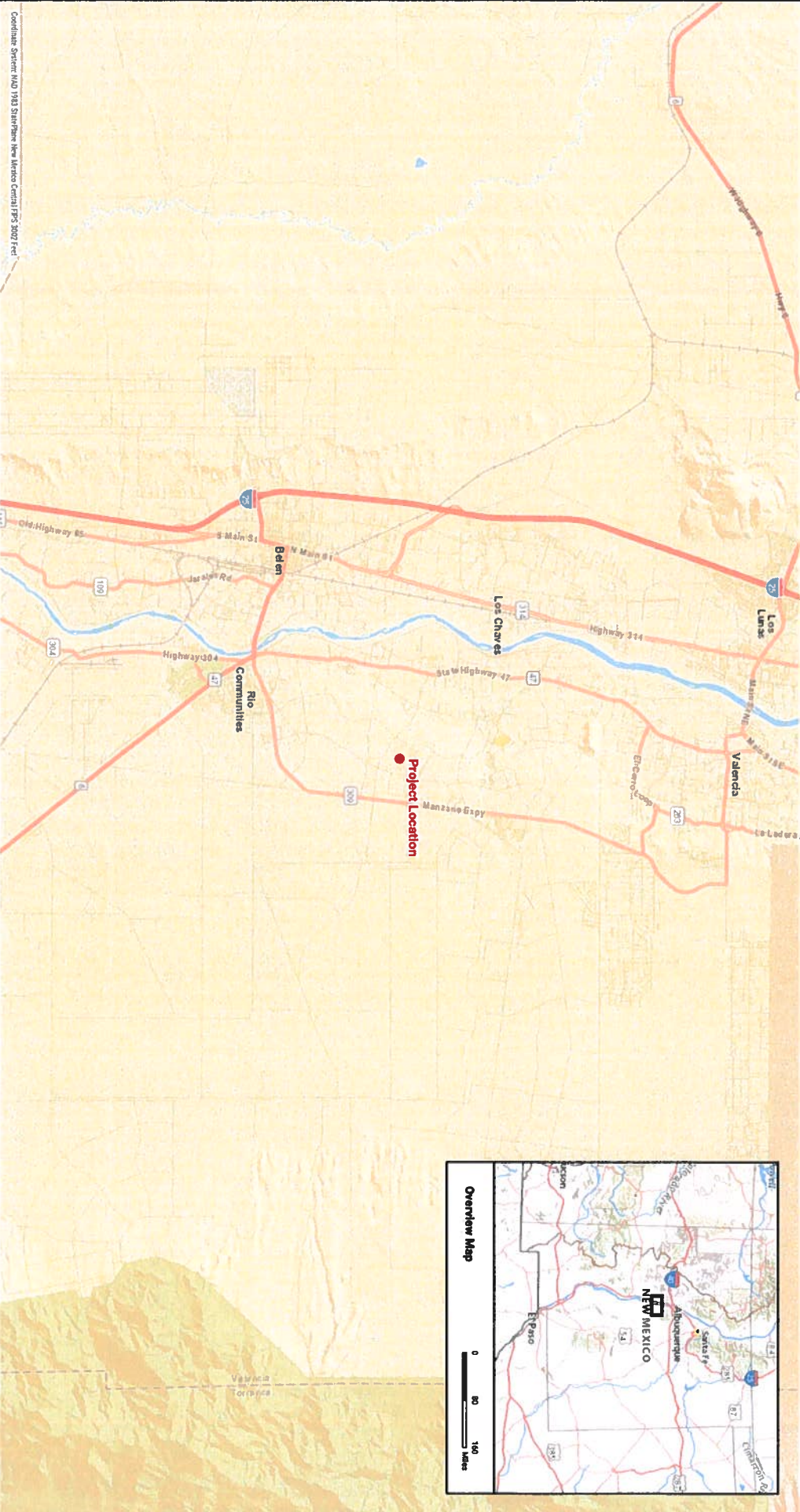
Project Location and Vicinity

Project Location, Valencia County, New Mexico

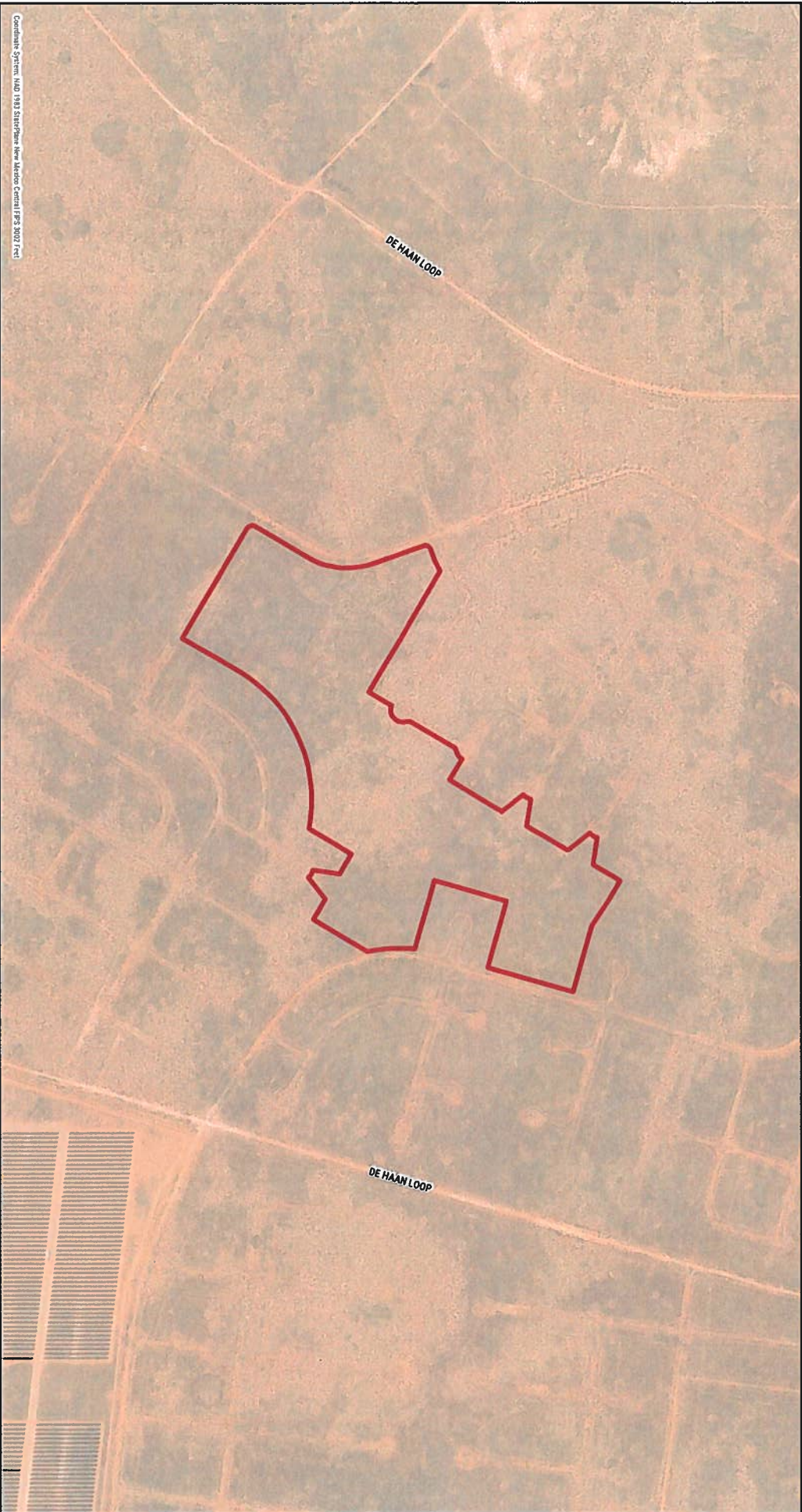
FIGURE 1

Prepared by: J. Hobbs

Date: 2022-01-18








1221 South MoPac Expressway, Suite 225  
 Austin, Texas 78746 | 512.222.1125  
[www.enrgrenewalpartners.com](http://www.enrgrenewalpartners.com)

**ERP**

ENERGY RENEWAL PARTNERS, LLC

**LEGEND**

 Project Boundary

**Valencia Solar 2, LLC**  
**Valencia 2 Solar Project**  
 Project Boundary

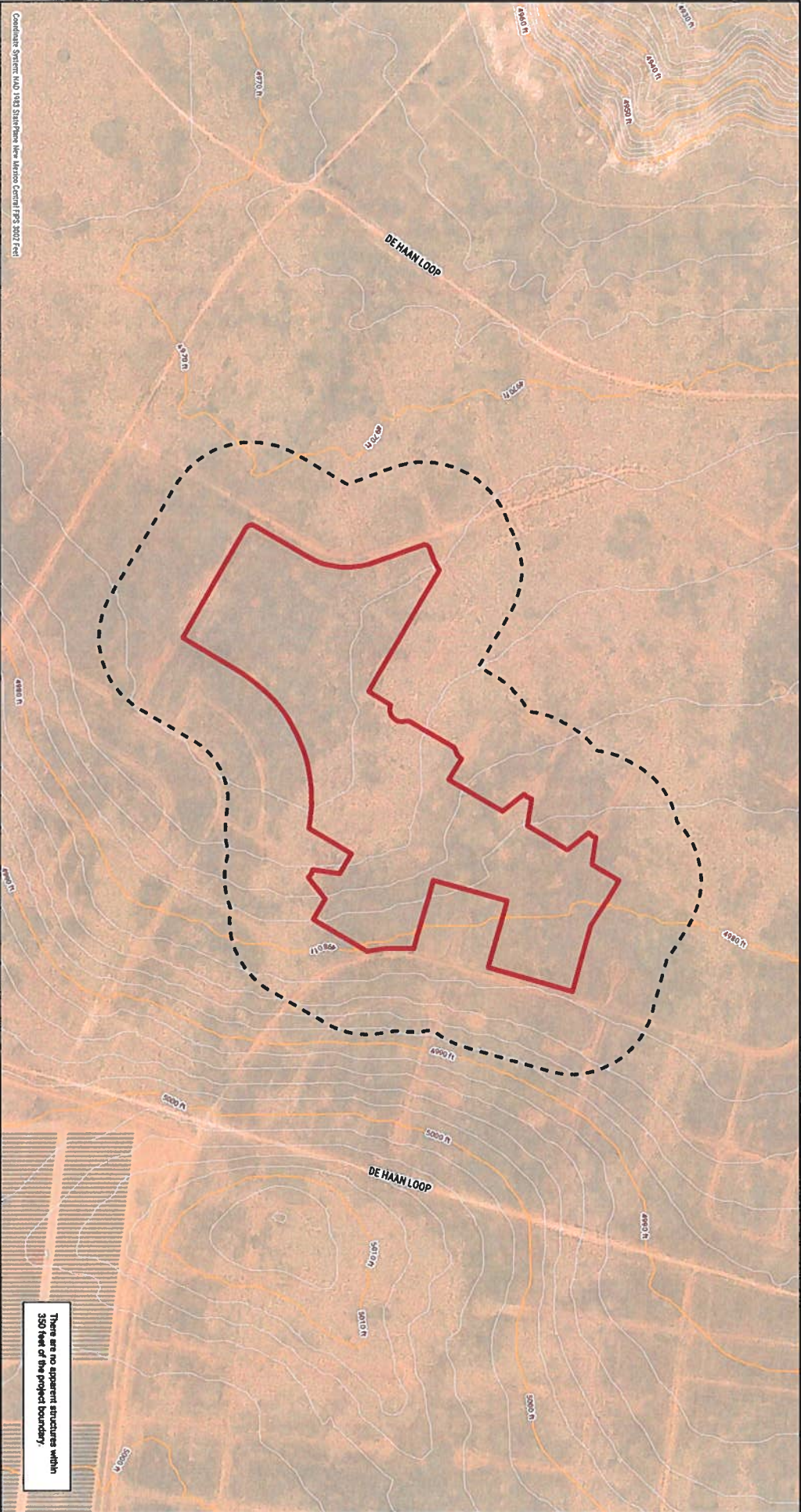
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**FIGURE 2**

Prepared by: J. Hobbs Date: 2022/01/18





Coordinate System: NAD 1983 StatePlane New Mexico Central FIPS 3007 Feet

1221 South Mopac Expressway, Suite 225  
Austin, Texas 78746 | 512.222.1125  
www.enrerenewalpartners.com

**ERP**  
ENERGY RENEWAL PARTNERS, LLC

- LEGEND**
- Project Boundary
  - Project Boundary Buffer (350 ft)
  - Ground Elevation Contour
  - Major (10' Interval)
  - Minor (2' Interval)

**Valencia Solar 2, LLC**  
**Valencia 2 Solar Project**  
Structures Within 350 Feet



**FIGURE 3**

Prepared by: J. Hobbs | Date: 2022-01-19

Project Location: Valencia County, New Mexico



**FIGURE 4A**



PROJECT OWNER:  
VALENCIA SOLAR 2, LLC

PROJECT  
**VALENCIA**  
**SOLAR-2**

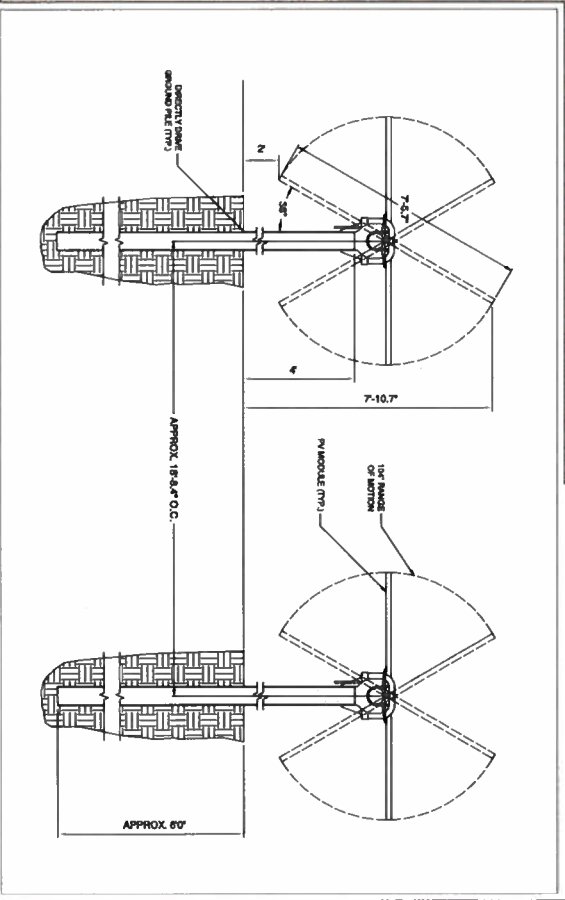
PROJECT LOCATION:  
LOS ENTRADE RD,  
LOS LUNAS, NM 87031  
LAT: 34.698387°  
LON: 106.698352°

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**PRELIMINARY SITE  
LAYOUT**

DRAWING NO.:  
**PV-100**

DATE	02/05/22
SCALE	AS SHOWN
PROJECT NO.:	

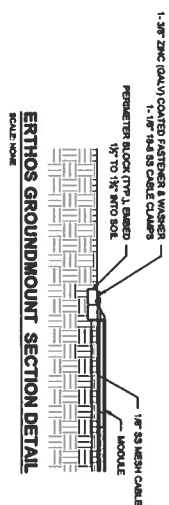
[illegible]

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**FIGURE 4B**





**NOT FOR  
CONSTRUCTION**

GENERAL PROJECT DETAILS			
PROJECT NAME	ETHIOS 785 - VALCICIA SOLAR		
STATE	NEW MEXICO		
COUNTY	VALENCIA		
LATITUDE	34.892897		
LONGITUDE	-106.897853		
PV PLANT NAME	7.666		
PV PLANT NAME	6		
DC ARRAY VOLTAGE	1500		
DC ARRAY VOLTAGE (VAC)	34.5		
DESIGN CONDITIONS			
MAX WIND SPEED	98		
SNOW LOAD (PSF)	0		
MIN TEMP (F)	-12		
MAX TEMP (F)	35		
LAND USE			
TOTAL ARABLE ACRES	10.22		
BEHIND THE FENCE ACRES	15.37		
EQUIPMENT SIZING			
MODULE	ZS15H6-60-60-4H-120-144		
MODULE CWT	71900		
MODULE PER LAYOUT/ROW	259KCT/103000		
MODULE PER LAYOUT	6.8700003_05551		
BN CLASS	460		
INVERTER TYPE	CART 250 STRONG		
INVERTER CWT	20		
MODULES PER STRING	26		
STRINGS PER ARRAY	34		
STRINGS CWT	2.5		
ARRAY LAYOUT	28 X 34		
TOTAL # OF ARRAYS	20		
CONTACT INFORMATION			
ETHIOS CONTACT	CHARLES PHAMDETEL		
PHONE	(513)6797199		
EMAIL	CHARLES.PHAMDETEL@ETHIOS.COM		

[illegible]

**VALENCIA SOLAR 2  
5 MWAC  
34.697297 , -106.697933  
VALENCIA COUNTY, NEW MEXICO**

**ERTHOS**

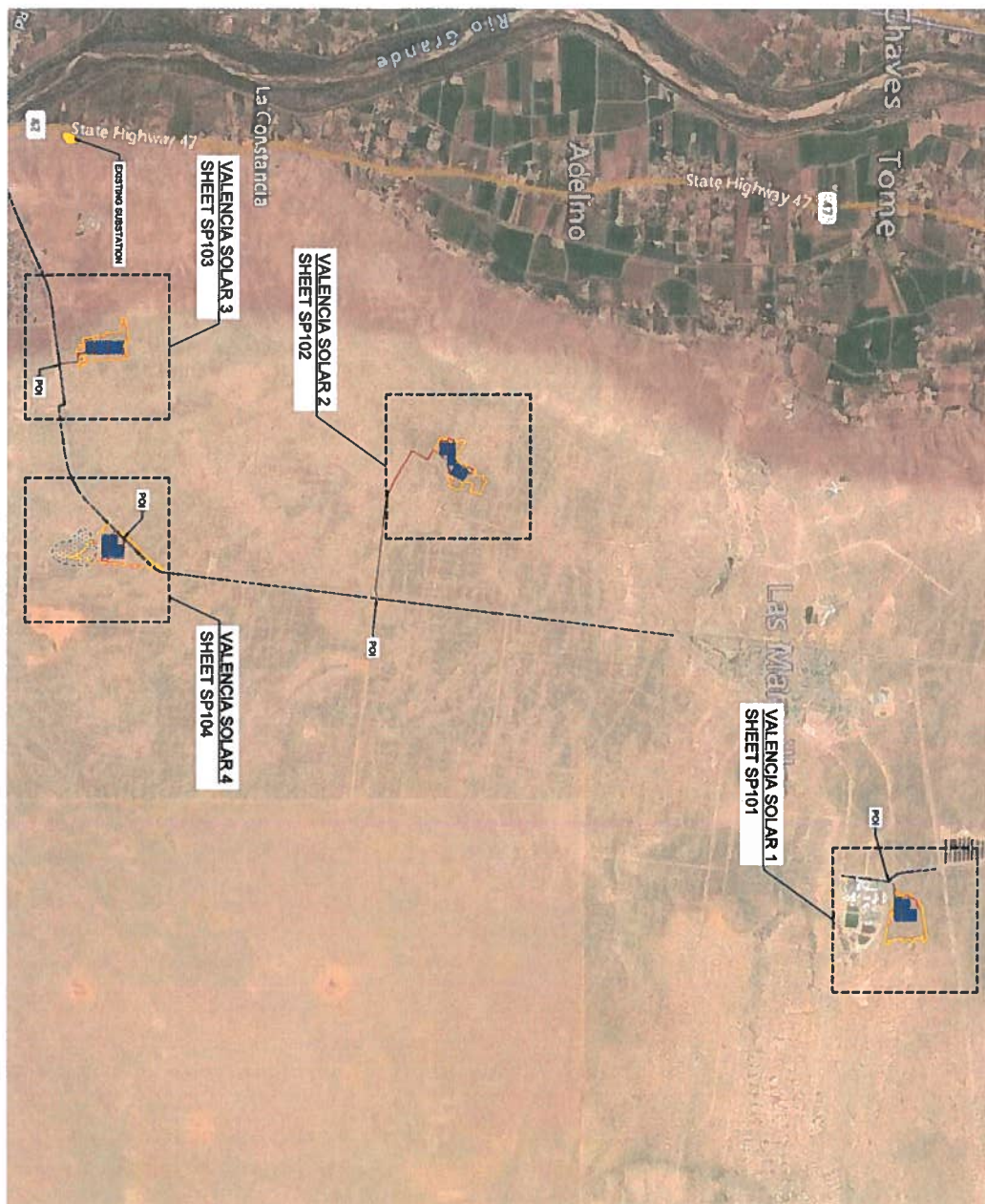
740 S. MILL AVE. BUILDING D, SUITE 210,  
TEMPE, AZ 85281

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**FIGURE 5**



GENERAL PROJECT DETAILS	
PROJECT NAME	VALENCIA SOLAR 1-4
STATE	NEW MEXICO
COUNTY	VALENCIA
LATITUDE	
LONGITUDE	
PV PLANT NAME	7.866
DC/AC RATIO	1.8912
DC ARRAY VOLTAGE	1500
INTERCONNECT VOLTAGE (VAC)	34.5
DESIGN CONDITIONS	
MAX WIND SPEED	90
SNOW LOAD (PSF)	0
MIN TEMP (C)	-12
MAX TEMP (C)	35
LAND USE	
TOTAL ARROYO (ACRES)	SEE SHEETS
BEHIND THE FENCE (ACRES)	SEE SHEETS
EQUIPMENT SIZING	
MODULE	ZSHEW-440-200-AM-LD114
MODULE QTY	17600
MODULE DIM (LxWxH)mm	2040x1050x30
MODULE DIM (LxWxH)ft	6.709x3.458x0.1
IN CLASS	450
INVERTER TYPE	CHART 250 STRING
INVERTER QTY	20
MODULES PER STRING	26
STRINGS PER ARROYO	34
SPARE QTY	25
ARROYO MATRIX	26 X 34
TOTAL # OF ARROYOS	20
CONTACT INFORMATION	
ERTHOS CONTACT	CHARLES PIMENTEL
PHONE	(518) 977-2199
EMAIL	CHARLES.PIMENTEL@ERTHOS.COM

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**EXBHIT A**



# Partnering for a Renewable Future

Core Solar is a leading utility-scale solar development company based in Austin, Texas. Our highly experienced team is committed to developing quality solar projects that make good neighbors and meet the unique needs of the local area. Together we have developed over 4GW of solar throughout the US.

## Our Approach

We're dedicated to being proactive partners with landowners and the broader communities where we develop. Our diverse experience, rooted in consulting and environmental engineering, along with our disciplined development approach, has earned Core Solar the trust of landowners and communities across the country. The Core Solar team is comprised of experts in site evaluation, real estate procurement, community engagement, permitting, environmental analysis, engineering, tax agreements, and grid interconnection.



## Benefiting you, Benefiting the Community

With solar farms having a life span of over 30 years, it is important to us that we're good stewards of the land and develop projects that positively impact the surrounding community. Together, we can make a positive change towards a more energy-efficient future.



### Strengthen local economies

Solar development strengthens rural economies by creating local jobs, increasing economic development opportunities that positively impact local businesses, and contributing local tax revenues that support improvements to the community. We are proud to contribute towards positive, long-term economic impacts to communities across the United States while delivering clean, affordable, and reliable energy.



### Preserving the integrity of the land and local wildlife

Wildlife studies are an essential part of the development process, where trained experts study proposed sites to ensure that development minimizes the impact on local habitats. Core Solar also coordinates with federal and state wildlife agencies to confirm best management practices and impact mitigation strategies.



### Community Commitment

Core Solar encourages engagement by connecting with residents and community leaders through publicly held meetings and outreach events throughout the development process. Our team is always looking for ways to engage with the communities involved in our solar projects. From dedicating funds to local organizations to mentoring local students on environmental impacts, we're committed to making a positive impact beyond renewable energy.





**EXBHIT B**



## Exhibit B

Valencia County Planning and Zoning Department  
Attn: Ms. Nancy Gonzalez  
PO Box 1119  
Los Lunas, NM 8731

RE: Subdivision Rio Del Oro Lot: Park Site, Block: 68 Unit: 53

Cibola Land Corporation is the owner of the above-described real property (Property), which is currently under contract for sale to Core Solar LLC (Core Solar).

Property's Representative Name, hereby authorizes Core Solar and its agents to make such filings and submittals to the Valencia County Planning and Zoning Board and such other departments and agencies as necessary to obtain the approvals from said board agencies and departments from the intended use of the Property, including any re-zoning, vacations, or subdividing of said property.

If you have any questions or concerns please contact (505) 980-0703.

Sincerely,

By H. Emmons Yates III  
Its VP  
Date 3/31/22

**VALENCIA COUNTY****COMMUNITY 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**

CONDITIONAL USE: (\$150.00) CU# \_\_\_\_\_ VARIANCE: (\$150.00) V# \_\_\_\_\_  
 TEMPORARY USE: (\$150.00) TU# \_\_\_\_\_ SIGN PERMIT (\$100.00) SP# \_\_\_\_\_  
 ZONE CHANGE/MASTER PLAN AMENDMENT/OVERLAY ZONE: (\$350.00) ZC# \_\_\_\_\_ FILM PERMIT: (\$150.00) TU# \_\_\_\_\_  
 SITE DESIGN REVIEW: (\$350.00 COMMERCIAL/ \$750.00 INDUSTRIAL) SDR# \_\_\_\_\_ WCF/CO-LOCATION: (\$200.00) WCF# \_\_\_\_\_

**ALL LAND USE APPLICATIONS MUST INCLUDE A NON-REFUNDABLE REVIEW FEE, SITE PLAN, PROPOSAL LETTER, PROPERTY RECORD CARD AND CURRENT ASSESSMENT MAP SHOWING THE PROPERTY AND GENERAL VICINITY**

<b>LEGAL DESCRIPTION</b>	<b>ZONING:</b> PD _____	<b>OTHER PERMITS ISSUED:</b> V _____ TU _____ CU _____
TOWNSHIP _____ RANGE _____ SECTION _____	FLOOD ZONE: X BFE: _____	PERMIT # _____
MAP _____ BOOK/CABINET _____ PAGE _____	ELEVATION CERTIFICATE# _____	LOMA _____ CLOMA _____ CLOM-F _____
TRACT/LOT High School BLOCK 66 UNIT 48	PRE CONSTRUCTION _____ FINAL _____	APP#: _____
SUBDIVISION/LANDS OF: Rio Del Oro		

<b>R - 124214</b>	<b>PROPERTY OWNER NAME</b> Cibola Land Corporation	<b>PHONE</b> 505-980-0703
<b>MAILING ADDRESS</b> PO Box 1668	<b>SPACE</b>	<b>CITY</b> Albuquerque
	<b>STATE</b> NM	<b>ZIP</b> 87103

<b>PROJECT LOCATION / SITE ADDRESS:</b> Valencia Solar 4, LLC	<b>NMED SEPTIC PERMIT #</b>
--	-----------------------------

<b>AGENT (IF APPLICABLE):</b> Dominic Salinas, Core Solar LLC, 1221 S MoPac Expy, 78746	<b>713.501.8515</b>
--	---------------------

<b>CURRENT USE OF PROPERTY:</b> Non-residential
<b>BRIEF DESCRIPTION OF REQUEST:</b> Solar Field - Solar Overlay Zone

<b>OFFICIAL USE ONLY</b>	
APPLICATION RECEIVED BY: <i>[Signature]</i>	DATE: 04/08/22
APPLICATION DEEMED COMPLETE: <i>[Signature]</i>	DATE: 05/18/22
APPLICATION APPROVED/DENIED:	DATE:
P&Z COMMISSION HEARING DATE:	

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.

Dominic Salinas  
 Printed Name

*Dominic Salinas*  
 Signature

4/8/2022  
 Date



April 8, 2022

Valencia County Planning and Zoning Department  
Attn: Ms. Nancy Gonzalez  
PO Box 1119  
Los Lunas, NM 8731

Re: Valencia Solar 4, LLC – Solar Field Overlay Zone Request and Site Development Plan Approval

Dear Ms. Gonzalez:

Core Solar, on behalf of Valencia Solar 4, LLC, is requesting approval of a Solar Field Overlay Zone and Site Development Plan approval for a parcel of land approximately 42 acres in size in Valencia County. Core Solar is a leading utility-scale solar development company based in Austin, Texas. Our highly experienced team is committed to developing quality solar projects that make good neighbors and meet the unique needs of the local area (**Exhibit A**).

The Valencia Solar 4 Project (Project or Site) is located in eastern Valencia County, east of the intersection of Manzano Expressway and Sherrod Boulevard. See **Figure 1, Project Vicinity Map**. When it becomes operational, Valencia Solar 4 Project will benefit Valencia County and local schools through increased property taxes.

1. **Proposed Use**

The proposed Valencia Solar 4 is a 5 megawatt (MW) solar electric generating station in Valencia County. The generation station is designed to meet PNM's future generation needs to increase the renewable generation portfolio and replace fossil fuel resources. See **Figure 2, Project Boundary Map**.

**Project Description**

The Project will be located on an undeveloped parcel of land currently zoned Planned Development District (PD). The project located on a 41.7-acre parcel is very well suited for solar development – the topography is flat, there are no sensitive environmental conditions or existing structures, and an adjacent point of interconnection. See **Figure 3, Structures Within 350 Feet**. The Project will consist of the following components: solar panels that range in height from six (6) to ten (10) feet as they track the sun throughout the day; inverters; racking system; and, associated wiring and balance of system. The Project's current design includes a racking system, which affixes solar panels to the ground using piles, has a relatively small footprint and does not require concrete. The Site Plan is shown in **Figure 4A, Project Site Plan (Tracker Mounted)**. Core Solar is investigating an alternative design which eliminates the need for piles, shown in **Figure 4B, Project Site Plan (Earth Mounted)**. This design may have its advantages (such as having a lower profile and even smaller footprint), however, before committing to this approach, we are working toward verifying commercial and performance claims.

A temporary staging area to accommodate the movement of equipment and construction parking and temporary construction trailers will be located on the Site. Disturbed areas will be reseeded with native grasses if necessary. Dust suppression at the site will include active



suppression via the use of water trucks during construction, soil compaction during construction, and treatment with an appropriate mix of soil stabilizers during solar facility operation. The property edges will be reseeded with native vegetation as necessary after construction is complete.

2. Reason why the request is being made

The request is for Site Development Plan approval and a Solar Field Overlay Zone, which is required for development and construction of the proposed Solar Project. The proposed Project is sited at an appropriate locale with proximity to electric facilities and good solar exposure which provides adequate infrastructure. An electric distribution line necessary to transmit the generated energy is located onsite. Property lines on adjoining and adjacent property, contour lines, and structures within 350 feet of the subject parcel are shown in **Figure 3, Structures within 350 Feet**. There are no building locations on adjacent properties within 350 feet of the subject parcel.

3. Request meets criteria

The request furthers the desire to promote sustainable development and renewable energy options. Additionally, Valencia Solar 4, LLC will comply with all current applicable County codes and regulations. The proposed site is not located on agricultural land, thereby protecting agricultural resources in the County.

Core Solar is committed to developing quality solar projects that make good neighbors and meet the unique needs of the local area. The Project will:

- Promote the use of underutilized land by locating on an undeveloped parcel of land;
- Further strengthen economic development through increased property taxes paid by Valencia Solar 4, LLC to Valencia County;
- Promote employment opportunities and improve local workforce skills and abilities within the County by providing construction and maintenance jobs;
- Disturbed areas will be re-seeded with native grasses;
- Offer to coordinate with the local high school to provide educational programming related to the project and solar energy; and,
- Help diversify energy production and the local economy by providing customers in Valencia County with clean, renewable energy.

4. Site details

- a. Total Acreage: 41.7 acres approximately  
 Legal Description: Subdivision Rio Del Oro Lot: High School, Block: 66 Unit: 48  
 Ownership: Valencia Solar 4, LLC to purchase  
 Development Area: 28 acres approximately  
 UPC: R124214

b. Access

Roads in the area include Manzano Expressway, which provides access to the site. An access driveway approximately 20 feet in width is proposed into the site, with a locked entrance swing-gate approximately 24 feet in width. For public safety and security purposes, the solar generating station will be enclosed by a chain link security fence 8 feet in height.



c. Utilities

i. Septic/Sewer

No septic/sewer is needed.

ii. Water Lines

No water lines are needed.

iii. Gas

No gas lines are needed.

d. Drainage

- i. The site will not be graded.

5. Potential impacts

- a. Noise – The project will not create any noise.

- b. Odors – No odors are created.

- c. Traffic – During construction, traffic will temporarily increase as vehicles hauling equipment and supplies and worker's vehicles access the site. The generating station is designed to be operated remotely; therefore, approximately one to two vehicles per day will access the generating station after construction is complete and the generating station becomes operational. During construction, Valencia Solar 4, LLC will coordinate with the County on times of access to avoid conflicting with the nearby school.

- d. Potential Health Effects – There are no health effects from the site.

- e. Quality of Life Impacts – The electric power generation industry is a major contributor to our quality of life in the United States. Reliable electric service is essential to modern living and improves everyone's quality of life. In addition, safe, reliable electric power is a cornerstone of community growth and economic development. It is important to the health, welfare, and safety of its citizens.

6. For proposed commercial uses

- a. Type of business – Solar electric generating station.

- b. Hours and days of operation – The generating station operates constantly when the sun is shining.

- c. Number of employees – The generating station will be operated remotely and visited regularly by Valencia Solar 4, LLC staff. Approximately 80-100 temporary jobs will be created during construction.

- d. Anticipated traffic/clientele – Existing daily traffic volume in the vicinity of the project site is minimal. A temporary increase in traffic will occur during construction. When the generating station is operational, it is anticipated that traffic will diminish and be similar



to the pre-construction levels. Approximately one to two vehicles per day will access the solar generating station.

7. Other facts relevant to the request

- a. Schedule of expected development – Because the Project is in early stages of the interconnect process with the utility, a construction schedule has not yet been finalized. Construction of the facility is expected to take approximately three months and is currently expected to begin in Q1 2024.
- b. Disturbed areas will be re-seeded with native grasses.
- c. Signage at the generating station may include a standard sign 4'X4' in size at the entry to the station and caution signs at various locations.
- d. No construction will occur during nighttime hours; however, a security guard will be on site at all times during the construction. Once construction is complete, utility personnel using pick-up trucks may periodically visit the facility. Visits will be intermittent for maintenance or repair. Parking within the fenced site will be for maintenance vehicles, as needed. These vehicles will be parked adjacent to the equipment where authorized personnel will be working. There is no paving within the project site.
- e. Owners Authorization can be found as **Exhibit B**.
- f. Beneficial Impacts to Valencia County:
  - i. Valencia Solar 4 Project will benefit Valencia County and local schools through increased property taxes.
  - ii. Project will commit to using cost-competitive local materials and contractors.

In summary, this project will contribute to PNM's renewable generation portfolio and offset fossil fuels. The proposed project will be used in-state for PNM customers. Please contact me at 713.501.8515 if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Dominic Salinas", written over a horizontal line.

Dominic Salinas  
Director of Development  
dominic@coresolar.energy  
713.501.8515



Application for Solar Overlay Zone  
Valencia Solar 4, LLC

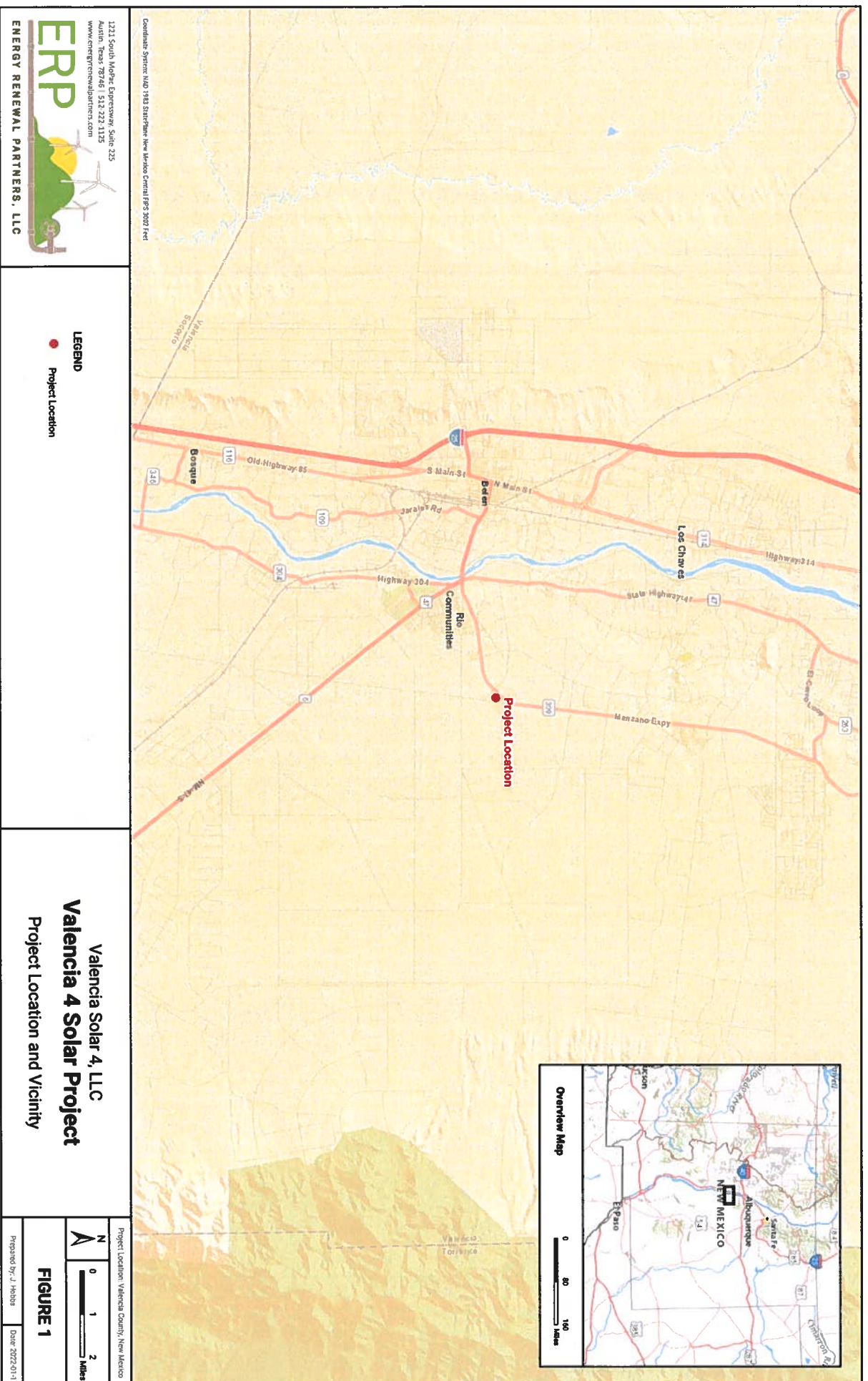
**List of Attachments**

Figure 1	Project Vicinity Map
Figure 2	Project Boundary Map
Figure 3	Structures Within 350 Feet Project
Figure 4A	Site Plan (tracker mounted)
Figure 4B	Project Site Plan (earth mounted)
Figure 5	Valencia Solar 1 – 4 Proximity Map
Exhibit A	Core Solar Flyer
Exhibit B	Owners Authorization





## FIGURES



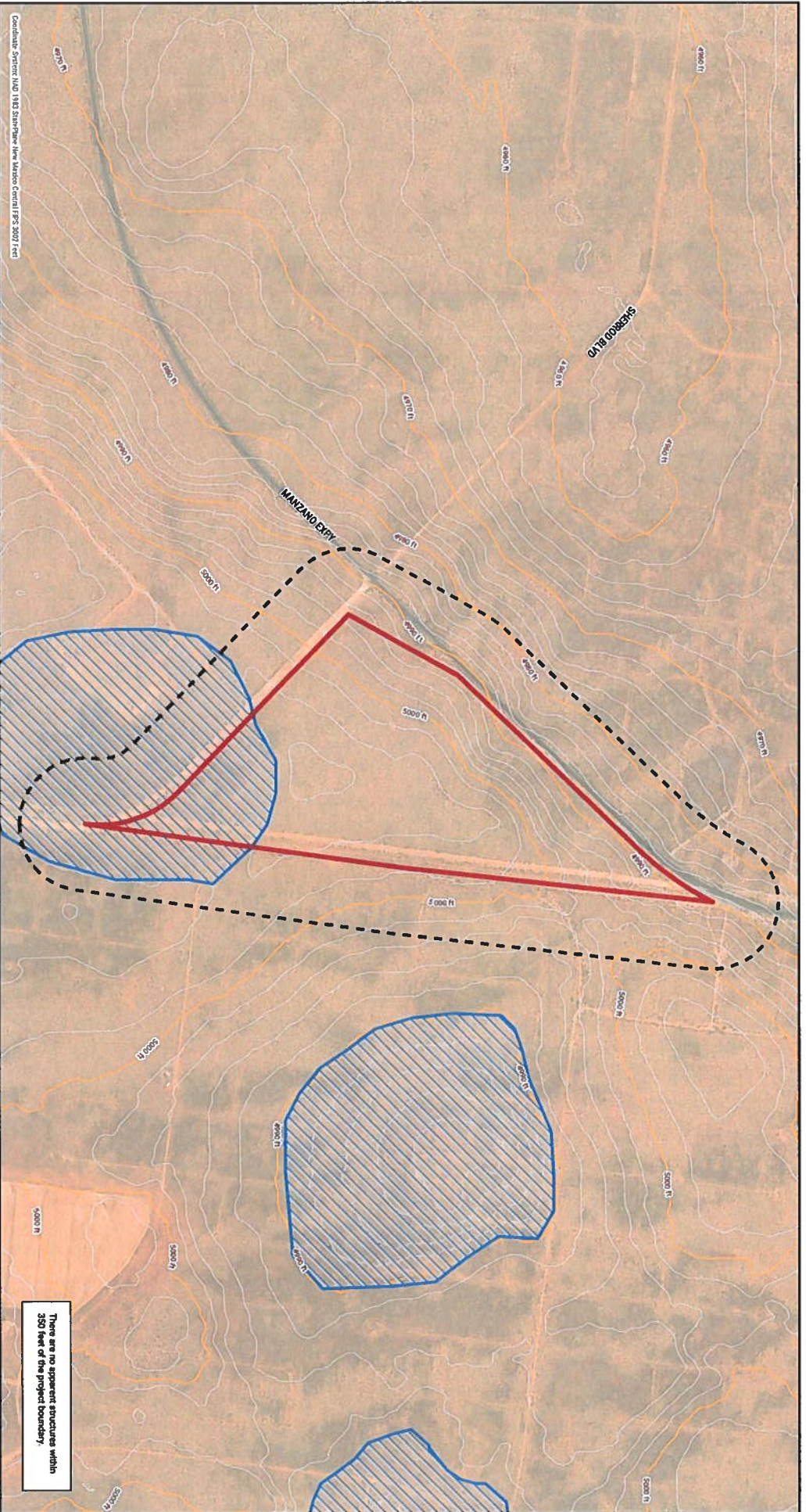




<p>12231 South Midpac Expressway, Suite 225 Austin, Texas 78746   512.222.1125 www.enrrenewalpartners.com</p> <p><b>ERP</b></p> <p>ENERGY RENEWAL PARTNERS, LLC</p>	<p><b>LEGEND</b></p> <p><span style="border: 2px solid red; display: inline-block; width: 15px; height: 10px; vertical-align: middle;"></span> Project Boundary</p>	<p><b>Valencia Solar 4, LLC</b></p> <p><b>Valencia 4 Solar Project</b></p> <p>Project Boundary</p>	<p>Project Location: Valencia County, New Mexico</p> <p><b>FIGURE 2</b></p> <p>Prepared by: J. Hobbs      Date: 2022-01-18</p>
---	---	--	--







There are no apparent structures within 350 feet of the project boundary.

1211 South Mopac Expressway, Suite 235  
Austin, Texas 78746 | 512.222.1125  
www.energyrenewalpartners.com

**ERP**  
ENERGY RENEWAL PARTNERS, LLC

- LEGEND**
- Project Boundary
  - Project Boundary Buffer (350 ft)
  - 100-year Floodplain
  - Ground Elevation Contour
  - Major (10' interval)
  - Minor (2' interval)

**Valencia Solar 4, LLC**  
**Valencia 4 Solar Project**  
Structures Within 350 Feet

Project Location: Valencia County, New Mexico

N

0 250 500 Feet

**FIGURE 3**

Prepared by: J. Hobbs      Date: 2022-01-19





**FIGURE 4A**





**FIGURE 4B**





**EMAIL** [CHARLES.PARENT@ENTRIS.COM](mailto:CHARLES.PARENT@ENTRIS.COM)

[illegible]

**VALENCIA SOLAR 4  
5 MWAC  
34.663553 ,-106.689012  
VALENCIA COUNTY, NEW MEXICO**

**ERTHOS**

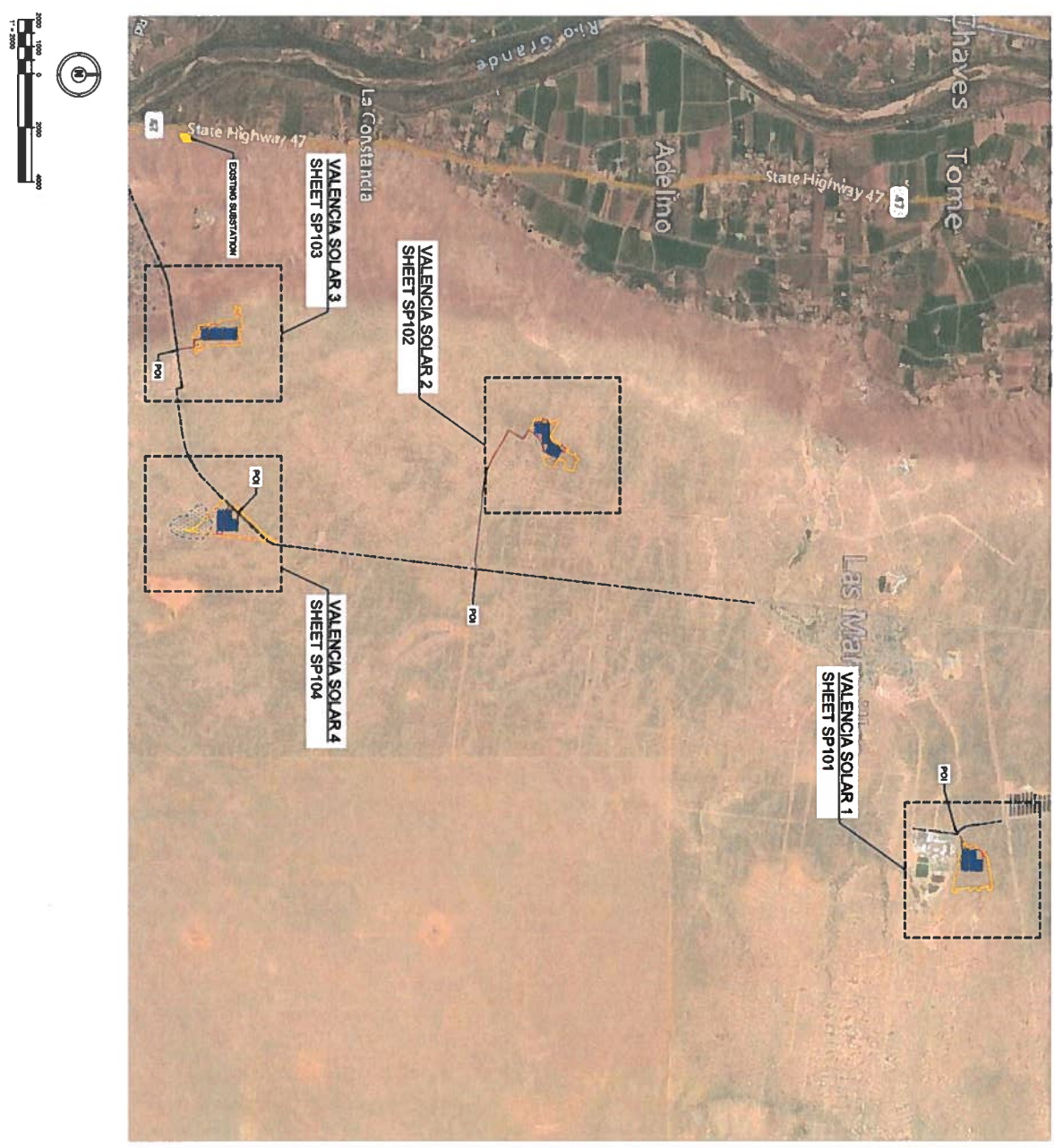
740 S. MILL AVE. BUILDING D, SUITE 210,  
TEMPE, AZ 85281

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**FIGURE 5**



GENERAL PROJECT DETAILS	
PROJECT NAME	VALENCIA SOLAR 1-4
STATE	NEW MEXICO
COUNTY	VALENCIA
LATITUDE	
LONGITUDE	
PV PLANT MWAC	7.568
PV PLANT MWAC	6
DC AC RATIO	1.9872
DC ARRAY VOLTAGE	1500
INTERCONNECT VOLTAGE (MVAC)	34.5
DESIGN CONDITIONS	
MAX WIND (MPH)	88
SNOW LOAD (PSF)	0
MIN TEMP (F)	-12
MAX TEMP (F)	35
LAND USE	
TOTAL ARABY (ACRES)	862 SHEETS
BEHIND THE FENCE (ACRES)	862 SHEETS
EQUIPMENT SIZING	
MODULE	ZH5PHE-400-Z20M-NH4-D0114
MODULE QTY	17880
MODULE DIM (LXWDXH)mm	2000X1000X30
MODULE DIM (LXWDXH)ft	6.5789X3.2808X0.0984
BN CLASS	460
INVERTER TYPE	CHINT 250 STRING
INVERTER QTY	20
MODULES PER STRING	25
STRINGS PER ARABY	34
SPAN QTY	2.5
ARABY MATRIX	25 X 34
TOTAL # OF ARABYS	20
CONTACT INFORMATION	
ERTHOS CONTACT	CHARLES PIMENTEL
PHONE	(761) 477-2188
EMAIL	CHARLES.PIMENTEL@ERTHOS.COM

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**LEGEND:**

- PROPOSED FENCE
- PROPERTY LINE
- PROPOSED BLOCK CHAIN
- BOUNDARY
- 20' BOUNDARY SETBACK
- 10' BOUNDARY SETBACK
- 10' COLLECTION LINE
- EXISTING OVERHEAD ELECTRICAL

NOT FOR  
CONSTRUCTION

**VALENCIA SOLAR 1-4  
5 MWAC EACH**

**VALENCIA COUNTY, NEW MEXICO**

PRELIMINARY SITE  
PLAN

**ERTHOS**

740 S. MILL AVE. BUILDING D, SUITE 210,  
TEMPE, AZ 85281

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CONSENT OF ERTHOS, INC.

REV	DATE	DESCRIPTION	BY	CK	AP
A	12/16/21	PRELIMINARY SITE PLAN	SV	PM	PA
B	02/02/22	PRELIMINARY SITE PLAN	SV	PM	PA
C	02/02/22	PRELIMINARY SITE PLAN	SV	PM	PA
D	02/02/22	PRELIMINARY SITE PLAN	SV	PM	PA
E	02/02/22	PRELIMINARY SITE PLAN	SV	PM	PA

DESIGNER: S. VALENCIA

DATE: 12/16/21

SCALE: 1" = 200'

DWG NO: SP-100

REV: E



**EXBHIT A**



# Partnering for a Renewable Future

Core Solar is a leading utility-scale solar development company based in Austin, Texas. Our highly experienced team is committed to developing quality solar projects that make good neighbors and meet the unique needs of the local area. Together we have developed over 4GW of solar throughout the US.

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We're dedicated to being proactive partners with landowners and the broader communities where we develop. Our diverse experience, rooted in consulting and environmental engineering, along with our disciplined development approach, has earned Core Solar the trust of landowners and communities across the country. The Core Solar team is comprised of experts in site evaluation, real estate procurement, community engagement, permitting, environmental analysis, engineering, tax agreements, and grid interconnection.



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### Preserving the integrity of the land and local wildlife

Wildlife studies are an essential part of the development process, where trained experts study proposed sites to ensure that development minimizes the impact on local habitats. Core Solar also coordinates with federal and state wildlife agencies to confirm best management practices and impact mitigation strategies.



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Core Solar encourages engagement by connecting with residents and community leaders through publicly held meetings and outreach events throughout the development process. Our team is always looking for ways to engage with the communities involved in our solar projects. From dedicating funds to local organizations to mentoring local students on environmental impacts, we're committed to making a positive impact beyond renewable energy.





**EXBHIT B**



## Exhibit B

Valencia County Planning and Zoning Department  
Attn: Ms. Nancy Gonzalez  
PO Box 1119  
Los Lunas, NM 8731

RE: Subdivision Rio Del Oro Lot: High School, Block: 66 Unit: 48

Cibola Land Corporation is the owner of the above-described real property (Property), which is currently under contract for sale to Core Solar LLC (Core Solar).

Property's Representative Name, hereby authorizes Core Solar and its agents to make such filings and submittals to the Valencia County Planning and Zoning Board and such other departments and agencies as necessary to obtain the approvals from said board agencies and departments from the intended use of the Property, including any re-zoning, vacations, or subdividing of said property.

If you have any questions or concerns please contact (505) 966-0703.

Sincerely,

By H. Emmons Yaker III  
Its VP  
Date 3/21/22



## VALENCIA COUNTY PLANNING & ZONING COMMISSION

### AGENDA

Tuesday June 28, 2022

3:00 pm

Valencia County Administration Building

Commission Chambers

444 Luna Ave, Los Lunas, NM 87031

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of the May 2022 Planning & Zoning Commission Minutes
- 5) Staff Reports
- 6) Swearing-In of Participants
- 7) Action Item(s)

**A. Solar Field Overlay Zone #2022-058 (District I, P&Z Commissioner Aguilar, BoCC Saiz)**

Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LANDS OF HUNING LIMITED PARTNERSHIP Tract: 3, 661.54 AC, PLAT M-491. Located North of the railroad crossing at Highway 6, Los Lunas, NM 87031, Zoned Outland District (OD), filed in the Office of the Valencia County Clerk, Plat M-491, 2022.

**B. Solar Field Overlay Zone #2022-059 (District III, P&Z Commissioner Moran, BoCC Hyder)**

Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF CECELIA DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001.

**C. Solar Field Overlay Zone #2022-060 (District III, P&Z Commissioner Moran, BoCC Hyder)**

Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF CECELIA DEBACA Tract: 4A1E 17.13 AC 2001 REV D-4-14 REV #4 2001-TR-13. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001.

**D. Solar Field Overlay Zone #2022-061 (District III, P&Z Commissioner Moran, BoCC Hyder)**

Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF ARROYO RANCH PARTNERSHIP Tract: A 1646.65 AC 1999 REV. Located East of Blue Lace Rd., Belen, NM 87002, Zoned Outland District (OD).



## **Planning & Zoning Commission Meeting June 28, 2022**

### **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: June 28, 2022

---

**Request Title:** Request for a Solar Field Overlay Zone on the property located at Subd: LANDS OF HUNING LIMITED PARTNERSHIP Tract: 3, 661.54 AC, PLAT M-491. Located North of the railroad crossing at Highway 6, Los Lunas, NM 87031, Zoned Outland District (OD), filed in the Office of the Valencia County Clerk, Plat M-491, 2022. (Select ROW) **Application: SFOZ #2022-058**

**Legal Description:**

**SFOZ #2022-058** Subd: LANDS OF HUNING LIMITED PARTNERSHIP Tract: 3, 661.54 AC, PLAT M-491. Located North of the railroad crossing at Highway 6, Los Lunas, NM 87031, Zoned Outland District (OD), filed in the Office of the Valencia County Clerk, Plat M-491, 2022.

**Request Description:** The property owners are requesting a Solar Field Overlay Zone.

**Background:** The property owner has requested to come before the board to request a Solar Field Overlay Zone. Departmental reviews were requested by Planning & Zoning, please refer to appendix seven in your packet for comments.

**Analysis:** This request is for a Solar Overlay Zone on a property zoned Outland District (OD). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a Solar Field Overlay Zone within Sections 154.154 of the Valencia County Zoning Code.



## Valencia County Planning and Zoning Commission

### Agenda Request Form

MEETING DATE: June 28, 2022

---

#### **§ 154.093 OUTLAND DISTRICT (OD).**

**(A) Purpose.**

(1) The purpose of this zone district is to accommodate large areas which are mostly vacant, unplatted or minimally platted and predominately undeveloped.

(2) Limited, low-density residential development and ranching activities are allowed; but any other use of land in this district is subject to site plan review and permit approval.

**(B) Permitted uses.** Any of the following permissive uses are allowed in this zone district:

(1) Residential uses permitted in the RR-1 District are permitted in the Outland District;

(2) Ranching activities related to the grazing of livestock;

(3) **HOME OCCUPATION**, as defined by this chapter, subject to the standards and limitations set forth in § [154.168](#).

(4) Public facilities; and

(5) Similar uses similar in character, scale and performance, or with similar noise, odor, traffic, air and water quality impacts on neighboring properties.

**(C) Conditional uses.** A zone change, or temporary use permit as appropriate, is required for all other uses not expressly permitted in division (B) above.

(1) Secondary dwelling, as outlined in § [154.105](#); and

(2) Home occupation where the business includes visits to the site from clients, customers, patients, patrons, or similar individuals. Such home occupations may allow for employment of up to two non-family members and may be approved for a period of time not to exceed two years, and are subject to the standards and limitations set forth in § [154.168](#).

**(D) Non-conforming uses.** Non-conforming uses found in the Outland District are subject to the non-conforming use provision of § [154.059](#) as well as any other applicable provisions of this chapter.

**(E) Minimum dwelling lot size.** The following standards apply to all land uses within this zone district: minimum lot sizes for dwellings shall be as provided by the RR-1 Zone District herein this chapter.

(Ord. 2004-05, passed 9-15-2004; Am. Ord. 2006-06, passed 6-16-2006; Am. Ord. 2017-03, passed 11-1-2017) Penalty, see § [154.999](#)

#### **§ 154.154 SOLAR FIELD OVERLAY ZONE (SFOZ).**

(A) Purpose. The purpose of the Solar Field Overlay Zone (SFOZ) is to provide flexibility while promoting sustainable development and renewable energy options. This zone is intended as a holding overlay zone to allow for future development of property to occur in an organized and sustainable pattern. SFOZs should:

- (1) Promote the use of underutilized land;
- (2) Further economic development;
- (3) Promote employment opportunities within the county; and
- (4) Help diversify energy production and diversify the local economy.

(B) Submittal requirements. Prior to submitting an application, the applicant shall meet with the County Zoning Administrator to discuss the development concept, the review and approval process and the submittal requirements. The applicant shall prepare a SFOZ site plan application to submit to the Zoning Administrator. The Zoning Administrator shall review the applications and if the submittal is found to be complete and in accordance with the county codes and guidelines the Zoning Administrator shall schedule the application for a citizen review process in accordance with § [154.077](#).

(1) The following information shall be included in the application:

- (a) Legal description of the real property and indication of gross area;
- (b) Nature of the applicant's interest in the land to be developed, and an authorization letter for applicant to act on behalf of property owner if applicant is not the owner;
- (c) Site conditions. An analysis of the existing site conditions which indicates at a minimum:
  1. Topographic contours with intervals of no more than 2 feet, to a distance to 100 feet beyond the property boundary;
  2. Location and extent of major vegetative cover (in any);
  3. Location and extent of perennial or intermittent streams and water ponding areas;
  4. Access including ingress and egress to adjacent properties and streets;
  5. Existing drainage patterns; and
  6. Other information considered relevant by the applicant or county staff.
- (d) A site plan in accordance with §§ [154.035](#)-[154.040](#);
- (e) Plans indicating the alignment and sizing of water lines, sanitary sewers, and storm sewer (if any), as well as easements for all utilities. Also indicated shall be the proposed surface drainage patterns;

(f) Preliminary architectural plans indicating the elevations and exterior finishes of proposed buildings (if any);

(g) Decommissioning plan.

1. Financial surety;

2. Applicants for solar electric projects shall provide a form of surety, either through escrow account, bond, or otherwise at the discretion of the county, to cover the cost of removal in the event the county must remove the installation and remediate the landscape, in an amount of 110% of the cost of removal or an amount and form determined to be reasonable by the county, but in no event to exceed more than 125% of the cost of removal and compliance with the additional requirements set forth herein, as determined by the project applicant and the county. Such surety will not be required for municipally, state-owned or publicly regulated facilities. The project applicant shall submit a fully inclusive estimate of the costs associated with removal, prepared by a qualified engineer. The amount shall include a mechanism for calculating increased removal costs due to inflation;

(h) A 3-dimensional model of the proposed solar field, and associated structures, is not required but encouraged as a means of indicating the character of the proposed SFOZ as well as depicting site development relationships.

(2) Public hearing and decision by Planning and Zoning Commission.

(a) Notice of public hearing. The Zoning Administrator shall prepare and publish a notice of public hearing in accordance with § [154.077](#).

(b) Review. In considering the application, the Planning and Zoning Commission shall consider the following: interrelationship with the plan elements to conditions both on and off the property, the impact to the existing and anticipated traffic and parking conditions, pedestrian and vehicular ingress and egress, building location and height, landscaping or re-vegetation as necessary, lighting, grading, signage, screening, setbacks and other related matters.

(c) The Planning and Zoning Commission shall consider oral or written statements from the applicant, the public, county staff or its own members. The Commission may question the applicant and approve, disapprove, or table the SFOZ and site plan. The application may not be continued for more than 2 regular meetings of the Planning and Zoning Commission without the consent of the applicant.

(d) If the Planning and Zoning Commission determines that the proposed SFOZ and site plan will not be detrimental to the health, safety or general welfare of the community nor will overload water/sewer capacities, burden public facilities or services and at the same time is in harmony with the purposes and intent of this subchapter, the Commission may recommend approval of the SFOZ and site plan along with the necessary conditions to fulfill the intent of this subchapter.

(e) The Planning and Zoning Commission shall forward its written recommendation to the County Commission.

(3) Public hearings and decision by the Board of County Commission.



(a) Notice of public hearing. The Zoning Administrator shall prepare and publish a notice of public hearing in accordance with § [154.077](#).

(b) Review. In its deliberations on the proposed SFOZ and site plan, the County Commission shall consider oral or written statements from the applicant, the Valencia County Planning and Zoning Board, the public, county staff or its own members. Following the public hearing, the County Commission may approve the SFOZ and site plan application, approve the applications with modifications or conditions, deny the applications or continue the hearing. The application may not be continued for more than 2 business meetings in succession without the consent of the applicant.

(C) Schedule of solar project.

(1) Upon submittal of the SFOZ, the applicant shall also submit a solar project schedule. The development of the solar field must begin within 24 months of approval by the county of the SFOZ. A request for an extension of the 24 month period within which to commence development may be administratively extended for a 1 year period upon receipt of an application for extension at least 60 days prior to the expiration of the 24 month period for the following reasons:

(a) FERC for tie into the electrical grid approval is not completed if required or prior approval was changed due to changes in Federal or state laws;

(b) Project is subject to a renewal portfolio standard plan, rate case at the NM PRC which has not been heard yet or which has been delayed or postponed or appealed;

(c) Final lender approval if money is being borrowed, via private lending, bonds or the like;

(d) State regulatory laws changed which affected the project, and amended applications or additional documentation is required before the project may begin; or

(e) A new regulatory body which was created at the Federal, state or local level requires additional documentation.

(2) The applicant may propose to develop the solar field in phases. Such phasing schedule will be submitted with the application to the county for review and approval by Board of County Commission.

Each phase will be administratively approved without the consent of the Commission.

(D) Amendments to SFOZ approval.

(1) Minor changes. Minor changes in the location and placement of buildings, structures, or photovoltaic (PV) arrays may be authorized by the Zoning Administrator and where unforeseen circumstances such as engineering requirements dictate such a change provided that such changes or amendments:

(a) Do not substantially alter the road design or layout;

(b) Do not substantially alter the original conditions for approval;

- (c) Involve no changes in permitted use of the property;
- (d) Do not change the general character or content of an approved plan in a material way;
- (e) Have no adverse effect on adjoining or surrounding property;
- (f) Do not result in any substantial change of major external access points;
- (g) Do not decrease the minimum specified yard setback; and
- (h) Have no adverse effects on traffic operations.

(2) Major changes. All changes except minor changes are major changes. Applications for major changes shall follow the procedures for approval of the SFOZ and site plan.

(E) Denial of SFOZ application. If an application for a Solar Field Overlay Zone is denied, no new application for a SFOZ by the same applicant on the same site or portion of the site may be filed prior to 90 days after the date of denial.

(F) General requirements and standards.

(1) Modification of restrictions of the underlying zoning district(s).

(a) A SFOZ may be used to modify the zoning restrictions of the underlying zoning district of a parcel, in accordance with the requirements of this section. The requirements of this section are in addition to the application requirements set forth in §§ [154.077](#) and [154.035](#) through [154.040](#).

(b) The SFOZ designation, if approved by the Board of County Commissioners, shall be considered a holding zone, wherein the underlying zoning of the site shall stay in effect until the removal and reversion of the SFOZ by the Commission. The reversion of the SFOZ shall be conducted in accordance with division (D) and can be submitted by the property owner(s), their representative, or the county.

(2) Ownership. The land proposed for the SFOZ may be owned by multiple owners if all parties with interests in such land execute the SFOZ site plan application. A SFOZ shall not be approved unless the applicant(s) has/have acquired actual ownership or executed a long term lease (10 years or more) for all the property composing the proposed SFOZ.

(3) SFOZ regulations.

(a) Exclusion. Land which is located within the boundary of the Middle Rio Grande Conservancy District defined as the "Greenbelt" is excluded from the SFOZ.

(b) SOLAR FACILITY. A plant where energy is generated by the sun.

(4) Front, rear and side yard building setback regulations. Solar field building setbacks from all property lines which form the perimeter of the boundaries of the SFOZ or from all interior and exterior dedicated street right-of-ways shall be a minimum of 35 feet. This set back may be adjusted by up to 10%.

(5) Operation and maintenance requirements for solar fields. The property shall be maintained by the owner(s) of the property and/or the operators of the solar field in such a way that the property shall be clear of debris, weeds, trash etc. The equipment shall remain in good repair and working order. Malfunctioning, equipment in disrepair or inoperable equipment shall be removed from the property immediately.

(G) Decommissioning. As express conditions of the land use permit, the applicant agrees to the following:

(1) If the applicant ceases operation of the energy project or begins, but does not complete, construction of the project, the applicant shall restore the site according to a plan approved by the SFOZ site plan application. A temporary shutdown of energy production for up to 1 year will not initiate this provision, provided that the temporary shut-down has resulted from the modification of the facility and/or waiting for upgrade requirements to the grid.

(2) At the time of issuance of application for the construction of the solar production facility, the owner shall provide financial security in the form and amount acceptable to Valencia County to secure the expenses of dismantling and removing said structures. Such surety will not be required for municipally, state-owned or publically regulated facilities. A solar energy production facility owner is required to notify Valencia County immediately upon cessation or abandonment of the operation. The owner shall have 12 months in which to dismantle and remove the large solar energy production facility from the property. A solar energy production facility owner may apply for a 90 day extension of the decommissioning time, provided such application is made at least 60 days before the end of the construction in decommission of the plant.

(3) Upon the commencement of the decommissioning process, any land that contains infrastructure that is essential and part of the electric grid, such as a switching station or transmission or transfer station shall remain and be zoned accordingly without any additional Board of County Commission approval. This parcel shall not exceed 10% of the solar project land mass. The remaining land use will revert to the prior zoning prior to the application.

(Ord. 2014-09, passed 12-17-2014)

**VALENCIA COUNTY****COMMUNITY 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**

CONDITIONAL USE: (\$150.00) CU#

VARIANCE: (\$150.00) V#

TEMPORARY USE: (\$150.00) TU#

SIGN PERMIT (\$100.00) SP#

ZONE CHANGE/MASTER PLAN AMENDMENT/OVERLAY ZONE: (\$350.00) ZC#

ILLM PERMIT: (\$150.00) CU#

SITE DESIGN REVIEW: (\$350.00 COMMERCIAL/ \$750.00 INDUSTRIAL) SDR#

WCF/CO-LOCATION: (\$200.00) WCF#

*paid*  
*ck# 1719*  
*2 \$350*  
*2022-058*

**ALL LAND USE APPLICATIONS MUST INCLUDE A NON-REFUNDABLE REVIEW FEE, SITE PLAN, PROPOSAL LETTER,  
 PROPERTY RECORD CARD AND CURRENT ASSESSMENT MAP SHOWING THE PROPERTY AND GENERAL VICINITY**

**LEGAL DESCRIPTION** See attached**ZONING:** Outland District

OTHER PERMITS ISSUED: V TU CU

TOWNSHIP RANGE SECTION

FLOOD ZONE: X BFE:

PERMIT #

MAP M BOOK/CABINET 491 PAGE

ELEVATION CERTIFICATE#

LOMA CLOMA CLOM-F

TRACT/LOT BLOCK UNIT

PRE CONSTRUCTION FINAL

APP#:

SUBDIVISION/LANDS OF:

R - 302739

**PROPERTY OWNER NAME**

Please see Attached

**PHONE****MAILING ADDRESS****SPACE****CITY****STATE****ZIP****PROJECT LOCATION / SITE ADDRESS:**

See legal description

NMED SEPTIC PERMIT #

**AGENT (IF APPLICABLE):**

Select ROW, Laurie Moya

(505) 259-0724

**CURRENT USE OF PROPERTY:** Vacant land**BRIEF DESCRIPTION OF REQUEST:**

Solar overlay zone for a solar generation facility. Huning Community Solar

**OFFICIAL USE ONLY**

APPLICATION RECEIVED BY:

DATE:

5-19-22

APPLICATION DEEMED COMPLETE:

DATE:

APPLICATION APPROVED/DENIED:

DATE:

P&amp;Z COMMISSION HEARING DATE:

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.

Laurie Moya, Agent

Printed Name

Signature

May 19, 2022

Date



**Property Profile** Valencia County

**Account:** R302739      **Tax Year:** 2022      **Account Type:**  
**Mill Levy:** 30.421000      **Version:** 05/03/2022      **Area ID:** LL02\_NR  
**Estimated Tax:** \$169,084.12      **Parcel:** 1004040123120      **Map Number:** B-4-15  
**\*This mill levy is from the most recent tax roll**      **Status:** Active

**Name and Address Information**

HUNING LIMITED PARTNERSHIP  
C/O  
PO BOX 178  
LOS LUNAS, NM 87031

**Property Location**

No Location Information Available

**Legal Description**

Subd: LANDS OF HUNING LIMITED PARTNERSHIP Tract: 3 661.54 ACRES PLAT M-491

**Assessment Information**

2022	Actual	Assessed	Sq Ft	Acres	Taxable
Land	16,538,500	5,512,833		661.540	
Improvements					
Exempt		0			
<b>Total</b>	16,538,500	5,512,833		661.540	5,512,833
2021	Actual	Assessed	Sq Ft	Acres	Taxable
Land	0	0			
Improvements					
Exempt					
<b>Total</b>	0	0			0

**User Remarks**

## Huning Community Solar Legal Description

### Legal Description

Parcel Number: 1004040123120

Legal Description: LANDS OF HUNING LIMITED PARTNERSHIP Tract: 3  
661.54 ACRES PLAT M-491

### Property Owner Name and Address:

Huning Limited Partnership

PO Box 178

Los Lunas, NM 87031



May 19, 2022

Valencia County Planning and Zoning Commission  
Commissioner Mark Aguilar, Chair, District 1  
Commissioner Sue Morgan, Vice Chair, District 3  
Commissioner Ralph Freeman, District 2  
Commissioner Phillip Sublett, District 4  
Commissioner Gabe Trujillo, District 5  
444 Luna Avenue  
Los Lunas, NM 87045

Subject: Huning Community Solar Center – Zone Change Request and Site Development Plan Approval

Dear Planning & Zoning Commission:

Affordable Solar Group, LLC, a local New Mexico solar developer is seeking approval for a community solar site requiring a solar overlay zone change to the existing Outland District (OD) for a 45-acre portion of a parcel of land approximately 661.54 acres in size in Valencia County. The 45-acre portion of the parent parcel will be used for the solar electric generation station and related facilities. Additionally, Huning Community Solar Center is seeking Site Development Plan approval for the project. Huning Community Solar will be situated on 45 acres in the legal description LANDS OF HUNING LIMITED PARTNERSHIP Tract: 3 661.54 ACRES PLAT M-491 of the parent parcel, consisting of 661.54 acres. When it becomes operational, the Huning Community Solar will benefit Valencia County without additional County outlay.

The Huning Community Solar Center is located northwest of Highway 6 at the northern boundary of Valencia County and Isleta Pueblo. The Huning Community Solar Center will be situated in 45 acres. A portion of the parcel will be used for the solar facility.

1. Proposed Use

The proposed Huning Community Solar Center is a 5 mega-watt solar electric generating station in Valencia County. The generating station is part of the Community Solar Act SB 84 was approved by the New Mexico State Legislature and signed by the Governor in 2021.

2. Reason(s) why the request is being made

The Project allows for Valencia County to have small scale community solar projects for its citizens. The Community Solar Act allows for solar developers to build small, local solar facilities for the community. This program allows all communities, households, businesses that don't have access to solar for a variety of reasons to have access to solar. In SB 84 Community Solar Act expresses the desire to provide solar generation opportunities and additionally states that 30% of the electricity must be reserved for low-income customers and low-income service organizations. Public Regulation Commission (PRC) drafted rules for the solar program which

were completed in April of 2022 which includes a cap on how large the program can be within each utility and other requirements for utilities, developers, and subscribers. More regulations and process are currently being developed. By subscribing to this program, the subscriber receives credit on their electric utility bill for the electric power produced from their portion of the solar site/center and therefore reduces their electric bill.

### 3. Request Meets Criteria

The Zone change request meets the following criteria listed in the Zoning Ordinance:

A. *The proposed change is consistent with the goals, policies and any other applicable provisions of the Comprehensive Plan*

Applicant response:

- The solar overlay zone change is consistent with the Valencia County Comprehensive Plan and will comply with all current County codes and regulations.
- The proposed site is not located on agricultural land thereby protecting agricultural resources in the County.
- Goal J states: “Steer urbanizing development to areas where adequate infrastructure, utilities and public services are available.” The proposed project is site at a good locale with proximity to electric facilities and good solar exposure which provides adequate infrastructure.

B. *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 availability of utilities and services likely to be needed by the anticipated uses in the proposed district.*

- Applicant response:

The site is in an Outland (OD). The use of the site for a solar generating station is low to no impact for additional development in the area.

C. *The proposed change enhances the County’s protection of public health, safety and welfare for Valencia County.*

- Applicant response:

Valencia County benefits from this project in the area because of the new property tax benefits without requiring any expenditure by the County. This project also allows citizens of Valencia to easily secure solar energy and reduce their electric bills.

### 4. Site Details

- a. Total acreage: 661.54acres
- b. Legal Description: LANDS OF HUNING LIMITED PARTNERSHIP Tract: 3 661.54 ACRES PLAT M-491  
Development Area: 45 acres
- c. Access  
Roads in the area include Highway 6. An access driveway 25 feet in width is proposed into the site with a locked entrance swing-gate approximately 25 feet in width. The surface of the access drive will be base course.



For public safety and security purposes, the solar generating station will be enclosed by a chain link security fence 8 feet in height with an additional 1 foot consisting of 3 strands of barbed wire on top and concertina wire at the foot.

- d. Utilities
  - i. Septic/sewer  
No septic/sewer is needed.
  - ii. Water lines  
No water lines are needed.
  - iii. Gas  
No gas lines are needed
- e. Drainage
  - i. Proposed Drainage Management Plan  
Applicant has submitted a Grading and a Drainage Plan to Valencia County.

#### 5. Potential Impacts

- a. Noise  
The project does not create any noise beyond the property lines.
- b. Odors  
No odors are created
- c. Traffic  
During construction, traffic will temporarily increase as vehicles hauling equipment and supplies and worker's vehicles access the site. The generating station is designed to be operated remotely; therefore, approximately one vehicle per week will access the generating station after construction is complete and the generating station becomes operational. Any other traffic would be for any emergencies at the site.
- d. Potential Health Effects  
There are no health effects from the site
- e. Quality of Life Impacts  
The electric power generation industry is a major contributor to our quality of life in the United States. Reliable electric service is essential to modern living and improves everyone's quality of life. In addition, safe, reliable electric power is a cornerstone of community growth and economic development. Solar energy is the latest generating station to the electric power mix. It is important to the health, welfare, and safety of its citizens.

#### 6. For Proposed Commercial Uses and Home Occupation Requests

- a. Type of business  
Solar electric generating station
- b. Hours and Days of Operation  
The generating station operates constantly when the sun is shining.
- c. Number of Employees  
One permanent job will be created for the solar sites and 20 plus temporary employees during construction.
- d. Anticipated Traffic/Cientele

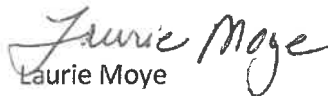
Existing daily traffic in the vicinity is minimal. A temporary increase in traffic will occur during construction. When the generating station is operational, it is anticipated that traffic will diminish and be like pre-construction levels. Approximately one vehicle per week will access the solar generation station.

7. Other Factors Relevant to the Request

- Schedule of expected development of the solar generating station is expected to begin in mid-2023 with construction lasting 9 to 12 months. An in service or operational date is in 2024. Schedule is dependent on the NM Public Regulation Commission (PRC) completely its proposed rules.
- Distributed area will be reseeded with native grasses
- Signage at the generating station will include a standard 4 feet x 4 feet in size at the entry to the station.
- The project will commit to using cost-competitive local materials.

In summary, this project is necessary to provide all Valencia County citizens with the opportunity to purchase solar power individually to reduce their electric consumption. This construction of this solar generating station and its solar power is being provided by a local New Mexico company. Please contact me at (505) 259-0724 if you have any questions or need additional information.

Sincerely



Laurie Moyer

Agent

Enclosures:

Application  
Huning Community Solar Center and Vicinity  
Adjacent Ownership Map  
Site Plan  
Solar Tracking System Diagram  
Site Development Plan (sheets: Site Plan, Grading Plan, Drainage Plan),  
Proof of ownership letter  
Agent's Letter  
Assessor's Property Record Card

# HUNING COMMUNITY SOLAR AREA MAP



OWNERSHIP PROPERTY LINES AND BUILDING LOCATIONS WITHIN  
350 FEET OF PARCEL



NAME	UPC	OWNER #	ACCOUNT #
------	-----	---------	-----------

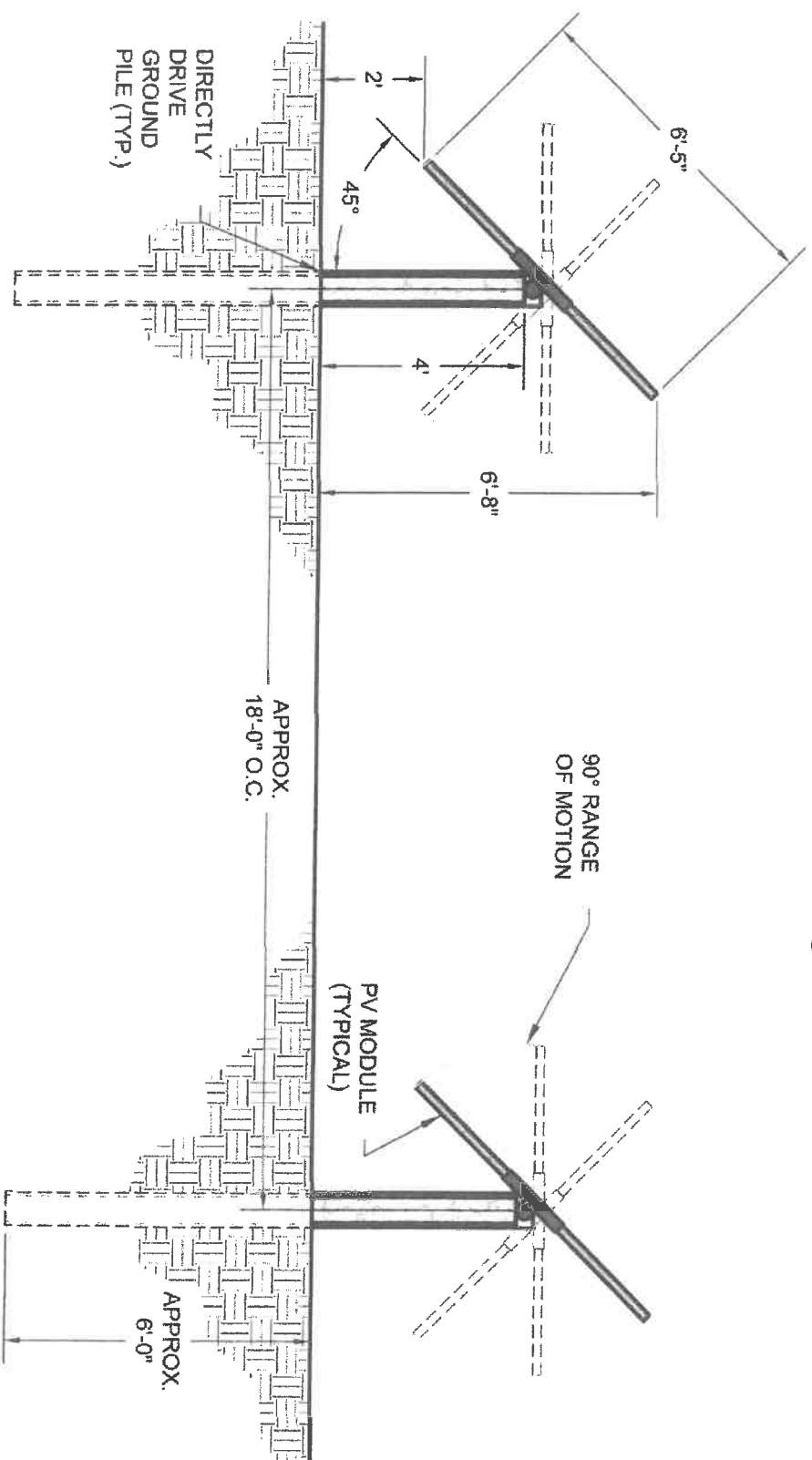
1. ISLETA INDIAN RESERVATION	1003041297429000000	332171	R169113
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Huning Ranch 1 CS Center



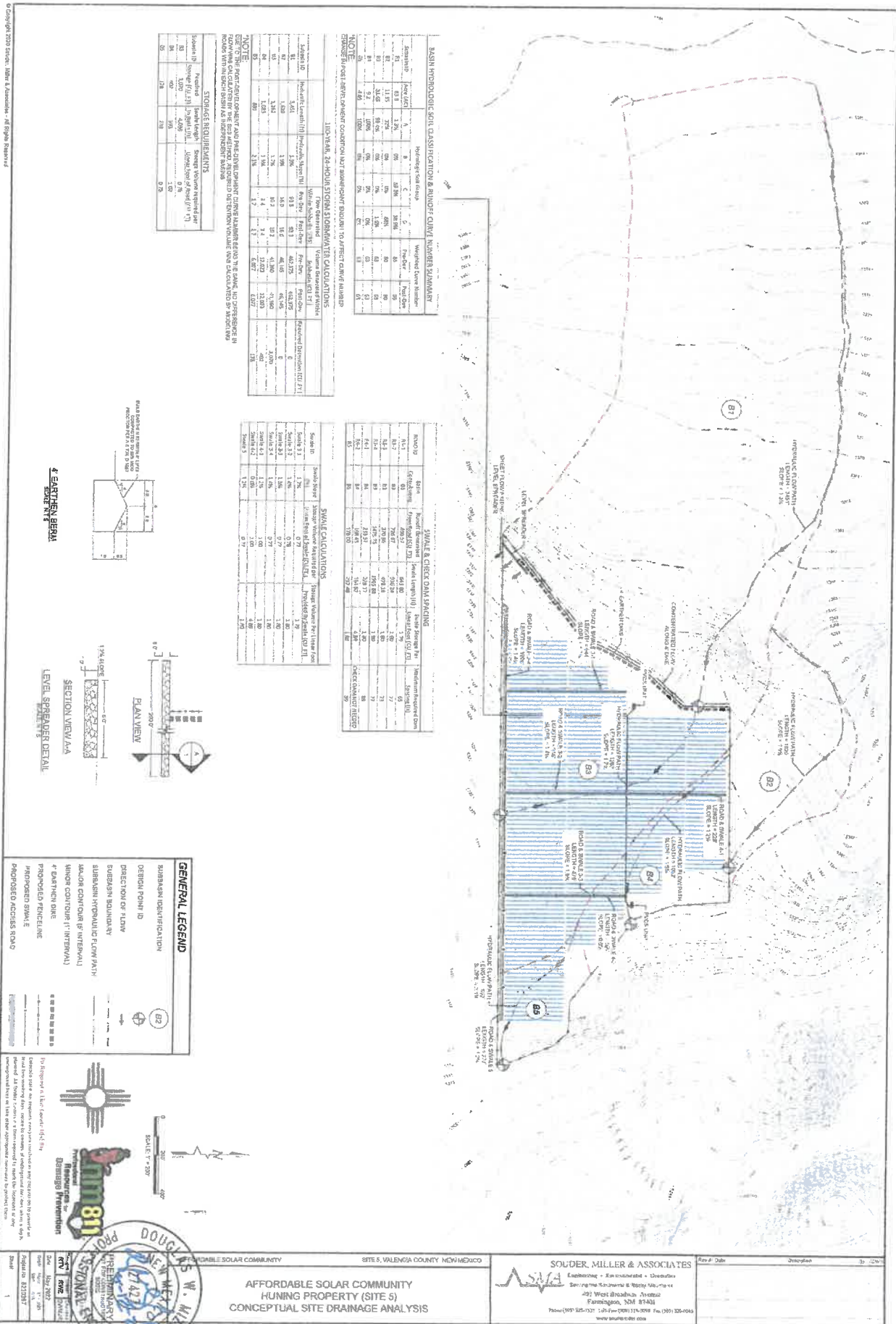


# Solar Trackers



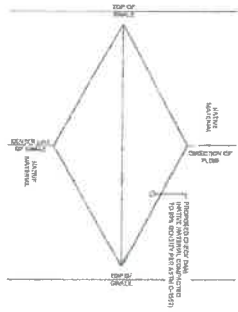
**SINGLE-AXIS TRACKER - SECTION DETAIL**

SCALE: NONE



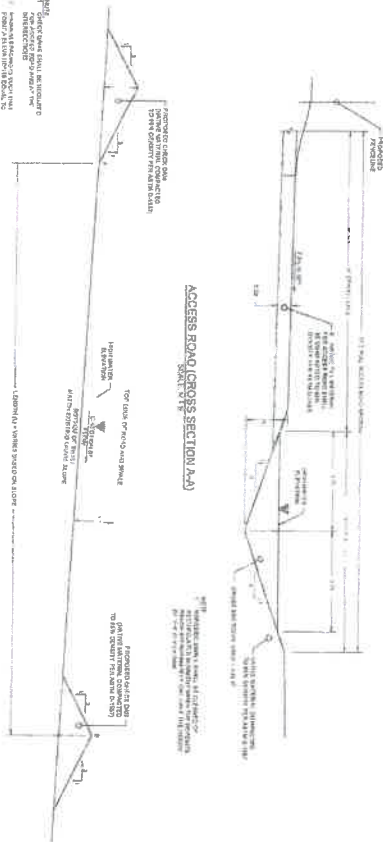


SMILE AND CHECK DAM PLAN VIEW  
SCALE: 1" = 10'



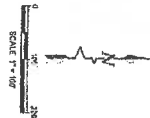
SMILE AND CHECK DAM PLAN VIEW  
SCALE: 1" = 10'

LONGITUDINAL SMILE DETAIL  
SCALE: 1" = 10'



GENERAL LEGEND

- ELEVATION 8.5' ABOVE EXISTING GRADE
- MAJOR CONTIGUOUS (INTERNAL)
- MAJOR CONTIGUOUS (EXTERNAL)
- PROPOSED FENCE LINE
- PROPOSED SMILE
- PROPOSED ACCESS ROAD
- EXISTING DIRT



1. To be completed by the Engineer. 811 is a service provided by the State of New Mexico. It is not a guarantee. The Engineer is responsible for the accuracy of the information provided. The Engineer is not responsible for the accuracy of the information provided by the State of New Mexico. The Engineer is not responsible for the accuracy of the information provided by the State of New Mexico.

DATE	10/22/2013
BY	W. W. WILF JR.
CHECKED	W. W. WILF JR.
APPROVED	W. W. WILF JR.
SCALE	1" = 10'
PROJECT	12427
DATE	10/22/2013
BY	W. W. WILF JR.
CHECKED	W. W. WILF JR.
APPROVED	W. W. WILF JR.
SCALE	1" = 10'
PROJECT	12427

AFFORDABLE SOLAR COMMUNITY  
HUNING PROPERTY (SITE 5)  
CONCEPTUAL SITE GRADING



**SOUDEY, MILLER & ASSOCIATES**  
Engineering • Land Development • Construction  
Serving the Southwest & Rocky Mountains  
401 West Broadway Avenue  
Farmington, NM 87401  
Phone (505) 725-5135 • Fax (505) 725-5136 • Email: info@soudermiller.com  
www.soudermiller.com

PROJECT: AFFORDABLE SOLAR COMMUNITY  
SITE 5, VALENCIA COUNTY, NEW MEXICO

DATE: 10/22/2013  
BY: W. W. WILF JR.  
CHECKED: W. W. WILF JR.  
APPROVED: W. W. WILF JR.



## **PURCHASE AND SALE AGREEMENT**

This PURCHASE AND SALE AGREEMENT ("Agreement") made this 20th day of May, 2021 is hereby entered into by and between:

### **1. PARTIES**

HUNING LLC , a New Mexico limited liability company, whose address is P.O. Box 178, Los Lunas, New Mexico 87031, successor by conversion to Huning Limited Liability Limited Partnership, also known as Huning LLLP, a New Mexico limited liability limited partnership, successor by conversion to Huning Limited Partnership, a New Mexico limited partnership ("**Seller**"), and AFFORDABLE SOLAR INSTALLATION, INC., a New Mexico corporation, whose address is at 4840 Pan American Frontage Rd N, Albuquerque, New Mexico 87109 ("**Buyer**").

Seller and Buyer may be collectively referred to as "**Parties**" and individually as a "**Party**."

### **2. EFFECTIVE DATE**

2.1. The effective date of this Agreement shall be defined as the latter of the last signature execution date below ("**Effective Date**").

### **3. AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY**

3.1. For and in consideration of the mutual promises contained herein, the Parties agree as follows:

- a. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller that certain real property described below and any and all associated easements, rights, titles, interests, privileges, improvements and appurtenances, together with any and all mineral and water rights appurtenant thereto owned by Seller (collectively, the "**Property**").
- b. This Agreement is contingent on the Parties fulfilling certain conditions precedent as hereinafter described.

### **4. DESCRIPTION OF THE PROPERTY**

4.1. *Survey or Drawing.* See Exhibit A for survey or general drawing of the Property containing approximately 45 acres, more or less. If the survey or general drawing of the Property is not complete or is inaccurate, this Agreement will not be invalid. A final survey will be completed to meet the requirements of the title company which will issue the title policy, which survey will be prepared at Buyer's expense.

- 4.2. *Legal Description.* See Exhibit B for a general legal description of the Property. If the legal description of the Property is not complete or is inaccurate, this Agreement will not be invalid and the legal description will be completed or corrected to meet the requirements of the title company that will issue the title policy.

## 5. PURCHASE PRICE

- 5.1. The purchase price for the Property, which the Buyer agrees to pay to the Seller and which the Seller agrees to accept, shall be \_\_\_\_\_ per acre of the Property, with the acreage to be determined by final survey as described above, plus \_\_\_\_\_ per acre for the permanent easements granted pursuant to Section 17 of this Agreement, with acreage to be determined by final survey pursuant to Section 17.4 ("**Purchase Price**").

## 6. EARNEST MONEY

- 6.1. Within ten (10) days of the Effective Date of this Agreement the Buyer shall deposit \_\_\_\_\_ ("**Earnest Money**", which shall include any Additional Earnest Money deposited pursuant to Section 16 of this Agreement) with the title company specified in Section 8.1 to be held in escrow. Any Earnest Money shall be applied towards the final Purchase Price and as otherwise distributed to Seller according to the terms and conditions stated in this Agreement. Notwithstanding anything to the contrary herein, any Earnest Money deposited with the Title Company shall be refundable to Buyer for the first \_\_\_\_\_ days following the Effective Date.

## 7. NON-REFUNDABLE FEE TO SELLER

- 7.1. Upon mutual acceptance of this Agreement, the Buyer shall pay to the Seller a non-refundable fee of \$ \_\_\_\_\_. The non-refundable fee is in consideration for the execution of this Agreement and is in addition to and independent of any other consideration or payment provided for in this Agreement, is non-refundable, and will be retained by Seller despite any other term or condition of this Agreement.

## 8. TITLE COMPANY

- 8.1. The title company that will handle the closing (as hereinafter defined) of this transaction will be:

Debbie Hennig  
Senior Vice President/Escrow Officer  
Stewart Title of Albuquerque  
7801 Academy Blvd. NE, Suite 101, Albuquerque, NM 87109  
Direct Line – 505.346.5433  
Fax – 505.821.7403  
Email: debbie.hennig@stewart.com  
("Title Company").

## 9. THE CLOSING

- 9.1. "Closing" is defined as the date on which Seller is required to execute the final deed transferring title to the Buyer and Buyer makes available to Seller the balance of the Purchase Price (minus Earnest Money). Closing shall be held at the offices of Title Company as soon as practicable, but in no event later than seven (7) calendar days after Buyer notifies Seller that Buyer is prepared to Close.

## 10. TITLE TO PROPERTY

- 10.1. The Seller will agree to transfer title to the Property except the mineral rights to Buyer at closing by special warranty deed subject only to (i) any restrictions, reservations, and easements of record that are acceptable to and approved in writing by Buyer and (ii) ad valorem real estate taxes for the year in which the sale closes which are not yet due and payable (the "Special **Warranty Deed**"). Any mineral and water rights will be conveyed by quitclaim deed.

## 11. TITLE POLICY

- 11.1. *Ordering Title Policy.* Within \_\_\_\_\_ calendar days from the Effective Date of this Agreement, Buyer will order and pay for a preliminary title insurance binder from Title Company evidencing that at closing Seller will be able to deliver an owner's title insurance policy insuring Buyer, as owner of the Property, for the full amount of the final Purchase Price, and showing that good and marketable fee simple title to the Property is vested in Seller, free of all liens, encumbrances, tenancies and restrictions with no exceptions other than a standard printed exception on the form of the title insurance policy relating to taxes for current and future years and those exceptions otherwise agreed to in writing by Buyer (the "**Title Insurance Policy**").
- 11.2. *Exceptions to Title Insurance Policy.* If there are any exceptions other than those referred to above, Buyer will have \_\_\_\_\_ calendar days from the receipt of the preliminary title insurance binder to so notify Seller. Seller will then have \_\_\_\_\_ calendar days from such

notice in which to cure such exceptions. If Seller is unable or unwilling to cure during such time, then within \_\_\_\_\_ additional calendar days thereafter Buyer shall elect one of the following by written notice to Seller: (i) Buyer may proceed with closing without regard to such exceptions, or (ii) Buyer may in its sole and absolute discretion allow Seller additional time to cure, or (iii) Buyer may unilaterally terminate this Agreement, in which event, the Earnest Money shall be returned to Buyer. If Buyer does not provide notification of title exceptions within \_\_\_\_\_ days after receipt of the binder, or if Seller cures Buyer's exceptions within the time provided, or if Buyer waives any exceptions and does not terminate within the time provided, then the Title Company shall release the Earnest Money to Seller (***subject to the last sentence of Section 6.1 of this Agreement***), which shall thereupon become non-refundable, unless Seller breaches its obligations hereunder.

## **12. OBLIGATIONS AT CLOSING**

12.1. *Seller Obligations at Closing.* At Closing, Seller shall deliver to Buyer:

- a. A final title insurance binder updated as of the date of Closing showing that the Property is free and clear of all encumbrances, mortgages, judgments, liens, tenancies, and restrictions other than such as may have been agreed to in writing by Buyer; and
- b. The Special Warranty Deed;
- c. The Title Insurance Policy, at Seller's expense;

12.2. *Buyer's Obligations at Closing.* At Closing, Buyer shall:

- a. Pay to Seller the balance of the Purchase Price (minus Earnest Money).

## **13. CONDITIONS PRECEDENT TO CLOSING**

13.1. *Due Diligence – General.* Buyer will, at its own expense, and as soon as reasonably practical after the signing of this Agreement conduct any and all due diligence it deems prudent or necessary to conduct in its sole and absolute discretion and may conduct any or all of the following activities: inspections, appraisals, studies, surveys, and testing, including but not limited to site inspections, title inspections, property appraisals, environmental studies, archeological studies, biological studies, soil studies, solar studies and geotechnical testing (collectively, "**Due Diligence**"). The Parties understand and agree that any Due Diligence conducted by Buyer or its Agents will be



completed to the satisfaction of Buyer and that the results of any such Due Diligence must be acceptable to Buyer in its sole and absolute discretion. Buyer's access to the Property for Due Diligence is subject to the terms of Section 18 of this Agreement.

- 13.2. *Acquisition of Government Approvals – General.* Buyer will, at its own expense, and as soon as reasonably practical after the signing of this Agreement, attempt to secure any and all necessary regulatory, local, city, county, state, and federal governmental approvals, for Buyer's intended use of the property for a solar generation facility, including but not limited to New Mexico Public Regulation Commission ("NMPRC") approvals, any applications or registrations for any permits, licenses, vacations, variances, ordinances, amendments, rezoning, re-plats, and orders (collectively, "**Government Approvals**"). The Parties understand and agree that any Government Approvals that may be required must be obtained to the satisfaction of Buyer in its sole and absolute discretion.

#### **14. TERMINATION AND ADEQUACY OF EARNEST MONEY**

- 14.1. In the event (i) Due Diligence discovers any defect in the Property or otherwise renders the Property unsuitable for Buyer's intended use as determined in Buyer's sole and absolute discretion, or (ii) Government Approvals are unobtainable as determined in Buyer's sole and absolute discretion, Buyer reserves the right to unilaterally terminate this Agreement upon notice to Seller, in which event, any Earnest Money released and paid to Seller to date shall be kept by Seller subject to the terms and conditions of this Agreement. Seller acknowledges that such Earnest Money is full and adequate consideration for this Agreement and that receipt of any Earnest Money is Seller's sole remedy for any such termination by Buyer. In the event of unilateral termination of this Agreement by Buyer as described above, the Title Company shall provide Buyer with any Earnest Money that has not been previously released to Seller.

#### **15. RELEASE OF EARNEST MONEY TO SELLER**

- 15.1. *Release of Earnest Money – General.* Buyer shall authorize Title Company to release Earnest Money to Seller as set forth in Section 11.2.

#### **16. EXPIRATION OF TERM AND EXTENSION OF AGREEMENT; ADDITIONAL EARNEST MONEY**

- 16.1. *Expiration of Term.* The Parties understand and agree (i) that Buyer shall have \_\_\_\_\_ from the Effective Date to conclude its

Due Diligence and obtain all necessary Government Approvals ("Due Diligence Expiration Date"). Buyer shall have right to extend the Due Diligence Expiration Date by each time. To exercise such right, Buyer shall provide notice to Seller at any time prior to 5:00 p.m. Mountain Time on the current Due Diligence Expiration Date of its election to extend the Due Diligence Period for an additional year, and shall pay to Seller the sum of as consideration for the extension of the Due Diligence Period (the "Due Diligence Extension Consideration") for the additional year at or before the time of such notice of extension of the Due Diligence Period. If delivered, the Due Diligence Extension Consideration shall be credited against the Purchase Price at Closing, but shall otherwise be fully earned by Seller and non-refundable to Buyer upon delivery. This Agreement shall expire of its own accord if the Closing does not occur on or before the Due Diligence Expiration Date, as the same may be extended hereunder, unless otherwise agreed to in writing by the Parties.

#### **17. EASEMENTS ON ADJOINING LANDS OF SELLER**

17.1. *Easements on Adjoining Lands.* Seller agrees to grant easements on adjoining lands owned by Seller for any electric lines and any access roads (as defined below) as may be required by Buyer and directly resulting from Buyer's intended use of the Property. Seller shall have the right to approve the final location of said easements, which approval will not be unreasonably withheld or conditioned or unduly delayed. Consideration for any such easements is included in the Purchase Price as set forth in Section 5 of this Agreement. Access easements may be relocated at no cost to Buyer in Seller's reasonable discretion if future development in the area requires it. Easements may be granted within existing easements, if allowable. No Purchase Price shall be required for easements to the extent they are located within existing easements.

17.2. *Easement Requirements – General.*

- a. The easement documents shall be in form and content acceptable to Buyer.
- b. The easements shall grant Buyer 24 hour, seven days per week, access to and from the Property, to and from any electric lines, and to and from any access roads. All easements shall be subject to the same conditions set forth in Section 18.3 with respect to any fences and gates maintained by Seller which are located within the easement area.

- 17.3. *Easements for Electric Lines.* Easements for electric lines shall be no greater than 50-feet in width and shall extend to the nearest existing electric transmission or distribution line suitable for connection.
- 17.4. *Easements for Access Roads.* Permanent access easements shall be no greater than 20 feet in width and shall extend to the nearest arterial road or street, if possible. Temporary construction access easement shall be no greater than 50 feet in width. Temporary construction access easements and permanent access easements may be located partially or entirely within the powerline easements described in Section 17.3. Upon completion of construction, Buyer will restore the temporary construction access easement to the physical condition it was in immediately prior to construction, including reseeded with native grass blend.
- 17.5. *Survey for Easements.* Easements for any electric lines and access roads across adjoining lands of Seller shall be surveyed by Buyer.

## **18. RIGHT OF ENTRY**

- 18.1. *Right of Entry.* While this Agreement is in effect, Seller hereby grants and agrees to allow Buyer and its authorized agents, employees, contractors, subcontractors, successors, and assigns (collectively, "**Agents**") the right to entry onto the Property as reasonably required and at such reasonable times to conduct Due Diligence (the "**Right of Entry**").
- 18.2. *No Liens.* Buyer shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors', or subcontractors' liens with regard to Buyer's Due Diligence activities on the Property pursuant to the Right of Entry.
- 18.3. Buyer acknowledges that a fence exists across a portion of the Property, which fence has been erected and maintained by Seller to ensure that Seller's livestock present on the fenced property remain fenced in, and that gates are maintained by Seller in such fence line. Buyer shall ensure that such fence is not damaged by Buyer or its agents. Buyer may open the gates for access for purposes permitted pursuant to this Section 18 but shall ensure that such gates are closed and locked immediately after ingress or egress by Buyer or any agent, consultant, or other party acting on Buyer's behalf or at Buyer's direction.
- 18.4. *Indemnification.* Buyer agrees to defend, indemnify and hold harmless Seller from any claims or damages caused by or arising from Buyer's Due Diligence activities on the Property pursuant to the Right

of Entry unless said claims or damages result from Seller's negligence or willful misconduct.

18.5. *Restoration of Property.* In the event Buyer does not close on the purchase of the Property after conducting and completing its Due Diligence, except in the event of an uncured default by Seller, Buyer will restore the Property and the easements to the physical condition they were in immediately prior to any Due Diligence activities conducted by Buyer or its Agents pursuant to the Right of Entry, including reseeded with native grass blend.

18.6. *Term of Right of Entry.* The duration of the Right of Entry shall last until all Due Diligence work is completed to the satisfaction of Buyer. However, in any event, the term shall not last longer than one (1) year from the Effective Date of this Agreement (as hereinafter defined), unless (i) otherwise agreed to in writing by the Parties, or (ii) this Agreement is extended as set forth in Section 16 of this Agreement.

## **19. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

19.1. *Seller Representation and Warranties.* Seller represents and warrants that as of date of execution of this Agreement and that at closing that:

- a. Seller has the legal right, power and authority to execute this Agreement and to sell the Property to Buyer.
- b. Seller has and will transfer to Buyer good and marketable fee simple record title to the Property, free from of all liens, encumbrances, tenancies and restrictions with no exceptions other than a standard printed exception on the form of the title insurance policy relating to taxes for current and future years and those exceptions otherwise agreed to in writing by Buyer.
- c. To Seller's knowledge, there are no mortgages, provisional registrations, improvements, servitudes, liens, leases, unpaid taxes or any other charges or encumbrances on the Property. There are no defects which may prevent Buyer from acquiring title to the Property.
- d. To Seller's knowledge, there are no civil or administrative or other legal actions and disputes against or involving the Property, including but not limited to any contemplated or pending condemnations or confiscations of any part of the Property.
- e. To Seller's knowledge, Seller has not left, buried or disposed of any pollutant, contaminant, industrial waste, or hazardous material on or in the Property, or caused any pollutant, contaminant, industrial waste, or



hazardous material to be left, buried, or disposed of on or in the Property. Seller does not have any knowledge of the existence of such waste or material on the Property.

- f. To Seller's knowledge, there are no legal restrictions, which would prevent, hinder, or delay Buyer from obtaining the Government Approvals necessary for using the Property for a solar generation facility.
- g. To Seller's knowledge, except for the restrictions caused by presently known and identified zoning classifications identified in local, city, and county zoning ordinances, there are no other environmental, zoning or land restrictions which may prevent Buyer from using the Property for a solar generation facility.
- h. The physical description and condition of the Property shall satisfy each of the terms, conditions, descriptions, and representations provided herein. The delivery of possession of the Property shall further satisfy the terms and conditions set forth herein.
- i. The Property is vacant and not subject to any leases or month-to-month tenancies.
- j. Seller is not a Foreign Person, Foreign Company, Corporation or Partnership, or a non-resident Alien subject to the Foreign Investment in Real Property Tax Act of 7980 ("FIRPTA") income tax withholding.

19.2. *Seller Covenants.* In addition to Seller's other covenants and obligations contained in this Agreement, Seller agrees as follows:

- a. *Deliveries by Seller.* Seller shall deliver or otherwise make available to Buyer within fifteen (15) calendar days of the Effective Date of this Agreement a copy of all deeds, easement documents, plats, surveys, drawings, photographs, title reports, contracts, zoning information, and environmental reports or assessments that Seller has in its possession pertaining to the Property.
- b. *Prohibition of Disposition of the Property.* After the Parties execute this Agreement, the Seller shall not, without the prior written consent of Buyer, subdivide any portion of the Property, or do anything that may hinder the full exercise of ownership rights, such as transferring, leasing, or mortgaging the Property to a third party. Seller shall not encumber the Property in any manner and shall maintain the full value of the Property. Nothing herein shall be construed to prohibit Seller from continuing its use of the Property prior to Closing consistent with current use .

- c. *Letter of Agency.* Seller hereby agrees to execute a letter of agency in form and content acceptable to Buyer to allow Buyer to pursue, on behalf of Seller, any and all necessary Government Approvals pertaining to Buyer's intended use of the Property as a solar generation facility (See Exhibit C). Buyer shall provide copies to Seller of any submittals for Governmental Approvals.
- d. *FIRPTA Affidavit.* Seller hereby agrees to execute a FIRPTA affidavit.
- e. *Affidavit for Title Company.* Seller hereby agrees to allow the Title Company to remove delete-able standard printed exceptions.
- f. *Notice of Actions.* Seller covenants that it shall provide Buyer with notice of any threat, institution or pendency of any action, suit or proceeding against or affecting any part of the Property or relating to or arising out of the ownership of any part of the Property as of the Effective Date of this Agreement and through to closing.
- g. *Seller Cooperation.* Seller agrees to cooperate at no expense to Seller with Buyer's efforts to secure any and all Government Approvals for Buyer's intended use of the Property as a solar generation facility and shall execute any and all necessary documents as required in furtherance thereof.
- h. *Seller Disclosure.* Seller will be responsible for disclosing to Buyer all applicable property-specific fees, assessments, taxes, contracts, lease agreements, private memberships and/or association fees or dues, contract service agreements (e.g. road maintenance, etc.), and any encumbrance, restriction, defect in title, or environmental condition of the Property that Seller has knowledge of, that may or may not be of record, which would interfere with Buyer's intended use of the Property.
- i. *Confidentiality.* Seller and Seller's agent(s) agree to keep Buyer's name and the terms of this Agreement and any other agreement pertaining to the purchase and sale of the Property between Buyer and Seller confidential and not to disclose or divulge such information to any third party without Buyer's prior written consent unless (i) such information is or becomes public knowledge as a result of Buyer's actions or (ii) as required by law.

19.3. *Buyer's Representations and Warranties.* Buyer represents, warrants and covenants to Seller as of the Effective Date, and upon Closing shall be deemed to represent, warrant and covenant, as follows (in all events, Buyer's representations and warranties are based on Buyer's actual knowledge with no duty to investigate):

- a. Buyer is a New Mexico corporation duly formed, validly existing and in good standing. The person signing this Agreement and any documents and instructions in connection herewith on behalf of Buyer has full power and authority to do so.
- b. This Agreement has been duly authorized and executed by Buyer, and upon delivery to or execution by Seller shall be a valid and binding agreement of Buyer.
- c. The execution, delivery and performance by Buyer of this Agreement does not, and shall not, result in any violation of, or conflict with, or constitute a default under, any provisions of any existing agreement to which Buyer is a party.
- d. There are no attachments, levies, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Buyer or filed by Buyer, or to Buyer's knowledge, pending in any current judicial or administrative proceeding against Buyer.

## **20. ENVIRONMENTAL PROVISION**

- 20.1. *Environmental Provision – General.* Seller represents and warrants to the best of Seller's knowledge that the Property is free of hazardous substances as of the Effective Date of this Agreement, and to the best of Seller's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. The Parties agree that each will be responsible for compliance with any and all environmental laws, including any rules, regulations, guidelines, standards, or policies (collectively, "**Environmental Laws**") of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property during the term of this Agreement.
- 20.2. *Environmental Indemnity.* The Parties agree to hold harmless and defend the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any Environmental Laws, or (ii) any environmental conditions that arise out of or are in any way related to the condition of the Property and activities conducted by

the party thereon, unless the environmental conditions are caused by the other party. The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section will survive the expiration of this Agreement.

## **21. FURTHER DOCUMENTATION**

21.1. The Parties shall, in good faith and in a timely manner, execute such additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement and to further the development of Buyer's intended use of the Property.

## **22. SOLAR RIGHTS**

22.1. The Parties understand and acknowledge that Buyer shall be making application for solar rights pursuant to 47-3-1 through 47-3-5 NMSA (2007) once the Seller has sold the Property to Buyer.

## **23. COSTS, FEES, PRORATIONS & APPORTIONMENT**

23.1. *Costs – General.* Unless otherwise specified in this Agreement, each Party shall be responsible for their own costs associated with this transaction.

23.2. *Ad Valorem Taxes.* All ad valorem taxes shall be prorated through closing.

23.3. *Special Assessments.* All special assessments will be paid by Seller.

23.4. *Broker or Agent Costs.* If any Party has employed the services of a real estate broker or agent in connection with the Property, the Party retaining or employing such broker or agent shall pay any and all such broker or agent fees or expenses outside closing. Seller shall indemnify and hold Buyer harmless from and against any and all claims for broker's or agent's commissions made by any other party claiming through Seller. Buyer confirms that Buyer has employed the services of John Tekin and will be responsible for any fee due to Mr. Tekin.

23.5. *Buyer Costs.* Buyer will be responsible for paying for all costs associated with any Due Diligence initiated by Buyer. However, Buyer shall not be obligated to pay for any costs associated to cure any environmental, land, or title defects that may be uncovered by Buyer's



Due Diligence unless otherwise specifically agreed to in writing by the Parties. Buyer shall pay the cost for deleting any exceptions to the standard ALTA Title Insurance Policy and for any endorsements thereto.

- 23.6. *Seller Costs.* Seller will satisfy in full any and all encumbrances, mortgages, judgments or liens on the Property that are of record or otherwise known to Seller on or prior to closing unless otherwise specifically agreed to in writing by the Parties. Seller will pay the cost of the standard ALTA Title Insurance Policy in the amount of the Purchase Price.

## **24. FAILURE TO CLOSE**

- 24.1. If Seller wrongfully fails to close this transaction for any reason, except as provided in this Agreement, and if Buyer has fully performed or tendered performance of all the obligations of Buyer as provided in this Agreement, then Buyer either (i) may specifically enforce performance of this Agreement; or, (ii) on demand by Buyer, the Earnest Money Deposit will be paid to Buyer by Seller, and Buyer may pursue any other remedy available at law or in equity, including the recovery of reasonable costs and attorney's fees.
- 24.2. If Buyer wrongfully fails to close this transaction for any reason, except as provided in this Agreement, and Seller has fully performed or tendered performance of all the obligations of Seller as provided in this Agreement, then the Earnest Money Deposit will be forfeited as liquidated damages and will be kept by Seller as the only remedy of Seller, and Seller and Buyer will have no further rights obligations, or liabilities to each other as provided in this Agreement. Notwithstanding the foregoing, Buyer's obligations to indemnify Seller in accordance with Section 18.4 of this Agreement shall be specifically enforceable by any remedy available at law or equity. If any of Buyer's representations or warranties contained in this Agreement shall be untrue, inaccurate or incomplete, Buyer shall be in default and Seller may as Seller's remedies for Buyer's failure pursue any remedy available at law or equity.

## **25. ASSIGNMENT**

- 25.1. Buyer may transfer, assign or convey any interest under this Agreement without obtaining the prior written consent of Seller.

## **26. INDEMNIFICATION**

26.1. *Seller's Indemnity.* If this transaction is closed, Seller will indemnify, defend and hold Buyer harmless, to the extent allowable by law, against:

- a. All liabilities and obligations of Seller and the agents or employees of Seller, of any nature whether accrued, absolute contingent, or otherwise arising out of the ownership of the Property by Seller before Closing, except for the Assumed Obligations after Closing.
- b. Any damage or deficiency resulting from any misrepresentation, omission, breach of warranty, or non-fulfillment of any agreement on the part of Seller as provided in this Agreement, or from any misrepresentation in or omission from any affidavit or other instrument furnished or to be furnished by Seller to Buyer as provided in this Agreement.
- c. All liabilities, obligations, claims demands, losses, damages, interest, actions, suits, proceedings assessments, judgments, costs and expenses, including reasonable actual fees of lawyers ("Indemnity Losses") incurred or suffered by Seller, incident to any of the above matters or the establishment by Buyer of the right of Buyer to indemnity from Seller.

26.2. *Reimbursement of Buyer.* Seller will reimburse Buyer, on demand, for any payment made at any time by Buyer with respect to any Indemnity Losses to which the above indemnity by Seller relates.

26.3. *Buyer's Indemnity.* If this transaction is closed, Buyer will indemnify, defend and hold Seller harmless, to the extent allowable by law, against:

- a. All liabilities and obligations of Buyer and the agents or employees of Buyer, of any nature, whether accrued, absolute, contingent or otherwise arising out of (i) the ownership of the Property by Buyer after Closing, or (ii) the failure of Buyer to pay or perform the Assumed Obligations after Closing.
- b. Any damage or deficiency resulting from any misrepresentation, omission, breach of warranty, or non-fulfillment of any agreement on the part of Buyer as provided in this Agreement, or from any misrepresentation in or omission from any affidavit or other instrument furnished or to be furnished by Buyer to Seller as provided in this Agreement.
- c. All Indemnity Losses incurred or suffered by Buyer, incident to any of the above matters or the establishment by Seller of the right of Seller to indemnity from Buyer.

26.4. *Reimbursement of Seller.* Buyer will reimburse Seller, on demand, for any payment made at any time by Seller with respect to any Indemnity Losses to which the above indemnity by Buyer relates.

## **27. EXCLUSIVE AGREEMENT**

27.1. *This Agreement shall constitute an exclusive arrangement between the Parties, and from and after the Effective Date of this Agreement, the Seller, its agent, affiliate, employee, contractor, or representative, shall not negotiate for or otherwise deal in the sale, purchase, or lease of the Property with any person or entity while this Agreement is in effect.*

## **28. BINDING EFFECT**

28.1. All rights and obligations of the Parties hereunder shall bind and inure to the benefit of their respective heirs, personal representatives, successors and assigns.

## **29. NATURE AND SURVIVAL OF REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

29.1. All statements contained in this Agreement or in any affidavit or other instrument delivered by or on behalf of Seller as provided in this Agreement, or with respect to this transaction, will be deemed representations and warranties made by Seller. All statements, representations, warranties and agreements including indemnification agreements made by Seller or Buyer, as the case may be, in this Agreement, or as provided in this Agreement, will survive Closing.

## **30. WAIVER; REMEDIES**

30.1. No waiver of any default as provided in this Agreement or delay or omission in exercising any right or power of Seller or Buyer will be considered a waiver of any other default as provided in this Agreement. No exercise or failure to exercise any right or power of Seller or Buyer as provided in this Agreement will be considered to exhaust that right or power. Except as specifically provided in this Agreement, the exercise of or failure to exercise any one of the rights or remedies of Buyer or Seller as provided in this Agreement will not be deemed to be instead of or a waiver of any other right or remedy as provided in this Agreement or available at law or in equity

## **31. ENTIRE AGREEMENT**

31.1. This Agreement contains the entire agreement of the Parties and supersedes all prior agreements, representations, statements and negotiations between the Parties. This Agreement may be modified only in writing and signed by both the Parties.

### **32. GOVERNING LAW**

32.1. This Agreement shall be governed by the laws of the State of New Mexico.

### **33. WARRANTY OF AUTHORITY**

33.1. By signing this Agreement, the following signatories represent and warrant that they have full and complete authority to enter into this Agreement and any other agreement(s) or document(s) associated with this Agreement.

### **34. COUNTERPARTS**

34.1. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes and all such counterparts shall collectively constitute one agreement.

### **35. NOTICES**

35.1. All notices or other communications required or permitted by this Agreement shall be in writing and either, (i) personally delivered, (ii) delivered by reputable overnight courier, (iii) sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the Parties at the addresses set forth below (or any other address that the party to be notified may have designated to the sender by like notice), or (iv) sent by facsimile with written confirmation back. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the delivery date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notices sent by facsimile shall be deemed given on the first business day following the facsimile confirmation date. Notice of change of address shall be given immediately and by written notice in the manner detailed in this Section.

If to Seller: Huning LLC  
P.O. Box 178  
Los Lunas, NM 87031  
Telephone: (505) 865-6251



If to Buyer: Affordable Solar  
4840 Pan American Frontage Rd N  
Albuquerque, NM 87109  
Telephone: (505) 944-4220

With copy to: Select ROW  
Attn: John Tekin  
PO Box 688  
Celina, TX 75009  
Telephone: (505) 681-6483  
Facsimile: (505) 212-3692

**36. SATURDAY, SUNDAY, HOLIDAY.**

36.1. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth herein falls on a Saturday, Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

**AGREED.**

**SELLER:**

Huning LLC , a New Mexico limited liability company

By: Nancy Schmeierbach  
(Print Name)

Its: General Manager  
(Print Title)

Signature: [Redacted Signature] Date: 5-19-21

By: Ruth A. Huning-Gonzales  
(Print Name)

Its: General Manager  
(Print Title)

Signature: [Redacted Signature] Date: 5-19-2021

**BUYER:**

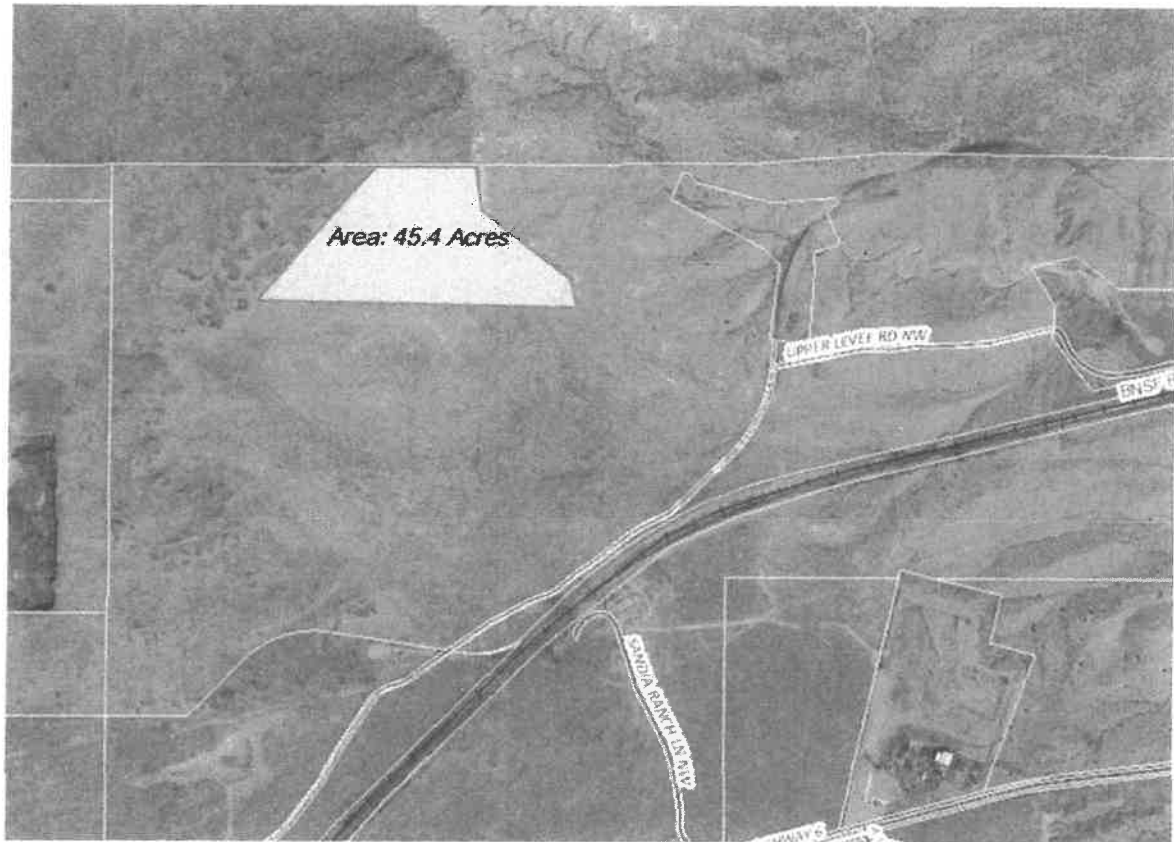
Affordable Solar Installation, Inc., a New Mexico corporation

By: Ryan Centerwall  
(Print Name)

Its: CEO  
(Print Title)

Signature:  Date: 5/20/2021 | 8:08 AM CDT

EXHIBIT A  
Survey or Drawing



## EXHIBIT B

### Legal Description

A 45-acre parcel within the following:

SECTION 14 S1/2 & S1/2 N1/2 LESS RR ROW & PARCEL 2 (385.20 AC), SECTION 15 S1/2 & S1/2 N1/2 LESS RR ROW & PARCEL 4, 5, & 6 (347.77 AC), SECTION 16 S1/2 & S1/2 N1/2 LESS RR ROW & PARCEL 4 & 6 (408.58 AC), SECTION 21 N1/2 NORTH OF HWY 6 LESS RR ROW, SITUATED IN VALENCIA COUNTY, NEW MEXICO

EXHIBIT C

Form of Letter of Agency


Valencia County  
1209 Highway 314  
Los Lunas, NM 87031

**RE: Letter of Agency**

To Whom It May Concern:

I am the authorized agent of Huning LLC , the owner of the real property shown and described on the attached Exhibit A and Exhibit B ("Property"), which is currently under contract for sale to Affordable Solar Installation, Inc. ("ASI").

On behalf of Huning LLC , I hereby authorize ASI, Select Properties, Inc., d/b/a Select ROW, and its agents to make such filings and submittals to Valencia County, and such other governmental departments and agencies as necessary to obtain the approvals for the intended use of the Property, including any re-zoning, vacations, or replat of the Property.

If you have any questions or concerns, please contact me at 

Sincerely,

Huning Limited Partnership



## EXHIBIT C

### Form of Letter of Agency

Valencia County  
1209 Highway 314  
Los Lunas, NM 87031

#### RE: Letter of Agency

To Whom It May Concern:

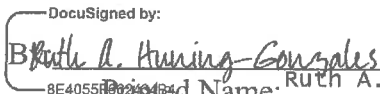
I am the authorized agent of Huning LLC , the owner of the real property shown and described on the attached Exhibit A and Exhibit B ("Property"), which is currently under contract for sale to Affordable Solar Installation, Inc. ("ASI").

On behalf of Huning LLC , I hereby authorize ASI, Select Properties, Inc., d/b/a Select ROW, and Marble Enterprises, LLC and its agents to make such filings and submittals to Valencia County, and such other governmental departments and agencies as necessary to obtain the approvals for the intended use of the Property, including any re-zoning, vacations, or replat of the Property.

If you have any questions or concerns, please contact me at (505) 865-6251 .

Sincerely,

Huning Limited Partnership

DocuSigned by:  
  
BE4055809240183  
Printed Name: Ruth A. Huning-Gonzales  
Title: Manager

4811-0098-2762, v. 1

Account: R302739

Location

Situs Address  
City  
Tax Area LL02\_NR - LL02\_NR  
Parcel Number 1004040123120  
Legal Summary Subd: LANDS OF HUNING LIMITED PARTNERSHIP Tract: 3 661.54 ACRES PLAT M-491

Owner Information

Owner Name HUNING LIMITED PARTNERSHIP  
Owner Address PO BOX 178  
LOS LUNAS, NM 87031


Assessment History

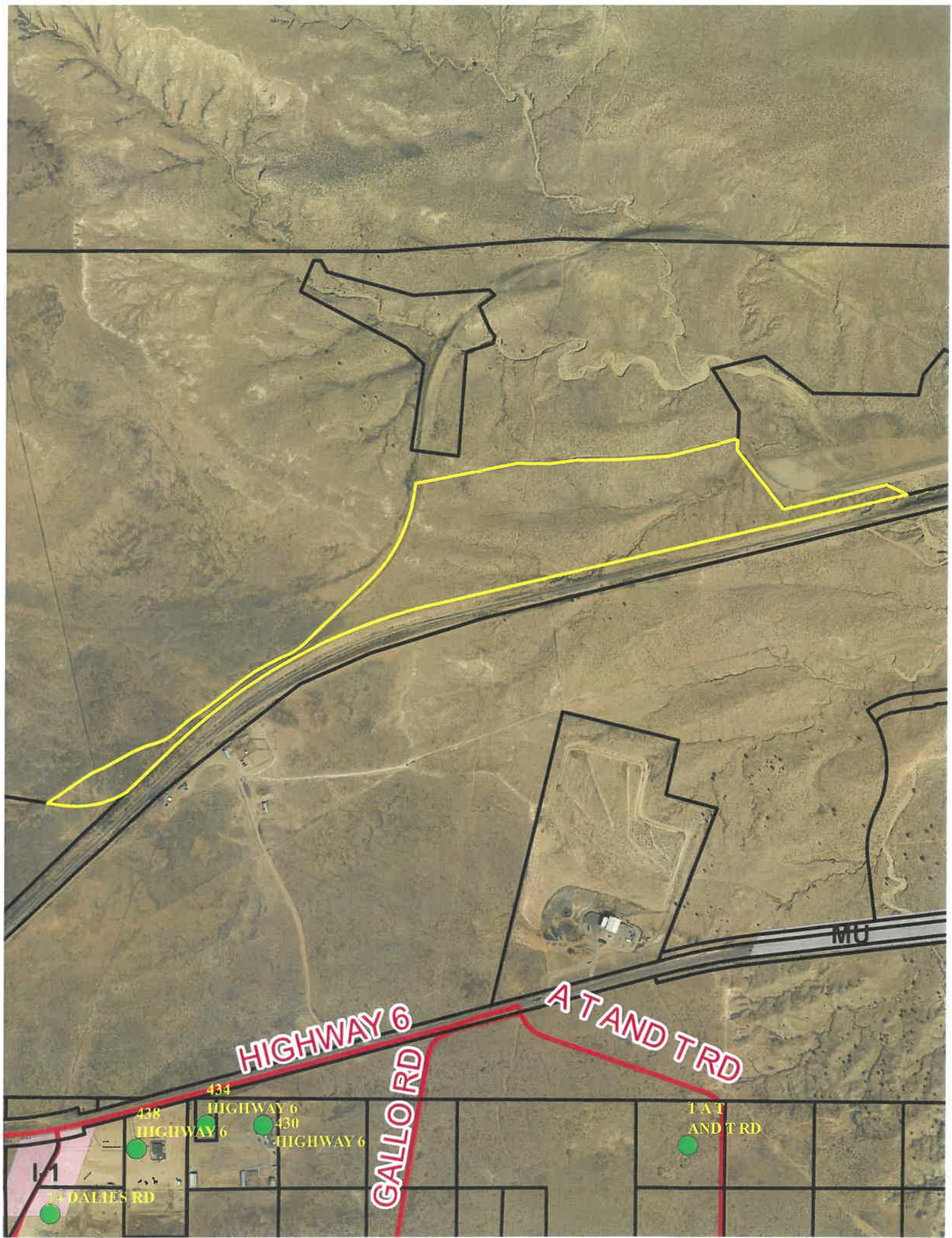
1 2 3 4

Appraiser DTRUJILLO

Tax History

Images

Tax Year	Taxes		
	*2022	\$0.00	• <a href="#">GIS</a>
	2021	No Tax Values	
* Estimated			



HIGHWAY 6

A T AND T RD

GALLO RD

438  
HIGHWAY 6

434  
HIGHWAY 6

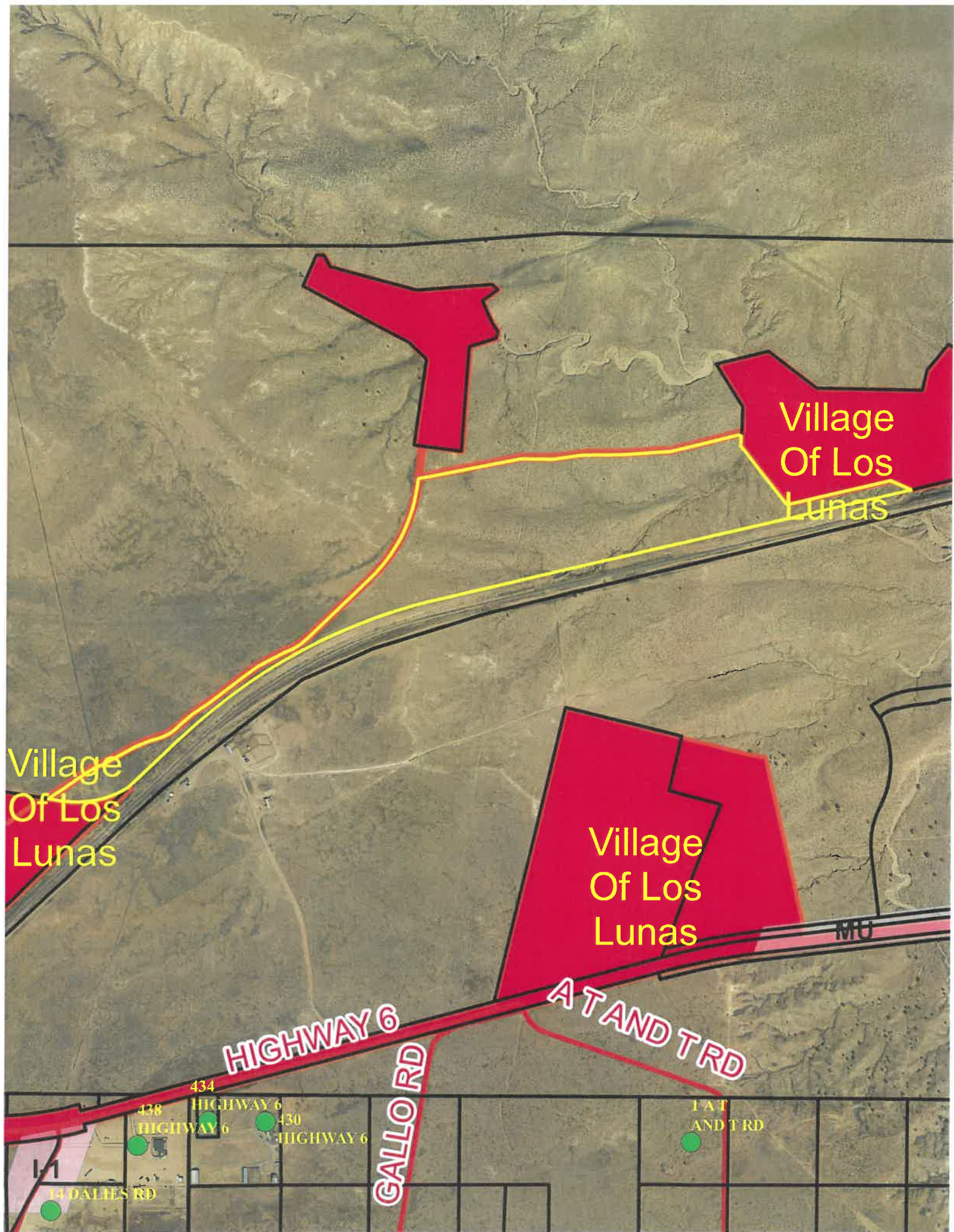
430  
HIGHWAY 6

A T  
AND T RD

14 DALIES RD

MU





# NOTICE OF PUBLIC HEARING

## COMMISSION CHAMBERS

444 Luna Ave, Los Lunas, NM 87031

June 28, 2022

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 [www.co.valencia.nm.us](http://www.co.valencia.nm.us).

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 [planning.zoning@co.valencia.nm.us](mailto:planning.zoning@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, JUNE 28, 2022 at 3:00 p.m.** to consider the following request:

- **SFOZ #2022-058** Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LANDS OF HUNING LIMITED PARTNERSHIP Tract: 3, 661.54 AC, PLAT M-491. Located North of the railroad crossing at Highway 6, Los Lunas, NM 87031, Zoned Outland District (OD), filed in the Office of the Valencia County Clerk, Plat M-491, 2022. **Located in District 1, P&Z Commissioner Aguilar, BoCC Saiz.**

**ALL MEMBERS OF THE PUBLIC WILL BE ABLE TO ATTEND AND LISTEN TO THE MEETING VIA FACEBOOK LIVE AT THE FOLLOWING LINK:** <https://www.facebook.com/VCAAdminandGov/>

**If you are unable to be at the meeting in person and would like to comment on cases please email**

**[planning.zoning@co.valencia.nm.us](mailto:planning.zoning@co.valencia.nm.us) or call at 505-866-2050**

**Please include the case number in your correspondence.**



AccountNum	Owner	OwnerAddre	
R169113	ISLETA INDIAN RESERVATION	PO BOX 1290 ISLETA, NM 87022	SFOZ #2022-058
R303091	HUNING LIMITED PARTNERSHIP	PO BOX 178 LOS LUNAS, NM 87031	SFOZ #2022-058
R223175	VILLAGE OF LOS LUNAS	660 MAIN STREET LOS LUNAS, NM 87031	SFOZ #2022-058
R301825	ROCK AND RAIL LLC	3211 HWY 47 LOS LUNAS, NM 87031	SFOZ #2022-058
	BNSF	BNSF Railway Co, 1624 1st St NW, Albuquerque, NM 87102	SFOZ #2022-058



## VALENCIA COUNTY PLANNING & ZONING COMMISSION

### **AGENDA**

Tuesday June 28, 2022

3:00 pm

Valencia County Administration Building  
Commission Chambers  
444 Luna Ave, Los Lunas, NM 87031

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of the May 2022 Planning & Zoning Commission Minutes
- 5) Staff Reports
- 6) Swearing-In of Participants
- 7) **Action Item(s)**

- A. Solar Field Overlay Zone #2022-058 (District I, P&Z Commissioner Aguilar, BoCC Saiz)**  
*Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LANDS OF HUNING LIMITED PARTNERSHIP Tract: 3, 661.54 AC, PLAT M-491. Located North of the railroad crossing at Highway 6, Los Lunas, NM 87031, Zoned Outland District (OD), filed in the Office of the Valencia County Clerk, Plat M-491, 2022.*
- B. Solar Field Overlay Zone #2022-059 (District III, P&Z Commissioner Moran, BoCC Hyder)**  
*Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF CECELIA DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001.*
- C. Solar Field Overlay Zone #2022-060 (District III, P&Z Commissioner Moran, BoCC Hyder)**  
*Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF CECELIA DEBACA Tract: 4A1E 17.13 AC 2001 REV D-4-14 REV #4 2001-TR-13. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001.*
- D. Solar Field Overlay Zone #2022-061 (District III, P&Z Commissioner Moran, BoCC Hyder)**  
*Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF ARROYO RANCH PARTNERSHIP Tract: A 1646.65 AC 1999 REV. Located East of Blue Lace Rd., Belen, NM 87002, Zoned Outland District (OD).*



## **Planning & Zoning Commission Meeting June 28, 2022**

### **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: June 28, 2022

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**Request Title:** Request for a Solar Field Overlay Zone on the property located at Subd: LAND OF CECILIA DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001. (Select ROW) **Application: SFOZ #2022-059**

**Legal Description:**

**SFOZ #2022-059** Subd: LAND OF CECILIA DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001.

**Request Description:** The property owners are requesting a Solar Field Overlay Zone.

**Background:** The property owner has requested to come before the board to request a Solar Field Overlay Zone. Departmental reviews were requested by Planning & Zoning, please refer to appendix seven in your packet for comments.

**Analysis:** This request is for a Solar Overlay Zone on a property zoned Rural Residential 1 (RR-1). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a Solar Field Overlay Zone within Sections 154.154 of the Valencia County Zoning Code.



**Valencia County  
Planning and Zoning Commission**

**Agenda Request Form**

MEETING DATE: June 28, 2022

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**Request Title:** Request for a Solar Field Overlay Zone on the property located at Subd: LAND OF CECILIA DEBACA Tract: 4A1E 17.13 AC 2001 REV D-4-14 REV #4 2001-TR-13. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001. (Select ROW) **Application: SFOZ #2022-060**

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## Valencia County Planning and Zoning Commission

### Agenda Request Form

MEETING DATE: June 28, 2022

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#### **§ 154.105 RURAL RESIDENTIAL DISTRICTS (RR-1, RR-2).**

**(A) Purpose.**

(1) The purpose of the Rural Residential Districts is to provide for varying densities of rural residential development on selected lands identified in the comprehensive plan for preservation of low density rural living.

(2) The RR Districts are intended to accommodate rural residential development at an anticipated magnitude or density level that does not require more than a very basic level of services, such as single local-road access, individual domestic wells and septic tank sewage-disposal systems, and rural fire protection. Ultimate density limitations in the RR District shall be determined by prevailing lot sizes community character, compatibility with existing uses in the district, limitations of domestic water sources, soil conditions and groundwater tables for subsurface sewage disposal, and area designations identified in the Valencia County comprehensive plan. Opportunities for small-scale or intensive farm activities compatible with low density rural residential uses shall be encouraged in the RR Districts.

**(B) Permitted uses.** In the RR Districts, the following uses shall be permitted subject to the standards and limitations set forth in division (F) below:

- (1) Farm uses, subject to the limitations in division (F) below;
- (2) One principal dwelling per parcel;
- (3) Accessory uses;
- (4) **HOME OCCUPATION**, as defined by this chapter, subject to the standards and limitations set forth in § [154.168](#).
- (5) Signs, pursuant to the sign provisions set forth in § [154.166](#);
- (6) Public facilities;
- (7) Community or municipal water-supply system; and
- (8) Community or municipal sanitary-sewer system.

**(C) Conditional uses.** In the RR Districts, pursuant to the Type B application procedure set forth in § [154.076](#), and subject to the conditional use review criteria listed in § [154.057](#), and any other applicable criteria established by this chapter, the following uses may be allowed conditionally:

(1) Temporary secondary mobile home or residential trailer dwelling, in conjunction with a principal dwelling on the same parcel, only for family members requiring special care, subject to the following:

(a) The family member requiring special care is aged, infirm or who, for health-related reasons, is incapable of maintaining a complete separate residence;

(b) The permit for the temporary home for special care shall be valid for a period of 2 years or shorter period as the Zoning Department determines to be appropriate, provided, however, that the permit may be revoked by the Department at any time if any of the reasons for which the permit was granted are no longer applicable, or if any imposed condition is violated;



## Valencia County Planning and Zoning Commission

### Agenda Request Form

MEETING DATE: June 28, 2022

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(c) The permit for the temporary home for special care shall be granted to the applicant only and shall not be deemed to run with the land; and

(d) Under any circumstances, a second dwelling under this section, and in any RR Districts shall not be approved if the net size of the parcel for the principal dwelling is less than 0.76 acres in size.

(2) Home occupation where the business includes visits to the site from clients, customers, patients, patrons, or similar individuals. Such home occupations may allow for employment of UP to two non-family members and may be approved for a period of time not to exceed two years, and are subject to the standards and limitations set forth in [§ 154.168](#);

(3) Kindergarten, day nursery, or day care facility in conjunction with a principal dwelling on the same parcel, subject to the standards for day care facilities set forth in [§ 154.169](#);

(4) Utility facility, with the exception of energy generation facilities, subject to §§ [154.035](#) through [154.040](#) for site design review;

(5) (a) Temporary structures as may be required during construction of an authorized permanent structure.

(b) The temporary structure shall be removed upon final inspection of the permanent structure by the Building Inspector.

(c) Temporary structures under this subsection shall be reviewed under the Type A application procedure as described in [§ 154.075](#) of this chapter;

(6) Temporary sales offices for permitted uses, pursuant to the Type A application procedure set forth in [§ 154.075](#) and subject to [§ 154.056](#) for temporary permits;

(7) Public or private school, including all buildings essential to the operation of a school, subject to §§ [154.035](#) through [154.040](#) for site design review;

(8) Church, subject to §§ [154.035](#) through [154.040](#) for site design review; and

(9) Clubs and lodges, subject to §§ [154.035](#) through [154.040](#) for site design review.

**(D) Prohibited uses.**

(1) Uses of land and water not specifically mentioned in this section shall be prohibited in the RR Districts.

(2) Cluster developments and parcel averaging shall not be permitted in the greenbelt as defined in this chapter and in the comprehensive plan.

(3) Recreational vehicles (RVs) shall not be used as primary residences in any Rural Residential (RR) District.

(E) *Non-conforming uses.* Non-conforming uses found in the RR Districts are subject to the non-conforming use provisions of [§ 154.059](#) as well as any other applicable provisions of this chapter.

(F) *Standards and limitations.* In the RR Districts, the following standards and limitations shall apply:



Valencia County  
Planning and Zoning Commission

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(1) *Dwelling density.*

(a) *Dwelling density for permitted uses.*

1. The maximum overall dwelling density for any new development shall not exceed:

- a. One dwelling per 2 acres net in the RR-2 District; and
- b. One dwelling per 1 acre net in the RR-1 District.

2. Not more than 1 principal dwelling shall be permitted on any parcel, except in the case of clustering development and as follows:

- a. One duplex may be allowed on any 4 acre parcel in the RR -2 District;
- b. One duplex may be allowed on any 2 acre parcel in the RR-1 District.

3. For the division of any contiguous lands under the same ownership or under a common promotional plan, parcel sizes may be averaged if the tract to be averaged under this section is at least 10 acres, and provided that the maximum overall net density of the applicable RR Districts are not exceeded, and provided that no parcel shall be below the applicable minimum parcel size established by division (2) below.

(b) *Dwelling density for conditional uses.* Not more than 1 secondary dwelling (other than guest house secondary dwelling) shall be permitted on any parcel.

(2) *Parcel size and dimension.*

(a) *RR-1 District.*

1. *Newly-created parcels.* The maximum depth-to-width ratio for any newly-created parcel shall be 3 to 1. The minimum size of any newly-created parcel shall be 1 acre, exclusive of any easements for public right-of-way and except as follows:

- a. In the case of parcel-size averaging, the minimum parcel size shall be no less than 3/4 of 1 acre, net 32,670 square feet;
  - b. In the case of a duplex, the minimum parcel shall be 1-1/2 acres;
- and

c. In the case of a residential planned development, the minimum parcel size shall be 10 acres prior to a subdivision of the parcel.

2. *Pre-existing lots of record.* Any permitted or conditional use provided for in this district may be established on a substandard pre-existing lot of record, subject to the applicable requirements of this section. In addition, prior to issuance of a building permit for a principal dwelling, the provisions of [§ 154.057](#) shall be satisfied.

(b) *RR-2 District.*

1. *Newly-created parcels.* The maximum depth-to-width ratio for any newly-created parcel shall be 3 to 1. The minimum size of any newly-created parcel shall be 2 acres, except as follows:



**Valencia County  
Planning and Zoning Commission**

**Agenda Request Form**

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a. In the case of parcel-size averaging, the minimum parcel size shall be 1-1/2 acres;

b. In the case of a duplex, the minimum parcel size shall be 2 acres;  
and

c. In the case of a duplex or multi-family planned development, the minimum parcel size shall be 10 acres prior to a subdivision of the parcel.

2. *Pre-existing lots of record.* Any permitted or conditional use provided for in this district may be established on a substandard pre-existing lot of record, subject to the applicable requirements of this section. In addition, prior to issuance of a building permit for a principal dwelling, the provisions of [§ 154.057](#) shall be satisfied.

(3) *Setbacks.* The following setback requirements apply to all RR Districts unless varied or waived by a planned development, subject to [§ 154.121](#).

(a) *Front yard.* The minimum front yard setback shall be 30 feet except that the minimum setback for all yard signs shall be 5 feet.

(b) *Side and rear yard.* The minimum side and rear yard setbacks shall be 15 feet, except as provided in this section.

(c) An accessory structure not more than 15 feet in height, at least 60 feet from a road, and at least 10 feet from any dwelling may be located a minimum distance of 15 feet from the property line in a side yard or rear yard.

(d) Fences, walls and hedges may be permitted in any required yard or along the edge of any yard, subject to the clear-vision area requirements of division (6) below.

(4) *Parcel coverage.*

(a) For any parcel of 1 acre or more, but less than 10 acres, the maximum parcel coverage shall be 20%.

(b) For any parcel of less than 1 acre, the maximum parcel coverage shall be 15%.

(5) *Access.*

(a) Before a dwelling may be established on any parcel as provided in this section, the parcel shall have a legal, safe and passable means of access by abutting at least 30 feet either directly upon a public road, or by a private easement which is at least 30 feet in width for its entire length and which also abuts upon a public road for at least 30 feet.

(b) Nothing in this section shall be construed to vary or waive the requirements for creation of new access contained in the Valencia County Subdivision Chapter adopted by Valencia County.

(6) *Clear-vision areas.*

(a) A clear-vision area shall be maintained on the corner of any parcel at the intersection of any 2 of the following: county roads; public roads; private roads serving 4 or more parcels; and railroads.



## Valencia County Planning and Zoning Commission

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(b) A clear-vision area shall contain no sight-obscuring structures or planting exceeding 30 inches within a triangle formed by the projected intersection of the right-of-way or public road easement lines on the lot corner nearest the intersection, and the 2 points 20 feet from this corner as measured along the parcel lines adjacent to the intersecting rights-of-way.

(c) Trees exceeding these requirements may be located so that their branches extend into this triangle, provided they are maintained to allow at least 12 feet of visual clearance within the triangle below the lowest hanging branches.

#### (7) *Height.*

(a) The maximum building height for any dwelling shall be 30 feet;

(b) The maximum building height for all other structure shall be 45 feet, except for accessory structures on any parcel of less than 10 acres the maximum building height shall be 35 feet; and

(c) Appurtenances usually required to be placed above the roof level and not intended for human occupancy such as spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys and wind generators are not subject to the height limitations of this chapter.

#### (8) *Occupancy of recreational vehicles.*

(a) One recreational vehicle shall be permitted to be parked on any parcel in conjunction with a principal dwelling, and may be used for the temporary accommodation of guests for a period of up to 45 days total in any year.

(b) In no case shall any recreational vehicle be used as a principal dwelling or rented unless and until the necessary permits have been obtained.

#### (9) *Off-street parking.*

(a) In the RR Districts, prior to establishment of any dwelling, sufficient area must be provided to allow for at least 1 emergency vehicle turnaround; and

(b) Parking requirements for those uses which may generate traffic beyond what is normally expected in the RR Districts, including multi-family dwellings, shall be determined by the Zoning Department subject to the provisions of [§§ 154.035](#) through [154.040](#).

(10) *Livestock.* The keeping of livestock shall be allowed in the RR Districts subject to the following restrictions:

(a) All livestock shall be properly fenced and contained so as to minimize adverse impacts to surrounding property;

(b) There shall be at least 10,000 separate square feet of pervious surface area for each cow, horse or similar animal;

(c) There shall be at least 4,000 separate square feet of pervious surface area for each sheep, goat, pig or similar animal;

(d) There shall be at least 600 separate square feet of pervious surface area in an enclosed structure for poultry or rabbits or similar animals;



#### **§ 154.154 SOLAR FIELD OVERLAY ZONE (SFOZ).**

(A) Purpose. The purpose of the Solar Field Overlay Zone (SFOZ) is to provide flexibility while promoting sustainable development and renewable energy options. This zone is intended as a holding overlay zone to allow for future development of property to occur in an organized and sustainable pattern. SFOZs should:

- (1) Promote the use of underutilized land;
- (2) Further economic development;
- (3) Promote employment opportunities within the county; and
- (4) Help diversify energy production and diversify the local economy.

(B) Submittal requirements. Prior to submitting an application, the applicant shall meet with the County Zoning Administrator to discuss the development concept, the review and approval process and the submittal requirements. The applicant shall prepare a SFOZ site plan application to submit to the Zoning Administrator. The Zoning Administrator shall review the applications and if the submittal is found to be complete and in accordance with the county codes and guidelines the Zoning Administrator shall schedule the application for a citizen review process in accordance with § [154.077](#).

(1) The following information shall be included in the application:

- (a) Legal description of the real property and indication of gross area;
- (b) Nature of the applicant's interest in the land to be developed, and an authorization letter for applicant to act on behalf of property owner if applicant is not the owner;

(c) Site conditions. An analysis of the existing site conditions which indicates at a minimum:

1. Topographic contours with intervals of no more than 2 feet, to a distance to 100 feet beyond the property boundary;

2. Location and extent of major vegetative cover (in any);
3. Location and extent of perennial or intermittent streams and water ponding areas;
4. Access including ingress and egress to adjacent properties and streets;
5. Existing drainage patterns; and
6. Other information considered relevant by the applicant or county staff.

(d) A site plan in accordance with §§ [154.035-154.040](#);

(e) Plans indicating the alignment and sizing of water lines, sanitary sewers, and storm sewer (if any), as well as easements for all utilities. Also indicated shall be the proposed surface drainage patterns;

(f) Preliminary architectural plans indicating the elevations and exterior finishes of proposed buildings (if any);

(g) Decommissioning plan.

1. Financial surety;

2. Applicants for solar electric projects shall provide a form of surety, either through escrow account, bond, or otherwise at the discretion of the county, to cover the cost of removal in the event the county must remove the installation and remediate the landscape, in an amount of 110% of the cost of removal or an amount and form determined to be reasonable by the county, but in no event to exceed more than 125% of the cost of removal and compliance with the additional requirements set forth herein, as determined by the project applicant and the county. Such surety will not be required for municipally, state-owned or publicly regulated facilities. The project applicant shall submit a fully inclusive estimate of the costs associated with removal, prepared by a qualified engineer. The amount shall include a mechanism for calculating increased removal costs due to inflation;

(h) A 3-dimensional model of the proposed solar field, and associated structures, is not required but encouraged as a means of indicating the character of the proposed SFOZ as well as depicting site development relationships.

(2) Public hearing and decision by Planning and Zoning Commission.

(a) Notice of public hearing. The Zoning Administrator shall prepare and publish a notice of public hearing in accordance with § [154.077](#).

(b) Review. In considering the application, the Planning and Zoning Commission shall consider the following: interrelationship with the plan elements to conditions both on and off the property, the impact to the existing and anticipated traffic and parking conditions, pedestrian and vehicular ingress and egress, building location and height, landscaping or re-vegetation as necessary, lighting, grading, signage, screening, setbacks and other related matters.

(c) The Planning and Zoning Commission shall consider oral or written statements from the applicant, the public, county staff or its own members. The Commission may question the applicant and approve, disapprove, or table the SFOZ and site plan. The application may not be continued for more than 2 regular meetings of the Planning and Zoning Commission without the consent of the applicant.

(d) If the Planning and Zoning Commission determines that the proposed SFOZ and site plan will not be detrimental to the health, safety or general welfare of the community nor will overload water/sewer capacities, burden public facilities or services and at the same time is in harmony with the purposes and intent of this subchapter, the Commission may recommend approval of the SFOZ and site plan along with the necessary conditions to fulfill the intent of this subchapter.

(e) The Planning and Zoning Commission shall forward its written recommendation to the County Commission.

(3) Public hearings and decision by the Board of County Commission.

(a) Notice of public hearing. The Zoning Administrator shall prepare and publish a notice of public hearing in accordance with § [154.077](#).

(b) Review. In its deliberations on the proposed SFOZ and site plan, the County Commission shall consider oral or written statements from the applicant, the Valencia County Planning and Zoning Board, the public, county staff or its own members. Following the public hearing, the County Commission may approve the SFOZ and site plan application, approve the applications with modifications or conditions, deny the applications or continue the hearing. The application may not be continued for more than 2 business meetings in succession without the consent of the applicant.

(C) Schedule of solar project.

(1) Upon submittal of the SFOZ, the applicant shall also submit a solar project schedule. The development of the solar field must begin within 24 months of approval by the county of the SFOZ. A request for an extension of the 24 month period within which to commence development may be administratively extended for a 1 year period upon receipt of an application for extension at least 60 days prior to the expiration of the 24 month period for the following reasons:

(a) FERC for tie into the electrical grid approval is not completed if required or prior approval was changed due to changes in Federal or state laws;

(b) Project is subject to a renewal portfolio standard plan, rate case at the NM PRC which has not been heard yet or which has been delayed or postponed or appealed;

(c) Final lender approval if money is being borrowed, via private lending, bonds or the like;

(d) State regulatory laws changed which affected the project, and amended applications or additional documentation is required before the project may begin; or

(e) A new regulatory body which was created at the Federal, state or local level requires additional documentation.

(2) The applicant may propose to develop the solar field in phases. Such phasing schedule will be submitted with the application to the county for review and approval by Board of County Commission.

Each phase will be administratively approved without the consent of the Commission.

(D) Amendments to SFOZ approval.

(1) Minor changes. Minor changes in the location and placement of buildings, structures, or photovoltaic (PV) arrays may be authorized by the Zoning Administrator and where unforeseen circumstances such as engineering requirements dictate such a change provided that such changes or amendments:

(a) Do not substantially alter the road design or layout;

(b) Do not substantially alter the original conditions for approval;

- (c) Involve no changes in permitted use of the property;
- (d) Do not change the general character or content of an approved plan in a material way;
- (e) Have no adverse effect on adjoining or surrounding property;
- (f) Do not result in any substantial change of major external access points;
- (g) Do not decrease the minimum specified yard setback; and
- (h) Have no adverse effects on traffic operations.

(2) Major changes. All changes except minor changes are major changes. Applications for major changes shall follow the procedures for approval of the SFOZ and site plan.

(E) Denial of SFOZ application. If an application for a Solar Field Overlay Zone is denied, no new application for a SFOZ by the same applicant on the same site or portion of the site may be filed prior to 90 days after the date of denial.

(F) General requirements and standards.

(1) Modification of restrictions of the underlying zoning district(s).

(a) A SFOZ may be used to modify the zoning restrictions of the underlying zoning district of a parcel, in accordance with the requirements of this section. The requirements of this section are in addition to the application requirements set forth in §§ [154.077](#) and [154.035](#) through [154.040](#).

(b) The SFOZ designation, if approved by the Board of County Commissioners, shall be considered a holding zone, wherein the underlying zoning of the site shall stay in effect until the removal and reversion of the SFOZ by the Commission. The reversion of the SFOZ shall be conducted in accordance with division (D) and can be submitted by the property owner(s), their representative, or the county.

(2) Ownership. The land proposed for the SFOZ may be owned by multiple owners if all parties with interests in such land execute the SFOZ site plan application. A SFOZ shall not be approved unless the applicant(s) has/have acquired actual ownership or executed a long term lease (10 years or more) for all the property composing the proposed SFOZ.

(3) SFOZ regulations.

(a) Exclusion. Land which is located within the boundary of the Middle Rio Grande Conservancy District defined as the "Greenbelt" is excluded from the SFOZ.

(b) SOLAR FACILITY. A plant where energy is generated by the sun.

(4) Front, rear and side yard building setback regulations. Solar field building setbacks from all property lines which form the perimeter of the boundaries of the SFOZ or from all interior and exterior dedicated street right-of-ways shall be a minimum of 35 feet. This set back may be adjusted by up to 10%.

(5) Operation and maintenance requirements for solar fields. The property shall be maintained by the owner(s) of the property and/or the operators of the solar field in such a way that the property shall be clear of debris, weeds, trash etc. The equipment shall remain in good repair and working order. Malfunctioning, equipment in disrepair or inoperable equipment shall be removed from the property immediately.

(G) Decommissioning. As express conditions of the land use permit, the applicant agrees to the following:

(1) If the applicant ceases operation of the energy project or begins, but does not complete, construction of the project, the applicant shall restore the site according to a plan approved by the SFOZ site plan application. A temporary shutdown of energy production for up to 1 year will not initiate this provision, provided that the temporary shut-down has resulted from the modification of the facility and/or waiting for upgrade requirements to the grid.

(2) At the time of issuance of application for the construction of the solar production facility, the owner shall provide financial security in the form and amount acceptable to Valencia County to secure the expenses of dismantling and removing said structures. Such surety will not be required for municipally, state-owned or publically regulated facilities. A solar energy production facility owner is required to notify Valencia County immediately upon cessation or abandonment of the operation. The owner shall have 12 months in which to dismantle and remove the large solar energy production facility from the property. A solar energy production facility owner may apply for a 90 day extension of the decommissioning time, provided such application is made at least 60 days before the end of the construction in decommission of the plant.

(3) Upon the commencement of the decommissioning process, any land that contains infrastructure that is essential and part of the electric grid, such as a switching station or transmission or transfer station shall remain and be zoned accordingly without any additional Board of County Commission approval. This parcel shall not exceed 10% of the solar project land mass. The remaining land use will revert to the prior zoning prior to the application.

(Ord. 2014-09, passed 12-17-2014)



**VALENCIA COUNTY****COMMUNITY 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**

CONDITIONAL USE: (\$150.00) CU#

VARIANCE: (\$150.00) V#

TEMPORARY USE: (\$150.00) TU#

SIGN PERMIT (\$100.00) SP#

ZONE CHANGE/MASTER PLAN AMENDMENT/OVERLAY ZONE: (\$350.00) ZC#

FILM PERMIT: (\$150.00) TU#

SITE DESIGN REVIEW: (\$350.00 COMMERCIAL / \$750.00 INDUSTRIAL) SDR#

WCF/CO-LOCATION: (\$200.00) WCF#

ALL LAND USE APPLICATIONS MUST INCLUDE A NON-REFUNDABLE REVIEW FEE, SITE PLAN, PROPOSAL LETTER,  
PROPERTY RECORD CARD AND CURRENT ASSESSMENT MAP SHOWING THE PROPERTY AND GENERAL VICINITY

**LEGAL DESCRIPTION** See attached**ZONING:** Rural Residential

OTHER PERMITS ISSUED: V\_\_\_ TU\_\_\_ CU\_\_\_

TOWNSHIP\_\_\_ RANGE\_\_\_ SECTION\_\_\_

FLOOD ZONE:\_\_\_ BFE:\_\_\_

PERMIT #

MAP\_\_\_ BOOK/CABINET\_\_\_ PAGE\_\_\_

ELEVATION CERTIFICATE#\_\_\_

LOMA\_\_\_ CLOMA\_\_\_ CLOM-F\_\_\_

TRACT/LOT\_\_\_ BLOCK\_\_\_ UNIT\_\_\_

PRE CONSTRUCTION\_\_\_ FINAL\_\_\_

APP#:\_\_\_

SUBDIVISION/LANDS OF:\_\_\_

R-124527

**PROPERTY OWNER NAME**

Please see Attached

**PHONE****MAILING ADDRESS****SPACE****CITY****STATE****ZIP****PROJECT LOCATION / SITE ADDRESS:**

See legal description

NMED SEPTIC PERMIT #

**AGENT (IF APPLICABLE):**

Select ROW, Laurie Moyer

(505) 259-0724

**CURRENT USE OF PROPERTY:** Vacant land**BRIEF DESCRIPTION OF REQUEST:**

Solar overlay zone for a solar generation facility. Mesa Community Solar

**OFFICIAL USE ONLY**

APPLICATION RECEIVED BY

DATE:

APPLICATION DEEMED COMPLETE:

DATE:

APPLICATION APPROVED/DENIED:

DATE:

P&amp;Z COMMISSION HEARING DATE:

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.

Laurie Moyer, Agent

Printed Name

Signature

May 19, 2022

Date

**Property Profile** Valencia County

**Account:** R124527      **Tax Year:** 2022      **Account Type:**  
**Mill Levy:** 26.877000      **Version:** 01/23/2022      **Area ID:** BN02\_NR  
**Estimated Tax:** \$96.42      **Parcel:** 1-005-028-025-160-000000      **Map Number:**  
**\*This mill levy is from the most recent tax roll**      **Status:** Active

**Name and Address Information**

C DE BACA CECILIA R TRUSTEE  
C/O CECILIA R C DEBACA TRUST  
1445 MONTIANO LOOP  
RIO RANCHO, NM 87124

**Property Location**

No Location Information Available

**Legal Description**

Subd: LAND OF CECELIA DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14

**Assessment Information**

2022	Actual	Assessed	Sq Ft	Acres	Taxable
Land	10,662	3,554		15.230	
Improvements					
Exempt		0			
<b>Total</b>	10,662	3,554		15.230	3,554
2021	Actual	Assessed	Sq Ft	Acres	Taxable
Land	10,662	3,554		15.230	
Improvements					
Exempt					
<b>Total</b>	10,662	3,554			3,554

**User Remarks**

## Mesa Community Solar Legal Description

### Legal Description

Parcel Number: 1-005-028-025-000000 & 1-005-028-025-160-000000

Legal Description: LAND OF CECELIA DEBACA Tract: 4A1E 17.13 AC 2001  
REV D-4-14 REV# 2001-TR-13 & LAND OF CECELIA DEBACA

### Property Owner Name and Address:

Cecilia R C De Baca, Trustee  
1445 Montiano Loop  
Rio Rancho, NM 87124



May 19, 2022

Valencia County Planning and Zoning Commission  
Commissioner Mark Aguilar, Chair, District 1  
Commissioner Sue Morgan, Vice Chair, District 3  
Commissioner Ralph Freeman, District 2  
Commissioner Phillip Sublett, District 4  
Commissioner Gabe Trujillo, District 5  
444 Luna Avenue  
Los Lunas, NM 87031

Subject: Mesa Community Solar Center – Zone Change Request and Site Development Plan Approval

Dear Planning & Zoning Commission:

Affordable Solar Group, LLC, a local New Mexico solar developer is seeking approval for a community solar site requiring a solar overly zone change to the existing RR-1 zoning for a parcel of land approximately 31 acres in size in Valencia County. The entire parcel will be used for the solar electric generation station and related facilities. Additionally, Mesa Community Solar Center is seeking Site Development Plan approval for the project.

The Mesa Community Solar Center is located at the Northeast corner of Mesa and Viento Rd. The Mesa Community Solar Center will be situated in the LAND OF CECILIA DEBACA Tract: 4A1E 17.13 AC 2001 REV D-4-14 REV# 2001-TR-13 & LAND OF CECILIA DEBACA of legal description a 1-005-028-025-000000 & 1-005-028-025-160-000000 parcel, consisting of 31 acres. The entire site will be used for the solar facility. When it becomes operational, the Mesa Community Solar Center will benefit Valencia County without additional County outlay.

1. Proposed Use

The proposed Mesa Community Solar Center is a 5 mega-matt solar electric generating station in Valencia County. The generating station is part of the Community Solar Act SB 84 was approved by the New Mexico State Legislature and signed by the Governor in 2021.

2. Reason(s) why the request is being made

The Project allows for Valencia County to have small scale community solar projects for its citizens. The Community Solar Act allows for solar developers to build small, local solar facilities for the community. This program allows all communities, households, businesses that don't have access to solar for a variety of reasons. In SB 84 Community Solar Act expresses the desire to provide solar generation opportunities and additionally states that 30% of the electricity must be reserved for low-income customers and low- income service organizations. Public Regulation

Commission (PRC) drafted rules for the solar program which were completed in April of 2022 which includes a cap on how large the program can be within each utility and other requirements for utilities, developers, and subscribers. More regulations and process are being developed currently. By subscribing to this program, the subscriber receives credit on their electric utility bill for the electric power produced from their portion of the solar site/center and therefore reduces their electric bill.

### 3. Request Meets Criteria

The Zone change request meets the following criteria listed in the Zoning Ordinance:

A. *The proposed change is consistent with the goals, policies and any other applicable provisions of the Comprehensive Plan*

Applicant response:

- The solar overlay zone change is consistent with the Valencia County Comprehensive Plan and will comply with all current County codes and regulations.
- The proposed site is not located on agricultural land thereby protecting agricultural resources in the County.
- Goal J states: "Steer urbanizing development to areas where adequate infrastructure, utilities and public services are available." The proposed project is sited at a good locale with proximity to electric facilities and good solar exposure which provides adequate infrastructure.

B. *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 availability of utilities and services likely to be needed by the anticipated uses in the proposed district.*

• Applicant response:

The site is in a Rural Residential (RR-1). The use of the site for a solar generating station is low to no impact for additional development in the area.

C. *The proposed change enhances the County's protection of public health, safety and welfare for Valencia County.*

• Applicant response:

Valencia County benefits from this project in the area because of the new property tax benefits without requiring any expenditure by the County. This project also allows citizens of Valencia to easily secure solar energy and reduce their electric bills.

### 4. Site Details

a. Total acreage: 31 acres

Legal Description: LAND OF CECILIA DEBACA Tract: 4A1E 17.13 AC 2001 REV D-4-14

REV# 2001-TR-13 & LAND OF CECILIA DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14

Ownership: Cecilia C'De Baca, Trustee of the Cecilia R. C'De Baca Revocable

Development Area: 31 acres

b. Access

Roads in the area include as Camino Del Llano, Mesa and Viento Rd. Access will be taken Viento Rd. An access driveway 25 feet in width is proposed into the site with a locked



entrance swing-gate approximately 25 feet in width. The surface of the access drive will be base course.

For public safety and security purposes, the solar generating station will be enclosed by a chain link security fence 8 feet in height with an additional foot consisting of 3 strands of barbed wire on top and concertina wire at the foot.

- c. Utilities
  - i. Septic/sewer  
No septic/sewer is needed.
  - ii. Water lines  
No water lines are needed.
  - iii. Gas  
No gas lines are needed
- d. Drainage
  - i. Proposed Drainage Management Plan  
Applicant has submitted a Grading and a Drainage Plan to Valencia County.

#### 5. Potential Impacts

- a. Noise  
The project does not create any noise beyond the property lines.
- b. Odors  
No odors are created
- c. Traffic  
During construction, traffic will temporarily increase as vehicles hauling equipment and supplies and worker's vehicles access the site. The generating station is designed to be operated remotely; therefore, approximately one vehicle per week will access the generating station after construction is complete and the generating station becomes operational. Any other traffic would be for any emergencies at the site.
- d. Potential Health Effects  
There are no health effects from the site
- e. Quality of Life Impacts  
The electric power generation industry is a major contributor to our quality of life in the United States. Reliable electric service is essential to modern living and improves everyone's quality of life. In addition, safe, reliable electric power is a cornerstone of community growth and economic development. Solar energy is the latest generating station to the electric power mix. It is important to the health, welfare, and safety of its citizens.

#### 6. For Proposed Commercial Uses and Home Occupation Requests

- a. Type of business  
Solar electric generating station
- b. Hours and Days of Operation  
The generating station operates constantly when the sun is shining.
- c. Number of Employees  
One permanent job will be created for the solar sites and 20 plus temporary employees during construction.

d. Anticipated Traffic/Cientele

Existing daily traffic in the vicinity is minimal. A temporary increase in traffic will occur during construction. When the generating station is operational, it is anticipated that traffic will diminish and be like pre-construction levels. Approximately one vehicle per week will access the solar generation station.

7. Other Factors Relevant to the Request

- Schedule of expected development of the solar generating station is expected to begin in mid-2023 with construction lasting 9 to 12 months. An in service or operational date is in 2024. Schedule is dependent on the NM Public Regulation Commission (PRC) completes its proposed rules and selections.
- Distributed area will be reseeded with native grasses
- Signage at the generating station will include a standard 4 feet x 4 feet in size at the entry to the station.
- The project will commit to using cost-competitive local materials.

In summary, this project is necessary to provide all Valencia County citizens with the opportunity to purchase solar power individually to reduce their electric bill. This construction of this solar generating station and its solar power is being provided by a local New Mexico company. Please contact me at (505) 259-0724 if you have any questions or need additional information.

Sincerely

A handwritten signature in black ink that reads 'Laurie Moyer'.

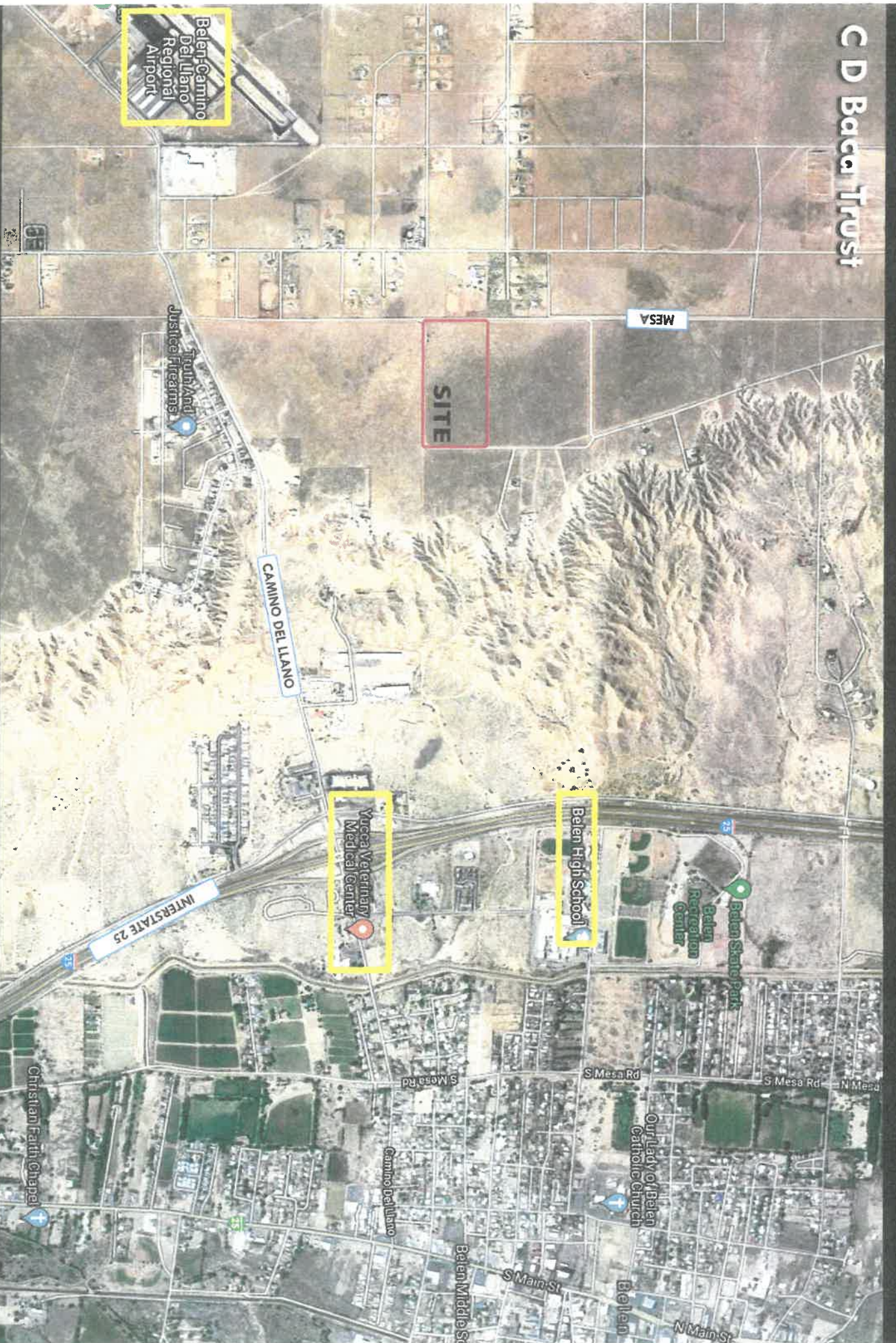
Agent

Enclosures:

Application  
Mesa Community Solar Center and Vicinity  
Adjacent Ownership Map  
Site Plan  
Solar Tracking System Diagram  
Site Development Plan (sheets: Site Plan, Grading Plan, Drainage Plan),  
Proof of ownership letter  
Agent's Letter  
Assessor's Property Record Card

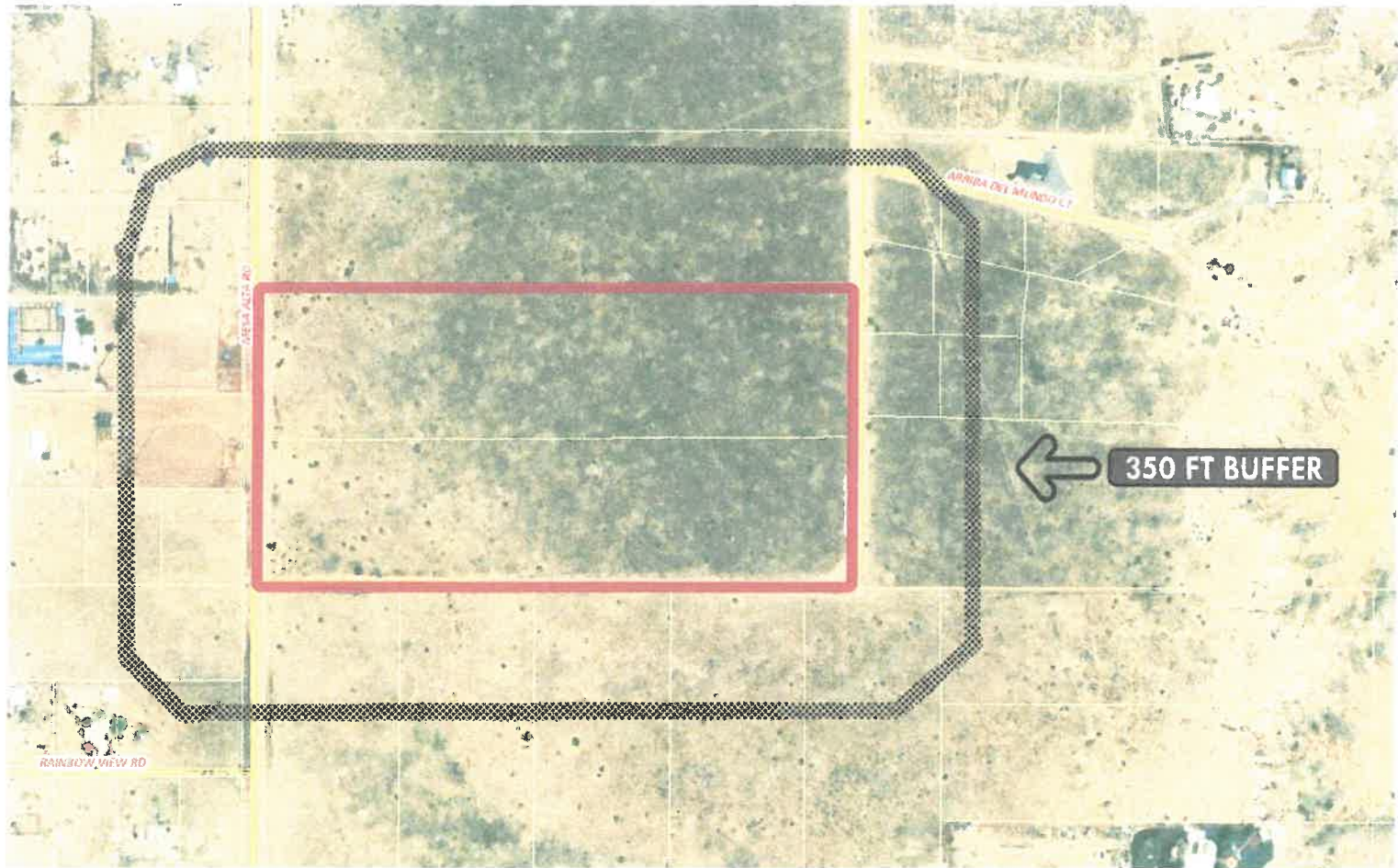


# C D Baca Trust





# OWNERSHIP PROPERTY LINES AND BUILDING LOCATIONS WITHIN 350 FEET OF PARCEL



NAME	UPC	OWNER #	ACCOUNT #
PADILLA ERIN	1005028132209000000	29895	R172699
SANCHEZ BRIAN	1005028120195000000	364213	R172701
MARTINEZ ELEAZAR & MARTINEZ NANCY	1005028120170000000	351128	R172703
TADIAN JOELLA G	1005028160100000000	340052	R181915
EVEREST ELIZABETH L A CDEBACA	1005028025200000000	210365	R124528
DEMASTERS KEVIN	1004028470262000000	16252	R190962
3VS LLC	1004028450262000000	29905	R082238
VALLES MARTIN SERNA	1004028470235000000	31196	R072256
KIMSEY JERRY & PATTERSON DONNA P	1004028240264169820	108973	R074903
SANCHEZ PERRI V & SANCHEZ JOSEPHINE L	1004028240264169800	24367	R074902
JOHNSON R SAMUEL	1004028240264170100	114914	R080506
HOWARD JACOB E	1004028466110000000	3556	R213153
ARAGON RAMONA GONZALES	1004028505100000000	304117	R132215
CANDELARIA MARY ANN	1005028010020000000	304118	R132216
TRUJILLO ANNA M & KENNETH J	1005028050020000000	304119	R132217
ARAGON JANNETTE R	1005028085020000000	304120	R132218
ATENCIO ALONZO G	1005028120020000000	19008	R158528
ARMER PRESCILLA	1005028195055000000	342811	R188128



Jerrie Romero <[jerrie.romero@co.valencia.nm.us](mailto:jerrie.romero@co.valencia.nm.us)>

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## Mesa Community Solar Application

1 message

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**Laurie Moya** <[laurie.moya505@gmail.com](mailto:laurie.moya505@gmail.com)>  
To: Jerrie Romero <[jerrie.romero@co.valencia.nm.us](mailto:jerrie.romero@co.valencia.nm.us)>

Thu, Jun 2, 2022 at 2:57 PM

Jerrie,

I do not have a new site plan for Mesa. I'm sorry. Apparently it is on both parcels so I owe you for the second parcel. I would like to be placed last on the agenda for June 28, please. Confirm how you would like me to pay for this.

Laurie

Laurie Moya

505-259-0724

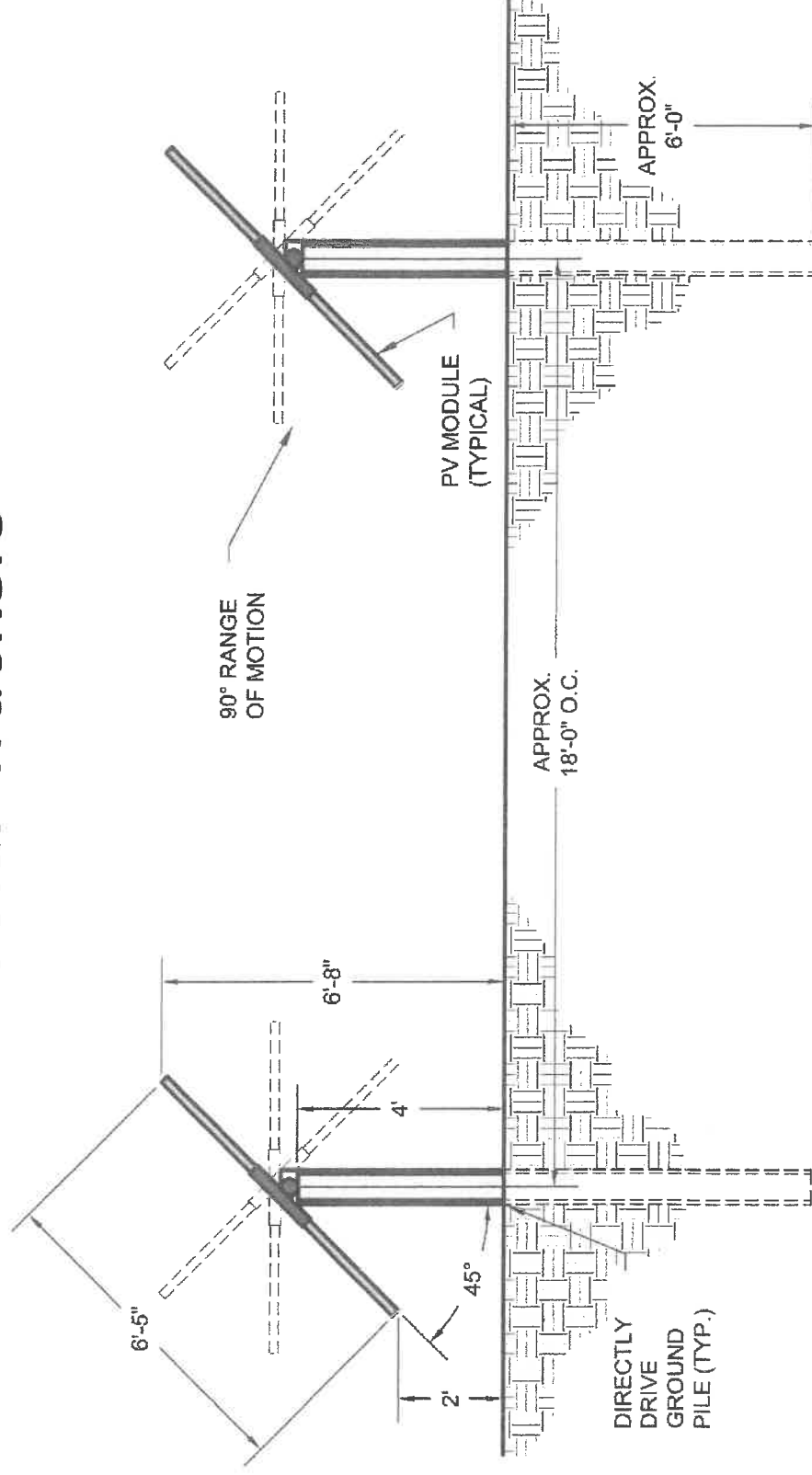
[Lauire.Moya505@gmail.com](mailto:Lauire.Moya505@gmail.com)

Sent from [Mail](#) for Windows



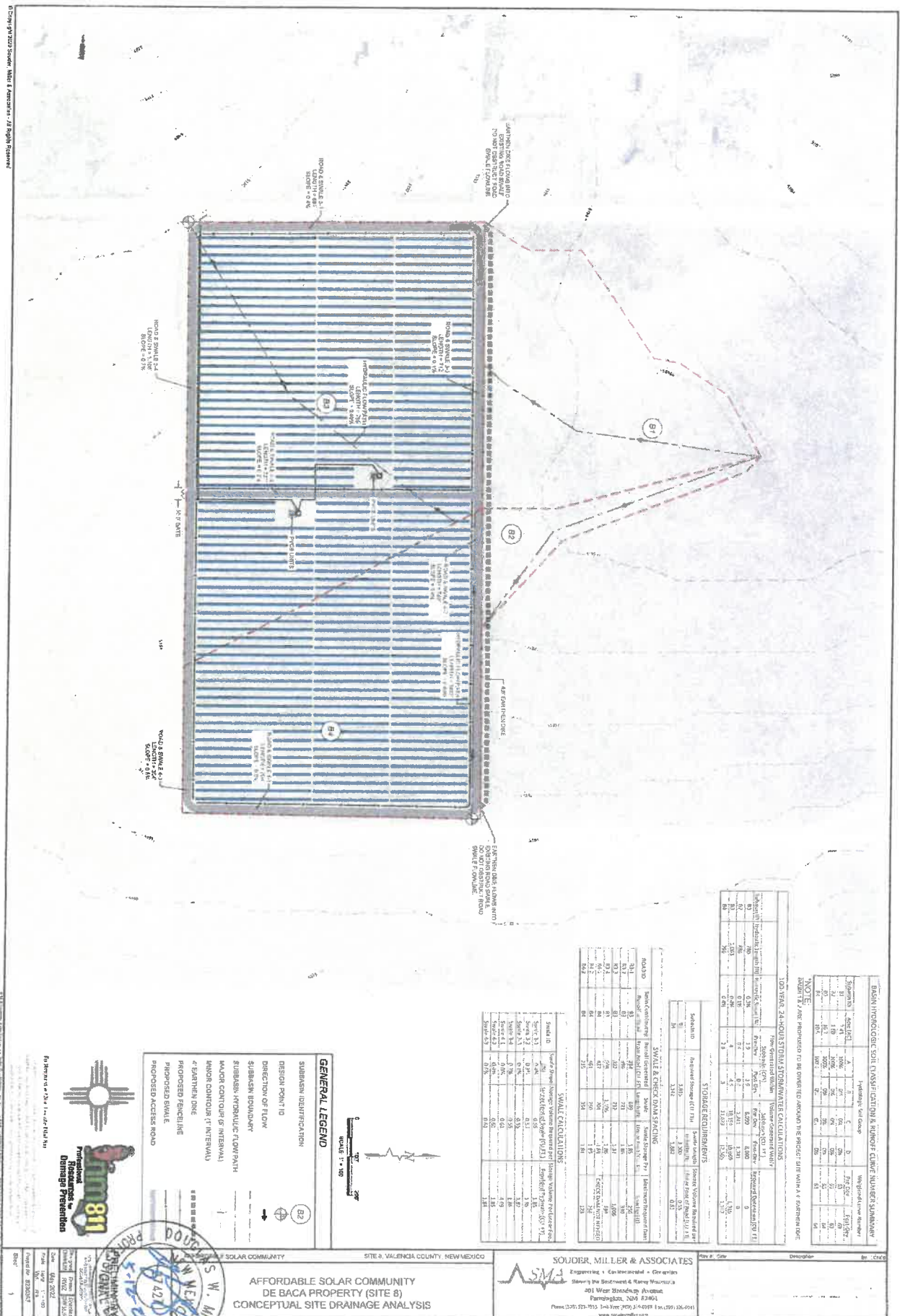


# Solar Trackers

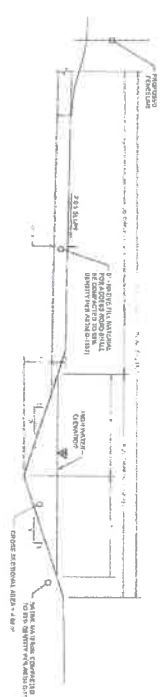


**SINGLE-AXIS TRACKER - SECTION DETAIL**

SCALE: NONE





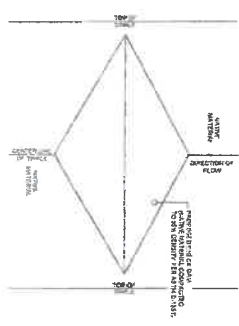


ACCESS ROAD CROSS SECTION A-A'

SECTION A-A' SHOWS THE PROPOSED ACCESS ROAD CROSS SECTION. THE ROAD IS 10' WIDE WITH A 2.5% SLOPE. THE CURB IS 4' HIGH. THE ROAD IS TO BE CONSTRUCTED TO THE PROPOSED ELEVATION. THE ROAD IS TO BE CONSTRUCTED TO THE PROPOSED ELEVATION. THE ROAD IS TO BE CONSTRUCTED TO THE PROPOSED ELEVATION.



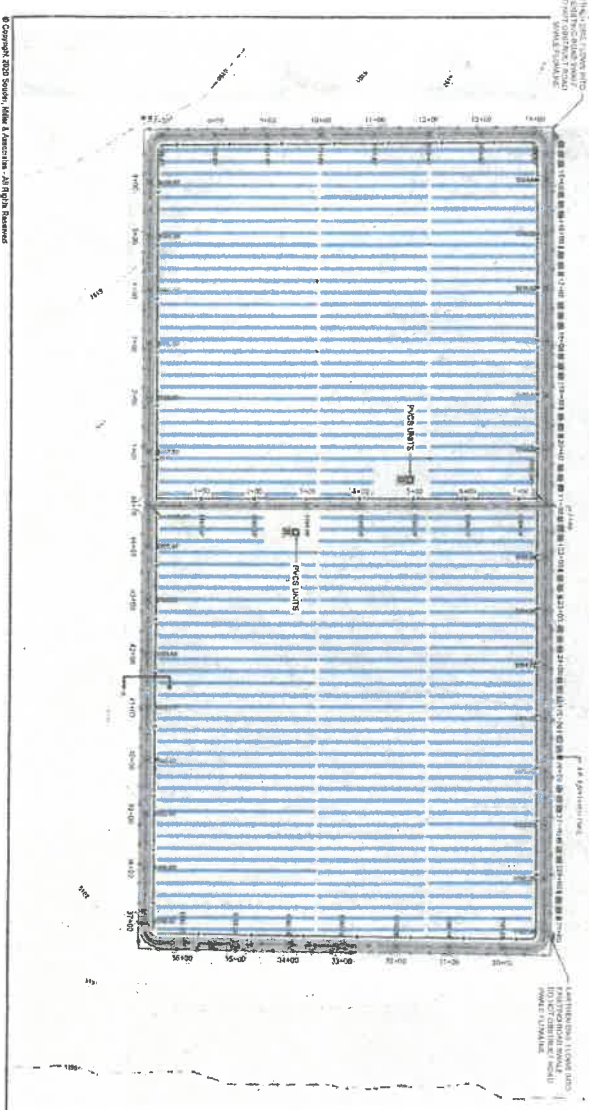
LONGITUDINAL SWALE DETAIL



SWALE AND CHECK DAM PLAN VIEW



4' EARTHEN BERM SCALE 1/8"



**GENERAL LEGEND**

ELEVATION IS 5' ABOVE EXISTING GRADE	SWT 327 X
MAJOR CONTOUR (1' INTERVAL)	
MINOR CONTOUR (1' INTERVAL)	
PROPOSED FENCELINE	
PROPOSED SWALE	
PROPOSED ACCESS ROAD	
4' EARTHEN BERM	



NO.	DATE	DESCRIPTION
1	10/1/2017	PRELIMINARY
2	10/1/2017	CONCEPTUAL SITE GRADING

Copyright 2017 Souder Miller & Associates, All Rights Reserved



AFFORDABLE SOLAR COMMUNITY  
DE BACA PROPERTY (SITE 6)  
CONCEPTUAL SITE GRADING

**SOUDER MILLER & ASSOCIATES**  
Engineering & Environmental Consultants  
100 West Broadway  
Farmington, NM 87401  
Phone (505) 424-1111 Fax (505) 424-1112  
www.sma-nm.com



## NEW MEXICO ASSOCIATION OF REALTORS® SUPPLEMENTAL BROKER DUTIES DISCLOSURE - 2021

### DISCLOSING BROKER:

### CHECK APPLICABLE:

1. ☒ **CONFLICTS OF INTEREST/MATERIAL INTEREST OR RELATIONSHIP.** Explain any conflicts of interest Broker has in the transaction, including any material interest or relationship of a business, personal, or family nature:
2. ☐ **OTHER WRITTEN AGREEMENTS IN TRANSACTION.** Describe any other written agreements Broker has in the transaction:
3. ☐ **ADVERSE MATERIAL FACTS.** Explain any adverse material facts relating to the Property or Transaction about which the Broker has actual knowledge.
4. ☐ **TRANSACTION COORDINATORS.** Identify any licensed Transaction Coordinator the Broker has engaged to provide transaction coordinator services related to the transaction \_\_\_\_\_

If Broker has engaged a licensed Transaction Coordinator to assist in this transaction, attach NMAR Form 2100A.

### PARTY'S ACKNOWLEDGMENT OF RECEIPT – INCLUDING EXHIBIT “A” IF APPLICABLE

<div style="background-color: black; width: 230px; height: 130px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 230px; height: 130px;"></div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <b>Edwin Paul Linson</b>  Printed Name </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <input type="checkbox"/> LANDLORD (OWNER) <input type="checkbox"/> TENANT <input checked="" type="checkbox"/> <b>BROKER</b>  </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Cecilia C' de Beca, Trustee The Cecilia R. C' de Beca Revocable Trust  Printed Name </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <input type="checkbox"/> LANDLORD (OWNER) <input type="checkbox"/> TENANT <input type="checkbox"/> <b>BROKER</b>  </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <b>Affordable Solar</b>  Printed Name </div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 07/25/2021  Date </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 07/28/2021  Date </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 7/31/2021   8:47 AM CDT  Date </div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"></div>
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PARTY SIGNING: ☐ SELLER ☒ BUYER ☐ LANDLORD (OWNER) ☐ TENANT ☐ BROKER

Signature	Printed Name	Date	Time

PARTY SIGNING: ☐ SELLER ☐ BUYER ☐ LANDLORD (OWNER) ☐ TENANT ☐ BROKER

Signature	Printed Name	Date	Time

PARTY SIGNING: ☐ SELLER ☐ BUYER ☐ LANDLORD (OWNER) ☐ TENANT ☐ BROKER





## NEW MEXICO ASSOCIATION OF REALTORS®

### COMPENSATION TO BROKER AGREEMENT / UNLISTED PROPERTY 2021

#### PART I – BROKER DUTIES

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

#### SECTION A:

**All Brokers in this transaction owe the following broker duties to ALL buyers, sellers, landlords and tenants in this transaction, even if the broker is not representing the buyer or the seller in the**

**transaction:**

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the broker has in the transaction, including, but not limited to;
  - A. Any written brokerage relationship the Broker has with any other parties to the transaction or;
  - B. Any material interest/relationship of a business, personal or family nature that the broker has in the transaction; or
  - C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

#### SECTION B:

**In addition to the above duties, Broker(s) owes the following Broker Duties to the buyer(s), seller(s), landlord(s), and/or tenant(s) in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.**

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
  - A. timely presentation of and response to all written offers or counteroffers; and
  - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

If the broker in the transaction is not providing the service, advice or assistance described in Paragraphs 1A or 1B of this Subsection, the party must agree in writing that the broker is not expected to provide such service, advice, or assistance. The broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction.
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship option available in New Mexico:
  - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction;
  - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in real estate transaction rather than as an exclusive agent for either party;
  - C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
  - A. that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
  - B. that the seller will agree to financing terms other than those offered;
  - C. the seller's motivation for selling/leasing; or
  - D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
  - A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
  - B. the buyer's motivation for buying; or
  - C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

**BUYER(S), SELLER(S), LANDLORD(S) AND/OR TENANT(S): PLEASE ACKNOWLEDGE**

**NEW MEXICO ASSOCIATION OF REALTORS®**  
**COMPENSATION TO BROKER AGREEMENT / UNLISTED PROPERTY 2021**  
**PART II**

1. **BROKERAGE RELATIONSHIP:** Broker is working with Buyer or Tenant in the following capacity: (check applicable) ☒ Transaction Broker (Non-Agency Relationship) ☐ Agent
2. **ADDITIONAL BROKER DISCLOSURES** *Brokers shall update these and all other required disclosures as needed.*
  - A. Does Broker have a conflict of interest? ☒ YES ☐ NO If "YES", explain: \_\_\_\_\_
  - B. Does Broker have any material interest or relationship of a business, personal or family nature in the transaction? ☐ YES ☒ NO If "YES", describe that relationship: \_\_\_\_\_
  - C. Does Broker know of any adverse material facts about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction. ☐ YES ☒ NO If "YES", explain: \_\_\_\_\_
  - D. Does Broker have any other written agreements in this transaction? ☐ YES ☒ NO If "YES", describe the agreements: \_\_\_\_\_
  - E. Has Broker engaged a **TRANSACTION COORDINATOR ("TC")** to provide services related to the transaction; ☐ YES ☒ NO If "YES", identify the TC below. TCs owe Broker Duties stated above. In addition, TCs who work directly with parties in the transaction, owe the following Broker Duty: Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law.

\_\_\_\_\_  
 Date 7/31/2021 | 8:47 AM CDT

\_\_\_\_\_  
 Date Time  
 Affordable Solar

Buyer Signature

Date Time

\_\_\_\_\_  
 Date 07/28/2021 11:54 PM

\_\_\_\_\_  
 Date Time  
 de Bure, Struette The Cecilia B. C. de Bure Struette Trust

Seller Signature

Date Time

**BUYER'S BROKER**

Broker ☐ is ☐ is not a REALTOR®

Buyer's Brokerage Firm

\_\_\_\_\_  
 Broker Signature Date Time

**SELLER'S BROKER**

Broker ☒ is ☐ is not a REALTOR®

\_\_\_\_\_  
 Group, LLC Realtors

07/25/2021 5:08 PM

\_\_\_\_\_  
 Date Time



## NEW MEXICO ASSOCIATION OF REALTORS® COMPENSATION TO BROKER AGREEMENT / UNLISTED PROPERTY 2021

### 1. PROPERTY.

Subd: LAND	Belen	NM	87031
Address	City	State	Zip Code
Subd: LAND OF CECILIA DE BACA Tract: 4A1D 15.23 AC 2001 REV D-4-14 (Parcel No. -005-028-025-160-0000			
Legal Description			
or see metes & bounds description attached as Exhibit - Valencia County, New Mexico.			

3. Does Broker have any other written agreements in this transaction: \_\_\_\_ Yes ☒ NO. If Yes, describe the agreement:
4. **TERM.** The Term of this Agreement will begin on 07/21/2021 and terminate at 11:59 pm Mountain Time on 01/21/2023. If the Property is under Contract of the Seller is negotiating the sale, lease or exchange of the Property with a buyer or Tenant under this Agreement on the date this Agreement would otherwise terminate, the term will automatically be extended through the closing, the date the lease is fully executed or other final disposition of said Property. The word "Term" as used in this Agreement will include all extensions.
5. **LEAD-BASED PAINT DISCLOSURE AND INFORMATION REQUIREMENTS.** If residence on the Property was constructed prior to 1978, Seller cannot legally accept an offer until Seller has provided, and Buyer has received and acknowledged receipt in writing of the following (See NMAR Form 5112 - Lead-Based Paint Addendum to Purchase Agreement):
- C. HUD Pamphlet entitled "Protect Your Family from Lead in Your Home";
  - D. a disclosure of all known presence of lead-based paint and lead-based paint hazards; and
  - E. a list and copies of all reports and/or records available to Seller pertaining to lead-based paint and lead-based paint hazards on the Property.
6. **MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally the costs of the mediation. If a mediator cannot be agreed upon or mediation is unsuccessful, the parties may enforce their rights and obligations under this Agreement in any manner provided by New Mexico law.
7. **ENTIRE AGREEMENT.** This Agreement 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 Agreement may be varied only by a document signed by both parties.
8. **FORCE MAJEURE.** Neither party shall be liable for delay or failure to perform any obligation under this Agreement 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.

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**NEW MEXICO ASSOCIATION OF REALTORS®  
COMPENSATION TO BROKER AGREEMENT / UNLISTED PROPERTY 2021**

- 9. GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
- 10. SEVERABILITY.** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

*The New Mexico Association of REALTORS® and the local board or association of REALTORS® do not fix, control, recommend, suggest or maintain compensation rates for services to be rendered by members, not the division of Broker's compensation between Broker and cooperating Brokers in a transaction. The amount of compensation and the terms of the Agreement are not prescribed by law and are subject to negotiation.*

**SELLER**

[Redacted Signature Area]

[Redacted Signature Area]

**BUYER'S ACKNOWLEDGMENT OF COMPENSATION**

**Affordable Solar**

[Redacted Signature Area]

## **PURCHASE AND SALE AGREEMENT**

This PURCHASE AND SALE AGREEMENT ("Agreement") made this 7<sup>th</sup> day of July, 2021 is hereby entered into by and between:

### **1. PARTIES**

CECILIA C' DE BACA, TRUSTEE OF THE CECILIA R. C' DE BACA REVOCABLE TRUST AGREEMENT UTA DTD. JUNE 9, 2000, whose address is 1445 Montiano Loop, Rio Rancho, New Mexico 87124 ("**Seller**"), and AFFORDABLE SOLAR INSTALLATION, INC., a New Mexico corporation, whose address is 4840 Pan American Frontage Rd N, Albuquerque, New Mexico 87109 ("**Buyer**").

Seller and Buyer may be collectively referred to as "**Parties**" and individually as a "**Party**."

### **2. EFFECTIVE DATE**

- 2.1. The effective date of this Agreement shall be defined as the latter of the last signature execution date below ("**Effective Date**").

### **3. AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY**

- 3.1. For and in consideration of the mutual promises contained herein, the Parties agree as follows:
- a. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller that certain real property described below and any and all associated easements, rights, titles, interests, privileges, improvements and appurtenances, together with any and all mineral and water rights appurtenant thereto (collectively, the "**Property**").
  - b. This Agreement is contingent on the Parties fulfilling certain conditions precedent as hereinafter described.

### **4. DESCRIPTION OF THE PROPERTY**

- 4.1. *Survey or Drawing.* See Exhibit A for survey or general drawing of the Property containing approximately 32 acres, more or less. If the survey or general drawing of the Property is not complete or is inaccurate, this Agreement will not be invalid and a final survey will be completed or corrected to meet the requirements of the title company which will issue the title policy. Any survey will be prepared at Buyer's expense.



- 4.2. *Legal Description.* See Exhibit B for a general legal description of the Property. If the legal description of the Property is not complete or is inaccurate, this Agreement will not be invalid and the legal description will be completed or corrected to meet the requirements of the title company that will issue the title policy.

## 5. PURCHASE PRICE

- 5.1. The purchase price for the Property, which the Buyer agrees to pay to the Seller and which the Seller agrees to accept, shall be [REDACTED] per acre, with the acreage to be determined by final survey as described above ("**Purchase Price**").

## 6. EARNEST MONEY

- 6.1. Within [REDACTED] days of the Effective Date of this Agreement the Buyer shall deposit \$ [REDACTED] ("**Earnest Money**") with the title company specified in Section 8.1 to be held in escrow. Any Earnest Money shall be applied towards the final Purchase Price and as otherwise distributed to Seller according to the terms and conditions stated in this Agreement. Notwithstanding anything to the contrary herein, any Earnest Money deposited with the Title Company shall be refundable to Buyer for the first [REDACTED] days following the Effective Date.

## 7. NON-REFUNDABLE FEE TO SELLER

- 7.1. Upon mutual acceptance of this Agreement, the Buyer shall pay to the Seller a non-refundable fee of [REDACTED]. The non-refundable fee is in consideration for the execution of this Agreement and is in addition to and independent of any other consideration or payment provided for in this Agreement, is non-refundable, and will be retained by Seller despite any other term or condition of this Agreement.

## 8. TITLE COMPANY

- 8.1. The title company that will handle the closing (as hereinafter defined) of this transaction will be:

Debbie Hennig  
Senior Vice President/Escrow Officer  
Stewart Title of Albuquerque  
7801 Academy Blvd. NE, Suite 101, Albuquerque, NM 87109  
Direct Line – 505.346.5433  
Fax – 505.821.7403  
Email: [debbie.hennig@stewart.com](mailto:debbie.hennig@stewart.com)  
("Title Company").

## 9. THE CLOSING

- 9.1. "Closing" is defined as the date on which Seller is required to execute the final deed transferring title to the Buyer and Buyer makes available to Seller the balance of the Purchase Price (minus Earnest Money). Closing shall be held at the offices of Title Company as soon as practicable, but in no event later than [REDACTED] calendar days after Buyer notifies Seller that Buyer is prepared to Close.

## 10. TITLE TO PROPERTY

- 10.1. The Seller will agree to transfer title to the Property, except the mineral rights, to Buyer at closing by general warranty deed subject only to (i) any restrictions, reservations, and easements of record that are acceptable to and approved in writing by Buyer and (ii) ad valorem real estate taxes for the year in which the sale closes which are not yet due and payable (the "General Warranty Deed"). Any mineral and water rights will be conveyed by quitclaim deed.

## 11. TITLE POLICY

- 11.1. *Ordering Title Policy.* Within [REDACTED] calendar days from the Effective Date of this Agreement, Buyer will order and pay for a preliminary title insurance binder from Title Company evidencing that at closing Seller will be able to deliver an owner's title insurance policy insuring Buyer, as owner of the Property, for the full amount of the final Purchase Price, and showing that good and marketable fee simple title to the Property is vested in Seller, free of all liens, encumbrances, tenancies and restrictions with no exceptions other than a standard printed exception on the form of the title insurance policy relating to taxes for current and future years and those exceptions otherwise agreed to in writing by Buyer (the "Title Insurance Policy").
- 11.2. *Exceptions to Title Insurance Policy.* If there are any exceptions other than those referred to above, Buyer will have fifteen (15) calendar days from the receipt of the preliminary title insurance binder to so notify Seller. Seller will then have [REDACTED] calendar days from such

notice in which to cure such exceptions. If Seller is unable or unwilling to cure during such time, then within [REDACTED] additional calendar days thereafter Buyer shall elect one of the following by written notice to Seller: (i) Buyer may proceed with closing without regard to such exceptions, or (ii) Buyer may in its sole and absolute discretion allow Seller additional time to cure, or (iii) Buyer may unilaterally terminate this Agreement, in which event, the Earnest Money shall be returned to Buyer. If Buyer does not provide notification of title exceptions within [REDACTED] after receipt of the binder, or if Seller cures Buyer's exceptions within the time provided, or if Buyer waives any exceptions and does not terminate within the time provided, then the Title Company shall release the Earnest Money to Seller (***subject to the last sentence of Section 6.1 of this Agreement***), which shall thereupon become non-refundable, unless Seller breaches its obligations hereunder.

## **12. OBLIGATIONS AT CLOSING**

12.1. *Seller Obligations at Closing.* At Closing, Seller shall deliver to Buyer:

- a. A final title insurance binder updated as of the date of Closing showing that the Property is free and clear of all encumbrances, mortgages, judgments, liens, tenancies, and restrictions other than such as may have been agreed to in writing by Buyer; and
- b. The General Warranty Deed;
- c. The Title Insurance Policy, at Seller's expense;

12.2. *Buyer's Obligations at Closing.* At Closing, Buyer shall:

- a. Pay to Seller the balance of the Purchase Price (minus Earnest Money).

## **13. CONDITIONS PRECEDENT TO CLOSING**

13.1. *Due Diligence – General.* Buyer will, at its own expense, and as soon as reasonably practical after the signing of this Agreement conduct any and all due diligence it deems prudent or necessary to conduct in its sole and absolute discretion and may conduct any or all of the following activities: inspections, appraisals, studies, surveys, and testing, including but not limited to site inspections, title inspections, property appraisals, environmental studies, archeological studies, biological studies, soil studies, solar studies and geotechnical testing (collectively, "**Due Diligence**"). The Parties understand and agree that any Due Diligence conducted by Buyer or its Agents will be

completed to the satisfaction of Buyer and that the results of any such Due Diligence must be acceptable to Buyer in its sole and absolute discretion.

- 13.2. *Acquisition of Government Approvals – General.* Buyer will, at its own expense, and as soon as reasonably practical after the signing of this Agreement, attempt to secure any and all necessary regulatory, local, city, county, state, and federal governmental approvals, for Buyer's intended use of the property for a solar generation facility, including but not limited to New Mexico Public Regulation Commission ("NMPRC") approvals, any applications or registrations for any permits, licenses, vacations, variances, ordinances, amendments, rezoning, replats, and orders (collectively, "**Government Approvals**"). The Parties understand and agree that any Government Approvals that may be required must be obtained to the satisfaction of Buyer in its sole and absolute discretion.

#### **14. TERMINATION AND ADEQUACY OF EARNEST MONEY**

- 14.1. In the event (i) Due Diligence discovers any defect in the Property or otherwise renders the Property unsuitable for Buyer's intended use as determined in Buyer's sole and absolute discretion, or (ii) Government Approvals are unobtainable as determined in Buyer's sole and absolute discretion, Buyer reserves the right to unilaterally terminate this Agreement upon notice to Seller, in which event, any Earnest Money released and paid to Seller to date shall be kept by Seller subject to the terms and conditions of this Agreement. Seller acknowledges that such Earnest Money is full and adequate consideration for this Agreement and that receipt of any Earnest Money is Seller's sole remedy for any such termination by Buyer. In the event of unilateral termination of this Agreement by Buyer as described above, the Title Company shall provide Buyer with any Earnest Money that has not been previously released to Seller.

#### **15. RELEASE OF EARNEST MONEY TO SELLER**

- 15.1. *Release of Earnest Money – General.* Buyer shall authorize Title Company to release Earnest Money to Seller as set forth in Section 11.2.

#### **16. EXPIRATION OF TERM AND EXTENSION OF AGREEMENT**

- 16.1. *Expiration of Term.* The Parties understand and agree that Buyer shall have [REDACTED] year from the Effective Date to conclude its Due Diligence and obtain all necessary Government Approvals, and to close on the Property purchase, or this Agreement shall expire of its

own accord unless otherwise agreed to in writing by the Parties, or unless by that date Buyer has paid to extend this Agreement pursuant to paragraph 16.2 below.

16.2. *First Extension of Agreement.* Buyer, at its sole discretion, may extend this Agreement for an additional [REDACTED] term (**"the 'First Extension Term'"**) any time prior to the expiration of this Agreement by depositing additional [REDACTED] Earnest Money, which shall be applied towards the final Purchase Price and distributed to Seller upon receipt by the Title Company, and thereafter shall be treated in the same manner as Earnest Money, non-refundable to Buyer except in the event Seller breaches this Agreement. By the end of the First Extension Term, Buyer must have closed on the Property purchase, or this Agreement shall expire of its own accord unless otherwise agreed to in writing by the Parties, or unless by that date Buyer has paid to extend this Agreement pursuant to paragraph 16.3 below.

16.3. *Second Extension of Agreement.* Buyer, at its sole discretion, may extend this Agreement for an additional [REDACTED] term (**"the 'Second Extension Term'"**) any time prior to the expiration of the First Extension Term by depositing additional [REDACTED] Earnest Money, which shall be applied towards the final Purchase Price and distributed to Seller upon receipt by the Title Company, and thereafter shall be treated in the same manner as Earnest Money, non-refundable to Buyer except in the event Seller breaches this Agreement. By the end of the Second Extension Term, Buyer must have closed on the Property purchase, or this Agreement shall expire of its own accord unless otherwise agreed to in writing by the Parties.

## **17. EASEMENTS ON ADJOINING LANDS OF SELLER**

17.1. *Easements on Adjoining Lands.* Seller agrees to grant easements on adjoining lands owned by Seller for any electric lines and any access roads (as defined below) as may be required by Buyer and directly resulting from Buyer's intended use of the Property. Seller shall have the right to approve the final location of said easements, which approval will not be unreasonably withheld or conditioned or unduly delayed. Consideration for any such easements is included in the Purchase Price.

17.2. *Easement Requirements – General.*

- a. The easement documents shall be in form and content acceptable to Buyer.



- b. The easements shall grant Buyer 24 hour, seven days per week, free and unfettered access to and from the Property, to and from any electric lines, and to and from any access roads.
- 17.3. *Easements for Electric Lines.* Easements for electric lines shall be no greater than 100-feet in width and shall extend to the nearest existing electric transmission or distribution line suitable for connection.
- 17.4. *Easements for Access Roads.* Easements for access roads shall be no greater than 50-feet in width and shall extend to the nearest arterial road or street, if possible.
- 17.5. *Survey for Easements.* Easements for any electric lines and access roads across adjoining lands of Seller shall be surveyed by Buyer.

## **18. RIGHT OF ENTRY**

- 18.1. *Right of Entry.* While this Agreement is in effect, Seller hereby grants and agrees to allow Buyer and its authorized agents, employees, contractors, subcontractors, successors, and assigns (collectively, "**Agents**") the right to immediate entry and free and unfettered access onto the Property as reasonably required and at such reasonable times to conduct Due Diligence (the "**Right of Entry**").
- 18.2. *No Liens.* Buyer shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors', or subcontractors' liens with regard to Buyer's Due Diligence activities on the Property pursuant to the Right of Entry.
- 18.3. *Indemnification.* Buyer agrees to defend, indemnify and hold harmless Seller from any claims or damages caused by or arising from Buyer's Due Diligence activities on the Property pursuant to the Right of Entry unless said claims or damages result from Seller's negligence or willful misconduct.
- 18.4. *Restoration of Property.* In the event Buyer does not close on the purchase of the Property after conducting and completing its Due Diligence, except in the event of an uncured default by Seller, Buyer will restore the Property to the physical condition it was in immediately prior to any Due Diligence activities conducted on the Property by Buyer or its Agents pursuant to the Right of Entry.
- 18.5. *Term of Right of Entry.* The duration of the Right of Entry shall last until all Due Diligence work is completed to the satisfaction of Buyer. However, in any event, the term shall not last longer than one (1) year

from the Effective Date of this Agreement (as hereinafter defined), unless (i) otherwise agreed to in writing by the Parties, or (ii) this Agreement is extended as set forth in Section 16 of this Agreement.

## **19. SELLER REPRESENTATIONS, WARRANTIES, AND COVENANTS**

19.1. *Seller Representation and Warranties.* Seller represents and warrants that as of date of execution of this Agreement and that at closing that:

- a. Seller has the legal right, power and authority to execute this Agreement and to sell the Property to Buyer.
- b. Seller has and will transfer to Buyer good and marketable fee simple record title to the Property, free from of all liens, encumbrances, tenancies and restrictions with no exceptions other than a standard printed exception on the form of the title insurance policy relating to taxes for current and future years and those exceptions otherwise agreed to in writing by Buyer.
- c. To Seller's knowledge, there are no mortgages, provisional registrations, improvements, servitudes, liens, leases, unpaid taxes or any other charges or encumbrances on the Property. There are no defects which may prevent Buyer from acquiring title to the Property.
- d. To Seller's knowledge, there are no civil or administrative or other legal actions and disputes against or involving the Property, including but not limited to any contemplated or pending condemnations or confiscations of any part of the Property.
- e. To Seller's knowledge, Seller has not left, buried or disposed of any pollutant, contaminant, industrial waste, or hazardous material on or in the Property, or caused any pollutant, contaminant, industrial waste, or hazardous material to be left, buried, or disposed of on or in the Property. Seller does not have any knowledge of the existence of such waste or material on the Property.
- f. To Seller's knowledge, there are no legal restrictions, which would prevent, hinder, or delay Buyer from obtaining the Government Approvals necessary for using the Property for a solar generation facility.
- g. To Seller's knowledge, except for the restrictions caused by presently known and identified zoning classifications identified in local, city, and county zoning ordinances, there are no other environmental, zoning or land restrictions which may prevent Buyer from using the Property for a solar generation facility.

- h. The physical description and condition of the Property shall satisfy each of the terms, conditions, descriptions, and representations provided herein. The delivery of possession of the Property shall further satisfy the terms and conditions set forth herein.
- i. The Property is vacant and not subject to any leases or month-to-month tenancies.
- j. Seller is not a Foreign Person, Foreign Company, Corporation or Partnership, or a non-resident Alien subject to the Foreign Investment in Real Property Tax Act of 1980 ("**FIRPTA**") income tax withholding.

19.2. *Seller Covenants.* In addition to Seller's other covenants and obligations contained in this Agreement, Seller agrees as follows:

- a. *Deliveries by Seller.* Seller shall deliver or otherwise make available to Buyer within fifteen (15) calendar days of the Effective Date of this Agreement a copy of all deeds, easement documents, plats, surveys, drawings, photographs, title reports, contracts, zoning information, and environmental reports or assessments that Seller has in its possession.
- b. *Prohibition of Disposition of the Property.* After the Parties execute this Agreement, the Seller shall not, without the prior written consent of Buyer, subdivide any portion of the Property, or do anything that may hinder the full exercise of ownership rights, such as transferring, leasing, or mortgaging the Property to a third party. Seller shall not encumber the Property in any manner and shall maintain the full value of the Property.
- c. *Letter of Agency.* Seller hereby agrees to execute a letter of agency in form and content acceptable to Buyer to allow Buyer to pursue, on behalf of Seller, any and all necessary Government Approvals pertaining to Buyer's intended use of the Property as a solar generation facility (See Exhibit C). Buyer shall provide copies to Seller of any submittals for Governmental Approvals.
- d. *FIRPTA Affidavit.* Seller hereby agrees to execute a FIRPTA affidavit.
- e. *Affidavit for Title Company.* Seller hereby agrees to allow the Title Company to remove delete-able standard printed exceptions.
- f. *Notice of Actions.* Seller covenants that it shall provide Buyer with notice of any threat, institution or pendency of any action, suit or proceeding against or affecting any part of the Property or relating to or arising out of the ownership of any part of the Property as of the Effective Date of this Agreement and through to closing.

- g. *Seller Cooperation.* Seller agrees to cooperate at no expense to Seller with Buyer's efforts to secure any and all Government Approvals for Buyer's intended use of the Property as a solar generation facility and shall execute any and all necessary documents as required in furtherance thereof.
- h. *Seller Disclosure.* Seller will be responsible for disclosing to Buyer all applicable property-specific fees, assessments, taxes, contracts, lease agreements, private memberships and/or association fees or dues, contract service agreements (e.g. road maintenance, etc.), and any encumbrance, restriction, defect in title, or environmental condition of the Property that Seller has knowledge of, that may or may not be of record, which would interfere with Buyer's intended use of the Property.
- i. *Confidentiality.* Seller and Seller's agent(s) agree to keep Buyer's name and the terms of this Agreement and any other agreement pertaining to the purchase and sale of the Property between Buyer and Seller confidential and not to disclose or divulge such information to any third party without Buyer's prior written consent unless (i) such information is or becomes public knowledge as a result of Buyer's actions or (ii) as required by law.

## **20. ENVIRONMENTAL PROVISION**

- 20.1. *Environmental Provision – General.* Seller represents and warrants to the best of Seller's knowledge that the Property is free of hazardous substances as of the Effective Date of this Agreement, and to the best of Seller's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. The Parties agree that each will be responsible for compliance with any and all environmental laws, including any rules, regulations, guidelines, standards, or policies (collectively, "**Environmental Laws**") of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property during the term of this Agreement.
- 20.2. *Environmental Indemnity.* The Parties agree to hold harmless and defend the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any Environmental

Laws, or (ii) any environmental conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party. The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section will survive the expiration of this Agreement.

## **21. FURTHER DOCUMENTATION**

- 21.1. The Parties shall, in good faith and in a timely manner, execute such additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement and to further the development of Buyer's intended use of the Property.

## **22. SOLAR RIGHTS**

- 22.1. The Parties understand and acknowledge that Buyer shall be making application for solar rights pursuant to 47-3-1 through 47-3-5 NMSA (2007) once the Seller has sold the Property to Buyer.

## **23. COSTS, FEES, PRORATIONS & APPORTIONMENT**

- 23.1. *Costs – General.* Unless otherwise specified in this Agreement, each Party shall be responsible for their own costs associated with this transaction.
- 23.2. *Ad Valorem Taxes.* All ad valorem taxes shall be prorated through closing.
- 23.3. *Special Assessments.* All special assessments will be paid by Seller.
- 23.4. *Broker or Agent Costs.* If any Party has employed the services of a real estate broker or agent in connection with the Property, the Party retaining or employing such broker or agent shall pay any and all such broker or agent fees or expenses outside closing. Seller shall indemnify and hold Buyer harmless from and against any and all claims for broker's or agent's commissions made by any other party claiming through Seller. Buyer confirms that Buyer has employed the services of John Tekin and will be responsible for any fee due to Mr. Tekin.
- 23.5. *Buyer Costs.* Buyer will be responsible for paying for all costs associated with any Due Diligence initiated by Buyer. However, Buyer



shall not be obligated to pay for any costs associated to cure any environmental, land, or title defects that may be uncovered by Buyer's Due Diligence unless otherwise specifically agreed to in writing by the Parties. Buyer shall pay the cost for deleting any exceptions to the standard ALTA Title Insurance Policy and for any endorsements thereto.

23.6. *Seller Costs.* Seller will satisfy in full any and all encumbrances, mortgages, judgments or liens on the Property that are of record or otherwise known to Seller on or prior to closing unless otherwise specifically agreed to in writing by the Parties. Seller will pay the cost of the standard ALTA Title Insurance Policy in the amount of the Purchase Price.

## **24. FAILURE TO CLOSE**

24.1. If Seller wrongfully fails to close this transaction for any reason, except as provided in this Agreement, and if Buyer has fully performed or tendered performance of all the obligations of Buyer as provided in this Agreement, then Buyer either (i) may specifically enforce performance of this Agreement; or, (ii) on demand by Buyer, the Earnest Money Deposit will be paid to Buyer by Seller, and Buyer may pursue any other remedy available at law or in equity, including the recovery of reasonable costs and attorney's fees.

24.2. If Buyer wrongfully fails to close this transaction for any reason, except as provided in this Agreement, and Seller has fully performed or tendered performance of all the obligations of Seller as provided in this Agreement, then the Earnest Money Deposit will be forfeited as liquidated damages and will be kept by Seller as the only remedy of Seller, and Seller and Buyer will have no further rights obligations, or liabilities to each other as provided in this Agreement.

## **25. ASSIGNMENT**

25.1. Buyer may transfer, assign or convey any interest under this Agreement without obtaining the prior written consent of Seller.

## **26. INDEMNIFICATION**

26.1. *Seller's Indemnity.* If this transaction is closed, Seller will indemnify, defend and hold Buyer harmless, to the extent allowable by law, against:

- a. All liabilities and obligations of Seller and the agents or employees of Seller, of any nature whether accrued, absolute, contingent, or otherwise

arising out of the ownership of the Property by Seller before Closing, except for the Assumed Obligations after Closing.

- b. Any damage or deficiency resulting from any misrepresentation, omission, breach of warranty, or non-fulfillment of any agreement on the part of Seller as provided in this Agreement, or from any misrepresentation in or omission from any affidavit or other instrument furnished or to be furnished by Seller to Buyer as provided in this Agreement.
- c. All liabilities, obligations, claims demands, losses, damages, interest, actions, suits, proceedings assessments, judgments, costs and expenses, including reasonable actual fees of lawyers ("Indemnity Losses") incurred or suffered by Buyer, incident to any of the above matters or the establishment by Buyer of the right of Buyer to indemnity from Seller.

26.2. *Reimbursement of Buyer.* Seller will reimburse Buyer, on demand, for any payment made at any time by Buyer with respect to any Indemnity Losses to which the above indemnity by Seller relates.

26.3. *Buyer's Indemnity.* If this transaction is closed, Buyer will indemnify, defend and hold Seller harmless, to the extent allowable by law, against:

- a. All liabilities and obligations of Buyer and the agents or employees of Buyer, of any nature, whether accrued, absolute, contingent or otherwise arising out of (i) the ownership of the Property by Buyer after Closing, or (ii) the failure of Buyer to pay or perform the Assumed Obligations after Closing.
- b. Any damage or deficiency resulting from any misrepresentation, omission, breach of warranty, or non-fulfillment of any agreement on the part of Buyer as provided in this Agreement, or from any misrepresentation in or omission from any affidavit or other instrument furnished or to be furnished by Buyer to Seller as provided in this Agreement.
- c. All Indemnity Losses incurred or suffered by Seller, incident to any of the above matters or the establishment by Seller of the right of Seller to indemnity from Buyer.

26.4. *Reimbursement of Seller.* Buyer will reimburse Seller, on demand, for any payment made at any time by Seller with respect to any Indemnity Losses to which the above indemnity by Buyer relates.

## **27. EXCLUSIVE AGREEMENT**

27.1. *This Agreement shall constitute an exclusive arrangement between the Parties, and from and after the Effective Date of this Agreement, the Seller, its agent, affiliate, employee, contractor, or representative, shall not negotiate for or otherwise deal in the sale, purchase, or lease of the Property with any person or entity while this Agreement is in effect.*

## **28. BINDING EFFECT**

28.1. All rights and obligations of the Parties hereunder shall bind and inure to the benefit of their respective heirs, personal representatives, successors and assigns.

## **29. NATURE AND SURVIVAL OF REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

29.1. All statements contained in this Agreement or in any affidavit or other instrument delivered by or on behalf of Seller as provided in this Agreement, or with respect to this transaction, will be deemed representations and warranties made by Seller. All statements, representations, warranties and agreements including indemnification agreements made by Seller or Buyer, as the case may be, in this Agreement, or as provided in this Agreement, will survive Closing.

## **30. WAIVER; REMEDIES**

30.1. No waiver of any default as provided in this Agreement or delay or omission in exercising any right or power of Seller or Buyer will be considered a waiver of any other default as provided in this Agreement. No exercise or failure to exercise any right or power of Seller or Buyer as provided in this Agreement will be considered to exhaust that right or power. Except as specifically provided in this Agreement, the exercise of or failure to exercise any one of the rights or remedies of Buyer or Seller as provided in this Agreement will not be deemed to be instead of or a waiver of any other right or remedy as provided in this Agreement or available at law or in equity.

## **31. ENTIRE AGREEMENT**

31.1. This Agreement contains the entire agreement of the Parties and supersedes all prior agreements, representations, statements and negotiations between the Parties. This Agreement may be modified only in writing and signed by both the Parties.

### **32. GOVERNING LAW**

32.1. This Agreement shall be governed by the laws of the State of New Mexico.

### **33. WARRANTY OF AUTHORITY**

33.1. By signing this Agreement, the following signatories represent and warrant that they have full and complete authority to enter into this Agreement and any other agreement(s) or document(s) associated with this Agreement.

### **34. COUNTERPARTS**

34.1. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes and all such counterparts shall collectively constitute one agreement.

### **35. NOTICES**

35.1. All notices or other communications required or permitted by this Agreement shall be in writing and either, (i) personally delivered, (ii) delivered by reputable overnight courier, (iii) sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the Parties at the addresses set forth below (or any other address that the party to be notified may have designated to the sender by like notice), or (iv) sent by facsimile with written confirmation back. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the delivery date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notices sent by facsimile shall be deemed given on the first business day following the facsimile confirmation date. Notice of change of address shall be given immediately and by written notice in the manner detailed in this Section.

If to Seller: Cecilia C' de Baca, Trustee  
The Cecilia R. C' de Baca Revocable Trust  
1445 Montiano Loop  
Rio Rancho, NM 87124  
Telephone: (\_\_\_\_) \_\_\_\_\_

If to Buyer: Affordable Solar  
4840 Pan American Frontage Rd N  
Albuquerque, NM 87109  
Telephone: (505) 944-4220

With copy to: Select ROW  
Attn: John Tekin  
PO Box 688  
Celina, TX 75009  
Telephone: (505) 681-6483  
Facsimile: (505) 212-3692

**36. SATURDAY, SUNDAY, HOLIDAY.**

36.1. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth herein falls on a Saturday, Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

*(Signatures appear on the following page)*



**AGREED.**

**SELLER:**

Cecilia R. C' de Baca Revocable Trust Agreement UTA dtd. June 9, 2000

Signature:  Date: 07/28/2021  
Cecilia C' de Baca, Trustee

**BUYER:**

Affordable Solar Installation, Inc., a New Mexico corporation

By:  (Pr

Its:  (Pr

Signature:  Date: 7/31/2021 | 8:47 AM CDT

**EXHIBIT A**  
**Survey or Drawing**

## EXHIBIT B

### Legal Description

Subd: LAND OF CECELIA DE BACA Tract: 4A1D 15.23 AC 2001 REV D-4-14 (Parcel No. -005-028-025-160-000000) and Subd: LAND OF CECELIA DE BACA Tract: 4A1E 17.13 AC 2001 REV D-4-14 REV# 2001-TR-13 (Parcel No. 1-005-028-025-105-000000), Valencia County, New Mexico

EXHIBIT C

Form of Letter of Agency

Valencia County  
Attn: Public Works Department  
1209 Highway 314  
Los Lunas, NM 87031

**RE: Letter of Agency**

To Whom It May Concern:

I, Cecilia C' de Baca, am the trustee of The Cecilia R. C' de Baca Revocable Trust Agreement UTA dtd. June 9, 2000 (the "Trust"), which is the owner of the real property shown and described on the attached Exhibit A and Exhibit B ("Property"), which is currently under contract for sale to Affordable Solar Installation, Inc. ("ASI").

On behalf of the Trust, I hereby authorize ASI, Select Properties, Inc., d/b/a Select ROW, and its agents to make such filings and submittals to Valencia County, and such other governmental departments and agencies as necessary to obtain the approvals for the intended use of the Property, including any re-zoning, vacations, or replat of the Property.

If you have any questions or concerns, please contact me at ( 505 ) 350-4456.

Sincerely,

THE CECILIA R. C' DE BACA REVOCABLE TRUST AGREEMENT UTA DTD. JUNE 9, 2000

By:



07/28/2021

Cecilia C' de Baca, Trustee



**NEW MEXICO ASSOCIATION OF REALTORS®**  
**GENERAL AMENDMENT No. 1 (One) - 2020**

This Amendment is part of the Purchase Agreement (the "Agreement")  
 dated \_\_\_\_\_, between Affordable Solar  
 and Cecilia C' de Baca, Trustee The Cecilia R. C' de Baca Revocable Trust  
 relating to the following Property: \_\_\_\_\_

Subd: <u>LAND</u>	<u>Belen</u>	<u>NM</u>	<u>87031</u>
Address	City	State	Zip Code
Subd: <u>LAND OF CECELIA DE BACA Tract: 4A1D 15.23 AC 2001 REV D-4-14 (Parcel No. -005-028-025-160-0000</u>			
Legal Description			

or see metes and bounds description attached as Exhibit -, Valencia County, New Mexico. The Agreement is

changed as follows:

1. Title company to be First American Title escrow officer to be Lisa Chavez.

2. Seller address is \_\_\_\_\_  
 End of amendment.

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR Forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.





**NEW MEXICO ASSOCIATION OF REALTORS®**  
**GENERAL AMENDMENT No. 1 (One) - 2020**

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If there is any conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment will control. The remaining provisions of the Agreement will remain in effect.

**BUYER/TENANT/BROKER SIGNATURE**

Signature  Date 7/31/2021 | 8:47 AM EDT Time EDT

Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

**SELLER/LANDLORD/OWNER SIGNATURE**

Signature  Date 07/28/2021 Time 11:54 PM

Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

EXHIBIT C

Form of Letter of Agency

Valencia County  
Attn: Public Works Department  
1209 Highway 314  
Los Lunas, NM 87031

**RE: Letter of Agency**

To Whom It May Concern:

I, Cecilia C' de Baca, am the trustee of The Cecilia R. C' de Baca Revocable Trust Agreement UTA dtd. June 9, 2000 (the "Trust"), which is the owner of the real property shown and described on the attached Exhibit A and Exhibit B ("Property"), which is currently under contract for sale to Affordable Solar Installation, Inc. ("ASI").

On behalf of the Trust, I hereby authorize ASI, Select Properties, Inc., d/b/a Select ROW, and Marble Enterprises, LLC and its agents to make such filings and submittals to Valencia County, and such other governmental departments and agencies as necessary to obtain the approvals for the intended use of the Property, including any re-zoning, vacations, or replat of the Property.

If you have any questions or concerns, please contact me at (505) 350-4456.


Sincerely,

THE CECILIA R. C' DE BACA REVOCABLE TRUST AGREEMENT UTA DTD. JUNE 9,  
2000

By:  07/28/2021  
Cecilia C' de Baca, Trustee MDT

Account: R124527

Location		Owner Information	Assessment History		
Situs Address		Owner Name C DE BACA CECILIA R TRUSTEE	Actual Value (2021)	\$10,662	
City		In Care Of Name CECILIA R C DEBACA TRUST	Primary Taxable	\$3,554	
Tax Area BN02_NR - BN02_NR		Owner Address 1445 MONTIANO LOOP	Tax Area: BN02_NR	Mill Levy:	
Parcel Number 1-005-028-025-160-000000		RIO RANCHO, NM 87124	26.877000		
Legal Summary Subd: LAND OF CECELIA			Type	Actual	Assessed Acres
DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14			Non-		
Code 700 - DO NOT PRINT NOV			Residential	\$10,662	\$3,554 15.230
Appraiser STARRY			Land		

Tax History		Images	
Tax Year	Taxes	<ul style="list-style-type: none"><li><a href="#">GIS</a></li></ul>	
2021	\$96.42		
2020	\$96.42		

Special assessments exist for 2021 and 2020

MESA ALTA RD

VIENTO RD

# NOTICE OF PUBLIC HEARING

## COMMISSION CHAMBERS

444 Luna Ave, Los Lunas, NM 87031

June 28, 2022

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 [www.co.valencia.nm.us](http://www.co.valencia.nm.us).

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 [planning.zoning@co.valencia.nm.us](mailto:planning.zoning@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, JUNE 28, 2022 at 3:00 p.m.** to consider the following request:

- **SFOZ #2022-059** Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF CECILIA DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001. **Located in District 3, P&Z Commissioner Moran, BoCC Hyder.**
- **SFOZ #2022-060** Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF CECILIA DEBACA Tract: 4A1E 17.13 AC 2001 REV D-4-14 REV #4 2001-TR-13. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001. **Located in District 3, P&Z Commissioner Moran, BoCC Hyder.**

**ALL MEMBERS OF THE PUBLIC WILL BE ABLE TO ATTEND AND LISTEN TO THE MEETING VIA FACEBOOK LIVE AT THE FOLLOWING LINK:** <https://www.facebook.com/VCAAdminandGov/>

If you are unable to be at the meeting in person and would like to comment on cases, please email [planning.zoning@co.valencia.nm.us](mailto:planning.zoning@co.valencia.nm.us) or call at 505-866-2050  
Please include the case number in your correspondence.



AccountNum	Owner	OwnerAddre	
R124528	EVEREST ELIZABETH L A CDEBACA	8521 R DRIVE SOUTH UNION CITY, MI 49094	SFOZ #2022-059
R124523	C DE BACA CECILIA R TRUSTEE	1445 MONTIANO LOOP RIO RANCHO, NM 87124	SFOZ #2022-059
R181915	TADIAN JOELLA G	PO BOX 462 PERALTA, NM 87042	SFOZ #2022-059
R172703	MARTINEZ ELEAZAR & MARTINEZ NANCY	4033 PASEO VISTA PL NE RIO RANCHO, NM 87124-4528	SFOZ #2022-059
R132215	ARAGON RAMONA GONZALES	PO BOX 866 BELEN, NM 87002	SFOZ #2022-059
R132216	CANDELARIA MARY ANN	8100 WYOMING BLVD NE SUITE M4-762 ALBUQUERQUE, NM 87113	SFOZ #2022-059
R132217	TRUJILLO ANNA M & KENNETH J	280 CALLE DE WENCES LOS LUNAS, NM 87031	SFOZ #2022-059
R132218	ARAGON JANNETTE R	1350 DAY RD GILROY, CA 95020	SFOZ #2022-059
R158528	ATENCIO ALONZO G	4020 COLINA ROJA LANE NE RIO RANCHO, NM 87124	SFOZ #2022-059
R080506	JOHNSON R SAMUEL	233 16TH ST NW ALBUQUERQUE, NM 87104	SFOZ #2022-059
R074903	KIMSEY JERRY & PATTERSON DONNA P	75 GREER ROAD BELEN, NM 87002	SFOZ #2022-059
R072256	VALLES MARTIN SERNA	312 CAMINO TRES SW ALBUQUERQUE, NM 87105	SFOZ #2022-059
R211990	SANCHEZ PERRI V & SANCHEZ JOSEPHINE L	PO BOX 1173 BELEN, NM 87002	SFOZ #2022-059



## VALENCIA COUNTY PLANNING & ZONING COMMISSION

### **AGENDA**

Tuesday June 28, 2022

3:00 pm

Valencia County Administration Building  
Commission Chambers  
444 Luna Ave, Los Lunas, NM 87031

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of the May 2022 Planning & Zoning Commission Minutes
- 5) Staff Reports
- 6) Swearing-In of Participants
- 7) **Action Item(s)**

- A. Solar Field Overlay Zone #2022-058 (District I, P&Z Commissioner Aguilar, BoCC Saiz)**  
*Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LANDS OF HUNING LIMITED PARTNERSHIP Tract: 3, 661.54 AC, PLAT M-491. Located North of the railroad crossing at Highway 6, Los Lunas, NM 87031, Zoned Outland District (OD), filed in the Office of the Valencia County Clerk, Plat M-491, 2022.*
- B. Solar Field Overlay Zone #2022-059 (District III, P&Z Commissioner Moran, BoCC Hyder)**  
*Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF CECELIA DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001.*
- C. Solar Field Overlay Zone #2022-060 (District III, P&Z Commissioner Moran, BoCC Hyder)**  
*Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF CECELIA DEBACA Tract: 4A1E 17.13 AC 2001 REV D-4-14 REV #4 2001-TR-13. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001.*
- D. Solar Field Overlay Zone #2022-061 (District III, P&Z Commissioner Moran, BoCC Hyder)**  
*Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF ARROYO RANCH PARTNERSHIP Tract: A 1646.65 AC 1999 REV. Located East of Blue Lace Rd., Belen, NM 87002, Zoned Outland District (OD).*



## **Planning & Zoning Commission Meeting June 28, 2022**

### **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: June 28, 2022

---

**Request Title:** Request for a Solar Field Overlay Zone on the property located at Subd: LAND OF CECILIA DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001. (Select ROW) **Application: SFOZ #2022-059**

**Legal Description:**

**SFOZ #2022-059** Subd: LAND OF CECILIA DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001.

**Request Description:** The property owners are requesting a Solar Field Overlay Zone.

**Background:** The property owner has requested to come before the board to request a Solar Field Overlay Zone. Departmental reviews were requested by Planning & Zoning, please refer to appendix seven in your packet for comments.

**Analysis:** This request is for a Solar Overlay Zone on a property zoned Rural Residential 1 (RR-1). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a Solar Field Overlay Zone within Sections 154.154 of the Valencia County Zoning Code.



**Valencia County  
Planning and Zoning Commission**

**Agenda Request Form**

MEETING DATE: June 28, 2022

---

**Request Title:** Request for a Solar Field Overlay Zone on the property located at Subd: LAND OF CECILIA DEBACA Tract: 4A1E 17.13 AC 2001 REV D-4-14 REV #4 2001-TR-13. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001. (Select ROW) **Application: SFOZ #2022-060**

**Legal Description:**

**SFOZ #2022-060** Subd: LAND OF CECILIA DEBACA Tract: 4A1E 17.13 AC 2001 REV D-4-14 REV #4 2001-TR-13. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001.

**Request Description:** The property owners are requesting a Solar Field Overlay Zone.

**Background:** The property owner has requested to come before the board to request a Solar Field Overlay Zone. Departmental reviews were requested by Planning & Zoning, please refer to appendix seven in your packet for comments.

**Analysis:** This request is for a Solar Overlay Zone on a property zoned Rural Residential 1 (RR-1). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a Solar Field Overlay Zone within Sections 154.154 of the Valencia County Zoning Code.





## Valencia County Planning and Zoning Commission

### Agenda Request Form

MEETING DATE: June 28, 2022

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#### **§ 154.105 RURAL RESIDENTIAL DISTRICTS (RR-1, RR-2).**

##### **(A) Purpose.**

(1) The purpose of the Rural Residential Districts is to provide for varying densities of rural residential development on selected lands identified in the comprehensive plan for preservation of low density rural living.

(2) The RR Districts are intended to accommodate rural residential development at an anticipated magnitude or density level that does not require more than a very basic level of services, such as single local-road access, individual domestic wells and septic tank sewage-disposal systems, and rural fire protection. Ultimate density limitations in the RR District shall be determined by prevailing lot sizes community character, compatibility with existing uses in the district, limitations of domestic water sources, soil conditions and groundwater tables for subsurface sewage disposal, and area designations identified in the Valencia County comprehensive plan. Opportunities for small-scale or intensive farm activities compatible with low density rural residential uses shall be encouraged in the RR Districts.

**(B) Permitted uses.** In the RR Districts, the following uses shall be permitted subject to the standards and limitations set forth in division (F) below:

- (1) Farm uses, subject to the limitations in division (F) below;
- (2) One principal dwelling per parcel;
- (3) Accessory uses;
- (4) **HOME OCCUPATION**, as defined by this chapter, subject to the standards and limitations set forth in § [154.168](#).
- (5) Signs, pursuant to the sign provisions set forth in § [154.166](#);
- (6) Public facilities;
- (7) Community or municipal water-supply system; and
- (8) Community or municipal sanitary-sewer system.

**(C) Conditional uses.** In the RR Districts, pursuant to the Type B application procedure set forth in § [154.076](#), and subject to the conditional use review criteria listed in § [154.057](#), and any other applicable criteria established by this chapter, the following uses may be allowed conditionally:

(1) Temporary secondary mobile home or residential trailer dwelling, in conjunction with a principal dwelling on the same parcel, only for family members requiring special care, subject to the following:

(a) The family member requiring special care is aged, infirm or who, for health-related reasons, is incapable of maintaining a complete separate residence;

(b) The permit for the temporary home for special care shall be valid for a period of 2 years or shorter period as the Zoning Department determines to be appropriate, provided, however, that the permit may be revoked by the Department at any time if any of the reasons for which the permit was granted are no longer applicable, or if any imposed condition is violated;



## Valencia County Planning and Zoning Commission

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(c) The permit for the temporary home for special care shall be granted to the applicant only and shall not be deemed to run with the land; and

(d) Under any circumstances, a second dwelling under this section, and in any RR Districts shall not be approved if the net size of the parcel for the principal dwelling is less than 0.76 acres in size.

(2) Home occupation where the business includes visits to the site from clients, customers, patients, patrons, or similar individuals. Such home occupations may allow for employment of UP to two non-family members and may be approved for a period of time not to exceed two years, and are subject to the standards and limitations set forth in [§ 154.168](#);

(3) Kindergarten, day nursery, or day care facility in conjunction with a principal dwelling on the same parcel, subject to the standards for day care facilities set forth in [§ 154.169](#);

(4) Utility facility, with the exception of energy generation facilities, subject to §§ [154.035](#) through [154.040](#) for site design review;

(5) (a) Temporary structures as may be required during construction of an authorized permanent structure.

(b) The temporary structure shall be removed upon final inspection of the permanent structure by the Building Inspector.

(c) Temporary structures under this subsection shall be reviewed under the Type A application procedure as described in [§ 154.075](#) of this chapter;

(6) Temporary sales offices for permitted uses, pursuant to the Type A application procedure set forth in [§ 154.075](#) and subject to [§ 154.056](#) for temporary permits;

(7) Public or private school, including all buildings essential to the operation of a school, subject to §§ [154.035](#) through [154.040](#) for site design review;

(8) Church, subject to §§ [154.035](#) through [154.040](#) for site design review; and

(9) Clubs and lodges, subject to §§ [154.035](#) through [154.040](#) for site design review.

**(D) Prohibited uses.**

(1) Uses of land and water not specifically mentioned in this section shall be prohibited in the RR Districts.

(2) Cluster developments and parcel averaging shall not be permitted in the greenbelt as defined in this chapter and in the comprehensive plan.

(3) Recreational vehicles (RVs) shall not be used as primary residences in any Rural Residential (RR) District.

**(E) Non-conforming uses.** Non-conforming uses found in the RR Districts are subject to the non-conforming use provisions of [§ 154.059](#) as well as any other applicable provisions of this chapter.

**(F) Standards and limitations.** In the RR Districts, the following standards and limitations shall apply:



Valencia County  
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(1) *Dwelling density.*

(a) *Dwelling density for permitted uses.*

1. The maximum overall dwelling density for any new development shall not exceed:

- a. One dwelling per 2 acres net in the RR-2 District; and
- b. One dwelling per 1 acre net in the RR-1 District.

2. Not more than 1 principal dwelling shall be permitted on any parcel, except in the case of clustering development and as follows:

- a. One duplex may be allowed on any 4 acre parcel in the RR -2 District;
- b. One duplex may be allowed on any 2 acre parcel in the RR-1 District.

3. For the division of any contiguous lands under the same ownership or under a common promotional plan, parcel sizes may be averaged if the tract to be averaged under this section is at least 10 acres, and provided that the maximum overall net density of the applicable RR Districts are not exceeded, and provided that no parcel shall be below the applicable minimum parcel size established by division (2) below.

(b) *Dwelling density for conditional uses.* Not more than 1 secondary dwelling (other than guest house secondary dwelling) shall be permitted on any parcel.

(2) *Parcel size and dimension.*

(a) *RR-1 District.*

1. *Newly-created parcels.* The maximum depth-to-width ratio for any newly-created parcel shall be 3 to 1. The minimum size of any newly-created parcel shall be 1 acre, exclusive of any easements for public right-of-way and except as follows:

- a. In the case of parcel-size averaging, the minimum parcel size shall be no less than 3/4 of 1 acre, net 32,670 square feet;
  - b. In the case of a duplex, the minimum parcel shall be 1-1/2 acres;
- and

c. In the case of a residential planned development, the minimum parcel size shall be 10 acres prior to a subdivision of the parcel.

2. *Pre-existing lots of record.* Any permitted or conditional use provided for in this district may be established on a substandard pre-existing lot of record, subject to the applicable requirements of this section. In addition, prior to issuance of a building permit for a principal dwelling, the provisions of [§ 154.057](#) shall be satisfied.

(b) *RR-2 District.*

1. *Newly-created parcels.* The maximum depth-to-width ratio for any newly-created parcel shall be 3 to 1. The minimum size of any newly-created parcel shall be 2 acres, except as follows:



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a. In the case of parcel-size averaging, the minimum parcel size shall be 1-1/2 acres;

b. In the case of a duplex, the minimum parcel size shall be 2 acres;  
and

c. In the case of a duplex or multi-family planned development, the minimum parcel size shall be 10 acres prior to a subdivision of the parcel.

2. *Pre-existing lots of record.* Any permitted or conditional use provided for in this district may be established on a substandard pre-existing lot of record, subject to the applicable requirements of this section. In addition, prior to issuance of a building permit for a principal dwelling, the provisions of [§ 154.057](#) shall be satisfied.

(3) *Setbacks.* The following setback requirements apply to all RR Districts unless varied or waived by a planned development, subject to [§ 154.121](#).

(a) *Front yard.* The minimum front yard setback shall be 30 feet except that the minimum setback for all yard signs shall be 5 feet.

(b) *Side and rear yard.* The minimum side and rear yard setbacks shall be 15 feet, except as provided in this section.

(c) An accessory structure not more than 15 feet in height, at least 60 feet from a road, and at least 10 feet from any dwelling may be located a minimum distance of 15 feet from the property line in a side yard or rear yard.

(d) Fences, walls and hedges may be permitted in any required yard or along the edge of any yard, subject to the clear-vision area requirements of division (6) below.

(4) *Parcel coverage.*

(a) For any parcel of 1 acre or more, but less than 10 acres, the maximum parcel coverage shall be 20%.

(b) For any parcel of less than 1 acre, the maximum parcel coverage shall be 15%.

(5) *Access.*

(a) Before a dwelling may be established on any parcel as provided in this section, the parcel shall have a legal, safe and passable means of access by abutting at least 30 feet either directly upon a public road, or by a private easement which is at least 30 feet in width for its entire length and which also abuts upon a public road for at least 30 feet.

(b) Nothing in this section shall be construed to vary or waive the requirements for creation of new access contained in the Valencia County Subdivision Chapter adopted by Valencia County.

(6) *Clear-vision areas.*

(a) A clear-vision area shall be maintained on the corner of any parcel at the intersection of any 2 of the following: county roads; public roads; private roads serving 4 or more parcels; and railroads.



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(b) A clear-vision area shall contain no sight-obscuring structures or planting exceeding 30 inches within a triangle formed by the projected intersection of the right-of-way or public road easement lines on the lot corner nearest the intersection, and the 2 points 20 feet from this corner as measured along the parcel lines adjacent to the intersecting rights-of-way.

(c) Trees exceeding these requirements may be located so that their branches extend into this triangle, provided they are maintained to allow at least 12 feet of visual clearance within the triangle below the lowest hanging branches.

*(7) Height.*

(a) The maximum building height for any dwelling shall be 30 feet;

(b) The maximum building height for all other structure shall be 45 feet, except for accessory structures on any parcel of less than 10 acres the maximum building height shall be 35 feet; and

(c) Appurtenances usually required to be placed above the roof level and not intended for human occupancy such as spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys and wind generators are not subject to the height limitations of this chapter.

*(8) Occupancy of recreational vehicles.*

(a) One recreational vehicle shall be permitted to be parked on any parcel in conjunction with a principal dwelling, and may be used for the temporary accommodation of guests for a period of up to 45 days total in any year.

(b) In no case shall any recreational vehicle be used as a principal dwelling or rented unless and until the necessary permits have been obtained.

*(9) Off-street parking.*

(a) In the RR Districts, prior to establishment of any dwelling, sufficient area must be provided to allow for at least 1 emergency vehicle turnaround; and

(b) Parking requirements for those uses which may generate traffic beyond what is normally expected in the RR Districts, including multi-family dwellings, shall be determined by the Zoning Department subject to the provisions of [§§ 154.035](#) through [154.040](#).

(10) *Livestock.* The keeping of livestock shall be allowed in the RR Districts subject to the following restrictions:

(a) All livestock shall be properly fenced and contained so as to minimize adverse impacts to surrounding property;

(b) There shall be at least 10,000 separate square feet of pervious surface area for each cow, horse or similar animal;

(c) There shall be at least 4,000 separate square feet of pervious surface area for each sheep, goat, pig or similar animal;

(d) There shall be at least 600 separate square feet of pervious surface area in an enclosed structure for poultry or rabbits or similar animals;



#### **§ 154.154 SOLAR FIELD OVERLAY ZONE (SFOZ).**

(A) Purpose. The purpose of the Solar Field Overlay Zone (SFOZ) is to provide flexibility while promoting sustainable development and renewable energy options. This zone is intended as a holding overlay zone to allow for future development of property to occur in an organized and sustainable pattern. SFOZs should:

- (1) Promote the use of underutilized land;
- (2) Further economic development;
- (3) Promote employment opportunities within the county; and
- (4) Help diversify energy production and diversify the local economy.

(B) Submittal requirements. Prior to submitting an application, the applicant shall meet with the County Zoning Administrator to discuss the development concept, the review and approval process and the submittal requirements. The applicant shall prepare a SFOZ site plan application to submit to the Zoning Administrator. The Zoning Administrator shall review the applications and if the submittal is found to be complete and in accordance with the county codes and guidelines the Zoning Administrator shall schedule the application for a citizen review process in accordance with § [154.077](#).

(1) The following information shall be included in the application:

- (a) Legal description of the real property and indication of gross area;
- (b) Nature of the applicant's interest in the land to be developed, and an authorization letter for applicant to act on behalf of property owner if applicant is not the owner;

(c) Site conditions. An analysis of the existing site conditions which indicates at a minimum:

1. Topographic contours with intervals of no more than 2 feet, to a distance to 100 feet beyond the property boundary;

2. Location and extent of major vegetative cover (in any);
3. Location and extent of perennial or intermittent streams and water ponding areas;
4. Access including ingress and egress to adjacent properties and streets;
5. Existing drainage patterns; and
6. Other information considered relevant by the applicant or county staff.

(d) A site plan in accordance with §§ [154.035-154.040](#);

(e) Plans indicating the alignment and sizing of water lines, sanitary sewers, and storm sewer (if any), as well as easements for all utilities. Also indicated shall be the proposed surface drainage patterns;

(f) Preliminary architectural plans indicating the elevations and exterior finishes of proposed buildings (if any);

(g) Decommissioning plan.

1. Financial surety;

2. Applicants for solar electric projects shall provide a form of surety, either through escrow account, bond, or otherwise at the discretion of the county, to cover the cost of removal in the event the county must remove the installation and remediate the landscape, in an amount of 110% of the cost of removal or an amount and form determined to be reasonable by the county, but in no event to exceed more than 125% of the cost of removal and compliance with the additional requirements set forth herein, as determined by the project applicant and the county. Such surety will not be required for municipally, state-owned or publicly regulated facilities. The project applicant shall submit a fully inclusive estimate of the costs associated with removal, prepared by a qualified engineer. The amount shall include a mechanism for calculating increased removal costs due to inflation;

(h) A 3-dimensional model of the proposed solar field, and associated structures, is not required but encouraged as a means of indicating the character of the proposed SFOZ as well as depicting site development relationships.

(2) Public hearing and decision by Planning and Zoning Commission.

(a) Notice of public hearing. The Zoning Administrator shall prepare and publish a notice of public hearing in accordance with § [154.077](#).

(b) Review. In considering the application, the Planning and Zoning Commission shall consider the following: interrelationship with the plan elements to conditions both on and off the property, the impact to the existing and anticipated traffic and parking conditions, pedestrian and vehicular ingress and egress, building location and height, landscaping or re-vegetation as necessary, lighting, grading, signage, screening, setbacks and other related matters.

(c) The Planning and Zoning Commission shall consider oral or written statements from the applicant, the public, county staff or its own members. The Commission may question the applicant and approve, disapprove, or table the SFOZ and site plan. The application may not be continued for more than 2 regular meetings of the Planning and Zoning Commission without the consent of the applicant.

(d) If the Planning and Zoning Commission determines that the proposed SFOZ and site plan will not be detrimental to the health, safety or general welfare of the community nor will overload water/sewer capacities, burden public facilities or services and at the same time is in harmony with the purposes and intent of this subchapter, the Commission may recommend approval of the SFOZ and site plan along with the necessary conditions to fulfill the intent of this subchapter.

(e) The Planning and Zoning Commission shall forward its written recommendation to the County Commission.

(3) Public hearings and decision by the Board of County Commission.

(a) Notice of public hearing. The Zoning Administrator shall prepare and publish a notice of public hearing in accordance with § [154.077](#).

(b) Review. In its deliberations on the proposed SFOZ and site plan, the County Commission shall consider oral or written statements from the applicant, the Valencia County Planning and Zoning Board, the public, county staff or its own members. Following the public hearing, the County Commission may approve the SFOZ and site plan application, approve the applications with modifications or conditions, deny the applications or continue the hearing. The application may not be continued for more than 2 business meetings in succession without the consent of the applicant.

(C) Schedule of solar project.

(1) Upon submittal of the SFOZ, the applicant shall also submit a solar project schedule. The development of the solar field must begin within 24 months of approval by the county of the SFOZ. A request for an extension of the 24 month period within which to commence development may be administratively extended for a 1 year period upon receipt of an application for extension at least 60 days prior to the expiration of the 24 month period for the following reasons:

(a) FERC for tie into the electrical grid approval is not completed if required or prior approval was changed due to changes in Federal or state laws;

(b) Project is subject to a renewal portfolio standard plan, rate case at the NM PRC which has not been heard yet or which has been delayed or postponed or appealed;

(c) Final lender approval if money is being borrowed, via private lending, bonds or the like;

(d) State regulatory laws changed which affected the project, and amended applications or additional documentation is required before the project may begin; or

(e) A new regulatory body which was created at the Federal, state or local level requires additional documentation.

(2) The applicant may propose to develop the solar field in phases. Such phasing schedule will be submitted with the application to the county for review and approval by Board of County Commission.

Each phase will be administratively approved without the consent of the Commission.

(D) Amendments to SFOZ approval.

(1) Minor changes. Minor changes in the location and placement of buildings, structures, or photovoltaic (PV) arrays may be authorized by the Zoning Administrator and where unforeseen circumstances such as engineering requirements dictate such a change provided that such changes or amendments:

(a) Do not substantially alter the road design or layout;

(b) Do not substantially alter the original conditions for approval;

- (c) Involve no changes in permitted use of the property;
- (d) Do not change the general character or content of an approved plan in a material way;
- (e) Have no adverse effect on adjoining or surrounding property;
- (f) Do not result in any substantial change of major external access points;
- (g) Do not decrease the minimum specified yard setback; and
- (h) Have no adverse effects on traffic operations.

(2) Major changes. All changes except minor changes are major changes. Applications for major changes shall follow the procedures for approval of the SFOZ and site plan.

(E) Denial of SFOZ application. If an application for a Solar Field Overlay Zone is denied, no new application for a SFOZ by the same applicant on the same site or portion of the site may be filed prior to 90 days after the date of denial.

(F) General requirements and standards.

(1) Modification of restrictions of the underlying zoning district(s).

(a) A SFOZ may be used to modify the zoning restrictions of the underlying zoning district of a parcel, in accordance with the requirements of this section. The requirements of this section are in addition to the application requirements set forth in §§ [154.077](#) and [154.035](#) through [154.040](#).

(b) The SFOZ designation, if approved by the Board of County Commissioners, shall be considered a holding zone, wherein the underlying zoning of the site shall stay in effect until the removal and reversion of the SFOZ by the Commission. The reversion of the SFOZ shall be conducted in accordance with division (D) and can be submitted by the property owner(s), their representative, or the county.

(2) Ownership. The land proposed for the SFOZ may be owned by multiple owners if all parties with interests in such land execute the SFOZ site plan application. A SFOZ shall not be approved unless the applicant(s) has/have acquired actual ownership or executed a long term lease (10 years or more) for all the property composing the proposed SFOZ.

(3) SFOZ regulations.

(a) Exclusion. Land which is located within the boundary of the Middle Rio Grande Conservancy District defined as the "Greenbelt" is excluded from the SFOZ.

(b) SOLAR FACILITY. A plant where energy is generated by the sun.

(4) Front, rear and side yard building setback regulations. Solar field building setbacks from all property lines which form the perimeter of the boundaries of the SFOZ or from all interior and exterior dedicated street right-of-ways shall be a minimum of 35 feet. This set back may be adjusted by up to 10%.

(5) Operation and maintenance requirements for solar fields. The property shall be maintained by the owner(s) of the property and/or the operators of the solar field in such a way that the property shall be clear of debris, weeds, trash etc. The equipment shall remain in good repair and working order. Malfunctioning, equipment in disrepair or inoperable equipment shall be removed from the property immediately.

(G) Decommissioning. As express conditions of the land use permit, the applicant agrees to the following:

(1) If the applicant ceases operation of the energy project or begins, but does not complete, construction of the project, the applicant shall restore the site according to a plan approved by the SFOZ site plan application. A temporary shutdown of energy production for up to 1 year will not initiate this provision, provided that the temporary shut-down has resulted from the modification of the facility and/or waiting for upgrade requirements to the grid.

(2) At the time of issuance of application for the construction of the solar production facility, the owner shall provide financial security in the form and amount acceptable to Valencia County to secure the expenses of dismantling and removing said structures. Such surety will not be required for municipally, state-owned or publically regulated facilities. A solar energy production facility owner is required to notify Valencia County immediately upon cessation or abandonment of the operation. The owner shall have 12 months in which to dismantle and remove the large solar energy production facility from the property. A solar energy production facility owner may apply for a 90 day extension of the decommissioning time, provided such application is made at least 60 days before the end of the construction in decommission of the plant.

(3) Upon the commencement of the decommissioning process, any land that contains infrastructure that is essential and part of the electric grid, such as a switching station or transmission or transfer station shall remain and be zoned accordingly without any additional Board of County Commission approval. This parcel shall not exceed 10% of the solar project land mass. The remaining land use will revert to the prior zoning prior to the application.

(Ord. 2014-09, passed 12-17-2014)



**VALENCIA COUNTY****COMMUNITY 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**

CONDITIONAL USE: (\$150.00) CU#

VARIANCE: (\$150.00) V#

TEMPORARY USE: (\$150.00) TU#

SIGN PERMIT (\$100.00) SP#

ZONE CHANGE/MASTER PLAN AMENDMENT/OVERLAY ZONE: (\$350.00) ZC#

FILM PERMIT: (\$150.00) TU#

SITE DESIGN REVIEW: (\$350.00 COMMERCIAL / \$750.00 INDUSTRIAL) SDR#

WCF/CO-LOCATION: (\$200.00) WCF#

ALL LAND USE APPLICATIONS MUST INCLUDE A NON-REFUNDABLE REVIEW FEE, SITE PLAN, PROPOSAL LETTER,  
PROPERTY RECORD CARD AND CURRENT ASSESSMENT MAP SHOWING THE PROPERTY AND GENERAL VICINITY

**LEGAL DESCRIPTION** See attached**ZONING:** Rural Residential

OTHER PERMITS ISSUED: V TU CU

TOWNSHIP RANGE SECTION

FLOOD ZONE: BFE:

PERMIT #

MAP BOOK/CABINET PAGE

ELEVATION CERTIFICATE#

LOMA CLOMA CLOM-F

TRACT/LOT BLOCK UNIT

PRE CONSTRUCTION FINAL

APP#:

SUBDIVISION/LANDS OF:

R-124527

**PROPERTY OWNER NAME**

Please see Attached

**PHONE****MAILING ADDRESS****SPACE****CITY****STATE****ZIP****PROJECT LOCATION / SITE ADDRESS:**

See legal description

NMED SEPTIC PERMIT #

**AGENT (IF APPLICABLE):**

Select ROW, Laurie Moyer

(505) 259-0724

**CURRENT USE OF PROPERTY:** Vacant land**BRIEF DESCRIPTION OF REQUEST:**

Solar overlay zone for a solar generation facility. Mesa Community Solar

**OFFICIAL USE ONLY**

APPLICATION RECEIVED BY

DATE:

APPLICATION DEEMED COMPLETE:

DATE:

APPLICATION APPROVED/DENIED:

DATE:

P&amp;Z COMMISSION HEARING DATE:

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.

Laurie Moyer, Agent

Printed Name

Signature

May 19, 2022

Date

**Property Profile** Valencia County

Account: R124527 Tax Year: 2022 Account Type:  
Mill Levy: 26.877000 Version: 01/23/2022 Area ID: BN02\_NR  
Estimated Tax: \$96.42 Parcel: 1-005-028-025-160-000000 Map Number:  
\*This mill levy is from the most recent tax roll Status: Active

**Name and Address Information**

C DE BACA CECILIA R TRUSTEE  
C/O CECILIA R C DEBACA TRUST  
1445 MONTIANO LOOP  
RIO RANCHO, NM 87124

**Property Location**

No Location Information Available

**Legal Description**

Subd: LAND OF CECELIA DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14

**Assessment Information**

2022	Actual	Assessed	Sq Ft	Acres	Taxable
Land	10,662	3,554		15.230	
Improvements					
Exempt		0			
<b>Total</b>	10,662	3,554		15.230	3,554
2021	Actual	Assessed	Sq Ft	Acres	Taxable
Land	10,662	3,554		15.230	
Improvements					
Exempt					
<b>Total</b>	10,662	3,554			3,554

**User Remarks**

## Mesa Community Solar Legal Description

### Legal Description

Parcel Number: 1-005-028-025-000000 & 1-005-028-025-160-000000

Legal Description: LAND OF CECELIA DEBACA Tract: 4A1E 17.13 AC 2001  
REV D-4-14 REV# 2001-TR-13 & LAND OF CECELIA DEBACA

### Property Owner Name and Address:

Cecilia R C De Baca, Trustee  
1445 Montiano Loop  
Rio Rancho, NM 87124



May 19, 2022

Valencia County Planning and Zoning Commission  
Commissioner Mark Aguilar, Chair, District 1  
Commissioner Sue Morgan, Vice Chair, District 3  
Commissioner Ralph Freeman, District 2  
Commissioner Phillip Sublett, District 4  
Commissioner Gabe Trujillo, District 5  
444 Luna Avenue  
Los Lunas, NM 87031

Subject: Mesa Community Solar Center – Zone Change Request and Site Development Plan Approval

Dear Planning & Zoning Commission:

Affordable Solar Group, LLC, a local New Mexico solar developer is seeking approval for a community solar site requiring a solar overly zone change to the existing RR-1 zoning for a parcel of land approximately 31 acres in size in Valencia County. The entire parcel will be used for the solar electric generation station and related facilities. Additionally, Mesa Community Solar Center is seeking Site Development Plan approval for the project.

The Mesa Community Solar Center is located at the Northeast corner of Mesa and Viento Rd. The Mesa Community Solar Center will be situated in the LAND OF CECILIA DEBACA Tract: 4A1E 17.13 AC 2001 REV D-4-14 REV# 2001-TR-13 & LAND OF CECILIA DEBACA of legal description a 1-005-028-025-000000 & 1-005-028-025-160-000000 parcel, consisting of 31 acres. The entire site will be used for the solar facility. When it becomes operational, the Mesa Community Solar Center will benefit Valencia County without additional County outlay.

1. Proposed Use

The proposed Mesa Community Solar Center is a 5 mega-matt solar electric generating station in Valencia County. The generating station is part of the Community Solar Act SB 84 was approved by the New Mexico State Legislature and signed by the Governor in 2021.

2. Reason(s) why the request is being made

The Project allows for Valencia County to have small scale community solar projects for its citizens. The Community Solar Act allows for solar developers to build small, local solar facilities for the community. This program allows all communities, households, businesses that don't have access to solar for a variety of reasons. In SB 84 Community Solar Act expresses the desire to provide solar generation opportunities and additionally states that 30% of the electricity must be reserved for low-income customers and low- income service organizations. Public Regulation

Commission (PRC) drafted rules for the solar program which were completed in April of 2022 which includes a cap on how large the program can be within each utility and other requirements for utilities, developers, and subscribers. More regulations and process are being developed currently. By subscribing to this program, the subscriber receives credit on their electric utility bill for the electric power produced from their portion of the solar site/center and therefore reduces their electric bill.

### 3. Request Meets Criteria

The Zone change request meets the following criteria listed in the Zoning Ordinance:

A. *The proposed change is consistent with the goals, policies and any other applicable provisions of the Comprehensive Plan*

Applicant response:

- The solar overlay zone change is consistent with the Valencia County Comprehensive Plan and will comply with all current County codes and regulations.
- The proposed site is not located on agricultural land thereby protecting agricultural resources in the County.
- Goal J states: "Steer urbanizing development to areas where adequate infrastructure, utilities and public services are available." The proposed project is sited at a good locale with proximity to electric facilities and good solar exposure which provides adequate infrastructure.

B. *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 availability of utilities and services likely to be needed by the anticipated uses in the proposed district.*

• Applicant response:

The site is in a Rural Residential (RR-1). The use of the site for a solar generating station is low to no impact for additional development in the area.

C. *The proposed change enhances the County's protection of public health, safety and welfare for Valencia County.*

• Applicant response:

Valencia County benefits from this project in the area because of the new property tax benefits without requiring any expenditure by the County. This project also allows citizens of Valencia to easily secure solar energy and reduce their electric bills.

### 4. Site Details

a. Total acreage: 31 acres

Legal Description: LAND OF CECILIA DEBACA Tract: 4A1E 17.13 AC 2001 REV D-4-14

REV# 2001-TR-13 & LAND OF CECILIA DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14

Ownership: Cecilia C'De Baca, Trustee of the Cecilia R. C'De Baca Revocable

Development Area: 31 acres

b. Access

Roads in the area include as Camino Del Llano, Mesa and Viento Rd. Access will be taken Viento Rd. An access driveway 25 feet in width is proposed into the site with a locked



entrance swing-gate approximately 25 feet in width. The surface of the access drive will be base course.

For public safety and security purposes, the solar generating station will be enclosed by a chain link security fence 8 feet in height with an additional foot consisting of 3 strands of barbed wire on top and concertina wire at the foot.

- c. Utilities
  - i. Septic/sewer  
No septic/sewer is needed.
  - ii. Water lines  
No water lines are needed.
  - iii. Gas  
No gas lines are needed
- d. Drainage
  - i. Proposed Drainage Management Plan  
Applicant has submitted a Grading and a Drainage Plan to Valencia County.

#### 5. Potential Impacts

- a. Noise  
The project does not create any noise beyond the property lines.
- b. Odors  
No odors are created
- c. Traffic  
During construction, traffic will temporarily increase as vehicles hauling equipment and supplies and worker's vehicles access the site. The generating station is designed to be operated remotely; therefore, approximately one vehicle per week will access the generating station after construction is complete and the generating station becomes operational. Any other traffic would be for any emergencies at the site.
- d. Potential Health Effects  
There are no health effects from the site
- e. Quality of Life Impacts  
The electric power generation industry is a major contributor to our quality of life in the United States. Reliable electric service is essential to modern living and improves everyone's quality of life. In addition, safe, reliable electric power is a cornerstone of community growth and economic development. Solar energy is the latest generating station to the electric power mix. It is important to the health, welfare, and safety of its citizens.

#### 6. For Proposed Commercial Uses and Home Occupation Requests

- a. Type of business  
Solar electric generating station
- b. Hours and Days of Operation  
The generating station operates constantly when the sun is shining.
- c. Number of Employees  
One permanent job will be created for the solar sites and 20 plus temporary employees during construction.

d. Anticipated Traffic/Cientele

Existing daily traffic in the vicinity is minimal. A temporary increase in traffic will occur during construction. When the generating station is operational, it is anticipated that traffic will diminish and be like pre-construction levels. Approximately one vehicle per week will access the solar generation station.

7. Other Factors Relevant to the Request

- Schedule of expected development of the solar generating station is expected to begin in mid-2023 with construction lasting 9 to 12 months. An in service or operational date is in 2024. Schedule is dependent on the NM Public Regulation Commission (PRC) completes its proposed rules and selections.
- Distributed area will be reseeded with native grasses
- Signage at the generating station will include a standard 4 feet x 4 feet in size at the entry to the station.
- The project will commit to using cost-competitive local materials.

In summary, this project is necessary to provide all Valencia County citizens with the opportunity to purchase solar power individually to reduce their electric bill. This construction of this solar generating station and its solar power is being provided by a local New Mexico company. Please contact me at (505) 259-0724 if you have any questions or need additional information.

Sincerely

A handwritten signature in black ink that reads 'Laurie Moyer'.

Agent

Enclosures:

Application  
Mesa Community Solar Center and Vicinity  
Adjacent Ownership Map  
Site Plan  
Solar Tracking System Diagram  
Site Development Plan (sheets: Site Plan, Grading Plan, Drainage Plan),  
Proof of ownership letter  
Agent's Letter  
Assessor's Property Record Card

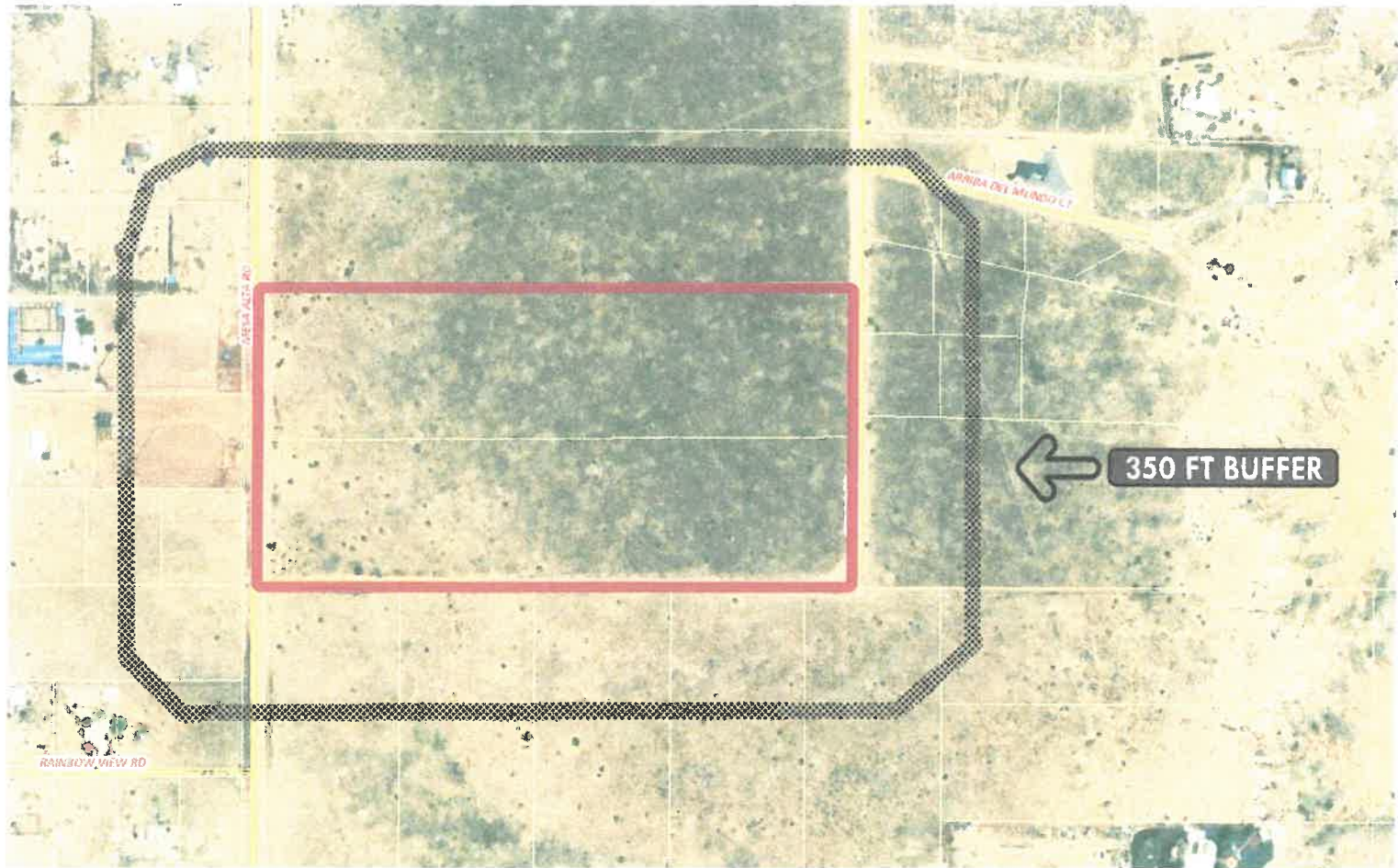


# C D Baca Trust





# OWNERSHIP PROPERTY LINES AND BUILDING LOCATIONS WITHIN 350 FEET OF PARCEL



NAME	UPC	OWNER #	ACCOUNT #
PADILLA ERIN	1005028132209000000	29895	R172699
SANCHEZ BRIAN	1005028120195000000	364213	R172701
MARTINEZ ELEAZAR & MARTINEZ NANCY	1005028120170000000	351128	R172703
TADIAN JOELLA G	1005028160100000000	340052	R181915
EVEREST ELIZABETH L A CDEBACA	1005028025200000000	210365	R124528
DEMASTERS KEVIN	1004028470262000000	16252	R190962
3VS LLC	1004028450262000000	29905	R082238
VALLES MARTIN SERNA	1004028470235000000	31196	R072256
KIMSEY JERRY & PATTERSON DONNA P	1004028240264169820	108973	R074903
SANCHEZ PERRI V & SANCHEZ JOSEPHINE L	1004028240264169800	24367	R074902
JOHNSON R SAMUEL	1004028240264170100	114914	R080506
HOWARD JACOB E	1004028466110000000	3556	R213153
ARAGON RAMONA GONZALES	1004028505100000000	304117	R132215
CANDELARIA MARY ANN	1005028010020000000	304118	R132216
TRUJILLO ANNA M & KENNETH J	1005028050020000000	304119	R132217
ARAGON JANNETTE R	1005028085020000000	304120	R132218
ATENCIO ALONZO G	1005028120020000000	19008	R158528
ARMER PRESCILLA	1005028195055000000	342811	R188128



Jerrie Romero <[jerrie.romero@co.valencia.nm.us](mailto:jerrie.romero@co.valencia.nm.us)>

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## Mesa Community Solar Application

1 message

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**Laurie Moya** <[laurie.moya505@gmail.com](mailto:laurie.moya505@gmail.com)>  
To: Jerrie Romero <[jerrie.romero@co.valencia.nm.us](mailto:jerrie.romero@co.valencia.nm.us)>

Thu, Jun 2, 2022 at 2:57 PM

Jerrie,

I do not have a new site plan for Mesa. I'm sorry. Apparently it is on both parcels so I owe you for the second parcel. I would like to be placed last on the agenda for June 28, please. Confirm how you would like me to pay for this.

Laurie

Laurie Moya

505-259-0724

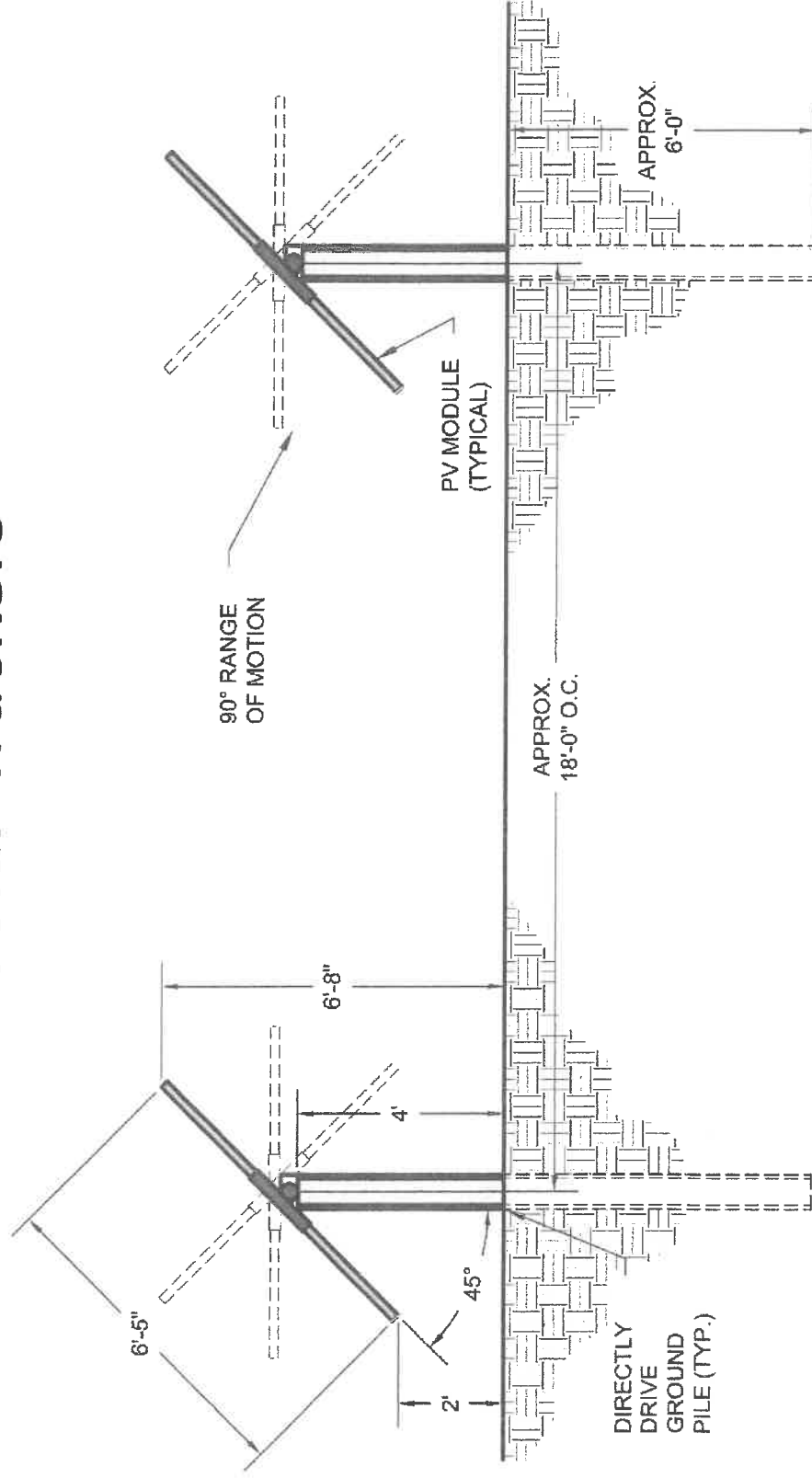
[Lauire.Moya505@gmail.com](mailto:Lauire.Moya505@gmail.com)

Sent from [Mail](#) for Windows



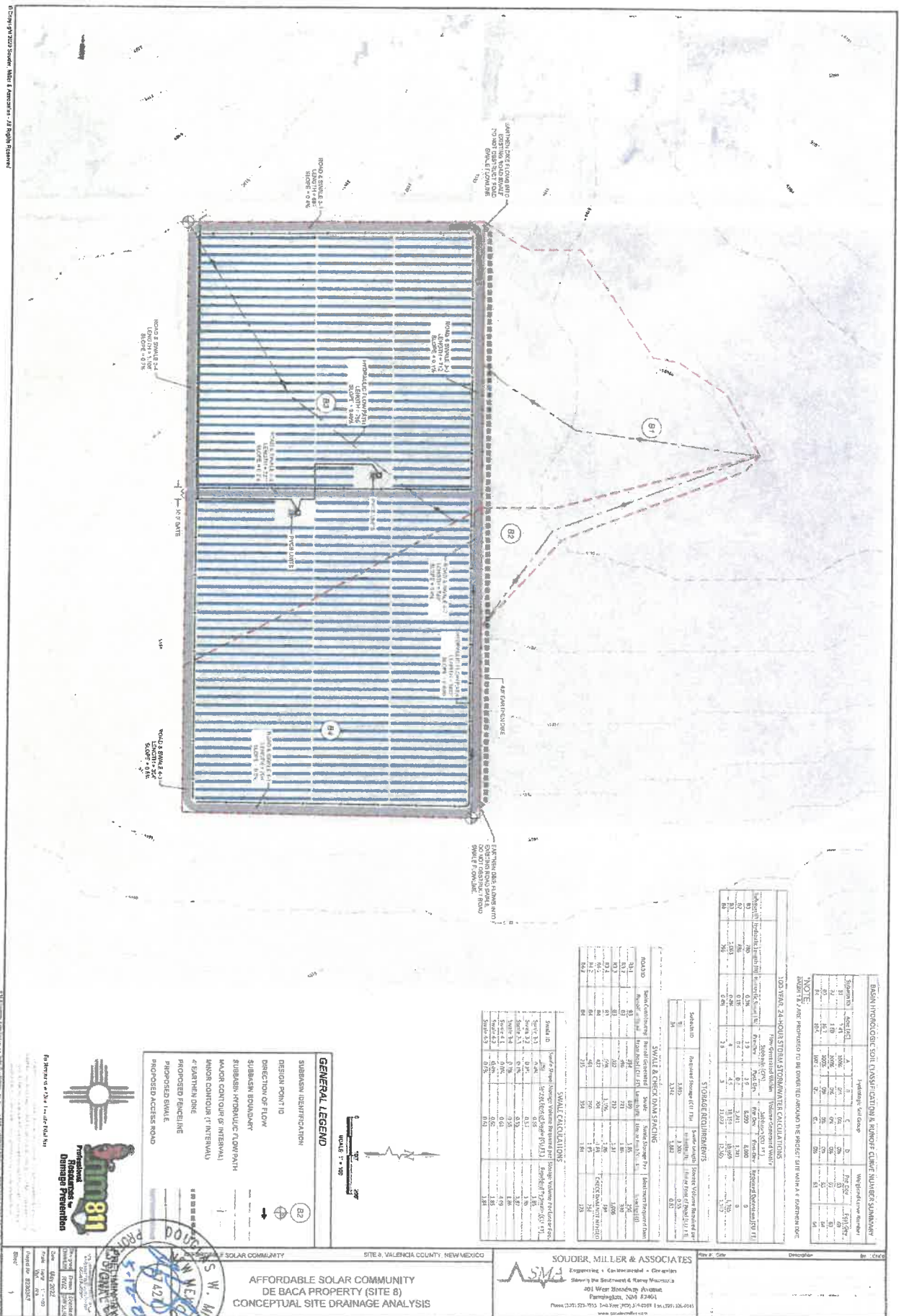


# Solar Trackers

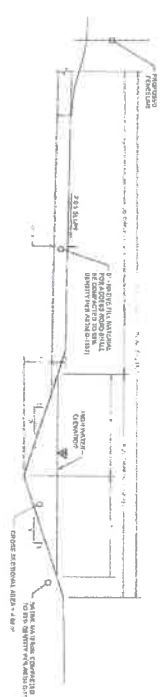


**SINGLE-AXIS TRACKER - SECTION DETAIL**

SCALE: NONE





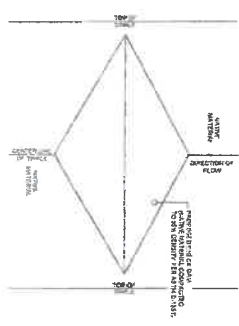


ACCESS ROAD CROSS SECTION A-A'

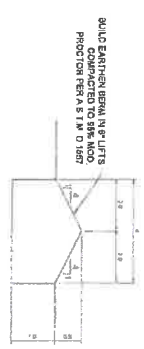
SECTION A-A' CROSS ROAD, 2.5% SLOPE, 10' WIDE SHOULDER, 4' HIGH CURB. ROADWAY TO BE CONSTRUCTED TO 10% SUPER ELEVATION. SEE PLAN FOR LOCATION.



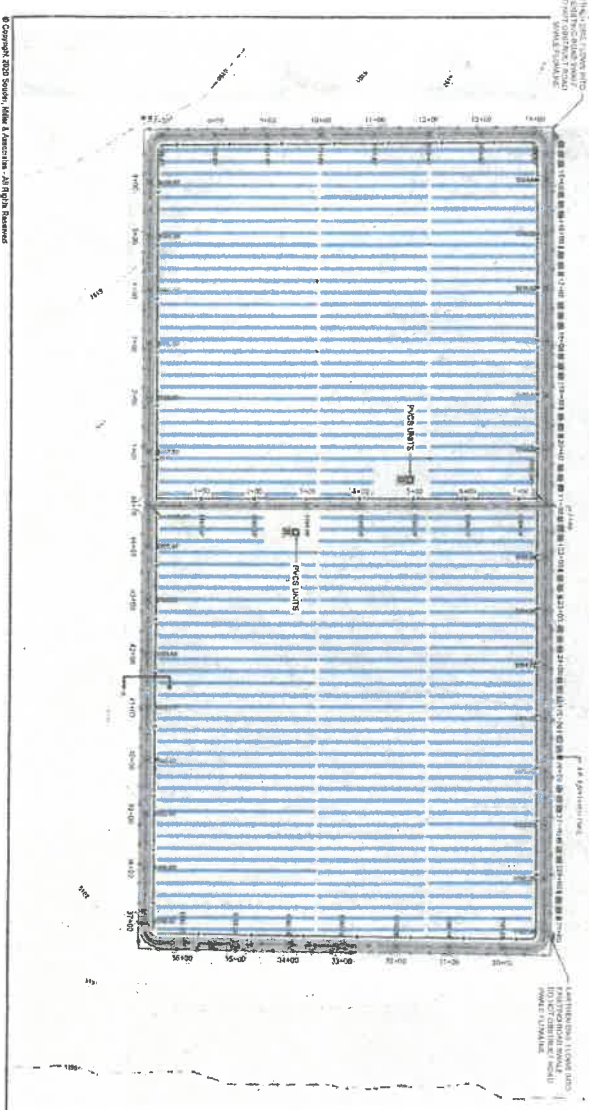
LONGITUDINAL SWALE DETAIL



SWALE AND CHECK DAM PLAN VIEW



4' EARTHEN BERM SCALE 1/8" = 1'-0"



**GENERAL LEGEND**

ELEVATION 2.5' ABOVE EXISTING GRADE	SWALE X
MAJOR CONTOUR (1' INTERVAL)	
MINOR CONTOUR (1' INTERVAL)	
PROPOSED SWALE	
PROPOSED ACCESS ROAD	
4' EARTHEN BERM	





## NEW MEXICO ASSOCIATION OF REALTORS® SUPPLEMENTAL BROKER DUTIES DISCLOSURE - 2021

### DISCLOSING BROKER:

### CHECK APPLICABLE:

1. ☒ **CONFLICTS OF INTEREST/MATERIAL INTEREST OR RELATIONSHIP.** Explain any conflicts of interest Broker has in the transaction, including any material interest or relationship of a business, personal, or family nature:
2. ☐ **OTHER WRITTEN AGREEMENTS IN TRANSACTION.** Describe any other written agreements Broker has in the transaction:
3. ☐ **ADVERSE MATERIAL FACTS.** Explain any adverse material facts relating to the Property or Transaction about which the Broker has actual knowledge.
4. ☐ **TRANSACTION COORDINATORS.** Identify any licensed Transaction Coordinator the Broker has engaged to provide transaction coordinator services related to the transaction \_\_\_\_\_

If Broker has engaged a licensed Transaction Coordinator to assist in this transaction, attach NMAR Form 2100A.

### PARTY'S ACKNOWLEDGMENT OF RECEIPT – INCLUDING EXHIBIT “A” IF APPLICABLE

<div style="background-color: black; width: 230px; height: 130px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 230px; height: 130px;"></div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <b>Edwin Paul Linson</b>  Printed Name </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <input type="checkbox"/> LANDLORD (OWNER) <input type="checkbox"/> TENANT <input checked="" type="checkbox"/> <b>BROKER</b>  Cecilia C' de Beca, Trustee The Cecilia R. C' de Beca Revocable Trust </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <b>Affordable Solar</b>  Printed Name </div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 07/25/2021  Date </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 07/28/2021  Date </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> 7/31/2021   8:47 AM CDT  Date </div>	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"></div> Time
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PARTY SIGNING: ☐ SELLER ☒ BUYER ☐ LANDLORD (OWNER) ☐ TENANT ☐ BROKER

Signature	Printed Name	Date	Time

PARTY SIGNING: ☐ SELLER ☐ BUYER ☐ LANDLORD (OWNER) ☐ TENANT ☐ BROKER

Signature	Printed Name	Date	Time

PARTY SIGNING: ☐ SELLER ☐ BUYER ☐ LANDLORD (OWNER) ☐ TENANT ☐ BROKER





## NEW MEXICO ASSOCIATION OF REALTORS®

### COMPENSATION TO BROKER AGREEMENT / UNLISTED PROPERTY 2021

#### PART I – BROKER DUTIES

Per New Mexico law, Brokers are required to perform a specific set of applicable Broker Duties. Prior to the time the Broker generates or presents any written documents that has the potential to become an express written agreement, he/she must disclose such duties and obtain written acknowledgement that the Broker has made such disclosures.

#### SECTION A:

**All Brokers in this transaction owe the following broker duties to ALL buyers, sellers, landlords and tenants in this transaction, even if the broker is not representing the buyer or the seller in the**

**transaction:**

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of any potential conflict of interest that the broker has in the transaction, including, but not limited to;
  - A. Any written brokerage relationship the Broker has with any other parties to the transaction or;
  - B. Any material interest/relationship of a business, personal or family nature that the broker has in the transaction; or
  - C. Any written agreement the Broker has with a Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts requiring disclosure do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

#### SECTION B:

**In addition to the above duties, Broker(s) owes the following Broker Duties to the buyer(s), seller(s), landlord(s), and/or tenant(s) in this transaction to whom the Broker(s) is/are directly providing real estate services, regardless of the scope and nature of those services.**

1. Unless otherwise agreed to in writing by the party, assistance to the party in completing the transaction including:
  - A. timely presentation of and response to all written offers or counteroffers; and
  - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;

If the broker in the transaction is not providing the service, advice or assistance described in Paragraphs 1A or 1B of this Subsection, the party must agree in writing that the broker is not expected to provide such service, advice, or assistance. The broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction.
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship option available in New Mexico:
  - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interest of the person in real estate transaction;
  - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as facilitator in real estate transaction rather than as an exclusive agent for either party;
  - C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller shall not disclose the following to the buyer in a transaction:
  - A. that the seller has previously indicated he/she will accept a sales price less than the asking or listed price;
  - B. that the seller will agree to financing terms other than those offered;
  - C. the seller's motivation for selling/leasing; or
  - D. any other information the seller has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate service to a buyer shall not disclose the following to the seller in the transaction:
  - A. that the buyer has previously indicated he/she will pay a price greater than the price submitted in a written offer;
  - B. the buyer's motivation for buying; or
  - C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

**BUYER(S), SELLER(S), LANDLORD(S) AND/OR TENANT(S): PLEASE ACKNOWLEDGE**

**NEW MEXICO ASSOCIATION OF REALTORS®**  
**COMPENSATION TO BROKER AGREEMENT / UNLISTED PROPERTY 2021**  
**PART II**

1. **BROKERAGE RELATIONSHIP:** Broker is working with Buyer or Tenant in the following capacity: (check applicable) ☒ Transaction Broker (Non-Agency Relationship) ☐ Agent
2. **ADDITIONAL BROKER DISCLOSURES** *Brokers shall update these and all other required disclosures as needed.*
  - A. Does Broker have a conflict of interest? ☒ YES ☐ NO If "YES", explain: [REDACTED]
  - B. Does Broker have any material interest or relationship of a business, personal or family nature in the transaction? ☐ YES ☒ NO If "YES", describe that relationship: \_\_\_\_\_
  - C. Does Broker know of any adverse material facts about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction. ☐ YES ☒ NO If "YES", explain: \_\_\_\_\_
  - D. Does Broker have any other written agreements in this transaction? ☐ YES ☒ NO If "YES", describe the agreements: \_\_\_\_\_
  - E. Has Broker engaged a **TRANSACTION COORDINATOR ("TC")** to provide services related to the transaction; ☐ YES ☒ NO If "YES", identify the TC below. TCs owe Broker Duties stated above. In addition, TCs who work directly with parties in the transaction, owe the following Broker Duty: Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law.

**BUYER** 7/31/2021 | 8:47 AM CDT

**Affordable Solar** Date Time

Buyer Signature

Date Time

**SELLER** 07/28/2021 11:54 PM

Date Time

de Bure, Ventes The Carolina R. C. de Bure Metabolic Trust

Seller Signature

Date Time

**BUYER'S BROKER**

Broker ☐ is ☐ is not a REALTOR®

Buyer's Brokerage Firm

Broker Signature Date Time

**SELLER'S BROKER**

Broker ☒ is ☐ is not a REALTOR®

**group, LLC Realtors**

07/25/2021 5:08 PM

Date Time



## NEW MEXICO ASSOCIATION OF REALTORS® COMPENSATION TO BROKER AGREEMENT / UNLISTED PROPERTY 2021

### 1. PROPERTY.

Subd: LAND	Belen	NM	87031
Address	City	State	Zip Code
Subd: LAND OF CECILIA DE BACA Tract: 4A1D 15.23 AC 2001 REV D-4-14 (Parcel No. -005-028-025-160-0000			
Legal Description			
or see metes & bounds description attached as Exhibit - Valencia County, New Mexico.			

3. Does Broker have any other written agreements in this transaction: \_\_\_\_ Yes ☒ NO. If Yes, describe the agreement:
4. **TERM.** The Term of this Agreement will begin on 07/21/2021 and terminate at 11:59 pm Mountain Time on 01/21/2023. If the Property is under Contract of the Seller is negotiating the sale, lease or exchange of the Property with a buyer or Tenant under this Agreement on the date this Agreement would otherwise terminate, the term will automatically be extended through the closing, the date the lease is fully executed or other final disposition of said Property. The word "Term" as used in this Agreement will include all extensions.
5. **LEAD-BASED PAINT DISCLOSURE AND INFORMATION REQUIREMENTS.** If residence on the Property was constructed prior to 1978, Seller cannot legally accept an offer until Seller has provided, and Buyer has received and acknowledged receipt in writing of the following (See NMAR Form 5112 - Lead-Based Paint Addendum to Purchase Agreement):
- C. HUD Pamphlet entitled "Protect Your Family from Lead in Your Home";
  - D. a disclosure of all known presence of lead-based paint and lead-based paint hazards; and
  - E. a list and copies of all reports and/or records available to Seller pertaining to lead-based paint and lead-based paint hazards on the Property.
6. **MEDIATION.** If a dispute arises between the parties relating to this Agreement, the parties shall submit the dispute to mediation, jointly appoint a mediator and share equally the costs of the mediation. If a mediator cannot be agreed upon or mediation is unsuccessful, the parties may enforce their rights and obligations under this Agreement in any manner provided by New Mexico law.
7. **ENTIRE AGREEMENT.** This Agreement 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 Agreement may be varied only by a document signed by both parties.
8. **FORCE MAJEURE.** Neither party shall be liable for delay or failure to perform any obligation under this Agreement 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.

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR Forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. Real Estate License No. \_\_\_\_\_ Ship mark which may be used only by Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the



**NEW MEXICO ASSOCIATION OF REALTORS®  
COMPENSATION TO BROKER AGREEMENT / UNLISTED PROPERTY 2021**

- 9. GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit, or proceeding relating to this Agreement and agrees that all suits or proceedings relating to this Agreement shall be brought only in such courts.
- 10. SEVERABILITY.** If any portion of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

*The New Mexico Association of REALTORS® and the local board or association of REALTORS® do not fix, control, recommend, suggest or maintain compensation rates for services to be rendered by members, not the division of Broker's compensation between Broker and cooperating Brokers in a transaction. The amount of compensation and the terms of the Agreement are not prescribed by law and are subject to negotiation.*

**SELLER**

[Redacted Signature Area]

[Redacted Signature Area]

**BUYER'S ACKNOWLEDGMENT OF COMPENSATION**

**Affordable Solar**

[Redacted Signature Area]

## **PURCHASE AND SALE AGREEMENT**

This PURCHASE AND SALE AGREEMENT ("Agreement") made this 7<sup>th</sup> day of July, 2021 is hereby entered into by and between:

### **1. PARTIES**

CECILIA C' DE BACA, TRUSTEE OF THE CECILIA R. C' DE BACA REVOCABLE TRUST AGREEMENT UTA DTD. JUNE 9, 2000, whose address is 1445 Montiano Loop, Rio Rancho, New Mexico 87124 ("**Seller**"), and AFFORDABLE SOLAR INSTALLATION, INC., a New Mexico corporation, whose address is 4840 Pan American Frontage Rd N, Albuquerque, New Mexico 87109 ("**Buyer**").

Seller and Buyer may be collectively referred to as "**Parties**" and individually as a "**Party**."

### **2. EFFECTIVE DATE**

- 2.1. The effective date of this Agreement shall be defined as the latter of the last signature execution date below ("**Effective Date**").

### **3. AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY**

- 3.1. For and in consideration of the mutual promises contained herein, the Parties agree as follows:
- a. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller that certain real property described below and any and all associated easements, rights, titles, interests, privileges, improvements and appurtenances, together with any and all mineral and water rights appurtenant thereto (collectively, the "**Property**").
  - b. This Agreement is contingent on the Parties fulfilling certain conditions precedent as hereinafter described.

### **4. DESCRIPTION OF THE PROPERTY**

- 4.1. *Survey or Drawing.* See Exhibit A for survey or general drawing of the Property containing approximately 32 acres, more or less. If the survey or general drawing of the Property is not complete or is inaccurate, this Agreement will not be invalid and a final survey will be completed or corrected to meet the requirements of the title company which will issue the title policy. Any survey will be prepared at Buyer's expense.



- 4.2. *Legal Description.* See Exhibit B for a general legal description of the Property. If the legal description of the Property is not complete or is inaccurate, this Agreement will not be invalid and the legal description will be completed or corrected to meet the requirements of the title company that will issue the title policy.

## 5. PURCHASE PRICE

- 5.1. The purchase price for the Property, which the Buyer agrees to pay to the Seller and which the Seller agrees to accept, shall be [REDACTED] per acre, with the acreage to be determined by final survey as described above ("**Purchase Price**").

## 6. EARNEST MONEY

- 6.1. Within [REDACTED] days of the Effective Date of this Agreement the Buyer shall deposit \$ [REDACTED] ("**Earnest Money**") with the title company specified in Section 8.1 to be held in escrow. Any Earnest Money shall be applied towards the final Purchase Price and as otherwise distributed to Seller according to the terms and conditions stated in this Agreement. Notwithstanding anything to the contrary herein, any Earnest Money deposited with the Title Company shall be refundable to Buyer for the first [REDACTED] days following the Effective Date.

## 7. NON-REFUNDABLE FEE TO SELLER

- 7.1. Upon mutual acceptance of this Agreement, the Buyer shall pay to the Seller a non-refundable fee of [REDACTED]. The non-refundable fee is in consideration for the execution of this Agreement and is in addition to and independent of any other consideration or payment provided for in this Agreement, is non-refundable, and will be retained by Seller despite any other term or condition of this Agreement.

## 8. TITLE COMPANY

- 8.1. The title company that will handle the closing (as hereinafter defined) of this transaction will be:

Debbie Hennig  
Senior Vice President/Escrow Officer  
Stewart Title of Albuquerque  
7801 Academy Blvd. NE, Suite 101, Albuquerque, NM 87109  
Direct Line – 505.346.5433  
Fax – 505.821.7403  
Email: [debbie.hennig@stewart.com](mailto:debbie.hennig@stewart.com)  
("Title Company").

## 9. THE CLOSING

- 9.1. "Closing" is defined as the date on which Seller is required to execute the final deed transferring title to the Buyer and Buyer makes available to Seller the balance of the Purchase Price (minus Earnest Money). Closing shall be held at the offices of Title Company as soon as practicable, but in no event later than [REDACTED] calendar days after Buyer notifies Seller that Buyer is prepared to Close.

## 10. TITLE TO PROPERTY

- 10.1. The Seller will agree to transfer title to the Property, except the mineral rights, to Buyer at closing by general warranty deed subject only to (i) any restrictions, reservations, and easements of record that are acceptable to and approved in writing by Buyer and (ii) ad valorem real estate taxes for the year in which the sale closes which are not yet due and payable (the "General Warranty Deed"). Any mineral and water rights will be conveyed by quitclaim deed.

## 11. TITLE POLICY

- 11.1. *Ordering Title Policy.* Within [REDACTED] calendar days from the Effective Date of this Agreement, Buyer will order and pay for a preliminary title insurance binder from Title Company evidencing that at closing Seller will be able to deliver an owner's title insurance policy insuring Buyer, as owner of the Property, for the full amount of the final Purchase Price, and showing that good and marketable fee simple title to the Property is vested in Seller, free of all liens, encumbrances, tenancies and restrictions with no exceptions other than a standard printed exception on the form of the title insurance policy relating to taxes for current and future years and those exceptions otherwise agreed to in writing by Buyer (the "Title Insurance Policy").
- 11.2. *Exceptions to Title Insurance Policy.* If there are any exceptions other than those referred to above, Buyer will have fifteen (15) calendar days from the receipt of the preliminary title insurance binder to so notify Seller. Seller will then have [REDACTED] calendar days from such

notice in which to cure such exceptions. If Seller is unable or unwilling to cure during such time, then within [REDACTED] additional calendar days thereafter Buyer shall elect one of the following by written notice to Seller: (i) Buyer may proceed with closing without regard to such exceptions, or (ii) Buyer may in its sole and absolute discretion allow Seller additional time to cure, or (iii) Buyer may unilaterally terminate this Agreement, in which event, the Earnest Money shall be returned to Buyer. If Buyer does not provide notification of title exceptions within [REDACTED] after receipt of the binder, or if Seller cures Buyer's exceptions within the time provided, or if Buyer waives any exceptions and does not terminate within the time provided, then the Title Company shall release the Earnest Money to Seller (***subject to the last sentence of Section 6.1 of this Agreement***), which shall thereupon become non-refundable, unless Seller breaches its obligations hereunder.

## **12. OBLIGATIONS AT CLOSING**

12.1. *Seller Obligations at Closing.* At Closing, Seller shall deliver to Buyer:

- a. A final title insurance binder updated as of the date of Closing showing that the Property is free and clear of all encumbrances, mortgages, judgments, liens, tenancies, and restrictions other than such as may have been agreed to in writing by Buyer; and
- b. The General Warranty Deed;
- c. The Title Insurance Policy, at Seller's expense;

12.2. *Buyer's Obligations at Closing.* At Closing, Buyer shall:

- a. Pay to Seller the balance of the Purchase Price (minus Earnest Money).

## **13. CONDITIONS PRECEDENT TO CLOSING**

13.1. *Due Diligence – General.* Buyer will, at its own expense, and as soon as reasonably practical after the signing of this Agreement conduct any and all due diligence it deems prudent or necessary to conduct in its sole and absolute discretion and may conduct any or all of the following activities: inspections, appraisals, studies, surveys, and testing, including but not limited to site inspections, title inspections, property appraisals, environmental studies, archeological studies, biological studies, soil studies, solar studies and geotechnical testing (collectively, "**Due Diligence**"). The Parties understand and agree that any Due Diligence conducted by Buyer or its Agents will be

completed to the satisfaction of Buyer and that the results of any such Due Diligence must be acceptable to Buyer in its sole and absolute discretion.

- 13.2. *Acquisition of Government Approvals – General.* Buyer will, at its own expense, and as soon as reasonably practical after the signing of this Agreement, attempt to secure any and all necessary regulatory, local, city, county, state, and federal governmental approvals, for Buyer's intended use of the property for a solar generation facility, including but not limited to New Mexico Public Regulation Commission ("NMPRC") approvals, any applications or registrations for any permits, licenses, vacations, variances, ordinances, amendments, rezoning, replats, and orders (collectively, "**Government Approvals**"). The Parties understand and agree that any Government Approvals that may be required must be obtained to the satisfaction of Buyer in its sole and absolute discretion.

#### **14. TERMINATION AND ADEQUACY OF EARNEST MONEY**

- 14.1. In the event (i) Due Diligence discovers any defect in the Property or otherwise renders the Property unsuitable for Buyer's intended use as determined in Buyer's sole and absolute discretion, or (ii) Government Approvals are unobtainable as determined in Buyer's sole and absolute discretion, Buyer reserves the right to unilaterally terminate this Agreement upon notice to Seller, in which event, any Earnest Money released and paid to Seller to date shall be kept by Seller subject to the terms and conditions of this Agreement. Seller acknowledges that such Earnest Money is full and adequate consideration for this Agreement and that receipt of any Earnest Money is Seller's sole remedy for any such termination by Buyer. In the event of unilateral termination of this Agreement by Buyer as described above, the Title Company shall provide Buyer with any Earnest Money that has not been previously released to Seller.

#### **15. RELEASE OF EARNEST MONEY TO SELLER**

- 15.1. *Release of Earnest Money – General.* Buyer shall authorize Title Company to release Earnest Money to Seller as set forth in Section 11.2.

#### **16. EXPIRATION OF TERM AND EXTENSION OF AGREEMENT**

- 16.1. *Expiration of Term.* The Parties understand and agree that Buyer shall have [REDACTED] year from the Effective Date to conclude its Due Diligence and obtain all necessary Government Approvals, and to close on the Property purchase, or this Agreement shall expire of its

own accord unless otherwise agreed to in writing by the Parties, or unless by that date Buyer has paid to extend this Agreement pursuant to paragraph 16.2 below.

16.2. *First Extension of Agreement.* Buyer, at its sole discretion, may extend this Agreement for an additional [REDACTED] term (**"the 'First Extension Term'"**) any time prior to the expiration of this Agreement by depositing additional [REDACTED] Earnest Money, which shall be applied towards the final Purchase Price and distributed to Seller upon receipt by the Title Company, and thereafter shall be treated in the same manner as Earnest Money, non-refundable to Buyer except in the event Seller breaches this Agreement. By the end of the First Extension Term, Buyer must have closed on the Property purchase, or this Agreement shall expire of its own accord unless otherwise agreed to in writing by the Parties, or unless by that date Buyer has paid to extend this Agreement pursuant to paragraph 16.3 below.

16.3. *Second Extension of Agreement.* Buyer, at its sole discretion, may extend this Agreement for an additional [REDACTED] term (**"the 'Second Extension Term'"**) any time prior to the expiration of the First Extension Term by depositing additional [REDACTED] Earnest Money, which shall be applied towards the final Purchase Price and distributed to Seller upon receipt by the Title Company, and thereafter shall be treated in the same manner as Earnest Money, non-refundable to Buyer except in the event Seller breaches this Agreement. By the end of the Second Extension Term, Buyer must have closed on the Property purchase, or this Agreement shall expire of its own accord unless otherwise agreed to in writing by the Parties.

## **17. EASEMENTS ON ADJOINING LANDS OF SELLER**

17.1. *Easements on Adjoining Lands.* Seller agrees to grant easements on adjoining lands owned by Seller for any electric lines and any access roads (as defined below) as may be required by Buyer and directly resulting from Buyer's intended use of the Property. Seller shall have the right to approve the final location of said easements, which approval will not be unreasonably withheld or conditioned or unduly delayed. Consideration for any such easements is included in the Purchase Price.

17.2. *Easement Requirements – General.*

- a. The easement documents shall be in form and content acceptable to Buyer.



- b. The easements shall grant Buyer 24 hour, seven days per week, free and unfettered access to and from the Property, to and from any electric lines, and to and from any access roads.
- 17.3. *Easements for Electric Lines.* Easements for electric lines shall be no greater than 100-feet in width and shall extend to the nearest existing electric transmission or distribution line suitable for connection.
- 17.4. *Easements for Access Roads.* Easements for access roads shall be no greater than 50-feet in width and shall extend to the nearest arterial road or street, if possible.
- 17.5. *Survey for Easements.* Easements for any electric lines and access roads across adjoining lands of Seller shall be surveyed by Buyer.

## **18. RIGHT OF ENTRY**

- 18.1. *Right of Entry.* While this Agreement is in effect, Seller hereby grants and agrees to allow Buyer and its authorized agents, employees, contractors, subcontractors, successors, and assigns (collectively, "**Agents**") the right to immediate entry and free and unfettered access onto the Property as reasonably required and at such reasonable times to conduct Due Diligence (the "**Right of Entry**").
- 18.2. *No Liens.* Buyer shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors', or subcontractors' liens with regard to Buyer's Due Diligence activities on the Property pursuant to the Right of Entry.
- 18.3. *Indemnification.* Buyer agrees to defend, indemnify and hold harmless Seller from any claims or damages caused by or arising from Buyer's Due Diligence activities on the Property pursuant to the Right of Entry unless said claims or damages result from Seller's negligence or willful misconduct.
- 18.4. *Restoration of Property.* In the event Buyer does not close on the purchase of the Property after conducting and completing its Due Diligence, except in the event of an uncured default by Seller, Buyer will restore the Property to the physical condition it was in immediately prior to any Due Diligence activities conducted on the Property by Buyer or its Agents pursuant to the Right of Entry.
- 18.5. *Term of Right of Entry.* The duration of the Right of Entry shall last until all Due Diligence work is completed to the satisfaction of Buyer. However, in any event, the term shall not last longer than one (1) year

from the Effective Date of this Agreement (as hereinafter defined), unless (i) otherwise agreed to in writing by the Parties, or (ii) this Agreement is extended as set forth in Section 16 of this Agreement.

## **19. SELLER REPRESENTATIONS, WARRANTIES, AND COVENANTS**

19.1. *Seller Representation and Warranties.* Seller represents and warrants that as of date of execution of this Agreement and that at closing that:

- a. Seller has the legal right, power and authority to execute this Agreement and to sell the Property to Buyer.
- b. Seller has and will transfer to Buyer good and marketable fee simple record title to the Property, free from of all liens, encumbrances, tenancies and restrictions with no exceptions other than a standard printed exception on the form of the title insurance policy relating to taxes for current and future years and those exceptions otherwise agreed to in writing by Buyer.
- c. To Seller's knowledge, there are no mortgages, provisional registrations, improvements, servitudes, liens, leases, unpaid taxes or any other charges or encumbrances on the Property. There are no defects which may prevent Buyer from acquiring title to the Property.
- d. To Seller's knowledge, there are no civil or administrative or other legal actions and disputes against or involving the Property, including but not limited to any contemplated or pending condemnations or confiscations of any part of the Property.
- e. To Seller's knowledge, Seller has not left, buried or disposed of any pollutant, contaminant, industrial waste, or hazardous material on or in the Property, or caused any pollutant, contaminant, industrial waste, or hazardous material to be left, buried, or disposed of on or in the Property. Seller does not have any knowledge of the existence of such waste or material on the Property.
- f. To Seller's knowledge, there are no legal restrictions, which would prevent, hinder, or delay Buyer from obtaining the Government Approvals necessary for using the Property for a solar generation facility.
- g. To Seller's knowledge, except for the restrictions caused by presently known and identified zoning classifications identified in local, city, and county zoning ordinances, there are no other environmental, zoning or land restrictions which may prevent Buyer from using the Property for a solar generation facility.

- h. The physical description and condition of the Property shall satisfy each of the terms, conditions, descriptions, and representations provided herein. The delivery of possession of the Property shall further satisfy the terms and conditions set forth herein.
- i. The Property is vacant and not subject to any leases or month-to-month tenancies.
- j. Seller is not a Foreign Person, Foreign Company, Corporation or Partnership, or a non-resident Alien subject to the Foreign Investment in Real Property Tax Act of 1980 ("**FIRPTA**") income tax withholding.

19.2. *Seller Covenants.* In addition to Seller's other covenants and obligations contained in this Agreement, Seller agrees as follows:

- a. *Deliveries by Seller.* Seller shall deliver or otherwise make available to Buyer within fifteen (15) calendar days of the Effective Date of this Agreement a copy of all deeds, easement documents, plats, surveys, drawings, photographs, title reports, contracts, zoning information, and environmental reports or assessments that Seller has in its possession.
- b. *Prohibition of Disposition of the Property.* After the Parties execute this Agreement, the Seller shall not, without the prior written consent of Buyer, subdivide any portion of the Property, or do anything that may hinder the full exercise of ownership rights, such as transferring, leasing, or mortgaging the Property to a third party. Seller shall not encumber the Property in any manner and shall maintain the full value of the Property.
- c. *Letter of Agency.* Seller hereby agrees to execute a letter of agency in form and content acceptable to Buyer to allow Buyer to pursue, on behalf of Seller, any and all necessary Government Approvals pertaining to Buyer's intended use of the Property as a solar generation facility (See Exhibit C). Buyer shall provide copies to Seller of any submittals for Governmental Approvals.
- d. *FIRPTA Affidavit.* Seller hereby agrees to execute a FIRPTA affidavit.
- e. *Affidavit for Title Company.* Seller hereby agrees to allow the Title Company to remove delete-able standard printed exceptions.
- f. *Notice of Actions.* Seller covenants that it shall provide Buyer with notice of any threat, institution or pendency of any action, suit or proceeding against or affecting any part of the Property or relating to or arising out of the ownership of any part of the Property as of the Effective Date of this Agreement and through to closing.

- g. *Seller Cooperation.* Seller agrees to cooperate at no expense to Seller with Buyer's efforts to secure any and all Government Approvals for Buyer's intended use of the Property as a solar generation facility and shall execute any and all necessary documents as required in furtherance thereof.
- h. *Seller Disclosure.* Seller will be responsible for disclosing to Buyer all applicable property-specific fees, assessments, taxes, contracts, lease agreements, private memberships and/or association fees or dues, contract service agreements (e.g. road maintenance, etc.), and any encumbrance, restriction, defect in title, or environmental condition of the Property that Seller has knowledge of, that may or may not be of record, which would interfere with Buyer's intended use of the Property.
- i. *Confidentiality.* Seller and Seller's agent(s) agree to keep Buyer's name and the terms of this Agreement and any other agreement pertaining to the purchase and sale of the Property between Buyer and Seller confidential and not to disclose or divulge such information to any third party without Buyer's prior written consent unless (i) such information is or becomes public knowledge as a result of Buyer's actions or (ii) as required by law.

## **20. ENVIRONMENTAL PROVISION**

- 20.1. *Environmental Provision – General.* Seller represents and warrants to the best of Seller's knowledge that the Property is free of hazardous substances as of the Effective Date of this Agreement, and to the best of Seller's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. The Parties agree that each will be responsible for compliance with any and all environmental laws, including any rules, regulations, guidelines, standards, or policies (collectively, "**Environmental Laws**") of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property during the term of this Agreement.
- 20.2. *Environmental Indemnity.* The Parties agree to hold harmless and defend the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any Environmental

Laws, or (ii) any environmental conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party. The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section will survive the expiration of this Agreement.

## **21. FURTHER DOCUMENTATION**

21.1. The Parties shall, in good faith and in a timely manner, execute such additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement and to further the development of Buyer's intended use of the Property.

## **22. SOLAR RIGHTS**

22.1. The Parties understand and acknowledge that Buyer shall be making application for solar rights pursuant to 47-3-1 through 47-3-5 NMSA (2007) once the Seller has sold the Property to Buyer.

## **23. COSTS, FEES, PRORATIONS & APPORTIONMENT**

23.1. *Costs – General.* Unless otherwise specified in this Agreement, each Party shall be responsible for their own costs associated with this transaction.

23.2. *Ad Valorem Taxes.* All ad valorem taxes shall be prorated through closing.

23.3. *Special Assessments.* All special assessments will be paid by Seller.

23.4. *Broker or Agent Costs.* If any Party has employed the services of a real estate broker or agent in connection with the Property, the Party retaining or employing such broker or agent shall pay any and all such broker or agent fees or expenses outside closing. Seller shall indemnify and hold Buyer harmless from and against any and all claims for broker's or agent's commissions made by any other party claiming through Seller. Buyer confirms that Buyer has employed the services of John Tekin and will be responsible for any fee due to Mr. Tekin.

23.5. *Buyer Costs.* Buyer will be responsible for paying for all costs associated with any Due Diligence initiated by Buyer. However, Buyer



shall not be obligated to pay for any costs associated to cure any environmental, land, or title defects that may be uncovered by Buyer's Due Diligence unless otherwise specifically agreed to in writing by the Parties. Buyer shall pay the cost for deleting any exceptions to the standard ALTA Title Insurance Policy and for any endorsements thereto.

23.6. *Seller Costs.* Seller will satisfy in full any and all encumbrances, mortgages, judgments or liens on the Property that are of record or otherwise known to Seller on or prior to closing unless otherwise specifically agreed to in writing by the Parties. Seller will pay the cost of the standard ALTA Title Insurance Policy in the amount of the Purchase Price.

## **24. FAILURE TO CLOSE**

24.1. If Seller wrongfully fails to close this transaction for any reason, except as provided in this Agreement, and if Buyer has fully performed or tendered performance of all the obligations of Buyer as provided in this Agreement, then Buyer either (i) may specifically enforce performance of this Agreement; or, (ii) on demand by Buyer, the Earnest Money Deposit will be paid to Buyer by Seller, and Buyer may pursue any other remedy available at law or in equity, including the recovery of reasonable costs and attorney's fees.

24.2. If Buyer wrongfully fails to close this transaction for any reason, except as provided in this Agreement, and Seller has fully performed or tendered performance of all the obligations of Seller as provided in this Agreement, then the Earnest Money Deposit will be forfeited as liquidated damages and will be kept by Seller as the only remedy of Seller, and Seller and Buyer will have no further rights obligations, or liabilities to each other as provided in this Agreement.

## **25. ASSIGNMENT**

25.1. Buyer may transfer, assign or convey any interest under this Agreement without obtaining the prior written consent of Seller.

## **26. INDEMNIFICATION**

26.1. *Seller's Indemnity.* If this transaction is closed, Seller will indemnify, defend and hold Buyer harmless, to the extent allowable by law, against:

- a. All liabilities and obligations of Seller and the agents or employees of Seller, of any nature whether accrued, absolute, contingent, or otherwise

arising out of the ownership of the Property by Seller before Closing, except for the Assumed Obligations after Closing.

- b. Any damage or deficiency resulting from any misrepresentation, omission, breach of warranty, or non-fulfillment of any agreement on the part of Seller as provided in this Agreement, or from any misrepresentation in or omission from any affidavit or other instrument furnished or to be furnished by Seller to Buyer as provided in this Agreement.
- c. All liabilities, obligations, claims demands, losses, damages, interest, actions, suits, proceedings assessments, judgments, costs and expenses, including reasonable actual fees of lawyers ("Indemnity Losses") incurred or suffered by Buyer, incident to any of the above matters or the establishment by Buyer of the right of Buyer to indemnity from Seller.

26.2. *Reimbursement of Buyer.* Seller will reimburse Buyer, on demand, for any payment made at any time by Buyer with respect to any Indemnity Losses to which the above indemnity by Seller relates.

26.3. *Buyer's Indemnity.* If this transaction is closed, Buyer will indemnify, defend and hold Seller harmless, to the extent allowable by law, against:

- a. All liabilities and obligations of Buyer and the agents or employees of Buyer, of any nature, whether accrued, absolute, contingent or otherwise arising out of (i) the ownership of the Property by Buyer after Closing, or (ii) the failure of Buyer to pay or perform the Assumed Obligations after Closing.
- b. Any damage or deficiency resulting from any misrepresentation, omission, breach of warranty, or non-fulfillment of any agreement on the part of Buyer as provided in this Agreement, or from any misrepresentation in or omission from any affidavit or other instrument furnished or to be furnished by Buyer to Seller as provided in this Agreement.
- c. All Indemnity Losses incurred or suffered by Seller, incident to any of the above matters or the establishment by Seller of the right of Seller to indemnity from Buyer.

26.4. *Reimbursement of Seller.* Buyer will reimburse Seller, on demand, for any payment made at any time by Seller with respect to any Indemnity Losses to which the above indemnity by Buyer relates.

## **27. EXCLUSIVE AGREEMENT**

27.1. *This Agreement shall constitute an exclusive arrangement between the Parties, and from and after the Effective Date of this Agreement, the Seller, its agent, affiliate, employee, contractor, or representative, shall not negotiate for or otherwise deal in the sale, purchase, or lease of the Property with any person or entity while this Agreement is in effect.*

## **28. BINDING EFFECT**

28.1. All rights and obligations of the Parties hereunder shall bind and inure to the benefit of their respective heirs, personal representatives, successors and assigns.

## **29. NATURE AND SURVIVAL OF REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

29.1. All statements contained in this Agreement or in any affidavit or other instrument delivered by or on behalf of Seller as provided in this Agreement, or with respect to this transaction, will be deemed representations and warranties made by Seller. All statements, representations, warranties and agreements including indemnification agreements made by Seller or Buyer, as the case may be, in this Agreement, or as provided in this Agreement, will survive Closing.

## **30. WAIVER; REMEDIES**

30.1. No waiver of any default as provided in this Agreement or delay or omission in exercising any right or power of Seller or Buyer will be considered a waiver of any other default as provided in this Agreement. No exercise or failure to exercise any right or power of Seller or Buyer as provided in this Agreement will be considered to exhaust that right or power. Except as specifically provided in this Agreement, the exercise of or failure to exercise any one of the rights or remedies of Buyer or Seller as provided in this Agreement will not be deemed to be instead of or a waiver of any other right or remedy as provided in this Agreement or available at law or in equity.

## **31. ENTIRE AGREEMENT**

31.1. This Agreement contains the entire agreement of the Parties and supersedes all prior agreements, representations, statements and negotiations between the Parties. This Agreement may be modified only in writing and signed by both the Parties.

### **32. GOVERNING LAW**

32.1. This Agreement shall be governed by the laws of the State of New Mexico.

### **33. WARRANTY OF AUTHORITY**

33.1. By signing this Agreement, the following signatories represent and warrant that they have full and complete authority to enter into this Agreement and any other agreement(s) or document(s) associated with this Agreement.

### **34. COUNTERPARTS**

34.1. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes and all such counterparts shall collectively constitute one agreement.

### **35. NOTICES**

35.1. All notices or other communications required or permitted by this Agreement shall be in writing and either, (i) personally delivered, (ii) delivered by reputable overnight courier, (iii) sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the Parties at the addresses set forth below (or any other address that the party to be notified may have designated to the sender by like notice), or (iv) sent by facsimile with written confirmation back. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the delivery date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notices sent by facsimile shall be deemed given on the first business day following the facsimile confirmation date. Notice of change of address shall be given immediately and by written notice in the manner detailed in this Section.

If to Seller: Cecilia C' de Baca, Trustee  
The Cecilia R. C' de Baca Revocable Trust  
1445 Montiano Loop  
Rio Rancho, NM 87124  
Telephone: (\_\_\_\_) \_\_\_\_\_

If to Buyer: Affordable Solar  
4840 Pan American Frontage Rd N  
Albuquerque, NM 87109  
Telephone: (505) 944-4220

With copy to: Select ROW  
Attn: John Tekin  
PO Box 688  
Celina, TX 75009  
Telephone: (505) 681-6483  
Facsimile: (505) 212-3692

**36. SATURDAY, SUNDAY, HOLIDAY.**

36.1. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth herein falls on a Saturday, Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

*(Signatures appear on the following page)*



**AGREED.**

**SELLER:**

Cecilia R. C' de Baca Revocable Trust Agreement UTA dtd. June 9, 2000

Signature:  Date: 07/28/2021  
Cecilia C' de Baca, Trustee

**BUYER:**

Affordable Solar Installation, Inc., a New Mexico corporation

By:  (Pr

Its:  (Pr

Signature:  Date: 7/31/2021 | 8:47 AM CDT

EXHIBIT A

Survey or Drawing

## EXHIBIT B

### Legal Description

Subd: LAND OF CECILIA DE BACA Tract: 4A1D 15.23 AC 2001 REV D-4-14 (Parcel No. -005-028-025-160-000000) and Subd: LAND OF CECILIA DE BACA Tract: 4A1E 17.13 AC 2001 REV D-4-14 REV# 2001-TR-13 (Parcel No. 1-005-028-025-105-000000), Valencia County, New Mexico

EXHIBIT C

Form of Letter of Agency

Valencia County  
Attn: Public Works Department  
1209 Highway 314  
Los Lunas, NM 87031

**RE: Letter of Agency**

To Whom It May Concern:

I, Cecilia C' de Baca, am the trustee of The Cecilia R. C' de Baca Revocable Trust Agreement UTA dtd. June 9, 2000 (the "Trust"), which is the owner of the real property shown and described on the attached Exhibit A and Exhibit B ("Property"), which is currently under contract for sale to Affordable Solar Installation, Inc. ("ASI").

On behalf of the Trust, I hereby authorize ASI, Select Properties, Inc., d/b/a Select ROW, and its agents to make such filings and submittals to Valencia County, and such other governmental departments and agencies as necessary to obtain the approvals for the intended use of the Property, including any re-zoning, vacations, or replat of the Property.

If you have any questions or concerns, please contact me at ( 505 ) 350-4456.

Sincerely,

THE CECILIA R. C' DE BACA REVOCABLE TRUST AGREEMENT UTA DTD. JUNE 9, 2000

By:



07/28/2021

Cecilia C' de Baca, Trustee



**NEW MEXICO ASSOCIATION OF REALTORS®**  
**GENERAL AMENDMENT No. 1 (One) - 2020**

This Amendment is part of the Purchase Agreement (the "Agreement")  
 dated \_\_\_\_\_, between Affordable Solar  
 and Cecilia C' de Baca, Trustee The Cecilia R. C' de Baca Revocable Trust  
 relating to the following Property: \_\_\_\_\_

Subd: <u>LAND</u>	<u>Belen</u>	<u>NM</u>	<u>87031</u>
Address	City	State	Zip Code
Subd: <u>LAND OF CECELIA DE BACA Tract: 4A1D 15.23 AC 2001 REV D-4-14 (Parcel No. -005-028-025-160-0000</u>			
Legal Description			

or see metes and bounds description attached as Exhibit -, Valencia County, New Mexico. The Agreement is  
 changed as follows:

1. Title company to be First American Title escrow officer to be Lisa Chavez.

2. Seller address is \_\_\_\_\_  
 End of amendment.

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR Forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form the parties agree to the limitations set forth in this paragraph. The parties hereby release NMAR, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regards to the effectiveness, validity, or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.





**NEW MEXICO ASSOCIATION OF REALTORS®**  
**GENERAL AMENDMENT No. 1 (One) - 2020**

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If there is any conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment will control. The remaining provisions of the Agreement will remain in effect.

**BUYER/TENANT/BROKER SIGNATURE**

Signature  Date 7/31/2021 | 8:47 AM EDT Time EDT

Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

**SELLER/LANDLORD/OWNER SIGNATURE**

Signature  Date 07/28/2021 Time 11:54 PM

Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

EXHIBIT C

Form of Letter of Agency

Valencia County  
Attn: Public Works Department  
1209 Highway 314  
Los Lunas, NM 87031

**RE: Letter of Agency**

To Whom It May Concern:

I, Cecilia C' de Baca, am the trustee of The Cecilia R. C' de Baca Revocable Trust Agreement UTA dtd. June 9, 2000 (the "Trust"), which is the owner of the real property shown and described on the attached Exhibit A and Exhibit B ("Property"), which is currently under contract for sale to Affordable Solar Installation, Inc. ("ASI").

On behalf of the Trust, I hereby authorize ASI, Select Properties, Inc., d/b/a Select ROW, and Marble Enterprises, LLC and its agents to make such filings and submittals to Valencia County, and such other governmental departments and agencies as necessary to obtain the approvals for the intended use of the Property, including any re-zoning, vacations, or replat of the Property.

If you have any questions or concerns, please contact me at (505) 350-4456.


Sincerely,

THE CECILIA R. C' DE BACA REVOCABLE TRUST AGREEMENT UTA DTD. JUNE 9,  
2000

By:  07/28/2021  
Cecilia C' de Baca, Trustee MDT

Account: R124527

Location	Owner Information	Assessment History
Situs Address	Owner Name C DE BACA CECILIA R TRUSTEE	Actual Value (2021) \$10,662
City	In Care Of Name CECILIA R C DEBACA TRUST	Primary Taxable \$3,554
Tax Area BN02_NR - BN02_NR	Owner Address 1445 MONTIANO LOOP	Tax Area: BN02_NR Mill Levy: 26.877000
Parcel Number 1-005-028-025-160-000000	RIO RANCHO, NM 87124	Type Actual Assessed Acres
Legal Summary Subd: LAND OF CECELIA		Non-
DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14		Residential \$10,662 \$3,554 15.230
Code 700 - DO NOT PRINT NOV		Land
Appraiser STARRY		

Tax History	Images
Tax Year Taxes	<ul style="list-style-type: none"><li>GIS</li></ul>
2021 \$96.42	
2020 \$96.42	

Special assessments exist for 2021 and 2020

MESA ALTA RD

VIENTO RD

# NOTICE OF PUBLIC HEARING

## COMMISSION CHAMBERS

444 Luna Ave, Los Lunas, NM 87031

June 28, 2022

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 [www.co.valencia.nm.us](http://www.co.valencia.nm.us).

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 [planning.zoning@co.valencia.nm.us](mailto:planning.zoning@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, JUNE 28, 2022 at 3:00 p.m.** to consider the following request:

- **SFOZ #2022-059** Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF CECILIA DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001. **Located in District 3, P&Z Commissioner Moran, BoCC Hyder.**
- **SFOZ #2022-060** Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF CECILIA DEBACA Tract: 4A1E 17.13 AC 2001 REV D-4-14 REV #4 2001-TR-13. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001. **Located in District 3, P&Z Commissioner Moran, BoCC Hyder.**

**ALL MEMBERS OF THE PUBLIC WILL BE ABLE TO ATTEND AND LISTEN TO THE MEETING VIA FACEBOOK LIVE AT THE FOLLOWING LINK:** <https://www.facebook.com/VCAAdminandGov/>

If you are unable to be at the meeting in person and would like to comment on cases, please email [planning.zoning@co.valencia.nm.us](mailto:planning.zoning@co.valencia.nm.us) or call at 505-866-2050  
Please include the case number in your correspondence.



AccountNum	Owner	OwnerAddre	
R124528	EVEREST ELIZABETH L A CDEBACA	8521 R DRIVE SOUTH UNION CITY, MI 49094	SFOZ #2022-059
R124523	C DE BACA CECILIA R TRUSTEE	1445 MONTIANO LOOP RIO RANCHO, NM 87124	SFOZ #2022-059
R181915	TADIAN JOELLA G	PO BOX 462 PERALTA, NM 87042	SFOZ #2022-059
R172703	MARTINEZ ELEAZAR & MARTINEZ NANCY	4033 PASEO VISTA PL NE RIO RANCHO, NM 87124-4528	SFOZ #2022-059
R132215	ARAGON RAMONA GONZALES	PO BOX 866 BELEN, NM 87002	SFOZ #2022-059
R132216	CANDELARIA MARY ANN	8100 WYOMING BLVD NE SUITE M4-762 ALBUQUERQUE, NM 87113	SFOZ #2022-059
R132217	TRUJILLO ANNA M & KENNETH J	280 CALLE DE WENCES LOS LUNAS, NM 87031	SFOZ #2022-059
R132218	ARAGON JANNETTE R	1350 DAY RD GILROY, CA 95020	SFOZ #2022-059
R158528	ATENCIO ALONZO G	4020 COLINA ROJA LANE NE RIO RANCHO, NM 87124	SFOZ #2022-059
R080506	JOHNSON R SAMUEL	233 16TH ST NW ALBUQUERQUE, NM 87104	SFOZ #2022-059
R074903	KIMSEY JERRY & PATTERSON DONNA P	75 GREER ROAD BELEN, NM 87002	SFOZ #2022-059
R072256	VALLES MARTIN SERNA	312 CAMINO TRES SW ALBUQUERQUE, NM 87105	SFOZ #2022-059
R211990	SANCHEZ PERRI V & SANCHEZ JOSEPHINE L	PO BOX 1173 BELEN, NM 87002	SFOZ #2022-059



## VALENCIA COUNTY PLANNING & ZONING COMMISSION

### **AGENDA**

Tuesday June 28, 2022  
3:00 pm

Valencia County Administration Building  
Commission Chambers  
444 Luna Ave, Los Lunas, NM 87031

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of the May 2022 Planning & Zoning Commission Minutes
- 5) Staff Reports
- 6) Swearing-In of Participants
- 7) **Action Item(s)**

- A. Solar Field Overlay Zone #2022-058 (District I, P&Z Commissioner Aguilar, BoCC Saiz)**  
*Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LANDS OF HUNING LIMITED PARTNERSHIP Tract: 3, 661.54 AC, PLAT M-491. Located North of the railroad crossing at Highway 6, Los Lunas, NM 87031, Zoned Outland District (OD), filed in the Office of the Valencia County Clerk, Plat M-491, 2022.*
- B. Solar Field Overlay Zone #2022-059 (District III, P&Z Commissioner Moran, BoCC Hyder)**  
*Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF CECELIA DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001.*
- C. Solar Field Overlay Zone #2022-060 (District III, P&Z Commissioner Moran, BoCC Hyder)**  
*Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF CECELIA DEBACA Tract: 4A1E 17.13 AC 2001 REV D-4-14 REV #4 2001-TR-13. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001.*
- D. Solar Field Overlay Zone #2022-061 (District III, P&Z Commissioner Moran, BoCC Hyder)**  
*Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF ARROYO RANCH PARTNERSHIP Tract: A 1646.65 AC 1999 REV. Located East of Blue Lace Rd., Belen, NM 87002, Zoned Outland District (OD).*



## **Planning & Zoning Commission Meeting June 28, 2022**

### **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: June 28, 2022

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**Request Title:** Request for a Solar Field Overlay Zone on the property located at Subd: LAND OF ARROYO RANCH PARTNERSHIP Tract: A 1646.65 AC 1999 REV. Located East of Blue Lace Rd., Belen, NM 87002, Zoned Outland District (OD).. (Select ROW) **Application: SFOZ #2022-061**

**Legal Description:**

**SFOZ #2022-061** Subd: LAND OF ARROYO RANCH PARTNERSHIP Tract: A 1646.65 AC 1999 REV. Located East of Blue Lace Rd., Belen, NM 87002, Zoned Outland District (OD).

**Request Description:** The property owners are requesting a Solar Field Overlay Zone.

**Background:** The property owner has requested to come before the board to request a Solar Field Overlay Zone. Departmental reviews were requested by Planning & Zoning, please refer to appendix seven in your packet for comments.

**Analysis:** This request is for a Solar Overlay Zone on a property zoned Outland District (OD). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a Solar Field Overlay Zone within Sections 154.154 of the Valencia County Zoning Code.



## Valencia County Planning and Zoning Commission

### Agenda Request Form

MEETING DATE: June 28, 2022

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#### **§ 154.093 OUTLAND DISTRICT (OD).**

(A) *Purpose.*

(1) The purpose of this zone district is to accommodate large areas which are mostly vacant, unplatted or minimally platted and predominately undeveloped.

(2) Limited, low-density residential development and ranching activities are allowed; but any other use of land in this district is subject to site plan review and permit approval.

(B) *Permitted uses.* Any of the following permissive uses are allowed in this zone district:

(1) Residential uses permitted in the RR-1 District are permitted in the Outland District;

(2) Ranching activities related to the grazing of livestock;

(3) **HOME OCCUPATION**, as defined by this chapter, subject to the standards and limitations set forth in § [154.168](#).

(4) Public facilities; and

(5) Similar uses similar in character, scale and performance, or with similar noise, odor, traffic, air and water quality impacts on neighboring properties.

(C) *Conditional uses.* A zone change, or temporary use permit as appropriate, is required for all other uses not expressly permitted in division (B) above.

(1) Secondary dwelling, as outlined in § [154.105](#); and

(2) Home occupation where the business includes visits to the site from clients, customers, patients, patrons, or similar individuals. Such home occupations may allow for employment of up to two non-family members and may be approved for a period of time not to exceed two years, and are subject to the standards and limitations set forth in § [154.168](#).

(D) *Non-conforming uses.* Non-conforming uses found in the Outland District are subject to the non-conforming use provision of § [154.059](#) as well as any other applicable provisions of this chapter.

(E) *Minimum dwelling lot size.* The following standards apply to all land uses within this zone district: minimum lot sizes for dwellings shall be as provided by the RR-1 Zone District herein this chapter.

(Ord. 2004-05, passed 9-15-2004; Am. Ord. 2006-06, passed 6-16-2006; Am. Ord. 2017-03, passed 11-1-2017) Penalty, see § [154.999](#)



#### **§ 154.154 SOLAR FIELD OVERLAY ZONE (SFOZ).**

(A) Purpose. The purpose of the Solar Field Overlay Zone (SFOZ) is to provide flexibility while promoting sustainable development and renewable energy options. This zone is intended as a holding overlay zone to allow for future development of property to occur in an organized and sustainable pattern. SFOZs should:

- (1) Promote the use of underutilized land;
- (2) Further economic development;
- (3) Promote employment opportunities within the county; and
- (4) Help diversify energy production and diversify the local economy.

(B) Submittal requirements. Prior to submitting an application, the applicant shall meet with the County Zoning Administrator to discuss the development concept, the review and approval process and the submittal requirements. The applicant shall prepare a SFOZ site plan application to submit to the Zoning Administrator. The Zoning Administrator shall review the applications and if the submittal is found to be complete and in accordance with the county codes and guidelines the Zoning Administrator shall schedule the application for a citizen review process in accordance with § [154.077](#).

(1) The following information shall be included in the application:

- (a) Legal description of the real property and indication of gross area;
- (b) Nature of the applicant's interest in the land to be developed, and an authorization letter for applicant to act on behalf of property owner if applicant is not the owner;
- (c) Site conditions. An analysis of the existing site conditions which indicates at a minimum:
  1. Topographic contours with intervals of no more than 2 feet, to a distance to 100 feet beyond the property boundary;
  2. Location and extent of major vegetative cover (in any);
  3. Location and extent of perennial or intermittent streams and water ponding areas;
  4. Access including ingress and egress to adjacent properties and streets;
  5. Existing drainage patterns; and
  6. Other information considered relevant by the applicant or county staff.
- (d) A site plan in accordance with §§ [154.035-154.040](#);
- (e) Plans indicating the alignment and sizing of water lines, sanitary sewers, and storm sewer (if any), as well as easements for all utilities. Also indicated shall be the proposed surface drainage patterns;

(f) Preliminary architectural plans indicating the elevations and exterior finishes of proposed buildings (if any);

(g) Decommissioning plan.

1. Financial surety;

2. Applicants for solar electric projects shall provide a form of surety, either through escrow account, bond, or otherwise at the discretion of the county, to cover the cost of removal in the event the county must remove the installation and remediate the landscape, in an amount of 110% of the cost of removal or an amount and form determined to be reasonable by the county, but in no event to exceed more than 125% of the cost of removal and compliance with the additional requirements set forth herein, as determined by the project applicant and the county. Such surety will not be required for municipally, state-owned or publicly regulated facilities. The project applicant shall submit a fully inclusive estimate of the costs associated with removal, prepared by a qualified engineer. The amount shall include a mechanism for calculating increased removal costs due to inflation;

(h) A 3-dimensional model of the proposed solar field, and associated structures, is not required but encouraged as a means of indicating the character of the proposed SFOZ as well as depicting site development relationships.

(2) Public hearing and decision by Planning and Zoning Commission.

(a) Notice of public hearing. The Zoning Administrator shall prepare and publish a notice of public hearing in accordance with § [154.077](#).

(b) Review. In considering the application, the Planning and Zoning Commission shall consider the following: interrelationship with the plan elements to conditions both on and off the property, the impact to the existing and anticipated traffic and parking conditions, pedestrian and vehicular ingress and egress, building location and height, landscaping or re-vegetation as necessary, lighting, grading, signage, screening, setbacks and other related matters.

(c) The Planning and Zoning Commission shall consider oral or written statements from the applicant, the public, county staff or its own members. The Commission may question the applicant and approve, disapprove, or table the SFOZ and site plan. The application may not be continued for more than 2 regular meetings of the Planning and Zoning Commission without the consent of the applicant.

(d) If the Planning and Zoning Commission determines that the proposed SFOZ and site plan will not be detrimental to the health, safety or general welfare of the community nor will overload water/sewer capacities, burden public facilities or services and at the same time is in harmony with the purposes and intent of this subchapter, the Commission may recommend approval of the SFOZ and site plan along with the necessary conditions to fulfill the intent of this subchapter.

(e) The Planning and Zoning Commission shall forward its written recommendation to the County Commission.

(3) Public hearings and decision by the Board of County Commission.

(a) Notice of public hearing. The Zoning Administrator shall prepare and publish a notice of public hearing in accordance with § [154.077](#).

(b) Review. In its deliberations on the proposed SFOZ and site plan, the County Commission shall consider oral or written statements from the applicant, the Valencia County Planning and Zoning Board, the public, county staff or its own members. Following the public hearing, the County Commission may approve the SFOZ and site plan application, approve the applications with modifications or conditions, deny the applications or continue the hearing. The application may not be continued for more than 2 business meetings in succession without the consent of the applicant.

(C) Schedule of solar project.

(1) Upon submittal of the SFOZ, the applicant shall also submit a solar project schedule. The development of the solar field must begin within 24 months of approval by the county of the SFOZ. A request for an extension of the 24 month period within which to commence development may be administratively extended for a 1 year period upon receipt of an application for extension at least 60 days prior to the expiration of the 24 month period for the following reasons:

(a) FERC for tie into the electrical grid approval is not completed if required or prior approval was changed due to changes in Federal or state laws;

(b) Project is subject to a renewal portfolio standard plan, rate case at the NM PRC which has not been heard yet or which has been delayed or postponed or appealed;

(c) Final lender approval if money is being borrowed, via private lending, bonds or the like;

(d) State regulatory laws changed which affected the project, and amended applications or additional documentation is required before the project may begin; or

(e) A new regulatory body which was created at the Federal, state or local level requires additional documentation.

(2) The applicant may propose to develop the solar field in phases. Such phasing schedule will be submitted with the application to the county for review and approval by Board of County Commission.

Each phase will be administratively approved without the consent of the Commission.

(D) Amendments to SFOZ approval.

(1) Minor changes. Minor changes in the location and placement of buildings, structures, or photovoltaic (PV) arrays may be authorized by the Zoning Administrator and where unforeseen circumstances such as engineering requirements dictate such a change provided that such changes or amendments:

(a) Do not substantially alter the road design or layout;

(b) Do not substantially alter the original conditions for approval;

- (c) Involve no changes in permitted use of the property;
- (d) Do not change the general character or content of an approved plan in a material way;
- (e) Have no adverse effect on adjoining or surrounding property;
- (f) Do not result in any substantial change of major external access points;
- (g) Do not decrease the minimum specified yard setback; and
- (h) Have no adverse effects on traffic operations.

(2) Major changes. All changes except minor changes are major changes. Applications for major changes shall follow the procedures for approval of the SFOZ and site plan.

(E) Denial of SFOZ application. If an application for a Solar Field Overlay Zone is denied, no new application for a SFOZ by the same applicant on the same site or portion of the site may be filed prior to 90 days after the date of denial.

(F) General requirements and standards.

(1) Modification of restrictions of the underlying zoning district(s).

(a) A SFOZ may be used to modify the zoning restrictions of the underlying zoning district of a parcel, in accordance with the requirements of this section. The requirements of this section are in addition to the application requirements set forth in §§ [154.077](#) and [154.035](#) through [154.040](#).

(b) The SFOZ designation, if approved by the Board of County Commissioners, shall be considered a holding zone, wherein the underlying zoning of the site shall stay in effect until the removal and reversion of the SFOZ by the Commission. The reversion of the SFOZ shall be conducted in accordance with division (D) and can be submitted by the property owner(s), their representative, or the county.

(2) Ownership. The land proposed for the SFOZ may be owned by multiple owners if all parties with interests in such land execute the SFOZ site plan application. A SFOZ shall not be approved unless the applicant(s) has/have acquired actual ownership or executed a long term lease (10 years or more) for all the property composing the proposed SFOZ.

(3) SFOZ regulations.

(a) Exclusion. Land which is located within the boundary of the Middle Rio Grande Conservancy District defined as the "Greenbelt" is excluded from the SFOZ.

(b) SOLAR FACILITY. A plant where energy is generated by the sun.

(4) Front, rear and side yard building setback regulations. Solar field building setbacks from all property lines which form the perimeter of the boundaries of the SFOZ or from all interior and exterior dedicated street right-of-ways shall be a minimum of 35 feet. This set back may be adjusted by up to 10%.

(5) Operation and maintenance requirements for solar fields. The property shall be maintained by the owner(s) of the property and/or the operators of the solar field in such a way that the property shall be clear of debris, weeds, trash etc. The equipment shall remain in good repair and working order. Malfunctioning, equipment in disrepair or inoperable equipment shall be removed from the property immediately.

(G) Decommissioning. As express conditions of the land use permit, the applicant agrees to the following:

(1) If the applicant ceases operation of the energy project or begins, but does not complete, construction of the project, the applicant shall restore the site according to a plan approved by the SFOZ site plan application. A temporary shutdown of energy production for up to 1 year will not initiate this provision, provided that the temporary shut-down has resulted from the modification of the facility and/or waiting for upgrade requirements to the grid.

(2) At the time of issuance of application for the construction of the solar production facility, the owner shall provide financial security in the form and amount acceptable to Valencia County to secure the expenses of dismantling and removing said structures. Such surety will not be required for municipally, state-owned or publically regulated facilities. A solar energy production facility owner is required to notify Valencia County immediately upon cessation or abandonment of the operation. The owner shall have 12 months in which to dismantle and remove the large solar energy production facility from the property. A solar energy production facility owner may apply for a 90 day extension of the decommissioning time, provided such application is made at least 60 days before the end of the construction in decommission of the plant.

(3) Upon the commencement of the decommissioning process, any land that contains infrastructure that is essential and part of the electric grid, such as a switching station or transmission or transfer station shall remain and be zoned accordingly without any additional Board of County Commission approval. This parcel shall not exceed 10% of the solar project land mass. The remaining land use will revert to the prior zoning prior to the application.

(Ord. 2014-09, passed 12-17-2014)



**VALENCIA COUNTY****COMMUNITY 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**

CONDITIONAL USE: (\$150.00) CU#

VARIANCE: (\$150.00) V#

TEMPORARY USE: (\$150.00) TU#

SIGN PERMIT (\$100.00) SP#

ZONE CHANGE/MASTER PLAN AMENDMENT/OVERLAY ZONE: (\$350.00) ZC#

FILM PERMIT: (\$150.00) TU#

SITE DESIGN REVIEW: (\$350.00 COMMERCIAL/ \$750.00 INDUSTRIAL) SDR#

WCF/CO-LOCATION: (\$200.00) WCF#

**ALL LAND USE APPLICATIONS MUST INCLUDE A NON-REFUNDABLE REVIEW FEE, SITE PLAN, PROPOSAL LETTER,  
PROPERTY RECORD CARD AND CURRENT ASSESSMENT MAP SHOWING THE PROPERTY AND GENERAL VICINITY**

**LEGAL DESCRIPTION** See attached**ZONING:** Outland District

OTHER PERMITS ISSUED: V TU CU

TOWNSHIP RANGE SECTION

FLOOD ZONE: BFE:

PERMIT #

MAP BOOK/CABINET PAGE

ELEVATION CERTIFICATE#

LOMA CLOMA CLOM-F

TRACT/LOT BLOCK UNIT

PRE CONSTRUCTION FINAL

APP#:

SUBDIVISION/LANDS OF:

R - 186200

**PROPERTY OWNER NAME**

Please see Attached

**PHONE****MAILING ADDRESS****SPACE****CITY****STATE****ZIP****PROJECT LOCATION / SITE ADDRESS:**

See legal description

NMED SEPTIC PERMIT #

AGENT (IF APPLICABLE):

Select ROW, Laurie Moyer

(505) 259-0724

**CURRENT USE OF PROPERTY:** Vacant land**BRIEF DESCRIPTION OF REQUEST:**

Solar overlay zone for a solar generation facility. Las Piedras Community Solar

**OFFICIAL USE ONLY**

APPLICATION RECEIVED BY:

DATE:

5-19-22.

APPLICATION DEEMED COMPLETE:

DATE:

APPLICATION APPROVED/DENIED:

DATE:

P&amp;Z COMMISSION HEARING DATE:

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.

Laurie Moyer, Agent

Printed Name

Signature

May 19, 2022

Date

**Property Profile** Valencia County

**Account:** R186200      **Tax Year:** 2022      **Account Type:**  
**Mill Levy:** 26.877000      **Version:** 01/23/2022      **Area ID:** BN02\_NR  
**Estimated Tax:** \$1,608.06      **Parcel:** 1-005-024-135-135-000000      **Map Number:**  
**\*This mill levy is from the most recent tax roll**      **Status:** Active

**Name and Address Information**

ARROYO RANCH PARTNERSHIP  
PO BOX 948  
BELEN, NM 87002

**Property Location**

No Location Information Available

**Legal Description**

Subd: LAND OF ARROYO RANCH PARTNERSHIP Tract: A 1646.65 AC 1999 REV

**Assessment Information**

2022	Actual	Assessed	Sq Ft	Acres	Taxable
Land	177,838	59,279		1646.650	
Improvements					
Exempt		0			
<b>Total</b>	177,838	59,279		1646.650	59,279
2021	Actual	Assessed	Sq Ft	Acres	Taxable
Land	177,838	59,279		1646.650	
Improvements					
Exempt					
<b>Total</b>	177,838	59,279			59,279

**User Remarks**

## Las Piedras Community Solar Legal Description

### Legal Description

Parcel Number: 1-005-024-135-000000

Legal Description: LAND OF ARROYO RANCH PARTNERSHIP Tract: A  
1646.65 AC 1999 REV

### Property Owner Name and Address:

Arroyo Ranch Partnership

PO Box 948

Belen, NM 87002



May 25, 2022

Valencia County Planning and Zoning Commission  
Commissioner Mark Aguilar, Chair, District 1  
Commissioner Sue Morgan, Vice Chair, District 3  
Commissioner Ralph Freeman, District 2  
Commissioner Phillip Sublett, District 4  
Commissioner Gabe Trujillo, District 5  
444 Luna Avenue  
Los Lunas, NM 87031

Subject: Las Piedras Community Solar– Zone Change Request and Site Development Plan Approval

Dear Planning & Zoning Commission:

Affordable Solar Group, LLC, a local New Mexico solar developer, is seeking approval for a community solar site requiring a Solar overlay zone change from Outland District (OD) to a solar overlay zone change for a parcel of land approximately 58 acres in size in Valencia County. The parcel will be used for the solar electric generation station and related facilities. Additionally, Las Piedras Community Solar Center is seeking Site Development Plan approval for the project. Las Piedras Community Solar Center will be situated on 58 acres in the legal description LAND OF ARROYO RANCH PARTNERSHIP Tract: A 1646.65 AC 1999 REV of the parent parcel, consisting of 1680 acres. When it becomes operational, the Las Piedras Community Solar Center will benefit Valencia County without additional County outlay.

1. Proposed Use

The proposed Las Piedras Community Solar Center is a 5 mega-matt solar electric generating station in Valencia County. The generating station is part of the Community Solar Act SB 84 was approved by the New Mexico State Legislature and signed by the Governor in 2021.

2. Reason(s) why the request if being made

The Project allows for Valencia County to have small scale community solar projects for its citizens. The Community Solar Act allows for solar developers to build small, local solar facilities for the community. This program allows all communities, households, businesses that don't have access to solar for a variety of reasons to have access to solar. In SB 84 Community Solar Act expresses the desire to provide solar generation opportunities and additionally states that 30% of the electricity must be reserved for low-income customers and low- income service organizations. Public Regulation Commission (PRC) drafted rules for the solar program which were completed in April of 2022 which includes a cap on how large the program can be within each utility and other requirements for utilities, developers, and subscribers. More regulations and process are currently being developed. By subscribing to this program, the subscriber receives credit on their electric utility bill for the electric power produced from their portion of the solar site/center and therefore reduces their electric bill.

### 3. Request Meets Criteria

The Zone change request meets the following criteria listed in the Zoning Ordinance:

*A. The proposed change is consistent with the goals, policies and any other applicable provisions of the Comprehensive Plan*

Applicant response:

- The solar overlay zone change is consistent with the Valencia County Comprehensive Plan and will comply with all current County codes and regulations.
- The proposed site is not located on agricultural land thereby protecting agricultural resources in the County.
- Goal J states: "Steer urbanizing development to areas where adequate infrastructure, utilities and public services are available." The proposed project is sited at a good locale with proximity to electric facilities and good solar exposure which provides adequate infrastructure.

*B. 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 availability of utilities and services likely to be needed by the anticipated uses in the proposed district.*

- Applicant response:

The site is in a Outland District (OD). The use of the site for a solar generating station is low to no impact for additional development in the area.

*C. The proposed change enhances the County's protection of public health, safety and welfare for Valencia County.*

- Applicant response:

Valencia County benefits from this project in the area because of the new property tax benefits without requiring any expenditure by the County. This project also allows citizens of Valencia to easily secure solar energy and reduce their electric bills.

### 4. Site Details

a. Total acreage: 1680 acres

Legal Description: LAND OF ARROYO RANCH PARTNERSHIP Tract: A 1646.65 AC 1999 REV

Ownership: Arroyo Ranch

Development Area: 58 acres

b. Access

Roads in the area include as Piedras, Blue Lake Road and Charlene Lane. Access will be taken from Las Piedras. An access driveway 25 feet in width is proposed into the site with a locked entrance swing-gate approximately 25 feet in width. The surface of the access drive will be base course.

For public safety and security purposes, the solar generating station will be enclosed by a chain link security fence 8 feet in height with an additional foot consisting of 3 strands of barbed wire on top and concertina wire at the foot.



- c. Utilities
  - i. Septic/sewer  
No septic/sewer is needed.
  - ii. Water lines  
No water lines are needed.
  - iii. Gas  
No gas lines are needed
- d. Drainage
  - i. Proposed Drainage Management Plan  
Applicant has submitted a Grading and a Drainage Plan to Valencia County.

5. Potential Impacts

- a. Noise  
The project does not create any noise beyond the property lines.
- b. Odors  
No odors are created
- c. Traffic  
During construction, traffic will temporarily increase as vehicles hauling equipment and supplies and worker's vehicles access the site. The generating station is designed to be operated remotely; therefore, approximately one vehicle per week will access the generating station after construction is complete and the generating station becomes operational. Any other traffic would be for any emergencies at the site.
- d. Potential Health Effects  
There are no health effects from the site
- e. Quality of Life Impacts  
The electric power generation industry is a major contributor to our quality of life in the United States. Reliable electric service is essential to modern living and improves everyone's quality of life. In addition, safe, reliable electric power is a cornerstone of community growth and economic development. Solar energy is the latest generating station to the electric power mix. It is important to the health, welfare, and safety of its citizens.

6. For Proposed Commercial Uses and Home Occupation Requests


- a. Type of business  
Solar electric generating station
- b. Hours and Days of Operation  
The generating station operates constantly when the sun is shining.
- c. Number of Employees  
One permanent job will be created for the solar sites and 20 plus temporary employees during construction.
- d. Anticipated Traffic/Cientele  
Existing daily traffic in the vicinity is minimal. A temporary increase in traffic will occur during construction. When the generating station is operational, it is anticipated that traffic will diminish and be like pre-construction levels. Approximately one vehicle per week will access the solar generation station.

7. Other Factors Relevant to the Request

- Schedule of expected development of the solar generating station is expected to begin in mid-2023 with construction lasting 9 to 12 months. An in service or operational date is in 2024. Schedule is dependent on the NM Public Regulation Commission (PRC) completes its proposed rules and selections.
- Distributed area will be reseeded with native grasses
- Signage at the generating station will include a standard 4 feet x 4 feet in size at the entry to the station.
- The project will commit to using cost-competitive local materials.

In summary, this project is necessary to provide all Valencia County citizens with the opportunity to purchase solar power individually to reduce their electric bill. This construction of this solar generating station and its solar power is being provided by a local New Mexico company. Please contact me at (505) 259-0724 if you have any questions or need additional information.

Sincerely

  
Laurie Moyer

Agent

Enclosures:

Application  
Las Piedras Community Solar Center and Vicinity  
Adjacent Ownership Map  
Site Map  
Solar Tracking System Diagram  
Site Development Plan (sheets: Site Plan, Grading Plan, Drainage Plan),  
Proof of ownership letter  
Agent's Letter  
Assessor's Property Record Card

affordable solar

Comino Del Llano Regional Airport

PNM La Luz  
Generation Station

Las Piedras

I-25

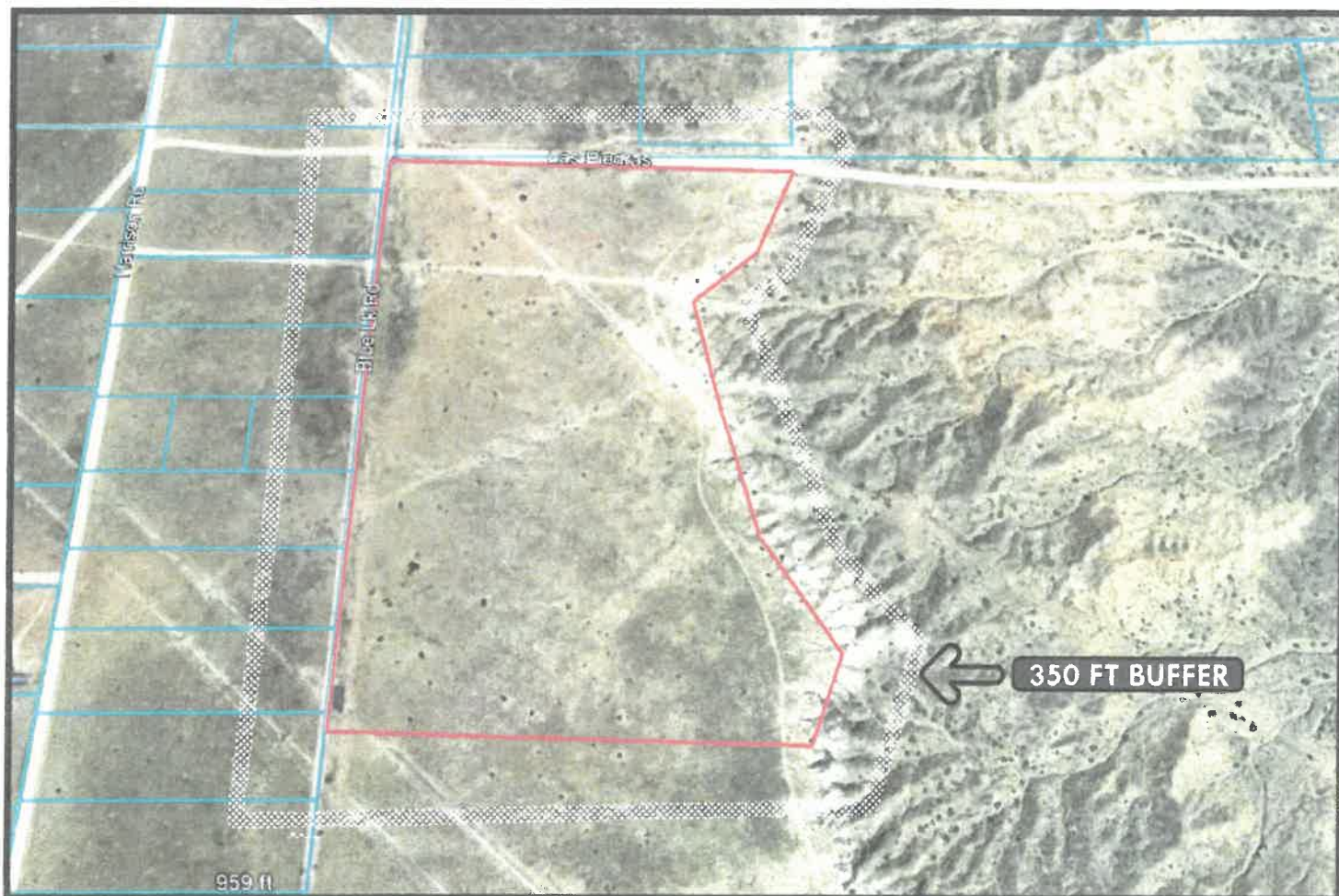
Old US-85

Las Piedras Solar Center





# OWNERSHIP PROPERTY LINES AND BUILDING LOCATIONS WITHIN 350 FEET OF PARCEL

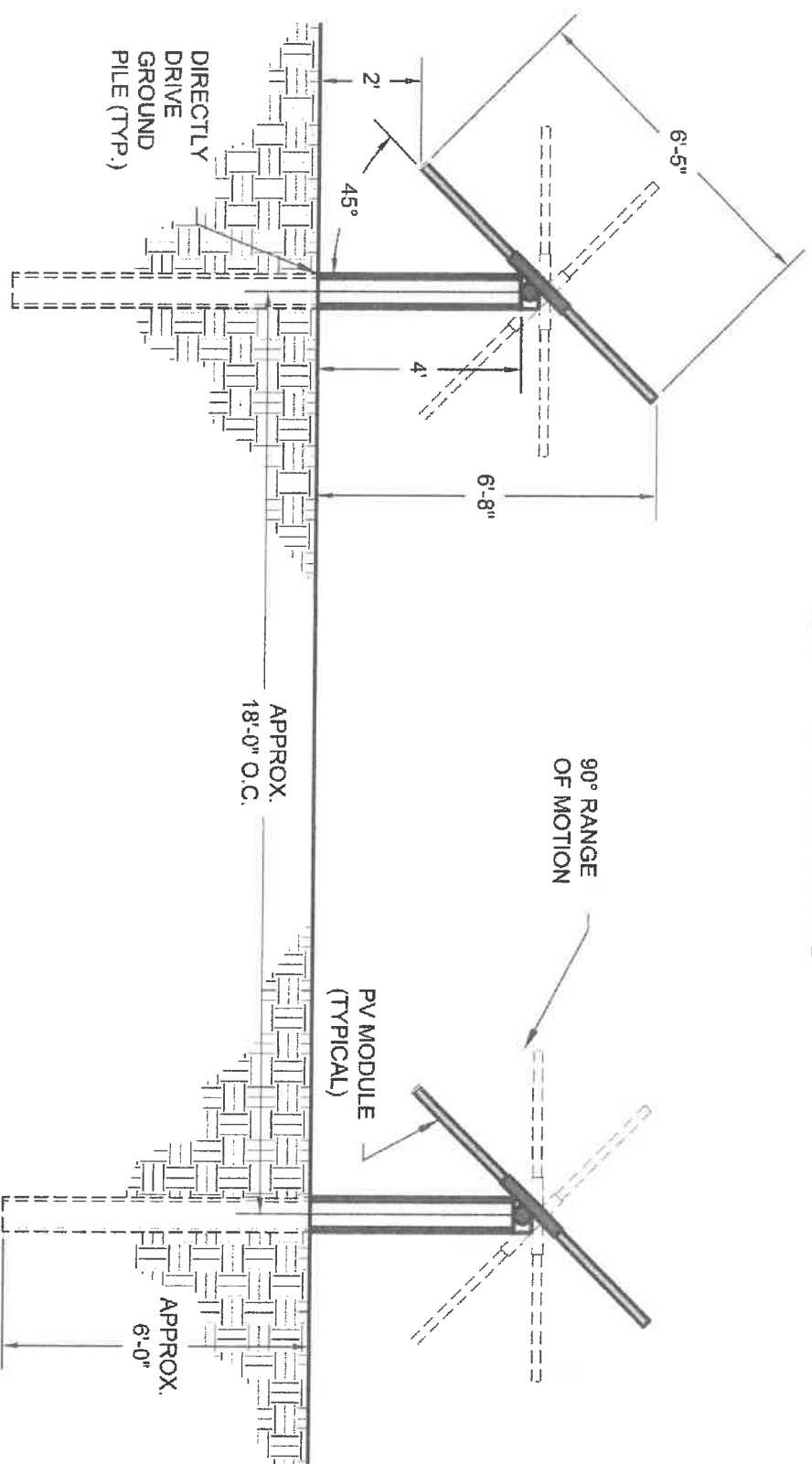


NAME	UPC	OWNER NUMBER	ACCOUNT #
PALLOTTINO BRANDON	1004025240264187800	17649	R083834
BACA LEROY O & BACA SYLVIA	1004025240264187900	124542	R089715
BACA LEROY O & BACA SYLVIA	1004025240264190100	124542	R089716
MCDONALD MICHAEL C & MCDONALD LOLA M	1004025240264190200	117899	R083557
MILLER JAMES L	1004025240264190300	112896	R078868
TWINING LAND CORPORATION	1004025465059000000	349542	R218195
CHENG I MR CHEN / WEN CHEN	1004025240264192310	116886	R082481
BACA ABRAHAM & BACA NORA C TRUST UTD	1004025240264192400	333623	R170865
VICKERS HAROLD E	1004024240285194500	117617	R083224
WALTON JANICE C	1004024240285194600	108785	R074652
SUWAN REUDEE TRUST	1004024240285196600	116866	R082453
JARAMILLO HENRY A & ET AL	1005025180170000000	314068	R141798
MONTANO SALOMON	1005025110170000000	314067	R141797
ARROYO RANCH PARTNERSHIP	1005024135135000000	8344	R186200



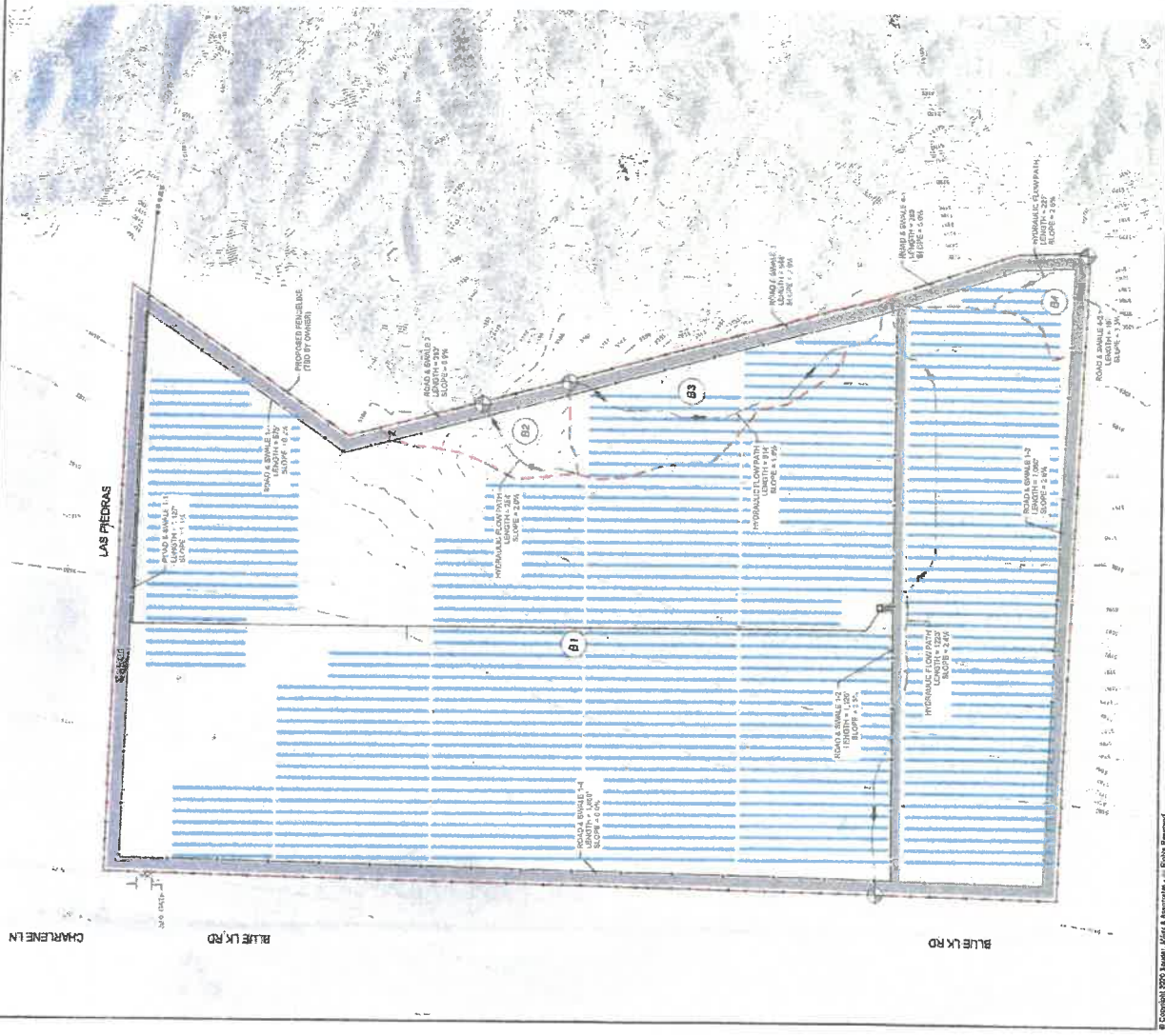


# Solar Trackers



## SINGLE-AXIS TRACKER - SECTION DETAIL

SCALE NONE



**BASIN HYDROLOGIC SOIL CLASSIFICATION & RUNOFF CURVE NUMBER SUMMARY**

Subarea ID	Area (Ac)	Hydrologic Soil Group				Weighted Curve Number
		A	B	C	D	
B1	43.23	100%	0%	0%	0%	63
B2	0.92	100%	0%	0%	0%	63
B3	2.32	100%	0%	0%	0%	65
B4	6.03	100%	0%	0%	0%	63

**100-YEAR 24-HOUR STORMWATER CALCULATIONS**

Subarea ID	Area (Ac)	Runoff Coefficient (C)	Flow Generated (CFS)		Peak Flow (CFS)	Time of Concentration (min)	Required Detention (CFS)
			15-min	30-min			
B1	43.23	0.63	1,100	1,100	1,100	4.00	0
B2	0.92	0.63	100	100	100	4.00	0
B3	2.32	0.65	250	250	250	4.00	0
B4	6.03	0.63	600	600	600	4.00	0

**STORAGE REQUIREMENTS**

Subarea ID	Required Storage (CU FT)	Swale Length (ft)	Swale Volume (CU YD)	Retention Volume (CU YD)
B1	4,500	5,141	0.52	0.78
B2	200	483	0.02	0.03
B3	250	558	0.03	0.04
B4	375	836	0.04	0.06

**SWALE & CHECK DAM SPACING**

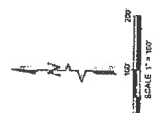
ROAD ID	Runoff Coefficient (C)	Swale Length (ft)	Swale Volume (CU YD)	Retention Volume (CU YD)
Road 1.1	0.63	1,405	1.62	2.43
Road 1.2	0.63	1,009	1.17	1.76
Road 1.3	0.63	1,405	1.62	2.43
Road 1.4	0.63	1,009	1.17	1.76
Road 1.5	0.63	1,405	1.62	2.43
Road 1.6	0.63	1,009	1.17	1.76
Road 1.7	0.63	1,405	1.62	2.43
Road 1.8	0.63	1,009	1.17	1.76
Road 1.9	0.63	1,405	1.62	2.43
Road 2.0	0.63	1,009	1.17	1.76

**SWALE CALCULATIONS**

Swale ID	Swale Length (ft)	Swale Volume (CU YD)	Retention Volume (CU YD)
Swale 1.1	1,405	1.62	2.43
Swale 1.2	1,009	1.17	1.76
Swale 1.3	1,405	1.62	2.43
Swale 1.4	1,009	1.17	1.76
Swale 1.5	1,405	1.62	2.43
Swale 1.6	1,009	1.17	1.76
Swale 1.7	1,405	1.62	2.43
Swale 1.8	1,009	1.17	1.76
Swale 1.9	1,405	1.62	2.43
Swale 2.0	1,009	1.17	1.76

**GENERAL LEGEND**

- SUBBASIN IDENTIFICATION
- DESIGN POINT ID
- DIRECTION OF FLOW
- SUBBASIN BOUNDARY
- SUBBASIN HYDRAULIC FLOW PATH
- MAJOR CONTOUR (5' INTERVAL)
- MINOR CONTOUR (1' INTERVAL)
- PROPOSED FENCELINE
- PROPOSED SWALE
- PROPOSED ACCESS ROAD



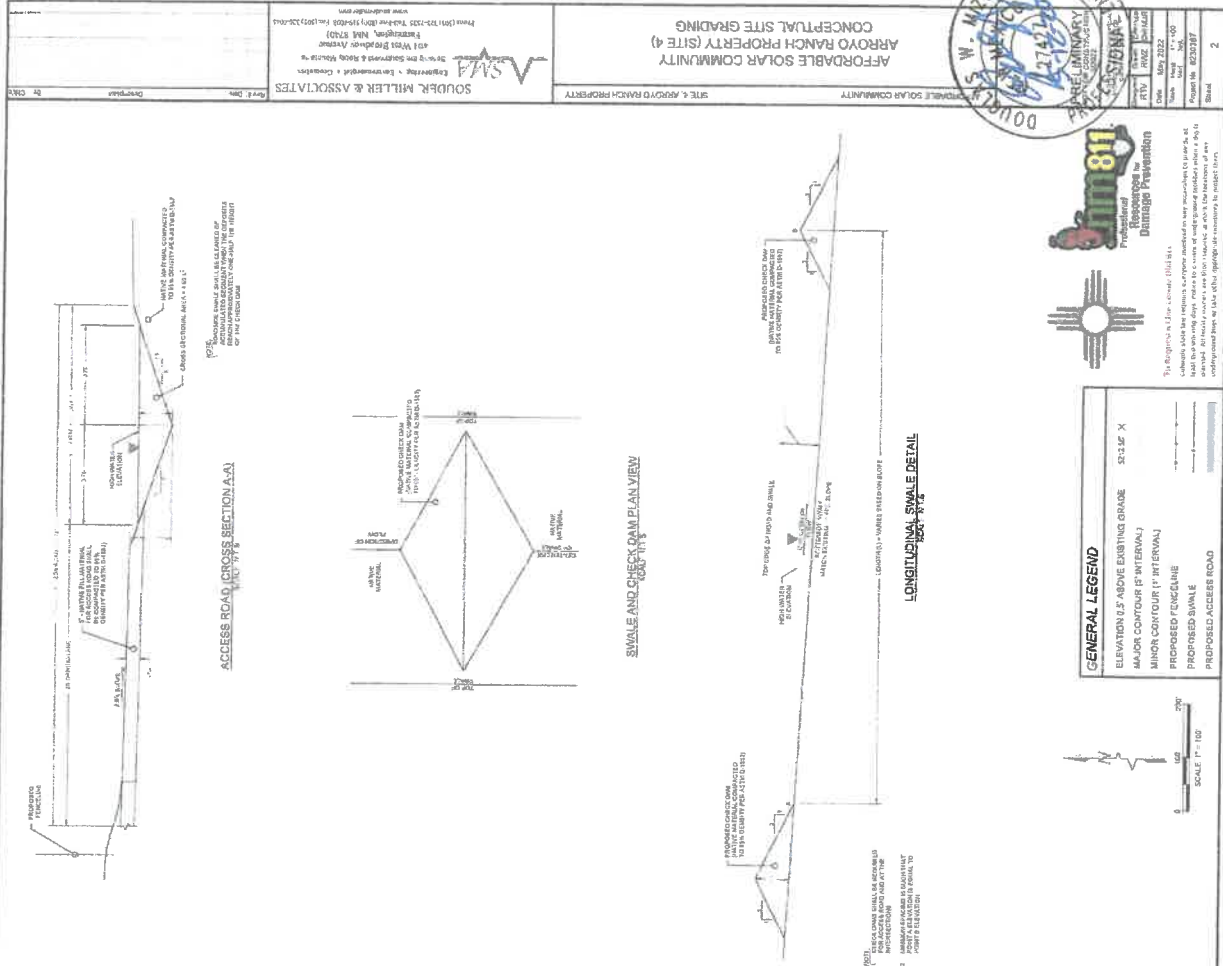
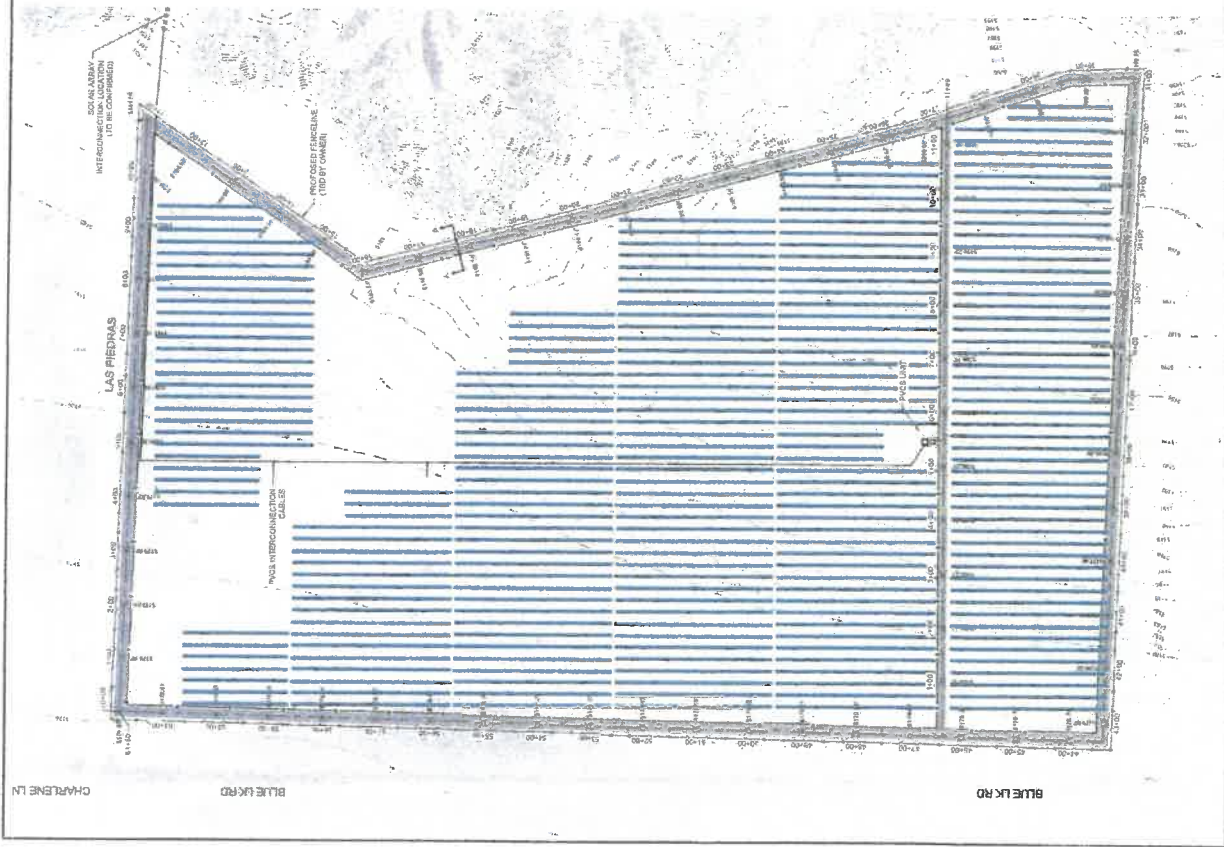
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**CONCEPTUAL SITE DRAINAGE ANALYSIS**

ARROYO RANCH PROPERTY (SITE 4)

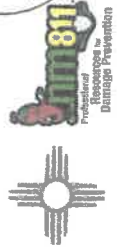
SOILS, MILLER & ASSOCIATES

10000 N. 10th Ave., Suite 100  
Phoenix, AZ 85020  
Phone: (602) 955-1234 Fax: (602) 955-1234



**GENERAL LEGEND**

RELIEF OF ABOVE EXISTING GRADE	5' TO 10' X
MAJOR CONTOUR (1' INTERVAL)	1' TO 5' X
MINOR CONTOUR (1' INTERVAL)	1' TO 5' X
PROPOSED FENCING LINE	1' TO 5' X
PROPOSED SWALE	1' TO 5' X
PROPOSED ACCESS ROAD	1' TO 5' X



**AFFORDABLE SOLAR COMMUNITY**  
**ARROYO RANCHO PROPERTY (SITE 4)**  
**CONCEPTUAL SITE GRADING**

**SOUDER MILLER & ASSOCIATES**  
 Engineering • Environmental • Construction  
 401 West Broadway Avenue  
 Tempe, Arizona 85281  
 Phone: (480) 731-1233 Fax: (480) 731-1234  
 www.soudermiller.com

## **PURCHASE AND SALE AGREEMENT**

This PURCHASE AND SALE AGREEMENT ("Agreement") made this 3rd day of June, 2021 is hereby entered into by and between:

### **1. PARTIES**

Arroyo Ranch Partnership, a New Mexico general partnership, whose address is P.O. Box 948, Belen, New Mexico 87002 (**"Seller"**), and AFFORDABLE SOLAR INSTALLATION, INC., a New Mexico corporation, whose address is at 4840 Pan American Frontage Rd N, Albuquerque, New Mexico 87109 (**"Buyer"**).

Seller and Buyer may be collectively referred to as **"Parties"** and individually as a **"Party."**

### **2. EFFECTIVE DATE**

- 2.1. The effective date of this Agreement shall be defined as the latter of the last signature execution date below (**"Effective Date"**).

### **3. AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY**

- 3.1. For and in consideration of the mutual promises contained herein, the Parties agree as follows:
- a. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller that certain real property described below and any and all associated easements, rights, titles, interests, privileges, improvements and appurtenances, together with any and all mineral and water rights appurtenant thereto (collectively, the **"Property"**).
  - b. This Agreement is contingent on the Parties fulfilling certain conditions precedent as hereinafter described.

### **4. DESCRIPTION OF THE PROPERTY**

- 4.1. *Survey or Drawing.* See Exhibit A for survey or general drawing of the Property containing approximately 60 acres, more or less. If the survey or general drawing of the Property is not complete or is inaccurate, this Agreement will not be invalid and a final survey (**"Survey"**) will be completed or corrected to meet the requirements of the title company which will issue the title policy. Any survey will be prepared at Buyer's expense.
- 4.2. *Legal Description.* See Exhibit B for a general legal description of the Property. If the legal description of the Property is not complete or

is inaccurate, this Agreement will not be invalid and the legal description will be completed or corrected to meet the requirements of the title company that will issue the title policy.

## **5. PURCHASE PRICE**

- 5.1. The purchase price for the Property, which the Buyer agrees to pay to the Seller and which the Seller agrees to accept, shall be [REDACTED] per acre, with the acreage to be determined by final survey as described above ("**Purchase Price**").

## **6. EARNEST MONEY**

- 6.1. Within ten (10) days of the Effective Date of this Agreement the Buyer shall deposit \$[REDACTED] ("**Earnest Money**", which shall include any Additional Earnest Money deposited pursuant to Section 16 of this Agreement) with the title company specified in Section 8.1 to be held in escrow. Any Earnest Money shall be applied towards the final Purchase Price and as otherwise distributed to Seller according to the terms and conditions stated in this Agreement. Notwithstanding anything to the contrary herein, any Earnest Money deposited with the Title Company shall be refundable to Buyer for the first [REDACTED] days following the Effective Date.

## **7. NON-REFUNDABLE FEE TO SELLER**

- 7.1. Upon mutual acceptance of this Agreement, the Buyer shall pay to the Seller a non-refundable fee of \$100.00. The non-refundable fee is in consideration for the execution of this Agreement and is in addition to and independent of any other consideration or payment provided for in this Agreement, is non-refundable, and will be retained by Seller despite any other term or condition of this Agreement.

## **8. TITLE COMPANY**

- 8.1. The title company that will handle the closing (as hereinafter defined) of this transaction will be:



Debbie Hennig  
Senior Vice President/Escrow Officer  
Stewart Title of Albuquerque  
7801 Academy Blvd. NE, Suite 101, Albuquerque, NM 87109  
Direct Line – 505.346.5433  
Fax – 505.821.7403  
Email: [debbie.hennig@stewart.com](mailto:debbie.hennig@stewart.com)  
("Title Company").

## **9. THE CLOSING**

- 9.1. **"Closing"** is defined as the date on which Seller is required to execute the final deed transferring title to the Buyer and Buyer makes available to Seller the balance of the Purchase Price (minus Earnest Money). Closing shall be held at the offices of Title Company as soon as practicable, but in no event later than seven (7) calendar days after Buyer notifies Seller that Buyer is prepared to Close.

## **10. TITLE TO PROPERTY**

- 10.1. The Seller will agree to transfer title to the Property except the mineral rights to Buyer at closing by general warranty deed subject only to (i) any restrictions, reservations, and easements of record that are acceptable to and approved in writing by Buyer and (ii) ad valorem real estate taxes for the year in which the sale closes which are not yet due and payable (the **"General Warranty Deed"**). Any mineral and water rights will be conveyed by quitclaim deed.

## **11. TITLE POLICY**

- 11.1. *Ordering Title Policy.* Within [REDACTED] calendar days from the Effective Date of this Agreement, Buyer will order and pay for a preliminary title insurance binder from Title Company evidencing that at closing Seller will be able to deliver an owner's title insurance policy insuring Buyer, as owner of the Property, for the full amount of the final Purchase Price, and showing that good and marketable fee simple title to the Property is vested in Seller, free of all liens, encumbrances, tenancies and restrictions with no exceptions other than a standard printed exception on the form of the title insurance policy relating to taxes for current and future years and those exceptions otherwise agreed to in writing by Buyer (the **"Title Insurance Policy"**).
- 11.2. *Exceptions to Title Insurance Policy.* If there are any exceptions other than those referred to above, Buyer will have [REDACTED] calendar days from the receipt of the preliminary title insurance binder to so notify Seller. Seller will then have [REDACTED] calendar days from such

notice in which to cure such exceptions. If Seller is unable or unwilling to cure during such time, then within [REDACTED] additional calendar days thereafter Buyer shall elect one of the following by written notice to Seller: (i) Buyer may proceed with closing without regard to such exceptions, or (ii) Buyer may in its sole and absolute discretion allow Seller additional time to cure, or (iii) Buyer may unilaterally terminate this Agreement, in which event, the Earnest Money shall be returned to Buyer. If Buyer does not provide notification of title exceptions within [REDACTED] days after receipt of the binder, or if Seller cures Buyer's exceptions within the time provided, or if Buyer waives any exceptions and does not terminate within the time provided, then the Title Company shall release the Earnest Money to Seller (***subject to the last sentence of Section 6.1 of this Agreement***), which shall thereupon become non-refundable, unless Seller breaches its obligations hereunder.

## **12. OBLIGATIONS AT CLOSING**

12.1. *Seller Obligations at Closing.* At Closing, Seller shall deliver to Buyer:

- a. A final title insurance binder updated as of the date of Closing showing that the Property is free and clear of all encumbrances, mortgages, judgments, liens, tenancies, and restrictions other than such as may have been agreed to in writing by Buyer; and
- b. The General Warranty Deed (which shall include the parties' agreement that Seller shall retain use of the Access and Utility Easement (as defined in Section 17.6 of this Agreement) and shall include as an exhibit a depiction of the Access and Utility Easement);
- c. The Title Insurance Policy, at Seller's expense;

12.2. *Buyer's Obligations at Closing.* At Closing, Buyer shall:

- a. Pay to Seller the balance of the Purchase Price (minus Earnest Money).

## **13. CONDITIONS PRECEDENT TO CLOSING**

13.1. *Due Diligence – General.* Buyer will, at its own expense, and as soon as reasonably practical after the signing of this Agreement conduct any and all due diligence it deems prudent or necessary to conduct in its sole and absolute discretion and may conduct any or all of the following activities: inspections, appraisals, studies, surveys, and testing, including but not limited to site inspections, title inspections, property appraisals, environmental studies, archeological

studies, biological studies, soil studies, solar studies and geotechnical testing (collectively, "**Due Diligence**"). The Parties understand and agree that any Due Diligence conducted by Buyer or its Agents will be completed to the satisfaction of Buyer and that the results of any such Due Diligence must be acceptable to Buyer in its sole and absolute discretion.

- 13.2. *Acquisition of Government Approvals – General.* Buyer will, at its own expense, and as soon as reasonably practical after the signing of this Agreement, attempt to secure any and all necessary regulatory, local, city, county, state, and federal governmental approvals, for Buyer's intended use of the property for a solar generation facility, including but not limited to New Mexico Public Regulation Commission ("**NMPRC**") approvals, any applications or registrations for any permits, licenses, vacations, variances, ordinances, amendments, rezoning, replats, and orders (collectively, "**Government Approvals**"). The Parties understand and agree that any Government Approvals that may be required must be obtained to the satisfaction of Buyer in its sole and absolute discretion.



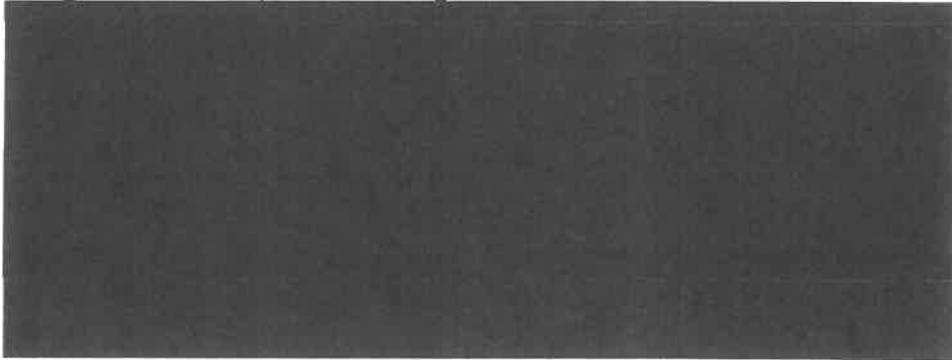
#### **14. TERMINATION AND ADEQUACY OF EARNEST MONEY**

- 14.1. In the event (i) Due Diligence discovers any defect in the Property or otherwise renders the Property unsuitable for Buyer's intended use as determined in Buyer's sole and absolute discretion, or (ii) Government Approvals are unobtainable as determined in Buyer's sole and absolute discretion, Buyer reserves the right to unilaterally terminate this Agreement upon notice to Seller, in which event, any Earnest Money released and paid to Seller to date shall be kept by Seller subject to the terms and conditions of this Agreement. Seller acknowledges that such Earnest Money is full and adequate consideration for this Agreement and that receipt of any Earnest Money is Seller's sole remedy for any such termination by Buyer. In the event of unilateral termination of this Agreement by Buyer as described above, the Title Company shall provide Buyer with any Earnest Money that has not been previously released to Seller.

#### **15. RELEASE OF EARNEST MONEY TO SELLER**

- 15.1. *Release of Earnest Money – General.* Buyer shall authorize Title Company to release Earnest Money to Seller as set forth in Section 11.2.

**16. EXPIRATION OF TERM AND EXTENSION OF AGREEMENT; ADDITIONAL EARNEST MONEY**

- 16.1. *Expiration of Term.* The Parties understand and agree (i) that Buyer shall have one (1) year from the Effective Date to conclude its Due Diligence and obtain all necessary Government Approvals ("Initial Due Diligence Period"), and to close on the Property Purchase and (ii) that Buyer shall have two (2) additional one- (1) year extensions  **Extended Due Diligence Period**) if the Closing has not occurred on or before 
- 

**17. EASEMENTS ON ADJOINING LANDS OF SELLER; ACCESS AND UTILITY EASEMENT**

- 17.1. *Easements on Adjoining Lands.* Seller agrees to grant easements on adjoining lands owned by Seller for any electric lines and any access roads (as defined below) as may be required by Buyer and directly resulting from Buyer's intended use of the Property. Seller shall have the right to approve the final location of said easements, which approval will not be unreasonably withheld or conditioned or unduly delayed. Consideration for any such easements is included in the Purchase Price.
- 17.2. *Easement Requirements – General.*
- a. The easement documents shall be in form and content acceptable to Buyer.
  - b. The easements shall grant Buyer 24 hour, seven days per week, free and unfettered access to and from the Property, to and from any electric lines, and to and from any access roads.
- 17.3. *Easements for Electric Lines.* Easements for electric lines shall be no greater than 100-feet in width and shall extend to the nearest existing electric transmission or distribution line suitable for connection.

- 17.4. *Easements for Access Roads.* Easements for access roads shall be no greater than 50-feet in width and shall extend to the nearest arterial road or street, if possible.
- 17.5. *Survey for Easements.* Easements for any electric lines and access roads across adjoining lands of Seller shall be surveyed by Buyer.
- 17.6. *Access and Utility Easement for Seller's Benefit.* Seller shall retain the right to use certain land located in the westerly 75 feet of the Property as an access and utility easement (the "**Access and Utility Easement**"). The parties agree that the Access and Utility Easement shall be referenced in the General Warranty Deed and shall be depicted on a drawing to be attached as an exhibit to the General Warranty Deed.

## **18. RIGHT OF ENTRY**

- 18.1. *Right of Entry.* While this Agreement is in effect, Seller hereby grants and agrees to allow Buyer and its authorized agents, employees, contractors, subcontractors, successors, and assigns (collectively, "**Agents**") the right to immediate entry and free and unfettered access onto the Property as reasonably required and at such reasonable times to conduct Due Diligence (the "**Right of Entry**").
- 18.2. *No Liens.* Buyer shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors', or subcontractors' liens with regard to Buyer's Due Diligence activities on the Property pursuant to the Right of Entry.
- 18.3. *Indemnification.* Buyer agrees to defend, indemnify and hold harmless Seller from any claims or damages caused by or arising from Buyer's Due Diligence activities on the Property pursuant to the Right of Entry unless said claims or damages result from Seller's negligence or willful misconduct.
- 18.4. *Restoration of Property.* In the event Buyer does not close on the purchase of the Property after conducting and completing its Due Diligence, except in the event of an uncured default by Seller, Buyer will restore the Property to the physical condition it was in immediately prior to any Due Diligence activities conducted on the Property by Buyer or its Agents pursuant to the Right of Entry.
- 18.5. *Term of Right of Entry.* The duration of the Right of Entry shall last until all Due Diligence work is completed to the satisfaction of Buyer. However, in any event, the term shall not last longer than one (1) year from the Effective Date of this Agreement (as hereinafter defined),



unless (i) otherwise agreed to in writing by the Parties, or (ii) this Agreement is extended as set forth in Section 16 of this Agreement.

## **19. SELLER REPRESENTATIONS, WARRANTIES, AND COVENANTS**

19.1. *Seller Representation and Warranties.* Seller represents and warrants that as of date of execution of this Agreement and that at closing that:

- a. Seller has the legal right, power and authority to execute this Agreement and to sell the Property to Buyer.
- b. Seller has and will transfer to Buyer good and marketable fee simple record title to the Property, free from of all liens, encumbrances, tenancies and restrictions with no exceptions other than a standard printed exception on the form of the title insurance policy relating to taxes for current and future years and those exceptions otherwise agreed to in writing by Buyer.
- c. To Seller's knowledge, there are no mortgages, provisional registrations, improvements, servitudes, liens, leases, unpaid taxes or any other charges or encumbrances on the Property. There are no defects which may prevent Buyer from acquiring title to the Property.
- d. To Seller's knowledge, there are no civil or administrative or other legal actions and disputes against or involving the Property, including but not limited to any contemplated or pending condemnations or confiscations of any part of the Property.
- e. To Seller's knowledge, Seller has not left, buried or disposed of any pollutant, contaminant, industrial waste, or hazardous material on or in the Property, or caused any pollutant, contaminant, industrial waste, or hazardous material to be left, buried, or disposed of on or in the Property. Seller does not have any knowledge of the existence of such waste or material on the Property.
- f. To Seller's knowledge, there are no legal restrictions, which would prevent, hinder, or delay Buyer from obtaining the Government Approvals necessary for using the Property for a solar generation facility.
- g. To Seller's knowledge, except for the restrictions caused by presently known and identified zoning classifications identified in local, city, and county zoning ordinances, there are no other environmental, zoning or land restrictions which may prevent Buyer from using the Property for a solar generation facility.

- h. The physical description and condition of the Property shall satisfy each of the terms, conditions, descriptions, and representations provided herein. The delivery of possession of the Property shall further satisfy the terms and conditions set forth herein.
- i. The Property is vacant and not subject to any leases or month-to-month tenancies.
- j. Seller is not a Foreign Person, Foreign Company, Corporation or Partnership, or a non-resident Alien subject to the Foreign Investment in Real Property Tax Act of 1980 ("**FIRPTA**") income tax withholding.

19.2. *Seller Covenants.* In addition to Seller's other covenants and obligations contained in this Agreement, Seller agrees as follows:

- a. *Deliveries by Seller.* Seller shall deliver or otherwise make available to Buyer within [REDACTED] calendar days of the Effective Date of this Agreement a copy of all deeds, easement documents, plats, surveys, drawings, photographs, title reports, contracts, zoning information, and environmental reports or assessments that Seller has in its possession.
- b. *Prohibition of Disposition of the Property.* After the Parties execute this Agreement, the Seller shall not, without the prior written consent of Buyer, subdivide any portion of the Property, or do anything that may hinder the full exercise of ownership rights, such as transferring, leasing, or mortgaging the Property to a third party. Seller shall not encumber the Property in any manner and shall maintain the full value of the Property.
- c. *Letter of Agency.* Seller hereby agrees to execute a letter of agency in form and content acceptable to Buyer to allow Buyer to pursue, on behalf of Seller, any and all necessary Government Approvals pertaining to Buyer's intended use of the Property as a solar generation facility (See Exhibit C). Buyer shall provide copies to Seller of any submittals for Governmental Approvals.
- d. *FIRPTA Affidavit.* Seller hereby agrees to execute a FIRPTA affidavit.
- e. *Affidavit for Title Company.* Seller hereby agrees to allow the Title Company to remove delete-able standard printed exceptions.
- f. *Notice of Actions.* Seller covenants that it shall provide Buyer with notice of any threat, institution or pendency of any action, suit or proceeding against or affecting any part of the Property or relating to or arising out of the ownership of any part of the Property as of the Effective Date of this Agreement and through to closing.

- g. *Seller Cooperation.* Seller agrees to cooperate at no expense to Seller with Buyer's efforts to secure any and all Government Approvals for Buyer's intended use of the Property as a solar generation facility and shall execute any and all necessary documents as required in furtherance thereof.
- h. *Seller Disclosure.* Seller will be responsible for disclosing to Buyer all applicable property-specific fees, assessments, taxes, contracts, lease agreements, private memberships and/or association fees or dues, contract service agreements (e.g. road maintenance, etc.), and any encumbrance, restriction, defect in title, or environmental condition of the Property that Seller has knowledge of, that may or may not be of record, which would interfere with Buyer's intended use of the Property.
- i. *Confidentiality.* Seller and Seller's agent(s) agree to keep Buyer's name and the terms of this Agreement and any other agreement pertaining to the purchase and sale of the Property between Buyer and Seller confidential and not to disclose or divulge such information to any third party without Buyer's prior written consent unless (i) such information is or becomes public knowledge as a result of Buyer's actions or (ii) as required by law.

## **20. ENVIRONMENTAL PROVISION**

- 20.1. *Environmental Provision – General.* Seller represents and warrants to the best of Seller's knowledge that the Property is free of hazardous substances as of the Effective Date of this Agreement, and to the best of Seller's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. The Parties agree that each will be responsible for compliance with any and all environmental laws, including any rules, regulations, guidelines, standards, or policies (collectively, "**Environmental Laws**") of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property during the term of this Agreement.
- 20.2. *Environmental Indemnity.* The Parties agree to hold harmless and defend the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any Environmental

Laws, or (ii) any environmental conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party. The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section will survive the expiration of this Agreement.

## **21. FURTHER DOCUMENTATION**

- 21.1. The Parties shall, in good faith and in a timely manner, execute such additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement and to further the development of Buyer's intended use of the Property.

## **22. SOLAR RIGHTS**

- 22.1. The Parties understand and acknowledge that Buyer shall be making application for solar rights pursuant to 47-3-1 through 47-3-5 NMSA (2007) once the Seller has sold the Property to Buyer.

## **23. COSTS, FEES, PRORATIONS & APPORTIONMENT**

- 23.1. *Costs – General.* Unless otherwise specified in this Agreement, each Party shall be responsible for their own costs associated with this transaction.
- 23.2. *Ad Valorem Taxes.* All ad valorem taxes shall be prorated through closing.
- 23.3. *Special Assessments.* All special assessments will be paid by Seller.
- 23.4. *Broker or Agent Costs.* If any Party has employed the services of a real estate broker or agent in connection with the Property, the Party retaining or employing such broker or agent shall pay any and all such broker or agent fees or expenses outside closing. Seller shall indemnify and hold Buyer harmless from and against any and all claims for broker's or agent's commissions made by any other party claiming through Seller. Buyer confirms that Buyer has employed the services of John Tekin and will be responsible for any fee due to Mr. Tekin.
- 23.5. *Buyer Costs.* Buyer will be responsible for paying for all costs associated with any Due Diligence initiated by Buyer. However, Buyer

shall not be obligated to pay for any costs associated to cure any environmental, land, or title defects that may be uncovered by Buyer's Due Diligence unless otherwise specifically agreed to in writing by the Parties. Buyer shall pay the cost for deleting any exceptions to the standard ALTA Title Insurance Policy and for any endorsements thereto.

23.6. *Seller Costs.* Seller will satisfy in full any and all encumbrances, mortgages, judgments or liens on the Property that are of record or otherwise known to Seller on or prior to closing unless otherwise specifically agreed to in writing by the Parties. Seller will pay the cost of the standard ALTA Title Insurance Policy in the amount of the Purchase Price.

## **24. FAILURE TO CLOSE**

24.1. If Seller wrongfully fails to close this transaction for any reason, except as provided in this Agreement, and if Buyer has fully performed or tendered performance of all the obligations of Buyer as provided in this Agreement, then Buyer either (i) may specifically enforce performance of this Agreement; or, (ii) on demand by Buyer, the Earnest Money Deposit will be paid to Buyer by Seller, and Buyer may pursue any other remedy available at law or in equity, including the recovery of reasonable costs and attorney's fees. If Buyer wrongfully fails to close this transaction for any reason, except as provided in this Agreement, and Seller has fully performed or tendered performance of all the obligations of Seller as provided in this Agreement, then the Earnest Money Deposit will be forfeited as liquidated damages and will be kept by Seller as the only remedy of Seller, and Seller and Buyer will have no further rights obligations, or liabilities to each other as provided in this Agreement.

## **25. ASSIGNMENT**

25.1. Buyer may transfer, assign or convey any interest under this Agreement without obtaining the prior written consent of Seller.

## **26. INDEMNIFICATION**

26.1. *Seller's Indemnity.* If this transaction is closed, Seller will indemnify, defend and hold Buyer harmless, to the extent allowable by law, against:

- a. All liabilities and obligations of Seller and the agents or employees of Seller, of any nature whether accrued, absolute contingent, or otherwise



arising out of the ownership of the Property by Seller before Closing, except for the Assumed Obligations after Closing.

- b. Any damage or deficiency resulting from any misrepresentation, omission, breach of warranty, or non-fulfillment of any agreement on the part of Seller as provided in this Agreement, or from any misrepresentation in or omission from any affidavit or other instrument furnished or to be furnished by Seller to Buyer as provided in this Agreement.
- c. All liabilities, obligations, claims demands, losses, damages, interest, actions, suits, proceedings assessments, judgments, costs and expenses, including reasonable actual fees of lawyers ("Indemnity Losses") incurred or suffered by Seller, incident to any of the above matters or the establishment by Buyer of the right of Buyer to indemnity from Seller.

26.2. *Reimbursement of Buyer.* Seller will reimburse Buyer, on demand, for any payment made at any time by Buyer with respect to any Indemnity Losses to which the above indemnity by Seller relates.

26.3. *Buyer's Indemnity.* If this transaction is closed, Buyer will indemnify, defend and hold Seller harmless, to the extent allowable by law, against:

- a. All liabilities and obligations of Buyer and the agents or employees of Buyer, of any nature, whether accrued, absolute, contingent or otherwise arising out of (i) the ownership of the Property by Buyer after Closing, or (ii) the failure of Buyer to pay or perform the Assumed Obligations after Closing.
- b. Any damage or deficiency resulting from any misrepresentation, omission, breach of warranty, or non-fulfillment of any agreement on the part of Buyer as provided in this Agreement, or from any misrepresentation in or omission from any affidavit or other instrument furnished or to be furnished by Buyer to Seller as provided in this Agreement.
- c. All Indemnity Losses incurred or suffered by Buyer, incident to any of the above matters or the establishment by Seller of the right of Seller to indemnity from Buyer.

26.4. *Reimbursement of Seller.* Buyer will reimburse Seller, on demand, for any payment made at any time by Seller with respect to any Indemnity Losses to which the above indemnity by Buyer relates.

## **27. EXCLUSIVE AGREEMENT**

27.1. *This Agreement shall constitute an exclusive arrangement between the Parties, and from and after the Effective Date of this Agreement, the Seller, its agent, affiliate, employee, contractor, or representative, shall not negotiate for or otherwise deal in the sale, purchase, or lease of the Property with any person or entity while this Agreement is in effect.*

## **28. BINDING EFFECT**

28.1. All rights and obligations of the Parties hereunder shall bind and inure to the benefit of their respective heirs, personal representatives, successors and assigns.

## **29. NATURE AND SURVIVAL OF REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

29.1. All statements contained in this Agreement or in any affidavit or other instrument delivered by or on behalf of Seller as provided in this Agreement, or with respect to this transaction, will be deemed representations and warranties made by Seller. All statements, representations, warranties and agreements including indemnification agreements made by Seller or Buyer, as the case may be, in this Agreement, or as provided in this Agreement, will survive Closing.

## **30. WAIVER; REMEDIES**

30.1. No waiver of any default as provided in this Agreement or delay or omission in exercising any right or power of Seller or Buyer will be considered a waiver of any other default as provided in this Agreement. No exercise or failure to exercise any right or power of Seller or Buyer as provided in this Agreement will be considered to exhaust that right or power. Except as specifically provided in this Agreement, the exercise of or failure to exercise any one of the rights or remedies of Buyer or Seller as provided in this Agreement will not be deemed to be instead of or a waiver of any other right or remedy as provided in this Agreement or available at law or in equity

## **31. ENTIRE AGREEMENT**

31.1. This Agreement contains the entire agreement of the Parties and supersedes all prior agreements, representations, statements and negotiations between the Parties. This Agreement may be modified only in writing and signed by both the Parties.

### **32. GOVERNING LAW**

32.1. This Agreement shall be governed by the laws of the State of New Mexico.

### **33. WARRANTY OF AUTHORITY**

33.1. By signing this Agreement, the following signatories represent and warrant that they have full and complete authority to enter into this Agreement and any other agreement(s) or document(s) associated with this Agreement.

### **34. COUNTERPARTS**

34.1. This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes and all such counterparts shall collectively constitute one agreement.

### **35. NOTICES**

35.1. All notices or other communications required or permitted by this Agreement shall be in writing and either, (i) personally delivered, (ii) delivered by reputable overnight courier, (iii) sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the Parties at the addresses set forth below (or any other address that the party to be notified may have designated to the sender by like notice), or (iv) sent by facsimile with written confirmation back. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the delivery date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notices sent by facsimile shall be deemed given on the first business day following the facsimile confirmation date. Notice of change of address shall be given immediately and by written notice in the manner detailed in this Section.

If to Seller: Arroyo Ranch Partnership  
P.O. Box 948  
Belen, NM 87002  
Telephone: (505) 505-720-4878

If to Buyer: Affordable Solar  
4840 Pan American Frontage Rd N  
Albuquerque, NM 87109  
Telephone: (505) 944-4220

With copy to: Select ROW  
Attn: John Tekin  
PO Box 688  
Celina, TX 75009  
Telephone: (505) 681-6483  
Facsimile: (505) 212-3692

**36. SATURDAY, SUNDAY, HOLIDAY.**

- 36.1. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth herein falls on a Saturday, Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

*(Signatures appear on the following page)*

**AGREED.**

**SELLER:**

Arroyo Ranch Partnership, a New Mexico general partnership

By: Richie Tabet  
(Print Name)

Its: Richard Tabet  
(Print Title)

Signature  Date: 6/3/2021 | 3:04 PM PDT

**BUYER:**

Affordable Solar Installation, Inc., a New Mexico corporation

By: Ryan Centerwall  
(Print Name)

Its: CEO  
(Print Title)

Signature  Date: 6/3/2021 | 5:35 PM CDT



EXHIBIT A

Survey or Drawing

(Appears on the Following Page)

## EXHIBIT B

### Legal Description

The northwesterly 60 acres of Tract A, LAND OF ARROYO RANCH PARTNERSHIP, in Valencia County, New Mexico.

EXHIBIT C

Form of Letter of Agency


Valencia County  
1209 Highway 314  
Los Lunas, NM 87031

**RE: Letter of Agency**

To Whom It May Concern:

I am the authorized agent of Arroyo Ranch Partnership, the owner of the real property shown and described on the attached Exhibit A and Exhibit B ("Property"), which is currently under contract for sale to Affordable Solar Installation, Inc. ("ASI").

On behalf of Arroyo Ranch Partnership, I hereby authorize ASI, Select Properties, Inc., d/b/a Select ROW, and its agents to make such filings and submittals to Valencia County, and such other governmental departments and agencies as necessary to obtain the approvals for the intended use of the Property, including any re-zoning, vacations, or replat of the Property.

If you have any questions or concerns, please contact me at (505) 

Sincerely,

ARROYO RANCH PARTNERSHIP



EXHIBIT C

Form of Letter of Agency

Valencia County  
1209 Highway 314  
Los Lunas, NM 87031

**RE: Letter of Agency**

To Whom It May Concern:

I am the authorized agent of Arroyo Ranch Partnership, the owner of the real property shown and described on the attached Exhibit A and Exhibit B ("Property"), which is currently under contract for sale to Affordable Solar Installation, Inc. ("ASI").

On behalf of Arroyo Ranch Partnership, I hereby authorize ASI, Select Properties, Inc., d/b/a Select ROW, Marble Enterprises, LLC and its agents to make such filings and submittals to Valencia County, and such other governmental departments and agencies as necessary to obtain the approvals for the intended use of the Property, including any re-zoning, vacations, or replat of the Property.

If you have any questions or concerns, please contact me at (505) 440-4146

Sincerely,

ARROYO RANCH PARTNERSHIP

By: 

Printed Name: LeRoy O. Baca

Title: Managing Partner

Account: R186200

Location	Owner Information	Assessment History
Situs Address	Owner Name ARROYO RANCH PARTNERSHIP	Actual Value (2021) \$177,838
City	Owner Address PO BOX 948	Primary Taxable \$59,279
Tax Area BN02_NR - BN02_NR	BELEN, NM 87002	Tax Area: BN02_NR Mill Levy: 26.877000
Parcel Number 1-005-024-135-135-000000		Type Actual Assessed Acres
Legal Summary Subd: LAND OF ARROYO RANCH PARTNERSHIP Tract: A 1646.65 AC 1999 REV		Non-Residential \$177,838 \$59,279 1646.650 Land

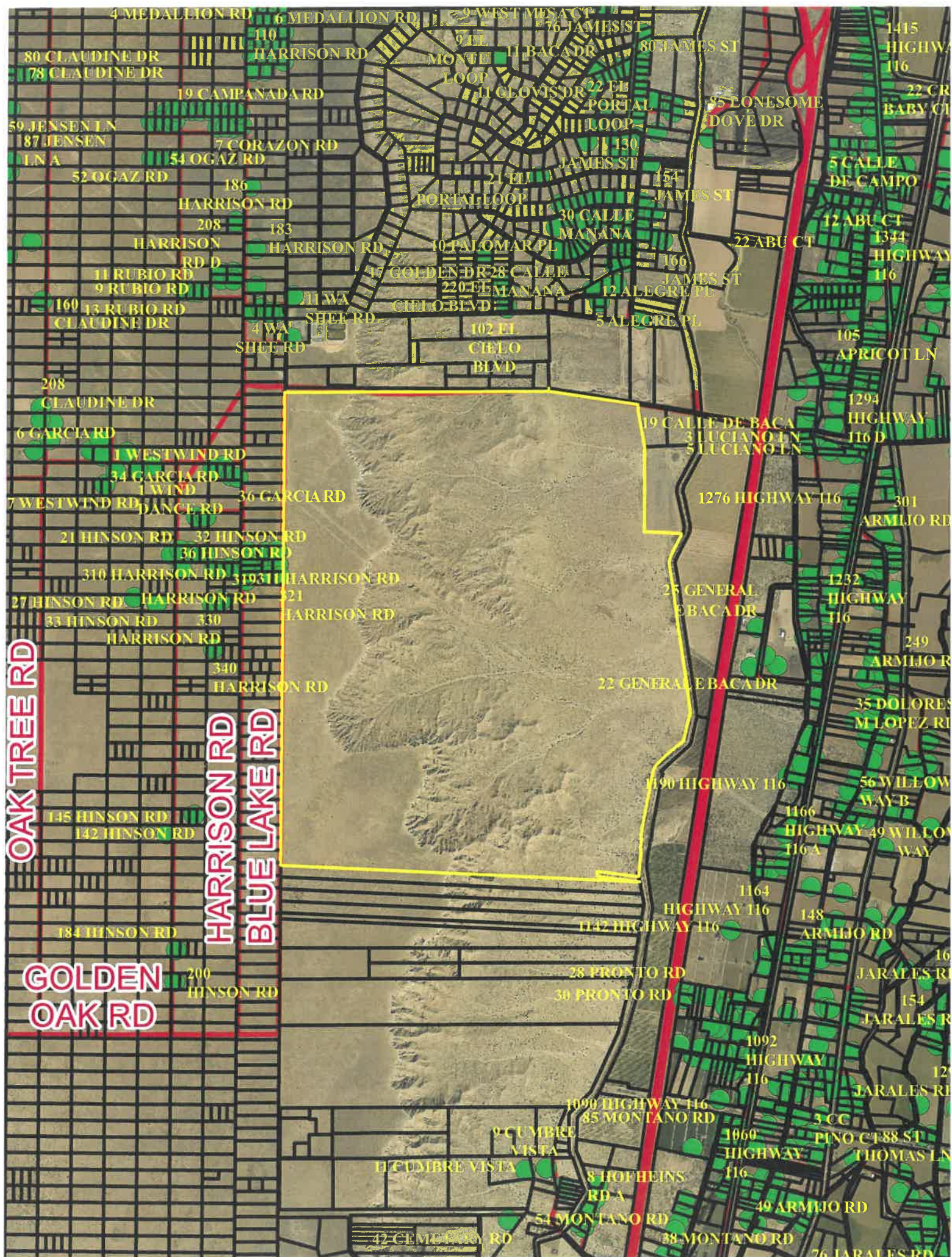
Code

Appraiser STARRY

Tax History	Images
Tax Year Taxes	• <a href="#">GIS</a>
2021 \$1,608.06	
2020 \$1,607.94 	

Special assessments exist for 2021 and 2020







# NOTICE OF PUBLIC HEARING

## COMMISSION CHAMBERS

444 Luna Ave, Los Lunas, NM 87031

June 28, 2022

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 [www.co.valencia.nm.us](http://www.co.valencia.nm.us).

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 [planning.zoning@co.valencia.nm.us](mailto:planning.zoning@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, JUNE 28, 2022 at 3:00 p.m.** to consider the following request:

- **SFOZ #2022-061** Select ROW requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF ARROYO RANCH PARTNERSHIP Tract: A 1646.65 AC 1999 REV. Located East of Blue Lace Rd., Belen, NM 87002, Zoned Outland District (OD). **Located in District 3, P&Z Commissioner Moran, BoCC Hyder.**

**ALL MEMBERS OF THE PUBLIC WILL BE ABLE TO ATTEND AND LISTEN TO THE MEETING VIA FACEBOOK  
LIVE AT THE FOLLOWING LINK: <https://www.facebook.com/VCAAdminandGov/>**

**If you are unable to be at the meeting in person and would like to comment on cases, please email**

**[planning.zoning@co.valencia.nm.us](mailto:planning.zoning@co.valencia.nm.us) or call at 505-866-2050**

**Please include the case number in your correspondence.**

AccountNum	Owner	OwnerAddre	
R081233	ARROYO RANCH PARTNERSHIP	PO BOX 948 BELEN, NM 87002	SFOZ #2022-061
R221733	CITY OF BELEN	100 S MAIN ST BELEN, NM 87002	SFOZ #2022-061
R212030	ROY D MERCER LLC	3211 HIGHWAY 47 LOS LUNAS, NM 87031	SFOZ #2022-061
R072235	PATRICK DEBORAH	3301-R COORS ROAD NW #237 ALBUQUERQUE, NM 87120	SFOZ #2022-061
R071723	PECK LINDA C	3227 MOHICAN AVE SAN DIEGO, CA 92117	SFOZ #2022-061
R089715	BACA LEROY O & BACA SYLVIA	844 MC BACA LN BELEN, NM 87002	SFOZ #2022-061
R083557	MCDONALD MICHAEL C & MCDONALD LOLA M	6004 HOWELLSVILLE RD FRONT ROYAL, VA 22630-5946	SFOZ #2022-061
R078868	MILLER JAMES L	PO BOX 336 WASHINGTON, MO 63090	SFOZ #2022-061
R082481	CHEN CHENG-I MR & CHEN WEN CHYOU-CHU MRS	4F No.10, LANE 135, SHIDA RD DA'AN DISTRICT TAIPEI CITY 106 TAIWAN	SFOZ #2022-061
R170865	BACA ABRAHAM & BACA NORA C TRUST UTD	6504 CARDINAL DR FLOWER MOUND, TX 75022-5801	SFOZ #2022-061
R083224	VICKERS HAROLD E	10621 PRESTWICK NE ALBUQUERQUE, NM 87111	SFOZ #2022-061
R074652	WALTON JANICE C	209 YOSEMITE ROAD GEORGETOWN, TX 78628-5103	SFOZ #2022-061
R082453	SUWAN REUDEE TRUST	1404 TWIN OAKS LAKEWOOD, NJ 08701	SFOZ #2022-061
R218195	TWINING LAND CORPORATION	1400 S CHARLES ST BALTIMORE, MD 21230-4263	SFOZ #2022-061
R071724	PECK LINDA C	3227 MOHICAN AVE SAN DIEGO, CA 92117	SFOZ #2022-061
R071697	ANDERSON A MELCHER & ANDERSON SHIRLEY M	1335 BAYSHORE DRIVE ENGLEWOOD, FL 34223	SFOZ #2022-061
R075049	MURPHY STEVEN T & MURPHY LAURA R	12 BLUEHILL RD LOS LUNAS, NM 87031	SFOZ #2022-061
R079119	RICE ALLYSON F	47 PINE TREE MANOR MOSCOW MILLS, MO 63362	SFOZ #2022-061
R210868	MERCADO MANUEL	641 PALOMA BLANCA CHAPARRAL, NM 88081	SFOZ #2022-061
R081507	LAURITSEN TERRY N & LAURITSEN NANCY M	1312 HERTZ DR SE ALBUQUERQUE, NM 87108	SFOZ #2022-061
R187836	WINK PAMELA J & LANDIS PETER J	315 HARRISON RD BELEN, NM 87002	SFOZ #2022-061
R079186	STEINER ENTERPRISES INC	321 HARRISON ROAD BELEN, NM 87002	SFOZ #2022-061
R218166	TWINING LAND CORPORATION	1400 S CHARLES ST BALTIMORE, MD 21230	SFOZ #2022-061
R000008	RHINO ENVIRONMENTAL SERVICES INC	4717 HONDO PASS 1D PMB #223 EL PASO, TX 79904	SFOZ #2022-061
R000004	MORONES HECTOR ORTIZ & MORONES JORGE H ORTIZ & MORONES ALEJANDRO ORTIZ	8300 VISTA SERENA LANE SW ALBUQUERQUE, NM 87121	SFOZ #2022-061
R074377	CONRAD ORADELL D & CONRAD SALLY A	805 COMPASSION DR APT 108 WINDSOR, CO 80550	SFOZ #2022-061
R075243	BUTLER CHARLES HENRY JR	2011 KANGAROO CT EL DORADO, CA 95623	SFOZ #2022-061
R083176	VASQUEZ ROSE	19 POOLE CIRCLE HOLBROOK, MA 02343	SFOZ #2022-061
R077610	KINZELMAN PAUL TRUSTEE	7 PARKLANE CIRCLE PERALTA, NM 87042	SFOZ #2022-061
R082445	TONG CHI M & MRS KAM W HUNG	1310 N AVIGNON DR GLADWYNE, PA 19035	SFOZ #2022-061
R079481	MINNIX ROBERT L & MINNIX SILVIA	PO BOX 270 ALTO, NM 88312	SFOZ #2022-061
R079317	TAYLOR DAVID MICHAEL	1937 PELICAN PLACE COSTA MESA, CA 92627	SFOZ #2022-061
R218238	TWINING LAND CORPORATION	1400 S CHARLES ST BALTIMORE, MD 21230	SFOZ #2022-061
R081338	SANCHEZ VICTORIA & MENDEZ DAN TRUJILLO	7220 CENTRAL AVE SE APT 1044 ALBUQUERQUE, NM 87108	SFOZ #2022-061
R079066	FLEECE MONICA & FLEECE STEPHEN	348 LAKE HAVEN CT SUWANEE, GA 30024	SFOZ #2022-061
R187914	VOLKMANN BARBARA L	7609 HAVERHILL ROAD EXT LAKE WORTH, FL 33463	SFOZ #2022-061
R167394	CRANEY JOHN A & CRANEY MICHAEL A & JAMES E	826 SOUTH NEW STREET WEST CHESTER, PA 19382	SFOZ #2022-061
R074071	CITY OF BELEN	100 S MAIN ST BELEN, NM 87002	SFOZ #2022-061
R141797	MONTANO SALOMON	PO BOX 10 BOSQUE, NM 87006	SFOZ #2022-061
R141798	JARAMILLO HENRY A & ET AL	PO BOX 44 JARALES, NM 87023	SFOZ #2022-061
R141805	BACA LIBBY A & ETAL	4763 HWY 314 SW LOS LUNAS, NM 87031	SFOZ #2022-061
R225187	COUNTY OF VALENCIA	P.O. BOX 1119 LOS LUNAS, NM 87031	SFOZ #2022-061

**E. Zone Change #2022-063-066 (District III, P&Z Commissioner Moran, BoCC Hyder)**

PNM requests a Zone Change from Rural Residential (RR-1) to Heavy Industrial District (I-3). Legal Description(s): Subd: LAND OF GUS SAN MIGUEL Lot: B1 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A-110, Subd: LAND OF GUS SAN MIGUEL Lot: B2 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A -110, Lot B-3, Lot B-4. Located South of Concha Ln., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-758, 2000.

**F. Solar Field Overlay Zone #2022-067 (District III, P&Z Commissioner Moran, BoCC Hyder)**

OneEnergy Renewables requests a Solar Field Overlay Zone. Legal Description: S: 29 T: 7N R: 1E LOTS 59 & 60 20.00 ACRES +/- . Located at the Northwest corner of Duarte Rd. and Emilia Rd., Los Lunas, NM 87031, Zoned Outland District (OD).

**G. Solar Field Overlay Zone #2022-068-077 (District III, P&Z Commissioner Moran, BoCC Hyder)**

CVE requests a Solar Field Overlay Zone. Legal Description(s): Subd: LAND OF EARL C GLEASON Tract: A 1.30 AC D-4-24 1997 REV (LAND LOCKED), Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B1 1.30 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B2 1.29 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B3 1.29 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B4 1.28 AC D-4-24 1997 REV, Subd: LAND OF EARL C GLEASON Tract: D 2.49 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C1 1.27 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C2 1.26 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C3 1.26 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C4 1.80 AC D-4-24 1997 REV, located North of James St., Belen, NM 87002, Zoned Rural Residential 1 (RR-1).

**H. Solar Field Overlay Zone #2022-079 (District III, P&Z Commissioner Moran, BoCC Hyder)**

Clean Choice Energy requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF JESUS & ERMINIA BACA Tract: B 36.18 ACRES MAP 94 1996 REV. Located North of Vallejos Rd., Los Lunas, NM 87031, Zoned Rural Residential 2 (RR-2).

**8) Next Meeting of the County Planning & Zoning Commission is Tuesday, July 26, 2022 at 3:00 p.m.**

**9) Adjournment**

*If you are an individual with a disability who has special needs, please contact the Planning and Zoning Office at the Valencia County Courthouse, Los Lunas, New Mexico, (505) 866-2050 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in accessible formats. Please contact the Valencia County Planning and Zoning Office at the Valencia County Courthouse if a summary or any type of accessible format is needed.*

**To run on June 9, 16 and 23, 2022**



## **Planning & Zoning Commission Meeting June 28, 2022**

### **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: June 28, 2022

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**Request Title:** Request for a Solar Field Overlay Zone on the property located at S: 29 T: 7N R: 1E LOTS 59 & 60 20.00 ACRES +/- . Located at the Northwest corner of Duarte Rd. and Emilia Rd., Los Lunas, NM 87031, Zoned Outland District (OD). (OneEnergy Renewables) **Application: SFOZ #2022-067**

**Legal Description:**

**SFOZ #2022-067** S: 29 T: 7N R: 1E LOTS 59 & 60 20.00 ACRES +/- . Located at the Northwest corner of Duarte Rd. and Emilia Rd., Los Lunas, NM 87031, Zoned Outland District (OD).

**Request Description:** The property owners are requesting a Solar Field Overlay Zone.

**Background:** The property owner has requested to come before the board to request a Solar Field Overlay Zone. Departmental reviews were requested by Planning & Zoning, please refer to appendix seven in your packet for comments.

**Analysis:** This request is for a Solar Overlay Zone on a property zoned Outland District (OD). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a Solar Field Overlay Zone within Sections 154.154 of the Valencia County Zoning Code.



Valencia County  
Planning and Zoning Commission

Agenda Request Form

MEETING DATE: June 28, 2022

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**§ 154.093 OUTLAND DISTRICT (OD).**

(A) *Purpose.*

(1) The purpose of this zone district is to accommodate large areas which are mostly vacant, unplatted or minimally platted and predominately undeveloped.

(2) Limited, low-density residential development and ranching activities are allowed; but any other use of land in this district is subject to site plan review and permit approval.

(B) *Permitted uses.* Any of the following permissive uses are allowed in this zone district:

(1) Residential uses permitted in the RR-1 District are permitted in the Outland District;

(2) Ranching activities related to the grazing of livestock;

(3) **HOME OCCUPATION**, as defined by this chapter, subject to the standards and limitations set forth in § [154.168](#).

(4) Public facilities; and

(5) Similar uses similar in character, scale and performance, or with similar noise, odor, traffic, air and water quality impacts on neighboring properties.

(C) *Conditional uses.* A zone change, or temporary use permit as appropriate, is required for all other uses not expressly permitted in division (B) above.

(1) Secondary dwelling, as outlined in § [154.105](#); and

(2) Home occupation where the business includes visits to the site from clients, customers, patients, patrons, or similar individuals. Such home occupations may allow for employment of up to two non-family members and may be approved for a period of time not to exceed two years, and are subject to the standards and limitations set forth in § [154.168](#).

(D) *Non-conforming uses.* Non-conforming uses found in the Outland District are subject to the non-conforming use provision of § [154.059](#) as well as any other applicable provisions of this chapter.

(E) *Minimum dwelling lot size.* The following standards apply to all land uses within this zone district: minimum lot sizes for dwellings shall be as provided by the RR-1 Zone District herein this chapter.

(Ord. 2004-05, passed 9-15-2004; Am. Ord. 2006-06, passed 6-16-2006; Am. Ord. 2017-03, passed 11-1-2017) Penalty, see § [154.999](#)



**VALENCIA COUNTY****COMMUNITY 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**

CONDITIONAL USE: (\$150.00) CU#

VARIANCE: (\$150.00) V#

TEMPORARY USE: (\$150.00) TU#

SIGN PERMIT: (\$100.00) SP#

ZONE CHANGE/MASTER PLAN AMENDMENT: (\$350.00) ZC#

FILM PERMIT: (\$150.00) TU#

SITE DESIGN REVIEW: (\$350.00 COMMERCIAL/ \$750.00 INDUSTRIAL) SDR#

WCF/CO-LOCATION: (\$200.00) WCF#

*2022-06-7*

**ALL LAND USE APPLICATIONS MUST INCLUDE A NON-REFUNDABLE REVIEW FEE, SITE PLAN, PROPOSAL LETTER, PROPERTY RECORD CARD AND CURRENT ASSESSMENT MAP SHOWING THE PROPERTY AND GENERAL VICINITY**

**LEGAL DESCRIPTION**

TOWNSHIP \_\_\_\_\_ RANGE \_\_\_\_\_ SECTION \_\_\_\_\_

**ZONING:** \_\_\_\_\_

FLOOD ZONE: \_\_\_\_\_ BFE: \_\_\_\_\_

OTHER PERMITS ISSUED: V \_\_\_\_\_ TU \_\_\_\_\_ CU \_\_\_\_\_

PERMIT # \_\_\_\_\_

MAP \_\_\_\_\_ BOOK/CABINET \_\_\_\_\_ PAGE \_\_\_\_\_

ELEVATION CERTIFICATE# \_\_\_\_\_

LOMA \_\_\_\_\_ CLOMA \_\_\_\_\_ CLOM-F \_\_\_\_\_

TRACT/LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ UNIT \_\_\_\_\_

PRE CONSTRUCTION \_\_\_\_\_ FINAL \_\_\_\_\_

APP#: \_\_\_\_\_

SUBDIVISION/LANDS OF: \_\_\_\_\_

**R** - 067220**PROPERTY OWNER NAME**

Albert Niedan

**PHONE**

704.953.2729

**MAILING ADDRESS**

1824 Asbury Hall Court

**SPACE****CITY**

Charlotte

**STATE**

NC

**ZIP**

28209

**PROJECT LOCATION / SITE ADDRESS:**

Legal Description: S29, T7N, R1E, Lots 59 &amp; 60, 20acres

NMED SEPTIC PERMIT # \_\_\_\_\_

**AGENT (IF APPLICABLE):**

OneEnergy Renewables c/o Nathan Stottler

**CURRENT USE OF PROPERTY:**

Vacant

**BRIEF DESCRIPTION OF REQUEST:**

Requesting the addition of the Solar Field Overlay Zone (SFOZ) to the parcel.

**OFFICIAL USE ONLY**APPLICATION RECEIVED BY: *Jesús Romero*DATE: *6-1-22*

APPLICATION DEEMED COMPLETE:

DATE:

APPLICATION APPROVED/DENIED:

DATE:

P&amp;Z COMMISSION HEARING DATE:

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.

Nathan Stottler

Signature *Nathan Stottler*

2022-05-26

Date



SOLAR FIELD OVERLAY ZONE PROPOSAL LETTER

GROUNDSEL SOLAR

3MW GROUND-MOUNTED SOLAR PV PROJECT  
VALENCIA COUNTY, NM

---

oneenergy  
renewables  
.com

415.706.3353

May 26, 2022  
Valencia County Community Development Department  
444 Luna Avenue  
Los Lunas, NM 87031

RE: Solar Field Overlay Zone Proposal for 3-Megawatt Solar Project

Members of the Staff, Valencia County Planning & Zoning Commission, and Board of County Commissioners:

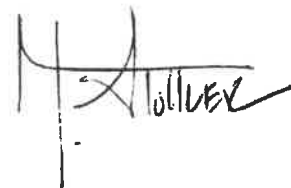
OneEnergy Development, LLC, a wholly owned subsidiary of OneEnergy, Inc. (d/b/a OneEnergy Renewables), is pleased to submit the following Solar Field Overlay Zone Proposal to the Valencia County Community Development Department for the Groundsel Solar Project, a 3MW solar project outside of Los Lunas, New Mexico.

We believe that we have addressed and/or exceeded the conditions listed in the Valencia County Zoning Ordinance and the guidance provided by the Department staff.

OneEnergy has been actively developing utility-scale renewable energy projects across the United States since 2009, with more than 200MW of projects operating or under construction. In that time, OneEnergy has become a leading developer of community solar projects, with a particular strength in working with local permitting authorities to ensure our projects are integrated seamlessly into their communities.

Thank you for your consideration of this application. We look forward to earning your approval through the special use permit process. Should you have any questions, please contact me directly at [Nathan@OneEnergyRenewables.com](mailto:Nathan@OneEnergyRenewables.com) (320.226.7688).

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan Stottler", with a stylized flourish at the end.

Nathan Stottler  
Manger - Project Development

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## SECTION 1. PROPOSED USE

The Groundsel Solar facility has been designed as a Community Solar Garden (CSG), providing electric generation for the community's customers of the Public Service Company of New Mexico (PNM). The facility is projected to produce 9,000 MWh annually – enough renewable energy to power over 750 average U.S. homes. The facility will be located on Valencia County Parcel No. R067220, a 20ac parcel owned by Albert Niedan. See Appendix A for ALTA survey and legal description.

**REGIONAL CONTEXT MAP**



**LOCAL CONTEXT MAP**





## **NEW MEXICO'S COMMUNITY SOLAR PROGRAM**

New Mexico's Community Solar program was created by the Community Solar Act (CSA), signed into law in April of 2021. Rules for the program are currently being finalized by the New Mexico Public Service Commission (PSC), but general parameters for the program were set forth by the CSA. These parameters include:

- 5MW maximum individual CSG size
- 200MW total program size (initially)
- Projects to be chosen via a qualitative RFP process administered by the PSC
- Current RFP issuance is expected to be August 1, 2022
- Initial program is a 2-year "pilot" with eventual long-term program size to be determined in 2024

## **SECTION 2. REASON FOR THE REQUEST**

The subject parcel (Valencia County parcel no. R067220) is currently zoned Outland District (OD) and is not part of the Solar Field Overlay Zone (SFOZ). In order to construct the Groundsel Solar facility, a re-zone to add the parcel into the SFOZ is required, per OneEnergy correspondence with planner Gabriel Luna dated March 14<sup>th</sup>, 2022.

## **SECTION 3. ZONING ORDINANCE CRITERIA**

OneEnergy is committed to designing, developing, and building solar projects that integrate seamlessly into their communities, and Groundsel Solar is no exception. Section 154.154 of the Zoning Ordinance requires that all SFOZ applicants meet the standards within Section. Additionally, the Planning and Zoning Land Use Application requires that applicants demonstrate how proposed projects fit within the County Comprehensive Plan. The Groundsel Solar facility meets those standards as set forth below:

### **SEC 154.154(A) – PURPOSE OF THE SOLAR FIELD OVERLAY ZONE**

#### **PROMOTE THE USE OF UNDERUTILIZED LAND**

The parcel for which the Groundsel Solar facility is planned is currently vacant and unused. Applying the SFOZ to the parcel will allow the land to be better utilized, both for the landowner and the county.

#### **FURTHER ECONOMIC DEVELOPMENT**

Community Solar Gardens (CSGs) like the Groundsel Solar facility promote local economic development in multiple forms. They help stabilize and even lower the local cost of electricity for all residents (see Section 5 for more details). They also provide opportunities for small businesses and residents to procure affordable, clean energy for themselves – an opportunity that normally exists only for utilities and large corporations. Creating this opportunity in Valencia County can help attract businesses and residents to the county that are looking for clean energy to power their homes and workplaces.

#### **PROMOTE EMPLOYMENT OPPORTUNITIES WITHIN THE COUNTY**

The Groundsel Solar facility creates employment opportunities within Valencia County at two



stages: construction and operations/maintenance. Construction jobs will be during the approximately 6 months construction timeframe. Operations and maintenance personnel for the Solar Facility will be needed anywhere from 25 to 40 years.

#### **HELP DIVERSIFY ENERGY PRODUCTION AND DIVERSIFY THE LOCAL ECONOMY**

By adding energy generation from renewable sources, like the Groundsel Solar facility, the county is diversifying its energy production profile and increasing its energy resilience. Solar energy is affordable and stable – it is not subject to the price spikes seen by thermal energy generation technologies.

### **COMPLIANCE WITH THE VALENCIA COUNTY COMPREHENSIVE PLAN**

The Valencia County Comprehensive Plan considers renewable energy development in its Economic Development section. Table 25: “Economic Development Focus Area” delineates rural areas as ideal for siting renewable energy facilities, including solar facilities. The Groundsel Solar facility is located in the OD zone, the purpose of which is to accommodate large areas of mostly vacant and undeveloped land. By this definition, the OD zone can be reasonably categorized as “Rural,” making the Groundsel Solar facility consistent with this guidance set forth by the Plan.

The Plan also outlines several Community Priorities for economic development. The Groundsel Solar facility aligns with several of these priorities:

#### **SMALL BUSINESS DEVELOPMENT**

Because Community Solar makes renewable energy available to small businesses at an affordable price, the Groundsel Solar facility will promote small business development in two ways: First, it can help small businesses in the County by stabilizing and lowering their utility bills; Second, it can attract further businesses to the County that are seeking opportunities to affordably power their businesses with renewable energy.

#### **MORE EMPLOYMENT OPPORTUNITIES**

The additional small business development opportunities driven by the construction of Community Solar Gardens like the Groundsel Solar facility, as described above, will help create new employment opportunities in the county. Further, the Groundsel Solar facility itself will create employment opportunities for construction workers, contractors, materials suppliers, and operations and maintenance providers.

#### **REDUCE THE COST OF LIVING**

Interconnecting small solar farms, like the Groundsel Solar facility, to the local electric distribution grid increases resiliency by providing power to the community when grid failures and natural disasters might otherwise cut off power from the area. Finally, solar energy prices are more affordable and more stable than prices for electricity from fossil fuels. Supply constraints, global geopolitics, and other factors combine to make fossil fuel prices incredibly volatile. CSGs, however, sell their power to utilities at a set rate for twenty years, helping to keep electricity prices low & stable not only for CSG subscribers but for all PNM customers.

#### **ECONOMIC DIVERSIFICATION AND RESILIENCY**

Solar energy generation is a relatively new technology and is a growing economic sector

nationwide. Bringing solar to Valencia County through CSGs like the Groundsel Solar facility creates economic opportunity in a burgeoning sector. Not only will adding a new source of economic growth and county revenue help diversify the economy of the County, it will make the local economy more resilient by providing – and catalyzing – new jobs and economic opportunities in a sector that is independent of others in the county, helping to ease the pain of downturns in other sectors.

## **SECTION 4: PROJECT DETAILS**

### **SITE CONDITIONS**

See Appendix A for a site map of existing conditions, including vegetative cover, topographic contours, and drainage patterns. Per the National Wetland Index (NWI), no perennial or intermittent streams or water ponding areas exist on site.

### **ACCESS**

Access to the Groundsel Solar site will be provided off Emilia Road. OneEnergy proposes to build a new driveway on the south side of the parcel to provide access to the solar facility. See Appendix B – Site Plan for further details.

### **UTILITIES**

While periodic maintenance visits do occur throughout the year, Groundsel Solar facility is unmanned. Because of this, no utilities are necessary for the project. No water connections are necessary and no groundwater wells will be drilled, ensuring no impact on quantity and quality of local groundwater supplies. No sewer connections are necessary, and no septic tanks will be built, further reducing the risk of water pollution on site.

As a solar energy generation facility, the Groundsel Solar facility will produce, rather than consume, electricity. It will be interconnected to PNM's local electric grid via the 12.47kV, three-phase power line that runs along the south side of Emilia Road and is connected to PNM's Los Chavez Substation.

### **GRADING AND DRAINAGE**

The Groundsel Solar facility will not increase stormwater discharge or cause erosion or siltation of existing waterways. The project site is fairly flat, with a slight slope off-parcel to the east and west. The existing drainage patterns of the site will not be changed by the project.

Soils on site will be disturbed as minimally as possible during construction, and those soils that are disturbed will be stabilized with a native grass mix post-construction to ensure that soils on site remain on site.

### **MAINTENANCE**

The Groundsel Solar facility will be located entirely on privately owned vacant lands. The Project is designed to be a low impact development. Reclamation measures will be implemented to restore the temporarily disturbed near-surface soils at the Project site. The Project will have no permanent impacts, enabling the land to return to its present use at the end of its life. Long-term project maintenance contracts are expected to be awarded to companies local to the Valencia

County community.

#### **SOIL DISTURBANCE**

Only a minimal amount of soil disturbance will be required during construction of the Groundsel Solar facility. The vast majority of existing topsoil and native vegetation will be left intact, with foundation posts installed directly through the existing surface. Erosion prevention measures will be in place to minimize the need to remove existing vegetation and to leave soils in place. Anticipated grading during construction will be minimal, mostly limited to excavation of trenches for the installation of underground conduit and cables. No export or stockpiling of topsoil is expected.

#### **RE-SEEDING AND WEED MAINTENANCE**

Once the Groundsel Solar facility's installation is complete, any disturbed areas will be re-seeded with a weed-free, low-growing native seed mix. Site maintenance will occur several times per year, which will include regular mechanical mowing as the preferred method of weed maintenance. Chemical herbicides will be used for weed maintenance if mechanical mowing does not prove adequate.

#### **SNOW MAINTENANCE**

The Groundsel Solar facility shall be designed to withstand and be compatible with average wind and snowfall for the region. Single-access tracking panels will be programmed to their maximum tilt setting (~60 degrees) during non-functioning hours to keep the panels as snow-free as possible. The Applicant will work with the County to identify and resolve any snow-related issues with the Project.

### **DECOMMISSIONING**

The Groundsel Solar facility has an estimated useful life of 30 years, with the possibility of extending that useful life to 50 years in the case of equipment replacement, upgrading, and repowering later in life. When the useful life of the Groundsel Solar facility has reached its end, power generation will cease, the facility will be decommissioned, and all components of the Groundsel Solar facility will be removed from the property. Finally, the site will be returned to its current and/or former use as native vegetation or agricultural production.

Decommissioning will use the current industry best practices and may change as these practices evolve and improve between now and the end of the useful life of the Groundsel Solar facility.

#### **DECOMMISSIONING PROCESS**

The Groundsel Solar facility will consist of mostly recyclable materials, including semiconductor material, aluminum, glass, steel, copper, and plastic. At the time of decommissioning, these components will be dismantled from the Groundsel Solar facility, separated by material, and sorted according to salvageable value and recyclability.

Prior to commencing construction, OneEnergy will comply with the decommissioning requirements outlined in 154.154 Solar Field Overlay Zone (SFOZ) Decommissioning Plan. Providing financial surety either through escrow account, bond, or otherwise at the discretion of the county, to cover the cost of removal in the event the county must remove the installation and remediate the landscape,

Improvements made to the land (including access roads, driveways, and plantings) during the construction and operation of the Groundsel Solar facility will be reclaimed using industry best practices. Some may remain on the site per the wishes of the landowner.

Decommissioning is planned to include the following steps:

- The project owner will schedule a pre-closure meeting with the Valencia County Planning and Zoning Department up to one year prior to the planned decommissioning of the Groundsel Solar Facility. Final details of the decommissioning will be discussed at this meeting and developed in coordination with the Department.
- Any necessary permits will be acquired prior to the commencing of decommissioning.
- Any agencies and other local departments necessary will be contacted and coordinated with.
- The Groundsel Solar Facility will be disconnected from the electric grid in coordination with PNM.
- Within 12 months of disconnection, the following decommissioning activities will take place:
  - PV modules will be disconnected and removed for salvage or recycling.
  - All electrical cabling (both above and below ground) shall be removed for salvage or recycling.
  - Aluminum racking used to support PV modules will be removed for salvage or recycling.
  - Steel foundation piles will be removed for salvage or recycling.
  - All electric interconnection equipment, including inverters and transformers, shall be removed for salvage or recycling.
  - All concrete foundations shall be removed and properly disposed of.
  - All fencing shall be removed and properly disposed of.
  - All soils disturbed during the decommissioning process will be re-graded to meet existing contours and seeded with a native, dryland seed mix.

## SECTION 5: POTENTIAL IMPACTS

### NOISE

The volume of the Groundsel Solar facility will be 50 decibels or less at any point on any boundary at any time. The component of the Project which makes the most noise are the inverters, which convert solar energy into a form the electrical grid can use. According to research prepared by Tech Environmental for the Massachusetts Clean Energy Center, titled "Study of Acoustic and EMF Levels from Solar Photovoltaic Projects," sound levels from inverters ranged between 48 to 72 dB at a distance of 10 feet. The Project's inverters are currently designed to be at over 130 feet from the nearest adjoining Parcel boundary that are not part of the Project Parcels. Sound pressure levels reduce by about 6 decibels for every doubling in distance. At the higher end of noise from the inverter, 72 dB at a distance of 10 feet, the noise level at over 130 feet would be around 50 dB. The noise associated with the Project occurs during the daytime when solar arrays are generating electricity and are silent at night when the sun is below the horizon.

### ODORS

The Project will not create any odors.

### TRAFFIC

After construction is complete, traffic generated by the Groundsel Solar facility will be limited to one or two light-duty vehicles making infrequent maintenance visits, roughly bimonthly. As such,

traffic is not expected to increase in the neighborhood because of the solar facility, and the public transportation infrastructure serving the facility will not be overburdened.

## HEALTH

### GLARE AND HEAT

Glare and heat will be imperceptible from any point on the boundary line of the Groundsel Solar facility. Photovoltaic panels create electricity by absorbing sunlight and are designed with an anti-reflective material to maximize production and limit reflection. According to a study by Spaven Consulting titled “Solar Photovoltaic Energy Facilities: Assessment of Potential for Impact on Aviation”, solar projects reflect significantly less sunlight than many common materials including roughly 60% less than flat water and 80% less than snow. A Solar Glare Report was generated using Forge Solar, a web-based application developed by Sandia National Laboratory and the industry standard glare screening tool for photovoltaic solar energy projects across the country. The report meets the FAA’s glare analysis requirements per 78 FR 63276, the federal policy for FAA Review of Solar Energy System Projects on Federally Obligated Airports. The site-specific analysis estimates the intensity, time-of-day and duration of reflective glare upon multiple observation points based on the layout of the project. Please see Appendix C – Glare Report for details on which observation points were considered in the analysis. The analysis indicates that there is “No Glare Anticipated” from any residence in the area, including the adjacent roadways and all nearby airports. Additionally, the Project will not produce unusual amounts of heat.

### DUST, SMOKE AND PARTICULATE POLLUTION

The Groundsel Solar facility will not create dust, smoke or particulates during operations. During construction, the Applicant will implement dust control measures using standard industry best practices.

### VIBRATION

The Groundsel Solar facility will not cause vibrations.

### LIGHTING

The Groundsel Solar facility will be an unmanned facility. Lighting is needed for security and occasional after-hours work, however the Applicant would limit the amount of lighting and would shield lighting as needed. Lighting will comply with Valencia County Zoning Ordinance requirements.

## QUALITY OF LIFE

### SERVING THE COMMUNITY - CSG SUBSCRIBERS

Community Solar Gardens (CSGs) create an array of benefits for the communities in which they are sited. The primary function of a CSG is to provide access to solar for utility customers who currently lack it based on a number of factors, which might include:

- Customer cannot afford a down payment for a home solar system
- Roof is not structurally suited for solar panels
- Roof is too shaded for solar panels
- Customer does not own their roof – can apply to any of the following:
  - Residential customers who rent houses

- 
- Residential customers who own or rent condos or apartments
  - Business owners who lease their premises

With these target customer groups, CSGs have the ability to provide their benefits to Low-to-Moderate Income utility customers as well as locally-owned small businesses. Further, unlike large utility-scale solar farms, the power generated by CSGs stay on the local grid, providing their energy directly to local utility customers.

The benefits these customers realize span a wide range, starting with the cost savings on each customer's utility bill. CSGs can help lower the energy burden for subscribers, reducing the amount a customer pays for electricity on a monthly basis – they pay less for the energy from their solar subscription than they would to get that power directly from the utility.

#### **SERVING THE COMMUNITY - ALL UTILITY CUSTOMERS**

But the benefits of CSGs are not just for subscribers. Having small solar farms interconnected to the local grid increases resiliency by providing power to the community when grid failures and natural disasters might otherwise cut off power from the area. Finally, solar energy prices are more affordable and more stable than prices for electricity from fossil fuels. Supply constraints, global geopolitics, and other factors combine to make fossil fuel prices incredibly volatile. CSGs, however, sell their power to utilities at a set rate for twenty years helping to keep electricity prices low & stable not only for CSG subscribers but for all PNM customers.



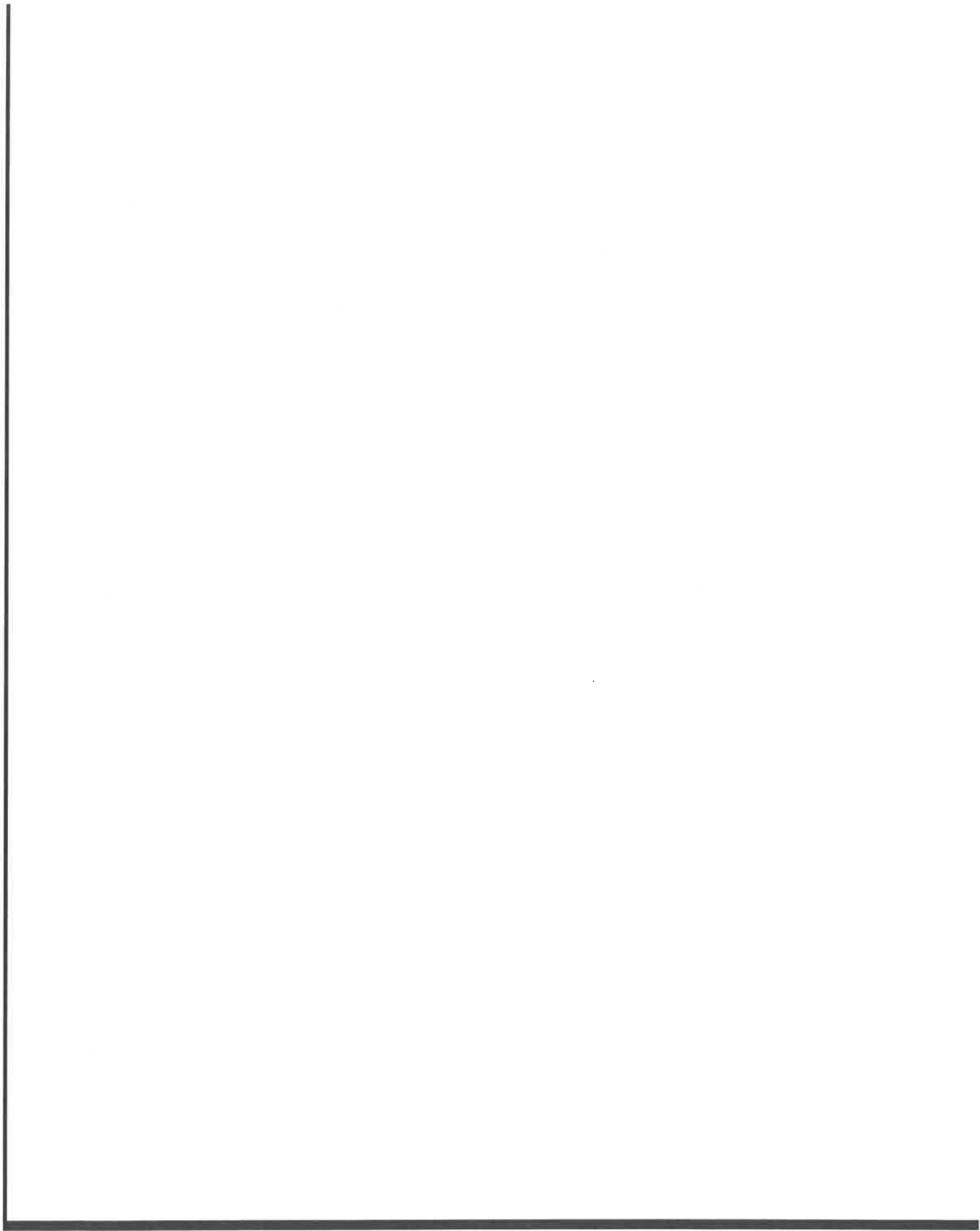


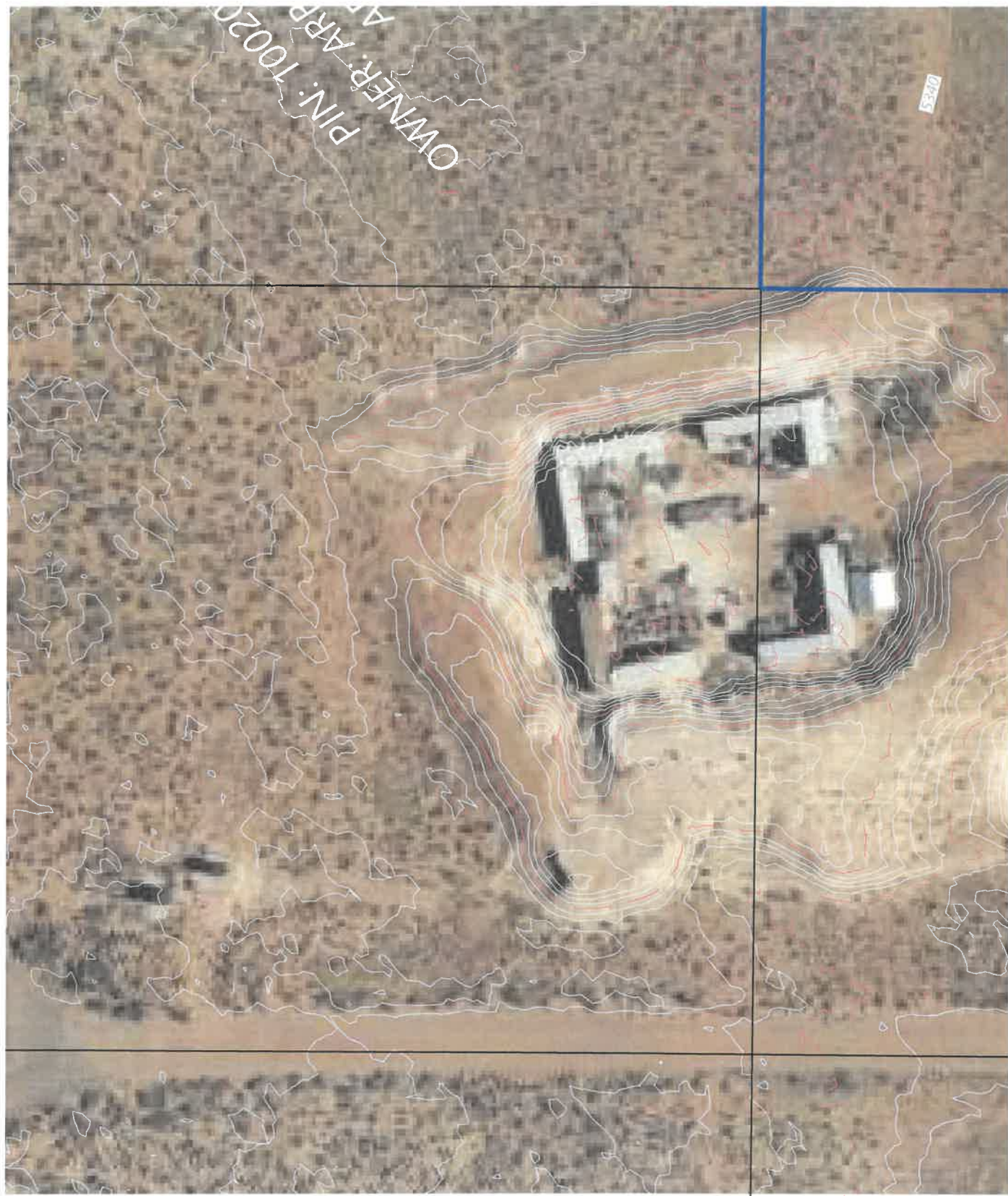
## APPENDICES



## APPENDIX A: ALTA SURVEY + LEGAL DESCRIPTION

Please see the accompanying desktop ALTA survey and legal description of the fenced area for the Groundsel Solar facility.



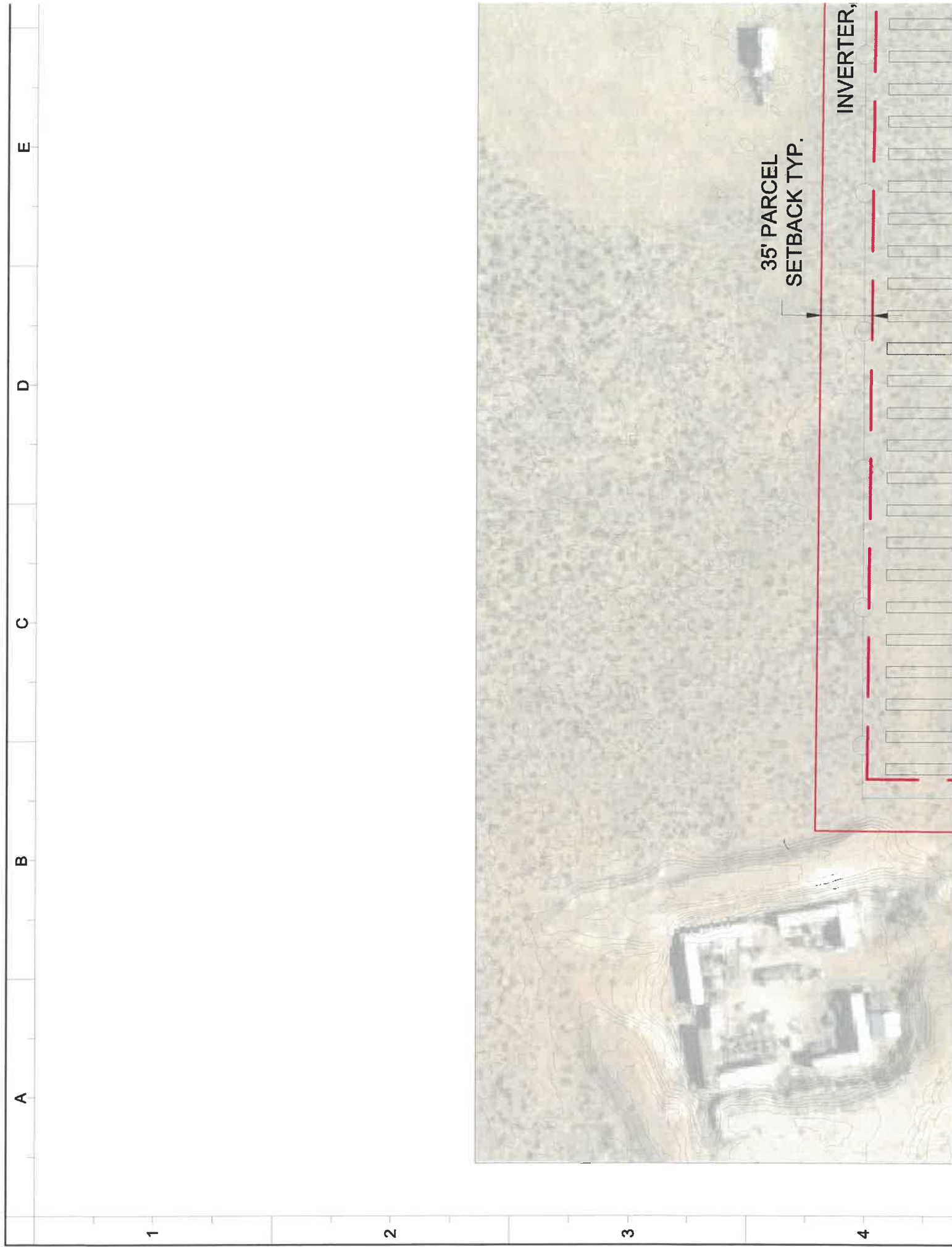


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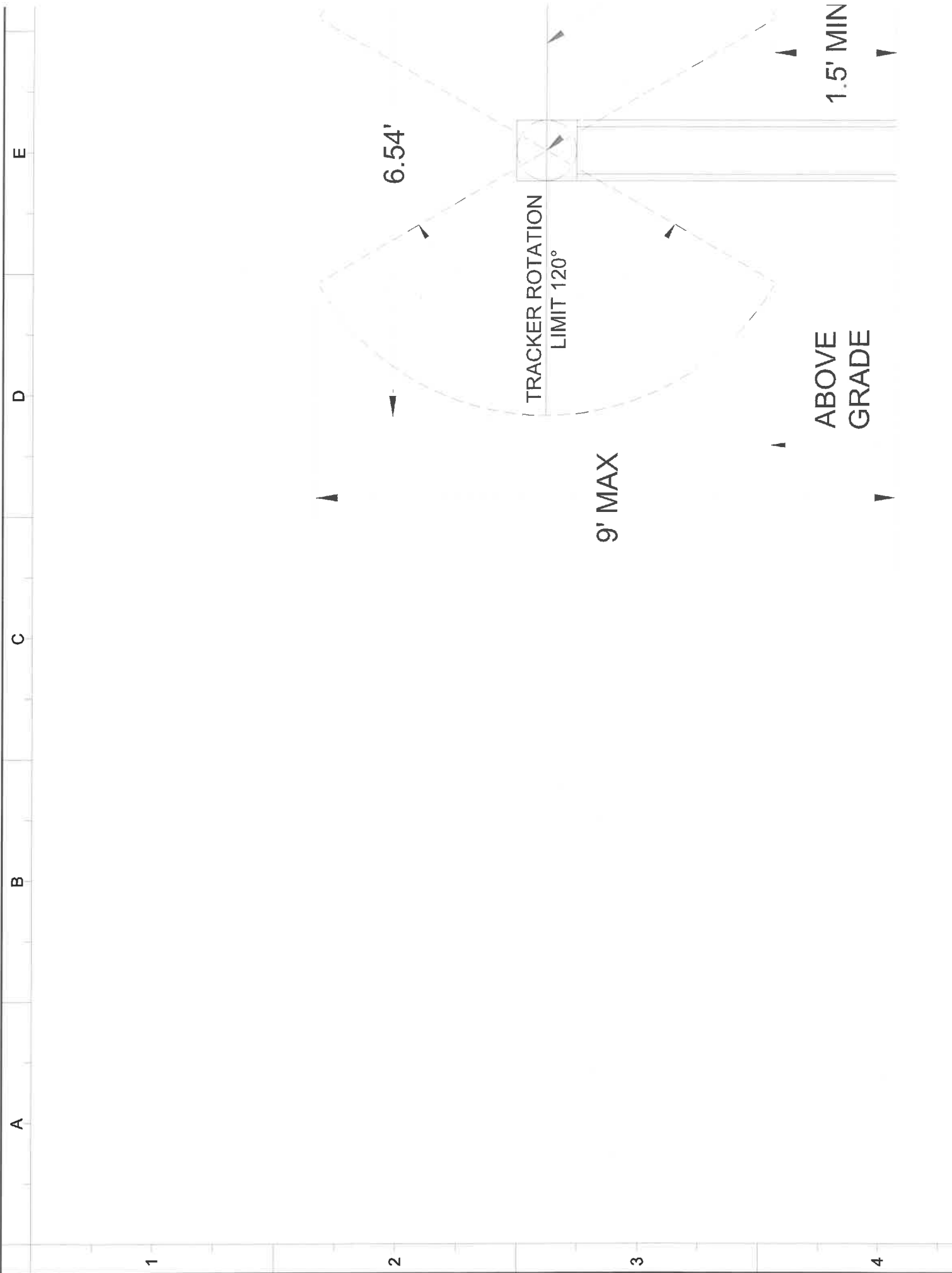


## APPENDIX B: SITE PLAN

Please see the accompanying site plan for the Groundsel Solar facility.









## APPENDIX C: GLARE REPORT

Please see the accompanying Glare Report conducted for the Groundsel Solar facility.



# Groundsel Solar

## Groundsel Solar

Created May 24, 2022  
 Updated May 24, 2022  
 Time-step 1 minute  
 Timezone offset UTC-8  
 Site ID 69540.12299

Project type Advanced  
 Project status: active  
 Category 1 MW to 5 MW



### Misc. Analysis Settings

DNI: varies (1,000.0 W/m<sup>2</sup> peak)  
 Ocular transmission coefficient: 0.5  
 Pupil diameter: 0.002 m  
 Eye focal length: 0.017 m  
 Sun subtended angle: 9.3 mrad

### Analysis Methodologies:

- Observation point: **Version 2**
- 2-Mile Flight Path: **Version 2**
- Route: **Version 2**

## Summary of Results No glare predicted!

PV Name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced
	deg	deg	min	min	kWh
PV array 1	SA tracking	SA tracking	0	0	-

## Component Data

### PV Array(s)

Total PV footprint area: 17.0 acres

Name: PV array 1

Footprint area: 17.0 acres

Axis tracking: Single-axis rotation

Backtracking: None

Tracking axis orientation: 180.0 deg

Tracking axis tilt: 0.0 deg

Tracking axis panel offset: 0.0 deg

Maximum tracking angle: 52.0 deg

Rated power: -

Panel material: Light textured glass with AR coating

Vary reflectivity with sun position? Yes

Correlate slope error with surface type? Yes

Slope error: 9.16 mrad

Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	34.798922	-106.860257	5332.22	7.00	5339.22
2	34.798922	-106.864383	5340.06	7.00	5347.06
3	34.797287	-106.864367	5342.65	7.00	5349.65
4	34.797261	-106.860263	5336.44	7.00	5343.44



## 2-Mile Flight Path Receptor(s)

Name: FP 1

Description:

Threshold height : 50 ft

Direction: 10.7 deg

Glide slope: 3.0 deg

Pilot view restricted? Yes

Vertical view restriction: 30.0 deg

Azimuthal view restriction: 50.0 deg



Point	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
Threshold	34.755682	-106.746080	4832.66	50.00	4882.66
2-mile point	34.727273	-106.752628	4825.00	611.11	5436.12

Name: FP 10

Description:

Threshold height : 50 ft

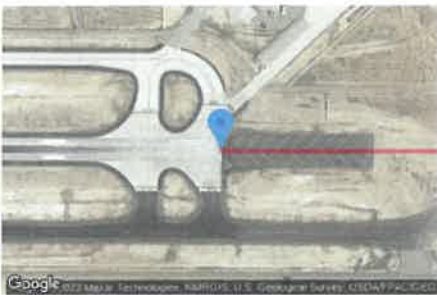
Direction: 270.2 deg

Glide slope: 3.0 deg

Pilot view restricted? Yes

Vertical view restriction: 30.0 deg

Azimuthal view restriction: 50.0 deg



Point	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
Threshold	35.044063	-106.575551	5354.90	50.00	5404.90
2-mile point	35.043978	-106.540195	5425.18	533.18	5958.35

Name: FP 11

Description:

Threshold height : 50 ft

Direction: 90.3 deg

Glide slope: 3.0 deg

Pilot view restricted? Yes

Vertical view restriction: 30.0 deg

Azimuthal view restriction: 50.0 deg



Point	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
Threshold	35.044352	-106.621656	5310.92	50.00	5360.92
2-mile point	35.044489	-106.657012	4935.14	979.24	5914.38

**Name:** FP 2**Description:****Threshold height :** 50 ft**Direction:** 189.9 deg**Glide slope:** 3.0 deg**Pilot view restricted?** Yes**Vertical view restriction:** 30.0 deg**Azimuthal view restriction:** 50.0 deg

Point	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
Threshold	34.766149	-106.743877	4835.01	50.00	4885.01
2-mile point	34.794632	-106.737824	4845.90	592.57	5438.47

**Name:** FP 3**Description:****Threshold height :** 50 ft**Direction:** 42.5 deg**Glide slope:** 3.0 deg**Pilot view restricted?** Yes**Vertical view restriction:** 30.0 deg**Azimuthal view restriction:** 50.0 deg

Point	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
Threshold	34.638760	-106.841479	5193.67	50.00	5243.67
2-mile point	34.617429	-106.865230	5153.74	643.39	5797.12

**Name:** FP 4**Description:****Threshold height :** 50 ft**Direction:** 225.0 deg**Glide slope:** 3.0 deg**Pilot view restricted?** Yes**Vertical view restriction:** 30.0 deg**Azimuthal view restriction:** 50.0 deg

Point	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
Threshold	34.651601	-106.825944	5173.65	50.00	5223.66
2-mile point	34.672049	-106.801067	4937.35	839.76	5777.11

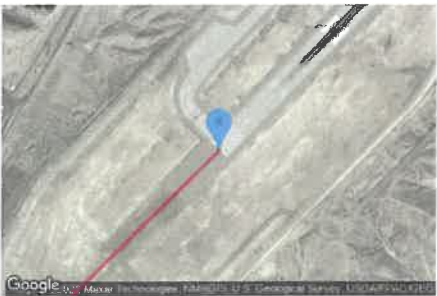


**Name:** FP 5**Description:****Threshold height :** 50 ft**Direction:** 138.0 deg**Glide slope:** 3.0 deg**Pilot view restricted?** Yes**Vertical view restriction:** 30.0 deg**Azimuthal view restriction:** 50.0 deg

Point	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
Threshold	34.651824	-106.845870	5199.03	50.00	5249.03
2-mile point	34.673307	-106.869420	5118.51	683.98	5802.49

**Name:** FP 6**Description:****Threshold height :** 50 ft**Direction:** 313.5 deg**Glide slope:** 3.0 deg**Pilot view restricted?** Yes**Vertical view restriction:** 30.0 deg**Azimuthal view restriction:** 50.0 deg

Point	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
Threshold	34.641564	-106.833441	5171.86	50.00	5221.86
2-mile point	34.621658	-106.807924	5097.51	677.81	5775.32

**Name:** FP 7**Description:****Threshold height :** 50 ft**Direction:** 45.6 deg**Glide slope:** 3.0 deg**Pilot view restricted?** Yes**Vertical view restriction:** 30.0 deg**Azimuthal view restriction:** 50.0 deg

Point	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
Threshold	35.022237	-106.630606	5304.80	50.00	5354.80
2-mile point	35.002001	-106.655852	4984.99	923.26	5908.26

**Name:** FP 8  
**Description:**  
**Threshold height :** 50 ft  
**Direction:** 224.8 deg  
**Glide slope:** 3.0 deg  
**Pilot view restricted?** Yes  
**Vertical view restriction:** 30.0 deg  
**Azimuthal view restriction:** 50.0 deg



Point	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
Threshold	35.041747	-106.607121	5315.13	50.00	5365.13
2-mile point	35.062277	-106.582226	5295.19	623.40	5918.59

**Name:** FP 9  
**Description:**  
**Threshold height :** 50 ft  
**Direction:** 308.1 deg  
**Glide slope:** 3.0 deg  
**Pilot view restricted?** Yes  
**Vertical view restriction:** 30.0 deg  
**Azimuthal view restriction:** 50.0 deg



Point	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
Threshold	35.033214	-106.605165	5312.65	50.00	5362.65
2-mile point	35.015366	-106.577354	5316.94	599.17	5916.11

## Route Receptor(s)

Name: Route 1

Route type Two-way

View angle: 50.0 deg



Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	34.810782	-106.877769	5327.21	10.00	5337.21
2	34.797198	-106.877705	5310.11	10.00	5320.11
3	34.797233	-106.860152	5335.81	10.00	5345.81
4	34.815662	-106.860302	5329.43	10.00	5339.43

Name: Route 2

Route type Two-way

View angle: 50.0 deg



Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	34.797199	-106.860155	5336.11	10.00	5346.12
2	34.789970	-106.860167	5332.04	10.00	5342.04
3	34.786234	-106.860210	5317.33	10.00	5327.33

Name: Route 3

Route type Two-way

View angle: 50.0 deg



Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	34.797240	-106.865673	5331.78	10.00	5341.78
2	34.799901	-106.865641	5342.07	10.00	5352.07

Name: Route 4

Route type Two-way

View angle: 50.0 deg



Vertex	Latitude	Longitude	Ground elevation	Height above ground	Total elevation
	deg	deg	ft	ft	ft
1	34.803014	-106.863481	5336.76	10.00	5346.76
2	34.804459	-106.863481	5339.32	10.00	5349.32
3	34.804445	-106.857167	5318.13	10.00	5328.13

## Discrete Observation Receptors

Number	Latitude	Longitude	Ground elevation	Height above ground	Total Elevation
	deg	deg	ft	ft	ft
OP 1	34.797816	-106.864994	5339.82	5.50	5345.32
OP 2	34.800208	-106.865295	5342.57	5.50	5348.07
OP 3	34.800239	-106.865906	5339.29	5.50	5344.79
OP 4	34.799111	-106.862816	5338.46	5.50	5343.96
OP 5	34.802872	-106.862937	5335.46	5.50	5340.96
OP 6	34.803367	-106.862964	5336.26	5.50	5341.76
OP 7	34.803777	-106.863173	5336.05	5.50	5341.55
OP 8	34.804187	-106.863133	5338.84	5.50	5344.34
OP 9	34.804676	-106.863334	5337.59	5.50	5343.09
OP 10	34.804200	-106.863876	5339.56	5.50	5345.06
OP 11	34.804267	-106.856291	5318.78	5.50	5324.28
OP 12	34.803822	-106.856452	5320.97	5.50	5326.47
OP 13	34.803309	-106.856562	5315.45	5.50	5320.95
OP 14	34.797423	-106.870898	5298.64	5.50	5304.14
OP 15	34.797427	-106.870474	5297.66	5.50	5303.16
OP 16	34.797529	-106.870071	5295.14	5.50	5300.64
OP 17	34.797443	-106.869202	5297.77	5.50	5303.27
OP 18	34.797745	-106.869409	5295.89	5.50	5301.39
OP 19	34.798454	-106.869210	5297.82	5.50	5303.32
OP 20	34.798467	-106.869902	5293.17	5.50	5298.67
OP 21	34.798520	-106.870865	5295.47	5.50	5300.97
OP 22	34.798780	-106.870316	5292.04	5.50	5297.54
OP 23	34.797933	-106.874341	5313.60	5.50	5319.10
OP 24	34.789657	-106.857314	5328.76	5.50	5334.26
OP 25	34.789779	-106.862159	5332.22	5.50	5337.72
OP 26	34.803587	-106.875736	5314.29	5.50	5319.79
OP 27	34.786720	-106.863591	5316.28	5.50	5321.78

# Summary of PV Glare Analysis

PV configuration and total predicted glare

PV Name	Tilt	Orientation	"Green" Glare	"Yellow" Glare	Energy Produced	Data File
	deg	deg	min	min	kWh	
PV array 1	SA tracking	SA tracking	0	0	-	

# PV & Receptor Analysis Results

Results for each PV array and receptor

PV array 1 no glare found

Component	Green glare (min)	Yellow glare (min)
FP: FP 1	0	0
FP: FP 10	0	0
FP: FP 11	0	0
FP: FP 2	0	0
FP: FP 3	0	0
FP: FP 4	0	0
FP: FP 5	0	0
FP: FP 6	0	0
FP: FP 7	0	0
FP: FP 8	0	0
FP: FP 9	0	0
OP: OP 1	0	0
OP: OP 2	0	0
OP: OP 3	0	0
OP: OP 4	0	0
OP: OP 5	0	0
OP: OP 6	0	0
OP: OP 7	0	0
OP: OP 8	0	0
OP: OP 9	0	0
OP: OP 10	0	0
OP: OP 11	0	0
OP: OP 12	0	0
OP: OP 13	0	0
OP: OP 14	0	0
OP: OP 15	0	0
OP: OP 16	0	0
OP: OP 17	0	0
OP: OP 18	0	0
OP: OP 19	0	0
OP: OP 20	0	0
OP: OP 21	0	0
OP: OP 22	0	0
OP: OP 23	0	0
OP: OP 24	0	0
OP: OP 25	0	0
OP: OP 26	0	0
OP: OP 27	0	0
Route: Route 1	0	0
Route: Route 2	0	0
Route: Route 3	0	0
Route: Route 4	0	0

No glare found



## Assumptions

- Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.
- Glare analyses do not account for physical obstructions between reflectors and receptors. This includes buildings, tree cover and geographic obstructions
- Detailed system geometry is not rigorously simulated.
- The glare hazard determination relies on several approximations including observer eye characteristics, angle of view, and typical blink response time. Actual values and results may vary.
- The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous modeling methods.
- Several V1 calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare.
- The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)
- Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.
- Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.
- Glare vector plots are simplified representations of analysis data. Actual glare emanations and results may differ.
- Refer to the **Help page** for detailed assumptions and limitations not listed here.

**Property Profile**    **Valencia County**

**Account:** R067220    **Tax Year:** 2022    **Account Type:**  
**Mill Levy:** 30.421000    **Version:** 01/31/2022    **Area ID:** LL02\_NK  
**Estimated Tax:** \$326.62    **Parcel:** 1-002-038-198-033-000000    **Map Number:** B-4-29  
**\*This mill levy is from the most recent tax roll**    **Status:** Active

**Name and Address Information**

NIEDAN ALBERT HENRY  
605 MAIN STREET  
RIO VISTA, CA 94571

**Property Location**

No Location Information Available

**Legal Description**

S: 29 T: 7N R: 1E LOTS 59 & 60 20.00 ACRES +/-

**Assessment Information**

2022	Actual	Assessed	Sq Ft	Acres	Taxable
Land	31,948	10,649			
Improvements					
Exempt		0			
<b>Total</b>	<b>31,948</b>	<b>10,649</b>			<b>10,649</b>
2021	Actual	Assessed	Sq Ft	Acres	Taxable
Land	27,999	9,333		20.000	
Improvements					
Exempt					
<b>Total</b>	<b>27,999</b>	<b>9,333</b>			<b>9,333</b>

**User Remarks**



# 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.

Property has no address. County Parcel No. 1002038198033000000, Account No. R067220. Legal Description: S29, T7N, R1E, Lots 59 & 60, 20acres

#### ADDRESS OF SUBJECT PROPERTY

Albert Niedan

OneEnergy Renewables c/o Nathan Stottler

NAME OF PROPERTY OWNER\*

PERMIT APPLICANT/AGENT'S NAME

1824 Asbury Hall Court

2003 Western Avenue, Suite 225

ADDRESS OF PROPERTY OWNER

PERMIT APPLICANT/AGENT'S ADDRESS

Charlotte, NC 28209

Seattle, WA 98121

CITY, STATE, ZIP

CITY, STATE, ZIP

704.953.2729

320.226.7688

PHONE NUMBER

PERMIT APPLICANT/AGENT'S PHONE NUMBER

I, Albert Niedan, the legally registered property owner for the site located at S29, T7N, R1E, Lots 59&60, 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:

Re-zoning application to apply the Solar Field Overlay Zone (SFOZ) to my 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.*

PROPERTY OWNER'S SIGNATURE

DATE

PERMIT APPLICANT/AGENT'S SIGNATURE

DATE

2022-05-25

Application No. \_\_\_\_\_

## Gift Deed

I, **LARRY HEDDER**, the first part **Y** for  
 and in consideration of the love and affection which he **has** and bears **S** unto the  
 second part **Y** hereby does  
 Grant to **ALBERT HARRY HEDDER, son of Grantor**

the second part **Y**, all that real property situated in the \_\_\_\_\_ County  
 of **New Mexico**, State of **California**, described as follows:

Lots numbered Fifty-nine (59) and Sixty (60) in Section numbered  
 Twenty-nine (29), Township Seven (7) North of Range One (1) East,  
 Range 1E., as the said Section is shown upon certain blue print  
 and plat made at the San Clemente and Nicholas Duran de Chavez  
 Grants by the Ross Engineering Office of Albuquerque, New Mexico,  
 on December 27th, 1927, exclusion herefrom the rights of way of  
 the A.T. & S.F. Railroad Company whenever such rights of way  
 traverse the foregoing lands; also except Public Highway running  
 there thru; and subject to all right or title to any gold, silver  
 or quick-silver mines and minerals of the land, but all such  
 mines and minerals shall remain the property of the United States  
 with all right of working the same. Said parcel containing 70 acres  
 more or less.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_  
 MAY 13 1933  
 Recorded in Vol. \_\_\_\_\_ of said  
 County, April \_\_\_\_\_  
 \_\_\_\_\_ County Clerk

In Witness Whereof, the said first part **Y** **has** executed this conveyance this  
 \_\_\_\_\_ day of **April**, 19 **56**

*[Signature]*



Jerrie Romero <jerrie.romero@co.valencia.nm.us>

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**Re: Permits**

1 message

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**Jerrie Romero** <jerrie.romero@co.valencia.nm.us>

To: Savannah Lovato <savannah.lovato@co.valencia.nm.us>

Savannah

Thank you, this email will serve as confirmation that you did receive the credit card payment. You may email the receipt at a later time.

*Jerrie Lynn Romero*

*County of Valencia*

*Planning and Zoning Office*

*505.866.2054*



On Wed, Jun 1, 2022 at 9:05 AM Savannah Lovato <savannah.lovato@co.valencia.nm.us> wrote:

Good morning,

I have been training a new employee. I have then switched computers. My scanner is not connected to my new computer. The receipt is here at the office if you need to take it. I cannot sen

Thank you,

*Savannah Lovato*

Treasurer Assistant

Valencia County

505-866-2090



DUARTE RD

EMILIA RD



**E. Zone Change #2022-063-066 (District III, P&Z Commissioner Moran, BoCC Hyder)**

PNM requests a Zone Change from Rural Residential (RR-1) to Heavy Industrial District (I-3). Legal Description(s): Subd: LAND OF GUS SAN MIGUEL Lot: B1 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A-110, Subd: LAND OF GUS SAN MIGUEL Lot: B2 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A -110, Lot B-3, Lot B-4. Located South of Concha Ln., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-758, 2000.

**F. Solar Field Overlay Zone #2022-067 (District III, P&Z Commissioner Moran, BoCC Hyder)**

OneEnergy Renewables requests a Solar Field Overlay Zone. Legal Description: S: 29 T: 7N R: 1E LOTS 59 & 60 20.00 ACRES +/- . Located at the Northwest corner of Duarte Rd. and Emilia Rd., Los Lunas, NM 87031, Zoned Outland District (OD).

**G. Solar Field Overlay Zone #2022-068-077 (District III, P&Z Commissioner Moran, BoCC Hyder)**

CVE requests a Solar Field Overlay Zone. Legal Description(s): Subd: LAND OF EARL C GLEASON Tract: A 1.30 AC D-4-24 1997 REV (LAND LOCKED), Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B1 1.30 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B2 1.29 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B3 1.29 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B4 1.28 AC D-4-24 1997 REV, Subd: LAND OF EARL C GLEASON Tract: D 2.49 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C1 1.27 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C2 1.26 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C3 1.26 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C4 1.80 AC D-4-24 1997 REV, located North of James St., Belen, NM 87002, Zoned Rural Residential 1 (RR-1).

**H. Solar Field Overlay Zone #2022-079 (District III, P&Z Commissioner Moran, BoCC Hyder)**

Clean Choice Energy requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF JESUS & ERMINIA BACA Tract: B 36.18 ACRES MAP 94 1996 REV. Located North of Vallejos Rd., Los Lunas, NM 87031, Zoned Rural Residential 2 (RR-2).

**8) Next Meeting of the County Planning & Zoning Commission is Tuesday, July 26, 2022 at 3:00 p.m.**

**9) Adjournment**

*If you are an individual with a disability who has special needs, please contact the Planning and Zoning Office at the Valencia County Courthouse, Los Lunas, New Mexico, (505) 866-2050 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in accessible formats. Please contact the Valencia County Planning and Zoning Office at the Valencia County Courthouse if a summary or any type of accessible format is needed.*

**To run on June 9, 16 and 23, 2022**



## **Planning & Zoning Commission Meeting June 28, 2022**

### **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: June 28, 2022

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**Request Title:** Request for a Solar Field Overlay Zone on the property located at Subd: LAND OF EARL C GLEASON Tract: A 1.30 AC D-4-24 1997 REV (LAND LOCKED), Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B1 1.30 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B2 1.29 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B3 1.29 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B4 1.28 AC D-4-24 1997 REV, Subd: LAND OF EARL C GLEASON Tract: D 2.49 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C1 1.27 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C2 1.26 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C3 1.26 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C4 1.80 AC D-4-24 1997 REV, located North of James St., Belen, NM 87002, Zoned Rural Residential 1 (RR-1). (CVE) **Application: SFOZ #2022-068-077**

**Legal Description:**

**SFOZ #2022-068-077** Subd: LAND OF EARL C GLEASON Tract: A 1.30 AC D-4-24 1997 REV (LAND LOCKED), Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B1 1.30 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B2 1.29 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B3 1.29 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B4 1.28 AC D-4-24 1997 REV, Subd: LAND OF EARL C GLEASON Tract: D 2.49 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C1 1.27 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C2 1.26 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C3 1.26 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C4 1.80 AC D-4-24 1997 REV, located North of James St., Belen, NM 87002, Zoned Rural Residential 1 (RR-1).

**Request Description:** The property owners are requesting a Solar Field Overlay Zone.

**Background:** The property owner has requested to come before the board to request a Solar Field Overlay Zone. Departmental reviews were requested by Planning & Zoning, please refer to appendix seven in your packet for comments.

**Analysis:** This request is for a Solar Overlay Zone on a property zoned Rural Residential 1 (RR-1). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a Solar Field Overlay Zone within Sections 154.154 of the Valencia County Zoning Code.



## Valencia County Planning and Zoning Commission

### Agenda Request Form

MEETING DATE: June 28, 2022

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#### **§ 154.105 RURAL RESIDENTIAL DISTRICTS (RR-1, RR-2).**

##### **(A) Purpose.**

(1) The purpose of the Rural Residential Districts is to provide for varying densities of rural residential development on selected lands identified in the comprehensive plan for preservation of low density rural living.

(2) The RR Districts are intended to accommodate rural residential development at an anticipated magnitude or density level that does not require more than a very basic level of services, such as single local-road access, individual domestic wells and septic tank sewage-disposal systems, and rural fire protection. Ultimate density limitations in the RR District shall be determined by prevailing lot sizes community character, compatibility with existing uses in the district, limitations of domestic water sources, soil conditions and groundwater tables for subsurface sewage disposal, and area designations identified in the Valencia County comprehensive plan. Opportunities for small-scale or intensive farm activities compatible with low density rural residential uses shall be encouraged in the RR Districts.

**(B) Permitted uses.** In the RR Districts, the following uses shall be permitted subject to the standards and limitations set forth in division (F) below:

- (1) Farm uses, subject to the limitations in division (F) below;
- (2) One principal dwelling per parcel;
- (3) Accessory uses;
- (4) **HOME OCCUPATION**, as defined by this chapter, subject to the standards and limitations set forth in [§ 154.168](#).
- (5) Signs, pursuant to the sign provisions set forth in [§ 154.166](#);
- (6) Public facilities;
- (7) Community or municipal water-supply system; and
- (8) Community or municipal sanitary-sewer system.

**(C) Conditional uses.** In the RR Districts, pursuant to the Type B application procedure set forth in [§ 154.076](#), and subject to the conditional use review criteria listed in [§ 154.057](#), and any other applicable criteria established by this chapter, the following uses may be allowed conditionally:

(1) Temporary secondary mobile home or residential trailer dwelling, in conjunction with a principal dwelling on the same parcel, only for family members requiring special care, subject to the following:

(a) The family member requiring special care is aged, infirm or who, for health-related reasons, is incapable of maintaining a complete separate residence;

(b) The permit for the temporary home for special care shall be valid for a period of 2 years or shorter period as the Zoning Department determines to be appropriate, provided, however, that the permit may be revoked by the Department at any time if any of the reasons for which the permit was granted are no longer applicable, or if any imposed condition is violated;



## Valencia County Planning and Zoning Commission

### Agenda Request Form

MEETING DATE: June 28, 2022

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(c) The permit for the temporary home for special care shall be granted to the applicant only and shall not be deemed to run with the land; and

(d) Under any circumstances, a second dwelling under this section, and in any RR Districts shall not be approved if the net size of the parcel for the principal dwelling is less than 0.76 acres in size.

(2) Home occupation where the business includes visits to the site from clients, customers, patients, patrons, or similar individuals. Such home occupations may allow for employment of UP to two non-family members and may be approved for a period of time not to exceed two years, and are subject to the standards and limitations set forth in [§ 154.168](#);

(3) Kindergarten, day nursery, or day care facility in conjunction with a principal dwelling on the same parcel, subject to the standards for day care facilities set forth in [§ 154.169](#);

(4) Utility facility, with the exception of energy generation facilities, subject to §§ [154.035](#) through [154.040](#) for site design review;

(5) (a) Temporary structures as may be required during construction of an authorized permanent structure.

(b) The temporary structure shall be removed upon final inspection of the permanent structure by the Building Inspector.

(c) Temporary structures under this subsection shall be reviewed under the Type A application procedure as described in [§ 154.075](#) of this chapter;

(6) Temporary sales offices for permitted uses, pursuant to the Type A application procedure set forth in [§ 154.075](#) and subject to [§ 154.056](#) for temporary permits;

(7) Public or private school, including all buildings essential to the operation of a school, subject to §§ [154.035](#) through [154.040](#) for site design review;

(8) Church, subject to §§ [154.035](#) through [154.040](#) for site design review; and

(9) Clubs and lodges, subject to §§ [154.035](#) through [154.040](#) for site design review.

(D) *Prohibited uses.*

(1) Uses of land and water not specifically mentioned in this section shall be prohibited in the RR Districts.

(2) Cluster developments and parcel averaging shall not be permitted in the greenbelt as defined in this chapter and in the comprehensive plan.

(3) Recreational vehicles (RVs) shall not be used as primary residences in any Rural Residential (RR) District.

(E) *Non-conforming uses.* Non-conforming uses found in the RR Districts are subject to the non-conforming use provisions of [§ 154.059](#) as well as any other applicable provisions of this chapter.

(F) *Standards and limitations.* In the RR Districts, the following standards and limitations shall apply:





## Valencia County Planning and Zoning Commission

### Agenda Request Form

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(1) *Dwelling density.*

(a) *Dwelling density for permitted uses.*

1. The maximum overall dwelling density for any new development shall not exceed:

- a. One dwelling per 2 acres net in the RR-2 District; and
- b. One dwelling per 1 acre net in the RR-1 District.

2. Not more than 1 principal dwelling shall be permitted on any parcel, except in the case of clustering development and as follows:

- a. One duplex may be allowed on any 4 acre parcel in the RR -2 District;
- b. One duplex may be allowed on any 2 acre parcel in the RR-1 District.

3. For the division of any contiguous lands under the same ownership or under a common promotional plan, parcel sizes may be averaged if the tract to be averaged under this section is at least 10 acres, and provided that the maximum overall net density of the applicable RR Districts are not exceeded, and provided that no parcel shall be below the applicable minimum parcel size established by division (2) below.

(b) *Dwelling density for conditional uses.* Not more than 1 secondary dwelling (other than guest house secondary dwelling) shall be permitted on any parcel.

(2) *Parcel size and dimension.*

(a) *RR-1 District.*

1. *Newly-created parcels.* The maximum depth-to-width ratio for any newly-created parcel shall be 3 to 1. The minimum size of any newly-created parcel shall be 1 acre, exclusive of any easements for public right-of-way and except as follows:

a. In the case of parcel-size averaging, the minimum parcel size shall be no less than 3/4 of 1 acre, net 32,670 square feet;

b. In the case of a duplex, the minimum parcel shall be 1-1/2 acres; and

c. In the case of a residential planned development, the minimum parcel size shall be 10 acres prior to a subdivision of the parcel.

2. *Pre-existing lots of record.* Any permitted or conditional use provided for in this district may be established on a substandard pre-existing lot of record, subject to the applicable requirements of this section. In addition, prior to issuance of a building permit for a principal dwelling, the provisions of [§ 154.057](#) shall be satisfied.

(b) *RR-2 District.*

1. *Newly-created parcels.* The maximum depth-to-width ratio for any newly-created parcel shall be 3 to 1. The minimum size of any newly-created parcel shall be 2 acres, except as follows:





Valencia County  
Planning and Zoning Commission

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a. In the case of parcel-size averaging, the minimum parcel size shall be 1-1/2 acres;

b. In the case of a duplex, the minimum parcel size shall be 2 acres;  
and

c. In the case of a duplex or multi-family planned development, the minimum parcel size shall be 10 acres prior to a subdivision of the parcel.

2. *Pre-existing lots of record.* Any permitted or conditional use provided for in this district may be established on a substandard pre-existing lot of record, subject to the applicable requirements of this section. In addition, prior to issuance of a building permit for a principal dwelling, the provisions of [§ 154.057](#) shall be satisfied.

(3) *Setbacks.* The following setback requirements apply to all RR Districts unless varied or waived by a planned development, subject to [§ 154.121](#).

(a) *Front yard.* The minimum front yard setback shall be 30 feet except that the minimum setback for all yard signs shall be 5 feet.

(b) *Side and rear yard.* The minimum side and rear yard setbacks shall be 15 feet, except as provided in this section.

(c) An accessory structure not more than 15 feet in height, at least 60 feet from a road, and at least 10 feet from any dwelling may be located a minimum distance of 15 feet from the property line in a side yard or rear yard.

(d) Fences, walls and hedges may be permitted in any required yard or along the edge of any yard, subject to the clear-vision area requirements of division (6) below.

(4) *Parcel coverage.*

(a) For any parcel of 1 acre or more, but less than 10 acres, the maximum parcel coverage shall be 20%.

(b) For any parcel of less than 1 acre, the maximum parcel coverage shall be 15%.

(5) *Access.*

(a) Before a dwelling may be established on any parcel as provided in this section, the parcel shall have a legal, safe and passable means of access by abutting at least 30 feet either directly upon a public road, or by a private easement which is at least 30 feet in width for its entire length and which also abuts upon a public road for at least 30 feet.

(b) Nothing in this section shall be construed to vary or waive the requirements for creation of new access contained in the Valencia County Subdivision Chapter adopted by Valencia County.

(6) *Clear-vision areas.*

(a) A clear-vision area shall be maintained on the corner of any parcel at the intersection of any 2 of the following: county roads; public roads; private roads serving 4 or more parcels; and railroads.



Valencia County  
Planning and Zoning Commission

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(b) A clear-vision area shall contain no sight-obscuring structures or planting exceeding 30 inches within a triangle formed by the projected intersection of the right-of-way or public road easement lines on the lot corner nearest the intersection, and the 2 points 20 feet from this corner as measured along the parcel lines adjacent to the intersecting rights-of-way.

(c) Trees exceeding these requirements may be located so that their branches extend into this triangle, provided they are maintained to allow at least 12 feet of visual clearance within the triangle below the lowest hanging branches.

**(7) Height.**

(a) The maximum building height for any dwelling shall be 30 feet;

(b) The maximum building height for all other structure shall be 45 feet, except for accessory structures on any parcel of less than 10 acres the maximum building height shall be 35 feet; and

(c) Appurtenances usually required to be placed above the roof level and not intended for human occupancy such as spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys and wind generators are not subject to the height limitations of this chapter.

**(8) Occupancy of recreational vehicles.**

(a) One recreational vehicle shall be permitted to be parked on any parcel in conjunction with a principal dwelling, and may be used for the temporary accommodation of guests for a period of up to 45 days total in any year.

(b) In no case shall any recreational vehicle be used as a principal dwelling or rented unless and until the necessary permits have been obtained.

**(9) Off-street parking.**

(a) In the RR Districts, prior to establishment of any dwelling, sufficient area must be provided to allow for at least 1 emergency vehicle turnaround; and

(b) Parking requirements for those uses which may generate traffic beyond what is normally expected in the RR Districts, including multi-family dwellings, shall be determined by the Zoning Department subject to the provisions of [§§ 154.035](#) through [154.040](#).

**(10) Livestock.** The keeping of livestock shall be allowed in the RR Districts subject to the following restrictions:

(a) All livestock shall be properly fenced and contained so as to minimize adverse impacts to surrounding property;

(b) There shall be at least 10,000 separate square feet of pervious surface area for each cow, horse or similar animal;

(c) There shall be at least 4,000 separate square feet of pervious surface area for each sheep, goat, pig or similar animal;

(d) There shall be at least 600 separate square feet of pervious surface area in an enclosed structure for poultry or rabbits or similar animals;

**VALENCIA COUNTY****COMMUNITY 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**

CONDITIONAL USE: (\$150.00) CU# \_\_\_\_\_ VARIANCE: (\$150.00) V# \_\_\_\_\_  
TEMPORARY USE: (\$150.00) TU# \_\_\_\_\_ SIGN PERMIT (\$100.00) SP# \_\_\_\_\_  
ZONE CHANGE/MASTER PLAN AMENDMENT/OVERLAY ZONE: (\$350.00) ZC# \_\_\_\_\_ FILM PERMIT: (\$150.00) TU# \_\_\_\_\_  
SITE DESIGN REVIEW: (\$350.00 COMMERCIAL / \$750.00 INDUSTRIAL) SDR# \_\_\_\_\_ WCF/CO-LOCATION: (\$200.00) WCF# \_\_\_\_\_

2022-68-77

**ALL LAND USE APPLICATIONS MUST INCLUDE A NON-REFUNDABLE REVIEW FEE, SITE PLAN, PROPOSAL LETTER, PROPERTY RECORD CARD AND CURRENT ASSESSMENT MAP SHOWING THE PROPERTY AND GENERAL VICINITY**

<b>LEGAL DESCRIPTION</b> TOWNSHIP _____ RANGE _____ SECTION _____  MAP _____ BOOK/CABINET _____ PAGE _____ TRACT/LOT _____ BLOCK _____ UNIT _____ SUBDIVISION/LANDS OF: _____	<b>ZONING:</b> _____ FLOOD ZONE: _____ BFE: _____  ELEVATION CERTIFICATE# _____ PRE CONSTRUCTION _____ FINAL _____	OTHER PERMITS ISSUED: V _____ TU _____ CU _____ PERMIT # _____  LOMA _____ CLOMA _____ CLOM-F _____ APP#: _____
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<b>R -</b>	<b>PROPERTY OWNER NAME</b> Earl C. Gleason and Darla K. Gleason	<b>PHONE</b> 505-270-1403
<b>MAILING ADDRESS</b> 1211 N. Mesa Road	<b>SPACE</b>	<b>CITY</b> Belen
	<b>STATE</b> NM	<b>ZIP</b> 87002

<b>PROJECT LOCATION / SITE ADDRESS:</b> No Number James St, Belen, NM 87002	<b>NMED SEPTIC PERMIT #</b>
<b>AGENT (IF APPLICABLE):</b> Carson Weinand, Senior Business Developer, CVE North America, Inc.	

<b>CURRENT USE OF PROPERTY:</b>
<b>BRIEF DESCRIPTION OF REQUEST:</b> Solar Overlay District for 2.55MW community solar project, located at No Number James St, Belen, NM on 10 parcels totalling 14.54 acres.

<b>OFFICIAL USE ONLY</b>	
APPLICATION RECEIVED BY:	DATE:
APPLICATION DEEMED COMPLETE:	DATE:
APPLICATION APPROVED/DENIED:	DATE:
P&Z COMMISSION HEARING DATE:	

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.

Carson Weinand  
Printed Name

*Carson Weinand*  
Signature

5/25/22  
Date



May 25, 2022

Nancy Gonzales  
Planning and Zoning Director  
Valencia County, NM  
444 Luna Avenue  
Los Lunas, NM 87031  
Nancy.gonzales@co.valencia.nm.us

**Re: Solar Overlay Zone Change for Community Solar Energy Facility  
Proposal Letter**

Dear Director Gonzales,

Please accept this letter as a statement in support of the enclosed site plan for a community solar energy facility. With this application, CVE North America, Inc. (the "Applicant") will develop a 2.55 megawatt (AC) community solar energy facility (the "Project") on ten parcels of land located at No Number James Street, Belen, NM 87002 (the "Property").

Parcels comprising the Property:

1-006-026-521-072-000000  
1-006-027-022-072-000000  
1-006-027-046-072-000000  
1-006-027-068-072-000000  
1-006-027-090-072-000000  
1-006-027-005-045-000000  
1-006-027-033-045-000000  
1-006-027-052-045-000000  
1-006-027-070-045-000000  
1-006-027-091-045-000000

The Property contains approximately 14.54 acres and is currently vacant. The area surrounding the Property is defined by vacant and low-density residential uses. The Property is zoned "Non-Residential."

The Applicant intends to develop all the Property with a community solar energy facility. Community solar is a relatively new feature in New Mexico that allows local residents to receive a direct benefit by subscribing to receive credits, which lowers their electricity bills. There are no costs to subscribe, and in general, customers can expect to save 10% on their monthly utility bills. The 2.55 megawatt system is sufficient to provide credits to approximately 600 homes in Chaves County. Over the 25 years of the program, the total energy savings to customers will be over \$1,250,000.

At the end of the Project's life (~year 35), the solar energy panels and related equipment will be donated, recycled, or disposed of per the decommissioning plan approved by the County, and the Project site restored to previous conditions.



The maximum height of the solar panels and other above-ground equipment will not exceed ten (10) feet. The solar panels and other above-ground equipment will be setback 35 feet from property boundaries. The Project will not have any substantial traffic impacts, as the Applicant anticipates less than two (2) trips to the Property monthly for basic maintenance, and overall will not have a material impact on existing or planned characteristics of the neighborhood.

The Project will interconnect with Public Service Company of New Mexico ("PNM") at the existing utility poles along James Street. Furthermore, the Project will not require any County services – such as sewer, water, fire, police, or school district.

The Applicant, CVE North America, Inc. ("CVE"), is an international renewable energy developer with over 250 employees worldwide and over 500 MW of operating assets. CVE owns and operates each project it develops. Furthermore, CVE strives to execute each project with integrity and transparency, while delivering a positive impact for the local community. To that end, CVE will be making a ~\$5,500 (\$1 per panel installed) "Green Initiative" donation to a local environmental agency.

For the reasons noted above, the Applicant believes this application should be approved. Thank you for your time and attention to this matter. We look forward to working with you and the community as the application progresses.

Very truly yours,

*Carson Weinand*

Carson Weinand  
Senior Business Developer  
[Carson.weinand@cvegroup.com](mailto:Carson.weinand@cvegroup.com)  
239-784-8080





# **Decommissioning Plan**

## **Earl Gleason Solar Project**

**Valencia County,  
New Mexico**

**Prepared For:**



**Prepared By:**  
TRC







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## 1.0 INTRODUCTION

CVE North America (CVE) proposes to construct and operate the Earl Gleason Solar Project, a 2.55-megawatt (MW) alternate current (AC) community solar energy facility on property located in Valencia County, New Mexico. The Project spans a 14.8-acre tract of land, across ten parcels (1006026521072000000, 1006027022072000000, 1006027046072000000, 1006027068072000000, 1006027090072000000, 1006027005045000000, 1006027033045000000, 1006027052045000000, 1006027070045000000, 1006027091045000000) located at 19 James Street, Belen, Valencia County New Mexico 87002 (the "Property").

The Property is currently used for residential purposes, and the area surrounding the Property is defined by low-density residential uses. The Property is zoned to the Rural Residential 2 District.

The Applicant intends to develop all the Property with a community solar energy facility.

The Project will consist of arrays of solar panels separated by pervious access drive. The arrays will consist of rows of solar panels installed aboveground on a metal framework. In addition, concrete pads for inverters and transformers will be installed. The access drive will be designed to allow access for emergency vehicles. An 8.0-foot-tall perimeter fence will surround the solar arrays and access will be through a single security gate. Emergency access will be available through a KnoxBox. The expected life of the Project is 35 years.

This document presents the Decommissioning Plan for the Project.

## 2.0 SYSTEM DECOMMISSIONING

Solar panels (photovoltaic modules or PV Modules), brackets, posts, support structures, battery storage pack units, inverters, transformers, concrete pads, underground electric, fencing, access drive geotextile support structures and gate will be removed from the Site. Materials will be salvaged when possible. In the event that salvage is not an option, recycling or disposal in the appropriate facility will be carried out. Any work completed as part of the Decommissioning Plan will be conducted in compliance with all local, state, and federal regulations governing the activities.

No decommissioning activities will occur in wetlands or associated buffer zones on the property and any excavations to remove Project components will not commence until best management practices (BMPs) for erosion and sediment control are in place.

### 1.1 Photovoltaic Modules

The PV modules will be disconnected from the inverters and removed from the steel racking system. Since PV modules are made of silicon, glass, and aluminum they do not constitute hazardous waste. Recycling and reuse of the PV modules will be assessed at the time of decommissioning.

### 1.2 Electrical Equipment



All electrical equipment including, but not limited to inverters, switchboards, transformers, and meters will be disconnected from the electrical grid and removed from the concrete pads upon which they are mounted. The electrical equipment will be disposed of at an approved facility.

### **1.3 Electrical Wiring**

All electrical wiring is made of copper and aluminum, which will be recycled appropriately. All aboveground and underground conductors will be removed to the point of interconnection with the local electrical grid.

### **1.4 Concrete Pads**

The concrete mounting pads for the electrical equipment will be excavated to the depth below grade necessary to remove all concrete, rebar, and foundation bolts. Clean concrete will be crushed and re-used off site or on-site at the discretion of the property owner. The excavation will be filled with clean material with characteristics similar to surrounding soils.

### **1.5 Access Drive**

If requested by the property owner and with approval of the County, the access drive can be maintained and remain in place for future use of the Site. Otherwise, clean gravel will be stripped and reused. All other gravel and geotextile fabric will be disposed of at an appropriate facility. Compacted soils in the subgrade of the road will be assessed for use on-site. Soil will be scarified and loosened to return the road access area to pre-existing slope conditions.

### **1.6 Racking and Fencing**

All metal racking equipment, fencing, and gate material will be removed and recycled at an appropriate facility. All driven posts for the racking system and fence footings will be removed.

## **3.0 SITE RESTORATION**

To the extent practical, the topography of the Site will remain consistent with the grading plan for post-construction contours. The small amount of fill introduced to the Site to accommodate the installation of the Project will remain on the Site. The fill necessary for excavations related to below grade components (internal conductors or concrete pads) will be filled with materials similar to adjacent soils. Any disturbed areas will be re-seeded. Erosion and sediment control BMPs will remain in place until final stabilization is achieved.

## **4.0 DECOMMISSIONING SCHEDULE**

Removal of the Project components will begin within 90 days of the Project's decommissioning. Table 1 presents an approximate schedule for decommissioning activities.

Table 1. Approximate Decommissioning Schedule	
Activity	Time After Commencement of



	<b>Decommissioning</b>
Disconnection from local electrical grid and removal of the PV Modules and aboveground conductors	Month 1 – 2
Removal of racking system	Month 2 – 3
Removal of concrete pads	Month 3 – 4
Removal of below grade conductors	Month 4 – 5
Regarding post-construction contours	Month 5 – 6
Removal of fence	Month 6
Removal of access drive (if pursued)	Month 6 - 7

May 11, 2022

Valencia County Planning & Zoning Commission  
444 Luna Avenue  
Los Lunas, New Mexico 87031

**Re: Conditional Use Permit and Solar Field Overlay Zone for Community Solar Energy Facility**

**Applicant: CVE North America, Inc.**

**Property: No Number James St, Belen, NM 87002**

**Tax Map Nos.:**

**1-006-026-521-072-000000; 1-006-027-022-072-000000; 1-006-027-046-072-000000**

**1-006-027-068-072-000000; 1-006-027-090-072-000000; 1-006-027-005-045-000000**

**1-006-027-033-045-000000; 1-006-027-052-045-000000; 1-006-027-070-045-000000**

**1-006-027-091-045-000000**

Dear Valencia County Planning & Zoning Commission,

The undersigned are the owners ("Owners") of the above-stated Property. By this letter, Owners hereby designate CVE North America, Inc. and its authorized agents (collectively, the "Applicant") as their agent for the enclosed conditional use permit and solar field overlay zone application affecting the Property (the "Application"). Owners hereby authorize the applicant to file and pursue approval of the Application, including filing, signing, and delivering the Application and any and all other documents necessary for or related thereto, as well as agreeing to conditions encumbering the use of the Property as part of approval of the Application. The authority granted by this letter may be revoked only by a written statement delivered to Valencia County. This letter may be executed in any number of counterparts, each of which will constitute an original and together will constitute one and the same instrument.

Please direct all correspondence relative to this request to:

Carson Weinand  
Senior Business Developer  
109 W. 27th Street, 8th Floor  
New York, NY 10001  
Carson.weinand@cvegroupp.com

Very truly yours,

  
Earl C. Gleason

  
Darla K. Gleason

### MEMORANDUM OF CONTRACT

Contract: Purchase and Sale Agreement, dated March 16, 2022, between the Parties set forth below (the “*Agreement*”). \_\_\_\_\_

Parties: Earl C. Gleason and Darla K. Gleason, husband and wife, with an address of 1211 N. Mesa Road, Belen, New Mexico 87002 (“*Seller*”), and CVE North America, Inc., a Delaware corporation, having an address at 109 West 27<sup>th</sup> Street, 8<sup>th</sup> floor, New York 10001 NY (“*Buyer*”). \_\_\_\_\_

Subject Property: The parcel of land and improvements thereon known as Tax Map Parcel number 1006026521072000000; 1006027022072000000; 1006027046072000000; 1006027068072000000; 1006027090072000000; 1006027005045000000; 1006027033045000000; 1006027052045000000; 1006027070045000000; 1006027091045000000, located in Valencia County, New Mexico, described in the Agreement as the Property, and more particularly described in Schedule A hereto.

Conveyance of Title: Title to the Property shall be conveyed by Seller to Buyer within thirty (30) days after expiration of the Due Diligence Period, subject to the terms of the Agreement.

Capitalized Terms: Capitalized terms not defined herein shall have the same meaning given to them in the Agreement.

*[Remainder of page intentionally left blank; signature page follows]*



**IN WITNESS WHEREOF**, the parties have caused this Memorandum of Contract to be duly executed under seal and delivered as of the date first written above.

**SELLER:**

By: Earl C. Gleason  
Name: **EARL C. GLEASON**

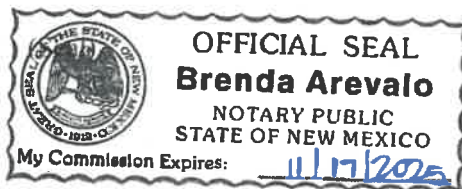
**SELLER:**

By: Darla K. Gleason  
Name: **DARLA K. GLEASON**

### ACKNOWLEDGMENT

STATE OF New Mexico §  
COUNTY OF Valencia §

On the 16 day of March, 2022 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Brenda Arevalo  
Notary Public  
Printed Name: Brenda Arevalo  
My Commission Expires: NOV 17, 2025

### ACKNOWLEDGMENT

STATE OF New Mexico §  
COUNTY OF Valencia §

On the 16 day of March, 2022 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Brenda Arevalo  
Notary Public  
Printed Name: Brenda Arevalo  
My Commission Expires: NOV 17, 2025

IN WITNESS WHEREOF, the parties have caused this Memorandum of Contract to be duly executed under seal and delivered as of the date first written above.

Tenant:

CVE NORTH AMERICA, INC.

By: David Froelich  
Name: David Froelich  
Its: Director, Business Development  
Date: 3/23/22

ACKNOWLEDGMENT

STATE OF NEW YORK §  
COUNTY OF NEW YORK §

This instrument was acknowledged before me on March 23<sup>rd</sup>, 2022  
by David Froelich as Director, Business Development of CVE North America, Inc., a Delaware corporation,  
on behalf of said corporation.

(Seal)

Notary Public

Printed Name:

My Commission Expires:

Daphne M Monnoyeur Moore

DAPHNE M MONNOYEUR MOORE

NOTARY PUBLIC-STATE OF NEW YORK

No. 02MO6425034

Qualified in Westchester County

My Commission Expires 11-15-2025

**SCHEDULE A TO MEMORANDUM OF CONTRACT**

**(Legal Description of the Land)**

The Land referred to herein below is situated in the County of Valencia, State of NM, and is described as follows:

**PARCEL 1:**

TRACTS A AND D, AS SUCH TRACTS ARE SHOWN AND DESIGNATED ON PLAT OF LANDS OF EARL C. GLEASON, AS SUCH PLAT IS FILED IN THE OFFICE OF THE VALENCIA COUNTY CLERK ON JUNE 10, 1997, IN PLAT CABINET "K", PAGE 67.

**PARCEL 2:**

LOTS B-1, B-2, B-3 AND B-4, AS SUCH LOTS ARE SHOWN AND SO DESIGNATED ON PLAT SHOWING SPLIT OF LAND OF KENNETH W. & MARY LOU HARPER, JUNE 1997, SAID PLAT FILED OF RECORD IN THE OFFICE OF THE VALENCIA COUNTY CLERK ON THE 1ST DAY OF JULY, 1997, IN CABINET "K", PAGE 163.

**PARCEL 3:**

LOTS C-1, C-2, C-3 AND C-4, AS SUCH LOTS ARE SHOWN AND SO DESIGNATED ON PLAT SHOWING SPLIT OF LAND OF ROY LEE HARPER, JUNE 1997, SAID PLAT FILED OF RECORD IN THE OFFICE OF THE VALENCIA COUNTY CLERK ON THE 1ST DAY OF JULY, 1997, IN CABINET "K", PAGE 162.

For informational purposes only address of property per county assessor's tax roll:

Vacant Land 14.54 Acres,  
Belen, New Mexico

APN: 1006026521072000000 and 1006027022072000000 and 1006027046072000000 and  
1006027068072000000 and 1006027090072000000 and 1006027005045000000 and  
1006027033045000000 and 1006027052045000000 and 1006027070045000000 and  
1006027091045000000

**SCHEDULE 6.1.7**

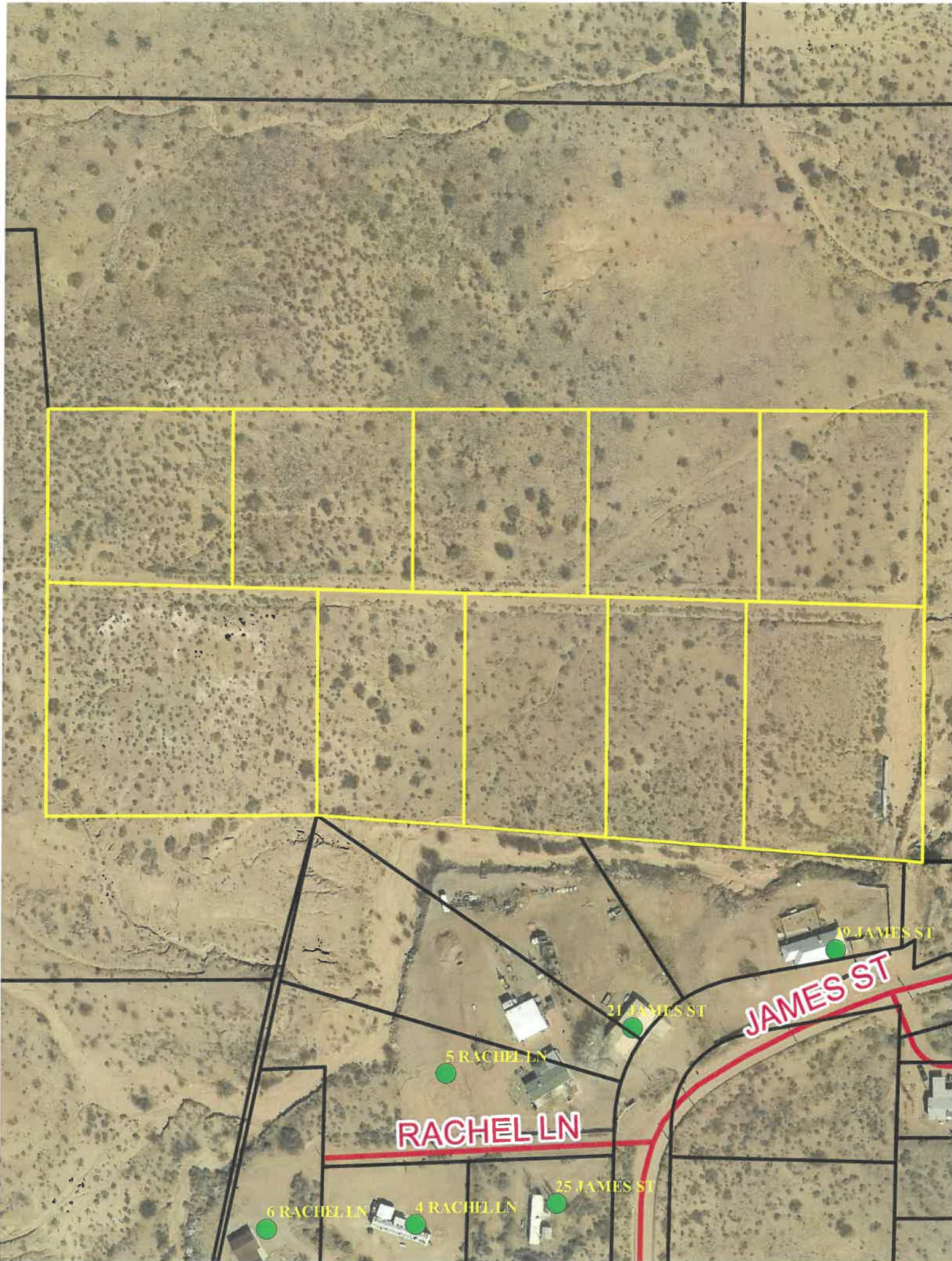
Hazardous Materials Disclosure

**NONE.**











**E. Zone Change #2022-063-066 (District III, P&Z Commissioner Moran, BoCC Hyder)**

PNM requests a Zone Change from Rural Residential (RR-1) to Heavy Industrial District (I-3). Legal Description(s): Subd: LAND OF GUS SAN MIGUEL Lot: B1 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A-110, Subd: LAND OF GUS SAN MIGUEL Lot: B2 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A -110, Lot B-3, Lot B-4. Located South of Concha Ln., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-758, 2000.

**F. Solar Field Overlay Zone #2022-067 (District III, P&Z Commissioner Moran, BoCC Hyder)**

OneEnergy Renewables requests a Solar Field Overlay Zone. Legal Description: S: 29 T: 7N R: 1E LOTS 59 & 60 20.00 ACRES +/- . Located at the Northwest corner of Duarte Rd. and Emilia Rd., Los Lunas, NM 87031, Zoned Outland District (OD).

**G. Solar Field Overlay Zone #2022-068-077 (District III, P&Z Commissioner Moran, BoCC Hyder)**

CVE requests a Solar Field Overlay Zone. Legal Description(s): Subd: LAND OF EARL C GLEASON Tract: A 1.30 AC D-4-24 1997 REV (LAND LOCKED), Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B1 1.30 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B2 1.29 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B3 1.29 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B4 1.28 AC D-4-24 1997 REV, Subd: LAND OF EARL C GLEASON Tract: D 2.49 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C1 1.27 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C2 1.26 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C3 1.26 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C4 1.80 AC D-4-24 1997 REV, located North of James St., Belen, NM 87002, Zoned Rural Residential 1 (RR-1).

**H. Solar Field Overlay Zone #2022-079 (District III, P&Z Commissioner Moran, BoCC Hyder)**

Clean Choice Energy requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF JESUS & ERMINIA BACA Tract: B 36.18 ACRES MAP 94 1996 REV. Located North of Vallejos Rd., Los Lunas, NM 87031, Zoned Rural Residential 2 (RR-2).

**8) Next Meeting of the County Planning & Zoning Commission is Tuesday, July 26, 2022 at 3:00 p.m.**

**9) Adjournment**

*If you are an individual with a disability who has special needs, please contact the Planning and Zoning Office at the Valencia County Courthouse, Los Lunas, New Mexico, (505) 866-2050 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in accessible formats. Please contact the Valencia County Planning and Zoning Office at the Valencia County Courthouse if a summary or any type of accessible format is needed.*

**To run on June 9, 16 and 23, 2022**



## **Planning & Zoning Commission Meeting June 28, 2022**

### **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: June 28, 2022

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**Request Title:** Request for a Solar Field Overlay Zone on the property located at Subd: LAND OF JESUS & ERMINIA BACA Tract: B 36.18 ACRES MAP 94 1996 REV. Located North of Vallejos Rd., Los Lunas, NM 87031, Zoned Rural Residential 2 (RR-2). (CVE) **Application: SFOZ #2022-079**

**Legal Description:**

**SFOZ #2022-079** Subd: LAND OF JESUS & ERMINIA BACA Tract: B 36.18 ACRES MAP 94 1996 REV. Located North of Vallejos Rd., Los Lunas, NM 87031, Zoned Rural Residential 2 (RR-2).

**Request Description:** The property owners are requesting a Solar Field Overlay Zone.

**Background:** The property owner has requested to come before the board to request a Solar Field Overlay Zone. Departmental reviews were requested by Planning & Zoning, please refer to appendix seven in your packet for comments.

**Analysis:** This request is for a Solar Overlay Zone on a property zoned Rural Residential 2 (RR-2). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a Solar Field Overlay Zone within Sections 154.154 of the Valencia County Zoning Code.

**VALENCIA COUNTY****COMMUNITY 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**

CONDITIONAL USE: (\$150.00) CU# \_\_\_\_\_ VARIANCE: (\$150.00) V# \_\_\_\_\_  
TEMPORARY USE: (\$150.00) TU# \_\_\_\_\_ SIGN PERMIT: (\$100.00) SP# \_\_\_\_\_  
ZONE CHANGE/MASTER PLAN AMENDMENT/OVERLAY ZONE: (\$350.00) ZC# \_\_\_\_\_ FILM PERMIT: (\$150.00) TU# \_\_\_\_\_  
SITE DESIGN REVIEW: (\$350.00 COMMERCIAL/ \$750.00 INDUSTRIAL) SDR# \_\_\_\_\_ WCF/CO-LOCATION: (\$200.00) WCF# \_\_\_\_\_

**ALL LAND USE APPLICATIONS MUST INCLUDE A NON-REFUNDABLE REVIEW FEE, SITE PLAN, PROPOSAL LETTER, PROPERTY RECORD CARD AND CURRENT ASSESSMENT MAP SHOWING THE PROPERTY AND GENERAL VICINITY**

<b>LEGAL DESCRIPTION</b> TOWNSHIP _____ RANGE _____ SECTION _____ MAP <u>94</u> BOOK/CABINET <u>M</u> PAGE <u>259</u> TRACT/LOT <u>B</u> BLOCK _____ UNIT _____ SUBDIVISION/LANDS OF: <u>Torne / Adelino</u>	<b>ZONING:</b> <u>RR-2</u> FLOOD ZONE: <u>A</u> BFE: _____ ELEVATION CERTIFICATE# _____ PRE CONSTRUCTION _____ FINAL _____	<b>OTHER PERMITS ISSUED:</b> V _____ TU _____ CU _____ PERMIT # _____ LOMA _____ CLOMA _____ CLOM-F _____ APP#: _____
--	---	--

<b>R - 087667</b>	<b>PROPERTY OWNER NAME</b> <u>Alexander Phillip Nelson / Alexander Wanda Erbene Trust</u>	<b>PHONE</b>		
<b>MAILING ADDRESS</b> <u>240 Del Norte CT</u>	<b>SPACE</b>	<b>CITY</b> <u>Los Lunas</u>	<b>STATE</b> <u>NM</u>	<b>ZIP</b> <u>87031</u>

<b>PROJECT LOCATION / SITE ADDRESS:</b> <u>31 Valleys Rd, Los Lunas NM</u>	<b>NMED SEPTIC PERMIT #</b>
<b>AGENT (IF APPLICABLE):</b>	

<b>CURRENT USE OF PROPERTY:</b> <u>Irrigated Farmland</u>
<b>BRIEF DESCRIPTION OF REQUEST:</b> <u>CleanChoice Energy would like to obtain a Solar Field Overlay Zone permit from Valencia County so they may develop a solar energy facility on the land parcel.</u>

<b>OFFICIAL USE ONLY</b>	
<b>APPLICATION RECEIVED BY:</b>	<b>DATE:</b>
<b>APPLICATION DEEMED COMPLETE:</b>	<b>DATE:</b>
<b>APPLICATION APPROVED/DENIED:</b>	<b>DATE:</b>
<b>P&amp;Z COMMISSION HEARING DATE:</b>	

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.

Lara Thompson  
Printed Name

Lara Thompson  
Signature

5/26/2022  
Date



1055 Thomas Jefferson St NW #650  
Washington, DC 20007  
[CleanChoiceEnergy.com](http://CleanChoiceEnergy.com)

May 25, 2022

Valencia County Planning and Zoning Department  
P.O. Box 1119  
Los Lunas, New Mexico 87031  
505.866.2050

Re: Clean Choice Energy Alexander Parcel Community Solar Project SFOZ Application

CleanChoice Energy (CCE) is seeking to permit and construct an approximately 28-acre, 5-megawatt (MW) alternating current (AC) photovoltaic array solar facility, located at 31 Vallejos Road, Los Lunas, New Mexico (hereafter referred to as "the Alexander Project", "NM AP", "Site" or project"). According to the Valencia County Parcel Map, the site is in the Tomé/Adelino Community within a parcel historically used as irrigated farmland. The underlying zoning for the parcel is Zone Code RR-2: Rural Residential – 2. To build a solar facility on this parcel, it is CCE's understanding that a Land Use Request Application for a Solar Field Overlay Zone (SFOZ) is required to be submitted to the Valencia County Planning and Zoning Commission as well as the Valencia County Board of County Commissioners for review. This letter and all related attachments comprise the first piece of the Application. CCE will provide additional materials before the public hearing.

CCE, a cleantech company that empowers people and businesses to access climate solutions through retail clean energy, community solar, and solar farm development, is expanding their solar development work to New Mexico. CCE is partnering with BOW Renewables, a solar developer and renewable energy consultant, to develop community solar projects for the New Mexico market. CCE and BOW have an established pipeline of projects in the state.

The proposed solar facility is not expected to alter existing traffic conditions in the area, nor is it likely to impact pedestrian or vehicular access to the surrounding area. The proposed facility would not present a risk to the health and safety of the community or the surrounding natural environment. In addition, the facility would not overload water or sewer capacities, nor would its development place undue burden on existing public facilities. The solar facility's infrastructure is not predicted to adversely affect the visual landscape of the area. Sedimentation and erosion control measures would be utilized during and after construction. The slopes in the proposed project area range from 0% to approximately 1%. Due to the gradual slope profile in the proposed project area, the landslide hazard risk in the evaluated land parcel is low and is not expected to impact the proposed project. The project area occurs within the Arizona/New Mexico Plateau: Rio Grande Floodplain Ecoregion. However, the project area is entirely within an irrigated cultural field; typical native vegetation is not present. There are no groundwater concerns for the proposed project area. Based on the review of the National Wetland Inventory, National Hydrography Dataset and aerial imagery, no wetlands or surface water features occur in the proposed project area.



### ***Project Construction Hours***

It is anticipated that construction of the facility would begin in Q2 of 2023 and take approximately four months to complete. Construction would occur weekdays, between the hours of 8AM and 6PM, and Saturdays between the hours of 10AM and 4PM.

### ***Project Operation Hours***

It is anticipated that the facility would operate Monday through Sunday during daylight hours. Solar facilities operate automatically without manual input; therefore, this site is not anticipated to require a full-time employee. Operations and maintenance teams would visit the site on an as-needed basis.

### ***Proposed Project Timeline***

#### **Development Period:**

- In Process, anticipated completion **Q4 2022**
- CCE will conduct field studies as well as work with the county and associated authorities having jurisdiction, to obtain all necessary ministerial permits. This phase is anticipated to take an estimated 6-8 months.

#### **Construction Start:**

- This will commence shortly after all necessary permits are obtained and is anticipated to be complete by **Q4 2023**
- Construction of the project is anticipated to be 4 months

#### **Commercial Operation:**

- This will follow construction and is when the system will “Go live” meaning it will begin to produce electricity.
- If all other timelines are met/maintained, we currently anticipate the system to be online by **Q1 2024**.

### ***Site Legal Description***

- **(R075864):** Subd: LAND OF JESUS & ERMINIA BACA Tract: B 36.18 ACRES MAP 94 1996 REV

Please note that a more detailed legal description will be provided prior to construction upon completion of an ALTA survey.

Please see attachment A for the preliminary site layout and additional project details.

New Mexico became the 21<sup>st</sup> state in the country to enact a community solar policy last spring. Community solar brings environmental and financial benefits to New Mexico residents by providing discounted energy and eliminating the primary barriers to rooftop solar, including upfront costs, installation obstacles, property ownership, or structural suitability. CCE’s proposed Alexander Parcel Community Solar Project has the potential to enrich the Tomé/Adelino community and Valencia County by developing an area of underutilized land, providing additional leasing revenue to the landowner, and

offering a source of renewable energy and economic growth.

We look forward to the opportunity to present this project and discuss in further detail with Valencia County's representatives.

Thank You,

*Catherine Schepp*

Catherine Schepp  
CleanChoice Energy

*CleanChoice Energy has been making clean energy accessible to everyone and has grown to become one of the fastest growing businesses in America, as ranked on the Inc. 500 and Deloitte's Technology Fast 500.*

**NEAR 31 VALLEJOS RD, LOS LUNAS, NM 87031**

PROJECT AREA  
NTS

SHEET NO.:  
**T-100**

PROJECT COORDINATES

DRAWINGS LIST			
SHEET #	SHEET NAME	REV #	DATE
T-100	TITLE SHEET	v1.1	04/11/2022
C-100	PV SOLAR SITE PLAN (+AERIAL MAP)	v1.1	04/11/2022
C-200	PV SOLAR SITE PLAN (+CONTOURS)	v1.1	04/11/2022
E-100	SINGLE LINE DIAGRAM	v1.1	04/11/2022
D-100	RACKING SYSTEM DATASHEET	v1.1	04/11/2022
D-200	PV INVERTER DATASHEET	v1.1	04/11/2022
D-300	SOLAR PANEL DATASHEET	v1.1	04/11/2022

[illegible]







**PHILIP ALEXANDER PV  
PROJECT  
PV SOLAR+BESS [v1.1]  
5MWac/8.6721MWdc  
SAT/1P. 540W-BIT - 15kW**

PER EEE STD 1547		
RELAY FUNCTION	FREQUENCY RANGE	TELEPHONE TIME (SEC)
81 0/b	60.3 Hz + 0.16	0.16
	< (40.3 Hz 57.3 Hz)	ADL 0.16 TO 200
	< 57.3 Hz	0.14

KEY NOTES:

① • 600A, 15KV GANG-OPERATED  
VERTICAL RISE MOUNTING

CLAY FINE (%)	VOLTAGE RANGE	ELONGATION UNIT (mm)
27	50 < 500 500 ≤ V < 800 1100 ≤ V < 1200	0.18 2.00 1.00
59		0.21 1.18

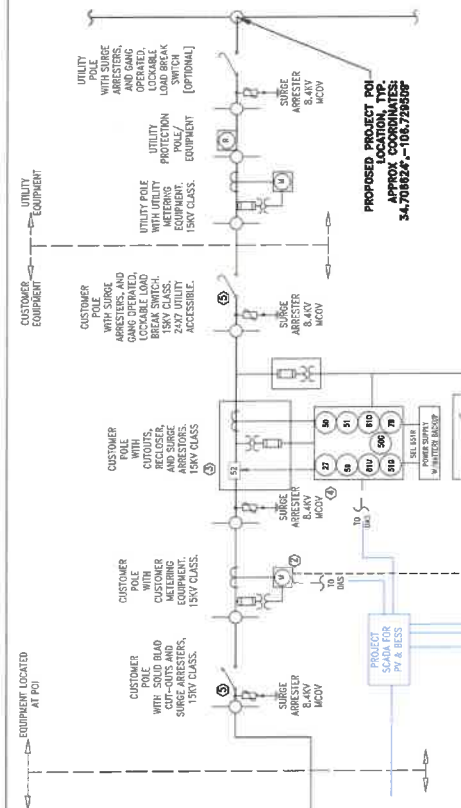
③ 600A, 15KV, 110KV BIL, POLE RECLOSER, INCLUDE POLE MOUNTED ARRESTER BRACKET AND VOLTAGE SELECTOR  
④ SEL-651R RECLOSER CONTROL

PROPOSED CURRENT SETTINGS	
LAYER	THICKNESS
50	500 (P = 1.111000)
51	500 (P = 1.111000) CURVE 1.5 (CURVE 1.5) 1.5
50N	500 (P = 1.111000)
51N	500 (P = 1.111000) CURVE 1.5 (CURVE 1.5) 1.5

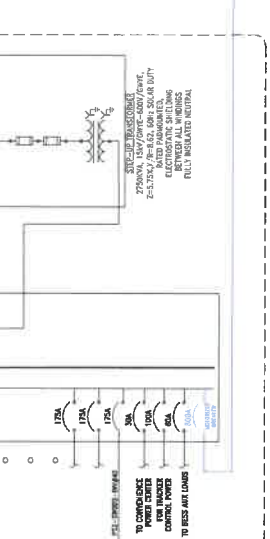
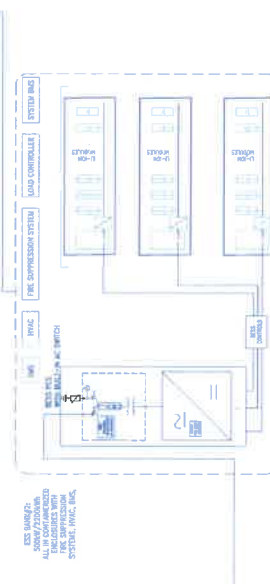
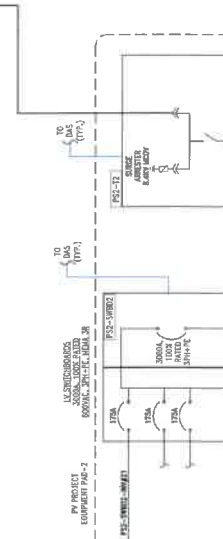
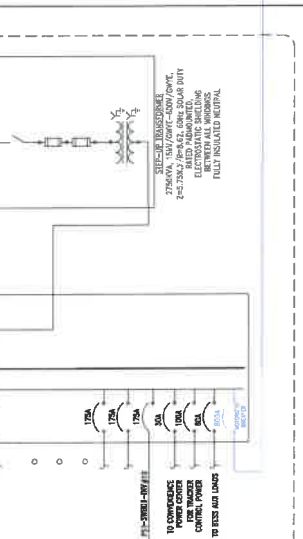
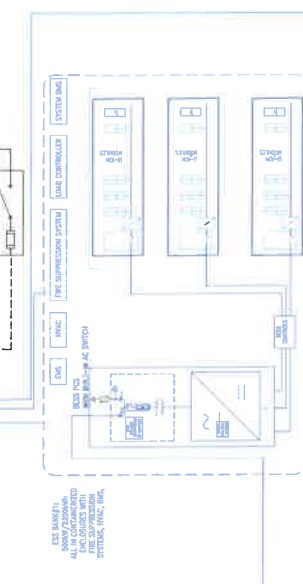
⑤ • CABLE, 40-VOLTAGE SENSING CABLE, 800A, 15KV, CUSTOMER RISER POLE WITH SOLID BLAD CUT-OUTS, CUSTOMER OWNED AND INSTALLED/OPERATED

1. UTILITY ENERGY OWNED PRIMARY METERING SHALL BE IN COMPLIANCE WITH THE RELEVANT UTILITY STANDARD
2. THE PRIMARY METERING CLUSTER WILL BE INSTALLED IN ACCORDING WITH DRAWING PR-10 OF UTILITY INSTALLATION STANDARDS
3. NO PAD-MOUNTED PRIMARY METERING CABINETS WILL BE INSTALLED IN ADVANCE OF THE COMPLETION OF THE CUSTOMER'S INSTALLATION. STANDARDS THE CUSTOMER'S LOAD SIDE CONDUCTORS SHALL MATCH UTILITY'S STANDARD CONDUCTOR SIZES. NO EXCEPTIONS ARE ALLOWED FOR NON-STANDARD CONDUCTOR SIZES.

EQUIPMENT LOCATED AT PROJECT ARRAY FIELD



PROPOSED PROJECT POSITION  
LOCATION, TYP.  
APPROX COORDINATES:  
34-70862'N. -108-72850'W



## SYSTEM SUMMARY

DESIGN PARAMETERS	
NO. TOP (IN) #S	NO. BOTTOM (IN) #S
APPROX. CYCLES PER MIN. - 15°C	APPROX. CYCLES PER MIN. - 15°C
ZIG ZAG INCHES	
PM INVERTER OUTPUT (WATTS)	PM INVERTER OUTPUT (WATTS)
AC INVERTER OUTPUT (WATTS)	AC INVERTER OUTPUT (WATTS)
AC SYSTEM OUTPUT (WATTS)	AC SYSTEM OUTPUT (WATTS)
BATTERY BANKS	
NO. BATTERIES (AMPHOURS)	NO. BATTERIES (AMPHOURS)
BESS CONFIGURATION (C, D, 200V, 48V)	BESS CONFIGURATION (C, D, 200V, 48V)
BESS W & H (IN) (C, 200V/48V)	BESS W & H (IN) (C, 200V/48V)
BATTERY TYPE (AMPHOURS @ 12V, 12V, 24V)	BATTERY TYPE (AMPHOURS @ 12V, 12V, 24V)
SOLAR MODULES	
WARRANTY (AMPHOURS) SOLAR	WARRANTY (AMPHOURS) SOLAR
WARRANTY (AMPHOURS) SOLAR	WARRANTY (AMPHOURS) SOLAR
MODULE OUTPUT (WATTS) 12V	MODULE OUTPUT (WATTS) 12V
MODULE OUTPUT (WATTS) 24V	MODULE OUTPUT (WATTS) 24V
STROKE POWER (IN) (24V/12V/200V/270V)	STROKE POWER (IN) (24V/12V/200V/270V)
NO. STROKES PER MIN. (24V/12V/200V/270V)	NO. STROKES PER MIN. (24V/12V/200V/270V)
DC SYSTEM OUTPUT (WATTS) 12V/24V/200V	
ALUMINUM	
MANUFACTURER (IN) INCHES IN W/O	MANUFACTURER (IN) INCHES IN W/O
CONNECTIONS (IN) PORTS	CONNECTIONS (IN) PORTS
WARRANTY (IN) 24V/12V/200V/270V	WARRANTY (IN) 24V/12V/200V/270V
NO. OF WELDS (IN) 24V/12V/200V/270V	NO. OF WELDS (IN) 24V/12V/200V/270V
COUPLER TO COUPLER	COUPLER TO COUPLER
FOUR-PORTAL (IN) 24V/12V/200V/270V	FOUR-PORTAL (IN) 24V/12V/200V/270V
PROJECT SUX	
INITIAL LAYOUT (IN) 24V/12V/200V/270V	
THAT THE (IN) 24V/12V/200V/270V	
INFORMATION (IN) 24V/12V/200V/270V	

**SINGLE  
LINE  
DIAGRAM**

HEET NO.:

## E-100



99.996%  
UP-TIME.  
ENGINEERED  
SIMPLICITY.

7%  
LOWER  
EQU  
LIFE

31%  
LOWER  
LIFETIME  
O&M

## DuraTrack® HZ v3

Three decades of field-tested design improvements have resulted in the DuraTrack® HZ v3 — the most durable, reliable tracking system under the sun. While our single-bolt module clamp and forgiving tolerances streamline installation, and our flexibly linked architecture maximizes power density, it's our innovative use of fewer components and a failure-free wind management system that makes Array Technologies the best choice for solar trackers. **Better. Stronger. Smarter.**



### HIGH POWER DENSITY

Higher density means more power and more profit. DuraTrack HZ v3 offers the unique ability to maximize the power density of each site, boasting 100 modules per row and higher density than our closest competition.



### LEADING TERRAIN ADAPTABILITY

Our flexibly linked architecture, with articulating drive-line joints and forgiving tolerances, creates the most adaptable system on the market for following natural land contours while creating the greatest power generation potential from every site.



### FEWER COMPONENTS

Array was founded on a philosophy of engineered simplicity. Minimizing potential failure points (167 times fewer components than competitors), DuraTrack HZ v3 consistently delivers higher reliability and superior uptime.



### FAILURE-FREE WIND DESIGN

DuraTrack HZ v3 was designed and field tested to withstand some of the harshest conditions on the planet. It is the only tracker on the market that reliably handles wind bursts with a fully integrated, fully mechanical, passive wind load mitigation system without the need for complex communication systems, batteries, or power.



### ZERO SCHEDULED MAINTENANCE

Maintenance-free motors and gears, lower moving parts, and industrial-grade components — what does this mean for our customers? No scheduled maintenance required. While our competitors average two unscheduled maintenance events per day, we average only one per year.

### COST VERSUS VALUE

We believe value is more than the cost of a tracking system. It's about building with forgiving tolerances and fewer parts so construction crews can work efficiently. It means protecting your investment with a failure-free wind management system. It also includes increasing power density. But most of all, value is measured in operational uptime, or reliability.

### THE GLOBAL LEADER IN RELIABILITY

Array has spent decades designing and perfecting the most reliable tracker on the planet. Fewer moving parts. Stronger components and intelligent design that protects your investment in the harshest weather but a few of the innovative differences that keep your system running flawlessly all day and your resting easy at night.

ARRAY FOLLOW THE SUN.  
FOLLOW THE LEADER.  
TECHNOLOGIES

### ARRAY TECHNOLOGIES, INC.

3901 Alhambra Place NE  
Albuquerque, NM 87109 USA  
+1 505.881.7567  
+1 865.736.6747 (877.257.018)  
+1 505.881.7572  
sales@arraytechno.com  
arraytechno.com

### ELECTRONIC CONTROLLER FEATURES/SPECIFICATIONS

Solar Tracking Method	Algorithm with GPS input
Control Electronics	MCU plus Central Controller
Data Feed	MODBUS over Ethernet to SCADA system
Night-time Sleep	Yes
Tracking Accuracy	± 2° standard, field adjustable
Backtracking	Yes

### INSTALLATION, OPERATION & MAINTENANCE

Software	SmartTrack optimization available
PC Support Structural Calculations & Drawings	Yes
On-site Training and System Commissioning	Yes
Connection Type	Fully bolted connections, no welding
In-field Fabrication Required	No
Dry Site Bearings and Attaching Driveline Connections	No fabrication required
Scheduled Maintenance	None required
Module Cleaning Compatibility	Robotic, Tracker, Manual

### GENERAL

Annual Power Consumption	400 kWh per MW per year, estimate
(kWh per 1 MW)	

425-85-05-8007-8712-18821882000

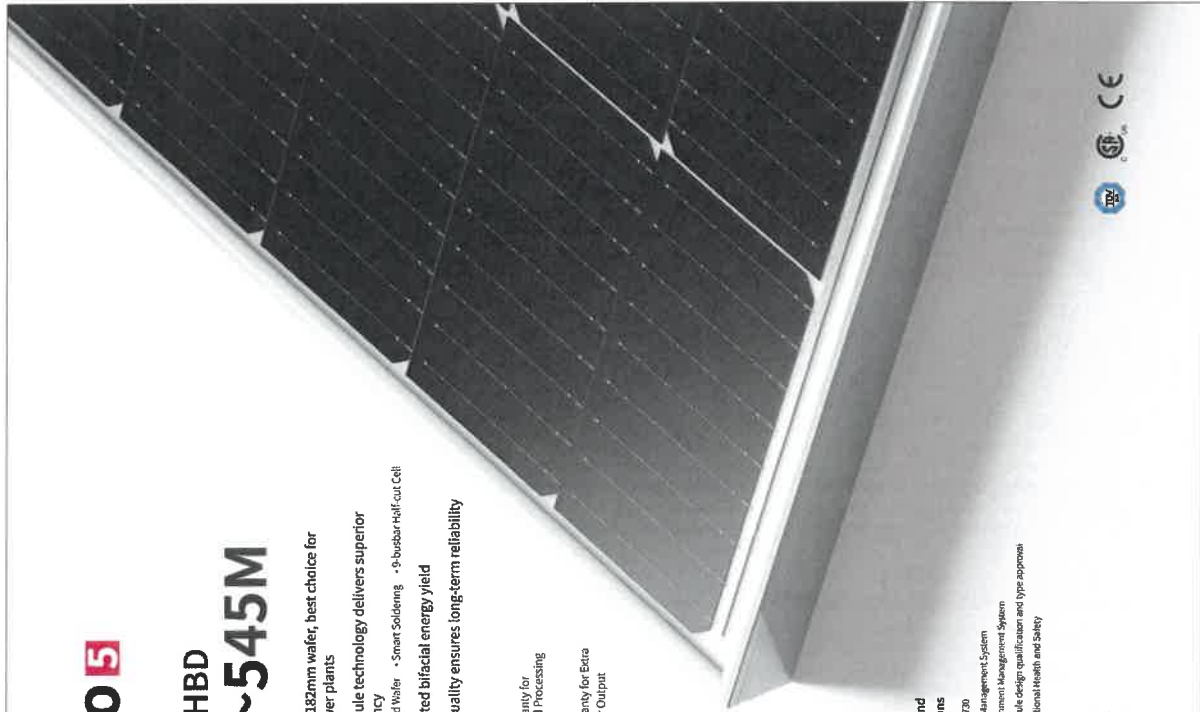


LR5-72HBD  
520~545M

- Based on M10-122mm wafer, best choice for ultra-large power plants
- Advanced module technology delivers superior module efficiency
  - M10 Gallium-doped Wafer
  - Smart Soldering
  - Butburr Half-cut Cell
- Globally validated bifacial energy yield
- High module quality ensures long-term reliability

**12** 12-year Warranty for Materials and Processing

**30**  
30-year Warranty for Extra  
Linear Power Output



**Complete System and Product Certifications**

(IEC 61215, IEC 61730, UL 61730)

ISO 9001:2008: ISO Quality Management System

ISO 14001: 2004: ISO Environment Management System

TS67541: Guideline for module design qualification and type approval

OSHA 15001: 2007 Occupational Health and Safety

LONGI

**LR5-72HBD 520~545M**

21.3% 0~+5W

0.45%

## HALF-CELL

### 30-Year Power Warranty



### Mechanical Parameters

Cell Orientation	144 (6x24)
Output Box	PSG, three diodes
Output Cable	4mm <sup>2</sup> , positive 40V / negative 200mm length can be customized
Glass	Dual glass, 2.0mm coated tempered glass
Frame	Anodized aluminum alloy frame
Weight	32.3kg
Dimension	2256x1133x30mm
Packaging	31pcs per pallet / 155pcs per 20' GP / 556pcs per 40' HC

## Electrical Characteristics

Power Class	520	525
Maximum Power (P <sub>max</sub> /W)	520	525
Open Circuit Voltage (V <sub>oc</sub> /V)	48.90	49.05
Short Circuit Current (I <sub>sc</sub> /A)	13.57	13.65
Voltage at Maximum Power (V <sub>mp</sub> /V)	41.20	41.20
Current at Maximum Power (I <sub>mp</sub> /A)	12.67	12.75
Module Efficiency(%)	20.3	20.5

### Operating Parameters

Operational Temperature	-40°C ~ +85°C
Power Output Tolerance	0 ~ +5 W
Voc and Isc Tolerance	±3%
Maximum System Voltage	DC1500V (IEC 61215)
Maximum Series Fuse Rating	30A
Nominal Operating Cell Temperature	45±2°C
Protection Class	Class II
Fire Rating	UL type 29
Blackability	70±5%

## Mechanical Loading

Front Side Maximum Static Loading	5400Pa
Rear Side Maximum Static Loading	2400Pa
Hailstone Test	25mm hailstone at the speed of 23m/s

## Temperature Ratings (STC)

Temperature Coefficient of Isc	+0.050%/°C
Temperature Coefficient of Voc	-0.284%/°C
Temperature Coefficient of Pmax	-0.350%/°C

**LONGI**

Floor 19, Lujiazui Financial Plaza, Century Avenue  
826, Pudong Shanghai, China  
Tel: +86-21-80162606  
Web: [en.longji-solar.com](http://en.longji-solar.com)

Specifications included in this datasheet are subject to change without notice. LONGI reserves the right of final interpretation. (20200104V1.2)

SHEET NO.:

**D-300**

**Property Profile** Valencia County

**Account:** R087667      **Tax Year:** 2022      **Account Type:**  
**Mill Levy:** 26.877000      **Version:** 05/09/2022      **Area ID:** BN02\_NR  
**Estimated Tax:** \$187.64      **Parcel:** 1-010-031-170-345-000000      **Map Number:** C-5-34  
**\*This mill levy is from the most recent tax roll**      **Status:** Active

**Name and Address Information**

ALEXANDER PHILLIP NELSON &  
ALEXANDER WANDA ERLINE TRUST  
C/O ALEXANDER PHILLIP NELSON &  
ALEXANDER WANDA ERLINE TRUSTEE  
240 DEL NORTE CT  
LOS LUNAS, NM 87031

**Property Location**

No Location Information Available

**Legal Description**

Subd: LAND OF JESUS & ERMINIA BACA Tract: B 36.18 ACRES MAP 94 1996 REV

**Assessment Information**

2022	Actual	Assessed	Sq Ft	Acres	Taxable
Land	16,824	5,608		36.180	
Improvements					
Exempt		0			
<b>Total</b>	16,824	5,608		36.180	5,608
2021	Actual	Assessed	Sq Ft	Acres	Taxable
Land	16,824	5,608		36.180	
Improvements					
Exempt					
<b>Total</b>	16,824	5,608			5,608

**User Remarks**



**E. Zone Change #2022-063-066 (District III, P&Z Commissioner Moran, BoCC Hyder)**

PNM requests a Zone Change from Rural Residential (RR-1) to Heavy Industrial District (I-3). Legal Description(s): Subd: LAND OF GUS SAN MIGUEL Lot: B1 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A-110, Subd: LAND OF GUS SAN MIGUEL Lot: B2 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A -110, Lot B-3, Lot B-4. Located South of Concha Ln., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-758, 2000.

**F. Solar Field Overlay Zone #2022-067 (District III, P&Z Commissioner Moran, BoCC Hyder)**

OneEnergy Renewables requests a Solar Field Overlay Zone. Legal Description: S: 29 T: 7N R: 1E LOTS 59 & 60 20.00 ACRES +/- . Located at the Northwest corner of Duarte Rd. and Emilia Rd., Los Lunas, NM 87031, Zoned Outland District (OD).

**G. Solar Field Overlay Zone #2022-068-077 (District III, P&Z Commissioner Moran, BoCC Hyder)**

CVE requests a Solar Field Overlay Zone. Legal Description(s): Subd: LAND OF EARL C GLEASON Tract: A 1.30 AC D-4-24 1997 REV (LAND LOCKED), Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B1 1.30 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B2 1.29 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B3 1.29 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B4 1.28 AC D-4-24 1997 REV, Subd: LAND OF EARL C GLEASON Tract: D 2.49 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C1 1.27 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C2 1.26 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C3 1.26 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C4 1.80 AC D-4-24 1997 REV, located North of James St., Belen, NM 87002, Zoned Rural Residential 1 (RR-1).

**H. Solar Field Overlay Zone #2022-079 (District III, P&Z Commissioner Moran, BoCC Hyder)**

Clean Choice Energy requests a Solar Field Overlay Zone. Legal Description: Subd: LAND OF JESUS & ERMINIA BACA Tract: B 36.18 ACRES MAP 94 1996 REV. Located North of Vallejos Rd., Los Lunas, NM 87031, Zoned Rural Residential 2 (RR-2).

**8) Next Meeting of the County Planning & Zoning Commission is Tuesday, July 26, 2022 at 3:00 p.m.**

**9) Adjournment**

*If you are an individual with a disability who has special needs, please contact the Planning and Zoning Office at the Valencia County Courthouse, Los Lunas, New Mexico, (505) 866-2050 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in accessible formats. Please contact the Valencia County Planning and Zoning Office at the Valencia County Courthouse if a summary or any type of accessible format is needed.*

**To run on June 9, 16 and 23, 2022**





## **Planning & Zoning Commission Meeting June 28, 2022**

### **Table of Contents**

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



## Valencia County Planning and Zoning Commission

### Agenda Request Form

MEETING DATE: June 28, 2022

**Request Title:** Request for a Zone Change from Rural Residential 1 (RR-1) to Heavy Industrial District (I-3) for a new electric facility on the properties located at Subd: LAND OF GUS SAN MIGUEL Lot: B1 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A-110, Subd: LAND OF GUS SAN MIGUEL Lot: B2 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A -110, Lot B-3, Lot B-4. Located South of Concha Ln., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-758, 2000. (PNM) **Application(s): ZC #2022-063-066**

**Legal Description:**

**ZC #2022-063-066** Subd: LAND OF GUS SAN MIGUEL Lot: B1 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A-110, Subd: LAND OF GUS SAN MIGUEL Lot: B2 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A -110, Lot B-3, Lot B-4. Located South of Concha Ln., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-758, 2000.

**Request Description:** The property owners are requesting a Zone Change for a new electric facility.

**Background:** The property owner has requested to come before the board to request a Zone Change. Departmental reviews were requested by Planning & Zoning, please refer to appendix seven in your packet for comments.

**Analysis:** This request is for a Zone Change for a new electric facility. Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a zone change within Sections 154.061 of the Valencia County Zoning Code.

(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.



## Valencia County Planning and Zoning Commission

### Agenda Request Form

MEETING DATE: June 28, 2022

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#### **§ 154.105 RURAL RESIDENTIAL DISTRICTS (RR-1, RR-2).**

##### **(A) Purpose.**

(1) The purpose of the Rural Residential Districts is to provide for varying densities of rural residential development on selected lands identified in the comprehensive plan for preservation of low density rural living.

(2) The RR Districts are intended to accommodate rural residential development at an anticipated magnitude or density level that does not require more than a very basic level of services, such as single local-road access, individual domestic wells and septic tank sewage-disposal systems, and rural fire protection. Ultimate density limitations in the RR District shall be determined by prevailing lot sizes community character, compatibility with existing uses in the district, limitations of domestic water sources, soil conditions and groundwater tables for subsurface sewage disposal, and area designations identified in the Valencia County comprehensive plan. Opportunities for small-scale or intensive farm activities compatible with low density rural residential uses shall be encouraged in the RR Districts.

**(B) Permitted uses.** In the RR Districts, the following uses shall be permitted subject to the standards and limitations set forth in division (F) below:

(1) Farm uses, subject to the limitations in division (F) below;

(2) One principal dwelling per parcel;

(3) Accessory uses;

(4) **HOME OCCUPATION**, as defined by this chapter, subject to the standards and limitations set forth in § [154.168](#).

(5) Signs, pursuant to the sign provisions set forth in § [154.166](#);

(6) Public facilities;

(7) Community or municipal water-supply system; and

(8) Community or municipal sanitary-sewer system.

**(C) Conditional uses.** In the RR Districts, pursuant to the Type B application procedure set forth in § [154.076](#), and subject to the conditional use review criteria listed in § [154.057](#), and any other applicable criteria established by this chapter, the following uses may be allowed conditionally:

(1) Temporary secondary mobile home or residential trailer dwelling, in conjunction with a principal dwelling on the same parcel, only for family members requiring special care, subject to the following:

(a) The family member requiring special care is aged, infirm or who, for health-related reasons, is incapable of maintaining a complete separate residence;

(b) The permit for the temporary home for special care shall be valid for a period of 2 years or shorter period as the Zoning Department determines to be appropriate, provided, however, that the permit may be revoked by the Department at any time if any of the reasons for which the permit was granted are no longer applicable, or if any imposed condition is violated;



## Valencia County Planning and Zoning Commission

### Agenda Request Form

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(c) The permit for the temporary home for special care shall be granted to the applicant only and shall not be deemed to run with the land; and

(d) Under any circumstances, a second dwelling under this section, and in any RR Districts shall not be approved if the net size of the parcel for the principal dwelling is less than 0.76 acres in size.

(2) Home occupation where the business includes visits to the site from clients, customers, patients, patrons, or similar individuals. Such home occupations may allow for employment of UP to two non-family members and may be approved for a period of time not to exceed two years, and are subject to the standards and limitations set forth in [§ 154.168](#);

(3) Kindergarten, day nursery, or day care facility in conjunction with a principal dwelling on the same parcel, subject to the standards for day care facilities set forth in [§ 154.169](#);

(4) Utility facility, with the exception of energy generation facilities, subject to §§ [154.035](#) through [154.040](#) for site design review;

(5) (a) Temporary structures as may be required during construction of an authorized permanent structure.

(b) The temporary structure shall be removed upon final inspection of the permanent structure by the Building Inspector.

(c) Temporary structures under this subsection shall be reviewed under the Type A application procedure as described in [§ 154.075](#) of this chapter;

(6) Temporary sales offices for permitted uses, pursuant to the Type A application procedure set forth in [§ 154.075](#) and subject to [§ 154.056](#) for temporary permits;

(7) Public or private school, including all buildings essential to the operation of a school, subject to §§ [154.035](#) through [154.040](#) for site design review;

(8) Church, subject to §§ [154.035](#) through [154.040](#) for site design review; and

(9) Clubs and lodges, subject to §§ [154.035](#) through [154.040](#) for site design review.

(D) *Prohibited uses.*

(1) Uses of land and water not specifically mentioned in this section shall be prohibited in the RR Districts.

(2) Cluster developments and parcel averaging shall not be permitted in the greenbelt as defined in this chapter and in the comprehensive plan.

(3) Recreational vehicles (RVs) shall not be used as primary residences in any Rural Residential (RR) District.

(E) *Non-conforming uses.* Non-conforming uses found in the RR Districts are subject to the non-conforming use provisions of [§ 154.059](#) as well as any other applicable provisions of this chapter.

(F) *Standards and limitations.* In the RR Districts, the following standards and limitations shall apply:



## Valencia County Planning and Zoning Commission

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(1) *Dwelling density.*

(a) *Dwelling density for permitted uses.*

1. The maximum overall dwelling density for any new development shall not exceed:

- a. One dwelling per 2 acres net in the RR-2 District; and
- b. One dwelling per 1 acre net in the RR-1 District.

2. Not more than 1 principal dwelling shall be permitted on any parcel, except in the case of clustering development and as follows:

- a. One duplex may be allowed on any 4 acre parcel in the RR -2 District;
- b. One duplex may be allowed on any 2 acre parcel in the RR-1 District.

3. For the division of any contiguous lands under the same ownership or under a common promotional plan, parcel sizes may be averaged if the tract to be averaged under this section is at least 10 acres, and provided that the maximum overall net density of the applicable RR Districts are not exceeded, and provided that no parcel shall be below the applicable minimum parcel size established by division (2) below.

(b) *Dwelling density for conditional uses.* Not more than 1 secondary dwelling (other than guest house secondary dwelling) shall be permitted on any parcel.

(2) *Parcel size and dimension.*

(a) *RR-1 District.*

1. *Newly-created parcels.* The maximum depth-to-width ratio for any newly-created parcel shall be 3 to 1. The minimum size of any newly-created parcel shall be 1 acre, exclusive of any easements for public right-of-way and except as follows:

- a. In the case of parcel-size averaging, the minimum parcel size shall be no less than 3/4 of 1 acre, net 32,670 square feet;
  - b. In the case of a duplex, the minimum parcel shall be 1-1/2 acres;
- and

c. In the case of a residential planned development, the minimum parcel size shall be 10 acres prior to a subdivision of the parcel.

2. *Pre-existing lots of record.* Any permitted or conditional use provided for in this district may be established on a substandard pre-existing lot of record, subject to the applicable requirements of this section. In addition, prior to issuance of a building permit for a principal dwelling, the provisions of [§ 154.057](#) shall be satisfied.

(b) *RR-2 District.*

1. *Newly-created parcels.* The maximum depth-to-width ratio for any newly-created parcel shall be 3 to 1. The minimum size of any newly-created parcel shall be 2 acres, except as follows:





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a. In the case of parcel-size averaging, the minimum parcel size shall be 1-1/2 acres;

b. In the case of a duplex, the minimum parcel size shall be 2 acres;  
and

c. In the case of a duplex or multi-family planned development, the minimum parcel size shall be 10 acres prior to a subdivision of the parcel.

2. *Pre-existing lots of record.* Any permitted or conditional use provided for in this district may be established on a substandard pre-existing lot of record, subject to the applicable requirements of this section. In addition, prior to issuance of a building permit for a principal dwelling, the provisions of [§ 154.057](#) shall be satisfied.

(3) *Setbacks.* The following setback requirements apply to all RR Districts unless varied or waived by a planned development, subject to [§ 154.121](#).

(a) *Front yard.* The minimum front yard setback shall be 30 feet except that the minimum setback for all yard signs shall be 5 feet.

(b) *Side and rear yard.* The minimum side and rear yard setbacks shall be 15 feet, except as provided in this section.

(c) An accessory structure not more than 15 feet in height, at least 60 feet from a road, and at least 10 feet from any dwelling may be located a minimum distance of 15 feet from the property line in a side yard or rear yard.

(d) Fences, walls and hedges may be permitted in any required yard or along the edge of any yard, subject to the clear-vision area requirements of division (6) below.

(4) *Parcel coverage.*

(a) For any parcel of 1 acre or more, but less than 10 acres, the maximum parcel coverage shall be 20%.

(b) For any parcel of less than 1 acre, the maximum parcel coverage shall be 15%.

(5) *Access.*

(a) Before a dwelling may be established on any parcel as provided in this section, the parcel shall have a legal, safe and passable means of access by abutting at least 30 feet either directly upon a public road, or by a private easement which is at least 30 feet in width for its entire length and which also abuts upon a public road for at least 30 feet.

(b) Nothing in this section shall be construed to vary or waive the requirements for creation of new access contained in the Valencia County Subdivision Chapter adopted by Valencia County.

(6) *Clear-vision areas.*

(a) A clear-vision area shall be maintained on the corner of any parcel at the intersection of any 2 of the following: county roads; public roads; private roads serving 4 or more parcels; and railroads.



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(b) A clear-vision area shall contain no sight-obscuring structures or planting exceeding 30 inches within a triangle formed by the projected intersection of the right-of-way or public road easement lines on the lot corner nearest the intersection, and the 2 points 20 feet from this corner as measured along the parcel lines adjacent to the intersecting rights-of-way.

(c) Trees exceeding these requirements may be located so that their branches extend into this triangle, provided they are maintained to allow at least 12 feet of visual clearance within the triangle below the lowest hanging branches.

*(7) Height.*

(a) The maximum building height for any dwelling shall be 30 feet;

(b) The maximum building height for all other structure shall be 45 feet, except for accessory structures on any parcel of less than 10 acres the maximum building height shall be 35 feet; and

(c) Appurtenances usually required to be placed above the roof level and not intended for human occupancy such as spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys and wind generators are not subject to the height limitations of this chapter.

*(8) Occupancy of recreational vehicles.*

(a) One recreational vehicle shall be permitted to be parked on any parcel in conjunction with a principal dwelling, and may be used for the temporary accommodation of guests for a period of up to 45 days total in any year.

(b) In no case shall any recreational vehicle be used as a principal dwelling or rented unless and until the necessary permits have been obtained.

*(9) Off-street parking.*

(a) In the RR Districts, prior to establishment of any dwelling, sufficient area must be provided to allow for at least 1 emergency vehicle turnaround; and

(b) Parking requirements for those uses which may generate traffic beyond what is normally expected in the RR Districts, including multi-family dwellings, shall be determined by the Zoning Department subject to the provisions of [§§ 154.035](#) through [154.040](#).

(10) *Livestock.* The keeping of livestock shall be allowed in the RR Districts subject to the following restrictions:

(a) All livestock shall be properly fenced and contained so as to minimize adverse impacts to surrounding property;

(b) There shall be at least 10,000 separate square feet of pervious surface area for each cow, horse or similar animal;

(c) There shall be at least 4,000 separate square feet of pervious surface area for each sheep, goat, pig or similar animal;

(d) There shall be at least 600 separate square feet of pervious surface area in an enclosed structure for poultry or rabbits or similar animals;



## Valencia County Planning and Zoning Commission

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#### **§ 154.137 HEAVY INDUSTRIAL DISTRICT (I-3).**

**(A) Purpose.**

(1) The purpose of the I-3 District is to provide for industrial uses with high nuisance characteristics that are incompatible with adjacent urban residential uses or for industrial uses where space or performance characteristics demand a specialized locale.

(2) All required services shall be available to the site, including necessary major utility lines and sewer and water facilities.

(3) Whenever appropriate, heavy industrial uses shall be located in areas where their impacts can be sufficiently mitigated on other incompatible uses and in areas where necessary services can be provided in an efficient and economic manner.

**(B) Permitted uses.** In the I-3 District, the following uses shall be permitted subject to the standards and limitations set forth in division (F) below, and pursuant to §§ [154.035](#) through [154.040](#), for site design review:

(1) All uses permitted in the I-2 District;

(2) Grain elevators, feed mills and seed cleaning plants;

(3) Manufacture of forest products, including sawmills, planing mills, plywood and particle board plants and pulp and paper mills;

(4) Auto wrecking yards;

(5) Animal slaughtering, meat packing and rendering plants;

(6) Facilities for the processing or production of oil, natural gas, geothermal resources or other hydrocarbons;

(7) Manufacture of clay products, brick, tile and cement and including mining of materials used in production, subject to the provisions of [§ 154.091](#)(G);

(8) Outdoor storage of raw materials or finished products associated with any permitted use;

(9) (a) Temporary structures as may be required during construction of an authorized permanent structure.

(b) The temporary structure shall be removed upon final inspection of the permanent structure by the Building Inspector;

(10) Community or municipal water supply system;

(11) Community or municipal sewer system;

(12) Public facilities;

(13) Signs, pursuant to the sign provisions set forth in [§ 154.166](#);

(14) Dwelling for caretaker or watchman in conjunction with permitted use. If a dwelling is a mobile home it shall, in addition to the requirements of this section, also be subject to the mobile home standards set forth in [§ 154.172](#); and

(15) Similar uses similar in character, scale and performance, or with similar noise, odor, traffic, air and water quality impacts on neighboring properties.

**(C) Conditional uses.** A use not expressly contemplated in the I-3 District shall be a conditional uses subject to the conditional use criteria and



## Valencia County Planning and Zoning Commission

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requirements of § [154.057](#) and subject to site design review in §§ [154.035](#) through [154.040](#) of this chapter

(D) *Prohibited uses.* Uses of land and water not specifically mentioned in this section, and not allowed as a similar use, are prohibited in the I-3 District.

(E) *Non-conforming uses.* Non-conforming uses found in the I-3 District are subject to the non-conforming use provisions of § [154.059](#) as well as to any other applicable provisions of this chapter.

(F) *Standards and limitations.* In the I-3 District, the following standards and limitations shall apply:

(1) *Parcel size and dimensions.*

(a) *Minimum parcel size.* The minimum parcel size for any use shall be 3 acres.

(b) *Depth-to-width ratio.* The maximum depth-to-width ratio for any newly-created parcel shall be 3 to 1.

(2) *Setbacks.* The minimum setback for all yards shall be 50 feet for all uses.

(3) *Parcel coverage.* The maximum parcel coverage shall be appropriate to the use, subject to §§ [154.035](#) through [154.040](#) for site design review.

(4) *Access.* Before a principal use may be established on any parcel as provided in this section, the parcel shall have a legal, safe and passable means of access by abutting at least 40 feet either directly upon a public road, or by a private easement which is at least 40 feet in width for its entire length and which also abuts upon a public road for at least 40 feet. Nothing in this section shall be construed to vary or waive the requirements for creation of new access contained in any ordinance legally adopted by Valencia County.

(5) *Clear-vision areas.*

(a) A clear-vision area shall be maintained on the corner of any parcel at the intersection of any 2 of the following: county roads; public roads; private roads serving 4 or more parcels; and railroads.

(b) A clear-vision area shall contain no sight-obscuring structures or plantings exceeding 30 inches in height within a triangle formed by the projected intersection of the right-of-way or public road easement lines on the lot corner nearest the intersection, and the 2 points 20 feet from this corner as measured along the parcel lines adjacent to the intersecting rights-of-way.

(c) Trees exceeding this height may be located so that their branches extend into this triangle, provided they are maintained to allow at least 12 feet of visual clearance within the triangle below the lowest hanging branches.

(6) *Height.*

(a) The maximum building height for all structures shall be 60 feet; and

(b) Appurtenances usually required to be placed above the roof level and not intended for human occupancy such as spires, belfries, cupolas, antennas,



## Valencia County Planning and Zoning Commission

### Agenda Request Form

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water tanks, ventilators, chimneys and wind generators are not subject to the height limitations of this chapter.

(7) *Accessory uses.* An accessory use shall comply with the standards and limitations for principal uses except as follows:

(a) *Structures.*

1. No separate accessory structure shall be erected within 25 feet of any other building on the same parcel.

2. An accessory structure not more than 25 feet in height, at least 60 feet from a road, and at least 25 feet from any dwelling, may be located a minimum distance of 25 feet from the property line in a side yard or rear yard.

(b) *Fences, walls and hedges.* Fences, walls and hedges may be permitted in any required yard or along the edge of any yard, subject to the clear-vision requirements of division (5) above.

(8) *Off-street parking.* Off-street parking and loading requirements for any use in the I-3 District shall be appropriate for the use and shall be as provided in § [154.174](#).



**VALENCIA COUNTY****COMMUNITY 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**

CONDITIONAL USE: (\$150.00) CU#

VARIANCE: (\$150.00) V#

TEMPORARY USE: (\$150.00) TU#

SIGN PERMIT: (\$100.00) SP#

ZONE CHANGE/MASTER PLAN AMENDMENT: (\$350.00) ZC#

FILM PERMIT: (\$150.00) TU#

SITE DESIGN REVIEW: (\$350.00 COMMERCIAL / \$750.00 INDUSTRIAL) SDR#

WCF/CO-LOCATION: (\$200.00) WCF#

**ALL LAND USE APPLICATIONS MUST INCLUDE A NON-REFUNDABLE REVIEW FEE, SITE PLAN, PROPOSAL LETTER,  
PROPERTY RECORD CARD AND CURRENT ASSESSMENT MAP SHOWING THE PROPERTY AND GENERAL VICINITY**

<b>LEGAL DESCRIPTION</b> SEE ATTACHED TOWNSHIP _____ RANGE _____ SECTION _____	<b>ZONING:</b> Existing: RR-1, Proposed: I-3 FLOOD ZONE: _____ BFE: _____	<b>OTHER PERMITS ISSUED:</b> V _____ TU _____ CU _____ PERMIT # _____
MAP _____ BOOK/CABINET _____ PAGE _____ TRACT/LOT _____ BLOCK _____ UNIT _____ SUBDIVISION/LANDS OF: _____ SEE ATTACHED	ELEVATION CERTIFICATE# _____ PRE CONSTRUCTION _____ FINAL _____	LOMA _____ CLOMA _____ CLOM-F _____ APP#: _____

<b>R -</b>	<b>PROPERTY OWNER NAME</b> PNM	<b>PHONE</b> (505) 241-2798
<b>MAILING ADDRESS</b> 2401 Aztec Rd NE	<b>SPACE</b> CITY Albuquerque	<b>STATE</b> NM <b>ZIP</b> 87107

**PROJECT LOCATION / SITE ADDRESS:**

southwest corner of Blue Lake Road and Concha Lane

NMED SEPTIC PERMIT #

AGENT (IF APPLICABLE):

**CURRENT USE OF PROPERTY:** undeveloped**BRIEF DESCRIPTION OF REQUEST:**

Zone change from RR-1 to I-3 to allow for a new electric facility to enhance the county's protection of the public's health, safety, and welfare of Valencia County (Valencia County Zoning Code Section 154.061). The new electric facility will regulate the voltage of electricity to the benefit of area businesses and homes, and of the larger electric grid system.

**OFFICIAL USE ONLY**

APPLICATION RECEIVED BY:

DATE:

APPLICATION DEEMED COMPLETE:

DATE:

APPLICATION APPROVED/DENIED:

DATE:

P&amp;Z COMMISSION HEARING DATE:

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.

Russell Brito

Printed Name

Signature

25 May 2022

Date

<b><u>Legal Description</u></b>	<b><u>UPC Number</u></b>
Subd: LAND OF GUS SAN MIGUEL Lot: B1 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A-110	1004025450285000000
Subd: LAND OF GUS SAN MIGUEL Lot: B2 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A -110	1004025470285000000
Lot "B-03" of the plat of LANDS OF GUS SAN MIGUEL, as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Valencia County, New Mexico on May 21, 1999 in Map Book K, folio 758.	1004025450257000000
Lot B-4, as shown and designated on the Replat of Lot "B", Land of Gus San Miguel, being a Replat of Lots 93 and 112, Rancho Rio Grande Unit 2, within Projected Section 34, T5N, R1E, N.M.P.M., West Belen Grant, Valencia County New Mexico, filed for record in the Office of the County Clerk of Valencia County, New Mexico on May 21, 1999, in Cabinet "K", Folio 758.	1004025470257000000



May 25, 2022

Valencia County Planning & Zoning Commission  
444 Luna Ave SE  
Los Lunas, NM 87031

Subject: Request for Zone Change

Dear Chairman Aguilar and P&Z Commissioners,

PNM requests approval from Valencia County a Zone Change from RR-1 to I-3 to allow for a new electric facility that will enhance the county's protection of public's health, safety, and welfare of Valencia County (Valencia County Zoning Code Section 154.061). The new electric facility will regulate the voltage of electricity to the benefit of area businesses and homes, and of the larger electric grid system. The subject site is an approximately 4.96-acre site located on Blue Lake Road at Concha Lane, adjacent to the existing La Luz Energy Center in Valencia County (**Figure 1, Project Vicinity Map**).

**Proposed Use: The Project**

The Valencia County I-3 zoning district will allow for the development of a new Phase Shifting Transformer (PST) Substation. This PST is essential to continue providing sufficient, safe, reliable, affordable, and environmentally responsible electric service to communities throughout Valencia County and PNM's larger service area. Part of the PST function is to ensure capacity to transmit electricity from new renewable sources and to avoid overload situations.

Transformers are electric equipment that either increase or reduce voltage on the electric grid. Because of the recent addition of large renewable generation sources (solar, wind) to the PNM grid and the voltages associated with them, there is potential for electric overloads. The PST will replace or supplement existing equipment and will help avoid potential overloads on the Tri-State Generation and Transmission Cooperative, Inc. facilities that connect with PNM's system.

PNM and other utilities must comply with the North American Electric Reliability Corporation (NERC) performance standards/criteria to ensure the reliability of the electric grid. The existing substations and electric facilities in the area are built out and cannot accommodate a new PST because each unit requires adequate safety clearances per mandatory NERC and Western Electricity Coordination Council (WECC) operating standards.

**Site Location and Zoning**

The subject site is an approximately 4.96-acre site located in Valencia County. The Project site is located at the intersection of the Blue Lake Road and Concha Lane (**Figure 2, Site Location Map**). The property is vacant, undeveloped land zoned RR-1 (Rural Residential) on the Valencia County Official Zoning Map (**Figure 3 – Zoning Map**). The RR-1 zoning district only permits a mix of residential and agricultural uses.

**Surrounding Land Use and Zoning**

The zoning and land use of parcels surrounding the subject site are:

	<b><u>Zoning</u></b>	<b><u>Land Use</u></b>
North	RR-1	Residential (across Concha Lane)
South	RR-1	Undeveloped (across La Luz Energy Center Road)
East	I-3	Electric Substation at La Luz Energy Center (across Blue Lake Road)
West	RR-1	Undeveloped

**Land Ownership**

PNM owns the four properties.

<b><u>Legal Description</u></b>	<b><u>UPC Number</u></b>
Subd: LAND OF GUS SAN MIGUEL Lot: B1 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A-110	1004025450285000000
Subd: LAND OF GUS SAN MIGUEL Lot: B2 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A -110	1004025470285000000
Lot "B-03" of the plat of LANDS OF GUS SAN MIGUEL, as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Valencia County, New Mexico on May 21, 1999 in Map Book K, folio 758.	1004025450257000000
Lot B-4, as shown and designated on the Replat of Lot "B", Land of Gus San Miguel, being a Replat of Lots 93 and 112, Rancho Rio Grande Unit 2, within Projected Section 34, T5N, R1E, N.M.P.M., West Belen Grant, Valencia County New Mexico, filed for record in the Office of the County Clerk of Valencia County, New Mexico on May 21, 1999, in Cabinet "K", Folio 758.	1004025470257000000

**Site and Project Details**

The proposed Project site is described below:

- Site is approximately 4.96 acres.
- The site is adjacent to existing 115kV transmission lines, the La Luz Energy Center, and in close proximity to the Belen Substation.
- The site will be accessed from Blue Lake Road on the east side of the site. The movement of large vehicles and delivery trucks will occur during construction; however, the Project will not generate traffic once it is developed.

- No construction will occur during nighttime hours; however, the site will be secured and monitored all times during the construction. Once construction is complete, utility personnel using pick-up trucks will periodically visit the facility for maintenance.
- On-site sanitary sewer facilities are not required for the Project and are not proposed.
- PNM will comply with all applicable Valencia County grading and drainage requirements.
- Any sound produced by the facility will be attenuated by the perimeter block wall.
- PNM will install motion-detection security lighting within the perimeter wall of the facility.
- The proposed substation will not be open to the public and will not be manned by personnel. It will be operated remotely and visited intermittently by PNM or authorized contract personnel. Any parking on the substation property for maintenance vehicles will be internally near the equipment where authorized personnel may be working. The substation is specific to the electric utility industry and is not a building or structure.
- Signage will include a standard PNM sign 4 feet x 4 feet in size at the entry to the facility and standard PNM warning signs for safety spaced at intervals on the exterior walls.
- Dust control during construction will include active suppression via the use of water trucks as necessary.
- PNM will coordinate with the Valencia County Fire Department regarding emergency response at the site.
- No permanent jobs will be created from this Project; however, temporary construction jobs will be created and will be hired locally to the extent possible.

#### **Responses to Valencia County Ordinance 154.061**

**Note:** PNM responses are in *italics*.

(C) Review criteria for quasi-judicial zone changes.

- (1) The proposed change is consistent with the goals, policies and any other applicable provisions of the comprehensive Plan.

*This zone district change from RR-1 to I-3 furthers the following applicable comprehensive plan goals:*

#### **Land Use**

**Goal 1:** Capture regional growth in Priority Growth Areas to preserve the rural character of the County.

*All types of development, including suburban, urban, and rural require safe and dependable delivery of electricity. A Zone Change from RR-1 to I-3 will allow PNM to construct a needed substation with a new Phase Shifting Transformer (PST) that will regulate the voltage of electricity to the benefit of area businesses and homes, and of the larger electric grid system. This will allow regional growth to continue to be captured in Priority Growth Areas with a*



*decreased risk of potential overloads that can hamper economic development and desired growth patterns.*

**Goal 4:** Coordinate land use and infrastructure decisions and ensure that Valencia County residents have convenient access to goods and services.

*Safe and reliable electric service is critical infrastructure that is needed for nearly all land uses, businesses, and homes. A Zone Change from RR-1 to I-3 is a land use and infrastructure decision that will allow PNM to construct a needed substation with a new Phase Shifting Transformer (PST) that will help ensure capacity to transmit electricity from new renewable sources and to avoid overload situations. This will ensure that Valencia County residents have opportunities for convenient access to goods and services, including electric service.*

### **Economic Development**

**Goal 1:** Participate in regional economic development initiatives.

*This request for a Zone Change from RR-1 to I-3 will positively affect regional planning efforts and studies by ensuring safe and reliable electric service in the central New Mexico region. The I-3 Zoning District will allow PNM to provide needed infrastructure that will benefit coordination with the City of Belen, City of Rio Communities, and Village of Los Lunas on economic development initiatives; Valencia County and its communities will be able to market the availability of electric service infrastructure to help recruit new businesses.*

**Goal 2:** Provide support for small businesses and entrepreneurship.

*Ensuring safe and reliable electric service decreases the risk for entrepreneurs and business owners. Electric service infrastructure is a necessary component of high-speed internet and broadband infrastructure (data is organized electrons). Electric facilities provide opportunities for co-location of data lines in electric line corridors.*

**Goal 4:** Encourage new business development in Priority Growth Areas.

*A Zone Change from RR-1 to I-3 will allow PNM to construct a needed substation with a new Phase Shifting Transformer (PST) that will regulate the voltage of electricity to the benefit of area businesses and homes, and of the larger electric grid system. This will allow business development in Priority Growth Areas with a decreased risk of potential overloads, that if allowed to occur, can hamper economic development.*

### **Environment and Natural Resource**

**Goal 1:** Conserve the open space and natural habitats of Valencia County.

*A Zone Change from RR-1 to I-3 will allow PNM to construct a needed substation with a new Phase Shifting Transformer (PST) adjacent to an existing electric substation and an existing generation facility. This will help preserve potential open space acquisitions and the natural habitats of Valencia County by strengthening the attractiveness of Priority Growth Areas over other areas.*

**Goal 3:** Reduce the environmental footprint of County facilities and vehicles.

*A Zone Change from RR-1 to I-3 will allow PNM to construct a needed substation with a new Phase Shifting Transformer (PST) that will regulate the voltage of electricity. This is*

*essential to the continued and expanded provision of sufficient, safe, reliable, affordable, and environmentally responsible electric service from renewable sources such as solar and wind. Ensuring a safe and dependable supply of electricity will benefit the electrification of County facilities and fleet vehicles.*

(C) Review criteria for quasi-judicial zone changes.

- (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.

*A Zone Change from RR-1 to I-3 will allow PNM to construct a needed substation with a new Phase Shifting Transformer (PST) adjacent to an existing electric substation and an existing generation facility that is zoned I-3. The development of these existing land uses has provided a pattern of development in the area and are changes that support the proposed change. The PST will not require any utility services beyond public safety, which is available from the Valencia County Fire Department and Valencia County Sheriff's Office.*

- (3) The proposed change enhances the county's protection of the public health, safety and welfare of Valencia County.

*The health, safety, and general welfare of our society are dependent on electricity and everything it powers in our homes, businesses, schools, institutions, roadways, and parks. A Zone Change from RR-1 to I-3 will allow PNM to construct a needed substation with a new Phase Shifting Transformer (PST) that would be advantageous to the community because it is essential to providing a safe, sufficient, and reliable source of energy to Valencia County residential and business customers. In order to protect health, safety, and general welfare, the current electricity load demands and PNM's delivery system in the county area require a new substation.*

#### **Summary**

PNM is requesting a Zone Change from RR-1 to I-3 and respectfully requests approval to ensure an adequate, safe and reliable supply of electric power to the service area, the County, and the region. If you have any questions on this submittal or need further information, please contact me at 505-241-2798.

Sincerely,



Russell Brito  
Land Use Permitting Specialist

Attachments:

- Figure 1
- Figure 2
- Figure 3





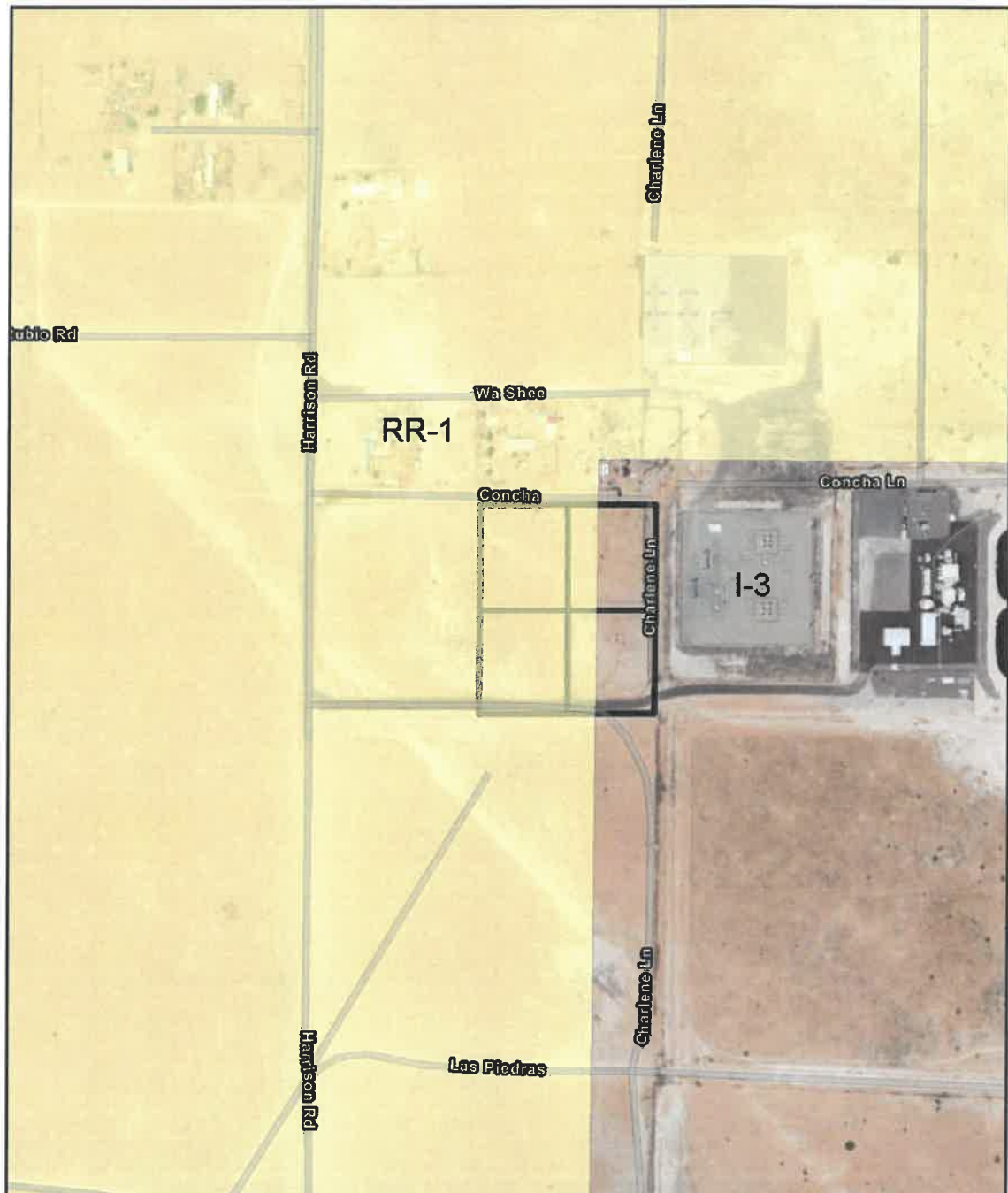
**Figure  
2**

## Belen Phase Shifter Transformer Substation Site Location Map



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Source: <https://arcgisc2.co.valencia.nm.us/parcelmap/>



**Figure 3** Belen Phase Shifter Transformer Substation Zoning Map

Proprietary statement: This document and all previous issues are the property of Public Service Company of New Mexico (PNM) and neither receipt nor possession thereof infers or transfers any right in or license to use this document, the subject matter thereof, or any design or technical information shown therein, or any right to reproduce this document, or any part thereof. Neither this document nor any information contained therein may be copied, reproduced, or otherwise used or disclosed to any other party without first obtaining the express written permission of PNM. This document is provided under the express condition that it will be held in confidence by the recipient, that it is subject to return upon demand, and that it will not be used in any way detrimental to PNM.

**PNM**

Source: <https://arcgisce2.co.valencia.nm.us/parcelmap/>



**Property Profile****Valencia County**

**Account:** C225097    **Tax Year:** 2022    **Account Type:**  
**Mill Levy:** 26.877000    **Version:** 11/15/2016    **Area ID:** BN02\_NR  
**Estimated Tax:** \$0.00    **Parcel:** 1-004-025-470-257-000000    **Map Number:**  
**\*This mill levy is from the most recent tax roll**    **Status:** Inactive

**Name and Address Information**

PUBLIC SERVICE COMPANY  
CIO CORPORATE HEADQUARTERS MS  
1025  
414 SILVER SW  
ALBUQUERQUE, NM 87102

**Property Location**

No Location Information Available

**Legal Description****Assessment Information**

2022	Actual	Assessed	Sq Ft	Acres	Taxable
Land	0	0			
Improvements					
Exempt		0			
<b>Total</b>	0	0			0
2021	Actual	Assessed	Sq Ft	Acres	Taxable
Land	0	0			
Improvements					
Exempt					
<b>Total</b>	0	0			0

**User Remarks**

**Property Profile**      **Valencia County**

**Account:** C225098      **Tax Year:** 2022      **Account Type:**  
**Mill Levy:** 26.877000      **Version:** 11/15/2016      **Area ID:** BN02\_NR  
**Estimated Tax:** \$0.00      **Parcel:** 1-004-025-450-257-000000      **Map Number:**  
**\*This mill levy is from the most recent tax roll**      **Status:** Inactive

**Name and Address Information**

PUBLIC SERVICE COMPANY  
C/O CORPORATE HEADQUARTERS MS  
1025  
414 SILVER SW  
ALBUQUERQUE, NM 87102

**Property Location**

No Location Information Available

**Legal Description**

**Assessment Information**

2022	Actual	Assessed	Sq Ft	Acres	Taxable
Land	0	0			
Improvements					
Exempt		0			
<b>Total</b>	0	0			0
2021	Actual	Assessed	Sq Ft	Acres	Taxable
Land	0	0			
Improvements					
Exempt					
<b>Total</b>	0	0			0

**User Remarks**



## Property Profile    Valencia County

**Account:** R189999    **Tax Year:** 2022    **Account Type:**  
**Mill Levy:** 26.877000    **Version:** 03/08/2022    **Area ID:** BN02\_NR  
**Estimated Tax:** \$33.92    **Parcel:** 1-004-025-450-285-000000    **Map Number:** D-4-34  
**\*This mill levy is from the most recent tax roll**    **Status:** Active

### Name and Address Information

PUBLIC SERVICE COMPANY OF NEW  
MEXICO  
2401 AZTEC RD NE  
BLDG A  
ALBUQUERQUE, NM 87107

### Property Location

No Location Information Available

### Legal Description

Subd: LAND OF GUS SAN MIGUEL Lot: B1 1.25 ACRES 2000 REV FILE WITH RRG WEST U2  
LOTS A-110

### Assessment Information

2022	Actual	Assessed	Sq Ft	Acres	Taxable
Land	3,750	1,250		1.250	
Improvements					
Exempt		0			
<b>Total</b>	<b>3,750</b>	<b>1,250</b>		<b>1.250</b>	<b>1,250</b>
2021	Actual	Assessed	Sq Ft	Acres	Taxable
Land	3,750	1,250		1.250	
Improvements					
Exempt					
<b>Total</b>	<b>3,750</b>	<b>1,250</b>			<b>1,250</b>

**User Remarks**



**Property Profile**

**Valencia County**

**Account:** R190000      **Tax Year:** 2022      **Account Type:**  
**Mill Levy:** 26.877000      **Version:** 03/08/2022      **Area ID:** BN02\_NR  
**Estimated Tax:** \$33.92      **Parcel:** 1-004-025-470-285-000000      **Map Number:** D-4-34  
**\*This mill levy is from the most recent tax roll**      **Status:** Active

**Name and Address Information**

PUBLIC SERVICE COMPANY OF NEW  
MEXICO  
2401 AZTEC RD NE  
BLDG A  
ALBUQUERQUE, NM 87107

**Property Location**

No Location Information Available

**Legal Description**

Subd: LAND OF GUS SAN MIGUEL Lot: B2 1.25 ACRES 2000 REV FILE WITH RRG WEST U2  
LOTS A -110

**Assessment Information**

2022	Actual	Assessed	Sq Ft	Acres	Taxable
Land	3,750	1,250		1.250	
Improvements					
Exempt		0			
<b>Total</b>	<b>3,750</b>	<b>1,250</b>		<b>1.250</b>	<b>1,250</b>
2021	Actual	Assessed	Sq Ft	Acres	Taxable
Land	3,750	1,250		1.250	
Improvements					
Exempt					
<b>Total</b>	<b>3,750</b>	<b>1,250</b>			<b>1,250</b>

**User Remarks**



**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO  
AND MAIL TAX STATEMENTS TO:**

PNM – Tax Compliance  
MS1025 / 414 Silver Avenue SW  
Albuquerque, NM 87102

MT 006280  
A 004457  
C 002451

UPC: 1004025450257000000

Documentary transfer tax is \$ None

**QUITCLAIM DEED**

The undersigned Grantor(s) declare(s):

- ( ) computed on full value of property conveyed, or  
( ) computed on full value less value of liens and encumbrances remaining at time of sale.  
(X) Unincorporated area: (X) County of Valencia

**FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,**  
WELLHEAD ELECTRIC COMPANY, INC., a California corporation

**Does hereby remise, release, and quitclaim to PUBLIC SERVICE COMPANY OF NEW MEXICO, a**  
New Mexico Corporation,

**the following described vacant property in the City of Belen, County of Valencia, State of New**  
**Mexico:**

Lot "B-03" of the plat of LANDS OF GUS SAN MIGUEL, as the same is shown and designated on the  
plat thereof filed in the office of the County Clerk of Valencia County, New Mexico on May 21, 1999 in  
Map Book K, folio 758.

**SUBJECT TO PATENT:** all covenants, conditions, restrictions, reservations, rights, rights-of-way,  
liens and easements of record and to taxes for the year 2014, and subsequent years, if any.

**IN WITNESS WHEREOF,** the undersigned has executed this Quit Claim Deed as of this \_\_\_\_\_  
day of \_\_\_\_\_, 2014.

Wellhead Electric Company, Inc., a California corporation

  
Kenneth B. Salvagno, Vice President

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF SACRAMENTO )

On this 22 day of OCTOBER, 2014, before me, BRIAN S. SOARES, Notary Public, personally appeared  
KENNETH BURGESS SALVAGNO, who proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing**  
**paragraph is true and correct.**

WITNESS my hand and official seal.

(Seal)



  
Notary Public



14508624  
A-000000  
D-000000

Stewart File No. 12090004GT

## SPECIAL WARRANTY DEED

Shawn R. Vandecar and Mary F. Vandecar, husband and wife

for consideration paid, grant(s) to

Public Serice Company of New Mexico, a New Mexico corporation

whose address is: 2401 Aztec Road NE, MS Z1440, Albuquerque, New Mexico 87107

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

Lot B-4, as shown and designated on the Replat of Lot "B", Land of Gus San Miguel, being a Replat of Lots 93 and 112, Rancho Rio Grande Unit 2, within Projected Section 34, T5N, R1E, N.M.P.M., West Belen Grant, Valencia County New Mexico, filed for record in the Office of the County Clerk of Valencia County, New Mexico on May 21, 1999, in Cabinet "K", Folio 758.

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

with special warranty covenants.

Witness this 20 day of August, 2014

  
Shawn R. Vandecar

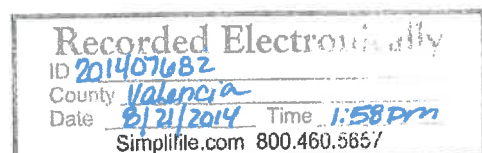
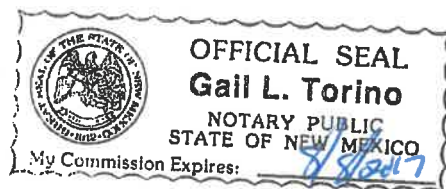
  
Mary F. Vandecar

State of New Mexico  
County of Bernalillo

This instrument was acknowledged before me on 20 day of August, 2014 by Shawn R. Vandecar and Mary F. Vandecar.

  
Notary Public

My Commission Expires: \_\_\_\_\_



91435

Centric Title and Escrow  
Escrow Number: C-100467

202203130 WTYDEED  
03/08/2022 10:02:26 AM Total Pages: 2 Fees: \$25.00  
Mike Milam, County Clerk, Valencia County, New Mexico

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### WARRANTY DEED

Silvia G. McKinnon, a single woman, for consideration paid, grants to, Public Service Company of New Mexico, a New Mexico corporation

Whose address is: 2401 Aztec Road NE, MS Z110, Albuquerque, NM 87107

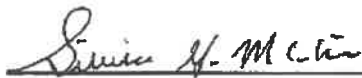
The following described real estate in Valencia County, New Mexico:

Lots "B-1" and "B-2" of the plat of LANDS OF GUS SAN MIGUEL, as the same are shown and designated on the plat thereof, filed in the Office of the County Clerk of Valencia County, New Mexico on May 21, 1999, in Map Cabinet "K", Page 758

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

With warranty covenants.

Dated: March 7, 2022



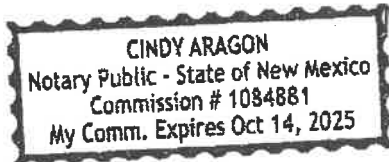
Silvia G. McKinnon

State of New Mexico  
County of Bernalillo

Signed and sworn to before me on 3/9, 2022 by Silvia G. McKinnon.

[Notary Seal]

  
Notary Public



My Commission Expires: 10/14/2025

WA SHEE RD

4 WA  
SHEE RD

2 CONCHA LN

6 CONCHA LN

8 CONCHA LN

CONCHA LN

11 LA LUZ  
ENERGY  
CENTER

LA LUZ ENERGY CENTER





**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Department Head: Orlando Montoya**  
**Individual Making Request: Maria Eugenia Garcia**  
**Presentation at Meeting on: August 17, 2022**  
**Date Submitted: August 10, 2022**

**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 7 medical claim(s); 70 medical appeal(s), and August 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:**

- ☒ 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*

---

August 17, 2022

The following is the summary of activity for the month of August:

Summary:

\*77 claims were submitted by individuals of the public in the amount of **\$55,984.51**  
of which **\$2,184.20** is being submitted for consideration.

\*No claims were submitted by an individuals of the detention center.

\*70 appeals in the amount of - **\$14,303.71**

Max (8) \$766.07  
365 days (62) \$13,537.64

\*77 total claims were submitted –in the amount of **\$16,487.91** for consideration.

\*August 2022, Roadrunner Health Services, Detention Center medical contract payment is  
**\$24,250.84**

\*Total amount for consideration from the Indigent Fund: **\$40,738.75**

\*Indigent Fund Balance Sheet Surplus (as of August 9, 2022): **\$1,521,967.91**

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*Gerard Saiz, Chair, District I ♦ Jhonathan Aragon, Vice-Chair, District V ♦*  
*Troy Richardson, District II ♦ David A. Hyder, District III ♦ Joseph Bizzell, District IV*  
*Daniel Monette, County Manager*





## **Valencia County Commission Meeting: August 17, 2022**

Gerard Saiz, Chair, District I  
Troy Richardson, District II  
Jhonathan Aragon, Vice-Chair, District V  
David A. Hyder, District III  
Joseph Bizzell, District IV

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

a.	Medical Claims	\$	2,184.20
b.	Appeals	\$	14,303.71
c.	Medical Services Contract	(August) \$	24,250.84
Total			40,738.75

**Approved by the Valencia County Indigent Fund Board at Regular Business Meeting Date August 17, 2022**

---

**Gerard Saiz, Chair, District I**

---

**Jhonathan Aragon, Vice-Chair, District V**

---

**Troy Richardson, District II**

---

**David A. Hyder, District III**

---

**Joseph Bizzell, District IV**

**Attested by:** \_\_\_\_\_

**Mike Milam, Valencia County Clerk**

Indigent #	Service Provider	Provider Acct #	Date of Service	Med Procedure	Amount Billed	Amount Approved	Amount Deni	Reason for Denial	Appeal Amount	P/D #
15442	DR. CECIL SANDOVAL DDDS	19836	7/6/2022	Dental Services	\$ 171.60	\$ 171.60	\$ -	contract w/o	\$ -	p 1
15442	DR. CECIL SANDOVAL DDDS	19836	7/27/2022	Dental Services	\$ 617.40	\$ 617.40	\$ -	contract w/o	\$ -	p 2
16059	DUKE CITY URGENT CARE	26718	5/27/2017	Other	\$ 30.00	\$ -	\$ 30.00	365 days	\$ 30.00	p 3
16044	FIRST CHOICE COMMUNITY HEALTHCARE	FC110055108	12/8/2021	Other	\$ 96.33	\$ -	\$ 96.33	max	\$ 96.33	p 4
15193	KIM OWENS	ALBINA TERRAZAS	5/6/2022	Other	\$ 580.00	\$ 580.00	\$ -	contract w/o	\$ -	p 5
16060	LOVELACE HEALTH SYSTEM	2441314	12/17/2020	Other	\$ 13,952.83	\$ -	\$ 2,790.56	365 days	\$ 2,790.56	p 6
15095	NM ORTHOPAEDIC ASSOCIATES	1137873	12/30/2021	Other	\$ 154.70	\$ 154.70	\$ -	contract w/o	\$ -	p 7
16061	NOBLIN FUNERAL HOME	DONALD L. BARRELL	7/24/2022	Cremation	\$ 600.00	\$ 600.00	\$ -	contract w/o	\$ -	p 8
16059	PRESBYTERIAN HEALTHCARE SERVICES	170441	7/16/2018	Other	\$ 18.49	\$ -	\$ 18.49	365 days	\$ 18.49	p 9
16044	UNM HOSPITALS	84391176	5/28/2021	Other	\$ 99.00	\$ -	\$ 24.75	365 days	\$ 24.75	p 10
16044	UNM HOSPITALS	65465742	3/2/2020	Other	\$ 239.00	\$ -	\$ 59.75	365 days	\$ 59.75	p 11
16044	UNM HOSPITALS	88907076	4/22/2021	Other	\$ 20.00	\$ -	\$ 5.00	365 days	\$ 5.00	p 12
16044	UNM HOSPITALS	82708215	4/22/2021	Other	\$ 2,653.00	\$ -	\$ 663.25	365 days	\$ 663.25	p 13
16044	UNM HOSPITALS	86071792	4/29/2021	Other	\$ 1,111.00	\$ -	\$ 277.75	365 days	\$ 277.75	p 14
16044	UNM HOSPITALS	83295527	4/28/2021	Other	\$ 125.00	\$ -	\$ 31.25	365 days	\$ 31.25	p 15
16044	UNM HOSPITALS	80571953	4/8/2021	Other	\$ 4,802.80	\$ -	\$ 1,200.70	365 days	\$ 1,200.70	p 16
16044	UNM HOSPITALS	83365940	4/29/2021	Other	\$ 327.00	\$ -	\$ 81.75	365 days	\$ 81.75	p 17
16044	UNM HOSPITALS	67393652	2/15/2020	Other	\$ 2,795.64	\$ -	\$ 698.91	365 days	\$ 698.91	p 18
16044	UNM HOSPITALS	87543286	4/22/2021	Other	\$ 20.00	\$ -	\$ 5.00	365 days	\$ 5.00	p 19
16044	UNM HOSPITALS	95860201	3/5/2022	Other	\$ 19.25	\$ -	\$ 4.81	max	\$ 4.81	p 20
16044	UNM HOSPITALS	87786869	9/8/2021	Other	\$ 20.00	\$ -	\$ 5.00	max	\$ 5.00	p 21
16044	UNM HOSPITALS	94510401	1/12/2022	Other	\$ 68.75	\$ -	\$ 17.19	max	\$ 17.19	p 22
16044	UNM HOSPITALS	94238847	1/14/2022	Other	\$ 206.00	\$ -	\$ 51.50	max	\$ 51.50	p 23
16044	UNM HOSPITALS	90613688	10/9/2021	Other	\$ 2,324.95	\$ -	\$ 581.24	max	\$ 581.24	p 24
16044	UNM HOSPITALS	87486999	6/22/2021	Other	\$ 20.00	\$ -	\$ 5.00	365 days	\$ 5.00	p 25
16044	UNM HOSPITALS	86501665	7/8/2021	Other	\$ 162.25	\$ -	\$ 40.56	365 days	\$ 40.56	p 26
16044	UNM HOSPITALS	88894456	6/22/2021	Other	\$ 20.00	\$ -	\$ 5.00	365 days	\$ 5.00	p 27
16044	UNM HOSPITALS	88908116	8/27/2021	Other	\$ 20.00	\$ -	\$ 5.00	max	\$ 5.00	p 28
16044	UNM HOSPITALS	84390814	5/28/2021	Other	\$ 584.10	\$ -	\$ 146.03	365 days	\$ 146.03	p 29
16044	UNM HOSPITALS	84390178	5/28/2021	Other	\$ 171.60	\$ -	\$ 42.90	365 days	\$ 42.90	p 30
16044	UNM HOSPITALS	87551735	8/27/2021	Other	\$ 20.00	\$ -	\$ 5.00	max	\$ 5.00	p 31
16044	UNM HOSPITALS	85971455	6/22/2021	Other	\$ 1,374.88	\$ -	\$ 343.72	365 days	\$ 343.72	p 32
16044	UNM HOSPITALS	83061960	5/28/2021	Other	\$ 584.10	\$ -	\$ 146.03	365 days	\$ 146.03	p 33
16044	UNM HOSPITALS	86550323	7/8/2021	Other	\$ 117.70	\$ -	\$ 29.43	365 days	\$ 29.43	p 34
16044	UNM HOSPITALS	81232100	4/22/2021	Other	\$ 2,653.00	\$ -	\$ 663.25	365 days	\$ 663.25	p 35
16044	UNM HOSPITALS	87551735	8/27/2021	Other	\$ 20.00	\$ -	\$ 5.00	365 days	\$ 5.00	p 36
16044	UNM HOSPITALS	65506487	4/2/2020	Other	\$ 148.50	\$ -	\$ 37.13	365 days	\$ 37.13	p 37
16044	UNM HOSPITALS	84643014	6/22/2021	Other	\$ 1,374.88	\$ -	\$ 343.72	365 days	\$ 343.72	p 38
16044	UNM HOSPITALS	83060533	5/28/2021	Other	\$ 99.00	\$ -	\$ 24.75	365 days	\$ 24.75	p 39
16044	UNM HOSPITALS	79621983	2/17/2021	Other	\$ 331.00	\$ -	\$ 82.75	365 days	\$ 82.75	p 40
16044	UNM HOSPITALS	66479627	2/15/2020	Other	\$ 2,795.64	\$ -	\$ 698.91	365 days	\$ 698.91	p 41
16044	UNM HOSPITALS	63611875	1/7/2020	Other	\$ 3,316.00	\$ -	\$ 829.00	365 days	\$ 829.00	p 42
16044	UNM HOSPITALS	84713791	4/29/2021	Other	\$ 807.00	\$ -	\$ 201.75	365 days	\$ 201.75	p 43
16044	UNM HOSPITALS	66255050	4/2/2020	Other	\$ 1,807.30	\$ -	\$ 451.83	365 days	\$ 451.83	p 44
16044	UNM HOSPITALS	65057341	3/19/2020	Other	\$ 47.42	\$ -	\$ 11.86	365 days	\$ 11.86	p 45
16044	UNM HOSPITALS	83058610	5/28/2021	Other	\$ 171.60	\$ -	\$ 42.90	365 days	\$ 42.90	p 46
15774	UNM MEDICAL GROUP	33165001	8/26/2021	Other	\$ 226.00	\$ 56.50	\$ 169.50	contract w/o	\$ -	p 47
16044	UNM MEDICAL GROUP	32762688	6/12/2021	Other	\$ 305.80	\$ -	\$ 76.45	365 days	\$ 76.45	p 48
16044	UNM MEDICAL GROUP	33522846	10/9/2021	Other	\$ 309.00	\$ -	\$ 77.25	365 days	\$ 77.25	p 49
16044	UNM MEDICAL GROUP	33210766	9/8/2021	Other	\$ 185.35	\$ -	\$ 46.34	365 days	\$ 46.34	p 50

Indigent #	Service Provider	Provider Acct #	Date of Service	Med Procedure	Amount Billed	Amount Approved	Amount Deni	Reason for Denial	Appeal Amount	P/D #
16044	UNM MEDICAL GROUP	32179827	2/23/2021	Other	\$ 387.00	\$ -	\$ 96.75	365 days	\$ 96.75	p 51
16044	UNM MEDICAL GROUP	33266930	8/28/2021	Other	\$ 169.95	\$ -	\$ 42.49	365 days	\$ 42.49	p 52
16044	UNM MEDICAL GROUP	33281019	9/8/2021	Other	\$ 30.25	\$ -	\$ 7.56	365 days	\$ 7.56	p 53
16044	UNM MEDICAL GROUP	32877150	6/22/2021	Other	\$ 187.55	\$ -	\$ 46.89	365 days	\$ 46.89	p 54
16044	UNM MEDICAL GROUP	33407129	10/9/2021	Other	\$ 157.00	\$ -	\$ 39.25	365 days	\$ 39.25	p 55
16044	UNM MEDICAL GROUP	32238300	2/17/2021	Other	\$ 118.00	\$ -	\$ 29.50	365 days	\$ 29.50	p 56
16044	UNM MEDICAL GROUP	32621641	5/12/2021	Other	\$ 337.00	\$ -	\$ 84.25	365 days	\$ 84.25	p 57
16044	UNM MEDICAL GROUP	30452876	1/7/2020	Other	\$ 720.00	\$ -	\$ 180.00	365 days	\$ 180.00	p 58
16044	UNM MEDICAL GROUP	32573046	4/22/2021	Other	\$ 782.00	\$ -	\$ 195.50	365 days	\$ 195.50	p 59
16044	UNM MEDICAL GROUP	30604515	2/16/2020	Other	\$ 168.30	\$ -	\$ 42.08	365 days	\$ 42.08	p 60
16044	UNM MEDICAL GROUP	32550016	3/2/2020	Other	\$ 394.00	\$ -	\$ 98.50	365 days	\$ 98.50	p 61
16044	UNM MEDICAL GROUP	32550017	3/2/2020	Other	\$ 15.00	\$ -	\$ 3.75	365 days	\$ 3.75	p 62
16044	UNM MEDICAL GROUP	32550018	5/2/2021	Other	\$ 556.00	\$ -	\$ 139.00	365 days	\$ 139.00	p 63
16044	UNM MEDICAL GROUP	32668287	4/22/2021	Other	\$ 28.00	\$ -	\$ 7.00	365 days	\$ 7.00	p 64
16044	UNM MEDICAL GROUP	30516722	2/16/2020	Other	\$ 360.00	\$ -	\$ 90.00	365 days	\$ 90.00	p 65
16044	UNM MEDICAL GROUP	32573047	4/28/2021	Other	\$ 458.00	\$ -	\$ 114.50	365 days	\$ 114.50	p 66
16044	UNM MEDICAL GROUP	30739075	3/19/2020	Other	\$ 391.60	\$ -	\$ 97.90	365 days	\$ 97.90	p 67
16060	UNMH OUTPATIENT PHARMACY	RAMODO	7/1/2021	Other	\$ 15.00	4.00	\$ 12.00	contract w/o	\$ -	p 68
16060	ZIA DIAGNOSTIC IMAGING, LLC	10004429604	6/4/2021	Other	\$ 430.00	\$ -	\$ 430.00	365 days	\$ 430.00	p 69
16060	ZIA DIAGNOSTIC IMAGING, LLC	10003913028	2/5/2021	Other	\$ 38.00	\$ -	\$ 38.00	365 days	\$ 38.00	p 70
16060	ZIA DIAGNOSTIC IMAGING, LLC	10003800338	1/11/2021	Other	\$ 130.00	\$ -	\$ 130.00	365 days	\$ 130.00	p 71
16060	ZIA DIAGNOSTIC IMAGING, LLC	10004429604	6/7/2021	Other	\$ 410.00	\$ -	\$ 410.00	365 days	\$ 410.00	p 72
16060	ZIA DIAGNOSTIC IMAGING, LLC	10003800338	1/8/2021	Other	\$ 307.00	\$ -	\$ 307.00	365 days	\$ 307.00	p 73
16060	ZIA DIAGNOSTIC IMAGING, LLC	10003731991	12/17/2020	Other	\$ 307.00	\$ -	\$ 307.00	365 days	\$ 307.00	p 74
16060	ZIA DIAGNOSTIC IMAGING, LLC	10004429604	6/3/2021	Other	\$ 162.00	\$ -	\$ 162.00	365 days	\$ 162.00	p 75
16060	ZIA DIAGNOSTIC IMAGING, LLC	10003913028	2/5/2021	Other	\$ 130.00	\$ -	\$ 130.00	365 days	\$ 130.00	p 76
16060	ZIA DIAGNOSTIC IMAGING, LLC	10004429604	6/5/2021	Other	\$ 70.00	\$ -	\$ 70.00	365 days	\$ 70.00	p 77
					\$ 55,984.51	\$ 2,184.20	\$ 14,485.21			
					\$ 55,984.51	\$ 2,184.20	\$ 14,485.21			

Public & Detention Center Claims:			Public	Total
# of claims	DC - 0	P - 77	Total Claims - 77	Total to Pay:
Billed	\$ -	\$ 55,984.51	\$ 55,984.51	
Approved	\$ -	\$ 2,184.20	\$ 2,184.20	
Appeals (365 days, max)	\$ -	\$ 14,303.71	\$ 14,303.71	
			\$ 16,487.91	

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

The attached printouts reflect all accounts payable checks issued by the Manager's Office / Finance Department covering disbursements from: July 1, 2022 through August 04, 2022.

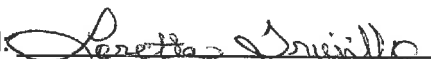
<u>Name</u>	<u>From Ck #</u>	<u>To Ck #</u>	<u>Amount</u>
Operating Account	154506	154666	1,712,209.83
Operating Account (VOIDS)	153640-153791-	153952	-4,783.21
Inmate Account	4140	4152	34,808.33
Inmate Account (VOIDS)	4122		-30.75
Commissary Account	1222	1223	1,035.10
Commissary Account (VOIDS)			0.00
ARPA Fund	1038	1042	54,468.27
ARPA Fund (VOIDS)			0.00
<b>TOTAL ACCOUNTS PAYABLE:</b>			<b>1,797,707.57</b>

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 17TH day of August, 2022.

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Gerard Saiz, Chair – District I

\_\_\_\_\_  
Jhonathan Aragon, Vice Chair – District V

\_\_\_\_\_  
Troy Richardson, Commissioner – District II

\_\_\_\_\_  
David A. Hyder, Commissioner – District III

ATTEST:

\_\_\_\_\_  
Joseph Bizzell, Commissioner – District IV

\_\_\_\_\_  
Mike Milam, County Clerk



Valencia County, NM

# Check Report

By Check Number

Date Range: 07/01/2022 - 08/04/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-PRIMARY APBNK						
12710	EXPRESS VET NM LLC	07/15/2022	Regular	0.00	-3,492.60	153640
12710	EXPRESS VET NM LLC	07/15/2022	Regular	0.00	-700.00	153791
08519	PERFORMANCE TOOL & EQUIPMENT	07/28/2022	Regular	0.00	-590.61	153952
12166	H2 ACADEMIC SOLUTIONS	07/08/2022	Regular	0.00	26,125.00	154506
12744	MELISSA DENETDALE	07/08/2022	Regular	0.00	1,949.00	154507
12073	PHILLIP S. MONTANO	07/08/2022	Regular	0.00	25.00	154508
12269	WILLIAM L GARBERINA JR.	07/08/2022	Regular	0.00	11,280.01	154509
08026	YOUTH DEVELOPMENT INC	07/11/2022	Regular	0.00	11,732.07	154510
3315	ADRIAN PEREA	07/15/2022	Regular	0.00	600.00	154511
22	ALL MOTOR PARTS & SUPPLY INC.	07/15/2022	Regular	0.00	11.95	154512
12562	AMAZON CAPITAL SERVICES, INC.	07/15/2022	Regular	0.00	2,987.02	154513
8154	ANITA D SAIZ	07/15/2022	Regular	0.00	525.00	154514
5760	ANNABELLE TRUJILLO	07/15/2022	Regular	0.00	525.00	154515
3879	CHAPARRAL MATERIALS INC.	07/15/2022	Regular	0.00	506.20	154516
10785	CRYSTAL SPRINGS BOTTLED WATER	07/15/2022	Regular	0.00	143.42	154517
7514	CSK AUTOMOTIVE INC	07/15/2022	Regular	0.00	479.07	154518
12710	EXPRESS VET NM LLC	07/15/2022	Regular	0.00	4,192.60	154519
28	HODGES OIL COMPANY, INC.	07/15/2022	Regular	0.00	29,894.07	154520
11319	IPS TACTICAL LLC	07/15/2022	Regular	0.00	3,706.85	154521
6288	JENNIFER J. YORK/GEORGE YORK	07/15/2022	Regular	0.00	920.66	154522
5746	JUDY HERNANDEZ	07/15/2022	Regular	0.00	525.00	154523
12012	KNO2 LLC	07/15/2022	Regular	0.00	2.81	154524
12203	MARGARET GARCIA	07/15/2022	Regular	0.00	525.00	154525
2090	NM COUNTY INSURANCE AUTHORITY	07/15/2022	Regular	0.00	192,222.00	154526
10544	NMAC COUNTY MANAGER'S AFFILIATE	07/15/2022	Regular	0.00	100.00	154527
10323	NMAC FINANCE & PURCHASING AFFILIATE	07/15/2022	Regular	0.00	50.00	154528
10414	PUBLIC SAFETY PSYCHOLOGY GROUP LLC	07/15/2022	Regular	0.00	377.56	154529
7060	RONALD L. RIDLEY	07/15/2022	Regular	0.00	525.00	154530
11339	RUBEN SAAVEDRA	07/15/2022	Regular	0.00	155.00	154531
6760	STAPLES BUSINESS ADVANTAGE	07/15/2022	Regular	0.00	526.95	154532
09957	TIBH INDUSTRIES, INC	07/15/2022	Regular	0.00	44.35	154533
10778	TRANSUNION RISK AND ALTERNATIVE DATA SC	07/15/2022	Regular	0.00	150.00	154534
7593	WRIGHT EXPRESS FLEET SERVICES	07/15/2022	Regular	0.00	518.92	154535
84	XEROX CORPORATION	07/15/2022	Regular	0.00	813.59	154536
09129	4 RIVERS EQUIPMENT, LLC	07/21/2022	Regular	0.00	1,087.00	154537
40	A & A PUMPING SERVICE INC.	07/21/2022	Regular	0.00	238.29	154538
7876	CENTURY EQUIPMENT RENTAL LLC	07/21/2022	Regular	0.00	2,500.00	154539
10393	CHARLES RICHARDS	07/21/2022	Regular	0.00	115.89	154540
7760	CINTAS CORPORATION No. 2	07/21/2022	Regular	0.00	107.51	154541
5564	CONTINENTAL DIVIDE ELECTRIC INC	07/21/2022	Regular	0.00	329.91	154542
10785	CRYSTAL SPRINGS BOTTLED WATER	07/21/2022	Regular	0.00	337.76	154543
7514	CSK AUTOMOTIVE INC	07/21/2022	Regular	0.00	156.45	154544
12773	GCG WASHES, LLC	07/21/2022	Regular	0.00	22.82	154545
5719	GRAINGER	07/21/2022	Regular	0.00	384.45	154546
6118	MARTIN RAY LAUNDRY SYSTEMS INC	07/21/2022	Regular	0.00	391.23	154547
08017	Medpro Waste Disposal LLC	07/21/2022	Regular	0.00	698.92	154548
10623	MOLZEN-CORBIN & ASSOCIATES, INC	07/21/2022	Regular	0.00	19,678.69	154549
5950	NEW MEXICO WATER SERVICE CO	07/21/2022	Regular	0.00	241.63	154550
10438	PACIFIC OFFICE AUTOMATION	07/21/2022	Regular	0.00	344.50	154551
1386	PUBLIC SERVICE COMPANY OF NM	07/21/2022	Regular	0.00	37,695.97	154552
1558	RAKS BUILDING SUPPLY, INC.	07/21/2022	Regular	0.00	123.85	154553
10748	SHRED-IT US JV LLC	07/21/2022	Regular	0.00	282.40	154554
10883	SOCORRO COUNTY	07/21/2022	Regular	0.00	20,487.00	154555
6760	STAPLES BUSINESS ADVANTAGE	07/21/2022	Regular	0.00	275.29	154556

## Check Report

Date Range: 07/01/2022 - 08/04/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6477	THE REINALT-THOMAS CORPORATION	07/21/2022	Regular	0.00	3,097.00	154557
7593	WRIGHT EXPRESS FLEET SERVICES	07/21/2022	Regular	0.00	3,857.14	154558
11622	BLACK ROCK SERVICES, LLC	07/21/2022	Regular	0.00	583.25	154559
3636	BOUND TREE MEDICAL, LLC	07/21/2022	Regular	0.00	22.08	154560
5498	BRADY INDUSTRIES OF NM LLC	07/21/2022	Regular	0.00	45.00	154561
10381	CECIL C SANDOVAL DDS	07/21/2022	Regular	0.00	2,580.00	154562
7760	CINTAS CORPORATION No. 2	07/21/2022	Regular	0.00	206.00	154563
143	CRAIG TIRE COMPANY, INC.	07/21/2022	Regular	0.00	650.45	154564
08729	EYE ASSOCIATES	07/21/2022	Regular	0.00	10.00	154565
5836	JOHN DEERE CREDIT INC.	07/21/2022	Regular	0.00	3,636.28	154566
12638	MECHANICAL CONTROL SOLUTIONS LLC	07/21/2022	Regular	0.00	369.50	154567
7022	NAPA AUTO PARTS	07/21/2022	Regular	0.00	124.15	154568
11221	NEW DAWN HORIZONS INC.	07/21/2022	Regular	0.00	195.93	154569
10179	NEW MEXICO ORTHOPAEDIC ASSOCIATES, PC	07/21/2022	Regular	0.00	37.10	154570
09549	NM Government Finance Officers Association	07/21/2022	Regular	0.00	50.00	154571
10438	PACIFIC OFFICE AUTOMATION	07/21/2022	Regular	0.00	273.32	154572
12410	PRESBYTERIAN HEALTHCARE SERVICES	07/21/2022	Regular	0.00	3,000.00	154573
1558	RAKS BUILDING SUPPLY, INC.	07/21/2022	Regular	0.00	68.43	154574
11292	STEVE E ETHRIDGE	07/21/2022	Regular	0.00	227.64	154575
5604	THYSSENKRUPP ELEVATOR	07/21/2022	Regular	0.00	3,258.59	154576
11824	UNM HOSPITAL	07/21/2022	Regular	0.00	3,840.59	154577
10786	UNM MEDICAL GROUP, INC.	07/21/2022	Regular	0.00	6.71	154578
10188	UNM SANDOVAL REGIONAL MEDICAL CENTER	07/21/2022	Regular	0.00	3.86	154579
10558	X-RAY ASSOCIATES OF NEW MEXICO PC	07/21/2022	Regular	0.00	429.90	154580
09956	BOKF, N.A	07/25/2022	Regular	0.00	945,815.47	154581
430	ALBUQUERQUE PUBLISHING	07/28/2022	Regular	0.00	58.70	154582
12173	ARMANDO MARTINEZ	07/28/2022	Regular	0.00	1,600.00	154583
12356	ATHENA ENERGY SERVICES HOLDINGS, LLC	07/28/2022	Regular	0.00	5,091.93	154584
10785	CRYSTAL SPRINGS BOTTLED WATER	07/28/2022	Regular	0.00	81.57	154585
12793	DONA ANA COUNTY	07/28/2022	Regular	0.00	1,480.00	154586
12646	HIGHWAY TOWING LLC	07/28/2022	Regular	0.00	498.74	154587
5836	JOHN DEERE CREDIT INC.	07/28/2022	Regular	0.00	263.79	154588
6957	NANCE PATO & STOUT, LLC	07/28/2022	Regular	0.00	14,125.01	154589
7022	NAPA AUTO PARTS	07/28/2022	Regular	0.00	44.52	154590
5950	NEW MEXICO WATER SERVICE CO	07/28/2022	Regular	0.00	30.61	154591
6621	SOCORRO ELECTRIC COOPERATIVE INC	07/28/2022	Regular	0.00	46.63	154592
4695	VERIZON SELECT SERVICES INC	07/28/2022	Regular	0.00	118.08	154593
97	VILLAGE OF LOS LUNAS	07/28/2022	Regular	0.00	8,368.75	154594
22	ALL MOTOR PARTS & SUPPLY INC.	07/28/2022	Regular	0.00	1,021.34	154595
11622	BLACK ROCK SERVICES, LLC	07/28/2022	Regular	0.00	834.75	154596
113	CITY OF BELEN	07/28/2022	Regular	0.00	3,000.00	154597
5335	COMCAST CABLEVISION	07/28/2022	Regular	0.00	233.48	154598
12882	DAVID MONTOYA	07/28/2022	Regular	0.00	48,855.55	154599
11319	IPS TACTICAL LLC	07/28/2022	Regular	0.00	855.83	154600
7022	NAPA AUTO PARTS	07/28/2022	Regular	0.00	131.19	154601
6835	NEW MEXICO PUBLIC PROCUREMENT ASSOCIA	07/28/2022	Regular	0.00	50.00	154602
10438	PACIFIC OFFICE AUTOMATION	07/28/2022	Regular	0.00	1,733.61	154603
08519	PERFORMANCE TOOL & EQUIPMENT	07/28/2022	Regular	0.00	590.61	154604
10850	PLATEAU TELECOMMUNICATIONS INCORPORA	07/28/2022	Regular	0.00	191.99	154605
09288	ROCKY MOUNTAIN INFORMATION NETWORK	07/28/2022	Regular	0.00	100.00	154606
57	US POSTAL SERVICE - LOS LUNAS	07/28/2022	Regular	0.00	374.00	154607
12363	ARAMARK UNIFORM & CAREER APPAREL GROU	08/02/2022	Regular	0.00	334.38	154608
12173	ARMANDO MARTINEZ	08/02/2022	Regular	0.00	800.00	154609
11622	BLACK ROCK SERVICES, LLC	08/02/2022	Regular	0.00	258.45	154610
5335	COMCAST CABLEVISION	08/02/2022	Regular	0.00	1,258.78	154611
5836	JOHN DEERE CREDIT INC.	08/02/2022	Regular	0.00	8,814.13	154612
11158	KNOWBE4, INC.	08/02/2022	Regular	0.00	2,692.47	154613
09363	LIFELINE TRAINING, LTD	08/02/2022	Regular	0.00	718.00	154614
12992	National Institute of Governmental Purchasing,	08/02/2022	Regular	0.00	997.00	154615
12988	NMAC PROBATE JUDGE AFFILIATE	08/02/2022	Regular	0.00	20.00	154616
10438	PACIFIC OFFICE AUTOMATION	08/02/2022	Regular	0.00	273.32	154617



## Check Report

Date Range: 07/01/2022 - 08/04/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
12596	PITNEY BOWES GLOBAL FINANCIAL SERVICES LI	08/02/2022	Regular	0.00	442.40	154618
12777	RIO METRO REGIONAL TRANSIT DISTRICT	08/02/2022	Regular	0.00	118,281.02	154619
3291	SHAMROCK FOODS COMPANY INC	08/02/2022	Regular	0.00	29,120.03	154620
11565	UNIVERSAL WASTE SYSTEMS INC.	08/02/2022	Regular	0.00	76.21	154621
12562	AMAZON CAPITAL SERVICES, INC.	08/04/2022	Regular	0.00	501.02	154622
12363	ARAMARK UNIFORM & CAREER APPAREL GROU	08/04/2022	Regular	0.00	312.68	154623
09006	BELLA VIDA HEALTHCARE CLINIC	08/04/2022	Regular	0.00	930.00	154624
1344	BERNALILLO COUNTY JUVENILE DET	08/04/2022	Regular	0.00	4,725.00	154625
113	CITY OF BELEN	08/04/2022	Regular	0.00	753.61	154626
1060	FRANKS SEPTIC PUMPING	08/04/2022	Regular	0.00	250.00	154627
12679	LL&D INC.	08/04/2022	Regular	0.00	229.98	154628
11221	NEW DAWN HORIZONS INC.	08/04/2022	Regular	0.00	107.94	154629
5950	NEW MEXICO WATER SERVICE CO	08/04/2022	Regular	0.00	186.34	154630
12976	Optimal Climate Control Services	08/04/2022	Regular	0.00	1,606.02	154631
3291	SHAMROCK FOODS COMPANY INC	08/04/2022	Regular	0.00	7,409.31	154632
08349	TRINITY SERVICES GROUP, INC	08/04/2022	Regular	0.00	29,331.12	154633
7848	TYLER TECHNOLOGIES	08/04/2022	Regular	0.00	520.00	154634
11565	UNIVERSAL WASTE SYSTEMS INC.	08/04/2022	Regular	0.00	1,207.74	154635
84	XEROX CORPORATION	08/04/2022	Regular	0.00	401.78	154636
5297	ADT SECURITY SERVICES INC	08/04/2022	Regular	0.00	210.84	154637
22	ALL MOTOR PARTS & SUPPLY INC.	08/04/2022	Regular	0.00	697.93	154638
12562	AMAZON CAPITAL SERVICES, INC.	08/04/2022	Regular	0.00	545.68	154639
12363	ARAMARK UNIFORM & CAREER APPAREL GROU	08/04/2022	Regular	0.00	334.38	154640
1645	BOB GARRECHT SUPPLY, INC.	08/04/2022	Regular	0.00	233.26	154641
3636	BOUND TREE MEDICAL, LLC	08/04/2022	Regular	0.00	2,832.37	154642
143	CRAIG TIRE COMPANY, INC.	08/04/2022	Regular	0.00	185.30	154643
10417	FLYER PRESS LLC	08/04/2022	Regular	0.00	235.00	154644
2314	GALLS INC.	08/04/2022	Regular	0.00	471.44	154645
10983	GARY MOORE	08/04/2022	Regular	0.00	469.21	154646
28	HODGES OIL COMPANY, INC.	08/04/2022	Regular	0.00	26,908.31	154647
09850	INTERNATIONAL ASSOCIATION OF LAW ENFOR	08/04/2022	Regular	0.00	450.00	154648
6288	JENNIFER J. YORK/GEORGE YORK	08/04/2022	Regular	0.00	920.66	154649
1901	LAUN-DRY SUPPLY COMPANY, INC.	08/04/2022	Regular	0.00	2,971.50	154650
5322	LEON MONTOYA	08/04/2022	Regular	0.00	90.00	154651
10826	LIFE-ASSIST, INC	08/04/2022	Regular	0.00	527.37	154652
12679	LL&D INC.	08/04/2022	Regular	0.00	233.82	154653
12638	MECHANICAL CONTROL SOLUTIONS LLC	08/04/2022	Regular	0.00	322.94	154654
7022	NAPA AUTO PARTS	08/04/2022	Regular	0.00	99.93	154655
5950	NEW MEXICO WATER SERVICE CO	08/04/2022	Regular	0.00	78.10	154656
2309	NM SHERIFF'S ASSOCIATION	08/04/2022	Regular	0.00	1,440.00	154657
1558	RAKS BUILDING SUPPLY, INC.	08/04/2022	Regular	0.00	123.73	154658
12639	RANDY LARCHER	08/04/2022	Regular	0.00	8,123.44	154659
11522	RESTAURANT MAN LLC	08/04/2022	Regular	0.00	3,285.17	154660
641	SHADES OF TINT LTD CO	08/04/2022	Regular	0.00	180.00	154661
6760	STAPLES BUSINESS ADVANTAGE	08/04/2022	Regular	0.00	257.95	154662
10778	TRANSUNION RISK AND ALTERNATIVE DATA SC	08/04/2022	Regular	0.00	150.00	154663
11754	TRULY NOLEN OF AMERICA, INC.	08/04/2022	Regular	0.00	56.03	154664
10786	UNM MEDICAL GROUP, INC.	08/04/2022	Regular	0.00	3,812.03	154665

**Check Report****Date Range: 07/01/2022 - 08/04/2022**

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Payment Date</b>	<b>Payment Type</b>	<b>Discount Amount</b>	<b>Payment Amount</b>	<b>Number</b>
7593	WRIGHT EXPRESS FLEET SERVICES	08/04/2022	Regular	0.00	3,596.98	154666

**Bank Code APBNK Summary**

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	304	161	0.00	1,712,209.83
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-4,783.21
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>304</b>	<b>164</b>	<b>0.00</b>	<b>1,707,426.62</b>



Valencia County, NM

# Check Report

By Check Number

Date Range: 07/01/2022 - 08/04/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: 486-INMATE ACCOUNT-486-INMATE ACCOUNT</b>						
12617	JANESSA PEREA	07/19/2022	Regular	0.00	-30.75	4122
10314	SECURUS TECHNOLOGIES, INC	07/21/2022	Regular	0.00	5,890.31	4140
08349	TRINITY SERVICES GROUP, INC	07/21/2022	Regular	0.00	23,814.53	4141
12216	VALENCIA COUNTY - COMMISSARY	07/21/2022	Regular	0.00	201.00	4142
09926	BILLY PORTER	07/21/2022	Regular	0.00	125.90	4143
12909	CORY GREEN	07/21/2022	Regular	0.00	42.97	4144
12989	DYLAN JARAMILLO	07/21/2022	Regular	0.00	81.86	4145
12910	ELIGUS MONTANO	07/21/2022	Regular	0.00	55.00	4146
09455	FIDEL SILVA	07/21/2022	Regular	0.00	54.46	4147
12617	JANESSA PEREA	07/21/2022	Regular	0.00	30.75	4148
12908	NIKOLAS BENITEZ	07/21/2022	Regular	0.00	12.36	4149
10314	SECURUS TECHNOLOGIES, INC	07/28/2022	Regular	0.00	1,589.00	4150
08349	TRINITY SERVICES GROUP, INC	08/04/2022	Regular	0.00	2,825.19	4151
6757	VALENCIA COUNTY	08/04/2022	Regular	0.00	85.00	4152

## Bank Code 486-INMATE ACCOUNT Summary

	Payable Count	Payment Count	Discount	Payment
Payment Type				
Regular Checks	21	13	0.00	34,808.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-30.75
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>21</b>	<b>14</b>	<b>0.00</b>	<b>34,777.58</b>



Valencia County, NM

# Check Report

By Check Number

Date Range: 07/01/2022 - 08/04/2022

## Check Report

Date Range: 07/01/2022 - 08/04/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 489-JAIL COMMISSARY-489-JAIL COMMISSARY FOR A.D.						
7684	CHARM-TEX	07/21/2022	Regular	0.00	179.10	1222
12339	VALENCIA COUNTY - INMATE PORTER PAY	07/21/2022	Regular	0.00	856.00	1223

### Bank Code 489-JAIL COMMISSARY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	1,035.10
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	1,035.10



Valencia County, NM

# Check Report

By Check Number

Date Range: 07/01/2022 - 08/04/2022

## Check Report

Date Range: 07/01/2022 - 08/04/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: ARPA FUNDS - BOW-BANK OF THE WEST - ARPA FUNDS						
6757	VALENCIA COUNTY	07/20/2022	Regular	0.00	51,150.00	1038
7920	HIGH DESERT INDUSTRIAL SUPPLY	07/28/2022	Regular	0.00	550.00	1039
12889	ROADRUNNER FOOD BANK, INC.	07/28/2022	Regular	0.00	426.00	1040
7920	HIGH DESERT INDUSTRIAL SUPPLY	08/04/2022	Regular	0.00	350.00	1041
3291	SHAMROCK FOODS COMPANY INC	08/04/2022	Regular	0.00	1,992.27	1042

### Bank Code ARPA FUNDS - BOW Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	23	5	0.00	54,468.27
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
	23	5	0.00	54,468.27

**VALENCIA COUNTY BOARD OF COMMISSIONERS**  
**PAYROLL AUTHORIZATION**

The attached printouts reflect all PAYROLL RELATED PAYMENTS issued by the Payroll Company for the pay period:  
June 11, 2022 through June 24, 2022 WAGES PAID ON: July 1, 2022

PR PROCESS #	DESCRIPTION	CHECK #'S	MISSING VOUCHER #S	PROCESSED VOUCHER #	AMOUNT
2022070101	DIRECT DEPOSIT STUBS TO EMPLOYEES			11372-11640	
	PAYROLL CHECKS	107703-107755			23,730.83
	Direct Deposit File to Bank		11641-11643	11644	363,888.18
	Third Party & Misc Checks - TAXES			11645	70,759.83
	Third Party & Misc Checks - AGENCY			11646	224,700.53
	Third Party & Misc Checks - BILLING			11647	<u>1,640.68</u>
					684,720.05
2022070501					
Payroll Correction	PAYROLL CHECKS	107756-107764			23,248.03
	Third Party & Misc Checks - TAXES		11648	11649	12,831.13
	Third Party & Misc Checks - AGENCY			11650	290.71
	Third Party & Misc Checks - BILLING			11651	<u>85.54</u>
					36,455.41
	<b>TOTAL PAYROLL:</b>				<b>721,175.46</b>

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 (based on payroll reports submitted by The Payroll Company):

Loretta Trujillo, Finance Director

Done this 17th day of August, 2022.

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

**Gerard Saiz, Chair – District I**

**Jhonathan Aragon, Vice Chair – District V**

**Troy Richardson, Commissioner – District II**

David A. Hyder, Commissioner – District III

**ATTEST:**

**Joseph Bizzell, Commissioner – District IV**

**Michael Milam, County Clerk**



# Check Register

## VALENCIA COUNTY

Company (A590)

Check Date: 07/01/2022

Pay Period: 06/13/2022 to 06/26/2022

Process: 2022070101

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Bank Account	Transit Number	Bank Name	Description	Primary Account			
99999999	107006813	BANK OF THE WEST, LOS LUNAS, NM					
Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11630	<input type="checkbox"/> Reg	07/01/2022	4835	Beltran, Jasmine	1,000.02	1,000.02	0.00
11631	<input type="checkbox"/> Reg	07/01/2022	5072	Navarrete, Trent	794.64	794.64	0.00
11632	<input type="checkbox"/> Reg	07/01/2022	4346	Saiz, Jeanette	1,158.69	1,158.69	0.00
11633	<input type="checkbox"/> Reg	07/01/2022	2152	Shiptlet, Richard	1,187.47	1,187.47	0.00
11634	<input type="checkbox"/> Reg	07/01/2022	4768	Chester, David	943.19	943.19	0.00
11635	<input type="checkbox"/> Reg	07/01/2022	4845	Hernandez, Ashley	1,027.00	1,027.00	0.00
11636	<input type="checkbox"/> Reg	07/01/2022	4444	Marchi, Anna	1,378.39	1,378.39	0.00
11637	<input type="checkbox"/> Reg	07/01/2022	3790	Trujillo, Danielle	1,151.18	1,151.18	0.00
11638	<input type="checkbox"/> Reg	07/01/2022	3005	Valdez, Sophia	1,273.26	1,273.26	0.00
11639	<input type="checkbox"/> Reg	07/01/2022	5076	Vallejos, Dawnelle	1,070.31	1,070.31	0.00
11640	<input type="checkbox"/> Reg	07/01/2022	4749	Worling, Kobi	1,453.21	1,453.21	0.00
107703	<input type="checkbox"/> Reg	07/01/2022	4273	Tafoya, Kathryn	456.03	0.00	456.03
107704	<input type="checkbox"/> Reg	07/01/2022	4391	Rael, Ernest	1,055.20	0.00	1,055.20
107705	<input type="checkbox"/> Reg	07/01/2022	5199	Dimas, Elvis	882.79	0.00	882.79
107706	<input type="checkbox"/> Reg	07/01/2022	3446	Vargas Fleming, Jerrett	1,844.10	0.00	1,844.10
107707	<input type="checkbox"/> Reg	07/01/2022	6030	Aguilar, Faith	214.37	0.00	214.37
107708	<input type="checkbox"/> Reg	07/01/2022	6027	Altobello, Abby	221.64	0.00	221.64
107709	<input type="checkbox"/> Reg	07/01/2022	6028	Altobello, Daniel	221.64	0.00	221.64
107710	<input type="checkbox"/> Reg	07/01/2022	6032	Baca, Caitlyn	214.37	0.00	214.37
107711	<input type="checkbox"/> Reg	07/01/2022	6026	Blanton, Chole	214.37	0.00	214.37
107712	<input type="checkbox"/> Reg	07/01/2022	6021	Caldwell, Christian	214.37	0.00	214.37
107713	<input type="checkbox"/> Reg	07/01/2022	6018	Chavez, Aidan	214.37	0.00	214.37
107714	<input type="checkbox"/> Reg	07/01/2022	6008	Collinas, Analicia	214.37	0.00	214.37
107715	<input type="checkbox"/> Reg	07/01/2022	6049	Cordova, Elena	214.37	0.00	214.37
107716	<input type="checkbox"/> Reg	07/01/2022	6006	Cordova Gallegos, Santiago	121.91	0.00	121.91
107717	<input type="checkbox"/> Reg	07/01/2022	6031	Darst, Lucy	214.37	0.00	214.37
107718	<input type="checkbox"/> Reg	07/01/2022	6016	De La cruz, Celina	214.37	0.00	214.37
107719	<input type="checkbox"/> Reg	07/01/2022	6014	De La Cruz, Daniel	174.85	0.00	174.85
107720	<input type="checkbox"/> Reg	07/01/2022	6020	Enriquez, Fernando	88.66	0.00	88.66
107721	<input type="checkbox"/> Reg	07/01/2022	6037	Garcia, Savana	214.37	0.00	214.37
107722	<input type="checkbox"/> Reg	07/01/2022	6040	Giron, Justice	174.85	0.00	174.85
107723	<input type="checkbox"/> Reg	07/01/2022	4975	Gomez, Andrew	189.66	0.00	189.66
107724	<input type="checkbox"/> Reg	07/01/2022	6011	Griego, Geleio	110.82	0.00	110.82
107725	<input type="checkbox"/> Reg	07/01/2022	6042	Jaramillo, Dominique	222.58	0.00	222.58
107726	<input type="checkbox"/> Reg	07/01/2022	6010	Jaramillo, Nevaeh	214.37	0.00	214.37
107727	<input type="checkbox"/> Reg	07/01/2022	6007	Killinger, Sydney	214.37	0.00	214.37
107728	<input type="checkbox"/> Reg	07/01/2022	6048	Lafayette, Holly	214.37	0.00	214.37
107729	<input type="checkbox"/> Reg	07/01/2022	4984	Lucero, Isabella	189.66	0.00	189.66
107730	<input type="checkbox"/> Reg	07/01/2022	6024	Maez, Genevieve	132.98	0.00	132.98
107731	<input type="checkbox"/> Reg	07/01/2022	6029	Maldonado, Tony	214.37	0.00	214.37
107732	<input type="checkbox"/> Reg	07/01/2022	6015	Martinez, Aidan	214.37	0.00	214.37
107733	<input type="checkbox"/> Reg	07/01/2022	6013	Perez, Janet	221.64	0.00	221.64
107734	<input type="checkbox"/> Reg	07/01/2022	6019	Porter, Karsen	88.66	0.00	88.66
107735	<input type="checkbox"/> Reg	07/01/2022	6003	Ramirez, Chole	194.61	0.00	194.61
107736	<input type="checkbox"/> Reg	07/01/2022	6045	Rascon, Jaylynn	214.37	0.00	214.37
107737	<input type="checkbox"/> Reg	07/01/2022	6046	Riley, Kadence	214.37	0.00	214.37
107738	<input type="checkbox"/> Reg	07/01/2022	6047	Riley, Kyndra	214.37	0.00	214.37
107739	<input type="checkbox"/> Reg	07/01/2022	6035	Rios, Briz	221.64	0.00	221.64
107740	<input type="checkbox"/> Reg	07/01/2022	6034	Rios, Victoria	221.64	0.00	221.64
107741	<input type="checkbox"/> Reg	07/01/2022	6023	Rivera, Yessenia	221.64	0.00	221.64
107742	<input type="checkbox"/> Reg	07/01/2022	6041	Rodriguez, Isaiah	174.85	0.00	174.85
107743	<input type="checkbox"/> Reg	07/01/2022	6025	Salazar, Javier	214.37	0.00	214.37
107744	<input type="checkbox"/> Reg	07/01/2022	6038	Sanchez, Thomas	204.48	0.00	204.48
107745	<input type="checkbox"/> Reg	07/01/2022	4996	Sisneros, Isabella	189.66	0.00	189.66
107746	<input type="checkbox"/> Reg	07/01/2022	6022	Teague, Ashlyn	221.64	0.00	221.64
107747	<input type="checkbox"/> Reg	07/01/2022	6004	Ulbricht, Lily	214.37	0.00	214.37
107748	<input type="checkbox"/> Reg	07/01/2022	6039	Ulibarri, Sophia	214.37	0.00	214.37
107749	<input type="checkbox"/> Reg	07/01/2022	6009	Varela, Arturo	174.85	0.00	174.85
107750	<input type="checkbox"/> Reg	07/01/2022	6017	Vega, Eli	214.37	0.00	214.37
107751	<input type="checkbox"/> Reg	07/01/2022	4808	Lafave, Christopher	1,607.62	0.00	1,607.62
107752	<input type="checkbox"/> Reg	07/01/2022	4047	Askew, Jason	1,375.54	0.00	1,375.54
107753	<input type="checkbox"/> Reg	07/01/2022	4696	Belding, Christopher	1,447.53	0.00	1,447.53
107754	<input type="checkbox"/> Reg	07/01/2022	3987	Carrillo, Ralph	1,898.73	0.00	1,898.73
107755	<input type="checkbox"/> Reg	07/01/2022	4598	Orozco, Marco	4,462.59	0.00	4,462.59

Run Date: 06/30/22

Run Time: 3:32 PM

Account

Check/Voucher

99999999

11630 To 107755

## Check Register

## VALENCIA COUNTY

Company (A590)

Check Date: 07/01/2022

Pay Period: 06/13/2022 to 06/26/2022

Process: 2022070101

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Bank Account  
99999999Transit Number  
107006813Bank Name  
BANK OF THE WEST, LOS LUNAS, NMDescription  
Primary Account

## Payroll Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11372	<input type="checkbox"/> Reg	07/01/2022	2996	Camacho, Evangeline	891.51	891.51	0.00
11373	<input type="checkbox"/> Reg	07/01/2022	4104	Maldonado, Lydia	1,309.12	1,309.12	0.00
11374	<input type="checkbox"/> Reg	07/01/2022	4573	Martinez, Armando	811.22	811.22	0.00
11375	<input type="checkbox"/> Reg	07/01/2022	4859	Santomenna, Michael	517.50	517.50	0.00
11376	<input type="checkbox"/> Reg	07/01/2022	3412	Walters, Dallas	564.61	564.61	0.00
11377	<input type="checkbox"/> Reg	07/01/2022	5051	Burbank, Austin	810.24	810.24	0.00
11378	<input type="checkbox"/> Reg	07/01/2022	4747	Ferguson, Donald	647.70	647.70	0.00
11379	<input type="checkbox"/> Reg	07/01/2022	5049	Guajardo, John	890.46	890.46	0.00
11380	<input type="checkbox"/> Reg	07/01/2022	3915	Hockman, Christopher	939.44	939.44	0.00
11381	<input type="checkbox"/> Reg	07/01/2022	4475	Hughes, Sammee	864.31	864.31	0.00
11382	<input type="checkbox"/> Reg	07/01/2022	4887	Larson, Angelique	972.88	972.88	0.00
11383	<input type="checkbox"/> Reg	07/01/2022	3489	Mugan, Patricia	1,116.84	1,116.84	0.00
11384	<input type="checkbox"/> Reg	07/01/2022	4748	Orona, Monique	1,161.95	1,161.95	0.00
11385	<input type="checkbox"/> Reg	07/01/2022	4621	Perea, Jesse	744.35	744.35	0.00
11386	<input type="checkbox"/> Reg	07/01/2022	4861	Quevedo Gamboa, Lucely	880.21	880.21	0.00
11387	<input type="checkbox"/> Reg	07/01/2022	3741	Saiz, Derrick	1,323.43	1,323.43	0.00
11388	<input type="checkbox"/> Reg	07/01/2022	4452	Serna-Bernard, Louisa	993.09	993.09	0.00
11389	<input type="checkbox"/> Reg	07/01/2022	4393	Tharaldsen, Patricia	982.21	982.21	0.00
11390	<input type="checkbox"/> Reg	07/01/2022	4709	Valadez, Anthony	889.60	889.60	0.00
11391	<input type="checkbox"/> Reg	07/01/2022	4495	Weston, Jess	2,440.58	2,440.58	0.00
11392	<input type="checkbox"/> Reg	07/01/2022	3793	Alfero, Andrew	2,239.72	2,239.72	0.00
11393	<input type="checkbox"/> Reg	07/01/2022	4075	Aragon, Fernando	1,933.05	1,933.05	0.00
11394	<input type="checkbox"/> Reg	07/01/2022	4640	Armijo, Anthony	2,194.16	2,194.16	0.00
11395	<input type="checkbox"/> Reg	07/01/2022	4752	Baca, Rebecca	1,896.96	1,896.96	0.00
11396	<input type="checkbox"/> Reg	07/01/2022	5059	Barela, Emilio	1,017.91	1,017.91	0.00
11397	<input type="checkbox"/> Reg	07/01/2022	3297	Barela, Joe	1,840.12	1,840.12	0.00
11398	<input type="checkbox"/> Reg	07/01/2022	3961	Barreras, Victoria	2,057.48	2,057.48	0.00
11399	<input type="checkbox"/> Reg	07/01/2022	4950	Benavidez, Francisco	1,168.75	1,168.75	0.00
11400	<input type="checkbox"/> Reg	07/01/2022	4666	Benavidez, Julie	1,131.55	1,131.55	0.00
11401	<input type="checkbox"/> Reg	07/01/2022	05091	Bencomo, Miguel	966.89	966.89	0.00
11402	<input type="checkbox"/> Reg	07/01/2022	4661	Castillo, Matthew	2,507.47	2,507.47	0.00
11403	<input type="checkbox"/> Reg	07/01/2022	4319	Cole, Marinda	2,137.53	2,137.53	0.00
11404	<input type="checkbox"/> Reg	07/01/2022	5034	Contreras, Ezequiel	975.48	975.48	0.00
11405	<input type="checkbox"/> Reg	07/01/2022	4123	Crespin, Jordan	1,669.08	1,669.08	0.00
11406	<input type="checkbox"/> Reg	07/01/2022	4125	DeAnda, Delilah	961.33	961.33	0.00
11407	<input type="checkbox"/> Reg	07/01/2022	5077	Drake, Brian	1,063.05	1,063.05	0.00
11408	<input type="checkbox"/> Reg	07/01/2022	4477	Duran, Ricardo	1,938.91	1,938.91	0.00
11409	<input type="checkbox"/> Reg	07/01/2022	4660	Espindola, Salvador	2,184.86	2,184.86	0.00
11410	<input type="checkbox"/> Reg	07/01/2022	3705	Espinoza, Gerald	2,176.73	2,176.73	0.00
11411	<input type="checkbox"/> Reg	07/01/2022	5190	Felix, Kevin	1,211.63	1,211.63	0.00
11412	<input type="checkbox"/> Reg	07/01/2022	3570	Garcia, Jonathan	2,560.74	2,560.74	0.00
11413	<input type="checkbox"/> Reg	07/01/2022	3910	Garley, Derrick	1,804.54	1,804.54	0.00
11414	<input type="checkbox"/> Reg	07/01/2022	4189	Gonzales, Melvin	2,833.79	2,833.79	0.00
11415	<input type="checkbox"/> Reg	07/01/2022	4407	Gonzales, Virginia	1,355.94	1,355.94	0.00
11416	<input type="checkbox"/> Reg	07/01/2022	3309	Gutierrez, Randy	2,379.68	2,379.68	0.00
11417	<input type="checkbox"/> Reg	07/01/2022	3955	Henson, Jerry	1,829.16	1,829.16	0.00
11418	<input type="checkbox"/> Reg	07/01/2022	3041	Heredia, Jesus	1,856.75	1,856.75	0.00
11419	<input type="checkbox"/> Reg	07/01/2022	5074	Heustis, Sonya	1,118.53	1,118.53	0.00
11420	<input type="checkbox"/> Reg	07/01/2022	4388	Holguin, Armando	1,789.93	1,789.93	0.00
11421	<input type="checkbox"/> Reg	07/01/2022	4199	Jaramillo, Dominic	1,729.89	1,729.89	0.00
11422	<input type="checkbox"/> Reg	07/01/2022	4478	Lopez, Susan	1,913.22	1,913.22	0.00
11423	<input type="checkbox"/> Reg	07/01/2022	4654	Lozoya, Victor	1,758.69	1,758.69	0.00
11424	<input type="checkbox"/> Reg	07/01/2022	4720	Maestas, Brianna	902.02	902.02	0.00
11425	<input type="checkbox"/> Reg	07/01/2022	3704	Marquez, Dorothy	1,007.37	1,007.37	0.00
11426	<input type="checkbox"/> Reg	07/01/2022	5069	Molina, Andy	1,204.85	1,204.85	0.00
11427	<input type="checkbox"/> Reg	07/01/2022	4917	Molina, Sergio	2,044.89	2,044.89	0.00
11428	<input type="checkbox"/> Reg	07/01/2022	5070	Montoya, Tiffany	1,034.68	1,034.68	0.00
11429	<input type="checkbox"/> Reg	07/01/2022	05092	Nanez, Juan	996.90	996.90	0.00
11430	<input type="checkbox"/> Reg	07/01/2022	4658	Navarro, Marisol	2,380.40	2,380.40	0.00
11431	<input type="checkbox"/> Reg	07/01/2022	3073	Nevarez, Andres	1,805.42	1,805.42	0.00
11432	<input type="checkbox"/> Reg	07/01/2022	3867	Nunez, Geovanie	2,202.59	2,202.59	0.00
11433	<input type="checkbox"/> Reg	07/01/2022	4716	Olguin, Jeremy	1,951.25	1,951.25	0.00
11434	<input type="checkbox"/> Reg	07/01/2022	4892	Ortega Gonzalez, Marline	1,301.33	1,301.33	0.00

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Account

Check/Voucher

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## Check Register

## VALENCIA COUNTY

Company (A590)

Check Date: 07/01/2022

Pay Period: 06/13/2022 to 06/26/2022

Process: 2022070101

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Bank Account 99999999	Transit Number 107006813	Bank Name BANK OF THE WEST, LOS LUNAS, NM	Description Primary Account	Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
				11435	<input type="checkbox"/> Reg	07/01/2022	4620	Perea, Jesse	1,817.33	1,817.33	0.00
				11436	<input type="checkbox"/> Reg	07/01/2022	4617	Saenz, Yasmin	1,540.54	1,540.54	0.00
				11437	<input type="checkbox"/> Reg	07/01/2022	4334	Sais, Rudy	1,679.37	1,679.37	0.00
				11438	<input type="checkbox"/> Reg	07/01/2022	4850	Saiz, Krystal	1,819.03	1,819.03	0.00
				11439	<input type="checkbox"/> Reg	07/01/2022	4494	Shoemake Martinez, Jordan	1,886.30	1,886.30	0.00
				11440	<input type="checkbox"/> Reg	07/01/2022	5024	Silva, Joshua	1,151.52	1,151.52	0.00
				11441	<input type="checkbox"/> Reg	07/01/2022	2897	Telles, Mike	1,950.98	1,950.98	0.00
				11442	<input type="checkbox"/> Reg	07/01/2022	3161	Tena Jr, Felipe	1,671.72	1,671.72	0.00
				11443	<input type="checkbox"/> Reg	07/01/2022	4937	Tenorio, Donna	1,077.53	1,077.53	0.00
				11444	<input type="checkbox"/> Reg	07/01/2022	2890	Trujillo, Daniel	2,240.19	2,240.19	0.00
				11445	<input type="checkbox"/> Reg	07/01/2022	3865	Vaisa, Zechariah	1,945.99	1,945.99	0.00
				11446	<input type="checkbox"/> Reg	07/01/2022	5033	Wimberly, Wyatt	447.48	447.48	0.00
				11447	<input type="checkbox"/> Reg	07/01/2022	5033	Wimberly, Wyatt	1,583.34	1,583.34	0.00
				11448	<input type="checkbox"/> Reg	07/01/2022	4135	Cordova, Frankie	1,421.86	1,421.86	0.00
				11449	<input type="checkbox"/> Reg	07/01/2022	4544	Hernandez, Anthony	872.73	872.73	0.00
				11450	<input type="checkbox"/> Reg	07/01/2022	4785	Lawson, Michael	803.05	803.05	0.00
				11451	<input type="checkbox"/> Reg	07/01/2022	3619	Maldonado, Francisco	1,129.61	1,129.61	0.00
				11452	<input type="checkbox"/> Reg	07/01/2022	3628	Martinez, Angelo	883.86	883.86	0.00
				11453	<input type="checkbox"/> Reg	07/01/2022	3627	Martinez, Elaina	883.86	883.86	0.00
				11454	<input type="checkbox"/> Reg	07/01/2022	4898	BUSTILLOS, DAVID	525.97	525.97	0.00
				11455	<input type="checkbox"/> Reg	07/01/2022	4349	Cummings, Donald	579.97	579.97	0.00
				11456	<input type="checkbox"/> Reg	07/01/2022	4606	Montano, Guadalupe	776.60	776.60	0.00
				11457	<input type="checkbox"/> Reg	07/01/2022	4838	Dominguez, Selina	682.39	682.39	0.00
				11458	<input type="checkbox"/> Reg	07/01/2022	4801	Esquivel, Javier	442.68	442.68	0.00
				11459	<input type="checkbox"/> Reg	07/01/2022	4853	Lechuga, Theresa	477.90	477.90	0.00
				11460	<input type="checkbox"/> Reg	07/01/2022	4627	Miller, Carrie	715.06	715.06	0.00
				11461	<input type="checkbox"/> Reg	07/01/2022	3444	Monell, Lourdes	619.42	619.42	0.00
				11462	<input type="checkbox"/> Reg	07/01/2022	4583	Montano, Raymund	503.51	503.51	0.00
				11463	<input type="checkbox"/> Reg	07/01/2022	3670	Smith, Emile	643.09	643.09	0.00
				11464	<input type="checkbox"/> Reg	07/01/2022	4710	Baca, Ryan	1,610.78	1,610.78	0.00
				11465	<input type="checkbox"/> Reg	07/01/2022	3441	Chavez, Aurora	1,861.51	1,861.51	0.00
				11466	<input type="checkbox"/> Reg	07/01/2022	5060	Garcia, Jonni	678.22	678.22	0.00
				11467	<input type="checkbox"/> Reg	07/01/2022	5021	McBain, Johnnie	1,121.85	1,121.85	0.00
				11468	<input type="checkbox"/> Reg	07/01/2022	4662	Munetones, Luis	1,061.82	1,061.82	0.00
				11469	<input type="checkbox"/> Reg	07/01/2022	4711	Romero, Beverly	2,002.86	2,002.86	0.00
				11470	<input type="checkbox"/> Reg	07/01/2022	5027	Romero, Danielle	923.50	923.50	0.00
				11471	<input type="checkbox"/> Reg	07/01/2022	5037	Torres, Marcus	1,009.10	1,009.10	0.00
				11472	<input type="checkbox"/> Reg	07/01/2022	3699	Blanton, Jessica	1,111.37	1,111.37	0.00
				11473	<input type="checkbox"/> Reg	07/01/2022	4485	Dittmaier, Celia	1,834.22	1,834.22	0.00
				11474	<input type="checkbox"/> Reg	07/01/2022	5079	Knight, Danny	934.20	934.20	0.00
				11475	<input type="checkbox"/> Reg	07/01/2022	4940	Milam, Mike	2,118.40	2,118.40	0.00
				11476	<input type="checkbox"/> Reg	07/01/2022	5099	Rascon, Sarah	1,040.70	1,040.70	0.00
				11477	<input type="checkbox"/> Reg	07/01/2022	1794	Salas-Vega, Sheryl	1,069.28	1,069.28	0.00
				11478	<input type="checkbox"/> Reg	07/01/2022	4775	Anchondo, Jessie	1,110.81	1,110.81	0.00
				11479	<input type="checkbox"/> Reg	07/01/2022	5073	Brown, William	996.94	996.94	0.00
				11480	<input type="checkbox"/> Reg	07/01/2022	5016	Jojola, Patrick	1,111.62	1,111.62	0.00
				11481	<input type="checkbox"/> Reg	07/01/2022	3819	Luna, Paul	1,305.40	1,305.40	0.00
				11482	<input type="checkbox"/> Reg	07/01/2022	4623	Nevarez, Cindy	1,005.72	1,005.72	0.00
				11483	<input type="checkbox"/> Reg	07/01/2022	05093	Ortiz, Paul	1,001.88	1,001.88	0.00
				11484	<input type="checkbox"/> Reg	07/01/2022	4386	Romero, Jerrie	896.10	896.10	0.00
				11485	<input type="checkbox"/> Reg	07/01/2022	4888	Saiz, Ronald	1,050.08	1,050.08	0.00
				11486	<input type="checkbox"/> Reg	07/01/2022	5080	Ammons, Jessica	1,156.45	1,156.45	0.00
				11487	<input type="checkbox"/> Reg	07/01/2022	4889	Armstrong, Lichelle	1,767.22	1,767.22	0.00
				11488	<input type="checkbox"/> Reg	07/01/2022	4414	Monette, Daniel	3,636.29	3,636.29	0.00
				11489	<input type="checkbox"/> Reg	07/01/2022	4133	Aragon, Jhonathan	925.54	925.54	0.00
				11490	<input type="checkbox"/> Reg	07/01/2022	4939	Bizzell, Joseph	720.60	720.60	0.00
				11491	<input type="checkbox"/> Reg	07/01/2022	4322	Hyder, David	968.52	968.52	0.00
				11492	<input type="checkbox"/> Reg	07/01/2022	4932	Richardson, Troy	802.32	802.32	0.00
				11493	<input type="checkbox"/> Reg	07/01/2022	4713	Saiz, Gerard	761.29	761.29	0.00
				11494	<input type="checkbox"/> Reg	07/01/2022	4442	Bell, Beatrice	1,036.96	1,036.96	0.00
				11495	<input type="checkbox"/> Reg	07/01/2022	5198	Gonzalez, Rosario	984.27	984.27	0.00
				11496	<input type="checkbox"/> Reg	07/01/2022	2490	Kaneshiro, Kendra	1,277.56	1,277.56	0.00
				11497	<input type="checkbox"/> Reg	07/01/2022	5030	Lovato, Savannah	999.12	999.12	0.00
				11498	<input type="checkbox"/> Reg	07/01/2022	4856	NICOLITZ, AMANDA	1,029.99	1,029.99	0.00
				11499	<input type="checkbox"/> Reg	07/01/2022	4497	Schmidt, Russell	1,839.16	1,839.16	0.00

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## Check Register

## VALENCIA COUNTY

Company (A590)

Check Date: 07/01/2022

Pay Period: 06/13/2022 to 06/26/2022

Process: 2022070101

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Bank Account	Transit Number	Bank Name	Description	Primary Account			
99999999	107006813	BANK OF THE WEST, LOS LUNAS, NM					
Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11500	<input type="checkbox"/> Reg	07/01/2022	4532	Sichler, Deseri	2,084.08	2,084.08	0.00
11501	<input type="checkbox"/> Reg	07/01/2022	2526	Trevino, Kathy	550.97	550.97	0.00
11502	<input type="checkbox"/> Reg	07/01/2022	5055	Ulibarri, Johnnie	1,107.96	1,107.96	0.00
11503	<input type="checkbox"/> Reg	07/01/2022	05095	Wimberly, Shell	935.95	935.95	0.00
11504	<input type="checkbox"/> Reg	07/01/2022	3672	Aragon, Carlos	1,098.15	1,098.15	0.00
11505	<input type="checkbox"/> Reg	07/01/2022	4176	Teague, Candace	1,333.08	1,333.08	0.00
11506	<input type="checkbox"/> Reg	07/01/2022	4944	Willis, Tyler	1,017.01	1,017.01	0.00
11507	<input type="checkbox"/> Reg	07/01/2022	4692	Gillen, Sarah	1,348.18	1,348.18	0.00
11508	<input type="checkbox"/> Reg	07/01/2022	3644	Barr, Robert	7,437.86	7,437.86	0.00
11509	<input type="checkbox"/> Reg	07/01/2022	2675	Davis, Casey	1,359.86	1,359.86	0.00
11510	<input type="checkbox"/> Reg	07/01/2022	4680	Garcia, Ted	28.07	28.07	0.00
11511	<input type="checkbox"/> Reg	07/01/2022	4762	Gentry, Keith	1,140.84	1,140.84	0.00
11512	<input type="checkbox"/> Reg	07/01/2022	3553	Gonzales, Jaime	1,610.58	1,610.58	0.00
11513	<input type="checkbox"/> Reg	07/01/2022	4077	Griego, Gabriel	1,826.81	1,826.81	0.00
11514	<input type="checkbox"/> Reg	07/01/2022	5067	Kuziel, Joseph	1,111.94	1,111.94	0.00
11515	<input type="checkbox"/> Reg	07/01/2022	4270	Lopez, Christopher	1,982.54	1,982.54	0.00
11516	<input type="checkbox"/> Reg	07/01/2022	5058	Propp, Matthew	1,254.82	1,254.82	0.00
11517	<input type="checkbox"/> Reg	07/01/2022	3959	Rael, Christopher	2,423.66	2,423.66	0.00
11518	<input type="checkbox"/> Reg	07/01/2022	4590	Regalado, Avelino	1,368.55	1,368.55	0.00
11519	<input type="checkbox"/> Reg	07/01/2022	3386	Reser, Justin	448.70	448.70	0.00
11520	<input type="checkbox"/> Reg	07/01/2022	3873	Tarry, Norma	1,075.18	1,075.18	0.00
11521	<input type="checkbox"/> Reg	07/01/2022	4800	Trejo Razcon, Giliadrian	1,930.36	1,930.36	0.00
11522	<input type="checkbox"/> Reg	07/01/2022	5096	Grassham, John	1,448.03	1,448.03	0.00
11523	<input type="checkbox"/> Reg	07/01/2022	5038	Spikes, Desmond	1,991.68	1,991.68	0.00
11524	<input type="checkbox"/> Reg	07/01/2022	5098	Taylor, Shaun	1,842.46	1,842.46	0.00
11525	<input type="checkbox"/> Reg	07/01/2022	4422	Walmsley, Antionette	1,161.59	1,161.59	0.00
11526	<input type="checkbox"/> Reg	07/01/2022	4597	Barrera, Denise	1,357.01	1,357.01	0.00
11527	<input type="checkbox"/> Reg	07/01/2022	4607	Porter, Rustin	1,686.81	1,686.81	0.00
11528	<input type="checkbox"/> Reg	07/01/2022	4832	Serna, Sylvia	1,563.88	1,563.88	0.00
11529	<input type="checkbox"/> Reg	07/01/2022	4543	Trujillo, Loretta	2,831.28	2,831.28	0.00
11530	<input type="checkbox"/> Reg	07/01/2022	4798	Wallace, Sarah	1,233.22	1,233.22	0.00
11531	<input type="checkbox"/> Reg	07/01/2022	5004	Wells Jr, Donald	699.07	699.07	0.00
11532	<input type="checkbox"/> Reg	07/01/2022	4855	ZUNI, JOSHUA	1,739.93	1,739.93	0.00
11533	<input type="checkbox"/> Reg	07/01/2022	4947A	Bazen, Roland	1,523.80	1,523.80	0.00
11534	<input type="checkbox"/> Reg	07/01/2022	3816	Navarro, Rudy	1,101.00	1,101.00	0.00
11535	<input type="checkbox"/> Reg	07/01/2022	3365	Sanchez, Gerald	1,155.68	1,155.68	0.00
11536	<input type="checkbox"/> Reg	07/01/2022	3828	Martinez, Lindsay	1,950.19	1,950.19	0.00
11537	<input type="checkbox"/> Reg	07/01/2022	2480	Montoya, Orlando	2,950.36	2,950.36	0.00
11538	<input type="checkbox"/> Reg	07/01/2022	4378	Garcia, Maria	1,941.19	1,941.19	0.00
11539	<input type="checkbox"/> Reg	07/01/2022	4799	Conner, Roby	1,085.63	1,085.63	0.00
11540	<input type="checkbox"/> Reg	07/01/2022	4848	Contreras, Matthew	1,358.69	1,358.69	0.00
11541	<input type="checkbox"/> Reg	07/01/2022	5023	Lalonde, Zachary	1,002.67	1,002.67	0.00
11542	<input type="checkbox"/> Reg	07/01/2022	4536	Mast, Tesa	1,981.47	1,981.47	0.00
11543	<input type="checkbox"/> Reg	07/01/2022	1356	Benavidez-Navarro, Renee	806.17	806.17	0.00
11544	<input type="checkbox"/> Reg	07/01/2022	5082	Brown, Morgan	653.62	653.62	0.00
11545	<input type="checkbox"/> Reg	07/01/2022	4426	Christie, Deborah	575.52	575.52	0.00
11546	<input type="checkbox"/> Reg	07/01/2022	4718	Espana, Beverly	520.64	520.64	0.00
11547	<input type="checkbox"/> Reg	07/01/2022	4580	Gonzales, Nancy	2,331.89	2,331.89	0.00
11548	<input type="checkbox"/> Reg	07/01/2022	4596	Kerr, Sarah	703.94	703.94	0.00
11549	<input type="checkbox"/> Reg	07/01/2022	5026	Kerr, William	653.82	653.82	0.00
11550	<input type="checkbox"/> Reg	07/01/2022	4958	Lane, Steven	398.90	398.90	0.00
11551	<input type="checkbox"/> Reg	07/01/2022	4707	Martinez, Melissa	756.00	756.00	0.00
11552	<input type="checkbox"/> Reg	07/01/2022	4905	Romero, Maryann	396.49	396.49	0.00
11553	<input type="checkbox"/> Reg	07/01/2022	5075	Wallace, Wendy	642.36	642.36	0.00
11554	<input type="checkbox"/> Reg	07/01/2022	3863	Barron, John	880.51	880.51	0.00
11555	<input type="checkbox"/> Reg	07/01/2022	3923	Barron, Johnny	937.31	937.31	0.00
11556	<input type="checkbox"/> Reg	07/01/2022	2650	Benavidez, Adelina	2,242.66	2,242.66	0.00
11557	<input type="checkbox"/> Reg	07/01/2022	4746	Caraveo-Garcia, Mario	1,005.73	1,005.73	0.00
11558	<input type="checkbox"/> Reg	07/01/2022	2989	Curliss, Walter	1,018.70	1,018.70	0.00
11559	<input type="checkbox"/> Reg	07/01/2022	3624	Gallegos, Robert	938.64	938.64	0.00
11560	<input type="checkbox"/> Reg	07/01/2022	4145	Garcia, Ryan	869.70	869.70	0.00
11561	<input type="checkbox"/> Reg	07/01/2022	309	Griego, Louie	1,534.35	1,534.35	0.00
11562	<input type="checkbox"/> Reg	07/01/2022	4962	Jaramillo, Darius	763.82	763.82	0.00
11563	<input type="checkbox"/> Reg	07/01/2022	4909	Maestas Jr, Gilbert	764.88	764.88	0.00
11564	<input type="checkbox"/> Reg	07/01/2022	3795	Macz, Peter	1,011.36	1,011.36	0.00

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Check/Voucher

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## Check Register

## VALENCIA COUNTY

Company (A590)

Check Date: 07/01/2022

Pay Period: 06/13/2022 to 06/26/2022

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Bank Account	Transit Number	Bank Name	Description	Primary Account			
99999999	107006813	BANK OF THE WEST, LOS LUNAS, NM					
Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11565	<input type="checkbox"/> Reg	07/01/2022	4961	Olivas, Alex	789.24	789.24	0.00
11566	<input type="checkbox"/> Reg	07/01/2022	3691	Saiz, Andrew	1,020.75	1,020.75	0.00
11567	<input type="checkbox"/> Reg	07/01/2022	4745	Sandoval, Leo	834.98	834.98	0.00
11568	<input type="checkbox"/> Reg	07/01/2022	3684	Sandoval, Ruben	800.99	800.99	0.00
11569	<input type="checkbox"/> Reg	07/01/2022	4753	Silva, Jeremias	2,201.82	2,201.82	0.00
11570	<input type="checkbox"/> Reg	07/01/2022	4854	Silva, Shawnasse	1,870.56	1,870.56	0.00
11571	<input type="checkbox"/> Reg	07/01/2022	4389	Villalobos, Carlos	811.81	811.81	0.00
11572	<input type="checkbox"/> Reg	07/01/2022	6036	Barta, Emma	204.48	204.48	0.00
11573	<input type="checkbox"/> Reg	07/01/2022	6012	Leyba, Mareyli	214.37	214.37	0.00
11574	<input type="checkbox"/> Reg	07/01/2022	4434	Alderete, Peter	1,997.54	1,997.54	0.00
11575	<input type="checkbox"/> Reg	07/01/2022	4406	Aragon, Martin	1,611.76	1,611.76	0.00
11576	<input type="checkbox"/> Reg	07/01/2022	4951	Baca, Joshua	937.51	937.51	0.00
11577	<input type="checkbox"/> Reg	07/01/2022	4505	Baca, Porfie	1,516.58	1,516.58	0.00
11578	<input type="checkbox"/> Reg	07/01/2022	4608	Barela, Daniel	1,477.42	1,477.42	0.00
11579	<input type="checkbox"/> Reg	07/01/2022	4416	Brown, Kenneth	1,626.58	1,626.58	0.00
11580	<input type="checkbox"/> Reg	07/01/2022	5028	Burbank, Joshua	1,329.44	1,329.44	0.00
11581	<input type="checkbox"/> Reg	07/01/2022	4906	Carmona Jr, Raymond	1,049.19	1,049.19	0.00
11582	<input type="checkbox"/> Reg	07/01/2022	4286	Carter, Melanie	1,031.21	1,031.21	0.00
11583	<input type="checkbox"/> Reg	07/01/2022	4643	Chavez, Anthony	1,336.42	1,336.42	0.00
11584	<input type="checkbox"/> Reg	07/01/2022	3693	Chavez, Gerald	1,384.84	1,384.84	0.00
11585	<input type="checkbox"/> Reg	07/01/2022	LC	Chavez, Lucas	1,316.59	1,316.59	0.00
11586	<input type="checkbox"/> Reg	07/01/2022	4586	Chavez, Victor	1,989.58	1,989.58	0.00
11587	<input type="checkbox"/> Reg	07/01/2022	4574	Contreras, Charles	959.21	959.21	0.00
11588	<input type="checkbox"/> Reg	07/01/2022	5189	Cooke, Chris	1,323.46	1,323.46	0.00
11589	<input type="checkbox"/> Reg	07/01/2022	4547	Devargas, Fabian	1,638.33	1,638.33	0.00
11590	<input type="checkbox"/> Reg	07/01/2022	3969	Duran, Victor	2,425.25	2,425.25	0.00
11591	<input type="checkbox"/> Reg	07/01/2022	4626	Erives, Edgar	17.00	17.00	0.00
11592	<input type="checkbox"/> Reg	07/01/2022	3053	Espinoza, Curtis	2,028.38	2,028.38	0.00
11593	<input type="checkbox"/> Reg	07/01/2022	5094	Gabaldon, Christopher	1,025.47	1,025.47	0.00
11594	<input type="checkbox"/> Reg	07/01/2022	2841	Giron, John	1,924.29	1,924.29	0.00
11595	<input type="checkbox"/> Reg	07/01/2022	4714	Gray, Jennifer	1,286.86	1,286.86	0.00
11596	<input type="checkbox"/> Reg	07/01/2022	3823	Hall, Stephen	2,013.97	2,013.97	0.00
11597	<input type="checkbox"/> Reg	07/01/2022	4742	Hernandez, Anthony	1,581.74	1,581.74	0.00
11598	<input type="checkbox"/> Reg	07/01/2022	4795	Hernandez, Marcos	1,775.70	1,775.70	0.00
11599	<input type="checkbox"/> Reg	07/01/2022	4646	Houston, Bryce	1,950.92	1,950.92	0.00
11600	<input type="checkbox"/> Reg	07/01/2022	3630	Kanyuck, North	1,657.31	1,657.31	0.00
11601	<input type="checkbox"/> Reg	07/01/2022	4468	Lankasky, Benjamin	1,683.68	1,683.68	0.00
11602	<input type="checkbox"/> Reg	07/01/2022	4754	Lujan, Brandon	1,523.16	1,523.16	0.00
11603	<input type="checkbox"/> Reg	07/01/2022	4860	Lyle, Nicholas	1,712.61	1,712.61	0.00
11604	<input type="checkbox"/> Reg	07/01/2022	4451	Martinez, Ashley	2,495.12	2,495.12	0.00
11605	<input type="checkbox"/> Reg	07/01/2022	3913	Martinez, Benceslado	1,614.03	1,614.03	0.00
11606	<input type="checkbox"/> Reg	07/01/2022	4288	Martinez, Donna	1,483.77	1,483.77	0.00
11607	<input type="checkbox"/> Reg	07/01/2022	5071	Maycumber, Cody	1,394.41	1,394.41	0.00
11608	<input type="checkbox"/> Reg	07/01/2022	4878	Melton, Weylin	1,544.07	1,544.07	0.00
11609	<input type="checkbox"/> Reg	07/01/2022	4901	Meo II, Craig	1,746.82	1,746.82	0.00
11610	<input type="checkbox"/> Reg	07/01/2022	4949	Montano Jr, Alan	1,173.80	1,173.80	0.00
11611	<input type="checkbox"/> Reg	07/01/2022	4877	Mora, Marcus	1,004.71	1,004.71	0.00
11612	<input type="checkbox"/> Reg	07/01/2022	4858	Myrick, Nicholas	1,556.73	1,556.73	0.00
11613	<input type="checkbox"/> Reg	07/01/2022	2419	Noah, Jeffrey	1,888.47	1,888.47	0.00
11614	<input type="checkbox"/> Reg	07/01/2022	4409	Pearson, Courtnie	1,273.77	1,273.77	0.00
11615	<input type="checkbox"/> Reg	07/01/2022	4358	Pearson, Rashad	1,557.44	1,557.44	0.00
11616	<input type="checkbox"/> Reg	07/01/2022	4796	Richards, Amanda	1,682.31	1,682.31	0.00
11617	<input type="checkbox"/> Reg	07/01/2022	4140	Rowland, Joseph	2,008.36	2,008.36	0.00
11618	<input type="checkbox"/> Reg	07/01/2022	4347	Sacoman, Cheyanne	1,614.10	1,614.10	0.00
11619	<input type="checkbox"/> Reg	07/01/2022	4739	Sandoval, Juan	1,559.74	1,559.74	0.00
11620	<input type="checkbox"/> Reg	07/01/2022	4504	Savedra, Victor	1,689.71	1,689.71	0.00
11621	<input type="checkbox"/> Reg	07/01/2022	4866	Skinner, Troy	1,540.10	1,540.10	0.00
11622	<input type="checkbox"/> Reg	07/01/2022	4441	Stanhope, Shanna	560.24	560.24	0.00
11623	<input type="checkbox"/> Reg	07/01/2022	5095	Tarin, Marie	869.99	869.99	0.00
11624	<input type="checkbox"/> Reg	07/01/2022	4764	Townsend, Jacob	479.64	479.64	0.00
11625	<input type="checkbox"/> Reg	07/01/2022	4609	Vega, Kevin	1,790.97	1,790.97	0.00
11626	<input type="checkbox"/> Reg	07/01/2022	4722	Vega-Quinonez, Damaris	925.21	925.21	0.00
11627	<input type="checkbox"/> Reg	07/01/2022	4405	Vigil, Denise	1,956.26	1,956.26	0.00
11628	<input type="checkbox"/> Reg	07/01/2022	4704	Waquie, Corbin	1,629.70	1,629.70	0.00
11629	<input type="checkbox"/> Reg	07/01/2022	4139	Zilink, David	1,721.55	1,721.55	0.00

Run Date: 06/30/22

Run Time: 3:32 PM

Account

Check/Voucher

99999999

11565 To 11629

**Check Register****VALENCIA COUNTY**

Company (A590)

Check Date: 07/01/2022

Pay Period: 06/13/2022 to 06/26/2022

Process: 2022070101

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Bank Account <b>99999999</b>	Transit Number <b>107006813</b>	Bank Name <b>BANK OF THE WEST, LOS LUNAS, NM</b>	Description <b>Primary Account</b>			
<b>Totals for Payroll Checks</b>		<b>322 Items</b>	<b>387,619.01</b>	<b>363,888.18</b>	<b>23,730.83</b>	

**Third Party and Misc Checks**

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11644 <input type="checkbox"/>	Transfer	06/29/2022	DirDep	Payroll Company	363,888.18	363,888.18	0.00
11645 <input type="checkbox"/>	Transfer	06/29/2022	Tax	Payroll Company	70,759.83	70,759.83	0.00
11646 <input type="checkbox"/>	Transfer	06/29/2022	Agency	Payroll Company	224,700.53	224,700.53	0.00
11647 <input type="checkbox"/>	Transfer	06/29/2022	Billing	Payroll Company	1,640.68	1,640.68	0.00
<b>Totals for Third Party and Misc Checks</b>		<b>4 Items</b>			<b>660,989.22</b>	<b>660,989.22</b>	

**Totals for Account 99999999**

Check Type	Count	Net Amount	Dir Dep	Net Check
Reg	322	387,619.01	363,888.18	23,730.83
Transfer	4	660,989.22	660,989.22	0.00
<b>Totals</b>	<b>326</b>	<b>684,720.05<sup>⓪</sup></b>	<b>660,989.22<sup>⓪</sup></b>	<b>23,730.83</b>

<sup>⓪</sup> Only the Net Check amounts for payroll checks are included in these totals. The Dir Dep amount is already included as part of the Transfers amount.

**Account Totals**

Account	Count	Net Amount	Dir Dep	Net Check
99999999	326	684,720.05	660,989.22	23,730.83
<b>Totals</b>	<b>326</b>	<b>684,720.05</b>	<b>660,989.22</b>	<b>23,730.83</b>

Run Date: 06/30/22

Run Time: 3:32 PM

Account

Check/Voucher

99999999

11644 To 11647



# Check Register

**VALENCIA COUNTY**  
Company (A590)

Check Date: 07/05/2022  
Pay Period: 06/13/2022 to 06/26/2022  
Process: 2022070501

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Bank Account 99999999 Transit Number 107006813 Bank Name BANK OF THE WEST, LOS LUNAS, NM Description Primary Account

## Payroll Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
107756 <input type="checkbox"/>	Reg	07/05/2022	4800	Trejo Razcon, Giliadrian	2,696.64	0.00	2,696.64
107757 <input type="checkbox"/>	Reg	07/05/2022	4975	Gomez, Andrew	27.71	0.00	27.71
107758 <input type="checkbox"/>	Reg	07/05/2022	4984	Lucero, Isabella	27.71	0.00	27.71
107759 <input type="checkbox"/>	Reg	07/05/2022	4996	Sisneros, Isabella	27.71	0.00	27.71
107760 <input type="checkbox"/>	Reg	07/05/2022	4515	Brawley, Mindy	3,154.52	0.00	3,154.52
107761 <input type="checkbox"/>	Reg	07/05/2022	4761	Frandsen, Georgia	2,595.90	0.00	2,595.90
107762 <input type="checkbox"/>	Reg	07/05/2022	5018	Garcia, Jerod	4,726.55	0.00	4,726.55
107763 <input type="checkbox"/>	Reg	07/05/2022	5062	Helvie, Alexander	3,575.18	0.00	3,575.18
107764 <input type="checkbox"/>	Reg	07/05/2022	4780	Riley, Rhoda	6,416.11	0.00	6,416.11

**Totals for Payroll Checks** 9 Items 23,248.03 23,248.03

## Third Party and Misc Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11649 <input type="checkbox"/>	Transfer	07/01/2022	Tax	Payroll Company	12,831.13	12,831.13	0.00
11650 <input type="checkbox"/>	Transfer	07/01/2022	Agency	Payroll Company	290.71	290.71	0.00
11651 <input type="checkbox"/>	Transfer	07/01/2022	Billing	Payroll Company	85.54	85.54	0.00

**Totals for Third Party and Misc Checks** 3 Items 13,207.38 13,207.38

## Totals for Account 99999999

Check Type	Count	Net Amount	Dir Dep	Net Check
Reg	9	23,248.03	0.00	23,248.03
Transfer	3	13,207.38	13,207.38	0.00
<b>Totals</b>	<b>12</b>	<b>36,455.41</b>	<b>13,207.38</b>	<b>23,248.03</b>

## Account Totals

Account	Count	Net Amount	Dir Dep	Net Check
99999999	12	36,455.41	13,207.38	23,248.03
<b>Totals</b>	<b>12</b>	<b>36,455.41</b>	<b>13,207.38</b>	<b>23,248.03</b>

**VALENCIA COUNTY BOARD OF COMMISSIONERS  
PAYROLL AUTHORIZATION**

The attached printouts reflect all PAYROLL RELATED PAYMENTS issued by the Payroll Company for the pay period:  
**June 25, 2022 through July 08, 2022** WAGES PAID ON: **July 15, 2022**

PR PROCESS #	DESCRIPTION	CHECK #'S	MISSING VOUCHER #S	PROCESSED VOUCHER #	AMOUNT
2022071401	DIRECT DEPOSIT STUBS TO EMPLOYEES			11652-11921	
	PAYROLL CHECKS	107765-107814			23,047.37
	Direct Deposit File to Bank		11922-11924	11925	356,366.80
	Third Party & Misc Checks - TAXES			11926	67,112.38
	Third Party & Misc Checks - AGENCY			11927	227,084.44
	Third Party & Misc Checks - BILLING			11928	<u>1,624.57</u>
					675,235.56
2022071402					
Payroll Correction	DIRECT DEPOSIT STUBS TO EMPLOYEES			11929	
	Direct Deposit File to Bank		11930	11931	-845.66
	Third Party & Misc Checks - TAXES			11932	-230.08
	Third Party & Misc Checks - AGENCY			11933	-271.83
	Third Party & Misc Checks - BILLING			11934	<u>76.91</u>
					-1270.66
2022071501					
Payroll Correction	DIRECT DEPOSIT STUBS TO EMPLOYEES	11935-11936			
	Direct Deposit File to Bank		11937	11938	3,182.61
	Third Party & Misc Checks - TAXES			11939	372.58
	Third Party & Misc Checks - AGENCY			11940	213.99
	Third Party & Misc Checks - BILLING			11941	<u>76.91</u>
					3,846.09
2022071502					
Payroll Correction	DIRECT DEPOSIT STUBS TO EMPLOYEES			11942-11943	
	Direct Deposit File to Bank			11944	-355.21
	Third Party & Misc Checks - TAXES			11945	-10.96
	Third Party & Misc Checks - AGENCY			11946	-20.18
	Third Party & Misc Checks - BILLING			11947	<u>83.82</u>
					-302.53
2022071502ADDTL	Third Party & Misc Checks - AGENCY				385.38
2022071801					
Payroll Correction	DIRECT DEPOSIT STUBS TO EMPLOYEES			11948	
	Direct Deposit File to Bank		11949	11950	1,473.30
	Third Party & Misc Checks - TAXES			11951	156.03
	Third Party & Misc Checks - AGENCY			11952	354.17
	Third Party & Misc Checks - BILLING			11953	<u>84.14</u>
					-302.53
	<b>TOTAL PAYROLL:</b>				<b>\$679,961.48</b>

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 (based on payroll reports submitted by The Payroll Company):

  
Loretta Trujillo, Finance Director

Done this 17<sup>th</sup> day of August, 2022

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

Gerard Saiz, Chair – District I

Jhonathan Aragon, Vice Chair – District V

# Check Register

## VALENCIA COUNTY Company (A590)

Check Date: 07/14/2022  
Pay Period: 06/27/2022 to 07/10/2022  
Process: 2022071401

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Bank Account	Transit Number	Bank Name	Description	Primary Account			
99999999	107006813	BANK OF THE WEST, LOS LUNAS, NM					
Payroll Checks							
Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11652	<input type="checkbox"/> Reg	07/14/2022	2996	Camacho, Evangeline	890.51	890.51	0.00
11653	<input type="checkbox"/> Reg	07/14/2022	4104	Maldonado, Lydia	1,309.13	1,309.13	0.00
11654	<input type="checkbox"/> Reg	07/14/2022	4573	Martinez, Armando	875.65	875.65	0.00
11655	<input type="checkbox"/> Reg	07/14/2022	4859	Santomenna, Michael	529.50	529.50	0.00
11656	<input type="checkbox"/> Reg	07/14/2022	3412	Walters, Dallas	584.91	584.91	0.00
11657	<input type="checkbox"/> Reg	07/14/2022	5051	Burbank, Austin	731.63	731.63	0.00
11658	<input type="checkbox"/> Reg	07/14/2022	4747	Ferguson, Donald	1,050.18	1,050.18	0.00
11659	<input type="checkbox"/> Reg	07/14/2022	5049	Guajardo, John	846.03	846.03	0.00
11660	<input type="checkbox"/> Reg	07/14/2022	3915	Hockman, Christopher	1,039.21	1,039.21	0.00
11661	<input type="checkbox"/> Reg	07/14/2022	4475	Hughes, Sammee	877.97	877.97	0.00
11662	<input type="checkbox"/> Reg	07/14/2022	6052	Lara-Gallegos, Cristian	795.81	795.81	0.00
11663	<input type="checkbox"/> Reg	07/14/2022	4887	Larson, Angelique	1,012.72	1,012.72	0.00
11664	<input type="checkbox"/> Reg	07/14/2022	3489	Mugan, Patricia	1,116.84	1,116.84	0.00
11665	<input type="checkbox"/> Reg	07/14/2022	4748	Orona, Monique	1,188.90	1,188.90	0.00
11666	<input type="checkbox"/> Reg	07/14/2022	4621	Perea, Jesse	769.37	769.37	0.00
11667	<input type="checkbox"/> Reg	07/14/2022	4861	Quevedo Gamboa, Lucely	1,097.76	1,097.76	0.00
11668	<input type="checkbox"/> Reg	07/14/2022	3741	Saiz, Derrick	1,323.42	1,323.42	0.00
11669	<input type="checkbox"/> Reg	07/14/2022	4452	Serna-Bernard, Louisa	818.27	818.27	0.00
11670	<input type="checkbox"/> Reg	07/14/2022	4393	Tharaldsen, Patricia	977.11	977.11	0.00
11671	<input type="checkbox"/> Reg	07/14/2022	4709	Valadez, Anthony	926.62	926.62	0.00
11672	<input type="checkbox"/> Reg	07/14/2022	4495	Weston, Jess	2,440.59	2,440.59	0.00
11673	<input type="checkbox"/> Reg	07/14/2022	3793	Alfero, Andrew	1,522.88	1,522.88	0.00
11674	<input type="checkbox"/> Reg	07/14/2022	4075	Aragon, Fernando	1,409.21	1,409.21	0.00
11675	<input type="checkbox"/> Reg	07/14/2022	4640	Armijo, Anthony	1,216.77	1,216.77	0.00
11676	<input type="checkbox"/> Reg	07/14/2022	6051	Baca, Jessica	994.97	994.97	0.00
11677	<input type="checkbox"/> Reg	07/14/2022	4752	Baca, Rebecca	1,359.48	1,359.48	0.00
11678	<input type="checkbox"/> Reg	07/14/2022	5059	Barela, Emilio	1,087.73	1,087.73	0.00
11679	<input type="checkbox"/> Reg	07/14/2022	3297	Barela, Joe	1,400.70	1,400.70	0.00
11680	<input type="checkbox"/> Reg	07/14/2022	3961	Barreras, Victoria	1,382.39	1,382.39	0.00
11681	<input type="checkbox"/> Reg	07/14/2022	4950	Benavidez, Francisco	1,877.27	1,877.27	0.00
11682	<input type="checkbox"/> Reg	07/14/2022	4666	Benavidez, Julie	1,135.72	1,135.72	0.00
11683	<input type="checkbox"/> Reg	07/14/2022	05091	Bencomo, Miguel	1,244.28	1,244.28	0.00
11684	<input type="checkbox"/> Reg	07/14/2022	4661	Castillo, Matthew	1,427.29	1,427.29	0.00
11685	<input type="checkbox"/> Reg	07/14/2022	4319	Cole, Marinda	1,267.02	1,267.02	0.00
11686	<input type="checkbox"/> Reg	07/14/2022	5034	Contreras, Ezequiel	1,294.53	1,294.53	0.00
11687	<input type="checkbox"/> Reg	07/14/2022	4123	Crespin, Jordan	1,173.47	1,173.47	0.00
11688	<input type="checkbox"/> Reg	07/14/2022	4125	DeAnda, Delilah	1,026.08	1,026.08	0.00
11689	<input type="checkbox"/> Reg	07/14/2022	5077	Drake, Brian	1,094.72	1,094.72	0.00
11690	<input type="checkbox"/> Reg	07/14/2022	4477	Duran, Ricardo	1,526.27	1,526.27	0.00
11691	<input type="checkbox"/> Reg	07/14/2022	4660	Espindola, Salvador	1,688.69	1,688.69	0.00
11692	<input type="checkbox"/> Reg	07/14/2022	3705	Espinoza, Gerald	1,385.64	1,385.64	0.00
11693	<input type="checkbox"/> Reg	07/14/2022	3570	Garcia, Jonathan	1,651.05	1,651.05	0.00
11694	<input type="checkbox"/> Reg	07/14/2022	3910	Garley, Derrick	1,806.67	1,806.67	0.00
11695	<input type="checkbox"/> Reg	07/14/2022	4189	Gonzales, Melvin	1,933.04	1,933.04	0.00
11696	<input type="checkbox"/> Reg	07/14/2022	4407	Gonzales, Virginia	1,363.96	1,363.96	0.00
11697	<input type="checkbox"/> Reg	07/14/2022	3309	Gutierrez, Randy	2,765.06	2,765.06	0.00
11698	<input type="checkbox"/> Reg	07/14/2022	3955	Henson, Jerry	1,445.91	1,445.91	0.00
11699	<input type="checkbox"/> Reg	07/14/2022	3041	Heredia, Jesus	1,856.75	1,856.75	0.00
11700	<input type="checkbox"/> Reg	07/14/2022	5074	Heustis, Sonya	1,088.74	1,088.74	0.00
11701	<input type="checkbox"/> Reg	07/14/2022	4388	Holguin, Armando	845.93	845.93	0.00
11702	<input type="checkbox"/> Reg	07/14/2022	4199	Jaramillo, Dominic	1,122.36	1,122.36	0.00
11703	<input type="checkbox"/> Reg	07/14/2022	4478	Lopez, Susan	1,443.48	1,443.48	0.00
11704	<input type="checkbox"/> Reg	07/14/2022	4654	Lozoya, Victor	1,158.03	1,158.03	0.00
11705	<input type="checkbox"/> Reg	07/14/2022	4720	Maestas, Brianna	1,050.84	1,050.84	0.00
11706	<input type="checkbox"/> Reg	07/14/2022	3704	Marquez, Dorothy	1,022.79	1,022.79	0.00
11707	<input type="checkbox"/> Reg	07/14/2022	5069	Molina, Andy	1,373.01	1,373.01	0.00
11708	<input type="checkbox"/> Reg	07/14/2022	4917	Molina, Sergio	1,734.60	1,734.60	0.00
11709	<input type="checkbox"/> Reg	07/14/2022	5070	Montoya, Tiffany	1,184.66	1,184.66	0.00
11710	<input type="checkbox"/> Reg	07/14/2022	05092	Nanez, Juan	1,040.83	1,040.83	0.00
11711	<input type="checkbox"/> Reg	07/14/2022	4658	Navarro, Marisol	1,202.98	1,202.98	0.00
11712	<input type="checkbox"/> Reg	07/14/2022	3073	Nevarez, Andres	1,185.50	1,185.50	0.00
11713	<input type="checkbox"/> Reg	07/14/2022	3867	Nunez, Geovanie	1,602.60	1,602.60	0.00
11714	<input type="checkbox"/> Reg	07/14/2022	4716	Olguin, Jeremy	1,396.97	1,396.97	0.00

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Run Time: 3:04 PM Check/Voucher 11652 To 11714

## Check Register

## VALENCIA COUNTY

Company (A590)

Check Date: 07/14/2022

Pay Period: 06/27/2022 to 07/10/2022

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Bank Account	Transit Number	Bank Name	Description				
99999999	107006813	BANK OF THE WEST, LOS LUNAS, NM	Primary Account				
Check/Voucher	Check Type	Check Date	Payable to Id Name	Net Amount	Dir Dep	Net Check	
11715	<input type="checkbox"/> Reg	07/14/2022	4892 Ortega Gonzalez, Marline	1,809.45	1,809.45	0.00	
11716	<input type="checkbox"/> Reg	07/14/2022	4620 Perea, Jesse	1,517.98	1,517.98	0.00	
11717	<input type="checkbox"/> Reg	07/14/2022	4617 Saenz, Yasmin	1,093.16	1,093.16	0.00	
11718	<input type="checkbox"/> Reg	07/14/2022	4334 Sais, Rudy	1,156.47	1,156.47	0.00	
11719	<input type="checkbox"/> Reg	07/14/2022	4850 Saiz, Krystal	1,171.66	1,171.66	0.00	
11720	<input type="checkbox"/> Reg	07/14/2022	4494 Shoemake Martinez, Jordan	1,406.19	1,406.19	0.00	
11721	<input type="checkbox"/> Reg	07/14/2022	5024 Silva, Joshua	922.80	922.80	0.00	
11722	<input type="checkbox"/> Reg	07/14/2022	2897 Telles, Mike	1,312.84	1,312.84	0.00	
11723	<input type="checkbox"/> Reg	07/14/2022	3161 Tena Jr, Felipe	1,227.24	1,227.24	0.00	
11724	<input type="checkbox"/> Reg	07/14/2022	4937 Tenorio, Donna	984.95	984.95	0.00	
11725	<input type="checkbox"/> Reg	07/14/2022	2890 Trujillo, Daniel	1,807.71	1,807.71	0.00	
11726	<input type="checkbox"/> Reg	07/14/2022	3865 Vaisa, Zechariah	1,624.98	1,624.98	0.00	
11727	<input type="checkbox"/> Reg	07/14/2022	4135 Cordova, Frankie	1,421.86	1,421.86	0.00	
11728	<input type="checkbox"/> Reg	07/14/2022	4544 Hernandez, Anthony	872.73	872.73	0.00	
11729	<input type="checkbox"/> Reg	07/14/2022	4785 Lawson, Michael	746.98	746.98	0.00	
11730	<input type="checkbox"/> Reg	07/14/2022	3619 Maldonado, Francisco	1,501.14	1,501.14	0.00	
11731	<input type="checkbox"/> Reg	07/14/2022	3628 Martinez, Angelo	883.85	883.85	0.00	
11732	<input type="checkbox"/> Reg	07/14/2022	3627 Martinez, Elaina	883.85	883.85	0.00	
11733	<input type="checkbox"/> Reg	07/14/2022	4898 BUSTILLOS, DAVID	515.30	515.30	0.00	
11734	<input type="checkbox"/> Reg	07/14/2022	4349 Cummings, Donald	583.09	583.09	0.00	
11735	<input type="checkbox"/> Reg	07/14/2022	4606 Montano, Guadalupe	787.78	787.78	0.00	
11736	<input type="checkbox"/> Reg	07/14/2022	4838 Dominguez, Selina	700.24	700.24	0.00	
11737	<input type="checkbox"/> Reg	07/14/2022	4801 Esquivel, Javier	454.89	454.89	0.00	
11738	<input type="checkbox"/> Reg	07/14/2022	4853 Lechuga, Theresa	492.82	492.82	0.00	
11739	<input type="checkbox"/> Reg	07/14/2022	4627 Miller, Carrie	235.06	235.06	0.00	
11740	<input type="checkbox"/> Reg	07/14/2022	3444 Monell, Lourdes	664.71	664.71	0.00	
11741	<input type="checkbox"/> Reg	07/14/2022	4583 Montano, Raymund	525.92	525.92	0.00	
11742	<input type="checkbox"/> Reg	07/14/2022	3670 Smith, Emile	633.72	633.72	0.00	
11743	<input type="checkbox"/> Reg	07/14/2022	4710 Baca, Ryan	830.37	830.37	0.00	
11744	<input type="checkbox"/> Reg	07/14/2022	3441 Chavez, Aurora	1,903.20	1,903.20	0.00	
11745	<input type="checkbox"/> Reg	07/14/2022	5060 Garcia, Jonni	203.85	203.85	0.00	
11746	<input type="checkbox"/> Reg	07/14/2022	5021 McBain, Johnnie	1,121.86	1,121.86	0.00	
11747	<input type="checkbox"/> Reg	07/14/2022	4711 Romero, Beverly	2,002.86	2,002.86	0.00	
11748	<input type="checkbox"/> Reg	07/14/2022	5027 Romero, Danielle	924.99	924.99	0.00	
11749	<input type="checkbox"/> Reg	07/14/2022	5037 Torres, Marcus	1,022.09	1,022.09	0.00	
11750	<input type="checkbox"/> Reg	07/14/2022	2526 Trevino, Kathy	550.97	550.97	0.00	
11751	<input type="checkbox"/> Reg	07/14/2022	3699 Blanton, Jessica	1,111.36	1,111.36	0.00	
11752	<input type="checkbox"/> Reg	07/14/2022	4485 Dittmaier, Celia	1,834.23	1,834.23	0.00	
11753	<input type="checkbox"/> Reg	07/14/2022	5079 Knight, Danny	1,001.72	1,001.72	0.00	
11754	<input type="checkbox"/> Reg	07/14/2022	4940 Milam, Mike	2,118.39	2,118.39	0.00	
11755	<input type="checkbox"/> Reg	07/14/2022	5099 Rascon, Sarah	1,040.70	1,040.70	0.00	
11756	<input type="checkbox"/> Reg	07/14/2022	1794 Salas-Vega, Sheryl	1,069.29	1,069.29	0.00	
11757	<input type="checkbox"/> Reg	07/14/2022	4775 Anchondo, Jessie	1,045.53	1,045.53	0.00	
11758	<input type="checkbox"/> Reg	07/14/2022	5073 Brown, William	996.94	996.94	0.00	
11759	<input type="checkbox"/> Reg	07/14/2022	5016 Jojola, Patrick	1,111.63	1,111.63	0.00	
11760	<input type="checkbox"/> Reg	07/14/2022	3819 Luna, Paul	1,305.41	1,305.41	0.00	
11761	<input type="checkbox"/> Reg	07/14/2022	4623 Nevarez, Cindy	1,005.72	1,005.72	0.00	
11762	<input type="checkbox"/> Reg	07/14/2022	05093 Ortiz, Paul	1,001.88	1,001.88	0.00	
11763	<input type="checkbox"/> Reg	07/14/2022	4386 Romero, Jerrie	896.09	896.09	0.00	
11764	<input type="checkbox"/> Reg	07/14/2022	4888 Saiz, Ronald	1,050.09	1,050.09	0.00	
11765	<input type="checkbox"/> Reg	07/14/2022	5080 Ammons, Jessica	1,150.29	1,150.29	0.00	
11766	<input type="checkbox"/> Reg	07/14/2022	4889 Armstrong, Lichelle	1,772.50	1,772.50	0.00	
11767	<input type="checkbox"/> Reg	07/14/2022	4414 Monette, Daniel	3,636.28	3,636.28	0.00	
11768	<input type="checkbox"/> Reg	07/14/2022	4133 Aragon, Jhonathan	925.54	925.54	0.00	
11769	<input type="checkbox"/> Reg	07/14/2022	4939 Bizzell, Joseph	720.60	720.60	0.00	
11770	<input type="checkbox"/> Reg	07/14/2022	4322 Hyder, David	968.52	968.52	0.00	
11771	<input type="checkbox"/> Reg	07/14/2022	4932 Richardson, Troy	802.30	802.30	0.00	
11772	<input type="checkbox"/> Reg	07/14/2022	4713 Saiz, Gerard	761.28	761.28	0.00	
11773	<input type="checkbox"/> Reg	07/14/2022	4442 Bell, Beatrice	1,026.17	1,026.17	0.00	
11774	<input type="checkbox"/> Reg	07/14/2022	5198 Gonzalez, Rosario	1,001.26	1,001.26	0.00	
11775	<input type="checkbox"/> Reg	07/14/2022	2490 Kaneshiro, Kendra	1,274.46	1,274.46	0.00	
11776	<input type="checkbox"/> Reg	07/14/2022	5030 Lovato, Savannah	1,006.21	1,006.21	0.00	
11777	<input type="checkbox"/> Reg	07/14/2022	4856 NICOLITZ, AMANDA	1,033.64	1,033.64	0.00	
11778	<input type="checkbox"/> Reg	07/14/2022	4497 Schmidt, Russell	1,839.17	1,839.17	0.00	
11779	<input type="checkbox"/> Reg	07/14/2022	4532 Sichler, Deseri	2,084.08	2,084.08	0.00	

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Account

Check/Voucher

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Company (A590)Check Date: 07/14/2022  
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Bank Account	Transit Number	Bank Name	Description	Primary Account			
99999999	107006813	BANK OF THE WEST, LOS LUNAS, NM					
Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11780	<input type="checkbox"/> Reg	07/14/2022	5055	Ulibarri, Johnnie	1,075.54	1,075.54	0.00
11781	<input type="checkbox"/> Reg	07/14/2022	05095	Wimberly, Shell	890.82	890.82	0.00
11782	<input type="checkbox"/> Reg	07/14/2022	3672	Aragon, Carlos	1,098.14	1,098.14	0.00
11783	<input type="checkbox"/> Reg	07/14/2022	4176	Teague, Candace	1,333.09	1,333.09	0.00
11784	<input type="checkbox"/> Reg	07/14/2022	4944	Willis, Tyler	996.43	996.43	0.00
11785	<input type="checkbox"/> Reg	07/14/2022	4692	Gillen, Sarah	1,348.18	1,348.18	0.00
11786	<input type="checkbox"/> Reg	07/14/2022	3644	Barr, Robert	1,122.76	1,122.76	0.00
11787	<input type="checkbox"/> Reg	07/14/2022	2675	Davis, Casey	1,359.87	1,359.87	0.00
11788	<input type="checkbox"/> Reg	07/14/2022	4762	Gentry, Keith	1,380.78	1,380.78	0.00
11789	<input type="checkbox"/> Reg	07/14/2022	3553	Gonzales, Jaime	1,610.58	1,610.58	0.00
11790	<input type="checkbox"/> Reg	07/14/2022	4077	Griego, Gabriel	1,989.16	1,989.16	0.00
11791	<input type="checkbox"/> Reg	07/14/2022	5067	Kuziel, Joseph	1,344.14	1,344.14	0.00
11792	<input type="checkbox"/> Reg	07/14/2022	4270	Lopez, Christopher	1,162.59	1,162.59	0.00
11793	<input type="checkbox"/> Reg	07/14/2022	5058	Propp, Matthew	1,255.88	1,255.88	0.00
11794	<input type="checkbox"/> Reg	07/14/2022	3959	Rael, Christopher	1,507.04	1,507.04	0.00
11795	<input type="checkbox"/> Reg	07/14/2022	4590	Regalado, Avelino	1,618.28	1,618.28	0.00
11796	<input type="checkbox"/> Reg	07/14/2022	3386	Reser, Justin	495.48	495.48	0.00
11797	<input type="checkbox"/> Reg	07/14/2022	3873	Tarry, Norma	1,075.19	1,075.19	0.00
11798	<input type="checkbox"/> Reg	07/14/2022	4800	Trejo Razcon, Giliadrian	1,300.19	1,300.19	0.00
11799	<input type="checkbox"/> Reg	07/14/2022	4812	Fennelly, Shane	186.75	186.75	0.00
11800	<input type="checkbox"/> Reg	07/14/2022	6053	Gomez Jr, Noe	1,192.86	1,192.86	0.00
11801	<input type="checkbox"/> Reg	07/14/2022	5096	Grassham, John	1,455.55	1,455.55	0.00
11802	<input type="checkbox"/> Reg	07/14/2022	5038	Spikes, Desmond	2,328.56	2,328.56	0.00
11803	<input type="checkbox"/> Reg	07/14/2022	5098	Taylor, Shaun	1,094.34	1,094.34	0.00
11804	<input type="checkbox"/> Reg	07/14/2022	4422	Walmsley, Antionette	589.79	589.79	0.00
11805	<input type="checkbox"/> Reg	07/14/2022	4597	Barrera, Denisse	1,396.96	1,396.96	0.00
11806	<input type="checkbox"/> Reg	07/14/2022	4607	Porter, Rustin	1,686.82	1,686.82	0.00
11807	<input type="checkbox"/> Reg	07/14/2022	4832	Serna, Sylvia	1,563.88	1,563.88	0.00
11808	<input type="checkbox"/> Reg	07/14/2022	4543	Trujillo, Loretta	2,831.28	2,831.28	0.00
11809	<input type="checkbox"/> Reg	07/14/2022	4798	Wallace, Sarah	1,123.97	1,123.97	0.00
11810	<input type="checkbox"/> Reg	07/14/2022	5004	Wells Jr, Donald	589.45	589.45	0.00
11811	<input type="checkbox"/> Reg	07/14/2022	4855	ZUNI, JOSHUA	1,739.92	1,739.92	0.00
11812	<input type="checkbox"/> Reg	07/14/2022	4947A	Bazen, Roland	1,523.81	1,523.81	0.00
11813	<input type="checkbox"/> Reg	07/14/2022	3816	Navarro, Rudy	1,096.55	1,096.55	0.00
11814	<input type="checkbox"/> Reg	07/14/2022	3365	Sanchez, Gerald	1,154.68	1,154.68	0.00
11815	<input type="checkbox"/> Reg	07/14/2022	3828	Martinez, Lindsay	2,290.22	2,290.22	0.00
11816	<input type="checkbox"/> Reg	07/14/2022	2480	Montoya, Orlando	2,950.37	2,950.37	0.00
11817	<input type="checkbox"/> Reg	07/14/2022	4378	Garcia, Maria	1,941.18	1,941.18	0.00
11818	<input type="checkbox"/> Reg	07/14/2022	4799	Conner, Roby	1,069.71	1,069.71	0.00
11819	<input type="checkbox"/> Reg	07/14/2022	4848	Contreras, Matthew	1,357.67	1,357.67	0.00
11820	<input type="checkbox"/> Reg	07/14/2022	5023	Lalonde, Zachary	1,004.24	1,004.24	0.00
11821	<input type="checkbox"/> Reg	07/14/2022	4536	Mast, Tesa	1,981.48	1,981.48	0.00
11822	<input type="checkbox"/> Reg	07/14/2022	1356	Benavidez-Navarro, Renee	801.37	801.37	0.00
11823	<input type="checkbox"/> Reg	07/14/2022	5082	Brown, Morgan	590.28	590.28	0.00
11824	<input type="checkbox"/> Reg	07/14/2022	4426	Christie, Deborah	591.93	591.93	0.00
11825	<input type="checkbox"/> Reg	07/14/2022	4718	Espana, Beverly	376.54	376.54	0.00
11826	<input type="checkbox"/> Reg	07/14/2022	4580	Gonzales, Nancy	2,331.88	2,331.88	0.00
11827	<input type="checkbox"/> Reg	07/14/2022	4596	Kerr, Sarah	738.11	738.11	0.00
11828	<input type="checkbox"/> Reg	07/14/2022	5026	Kerr, William	656.11	656.11	0.00
11829	<input type="checkbox"/> Reg	07/14/2022	4958	Lane, Steven	398.88	398.88	0.00
11830	<input type="checkbox"/> Reg	07/14/2022	4707	Martinez, Melissa	757.70	757.70	0.00
11831	<input type="checkbox"/> Reg	07/14/2022	4905	Romero, Maryann	396.10	396.10	0.00
11832	<input type="checkbox"/> Reg	07/14/2022	5075	Wallace, Wendy	642.35	642.35	0.00
11833	<input type="checkbox"/> Reg	07/14/2022	3863	Barron, John	880.12	880.12	0.00
11834	<input type="checkbox"/> Reg	07/14/2022	3923	Barron, Johnny	936.95	936.95	0.00
11835	<input type="checkbox"/> Reg	07/14/2022	2650	Benavidez, Adelina	2,242.65	2,242.65	0.00
11836	<input type="checkbox"/> Reg	07/14/2022	4746	Caraveo-Garcia, Mario	1,006.62	1,006.62	0.00
11837	<input type="checkbox"/> Reg	07/14/2022	2989	Curliss, Walter	981.67	981.67	0.00
11838	<input type="checkbox"/> Reg	07/14/2022	3624	Gallegos, Robert	939.90	939.90	0.00
11839	<input type="checkbox"/> Reg	07/14/2022	4145	Garcia, Ryan	871.31	871.31	0.00
11840	<input type="checkbox"/> Reg	07/14/2022	309	Griego, Louie	1,534.35	1,534.35	0.00
11841	<input type="checkbox"/> Reg	07/14/2022	4962	Jaramillo, Darius	765.63	765.63	0.00
11842	<input type="checkbox"/> Reg	07/14/2022	4909	Maestas Jr, Gilbert	764.14	764.14	0.00
11843	<input type="checkbox"/> Reg	07/14/2022	3795	Maez, Peter	1,011.60	1,011.60	0.00
11844	<input type="checkbox"/> Reg	07/14/2022	4961	Olivas, Alex	794.33	794.33	0.00

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# Check Register

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Bank Account 99999999		Transit Number 107006813	Bank Name BANK OF THE WEST, LOS LUNAS, NM		Description Primary Account		
Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11845	<input type="checkbox"/> Reg	07/14/2022	3691	Saiz, Andrew	995.78	995.78	0.00
11846	<input type="checkbox"/> Reg	07/14/2022	4745	Sandoval, Leo	829.15	829.15	0.00
11847	<input type="checkbox"/> Reg	07/14/2022	3684	Sandoval, Ruben	800.26	800.26	0.00
11848	<input type="checkbox"/> Reg	07/14/2022	4753	Silva, Jeremias	2,201.81	2,201.81	0.00
11849	<input type="checkbox"/> Reg	07/14/2022	4854	Silva, Shawnasse	1,868.80	1,868.80	0.00
11850	<input type="checkbox"/> Reg	07/14/2022	4389	Villalobos, Carlos	812.16	812.16	0.00
11851	<input type="checkbox"/> Reg	07/14/2022	6036	Barta, Emma	407.79	407.79	0.00
11852	<input type="checkbox"/> Reg	07/14/2022	6012	Leyba, Marevli	407.79	407.79	0.00
11853	<input type="checkbox"/> Reg	07/14/2022	6050	Shain, Kadin	1,471.51	1,471.51	0.00
11854	<input type="checkbox"/> Reg	07/14/2022	4434	Alderete, Peter	2,205.39	2,205.39	0.00
11855	<input type="checkbox"/> Reg	07/14/2022	4406	Aragon, Martin	1,407.31	1,407.31	0.00
11856	<input type="checkbox"/> Reg	07/14/2022	4559	Archibeque, Juliana	823.58	823.58	0.00
11857	<input type="checkbox"/> Reg	07/14/2022	4951	Baca, Joshua	1,149.67	1,149.67	0.00
11858	<input type="checkbox"/> Reg	07/14/2022	4505	Baca, Porfie	2,626.12	2,626.12	0.00
11859	<input type="checkbox"/> Reg	07/14/2022	4608	Barela, Daniel	1,629.13	1,629.13	0.00
11860	<input type="checkbox"/> Reg	07/14/2022	4416	Brown, Kenneth	2,029.19	2,029.19	0.00
11861	<input type="checkbox"/> Reg	07/14/2022	5028	Burbank, Joshua	1,722.30	1,722.30	0.00
11862	<input type="checkbox"/> Reg	07/14/2022	4906	Carmona Jr, Raymond	996.94	996.94	0.00
11863	<input type="checkbox"/> Reg	07/14/2022	4286	Carter, Melanie	989.71	989.71	0.00
11864	<input type="checkbox"/> Reg	07/14/2022	4643	Chavez, Anthony	1,448.64	1,448.64	0.00
11865	<input type="checkbox"/> Reg	07/14/2022	3693	Chavez, Gerald	1,384.85	1,384.85	0.00
11866	<input type="checkbox"/> Reg	07/14/2022	LC	Chavez, Lucas	1,810.27	1,810.27	0.00
11867	<input type="checkbox"/> Reg	07/14/2022	4586	Chavez, Victor	2,164.44	2,164.44	0.00
11868	<input type="checkbox"/> Reg	07/14/2022	4574	Contreras, Charles	959.20	959.20	0.00
11869	<input type="checkbox"/> Reg	07/14/2022	5189	Cooke, Chris	1,452.66	1,452.66	0.00
11870	<input type="checkbox"/> Reg	07/14/2022	4547	Devargas, Fabian	1,634.98	1,634.98	0.00
11871	<input type="checkbox"/> Reg	07/14/2022	3969	Duran, Victor	2,316.93	2,316.93	0.00
11872	<input type="checkbox"/> Reg	07/14/2022	4626	Erives, Edgar	37.73	37.73	0.00
11873	<input type="checkbox"/> Reg	07/14/2022	3053	Espinoza, Curtis	2,028.39	2,028.39	0.00
11874	<input type="checkbox"/> Reg	07/14/2022	5094	Gabaldon, Christopher	1,025.47	1,025.47	0.00
11875	<input type="checkbox"/> Reg	07/14/2022	2841	Giron, John	1,924.29	1,924.29	0.00
11876	<input type="checkbox"/> Reg	07/14/2022	4714	Gray, Jennifer	1,224.40	1,224.40	0.00
11877	<input type="checkbox"/> Reg	07/14/2022	3823	Hall, Stephen	2,221.83	2,221.83	0.00
11878	<input type="checkbox"/> Reg	07/14/2022	4742	Hernandez, Anthony	1,793.74	1,793.74	0.00
11879	<input type="checkbox"/> Reg	07/14/2022	4795	Hernandez, Marcos	3,039.78	3,039.78	0.00
11880	<input type="checkbox"/> Reg	07/14/2022	4646	Houston, Bryce	1,718.68	1,718.68	0.00
11881	<input type="checkbox"/> Reg	07/14/2022	3630	Kanyuck, North	2,731.07	2,731.07	0.00
11882	<input type="checkbox"/> Reg	07/14/2022	4468	Lankasky, Benjamin	3,235.77	3,235.77	0.00
11883	<input type="checkbox"/> Reg	07/14/2022	4754	Lujan, Brandon	1,966.17	1,966.17	0.00
11884	<input type="checkbox"/> Reg	07/14/2022	4860	Lyle, Nicholas	1,886.49	1,886.49	0.00
11885	<input type="checkbox"/> Reg	07/14/2022	4451	Martinez, Ashley	2,077.99	2,077.99	0.00
11886	<input type="checkbox"/> Reg	07/14/2022	3913	Martinez, Benceslado	1,614.02	1,614.02	0.00
11887	<input type="checkbox"/> Reg	07/14/2022	4288	Martinez, Donna	1,483.76	1,483.76	0.00
11888	<input type="checkbox"/> Reg	07/14/2022	5071	Maycumber, Cody	1,644.70	1,644.70	0.00
11889	<input type="checkbox"/> Reg	07/14/2022	4878	Melton, Weylin	2,344.89	2,344.89	0.00
11890	<input type="checkbox"/> Reg	07/14/2022	4901	Meo II, Craig	2,008.11	2,008.11	0.00
11891	<input type="checkbox"/> Reg	07/14/2022	4949	Montano Jr, Alan	1,337.11	1,337.11	0.00
11892	<input type="checkbox"/> Reg	07/14/2022	4877	Mora, Marcus	1,204.77	1,204.77	0.00
11893	<input type="checkbox"/> Reg	07/14/2022	4858	Myrick, Nicholas	1,793.74	1,793.74	0.00
11894	<input type="checkbox"/> Reg	07/14/2022	2419	Noah, Jeffrey	1,888.47	1,888.47	0.00
11895	<input type="checkbox"/> Reg	07/14/2022	4409	Pearson, Courtne	1,273.77	1,273.77	0.00
11896	<input type="checkbox"/> Reg	07/14/2022	4358	Pearson, Rashad	1,756.91	1,756.91	0.00
11897	<input type="checkbox"/> Reg	07/14/2022	4796	Richards, Amanda	2,794.36	2,794.36	0.00
11898	<input type="checkbox"/> Reg	07/14/2022	4140	Rowland, Joseph	2,008.35	2,008.35	0.00
11899	<input type="checkbox"/> Reg	07/14/2022	4347	Sacoman, Cheyanne	2,115.99	2,115.99	0.00
11900	<input type="checkbox"/> Reg	07/14/2022	4739	Sandoval, Juan	1,783.47	1,783.47	0.00
11901	<input type="checkbox"/> Reg	07/14/2022	4504	Savedra, Victor	3,316.92	3,316.92	0.00
11902	<input type="checkbox"/> Reg	07/14/2022	4866	Skinner, Troy	1,868.59	1,868.59	0.00
11903	<input type="checkbox"/> Reg	07/14/2022	5095	Tarin, Marie	869.99	869.99	0.00
11904	<input type="checkbox"/> Reg	07/14/2022	4764	Townsend, Jacob	479.64	479.64	0.00
11905	<input type="checkbox"/> Reg	07/14/2022	4609	Vega, Kevin	2,249.98	2,249.98	0.00
11906	<input type="checkbox"/> Reg	07/14/2022	4722	Vega-Quinonez, Damaris	925.22	925.22	0.00
11907	<input type="checkbox"/> Reg	07/14/2022	4405	Vigil, Denise	1,956.27	1,956.27	0.00
11908	<input type="checkbox"/> Reg	07/14/2022	4704	Waquie, Corbin	2,469.70	2,469.70	0.00
11909	<input type="checkbox"/> Reg	07/14/2022	4139	Zilink, David	4,018.90	4,018.90	0.00

Run Date: 07/13/22 Account 99999999  
Run Time: 3:04 PM Check/Voucher 11845 To 11909



## Check Register

VALENCIA COUNTY  
Company (A590)Check Date: 07/14/2022  
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Bank Account 99999999		Transit Number 107006813	Bank Name BANK OF THE WEST, LOS LUNAS, NM		Description Primary Account			
Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check	
11910	<input type="checkbox"/> Reg	07/14/2022	4835	Beltran, Jasmine	1,122.54	1,122.54	0.00	
11911	<input type="checkbox"/> Reg	07/14/2022	5072	Navarrete, Trent	794.07	794.07	0.00	
11912	<input type="checkbox"/> Reg	07/14/2022	4346	Saiz, Jeanette	1,158.68	1,158.68	0.00	
11913	<input type="checkbox"/> Reg	07/14/2022	2152	Shiplet, Richard	1,180.32	1,180.32	0.00	
11914	<input type="checkbox"/> Reg	07/14/2022	4768	Chester, David	943.20	943.20	0.00	
11915	<input type="checkbox"/> Reg	07/14/2022	4845	Hernandez, Ashley	1,027.01	1,027.01	0.00	
11916	<input type="checkbox"/> Reg	07/14/2022	4444	Marchi, Anna	1,378.40	1,378.40	0.00	
11917	<input type="checkbox"/> Reg	07/14/2022	4662	Munetones, Luis	1,907.73	1,907.73	0.00	
11918	<input type="checkbox"/> Reg	07/14/2022	3790	Trujillo, Danielle	1,184.50	1,184.50	0.00	
11919	<input type="checkbox"/> Reg	07/14/2022	3005	Valdez, Sophia	1,272.49	1,272.49	0.00	
11920	<input type="checkbox"/> Reg	07/14/2022	5076	Vallejos, Dawnelle	1,070.32	1,070.32	0.00	
11921	<input type="checkbox"/> Reg	07/14/2022	4749	Worling, Kobi	1,453.21	1,453.21	0.00	
107765	<input type="checkbox"/> Reg	07/14/2022	4273	Tafoya, Kathryn	456.32	0.00	456.32	
107766	<input type="checkbox"/> Reg	07/14/2022	4391	Rael, Ernest	1,120.97	0.00	1,120.97	
107767	<input type="checkbox"/> Reg	07/14/2022	5199	Dimas, Elvis	616.13	0.00	616.13	
107768	<input type="checkbox"/> Reg	07/14/2022	4424	Guerrero, Daniel	906.16	0.00	906.16	
107769	<input type="checkbox"/> Reg	07/14/2022	3446	Vargas Fleming, Jerrett	945.37	0.00	945.37	
107770	<input type="checkbox"/> Reg	07/14/2022	6030	Aguilar, Faith	407.79	0.00	407.79	
107771	<input type="checkbox"/> Reg	07/14/2022	6027	Altobello, Abby	221.64	0.00	221.64	
107772	<input type="checkbox"/> Reg	07/14/2022	6028	Altobello, Daniel	221.64	0.00	221.64	
107773	<input type="checkbox"/> Reg	07/14/2022	6032	Baca, Caitlyn	330.66	0.00	330.66	
107774	<input type="checkbox"/> Reg	07/14/2022	6026	Blanton, Chloe	407.79	0.00	407.79	
107775	<input type="checkbox"/> Reg	07/14/2022	6021	Caldwell, Christian	369.38	0.00	369.38	
107776	<input type="checkbox"/> Reg	07/14/2022	6018	Chavez, Aidan	407.79	0.00	407.79	
107777	<input type="checkbox"/> Reg	07/14/2022	6008	Collinas, Analicia	330.66	0.00	330.66	
107778	<input type="checkbox"/> Reg	07/14/2022	6049	Cordova, Elena	369.38	0.00	369.38	
107779	<input type="checkbox"/> Reg	07/14/2022	6006	Cordova Gallegos, Santiago	407.79	0.00	407.79	
107780	<input type="checkbox"/> Reg	07/14/2022	6031	Darst, Lucy	407.79	0.00	407.79	
107781	<input type="checkbox"/> Reg	07/14/2022	6016	De La cruz, Celina	407.79	0.00	407.79	
107782	<input type="checkbox"/> Reg	07/14/2022	6014	De La Cruz, Daniel	407.79	0.00	407.79	
107783	<input type="checkbox"/> Reg	07/14/2022	6020	Enriquez, Fernando	407.79	0.00	407.79	
107784	<input type="checkbox"/> Reg	07/14/2022	6037	Garcia, Savana	407.79	0.00	407.79	
107785	<input type="checkbox"/> Reg	07/14/2022	6040	Giron, Justice	407.79	0.00	407.79	
107786	<input type="checkbox"/> Reg	07/14/2022	4975	Gomez, Andrew	330.66	0.00	330.66	
107787	<input type="checkbox"/> Reg	07/14/2022	6011	Griego, Geleio	407.79	0.00	407.79	
107788	<input type="checkbox"/> Reg	07/14/2022	6042	Jaramillo, Dominique	423.62	0.00	423.62	
107789	<input type="checkbox"/> Reg	07/14/2022	6010	Jaramillo, Nevaeh	407.79	0.00	407.79	
107790	<input type="checkbox"/> Reg	07/14/2022	6007	Killinger, Sydney	407.79	0.00	407.79	
107791	<input type="checkbox"/> Reg	07/14/2022	6048	Lafayette, Holly	407.79	0.00	407.79	
107792	<input type="checkbox"/> Reg	07/14/2022	4984	Lucero, Isabella	407.79	0.00	407.79	
107793	<input type="checkbox"/> Reg	07/14/2022	6024	Maez, Genevieve	407.79	0.00	407.79	
107794	<input type="checkbox"/> Reg	07/14/2022	6029	Maldonado, Tony	407.79	0.00	407.79	
107795	<input type="checkbox"/> Reg	07/14/2022	6015	Martinez, Aidan	407.79	0.00	407.79	
107796	<input type="checkbox"/> Reg	07/14/2022	6013	Perez, Janet	439.06	0.00	439.06	
107797	<input type="checkbox"/> Reg	07/14/2022	6019	Porter, Karsen	407.79	0.00	407.79	
107798	<input type="checkbox"/> Reg	07/14/2022	6003	Ramirez, Chole	403.03	0.00	403.03	
107799	<input type="checkbox"/> Reg	07/14/2022	6045	Rascon, Jaylynn	407.79	0.00	407.79	
107800	<input type="checkbox"/> Reg	07/14/2022	6046	Riley, Kadence	291.95	0.00	291.95	
107801	<input type="checkbox"/> Reg	07/14/2022	6047	Riley, Kyndra	291.95	0.00	291.95	
107802	<input type="checkbox"/> Reg	07/14/2022	6035	Rios, Briz	439.06	0.00	439.06	
107803	<input type="checkbox"/> Reg	07/14/2022	6034	Rios, Victoria	439.06	0.00	439.06	
107804	<input type="checkbox"/> Reg	07/14/2022	6023	Rivera, Yessenia	439.06	0.00	439.06	
107805	<input type="checkbox"/> Reg	07/14/2022	6041	Rodriguez, Isaiah	407.79	0.00	407.79	
107806	<input type="checkbox"/> Reg	07/14/2022	6025	Salazar, Javier	407.79	0.00	407.79	
107807	<input type="checkbox"/> Reg	07/14/2022	6038	Sanchez, Thomas	359.69	0.00	359.69	
107808	<input type="checkbox"/> Reg	07/14/2022	4996	Sisneros, Isabella	407.79	0.00	407.79	
107809	<input type="checkbox"/> Reg	07/14/2022	6022	Teague, Ashlyn	439.06	0.00	439.06	
107810	<input type="checkbox"/> Reg	07/14/2022	6004	Ulbricht, Lily	369.38	0.00	369.38	
107811	<input type="checkbox"/> Reg	07/14/2022	6039	Ulibarri, Sophia	407.79	0.00	407.79	
107812	<input type="checkbox"/> Reg	07/14/2022	6009	Varela, Arturo	407.79	0.00	407.79	
107813	<input type="checkbox"/> Reg	07/14/2022	6017	Vega, Eli	407.79	0.00	407.79	
107814	<input type="checkbox"/> Reg	07/14/2022	4808	Lafave, Christopher	1,890.94	0.00	1,890.94	
<b>Totals for Payroll Checks</b>			<b>320 Items</b>		<b>379,414.17</b>	<b>356,366.80</b>	<b>23,047.37</b>	

Run Date: 07/13/22  
Run Time: 3:04 PMAccount  
Check/Voucher

99999999

11910 To 107814

# Check Register

## VALENCIA COUNTY Company (A590)

Check Date: 07/14/2022  
Pay Period: 06/27/2022 to 07/10/2022  
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Bank Account 99999999 Transit Number 107006813 Bank Name BANK OF THE WEST, LOS LUNAS, NM Description Primary Account

### Third Party and Misc Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11925 <input type="checkbox"/>	Transfer	07/12/2022	DirDep	Payroll Company	356,366.80	356,366.80	0.00
11926 <input type="checkbox"/>	Transfer	07/12/2022	Tax	Payroll Company	67,112.38	67,112.38	0.00
11927 <input type="checkbox"/>	Transfer	07/12/2022	Agency	Payroll Company	227,084.44	227,084.44	0.00
11928 <input type="checkbox"/>	Transfer	07/12/2022	Billing	Payroll Company	1,624.57	1,624.57	0.00
<b>Totals for Third Party and Misc Checks</b>			<b>4 Items</b>		<b>652,188.19</b>	<b>652,188.19</b>	

### Totals for Account 99999999

Check Type	Count	Net Amount	Dir Dep	Net Check
Reg	320	379,414.17	356,366.80	23,047.37
Transfer	4	652,188.19	652,188.19	0.00
<b>Totals</b>	<b>324</b>	<b>675,235.56<sup>Ⓢ</sup></b>	<b>652,188.19<sup>Ⓢ</sup></b>	<b>23,047.37</b>

Ⓢ Only the Net Check amounts for payroll checks are included in these totals. The Dir Dep amount is already included as part of the Transfers amount.

### Account Totals

Account	Count	Net Amount	Dir Dep	Net Check
99999999	324	675,235.56	652,188.19	23,047.37
<b>Totals</b>	<b>324</b>	<b>675,235.56</b>	<b>652,188.19</b>	<b>23,047.37</b>

Run Date: 07/13/22 Account 99999999  
Run Time: 3:04 PM Check/Voucher 11925 To 11928

## Check Register

## VALENCIA COUNTY

Company (A590)

Check Date: 07/14/2022  
 Pay Period: 06/27/2022 to 07/10/2022  
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Bank Account  
99999999

Transit Number  
107006813

Bank Name  
BANK OF THE WEST, LOS LUNAS, NM

Description  
Primary Account

## Payroll Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11917 <input type="checkbox"/>	Rev	07/14/2022	4662	Munetones, Luis	-1,907.73	-1,907.73	0.00
11929 <input type="checkbox"/>	Reg	07/14/2022	4662	Munetones, Luis	1,062.07	1,062.07	0.00
<b>Totals for Payroll Checks</b>			<b>2 Items</b>		<b>-845.66</b>	<b>-845.66</b>	

## Third Party and Misc Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11931 <input type="checkbox"/>	Transfer	07/12/2022	DirDep	Payroll Company	-845.66	-845.66	0.00
11932 <input type="checkbox"/>	Transfer	07/12/2022	Tax	Payroll Company	-230.08	-230.08	0.00
11933 <input type="checkbox"/>	Transfer	07/12/2022	Agency	Payroll Company	-271.83	-271.83	0.00
11934 <input type="checkbox"/>	Transfer	07/12/2022	Billing	Payroll Company	76.91	76.91	0.00
<b>Totals for Third Party and Misc Checks</b>			<b>4 Items</b>		<b>-1,270.66</b>	<b>-1,270.66</b>	

## Totals for Account 99999999

Check Type	Count	Net Amount	Dir Dep	Net Check
Reg	1	1,062.07	1,062.07	0.00
Rev	1	-1,907.73	-1,907.73	0.00
Transfer	4	-1,270.66	-1,270.66	0.00
<b>Totals</b>	<b>6</b>	<b>-1,270.66<sup>①</sup></b>	<b>-1,270.66<sup>①</sup></b>	<b>0.00</b>

① Only the Net Check amounts for payroll checks are included in these totals. The Dir Dep amount is already included as part of the Transfers amount.

## Account Totals

Account	Count	Net Amount	Dir Dep	Net Check
99999999	6	-1,270.66	-1,270.66	0.00
<b>Totals</b>	<b>6</b>	<b>-1,270.66</b>	<b>-1,270.66</b>	<b>0.00</b>

Run Date: 07/14/22  
 Run Time: 3:57 PM

Account  
 Check/Voucher

99999999  
 11917 To 11934

# Check Register

## VALENCIA COUNTY

Company (A590)

Check Date: 07/15/2022

Pay Period: 06/27/2022 to 07/10/2022

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Bank Account  
99999999

Transit Number  
107006813

Bank Name  
BANK OF THE WEST, LOS LUNAS, NM

Description  
Primary Account

### Payroll Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11935 <input type="checkbox"/>	Reg	07/15/2022	4654	Lozoya, Victor	2,300.91	2,300.91	0.00
11936 <input type="checkbox"/>	Reg	07/15/2022	4710	Baca, Ryan	881.70	881.70	0.00
<b>Totals for Payroll Checks</b>			<b>2 Items</b>		<b>3,182.61</b>	<b>3,182.61</b>	

### Third Party and Misc Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11938 <input type="checkbox"/>	Transfer	07/13/2022	DirDep	Payroll Company	3,182.61	3,182.61	0.00
11939 <input type="checkbox"/>	Transfer	07/13/2022	Tax	Payroll Company	372.58	372.58	0.00
11940 <input type="checkbox"/>	Transfer	07/13/2022	Agency	Payroll Company	213.99	213.99	0.00
11941 <input type="checkbox"/>	Transfer	07/13/2022	Billing	Payroll Company	76.91	76.91	0.00
<b>Totals for Third Party and Misc Checks</b>			<b>4 Items</b>		<b>3,846.09</b>	<b>3,846.09</b>	

### Totals for Account 99999999

Check Type	Count	Net Amount	Dir Dep	Net Check
Reg	2	3,182.61	3,182.61	0.00
Transfer	4	3,846.09	3,846.09	0.00
<b>Totals</b>	<b>6</b>	<b>3,846.09<sup>⓪</sup></b>	<b>3,846.09<sup>⓪</sup></b>	<b>0.00</b>

⓪ Only the Net Check amounts for payroll checks are included in these totals. The Dir Dep amount is already included as part of the Transfers amount.

### Account Totals

Account	Count	Net Amount	Dir Dep	Net Check
99999999	6	3,846.09	3,846.09	0.00
<b>Totals</b>	<b>6</b>	<b>3,846.09</b>	<b>3,846.09</b>	<b>0.00</b>

Run Date: 07/14/22  
Run Time: 5:01 PM

Account  
Check/Voucher

99999999  
11935 To 11941

# Check Register

## VALENCIA COUNTY

Company (A590)

Check Date: 07/15/2022

Pay Period: 06/27/2022 to 07/10/2022

Process: 2022071502

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Bank Account  
99999999

Transit Number  
107006813

Bank Name  
BANK OF THE WEST, LOS LUNAS, NM

Description  
Primary Account

### Payroll Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11697 <input type="checkbox"/>	Rev	07/15/2022	3309	Gutierrez, Randy	-2,765.06	-2,765.06	0.00
11753 <input type="checkbox"/>	Rev	07/15/2022	5079	Knight, Danny	-1,001.72	-1,001.72	0.00
11942 <input type="checkbox"/>	Reg	07/15/2022	3309	Gutierrez, Randy	2,467.02	2,467.02	0.00
11943 <input type="checkbox"/>	Reg	07/15/2022	5079	Knight, Danny	944.55	944.55	0.00

**Totals for Payroll Checks** 4 Items -355.21 -355.21

### Third Party and Misc Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11944 <input type="checkbox"/>	Transfer	07/13/2022	DirDep	Payroll Company	-355.21	-355.21	0.00
11945 <input type="checkbox"/>	Transfer	07/13/2022	Tax	Payroll Company	-10.96	-10.96	0.00
11946 <input type="checkbox"/>	Transfer	07/13/2022	Agency	Payroll Company	-20.18	-20.18	0.00
11947 <input type="checkbox"/>	Transfer	07/13/2022	Billing	Payroll Company	83.82	83.82	0.00

**Totals for Third Party and Misc Checks** 4 Items -302.53 -302.53

### Totals for Account 99999999

Check Type	Count	Net Amount	Dir Dep	Net Check
Reg	2	3,411.57	3,411.57	0.00
Rev	2	-3,766.78	-3,766.78	0.00
Transfer	4	-302.53	-302.53	0.00
<b>Totals</b>	<b>8</b>	<b>-302.53</b>	<b>-302.53</b>	<b>0.00</b>

Only the Net Check amounts for payroll checks are included in these totals. The Dir Dep amount is already included as part of the Transfers amount.

### Account Totals

Account	Count	Net Amount	Dir Dep	Net Check
99999999	8	-302.53	-302.53	0.00
<b>Totals</b>	<b>8</b>	<b>-302.53</b>	<b>-302.53</b>	<b>0.00</b>

Run Date: 07/15/22  
Run Time: 12:02 PM

Account  
Check/Voucher

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11697 To 11947

# Check Register

## VALENCIA COUNTY

Company (A590)

Check Date: 07/15/2022  
 Pay Period: 06/27/2022 to 07/10/2022  
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Bank Account	Transit Number	Bank Name	Description
99999999	107006813	BANK OF THE WEST, LOS LUNAS, NM	Primary Account

### Third Party and Misc Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11944 <input type="checkbox"/>	Transfer	07/13/2022	DirDep	Payroll Company	-355.21	-355.21	0.00
11945 <input type="checkbox"/>	Transfer	07/13/2022	Tax	Payroll Company	-10.96	-10.96	0.00
11946 <input type="checkbox"/>	Transfer	07/13/2022	Agency	Payroll Company	-20.18	-20.18	0.00
<b>Totals for Third Party and Misc Checks</b>			<b>3 Items</b>		<b>-386.35</b>	<b>-386.35</b>	

### Totals for Account 99999999

Pay To Id	Count	Net Amount	Dir Dep	Net Check
Agency	1	-20.18	-20.18	0.00
Billing	0	0.00	0.00	0.00
DirDep	1	-355.21	-355.21	0.00
Tax	1	-10.96	-10.96	0.00
<b>Totals</b>	<b>3</b>	<b>-386.35</b>	<b>-386.35</b>	<b>0.00</b>

Run Date: 08/05/22      Account: 99999999  
 Run Time: 12:29 PM      Check/Voucher: 11944 To 11947



# Check Register

## VALENCIA COUNTY

Company (A590)

Check Date: 07/18/2022

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Bank Account

99999999

Transit Number

107006813

Bank Name

BANK OF THE WEST, LOS LUNAS, NM

Description

Primary Account

### Payroll Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11948	<input type="checkbox"/> Reg	07/18/2022	5190	Felix, Kevin	1,473.30	1,473.30	0.00
<b>Totals for Payroll Checks</b>			<b>1 Item</b>		<b>1,473.30</b>	<b>1,473.30</b>	

### Third Party and Misc Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11950	<input type="checkbox"/> Transfer	07/14/2022	DirDep	Payroll Company	1,473.30	1,473.30	0.00
11951	<input type="checkbox"/> Transfer	07/14/2022	Tax	Payroll Company	156.03	156.03	0.00
11952	<input type="checkbox"/> Transfer	07/14/2022	Agency	Payroll Company	354.17	354.17	0.00
11953	<input type="checkbox"/> Transfer	07/14/2022	Billing	Payroll Company	84.14	84.14	0.00
<b>Totals for Third Party and Misc Checks</b>			<b>4 Items</b>		<b>2,067.64</b>	<b>2,067.64</b>	

### Totals for Account 99999999

Check Type	Count	Net Amount	Dir Dep	Net Check
Reg	1	1,473.30	1,473.30	0.00
Transfer	4	2,067.64	2,067.64	0.00
<b>Totals</b>	<b>5</b>	<b>2,067.64<sup>Ⓢ</sup></b>	<b>2,067.64<sup>Ⓢ</sup></b>	<b>0.00</b>

<sup>Ⓢ</sup> Only the Net Check amounts for payroll checks are included in these totals. The Dir Dep amount is already included as part of the Transfers amount.

### Account Totals

Account	Count	Net Amount	Dir Dep	Net Check
99999999	5	2,067.64	2,067.64	0.00
<b>Totals</b>	<b>5</b>	<b>2,067.64</b>	<b>2,067.64</b>	<b>0.00</b>

Run Date: 07/18/22

Run Time: 2:47 PM

Account

Check/Voucher

99999999

11948 To 11953

**VALENCIA COUNTY BOARD OF COMMISSIONERS**  
**PAYROLL AUTHORIZATION**

The attached printouts reflect all PAYROLL RELATED PAYMENTS issued by the Payroll Company for the pay period:  
July 09, through July 22, 2022 WAGES PAID ON: July 29, 2022

PR PROCESS #	DESCRIPTION	CHECK #'S	MISSING VOUCHER #S	PROCESSED VOUCHER #	AMOUNT
2022072901	DIRECT DEPOSIT STUBS TO EMPLOYEES			11954-12221	
	PAYROLL CHECKS	107815-107910			35,232.43
	Direct Deposit File to Bank		12222-12225	12226	381,873.51
	Third Party & Misc Checks - TAXES			12227	76,003.64
	Third Party & Misc Checks - AGENCY			12228	137,338.61
	Third Party & Misc Checks - BILLING			12229	1,713.24
					632,161.43
2022080101					
Payroll Correction	DIRECT DEPOSIT STUBS TO EMPLOYEES			12230-12231	
	Direct Deposit File to Bank		12232	12233	542.30
	Third Party & Misc Checks - TAXES			12234	17.98
	Third Party & Misc Checks - AGENCY			12235	141.03
	Third Party & Misc Checks - BILLING			12236	87.69
					789.00
2022080301					
Payroll Correction	PAYROLL CHECKS	107911			895.36
	Third Party & Misc Checks - TAXES		12237	12238	181.46
	Third Party & Misc Checks - AGENCY				0.00
	Third Party & Misc Checks - BILLING			12239	61.06
					1,137.88
	<b>TOTAL PAYROLL:</b>				<b>\$634,088.31</b>

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 (based on payroll reports submitted by The Payroll Company).

Loretta Trujillo, Finance Director

Done this 17th day of August, 2022.

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

Gerard Saiz, Chair – District I

**Jhonathan Aragon, Vice Chair – District V**

**Troy Richardson, Commissioner – District II**

David A. Hyder, Commissioner – District III

**ATTEST:**

**Joseph Bizzell, Commissioner – District IV**

**Michael Milam, County Clerk**

# Check Register

## VALENCIA COUNTY Company (A590)

Check Date: 07/29/2022  
Pay Period: 07/11/2022 to 07/24/2022  
Process: 2022072901

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Bank Account 99999999 Transit Number 107006813 Bank Name BANK OF THE WEST, LOS LUNAS, NM Description Primary Account

### Payroll Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
11954	<input type="checkbox"/> Reg	07/29/2022	2996	Camacho, Evangeline	967.55	967.55	0.00
11955	<input type="checkbox"/> Reg	07/29/2022	4104	Maldonado, Lydia	1,411.67	1,411.67	0.00
11956	<input type="checkbox"/> Reg	07/29/2022	4573	Martinez, Armando	908.40	908.40	0.00
11957	<input type="checkbox"/> Reg	07/29/2022	4859	Santomenna, Michael	503.02	503.02	0.00
11958	<input type="checkbox"/> Reg	07/29/2022	3412	Walters, Dallas	597.22	597.22	0.00
11959	<input type="checkbox"/> Reg	07/29/2022	5051	Burbank, Austin	923.02	923.02	0.00
11960	<input type="checkbox"/> Reg	07/29/2022	4747	Ferguson, Donald	1,224.39	1,224.39	0.00
11961	<input type="checkbox"/> Reg	07/29/2022	5049	Guajardo, John	839.76	839.76	0.00
11962	<input type="checkbox"/> Reg	07/29/2022	3915	Hockman, Christopher	1,065.00	1,065.00	0.00
11963	<input type="checkbox"/> Reg	07/29/2022	4475	Hughes, Sammee	846.77	846.77	0.00
11964	<input type="checkbox"/> Reg	07/29/2022	6052	Lara-Gallegos, Cristian	784.48	784.48	0.00
11965	<input type="checkbox"/> Reg	07/29/2022	4887	Larson, Angelique	1,042.05	1,042.05	0.00
11966	<input type="checkbox"/> Reg	07/29/2022	3489	Mugan, Patricia	1,430.28	1,430.28	0.00
11967	<input type="checkbox"/> Reg	07/29/2022	4748	Orona, Monique	1,254.32	1,254.32	0.00
11968	<input type="checkbox"/> Reg	07/29/2022	4621	Perea, Jesse	973.21	973.21	0.00
11969	<input type="checkbox"/> Reg	07/29/2022	4861	Quevedo Gamboa, Lucely	879.82	879.82	0.00
11970	<input type="checkbox"/> Reg	07/29/2022	3741	Saiz, Derrick	1,357.63	1,357.63	0.00
11971	<input type="checkbox"/> Reg	07/29/2022	4452	Serna-Bernard, Louisa	876.89	876.89	0.00
11972	<input type="checkbox"/> Reg	07/29/2022	4393	Tharaldsen, Patricia	778.14	778.14	0.00
11973	<input type="checkbox"/> Reg	07/29/2022	4709	Valadez, Anthony	1,036.26	1,036.26	0.00
11974	<input type="checkbox"/> Reg	07/29/2022	4495	Weston, Jess	2,432.50	2,432.50	0.00
11975	<input type="checkbox"/> Reg	07/29/2022	3793	Alfero, Andrew	2,309.98	2,309.98	0.00
11976	<input type="checkbox"/> Reg	07/29/2022	4075	Aragon, Fernando	1,896.39	1,896.39	0.00
11977	<input type="checkbox"/> Reg	07/29/2022	4640	Armijo, Anthony	1,777.86	1,777.86	0.00
11978	<input type="checkbox"/> Reg	07/29/2022	6051	Baca, Jessica	1,190.42	1,190.42	0.00
11979	<input type="checkbox"/> Reg	07/29/2022	4752	Baca, Rebecca	1,846.67	1,846.67	0.00
11980	<input type="checkbox"/> Reg	07/29/2022	3297	Barela, Joe	1,379.32	1,379.32	0.00
11981	<input type="checkbox"/> Reg	07/29/2022	3961	Barreras, Victoria	2,114.85	2,114.85	0.00
11982	<input type="checkbox"/> Reg	07/29/2022	4950	Benavidez, Francisco	1,730.14	1,730.14	0.00
11983	<input type="checkbox"/> Reg	07/29/2022	4666	Benavidez, Julie	1,239.68	1,239.68	0.00
11984	<input type="checkbox"/> Reg	07/29/2022	05091	Bencomo, Miguel	1,475.24	1,475.24	0.00
11985	<input type="checkbox"/> Reg	07/29/2022	4661	Castillo, Matthew	2,031.40	2,031.40	0.00
11986	<input type="checkbox"/> Reg	07/29/2022	4319	Cole, Marinda	1,389.27	1,389.27	0.00
11987	<input type="checkbox"/> Reg	07/29/2022	5034	Contreras, Ezequiel	1,770.88	1,770.88	0.00
11988	<input type="checkbox"/> Reg	07/29/2022	4123	Crespin, Jordan	1,716.08	1,716.08	0.00
11989	<input type="checkbox"/> Reg	07/29/2022	4125	DeAnda, Delilah	1,020.52	1,020.52	0.00
11990	<input type="checkbox"/> Reg	07/29/2022	5077	Drake, Brian	1,179.14	1,179.14	0.00
11991	<input type="checkbox"/> Reg	07/29/2022	4477	Duran, Ricardo	1,823.49	1,823.49	0.00
11992	<input type="checkbox"/> Reg	07/29/2022	4660	Espindola, Salvador	2,366.63	2,366.63	0.00
11993	<input type="checkbox"/> Reg	07/29/2022	3705	Espinoza, Gerald	2,067.49	2,067.49	0.00
11994	<input type="checkbox"/> Reg	07/29/2022	5190	Felix, Kevin	1,493.74	1,493.74	0.00
11995	<input type="checkbox"/> Reg	07/29/2022	3570	Garcia, Jonathan	1,567.59	1,567.59	0.00
11996	<input type="checkbox"/> Reg	07/29/2022	3910	Garley, Derrick	1,917.24	1,917.24	0.00
11997	<input type="checkbox"/> Reg	07/29/2022	4189	Gonzales, Melvin	1,814.89	1,814.89	0.00
11998	<input type="checkbox"/> Reg	07/29/2022	4407	Gonzales, Virginia	1,371.43	1,371.43	0.00
11999	<input type="checkbox"/> Reg	07/29/2022	3309	Gutierrez, Randy	2,534.18	2,534.18	0.00
12000	<input type="checkbox"/> Reg	07/29/2022	3955	Henson, Jerry	1,758.98	1,758.98	0.00
12001	<input type="checkbox"/> Reg	07/29/2022	3041	Heredia, Jesus	1,943.06	1,943.06	0.00
12002	<input type="checkbox"/> Reg	07/29/2022	5074	Heustis, Sonya	1,011.76	1,011.76	0.00
12003	<input type="checkbox"/> Reg	07/29/2022	4388	Holguin, Armando	1,783.37	1,783.37	0.00
12004	<input type="checkbox"/> Reg	07/29/2022	4199	Jaramillo, Dominic	1,715.10	1,715.10	0.00
12005	<input type="checkbox"/> Reg	07/29/2022	4478	Lopez, Susan	1,965.19	1,965.19	0.00
12006	<input type="checkbox"/> Reg	07/29/2022	4654	Lozoya, Victor	2,082.19	2,082.19	0.00
12007	<input type="checkbox"/> Reg	07/29/2022	4720	Macstas, Brianna	1,077.38	1,077.38	0.00
12008	<input type="checkbox"/> Reg	07/29/2022	3704	Marquez, Dorothy	1,150.19	1,150.19	0.00
12009	<input type="checkbox"/> Reg	07/29/2022	5069	Molina, Andy	1,730.82	1,730.82	0.00
12010	<input type="checkbox"/> Reg	07/29/2022	4917	Molina, Sergio	1,613.98	1,613.98	0.00
12011	<input type="checkbox"/> Reg	07/29/2022	5070	Montoya, Tiffany	964.51	964.51	0.00
12012	<input type="checkbox"/> Reg	07/29/2022	05092	Nanez, Juan	1,618.29	1,618.29	0.00
12013	<input type="checkbox"/> Reg	07/29/2022	4658	Navarro, Marisol	2,410.43	2,410.43	0.00
12014	<input type="checkbox"/> Reg	07/29/2022	3073	Nevarez, Andres	1,548.56	1,548.56	0.00
12015	<input type="checkbox"/> Reg	07/29/2022	3867	Nunez, Geovanie	1,702.82	1,702.82	0.00
12016	<input type="checkbox"/> Reg	07/29/2022	4716	Olguin, Jeremy	1,746.90	1,746.90	0.00

Run Date: 07/28/22  
Run Time: 4:31 PM

Account  
Check/Voucher

99999999  
11954 To 12016

## Check Register

## VALENCIA COUNTY

Company (A590)

Check Date: 07/29/2022  
 Pay Period: 07/11/2022 to 07/24/2022  
 Process: 2022072901

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Bank Account 99999999	Transit Number 107006813	Bank Name BANK OF THE WEST, LOS LUNAS, NM	Description Primary Account				
Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
12017	<input type="checkbox"/> Reg	07/29/2022	4892	Ortega Gonzalez, Marline	2,434.44	2,434.44	0.00
12018	<input type="checkbox"/> Reg	07/29/2022	4620	Perea, Jesse	1,976.64	1,976.64	0.00
12019	<input type="checkbox"/> Reg	07/29/2022	AMR	Ramsey, Abby	1,422.74	1,422.74	0.00
12020	<input type="checkbox"/> Reg	07/29/2022	4617	Saenz, Yasmin	1,646.43	1,646.43	0.00
12021	<input type="checkbox"/> Reg	07/29/2022	4334	Sais, Rudy	1,440.73	1,440.73	0.00
12022	<input type="checkbox"/> Reg	07/29/2022	4850	Saiz, Krystal	1,861.39	1,861.39	0.00
12023	<input type="checkbox"/> Reg	07/29/2022	4494	Shoemake Martinez, Jordan	1,154.19	1,154.19	0.00
12024	<input type="checkbox"/> Reg	07/29/2022	5024	Silva, Joshua	1,825.74	1,825.74	0.00
12025	<input type="checkbox"/> Reg	07/29/2022	2897	Telles, Mike	1,385.97	1,385.97	0.00
12026	<input type="checkbox"/> Reg	07/29/2022	3161	Tena Jr, Felipe	1,291.61	1,291.61	0.00
12027	<input type="checkbox"/> Reg	07/29/2022	4937	Tenorio, Donna	955.53	955.53	0.00
12028	<input type="checkbox"/> Reg	07/29/2022	2890	Trujillo, Daniel	1,772.57	1,772.57	0.00
12029	<input type="checkbox"/> Reg	07/29/2022	3865	Vaisa, Zechariah	1,552.38	1,552.38	0.00
12030	<input type="checkbox"/> Reg	07/29/2022	4135	Cordova, Frankie	1,591.12	1,591.12	0.00
12031	<input type="checkbox"/> Reg	07/29/2022	4544	Hernandez, Anthony	1,007.58	1,007.58	0.00
12032	<input type="checkbox"/> Reg	07/29/2022	4785	Lawson, Michael	986.58	986.58	0.00
12033	<input type="checkbox"/> Reg	07/29/2022	3619	Maldonado, Francisco	1,203.06	1,203.06	0.00
12034	<input type="checkbox"/> Reg	07/29/2022	3628	Martinez, Angelo	938.40	938.40	0.00
12035	<input type="checkbox"/> Reg	07/29/2022	3627	Martinez, Elaina	879.30	879.30	0.00
12036	<input type="checkbox"/> Reg	07/29/2022	4898	BUSTILLOS, DAVID	605.28	605.28	0.00
12037	<input type="checkbox"/> Reg	07/29/2022	4349	Cummings, Donald	667.06	667.06	0.00
12038	<input type="checkbox"/> Reg	07/29/2022	4606	Montano, Guadalupe	806.71	806.71	0.00
12039	<input type="checkbox"/> Reg	07/29/2022	4838	Dominguez, Selina	741.32	741.32	0.00
12040	<input type="checkbox"/> Reg	07/29/2022	4801	Esquivel, Javier	453.69	453.69	0.00
12041	<input type="checkbox"/> Reg	07/29/2022	4853	Lechuga, Theresa	487.99	487.99	0.00
12042	<input type="checkbox"/> Reg	07/29/2022	4627	Miller, Carrie	240.00	240.00	0.00
12043	<input type="checkbox"/> Reg	07/29/2022	3444	Monell, Lourdes	656.43	656.43	0.00
12044	<input type="checkbox"/> Reg	07/29/2022	4583	Montano, Raymund	511.91	511.91	0.00
12045	<input type="checkbox"/> Reg	07/29/2022	3670	Smith, Emile	650.40	650.40	0.00
12046	<input type="checkbox"/> Reg	07/29/2022	3441	Chavez, Aurora	1,939.09	1,939.09	0.00
12047	<input type="checkbox"/> Reg	07/29/2022	5021	McBain, Johnnie	1,238.04	1,238.04	0.00
12048	<input type="checkbox"/> Reg	07/29/2022	4711	Romero, Beverly	2,010.62	2,010.62	0.00
12049	<input type="checkbox"/> Reg	07/29/2022	5027	Romero, Danielle	953.22	953.22	0.00
12050	<input type="checkbox"/> Reg	07/29/2022	5037	Torres, Marcus	1,011.54	1,011.54	0.00
12051	<input type="checkbox"/> Reg	07/29/2022	2526	Trevino, Kathy	717.58	717.58	0.00
12052	<input type="checkbox"/> Reg	07/29/2022	5076	Vallejos, Dawnelle	1,064.82	1,064.82	0.00
12053	<input type="checkbox"/> Reg	07/29/2022	3699	Blanton, Jessica	1,637.33	1,637.33	0.00
12054	<input type="checkbox"/> Reg	07/29/2022	4485	Dittmaier, Celia	1,830.13	1,830.13	0.00
12055	<input type="checkbox"/> Reg	07/29/2022	4940	Milam, Mike	2,105.25	2,105.25	0.00
12056	<input type="checkbox"/> Reg	07/29/2022	5099	Rascon, Sarah	1,083.00	1,083.00	0.00
12057	<input type="checkbox"/> Reg	07/29/2022	1794	Salas-Vega, Sheryl	1,201.76	1,201.76	0.00
12058	<input type="checkbox"/> Reg	07/29/2022	4775	Anchondo, Jessie	1,098.71	1,098.71	0.00
12059	<input type="checkbox"/> Reg	07/29/2022	4710	Baca, Ryan	1,991.37	1,991.37	0.00
12060	<input type="checkbox"/> Reg	07/29/2022	5073	Brown, William	1,043.84	1,043.84	0.00
12061	<input type="checkbox"/> Reg	07/29/2022	5016	Jojola, Patrick	1,164.85	1,164.85	0.00
12062	<input type="checkbox"/> Reg	07/29/2022	3819	Luna, Paul	1,365.95	1,365.95	0.00
12063	<input type="checkbox"/> Reg	07/29/2022	4623	Nevarez, Cindy	1,042.17	1,042.17	0.00
12064	<input type="checkbox"/> Reg	07/29/2022	05093	Ortiz, Paul	1,043.84	1,043.84	0.00
12065	<input type="checkbox"/> Reg	07/29/2022	4386	Romero, Jerrie	932.53	932.53	0.00
12066	<input type="checkbox"/> Reg	07/29/2022	4888	Saiz, Ronald	1,095.10	1,095.10	0.00
12067	<input type="checkbox"/> Reg	07/29/2022	5080	Ammons, Jessica	1,206.49	1,206.49	0.00
12068	<input type="checkbox"/> Reg	07/29/2022	4889	Armstrong, Lichelle	1,852.13	1,852.13	0.00
12069	<input type="checkbox"/> Reg	07/29/2022	4414	Monette, Daniel	3,622.42	3,622.42	0.00
12070	<input type="checkbox"/> Reg	07/29/2022	4133	Aragon, Jhonathan	920.70	920.70	0.00
12071	<input type="checkbox"/> Reg	07/29/2022	4939	Bizzell, Joseph	720.70	720.70	0.00
12072	<input type="checkbox"/> Reg	07/29/2022	4322	Hyder, David	968.62	968.62	0.00
12073	<input type="checkbox"/> Reg	07/29/2022	4932	Richardson, Troy	989.24	989.24	0.00
12074	<input type="checkbox"/> Reg	07/29/2022	4713	Saiz, Gerard	759.09	759.09	0.00
12075	<input type="checkbox"/> Reg	07/29/2022	4442	Bell, Beatrice	1,096.56	1,096.56	0.00
12076	<input type="checkbox"/> Reg	07/29/2022	5198	Gonzalez, Rosario	1,049.86	1,049.86	0.00
12077	<input type="checkbox"/> Reg	07/29/2022	2490	Kaneshiro, Kendra	1,347.26	1,347.26	0.00
12078	<input type="checkbox"/> Reg	07/29/2022	5030	Lovato, Savannah	979.74	979.74	0.00
12079	<input type="checkbox"/> Reg	07/29/2022	4856	NICOLITZ, AMANDA	1,069.50	1,069.50	0.00
12080	<input type="checkbox"/> Reg	07/29/2022	4497	Schmidt, Russell	1,830.13	1,830.13	0.00
12081	<input type="checkbox"/> Reg	07/29/2022	4532	Sichler, Deseri	2,112.69	2,112.69	0.00

Run Date: 07/28/22  
 Run Time: 4:31 PM

Account  
 Check/Voucher

99999999  
 12017 To 12081

## Check Register

## VALENCIA COUNTY

Company (A590)

Check Date: 07/29/2022

Pay Period: 07/11/2022 to 07/24/2022

Process: 2022072901

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Bank Account	Transit Number	Bank Name	Description				
99999999	107006813	BANK OF THE WEST, LOS LUNAS, NM	Primary Account				
Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
12082	<input type="checkbox"/> Reg	07/29/2022	5055	Ulibarri, Johnnie	1,089.77	1,089.77	0.00
12083	<input type="checkbox"/> Reg	07/29/2022	05095	Wimberly, Shell	962.80	962.80	0.00
12084	<input type="checkbox"/> Reg	07/29/2022	3672	Aragon, Carlos	1,121.41	1,121.41	0.00
12085	<input type="checkbox"/> Reg	07/29/2022	4176	Teague, Candace	1,428.87	1,428.87	0.00
12086	<input type="checkbox"/> Reg	07/29/2022	4944	Willis, Tyler	1,031.85	1,031.85	0.00
12087	<input type="checkbox"/> Reg	07/29/2022	4692	Gillen, Sarah	1,521.15	1,521.15	0.00
12088	<input type="checkbox"/> Reg	07/29/2022	3644	Barr, Robert	1,175.32	1,175.32	0.00
12089	<input type="checkbox"/> Reg	07/29/2022	2675	Davis, Casey	1,645.65	1,645.65	0.00
12090	<input type="checkbox"/> Reg	07/29/2022	4762	Gentry, Keith	2,015.68	2,015.68	0.00
12091	<input type="checkbox"/> Reg	07/29/2022	3553	Gonzales, Jaime	1,734.71	1,734.71	0.00
12092	<input type="checkbox"/> Reg	07/29/2022	4077	Griego, Gabriel	1,145.11	1,145.11	0.00
12093	<input type="checkbox"/> Reg	07/29/2022	5067	Kuziel, Joseph	1,960.70	1,960.70	0.00
12094	<input type="checkbox"/> Reg	07/29/2022	4270	Lopez, Christopher	1,206.55	1,206.55	0.00
12095	<input type="checkbox"/> Reg	07/29/2022	5058	Propp, Matthew	1,345.46	1,345.46	0.00
12096	<input type="checkbox"/> Reg	07/29/2022	3959	Rael, Christopher	1,468.92	1,468.92	0.00
12097	<input type="checkbox"/> Reg	07/29/2022	4590	Regalado, Avelino	2,452.28	2,452.28	0.00
12098	<input type="checkbox"/> Reg	07/29/2022	3873	Tarry, Norma	1,173.02	1,173.02	0.00
12099	<input type="checkbox"/> Reg	07/29/2022	4800	Trejo Razcon, Giliadrian	1,228.10	1,228.10	0.00
12100	<input type="checkbox"/> Reg	07/29/2022	3446	Vargas Fleming, Jerrett	861.66	861.66	0.00
12101	<input type="checkbox"/> Reg	07/29/2022	6053	Gomez Jr, Noe	992.74	992.74	0.00
12102	<input type="checkbox"/> Reg	07/29/2022	5096	Grassham, John	1,509.89	1,509.89	0.00
12103	<input type="checkbox"/> Reg	07/29/2022	5038	Spikes, Desmond	1,347.13	1,347.13	0.00
12104	<input type="checkbox"/> Reg	07/29/2022	5098	Taylor, Shaun	1,073.46	1,073.46	0.00
12105	<input type="checkbox"/> Reg	07/29/2022	4422	Walmsley, Antionette	1,210.63	1,210.63	0.00
12106	<input type="checkbox"/> Reg	07/29/2022	4597	Barrera, Denisse	3,747.37	3,747.37	0.00
12107	<input type="checkbox"/> Reg	07/29/2022	5079	Knight, Danny	1,162.11	1,162.11	0.00
12108	<input type="checkbox"/> Reg	07/29/2022	4543	Trujillo, Loretta	2,917.94	2,917.94	0.00
12109	<input type="checkbox"/> Reg	07/29/2022	4798	Wallace, Sarah	1,105.78	1,105.78	0.00
12110	<input type="checkbox"/> Reg	07/29/2022	5004	Wells Jr, Donald	741.01	741.01	0.00
12111	<input type="checkbox"/> Reg	07/29/2022	4855	ZUNI, JOSHUA	1,735.61	1,735.61	0.00
12112	<input type="checkbox"/> Reg	07/29/2022	4947A	Bazen, Roland	1,630.34	1,630.34	0.00
12113	<input type="checkbox"/> Reg	07/29/2022	3816	Navarro, Rudy	1,213.43	1,213.43	0.00
12114	<input type="checkbox"/> Reg	07/29/2022	3365	Sanchez, Gerald	1,328.72	1,328.72	0.00
12115	<input type="checkbox"/> Reg	07/29/2022	3828	Martinez, Lindsay	2,354.92	2,354.92	0.00
12116	<input type="checkbox"/> Reg	07/29/2022	2480	Montoya, Orlando	3,001.02	3,001.02	0.00
12117	<input type="checkbox"/> Reg	07/29/2022	4378	Garcia, Maria	2,282.46	2,282.46	0.00
12118	<input type="checkbox"/> Reg	07/29/2022	4799	Conner, Roby	1,281.77	1,281.77	0.00
12119	<input type="checkbox"/> Reg	07/29/2022	4848	Contreras, Matthew	1,648.38	1,648.38	0.00
12120	<input type="checkbox"/> Reg	07/29/2022	5023	Lalonde, Zachary	1,242.80	1,242.80	0.00
12121	<input type="checkbox"/> Reg	07/29/2022	4536	Mast, Tesa	1,976.75	1,976.75	0.00
12122	<input type="checkbox"/> Reg	07/29/2022	1356	Benavidez-Navarro, Renee	917.06	917.06	0.00
12123	<input type="checkbox"/> Reg	07/29/2022	5082	Brown, Morgan	657.79	657.79	0.00
12124	<input type="checkbox"/> Reg	07/29/2022	4426	Christie, Deborah	618.10	618.10	0.00
12125	<input type="checkbox"/> Reg	07/29/2022	4718	Espana, Beverly	362.54	362.54	0.00
12126	<input type="checkbox"/> Reg	07/29/2022	4580	Gonzales, Nancy	2,319.95	2,319.95	0.00
12127	<input type="checkbox"/> Reg	07/29/2022	4596	Kerr, Sarah	737.98	737.98	0.00
12128	<input type="checkbox"/> Reg	07/29/2022	5026	Kerr, William	678.22	678.22	0.00
12129	<input type="checkbox"/> Reg	07/29/2022	4958	Lane, Steven	417.59	417.59	0.00
12130	<input type="checkbox"/> Reg	07/29/2022	4707	Martinez, Melissa	859.52	859.52	0.00
12131	<input type="checkbox"/> Reg	07/29/2022	4905	Romero, Maryann	421.38	421.38	0.00
12132	<input type="checkbox"/> Reg	07/29/2022	5075	Wallace, Wendy	776.63	776.63	0.00
12133	<input type="checkbox"/> Reg	07/29/2022	3863	Barron, John	1,101.28	1,101.28	0.00
12134	<input type="checkbox"/> Reg	07/29/2022	3923	Barron, Johnny	1,083.70	1,083.70	0.00
12135	<input type="checkbox"/> Reg	07/29/2022	2650	Benavidez, Adelina	2,234.91	2,234.91	0.00
12136	<input type="checkbox"/> Reg	07/29/2022	4746	Caraveo-Garcia, Mario	1,160.72	1,160.72	0.00
12137	<input type="checkbox"/> Reg	07/29/2022	2989	Curliss, Walter	1,089.97	1,089.97	0.00
12138	<input type="checkbox"/> Reg	07/29/2022	3624	Gallegos, Robert	1,215.62	1,215.62	0.00
12139	<input type="checkbox"/> Reg	07/29/2022	4145	Garcia, Ryan	1,039.04	1,039.04	0.00
12140	<input type="checkbox"/> Reg	07/29/2022	309	Griego, Louie	1,765.29	1,765.29	0.00
12141	<input type="checkbox"/> Reg	07/29/2022	4962	Jaramillo, Darius	945.24	945.24	0.00
12142	<input type="checkbox"/> Reg	07/29/2022	4909	Maestas Jr, Gilbert	908.75	908.75	0.00
12143	<input type="checkbox"/> Reg	07/29/2022	3795	Maez, Peter	1,088.64	1,088.64	0.00
12144	<input type="checkbox"/> Reg	07/29/2022	4961	Olivas, Alex	1,152.95	1,152.95	0.00
12145	<input type="checkbox"/> Reg	07/29/2022	3691	Saiz, Andrew	1,168.30	1,168.30	0.00
12146	<input type="checkbox"/> Reg	07/29/2022	4745	Sandoval, Leo	959.22	959.22	0.00

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Bank Account	Transit Number	Bank Name	Description	Primary Account			
99999999	107006813	BANK OF THE WEST, LOS LUNAS, NM					
Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
12147	<input type="checkbox"/> Reg	07/29/2022	3684	Sandoval, Ruben	877.23	877.23	0.00
12148	<input type="checkbox"/> Reg	07/29/2022	4753	Silva, Jeremias	2,304.94	2,304.94	0.00
12149	<input type="checkbox"/> Reg	07/29/2022	4854	Silva, Shawnasse	1,894.10	1,894.10	0.00
12150	<input type="checkbox"/> Reg	07/29/2022	4389	Villalobos, Carlos	1,100.34	1,100.34	0.00
12151	<input type="checkbox"/> Reg	07/29/2022	6032	Baca, Caitlyn	407.79	407.79	0.00
12152	<input type="checkbox"/> Reg	07/29/2022	6036	Barta, Emma	407.79	407.79	0.00
12153	<input type="checkbox"/> Reg	07/29/2022	6012	Leyba, Mareyli	407.79	407.79	0.00
12154	<input type="checkbox"/> Reg	07/29/2022	6050	Shain, Kadin	1,508.23	1,508.23	0.00
12155	<input type="checkbox"/> Reg	07/29/2022	4434	Alderete, Peter	2,409.06	2,409.06	0.00
12156	<input type="checkbox"/> Reg	07/29/2022	4406	Aragon, Martin	1,617.60	1,617.60	0.00
12157	<input type="checkbox"/> Reg	07/29/2022	4559	Archibeque, Juliana	895.64	895.64	0.00
12158	<input type="checkbox"/> Reg	07/29/2022	4951	Baca, Joshua	1,331.91	1,331.91	0.00
12159	<input type="checkbox"/> Reg	07/29/2022	4505	Baca, Porfie	2,004.11	2,004.11	0.00
12160	<input type="checkbox"/> Reg	07/29/2022	4608	Barela, Daniel	1,755.01	1,755.01	0.00
12161	<input type="checkbox"/> Reg	07/29/2022	4416	Brown, Kenneth	1,901.75	1,901.75	0.00
12162	<input type="checkbox"/> Reg	07/29/2022	5028	Burbank, Joshua	1,639.69	1,639.69	0.00
12163	<input type="checkbox"/> Reg	07/29/2022	4906	Carmona Jr, Raymond	1,043.84	1,043.84	0.00
12164	<input type="checkbox"/> Reg	07/29/2022	4286	Carter, Melanie	1,118.70	1,118.70	0.00
12165	<input type="checkbox"/> Reg	07/29/2022	4643	Chavez, Anthony	1,451.38	1,451.38	0.00
12166	<input type="checkbox"/> Reg	07/29/2022	3693	Chavez, Gerald	1,471.11	1,471.11	0.00
12167	<input type="checkbox"/> Reg	07/29/2022	LC	Chavez, Lucas	1,431.54	1,431.54	0.00
12168	<input type="checkbox"/> Reg	07/29/2022	4586	Chavez, Victor	2,527.80	2,527.80	0.00
12169	<input type="checkbox"/> Reg	07/29/2022	4574	Contreras, Charles	1,122.44	1,122.44	0.00
12170	<input type="checkbox"/> Reg	07/29/2022	5189	Cooke, Chris	1,483.99	1,483.99	0.00
12171	<input type="checkbox"/> Reg	07/29/2022	4547	Devargas, Fabian	1,543.02	1,543.02	0.00
12172	<input type="checkbox"/> Reg	07/29/2022	3969	Duran, Victor	2,101.72	2,101.72	0.00
12173	<input type="checkbox"/> Reg	07/29/2022	4626	Erives, Edgar	86.54	86.54	0.00
12174	<input type="checkbox"/> Reg	07/29/2022	3053	Espinoza, Curtis	2,557.97	2,557.97	0.00
12175	<input type="checkbox"/> Reg	07/29/2022	5094	Gabaldon, Christopher	1,024.95	1,024.95	0.00
12176	<input type="checkbox"/> Reg	07/29/2022	2841	Giron, John	2,338.70	2,338.70	0.00
12177	<input type="checkbox"/> Reg	07/29/2022	4714	Gray, Jennifer	1,330.57	1,330.57	0.00
12178	<input type="checkbox"/> Reg	07/29/2022	3823	Hall, Stephen	2,504.64	2,504.64	0.00
12179	<input type="checkbox"/> Reg	07/29/2022	4742	Hernandez, Anthony	1,910.01	1,910.01	0.00
12180	<input type="checkbox"/> Reg	07/29/2022	4795	Hernandez, Marcos	2,939.99	2,939.99	0.00
12181	<input type="checkbox"/> Reg	07/29/2022	4646	Houston, Bryce	1,717.60	1,717.60	0.00
12182	<input type="checkbox"/> Reg	07/29/2022	3630	Kanyuck, North	2,424.50	2,424.50	0.00
12183	<input type="checkbox"/> Reg	07/29/2022	4468	Lankasky, Benjamin	1,839.12	1,839.12	0.00
12184	<input type="checkbox"/> Reg	07/29/2022	4754	Lujan, Brandon	1,699.67	1,699.67	0.00
12185	<input type="checkbox"/> Reg	07/29/2022	4860	Lyle, Nicholas	1,998.19	1,998.19	0.00
12186	<input type="checkbox"/> Reg	07/29/2022	4451	Martinez, Ashley	1,950.56	1,950.56	0.00
12187	<input type="checkbox"/> Reg	07/29/2022	3913	Martinez, Benceslado	1,933.00	1,933.00	0.00
12188	<input type="checkbox"/> Reg	07/29/2022	4288	Martinez, Donna	1,540.27	1,540.27	0.00
12189	<input type="checkbox"/> Reg	07/29/2022	5071	Maycumber, Cody	1,776.84	1,776.84	0.00
12190	<input type="checkbox"/> Reg	07/29/2022	4878	Melton, Weylin	1,672.48	1,672.48	0.00
12191	<input type="checkbox"/> Reg	07/29/2022	4901	Meo II, Craig	1,906.42	1,906.42	0.00
12192	<input type="checkbox"/> Reg	07/29/2022	4949	Montano Jr, Alan	1,289.30	1,289.30	0.00
12193	<input type="checkbox"/> Reg	07/29/2022	4877	Mora, Marcus	1,190.95	1,190.95	0.00
12194	<input type="checkbox"/> Reg	07/29/2022	4858	Myrick, Nicholas	1,688.09	1,688.09	0.00
12195	<input type="checkbox"/> Reg	07/29/2022	2419	Noah, Jeffrey	2,033.26	2,033.26	0.00
12196	<input type="checkbox"/> Reg	07/29/2022	4409	Pearson, Courtmie	1,226.56	1,226.56	0.00
12197	<input type="checkbox"/> Reg	07/29/2022	4358	Pearson, Rashad	1,935.00	1,935.00	0.00
12198	<input type="checkbox"/> Reg	07/29/2022	4796	Richards, Amanda	1,973.62	1,973.62	0.00
12199	<input type="checkbox"/> Reg	07/29/2022	4140	Rowland, Joseph	2,333.18	2,333.18	0.00
12200	<input type="checkbox"/> Reg	07/29/2022	4347	Sacomani, Cheyanne	1,745.20	1,745.20	0.00
12201	<input type="checkbox"/> Reg	07/29/2022	4739	Sandoval, Juan	1,676.09	1,676.09	0.00
12202	<input type="checkbox"/> Reg	07/29/2022	4504	Savedra, Victor	2,857.25	2,857.25	0.00
12203	<input type="checkbox"/> Reg	07/29/2022	4866	Skinner, Troy	1,855.13	1,855.13	0.00
12204	<input type="checkbox"/> Reg	07/29/2022	5095	Tarin, Marie	979.31	979.31	0.00
12205	<input type="checkbox"/> Reg	07/29/2022	4764	Townsend, Jacob	561.43	561.43	0.00
12206	<input type="checkbox"/> Reg	07/29/2022	4609	Vega, Kevin	2,074.16	2,074.16	0.00
12207	<input type="checkbox"/> Reg	07/29/2022	4722	Vega-Quinonez, Damaris	990.75	990.75	0.00
12208	<input type="checkbox"/> Reg	07/29/2022	4405	Vigil, Denise	2,327.01	2,327.01	0.00
12209	<input type="checkbox"/> Reg	07/29/2022	4704	Waquie, Corbin	1,660.68	1,660.68	0.00
12210	<input type="checkbox"/> Reg	07/29/2022	4139	Zilink, David	2,993.91	2,993.91	0.00
12211	<input type="checkbox"/> Reg	07/29/2022	4835	Beltran, Jasmine	1,346.44	1,346.44	0.00

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## Check Register

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Bank Account	Transit Number	Bank Name	Description	Primary Account			
99999999	107006813	BANK OF THE WEST, LOS LUNAS, NM					
Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
12212	<input type="checkbox"/> Reg	07/29/2022	5072	Navarrete, Trent	415.02	415.02	0.00
12213	<input type="checkbox"/> Reg	07/29/2022	4346	Saiz, Jeanette	1,461.71	1,461.71	0.00
12214	<input type="checkbox"/> Reg	07/29/2022	2152	Shiplet, Richard	1,486.57	1,486.57	0.00
12215	<input type="checkbox"/> Reg	07/29/2022	4768	Chester, David	969.73	969.73	0.00
12216	<input type="checkbox"/> Reg	07/29/2022	4845	Hernandez, Ashley	1,041.11	1,041.11	0.00
12217	<input type="checkbox"/> Reg	07/29/2022	4444	Marchi, Anna	1,432.16	1,432.16	0.00
12218	<input type="checkbox"/> Reg	07/29/2022	4662	Munetones, Luis	1,099.23	1,099.23	0.00
12219	<input type="checkbox"/> Reg	07/29/2022	3790	Trujillo, Danielle	1,355.59	1,355.59	0.00
12220	<input type="checkbox"/> Reg	07/29/2022	3005	Valdez, Sophia	1,295.45	1,295.45	0.00
12221	<input type="checkbox"/> Reg	07/29/2022	4749	Worling, Kobi	1,691.93	1,691.93	0.00
107815	<input type="checkbox"/> Reg	07/29/2022	4273	Tafoya, Kathryn	504.53	0.00	504.53
107816	<input type="checkbox"/> Reg	07/29/2022	4391	Rael, Ernest	1,349.31	0.00	1,349.31
107817	<input type="checkbox"/> Reg	07/29/2022	4424	Guerrero, Daniel	1,191.91	0.00	1,191.91
107818	<input type="checkbox"/> Reg	07/29/2022	6030	Aguilar, Faith	407.79	0.00	407.79
107819	<input type="checkbox"/> Reg	07/29/2022	6027	Altobello, Abby	439.06	0.00	439.06
107820	<input type="checkbox"/> Reg	07/29/2022	6028	Altobello, Daniel	341.46	0.00	341.46
107821	<input type="checkbox"/> Reg	07/29/2022	6026	Blanton, Chloe	407.79	0.00	407.79
107822	<input type="checkbox"/> Reg	07/29/2022	6021	Caldwell, Christian	407.79	0.00	407.79
107823	<input type="checkbox"/> Reg	07/29/2022	6018	Chavez, Aidan	407.79	0.00	407.79
107824	<input type="checkbox"/> Reg	07/29/2022	6008	Collins, Analicia	369.38	0.00	369.38
107825	<input type="checkbox"/> Reg	07/29/2022	6049	Cordova, Elena	335.49	0.00	335.49
107826	<input type="checkbox"/> Reg	07/29/2022	6006	Cordova Gallegos, Santiago	407.79	0.00	407.79
107827	<input type="checkbox"/> Reg	07/29/2022	6031	Darst, Lucy	388.73	0.00	388.73
107828	<input type="checkbox"/> Reg	07/29/2022	6016	De La cruz, Celina	407.79	0.00	407.79
107829	<input type="checkbox"/> Reg	07/29/2022	6014	De La Cruz, Daniel	407.79	0.00	407.79
107830	<input type="checkbox"/> Reg	07/29/2022	6020	Enriquez, Fernando	407.79	0.00	407.79
107831	<input type="checkbox"/> Reg	07/29/2022	6037	Garcia, Savana	407.79	0.00	407.79
107832	<input type="checkbox"/> Reg	07/29/2022	6040	Giron, Justice	407.79	0.00	407.79
107833	<input type="checkbox"/> Reg	07/29/2022	4975	Gomez, Andrew	330.66	0.00	330.66
107834	<input type="checkbox"/> Reg	07/29/2022	6011	Griego, Geleio	311.30	0.00	311.30
107835	<input type="checkbox"/> Reg	07/29/2022	6042	Jaramillo, Dominique	373.81	0.00	373.81
107836	<input type="checkbox"/> Reg	07/29/2022	6010	Jaramillo, Nevach	407.79	0.00	407.79
107837	<input type="checkbox"/> Reg	07/29/2022	6007	Killinger, Sydney	272.60	0.00	272.60
107838	<input type="checkbox"/> Reg	07/29/2022	6048	Lafayette, Holly	407.79	0.00	407.79
107839	<input type="checkbox"/> Reg	07/29/2022	4984	Lucero, Isabella	407.79	0.00	407.79
107840	<input type="checkbox"/> Reg	07/29/2022	6024	Maez, Genevieve	214.37	0.00	214.37
107841	<input type="checkbox"/> Reg	07/29/2022	6029	Maldonado, Tony	407.79	0.00	407.79
107842	<input type="checkbox"/> Reg	07/29/2022	6015	Martinez, Aidan	214.37	0.00	214.37
107843	<input type="checkbox"/> Reg	07/29/2022	6013	Perez, Janet	439.06	0.00	439.06
107844	<input type="checkbox"/> Reg	07/29/2022	6019	Porter, Karsen	407.79	0.00	407.79
107845	<input type="checkbox"/> Reg	07/29/2022	6003	Ramirez, Chloe	330.67	0.00	330.67
107846	<input type="checkbox"/> Reg	07/29/2022	6045	Rascon, Jaylynn	174.85	0.00	174.85
107847	<input type="checkbox"/> Reg	07/29/2022	6046	Riley, Kadence	369.36	0.00	369.36
107848	<input type="checkbox"/> Reg	07/29/2022	6047	Riley, Kyndra	369.36	0.00	369.36
107849	<input type="checkbox"/> Reg	07/29/2022	6035	Rios, Briz	439.06	0.00	439.06
107850	<input type="checkbox"/> Reg	07/29/2022	6034	Rios, Victoria	439.06	0.00	439.06
107851	<input type="checkbox"/> Reg	07/29/2022	6023	Rivera, Yessenia	439.06	0.00	439.06
107852	<input type="checkbox"/> Reg	07/29/2022	6041	Rodriguez, Isaiah	407.79	0.00	407.79
107853	<input type="checkbox"/> Reg	07/29/2022	6025	Salazar, Javier	407.79	0.00	407.79
107854	<input type="checkbox"/> Reg	07/29/2022	6038	Sanchez, Thomas	393.55	0.00	393.55
107855	<input type="checkbox"/> Reg	07/29/2022	4996	Sisneros, Isabella	407.79	0.00	407.79
107856	<input type="checkbox"/> Reg	07/29/2022	6022	Teague, Ashlyn	439.06	0.00	439.06
107857	<input type="checkbox"/> Reg	07/29/2022	6004	Ulbricht, Lily	330.66	0.00	330.66
107858	<input type="checkbox"/> Reg	07/29/2022	6039	Ulibarri, Sophia	407.79	0.00	407.79
107859	<input type="checkbox"/> Reg	07/29/2022	6009	Varela, Arturo	369.36	0.00	369.36
107860	<input type="checkbox"/> Reg	07/29/2022	6017	Vega, Eli	407.79	0.00	407.79
107861	<input type="checkbox"/> Reg	07/29/2022	4808	Lafave, Christopher	1,957.33	0.00	1,957.33
107862	<input type="checkbox"/> Reg	07/29/2022	4047	Askew, Jason	122.36	0.00	122.36
107863	<input type="checkbox"/> Reg	07/29/2022	4696	Belding, Christopher	615.99	0.00	615.99
107864	<input type="checkbox"/> Reg	07/29/2022	4945	Belding, Julianna	64.73	0.00	64.73
107865	<input type="checkbox"/> Reg	07/29/2022	4249	Berry, John	238.19	0.00	238.19
107866	<input type="checkbox"/> Reg	07/29/2022	4613	Berry, Michael	113.13	0.00	113.13
107867	<input type="checkbox"/> Reg	07/29/2022	5089	Bishop, Michael	265.69	0.00	265.69
107868	<input type="checkbox"/> Reg	07/29/2022	4515	Brawley, Mindy	1,146.94	0.00	1,146.94
107869	<input type="checkbox"/> Reg	07/29/2022	6151	Cardoza, Luis	32.32	0.00	32.32

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Bank Account 99999999	Transit Number 107006813	Bank Name BANK OF THE WEST, LOS LUNAS, NM	Description Primary Account				
Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
107870	<input type="checkbox"/> Reg	07/29/2022	3987	Carrillo, Ralph	290.13	0.00	290.13
107871	<input type="checkbox"/> Reg	07/29/2022	5090	Chavez, James	107.17	0.00	107.17
107872	<input type="checkbox"/> Reg	07/29/2022	4026	Crockett, Donna	491.08	0.00	491.08
107873	<input type="checkbox"/> Reg	07/29/2022	5091	Cunningham, Christie	347.95	0.00	347.95
107874	<input type="checkbox"/> Reg	07/29/2022	5017	Danemann, Jacob	73.83	0.00	73.83
107875	<input type="checkbox"/> Reg	07/29/2022	4784	Dietrich, Tristin	27.71	0.00	27.71
107876	<input type="checkbox"/> Reg	07/29/2022	4089	Duran, Matthew	387.92	0.00	387.92
107877	<input type="checkbox"/> Reg	07/29/2022	4088	Duran, Shana	134.41	0.00	134.41
107878	<input type="checkbox"/> Reg	07/29/2022	4369	Dworkin, Jason	592.70	0.00	592.70
107879	<input type="checkbox"/> Reg	07/29/2022	4761	Frandsen, Georgia	714.61	0.00	714.61
107880	<input type="checkbox"/> Reg	07/29/2022	5084	Fuentes-Diaz, Asael	103.85	0.00	103.85
107881	<input type="checkbox"/> Reg	07/29/2022	5093	Garcia, Isaac	447.21	0.00	447.21
107882	<input type="checkbox"/> Reg	07/29/2022	5018	Garcia, Jerod	157.87	0.00	157.87
107883	<input type="checkbox"/> Reg	07/29/2022	5063	Garcia, Marcanthony	95.03	0.00	95.03
107884	<input type="checkbox"/> Reg	07/29/2022	4809	Garcia Guevara, Isaac	36.94	0.00	36.94
107885	<input type="checkbox"/> Reg	07/29/2022	5062	Helvie, Alexander	164.97	0.00	164.97
107886	<input type="checkbox"/> Reg	07/29/2022	4268	Henson, Vanessa	45.50	0.00	45.50
107887	<input type="checkbox"/> Reg	07/29/2022	4947D	Higgins, Jacob	82.47	0.00	82.47
107888	<input type="checkbox"/> Reg	07/29/2022	4032	Hobbs, Edward	507.29	0.00	507.29
107889	<input type="checkbox"/> Reg	07/29/2022	4035	Hughes, Karen	543.17	0.00	543.17
107890	<input type="checkbox"/> Reg	07/29/2022	4170	Krammer, Desirae	128.90	0.00	128.90
107891	<input type="checkbox"/> Reg	07/29/2022	4171	Krammer, Steven	569.96	0.00	569.96
107892	<input type="checkbox"/> Reg	07/29/2022	4946	Langley, Hope	13.85	0.00	13.85
107893	<input type="checkbox"/> Reg	07/29/2022	4457	Langley, Mary	101.58	0.00	101.58
107894	<input type="checkbox"/> Reg	07/29/2022	4869	Loera, Irving	271.26	0.00	271.26
107895	<input type="checkbox"/> Reg	07/29/2022	4926A	Moreira, John	27.71	0.00	27.71
107896	<input type="checkbox"/> Reg	07/29/2022	6154	Morris, Stuart	9.23	0.00	9.23
107897	<input type="checkbox"/> Reg	07/29/2022	4874	Neal, Elaine	57.30	0.00	57.30
107898	<input type="checkbox"/> Reg	07/29/2022	4683	Neal, George	976.11	0.00	976.11
107899	<input type="checkbox"/> Reg	07/29/2022	4822	Nguyen, Thien	32.37	0.00	32.37
107900	<input type="checkbox"/> Reg	07/29/2022	6153	Norris, Matthew	39.43	0.00	39.43
107901	<input type="checkbox"/> Reg	07/29/2022	4598	Orozco, Marco	719.64	0.00	719.64
107902	<input type="checkbox"/> Reg	07/29/2022	5092	Peterson, Cole	361.03	0.00	361.03
107903	<input type="checkbox"/> Reg	07/29/2022	6152	Potter, Taylor	27.70	0.00	27.70
107904	<input type="checkbox"/> Reg	07/29/2022	5087	Reilly, Rex	557.11	0.00	557.11
107905	<input type="checkbox"/> Reg	07/29/2022	4694	Richardson, Damyon	831.56	0.00	831.56
107906	<input type="checkbox"/> Reg	07/29/2022	4780	Riley, Rhoda	612.04	0.00	612.04
107907	<input type="checkbox"/> Reg	07/29/2022	5088	Smith, Anare Henry	266.99	0.00	266.99
107908	<input type="checkbox"/> Reg	07/29/2022	5085	Song, Francis	350.43	0.00	350.43
107909	<input type="checkbox"/> Reg	07/29/2022	6155	Valdez, Sydney	9.23	0.00	9.23
107910	<input type="checkbox"/> Reg	07/29/2022	5013	Wong, Diana	34.62	0.00	34.62

**Totals for Payroll Checks** **364 Items** **417,105.94** **381,873.51** **35,232.43**

## Third Party and Misc Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
12226	<input type="checkbox"/> Transfer	07/27/2022	DirDep	Payroll Company	381,873.51	381,873.51	0.00
12227	<input type="checkbox"/> Transfer	07/27/2022	Tax	Payroll Company	76,003.64	76,003.64	0.00
12228	<input type="checkbox"/> Transfer	07/27/2022	Agency	Payroll Company	137,338.61	137,338.61	0.00
12229	<input type="checkbox"/> Transfer	07/27/2022	Billing	Payroll Company	1,713.24	1,713.24	0.00

**Totals for Third Party and Misc Checks** **4 Items** **596,929.00** **596,929.00**

## Totals for Account 99999999

Check Type	Count	Net Amount	Dir Dep	Net Check
Reg	364	417,105.94	381,873.51	35,232.43
Transfer	4	596,929.00	596,929.00	0.00
<b>Totals</b>	<b>368</b>	<b>632,161.43<sup>●</sup></b>	<b>596,929.00<sup>●</sup></b>	<b>35,232.43</b>

<sup>●</sup> Only the Net Check amounts for payroll checks are included in these totals. The Dir Dep amount is already included as part of the Transfers amount.

Run Date: 07/28/22  
Run Time: 4:31 PM

Account  
Check/Voucher

99999999  
107870 To 12229

**Check Register****VALENCIA COUNTY**

Company (A590)

Check Date: 07/29/2022

Pay Period: 07/11/2022 to 07/24/2022

Process: 2022072901

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7

**Account Totals**

Account	Count	Net Amount	Dir Dep	Net Check
99999999	368	632,161.43	596,929.00	35,232.43
<b>Totals</b>	<b>368</b>	<b>632,161.43</b>	<b>596,929.00</b>	<b>35,232.43</b>

Run Date: 07/28/22

Run Time: 4:31 PM

# Check Register

## VALENCIA COUNTY

Company (A590)

Check Date: 08/01/2022  
 Pay Period: 07/11/2022 to 07/24/2022  
 Process: 2022080101

Page  
1

Bank Account 99999999 Transit Number 107006813 Bank Name BANK OF THE WEST, LOS LUNAS, NM Description Primary Account

### Payroll Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
12230	<input type="checkbox"/> Reg	08/01/2022	4475	Hughes, Sammee	329.59	329.59	0.00
12231	<input type="checkbox"/> Reg	08/01/2022	4452	Serna-Bernard, Louisa	212.71	212.71	0.00

Totals for Payroll Checks 2 Items 542.30 542.30

### Third Party and Misc Checks

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
12233	<input type="checkbox"/> Transfer	07/28/2022	DirDep	Payroll Company	542.30	542.30	0.00
12234	<input type="checkbox"/> Transfer	07/28/2022	Tax	Payroll Company	17.98	17.98	0.00
12235	<input type="checkbox"/> Transfer	07/28/2022	Agency	Payroll Company	141.03	141.03	0.00
12236	<input type="checkbox"/> Transfer	07/28/2022	Billing	Payroll Company	87.69	87.69	0.00

Totals for Third Party and Misc Checks 4 Items 789.00 789.00

### Totals for Account 99999999

Check Type	Count	Net Amount	Dir Dep	Net Check
Reg	2	542.30	542.30	0.00
Transfer	4	789.00	789.00	0.00
Totals	6	789.00 <sup>●</sup>	789.00 <sup>●</sup>	0.00

● Only the Net Check amounts for payroll checks are included in these totals. The Dir Dep amount is already included as part of the Transfers amount.

### Account Totals

Account	Count	Net Amount	Dir Dep	Net Check
99999999	6	789.00	789.00	0.00
Totals	6	789.00	789.00	0.00

**Check Register****VALENCIA COUNTY**

Company (A590)

Check Date: 08/03/2022

Pay Period: 07/11/2022 to 07/24/2022

Process: 2022080301

Page

1

Bank Account

99999999

Transit Number

107006813

Bank Name

BANK OF THE WEST, LOS LUNAS, NM

Description

Primary Account

**Payroll Checks**

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
107911	<input type="checkbox"/> Reg	08/03/2022	4613	Berry, Michael	895.36	0.00	895.36

**Totals for Payroll Checks****1 Item****895.36****895.36****Third Party and Misc Checks**

Check/Voucher	Check Type	Check Date	Payable to Id	Name	Net Amount	Dir Dep	Net Check
12238	<input type="checkbox"/> Transfer	08/01/2022	Tax	Payroll Company	181.46	181.46	0.00
12239	<input type="checkbox"/> Transfer	08/01/2022	Billing	Payroll Company	61.06	61.06	0.00

**Totals for Third Party and Misc Checks****2 Items****242.52****242.52****Totals for Account 99999999**

Check Type	Count	Net Amount	Dir Dep	Net Check
Reg	1	895.36	0.00	895.36
Transfer	2	242.52	242.52	0.00
<b>Totals</b>	<b>3</b>	<b>1,137.88</b>	<b>242.52</b>	<b>895.36</b>

**Account Totals**

Account	Count	Net Amount	Dir Dep	Net Check
99999999	3	1,137.88	242.52	895.36
<b>Totals</b>	<b>3</b>	<b>1,137.88</b>	<b>242.52</b>	<b>895.36</b>

Run Date: 08/03/22  
Run Time: 11:03 AMAccount  
Check/Voucher99999999  
107911 To 12239

17

Approval of Resolution  
2022-\_\_\_\_: State BARS -  
FY2023 Grants



18

Approval of Resolution  
2022-\_\_\_\_: State BARS -  
FY2023 OAP



**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Commission Sponsor:** Troy Richardson, District 2

**Department Head:** Community Development Director, Vacant

**Individual Making Request:** Gabriel Luna

**Presentation:** August 17, 2022

**Date Submitted:** August 4, 2022

**Title of Request:** Request for a Resolution Granting a Community Partnership between Valencia County and Dimension Energy, LLC. RE: **SFOZ #2021-085**

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**Action Requested of Commission:**

This request is for Board of County Commissioners approval of a resolution granting a community partnership agreement between Valencia County and Dimension Energy, LLC.

**Information Background and Rationale:**

Dimension Energy LLC was approved for a Solar Field Overlay Zone by the Board of County Commissioners on March 16, 2022. The property located at Subd: ORONA INVESTMENTS SUBDIVISION, Tract: 1, 77.15 ac, 2012 REV C-5-1, Township 6N, Range 3E, Section 6; also known as 25 El Cerro Mission Blvd, Los Lunas, NM 87031, Zoned Outland District (OD), Filed in Book N, Page 100 in the Office of the Valencia County Clerk.

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

No overall financial impact of this request.

**Legal:**

The Community Partnership Agreement is designed to promote the Valencia County CSG LLC Project in Valencia County by educating local residents about the economic and environmental benefits associated with the project, and by providing the County with \$100 to be earmarked for the VCFD, VC Animal Control, VC Parks and Recreation, the OAP, or any other organization designated by the County. By virtue of this Agreement, the Valencia County CSG LLC further proposes to award an additional \$5,000.00 to the organization with the highest number of subscriber selections. *(David M. Pato)*

**Finance:**

Not applicable *(Loretta Trujillo)*

**Purchasing:**

Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services *(Denisse Barrera)*

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Do you recommend approval of this Agenda Request? Yes No

Are you seeking direction from the Commission on this Agenda Request? Yes No  
If so, what?

Commissioner requesting this agenda item? Yes No  
If yes, the Commission will need to discuss further.

# Dimension Municipal Partnership Program

Share the benefits of local solar energy and lower monthly electricity costs for your residents.

## What is community solar?

Community solar is a state program that gives everyone the opportunity to share the benefits of clean, renewable energy without the need to install expensive solar panels at home. Residents will save money on their electricity bill every month. It's an easy way to improve the health and well-being of your local New Mexico community.

- ✓ Investment in your local community
- ✓ Priority spots for your organization's members
- ✓ Energy savings for the community
- ✓ Funding for local programs, organizations, and projects
- ✓ Workforce development and educational programs



## Why New Mexico?

The New Mexico Public Regulation Commission (PRC) just approved a new rule that will allow the first community solar farms to be approved this year. Community solar provides an affordable off-site clean energy option for households.



### Why partner with Dimension?

New Mexico is looking for community solar projects that maximize the local benefits and that will create long-standing partnerships between projects and local communities. This aligns strongly with Dimension's core values, which are rooted in the belief that community solar is essential to providing renewable energy access to underserved populations. We strive to build projects that also build up the communities where they are located.

### The Dimension Municipal Partnership Program

We are partnering with municipalities across New Mexico to ensure that the benefits of our projects stay in local communities. There are a number of different ways Dimension can partner with municipalities depending on municipality goals and priorities, including:

- ✓ Prioritizing space on our community solar projects for local residents through:
  1. Collaborative outreach and education to educate and enroll residents (e.g., direct mail, community events, town hall meetings, municipal website, etc.)
  2. Financial incentives for local residents
- ✓ Funding for municipal departments and other local organizations
- ✓ Support for workforce development initiatives to build a qualified local community solar workforce
- ✓ Implementation of K-12 STEM educational programs
- ✓ Support for any other priority projects in the community
- ✓ Initiatives aimed at maximizing the benefits for low income residents





## Partner now to ensure benefits later

The Public Regulation Commission is running a competitive solicitation for a limited number of community solar projects. Only projects that maximize the benefits to local communities through strong partnerships will be awarded capacity. Partnerships put in place today ensure projects and their associated benefits become reality tomorrow.

**We are excited to work with you and increase solar access for all!**



Dimension Renewable Energy strives to be more than a market participant by paving the way toward clean energy access for all, nationwide.  
**[dimension-energy.com](https://dimension-energy.com)**





VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION № 2022-\_\_\_\_\_

GRANT A COMMUNITY PARTNERSHIP AGREEMENT BETWEEN VALENCIA  
COUNTY AND DIMENSION RE LLC

**PREAMBLE:**

**WHEREAS**, Dimension RE LLC ("Dimension"), which created a development entity, Valencia CSG LLC, applied to Valencia County for the creation of a Community Solar Energy System to be located at 25 El Cerro Mission Boulevard (Parcel R224774) ("Property"); and

**WHEREAS**, Dimension is undertaking the development of the Property to include a 5MWac single-axis tracker ground mount solar energy system (the "Project"); and

**WHEREAS**, Dimension appeared before the Planning and Zoning Board and County Commission during public hearings in January 2022 and March 2022 respectively; and

**WHEREAS**, as part of Dimension's approval process, the Valencia Community Development Department released a Multi-Purpose permit #2022138 on April 13, 2022; and

**WHEREAS**, if the Valencia CSG LLC Project is awarded into the New Mexico Community Solar Program; and

**WHEREAS**, Valencia County desires to build an innovative partnership to collaboratively market the opportunity to subscribe to the Project to Valencia County residents in an effort to ensure that the local community receives the benefits from the project;

**NOW, THEREFORE**, in consideration of the forementioned events, the parties, intending to be legally bound, hereby agree as follows:

1. Dimension will develop a marketing and outreach campaign aimed at educating local residents about the economic and environmental benefits associated with the Valencia CSG LLC Project, and more specifically the benefits associated with becoming a subscriber of the project; and
2. Dimension will work to prioritize local Valencia County residents in its efforts to fully subscribe the project; and

3. For each local resident that enrolls in the Valencia CSG LLC Project, Dimension will donate \$100.00 to Valencia County designated public services and programs per Valencia County. Subscribers will be able to select from the following list of County-selected organizations: Valencia County Fire Department, Valencia County Animal Control, Valencia County Parks and Recreation, the Older Americans Program (OAP), or any other organization that County wishes to designate. Dimension will fund all donation amounts on the first day the facility is operational; and
4. Dimension will award an additional \$5,000.00 to the organization with the highest number of subscriber selections. Dimension will fund this amount on the first day the facility is operational; and
5. Valencia CSG LLC will comply with all conditions of approval placed on it by the Planning Board.

**BE IT FURTHER RESOLVED**, that the Resolution shall be approved by the County Commission as to form and content.

**Adopted August 17, 2022  
At a County Commission Meeting  
Held at the Valencia County Courthouse**

**BY ORDER OF THE COUNTY COMMISSION  
OF VALENCIA COUNTY**

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**TROY RICHARDSON, DISTRICT 2**



## VALENCIA COUNTY Board of County Commissioners Agenda Request Form



**Commission Sponsor:** County Manager for Regular County Business  
**Department Head:** Mike Milam, Valencia County Clerk  
**Individual Making Request:** Mike Milam, Valencia County Clerk  
**Presentation at Meeting on:** August 17, 2022  
**Date Submitted:** August 8, 2022  
**Title of Request:** Approval of General 2022 Secretary of State MOU

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**Action Requested of Commission:** Approval by the BOCC as authority for finance.

**Information Background and Rationale:** The Secretary of State's Office has been appropriated funds from the Legislature to pay for the costs of conducting and administering the General 2022 Election, a statutory responsibility of the County Clerk. All statutory and reasonable costs, usually funded by the County, will be funded before the election takes place. The Secretary of State's office has evaluated the needs of Valencia County and has approved funds in the amount of \$65,000 for the General Election. Any additional funding that may be needed after the election will be considered by the Secretary of State on a case by case basis. Any unused funds will be refunded to the Secretary of State's office before December 29, 2022.

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

The FY2023 budget for the Bureau of Elections department has been approved by the BOCC. These revenues will offset the projected expenses in the amount of \$65,000.

**Legal:**

The MOU is a mechanism for the State to pay for the additional duties placed on the clerk pursuant to the 2019 local election law change. (*Adren Nance*)

**Finance:**

A budget adjustment will be forthcoming to record these revenues into our FY2023 budget. (*Loretta Trujillo*)

**Purchasing:**

Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services (*Denisse Barrera*)

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Do you recommend approval of this Agenda Request? **Yes** No

Are you seeking direction from the Commission on this Agenda Request? **No**  
If so, what?

Commissioner requesting this agenda item? Yes **No**  
If yes, the Commission will need to discuss further.

**NEW MEXICO**  
**MEMORANDUM OF UNDERSTANDING**  
**OFFICE OF THE SECRETARY OF STATE**  
**AND**  
**VALENCIA COUNTY**

This **MEMORANDUM OF UNDERSTANDING** ("Agreement" or "MOU") is entered into by and between the Office of the Secretary of State ("Agency") and Valencia County ("County"), (collectively, "the Parties") as of the last date of execution by the Parties below.

**RECITALS**

**WHEREAS**, the 2022 General Election ("Election") is to be held statewide on Tuesday, November 8; and

**WHEREAS**, the Agency, as required under the New Mexico Election Code, is responsible to pay all costs of the Election, including reasonable costs incurred by each County Clerk; and

**WHEREAS**, the Agency has been appropriated funds from the New Mexico State Legislature to pay for the cost of conducting and administering the Election; and

**WHEREAS**, it is in the interest of both parties to provide the appropriated funds to the counties to pay the costs incurred as a result of the Election.

**AGREEMENT**

**THEREFORE**, the Parties agree that this MOU is entered into expressly and solely for the purpose of providing state appropriated funds to the counties to cover the costs of conducting and administering the Election.

**1. RESPONSIBILITIES**

The Agency shall:

- A. Issue to the County a warrant drawn on the State Treasurer in the amount of **\$65,000** for estimated costs that the county may incur in the administration of the Election.

The County shall:

- A. Use the appropriated funds in accordance with expenditures required by the New Mexico Election Code and in compliance with the reimbursable expenses outlined in Appendix A of this Agreement.
- B. Provide to the Agency, no later than **December 29, 2022**, a full accounting of expenses incurred during the Election and provide to the Agency all invoices, receipts, and copies of warrants paid by the county during the cycle.
- C. Return any unused funds to the Agency upon completion of election-related activity, which shall occur prior to December 29, 2022.

**2. PAYMENT**

The Agency shall issue a warrant from the above-cited appropriation once this Agreement has been fully executed (signed by all required parties as listed on the signature page attached hereto).

### **3. PROPERTY**

The parties understand and agree that property, if any, acquired as a result of this Agreement shall be the property of the County.

### **4. TERM**

This Agreement shall become effective upon the final signature affixed to this Agreement, or as soon thereafter as approved by the respective parties, and shall remain in effect until **December 29, 2022**, unless terminated pursuant to Article 7.

- A. All work is expected to be complete on or before November 8<sup>th</sup>, 2022; in no case shall work extend beyond December 29, 2022.
- B. If any funds remain after the completion of the work contemplated under this Agreement, such funds must be returned to the Agency prior to December 29, 2022.

### **5. FUNDS ACCOUNTABILITY**

The County shall maintain fiscal records, follow Generally Accepted Accounting Principles (GAAP), and account for all receipts and disbursements of funds transferred to the County pursuant to this Agreement.

### **6. LIABILITY**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation, or alleged violation, of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement.

### **7. TERMINATION**

Either party may terminate this Agreement for cause or convenience by giving notice in writing to the other party within thirty (30) days of termination.

### **8. AMENDMENT**

Any amendments shall be made in writing and shall be agreed to and executed by the respective signatories before becoming effective.

### **9. CONTACTS**

The parties will send written notice when needed to the following individuals:

To the Agency:

Mandy Vigil  
Elections Director  
New Mexico Office of the Secretary of State  
325 Don Gaspar Ave, Suite 300  
Valencia, NM 87501

mandy.vigil@state.nm.us  
505.827.3617

To the County:

Michael Milam  
Valencia County Clerk  
Valencia County  
P.O. Box 969  
Los Lunas, NM 87031  
mike.milam@co.valencia.nm.us  
(505) 866-2073

**The remainder of this page intentionally left blank.**



In witness whereof, this Agreement is duly executed upon the date of the last signature affixed and dated:

\_\_\_\_\_  
Maggie Toulouse Oliver, Secretary of State  
Office of the Secretary of State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dylan Lange, General Counsel  
Office of the Secretary of State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Milam, County Clerk  
County of Valencia

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adren Nance, General Counsel  
County of Valencia

\_\_\_\_\_  
Date

**APPENDIX A**

DESCRIPTION	STATUTORY REQUIREMENT	RELEVANT STATUTE(S)	REASONABLY INCLUDES:
Poll Workers (Election Boards; Absentee, Early and Election Day)	Each election board shall consist of a minimum of three judges (required); one presiding judge and two election judges. Election clerks can also be appointed to assist the presiding judge and election judges.	1-2-12 & 1-9-5(C), NMSA 1978	For all polling locations, no fewer than three judges are required to administer the election. In the case of Voter Convenience Centers (VCCs), a minimum of two ballot-on-demand stations are required per site; counties will need to plan accordingly to ensure adequate staffing to operate these systems.
Registration Officers (Same Day Registration)	During a statewide the county clerk's office or alternate voting location if the clerk has assigned an authorized deputy to serve as a registration officer at the alternate voting location.	1-4-5.7(C)(D), NMSA 1978	The cost of one authorized registration officer, per polling location (that is offering SDR), per day.
Interpreters	In those polling places designated by the secretary of state as being subject to the provisions of the 1975 amendments to the federal Voting Rights Act of 1965, oral assistance shall be made available to assist language minority voters who cannot read sufficiently well to exercise the elective franchise. As used in the Election Code, "language minority" means a person who is an American Indian or of Spanish heritage and "inability to read well enough to exercise the elective franchise" means inability to read the languages in which the ballot is printed or the inability to understand instructions for operating the voting machine.	1-2-19, NMSA 1978	Assisting voters who speak a language that is unwritten; precincts identified as "Native American Precincts" through the Native American Election Information Program.
Messengers	The county clerk may appoint messengers to deliver ballot boxes, poll books, keys, election supplies and other materials pertaining to the election. Messengers may also be authorized to collect absentee ballots and removable media storage devices from polling places designated by the county clerk. and deliver them to locations.	1-2-20, NMSA 1978	Individuals appointed by the clerk to serve as messengers, who comply with the requirements outlined in 1-2-20.
Election Publications	Election board standby list: Not less than twenty-one days prior to the date for appointing members of election boards, the county clerk shall publish a notice once in a newspaper of general circulation to the effect that election boards are to be appointed for the specified number of precincts, stating the number of persons composing each board and that applications for the standby list will be accepted at the county clerk's office.  Notice of election: The notice of election shall be published at least once, not more than twenty-one nor less than seven days before election day. The notice of election shall be published in a legal newspaper as provided in Section 14 11 2, NMSA 1978. If no legal newspaper is published in the county, the notice of election shall be published in a	1-2-9 & 1-11-3(A), NMSA 1978	Publication of the election board standby list and notice of election.

	<p>legal newspaper of general circulation in the county. The notice of election shall be printed in English and Spanish. The notice of election shall be broadcast on a radio station in the appropriate Native American languages in those counties affected by the federal Voting Rights Act of 1965, as amended.</p>		
Postage	The Secretary of State shall deposit sufficient funds in the business reply mail account for each county clerk to ensure delivery of all mailed ballot applications and returned mailed ballots.	1-6-8(A)(2); 1-6B-5(E)(2); & 1-6C-6(D), NMSA 1978	Postage for absentee ballots (outbound) and returned mail ballots (inbound).
Tabulator Delivery	The county clerk shall be responsible for transporting all voting systems to and from polling places. A reasonable fee may be charged by the county for the transportation and programming of the voting systems when used pursuant to Section 19 6, NMSA 1978, but in no case shall such fee exceed the actual cost to the county. Voting machines shall be delivered to the assigned precinct polling place at least three days before the polls are required to be opened. The election supplies and the keys of voting machines shall be delivered to the presiding judge at least one hour before the polls are required to be opened.	1-9-12(A)(E) & 1-11-11(A), NMSA 1978	Transport of voting systems to and from polling locations.
Office Supplies (for the Election)	Supplies needed for the administration of the election.	1-11-19(A)(2), NMSA 1978	Consumable office supplies required to conduct the election and post-election canvass including paper, ballot marking pens, pencils, paperclips, staples etc.
"Other"	N/A	N/A	Temporary election support staff <i>or</i> OT for county employees, provided the OT is incurred during the conduct and administration of the election.

Table 1: Schedule of Cost Eligibility



## **VALENCIA COUNTY Board of County Commissioners Agenda Request Form**



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

**Department Head:** Loretta Trujillo, Finance Director

**Individual Making Request:** Jeremias Silva, Project / Grant Manager

**Presentation at Meeting on:** August 17, 2022

**Date Submitted:** August 9, 2022

**Title of Request:** Consideration of a Resolution Authorizing Valencia County to Submit an Application for the FY23 Juvenile Adjudication Fund Program

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

Consideration of a Resolution Authorizing Valencia County to Submit an Application for the FY23 Juvenile Adjudication Fund Program

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

The Legislature enacted Section 34-16-1 NMSA 1978 establishing a juvenile adjudication fund grant program to fund programs providing alternative procedures of adjudication for juveniles charged with traffic offenses and other misdemeanors. Valencia County has been acting as fiscal agent for the YDI Valencia County Teen Court since 2012. To become eligible and considered for the Juvenile Adjudication Funds, a resolution signed by a county official must be included with the application.

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

The grant request is \$20,000.00 with a required match amount of (\$3,400.00) which will be borne by YDI. The funding requests includes 10% administrative fee in the amount of \$2,000.00.

### **Legal:**

The Board of County Commissioners is within its authority to apply for the juvenile adjudication fund. NMSA 1978 34-16-1 (2009) ("The "juvenile adjudication fund" is created in the state treasury to provide an alternative procedure of adjudication for juveniles charged with misdemeanor offenses to help alleviate the docket of the juvenile judicial system. The fund consists of juvenile adjudication fees levied and collected pursuant to Section 66-8-116. 3 NMSA 1978. Money in the fund at the end of a fiscal year shall not revert to any other fund. The department of finance and administration shall administer the fund, and money in the fund is appropriated to the department of finance and administration to administer the fund and to provide an alternative adjudication process for juveniles charged with traffic offenses and other misdemeanors. Money expended to administer the fund shall not exceed five percent of the money credited to the fund in each fiscal year. Disbursements from the fund shall be made by warrant of the secretary of finance and administration pursuant to vouchers signed by the secretary or the secretary's authorized representative.") (*Adren Nance*)

### **Finance:**

The submittal of the application creates no financial impact to the County. Should we be awarded the grant, a budget adjustment will be necessary to include this in our FY23 budget. (*Loretta Trujillo*)

**Purchasing:**

Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services (*Denisse Barrera*)

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Do you recommend approval of this Agenda Request? Yes No

Are you seeking direction from the Commission on this Agenda Request? Yes No  
If so, what?

Consideration of a Resolution Authorizing Valencia County to Submit an Application for the FY23 Juvenile Adjudication Fund Program

Commissioner requesting this agenda item? Yes No  
If yes, the Commission will need to discuss further.

\_\_\_\_\_ RESOLUTION

Resolution No. \_\_\_\_\_

**A RESOLUTION AUTHORIZING \_\_\_\_\_ TO SUBMIT AN APPLICATION TO THE  
DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION  
TO PARTICIPATE IN THE JUVENILE ADJUDICATION FUND PROGRAM.**

**WHEREAS**, the Legislature enacted Section 34-16-1 NMSA 1978 establishing a juvenile adjudication fund grant program to fund programs providing alternative procedures of adjudication for juveniles charged with traffic offenses and other misdemeanors.; and

**WHEREAS**, the Legislature enacted Section 66-8-116.3 NMSA 1978 as amended, creating the juvenile adjudication fund by assessing fees levied and collected; and

**WHEREAS**, the County or Municipality along with participating agencies is making application to the Department of Finance and Administration, Local Government Division for supplemental program funding.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the governing body of \_\_\_\_\_, and that the chair, or designee \_\_\_\_\_ on behalf of the Governing Body and all participating agencies hereby authorizes the submission of the FY23 application for the Juvenile Adjudication Fund under the regulations established by the Local Government Division, 2.110.5 NMAC.

**APPROVED AND ADOPTED** by the governing body at its meeting of \_\_\_\_\_, 2022.

\_\_\_\_\_  
County Commission Chair or Mayor

Attest:

\_\_\_\_\_  
County or Municipality Clerk (SEAL)





**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Commission Sponsor:** as per Valencia County Code of Ordinance Section 154.154

**Department Head:** Community Development Director

**Individual Making Request:** Gabriel Luna

**Presentation:** August 17, 2022

**Date Submitted:** August 1, 2022

**Title of Request:** Request for a Solar Field Overlay Zone. (Core Solar) **SFOZ #2022-047**

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**Action Requested of Commission:**

This request is for a Solar Field Overlay Zone currently zoned Planned Development (PD). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a zone change within Sections 154.154 of the Valencia County Zoning Code.

**Information Background and Rationale:**

The property owners are requesting a Solar Field Overlay Zone. Subd: RIO DEL ORO Lot: HIGH SCHOOL SITE Block: 42 Unit: 45 39.60 ACRES. Located near the corner of N Rio del Oro Loop and Bonita Vista Blvd north of Valencia High School, Los Lunas, NM 87031, Zoned Planned Development (PD), filed in the Office of the Valencia County Clerk, Plat Book C-14-144, 1971.

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

No overall financial impact of 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:**

☒ Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services (*Denisse Barrera*)

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Do you recommend approval of this Agenda Request? Yes No

Are you seeking direction from the Commission on this Agenda Request? Yes No  
If so, what?

Commissioner requesting this agenda item? Yes No  
If yes, the Commission will need to discuss further.



**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Commission Sponsor:** as per Valencia County Code of Ordinance Section 154.154

**Department Head:** Community Development Director

**Individual Making Request:** Gabriel Luna

**Presentation:** August 17, 2022

**Date Submitted:** August 1, 2022

**Title of Request:** Request for a Solar Field Overlay Zone. (Core Solar) **SFOZ #2022-058**

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**Action Requested of Commission:**

This request is for a Solar Field Overlay Zone currently zoned Outland District (OD). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a zone change within Sections 154.154 of the Valencia County Zoning Code.

**Information Background and Rationale:**

The property owners are requesting a Solar Field Overlay Zone. Subd: LANDS OF HUNING LIMITED PARTNERSHIP Tract: 3, 661.54 AC, PLAT M-491. Located North of the railroad crossing at Highway 6, Los Lunas, NM 87031, Zoned Outland District (OD), filed in the Office of the Valencia County Clerk, Plat M-491, 2022.

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

No overall financial impact of 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:**

☒ Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services (*Denisse Barrera*)

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Do you recommend approval of this Agenda Request? Yes No

Are you seeking direction from the Commission on this Agenda Request? Yes No  
If so, what?

Commissioner requesting this agenda item? Yes No  
If yes, the Commission will need to discuss further.



**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Commission Sponsor:** as per Valencia County Code of Ordinance Section 154.154

**Department Head:** Community Development Director

**Individual Making Request:** Gabriel Luna

**Presentation:** August 17, 2022

**Date Submitted:** August 1, 2022

**Title of Request:** Request for a Solar Field Overlay Zone. (Core Solar) **SFOZ #2022-059**

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**Action Requested of Commission:**

This request is for a Solar Field Overlay Zone currently zoned Rural Residential 1 (RR-1). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a zone change within Sections 154.154 of the Valencia County Zoning Code.

**Information Background and Rationale:**

The property owners are requesting a Solar Field Overlay Zone. Subd: LAND OF CECILIA DEBACA Tract: 4A1D 15.23 AC 2001 REV D-4-14. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001.

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

No overall financial impact of 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:**

☒ Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services (*Denisse Barrera*)

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Do you recommend approval of this Agenda Request? Yes No

Are you seeking direction from the Commission on this Agenda Request? Yes No  
If so, what?

Commissioner requesting this agenda item? Yes No  
If yes, the Commission will need to discuss further.





**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Commission Sponsor:** as per Valencia County Code of Ordinance Section 154.154

**Department Head:** Community Development Director

**Individual Making Request:** Gabriel Luna

**Presentation:** August 17, 2022

**Date Submitted:** August 1, 2022

**Title of Request:** Request for a Solar Field Overlay Zone. (Core Solar) **SFOZ #2022-060**

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**Action Requested of Commission:**

This request is for a Solar Field Overlay Zone currently zoned Rural Residential 1 (RR-1). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a zone change within Sections 154.154 of the Valencia County Zoning Code.

**Information Background and Rationale:**

The property owners are requesting a Solar Field Overlay Zone. Subd: LAND OF CECELIA DEBACA Tract: 4A1E 17.13 AC 2001 REV D-4-14 REV #4 2001-TR-13. Located North of Viento Rd East of Mesa Alta Rd., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-1020, 2001.

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

No overall financial impact of 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:**

☒ Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services (*Denisse Barrera*)

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Do you recommend approval of this Agenda Request? Yes No

Are you seeking direction from the Commission on this Agenda Request? Yes No  
If so, what?

Commissioner requesting this agenda item? Yes No  
If yes, the Commission will need to discuss further.



**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Commission Sponsor:** as per Valencia County Code of Ordinance Section 154.154

**Department Head:** Community Development Director

**Individual Making Request:** Gabriel Luna

**Presentation:** August 17, 2022

**Date Submitted:** August 1, 2022

**Title of Request:** Request for a Solar Field Overlay Zone. (Core Solar) **SFOZ #2022-061**

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**Action Requested of Commission:**

This request is for a Solar Field Overlay Zone currently zoned Outland District (OD). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a zone change within Sections 154.154 of the Valencia County Zoning Code.

**Information Background and Rationale:**

The property owners are requesting a Solar Field Overlay Zone. Subd: LAND OF ARROYO RANCH PARTNERSHIP Tract: A 1646.65 AC 1999 REV. Located East of Blue Lace Rd., Belen, NM 87002, Zoned Outland District (OD).

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

No overall financial impact of 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:**

☒ Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services (*Denisse Barrera*)

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Do you recommend approval of this Agenda Request? **Yes** No

Are you seeking direction from the Commission on this Agenda Request? Yes **No**  
If so, what?

Commissioner requesting this agenda item? Yes **No**  
If yes, the Commission will need to discuss further.



**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Commission Sponsor:** as per Valencia County Code of Ordinance Section 154.154

**Department Head:** Community Development Director

**Individual Making Request:** Gabriel Luna

**Presentation:** August 17, 2022

**Date Submitted:** August 1, 2022

**Title of Request:** Request for a Solar Field Overlay Zone. (OneEnergy) **SFOZ #2022-067**

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**Action Requested of Commission:**

This request is for a Solar Field Overlay Zone currently zoned Outland District (OD). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a zone change within Sections 154.154 of the Valencia County Zoning Code.

**Information Background and Rationale:**

The property owners are requesting a Solar Field Overlay Zone. S: 29 T: 7N R: 1E LOTS 59 & 60 20.00 ACRES +/- Located at the Northwest corner of Duarte Rd. and Emilia Rd., Los Lunas, NM 87031, Zoned Outland District (OD).

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

No overall financial impact of 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:**

☒ Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services (*Denisse Barrera*)

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Do you recommend approval of this Agenda Request? **Yes** No

Are you seeking direction from the Commission on this Agenda Request? Yes **No**  
If so, what?

Commissioner requesting this agenda item? Yes **No**  
If yes, the Commission will need to discuss further.





**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Commission Sponsor:** as per Valencia County Code of Ordinance Section 154.154

**Department Head:** Community Development Director

**Individual Making Request:** Gabriel Luna

**Presentation:** August 17, 2022

**Date Submitted:** August 1, 2022

**Title of Request:** Request for a Solar Field Overlay Zone. (CVE) **SFOZ #2022-068-077**

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**Action Requested of Commission:**

This request is for a Solar Field Overlay Zone currently zoned Rural Residential 1 (RR-1). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a zone change within Sections 154.154 of the Valencia County Zoning Code.

**Information Background and Rationale:**

The property owners are requesting a Solar Field Overlay Zone. Subd: LAND OF EARL C GLEASON Tract: A 1.30 AC D-4-24 1997 REV (LAND LOCKED), Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B1 1.30 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B2 1.29 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B3 1.29 AC D-4-24 1997 REV, Subd: LAND OF KENNETH W & MARY LOU HARPER Tract: B4 1.28 AC D-4-24 1997 REV, Subd: LAND OF EARL C GLEASON Tract: D 2.49 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C1 1.27 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C2 1.26 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C3 1.26 AC D-4-24 1997 REV, Subd: LAND OF ROY LEE HARPER Tract: C4 1.80 AC D-4-24 1997 REV, located North of James St., Belen, NM 87002, Zoned Rural Residential 1 (RR-1).

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

No overall financial impact of 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:**

☒ Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services (*Denisse Barrera*)

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Do you recommend approval of this Agenda Request? Yes No

Are you seeking direction from the Commission on this Agenda Request? Yes No  
If so, what?

Commissioner requesting this agenda item? Yes No  
If yes, the Commission will need to discuss further.



**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Commission Sponsor:** as per Valencia County Code of Ordinance Section 154.154

**Department Head:** Community Development Director

**Individual Making Request:** Gabriel Luna

**Presentation:** August 17, 2022

**Date Submitted:** August 1, 2022

**Title of Request:** Request for a Solar Field Overlay Zone. (Clean Choice Energy) **SFOZ #2022-079**

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**Action Requested of Commission:**

This request is for a Solar Field Overlay Zone currently zoned Rural Residential 2 (RR-2). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a zone change within Sections 154.154 of the Valencia County Zoning Code.

**Information Background and Rationale:**

The property owners are requesting a Solar Field Overlay Zone. Subd: LAND OF JESUS & ERMINIA BACA Tract: B 36.18 ACRES MAP 94 1996 REV. Located North of Vallejos Rd., Los Lunas, NM 87031, Zoned Rural Residential 2 (RR-2).

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

No overall financial impact of 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:**

☒ Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services (*Denisse Barrera*)

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Do you recommend approval of this Agenda Request? Yes No

Are you seeking direction from the Commission on this Agenda Request? Yes No  
If so, what?

Commissioner requesting this agenda item? Yes No  
If yes, the Commission will need to discuss further.



## **VALENCIA COUNTY Board of County Commissioners Agenda Request Form**



**Commission Sponsor:** as per Valencia County Code of Ordinance Section 154.154

**Department Head:** Community Development Director

**Individual Making Request:** Gabriel Luna

**Presentation:** August 17, 2022

**Date Submitted:** August 1, 2022

**Title of Request:** Request for a Zone Change from Rural Residential 2 (RR-2) to Heavy Industrial District (I-3) for future development. (PNM) **ZC #2022-063-066**

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

This request is for a zone change from Rural Residential 1 (RR-1) to Heavy Industrial District (I-3). Based upon the application and all available supporting information, this request does appear to meet all the applicable standards and criteria for a zone change within Sections 154.061 of the Valencia County Zoning Code.

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

The property owners are requesting a Zone Change for future development. Subd: LAND OF GUS SAN MIGUEL Lot: B1 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A-110, Subd: LAND OF GUS SAN MIGUEL Lot: B2 1.25 ACRES 2000 REV FILE WITH RRG WEST U2 LOTS A -110, Lot B-3, Lot B-4. Located South of Concha Ln., Belen, NM 87002, Zoned Rural Residential 1 (RR-1), filed in the Office of the Valencia County Clerk, Plat K-758, 2000.

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

No overall financial impact of 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:**

☒ Not Applicable – Agenda Item Does Not Include the Purchase of Goods and/or Services (*Denisse Barrera*)

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Do you recommend approval of this Agenda Request? Yes No

Are you seeking direction from the Commission on this Agenda Request? Yes No  
If so, what?

Commissioner requesting this agenda item? Yes No  
If yes, the Commission will need to discuss further.