



TORRANCE **C**OUNTY
COMMISSION MEETING
MAY 24TH, 2017
9:00 A.M.

FOR PUBLIC VIEW, DO NOT REMOVE



Torrance County Commission

Regular Meeting to be Held at:
Administrative Offices of Torrance County
Commission Chambers
205 9th Street
Estancia, NM 87016

AGENDA

May 24th, 2017
9:00 A.M.

Please Silence All Electronic Devices

Call Meeting to Order
Pledge of Allegiance
Invocation

Approval of Minutes: May 10th, 2017 Regular Meeting
Approval of Meeting Agenda
Approval of Consent Agenda:
1. Approval of Checks
2. Indigent Claims

ACTION ITEMS*

ITEMS TO BE CONSIDERED AND ACTED UPON

*Commission Matters:

1. Presentation of 2017-2018 Interim Budget
2. Contract Between Torrance County and Hinkle & Landus, PC for FY17 Audit Services – Leslie Olivas, Purchasing Director
3. Appoint EMS Service Option Committee Member

* Department Requests/Reports:

(Public Comment, each item: At the Discretion of the Commission Chair. Comments are limited to one (1) minute per person.)

4. Updates: a. Various County Departments b. Other Boards or Land Grants (upon request) c. Forest Service (upon request) d. Commission
5. Assessor Office Annual Report per NM Statute 7-36-16 (E) – Betty Cabber, Assessor
6. Community Driving While Impaired (CDWI) Grant Agreement – Tracey Master, DWI Prevention Coordinator
7. Resolution 2017-023 Budget Increase – Amanda Tenorio, Finance Director
8. Resolution 2017-024 Cash Transfers & Line Item Transfers Between Funds – Amanda Tenorio, Finance Director
9. Resolution 2017-025 Line Item Transfers – Amanda Tenorio, Finance Director
10. Resolution 2017-026 NMFA Loan – Hanna Sanchez, Fire Administrative Assistant

*County Manager Requests/Reports:

11. Ratification of Amendment to Agreement for Services (Interim Fire Chief/Consultant)
12. Update

Public Comment / Requests: At the Discretion of the Commission Chair. For Information Only (No Action Can Be Taken). Comments are limited to three (3) minutes per person on any subject.

EXECUTIVE SESSION:

As Per Motion and Roll Call Vote, Pursuant to New Mexico State Statute Section 10-15-1, the Following Matters Will be Discussed in Closed Session:

- a) Pending or Threatened Litigation: Pursuant to Section 10-15-1(H)(7), ref: Cullin vs. Torrance County

*Reconvene from Executive Session:

Pursuant to Open Meetings Act, Section 10-15-1(J), Commission Report from Closed Meeting:

- b) Consider and Act upon, if appropriate, Pending or Threatened Litigation: Pursuant to Section 10-15-1(H)(7), ref: Cullin vs. Torrance County

*Adjourn



Minutes

**DRAFT COPY
TORRANCE COUNTY BOARD OF COMMISSIONERS
REGULAR COMMISSION MEETING
MAY 10th, 2017**

COMMISSIONERS PRESENT: JAVIER SANCHEZ-CHAIRMAN
JAMES FROST-MEMBER
JULIA DUCHARME-MEMBER

OTHERS PRESENT: BELINDA GARLAND-COUNTY MANAGER
ANNETTE ORTIZ-DEPUTY COUNTY MANAGER
DENNIS WALLIN-COUNTY ATTORNEY
YVONNE OTERO-ADMIN. ASST. I

CALL MEETING TO ORDER

Chairman Sanchez calls the meeting to order at 9:04 a.m. and calls for a Commission Roll Call. Commission District 1-Present, Commission District 2-Present, & Commission District 3-Present. Ms. Wrye leads in the Pledge of Allegiance and Nicole Maxwell gives the invocation.

APPROVAL OF THE April 26th, 2017 REGULAR COMMISSION MEETING MINUTES

Chairman Sanchez asks for a motion to approve the April 26th, 2017 Regular Commission Meeting Minutes. **ACTION TAKEN:** Madam Commissioner Ducharme makes a motion to approve the April 26th, 2017, Regular Commission Meeting Minutes. Chairman Sanchez seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

APPROVAL OF THE MAY 10th, 2017 REGULAR COMMISSION MEETING AGENDA

Chairman Sanchez asks for a motion to approve the May 10th, 2017 Regular Commission Meeting Agenda. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the May 10th, 2017 Regular Commission Meeting Agenda. Madam Commissioner Ducharme seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

APPROVAL OF CONSENT AGENDA

Chairman Sanchez asks for a motion to approve the Consent Agenda. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the Consent Agenda. Madame Commissioner Ducharme seconds the motion. No further discussion, all Commissioners in Favor. **MOTION CARRIED.**

ACTION ITEMS

PUBLIC HEARING:

The Torrance County Commission will hold a Public Hearing to consider the application for a Special Use change in zoning to allow Pacific Wind, LLC to develop a wind & solar energy generating facility.

Chairman Sanchez requests that Mr. Steve Guetschow, P & Z Director walk us through the application process and the matter at hand. Mr. Guetschow states that the La Joya project and the Lucia projects are expansions of the existing El Cabo project of which Pacific Wind has recently began construction of. During the Planning and Zoning review of this application they made a recommendation of a do pass unanimously. Public notice was posted, signage was placed at the sites, letters to the adjoining property owners were sent out, and the advertisements in the newspaper were placed in both the Independent and Mountainview Telegraph. In the package Mr. Guetschow states that you have 5 exhibits. Exhibit #1 is the original application package, Exhibit #2 is additional information received on April 5th which was proof of FAA Filing, amended project area map for the additional leases they obtained from other property owners and Exhibit #3 is the public notice signs posted at Clements Road, Lucy Road South, and Lucy Road North, and the affidavit of publication from the newspaper from the Mountainview Telegraph. Mr. Guetschow apologizes that at the time he put the packet together he did not have the affidavit of publication from the Independent but did attach the accounts payable document to show that it had been advertised in the Independent. Also included in Exhibit #3 are the copies of the public notice letters that were sent to the adjoining property owners on May 1, 2017. Exhibit #4 are the draft minutes from the April 5th, 2017 P & Z board meeting and photos of the different areas around the sites.

Mr. Guetschow states that this morning Mr. Stacy gave him an amendment to Exhibit #2 which is the application with additional information that includes the draft of the employment impact for this project. Mr. Guetschow states that any further documentation that is given to us during this testimony will be added into the packet as Exhibit #5 and so forth starting from #4. Mr. Guetschow tells Mr. Wallin that because this is a Public Hearing and is Quasi-Judicial with an appeal to the District Court within 30 days of the Commission's decision we will be swearing in everyone that testifies.

Chairman Sanchez states that we will now proceed with the Testimonies.

Mr. Mark Stacy, the Director of Development with Avangrid Renewables comes up and is sworn in by Mr. Dennis Wallin, County Attorney. Mr. Stacy states that he is in charge of development activities for the company and the entire Rocky Mountain region and is also the lead developer for the projects here in Torrance County. Mr. Stacy gives a presentation of what his company does.

Mr. Stacy states that the State Land office controls 30,000 acres of land and if at this moment if we build out ¼ of that land it would be \$1.3 million in revenue that would go to the state on a minimum. The percentage of gross revenue that they will end up getting will either be double or triple that amount. Mr. Stacy states that it's a pretty significant amount of money that will be given to the state. To the landowners the amount will be about \$3.2 million that will be paid

out, and for example the El Cabo project is about a third of the size of project land we are seeking permits on today and that will generate on a minimum \$1.5 million that will be paid out to the schools. Mr. Stacy continues to present more on what this company does. Mr. Stacy states that if he gets approval today he can start working on the Industrial Revenue Bonds through the. There are about \$1 million dollars a year being paid out through pilot payments to the county per year, after a few more years the pilot payments to the county could either double or triple. Just with the permitting they are requesting today it will be over \$1 billion that they are investing into Torrance County and will have 30 to 40 well paid permanent jobs with in the county.

The El Cabo project is currently in its construction phase and the towers are now being erected. The first test energy will be in June and will start generating energy. Currently the project has about 406 people working on the construction phase and when it's all complete it will have about 17 permanent jobs on site.

This requested zoning ordinance includes 2 distinct project areas. Those are the La Joya project 18 miles east of Estancia and the Lucia Project about 17 miles east of Willard. The La Joya project will include about 104 sections of land the Lucia project contains about 84 sections of land. More detailed information in the packet that was provided. Documentation of the presentation hereto attached. So with that Mr. Stacy is requesting the approval of the Special Use Change in Zoning to Allow Pacific Wind, LLC to develop a wind & solar energy generating facility.

Commissioner Frost states that Mr. Stacey mentioned about present & future developments, over how many years will we be seeing money from these projects. Mr. Stacy replies that from the El Cabo project we will be paying the county for 30 years according to that pilot agreement. When the new projects are completed they will start a new cycle and most likely imitate the El Cabo pilot agreement. Each time a project is complete it starts a new cycle, so the county will be seeing payment from these projects for quite a few years.

Chairman Sanchez asks Mr. Stacy if he could elaborate on the methodology that goes into selecting the location for the project. Chairman Sanchez saw something in Exhibit G that he found very interesting. Mr. Stacy replies that he has been doing this for 20 years now. Mr. Stacy says that they take note of how windy the area is, if there are power lines nearby where they can be able to distribute the energy and if the area meets the qualifications then they will put up some MET towers so that they can start to get information on the wind in that particular area. Commissioner Frost asks if there are a lot of variations that come from the MET tower information. Mr. Stacy replies that yes there is.

Mr. Michael Godey comes forth with a few questions. 1.) How much is the cost of the energy as opposed to fossil fuels now and in the future? 2.) Are you thinking of possibly linking in and selling energy to CNMEC? 3.) In respect to the visual aspect how many lights will have to be put up on the towers?

In response to question 1 regarding renewable energy it is getting more and more competitive with the fossil fuels and is a good clean cheap reliable source of energy. As large networks start putting together different sorts of renewable energy from different locations they can use the source from wind or solar that are intermittent. In response to your second question in

selling the energy to CNMEC we would love to sell it to them if we could figure out a way to sell it to them. They are part of the tristate network and we would have to strike up a deal with them if we decided to go that route. And currently CNMEC is working on getting in some solar energy. In reply to question 3 we have to follow the guidelines set by the FAA, the FAA are the ones that decide how many towers will have the lights placed atop the towers. It could be every other one or all of them. We must follow their lighting plan.

Mr. Orlando Lopez Torrance County resident states that Mr. Stacy mentioned that there are about 100 employees that are hired locally from Torrance County and the Albuquerque area, and about 350-400 out of state. Mr. Lopez's asks if the contractors that are working on this project are local contractors or if they are from out of state. Mr. Stacy replies that there is a mixture of both local and out of state contractors.

Chairman Sanchez asks if there is way to maximize the ability to hire and/or train local workers to be able to apply for these positions. Mr. Stacy replies that there is a way, but this is a type of job that requires special training and here in New Mexico there are not many places that teach this kind of training. One must be trained to become a wind technician before even being considered as qualified for the jobs.

Ms. Betty Cabber Torrance County Assessor & chairman for EVEDA reads a letter from Myra Pancrazio Executive Director for EVEDA. Letter hereto attached. Ms. Cabber states that there is more to this than just getting PILT money. The wind farms are also helping with the Gross Receipts Tax, the people that are working on these projects are filling up homes, RV parks and also helping out local business, such as restaurants, and grocery stores. The county is also getting additional property tax from these projects as well. Ms. Cabber mentions that Mesa Lands College in Tucumcari offers training specifically for becoming a wind technician.

Michael Godey states that Mountainair is trying to get a computer center going so that people may have the chance to take online classes, which in turn may offer some classes for wind technician certification.

Mr. Tom Wetterman, Torrance County resident states that he is one of the land owners on the El Cabo project. Mr. Wetterman says that he has been doing some development right along with the El Cabo workers on restructuring his cattle ranch and they have been very proactive in assisting him. Mr. Wetterman is doing his best to keep the money here in Torrance County in the state when it comes to purchasing equipment and/or supplies needed for his ranch. Mr. Wetterman states that he is very happy with the El Cabo people and he is still able to run his cattle business with no issues at all.

Ms. Linda Jaramillo Torrance County Clerk states that she has lived in Torrance County all her life and grew up in Willard. To be honest she has always hated the wind, but she is happy that someone is harnessing all of this energy which is good for everyone.

Chairman Sanchez asks if here is any testimony for anyone being opposed to this.

1.) Special Use Change in Zoning to Allow Pacific Wind, LLC to develop a wind & solar energy generating facility

ACTION TAKEN: Chairman Sanchez makes a motion to approve Special Use Change in Zoning to Allow Pacific Wind, LLC to develop a wind & solar energy generating facility. Commissioner Frost seconds the motion. No further discussion, all Commissioners in favor.
MOTION CARRIED,

***Commission Matters:**

2. Investment Committee Appointments

Chairman Sanchez states that the County had created an Investment Committee and appointed county employees as members. The County Treasurer, Tracy Sedillo, the Finance Director, Amanda Tenorio, County Manager, Belinda Garland and Commission Chair Javier Sanchez. Chairman Sanchez states that the County sent out letters advertising to the Community that there are 2 positions on the committee and if anyone is interested they would need to write a letter showing interest. After a few weeks of advertising the County Received 4 letters of Interest. The letters were received from Mr. David Tixier, Mr. Leo Chavez, Mr. Orlando Lopez, and Mr. Johnny Romero.

Chairman Sanchez states that the Investment Committee is a committee that was put together to determine the investment options for the PILT money and various strategies of investment/expenditure of that fund. The committee will determine various options but will not have any authority on voting for options. Although they will be able to determine options the Commission is the only one that has the final vote/say as to how that money is invested.

Chairman Sanchez states that we will now proceed with the individual interviews. First up will be Mr. David Tixier. Ms. Garland states that Mr. Tixier was unable to attend today's meeting due to a previous engagement that he was attending out of state, but at a previous meeting he showed interest and gave a brief explanation of his background. Ms. Garland suggests, if it pleases the Commission, she will read the letter of interest from that individual prior to each interview.

Next up is Mr. Leo Chavez from Torreon. Mr. Chavez states that he is interested in being on the committee. Ms. Garland proceeds to read Mr. Chavez's letter dated May 1st, 2017. Letter hereto attached. Ms. Garland reads the letter from Mr. Tixier dated May 3rd, 2017. Letter hereto attached.

Mr. Michael Godey, Torrance County resident states that in past proceedings the candidates were asked questions by the County Commission. Mr. Godey feels that the Commission is rushing forward, and that a member of the public or the Commission may have a few questions for the individual. Chairman Sanchez replies that, yes, they can certainly give some time for the Commission and the Public to ask the individuals questions. Mr. Godey asks Mr. Chavez though he has brought up his residency, what has he done in his time here that he feels pertinent to being on the Investment Committee. Mr. Chavez gives a brief explanation of the various projects he has been involved with over the years in the Town of Torreon.

Next up is Mr. Orlando Lopez from Manzano. Mr. Lopez gives a brief explanation of what he has been involved with for the Town of Manzano as well as with The Manzano Land Grant. Mr. Lopez states that he has also worked with the County in various projects within the Manzano Land Grant. Ms. Garlands reads Mr. Lopez's letter of interest. Letter hereto attached. Mr. Lopez makes a statement concerning Mr. Chavez of Torreon stating that he has done wonders for the Town of Torreon. Everything from a Fire Department, to a park, to an updated community building, every kind of development to Torreon, Mr. Chavez has been involved in.

Next is the 4th and final individual Mr. Johnny Romero. Mr. Romero states that his request to be on the committee is plain and simple. One thing that Mr. Romero can bring to the table and the main reason he wants to sit on the Investment Committee is because he feels that the investments that have been made in the past have not been invested for the whole county in general. Mr. Romero feels that a lot of the areas in the County have been left out. Mr. Romero states that he used to sit on the P & Z Board and is the one that helped approve the El Cabo Wind Farm. Mr. Romero states that when the wind farm first came in there was a lot of opposition, but now that there is a lot of money coming in from the wind farm the community has a different view on this. Therefore, he would like to be on this committee to make sure that the money is distributed properly. Mr. Romero also states that he would like to see more local companies used and also would like to see more training for the community that is interested in working for the wind farms.

Chairman Sanchez states that this Committee is only to give advice and do research on particular investments and not to vote on where the money gets invested. The final say comes with the Commission. Chairman Sanchez would like to invite Ms. Tracy Sedillo, Torrance County Treasure & Chairman for the Investment Committee to come forth and speak about the purpose of the Investment Committee.

Ms. Tracy Sedillo, Torrance County Treasure states that her vision for this committee is to help see which banks within the County would be best qualified for the investments. She states that the county policy on investments may need to be revamped. The state statute requires that the Commission determine the qualifying banks in the county, so the purpose of the Committee is to help the commission determine which bank would be best for the investment. Ms. Sedillo states that they will be looking into long term versus short term investments and how liquid we will need our money. Basically just what types of investments the banks here in Torrance County have to offer. There are 3 banks in the County, Wells Fargo here in Estancia, MyBank in Mountainair and US Bank in Moriarty. Currently the county only has money with Wells Fargo, but it is not in an investment capacity it is where the County's main checking account is. All of the County's investments are with the state investment pool. So what we need to look at is statutory compliance with the investment of the money and also what will be the best option to get the best return on our investment. Commissioner Frost asks about how the County will distribute the PILT money and if there is other money that will be involved in the investment as well. Ms. Sedillo replies that committee doesn't have any say over the expenditure, the expenditure takes place during the Budget process. Again, the sole purpose of this committee is giving advice on how to invest the money, to make the best return on our money. Madam Commissioner Ducharme asks how many positions are currently available on the committee. Ms. Sedillo replies that there are 2 public positions available with a total of 7 positions, The Chair of the Commission, herself, the Finance Director, County Manager, County Attorney (to give legal advice), and the 2 public positions. Madam Commissioner Ducharme asks for what

period of time will the public positions be able to sit on the board. Ms. Sedillo replies that there has not been a term limit decided upon. If there is to be a term limit set, that would be up to the Commission. There is discussion back and forth concerning term limits. This will be taken care of at another meeting because today the only thing that can be acted upon is the appointments of the public positions.

Chairman Sanchez states that he would like to appoint the 2 full positions and have two alternates that way there will be a full committee at all times. **ACTION TAKEN:** Chairman Sanchez makes a motion to approve to appoint Mr. Johnny Romero and Mr. Orlando Lopez to the Investment Committee and to appoint Mr. David Tixier and Mr. Leo Chavez as the alternates. Mr. Michael Godey asks if the type of banks used can be taken into consideration and if a Credit Union can be used to invest. Ms. Sedillo replies that the statutes are very clear as to what type of banks are the qualifying banks and she believes that we cannot use a credit union to invest the money. The County does not have any credit unions and the statute clearly states that the County cannot invest money outside of the county unless it's with the state investment pool, so we would not be using a credit union anyway. Mr. Johnny Romero states the he was on the County Comprehensive plan board quite a few years back and it took a year and half to get things going so he suggests that the commission give this committee enough time to help in giving the suggestions. Chairman Sanchez states that the Committee should have its first meeting to sort out term limits. Madam Commissioner Ducharme seconds the motion. No further discussion, all Commissioners in favor. Chairman Sanchez states that the first meeting will be this afternoon at 2:30 pm in the Commission Room. **MOTION CARRIED**

3.) Resolutions 2017-022 SunZia Southwest Transmission Project, Update & Presentation-John Ryan, SunZia Southwest Transmission

Whereas the Bureau of Land Management (BLM) issued a Record of Decision in January 2015 on the SunZia Southwest Transmission Project (SunZia) to construct two high voltage 500 kV transmission lines which will provide new electric transmission capacity for electrical energy resources, particularly solar and wind renewable energy resources that can be developed in Torrance County and other counties in New Mexico.

Mr. John Ryan from SunZia trust gives a presentation (presentation hereto attached) of the project and states that this is a 515 mile project that will go from Corona, NM to areas in Tucson and Phoenix, AZ. Commissioner Frost asks Mr. Ryan if the landowners will be reimbursed for the use of their land where the transmission lines will be set up. Mr. Ryan replies that yes they will and the Property Tax Division has negotiated with the landowners on this. Commissioner Frost also asks if some of the transmission lines are on state land and how do they go about paying them for land use. Mr. Ryan states that the State Land office does have a representative here and they are much more qualified to be able to answer that for the Commission.

Mr. Clyde Ward with the NMSLO states that a price is negotiated and that would go to those specific beneficiaries along the route that would be identified in 40 acre increments that address those beneficiaries to the state trust and all that money is taken in as part of a negotiated deal. Commissioner Frost asks if there is a portion of that money that comes to the state or back to specific schools or local schools. Mr. Ward replies that this is what the state

land office does. The State Land Office is on schedule to do about \$500,000,000.00 towards schools throughout the state. Mr. Ward states the public schools are their number 1 beneficiary. Then it breaks down from there. New Mexico Military Institute is a direct beneficiary, Carrie Tingley Hospital brings in some money, along with many other beneficiaries, but most of money goes directly to public schools and helps offset the general fund for that allocation during the budget process when the state determines the allocation of funds to the public schools. Then what the state land office generates off of those trust lands then offsets those amounts as well. For example, if the schools are budgeted \$1,000,000.00 and we raise \$500,000.00 then the general budget only has to make up the other \$500,000.00.

Commissioner Frost asks if this will also change the assessment of the property. Ms. Betty Cabber Torrance County Assessor states, yes, and they will be assessed through the States Assess Bureau. So, yes, there is property tax that we will see and we will get to open a new account for SunZia.

Chairman Sanchez asks for a motion to Approve Resolution 2017-022 SunZia Southwest Transmission Project. **ACTION TAKEN:** Commissioner Frost makes a motion to approve Resolution 2017-022 SunZia Southwest Transmission Project. Madam Commissioner Ducharme Seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

4.) Award RFP 2017-03 Audit Services- Leslie Olivas, Purchasing Director

Ms. Olivas states that it is that time of year again to go out for bid for audit services. As everyone is aware the current audit is 6 months behind and has been a stressful situation so she thought it beneficial to go out to bid and look at a new situation. They did publish the RFP and got 5 proposals. Ms. Olivas passes out the score summaries. The company that scored the highest was Hinkle & Landers, so Ms. Olivas is requesting the RFP be awarded to Hinkle & Landers for audit services.

Commissioner Frost asks if Ms. Olivas has talked to other counties that have used these various audit services. Ms. Olivas states that yes they did and when they called all the references for this company they were able to talk to all but one of the references and they all had positive feedback about this company. Big bonus for this company is they are out of Albuquerque and they are familiar with Triadic. Chairman Sanchez asks for a motion to approve RFP 2017-03 Audit Services to Hinkle & Landers. **ACTION TAKEN:** Chairman Sanchez makes a motion to approve RFP 2017-03 Audit Services to Hinkle & Landers. Madam Commissioner Ducharme seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

***Department Requests/Reports:**

5.) Updates: a. Various County Departments b. Other Boards or Land Grants (upon request) c. Forest Service (upon request) d. Commission

a.) Various County Departments

Martin Lucero, Emergency Manager-States that we should be getting our MPG grant funding for the upcoming fiscal year as soon as we are NIMS compliant. In regards to WIPP we have a recurring expense from them because we have a WIPP route along 285. Basically we receive funding to help subsidize some of the FIRE & EMS capabilities and we have received our FY2017 funding for that. Mr. Lucero states that he is working with the Fire Departments to spend this funding wisely to improve the capability along that route. In regards to Projects 80 & 54; the reimbursements for those projects have been submitted to DHSEM. We should be getting the reimbursements back soon. Another side issue in regards to weather, there were 2 reported tornado touch downs both in the Clines Corners area. No structural damage only a few trees uprooted. Also there was a Tornado that was said to have touched down in the Ewing area but was not reported. People need to be aware of these and we need to look at putting in some sort of hazardous mitigation to keep the citizens safe. We will also be activating the EOC now in July and it's just to test the capabilities within the EOC itself and hopefully to help with areas that may need some improvement.

Nick Sedillo Risk Management-States that this may not be the place to bring this up but Mr. Sedillo feels it is his responsibility to let the Commission know what is going on. Mr. Sedillo states that the Assessor's office and a few other offices have had some issues with some "irate" customers in the past few weeks. This building is functional but extremely obsolete and you need to be cognizant of the employees that are serving the public and make sure they are safe. If the Commission would like they can visit with Mr. Sedillo individually so that he can give them more specifics on the situation.

Tracey Master DWI Prevention Program Coordinator-States they that there is going to be a Mental Health First Aid Course that will be held this Friday in Mountainair with 10 students attending. The next one will be held June 10th in Moriarty. Ms. Master did receive word from the DWI Grant Council of the award for next year. It is significantly less than last year, and of course everything is contingent upon the audit. Once the audit is received we will receive the grant. In the mail yesterday we did receive from the DOT Traffic Safety Bureau the CDWI Agreement for the current year and it will fund Law Enforcement until September 30, 2017.

Leonard Lujan Road Department-Mr. Lujan states that they went out to Alabaster Road aka BO-16. The road did get bladed and they did clean the ditches like the residents asked them to do. They did install the sign, although Mr. Lujan got a call stating that the sign was not up, but when he went out to the road it was up and right where he had set it. Mr. Lujan also contacted the State to ask for some guard rail for protection to place it at the top of the hill like they asked for. The road department has finished up their FEMA projects, graveled a tenth of a mile on La Cienega Road in Manzano, did about three tenths of a mile on Capilla Peak up to the wood yard in the area and did a few bad spots on La Questa Road aka A0-08 in the Torreon area. We began work on Charlie Breckenridge Road on Monday. We installed about 300 feet of culverts and started hauling out but had to stop due to the hail storm that came through. It's a mess and hopefully they can resume hauling out tomorrow.

All of the blades are all currently running. If a blade is not out it usually means the operator is out or something else has occurred. As of now the guys have been blading for 2 weeks nonstop and have bladed about 300 miles of road. The Road Department was planning on starting the Lexco Rd Project next week but it looks as though it may have to be pushed back a week because in June they will be doing a chip seal and also working on Riley Road with chip seal.

Some of the blades will have to be shut down so that they can bring in the guys to help patch and flag. Other than that everything seems to be moving forward. We are getting good moisture so we are blading as much as we can. Also the Road Department is currently accepting applications for operators.

Madam Commissioner Ducharme-Mr. Lujan mentioned Charlie Breckenridge Road and the Road Department is working on the road which serves residents of Sweetwater Hills. Madam Commissioner Ducharme states that she lives in the area and that she has been getting great feedback from the residents in the area and the residents are very happy with the work. Madam Commissioner Ducharme states that she herself has lived in that area for 13 years and this is the first time she has seen this much activity. Everyone in the area is glad to see the improvements and all the work that is being done as promised and on time. Thank you.

Chairman Sanchez-Ditto regarding issues that have come up in the 3rd district he thanks the Emergency Manager who has helped take care of a few issues in District 3.

6.) Resolution 2017-018 Authorizing Pre-Payment of Property Taxes

Tracy Sedillo Torrance County Treasurer states Resolution 2017-018 is a formality to the payment plan that she is trying to get started in the Treasures Office. Statute 7-38-38 sets the due dates for taxes November 10th and April 10 of each year. Section 7-38-38.2 & 7-38-38.3 provide alternative payment options but require and adoptive resolution by the Commission. This resolution is a formality for our payment plan that is scheduled to start next month and the Commission needs to approve.

ACTION TAKEN: Chairman Sanchez asks for a motion to approve Resolution 2017-018 Authorizing Pre-Payment of Property Taxes. Madam Commissioner Ducharme seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

7.) Resolution 2017-019 Juvenile Adjudication Grant Fund Application- Tracey Master, DWI Prevention

A Resolution authorizing Torrance County to Submit an Application to the Department of Finance and Administration, Local Government Division to Participate in the Juvenile Adjudication Program. Ms. Master states that this is the 7th year we have applied for this funding and it supplements the teen court program.

Ms. Master informs the Commission that they have the Resolution in front of them but they also have the cover sheet which also specifies that Torrance County is requesting supplemental funding to support the Torrance County Teen Court Program. If awarded, a portion of the funding would enable the county to provide additional services to our Teen Court participants in the form of the National Safety Council Defensive Driving Course classes and counseling for those who are dealing with substance abuse/mental health issues that impact their behaviors. Funding would also enable Torrance County to provide supervision for some participants to perform community service as many agencies will not allow unsupervised minors to do so. Lastly, funding is requested to supplement moneys available to pay compensation for the Teen Court Coordinator as the major source of funding, LDWI has significantly reduced for FY2018. Ms. Master is requesting \$9,975.00 in funding, we are

required to put an in kind match of 10% but the amount that is in the application is in the amount of \$3,000.00 which is just a bit over 30%, therefore making the total \$12,975.00.

Commissioner Frost asks how these numbers compare to those that have been requested in the past. Ms. Master replies that for the Juvenile Adjudication Fund I am actually requesting more money. In the past 2 or 3 years the Program has requested approximately \$5,000.00 and that was for the Defensive Driving and the Counseling, but since the LDWI funding is being cut so much Ms. Master is requesting a little more money there to help with the compensation for the Teen Court Coordinator position. Chairman Sanchez asks if this is a 10% match, Ms. Master replies yes it is a 10% match, although she has significantly more money in there. Chairman Sanchez ask what is the purpose of having significantly more in the match. Ms. Master replies because it's there and it's available and it's an in kind match so it demonstrates the County buy in. For the current year we have \$5,263.00, so we only need to have \$526.30 in match. However, the services that are provided by the Teen Court Coordinator through other funding, accounts for approximately \$25,000.00. I demonstrate it to show that the county has a buy in to this.

ACTION TAKEN: Chairman Sanchez makes a motion to approve Resolution 2017-019 Juvenile Adjudication Grant Fund Application. Madam Commissioner Ducharme seconds the motion. Commissioner Frost states that ultimately what we put into this will have to be put into the early budget, but according to the in kind it will not be very much. No further discussion, all Commissioners in favor. **MOTION CARRIED**

8.) Resolution 2017-20 Line Item Transfer(s)-Amanda Tenorio, Finance Director

Ms. Tenorio is requesting approval from the Commission on Resolution 2017-20 Line Item Transfer(s). Whereas County Departments are requesting line item transfers within their budgeted funds in the FY 2016-17 Budget.

Chairman Sanchez asks County Manager Belinda Garland for an explanation from the line item transfer in the amount of \$90,000.00. Mrs. Garland replies that \$1,900.00 of that will be used to replace the water heater at the animal shelter, about \$15,000.00 to \$20,000.00 of that will be used for the rewiring of the new Sheriff's Department, she is waiting for an updated quote so that Ms. Garland can request a PO. And the remainder of the money will be held for any type of building improvements that need to be made for the end of the year.

ACTION TAKEN: Chairman Sanchez asks for a motion to approve Resolution 2017-20 Line Item Transfer(s). Commissioner Frost seconds the motion. Madam Commissioner Ducharme has a question about the smallest amount on the Line Item Transfer Requests in the amount of \$250.00 for window tint. Ms. Tenorio states that Madam Commissioner Ducharme will have to ask the Department Head about that Line Item Transfer. Nick Sedillo from the Assessor's office states that ideally it would be nice to have a covered parking structure for the county vehicle, but since there are a lot of vehicles here that sit in the sun, this window tinting will help protect the inside of the vehicle from sun damage since we don't have a covered parking structure. Mr. Sedillo states that there are older vehicles that do not have tinted windows and if you look inside it looks like rats have eaten at the seat because the sun damage is so bad. Mr. Sedillo also states that one of his proposals for the upcoming year is installing a covered parking structure so that the county fleet can get protection from the effects of the weather. Most of the vehicles we have do have tinted windows, it's cheaper to get it done after the

purchase of the vehicle then to get it done from the dealer. Madam Commissioner Ducharme states that she is also bothered by the perception of the public of not being able to see the person driving the County Vehicle. Mr. Sedillo states that all of the County Vehicles are clearly marked so if there is questionable activity going on then it needs to be reported. The tint is within the legal limit. Commissioner Frost states that this is money that is already budgeted and all the department is doing is moving it from one account to the other, it's not new dollars we are approving. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

***County Manager Requests/Reports:**

9.) Request Payment of EVSWA Tipping Fees; Request to Allow payment(s) past due & future through the end of FY2017

County Manager Belinda Garland states that she passed out a couple of billings for the EVSWA. Ms. Garland is requesting from the Commission direction on how they would like for her to proceed with paying these invoices. There is a statement from March which is now past due, the current statement for the month of April and also the recycling bill for the month of March.

ACTION TAKEN: Commissioner Frost makes a motion to approve the Request to Allow Payment(s) past due & future payments through the end of FY2017. Chairman Sanchez suggest that the motion stipulate not to include the late fees. Commissioner Frost states that this motion is not to include late fees. Chairman Sanchez seconds the motion. Madam Commissioner Ducharme states that she is also in favor of this item. Chairman Sanchez states that perhaps we can pay through the end of the fiscal year, but beyond the fiscal year the County should meet with EVSWA to discuss the issues of the tipping fees and reevaluate our relationship with EVSWA. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

10.) Mid-Region Council of Governments Rural Transportation Planning Committee Appointment(s)-Annette Ortiz, Deputy County Manager

Ms. Annette Ortiz states that the commission requested that we receive letters of interest from the public to sit on this board. As Ms. Ortiz viewed the website it looks as though it doesn't seem like a public based committee. We have only had either a Commissioner or other County Employees represent the county on this committee. Leonard Lujan and Nick Sedillo have sat on that board in the past. Ms. Ortiz is approaching the Commission to ask that they reconsider putting this out to the public, and suggests that maybe they appoint Mr. Sedillo and Mr. Lujan to this board if a Commissioner does not want to sit on this board. Keep it more internal than external. The goals of the RTPO are to provide a regional forum for a cooperative decision making about transportation issues and to serve as a liaison between the local governments and the NMDOT.

Ms. Ortiz suggest that instead of spending money on advertising and requesting an outside member of the public to sit on this board as it reads, she requests that either a Commissioner sit on the board with 1 alternate or allow for staff to attend the meetings. Madam Commissioner Ducharme asks Ms. Ortiz what is her reasoning behind not bringing in a member of the public to sit on this board. Ms. Ortiz replies that she is not saying that you can't, she is merely stating that it has always been a staff member, and it is for the local governments and the DOT to sit

on this board. Who better to sit on this board than our road Superintendent and a Commissioner that know about our road issues here in the county. Ms. Garland state that the meetings are a collaboration between the local governing bodies and the NMDOT. Commissioner Frost states the he would be happy with someone sitting on that committee that is familiar with roads as opposed to someone who is not.

ACTION TAKEN: Commissioner Frost makes a motion to Appoint Road Superintendent Leonard Lujan to sit on the Mid-Region Council of Governments Rural Transportation Planning Committee. Chairman Sanchez seconds the motion. Madam Commissioner Ducharme states that she has concerns about having Mr. Lujan on the board. She states that he sits on too many committees already and we need him here to work on roads and not attending various meetings. Ms. Garland, Torrance County Manager suggests that maybe she could attend the next meeting and see what the content of the meeting consists of to give the County better direction on who might be the most appropriate person to sit on the board. Ms. Garland also suggest that Mr. Lujan attend with her to guide her through the meeting and come back with a report for the Commission. Chairman Sanchez said he is willing to do let Ms. Garland take that route. Commissioner Frost withdraws his motion to appointment Mr. Leonard Lujan to the Mid-Region Council of Governments Rural Transportation Planning Committee. Chairman Sanchez seconds the motion. No further discussion, all Commissioners in Favor. **MOTION CARRIED**

11.) Request Approval of Pitney Bowes Lease Agreement

Leslie Olivas, purchasing director states the Pitney Bowes is the postage machine meter that is in the Manager's office and it is time to renew the lease. Ms. Olivas states that the lease is up in two months so now would be a good time for this to be renewed. Ms. Garland states that she did look at another postage provider, and Pitney Bowes did under bid them by \$142.00 a month.

ACTION TAKEN: Chairman Sanchez makes a motion to approve the Pitney Bowes lease agreement. Madam Commissioner Ducharme seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

12.) Update

Belinda Garland Torrance County Manager reads her update. Ms. Garland states that herself and Chairman Sanchez are invited to attend the next Tajique land grant meeting to discuss the transfer station. The New Mexico Finance Authority has approved the 10 year loan application to replace the fire truck that was totaled in December 23rd, 2016. Ms. Garland attended a meeting at MRCOG regarding the road to the 2020 Census and is also setting up future meeting dates with MRCOG to address Economic Development in the County. Ms. Garland did a walk through on Monday May 1st, 2017 of the new Sheriff's office and is waiting for a quote for the IT wiring and hardware. The Torrance County Fire Chief has resigned and at this time we are moving forward in advertising so that the county can get this positioned filled. She also mentioned she attended the Fire Chief meeting on May 5th and told the Fire Chief's to keep operating as usual. There is also an advertisement running for an at large member for the EMS Research Committee member and letters of interest will be presented at the next Commission meeting. Ms. Garland also met with Angie Coburn and Rick Gonzales to discuss budget concerns for the Senior Centers and PMS and also building maintenance, and Ms.

Garland has also been working on several employee and litigation issues. Ms. Garland would also like to say thank you to all the County employees for all your hard work.

***PUBLIC COMMENT/REQUEST**

1.) Betty Cabber, Torrance County Assessor. Ms. Cabber would like to apologize that during the Department updates she was outside talking to a few people and she missed giving her update so she would like to give her update now. Ms. Cabber states that the Assessor's office is having their yearly audit from the property tax division. New Mexico Property tax division will be here on Monday and Tuesday and they will be conducting Ms. Cabber's exit interview with them and then be receiving their report in about a month or so. Ms. Cabber was told by them that it looked like the Assessor's office was operating very well.

Ms. Cabber gives a little report from the Board of Directors that she attended on Friday at Eastern New Mexico University in Portales. She gives the Commission a handout of the packet that shows how the Board of Director meetings are conducted (documentation hereto attached). This just gives the commission an idea of what goes on in these meetings. Ms. Cabber also mentions that there was some discussion about the fire fund and NMAC has money they are supposed to be reimbursing. As soon as the NMAC gets everything settled there should be some correspondence that will go out to let the county know when the money will be reimbursed. Also she mentioned then there is a Wildfire Risk Reduction Grant Program that seems to have a lot of money and if the County has not put in for this maybe they should to get some sort of assistance. Chairman Sanchez state that the County did use this grant last year.

2.) Hank Van Es Torrance County Citizen-Mr. Van Es states that he would like to talk about an incident report that occurred last December involving a Torrance County Fire Truck. The accident happened on highway 41 and according to the report the driver was driving south in the south bound lane with his emergency lights on trying to get back to the Mountainair Fire. The driver stated that there was a pickup truck that refused to pull over and as a result he ended up in the ditch and rolled the truck. The driver stated in the report that he was driving approximately 70 mph when he approached the other vehicle. The passenger also stated that the pickup truck refused to pull over. The Sheriff's deputy that wrote the report stated that the accident was preventable. And the accident was a result of excessive speed, and the driver was given a verbal warning. Mr. Van Es states that in his opinion the driver lied, the passenger lied and covered up for the driver. There is nowhere on Highway 41 that gives you space to pull over and if you try you end up immediately in the grass. So we have a driver of a county Fire Truck who is expecting a pickup truck to pull over In Mr. Van Es' perspective the driver of the Fire truck did not exercise proper judgement, when he refused to slow down. Mr. Van Es suggests that both the driver and the passenger of the Fire Truck be terminated from the fire department for lying and crashing the fire truck

EXECUTIVE SESSION

As per Motion and Roll Call Vote, Pursuant to New Mexico State Statute Section 10-15-1, the Following Matters will be Discussed in Closed Session

- a.) Limited personnel matters pursuant to NMSA 10-15-1 H (2) regarding discussion of County Fire Chief.
- b.) Limited personnel matters pursuant to NMSA 10-15-1 H (2) regarding County Manager

ACTION TAKEN: Chairman Sanchez makes a motion to enter in to Executive Session. Madam Commissioner Ducharme seconds the motion, all Commissioners in favor. **ROLL CALL VOTE: District 1: Yes. District 2: Yes. District 3: Yes. MOTION CARRIED.**

Entered into Executive Session at 12:19 pm

***Reconvene from Executive Session:**

ACTION TAKEN: Commissioner Frost makes a motion to reconvene from Executive Session. Madam Commissioner Ducharme seconds the motion, all Commissioners in favor. **MOTION CARRIED**

Reconvene from Executive Session at 12:44 pm

Pursuant to Open Meetings Act, Section 10-15-1 (J), Commission Report from Executive Session

County Attorney Dennis Wallin suggest that Chairman Sanchez announce that no action was taken during Executive Session.

Chairman Sanchez states that no action was taken during executive session.

- c.) Consider and Act Upon, if appropriate, Limited Personnel Matter regarding discussion of County Fire Chief

ACTION TAKEN: Chairman Sanchez makes a motion to ratify the contract for the County Fire Chief. Commissioner Frost Seconds the motion. Madam Commissioner Ducharme states that on page 2 of the contract it states that the contractor is an Independent Contractor performing non-professional services to the County and is not an employee of the County. Madam Commissioner Ducharme addresses Mr. Wallin and asks if Mr. Dirks can be considered an Independent Contractor. Mr. Wallin states that yes, this is what this contract is for and is acting in the Interim is a consultant to the County to assist in the transition to a new Fire Chief. Commissioner Frost states that as it was explained that during this period of time he will not receive the stipend as a Fire Department employee. Madam Commissioner Ducharme asks if that is what makes him an Independent Contractor. Mr. Wallin replies, no, what makes Mr. Dirks an independent Contractor is that he is the one signing the contract to provide consulting services to the Fire Department until a new Fire Chief is hired. Madam Commission Ducharme asks if it is in the contract somewhere stating that Mr. Dirks will not receive the stipend as a County employee. Mr. Wallin replies that it was not in the contract when it was drafted. Ms. Garland states that it was a verbal agreement between herself and Mr. Dirks that

he would not receive a stipend. Mr. Wallin states that he can create an amendment to the contract to state this.

Madam Commissioner Ducharme says item #5 Term; a respective of the date of signature this contract shall be effective April 29th, 2017, and shall terminate on August 26th, 2017 or sooner upon the appointment of a fulltime Fire Chief by the County. Madam Commissioner Ducharme wants to know if this can be changed to reflect today's date. Mr. Wallin replies that it is his understanding that Mr. Dirks has been providing this service since April 29th and that is why this date is in the contract. Madam Commissioner Ducharme asks about the scope of services. She wants to know if the job description will be attached to the application for the people that will be applying for the job. Ms. Garland asks if there are job specs for the position. Ms. Ortiz states that at the time the previous Chief was hired there was no specs it was a different process. If need be they can create the specs for the applications. Madam Commissioner Ducharme states that she is wanting to know about the job specifications for Mr. Dirks if those are in the Contract. Mr. Wallin states that all of this can be taken care of for the contract as well as for the specifications for the applicants for the position.

Mr. Michael Godey states that when you hire the permanent fire chief you will need a job description for the Chief. It may have been an oversight on the previous commission not to have a description for the position. Mr. Godey suggests that it would be a good idea to include that when hiring. Ms. Ortiz states that they are working on the job specs for this position. No further discussion, all Commissioner in Favor. **MOTION CARRIED**

d.) Consider and Act upon, if appropriate, Limited Personnel Matters regarding the County Manager.

No action was taken in the Executive Session

ACTION TAKEN: Commissioner Frost make a motion to approve regarding coming up short on change of insurance from previous employment to this in the amount of \$341.68 to cover until the 1st of July. Madam Commissioner Ducharme seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

ADJOURNMENT

ACTION TAKEN: Chairman Sanchez makes a motion to adjourn the May 10, 2017 Regular Commission Meeting. Commissioner Frost seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

Meeting adjourned at 12:56 pm

Chairman Javier Sanchez

Yvonne Otero-Administrative Assistant

Date



Consent Agenda

C E R T I F I C A T I O N

TOTAL CHECKS PRINTED 67

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 104,199.23 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 05/11/2017 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

ATTEST BY

James W. Frost

Javier Sanchez

Julia Ducharme

Linda Jaramillo

THE UNDERSIGNED COUNTY TREASURER DOES HEREBY CERTIFY THAT SUFFICIENT FUNDS EXIST FOR THESE ACCOUNTS PAYABLE CHECKS TO BE ISSUED ON THIS DATE AND DOES HEREBY AUTHORIZE THE FINANCE DEPARTMENT TO PROCESS THESE CHECKS.

Tracy L. Sedillo

W-1

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amo
01 0	100063	A RIFKIN CO	2000 - 'I VOTED' STICKERS	401-21-2219	651017	05/10/2017	31059	204.2
	204.23		INVOICE # 4169449					
05/11/2017								
ELECTIONS		204.23						
01 0	100064	ADVANCED COMMUNICATIONS &	CORRECTION LOCATION FOR WNY J874	911-80-2272	151017	05/10/2017	30918	4614.4
	4614.44		CALL SIGN;				30918	
05/11/2017			WNZR890 CORRECT LOCATION				30918	
			INFORMATION FOR CAPILLA;				30918	
			WQFJ267, INCREASE ANTENNA HEIGHT				30918	
			AT MFD;				30918	
			FIRE/EMS, INCREASE ANTENNA				30918	
			HEIGHT AT DISPATCH;				30918	
			FIRE/EMS ADD DISPATCH LOCATION				30918	
			INVOICE # 5979					
911-DISPATCH CENTER		4614.44						
01 0	100065	AIRGAS USA LLC	CYLINDER RENTAL FEE	405-91-2230	251017	05/10/2017		117.7
	117.72		APRIL, 2017					
05/11/2017			INVOICE # 9944669876					
STATE FIRE ALLOTMENT		117.72						
01 0	100066	ALL-IN-ONE LOCK KEY & SAFE	REPAIR LOCK ON DA'S BATHROOM	401-16-2215	351017	05/10/2017	31073	175.4
	175.45		DOOR				31073	
05/11/2017			INVOICE # 050417-1				31073	
			1337 ON 5/1/2017 TMP-170505					
JUDICIAL COMPLEX MAINT		175.45						
01 0	100067	AMBITIONS TECHNOLOGY GROUP LLC	SWITCHES TO RUN WIRING AT	620-94-2215	451017	05/10/2017	30919	688.5
	688.58		SHERIFF'S NEW OFFICES				30919	
05/11/2017			1130 ON 3/23/2017 TMP-170323				30919	
			INVOICE # 6078					
INFRASTRUCTURE GROSS R		688.58						
01 0	100068	ARAGON, JULIANITA	HOME VISITING IN TORRANCE	629-52-2205	551017	05/10/2017		80.5
	80.55		COUNTY & MEETINGS IN ALBUQUERQUE					
05/11/2017			TCPO-HV					
HOME VISITING GRANT FY		80.55						
01 0	100069	AT & T MOBILITY LLC	DIST-1 VFD MONTHLY BILL	407-91-2207	751017	05/10/2017		58.5
	58.55		INVOICE # 287272915609X04282017					
05/11/2017								
STATE FIRE ALLOTMENT		58.55						
01 0	100070	AUTOZONE INC.	BATTERIES, WIPER BLADES, WASHER	401-50-2201	851017	05/10/2017	30503	157.7
	315.52		FLUID, UNIT NEEDS				30503	
05/11/2017			APRIL 2017				30503	
			INVOICE # 2248604921;2248610832					
			2248603632					
COUNTY SHERIFF		157.76						
01 0	100071	B I INC	TRANSPORTATION OF PRIS	420-73-2218	951017	05/10/2017		1505.2
			GPS/ADD UNITS (11 DEFENDANTS)					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amo
2857.62	05/11/2017	COMMUNITY MONITORING	INVOICE # 1018468		1051017	05/10/2017		1352.3
			GPS/ADD UNITS (8DEFENDANTS)	420-73-2218				
			INVOICE # 10096235/1013951					
01 0	100072	BOUND TREE MEDICAL, LLC	16 - CURAPLEX EXTRACTION DEVICE	415-33-2344	1151017	05/10/2017	30997	2811.2
	2811.20		W/CASE, RED, FOR CONFINED				30997	
	05/11/2017		SPACE PATIENT IMMOBILIZATIO				30997	
			16 - CURAPLEX TRACTION SPLINT,				30997	
			ADULT				30997	
			INVOICE # 32418336					
01 0	100073	BRASIER ASPHALT, INC.	168 - BAGS OF PATCH MATERIAL FOR	621-96-2613	1251017	05/10/2017	31023	2100.0
	2100.00		ROAD REPAIRS ON LEXCO AND				31023	
	05/11/2017		CRA027 (RILEY)				31023	
			INVOICE # 2600					
01 0	100074	CABBER, MAX	PLANNING & ZONING BOARD MEETING	401-08-2205	1351017	05/10/2017		61.0
	61.00							
	05/11/2017							
01 0	100075	CLARK TRUCK EQUIPMENT CO INC	DIAGNOSE AND REPAIR TOMMY LIFT	401-82-2201	1551017	05/10/2017	30992	469.1
	469.14		ON AC TRUCK				30992	
	05/11/2017		INVOICE # 67,457					
01 0	100076	COAST 2 COAST TIRES & AUTO	REPLACE REAR TIRES ON 2000	401-15-2201	1651017	05/10/2017	31033	346.5
	346.96		SERVICE TRUCK				31033	
	05/11/2017		INVOICE # 23664					
01 0	100077	COMPUTER CORNER INC	4 - 24" HP MONITORS	609-30-2219	1751017	05/10/2017	31052	999.5
	999.96		INVOICE # 154508					
	05/11/2017							
01 0	100078	CORRECTIONS CORPORATION OF AMER	ICE TRANSPORTATION	825-70-2172	1851017	05/10/2017		485.8
	30878.71		INVOICE # 11-2016					
	05/11/2017		REIMBURSEMENT FOR 4-2017					
			ICE HOUSING					
			ICE 4-2017					
01 0	100079	DT AUTOMOTIVEBRANDON DAVIS	4 TIRES, MOUNT AND BALANCE	420-74-2201	2051017	05/10/2017	31060	738.0
	1293.00		ALIGNMENT				31060	
	05/11/2017		BACA - DODGE				31060	
			INVOICE # 310601					
			VEHICLE MAINTENANCE					
			ADULT INMATE CARE					
			30878.71					
			999.96					
			346.96					
			469.14					
			61.00					
			2100.00					
			2811.20					
			2857.62					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amo
		TRANSPORTATION OF PRIS	COUNTY SHERIFF					
01 O	100080	EMW GAS ASSOCIATION	DIST.3 VFD MONTHLY BILL	408-91-2209	2251017	05/10/2017	30905	137.9
	495.43		TCTD 2 MONTHLY BILL	406-91-2209	/	/	30905	212.4
	05/11/2017		DIST.2 VFD MONTHLY BILL	405-91-2209	/	/	30905	145.0
		STATE FIRE ALLOTMENT						
01 O	100081	EVSWA	STORAGE REMOVAL	604-83-2272	2351017	05/10/2017		20.0
	20.00		INVOICE # 1720					
	05/11/2017							
		COMMUNICATIONS/EMS TAX						
01 O	100082	GRAHAM, RON	PLANNING & ZONING BOARD MEETING	401-08-2205	2451017	05/10/2017		61.0
	61.00							
	05/11/2017							
		PLANNING & ZONING						
01 O	100083	GUSTIN HARDWARE INC.	STRAPS, SHOVELS, NUTS, BOLTS	402-61-2250	2551017	05/10/2017	30969	486.6
	486.65		APRIL 2017				30969	
	05/11/2017							
		COUNTY ROAD SHOP						
01 O	100084	GUSTIN HARDWARE INC.	ELECTRICAL, PLUMBING, ROOFING	401-24-2215	2651017	05/10/2017	30943	373.2
	373.28		AND HARDWARE SUPPLIES FOR				30943	
	05/11/2017		BUILDING MAINTENANCE				30943	
		HEALTH DEPT BLDG MAINT						
01 O	100085	HOLMAN'S INC.	GARMIN GPS UNIT	609-30-2218	2751017	05/10/2017	31025	174.5
	174.99		INVOICE # 10376300					
	05/11/2017							
		COUNTY TREASURER						
01 O	100086	HONSTEIN OIL CO.	SHERIFF FUEL	401-50-2202	2851017	05/10/2017		563.1
	985.37		INVOICE # ZZ2205					
	05/11/2017		P&Z FUEL	401-08-2202	2951017	05/10/2017		67.2
			TC ANIMAL SHELTER FUEL	401-82-2202	3051017	05/10/2017		136.1
			INVOICE # ZZ2206					218.7
		COUNTY SHERIFF						
01 O	100087	INDEPENDENT DRUG TESTING	PLANNING & ZONING	203.47	3151017	05/10/2017		129.8
	129.85		DRUG TEST CONFIRMATIONS-MARCH	420-73-2272				
	05/11/2017		DRUG TEST CONFIRMATIONS-APRIL					
		COMMUNITY MONITORING						
01 O	100088	INTEGRATED TECHNOLOGIES CORP	DIAGNOSE POPPING IN MICROPHONE	401-65-2218	3251017	05/10/2017	30351	1300.0
	1300.00		INSTALL WIRED MICROPHONE AT				30351	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amo
05/11/2017		INFORMATION TECHNOLOGY	LEGAL DESK IN COMMISSION					
			CHAMBERS				30351	
			INVOICE # 117-20-0004				30351	
			10/12/2016				30351	
01 O	100089	JUNIOR'S TIRE & AUTO PARTS INC.4	TIRES SHERIFF WHITE DODGE	420-74-2201	3351017	05/10/2017	31079	2219.8
	2219.80		4 - TIRES UNDERSHERIFF RIVERA				31079	
			DODGE				31079	
05/11/2017			4 - RIMS UNDERSHERIFF RIVERA				31079	
			DODGE				31079	
			INVOICE # 168747					
		TRANSPORTATION OF PRIS	5 - G-XTRME 3.0 JACKET	406-91-2248	3651017	05/10/2017	30881	2220.0
01 O	100090	L.N. CURTIS & SONS	GLOBE CUSTUM				30881	
	4440.00		5 - G-XTRME 3.0 PANT				30881	
			GLOBE CUSTOM				30881	
05/11/2017			6 - CUSTOM STRUCTURE BOOTS				30881	
			CITY OF ROSWELL ITB-15-001				30881	
			INVOICE # INV97676					
			6 - G-XTRME 3.0 JACKET	405-91-2248	3751017	05/10/2017	30877	2220.0
			GLOBE CUSTOM				30877	
			6 - G-XTRME 3.0 PANTS - GLOBE				30877	
			CUSTOM				30877	
			6 - CUSTOM STRUCTURE BOOTS				30877	
			CITY OF ROSWELL ITB-16-001				30877	
			INVOICE # INV97699					
		STATE FIRE ALLOTMENT	PLANNING & ZONING BOARD MEETING	401-08-2205	3451017	05/10/2017		61.0
01 O	100091	LANGELL, GAIL						
	61.00							
05/11/2017								
		PLANNING & ZONING	PLANNING & ZONING BOARD MEETING	401-08-2205	3551017	05/10/2017		61.0
01 O	100092	LARSON, BILL						
	61.00							
05/11/2017								
		PLANNING & ZONING	SPECIAL ELECTION 2016 RENT FOR	401-20-2272	3951017	05/10/2017	29983	150.0
01 O	100093	MANZANO TIENDITA LLC	MANZANO CENTER				29983	
	150.00		COMMODITY CODES: 97165				29983	
05/11/2017			INVOICE # 192087					
		COUNTY CLERK	DWI COURT INCENTIVES	804-89-2219	3851017	05/10/2017	30674	252.4
01 O	100094	MASTER, TRACY	SNACKS, GIFT CARDS				30674	
	252.43		VERBAL APPROVAL BY L. OLIVAS				30674	
05/11/2017			1030 ON 1/24/17 TMP-170122				30674	
		DRUG EDUCATION	LEGAL NOTICE OF	401-30-2221	4051017	05/10/2017	30900	79.0
01 O	100095	MOUNTAIN VIEW TELEGRAPH						

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amo
		STATE FIRE ALLOTMENT	2302.36					
01 O	100103	NEW MEXICO STATE UNIVERSITY	3RD. QUARTER OF FY 16/17	401-05-2261	5151017	05/11/2017		20083.5
	05/11/2017		FOR SUPPORT OF THE COOPERATIVE SERVICE IN TORRANCE COUNTY					
		COUNTY COMMISSION	20083.59					
01 O	100104	NM ASSOCIATION OF ASSESSING OFFZ	NMAAO SPRING CONFERENCE	610-40-2266	4951017	05/11/2017		200.0
	05/11/2017		REGISTRATION - GALLUP, NM 4-26-2017 THRU 4-28-2017 B. CABBER, J. LUCERO					
		COUNTY ASSESSOR	200.00					
01 O	100105	NM COALITION AGAINST DOMESTIC	REGISTRATION FOR WOMEN'S BIP	690-09-2266	4851017	05/10/2017		90.0
	05/11/2017		TRAINING - UNDERSTANDING AND ADDRESSING WOMEN'S USE OF FORCE ALBUQUERQUE, NM J. GONZALES, A. MARTINEZ					
		HIGH LONESOME WIND PILL	90.00					
01 O	100106	NM EDGE	NM EDGE NEW STUDENT REGISTRATION	610-40-2266	5051017	05/11/2017		50.0
	05/11/2017		C. SALAS INVOICE # 4701					
		COUNTY ASSESSOR	50.00					
01 O	100107	NORTHERN SAFETY CO INC	SAFETY SHOES - C. LANGE	401-15-2248	5251017	05/11/2017		96.7
	05/11/2017		INVOICE # 902401952/101296504					
		ADMINISTRATIVE OFFICES	96.74					
01 O	100108	ORKIN INC.	SCHEDULED SERVICE MAY	911-80-2215	5351017	05/11/2017		115.9
	05/11/2017							
		911-DISPATCH CENTER	115.90					
01 O	100109	PENGUIN MANAGEMENT INC.	DISTRICT 1,2,3,4,5,6, & FIRE ADMIN.	407-91-2272	5451017	05/11/2017		153.4
	05/11/2017		6 MONTHS VOICE NOTIFICATION/ADDI SINGLE TONE PAIR STREAMING AUDIO INVOICE # 44467	406-91-2272 408-91-2272 409-91-2272 405-91-2272 418-91-2272 413-91-2272				
		STATE FIRE ALLOTMENT	1074.00					
01 O	100110	PLATEAU WIRELESS	LANDLINE CHARGES	407-91-2207	5551017	05/11/2017		176.8
	05/11/2017		575-584-2244 DIST.1 VFD INVOICE # 8287027					
		STATE FIRE ALLOTMENT	176.81					
01 O	100111	QWEST CORPORATION	DIST.2 VFD 505-832-4040 899B	406-91-2207	1451017	05/10/2017		208.3

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMOUNT
2502.12	05/11/2017		DIST.4 VFD 505-384-2353 044B	409-91-2207	/	/		168.6
			DIST.3 VFD 505-384-2810 154B	408-91-2207	/	/		132.3
			505-832-4911 598B	408-91-2207	/	/		154.3
			FIRE ADMIN. 505-384-1067 935B	413-91-2207	/	/		201.2
			FIRE ADMIN. 505-832-9606 538B	413-91-2207	/	/		75.0
			DIST.2 VFD 505-281-9213 783B	406-91-2207	/	/		60.3
			DISPATCH 505-384-9631 581B	911-80-2207	/	/		537.1
			MANAGER 505-384-5294 082B	401-10-2207	/	/		189.7
			SENIOR CENTERS 505-832-4425 163B	401-05-2207	/	/		111.8
			505-384-5010 995B	401-05-2207	/	/		184.3
			505-847-2885 204B	401-05-2207	/	/		52.2
			CLERK 505-384-4080-353B	401-20-2207	/	/		54.8
			ASSESSOR 505-384-4362 899B	401-40-2207	/	/		56.2
			TREASURER'S 505-384-4381 889B	401-30-2207	/	/		56.2
			TC ANIMAL 505-384-5117 227B	401-82-2207	/	/		259.2
01 0	100112	REMMY, WARREN T	911-DISPATCH CENTER	537.13	COUNTY MANAGER	189.75		
			COUNTY CLERK	54.80	COUNTY ASSESSOR	56.26		
			ANIMAL SHELTER	259.24				
01 0	100112		SEAL ROOF LEAKS AT RIDGE CAP BY	911-80-2215	5651017	05/11/2017	30662	1246.0
			REMOVING ALL RIDGECAP AND		30662			
			SEALING WITH A METAL TO METAL		30662			
			SILICONE AND RE-INSTALLING		30662			
			RIDGECAP		30662			
			PARTS AND LABOR COMBINED.	911-80-2203				
			MONTHLY MAINTENANCE (MAY)		30662			
			HVAC		30662			
05/11/2017					5751017	05/11/2017		360.0
911-DISPATCH CENTER	1606.00							
01 0	100113	RICOH USA, INC	MP3354SP C86130949	401-30-2203	5851017	05/11/2017		282.4
	282.43		RENT, ADDITIONAL IMAGES					
			INVOICE # 98735532					
05/11/2017								
COUNTY TREASURER	282.43							
01 0	100114	RICOH USA, INC	APRIL BALANCE ADDITIONAL IMAGES	401-08-2203	5951017	05/11/2017		795.4
	795.40		RENT					
			INVOICE # 98735534					
05/11/2017								
PLANNING & ZONING	795.40							
01 0	100115	RICOH USA, INC	EQUIPMENT-BLK&WHT COPIES (APRIL)	605-22-2272	6051017	05/11/2017		140.8
	140.81		INVOICE # 5048312049					
05/11/2017								
DWI LOCAL GRANT FY17	140.81							
01 0	100116	RICOH USA, INC	***REPLACES PO 28393***	610-40-2203	6151017	05/11/2017	29875	56.6
	113.20		1 RICOH MPCW200SP WIDE FORMAT	675-07-2203		/	29875	56.6
05/11/2017								
COUNTY ASSESSOR	56.60							
01 0	100117	RMS SERVICES	MAINTENANCE CONTRACT ADMN. BLDG.	401-15-2203	6251017	05/11/2017		1217.7
	2342.32		MAINT. CONTRACT FOR JUDICIAL	401-16-2203		/		867.8
			FURNACE FILTERS AT ESTANCIA	401-16-2218	6351017	05/11/2017	31019	134.8
05/11/2017			SENIOR CENTER				31019	
			INVOICE # 2764					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amo
			FURNACE FILTERS FOR MOUNTAINAIR SENIOR CENTER	401-16-2215	6451017	05/11/2017	31037	121.8
			INVOICE # 2763				31037	
			ADMINISTRATIVE OFFICES 1217.77 JUDICIAL COMPLEX MAINT 1124.55					
01 O	100118	SEDILLO, SOPHIA	COUNTY FAIR AWARD MONEY	412-53-2235	6551017	05/11/2017		10.0
	10.00		DOANTED BY CNME					
	05/11/2017							
			COUNTY FAIR					
01 O	100119	STAPLES BUSINESS ADVANTAGE	TAB DIVIDERS	401-20-2219	6651017	05/11/2017	31039	75.2
	75.20		INVOICE # 3338031307					
	05/11/2017							
			COUNTY CLERK					
01 O	100120	STAPLES BUSINESS ADVANTAGE	STAPLES CHAIR	401-30-2219	6751017	05/11/2017	31014	188.3
	188.30		INVOICE # 3337223483					
	05/11/2017							
			COUNTY TREASURER					
01 O	100121	T-MOBILE USA, INC	COMMISSION MONTHLY BILL	401-05-2207	6851017	05/11/2017		63.6
	3724.74		CIVIL DEFENSE MONTHLY BILL	604-83-2207				31.8
	05/11/2017		MAINT. MONTHLY BILL	401-15-2207				16.3
			MANAGER MONTHLY BILL	401-10-2207				81.1
			CLERK MONTHLY BILL	401-20-2207				16.3
			P&Z MONTHLY BILL	685-08-2207				16.3
			P&Z MONTHLY BILL	401-08-2207				31.8
			TC SHERIFF MONTHLY BILL	401-50-2207				2044.1
			TC ANIMAL MONTHLY BILL	401-82-2207				122.0
			FIRE ADMIN. MONTHLY BILL	413-91-2207				159.0
			DISTS.3 VFD MONTHLY BILL	408-91-2207				31.8
			ROAD MONTHLY BILL	406-91-2207				48.1
			TCPO HV MONTHLY BILL	402-60-2207				528.6
			TCPO DV MONTHLY BILL	629-52-2207				127.2
			DISPATCH MONTHLY BILL	690-09-2207				95.4
			DWI MONTHLY BILL	911-80-2207				222.6
			ELECT. MONITORING MONTHLY BILL	605-22-2207				31.8
			TREASURER MONTHLY BILL	420-73-2207				31.8
			COMMUNICATIONS/EMS TAX	401-30-2207				24.7
			COUNTY CLERK					
			COUNTY SHERIFF					
			HOME VISITING GRANT FY					
			DWI LOCAL GRANT FY17					
			ADMINISTRATIVE OFFICES					
			PLANNING & ZONING					
			STATE FIRE ALLOTMENT					
			HIGH LONESOME WIND PILL					
			COMMUNITY MONITORING					
			OIL CHANGE;					
			REPAIR TURN SIGNAL MULTIFUNCTION SWITCH;					
			DRIVER'S SIDE WINDOW REGULATOR;					
			LABOR; SHOP SUPPLIES; FEES; TAX					
			STEERING MOTOR AND LABOR					
			INVOICE # 6047347/1					
			6047487/1					
			TILLERY CHEVROLET GMC INC					
01 O	100122	TILLERY CHEVROLET GMC INC	COUNTY COMMISSION		6951017	05/11/2017	31003	1517.1
	1517.12		COUNTY MANAGER				31003	
	05/11/2017		COUNTY SHERIFF				31003	
			COUNTY ROAD DEPARTMENT				31003	
			911-DISPATCH CENTER				31003	
			COUNTY TREASURER				31003	
			COUNTY COMMISSION					

CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amo
01 0	100123	TJ ENTERPRISES AUTO SUPPLY	PARTS FOR EQUIPMENT REPAIRS-	402-60-2244	7051017 05/11/2017	30964	992.7
	992.73		OILS, FILTERS, BELTS, WIPER			30964	
	05/11/2017		BLADES, WRENCHES, BRAKES, WHEEL			30964	
			STUDS, CROSSBAR, LUG NUTS,			30964	
			COOLANTS, TOWELS			30964	
			APRIL 2017				
COUNTY ROAD DEPARTMENT 992.73							
01 0	100124	TJ ENTERPRISES AUTO SUPPLY	PARTS FOR VEHICLE REPAIRS-	402-60-2201	7151017 05/11/2017	30960	971.2
	971.22		OILS, FILTERS, TOWELS, FLUIDS,			30960	
	05/11/2017		BELTS, FUSES, COOLANTS, PLUGS,			30960	
			FUNNELS, GASKETS			30960	
			APRIL 2017				
COUNTY ROAD DEPARTMENT 971.22							
01 0	100125	TORRES, JOSE J.	PLANNING & ZONING BOARD MEETING	401-08-2205	7251017 05/11/2017		61.0
	61.00						
	05/11/2017						
PLANNING & ZONING 61.00							
01 0	100126	TRIADIC INC.	IT MAINTENANCE CONTRACT (APRIL)	401-65-2203	7351017 05/11/2017		4201.2
	4201.22		INVOICE # 03:57.2				
	05/11/2017						
INFORMATION TECHNOLOGY 4201.22							
01 0	100127	TWO GUNZ CUSTOMZ & HYDROGRAPHICBRY/ERASE BUFFING PADS	3M ADHESIVE REMOVER	420-74-2201	7451017 05/11/2017	30999	134.0
	134.00		(TO REMOVE DECALS FROM ONE TRUCK			30999	
	05/11/2017		TO RE-DECAL FOR TRASNPORT)			30999	
			INVOICE # 1230				
TRANSPORTATION OF PRIS 134.00							
01 0	100128	WASTE MANAGEMENT OF NM INC.	1-8 YARD DUMPESTER MONTHLY CHARGE	413-91-2210	7551017 05/11/2017		290.6
	290.66		INVOICE # 8620949-0573-7				
	05/11/2017						
STATE FIRE ALLOTMENT 290.66							
01 0	100129	WORLDPOINT ECC	10 - HEARTSAVER FIRST AID	411-92-2266	7651017 05/11/2017	31095	303.5
	303.54		STUDENT WORKBOOK			31095	
	05/11/2017		3 - WORLDPOINT FIRST AID			31095	
			TRAINING KIT			31095	
			1 - HEARTSAVE FIRST AID CPER AED			31095	
			DVD SET			31095	
			FREIGHT			31095	
			VERBAL APPROVAL BY L. OLIVAS			31095	
			1713 ON 4/27/17 TMP-170406			31095	
			INVOICE # 5664013				
1/4% FIRE EXCISE TAX 303.54							
							67
TOTAL							104199.23

DEBITS CREDITS

** GRAND TOTAL **	104,199.23	
**TOTAL	38,089.83	
GENERAL FUND		
COUNTY COMMISSION	22,049.33	
VEHICLE MAINTENANCE/REPAIR	1,517.12	
TELECOMMUNICATIONS	412.01	
PRINTING/PUBLISHING/ADVERTISING	36.61	
EXTENSION OFFICE	20,083.59	
**DEPT	1,283.26	
PLANNING & ZONING	67.28	
VEHICLE FUEL	795.40	
MAINTENANCE CONTRACTS	305.00	
MILEAGE/PER DIEM	31.80	
TELECOMMUNICATIONS	83.78	
PRINTING/PUBLISHING/ADVERTISING		
COUNTY MANAGER	270.93	
TELECOMMUNICATIONS	270.93	
**DEPT	1,677.81	
ADMINISTRATIVE OFFICES MAINTENAN	346.96	
VEHICLE MAINTENANCE/REPAIR	1,217.77	
MAINTENANCE CONTRACTS	16.34	
TELECOMMUNICATIONS	96.74	
SAFETY EQUIPMENT		
**DEPT	1,300.00	
JUDICIAL COMPLEX MAINTENANCE	867.89	
MAINTENANCE CONTRACTS	297.28	
BUILDING MAINTENANCE/REPAIR	134.83	
EQUIPMENT MAINTENANCE/REPAIR		
COUNTY CLERK	296.34	
TELECOMMUNICATIONS	71.14	
OFFICE SUPPLIES	75.20	
PROFESSIONAL SERVICES	150.00	
**DEPT	204.23	
ELECTIONS	204.23	
OFFICE SUPPLIES		
**DEPT	373.28	
HEALTH DEPT BLDG MAINTENANCE	373.28	
BUILDING MAINTENANCE/REPAIR		
**DEPT	37.95	
PURCHASING DEPARTMENT	37.95	
PRINTING/PUBLISHING/ADVERTISING		
COUNTY TREASURER	631.68	
MAINTENANCE CONTRACTS	282.43	
TELECOMMUNICATIONS	81.02	
OFFICE SUPPLIES	188.30	
PRINTING/PUBLISHING/ADVERTISING	79.93	
**DEPT	134.60	
COUNTY ASSESSOR	56.26	
TELECOMMUNICATIONS	78.34	
PRINTING/PUBLISHING/ADVERTISING		
COUNTY SHERIFF	3,260.05	
VEHICLE MAINTENANCE/REPAIR	652.76	
VEHICLE FUEL	563.13	
TELECOMMUNICATIONS	2,044.16	
**DEPT	5,501.22	
INFORMATION TECHNOLOGY DEPARTMEN		

	DEBITS	CREDITS
401-65-2203		.00
401-65-2218	4,201.22	.00
**DEPT	1,300.00	
401-82-2201	1,069.15	.00
401-82-2202	469.14	.00
401-82-2207	218.77	.00
**TOTAL	381.24	.00
	2,979.28	.00
402-60-2201	2,492.63	.00
402-60-2207	971.22	.00
402-60-2244	528.68	.00
**DEPT	992.73	.00
402-61-2250	486.65	.00
**TOTAL	486.65	.00
	2,636.17	.00
405-91-2209	2,636.17	.00
405-91-2230	145.02	.00
405-91-2248	117.72	.00
405-91-2272	2,220.00	.00
**TOTAL	153.43	.00
	5,205.04	.00
406-91-2207	5,205.04	.00
406-91-2209	316.82	.00
406-91-2248	212.43	.00
406-91-2272	4,522.36	.00
**TOTAL	153.43	.00
	388.79	.00
407-91-2207	388.79	.00
407-91-2272	235.36	.00
**TOTAL	153.43	.00
	609.88	.00
408-91-2207	609.88	.00
408-91-2209	318.47	.00
408-91-2272	137.98	.00
**TOTAL	153.43	.00
	322.05	.00
409-91-2207	322.05	.00
409-91-2272	168.62	.00
**TOTAL	153.43	.00
	303.54	.00
411-92-2266	303.54	.00
**TOTAL	10.00	.00
**DEPT	10.00	.00
**TOTAL	10.00	.00

DEBITS CREDITS

412-53-2235	AWARDS FOR COUNTY FAIR	10.00	.00
**TOTAL	FIRE DEPARTMENT ADMIN	940.25	.00
**DEPT	STATE FIRE ALLOTMENT	940.25	.00
413-91-2207	TELECOMMUNICATIONS	435.30	.00
413-91-2210	WATER/SEWER/TRASH	290.66	.00
413-91-2221	PRINTING/PUBLISHING/ADVERTISING	60.86	.00
413-91-2272	PROFESSIONAL SERVICES	153.43	.00
**TOTAL	EMS FUND	2,811.20	.00
**DEPT	EMS ALLOTMENT	2,811.20	.00
415-33-2344	SUPERIOR AMBULANCE	2,811.20	.00
**TOTAL	DISTRICT 6 VFD	153.42	.00
**DEPT	STATE FIRE ALLOTMENT	153.42	.00
418-91-2272	PROFESSIONAL SERVICES	153.42	.00
**TOTAL	JAIL FUND	6,328.83	.00
**DEPT	COMMUNITY MONITORING	3,019.27	.00
420-73-2207	TELECOMMUNICATIONS	31.80	.00
420-73-2218	EQUIPMENT MAINTENANCE/REPAIR	2,857.62	.00
420-73-2272	PROFESSIONAL SERVICES	129.85	.00
**DEPT	TRANSPORTATION OF PRISONERS	3,309.56	.00
420-74-2201	VEHICLE MAINTENANCE/REPAIR	3,309.56	.00
**TOTAL	CIVIL DEFENSE FUND	51.80	.00
**DEPT	COMMUNICATIONS/EMS TAX	51.80	.00
604-83-2207	TELECOMMUNICATIONS	31.80	.00
604-83-2272	PROFESSIONAL SERVICES	20.00	.00
**TOTAL	DWI PROGRAM FUND	172.61	.00
**DEPT	DWI LOCAL GRANT FY17	172.61	.00
605-22-2207	TELECOMMUNICATIONS	31.80	.00
605-22-2272	PROFESSIONAL SERVICES	140.81	.00
**TOTAL	TREASURER'S FEE	1,174.95	.00
**DEPT	COUNTY TREASURER	1,174.95	.00
609-30-2218	EQUIPMENT MAINTENANCE/REPAIR	174.99	.00
609-30-2219	OFFICE SUPPLIES	999.96	.00
**TOTAL	PROPERTY VALUATION FUND	306.60	.00
**DEPT	COUNTY ASSESSOR	306.60	.00
610-40-2203	MAINTENANCE CONTRACTS	56.60	.00
610-40-2266	TRAINING	250.00	.00
**TOTAL	COUNTY INFRASTRUCTURE GRT	688.58	.00
**DEPT	INFRASTRUCTURE GROSS RECEIPTS TX	688.58	.00
620-94-2215	BUILDING MAINTENANCE/REPAIR	688.58	.00
**TOTAL	CAPITAL OUTLAY GROSS RECEIPTS TX	2,100.00	.00
**DEPT	CAPITAL OUTLAY GROSS RECEIPTS TX	2,100.00	.00

DEBITS CREDITS

621-96-2613	CO/ROAD CONSTRUCTION/RECONSTRUCT	2,100.00	.00
**TOTAL	RECYCLING & ILLEGAL DUMPING GRAN	96.92	.00
**DEPT	GRANT PROJ#17 RAID-14	96.92	.00
628-34-2221	PRINTING/PUBLISHING/ADVERTISING	96.92	.00
**TOTAL	HOME VISITING GRANT	207.75	.00
**DEPT	HOME VISITING GRANT FY17	207.75	.00
629-52-2205	MILEAGE/PER DIEM	80.55	.00
629-52-2207	TELECOMMUNICATIONS	127.20	.00
**TOTAL	RURAL ADDRESSING	56.60	.00
**DEPT	RURAL ADDRESSING	56.60	.00
675-07-2203	MAINTENANCE CONTRACTS	56.60	.00
**TOTAL	P&Z COURT FEES	152.53	.00
**DEPT	PLANNING & ZONING	152.53	.00
685-08-2202	VEHICLE FUEL	136.19	.00
685-08-2207	TELECOMMUNICATIONS	16.34	.00
**TOTAL	DOMESTIC VIOLENCE GRANT	185.40	.00
**DEPT	HIGH LONESOME WIND PILT	185.40	.00
690-09-2207	TELECOMMUNICATIONS	95.40	.00
690-09-2266	TRAINING	90.00	.00
**TOTAL	DRUG EDUCATION PROGRAM	252.43	.00
**DEPT	DRUG EDUCATION	252.43	.00
804-89-2219	OFFICE SUPPLIES	252.43	.00
**TOTAL	IMMIGRATION & CUSTOMS ENFORCEMEN	30,878.71	.00
**DEPT	ADULT INMATE CARE	30,878.71	.00
825-70-2172	CARE OF INMATES	30,878.71	.00
**TOTAL	EMERGENCY-911 FUND	7,096.07	.00
**DEPT	911-DISPATCH CENTER	7,096.07	.00
911-80-2203	MAINTENANCE CONTRACTS	360.00	.00
911-80-2207	TELECOMMUNICATIONS	759.73	.00
911-80-2215	BUILDING MAINTENANCE/REPAIR	1,361.90	.00
911-80-2272	PROFESSIONAL SERVICES	4,614.44	.00
BANK01	WELLS FARGO	104,199.23	.00
** BANK TOTALS **		104,199.23	.00

C E R T I F I C A T I O N

TOTAL CHECKS PRINTED 57

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 210,019.45 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 05/18/2019 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

ATTEST BY

James W. Frost

Javier Sanchez

Julia Ducharme

Linda Jaramillo

THE UNDERSIGNED COUNTY TREASURER DOES HEREBY CERTIFY THAT SUFFICIENT FUNDS EXIST FOR THESE ACCOUNTS PAYABLE CHECKS TO BE ISSUED ON THIS DATE AND DOES HEREBY AUTHORIZE THE FINANCE DEPARTMENT TO PROCESS THESE CHECKS.

Tracy L. Sedillo

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amou
01 O	100161	AUSTIN MONICA	COUNTY FAIR AWARD MONEY	412-53-2235	151717	05/17/2017		10.00
	10.00		DONATED BY CNME					
	05/18/2017							
=====								
COUNTY FAIR		10.00						
01 O	100162	AUTOZONE INC.	BATTERIES, WIPER BLADES, WASHER	401-50-2201	251717	05/17/2017	30504	378.11
	1686.21		FLUID, MISC.UNIT NEEDS	420-74-2201		/ /	30504	378.12
	05/18/2017		MARCH 2017				30504	
			INVOICE # 2248588396					
			2248590774;2248594011;248600013					
			2248592469					
			TOOL CHEST; UTILITY CART	401-50-2218	351717	05/17/2017	30834	929.98
			NEW PROPERTY ROOM AT SHERIFF'S				30834	
			OFFICE				30834	
			INVOICE # 2248579957					
=====								
COUNTY SHERIFF		1308.09	TRANSPORTATION OF PRIS	378.12				
01 O	100163	BLINDS DIRECT BY BUD	REPAIR OR REPLACE BLINDS IN	401-16-2215	451717	05/17/2017	30951	144.87
	144.87		CLERKS OFFICE AT JUDICIAL				30951	
	05/18/2017		INVOICE # 281209					
=====								
JUDICIAL COMPLEX MAINT		144.87						
01 O	100164	BUILDERS SOURCE INC.	WASHING MACHINE 3.3 CU FT	401-82-2218	551717	05/17/2017	31074	879.99
	879.99		INVOICE # 6019025					
	05/18/2017							
=====								
ANIMAL SHELTER		879.99						
01 O	100165	CENTRAL NM ELECTRIC COOP.	CLERK-MONTHLY BILL	401-21-2308	651717	05/17/2017		32.19
	7166.42		JUDICIAL-MONTHLY BILL	401-16-2208		/ /		2723.26
	05/18/2017		COURTHOUSE MONTHLY BILL	401-15-2208		/ /		2666.97
				401-15-2208		/ /		6.33
			HEALTH DEPT. MONTHLY BILL	401-24-2208		/ /		145.74
			SENIOR CENTER'S MONTHLY BILL	401-05-2208		/ /		1132.48
			YCFB-MONTHLY BILL	412-53-2208		/ /		459.45
=====								
ELECTIONS		32.19	JUDICIAL COMPLEX MAINT	2723.26				
HEALTH DEPT BLDG MAINT		145.74	COUNTY COMMISSION	1132.48				
			COUNTY FAIR	459.45				
01 O	100166	QWEST CORPORATION	ROAD-MONTHLY BILL	402-60-2207	751717	05/17/2017		94.44
	428.07		SHERIFF-MONTHLY BILL	401-50-2207		/ /		60.52
	05/18/2017		SHERIFF-MONTHLY BILL	420-70-2207		/ /		273.11
=====								
COUNTY ROAD DEPARTMENT		94.44	COUNTY SHERIFF	60.52				
			ADULT INMATE CARE	273.11				
01 O	100167	CINTAS CORPORATION NO. 2	FIRST AID KIT REFIL & SERVICE	600-06-2248	851717	05/17/2017	30778	698.38
	698.38		COUNTY ADMINISTRATIVE BUILDING				30778	
	05/18/2017		INVOICE # 8403181408					
=====								
RISK MANAGEMENT		698.38						
01 O	100168	CLAUNCH-PINTO SOIL & WATER	CWPP UPDATE FOR TORRANCE COUNTY	427-28-2655	951717	05/17/2017		13500.00
	13500.00		INVOICE # 2017-01					
	05/18/2017							
=====								
EMERGENCY MANAGEMENT		13500.00						

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amou
01 0	100169	COMPUTER CORNER INC	2 - MLP02A8#ABA	401-10-2219	1051717	05/17/2017	31082	499.98
	499.98		HP ELITEDISPLATY 3242 24" LED				31082	
	05/18/2017		MONITOR - 1920X1200 FULL HD				31082	
			INVOICE # 154602					
COUNTY MANAGER 499.98								
01 0	100170	CORRECTIONS CORP. OF AMERICA	INMATE COST APRIL-2017	420-70-2172	1151717	05/17/2017		65284.25
	65284.25		INVOICE # APR-17					
	05/18/2017							
ADULT INMATE CARE 65284.25								
01 0	100171	DIRKS, DONALD R	CONTRACTUAL CONSULTANT SERVICES	401-05-2272	1251717	05/17/2017		1920.00
	1920.00		5/01/17-5/12/17 INTERIM FIRE CHI					
	05/18/2017		INVOICE # IC-001					
COUNTY COMMISSION 1920.00								
01 0	100172	DOCUMENT SOLUTIONS INC	MONTHLY COPIER	911-80-2203	1351717	05/17/2017		61.25
	61.25		MAINTENANCE W/SUPPLIES					
	05/18/2017		(APRIL)					
			INVOICE # IN61941					
911-DISPATCH CENTER 61.25								
01 0	100173	US BANCORP EQUIPMENT FINANCE	FINANCE CHARGES 3/8/2016-4/7/2017	401-50-2203	1451717	05/17/2017		139.06
	139.06		INVOICE # IN59562					
	05/18/2017							
COUNTY SHERIFF 139.06								
01 0	100174	DT AUTOMOTIVE	2 - FRONT TIRES AND O2 SENSORS	420-74-2201	1551717	05/17/2017	31097	489.00
	489.00		GARCIA DODGE				31097	
	05/18/2017		VERBAL APPROVAL BY L. OLIVAS				31097	
			921 ON 5/5/2017 TMP-170507					
			INVOICE # 310971					
TRANSPORTATION OF PRIS 489.00								
01 0	100175	DUNLAP, KRISTIN	LECS CONFERENCE	401-50-2205	1651717	05/17/2017		21.00
	21.00							
	05/18/2017							
COUNTY SHERIFF 21.00								
01 0	100176	EAST MOUNTAIN AUTO GLASS	WINDSHIELD	420-74-2201	1751717	05/17/2017	31096	275.00
	275.00		SHERIFF WHITE DODGE				31096	
	05/18/2017		VERBAL APPROVAL BY L. OLIVAS				31096	
			938 ON 5/3/17 TMP-170506				31096	
			INVOICE # 22171					
TRANSPORTATION OF PRIS 275.00								
01 0	100177	EVSWA	MARCH 31, 2017 TIPPING FEE'S	419-05-2292	1851717	05/17/2017		9437.36
	17694.68		APRIL 28, 2017 TIPPING FEE'S	419-05-2292		/		8257.32
	05/18/2017							
COUNTY COMMISSION 17694.68								

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amou
01 0	100178	EWSA	ROLL-OFF PULLS TIRE RECYCLING	628-34-2272	1951717	05/17/2017		1749.00
GRANT PROJ#17 RAID-14 1749.00								
01 0	100179	GRAINGER, INC.	4 - DRIVE CAP U-CHANNEL POST INVOICE # 9399168500	675-07-2242	2051717	05/17/2017	30937	380.00
RURAL ADDRESSING 380.00								
01 0	100180	GSD - ADMIN SERVICES DIVISION	INSURANCE GAP FOR NEW COUNTY MANAGER PER COUNTY COMMISSION	401-10-2065	2151717	05/17/2017		341.68
COUNTY MANAGER 341.68								
01 0	100181	HART'S TRUSTWORTHY HARDWARE	LUMBER, STAKE FLAG, ORANGE FLAG EXPOXY GEL; LIQUID NAIL; DECK SCR MISC. ITEMS INVOICE # B218877; B219099 C197993; B220269; B220362	401-50-2218	2251717	05/17/2017		500.29
COUNTY SHERIFF 500.29								
01 0	100182	HOMESTEAD WATER CO.	DIST. 5 MONTHLY WATER BILL APRIL 2017	405-91-2210	2351717	05/17/2017		20.68
STATE FIRE ALLOTMENT 20.68								
01 0	100183	HONSTEIN OIL CO.	ROAD-MONTHLY FUEL OIL/FUEL FILTERS, OILS, FLUIDS FOR VEHICLES OIL/FUEL FILTERS, OILS, FLUIDS FOR EQUIPMENT APRIL 2017	402-60-2202 402-60-2201 402-60-2244 402-60-2202 401-50-2201	2451717 2551717	05/17/2017 05/17/2017	30961 30961 30961 30961	6331.47 2587.18 73.15
COUNTY ROAD DEPARTMENT 8991.80 COUNTY ASSESSOR 32.52 COUNTY SHERIFF 468.50								
01 0	100184	HORIZONS OF NEW MEXICO	PICK UP OF 64-GALLON CONTAINER APRIL-2017 PO WAS PREMATURELY CLOSED OUT INVOICE # SIN012461	612-20-2203	2851717	05/17/2017		13.13
COUNTY CLERK 13.13								
01 0	100185	INDEPENDENT NEWS LLC	PUBLIC NOTICE FOR MAY 10 PUBLIC HEARING - PACIFIC WIND SU 2 EDITION RUN 4/26 AND 5/3 INVOICE # 77140&77146 P&Z RESOLUTION 2017 INVOICE # 77147; 77148; 77149	401-08-2221	2951717	05/17/2017	31029 31029 31029	42.36
PLANNING & ZONING 300.38								
INVOICE # 77147; 77148; 77149 258.02								

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amou:
01 0	100186	IRON MOUNTAIN RECORDS MANAGEMENT**REPLACES PO 30661***	MONTHLY STORAGE FOR MICROFILM	612-20-2203	3151717	05/17/2017	30890	85.02
	05/18/2017		INVOICE # 201295565					
COUNTY CLERK 85.02								
01 0	100187	ISABEL LESPERANCE	SECRETARIAL DUTIES	412-53-2272	3251717	05/17/2017		350.00
	05/18/2017		DATE OF SERVICE:4/15/17-5/17/17					
			INVOICE # 100					
COUNTY FAIR 350.00								
01 0	100188	LIL SONNYS SIGN SOURCE LLC	DECALS FOR OFFICE DOORS AND	401-50-2218	3351717	05/17/2017	31004	918.54
	05/18/2017		WINDOWS AT NEW OFFICES				31004	
			INVOICE # 5/10/2017					
COUNTY SHERIFF 918.54								
01 0	100189	LUCERO, LUCIA	TEEN COURT/PREVENTION CONTRACT	605-22-2272	3451717	05/17/2017		2027.72
	05/18/2017		MAY 1-15, 2017					
			INVOICE # 051-017					
DWI LOCAL GRANT FY17 2027.72								
01 0	100190	MADE TO ORDER RUBBER STAMPS	2 - ADDRESS STAMPS	401-82-2219	3551717	05/17/2017	31041	48.00
	05/18/2017		2 - NAME TAGS	401-82-2236			31041	23.00
			INVOICE # 149425					
ANIMAL SHELTER 71.00								
01 0	100191	MARKETING STRATEGIES INC	32070 2017 NOTICES OF VALUE	401-40-2221	3651717	05/17/2017	30873	5730.00
	05/18/2017		PRINTING W/ENVELOPES				30873	
			ADDITIONAL POSTAGE				30873	135.00
			INVOICE # 1593					
COUNTY ASSESSOR 5730.00 COUNTY COMMISSION 135.00								
01 0	100192	MARLIN BUSINESS BANK	SCAN RPO 1100	612-20-2203	3751717	05/17/2017		266.36
	05/18/2017		LEASE PAYMENT MAY 2017					
			INVOICE # 14970420					
COUNTY CLERK 266.36								
01 0	100193	MGS COMMUNICATIONS	1 - HAND HELD RADIO W/CHARGER	402-60-2248	3851717	05/17/2017	31084	409.52
	05/18/2017		2 - ADDITIONAL CHARGERS				31084	
			INVOICE # MGI7-127/092					
COUNTY ROAD DEPARTMENT 409.52								
01 0	100194	MOBILE CRIME SCENE ACADEMY, LLC4	GENERAL LATENT PRINT AND	410-50-2222	3951717	05/17/2017	30735	1800.00
	05/18/2017		EVIDENCE PROCESSING CLASS				30735	
			J. STOCUM, K. BALLARD, T. GARCIA				30735	
			Z. FORMENTO				30735	
			INVOICE # 017-4004					
COUNTY SHERIFF 1800.00								
01 0	100195	MOUNTAIN VIEW TELEGRAPH	EMPLOYMENT AD	401-50-2221	4051717	05/17/2017	30908	49.27
	05/18/2017		PART TIME RECORDS CLERK				30908	
			INVOICE # 10001342999-0406					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY SHERIFF	49.27							
01 0 100196	05/18/2017	MOUNTAIN VIEW TELEGRAPH	EMPLOYMENT AD DISPATCHER	911-80-2221	4151717	05/17/2017	30917 30917	56.54
911-DISPATCH CENTER	56.54							
01 0 100197	05/18/2017	NMAC HEALTH CARE AFFILIATE	FULL AFFILIATE MEMBERSHIP DUES HEALTH CARE AFFILIATE	401-55-2269	4251717	05/17/2017		25.00
FINANCE DEPARTMENT	25.00							
01 0 100198	05/18/2017	NM EDGE	2 - EDGE CREDITS	401-10-2266	4351717	05/17/2017	31092	100.00
			2 - EDGE CREDITS	401-27-2266			31092	100.00
			2 - EDGE CREDITS	401-55-2266			31092	100.00
			1 - EDGE CREDIT	402-60-2266			31092	50.00
			2 - EDGE CREDIT	600-06-2266			31092	100.00
			2 - EDGE CREDITS	605-22-2272			31092	100.00
			10 - EDGE CREDITS	609-30-2266			31092	500.00
			4 - EDGE CREDITS	610-40-2266			31092	200.00
			JUNE 2017 HONE YOUR EDGE WEEK INVOICE # 4736					
COUNTY MANAGER	100.00		PURCHASING DEPARTMENT	100.00				
COUNTY ROAD DEPARTMENT	50.00		RISK MANAGEMENT	100.00				
COUNTY TREASURER	500.00		COUNTY ASSESSOR	200.00				
01 0 100199	05/18/2017	NM HUMAN SERVICES DEPARTMENT	4TH. QUARTER PAYMENT SFY 2017 SAFETY NET CARE POOL (SNCF)	414-19-2291	4451717	05/17/2017		37259.85
2ND 1/8 GROSS RECEIPTS	37259.85							
01 0 100200	05/18/2017	NEW MEXICO JUNIOR COLLEGE	4 - CDL DRIVING TESTS	402-60-2266	4551717	05/17/2017	30978 30978 30978	600.00
			J. CHAVEZ, J. GOMEZ, A. MEDINA, C. AUSTIN					
			INVOICE # S0015336					
COUNTY ROAD DEPARTMENT	600.00							
01 0 100201	05/18/2017	PLATEAU WIRELESS	INSTALLATION & INTERNET CHARGES FOR SHERIFF DEPT. APRIL-MAY 2017	401-65-2203	4651717	05/17/2017		4761.44
INFORMATION TECHNOLOGY	4761.44							
01 0 100202	05/18/2017	PRUDENTIAL OVERALL SUPPLY	PAPER PRODUCTS	401-15-2229	4751717	05/17/2017	31100	779.64
			INVOICE # 450407756					
ADMINISTRATIVE OFFICES	779.64							
01 0 100203	05/18/2017	RICH FORD SALES	OIL CHANGE MULTIPPOINT INSPECTION 2009 ESCAPE - G76990	401-05-2201	4851717	05/17/2017	30983 30983 30983	48.87
			INVOICE # 2013224/1					
COUNTY COMMISSION	48.87							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amou
01 O 100204	282.46	RICOH USA, INC	LEASE PAYMENT & IMAGES	612-20-2203	4951717	05/17/2017		282.46
05/18/2017			MPC2504 4/17/17 - 5/16/17 INVOICE # 98704048					
COUNTY CLERK	282.46							
01 O 100205	11.49	RICOH USA, INC	***REPLACES PO 28745***	402-60-2203	5051717	05/17/2017	29850	11.49
05/18/2017			BASE, BLACK & WHITE MP301SPF INVOICE # 5048311383					
COUNTY ROAD DEPARTMENT	11.49							
01 O 100206	297.74	SAMBA HOLDINGS, INC.	DL MONITORING AND BACKGROUND	401-05-2272	5151717	05/17/2017	29794	167.12
05/18/2017			INVOICE # 3632-201704 DL MONITORING & BACKGROUND INVOICE # 4795-201704					130.62
COUNTY COMMISSION	167.12	STATE FIRE ALLOTMENT	130.62					
01 O 100207	46.96	STAPLES BUSINESS ADVANTAGE	2 - SURGE PROTECTORS	401-30-2219	5351717	05/17/2017	31040	46.96
05/18/2017			2 - DAILY ORGANIZERS INVOICE # 333803109;3338951596					
COUNTY TREASURER	46.96							
01 O 100208	510.53	STAPLES BUSINESS ADVANTAGE	LATHAM CLOCK & DOCUMENT STAMP	401-20-2219	5451717	05/17/2017	30920	510.53
05/18/2017			FLASH MID-BACK TASK CHAIR ROLODEX CLERK					
COUNTY CLERK	510.53							
01 O 100209	1447.62	STAPLES BUSINESS ADVANTAGE	RECEPTION CHAIRS; CLASP	401-30-2219	5551717	05/17/2017	31028	1447.62
05/18/2017			ENVELOPES; FILE FOLDERS; TZ TAPES; WRITING PADS; DESK TRAYS; POST IT FLAGS; POST IT POP UP DISPENSER; OFFICE CHAIR; HP TONER CARTRIDGES; SHREDDER BAGS; COPY PAPER; PENS; #10 ENVELOPES INVOICE #'S 3337380697;333738069 3337380700;3337380701;3337936061 3337800055;3338398249					
COUNTY TREASURER	1447.62							
01 O 100210	99.26	STAPLES BUSINESS ADVANTAGE	4 - OXFORD REPORT COVERS	610-40-2219	5651717	05/17/2017	30649	99.26
05/18/2017			2 - INVISIBLE TAPE INVOICE # 3339159634					
COUNTY ASSESSOR	99.26							
01 O 100211	92.76	STAPLES BUSINESS ADVANTAGE	6 - WALL SIGNS	401-50-2219	5751717	05/17/2017	30996	92.76
05/18/2017			FOR NEW SHERIFF OFFICES INVOICE #'S 3337865364;333786536 3337865362;3337865361;3337865360					
COUNTY SHERIFF	92.76							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	100212	SYLSKER, KYNDAL	COUNTY FAIR AWARD MONEY	412-53-2235	5851717	05/17/2017		15.00
	15.00		DONATED BY CNME					
05/18/2017								
COUNTY FAIR		15.00						
01 O	100213	WAGNER EQUIPMENT CO.	PARTS, SERVICE CALLS, CUTTING	402-60-2244	5951717	05/17/2017	30965	1079.07
	1079.07		EDGES FOR EQUIPMENT				30965	
05/18/2017			APRIL 2017				30965	
COUNTY ROAD DEPARTMENT		1079.07						
01 O	100214	WEST MESA EMERGENCY PRODUCTS	EMERGENCY EQUIPMENT REPAIRS	401-50-2201	6051717	05/17/2017	30793	107.44
	24930.72		WATTS DODGE				30793	
05/18/2017			VERBAL APPROVAL BY L. OLIVAS				30793	
			1739 ON 2/16/17 TMP-170217				30793	
			INVOICE # 4298					
			SPOTLIGHT REPAIRS	401-50-2201	6151717	05/17/2017	30724	107.44
			BACA DODGE				30724	
			INVOICE # 4299					
			2 - EMERGENCY EQUIPMENT INSTALL	420-74-2201	6251717	05/17/2017	30615	24715.84
			2017 CHEVY TRUCKS				30615	
			UNASSIGNED TO DEPUTIES AT THIS				30615	
			TIME				30615	
			ADD LABOR, DECALS, SHIPPING, TAX				30615	
			INVOICE # 4193					
COUNTY SHERIFF		214.88	TRANSPORTATION OF PRIS	24715.84				
01 O	100215	WILLARD, VILLAGE OF	MONTHLY WATER BILL DIST.6 VFD	418-91-2210	6351717	05/17/2017		53.42
	53.42							
05/18/2017								
STATE FIRE ALLOTMENT		53.42						
01 O	100216	WRYE, WILLIAM BRICE	COUNTY FAIR AWARD MONEY	412-53-2235	6451717	05/17/2017		10.00
	10.00							
05/18/2017								
COUNTY FAIR		10.00						
01 O	100217	WEX FLEET UNIVERSAL	P&Z FUEL	401-08-2202	6551717	05/18/2017		48.77
	822.51		P&Z FUEL	685-08-2202				90.21
05/18/2017			MAINTENANCE FUEL	401-15-2202				186.84
			CLERK FUEL	612-20-2205				15.27
			ASSESSOR FUEL	610-40-2202				107.93
			PURCHASING FUEL	401-27-2205				11.08
			TC ANIMAL SHELTER FUEL	401-82-2202				64.14
			ELECT. MONITORING FUEL	420-73-2202				18.38
			DWI FUEL	605-22-2202				102.10
			TCPO HV	629-52-2205				65.89
			RURAL ADDRESSING FUEL	675-07-2202				42.06
			DISPATCH FUEL	911-80-2202				69.84
PLANNING & ZONING		138.98	ADMINISTRATIVE OFFICES	186.84				15.27
COUNTY ASSESSOR		107.93	PURCHASING DEPARTMENT	11.08				64.14
COMMUNITY MONITORING		18.38	DWI LOCAL GRANT FY17	102.10				65.89
RURAL ADDRESSING		42.06	911-DISPATCH CENTER	69.84				
57	210019.45	/	TOTAL					

DEBITS CREDITS

** GRAND TOTAL **	210,019.45	.00
**TOTAL	28,642.77	.00
GENERAL FUND		
COUNTY COMMISSION	3,403.47	.00
VEHICLE MAINTENANCE/REPAIR	48.87	.00
POSTAGE	135.00	.00
ELECTRICITY	1,132.48	.00
PROFESSIONAL SERVICES	2,087.12	.00
PLANNING & ZONING	91.13	.00
VEHICLE FUEL	48.77	.00
PRINTING/PUBLISHING/ADVERTISING	42.36	.00
COUNTY MANAGER	941.66	.00
HEALTH INSURANCE MATCHING	341.68	.00
OFFICE SUPPLIES	499.98	.00
TRAINING	100.00	.00
ADMINISTRATIVE OFFICES MAINTENAN	3,639.78	.00
VEHICLE FUEL	186.84	.00
ELECTRICITY	2,673.30	.00
PAPER SUPPLIES	779.64	.00
JUDICIAL COMPLEX MAINTENANCE	2,868.13	.00
ELECTRICITY	2,723.26	.00
BUILDING MAINTENANCE/REPAIR	144.87	.00
COUNTY CLERK	510.53	.00
OFFICE SUPPLIES	510.53	.00
ELECTIONS	32.19	.00
VOTING MACHINE STORAGE	32.19	.00
HEALTH DEPT BLDG MAINTENANCE	145.74	.00
ELECTRICITY	145.74	.00
PURCHASING DEPARTMENT	111.08	.00
MILEAGE/PER DIEM	11.08	.00
TRAINING	100.00	.00
COUNTY TREASURER	1,494.58	.00
OFFICE SUPPLIES	1,494.58	.00
COUNTY ASSESSOR	5,730.00	.00
PRINTING/PUBLISHING/ADVERTISING	5,730.00	.00
COUNTY SHERIFF	3,772.91	.00
VEHICLE MAINTENANCE/REPAIR	1,061.49	.00
MAINTENANCE CONTRACTS	139.06	.00
MILEAGE/PER DIEM	21.00	.00
TELECOMMUNICATIONS	60.52	.00
EQUIPMENT MAINTENANCE/REPAIR	2,348.81	.00
OFFICE SUPPLIES	92.76	.00
PRINTING/PUBLISHING/ADVERTISING	49.27	.00
FINANCE DEPARTMENT	125.00	.00
TRAINING	100.00	.00
MEMBERSHIP DUES/SUBSCRIPTIONS	25.00	.00
INFORMATION TECHNOLOGY DEPARTMENT	4,761.44	.00

DEBITS CREDITS

Account Number	Description	DEBITS	CREDITS
401-65-2203	MAINTENANCE CONTRACTS	4,761.44	.00
**DEPT	ANIMAL SHELTER	1,015.13	.00
401-82-2202	VEHICLE FUEL	64.14	.00
401-82-2218	EQUIPMENT MAINTENANCE/REPAIR	879.99	.00
401-82-2219	OFFICE SUPPLIES	48.00	.00
401-82-2236	UNIFORMS	23.00	.00
**TOTAL	ROAD FUND	11,236.32	.00
**DEPT	COUNTY ROAD DEPARTMENT	11,236.32	.00
402-60-2201	VEHICLE MAINTENANCE/REPAIR	2,587.18	.00
402-60-2202	VEHICLE FUEL	6,331.47	.00
402-60-2203	MAINTENANCE CONTRACTS	11.49	.00
402-60-2207	TELECOMMUNICATIONS	94.44	.00
402-60-2244	MACHINERY MAINTENANCE/REPAIR	1,152.22	.00
402-60-2248	SAFETY EQUIPMENT	409.52	.00
402-60-2266	TRAINING	650.00	.00
**TOTAL	DISTRICT 5 VFD	20.68	.00
**DEPT	STATE FIRE ALLOTMENT	20.68	.00
405-91-2210	WATER/SEWER/TRASH	20.68	.00
**TOTAL	L.E. PROTECTION FUND	1,800.00	.00
**DEPT	COUNTY SHERIFF	1,800.00	.00
410-50-2222	FIELD SUPPLIES	1,800.00	.00
**TOTAL	COUNTY FAIR	844.45	.00
**DEPT	COUNTY FAIR	844.45	.00
412-53-2208	ELECTRICITY	459.45	.00
412-53-2235	AWARDS FOR COUNTY FAIR	35.00	.00
412-53-2272	PROFESSIONAL SERVICES	350.00	.00
**TOTAL	FIRE DEPARTMENT ADMIN	130.62	.00
**DEPT	STATE FIRE ALLOTMENT	130.62	.00
413-91-2272	PROFESSIONAL SERVICES	130.62	.00
**TOTAL	INDIGENT FUND	37,259.85	.00
**DEPT	2ND 1/8 GROSS RECEIPTS TAX	37,259.85	.00
414-19-2291	SAFETY CARE NET POOL	37,259.85	.00
**TOTAL	DISTRICT 6 VFD	53.42	.00
**DEPT	STATE FIRE ALLOTMENT	53.42	.00
418-91-2210	WATER/SEWER/TRASH	53.42	.00
**TOTAL	EVSWA CONTRACT	17,694.68	.00
**DEPT	COUNTY COMMISSION	17,694.68	.00
419-05-2292	EVSWA TIPPING FEES	17,694.68	.00
**TOTAL	JAIL FUND	91,433.70	.00
**DEPT	ADULT INMATE CARE	65,557.36	.00
420-70-2172	CARE OF INMATES	65,284.25	.00
420-70-2207	TELECOMMUNICATIONS	273.11	.00

DEBITS

CREDITS

**DEPT	COMMUNITY MONITORING	18.38	
420-73-2202	VEHICLE FUEL	18.38	
**DEPT	TRANSPORTATION OF PRISONERS	25,857.96	
420-74-2201	VEHICLE MAINTENANCE/REPAIR	25,857.96	
**TOTAL	WIPP FUNDING	13,500.00	
**DEPT	EMERGENCY MANAGEMENT	13,500.00	
427-28-2655	WIPP FUNDING	13,500.00	
**TOTAL	SAFETY PROGRAM	798.38	
**DEPT	RISK MANAGEMENT	798.38	
600-06-2248	SAFETY EQUIPMENT	698.38	
600-06-2266	TRAINING	100.00	
**TOTAL	DWI PROGRAM FUND	2,229.82	
**DEPT	DWI LOCAL GRANT FY17	2,229.82	
605-22-2202	VEHICLE FUEL	102.10	
605-22-2272	PROFESSIONAL SERVICES	2,127.72	
**TOTAL	TREASURER'S FEE	500.00	
**DEPT	COUNTY TREASURER	500.00	
609-30-2266	TRAINING	500.00	
**TOTAL	PROPERTY VALUATION FUND	439.71	
**DEPT	COUNTY ASSESSOR	439.71	
610-40-2202	VEHICLE FUEL	140.45	
610-40-2219	OFFICE SUPPLIES	99.26	
610-40-2266	TRAINING	200.00	
**TOTAL	CLERK'S EQUIPMENT FUND	662.24	
**DEPT	COUNTY CLERK	662.24	
612-20-2203	MAINTENANCE CONTRACTS	646.97	
612-20-2205	MILEAGE/PER DIEM	15.27	
**TOTAL	RECYCLING & ILLEGAL DUMPING GRAN	1,749.00	
**DEPT	GRANT PROJ#17 RAID-14	1,749.00	
628-34-2272	PROFESSIONAL SERVICES	1,749.00	
**TOTAL	HOME VISITING GRANT	65.89	
**DEPT	HOME VISITING GRANT FY17	65.89	
629-52-2205	MILEAGE/PER DIEM	65.89	
**TOTAL	RURAL ADDRESSING	422.06	
**DEPT	RURAL ADDRESSING	422.06	
675-07-2202	VEHICLE FUEL	42.06	
675-07-2242	SIGNS	380.00	
**TOTAL	P&Z COURT FEES	348.23	
**DEPT	PLANNING & ZONING	348.23	

DEBITS CREDITS

	DEBITS	CREDITS
685-08-2202	90.21	.00
685-08-2221	258.02	.00
**TOTAL	187.63	.00
**DEPT	187.63	.00
911-80-2202	69.84	.00
911-80-2203	61.25	.00
911-80-2221	56.54	.00
BANK01	210,019.45	.00
** BANK TOTALS **	210,019.45	.00



*Agenda Item
No. 1*



Agenda Item
No. 2



Timothy M. Keller
State Auditor

Sanjay Bhakta, CPA, CGFM, CFE, CGMA
Deputy State Auditor

State of New Mexico
OFFICE OF THE STATE AUDITOR

May 16, 2017

Leslie Olivas
Torrance County
lolivas@tcnm.us

Dear Leslie Olivas,

Pursuant to NMSA 1978, Sections 12-6-3 and -14, and NMAC 2.2.2.8, the Office of the State Auditor hereby approves the request and contract for Hinkle + Landers, PC (the "IPA") to conduct the Fiscal Year 2017 annual audit or agreed-upon procedures engagement for Torrance County (the "Agency"). This approval is contingent upon the following:

- The IPA and the Agency must use the form of contract generated through the Office of the State Auditor's OSA-Connect system, with no changes. Any changes to the contract must be approved in writing by the State Auditor.
- The contract price and all other terms of the contract must be identical to the information submitted through the OSA-Connect system.
- If applicable, the Agency will submit the contract for any additional required approvals from an oversight authority, including any approvals by the Public Education Department or Higher Education Department required by NMSA 1978, Section 12-6-14.
- If applicable, the Agency will submit to the Department of Finance and Administration Contracts Review Bureau the required number of signed contracts, a copy of this letter and any other required documentation.

If any of these conditions is not satisfied, this approval will be void, and the Agency will be required to commence the contracting process again with the submission of new information through the OSA-Connect system.

When the contract has been fully executed, please email a PDF copy to reports@osa.state.nm.us, as required by NMAC 2.2.2.8(G)(6). If you have any questions, please contact the Office of the State Auditor at (505) 476-3800. Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script, appearing to read "S. Bhakta", written over a horizontal line.

Sanjay Bhakta, CPA, CGFM, CFE, CGMA
Deputy State Auditor

Contract No. RFP 2017-03

STATE OF NEW MEXICO AUDIT CONTRACT

Torrance County

hereinafter referred to as the "Agency," and

Hinkle + Landers, PC

hereinafter referred to as the "Contractor," agree:

As required by the Audit Rule, NMAC Section 2.2.2.1 et seq., Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to NMAC Section 2.2.2.8, and whether the Contractor is eligible to enter into this Contract despite the restriction.

1. SCOPE OF WORK (Include in Paragraph 25 any expansion of scope)

- A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year 2017 in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Audit Act and the Audit Rule (NMAC Section 2.2.2.1 et seq.).

2. DELIVERY AND REPRODUCTION

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before the deadline set forth for the Agency in NMAC Section 2.2.2.9:
1. an organized, bound and paginated hard copy of the Agency's audit report for review;
 2. a copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C580; and
 3. a copy of the completed State Auditor Report Review Guide available at www.osanm.org;
- B. Reports postmarked by the Agency's due date will be considered received by the due date for purposes of NMAC Section 2.2.2.9. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with NMAC Section 2.2.2.13. If the State Auditor does not receive copies of the management representation letter and the completed Report Review Guide with the audit report or prior to submittal of the audit report, the State Auditor will not consider the report submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency.
- D. Pursuant to NMAC Section 2.2.2.10, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.
- E. After its review of the audit report pursuant to NMAC Section 2.2.2.13, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, Vendor Schedule, Fund Balances, and any GASB 77 data (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver 9 copies of the audit report to the Agency. The Agency or Contractor shall ensure that every member of the Agency's governing authority shall receive a copy of the report.
- F. The Agency, upon delivery of its audit report, shall submit to the Federal Audit Clearinghouse (FAC) the completed dated collection form and the reporting package described in Section 200.512 of Uniform Guidance for Federal Awards. The submission is required to be made within 30 calendar days of receipt of the auditor's report, or nine months after the end of the audit period.

3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed \$35,000.00 plus applicable gross receipts tax.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.
- C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	<u>\$22,500.00</u>
(2) Federal single audit	<u>\$0.00</u>
(3) Financial statement preparation	<u>\$12,500.00</u>
(4) Other nonaudit services, such as depreciation schedule updates	<u>\$0.00</u>
(5) Other (i.e., component units, specifically identified)	<u>\$0.00</u>

Total Compensation = \$35,000.00 plus applicable gross receipts tax

- D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.
- E. The State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. Progress payments up to 70% do not require State Auditor approval, provided that the Agency certifies receipt of services. The Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making such payment. Progress payments of 70% or more but less than or equal to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM.** Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

5. TERMINATION, BREACH AND REMEDIES

- A. This Contract may be terminated:
1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
 2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.
 3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
 4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.
- B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.
- C. Pursuant to NMAC Section 2.2.2.8, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.

6. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to NMAC Section 2.2.2.8, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the Office from entering into such a contract.

9. RECORDS

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. RELEASE

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. For District Courts and District Attorneys only, the contractor agrees that the Financial Control Division of the Department of Finance and Administration (DFA) is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report (CAFR) and that the Contractor's audit report may be relied upon during the audit of the statewide CAFR, if applicable. However, DFA should not provide to any third party, other than the CAFR auditor, the District Courts' or District Attorneys' draft audit reports or their opinion letters or findings.

13. CONFLICT OF INTEREST

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, et seq., NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

14. INDEPENDENCE

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2011 Revision*, issued by the Comptroller General of the United States, and NMAC Section 2.2.2.8. The

Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. **AMENDMENT**

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

16. **MERGER**

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to NMAC Section 2.2.2.10, consistent with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.

17. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

18. **AGENCY BOOKS AND RECORDS**

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. **APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. **PENALTIES FOR VIOLATION OF LAW**

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

21. **EQUAL OPPORTUNITY COMPLIANCE**

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

22. **WORKING PAPERS**

A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

23. **DESIGNATED ON-SITE STAFF**

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is Farley Vener. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. OTHER PROVISIONS

SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature.

AGENCY

CONTRACTOR

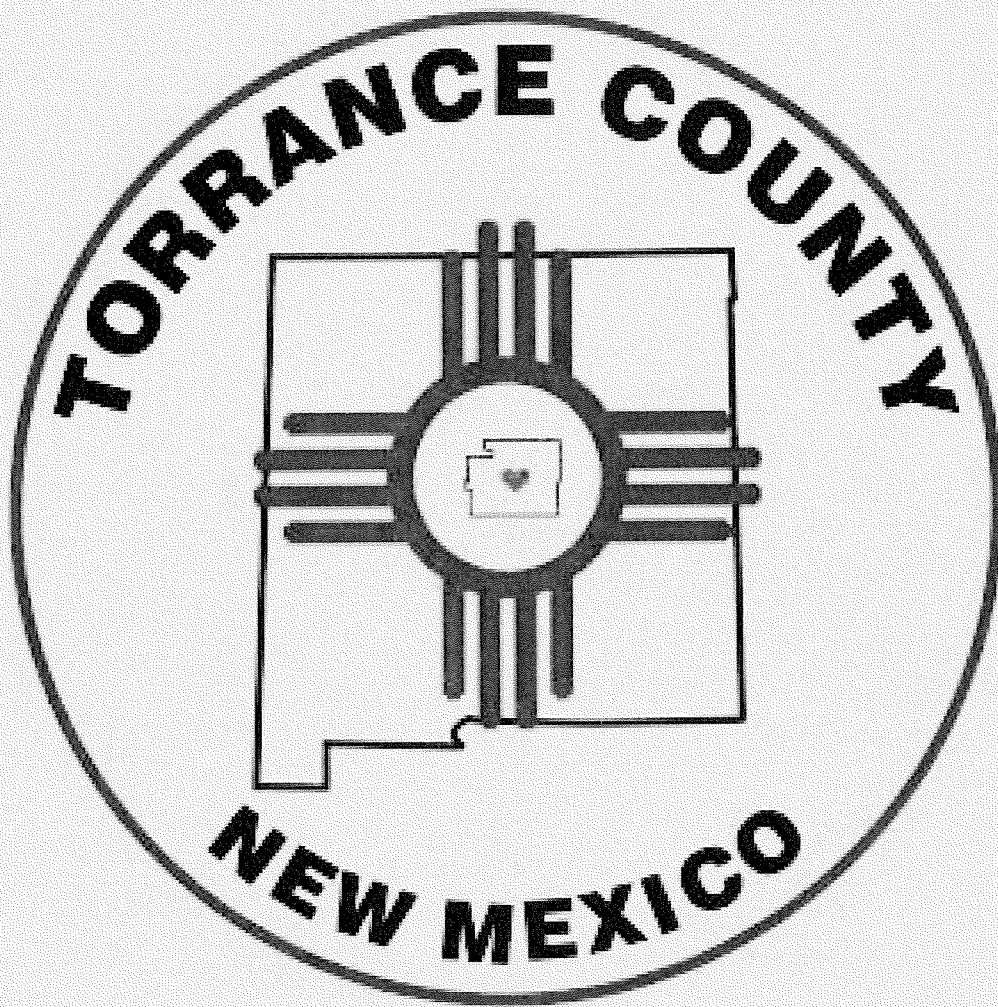
Torrance County

Hinkle + Landers, PC

PRINTED
NAME: _____
SIGNATURE: _____
TITLE: _____
DATE: _____

PRINTED
NAME: _____
SIGNATURE: _____
TITLE: _____
DATE: _____

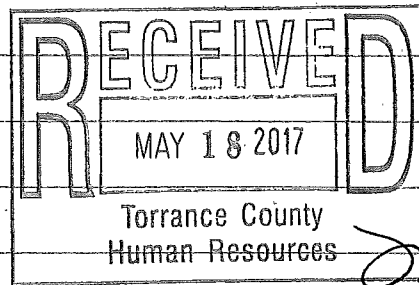
State Auditor Contract No. 17 - 5030



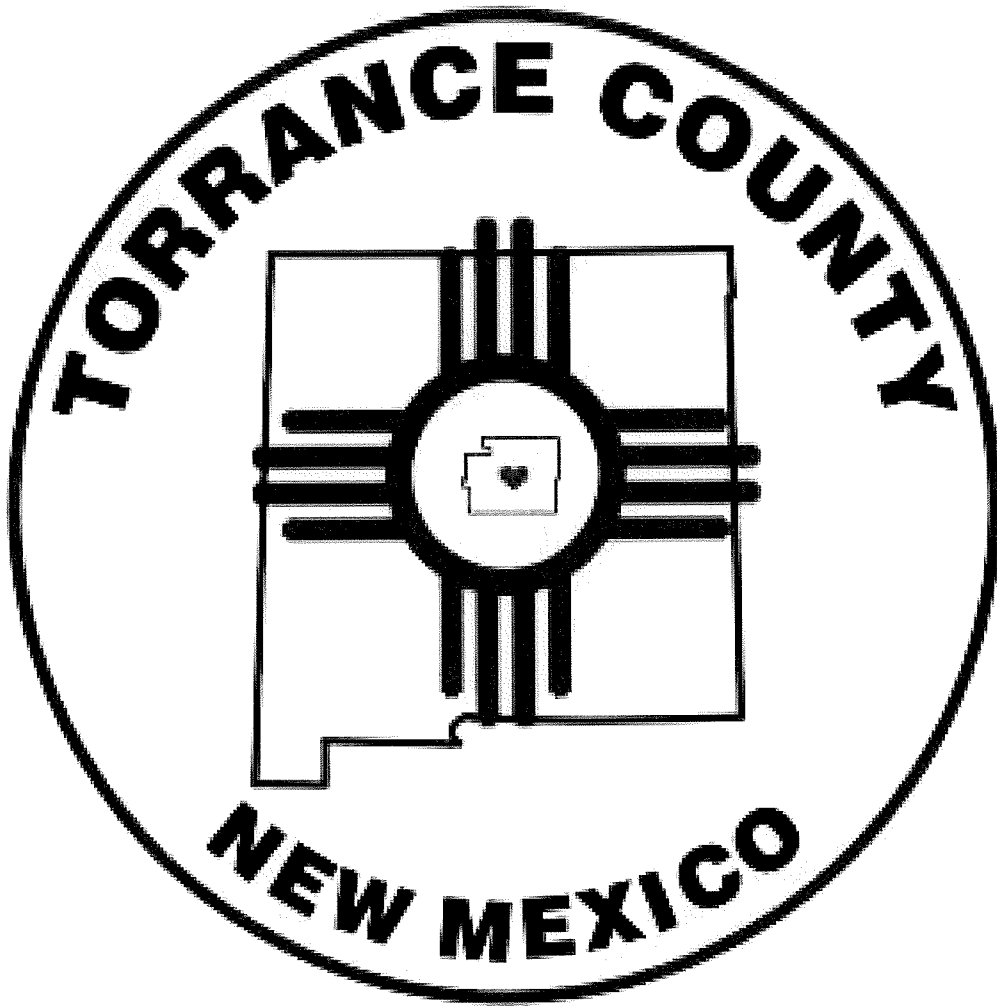
*Agenda Item
No. 3*

March 31, 2017

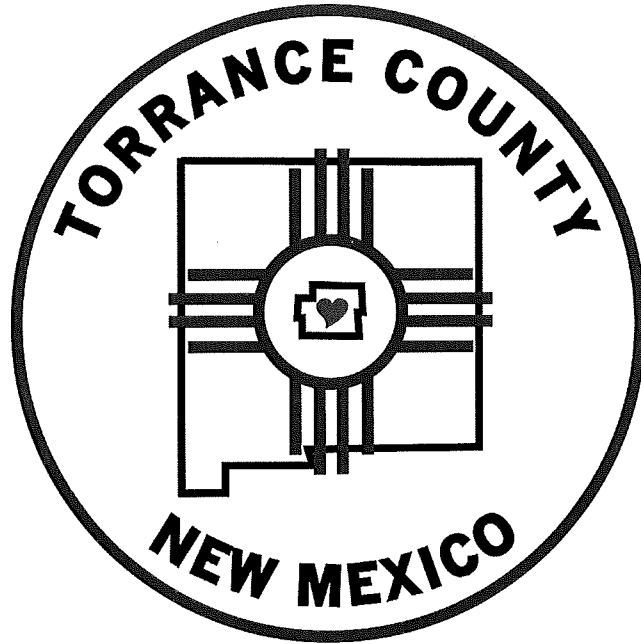
To Torrance County Commissioners:
I am interested in serving in the
EMT Research Committee; to look
for funding or anything I can help
with, to bring EMT services to
the mountain communities of Torrance
County, which is and has been
underserved.



Sincerely
Frank Luna
466 Box 179
Mtnair, NM 87036
847-0354



Agenda Item
No. 4



UPDATES

- ✓ Various County Departments
- ✓ Other Boards
- ✓ Forest Service
- ✓ Commission



*Agenda Item
No. 5*

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 246-4725 Main Line (505) 384-5294 Fax
www.torrancecountynm.org
Email: torrance@torrancecountynm.org



County Commission
Commissioner Chair Jim Frost, District 1
Commissioner Paul M. (Tito) Chavez, District 2
Commissioner LeRoy Candelaria, District 3

County Manager
Joy Ansley
Deputy County Manager
Annette Ortiz

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**
This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is WEDNESDAY, NOON prior to the subsequent meeting.
All fields must be filled out for consideration.

Name: Betty Cabber
Assessor
First Last

Department / Company / Organization Name

Today's Date: 5-11-2017

Mailing Address:

(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: _____

Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: _____

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: 5-24-17

Brief explanation of business to be discussed:
Assessor office annual report per NM Statute 7-36-16 (E)

BAC

Is this a Resolution, Contract, Agreement, Grant Application, Other? Report

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO Comptroller Initials: _____

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

Other: _____



Agenda Item
No. 6



Torrance County Grants Committee

Grant Review Summary

Department & Project Manager: DWI - Tracey Master

Date: 5/17/2017

Type of Grant: Reimbursable Match Other: _____

Name of Grant: <u>Community Driving While Impaired Grant</u>	Grant/Agreement Number: <u>17-CD-05-103</u>
Grantor: <u>NM Department of Transportation</u>	Grant Term: <u>September 30, 2017</u>
Grant Funding: <u>\$2,604.00</u>	Administration Fee: <u>n/a</u>
Report Requirements: <u>quarterly</u>	
Matching: <u>none</u>	
Project Description: <u>Fund DWI Saturation patrols</u>	
Legal Requirements: <u>NM + federal law compliance</u>	
Committee Concerns:	

Recommend: Approve
 Approve with conditions: _____
 Do Not Approve

Grants Committee:
Belinda Garland
County Manager

Lester Davis
Purchasing Director

County Treasurer

Donald Lewis
Finance Director

GRANT AGREEMENT

This grant agreement is between the New Mexico Department of Transportation (the “**Department**”) and Torrance County (the “**Grantee**”). The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following project: Community Driving While Impaired (“CDWI”), Project No. 17-CD-05-103, \$2,604.00.
2. **Scope of Work.** The Grantee shall perform the professional services stated in exhibit A.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department’s CDWI Manual. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both parties signing the agreement, after termination of the agreement, or in excess of the amount of the award noted in section 1. The Grantee must submit its final reimbursement request no later than thirty days after termination of this agreement.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the agreement and for three years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee’s principal office during the agreement and for five years after termination. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.
5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person’s individual capacity, will benefit from this agreement.
6. **Termination.** The Department may terminate this agreement for any reason, by giving the Grantee thirty days written notice. The Grantee may only terminate this agreement

based on the Department's uncured, material breach of the agreement. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The parties acknowledge that termination will not nullify obligations incurred prior to termination.

7. **Appropriations.** The Grantee acknowledges that:

- (1) this agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
- (2) if sufficient appropriations and authorizations are not made, this agreement will terminate upon written notice by the Department to the Grantee; and
- (3) the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

- (1) Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. § 21;
- (2) all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, §§ 28-1-1 through -15 (In accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or handicap, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation.);
- (3) state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, §§ 52-1-1 through -70, and related regulations; and

9. **Notices.** For a notice under this agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

to NMDOT at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504

to the Grantee at:
Torrance County
Attn: Tracey Master
P.O. Box 48
Estancia, NM 87016

10. **Severability.** The parties intend that if any provision of this agreement is held to be unenforceable, the rest of the agreement will remain in effect as written.

11. **Tort Claims.** The parties intend that (1) immunity from liability for tortious conduct under NMSA 1978, § 41-4-4(A) will apply to all conduct relating to this agreement, (2) only the waivers of immunity from liability under NMSA 1978, §§ 41-4-4 through -12 will apply, and (3) this agreement does not waive immunity from liability for tortious conduct relating to this agreement of any employee of the Department or the Grantee.

12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in section 2.

14. **Term.** This agreement takes effect upon signature of all parties. If the Grantee does not deliver the signed agreement to the Department within sixty days of the Department's signature, the agreement will be voidable by the Department. The agreement terminates at midnight on September 30, 2017 unless earlier terminated as provided in section 6 or section 7.

15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this agreement.

16. **Amendment.** No amendment of this agreement will be effective unless it is in writing and signed by the parties.

17. **No Third-party Beneficiary.** This agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.

18. **Merger.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of the agreement and supersedes all other agreements, whether written or oral, between the parties, except that this agreement does not supersede the Grantee's rights under any other grant agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

Date: _____, 2017

DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

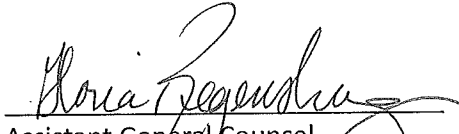
Date: _____, 2017

TORRANCE COUNTY

By: _____
Title: _____

Approved as to form and legal sufficiency.

Date: 05/03/2017, 2017

By: 
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

Date: _____, 2017

By: _____
Counsel for Torrance County

Exhibit A

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

COMMUNITY DRIVING WHILE IMPAIRED PROGRAMS (CDWI) PROJECT NO. 17-CD-05-103

1. **Scope of Work.** The Grantee shall conduct the following activities as required below:

- (1) Utilize funding from the Department, to conduct DWI enforcement activities which optimally will include: 3 Saturation Patrols and attend underage alcohol free events to discourage underage drinking within Torrance County.
- (2) Utilize funding from the Department to purchase supplies to discourage underage drinking.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

“**Agency Coordinator**” means the person assigned by the Grantee to assume direct responsibility for administering all phases of the project agreement.

3. **Training and qualifications.** The Agency Coordinator must attend Department training as required by the Department. The Grantee shall notify the Department of any changes in the Agency Coordinator. The Grantee’s officers must have law enforcement certifications in all areas necessary to conduct the services noted in ¶ 1 of this exhibit.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost of activities listed in the scope of work section of this attachment. The Grantee should submit claims no later than 10 days after the end of each month. The Department will pay the Grantee for the following:

- (1) the actual costs of items listed in the scope of work; and
- (2) conference and training fees, per diem, and other related costs required under the grant and approved by the Department in advance.

5. **Reporting.** The Grantee must submit quarterly activity reports by January 31, April 30 and July 31, October 31, 2017. Quarterly activity reports should summarize the Grantee’s goals and accomplishments for the fiscal year funded under this agreement. Further, the report should detail how the Grantee’s activities contributed to meeting the Department’s highway safety targets, missions and goals.

6. **Funding.** Funding for this CDWI project comes from a \$75.00 fee imposed on convicted drunk drivers, as allowed by NMSA 1978, § 31-12-7(B) and NMAC 18.20.6. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$1,500.00
Contractual Services	\$1,000.00
Commodities	\$104.00
Indirect	\$
Other	\$
TOTAL	\$2,604.00

7. **Equipment.** The Grantee may only purchase equipment under this agreement with prior approval of the Department. The Grantee may purchase the following equipment:
Mouthpieces for portable breath testers



Agenda Item
No. 7



TORRANCE COUNTY
RESOLUTION # 2017-
Budget Increase

WHEREAS, the Torrance County Commission in regular session on Wednesday, May 24th 2017 did propose to authorize a budget increase in the FY 2016-17 Budget, and

WHEREAS, budget increases require authorization from the Department of Finance and Administration, and

WHEREAS, we request authorization for the following budget increase:

(See Attachment A)

NOW THEREFORE, we respectfully request approval for the attached budget increase in the FY 2016-17 budget from the Department of Finance and Administration.

DONE at Estancia, New Mexico, Torrance County this 24th day of May 2017.

TORRANCE COUNTY COMMISSION

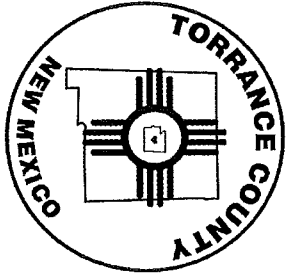
James W. Frost, District 1

Attest:

Julia DuCharme, District 2

County Clerk
DFA Approval

Javier E. Sanchez, District 3



TORRANCE COUNTY Budget Increase Request Form

Requesting Department: _____

TCPO

My department hereby requests that the following budget increase be made to the budget:

	Revenue Increase:	Expenditure Increase:	\$
Line Item Number	Line Item Description	Line Item Number	Amount of Increase
690-00-1015	Domestic Violence Grant	690-84-2103	29,999.00

Additional funding from CYFD

Signature _____

Date _____

STATE OF NEW MEXICO

**CHILDREN, YOUTH AND FAMILIES DEPARTMENT
AGREEMENT
AMENDMENT NUMBER (ONE)**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the "Agency" and **TORRANCE COUNTY**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

PURPOSE OF AMENDMENT

1. Amend **Article II "Scope of Work"** to reference the newly revised Attachment 1 – Scope of Work.
2. Amend **Attachment 1 – Scope of Work (executed July 1, 2016)**, to revise Section Activities to include Paragraph 16.
3. Amend **Article III "Limitation of Cost"**, to increase the total amount of the monies payable to the Contractor by an additional **\$29,999.00** for FY17 for a new contractual total of **\$109,999.00**.
4. Amend **Attachment 2 – Budget (executed July 1, 2016)** to reflect increase in FY17.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Amended Attachment 1 – Scope of Work dated March 1, 2017** and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement) or Article XXIII (Appropriations), *infra*. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Scope of Work.

Article III, Limitation of Cost, is hereby amended to read as follows:

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **One Hundred Nine Thousand Nine Hundred Ninety Nine Dollars and zero cents (\$109,999.00)**. The annual budget is attached hereto as "**Amended Attachment 2 – Budget dated March 1, 2017**" is incorporated herein by reference.

All other articles of this Agreement remain the same.

Amended Attachment 2 – Budget
Dated March 1, 2017
Torrance County Domestic Violence Project

The Contractor shall be paid at the following rate:

Description	FY17 Annual Budget	FY18 Estimated Annual Budget	FY19 Estimated Annual Budget	FY20 Estimated Annual Budget	Total Estimated Contract Amount
Permanent Position-FT/PT	\$34,555.60	\$16,005.60	\$16,005.60	\$16,005.60	\$82,572.40
Temporary Position-FT/PT	\$0	\$0	\$0	\$0	\$0
Group Insurance Premiums	\$0	\$0	\$0	\$0	\$0
Retirement Contributions	\$555.00	\$0	\$0	\$0	\$555.00
FICA	\$2,568.43	\$1,224.43	\$1,224.43	\$1,224.43	\$6,241.72
Workers Comp Premium	\$25.00	\$10.00	\$10.00	\$10.00	\$55.00
Unemployment Comp Prem	\$0	\$0	\$0	\$0	\$0
Employee Liability Insurance Premium	\$320.11	\$320.11	\$320.11	\$320.11	\$1,280.44
Retiree Health Care Cont	\$0	\$0	\$0	\$0	\$0
Other Employee Benefits	\$0	\$0	\$0	\$0	\$0
Reportable Professional Services	\$0	\$0	\$0	\$0	\$0
Employee In-State Mileage	\$500.00	\$500.00	\$500.00	\$500.00	\$2,000.00
Employee In-State Meals & Lodging	\$1,050.00	\$500.00	\$500.00	\$500.00	\$2,550.00
Transportation-Fuel & Oil	\$210.00	\$0	\$0	\$0	\$210.00
Employee Out of State Mileage & Fares	\$0	\$0	\$0	\$0	\$0
Employee Out of State Meals & Lodging	\$0	\$0	\$0	\$0	\$0
Supplies-Office Supplies	\$5,000.00	\$500.00	\$500.00	\$500.00	\$6,500.00
Supplies- Educational/Recreational	\$3,300.00	\$0	\$0	\$0	\$3,300.00
Supplies-Inventory Exempt	\$0	\$0	\$0	\$0	\$0
Printing & Photographic	\$0	\$0	\$0	\$0	\$0
Postage & Mail	\$0	\$0	\$0	\$0	\$0
Bond Premiums	\$0	\$0	\$0	\$0	\$0
Utilities	\$0	\$0	\$0	\$0	\$0
Rent of Land & Buildings	\$0	\$0	\$0	\$0	\$0
Rent of Equipment	\$895.00	\$400.00	\$400.00	\$400.00	\$2,095.00
Telecommunications	\$1,019.86	\$539.86	\$539.86	\$539.86	\$2,639.44
Subscriptions & Dues	\$0	\$0	\$0	\$0	\$0
Employee Training	\$0	\$0	\$0	\$0	\$0
Advertising	\$0	\$0	\$0	\$0	\$0
Misc.-Other Expenses	\$0	\$0	\$0	\$0	\$0
Program Support	\$0	\$0	\$0	\$0	\$0
TOTAL	\$49,999.00	\$20,000.00	\$20,000.00	\$20,000.00	\$109,999.00



Agenda Item
No. 8



TORRANCE COUNTY
RESOLUTION # 2017-

Cash Transfers & Line Item Transfers Between Funds

WHEREAS, the Torrance County Commission in regular session on Wednesday, May 24th 2017 did propose to authorize cash transfers and line item transfers between funds in the FY 2016-17 Budget, and

WHEREAS, cash transfers and line item transfers between funds require authorization from the Department of Finance and Administration, and

WHEREAS, we request authorization for the following cash transfers and line item transfers between funds:

CASH TRANSFERS:

<i>From:</i>	<i>To:</i>	<i>Amount:</i>
826 (EMPG)	604(Civil Defense Fund)	\$12,508.80
401 (General)	685(P&Z Court Fees Fund)	\$300.00

LINE ITEM TRANSFER:

<i>From:</i>	<i>To:</i>	<i>Amount:</i>
826-88-2102(full time sal.)	604-83-2102 (full time sal.)	\$12,508.80
401-08-2272 (prof. services)	685-08-2221(printing & publ.)	\$300.00

NOW THEREFORE, it is respectfully requested that these cash transfers and line item transfers between funds in the 2016-17 FY budget be approved by the Department of Finance and Administration.

DONE at Estancia, New Mexico, Torrance County this 24th day of May 2017.

TORRANCE COUNTY COMMISSION

James W. Frost, District 1

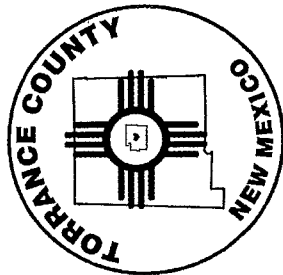
Attest:

Julia DuCharme, District 2

County Clerk

Javier E. Sanchez, District 3

DFA Approval



TORRANCE COUNTY

Line Item Transfer Form

Requesting Department:

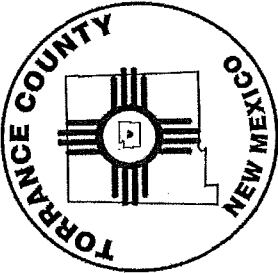
Civil Defense

My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
826-88-2102	full time salaries	604-83-2102	full time salaries	\$ 12,508.80
Reason for Transfer:				
EMPG Grant was not awarded; Civil Defense fund needs to allocate the funding.				

Signature

Date



TORRANCE COUNTY

Line Item Transfer Form

Requesting Department: Planning & Zoning

My department hereby requests that the following line item transfer(s) be made to the budget:

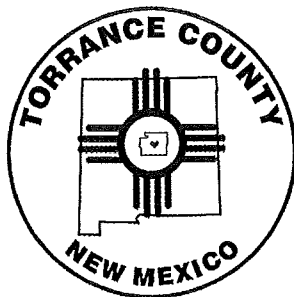
Transfer From:		Transfer To:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
401-08-2272	Professional Services	685-08-2221	Printing & Publishing	300.00

Reason for Transfer:
 Preparation for upcoming advertising expenses for zoning actions

Signature: Date: 1/22/2017



*Agenda Item
No. 9*



TORRANCE COUNTY

RESOLUTION # 2017-

Line Item Transfers

WHEREAS, County Departments are requesting line item transfers within their budgeted funds in the FY 2016-17 Budget, and

WHEREAS, line item transfers within the same fund require authorization from the Torrance County Commission, and

WHEREAS, the attached line item transfers within the same fund are hereby authorized:

(See Schedule A)

NOW THEREFORE BE IT RESOLVED by the Torrance County Commission.

DONE at Estancia, New Mexico, Torrance County this 24th day of May 2017.

TORRANCE COUNTY COMMISSION

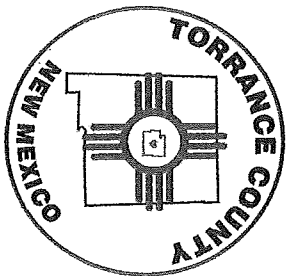
James W. Frost, District 1

Attest:

Julia DuCharme, District 2

County Clerk

Javier E. Sanchez, District 3



TORRANCE COUNTY Line Item Transfer Form

Requesting Department: _____

Sheriff

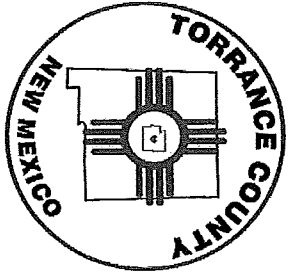
My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
401-50-2272	Professional Services	401-50-2201	Vehicle Maint./Repair	\$ 3,000.00
401-50-2269	Membership Dues/Fees	401-50-2224	Educational Supplies	\$ 500.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Reason for Transfer:
Transfer to cover pending costs to close out fiscal year.

Signature: *[Handwritten Signature]*

Date: *5/5/12*



TORRANCE COUNTY

Line Item Transfer Form

Requesting Department: _____

RURAL ADDRESSING

My department hereby requests that the following line item transfer(s) be made to the budget:

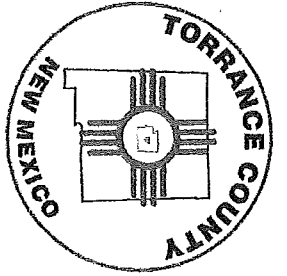
Transfer From:		Transfer To:		\$ Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
675-07-2201	Vehicle Maint / Repair	675-07-2207	Telecommunications	\$250.00
Reason for Transfer:				
<i>INSUFFICIENT BUDGET FOR YEAR</i>				

[Handwritten Signature]

Signature

05082017

Date



TORRANCE COUNTY
Line Item Transfer Form

Requesting Department: _____

Animal Services

My department hereby requests that the following line item transfer(s) be made to the budget:

Line Item Number	Line Item Description	Transfer From:	Transfer To:	Amount of Transfer
		\$		
401-82-2205	Mileage and Per Diem		401-82-2219 Office Supplies	\$800.00

Reason for Transfer:
We are in need of office supplies and, due to unexpected expenses in the beginning of the fiscal year, we do not have the funds in the line item to cover them.

Signature *Donnette Marshall* Date *5/10/17*



TORRANCE COUNTY

Line Item Transfer Form

Requesting Department:

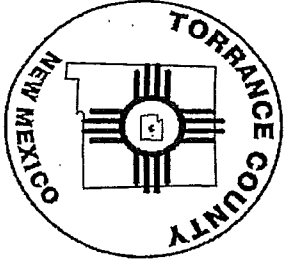
Animal Services

My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
401-82-2266	Training	401-82-2218	Equipment Maint.	\$900.00

Reason for Transfer:
In order to get a commercial warranty, we had to purchase a commercial grade washer which was more expensive than previous. Our current freezer is 25 years old and needs replacing.

Signature *Donita Mead* Date *5/9/17*



TORRANCE COUNTY

Line Item Transfer Form

Requesting Department: POHAD

My department hereby requests that the following line item transfer(s) be made to the budget:

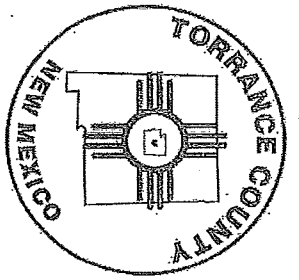
Transfer From:		Transfer To:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
402000000000000000	fuel	402000000000000000	equipment maintenance	\$2000.00

Reason for Transfer:

to order line items for equipment repairs

Signature [Handwritten Signature]

Date 5/15/7



TORRANCE COUNTY

Line Item Transfer Form

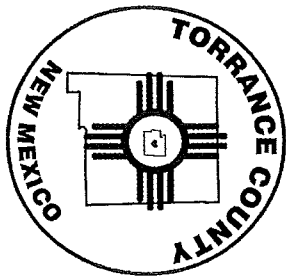
Requesting Department: ROAD

My department hereby requests that the following line item transfer(s) be made to the budget:

	Transfer From:		Transfer To:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer	
4061002002	ANV State Fuel	4061002004	equipment maint	3500.00	

Reason for Transfer: to cover line items for monthly purchases

Signature Meghan M Chausy Date 5/15/17



TORRANCE COUNTY

Line Item Transfer Form

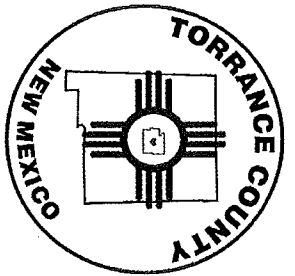
Requesting Department: _____

Commission _____

My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
401-05-2102	fulltime salaries	401-05-2272	professional services	\$ 13,000.00
Reason for Transfer:				
To cover deficit balance; and Interim Fire Chief/Consultant pay.				

Signature *Richard Stovland* Date 5-17-17



TORRANCE COUNTY

Line Item Transfer Form

Requesting Department: _____

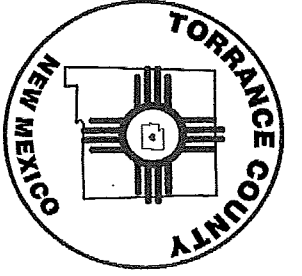
Finance

My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
401-55-2102	full time salaries	401-55-2266	training	\$ 500.00

Reason for Transfer:
To cover negative balance.

Signature *Barbara J. [Signature]* Date *5-17-17*



TORRANCE COUNTY

Line Item Transfer Form

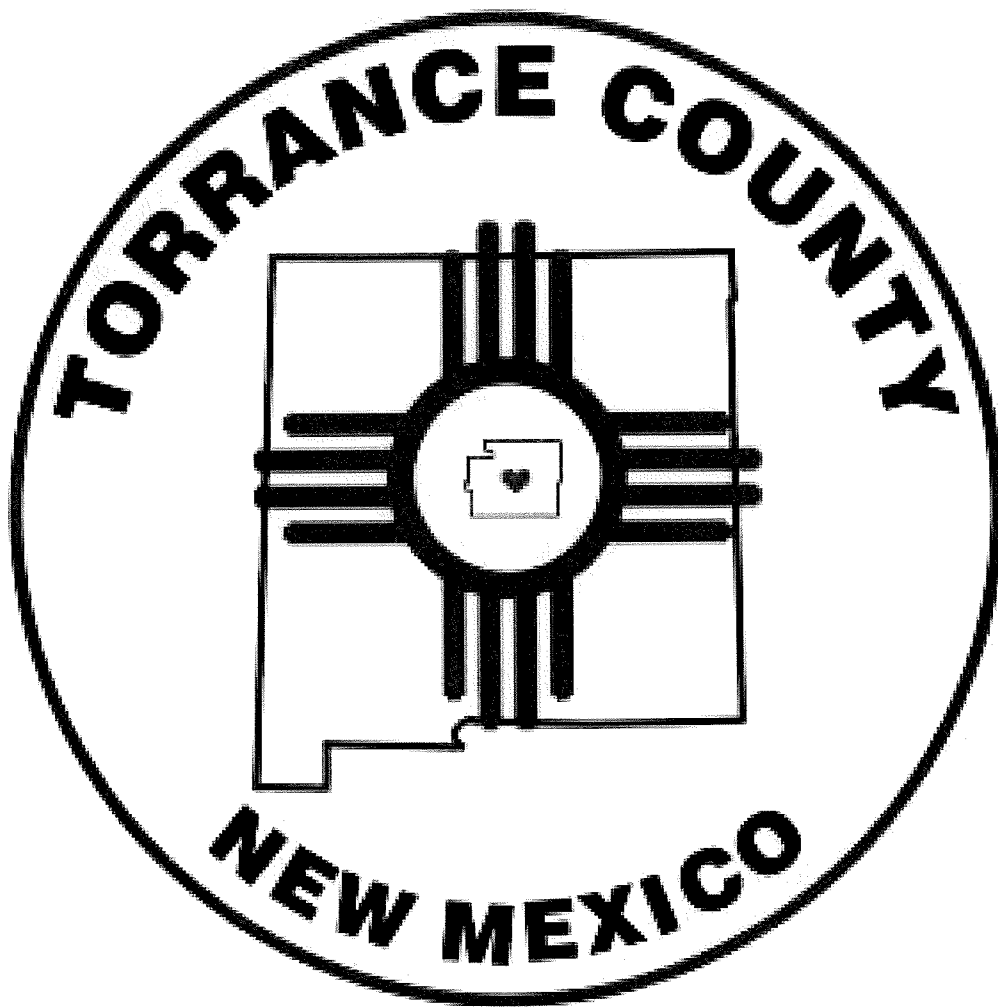
Requesting Department: _____ Purchasing _____

My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
401-27-2218	Equipment Maintenance/Repair	401-27-2205	Mileage/Per Diem	\$ 300.00

Reason for Transfer:
 Need a little more funds to fully cover actuals cost for 2017 NMAC Annual Conference and to have a little additional there in case I need to put fuel in a county vehicle.

Signature: *Heidi Shway* Date: *5/18/2017*



*Agenda Item
No. 10*

STATE OF NEW MEXICO
TORRANCE COUNTY

The Board of County Commissioners (the "Governing Body") of Torrance County, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at 205 South 9th Street, Estancia, New Mexico on the 24th day of May, 2017, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

Absent:

Also Present:

Thereupon, there was officially filed with the County Clerk a copy of a proposed resolution in final form.

TORRANCE COUNTY, NEW MEXICO
RESOLUTION NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN TORRANCE COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$312,060 FOR THE PURPOSE OF FINANCING THE COST OF PURCHASING AND EQUIPPING A 3,000 GALLON WATER TENDER FOR USE BY THE INDIAN HILLS FIRE DISTRICT #2, WITHIN THE GEOGRAPHIC LIMITS OF THE GOVERNMENTAL UNIT AND PAYING A LOAN PROCESSING FEE AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978, AS AMENDED; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING, THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Resolution unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing County under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project;
and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose to secure the payment of any obligation, which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues, and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Section 4-62-1 through 4-62-10, NMSA 1978, as amended, and with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to the Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk, this Resolution and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Code; and

WHEREAS, the Governing Body intends by this Resolution to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF TORRANCE COUNTY, NEW MEXICO:

Section 1. Definitions. As used in this Resolution, the following capitalized terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Act” means the general laws of the State, including Sections 4-62-1 through 4-62-10, NMSA 1978, as amended, Sections 59A-53-1 through 59A-53-19, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Chairman or Vice-Chairperson of the Governing Body, the County Manager and the County Clerk.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Completion Date” means the date of final payment of the cost of the Project.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expenses” means the cost of issuance of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest, if any, on the Loan Agreement as the same become due.

“Fire District” means the Indian Hills Fire District #2 in Torrance County, New Mexico.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the Board of County Commissioners of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means Torrance County, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Indenture” means the General Indenture of Trust and Pledge dated as of July 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement, dated the Closing Date, between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement Reserve Account” means the loan agreement reserve account established in the name of the Governmental Unit funded from the proceeds of the Loan Agreement and administered by the Trustee pursuant to the Indenture.

“Loan Agreement Reserve Requirement” means, with respect to the Loan, the amount shown as the Loan Agreement Reserve Account Deposit on Exhibit “A” to the Loan Agreement, which amount does not exceed the least of: (i) ten percent (10%) of the Loan Agreement Principal Amount; (ii) one hundred twenty-five percent (125%) of the average annual principal and interest requirements under the Loan Agreement; or (iii) the maximum annual principal and interest requirements under the Loan Agreement.

“NMSA” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet.

“Pledged Revenues” means the State Fire Protection Fund revenues distributed to the Governmental Unit, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made annually by the State Treasurer pursuant to Section 59A-53-7, NMSA 1978, as amended, in the amount certified by the State Fire Marshal or the State Fire Board.

“Processing Fee” means the processing fee to be paid on the Closing Date by the Governmental Unit to the Finance Authority for the costs of originating and servicing the loan, as shown on the Term Sheet.

“Program Account” means the account in the name of the Governmental Unit established under the Indenture and held by the Trustee for deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the project described in the Term Sheet.

“Resolution” means this Resolution No. _____, adopted by the Governing Body on May 24, 2017, approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

“State” means the State of New Mexico.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Trustee” means BOKF, NA, in Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and the Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$312,060, plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the Project; (ii) fund the Loan Agreement Reserve Account; and (iii) pay the Processing Fee. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting

of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of \$312,060, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, beginning on November 1, 2017, at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions that are consistent with this Resolution as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Program Account and Finance Authority Debt Service Account Loan Agreement Reserve Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account, and the Loan Agreement Reserve Account, to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account; (ii) the deposit of funds in the amount of the Loan

Agreement Reserve Requirement in the Loan Agreement Reserve Account; and (iii) the payment of the Processing Fee to the Finance Authority, all as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account, the Loan Agreement Reserve Account and the Finance Authority Debt Service Account, and the Processing Fee shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

A. Completion of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of, and payment for, the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

B. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, the Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay the principal and interest due under the Loan Agreement, including sufficient Pledged Revenues in the Loan Agreement Reserve Account to maintain the Loan Agreement Reserve Requirement..

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amounts in the Finance Authority Debt Service Account and Loan Agreement Reserve Account total a sum at least equal to the entire aggregate amount to become due as to principal and interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged to, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, if any, and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution, Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the Intercept Agreement and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Resolution may be supplemented or amended by resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. This Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and the County Clerk/Treasurer of the Governmental Unit, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Rest of page left intentionally blank]

(Form of Summary of Resolution for Publication)

Torrance County, New Mexico
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. _____, duly adopted and approved by the Governing Body of Torrance County, New Mexico, on May 24, 2017. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the County Clerk, 205 South 9th Street, Estancia, New Mexico.

TORRANCE COUNTY, NEW MEXICO
RESOLUTION NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN TORRANCE COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$312,060 FOR THE PURPOSE OF FINANCING THE COST OF PURCHASING AND EQUIPPING A 3,000 GALLON WATER TENDER FOR USE BY THE INDIAN HILLS FIRE DISTRICT #2, WITHIN THE GEOGRAPHIC LIMITS OF THE GOVERNMENTAL UNIT AND PAYING A LOAN PROCESSING FEE AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978, AS AMENDED; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING, THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED this 24th day of May, 2017.

TORRANCE COUNTY, NEW MEXICO

By _____
Javier Sanchez, Chairman of the Board of
County Commissioners

[SEAL]

ATTEST:

By _____
Linda Jaramillo, County Clerk

Commissioner _____ then moved adoption of the foregoing Resolution duly seconded by Commissioner _____.

The motion to adopt said Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ () members of the Governing Body having voted in favor of said motion, the Chairman declared said motion carried and said Resolution adopted, whereupon the Chairman and the County Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

TORRANCE COUNTY, NEW MEXICO

By _____
Javier Sanchez, Chairman of the Board of
County Commissioners

[SEAL]

ATTEST:

By _____
Linda Jaramillo, County Clerk

EXHIBIT "A"

Meeting Agenda
of the May 24, 2017
Board of County Commissioners Meeting

(See attached)

STATE OF NEW MEXICO
TORRANCE COUNTY

I, Linda Jaramillo, the duly qualified and acting Clerk of Torrance County, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of County Commissioners of Torrance County, New Mexico (the "Governing Body"), constituting the governing body of the Governmental Unit had and taken at a duly called regular meeting held at 205 South 9th Street, in Estancia, New Mexico, on May 24, 2017, at the hour of 9:00 a.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of May, 2017.

TORRANCE COUNTY, NEW MEXICO

By _____
Linda Jaramillo, County Clerk

[SEAL]



*Agenda Item
No. 11*

**AMENDMENT TO AGREEMENT FOR SERVICES
(INTERIM FIRE CHIEF/CONSULTANT)**

THIS AMENDMENT is the first amendment to that certain agreement ("Agreement") entered on or about the 10th day of May, 2017 by and between Torrance County, New Mexico (the "County") and Don Dirks ("Contractor").

WHEREAS, the Agreement provides for payments to Contractor for independent consulting services related to the Torrance County Volunteer Fire districts; and

WHEREAS, prior to the Agreement, Contractor was paid a stipend for services provided to the Torrance County Fire Chief; and

WHEREAS, the services performed by Contractor pursuant to the Agreement incorporate those services for which Contractor had been paid the stipend; and

WHEREAS, the parties have agreed that Contractor should not receive the stipend during the term of the Agreement.

IT IS THEREFORE mutually agreed that Contractor's sole compensation for services performed pursuant to the Agreement shall be as set out in the Agreement and that the stipend previously paid Contractor shall be suspended during the full term of the Agreement.

In witness whereof we have set out hands this 5 // day of May, 2017.

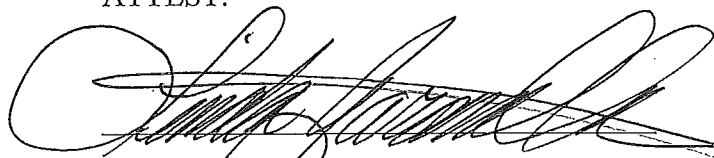


TORRANCE COUNTY MANAGER



CONTRACTOR

ATTEST:

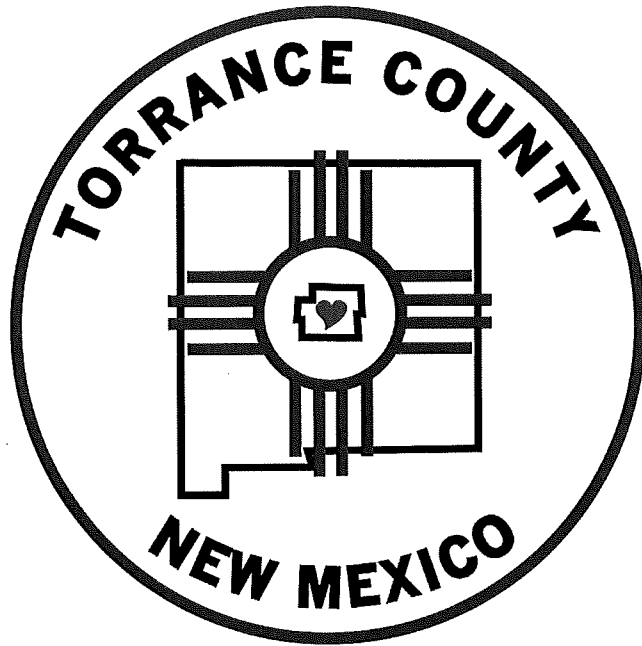


TORRANCE COUNTY CLERK





Agenda Item
No. 12



COUNTY MANAGER UPDATE