

TORRANCE **C**OUNTY
COMMISSION MEETING
JULY 12TH, 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

July 12th, 2017
9:00 A.M.

Please Silence All Electronic Devices

Call Meeting to Order
Pledge of Allegiance
Invocation

Approval of Minutes: June 28th, 2017 Regular Meeting
Approval of Meeting Agenda
Approval of Consent Agenda:
1. Approval of Checks

ACTION ITEMS*:

ITEMS TO BE CONSIDERED AND ACTED UPON

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

*** Department Requests/Reports:**

1. Updates: a. Various County Departments b. Other Boards or Land Grants (upon request) c. Forest Service (upon request) d. Commission
2. Request Approval of 2018 Treatment Contract with Sharon "Trish" Dano – Tracey Master, DWI Prevention Coordinator
3. Resolution 2017-033 Amendment Cash & Line Item Transfer – Amanda Tenorio, Finance Director
4. Resolution 2017-035 Budget Increase – Amanda Tenorio, Finance Director

***Commission Matters:**

5. Ratify the Contract between Torrance County and Department of Health for RPCCHA
6. FY18 Rural Primary Health Care Act Professional Service contract between Torrance County and Presbyterian Medical Services – Angie Coburn, PMS
7. Presbyterian Medical Services Audit Report – Beth Fullerton & Angie Coburn, PMS
8. Set Meeting for Commissioners, County Manager and Torrance County EVSWA Representatives
9. Ratify Out-of-State Travel for Inmate Extradition Pick-up Order – Stephanie Dunlap, Sheriff Administrator

***County Manager Requests/Reports:**

10. Update

***Public Hearing(s):**

- A. Public Hearing to consider an ordinance concerning the illegal transportation of mobile homes into and within Torrance County. To wit: AN ORDINANCE ADDRESSING THE SAFETY, PUBLIC HEALTH, AND OTHER REGULATORY CONCERNS RAISED BY MOBILE HOMES AND OTHER MANUFACTURED HOUSING BEING BROUGHT INTO AND TRANSPORTED WITHIN THE COUNTY WITHOUT A DEVELOPMENT PERMIT HAVING BEEN PREVIOUSLY ACQUIRED FOR SUCH HOUSING.
 - i. Adoption of Ordinance 2017-001 AN ORDINANCE ADDRESSING THE SAFETY, PUBLIC HEALTH, AND OTHER REGULATORY CONCERNS RAISED BY MOBILE HOMES AND OTHER MANUFACTURED HOUSING BEING BROUGHT INTO AND TRANSPORTED WITHIN THE COUNTY WITHOUT A DEVELOPMENT PERMIT HAVING BEEN PREVIOUSLY ACQUIRED FOR SUCH HOUSING.
- B. Public Hearing to consider an ordinance concerning dilapidated housing within Torrance County. To wit: AN ORDINANCE ADDRESSING THE SAFETY, PUBLIC HEALTH, AND OTHER CONCERNS RAISED BY DILAPIDATED HOUSING.
 - i. Adoption of Ordinance 2017-002 AN ORDINANCE ADDRESSING THE SAFETY, PUBLIC HEALTH, AND OTHER CONCERNS RAISED BY DILAPIDATED HOUSING.
- C. Public Hearing to consider the application for renewal of a Special Waste permit to allow Special Waste Disposal, Inc. to continue operations at their landfill facility located within the NE4 of the NW4 of the NE4 of Section 19, & the W2 of the NW4 & the NE4 of the NW4 of Section 20 T.2N., R.8E., NMPM being 91 Liberty Valley road.
 - i. Renewal of Special Waste permit to allow Special Waste Disposal, Inc. to continue operations at their landfill facility

***2:00 P.M. Budget Hearing:** The Torrance County Commission will hold a budget hearing pertaining to the 2017-2018 Operating budget.

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

***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, Limited Personnel Matters regarding discussion of County Fire Chief

***Adjourn**



Minutes

DRAFT COPY
TORRANCE COUNTY BOARD OF COMMISSIONERS
REGULAR COMMISSION MEETING
JUNE 28TH, 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
LINDA KAYSER-CHIEF DEPUTY CLERK

CALL MEETING TO ORDER

Chairman Sanchez calls the meeting to order at 9:02 a.m. and calls for a Commission Roll Call. Commission District 1-Present, Commission District 2-Present, & Commission District 3-Present. Mr. Vincent Montano leads in the Pledge of Allegiance and Ms. Linda Smith gives the Invocation.

APPROVAL OF THE JUNE 6, 2017 SPECIAL COMMISSION MEETING MINUTES

Chairman Sanchez asks for a motion to approve the June 6, 2017 Special Commission Meeting Minutes. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the June 6, 2017, Special Commission Meeting Minutes. Chairman Sanchez seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

APPROVAL OF THE JUNE 14, 2017 REGULAR COMMISSION MEETING MINUTES

Chairman Sanchez asks for a motion to approve the June 14, 2017 Regular Commission Meeting Minutes. **ACTION TAKEN:** Chairman Sanchez makes a motion to approve the June 14, 2017, Regular Commission Meeting Minutes. Commissioner Frost seconds the motion. Chairman Sanchez asks for any discussion. Madame Commissioner Ducharme stated that the minutes are done very well, but she would like to make a clarification. On page 6 it says Commissioner Frost asked about the hours for the shelter and animal control, just to make the minutes accurate she was the one that asked that question. I, Linda Kayser Chief Deputy Clerk stated that we will correct the minutes to reflect the change requested. 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. Chairman Sanchez seconds the motion. Chairman Sanchez asked if there is any discussion.

Madame Commissioner Ducharme stated she has a few questions. On the 1st page there is an item to make keys for the Fair Grounds and the money came out of the Judicial Complex maintenance, why was it taken out of that line item. Leslie Olivas, Purchasing Director stated that she imagines it is where Carl had the money in his budget to get it done. Madame Commissioner Ducharme asked if it should come out of that fund. Belinda Garland, County Manager stated that Carl has a maintenance fund for all of the buildings and since it is the end of the fiscal year we were trying not to move funds around too much since it was a small amount.

Madame Commissioner Ducharme also asked on June 14 there is an expense for the Fair Board to the Town of Estancia for \$798.40 what is that payment for? Ms. Olivas stated that it is for gas, trash, sewer and water.

Madame Commissioner Ducharme said on June 14th I see again tint front windows for the Escape and Explorer for the County Treasurer. She said we talked about that previously and why is it there again? Tracy Sedillo, County Treasurer stated what was talked about in the previous meeting was the line item transfer, this is the expense. We choose to have it tinted after the purchase as it was only \$80.00 instead of \$500.00 from the dealer. Madame Commissioner Ducharme said I remember we talked about 1 vehicle now you show 2 vehicles. Treasurer Sedillo said yes there are two, one vehicle was older and it was never tinted and the interior is starting to deteriorate so we did them both. Madame Commissioner Ducharme said so you disregarded my concern. Treasurer Sedillo responded that she was not at the meeting where the Commissioner voiced her concern. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

APPROVAL OF THE JUNE 28, 2017 COMMISSION MEETING AGENDA

Chairman Sanchez asks for a motion to approve the June 28, 2017 Commission Meeting Agenda. **ACTION TAKEN:** Chairman Sanchez makes a motion to approve the June 28, 2017, Regular Commission Meeting Agenda. Madame Commissioner Ducharme seconds the motion. County Manager Garland asked if we could move agenda item #9 to #6 and then continue with consecutive numbers after that. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

ACTION ITEMS

***Department Requests/Reports:**

1. UPDATES: A. VARIOUS COUNTY DEPARTMENTS B. OTHER BOARDS OR LAND GRANTS (UPON REUQUEST) C. FOREST SERVICE (UPON REQUEST) D. COMMISSION

Hanna Sanchez, Torrance County Fire Department, she stated that the interim Chief could not be here but she has a written statement to read concerning the firework bans. Written statement hereto attached. Ms. Sanchez read the statement to the audience and stated that as there is not a ban on fireworks this year, we do ask residents to exercise extreme vigilance with any recreational fire and fireworks, be safe and enjoy the holiday.

Jessie Lucero, Deputy Assessor said that on July 10th, 2017 from 1:00 to 3:00 pm, there will be a veteran services mobile unit here at the county offices. This will be held in the commission room and the purpose is to help any veteran's with their certificate of eligibility for their taxes. Flyers will be put up in public buildings and I will give the commissioners some to give out. This is exciting they reached out to us and hopefully this will be the start of a great relationship.

Andy Miller, Manager, Estancia Valley Solid Waste Authority. Mr. Miller stated he is here today to give the County a rebate check in the amount of \$4,500.00 for tipping fees. This is a result of tip tickets that county residents can buy and use at our collection stations. The funds were put into the wrong spot and this makes it correct. The 4th quarter is almost ending on the Fiscal year 2107. We entered into a new contract in July 1, 2016 we are almost to the end of the first year of that contract. That contract says that each quarter we operate the collection stations, billing, and administrative functions on \$200,000.00 per quarter. This means if we collect more than \$200,000.00 we rebate the county the overage, if we collect less the county makes up the difference. 1st quarter we gave back \$14,000.00, 2nd quarter there was a \$24,000.00 shortfall, 3rd quarter about a 6,000.00 positive balance. So at the end of the quarter we were at less than 1% of \$600,000.00. That is an indication that the budget that was set up really good, I anticipate that the 4th quarter is be very close to 200,000.00.

Vincent Montano, President of the Executive Board Director for the Bethel Community Storehouse, presented the Commission with their annual report. Report hereto attached. Mr. Montano introduced Linda Smith, Executive Director and stated that she will explain the annual report.

Ms. Smith stated that it is very important to present this annual report to the Commission which is an economic gauge for this area. She said Bethel served 21,000 people last year, 85% of our clients come from Torrance County. We serve Torrance County, Eastern Bernalillo County and Santa Fe County residents. We serve a large area from Tijeras, Clines Corners, Encino, Mountainair, the mountain areas, Estancia and Moriarty. She said all of our clients are low income so we help with food, clothing, housewares, gifts, and many other items. We network with 52 other agencies and refer anyone that needs help with rent, utilities, counseling, and many other needs. We see our clients one by one so we get to know their situations very well. We have a resource directory to help anyone in need, we have that available at Bethel. Bethel is having its 30 year birthday bash on July 8, 2017 from 10:00 am to 5:00 pm at the Bethel Storehouse. She asked the Commission to read the annual report and familiarize themselves with the report as it is a snapshot of the needs of the community.

Mr. Montano addressed the Commission, he said this is Bethel's 30th Anniversary and we have been very blessed to have Linda Smith as our Executive Director for many years now, but I would like to ask of the Commission is that they prepare a Resolution and recognize Bethel for its 30 years of existence in serving a 4, 600 square mile area in the center of the State of New Mexico, with Torrance County being the primary county we serve. I would like this to be presented on July 8 at the birthday bash.

Madame Commissioner Ducharme said I am in full support.

Commissioner Frost said that he is in support also, I go by there every day and the store is always busy. I know a lot of people that go there and I have been there myself. We owe you a lot thanks for all that you folks do. We will come up with a certificate of some kind to recognize your service.

Chairman Sanchez said I would like to recognize the worthwhile efforts of the Bethel Storehouse and 30 years is quite an achievement. We definitely recognize the value of the service and with that in mind, I would like to ask the Manager's Office to put together a Certificate that is an official recognition from the County for your efforts.

Madame Commissioner Ducharme said I also want to congratulate you on this Anniversary, to say you are celebrating 30 years, it translates to me success. That word rings in my head, success, many, many more years. To be successful you need good leadership, I have observed Ms. Linda Smith personally and I want to thank her for her kindness and wise leadership. She said I would also like to thank all of your volunteers.

Chairman Sanchez asked if there were any updates from the Commission

Madame Commissioner Ducharme wanted to remind all Torrance County residents of the new systems that were purposed by Chairman Sanchez and the investment board, it is on the County website. Each Commissioner does it differently. Chairman Sanchez is having meetings in his district. I feel that I do not have time to advertise by the July 6, 2017 meeting. I already know of some projects, and have talked to the people that have purposed them. I am happy to talk to any residents, please go to the website under news headlines, and fill out the form with your request for funding your project.

Chairman Sanchez said his first meeting was held Monday at the Torreon Community Center, which was well attended and identified projects that may be applied for. I would like to announce and invite everyone to the remaining meetings. One will be held tonight here in Estancia in the Commission room at 6:30. Mountainair's meeting will be held Thursday at Dr. Saul's Community Building at 6:30. Everyone is welcome and all are cordially invited.

Discussion only **NO ACTION TAKEN**

2. REQUEST APPROVAL OF CONTRACT BETWEEN TORRANCE COUNTY AND JOHN STEINER FOR EVALUATION SERVICES – TRACEY MASTER, DWI PREVENTION COORDINATOR

Belinda Garland, County Manager stated that Tracey Master could not attend today. The contract was presented to the commission last meeting but we were waiting on approval from DFA which had not come so it was tabled. Ms. Master answered any questions that you might have had at that meeting. She provided me with an email that was received yesterday from the Department of Finance and Administration stating that this contract has been approved and is ready for the commission's approval.

Madame Commissioner Ducharme asked Ms. Garland is funding available for this contract? Manager Garland replied that is what we were waiting on and yes DFA has approved the funding.

ACTION TAKEN: Commissioner Frost makes a motion to approve the contract between Torrance County and John Steiner for evaluation services. Madam Commissioner Ducharme seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

3. REQUEST APPROVAL OF 2018 TREATMENT CONTRACT WITH SHARON "TRISH" DANO – TRACEY MASTER, DWI PREVENTION COORDINATOR

Belinda Garland, County Manager stated that this item needs to be table again as DFA is requesting some changes.

ACTION TAKEN: Chairman Sanchez moves to table the 2018 Treatment contract with Sharon "Trish" Dano. Madam Commissioner Ducharme seconds the motion. No further discussion, all Commissioners in favor. **ITEM TABLED**

4. RAC SERVICE COORDINATOR CONTRACT BETWEEN TORRANCE COUNTY AND SID WARE – JENEA ORTIZ, CONTINUUM COORDINATOR

Jenea Ortiz, Continuum Coordinator presented the contract to the Commission for approval. Contract hereto attached. She stated that this contract has been reviewed by the County Attorney and has his approval, and asked that the commission approve this contract.

ACTION TAKEN: Chairman Sanchez moves to approve the RAC Service Coordinator contract for Sid Ware. Commissioner Frost seconds the motion.

Madame Commissioner Ducharme asked if there is funding for this contract. Ms. Ortiz responded yes, the last time I was at the Commission meeting the grant funds for this contract and the next one were approved. Madame Commissioner Ducharme asked if Mr. Ware has the qualifications needed for this contract. Ms. Ortiz responded yes, he has been doing this for a 1 ½ years and the TCJJB determined that he has met the qualifications. No further discussion, all Commissioners in favor. **MOTION CARRIED**

5. CONTINUUM COORDINATOR CONTRACT BETWEEN TORRANCE COUNTY AND JENEA ORTIZ – JENEA ORTIZ, CONTINUUM COORDINATOR

Ms. Ortiz presented the contract to the Commission for approval and stated that the County Attorney has reviewed the contract and has his approval. Contract hereto attached. There were some amounts one was for \$41,500.00 and the other was for \$38,000.00, all amounts have changed to \$41,500. The \$38,000.00 was my portion of the salary and I thought it needed to be separate from the other amount but I have corrected that. That is the only difference.

ACTION TAKEN: Chairman Sanchez makes a motion to approve Continuum Coordinator contract for Jenea Ortiz. Madame Commissioner Ducharme seconds the motion. Madame Commissioner Ducharme asked if funding is available for this contract. Ms. Ortiz responded yes it is also covered by the grant we discussed previously. No further discussion, all Commissioners in favor. **MOTION CARRIED**

6. FUNDING REQUEST(S) – MARTIN LUCERO, EMERGENCY MANAGER

Amanda Tenorio, Finance Director presented the funding request to the Commission and stated that Mr. Lucero was not able to make it today. She said the request is in the amount of \$17,475.54, there is an invoice from AECOM for \$2,913.54, from Hazardous Mitigation Grant for \$7,148.81 and EMW/Torrance County Per Diem for \$7,413.19 which makes the total amount \$17,475.54.

Ms. Garland asked which line item she is requesting to move it out of. Ms. Tenorio responded the Infrastructure line item.

Madame Commissioner Ducharme asked if the research was done and if we can receive the money back from the State. Ms. Garland said it has been determined that we would probably not receive the funding for this fiscal year. Ms. Ortiz said we need to move the funds to close this out so we won't get an audit finding. Chairman Sanchez asks for a motion.

ACTION TAKEN: Madame Commissioner Ducharme moves to approve the Funding Request for Martin Lucero Emergency Manager. Commissioner Frost seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

7. RESOLUTION 2017-032 LINE ITEM TRANSFERS – AMANDA TENORIO, FINANCE DIRECTOR

Ms. Tenorio is requesting approval from the Commission for Resolution 2017-032 which is Line Item Transfers within budgeted funds. Resolution hereto attached. Chairmen Sanchez asks for a motion.

ACTION TAKEN: Commissioner Frost makes the motion to approve Resolution 2017-032 Line Item Transfers. Madame Commissioner Ducharme seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

8. RESOLUTION 2017-033 CASH & LINE ITEM TRANSFERS – AMANDA TENORIO, FINANCE DIRECTOR

Ms. Tenorio presented to the Commission Resolution 2017-033 Cash Transfers and Line Item Transfers for approval. These cash transfers are from the Wind Pilt fund to the EVSWA fund for our tipping fees, and would also like to request to include the \$17,475.54 cash transfer that was just previously approved. Resolution hereto attached

Chairman Sanchez said that the money will be transferred from the PILT to the tipping fees which is \$100,000.00, so how much will be left in the PILT fund? Ms. Tenorio responded about \$10,000.00, because we have already paid some tipping fees so it is in the negative, we are transferring to close out the fiscal year.

Madame Commissioner Ducharme stated you are talking about \$10,000.00 that will be left in the Estancia Valley Solid Waste fund what about the PILT fund? Ms. Tenorio said there are still funds available in the PILT fund but she is not sure how much. Chairman Sanchez asked if we could find out how much. Ms. Tenorio said she might have those figures this afternoon. Chairmen Sanchez asks for a motion.

ACTION TAKEN: Commissioner Frost makes the motion to approve Resolution 2017-033 Cash Transfers & Line Item Transfer(s). Chairman Sanchez seconds the motion. Chairman Sanchez said I will make a comment that on the next meeting agenda we need to have a workshop on the tipping fees. We need to have a workshop with the Commission, EVSWA Representatives and the County Manager to brain storm what may be done moving forward as the Commission felt sometime back it will be unsustainable to continue these payments. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

9. RESOLUTION 2017-34 BUDGET INCREASE – AMANDA TENORIO, FINANCE DIRECTOR

Ms. Tenorio is requesting approval from the Commission for Resolution 2017-034 Budget Increase for additional funding received for the RPHCA grant, Dog Head Fire and EMS Superior Ambulance. Resolution hereto attached

ACTION TAKEN: Chairman Sanchez makes the motion to approve Resolution 2017-034 Budget Increase. Madame Commissioner Ducharme seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

***Commission Matters:**

10. PRESENTATION AND FUNDING REQUEST(S) – FIRST CHOICE COMMUNITY HEALTH CARE

Mayor, John Bassett, Town of Edgewood stated he is here today to request Torrance County help fund the construction the First Choice Community Health Care Center. He introduced Krista Kelly and former Edgewood Town Councilor Chuck Ring and he is a current board member for First Choice and Myra Pancrazio, EVEDA Director, they will also be speaking about the request. A handout was given to the Commission and is hereto attached.

Chuck Ring said the facility we have now has been used by the citizens of Torrance County since 2003. We have never received any funding from Torrance County and we think it would be a good jester and deed to have the County consider helping fund the new facility. Thank you for whatever action you deem appropriate.

Krista Kelly said thank you for your time, I want to give you a brief overview of what the facility would entail. The new facility is a 7.5 million dollar project, and will 22,000 sq. ft. If you have been to the facility we are currently using, is it a used portable building that we received from UNM. It was already 40 years old, beyond its usable life and we are beyond capacity. We have the ability to have a new facility, we anticipate starting to break ground later this year. The facility will have primary medical care, dental, behavioral health, WIC, subspecialty care and extended hours. I know many have been interested in Urgent Care, at this point First Choice cannot guaranty that we could get approved for Urgent Care from the Federal Government. We have to apply as a Federal qualified center, so what we can offer at this point is extended hours. We are also looking at a portable x-ray machine and would be able offer some quasi Urgent Care such as sutures and x-ray's to see if someone has a broken arm.

Behavioral health is also extremely important and we offer integrated behavioral health so if someone is dealing with depression and they let their Doctor know they can do a warm hand off, walk them directly to the behaviorist or the counselor. With WIC also being there it makes sense to be able to do the warm hand off from WIC to a Doctor so they can make an appointment for prenatal care specialist.

Ms. Kelly said we anticipate 85 new jobs with 5.6 million dollars in new annual salaries per year. 90% of the current employees of First Choice are from this region, we do hire from the region. We anticipate the new jobs being people from this region and not coming from outside of the region. The total estimate annual impact to the region will be 28 million. 30.2% of the 7,388 patients are Torrance County residents. With respect to funding, we almost have the funding complete, what we would ask of Torrance County is funding to help with construction or equipment. We have 1 million dollars in equipment and furnishing that would need to be purchased. We would ask that Torrance County might assist with that purchase. It would help us get the funding for the X-Ray Machine, Dental Equipment and as well as the Exam rooms. The WIC portions is covered by USDA all furnishings and equipment for them are already covered.

Madame Commissioner Ducharme said she would like to address Mr. Bassett and Mr. Ring. She said my impression is that Edgewood is booming and doing very well, because of your hard work. It seems ironic you come to Torrance County for help. Do you have a feeling that Torrance County is booming?

Mayor, Bassett replied that he has lived here all of his life and it looks about like it always did. I have been to this Courthouse a number of years ago and I cannot say if you are booming or not, I know you have your issues. If you look at the map you have Edgewood here and Torrance County resident's right over the line, 30% of the patients come out of Torrance County. We do not mind that and in fact that is the whole idea to have a regional facility. We have talked to our Congressional Delegate's about funding and they keep telling us to work on regional projects. When I come down here I do not see a lot of projects of this nature and it would be a pretty nice Medical facility, with nothing like it in the area. Your help would be to get it going and we all could benefit from it. Yes I know it is in Edgewood and Santa Fe County and if you look at the funding request they came through big time with the GO bond. We have reached out to Bernalillo County they are contemplating funding. It is a three county area and now we are coming to you as they instructed us to do.

Mr. Ring said if Torrance County is not booming it will soon from all of the wind turbines, gross receipt and construction. I think this is just the start and it will just keep growing. You will probably see solar projects and other projects. This request is truly regional in nature and we want to continue to provide service through First Choice to Torrance County, Bernalillo County, Santa Fe County and even Guadalupe County.

Ms. Kelly said that Economic Development depends on infrastructure and with a medical facility like this would help to drive that Economic Development. Many times large employers will look to see what infrastructure is in place before consider moving to an area.

Commissioner Frost said that First Choice is a good facility and I use it myself once in a while. I was quite excited for the Urgent Care and now it might not happen. Can you tell me what the extended hours might be? Ms. Kelly responded they do not know the exact hours but typically the hour would probably be 5:00 pm to 11:00 pm in addition to weekends. The services would be like urgent care but we would not be able to perform surgery.

Mr. Bassett said our building is beginning to show its age and we have the opportunity to get into a new building. We have lined up the property with the State Land Office, and Santa Fe County is on board with it, we have some of the funding but we are a little shy to be completely funded. That is why we are here today. The idea is regional cooperation and building an asset for the entire Tri-County area.

County Manager Garland asked if she had heard correctly that we could help with construction and equipment. Ms. Kelly responded yes construction, furnishings and equipment. The dental equipment are very expensive and the equipment we have at the present time needs to be replaced.

Commissioner Frost said I am not sure what percentage 30% I am not sure how many people that is, but we do have another company that has two clinic's one in Estancia and one in Mountainair and we cannot forget them. I do not know if they have asked for any help, but I do not want to do something to cause problems with them. I do know that a lot of the Northern part of the County goes to First Choice. If we do come up with an amount, can we make it in payments? Ms. Kelly said we could structure payments and if you were to look at equipment that is something that you could purchase out right without making a transfer and it would make it simpler for you.

Madame Commissioner Ducharme said on page 2 you show entities that gave money, how much is the Town of Edgewood contributing to the facility. Mr. Bassett reply that they are working on a CDBG grant to provide infrastructure for the project, in the amount of \$500,000.00 to \$700,000.00. Madame Commissioner Ducharme asked if any money was coming from their General Fund or any other fund you have. Mr. Bassett said not at this time we may contribute but we are waiting to see how much we can put together. Like you we have tight budgets we will do what we can if it comes up.

Madame Commissioner Ducharme said I know that you have new facilities for the Fire Department, Animal Shelter, new Police Offices and several new businesses. It is very smart for you to invest in your infrastructure. I wished we would do the same, investing in our own infrastructure. You are arguing that 30% of patients come from Torrance County, many of our residents go to Albuquerque, and should Torrance County help out Albuquerque also? Mr. Bassett said you do when purchase goods and services you pay gross receipts. Madame Commissioner Ducharme said we are also paying a tax for medical facilities.

Madame Commissioner Ducharme said another angle is instead of Torrance County patient's spending money in Torrance County you are taking away money for our own infrastructure. Mr. Bassett responded another way to look at it is the Edgewood Soil and Water District goes into Torrance County we pay property taxes that go to that and a lot of the money gets spent in Torrance County. This goes back to the regional effect of the Tri-County area.

Mr. Ring said the Town of Edgewood gave \$250,000.00 to the original First Choice facility and we leased the land that the new clinic will go to. Now Santa Fe will be taking over the lease. I know your county is near and dear to your heart and you want the money to stay here I understand that. I feel this is a win, win for everyone because we will provide better services, and building that is not falling down.

Madame Commission Ducharme said thank you for you kind words, but when I think about our facilities I see holes in the walls, mold in bathrooms, not having water in bathrooms and the Senior Citizens paying for their own maintenance of their building. We need to help our Citizens first. Your building will be built no matter what, we do not have any money to give outside of the county.

Mr. Ring said you should take care of your county and the facilities that need taking care of that is primarily where the money should go, but in saying taking care of your citizens you are leaving out the component of your citizens receiving services from First choice.

Commissioner Frost said we will probably not write you a check today, but we do have some good things going. We have an investment program going on to help our people. I know if we were going to donate some to First Choice it will help some of our residents. I hope we have more discussion about this and hopefully some action later on.

Michael Godey said you might have an Urgent Care Facility and what are your chances of getting it? Ms. Kelly said we are in conversation with UNM I do not know what the probability of it will be. We also might look at other providers, I could not honestly say and I would not want to get anyone's hopes up.

Chairman Sanchez said we have an investment committee, to build a strategy for funding as it becomes available. We have opened an application period for projects, the idea is to gather information and catalog the needs that exist. I would encourage you to fill out an application. The deadline is July 6, 2017.

Myra Pancrazio stated when we put economic development together 20 years ago, all of the Communities and Counties came together and that is why we exist. Torrance County could not recruit businesses with only 14,000.00 people. When we brought in Southern Santa Fe County and Eastern Bernalillo County then we had 50,000 people. This is a workforce and infrastructure needed, we spent 5 to 6 years breaking down barriers and understanding that we are all part of the Tri-County area. Sheriff White does not get to stop at the county line to chase criminals and Central New Mexico Coop does not stop at the county line when providing services. When I go to recruit companies I have to say we have fiber optic and we do. We did not get it for just one county we brought it to the whole Tri-County area. When I talk about health services, yes we have PMS, yes we have First Choice, we have to be able to say we have these thing or businesses are not coming. In the last few years Tri-Core moved from Moriarty to First Choice because that is where the majority of the people and the resources are. WIC is leaving Torrance County and going to First Choice. So a large number of Torrance County residents are WIC recipients and they will have to go to First Choice. If we are looking at borders then we should have fought to keep WIC in Torrance County. When you look at this funding request, EVEDA does not see any lines we see a region, sharing our infrastructure, workforce sharing everything.

Commissioner Frost said he wanted to make a comment as himself not as a commissioner. I live the area with lots of neighbors and friends. We have lots of people driving the roads, kids playing in yards and roads, and some of us at some time will have a health attack of some kind. I believe we could get help a lot quicker if we could go to an urgent care or extended hours for medical services.

NO ACTION TAKEN: Discussion only.

11. SELECTION OF COUNTY MAINTAINED ROADS FOR IMPROVEMENT AND REPAIR FUNDED BY GENERAL OBLIGATION BOND MONEY – MADAME COMMISSIONER DUCHARME

Madame Commissioner Ducharme stated that she asked for this to be on the agenda. On August 18, 2016 voters approved the General Obligation bond #3, shall Torrance County issue up to \$1,000,000.00 of General Obligation Bonds to be repaid from property taxes for the purpose of constructing and repairing public roads and purchasing capital equipment for such projects. I believe that equipment has already been purchased and the money that is left has not been committed to the projects.

Leonard Lujan, Road Foreman, said yes we purchased 4 rigs so we can get the gravel hauled from our pit to gravel more roads. When we were talking to everyone asking for the Bond money we stated we wanted the money to repair our chip seal roads. We have a gravel pit now so we can gravel more roads with our own gravel we do not have to purchase it. That is why we are starting with 13 miles of chip sealed road starting in July. I could have spent all of the money this year, but I figured why spend all of the money in one year when we have a chance to do more projects for the next couple of years and it doesn't look like we spent all of the money in one shot. Job summary hereto attached. I have Lexco and Riley road as my 2 projects for this year. Next year we will be doing 7 miles of road and the year after that we will do another 4 or 5 miles. I might be able to get a little more done because I am working on getting some millings donated and use them to chip seal with, saving us money. Working on our chip sealed roads is what we talked about when we went for the bond, so that is what I have been concentrating on.

Madame Commissioner Ducharme asked how did you choose the roads. Mr. Lujan responded that when we went out for the GO Bond we asked for funding to do all the chip sealed roads. Madame Commissioner Ducharme said what you show on this job summary are all of the chip sealed roads. Mr. Lujan responded it is about 90%. It all depends on the cost of the oil it varies every year, we are getting a lot more done this year as the oil prices are lower. I cannot tell you what next year will be because we have to go out every year for a bid on oil. This job summary is just our GO Bond monies not our FY17-18 regular budget.

Madame Commissioner Ducharme stated my understanding of the process is that it should be the decision of the Commission which roads will be improved. Your recommendation is absolutely welcomed but I also would like to have input from the public. Every person that pays taxes to pay the GO Bond off in 15 years deserves to be heard as to which roads need the care the most. Mr. Lujan said that is why we had the meeting first. We went to every single Town and every Village and every time we talked about it, it was for chip sealed roads.

Madame Commissioner Ducharme said the roads were never identified. Mr. Lujan responded that we only have chip sealed roads or graveled roads, so when we said chip sealed roads it is all chip sealed roads we don't have anything else.

Madame Commissioner Ducharme asked why on page 1 is Sand Bar Construction involved. Mr. Lujan responded that we did not have the cones and signage needed for the Lexco project so we purchased it from Sand Bar Construction. We needed these purchases for the Lexco project because they have more traffic than Highway 41.

Madame Commissioner Ducharme said I can understand why you purchased the cones and signage. County Manager Garland said if you will notice that was paid for out of the Torrance County Road Department Fund not the GO Bond funds.

Madame Commissioner Ducharme said on page 3 for District 2 roads, some roads you have are State projects and work has already been done. Mr. Lujan said the roads in District 2 are gravel roads, where the chip seal ends we are going to go 1 mile of gravel.

Madame Commissioner Ducharme asked about Marshall Road where will the work start. Mr. Lujan said right where the chip seal ends and then gravel 1.5 mile. Madame Commissioner Ducharme asked what does re-lift of the road mean. Mr. Lujan said we will go and fix all of the pot holes and then another chip seal over the top.

Madame Commissioner Ducharme said Heritage Road the first mile of it, has school buses, people who bring their children to the Elementary School, and it is in front of the rodeo grounds, the road is not in good condition. I would like to see that road being taken care of with that money. Mr. Lujan said that is fine we can change one of the roads to that one. I have argued with the State Highway Department over this road because they take care of it and so do we. Our line starts at the school road where it turns to goes to the middle school, it is paved and turns into chip seal. That is City Limits and the State usually takes care of it, we help them with pot holes and things like that.

Madame Commissioner Ducharme said what I have heard from the State Road Department is they have to maintain 50ft from the middle of Highway 41 east. Mr. Lujan responded that they maintain all the way to Salt Missions Trail. Madame Commissioner Ducharme said they are saying it is only 50ft and then it is the Counties responsibility. Mr. Lujan said that on our County maintained miles it does not start there, our mileage on Heritage Road does not start until Center Street. Madame Commissioner Ducharme said so if we don't maintain it and they don't maintain it then who does. Mr. Lujan responded that he has been arguing with them about this, but you want us to chip seal it so we will chip seal it. Madame Commissioner Ducharme said she would like to see that road put on that list.

Madame Commissioner Ducharme asked if some of these roads are already in good condition does it make sense to re-lift it. Mr. Lujan said that is the best time to do it, we should be going back to the chip sealed roads every three years, the more lift we have the better the road and the longer it will last.

Madame Commissioner Ducharme stated Marshall Rd, Ice Plant Rd, Pumpkin Patch Rd, Madrid Rd are all well-traveled roads, but Estancia Del Norte there is no chip seal on it why is it on the list. Mr. Lujan said the east side will be graveled and there is 1 mile of chip seal on the west side. Madame Commissioner Ducharme asked if Club House Rd is a well-traveled road. Mr. Lujan said everyone that lives in the El Rancho Grande subdivision comes out on that road, it is chip sealed and we haven't been back to it in at least 8 years. Madame Commissioner Ducharme asked how can we put Heritage Rd on the list. Mr. Lujan responded once next year comes I can figure that into the project. If I can save money with using millings and crushing them I will save enough money right there to buy the oil for the 1 mile of Heritage Rd. Madame Commissioner Ducharme said I would like to see Heritage Rd on the list and that it is official and approved by the Commission. I would like to see it number 1 as it is needed and it is embarrassing to have that road in such condition.

Mr. Lujan responded that is fine I can take all of these roads off and we can pave it, we can use all of the bond money on that one road it is not a problem with me. I am trying to help everybody in the County not just one road. I was going to pave McNabb road because it is well traveled just like Lexco, but it would have taken all of the bond money just to do that one road. We did not go out for the Bond to concentrate on one road we went out to do all of our chip seal roads.

Madame Commissioner Ducharme said I am only talking about 1 mile of that road and it is a critical road, people from Echo Ridge and another subdivisions use it along with people that go to the school. Mr. Lujan said I can add the road to the list and put it on paper. I get kind of stuck putting things down on paper, if we have a bad winter and I cannot use the money there but it is on paper saying we will do it. Madame Commissioner Ducharme said you are going to be doing this in the summer right. Mr. Lujan said if we have a bad winter and we lose some chip sealed roads in District 2 that we have to put money into, it will have to come out of the GO Bond money if I do not have any in my budget. Madame Commissioner Ducharme said there are 1.5 miles if you take ½ mile from one road and ½ mile from another road. Mr. Lujan said I understand that but once it is down on paper it becomes me not doing what I said I was going to do.

County Manager Garland stated that if we get a bad winter it could cause the chip sealed roads to deteriorate to the point that we have to concentrate on it to save the road. What Mr. Lujan is trying to say is he does not want to be committed to any particular road, until the spring to see the conditions of the roads at that time.

Mr. Lujan said that is correct, that is why we put Lexco and Riley Rd on for now and save the rest for the spring.

County Manager Garland said if you are looking to approve the usage of the GO Bond money may I suggest approve Lexco and Riley Rd at this time as we are committed to work on them, and in the Spring we reevaluate which roads he thinks needs the care. Madame Commissioner Ducharme said no she does not think it is fair to approve these roads and not to approve the roads in District 2.

Mr. Lujan said I do not look at it like I am approving roads in Districts, I am approving roads for Torrance County. Madame Commissioner Ducharme stated residents from District 2 come to me. Mr. Lujan said we are graveling 6 or 7 miles in District 2 this year. Madame Commissioner Ducharme asked if we received the funding for Echo Ridge Rd. Mr. Lujan said yes that money has been approved but we will not get that money this year, we receive the money next July 2018.

Madame Commissioner Ducharme asked about Willow Lake Rd if we got the funding and when will it be completed. Mr. Lujan responded this year the funds will be here July 10, 2017 and we will start on that project sometime in August. Madame Commissioner Ducharme said I just want to see Heritage Road on this list, it is a very important road.

Commissioner Frost asked if he could speak. He said what I hear today is a difference of opinion on who decides what roads to work on. I believe that Leonard is the head of the Road Department. We also have a lot of other departments, I have a list here. One is a Maintenance Department run by Mr. Carl Lange and I was thinking we should not tell him which light bulb to change when they need changing. We also have an Assessors Office that goes out and evaluates property, and I do not feel qualified to tell the Assessor how to evaluate someone's property, they would not let me do that anyway because they are the ones that run that Department. We also have a Sheriff and the Commission does not tell him how many bullets to put in his gun, where to point it or who to point it at, or who to stop on a traffic stop. We also have Dispatch and they get many calls, people have heart attacks, domestic calls and ambulance calls the Commission does not get a chance to tell where to send the ambulance or to decide who goes to the hospital or who stays in a ditch somewhere, that is up to the boss at Dispatch. Animal Shelter the same way we do not tell them which animals to euthanize, they are the ones that run that Department and we accept their choice. There are a bunch of things like this. I believe the Road Department is one of our Departments and they make their own decisions on what roads to fix. They go through the whole county day by day, year by year for many years. I know some of the history of the way the roads were, and they always need more work. In my view and I am a Commissioner also, the Road Department should choose what roads to do and when to do them. Recently I went to the hospital to have a hip replaced, they have a Board also, the surgeon replaced my hip and I do not remember seeing any Board Members telling him what knife to use or how deep to cut, he was on his own and he did a good job. I believe very strongly that we need to leave the Road Department to make its own decisions.

Madame Commissioner Ducharme said Commissioner Frost we truly have a difference of opinions. Commissioner Frost responded we also had two of the GO Bonds issues that passed, the other one you have a copy of and it was about communications. I noticed that we have not been out there to tell them where to place new towers or how to hook up their technical equipment, or how to run the communications. Madame Commissioner Ducharme said she remembers them coming before the Commission for approval.

Chairman Sanchez said the matter of the roads in the county is very complicated. We have a lot of stake holders and everyone wants to be prioritized. We had a workshop sometime back, at that time we identified what we would like to do moving forward, I remain with that same mind set. Regarding this particular agenda item I am not sure what course of action is being recommended by any party. Madame Commissioner Ducharme perhaps you might recommend a course of action, maybe the addition of Heritage Road to the list.

Madame Commissioner Ducharme states that is what I would like to see, but the right thing to do would be let the residents of Torrance County to speak on this issue. Chairman Sanchez asked and what would you think is the best mechanism to do that. She said each Commissioner should hold at least one public meeting in their District.

Chairman Sanchez said at the road workshop we talked about purchasing equipment, and the Road Department having a goal of standardizing their road maintenance of being able to get across the whole county in a quarter. That is what I would like to see, with the GO Bond, Mr. Lujan wants to get to all of the chip sealed roads and this is good. That planning was done last year and we should allow Mr. Lujan to continue in the same way in order to get these projects completed. But in moving forward, if we can purchase the equipment and get the Road Department to their desired capacity to be able to get across the county in a quarter. I believe we can start to look at where there is a shortfall or any addition capacity that we need to build upon. We allow the Road Department to prioritize the roads along with our input and the County Manager. To allow the public to come and have a say is a real intricate process and I do not think it is as simple as a public hearing. Right now the public is represented by us and by the Road Department itself, it is a very complex topic and I do not know that we can tackle it at this time. I would encourage you to make a motion if you have a motion to make.

ACTION TAKEN: Madame Commissioner Ducharme moved to approve this list of roads but to include Heritage Road the 1st mile from Highway 41.

County Manager Garlands said she would like to encourage you to trust in your Road Manager to make the right decision on the care of the roads in the County. There are a lot of variables that can change, it can be high traffic, weather if a road starts to break apart we need to address that in order to not lose the road. It requires more funds to pull it back into shape if we do not stay on top of any problems. I encourage you to trust in your Road Manager to know what roads are falling apart and what roads need care. If you request a road to be look at and considered for maintenance by all means you can relay that to me or Road Manager directly. Your Road Manager is out there every day looking at the roads and knows what needs care, he does a very good job of addressing it. I am of the mindset that if we make a definite list and there are road conditions begin to deteriorate and it is not on this list it could cost the County a lot of funding in the long run.

Madame Commissioner Ducharme said then we need to use another funding that is available for roads. I know in Santa Fe County they had a list of roads at the time that they were campaigning for the GO Bond and the voters knew which roads would be taken care of.

Mr. Lujan responded that so did we, we said we were going to take care of all the chip sealed roads, we only have chip seal and gravel. We do not have paved roads, the only paved road we have is Lexco. It cost us 1.5 million dollars to do that road, we did that roads 10 years ago.

Commissioner Frost said that road was funded by the GRIP program which stands for Governor Richardson's Improvement Projects. We had a special meeting at that time, it was not going to get passed. The Road Department did not have the time or the equipment to do that much work so they had to hire it done. He said there was a motion on the floor did it get seconded? Chairman Sanchez said no there has not been a second. He said I would encourage Madame Commissioner Ducharme if at all possible, to hear the concerns of the County Manager and the Road Department, can we leave the list as it is for now.

Madame Commissioner Ducharme said I see at least two roads that are not as important as this road is, I am talking about an Elementary School that road is used by parents and children every day. I think that Estancia Del Norte and Club House road are not that essential. I would like to see you make a change, and I think Club House is not well-traveled.

County Manager Garland said I do not see why we can't add Heritage Rd to the list but let's not make this a committed list.

Madame Commissioner Ducharme stated that this is not fair, we are committed to Lexco Rd in District 1 and Riley Rd in District 3 and what about people in District 2. Ms. Garland said I am not saying we will be committed to any road. We already have everything ordered for Lexco and Riley Rd, Mr. Lujan has a list and some of these roads are in District 2. I am just saying let's not make a definite list as the roads could change. Mr. Lujan's plan is to get to every chip sealed road in the County.

Madame Commissioner Ducharme stated she thinks it is completely unfair not to commit monies for roads in District 2.

Chairman Sanchez said we have exhausted our attempt to build consensus is there a second to Madame Commissioner Ducharme's motion. Chairman Sanchez said seeing there is not a second to the motion, motion dies. I believe Commissioner Frost wants to make a motion.

ACTION TAKEN: Commissioner Frost makes a motion to give a vote of confidence to Mr. Leonard Lujan, Road Department Foreman to carry on the good work he is doing. Chairman Sanchez seconds the motion. Chairman Sanchez asked for any further discussion.

Madame Commissioner Ducharme said Commissioner Frost that it was not on the agenda.

Danielle Johnston said I am very mindful of the responsibilities of the Superintendent of the Moriarty/Edgewood School District and of the Director of Maintenance. I am certain that Mr. Sullivan and Mr. McLeave would have been in touch with Mr. Lujan or with Ms. Garland had they had a concern about this road. I think for us to speak for the School District without them present we are really outside of our bounds. I know that transportation is near and dear to their hearts and if they felt that stretch of road was dangerous they would have been in contact with you. I would urge you before you vote on anything like that and use the name of the School District you be very Judicious and contact them, I know they take it very seriously.

Michael Goody said the Commission has the right to question any department, they also have the right not to question. I think it is Judicious and correct if she wants to, to question any department. I think the Commissioner has the responsibility of questioning the department when it is appropriate. It is the department's responsibility when they want to change a light bulb. If any commissioner feels there is a problem with any department the Commissioner has a right to question that department.

Nancy Brockman she stated she is from District 2 and she drives on roads in all of the Districts. I don't think we should be looking at that in particular, we need to use the expertise of the Road Department. It is possible for us to call the Road Department and tell them there is a pothole, and they respond. When I moved in there were no chip sealed roads there are now and it is a plus for me. I was amazed at how skimpy our fund for roads was because at the time we only got revenues from non-city gasoline stations within the County which was three. We also need to remember we should try not to drive 45 to 60 miles an hour on any of these side roads.

Chairman Sanchez asked for a vote on the motion, two Commissioners in favor. **MOTION CARRIED**

Madame Commissioner Ducharme asked why did we vote on a motion, it is not on the agenda. Chairman Sanchez said it was the motion supporting Mr. Lujan. Madame Commissioner Ducharme said she would like to thank Mr. Lujan for the work he is doing, it is very important and affects people's lives so thank you.

12. PLANNING & ZONING BOARD INTERVIEW/APPOINTMENT -- STEVE GUETSCHOW, PLANNING & ZONING DIRECTOR

Steve Guetschow, Zoning Director, stated we posted an ad in the newspaper for a vacant position on the Board to replace Jose Torrez who is from District 3. We received one letter in the allotted time, from Ms. Katherine Lynch. She is here today to be interviewed. He said that also in District 1, Marty Hernandez is stepping up from his position from on call to the Planning and Zoning Board, to replace Gail who is moving into Red Maxwell's place on the Board. Another decision you will have to make today is whether you want Ms. Lynch or Mr. Hernandez to serve as the alternate on the Board.

Ms. Katherine Lynch said Good Morning and thank you for the opportunity to serve on the Board and do you have any questions you would like to ask me.

Chairman Sanchez asked what benefits you might bring to the Planning and Zoning Board.

Ms. Lynch replied, I have been a resident of District 3 for ten years and I own property there. I am very much involved in the southern part of the County and Corona. I live very close to Corona, I am active with the school systems, veteran auxiliary and the library. I have also been involved with the emergency response team. I am bilingual. I volunteered during the Dog Head Fire. I have a good sense of what the Communities need. I am in daily interaction with ranchers, farmers and the education system as well as the retiree community of which I am a part of. I worked professionally as an Administrator, a Contract Manager for 35 years in Florida, mostly for County and State Government. I realize that transferring knowledge from Florida to Torrance County is not a one on one thing, but I have been learning a lot in the past ten years. I am always open to learning more. I am a good communicator and listener. Many of you do not know me or have seen me before, but that is because the decisions didn't really reach us, and didn't really impact us. We really did not know all of the things that were going on, all of a sudden there are Wind Turbines coming in that we know nothing about. Solar panels being installed we know nothing about. We want to know more about this and be part of the process that is why I applied for the position.

Commissioner Frost said I know we do not have a Planning and Zoning member from that part of the County. Do you feel that you can represent the rest of the County, the farm and ranch as well as the urban areas? Ms. Lynch responded that she is very familiar with the concerns and I would make myself even more familiar with those concerns. I am pretty familiar with what the ranching community cares about. I would work very hard on being accessible and getting information, I have spent 30 years getting information from people, so I am comfortable in that roll.

ACTION TAKEN: Chairman Sanchez makes the motion to appoint Ms. Katherine Lynch as Planning and Zoning Board to replace Jose Torrez. I also want to appoint Mr. Marty Hernandez as the Alternate. Commissioner Frost seconds the motion. Chairman Sanchez asked if there was any public comment.

Janice Barela, Chief Deputy Treasurer said she speaking as a resident of Torrance County. I have had the privilege of working on a Board with Ms. Lynch and I can tell you she brings and amazing, logical way of thinking. She always asks intricate and detailed questions that goes right to the facts of things. I greatly appreciated that, she cares deeply about everything that she involves herself in. The Board and the County will be well represented by selecting her. No further discussion, all Commissioners if favor. **MOTION CARRIED**

13. RATIFICATION OF INTERIM FIRE CHIEF CONTRACT

Belinda Garland, County Manager presented the contract to the Commission for Ratification. Contract hereto attached. She said it has the amendment that Madame Commissioner Ducharme requested, I just need the ratification of the documents.

ACTION TAKEN: Chairman Sanchez makes the motion to ratify the Interim Fire Chief contract. Madame Commissioner Ducharme seconds the motion. No further discussion, all Commissioners if favor. **MOTION CARRIED**

14. FY18 RURAL PRIMARY HEALTH CARE ACT PROFESSIONAL SERVICE CONTRACT BETWEEN TORRANCE COUNTY AND PRESBYTERIAN MEDICAL SERVICES – ANGIE COBURN, PMS

Belinda Garland, County Manager stated she is requesting that we table this item, we did not get all of the components together before the meeting today.

ACTION TAKEN: Chairman Sanchez makes the motion to table the contract between Torrance County and the Presbyterian Medical Services until the next meeting. Commissioner Frost seconds the motion. No further discussion, all Commissioners if favor. **ITEM TABLED**

1 COUNTY MANAGER REQUESTS/REPORTS:

2.) Update

Belinda Garland, County Manager, presented the Managers report for the past two weeks. Report hereto attached. County Manager read her report. She announced that at the NM Association of Counties Annual Conference we had several employees of the County graduated with certifications. They are Ms. Tracy Sedillo – NM Certified Advocate of Public Ethics; Ms. Victoria Sedillo – NM Certified Public Official and Ms. Amanda Tenorio – NM Certified Public Official, she congratulated all graduates. She also thanked the Managers staff for working so hard on the end of year close out. If you don't know about the close of the Fiscal year for Government agencies it takes a lot of work, hours and diligence.

Chairman Sanchez said I would like to remind the Manager's Office to schedule the EMS committee meeting, and to put the EVSWA workshop on the next agenda.

Madame Commissioner Ducharme said if you look at the report item #4 you will see we will be refunded \$13,800.00. It is a big deal, it is not easy to do. We went to the MRCOG meeting together, after that she spent a lot of time talking to people, asking how to bring more money to the county. I want to commend Ms. Garland for doing that.

Discussion only. **NO ACTION TAKEN**

***PUBLIC COMMENT/REQUEST:**

Chairman Sanchez asked if there were any public comment/request. There were none.

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. 2.2.2.10 J. Entrance Conference and Related Confidentiality Issues: (3) Agency personnel shall not release information to the public relating to the audit until the audit report is released and has become a public record. Agencies subject to the Open Meetings Act (Act) who wish to have a quorum of the governing board present at the entrance conference will have to schedule the entrance conference during a closed meeting in compliance with the Act, in order to avoid disclosing audit information that is not yet public record, in a public meeting.

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

ACTION TAKEN: Chairman Sanchez makes a motion to go into Executive Session. Commissioner Frost seconds the motion. Chairman Sanchez asks for a roll call vote. **ROLL CALL VOTE: District 1: Yes. District 2: Yes. District 3: Yes. MOTION CARRIED.**

Entered into Executive Session at 11:34 am

***Reconvene from Executive Session:**

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

Reconvene from Executive Session at 12:19 pm

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

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

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

ADJOURNMENT

ACTION TAKEN: Chairman Sanchez makes a motion to adjourn the June 28, 2017 Regular Commission Meeting. Madame Commissioner Ducharme seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

Meeting adjourned at 12:20 pm

Chairman Javier Sanchez

Linda Kayser, Chief Deputy Clerk

Date

The video of this meeting can be viewed in its entirety on the Torrance County NM website. Audio discs of this meeting can be purchased in the Torrance County Clerk's office and the audio of this meeting will be aired on our local radio station KXNM.



Consent Agenda

TOTAL CHECKS PRINTED 22

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 16,955.73 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 07/06/2017. 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 I. Sedillo

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CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMT
01 0	100644	CABBER, MAX	PLANNING & ZONING BOARD MEETING	401-08-2205	17617	07/06/2017		61.00
			JULY 5, 2017					
	07/06/2017							

PLANNING & ZONING 61.00								
01 0	100645	DE IAGE LANDEN FINANCIAL	SERVICOPRTER LEASE 6/15/17-7/14/17	401-50-2218	37617	07/06/2017		299.08
			INVOICE # 55014097					
	07/06/2017							

COUNTY SHERIFF 299.08								
01 0	100646	EMW GAS ASSOCIATION	TC FAIR BOARD MONTHLY GAS BILL	412-53-2209	47617	07/06/2017		27.00
			CLERK MONTHLY NATURAL GAS BILL	612-20-2308		/ /		24.00
	1171.47		SENIOR CENTER MONTHLY GAS BILL	401-05-2209		/ /		170.00
			COURTHOUSE MONTHLY BILL	401-15-2209		/ /		715.00
	07/06/2017		JUDICIAL MONTHLY BILL	401-16-2209		/ /		165.00
			MEDICAL CENTER MONTHLY BILL	401-24-2209		/ /		69.00

COUNTY FAIR 27.01								
ADMINISTRATIVE OFFICES 715.73								
01 0	100647	ESTANCIA, TOWN OF	COURTHOUSE MONTHLY WATER BILL	401-15-2210	57617	07/06/2017		173.00
			JUDICIAL MONTHLY BILL	401-16-2210		/ /		230.00
	513.77		SENIOR CENTER MONTHLY BILL	401-05-2210		/ /		109.00
	07/06/2017							

ADMINISTRATIVE OFFICES 173.71								
JUDICIAL COMPLEX MAINT 230.93								
01 0	100648	EYE ASSOCIATES OF NM	INMATE MEDICAL	420-70-2173	67617	07/06/2017		474.00
			53017 C.H.					
	474.00		42817 D.S.					
	07/06/2017							

ADULT INMATE CARE 474.00								
PLANNING & ZONING BOARD MEETING 401-08-2205								
01 0	100649	GRAHAM, RON	PLANNING & ZONING BOARD MEETING	401-08-2205	77617	07/06/2017		61.00
			JULY 5, 2017					
	61.00							
	07/06/2017							

PLANNING & ZONING 61.00								
01 0	100650	GUSTIN HARDWARE INC.	ELECTRICAL/PLUMBING/ROOFING	401-15-2215	87617	07/06/2017		369.00
			AND HARDWARE SUPPLIES FOR					31132
	369.79		BUILDING MAINTENANCE					31132
	07/06/2017		JUNE 2017					31132

ADMINISTRATIVE OFFICES 369.79								
PLANNING & ZONING BOARD MEETING 401-08-2205								
01 0	100651	HERNANDEZ, WARTY SANCHEZ	PLANNING & ZONING BOARD MEETING	401-08-2205	97617	07/06/2017		61.00
			JULY 5, 2017					
	61.00							
	07/06/2017							

PLANNING & ZONING 61.00								
UNDERWRITING FEE 401-05-2243								
01 0	100652	KXNM-FM 88.7	JULY 2017 COMMISSION MEETINGS	401-05-2243	107617	07/06/2017		1250.00
			AND PSA'S					
	1250.00		INVOICE # 2017-7047					
	07/06/2017							

COUNTY COMMISSION 1250.00								
---------------------------	--	--	--	--	--	--	--	--

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMT
01 0	100653	LANGELL, GAIL	PLANNING & ZONING BOARD MEETING	401-08-2205	117617	07/06/2017		61.00
	07/06/2017		JULY 5, 2017					
=====								
PLANNING & ZONING				61.00				
01 0 100654				LARSON, BILL				
	07/06/2017		PLANNING & ZONING BOARD MEETING	401-08-2205	127617	07/06/2017		61.00
			JULY 5, 2017					
=====								
PLANNING & ZONING				61.00				
01 0 100655				LYNCH, CATHERINE				
	07/06/2017		PLANNING & ZONING BOARD MEETING	401-08-2205	137617	07/06/2017		61.00
			JULY 5, 2017					
=====								
PLANNING & ZONING				61.00				
01 0 100656				MARLIN BUSINESS BANK				
	07/06/2017		BIZHUB COPIER CONTRACT	911-80-2203	147617	07/06/2017		256.00
			INVOICE # 15085661					
=====								
911-DISPATCH CENTER				256.51				
01 0 100657				MOUNTAINAIR, TOWN OF				
	07/06/2017		MOUNTAINAIR SENIOR CENTER	401-05-2210	157617	07/06/2017		81.00
			MONTHLY WATER/GAS BILL	401-05-2209				12.00
=====								
COUNTY COMMISSION				210.85				
01 0 100658				NM ASSOCIATION OF ASSESSING OFFEM/AAO 2017-18 ANNUAL MEMBERSHIP	610-40-2269	167617	07/06/2017	10.00
	07/06/2017		DUES, ASSESSOR'S AFFILIATE					
=====								
COUNTY ASSESSOR				100.00				
01 0 100659				NMAC FINANCE & PURCHASING AFFILIATE	401-27-2269	177617	07/06/2017	1.00
	07/06/2017		DUES, I. OLIVAS					
=====								
PURCHASING DEPARTMENT				25.00				
01 0 100660				NMAC RISK MANAGEMENT AFFILIATE	600-06-2269	187617	07/06/2017	1.00
	07/06/2017		AFFILIATE DUES JULY 17-JUNE 18					
			AFFILIATE MEETING FEE'S					
=====								
RISK MANAGEMENT				75.00				
01 0 100661				NTS COMMUNICATIONS	401-10-2207	197617	07/06/2017	1.00
	07/06/2017		LONG DISTANCES FAXES	612-20-2207				1.00
				401-30-2207				1.00
				401-40-2207				1.00
				401-50-2207				1.00
=====								
COUNTY MANAGER				1.60				
COUNTY ASSESSOR				1.60				
01 0 100662				WEST CORPORATION	401-50-2207	21617	07/06/2017	1.60
	07/06/2017		SHERIFF MONTHLY BILL JUNE 2017	401-20-2207				1.60
			CLERK MONTHLY FAX LINE	401-10-2207				1.60
			MANAGER MONTHLY FAX LINE					1.60

Date: 7/06/17 12:04:53 (CHECK60)

CR# DATE Name

CHECK LISTING CHECKS PRINTED JULY 6, 2017
Description Line Item
SENIOR CENTER'S MONTHLY BILL 401-05-2207

Page: 3
Invoice # DATE PO # AMOUNT
/ / / /

COUNTY SHERIFF 101.78 COUNTY CLERK 54.80 COUNTY MANAGER 189.75
COUNTY COMMISSION 354.01
01 0 100663 RICOH USA, INC LEASE PAYMENT & IMAGES 612-20-2203 207617 07/06/2017 299.09
299.09 INVOICE # 99008647

COUNTY CLERK 299.09
01 0 100664 U.S. POSTMASTER YEARLY RENT FOR PO BOX767 401-20-2269 217617 07/06/2017 116.00
116.00

COUNTY CLERK 116.00
01 0 100665 WALLIN HUSS & MENDEZ LLC LEGAL SERVICES - JUNE 2017 401-05-2275 10173.
10720.83 INVOICE # 8101-FILIPPI 401-05-2275 436.
07/06/2017 INVOICE # 8053-GENERAL BUSINESS 401-05-2273
INVOICE # 8102-IBERDROLA

COUNTY COMMISSION 10720.83
22 16955.73 / / TOTAL

** GRAND TOTAL ** 16,955.73 .00

**TOTAL GENERAL FUND 15,698.52 .00

**DEPT COUNTY COMMISSION 12,814.99 .00

401-05-2207 TELECOMMUNICATIONS 354.01 .00

401-05-2209 HEATING/GAS/PROPANE 295.17 .00

401-05-2210 WATER/SEWER/TRASH 194.98 .00

401-05-2243 KXNM COMMUNITY FOUNDATION 501C3 1,250.00 .00

401-05-2273 IRB LEGAL SERVICES 436.13 .00

401-05-2275 LEGAL SERVICES 10,284.70 .00

**DEPT PLANNING & ZONING 366.00 .00

401-08-2205 MILEAGE/PER DIEM 366.00 .00

**DEPT COUNTY MANAGER 191.35 .00

401-10-2207 TELECOMMUNICATIONS 191.35 .00

**DEPT ADMINISTRATIVE OFFICES MAINTENAN 1,259.23 .00

401-15-2209 HEATING/GAS/PROPANE 715.73 .00

401-15-2210 WATER/SEWER/TRASH 173.71 .00

401-15-2215 BUILDING MAINTENANCE/REPAIR 369.79 .00

**DEPT JUDICIAL COMPLEX MAINTENANCE 396.25 .00

401-16-2209 HEATING/GAS/PROPANE 165.32 .00

401-16-2210 WATER/SEWER/TRASH 230.93 .00

**DEPT COUNTY CLERK 170.80 .00

401-20-2207 TELECOMMUNICATIONS 54.80 .00

401-20-2269 MEMBERSHIP DUES/SUBSCRIPTIONS 116.00 .00

**DEPT HEALTH DEPT BLDG MAINTENANCE 69.24 .00

401-24-2209 HEATING/GAS/PROPANE 69.24 .00

**DEPT PURCHASING DEPARTMENT 25.00 .00

401-27-2269 MEMBERSHIP DUES/SUBSCRIPTIONS 25.00 .00

**DEPT COUNTY TREASURER 1.60 .00

401-30-2207 TELECOMMUNICATIONS 1.60 .00

**DEPT COUNTY ASSESSOR 1.60 .00

401-40-2207 TELECOMMUNICATIONS 1.60 .00

**DEPT COUNTY SHERIFF 402.46 .00

401-50-2207 TELECOMMUNICATIONS 103.38 .00

401-50-2218 EQUIPMENT MAINTENANCE/REPAIR 299.08 .00

**TOTAL COUNTY PAIR 27.01 .00

**DEPT COUNTY PAIR 27.01 .00

412-53-2209 HEATING/GAS/PROPANE 27.01 .00

**TOTAL JAIL FUND 474.00 .00

**DEPT ADULT INMATE CARE 474.00 .00

420-70-2173 INMATE MEDICAL 474.00 .00

**TOTAL SAFETY PROGRAM 75.00 .00

**DEPT RISK MANAGEMENT 75.00 .00

Account Number	Description	Debits	Credits
600-06-2269	MEMBERSHIP DUES/SUBSCRIPTIONS	75.00	.00
**TOTAL	PROPERTY VALUATION FUND	100.00	.00
**DEPT	COUNTY ASSESSOR	100.00	.00
610-40-2269	MEMBERSHIP DUES/SUBSCRIPTIONS	100.00	.00
**TOTAL	CLERK'S EQUIPMENT FUND	324.69	.00
**DEPT	COUNTY CLERK	324.69	.00
612-20-2203	MAINTENANCE CONTRACTS	299.09	.00
612-20-2207	TELECOMMUNICATIONS	1.60	.00
612-20-2308	VOTING MACHINE STORAGE	24.00	.00
**TOTAL	EMERGENCY-911 FUND	256.51	.00
**DEPT	911-DISPATCH CENTER	256.51	.00
911-80-2203	MAINTENANCE CONTRACTS	256.51	.00
BANK01	WELLS FARGO	16,955.73	.00
** BANK TOTALS **		16,955.73	.00

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

TOTAL CHECKS PRINTED 2

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 571.20 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 07/03/2017. WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATES 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.

ATTEST BY

SIGNED

----- 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 -----

12/16

Date: 7/06/17 10:21:28 (CHECK60)

CHECK LISTING CHECKS PRINTED JULY 3, 2017

Page: 1

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
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01 R	100642	HOOVER, JAMES	EXTRADITION ON INMATE; TRANSPORT	420-74-2205	27317	07/03/2017		285.60
	285.60							
	07/03/2017							

TRANSPORTATION OF PRIS 285.60

01 R	100643	SPRUNK, MARTY	EXTRADITION ON INMATE; TRANSPORT	420-74-2205	17317	07/03/2017		285.60
	285.60							
	07/03/2017							

TRANSPORTATION OF PRIS 285.60

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2	571.20	/	/	TOTAL				
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*****		DEBITS	CREDITS
** GRAND TOTAL **		571.20	.00
**TOTAL	JAIL FUND	571.20	.00
**DEPT	TRANSPORTATION OF PRISONERS	571.20	.00
420-74-2205	MILEAGE/PER DIEM	571.20	.00
BANK01	WELLS FARGO	571.20	.00
** BANK TOTALS **			

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

TOTAL CHECKS PRINTED 104

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 249,055.19 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 06/29/2017 . 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.

ATTEST BY

SIGNED

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

197

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amo
01 O 100536	06/29/2017	AIRGAS USA LLC	CYLINDER RENTAL FEE	405-91-2230	162817	06/28/2017		117.7
			MAX-2017					
			INVOICE # 9945394271					
			CYLINDER RENTAL FEE	408-91-2230	262817	06/28/2017		136.1
			MAY, 2017					
			INVOICE # 9945469405					
			9-OXYGEN USPDA	405-91-2230	362817	06/28/2017		86.7
			1-OXYGEN USP 125	406-91-2230	/	/		86.7
			1-OXYGEN USP 200	408-91-2230	/	/		86.7

STATE FIRE ALLOTMENT 514.22

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amo
01 O 100537	06/29/2017	AMBITIONS TECHNOLOGY GROUP LLC	RETAINER FOR ESTIMATED IT INFORMATION GATHERING	401-05-2272	462817	06/28/2017		643.4
			INVOICE # 6198					

COUNTY COMMISSION 643.88

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amo
01 O 100538	06/29/2017	APPLE MOUNTAIN PRINTS	4 - SIGN STANDS (CAST IRON 14" BASE 48")	401-21-2221	562817	06/28/2017		896.00
			8 - 8X12 VINYL SIGNS ON YELLOW COROPLAST					
			INVOICE # 731					

ELECTIONS 896.00

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amo
01 O 100539	06/29/2017	ARAGON, JULIANITA	MILEAGE REIMBURSEMENT FOR JUNE, 2017 HOME VISITS	629-52-2205	662817	06/28/2017		59.40

HOME VISITING GRANT FY 59.40

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amo
01 O 100540	06/29/2017	ARTESIA FIRE EQUIPMENT INC	3 - LION V-FORCE COAT W/C7 TRADITIONAL LINER	407-91-2248	762817	06/28/2017		9678.65
			3 - LION V-FORCE LUMBAR PANT W/C7 TRADITIONAL LINER					
			3 - CAIRNS TRADITIONAL HELMMENT 2/4" TUFFSHIELD					
			3 - CREW BOSS 6.0 OZ YELLOW NOMEX III BRUSH COAT					
			3 - CREW BOSS 6.0 OZ NOMEX BRUSH PANTS					
			3 - SHELBY TAN/BLACK PIGSKIN WILDSKIN GLOVES					

COUNTY OF BERNALILLO FIRE DEPT. FIRE EQUIPMENT CONTRACT NO. RFB 0045-13-CS INVOICE # 58381

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amo
01 O 100541	06/29/2017	ATLANTIC TACTICAL INC.	1 - TRIJICON ADVANCED COMBAT OPTICAL GUNSIGHT	401-50-2231	862817	06/28/2017		1322.99
			2 - BLACKHAWK TACTICAL SERPA HOLSTER					
			INVOICE # SI-80588074					

STATE FIRE ALLOTMENT 9678.65

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amo
01 O 100541	06/29/2017	ATLANTIC TACTICAL INC.	1 - TRIJICON ADVANCED COMBAT OPTICAL GUNSIGHT	401-50-2231	862817	06/28/2017		1322.99
			2 - BLACKHAWK TACTICAL SERPA HOLSTER					
			INVOICE # SI-80588074					

COUNTY SHERIFF 1322.99

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amo
01 O 100542	06/29/2017	AUTOZONE INC.	BATTERIES, WIPER BLADES, WASHER	401-50-2201	962817	06/28/2017		446.00

CR# DATE Name Description Line Item Invoice # DATE PO # Amount

01 0 100550 CHIEF SUPPLY 407-91-2248 31.83
 1055.29
 06/29/2017
 CLERK MONTHLY BILL 401-21-2308 / /
 TC ANIMAL SHELTER MONTHLY BILL 401-82-2208 / /
 DIST.3 VFD MONTHLY BILL 408-91-2208 / /
 DIST.1 VFD MONTHLY BILL 406-91-2208 / /
 DIST.1 VFD MONTHLY BILL 407-91-2208 / /
 DIST.4 VFD MONTHLY BILL 409-91-2208 / /
 DIST.6 VFD MONTHLY BILL 418-91-2208 / /
 DIST. 5 VFD MONTHLY BILL 405-91-2208 / /
 DISPATCH MONTHLY BILL 911-80-2208 / /
 DISPATCH MONTHLY BILL 911-80-2208 / /
 TCRB MONTHLY BILL 412-53-2208 / /

STATE FIRE ALLOTMENT 987.75 ADMINISTRATIVE OFFICERS 2809.89 HEALTH DEPT BLDG MAINT 168.67
 JUDICIAL COMPLEX MAINT 2757.22 COUNTY COMMISSION 1191.60 911-DISPATCH CENTER 1266.38
 ELECTIONS 31.83 ANIMAL SHELTER 250.64 COUNTY FAIR 242.43

01 0 100550 CHIEF SUPPLY 407-91-2248 31.83
 1055.29
 06/29/2017
 2 - SUCTION HOSE PVC 3"X8" 407-91-2248 31.85
 1 - 1" NOZZLE GPM W/COMPOSITE 31.65
 BAIL HANDLE AND PISTOL 31.65
 6 - STICKLY BLOCK HEAD 31.65
 IMMOBILIZERS 31.65
 2 - BLACK NITRILE EXAM GLOVES 31.65
 (BOX) MEDIUM 31.65
 2 - BLACK NITRILE EXAM GLOVES 31.65
 (BOX) XL 31.65
 FRETIGHT
 INVOICE # 159737/161956

STATE FIRE ALLOTMENT 1055.29
 01 0 100551 COMPUTER CORNER INC 605-13-2219 31.157
 1293.67
 06/29/2017
 LAPTOP W/MICROSOFT OFFICE
 INVOICE # 155492
 HDMT TO VGA ADAPTER CONVERTER 401-10-2219 31.159
 FOR DESKTOP - B. GARLAND
 INVOICE # 155474

DWI DISTRIBUTION GRANT 1263.98 COUNTY MANAGER 29.69
 01 0 100552 CORRECTIONS CORP. OF AMERICA INMATE COST 420-70-2172 2462817 06/28/2017 69329.00
 69522.15 INMATE MEDICAL 420-70-2173 / / 193.15
 06/29/2017 INVOICE # MAY-2017

ADULT INMATE CARE 69522.15
 01 0 100553 CORRECTIONS CORPORATION OF AMERICA INMATE COST 825-70-2172 2362817 06/28/2017 808.68
 808.68 ICE HOUSING
 INVOICE # ICE 5-2017

ADULT INMATE CARE 808.68
 01 0 100554 DE IAGE LANDEN FINANCIAL SERVICE/TAX, INSURANCE, TAX 401-50-2218 2562817 06/28/2017 285.25
 285.25 INVOICE # 54634719

COUNTY SHERIFF 285.25
 01 0 100555 DIRKS, DONALD R CONTRACTUAL CONSULTANT SERVICES 401-05-2272 2662817 06/28/2017 1920.00
 1920.00 6/10/2017-6/23/2017
 INTERIM FIRE CHIEF
 INVOICE # IC-004

CK# DATE Name Description Line Item Invoice # DATE PO # AMOUNT

COUNTY COMMISSION 1920.00
 01 O 100556 DOCUMENT SOLUTIONS INC MONTHLY COPIER MAINTENANCE 911-80-2203 2862817 06/28/2017 56.2
 56.27 WITH SUPPLIES (JUNE)
 06/29/2017 INVOICE # IN63820

911-DISPATCH CENTER 56.27
 01 O 100557 DT AUTOMOTIVE 420-74-2201 2962817 06/28/2017 31210 460.0
 4628.00 FUEL PUMP
 06/29/2017 UNDERSHERIFF RIVERA DODGE
 VERBAL APPROVAL BY L. OLIVAS
 1319 ON 6/19/2017 TMP-170621
 TMP1706211
 VEHICLE MAINTENANCE 401-50-2201 3062817 06/28/2017 30907 265.0
 OIL CHANGES, TIRE FIXES, 420-74-2201 30907 30907
 ROTATIONS, AIR FILTERS 30907 30907
 JUNE 2017 3162817 06/28/2017 31201 688.0
 4 TIRES, MOUNT AND BALANCE 401-50-2201 31201 31201
 GUTTERREZ DODGE
 VERBAL APPROVAL BY L. OLIVAS
 0950 ON 6/19/2017 TMP-170616
 TMP1706161
 2 TIRES, MOUNT AND BALANCE 401-50-2201 3262817 06/28/2017 31200 344.0
 WATTS DODGE
 VERBAL APPROVAL BY L. OLIVAS
 950 ON 6/19/2017 TMP-170617
 INVOICE # TMP1706171
 VEHICLE MAINTENANCE 401-50-2201 3362817 06/28/2017 30906 615.0
 OIL CHANGES, TIRE FIXES, 420-74-2201 30906 30906
 ROTATIONS, AIR FILTERS 30906 30906
 MAY 2017 3462817 06/28/2017 31183 688.0
 4 TIRES, MOUNT, AND BALANCE 401-50-2201 31183 31183
 BALLARD CHEVY
 VERBAL APPROVAL BY L. OLIVAS
 1721 ON 5/30/2017 TMP-170521
 INVOICE # 311831 401-50-2201 3562817 06/28/2017 31182 688.0
 4 TIRES, MOUNT, AND BALANCE 401-50-2201 31182 31182
 FORMENTO DODGE
 VERBAL APPROVAL BY L. OLIVAS
 1721 ON 5/30/2017 TMP-170522
 INVOICE # 311821 31182 31182

TRANSPORTATION OF PRIS 1340.00 COUNTY SHERIFF 3288.00
 01 O 100558 EAST TORRANCE SOIL & WATER RECORDER AGENT FEE FOR 650-71-2272 3662817 06/28/2017 4887
 4887.45 JULY, 2016-MAY, 2017
 06/29/2017 SUPPLIES FOR MEETINGS FOR THE FY
 INVOICE # 5/24/2017

WATER BOARD 4887.45
 01 O 100559 ESPINOSA-MOORE, BERTHA MILEAGE REIMBURSEMENT FOR 629-52-2205 3862817 06/28/2017 51
 51.75 MAY-JUNE 2017 HOME VISITS
 06/29/2017

HOME VISITING GRANT FY 51.75
 01 O 100560 GARLAND, BELINDA PER DIEM FOR NM EDGE/NMAC 401-10-2205 3962817 06/28/2017 490
 490.37 ANNUAL CONFERENCE, TAOS NM

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
06/29/2017			JUNE 19-23, 2017					

COUNTY MANAGER								
								490.37
01 O	100561	GASTELUM, RUBEN	RETURN PER DIEM FOR	675-07-2205	4062817	06/28/2017		72.00
			NM EDGE/NMAC ANNUAL CONFERENCE					
			TAOS, NM JUNE 19-23, 2017					
	06/29/2017							

RURAL ADDRESSING								
								72.00
01 O	100562	GUSTIN ELECTRIC	RE-LAMP OUTDOOR LIGHTS AT	620-94-2215	4162817	06/28/2017		31139
			JUDICIAL					
			INVOICE # 4347					
	06/29/2017							

INFRASTRUCTURE GROSS R 4700.00								
01 O	100563	HART'S TRUSTWORTHY HARDWARE	NUTS, BOLTS, SCREWS, KEYS, LOCKS	401-50-2218	4262817	06/28/2017		30512
			HARDWARE FOR S.O.					30512
			JUNE 2017					30512
	06/29/2017							

COUNTY SHERIFF								
								252.48
01 O	100564	HART'S TRUSTWORTHY HARDWARE	2 - LED STRIP LIGHTS	401-50-2218	4362817	06/28/2017		31130
			TCSO COMMAND POST					31130
			INVOICE # B224190					
	06/29/2017							

COUNTY SHERIFF								
								240.00
01 O	100565	HART'S TRUSTWORTHY HARDWARE	NUTS, BOLTS, SCREWS, KEYS, LOCKS	401-50-2218	4462817	06/28/2017		30511
			HARDWARE FOR S.O.					30511
			MAY 2017					30511
	06/29/2017							

COUNTY SHERIFF								
								328.38
01 O	100566	HENRY SCHEIN MATRX MEDICAL	3 - G3 RESPONDER PACK RED	415-33-2344	4562817	06/28/2017		31199
			6 - G3 FIRST AID CIRCULATORY KIT					31199
			RED					31199
			3 - QUICK ROLL INTUBATION KIT					31199
			3 - G3 PHARMACY KIT PACK					31199
			6 - CASES MEGA MOVER TRANSPORT					31199
			CHAIR					31199
			VERBAL APPROVAL BY L. OLIVAS					31199
			1449 ON 6/13/2017 TWP-170611					31199
	06/29/2017							

EMS ALLOTMENT								
								1919.60
01 O	100567	HERNANDEZ, KATHRYN	RETURN PER DIEM FOR NM	401-55-2205	4662817	06/28/2017		105.88
			EDGE/NMAC ANNUAL CONFERENCE					
			TAOS NM, JUNE 18-23, 2017					
	06/29/2017							

FINANCE DEPARTMENT								
								105.88
01 O	100568	HUGHER STANDARDS AUTOMOTIVE	FTX SEATBELT ON VAN	401-82-2201	4762817	06/28/2017		31202
			ISSUES ON TRUCK					31202
			VERBAL APPROVAL BY L. OLIVAS					31202
			1024 ON 6/20/2017 TWP-170624					31202
			INVOICE # 482					
	06/29/2017							

ANIMAL SHELTER								
								129.23
01 O	100568	HUGHER STANDARDS AUTOMOTIVE	FTX SEATBELT ON VAN	401-82-2201	4762817	06/28/2017		31202
			ISSUES ON TRUCK					31202
			VERBAL APPROVAL BY L. OLIVAS					31202
			1024 ON 6/20/2017 TWP-170624					31202
			INVOICE # 482					
	06/29/2017							

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMOUNT
01 O	100569	HON COMPANY, LLC	6 - ENDORSE WORK MID-BACK	610-40-2219	4862817	06/28/2017	31080	2493.77
	3453.72		HMM.Y2.A.H.IM.NT10.SB.N				31080	
			6 AP 309.27 IS 1,855.62				31080	
	06/29/2017		2 - IGNITION WK MID-BACK PNEU				31080	
			TILT TEN SYNCH TILT BACK HT				31080	
			ADJ				31080	
			2 AT 276.12 IS 552.24				31080	
			PRODUCT SUBTOTAL IS 2,407.86				31080	
			8 - INSTALLATION				31080	
			8 AT 10 IS 80.00				31080	
			1 - MANDATORY TAX ON LABOR				31080	
			IS 5.85				31080	
			GRAND TOTAL IS 2,493.71				31063	639.66
			INVOICE # 717800				31063	320.00
			3 - ENDORSE WORK MID-BACK				31063	
			HMM.Y2.A.H.IM.NT10.SB.N				31063	
			3 AT 309.27 IS 927.81				31063	
			PRODUCT SUBTOTAL IS 927.81				31063	
			3 - INSTALLATION				31063	
			3 AT 10 IS 30.00				31063	
			1 - MANDATORY TAX ON LABOR				31063	
			IS 2.20				31063	
			GRAND TOTAL IS 960.01				31063	
			INVOICE # 717799				31063	

COUNTY ASSESSOR	2493.71	COUNTY MANAGER	639.64	FINANCE DEPARTMENT	320.37			
01 O	100570	HONSTEIN OIL CO.	P&Z FUEL JUNE, 2017	685-08-2202	5062817	06/28/2017	205	26
	22910.18		P&Z FUEL	401-08-2202		/ /	1032	11135
	06/29/2017		SHERIFF FUEL 5/16/17-5/31/2017	401-50-2201		/ /	441	26
			ROAD MONTHLY FUEL MAY, 2017	402-60-2202		/ /	203	322
			SHERIFF FUEL 5/1/17-5/15/17	401-50-2201		/ /	203	21
			ELECT. MONITORING FUEL JUNE, 2017	420-73-2202		/ /	9499	
			TC ANIMAL SHELTER	401-82-2202		/ /		
			ROAD OIL/FUEL FILTERS, FID 6/2017	402-60-2201		/ /		
			ROAD MONTHLY FUEL, JUNE, 2017	402-60-2202		/ /		
			ASSESSOR FUEL, -6/15/2017	610-40-2202		/ /		

PLANNING & ZONING	231.92	COUNTY SHERIFF	1473.44	COUNTY ROAD DEPARTMENT	20953.51			
COMMUNITY MONITORING	26.47	ANIMAL SHELTER	203.40 <td>COUNTY ASSESSOR</td> <td>21.44</td>	COUNTY ASSESSOR	21.44			
01 O	100571	HYDRO RESOLUTIONS LLC	CONTRACT LABOR/MAY BILLING	650-71-2272	3762817	06/28/2017	511.18	6
	5112.54		MEETING					
	06/29/2017		INVOICE # 17-05-01					

WATER BOARD	5112.54	COUNTY SHERIFF	1473.44	COUNTY ROAD DEPARTMENT	20953.51			
01 O	100572	INDEPENDENT DRUG TESTING	DRUG TEST CONFIRMATIONS-FEB	420-73-2272	5162817	06/28/2017	187	6
	1890.85		DRUG TEST CONFIRMATIONS-MAY					
	06/29/2017		INVOICE # 4103/4191	420-73-2272	5262817	06/28/2017	187	6
			DRUG TEST-URINE					
			DRUG TEST-ORAL					
			ETG-INDIVIDUAL-ALCOHOL					
			INVOICE # 4103/4191					

COMMUNITY MONITORING	1890.85	INDEPENDENT NEWS LLC	1/2 PAGE AD FOR STARS & STRIPES	605-09-2221	5362817	06/28/2017	31148	2
01 O	100573		INVOICE # 77466					
	294.47							

CK# DATE Name Description Line Item PO # Amount

TRANSPORTATION OF PRIS 198.82 COUNTY ROAD SHOP 294.06 6462817 06/28/2017 31209 218.96
 01 O 100582 MORIARTY, CITY OF UNDERAGE DRINKING ENFORCEMENT 605-09-2272
 218.96 MORIARTY HIGH SCHOOL PROM APRIL 1, 2017

HIGH LONESOME WIND PTL 218.96
 01 O 100583 MOUNTAIN VIEW TELEGRAPH EMPLOYMENT AD 401-08-2221 6562817 06/28/2017 31209 48.48
 48.48 CLERICAL ASSISTANT 31209
 06/29/2017 VERBAL APPROVAL BY I. OLIVAS 925 ON 6/20/2017 TMP-170623 31209
 INVOICE # 1358290

PLANNING & ZONING 48.48
 01 V 100584 MOUNTAIN VIEW TELEGRAPH MAY SCRAP TIRE AD 685-08-2221 6662817 06/28/2017 31195 347.5
 427.18 REMAINDER OF MAY SCRAP TIRE AD 401-08-2221 / / 79.6
 06/29/2017 INVOICE # 10001349101-0511

PLANNING & ZONING 427.18
 01 O 100585 MOUNTAIN VIEW TELEGRAPH 2 - PUBLIC HEARING ILLEGAL TRANSPORT & DELAPIDATED HOME 401-08-2221 6862817 06/28/2017 31195 56.0
 84.34 ORDINANCES 2 EDITION RUN 6/14/, 6/28
 06/29/2017 VERBAL APPROVAL BY I. OLIVAS
 1418 ON 6/8/2017 TMP-170607
 PUBLIC HEARING - KEERS RENEWAL 401-08-2221 / /
 2 - EDITION RUN 6/15, 6/29
 VERBAL APPROVAL BY I. OLIVAS
 0600 ON 6/8/2017 TMP-170604
 INVOICE # 1356019/1355298

PLANNING & ZONING 84.34
 01 O 100586 MYTHICS, INC 1 - ORACLE STANDARD EDITION 610-40-2228 6962817 06/28/2017 31190 293.
 293.26 ANNUAL BILLING
 MYTHICS QUOTE# TC 3579126 FY17
 THIS ORDER IS PLACED PURSUANT TO
 THE TERMS AND CONDITIONS OF TCPN
 CONTRACT #R141801
 INVOICE # 84667

COUNTY ASSESSOR 293.26
 01 O 100587 NEVE'S UNIFORMS INC. CLASS A PANTS, CLASS A SHIRT, 401-50-2236 7062817 06/28/2017 30258 289
 609.81 CLASS B PANTS, CLASS B SHIRT 30258
 06/29/2017 CONKLIN 3 - WOMENS BLACK TACTITE EMS 406-91-2248 7162817 06/28/2017 31047 319
 PANT 31047
 1 - WOMENS ATAC 8" STDE ZIP BOOT 31047
 1 - TACTICAL BELT 31047
 INVOICE # AB-123736 31047

COUNTY SHERIFF 289.86 STATE FIRE ALLOTMENT 319.95

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CR# 01 O 100588 NEW MEXICO APPARATUS LLC ENGINE 3-2 418-91-2201 Invoice # DATE PO # AMOUNT
 1160.16 2-BATTERIES, TS NO START, TS LEAK 7262817 06/28/2017 31198 1160.16
 06/29/2017 INVOICE # 91988 31198

STATE FIRE ALLOTMENT 1160.16
 01 O 100589 NEW MEXICO PROPANE FILL 500 LPG TANK ON CAPITALA 911-80-2209 7362817 06/28/2017 31198 659.08
 06/29/2017 PEAK VERBAL APPROVAL BY L. OLIVAS 1033 ON 6/13/2017 TMP-170609 INVOICE # 3066190578 31198

911-DISPATCH CENTER 659.08
 01 O 100590 NEXTIVA INC ASSESSOR 6/17/17-7/17/17 BILL 610-40-2207 6762817 06/28/2017 342.55
 1909.49 CLERK MONTHLY BILL 401-20-2207 184.4
 06/29/2017 MANAGER MONTHLY BILL 401-10-2207 79.05
 FINANCE MONTHLY BILL 401-55-2207 52.
 MAINT. MONTHLY BILL 401-15-2207 26.
 PURCHASING MONTHLY BILL 401-27-2207 52.
 COMMISSION MONTHLY BILL 401-05-2207 26.
 P&Z MONTHLY BILL 401-08-2207 52.
 CODE ENFORCEMENT 685-08-2207 26.
 DMT MONTHLY BILL 605-22-2207 52.
 IT MONTHLY BILL 401-65-2207 26.
 ROAD MONTHLY BILL 402-60-2207 26.
 PROBATE MONTHLY BILL 401-90-2207 26.
 RA MONTHLY BILL 675-07-2207 275.
 SHERIFF MONTHLY BILL 401-50-2207 210.
 COMM. MONITORING 420-73-2207 26.
 TREASURER MONTHLY BILL 401-30-2207 52.
 TCPO MONTHLY BILL 690-86-2207 26.
 TCPO MONTHLY BILL 629-52-2207 52.
 TCPO MONTHLY BILL 819-47-2207 105.
 EXTENSION MONTHLY BILL 401-05-2207 26.
 CIVIL DEFENSE 604-83-2207 26

COUNTY ASSESSOR 342.55 COUNTY CLERK 184.45 COUNTY MANAGER 131.75
 FINANCE DEPARTMENT 79.05 ADMINISTRATIVE OFFICERS 52.70 PURCHASING DEPARTMENT 26.35
 COUNTY COMMISSION 158.14 PLANNING & ZONING 79.05 DMT LOCAL GRANT FY17 52.70
 INFORMATION TECHNOLOGY 26.35 COUNTY ROAD DEPARTMENT 52.70 PROBATE JUDGE 26.35
 RURAL ADDRESSING 26.35 COUNTY SHERIFF 275.75 COMMUNITY MONITORING 26.35
 COUNTY TREASURER 210.80 DY GRANT FY16 52.70 HOME VISITING GRANT FY 26.35
 NMPCA GRANT FY17 52.70 COMMUNICATIONS/SMS TAX 26.35
 01 O 100591 OFFICE DEPOT INC. 3 - BLACK AND TRI-COLOR INK 635-09-2219 7462817 06/28/2017 31140 50
 508.41 CARTRIDGES
 4 - GEL PENS
 2 - SHEET PROTECTORS
 6 - 1" BINDERS
 6 - 1.5" BINDERS
 2 - SHARPIE MARKERS FINE POINT
 4 - SHARPIE MARKERS ULTRA FINE
 2 - SHARPIE MARKER
 2 - 4GB FLASH DRIVE
 1 - CRAYOLA MARKERS 80/PK
 1 - POP UP FLAG NOTES WITH DISPENSER
 4 - PACKS POP UP NOTES
 2 - PACKS PAGE FLAGS

CK# DATE Name Description Line Item Invoice # DATE PO # Amount

HIGH LONESOME WIND PTL 508.41
 01 O 100592 OLIVAS, LESLIE ACTUAL RETIREMENT FOR 401-27-2205 7562817 06/28/2017 596.61
 596.61 NM EDGE/NMAC ANNUAL CONFERENCE
 06/29/2017 TAOS NM, JUNE 19-23, 2017

PURCHASING DEPARTMENT 596.61
 01 O 100593 ORTIZ, ANNETTE RETURN PER DIEM FOR NM 401-10-2205 7662817 06/29/2017 88.52
 88.52 EDGE/NMAC ANNUAL CONFERENCE
 06/29/2017 TAOS NM, JUNE 19-23, 2017

COUNTY MANAGER 88.52
 01 O 100594 ORTIZ, JENEA R CONTINUUM COORDINATOR 635-67-2272 7762817 06/29/2017 2600.00
 2600.00 GRT JUNE 2017
 06/29/2017 INVOICE # 122017

CYRD JUVENILE JUSTICE 2600.00
 01 O 100595 OTERO, MARY YVONNE RETURN PER DIEM FOR NM EDGE/NMAC 401-90-2205 7862817 06/29/2017 62.87
 62.87 ANNUAL CONFERENCE, TAOS NM
 06/29/2017 JUNE 19-23, 2017

PROBATE JUDGE 62.87
 01 O 100596 PADILLA, CHARLEN MILEAGE REIMBURSEMENT FOR 629-52-2205 7962817 06/29/2017 353.25
 353.25 JUNE 2017 HOME VISITS
 06/29/2017

HOME VISITING GRANT FY 353.25
 01 O 100597 PITNEY BOWES INC. LEASING CHARGES 401-05-2203 8062817 06/29/2017 426.45
 426.45 3/30/2017-6/29/2017
 06/29/2017 POSTAGE MACHINE
 INVOICE # 3303683567

COUNTY COMMISSION 426.45
 01 O 100598 PUBLIC SAFETY ALLIANCE 2 - ADVANCED REPORT WRITING AND 410-50-2222 8162817 06/29/2017 30727
 200.00 COURTHOUSE PROTOCOL
 06/29/2017 DEPUTIES TORRES & GARCIA
 INVOICE # 88 30727

COUNTY SHERIFF 200.00
 01 O 100599 ONEST CORPORATION CIVIL DEFENSE MONTHLY BILL FAX 604-83-2207 1962817 06/28/2017 111
 172.36 SHERIFF MONTHLY BILL 401-50-2207 / / 60
 06/29/2017 MAY, 2017

COMMUNICATIONS/EMS TAX 111.84 COUNTY SHERIFF 60.52
 01 O 100600 RICOH USA, INC SERVICE CONTRACT COPIER 610-40-2203 11862817 06/29/2017 366.72
 366.72 TAXES, RENT, ADDITIONAL IMAGES
 06/29/2017 6/01/2017-6/30/2017

COUNTY ASSESSOR 366.72

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	100601	RMS SERVICES	FURNACE AT PROJECT OFFICE	401-15-2215	8262817	06/29/2017	31062	465.7
	4451.41		VERBAL APPROVAL BY L. OLIVAS				31062	
	06/29/2017		950 ON 5/1/2017 TMP-170503				31062	1217.7
			INVOICE # 2916					867.8
			MAINT. CONTRACT FOR ADMIN. BLDG.	401-15-2203	8362817	06/29/2017		
			MAINT. CONTRACT FOR JUDICIAL	401-16-2203	/	/		
			INVOICE # 2865/2866					
			WATER HEATER	620-94-2215	8462817	06/29/2017	31099	1900.0
			ANIMAL SHELTER				31099	
			INVOICE # 3113					

ADMINISTRATIVE OFFICES	1683.52	JUDICIAL COMPLEX MAINT	867.89	INFRASTRUCTURE GROSS R	1900.00			
01 O	100602	SAM'S CLUB DIRECT	ANIMAL FOOD AND TREATS	401-82-2216	8562817	06/29/2017	31102	124.
	304.27		PAPER SHREDDERS, STORAGE BOXES	401-82-2219	/	/	31102	149.
	06/29/2017		DUCT TAPE FOR AC VEHICLES	401-82-2222	/	/	31102	29.

ANIMAL SHELTER	304.27	SAN BAR CONSTRUCTION CORP	621-96-2613
01 O	100603	6 - ROAD WORK AHEAD	8662817
	4637.00	6 - TRUCKS TURNING	06/29/2017
	06/29/2017	2 - FLAGMAN AHEAD	31077
		2 - BE PREPARED TO STOP	31077
		2 - ONE LANE ROAD AHEAD	31077
		18 - SINGLE SPRING SIGN STANDS	31077
		48 - 18" TRAFFIC CONES WITH REFLECTIVE COLLAR	31077
		6 - TRAFFIC BARRELS W/COLLAR SHIPPING	31077
		FOR HEXCO AND A027 RILEY ROAD	31077
		ADDITIONAL TRAFFIC CONTROL SIGNS	31077
		INVOICE # 76548-S	31077

CAPITAL OUTLAY GROSS R	4637.00	SANTA FE COUNTY CORRECTIONS DEPT/JUVENILE INMATE CARE	420-72-2172
01 O	100604	INVOICE # TOR 05-2017	8762817
	5830.00	INMATE CARE MAY-2017	06/29/2017
	06/29/2017	INVOICE # TOR 5-2017	8862817

JUVENILE INMATE CARE	5735.00	ADULT INMATE CARE	95.00
01 O	100605	RETURN PER DIEM TO NM EDGE/NMAC	610-40-2205
	70.40	ANNUAL CONFERENCE, TAOS NM	8962817
	06/29/2017	JUNE 19-23, 2017	06/29/2017

COUNTY ASSESSOR	70.40	RETURN PER DIEM TO NM EDGE/NMAC	401-30-2205
01 O	100606	ANNUAL CONFERENCE, TAOS NM	9062817
	53.40	JUNE 20-23, 2017	06/29/2017

COUNTY TREASURER	53.40	RETURN PER DIEM TO NM EDGE/NMAC	610-40-2205
01 O	100607	ANNUAL CONFERENCE, TAOS NM	9162817
	105.88	JUNE 18-23, 2017	06/29/2017

COUNTY ASSESSOR	105.88
01 O	100607
	06/29/2017

COUNTY ASSESSOR	105.88
01 O	100607
	06/29/2017

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMC
01 O	100608	SPORTSMAN'S WAREHOUSE, INC.	7 GSM STEALTH CAMS	628-39-2222	9262817	06/29/2017	31191	1119.93
	1119.93		VERBAL APPROVAL BY L. OLIVAS				31191	
	06/29/2017		1450 ON 6/13/2017 TMP-1719				31191	
			INVOICE # 126-18620					

15-10								1119.93
01 O	100609	SPRUNK, MARTY	FUEL REIMBURSEMENT	401-50-2202	9362817	06/29/2017		25.
	06/29/2017							

COUNTY SHERIFF								25.81
01 O	100610	STAPLES BUSINESS ADVANTAGE	FILE FOLDERS/RECEIPT BOOKS/CHAIR MAT	420-73-2219	9462817	06/29/2017	31170	209.
	06/29/2017						31170	
			INVOICE # 3266529226-228					

COMMUNITY MONITORING								209.81
01 O	100611	STAPLES BUSINESS ADVANTAGE	2 - STAPLES BLK GEL PENS 12/PK	911-80-2219	9562817	06/29/2017	31089	680.
	06/29/2017		2 - PENTEL RSTP PENS BLK 12/PK				31089	
			1 - HP312X BLACK TONER				31089	
			1 - BROTHER HL-L2320D PRINTER				31089	
			2 - LARGE BINDER CLIPS				31089	
			2 - BROTHER DR630 PRINTER DRUM UNIT				31089	
			6 - BROTHER TN660 BLACK TONER				31089	
			INVOICE # 3339580163/3339580165					

911-DISPATCH CENTER								680.38
01 O	100612	STAPLES BUSINESS ADVANTAGE	4 - BRIGHTON GLASS AND MIRROR CLEANER	911-80-2220	9662817	06/29/2017	31090	49.
	06/29/2017		1 - CLOROX BLEACH 121 OZ 3/PK				31090	
			1 - MEDIUM DUTY SCRUBBING SPONGES, 10/PK				31090	
			INVOICE # 3339580166					

911-DISPATCH CENTER								49.92
01 O	100613	STAPLES BUSINESS ADVANTAGE	SHREDDER, COPY PAPER, ENVELOPES, COPY STAMP, CLASSIFICATION FOLDERS, BUSINESS CARD HOLDER, TAPE DISPENSER, INVISIBLIE TAPE, 2" BINDERS, DIVIDERS, TIME CARDS	911-80-2219	9762817	06/29/2017	31172	2075.78
	06/29/2017						31172	
							31172	
							31172	

911-DISPATCH CENTER								2075.78
01 O	100614	STAPLES BUSINESS ADVANTAGE	175 - BANK DEPOSIT ZIPPER BAG	401-05-2219	9862817	06/29/2017	31177	61.
	06/29/2017		INVOICE # 3342410502;3342614303					

COUNTY COMMISSION								619.50
01 O	100615	STAPLES BUSINESS ADVANTAGE	HP LASERJET PRO M277DW	604-83-2219	9962817	06/29/2017	31114	45.
	06/29/2017		ALL-IN-ONE LASER PRINTER				31114	
			YELLOW INK CARTRIDGE, CYAN INK CARTRIDGE, MAGENTA INK CARTRIDGE				31114	
			BLACK INK CARTRIDGE				31114	

CK# DATE Name Description Line Item Invoice # DATE PO # Amount

COMMUNICATIONS/EMS TAX 454.75
 01 O 100616 STAPLES BUSINESS ADVANTAGE 690-84-2219 10062817 06/29/2017 31154 1547.91
 1547.91
 06/29/2017
 2" BINDERS, LEAD, HANGING FILE FOLDERS, PENCILS, TAB DIVIDERS, FILE FOLDERS, LABELS, NOTEBOOKS, PENS, SCISSORS, TAPE DISPENSER, STAPLE REMOVER, STAPLER, PENCIL SHARPENER; THUMB DRIVES; INK CARTRIDGES

DV CONTRACT FY17 1547.91
 01 O 100617 STAPLES BUSINESS ADVANTAGE 605-13-2219 10162817 06/29/2017 31158 72.73
 72.73
 06/29/2017
 PRINTER & INK CARTRIDGES
 INVOICE # 3342614301

DWI DISTRIBUTION GRANT 72.73
 01 O 100618 STEINER, JOHN 10262817 06/29/2017 31072 1083.86
 1083.86
 06/29/2017
 EVALUATION, PLANNING, PREVENTION 605-22-2272
 OVERSIGHT - MAY 2017
 INVOICE # TC0305-2017

DWI LOCAL GRANT FY17 1083.86
 01 O 100619 STEINER, JOHN 10362817 06/29/2017 31071 1083.86
 1083.86
 06/29/2017
 EVALUATION, PLANNING, PREVENTION 605-09-2272
 OVERSIGHT - JUNE 2017
 INVOICE # TC06-2017

HIGH LONESOME WIND PTL 1083.86
 01 O 100620 TENORLO, AMANDA 10462817 06/29/2017 105.88
 105.88
 06/29/2017
 RETURN PER DIEM TO NM EDGE/NMAC ANNUAL CONFERENCE TRAVEL, NM JUNE 18-23, 2017

FINANCE DEPARTMENT 105.88
 01 O 100621 TJ ENTERPRISES AUTO SUPPLY 10562817 06/29/2017 31203 461.30
 461.30
 06/29/2017
 PARTS FOR VEHICLE REPAIRS-OLIVAS, FILTERS, TOWELS, FLUIDS, BELTS, FUSES, COOLANTS, PLUGS, FUNNELS, GASKETS
 VERBAL APPROVAL BY I. OLIVAS 1314 ON 6/19/2017 TMP-170619

COUNTY ROAD DEPARTMENT 461.30
 01 O 100622 TJ ENTERPRISES AUTO SUPPLY 10662817 06/29/2017 31204 2300.40
 2300.40
 06/29/2017
 HYDRAULIC PUMP REPAIR FOR CHIPPER
 VERBAL APPROVAL BY I. OLIVAS 1314 ON 6-19/2017 TMP-170620
 INVOICE # 28560

COUNTY ROAD DEPARTMENT 2300.40
 01 O 100623 TMT ESTANCIA 10762817 06/29/2017 30982 218.00
 218.00
 06/29/2017
 4TH QUARTER FY2017
 PREVENTION ACTIVITIES

HIGH LONESOME WIND PTL 218.00

CK# DATE Name Description Line Item Invoice # DATE PO # Amount

01 O 100624 TRIDIC INC. 8000 - DELINQUENT TAX NOTICES 401-30-2221 10862817 06/29/2017 31091 1867.37
 1867.37
 06/29/2017 850 - MOBILE HOME LIENS AND LIEN CERTIFICATES 31091
 1 - MASTER BOOK (MH) 31091
 1 - DOOR HANGERS & FREIGHT (MH) 31091
 32500 - 2017 TAX BILLS 31091
 1 - DIGITAL CD (TB) 31091
 INVOICE # 1700621 31091

COUNTY TREASURER 1867.37
 01 O 100625 U.S. POSTMASTER SHERIFF BOX FEE 12 MONTHS 401-50-2272 11262817 06/29/2017 206.00
 206.00 BOX 498 INVOICE # 6/30/2017

COUNTY SHERIFF 206.00
 01 O 100626 UNIQUE ENTERPRISES OIL CHANGE/MAINTENANCE 420-73-2201 10962817 06/29/2017 31169 121.19
 201.19 INVOICE # 3226 31094
 06/29/2017 TIRE ROTATIONS FOR 405-91-2201 11062817 06/29/2017 31094 80.00
 INVOICE # 3095/3096 SQUAD 5 AND BRUSH 5-2 INVOICE # 3095/3096

COMMUNITY MONITORING 121.19 STATE FIRE ALLOTMENT 80.00
 01 O 100627 US BANCORP EQUIPMENT FINANCE INCREASES 4/28/16-5/7/17 401-50-2203 2762817 06/28/2017 376.26
 376.26 06/29/2017 OVERAGE, EQUIPMENT MOVING CHARGE INVOICE # IN63887

COUNTY SHERIFF 376.26
 01 O 100628 USDA, APHIS WILDLIFE SERVICES ANIMAL DAMAGE CONTROL; 403-66-2278 11162817 06/29/2017 20907
 20907.35 06/29/2017 PERSONNEL COMPENSATION, RENT; COMMUNICATIONS, UTILITIES; PROGRAM SUPPORT INVOICE # 302320810

FARM & RANGE 20907.35
 01 O 100629 VFIS 40 EVDJ PARTICIPANT MANUALS 413-91-2266 11362817 06/29/2017 31197 136
 136.00 06/29/2017 SHIPPING AND HANDLING VERBAL APPROVAL BY L. OLYVAS 1152 ON 5/18/2017 TMP-170513 INVOICE # 55483 31197

STATE FIRE ALLOTMENT 136.00
 01 O 100630 WARE, SIDNEY K CASE MANAGEMENT, FOLLOW UP 635-67-2272 11562817 06/29/2017 31164 249
 1515.00 06/29/2017 GIRLS CIRCLE, BOYS COUNCIL JUNE, 2017 INVOICE # 117

CYFD JUVENILE JUSTICE 1515.00
 01 O 100631 WS DARLEY & CO SHARK II 16" VENTILATION SAW KIT 407-91-2248 11462817 06/29/2017 31164 249
 2499.16 06/29/2017 ESTIMATED FREIGHT INVOICE # 17289166

STATE FIRE ALLOTMENT 2499.16

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMO
01 O	100632	YOUNG, ERWIN	FUEL REIMBURSEMENT	401-50-2202	11662817	06/29/2017		45.16
06/29/2017								

COUNTY SHERIFF								
								45.16
01 O	100633	ZIA GRAPHICS INC.	500 - SILICONE BRACELETS	690-84-2224	11762817	06/29/2017	31176	4712.50
			1000 - BARGAIN BUY PENCIL				31176	
			500 - LANYARD				31176	
			2500 - PENS				31176	
			250 - KEYLIGHTS				31176	
			500 - BANNER PENS				31176	
			500 - TOTE BAGS				31176	
			INVOICE # 48496-A-E					
06/29/2017								

DY CONTRACT FY17								
								4712.50
01 O	100634	BOOT BARN INC	3 - WORK FIELD SAFETY BOOTS	610-40-2248	162917	06/29/2017	31181	200.00
			S. SASNOW; N. SEDITLO; J. LUCERO				31181	
06/29/2017								

COUNTY ASSESSOR								
								200.00
01 O	100635	INDEPENDENT NEWS LLC	EMPLOYMENT AD	401-08-2221	262917	06/29/2017	31208	43.23
			CLERICAL ASSISTANT				31208	
			VERBAL APPROVAL BY L. OLIVAS				31208	
			925 ON 6/20/2017 TMP-170622				31208	
			INVOICE # 77554					
06/29/2017								

PLANNING & ZONING								
								43.23
01 O	100636	INDEPENDENT NEWS LLC	PUBLIC NOTICE FOR JULY 12 PUBLIC HEARING - SPECIAL WASTE DISPOSAL	401-08-2221	362917	06/29/2017	31187	20.57
			INC-KEERS				31187	
			2 EDITTON RUN 6/14, 6/28				31187	
			VERBAL APPROVAL BY L. OLIVAS				31187	
			0724 ON 6/8/2017 TMP-170606				31187	
			INVOICE # 77460/77511					
06/29/2017								

PLANNING & ZONING								
								20.57
01 O	100637	INDEPENDENT NEWS LLC	2 - PUBLIC HEARING ILLEGAL TRANSPORT & DELAPIDATED HOMES ORDINANCES	401-08-2221	462917	06/29/2017	31194	52.04
			2 EDITTON RUN 6/14, 6/28				31194	
			VERBAL APPROVAL BY L. OLIVAS				31194	
			1418 ON 6/8/2017 TMP-170608				31194	
			INVOICE # 77459/77561					
06/29/2017								

PLANNING & ZONING								
								52.04
01 O	100638	INDEPENDENT NEWS LLC	THREE WEEKS LEGAL NOTICES PER PROPERTY TAX DIVISION	401-40-2221	562917	06/29/2017	31178	37.51
			ORDER NO. 17-07 ATTACHED				31178	
			INVOICE # 77415/77457					
06/29/2017								

COUNTY ASSESSOR								
								37.51
01 O	100639	REDW LLC	FY2018 BUDGET HEARING	401-55-2221	662917	06/29/2017	31188	

Date: 6/29/17 21:12:46 (CHCG60)
CK# DATE Name

28.30 06/29/2017
FINANCE DEPARTMENT 28.30
12-JUL-17
2 EDITION RUN
INVOICE # 1356596

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104 249055.19 / / TOTAL 427.18 VOIDS

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** GRAND TOTAL **		249,055.19	.00
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**TOTAL		29,581.88	.00
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GENERAL FUND			
=====			
**DEPT	COUNTY COMMISSION	4,959.57	.00
401-05-2203	MAINTENANCE CONTRACTS	426.45	.00
401-05-2207	TELECOMMUNICATIONS	158.14	.00
401-05-2208	ELECTRICITY	1,191.60	.00
401-05-2219	OFFICE SUPPLIES	619.50	.00
401-05-2272	PROFESSIONAL SERVICES	2,563.88	.00
=====			
**DEPT	PLANNING & ZONING	360.86	.00
401-08-2202	VEHICLE FUEL	26.14	.00
401-08-2207	TELECOMMUNICATIONS	52.70	.00
401-08-2221	PRINTING/PUBLISHING/ADVERTISING	282.02	.00
=====			
**DEPT	COUNTY MANAGER	1,379.97	.00
401-10-2205	MILEAGE/PER DIEM	578.89	.00
401-10-2207	TELECOMMUNICATIONS	131.75	.00
401-10-2219	OFFICE SUPPLIES	669.33	.00
=====			
**DEPT	ADMINISTRATIVE OFFICES MAINTENAN	4,546.11	.00
401-15-2203	MAINTENANCE CONTRACTS	1,217.77	.00
401-15-2207	TELECOMMUNICATIONS	52.70	.00
401-15-2208	ELECTRICITY	2,809.89	.00
401-15-2215	BUILDING MAINTENANCE/REPAIR	465.75	.00
=====			
**DEPT	JUDICIAL COMPLEX MAINTENANCE	3,625.11	.00
401-16-2203	MAINTENANCE CONTRACTS	867.89	.00
401-16-2208	ELECTRICITY	2,757.22	.00
=====			
**DEPT	COUNTY CLERK	184.45	.00
401-20-2207	TELECOMMUNICATIONS	184.45	.00
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**DEPT	ELECTIONS	927.83	.00
401-21-2221	PRINTING/PUBLISHING/ADVERTISING	896.00	.00
401-21-2308	VOTING MACHINE STORAGE	31.83	.00
=====			
**DEPT	HEALTH DEPT BLDG MAINTENANCE	168.67	.00
401-24-2208	ELECTRICITY	168.67	.00
=====			
**DEPT	PURCHASING DEPARTMENT	622.96	.00
401-27-2205	MILEAGE/PER DIEM	596.61	.00
401-27-2207	TELECOMMUNICATIONS	26.35	.00
=====			
**DEPT	COUNTY TREASURER	2,155.40	.00
401-30-2205	MILEAGE/PER DIEM	53.40	.00
401-30-2207	TELECOMMUNICATIONS	210.80	.00
401-30-2221	PRINTING/PUBLISHING/ADVERTISING	1,891.20	.00
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**DEPT	COUNTY ASSESSOR	37.51	.00
401-40-2221	PRINTING/PUBLISHING/ADVERTISING	37.51	.00
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**DEPT	COUNTY SHERIFF	8,970.85	.00
401-50-2201	VEHICLE MAINTENANCE/REPAIR	5,207.59	.00
401-50-2202	VEHICLE FUEL	125.77	.00
401-50-2203	MAINTENANCE CONTRACTS	376.26	.00
401-50-2207	TELECOMMUNICATIONS	336.27	.00
401-50-2218	EQUIPMENT MAINTENANCE/REPAIR	1,106.11	.00
401-50-2231	WEAPONS/AMMUNITION	1,322.99	.00

401-50-2236 UNIFORMS 289.86 .00
 401-50-2272 PROFESSIONAL SERVICES 206.00 .00

**DEPT
 401-55-2205 FINANCE DEPARTMENT 639.48 .00
 401-55-2207 MILEAGE/PER DIEM 211.76 .00
 401-55-2219 TELECOMMUNICATIONS 79.05 .00
 401-55-2221 OFFICE SUPPLIES 320.37 .00
 PRINTING/PUBLISHING/ADVERTISING 28.30 .00

**DEPT
 401-65-2207 INFORMATION TECHNOLOGY DEPARTMENT 26.35 .00
 TELECOMMUNICATIONS 26.35 .00

**DEPT
 401-82-2201 ANIMAL SHELTER 887.54 .00
 401-82-2202 VEHICLE MAINTENANCE/REPAIR 129.23 .00
 401-82-2208 VEHICLE FUEL 203.40 .00
 401-82-2216 ELECTRICITY 250.64 .00
 401-82-2219 ANIMAL FOOD 124.63 .00
 401-82-2222 OFFICE SUPPLIES 149.68 .00
 FIELD SUPPLIES 29.96 .00

**DEPT
 401-90-2205 PROBATE JUDGE 89.22 .00
 401-90-2207 MILEAGE/PER DIEM 62.87 .00
 TELECOMMUNICATIONS 26.35 .00

**TOTAL
 ROAD FUND 34,385.34 .00
 COUNTY ROAD DEPARTMENT 34,091.28 .00
 VEHICLE MAINTENANCE/REPAIR 783.48 .00
 VEHICLE FUEL 20,631.33 .00
 TELECOMMUNICATIONS 52.70 .00
 MACHINERY MAINTENANCE/REPAIR 2,300.40 .00
 GRADER/EQUIPMENT LEASE 10,323.37 .00

**DEPT
 402-61-2250 COUNTY ROAD SHOP 294.06 .00
 SHOP SUPPLIES 294.06 .00
 FARM & RANGER 20,907.35 .00
 FARM & RANGE 20,907.35 .00
 ANIMAL DAMAGE CONTROL 20,907.35 .00

**TOTAL
 DISTRICT 5 VFD 602.50 .00
 STATE FIRE ALLOTMENT 602.50 .00
 VEHICLE MAINTENANCE/REPAIR 80.00 .00
 ELECTRICITY 317.99 .00
 MEDICAL SUPPLIES 204.51 .00

**TOTAL
 DISTRICT 2 VFD 538.05 .00
 STATE FIRE ALLOTMENT 538.05 .00
 ELECTRICITY 131.31 .00
 MEDICAL SUPPLIES 86.79 .00
 SAFETY EQUIPMENT 319.95 .00

**TOTAL
 DISTRICT 1 VFD 13,353.47 .00
 STATE FIRE ALLOTMENT 13,353.47 .00
 ELECTRICITY 120.37 .00
 SAFETY EQUIPMENT 13,233.10 .00

**TOTAL
 DISTRICT 3 VFD 390.05 .00

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 **DEPT 408-91-2208 STATE FIRE ALLOTMENT 390.05 .00
 408-91-2230 ELECTRICITY 167.13 .00
 MEDICAL SUPPLIES 222.92 .00
 **TOTAL 138.92 .00
 DISTRICT 4 VFD 138.92 .00

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 **DEPT 409-91-2208 STATE FIRE ALLOTMENT 138.92 .00
 ELECTRICITY 138.92 .00
 **TOTAL 200.00 .00
 L.E. PROTECTION FUND 200.00 .00

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 **DEPT 410-50-2222 COUNTY SHERIFF 200.00 .00
 FIELD SUPPLIES 200.00 .00
 **TOTAL 302.40 .00
 COUNTY FIRE PROTECTION FUND 302.40 .00

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 **DEPT 411-92-2248 1/4% FIRE EXCISE TAX 302.40 .00
 SAFETY EQUIPMENT 302.40 .00
 **TOTAL 242.43 .00
 COUNTY PAIR 242.43 .00

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 **DEPT 412-53-2208 COUNTY PAIR 242.43 .00
 ELECTRICITY 242.43 .00
 **TOTAL 136.00 .00
 FIRE DEPARTMENT ADMIN 136.00 .00

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 **DEPT 413-91-2266 STATE FIRE ALLOTMENT 136.00 .00
 TRAINING 136.00 .00
 **TOTAL 4,285.92 .00
 EMS FUND 4,285.92 .00

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 **DEPT 415-33-2344 EMS ALLOTMENT 4,285.92 .00
 SUPERIOR AMBULANCE 4,285.92 .00
 **TOTAL 1,272.19 .00
 DISTRICT 6 VED 1,272.19 .00

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 **DEPT 418-91-2201 STATE FIRE ALLOTMENT 1,272.19 .00
 VEHICLE MAINTENANCE/REPAIR 1,160.16 .00
 ELECTRICITY 112.03 .00
 **TOTAL 86,711.15 .00
 JAIL FUND 86,711.15 .00

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 **DEPT 420-70-2172 ADULT INMATE CARE 69,617.15 .00
 CARE OF INMATES 69,424.00 .00
 INMATE MEDICAL 193.15 .00
 **TOTAL 10,685.00 .00
 JUVENILE INMATE CARE 10,685.00 .00

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 **DEPT 420-72-2172 CARE OF INMATES 10,685.00 .00
 COMMUNITY MONITORING 4,424.02 .00
 VEHICLE MAINTENANCE/REPAIR 121.19 .00
 VEHICLE FUEL 26.47 .00
 TELECOMMUNICATIONS 2,149.35 .00
 EQUIPMENT MAINTENANCE/REPAIR 209.81 .00
 OFFICE SUPPLIES 1,890.85 .00
 PROFESSIONAL SERVICES 1,984.98 .00

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 **DEPT 420-74-2201 TRANSPORTATION OF PRISONERS 1,984.98 .00
 VEHICLE MAINTENANCE/REPAIR 1,984.98 .00
 **TOTAL 1,060.71 .00
 CIVIL DEFENSE FUND 1,060.71 .00

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 **TOTAL 1,060.71 .00

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**DEPT                                COMMUNICATIONS/EMS TAX                1,060.71                .00
604-83-2207                           TELECOMMUNICATIONS                   138.19                   .00
604-83-2219                           OFFICE SUPPLIES                      454.75                   .00
604-83-2248                           SAFETY EQUIPMENT                     467.77                   .00
**TOTAL                                DMI PROGRAM FUND                    7,506.77                 .00
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**DEPT                                HIGH LONESOME WIND PILT              1,815.29                 .00
605-09-2221                            PRINTING/PUBLISHING/ADVERTISING     294.47                   .00
605-09-2272                            PROFESSIONAL SERVICES                1,520.82                 .00
**TOTAL                                DMI DISTRIBUTION GRANT FY17         1,336.71                 .00
605-13-2219                            OFFICE SUPPLIES                     1,336.71                 .00
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**DEPT                                DMI LOCAL GRANT FY17                3,654.77                 .00
605-22-2205                            MILEAGE/PER DIEM                   490.49                   .00
605-22-2207                            TELECOMMUNICATIONS                  52.70                    .00
605-22-2272                            PROFESSIONAL SERVICES                3,111.58                 .00
**TOTAL                                JUVENILE ADJUDICATION GRANT FY17   700.00                   .00
605-44-2219                            OFFICE SUPPLIES                     700.00                   .00
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**TOTAL                                PROPERTY VALIDATION FUND            4,312.71                 .00
**DEPT                                COUNTY ASSESSOR                     4,312.71                 .00
610-40-2202                            VEHICLE FUEL                        21.44                    .00
610-40-2203                            MAINTENANCE CONTRACTS              366.72                   .00
610-40-2205                            MILEAGE/PER DIEM                   176.28                   .00
610-40-2207                            TELECOMMUNICATIONS                 342.55                   .00
610-40-2218                            EQUIPMENT MAINTENANCE/REPAIR       418.75                   .00
610-40-2219                            OFFICE SUPPLIES                    2,493.71                 .00
610-40-2228                            SOFTWARE                             293.26                   .00
610-40-2248                            SAFETY EQUIPMENT                   200.00                   .00
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**TOTAL                                COUNTY INFRASTRUCTURE GRNT          6,600.00                 .00
**DEPT                                INFRASTRUCTURE GROSS RECEIPTS TX    6,600.00                 .00
620-94-2215                            BUILDING MAINTENANCE/REPAIR        6,600.00                 .00
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**TOTAL                                CAPITAL OUTLAY GROSS RECEIPTS TX    4,637.00                 .00
**DEPT                                CAPITAL OUTLAY GROSS RECEIPTS TX    4,637.00                 .00
621-96-2613                            CO/ROAD CONSTRUCTION/RECONSTRUCT   4,637.00                 .00
**TOTAL                                RECYCLING & ILLEGAL DUMPING GRAN   1,119.93                 .00
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**DEPT                                15-10                               1,119.93                 .00
628-39-2222                            FIELD SUPPLIES                      1,119.93                 .00
**TOTAL                                HOME VISITING GRANT                490.75                   .00
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**DEPT                                HOME VISITING GRANT FY17           490.75                   .00
629-52-2205                            MILEAGE/PER DIEM                   464.40                   .00
629-52-2207                            TELECOMMUNICATIONS                 26.35                    .00
**TOTAL                                JUVENILE JUSTICE GRANT             4,623.41                 .00
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**DEPT                                HIGH LONESOME WIND PILT            508.41                   .00
635-09-2219                            OFFICE SUPPLIES                    508.41                   .00
**TOTAL                                CYFD JUVENILE JUSTICE GRANT FY17   4,115.00                 .00
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635-67-2272	PROFESSIONAL SERVICES	4,115.00	.00
**TOTAL	HIGH LONESOME WIND PILT	2,862.93	.00
**DEPT	HIGH LONESOME WIND PILT	2,862.93	.00
641-09-2607	GRADER/EQUIPMENT LEASE	2,862.93	.00
**TOTAL	ESTRANCIA BASIN WATER STUDY	9,999.99	.00
**DEPT	WATER BOARD	9,999.99	.00
650-71-2272	PROFESSIONAL SERVICES	9,999.99	.00
**TOTAL	RURAL ADDRESSING	98.35	.00
**DEPT	RURAL ADDRESSING	98.35	.00
675-07-2205	MILEAGE/PER DIEM	72.00	.00
675-07-2207	TELECOMMUNICATIONS	26.35	.00
**TOTAL	P&Z COURT FEES	232.13	.00
**DEPT	PLANNING & ZONING	232.13	.00
685-08-2202	VEHICLE FUEL	205.78	.00
685-08-2207	TELECOMMUNICATIONS	26.35	.00
**TOTAL	DOMESTIC VIOLENCE GRANT	6,313.11	.00
**DEPT	DV CONTRACT FY17	6,260.41	.00
690-84-2219	OFFICE SUPPLIES	1,547.91	.00
690-84-2224	EDUCATIONAL SUPPLIES	4,712.50	.00
**DEPT	DV GRANT FY16	52.70	.00
690-86-2207	TELECOMMUNICATIONS	52.70	.00
**TOTAL	DRUG EDUCATION PROGRAM	500.56	.00
**DEPT	DRUG EDUCATION	500.56	.00
804-89-2219	OFFICE SUPPLIES	500.56	.00
**TOTAL	NM PRIMARY CARE ASSOCIATION	52.70	.00
**DEPT	NMPCA GRANT FY17	52.70	.00
819-47-2207	TELECOMMUNICATIONS	52.70	.00
**TOTAL	IMMIGRATION & CUSTOMS ENFORCEMENT	808.68	.00
**DEPT	ADULT INMATE CARE	808.68	.00
825-70-2172	CARE OF INMATES	808.68	.00
**TOTAL	EMERGENCY-911 FUND	4,787.81	.00
**DEPT	911-DISPATCH CENTER	4,787.81	.00
911-80-2203	MAINTENANCE CONTRACTS	56.27	.00
911-80-2208	ELECTRICITY	1,266.38	.00
911-80-2209	HEATING/GAS/PROPANE	659.08	.00
911-80-2219	OFFICE SUPPLIES	2,756.16	.00
911-80-2220	CLEANING SUPPLIES	49.92	.00
BANK01	WELLS FARGO	249,055.19	.00
** BANK TOTALS **		249,055.19	.00

TOTAL CHECKS PRINTED 2

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 11,409.95 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 06/27/2017. 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.

ATTEST BY

SIGNED

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

Kit

CR# DATE Name Description Line Item Invoice # DATE PO # Amt

01 0 100534 HARRIS-HANLON MORTUARY INDIGENT BURIAL/OSENGA 414-19-2272 262717 06/27/2017 600.00

06/27/2017 600.00

2ND 1/8 GROSS RECEIPTS 600.00
 =====
 01 0 100535 WEX FLEET UNIVERSAL P&Z MAY 2017 MONTHLY FUEL 401-08-2202 162717 06/27/2017 61.78

10809.95
 06/27/2017
 =====
 P&Z
 COMMISTION MONTHLY FUEL 401-05-2205 78.50
 MAINT. MONTHLY FUEL 401-15-2202 211.56
 TRESURER MONTHLY FUEL 401-30-2202 50.00
 ASSESSOR MONTHLY FUEL 610-40-2202 86.00
 SHERIFF MONTHLY FUEL 401-50-2202 88.00
 PURCHASING MONTHLY FUEL 401-27-2205 27.00
 ANIMAL SHELTER MONTHLY FUEL 401-82-2202 427.00
 DIST. 5 VFD MONTHLY FUEL 405-91-2202 127.00
 TCFD 2 MONTHLY FUEL 406-91-2202 342.00
 DIST. 3 VFD MONTHLY FUEL 408-91-2202 44.00
 DIST. 4 VFD MONTHLY FUEL 409-91-2202 761.00
 FIRE ADMIN. MONTHLY FUEL 413-91-2202 167.00
 TCFD 6 MONTHLY FUEL 418-91-2202 55.00
 ELECT. MONTORING MONTHLY FUEL 420-73-2202 150.00
 CIVIL DEFENSE MONTHLY FUEL 604-83-2202 81.00
 DVI MONTHLY FUEL 605-22-2202 81.69
 TCFD MONTHLY FUEL 629-52-2205 36.00
 RURAL ADDRESSING/GIS 675-07-2202 42.65
 TCFD-DV MONTHLY FUEL 690-09-2202 4.70
 DISPATCH MONTHLY FUEL 911-80-2202

PLANNING & ZONING 139.64 COUNTY COMMISSON 50.00 ADMINISTRATIVE OFFICES 211.56
 COUNTY TREASURER 86.89 COUNTY ASSESSOR 88.80 COUNTY SHERIFF 7819.66
 PURCHASING DEPARTMENT 27.21 ANIMAL SHELTER 33.66 STATE FIRE ALLOTMENT 1870.82
 COMMUNITY MONITORING 55.68 COMMUNICATIONS/EMS TAX 150.52 DVI LOCAL GRANT FY17 81.69
 HOME VISITING GRANT FY 66.94 RURAL ADDRESSING 36.26 HIGH IONESOME WIND PILL 42.65
 911-DISPATCH CENTER 47.97
 =====
 2 11409.95 / / TOTAL

** GRAND TOTAL **		11,409.95	.00
**TOTAL	GENERAL FUND	8,290.15	.00
**DEPT	COUNTY COMMISSION	50.00	.00
401-05-2205	MILEAGE/PER DIEM	50.00	.00
**DEPT	PLANNING & ZONING	61.17	.00
401-08-2202	VEHICLE FUEL	61.17	.00
**DEPT	ADMINISTRATIVE OFFICES MAINTENAN	211.56	.00
401-15-2202	VEHICLE FUEL	211.56	.00
**DEPT	PURCHASING DEPARTMENT	27.21	.00
401-27-2205	MILEAGE/PER DIEM	27.21	.00
**DEPT	COUNTY TREASURER	86.89	.00
401-30-2202	VEHICLE FUEL	86.89	.00
**DEPT	COUNTY SHERIFF	7,819.66	.00
401-50-2202	VEHICLE FUEL	7,819.66	.00
**DEPT	ANIMAL SHELTER	33.66	.00
401-82-2202	VEHICLE FUEL	33.66	.00
**TOTAL	DISTRICT 5 VFD	427.25	.00
**DEPT	STATE FIRE ALLOTMENT	427.25	.00
405-91-2202	VEHICLE FUEL	427.25	.00
**TOTAL	DISTRICT 2 VFD	127.66	.00
**DEPT	STATE FIRE ALLOTMENT	127.66	.00
406-91-2202	VEHICLE FUEL	127.66	.00
**TOTAL	DISTRICT 3 VFD	342.30	.00
**DEPT	STATE FIRE ALLOTMENT	342.30	.00
408-91-2202	VEHICLE FUEL	342.30	.00
**TOTAL	DISTRICT 4 VFD	44.69	.00
**DEPT	STATE FIRE ALLOTMENT	44.69	.00
409-91-2202	VEHICLE FUEL	44.69	.00
**TOTAL	FIRE DEPARTMENT ADMIN	761.76	.00
**DEPT	STATE FIRE ALLOTMENT	761.76	.00
413-91-2202	VEHICLE FUEL	761.76	.00
**TOTAL	INDIGENT FUND	600.00	.00
**DEPT	2ND 1/8 GROSS RECEIPTS TAX	600.00	.00
414-19-2272	PROFESSIONAL SERVICES	600.00	.00
**TOTAL	DISTRICT 6 VFD	167.16	.00
**DEPT	STATE FIRE ALLOTMENT	167.16	.00
418-91-2202	VEHICLE FUEL	167.16	.00
**TOTAL	JAIL FUND	55.68	.00

**DEPT	420-73-2202	COMMUNITY MONITORING	55.68	.00
		VEHICLE FUEL	55.68	.00
**TOTAL		CIVIL DEFENSE FUND	150.52	.00
**DEPT	604-83-2202	COMMUNICATIONS/EMS TAX	150.52	.00
		VEHICLE FUEL	150.52	.00
**TOTAL		DWI PROGRAM FUND	81.69	.00
**DEPT	605-22-2202	DWI LOCAL GRANT FY17	81.69	.00
		VEHICLE FUEL	81.69	.00
**TOTAL		PROPERTY VALUATION FUND	88.80	.00
**DEPT	610-40-2202	COUNTY ASSESSOR	88.80	.00
		VEHICLE FUEL	88.80	.00
**TOTAL		HOME VISITING GRANT	66.94	.00
**DEPT	629-52-2205	HOME VISITING GRANT FY17	66.94	.00
		MIILEAGE/PER DIEM	66.94	.00
**TOTAL		RURAL ADDRESSING	36.26	.00
**DEPT	675-07-2202	RURAL ADDRESSING	36.26	.00
		VEHICLE FUEL	36.26	.00
**TOTAL		P&Z COURT FEES	78.47	.00
**DEPT	685-08-2202	PLANNING & ZONING	78.47	.00
		VEHICLE FUEL	78.47	.00
**TOTAL		DOMESTIC VIOLENCE GRANT	42.65	.00
**DEPT	690-09-2202	HIGH LONESOME WIND PILLI	42.65	.00
		VEHICLE FUEL	42.65	.00
**TOTAL		EMERGENCY-911 FUND	47.97	.00
**DEPT	911-80-2202	911-DISPATCH CENTER	47.97	.00
		VEHICLE FUEL	47.97	.00
BANK01		WELLS FARGO	11,409.95	.00
		** BANK TOTALS **	11,409.95	.00



*Agenda Item
No. 1*



UPDATES

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



*Agenda Item
No. 2*

COUNTY OF TORRANCE

PROFESSIONAL SERVICES CONTRACT FY-2018-DWI-01

THIS AGREEMENT is made and entered into by and between **THE BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY, NEW MEXICO**, hereinafter referred to as "the County" and **SHARON (TRISH) DAINO**, hereinafter referred to as (the "Contractor").

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform services as follows:

1. Provide a variety of services as part of a comprehensive, therapeutic approach to alcohol and substance abuse treatment for DWI offenders referred by Torrance County Courts, with the objective of reducing alcohol abuse and dependency. These services may include, but shall not be limited to:
 - a) Substance abuse education
 - b) Individual treatment
 - c) Marital counseling
 - d) Family treatment
 - e) Therapeutic group
2. Provide varying levels of service for DWI offenders, based upon the individual needs of each offender. These services shall include, the following, when appropriate to meet client needs:
 - a) Cognitive behavioral therapy
 - b) Solution focused therapy
 - c) Experiential treatment methods
 - d) Alternate evidence-based treatment
 - e) Moral Reconciliation Therapy – including collaboration with the DWI Coordinator on protocols, guidelines and other related documents in order to deliver this mode of treatment.
3. Develop individualized relapse prevention plans.
4. Maintain and transmit records in a manner that shall be compliant with HIPAA (Health Insurance Portability Accountability Act.)

5. **Produce monthly reports to the Torrance County Community Monitor and DWI Coordinator. These reports will specifically describe progress, activities and accomplishments (i.e., completion) to meet program compliance. The provider shall also monitor and report rates of recidivism. Monthly reports shall be due by the 10th day of the following month.**
 6. Maintain membership in and provide oral reports at meetings of the Torrance County Substance Abuse Prevention Task Force meetings, a minimum of once each quarter.
 7. Notify the Torrance County DWI Coordinator – via telephone, email or fax, within 24 hours of any client violations.
- B. Services will be performed at the offices of Trish Daino or at the Torrance County Detention Facility.
- C. Performance Measures.

Goals:

1. Decrease severity of alcohol use/abuse among participants regarding the associated behaviors, health issues and negative impact of alcohol use/abuse.
2. Provide 100% of the participants with community based support systems and life skills to aid in moderation, or the recovery process after treatment is complete.

Objectives.

1. Group treatment including, but not limited to alcohol education, community education, life skills development, family involvement/support provided for 100% of clients.
2. Individual counseling for those clients deemed inappropriate for group counseling or for auxiliary support.
3. Outpatient referrals will be made to other agencies as needed.

2. Compensation.

- A. The total amount payable under this Agreement shall not exceed \$4,583.26, including gross receipts tax for the period extending from August 1, 2017 through June 30, 2018. Upon receipt of a complete and detailed monthly billing or substance abuse treatment, compensation shall be made in equal monthly payments of \$416.66. If the Contractor is Medicaid certified, the Contractor will first bill Medicaid for services provided to individuals covered by Medicaid. These payments will be contingent upon continued funding from the Department of Finance and Administration, Local Government Division, Special Programs Bureau, LDWI.

- B. The Torrance County DWI Prevention Program will pay for professional services under this contract upon receipt of a detailed statement provided to the coordinator which chronicles service to individuals convicted of DWI and time spent by the Contractor in conducting the Scope of Work above. The statement will be retained in confidential files by the Torrance County DWI Prevention Program Coordinator. An invoice shall be provided by the Contractor to the Torrance County DWI Prevention Program Coordinator monthly and will be paid by Torrance County. All invoices submitted by the Contractor shall be submitted within the parameters of the state fiscal year which runs July 1, 2017 through June 30, 2018. **Invoices received AFTER June 15, 2018 will NOT be paid.**

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL THE DEPARTMENT OF FINANCE AND ADMINISTRATION HAS GIVEN ADMINISTRATIVE APPROVAL, AND SHALL BECOME FULLY EXECUTED UPON THE DATE OF THE LAST SIGNATOR. Contract This Agreement shall terminate on **JUNE 30, 2018** unless terminated pursuant to paragraph 4, *infra*, or paragraph 5. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B. Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. 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 County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County 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 Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

The Contractor 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 or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

14. Merger.

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

15. 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 illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and 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 of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Local DWI Program.

19. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County by certified mail.

21. **Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. **Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County:

Tracey Master, Torrance County DWI Program Coordinator
P. O. Box 48
Estancia, NM 87016
tmaster@tcnm.us

To the Contractor:

Sharon "Trish" Daino
P. O. Box 2838
Moriarty, NM 87035
trishdaino@msn.com

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, this agreement shall become fully executed upon the date of the final signature below.

By: _____ Date: _____
Torrance County Manager

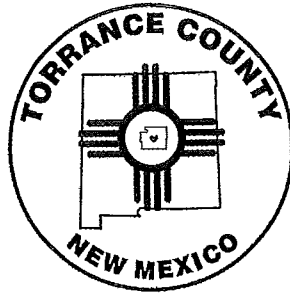
By: _____ Date: _____
DWI Coordinator

By: _____ Date: _____
County's Legal Counsel -Certifying legal sufficiency

By: _____ Date: _____
Contractor



Agenda Item
No. 3



TORRANCE COUNTY
Amendment
RESOLUTION # 2017-33

Cash Transfers & Line Item Transfers Between Funds

WHEREAS, the Torrance County Commission in regular session on Wednesday, June 28th 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: 641 (Wind Pilt)</i>	<i>To: 419 (EVSWA) Amount: \$100,000</i>
620 (Infrastructure GRT)	833 (EMW-2015-EP-00066-S01) \$7,413.19
620 (Infrastructure GRT)	828 (Mitigation Grant) \$10,062.35

LINE ITEM TRANSFER:

<i>From: 641-23-2272 professional services</i>	<i>To: 419-05-2292 EVSWA tipping fees</i>	<i>Amount: \$100,000</i>
620-94-2215 building maint./repair	To: 833-88-2272 professional services	\$7,413.19
620-94-2215 building maint./repair	828-75-2272 professional services	\$10,062.35

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 28th day of June 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
RESOLUTION # 2017- 33

Cash Transfers & Line Item Transfers Between Funds

WHEREAS, the Torrance County Commission in regular session on Wednesday, June 28th 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:

*From: 641 (Wind Pilt)
620 (Infrastructure GRT)*

*To: 419 (EVSWA) Amount: \$100,000
833 (EMW-2015-EP-00066-S01) \$17,475.54*

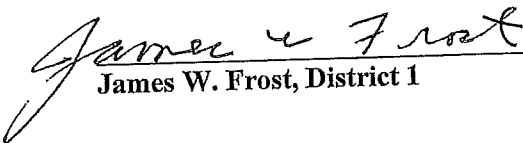
LINE ITEM TRANSFER:

*From: 641-23-2272 professional services To: 419-05-2292 EVSWA tipping fees Amount: \$100,000
620-94-2215 building maint./repair To: 833-88-2272 professional services \$17,475.54*

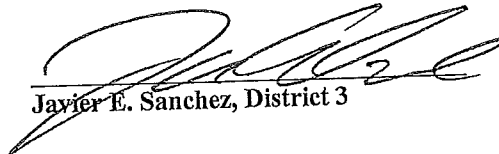
NOW THEREFORE, it is respectfully requested that these cash transfers and line item transfers between funds in the 2016-17 FY budget be approved by the Department of Finance and Administration.

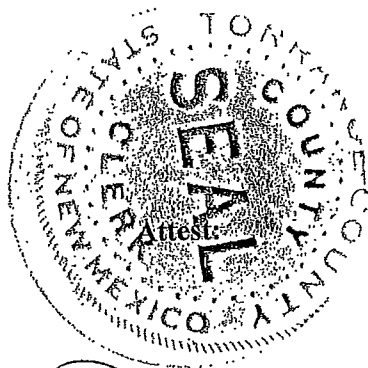
DONE at Estancia, New Mexico, Torrance County this 28th day of June 2017.

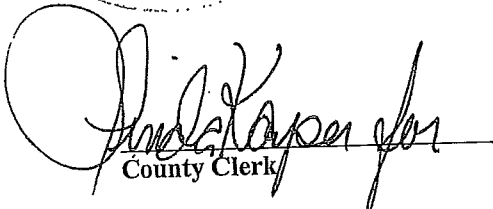
TORRANCE COUNTY COMMISSION


James W. Frost, District 1


Julia DuCharme, District 2


Javier E. Sanchez, District 3




County Clerk

DFA Approval



*Agenda Item
No. 4*



TORRANCE COUNTY
RESOLUTION # 2017-
Budget Increase

WHEREAS, the Torrance County Commission in regular session on Wednesday, July 12th 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 12th day of July 2017.

TORRANCE COUNTY COMMISSION

James W. Frost, District 1

Attest:

Julia DuCharme, District 2

County Clerk
DFA Approval

Javier E. Sanchez, District 3

G/I#	Description	Yearly Budget	Yearly Adjustment	Yearly Adjust-Bdgt	Monthly Detail	Yearly Detail	Yearly Budget-Balance	Ytd Bbal/Bdgt%	Yearly Encumbrance	Yearly Unencumb-Bal	Ytd Unencumb-Bal
Fund 636 DEPT SERVICE FUND											
Dept 46 NMFA LOANS											
636-46-2603	DIST 5 FIRE STATION LOAN 3 & 4	20,808	0	20,808	1,734.00	20,808.00	0.00	0.0	0.00	0.00	0.0
636-46-2609	D5 FIRE STATION REFUND LOAN 3&4	20,698	0	20,698	0.00	20,698.00	0.00	0.0	0.00	0.00	0.0
636-46-2606	DIST 3 FIRE STATION LOAN 95 COP	0	0	0	0.00	0.00	0.00	0.0	0.00	0.00	0.0
636-46-2608	LOAN PAYMENT DISPATCH CENTER 09	35,911	0	35,911	2,992.63	47,882.08	11,971.08-	33.3-	0.00	11,971.08-	33.3-
636-46-2609	DIST 2 ALLOTMENT INTERCEPT #10	44,365	0	44,365	0.00	44,365.00	0.00	0.0	0.00	0.00	0.0
636-46-2610	FIRE EXCISE TAX INTER DIST3 5&8	30,000	0	30,000	1,369.00	16,428.00	13,572.00	45.2	0.00	13,572.00	45.2
636-46-2621	DISPATCH TOWER LOAN 12	5,221	0	5,221	435.12	7,832.16	2,611.16-	50.0-	0.00	2,611.16-	50.0-
636-46-2623	DISTR 2 FIRE PUMPER LOAN 11	44,973	0	44,973	3,747.75	52,468.50	7,495.50-	16.7-	0.00	7,495.50-	16.7-
636-46-2635	DISTR 3 LOAN #15 TANKER	34,046	0	34,046	0.00	34,046.00	0.00	0.0	0.00	0.00	0.0
636-46-2649	DISPATCH CENTER & TOWER #13	5,856	0	5,856	488.17	8,298.42	2,442.42-	41.7-	0.00	2,442.42-	41.7-
636-46-2657	DIST 4 TRUCK LOAN ALLOTMENT #14	16,496	0	16,496	0.00	16,496.00	0.00	0.0	0.00	0.00	0.0
636-46-2658	DIST 6 ENGINE LOAN ALLOTMENT 15	25,665	0	25,665	0.00	25,664.00	1.00	0.0	0.00	1.00	0.0
636-46-2659	DIST 3 TRUCK LOAN ALLOTMENT 16	0	0	0	0.00	0.00	0.00	0.0	0.00	0.00	0.0
Total Dept 46 NMFA LOANS		284,039	0	284,039	10,766.67	294,986.16	10,947.16-	3.9-	0.00	10,947.16-	3.9-
Total Fund 636 DEPT SERVICE FUND		284,039	0	284,039	10,766.67	294,986.16	10,947.16-	3.9-	0.00	10,947.16-	3.9-



*Agenda Item
No. 5*

SUSANA MARTINEZ, GOVERNOR



LYNN GALLAGHER, CABINET SECRETARY

COPY

May 16, 2017

Belinda Garland, County Manager
Torrance County
PO Box 48
Estancia, NM 87016

Re: FY18 Rural Primary Health Care Act (RPHCA) Funding

Dear Ms. Garland:

The Public Health Division of the New Mexico Department of Health (DOH) has finalized cut amounts to the RPHCA base funding for FY18 (July 1, 2017-June 30, 2018). As you may know, the RPHCA Program was dealt significant reductions in funding from both the State General Fund and the County Supported Medicaid Fund. The FY18 Memorandum of Agreement (MOA) reflects these cuts. Torrance County RPHCA base funding for FY18 will be **\$80,700**.

The following documents are needed to proceed with FY18 MOA.

FY18.MOA – To ensure there is no break in service, we must have **FOUR complete signed original MOAs** returned to us ASAP. (Initialing pages is **no longer required**)

Contract Certification form – Please sign and date on the yellow highlighted signature line (Contractor Signature & Date), **DO NOT COMPLETE ANYTHING ELSE**. Return one original.

We need to receive the completed documents ASAP. **Please print as one-sided only**. Please deliver to:

LeeAnn Roberts, RPHCA Program Manager
Health Systems Bureau, Office of Primary Care & Rural Health
300 San Mateo Blvd, NE, Suite 900
Albuquerque, NM 87108

Thank you for your prompt attention to this matter. Feel free to contact me if you have any questions at 505-383-0123 or email me at LeeAnn.Roberts@state.nm.us.

Sincerely,

A handwritten signature in black ink, appearing to read "LeeAnn Roberts".

LeeAnn Roberts, RPHCA Program Manager
Office of Primary Care and Rural Health

PUBLIC HEALTH DIVISION

1190 St. Francis Dr, Suite 1050 • P.O. Box 26110 • Santa Fe, New Mexico • 87502
(505) 827-2389 • FAX: (505) 827-2329 • www.nmhealth.org



DEPARTMENT OF HEALTH CONTRACT CERTIFICATION

As the Program Manager of the RPHCA (rural primary health care act) Program, I hereby certify the following in regard to the contractual agreement between the Department of Health and Torrance County:

COPY

_____ **Federal Funds:** (Program Manager needs to initial) Check on the System for Award Management (www.sam.gov) for all potential contractors, before entering into an agreement with a contractor. Per OMB Circular A-133 (PROCUREMENT AND SUSPENSION AND DEBARMENT Compliance Requirements): Non-Federal entities are prohibited from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000.00 or meet certain other specified criteria.

_____ This Contractor is a current state employee, or a business in which a current state employee has an interest of greater than 20%;

_____ This Contractor is a spouse, parent, children or sibling of a current state employee, or a business in which a spouse, parent, children or sibling of a current state employee has an interest of greater than 20%; {competitive procurement and financial disclosure both required}

_____ This Contractor is a former state employee (retired or separated) and has been out of state employment for **LESS** than five years; does require AG review for conflict of interest under the Governmental Conduct Code;

_____ This Contractor is a former state employee and has been out of state employment for **MORE** than five (5) years and does not require AG review for conflict of interest under the Governmental Conduct Code;

_____ This PSC DOES COMPLY with the Governor's Guidelines for Contract Review and Re-evaluation and IS an essential CONTRACT for the DEPARTMENT.

This Contractor is a (check one):

FOR PROFIT VENDOR	_____
NOT FOR PROFIT VENDOR	<u> X </u>

LeeAnn Roberts

Date

Signature & Date of Program Manager

Belinda Harland 5-23-17

Contractor & Date

Signature of Agency Representative

Must be an authorize signatory for the Agency.

MEMORANDUM OF AGREEMENT
Between
New Mexico Department of Health
And
Torrance County



This Agreement entered into between **New Mexico Department of Health (DOH)** and **Torrance County**, the entity providing services (Entity), collectively referred to as “the Parties”, hereinafter.

IT IS AGREED BETWEEN THE PARTIES

1. PURPOSE

The purpose of this agreement is to provide primary health care services in underserved areas of New Mexico.

2. SCOPE OF WORK

The Entity shall perform the following work:

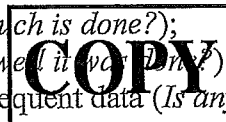
- A. Ensure the provision of primary health care services in underserved areas of the state.
- B. Provide to the Public Health Division (PHD), Annual Projected Level of Operations forms, by the third (3rd) working day in August in each fiscal year.
- C. Provide to PHD by the third (3rd) working day in August in each fiscal year, a Contract Action Plan addressing the following:
 - 1) Estimated level of services;
 - 2) Staffing;
 - 3) Hours of operation;
 - 4) After-hours coverage and emergency care;
 - 5) Prenatal care services;
 - 6) Family planning services;
 - 7) Dental services;
 - 8) Behavioral health services;
 - 9) Ancillary services;
 - 10) Specialty clinics;
 - 11) Referral relationships with EMS (emergency medical services), hospital, dental, behavioral health, and other services;
 - 12) Integration and coordination with public and private providers, and school based health centers;
 - 13) Methods for increasing clinic utilization and other outreach activities;
 - 14) Governing Board and/or Local/Regional Advisory Board information;
 - 15) Evaluation methods; and
 - 16) Any other pertinent information.
- D. Develop, implement and submit a detailed narrative Quality Improvement/Assurance (QI/QA) Plan for each clinic site by the third (3rd) working day in August in each fiscal year.
 - 1) Ensure that QI/QA plan includes clinical services and management services.
 - 2) Ensure that the plan includes the systematic collection and evaluation of patient records.

- 3) Ensure that the plan includes the periodic assessment of the appropriateness of the utilization of services and the quality of services provided.
- E. Submit for PHD approval a monthly invoice for the previous completed month's services, by the third (3rd) working day of each month in each fiscal year.
- F. Enter in the Online RPHCA Reporting System the completed Monthly Level of Operations data for each clinic site for services provided in the previous month by the second (2nd) Friday of each month in each fiscal year. Failure to submit Monthly Level of Operations forms by the second (2nd) Friday of each month may result in payment delays. Should the actual level of services fall below 90% of the projected level for a period exceeding 60 days the CONTRACT may be renegotiated including reviewing and adjusting the amount of payment.
- G. Enter in the Online RPHCA Reporting System a Monthly Summary Narrative Report on the status of the activities toward accomplishment of the scope of work, significant issues and changes, and progress toward meeting the Annual Projected Level of Operation projections, by the second (2nd) Friday of each month, in each fiscal year. Failure to submit Monthly Summary Narratives by the above deadline may result in payment delays.
- H. Ensure through policies and procedures that no person will be denied services because of their inability to pay. These policies and procedures should address the provision of services to medically indigent persons below poverty not covered by third party payors, and those between 100% and 200% of poverty guidelines without third party coverage. Post a notice in a conspicuous location in the patient waiting area, and advertise in the community, local media and other areas that a sliding fee discount is available to eligible persons with income up to 200% of poverty and are not covered by third party payors.
- I. Identify the DOH as a funding source in its facility. Post notice of the funding source in a conspicuous location in the patient waiting area. The DOH should also be identified as a funding source on CONTRACTOR websites.
- J. Notify the PHD in writing within 30 days of receipt of official notification of changes in funding to support the activities identified in this CONTRACT from the following types of sources: state, federal or private foundation grants or contracts. The PHD may reevaluate the need for financial assistance.
- K. Authorize the PHD access to all Health Resources and Services Administration (HRSA) documentation (including site visit reports and findings) relating to the operation of the health centers (if HRSA funded).
- L. Notify the PHD in advance of scheduled visits by HRSA (if HRSA funded).
- M. Assess all patients without third party coverage for Medicaid eligibility, and participate, as appropriate, in on-site Medicaid eligibility determination, presumptive eligibility and Early Periodic Screening, Diagnosis, and Treatment (EPSDT).

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- N. Review Medicaid and Medicare reimbursements to assure maximization of generated revenues and, if appropriate, participate in reimbursement programs under the Rural Health Clinic Services Act or Federally Qualified Health Centers Certification. of generated
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- O. Maintain for inspection the appropriate and most current facility licensure from the Department of Health's Licensing and Certification Bureau, and current New Mexico professional licenses or certification, and Board certification if applicable, for all service providers whose salaries or contracts are supported in whole or part by RPHICA funds.
- P. Maintain for inspection, records of clinic activities and expenditures.
- Q. Participate in clinic site visit(s) conducted by the PHD.
- R. Work with New Mexico Health Resources, Inc. to address health care recruitment and retention issues through participation in Salary Surveys, Vacancy Surveys, and coordination of recruitment efforts. CONTRACTORS are required to complete and submit the annual Salary Surveys and Vacancy Surveys.
- S. Work with the County and/or Tribal Community Health Improvement Council(s) to ensure coordination of its work with the Council's health improvement plan and activities.
- T. Ensure diversity of programs and structure. Ensure that programs offered meet the federal cultural and linguistic access standards to better serve the target population. Maintain or build Board diversity.
- U. Prepare and submit a Health Outcome Measure – Diabetes HbA1c Control Annual Measurement Report by the third (3rd) working day in August in each fiscal year. The report will include the percentage of diabetic patients in the previous calendar year whose HbA1c levels are:
- 1) less than or equal to 7%;
 - 2) greater than 7% and less than 8%;
 - 3) greater than or equal to 8% and less than or equal to 9%; and
 - 4) greater than 9%.
- V. Performance Measures – The Entity shall substantially perform activities related to the following performance measures:
- 1) Population Based Accountability
Improve health outcomes for the people of New Mexico.
Objective: To increase the percentage of patients with diabetes who have controlled and reduced their glucose levels to ensure healthier living.
 - 2) Program Performance Accountability
Expand health care access in rural and underserved areas.
Annual Measure: Number of medical and dental encounters at community-based primary care centers supported by the Department of Health.
 - 3) Results Based Accountability
Required diabetes reports will address:

-extent of HbA1c testing for patients with diabetes (*how much is done?*);
 -percent of patients with HbA1c levels less than 9% (*how well it is done?*); and
 -change measured against calendar 2012 baseline and subsequent data (*Is anyone better off?*).



W. Performance will be monitored and evaluated by periodic on site work reviews, review of narrative and data reports, and scheduled consultations with the PHD.

HCUA –TORRANCE COUNTY

BASIC PRIMARY CARE SUPPORT

BUDGET

Deliverables	FY18
Baseline Reports - Detailed narrative Quality Improvement/Assurance Plan, Contract Action Plan and Annual Projected Level of Operations for each reporting clinic site, received and approved by PHD by the third (3 rd) working day in August, with an invoice not to exceed a total of \$7,600.00.	\$7,600.00
Monthly Services -- From July through May, a monthly invoice which represents adherence to the requirements outlined in the scope of work, received and approved by PHD by the third (3 rd) working day of each month, in the amount of \$5,508.00 not to exceed a total of \$60,588.00.	\$60,588.00
Monthly Services - A June invoice which represents adherence to the requirements outlined in the scope of work, received and approved by PHD by the third (3 rd) working day of the month, in the amount of \$5,512.00 not to exceed a total of \$5,512.00.	\$5,512.00
Health Outcome Measure – Diabetes HbA1c Control Annual Measurement Report, received and approved by PHD by the third (3 rd) working day in August, with an invoice not to exceed a total of \$7,000.00.	\$7,000.00
TOTAL BUDGET	\$80,700.00

3. ADMINISTERING AGENCY

The administering agency is the DOH.

4. COMPENSATION

A. **The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed \$80,700.00. This amount is a maximum and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.**

B. The DOH shall pay to the Entity in full payment for services satisfactorily performed based upon deliverables, such compensation not to exceed \$80,700.00 (as set forth in Paragraph A) including gross receipts tax if applicable. Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article 2, Scope of Work. All invoices MUST BE received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No

invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

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- C. The Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services, and outlining steps the Entity may take to provide remedial action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DOH shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

5. **PROPERTY**

The parties understand and agree that property acquired under this Agreement shall be the property of the DOH.

6. **CLIENT RECORDS AND CONFIDENTIALITY**

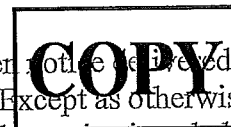
- A. The Entity shall protect the confidentiality, privacy and security of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DOH.
- B. The Entity shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DOH.
- C. The Entity shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information.

7. **FUNDS ACCOUNTABILITY**

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the Office of the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

8. **LIABILITY**

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.



9. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to insufficient appropriation by the Legislature to the DOH. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.*

10. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, the Entity acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

11. **PERIOD OF AGREEMENT**

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **June 30, 2018** or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

12. **FEDERAL GRANT OR OTHER FEDERALLY FUNDED AGREEMENTS**

A. **Lobbying** The Entity shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et. seq., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Entity, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable Federal contract, grant, loan, or cooperative agreement, the Entity shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. **Suspension and Debarment** For contracts which involve the expenditure of Federal funds, each party represents that neither it, nor any of its management or any other employees or independent Entities who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other Federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent Entities are not otherwise ineligible for participation in Federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent Entities. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- C. **Political Activity** No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- D. **Grantor and Entity Information**
1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
 - i. CFDA Number – N/A
 - ii. Program Title – N/A
 - iii. AGENCY/OFFICE – N/A
 - iv. GRANT NUMBER – N/A
 2. ENTITY'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is - N/A
- E. **Entity Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].**
1. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Entity employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.
 2. The Entity shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 3. The Entity shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- F. For contracts and subgrants which involve the expenditure of Federal funds for amounts in excess of \$150,000, requires the Entity to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For contracts which involve the expenditure of Federal funds, Entities that apply or bid for a contract exceeding \$100,000

must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influence or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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- H. For contracts which involve the expenditure of Federal funds, Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- I. For contracts which involve the expenditure of Federal funds, and under which the Entity is considered a subrecipient, the provisions of Appendix A shall apply and are incorporated herein. The operating code of this agreement is 0000000005.

IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico. **The effective date is upon approval of both parties, whichever is later.**

NEW MEXICO DEPARTMENT OF HEALTH

TORRANCE COUNTY

By: _____
Authorized Signature Designee

By: Belinda Herlans

Date: _____

Date: 5-23-17

CERTIFIED FOR LEGAL SUFFICIENCY:

By: _____
Department of Health
Assistant General Counsel

By: _____

Date: _____

Date: _____



*Agenda Item
No. 6*

TORRANCE COUNTY
PROFESSIONAL SERVICES CONTRACT

This contract is entered into this 1st day of July, 2017, by and between the COUNTY of Torrance, hereinafter referred to as "COUNTY", and Presbyterian Medical Services, hereinafter referred to as "CONTRACTOR". The parties agree:

ARTICLE 1. SCOPE OF WORK

- A. The CONTRACTOR shall operate a primary care clinic (the "Clinic") in Mountainair, New Mexico and shall recruit, provide and retain health care personnel to ensure adequate availability of primary health care services at the Clinic. This Contract is only for the provision of primary health care and dental care and shall be restricted to expenditures for those purposes and in accordance with the budget in Attachment I. Such provision of health care personnel may be through direct employment or subcontracting by the CONTRACTOR. All candidates shall be considered on an equal opportunity basis without regard to race, age, color, national origin, sexual orientation, handicap or disability, religion or ethnicity. All candidates must be licensed or certified in the State of New Mexico or be eligible for licenser in accordance with the applicable laws and regulations of the appropriate professional boards.
- B. The CONTRACTOR shall recruit, provide and retain, either directly as employees or through a subcontract, any other personnel necessary for the operation of the Clinic. Whenever possible, as qualifications allow, the CONTRACTOR shall employ or subcontract with residents of the COUNTY.
- C. The CONTRACTOR shall provide not less than a "minimum level of primary health care services" which includes basic primary medical care services provided to the general population by a physician or midlevel practitioner.
- D. The CONTRACTOR shall provide to the COUNTY a copy of policies and procedures which assure that no person will be denied services because of ability to pay. The policies and procedures should address the needs of medically indigent persons below the federal poverty level guidelines who are not covered by third party payers, as well as those between 100% and 200% of the federal poverty level who do not have third party coverage. The CONTRACTOR shall post a notice in a conspicuous location in the patient waiting area that a sliding fee discount is available to eligible persons with income up to 200 percent of the federal poverty level who are not covered by third party payers. A copy of the sliding fee schedule shall be provided to the COUNTY no later than November 15th of the current calendar year.
- E. The CONTRACTOR shall assess all patients without third party coverage for Medicaid eligibility and participate, as appropriate, in on-site Medicaid eligibility determination, presumptive eligibility and EPSDT. The CONTRACTOR shall

provide a monthly report to the COUNTY on the number of presumptive eligibility applications at the Clinic.

- F. The CONTRACTOR shall review Medicaid and Medicare reimbursement to assure maximization of generated revenues. The CONTRACTOR shall provide a monthly report to the COUNTY showing the number of patient encounters, charges by source and revenues by source. Revenues from Medicaid and Medicare shall reflect all payments including any cost settlements with the State or Federal Government. This monthly report shall also delineate any other revenues and the amounts received, including Federal Section 330 funds, other Federal or State grants, County indigent funds, interest earnings, donations and all other sources of revenue for the Clinic or its services. This monthly report shall be provided no later than the tenth of each month for the preceding month. In addition, the following reports need to be provided by August 1st of each fiscal year:
1. Detailed narrative Quality Improvement/Assurance Plan
 2. Contract Action Plan
 3. Annual Projected Level of Operations for the clinic
 4. Health Outcome Measure – Diabetes hbA1c Control Annual Measurement Report
- G. The CONTRACTOR shall bill and collect payments for all billable patient care services. The CONTRACTOR shall maintain records to identify patient care encounters and collections including revenue source. The CONTRACTOR shall implement billing systems that will maximize collections of patient revenues.
- H. The CONTRACTOR shall maintain medical records at the Clinic and comply with all State and Federal regulations governing the maintenance and confidentiality of medical records.
- I. The CONTRACTOR shall maintain personnel records on all employees and conduct at least annual performance reviews. The CONTRACTOR shall also perform an annual performance review of any provider retained through contractual arrangements.
- J. The CONTRACTOR shall collaborate with all local health organizations, public or private providers to avoid duplication of services and to promote maximum efficiency.
- K. The CONTRACTOR shall submit a detailed invoice to the Torrance County Manager's Office by the tenth day of every month, reflecting the total allowable expenses incurred for the previous month.
- L. The CONTRACTOR shall maintain appropriate licenses for the Clinic and staff.

- M. The CONTRACTOR shall submit monthly written reports describing all activities and services of the Clinic to the Torrance County Manager's Office by the tenth day of each month or more frequently if requested. Such reports shall be in a format as provided by the State Department of Health.
- N. The CONTRACTOR shall supply personnel, supplies, equipment and any other clinic needs at the CONTRACTOR'S expense in accordance with the budget attached to this Contract Attachment I.
- O. The CONTRACTOR shall participate in program evaluation site visits conducted by the Department of Health, Community Health Systems Division.
- P. The CONTRACTOR shall identify Torrance County as a funding source of the Clinic. The CONTRACTOR shall post notice of this funding source in a conspicuous location in the patient waiting area.
- Q. The CONTRACTOR shall provide to the COUNTY written documents of the Clinic's licenser status no later than December 1st of the current year.
- R. The CONTRACTOR shall submit to the County by August 1st of the current calendar year a plan for the clinic which includes the following:
1. Estimated level of services for primary health care and dental health care, including staffing, hours of operation, after hour coverage and other relevant information.
 2. Detailed information on ancillary services to be provided including lab, x-ray, pharmacy and any other ancillary services, including information on what services will be provided at the Clinic facility.
 3. Detailed information on any specialty clinics to be provided at that Clinic facility and the hours of services.
 4. An explanation of the referral relationships with EM, hospitals, dental and other care services.
 5. An explanation of how integration and coordination with all public and private providers will be accomplished.
 6. A plan for increasing the Clinic utilization.
 7. An explanation of proposed outreach activities to increase awareness of the Clinic's services.
 8. Evaluation methods to determine the effect of the Clinic activities on the overall health of residents in the COUNTY.

ARTICLE 2. COMPENSATION

For services satisfactorily performed pursuant to the Scope of Work, the CONTRACTOR shall be reimbursed by the COUNTY a total amount not to exceed \$109,600.00 (of which \$102,000 is for the daily operations and \$7,600 is for the Health Outcome Measure – Diabetes hbA1c Control Annual Measurement Report). Allowable reimbursable cost shall be only as outlined in the Budget, which is hereby made a part of this Contract as Attachment I.

ARTICLE 3. PAYMENT

Payment under this contract shall be on the basis of reimbursement of costs incurred and allowable under the cost categories identified in the Budget, Attachment I. Cost claimed for reimbursement must be substantiated. The CONTRACTOR shall submit to the COUNTY at the close of each month, an invoice reflecting the total allowable costs incurred during the preceding month. Source documentation of the actual expenditures reimbursed shall be made available to the COUNTY without notice in accordance with the Article II, Records and Financial Audit of this Contract, for inspection.

ARTICLE 4. TERM

This Contract shall be effective July 1, 2013 and shall terminate on June 30, 2016.

ARTICLE 5. TERMINATION

- A. The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:
1. Either the COUNTY or CONTRACTOR may terminate this Contract without cause upon thirty (30) days written notice to the other party.
 2. If the CONTRACTOR fails to comply with any terms, conditions, requirement or provisions of this Contract, the COUNTY shall notify the CONTRACTOR in writing and, should the CONTRACTOR not remedy such failure within a period of time specified in writing by the COUNTY, the Contract may be terminated immediately following the end of the time period for remedial action.
 3. If, during the term of this Contract, the CONTRACTOR or any of its offices, employees or agents commit client abuse, neglect or exploitation, malpractice, fraud embezzlement or other serious misuse of funds, the COUNTY may terminate this Contract immediately upon written notice to the CONTRACTOR.

4. The COUNTY may terminate this Contract pursuant to the Appropriations Article of this Contract.

B. By the methods of termination provided in this subsection, neither party may mollify obligations already incurred for the performance or failure to perform prior to the date of termination.

ARTICLE 6. TERMINATION MANAGEMENT

If this contract is terminated pursuant to the provisions of this Contract or if the parties mutually agree to discontinue their contractual relationship or upon expiration of the term of the Contract, immediately upon receipt by either the COUNTY or the CONTRACTOR of written notice of termination the CONTRACTOR shall: 1) Not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without the written approval of the COUNTY. 2) Not make any new purchases. 3) Comply with all directives issued by the COUNTY in the notice of termination as to the performance of work under this Contract. 4) Take such action as the COUNTY shall direct for the protection, preservation, retention or transfer of all property listed to the COUNTY and contact records generated under this Contract. 5) On the date of termination of this Contract, the CONTRACTOR shall furnish to the COUNTY: a) a complete detailed inventory of nonexpendable COUNTY property as defined in the Property Article of this Contract and b) a final closing of the financial records and books of accounts which were required to be kept by the CONTRACTOR under the provision of this Contract regarding financial records.

ARTICLE 7. STATUS OF CONTRACTOR

The CONTRACTOR and its agents and employees are independent CONTRACTORS performing professional services for the COUNTY and are not employees of the COUNTY. The CONTRACTOR and its agents and employees shall not, as a result of this agreement, accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the COUNTY.

ARTICLE 8. GOVERNING BODIES

A. The parties agree that the Governing Bodies of the CONTRACTOR shall have the right and responsibility to establish policy for the CONTRACTOR and shall be elected to ensure that such policy is established by the Governing Bodies in an impartial and independent manner. Nothing herein shall in any way restrict the authority of the GOVERNING BODIES from appropriately delegating day-to-day management responsibilities of its employees, agent or agents. By such delegation, employees and/or agents for the CONTRACTOR, must conduct the operation of the CONTRACTOR consistent with the policies and procedures approved by the Governing Bodies.

- B. No employee of the CONTRACTOR, including the Executive Director, shall be a member of any Board or Council of the Councils, that employee shall resign from that Board or Council or shall resign his employment on the staff of the CONTRACTOR effective no later than three (3) weeks after the beginning date of this Contract.
- C. If the CONTRACTOR is not a corporation but a single proprietorship or partnership, the above requirements of paragraphs A and B do not apply.

ARTICLE 9. ASSIGNMENT

The CONTRACTOR shall not assign to transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the COUNTY.

ARTICLE 10. SUBCONTRACTING

The CONTRACTOR shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the COUNTY. The CONTRACTOR must provide a copy of all approved subcontracts and any amendments to the COUNTY.

ARTICLE 11. RECORDS AND FINANCIAL AUDIT

The CONTRACTOR shall maintain detailed time records which indicate the date, time and nature of services rendered during the Contract term and retain them for a period of three (3) years from date of final payment under the Contract. The records shall be subject to inspection by the COUNTY, the State of New Mexico Department of Finance and Administration, the State Auditor and its agents. The COUNTY shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the COUNTY to recover excessive or illegal payments.

ARTICLE 12. AUDIT REQUIREMENTS

- A. If the total compensations received under this Contract exceed \$20,000, the CONTRACTOR shall determine the extent of and make arrangements for auditing fiscal and performance compliance.
- B. If the CONTRACTOR receives at least \$25,000 in federal funds under this or any combination of state contracts, the CONTRACTOR shall determine the extent of and make arrangements for auditing fiscal and performance compliance in accordance with the requirements of Federal Office of Management and Budget Circulars A-128, A-133 and the Single Audit Act.

- C. All audits performed under the requirement of paragraphs A and B above shall be done at the CONTRACTOR'S expense. The CONTRACTOR shall make arrangements to have its audit completed by not later than six (6) months after the end of the CONTRACTOR'S fiscal year. Within fifteen (15) days of completion, the CONTRACTOR shall send two (2) copies of the audit report and management letter to the COUNTY.

ARTICLE 13. STANDARDS FOR LICENSING

The CONTRACTOR shall comply with all applicable state and federal laws and regulations concerning professional and health facility licensing and certification requirements and any other applicable legal requirements.

ARTICLE 14. DISCLOSURE OF INFORMATION

- A. It shall be the responsibility of the CONTRACTOR to protect the identity, directly or indirectly, of individual clients receiving services provided through this Contract. For purposes of COUNTY audits, research or program evaluation, client records shall be disclosed to the COUNTY under the following circumstances: 1) If the client gives written consent for disclosure, (2) If all identifying information excluded from the client's record or (3) If disclosure is pursuant to any applicable laws or regulations.
- B. Disclosure of client information shall be made to the COUNTY as necessary for the proper administration of this Contract. The COUNTY shall maintain the confidentiality of all client records, irrespective of whether or when the client ceases to be a client.
- C. The CONTRACTOR agrees to retain the client records of all clients served during the term of this Contract and also for a period of at least three years from the last date client services provided unless the client records are transferred to another custodian of the records pursuant to the Termination Management Article of this Contract. Retention or disposal of the client records following the three year period remains within the discretion of the CONTRACTOR.

ARTICLE 15. PROGRAM EVALUATIONS

- A. In order to monitor the performance of services and compliance with the provisions of this Contract by the CONTRACTOR, employees of the COUNTY and/or State and Federal agencies which have provided funds under this Contract or their duly authorized representatives, shall visit the offices of the CONTRACTOR when necessary to examine the CONTRACTOR'S operations and records. Client record shall be reviewed in accordance with the Disclosure of Information Article.

B. Site visits shall be conducted by the COUNTY and follow-up site visits shall be conducted when appropriate. Advance notice of the annual site visit shall be provided by the COUNTY to the CONTRACTOR except when exigent circumstances exist. Follow-up site visits and other visits may be made by the COUNTY without advance notice to the CONTRACTOR.

ARTICLE 16. RELEASE

The CONTRACTOR, upon final payment of the amount due under this Contract, released the COUNTY, its officers and employees and the State of New Mexico from all liabilities, claims and obligations not assumed herein by the COUNTY or the State of New Mexico, unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE 17. INDEMNIFICATION

The Contractor will indemnify and hold harmless the COUNTY, including payment of costs and attorney fees, against all claims, suits, liability or damages which may be brought, found or levied against the COUNTY as a result or arising out of the services and actions of CONTRACTOR under this contract.

ARTICLE 18. GENERAL AND PROFESSIONAL LIABILITY

As between the parties, each part will be responsible for liability arising from personal injury or damage to people or property occasioned by its agents or employees in the performance of this agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq. NMSA 1978).

ARTICLE 19. PRODUCT OF SERVICES COPYRIGHT

All materials developed or acquired by the CONTRACTOR under this Contract shall become the property of the State of New Mexico and shall be delivered to the COUNTY no later than the termination date of this Contract. Nothing produced in whole or in part, by the CONTRACTOR under the Agreement shall be the subject of an application for copyright or on behalf of the CONTRACTOR.

ARTICLE 20. CONFLICT OF INTEREST

The CONTRACTOR warrants that the 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.

ARTICLE 21. AMENDMENT

This Contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

ARTICLE 22. SCOPE OF AGREEMENT

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

ARTICLE 23. APPLICABLE LAW

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

ARTICLE 24. APPROPRIATIONS

The performance of this CONTRACT is subject to the condition precedent that sufficient funds are appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government. If sufficient appropriations, authorizations, are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of CONTRACT funds available for expenditure by the COUNTY, this CONTRACT may be terminated or unilaterally amended to a lower amount of funds upon written notice by the COUNTY to the CONTRACTOR. If the COUNTY proposes a CONTRACT amendment to unilaterally reduce CONTRACT funding, the CONTRACTOR shall have the option to terminate the CONTRACT upon thirty (30) days written notice to the COUNTY, or re-negotiate a reduced scope of service.

The decision of the COUNTY as to the amount of the CONTRACT funds available for expenditure from the appropriation and/or allocations shall be final and binding on the CONTRACTOR.

ARTICLE 25. BONDING

Each person employed by the CONTRACTOR who handles funds under this Contract, including persons authorizing payment of such funds, shall be covered by the terms of a fidelity bond providing for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of the CONTRACTOR'S employees, either alone or in collusion with others and (2) failure of the CONTRACTOR or any of its employees to perform faithfully his duties or to account properly for all monies and property received by virtue of this

position of employment. This fidelity bond shall be in the amount of not less than Ten Thousand dollars (10,000.00).

ARTICLE 26. PROPERTY

Title to all property furnished by the COUNTY shall remain in the COUNTY. Title to all property acquired by the CONTRACTOR, including acquisition through lease-purchase Contract, for the cost of which the CONTRACTOR is to be reimbursed as a direct item of cost under the Contract shall immediately vest in the COUNTY upon delivery of such property to the CONTRACTOR. Title to other property, the costs of which is to be reimbursed to the CONTRACTOR, under this Contract, shall immediately vest in the COUNTY upon (1) issuance for use of such property in the performance of this Agreement or (2) use of such property in the performance of this Agreement or (3) reimbursement of the cost thereof by the COUNTY, whichever first occurs.

Title to the COUNTY property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

The CONTRACTOR shall maintain a property inventory and administer a program of maintenance, repair and protection of COUNTY property so as to assure its full availability and usefulness for performance under this Contract.

In the event the CONTRACTOR is indemnified, reimbursed or otherwise compensated for any loss or destruction of, or damage to COUNTY property during the period of this Contract, it shall use the proceeds to repair or replace the COUNTY property.

ARTICLE 27. EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR hereby agrees to comply with the Civil Rights Act of 1964 (42 U.S.C.200d, et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.), Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Discrimination Act of 1975 (42 U.S.C. 12150 et seq.) and all other applicable federal and state laws and regulations. These laws and regulations prohibit discrimination on the grounds of race, color, national origin, sex, age, religion, sexual preference, medical condition, handicap or disability. The CONTRACTOR also agrees to comply with all relevant rules, regulations, and orders of the U.S. Secretary of Labor.

The agreement is binding on the CONTRACTOR, its successor, transfers, assignees and subcontractors as long as they receive funding or other assistance originating from the COUNTY or retain possession of any property belonging to the COUNTY.



Agenda Item
No. 7

RPHCA Program FY18
Annual Projected Operations Form - Page 1

revised 4-4-2016

Organization Name: Torrance County Commission		Contract #	
Reporting Site: Mountainair Family Health Center		# of Clinics 1	
Action Plan Item		Projected Annual Target	
Level of Operations	Total Number of Primary Care Encounters	4,800	
	By Provider Type:		
	Physician Encounters	200	
	Midlevel Practitioner Encounters	3,700	
	Dentist Encounters	n/a	
	Dental Hygienist Encounters	n/a	
	Behavioral Health Encounters	900	
	All Other Licensed/Certified Provider Encounters	n/a	
	By Payment Source:		
	Sliding Fee Encounters-Medical	221	
	Sliding Fee Encounters - Dental	n/a	
	Medicaid Encounters - Medical	2,250	
	Medicaid Encounters - Dental	n/a	
	County Indigent Encounters	n/a	
	Other 3 rd Party Encounters	1,065	
Medicare Encounters	1,239		
100% Self Pay (non-discounted/non-3 rd party) Encounters	25		
Unduplicated Number of Users	Total # of unduplicated users	1,208	
	At or Below Poverty	655	
	Between Poverty and 200% of Poverty	492	
	Above 200% of Poverty	61	
	Unknown	n/a	
Staffing Level	Administrative Staff	2.25	
		Clinical FTEs	Admin FTEs
	Physicians	0.1	n/a
	Certified Nurse Practitioners	1.0	n/a
	Physician Assistants	n/a	n/a
	Certified Nurse Midwives	n/a	n/a
	Dentists	n/a	n/a
	Dental Hygienists	n/a	n/a
	Behavioral Health Professionals (linked to BH encounters)	1.5	n/a
	Community Health Workers		n/a
	Clinical Support Staff		2.0
All Other Staff		1.5	
Primary Care Financial Information	Total Primary Care Revenues - all sources	684,652	
	Sliding Fee Revenues - Medical	13,893	
	Sliding Fee Revenues - Dental	n/a	
	Medicaid Revenues - Medical	350,553	
	Medicaid Revenues - Dental	n/a	
	County Indigent Fund Revenues	n/a	
	Other 3 rd Party Revenues	75,193	
	Medicare Revenues	141,769	
	100% Self Pay (non-discounted/non-3 rd party) Patient Revenues	1,544	
	Contracts/Grants Revenues (including RPHCA)	101,700	
	Total Primary Care Expenditures	672,749	
	Total Primary Care Charges	811,186	
	Sliding Fee Discounts - Medical	61,802	
Sliding Fee Discounts - Dental	n/a		

RPHCA Program FY18
Annual Projected Operations Form - Page 2

revised 4-4-2016

Organization Name: Torrance County Commission		Contract #
Reporting Site: Mountainair Family Health Center		# of Clinics 1
Projected User Information	Total Number of Users to be Served	1,208
	Number Female	686
	Number Male	522
	Number Hispanic	552
	Number Non-Hispanic White	380
	Number Native American	11
	Number Black	6
	Number Other	259
	Total Number by Age Category	
	0-12	203
	13-19	145
	20-44	288
	45-64	326
	65+	246
Number of Medicaid Users	513	
Reimbursement Rates	FQHC	\$162.39
	RHC	n/a
	Other (specify)	n/a
	Other (specify)	n/a
Board Meetings	Does the Governing Board meet on a regular basis? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	Indicate dates and time of meetings. (example: 3rd Tuesday of each month at 7pm) The PMS Board of Directors meets monthly.	
	If applicable, does the Advisory Board meet on a regular basis? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	Indicate dates and time of meetings. (example: 3rd Tuesday of each month at 7pm) The RCGC meets quarterly.	
Prepared by: Lisa Stephens, Grants and Contracts Manager		Date: 6/26/2017

NARRATIVE/CONTRACT ACTION PLAN FOR FISCAL YEAR 2018

Contractor: Torrance County Commission
Reporting Site: Mountainair Family Health Center

Estimated level of services for primary health care: *Include a listing of the types of services offered. Please explain if services will be the same, increased or decreased in comparison to FY17. Failure to achieve 90 percent of projections could result in funding reductions.*

The Mountainair Family Health Center provides primary care services either directly by Mountainair staff or facilitated through contracts and referral arrangements. The following health care services are provided directly at the Center:

- Primary medical services
- Preventive health services
- Limited diagnostic lab
- Pharmacy
- Referral to supplemental service providers and hospitals
- Health education
- Disease screening and infection control
- Immunizations
- Family planning
- Mental health and substance abuse services
- Comprehensive community support services

The clinic delivers the following services through contract or referral arrangement:

- Obstetrical delivery
- Emergency medical services
- Mammography
- Complex diagnostic lab
- Radiology
- Case management for public insurance and assistance
- Medical sub-specialty care (cardiology, orthopedics, ophthalmology, etc.)
- Preventive dental services
- Restorative dental services

Preventive care is an important element of the Health Center's commitment to the community. The preventive services that are offered include: well child checks, well women's care which includes PAP tests and breast exams, health education, fluoride level testing, prenatal care, screening for hypertension, diabetes, cholesterol, hearing, vision, colon cancer and sports physicals. The health center will also work to update all immunizations on children who visit the clinic. In addition it provides individual education to patients regarding a wide variety of issues (e.g., diet, diabetes counseling, cholesterol, exercise, family planning, HIV/AIDS and other STD's) and immunizations are provided to adults and children in the area. Staff also participates in community outreach activities including the Mountainair health fair, conducting blood pressure and glucose screening at the senior center, and doing BMI

screening regularly at the local Jazzercise classes. MFHC provides laboratory services and pharmacy on site for sliding fee patients. All third party covered patients are referred to the local pharmacy.

In FY18 the MFHC anticipates providing 4,800 **primary care** encounters, to include 3,900 medical and 900 behavioral health encounters. This is an increase from FY17 projections, and is consistent with current/projected staffing levels and performance.

Staffing: *List the staff positions and job classification for all primary care providers and other key personnel.*

The Mountainair Family Health Center is staffed by the following positions:

<u>Position</u>	<u>FTE</u>
Physician/Medical Director	0.10
Nurse Practitioner	1.0
Medical Assistant II	1.0
Administrator II	1.0
Administrative Assistant	Vacant 0.25
Customer Access Representative	1.0
Custodian	0.5
Clinical Services Admin BH	0.4
BH Telehealth	0.1
Medical Assistant II	Vacant 1.0
MH Therapist	1.0
Community Support Worker	1.0

The staffing organization for the MFHC includes a Clinic Administrator who has administrative oversight of day-to-day operations of the center. In addition, the Administrative staff supports reception, secretarial, registration, scheduling, and billing/collections activities. The health center has a Certified Family Nurse Practitioner who manages the medical support staff and has site-specific clinical oversight of patient care and service delivery. The medical staff report on all clinical issues to the Clinic's Medical Director who reports to the Corporate Medical Director and works closely with the PMS office of Clinical Affairs. All staff report to the Clinic Administrator. Mental Health Therapist delivers behavioral health services within the limitations of her license and reports clinical issues to the Corporate Director of Behavioral Health. MH Therapist is under administrative supervision of the Clinic Administrator.

Recruitment and Retention: *Indicate current vacancies, and outline recruitment and retention efforts (including involvement with NM Health Resources, Inc.).*

MFHC has a vacant 1.0 FTE Medical Assistant II and a 0.25 Administrative Assistant position vacancies at this time. We have made an offer to an MH Therapist candidate and hope the position will be filled soon. PMS has a standardized procedure for recruitment across programs. Positions are posted through the Corporate Offices Human Resources Department. PMS has a dedicated recruitment staff assigned primarily to professional recruitment activities; this staff attends national recruitment events. Position postings are advertised in local, regional, national or special target population print or electronic media. Local, regional and/or statewide newspapers are used as a primary communication source dependent upon the type of position available and the likelihood of viable candidates accessing the

advertisement. When vacancies occur in professional medical positions, the clinic utilizes the recruitment services of the PMS Recruitment Department, Corporate Clinical Affairs Office, New Mexico Health Resources, private recruitment firms, Medical School contacts, and the Human Resource Department to promote recruitment efforts. The clinic also utilizes the PMS Website Jobs Page to complement their recruitment efforts. Recruitment is an ongoing effort with varying degrees of success. The system has improved its recruitment and retention options by adjusting professional salary scales upward to reflect similar positions in the region and affected disciplines. This provides a foundation for posturing with new and existing employees in a more competitive salary market. When clinical vacancies occur that will lead to a reduction in encounters during the contract period, the clinic will utilize Locum Tenens from the UNM School of Medicine, New Mexico Health Resources and private sources to assure that direct service delivery is maintained.

Hours of operation: *List the hours of operation for the clinic(s) in the health care underserved area (HCUA), indicate if the clinic closes during the lunch hour. Are all services provided during these hours or is a particular service offered only on certain days? Are there expanded hours of operation certain days of the week?*

The clinic is open Monday, Tuesday, Wednesday, Thursday and Friday from 8 AM to 12:30 and 1:30 PM to 5 PM. BH services are provided during all hours of operation; medication management is available two days per month.

After-hours coverage and emergency care: *Describe the procedures in place to serve patients who call after the clinic is closed for the evening and/or weekend. Describe how emergency situations are handled within the clinic during working hours.*

After hours calls are handled by a voicemail system that instructs patients to call 911 in an emergency. For clients having a BH emergency we call the 24-hour NM CAL Crisis response line. We also ask that the caller leave a message for non-emergent conditions so the clinic can contact them during the next business day. If an emergency situation develops during the course of normal business hours clinic staff stabilize the patient and call 911 for transport to an area hospital for an appropriate level of care.

Dental services: *If these services are provided by your organization, explain what is provided and how those services are coordinated with medical services?*

MFHC does not offer dental services. We do refer to Estancia FHC as needed or to the dentist of their choice.

Behavioral Health services: *If these services are provided by your organization, explain what is provided and how those services are coordinated with medical services?*

We now have a 1.0 FTE therapist and a 1.0 Community Support Worker. Warm hand-off takes place between medical and behavioral health. Medical and BH staff work closely together in the coordination of care. We also offer medication management services 2 days a month.

Ancillary services: *List the types of ancillary services (such as lab, x-ray, pharmacy) provided or supported by your organization, if applicable.*

Limited laboratory and pharmacy services are provided at the Mountainair Family Health Center. Patients have access to limited pharmacy services at the clinic and also have the option of accessing pharmacy services through private pharmacy services in Mountainair.

Specialty clinics: *If applicable, list the types of specialty clinics sponsored by your organization.*

The clinic does not offer any specialty services or clinics on-site.

Referral relationships with EMS, hospital, dental, behavioral health and other services:
Briefly describe the referral mechanisms in place for these services. Provide detailed procedure following and/or referring a patient requiring hospitalization.

Referral Process: Referrals to specialty care are managed in a consistent manner by several key staff members. Specialty referrals are made to physicians in Albuquerque and to specialty services provided by UNMH. There is great difficulty in accessing these services in the private sector for patients with restricted income so case management becomes a major supporting factor in this process. The clinic routinely refers chronically ill children to Children's Medical Services.

Referral Relationships with area hospitals: A positive Hospital referral relationship continues with UNMH, Presbyterian, Lovelace and the VA. The county does not have a hospital so the majority of patients needing inpatient services are referred to Bernalillo County hospitals through their Emergency Room. Our providers have a close working relationship with these hospitals making referral access easy and discharge back to the clinic standard procedure.

Emergency Services Provision: MFHC uses the local EMS system as their medical back-up system when a clinic patient presents with a medical condition that exceeds their practice capability and the patient needs stabilization, referral and transportation to secondary or in-patient services. The local EMS system is very responsive and serves as an integral component of the local health care system.

Coordination with Dental Programs and Behavioral Health: Mountainair Family Health Center does not directly provide dental services. The management relationship between MFHC and PMS has enhanced the clinic's ability to have a close oral health referral relationship with Esperanza Family Health Center located in Estancia (25 miles away). Dental services at Esperanza Family Health Center are available 3 days a week from 7:30 am to 5:30 pm. This dental service referral relationship is extremely valuable to all patients, especially Medicaid patients who have significant difficulty accessing the private sector for services. In the event that a patient prefers referral outside the system to a local or regional dentist, information is provided to the patient that will allow them to select an alternate source of services. The Esperanza Family Health Center Dentist has established referral relationships for specialty care, including oral surgery and orthodontia.

Coordination with School-Based Programs and Other Programs: MFHC coordinates services for Head Start and Early Head Start children and provides sports physicals for local school athletes. The clinic Administrator serves on the SHAC (School Health Advisory Committee). The former school based lead coordinator is on the health center regional advisory committee.

Health Center staff, working with the receptionist for the clinic is responsible for the oversight of the follow-up process on hospital discharges, specialty referral follow-up, and laboratory result review with

the provider, signing abnormal findings and instructing staff on necessary contact with patients, as well as reviewing each no show to determine the need for follow up. Clinic staff also ensures that no show patients receive appointments if necessary and sends reminders to patients requiring follow up on pap smears, mammography screens, or other tests or treatments.

Integration and coordination with public and private providers:

RPHCA contractors are expected to work cooperatively with local DOH programs. Describe participation in collaborative efforts with other providers in the community or region (i.e. participation with community health councils, activities of local/regional primary care advisory boards, activities with the Department of Health Public Health Offices, etc.). Include a description of proposed and on-going collaborative efforts and projects designed to avoid duplication and improve integration of services.

Collaborative Relationships intended to avoid duplication and improve service integration that are in place and will continue during this project period include but are not limited to:

- The MFHC is an integral organizer and participant in the Partnership for a Healthy Torrance County Annual Health Fair.
- The Health Center Administrator is a member of the Partnership for a Healthy Torrance County- Health Council, providing a voice for the Mountainair residents in any health care concerns.
- The Health Center Administrator is an active Rotarian and is Secretary of the Estancia club.
- The Health Center Administrator is an active member of the Mountainair Chamber of Commerce.
- The Health Center Administrator is an active member of the Mountainair School District SHAC (School Health Advisory Committee)
- Clinic Staff provide outreach at the Senior Center, providing blood pressure and glucose screening regularly.
- The Torrance County Manager is an active member on the Regional Health Advisory Committee.
- Health Center provides health screening for Head Start children and Health information to Head Start parents through parent' night activities.
- The Health Center Administrator and BH Clinical Services Administrator are members of the PHTC Behavioral Health Alliance representing Torrance County.
- The Health Center Administrator is a member of the executive board of the Juvenile Justice Board.

These links represent a broad spectrum of services to the underserved in the county and assure that the clinic will have constant exposure to the needs of vulnerable populations in the service area. PMS and

the Torrance County Commission have developed a strong working relationship. These collaborations will be sustained during the coming year.

Coordination with Public Health: MFHC coordinates the delivery of immunization services at the clinic as a Vaccine for Children provider. The clinic also coordinates community health promotion and disease prevention activities with the PHD. The Center participates with the Public Health Department by serving as a site for Breast and Cervical Cancer Screening, childhood and adult immunizations, HIV testing; and family planning and communicable disease testing

Outcomes of the collaborative efforts and their impact on the community: The clinic expects the overarching outcome of these collaborations to include strong and positive working relationships with the local school district, Public Health Department, local Advisory Board, County Commissioners, Head Start providers and area schools. The clinic also expects outcomes that enhance visibility of the clinic and improve access to service for a population base that may not know it is available. Community prevention and health promotion education focused on undetected diseases, immunizations and screening will help identify patients and potential patients who have service needs intended to improve their quality of life. It is imperative that these activities focus on issues related to the impact of uncontrolled chronic diseases. In order to begin to deal with issues such as this there must be ongoing efforts to bring diverse groups together and it is hoped that more coordination with the local health promotion and prevention initiatives will allow the focus to be on the residents and the identification of functional activities that can bring changes to bear that can improve the health status of the community. These collaborative initiatives are also intended to reduce gaps in service and avoid duplication allowing the community to benefit from effective use of scarce resources to meet their needs.

Involvement in local or county health councils: The Health Center Administrator is a member of the Torrance Health Council, providing a voice for the Mountainair residents in any health care concerns. Clinic staff work closely with County appointed health advisory boards to conduct ongoing community needs assessments and develop appropriate local responses.

In addition to the collaborative efforts described above, the clinic strives to assist the state in addressing the desired outcomes of the Public Health Division: The presence of this clinic improves the supply of community-based primary care services to underserved areas and populations. As this clinic evolved clinic staff used coordination, collaboration and partnership methods to address other Public Health Outcome areas. Key to their methodology was relying on existing county public health initiatives and sustaining these initiatives in Mountainair by collaborating with program providers and offering them satellite options in the clinic.

The MFHC has been an integral part of the community for many years. MFHC works closely with the local health planning council and collaborates in its initiatives. The health center provides any necessary support needed by Head Start children and their families through periodic presentations to the children and parents on health related issues. The Health Center works closely with the local schools to provide immunizations. Mountainair Family Health Center will continue to collaborate with local organizations to provide the greatest level of health care services and health education to the rural population of Mountainair.

Methods for increasing clinic utilization and other outreach activities for indigents: *What is being done or planned to reach and/or serve persons including the medically indigent population who are not currently being served by your organization or other providers? Is there a way to increase utilization within the HCUA? Have you reached capacity?*

The Mountainair Family Health Center is one of two Torrance County primary care sites that provide sliding fee scale access to care. The clinic addresses the unmet need for services in Torrance County by providing primary care to all patients who seek services especially those who have experienced difficulty finding a medical home in other area practices due to costs, lack of transportation, distance barriers or failure of practice sites to accept their form of payment for services. The service area surrounding Mountainair is geographically remote making it a central access point for a 100% rural population. The community has strong ownership of the clinic and uses the service as their first choice for care saving them long trips to Albuquerque to see a provider. MFHC actively collaborates with the Public Health Department to coordinate services, especially for vulnerable populations, and focuses on public health priorities to reduce duplication of services and conduct outreach to the medically underserved.

In order to maintain our patient base, the Mountainair Family Health Center staff sustains regular interactions at the local senior citizen center, local exercise groups and any other community opportunities that present themselves. These populations are important users of the clinic facilities and represent a communication link to family members who also use the clinic. We are providing blood pressure checks and some health education at community events, senior programs, schools etc. as a strategy for promoting referrals to the clinic and/or providing information to the community at large about the availability of services at the clinic. Clinic staff is also doing presentations through Rotary to other local groups, such as the Head Start program. We continue to accept new patients. We are providing more informational fliers within the community promoting services offered at the clinic. The clinic also works with the county, local government agencies, schools, faith community, and other low income serving agencies to assure the indigent populations are aware of their ability to access affordable primary care services. The clinic has a stable population of users who are very committed to the clinic and market it to the community on their own as well. The health center has not reached full capacity but remains very busy.

Governing Board and/or Local Regional Advisory Board: *Describe proposed activities, planned meetings, special projects, roles and responsibilities in collaboration/coordination discussions. Describe how the actions of the board are communicated with clinic staff. Describe process for handling patient, employee and community concerns. Please ensure that the Board Roster is uploaded in the RPHCA Online systems.*

Organizational Structure: The Torrance County Commission is the governing body of the Mountainair Family Health Center. The Governing Board passes ordinances, resolutions and regulations necessary to affect the powers granted to it. Ordinances passed by the governing body cannot be inconsistent with applicable federal and state laws and constitutions, except to the extent allowed pursuant to the N.M. Constitutional home rule provisions. The Torrance County Commission is currently operating the Mountainair Family Health Center through a Professional Services Contract with Presbyterian Medical Services who is responsible to the County Commission for its day-to-day operations and compliance with regulations related to funding sources, licensing agencies and clinical practice. The Commission will manage the Professional Service Contract with PMS and PMS will manage the clinic under the terms of the contract. Clinic employees are employees of PMS. The clinic has its own clinic administrator and provider who make local management decisions with the PMS Central Region

Director. The Region Director reports to the PMS Executive Vice President who is located at the Corporate Office in Santa Fe and is responsible for overall System operations. The Region Director, in concert with the PMS Executive VP, provides staff with access to appropriate PMS support service staff in the areas of information systems, billing/collections, recruitment, clinical affairs, licensing and accreditation, and any other area deemed appropriate.

Although the clinic is governed by the Torrance County Commission, the Mountainair Family Health Center Advisory Board has representation in the PMS Guidance Council organizational structure. PMS is governed by its Board of Directors and has incorporated the Mountainair Family Health Center Health Advisory Board into its clinic Guidance Council system. The PMS Governing Board's primary focus is the oversight of primary care services to medically underserved communities. Many members of this Board are previous members of local Advisory Boards, therefore they are very sensitive to input from local communities. PMS Board members live throughout the State of New Mexico representing the target populations served by PMS programs. The Board is specifically responsible for the following: defining the role and purpose, goals and objectives of the corporation; selecting, evaluating the President of the corporation; establishing personnel policies and procedures; establishing policy for financial management practices; evaluating program activities; adopting health care policies; establishing an ongoing quality improvement/professional affairs and quality assurance program; reviewing the credentials of and appointing physicians, as appropriate; reviewing corporation activities for compliance with applicable federal, state and local laws and regulations; supervising the conduct of the corporations affairs generally in the manner and to the extent commonly pertaining to organizations of the corporations type and purpose. The Governing Board's functions and responsibilities are outlined in the PMS Bylaws that can be found in the State's PMS Institutional File. The Advisory Board is instrumental in the continued successful operation of the center and assures community input into activities. The Advisory Boards role is to serve as advisors on the local needs of the community, clinic user needs and clinic implementation strategies to the contractor who manages the clinic. Their specific activities include establishment of operating guidelines that define the purpose of the Advisory Board; define the appointment and terms of members; the size, composition and leadership of the Advisory Board; set meeting schedules; refine functions of the Advisory Board; and set forth a statement on nepotism and conflict of interest. Members are residents of the service area and/or consumers of services. Members are representative of the social, economic, linguistic, ethnic, and racial target population characteristics. The Advisory Board meets on a regular basis to consider and provide input on clinic operating decisions related to budget, scope of services, payment policies and procedures, hours of operation and staffing.

Patient Concerns Policies: All individuals interacting with PMS are treated with dignity, care, and respect. PMS recognizes and observes the rights of clients/patient/families/guardians/residents/visitors (customers) to grieve and/or articulate compliments about conditions, treatments, or actions with which they are satisfied or dissatisfied. PMS also recognizes that compliments and grievances serve as a source of information for validating and improving processes.

PMS customers are provided information on complaint and grievance procedures via signage at PMS facilities. Clients, patients, families, guardians, residents, visitors, or anyone who interacts with PMS may file a complaint or grievance verbally or in writing resulting from dissatisfaction with service provided by PMS. On the initial identification of a complaint/grievance, an attempt is made to resolve the issue immediately. PMS customers are encouraged to discuss issues with the Program Administrator at the time the issue occurs. If the grievance cannot be resolved immediately, it is investigated and appropriate action is taken within 10 working days. The investigation will result in a written document

that summarizes the findings of the investigation, resolution decision and the method to request a Grievance Committee review if the customer is not satisfied with the resolution decision. Customer notification of the resolution decision will occur five (5) working days after completion of the investigation. If the resolution decision is not acceptable to the customer, the customer can request review by a Grievance Committee within thirty working days from the date of a notification of a resolution decision. The Grievance Committee will consist of at least three (3) members appropriate to the nature of the grievance. The Grievance Committee will review the case on its merits and give a final written decision to the customer and the Program Administrator within ten (10) working days of the Grievance Committee review meeting. This decision is final and binding.

Practices for Addressing Community Concerns: PMS is actively involved with community groups to address the needs of the population they serve and to address community concerns related to their responsiveness to the community. Program Administrators, Region Directors and Corporate staff serve on local committees that focus on health and human service issues. This process helps keep lines of communication open in order to be responsive to community interests related to PMS' role in the community and the services PMS provides. Community concerns are addressed with due diligence by meeting with individuals and agencies expressing a need for information or a desire to clarify and resolve a local issue. Local Advisory and Community Guidance Councils are also very important resources when addressing concerns expressed by the community. PMS views these groups as the voice of the community bringing clarity and advice to the table.

Employee concerns are communicated in staff meetings and through joint meetings with supervisors and other representatives of the organizations leadership team.

Funding Information: *Please indicate funding sources and amounts received in FY 17 from all State, County and Federal sources. Information can be listed for the contractor. No need to breakout each clinic's proportion unless the funding is specific to individual clinics.*

Funding Source	Amount	Award Period	Site
RPHCA	\$109,600	7/1/2016 – 6/30/2017	Mountainair FHC
Federal 330	\$10,000	1/1/2017 – 12/31/2017	Mountainair FHC
Local/Other	\$2,000	1/1/2017 – 12/31/2017	Mountainair FHC



PMS

PRESBYTERIAN MEDICAL SERVICES

Our purpose is you.

Esperanza/Mountainair Family Health Center Regional Advisory Committee

2017

NAME	RELATIONSHIP	ADDRESS	PHONE #	E-MAIL
Community Member				
*Lori Autrey, RPH	Community Member	60ACR A035 Estancia, NM 87016	384-1833 HM	starvationflats@aol.com
*Janet Douglas	Community Member	PO Box 461 Estancia, NM 87016	384-2878-HM 507-3951-Cell	chasjandouglas@aol.com
*Linda Filippi	Community Member	PO Box 513 Mountainair, NM 87036	847-0238-HM 847-2211-Wk	LJFilippi@msn.com
*Gayle Jones & *Wayne Jones	Community Member	PO Box 64 Mountainair, NM 87036	869-2359-WK 847-2491-HM 705-5238-Cell	gayleajones@netzero.net
*Margaret Garley-Tyler	Community Member	PO Box 1026 Willard, NM 87063	705-0204-Cell	margaret.garley.tyler@gmail.com
*Audrey Rodriguez, RN	Community Member	PO Box 107 Estancia, NM 87016	384-2971-HM 269-8187-Cell	Arodriguez.3@powerc.net
*Susan Smith	PMS Board Member Community Member	3813 Inca St NE Albuquerque NM 87114	505-688-0919	Susankeil1246@gmail.com
*Bernardine Dial	Honorary Community Member	9309 Hwy 55 Estancia, NM 87016	384-2833-HM 480-9737-Cell	bernardinedial@centurylink.net
Community Agencies				
Belinda Garland	Torrance County Manager	PO Box 48 Estancia, NM 87016	544-4700-WK	bgarland@tcnm.us
Standing Member/PMS Staff				
*Shana Brazil-Perea	PMS Torrance County Headstart	PO Box 607 Moriarty, NM 87035	832-1922-WK 238-5723-Cell	Shana.brazil-perea@pmsnm.org
Rick Gonzales	PMS Torrance Senior Program	PO Box 203 Estancia, NM 87016	384-5010-WK 615-4668-Cell	richard.gonzales@pmsnm.org
*Angela Coburn	PMS Region Director	184 Unser Blvd NE	994-1640-WK 2807597-Cell	angie.coburn@pmsnm.org
*Beth Fullerton	PMS Clinic Administrator	PO Box 807 Estancia, NM 87016	384-2777-WK 847-2271-WK 204-3839-Cell	Lisabeth.fullerton@pmsnm.org
*				*Denotes User of Service

RPHCA CONTRACT CONTACT PERSONNEL FY18

Please provide the following contact information identifying staff you want us to contact when questions arise. **Please do not list subcontractors.**

Organization Name	Torrance County Commission		
Address	209 9th Street P.O. Box 48 Estancia, NM 87016		
Phone	505-544-4700	FAX	505-384-5294

CONTACT PERSON	TITLE	PHONE <small>(if different from above)</small>	EMAIL	ADDRESS <small>(if different from above)</small>
Executive Director/ Administrator	Lisabeth Fullerton	505-841-2271	Lisabeth.Fullerton@pmsnm.org	105 E. Pinon St. Mountainair, NM 87036
Medical Director	Dr. David Gonzales	505-982-5565	David.Gonzales@pmsnm.org	1422 Paseo de Peralta Santa Fe, NM 87501
Dental Director	Dr. David Hanson	505-237-4045	David.Hanson@pmsnm.org	6000 Uptown Blvd. NE, Suite 400 Albuquerque, NM 87110
Behavioral Health Issues	Sarah Howse	505-982-5565	Sarah.Howse@pmsnm.org	1422 Paseo de Peralta Santa Fe, NM 87501
Program Issues	Belinda Garland	505-544-4700	bgarland@tcnm.us	
Contract Action Plan/Annual Projections	Belinda Garland	505-544-4700	bgarland@tcnm.us	
QI/QA Plan	Belinda Garland	505-544-4700	bgarland@tcnm.us	
Diabetes hbA1c Report	Belinda Garland	505-544-4700	bgarland@tcnm.us	
Monthly Narrative/ Monthly Level of Operations Form	Belinda Garland	505-544-4700	bgarland@tcnm.us	
Financial Issues	Amanda Tenorio	505-544-4720	atenorio@tcnm.us	
Monthly Invoices	Amanda Tenorio	505-544-4720	atenorio@tcnm.us	

2016- 2017 Sliding Fee Scale for Clinic Services

Family Size	Income		Income		Income		Income		Income	
	Above	Below	Above	Below	Above	Below	Above	Below	Above	Below
1	\$0	\$11,880	\$11,881	\$15,836	\$15,837	\$19,804	\$19,805	\$23,760	\$23,761	OVER
2	\$0	\$16,020	\$16,021	\$21,355	\$21,356	\$26,705	\$26,706	\$32,040	\$32,041	OVER
3	\$0	\$20,160	\$20,161	\$26,873	\$26,874	\$33,507	\$33,508	\$40,320	\$40,321	OVER
4	\$0	\$24,300	\$24,301	\$32,392	\$32,393	\$40,508	\$40,509	\$48,600	\$48,601	OVER
5	\$0	\$28,440	\$28,441	\$37,911	\$37,912	\$47,409	\$47,410	\$56,880	\$56,881	OVER
6	\$0	\$32,580	\$32,581	\$43,429	\$43,430	\$54,311	\$54,312	\$65,160	\$65,161	OVER
7	\$0	\$36,720	\$36,721	\$48,961	\$48,962	\$61,229	\$61,230	\$73,460	\$73,461	OVER
8	\$0	\$40,860	\$40,861	\$54,506	\$54,507	\$68,164	\$68,165	\$81,780	\$81,781	OVER
9	\$0	\$45,000	\$45,051	\$60,052	\$60,053	\$75,098	\$75,099	\$90,100	\$90,101	OVER
10	\$0	\$49,210	\$49,211	\$65,597	\$65,598	\$82,033	\$82,034	\$98,420	\$98,421	OVER
11	\$0	\$53,370	\$53,371	\$71,142	\$71,143	\$88,968	\$88,969	\$106,740	\$106,741	OVER
12	\$0	\$57,530	\$57,531	\$76,687	\$76,688	\$95,908	\$95,909	\$115,060	\$115,061	OVER
Each Addit'l		\$4,160	Each Addit'l	\$5,533	Each Addit'l	\$6,935	Each Addit'l	\$8,320	Each Addit'l	

PMS Discount Program

Medical and Behavioral Health

	\$20 Per Visit	\$20 per Visit	\$20 per Visit	\$20 per Visit	Patient Pays Full Charges
Annual Preventive Wellness Exams	\$20 Per Visit	\$20 per Visit	\$20 per Visit	\$20 per Visit	
General Primary Care, Diagnostic X-rays, Common Diagnostic Labs, Screenings, Seasonal Vaccines, Gynecological Care, Prenatal and Perinatal services, Psychiatric and Mental Health Services	\$25 per visit	\$35 per visit	\$45 per visit	\$65 per visit	
Pharmacy: Common Generic Prescriptions	\$10 Per medication	\$15 per medication	\$15 per medication	\$20 per medication	

Dental

	\$20 Per Visit	\$20 per Visit	\$20 per Visit	\$20 per Visit	Patient Pays Full Charges
Preventive Services Only Exams, Diagnostic X-Rays	\$20 Per Visit	\$20 per Visit	\$20 per Visit	\$20 per Visit	
Extractions, Fillings, Minor Denture Repairs	\$50.00 per visit	\$75.00 per visit	\$80.00 per visit	\$100.00 per visit	
*Dentures (upper and lowers prices separately)	\$50.00 per visit	\$75.00 per visit	\$80.00 per visit	\$100.00 per visit	
*Specialty Services: Crowns, bridges, Implants and Root Canals	\$100.00 per visit	\$150.00 per visit	\$200.00 per visit	\$250.00 per visit	

*additional lab charges may apply; consult with dental provider for exact costs

Effective: 5/15/2016

Program Name _____

Administrator/Program Director

Susan K. Smith
Susan Smith, Board President



Agenda Item
No. 8



*Agenda Item
No. 9*



TORRANCE COUNTY TRAVEL REIMBURSEMENT FORM

Anticipated Reimbursement

Revised 10/05/11

Traveler	Marty Sprunk	Vendor No.	4876
Destination	The Dalles, OR		
Justification	Extradition on Inmate		
Budget Code	420-74-2205		
Program Charged	Transport Mileage/Per Diem		
Will you be traveling in state (Answer Y or N)?	N		
Will you be traveling to Santa Fe (Answer Y or N)?	N		
Is this form for ACTUAL or ANTICIPATED Reimbursement?	<input type="radio"/> Actual <input checked="" type="radio"/> Anticipated		

Departure

ANTICIPATED

Date & Time of Departure: 7/4/2017 4:00 Be sure to write AM or PM when entering time

Do you depart before the start of the normal workday (answer Y or N)? (i.e. 8 AM) Y N

How many hours earlier? 4

Traveling To (location/site): The Dalles, OR Be sure to include mileage chart or map printout

Miles from worksite: 1333

Will you be using a County-owned vehicle? (answer Y or N) Y N

If you are not traveling in a County-owned vehicle, please explain:

Return

ANTICIPATED

Date & Time of Return: 7/7/2017 8:00 Be sure to write AM or PM when entering time

Does your return occur after the end of the normal workday (answer Y or N)? (i.e. 5 PM) Y N

How many hours later? 0

Returning From: The Dalles, OR Be sure to include mileage chart or map printout

Miles to worksite: 1333

Airline or other fares (train, bus, taxis, airport transport, etc.)

Total Costs: \$ -

All receipts must be attached

Mileage

2666 miles at 0.450 per mile \$ -

Per Diem

Total Travel and business time: 76 hours 4 hours beyond work day

Does this qualify for overnight travel? YES 3 24 hour periods

Partial Day

Partial day per diem when occasional or irregular travel extends beyond the normal workday and no overnight lodging is required.

Less than 2 hours	\$ -
2 but less than 6 hours	\$ 12.00
6 but less than 12 hours	\$ 20.00
12 or more hours	\$ 30.00

Overnight Travel

In state	\$ 85.00	\$ -
Special Areas (Santa Fe only)	\$ 135.00	\$ -
Out of State	\$ 115.00	\$ 345.00
Actual meals and lodging (per policy)		

Actual expenses are limited per the travel policy and receipts are REQUIRED.

Partial Day following a 24-hour period where lodging is not required

Hours beyond 24-hour period: 4

Less than 2 hours	\$ -
2 but less than 6 hours	\$ 12.00
6 but less than 12 hours	\$ 20.00
12 or more hours	\$ 30.00

\$ 12.00



CERTIFICATE OF COMPLETION

Drivers License Number: 037604470
Course Completion Date: 05/26/2015

Control No.

05-2015
Security Control No.
283977

Name: MARTY CSPRUNK
Address: 2421 DEL NORTE DESW
City, State, Zip: ALBUQUERQUE NM 87105

Training Center: TORRANCE COUNTY
Instructor Name: CINDI SULLIVAN
Instructor Number: 860799

DDC 8/6

8 hours 6 hours

This certifies that the person named above
has successfully completed the National Safety Council
Defensive Driving Course 8/6.

THIS DOCUMENT IS VOID IF REPRODUCED



Understand the risks of distracted driving

- Talking on your cell phone, reading e-mail, putting on makeup or sending text messages are all examples of high-risk distracted driving
- People who use cell phones while driving are 4 times as likely to be in a crash
- More than 30 scientific studies agree that hands-free cell phones are not any safer to use when driving



Control No.

MARTY CSPRUNK
has completed the NSC
Defensive Driving Course 8 hours 6 hours

Drivers License Number: Course Completion Date:

037604470
Cindi Sullivan
Instructor
President & CEO

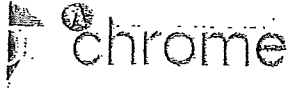
05/26/2015

Instructional Hours
6 HOURS

TORRANCE COUNTY
Training Center

CINDI SULLIVAN
Instructor
283977
Instructor Number

(http://www.randmcnally.com)



Download Now

Mileage Calculator

The Rand McNally mileage calculator will help you determine the mileage between any two destinations.

Enter Starting Point

A Estancia, (Torranc

Mileage:

1333.6 miles

Enter Ending Point

B The Dalles (Wasc

Time:

21 hrs 46 min

Get Mileage

Get Directions for This Route

START DOWNLOAD

3 steps to Fast Maps & Directions

1. Click Start Download
2. Free Access - No Sign up!
3. Get Free Directions & Maps



F A X

**NORCOR
TRANSPORTS**

201 WEBBER STREET
THE DALLES, OR 97058
Phone: (541) 506-2924



To: Donna Zamorra
Torrance County Sheriff's Office
Fax number: 505-274-7281

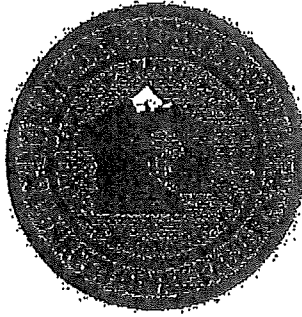
From: Lamont Crichton-Tunai/Melissa Pearce
Fax : (541) 298-1497
ORI: OR033033C

Date: **06/26/17**

Regarding: Disch, Brandon

Attached is the waiver of extradition for Disch, Brandon William. I have also included the classification paperwork. Medical paperwork will be provided once received from our Medical department. Deadline for pick up is July 10, 2017. Please advise of transport arrangements.

**Thank you,
Deputy Melissa Pearce**



NORCOR
CORRECTIONAL FACILITY
 GILLIAM - HOOD RIVER - SHERMAN - WASCO
 201 WEBBER RD
 THE DALLES, OR 97058
 (541) 298-1576
 Fax: (541) 298-1497

NON-JUDICIAL WAIVER OF EXTRADITION

Defendant: DISCH, BRANDON WILLIAM

ID #: [REDACTED] DOB: [REDACTED] Booking Date: [REDACTED]

I, BRANDON WILLIAM DISCH, hereby freely and voluntarily agree to accompany any officer as a prisoner from HOOD RIVER County, Oregon to the State of NEW MEXICO, for the purpose of answering to the charge(s) of Aggravated Fleeing of a Law Enforcement Officer there pending against me.

I understand and agree that by signing this form I am waiving all formality and am willing to return to the State of NEW MEXICO, with the duly authorized officer without the Governor's requisition or other papers legally necessary in such cases.

I consent to remain in the custody of the Sheriff of HOOD RIVER County for this purpose, and I exonerate the Sheriff or any of the Sheriff's commissioned deputies or appointed officers from any liability arising from the lawful execution of my extradition pursuant to this waiver.

I further understand and agree that this waiver may not be canceled or revoked by me.

I also acknowledge that I have been informed of my legal rights to contest this extradition by petition for a writ of habeas corpus as provided by the Uniform Criminal Extradition Act, ORS 133.787, and my right to the assistance of an attorney at law of my choosing or appointed by the court at public expense if I cannot afford an attorney. (The attached "Explanation of Rights" form as been read to/by me.)

Dated at The Dalles, Oregon on this 25th day of June, 2017

[Signature]
Witness's Signature

[Signature]
Defendant's Signature

Sgt. Stewart
Witness's PRINTED Name

Brandon William Disch
Defendant's PRINTED Name

YOUR RIGHTS AS AN ALLEGED FUGITIVE
REGARDING EXTRADITION

1. RIGHT TO REMAIN SILENT

You have the right to remain silent, and you should not discuss the charges against you with anyone except an attorney.

Your right to remain silent includes information regarding your identity. Your identity may be the only defense available to you in a fugitive case.

2. RIGHT TO AN ATTORNEY

At the scheduled arraignment, you would go before a judge and be given a copy of the **Fugitive Complaint**. You would have the right to be represented by an attorney regarding the complaint and the extradition process. An attorney can help you by:

Contacting the Other State to see if they will allow you to turn yourself in, just pay the fines that you owe, or transfer your probation or parole to Oregon. It is rare that the other state agrees to this, and usually happens only for people with little or no criminal history. It takes one to two weeks just to get a response from the other state.

Setting A Release Hearing For You. This only happens if the other state agrees and/or you post thousands of dollars in bail. Your current bail amount if any is printed on the bottom of the fugitive complaint.

Requesting A Formal Governor's Warrant from the other state. This takes about five to six weeks.

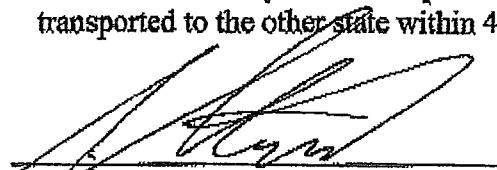
Representing You At A Habeas Corpus Hearing to see if the Governor's warrant is valid or to determine if you are the person the other state wants. The judge who hears the Habeas Corpus will not consider whether you are guilty or innocent of the crime in the other state. This takes about eight to nine weeks.

Advising You Of The Consequences Of Waiving Extradition. If you have another case pending in Sherman, Gilliam, Hood River, Wheeler, or Wasco County, you may want to talk to an attorney about how a waiver of extradition will affect this case.

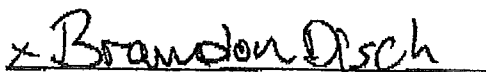
3. RIGHT TO WAIVE EXTRADITION TODAY WITHOUT AN ATTORNEY.

If you elect to waive extradition without an attorney:

You will be returned to the other state in custody. You may get credit for time served in the other state after you waive, but not before. If you waive extradition, you will be transported as quickly as possible. If your case is in WASHINGTON, you should be transported within one week. If your case is in another state, it usually takes ten days to two weeks before you are transported. In any case, you will be released if you are not transported to the other state within 45 days.



Witness Signature

x 

Defendant's Signature

6/25/2017
Date

6/25/2017
Date



TORRANCE COUNTY TRAVEL REIMBURSEMENT FORM

Anticipated Reimbursement

Revised 10/05/11

Traveler	James Hoover	Vendor No.	4753
Destination	The Dalles, OR		
Justification	Extradition on Inmate		
Budget Code	420-74-2205		
Program Charged	Transport Mileage/Per Diem		
Will you be traveling in state (Answer Y or N)?	N		
Will you be traveling to Santa Fe (Answer Y or N)?	N		
Is this form for ACTUAL or ANTICIPATED Reimbursement?	<input type="radio"/> Actual <input checked="" type="radio"/> Anticipated		

Departure

ANTICIPATED

Date & Time of Departure: 7/4/2017 4:00 Be sure to write AM or PM when entering time

Do you depart before the start of the normal workday (answer Y or N) ? (i.e. 8 AM) Y

How many hours earlier? 4

Traveling To (location/site): The Dalles, OR Be sure to include mileage chart or map printout

Miles from worksite: 1333

Will you be using a County-owned vehicle? (answer Y or N) Y

If you are not traveling in a County-owned vehicle, please explain:

Return

ANTICIPATED

Date & Time of Return: 7/7/2017 8:00 Be sure to write AM or PM when entering time

Does your return occur after the end of the normal workday (answer Y or N)? (i.e. 5 PM) N

How many hours later? 0

Returning From: The Dalles, OR Be sure to include mileage chart or map printout

Miles to worksite: 1333

Airline or other fares (train, bus, taxis, airport transport, etc.)

Total Costs	\$ -
All receipts must be attached	

Mileage

2666 miles at	0.450 per mile	\$ -
---------------	----------------	------

Per Diem

Total Travel and business time	76 hours	4 hours beyond work day
Does this qualify for overnight travel?	YES	3 24 hour periods

Partial Day

Partial day per diem when occasional or irregular travel extends beyond the normal workday and no overnight lodging is required.

Less than 2 hours	\$	-	
2 but less than 6 hours	\$	12.00	
6 but less than 12 hours	\$	20.00	
12 or more hours	\$	30.00	\$ -

Overnight Travel

In state	\$	85.00	\$ -
Special Areas (Santa Fe only)	\$	135.00	\$ -
Out of State	\$	115.00	\$ 345.00
Actual meals and lodging (per policy)			\$ -

Actual expenses are limited per the travel policy and receipts are REQUIRED.

Partial Day following a 24-hour period where lodging is not required

Hours beyond 24-hour period		4	
Less than 2 hours	\$	-	
2 but less than 6 hours	\$	12.00	
6 but less than 12 hours	\$	20.00	
12 or more hours	\$	30.00	\$ 12.00



CERTIFICATE OF COMPLETION

Drivers License Number: 037163473
Course Completion Date: 06/08/2017

Control No.

06-2017

Security Control No:
508165

Name: JAMES HOOVER
Address: 3833 OASIS SPRINGS RD
Address:
City, State, Zip: RIO RANCHO NM 87124

Training Center: TORRANCE COUNTY
Instructor Name: HANNA SANCHEZ
Instructor Number: IN TRAINING

DDC 8/6

8 hours 6 hours

This certifies that the person named above
has successfully completed the National Safety Council
Defensive Driving Course 8/6.

THIS DOCUMENT IS VOID IF REPRODUCED



Understand the risks of distracted driving

- Talking on your cell phone, reading e-mail, putting on makeup or sending text messages are all examples of high-risk distracted driving
- People who use cell phones while driving are 4 times as likely to be in a crash
- More than 30 scientific studies agree that hands-free cell phones are not any safer to use when driving



Control No.

JAMES L HOOVER
has completed the NSC

Defensive Driving Course 8 hours 6 hours

Drivers License Number:

Course Completion Date:

037163473

06/08/2017

Deborah A. Hersman
President & CEO

Instructional Hours:
6 HOURS

TORRANCE COUNTY
Training Center

HANNA SANCHEZ
Instructor

IN TRAINING
Instructor Number

Security Control No.

508165

(http://www.randmcnally.com)



Download Now

Mileage Calculator

The Rand McNally mileage calculator will help you determine the mileage between any two destinations.

Enter Starting Point

A Estancia, (Torranc

Mileage:

1333.6 miles

Enter Ending Point

B The Dalles (Wasc

Time:

21 hrs 46 min


Get Mileage

Get Directions for This Route

START DOWNLOAD

3 steps to Fast Maps & Directions

1. **Click Start Download**
2. **Free Access** - No Sign up!
3. **Get Free Directions & Maps**



F A X

NORCOR TRANSPORTS

201 WEBBER STREET
THE DALLES, OR 97058
Phone: (541) 506-2924



To: Donna Zamorra
Torrance County Sheriff's Office
Fax number: 505-274-7281

From: Lamont Crichton-Tunai/Melissa Pearce
Fax : (541) 298-1497
ORI: OR033033C

Date: **06/26/17**

Regarding: Disch, Brandon

Attached is the waiver of extradition for Disch, Brandon William. I have also included the classification paperwork. Medical paperwork will be provided once received from our Medical department. Deadline for pick up is July 10, 2017. Please advise of transport arrangements.

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Deputy Melissa Pearce**



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Fax: (541) 298-1497

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ID #: DOB: Booking Date:

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Dated at The Dalles, Oregon on this 25th day of June, 2017

[Signature]
Witness's Signature

[Signature]
Defendant's Signature

Sgt. Stewart
Witness's PRINTED Name

Brandon William Disch
Defendant's PRINTED Name

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REGARDING EXTRADITION**

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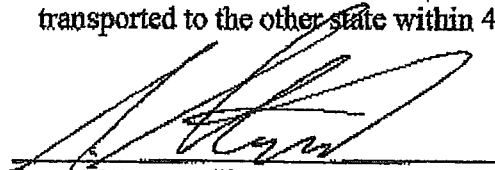
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Witness Signature

x 

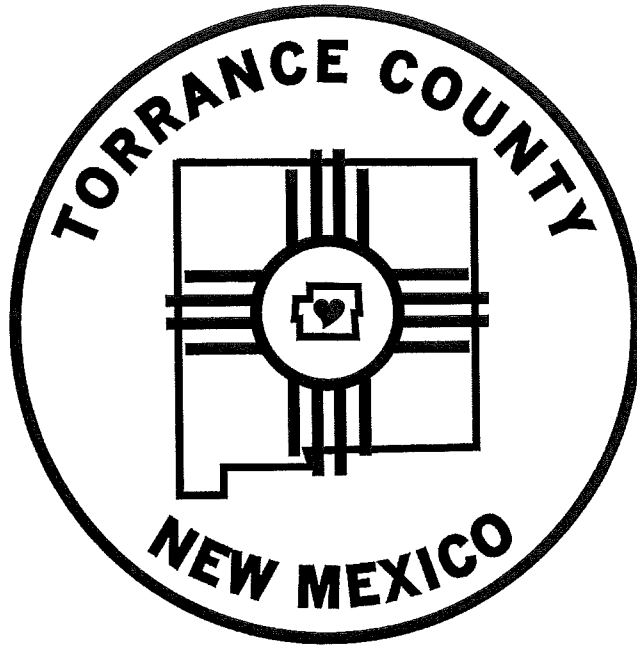
Defendant's Signature

6/25/2017
Date

6/25/2017
Date



*Agenda Item
No. 10*



COUNTY MANAGER UPDATE



PUBLIC HEARINGS

**PROPOSED ORDINANCE
CONCERNING THE ILLEGAL
TRANSPORT
OF MOBILE HOMES AND OTHER
MANUFACTURED HOUSING
BROUGHT INTO OR MOVED WITHIN
TORRANCE COUNTY
WITHOUT OBTAINING A LAND
DEVELOPMENT PERMIT**

AN ORDINANCE ADDRESSING THE SAFETY, PUBLIC HEALTH, AND OTHER REGULATORY CONCERNS RAISED BY MOBILE HOMES AND OTHER MANUFACTURED HOUSING BEING BROUGHT INTO AND TRANSPORTED WITHIN THE COUNTY WITHOUT A DEVELOPMENT PERMIT HAVING BEEN PREVIOUSLY ACQUIRED FOR SUCH HOUSING.

WHEREAS, the Torrance County Board of Commissioners finds there is an ongoing problem of mobile homes and other manufactured or prefabricated housing brought into Torrance County or transported within Torrance County to be placed on land within the jurisdiction of Torrance County without a necessary development permit having been acquired for such housing.

WHEREAS, the Torrance County Board of Commissioners finds that this practice is being fostered and encouraged by certain sellers of mobile homes.

WHEREAS, the Torrance County Board of Commissioners finds that the current regulatory and criminal deterrents are not sufficient to restrict this practice.

NOW, THEREFORE BE IT ORDAINED by the Torrance County Board of Commissioners as follows:

SECTION 1: SHORT TITLE

This Ordinance shall be known as the "UNLAWFUL TRANSPORTATION OF MOBILE HOMES IN TORRANCE COUNTY ORDINANCE," and shall be referred to herein as "this Ordinance."

SECTION 2: AUTHORITY

This Ordinance is enacted pursuant to the authority granted to counties under NMSA 1978, §§ 4-37-1 through -13 (1975, as amended 2003).

SECTION 3: INTERPRETATION AND CONFLICT

The regulations provided herein are held to include minimum standards necessary to carry out the purposes of this Ordinance. This Ordinance is not intended to interfere with, abrogate, or annul any other valid ordinances. Where the provisions of this Ordinance conflict with other rules, regulations, agreements, or other County ordinances or resolutions, the provisions of this Ordinance shall control. Where this Ordinance imposes greater restrictions than those imposed by other rules, regulations, agreements, or other County ordinances or resolutions, the provisions of this Ordinance shall control.

SECTION 4: DEFINITIONS

- A. Word Construction – Masculine pronouns include the feminine form thereof, and words used in the singular include the plural form thereof.

B. Reference to Other Ordinances – Unless otherwise defined herein, words used in this Ordinance have the same definitions as set forth in the Torrance County Solid Waste Ordinance, as amended, and Torrance County Zoning Ordinance, as amended from time to time. In the event of a conflict of definitions, the definition set forth in the Torrance County Zoning Ordinance shall control.

C. Definitions – The following definitions apply to this Ordinance:

- a. “Installed” means erected, placed, attached, installed, or constructed.
- b. “Manufactured Housing” means a structure partially assembled elsewhere than where it is intended to be ultimately installed and used as a dwelling unit.
- c. “Mobile Home” means a transportable structure, at least 8 feet by 32 feet, built to be towed on its own chassis, and designed to be used as a moveable dwelling unit for connection to permanent utilities.

SECTION 5: UNLAWFUL TRANSPORTATION OF MOBILE HOMES

- A. No person shall transport any mobile home or manufactured housing into Torrance County or within Torrance County for the purpose of installing that mobile home or manufactured housing on land within the jurisdiction of Torrance County unless a Development Review Permit has been acquired for the installation of that mobile home or manufactured housing.
- B. No person shall transport any mobile home or manufactured housing into Torrance County or within Torrance County for the purposes of transferring possession of said mobile home or manufactured housing unless a Development Review Permit has been acquired for the installation of that mobile home or manufactured housing.
- C. Persons violating this Ordinance shall, upon conviction, be subject to a fine not to exceed THREE HUNDRED DOLLARS (\$300.00) and/or NINETY (90) days in jail for each separate offense.

SECTION 6: ENFORCEMENT AND ADMINISTRATION

The Zoning Officer has the authority to conduct inspection of mobile homes and manufactured housing (installed or uninstalled). The Zoning officer shall carry an identification card provided by the County during all inspections. The Zoning Officer shall provide for on-site inspections and other relevant information that may be requested by the Board of County Commissioners or the Zoning Commission as necessary to carry out the purpose of this Ordinance.

SECTION 7: SEVERABILITY

If any article, subsection, paragraph, sentence, clause, phrase, provision, or any portion thereof of this Ordinance is, for any reason, held to be unconstitutional, invalid, or void, the remainder of this Ordinance shall not be affected because it is the express intention of the Torrance County Board

of Commissioners to pass each article, section, subsection, paragraph, sentence, clause, phrase, and provision, and every part thereof, separately and independently.

SECTION 8: EFFECTIVE DATE

This Ordinance shall be recorded and authenticated by the County Clerk following adoption by the Board of County Commissioners. The effective date of this Ordinance shall be thirty (30) days after the Ordinance has been recorded.

PASSED, APPROVED, AND SIGNED this _____ day of _____, 2017, by the Board of County Commissioners of Torrance County, New Mexico.

Chairman

Member

Member

ATTEST:

County Clerk

**PROPOSED ORDINANCE
ADDRESSING THE SAFETY, PUBLIC
HEALTH, AND OTHER CONCERNS
RAISED BY DELAPIDATED HOUSING**

NOTICE

During the regular meeting on July 12, 2017 at 9:00 a.m. the Torrance County Commission will hold a Public Hearing to consider an ordinance concerning the illegal transportation of mobile homes into and within Torrance County. To wit: AN ORDINANCE ADDRESSING THE SAFETY, PUBLIC HEALTH, AND OTHER REGULATORY CONCERNS RAISED BY MOBILE HOMES AND OTHER MANUFACTURED HOUSING BEING BROUGHT INTO AND TRANSPORTED WITHIN THE COUNTY WITHOUT A DEVELOPMENT PERMIT HAVING BEEN PREVIOUSLY ACQUIRED FOR SUCH HOUSING.

During the regular meeting on July 12, 2017 at 9:00 a.m. the Torrance County Commission will hold a Public Hearing to consider an ordinance concerning dilapidated housing within Torrance County. To wit: AN ORDINANCE ADDRESSING THE SAFETY, PUBLIC HEALTH, AND OTHER CONCERNS RAISED BY DILAPIDATED HOUSING.

Copies of the proposed ordinances will be available for review at public libraries and senior centers in the Torrance County area.

AN ORDINANCE ADDRESSING THE SAFETY, PUBLIC HEALTH, AND OTHER CONCERNS RAISED BY DILAPIDATED HOUSING.

WHEREAS, the Torrance County Board of Commissioners finds there is an ongoing problem of constructed dwellings, mobile homes, and other manufactured or prefabricated housing that is unsuitable for habitation being placed or maintained on land within the County.

WHEREAS, the Torrance County Board of Commissioners finds that the current regulatory and criminal deterrents are not sufficiently clear to restrict this practice.

NOW, THEREFORE BE IT ORDAINED by the Torrance County Board of Commissioners as follows:

SECTION 1: SHORT TITLE

This Ordinance shall be known as the "DILAPIDATED HOMES ORDINANCE," and shall be referred to herein as "this Ordinance."

SECTION 2: AUTHORITY

This Ordinance is enacted pursuant to the authority granted to counties under NMSA 1978, §§ 4-37-1 through -13 (1975, as amended 2003).

SECTION 3: INTERPRETATION AND CONFLICT

The regulations provided herein are held to include minimum standards necessary to carry out the purposes of this Ordinance. This Ordinance is not intended to interfere with, abrogate, or annul any other valid ordinances. Where the provisions of this Ordinance conflict with other rules, regulations, agreements, or other County ordinances or resolutions, the provisions of this Ordinance shall control. Where this Ordinance imposes greater restrictions than those imposed by other rules, regulations, agreements, or other County ordinances or resolutions, the provisions of this Ordinance shall control.

SECTION 4: DEFINITIONS

- A. Word Construction – Masculine pronouns include the feminine form thereof, and words used in the singular include the plural form thereof.
- B. Reference to Other Ordinances – Unless otherwise defined herein, words used in this Ordinance have the same definitions as set forth in the Torrance County Solid Waste Ordinance, as amended.
- C. Definitions – The following definitions apply to this Ordinance:
 - a. "Dilapidated" means, in the case of constructed housing, not in compliance with minimal residential standards applicable to constructed homes; and, in the case of

Mobile Homes and/or Manufactured Housing, not in compliance with minimal residential standards applicable to Mobile Homes and/or Manufactured Housing.

- b. "Manufactured Housing" means a structure partially assembled elsewhere than where it is intended to be ultimately installed and used as a dwelling unit.
- c. "Mobile Home" means a transportable structure, at least 8 feet by 32 feet, built to be towed on its own chassis, and designed to be used as a moveable dwelling unit for connection to permanent utilities.

SECTION 5: UNLAWFUL DILAPIDATED HOMES; PENALTY

- A. No person shall permit any dilapidated dwelling, mobile home, or manufactured housing to remain upon the property.
- B. Persons violating this Ordinance shall, upon conviction, be subject to a fine not to exceed ONE THOUSAND DOLLARS (\$1,000.00) and/or ONE HUNDRED EIGHTY (180) days in jail for each separate offense.

SECTION 6: ENFORCEMENT AND ADMINISTRATION

The Sheriff, or his designated Code Enforcement Officer, has the authority, upon issuance of a warrant, to inspect and enter any property where he has reasonable cause to suspect that a violation of this Ordinance has occurred.

SECTION 7: SEVERABILITY

If any article, subsection, paragraph, sentence, clause, phrase, provision, or any portion thereof of this Ordinance is, for any reason, held to be unconstitutional, invalid, or void, the remainder of this Ordinance shall not be affected because it is the express intention of the Torrance County Board of Commissioners to pass each article, section, subsection, paragraph, sentence, clause, phrase, and provision, and every part thereof, separately and independently.

SECTION 8: EFFECTIVE DATE

This Ordinance shall be recorded and authenticated by the County Clerk following adoption by the Board of County Commissioners. The effective date of this Ordinance shall be thirty (30) days after the Ordinance has been recorded.

PASSED, APPROVED, AND SIGNED this _____ day of _____, 2017, by the Board of County Commissioners of Torrance County, New Mexico.

Chairman

Member

Member

ATTEST:

County Clerk

Parcel ID#

R002/59901

~~0025~~

Torrance County Planning & Zoning

Application for Special Review and Approval

Check One: Establishment or Renewal of a Special Use or Solid Waste District (\$1,500.00 filing fee)

Renewable Conditional Use Permit

Variance for the Following Reason(s):

Area

Setback

Distance

Off-Street Parking/Loading

Use

Dwellings per Lot

Livestock Numbers

Home Based Business

Applicant: Special Waste Disposal Telephone: 505-828-2650

Mailing Address: 5904 Florence Ave NE Albuquerque NM 87113

Agent (if any): Frank Salazar Telephone: 505-883-2500

Mailing Address: 6565 Americas Parkway NE Albuquerque NM 87110

Reason for requested Special Review and Approval (For Variances, include the exceptional conditions you believe justify the request):

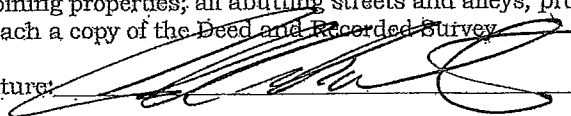
Renewal

Location of Property (Street Address and Legal Description of Property):

91 Liberty Valley Road Mountainair NM 87036

Zoning of Property: Special Use Present Use: Solid Waste Landfill

Instructions: In accordance with Section 26B and Resolution 2014-50, this application must be accompanied by the filing fee of \$200.00 (unless applying for a Special Use District). Also include 10 copies of an accurate sketch plan showing the location of the property in question; locations of structures on the property and adjoining properties; all abutting streets and alleys; proposed special exceptions; and north arrow. Please attach a copy of the Deed and Recorded Survey.

Applicant's Signature: 

FOR OFFICE USE ONLY:

Application Received by: _____ Date: _____

Hearing Date: _____

Action Taken: _____ Date: _____

Expiration Date of Renewable Conditional Use Permit: _____

NOTE: Any special conditions or agreements should be in writing and attached to this application.



To Whom It May Concern:

This letter of intent to renew establishes that Special Waste Disposal Inc. has had one inspection Since the last renewal and had one violation that has since been rectified per NMED requirement. All staff and contact information remains as is. We are including Inspection Report for your review.

Regards,

A handwritten signature in black ink, appearing to read "Adrian Montano", is written over a faint, dotted-line signature strip.

Adrian Montano

amontano@specialwastenm.com

(505) 823-9006



STATE OF NEW MEXICO - ENVIRONMENT DEPARTMENT

SOLID WASTE FACILITY INSPECTION REPORT

DATE: 2/28/17

FACILITY NAME: Special Waste Disposal CONTROL #: 5WM-013025/CP

REASON FOR INSPECTION:

FACILITY OPERATOR: KEERS Industries, Inc FACILITY LOC: hwy 55, 14 miles

- Routine Complaint
- Suspected Violation
- Closure / Post Closure
- Follow Up Other

DISTRICT: I

PHONE: (505) 847-2917

STATUS: INTERIM PERMITTED CLOSED

TYPE OF FACILITY: Landfill

OPERATING HOURS: By Appointment Only
DAYS OF WEEK:

TYPE OF WASTE HANDLED MSW INDUSTRIAL C & D SPECIAL (Total) Cu. Yds. 110.01 Daily (circle one) Monthly (circle one) Asbestos

1. FACILITY / OPERATIONAL CONTROLS

- a. Litter
- b. Roads Maintained
- c. Noise
- d. Vectors
- e. Dust / Odor
- f. Access Controlled
- g. Tipping / Insp. Area
- h. Scavenging Control
- i. Fire Control
- j. Healthy Environment Hazard
- k. Compaction
- l.

2. SIGNS REQUIRED / PROPERLY POSTED

- a. Operating Days/Hours
- b. Loading/Unloading Area
- c. Emergency Numbers
- d. Directions to Fill Areas
- e. Fires Prohibited
- f. Scavenging Prohibited
- g. Operation Procedures
- h. Bldg./ Warning / Visible
- i.

3. OPERATOR / REPRESENTATIVE / EMPLOYEES

- a. Certified
- b. On Site While Open
- c. Employees Trained
- d.

4. COVER

- a. Daily Applied
- b. Intermediate Applied
- c. Final Cover
- d. Excavating a Closed Cell
- e. Compaction
- f. Stabilized Vegetation
- g.

5. MONITORING / SAMPLING / ANALYZING / HANDLING

- a. Methane
- b. Leachate
- c. Ground Water
- d. Unauthorized Waste Analyzed
- e. Frequency Maintained
- f. Proper Equip / Test Used
- g. Gas Control
- h. Waste Properly Processed
- i.

6. DRAINAGE / EROSION

- a. Water Run-off
- b. Water Run-off
- c.
- d.

7. PROPER STORAGE / ISOLATION / DISPOSAL

- a. Special Waste
- b. Hazardous Waste
- c. Infectious Waste
- d. Asbestos
- e. Tires
- f. White Goods
- g. Recyclables
- h. Lead Acid Batteries
- i. Hot Waste
- j. Timely Removal
- k. Ash
- l. Petroleum Contam. Sol
- m. Transfer Stations
- n.

8. PROPER EQUIPMENT / MAINTAINED

- a. Facility Equipment
- b. Storage Equipment
- c. Audible Signals
- d. Transport Equipment
- e. Collection Equipment
- f. Fire Fighting Equipment
- g. Compaction Equipment
- h. Clean & Sanitized
- i.

9. PLANS & PROGRAMS On File

- a. Contingency
- b. Operating / Maintenance
- c. Inspection
- d. Disposal Management
- e. Facility Site Plan
- f. Closure / Post Closure
- g. Training Programs
- h. Removal - Stored Waste
- i. Ground Water Monitor
- j. Fire Protection & Prevention
- k. Methane Monitoring
- l. Disease Vectors/Rodent Ctrl
- m. Clean-up/Remediation
- n. Leachate Control
- o. Deviation From Plans
- p. Unauthorized Waste training program

RECORDS / REPORTS / RESULTS Maintained

10. INSPECTION RECORDS

- a. Daily Records Kept
- b. Source/Type/Volume of Waste
- c. Signatures
- d. Times & Dates
- e. Names of Co. & Driver
- f. Vehicle License Number
- g. Vehicle Description
- h. Observations
- i.

11. NOTIFICATION - RECORDS When required was:

- a. NM ED/Facility/Other
- b. Area Restricted
- c. Clean Up Assured
- d. Transportation Assured
- e. Disposal Assured
- f.

12. MONITORING / SAMPLING / ANALYSIS - RECORDS

- a. Ground Water taken Quarterly
- b. Unauthorized Waste Analyzed
- c. Contaminated Waste/Soil Analyzed
- d. Ground Water Sampling Results
- e. Leachate Sampling & Treatment
- f.

13. SPECIAL WASTE RECORDS (Type)

- a. Lab Analysis Results
- b. Paint Filter Test Results
- c. Manifests
- d. Remediation Documentation
- e. Treatment Certification
- f.

UNAUTHORIZED WASTE TRAINING OUTLINE

Hazardous Waste (subject to regulation under Subtitle C, RCRA)

Indicators of possible hazardous waste:

Placards, manifest, warning labels - "Dangerous," etc., unusual chemical orders or leaking substances, chemical bottles/containers (w/skull & crossbones, etc.), laboratory or research center waste, old fluorescent tubes (possible mercury), lead acid batteries, battery cable protruding from load.

Special Waste (as defined in 20.9.2.7S(13) NMAC - has unique handling, and transportation & disposal requirements.

Treated Formerly Characteristic Hazardous Waste (TFCH)

Indicators:

Depends upon substance or material, look for manifests, treatment certifications, etc., if none, waste may still be hazardous.

Packing House and Killing Plant Offal.

Indicators:

Animal carcasses/organs, blood, strong smelling fluids, flesh-like materials.

Regulated Asbestos Waste (includes friable material that will crumble with hand pressure, or material that has become regulated due to high probability of, or actual, abrasion, cutting, breaking, pulverizing, etc.)

Indicators:

Taped plastic bags, double bags, warning labels, old acoustical ceiling tile or spray-on material, old crumbling asphalt shingles, broken or cut asbestos-water pipe or siding, broken floor tiles and impacted mastic (make the generator confirm status before you accept the waste), unidentified powdery substance, asbestos waste is often generated at renovation and demolition projects.

Ash

Indicators:

Generated by municipal solid waste incinerators, pathological/medical incinerators, fugitive emissions may result if not properly containerized, often containerized in drums.

Infectious Waste:

Indicators:

Medical Waste, sharps containers, biohazard (red & orange) bags with labels, needles (acupuncture) and syringes, vials, test tubes, bloody linen and gauze (saturated), latex gloves, human or animal tissues, may begin to smell if not refrigerated.

Sludge:

Indicators:

Waste water treatment plant sludge has distinctive odor, usually dark colored, may be moist, other sludge (such as plating company sludge) may be hazardous waste.

Industrial Solid Waste (from manufacturing industrial processes, but not hazardous under Subtitle C, RCRA)

Indicators:

Industrial by-product (waste), metal shavings, pulps, waste streams from manufacturing plants.

Spill of Chemical Substance or Commercial Product.

Indicators:

Depends upon the nature of the product, refer to MSDS and manifests, some may ignite when wetted.

Petroleum Contaminated Soils:

Indicators:

May have strong diesel or gasoline smell, bulk soils, waste from gas station or petroleum spill, often associated with a trucking accident, underground storage tank removal or abatement project.

Other Unauthorized Waste

* TSCA Regulated Waste (primarily polychlorinated biphenyls -- PCBs.

Indicators:

Old fluorescent light fixtures with ballasts, especially if not labeled "non "PCB," old transformer/capacitor equipment (check labeling), certain used oil/petroleum products.

Bulk or Non-Containerized Liquids

Indicators:

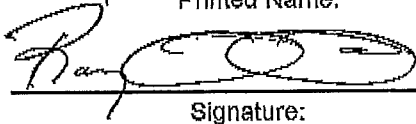
Liquids, to include used motor oil or other petroleum product, PLEASE NOTE-- liquid household waste, other than septic waste, in small containers normally found in household waste and designed for use other than storage, is allowed in the landfill, even if hazardous; however, you company policy and/or landfill policy may restrict such waste.

Low Level Radioactive Waste

Indicators:

Often generated medical or lavatory waste, look for labels indicating "radioactive I, II, III" and so forth

Ray Nordin
Printed Name:


Signature:

3/08/17
Date:

**SPECIAL
WASTE
DISPOSAL**

UNAUTHORIZED WASTE TRAINING OUTLINE

Hazardous Waste (subject to regulation under Subtitle C, RCRA)

Indicators of possible hazardous waste:

Placards, manifest, warning labels - "Dangerous," etc., unusual chemical orders or leaking substances, chemical bottles/containers (w/skull & crossbones, etc.), laboratory or research center waste, old fluorescent tubes (possible mercury), lead acid batteries, battery cable protruding from load.

Special Waste (as defined in 20.9.2.7S(13) NMAC - has unique handling and transportation & disposal requirements.

~~Treated Formerly Characteristic Hazardous Waste (TFCH)~~

Indicators:

Depends upon substance or material, look for manifests, treatment certifications, etc., if none, waste may still be hazardous.

Packing House and Killing Plant Offal.

Indicators:

Animal carcasses/organs, blood, strong smelling fluids, flesh-like materials.

Regulated Asbestos Waste (includes friable material that will crumble with hand pressure, or material that has become regulated due to high probability of, or actual, abrasion, cutting, breaking, pulverizing, etc.)

Indicators:

Taped plastic bags, double bags, warning labels, old acoustical ceiling tile or spray-on material, old crumbling asphalt shingles, broken or cut asbestos-water pipe or siding, broken floor tiles and impacted mastic (make the generator confirm status before you accept the waste), unidentified powdery substance, asbestos waste is often generated at renovation and demolition projects.

Ash

Indicators:

Generated by municipal solid waste incinerators, pathological/medical incinerators, fugitive emissions may result if not properly containerized, often containerized in drums.

Infectious Waste:

Indicators:

Medical Waste, sharps containers, biohazard (red & orange) bags with labels, needles (acupuncture) and syringes, vials, test tubes, bloody linen and gauze (saturated), latex gloves, human or animal tissues, may begin to smell if not refrigerated.

Sludge:

Indicators:

Waste water treatment plant sludge has distinctive order, usually dark colored, may be moist, other sludge (such as plating company sludge) may be hazardous waste.

Industrial Solid Waste (from manufacturing industrial processes, but not hazardous under Subtitle C, RCRA)

Indicators:

Industrial by-product (waste), metal shavings, pulps, waste streams from manufacturing plants.

Spill of Chemical Substance or Commercial Product.

Indicators:

Depends upon the nature of the product, refer to MSDS and manifests, some may ignite when wetted.

Petroleum Contaminated Soils:

Indicators:

May have strong diesel or gasoline smell, bulk soils, waste from gas station or petroleum spill, often associated with a trucking accident, underground storage tank removal or abatement project.

Other Unauthorized Waste

TSCA Regulated Waste (primarily polychlorinated biphenyls -- PCBs.

Indicators:

Old fluorescent light fixtures with ballasts, especially if not labeled "non "PCB," old transformer/capacitor equipment (check labeling), certain used oil/petroleum products.

Bulk or Non-Containerized Liquids

Indicators:

Liquids, to include used motor oil or other petroleum product, PLEASE NOTE-- liquid household waste, other than septic waste, in small containers normally found in household waste and designed for use other than storage, is allowed in the landfill, even if hazardous; however, you company policy and/or landfill policy may restrict such waste.

Low Level Radioactive Waste

Indicators:

Often generated medical or lavatory waste, look for labels indicating "radioactive I, II, III" and so forth

Sam Blackshear
Printed Name:

Sam Blackshear
Signature:

3-8-17
Date:



UNAUTHORIZED WASTE TRAINING OUTLINE

Hazardous Waste (subject to regulation under Subtitle C, RCRA)

Indicators of possible hazardous waste:

Placards, manifest, warning labels - "Dangerous," etc., unusual chemical orders or leaking substances, chemical bottles/containers (w/skull & crossbones, etc.), laboratory or research center waste, old fluorescent tubes (possible mercury), lead acid batteries, battery cable protruding from load.

Special Waste (as defined in 20.9.2.7S(13) NMAC - has unique handling, and transportation & disposal requirements.

Treated Formerly Characteristics Hazardous Waste (TFCH)

Indicators:

Depends upon substance or material, look for manifests, treatment certifications, etc., if none, waste may still be hazardous.

Packing House and Killing Plant Offal.

Indicators:

Animal carcasses/organs, blood, strong smelling fluids, flesh-like materials.

Regulated Asbestos Waste (includes friable material that will crumble with hand pressure, or material that has become regulated due to high probability of, or actual, abrasion, cutting, breaking, pulverizing, etc.)

Indicators:

Taped plastic bags, double bags, warning labels, old acoustical ceiling tile or spray-on material, old crumbling asphalt shingles, broken or out asbestos-water pipe or siding, broken floor tiles and impacted mastic (make the generator confirm status before you accept the waste)

often containerized in drums.

Infectious Waste:

Indicators:

Medical Waste, sharps containers, biohazard (red & orange) bags with labels, needles (acupuncture) and syringes, vials, test tubes, bloody linen and gauze (saturated), latex gloves, human or animal tissues, may begin to smell if not refrigerated.

Sludge:

Indicators:

Waste water treatment plant sludge has distinctive odor, usually dark colored, may be moist, other sludge (such as plating company sludge) may be hazardous waste.

Industrial Solid Waste (from manufacturing industrial processes, but not hazardous under Subtitle C, RCRA)

Indicators:

Industrial by-product (waste), metal shavings, pulps, waste streams from manufacturing plants.

Spill of Chemical Substance or Commercial Product.

Indicators:

Depends upon the nature of the product, refer to MSDS and manifests, some may ignite when wetted.

Petroleum Contaminated Soils:

Indicators:

May have strong diesel or gasoline smell, bulk soils, waste from gas station or petroleum spill, often associated with a trucking accident, underground storage tank removal or abatement project.

Other Unauthorized Waste

TSCA Regulated Waste (primarily polychlorinated biphenyls -- PCBs.

Indicators:

Old fluorescent light fixtures with ballasts, especially if not labeled "PCB," and other electrical components containing certain used oil/petroleum products.

Bulk or Non-Containerized Liquids

Indicators:

Liquids, to include used motor oil or other petroleum product, PLEASE NOTE-- liquid household waste, other than septic waste, in small containers normally found in household waste and designed for use other than storage, is allowed in the landfill, even if hazardous; however, your company policy and/or landfill policy may restrict such waste.

Low Level Radioactive Waste

Indicators:

Often generated medical or lavatory waste, look for labels indicating "radioactive I, II, III" and so forth

Tony Moorhead
Printed Name:

[Signature]
Signature:

3/8/17
Date:

**SPECIAL
WASTE
DISPOSAL**

UNAUTHORIZED WASTE TRAINING OUTLINE

Hazardous Waste (subject to regulation under Subtitle C, RCRA)

Indicators of possible hazardous waste:

Placards, manifest, warning labels - "Dangerous," etc., unusual chemical orders or leaking substances, chemical bottles/containers (w/skull & crossbones, etc.), laboratory or research center waste, old fluorescent tubes (possible mercury), lead acid batteries, battery cable protruding from load.

Special Waste (as defined in 20.9.2.7S(13) NMAC - has unique handling, and transportation & disposal requirements.

Treated Formerly Characteristics Hazardous Waste (TFCH)

Indicators:

Depends upon substance or material, look for manifests, treatment certifications, etc., if none, waste may still be hazardous.

Packing House and Killing Plant Offal.

Indicators:

Animal carcasses/organs, blood, strong smelling fluids, flesh-like materials.

Regulated Asbestos Waste (includes friable material that will crumble with hand pressure, or material that has become regulated due to high probability of, or actual, abrasion, cutting, breaking, pulverizing, etc.)

Indicators:

Taped plastic bags, double bags, warning labels, old acoustical ceiling tile or spray-on material, old crumbling asphalt shingles, broken or cut asbestos-water pipe or siding, broken floor tiles and impacted mastic (make the generator confirm status before you accept the waste), unidentified powdery substance, asbestos waste is often generated at renovation and demolition projects.

Ash

Indicators:

Generated by municipal solid waste incinerators, pathological/medical incinerators, fugitive emissions may result if not properly containerized, often containerized in drums.

Infectious Waste:

Indicators:

Medical Waste, sharps containers, biohazard (red & orange) bags with labels, needles (acupuncture) and syringes, vials, test tubes, bloody linen and gauze (saturated), latex gloves, human or animal tissues, may begin to smell if not refrigerated.

Sludge:

Indicators:

Waste water treatment plant sludge has distinctive odor, usually dark colored, may be moist, other sludge (such as plating company sludge) may be hazardous waste.

Industrial Solid Waste (from manufacturing industrial processes, but not hazardous under Subtitle C, RCRA)

Indicators:

Indicators by material (residue, metal shavings, pigments, etc.) from manufacturing plants.

Spill of Chemical Substance or Commercial Product.

Indicators:

Depends upon the nature of the product, refer to MSDS and manifests, some may ignite when wetted.

Petroleum Contaminated Soils:

Indicators:

May have strong diesel or gasoline smell, bulk soils, waste from gas station or petroleum spill, often associated with a trucking accident, underground storage tank removal or abatement project.

Other Unauthorized Waste

TSCA Regulated Waste (primarily polychlorinated biphenyls -- PCBs.

Indicators:

Old fluorescent light fixtures with ballasts, especially if not labeled "non PCB," old transformer/capacitor equipment (check labeling), certain used oil/petroleum products.

Bulk or Non-Containerized Liquids

Indicators:

Liquids, to include used motor oil or other petroleum product, PLEASE NOTE-- liquid household waste, other than septic waste, in small containers normally found in household waste and designed for use other than storage, is allowed in the landfill, even if hazardous; however, you company policy and/or landfill policy may restrict such waste.

Low Level Radioactive Waste

Indicators:

Often generated medical or lavatory waste, look for labels indicating "radioactive I, II, III" and so forth

Abraham C. Montez

Printed Name:

[Signature]

Signature

3/14/17

Date

**TORRANCE COUNTY, NEW MEXICO
PLANNING AND ZONING**

SOLID WASTE PERMIT

This permit authorizes the special use of land as a solid waste landfill as established by the Torrance County Zoning Ordinance

This Solid Waste Facility Permit is renewable on an annual basis. The operator of the Solid Waste Facility is required to submit a renewal application with the Planning & Zoning office thirty (30) days prior to the expiration date of this permit under the provisions stated in Section 15.D.2 of the Torrance County Zoning Ordinance.

Solid Waste permit granted to:

KEERS INDUSTRIES, LLC, dba: Keers Environmental & Special Waste Disposal

MAILING ADDRESS:

5904 Florence Ave. NE
Albuquerque, NM 87113

LEGAL DESCRIPTION OF PROPERTY:

**Within the N2 of Section 19 and within the NW4 of Section 20
T.2N., R.8E. NMPM and located at 91 Liberty Valley Rd.**

This permit is non-transferrable. In the event the ownership of the solid waste facility changes the new owner(s) shall apply for permit immediately upon completion of the change in ownership.

DATE OF EXPIRATION:

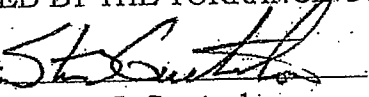
June 1, 2017

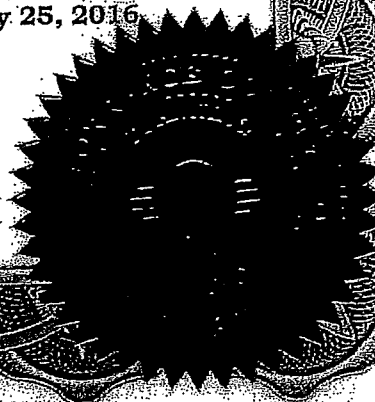
Please apply for renewal at least thirty (30) days prior to the expiration date.

Provide any NM State agency inspection reports received since the last approval.

APPROVED BY THE TORRANCE COUNTY COMMISSION ON: **May 25, 2016**

SIGNED:


Steven J. Guetschow
Planning & Zoning Director



WARRANTY DEED

FRED S. MOORE and MELLENE MOORE, his wife
 _____, for consideration paid, grant
 to KEERS ENVIRONMENTAL, INC., a New Mexico corporation
 whose address is P.O. Box 6848
 Albuquerque, New Mexico 87107
 the following described real estate in TORRANCE County, New Mexico:

The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), and the North-
 east Quarter (NE $\frac{1}{4}$) of Section Nineteen (19); the West Half of the North-
 west Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$), and the Northeast Quarter of the Northwest Quarter
 (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty (20), Township Two (2) North, Range Eight (8)
 East, N.M.P.M.

SUBJECT to any reservations, restrictions and easements of record.
 RESERVING unto the Grantors herein an undivided one-half ($\frac{1}{2}$) interest
 in all of the existing minerals, including but not limited to oil, gas
 coal and fissionable materials, in and to the subject property.

with warranty covenants.
 WITNESS our hands and seals this 28th day of April, 1986.
 X Fred S. Moore (Seal) _____ (Seal)
 X Mellenne Moore (Seal) _____ (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }
 COUNTY OF Torrance } ss.
 The foregoing instrument was acknowledged before me this 28th day of April, 1986
 by Fred S. Moore and Mellenne Moore.
 (Name or Names of Person or Persons Acknowledging) George H. Kausch

I. 2016 General Information Form

Facility Information January 1-December 31, 2016		Permit/Registration #: SWM-013035 (SP)	
County: <u>Torrance</u>	Check One: <input checked="" type="checkbox"/> Open Facility		<input type="checkbox"/> Closed Facility
Facility Name: <u>Keers Asbestos Landfill</u>	Phone: <u>505-828-2650</u>		
Contact Person: <u>Adrian Montano</u>	E-Mail Address: <u>amontano@specialwastenm.com</u>		
Facility Mailing Address: <u>5904 Florence Ave NE</u>			
City: <u>Albuquerque</u>	State: <u>NM</u>	Zip Code: <u>87113</u>	
Physical Location of Facility (City/County Road) <u>~ 12 Miles S of Mountainair off CR 209</u>			

Facility Operator <u>Special Waste Disposal</u>	Phone: <u>505-828-2650</u>
Contact Person: <u>Adrian Montano</u>	E-mail Address: <u>amontano@specialwastenm.com</u>
Mailing Address: <u>5904 Florence Ave NE</u>	
City: <u>Albuquerque</u>	State: <u>NM</u> Zip Code: <u>87113</u>

Facility Owner <u>Same</u>	Phone: _____
Contact Person: _____	E-mail Address: _____
Mailing Address: _____	
City: _____	State: _____ Zip Code: _____

Land Owner <u>Same</u>	Phone: _____
Contact Person: _____	E-mail Address: _____
Mailing Address: _____	
City: _____	State: _____ Zip Code: _____

Financial Assurance	
<input checked="" type="checkbox"/> Check One Box	
<input checked="" type="checkbox"/> Updated Financial Assurance Attached	Questions? Call 505-827-0129
<input type="checkbox"/> Financial Assurance required but not Attached (Explain on Comment Sheet)	
<input type="checkbox"/> Financial Assurance not required (Explain on Comment Sheet)	

Landfills Only	
Check One: <input type="checkbox"/> Open Landfill <input type="checkbox"/> Closed Landfill	
Capacity Information for Open Landfills (If not provided, explain on Comment Sheet)	
Provide Landfill Capacity Used during 2016	<u>8776</u> (Cubic Yards)
Provide Remaining Landfill Capacity	<u>150457</u> (Cubic Yards) (See V. Capacity Worksheet)
Provide Remaining Landfill Life	<u>51.4</u> (Years) (See V. Capacity Worksheet)
Number of acres at current site, not permitted, that could be used for disposal in the future: _____	
Were there any changes in operations that reduced the active life of the landfill by 25% or more?	
<input type="checkbox"/> No <input type="checkbox"/> Yes (Attach Notification)	

Monitoring Results for Open Landfills (and Closed Landfill in Post-Closure Care)	
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Summary of Landfill Gas Monitoring Results Enclosed (if not explain on Comment Sheet)
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Summary of Landfill Ground Water Monitoring Results Enclosed (if not explain on Comment Sheet)
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Summary of Leachate Generated & Treated or Disposed Enclosed (if not explain on Comment Sheet)

Closure and Post-Closure Activity	
Total Acreage Used for Disposal (as of 12/31/16)	<u>~ 25</u> (Acres)
Intermediate Cover <u>25</u> (Acres)	Area Seeded _____ (Acres)
Total Acreage with Final Cover Installed (per Closure Plan)	_____ (Acres)

II. 2016 Material and Solid Waste Management Form

Facility Name: Keers Asbestos Landfill
 County: _____ Permit or Registration # _____
 PRINT Name, Title and Telephone # of the Person Completing Form: Jackie Nguyen, Accounting, 505-828-2650
 Facility Type: Landfill Recycling Composting Transfer/Convenience Center
 Sent to: _____
 Provide Facility Name, City and State _____

Material Type (See Instructions)	Method <input checked="" type="checkbox"/> Mark One <input type="checkbox"/> Weighted	Waste Origin		Managed On-Site:			Sent Off-Site to be:		
		Amount of In-State Material Received in Tons (a)	Amount of Out-of-State Materials Received in Tons (b)	(c) Landfilled or Treated	(d) Recycled, Composted or Mulched	(e) Beneficially Used	(f) Treated, Disposed, Incinerated	(g) Recycled, Mulched, Composted	(h) Beneficially Used
1 MSW									
2 C & D									
3 Clean Fill									
Special Wastes									
4 Industrial Waste									
5 Regulated Asbestos		1317.53	3.38	1320.91					
6 Infectious Waste									
7 Ash									
8 PCS									
9 Offal									
10 Bio-Solids (Treated Sewage Sludge)									
11 Other Sludges									
12 Other Special Waste									
Other Materials:									
13 Brush/Green Waste									
14 Scrap Tires									
15 Motor Oil									
16 Antifreeze									
17 Lead Acid Batteries									
18 HHW									
19 Other Wastes									
20 TOTAL TONS		1317.53	3.38	1320.91					

Questions?
Call 505-827-0129

2016 Additional Comments

Name of Facility: Keers Asbestos Landfill	
Name of Person completing form: Jackie Nguyen	
Names of Certified Operators at Facility:	
Ray Hendricks, Tony Moorehead, Sam Blackshear	
Average <u>Landfill</u> Tipping Fees:	Average <u>Transfer Station</u> Tipping Fees:
MSW: NA	MSW: NA
Tires: NA	Tires: NA
Special Waste:	
To Be Completed by Facilities Accepting and <u>Storing</u> Tires:	
Number of tires stored onsite at the <u>beginning</u> of calendar year (January 1, 2016):	Number of tires stored onsite at the <u>end</u> of calendar year (December 31, 2016):
Passenger Tires:	Passenger Tires:
Truck Tires:	Truck Tires:
Tire Bales:	Bales:
Financial Assurance not enclosed because:	
General Comments:	
Landfill Information Only:	
Gas Monitoring Results not enclosed because:	
Ground Water Monitoring Results not enclosed because: NA	
Leachate Generation Report not enclosed because: NA Special Waste Landfill	
Capacity Information not provided because: NA Special Waste Landfill	

V. 2016 Landfill Capacity Worksheet

Landfill Capacity Calculation Worksheet for Keers Asbestos Landfill

All owners/operators are **required** to provide information regarding landfill capacity. To calculate your landfill's remaining capacity you may use: 1) this Excel worksheet 2) a terrain computer model program such as "TerraModel ToolPak" or 3) hire an engineering firm to complete the calculations. If you use the worksheet, it will calculate the values K, L and M for you; all you need to do is input the information as requested for items A through J. Once completed, include this form as part of your Annual Report.

Enter your data here:

Landfill information			
(A)	Total landfill area	37.2	Acres
(B)	Total permitted volume (gross capacity)	434000	Cubic yards
(C)	Thickness of liner protective soil layer	0	Feet
(D)	Thickness of final cover	3.0	Feet
(E)	Estimated percentage of gross capacity taken by daily and intermediate covers (if unknown, use default value of 25%)	10	%

Waste Information					
<i>Note: The worksheet allows you to enter the amount of received waste based on a combination of two different types of records: tonnage and gate-yards. Combined, these records should represent the total received waste. Mark appropriate boxes if values are actual or estimated.</i>					
				Actual	Estimated
(F)	Waste received through 2015 based on tonnage (if no tonnage receipts, enter "0")	0	Tons	<input type="checkbox"/>	<input type="checkbox"/>
(G)	Waste received through 2015 based on gate-yards (if no gate-yard receipts, enter "0")	175508	Cubic yards	<input type="checkbox"/>	<input type="checkbox"/>
(H)	Waste received in 2016 based on tonnage (if no tonnage receipts, enter "0")	0	Tons	<input type="checkbox"/>	<input type="checkbox"/>
(I)	Waste received in 2016 based on gate-yards (if no gate-yard receipts, enter "0")	8776	Cubic yards	<input type="checkbox"/>	<input type="checkbox"/>
(J)	Compaction rate of emplaced waste (for example, enter "3" for 3 to 1 compaction). If wastes are being compacted but compaction rate is unknown, enter default value of "2" for a conservative result. If no compaction, enter "1".	3			

Calculations			
<i>Note: If the calculations are not performed automatically by the worksheet, complete them manually using the provided formulas.</i>			
(K)	Net waste capacity $K = B - A * (C + D) * 4840 / 3 - B * E / 100$	210552	Cubic yards
(L)	Remaining permitted waste capacity $L = K - (F + H) * 6 / J - (G + I) / J$	150457	Cubic yards
(M)	Estimated remaining site life $M = L / (H * 6 / J + I / J)$	51.4	Years

Form Completed by: Jackie Nguyen
 Telephone number: 505-828-2650

NOTE:

K: 4,840 = square yards in acre

L: 6 = number of uncompacted cubic yards/ton

2016 Financial Assurance Estimate Summary

Facility Name Keers Asbestos Landfill

Name of Person Completing Form Jackie Nguyen Telephone # 505-828-2650

Financial Assurance Mechanism(s) Used. (Check all that are used)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Trust Fund | <input type="checkbox"/> Surety Bond |
| <input type="checkbox"/> Irrevocable Letter of Credit | <input type="checkbox"/> Insurance |
| <input type="checkbox"/> Risk Management Pool | <input type="checkbox"/> Local Government Financial Test |
| <input type="checkbox"/> Local Government Reserve Fund | <input type="checkbox"/> Corporate Financial Test |
| <input type="checkbox"/> Do Not Know FA Mechanism | <input type="checkbox"/> None |
| <input type="checkbox"/> Not Applicable (Explain: _____) | |

20.9.10.9 FINANCIAL ASSURANCE FOR CLOSURE AND NUISANCE ABATEMENT requires:
 --The owner or operator of a solid waste facility shall develop a detailed written estimate, in current dollars, of the cost of hiring a third party to close the largest area of the facility ever requiring closure under 20.9.6 NMAC at any time during the active life. This estimated cost should include estimated costs for an independent project manager and contract administration.
 --Owner or operator shall annually adjust the closure and post-closure care estimate for inflation and any other factors affecting post-closure costs.

	No.	Task	Cost Estimate
1	CC	Closure Construction	\$ 21,483
2	PC	Post-Closure Landfill Maintenance	\$ 39,000
3	EM	Environmental Monitoring	\$15,000
4	PH I	Phase I/II Assessment	NA
5	PH II	Phase I/II Assessment	NA
5	O	Other Specify (i.e. Gas Collection Control System Decommissioning)*	NA
Total Cost Estimate:			\$ 75,483

*Provide separate Table, as necessary

Send Financial Assurance worksheets to:
 Auralie Ashley-Marx, Bureau Chief, Solid Waste Bureau,
 1190 St. Francis Dr. P.O. Box 5469, Santa Fe, NM 87502

DO NOT send forms to Cabinet Secretary Tongate

2016 CLOSURE CONSTRUCTION --CLOSURE COST ESTIMATE

Facility Name Keers Asbestos Landfill

Date _____

CC	Task	Unit Quantity	Unit (CY, Acre)	Unit Cost	Total Cost
Final Cover Installation					
CC-1	Install and compact ___ " Barrier Layer	2420	CY	\$ 2.00	\$ 4840.00
CC-2	Install 6" Vegetative Layer	.05	ACRE	\$ 7,500	\$ 3,750.00
CC-3	Vegetative Seeding (Class _____)	15.2	ACRE	\$ 215	\$ 17,290.00
				Task Subtotal:	

CC	Task	Unit Quantity	Unit (CY, Acre)	Unit Cost	Total Cost
Stormwater Management					
CC-4	Construction Stormwater Pollution Prevention Plan (SWPPP)	ALREADY	IN PLACE		NA
				Task Subtotal:	

CC	Task	Unit Quantity	Unit (CY, Acre)	Unit Cost	Total Cost
Final Cover CQA					
CC-5	Inspection and Laboratory & Field Testing	16	HOURS	\$ 70	\$ 1,120
CC-6	CQA Report Preparation & Engineer Certification	16	HOURS	\$ 70	\$ 1,120
				Task Subtotal:	

SUBTOTAL					\$ 19,530.00
Independent Project Manager and Contract Administration Cost (10% of Task Totals)					\$ 1,120.00
TOTAL COST					\$ 21,483.00

Closure Assumptions (Check all that apply)

- Closure costs based on contracting with qualified 3rd party to complete and certify closure
- Activities included in the estimate are based on current dollars
- Estimates based on previous experience with landfills located in arid areas
- Based on current subcontractor costs in the area

Final cover installation costs assume that: (Select all that apply)

- 1 Greatest area requiring final cover is 15.2 acres
- 2 12" of intermediate cover is already installed on 25 acres.
- 3 All soils are available on site
- 4 0 % of cover soil will have to be obtained off-site
- 5 51 % Top soil will have to be purchased
- 6 On-site soils will have to be amended to meet HELP Model specifications

2016 POST-CLOSURE CARE ESTIMATE

	Task	Unit Quantity	Unit (CY, Acre)	Unit Cost	Total Cost Per Year	Total Cost
PC 1	Final Cover Inspection and Reporting					
	Inspection	30	Per Year	\$ 400	\$ 400	\$ 12,000.00
	Record keeping and reporting	30	Per Year	\$ 200	\$ 200	\$ 6,000.00
				Task Subtotal		\$ 18,000.00

PC2	Final Cover Maintenance					
	Cover Maintenance (Erosion)	30	Acre/yr	\$ 200	\$ 200	\$ 6,000.00
	Vegetation	30	Acre/yr	\$ 200	\$ 200	\$ 6,000.00
				Task Subtotal		\$ 12,000.00

PC3	Leachate System (If applicable)					
	Inspection, Measurement & Repair					NA
	Pump Replacement					NA
	Removal & Disposal/treatment					NA
				Task Subtotal		NA

PC4	Surface Water Management Systems					
	Inspection & Repairs	30	Acre/yr	\$ 200	\$ 200	\$ 6,000.00
	System Upgrades (Rip-rap)					
				Task Subtotal		\$ 6,000.00

PC5	Fencing/Site Security					
	Inspection & Repairs	30	Repair/yr	\$ 100	\$ 100	\$ 3,000.00
				Task Subtotal		\$ 3,000.00

SUBTOTAL					\$	\$ 39,000.00
Contract Management Cost as Percent of Subtotal					\$	\$
TOTAL COST					\$	\$ 39,000.00

Check all Post-Closure Maintenance Cost Assumptions that apply to this estimate

- Closure costs based on contracting with qualified 3rd party to complete post-closure care
- Activities included in the estimate are based on current dollars
- Estimates based on previous experience with landfills located in arid areas
- Based on current subcontractor costs in the area

Contact Auralie Ashley-Marx, at 505-827-2775 or auralie.ashley-marx@state.nm.us with questions regarding Financial Assurance, completion of the estimate form, or about the provision of required documents.

2016 ENVIRONMENTAL MONITORING POST-CLOSURE CARE ESTIMATE

	Task	Unit Quantity	# Events Per Year	Unit Cost	Total Cost Per Year	Total Cost
EM1	Landfill Gas Monitoring					
30 Years	Field Data Collection	30	1	\$ 350	\$ 350	\$ 10,500.00
30 Years	Record keeping and reporting	30	1	\$ 150	\$ 150	\$ 4,500.00
Task Subtotal						\$ 15,000

EM2	Detection Groundwater Monitoring					
30 Years	Field Sampling Services					NA
30 Years	Laboratory Analysis					
30 Years	Qualified GW Scientist report prep.					
Task Subtotal						NA

SUBTOTAL	\$	\$ 15,000.00
Contract Management Cost as Percent of Subtotal	\$	\$
TOTAL COST	\$	\$ 15,000.00

Check all Post-Closure Environmental Monitoring Cost Assumptions that apply to this estimate

- Closure costs based on contracting with qualified 3rd party GW scientist to complete monitoring & reporting
- Activities included in the estimate are based on current dollars
- Estimates based on previous experience with landfills located in arid areas
- Based on current subcontractor costs in the area

Contact Auralie Ashley-Marx, at 505-827-2775 or auralie.ashley-marx@state.nm.us / with questions regarding Financial Assurance, completion of the estimate form, or about the provision of required documents.

Phase I Assessment Estimates

	Task - Phase I - 20.9.9.13.B NMAC	Units (well #)	Unit (Events,ect)	Unit Cost	Total Cost Per Year	Total Cost
PH1-a	Sampling and Analysis (AML Exceedance) Existing Well					
	Laboratory Analysis Subsection B & C NMED GW Constituent Lists (downgradient wells only).					
	If constituents found in downgradient wells, four samples from upgradient and downgradient shall be collected to establish background for constituents without established background levels					
	Field Sampling Services					
	Qualified GW Scientist Report Prep.					
Task Subtotal						

PH1-b	Task - Phase I - 20.9.9.13.D.2 NMAC					
	Sampling and Analysis (All existing wells)					
	Test Subsection A & C and detected B constituents all wells semiannually, or using approved alternative list.					
	Subsection B list 20.9.9.20 at least once every five years.					
	Field Sampling Services - all wells					
Groundwater Report Prep. by qualified GW scientist						
Task Subtotal						

PH1-c	Task - Phase I - 20.9.9.13.G NMAC					
	New Well Installation, Sampling, Analysis, of Assessment					Initiation
	Well Installation, minimum one well when CAL exceeded					
	Field Sampling Services - new well only					
	Qualified GW Scientist Assessment Report					
	Well Installation, 20.9.9.13.G.3 NMAC minimum one, probably two wells to determine extent of release.					
	Field sampling services - new well only					
Qualified GW Scientist Assessment Report						
Task Subtotal						

PHASE I and PHASE II ASSESSMENT ESTIMATES (Continued)

Phase II Assessment Estimates

	Phase II 20.9.9.15 & 20.9.9.16 NMAC	Units (well #)	Unit (Events,ect)	Unit Cost	Total Cost Per Year	Total Cost
PH2	Phase II(a) Corrective Measures Assessment Report by qualified consultant and Public Meeting per 20.9.9.15 NMAC					
	Phase II (b) Selection of Remedy Report- qualified consultant per 20.9.9.16 NMAC					
PH3	Implementation of Corrective Measures 20.9.9.17 NMAC (Start setting \$ aside for this concurrent with Phase D)					
				Task Subtotal		
					SUBTOTAL	\$
Contract Management Cost as Percent of Subtotal					\$	\$
					TOTAL COST	\$

Check all Post-Closure Maintenance Cost Assumptions that apply to this estimate

- Phase I/II costs based on contracting with qualified 3rd party to complete specified activities
- Activities included in the estimate are based on current dollars. Previous experience with landfills in arid areas
- Costs based on current qualified subcontractor costs
- Estimates are based on sampling and analysis of wells intended to be part of the GW monitoring network for the next ____ years. (Can be 10, 15, 20 or 30 years.) Includes worst case estimate of installation of 2 wells during this period.
- Costs may also be based on number of years of existing permit or years remaining in post-closure care period.

Contact Auralie Ashley-Marx, at 505-827-2775 or auralie.ashley-marx@state.nm.us with questions regarding Financial Assurance, completion of the estimate form, or about the provision of required documents.

2016 ADDITIONAL REQUIRED INFORMATION

For Each Financial Mechanism Used You Must Also Attach the Following Information

Financial Assurance Mechanism	Attachments Required
<p>Check boxes for items that are attached</p> <input checked="" type="checkbox"/> Trust Fund 20.9.10.13	Documentation that demonstrates payments into the Fund and available balance in fund as of Dec. 31.
<input type="checkbox"/> Surety Bond - 20.9.10.15	Evidence of Bond (copy) and demonstration that a trust fund or standby trust fund has been established, the amounts paid into the trust during past calendar year, and total funds available as of Dec. 31
<input type="checkbox"/> Irrevocable Letter of Credit - 20.9.10.16	Must provide affirmative statement that Letter of Credit is still valid, or copy of renewal letter to demonstrate compliance. If cancelled, cancellation must be provided to the SWB within 120 days of cancellation.
<input type="checkbox"/> Insurance - 20.9.10.17	If not previously provided, must attach copy of the Certificate of Insurance. Provide information that demonstrates that premium payments were made. Copy of latest audited financial statement provided by Insurer.
<input type="checkbox"/> Risk Management Pool -20.9.10.18	Must provide contractual agreement among participants (Risk Management Pools must be pre-approved by the Secretary). Provide annual contribution table to demonstrate payments, and include documents that demonstrates Trust Fund has been incorporated into framework.
<input type="checkbox"/> Local Government Financial Test - 20.9.10.19	Provide current demonstration of bond rating by Moody's, Standard and Poor's, or other Bond Rating Firm. If not bonded, must provide financial ratios. Must attach most recent independently audited year-end financial statements and/or independent Audit Report with findings. Must provide information of alternative financial assurance for those costs that exceed limits set in Paragraphs (1) and (2) 20.9.10.19.F
<input type="checkbox"/> Local Government Reserve Fund - 20.9.10.20	Reserve Fund must be created by Resolution. Must attach most recent independently audited, year-end financial statements and/or independent Audit Report with findings. Copy of Resolution must be provided if amended, and if not previously provided to the Dept. Review resolution annually to determine if adequate funds are deposited in the fund to meet current obligations. If not adequate amend and submit to SWB.

ADDITIONAL REQUIRED INFORMATION (CONTINUED)

For Each Financial Mechanism Used You Must Also Attach the Following Information

Financial Assurance Mechanism

Attachments Required

Check boxes for items that are attached

Local Government Guarantee - 20.9.10.21

Written guarantee must be effective prior to initial receipt of waste or prior to 2007. Not aware of any facilities using this mechanism.

Corporate Financial Test - 20.9.10.22

Only valid for private entities. Provide current demonstration of bond rating by Moody's, Standard and Poor's, or other Bond Rating Firm, plus net worth as specified in 20.9.10.22 A.2. Provide letter signed by owners Chief Financial officer that lists all current cost estimated covered by the Financial Test. Copy of independent certified public accountant's unqualified opinion of owner's financial statements for latest completed fiscal year. To qualify, accountant's opinion must be unqualified. Adverse opinion, disclaimer, or other qualified opinion shall be cause for possible disallowance.

Multiple Mechanisms - 20.9.10.23

Owners may satisfy financial assurance requirements by establishing more than one financial mechanism per facility. Must provide required documentation for each mechanism used to cover all projected costs.

Please note: If the required attachments are not provided, the Solid Waste Bureau will be issuing Notices of Violation for this reporting year.

All Financial Assurance Estimates, supporting documents must be sent to the Solid Waste Bureau, not the NMED Secretary. Documents not sent directly to the Solid Waste Bureau may be lost.

Contact Auralie Ashley-Marx, at 505-827-2775 or auralie.ashley-marx@state.nm.us/ about any questions regarding Financial Assurance, completion of the estimate form, or about the provision of required documents.

TORRANCE COUNTY

NOTICE OF ACTION ON NE 4 NW 4 & NE 4 SECTION 19 & NW 1/4 & NE 4 NW 4 SECTION 20, T4N, R9E
FOR RENEWAL OF SPECIAL WASTE PERMIT
SPECIAL WASTE DISPOSAL, INC. (KEERS)

THE COUNTY ZONING BOARD HAS SCHEDULED A PUBLIC MEETING ON REGAMEND

~~JUNE 7 2017~~ 9:30 AM APPROVAL
THE COUNTY HAS SCHEDULED A ~~PUBLIC MEETING~~ ON (DATE/TIME)

JULY 12 2017 9:00 PM
THE COUNTY HAS SCHEDULED A PUBLIC HEARING ON (DATE/TIME)

AT THE COUNTY ADMINISTRATIVE BUILDING
FOR INFORMATION CALL (505) 544-4391 OR FAX (505) 384-5294
THIS SIGN SHALL BE POSTED

FROM 5/18 TO TBRD
IT IS ILLEGAL FOR AN UNAUTHORIZED PERSON TO REMOVE OR TAMPER WITH THIS SIGN

06/08/2017 06:15



2014 SATELITE IMAGE



2010 SATELITE IMAGE

TORRANCE COUNTY PLANNING & ZONING BOARD

MINUTES

Commission Chambers Administrative Offices 205 9th Street Estancia New Mexico 87016

REGULAR MEETING

June 7, 2017

ATTENDANCE

In attendance were; Chairman Ron Graham, Vice Chair Max Cabber, Board members Gail Langell, Marty Hernandez, County Attorney Dennis Wallin, Planning & Zoning Director Steve Guetschow.

CALL TO ORDER

Chairman Graham called the meeting to order at 9:31 a.m. and the Pledge of Allegiance was recited.

APPROVAL OF AGENDA

Mr. Graham presented the meeting agenda. **Mr. Guetschow** referred to Action Item 1 which had both RCP & VCP listed as zone districts which should be VCP. Mr. Graham entertained a motion to approve the minutes with Action Item number 1 zone district corrected to VCP. **Mr. Hernandez** made the motion to approve with the correction, **Mr. Cabber** seconded. **All in favor. Motion carried.**

APPROVAL OF MINUTES

Mr. Graham discovered the minutes of the May 3, 2017 meeting were missing in his package and the other Board members confirmed the item was missing in theirs as well. Mr. Wallin suggested tabling approval of the May 3 minutes until the July meeting. **Mr. Cabber** made a motion to table; **Mrs. Langell** seconded. **All in favor. Motion carried.**

1. Conditional Use Permit, Second Dwelling for Caretaking Purposes.

Applicant: Phillip Jaramillo
Agent: Self
Sites: Torreon O.T.S. Lot 24, Projected Section 27, T.6N., R.6E., NMPM being 24 Ojo road.
Zone: (VCP) Village Community Preservation District

Phillip M. Jaramillo came forward and was sworn. He wishes to move onto the three acre parcel in Torreon to take of his parents and wants to install a second mobile home on the parcel. Once the second mobile home is established on the property and his parents move into it with him, he intends to sell the existing mobile home belonging to his parents and remove it from the property. **Mr. Graham** asked if there were comments in favor of or in opposition to the application. **Erminio Salas representing the Torreon Water Association** came forward and was sworn. He asked Mr. Jaramillo if utilities would be connected to the new home and upon confirmation stated that a separate water meter would have to be installed to serve the second dwelling and cannot run the water from the existing dwelling to the proposed second dwelling. **Mr. Cabber** asked for clarification that each dwelling must have an individual meter which was confirmed and then asked if there is a buy in fee to the water association to have the meter installed. When Mr. Salas confirmed this he asked if there was water available once Mr. Jaramillo paid the fee. Mr. Salas confirmed there was. **Mr. Graham** asked Mr. Jaramillo if he intended to comply with the Water Association and Mr. Jaramillo stated he would and have the second meter installed as well as approval and installation of a second septic system, and for electricity he planned to use "propanels" (photophotaic collectors). He stated he would do whatever is required to be done. **Mr. Salas** stated that the water association would have to be addressed to confirm a second

water meter could be installed. Mr. Graham referred to the memo provided by Mr. Jose Maria Perea, President of the land grant stating they had no objections through the water association according to the rules of the water association. Mr. Salas was provided with a copy of the memo. **Mr. Leo Chavez** came forward and was sworn. He works for the water association and stated they can only have one meter per household and a second meter could not be installed because it's a two inch line and there's no space for a second meter. Mr. Graham pointed out there seemed to be a conflict in what Mr. Perea stated in his memo and what the water association representatives were telling the Board and asked why. Mr. Chavez replied that Mr. Perea is the President but he and Mr. Salas do all the work. **Mr. Salas** stated that Mr. Perea is the President of the Torreon Land Grant but the water association is not the same entity. He said that the water association just wants to be sure, for the record, that Mr. Jaramillo will follow the rules of the water association and not supply water to both dwellings through the one existing meter. Mr. Graham asked Mr. Jaramillo if he understood what the water association required and the reply was that they are making conflicting statements in that their claim is there isn't enough water in a two inch line for a second meter and asked what size the water line is serving the parcel. Mr. Chavez said it's a three quarter inch (3/4") line (from the 2" line) and reiterates that if a second meter is connected to the smaller line the water association cannot guarantee they will have enough pressure to serve both dwellings. Mr. Chavez said Joe Perea Sr. is the president of the water association but Jose Maria Perea is President of the Land Grant and has nothing to do with the water association. Mr. Graham conferred with Mr. Wallin about continuing with the application at this point. Mr. Wallin states the application requirements state water is available to the subject property. The Board can either grant the application on condition that the applicant complies with the water association and Staff must have a letter from the water authority approving the connection or the second choice of denial at this time. Mr. Cabber asked if the Board can table their decision and Mr. Wallin affirmed that choice was available. Mr. Graham asked for Staff comment and Mr. Guetschow explained that prior to moving the mobile to the site the applicant would have to submit a land development permit application which requires proof the applicant is under contract with the water association to meet the water availability requirement. **Mr. Chavez** restates that they cannot run water to both homes from one meter at the same time. Mr. Salas had a sidebar with Mr. Jaramillo and suggested Mr. Jaramillo schedule a meeting with the water association to determine what needed to be done at the site. **Mr. Graham** saw that Ms. Chavez in the audience wished to comment and asked her to come forward. After being sworn **Ms. Lenora Chavez** of 20 Ojo road wished to make clear for the record that she is involved with another case with Mr. Wallin prior to her presentation addressing her concerns regarding the water, the lack of information on the site plan provided regarding the proposed location dimensions of the proposed home and septic system. Provisions for NMEv department approval of the new septic system, and drainage of the property onto her property. She stated that Mr. Jaramillo had performed a lot of backfill work which she fears will cause water runoff to her property and damage her family's home which had been there for several decades and was an example of traditional buildings in the community. She claimed a dump truck had dumped fill material as late as June 1st. She wants assurance that her property is protected. She had consulted RLD-MHD and NMEv departments about standards for installation of homes and liquid waste systems. She was informed by the NMEv dept. that one acre was required for a conventional septic system and although Mr. Jaramillo claims there are three acres in the parcel, the location of the existing and proposed home is on less than one acre. Ms. Chavez also questions Mr. Jaramillo's claim to ownership of the land and if he is the representative for his parents. She claims the Jaramillos don't live on the property reading the mailing addresses on the documentation provided and described an incident in which Mr. Jaramillo left a note on her gate inquiring if she would be interested in selling her parcel. She is concerned that the second dwelling and septic system will be utilized for purposes other than caretaking and wants assurance the second dwelling will be removed and requirements of County regulations are upheld. Ms. Chavez is also concerned that the water pressure to her property will be affected adversely. She provided a copy of her presentation to be added to the record. **Mr. Graham** asked for Mr. Jaramillo's rebuttal. **Mr. Jaramillo** stated the drainage of the property is to the south into the creek, away from both parcels, and will not affect Ms. Chavez's property. He has consulted a liquid waste contractor, Mr. Austin, who

made a site visit and told him where the system would have to be located and Mr. Austin also consulted NMEV in regard to the site conditions in case a special permit would be needed but reported to Mr. Jaramillo that nothing special would be needed to perform the work they had discussed. **Mr. Cabber** asked what acreage was used in determining the site suitability for the septic systems. Mr. Jaramillo said three acres. Mr. Cabber asked how many bedroom areas are to be served by the septic systems. There are three existing and two in the proposed dwelling. Mr. Jaramillo rebuked Ms. Chavez's claim regarding the Jaramillo's presence on the parcel explaining that his parents spend half their time in Torreon and half their time in Albuquerque at his brother's home in a guest house. He restated his intent to comply with all regulations and remove the second dwelling when all site preparations and home installation has been completed and does not intend to use the second dwelling as a rental unit; the property has been in his family for four generations and it's his retirement home. **Ms. Chavez** returned to the podium to rebut Mr. Jaramillo's claim she doesn't attend her property and stated she visits her property three times a week. **Mr. Graham** asked for further Staff comment. **Mr. Cabber** asked Staff for clarification of the plat provided and the parcel configuration in regard to parcels defined. Mr. Guetschow describes the parcel configuration of the assessor's map in relation to the water association map of the parcels. Mr. Chavez returned to the podium to ask how much separation is required between the well and septic systems. Mr. Cabber replied one hundred feet and Mr. Chavez stated water association has a well in the vicinity. Mr. Cabber agrees with Ms. Chavez that the site plan needs more detail. Mr. Graham has Mr. Chavez look over the maps provided and Mr. Chavez described prior legal agreements regarding the configuration of the subject property. Mr. Cabber stated that because there has been so much trading of tracts in the vicinity that a survey of the Jaramillo's property should be done before the Board makes a decision. Mr. Graham agrees and asked for a motion to table the application until a survey is completed and Mr. Jaramillo and the water association are in agreement to what needs to be done. **Mr. Cabber motions the item be tabled until an agreement is reached between the Jaramillos and the water association and a real survey of the tract is completed which shows the exact layout of the tract(s) in question with all existing property improvements shown with dimensions to property lines and the location of the proposed improvements dimensioned to the property lines. Mrs. Langell seconds, all in favor, motion to table carries.**

2. Special Waste Permit Renewal

Applicant: Special Waste Disposal, LLC (Keers)
Agent: Adrian Montano
Site: NE4, NW4, NE4 Section 19 & the W2, NW4, the NE4, Nw4 of Section 20, T.2N., R.8E. NMPM
Zone: (SW2) Solid Waste Management District.

Mr. Adrian Montano came forward to be sworn as agent for Special Waste Disposal, LLC. He described the two decade history of the company's relation with the County and requested renewal of their permit. Mr. Graham asked for comment concerning the application. **Ms. Cassie Castor** came forward and was sworn. She stated she is not for or against the renewal of the application but wished to register her complaint regarding the negligent driving habits of the company's truck drivers, claiming they are always speeding and have run local people off the road. She stated the condition of highway 55 has deteriorated and hoped the County would have the State fix the highway. Mr. Montano rebutted her comment stating he will discuss the speeding accusations with their drivers and the fact that other trucking traffic uses the roadway as well. The company does have regular safety meetings with their drivers and will address Ms. Castor's complaints with their personnel and stated their drivers reside in Mountainair. **Mr. Graham** asked for Staff comment. **Mr. Guetschow** confirmed that Ms. Castor was referring to highway 55 and not Liberty Valley road. He describes the public notification followed and reminded the Board they will make a recommendation and advised them of when the public hearing could be scheduled. He also described the information contained in the package and conditions at the site. Mr. Graham asked for question and comment from the Board. Hearing none he asked Mr. Montano which access roads they use to access the site. Mr. Montano states they're all over the State and

may come from any direction but his drivers do not take their vehicles home. Mr. Montano clarifies that asbestos is not considered a hazardous waste and is kept sealed in transit and on-site. Mr. Cabber recommends approval, Mrs. Langell seconds. All in favor of a recommendation for approval. Mr. Wallin reminds the Board that applications of this type require written report submitted to the Commission.

3. Conditional Use Permit, Second Dwelling for Caretaking Purposes.

Applicant: David Hibler
Agent: Self
Site: NW4, NE4, NE4, NW4 of Section 29, T.8N., R.9E. NMPM being 197 Calle del Sol.
Zone: (AP-5) Agricultural Preservation with 5 ac. min. lot size.

Mr. Graham introduces the item and **David Hibler** comes forward to be sworn. He explained his daughter’s health condition and their need to house her nearby to monitor her condition. He describes the mobile home they propose to install on the property, the water availability, and site condition of the subject parcel. Mr. Hibler describes the neighboring property development and his discussion of the application with his neighbors. Mr. Graham asked for comment from the public. Hearing none he asked for Staff comment. **Mr. Guetschow** described the photographic report of the site he included in the Board member’s packages and states he doesn’t have any problems with the documentation provided. **Mr. Cabber** asked Mr. Hibler about a road easement crossing the lot to another parcel behind the subject parcel and if he would respect the easement. Mr. Hibler explained that when the lot was divided for FHA loan approval the easement was granted for access to the back lot in case of default on the mortgage. Mr. Cabber asked Mr. Wallin if the easement still exists and **Mr. Wallin** explains that on the face of how the easement does exist. Mr. Cabber and Mr. Hibler discuss the easement and location of the proposed mobile home and Mr. Hibler explains the easement location was not located by dimension on the land division exhibit. **Mr. Cabber** discusses the requirement to remove the second mobile home when their daughter’s marital status changes. **Mr. Wallin and Staff** remind the Board that the conditional use is renewed every five years and changes to Miss Hibler’s status would be considered at that time. The Board is reminded that condition use renewals are performed administratively. Mr. Graham commented on his knowledge of Miss Hibler’s condition since she was a child and asked the Board for a motion. **Mrs. Langell motioned to approve the application for conditional use permit and Mr. Cabber seconded. All were in favor and the motion to approve passed.**

DISCUSSION ITEMS:

- Mr. Guetschow reminds the Board of what transpired at the May meeting regarding Mssrs. Torres & Maxwell’s status on the Board. He has confirmed with the Commission that Mrs. Langell and Mr. Hernandez as existing Board member alternates would be able to fill the vacancies for the district one and that the district three vacancy has been advertised. The Commission will decide whether Mr. Hernandez or the district three candidate would act as the regular alternate for the Board.

Executive Session:

As per Motion and Roll Call Vote, pursuant to New Mexico State Statute Section 10-15-1 (NMSA 1978), the following matters will be discussed in Closed Session:

There was nothing to be discussed in Executive Session.

ADJOURN

Having no more business, **Chairman Graham** asked for a motion to adjourn. **Mr. Cabber** motioned to adjourn and **Mr. Hernandez** seconded. All in favor, meeting adjourned at 10:59 a.m..

Ron Graham, Chairman of the Board

Steve Guetschow, Planning & Zoning Director