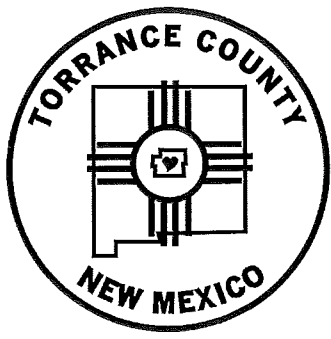


TORRANCE **C**OUNTY
COMMISSION MEETING
SEPTEMBER 27TH, 2017
9:00 A.M.

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

September 27th, 2017

9:00 A.M.

Please Silence All Electronic Devices

Call Meeting to Order
Pledge of Allegiance
Invocation

Approval of Minutes: September 13th, 2017

Approval of Meeting Agenda

Approval of Consent Agenda:

1. Approval of Checks
2. Indigent Claim(s)

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.)

***Presentation(s):**

1. 2018 NMAC Legislative Priorities
 - a. Resolution 2017-043 A Resolution Supporting the 2018 Legislative Priorities of the New Mexico Association of Counties
2. Document Solutions – Marcos Chavez
 - a. Lease between Torrance County Sheriff's Department and Document Solutions
3. Youth Employment Appreciation Certificate
4. Update on Mountainair Learning Center – Michael Godey, Resident

***Department Requests/Reports:**

5. Updates: a. Various County Departments b. Other Boards or Land Grants (upon request) c. Forest Service (upon request) d. Commission
6. Review by Commission Petition to Permit the Locations of Polling Place Outside Precinct Boundaries and Review of Order to Permit the Location of Polling Place Outside Precinct Boundaries – Linda Jaramillo, County Clerk
7. Memorandum of Understanding between Torrance County and EVSWA for Illegal Dumping Clean-up Service & Dumpster Rental – Dan DeCosta, Code Enforcement Officer
8. Memorandum of Understanding between Torrance County and EVSWA for Tire Amnesty Services & Fees – Dan DeCosta, Code Enforcement Officer
9. Resolution 2017-048 Directing Torrance County Employees to Obtain National Incident Management System (NIMS Incident Command System (ICS) Training – Martin Lucero, Emergency Manager
10. FY16/17 Extension Letter(s) for CAP and SB – Leonard Lujan, Superintendent
 - a. Extension Letter and Resolution 2017-049 CAP
 - b. Extension Letter and Resolution 2017-050 SB
11. Architect Contract for Counter Remodel Project – Tracy Sedillo, Treasurer

***Commission Matters:**

12. Request for Proposals for Legal Services for Torrance County – Commissioner DuCharme
13. Partial Closure of Marty Road – Felipe Lovato, Resident

***1:30 P.M. Public Hearing:** Public Hearing to consider proposed revisions to Section 13 of the Solid Waste ordinance 94-12 regarding discounts to solid waste management fees.

14. Review Proposed Revision & Amendment to Ordinance 94-12 Section 13.E 7 Resolution 2016-18A
 - a. Amendment Wording Change

***County Manager Requests/Reports:**

15. Ratify Building Agreement for PMS Internet Upgrade with Century Link
16. Review & Approval of First Amendment to Contract Between Torrance County & Core Civic
17. Update

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

***Adjourn**



Minutes

DRAFT COPY

Torrance County Board of Commissioners

Regular Commission Meeting

September 13th 2017

Commissioners Present: JAVIER SANCHEZ – CHAIRMAN
JULIA DUCHARME – MEMBER
JAMES FROST – MEMBER

Others Present: BELINDA GARLAND – COUNTY MANAGER
ANNETTE ORTIZ – DEPUTY COUNTY MANAGER
DENNIS WALLIN – COUNTY ATTORNEY
LINDA JARAMILLO – COUNTY CLERK
GENELL MORRIS – ADMIN ASSISTANT

Call Meeting to order

Chairman Sanchez: Calls the September 13th 2017 regular commission meeting to order at 9:05AM

Pledge lead by Amanda Tenorio

Invocation lead by Manuel Romero

Approval of the August 23rd 2017 regular commission meeting minutes:

Madam Commissioner DuCharme Moves to approve minutes of August 23, 2017 regular Commission Meeting.

Commissioner Frost Seconds the motion.

All in favor: MOTION CARRIED

Approval of Meeting agenda:

Commissioner Frost: Moves to approve meeting agenda

Madam Commissioner DuCharme: Seconds the motion.

All in favor: MOTION CARRIED

Approval of Consent agenda:

Madam Commissioner DuCharme moves to approve meeting agenda

Chairman Sanchez: seconds the motion

All in favor: MOTION CARRIED

***ACTION ITEMS**

ITEMS TO BE CONSIDERED AND ACTED UPON

***Presentation(s):**

a) 2017 Tax Rates

a. Tax Rate Setting Order – Jessie Lucero, Deputy Assessor

Jessie Lucero, Deputy Assessor: This is a formality, we need to get this tax rate setting order approved. We will be sending the tax rule to the Treasurer next Friday. I need all three(3) Commissioners to sign the tax order setting, and the County Clerk will attest.

Madam Commissioner DuCharme: Mr. Lucero can you explain these numbers?

Jessie Lucero, Deputy Assessor: I have attached in your agendas the tax rates from last year to this year. In June we sent our certification over to DFA. That certifies the county's values for the year. DFA takes that information and they generate the tax rate for this year. Things are not looking that great, some taxing authority areas went down others went up. There's a lot of factors that play into that. If a school went out for a GO bond, most likely your taxes are going up. The County debt service went down, we paid off the GO bond. So most likely we approved it again, it will probably go up next year. If you want to discuss this more in detail offline, I can certainly go line by line from each taxing authority.

Belinda Garland – County Manager: For the record, this is property taxes?

Jessie Lucero, Deputy Assessor: That's correct, this is only property tax.

Belinda Garland – County Manager: Is this the life stock taxes as well?

Jessie Lucero, Deputy Assessor: Correct

Madam Commissioner DuCharme: They are valid for 2017-2018 FY?

Jessie Lucero, Deputy Assessor: That's Correct, the reason we need these mill rates approved today, is because next Friday we send over the tax rule. All that information will be entered into the tax rule before the treasurer sends out everybody's tax bills for 2017.

Madam Commissioner DuCharme: When you say it is just formality, you are saying the commission has no say in it?

Jessie Lucero, Deputy Assessor: The Commission can disagree, the commission or any taxing authority are not the ones that set the tax rates, DFA does. You are the governing body of the county. Just one other clarification; as you look at the mill rates. I've contacted every taxing authority (the town of Estancia, the school district, Soil and Water). I'm required by law to contact every taxing authority and give them a copy of these tax rates. I didn't get anyone that was in disagreement.

Commissioner Frost: We need to approve it or disapprove it, is that correct?

Jessie Lucero, Deputy Assessor: These are the rates set by DFA.

Commissioner Frost Makes motion to approve.

Madam Commissioner DuCharme: Seconds the motion.

All in favor: MOTION CARRIED

Commission and County Clerk Sign Tax Rate. Jessie Lucero, Deputy Assessor only has 5 business days to return to DFA.

Jessie Lucero, Deputy Assessor: I just wanted to clarify this is for the 2016 tax year, I said 2017.

b) Department of finance FY2017-2018 Budget Approval Letter – Amanda Tenorio, Finance Director

Amanda Tenorio, Finance Director: Before you is the approval letter DFA FY17 Budget. They increased the revenue and the expenditures to the L.E. Protection Fund. I made that change to our budget recap so it could reflect with the DFA spreadsheet. I also included a copy so you can replace the one that you have in your operation budget binder. We are now able to make adjustments to the budget when necessary for FY 17-18. I stand for questions.

Madam Commissioner DuCharme: Which fund is increased?

Amanda Tenorio, Finance Director: It is the Law Enforcement Protection Fund. It was fund 209 on the DFA spreadsheet, on our recap spreadsheet it is fund 410. No approval is needed. This is just a presentation, that our budget is approved by DFA.

c) 2018 NMAC Legislative Priorities

a. Resolution 2017-043 A resolution Supporting the 2018 Legislative Priorities of the New Mexico Association of Counties

Belinda Garland – County Manager: Request to table until the next agenda. AOC would like to present this. They were unable to attend.

Chairman Sanchez: Makes motion to Table letter a.

Madam Commissioner DuCharme: Seconds the motion.

All in favor: MOTION CARRIED

***Department Requests/Reports:**

1. Updates:

a. Various county Departments

Linda Jaramillo – County Clerk: update on business registrations. We had gotten a list from tax & rev on people doing businesses in Torrance that we didn't have on our rolls. We were able to pick up 146 new businesses. Now have a total of 526 businesses that have business licenses with us. We continue to work on this, there are still a few we need to call. There were a few in Torrance County that didn't have business licenses, they came forward and got their business licenses. I also, wanted to inform you that the ramp is up at the Dr. Saul Community Center in Mountainair. The town was courteous enough to add a new ramp. Now we will move precinct 9 & precinct 10 to the Dr. Saul Community Center. I have to get a court order to move precinct 9 to precinct 10. I got approval from the Secretary of State's office. I will send notices to all of the voters in those two precincts. Any Questions?

Belinda Garland – County Manager: Does the Secretary of State have to approve the changing of the polling place?

Linda Jaramillo – County Clerk: Yes

Madam Commissioner DuCharme: How far before the election do you need to do it?

Linda Jaramillo – County Clerk: We need to do the court order. You are going to approve the polling places in October. You approve the polling places for Torrance County and Consolidation Consolidating I asked advice from Secretary of State. It's a more convenient place for all voters in Mountainair.

Madam Commissioner DuCharme: What time does it take to change polling place?

Linda Jaramillo – County Clerk: I was waiting for the ramp to be completed. I will then speak with Dennis (Dennis Wallin – County Attorney) and we will get a court order to move the polling place. You will approve the polling places, the last meeting in October.

Madam Commissioner DuCharme: And you started that process a few months ago?

Linda Jaramillo – County Clerk: I think I started in June/July.

Chairman Sanchez: Additional departments? None

b. other boards or Land grants(upon request)

Chairman Sanchez: None

c. Forest Service (upon request)

Chairman Sanchez: None

d. Commission

Commissioner Frost: I have no report right now.

Madam Commissioner DuCharme: I know the road department was doing patching work last week and they are doing the same this week. Mr. Lujan am I correct?

Leonard Lujan – Road Superintendent: Yes

Madam Commissioner DuCharme: Yes, I went to Echo ridge road. I was very happy to see that it is much improved. I want to thank the County Manger and Mr. Lujan for doing that. I'm sure other roads were improved too. I noticed that the road signs were purchased in our consent agenda. I don't see road names for district 2. Maybe I am mistaken. I want people to know that 2 signs for Chavez road were purchased. 1 for Hollyhock Ln., 3 signs for Lexco Rd., 1 for Sunflower Dr., 1 for Singing Wind Rd., 1 for Wood Rd., 1 for Capalina Rd., 1 for Ruina Rd., 1 for Zapato Canyon Rd. We need to install many more signs. I encourage residence of Torrance County to watch for those signs. What I hear from the Road Department and Rural Addressing, many times those signs are stolen. It is criminal act, and won't be tolerated.

Linda Jaramillo – County Clerk: Introduced Genell Morris as new employee.

2. Pharmacist Professional Services Agreement between Torrance County and John Alvis, Rph Chief Lester Gary, Fire Chief

Belinda Garland – County Manager: I don't know where Chief Gary is this morning. I don't know if he is on a call. I haven't received any notification for him. I'm not real familiar with these contracts. You may want to move to some other agenda items.

Dennis Wallin – County Attorney: Chief Gary sent these contracts to me, I reviewed them for legal sufficiency. The essence of this 1st contract is that the fire department needs a licensed pharmacist to approve controlled substances and to monitor and police the use of and ordering the controlled substances by the fire department. We have had the contract in place previously. This is a new contractor, the fire department wishes to use.

Belinda Garland – County Manager: Just to add to that, my understanding this is also the same one that Moriarty and Superior Ambulance uses. He is trying to make it consistent throughout the county. Myself, I'm comfortable with the attorneys review and Chef Gary's review that it's a good contract.

Commissioner Frost: Would you say time is important that we need to do these?

Belinda Garland – County Manager: We need to go ahead and put this one in effect.

Commissioner Frost: Makes Motion to approve the Pharmacist Services Agreement.

Madam Commissioner DuCharme: Seconds the motion.

All in favor: MOTION CARRIED

***Fire Chief unavailable move to agenda item 7**

7. Resolution 2017-044 Cash transfer & Line Items transfers Between Funds – Amanda Tenorio, Finance Director

Amanda Tenorio, Finance Director: Your approval is requested for Resolution 2017-044 Cash transfer & Line Items transfers Between Funds. This cash transfer is for the hiring of the two new transport deputies for the sheriff's department. You have before you an updated schedule A, I noticed that I typed the wrong description on the transfer line item.

Commissioner Frost: Makes Motion to approve resolution 2017-044.

Madam Commissioner DuCharme: Seconds the motion.

All in favor: MOTION CARRIED

8. Resolution 2017-045 Budget Increase - Amanda Tenorio, Finance Director

Amanda Tenorio, Finance Director: I would like to request for your approval Resolution 2017-045 Budget Increase. We received a refund check from a bond payment that was for the road department. NMFA sent the wrong vendor, so we need to send a check to the correct vendor.

Chairman Sanchez: Makes motion to approve Resolution 2017-045

Madam Commissioner DuCharme: Seconds the motion.

All in favor: MOTION CARRIED

9. Resolution 2017-046 Line Items Transfers - Amanda Tenorio, Finance Director

Amanda Tenorio, Finance Director: I would like to request your approval Resolution 2017-046 Line Items Transfers. These line item transfers are within the budgeted fund.

Commissioner Frost: Makes Motion to approve resolution 2017-046.

Chairman Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

10. LAKIP-H for TCJJB – Jenea Ortiz, Continuum Coordinator JJB

Jenea Ortiz, Continuum Coordinator: You have before you a contract between Torrance County and LAKIP-H, They're an agency from Santa Fe county that the Tri county Juvenile Justice Board would like to hire to conduct a needs assessment and to help the board develop their strategic and sustainability plan this fiscal year. Their work will begin as soon as the contract is signed and will be completed before the end of the fiscal year. The only change is that in Section 3 Sub section A, I have added \$150.00 per hour to that paragraph. I ask that you please approve this contract so we can begin work. I stand for any questions you may have.

Madam Commissioner DuCharme: Ms. Ortiz you added \$150.00 per hour, in addition to this amount?

Jenea Ortiz, Continuum Coordinator: The contract will read that the county shall pay the contractor at a rate of \$150.00 an hour not to accede \$9655.73.

Madam Commissioner DuCharme: Is it reasonable amount to pay for this kind of work per hour?

Jenea Ortiz, Continuum Coordinator: It is, its two individuals and that's their combined rate, they're going to be doing a really in depth needs assessment, we are trying to make sure TCJJB's, goals are aligned with the data that this group is going to collect for our community. They are also going to offer some board support so that we're trained in using Roberts Rules of order properly and any other procedural issues and training.

Belinda Garland – County Manager: Are they going to relay this information to the commission board or to the judicial board?

Jenea Ortiz, Continuum Coordinator: Right now we can definitely bring it before the commission, that's another thing they have offered. The results of this needs assessment is so that the grant that I run, will have a sustainable and strategic plan. That grant has allocated

some funds so that we can do this work and our board also has some different funds that Torrance County gave us several years back that will allow for the balance to be paid. We can definitely bring it to the commission so that you can have a better understanding of what it is that the TCJJB is trying to accomplish.

Commissioner Frost: Is this a project that you've been working toward for quite some time?

Jenea Ortiz, Continuum Coordinator: We just recently started, about half way through last FY.

Commissioner Frost: So this is in your budget?

Jenea Ortiz, Continuum Coordinator: It is in the budget sir.

Madam Commissioner DuCharme: I move to approve professional services agreement LAKIP-H for TCJJB.

Chairman Sanchez: Seconds the motion.

Danielle Johnson - Citizen: I want to let everyone know the professionalism that Ms. Ortiz has brought to this board. I was on the board at the inception and have watched over the years as we have struggled to organize and increase our level of professionalism so that we can provide better services to the young people of Torrance County. Ms. Ortiz has done amazing work in her short time, so felt that you really need to know that.

All in favor: MOTION CARRIED

***Chief Gary arrived move to agenda item 3**

3. Adoption of Use & Documentation of Medications Standard Operations guidelines – Lester Gary, Fire Chief

Lester Gary, Fire Chief: Apologizes for being late. This documentation goes right along with the consulting pharmacist's contract. This sets forth the requirements that we're requesting of the consulting pharmacist which follows NMAC and requirements from the state. Such as checking our drugs quarterly, inspecting our ambulances and making sure that we have all the appropriate materials. Also, looking at our bookkeeping policies, making sure that we've got all of our purchase orders in order, and testing and sampling the temperatures in our ambulances and our drug supply room. That all is within compliance.

Commissioner Frost: Makes Motion to approve to adopt item #3 Use & Documentation of Medications Standard Operations guidelines.

Chairman Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

4. Adoption of Emergency Medical Services Protocols – Lester Gary, Fire Chief

Lester Gary, Fire Chief: These are the protocols followed by Torrance County Fire Department when we go out on a call, including an information section. Making sure code of calls are same in all three jurisdictions. When we respond we treat the patients the same way.

Chairman Sanchez: Was such protocol in place prior?

Lester Gary, Fire Chief: We had another one in place when we were under UNM consortium, it is very consistent with theirs. This one has more items spelled out more appropriately for our lower level trained EMT providers. Basically there are 4 levels of EMS providers, EMT 1st responders, EMT Basic, EMT intermediate, EMT paramedic. The one before only covered EMT basic.

Chairman Sanchez: Made a motion to adopt Emergency Medical Services Protocol

Madam Commissioner DuCharme: Seconds the motion.

All in favor: MOTION CARRIED

5. Service Agreements between Torrance County and Waste Management (District 2, Main Station) – Lester Gary, Fire Chief

Lester Gary, Fire Chief: Currently in fire district 2 we have waste service provided, but we are looking at having Waste Management consistent throughout the county. This is just a contract we will have with them so that we can do the quarterly payments.

Madam Commissioner DuCharme: Moved to approve service agreement between Torrance County and Waste Management, district 2 main station.

Chairman Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

6. Service Agreements between Torrance County and Waste Management (District 5, Main Station) – Lester Gary, Fire Chief

Lester Gary, Fire Chief: This is the same type of contract with Waste Management. This is for district 5. District 5 has never had waste management pickup. We have been using trash dumpsters at Superior Ambulance. I don't feel that it is appropriate, We need to have our own, take care of our own stuff.

Chairman Sanchez: Made motion to approve Service Agreements between Torrance County and Waste Management

Madam Commissioner DuCharme: Seconds the motion.

Inaudible

Belinda Garland – County Manager: \$260.00 quarterly, it is within their budget. We did not have to increase the fire fund or the fire department budget to allow for this.

Lester Gary, Fire Chief: This will come out of the current budget.

Madam Commissioner DuCharme: Thank you Mr. Gary for all your hard work.

All in favor: MOTION CARRIED

11. Request Payment of Invoice for Purchase(s) Made without Following Procurement Procedures – Sheriff Heath White

Stephanie Dunlap – Administrator: Requesting payment for an invoice to be paid to GCR Tire Company mistakenly charged to the county, rather than through our county mechanic and a PO was not obtained.

Belinda Garland – County Manager: Some of the tires were for the transport, we had to extradite an inmate. Part of it was like an emergency purchase for tires.

Madam Commissioner DuCharme: What's the amount we are talking about?

Stephanie Dunlap – Administrator: \$1059.16

Commissioner Frost: Makes motion that we honor that request of payment for the sheriff.

Madam Commissioner DuCharme: Seconds the motion.

All in favor: MOTION CARRIED

***Commission Matters:**

12. CCA Letter – Draft for Consideration

Chairman Sanchez: This letter is a draft for the commission requesting an official response and also status update from the State of New Mexico as well as the Federal Delegation. There are two drafts there. Ill invite trustee Romero to speak about the drafts that are before you today.

Belinda Garland – County Manager: Are their copies of the letters for the record?

Chairman Sanchez: I believe the commissioners have some but perhaps we can make 6 copies.

Hold while the copies are made.

Manuel A. Romero, Town of Estancia Trustee: In the 3rd Monday of July at a board of trustees meeting, we were given a letter from Core Civic indicating that CCA would be closing on September 23rd. They had not notified all the employees so we went into executive session and they gave us the information. That's when we first got notified, it is a devastating blow to us as the representatives of Estancia. We knew right then and there that we were going to have real problems with our budget. The mayor of Estancia and other delegations have met with the representatives from State government and other representatives. I was not part of the delegation, so I do not know what happened. On Saturday September 1st, Javier the chair of the commission called the mayor and myself to have a meeting to see what can be done. We are very concerned. At that informal meeting we invited Chairman Sanchez to our formal meeting that the board of trustees were going to have. The day after Labor Day we had a meeting, Javier attended. In that meeting, I suggested we should submit a letter to the governor and corrections department. I attended the conference of the New Mexico Municipal league in Clovis. Auditor Keller indicated 89% of the corrections budget was going to out of state companies. We have 5 private prisons, here in the State of New Mexico. We felt if they were spending that money out of state we ought to write the governor and corrections dept. A letter, asking that they bring those prisoners back and house them in the prison here in Estancia. The board gave a unanimous approval to have Javier Sanchez continue with the meeting that we just had this last Monday. The town clerk of Estancia was given the responsibility to advertise in local newspapers. Last Monday we had a public meeting. Nothing to do with the town of Estancia. We had mayor and myself present, we want the prison to stay open. 60% of our budget is from there. Channel 4 and 13 attended. The letter draft, was prepared by myself and Javier. We want it to go to the governor from the commission and the corrections department. To my knowledge I did not attend any of the meetings prior to that. To my knowledge there has never been anything written as to the results. Have we Javier?

Chairman Sanchez: To my knowledge we haven't.

Manuel A. Romero, Town of Estancia Trustee: There hasn't been anything written. As a trustee of Estancia, I want something written. I think we should submit that letter from the county officially, indicating our recommendations. We are recommending that the 59 prisoners that are currently out of state be brought into the state, and any excess prisoners in the 5 prisons in our state brought here to Estancia, so we don't lose 203 jobs.

Chairman Sanchez: I would add that the letters are intended to spur some last minute discussion and attention to the matter, in hopes that perhaps maybe there would be some resolution, in addition to the eliciting a response that will give everybody an opportunity to clarify what is possible what is not possible, so further action might be determined. The idea is to dispel any miscommunication. We want to get an official response and status update. To ensure all parties. The recommendation in the letter may or may not be applicable. The letter is

a draft so you are welcome to change any of the verbiage. Your feedback is appreciated regarding the content of the letter.

Belinda Garland – County Manager: I have some questions. It says in the letter that the New Mexico Department of Correction had 89% of the \$416 million dollar budget spent on out of state detention costs. If only 59 inmates are out of state, how do you compute that to be 89%?

Manuel A. Romero – Town of Estancia Trustee: I did not compute that, that was presented by the auditor Tim Keller at a meeting that we had. 5 prisons in New Mexico that are privately owned and the headquarters are out of state. CCA headquarters is in Tennessee.

Belinda Garland – County Manager: Your letter is indicating, 89% is spent on out of state detention cost, to house the inmates.

Manuel A. Romero – Town of Estancia Trustee: Good point we need to change that. The procurement code in the state of New Mexico, gives priority to New Mexico companies. There are no New Mexico companies that run prisons.

Belinda Garland – County Manager: That's not what your letter is indicating.

Manuel A. Romero – Town of Estancia Trustee: Good point we need to change that. This is a draft.

Belinda Garland – County Manager: You're requesting transfer of 235 inmates. How do you propose they bypass all the procurement laws that they have?

Manuel A. Romero – Town of Estancia Trustee: I don't know, the only people that would know that is the corrections department.

Belinda Garland – County Manager: That's any state agency that follow procurement laws.

*Continues discussion about procurement laws and wanting a response in writing from State and corrections department, between County Manger, Trustee and chairman.

Commissioner Frost: Chair I have a comment or two, not a question a comment. There's probably no one in this building that would not like to have the prison stay open and have all our employees working. Some of us live in Estancia some of us don't. I spent 24 years of my life running a business in this town. Probably paid as many taxes as any one. Which brings us up to the problem we have right now. As you all recall we had a meeting here in this building one evening, and came up with a committee of core people, to attend meetings with the corrections secretary and one with governor's staff. I didn't attend the first one. The core group of people included the sheriff, county manager, the mayors, representative from the commission, Senator Stefanics, Representative Salazar, and prison people. They talked about it and they said, there is a slim chance that the prison will stay open. One Core Civic or CCA as we

all recall is a private company. None of us can tell that company what to do or what not to do. Example: there was a business in Moriarty that closed down, it has a lot of employees, and they are out of work. The public is not being served by that company. That was McDonalds. No matter what we do, how many letters we send, we cannot pressure McDonald's into opening the restaurant. At that meeting Keith Gardner, chief of staff pretty much told us the same thing, however we're working on this, we would like to keep it open. We have a group of prisoners that will be available. They will put an RFP and CCA will get a chance to bid on that, in about 4 months, possibly 500 inmates. They would go all over the state. There are a number of prisons that closed, for the same reason. One of the main reasons for the inmate shortage is the immigration process has changed and not as many arrests are being made. The governor's office is very upset that we are not paying attention to what happened in that meeting. I believe, by upsetting them we are spoiling our chances of having them cooperate with us. We have received a lot of money from the state over the years, for many projects. We have all gone through the proper procedures to make that happen. I strongly feel by upsetting those people by sending letters, is putting them down. We cannot tell CCA how to run their business, because they are a private business. It's unfortunate for both the town and county, but that's the way it is. I think we will have to be a little bit patient and perhaps they will come up with something. The value of the CCA building is between 42 and 46 million dollars. Most companies wouldn't want to leave a building setting around empty. They have also spent a million and a half on improvements to their system. Money will be spent even after it's closed to maintain heating and cooling etc. I am not in favor of sending the governor a letter.

Manuel A. Romero – Town of Estancia Trustee: I've learned a long time ago; Winners never quit and quitters never win. As a result of that I have achieved the American dream. I was elected to represent the town's people and I will do everything in my power. I have already written a letter to the governor with no response.

Chairman Sanchez: Personally I feel nothing can be lost by sending a letter. An official correspondence to all stakeholders will demonstrate to the public we are doing everything in our power.

Commissioner Frost: I have talked to many elected officials, they know our situation. I'm not a quitter, I know that we need to give the process a little time to work. Overdoing it right now is the wrong way to go.

Michel Godey – Citizen: McDonalds has no cooperation with the state. The prisoners in the state of NM, go through the legal system, meaning CCA does have a connection to the government, McDonalds doesn't. There is a difference between the analogy between CCA and McDonalds. If you are going to send a letter listen to the County Manger and make that letter as polite as possible to get the point across so it doesn't come across as too pushy as Frost warns it is possible to, create a monster with the letter.

Chairman Sanchez: I agree whole heartily with that. If the letter needs revision it is welcome. I can't envision how a letter would anger anyone.

Heath White- Sheriff: I'm held to standards, I'm held accountable to the public for the office that I have held. I hold my deputies and staff accountable for their actions. Javier I'm holding you accountable, you are a county commissioner who is elected to represent Torrance County. You should have your knowledge, you should use your basis, and we created a team to represent Torrance County. You had a hand in this letter, to write it and knowing the procurement codes. You did not educate yourself by utilizing the knowledge from us, to be up to date. This is a demand letter for the state to break laws, to move inmates, to do things that are illegal. We have already had these discussions, other commissions were at those meetings. Not once have you asked the representatives there for an up to date status. You having part in this, representing Torrance County, does hurt us. If this letter is sent, it does hurt us. It will hurt us now, it will hurt us later, and it will hurt any long term solution for Torrance County. From the town of Estancia to Mountainair to everybody. The representatives, the governor, all of them have worked, have talked to us, and have not broken off communications. They have worked with us up to date. For us to send a letter, basically saying that they're not helping us. I hold you accountable for not getting that information and relaying it to proper authority as the town of Estancia. When drafting this letter, having the knowledge of what you can and cannot do. I was raised to, you get knocked down, you don't stop fighting, but you don't whine about the bruises. We have done proactive things. We need to prepare for what's coming. Javier Sanchez, you have not even put on the agenda, which is an emergency, funding for resolutions for when CCA closes down. We are not preparing. The two transport deputies that start this week, are not going to be ready. Nor is it enough personnel to deal with what's going on. Your first priority should be the citizens of Torrance County and their safety. I will be 100% against this letter, it will ruin every relationship that we have. We need to be united and not divided. This letter represents us poorly.

Chairman Sanchez: Thanks Sheriff for his long service to the county and participation in his effort to try to find a corrective action to this. My recommendation from the very time that we gained knowledge that the prison was going to close, was to create a group to identify what we wanted to do. Many went against my recommendation including the sheriff. I take heavy umbrage to your statement that I have done nothing or have been stagnant. I take umbrage because it is inherently false. Sir, I will also say respectfully that the initial meeting with Secretary of Corrections was arranged by myself. You didn't arrange it. Furthermore, I will say that the commission was well represented at the governor's office. I believe the honorable Frost attended, a personal circumstance did not allow myself to do so. This letter has the support of Mayor Sylvia Chavez, who was at that meeting. Everything we are doing is very much in line with the strategies that have been put in place. My recommendation to this board was to create a committee to look at all of the ramifications of this closure, socioeconomics, also the impact to the local government, and our partners in the municipalities. If you need more funding, the commission already granted the 255 thousand. If you need additional funding, the

commission would be more than willing to entertain that option. It needs to be put on the next agenda.

*Heated discussion continues concerning CCA Letter

Disc 2

Chairman Sanchez: Call to vote to send CCA Letter

No Second

MOTION DIES

11:20 - BREAK

13. Review Proposed Revision & Amendment to Ordinance 94-12 Section 13.E.7 Resolution 2016-18A - Steven Guetschow

a. Amendment Wording Change

Steven Guetschow-Planning and Zoning: Vacant residency exemptions and Dan's inspections of those. At first we intended to just make recommendations, for you to discuss. With current events and you have been busy with more priority measures, we felt it would be better to write up some recommendations. If you would like to keep these recommendations that we have made, we have set a public hearing. Doesn't have to be a public hearing per our legal department. We have set up a meeting for the 27th, to give us some time to take your recommendation today and finish writing up the 94-12 ordinance. I would like Dan to address you with the information he wanted to provide, for his recommendation.

Dan DeCosta – Code Enforcement Officer: This came out of the meeting we had a few weeks ago, you had to rule on a decision I made on the vacant exempt, you were saying you wanted to make some changes to the ordinance to make things clearer. I wanted to show you a broader picture of what's going on, what the cost is to county. What the county isn't taking in, in revenues on this. I put the Solid Waste Ordinance in here. I highlighted a few areas, one of the things was the enforcement of whether somebody does have a vacant exempt. If something needs to be done about it, not truthfully or didn't comply with what the county has spelled out as a vacant exempt, it does come under my authority. I have the prosecution powers under the Solid Waste ordinance, on page 7, the Solid Waste management fees. It talks about who should be paying them and who shouldn't. That's for you to decide on what you want to do about this. On page 8, highlighted fines and penalties. If someone were to falsely certify that they were vacant exempt and they weren't, the fines on this are up to 90 days in jail and \$300 in fines. Went through pictures randomly, each picture dated. I feel they show that they are occupied. As you can see by these pictures, they show furniture and horses on property. He has to come by several times a week to make sure his horses have feed and water. Another place had food in refrigerator and the heat was on. They are using this place on a regular basis, they come up from Albuquerque.

Another picture, the family comes up every weekend. They had sheep and goat there, on the property. He showed me his electric bill, it was a minimal amount. I believe they are living in Albuquerque but these folks are using this on a regular basis. Majority that I said were not vacant came under something similar to this. There were also, 6 or 8 just from one landlord. He owns a lot of property in the county. The 3 or 4 that I did check had renters. He comes down and signs these things on a regular basis, and gets a vacant exempt. I've tried to contact him, he never contacted me back. The ones I did inspect, I sent to the Solid Waste Authority, for them to be put back on the list of properties that should be charged. I did a cost analysis, I didn't keep a running ledger of all the time put into it. My estimate starting the fall of 2016, 152 properties I inspected (I stopped doing this after you instructed me not to do this anymore), 41 I believe were not vacant. Letters were sent, and was invited in to look at the property. 15 were confirmed by me by the parameters that the county attorney gave me, to look at what is considered to be vacant. Another 6-10 that I have not checked but believe (by that same owner) will not be vacant properties. Estimated time and cost to the county, approximately 228 hours, \$7375.00, 1 ½ per inspection. If the county had been getting the money from these properties the county would have received approximately \$6000.00. With the new set up we can do this a lot quicker. Another 64 that haven't been inspected yet. I stopped when you told me to. We are receiving between 8-12 new vacant exempts every month. Our idea on this, if you are going to give discounts or exemptions, we would like to see it verified at point of exemption, when the application is being filled out. Personally I don't believe that the vacant exempt should be given to these type of properties. If there is a developed piece of property, they should be paying just like everybody else. Any questions?

Madam Commissioner DuCharme: How many properties have this status right now in the County?

Dan DeCosta – Code Enforcement Officer: It's a little bit difficult, to know exactly. We would have to get with Solid Waste Authority to figure out exactly. 8-10 a month, around 240. That's just from what I have seen. I don't know what the actual numbers are. I think they have to fill this out bi-annually.

Andy Miller – Manager EVSWA: The vacant exemptions have to be renewed once every 2 years. We are around 300-400 total. A little less than 10% of accounts. Some counties don't have vacant exempt. If you have a livable structure on the property, it doesn't qualify. Everybody pays the same price.

Madam Commissioner DuCharme: Do you know the reason for that?

Andy Miller – Manager EVSWA: I'm speculating they would get more revenue.

Commissioner Frost: If we do make some changes, Solid Waste sends all customers a new notification, listing changes.

Madam Commissioner DuCharme: Mr. DeCosta, you inspected 152 residences. Did you see any accumulation of garbage that would pose a hazard?

Dan DeCosta – Code Enforcement Officer: Some, made notes on spreadsheets. It wasn't as big of an issue as I would have thought. No more than ½ dozen

Commissioner Frost: Were talking about a public hearing, if here are changes to be made, do we make those 1st, so the public can know what's going to be current or are they going to comment on the way it was yesterday.

Steven Guetschow-Planning and Zoning: This is a resolution, after consultation with Dennis, he advised me that it doesn't have to be done in a public hearing. We can work on the wording today, and on the 27th you can decide if you want to adopt this resolution to revise the Ordinance. That's when we will present it to you. The only change would be that we would be adding a definition to vacant residence. Or if you take our recommendation, the discounts we are giving to people, eliminating those that can be confirmed at point of origin at the Solid Waste Authority. This will be reducing the cost to the county and some other losses of revenue.

Based on the 152, I call your attention to resolution 2016-18a, where commission had set the cost. On the vacant residence exception, according to this resolution the board of county commission further instructs the EVSWA to waive the Solid Waste management fee, to any responsible party owing and possessing a vacant residence, upon affidavit and verification that the residence is indeed vacant, will be the responsibility of the property owner, and be submitted bi-annually. Any property owner falsely certifying that a resident is vacant is in violation of the Solid Waste Ordinance and is subject to penalties set forth in sec 16a. If you notice in that wording, it didn't set a date, where these people had to have their affidavit in there. These are coming in all the time. As far as what Dan is doing that means it's continual on his schedule. Based on Dan's report, 152 vacant properties. \$19.21 is the monthly fee set by resolution 16 18a. $19.24 \times 152 = \$2,919.92$ monthly $\times 12$ months = \$35,039.04 is the annual loss of revenue. Based on our current events there are a lot of holes in our bucket of revenue. That's why our recommendation, is to drop the vacant exempt. I took the description of the exemptions that were made in resolution 16-18a, which were the ones for people above the age of 65 who qualify for public assistance and individuals that qualify for public assistance according to the standard of need assist for low income individuals, and private hauler discount, described in #2 of resolution 16-18a. Section 94-12, sec 13E was read. The planned revision, is to remove the fee reduction for vacant residence and revise the ordinance with the discounts described in resolution 16-18a, that quote any responsible party owning or possessing a parcel developed for human habitation may be entitled to a reduction of the Solid Waste management fee according to administrative guidelines established and adopted through resolution by the county commission for the following reasons verified at the point of application with appropriate documentation.

1. Senior Discount over the age of 65 who qualify for public assistance with a valid form of identification showing their date of birth and proof of ownership of the subject property. Referring to the resolution 16-18a.
2. Low income discount for persons who qualify for public assistance according to the standard of need as set forth in sections 27-2-3, 27-2-4, NMSA 1978 with a copy with the most recent income statement and proof of ownership of the subject property. Referring to the resolution 16-18a.
3. Private hauler discount for persons contracting with a private hauler franchised to collect and transport solid waste within the county with proof of contract with a private hauler submitted bi-annually Referring to the resolution 16-18a.

I forgot to mention earlier, that's also in our zoning ordinance for land development you have to be registered with EVSWA, for land that's going to be used for human inhabitation.

Vacant resident means a residence that is not occupied on a full time or a part time bases, is void of furnishings, not connected to any utilities source. The code enforcement officer shall/will verify the vacant status of the residence through legal means, with permission from the home owner or inspection order issued by the court. Home owners or the party responsible for the property may appeal the code enforcement officer's determination to the county commission, by submitting in writing on proscribed forms obtainable from the zoning director. Applications not submitted within the 30 days after the determination shall not be considered by the county commission.

*Continued discussion concerning the Review Proposed Revision & Amendment to Ordinance 94-12 Section 13.E.7 Resolution 2016-18A

Chairman Sanchez: We should wait for the hearing.

Chairman Sanchez: Motion to table 13.

Commissioner Frost: Seconds the motion.

All in favor: MOTION CARRIED

*County Manager Requests/Report:

14. Ratification of Memorandum of Agreement between Torrance County and Presbyterian Medical Services Concerning Allocation of Funds

Belinda Garland, County Manager: Agreement with PMS and Torrance County, our attorney drafted the agreement. This was for the \$10,000 that was approved for PMS for cleaning of the facilities, was approved at budget time. PMS would like for us to pay the money as it is used.

Madam Commissioner DuCharme: Motions to approve Ratification of Memorandum of Agreement between Torrance County and Presbyterian Medical

Chairman Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

15. Ratification of LDWI Grant Agreement 18-D-G-31 Tracey Masters, DWI Prevention Coordinator

Tracey Masters, DWI Prevention Coordinator: This is the annual local DWI grant. It has been signed, waiting on DFA to sign. Requesting to ratify.

Commissioner Frost: Move to approve Ratification of LDWI Grant Agreement 18-D-G-31

Chairman Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

16. Prudential Overall Supply Services Rental Agreement(s) for Admin. Building & Judicial – Leslie Olivas, Purchasing director:

Leslie Olivas, Purchasing Director: Contract will be put in place for the maintenance department, a contract with G&K enterprises. For janitorial supplies. Prudential will save around \$10,000 a year.

Chairman Sanchez: Motion to approve Supply Services Rental Agreement

Madam Commissioner DuCharme: Seconds the motion.

All in favor: MOTION CARRIED

17. Resolution 2017-047 Indigent Burial

Belinda Garland, County Manager: A resident requested assistance with burial of family member. Nether the family member or the person needing to be buried has any assets, and has been verified. No names because that cannot be disclosed publicly. We are requesting that you approve the \$600.00 burial fee.

Commissioner Frost: Moves to pass Resolution 2017-047 Indigent Burial

Chairman Sanchez: Seconds the motion.

All in favor: MOTION CARRIED

18. Update

Belinda Garland, County Manager: Condolences to Tracy Sedillo and family on the death of her father.

Update is enclosed, was read outload.

Thanked Annette Ortiz, Department Heads, finance office, Dennis Wallin, all mayors, town clerk, Myra Pancrazio, Andy Miller, Sheriff White, All people at AOC, all elected officials in our area, all three commissioners for all the time and effort put into CCA.

Commissioner Frost: Thanks our County Manager Belinda for all the things she's been doing, above and beyond the call of duty.

Public Comment / Requests:

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) Pending Litigation related to Filippi, et al v. Torrance County, Section 10-15-1(H)(3)

***Entered into Executive Session 1:10pm**

***Reconvene from Executive Session: 1:20pm**

Chairman Sanchez: Motion to move back into regular session

Madam Commissioner DuCharme: Seconds the motion.

All in favor: MOTION CARRIED

Chairman Sanchez: Discussed pending Litigation related to Filippi, et al v. Torrance County, Section 10-15-1(H)(3) No Action taken.

AJOURNMENT:

Chairman Sanchez: Motion to adjourn regular session

Madam Commissioner DuCharme: Seconds the motion.

All in favor: MOTION CARRIED

AJOURNMENT:

Meeting adjourned at 1:30pm

Javier Sanchez-Chairman

Genell Morris

Date



Consent Agenda

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

TOTAL CHECKS PRINTED 190

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 411,689.59 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 09/21/2017 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

ATTEST BY

James W. Frost

Javier Sanchez

Julia Ducharme

Linda Jaramillo

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

Tracy L. Sedillo

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R 101171	09/11/2017	ARRAGON, JULIANITA	HOME VISITING IN TORRANCE MEETINGS IN ALBUQUERQUE	629-49-2205	19717	09/07/2017		28.80

HOME VISITING GRANT FY	28.80							
01 R 101172	09/11/2017	ART & T MOBILITY LLC	DIST.1 VFD MONTHLY BILL	407-91-2207	29717	09/07/2017		113.34
09/11/2017			INVOICE # 28727291569X08282017					

SPACE FIRE ALLOTMENT	113.34							
01 O 101172	09/11/2017	BARBIA, JANICE	TRAINING DOWING, NM	401-30-2205	439717	09/11/2017		160.00
09/11/2017			SEPTEMBER-2017					

COUNTY TREASURER	160.00							
01 R 101174	09/11/2017	BERNALILLO CTY JUVENILE DETENTIONHOUSING	MEDICAL JULY-2017	420-72-2172	39717	09/07/2017		5115.00
09/11/2017								5.84

JUVENILE INMATE CARE	5120.84							
01 R 101175	09/11/2017	DE LAGE LANDEN FINANCIAL	MONTHLY PAYMENT, TAX, INSURANCE	401-50-2218	69717	09/07/2017		285.25
09/11/2017			INVOICE # 55857820					

COUNTY SHERIFF	285.25							
01 O 101176	09/11/2017	EASTVIEW	ELECTRICAL AND PLUMBING FOR BUILDING MAINTENANCE	401-16-2215	79717	09/07/2017		154.44
09/11/2017			AUGUST 2017					31377
			INVOICE # 27324					31377

JUDICIAL COMPLEX MAINT	154.44							
01 R 101177	09/11/2017	EMW GAS ASSOCIATION	CLERK MONTHLY BILL	612-20-2308	89717	09/07/2017		24.00
09/11/2017			DISPATCH MONTHLY BILL	911-80-2209				41.20
			DISP.5 VFD MONTHLY BILL	405-91-2209				31.49
			TCFD 2 MONTHLY BILL	406-91-2209				28.01
			DISP.3 VFD MONTHLY BILL	408-91-2209				26.99
			SENIOR CENTERS MONTHLY BILL	401-05-2209				144.32
			COURTHOUSE MONTHLY BILL	401-15-2209				119.51
			JUDICIAL MONTHLY BILL	401-16-2209				79.04
			MEDICAL CENTER MONTHLY BILL	401-24-2209				54.91
			DISP.6 VFD MONTHLY BILL	418-91-2209				38.46
			DISP.3 VFD MONTHLY BILL	408-91-2209				24.00
			DISP.5 VFD MONTHLY BILL	405-91-2209				30.98
			TC ANIMAL SHELTER MONTHLY BILL	401-82-2209				24.00
			TCFD MONTHLY BILL	412-83-2209				28.99

COUNTY CLERK	24.00							
COUNTY COMMISSION	144.32							
HEALTH DEPT BLDG MAINT	54.91							
01 R 101178	09/11/2017	ESPINOSA-MOORE, BERTHA	CYPD MEETING OUTREACH	629-49-2205	219717	09/11/2017		37.58
09/11/2017			AUGUST 2017					

STATE FIRE ALLOTMENT	179.93							
ADMINISTRATIVE OFFICES	119.51							
COUNTY FAIR	24.00							

HEALTH DEPT BLDG MAINT	54.91							
ANIMAL SHELTER	24.00							

HOME VISITING GRANT FY	37.58							
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CHK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	101179	ESTRANCIA, TOWN OF	TOP-MONTHLY BILL	412-53-2210	489717	09/11/2017		790.21
	1394.53		COURTHOUSE	401-15-2210	/	/		178.91
	09/11/2017		JUDICIAL COMPLEX	401-16-2210	/	/		239.34
			MEDICAL	401-24-2210	/	/		68.06
			SENIOR CENTERS	401-05-2210	/	/		118.01

COUNTY FAIR	790.21	ADMINISTRATIVE OFFICES	178.91	JUDICIAL COMPLEX MAINT	239.34			
HEALTH DEPT BLDG MAINT	68.06	COUNTY COMMISSION	118.01					
01 R	101180	EYE ASSOCIATES OF NM	EYE ASSOC, M.C	420-70-2173	99717	09/07/2017		124.95
	124.95							
	09/11/2017							

ADULT INMATE CARE	124.95							
01 R	101181	FIRST VETERINARY SUPPLY	12 - BOTTLES KETAJECT	401-82-2115	449717	09/11/2017		724.60
	724.60		1 - BOTTLE KYLADJECT					31484
	09/11/2017		EFFECTIX FOR MEDIUM DOGS					31484
			EFFECTIX FOR LARGE DOGS					31484
			EFFECTRO+ FOR CATS					31484
			INVOICE # DK7976					

ANIMAL SHELTER	724.60							
01 R	101182	GUSTIN HARDWARE INC.	ELECTRICAL/PUMBINING/ROOFING	401-15-2215	109717	09/07/2017		527.53
	527.53		AND HARDWARE SUPPLIES FOR BLDG					31378
	09/11/2017		MAINTENANCE					31378
			AUGUST 2017					31378

ADMINISTRATIVE OFFICES	527.53							
01 R	101183	HEIGHTS KEY LOCK & SAFE, INC.	RMSDC SAFE	401-82-2219	129717	09/11/2017		145.00
	145.00		INVOICE # 114019					31461
	09/11/2017							

ANIMAL SHELTER	145.00							
01 R	101184	HERNANDEZ, KATHERYN	DEWING, NM TRIADIC TRAINING	401-55-2205	119717	09/07/2017		160.00
	160.00		SEPTEMBER-2017					
	09/11/2017							

FINANCE DEPARTMENT	160.00							
01 R	101185	HOMESTEAD WATER CO.	DIST.5 VFD MONTHLY BILL	405-91-2210	139717	09/11/2017		20.68
	20.68		AUGUST 2017					
	09/11/2017							

STATE FIRE ALLOTMENT	20.68							
01 R	101186	HONSTEIN OIL CO.	TC ANIMAL SHELTER MONTHLY FUEL	401-82-2202	149717	09/11/2017		257.12
	279.99		ELECT. MONIT. MONTHLY BILL AUG.	420-73-2202	/	/		22.87
	09/11/2017							

ANIMAL SHELTER	257.12	COMMUNITY MONITORING	22.87					
01 R	101187	INDEPENDENT DRUG TESTING	(2) DRUG TEST CONFIRMATIONS-JUNE	420-73-2272	159717	09/11/2017		111.74
	111.74		(4) DRUG TEST CONFIRMATIONS-AUG.					
	09/11/2017							
COMMUNITY MONITORING	111.74							

CK# DATE Name

Description

Line Item

Invoice # DATE

PO #

Amount

01 R 101188 JUNIOR'S TIRE & AUTO PARTS INC. TIRE REPAIR PZ1 401-08-2201 169717 09/11/2017 31507 12.50
 25.00
 09/11/2017 VERBAL APPROVAL BY L. OLIVAS
 ON 8/31/2017 TMP-180815
 INVOICE # 170273 31507
 TIRE REPAIR - PZ-3 685-08-2201 179717 09/11/2017 31503 12.50
 VERBAL APPROVAL BY L. OLIVAS
 1116 ON 8/29/2017 TMP-180814
 INVOICE # 170234 31503

PLANNING & ZONING 25.00
 01 R 101189 KXNN-PM 88.7 401-05-2243 189717 09/11/2017 1250.00
 1250.00
 09/11/2017 MEETINGS & PSA'S
 INVOICE # 2017-9047

COUNTY COMMISSION 1250.00
 01 R 101190 IOSO INTERNET SERVICES LTD TC PD, 2,3,4,5, & FIRE ADMIN. 408-91-2272 199717 09/11/2017 48.46
 479.21
 09/11/2017 MONTHLY BILL 409-91-2272 / / 156.15
 INVOICE # 94579 405-91-2272 / / 81.15
 406-91-2272 / / 81.15
 413-91-2272 / / 76.15
 36.15

ANIMAL SHELTER 48.46 STATE FIRE ALLOTMENT 430.75
 01 R 101191 LUCERO, LUCIA TERN COURT SERVICES 605-03-2272 209717 09/11/2017 31313 640.50
 640.50
 09/11/2017 AUGUST 16-31, 2017 409-91-2272 31313
 MAXIMUM \$20/HOUR PLUS GRT
 MAXIMUM OF 15 HOURS/WEBK
 INVOICE # 831-017 31313

DWI DISTRIBUTION GRANT 640.50
 01 R 101192 NEW MEXICO APPARATUS LLC DIST. 3 VPD ATTACK 3-1 408-91-2201 229717 09/11/2017 4463.98
 4463.98
 09/11/2017 HOSE REEL/MOUNT, REPLACE NOZZLES
 ROTATE TIRES, SERVICE HOIMATRO
 TANK LEVEL SENSOR, PARTS, LABOR
 INVOICE # 92018

STATE FIRE ALLOTMENT 4463.98
 01 R 101193 NEW MEXICO LOCKING SYSTEMS DISTRICT 3 NORTH STATION 408-91-2215 239717 09/11/2017 31467 93.69
 93.69
 09/11/2017 REPAIR PUSH BUTTON LOCK
 INSTALL LOCK
 REMOVE DEAD BOLT, SERVICE CALL
 INVOICE # 3069 31467

STATE FIRE ALLOTMENT 93.69
 01 R 101194 NW WASTE SERVICE INC 4 YARD CONTAINER MONTHLY SERVICE 406-91-2210 249717 09/11/2017 31296 262.56
 262.56
 09/11/2017 INVOICE # 54790

STATE FIRE ALLOTMENT 262.56
 01 R 101195 NORTHERN TOOL & EQUIPMENT CO 1 - DENIALT CORDLESS HAMMERDRILL 401-50-2222 49717 09/07/2017 31455 376.00
 376.00
 09/11/2017 AND SAW COMBO
 5 - BUDIFIRE FLAP DISC 31455

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			5 - CUTOFF BLADES				31455	
			SHIPPING				31455	

COUNTY SHERIFF 376.00

01 R 101196	NTS COMMUNICATIONS	NTS-LONG DISTANCES FAXES	401-10-2207	259717	09/11/2017		1.60
			612-20-2207	/	/		1.69
			401-30-2207	/	/		2.09
			401-40-2207	/	/		1.71
			401-50-2207	/	/		2.40
		MONTHLY LONG DISTANCE BILL	911-80-2207	269717	09/11/2017		79.14
		AUGUST-2017					

COUNTY MANAGER	1.60	COUNTY CLERK	1.69	COUNTY TREASURER	2.09		
COUNTY ASSESSOR	1.71	COUNTY SHERIFF	2.40	911-DISPATCH CENTER	79.14		
01 R 101197	ORKIN INC.	SCH SVC 9/6/2017 PC	401-16-2203	279717	09/11/2017		118.25
		STANDARD-MONTHLY PC					
		JUDICIAL COMPLEX					
		INVOICE # 164112897					
		SCHEDULED SERVICE-SEPTEMBER	911-80-2215	289717	09/11/2017		124.01

JUDICIAL COMPLEX MAINT	118.25	911-DISPATCH CENTER	124.01				
01 R 101198	PROFESSIONAL DOCUMENT SYSTEMS	MICROFILM TONER	401-20-2219	299717	09/11/2017		31424
		INVOICE # 20778/20817					

COUNTY CLERK	321.00						
01 R 101199	PUBLIC SAFETY PSYCHOLOGY GROUP HB93 TRAIN THE TRAINER COURSE		911-85-2266	309717	09/11/2017		31305
		B. HOWELL					
		INVOICE # 23959					

DEA TRAINING GRANT	595.00						
01 R 101200	QWEST CORPORATION	DIST. 2 VFD MONTHLY BILL	406-91-2207	59717	09/07/2017		66.19
		AUG. 22, 2017-SEPT. 21, 2017					

STATE FIRE ALLOTMENT	66.19						
01 R 101201	REDW LLC	COUNTY AUDIT OF FINANCIAL	401-05-2109	319717	09/11/2017		13682.90
		STATEMENTS OR YEAR END					
		JUNE 30, 2016					
		INVOICE # 129955					

COUNTY COMMISSION	13682.90						
01 R 101202	RICOH USA, INC	CLERK-LEASE PAYMENT & IMAGES	612-20-2203	349717	09/11/2017		281.58
		MPC2504					
		INVOICE # 99312642					

COUNTY CLERK	281.58						
01 R 101203	RICOH USA, INC	PERIODIC PAYMENT	629-49-2218	329717	09/11/2017		98.90
		9/1/2017-9/30/2017					
		INVOICE # 23340658					

HOME VISITING GRANT FY	98.90	DV CONTRACT FY18	98.90				
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CHK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	101204	RICOH USA, INC	REPLACES PO 28393	610-40-2203	339717	09/11/2017	31290	56.96
	113.92		RICOH MPCW220SP WIDE FORMAT	675-07-2203	/	/	31290	56.96
	09/11/2017		INVOICE # 505143136					

COUNTY ASSESSOR								
			RURAL ADDRESSING					56.96
01 R	101205	SEIDILLO, TRACY	TRIDMIC TRAINING, DENTING, NM	401-30-2205	359717	09/11/2017		160.00
	160.00		SEPTEMBER, 2017					
	09/11/2017							

COUNTY TREASURER								
			160.00					
01 R	101206	STAPLES BUSINESS ADVANTAGE	PAN, TAPE, BOXES, CARD HOLDER,	401-30-2219	369717	09/11/2017	31457	95.15
	95.15		LITERATURE HOLDERS					
	09/11/2017		INVOICE # 3350038129					

COUNTY TREASURER								
			95.15					
01 R	101207	STAPLES BUSINESS ADVANTAGE	MAXELL CD-R, DESKTOP HOLDERS,	401-20-2219	379717	09/11/2017	31393	213.99
	213.99		TAB DIVIDERS					
	09/11/2017		INVOICE # 3348254733/334825419					

COUNTY CLERK								
			213.99					
01 R	101208	STAPLES BUSINESS ADVANTAGE	PAPER TRIMMER, 3-HOLE PUNCH, 2	411-92-2219	389717	09/11/2017	31437	536.27
	536.27		'COPY' STAMPS, 2 'FAXED' STAMPS,					
	09/11/2017		2 - 'PAID' STAMPS, 2 - 'DRAFT' STAMPS, 2 'RECEIVED' STAMPS,					
			2 - 'APPROVED' STAMPS, DRY ERASE BOARD, 3 TRIPLE POCKET STEEL WALL FILES, HANGING FILE FOLDERS, VERTICAL WALL HANGING CLEAR FILE					
			ADD: 3 CASES COPY PAPER, DRY ERASE BOARD					

1/48 FIRE EXCISE TAX								
			536.27					
01 R	101209	STAPLES BUSINESS ADVANTAGE	1 - DEFENDER HD 1080P 8 CHANNEL,	401-50-2219	399717	09/11/2017	31376	613.71
	613.71		1TB DVR SECURITY SYSTEM AND 4 DOME CAMERAS WITH WEB AND MOBILE VIEWING (INTERVIEW ROOM)					
	09/11/2017							

COUNTY SHERIFF								
			613.71					
01 R	101210	SUPERIOR AMBULANCE	J. A. MEDICAL	420-70-2173	409717	09/11/2017	31376	145.18
	1353.59		INVOICE # T17-08-1653A					
	09/11/2017		K. R. MEDICAL	420-70-2173	419717	09/11/2017	31376	1208.41
			INVOICE # T17-08-0686A					

ADULT INMATE CARE								
			1353.59					

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AMOUNT
01 O	101211	TENORIO, AMANDA	TRADIC TRAINING, DEXING, NM	401-55-2205	429717	09/11/2017		160.00
	09/11/2017		SEPTEMBER-2017					

FINNACH DEPARTMENT 160.00

01 R	101212	TILLERY CHEVROLET GMC INC	FRONT BRAKE JOB	401-05-2201	459717	09/11/2017	31497	932.24
	09/11/2017		REAR BRAKE JOB				31497	
			LABOR-REPLACE DRIVER SIDE LATCH				31497	
			DOOR LATCH 88980997				31497	
			OIL CHANGE				31497	
			SHOP SUPPLIES, TAX				31497	
			INVOICE # 6048933/1					

COUNTY COMMISSION 932.24

01 R	101213	TV ENTERPRISES AUTO SUPPLY	PARTS AND HARDWARE FOR BUILDING	401-15-2215	469717	09/11/2017	31379	162.38
	09/11/2017		MAINTENANCE				31379	
			PARTS AND HARDWARE FOR VEHICLE	401-15-2201			31379	100.00
			MAINTENANCE				31379	
			AUGUST 2017				31379	

ADMINISTRATIVE OFFICES 262.38

01 R	101214	TV ENTERPRISES AUTO SUPPLY	(1) WINDSHIELD WIPER BLADES	610-40-2201	479717	09/11/2017	31471	32.63
	09/11/2017		FOR UNITS A03 & A05				31471	
			INVOICE # 30654					

COUNTY ASSESSOR 32.63

01 O	101215	TRADIC INC.	IT-MAINTENANCE CONTRACTS	401-65-2203	499717	09/11/2017		4215.83
	09/11/2017		INVOICE # 02:26.1					

INFORMATION TECHNOLOGY 4215.83

01 R	101216	WILLARD, VILLAGE OF	DISP. 6 VFD MONTHLY BILL	418-91-2210	509717	09/11/2017		54.33
	09/11/2017		7/24/17-8/28/17					

STATE FIRE ALLOTMENT 54.33

01 O	101217	AIRGAS USA LLC	DISP. 2 VFD CYLINDER RENTAL FEE	406-91-2230	191417	09/14/2017		94.29
	09/14/2017		AUG-2017					
			INVOICE # 9947546556					

STATE FIRE ALLOTMENT 94.29

01 O	101218	AUTOZONE INC.	BATTERIES, WIPER BLADES, WASHER	401-50-2201	291417	09/14/2017	31223	244.27
	09/14/2017		FLUID, OTHER VEHICLE MAINTENANCE	420-74-2201			31223	244.28
			NEEDS - JULY 2017				31223	
			VERBAL APPROVAL BY L. OLIVAS				31223	
			1030 ON 6/26/2017 TWP-FY1812				31223	

COUNTY SHERIFF 244.27

01 R	101219	BUDGET NATIONWIDE TRANSMISSION	TRANSFER CASE FOR UNIT P11	402-60-2201	391417	09/14/2017	31383	1924.00
	09/14/2017		A. MEDINA - 2003 CHEVY SILVERADO				31383	
			INVOICE # 711313					

COUNTY ROAD DEPARTMENT 1924.00

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
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01 R	101220	DOCUMENT SOLUTIONS INC	MONTHLY COPIER MAINTENANCE	911-80-2203	591417	09/14/2017		65.92
			M/SUPPLIES (AUGUST 2017)					
			INVOICE # 1W70333					

911-DISPATCH CENTER 65.92								
01 O	101221	DT AUTOMOTIVE	PARTS & LABOR TO REPAIR HEATER	911-80-2201	691417	09/14/2017		440.00
			ON 2009 CHEVY IMPALA					
			ADD: PASSENGER WINDOW REGULATOR					
			REPLACEMENT					

911-DISPATCH CENTER 440.00								
01 O	101222	EMW GAS ASSOCIATION	ROAD-MONTHLY BILL-AUGUST-17	402-61-2209	791417	09/14/2017		51.99

COUNTY ROAD SHOP 51.99								
01 O	101223	ESTANCIA, TOWN OF	ROAD-MONTHLY BILL	402-61-2210	891417	09/14/2017		178.91
			AUGUST-2017					

COUNTY ROAD SHOP 178.91								
01 O	101224	G & K SERVICES	MATS,MOPS,ADMIN. BLDG	401-15-2237	991417	09/14/2017		947.95
			MATS,MOPS,JUDICIAL BLDG	401-16-2237				846.20

ADMINISTRATIVE OFFICES 947.95 JUDICIAL COMPLEX MAINT 846.20								
01 O	101225	BARAKE ENTERTAINMENT	DJ SERVICES - 9/9/2016	605-03-2272	1291417	09/14/2017		400.00
			DANCE UNDER THE STARS					31337

DWI DISTRIBUTION GRANT 400.00								
01 O	101226	GUSTIN HARDWARE INC.	STRAPS, SHOVELS, FITTINGS,	402-61-2250	1391417	09/14/2017		31389
			NUTS, BOLTS					31389
			AUGUST 2017					31389

COUNTY ROAD SHOP 210.65								
01 O	101227	HARRIS-HANLON MORTUARY	INDIGENT BURIAL/JENKINS	414-19-2293	1091417	09/14/2017		600.00

2ND 1/8 GROSS RECEIPTS 600.00								
01 O	101228	HONSTEIN OIL CO.	OIL/FUEL FILTERS, OILS, FLUIDS	402-60-2201	1491417	09/14/2017		88.04
			FOR VEHICLES					31384
			OIL/FUEL FILTERS, OILS, FLUIDS	402-60-2244				31384
			FOR EQUIPMENT					31384
			AUGUST 2017					31384

COUNTY ROAD DEPARTMENT 141.67								
01 O	101229	HONSTEIN OIL CO.	TC ANIMAL SHELTER MONTHLY FUEL	401-82-2202	1591417	09/14/2017		270.99
			INVOICE # ZZZ2212					

CHK#	DATE	Name	Description	Line Item	INVOICE #	DATE	PO #	Amount
			D MAY APPEAL					31362
			2 EDITION RUN 8/3 AND 8/17					31362
			APPRAVALT AND TAX					31362
			INVOICE # 1362755					

ELECTIONS		76.34	PLANNING & ZONING	22.27
01 O 101239	NATIONAL FIRE FIGHTER CORP.	(2)	HEAVY DUTY COMBIDE WIDLAND	405-91-2248
			GLOVE W/STRAP/SM	
09/14/2017			(2) HEAVY DUTY COMBIDE WIDLAND	
			GLOVE W/STRAP/MED	
			(4) HEAVY DUTY COMBIDE WIDLAND	
			GLOVE W/STRAP/LG	
			(2) HEAVY DUTY COMBIDE WIDLAND	
			GLOVE W/STRAP/X-LG	
			INVOICE # 1423967	

STATE FIRE ALLOTMENT		114.95
01 O 101240	NM BOARD OF PHARMACY	4 - EUTHANASIA TECH. APPLICATION
09/14/2017		401-82-2272
		FEE
		M. SEAGER, M. GALLIBSO,
		C. WORLEY, C. COSTA

ANIMAL SHELTER		150.00
01 O 101241	NM COALITION AGAINST DOMESTIC	MEMBERSHIP DUES
09/14/2017		FY18

VICTIM RESTITUTION		23.91
01 O 101242	NM DEPARTMENT OF PUBLIC SAFETY	BACKGROUND CHECK - C. COSTA
09/14/2017		

ANIMAL SHELTER		15.00
01 O 101243	NM DEPARTMENT OF PUBLIC SAFETY	BACKGROUND CHECK - M. SEAGER
09/14/2017		

ANIMAL SHELTER		15.00
01 O 101244	NM DEPARTMENT OF PUBLIC SAFETY	BACKGROUND CHECK - C. WORLEY
09/14/2017		

ANIMAL SHELTER		15.00
01 O 101245	NM MUNICIPAL LEAGUE	ENTITY MEMBERSHIP FEE
09/14/2017		

STATE FIRE ALLOTMENT		100.00
01 O 101246	NM ONE CALL SYSTEM INC	QUARTERLY BASIC MEMBERSHIP FEE
09/14/2017		QUARTERLY ALLOCATION USAGE

COUNTY ROAD DEPARTMENT		798.12
01 O 101246	NM ONE CALL SYSTEM INC	QUARTERLY BASIC MEMBERSHIP FEE
09/14/2017		QUARTERLY ALLOCATION USAGE

CR#	DATE	Name	Description	Line Item	INVOICE #	DATE	PO #	Amount
01 0	101247	NGSU, REGENTS OF	DECAPITATION FOR RABBIT TESTING	401-82-2272	2991417	09/14/2017	31454	25.00
			VERBAL APPROVAL BY L. OLIVAS				31454	
			1100 ON 8/14/2017 TMP-180804				31454	

ANIMAL SHELTER 25.00								
01 0	101248	PITNEY BOWES INC.	LEASING CHARGES	401-05-2203	3591417	09/14/2017		426.45
			6/30/2017-9/29/2017					

COUNTY COMMISSION 426.45								
01 0	101249	QUEST CORPORATION	DIST. 5 VFD MONTHLY BILL	405-91-2207	491417	09/14/2017		365.34
			JULY 28, 2017-AUGUST 27, 2017					
			DIST. 6 VFD MONTHLY BILL	418-91-2207				226.21
			TC ANIMAL SHELTER MONTHLY BILL	401-82-2207				266.02
			ROAD MONTHLY BILL	402-60-2207				94.50
			SENIOR CENTER'S MONTHLY BILL	401-05-2207				367.37
			MANAGER MONTHLY BILL	401-10-2207				189.65

STATE FIRE ALLOTMENT 591.55 ANIMAL SHELTER 266.02 COUNTY ROAD DEPARTMENT 94.50								
COUNTY COMMISSION 367.37 COUNTY MANAGER 189.65								
01 0	101250	RENNIE, WARREN T	MONTHLY MAINTENANCE (SEPTEMBER)	911-80-2203	3691417	09/14/2017		360.00

911-DISPATCH CENTER 360.00								
01 0	101251	RICOH USA, INC	P&Z MONTHLY CONTRACP	401-08-2203	3791417	09/14/2017		289.95
			9/4/17-9/23/17					
			INVOICE # 99345115					

PLANNING & ZONING 289.95								
01 0	101252	RICOH USA, INC	REPLACES PO 29850	402-60-2203	3891417	09/14/2017	31279	12.33
			BASE BLACKWHITE					
			INVOICE # 5050142510					

COUNTY ROAD DEPARTMENT 12.33								
01 0	101253	RMS SERVICES	MAINTENANCE CONTRACT ADMIN BLDG.	401-15-2203	3991417	09/14/2017		1222.01
			AUGUST 2016					
			JUDICIAL BLDG.					
			INVOICE # 3042/3043					

ADMINISTRATIVE OFFICES 1222.01 JUDICIAL COMPLEX MAINT. 870.91								
01 0	101254	T-MOBILE USA, INC	COMMISSION MONTHLY BILL AUGUST	401-05-2207	4091417	09/14/2017		112.85
			CIVIL DEFENSE MONTHLY BILL	604-83-2207				54.93
			MAINT. MONTHLY BILL	401-15-2207				2.33
			MANAGER MONTHLY BILL	401-10-2207				272.22
			CLERK MONTHLY BILL	401-20-2207				2.33
			P&Z MONTHLY BILL	685-08-2207				2.33
			P&Z	401-08-2207				14.58
			SHERIFF MONTHLY BILL	401-50-2207				1889.54
			TC ANIMAL SHELTER	401-82-2207				58.32
			FIRE ADMIN. MONTHLY BILL	413-91-2207				67.02
			DIST. 3 VFD MONTHLY BILL	408-91-2207				14.58

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			DIST.2 VED MONTHLY BILL	406-91-2207	/	/		16.91
			ROAD MONTHLY BILL	402-60-2207	/	/		254.82
			TGPO-HY MONTHLY BILL	629-49-2207	/	/		43.74
			TGPO-DV MONTHLY BILL	690-86-2207	/	/		43.90
			DISPATCH MONTHLY BILL	911-80-2207	/	/		102.06
			DWI MONTHLY BILL	605-03-2207	/	/		14.58
			ELECTRONIC MONITORING	420-73-2207	/	/		27.35
			TREASURER MONTHLY BILL	401-30-2207	/	/		8.96
			FINNANCE MONTHLY BILL	401-55-2207	/	/		40.35

COUNTY COMMISSION	112.85	COMMUNICATIONS/EMS TAX	54.93	ADMINISTRATIVE OFFICES	2.33			
COUNTY MANAGER	272.22	COUNTY CLERK	2.33	PLANNING & ZONING	16.91			
COUNTY SHERIFF	1889.54	ANIMAL SHELTER	58.32	STATE FIRE ALLOTMENT	98.51			
COUNTY ROAD DEPARTMENT	254.82	HOME VISITING GRANT FY	43.74	DV CONTRACT FY18	43.90			
911-DISPATCH CENTER	102.06	DWI DISTRIBUTION GRANT	14.58	COMMUNITY MONITORING	27.35			
COUNTY TREASURER	8.96	FINNANCE DEPARTMENT	40.35					

01 0 101255	TDS/GCR TIRES CENTERS	TERRIS FOR EQUIPMENT	402-60-2244	4191417	09/14/2017	31441	553.08
553.08		BLDE TRACTOR				31441	
09/14/2017		VERBAL APPROVAL BY L. OLTAS				31441	
		740 ON 8/10/2017 TWP-180802				31441	
		INVOICE # 75953					

COUNTY ROAD DEPARTMENT	493.50							
01 0 101256	TJ ENTERPRISES AUTO SUPPLY	PARKS FOR EQUIPMENT REPAIRS-	402-60-2244	4291417	09/14/2017	31387	493.50	
493.50		OILS, FILTERS, BELTS, WIPER				31387		
09/14/2017		BLADES, WRENCHES, BRAVES, WHEEL				31387		
		STUDS, CROSSBAR, IUG NUTS,				31387		
		COOLANTS, TOWELS				31387		
		AUGUST 2017				31387		

COUNTY ROAD DEPARTMENT	1533.56							
01 0 101257	TJ ENTERPRISES AUTO SUPPLY	PARTS FOR VEHICLE REPAIRS-	402-60-2201	4391417	09/14/2017	31382	1533.56	
1533.56		OILS, FILTERS, FLUIDS, BELTS,				31382		
09/14/2017		FUSES, COOLANTS, PLUGS, FUNNELS,				31382		
		GASKETS				31382		
		AUGUST 2017						

COUNTY ROAD DEPARTMENT	2000.00							
01 0 101258	UNM MEDICAL GROUP	CLAIM # 1929-JOSE PENNA	414-19-2293	1191417	09/14/2017		2000.00	
2000.00		UNM HOSPITALS						
09/14/2017		ACCOUNT # 269827465						

ZND 1/8 GROSS RECEIPTS	2000.00							
01 0 101259	WAGNER EQUIPMENT CO.	PARTS, SERVICE CALLS, CUTTING	402-60-2244	4491417	09/14/2017	31386	477.62	
477.62		EDGES FOR EQUIPMENT				31386		
09/14/2017		AUGUST 2017				31386		
		INVOICE # P10C0659169;						
		P10C0659168						

COUNTY ROAD DEPARTMENT	477.62							
01 0 101260	WALLEN LAW FIRM, THE	LEGAL SERVICES-AUGUST 2017	401-05-2275	4591417	09/14/2017		11235.29	
11235.29		PHILIPP, GENERAL BUSINESS						
09/14/2017		INVOICE # 8219,8220						
		COUNTY COMMISSION						
		11235.29						

CHK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	101261	WRIGHT, CIARA	OPD RODEO PAYOFF	412-53-2235	4691417	09/14/2017		41.75
			FLAGS;BARRELS;FOLES;GOATS					
	09/14/2017							

COUNTY FAIR 41.75								
01 0	101262	4 RIVERS EQUIPMENT, LLC	PARTS, SERVICE CALLS, CUTTING	402-60-2244	4791417	09/14/2017	31388	1723.30
			EDGES FOR EQUIPMENT				31388	
	09/14/2017		AUGUST 2017				31388	

COUNTY ROAD DEPARTMENT 1723.30								
01 0	101299	ADAY, JOYRCHAN	TCF LIVESTOCK SALE	412-53-2249	192017	09/20/2017		6877.85
			6+ 28 & 34- AUGUST, 2017					
	09/21/2017							

COUNTY FAIR 6877.85								
01 0	101300	ADAY, MARLIGH	TCF LIVESTOCK SALE	412-53-2249	292017	09/20/2017		3179.85
			LOT 42 - AUGUST, 2017					
	09/21/2017							

COUNTY FAIR 3179.85								
01 0	101301	AIRGAS USA LLC	CYLINDER RENTAL FEE	408-91-2230	492017	09/20/2017		136.36
			AUGUST, 2017					
	09/21/2017		DIST. S VED CYLINDER RENTAL FEE	405-91-2230				117.93
			AUGUST, 2017					
			INVOICE # 9947546557					

STAGE FIRE ALLOTMENT 254.29								
01 0	101302	AMBITIONS TECHNOLOGY GROUP LLC	MAINTENANCE CONTRACT	401-65-2203	592017	09/20/2017		6661.78
			6/01/2017 - 7/01/2017					
	09/21/2017		INVOICE # 6404					
			MAINTENANCE CONTRACT	401-65-2203				5031.00
			7/01/2017 - 8/01/2017					
			INVOICE # 6412					
			MAINTENANCE CONTRACT	401-65-2203				2075.95
			5/01/2017 - 8-01/2017					
			INVOICE # 6413					

INFORMATION TECHNOLOGY 13768.73								
01 0	101303	APPLE MOUNTAIN PRINTS	1000 - 8.5X11 LETTERHEAD	401-21-2221	692017	09/20/2017	31543	298.00
			500 - SECOND BLANK SHEETS				31543	
	09/21/2017		INVOICE # 1003					

ERIECTIONS 298.00								
01 0	101304	AUSTIN, MONICA	TCF LIVESTOCK SALE	412-53-2249	392017	09/20/2017		2264.85
			LOT 47 - AUGUST, 2017					
	09/21/2017							

COUNTY FAIR 2264.85								
01 0	101305	AUSTIN, SAMUEL	TCF LIVESTOCK SALE	412-53-2249	792017	09/20/2017		2262.85
			LOT 43					
	09/21/2017		AUGUST, 2017					

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY FAIR 262.85								
01 0	101306	BAUER, NICHOLAS	SANTA FE, NM AUTO X TRAINING	406-91-2205	892017	09/20/2017		432.00
			SEPTEMBER, 2017					
STATE FIRE ALLOTMENT 432.00								
01 0	101307	BERNALILLO CTY JUVENILE DETENTION/BOUSING	INMATE - B.V	420-72-2172	992017	09/20/2017		5120.60
			MEDICAL INMATE - B.V	420-72-2173				5.60
			INVOICE # 47369					
JUVENILE INMATE CARR 5126.20								
01 0	101308	GAIN, CONTRESA	TCF LIVESTOCK SALE	412-53-2249	1092017	09/20/2017		4216.85
			AUGUST, 2017					
COUNTY FAIR 4216.85								
01 0	101309	CENTRAL NM ELECTRIC COOP.	DIST. 3 VPD MONTHLY BILL	408-91-2208	1192017	09/20/2017		110.51
			DIST. 1 VPD MONTHLY BILL	407-91-2208				116.01
			DIST. 6 VPD MONTHLY BILL	418-91-2208				59.85
			DIST. 2 VPD MONTHLY BILL	406-91-2208				140.05
			DIST. 3 VPD MONTHLY BILL	408-91-2208				225.47
			DIST. 4 VPD MONTHLY BILL	409-91-2208				113.77
			DIST. 5 VPD MONTHLY BILL	405-91-2208				476.03
			TCFP-MONTHLY BILL	412-53-2208				598.04
			SENIOR CENTER'S MONTHLY BILL	401-05-2208				1525.26
			COURTHOUSE	401-15-2208				2925.99
			COURTHOUSE	401-15-2208				6.38
			HEALTH DEPT.	401-24-2208				299.19
			JUDICIAL COMPLEX	401-16-2208				3573.44
			TC DISPATCH	911-80-2208				46.68
STATE FIRE ALLOTMENT 1241.69 COUNTY FAIR 598.04 COUNTY COMMISSION 1525.26								
			ADMINISTRATIVE OFFICES	2932.37				3573.44
			911-DISPATCH CENTER	46.68				
COUNTY FAIR 432.00								
01 0	101310	CHILDRESS, SIMON	SANTA FE, NM AUTO X TRAINING	406-91-2205	1392017	09/20/2017		432.00
			SEPTEMBER, 2017					
STATE FIRE ALLOTMENT 432.00								
01 0	101311	CINTEAS CORPORATION NO. 2	(1) ANTIMICROBIAL ADDITIVE 80Z	600-06-2248	1492017	09/20/2017		31469
			(1) EYE WASH STATION SERVICE					31469
			(1) SD 16 GAL EYE STATION					31469
			TRX (ROAD SHOP)					31469
			INVOICE # 840334508					
RISK MANAGEMENT 474.78								
01 0	101312	CLARKE, CASEY	SANTA FE, NM AUTO X TRAINING	405-91-2205	1592017	09/20/2017		432.00
			SEPTEMBER, 2017					
STATE FIRE ALLOTMENT 432.00								

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	10/13/13	CONCRETE AGGREGATE & ASPHALT	DENSITY TESTING ON CRA072	402-64-2408	1692017	09/20/2017	31549	487.78
	09/21/2017		CLEMENTS RD 2				31549	
			SP-5-17(186) CL#L500225				31549	
			CR#D15382				31549	
			INVOICE # L2017-4361 (SP-CRA072					

SP PROJECT								
								487.78
01 O	10/13/14	CORLISS, ARLISS	TCF LIVESTOCK SALE	412-53-2249	1792017	09/20/2017		3899.85
	09/21/2017		LOT# 30640					
			AUGUST, 2017					

COUNTY FAIR								
								3899.85
01 O	10/11/15	CORRECTIONS CORP. OF AMERICA	INMATE COST	420-70-2172	1992017	09/20/2017		74026.50
	09/21/2017		INMATE MEDICAL	420-70-2173		/ /		5489.09
			INMATE TRICORE	420-70-2173		/ /		342.79
			INVOICE # 8-2017-8-2017T;					
			8-2017MED					

ADULT INMATE CARE								
								79858.38
01 O	10/13/16	CORRECTIONS CORPORATION OF AMERICA	INMATE COST	420-70-2172	1892017	09/20/2017		1752.14
	09/21/2017		ICE HOUSING					
			INVOICE # ICE-8-2017					

ADULT INMATE CARE								
								1752.14
01 O	10/13/17	DAVIS, ANNA	TCF LIVESTOCK SALE	412-53-2249	2292017	09/20/2017		2317.85
	09/21/2017		LOT # 11					
			AUGUST, 2017					

COUNTY FAIR								
								2317.85
01 O	10/13/18	DH PACE COMPANY INC	REPAIR FAR EAST BAY DOOR AT 5	405-91-2215	2092017	09/20/2017	31550	399.52
	09/21/2017		MAIN STATION - WILL NOT CLOSE				31550	
			VERBAL APPROVAL BY L. OLIVAS				31550	
			956 ON 9/12/2017 TMP-180915				31550	
			INVOICE # SVC/56856 09-13-2017					
			REPLACE WINDOWS AND ADD EXTRUDED	406-91-2215	2192017	09/20/2017	31526	1746.15
			METAL TO ALL WINDOWS AND SERVICE				31526	
			ALL DOORS DUE TO VANDALISM				31526	
			VERBAL APPROVAL BY L. OLIVAS				31526	
			1149 ON 8/16/2017 TMP-180806				31526	
			INVOICE # SVC/56373 08-31-2017					

STATE FIRE ALLOTMENT								
								2145.67
01 O	10/13/19	DOUBLE H AUTO	BATTERY/WIPER BLADES FOR DODGE	605-03-2201	2392017	09/20/2017	31557	56.70
	09/21/2017		VERBAL APPROVAL BY K. HERNANDEZ				31557	
			1105 ON 9/7/2017 TMP-180909				31557	
			INVOICE # 430656					

DMT DISTRIBUTION GRANT								
								56.70
01 O	10/13/20	DF AUTOMOTIVE	VEHICLE REPAIRS	401-50-2201	2492017	09/20/2017	31483	400.00
	09/21/2017		H. WHITE DODGE				31483	
			VERBAL APPROVAL BY L. OLIVAS				31483	
			953 ON 8/18/2017 TMP-180810				31483	
			INVOICE # 314831					

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			DENT REPAIR AND PAINT	401-50-2201	2592017	09/20/2017	31405	608.41
			M. RIVERA - DODGE					
			INVOICE # 3140551					

COUNTY SHERIFF		1008.41
01 0 101321	DUNLAP, SEMH	
	TCF LIVESTOCK SALE	412-53-2249
	LOT # 9 & 26	2692017 09/20/2017
	AUGUST, 2017	4120.35

COUNTY FAIR		4120.35
01 0 101322	EMMONS, SHELBY	
	TCF LIVESTOCK SALE	412-53-2249
	LOT # 3 & 13	2792017 09/20/2017
	AUGUST, 2017	3295.85

COUNTY FAIR		3295.85
01 0 101323	ENCINAS, KINSEY	
	TCF LIVESTOCK SALE	412-53-2249
	LOT # 6 & 24	2892017 09/20/2017
	AUGUST, 2017	4679.85

COUNTY FAIR		4679.85
01 0 101324	EVERETT, ANNE	
	TCF LIVESTOCK SALE	412-53-2249
	LOT # 21 & 38	2992017 09/20/2017
	AUGUST, 2017	4640.85

COUNTY FAIR		4640.85
01 0 101325	FIRHOSEDIRCCT	
	6 - RED 1.75X50' DOUBLE JACKET	405-91-2248
	FIRE ROSE	3092017 09/20/2017
	2089.26	31499
	09/21/2017	31499
	4 - WHITE 3"X50' DOUBLE JACKET	
	FIRE ROSE	31499
	ESTIMATED TAX/SHIPPING	31499
	INVOICE # 65864	31499

STATE FIRE ALLOTMENT		2089.26
01 0 101326	FURTERS, CHRISTOPHER	
	SANTA FE, NM AUTO X TRAINING	406-91-2205
	SEPTEMBER, 2017	3192017 09/20/2017
	432.00	432.00

STATE FIRE ALLOTMENT		432.00
01 0 101327	GALLS LLC	
	DIST. 4 VFD	405-91-2236
	TACTICAL BELTS, PENLIGHT, PUNCHU	3292017 09/20/2017
	RESISTANT GLOVES	198.90
	09/21/2017	
	INVOICE # 8158525	

STATE FIRE ALLOTMENT		198.90
01 0 101328	GSD - ADMIN SERVICES DIVISION	
	WOOD PEDESTAL DESK	411-92-2219
	6' WOOD BOOK CASE	3392017 09/20/2017
	2 - 4 DRAWER WOOD FILE CABINETS	31442
	2 DRAWER LATERAL CABINET	31442
	2003 DODGE DURANGO SXT 4WD	411-92-2618
	INVOICE # 20805/20806	2000.00

STATE FIRE ALLOTMENT		198.90
01 0 101328	GSD - ADMIN SERVICES DIVISION	
	WOOD PEDESTAL DESK	411-92-2219
	6' WOOD BOOK CASE	3392017 09/20/2017
	2 - 4 DRAWER WOOD FILE CABINETS	31442
	2 DRAWER LATERAL CABINET	31442
	2003 DODGE DURANGO SXT 4WD	411-92-2618
	INVOICE # 20805/20806	2000.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	FO #	Amount
01 O 101329	09/21/2017	GUSTIN HARDWARE INC.	MATERIALS FOR OPERATING	412-53-2215	3492017	09/20/2017		303.11
			COUNTY FAIR					

COUNTY FAIR 303.11

01 O 101330	09/21/2017	HARRAL, BRADY	TCP LIVESTOCK SALE	412-53-2249	3692017	09/20/2017		6937.85
			LOT # 29					

COUNTY FAIR 6937.85

01 O 101331	09/21/2017	HENDRICKS, MALINA	TCP LIVESTOCK SALE	412-53-2249	3792017	09/20/2017		2397.85
			LOT # 23					

COUNTY FAIR 2397.85

01 O 101332	09/21/2017	HENDRICKS, SAMANTHA	TCP LIVESTOCK SALE	412-53-2249	3892017	09/20/2017		3730.85
			LOT # 35					

COUNTY FAIR 3730.85

01 O 101333	09/21/2017	HIGHER STANDARDS AUTOMOTIVE	REPLACE ALTERNATOR IN AC TRUCK	401-82-2201	3592017	09/20/2017		343.63
			VERBAL APPROVAL BY K. HERRANDEZ					
			1629 ON 9/6/2017 TMP-1809707					
			INVOICE # 615					

COUNTY FAIR 343.63

01 O 101334	09/21/2017	HONSTEIN OIL CO.	CIVIL DEFENSE MONTHLY FUEL	604-83-2202	3992017	09/20/2017		64.22
			AUGUST, 2017					

COUNTY FAIR 1684.66

01 O 101335	09/21/2017	IRON MOUNTAIN RECORDS MANAGEMENT	MONTHLY STORAGE FOR MICROFILM	612-20-2203	4492017	09/20/2017		85.17
			INVOICE # 201397146					

COUNTY FAIR 85.17

01 O 101336	09/21/2017	JARAMILLO, LINDA	CLERK'S AFFILIATE MEETING	401-21-2205	4592017	09/20/2017		152.00
			MESCALERO, NM					
			OCTOBER, 2017					

COUNTY FAIR 152.00

01 O 101337		JONES PUMPING, LLC	REPAIR/REPLACE PUMPERS IN	401-15-2215	4692017	09/20/2017		646.88
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COUNTY FAIR 646.88

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
646.88	09/21/2017		JANITOR CLOSER				31360	
			VERBAL APPROVAL BY L. OLIVAS				31360	
			756 ON 7/25/2017				31360	
			INVOICE # 170					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
646.88	09/21/2017		ADMINISTRATIVE OFFICES					
			JUNIOR'S TIRE & AUTO PARTS INC.4 - 245/70 R17 10 FRY ALL	685-08-2201	4792017	09/20/2017	31575	676.00
			TERRAIN TIRES				31575	
			MOUNTED & BALANCED				31575	
			VERBAL APPROVAL BY L. OLIVAS				31575	
			847 ON 9/14/2017 TMP-180916				31575	
			INVOICE # 170506					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
152.00	09/21/2017		PLANNING & ZONING					
			CLERK'S AFFILIATE MEETING	401-21-2205	4892017	09/20/2017		152.00
			MESCALERO, NM					
			OCTOBER, 2017					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
2503.85	09/21/2017		ELECTIONS					
			TCR LIVESTOCK SALE	412-53-2249	4992017	09/20/2017		2503.85
			LOT # 48					
			AUGUST, 2017					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
640.50	09/21/2017		COUNTY FAIR					
			TEEN COURT SERVICES	605-03-2271	5092017	09/20/2017	31560	640.50
			SEPT 1-15, 2017				31560	
			MAX \$20/HOUR PLUS GRT				31560	
			MAXIMUM OF 15 HOURS/WEEK				31560	
			VERBAL APPROVAL BY L. OLIVAS				31560	
			1710 ON 8/31/2017 TMP-180901				31560	
			INVOICE # 915-017					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
4875.85	09/21/2017		DWI DISTRIBUTION GRANT					
			TCF LIVESTOCK SALE	412-53-2249	5192017	09/20/2017		4875.85
			LOT # 36 & 46					
			AUGUST, 2017					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
4422.85	09/21/2017		COUNTY FAIR					
			TCF LIVESTOCK SALE	412-53-2249	5292017	09/20/2017		4422.85
			LOT 15 & 20					
			AUGUST, 2017					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
2236.35	09/21/2017		COUNTY FAIR					
			TCF LIVESTOCK SALE	412-53-2249	5392017	09/20/2017		2236.35
			LOT # 2 & 31					
			AUGUST, 2017					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
266.36	09/21/2017		COUNTY FAIR					
			CLERK-LEASER PAYMENT	612-20-2203	5492017	09/20/2017		266.36
			SCAN PRO-1100					
			INVOICE # 15201082					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
266.36	09/21/2017		COUNTY CLERK					
			CLERK-LEASER PAYMENT	612-20-2203	5492017	09/20/2017		266.36
			SCAN PRO-1100					
			INVOICE # 15201082					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	101346	MAURICIO, JAVIER	TCP LIVESTOCK SALE LOT # 10 & 27 AUGUST, 2017	412-53-2249	5592017	09/20/2017		3717.85

COUNTY FAIR 3717.85								
01 0	101347	MCALLISTER, MALORIE	TCP LIVESTOCK SALE LOT # 4 AUGUST, 2017	412-53-2249	5692017	09/20/2017		8522.85

COUNTY FAIR 8522.85								
01 0	101348	NETZGER, KAYLA	TCP LIVESTOCK SALE LOT # 7 & 25 AUGUST, 2017	412-53-2249	5792017	09/20/2017		4919.85

COUNTY FAIR 4919.85								
01 0	101349	MORRISY CONCRETE PRODUCTS	5/8 CHIPS FOR LEASE HAULING CHARGE INVOICE #80 BOND (PROJECT MEXICO)	402-60-2240	5892017	09/20/2017		7072.01

COUNTY ROAD DEPARTMENT 7072.01								
01 0	101350	MOUNTAIN VIEW TELEGRAPH	EMPLOYMENT ADVERTISEMENT DISPATCHER INVOICE # 10001363790-0803 EMPLOYMENT AD PART TIME HOME VISITOR	911-80-2221	5992017	09/20/2017		51.44
								31358
								31358
								6092017
								09/20/2017
								31444
								31444
								103.72

911-DISPATCH CENTER 51.44 HOME VISITING GRANT FY 103.72								
01 0	101351	NATIONAL CLINICAL TECHNOLOGY	INNAWE MEDICAL V.H	420-70-2173	6192017	09/20/2017		865.00

ADULT INMATE CARE 865.00								
01 0	101352	NEW MEXICO APPARATUS LLC	DIST.5 VFD SQUAD 5 T/S HARD START, TS BATTERIES R/R SERPENTINE BELT INVOICE # 92020 PDI REPLACE 2 FRONT TIRES INVOICE # 92027	405-91-2201	6292017	09/20/2017		303.96
								6392017
								09/20/2017
								742.14

STATE FIRE ALLOTMENT 1046.10								
01 0	101353	NEW MEXICO LOCKING SYSTEMS	RE-KEY FIRE ADMINISTRATION AND FIRE CHIEF OUTER OFFICE DOORS 6 - DUPLICATE KEYS SERVICE CALL TAX INVOICE # 3068	413-91-2272	6592017	09/20/2017		87.12
								31506
								31506
								31506
								31506
								31506

STATE FIRE ALLOTMENT 87.12								
01 0	101354	NEW MEXICO PROPANE	GALLONS PROPANE/18 E TORRSON INVOICE # 3068936511	409-91-2209	6692017	09/20/2017		1201.75

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

STATE FIRE ALLOTMENT 1201.75

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	101355	NEXITYA INC	ASSESSOR VOIP PHONES 9/17-10/16	610-40-2207	6792017	09/20/2017		344.37
	1907.17		CLERK	612-20-2207	/	/		185.43
			MANAGER	401-10-2207	/	/		132.45
			FINANCE	401-55-2207	/	/		79.47
			MAINTENANCE	401-15-2207	/	/		52.98
			PURCHASING	401-27-2207	/	/		26.49
			COMMISSION	401-05-2207	/	/		52.98
			P&Z	401-08-2207	/	/		52.98
			CODE ENFORCE	685-08-2207	/	/		26.49
			DWI	605-22-2207	/	/		52.98
			IT	401-65-2207	/	/		26.49
			ROAD	402-60-2207	/	/		52.98
			PROBATE	401-90-2207	/	/		26.49
			RA	675-07-2207	/	/		26.49
			SHERIFF	401-50-2207	/	/		254.90
			COMM. MONITOR	420-73-2207	/	/		26.49
			TREASURER	401-30-2207	/	/		211.92
			TCPO	690-86-2207	/	/		52.92
			TCPO	629-52-2207	/	/		52.92
			TCPO	819-47-2207	/	/		26.46
			EXTENSION	401-05-2207	/	/		106.00
			CIVIL DEFENSE	604-83-2207	/	/		26.49

COUNTY ASSESSOR	344.37	COUNTY CLERK	185.43	COUNTY MANAGER	132.45
FINANCE DEPARTMENT	79.47	ADMINISTRATIVE OFFICES	52.98	PURCHASING DEPARTMENT	26.49
COUNTY COMMISSION	158.98	PLANNING & ZONING	79.47	DWI LOCAL GRANT FY17	52.98
INFORMATION TECHNOLOGY	26.49	COUNTY ROAD DEPARTMENT	52.98	PROBATE JUDGE	26.49
RURAL ADDRESSING	26.49	COUNTY SHERIFF	254.90	COMMUNITY MONITORING	26.49
COUNTY TREASURER	211.92	DV CONTRACT FY18	52.92	HOME VISITING GRANT FY	52.92
	26.46	COMMUNICATIONS/EWS TAX	26.49		

01 O 101356	MMEMTA	2 - REGISTRATIONS 2017 FIRE &	408-91-2266	31500	6492017	09/20/2017		150.00
	450.00	EMS EXPO 9/5-11/2017		31500				
		A. ORIO, A. IOVANO		31500				
09/21/2017		1 - REGISTRATION 2017 FIRE &	405-91-2266	31500				
		EMS EXPO 9/5-11/2017		31500				
		B. TRAVIS		31500				
		2 - REGISTRATIONS 2017 FIRE &	418-91-2266	31500				300.00
		EMS EXPO 9/5-11/2017		31500				
		N. LEWARK, J. LEWARK		31500				
		INVOICE # 17-028		31500				

STATE FIRE ALLOTMENT	450.00							
01 O 101357	ORIO, ARIAGAL	2017 FIRE/EMS EXPO	408-91-2205	31500	6892017	09/20/2017		190.00
	190.00	SOCORRO, NM						
09/21/2017		SEPTEMBER, 2017						

STATE FIRE ALLOTMENT	190.00							
01 O 101358	OTTS, PAYTON	TOP LIVESTOCK SALE	412-53-2249	31500	6992017	09/20/2017		3576.85
	3576.85	LOT # 32						
09/21/2017		AUGUST, 2017						

COUNTY FAIR	3576.85							
01 O 101359	PARENTS AS TEACHERS	ANNUAL PARENTS AS TEACHERS	629-49-2269	31539	7092017	09/20/2017		1950.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
1950.00	09/21/2017		AFFILIATION FEE (INCLUDES USE OF CURRICULUM)				31539	
			2 - AFFILIATE RENEWAL FOR 2 HV STAFF				31539	
			DUE TO PAY BY SEPTEMBER 30, 2017				31539	

HOME VISITING GRANT FY 1950.00

01 O 101360 PERER, JAYDE TCF LIVESTOCK SALE 412-53-2249 7192017 09/20/2017 10702.85

10702.85 LOT # 19 & 41

09/21/2017 AUGUST, 2017

COUNTY FAIR 10702.85

01 O 101361 PHEASANT DRUMS REPAIR & REPAIR 2 - HOSE DRYING RACKS AND APPLICABLE TAX 408-91-2248 7292017 09/20/2017 1798.70

1798.70 INVOICE # UNIT 1 / UNIT 2 31552

09/21/2017

STATE FIRE ALLOTMENT 1798.70

01 O 101362 POPE MATTHEW LUKE TCF LIVESTOCK SALE 412-53-2249 7392017 09/20/2017 2653.85

2653.85 LOT # 45

09/21/2017 AUGUST, 2017

COUNTY FAIR 2653.85

01 O 101363 QWEST CORPORATION SHERIFF AUGUST 2017 BILL-FAK 401-50-2207 1292017 09/20/2017 2.45

1653.57 TRESASORER'S MONTHLY BILL 401-40-2207 56.22

09/21/2017 ASSESSOR'S OFFICE MONTHLY BILL 401-20-2207 54.76

CLERK MONTHLY BILL 409-91-2207 277.41

FIRE ADMIN. MONTHLY BILL 406-91-2207 168.52

DIST. 4 VPD MONTHLY BILL 408-91-2207 210.81

DIST. 2 VPD MONTHLY BILL 911-80-2207 289.08

DIST. 3 VPD MONTHLY BILL 420-70-2207 536.73

DISPATCH MONTHLY BILL SHERIFF MONTHLY BILL 1.37

COUNTY SHERIFF 2.45 COUNTY TREASURER 56.22 COUNTY ASSESSOR 56.22

COUNTY CLERK 54.76 STATE FIRE ALLOTMENT 945.82 911-DISPATCH CENTER 536.73

ADULT INMATE CARE 1.37

01 O 101364 RICOH USA, INC MP3545P C86130949 401-30-2203 7592017 09/20/2017 222.78

222.78 6/23/2017 TO 7/22/2017

09/21/2017 RENT INVOICE # 99345111

COUNTY TREASURER 222.78

01 O 101365 RICOH USA, INC CONTRACT COPIER 610-40-2203 7692017 09/20/2017 359.61

359.61 9/1/2017-9/30/2017

09/21/2017 INVOICE # 99402819

COUNTY ASSESSOR 359.61

01 O 101366 RICOH USA, INC EQUIPMENT: BLACK & WHITE COPIES 629-49-2218 7492017 09/20/2017 9.68

19.36 INVOICE # 5050142928 690-86-2218 9.68

09/21/2017

HOME VISITING GRANT FY 9.68 DV CONTRACT FY18 9.68

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	10/16/17	ROBERTS, JENNIFER	SANTA FE, NM AUTO X TRAINING	406-91-2205	7792017	09/20/2017		432.00
			SEPTEMBER, 2017					

STATE FIRE ALLOTMENT 432.00								
01 0	10/16/17	SAMBA HOLDINGS, INC.	DL MONITORING AND BACKGROUND	413-91-2272	7892017	09/20/2017		153.18
			INVOICE # INV00013502					
			DL MONITORING AND BACKGROUND	401-05-2272	7992017	09/20/2017		350.83
			INVOICE # 12795					
			DL MONITORING AND BACKGROUND	401-05-2272	8092017	09/20/2017		222.53
			INVOICE # 7745					

STATE FIRE ALLOTMENT 153.18 COUNTY COMMISSION 573.36								
01 0	10/16/17	SANCHEZ, HANNA	SANTA FE, NM AUTO X TRAINING	413-91-2205	8192017	09/20/2017		432.00
			SEPTEMBER, 2017					

STATE FIRE ALLOTMENT 432.00								
01 0	10/13/17	SANCHEZ, RANDY	SANTA FE, NM AUTO X TRAINING	406-91-2205	8292017	09/20/2017		432.00
			SEPTEMBER, 2017					

STATE FIRE ALLOTMENT 432.00								
01 0	10/13/17	SANTA FE COUNTY CORRECTIONS DEPT. D. JUVENILE INMATE CARE	JUVENILE INMATE CARE	420-72-2172	8392017	09/20/2017		5735.00
			INVOICE # TOR 08-2017					

JUVENILE INMATE CARE 5735.00								
01 0	10/13/17	SEDILO, SOPHIA	TCP LIVESTOCK SALE	412-53-2249	8492017	09/20/2017		2440.85
			LOT # 44					
			AUGUST, 2017					

COUNTY FAIR 2440.85								
01 0	10/13/17	SMITH, EMERY	SANTA FE, NM AUTO X TRAINING	405-91-2205	8592017	09/20/2017		432.00
			SEPTEMBER, 2017					

STATE FIRE ALLOTMENT 432.00								
01 0	10/13/17	SMITH, KENDRA	TCP LIVESTOCK SALE	412-53-2249	8692017	09/20/2017		4184.35
			LOT # 12 & 33					
			AUGUST, 2017					

COUNTY FAIR 4184.35								
01 0	10/13/17	STAPLES BUSINESS ADVANTAGE	4 - CASES OF GATORADE FOR REHAB	405-91-2248	8792017	09/20/2017		109.13
			INVOICE # 3351547484/3352096569					

STATE FIRE ALLOTMENT 109.13								
01 0	10/13/17	STAPLES BUSINESS ADVANTAGE	CORRECTION TAPE; SIGN HERE TABS; 401-10-2219		8892017	09/20/2017		411.96
			TRAINING TABLE; BINDER COMES -					
			ASSORTED SIZES; NEON COPY PAPER					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			ASSORTED COLORS; DUST OFF; CLOAK WIPERS; BLUE STICKS; TAPE DISPENSERS; PENS - ASSORTED COLORS; UTILITY KNIFE, SHARPE MARKERS; BLUE PARTITION FOLDERS; YELLOW PARTITION FOLDERS, PASTEL COPY PAPER, MONITOR STAND					
							31451	
							31451	
							31451	
							31451	
							31451	
							31451	
							31451	

COUNTY MANAGER 411.96

01 O 101377	TJS/SCR TRUCK TIRE CENTER INC	(1) DEPUTY SPRUNK TIRE	401-50-2201	9192017	09/20/2017	1059.16
1059.16		(4) SHERIFF WHITE TIRES				
09/21/2017		INVOICE # 733-75585				

COUNTY SHERIFF 1059.16

01 O 101378	THOMAS FAWNS	WEED CONTROL CHEMICALS FOR ADMIN 401-15-2215		9292017	09/20/2017	31293
91.88		INVOICE # 293				91.88
09/21/2017						

ADMINISTRATIVE OFFICES 91.88

01 O 101379	TJ ENTERPRISES AUTO SUPPLY	FD9	411-92-2201	9092017	09/20/2017	31555
110.10		BATTERY FOR 2003 DURANGO/SMS				31555
09/21/2017		VEHICLE				31555
		VERBAL APPROVAL BY L. OLIVAS				31555
		942 ON 9/11/2017 TWP-170912				31555
		INVOICE # 31055				31555

1/4% FIRE EXCISE TAX 110.10

01 O 101380	TRAMMELL, MARNA	SANTRA PE, NM AUTO X TRAINING	405-91-2205	9392017	09/20/2017	432.00
432.00		SEPTEMBER, 2017				
09/21/2017						

STATE FIRE ALLIEMENT 432.00

01 O 101381	TRAMMELL, MICHAEL	SANTRA PE, NM AUTO X TRAINING	405-91-2205	9492017	09/20/2017	432.00
432.00		SEPTEMBER, 2017				
09/21/2017						

STATE FIRE ALLIEMENT 432.00

01 O 101382	TRAVIS, BRETT	SANTRA PE, NM AUTO X TRAINING	405-91-2205	9592017	09/20/2017	432.00
432.00		SEPTEMBER, 2017				
09/21/2017						

STATE FIRE ALLIEMENT 432.00

01 O 101383	TRENN, JOSEPH	TCR LIVESTOCK SALE	412-53-2249	9692017	09/20/2017	543.85
543.85		LOT # 1				
09/21/2017		AUGUST, 2017				

COUNTY FAIR 543.85

01 O 101384	TWO GONZ CUSTOMZ & HYDROGRAPHY	EMERGENCY STERN	401-50-2201	9792017	09/20/2017	31478
2249.99		INSTALLATION				31478
09/21/2017		H. WHITE DODGE STERN REPLACEMENT				31478
		INVOICE # 1258				

COUNTY SRRRTFF 2249.99

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	101385	UNIQUE ENTERPRISES	EMERGENCY VEHICLE REPAIR	420-73-2201	9892017	09/20/2017	31572	493.43
			VERBAL APPROVAL BY K. HERNANDEZ				31572	
			1003 ON 9/8/2017 TMP-180911				31572	
			INVOICE # 3489					

COMMUNITY MONITORING	493.43							
01 0	101386	VERIZON WIRELESS	AUGUST 07-SEPTEMBER 06	401-50-2207	9992017	09/20/2017		718.65
			PAST PAYMENT-CURRENT PAYMENT					
			SHERIFF PHONE					
			INVOICE # 9778215494					

COUNTY SHERIFF	718.65							
01 0	101387	VULCAN MATERIALS COMPANY	210.57 - TONS COLD MIX PATCH	621-96-2613	10092017	09/20/2017	31434	17435.18
			FOR VARIOUS COUNTY MAINTAINED				31434	
			ROAD				31434	
			TAX/FREIGHT				31434	
			INVOICE # 80343659					

CAPITAL OUTLAY GROSS R 17435.18								
01 0	101388	WALDROP, BAILEY	TCF LIVESTOCK SALE	412-53-2249	10192017	09/20/2017		7122.85
			LOT # 22					
			AUGUST, 2017					

COUNTY PAIR	7122.85							
01 0	101389	WARREN, GIANNI	TCF LIVESTOCK SALE	412-53-2249	10292017	09/20/2017		1867.85
			LOT # 18					
			AUGUST, 2017					

COUNTY PAIR	1867.85							
01 0	101390	WELLS FARGO BANK	SAFE DEPOSIT BOX	401-65-2272	10392017	09/20/2017	31544	80.00
			NW 5302				31544	

INFORMATION TECHNOLOGY	80.00							
01 0	101391	WEX FLEET UNIVERSAL	COMMISSION FUEL AUGUST, 2017	401-05-2202	10492017	09/20/2017		33.46
			MAINT. MONTHLY FUEL	401-15-2202				200.29
			TREASURER FUEL	401-30-2202				55.77
			SHERIFF FUEL	401-50-2202				4632.34
			TRANSPORT FUEL	420-74-2202				1187.88
			DIST. 5 VFD FUEL	405-91-2202				466.37
			DIST. 2 VFD FUEL	406-91-2202				271.24
			DIST. 3 VFD FUEL	408-91-2202				337.23
			DIST. 4 VFD FUEL	409-91-2202				75.19
			FIRE ADMIN. FUEL	413-91-2202				567.98
			ELECT. MONITORING FUEL	418-91-2202				91.96
			CIVIL DEFENSE FUEL	420-73-2202				27.63
			DWI FUEL	604-83-2202				49.20
			TCPO-HV FUEL	605-03-2201				73.37
			DISPATCH FUEL	629-49-2205				25.55
				911-80-2202				61.59

COUNTY COMMISSION 33.46 ADMINISTRATIVE OFFICES 200.29 COUNTY TREASURER 55.77
 COUNTY SHERIFF 4632.34 TRANSPORTATION OF PRIS 1187.88 STRIKE FIRE ALLOTMENT 1809.97

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COMMUNITY MONITORING	27.63	COMMUNICATIONS/EWS TAX	49.20	DWI DISTRIBUTION GRANT	73.37			
HOME VISITING GRANT FY	25.55	911-DISPATCH CENTER	61.59					
01 O 101392	WHITE, TATE	TCF LIVESTOCK SALE		412-53-2249	10592017	09/20/2017		6846.85
	6846.85	LOT # 17 & 49						
	09/21/2017	AUGUST, 2017						

COUNTY FAIR 6846.85								
01 O 101393	WRYE, CACHE	TCF LIVESTOCK SALE		412-53-2249	10892017	09/20/2017		3397.85
	3397.85	LOT # 5						
	09/21/2017	AUGUST, 2017						

COUNTY FAIR 3397.85								
01 O 101394	WRYE, WILLIAM BRICE	OTD RODEO BREAKAWAY ROPING		412-53-2235	10692017	09/20/2017		7.50
	7.50							
	09/21/2017							

COUNTY FAIR 7.50								
01 O 101395	WRYE, WILLIAM BRICE	TCF LIVESTOCK SALE		412-53-2249	10792017	09/20/2017		4327.85
	4327.85	LOT # 8						
	09/21/2017	AUGUST, 2017						

COUNTY FAIR 4327.85								
01 O 101396	111 STARR, GARY	TCF LIVESTOCK SALE		412-53-2249	8992017	09/20/2017		2412.85
	2412.85	LOT # 39						
	09/21/2017	AUGUST, 2017						

COUNTY FAIR 2412.85								
190	41689.59	/	/	TOTAL				

** GRAND TOTAL ** 411,689.59

**TOTAL GENERAL FUND 83,606.68

**DEPT	401-05-2109	COUNTY COMMISSION	30,560.49	.00
	401-05-2201	COUNTY ADULT	13,682.90	.00
	401-05-2202	VEHICLE MAINTENANCE/REPAIR	932.24	.00
	401-05-2203	VEHICLE FUEL	33.46	.00
	401-05-2207	MAINTENANCE CONTRACTS	426.45	.00
	401-05-2208	TELECOMMUNICATIONS	639.20	.00
	401-05-2209	ELECTRICITY	1,525.26	.00
	401-05-2210	HEATING/GAS/PROPANE	144.32	.00
	401-05-2243	WATER/SEWER/TRASH	118.01	.00
	401-05-2272	KKMW COMMUNITY FOUNDATION 501C3	1,250.00	.00
	401-05-2275	PROFESSIONAL SERVICES	573.36	.00
		LEGAL SERVICES	11,235.29	.00

**DEPT	401-08-2201	PLANNING & ZONING	428.06	.00
	401-08-2202	VEHICLE MAINTENANCE/REPAIR	12.50	.00
	401-08-2203	VEHICLE FUEL	35.78	.00
	401-08-2207	MAINTENANCE CONTRACTS	289.95	.00
	401-08-2221	TELECOMMUNICATIONS	67.56	.00
		PRINTING/PUBLISHING/ADVERTISING	22.27	.00

**DEPT	401-10-2207	COUNTY MANAGER	1,007.88	.00
	401-10-2219	TELECOMMUNICATIONS	595.92	.00
		OFFICE SUPPLIES	411.96	.00

**DEPT	401-15-2201	ADMINISTRATIVE OFFICES MAINTENAN	7,185.02	.00
	401-15-2202	VEHICLE MAINTENANCE/REPAIR	100.00	.00
	401-15-2203	VEHICLE FUEL	200.29	.00
	401-15-2207	MAINTENANCE CONTRACTS	1,222.01	.00
	401-15-2208	TELECOMMUNICATIONS	55.31	.00
	401-15-2209	ELECTRICITY	2,932.37	.00
	401-15-2210	HEATING/GAS/PROPANE	119.51	.00
	401-15-2215	WATER/SEWER/TRASH	178.91	.00
	401-15-2237	BUILDING MAINTENANCE/REPAIR	1,428.67	.00
		CLEANING SERVICE	947.95	.00

**DEPT	401-16-2203	JUDICIAL COMPLEX MAINTENANCE	5,881.62	.00
	401-16-2208	MAINTENANCE CONTRACTS	989.16	.00
	401-16-2209	ELECTRICITY	3,573.44	.00
	401-16-2210	HEATING/GAS/PROPANE	79.04	.00
	401-16-2215	WATER/SEWER/TRASH	239.34	.00
	401-16-2237	BUILDING MAINTENANCE/REPAIR	154.44	.00
		CLEANING SERVICE	846.20	.00

**DEPT	401-20-2207	COUNTY CLERK	592.08	.00
	401-20-2219	TELECOMMUNICATIONS	57.09	.00
		OFFICE SUPPLIES	534.99	.00

**DEPT	401-21-2205	ELECTIONS	678.34	.00
	401-21-2221	MILEAGE/PER DIEM	304.00	.00
		PRINTING/PUBLISHING/ADVERTISING	374.34	.00

**DEPT	401-24-2208	HEALTH DEPT BLDG MAINTENANCE	422.16	.00
	401-24-2209	ELECTRICITY	299.19	.00
	401-24-2210	HEATING/GAS/PROPANE	54.91	.00
		WATER/SEWER/TRASH	68.06	.00
**DEPT		PURCHASING DEPARTMENT	26.49	.00

401-27-2207	TELECOMMUNICATIONS	26.49	.00
**DEPT	COUNTY TREASURER	972.89	.00
401-30-2202	VEHICLE FUEL	55.77	.00
401-30-2203	MAINTENANCE CONTRACTS	222.78	.00
401-30-2205	MILEAGE/PER DIEM	320.00	.00
401-30-2207	TELECOMMUNICATIONS	279.19	.00
401-30-2219	OFFICE SUPPLIES	95.15	.00
**DEPT	COUNTY ASSESSOR	57.93	.00
401-40-2207	TELECOMMUNICATIONS	57.93	.00
**DEPT	COUNTY SHERIFF	14,878.22	.00
401-50-2201	VEHICLE MAINTENANCE/REPAIR	4,561.83	.00
401-50-2202	VEHICLE FUEL	6,163.49	.00
401-50-2207	TELECOMMUNICATIONS	2,877.94	.00
401-50-2218	EQUIPMENT MAINTENANCE/REPAIR	285.25	.00
401-50-2219	OFFICE SUPPLIES	613.71	.00
401-50-2222	FIELD SUPPLIES	376.00	.00
**DEPT	FINANCE DEPARTMENT	439.82	.00
401-55-2205	MILEAGE/PER DIEM	320.00	.00
401-55-2207	TELECOMMUNICATIONS	119.82	.00
**DEPT	INFORMATION TECHNOLOGY DEPARTMENT	18,091.05	.00
401-65-2203	MAINTENANCE CONTRACTS	17,984.56	.00
401-65-2207	TELECOMMUNICATIONS	26.49	.00
401-65-2272	PROFESSIONAL SERVICES	80.00	.00
**DEPT	ANIMAL SHELTER	2,358.14	.00
401-82-2115	PHARMACY SUPPLIES	724.60	.00
401-82-2201	VEHICLE MAINTENANCE/REPAIR	343.63	.00
401-82-2202	VEHICLE FUEL	528.11	.00
401-82-2207	TELECOMMUNICATIONS	324.34	.00
401-82-2209	HEATING/GAS/PROPANE	24.00	.00
401-82-2219	OFFICE SUPPLIES	145.00	.00
401-82-2272	PROFESSIONAL SERVICES	268.46	.00
**DEPT	PROBATE JUDGE	26.49	.00
401-90-2207	TELECOMMUNICATIONS	26.49	.00
**TOTAL	ROAD FUND	27,656.22	.00
**DEPT	COUNTY ROAD DEPARTMENT	26,726.89	.00
402-60-2201	VEHICLE MAINTENANCE/REPAIR	3,545.60	.00
402-60-2202	VEHICLE FUEL	10,277.68	.00
402-60-2203	MAINTENANCE CONTRACTS	810.45	.00
402-60-2207	TELECOMMUNICATIONS	402.30	.00
402-60-2240	ROAD SUPPLIES	7,072.01	.00
402-60-2244	MACHINERY MAINTENANCE/REPAIR	3,376.13	.00
402-60-2255	CATTLEGRADS/CULVERTS	1,242.72	.00
**DEPT	COUNTY ROAD SHOP	441.55	.00
402-61-2209	HEATING/GAS/PROPANE	51.99	.00
402-61-2210	WATER/SEWER/TRASH	178.91	.00
402-61-2250	SHOP SUPPLIES	210.65	.00
**DEPT	SP PROJECT	487.78	.00
402-64-2408	SP-5-17 (1.86)	487.78	.00
**TOTAL	DISTRICT 5 VFD	6,766.79	.00

**DEPT					
405-91-2201	STATE FIRE ALLOTMENT	6,766.79			.00
405-91-2202	VEHICLE MAINTENANCE/REPAIR	303.96			.00
405-91-2205	VEHICLE FUEL	466.37			.00
405-91-2207	MILEAGE/PER DIEM	2,160.00			.00
405-91-2208	TELECOMMUNICATIONS	365.34			.00
405-91-2209	ELECTRICITY	476.03			.00
405-91-2210	HEATING/GAS/PROPANE	62.47			.00
405-91-2215	WATER/SEWER/TRASH	20.68			.00
405-91-2215	BUILDING MAINTENANCE/REPAIR	399.52			.00
405-91-2230	MEDICAL SUPPLIES	117.93			.00
405-91-2248	SAFETY EQUIPMENT	2,313.34			.00
405-91-2272	PROFESSIONAL SERVICES	81.15			.00
**TOTAL	DISTRICT 2 VFD	5,072.36			.00

**DEPT					
406-91-2202	STATE FIRE ALLOTMENT	5,072.36			.00
406-91-2205	VEHICLE FUEL	271.24			.00
406-91-2207	MILEAGE/PER DIEM	2,160.00			.00
406-91-2208	TELECOMMUNICATIONS	293.91			.00
406-91-2209	ELECTRICITY	140.05			.00
406-91-2210	HEATING/GAS/PROPANE	28.01			.00
406-91-2215	WATER/SEWER/TRASH	262.56			.00
406-91-2215	BUILDING MAINTENANCE/REPAIR	1,746.15			.00
406-91-2230	MEDICAL SUPPLIES	94.29			.00
406-91-2272	PROFESSIONAL SERVICES	76.15			.00
**TOTAL	DISTRICT 1 VFD	229.35			.00

**DEPT					
407-91-2207	STATE FIRE ALLOTMENT	229.35			.00
407-91-2208	TELECOMMUNICATIONS	113.34			.00
407-91-2208	ELECTRICITY	116.01			.00
**TOTAL	DISTRICT 3 VFD	8,016.74			.00

**DEPT					
408-91-2201	STATE FIRE ALLOTMENT	8,016.74			.00
408-91-2202	VEHICLE MAINTENANCE/REPAIR	4,463.98			.00
408-91-2205	VEHICLE FUEL	337.23			.00
408-91-2207	MILEAGE/PER DIEM	190.00			.00
408-91-2207	TELECOMMUNICATIONS	303.66			.00
408-91-2208	ELECTRICITY	335.98			.00
408-91-2209	HEATING/GAS/PROPANE	50.99			.00
408-91-2215	BUILDING MAINTENANCE/REPAIR	93.69			.00
408-91-2230	MEDICAL SUPPLIES	136.36			.00
408-91-2248	SAFETY EQUIPMENT	1,798.70			.00
408-91-2266	TRAINING	150.00			.00
408-91-2272	PROFESSIONAL SERVICES	156.15			.00
**TOTAL	DISTRICT 4 VFD	1,839.28			.00

**DEPT					
409-91-2202	STATE FIRE ALLOTMENT	1,839.28			.00
409-91-2207	VEHICLE FUEL	75.19			.00
409-91-2208	TELECOMMUNICATIONS	168.52			.00
409-91-2209	ELECTRICITY	113.77			.00
409-91-2215	HEATING/GAS/PROPANE	1,201.75			.00
409-91-2236	UNIFORMS	198.90			.00
409-91-2272	PROFESSIONAL SERVICES	81.15			.00
**TOTAL	COUNTY FIRE PROTECTION FUND	4,215.52			.00
**DEPT	1/4% FIRE EXCISE TAX	4,215.52			.00

411-92-2201 VEHICLE MAINTENANCE/REPAIR 110.10 .00
 411-92-2219 OFFICE SUPPLIES 856.27 .00
 411-92-2248 SAFETY EQUIPMENT 1,249.15 .00
 411-92-2618 CO/VEHICLES 2,000.00 .00
 **TOTAL COUNTY FAIR 138,296.15 .00

**DEPT COUNTY FAIR 138,296.15 .00
 412-53-2208 ELECTRICITY 598.04 .00
 412-53-2209 HEATING/GAS/PROPANE 28.99 .00
 412-53-2210 WATER/SEWER/TRASH 730.21 .00
 412-53-2215 BUILDING MAINTENANCE/REPAIR 303.11 .00
 412-53-2235 AWARDS FOR COUNTY FAIR 49.25 .00
 412-53-2249 ANIMAL SALES AT COUNTY FAIR 136,101.55 .00
 412-53-2272 PROFESSIONAL SERVICES 425.00 .00
 **TOTAL FIRE DEPARTMENT ADMIN 2,463.00 .00

**DEPT STATE FIRE ALLOTMENT 2,463.00 .00
 413-91-2201 VEHICLE MAINTENANCE/REPAIR 742.14 .00
 413-91-2202 VEHICLE FUEL 567.98 .00
 413-91-2205 MILEAGE/PER DIEM 432.00 .00
 413-91-2207 TELECOMMUNICATIONS 344.43 .00
 413-91-2269 MEMBERSHIP DUES/SUBSCRIPTIONS 100.00 .00
 413-91-2272 PROFESSIONAL SERVICES 276.45 .00
 **TOTAL INDIGENT FUND 2,600.00 .00

**DEPT 2ND 1/8 GROSS RECEIPTS TAX 2,600.00 .00
 414-19-2293 INDIGENT MEDICAL CLAIMS 2,600.00 .00
 **TOTAL DISTRICT 6 VFD 770.81 .00
 **DEPT STATE FIRE ALLOTMENT 770.81 .00
 418-91-2202 VEHICLE FUEL 91.96 .00
 418-91-2207 TELECOMMUNICATIONS 226.21 .00
 418-91-2208 ELECTRICITY 59.85 .00
 418-91-2209 HEATING/GAS/PROPANE 38.46 .00
 418-91-2210 WATER/SEWER/TRASH 54.33 .00
 418-91-2266 TRAINING 300.00 .00

**TOTAL JAIL FUND 100,354.47 .00
 **DEPT ADULT INMATE CARE 82,203.29 .00
 420-70-2172 CARE OF INMATES 74,026.50 .00
 420-70-2173 INMATE MEDICAL 8,175.42 .00
 420-70-2207 TELECOMMUNICATIONS 1.37 .00
 **DEPT JUVENILE INMATE CARE 15,982.04 .00
 420-72-2172 CARE OF INMATES 15,970.60 .00
 420-72-2173 INMATE MEDICAL 11.44 .00

**DEPT COMMUNITY MONITORING 736.98 .00
 420-73-2201 VEHICLE MAINTENANCE/REPAIR 493.43 .00
 420-73-2202 VEHICLE FUEL 77.97 .00
 420-73-2207 TELECOMMUNICATIONS 53.84 .00
 420-73-2272 PROFESSIONAL SERVICES 111.74 .00
 **DEPT TRANSPORTATION OF PRISONERS 1,432.16 .00
 420-74-2201 VEHICLE MAINTENANCE/REPAIR 244.28 .00
 420-74-2202 VEHICLE FUEL 1,187.88 .00

**TOTAL SAFETY PROGRAM 474.78 .00
 **DEPT RISK MANAGEMENT 474.78 .00
 600-06-2248 SAFETY EQUIPMENT 474.78 .00
 **TOTAL CIVIL DEFENSE FUND 194.84 .00

**DEPT COMMUNICATIONS/BMS TAX 194.84 .00
 604-83-2202 VEHICLE FUEL 113.42 .00
 604-83-2207 TELECOMMUNICATIONS 81.42 .00
 **TOTAL DMI PROGRAM FUND 1,878.63 .00

**DEPT DMI DISTRIBUTION GRANT FY18 1,825.65 .00
 605-03-2201 VEHICLE MAINTENANCE/REPAIR 130.07 .00
 605-03-2207 TELECOMMUNICATIONS 14.58 .00
 605-03-2271 NON-PROFESSIONAL SERVICES 640.50 .00
 605-03-2272 PROFESSIONAL SERVICES 1,040.50 .00
 **DEPT DMI LOCAL GRANT FY17 52.98 .00
 605-22-2207 TELECOMMUNICATIONS 52.98 .00
 **TOTAL PROPERTY VALUATION FUND 1,010.05 .00

**DEPT COUNTY ASSESSOR 1,010.05 .00
 610-40-2201 VEHICLE MAINTENANCE/REPAIR 32.63 .00
 610-40-2202 VEHICLE FUEL 216.48 .00
 610-40-2203 MAINTENANCE CONTRACTS 416.57 .00
 610-40-2207 TELECOMMUNICATIONS 344.37 .00
 **TOTAL CLERK'S EQUIPMENT FUND 844.23 .00

**DEPT COUNTY CLERK 844.23 .00
 612-20-2203 MAINTENANCE CONTRACTS 633.11 .00
 612-20-2207 TELECOMMUNICATIONS 187.12 .00
 612-20-2308 VOTING MACHINE STORAGE 24.00 .00
 **TOTAL CAPITAL OUTLAY GROSS RECEIPTS TX 17,435.18 .00

**DEPT CAPITAL OUTLAY GROSS RECEIPTS TX 17,435.18 .00
 621-96-2613 CO/ROAD CONSTRUCTION/RECONSTRUCT 17,435.18 .00
 **TOTAL HOME VISITING GRANT 2,350.89 .00

**DEPT HOME VISITING GRANT FY18 2,297.97 .00
 629-49-2205 MILEAGE/PER DIEM 91.93 .00
 629-49-2207 TELECOMMUNICATIONS 43.74 .00
 629-49-2218 EQUIPMENT MAINTENANCE/REPAIR 108.58 .00
 629-49-2221 PRINTING/PUBLISHING/ADVERTISING 103.72 .00
 629-49-2269 MEMBERSHIP DUES/SUBSCRIPTIONS 1,950.00 .00
 **DEPT HOME VISITING GRANT FY17 52.92 .00
 629-52-2207 TELECOMMUNICATIONS 52.92 .00
 **TOTAL RURAL ADDRESSING 83.45 .00

**DEPT RURAL ADDRESSING 83.45 .00
 675-07-2203 RURAL ADDRESSING 83.45 .00
 675-07-2207 MAINTENANCE CONTRACTS 56.96 .00
 TELECOMMUNICATIONS 26.49 .00
 **TOTAL P&Z COURT FEES 870.42 .00

 **DEPT PLANNING & ZONING 870.42 .00
 685-08-2201 VEHICLE MAINTENANCE/REPAIR 688.50 .00
 685-08-2202 VEHICLE FUEL 153.10 .00
 685-08-2207 TELECOMMUNICATIONS 28.82 .00
 **TOTAL DOMESTIC VIOLENCE GRANT 205.40 .00

 **DEPT DV CONTRACT FY18 205.40 .00
 690-86-2207 TELECOMMUNICATIONS 96.82 .00
 690-86-2218 EQUIPMENT MAINTENANCE/REPAIR 108.58 .00
 **TOTAL DV VICTIM'S RESTITUTION 23.91 .00

 **DEPT VICTIM RESTITUTION 23.91 .00
 691-38-2269 MEMBERSHIP DUES/SUBSCRIPTIONS 23.91 .00
 **TOTAL NM PRIMARY CARE ASSOCIATION 26.46 .00

 **DEPT TELECOMMUNICATIONS 26.46 .00
 819-47-2207 TELECOMMUNICATIONS 26.46 .00
 **TOTAL IMMIGRATION & CUSTOMS ENFORCEMENT 1,752.14 .00

 **DEPT ADULT INMATE CARE 1,752.14 .00
 825-70-2172 CARE OF INMATES 1,752.14 .00
 **TOTAL EMERGENCY-911 FUND 2,651.84 .00

 **DEPT 911-DISPATCH CENTER 2,056.84 .00
 911-80-2201 VEHICLE MAINTENANCE/REPAIR 440.00 .00
 911-80-2202 VEHICLE FUEL 61.59 .00
 911-80-2203 MAINTENANCE CONTRACTS 425.92 .00
 911-80-2207 TELECOMMUNICATIONS 717.93 .00
 911-80-2208 ELECTRICITY 46.68 .00
 911-80-2209 HEATING/GAS/PROPANE 41.20 .00
 911-80-2215 BUILDING MAINTENANCE/REPAIR 124.01 .00
 911-80-2221 PRINTING/PUBLISHING/ADVERTISING 51.44 .00
 911-80-2272 PROFESSIONAL SERVICES 148.07 .00

 **DEPT DPA TRAINING GRANT 595.00 .00
 911-85-2266 TRAINING 595.00 .00

 BANK01 WELLS FARGO 411,689.59 .00
 ** BANK TOTALS ** 411,689.59 .00



*Agenda Item
No. 1*

Tabeled 9-13-17

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner James "Jim" Frost, District 1
Commissioner Julia DuCharme, District 2
Commissioner Javier B. Sanchez, District 3
County Manager
Belinda Garland
Deputy County Manager
Annette Ortiz

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

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

Name: Belinda Garland Manager
First Last Department / Company / Organization Name

Today's Date: 9-13-17 9-6-17 Mailing Address: _____
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: _____ Fax Number: _____
Would you like this Agenda faxed to you? Yes No

Email Address: _____

Is this request for the next Commission meeting? YES NO If NO, date of Commission Meeting: 9-27-17

Brief explanation of business to be discussed:
AOC will present to commissioners.

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

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

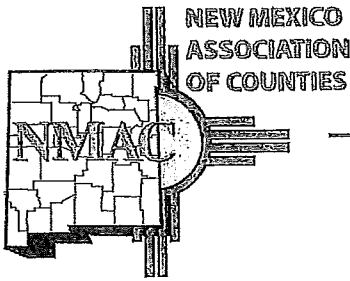
Has this been reviewed by the County Attorney? YES NO

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

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

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

Other: _____



NEW MEXICO ASSOCIATION OF COUNTIES

Memorandum

Date: August 17, 2018
To: Board of Directors, Clerks Affiliate, DWI Coordinators Affiliate, Criminal Justice Policy Committee members, Healthcare Policy Committee members, and Tax Policy Committee members
Cc: Commissioners and Managers Affiliates
From: Steve Kopelman, NMAC Executive Director
Re: Protocol for Board of County Commissioners Priority Issue Meetings

In an effort to promote communication among NMAC and the 33 counties, we request that board members do three things: 1) present the 2018 NMAC legislative priorities to their respective Board of County Commissioners for consideration and endorsement by resolution at the earliest possible date, 2) notify Aelysea Webb, awebb@nmcounties.org or 505-395-3403, of the date on which the priorities will be on their agenda, and 3) report to the NMAC Board of Directors at the meeting on October 13, 2017 on their commission meeting discussion.

The Clerks Affiliate, DWI Coordinators Affiliate, Criminal Justice Policy Committee members, Healthcare Policy Committee members, and Tax Policy Committee members in each county should be able to serve as resources on their specific resolutions. They should be notified in advance of the Commission meeting. With advanced notification, the NMAC legislative team may be available as a resource for your presentation.

Please contact me if you have any questions on the legislative priorities.

Attached:

- 1) 2018 NMAC legislative priority book (including Standing Policy Statement)
- 2) Board of County Commissioners' legislative priority support resolution template

**A Resolution Supporting the 2018 Legislative Priorities of the
New Mexico Association of Counties**

WHEREAS, in August 2017, the Board of Directors of the New Mexico Association of Counties approved five legislative priorities for consideration by the New Mexico Legislature at its 2018 regular legislative session; *and*

WHEREAS, NMAC has requested that the Board of County Commissioners in each of the state's 33 counties discuss and approve a resolution supporting NMAC's legislative priorities; *and*

WHEREAS, this is an important step in assuring maximum understanding of, and support for, NMAC's legislative priorities at the county level; *and*

WHEREAS, the adoption of such resolutions will enable NMAC to demonstrate to the state legislature strong local and statewide support for NMAC's legislative priorities; *and*

WHEREAS, the legislative priorities include support for legislation on the following five issues:

- **Forfeiture Act Reform**

Support legislation that would correct the unintended consequences of the 2015 amendments to the NM Forfeiture Act to address federal equitable sharing, storage of abandoned property, and expand local authority to seize and dispose of forfeited property while preserving due process protections.

- **Protecting County Funding of Healthcare**

Support the significant involvement of county policy makers in federal, state, and local healthcare, human services, and Medicaid planning, funding, and service delivery decision-making, and oppose any measure that would further shift federal and state healthcare costs to county government.

- **Tax Reform**

Support legislation that protects county revenue and does not have a negative impact on county government. NMAC strongly believes that counties must be at the table for and fully participate in all tax reform efforts; strives to minimize tax policy that places counties and other local governments in conflict; and opposes any efforts that reduce the state's hold harmless distribution to counties or that reduces county GRT authority.

- **Local Election Act**

Support legislation that would enact the Local Election Act, aligning the date for local, non-partisan elections with taxation authority, to the same day in the odd-numbered year.

- **Extend 2014 HB16 Liquor Tax Distribution Sunset**

Support legislation that would permanently increase the distribution percentage to the local DWI grant fund.

NOW, THEREFORE, BE IT RESOLVED that the Torrance Board of County Commissioners does hereby support the legislative priorities of the New Mexico Association of Counties as set forth above, and urges that legislation incorporating these priorities be enacted by the state legislature during its 2018 regular session.

ADOPTED this 13th Day of September, 2017.

BOARD OF COUNTY COMMISSIONERS OF
[COUNTY NAME], NEW MEXICO

Javier Sanchez, Chair, District #3 For / Against

Jim Frost, District #1 For / Against

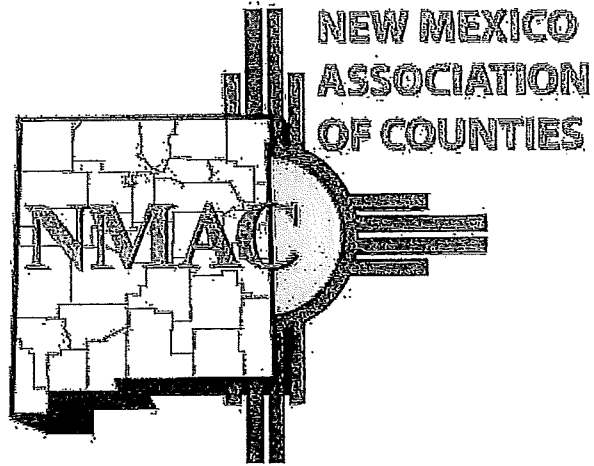
Julia DuCharme, District #2 For / Against

[Name], District [#] For / Against

[Name], District [#] For / Against

ATTEST:

[Name]
County Clerk



Legislative Priorities 2018

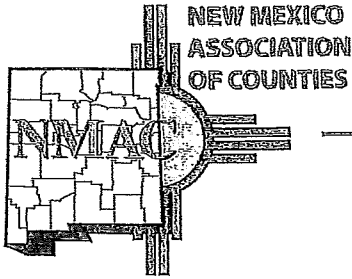
**As approved by the
Board of Directors
August 4, 2017**

**THE NEW MEXICO ASSOCIATION OF COUNTIES
EXECUTIVE COMMITTEE (as of August 2017)**

Officers	District Representatives
Susan Flores, President Otero County Commissioner	Carol Bowman-Muskett, District One McKinley County Commissioner
Rebecca Long, President Elect Lea County Commissioner	Gabriel J. Romero, District Two Taos County Commissioner
Mark Cage, Vice President Eddy County Sheriff	Susan Griffin, District Three Catron County Assessor
Tyler Massey, Past President Hidalgo County Treasurer	Betty Cabber, District Four Torrance County Assessor
Edward Moreno, Treasurer (Ex-Officio) Santa Fe County Commissioner	Linda Smrkovsky, District Five Luna County Commissioner
Steve Kopelman (Ex-Officio) NMAC Executive Director	Steven Boyle, District Six Otero County Assessor

THE NMAC BOARD OF DIRECTORS (as of August 2017)

Linda Stover, Bernalillo County	Carol Bowman-Muskett, McKinley County
Susan Griffin, Catron County	Paula Garcia, Mora County
Dave Kunko, Chaves County	Steven Boyle, Otero County
Corrine Padilla, Cibola County	Mike Cherry, Quay County
Linda Gallegos, Colfax County	Linda Padilla, Rio Arriba County
Wesley Waller, Curry County	Dennis Lopez, Roosevelt County
Becky Harris, De Baca County	Jimmy Voita, San Juan County
Enrique Vigil, Doña Ana County	Janice Varela, San Miguel County
Mark Cage, Eddy County	David Heil, Sandoval County
Gabriel Ramos, Grant County	Geraldine Salazar, Santa Fe County
Ernest Tapia, Guadalupe County	Glenn Hamilton, Sierra County
Phillip Trujillo, Harding County	Manuel Anaya, Socorro County
Tyler Massey, Hidalgo County	Gabriel J. Romero, Taos County
Rebecca Long, Lea County	Betty Cabber, Torrance County
Robert Shepperd, Lincoln County	Justin Bennett, Union County
Pete Sheehey, Los Alamos County	Jhonathan Aragon, Valencia County
Linda Smrkovsky, Luna County	
Ex-Officio members:	
Edward Moreno, Treasurer	Susan Flores, WIR Board Member
Jhonathan Aragon, NACo Board Member	Jim Fambro, Multi-Line Pool Board Representative
Tyler Massey, NACo Board Member	John Vasquez, Workers' Compensation Pool Board Representative
Carol Bowman-Muskett, WIR Board Member	Steve Kopelman, Executive Director



NEW MEXICO ASSOCIATION OF COUNTIES

2018 NMAC LEGISLATIVE PRIORITIES

- **Forfeiture Act Reform**

Support legislation that would correct the unintended consequences of the 2015 amendments to the NM Forfeiture Act to address federal equitable sharing, storage of abandoned property, and expand local authority to seize and dispose of forfeited property while preserving due process protections.

- **Protecting County Funding of Healthcare**

Support the significant involvement of county policy makers in federal, state, and local healthcare, human services, and Medicaid planning, funding, and service delivery decision-making, and oppose any measure that would further shift federal and state healthcare costs to county government.

- **Tax Reform**

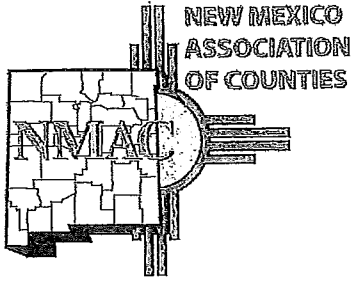
Support legislation that protects county revenue and does not have a negative impact on county government. NMAC strongly believes that counties must be at the table for and fully participate in all tax reform efforts; strives to minimize tax policy that places counties and other local governments in conflict; and opposes any efforts that reduce the state's hold harmless distribution to counties or that reduces county GRT authority.

- **Local Election Act**

Support legislation that would enact the Local Election Act, aligning the date for local, non-partisan elections with taxation authority, to the same day in the odd-numbered year.

- **Extend 2014 HB16 Liquor Tax Distribution Sunset**

Support legislation that would permanently increase the distribution percentage to the local DWI grant fund.



2018 NMAC LEGISLATIVE PRIORITY PROCESS

Year-Round Policy Committee Meetings

May Advisory Council Meeting

- Affiliates present legislative issues and final affiliate meeting agendas with possible joint meetings to the advisory council for discussion. NMAC staff summarizes affiliate legislative issues for the Legislative Committee.

June Annual Conference

- Affiliates submit legislative issues during conference.
- Non-elected official affiliates submit legislative issues through the Managers Affiliate for endorsement.

July Legislative Committee Meeting

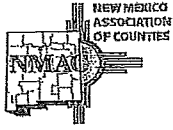
- The Legislative Committee reviews and categorizes (legislative and non-legislative issues) policy committee, pool board, and affiliate legislative issues to determine if they have countywide impact and statewide significance.
- The Legislative Committee makes recommendations for the Board's August meeting.
- Non-legislative issues shall be referred to respective policy committees for further consideration.

August Board Meeting

- The Legislative Committee, policy committee chairs, pool board chairs, affiliate chairs and/or their designated representative present legislative issues to the Board for endorsement.
- The endorsed legislative issues to be considered as a NMAC legislative priority are then voted on by the Board, which selects a limited number as NMAC legislative priorities.
- Those endorsed legislative issues that are not voted as priorities may be advanced by the policy committee, pool board, and affiliates for legislative action with support from NMAC, as time and resources permit.

September – December Legislative Interim Committee Meetings/Selection of Sponsor/Drafting

- Board members present NMAC legislative priorities to Board of County Commission for endorsement and report to the NMAC Board at the October meeting on the commission discussion.
- Affiliates continue to work on legislative issues during fall affiliate meetings.
- NMAC presents bills to interim committees, identifies sponsors for proposed priorities, and Legislative Council Service drafts bills.
- Legislative interim committees may vote to endorse some bills at their last meeting.
- NMAC to write FIR responses for priorities.
- NMAC and NMML Executive Boards meet to discuss and endorse legislative priorities.



NEW MEXICO ASSOCIATION OF COUNTIES POLICY STATEMENT

The New Mexico Association of Counties' (NMAC) mission is to strengthen New Mexico counties' ability to govern their own affairs and to improve the well-being and quality of life of their constituents.

County Government

NMAC supports a policy making process in which all elected county officials and citizens have a voice and recognizes that each county government can best determine how to manage its own affairs and meet the needs of its constituents.

NMAC opposes preemption of local authority and any attempts to restrict local authority.

NMAC opposes unfunded mandates imposed on county government.

Economic Development & Infrastructure

NMAC supports programs, such as LEDA and JTIP, that create and aid both public and private enterprises to plan, finance, and develop job-related industries, businesses, and facilities, including renewable energy production, that are compatible with local needs and desires.

NMAC supports a transparent, efficient, and effective capital outlay process.

NMAC supports affordable high-speed connectivity access.

NMAC supports adequate and recurring federal and state funding sources for public road, bridges, and transportation programs.

NMAC opposes any restriction on the ability of counties to assess fees against users of public rights-of-way or the right of local government to control rights-of-way, zoning authority, or the right to receive usage and rental compensation from telecommunication and other utility providers.

Elections and Accountable Government

NMAC supports transparency in governmental decision-making, open elections, and increased voter participation.

Energy, Environment, and Natural Resources

NMAC supports significant involvement of county policy makers in federal, state, and local environmental, energy, and natural resources initiatives.

NMAC believes that strong working relationships among federal, state, local and tribal entities aid land management and that federal and state government should not preempt local authority.

NMAC supports adoption of sustainable water management policies.

Healthcare and Human Services

NMAC supports the significant involvement of county policy makers in federal, state, and local healthcare, human services, and Medicaid planning, funding, and service delivery decision making, and opposes any measure that would further shift federal and state healthcare costs to county government.

Justice and Public Safety

NMAC supports adequate community behavioral health services and effective diversion of individuals with serious mental illness and substance abuse problems from county detention facilities.

NMAC supports effective and efficient delivery of public safety and emergency response services in all counties.

NMAC supports adequate funding for emergency medical services, 911 services, and the Local DWI Grant Fund.

NMAC supports effective and efficient criminal adjudication processes.

NMAC opposes unnecessary incarceration of youth and adults in county detention facilities.

NMAC supports continued and adequate funding for county detention facilities.

Taxation and Revenue

NMAC supports tax reform efforts that improve economic efficiency, economic development, ease of administration, and overall fairness of the state and local tax system. It is essential that NMAC fully participate in legislative and executive efforts to restructure and reform the state and local tax system.

NMAC supports the following tax policy principles: simplicity, transparency, economic neutrality, and equity.

NMAC supports a high quality property tax valuation system designed to maximize equity, fairness, and transparency among property tax owners, while minimizing administrative complexity and confusion.

NMAC supports full federal funding of Payment in Lieu of Taxes and Secure Rural Schools.

NMAC opposes legislation that has a significant negative impact on county revenue.

NEW MEXICO ASSOCIATION OF COUNTIES
CRIMINAL JUSTICE POLICY COMMITTEE LEGISLATIVE ISSUE #1

Short Title or Subject: Forfeiture Act Reform

Affected Affiliates: Sheriffs, Managers

Impact on County Revenues/Finances: Substantial and recurring

Requested as NMAC Legislative Priority for 2018 30-Day Session: Yes or No (circle one)

The New Mexico Association of Counties supports legislation that would correct the unintended consequences of the 2015 amendments to the NM Forfeiture Act to address federal equitable sharing, storage of abandoned property, and expand local authority to seize and dispose of forfeited property while preserving due process protections.

- In 2015 the legislature passed and the governor signed substantial amendments to the state Forfeiture Act.
- The 2015 amendments have had costly and unintended consequences to local law enforcement
- SB 202 (2017) was a 2017 NMAC priority.
- SB 202 addressed the concerns of the majority of sheriffs and was acceptable to a broad spectrum of stakeholders.
- SB 202 received unanimous support of the Senate and passed the House Judiciary Committee, but was never called up for a vote on the House floor.

Signed Susan Griffin
Susan Griffin, Chair
Criminal Justice Policy Committee Chair

Date 5/25/17

**SB 202 PROPERTY FORFEITURE AUTHORITY BY LOCAL AND STATE LAW
ENFORCEMENT AGENCIES (2017 Session)**

Sponsors: Ivey-Soto; Wooley

Summary: Extends provisions of the Forfeiture Act to apply to all seizures, forfeitures and dispositions of property subject to forfeiture in the state (except contraband, controlled substances and deadly weapons). "Property subject to forfeiture" means property declared to be subject to forfeiture by the act, a state law outside of the act, or a local ordinance. Expands the authority of state and local law enforcement agencies to seize and dispose of forfeited property. Deletes the prohibition of retention of the forfeited property by a law enforcement agency. This bill made it through the Senate with no negative votes but was never called up for a vote on the House floor.

NEW MEXICO ASSOCIATION OF COUNTIES
HEALTHCARE POLICY COMMITTEE LEGISLATIVE ISSUE # 1

Short Title or Subject: Protecting County Funding of Healthcare Services


Affected Affiliates: All

Impact on County Revenues/Finances: Substantial

Requested as NMAC Legislative Priority for 2018 30-Day Session: Yes or No (circle one)

The New Mexico Association of Counties supports the significant involvement of county policy makers in federal, state, and local healthcare, human services, and Medicaid planning, funding, and service delivery decision making, and opposes any measure that would further shift federal and state healthcare costs to county government.

- New Mexico counties currently pay 1/16th percent gross receipts tax (grt) to fund the New Mexico State Medicaid programs, and pay 1/12th percent grt to fund the State Safety Net Care Pool (SNCP) healthcare program.
- New Mexico counties bear the expense of continued funding for indigent health programs to support uninsured and underinsured populations, provide the single source of funding for health care for detention facility detainees, incur the cost of housing State Public Health Offices, and provide additional healthcare related services for other county residents who are part of the "working poor," and therefore not eligible for Medicaid services.
- New Mexico counties oppose any measure or mandate that would further shift federal and state healthcare costs to counties.

Signed 
Liza Gomez
Healthcare Policy Committee Chair

Date 7/19/17

NEW MEXICO ASSOCIATION OF COUNTIES
TAX POLICY COMMITTEE LEGISLATIVE ISSUE #1

Short Title or Subject: Protect County Revenue

Affected Affiliates: ALL

Impact on County Revenues/Finances: _____

Requested as NMAC Legislative Priority for 2018 30-Day Session: Yes No (circle one)


The New Mexico Association of Counties supports legislation on tax reform that protects county revenue and does not have a negative impact on county government. NMAC strongly believes that counties must be at the table for and fully participate in all tax reform efforts. NMAC strives to minimize tax policy that places counties and other local governments in conflict. NMAC opposes any efforts that reduce the state's hold harmless distribution to counties, or that reduces county GRT authority. NMAC reiterates the following positions:

- NMAC supports tax reform efforts that improve economic efficiency, economic development, ease of administration, and overall fairness of the state and local tax system. It is essential that NMAC fully participates in legislative and executive efforts to restructure and reform the state and local tax system.
- NMAC supports the following tax policy principles: simplicity, transparency, economic neutrality, adequacy and equity.
- NMAC supports a high quality property tax valuation system that is designed to maximize equity, fairness, and transparency among property tax owners, while minimizing administrative complexity and confusion.

Signed Katherine Miller
Katherine Miller
NMAC Tax Policy Committee Chair

Date 6/16/2017

NEW MEXICO ASSOCIATION OF COUNTIES
CLERKS AFFILIATE LEGISLATIVE ISSUE # 1

Short Title or Subject: **Local Election Act**
Affected Affiliates: County Clerks
Impact on County Revenues/Finances: None anticipated based on the bill.
Requested as NMAC Legislative Priority for 2018 30-Day Session: 

The Local Election Act seeks to align the election day for all local, non-partisan public bodies with ad valorem taxation authority. The target day for the Local Election is November of the odd-numbered year (one year away from the partisan General Election). The local elections would be administered by the County Clerk pursuant to the Election Code. This bill passed in 2017 (HB 174) and was pocket vetoed by the Governor.

- Previously endorsed by the Clerks Affiliate and the NMAC Board
- Will promote greater awareness in local issues by constituents

Isl Dave Kunko
Dave Kunko
Clerks Affiliate Chair

Date: June 21, 2017

NEW MEXICO ASSOCIATION OF COUNTIES

DWI AFFILIATE RESOLUTION # 1

Short Title or Subject: *Extend 2014 HB16 Liquor Tax distribution sunset*

Affected Affiliates: *DWI*

Impact on County Revenues/Finances: *Increase in LDWI Funding*

Legislative Resolution or Non-Legislative Resolution or Resolution for Congressional Delegation: (circle one)

Requested as NMAC Legislative Priority for 2017 Session: Yes or No (circle one)

WHEREAS, a distribution pursuant to Section 7-1-6.1 NMSA 1978 shall be made to the local DWI grant fund in an amount equal to forty-one and fifty hundredths percent of the net receipts exclusive of penalties and interest, attributable to the liquor excise tax; and

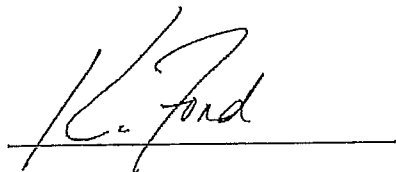
WHEREAS, in 2014 HB16 allowed for a distribution pursuant to Section 7-1-6.1 NMSA 1978 shall be made to the local DWI grant fund in an amount equal to forty-six percent of the net receipts exclusive of penalties and interest, attributable to the liquor excise tax and to sunset in fiscal year 2018; and

WHEREAS, the New Mexico DWI Coordinators rely on the annual distribution to the local DWI grant fund to provide services to DWI offenders to eradicate driving under the influence, provide behavior modification for DWI offenders and substance abusers, reduce the incidence of DWI, alcoholism, alcohol abuse and alcohol related domestic violence; and

WHEREAS, the New Mexico DWI Coordinators support legislation permanently setting the percentage of the distribution to forty-six percent of the net receipts of the State Liquor Excise Tax to the local DWI grant fund.

NOW THEREFORE BE IT RESOLVED that the New Mexico Association of Counties supports legislation that would permanently increase the distribution percentage to the local DWI grant fund.

Signed: _____



Kelly Ford, DWI Affiliate Chair

Date: 6/22/2017



Agenda Item
No. 2

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner James "Jim" Frost, District 1
Commissioner Julia DuCharme, District 2
Commissioner Javier E. Sanchez, District 3
County Manager
Belinda Garland
Deputy County Manager
Annette Ortiz

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**

This form must be returned to the County Manager's Office ONLY!

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

Name: MARCOS CHAVEZ SALES / DOCUMENT SOLUTIONS INC.
First Last Department / Company / Organization Name

Today's Date: 9-19-2017 Mailing Address: 4121 PROSPECT NE 87110
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 452-7583 Fax Number: 256-9634
Would you like this Agenda Faxed to you? Yes No

Email Address: MCHAVEZ@DSINM.COM

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: _____

Brief explanation of business to be discussed:

Document Solutions Inc. more commonly known as "DSI" started as one of the first authorized remanufacturing plants in New Mexico. Celebrating 20 years of business, this family-owned business has become one of the strongest, most well known office equipment and solutions providers in the region.

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

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

Has this been reviewed by the County Attorney? YES NO

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

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

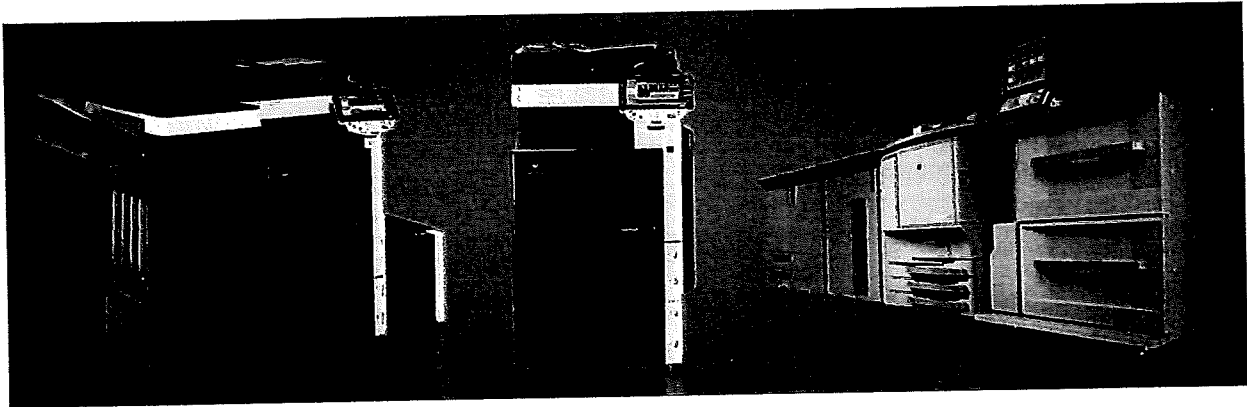
- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

Other: _____



Document Solutions, Inc.

"Total Office Equipment and Supplies Solutions"



Investment Plan

Torrance County Sheriff's Department

For: Stephanie Dunlap

Prepared by: Marcos Chavez

Date: 8/17/2017

Confidentiality and privacy notice: These Documents and any attached schedules; lists or exhibits contain information that is, or may be, considered confidential and proprietary in nature. Please be advised you are legally prohibited from copying, distributing, or otherwise disclosing this information in any manner



Document Solutions, Inc.

"Total Office Equipment and Supplies Solutions"

Stephanie Dunlap
Torrance County Sheriff's Department
PO Box 498
Estancia, NM 87016

Partnering with our customers through the sales process and beyond, along with a 100% Total Customer Satisfaction Guarantee, is what sets Document Solutions, Inc. apart from the competition as a small business, we understand the importance of close community ties in New Mexico. For the past 17 years, we have been creating relationships and partnerships with our customers that live long after the sale. We are a privately owned small business, dynamic enough to tailor our services to specific customer needs, yet robust enough to have been awarded the Sandia National Laboratories and State of New Mexico toner cartridge and printer contracts multiple times.

We view this opportunity to partner with Torrance County Sheriff's Department as an extension of what we already do, create fulfilling relationships with our customers, both large and small, and a chance to offer Torrance County Sheriff's Department a pricing strategy that will ensure high-quality brand name equipment is available, at a cost that supports responsible spending.

Our sales, service, and administration teams are strategically placed, with two locations in New Mexico to support customers statewide. Additionally, as manufacturers' preferred dealer, we have direct support from world-class brands in the industry. We are proud to carry Konica Minolta's full range of multifunction devices. Konica Minolta holds the market share of color devices today, due to their quality output, ease of use, and reliability. We are proud to offer for your consideration, appropriately selected equipment from Konica Minolta that will meet the needs of Torrance County Sheriff's Department, both today and in the years to come.

We appreciate the opportunity to respond to Torrance County Sheriff's Department, and welcome any questions.

Sincerely,

Marcos Chavez
Account Executive



Document Solutions, Inc.

"Total Office Equipment and Supplies Solutions"

Since 1997, Document Solutions, Inc. has been a total solutions dealer providing sales and service to New Mexico. The company was formed to become one of the first authorized remanufacturing plants in New Mexico. Since our inception we have grown to become what we know today as a total solutions provider. Based out of New Mexico, this family-owned business has become one of the strongest, well-known dealers in the area. Through the years, the company has supported multiple printer manufacturers. For the past 8 years, however, our focus has been toward document imaging systems that today include copiers/multifunction devices, fax machines and network printers.

DSI is a company that streamlines work processes through print management. We analyze the current template companies have in place regarding their physical output and we have developed proactive solutions that reduce cost, down time, and increase productivity for an area of business that is most often times over looked.

In an effort to achieve market growth and long-term stability, DSI has selected these primary office equipment manufacturers:



i n v e n t



KONICA MINOLTA

DSI also offers products and product lines from a wide variety of other manufacturers such as:

brother

OKI
PRINTING SOLUTIONS



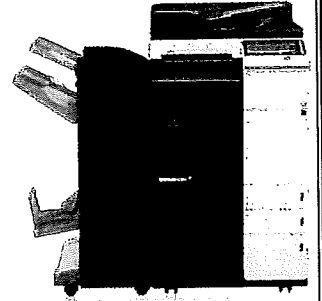
Canon

- Print Fleet Management
- Remote Monitoring & Diagnostics for Output devices
- Wide Format Printing
- E-Commerce order fulfillment
- Auto Supply Fulfillment
- Asset tracking
- Document Scanning & Storing
- Automated Reporting



KONICA MINOLTA

Investment Plan for: Torrance County Sheriff's Department



Qty	Model Number	Description
1	Bizhub C368	Bizhub C368 - 3636 PPM Color MFP 50-Sheet Stapling Finisher + Relay Unit Enhanced Copy Desk FK-514 Fax Kit Single Pass Dual Scan Document Feeder

Lease Option: \$218.37

Lease Term: 60

Black copies included: 5,000

All prints after, \$0.0085

Color copies included: 0

All prints after, \$0.0496

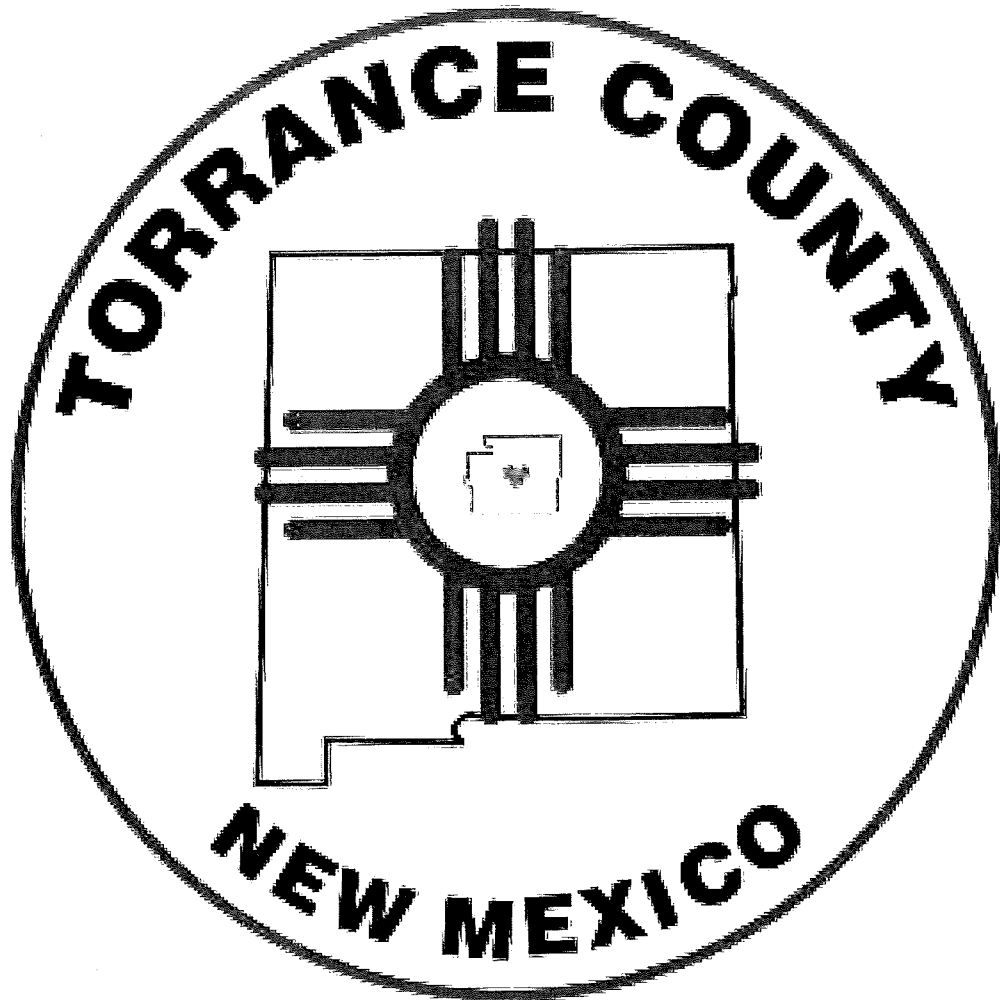
Current Lease agreement	Current Cost Per Copy B/W	Current Cost per Copy Color	Total LEASE PAYMENT
60MNTH	cpc @ .0085	cpc @ .0496	\$250.14
Proposed Lease Agreement	Proposed Cost Per Copy B/W	Proposed Cost per Copy Color	Total LEASE PAYMENT
60MNTH	cpc @ .0085	cpc @ .0496	\$218.37
			Cost Savings
			\$31.97

Included in Lease:

- Installation and Set-up
 - ✓ *Expert installation by an Konica Minolta Service Engineer*
 - ✓ *Monday - Friday, 8 AM - 5 PM, local hours*
 - ✓ *Complete assembly of all hardware components*
- Service support full Maintenance agreement
 - ✓ *4hour response time in metro area*
 - ✓ *Supplies, parts, labor included*

Not Included in Lease

- Paper
- Staples



Agenda Item
No. 3



Agenda Item
No. 4

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner James "Jim" Frost, District 1
Commissioner Julia DuCharme, District 2
Commissioner Javier E. Sanchez, District 3
County Manager
Belinda Garland
Deputy County Manager
Annette Ortiz

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

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

Name: MICHAEL GODEY Department / Company / Organization Name _____
First Last

Today's Date: 9-13-17 Mailing Address: 8604 HWY 55
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 384-5327 Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: m1fitrep@gmail.com

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: _____

Brief explanation of business to be discussed:
UPDATE ON MOUNTAINAIR LEARNING CENTER

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

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

Has this been reviewed by the County Attorney? YES NO

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

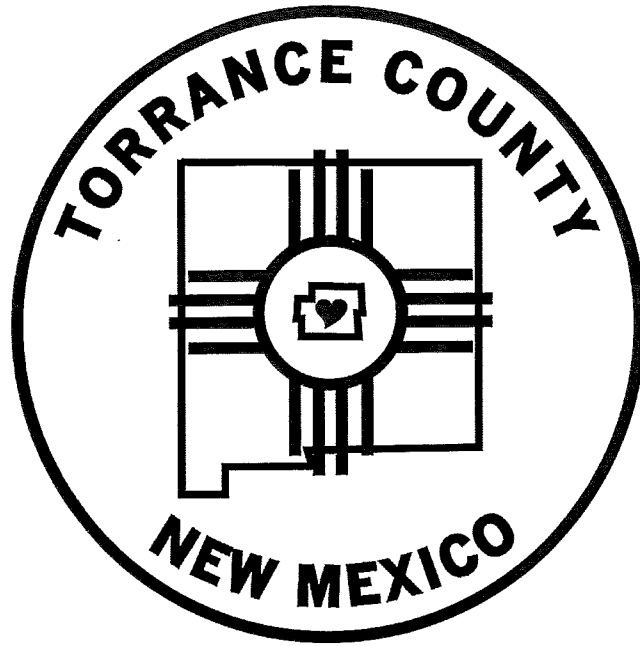
Has this been reviewed by the Finance Dept? YES NO Comptroller Initials: _____

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

Other: PRESANTATION



*Agenda Item
No. 5*



UPDATES

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



*Agenda Item
No. 6*

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner James "Jim" Frost, District 1
Commissioner Julia DuCharme, District 2
Commissioner Javier E. Sanchez, District 3
County Manager
Belinda Garland
Deputy County Manager
Annette Ortiz

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

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

Name: Linda Jaramillo County Clerk
First Last Department / Company / Organization Name

Today's Date: 9/19/17 Mailing Address: _____
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: _____ Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: _____

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: _____

Brief explanation of business to be discussed:
Review by Commission: Pétition To Permit The Locations Of Polling Place Outside Precinct
Boundaries and review of Order to Permit The Location Of Polling Place Outside Precinct
Boundaries

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

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

Has this been reviewed by the County Attorney? YES NO

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

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

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

Other: _____

**STATE OF NEW MEXICO
COUNTY OF TORRANCE
SEVENTH JUDICIAL DISTRICT**

**IN THE MATTER OF THE PETITION
OF THE BOARD OF TORRANCE COUNTY
COMMISSIONERS AND LINDA JARAMILLO
TORRANCE COUNTY CLERK TO PERMIT
THE LOCATION OF A POLLING PLACE
OUTSIDE THE PRECINCT BOUNDARIES**

**PETITION TO PERMIT THE LOCATION OF
POLLING PLACE OUTSIDE PRECINCT BOUNDARIES**

COME NOW the Board of County commissioners for Torrance County and Linda Jaramillo, Torrance County Clerk, by and through their attorney Dennis K. Wallin, County Attorney, petition the Court for approval to locate a polling place outside of the precinct boundaries pursuant to NMSA 1978, Section 1-3-7-D (1969, as amended through 2011) for the following reasons:

1. The polling place to be located outside of precinct boundary is identified in Exhibit "A" attached hereto.
2. The precinct identified in Exhibit "A" is not a mail ballot election precinct or a consolidated precinct.
3. The precinct identified in Exhibit "A" does not have a suitable place, public building or public school within the precinct boundary obtainable for use as a polling place
4. The designated out-of-precinct polling place designated as Exhibit "B" is convenient to the associated precinct, accessible to the disabled, and has adequate parking for polling activities.
5. Upon information and belief, voters will not be greatly inconvenienced by the proposed polling place location.
6. Such relief is authorized by NMSA 1978 Section 1-3-7-D, which provides that "no polling place shall be designated outside the boundary of the precinct as provided in this subsection until such designated polling place is approved by written order of the district court of the county in which the precinct is located."

WHEREFORE, the Board of County Commissioners and the County Clerk respectfully request the Court to enter an order approving the above-reverenced designated polling place.

Respectfully submitted,

Dennis K. Wallin
Torrance County Attorney
PO Box 696
Moriarty, New Mexico 87035

EXHIBIT "A"

Precinct 10-Mountainair High School Gym, 900 W. 3rd Street, Mountainair, New
Mexico 87036

EXHIBIT "B"

Precinct 9 -Dr. Saul Community Center, 111 N. Roosevelt, Mountainair, New Mexico
87036

**STATE OF NEW MEXICO
COUNTY OF TORRANCE
SEVENTH JUDICIAL DISTRICT**

**IN THE MATTER OF THE PETITION OF
THE BOARD OF TORRANCE COUNTY
COMMISSIONERS AND LINDA JARAMILLO
TORRANCE COUNTY CLERK, TO PERMIT
THE LOCATION OF POLLING PLACES
OUTSIDE PRECINCT BOUNDARIES**

**ORDER TO PERMIT THE LOCATION OF
POLLING PLACE OUTSIDE PRECINCT BOUNDARIES**

THIS MATTER having come before the Court on a Petition of the Board of Torrance County Commissioners and the Torrance County Clerk to permit location of a polling place outside of a precinct boundary pursuant to NMSA 1978, Section 1-3-7-D (1991), and the Court being otherwise fully advised in the premises **FINDS** that the polling place is to be located outside the precinct boundary because no suitable place, public building or public school building is obtainable in the precinct for use as a polling place.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the polling place for the precinct identified on Exhibit "B" to the Petition to Permit the Location of Polling Place Outside the Precinct Boundaries is approved.

Dated this ____ day of _____, 2017

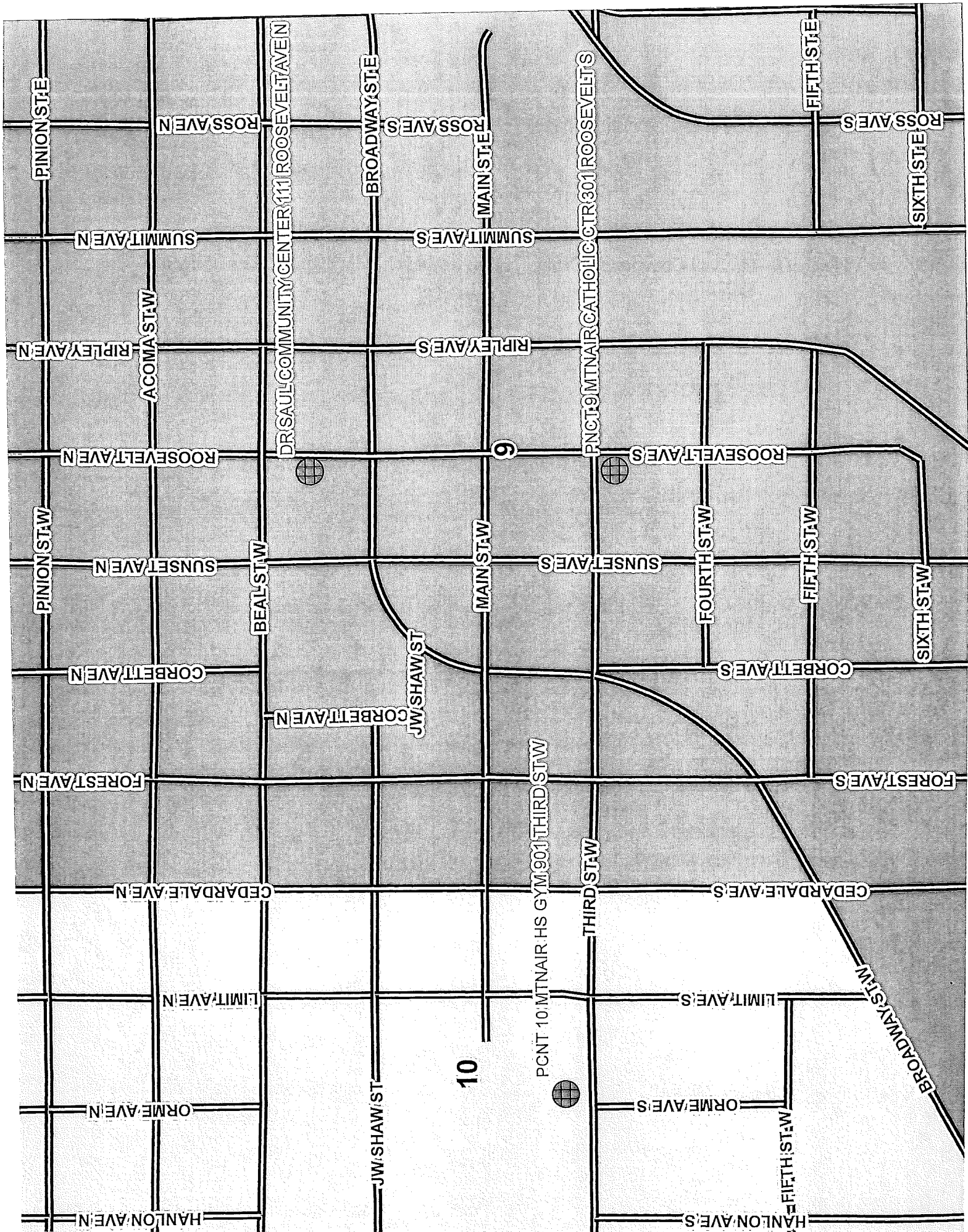
District Court Judge

Respectfully submitted,

Dennis K. Wallin
Torrance County Attorney
PO Box 696
Moriarty, New Mexico 87035

EXHIBIT "B"

Precinct 9 -Dr. Saul Community Center, 111 N. Roosevelt, Mountainair, New Mexico
87036



PRECINCTS AND POLLING PLACES

<u>PRECINCT 1</u>	<u>ESTANCIA HIGH SCHOOL GYM</u> 709 HOPEWELL, ESTANCIA, NEW MEXICO 87016
<u>PRECINCT 2</u>	<u>ESTANCIA SENIOR CENTER</u> 305 E. HIGHLAND, ESTANCIA, NEW MEXICO 87016
<u>PRECINCT 3</u>	<u>TORREON COMMUNITY CENTER</u> 18 TORREON HEIGHTS RD., TORREON, NEW MEXICO 87061
<u>PRECINCT 4</u>	<u>MANZANO CENTER</u> 04 COMMUNITY CENTER RD., MANZANO, NEW MEXICO 87036
<u>PRECINCT 5</u>	<u>MORIARTY-EDGEWOOD SCHOOLS ADMIN. BUILDING</u> (fka Mountainview Elementary School) 2422 US ROUTE 66, MORIARTY, NEW MEXICO 87035
<u>PRECINCT 6</u>	<u>MORIARTY CATHOLIC CENTER</u> 205 GIRARD AVE., MORIARTY, NEW MEXICO 87035
<u>PRECINCT 7</u>	<u>MCINTOSH SENIOR CENTER</u> 14 E. WILLOW LAKE RD., MCINTOSH, NEW MEXICO 87032
<u>PRECINCT 8</u>	<u>WILLARD COMMUNITY CENTER</u> 520 N. BECKER AVE., WILLARD, NEW MEXICO 87063
<u>PRECINCT 9</u>	<u>MOUNTAINAIR CATHOLIC CENTER</u> 301 S. ROOSEVELT, MOUNTAINAIR, NEW MEXICO 87036
<u>PRECINCT 10</u>	<u>MOUNTAINAIR HIGH SCHOOL GYM</u> 900 W. 3 rd STREET, MOUNTAINAIR, NEW MEXICO 87036
<u>PRECINCT 11</u>	<u>ENCINO COMMUNITY CENTER</u> 527 A NORTH MAIN ST., ENCINO, NEW MEXICO 88321
<u>PRECINCT 12</u>	<u>DURAN FIRE STATION</u> 19 VIDAL ST., DURAN, NEW MEXICO 88319
<u>PRECINCT 13</u>	<u>MORIARTY CIVIC CENTER</u> 202 S. BROADWAY AVE., MORIARTY, NEW MEXICO 87035
<u>PRECINCT 14</u>	<u>MCINTOSH SENIOR CENTER</u> 14 E. WILLOW LAKE RD., MCINTOSH, NEW MEXICO 87032
<u>PRECINCT 15</u>	<u>CALVARY CHAPEL</u> 2 W. SALINE PUMP RD., MCINTOSH, NEW MEXICO 87032
<u>PRECINCT 16</u>	<u>TAJIQUE COMMUNITY CENTER</u> 8636 HIGHWAY 55, TAJIQUE, NEW MEXICO 87016
<u>ABSENTEE/EARLY VOTING</u>	TORRANCE COUNTY ADMIN. OFFICE 205 9 th ST., ESTANCIA, NEW MEXICO 87016
<u>ALTERNATE EARLY VOTING</u>	MORIARTY CIVIC CENTER 202 S. BROADWAY AVE., MORIARTY, NEW MEXICO 87035

EXHIBIT "A"
PRECINCTS AND POLLING PLACES

- PRECINCT 1** **ESTANCIA HIGH SCHOOL GYM**
709 Hopewell, Estancia, New Mexico 87016
- PRECINCT 2** **ESTANCIA SENIOR CENTER**
305 E. Highland, Estancia, New Mexico 87016
- PRECINCT 3** **TORREON COMMUNITY CENTER**
18 Torreon Heights Rd., Torreon, New Mexico 87061
- PRECINCT 4** **MANZANO CENTER**
04 Community Center Rd., Manzano, New Mexico 87036
- PRECINCT 5** **MORIARTY-EDGEWOOD SCHOOLS ADMIN. BUILDING**
2422 US Route 66, Moriarty, New Mexico 87035
- PRECINCT 6** **MORIARTY CATHOLIC CENTER**
205 Girard Ave., Moriarty, New Mexico 87035
- PRECINCT 7** **MCINTOSH SENIOR CENTER**
14 E. Willow Lake Rd., McIntosh, New Mexico 87032
- PRECINCT 8** **WILLARD COMMUNITY CENTER**
520 N. Becker Ave., Willard, New Mexico 87063
- PRECINCT 9** **DR. SAUL COMMUNITY CENTER**
111 N. Roosevelt, Mountainair, New Mexico 87036
- PRECINCT 10** **DR. SAUL COMMUNITY CENTER**
111 N. Roosevelt, Mountainair, New Mexico 87036
- PRECINCT 11** **ENCINO COMMUNITY CENTER**
527 A North Main St., Encino, New Mexico 88321
- PRECINCT 12** **DURAN FIRE STATION**
19 Vidal St., Duran, New Mexico 88319
- PRECINCT 13** **MORIARTY CIVIC CENTER**
202 Broadway Ave., Moriarty, New Mexico 87035
- PRECINCT 14** **MCINTOSH SENIOR CENTER**
14 E. Willow Lake Rd., McIntosh, New Mexico 87032
- PRECINCT 15** **CALVARY CHAPEL**
2 W. Saline Pump Rd., McIntosh, New Mexico 87032
- PRECINCT 16** **TAJIQUE COMMUNITY CENTER**
8636 Highway 55, Tajiique, New Mexico 87016

ABSENTEE/EARLY VOTING
TORRANCE COUNTY ADMIN. OFFICE
205 9TH St., Estancia, N. M. 87016

ALTERNATE VOTING SITE
MORIARTY CIVIC CENTER
202 S. Broadway Ave., Moriarty, N.M. 87035



Agenda Item
No. 7

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner James "Jim" Frost, District 1
Commissioner Julia DuCharme, District 2
Commissioner LeRoy M. Candelaria, District 3
County Manager
Joy Ansley
Deputy County Manager
Annette Ortiz

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**

This form must be returned to the County Manager's Office ONLY!

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

Name: Dan DeCosta Pt2
First Last Department / Company / Organization Name

Today's Date: 9/20/17 Mailing Address: _____
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-544-4392 Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: DDeCosta@tcnm.us

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: 9/27/17

Brief explanation of business to be discussed:

Approve MOU between county & EKSWA for
illegal / Dumping clean up services & Dumpster
Rental

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

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

Has this been reviewed by the County Attorney? YES NO

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

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

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

Other: _____

Memorandum of Understanding

COPY

This Memorandum of Understanding ("MOU") is hereby entered into this 27th day of September, 2017, between the County of Torrance ("County"), a political subdivision, organized and existing under the laws of the State of New Mexico and the Estancia Valley Solid Waste Authority ("EVSWA"), a special district local government agency of the State of New Mexico.

PURPOSE

The purpose of this agreement, authorized pursuant to 13-1-98.1.A NMSA 1978, is to establish a contract for services to be performed by EVSWA for the County to accomplish the goals of an illegal dumping site(s) cleanup program.

TERMS

Beginning on September 27th 2017, this arrangement shall continue for the duration of the project, but in any event not later than June 30, 2018.

EVSWA will provide the County a summary report and billing statement for cleanup services performed through this project.

EVSWA will provide rolloff containers, equipment, and labor for cleanup at illegal dumping sites as defined by the County.

FEES FOR SERVICE

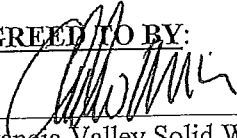
EVSWA will provide rolloff containers at illegal dump sites as defined by the County. Drop off and pickup of rolloff containers will be billed at a cost of \$360.00 per rolloff container (cost includes the drop off and the pickup, chipping and disposal will be billed at a rate of \$150.00 per ton for passenger cars and small truck tires and \$300 a ton for large truck tires). If requested, EVSWA will also provide property cleanups of illegally dumped material and tires to include mobilization of \$90 per site plus an hourly labor and equipment charge of \$105.

Roll-off containers will have a load limit of 10 tons each. EVSWA reserves the right to refuse to pick up any roll-off containers that their driver(s) believe in good faith to contain more than 10 tons based on their prior experience. It is understood that the County does not have the ability to verify the weight of roll-off containers and it is the intent of the parties that EVSWA bear any risks associated with loads in excess of 10 tons, subject to the right of refusal referenced in this paragraph.

TERMINATION

This arrangement can be cancelled at any time for any reason by either party.

AGREED TO BY:



Estancia Valley Solid Waste Authority

September 27th 2017
Date

County of Torrance

September 27th 2017 _____

Date



Agenda Item
No. 8

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner James "Jim" Frost, District 1
Commissioner Julia DuCharme, District 2
Commissioner LeRoy M. Candelaria, District 3
County Manager
Joy Ansley
Deputy County Manager
Annette Ortiz

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

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

Name: Dan DeCosta P+Z
First Last Department / Company / Organization Name

Today's Date: 9/20/17 Mailing Address: _____
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: _____ Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: ddecosta@TCNM.US

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: 9/27/17

Brief explanation of business to be discussed:
Approve MOU between County & FUSWA for fire
Amnesty services & fees

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

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

Has this been reviewed by the County Attorney? YES NO

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

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

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

Other: _____

CO COPY

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is hereby entered into this 27th day of September, 2017, between the County of Torrance ("County"), a political subdivision, organized and existing under the laws of the State of New Mexico, and the Estancia Valley Solid Waste Authority ("EVSWA"), a special district local government agency of the State of New Mexico.

PURPOSE

The purpose of this agreement, authorized pursuant to 13-1-98.1.A NMSA 1978, is to establish a contract for services to be performed by EVSWA for the County to accomplish the goals of a tire amnesty cleanup program.

TERMS

Beginning on September 27th, 2017, this arrangement shall continue for the duration of the project, but in any event not later than June 30, 2018.

EVSWA will provide the County a summary report and billing statement for services performed through this project.

All County residents will be allowed to bring up to 9 tires per load to EVSWA special sites at no charge.

FEES FOR SERVICE

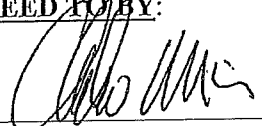
EVSWA will provide roll-off containers at EVSWA Collection Stations specifically for the purpose of customer drop-off of tires for a tire disposal amnesty program for Torrance County. Tires will be processed by chipping at the Estancia Valley Regional Landfill and disposed of as alternate daily cover at the landfill. The cost for the roll-off containers will be at \$360 per container; chipping and disposal will be billed at a rate of \$150.00 per ton for passenger cars and small truck tires.

Roll-off containers will have a load limit of 10 tons each. EVSWA reserves the right to refuse to pick up any roll-off containers that their driver(s) believe in good faith to contain more than 10 tons based on their prior experience. It is understood that the County does not have the ability to verify the weight of roll-off containers and it is the intent of the parties that EVSWA bear any risks associated with loads in excess of 10 tons, subject to the right of refusal referenced in this paragraph.

TERMINATION

This arrangement may be cancelled at any time for any reason by either party.

AGREED TO BY:



Estancia Valley Solid Waste Authority

September 27th 2017

Date

Torrance County

September 27th 2017



Agenda Item
No. 9

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner James "Jim" Frost, District 1
Commissioner Julia DuCharme, District 2
Commissioner Javier E. Sanchez, District 3
County Manager
Belinda Garland
Deputy County Manager
Annette Ortiz

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

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

Name: Martin Lucero Civil Defense Torrance County
First Last Department / Company / Organization Name

Today's Date: 9/12/17 Mailing Address: _____
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 544-4727 Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: mlucero@tcnm.us

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: _____

Brief explanation of business to be discussed:
Adopt NIMS for Torrance County Personnel.

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

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

Has this been reviewed by the County Attorney? YES NO

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

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

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

Other: _____

TORRANCE COUNTY, NEW MEXICO

RESOLUTION NO. 48

DIRECTING TORRANCE COUNTY EMPLOYEES TO OBTAIN REQUIRED NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) INCIDENT COMMAND SYSTEM (ICS) TRAINING

WHEREAS, the President in Homeland Security Directive (HSPD) 5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for Federal, State, and Local governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity;

WHEREAS, the collective input and guidance from all Federal, State, and local homeland security partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS;

WHEREAS, it is necessary and desirable that all Federal, State, and local emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management

WHEREAS, to facilitate the most efficient and effective incident management it is critical that Federal, State, and local organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated actions plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters;

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the county's ability to utilize federal funding to enhance local agency readiness, maintain first responder safety, and streamline incident management processes,

WHEREAS, Torrance County wishes to assure that employees that could be involved in managing incidents for the County have the training needed for their level of involvement, and to be compliant with Presidential Directive 5.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Torrance County, New Mexico; that in all instances where employees are required to obtain NIMS/ICS training by virtue of their assigned position, and in accordance with the Torrance County NIMS Matrix, will ensure completion of all such training within the time identified under standards set forth by the County, such program being administered by the Human Resources Department of Torrance County.

BOARD OF COUNTY COMMISSIONERS
OF TORRANCE COUNTY

Javier Sanchez, Commission Chairman

James Frost, Commissioner, District 2

ATTEST:

Linda Jaramillo, County Clerk

Julia Decharme, Commissioner, District 3

APPROVED AS TO FORM:

Dennis Wallin, County Attorney

Homeland Security Presidential Directive-5

February 28, 2003

SUBJECT: Management of Domestic Incidents

Purpose

1. To enhance the ability of the United States to manage domestic incidents by establishing a single, comprehensive national incident management system.

Definitions

2. In this directive:
 - a. the term "Secretary" means the Secretary of Homeland Security.
 - b. the term "Federal departments and agencies" means those executive departments enumerated in 5 U.S.C. 101, together with the Department of Homeland Security; independent establishments as defined by 5 U.S.C. 104(1); government corporations as defined by 5 U.S.C. 103(1); and the United States Postal Service.
 - c. the terms "State," "local," and the "United States" when it is used in a geographical sense, have the same meanings as used in the Homeland Security Act of 2002, Public Law 107-296.

Policy

3. To prevent, prepare for, respond to, and recover from terrorist attacks, major disasters, and other emergencies, the United States Government shall establish a single, comprehensive approach to domestic incident management. The objective of the United States Government is to ensure that all levels of government across the Nation have the capability to work efficiently and effectively together, using a national approach to domestic incident management. In these efforts, with regard to domestic incidents, the United States Government treats crisis management and consequence management as a single, integrated function, rather than as two separate functions.
4. The Secretary of Homeland Security is the principal Federal official for domestic incident management. Pursuant to the Homeland Security Act of 2002, the Secretary is responsible for coordinating Federal operations within the United States to prepare for, respond to, and recover from terrorist attacks, major disasters, and other emergencies. The Secretary shall coordinate the Federal Government's resources utilized in response to or recovery from terrorist attacks, major disasters, or other emergencies if and when any one of the following four conditions applies: (1) a Federal department or agency acting under its own authority has requested the assistance of the Secretary; (2) the resources of State and local authorities are overwhelmed and Federal assistance has been requested by the appropriate State and local authorities; (3) more than one Federal department or agency has become substantially involved in responding to the incident; or (4) the Secretary has been directed to assume responsibility for managing the domestic incident by the President.

5. Nothing in this directive alters, or impedes the ability to carry out, the authorities of Federal departments and agencies to perform their responsibilities under law. All Federal departments and agencies shall cooperate with the Secretary in the Secretary's domestic incident management role.
6. The Federal Government recognizes the roles and responsibilities of State and local authorities in domestic incident management. Initial responsibility for managing domestic incidents generally falls on State and local authorities. The Federal Government will assist State and local authorities when their resources are overwhelmed, or when Federal interests are involved. The Secretary will coordinate with State and local governments to ensure adequate planning, equipment, training, and exercise activities. The Secretary will also provide assistance to State and local governments to develop all-hazards plans and capabilities, including those of greatest importance to the security of the United States, and will ensure that State, local, and Federal plans are compatible.
7. The Federal Government recognizes the role that the private and nongovernmental sectors play in preventing, preparing for, responding to, and recovering from terrorist attacks, major disasters, and other emergencies. The Secretary will coordinate with the private and nongovernmental sectors to ensure adequate planning, equipment, training, and exercise activities and to promote partnerships to address incident management capabilities.
8. The Attorney General has lead responsibility for criminal investigations of terrorist acts or terrorist threats by individuals or groups inside the United States, or directed at United States citizens or institutions abroad, where such acts are within the Federal criminal jurisdiction of the United States, as well as for related intelligence collection activities within the United States, subject to the National Security Act of 1947 and other applicable law, Executive Order 12333, and Attorney General-approved procedures pursuant to that Executive Order. Generally acting through the Federal Bureau of Investigation, the Attorney General, in cooperation with other Federal departments and agencies engaged in activities to protect our national security, shall also coordinate the activities of the other members of the law enforcement community to detect, prevent, preempt, and disrupt terrorist attacks against the United States. Following a terrorist threat or an actual incident that falls within the criminal jurisdiction of the United States, the full capabilities of the United States shall be dedicated, consistent with United States law and with activities of other Federal departments and agencies to protect our national security, to assisting the Attorney General to identify the perpetrators and bring them to justice. The Attorney General and the Secretary shall establish appropriate relationships and mechanisms for cooperation and coordination between their two departments.
9. Nothing in this directive impairs or otherwise affects the authority of the Secretary of Defense over the Department of Defense, including the chain of command for military forces from the President as Commander in Chief, to the Secretary of Defense, to the commander of military forces, or military command and control procedures. The Secretary of Defense shall provide military support to civil authorities for domestic incidents as directed by the President or when consistent with military readiness and appropriate under the circumstances and the law. The Secretary of Defense shall retain

command of military forces providing civil support. The Secretary of Defense and the Secretary shall establish appropriate relationships and mechanisms for cooperation and coordination between their two departments.

10. The Secretary of State has the responsibility, consistent with other United States Government activities to protect our national security, to coordinate international activities related to the prevention, preparation, response, and recovery from a domestic incident, and for the protection of United States citizens and United States interests overseas. The Secretary of State and the Secretary shall establish appropriate relationships and mechanisms for cooperation and coordination between their two departments.
11. The Assistant to the President for Homeland Security and the Assistant to the President for National Security Affairs shall be responsible for interagency policy coordination on domestic and international incident management, respectively, as directed by the President. The Assistant to the President for Homeland Security and the Assistant to the President for National Security Affairs shall work together to ensure that the United States domestic and international incident management efforts are seamlessly united.
12. The Secretary shall ensure that, as appropriate, information related to domestic incidents is gathered and provided to the public, the private sector, State and local authorities, Federal departments and agencies, and, generally through the Assistant to the President for Homeland Security, to the President. The Secretary shall provide standardized, quantitative reports to the Assistant to the President for Homeland Security on the readiness and preparedness of the Nation -- at all levels of government -- to prevent, prepare for, respond to, and recover from domestic incidents.
13. Nothing in this directive shall be construed to grant to any Assistant to the President any authority to issue orders to Federal departments and agencies, their officers, or their employees.

Tasking

14. The heads of all Federal departments and agencies are directed to provide their full and prompt cooperation, resources, and support, as appropriate and consistent with their own responsibilities for protecting our national security, to the Secretary, the Attorney General, the Secretary of Defense, and the Secretary of State in the exercise of the individual leadership responsibilities and missions assigned in paragraphs (4), (8), (9), and (10), respectively, above.
15. The Secretary shall develop, submit for review to the Homeland Security Council, and administer a National Incident Management System (NIMS). This system will provide a consistent nationwide approach for Federal, State, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, and local capabilities, the NIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command

system; multi-agency coordination systems; unified command; training; identification and management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.

16. The Secretary shall develop, submit for review to the Homeland Security Council, and administer a National Response Plan (NRP). The Secretary shall consult with appropriate Assistants to the President (including the Assistant to the President for Economic Policy) and the Director of the Office of Science and Technology Policy, and other such Federal officials as may be appropriate, in developing and implementing the NRP. This plan shall integrate Federal Government domestic prevention, preparedness, response, and recovery plans into one all-discipline, all-hazards plan. The NRP shall be unclassified. If certain operational aspects require classification, they shall be included in classified annexes to the NRP.
 - a. The NRP, using the NIMS, shall, with regard to response to domestic incidents, provide the structure and mechanisms for national level policy and operational direction for Federal support to State and local incident managers and for exercising direct Federal authorities and responsibilities, as appropriate.
 - b. The NRP will include protocols for operating under different threats or threat levels; incorporation of existing Federal emergency and incident management plans (with appropriate modifications and revisions) as either integrated components of the NRP or as supporting operational plans; and additional operational plans or annexes, as appropriate, including public affairs and intergovernmental communications.
 - c. The NRP will include a consistent approach to reporting incidents, providing assessments, and making recommendations to the President, the Secretary, and the Homeland Security Council.
 - d. The NRP will include rigorous requirements for continuous improvements from testing, exercising, experience with incidents, and new information and technologies.

17. The Secretary shall:
 - a. By April 1, 2003, (1) develop and publish an initial version of the NRP, in consultation with other Federal departments and agencies; and (2) provide the Assistant to the President for Homeland Security with a plan for full development and implementation of the NRP.
 - b. By June 1, 2003, (1) in consultation with Federal departments and agencies and with State and local governments, develop a national system of standards, guidelines, and protocols to implement the NIMS; and (2) establish a mechanism for ensuring ongoing management and maintenance of the NIMS, including regular consultation with other Federal departments and agencies and with State and local governments.
 - c. By September 1, 2003, in consultation with Federal departments and agencies and the Assistant to the President for Homeland Security, review existing authorities

and regulations and prepare recommendations for the President on revisions necessary to implement fully the NRP.

18. The heads of Federal departments and agencies shall adopt the NIMS within their departments and agencies and shall provide support and assistance to the Secretary in the development and maintenance of the NIMS. All Federal departments and agencies will use the NIMS in their domestic incident management and emergency prevention, preparedness, response, recovery, and mitigation activities, as well as those actions taken in support of State or local entities. The heads of Federal departments and agencies shall participate in the NRP, shall assist and support the Secretary in the development and maintenance of the NRP, and shall participate in and use domestic incident reporting systems and protocols established by the Secretary.
19. The head of each Federal department and agency shall:
 - a. By June 1, 2003, make initial revisions to existing plans in accordance with the initial version of the NRP.
 - b. By August 1, 2003, submit a plan to adopt and implement the NIMS to the Secretary and the Assistant to the President for Homeland Security. The Assistant to the President for Homeland Security shall advise the President on whether such plans effectively implement the NIMS.
20. Beginning in Fiscal Year 2005, Federal departments and agencies shall make adoption of the NIMS a requirement, to the extent permitted by law, for providing Federal preparedness assistance through grants, contracts, or other activities. The Secretary shall develop standards and guidelines for determining whether a State or local entity has adopted the NIMS.

Technical and Conforming Amendments to National Security Presidential Directive-1 (NSPD-1)

21. NSPD-1 ("Organization of the National Security Council System") is amended by replacing the fifth sentence of the third paragraph on the first page with the following: "The Attorney General, the Secretary of Homeland Security, and the Director of the Office of Management and Budget shall be invited to attend meetings pertaining to their responsibilities."

Technical and Conforming Amendments to National Security Presidential Directive-8 (NSPD-8)

22. NSPD-8 ("National Director and Deputy National Security Advisor for Combating Terrorism") is amended by striking "and the Office of Homeland Security," on page 4, and inserting "the Department of Homeland Security, and the Homeland Security Council" in lieu thereof.

Technical and Conforming Amendments to Homeland Security Presidential Directive-2 (HSPD-2)

23. HSPD-2 ("Combating Terrorism Through Immigration Policies") is amended as follows:

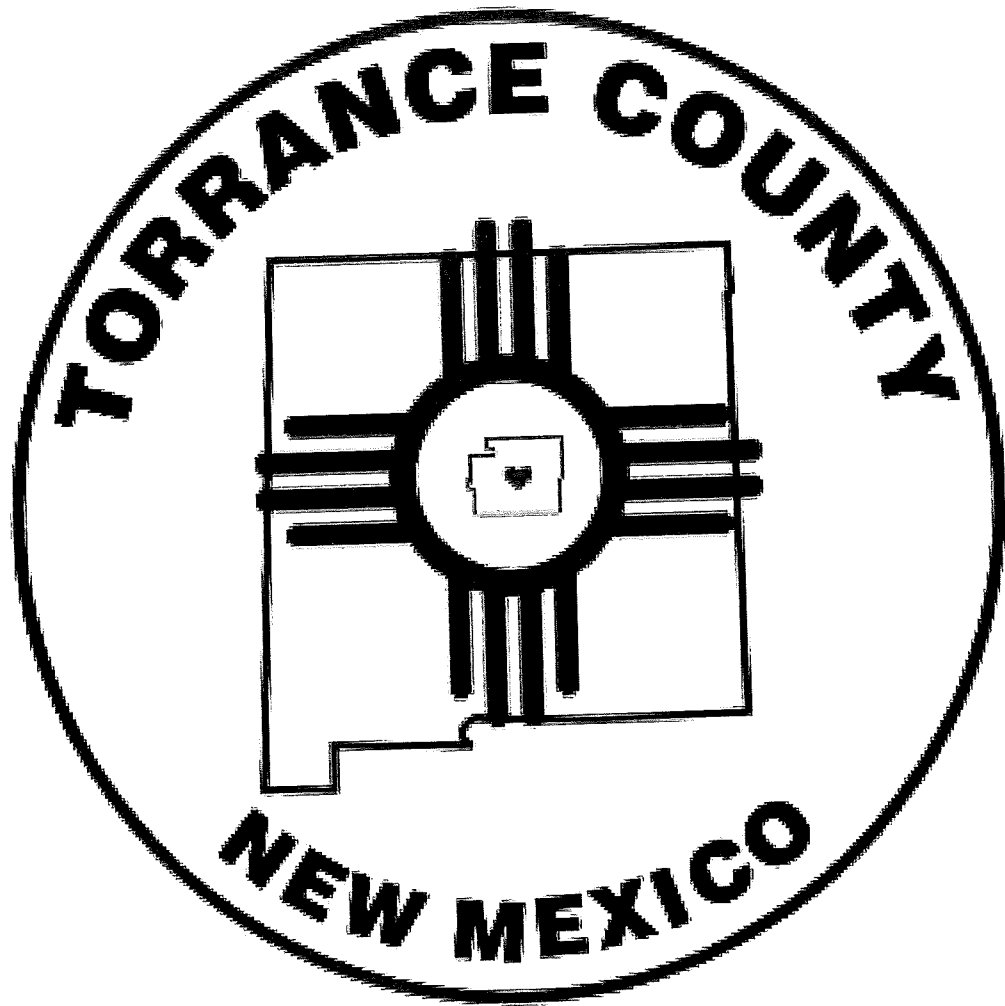
- a. striking "the Commissioner of the Immigration and Naturalization Service (INS)" in the second sentence of the second paragraph in section 1, and inserting "the Secretary of Homeland Security" in lieu thereof;
- b. striking "the INS," in the third paragraph in section 1, and inserting "the Department of Homeland Security" in lieu thereof;
- c. inserting ", the Secretary of Homeland Security," after "The Attorney General" in the fourth paragraph in section 1;
- d. inserting ", the Secretary of Homeland Security," after "the Attorney General" in the fifth paragraph in section 1;
- e. striking "the INS and the Customs Service" in the first sentence of the first paragraph of section 2, and inserting "the Department of Homeland Security" in lieu thereof;
- f. striking "Customs and INS" in the first sentence of the second paragraph of section 2, and inserting "the Department of Homeland Security" in lieu thereof;
- g. striking "the two agencies" in the second sentence of the second paragraph of section 2, and inserting "the Department of Homeland Security" in lieu thereof;
- h. striking "the Secretary of the Treasury" wherever it appears in section 2, and inserting "the Secretary of Homeland Security" in lieu thereof;
- i. inserting ", the Secretary of Homeland Security," after "The Secretary of State" wherever the latter appears in section 3;
- j. inserting ", the Department of Homeland Security," after "the Department of State," in the second sentence in the third paragraph in section 3;
- k. inserting "the Secretary of Homeland Security," after "the Secretary of State," in the first sentence of the fifth paragraph of section 3;
- l. striking "INS" in the first sentence of the sixth paragraph of section 3, and inserting "Department of Homeland Security" in lieu thereof;
- m. striking "the Treasury" wherever it appears in section 4 and inserting "Homeland Security" in lieu thereof;
- n. inserting ", the Secretary of Homeland Security," after "the Attorney General" in the first sentence in section 5; and
- o. inserting ", Homeland Security" after "State" in the first sentence of section 6.

Technical and Conforming Amendments to Homeland Security Presidential Directive-3 (HSPD-3)

24. The Homeland Security Act of 2002 assigned the responsibility for administering the Homeland Security Advisory System to the Secretary of Homeland Security. Accordingly, HSPD-3 of March 11, 2002 ("Homeland Security Advisory System") is amended as follows:

- a. replacing the third sentence of the second paragraph entitled "Homeland Security Advisory System" with "Except in exigent circumstances, the Secretary of Homeland Security shall seek the views of the Attorney General, and any other federal agency heads the Secretary deems appropriate, including other members of the Homeland Security Council, on the Threat Condition to be assigned."

- b. inserting "At the request of the Secretary of Homeland Security, the Department of Justice shall permit and facilitate the use of delivery systems administered or managed by the Department of Justice for the purposes of delivering threat information pursuant to the Homeland Security Advisory System." as a new paragraph after the fifth paragraph of the section entitled "Homeland Security Advisory System."
- c. inserting ", the Secretary of Homeland Security" after "The Director of Central Intelligence" in the first sentence of the seventh paragraph of the section entitled "Homeland Security Advisory System".
- d. striking "Attorney General" wherever it appears (except in the sentences referred to in subsections (a) and (c) above), and inserting "the Secretary of Homeland Security" in lieu thereof; and
- e. striking the section entitled "Comment and Review Periods."



*Agenda Item
No. 10*



TORRANCE COUNTY ROAD DEPARTMENT
P.O. BOX 48
10th & ALLEN STREET
ESTANCIA, NEW MEXICO 87016
Phone (505) 544-4666
Fax (505) 384-2550
E-Mail: tchavez@tcnm.us

LEONARD LUJAN
ROAD DEPARTMENT
SUPERINTENDENT
TRISHA LM CHAVEZ
ROAD DEPARTMENT
ADMINISTRATOR

September 12, 2017

Ms. Susan Godina
New Mexico Department of Transportation
District Five Office
P.O. Box 4127
Santa Fe, New Mexico 87507

Re: Extension Request
FY 2016/17 LGRFP Contract Agreement

Dear Ms. Susan Godina:

Please consider this letter a formal request for a six month extension for Project #CAP-5-17(472), Contract #D15388, Control #L500257, Due on or before December 31, 2017.

Scope of work for this project is Pavement Rehabilitation/Improvement and Blading & Shaping on various county roads within the control of Public Entity. The Pavement Rehabilitation roadways will be complete.

The extension is for improvements on various county roads requiring pit run and or base course material.

Due to the amount of rains in the last few months, causing wash outs, our county road department has been working vigorously to repair roadways for the safety, and the welfare of our county residents. The above contract agreement is experiencing delays in the hauling of material.

We at the County of Torrance hope you look favorably upon our request and we truly appreciate your consideration. Torrance County 2016/17 Cooperative Agreement/Extension.

Please, feel free to call our contact person Trisha LM Chavez the Road Department Administrator at (505) 544-4666 with any questions you may have regarding this matter.

Respectfully,

Belinda Garland
Torrance County Manager

RESOLUTION # _____

A RESOLUTION TO REQUEST A TIME EXTENSION ON THE 2016/17 LOCAL GOVERNMENT ROAD FUND PROGRAM FOR COOPERATIVE AGREEMENT

WHEREAS, the County of Torrance submitted a proposal to the New Mexico Department of Transportation for the County Arterial Cooperative Program (CAP) funds for the purpose of Pavement Rehabilitation/Improvements and Blading & Shaping on various county roadways and our funding has been approved by the New Mexico Department of Transportation Commission; and

WHEREAS, the original Cooperative Agreement specifies a project end date of December 31, 2017; and

WHEREAS, the Cooperative Agreement needs more time to be completed; and

THEREFORE, the County of Torrance, agrees to request that the New Mexico Department of Transportation extend the Cooperative Agreement end date to June 30, 2017, a time extension of six months;

ADOPTED, and approved this Twenty Seventh Day of September 27, 2017.

TORRANCE COUNTY COMMISSION

Javier E Sanchez, Chair

Julia DuCharme, Member

Jim Frost, Member

Attest:

Linda Jaramillo, Clerk of the Board



TORRANCE COUNTY ROAD DEPARTMENT
P.O. BOX 48
10th & ALLEN STREET
ESTANCIA, NEW MEXICO 87016
Phone (505) 544-4666
Fax (505) 384-2550
E-Mail: tchavez@tcnmuus

LEONARD LUJAN
ROAD DEPARTMENT
SUPERINTENDENT
TRISHA LM CHAVEZ
ROAD DEPARTMENT
ADMINISTRATOR

September 12, 2017

Ms. Susan Godina
New Mexico Department of Transportation
District Five Office
P.O. Box 4127
Santa Fe, New Mexico 87507

Re: Extension Request
FY 2016/17 LGRFP Contract Agreement

Dear Ms. Susan Godina:

Please consider this letter a formal request for a six month extension for Project #SB-7808(105)17, Contract #D15387, Control #L500251, Due on or before December 31, 2017.

Scope of work for this project is Pavement Rehabilitation/Improvement and Blading & Shaping on various county roads within the control of Public Entity. The Pavement Rehabilitation roadways will be complete.

The extension is for improvements on various county roads requiring pit run and or base course material.

Due to the amount of rains in the last few months, causing wash outs, our county road department has been working vigorously to repair roadways for the safety, and the welfare of our county residents. The above contract agreement is experiencing delays in the hauling of material.

We at the County of Torrance hope you look favorably upon our request and we truly appreciate your consideration. Torrance County 2016/17 Cooperative Agreement/Extension.

Please, feel free to call our contact person Trisha LM Chavez the Road Department Administrator at (505) 544-4666 with any questions you may have regarding this matter.

Respectfully,

Belinda Garland
Torrance County Manager

RESOLUTION # _____

A RESOLUTION TO REQUEST A TIME EXTENSION ON THE 2016/17 LOCAL GOVERNMENT ROAD FUND PROGRAM FOR COOPERATIVE AGREEMENT

WHEREAS, the County of Torrance submitted a proposal to the New Mexico Department of Transportation for the School Bus Program (SB) funds for the purpose of Pavement Rehabilitation/Improvements and Blading & Shaping on various county roadways and our funding has been approved by the New Mexico Department of Transportation Commission; and

WHEREAS, the original Cooperative Agreement specifies a project end date of December 31, 2017; and

WHEREAS, the Cooperative Agreement needs more time to be completed; and

THEREFORE, the County of Torrance, agrees to request that the New Mexico Department of Transportation extend the Cooperative Agreement end date to June 30, 2017, a time extension of six months;

ADOPTED, and approved this Twenty Seventh Day of September 27, 2017.

TORRANCE COUNTY COMMISSION

Javier E Sanchez, Chair

Julia DuCharme, Member

Jim Frost, Member

Attest:

Linda Jaramillo, Clerk of the Board



*Agenda Item
No. 11*



Document B104™ – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the 21st day of September in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Torrance County
PO Box 48
205 9th Street
Estancia, NM 87016
Telephone Number: 505-544-4700

and the Architect:
(Name, legal status, address and other information)

NCA Architects, LLC, Limited Liability Company
1306 Rio Grande NW
Albuquerque, New Mexico 87104
Telephone Number: (505)255-6400
Fax Number: (505)268-6954

for the following Project:
(Name, location and detailed description)

A17.14 Torrance County Admin. Public Counter Upgrades

The Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

This project includes the replacement of public counters in the Torrance County Administration Building in the Clerk's Office, Treasurer's Office, Assessor's Office, Zoning/Planning Office and the County Manager's Reception Area. The initial construction estimate is approximately \$56,000.00.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is

not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services four (4) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

Int.

§ 4.2.3 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

(Paragraph deleted)

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

(Paragraph deleted)

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

(Paragraphs deleted)

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

(Paragraphs deleted)

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of

Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.1.4 To the maximum extent permitted by law, the CLIENT agrees to limit the CONSULTANT's liability for CLIENT damages to the sum of \$14,460.00 or the CONSULTANT's fee whichever is greater. This limitation shall apply regardless of the cause of action or legal theory asserted.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope:

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

Int:

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

\$14,460.00 plus NMGR

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To be determined.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be determined.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Eighty	percent (80	%)
Construction Documents Phase	Twenty	percent (20	%)
Construction Phase				
Total Basic Compensation		one hundred	percent (100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraph deleted)

- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ³⁰ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

init.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.


§ 13.2 This Agreement incorporates the following documents listed below:
(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)



(Signature)

Robert Calvani, President

(Printed name and title)

(Printed name and title)



*Agenda Item
No. 12*



**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

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

Name: Julia DuCharme Commission
First Last Department / Company / Organization Name

Today's Date: September 20, 2017 Mailing Address: P.O. Box 48, Estancia, NM 87016
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: (505) 920-0817 Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: juliaducharme@tcnm.us

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: _____

Brief explanation of business to be discussed:
Request for Proposals for Legal Services for Torrance County

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

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

Has this been reviewed by the County Attorney? YES NO

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

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

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

Other: _____



*Agenda Item
No. 13*

PO Box 48
 205 9th Street
 Estancia, NM 87016
 (505) 544-4700 Main Line (505) 384-5294 Fax
 www.torrancecountynm.org



County Commission
 Commissioner James "Jim" Frost, District 1
 Commissioner Julia DuCharme, District 2
 Commissioner Javier E. Sanchez, District 3
 County Manager
 Belinda Garland
 Deputy County Manager
 Annette Ortiz

Office of County Manager

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

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

Name: Felipe Lovato _____
First Last Department / Company / Organization Name

Today's Date: 9-14-17 Mailing Address: HC 66 Box 565 MJAIR
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-847-2944 Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: _____

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: _____

Brief explanation of business to be discussed:
PARTIAL closure of MARTY RD

Is this a Resolution, Contract, Agreement, Grant Application, Other? no

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

Has this been reviewed by the County Attorney? YES NO

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

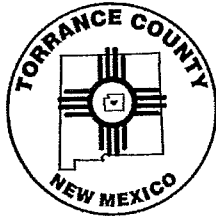
Has this been reviewed by the Finance Dept? YES NO Comptroller Initials: _____

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

Other: _____



*Agenda Item
No. 14*



*PO Box 48 ~ 205 Ninth Street
Estancia, NM 87016
(505) 544-4700 (505) 384-5294 Fax
www.torrancecountynm.org*

Proposed revision of Ordinance 94-12, Solid Waste Ordinance Section 13.E and Resolution 2016-18-A.

Section 13.E reads:

“Any responsible party owning or possessing a vacant residence may be entitled to a reduction of the solid waste management fee, according to administrative guidelines established and adopted through resolution by the County Commission. Any property owner falsely certifying that a residence is vacant is in violation of this ordinance, and is subject to penalties set forth in Section 16.A.”

Proposed revision: Remove fee reduction for vacant residence and revise the ordinance with the discounts described in Resolution 2016-18-A.

“Any responsible party owning or possessing a parcel developed for human habitation may be entitled to a reduction of the solid waste management fee, according to administrative guidelines established and adopted through resolution by the County Commission for the following reasons verified at the point of application with appropriate documentation:

1. Senior discount for persons over age 65 who qualify for public assistance with a valid form of identification showing their date of birth, a copy of their most recent income statement, and proof of ownership of the subject property. [Res.2016-18-A]
2. Low income discount for persons who qualify for public assistance according to the standard of need as set forth in Sections 27-2-3 and 27-2-4 NMSA 1978 with a copy of their most recent income statement and proof of ownership of the subject property. [Res. 2016-18-A]
3. Private hauler discount for persons contracting with a private hauler franchised to collect and transport solid waste within the county with proof of contract with the private hauler submitted biannually. [Res. 2016-18-A]



*PO Box 48 ~ 205 Ninth Street
Estancia, NM 87016
(505) 544-4700 (505) 384-5294 Fax
www.torrancecountynm.org*

Alternate Proposed revision of Ordinance 94-12, Solid Waste Ordinance Section 13.E and Resolution 2016-18-A.

Section 13.E reads:

“Any responsible party owning or possessing a vacant residence may be entitled to a reduction of the solid waste management fee, according to administrative guidelines established and adopted through resolution by the County Commission. Any property owner falsely certifying that a residence is vacant is in violation of this ordinance, and is subject to penalties set forth in Section 16.A.”

Proposed revision: List all discounts described in Resolution 2016-18-A define “Vacant” in the definitions section.

“Any responsible party owning or possessing a parcel developed for human habitation may be entitled to a reduction of the solid waste management fee, according to administrative guidelines established and adopted through resolution by the County Commission for the following reasons verified at the point of application with appropriate documentation:

1. Senior discount for any responsible party over age 65 who qualify for public assistance with a valid form of identification showing their date of birth, a copy of their most recent income statement, and proof of ownership of the subject property. [Res.2016-18-A]
2. Low income discount for any responsible party who qualify for public assistance according to the standard of need as set forth in Sections 27-2-3 and 27-2-4 NMSA 1978 with a copy of their most recent income statement and proof of ownership of the subject property. [Res. 2016-18-A]
3. Private hauler discount for any responsible party contracting with a private hauler franchised to collect and transport solid waste within the county with proof of contract with the private hauler submitted biannually. [Res. 2016-18-A]
4. Vacant residence discount for any responsible party owning or possessing a vacant residence with submittal of an affidavit and Code Enforcement verification that the residence is indeed vacant. The affidavit and verification shall be submitted to the Solid Waste Authority biannually. [Res.2016-18-A]



*Agenda Item
No. 15*

BUILDING ENTRY AGREEMENT

This Building Entry Agreement ("Agreement") is made and entered into as of the "Effective Date" (as defined below) by and between **County of Torrance** ("Building Owner") and Qwest Corporation, a Colorado corporation, d/b/a CenturyLink QC ("Licensee").

BACKGROUND:

Building Owner owns that certain real property having an address of **103 East Pinon Street, Mountainair, New Mexico 87036; 105 East Pinon Street, Mountainair, New Mexico 87036** ("Property"), and owns the building located on the Property ("Building"). Building Owner is willing to grant a license to Licensee pursuant to the terms and conditions of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Building Owner and Licensee agree as follows:

1. **License.** Building Owner grants Licensee a license ("License") so that Licensee can provide communications services to its customers, including tenants and occupants of the Building. This grant of License permits Licensee, its employees, agents, contractors and affiliates: (a) to enter into, access and use all parts of the Building, up to and including the roof and any of Building Owner's conduit, which is deemed necessary by Licensee for Licensee to construct, install, operate, maintain, upgrade, monitor and remove any cables and miscellaneous equipment (collectively, "Equipment") at any time or from time to time in order to provide such communications services; and (b) to construct, install, operate, maintain, upgrade, monitor and remove Equipment at any time and from time to time over, upon, under, through and along the Property (and in any of Building Owner's conduit that may be located on the Property), including entrance facilities from the public right of way to the Building, as is deemed necessary by Licensee so that Licensee can provide such communication services, as well as the right of reasonable ingress and egress over and across the Property to access such Equipment. Nothing contained in this Section will be construed as: (i) granting to Licensee any property or ownership rights in the Property or Building Owner's other real or personal property, except as may be provided for in this Agreement; (ii) granting to Building Owner any right, title or interest in and to the Equipment; or (iii) creating a partnership or joint venture between Building Owner and Licensee. Licensee will have exclusive use of any conduit it installs on the Property.
2. **Construction.** Prior to the commencement of any work in or near the Building (including periodic installation of the Equipment), Licensee will, at its expense, prepare and deliver to Building Owner plans describing all proposed work. Licensee will: (a) perform all work in a safe manner consistent with prudent construction standards; (b) perform all work in such a way as to minimize unreasonable interference with the operation of the Building; and (c) obtain prior to the commencement of any work all federal, state and municipal permits, licenses and approvals required in connection with such construction and work.
3. **Equipment.** All risk associated with the Equipment will be borne by Licensee. Building Owner will not interfere with Licensee's use, operation or maintenance of the Equipment. Building Owner will not be liable for damage to, theft of, misappropriation of, or loss of, the Equipment regardless of the cause, except if the cause is due to the negligence, unlawful activity or willful misconduct of Building Owner, its employees or agents. Within 90 days of the expiration or termination of this Agreement, Licensee will, either (i) at its expense, remove some or all Equipment and its personal property from the Building and the Property, and repair all damage caused by such removal, reasonable wear and tear excepted, or (ii) abandon some or all of the Equipment in place, unavailable for use.
4. **Termination; Term.** This Agreement will terminate upon the earliest to occur of: (a) the date which is 30 days following Building Owner's notice to Licensee that Licensee is in default under this Agreement (unless Licensee has cured such default within such 30 day period); (b) the 30th day following written notice to Building Owner by Licensee of its intent to terminate this Agreement; (c) the date of a

casualty to all or any portion of the Building if the result of such casualty is, in Licensee's reasonable judgment, to render the continued services by Licensee under this Agreement impractical; or (d) the date of condemnation or taking of all or any portion of the Building or the Property if the result of such condemnation or taking is, in Licensee's reasonable judgment, to render the continued services by Licensee under this Agreement impractical. Except as otherwise provided in the preceding sentence, this Agreement will have an initial term of ten years ("Initial Term"), commencing on the Effective Date, and thereafter will automatically renew for four additional periods of five years each. At any time after the expiration of the Initial Term, if Licensee is not using the Equipment to provide services to any customer on an anniversary of the Effective Date, Building Owner may terminate this Agreement upon at least 60 days' prior written notice to Licensee. If, during this sixty day notice period, Licensee enters into an agreement with a customer to provide services, Building Owner's notice of termination will be ineffective. The time period in which this Agreement is in effect will be referred to in this Agreement as the "Term." The License cannot be revoked during the Term except as provided in this Section.

5. **Notice.** Whenever any notice or other communication (collectively, "Notice") is required or permitted under this Agreement, Notice must be in writing and sent by certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight courier service to the following addresses:

If Notice to Building Owner: County of Torrance
PO Box 48
Estancia, NM 87016

If Notice to Licensee: CenturyLink
100 CenturyLink Drive
Monroe, LA 71203
Attention: Construction Services

Notice will be deemed effective on the date shown on the return receipt if given by certified mail or the confirmation of delivery form if Notice is given by overnight courier service. Rejection, refusal to accept or the inability to deliver because of a changed address of which no Notice was given will be deemed to be receipt of Notice as of the date of rejection, refusal or inability to deliver. Either party may change its above address by giving Notice of such address change in the manner for giving Notice prescribed in this Section.

6. **Indemnification and Waiver.** Licensee will indemnify, defend and hold Building Owner harmless from and against any and all loss, cost, liability, claim, damage and expense of whatever kind, including reasonable attorneys' fees and court costs (collectively, "Damages") to the extent such Damages arise from Licensee's breach of this Agreement or Licensee's negligence or intentional misconduct. Building Owner will indemnify, defend and hold Licensee harmless from and against any and all Damages to the extent such Damages arise directly or indirectly from Building Owner's breach of this Agreement or Building Owner's negligence or intentional misconduct. Notwithstanding anything else contained in this Agreement, the parties waive any right to seek against each other any consequential damages, special damages and punitive damages. The provisions of this Section will survive termination of this Agreement.

7. **Insurance.** Without limiting the liabilities or indemnification obligations of Licensee, Licensee will, at all times during the Term, carry and maintain at its expense the following insurance from insurers with minimum Best's ratings of "A-VII" authorized to do business in the state where the Building is located: (a) Workers' Compensation insurance in accordance with the law of the state where any work under this Agreement is being performed including Employer's Liability insurance with limits not less than \$1,000,000 each accident; (b) Commercial General Liability Insurance with an occurrence limit of not less

than One Million Dollars (\$1,000,000) and an aggregate limit of not less than Two Million Dollars (\$2,000,000) covering personal injury, bodily injury, death, property damage, products/completed operations and contractual liability; (c) Commercial Automobile Liability with limits not less than \$1,000,000 combined single limit per occurrence covering bodily injury and property damage for all owned, non-owned and hired vehicles used in connection with the performance of this Agreement; and (d) "All Risk" property insurance covering its Equipment and other personal property in sufficient amounts to cover any loss of such Equipment and personal property. At all times during the Term, Building Owner will carry and maintain at its expense "All Risk" property insurance covering the Building and its equipment in amounts not less than their full replacement cost, as well as commercial general liability insurance covering claims for bodily injury, death, personal injury and property damage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Building Owner, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds on the policies described in subsections (b) and (c) above. The coverage described in subsection (b) will be primary and not contributory to insurance which may be maintained by Building Owner, subject to the indemnification provisions of this Agreement. Prior to Licensee commencing any work under this Agreement, Licensee will make available to Building Owner evidence of the insurance required herein. Evidence of Licensee's insurance is available at www.centurylink.com/moi.

8. Miscellaneous. (a) Either party may assign this Agreement without the consent of the other party; (b) Building Owner acknowledges that the consideration received by it in connection with the grant License is the enhanced value of the Building to current or potential tenants or occupants attributable to the installation of the Equipment, and therefore, at no time will Building Owner charge Licensee any monetary fee or assessment of any kind in connection with the License and this Agreement; (c) Building Owner acknowledges that Licensee may retain third parties to exercise its rights under this Agreement, and Licensee will cause the removal from the Building or the Property of any such third party to which Building Owner reasonably objects and for which Building Owner gives notice of objection; (d) Licensee will not, at any time, record or attempt to record in the public records this Agreement or any memorandum of this Agreement; and (e) This Agreement represents the full understanding of the parties with respect to its subject matter and cannot be modified or amended except in a writing signed by all of the parties.

9. Counterparts, Facsimile and Electronic Mail Signatures. This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Agreement may be transmitted by facsimile or electronic mail, and signatures so transmitted will be deemed the equivalent of delivery of an original signature.

[THIS SPACE INTENTIONALLY LEFT BLANK]

10. **Effective Date.** This Agreement is effective on the date it is last signed by all parties (“Effective Date”).

“Licensee”

Qwest Corporation, a Colorado corporation,
d/b/a CenturyLink QC

DocuSigned by:
By: Greg Hunt
4E986658E4834CC... (signature)

Name: Greg Hunt
(print name)

Title: ROW Agent
(print title)

Date: 9/20/2017

“Building Owner”

County of Torrance

By: Belinda Garland
(signature)

Name: Belinda Garland
(print name)

Title: Torrance County Manager
(print title)

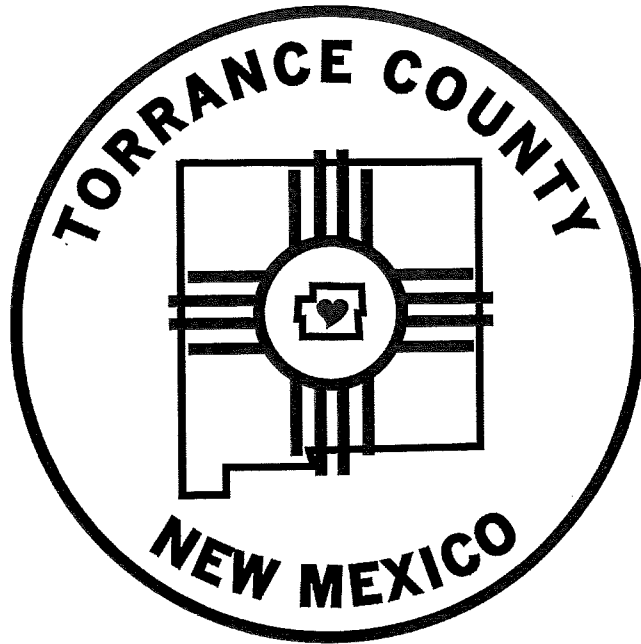
Date: September 7, 2017



*Agenda Item
No. 16*



*Agenda Item
No. 17*



COUNTY MANAGER UPDATE