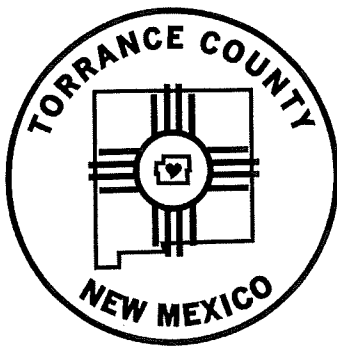


**T**ORRANCE **C**OUNTY  
COMMISSION MEETING  
JULY 11<sup>TH</sup>, 2018  
9:00 A.M.

FOR PUBLIC VIEW, DO NOT REMOVE



# Torrance County Commission

**Regular Meeting to be Held at:**  
*Administrative Offices of Torrance County*  
*Commission Chambers*  
*205 South 9<sup>th</sup> Street*  
*Estancia, NM 87016*

## AGENDA

July 11<sup>th</sup>, 2018  
9:00 A.M.

**Please Silence All Electronic Devices**

Call Meeting to Order  
Pledge of Allegiance  
Invocation

- Approval of Minutes: June 27<sup>th</sup>, 2018 Regular Meeting
- Approval of Meeting Agenda
- Approval of Consent Agenda:
  - 1. *Approval of Checks*

### Public 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.

### ACTION ITEMS\*:

#### **ITEMS TO BE CONSIDERED AND ACTED UPON**

Public Comment, each item: At the Discretion of the Commission Chair. Comments are limited to two (2) minutes per person.

### \*Public Hearing:

1. The Torrance County Commission will hold a Public Hearing to consider the application for renewal of a Special Waste permit to allow Special Waste Disposal, Inc. to continue operations at their landfill facility located within the NE4 of the NW4 of the NE4 of Section 19, & the W2 of the NW4 & the NE4 of the NW4 of Section 20 T.2N., R.8E., NMPM being 91 Liberty Valley road.
  - a) Special Waste Permit Renewal

### \*Commission Matters:

2. Memorandum of Understanding between Torrance County and the City of Moriarty for Use of Semi for CDL Training
3. Manzano Land Grant Zoning Option Presentation – Jason Quintana, Manzano Land Grant President
4. Transportation Committee
5. Torrance County Canvassing Board Certificates of Nomination – Linda Jaramillo, Clerk
6. Consideration and Possible Approval for Torrance County Commissioners and County Manager to Attend the White House Conference

### \*Public Relations:

7. Around the County Presentation
8. Updates: a. Various County Departments b. Commission c. County Manager d. Other Boards or Land Grants (upon request) e. Forest Service

### \* Department Requests/Reports:

9. Request Approval of Contracts for Juvenile Justice Board Services – Jenea Ortiz, Juvenile Justice Board
  - a. Professional Services Agreement between Torrance County and Sid Ware, for the Estancia Valley Youth & Family Council, FY19 Back on T-RAC / RAC Service Coordinator
  - b. Professional Services Agreement between Torrance County and Jenea Ortiz, for the Estancia Valley Youth & Family Council, FY19 Continuum Coordinator
10. Resolution 2018-34 Budget Increase – Amanda Tenorio, Finance Director
11. Resolution 2018-35 Cash Transfers & Line Item Transfers Between Funds – Amanda Tenorio, Finance Director
12. Request Approval to Submit RPHCA Application-Renewal – Lizabeth Fullerton, Presbyterian Medical Services

### \*County Manager Requests/Reports:

13. Request Approval of Solid Waste Billing Positions and Pay Scales

### Public Requests:

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

### EXECUTIVE SESSION:

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

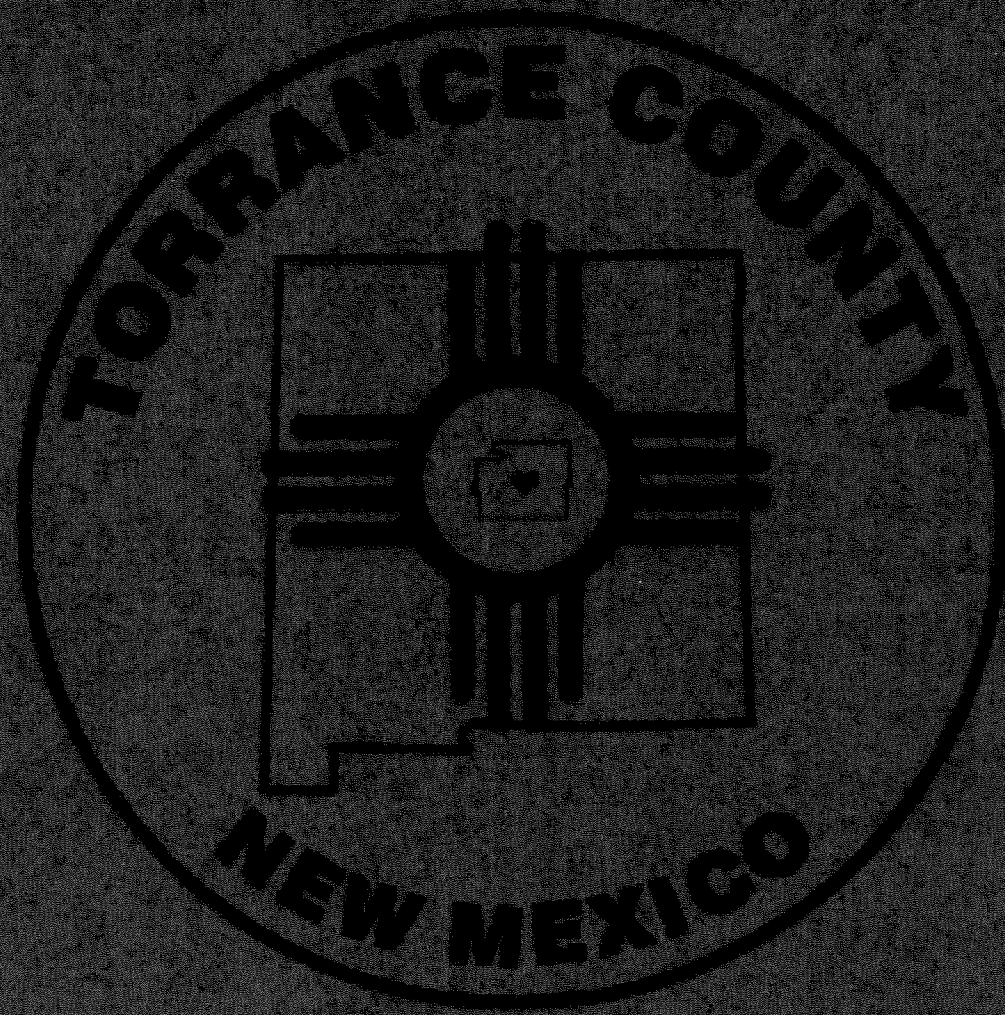
- a) Limited personnel matters pursuant to NMSA 10-15-1 H (2) related to the Manager's Office

### \*Reconvene from Executive Session:

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

- a) Consider and Act upon, if appropriate, Limited Personnel Matters related to the Manager's Office

### \*Adjourn



*Minutes*

DRAFT COPY  
Torrance County Board of Commissioners  
Regular Commission Meeting  
June 27th 2018  
9:00 AM

**Commissioners Present:** JULIA DUCHARME – CHAIR  
JAVIER SANCHEZ – MEMBER  
JAMES FROST – MEMBER

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

**Call Meeting to order**

Madam Chair DuCharme: Calls the June 27th 2018 Regular Commission Meeting to order at 9:05 AM  
Pledge lead by Jon Grant  
Invocation lead by Linda Smith

**Approval of Minutes:**

Commissioner Frost: Moves to approve the June 13th, 2018 Regular Meeting Minutes.  
Commissioner Sanchez: Seconds the motion  
All in favor: MOTION CARRIED

**Approval of Meeting Agenda**

Commissioner Frost: Moves to approve meeting agenda  
Commissioner Sanchez: Seconds the motion  
All in favor: MOTION CARRIED

**Approval of Consent Agenda:**

1. *Approval of Checks*  
Commissioner Sanchez: Moves to approve consent agenda  
Commissioner Frost: Seconds the motion  
All in favor: MOTION CARRIED

**\*ACTION ITEMS**  
ITEMS TO BE CONSIDERED AND ACTED UPON

**Public Requests**

Linda Smith – Bethel Community Storehouse Director: Presents Annual Budget Report for 2017. Bethel served almost 22 thousand people. Bethel is celebrating its 31<sup>st</sup> birthday July 7<sup>th</sup> 10 am-5pm all are invited to attend.

**\*Commission Matters:**

**1. Presentation of the FY17 Torrance County Audit**

Farley Vener – Hinkle & Landers: Report has been submitted to the state auditor's office and released. There were 8 findings for 2016, 3 were resolved and 5 were repeated. 5 new finding for 2017. Findings are Financial close material adjustments, compensated absent-vacation accrual tracking, information technologies, personal policies, late audit report, bank reconciliation, capital assets, certification of assets annual inventory, tracking of NMFA activity and the reconciling of the PERA payments.

Resolved findings are: pay roll changes, capital assets and depreciation and tracking of fuel costs. The 2018 audit is underway to get the audit done in a timely manner and ways to resolve findings. The goals are to improve the financial close, have more controls in place to make sure capital assets are accurate before the auditor looks at them.

**2. FY18/19 USDA APHIS Wildlife Contract, Request For Additional Funding – Justin Hendricks, Torrance County Wildlife Specialist**

Jon Grant – USDA District Supervisor: In 2017 approximately 5000 head of livestock were protected, valued at 1.6 million dollars in Torrance County, preventing \$57,000 worth of livestock losses. Rodent and skunk management services are provided and surveillance for wildlife diseases such as tularemia and plague. Requesting an additional \$1,000 to the budget with a total of \$32,500.

Belinda Garland – County Manager: This is very beneficial to the farmers and ranchers in the community and in full support of this program.

Justin Hendricks – Wildlife Services Specialist: In November-December calving season starts, this is calf protection from November to April-May. A lot of mitigation to make sure there are no problems. Coyote is the main predator on the cattle ranches and bobcat are the sheep predators.

Commissioner Frost: Moves to approve additional Funding.

Commissioner Sanchez: Seconds the motion

All in favor: MOTION CARRIED

**3. Transportation Committee**

Commissioner Sanchez: Asking to create a committee to show the need for funding from the DOT for improvements to Hwy 41 and 542 as well as other roads. The county can be the facilitator and ask for buy in from all the municipalities, land grants and DOT. The goal of the Committee would be to bring funding from the state level to the county toward getting Hwy 542 and 41 improvements. Both highways are critical byways, a lot of product gets shipped out, it needs to be widened. Have a meeting with this specific goal in mind, a pilot program over the course of 6 months to a year. I don't believe we have tried to lobby in this fashion before in the past.

Danielle Johnson – resident: The first thing that needs to be done is apply for all state and federal flow through dollars, so you can show evidence that we have received or denied funding. Then the legislators will be willing to look at the below the line money that they have.

Commissioner Sanchez: Motions to create an interim transportation committee and task the Commissioner for the 3<sup>rd</sup> district with organizing participants, with the intention of creating a committee at the last meeting in July.

Madam Chair DuCharme: Seconds the motion

All in favor: MOTION CARRIED

#### 4. Discuss Business of Law Firm Contracted with Torrance County

##### a. Act on Contract, if necessary

Madam Chair DuCharme: Mr. Wallin you were instructed to give legal opinion on the Right-To-Work Ordinance, will it be part of this discussion?

Dennis Wallin - County Attorney: I didn't put this on the Agenda. I don't know.

Madam Chair DuCharme: I put it on the agenda. I'm asking Ms. Garland, who put this agenda together.

Dennis Wallin - County Attorney: I can answer the Right-To-Work, I don't have my opinion finalized yet. I'm working on it. I have had other matters come up that were much more pressing.

Madam Chair DuCharme: When will it be ready?

Dennis Wallin - County Attorney: I would like to give you a date, I'm working on it the best I can. I have lots of other issues here in the county that have superseded this issue as well as my other professional and family issues. I'm doing the best I can on it. I'll get to it hopefully by the next meeting but I'm not going to sit here and say for absolute certain that it will be done. I'm traveling the rest of this week, part of next week. Fitting it in the best I can Madam Chair.

Belinda Garland – County Manager: When we discussed putting this on the agenda, Madam Chair, nothing was mentioned about Right-To-Work.

Madam Chair DuCharme: It is true, it was mentioned at the last Commission meeting in May.

Belinda Garland – County Manager: I was given directive to request the legal option from Mr. Wallin. There was not a deadline given.

Madam Chair DuCharme: Yes, it was given.

Belinda Garland – County Manager: We can go back and check the minutes but I don't believe there was.

Dennis Wallin - County Attorney: I did tell you I would try and have them done by this meeting, I don't think there was a deadline.

Madam Chair DuCharme: Ms. Linda Jaramillo could you please check the minutes and see what kind of instruction Mr. Wallin received for the last meeting in May.

Dennis Wallin - County Attorney: I would bring to your attention, you are acting outside of the agenda.

Madam Chair DuCharme: Mr. Wallin, it was brought to my attention that, your law firm is a part of another law firm. Could you please explain that? Tell us if it has any implication on your contract with the county?

Dennis Wallin - County Attorney: The answer to that question is no. I am now a partner in the Spence law firm New Mexico which is out of the State of Wyoming. It is a trial practice I have worked with for 30 years on various matters. We formed a New Mexico law firm. I also have the Wallin Law firm llc that I do work outside of the Spence law firm. The contract with the county is under the Wallin law firm llc, which is the successor and interest to Wallin, Huss & Mendez.

Madam Chair DuCharme: I asked Ms. Garland to put this on the agenda because this is the year we have to go for bid for legal services for the county. I would like the Commissioners to discuss this matter. If we would like to continue to have a contractor providing legal services or have an attorney as an employee.

Commissioner Frost: We historically have had bids on the law services, I would think that would continue.

Commissioner Sanchez: What is the cost of having an attorney as an employee vs. contracting?

Madam Chair DuCharme: I don't have this information right now and would like to instruct our County Manager to made this analysis and present to the county.

Dennis Wallin - County Attorney: I think that is very wise, over the years I have suggested that you do that. This has become nearly a full time job and a half. It may very well be having an in house employee attorney is the appropriate way for the county to proceed. I think having the analysis done would be a very good idea.

Belinda Garland – County Manager: You will need to tell me what you want in the analysis.

Madam Chair DuCharme: We need to analyze the spending we have for legal services, how many years should we analysis, 5-10 years?

Belinda Garland – County Manager: I would think 5 years.

Dennis Wallin - County Attorney: I would think that 5 would be appropriate because, in the last 4 years, since most of this commission has been in place, I think the legal fees have gone up significantly. Largely due to a lot of conflict presented by the commission.

Madam Chair DuCharme: Mr. Wallin do you have a conflict of interest to comment on this.

Dennis Wallin - County Attorney: I wouldn't think so, since we are talking about legal services.

Madam Chair DuCharme: Commissioners how many years would you like to analysis?

Commissioner Sanchez: 5

Madam Chair DuCharme: Ms. Garland do you know if any municipalities have attorneys as employees.

Belinda Garland – County Manager: I don't believe any municipalities in the county have full time attorneys, they all have contracts with attorneys like we do.

Madam Chair DuCharme: Can you please reach to the counties that do have Attorneys as employees? Provide us with that information, if it is more beneficial to do it that way.

Cindy Sullivan – Animal Services Director: Consider the fact I deal with the attorneys office a lot, weekend, nights, morning, evenings and when he is on vacation. In having an attorney in house, does that mean the county is going to be able to pay for his secretaries, other employees, other assisting attorneys, we are in court with multiple cases every week. It's not only Mr. Wallin it's his associates and legal staff.

Belinda Garland – County Manager: If we have an attorney on staff he/she will need a legal assistant.

Madam Chair DuCharme: Ms. Garland consult with the NM Association of Counties, maybe they can make a presentation to the Commission.

Belinda Garland – County Manager: When I met with the municipalities, it was mentioned if Torrance County considered hiring a full time attorney, they might be willing to cost share that expense. They would represent not only the county but the municipalities paying into the salary.

Dennis Wallin - County Attorney: I think they decided not to do that.

Madam Chair DuCharme: Ms. Garland please include the numbers we are already paying for insurance to NM Association of Counties for multi line pool, workers compensation?

Belinda Garland – County Manager: How does that affect our legal fees?

Madam Chair DuCharme: They provide legal assistance and we are paying for it.

Dennis Wallin - County Attorney: They only provide defense for litigation cases.

Madam Chair DuCharme: Mr. Wallin you are providing that defense for the county too, is that correct?

Dennis Wallin - County Attorney: No, in tort, worker comp claims, they reported to our insurance carrier through AOC and they provide defense council. One time my law firm represented multiple counties, in litigation cases. We don't do that any longer. We represent the county in court on planning and zoning matters, animal control matters, things that are outside the perimeters of the insurance coverage.

Belinda Garland – County Manager: If we are paying through the multi-line for legal support on those types of settlement cases, we are not paying Mr. Wallin. We pay one or the other.

Madam Chair DuCharme: Ms. Garland last fiscal year we budgeted \$125,000 for legal fees?

Belinda Garland – County Manager: Couldn't tell you off the top of my head.

Amanda Tenorio – Finance: \$125,000 last year and \$150, 000 this year.

Madam Chair DuCharme: I hear Mr. Wallin is very busy. I see a conflict, we are have an attorney to prevent litigation and when Mr. Wallin is involved in litigation, it is a conflict, it should be separate. Someone should try to prevent that litigation, advise us. Someone separate should do that litigation. Someone doesn't create a job for him/her self.

Belinda Garland – County Manager: Are you proposing we pay 2 different legal?

Madam Chair DuCharme: No, I want us to keep in mind, the purpose we need a lawyer, to prevent litigation. I want to see if we are preventing the litigation as much as we can

Belinda Garland – County Manager: I know a lot of litigation from TORT Claims. Mr. Wallin has not been advising anyone on anything. The Deputies are out performing their duties and someone files a TORT Claim against them they are not contacting Mr. Wallin to get advise while trying to get someone in custody.

Madam Chair DuCharme: Maybe by having an attorney as an employee, maybe that attorney will have more time to talk to those deputies, to analysis what kind of situations those deputies can be or provide some training or send to training. Ms. Garland what instruction on this matter do you have?

Belinda Garland – County Manager: My notes state: you want analysis, spending on legal services for past 5 years, fees paid to the multi-line pool for legal settlements cases through NMAC, salaries-proposed for the attorney, legal assistants, etc. office space, contact Grant, McKinley counties and NMAC with attorneys on staff to get comments that it's beneficial vs. having them on contract, workload, contracts, labor law, TROT claims, wind farm. Anything else you can think of?

Madam Chair DuCharme: Thank you Ms. Garland. Mr. Wallin has said several time he is very busy. He was instructed to give the legal option today. He didn't produce it. I would like an attorney who would have his/her undivided attention.

Belinda Garland - County Manager: I noticed Ms. Jaramillo brought you the minutes. What did they say?

Madam Chair DuCharme: Commissioner Frost moves to have the county manger have legal review ordnance. Commissioner Sanchez Seconds the motion. All in favor, motion carried. I looked at the video, it's so long we couldn't pinpoint that moment. I remember that Mr. Wallin was instructed, this meeting was specifically mentioned.

Dennis Wallin - County Attorney: I invite you to look at that video, because thats not true. I would never tell somebody, knowing my schedule that I would meet a certain deadline. I meet deadlines for the court all the time. I think what I told you was I could do it in 2 weeks but do my best to have it done by this meeting. Unfortunately, Madam Chair you have made a statement that is untrue. I get to respond to it, it has become chronic with you. I can never, because of the nature of my practice, promise anybody a legal opinion on a certain date. I would not do that.

Madam Chair DuCharme: Mr. Wallin I ask the Commission if we have to have a deadline.

Dennis Wallin - County Attorney: Look at the Video.

Madam Chair DuCharme: Yes I will do that. I remember what I said. Commissioner Sanchez asked if it would be reasonable in 4 weeks. Do you remember that?

Dennis Wallin - County Attorney: I think that's true, unfortunately my schedule doesn't work that way.

Madam Chair DuCharme: That's what I'm talking about you are too busy with other things.

Marcie Wallin - Citizen: It's the department heads responsibilities to inform their employees of proper procedures, it's not the county attorneys job to educate everyone as to what they are supposed to do and not do. As a nurse that has worked in a couple of major hospitals in Albuquerque, never once has the hospital attorney come to any of our facilities and told us which procedures to follow, never informed us of the standards of care. I think it's ridiculous you suggest that's one of the jobs of the county attorney, instead of the department heads.

Mr. Yessen - Attorney: The Modrall law firm is having a workshop tomorrow, we have invited commissioner, county/city attorney, mayors etc. We have done a lot of the research. The initial memorandum that was the basis of our launching this initiative was done by one of the largest law firms in the county. There has been hundreds of thousands of dollars' worth of reach done, to at least knock out federal issues and to a lesser extent Modrall has already done 20-30 thousand dollars' worth of research on the state issue. I can save the county, Mr. Wallin, Mr. Wallin's family some time and effort by providing that research tomorrow at the workshop for any of the Commissioners, anyone from Mr. Wallin's office or county Manager. It's an open invitation.



Belinda Garland - County Manager: Mr. Wallin always answers the phone any time of day, after hours, on his vacation, early mornings and weekends. Anytime I need legal advice he always responds to me, always. I think we should thank him for that.

Madam Chair DuCharme: Ms. Garland will you do this analysis with an open unbiased mind?

Madam Chair DuCharme: Mr. Wallin will you find it helpful to attend that workshop?

Dennis Wallin - County Attorney: No, I'm scheduled to be out of town. I have their research, read some of their court pleadings and read some of their pleading from the other side. There are two sides to this story. I believe this comes down to whether or not the county has authority to do it. That is where my research is going to be. I don't think from my stand point to give you my objective, county opinion that I'm going to go to one side or the other and rely on what they tell me. My job is to give you my objective, legal opinion that's in the best interest of Torrance County.

Commissioner Frost: I was reading our agenda and did not see where our attorney Dennis Wallin is on trial. Dennis has been our attorney for around 15 years and his record speaks for itself, he has done many thing to help us in many ways. One thing we haven't talked about is the rest of the story. When the Willard wind farm started, there was a new process, the IRBs. Mr. Wallin studies all that and how to work with the wind farm company. I'm not sure what we get from the IRBs but it's quite a lot. The El Cabo project came along, same thing has to happen there. We get \$670,000 a year, plus the Willard wind farm, that approaches a million dollars. The El Cabo project will soon be growing and the new wind projects sponsored by Pattern Energy, it is said to be amongst the largest wind farm in the Unites States, and is going to have income. It all came because our attorney did the IRB's, which the Commission had to approve and in turn we have been paid back many times in dollars. The time has come to probably decide on how to do future legal services. In about 6 months we will have a new Commission, I don't want to be the one that picks a new legal service for the new Commission. Thank You Dennis for a job well done.

Madam Chair DuCharme: Commissioner Frost did the county pay for those services?

Dennis Wallin - County Attorney: No, the energy companies paid for those services, the county didn't pay one penny for my time on the bonds.

Madam Chair DuCharme: You were compensated for those services?

Dennis Wallin - County Attorney: Yes, I work for compensation.

Madam Chair DuCharme: I want to point out, I was not talking about Mr. Dennis Wallin as a person, I was talking about Mr. Wallin as a County Attorney. A lot of public money is spent on that position and I think people need to know how and why.

\*Steve Guetschow, Betty Cabber, Janet Douglas, Linda Jaramillo spoke showing support for County attorney Dennis Wallin, for all his hard work and always answering there calls and questions.

## **5. Resolution 2018-31 Creating a Census 2020 Complete Count Committee**

Annette Ortiz - Deputy County Manager: The committee will consist of 7 members from local government, businesses, religious groups, education, community organizations, media and minority groups coming together getting the word out of the importance of the 2020 Census. In 2010 Census there was federal dollars available for getting the word out, funding is not available for 2020 Census. When you do 2019 budget you can possibly put money towards the committee and the complete count committee will have already been established. This resolution will put together the complete count committee. The commission is charged with putting the committee together with letters of interest. Committee needs to be in place by December.

Commissioner Frost: Moves to approve Resolution 2018-31 creating a Census 2020 Complete Count Committee

Madam Chair DuCharme: Seconds the motion

All in favor: MOTION CARRIED

Commissioner Sanchez: Standard way of advertising, online and newspaper.

Annette Ortiz - Deputy County Manager: This is a point of contention, will you require them to be here for an interview.

Madam Chair DuCharme: I can't support someone I do not know, it is strongly recommended to be here.

**\*Public Relations:**

**6. Around the County: Roads, Emergency Management, Elections**

Annette Ortiz - Deputy County Manager: PowerPoint picture presentation of the county road upgrades (Howl Rd, Marshall Rd., Meadow View rd.), Emergency Management wildfire preparedness clinic and delivery of the voting machines was shown to all that were in attendance. Linda Jaramillo, County Clerk states she enjoys going with the techs to deliver the machines because it's the last check before the election and loves visiting with the people throughout the county.

**7. Updates:**

**a. Various County Departments**

Betty Cabber- County Assessor: The NM Association of Counties have changed their branding to NM Counties 33 strong. An announcement will be made concerning the PILT fund Friday June 29<sup>th</sup> 9am in Socorro, NM. Senator Smith, David Abby and Representative George Dodge gave a workshop on the state of the State. The interim committees are meeting in Santa Fe. Some committees are the Economic & Rural Development Committee, Revenue stabilization and tax policy committee, gross recipes tax, compensation tax and personal income tax, revenue tracking and fiscal update. All information can be found at NMLegis.gov, go to committees. County Manger states she received an email from Senator Udall office stating, Torrance County will receive \$425,806 for 2018 from the PILT fund.

Cindy Sullivan - Animal Services Director: From January 2018–May 31, 2018, 223 animals came through with 131 live exits, 21 stray euthanasia, 65 owner turnover. For elderly or injured/sick animals owner turnover euthanasia if available for \$25 fee. 95% of the animals that are euthanized are extremely animal/people aggressive or very ill or injured. Drawings for the foyer are being updated, once updated and reviewed they will go out for bid. Animal control has a full time position available for animal control officer.

Linda Jaramillo - County Clerk: Tomorrow June 28<sup>th</sup> from 9am to 5pm is candidate file day for Independent, write-ins and minor parties. If you are going to be filing, you have to have been registered for that party by the proclamation on January 29<sup>th</sup>. Independents (139 signatures) and minor parties (46 signatures) need petitions, write-ins do not. Commission District 1, 15 signature for minor and 44 signatures for Independent. Commission District 2, 13 minor 39 for Independent. County Assessor and County Sheriff, 46 minor 139 for Independent. No filing fee. There will be a recount tomorrow June 28, 2018 at 8am, for District 5, precinct 10, 9 absentee 7 in person and 75 on Election Day. A representative from District Court will be here to ensure ballots are secure and accounted. Count will be done for Republicans Candidates Ben L. Hall and Chris P. Mathis. This open to the public.

Steve Guetschow - Planning and Zoning: Reminder on July 11 at the regular Commission Meeting a public hearing for the special waste disposal will be here for renewal of their permit. Public notice has been posted. The Oil and Gas Advisory Committee through MRCOG met on June 14<sup>th</sup>, there was not sufficient documentation so item is tabled for now.

Jessie Lucero - Chairman of TC Veterans Advocacy Counsel: Ken Dettelbach runs an organization called Roofs and Repairs for Veterans. He is asking for disabled and regular veteran information for the New Mexico Military Museum formally Bataan March Memorial. It opened Memorial weekend, its open Tuesday thru Saturdays 10am-4pm. They have recording studio for veterans to share their story, it will be part of the record for the museum. Any donations of military memorabilia will be accepted.

Annette Ortiz - Deputy County Manager: This Friday from 6:15 to 9:15 will be free swimming at the Estancia Aquatic center for youth ages 13-19. Next Friday is free family swim night.

Leonard Lujan - Road Department: State projects are complete, will start a new state projects when we receive funding in July. Tomorrow we will be using the reclaimer on a ½ mile of King Farm Ranch Rd (A106). There is funding available with rails to trails (bypass between Estancia and Moriarty) deadline is July 9<sup>th</sup>, we need to get the town to put their own request for an r tipper to push everything forward.

Madam Chair DuCharme thanks the road department for all their hard work.

#### **b. Commission**

Commissioner DuCharme allows Mr. Yessen to use her time. The Supreme Court decision will not have an impact legally on your consideration private sector Right-To-Work legislation, this only effect public employees. The court considers when the state is the employer, it was a 1<sup>st</sup> amendment violation to force someone to pay dues to the union. It only applies to state worker because it is state action. It will apply to unionized employees, immediately. Should have no effect on the County, since no employee is unionized.

#### **c. County Manager**

County Manger attended many meetings including: attending the Lincoln County Commission meeting regarding the Sun Zia Southwest Transmission Project, no action was taken by the Lincoln County Commission. Met with Superior Ambulance Services, a new contract draft has been sent to Mr. Wilson to review. Met with Andy Miller from EVSWA to go over operational cost figures for the Torrance County Waste Contract. The construction on the new counters should be happening in the next couple of weeks. Working with Dennis Wallin on legal matters, Grant Contracts for FY19, Finance department staff to have FY18 fiscal year end closeout. Notice was read from EVSWA dated June 28, 2018 To Torrance County Commission reference negotiations of revised contract for Solid Waste Services between Torrance County and EVSWA. Dear Commissioners, This message is to confirm that the EVSWA board of directors recently decided to proceed with negotiations between EVSWA Manger Andy Miller and Torrance County Manger Belinda Garland, without the immediate involvement of EVSWA BOD or Torrance County Commissioners. Significant progress was reported during the meeting between the two managers held on June 12, 2018. We would like this progress to continue until a mutually agreed on draft modification to the current contract can be reached. We feel that the Commission and the EVSWA Board of Directors will have ample opportunity to weigh in on any recommended changes to the draft prior to mutual approval. Respectfully Arthur DuCharme EVSWA Board of Directors Chairman.

#### **\* Department Requests/Reports:**

##### **8. Assessor's Office Annual report per NM Statute 7-36-16 (E) – Betty Cabber, County Assessor**

Tax year 2018 \$5,561,615.00 residential values and \$1,467,707.00 for non-residential values. 3 NM State Certified Appraisers, 1 will be completing certification this summer, new employee in the appraisal department and will start certification process next year. 256 valid residential reported sales that will go in 2018 tax base, 83 permits to add improvements. It has slowed but very stable. With the state assessed accounts (railroads, cell towers, electric companies, and communication companies) they take care of because they are considered statewide customers not just county customers. There values went up over a million dollars from 2017. Torrance County values went up about 2 million dollars over 2017. Because of the low sales and permits, we did not increase any residential properties, vacant land and commercial properties for 2018. We has over 200 protests this year even though we didn't raise any values. We have settled about 100 of them. Formal protests are at the end of August. Reappraisal program is going well Encino, Duran, Cedarville, Willard, Mountainair and Estancia are all completed. We are starting Moriarty and be completed by the end of the year for the 2019 tax

base. There are still many subdivisions in the county El Rancho Grande, Sweet Water Hills, places that haven't been looked at in a while. We are working on special method of value for grazing rates and irrigation rates with an increased over 7 million dollars full vales since 2016. Many properties are getting the Ag/grazing rate, they are not in state compliance to be eligible for the grazing rate. We will be converting them to vacant land rates. The customers are notified with at least 2 letters, we don't want the people to miss out on the opportunity to keep their grazing rates if they fall under the 40 acre minimum, fenced, water with livestock. Cattlegrowers Foundation has a new program called Raising Ranchers to help anyone get into the ranching business.

**9. True Connect Agreement – Kristin Oliver, Human Resources Director**

90% of the county employees are interested in having this available per emailed survey. The interest is lower than a payday loan, will 14% interest because money is deducted from each check. There is nothing illegal this is all voluntary. Guadalupe Credit Union in Albuquerque will process the loans. Training will be available to the employees to let them know they have other options when the program is introduced. This is for emergencies, they can get the money the next day. They also provide financial credit counseling. Depending on how much money an employee makes will depend on how much money they get.

Madam Chair DuCharme: This is an excellent idea. The county is not in the business of providing its employees with loans, it will be an additional benefit to the employees.

Commissioner Frost: Moves to approve True Connect Agreement

Madam Chair DuCharme: Seconds the motion

All in favor: MOTION CARRIED

**10. Company Nurse Program Enrollment – Kristin Oliver, Human Resources Director**

Any employee can get medical advice at any time. Training will be provided to all employees. Attorney Dennis Wallin would like to see a contract or agreement with the Nurse Company.

Commissioner Frost: Moves to Table item till we have more information.

Madam Chair DuCharme: Seconds the motion

All in favor: MOTION CARRIED

**11. Approval of local DWI Grant Agreement #19-D-G-31 – Tracey Master, DWI Prevention Coordinator**

Belinda Garland – County Manager: Standard DWI grant in the amount of \$50,000 administered through the RDWI program. Legal counsel has reviewed the agreement and was approved by the grant committee.

Commissioner Sanchez: Moves to approve DWI Grant Agreement #19-D-G-31

Commissioner Frost: Seconds the motion

All in favor: MOTION CARRIED

**\*County Manager Requests/Reports:**

**12. Worker's Compensation Pool FY 18-19 – Belinda Garland, County Manager**

Letter from the New Mexico Association of Counties, read. At the May 9, 2018 meeting the Workers' Compensation Pool Board of Directors, the Board approved member's contributions and will collect approximately \$9,028,547 for fund year 201-2019. Last year Torrance County contributed \$230,446 for the 2017-2018 fund year and this year will contribute \$218,923, a -5% change. This difference is due to a change in your county's payroll exposure of -1% and a 5 year loss ratio of 6.8%. The Board decided that no member would receive a decrease of more than 5%, and no member would receive an increase of more than 10%. Sincerely,  
Taylor Horst, Risk Management Director

**13. Request Approval of Resolution 2018-32 Torrance County Purchasing Policy – Belinda Garland, County Manager**

Updating the purchasing policy, if this approved it will supersede resolution 2000-15. It was approved by legal counsel. This is used in conjunction with the state purchasing laws. Resolution will be added to website.

Commissioner Sanchez: Moves to approve Resolution 2018-32

Commissioner Frost: Seconds the motion

All in favor: MOTION CARRIED

**14. Request Approval of Resolution 2018-33 Torrance County Policy, Governing Capital Assets – Belinda Garland, County Manager**

Part of our audit findings are management of Capital Assets we have corrected a large portion of that finding. We needed to put in directive and policies in order to finish all requirements. This will help with appropriation funds that we will be expend during the FY19 year. Ageing and Long term has required we have Capital Asset Management in place. This has been reviewed by legal counsel. Resolution will be added to website.

Commissioner Sanchez: Moves to approve Resolution 2018-33

Commissioner Frost: Seconds the motion

All in favor: MOTION CARRIED

**\*Executive Session**

Manager Garland requests an executive session.

*New Mexico State Statue 10-15-1H2 Limited Personal Matters related to County Manager Garland and state Stature 10-15-1H7 threatened and pending litigation on which the County may become a participant related to EVSWA.*

Commissioner Sanchez: Moves to go into executive session

Commissioner Frost: Seconds the motion

Roll Call: Vote-District 1: Yes, District 2: Yes, District 3: Yes MOTION CARRIED

Commissioner Sanchez: Moves to return to regular session

Commissioner Frost: Seconds the motion

All in favor: MOTION CARRIED

*New Mexico State Statue 10-15-1H2 Limited Personal Matters related to County Manager Garland and state Stature 10-15-1H7 threatened and pending litigation on which the County may become a participant related to EVSWA.*

No decision was made.

**\*Adjourn**

Commissioner Sanchez: Motion to adjourn Regular Commission Meeting.

Commission Frost: Seconds the motion.

All in favor: MOTION CARRIED

Meeting adjourned at 2:47 PM

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Julia DuCharme –Madam Chair

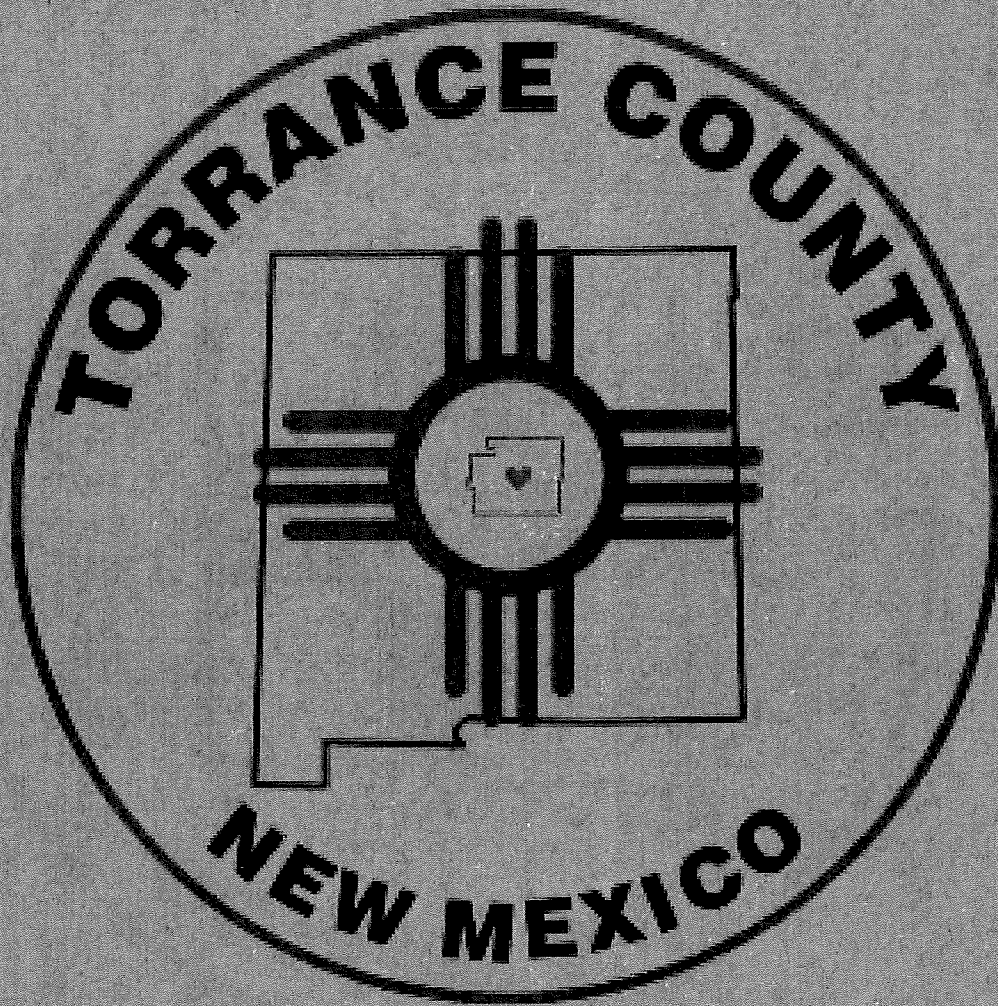
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Genell Morris – Administrative Assistant

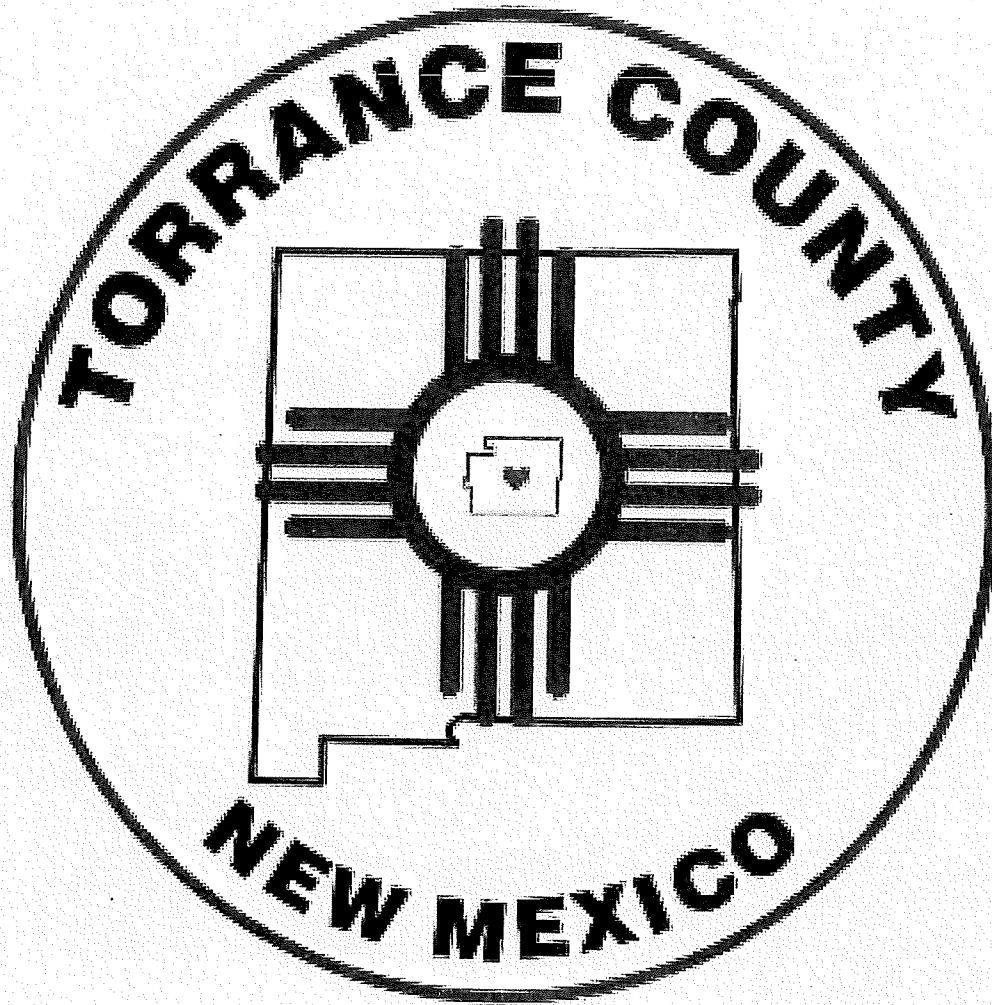
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Date

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



*Consent Agenda*



*Agenda Item*  
*No. 1*



**Special Waste Disposal, LLC (Keers Industries, Inc.)  
Application for Renewal of Solid Waste Permit**

**List of Exhibits**

**Exhibit 1:** Application package including NMED Solid Waste Facility inspection report dated 3/8/2018 received April 18, 2018.

**Exhibit 2:** Public Notice posted & distributed for P&Z Board meeting.

**Exhibit 3:** P&Z Board minutes, Staff report photos, and Recommendation report to Commission.

**Exhibit 4:** Public Notice advertised, posted, and distributed for the July 11, 2018 Public Hearing.

Parcel ID# 0025

*File Copy*

Torrance County Planning & Zoning

Application for Special Review and Approval

**Torrance County**  
Planning & Zoning  
APR 18 2018  
Received by: JG  
Time: 12:05pm

- Check One:  Establishment or Renewal of a Solid Waste District  
 Establishment of a Special Use (\$1,500.00 filing fee)  
 Modification of Land Use within a Special Use Zone District  
 \$200.00 filing fee  
 Renewable Conditional Use Permit \$200.00 filing fee  
 Variance for the Following Reason(s): \$200.00 filing fee

- Area  Setback  
 Distance  Off-Street Parking/Loading  
 Use  Dwellings per Lot  
 Livestock Numbers  Home Based Business

Applicant: Special Waste Disposal Telephone: 505-828-2650  
 Mailing Address: 5904 Florence Ave NE Albuquerque NM 87113

Agent (if any): Frank Salazar Telephone: 505-883-2500  
 Mailing Address: 6565 Americas Parkway NE Albuquerque NM 87116

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

Renewal

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

91 Liberty Valley Rd Mountainair NM 87036

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

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

Applicant's Signature: \_\_\_\_\_

**FOR OFFICE USE ONLY:**

Application Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Hearing Date: \_\_\_\_\_

Action Taken: \_\_\_\_\_ Date: \_\_\_\_\_

Expiration Date of Renewable Conditional Use Permit: \_\_\_\_\_

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

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

**SOLID WASTE PERMIT**

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

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

Solid Waste permit granted to:

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

MAILING ADDRESS:

5904 Florence Ave. NE  
Albuquerque, NM 87113

LEGAL DESCRIPTION OF PROPERTY:

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

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

DATE OF EXPIRATION:

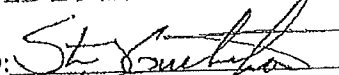
**June 1, 2018**

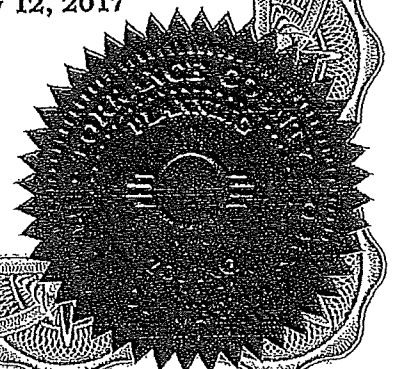
**Please apply for renewal at least thirty (30) days prior to the expiration date.**

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

APPROVED BY THE TORRANCE COUNTY COMMISSION ON: **July 12, 2017**

SIGNED:

  
Steven J. Guetschow  
Planning & Zoning Director



### WARRANTY DEED

FRED S. MOORE and MELLENE MOORE, his wife  
for consideration paid, grant  
to KEERS ENVIRONMENTAL, INC., a New Mexico corporation

whose address is P.O. Box 6848  
Albuquerque, New Mexico 87107

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

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

SUBJECT to any reservations, restrictions and easements of record.

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

with warranty covenants.

WITNESS our hands and seals this 28th day of April, 1986

X Fred S. Moore (Seal) (Seal)

X Mellenne Moore (Seal) (Seal)

#### ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF TORRANCE } ss.

The foregoing instrument was acknowledged before me this 28th day of April, 1986, by Fred S. Moore and Mellenne Moore.  
(Name or Names of Person or Persons Acknowledging)



April 23, 2018

To whom it may concern:

This letter of intent to renew establishes that Special Waste Disposal Inc has one inspection since the last renew and had zero violation per NMED requirement. All staff and contact information remain as is. We are including the inspection report for your review.

Regards,

A handwritten signature in black ink, appearing to read "Adrian Montano", is written over a horizontal line.

Adrian Montano

[amontano@specialwastenm.com](mailto:amontano@specialwastenm.com)

505-823-9006



STATE OF NEW MEXICO - ENVIRONMENT DEPARTMENT

SOLID WASTE FACILITY INSPECTION REPORT

DATE: 3/8/18

FACILITY NAME: Special Waste Disposal

CONTROL #: SWM-013035(SP)

REASON FOR INSPECTION:

FACILITY OPERATOR: Keers Industries, Inc.

FACILITY LOC: Hwy 55, 14 mile

- Checkboxes for Routine Complaint, Suspected Violation, Closure / Post Closure, Follow Up, Other

DISTRICT: I

south of Mountain, NM

STATUS: INTERIM, PERMITTED, CLOSED

PHONE: (505) 847-2917

TYPE OF FACILITY: Asbestos Landfill

OPERATING HOURS: By Appointment Only

TYPE OF WASTE HANDLED: MSW, INDUSTRIAL, C & D, SPECIAL (Asbestos) Cu. Yds. 71,85 Daily/Monthly

1. FACILITY / OPERATIONAL CONTROLS

- Checkboxes for Litter, Noise, Dust / Odor, Traffic / Inso Area, Erosion Control, Corrosion, Roads Maintained, Vectors, Access Controlled, Scavenging Control, Health/Environment Hazard

2. SIGNS REQUIRED / PROPERLY POSTED

- Checkboxes for Operating Days/Hour, Emergency Numbers, Fires Prohibited, Operation Procedures, Loading/Unloading Area, Directions to Fill Areas, Scavenging Prohibited, Bldg./Warning / Visible

3. OPERATOR / REPRESENTATIVE / EMPLOYEES

- Checkboxes for Certified, On Site While Open, Employees Trained

4. COVER

- Checkboxes for Daily Covered, Final Cover, Completion, Intermediate Covered, Excavating a Closed Cell, Stabilized Vegetation

5. MONITORING / SAMPLING / ANALYZING / HANDLING

- Checkboxes for Methane, Ground Water, Frequency Maintained, Gas Control, Leachate, Proper Equip./ Test Used, Waste Properly Processed

6. DRAINAGE / EROSION

- Checkboxes for Water Run-off, Water Run-off

7. PROPER STORAGE / ISOLATION / DISPOSAL

- Checkboxes for Special Waste, Infectious Waste, Tires, Recyclables, Hot Waste, Ash, Transfer Stations, Hazardous Waste, Asbestos, White Goods, Lead Acid Batteries, Timely Removal, Petroleum Contam. Soil

8. PROPER EQUIPMENT / MAINTAINED

- Checkboxes for Facility Equipment, Audio Signals, Collection Equipment, Competition Equipment, Storage Equipment, Transport Equipment, Fire Fighting Equipment, Clean & Sanitized

9. PLANS & PROGRAMS On File

- Checkboxes for Continuity Inspection, Facility Site Plan, Training Programs, Ground Water Monitor, Methane Monitoring, Clean-up/Remediation, Deviation From Plans, Operating / Maintenance, Disposal Management, Closure / Post Closure, Removal - Stored Waste, Fire Protection & Prevention, Disease Vectors/Rodent Ctrl, Leachate Control

RECORDS / REPORTS / RESULTS Maintained

10. INSPECTION RECORDS

- Checkboxes for Daily Records Kept, Signatures, Names of Co. & Driver, Vehicle Description, Source/Type/Volume of Waste, Times & Dates, Vehicle License Number, Observations

11. NOTIFICATION - RECORDS When required was:

- Checkboxes for NM ED/Facility/Other, Clean Up Assured, Disposal Assured, Area Restricted, Transportation Assured

12. MONITORING / SAMPLING / ANALYSIS - RECORDS

- Checkboxes for Methane Levels Taken Quarterly, Unauthorized Waste Analyzed, Contaminated Waste/Soil Analyzed, Ground Water Sampling Results, Leachate Sampling & Treatment

13. SPECIAL WASTE RECORDS (Type)

- Checkboxes for Lab Analysis Results, Manifests, Treatment Certification, Paint Filter Test Results, Remediation Documentation



# I. 2017 General Information Sheet

<b>Facility Information January 1-December 31, 2017</b>		<b>Permit or Registration #</b>		<b>Check one</b>	
		<b>SWM-013035</b>		Closed Facility <input type="checkbox"/>	Open Facility <input checked="" type="checkbox"/>
County:	Torrance				
Facility Name:	Keers Asbestos Landfill	Phone#:	505-828-2650		
Contact Person:	Adrian Montano	Email:	amontano@specialwastenm.com		
Facility Mailing Address:	5904 Florence Ave NE				
City:	Albuquerque	State:	NM	ZIP Code:	87113
Physical Location of Facility (City/County Road)	~12 Miles S of Mountainair off CR 209				
Facility Operator:	Special Waste Disposal	Phone:	505-828-2650		
Contact Person:	Adrian Montano	E-mail Address:	amontano@specialwastenm.com		
Mailing Address:	5904 Florence Ave NE				
City:	Albuquerque	State:	NM	ZIP Code:	87113
Facility Owner:	Same				
Contact Person:					
Mailing Address:					
City:					
Landowner:	Same				
Contact Person:					
Mailing Address:					
City:					
<b>Financial Assurance (Check one box)</b>					
<input checked="" type="checkbox"/> Updated Financial Assurance Attached					
<input type="checkbox"/> Financial Assurance required but not attached (Explain on Comment Sheet)					
<input type="checkbox"/> Financial Assurance not required (Explain on Comment Sheet)					
Questions? Call 505-827-0197					
<b>Landfills Only</b>					
<input type="checkbox"/> Open Landfill <input type="checkbox"/> Closed Landfill					
<b>Capacity Information for Open Landfills (if not provided explain on Comment Sheet)</b>					
Provide Landfill Capacity USED during 2017	5748	(Cubic Yards)			
Provide Remaining Landfill Capacity	102702	(Cubic Yards)			
Provide Remaining Landfill Life	53.6	(Years)	See Capacity Work Sheet		
Number of acres at current site, not permitted, that could be used for disposal in the future. _____					
Were there any changes in operations that reduced the active life of the landfill by 25% or more?					
<input type="checkbox"/> No <input type="checkbox"/> YES (Attach Notification)					
<b>Monitoring Results for Open Landfills (and Closed Landfill in Post-Closure Care).</b>					
<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	Summary of Landfill Gas Monitoring Results Enclosed (if no, explain on Comment Sheet)				
<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	Summary of Landfill Groundwater Monitoring Results Enclosed (if no, explain on Comment Sheet)				
<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	Summary of Leachate Generated & Treated or Disposed Enclosed (if no, explain on Comments Sheet)				
<b>Closure and Post-Closure Activity</b>					
Date of Closure:					
Total Acreage used for disposal as of 12/31/2017			~25	(Acres)	
Intermediate Cover:	~25	(Acres)	Area Seeded:		
Total Acreage with Final Cover Installed (per Closure Plan)					





# 2017 Additional Comments

**Name of Facility:** \_\_\_\_\_ **Keers Asbestos Landfill**  
**Name of Person completing form:** \_\_\_\_\_ **Jackie Nguyen**

**Names of Certified Operators at Facility**  
 Ray Hendricks, Tony Moorehead, Sam Blackshear

Average Landfill Tipping Fees		Average Transfer Station Tipping Fees	
<b>MSW:</b>	NA	<b>MSW:</b>	NA
<b>Tires</b>	NA	<b>Tires:</b>	NA
<b>Special Waste</b>			

**To Be Completed by Facilities Accepting and Storing Tires:**

Number of tires stored on site at the <b>beginning</b> of the calendar year (January 1, 2017)		Number of tires stored onsite at the <b>end</b> of the calendar year (December 31, 2017)	
Passenger Tires:		Passenger Tires:	
Truck Tires		Truck Tires	
Tire Bales		Tire Bales	

**Financial Assurance not enclosed because: (if applicable)**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**General Comments:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Landfill Information Only:**

**Gas Monitoring Results not enclosed because:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**Ground Water Monitoring Results not enclosed because:**  
 NA  
 \_\_\_\_\_  
 \_\_\_\_\_

**Leachate Generation Report not enclosed because:**  
 NA Special Waste Landfill  
 \_\_\_\_\_  
 \_\_\_\_\_

**Capacity Information not provided because:**  
 NA Special Waste Landfill  
 \_\_\_\_\_  
 \_\_\_\_\_

## V. 2017 Landfill Capacity Worksheet

### Landfill Capacity Calculation Worksheet for \_\_\_\_\_

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

Enter your data here:

#### Landfill information

(A)	Total landfill area	37.2	Acres
(B)	Total permitted volume (gross capacity)	434,000	Cubic yards
(C)	Thickness of liner protective soil layer	3.0	Feet
(D)	Thickness of final cover	3.0	Feet
(E)	Estimated percentage of gross capacity taken by daily and intermediate covers (if unknown, use default value of 25%)	10.0	%

#### Waste Information

Note: The worksheet allows you to enter the amount of received waste based on a combination of two different types of records: tonnage and gate-yards. Combined, these records should represent the total received waste. Mark appropriate boxes if values are actual or estimated.

			Actual	Estimated	
(F)	Waste received through 2016 based on tonnage (if no tonnage receipts, enter "0")		Tons	<input type="checkbox"/>	<input type="checkbox"/>
(G)	Waste received through 2016 based on gate-yards (if no gate-yard receipts, enter "0")	317,802	Cubic yards	<input type="checkbox"/>	<input type="checkbox"/>
(H)	Waste received in 2017 based on tonnage (if no tonnage receipts, enter "0")		Tons	<input type="checkbox"/>	<input type="checkbox"/>
(I)	Waste received in 2017 based on gate-yards (if no gate-yard receipts, enter "0")	5,748	Cubic yards	<input type="checkbox"/>	<input type="checkbox"/>
(J)	Compaction rate of emplaced waste (for example, enter "3" for 3 to 1 compaction). If wastes are being compacted but compaction rate is unknown, enter default value of "2" for a conservative result. If no compaction, enter "1".	3.0			

#### Calculations

Note: If the calculations are not performed automatically by the worksheet, complete them manually using the provided formulas.

(K)	<b>Net waste capacity</b> $K=B - A*(C+D)*4840/3 - B*E/100$	210,552	Cubic yards
(L)	<b>Remaining permitted waste capacity</b> $L=K - (F+H)*6/J - (G+I)/J$	102,702	Cubic yards
(M)	<b>Estimated remaining site life</b> $M=L/(H*6/J + I/J)$	53.6	Years

Form Completed by: \_\_\_\_\_

Telephone number: \_\_\_\_\_

#### NOTE:

K: 4,840 = square yards in acre

L: 6 = number of uncompacted cubic yards/ton

## 2017 Financial Assurance Estimate Summary

**Keers Asbestos Landfill**

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

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

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

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

	No.	Task	Cost Estimate
1	CC	Closure Construction	\$11,795.00
2	PC	Post-Closure Landfill Maintenance	\$39,000.00
3	EM	Environmental Monitoring	\$15,000.00
4	PH I	Phase I/II Assessment	NA
5	PH II	Phase I/II Assessment	NA
5	O	Other Specify (i.e. Gas Collection Control System Decommissioning)*	NA
		<b>Total Cost Estimate:</b>	<b>\$65,795.00</b>

\*Provide separate Table, as necessary

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

**DO NOT** send forms to Cabinet Secretary Tongate

## 2017 CLOSURE CONSTRUCTION --CLOSURE COST ESTIMATE

Facility Name Keers Asbestos Landfill Date \_\_\_\_\_

CC	Task	Unit Quantity	Unit (CY, Acre)	Unit Cost	Total Cost
<b>Final Cover Installation</b>					
CC-1	Install and compact ___ " Barrier Layer	2420	CY	\$2.00	\$4,840.00
CC-2	Install 6" Vegetative Layer	0.05	ACRE	\$7,500.00	\$375.00
CC-3	Vegetative Seeding (Class ___)	15.2	ACRE	\$215.00	\$3,268.00
<b>Task Subtotal:</b>					<b>\$8,483.00</b>

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

CC	Task	Unit Quantity	Unit (CY, Acre)	Unit Cost	Total Cost
<b>Final Cover CQA</b>					
CC-5	Inspection and Laboratory & Field Testing	16	HOURS	\$70.00	\$1,120.00
CC-6	CQA Report Preparation & Engineer Certification	16	HOURS	\$70.00	\$1,120.00
<b>Task Subtotal:</b>					<b>\$2,240.00</b>

	<b>SUBTOTAL</b>	\$10,723.00
Independent Project Manager and Contract Administration Cost (10% of Task Totals)		\$1,072.30
<b>TOTAL COST</b>		<b>\$11,795.30</b>

**Closure Assumptions (Check all that apply)**

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

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

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

**2017 POST-CLOSURE CARE ESTIMATE**

	Task	Unit Quantity	Unit (CY, Acre)	Unit Cost	Total Cost Per Year	Total Cost
PC 1	<b>Final Cover Inspection and Reporting</b>					
	Inspection	30	per year	\$400.00	\$400.00	\$12,000.00
	Record keeping and reporting	30	per year	\$200.00	\$200.00	\$6,000.00
				<b>Task Subtotal</b>		<b>\$18,000.00</b>

PC2	<b>Final Cover Maintenance</b>					
	Cover Maintenance (Erosion)	30	Acre/yr	\$200.00	\$200.00	\$6,000.00
	Vegetation	30	Acre/yr	\$200.00	\$200.00	\$6,000.00
				<b>Task Subtotal</b>		<b>\$12,000.00</b>

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

PC4	<b>Surface Water Management Systems</b>					
	Inspection & Repairs	30	Acre/yr	\$200.00	\$200.00	\$6,000.00
	System Upgrades (Rip-rap)					
				<b>Task Subtotal</b>		<b>\$6,000.00</b>

PC5	<b>Fencing/Site Security</b>					
	Inspection & Repairs	30	Repair/yr	\$100.00	\$100.00	\$3,000.00
				<b>Task Subtotal</b>		<b>\$3,000.00</b>

<b>SUBTOTAL</b>					\$	\$39,000.00
<b>Contract Management Cost as Percent of Subtotal</b>					\$	0
<b>TOTAL COST</b>					\$	<b>\$39,000.00</b>

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

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

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

## 2017 ENVIRONMENTAL MONITORING POST-CLOSURE CARE ESTIMATE

	Task	Unit Quantity	# Events Per Year	Unit Cost	Total Cost Per Year	Total Cost
EM1	<b>Landfill Gas Monitoring</b>					
30 Years	Field Data Collection	30	1	\$350.00	\$350.00	\$10,500.00
30 Years	Record keeping and reporting	30	1	\$150.00	\$150.00	\$4,500.00
<b>Task Subtotal</b>						<b>\$15,000.00</b>

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

<b>SUBTOTAL</b>	\$	\$15,000.00
<b>Contract Management Cost as Percent of Subtotal</b>	\$	
<b>TOTAL COST</b>	\$	\$15,000.00

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

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

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

### Phase I Assessment Estimates

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

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

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



## PHASE I and PHASE II ASSESSMENT ESTIMATES (Continued)

### Phase II Assessment Estimates

	Phase II 20.9.9.15 & 20.9.9.16 NMAC	Units (well #)	Unit (Events,ect)	Unit Cost	Total Cost Per Year	Total Cost
PH2	Phase II(a) Corrective Measures Assessment Report by qualified consultant and Public Meeting per 20.9.9.15 NMAC					
	Phase II (b) Selection of Remedy Report- qualified consultant per 20.9.9.16 NMAC					
PH3	Implementation of Corrective Measures 20.9.9.17 NMAC (Start setting \$ aside for this concurrent with Phase I)					
<b>Task Subtotal</b>						
<b>SUBTOTAL</b>					\$	\$
Contract Management Cost as Percent of Subtotal					\$	\$
<b>TOTAL COST</b>					\$	\$

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

- Phase I/II costs based on contracting with qualified 3rd party to complete specified activities
- Activities included in the estimate are based on current dollars. Previous experience with landfills in arid areas
- Costs based on current qualified subcontractor costs
- Estimates are based on sampling and analysis of wells intended to be part of the GW monitoring network for the next \_\_\_\_\_ years. (Can be 10, 15, 20 or 30 years.) Includes worst case estimate of installation of 2 wells during this period.
- Costs may also be based on number of years of existing permit or years remaining in post-closure care period.

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

## 2017 ADDITIONAL REQUIRED INFORMATION

***For Each Financial Mechanism Used You Must Also Attach the Following Information***

Financial Assurance Mechanism	Attachments Required
<p>Check boxes for items that are attached</p> <p><input checked="" type="checkbox"/> <b>Trust Fund 20.9.10.13</b></p>	Documentation that demonstrates payments into the Fund and available balance in fund as of Dec. 31.
<p><input type="checkbox"/> <b>Surety Bond - 20.9.10.15</b></p>	Evidence of Bond (copy) and demonstration that a trust fund or standby trust fund has been established, the amounts paid into the trust during past calendar year, and total funds available as of Dec. 31
<p><input type="checkbox"/> <b>Irrevocable Letter of Credit - 20.9.10.16</b></p>	Must provide affirmative statement that Letter of Credit is still valid, or copy of renewal letter to demonstrate compliance. If cancelled, cancelation must be provided to the SWB within 120 days of cancellation.
<p><input type="checkbox"/> <b>Insurance - 20.9.10.17</b></p>	If not previously provided, must attach copy of the Certificate of Insurance. Provide information that demonstrates that premium payments were made. Copy of latest audited financial statement provided by Insurer.
<p><input type="checkbox"/> <b>Risk Management Pool -20.9.10.18</b></p>	Must provide contractual agreement among participates (Risk Management Pools must be pre-approved by the Secretary). Provide annual contribution table to demonstrate payments, and include documents that demonstrates Trust Fund has been incorporated into framework.
<p><input type="checkbox"/> <b>Local Government Financial Test - 20.9.10.19</b></p>	Provide current demonstration of bond rating by Moody's, Standard and Poor's, or other Bond Rating Firm. If not bonded, must provide financial ratios. Must attach most recent independently audited year-end financial statements and/or independent Audit Report with findings. Must provide information of alternative financial assurance for those costs that exceed limits set in Paragraphs (1) and (2) 20.9.10.19.F
<p><input type="checkbox"/> <b>Local Government Reserve Fund - 20.9.10.20</b></p>	Reserve Fund must be created by Resolution. Must attach most recent independently audited, year-end financial statements and/or independent Audit Report with findings. Copy of Resolution must be provided if amended, and if not previously provided to the Dept. Review resolution annually to determine if adequate funds are deposited in the fund to meet current obligations. If not adequate amend and submit to SWB.

## **ADDITIONAL REQUIRED INFORMATION (CONTINUED)**

---

**For Each Financial Mechanism Used You Must Also Attach the Following Information**

<b>Financial Assurance Mechanism</b>	<b>Attachments Required</b>
<input type="checkbox"/> <b>Local Government Guarantee - 20.9.10.21</b>	Written guarantee must be effective prior to initial receipt of waste or prior to 2007. Not aware of any facilities using this mechanism.
<input type="checkbox"/> <b>Corporate Financial Test - 20.9.10.22</b>	Only valid for private entities. Provide current demonstration of bond rating by Moody's, Standard and Poor's, or other Bond Rating Firm, plus net worth as specified in 20.9.10.22 A.2. Provide letter signed by owners Chief Financial officer that lists all current cost estimated covered by the Financial Test. Copy of independent certified public accountant's unqualified opinion of owner's financial statements for latest completed fiscal year. To qualify, accountant's opinion must be unqualified. Adverse opinion, disclaimer, or other qualified opinion shall be cause for possible disallowance.
<input type="checkbox"/> <b>Multiple Mechanisms - 20.9.10.23</b>	Owners may satisfy financial assurance requirements by establishing more than one financial mechanism per facility. Must provide required documentation for each mechanism used to cover all projected costs.

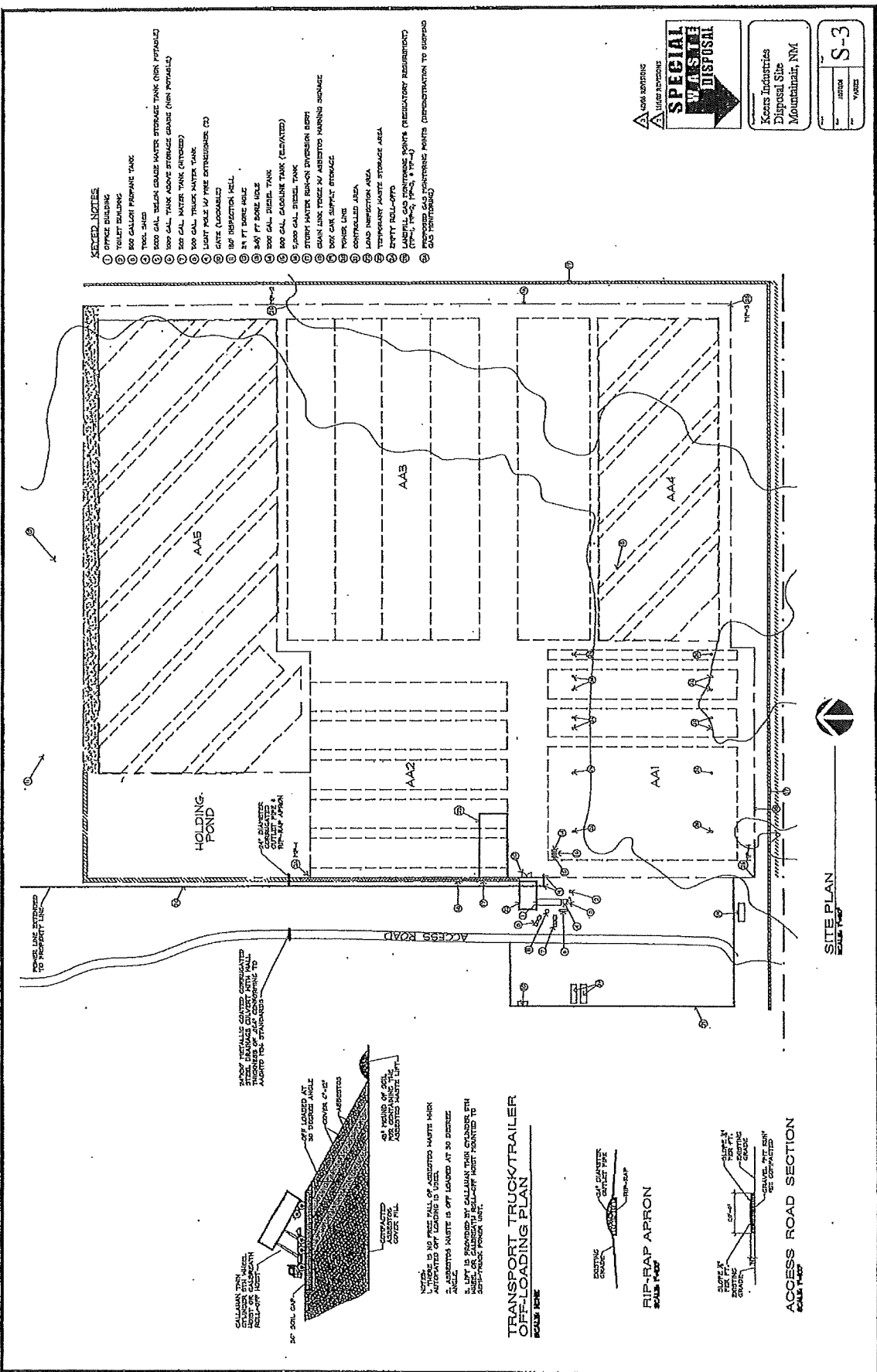
Please note: If the required attachments are not provided, the Solid Waste Bureau will be issuing Notices of Violation for this reporting year.

**All Financial Assurance Estimates, supporting documents must be sent to the Solid Waste Bureau, not the NMED Secretary. Documents not sent directly to the Solid Waste Bureau may be lost.**

*Contact Auralie Ashley-Marx, at 505-827-2775 or [auralie.ashley-marx@state.nm.us](mailto:auralie.ashley-marx@state.nm.us)/ about any questions regarding Financial Assurance, completion of the estimate form, or about the provision of required documents.*







- KEYED NOTES**
- ① OFFICE BUILDING
  - ② TOILET BUILDING
  - ③ 800 GALLON PROPANE TANK
  - ④ 1000 GALLON WATER STORAGE TANK (NEW PORTABLE)
  - ⑤ 1000 GALLON TRUCK ABOVE STORAGE CHARGE (NEW PORTABLE)
  - ⑥ 1000 GALLON TRUCK WATER TANK
  - ⑦ LIGHT POLE W/ FIVE EXTERIOR LIGHTS
  - ⑧ GATE (LOCKABLE)
  - ⑨ 180° INSPECTOR WELL
  - ⑩ 24" DIAMETER 30' TOWER HOLE
  - ⑪ 240' FT DIESEL TANK
  - ⑫ 800 GALLON DIESEL TANK (ELEVATED)
  - ⑬ 5000 GALLON DIESEL TANK
  - ⑭ 24" DIAMETER 30' TOWER HOLE
  - ⑮ 240' FT DIESEL TANK
  - ⑯ 800 GALLON DIESEL TANK (ELEVATED)
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  - ㊺ 5000 GALLON DIESEL TANK



Keens Industries  
Disposal Site  
Mountainair, NM

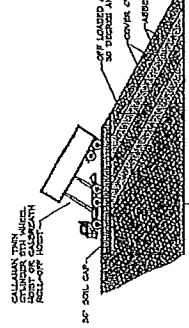
S-3	
DATE	11/10/88
BY	WJG

TO BE PLACED WITHIN 24" DIAMETER 30' TOWER HOLE

24" DIAMETER 30' TOWER HOLE

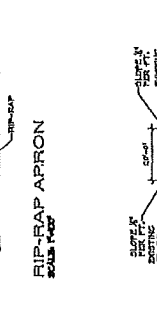
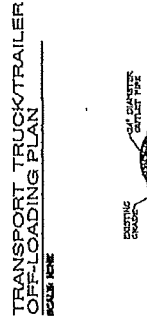
24" DIAMETER 30' TOWER HOLE

24" DIAMETER 30' TOWER HOLE



**TRANSPORT TRUCK/TRAILER OFF-LOADING PLAN**

SCALE: NONE



**ACCESS ROAD SECTION**

SCALE: 1/4"=1'-0"



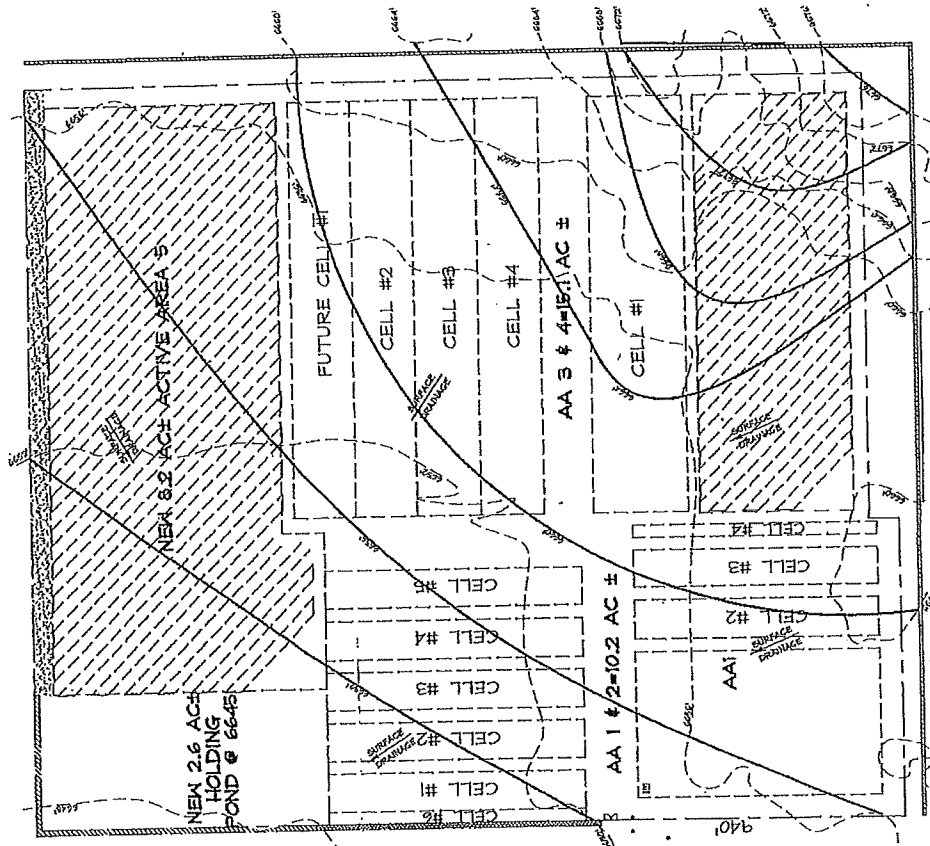
**SITE PLAN**

SCALE: 1/4"=1'-0"

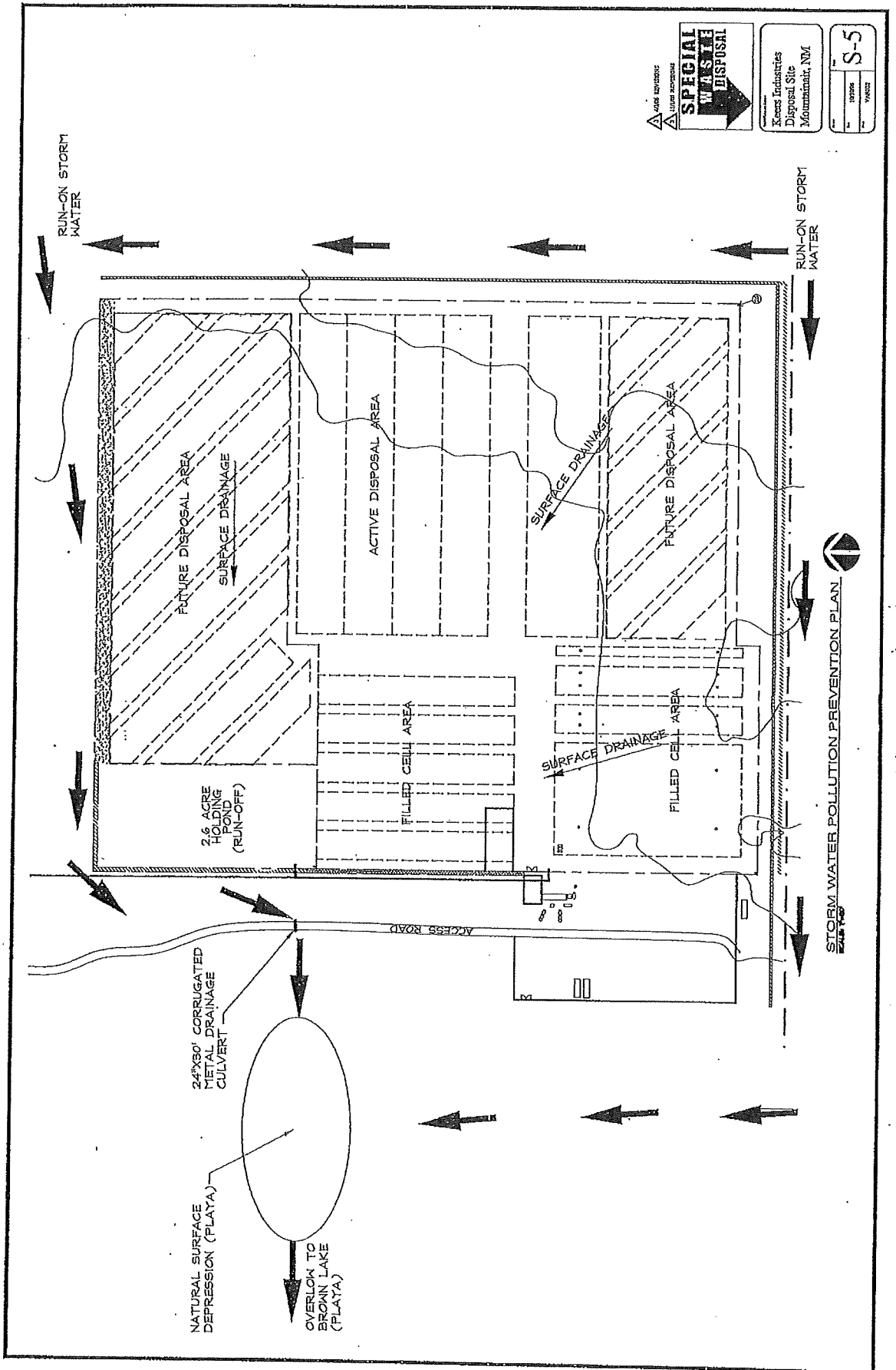


Keors Industries  
Disposal Site  
Montebello, NM

DATE	NO.	SCALE



FINAL CONTOUR PLAN  
SCALE 1"=40'



Xerox Industries  
 Disposal Site  
 Moorpark, NM

S-5	
DATE	1988
PROJECT	SWPPP

STORM WATER POLLUTION PREVENTION PLAN  
 24x30' Pond



1

# TORRANCE COUNTY

NOTICE OF ACTION ON SPECIAL WASTE  
DISPOSAL SITE W/IN 2 SEC. 19 & NW 4 SEC. 20

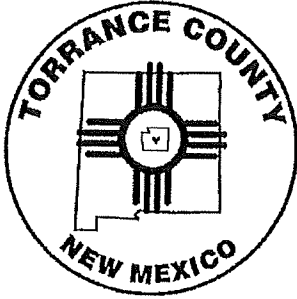
FOR T-2N, R-8E, 91 LIBERTY VALLEY RD.  
RENEWAL SPECIAL WASTE PERMIT

THE COUNTY ZONING BOARD HAS SCHEDULED A PUBLIC MEETING ON (DATE/TIME)  
JUNE 6, 2018 9:30 AM

THE COUNTY HAS SCHEDULED A PUBLIC HEARING ON (DATE/TIME)  
I.B.D.

AT THE COUNTY ADMINISTRATIVE BUILDING  
FOR INFORMATION CALL (505) 544-4391 OR FAX (505) 384-5294  
THIS SIGN SHALL BE POSTED

FROM 5/17 TO 6/7  
IT IS ILLEGAL FOR AN UNAUTHORIZED PERSON TO REMOVE OR TAMPER WITH 05/17/2018 10:17



# *Torrance County*

*Planning & Zoning*

*PO Box 48*

*205 9<sup>th</sup> Street*

*Estancia, NM 87016*

*(505) 544-4393 Main Line (505) 384-5294 Fax*

*[www.torrancecountynm.org](http://www.torrancecountynm.org)*

May 21, 2018

Re: Renewal for Special Waste Facility Permit.

To Whom it May Concern:

This letter is to inform you Keers Industries Inc. have applied for a renewal to their Special Waste Facility Permit. The subject property is located on the Lands of Fred Moore et.ux. within the N2 of Section 19 and within the NW4 of Section 20 T.2N., R.8E., NMPM. This action item will come before the Planning and Zoning Board at our next meeting on June 6, 2018. The meeting will begin at 9:30 a.m. and is held at the Torrance County Administrative Offices, 205 9<sup>th</sup> Street, Estancia.

Please plan to attend, have a representative attend in your place, or send a letter marked ATTN: P&Z Director to the address above if you would like to voice an opinion in support of or in opposition to this application. If you have any questions or concerns, please contact me at (505) 544-4391.

Regards,

A handwritten signature in black ink, appearing to read "Steve Guetschow".

Steve Guetschow

Planning & Zoning Director

[sguetschow@tcnm.us](mailto:sguetschow@tcnm.us)

**TORRANCE COUNTY PLANNING & ZONING BOARD**

**MINUTES**

Commission Chambers Administrative Offices 205 S 9th Street Estancia New Mexico 87016

**REGULAR MEETING**

**June 6, 2018**

**ATTENDANCE**

In attendance were: Chairman Ron Graham, Vice Chairman Max Cabber, Board Members Bill Larson, Gail Langell, & Marty Hernandez, County Attorney Mark Allen, Planning & Zoning Director Steve Guetschow, Planning & Zoning Clerical Assistant Don Goen.

**CALL TO ORDER**

Chairman Graham called the meeting to order at 9:28 a.m. and the Pledge of Allegiance was recited.

**APPROVAL OF AGENDA**

Chairman Graham presented the meeting agenda and asked for a motion to approve; Mr. Cabber made a motion to approve, Mrs. Langell seconded. All in favor. Motion carried.

**APPROVAL OF MINUTES**

Chairman Graham presented the minutes of the May 2, 2018 Planning & Zoning Board Meeting. Mr. Hernandez made a motion to approve; Mr. Cabber seconded. All in favor. Motion carried.

**Action Items:**

**1. Renewal of Solid Waste District**

**Applicant:** Special Waste Disposal (Keers Industries)

**Agent:** Adrian Montano

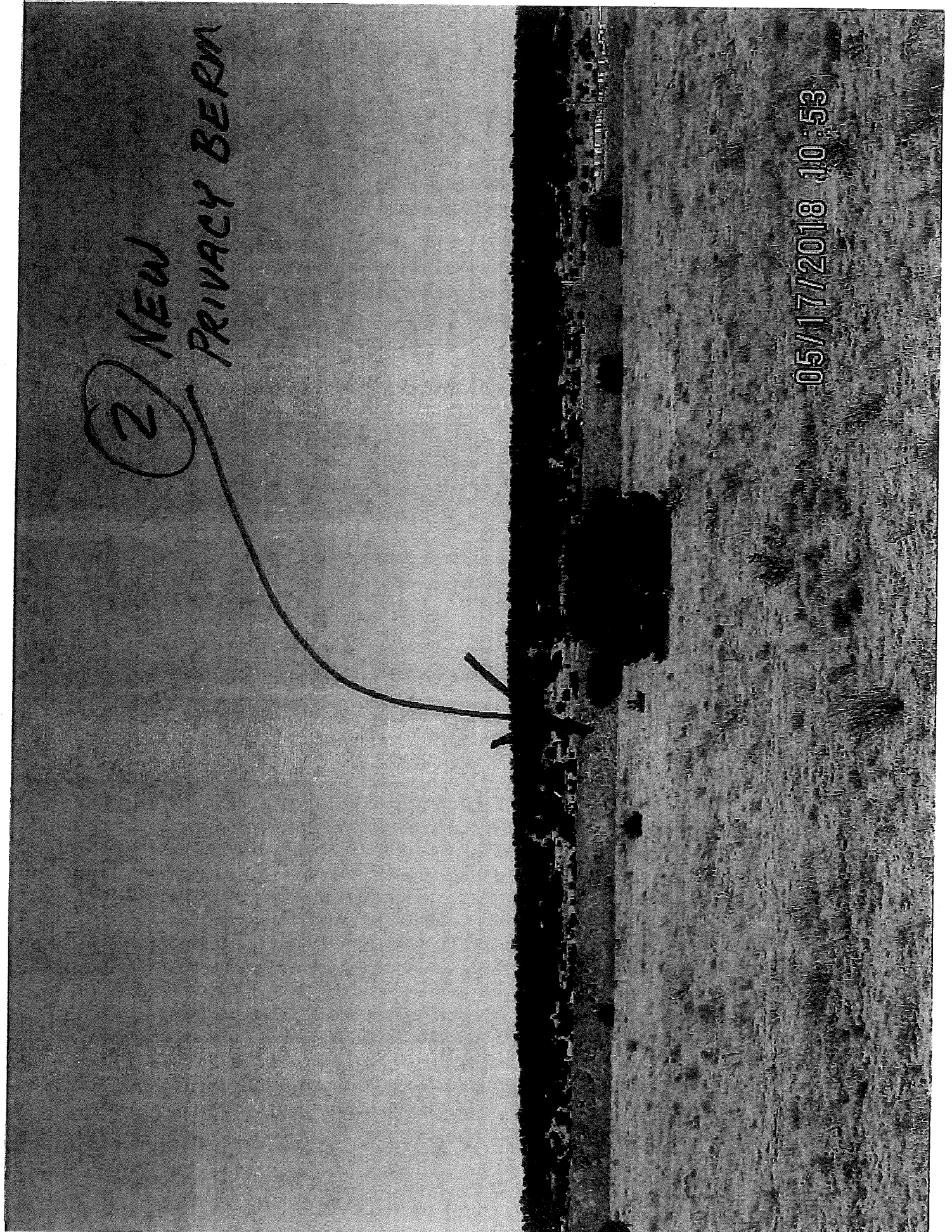
**Site:** Within the N2 of Section 19 and within the NW4 of Section 20, T.2N., R.8E, NMPM and being addressed as 91 Liberty Valley Road.

**Zone:** Solid Waste Management District (SW)

Mr. Graham introduced the item. Mr. Adrian Montano came forward, was sworn. He explained the purpose is to renew their Solid Waste Permit and that they have been in operation for 25 years. Mr. Graham asked for comments in favor of or in opposition to the item. Hearing none, he asked Staff for comment. Mr. Steve Guetschow explained Keers Industries submitted their renewal documentation as they are required to do every year and that the updated inspection reports from the New Mexico State Environmental Department, that they are also required to have done every year, had been received. He also explained that public notice has been posted and letters sent to the adjoining property owners. He then reminded the Board that they would be making a recommendation only and that recommendation would go before the County Commission at a public hearing for a final decision. Mr. Graham referred the matter to the Board for questions or comments. Mr. Larson said the solid waste has to go somewhere and asked how long they could continue at this site. Mr. Montano explained they estimate 82 years. Hearing no more questions Mr. Graham asked for a motion to make a recommendation to the Commission. Mrs. Larson motioned to approve; Mrs. Langell seconded. All in favor, motion carried, a do pass approved.

② NEW  
PRIVACY BERM

05/17/2018 10:53



County Commission

*Jim Frost  
Commissioner  
District 1*

*Julia DuCharme  
Commissioner  
District 2*

*Javier Sanchez  
Commissioner  
District 3*



*PO Box 48 ~ 205 Ninth Street  
Estancia, NM 87016  
(505) 544-4700 Main Line (505) 384-5294 Fax  
[www.torrancecountynm.org](http://www.torrancecountynm.org)*

County Manager  
*Belinda Garland*

Deputy County Manager  
*Annette Ortiz*

County Attorney  
*Dennis Wallin*

COPY

Dear Commissioners,

On June 6 Adrian Montano, the agent for Special Waste Disposal, LLC (Keers), presented their application for renewal of their Special Waste Permit to the Planning & Zoning Board. This is an action which must be performed annually and requires County Commission approval following a recommendation by the Planning & Zoning Board. After review of the documentation provided by the applicant the P&Z Board in a unanimous vote recommended approval of the renewal application. The Action Item will come before you on July 11, 2018 as a public hearing. The public notification sign at the site has been updated with this information and public notification through the local newspaper, The Independent, will appear in the June 20 edition and again June 27.

Respectfully,

A handwritten signature in black ink, appearing to read "Steven J. Guetschow".

Steven J. Guetschow  
Planning & Zoning Coordinator

## **NOTICE**

During the regular meeting on July 11, 2018 at 9:00 a.m. the Torrance County Commission will hold a Public Hearing to consider the application for renewal of a Special Waste permit to allow Special Waste Disposal, Inc. to continue operations at their landfill facility located within the NE4 of the NW4 of the NE4 of Section 19, & the W2 of the NW4 & the NE4 of the NW4 of Section 20 T.2N., R.8E., NMPM being 91 Liberty Valley road.

# TORRANCE COUNTY

NOTICE OF ACTION ON SPECIAL WASTE

DISPOSAL SITE WINN 2 SEC 19 & NW 4 SEC 20

FOR T.2N.R.8E. 91 LIBERTY VALLEY RD.

RENEWAL SPECIAL WASTE PERMIT

THE COUNTY ZONING BOARD HAS SCHEDULED A PUBLIC MEETING ON (DATE/TIME)

JUNE 6, 2018 9:30 AM

THE COUNTY HAS SCHEDULED A PUBLIC MEETING ON (DATE/TIME)

THE COUNTY HAS SCHEDULED A PUBLIC HEARING ON (DATE/TIME)  
FOR JULY 11, 2018 9:00 AM

AT THE COUNTY ADMINISTRATIVE BUILDING

FOR INFORMATION CALL (505) 544-4391 OR FAX (505) 384-5294

THIS SIGN SHALL BE POSTED

FROM 5/17

TO 6/7/18

IT IS ILLEGAL FOR AN UNAUTHORIZED PERSON TO REMOVE OR TAMPER WITH 06/20/2018 07:04



## *Torrance County*

*Planning & Zoning*

*PO Box 48*

*205 S 9<sup>th</sup> Street*

*Estancia, NM 87016*

*(505) 544-4393 Main Line (505) 384-5294 Fax*

*[www.torrancecountynm.org](http://www.torrancecountynm.org)*

June 27, 2018

To Whom it May Concern:

This letter is to inform you Special Waste Disposal, Inc. (Keers Industries Inc.) have applied for a renewal to their Solid Waste Facility Permit. The subject property is located on the Lands of Fred Moore et.ux. within the N2 of Section 19 and within the NW4 of Section 20 T.2N., R.8E., NMPM. This action item will come before the Torrance County Commission at their regular meeting on July 11, 2018. The meeting will begin at 9:00 a.m. and is held at the Torrance County Administrative Offices, 205 S 9<sup>th</sup> Street, Estancia.

Please plan to attend, have a representative attend in your place, or send a letter marked ATTN: P&Z Director to the address above if you would like to voice an opinion in support of or in opposition to this application. If you have any questions or concerns, please contact me at (505) 544-4391.

Regards,

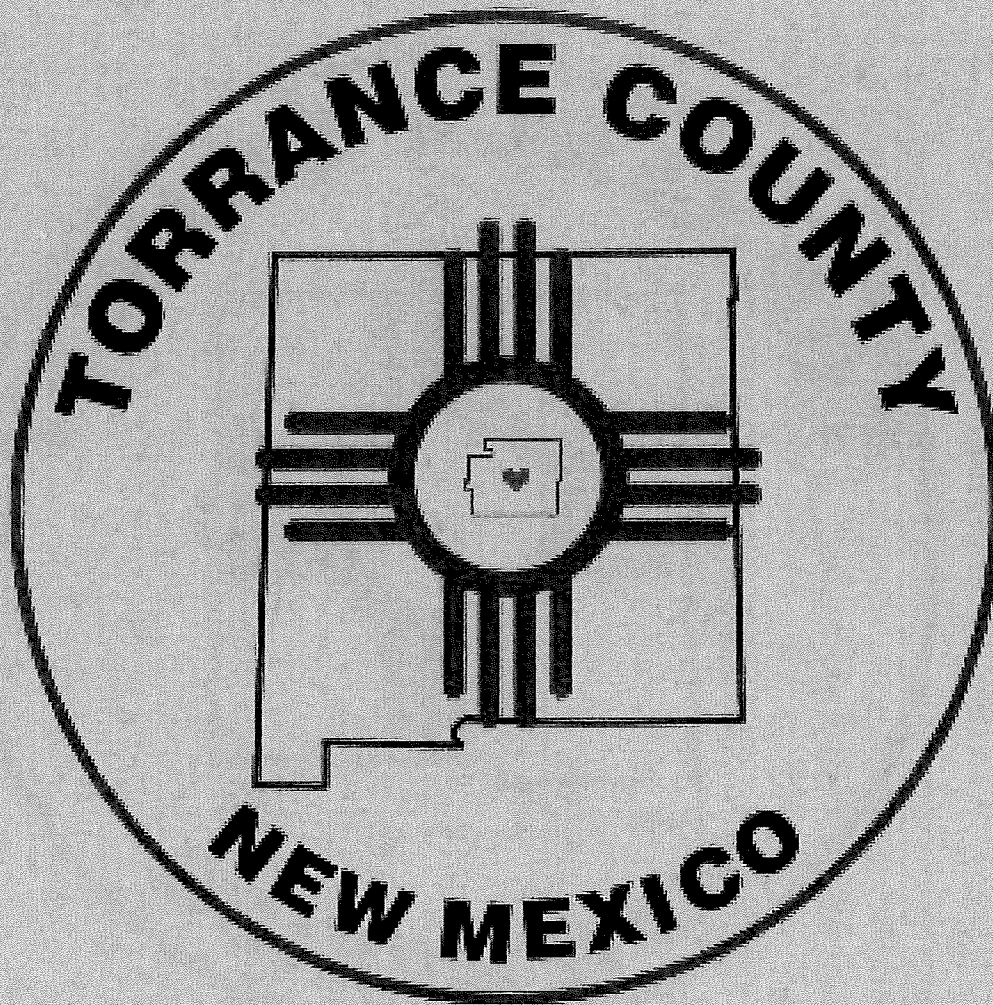
A handwritten signature in black ink, appearing to read 'Steve Guetschow'.

Steve Guetschow

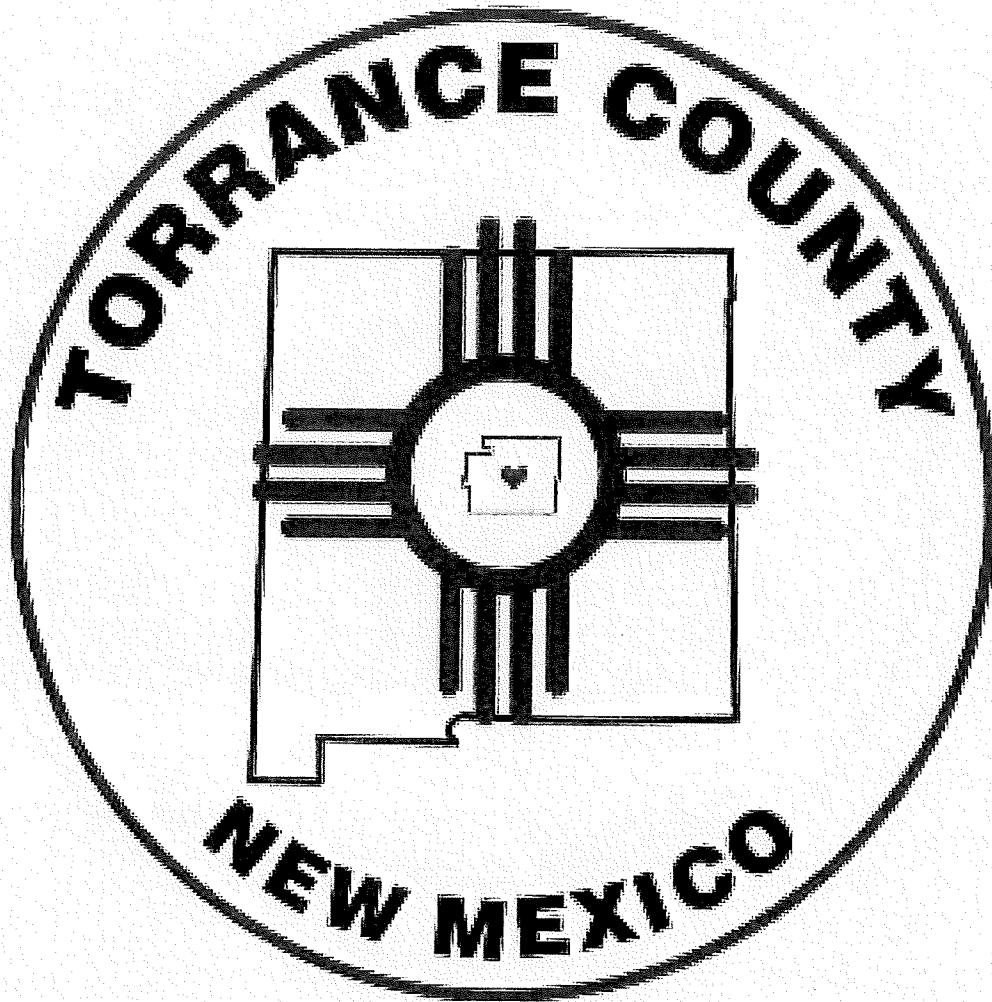
Planning & Zoning Director

[sguetschow@tcnm.us](mailto:sguetschow@tcnm.us)





*Agenda Item*  
*No. 2*



*Agenda Item  
No. 3*

## **Annette Ortiz**

---

**From:** Javier Ernesto Sanchez <jsanch22@unm.edu>  
**Sent:** Wednesday, July 04, 2018 8:15 AM  
**To:** Belinda Garland; Annette Ortiz  
**Subject:** Agenda Request from Javier Sanchez

Dear Ms. Garland,

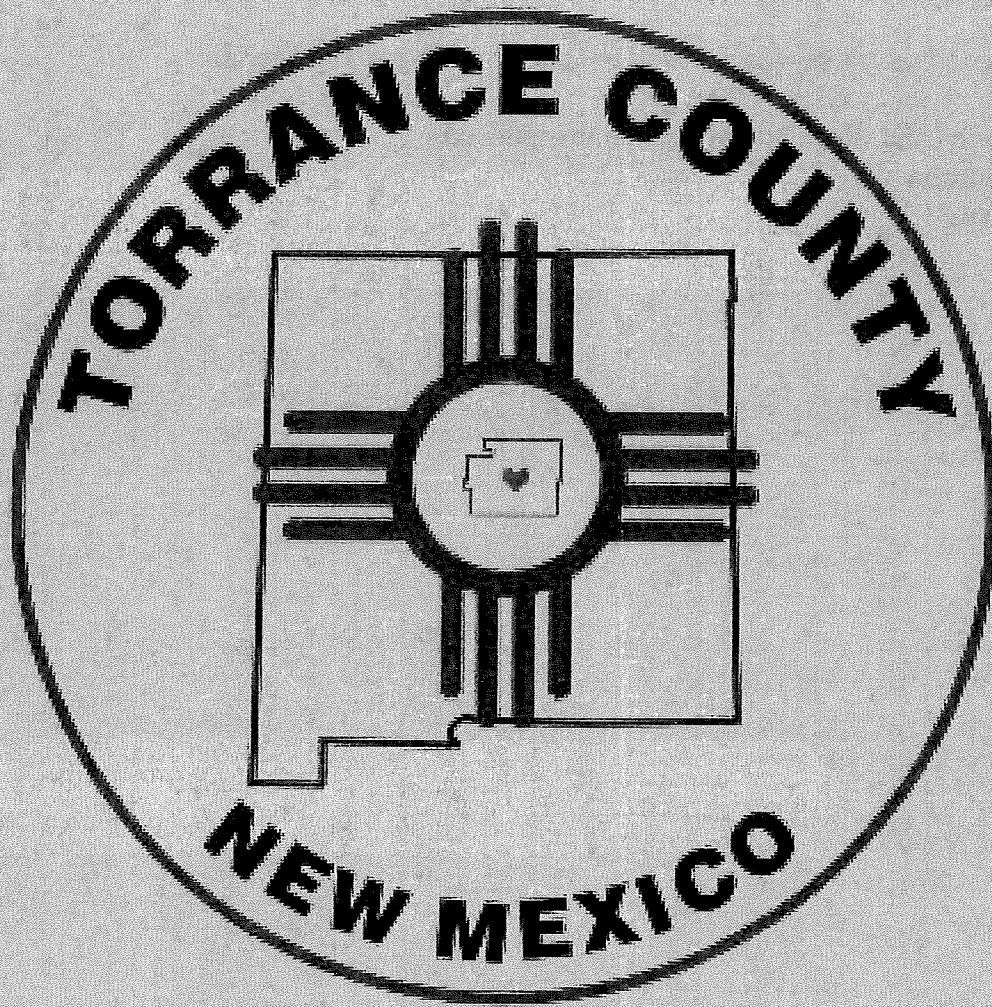
Hello and good morning. I just wanted to add something to the agenda:

**Topic: Manzano Land Grant Zoning Option Presentation**  
**By: Jason Quintana**  
**Action Item: Yes**

Thank you.

Sincerely,

Javier Sanchez  
Estancia, NM



*Agenda Item  
No. 4*



*Agenda Item  
No. 5*

PO Box 48  
205 9<sup>th</sup> Street  
Estancia, NM 87016  
(505) 544-4700 Main Line (505) 384-5294 Fax  
[www.torrancecountynm.org](http://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 Clerk  
First Last Department / Company / Organization Name

Today's Date: June 25, 2018 Mailing Address: \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-544-4368 Fax Number: \_\_\_\_\_  
Would you like this Agenda Faxed to you? Yes No

Email Address: ljaramillo@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:

Torrance Canvassing Board issues certificates of Nomination to all successful candidates  
in the 2018 Primary Election.

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: \_\_\_\_\_

**Certificate of Nomination**  
**STATE OF NEW MEXICO**  
**COUNTY OF TORRANCE**

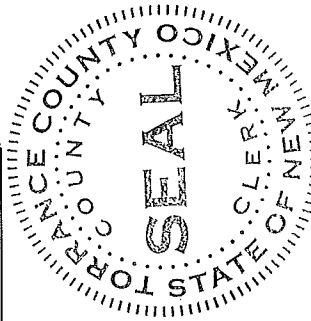
This is to certify that **HEATH E WHITE** received the highest number of votes cast for the office of

Magistrate Judge

at the Primary Election held on the **5th day of June, 2018.**

We do hereby certify the aforesaid to be the candidate of the **REPUBLICAN** party for the office of Magistrate Judge in the General Election to be held on the **6th day of November, 2018.**

In WITNESS WHEREOF we have hereunto set our hand and caused to be fixed the seal of the Board of County Commissioners of said county, at  
County Commission Meeting in Estancia, N.M. this 11th day of  
July, 2018.



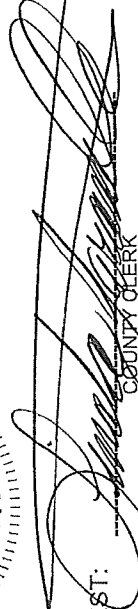
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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

ATTEST:   
COUNTY CLERK

Certificate of Nomination

STATE OF NEW MEXICO  
COUNTY OF TORRANCE

This is to certify that **ANDREW HOMER** received the highest number of votes cast for the office of

**County Commissioner by Commissioner District DISTRICT 1**

at the Primary Election held on the **5th** day of **June**, **2018**.

We do hereby certify the aforesaid to be the candidate of the **DEMOCRATIC** party for the office of County Commissioner by Commissioner District in the General Election to be held on the **6th** day of **November**, **2018**.

In WITNESS WHEREOF we have hereunto set our hand and caused to be fixed the seal of the Board of County Commissioners of said county, at County Commission Meeting in Estancia, N.M. this 11th day of July, 2018.



ATTEST: *[Signature]*  
COUNTY CLERK

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER



# Certificate of Nomination

## STATE OF NEW MEXICO COUNTY OF TORRANCE

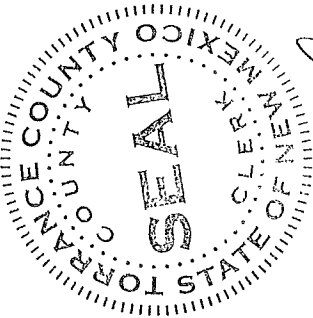
This is to certify that **KEVIN N MCCALL** received the highest number of votes cast for the office of


**County Commissioner by Commissioner District DISTRICT 1**

at the Primary Election held on the **5th day of June, 2018.**

We do hereby certify the aforesaid to be the candidate of the **REPUBLICAN** party for the office of County Commissioner by Commissioner District in the General Election to be held on the **6th day of November, 2018.**

In WITNESS WHEREOF we have hereunto set our hand and caused to be fixed the seal of the Board of County Commissioners of said county, at  
County Commission Meeting in Estancia, N.M. this 11th day of  
July, 2018.



ATTES:   
COUNTY CLERK

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COUNTY COMMISSIONER  
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COUNTY COMMISSIONER  
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COUNTY COMMISSIONER  
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COUNTY COMMISSIONER  
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COUNTY COMMISSIONER

# Certificate of Nomination

## STATE OF NEW MEXICO COUNTY OF TORRANCE

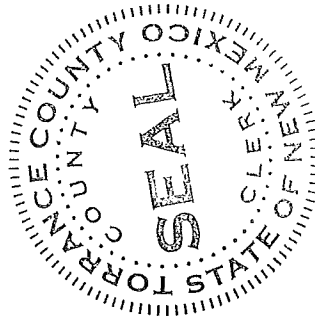
This is to certify that **RYAN S SCHWEBACH** received the highest number of votes cast for the office of

**County Commissioner by Commissioner District DISTRICT 2**

at the Primary Election held on the **5th day of June, 2018.**

We do hereby certify the aforesaid to be the candidate of the **REPUBLICAN** party for the office of County Commissioner by Commissioner District in the General Election to be held on the **6th day of November, 2018.**

In WITNESS WHEREOF we have hereunto set our hand and caused to be fixed the seal of the Board of County Commissioners of said county, at County Commission Meeting in Estancia, N.M. this 11th day of July, 2018.



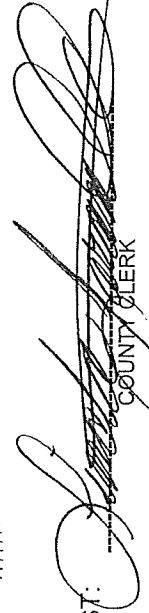
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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

ATTEST:   
COUNTY CLERK

**Certificate of Nomination**  
**STATE OF NEW MEXICO**  
**COUNTY OF TORRANCE**

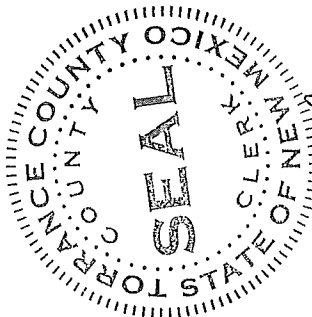
This is to certify that **JESSE JESUS LUCERO** received the highest number of votes cast for the office of

**County Assessor**

at the Primary Election held on the **5th** day of **June**, **2018**.

We do hereby certify the aforesaid to be the candidate of the **REPUBLICAN** party for the office of County Assessor in the General Election to be held on the **6th** day of **November**, **2018**.

In WITNESS WHEREOF we have hereunto set our hand and caused to be fixed the seal of the Board of County Commissioners of said county, at  
County Commission Meeting in Estancia, N.M. this 11<sup>th</sup> day of  
July, 2018.



ATTEST \_\_\_\_\_  
COUNTY CLERK

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

**Certificate of Nomination**  
**STATE OF NEW MEXICO**  
**COUNTY OF TORRANCE**

This is to certify that **JOSE MARTIN RIVERA** received the highest number of votes cast for the office of

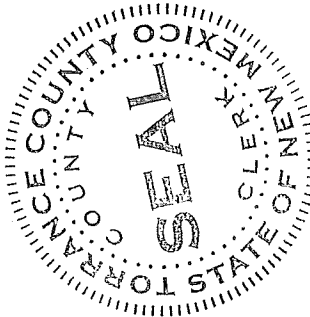
County Sheriff

at the Primary Election held on the **5th** day of **June**, 2018.

We do hereby certify the aforesaid to be the candidate of the **REPUBLICAN** party for the office of County Sheriff in the General Election to be held on the **6th** day of **November**, 2018.

In WITNESS WHEREOF we have hereunto set our hand and caused to be fixed the seal of the Board of County Commissioners of said county, at

County Commission Meeting in Estancia, N.M. \_\_\_\_\_ this 11th day of  
July \_\_\_\_\_, 2018.



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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

ATTEST:   
COUNTY CLERK

**Certificate of Nomination**  
**STATE OF NEW MEXICO**  
**COUNTY OF TORRANCE**

This is to certify that **JOSIE B CHAVEZ** received the highest number of votes cast for the office of

Probate Judge

at the Primary Election held on the **5th** day of **June**, 2018.

We do hereby certify the aforesaid to be the candidate of the **REPUBLICAN** party for the office of Probate Judge in the General Election to be held on the **6th** day of **November**, 2018.

In WITNESS WHEREOF we have hereunto set our hand and caused to be fixed the seal of the Board of County Commissioners of said county, at  
County Commission Meeting in Estancia, N.M.  
July \_\_\_\_\_, 2018. this **11th** day of



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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

ATTEST:   
COUNTY CLERK

**Certificate of Nomination**  
**STATE OF NEW MEXICO**  
**COUNTY OF TORRANCE**

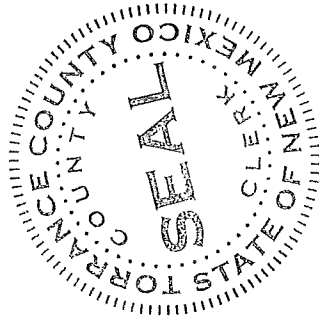
This is to certify that **LUCY E ORIO** received the highest number of votes cast for the office of

**Probate Judge**

at the Primary Election held on the **5th** day of **June**, 2018.

We do hereby certify the aforesaid to be the candidate of the **DEMOCRATIC** party for the office of Probate Judge in the General Election to be held on the **6th** day of **November**, 2018.

In WITNESS WHEREOF we have hereunto set our hand and caused to be fixed the seal of the Board of County Commissioners of said county, at  
County Commission Meeting  
July \_\_\_\_\_, 2018.      this **11th** day of




\_\_\_\_\_  
COUNTY COMMISSIONER

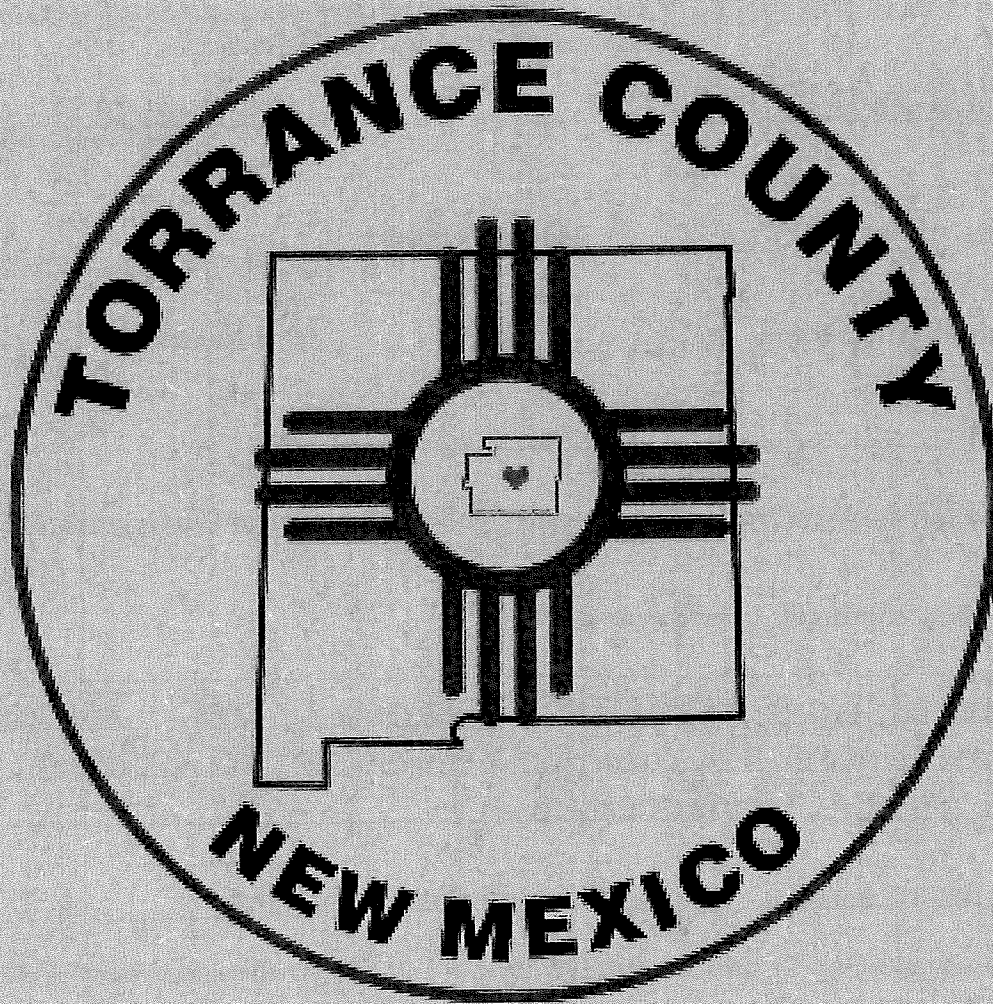
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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

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COUNTY COMMISSIONER

ATTEST:   
COUNTY CLERK



*Agenda Item*  
*No. 6*

PO Box 48  
205 9<sup>th</sup> 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: Belinda Garland Manager  
First Last Department / Company / Organization Name

Today's Date: 7-3-18 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:

Consideration & possible approval for Torrance County  
Commissioners & County Manager to attend  
White House Conference.

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: \_\_\_\_\_



**Belinda Garland**

---

**From:** Carter, Britt S. EOP/WHO <Brittany.S.Carter@who.eop.gov>  
**Sent:** Saturday, June 30, 2018 4:01 PM  
**To:** Carter, Britt S. EOP/WHO  
**Subject:** Invitation: White House Conference with New Mexico County Leaders



The White House Office of Intergovernmental Affairs would like to invite you to a

***White House Conference with New Mexico County Leaders  
and White House Residence Tour***

**July 27, 2018**

**10:30 AM – *White House Tour***

**1:00 PM – *Conference***

We look forward to hosting you to develop a working relationship between the White House and County Leaders from the state of New Mexico.

***If you are able to attend, please submit your information in the secure form below by 1:00 PM on Friday, July 20. This invitation is non-transferrable unless discussed with the White House Office of Intergovernmental Affairs. Please be sure to fill out the link below if you plan to attend the Tour and the Conference.***

**Conference and Tour Registration Link:**

**<https://events.whitehouse.gov/form/RsvpFormEvents?rid=WDG9YVXF68>**

Please note that it is essential that all information is submitted accurately, and that there are no discrepancies between the information submitted and what is listed on the ID presented to Secret Service. **Please note that your name and city of residence submitted must exactly match what is listed on your ID.** Secret Service will not permit you to bring purses/bags, iPads or portfolios on the White House Tour.

*\*Please note that lodging, parking and transportation are not provided.*

More details forthcoming, including arrival instructions, from Britt Carter at [Brittany.S.Carter@who.eop.gov](mailto:Brittany.S.Carter@who.eop.gov). Event updates will be sent to the email address that you register with in the "Conference Registration Link."

Sincerely,

Britt Carter  
Associate Director of White House Intergovernmental Affairs

## Belinda Garland

---

**From:** Rebecca Long <rlong@leacounty.net>  
**Sent:** Thursday, July 05, 2018 9:19 AM  
**To:** Belinda Garland; Nita Taylor  
**Cc:** Sandra Stout-Brito; Gay West; Rick Rudometkin; Mike Gallagher; Steve Kopelman; jesparsen@nmcounties.org; Managers Affiliate  
**Subject:** RE: White House Invitation

Belinda,  
We are working on that now. Should have word for everyone today.  
Thanks,  
Rebecca Long

---

From: Belinda Garland [bgarland@tcnm.us]  
Sent: Thursday, July 05, 2018 8:52 AM  
To: Nita Taylor; Rebecca Long  
Cc: Sandra Stout-Brito; Gay West; Rick Rudometkin; Mike Gallagher; Steve Kopelman; jesparsen@nmcounties.org; Managers Affiliate  
Subject: RE: White House Invitation

Is there are motel that all of the counties are going to try and stay at?

Belinda Garland  
Torrance County Manager  
205 S 9th Street  
PO Box 48  
Estancia, NM 87016  
(505) 544-4702

From: Nita Taylor [mailto:NTaylor@lincolncountynm.gov]  
Sent: Wednesday, July 04, 2018 2:06 PM  
To: rlong@leacounty.net  
Cc: Sandra Stout-Brito <sstout@leacounty.net>; Gay West <gay@co.eddy.nm.us>; Rick Rudometkin <rrudometkin@co.eddy.nm.us>; Mike Gallagher <mgallagher@leacounty.net>; Steve Kopelman <skopelman@nmcounties.org>; jesparsen@nmcounties.org; Managers Affiliate <Managers.Affiliate@nmcounties.org>  
Subject: RE: White House Invitation

Thanks Commissioner. Do you have estimated flight costs?

Nita

Sent from my Verizon 4G LTE Droid  
On 3 Jul 2018 7:10 pm, Rebecca Long <rlong@leacounty.net<mailto:rlong@leacounty.net>> wrote:  
Nita,  
As soon as we have info on the hotel costs, we will forward to you.  
Hope to have this on Thursday.

Thanks,  
Rebecca Long

---

From: Nita Taylor [NTaylor@lincolncountynm.gov]  
Sent: Tuesday, July 03, 2018 6:08 PM  
To: Rick Rudometkin  
Cc: Sandra Stout-Brito; Rebecca Long; Gay West; Mike Gallagher; Steve Kopelman; jesparsen@nmcounties.org<mailto:jesparsen@nmcounties.org>; Managers Affiliate  
Subject: RE: White House Invitation

Has anyone conducted any per person cost analysis? I'm checking with my commission now to see who's interested but I know they will want to know the cost. Thanks.

Nita Taylor  
Lincoln County Manager

Sent from my Verizon 4G LTE Droid  
On 3 Jul 2018 5:32 pm, Rick Rudometkin  
<rrudometkin@co.eddy.nm.us<mailto:rrudometkin@co.eddy.nm.us>> wrote:  
Hi Mike,

Looks like we will have 4 Commissioners and their 1 guest each, Mr. President Elect Sheriff Cage and possible guest , and myself and possibly my young daughter, (if allowed).

So 12 thus far. This could change. At least this will give you an idea. Is this ok?

Thank you,

Rick J Rudometkin, CPM, ICMA-CM  
County Manager

Eddy County, NM  
Main: (575) 887-9511  
Fax: (575) 234-1835

rrudometkin@co.eddy.nm.us<mailto:rrudometkin@co.eddy.nm.us>  
www.flyroswell.com<https://urldefense.proofpoint.com/v2/url?u=http-  
3A\_\_www.flyroswell.com&d=DwMFAg&c=euGZstcaTDllvimEN8b7jXrwqOf-  
v5A\_CdpnVfiiMM&r=MMdKYuQXXUpQH9swnc8zH8Axf4Qfev0vq7Xodz2NvZM&m=JVomj1Vr-  
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\_KxvnaQAFIA5FNAmbKbJF7HSD9ZE&e=>

Confidentiality Notice:

This e-mail, including all attachments is for the sole use of the intended recipient (s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited unless specifically provided under the New Mexico Inspection of Public Records Act. If you are not the intended recipient, please contact the sender and destroy all copies of this message.

-----Original Message-----

From: Mike Gallagher <mgallagher@leacounty.net<mailto:mgallagher@leacounty.net>>  
Sent: Tuesday, July 3, 2018 2:33 PM  
To: Managers Affiliate <Managers.Affiliate@nmcounties.org<mailto:Managers.Affiliate@nmcounties.org>>

Cc: Rebecca Long <rlong@leacounty.net<mailto:rlong@leacounty.net>>; Steve Kopelman <skopelman@nmcounties.org<mailto:skopelman@nmcounties.org>>; jesparsen@nmcounties.org<mailto:jesparsen@nmcounties.org>; Sandra Stout-Brito <sstout@leacounty.net<mailto:ssout@leacounty.net>>  
Subject: Fwd: White House Invitation

Good afternoon Managers!

Please see the below email regarding an invitation for NM County Commissioners & County Managers to participate in meetings & attend a tour of the White House on July 27, 2018.

Please let me know if you have questions.

Please also let me know if you ( or a commissioner(s) from your county ) will attend.

Hopefully everyone will be able to take advantage of this special opportunity.

I hope to see you in DC.

Thank you & happy 4th of July !

Mike Gallagher

Begin forwarded message:

> \_\_\_\_\_  
> From: Rebecca Long [rlong@leacounty.net]  
> Sent: Tuesday, July 03, 2018 2:11 PM  
> To: Commissioners 2; Commissioners 1  
> Cc: skopelman@nmcounties.org<mailto:skopelman@nmcounties.org>  
> Subject: White House Invitation  
>  
> 7-3-2018  
>  
> Good afternoon,  
>  
> YES, this is real !  
> All New Mexico County Commissioners and County Managers are invited to the White House on July 27, 2018.  
> Each commissioner and each manager may bring 1 guest.  
> Each of you should have already received an invitation from the White House and should reply as instructed in that email. There is an area at the bottom to add your guest's name and information.  
>  
> I am very pleased to have this opportunity to share our needs and concerns with the White House. Commissioners from other states have already attended this conference and we will forward their thoughts as soon as we receive them.  
>  
> Joy Esparsen with New Mexico Counties is checking to see if any hotels close to the White House offer a discounted room rate for this visit.  
>  
> The schedule is as follows:  
>  
> July 27, 2018  
>  
> 10:30 AM - White House Tour  
> 1:00 PM - Conference  
>  
> I look forward to seeing you all in Washington, D.C.

>  
> Sincerely,  
> Rebecca Long  
> President, New Mexico Counties

>  
> --  
> You received this message because you are subscribed to the Google Groups "Commissioners Affiliate Bernalillo - Luna" group.  
> To unsubscribe from this group and stop receiving emails from it, send an email to [commissioners.bernalillo-luna+unsubscribe@nmcounties.org](mailto:commissioners.bernalillo-luna+unsubscribe@nmcounties.org)<<mailto:commissioners.bernalillo-luna+unsubscribe@nmcounties.org>>.

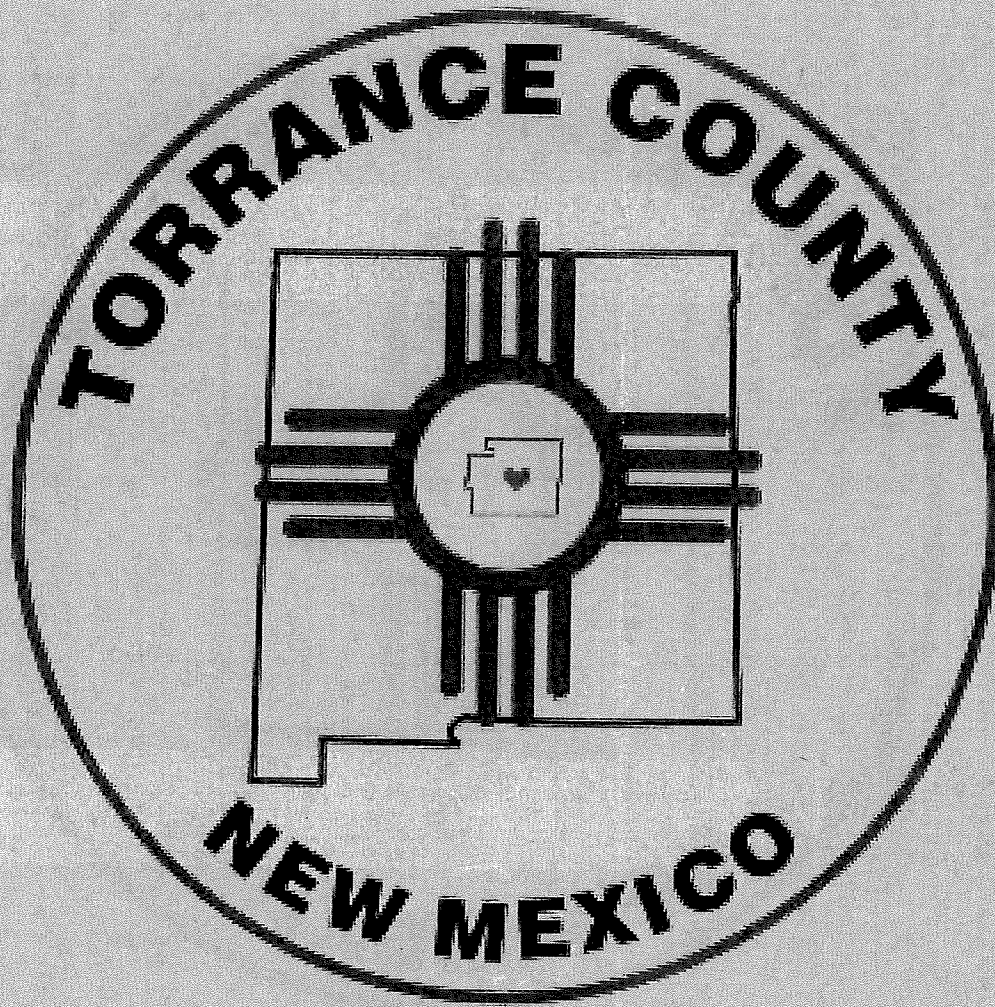
--  
You received this message because you are subscribed to the Google Groups "Managers Affiliate" group.  
To unsubscribe from this group and stop receiving emails from it, send an email to [Managers.Affiliate+unsubscribe@nmcounties.org](mailto:Managers.Affiliate+unsubscribe@nmcounties.org)<<mailto:Managers.Affiliate+unsubscribe@nmcounties.org>>.

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You received this message because you are subscribed to the Google Groups "Managers Affiliate" group.  
To unsubscribe from this group and stop receiving emails from it, send an email to [Managers.Affiliate+unsubscribe@nmcounties.org](mailto:Managers.Affiliate+unsubscribe@nmcounties.org)<<mailto:Managers.Affiliate+unsubscribe@nmcounties.org>>.

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You received this message because you are subscribed to the Google Groups "Managers Affiliate" group.  
To unsubscribe from this group and stop receiving emails from it, send an email to [Managers.Affiliate+unsubscribe@nmcounties.org](mailto:Managers.Affiliate+unsubscribe@nmcounties.org)<<mailto:Managers.Affiliate+unsubscribe@nmcounties.org>>.



*Agenda Item*  
*No. 7*



*Agenda Item*  
*No. 8*





## UPDATES

✓

- Various County Departments
- Commission
- County Manager
- Other Boards, Land Grants
- Forest Service



*Agenda Item  
No. 9*

**PROFESSIONAL SERVICES AGREEMENT  
EVYFC RAC SERVICE COORDINATOR**

**THIS AGREEMENT** is entered into by and between the County of Torrance and Sid Ware, whose address is PO Box 2844, Moriarty, NM 87035, henceforth known as the "Contractor" and/or RAC Service Coordinator".

**WHEREAS**, the County of Torrance is the government entity in Torrance County receiving and administering funds from the New Mexico Children, Youth and Families Department to develop programs/services which provide non-secure alternatives to detention for juvenile offenders in the County.

**WHEREAS**, there is an on-going need for professional services necessary to perform the Statement of Work as set out herein; and,

**WHEREAS**, the Torrance County purchasing office has made a determination that a contract not exceeding one (1) year would serve the best interests of Torrance County by providing for continuity and consistency in the operations of the Torrance County Juvenile Justice Board.

**NOW THEREFORE**, the County and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

**I. Period of Agreement**

This Agreement shall become effective July 1, 2018 and shall terminate on June 30, 2019, unless terminated pursuant to Article IX (9), *infra*.

**II. Statement of Work**

The Contractor shall provide the program of services as set forth in the scope of work, which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article V or Article IX (9), *infra*.

**III. Limitation of Cost**

The total amount of the monies appropriated to the Contractor and made payable to the Contractor under this Agreement shall not exceed forty-five thousand dollars and zero cents (**\$45,000.00**) for FY 2019 and as approved by Children, Youth & Families Department in subsequent years. The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

**IV. Compensation**

- a. The total amount payable to the Contractor under this Agreement for FY 2019, including gross receipts tax and expenses, shall not exceed \$45,000.00 and shall be invoiced and billed monthly. Payments shall only be made as outlined in the budget which is made part of this Agreement as Attachment 2-Budget. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein. **The total amount payable to Contractor for**

**subsequent future years shall be in conformance with budgeted amounts approved by the Children, Youth & Families Department.**

- b. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the **Scope of Work-Attachment 1**. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. The total amount of the monies payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed forty-five thousand dollars and zero cents \$45,000.00 for FY 2019. All invoices **MUST BE** received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.
- c. Contractor must submit a detailed statement of accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance.

#### **V. Appropriations.**

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

#### **VI. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

#### **VII. Campaign Disclosure.**

The Contractor shall submit a signed **Campaign Contribution Disclosure**, which is attached; Attachment 3—**Campaign Disclosure**.

### **VIII. Return of Funds**

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the County.

### **IX. Termination of Agreement**

- a. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. **By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY OR STATE OF NEW MEXICO IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.**

### **X. Funds Accountability**

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

### **XI. Maintenance of Records**

The County shall maintain records as required of any administering state County pursuant to applicable state law and regulation. The Contractor shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three (3) years.

### **XII. Confidentiality**

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

### **XIII. Bribes, Gratuities and Kickbacks Prohibited.**

Bribes, gratuities and kickbacks are expressly prohibited. This contract incorporates by reference, as if fully stated herein, the applicable criminal laws prohibiting bribes, gratuities and kickbacks as required by NMSA 1978, § 13-1-191.

### **XIV. Amendments**

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

**XV. Assignment**

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

**XVI. Applicable Law**

This Agreement shall be governed by the laws of the United States and the State of New Mexico.

**XVII. Insurance**

The Contractor shall obtain and maintain at all times during the term of this contract, a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The policy shall be secured by the Contractor within thirty (30) days of the effective date of the current contract.

The Contractor shall provide professional liability insurance for any of its Employees that may assist in the performance of services pursuant to this Agreement, in accordance with the provisions of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978 as amended.

**XVIII. Execution of Documents**

The County and the Contractor agree to execute any document(s) necessary to implement the terms of the Agreement.

**XIX. Sub-Contracts**

The Contractor shall be ultimately responsible for all items enumerated in Attachment 1 of this Agreement. The Contractor shall seek advance approval from the County of all Sub-contracts, including qualifications and job descriptions for any professional service sub-contract.

**XX. Equal Opportunity Compliance**

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

**XXI. Workers' Compensation**

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

**XXII. Lobbying Certification**

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any County, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any County, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**IN WITNESS WHEREOF**, the County and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

**County**

\_\_\_\_\_ Date: \_\_\_\_\_  
Julia Ducharme, Commission Chair

Approved as to form:

\_\_\_\_\_ Date: \_\_\_\_\_  
Dennis K. Wallin, County Attorney

**Contractor**

\_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Title of Authorized Signatory

**Attachment 1 – Scope of Work**  
**Torrance County**

The Torrance County Board of Commissioners is contracting for a Service Coordinator for the Reception and Assessment Center (RAC) now called the Back on T-RAC program. The goal of the Back on T-RAC Program is to reduce recidivism and divert youth from further involvement in the juvenile justice system through early intervention, planning, goal setting, measurement, and assessment. The contracted RAC Service Coordinator implements this program to ensure at-risk youth, and youth offenders are diverted from the criminal justice system; by providing a service plan with referrals to pertinent agencies for intervention strategies. The contractor may be the first, or second point of contact for parents or guardians when a referral is received. The contractor will administer assessments to youth involved in the program so a relevant service plan can be implemented. The contractor will work to support the mission of the EVYFC (Estancia Valley Youth & Family council), its programs, its relationship with other agencies, and its standing in the community. The contractor takes direction and supervision from Torrance County; however, the contract will be executed, modified or terminated, with the approval of the Torrance County Board of Commissioners.

**ESSENTIAL FUNCTIONS**

1. Work closely with and under their supervision of the Continuum Coordinator to ensure all quality standards and goals are met, plan, organize and supervise all activities of the RAC Program. Including administering JIFF assessments, Ansell Casey assessments, supervising youth and managing their activities; and maintaining and growing partnerships with other interrelated agencies.
2. The Back on T-RAC Program Provider should be stationed at the RAC building located at 200 Center Ave, in Moriarty, NM during school hours no less than three days per week. These days are Mondays, Tuesdays, and Thursdays unless the school is closed. In the event the provider is unable to be present during these hours, they must contact the Continuum Coordinator for coverage to ensure the program remains operational.
3. Implements and monitors program data, outcomes, activities and facilities; conducts eligibility intake assessments with referred youth and their parent(s); provides community/agency referrals; facilitates the educational components; monitors youth at 30 and 60-day marks or longer, to ensure youth complete the Service Plan and any requirements made by the referring agency or program. Program components currently identified include:
4. The results of the JIFF assessment and/or Ansell Casey Assessment must be presented to the parents to ensure they are an integral part of the youth's success in the program. If this is not possible, a log must be kept documenting the attempts the provider has made. A copy of any assessments must be available to the referring agency, and another copy must be kept on file at the RAC Building for data.
5. All youths must conduct an exit interview where they will fill out an exit survey, preferably with the parents. If this is not possible, the youth may complete the survey, and exit if they have met all requirements of the referring agency.
6. All data collected must be kept at the RAC Building in an individual file for each youth for data and record keeping purposes.



7. The RAC Provider must keep a contact log in each file demonstrating contact they have with youth or parents. The provider must also complete all logs which pertain to the youth and their progress through the program. This may include sign in sheets, completion forms, certificates of completion, termination letters, time or activity logs, sign in logs at local schools, permission forms, and file checklists for each youth.
8. If the parent/s/guardian/s or youth do not meet or refuse to participate in every part of this program, the RAC provider will refer them to the juvenile Probation Officer for further action.
  - a. To provide assessment and case management services to at-risk youth in the community. All youths enrolled in the RAC program will be assessed using the Juvenile Inventory for Functioning (JIFF) assessment, and /or an Ansell Casey assessment from which an individualized service plan will be developed. Youth will be tracked for a minimum of 60 days in the program to help facilitate a connection to services. Each youth will have a follow up meeting with the RAC Service Provider on or before the 30th and the 60th days in the program. If the youth is enrolled beyond 60 days; the RAC provider will follow up with the youth at least every 30 days thereafter until the youth exits the program.
  - b. PERFORMANCE MEASURES FOR RAC PROGRAM
    1. Number youth served in the program and their demographics.
    2. Measure of progress determined by a before and after comparison of JIFF/Casey assessment. At least 60% of all participating youth must complete the JIFF assessment.
    3. Measure of progress determined by results of exit survey and interview.
    4. Number of youth who complete the program in its entirety and number of youth who do not. 50% of all youth who enter the program must successfully complete it.
    5. Determine effectiveness of program by measuring recidivism. The Juvenile probation officer will be contacted at the 6-month and 12-months after a youth has exited the program to determine if the youth has any new offenses or issues. Based on the follow-up period, less than 40% of all youth who complete the program should re-offend and be placed back into the program.
9. Collaborates with juvenile justice and law enforcement agencies, schools, and service providers on juvenile programs and projects to address community needs.
10. Works with Continuum Coordinator to develop partnerships with other community service agencies to expand juvenile diversion program initiatives; advise the TCJJB, the County, juvenile justice and law enforcement agencies on program issues, policies and procedures.
11. Ensures appropriate record keeping and procedures are used for the Program; comply with required record-keeping and data collection practices mandated by funding sources and Torrance County and TCJJB policies; and comply with Federal and State laws and all CYFD policies regarding confidential and non-confidential information.

**MINIMUM QUALIFICATIONS FOR INDIVIDUALS, COMBINED ENTITIES, NON-PROFITS, OR 501(C)(3) ORGANIZATIONS:**

The following qualifications apply to individuals or the entity types listed above. Entities may meet the qualifications by illustrating that the current personnel team meets the minimum qualifications in sum. Entities applying to act as Service Coordinator should provide a detailed explanation of which individuals will complete the various duties and how those individuals meet certain portions of the qualifications such that the total personnel team meets the full set of minimum qualifications. Entities should also provide an operation budget organizational chart as part of the application.

1. Bachelor's Degree in Social Sciences, Criminal Justice, Public Administration, Business Administration or related field AND three years' experience in community services programs. A combination of education, experience and training may be applied in accordance with Torrance County policy;
2. Demonstrated knowledge of accounting, administration, writing, and public speaking; governmental policies; policy and program development; time management; report writing;
3. Proof of General and Professional Liability Insurance;
4. Applicants must meet the following requirements;
  - a. Be at least twenty-one (21) years of age;
  - b. Be a United States Citizen;
  - c. Have a valid New Mexico driver's license;
  - d. Not have been convicted of a felony or any domestic violence conviction or other crime involving moral turpitude;
  - e. Submit to a thorough background investigation;
  - f. Be familiar with keyboarding and computer systems;
  - g. Not have been convicted of a DUI within the last five years;
  - h. Torrance County requirements for insurance and bonding;
  - i. Provide an Employee Code of Conduct.

**PREFERRED QUALIFICATIONS:**

1. Demonstrated knowledge of juvenile justice and delinquency prevention issues in New Mexico to include prevention, public information and education, law enforcement, screening, substance abuse treatment, compliance monitoring and alternative sentencing;
2. Knowledge of regional community resources including service agencies, funding sources and their role in the local community;
3. Demonstrated knowledge of local government processes for the procurement of services and goods; ability to develop and negotiate scope of services for professional service contracts; ability to monitor contractors in meeting grant and contractual obligations;
4. State and Federal ethical standards for working with youth.

**WORKING CONDITIONS:**

Work is performed as a contract and the contractor is required to provide the necessary equipment needed to perform the job. There is field work required in conducting community relations activities and juvenile delinquency diversion programs and prevention programs. Position involves competing demands, performing multiple tasks, working to meet deadlines, occasional work beyond a normal business hours, and responding to customer issues.

A budget including professional services shall not exceed \$48,220.00. Costs associated with youth stipends, JIFF assessment fees, and RAC office space and utilities have been budgeted separately and are not part of the professional services component. Applicants may contact the County Manager's Office for a detailed breakout of available funding between the State of New Mexico Children, Youth and Families Department and Torrance County.

SAFETY SENSITIVE POSITION REQUIRES DRUG AND ALCOHOL TESTING ACCORDING TO TORRANCE COUNTY POLICY.

**DISCLAIMER:**

The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This position is funded by a combination of County, State and Federal Grant Funds. Accordingly, the position is subject to the availability of funding.

**Attachment 2 – Budget**  
**Torrance County**

\$250 per day X 180 days Projected 250 youth served	\$45,000
<b>TOTAL BUDGET</b>	<b>\$45,000</b>

**Attachment 3 – Campaign Disclosure**  
**Torrance County**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, 13-1-191.1 (2006), any person seeking to enter into a contract with any state or agency or local public body for **professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two year prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.





## Estancia Valley Youth & Family Council

PO Box 48  
Estancia NM 87016  
505-544-4700

June 29, 2018

Janet Musolf  
CYFD Juvenile Justice Program  
Santa Fe, New Mexico

Dear Ms. Musolf:

On behalf of the Estancia Valley Youth & Family Council and the Torrance County Commission, I am requesting approval of the Back on T-RAC/ RAC Service Provider Contract for FY19. The subcontract is for grant agreement # **19-690-15201**, which will be fulfilled by Sid Ware. Mr. Ware will perform the duties listed under Scope of Work, Section C, item 1 in the referenced agreement. His contact information is as follows:

**Sid Ware**, PO Box 2844 Moriarty, NM 87035, ph. 505-453-5854, CRS # 03-334266-00-5,  
Fed ID# 81-1382427

The proposed start date for contract is 7/1/2018 and ends on 6/30/2019.

Please contact me with any questions.

Thank you,

Belinda Garland  
County Manager

**PROFESSIONAL SERVICES AGREEMENT  
EVYFC CONTINUUM COORDINATOR  
(Multi-term)**

**THIS AGREEMENT** is entered by and between the County of Torrance and Jenea Ortiz whose address is 609 Lassiter Street Estancia, NM 87016, henceforth known as the "Contractor" and/or "Continuum Coordinator".

**WHEREAS**, the County of Torrance is the government entity in Torrance County receiving and administering funds from the New Mexico Children, Youth and Families Department to develop programs/services which provide non-secure alternatives to detention for juvenile offenders in the County; and,

**WHEREAS**, there is an on-going need for professional services necessary to perform the Statement of Work as set out herein; and,

**WHEREAS**, the Torrance County purchasing office has made a determination that a multi-term contract not exceeding three (3) years would serve the best interests of Torrance County by providing continuity and consistency in the operations of the Torrance County Juvenile Justice Board.

**NOW THEREFORE**, the County and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

**I. Period of Agreement**

This Agreement shall become effective July 1, 2018 and shall terminate on June 30, 2019, unless terminated pursuant to Article V or Article IX, *infra*.

**II. Statement of Work**

The Contractor shall provide the program of services as set forth in the scope of work, which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article V or terminated pursuant to Article IX, *infra*.

**III. Limitation of Cost**

The total amount of the monies appropriated to the Contractor and made payable to the Contractor under this Agreement shall not exceed thirty-three, thousand nine hundred dollars (**\$33,900.00**) for FY 2019 and as approved by Children, Youth & Families Department in subsequent years. The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

**IV. Compensation**

- a. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$33,900.00. Payments shall only be made as outlined in the budget which is made part of this Agreement as Attachment 2-Budget. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein. **The total**



**amount payable to Contractor for subsequent future years shall be in conformance with budgeted amounts approved by the Children, Youth & Families Department.**

- b. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the **Scope of Work-Attachment 1**. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. The total amount of the monies payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed \$33,000.00 for FY 2019. All invoices **MUST BE** received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.
- c. Contractor must submit a detailed statement of accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance.

#### **V. Appropriations.**

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

#### **VI. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

#### **VII. Campaign Disclosure.**

The Contractor shall submit a signed **Campaign Contribution Disclosure**, which is attached; Attachment 3—**Campaign Disclosure**.

#### **VIII. Return of Funds**

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the County.



## Estancia Valley Youth & Family Council

PO Box 48  
Estancia NM 87016  
505-544-4700

June 29, 2018

Janet Musolf  
CYFD Juvenile Justice Program  
Santa Fe, New Mexico

Dear Ms. Musolf:

On behalf of the Estancia Valley Youth & Family Council and the Torrance County Commission, I am requesting approval of the Continuum Coordinator Contract for FY19. The subcontract is for grant agreement # **19-690-15201**, which will be fulfilled by Jenea Ortiz. Ms. Ortiz will perform the duties listed under Scope of work, Section B, items 1-7 in the referenced agreement. Her information is as follows:

**Jenea Ortiz**, 609 Lassiter Street Estancia, NM 87016, 505-288-9209, CRS# 03-344292-00-4,  
SS# 585-33-7288

The proposed start date for the contract is 7/1/2018 and ends on 6/30/2019.

Please contact me with any questions.

Thank you,

Belinda Garland  
County Manager



*Agenda Item  
No. 10*



***TORRANCE COUNTY***  
**RESOLUTION # 2018-**  
**Budget Increase**

**WHEREAS**, the Torrance County Commission in regular session on Wednesday, July 11<sup>th</sup> 2018 did propose to authorize a budget increase in the FY 2017-18 Budget, and

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

**WHEREAS**, we request authorization for the following budget increase:

(See Attachment A)

**NOW THEREFORE**, we respectfully request approval for the attached budget increase in the FY 2017-18 budget from the Department of Finance and Administration.

**DONE** at Estancia, New Mexico, Torrance County this 11th day of July 2018.

**TORRANCE COUNTY COMMISSION**

\_\_\_\_\_  
James W. Frost, District 1

\_\_\_\_\_  
Julia DuCharme, District 2

\_\_\_\_\_  
County Clerk  
DFA Approval

\_\_\_\_\_  
Javier E. Sanchez, District 3



*Agenda Item  
No. 11*



**TORRANCE COUNTY**  
**RESOLUTION # 2018-**

**Cash Transfers & Line Item Transfers Between Funds**

**WHEREAS**, the Torrance County Commission in regular session on Wednesday, July 11th 2018 did propose to authorize cash transfers and line item transfers between funds in the FY 2017-18 Budget, and

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

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

**CASH TRANSFERS:**

**LINE ITEM TRANSFER:**

**NOW THEREFORE**, it is respectfully requested that these cash transfers and line item transfers between funds in the 2017-18 FY budget be approved by the Department of Finance and Administration.

**DONE** at Estancia, New Mexico, Torrance County this 11th day of July 2018.

**TORRANCE COUNTY COMMISSION**

\_\_\_\_\_  
**James W. Frost, District 1**

**Attest:**

\_\_\_\_\_  
**Julia DuCharme, District 2**

\_\_\_\_\_  
**County Clerk**

\_\_\_\_\_  
**Javier E. Sanchez, District 3**

**DFA Approval**



*Agenda Item  
No. 12*

## RPHCA CONTRACT CONTACT PERSONNEL FY19

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

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

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



**FY19  
GOVERNING BOARD & LOCAL/REGIONAL ADVISORY BOARD  
TORRANCE COUNTY/PMS MOUNTAINAIR FAMILY HEALTH CENTER**

Name/ Office Held	Board (G/A)	Gender (M/F)	Ethnicity	Occupation/ Expertise	(L)ive (W)ork in service area	Board Term Expires	Years Continuous Service	Consumer of Services (Y/N)
Janet Douglas	A	F	A	Education and Business/Retired	L	NA	22	Y
Linda Fillippi	A	F	A	School Based Health/Retired	L	N/A	10	Y
Audrey Rodriguez	A	F	A	Public Health Nurse/Retired	L	N/A	22	Y
Susan Smith	B	F	A	Education/Children Services	L/W	N/A	15	Y
Bernadine Dial	A Honorary Member	F	A	Honorary Community Member	L	N/A	13- Officially retired	Y
Jack Lockridge	A	M	A	Government Sector/Retired	L	N/A	1	Y
Nancy Lockridge	A	F	A	Community Member/Retired	L	N/A	1	Y
Lori Autrey	A	F	A	Rph	L/W	N/A	9	Y
Belinda Garland	A	F	A	Torrance County Manager	W	N/A	2	N
Shana Brazil-Perea	A	F	A	PMS Torrance County Head Start	L/W	N/A	17	Y
Rick Gonzales	A	M	Hispanic	PMS Torrance County SR. Program	L/W	N/A	17	N

**Instructions:**

This chart is to be completed to identify all Governing Board members and Local/Regional Advisory Board members, where applicable.

- Identify the required information for each Governing Board Member.
- Identify the required information for each member of each Local/Regional Advisory Board.

In the second column, Board (G/A), the **G** stands for Governing Board Member and the **A** stands for

Local/Regional Advisory Board Member.

RPHCA Program FY19  
Annual Projected Operations Form - Page 1

revised 2/6/18

<b>Organization Name: Torrance County Commission</b>		<b>Contract #</b>	
<b>Reporting Site: PMS/Mountainair Family Health Center</b>		<b># of Clinics</b> 1	
<b>Action Plan Item</b>		<b>Projected Annual Target</b>	
<b>Level of Operations</b>	Total Number of Primary Care Encounters	4,260	
	By Provider Type:		
	Physician Encounters	500	
	Midlevel Practitioner Encounters	2,900	
	Dentist Encounters	n/a	
	Dental Hygienist Encounters	n/a	
	Behavioral Health Encounters	860	
	All Other Licensed/Certified Provider Encounters	n/a	
	By Payment Source:		
	Sliding Fee Encounters-Medical	130	
	Sliding Fee Encounters - Dental	n/a	
	Medicaid Encounters - Medical	1,858	
	Medicaid Encounters - Dental	n/a	
	County Indigent Encounters	n/a	
	Other 3 <sup>rd</sup> Party Encounters	935	
	Medicare Encounters	1,305	
100% Self Pay (non-discounted/non-3 <sup>rd</sup> party) Encounters	32		
<b>Unduplicated Number of Users</b>	Total # of unduplicated users	1,208	
	At or Below Poverty	633	
	Between Poverty and 200% of Poverty	507	
	Above 200% of Poverty	68	
	Unknown	n/a	
<b>Staffing Level</b>	Administrative Staff	1.8	
		Clinical FTEs	Admin FTEs
	Physicians	0.25	n/a
	Certified Nurse Practitioners	1	n/a
	Physician Assistants	n/a	n/a
	Certified Nurse Midwives	n/a	n/a
	Dentists	n/a	n/a
	Dental Hygienists	n/a	n/a
	Behavioral Health Professionals (linked to BH encounters)	1	0.5
	Community Health Workers	n/a	
	Clinical Support Staff	2.95	
All Other Staff	0.5		
<b>Primary Care Financial Information</b>	Total Primary Care Revenues - all sources	605,233	
	Sliding Fee Revenues – Medical	22,027	
	Sliding Fee Revenues - Dental	n/a	
	Medicaid Revenues - Medical	296,166	
	Medicaid Revenues - Dental	n/a	
	County Indigent Fund Revenues	n/a	
	Other 3 <sup>rd</sup> Party Revenues	64,195	
	Medicare Revenues	122,705	
	100% Self Pay (non-discounted/non-3 <sup>rd</sup> party) Patient Revenues	5,506	
	Contracts/Grants Revenues (including RPHCA)	94,634	
	Total Primary Care Expenditures	622,755	
	Total Primary Care Charges	749,841	
	Sliding Fee Discounts - Medical	44,150	
	Sliding Fee Discounts - Dental	n/a	

RPHCA Program FY19  
Annual Projected Operations Form - Page 2

revised 2/6/18

<b>Organization Name: Torrance County Commission</b>		<b>Contract #</b>
<b>Reporting Site: PMS/Mountainair Family Health Center</b>		<b># of Clinics</b> 1
<b>Projected User Information</b>	Total Number of Users to be Served	1,208
	Number Female	679
	Number Male	529
	Number Hispanic	565
	Number Non-Hispanic White	483
	Number Native American	16
	Number Black	14
	Number Other	130
	Total Number by Age Category	
	0-12	182
	13-19	147
	20-44	294
	45-64	337
	65+	248
Number of Medicaid Users	502	
<b>Reimbursement Rates</b>	FQHC	\$162.39
	RHC	n/a
	Other (specify)	n/a
	Other (specify)	n/a
<b>Board Meetings</b>	Does the Governing Board meet on a regular basis? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	Indicate dates and time of meetings. (example: 3rd Tuesday of each month at 7pm) The PMS Board meets monthly.	
<b>Board Meetings</b>	If applicable, does the Advisory Board meet on a regular basis? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	Indicate dates and time of meetings. (example: 3rd Tuesday of each month at 7pm) The RCGC meets quarterly.	
Prepared by: L. Stephens, PMS Grants and Contracts Manager		
		Date: 6/27/2018

## NARRATIVE/CONTRACT ACTION PLAN FOR FISCAL YEAR 2019

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

**Estimated level of services for primary health care:** *Include a listing of the types of services offered. Please explain if services will be the same, increased or decreased in comparison to FY18. Failure to achieve 90 percent of projections could result in funding reductions.*

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

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

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

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

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

In FY19 the MFHC anticipates providing 4,260 **primary care** encounters, to include 3,400 medical and 860 behavioral health encounters. This is a decrease from FY18 projections, and is consistent with current productivity and projected staffing levels.

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

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

<u>Position</u>	<u>FTE</u>
Physician	0.25
Nurse Practitioner	1.0
Medical Assistant II	1.8
Administrator II	0.5
Administrative Assistant	0.3
Customer Access Representative	1.0
Clinical Services Admin BH	0.5
BH Telehealth	0.15
MH Therapist	1.0
Community Support Worker	1.0
Custodian	0.5

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

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

PMS has a standardized procedure for recruitment across programs. Positions are posted through the Corporate Offices Human Resources Department. PMS has a dedicated recruitment staff assigned primarily to professional recruitment activities; this staff attends national recruitment events. Position postings are advertised in local, regional, national or special target population print or electronic media. Local, regional and/or statewide newspapers are used as a primary communication source dependent upon the type of position available and the likelihood of viable candidates accessing the advertisement. When vacancies occur in professional medical positions, the clinic utilizes the recruitment services of the PMS Recruitment Department, Corporate Clinical Affairs Office, New Mexico Health Resources, private recruitment firms, Medical School contacts, and the Human Resource Department to promote recruitment efforts. The clinic also utilizes the PMS Website Jobs Page to complement their recruitment efforts. Recruitment is an ongoing effort with varying degrees of success. The system has improved its

recruitment and retention options by adjusting professional salary scales upward to reflect similar positions in the region and affected disciplines. This provides a foundation for posturing with new and existing employees in a more competitive salary market. When clinical vacancies occur that will lead to a reduction in encounters during the contract period, the clinic will utilize Locum Tenens from the UNM School of Medicine, New Mexico Health Resources and private sources to assure that direct service delivery is maintained.

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

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

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

After hours calls are handled by a voicemail system that instructs patients to call 911 in an emergency. For clients having a BH emergency we call the 24-hour NM CALL4Help Crisis response line. We also ask that the caller leave a message for non-emergent conditions so the clinic can contact them during the next business day. If an emergency situation develops during the course of normal business hours clinic staff stabilize the patient and call 911 for transport to an area hospital for an appropriate level of care.

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

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

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

We now have a 1.0 FTE therapist and a 1.0 Community Support Worker. Warm hand-off takes place between medical and behavioral health. Medical and BH staff work closely together in the coordination of care. We also offer medication management services 1 day a week via telehealth,

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

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

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

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

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

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

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

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

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

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

Health Center staff, working with the receptionist for the clinic is responsible for the oversight of the follow-up process on hospital discharges, specialty referral follow-up, and laboratory result review with the provider, signing abnormal findings and instructing staff on necessary contact with patients, as well as reviewing each no show to determine the need for follow up. Clinic staff also ensures that no show patients receive appointments if necessary and sends reminders to patients requiring follow up on pap smears, mammography screens, or other tests or treatments.

**Integration and coordination with public and private providers:**

*RPHCA contractors are expected to work cooperatively with local DOH programs. Describe participation in collaborative efforts with other providers in the community or region (i.e. participation with community health councils, activities of local/regional primary care advisory boards, activities with the Department of Health Public*



Health Offices, etc.). Include a description of proposed and on-going collaborative efforts and projects designed to avoid duplication and improve integration of services.

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

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

These links represent a broad spectrum of services to the underserved in the county and assure that the clinic will have constant exposure to the needs of vulnerable populations in the service area. PMS and the Torrance County Commission have developed a strong working relationship. These collaborations will be sustained during the coming year.

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

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

These collaborative initiatives are also intended to reduce gaps in service and avoid duplication allowing the community to benefit from effective use of scarce resources to meet their needs.

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

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

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

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

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

In order to maintain our patient base, the Mountainair Family Health Center staff sustains regular interactions at the local senior citizen center, local exercise groups and any other community opportunities that present themselves. These populations are important users of the clinic facilities and represent a communication link to family members who also use the clinic. We are providing blood pressure checks and some health education at community events, senior programs, schools etc. as a strategy for promoting referrals to the clinic and/or providing information to the community at large

about the availability of services at the clinic. Clinic staff is also doing presentations through Rotary to other local groups, such as the Head Start program. We continue to accept new patients. We are providing more informational fliers within the community promoting services offered at the clinic. The clinic also works with the county, local government agencies, schools, faith community, and other low income serving agencies to assure the indigent populations are aware of their ability to access affordable primary care services. The clinic has a stable population of users who are very committed to the clinic and market it to the community on their own as well. The health center has not reached full capacity but remains very busy.

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

Organizational Structure: The Torrance County Commission is the governing body of the Mountainair Family Health Center. The Governing Board passes ordinances, resolutions and regulations necessary to affect the powers granted to it. Ordinances passed by the governing body cannot be inconsistent with applicable federal and state laws and constitutions, except to the extent allowed pursuant to the N.M. Constitutional home rule provisions. The Torrance County Commission is currently operating the Mountainair Family Health Center through a Professional Services Contract with Presbyterian Medical Services who is responsible to the County Commission for its day-to-day operations and compliance with regulations related to funding sources, licensing agencies and clinical practice. The Commission will manage the Professional Service Contract with PMS and PMS will manage the clinic under the terms of the contract. Clinic employees are employees of PMS. The clinic has its own clinic administrator and provider who make local management decisions with the PMS Central Region Director. The Region Director reports to the PMS Executive Vice President who is located at the Corporate Office in Santa Fe and is responsible for overall System operations. The Region Director, in concert with the PMS Executive VP, provides staff with access to appropriate PMS support service staff in the areas of information systems, billing/collections, recruitment, clinical affairs, licensing and accreditation, and any other area deemed appropriate.

Although the clinic is governed by the Torrance County Commission, the Mountainair Family Health Center Advisory Board has representation in the PMS Guidance Council organizational structure. PMS is governed by its Board of Directors and has incorporated the Mountainair Family Health Center Health Advisory Board into its clinic Guidance Council system. The PMS Governing Board's primary focus is the oversight of primary care services to medically underserved communities. Many members of this Board are previous members of local Advisory Boards, therefore they are very sensitive to input from local communities. PMS Board members live throughout the State of New Mexico representing the target populations served by PMS programs. The Board is specifically responsible for the following: defining the role and purpose, goals and objectives of the corporation; selecting, evaluating the President of the corporation; establishing personnel policies and procedures; establishing policy for financial management practices; evaluating program activities; adopting health care policies; establishing an ongoing quality improvement/professional affairs and quality assurance program; reviewing the credentials of and appointing physicians, as appropriate; reviewing corporation activities for compliance with applicable federal, state and local laws and regulations; supervising the conduct of the corporations affairs generally in the manner and to the extent commonly pertaining to organizations of the corporations type and purpose. The Governing Board's functions and responsibilities are outlined in the PMS Bylaws that can be found in the State's PMS Institutional File. The Advisory Board is instrumental

in the continued successful operation of the center and assures community input into activities. The Advisory Boards role is to serve as advisors on the local needs of the community, clinic user needs and clinic implementation strategies to the contractor who manages the clinic. Their specific activities include establishment of operating guidelines that define the purpose of the Advisory Board; define the appointment and terms of members; the size, composition and leadership of the Advisory Board; set meeting schedules; refine functions of the Advisory Board; and set forth a statement on nepotism and conflict of interest. Members are residents of the service area and/or consumers of services. Members are representative of the social, economic, linguistic, ethnic, and racial target population characteristics. The Advisory Board meets on a regular basis to consider and provide input on clinic operating decisions related to budget, scope of services, payment policies and procedures, hours of operation and staffing.

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

PMS customers are provided information on complaint and grievance procedures via signage at PMS facilities. Clients, patients, families, guardians, residents, visitors, or anyone who interacts with PMS may file a complaint or grievance verbally or in writing resulting from dissatisfaction with service provided by PMS. On the initial identification of a complaint/grievance, an attempt is made to resolve the issue immediately. PMS customers are encouraged to discuss issues with the Program Administrator at the time the issue occurs. If the grievance cannot be resolved immediately, it is investigated and appropriate action is taken within 10 working days. The investigation will result in a written document that summarizes the findings of the investigation, resolution decision and the method to request a Grievance Committee review if the customer is not satisfied with the resolution decision. Customer notification of the resolution decision will occur five (5) working days after completion of the investigation. If the resolution decision is not acceptable to the customer, the customer can request review by a Grievance Committee within thirty working days from the date of a notification of a resolution decision. The Grievance Committee will consist of at least three (3) members appropriate to the nature of the grievance. The Grievance Committee will review the case on its merits and give a final written decision to the customer and the Program Administrator within ten (10) working days of the Grievance Committee review meeting. This decision is final and binding.

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

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

**Funding Information:** Please indicate funding sources and amounts received in FY 18 from all State, County and Federal sources. Information can be listed for the contractor. No need to breakout each clinic's proportion unless the funding is specific to individual clinics.

Funding Source	Amount	Award Period	Site
RPHCA	\$73,100	7/1/2017 – 6/30/2018	Mountainair FHC
Federal 330	\$20,000	1/1/2018 – 12/31/2018	Mountainair FHC
Local/Other	\$2,000	1/1/2018 – 12/31/2018	Mountainair FHC

**Behavioral Health/Opioid questions:**

What behavioral health services are available at your organization/clinic?

*MFHC offers individual therapy, family and couples therapy, as well as Comprehensive Community Support Services*

If behavioral health services are not provided, explain why (issues, barriers, cost, staffing etc.). *N/A*

If you refer for behavioral health services: *N/A*

- Where do you refer them to?
- Does a formal/informal agreement exist to expedite scheduling of referred services? If not, how long do patients typically have to wait for appointments?
- What is the distance/travel time to referral services?
- What is your follow-up protocol to ensure referral services have been received?

Do you provide opiate replacement therapy or medication assisted treatment for opioids (ORT/MAT/or other)?

*MFHC does not offer MAT for opioids. MAT services are available at many PMS health centers.*

- If yes, what type of opiate replacement therapy? *Suboxone*
- Briefly, list the main requirements to enter the program/stay in the program? (abstinence, period of sobriety, housing, employment, etc....) *To determine if a patient is appropriate for MAT services we assess for the following: Patient dependence on opioids, patient readiness for change in regards to opioid use, patient assessed for psychiatric illness, concurrent medical issues, pregnancy, patient assessed for co-occurring substance use disorders, education regarding treatment options for opioid dependence, education about buprenorphine MAT, level of interest in buprenorphine treatment and willingness to agree to the terms of our controlled substance agreement. All MAT patients are required to participate in behavioral health interventions. Discharge from the PMS MAT program will occur if one of the following occurs: the patient is proven to be diverting prescribed medications, the patient provides an adulterated urine specimen, the patient is unable to establish abstinence from illicit opioids after a reasonable amount of time in the program or the patient substantively violates the terms of the PMS CSA.*

Is Narcan/Naloxone available for patients at your clinic?

*Narcan/Naloxone is available to patients, most PMS sites elect to e-prescribe to outside pharmacies.*

- If it is not available/provided, explain why (issues, barriers, cost, staffing, etc....). One of the challenges with providing Narcan/Naloxone at our sites is increased cost and insufficient number of staff to train the patient and their support team.

- Do you refer patients to other places to get naloxone? *We refer to appropriate providers outside of PMS that can meet patient's health needs.*
  - Where do you refer patients? *Varies*
  - Is there a reason you refer patients to this location/ agency for naloxone? *Availability*
  - Does a formal/informal agreement exist? *No*
  - What is the distance/travel time to referral services? *Varies*

Do you confirm with patients if they have obtained Narcan/Naloxone? *Yes*

- If yes, what protocol/procedures do you utilize to confirm this? *All referrals are recorded in the patient's clinical record. Patients are educated about the need for care/treatment beyond the ability of the site to provide. Referrals are tracked to determine that the patient completed the referred service and in cases where the referral was not completed following is provided.*

Is your organization/clinic familiar with the syringe service (exchange) program? *No*

- If yes, do you refer individuals to the program? *No*
- If you do not refer individuals to the program, please explain why not? *We do not have adequate information about programs in order to make a referral.*

Does your organization/clinic provide HCV confirmatory testing? If not, explain why. *Yes*

Does your organization/clinic provide HCV treatment? If not, explain why. *MFHC does not provide onsite, but we do have access to treatment via telemedicine.*

**RPHCA Diabetes Reporting  
Calendar Year 2017**

**RPHCA Contractor: Torrance County/Mountainair Family Health Center**

	<b>Total Patients with Diabetes (18-75 yrs)</b>	<b>Charts sampled or EHR Total</b>	<b>Patients with HbA1c &lt; 8%</b>	<b>Patients with HbA1c &gt;9% or No Test During Year</b>
#	102	102	48	43
%			47.0%	43.0%

**Narrative - complete sections below:**

**Story behind the Data:** *What factors have contributed to the resulting data?*

Data was obtained by using our Population Health Software. About 1/2 of the patients in Mountainair did not have an A1c test completed in 2017 and 1/2 were greater than 9.

**What Works:** *??case management, health education, groups, CHWs, etc.??*

This clinic has a diabetic educator that periodically visits the clinic and educates patients. They also utilize the gaps in care reports, pre-visit planning reports and increased communication with our care coordination department.

**Partners:** *Who is working with you to improve the HbA1c levels?*

Quality and Health Outcomes Department, our Care Coordination Team and the Diabetic Educator.

**Strategies:** *Do you have a specific strategy to improve HbA1c levels?*

Continue utilizing the gaps in care report to outreach and schedule patients for their diabetic follow up appointments. We have also integrated our templates in our EHR system so the Care Coordinators and Medical Providers have a better understanding of what each entity is doing for the patient. We are hoping that will improve diabetic patient care.

**Action Items:** *What specific actions do you have planned to improve HbA1c levels?*

## Patients by Age and Gender

*The New Mexico Department of Health has requested data similar to annual UDS reports submitted by the federally funded sites. For the non-federally funded sites, please estimate as best you can.*

Contractor/Site Torrance County/PMS Mountainair Family Health Center

### Patients by Age and Gender - Calendar Year 2017

Age Group	Male Patients	Female Patients
Under Age 1	12	5
Age 1	7	7
Age 2	7	9
Age 3	3	6
Age 4	7	7
Age 5	6	14
Age 6	2	3
Age 7	8	6
Age 8	9	2
Age 9	5	12
Age 10	4	3
Age 11	7	7
Age 12	7	17
Age 13	10	8
Age 14	8	9
Age 15	9	13
Age 16	12	18
Age 17	17	9
Age 18	6	9
Age 19	7	12
Age 20	4	8
Age 21	11	6
Age 22	4	5
Age 23	1	11
Age 24	5	11
Ages 25-29	23	26
Ages 30-34	15	31
Ages 35-39	27	40
Ages 40-44	40	26
Ages 45-49	29	38
Ages 50-54	22	45
Ages 55-59	43	50
Ages 60-64	47	63
Ages 65-69	34	47
Ages 70-74	32	41
Ages 75-79	24	21
Ages 80-84	12	19
Ages 85 and over	3	15
<b>Total Patients</b>	<b>529</b>	<b>679</b>



**2018 Sliding Fee Scale for Clinic Services**

Family Size	Income		Income		Income		Income		Income	
	Above	At or Below	Above	At or Below	Above	At or Below	Above	At or Below	At or Above	
1	\$0	- \$12,140	\$12,141	- \$16,183	\$16,184	- \$20,237	\$20,238	- \$24,280	\$24,281	- OVER
2	\$0	- \$16,460	\$16,461	- \$21,941	\$21,942	- \$27,439	\$27,440	- \$32,920	\$32,921	- OVER
3	\$0	- \$20,780	\$20,781	- \$27,700	\$27,701	- \$34,640	\$34,641	- \$41,560	\$41,561	- OVER
4	\$0	- \$25,100	\$25,101	- \$33,458	\$33,459	- \$41,842	\$41,843	- \$50,200	\$50,201	- OVER
5	\$0	- \$29,420	\$29,421	- \$39,217	\$39,218	- \$49,043	\$49,044	- \$58,840	\$58,841	- OVER
6	\$0	- \$33,740	\$33,741	- \$44,975	\$44,976	- \$56,245	\$56,246	- \$67,480	\$67,481	- OVER
7	\$0	- \$38,060	\$38,061	- \$50,734	\$50,735	- \$63,446	\$63,447	- \$76,120	\$76,121	- OVER
8	\$0	- \$42,380	\$42,381	- \$56,493	\$56,494	- \$70,647	\$70,648	- \$84,760	\$84,761	- OVER
9	\$0	- \$46,700	\$46,701	- \$62,251	\$62,252	- \$77,849	\$77,850	- \$93,400	\$93,401	- OVER
10	\$0	- \$51,020	\$51,021	- \$68,010	\$68,011	- \$85,050	\$85,051	- \$102,040	\$102,041	- OVER
11	\$0	- \$55,340	\$55,341	- \$73,768	\$73,769	- \$92,252	\$92,253	- \$110,680	\$110,681	- OVER
12	\$0	- \$59,660	\$59,661	- \$79,527	\$79,528	- \$99,453	\$99,454	- \$119,320	\$119,321	- OVER
Each Addit'l		\$4,320	Each Addit'l	\$5,759	Each Addit'l	\$7,201	Each Addit'l	\$8,640	Each Addit'l	

PMS Discount Program

Medical and Behavioral Health					
Annual Preventive Wellness Exams	\$20 Per visit	\$25 per Visit	\$25 per Visit	\$25 per Visit	Patient Pays Full Charges
General Primary Care, Diagnostic X-rays, Common Diagnostic Labs, Screenings, Seasonal Vaccines, Gynecological Care, Prenatal and Perinatal services, Psychiatric and Mental Health Services	\$25 Per visit	\$35 per visit	\$45 per visit	\$55 per visit	
Pharmacy - Common Generic Prescriptions	\$10.00 per medication	\$15 per medication	\$15 per medication	\$20 per medication	
Dental					
Preventive Services Only	\$20 Per visit	\$25 per Visit	\$25 per Visit	\$25 per Visit	Patient Pays Full Charges
Exams, Diagnostic X-Rays	\$25 Per visit	\$35 per visit	\$45 per visit	\$55 per visit	
Extractions, Fillings, Minor Denture Repairs	\$50.00 per visit	\$75.00 per visit	\$80.00 per visit	\$100.00 per visit	
*Dentures (upper and lowers prices separately)	\$50.00 per visit	\$75.00 per visit	\$80.00 per visit	\$100.00 per visit	
*Specialty Services: Crowns, bridges, implants and Root Canals	\$100.00 per visit	\$150.00 per visit	\$200.00 per visit	\$250.00 per visit	
*additional lab charges may apply; consult with dental provider for exact costs					

Effective : 4/30/2018

Program Name \_\_\_\_\_

Administrator/Program Director

*Susan K Smith*  
 Susan Smith, Board President

**Escala móvil Para Pagar Los Servicios de La Clínica En 2018**

# de Familiares	Ingresos		Ingresos		Ingresos		Ingresos		Ingresos	
	Pago	En o debajo	Pago	En o debajo	Pago	En o debajo	Pago	En o debajo	En o arriba	
1	\$0	- \$12,140	\$12,141	- \$16,183	\$16,184	- \$20,237	\$20,238	- \$24,280	\$24,281	- OVER
2	\$0	- \$16,460	\$16,461	- \$21,941	\$21,942	- \$27,439	\$27,440	- \$32,920	\$32,921	- OVER
3	\$0	- \$20,780	\$20,781	- \$27,700	\$27,701	- \$34,640	\$34,641	- \$41,560	\$41,561	- OVER
4	\$0	- \$25,100	\$25,101	- \$33,458	\$33,459	- \$41,842	\$41,843	- \$50,200	\$50,201	- OVER
5	\$0	- \$29,420	\$29,421	- \$39,217	\$39,218	- \$49,043	\$49,044	- \$58,840	\$58,841	- OVER
6	\$0	- \$33,740	\$33,741	- \$44,975	\$44,976	- \$56,245	\$56,246	- \$67,480	\$67,481	- OVER
7	\$0	- \$38,060	\$38,061	- \$50,734	\$50,735	- \$63,446	\$63,447	- \$76,120	\$76,121	- OVER
8	\$0	- \$42,380	\$42,381	- \$56,493	\$56,494	- \$70,647	\$70,648	- \$84,760	\$84,761	- OVER
9	\$0	- \$46,700	\$46,701	- \$62,251	\$62,252	- \$77,849	\$77,850	- \$93,400	\$93,401	- OVER
10	\$0	- \$51,020	\$51,021	- \$68,010	\$68,011	- \$85,050	\$85,051	- \$102,040	\$102,041	- OVER
11	\$0	- \$55,340	\$55,341	- \$73,768	\$73,769	- \$92,252	\$92,253	- \$110,680	\$110,681	- OVER
12	\$0	- \$59,660	\$59,661	- \$79,527	\$79,528	- \$99,453	\$99,454	- \$119,320	\$119,321	- OVER
<b>Cada Familiar Adicional</b>		<b>\$4,320</b>	adicional	<b>\$5,759</b>	adicional	<b>\$7,201</b>	adicional	<b>\$8,640</b>		

**PMS Descuento Programa**

**Medicina y Salud Conductual**

Exámenes de bienestar preventivos anuales	\$20.00 por visita	\$25.00 por visita	\$25.00 por visita	\$25.00 por visita	El paciente paga los cargos completos.
General de Atención Primaria, de diagnóstico de rayos X, laboratorios diagnosticos comunes, pruebas y vacunaciones, Well Servicios Infantiles, Ginecológico Cuidado Prenatal y Servicios Perinatales, psiquiátrica y terapia de salud mental	\$25.00 por visita	\$35.00 por visita	\$45.00 por visita	\$55.00 por visita	
Farmacia Las recetas genéricas comunes	\$10.00 por medicamentos	\$15.00 por medicamentos	\$15.00 por medicamentos	\$20.00 por medicamentos	

**Dental**

Sólo los servicios preventivos	\$20.00 por visita	\$25.00 por visita	\$25.00 por visita	\$25.00 por visita	El paciente paga los cargos completos.
Exámenes, Rayos X	\$25.00 por visita	\$35.00 por visita	\$45.00 por visita	\$55.00 por visita	
Extracciones, empastes, reparaciones de prótesis menores	\$50.00 por visita	\$75.00 por visita	\$80.00 por visita	\$100.00 por visita	
* Dentaduras (superiores y disminuye un precio por separado)	\$50.00 por visita	\$75.00 por visita	\$80.00 por visita	\$100.00 por visita	
* Servicios especiales: coronas, implantes Puentes y endodoncias	\$100.00 por visita	\$150.00 por visita	\$200.00 por visita	\$250.00 por visita	

Eficiaz: 4/30/2018

Nombre del programa

Directora Administrador / Programa

*Susan K Smith*

Susan Smith, Presidente de la Junta

**Patients by Race/Ethnicity/Language – Calendar Year 2017**

Contractor/Site Torrance County/PMS Mountainair Family Health Center

PATIENTS BY RACE		HISPANIC/ LATINO	NOT HISPANIC/ LATINO	UNREPORTED/R EFUSED TO REPORT	TOTAL
1	Asian	0	2		2
2a	<i>Native Hawaiian</i>	0	0		0
2b	<i>Other Pacific Islander</i>	1	2		3
2	<b>Total Native Hawaiian/Other Pacific Islander</b> <i>(Sum Lines 2a+2b)</i>	1	2	0	3
3	Black/African American	9	5		14
4	American Indian/Alaska Native	5	11		16
5	White	332	483		815
6	More than one race	14	16		30
7	Unreported/Refused to report race	204	44	80	328
8	<b>Total Patients</b> <i>(sum lines [1+2] +[ 3 thru 7])</i>	565	563	80	1208
<b>PATIENTS BY LANGUAGE</b>					<b>NUMBER</b>
Patients best served in a language other than English					17



*Agenda Item  
No. 13*

PO Box 48  
205 9<sup>th</sup> Street  
Estancia, NM 87016  
(505) 544-4700 Main Line (505) 384-5294 Fax  
[www.torrancecountynm.org](http://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: Belinda Garland Manager/Finance  
First Last Department/Company/Organization Name

Today's Date: 7-3-18 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:  
Approval for Solid Waste Billing Positions and Pay Scales

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: \_\_\_\_\_

