



TORRANCE **C**OUNTY
COMMISSION MEETING
DECEMBER 12TH, 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 9th Street
Estancia, NM 87016*

AGENDA
December 12th, 2018
9:00 A.M.

Please Silence All Electronic Devices

Call Meeting to Order
Pledge of Allegiance
Invocation

Approval of Minutes: November 14th, 2018 Regular Meeting November 28th, 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.

***Commission Matters:**

1. 2018 Safety Performance Awards – Nick Sedillo, Risk Manager
2. Employee Annual Leave
3. 2019 Commission Meeting Schedule
4. 2019 Holiday Closure Schedule
5. EMWT Regional Water Association Board of Directors Appointment
6. Resolution 2018-54 Resolution Finding a Decedent to be Indigent or Unclaimed
7. Resolution 2018-55 Resolution Finding a Decedent to be Indigent or Unclaimed
8. Memorandum of Understanding between Torrance County and Bernalillo County for Fiscal Agent Assistance
9. NMAC Board of Directors Election – Linda Jaramillo, Clerk
10. Report on Solid Waste Pick Up Options
11. Reconsideration of the Fee Charge to Private Hauler Users
12. Update of the Comprehensive Land Use Plan Discussion

***Public Relations:**

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

*** Department Requests/Reports:**

14. 2019 Planning & Zoning Board Meeting schedule – Steve Guetschow, P&Z Director
15. Resolution 2018-56 Line Item Transfers – Amanda Tenorio, Finance Director

***County Manager Requests/Reports:**

16. Ratification of Contract between Torrance County and Presbyterian

1:00 P.M. Public Hearing:

As part of our efforts to keep Torrance County residents informed and involved in the decision process, the Torrance County Commission will hold a Public Hearing to consider Ordinance 2018-01 AN ORDINANCE INCREASING THE NUMBER OF COMMISSIONERS ON THE BOARD OF TORRANCE COUNTY COMMISSIONERS TO FIVE MEMBERS PURSUANT TO ARTICLE X, SECTION 7 OF THE NEW MEXICO CONSTITUTION.

17. Ordinance 2018-01 An Ordinance increasing the number of Commissioners on the Board of Torrance County Commissioners to Five Members

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.

***Adjourn**



Minutes

**DRAFT COPY
TORRANCE COUNTY COMMISSION
REGULAR MEETING
NOVEMBER 14, 2018**

Present: **Julia DuCharme, Chair
Jim Frost, Member
Javier Sanchez, Member**

Others Present: **Belinda Garland, County Manager
Annette Ortiz, Deputy County Manager
Dennis Wallin, County Attorney
Sylvia Chavez, Admin. Asst.**

Call to Order:

Madam Chair DuCharme calls the meeting to order at 9:10 am. Martin Lucero, leads the Pledge of Allegiance and Linda Smith gave the Invocation.

Approval of Minutes:

October 22, 2018 Special Meeting Minutes:

Madam Chair DuCharme asks for a motion to approve the October 22nd meeting minutes.

ACTION TAKEN: Commissioner Frost makes a motion to approve the October 22nd Special Commission Meeting Minutes. **Commissioner Sanchez** seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

October 24, 2018 Regular Meeting Minutes:

Madam Chair DuCharme asks for a motion to approve the October 24th meeting minutes.

ACTION TAKEN: Commissioner Sanchez makes a motion to approve the October 24th Regular Commission Meeting Minutes. **Commissioner Frost** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

Approval of Meeting Agenda:

Madam Chair DuCharme asks for a motion to approve the meeting agenda. **ACTION TAKEN: Commissioner Frost** makes a motion to approve the November 14, 2018 Regular Commission Meeting Agenda. **Commissioner Sanchez** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

Approval of the Consent Agenda:

1) **Approval of Checks**

Madam Chair DuCharme asks for a motion to approve the Consent Agenda. **ACTION**

TAKEN: Commissioner Frost makes a motion to approve the Consent Agenda.

Commissioner Sanchez seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

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.*

Linda Jaramillo, Torrance County Clerk states that she would like to make a few comments in regards to what is being said about election fraud. Ms. Jaramillo takes offense to that comment, herself, staff members and precinct workers are of high integrity, the Clerk staff would never jeopardize anyone's vote. All County Clerk's for the State including our Secretary of State Maggie Toulouse-Oliver are all of the highest integrity. Ms. Jaramillo looks up to Maggie and asks for guidance in the election process. Ms. Jaramillo wants Torrance County voters to know that our elections are fair and equal and there is no fraud in Torrance County.

Ms. Jaramillo is given a round of applause from the audience.

Commissioner Frost thanks Linda and states that he has complete faith in her and the job she does.

Linda Smith, Director for Bethel Community Storehouse gives a brief history behind Bethel, they have been in the valley for 32 years and is comprised of 15 churches from the Valley. They were able to help 21,000 people last year and will be serving 2500 people this month and as well as next month. They will be able to bless some children in the Valley with Christmas stockings and toys. Bethel is also blessed by being able to partner with the Anderson Charitable Foundation, if Bethel can raise \$25,000.00 the Anderson Foundation will match that amount. \$50,000.00 can buy a lot of food for the pantry and will help a lot of families in the Valley. Ms. Smith reminds the Commission to think of the less fortunate when making decisions for the County.

Madam Chair DuCharme asks when the deadline to raise the money will be.

Ms. Smith states that they have until September and they have raised \$11,500.00 in three months and she is hopeful they can raise the rest.

Madam Chair DuCharme asks how the donation can be made.

Ms. Smith states that donations can be made online, via their PayPal account or with checks or credit cards. 100% of the donations go towards purchasing food for the food pantry. Ms. Smith mentions that for every dollar donated they are able to buy five pounds of food through the road runner food bank.

Madam Chair DuCharme thanks Ms. Smith for all her hard work and everything she does for the Community.

Annette Ortiz, Deputy County Manager states that she received a notice today from the NM Department of Health that there will be flu shots available at the 26th Annual Christmas Craft Fair in Estancia on December 8 from 10am to 2pm in the lobby of the Estancia High School Gym. The shots are available on a first come, first serve basis and are free of charge and they ask that you bring either your Medicaid card or health insurance card.

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.

***Commission Matters:**

1. Radio Tower Communication Project-Ben Daugherty, Dispatch Supervisor

Ben Daugherty explains to the Commission that he is here today to ask for additional funding for the completion of the simulcast radio project. The project was approved and voted on by Torrance County Voters in the special GO bond election, however due to unforeseen costs at the beginning of the project they were over budget \$116,782.84. Mr. Daugherty & Ms. Dorothy Rivera, 911 Director, have spoken with County Manager Garland in regards to other funds that have not yet been used for other projects that they will be able to move over and use for the overage on this project. There is \$62,358.04 for the fence around dispatch and the animal shelter and \$15,000.00 for the foyer project. Which leaves the amount needed to pay the invoice at \$39,428.80. Mr. Daugherty goes over the unexpected cost, \$94,896.17 for a new shelter, \$3,869.00 for tower repair, \$6,294.18 for road repair, \$1,220.00 for a transfer switch for the emergency generator, \$7,341.45 for an ice shield and \$5,532.87 for removal of the old equipment from the City of Moriarty's fire department. The original amount of the overage of the project was \$119,154.61 however there was a little bit of coverage from the original GO bond funding that was able to cover some of the overage cost.

County Manager Garland explains that she went over the budget with Amanda and there is money in the capital outlay budget to cover this cost.

Commissioner Frost mentions that communications is a priority for the County for all the emergency service agencies throughout the County.

Madam Chair DuCharme asks Mr. Daugherty if the project is completed.

Ben Daugherty states that "yes" the project is complete and the overage came from infrastructure issues they were not aware of.

Commissioner Sanchez asks when did the project planners discover there was going to be a shortfall on the project funding.

Ben Daugherty states in September when the final invoice was received, is when they realized that there was on overage on the project. The project was completed in July and received the final bill in September.

Commissioner Sanchez asks if the County is receiving past due notices.

Ben Daugherty explains that the County has a good working relationship with Motorola, so they are not charging us late fees. They are allowing us time to figure out the finances.

ACTION TAKEN: Commissioner Frost makes a motion to approve the \$39,428.80 from the Capital Outlay funding and reallocate the \$62,358.04 for the fencing project and the \$15,000.00 for the foyer project to cover the overage of the Radio Tower Communication Project.

Commissioner Sanchez seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

2. Presentation of the 2020-2024 Infrastructure Capital Improvements Plan

County Manager Garland welcomes Senators Liz Stefanics and Matthew McQueen to today's Commission Meeting and the presentation of the ICIP projects for Torrance County.

Annette Ortiz, Deputy County Manager goes over the top 5 projects for the 2020-2024 ICIP for Torrance County:

1. 4x4 Vehicles for the Sheriff Department

There are currently only 2 4x4 vehicles for the department and there are 11 certified deputies, 2 attending the academy, 9 uncertified (which includes the evidence officer, transport deputies & reserved deputies). There is currently one open position for a deputy and one transport deputy. The highest mileage vehicle for the department has 265,347 miles, so there is a need for new 4x4 vehicles.

2. County Building Repairs

The current administration building was built in 1964 and is in need of repairs. There are ADA issue we need to become compliant with and there are issues with the plumbing and electric. As well as having great concern with the boiler. The county has been told that if the boiler goes down at any point there are no parts that can be ordered for it because it is out dated and will not be able to be repaired or fixed.

3. County Road Improvements

This project will be to pave McNabb road, this road is heavily traveled and the edge of the road is in bad shape. The potholes on the road could cause damage to a small vehicle. This road will be done just like Lexco road and there are no maintenance issues on Lexco road now that it is paved.

County Manager Garland states that McNabb Rd ties two main roads in the County, the asphalt will be longer lasting than chip seal.

4. County Fair Improvements

Due to safety issues and concerns the pig barn was removed several years ago and since then the County has had to rent tents for the fair. This year during the fair there was a lot of flooding in the area where the vendors and some exhibitors were located. There are repairs that need to be done in the concession area.

5. Punta de Agua Multipurpose Building

The building will be used as a fitness center, community building and a meeting center for the association. The Punta de Agua Assoc. does have a 10% match for the funds the County may get for this building.

Madam Chair DuCharme asks Ms. Garland what is the County trying to achieve today with the presentation.

County Manger Garland states that the presentation was for the Senators and public to get a better understanding of the needs for the County with the placement of these projects on the ICIP.

Senator Lis Stefanics, District 39 thanks the Commission for the invite to come out today and wants to caution the Commission on the language of the ICIP projects. The language must be specific to work going to be done on the project, she mentions that one of her projects that was funded was rejected due to the language in the project. Senator Stefanics mentions that there are different funding sources for roads and water projects. She also mentions that even though there is a surplus of funding available they have not been told how much money each district will be getting for Capital outlay funding.

Senator Matt McQueen, District 50 also thanks the Commission for the invite to today's meeting, he also states that he is not sure of the amount he will have for projects. He mentions that funding for roads can be a bit squirrely and funding for vehicles is also a questionable.

Madam Chair Ducharme mentions that the County did have an issue last year on funding for vehicles but asks how they were funded.

Senator McQueen states that the vehicles were funded straight from the general budget however with the new Governor it may be different. He is looking forward to working with the County on their ICIP projects.

Madam Chair DuCharme brings up the County Fair Improvements, she is a bit concerned in investing a big amount of money in property that is not even owned by the County. The property is owned by the Town of Estancia and leased by the County. Madam Chair DuCharme feels that if the County were to receive funding for this project, the improvements should be made on County property. She also feels that the size of the property is not adequate enough to have a modern style building there.

Mayor Dial states that in regards to the "hog" building the lease is up next summer and we need to negotiate the lease, the County tore down the "hog" barn and that will be a point of contention for the renewal of the lease. The County will owe the Town a new building even if they choose to renew the lease or not, there was a building there and now there is not. You can't tear a building down that does not belong to you without it not being replaced. The Town does not want to renegotiate the lease until the "hog" barn is addressed. Mayor Dial mentions that the Town has been working with the Fair board but any financial decision comes back to the Commission.

Madam Chair DuCharme asks if a million dollars will cover the new building.

Mayor Dial replies that he doesn't believe so but that is on the County to decide, the Town just wants a "hog" barn and the County wants to build a multipurpose building. Mayor Dial is just looking for a replacement of what was torn down.

Marcie Wallin, Fair board member thanks the Commission and Senator's for supporting the fair and listening to their needs and concerns. Ms. Wallin states that, yes the property is owned by the Town but this project needs to be a community effort. This project will be an improvement for the community and the entire County. Torrance County is in the middle of the state so it could be used for other out of County Events. This would be a good project to work on together and improve this area for the kids of the county.

Madam Chair DuCharme asks Ms. Wallin if she could comment on Mayor Dial's concern.

Ms. Wallin states that there has been talk about the lease agreement but is not sure of the legality of who owns the building. The building was condemned by the Town of Estancia's engineer, so there was no choice but to tear down the building.

Madam Chair DuCharme asks Ms. Wallin if there is an agreement with the Town of Estancia for replacement for the building that was torn down.

County Manager Garland states that legal council should probably answer that question.

Dennis Wallin, County Attorney states that the current lease states that the County would be responsible for repairs and maintenance. The Town of Estancia did hire an engineer firm to look at the "hog" barn and the firm did deem the barn unsafe, so at that point the County did agree to have the building torn down. The barn was built sometime in the 50's or 60's so the big supportive beams were sinking which was causing a safety hazard. Mr. Wallin mentions that rather or not, it was the County's responsibility to keep or repair the maintenance of the barn or

if the Town should have made sure the building that was being leased was in working condition are not questions that need to be address right now. He reminds the Commissioners that the ICIP has already been approved by this Commission and this is water under the bridge. The legal issues can be addressed at some point but right now this is a solution for the County Fair. Mr. Wallin does not want to answer the Mayor's concern at this time but it can be addressed by the proper authority at another time.

Public Comment:

John Perea, Fair board member thanks the Senator's and the Commission, Mr. Perea states that this is more than just a "hog" barn. This is an investment in our kids and community. This land may not be owned by the County but we should all work together for the betterment of our Community. The location is ideal, it's close to the park and the pool and it is centrally located in the County. Mr. Perea thanks the Commission for the placement of this project in the County's ICIP.

Danielle Johnston, Torrance County Resident explains that this isn't a "hog" barn this is an educational facility, it's a teaching tool we use for the kids. And it is centrally located for the three school districts. Ms. Johnston has been an educator since 1979 and she has seen her students use this educational tool to take them where they are today. The fair is a collaboration of many different aspects of education.

Michael Godey, Torrance County Resident in response to Mayor Dial's statement, the "hog" barn needed to be torn down for safety issues. The County should send the Town of Estancia a bill for tearing down the building.

County Manager Garland states that she starting showing in that building when she was 5 years old, but when she showed that building housed all the animals and they showed on the east end of the building. The fair out grew that building because now there is a steer building, lamb and sheep building and that is good it means the fair is growing, it's part of the process.

Commissioner Frost states that this is an investment in our kids, the people here today are testament of the fair, Johnny Perea, Belinda and Marcie they all have become good citizens in the County. This project is something worth investing in.

Senator Stefanics states that she realizes that sometimes there are internal politics but she encourages the devolvement of the fair. She looks forward to when the students in FFA and 4H come and visit during the legislation they are all very proud of what they have done. She suggests the County leave the fair improvements where they are placed on the ICIP.

Madam Chair DuCharme states that this is not internal politics, she is acutely aware of the importance of the fair. Madam Chair DuCharme has been part of the fair and a supporter, it is more the technical side of the project, the County needs to be wise with any money received. The County has 20 acres and if the County does receive money for this project we can build a new facility on the 20 acres, it would be an investment for the County and not an expenditure on the Town property. The Town of Estancia can also place this on their ICIP

Public Comment:

Michael Godey this is an agriculture community, especially in Mountainair and the multipurpose building would be helpful with issues at the fair, like the flooding. So this is an important issue to look into.

3. EMWT Regional Water Association Board of Directors New Appointment

County Manager Garland explains to the Commission that she received a letter from EMWT water assoc. stating that they will need an appointment for the Board of Directors. She is asking for direction from the Commission on how long they want the advertisement to run.

Commissioner Sanchez would like to see it advertised for the next two weeks. If we have received applicants or if we feel we need to advertise for longer we can.

County Manger Garland asks the Commission if they would like her to attend the meeting and represent the County until the position is filled. Ms. Garland explains that this will be for Ms. Rhonda King's position, her term is good until December 31.

Madam Chair DuCharme states that it is Ms. King's responsibility to represent the County until her appointment ends, so Madam Chair does not feel it necessary for Ms. Garland to attend the meetings.

Commissioner Sanchez states that since Ms. King's appointment is till the 31st of December the Commission can wait till her term is done on the 31st then advertise in January for the replacement.

County Manager Garland would like to have time to advertise for the position and get good candidates that are qualified for the appointment. The candidates can come before the Commission for any questions you may have and then the appointment can be made which at that time we can inform them that the appointment does not take effect until January.

Commissioner Frost and Commissioner Sanchez both support Ms. Garland's suggestion.

4. ACT Work Ready Communities Regional Boot Camp Funding Request

Annette Ortiz, Deputy County Manager gives a small introduction of the members here today from the ACT Work Ready Communities Committee, Theresa Salazar-Superintendent of the Moriarty-Edgewood School District, Mayor Ted Hart and herself. Ms. Ortiz reminds the Commission that they previously approved Resolution 2018-07 which supports a Work Ready Community. There will be a boot camp in Tucumcari that the committee would like to attend and is asking the Commission for assistance with the registration fee, because of the size of our County the registration will be \$5,000.00 Documentation hereto attached.

Theresa Salazar hands out a draft application for the boot camp, which gives a brief explanation of the initiative of the group. The initiative for Torrance County is about the economic development within the County. Ms. Salazar is working with Superintendent Shirley & Superintendent Apodaca, as K- 12 educators they support this initiative for the Communities. There perspective schools provide the workforce for the County. Ms. Salazar explains that the boot camp costs \$5,000.00 and the City of Moriarty has committed \$2,500.00 to go towards the registration fee so they are asking the County to pay the rest of the registration fee for those attending.

Mayor Hart explains that NM is losing our workforce, with this initiative we can help insure that we have the tools to have a good workforce and be able to recruit new businesses in our area.

Commissioner Frost states that he does not have any questions but would like to say that \$2,500.00 is a minimum amount to pay for a qualified workforce. **ACTION TAKEN:**

Commissioner Frost makes a motion to approve the funding request for ACT Work Ready Communities Regional Boot Camp in Tucumcari. **Commissioner Sanchez** seconds the motion. **Commissioner Sanchez** asks what funding source will be used to cover the cost of the boot camp.

County Manager Garland states that the funding will come from the PILT.

Commissioner Sanchez asks if there is some other funding source that could be used, \$2,500.00 is a minimum amount to use out of the PILT.

County Manager Garland states that they went over the budget last night and it needs to come out of the PILT funding and this is a good way to spend the PILT monies, this will help with economic development in the County.

Madam Chair DuCharme asks how many people will be attending the boot camp and will one of those attending come back and give the Commission an update.

Ms. Salazar believes that there will be about 7 attending the boot camp and those attendees will become trainers, yes we will be happy to come and give an update to the Commission.

Commission Votes:

All in favor. **MOTION CARRIED.**

a) Travel Budget to Tucumcari, NM

Annette Ortiz asks for per diem for the boot camp in Tucumcari.

Madam Chair DuCharme asks who will be attending the boot camp in Tucumcari.

Annette Ortiz stated that she and HR director Kristen Oliver will be attending from the County, Theresa Salazar and another representative from MESD, Mayor Hart & Brenda Tapia and Saul Araque.

County Manager Garland states that she has enough in the manager's budget to cover the overnight in Tucumcari for Annette and Kristen.

ACTION TAKEN: Commissioner Frost makes a motion to approve Travel Budget to Tucumcari NM. **Commissioner Sanchez** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

5. Request Permission to Pay EVSWA Invoice for Postage on Vacant Exempt Notices

County Manager Garland states that EVSWA has asked if the County can reimburse them for the postage that was used on the vacant exempt notices that were sent out on the new definitions. The amount of the postage used was \$158.86.

Madam Chair DuCharme asks who paid the postage when the new definitions were sent out.

County Manager Garland replies that EVSWA did.

Madam Chair DuCharme asks why this would be any different.

County Manager Garland states that she was just asked by the EVSWA if the County would consider reimbursing them for the postage.

ACTION TAKEN: Commissioner Frost makes a motion to pay the \$158.86 for reimbursement on postage to the EVSWA.

Commissioner Sanchez asks what the contract states in regards to this.

Dennis Wallin states that he does not have the contract in front of him but he does know that EVSWA should handle all the administration per the contract.

Commissioner Sanchez explains that there is no contractual obligation for the County to pay for the postage. What would be the reason for the reimbursement?

Dennis Wallin states that their argument is that this is over and beyond their portion of the contract.

Commissioner Sanchez states that EVSWA should request a change to the contract to reflect these types of changes so that it is not over and beyond the contract.

There was no 2nd to the motion, MOTION DIES.

County Manager Garland will advise EVSWA of the suggestion to the contracts to cover these types of occurrences.

6. Schedule Public Hearing of Ordinance Expanding County Commission to Five Members

Commissioner Sanchez explains that the ordinance before the Commission today is a draft copy of the Commission going to 5 members. The ordinance needs to be published for two weeks and then have a public hearing for the ordinance. Commissioner Sanchez would like to schedule the public hearing for this at the 1st meeting in December.

Dennis Wallin explains that the ordinance needs to be made available to the public, there needs to be public input and it needs to be advertised for 2 weeks in advance of the public hearing. The advertisement needs to detail what the ordinance is for and explain that there will a public hearing for the public to come give input.

Madam Chair DuCharme asks for the draft ordinance to be read into record, since it is a new document. Commissioner Sanchez reads the draft ordinance into record. Draft Ordinance hereto attached.

Commissioner Frost asks what the cost is going to be for the preparation and publication of the ordinance.

Dennis Wallin states that his time in preparing the ordinance is a couple hundred dollars and is not sure what the price will be for the publication.

Madam Chair DuCharme asks if the maps should be part of this process.

Dennis Wallin explains that at this time it does not need to be part of the ordinance, the maps will be approved after the ordinance is adopted.

ACTION TAKEN: Commissioner Sanchez makes a motion to have the Public Hearing at the December 12th meeting and publish the draft Ordinance. **Madam Chair DuCharme** seconds the motion.

Public Comment:

Bill Williams states that Commissioner Frost has made it plainly obvious that he is not in support to the 5 member Commission. So why are you going to spend the money to publish this ordinance. Mr. Williams has done a little bit of research on the County's population and it is not doing very well. The numbers are going down, the additional cost for 2 more Commissioners is around \$70,000.00 and that money could be used elsewhere like the roads or Sheriff's department. Why does the County need 2 more Commissioners?

Madam Chair DuCharme states that the explanation for the 5 members Commission has been explained very well in previous meetings.

Commissioner Frost states that from the beginning of the County there has always been a 3 member Commission. The 2 new incoming Commissioners should be the ones to decide if there should be a 5 member Commission, they will be the ones financing those 2 new positions and we should wait until then. \$85,000.00 a year for the 2 new Commissioners is money that could be used in other ways, for instance the road department living wages, or County roads. The roads are always an issue in the County. Moving to the 5 member Commission will not get passed in the next two months, so we should wait until the new Commissioners come in.

Michael Godey states that the public hearing is what is being addressed here today and with the new Commission coming in he hopes that they will respect the public input. Mr. Godey states that he respects Commissioner Frost's opinion and he feels that the public hearing will be worth the money to see what people are thinking on the 5 member Commission. The public hearing will be appropriate.

Commissioner Frost states that a public hearing is to hear from the public and the public hearing can wait till January for the 2 new Commissioners to hear.

Mayor Ted Hart states that the Commission was elected for these positions to represent the entire County not just a district. The Commission needs to work together for the Communities.

Madam Chair DuCharme asks Mayor Hart what is the population in the City of Moriarty.

Mayor Hart states that it is about 1500.

Madam Chair DuCharme asks how many members are on the City council.

Mayor Hart answered that there are 5 members.

Commission Votes:

2 in favor Commissioner Frost opposed. MOTION CARRIED.

7. Radio Station Acquisition Strategies

Commissioner Sanchez states that the radio station is an asset to our County and we need to safe guard and keep its existence going. Commissioner Sanchez has spoken with County Manager Garland, Dennis and Art Sweanka about the opportunity to keep the radio station going. There are strategies available to keep the station going, in order to avoid having the cost fall solely on the County. To keep it going the County could share the cost with other entities. The school systems could get involved, they could use it as a learning skill in marketing and office management. This could be an opportunity for the municipalities, school systems and land grants to widen their exposure and it could be a benefit to the entire County. The cost of the radio station is what the problem is for Commissioner Sanchez, he would like to reach out to the different entities and see what their feeling would be into having a joint effort in the radio station. The cost isn't to acquire the station but to run the radio station. There is research that would need to be done, like the full understanding of what the budget would be like to run the stations and on an executive side to see how the employees would be handled.

Dennis Wallin states that there is a methodology to how this can be done and he commends Commissioner Sanchez for bringing this to the table. There would need to be a JPA between all entities involved in the operations of the station. \$100,000.00 is a good number to start with for the budget on running the station. But with having more entities involved that could increase the amount of sponsors for the station.

Public Comment:

Myra Pancrazio states that herself, Mayor Hart and Superintendent Salazar are working with Mesa Land Community College President on bringing a campus to Torrance County. If Mesa Land is willing to bring in a campus to the County with different level education then perhaps media could also be one that they bring in.

Michael Godey states that he agrees with Myra but cautions with the number of entities involved. It may become an issue with authority at some point on who is in control.

Commissioner Frost states that he agrees with what Myra is proposing and feels that is a great possibility.

Commissioner Sanchez asks what would be the best way to proceed with this, if this is a good idea for the County, that is. We can reach out to the other entities, it would be nice to have buy-in from them but it is an open question until we can speak with them. Commissioner Sanchez asks Mr. Wallin what would be the best way to proceed with this.

Dennis Wallin answers that there would need to be someone as the point of contact and reach out to the other entities to see if they would be interested in the idea. Mr. Wallin states that having the College take the lead on this would be great. Mr. Wallin asks what the time frame is for Art & Dixie on the radio station.

Commissioner Sanchez explains that it's sooner than later but believes its anywhere from 1-6 months that Art & Dixie Sweanka are wanting to retire from the radio station.

County Manager Garland states that Mr. Sweanka would be fine with whomever the County appoints to go and talk with the municipalities to see if they would be interested in the idea.

Mayor Ted Hart states that he totally agrees with this idea and that everyone should be involved in this especially now that we no longer have a newspaper. This would be a great way to get out our information. Mayor Hart is willing to go to meetings and help with this.

Myra Pancrazio states that she found money, she has been working with Pattern Energy to develop a community fund. Pattern Energy would like to help with the radio station, this would be a good start and then try going with the colleges to take over at a later point.

Madam Chair DuCharme asks what is the amount spent on the radio station a year.

County Manager Garland states that she will get that information from Amanda. So the Commission needs to decide if they would like to move forward with a university or a JPA with other entities.

Commissioner Sanchez states that there are different avenues that can be taken with this and doesn't see why we couldn't try all scenarios to see which would be the best avenue for the station.

Dennis Wallin asks Madam Chair to make a point person and get this moving.

County Manager Garland states that the County has spent \$7,500.00 this fiscal budget on the radio station.

Madam Chair DuCharme asks Commissioner Sanchez if he would like to be the point person on this and get the process going. She would like to have a motion and a second to appoint Commissioner Sanchez.

Commissioner Sanchez replies, that yes he would do it.

ACTION TAKEN: Commissioner Frost makes a motion that the Chairman appoint a person to head this up.

Madam Chair DuCharme appoints Commissioner Sanchez to do research on the subject of acquiring the radio station. Madam Chair DuCharme asks legal if that is sufficient?

Dennis Wallin replies, yes you have the authority to do that.

8. Solid Waste Pick-Up Option(s) Committee Appointment(s)

Annette Ortiz, Deputy County Manager states that as requested it was posted for letters of interest for the Solid Waste Pick-Up Option Committee. There was one letter of interest received, Ms. Charlene Guffey.

Commissioner Frost asks if her letter of interest was received on time.

Annette Ortiz replies, that yes it was and hers was the only one received.

Charlene Guffey reads her letter of interest into the record, Ms. Guffey served for 7 years on the NM Safety Advisory board and has done research on this subject in 2015 and is familiar with the cost comparisons.

Madam Chair DuCharme asks Ms. Guffey why she would like to be on this committee.

Ms. Guffey responds that after 8 years of standing up before the Commission, she feels that solid waste is not the enemy it's a service. And by getting this committee together we can get this message out there. There could be some instances where tough things have to be done but they have to be done nonetheless.

Madam Chair DuCharme thanks Ms. Guffey for her letter of interest but Ms. Guffey's objectives are different than the committee objectives.

Ms. Guffey explains that she just wants to ensure that the County is getting a fair deal and is willing to do the comparisons.

Commissioner Frost states that the County requested letters of interest and we got one and he is in favor of Ms. Guffey.

Madam Chair DuCharme asks Ms. Guffey if her household benefits from the solid waste authority.

Ms. Guffey states that, yes my husband is a supervisor for EVSWA but she knows how to separate between the two. Ms. Guffey is open to new and different avenues for the authority.

Madam Chair DuCharme thanks Ms. Guffey for attending meetings that pertain to the EVSWA and because of that Madam Chair views Ms. Guffey as a representative from the authority and is objecting to this appointment.

Commissioner Sanchez states that as he sees it Madam Chair DuCharme is the head of this committee but wonders what kind of head way can be accomplished with only 3 meetings left in the year for this Commission. Commissioner Sanchez does not know if the creation of the committee right now would set the committee on any particular trajectory. Having the committee already set up at this point would have been ideal to have them set in a specific trajectory.

Commissioner Sanchez asks Madam Chair what she envisions the committee to accomplish.

Madam Chair DuCharme states that she is planning on having a meeting of the committee as soon as the appointment was made.

Commissioner Sanchez asks Madam Chair who she envisions participating in the committee.

Madam Chair DuCharme replies that at one of the meetings the members were already appointed, they are Ms. Garland, Mr. Gerald Chavez, Mr. Fred Sanchez, Mr. Johnny Romero and herself.

Commissioner Sanchez replies that perhaps Ms. Guffey could participate in the meetings, he feels that it is important that all voices be represented. The Commission asked for the public's interest and we have one that has tremendous interest and a lot of knowledge pertaining to the solid waste authority, unless Madam Chair feels the effort will be hampered by Ms. Guffey.

Madam Chair DuCharme states that is exactly how she feels.

Commissioner Sanchez replies that this puts the Commission in a problematic situation, how can we not appoint the only person that showed interest in the committee. Commissioner Sanchez feels that the committee would only benefit from having Ms. Guffey be a part of it but Commissioner Sanchez would hate to put Ms. Guffey in the committee since Madam Chair is heading the committee and is not in favor of Ms. Guffey's appointment. He does not want to set the committee up for failure by the appointment, there is no easy answer.

Public Comment:

Michael Godey states that he would not reject Ms. Guffey, open it up and again and see what kind of applicants you get then, the Commission wanted more than one for the committee anyway. He suggests not appointing her and repost for the letters of interest. Mr. Godey states that Ms. Guffey will not distract from the process, she is not that kind of person. He may disagree with her a lot of the times but she is not a distraction on a committee.

Commissioner Sanchez would like to encourage the appointment of Ms. Guffey because there is not much time left.

Madam Chair DuCharme states that people were given the opportunity to apply and people were not interested in the opportunity so we do not need anyone else on the committee. The letter of interest that was received is up for Commission approval not for immediate appointment. Madam Chair is very uncomfortable with the appointment of Ms. Guffey to the committee.

At this time there is clarification on whether or not there was a motion made by Commissioner Frost.

Commissioner Frost states that it only makes sense to make the appointment, Ms. Guffey's letter was the only one received. So if the appointment is not going to be made then perhaps this needs to be postponed for the new Commission to decide.

ACTION TAKEN: Commissioner Frost makes a motion to appoint Charlene Guffey to the Solid Waste Pick-Up Options Committee.

There was no 2nd to the motion, MOTION DIES.

Commissioner Sanchez comments that if no appointment is needed Madam Chair can proceed and move forward with meetings with the committee.

There is clarification on whether or not the committee can proceed without all the members being appointed, Dennis Wallin advises that it's at the discretion of the Chair.

***Public Relations:**

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

a. Various County Departments

Martin Lucero-Emergency Manager informs the Commission of the active shooter training that took place in October. The training exercise went really well, was able to establish shelters in place during the drill. There was after action review and there were some deficiencies that were identified. Mr. Lucero is establishing an MOU with the Estancia School District to have their facility as a reunification site. Mr. Lucero informs the Commission and those present of CODE RED, this is an emergency notification system. This system is set up to help get notification out during an emergency, he encourages everyone to get signed up.

Madam Chair DuCharme asks about the status of a document that would detail how elected officials would respond to an emergency that Mr. Lucero brought up at a previous meeting.

Mr. Lucero explains that there is still work that needs to be done to the document before it can be brought to the Commission.

County Manager Garland thanks Mr. Lucero for all the work on the active shooter training.

Annette Ortiz-Deputy County Manager states that she was charged with creating an administrative Facebook page and as of late we now have a Twitter page. Ms. Ortiz explains that when the information of the escaped inmate was put out on the Facebook page there were 1034 hits on the page. When there is any other kind of information posted there is under 100 hits.

When the information from the road department was posted, that posting got 2839 hits, so this is proving to be good way to get information out to the public. Ms. Ortiz reminds department's to get her department information and she can get it posted on the social media sites for the County.

Madam Chair DuCharme states that Facebook is a very effective way of communicating with the public. Madam Chair also mentions that she noticed on the County Website the information on the road improvements and thinks this is a good way to get information out to the public, she thanks Annette for doing this.

Leonard Lujan-Road Forman informs the Commission that on AO80 & AO81 they completed a mile of work, they have chip sealed, Charlie Breckenridge, Carl Canon, King Farm Ranch, Valley Irrigation, Martin, Little Cloud, Stillwater, Ranger Station & Echo Ridge. His crew has cleaned some cattle guards up in the mountains, they hauled about 5700 yards of cliché material out of the County's pit for the projects they have been working on. On east Clements they zipped the road and will go back out to AO81 and zip it as well to get all the rocks out of the bar ditches. They have roads ready and prepped to go but with the storm that came through they couldn't do the work, the crew pushed snow on Monday. The mountain area got about 10 inches and other places got 1-2 inches.

Madam Chair DuCharme thanks Mr. Lujan for trying to complete the projects by the end of the year. Before the work done on Charlie Breckenridge when there was snow there were certain spots on the road that were nearly impassable but with the work done on it now its passable.

The work done on Carl Canon and Echo Ridge is very important and she thanks him for getting the roads done.

Steve Guetschow-P/Z Director informs the Commission that at the November 7th, Planning and Zoning meeting Gravity Pad Partners came back before the board on the construction for a communications tower in Tajique. After hearing from the applicant and members of the public the board chose to deny the application. Mr. Guetschow explained the process of appealing the denial to Gravity Pad Partners and they have filed an appeal. They have requested that the appeal not be heard before the Commission until January.

Commissioner Frost thanks Leonard and the road department for the hard work and getting the roads done.

c. County Manager

County Manager Garland gives her update to the Commission, met with PNM on a solar project, met with EVSWA on vacate exempt, also met with LeRoy Alderete for the Torreon Community Building to ensure monies are properly spent, there could be an Anti-donation issue since the County does not own the building or land. The funding for the Zipper that was allocated through legislative appropriations needs to be re-authorized to be spent on something else since the zipper was already bought. Ms. Garland has had meetings with staff to discuss contracts and budgets, also with legal counsel to go over pending litigation. Managers' report hereto attached.

***Department Requests/Reports:**

10. Request Increase of Annual Leave Carryover Hours Allowance-Christine Snow, Dispatch Supervisor

Ms. Ortiz asks that this item be tabled until the next meeting. **ACTION TAKEN:**

Commissioner Sanchez makes a motion to table the Request for Increase of Annual Leave Carryover. **Commissioner Frost** seconds the motion. No further discussion, all in favor. **ITEM TABLED.**

11. Professional Services Agreement between Torrance County and Ware Resources to Facilitate the Boys Council Program-Jenea Ortiz, Estancia Valley Youth & Family Council Continuum Coordinator

Ms. Annette Ortiz presents this item for Ms. Jenea Ortiz, this contract is professional services with Mr. Sid Ware of Ware Resources. Mr. Ware facilitates a boy's council program with the school and this is just a renewal of the contract. Contract hereto attached.

Commissioner Frost asks where the funding source comes for this contract.

Ms. Annette Ortiz replies that it comes from JJAC

ACTION TAKEN: Commissioner Frost makes a motion to approve the Professional Services Agreement between Torrance County and Ware Resources. **Commissioner Sanchez** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

12. Resolution 2018-52 Budget Increase-Amanda Tenorio, Finance Director

Ms. Amanda Tenorio presents the Commission with a resolution for a budget increase, the County received more money in the equalization GRT's. The funding will be allocated to the 5 member Commission and to the IT budget. Resolution hereto attached. **ACTION TAKEN:**

Commissioner Sanchez makes a motion to approve Resolution 2018-52 Budget Increase.
Commissioner Frost seconds the motion.

Madam Chair DuCharme asks about the IT.

County Manager Garland replies that is for our computer support and maintenance through Ambitions.

Madam Chair DuCharme asks if the allocation of funding for the 5 member Commission can be done before it is decided to go to a 5 member Commission.

County Manager Garland replies that the Commission has already funded the two positions through the PILT funding. That resolution is next on the agenda to be rescinded and the funds will come from the general fund.

Commissioner Sanchez asks why the IT budget is over and if there is anything the County can do to minimize this cost.

County Manager Garland replies that the Operations Manager will have with the overture in IT, there will be a lot that Mr. Sedillo will be able to do in house. We will be implementing some control measures in place so that not everyone in the County can call Ambitions.

Madam Chair DuCharme asks if DFA will be ok if the funding source for the 5 member Commission comes from the General Fund.

County Manager Garland states that DFA would prefer that it come from the general fund.

Commissioner Frost asks about the numbers for the new Commissioners position, PERA, health insurance. The salary is \$56,452.00, PERA match is \$5,391.00, health insurance is at \$18,436.00 and there are some other costs. Those monies are put in reserve for the new Commissioners, if the new positions are not approved can this funding be used elsewhere.

Ms. Tenorio replies that, yes it can be used elsewhere, the funding can be transferred to another line item.

Commissioner Frost states that he would be in favor of this motion if the \$56,452.00 be removed.

County Manager Garland asks if Commissioner Frost is withdrawing his second.

Commissioner Frost states that according to parliamentary procedure you second the motion to open the floor for discussion and it doesn't mean he has to be in favor.

Commission Votes:

2 in favor Commissioner Frost opposed. MOTION CARRIED.

13. Resolution 2018-53 Rescinding Resolution 2018-41

ACTION TAKEN: **Commissioner Sanchez** makes a motion to approve Resolution 2018-53 Rescinding of Resolution 2018-41. **Commissioner Frost** seconds the motion.

Amanda Tenorio reads Resolution 2018-53 into the record. There is a typo on the resolution and will be corrected to reflect the correct resolution number, resolution 2018-53 references resolution 2018-41 and it should be resolution 2018-46. No further discussion, all in favor.

MOTION CARRIED.

**County Manager Request/Report(s):*

14. Ratification of AT&T Request for Consent/NTP Approval

County Manager Garland informs the Commission that she received notice from AT&T that they need to make minor modifications to their dish to increase their LTE coverage in the area. Legal counsel looked over it and was ok with it so Ms. Garland signed the paperwork.

Documentation hereto attached. **ACTION TAKEN: Commissioner Frost** makes a motion to approve the Ratification of the AT&T request for Consent/NTP. **Commissioner Sanchez** seconds the motion.

Madam Chair DuCharme asks if this was part of agenda item #1.

County Manager Garland replies no, this is a different scenario.

Dennis Wallin states that there is an agreement already in place with AT&T, they were just wanting permission to work on their equipment on the communication tower at dispatch.

Commission Votes:

All in favor. MOTION CARRIED.

15. Consider & Approve Prior Year Invoice: Town of Estancia Fair Grounds Rent

County Manager Garland explains that she received an invoice for the lease at the County Fair Grounds from the Town of Estancia. Invoice hereto attached. **ACTION TAKEN:**

Commissioner Sanchez makes a motion to approve the payment of the Prior Year Invoice for lease at the County Fair Grounds. **Commissioner Frost** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

16. Completion of 2018 General Election Canvass

Linda Jaramillo, County Clerk states that she would like to mention her Chief Deputy Clerk, Linda Kayser. Between Linda and herself they have over 21 years of experience with elections. Ms. Jaramillo states that she couldn't have done it without Linda. Ms. Jaramillo explains that she is going to put out all the election material from the canvass, this way the Commission and public can see the information that is used to canvass an election.

Linda Kayser, Chief Deputy Clerk comments that she would like to thank Linda Jaramillo and states how blessed the County is to have her as the County Clerk. Ms. Jaramillo puts a lot of time and effort into elections and she teaches each one of us in the office everything we need to know about elections.

Linda Jaramillo hands out a canvass report, some of them are by precincts and she has a provisional ballot cast report that will show you how many ballots were counted after the election night. Ms. Jaramillo explains what a provisional ballot is, when a voter goes to a precinct and they are not on the roster, they are giving a provisional ballot to vote on. There were 26 provisional ballots on Election Day, this is why Ms. Jaramillo stresses that election night that these are unofficial results, provisional ballots can change a race. They were 17 in and 11 counted in the canvass, the others said they were registered but were not so they did not count. Provisional voters will receive a letter informing them whether their vote counted or not. Ms. Jaramillo gives numbers from early/in person voting, there were 578 absentee by mail and early voting for both sites was 2042, we had a great turn out for early voting.

Ms. Jaramillo explains the process of how election data is collected to get the results in, there is a runner that goes to each precinct and gets tape from the machine with totals and the cartridge

from the voting machine. Once those are back in the office each cartridge is read and we check those numbers from the cartridge against the tape that was printed out to make sure everything is accurate. The voting machines are certified before the election with test ballots from Secretary of State Offices. Ms. Jaramillo wants to ensure everyone that the machines are certified for accuracy. There are two roster from Election Day, one goes to the SOS office and the other comes back to her office, this is to ensure that votes are not tampered with. Documentation hereto attached. **ACTION TAKEN: Commissioner Frost** makes a motion to approve the election results for the 2018 General Election. **Commissioner Sanchez** seconds the motion.

Public Comment:

Myra Pancrazio asks Ms. Jaramillo what the difference is between absentee machine, absentee hand and absentee FWAB.

Linda Jaramillo explains that machine hand were the federal ballots received by email and are counted by hand and separate from the rest. Ms. Jaramillo explains how absentee by mail ballots are counted. Each envelope is inspected to make sure they are signed and on the absentee roster, then the ballots are taken out and ran through the machine.

Madam Chair DuCharme asks what a federal voter is.

Linda Jaramillo replies that it is a military voter that is stationed overseas or a citizen that is out of the country.

Commission Votes:

All in favor. MOTION CARRIED.

Commissioner Frost states that this is not on the agenda but he would like to take a moment and praise the County Clerk, staff and poll workers for the good job they do on elections.

County Manager Garland would like to remind the Commissioners of the audit closure meeting on Monday November 19 at 9am.

***Recess:**

Madam Chair DuCharme makes a motion to recess the meeting until 2pm for the public hearing. **Commissioner Frost** seconds the motion. Recess given at 1:11

***Reconvened**

ACTION TAKEN: Commissioner Sanchez makes a motion to reconvene from recess. **Commissioner Frost** seconds the motion. All in favor back in session.

Reconvened at 2:10 pm

2:00 P.M. *Public Hearing:

Public Hearing to consider the application for Special Use change in zoning for a wind operated power generating facility (wind farm). Applicant: Pattern Energy, LP. The affected privately owned lands are within sections and portions of sections in the following townships and ranges.

Township 1 North, Range 12 East: Sections 1,3,4,9 through 12,14,15,34. **Range 13 East:** Sections 1,3,4,7 through 15,17,18,21 through 28, 34 through 36. **Range 14 East:** Sections 3, 6,

10, 11, 13 through 15, 18, 19, 22 through 27, 29 through 36. **Range 15 East:** Sections 1 through 13, 15 through 17, 19 through 29, 30, 31, 34 through 36. **Township 2 North Range 12 East:** Sections 1, 4, 8, 11 through 15, 17, 22 through 27, 33 through 35. **Range 13 East:** Sections 1, 3 through 15, 17 through 29, 30, 33 through 35. **Range 14 East:** Sections 1, 4 through 15, 17 through 26, 28 through 31, 33, 34. **Range 15 East:** Sections 1 through 10, 12, 15 through 22, 27 through 30, 32, 34. **Township 3 North Range 12 East:** Sections 1, 3, 4, 12 through 14, 17, 20 through 25, 27 through 29, 33, 35, 36. **Range 13 East:** Sections 6 through 8, 17, 18, 31 through 35. **Range 14 East:** Sections 13 through 15, 22 through 27, 31 through 33. **Range 15 East:** Sections 14, 15, 20 through 28, 29 through 36. **Township 4 North Range 12 East:** Section 25.

Dennis Wallin goes over the purpose of the public hearing and how it will be held. Staff will give report with exhibits, the proponents of the project will speak, audience in favor will speak, audience against will speak and then there will be rebuttal. Mr. Wallin advises to give testimony of own personal knowledge, try not to be repetitive.

Steve Guetschow-Planning and Zoning Director gives his initial report, at the October meeting the Planning and Zoning did give a do pass for the application for a Special Use change in zoning for a wind operated power generating facility. Public posting were put up throughout the area, all citizens in the area were sent a letter. Mr. Guetschow goes over the exhibits in the packet for this project.

At this time Dennis Wallin swears in everyone that is going to speak.

Adam Clark-Manager of Environmental Natural Resources, Pattern Development here on behalf of the applicants which are the wind projects LLC
Crystal Coffman-Senior Manager of Development, Pattern Development also here on behalf of the applicants. Ms. Coffman explains that they are here today to give a presentation to the Commission which is the same presentation that was given at the Planning and Zoning meeting. Pattern Development develops wind farms from beginning to end. So from the construction to the operations of the wind farm, which gives Pattern the insight to become good developers because they have to be good operators. Pattern Development plans on being in the community for a long time, so they like to develop long lasting community relationships. Ms. Coffman explains that Pattern Development started on wind project in NM back in 2013 with the Broadview project by Clovis and the Grady project is underway. These projects gave Pattern the fever to work in NM because of the uniqueness of what NM has to offer which is the robust wind. Wind that can be used to offer what the western part of the U.S. needs, power. With the Broadview project Pattern built a transmission line called the western interconnect. She explains that the power from the Broadview project feeds California at the opportune time. When the solar power is low in CA it is New Mexico's windy season, so it's perfect timing. Ms. Coffman tells the Commission that Pattern's transmission line will use the Sun Zia transmission line, to get the power to CA. They have rights for 1500 megawatts of wind power to put through the transmission line. Pattern Development also has a connection with PNM through the western spirit transmission line, so this project has two different options to take advantage of the resource out in the Corona area. *(At this time Ms. Coffman goes over different slides showing maps of the proposed area)*

Ms. Coffman explains that this project is going to be a big project, there will be 100 full time jobs and those jobs will pay \$60,000.00 a year. She explains that Pattern Development is working with Mesa Land Community college to get certified workers from these areas. So people from the area can work close to home on this project. On the construction part there will be at least 600 jobs available possibly up to 1000 jobs. With the start of this project Patten would like to kick it off with good a working relationship with the County's involved, which are Lincoln, Guadalupe and Torrance. They are starting with the beginning phase which is the permitting, then onto the IRB process and then on to PILT funding process.

Adam Clark explains that the County's zoning ordinance contemplates wind projects as well as the comprehensive plan. Pattern Development is here to get a Special Use Permit for the height variance, you need a variance for structures higher than 80 feet and the wind turbines are over 400 feet in height. Mr. Clark goes over the different wind projects in this SPU, Viento Loco, Duran Mesa, Tecolote, Red Cloud and Cowboy Mesa. *(Mr. Clark refers to the slide show on the proposed area)*

Crystal Coffman explains that the SPU tells us how we need to operate as a business but without lease agreements we have no project. The individual agreements with each land owner where the projects will be, were the first part of the project. Without consent from the land owners there is no project. Pattern Development is still in the process of getting lease agreements with the State Land Office.

Mr. Clark goes over all the agencies that Pattern Development is working with on this project. US Fish & Wildlife, NM Game & Fish, Environment Department & PRC. Mr. Clark states that with US Fish & wildlife they follow the wind energy guidelines and the PRC just recently approved the location. They are working with Claunch Pinto Conservation for the best practices for soil erosion. They also have worked with the Department of Defense, NM has a lot of flight paths that are used for training purposes. Pattern Development has worked with the DOD and the FAA on the development of the wind farm so the military can continue to use the area for training exercises. Mr. Clark states that there were additional requirements that included an extensive environmental report especially with the PRC. There were 60 protection measures that were filed with the PRC for different resources like biological, cultural even a few religious that will be used across the project. He explains that one of the policies for his company is they survey the property. It's not legally required but for their own protection they have a survey done. Pattern Development is a leader in the industry for environment safety.

Mr. Clark goes over the work schedule, the PTC (Production Test Credit) end of 2016, development in 2019, private real estate in 2018, State Land in 2019, PRC filing 2018 and start the financing in the second half of 2019, which will allow the construction process with the goal to have commercial operations at the end of 2020. Mr. Clark goes over some concerns that were brought up which is the red lights. There are two different types of technologies that could help with this concern. Pattern Development is working with the FAA and Department of Defense on radar honing, which once an aircraft is detected the lights will turn on. The other technology is indenta flight which is a camera that collects data and teaches itself to better recognize different types of bird species. The technology will turn off the turbines when the birds are detected. This is an ongoing process that Pattern will continue to work on with the FAA and DOD.

Commissioner Frost asks about restoration.

Mr. Clark responds that part of that is addressed in the leases with the land owners and the other part Patten is working with Claunch Pinto on the restoration.

Commissioner Frost asks what happens in thirty years when the turbines are no longer in use, do the turbines stay on the property or are they taken down.

Ms. Coffman states that they are decommissioned and all of that is laid out in the lease agreement. Pattern is obligated to set aside money for the decommissioning of the turbines.

Madam Chair DuCharme states that it is exciting to have Pattern Development in the County and to be doing business with them, Torrance County is pro-business. However this project will have a huge impact on the land owners in that area. Madam Chair DuCharme asks questions about some of the maps that were presented today by Mr. Clark & Ms. Coffman. Madam Chair asks what zone the area is currently located in.

Mr. Clark states that it is agriculture.

Madam Chair DuCharme asks if there are any subdivisions in the proposed area.

Mr. Clark answers that there is not a subdivision within the SPU area but there are some around the area, in fact there are some of those landowners here today.

Ms. Coffman brings attention to one of the maps and shows where the land leases are located at but it does not mean that there will be a turbine on each one of those leases. It just means that Pattern has the authority to put a turbine on the property per the lease agreement. Ms. Coffman explains that Pattern Development applied to the PRC with the most numbers they possibly could so that they would not have to keep going back and filing for more turbines. Within those filings there are a few homes that are close to the turbines within the HOH that Madam Chair is referring to and the closest home is just under .46/.43 miles away. Which is well within the setback requirements. Pattern Development is working with the homeowners to make sure they are aware of the project and Pattern is making sure they are aware of all homes in the nearby area. Ms. Coffman explains that as of today there is no final layout of the complete project, there are a lot of different variances that will play into where the turbines will be located. Ms. Coffman knows that not everyone will be happy but it is her responsibility to know there concerns and responsibly place the site area.

Madam Chair DuCharme asks if this project was approved by the PRC.

Ms. Coffman replies, yes.

Madam Chair DuCharme asks if the County does not approve this project, can the project move forward.

Mr. Clark replies, no, Patten Development needs the SPU in order to move forward.

Madam Chair DuCharme states that with all the work done with the other agencies it's as though Pattern Development already had the approval.

Mr. Clark explains that there is a lot of leg work that needs to be done prior to the SPU permit process through the County. Pattern Development does not presume to have the approval but there is a lot of work that needs to be done prior to coming before the Commission.

Ms. Coffman states that the permitting process is very detailed so Pattern Development must have all this work done prior to the permit process.

Madam Chair DuCharme states that the process should be done in the opposite direction, you get the approval from the Commission then onto all the other things.

Mr. Clark replies that this is the direction per the ordinance, it sets the perimeter of the process. The Zoning ordinance spells out the distance of the project from residences. The project does not extend an inch further than what lease agreements Pattern Development has.

Madam Chair DuCharme asks if it is correct that Pattern Development is planning on having 900 turbines in this project.

Mr. Clark replies that it depends on the type of turbine that is used on the project. Pattern Development is planning on using a turbine with a higher output of energy which will cut down on the number of turbines. With wind data that they plan on receiving, that will determine the placement of the turbines. There is a certain amount of megawatts that are produced that can be submitted in the transmission at a time.

Madam Chair DuCharme asks if each turbine has the same distance or is each location picked differently.

Mr. Clark explains again that it all depends on the data received, the taller they are they will interact with the wind speed. And then of course all the different setbacks must be met as well. The County ordinance has its own set of setback that must be met as well. The taller the turbine the farther back the setbacks have to be.

Dennis Wallin mentions that the County has a very detailed ordinance and the ordinance requires a lot of detail. There has been a lot of work that has been done over the last 90 to 120 days on this permitting process. Mr. Wallin asks Mr. Guetschow if Pattern Development has met the requirements of the ordinance.

Mr. Guetschow replies, that yes they have met the requirement of the County ordinance.

Madam Chair DuCharme asks about the ratio, 1.1 x the height can that be changed.

Dennis Wallin explains that these setback are required and need to be complied with and if the ratio is changed it becomes a slippery slope. Companies need to have some kind of basis on what they are dealing with when trying to develop in the County. The Commission does not have right knowledge to make those types of changes therefore the Commission would need to hire consultants to help with the process. And that is extra expenses the County does not necessarily need to incur. Mr. Wallin states that there was a lot of time by Steve, other staff members and himself on the research on coming up with the ratio and the requirements were made stringent.

Madam Chair DuCharme asks how the number for the ratio was established.

Steve Guetschow states that he worked with Aldolfo Mendez, (*Aldolfo was one of the County Attorney's*) he did extensive research in the nationwide wind farm regulations and this is how he came up with the numbers.

Mr. Clark states that Pattern Development is striving to leave the smallest foot print in the environment, the spacing of the turbines is a tricky process. The placement of the turbine needs to be in the best place for production purposes. Mr. Clark explains that the County's ordinance was read a long time ago and was put into the design of the project.

Ms. Coffman states that she has her business cards available for anyone to take and contact her if there are any questions or concerns that she can assist them with.

Dale Rose, President of the Corona Homeowners Assoc., states that she is here today on behalf of the Corona Homeowners Assoc., there has been a lot of talk about this project and she

is confident that she is speaking today on behalf of all the landowners. Ms. Rose thanks Madam Chair DuCharme for the support of the subdivisions in the area. Ms. Rose states that she doesn't feel that it shouldn't be **for** or **against** this project but rather unity of the County's and landowners. Those landowners that are lucky enough to benefit from having the towers on their property, the people in CA that are getting our wind but also for those that do not benefit from this but get the effect of the diminished landscape in the area.

Ms. Rose explains that what she is here for today is to ask for a "pre-nup", there are a great many things set in stone for this project but there are things that directly affect "them" for the future. Things that cannot be predicted, she states that there is no option, or decision making for "them" only by the Commission. Ms. Rose asks the Commission to please consider the landowners interest now and in the future during the decision making. Ms. Rose also asks Pattern to keep their word on being proactive on trying to keep the impact to a minimum.

Commissioner Sanchez asks what the specific affects would be to the landowners.

Ms. Rose states that there is a 2012 study on under noise and health from the University of Auckland & Otago in New Zealand, the study states there should be a 1.25 mile set back to prevent health issues. There is noise, sleep issues, small vibrations and noise flickers. The flickers is from the blades moving. They send out a low frequency sound that will affect overall general health. Ms. Rose quotes several different studies from Canada that state that being less than 1.4 kilometers away from the turbine causes over all general health issues.

Ms. Rose brings up property values, this seems to be problematic. She has done a lot of research and has spoken with realtors and no one seems to know what affect it will have on property. The London School of Economics study from 2012 states that there is a decrease of 13% in property value if the home is within 3.2 kilometers of the turbines. Ms. Rose explains that she wants this to be bookmarked, no one knows what will happen with property value but it could potentially affect property taxes for Torrance County.

Commissioner Sanchez asks how many homeowner's live in Corona Ranch.

Ms. Rose states that there are 5 that live there but there are 12 more that own property but do not live there. She mentions that there are 8 more residents in the Cougar Ranch subdivision, there are several land owners who plan on moving out to their properties but are now second guessing that decision and there has been one land owner that has let her property go for taxes.

Commissioner Sanchez asks if there are any other subdivisions in the area.

Ms. Rose replies that there is Corona Ranch, Pinon Village, and Cougar Mountain 1 & 2.

Commissioner Sanchez asks how people live in Cougar Mountain.

Ms. Rose answers that there are 8 or 9 people in Cougar Mountain 1 and 8 people in Cougar Mountain 2, these are residents not the amount of people.

Madam Chair DuCharme states that the Commissioners received the packet and people are either in support or against this project and several landowners say they should get some kind of compensation. Madam Chair asks what kind of compensation this should be.

Ms. Rose replies that she cannot say for sure but Pattern has suggested to the HOA that we should develop a 501C3 (non-profit organization) to apply for grants to improve their subdivision's water and roads. Ms. Rose states that on the topic of water "they" are a bit concerned about the water use in the area and how that will affect their wells. Ms. Rose states that she doesn't have a number out there for compensation but there are other things that can be improved in the village of Corona but that's in Lincoln County but perhaps water for the

subdivisions could be a possibility. But meanwhile Ms. Rose states that “they” will continue to support the project for the benefit to the County.

Rosetta Gilmore informs the Commission that she bought her property about 30 years ago and she likes the view of where her property is located but the next 30 years she has to see wind turbines and no one asked her about how she feels just because she is a small land owner. Ms. Gilmore mentions that she has a small turbine and she knows the effects they have especially the flicker from the turbine but she also realizes that this will help everyone, the schools and the County. She is also in favor of renewable energy but she feels that everyone should have been talked to about their concerns. Ms. Gilmore asks the Commission, who will keep this company accountable for what they are promising to do. There is the presumption that businesses will be coming to Corona because of this project but those are just presumptions. Ms. Gilmore states that she is here today for those people that are not getting anything out of this project. The large landowners are the ones that will be benefitting from this project, the quality of life will be changed. Ms. Gilmore feels that the entire community should have been told about the project, she states that she heard the small talk about the project in June. This is Ms. Gilmore's opportunity to state that she is not happy with the changes to her quality of life but she is at the mercy of those that will be benefitting from this project.

Commissioner Sanchez states that this came before the Planning and Zoning in October and the letters were sent out in September.

Mr. Guetschow explains what the process has been for the this project, the full package was presented to the Planning and Zoning board in October, letters were sent out to everyone in the area and posting were posted on intersections of the area as well.

Rebuttal from Proponent:

Adam Clark responds to the property value question, there are a couple of studies we have put in the package showing that out of 50,000 homes in 9 different states that were within 10 miles of a wind farm, there were no statistics to show that property values changed. There will be an influx of people coming into the area who will need homes to live in.

Crystal Coffman explains that Pattern Development has implemented Community benefits, which everyone will benefit from this project. Once Pattern can establish what the needs are in the community they will implement them. Pattern is planning on being in the community for at least 30 years and they want to help.

Mr. Clark also states that they are developing a committee with local stakeholders to make those decisions.

Madam Chair DuCharme states that she realizes Pattern Development is trying to address the concerns of the people but asks how Pattern will resolve the water issue.

Mr. Clark replies that water will only be used for mixing of the concrete for the foundation of the turbines and for sanitary issues.

Madam Chair DuCharme asks about the flickering lights, will this be addressed using the new technology.

Mr. Clark responds that using the new technology is their objective but the technology has to be approved by the FAA, its brand new technology.

Madam Chair DuCharme states that she traveled through Amarillo Texas at night and the wind turbines were a distraction because of the lights.

Ms. Coffman replies that the lights are something Pattern is trying to mitigate now, they are in the process of studies with the FAA.

Commissioner Frost asks if a turbine can be placed in his back yard, but he realizes that people can see the lights from just about anywhere in the County. But he can see a lot of lights from where he lives, he can see the lights from the City and Towns.

Commissioner Sanchez states that in light of the concerns of the neighbors he asks that Pattern Development engage in conversation with them and address their concerns. Be a good steward in the neighborhood to everyone involved. Commissioner Sanchez states that the land is not appreciated for the history it has in the County, but he also realizes the business opportunity that Pattern Development brings to the area. He just asks that Pattern Development meet the concerns the people have and work with them.

Ms. Coffman replies that yes, Pattern will continue to work with the people and will listen and help with their concerns.

Madam Chair DuCharme asks if the Commission approves this, should there be conditions with it, for the lights or for the setbacks.

Commissioner Sanchez replies that the Commission could be getting into areas that are not within the area of expertise but recommends that Pattern Development have positive talks with the land owners.

Dennis Wallin thanks everyone here today for their input and took the time to come today, it was very informative.

17. Special Use Change for a Wind Operated Power Generating Facility

ACTION TAKEN: **Commissioner Frost** makes a motion to approve the do pass and the Special Use Change for a Wind Operated Power Generating Facility. **Commissioner Sanchez** seconds the motion. All in favor. **MOTION CARRIED.**

Public Request:

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

Ms. Dale Rose thanks the Commission for the public hearing and the respect given to everyone here today.

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) Discussion regarding the purchase, acquisition or disposal of real property for Torrance County operations, Sec. 10-15-1 (H) (8)
- b) Litigation related to NM Counties v. NM Tax & Rev, Sec 10-15-1 (H) (3)

ACTION TAKEN: Commissioner Sanchez makes a motion to go into Executive Session. **Commissioner Frost** seconds the motion. Roll Call Vote: District 1: Yes, District 2: Yes, District 3: Yes.

Executive Session starts at 4:20 pm

***Reconvene from Executive Session:**

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

- c) Consider and Act upon, if necessary the purchase, acquisition of real property For Torrance County Operations. Sec. 10-15-1 (H) (8)
- d) Consider and Act upon, if necessary Litigation related to NM Counties v. NM Tax & Rev. Sec. 10-15-1 (H) (3)

ACTION TAKEN: Commissioner Sanchez makes a motion to reconvene from Executive Session. **Commissioner Frost** seconds the motion.

Reconvened at 4:52 pm

Madam Chair DuCharme states that there was no decision made while in Executive Session.

***Adjourn:**

ACTION TAKEN: Commissioner Sanchez makes a motion to adjourn the September 26, 2018 Regular Commission Meeting. **Commissioner Frost** seconds the motion. No further discussion, the Commission votes all in favor. **MOTION CARRIED.**

Meeting adjourned at 4:53 pm

Madam Chair DuCharme

Sylvia Chavez

Date

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

**DRAFT COPY
TORRANCE COUNTY BOARD OF COMMISSIONERS
REGULAR COMMISSION MEETING
NOVEMBER 28th, 2018**

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

OTHERS PRESENT: BELINDA GARLAND-COUNTY MANAGER
YVONNE OTERO-ADMIN. ASST.

CALL MEETING TO ORDER

Madam Chair DuCharme calls the November 28th, 2018 Regular Commission Meeting to order at 9: 04A.M.

Pledge lead by Gerald Chavez

Invocation lead by Martin Lucero

APPROVAL OF THE NOVEMBER 7th, 2018 SPECIAL COMMISSION MEETING MINUTES

Madam Chair DuCharme asks for a motion to approve the November 7th, 2018 Special Commission meeting minutes. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the November 7th, 2018, Special Commission meeting minutes. Commissioner Sanchez seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

APPROVAL OF THE NOVEMBER 28th, 2018 MEETING AGENDA

Madam Chair DuCharme asks for a motion to approve the November 28th, 2018 meeting agenda **ACTION TAKEN:** Commissioner Sanchez makes a motion to approve the November 28th, 2018 meeting agenda. Commissioner Frost seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

APPROVAL OF CONSENT AGENDA

1.) Approval of Checks

Madam Chair DuCharme asks for a motion to approve the Consent Agenda, Approval of Checks. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the Consent Agenda, approval of checks. Commissioner Sanchez seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

***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

***Commissioner Matters**

1.) Employee Annual Leave – Christine Snow, Dispatch Supervisor

Belinda Garland requests that this item be table. Ms. Snow was not able to attend the meeting as she was covering a shift at dispatch.

ACTION TAKEN: **Commissioner Sanchez** makes a motion to table agenda item #1 Employee Annual Leave. **Commissioner Frost** seconds the motion. No further discussion, all Commissioners in favor. **ITEM TABLED**

2.) Recognition of Torrance County Members of EVSWA Board Members

Commissioner Sanchez states that he placed this item in the agenda to give recognition to the Torrance County Members of the EVSWA board. The board members have rendered an excellent level of service to the citizens of the County. Lots of progress has been made and Commissioner Sanchez is looking forward to continued opportunities for the progress and reform with in the EVSWA. Commissioner Sanchez wanted to take some time, here at the end of the year, to ensure that the individuals are properly recognized. The reason that Commissioner Sanchez feels that they should be recognized is because this service was rendered in the face of great adversity. The relationship between the County and EVSWA has not always been a good one, not everyone has always agreed, lots of diversity. Commissioner Sanchez would like to invite Mr. Chavez and Mr. Romero (EVSWA Board members) to say a few words on this.

ACTION TAKEN: **Commissioner Sanchez** makes a motion to issue a Proclamation of Support. Commissioner Sanchez reads the Proclamation. This is a Proclamation of support of the Torrance County representatives on the EVSWA board of directors. Whereas the Torrance County Commission feels that the exemplary service in the face of adversity to date of the Torrance County representatives on the EVSWA board of directors requires an official expression of gratitude. On behalf of the Torrance County Commission and the citizens of Torrance County now therefore the Torrance County Commission does hereby proclaim its support of and expresses its appreciation to Gerald Chavez, Johnny Romero, and Fred Sanchez this 28th day of November 2018. **Commissioner Frost** seconds the motion. **Commissioner Sanchez** would like to invite Mr. Sanchez and Mr. Romero to say a few words.

Johnny Romero states that he would like to say thank you to the Commission for placing them on this board. It has been a learning lesson. His goal, of being on the board, was to open the doors between the county and solid waste. He felt that in his experience with the county, having held other board positions, there has always been a conflict between the county and solid waste. There was no communication, and it was always costing the county money. All the county ever wanted was justification as to what the money was for. This turned out differently

and the board was met with a lot of opposition in the beginning. Mr. Romero would like to recognize and for the county to recognize that the board worked hard. The board had a lot of support that from other entities and the towns. Without them, the board could not have accomplished what they did. It took more than just the county members to make this happen. In the long run it will be a better situation for solid waste and the county. Things may change in the future, but doing what the board has done he is hopeful that EVSWA and Torrance County will work better together.

Gerald Chavez states that he would also like to thank the commission for placing them on the EVSWA board. When he first was appointed to the board in April, it wasn't just the county members that were new, but also two other members from Estancia and Willard. The dynamics that transpired came from having new members with fresh new minds. Don't look at how we transpired in the face of adversity, but look at the results. The amount of \$190,000.00 that the county needed to pay versus the actual service provided was deemed on numbers that were estimations. When it was realized that the board needed to look at actuals, which is when things started to change for the better. If the board can continue with this fair process, and a method of understanding, by the end of the fiscal year, this Commission can see where they stand in relation to actual numbers. In Mr. Chavez's opinion, this is the greatest accomplishment of the EVSWA board. Mr. Chavez is very thankful for the opportunity. Many times he wanted to quit, but he stuck it out as did the others. The commission appoints a lot of board members, but none suck as this board where it is government to government. These members have a fiduciary responsibility to the solid waste as well as to the county. Everyone appointed has carried out their responsibility and done their due diligence. Thank you again for this opportunity.

Commissioner Sanchez states that if one is to review the numbers and performance in terms of the county contract, they will see that the numbers have changed, there is a big difference. There is a methodology to it all. The membership has cooperated. The chair and the committee show great leadership. In the past few months Commissioner Sanchez states that he has learned a lot, there has been a lot of growth and he hopes the progress continues.

Madam Chair DuCharme states that she agrees with what Commissioner Sanchez has said and is in full support. She is very happy with the representation on the board and she hopes the current members will stick around for a while. Thank you to the EVSWA board for all they have done. No further discussion, all Commissioners in favor. **MOTION CARRIED**

3.) Funding Additional County Needs

Commissioner Sanchez states that he wanted to place this item on the agenda to get an idea of the needs of the departments around the county. Commissioner Sanchez states that he has spoken one on one with department heads, and at this time, if any of the departments have any requests, if they would like to get up and describe their needs to the Commission.

Martin Lucero, Torrance County Emergency Manager states that recently money was re-allocated for the fencing project to another department to cover cost from a project. Mr. Lucero states that there is still a need for the fencing around dispatch. The dynamics have not changed and the dispatch area needs the security fence.

Cindi Sullivan, Animal Control Director, states that her department is still in need of vehicles. One vehicle has a hard time getting down the roads when there is bad weather and the other vehicle is in the shop just about every two weeks. Please keep in mind that the department is still in need of the vehicles.

Madam Chair DuCharme asks Ms. Sullivan what the amount would be for a new vehicle.

Cindi Sullivan states that she is not sure, when she put in her request for the 2 vehicles the amount she placed was \$75,000.00 per vehicle. The amount is high but Ms. Sullivan wanted to make sure she had enough money to cover all the extras that need to be added to the vehicle. Ms. Sullivan thinks that the amount had already been approved by the Commission.

Belinda Garland states that it was not placed on the ICIP, but it was discussed, it just has not been brought before the Commission for a vote. Ms. Garland states she is holding off on purchasing any vehicles because there is maintenance that needs to be done to the building.

Madam Chair DuCharme asks Ms. Sullivan if getting just one vehicle would be of help to her department.

Cindi Sullivan states, yes, one vehicle would be very helpful. She is currently working on getting another vehicle repaired so that when one or both are down we will have a backup.

Madam Chair DuCharme asks Ms. Sullivan to clarify the amount needed for just one vehicle.

Cindi Sullivan states that the total amount for the one vehicle would be estimated at \$75,000.00. She is not asking for a top of the line vehicle, just a good 4 wheel drive with all the necessities.

Linda Jaramillo, Torrance County Clerk, states that everyone is well aware of the voting machine storage building. Ms. Jaramillo would like to request funds to build a loft in the building as she is constantly looking for storage. With all the machines and voting supplies the building is quite crowded. If a loft can be built then a lot of the supplies can be moved to that area therefore creating space on the floor level. Ms. Jaramillo states that she is not aware of how much it would cost and welcomes the Commission to go out and view the building so that they can get an idea of her request, and see if building the loft would be possible.

***Public Relations**

4.) Updates:

a.) County Department

Cindi Sullivan states that the report she handed out runs through the end of October. Currently through October they have handled 502 animals. The numbers have gone up, at this same time last year we had 452 animals which is 50 less at the end of October than this year. We are currently 11 animals short from the entire year last year. We have two month left so the

numbers will increase. The increase is due to the numbers of calls, lose animals, and returning animals to their owners. Just this past week, we picked up 4 animals and returned back 3. The animal control officers have been very busy. The court cases, for people not being in compliance has dropped. People are coming in and getting licenses for their animals and getting the rabies shots for the animals as well. The officers in the field are doing a great job and getting things done. This year we have seen 8 bites cases, it's usually 2-3, so that has increased. There is a lot that goes into a bite case, there is a 10 day bite quarantine, which gets costly to the owners. This is a lot of work, but the department will work with the owners to come into compliance. The animal control would rather work with the people than having to go to court to have them come into compliance.

The department is also involved with various organizations that give the department food donations for the animals. There are times when people cannot afford to get food for their animals and the shelter will be able to get them food. A lady from Santa Fe, called the Sammy Foundation, is a big donor and she usually brings us her donations mid-December. Another huge donor is the Long Leash on Life, we may or may not receive anything from them this year because a lot of the people have not been giving donations, so we may or may not receive donations from them as a lot of shelters were cut from the program. All the donations that we receive from these donors last the shelter the entire year.

We are getting into the colder months and there is a program called The Straw Program. This program contacts the local feed stores to see if they will donate bales of straw to the local animal shelters. The straw can be used as bedding for the animals so that it helps to keep them warm in their houses outdoors. If anyone is in need to straw they can contact the shelter.

The foyer project is moving along. The shelter has sold a total of 412 licenses this year.

Madam Chair DuCharme would like to thank Ms. Sullivan for her detailed updates and is doing a great job.

Martin Lucero states that the WHIPP grant funding has come in, in the amount of \$7,000.00. His department is looking into the different resource requirements that will need to be created to improve the WHIPP route along highway 285. This year they are looking at the potential for getting a command trailer to have better communication along that route. We should have a plan of action around February of 2019.

The first quarter reimbursement for the EMPG grant was requested in the amount \$5,590.00 and we should be receiving that reimbursement soon.

The Moriarty Safe School Plan has been finalized and should be published by the end of the month. All the schools in the county are working in updating this plan. Mr. Lucero, the undersheriff, and a few other individuals have been working with the schools to get their plans updated.

Madam Chair DuCharme thanks Mr. Lucero for all his hard work, the weekly weather slides, and his Facebook page. It is all very informative.

Linda Jaramillo states that the State Canvassing board for the State of New Mexico finished canvassing the 2018 General Election results. There are a few counties that are doing recounts because the percentage of votes was close. There are also a few counties having audits done on their voting machines. Torrance County is in the clear and we will not have to do a recount or have an audit.

Ms. Jaramillo states that the local election law has kicked in. There are several school districts that will be having special elections. Vaughn school district is having a special bond election. With this new election law it has to be all mail. The cost will be covered by the Vaughn School District. There are 100 voters in the Vaugh School district that live in Torrance County. We will mail out those ballots, but the schools will reimburse us for that cost. This new election law goes for any entity, including the County, which will hold a special election. The election must be all mail which can be very costly.

Madam Chair DuCharme states that she heard Ms. Jaramillo state this was the biggest voter turnout in an election for the County, is that correct?

Linda Jaramillo replies, yes, that is correct. For a gubernatorial election it is the biggest she has seen. She hopes that everyone continues to get out and vote.

Madam Chair DuCharme tells Ms. Jaramillo that she deserves a lot of credit for what she does. Madam Chair DuCharme has observed Ms. Jaramillo for almost every meeting and she gives those updates and encourages people to participate during the elections.

Linda Jaramillo states that her staff also deserves the credit. Linda Kayser, Yvonne Otero, Sylvia Chavez, Genell Morris, all of the precinct workers, and the Commission also deserve credit.

Steve Guetschow states that he has a few reports to present to the Commission. The first report is concerning the 2017 House Bill 6. This is a farm bill related to the agriculture production of hemp regulations to be reviewed during the 2019 Legislative Session. This farm bill would allow for the agricultural production of hemp defined as no more than 3% delta-9-THC, Mr. Guetschow reads the letter.

Madam Chair DuCharme asks Mr. Guetschow if he can explain what the 3% means.

Steve Guetschow explains that the Hemp cannot contain more than 3% of THC which is the chemical in marijuana/cannabis that gets a person high. If a farmer has a crop that has a content higher than 3% then he will be ordered to destroy that crop and start again. Back in the 60's the USDA was all for the production of hemp because they used that to make rope for the military. These days the hemp is used in clothing and for medicinal purposes and a wide variety of other things.

Next report is for the United States Forest Service (USFS) Mountainair Ranger District Capilla Fuels Restoration & Forest Reduction Project. Mr. Guetschow reads the letter. For more information on the project you can contact Aaron Johnson, Timber Management Assistant, at (505) 281-3304. Written comments should be mailed to Jay Turner, District Ranger for the

Mountainair Ranger District at PO Box 69 Mountainair, NM 87035. You can fax comments to (505) 847-2238 or email comments to jay.turner@usda.gov, or in person during normal business hours.

Mr. Guetschow reported at the last meeting that Gravity Partners, LLC have applied for an appeal to the Planning Zoning board's denial of the conditional use application for the communications tower in the town of Tajique. Gravity Partners asked that this appeal not be heard until January. Mr. Guetschow consulted with Mr. Wallin to get a written statement from them that relieves the Commissioners of their necessity to hear and make a decision on that appeal within 30 days of the application. Mr. Guetschow has received that letter and will schedule the public hearing for the January 9th, 2019 Commission meeting.

PNM subsidiary of PNMR have applied for a solar project in Moriarty. A few years back PNM acquired a conditional use permit for a switching yard. Tom Burson will be coming before the board as will be Ms. Current for comment on the special use permit. Tom Burson will be coming before the board on the division of property so that he can separate the portions of the properties that are within the jurisdiction of the city of Moriarty and those in the County. Last Wednesday Mr. Guetschow attended the Moriarty P & Z meeting where their committee approved the land division. Mr. Guetschow will also attend the Moriarty Town Council meeting where they will be reviewing the special use applications.

Madam Chair DuCharme states that as she is at the end of her tenure with the County and is trying to express her gratitude. For the past 4 years she could be certain that Mr. Guetschow would give an update and nearly every meeting. She thanks Mr. Guetschow for keeping the Commission informed. She realizes that these reports take time to prepare and so do the public hearings, he does a great job, again thank you for all your hard work. She is very appreciative of all the work and is also impressed by the P & Z meeting minutes.

Steve Guetschow replies, thank you, and he will extend his praise to his staff as he owes a lot of the work to them as well.

Michael Godey states that as a citizen of Tajique, sometimes P & Z topics effect the Tajique area, and he is very appreciative of the updates P & Z gives. He also would like to thank Mr. Guetschow for his work.

c.) County Manager

Belinda Garland states that on Monday November 19th the audit exit conference was held and our audit is ahead of schedule. The audit is being finalized and will be sent to the State Auditor for approval and release to the public. Tracy Sedillo and Amanda Tenorio get a lot of credit for this, them and their staff worked really hard to get it completed this year.

On Tuesday November 20th Ms. Garland and Nick Sedillo met with The Ambitions Group to discuss the IT contract. Ambitions is going to submit a proposal to help reduce the monthly service fees for the maintenance and service of the computer equipment. They also discussed implementing several procedures to help ensure security for the computer systems. Also on this day Annette Ortiz met with the Department of Health, and advised us that they will be moving

back to the project office. They have a target date set for February. The side of the building they want to occupy is being used by DWI and the Domestic Violence program as storage. They are currently in the process of exploring options for storage. One option is a storage container to place on the lot, and they are currently talking with P & Z for the Town of Estancia on the zoning requirements. There is also some work that will need to be done on the building before they move in. The County is responsible for providing a space for the Department of Health which is mandated by state statute. The County currently pays the lease for their space in Moriarty, but the building is in very bad shape and they want to move out and move back to the center of the County. With them moving back, WIC may return to the county as well, which will be very beneficial to the County.

On Monday November 26th the grant committee met to discuss the grants for the Sheriff's department that will be discussed later in the meeting. On this same day Ms. Garland and Mr. Lujan met the attorney's to discuss the Caldera law suit. The interrogatory responses are now ready to submit to the opposing council. Ms. Garland has also been working with legal counsel on some other issues. The negotiating with Next Era has been scheduled for December 11th at 8 AM. The purchase of the Summers building is moving forward as well and Chief Gary is completing all the inspections at this time.

***Department Requests/Reports**

5.) 2018 General Election Certificate - Linda Jaramillo, Clerk

Linda Jaramillo states the Commission will sign the certificates for the winners of the 2018 General Election. She will read what the certificate says for Jesse Lucero, as he is the only one present, and will read names for the remaining winners. Certificate of Election, we the undersigned to hereby certify that having canvassed carefully the votes for the election held on the 6th day of November the year of 2018 in Torrance County New Mexico do find and declare that Jesse Jesus Lucero has been duly and lawfully elected to the office of County Assessor given under our hands and official seal of Torrance County New Mexico on this 28th day of November 2018. All the Commissioners will sign as well as Ms. Jaramillo. These are approved today, but cannot be issued to the candidates until December 7th, 2018. The other certificates that will be presented are for Jose Martin Rivera for County Sheriff, Josie B. Chavez for Probate Judge, Heath White Magistrate Judge, Kevin McCall County Commissioner District 1, and Ryan S. Schwebach County Commissioner District 2.

Ms. Jaramillo states that it has been a pleasure serving as Ex-Officio Clerk to the board these last four years, you will be missed. Ms. Jaramillo also mentions that there will be an election held for a position on the New Mexico Counties Board of Directors. She has sent out letters to the elected officials in Torrance County, an election will be held January 9th at the first Commissions meeting, as the election as to be held in public. Those interested have until December 25th to give Ms. Jaramillo, in writing, that they are interested in running. She sent out emails to those in the county which gave information concerning this board appointment.

6.) ENDWI, BKLUP, CIOT, and 100DOS Grant Agreement - Stephanie Dunlap, Sheriff Administrator

Stephanie Dunlap states that she is asking for approval from the Commission for the New Mexico Department of Transportation and Safer New Mexico Traffic Grants. These grants come in every year and is traffic enforcement throughout the County for their federal fiscal year.

ACTION TAKEN: Commissioner Sanchez makes a motion to approve the ENDWI, BKLUP, CIOT, and 100DOS Grant Agreement. Commissioner Frost seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

7.) Request Conversion of Part-Time Position to Full-Time Position - Leonard Lujan, Road Superintendent

Leonard Lujan states that he is here to ask the Commission if he can convert a part-time position to a full-time position. The operator he had in the Encino area has passed away. This was a full time position but it was converted to a part-time position a few years ago to try and save money. There is no one in the area now and would like to covert it back to a full time position so that the person can be used in that area and other areas of the county as well. Mr. Lujan states that he does have the funding in his budget and will not require a budget increase.

ACTION TAKEN: Commissioner Frost makes a motion to approve the conversion of part-time position to full-time position. Commissioner Sanchez seconds the motion. Madam Chair DuCharme asks Mr. Lujan to provide the Commission with numbers on what the full-time position will cost. Leonard Lujan states that it will be at about \$30,000.00 which is about a \$10,000.00 increase from the \$20,000.00 for the part-time position. The salary may increase at the beginning of the year depending on how much the insurances go up. Mr. Lujan states that he didn't come up during the needs for the departments so he would like to state his request at this time. Mr. Lujan states that he has been looking into ways that he can get more people hired for his department. For his department to run more efficiently he would need funding to be able to hire 4-5 more operators. He has 10 blades but only 6 operators, if he was able to get those extra people he can have all 10 blades running. No further discussion, all Commissioners in favor. **MOTION CARRIED**

***County Manager Request/Reports**

8.) Consider and Act Upon, December 26th, 2018 Commission Meeting

Belinda Garland is asking the Commission what they want to do for the last meeting that is scheduled in December. Would they like to keep it as scheduled, cancel the meeting, reschedule the meeting for December 20th, or handle it like they did last year? The way it was handled last year was if there was business that needed to be handled after the first meeting in December they could call a special meeting, if necessary. If the meeting happens as scheduled it may be difficult to get anyone to come to the meeting as a lot of the employees will use their annual leave, not many people will be around. Ms. Garland would like directive how how to proceed.

Commissioner Frost states that a Special Commission Meeting would be scheduled if needed, if the last meeting was to be canceled, correct?

Belinda Garland replies, yes, that is correct.

Madam Chair DuCharme asks Ms. Garland if she anticipates any business that would need to be handled that would require us to schedule the Commission meeting on the 20th of December.

Belinda Garland states that it is hard to predict. Last year we did have business and that was the reason we had to schedule a special meeting.

Commissioner Frost asks why they would schedule a meeting on Thursday the 20th and not on Wednesday the 19th.

Belinda Garland states that she is fine with it being scheduled on the 19th. She just wants directive on how show should proceed.

Madam Chair DuCharme states that they are advertising for the Ordinance for the 5 member Commission.

Belinda Garland states that the public hearing for that will be held on December 12th not the 26th.

Commissioner Frost states that if a special meeting is necessary he would be able to attend on the 19th but not the 20th.

Belinda Garland states that she can advise the Commission on the December 12th meeting if a special meeting will be necessary. They will put on the website that the meeting for December 26th, 2018 will be cancelled ad a special meeting will be tentatively scheduled from December 19th, 2018

Madam Chair DuCharme asks that if it being a special meeting can members of the public still place their requests on the agenda.

Belinda Garland replies, yes, the title of the meeting will not make a difference.

ACTION TAKEN: Commissioner Frost makes a motion to cancel the December 26th, 2018 Commission meeting and schedule a special meeting on December 19th, 2018 if necessary. **Commissioner Sanchez** seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

***Adjourn**

ACTION TAKEN: Commissioner Sanchez makes a motion to adjourn the November 28th, 2018 Regular Commission Meeting. Commissioner Frost seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

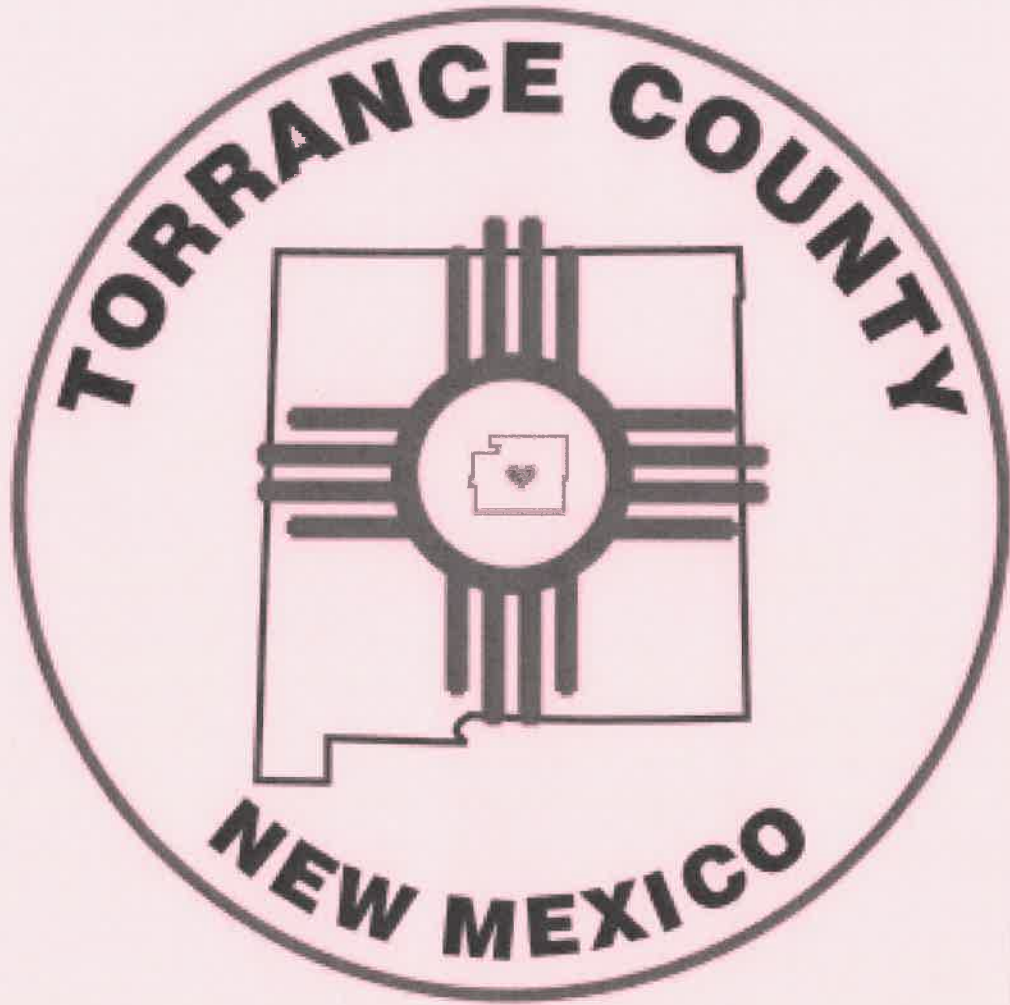
MEETING ADJOURNED AT 10:13 AM

Madam Chair DuCharme

Yvonne Otero-Administrative Assistant

Date

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



Consent Agenda

Fiscal Year 2018-2019
Budget Transfers
Resolution 2018-37

Fund From	Fund To	Approved Amount	Current Transfers	Total Transfers	Transfer Balance
401 General	402 Road	\$ 95,000.00	\$ -	\$ -	\$ 95,000.00
401 General	403 Farm & Range	\$ 32,500.00	\$ -	\$ -	\$ 32,500.00
401 General	412 County Fair	\$ 19,000.00	\$ -	\$ -	\$ 19,000.00
401 General	419 EVSWA Contract	\$ 150,000.00	\$ -	\$ 30,000.00	\$ 120,000.00
401 General	420 Jail	\$ 600,000.00	\$ 100,000.00	\$ 300,000.00	\$ 300,000.00
401 General	600 Safety	\$ 22,672.00	\$ -	\$ -	\$ 22,672.00
401 General	826 Civil Defense	\$ 20,651.00	\$ -	\$ -	\$ 20,651.00
401 General	610 Property Valuation	\$ 47,700.00	\$ -	\$ -	\$ 47,700.00
401 General	631 Senior Citizens	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
401 General	675 Rural Addressing	\$ 54,996.00	\$ -	\$ -	\$ 54,996.00
401 General	685 Code Enforcement	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
401 General	690 Domestic Violence	\$ 46,500.00	\$ -	\$ -	\$ 46,500.00
401 General	428 Fire Stipends	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -
401 General	911 E-911	\$ 260,000.00	\$ -	\$ -	\$ 260,000.00
411 Fire Pool	401 General	\$ 5,221.00	\$ -	\$ -	\$ 5,221.00
911 E911	401 General	\$ 41,768.00	\$ -	\$ -	\$ 41,768.00
641 Wind PILT	420 Jail	\$ 900,000.00	\$ 100,000.00	\$ 300,000.00	\$ 600,000.00
641 Wind PILT	412 County Fair	\$ 14,250.00	\$ -	\$ -	\$ 14,250.00
629 Home Visiting	641 Wind PILT	\$ 47,748.76	\$ 47,748.76	\$ 47,748.76	\$ -
825 Ice Inmate	401 General	\$ 3,465.63	\$ 3,465.63	\$ 3,465.63	\$ -
Total		\$ 2,427,472.39	\$ 301,214.39	\$ 731,214.39	\$ 1,696,258.00

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

TOTAL CHECKS PRINTED 39

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 68,991.69 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 12/04/2018 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

ATTEST BY

James W. Frost

Javier Sanchez

Julia Ducharme

Linda Jaramillo

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

Tracy L. Sedillo

DEBITS	CREDITS
** GRAND TOTAL **	68,991.69
**TOTAL	18,307.66
**DEPT	3,249.10
401-05-2203	625.10
401-05-2204	200.00
401-05-2212	2,424.00
**DEPT	445.00
401-08-2202	37.68
401-08-2219	322.42
401-08-2221	84.90
**DEPT	350.28
401-10-2202	91.28
401-10-2205	84.00
401-10-2266	175.00
**DEPT	1,641.55
401-15-2202	138.25
401-15-2203	1,222.01
401-15-2215	281.29
**DEPT	870.91
401-16-2203	870.91
**DEPT	265.76
401-21-2204	175.00
401-21-2205	42.99
401-21-2308	47.77
**DEPT	820.22
401-30-2202	86.11
401-30-2219	734.11
**DEPT	9,389.53
401-50-2201	1,791.38
401-50-2202	7,598.15
**DEPT	414.33
401-55-2219	414.33
**DEPT	620.62
401-82-2202	292.65
401-82-2208	248.14
401-82-2272	79.83
**DEPT	240.36
401-90-2205	240.36
**TOTAL	731.31
**DEPT	731.31
402-60-2201	639.13
402-60-2203	92.18
**TOTAL	5,765.00
**DEPT	5,765.00
	STATE FIRE ALLOTMENT
	5,765.00

	DEBITS	CREDITS
405-91-2202	VEHICLE FUEL	804.05
405-91-2208	ELECTRICITY	420.95
405-91-2211	VOLUNTEER FIRE INSURANCE	3,986.50
405-91-2248	SAFETY EQUIPMENT	553.50
**TOTAL	DISTRICT 2 VFD	4,785.04
**DEPT	STATE FIRE ALLOTMENT	4,785.04
406-91-2201	VEHICLE MAINTENANCE/REPAIR	379.56
406-91-2202	VEHICLE FUEL	203.87
406-91-2208	ELECTRICITY	173.55
406-91-2211	VOLUNTEER FIRE INSURANCE	3,986.50
406-91-2248	SAFETY EQUIPMENT	41.56
**TOTAL	DISTRICT 1 VFD	4,135.85
**DEPT	STATE FIRE ALLOTMENT	4,135.85
407-91-2208	ELECTRICITY	149.35
407-91-2211	VOLUNTEER FIRE INSURANCE	3,986.50
**TOTAL	DISTRICT 3 VFD	4,848.99
**DEPT	STATE FIRE ALLOTMENT	4,848.99
408-91-2202	VEHICLE FUEL	179.55
408-91-2208	ELECTRICITY	438.94
408-91-2211	VOLUNTEER FIRE INSURANCE	3,986.50
408-91-2248	SAFETY EQUIPMENT	244.00
**TOTAL	DISTRICT 4 VFD	4,144.16
**DEPT	STATE FIRE ALLOTMENT	4,144.16
409-91-2202	VEHICLE FUEL	42.06
409-91-2208	ELECTRICITY	115.60
409-91-2211	VOLUNTEER FIRE INSURANCE	3,986.50
**TOTAL	COUNTY FIRE PROTECTION FUND	2,499.00
**DEPT	1/4% FIRE EXCISE TAX	2,499.00
411-92-2248	SAFETY EQUIPMENT	2,499.00
**TOTAL	FIRE DEPARTMENT ADMIN	829.96
**DEPT	STATE FIRE ALLOTMENT	829.96
413-91-2201	VEHICLE MAINTENANCE/REPAIR	69.99
413-91-2202	VEHICLE FUEL	759.97
**TOTAL	EMS FUND	1,027.41
**DEPT	EMS ALLOTMENT	1,027.41
415-33-2346	TCFD 2	342.47
415-33-2347	TCFD 3	342.47
415-33-2349	TCFD 5	342.47
**TOTAL	DISTRICT 6 VFD	4,325.97
**DEPT	STATE FIRE ALLOTMENT	4,325.97
418-91-2202	VEHICLE FUEL	263.39
418-91-2208	ELECTRICITY	76.08
418-91-2211	VOLUNTEER FIRE INSURANCE	3,986.50
**TOTAL	JAIL FUND	3,126.30

DEBITS CREDITS

DEPT	DESCRIPTION	DEBITS	CREDITS
**DEPT	COMMUNITY MONITORING	421.01	.00
420-73-2202	VEHICLE FUEL	80.30	.00
420-73-2218	EQUIPMENT MAINTENANCE/REPAIR	340.71	.00
**DEPT	TRANSPORTATION OF PRISONERS	2,705.29	.00
420-74-2202	VEHICLE FUEL	2,705.29	.00
**TOTAL	SAFETY PROGRAM	4,844.40	.00
**DEPT	RISK MANAGEMENT	4,844.40	.00
600-06-2248	SAFETY EQUIPMENT	4,844.40	.00
**TOTAL	CIVIL DEFENSE FUND	3,740.92	.00
**DEPT	COMMUNICATIONS/EMS TAX	3,740.92	.00
604-83-2201	VEHICLE MAINTENANCE/REPAIR	1,483.48	.00
604-83-2202	VEHICLE FUEL	60.30	.00
604-83-2219	OFFICE SUPPLIES	1,387.22	.00
604-83-2248	SAFETY EQUIPMENT	809.92	.00
**TOTAL	DWI PROGRAM FUND	71.35	.00
**DEPT	DWI DISTRIBUTION GRANT FY17	71.35	.00
605-13-2202	VEHICLE FUEL	71.35	.00
**TOTAL	PROPERTY VALUATION FUND	243.04	.00
**DEPT	COUNTY ASSESSOR	243.04	.00
610-40-2202	VEHICLE FUEL	29.44	.00
610-40-2205	MILEAGE/PER DIEM	213.60	.00
**TOTAL	CLERK'S EQUIPMENT FUND	668.75	.00
**DEPT	COUNTY CLERK	668.75	.00
612-20-2617	CO/EQUIPMENT	668.75	.00
**TOTAL	CAPITAL OUTLAY GROSS RECEIPTS TX	294.00	.00
**DEPT	CAPITAL OUTLAY GROSS RECEIPTS TX	294.00	.00
621-96-2612	CO/LAND & LAND IMPROVEMENTS	294.00	.00
**TOTAL	JUVENILE JUSTICE GRANT	2,750.00	.00
**DEPT	CYFD JUVENILE JUSTICE GRANT FY17	2,750.00	.00
635-67-2272	PROFESSIONAL SERVICES	2,750.00	.00
**TOTAL	RURAL ADDRESSING	347.27	.00
**DEPT	RURAL ADDRESSING	347.27	.00
675-07-2202	VEHICLE FUEL	37.38	.00
675-07-2242	SIGNS	309.89	.00
**TOTAL	DOMESTIC VIOLENCE GRANT	268.24	.00
**DEPT	WIND PILOT	268.24	.00
690-09-2202	VEHICLE FUEL	25.70	.00
690-09-2218	EQUIPMENT MAINTENANCE/REPAIR	44.74	.00
690-09-2284	EQUIPMENT LEASES	197.80	.00
**TOTAL	EMERGENCY-911 FUND	1,237.07	.00

	DEBITS	CREDITS
**DEPT		
911-80-2202	1,237.07	.00
911-80-2208	90.48	.00
	1,146.59	.00
BANK01	68,991.69	.00
** BANK TOTALS **	68,991.69	.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
01 O	105873	ALBUQUERQUE OFFICE SYSTEMS	REMOVE EXISTING CARPET, FLOOR	600-06-2248	1112918	11/27/2018	33116	873.
	3366.28		PREP, VINYL FLOORING, COVE BASE, AND ADHESIVE.				33116	
	11/28/2018						33116	52.
			INVOICE #7227	600-06-2248		/ /		
			FURNITURE FOR OPERATIONS	600-06-2248	2112918	11/27/2018	33134	2399.
			MANAGER OFFICE & INSTALLATION				33134	
			NMGRT	600-06-2248		/ /	33134	40.
			INVOICE #7240					
RISK MANAGEMENT 3366.28								
01 O	105874	ARTESIA FIRE EQUIPMENT INC	AK-9146 AKRON 2.5" G2 VALVE	408-91-2248	3112918	11/27/2018	33035	244.
	797.50		SERVICE/CONVERSION KIT FOR 7625, 7825, 8625, 8825, AND 8925 SWING				33035	
	11/28/2018		OUT VALVES WITH S/S METAL BALL FOR TENDER 3-2				33035	
			INVOICE #65574					
			CLASS 1 LFP220, 2.5" GUARGE, 30" TO 400#, WHITE FACE LIQUID FILLED.	405-91-2248	4112918	11/27/2018	33043	158.
			CLASS 1 LFP310, 2.5" GUARGE, 30" TO 400#, WHITE FACE LIQUID FILLED.	405-91-2248		/ /	33043	72.
			NORTH AMERICAN FIRE HOSE 2.5" X 25 FT. 100% POLYESTER DJ RUBBER LINED FIRE HOSE W/ 2.5" ALUMINUM COUPLINGS - PLAIN WHITE.	405-91-2248		/ /	33043	322.
			INVOICE #65573					
STATE FIRE ALLOTMENT 797.50								
01 O	105875	B I INC	GPS/ADD OCT.BILLING	420-73-2218	5112818	11/28/2018		340
	340.71		(3) DEFENDANTS TAX					
	11/28/2018		INVOICE #1108599 ACCT#3533					
COMMUNITY MONITORING 340.71								
01 O	105876	BOUND TREE MEDICAL, LLC	12V BATTERY FOR LIFEPAK12	415-33-2346	6112718	11/28/2018	32986	342
	1837.33		RAPID COLD COMPRESS, CASE OF 24	415-33-2347		/ /	32986	342.
	11/28/2018		RAPID HEAT HOT PACKS, CASE OF 4 BOXES	415-33-2349		/ /	32986	342.
			SNAPLIGHT LIGHTSTICK, CASE/100				32986	
			COMBAT APPLICATION TOURNIQUET				32986	
			GO-PAP WITH BITRAC ED WITH NEB - ADULT MED				32986	
			GO-PAP WITH BITRAC ED WITH NEB - ADULT LG				32986	
			INVOICE #83002991/83009939					
			ACCT#204887					
			INTERMEDIATE BLEEDING KIT	604-83-2248	7112718	11/28/2018	33011	809.
			CONTROL				33011	
			INVOICE #31-1739487					
			ACCT#204887					
EMS ALLOTMENT 1027.41 COMMUNICATIONS/EMS TAX 809.92								
01 O	105877	CENTRAL NM ELECTRIC COOP.	DIST 5 VFD MONTHLY ELECTRIC	405-91-2208	8112718	11/28/2018		420
	2816.97		CHARGES 9/30/18-11/01/18					
	11/28/2018		ACCT#8880411701/CARL CANNON RD					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AM
			ACCT#19103200/85 GALLOWAY RD					438.
			ACCT#19103300/85 GALLOWAY RD WELL					
			MONTHLY CHARGES 9/30/18-11/01/18 408-91-2208					
			ACCT#19615100,8880074400,8880488700					
			MONTHLY CHARGES 9/30/18-11/01/18 409-91-2208					115.
			ACCT#20554000,8880282700					
			MONTHLY CHARGES 9/30/18-11/01/18 406-91-2208					173.
			ACCT#8880099100/28 BRYANT RD					
			ACCT#19770500/49 INDIAN HILLS RD					
			MONTHLY CHARGES 9/30/18-11/01/18 418-91-2208					76.
			VOTING MACHINE WAREHOUSE 401-21-2308					47.
			ACCT# 88808529300					
			MONTHLY BILL ACCT#8880084401					248.
			MONTH OF OCTOBER					
			ELECTRIC BILL DISPATCH OCT					1146.
			ACCT #8880581500					
			MONTHLY CHARGES 9/30/18-11/01/18 407-91-2208					149.
			ACCT#21036000,8880105100,8880625100					
			STATE FIRE ALLOTMENT 1374.47 ELECTIONS 47.77 ANIMAL SHELTER 248.14					
			911-DISPATCH CENTER 1146.59					
			DESIGN SILK SCREEN PRINTERS					
01 O	105878		FD11 (RED) - STRIPING OF SIDES, 411-92-2248		26112718	11/28/2018	32974	2425
	2499.00		TAILGATE, & ROOF.				32974	
	11/28/2018		EMERGENCY DIAL 911 ON BOTH ENDS 411-92-2248				32974	74.
			BED.					
			INVOICE #34610 ACCT#1214					
			1/4% FIRE EXCISE TAX 2499.00					
			DOUBLE H AUTO					
01 O	105879		ANOUS ITEMS NEEDED FOR VEHICLE 408-91-2201		91112718		32936	
	379.56		MAINTENANCE & REPAIR.				32936	
	11/28/2018		SEPTEMBER 2018.				32936	
			OIL, OIL FILTERS, FUEL FILTERS, 407-91-2201				32936	
			WIPER BLADES, ANTIFREEZE MISCELL 406-91-2201				32936	379
			INVOICE #459286 ACCT#2924					
			STATE FIRE ALLOTMENT 379.56					
			HART'S TRUSTWORTHY HARDWARE					
01 O	105880		ROLLERS/BRUSHES, CLEANING SUPPLI 406-91-2220		10112718		32939	41
	41.56		ES, MISCELLANEOUS ITEMS NEEDED 406-91-2248				32939	
	11/28/2018		SEPTEMBER 2018.				32939	
			LUMBER, PLUMBING NEEDS, PAINT 406-91-2215				32939	
			FOR BUILDING MAINTENANCE/REPAIR 408-91-2215				32939	
			AND REPAIR SAFETY EQUIPMENT. 408-91-2248				32939	
			INVOICE #B290561 ACCT#33					
			STATE FIRE ALLOTMENT 41.56					
			HONSTEIN OIL CO.					
01 O	105881		VEHICLE FUEL INV #ZZ2243					
	292.65		INVOICE #ZZ2243 ACCT#2445/					
	11/28/2018		TCANISHHEL		11112718	11/28/2018		292
			ANIMAL SHELTER 292.65					
			INDEPENDENT NEWS LLC					
01 O	105882		PUBLIC NOTICE FOR NOV 14					
	84.90		PUBLIC HEARING PATTERN WIND SU					
			12112718 11/28/2018				33020	84
							33020	

Ck#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
11/28/2018			2 EDITION RUN 10/19 & 11/1 AFFADAVIT				33020	
			INVOICE #80836&81051				33020	
			PN PATTERN ENERGY 10/12 EDITION					
			PN PATTERN ENERGY 11/9 EDITION					
			TAX					
=====								
		PLANNING & ZONING						84.90
01 0	105883	MANZANO TIENDITA LLC	RENT OF MANZANO CENTER	401-21-2204	13112718	11/28/2018	33066	175.
			POLLING PLACE FOR GENERAL				33066	
			ELECTION 2018				33066	
			INVOICE #320735					
=====								
		ELECTIONS						175.00
01 0	105884	NM ASSOCIATION OF COUNTIES	BETTER INFORMED PUBLIC OFFICIALS	401-10-2266	14112718	11/28/2018	33194	175.
			CONFERENCE (BIPO)-B.GARLAND				33194	
			INVOICE #2538631-111703432					
=====								
		COUNTY MANAGER						175.00
01 0	105885	NM COUNTY INSURANCE AUTHORITY	MULTILINE DEDUCTIBLE	401-05-2212	15112718	11/28/2018		2424.
			CR-26735					
			INVOICE #787 ACCT# 31					
			ACCIDENT & SICKNESS POLICY# VFP	407-91-2211	16112718	11/28/2018		3986.
			4632-4315E-02-12/01/18-12/09/19					
			406-91-2211					3986.
			408-91-2211					3986.
			409-91-2211					3986.
			405-91-2211					3986.
			ACCT #VFP 4632-4315E-02					3986.
=====								
		COUNTY COMMISSION						2424.00
01 0	105886	OFFICE DEPOT INC.	GUEST CHAIRS	401-30-2219	17112718	11/28/2018	33179	159.
			INVOICE #232394001001					
			ACCT#89520081					
=====								
		COUNTY TREASURER						159.98
01 0	105887	ORTIZ, ANNETTE	TRAVEL TO TUCUMCARI NM	401-10-2205	18112718	11/28/2018		84.
			ACT WORK READY COMMUNITIES NM					
			BOOT CAMP AGENDA					
=====								
		COUNTY MANAGER						84.00
01 0	105888	ORTIZ, JENEA R	CONTINUUM COORDINATOR	635-67-2272	19112718	11/28/2018		2750.
			GRT NOVEMBER 2018					
			INVOICE #05-FY2019					
			ACCT# 19-690-15201					
=====								
		CYFD JUVENILE JUSTICE						2750.00
01 0	105889	P & M SIGNS INC	BLUEGRASS RD N GR/WH	675-07-2242	21112718	11/28/2018	33138	40.
			BLUEGRASS RD S GR/WH	675-07-2242			33138	40.
			ECHO RIDGE RD GR/WH	675-07-2242			33138	34.
			SALT MISSIONS TRL GR/WH	675-07-2242			33138	160.
			JILL RD	675-07-2242			33138	34.
			INVOICE #8052					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
RURAL ADDRESSING	309.89							
01 0 105890	717.28	PACIFIC OFFICE AUTOMATION, INC.COMMISSION	ROAD	401-05-2203	20112718	11/28/2018		625.
11/28/2018			INVOICE #32729490	402-60-2203	/ /			92.
			ACCT# 1821290					
COUNTY COMMISSION	625.10	COUNTY ROAD DEPARTMENT						
01 0 105891	639.13	RICH FORD SALES	FORD (SHERIFF) TRUCK	402-60-2201	22112718	11/28/2018		639.
11/28/2018			FIX WIRING AND IGNITION					
			INVOICE #2020630/1					
COUNTY ROAD DEPARTMENT	639.13							
01 0 105892	44.74	RICOH USA, INC	BLACK AND WHITE AND COLOR	690-09-2218	23112718	11/28/2018		44.
11/28/2018			COPIES OCT 1- OCT 31,2018					
			INVOICE DATE NOVEMBER 1,2018					
			INVOICE #5054937607					
			ACCT #3940880					
WIND PILT	44.74							
01 0 105893	197.80	RICOH USA, INC	PERIODIC PAYMENT 11/01/18-	690-09-2284	24112718	11/28/2018		197.
11/28/2018			11/30/18 INVOICE DATE 10/13/18					
			INVOICE #30830535 ACCT# 3940880					
WIND PILT	197.80							
01 0 105894	2092.92	RMS SERVICES	ADMIN BLDG OCT 2018	401-15-2203	25112718	11/28/2018		1222.
11/28/2018			JUDICIAL OCT 2018	401-16-2203	/ /			870.
			INVOICE #3799/3800					
ADMINISTRATIVE OFFICES	1222.01	JUDICIAL COMPLEX MAINT						
01 0 105895	281.29	SOUND & SIGNAL SYSTEMS OF NM	INREPAIR MAG LOCKS ON THE TWO	401-15-2215	27112718	11/28/2018	33173	281.
11/28/2018			EAST DOORS AT ADMIN. BULDING				33173	
			INVOICE #SD1863 ACCT#19510					
ADMINISTRATIVE OFFICES	281.29							
01 0 105896	668.75	SPEEDY GONZALES CONSTRUCTION	LIEORTA POTTY TRAILER RENTAL FOR	612-20-2617	28112718	11/28/2018	33160	668.
11/28/2018			POLLING SITE				33160	
			INVOICE #636547				33160	
COUNTY CLERK	668.75							
01 0 105897	230.13	STAPLES BUSINESS ADVANTAGE	CALCULATOR ADD ROLLS, ACCO PRESS	401-30-2219	29112718	11/28/2018	33111	230.
11/28/2018			TEX COVERS W/ HOOKS, KLEENEX,				33111	
			LYSOL WIPES, LYSOL SANITIZING				33111	
			SPRAY, COPY PAPER, DAB AND SEAL				33111	
			ENVELOPE MOISTENER, AA BATTERIES				33111	
			VISITOR CHIME				33111	
			INVOICE #3394902436/3395748955					
			ACCT #394849					
COUNTY TREASURER	230.13							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AM
01 0	105898	STAPLES BUSINESS ADVANTAGE	DAY PLANNERS, SHARPIES, BINDER	401-08-2219	30112718	11/28/2018	33144	322.
	322.42		CLIPS, FILE FOLDERS, STICKER				33144	
	11/28/2018		LABELS, SHIPPING TAPE, BUSINESS				33144	
			CARD STOCK, CORRECTION TAPE, CD				33144	
			CASES, DUST DESTROYER, ENVELOPES				33144	
			AND PAPER.				33144	
			INVOICE #3396210285,3395887297					
			..98..99.. ACCT#394849					
PLANNING & ZONING								
								328.42
01 0	105899	STAPLES BUSINESS ADVANTAGE	OFFICE CHAIR, KLEENEX TISSUE,	401-55-2219	31112718	11/28/2018	33149	328.
	328.33		TAPE, BATTERIES, PRINTER INK,				33149	
	11/28/2018		POST-IT NOTES, CORDLESS, WIRELES				33149	
			S MOUSE, PADS OF PAPER.					
			INVOICE #3395887300					
			ACCT #70109685DAL					
FINANCE DEPARTMENT								
								328.33
01 0	105900	STAPLES BUSINESS ADVANTAGE	SAMSUNG DVD PLAYER	604-83-2219	32112718	11/28/2018	33106	110.
	1387.22		WIRELESS KEYBOARD AND MOUSE				33106	60.
	11/28/2018		MICROSOFT OFFICE				33106	558.
			HP 201A MAGENTA TONER				33106	170.
			HP 201A BLACK TONER				33106	144.
			HP 201A CYAN TONER				33106	170.
			HP 201A YELLOW TONER				33106	170.
COMMUNICATIONS/EMS TAX								
								1387.22
01 0	105901	T.A. TIRES & SERVICE	REPLACEMENT TIRES & RIMS	604-83-2201	34112718	11/28/2018	33205	1483.
	1483.48		2017 DODGE RAM				33205	
	11/28/2018		INVOICE #799523					
COMMUNICATIONS/EMS TAX								
								200.48
01 0	105902	TAJIQUE LAND GRANT	LEAS TAJIQUE TRAN STATION	401-05-2204	35112718	11/28/2018		200.
	200.00		NOVEMBER INVOICE #2018-4					
	11/28/2018							
COUNTY COMMISSION								
								200.00
01 0	105903	TRIADIC INC.	8 LT06 TAPES AND SHIPPING	401-30-2219	36112718	11/28/2018	32807	328.
	430.00		2 LT06 TAPES AND SHIPPING				32807	82.
	11/28/2018		SHIPPING ON 8 TAPES				32807	16.
			SHIPPING ON 2 TAPES				32807	4.
COUNTY TREASURER								
								344.00
			FINANCE DEPARTMENT					86.00
01 0	105904	TRULY NOLEN OF AMERICA, INC.	MONTHLY PEST CONTROL SERVICES	401-82-2272	33112718	11/28/2018	32902	79.
	79.83		TAX					
	11/28/2018		INVOICE #550145528					
			ACCT #055-5528974					
ANIMAL SHELTER								
								79.83
01 0	105905	TWO GUNZ CUSTOMZ & HYDROGRAPHICSD2	OIL CHANGE/TOP OFF FLUIDS	413-91-2201	37112718	11/28/2018	33069	69.
	69.99		INVOICE #1407				33069	
	11/28/2018							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	AM
01 0	105906	TC & F LLC	WEED KILLER SPRAY FOR TORRANCE	621-96-2612	51101718	10/17/2018	32812	294.
	294.00		COUNTY ADMINISTRATIVE BUILDING				32812	
	11/28/2018		AND PARKING LOT.				32812	
			INVOICE #811 ACCT#FCRD					
CAPITAL OUTLAY GROSS R 294.00								
01 0	105911	DOUBLE H AUTO	AIR CONDITIONING SYSTEM	401-50-2201	17101718	10/17/2018	32684	1791.
	1791.38		REPLACEMENT FOR THE TCSSO				32684	
	11/29/2018		FOREST PATROL UNIT				32684	
			SUPPRESSOR MAT 36X60					
COUNTY SHERIFF 1791.38								
01 0	105912	LUCERO, JESUS	TRAVEL TO ALBUQUERQUE NM	610-40-2205	1112918	11/29/2018	32478	1478.
	213.60		BETTER INFORMED PUBLIC OFFICIAL				32478	
	11/29/2018		CONFERENCE				32478	
COUNTY ASSESSOR 213.60								
01 0	105913	TOP USA CORP ATTN: ORDER DEPT	500 WIND TURBINE STRESS RELIEVER	600-06-2248	6461418	06/14/2018	32478	1478.
	1478.12		COMMUNITY OUTREACH, NM STATE				32478	
	11/29/2018		FAIR, COUNTY FAIR				32478	
			INVOICE # 2018-11295					
RISK MANAGEMENT 1478.12								
01 0	105914	WEX FLEET UNIVERSAL	RURAL ADDRESSING	675-07-2202	2112918	11/29/2018		37.
	13347.59		DWI OCTOBER	605-13-2202				71.
	11/29/2018		TCPO-DOMESTIC VIOLENCE	690-09-2202				25.
			ELECTRIC MONITORING	420-73-2202				80.
			SHERIFF FUEL	401-50-2202				7598.
			TRANSPORT FUEL	420-74-2202				2705.
			COMMISSION	401-10-2202				91.
			CLERK	401-21-2205				42.
			ASSESSOR	610-40-2202				29.
			TREASURER	401-30-2202				86.
			P&Z & CODE ENFORCEMENT	401-08-2202				37.
			TC DISPATCH	911-80-2202				90.
			MAINTENANCE	401-15-2202				138.
			CIVIL DEFENSE	604-83-2202				60.
			FIRE ADMIN	413-91-2202				759.
			TCFD 6	418-91-2202				263.
			DIST 5 VFD	405-91-2202				804.
			DIST 4 VFD	409-91-2202				42.
			DIST 3 VFD	408-91-2202				179.
			DIST 2 VFD	406-91-2202				203.
			ACCT #4096-00-202246-5					
			INVOICE #56440779					
RURAL ADDRESSING 37.38								
COMMUNITY MONITORING 80.30								
COUNTY SHERIFF 7598.15								
ELECTIONS 42.99								
COUNTY ASSESSOR 29.44								
COUNTY TREASURER 86.11								
PLANNING & ZONING 37.68								
ADMINISTRATIVE OFFICES 138.25								
COMMUNICATIONS/EMS TAX 60.30								
STATE FIRE ALLOTMENT 2252.89								
COUNTY SHERIFF 401-90-2205								
01 0	105915	CHAVEZ, JOSEFLITA	BETTER INFORMED PUBLIC	401-90-2205	112318	12/03/2018		240
	240.36		OFFICIALS CONFERENCE					
	12/03/2018		ALBUQUERQUE, NM					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Ar
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PROBATE JUDGE								
		240.36						

TOTAL

39 68991.69 / /



*Agenda Item
No. 1*

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



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

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

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

Name: Jack E. DeLillo Risk Management
First Last Department / Company / Organization Name

Today's Date: 11-26-2018 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: DeLillo@TCMILS

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: 12-12-2018

Brief explanation of business to be discussed:
2018 SAFETY PERFORMANCE AWARDS

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

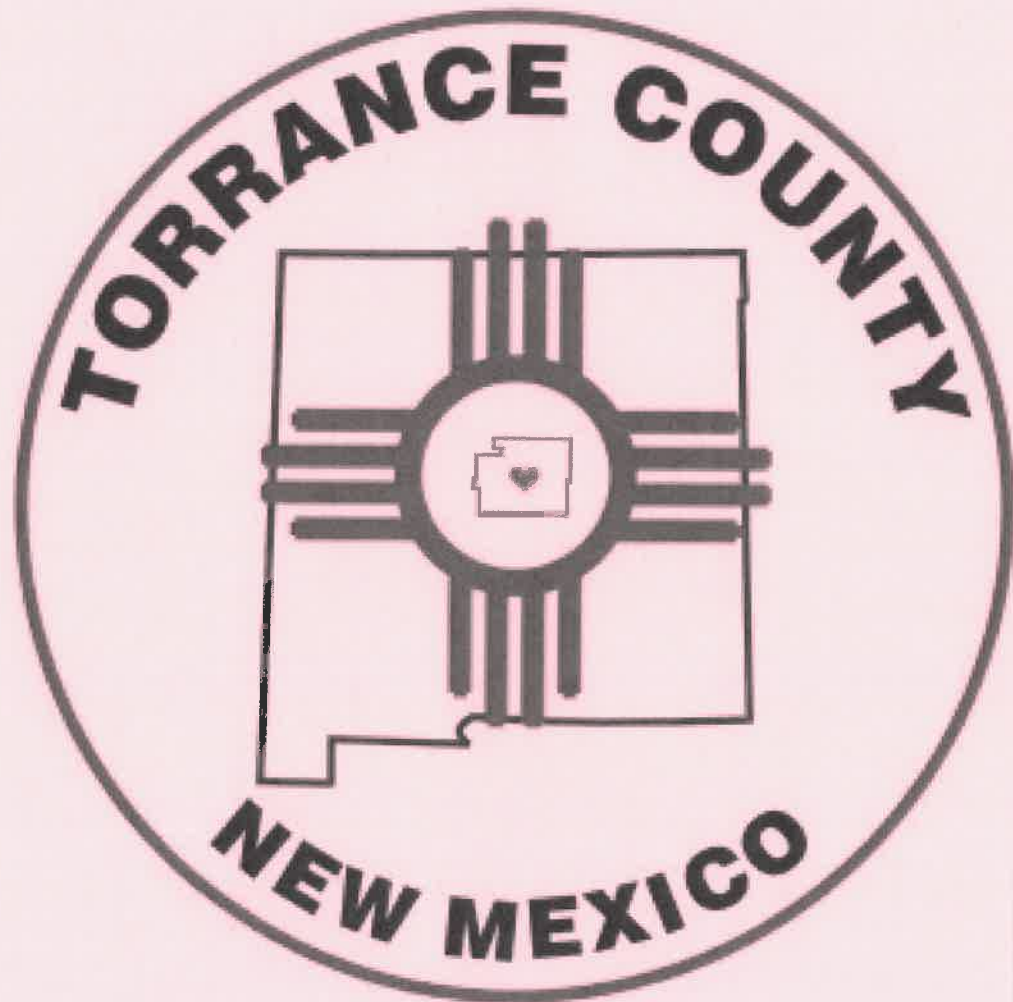
Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

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

Other: _____



Agenda Item
No. 2

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



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

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

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

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

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

Today's Date: 11-28-18 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:
Request to extend carry over of 100 ~~hours~~ hours
of Annual leave to January 4, 2019.

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

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

Has this been reviewed by the County Attorney? YES NO

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

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

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

Other: _____



*Agenda Item
No. 3*



Item #4

Commission Schedule 2019

January	9	2019	July	10	2019
January	23	2019	July	24	2019
February	13	2019	August	14	2019
February	27	2019	August	28	2019
March	13	2019	September	11	2019
March	27	2019	September	25	2019
April	10	2019	October	9	2019
April	24	2019	October	23	2019
May	8	2019	November	13	2019
May	22	2019	November	27	2019
June	12	2019	December	11	2019
June	26	2019	December	*25	2019

Holiday Closure Schedule 2019

January	1	2019	New Year's Observance
January	21	2019	Martin Luther King Jr. Day
February	18	2019	Presidents' Day
April	19	2019	Good Friday (Half Day)
May	27	2019	Memorial Day
July	4	2019	Independence Day
September	2	2019	Labor Day
October	14	2019	Columbus Day
November	11	2019	Veteran's Day Observance
November	28	2019	Thanksgiving
November	29	2019	Thanksgiving
December	24	2019	Christmas Eve
December	25	2019	Christmas
December	31	2019	New Year's Eve (Half Day)



*Agenda Item
No. 4*



*Agenda Item
No. 5*

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



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

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

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

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

Name Belinda Garland Commission
First Last Department / Company / Organization Name

Today's Date: 10-25-18 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:

EMWT Regional Water Association's Board of Directors
New Appointment

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: _____



EMWT REGIONAL WATER ASSOCIATION

P.O. BOX 118 416 5th Street

Estancia, NM 87016-0118

emwtwater.org

PHONE (505) 384-2369

FAX (505) 384-2234

info@emwtwater.org

Also Transmitted by EMAIL

November 1, 2018

Belinda Garland, Torrance County Manager

-And-

Torrance County Commissioners

P.O. Box 767

Estancia, NM 87016

bgarland@tcnm.us

Re: Appointment of EMWT Board Director

Dear Ms. Garland and Commissioners,

Torrance County Commissioners appointed Ms. Rhonda King to serve an inaugural four-year term on the EMWT Regional Water Association's Board of Directors. Her term will expire December 31st of this year.

Because Section 6A of EMWT's By-Laws state, "*Board members are expected to attend a minimum of 75% of Board meetings,*" and Ms. King has been unable to meet that expectation, the Commission should select another representative who is able to attend meetings regularly.

This letter shall serve as request for your Board of Trustees to appoint a director for a new, four-year term to begin at the January 22nd, 2019 regular board meeting and end at the December, 2022 meeting.

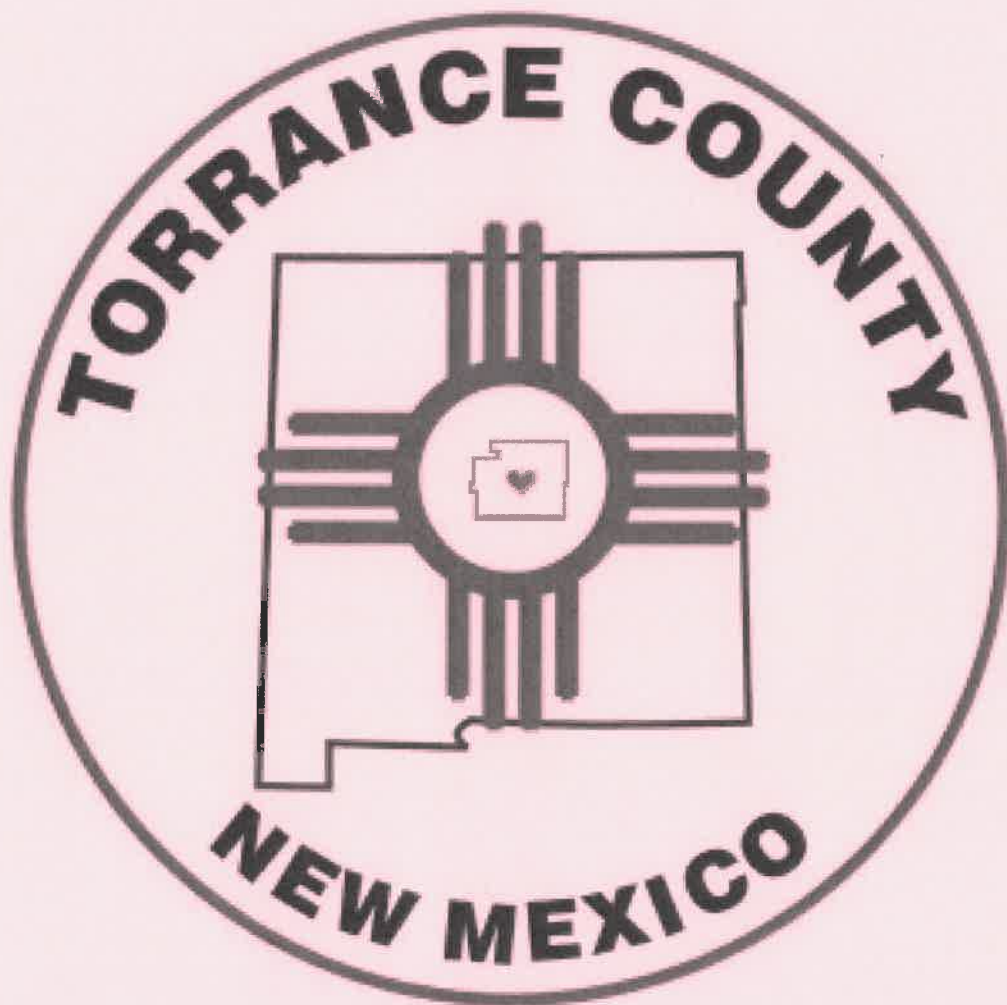
Please notify us as to whom this newly appointed director will be before December 1, 2018.

Thank you for your earliest attention to this matter.

Sincerely,

Bobby Ortiz

Secretary/Treasurer, EMWT Board of Directors



Agenda Item
No. 6



RESOLUTION NO. 2018-54

RESOLUTION FINDING A DECEDENT TO BE INDIGENT OR UNCLAIMED AND AUTHORIZING PAYMENT FOR THE BURIAL OR CREMATION OF AN INDIGENT PERSON, AS DEFINED IN SECTION 24-13-2 NMSA 1978, OR OF AN UNCLAIMED DECEDENT, AS DEFINED IN SECTION 24-12-1 NMSA 1978.

WHEREAS, pursuant to Section 24-13-5 NMSA 1978, the Torrance County Board of Commissioners may authorize payment for the burial or cremation of an indigent person, as defined in Section 24-13-2 NMSA 1978 or of an unclaimed decedent, as defined in Section 24-13-1 NMSA 1978; and,

WHEREAS, pursuant to Section 24-13-3 NMSA 1078, the burial or cremation expenses may be paid by the County out of the general fund or the county indigent hospital claims fund in an amount up to six hundred dollars (\$600) for the burial or cremation of any adult or minor; and,

WHEREAS, pursuant to Section 24-13-1 NMSA 1978, a dead person whose body has not been claimed by a friend, relative or other interested person assuming the responsibility for and expense of disposition shall be considered an unclaimed decedent; and,

WHEREAS, pursuant to Section 24-13-5 NMSA 1978, in the County pays expenses for burial or cremation, all available assets of the decedent shall be used to reimburse the County and/or, if the decedent left an estate, the decedent's estate shall reimburse the County; and,

WHEREAS, pursuant to Section 24-13-2 NMSA 1978, a deceased person shall be considered to be an indigent for purposes of this resolution if his estate is insufficient to cover the cost of burial or cremation; and,

WHEREAS, pursuant to Sections 24-13-1 and 24-13-3 NMSA 1978, it is the duty of the Torrance County Board of County Commissioners to cause to be decently interred or cremated the body of any unclaimed decedent or indigent person known to have been a resident of Torrance County; and,

WHEREAS, Harris Hanlon Mortuary has informed Torrance County that Mr. Marshall Basile is deceased, his/her body is at Harris Hanlon Mortuary, and he/she is a qualified indigent person; and,

WHEREAS, Mr. Marshall Basile is known to have been a resident of Torrance County.

NOW THEREFORE, BE IT RESOLVED, that the Torrance County Board of Commissioners hereby:

1. FINDS:

- a. That the decedent was a resident of Torrance County; and
- b. That if the decedent's estate is insufficient to cover the cost of burial or cremation, then he is an indigent decedent; and,

c. The decedent is unclaimed.

2. AUTHORIZES:

- a. The payment, in an amount not to exceed six hundred dollars (\$600), or the burial or cremation of the body; and
- b. The Torrance County Manager to seek reimbursement from the estate for reimbursement for the burial or cremation expenses, unless the estate is insufficient to cover the cost of burial or cremation.

DONE, this 12th. Of December 2018.

TORRANCE COUNTY COMMISSION

Attest:

Julia DuCharme, Chair

County Clerk

Jim Frost, Member

Javier E. Sanchez, Member



*Agenda Item
No. 7*



RESOLUTION NO. 2018- 55

RESOLUTION FINDING A DECEDENT TO BE INDIGENT OR UNCLAIMED AND AUTHORIZING PAYMENT FOR THE BURIAL OR CREMATION OF AN INDIGENT PERSON, AS DEFINED IN SECTION 24-13-2 NMSA 1978, OR OF AN UNCLAIMED DECEDENT, AS DEFINED IN SECTION 24-12-1 NMSA 1978.

WHEREAS, pursuant to Section 24-13-5 NMSA 1978, the Torrance County Board of Commissioners may authorize payment for the burial or cremation of an indigent person, as defined in Section 24-13-2 NMSA 1978 or of an unclaimed decedent, as defined in Section 24-13-1 NMSA 1978; and,

WHEREAS, pursuant to Section 24-13-3 NMSA 1078, the burial or cremation expenses may be paid by the County out of the general fund or the county indigent hospital claims fund in an amount up to six hundred dollars (\$600) for the burial or cremation of any adult or minor; and,

WHEREAS, pursuant to Section 24-13-1 NMSA 1978, a dead person whose body has not been claimed by a friend, relative or other interested person assuming the responsibility for and expense of disposition shall be considered an unclaimed decedent; and,

WHEREAS, pursuant to Section 24-13-5 NMSA 1978, in the County pays expenses for burial or cremation, all available assets of the decedent shall be used to reimburse the County and/or, if the decedent left an estate, the decedent's estate shall reimburse the County; and,

WHEREAS, pursuant to Section 24-13-2 NMSA 1978, a deceased person shall be considered to be an indigent for purposes of this resolution if his estate is insufficient to cover the cost of burial or cremation; and,

WHEREAS, pursuant to Sections 24-13-1 and 24-13-3 NMSA 1978, it is the duty of the Torrance County Board of County Commissioners to cause to be decently interred or cremated the body of any unclaimed decedent or indigent person known to have been a resident of Torrance County; and,

WHEREAS, Harris Hanlon Mortuary has informed Torrance County that Mr. Larry Fuller is deceased, his/her body is at Harris Hanlon Mortuary, and he/she is a qualified indigent person; and,

WHEREAS, Mr. Larry Fuller is known to have been a resident of Torrance County.

NOW THEREFORE, BE IT RESOLVED, that the Torrance County Board of Commissioners hereby:

1. FINDS:

- a. That the decedent was a resident of Torrance County; and
- b. That if the decedent's estate is insufficient to cover the cost of burial or cremation, then he is an indigent decedent; and,

c. The decedent is unclaimed.

2. AUTHORIZES:

- a. The payment, in an amount not to exceed six hundred dollars (\$600), or the burial or cremation of the body; and
- b. The Torrance County Manager to seek reimbursement from the estate for reimbursement for the burial or cremation expenses, unless the estate is insufficient to cover the cost of burial or cremation.

DONE, this 12th. Day of December 2018.

TORRANCE COUNTY COMMISSION

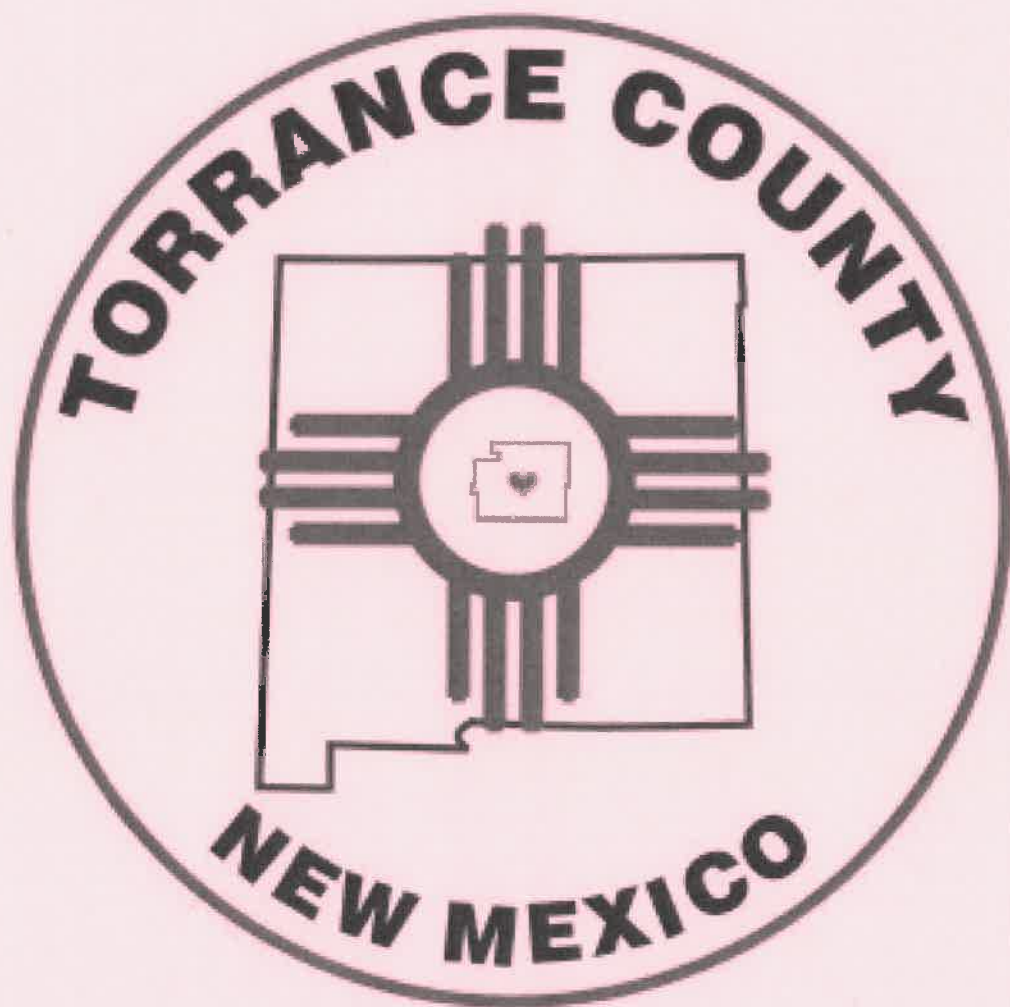
Attest:

Julia DuCharme, Chair

County Clerk

Jim Frost, Member

Javier E. Sanchez, Member



Agenda Item
No. 8



**MEMORANDUM OF UNDERSTANDING
BETWEEN
BERNALILLO COUNTY AND TORRANCE COUNTY**

This Memorandum of Understanding, hereinafter referred to as "MOU" is entered into on the ____ day of ____, 2018, between BERNALILLO COUNTY, a subdivision of the State of New Mexico, and TORRANCE COUNTY, a subdivision of the State of New Mexico, collectively referred to as the "Parties."

RECITALS

WHEREAS, BERNALILLO COUNTY is a political subdivision of the State of New Mexico, and a local public body as defined in Article 6, Local Government Finances Section 6-6-1 NMSA 1978; and

WHEREAS, BERNALILLO COUNTY may act as fiscal agent on behalf of other political subdivisions and or non-profit agencies and

WHEREAS, TORRANCE COUNTY is a political subdivision of the State of New Mexico; and

WHEREAS, in reference to the Laws of 2018, Chapter 80, Section 26, Subsections 181, 182 and 184, the following was appropriated to the Local Government Division for Torrance County:

1. Project #18-C2585, \$70,000 to plan, design and construct improvements to fire stations in Torrance County, reversion date 6/30/2022;

WHEREAS, Executive Order 2013-006 issued May 2, 2013 provides that a grantee for appropriations may not receive such funds if its audit does not meet certain requirements unless such funds are received by another appropriate entity acting *as* a fiscal agent; and,

WHEREAS, TORRANCE COUNTY requires assistance from a qualified local body to provide oversight of the legislative appropriations for the Projects; and;

WHEREAS, TORRANCE COUNTY requires oversight with any and all contracts issued pursuant to any Request for Proposals or Invitation for Bids for the Project; and

WHEREAS, BERNALILLO COUNTY has the necessary expertise, staff and experience to oversee the Procurement Process including the oversight of issuance of contracts and payment for services for the Project(s); and

WHEREAS, TORRANCE COUNTY has requested that BERNALILLO COUNTY oversee the procurement process, issuance of any contracts and process payment for services for the Projects.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS IN THIS MOU, THE PARTIES AGREE AS FOLLOWS:

Section 1. RESPONSIBILITIES.

A. BERNALILLO COUNTY:

1. BERNALILLO COUNTY will provide oversight to TORRANCE COUNTY in preparing the Request for Bids (“RFB”) or Request for Proposals (“RFP”) in accordance with the NM Procurement Code, NMSA § 13-1-1 et. seq.
2. BERNALILLO COUNTY shall appoint a staff liaison to coordinate with the purchasing agent designated by TORRANCE COUNTY to oversee the procurement process, and to review any contracts awarded for the Project(s).
3. The BERNALILLO COUNTY procurement director or designee will provide review of invoices associated with the Project(s).
4. BERNALILLO COUNTY shall ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations and grant agreement and shall assist TORRANCE COUNTY with monthly reporting required by the appropriate New Mexico State Agencies.

B. TORRANCE COUNTY:

1. TORRANCE COUNTY shall provide BERNALILLO COUNTY with a copy of the executed grant agreements for the capital outlay projects.
2. TORRANCE COUNTY will prepare and manage the RFB or RFP pursuant to the state Procurement Code for all equipment purchases, design documents and the necessary information to issue a RFB or RFP for the Projects.
3. TORRANCE COUNTY will designate a purchasing agent to oversee the issuance of the RFB or RFP, manage the procurement process and administer any and all contracts issued for the Projects. The purchasing agent will work in conjunction with the Bernalillo County procurement director or designee provided by BERNALILLO COUNTY.
4. TORRANCE COUNTY will obtain required Notice/s of Obligation (NOO) approvals for how the grant is to be spent prior to any expenditures are made.
5. TORRANCE COUNTY will prepare grant reimbursement requests, based on Department of Finance and Administration’s previous approval of Notices of

CONTINUATION PAGE 3, MOU BETWEEN BERNALILLO COUNTY AND TORRANCE COUNTY.

Obligation, and may ask Bernalillo County for review and assistance.

6. Prior to payment of any invoices related to the Project(s), TORRANCE COUNTY will forward to BERNALILLO COUNTY said invoices for review by BERNALILLO COUNTY.
7. TORRANCE COUNTY shall be the property owner of all equipment purchases and shall place such equipment on its inventory.

Section 2. COMPENSATION AND METHOD OF PAYMENT. TORRANCE COUNTY shall pay BERNALILLO COUNTY 2 percent (2%) of the total amount of the appropriations. Payment shall be made in two equal payments, with the first half due upon execution of the grant agreements, and the final payment due upon completion of the Project(s) or the final reversion date for the appropriations, whichever comes first.

In the event the grant funds are reverted back to the State, the administrative fee shall still be paid based on 2% of the expended funds.

In no event shall the administrative fee be paid from the appropriations authorized by the Local Government Division of the Department of Finance and Administration and funded by the NM Legislature from Severance Tax Bond proceeds. The administrative fee shall be paid by TORRANCE COUNTY out of TORRANCE COUNTY Funds.

Section 3. TERM. This MOU shall be from the date of execution to the final reversion dates for appropriations for Project #18-C2585 or completion of the project, whichever comes first. This MOU may be renewed or terminated upon the written consent of both parties.

Section 4. TERMINATION. Either party may terminate this MOU upon 30 days' written notice. Such early termination shall not nullify obligations incurred for performance or failure to perform prior to termination.

Section 5. AMENDMENT. This MOU may be amended at any time by mutual agreement of the Parties. Any amendment shall be in writing and executed by the Parties.

Section 6. COMPLIANCE WITH LAWS. The laws of the State of New Mexico shall govern this MOU, without giving effect to its choice of law provisions. The venue shall be proper in the Second Judicial District Court in Bernalillo County, New Mexico

Section 7. STATUS. BERNALILLO COUNTY, its employees and agents performing the services pursuant to this MOU are not employees of TORRANCE COUNTY. BERNALILLO COUNTY and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of TORRANCE COUNTY vehicles, or any other benefits afforded to employees of TORRANCE COUNTY.

Section 8. ASSIGNMENT. BERNALILLO COUNTY shall not assign or transfer any interest in this MOU or assign any claims for money due or to become due under this MOU without the prior written approval of both Parties.

Section 9. SUBCONTRACTING. BERNALILLO COUNTY may not subcontract portions of the services to be performed under this MOU without the prior written approval of TORRANCE COUNTY.

Section 10. APPROPRIATIONS. The terms of this MOU are contingent upon sufficient funds being made available by the Legislature of the State of New Mexico for the performance of this MOU. If sufficient funds are not made available, this MOU shall terminate. Termination pursuant to this section shall be effective upon written notice being given by TORRANCE COUNTY to BERNALILLO COUNTY.

Section 11. RELEASE. BERNALILLO COUNTY, upon final payment of all amounts due under this MOU, shall release TORRANCE COUNTY, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this MOU.

Section 12. LIABILITY. Each Party shall be solely responsible for its own actions and for the actions of its employees, officers or agents under this MOU. Nothing herein shall be deemed to waive any and all limitations on liability and other protections under the New Mexico Tort Claims Act. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of any Party when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of their functions and duties extraterritorially under the provisions of this MOU.

Section 13. SCOPE OF AGREEMENT. This MOU incorporates all the agreements and understandings between the Parties concerning its subject matter, and all agreements and understandings have been merged into this MOU. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents concerning the subject matter of this MOU is valid or enforceable unless included in this MOU.

Section 14. NOTICE. The contact persons for each Party, and to whom any notice hereunder shall be given, are as follows:

TORRANCE COUNTY

Belinda Garland, County Manager
PO Box 48
Estancia, NM 87016
505-544-4700; 505-544-4702
505-384-5294 (Fax)

BERNALILLO COUNTY

Julie Morgas Baca, County Manager
1 Civic Plaza NW, Suite 10111
Albuquerque, NM 87102
505-468-7000, Ext. 7; 505-468-7164
505-462-9813 (Fax)

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date of final execution:

BERNALILLO COUNTY

Approved by:

_____ Date: _____
Julie M. Baca, County Manager

Approved as to Form:

_____ Date: _____
W. Ken Martinez, County Attorney

TORRANCE COUNTY BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY APPROVED, ADOPTED, AND PASSED on this ___ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS

Julia DuCharme, Chair

Jim Frost, Member

Javier Sanchez, Member

ATTEST:

Linda Jaramillo, County Clerk

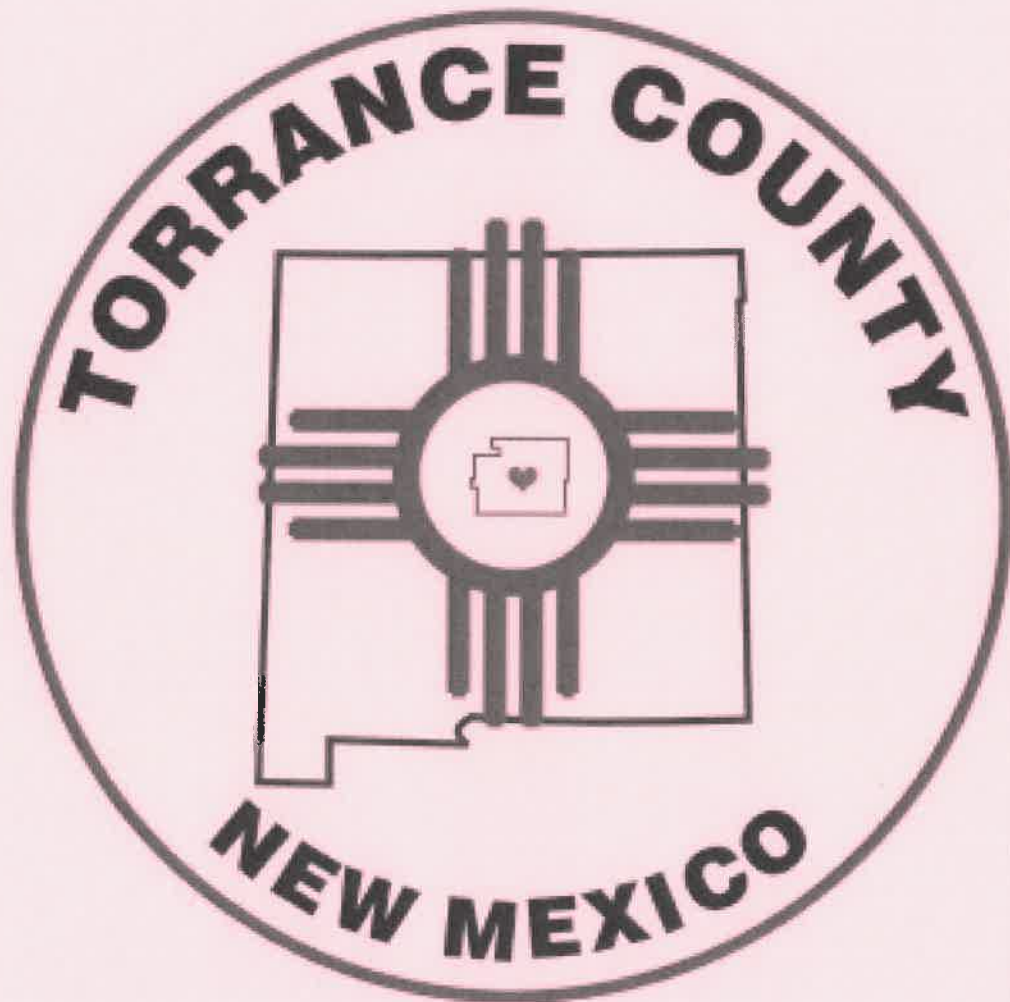
APPROVED AS TO FORM:

Torrance County Legal Counsel

Date



*Agenda Item
No. 9*



*Agenda Item
No. 10*

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



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

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

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

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

Name: Julia DuCharme County Commissioner
First Last Department / Company / Organization Name

Today's Date: 12/5/18 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:
Report on solid waste pick-up options

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

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

Has this been reviewed by the County Attorney? YES NO

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

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

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

Other: _____



*Agenda Item
No. 11*

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



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

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

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

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

Name: Julia DuCharme County Commissioner
First Last Department / Company / Organization Name

Today's Date: 12/5/18 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:
Re consideration of the fee charged to private Hauler users.

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

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

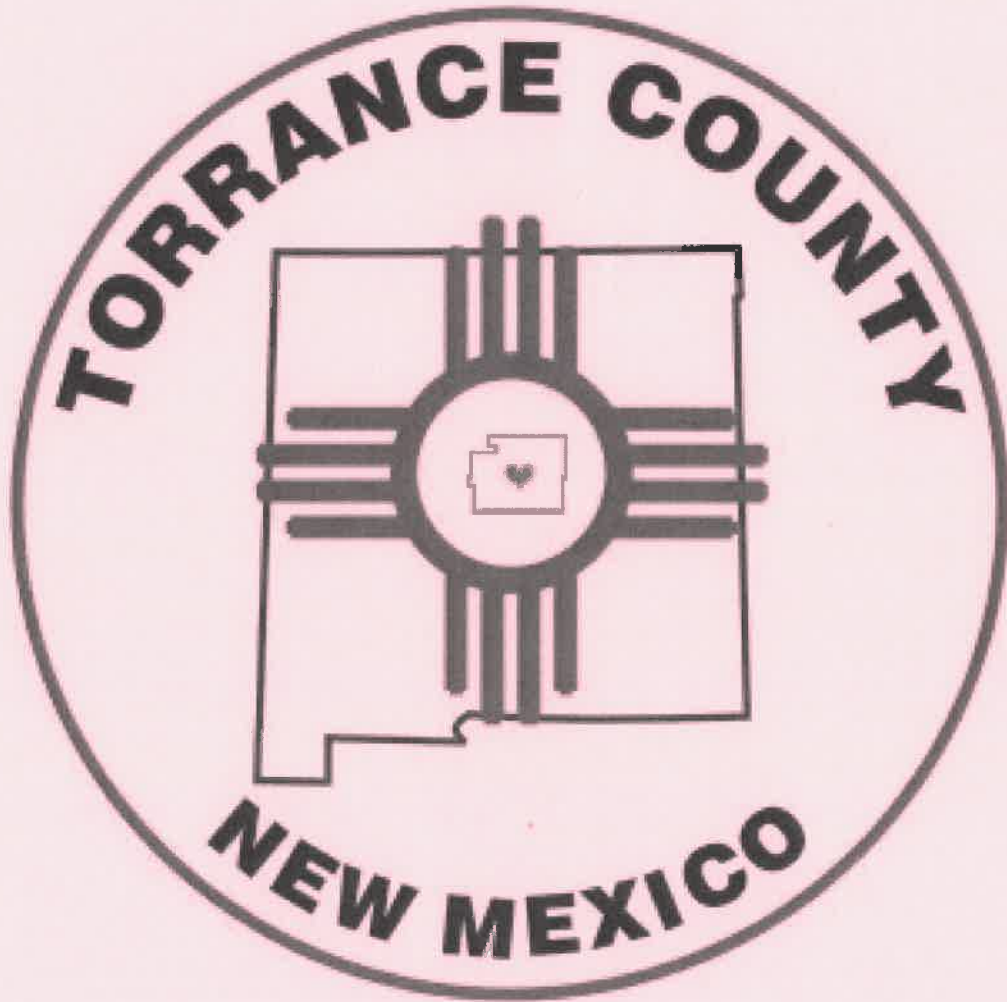
Has this been reviewed by the County Attorney? YES NO

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

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

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

Other: _____



*Agenda Item
No. 12*

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



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

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

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

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

Name: Julia DuCharme County Commissioner
First Last Department / Company / Organization Name

Today's Date: 12/5/18 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:
Update of the Comprehensive Land Use plan Discussion

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

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

Has this been reviewed by the County Attorney? YES NO

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

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

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

Other: _____



*Agenda Item
No. 13*



*Agenda Item
No. 14*



Torrance County

Planning & Zoning

P.O. Box 48 205 9th Street

Estancia, NM 87016

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

www.torrancecountynm.org

2019 Planning & Zoning Board Meeting Schedule

<u>Meeting Date</u>	<u>Deadline for Application Submissions</u>
January 2, 2019	December 6, 2018
February 6, 2019	January 3, 2019
March 6, 2019	February 7, 2019
April 3, 2019	March 7, 2019
May 1, 2019	April 4, 2019
June 5, 2019	May 2, 2019
July 3, 2019	June 6, 2019
August 7, 2019	July 8, 2019
September 4, 2019	August 8, 2019
October 2, 2019	September 5, 2019
November 6, 2019	October 3, 2019
December 4, 2019	November 7, 2019
January 6, 2020 (Monday)	December 5, 2019

Please note:

If there are not enough action items on the agenda, the meeting may be cancelled.
Cancellation notices will appear in The Independent.

Complete applications must be received by the submission deadline for the subsequent meeting in order to be placed on the agenda.

2019

January						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February						
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					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March						
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					1	2
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31						

April						
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28	29	30				

May						
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June						
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30						

July						
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28	29	30	31			

August						
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25	26	27	28	29	30	31

September						
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29	30					

October						
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27	28	29	30	31		

November						
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24	25	26	27	28	29	30

December						
Su	M	Tu	W	Th	F	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

<https://www.vertex42.com/calendars/printable-calendars.html>

Printable Yearly Calendar © 2017 by Vertex42.com. Free to Print.



*Agenda Item
No. 15*

TORRANCE COUNTY RESOLUTION# 2018-58

Line Item Transfers

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

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

(See Schedule A)

NOW THEREFORE BE IT RESOLVED by the Torrance County Commission

DONE at Estancia, New Mexico, Torrance County this 12th day of December 2018.

Torrance County Board of Commissioners

Attest:

James W. Frost, District 1

Linda Jaramillo
Torrance County Clerk

Julia DuCharme, District 2

Javier E. Sanchez District 3

Vote Record

James W. Frost	yes	no	abstain	absent
Julia DuCharme	yes	no	abstain	absent
Javier E. Sanchez	yes	no	abstain	absent



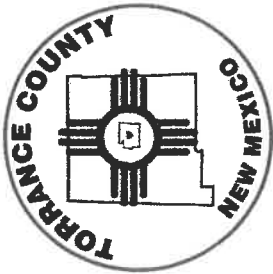


Torrance County

Resolution 2018-_____

Line Item Transfer Schedule A

Funding Source:		Transfer From:		Transfer To:		Total
Department	Source	Line Item	Description	Line Item	Description	Amount
Clerk	General	401 21 2 226	election boards	401 21 2 221	printing & publishing	\$ 1,000.00
Clerk	General	401 21 2 226	election boards	401 21 2 221	printing & publishing	\$ 3,000.00
Clerk	General	401 21 2 226	election boards	401 21 2 206	postage	\$ 350.00
Clerk	General	401 21 2 226	election boards	401 21 2 204	building rent	\$ 450.00
Dist. 2 VFD	Fire Allotment	406 91 2 248	safety equipment	406 91 2 219	office supplies	\$ 5,000.00
Dist. 2 VFD	Fire Allotment	406 91 2 248	safety equipment	406 91 2 230	medical supplies	\$ 3,000.00
Dist. 3 VFD	Fire Allotment	408 91 2 248	safety equipment	408 91 2 230	medical supplies	\$ 5,000.00
Dist. 4 VFD	Fire Allotment	409 91 2 201	vehicle maint/repair	409 91 2 272	professional services	\$ 300.00
Dist. 5 VFD	Fire Allotment	405 91 2 248	safety equipment	405 91 2 230	medical supplies	\$ 5,000.00
Fire Admin.	Fire Allotment	413 91 2 248	safety equipment	413 91 2 219	office supplies	\$ 5,000.00
Fire Admin.	Fire Allotment	413 91 2 248	safety equipment	413 91 2 269	membership dues	\$ 500.00
DWI	grant funds	605 54 2 207	telecommunications	605 54 2 257	outreach	\$ 1,500.00
DWI	grant funds	605 13 2 271	non-professional services	605 13 2 219	supplies	\$ 800.00
IT	General	401 65 2 272	professional services	401 65 2 203	maintenance contract	\$ 7,900.00
IT	General	401 65 2 617	CO/equipment	401 65 2 203	maintenance contract	\$ 3,168.00
IT	General	401 65 2 228	software	401 65 2 203	maintenance contract	\$ 6,000.00
Manager	General	401 10 2 202	fuel	401 5 2 202	fuel	\$ 65.00
Commission	General	401 5 2 108	unemployment	401 5 2 204	building rent	\$ 600.00
Commission	General	401 5 2 208	electricity	401 5 2 210	water/sewer/trash	\$ 2,500.00
Commission	General	401 5 2 209	heating/gas/propane	401 5 2 210	water/sewer/trash	\$ 2,500.00
Judicial	General	401 16 2 220	cleaning supplies	401 16 2 215	building maint./repair	\$ 350.00
Judicial	General	401 16 2 220	cleaning supplies	401 16 2 215	building maint./repair	\$ 200.00
Judicial	General	401 16 2 218	equip./maint.	401 16 2 215	building maint./repair	\$ 350.00
Judicial	General	401 16 2 220	cleaning supplies	401 16 2 215	building maint./repair	\$ 800.00
TCFB	County Fair	412 53 2 229	paper supplies	412 53 2 215	building maint./repair	\$ 2,000.00
TCFB	County Fair	412 53 2 229	paper supplies	412 53 2 251	fundraiser supplies	\$ 372.84
Prisoner Trans	Jail Fund	420 74 2 201	vehicle maint/repair	420 74 2 248	safety equipment	\$ 2,000.00
Prisoner Trans	Jail Fund	420 74 2 618	CO/vehicles	420 74 2 617	CO/equipment	\$ 15,000.00
Prisoner Trans	Jail Fund	420 74 2 248	safety equipment	420 74 2 272	professional services	\$ 1,000.00
Prisoner Trans	Jail Fund	420 74 2 266	training	420 74 2 272	professional services	\$ 1,000.00
Road	Road	402 60 2 218	equip./maint.	402 60 2 202	vehicle fuel	\$ 40,000.00
Sheriff	General	401 50 2 267	towing	401 50 2 269	membership dues	\$ 1,000.00
Sheriff	General	401 50 2 202	vehicle fuel	401 50 2 272	professional services	\$ 25,000.00
Sheriff	General	401 50 2 352	special investigations	401 50 2 272	professional services	\$ 3,000.00
TOTAL						\$ 145,705.84



TORRANCE COUNTY

Line Item Transfer Form

Requesting Department:

Prisoner Transport

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

Transfer From:		Transfer To:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
420-74-2248	Safety Equipment	420-74-2272	Professional Services	\$ 1,000.00
420-74-2266	Training	420-74-2272	Professional Services	\$ 1,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Reason for Transfer:

Transfer to cover the negative balance on line item and to cover any incoming costs, for the rest of the fiscal year.

Stuhane

10/29/18

Signature

Date



*Agenda Item
No. 16*

PRESBYTERIAN HEALTH PLAN, INC.

Group LETTER OF AGREEMENT

Large Group (Revised June 1, 2013)

THIS Group LETTER OF AGREEMENT ("Agreement") is dated as of **November 26, 2018**
is entered into by and between Presbyterian Health Plan, Inc. ("PHPI"), a New Mexico health maintenance organization, and
Torrance County , Group # **GR010405**

WHEREAS, PHPI is a New Mexico corporation authorized to do business as a health maintenance organization in PHPI's licensed service area in the State of New Mexico; and

WHEREAS, the Group is a viable business entity licensed to do business in the State of New Mexico and operating within the scope of its license and charter; and

WHEREAS, the Group has a minimum of 51 eligible, active employees who reside or work in the service area; and the eligible employees work at least a minimum of 20 hours per week to be considered eligible under this Agreement with PHPI; and

WHEREAS, the Group contributes a minimum of 50% of the employee's premium; and

WHEREAS, the Group has offered PHPI as the only health plan option to its employees, or has advised PHPI in writing of other health plan options prior to receiving the Rates and has been approved by PHPI;

NOW, THEREFORE, the parties agree as follows:

1 Services: PHPI agrees to provide, through enrollment in PHPI, the services described in the Group Subscriber Agreement, and any riders or amendments thereto, a copy of which has been, or will be upon request, provided to the Group and the terms of which are hereby incorporated by reference, PHPI will enroll those Group employees and their Dependents who are eligible as outlined in the Group's company policy and approved by PHPI under the terms of Paragraph 5 of this Agreement, to enroll in PHPI as of the effective date of such enrollment. Dependents include, spouse, children, and if applicable, qualified domestic partner of eligible employees ("Dependents"). PHPI's obligation to provide services hereunder is subject to all terms, conditions, exclusions and limitations set forth in this Agreement and in the PHPI Group Subscriber Agreement and any riders or amendments thereto. If there is a conflict between this Agreement and the PHPI Group Subscriber Agreement and any riders or amendments thereto, this Agreement takes precedence.

2 Payment:

a) In consideration of the enrollment in PHPI of eligible Group employees and Dependents, the Group agrees to pay to PHPI the following monthly prepayment for each Group employee enrolled in PHPI, based on the coverage selected by such employee as shown in the:

Presbyterian Health Plan Rate Sheet Dated **November 26, 2018**

The above referenced Rates are guaranteed for **12 months** commencing with the effective date of this Agreement. PHPI reserves the right to re-rate the Group if enrollment fluctuates by 10 percent or more.

b) The Group understands that PHPI is a prepaid health plan. Payment of the total amount of monthly prepayments due hereunder shall be made by the Group in advance of each month that Group employees are enrolled in PHPI. PHPI shall bill the Group on or before the 20th day of each month for the subsequent month's coverage. Payment in the amount of PHPI's bill must be received by PHPI on or before the first day of the month of coverage. The Group shall pay a late fee of one and one-half percent of the outstanding balance for any month in which full payment is not received by PHPI prior to the 10th day of the month of coverage.

c) The Group shall pay to PHPI each month the amount shown due on PHPI's bill. Retroactive adjustments required by the termination or addition of enrollees shall be reflected in the subsequent month's bill. Premiums must be made payable to Presbyterian Health Plan, Inc. and remitted to:

Presbyterian Health Plan, Inc.
P.O. Box 911594
Denver, Colorado 80291-1594

d) Acceptance of late, partial or non-electronic payments by PHPI shall not constitute a waiver of any present or future rights PHPI would otherwise have under this Agreement.

e) If the transaction is returned by the Group's financial institution for insufficient funds, account closed, authorization revoked or any other reason caused by an act of the Group, PHPI will notify Group as soon as notification is received by PHPI. Payment of the amount billed plus a charge of \$30.00 must be received by PHPI within 15 days after notification of non-payment is provided.

3 Amendments and Changes in Benefits:

a) The parties at anytime may agree in writing to amend or modify any provision of this Agreement or the nature and extent of the benefits provided hereunder provided all underwriting guidelines are adhered to. No increase in amounts paid by any individual enrolled in PHPI hereunder shall become effective until 60 days from and after the postage paid mailing to each enrollee at the enrollee's address of record, or hand-delivery to the enrollee, of written notice of such proposed increase. A decrease in Rates may be made by PHPI at any time.

b) PHPI shall not decrease in any manner the benefits provided hereunder without written agreement from the Group and until 30 days from and after the postage paid mailing to each enrollee at the enrollee's address of record, or hand-delivery to the enrollee, of written notice of such proposed change.

c) The provision of notice to an enrolled Group employee as required in this Paragraph 3 shall be deemed to constitute proper notice hereunder to each of the employee's enrolled Dependents.

4 Enrollment:

a) Following prior inspection of appropriate Group marketing materials, the Group agrees to allow PHPI marketing representatives fair and reasonable access to Group members for enrollment purposes. The Group will permit PHPI periodic access to eligible Group members for continued enrollment purposes.

b) Any employee of the Group, or any Dependent of the employee who is eligible to enroll in PHPI as of the effective date of this Agreement, must apply for enrollment in PHPI within 31 days from such effective date. Any such employee or Dependent who fails to enroll during this initial enrollment period shall not thereafter be allowed to enroll in PHPI under this Agreement except during subsequent annual Group enrollment periods identified by PHPI and the Group or as specified in Paragraph 4(f) of this agreement. The employee must have been hired and working full-time before the effective date of the Group and must have met the Group's waiting period, unless the Group is waiving their initial waiting period requirement. During the initial enrollment period, a minimum of 50% of eligible employees must enroll in PHPI. Employees with valid proof of other health coverage may be excluded from the Group of eligible employees for purposes of this participation requirement. Enrollment in an individual health plan is not recognized as a valid waiver, unless, in its sole discretion, PHPI waives such in writing.

c) Any employee joining the Group, or any Dependent of the employee initially becoming eligible for benefits between annual Group enrollment periods, shall be offered the opportunity to enroll in PHPI. Application for enrollment under this Subparagraph must be made within 31 days after the date on which the employee meets or will meet PHPI and Group eligibility requirements. An employee or Dependent who fails to enroll prior to the expiration of this 31-day period shall not thereafter be allowed to enroll in PHPI except during subsequent annual Group enrollment periods identified by PHPI and the Group or as specified in Subparagraph 4(f). PHPI coverage for persons enrolling under this Subparagraph shall become effective as of the waiting period specified in Section 5 b).

d) Application for the enrollment of a new Dependent of an employee already enrolled in PHPI must be made within 31 days of the date such Dependent first becomes eligible to enroll in PHPI under terms of this Agreement and the Group employee Agreement. Any Dependent who is not enrolled during such 31-day period shall not thereafter be allowed to enroll in PHPI except during subsequent annual Group enrollment periods identified by PHPI and the Group or as specified in Subparagraph 4(f).

e) An employee who failed to enroll in PHPI during a previous enrollment period but who would otherwise be eligible for coverage may enroll in PHPI within 31 days of acquiring a new Dependent through marriage, birth, adoption, placement for adoption or Court Order, if the new Dependent is also enrolled within this time period. If the new Dependent is a child, the spouse or, if applicable, qualified domestic partner of the employee may also enroll during this time period. No other Dependents

may enroll.

f) An eligible person may enroll as an employee or Dependent after the initial eligibility period if the person loses coverage under all of the following circumstances:

- 1) the person was covered under a Group health plan or had individual health insurance coverage at the time the person was initially eligible to enroll; and
- 2) the employee stated in writing that the employee was not enrolling because of such other coverage; and
- 3) the employee and/or Dependent is enrolled and applicable prepayment made within 31 days of the date coverage under COBRA was exhausted, or the date the coverage (or the employer's contribution toward coverage) was terminated; and
- 4) the person's coverage under the other plan or insurance;
 - a) was under a COBRA continuation provision and the coverage under that provision was exhausted (and not voluntarily terminated);
 - b) was not under a COBRA continuation period and either the coverage was terminated as a result of loss of eligibility or employer contributions toward the coverage were terminated.

h) The Group shall notify PHPI of any enrolled employee or Dependent who, for any reason, ceases to be eligible for enrollment in PHPI under the terms of this Agreement and the PHPI Group Subscriber Agreement, and shall collect from the enrollee, and return to PHPI, the enrollee's PHPI ID card. The notification shall be made by the Group to PHPI in writing within 30 days of the date such employee or Dependent loses eligibility. In the event the Group fails to notify PHPI within this 30 day period, and the employee or Dependent obtains benefits or services through PHPI after the requested date of termination of coverage, PHPI shall be entitled to recover from the Group premium payment at the prevailing Rates stated in this Agreement for all subsequent months through the end of the month in which the employee or Dependent last obtained benefits or services through PHPI.

5 Eligibility and Effective Date:

- a) The PHPI Group Subscriber Agreement sets forth PHPI eligibility requirements and effective dates of PHPI enrollment for Group employees and their Dependents. PHPI shall not expel or refuse to enroll or re enroll any person because of such person's health status, requirements for health care services, or age, race, gender or sexual orientation.
- b) The Group's waiting period is the first of the month following 60 days

6 Effective Date: This Agreement shall become effective as of 12:01 a.m. on January 1, 2019 (effective date); and shall continue in effect for a term of 12 months.
This Agreement shall be guaranteed renewable, subject to the provisions of Paragraph 7 below. However, this Agreement may be modified based on the size of the Group upon renewal. PHPI shall notify the Group at least 60 days prior to the renewal date of this Agreement of the Rates and terms and conditions of the renewal.

7 Termination:

- a) The Group may terminate this Agreement at any time by giving PHPI 30 days advance notice in writing. Such termination shall become effective only as of the last day of any month. If the Group does not specify such a day as the proposed date of termination, such termination shall nonetheless become effective only as of the later of (1) the last day of the month specified, or (2) the last day of the earliest month in which termination could be effected in compliance with the 30 day minimum notice requirement of this Subparagraph. In the event the Group fails to give PHPI at least 30 days advance written notice of termination, the Group shall pay to PHPI, in addition to other damages to which PHPI may be entitled, all prepayment amounts that would be payable under this Agreement for the period extending until the last day of the earliest month in which termination would have been effective had the Group complied with the minimum advance notice requirements of this Subparagraph.
- b) In the event that fewer than two employees are enrolled for PHPI coverage, or the Group is not in compliance with the provisions of the Plan or this Agreement, PHPI may terminate this Agreement by giving the Group 30 days advance notice in writing. Any such termination shall become effective only as of the last day of any month, and the effective date of such termination shall be specified by PHPI in the written notice required by this Subparagraph. No such notice shall be required for non payment. See Subparagraph (e) of this Paragraph.
- c) In the event that the Group ceases to be a viable business entity operating within the scope of its license and charter for reasons including, but not limited to, closing the business, bankruptcy, or insolvency, PHPI may terminate this Agreement by giving the Group 30 days advance notice in writing.

d) In the event PHPI terminates this Agreement as provided in Subparagraphs b. and c. of this Section, the Group shall provide promptly, within five days of receipt of PHPI's notice of termination, to each enrollee by hand delivery or by mail to the enrollee's current address a legible, true copy of such notice. Termination of this Agreement by PHPI shall not become effective sooner than 30 days after the date notice is hand-delivered or mailed to enrollees. The Group shall provide proof of such hand delivery or mailing to PHPI provided, however, that absent actual knowledge to the contrary, PHPI shall be entitled for the purpose of effecting termination of this Agreement to assume that the Group has complied with its obligations under this Subparagraph. The hand-delivery or mailing of a copy of the notice of termination to an enrolled employee shall be deemed to constitute the delivery or mailing of such notice to each of that employee's enrolled Dependents.

e) In the event the Group fails to make the prepayment required under this Agreement, (inclusive of any applicable late fees or charges) within 15 days of the notification that the payment is due, PHPI will by written notice terminate this agreement on the 30th day of notification of non-payment and will be effective as of the last date of payment. Non-payment shall be considered a voluntary termination by the Group. The Group will mail a copy of the notice promptly to each enrollee and shall provide proof of such to PHPI. The Group may not apply for coverage within 6 months if the termination reason is non-pay.

f) In the event an individual enrollee has knowingly given false material information in connection with the enrollment of the Group, PHPI may terminate the Group retroactively effective as of the original effective date. Each Group employee shall be responsible for payment for all services rendered hereunder as of the effective date of such termination and shall reimburse PHPI for all such payments at Reasonable Charges made by PHPI on behalf of the employee or any of his Dependents.

g) PHPI may terminate individual enrollees of PHPI as provided in the PHPI Group Subscriber Agreement.

8 Continuation:

a) Enrollees shall have the option to continue coverage with PHPI.

- 1) If applicable, enrollees may elect to continue Group coverage for a period of six months upon termination of employment with the Group or due to a reduction of hours by the Group which results in a loss of coverage for the enrollee; or
- 2) If applicable, enrollees may elect continuation of coverage under the Consolidated Omnibus Reconciliation Act (COBRA) of 1985, as amended; or
- 3) Continuation of coverage shall be provided without additional evidence of insurability, and will be available regardless of the enrollee's health status.

b) The Group shall be solely responsible for identifying persons entitled to continuation benefits, for providing all notices required to be provided in connection with the availability of such benefits, for billing and collecting any payments or premiums required by the Group in connection with such benefits, and for otherwise administering all facets of its continuation program. The parties agree that PHPI is not a Plan Administrator as that term is used in federal laws governing the provision of continuation benefits. Persons availing themselves of Group continuation benefits through enrollment in PHPI shall be considered and treated by PHPI as employees of the Group. PHPI shall assume no obligation with respect to such persons that is different from or in addition to its obligation to existing Group employees.

c) At the sole discretion of PHPI, PHPI may allow the Group to reinstate terminated enrollees within four months of termination for those enrollees who have timely elected to receive continuation benefits. The Group shall remit all past due prepayment when billed by PHPI. Proof of timely election for continuation benefits will be required on reinstatements requested after the expiration of this four-month period. PHPI, upon request, will segregate all enrollees receiving continuation benefits into one billing category.

9 **Conversion:** If an enrollee ceases to be eligible for coverage through the Group and is no longer eligible for continuation benefits, the enrollee may apply for conversion coverage through a separate non Group membership agreement as provided in the Group Subscriber Agreement. The Group shall not incur any expense for or on behalf of an enrollee who has exercised his conversion rights. In the event that the Group's coverage is terminated, non-Group membership will not be available.

10 **Certificates of Creditable Coverage:** PHPI agrees to provide Certificates of Creditable Coverage ("Certificates") to all enrollees of the Group whose enrollment in PHPI terminates for any reason. PHPI shall prepare and deliver the Certificates in compliance with all applicable requirements of state and federal law. The Group agrees to provide PHPI, upon request, with all information necessary to complete the Certificates.

11 **Information Necessary for Administration of Agreement:** The Group shall provide PHPI with such information as PHPI may reasonably require for the administration of this Agreement. PHPI shall be entitled to rely upon information provided by the Group regarding the enrollment or termination of enrollment, eligibility, or loss of eligibility, of any Group employee or Dependent. PHPI at its sole discretion, may effect retroactive corrections of purely clerical errors made by the Group, but nothing herein shall require it to do so or constitute a waiver of PHPI's right to refuse to do so.

- 12 Modification:** This Agreement and Exhibits hereto constitute the entire understanding of the parties and no change, amendments, or alterations hereto shall become effective unless signed by both parties.
- 13 Assignment:** This Agreement shall not be assigned, delegated or transferred, in whole or in part, by the Group without the written consent of PHPI.
- 14 Applicable Law:** This Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New Mexico.

Internal Revenue Bulletin: 2011-2 issued on January 10, 2011 under Notice 2011-1 Affordable Care Act Nondiscrimination Provisions Applicable to Insured Group Health Plans:

Section 10101(d) of the Affordable Care Act adds § 2716 which references the substantive nondiscrimination requirements of § 105(h) of the Internal Revenue Code. Plan sponsors, which includes employers, are solely responsible for complying with these rules. Employers or plan sponsors may not establish eligibility rules that favor highly compensated employees. An insured Group health plan that fails to comply with these rules may be subject to: (1) an excise tax that generally applies for a plan failing to comply with the requirements (2) civil money penalties or (3) a civil action for employers. Employers or plan sponsors should consult their legal counsel to seek advice on the above requirements for non-discrimination as it relates to their choice of health care coverage.

- 15 Notices:** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be mailed or hand-delivered to the persons at the addresses listed below:
- 16 Group Reinstatement:** A reinstatement may be requested by the Group within 10 days of receiving their termination letter and will be considered provided there has not been more than one payment returned or one collection letter in the last 12 months. A request can be made to escalate the reinstatement request for management review.
- 17 Dispute Resolution:** Representatives of the parties will meet, at the request of either party, in an attempt to resolve any controversy or claim (a "Dispute") relating to this Agreement. If the Dispute is not resolved within five days after the representatives meet to resolve the Dispute, the parties shall select a mediator (the "Mediator") to resolve the Dispute through non-binding mediation. Both parties agree to cooperate with the Mediator in an effort to resolve the Dispute. If the Dispute is not resolved through either negotiation or mediation within forty-five days after the Dispute is first identified, either party may exercise any rights available to the party to resolve the Dispute.

Group

Torrance County
205 9th Street
Estancia, NM 87016

PRESBYTERIAN HEALTH PLAN, INC.

Brandon Fryar, President
Post Office Box 26267
Albuquerque, New Mexico 87125-6267



Authorized Representative

11-26-18
Date



Presbyterian Health Plan, Inc.
Authorized Representative

November 26, 2018
Date

PRESBYTERIAN HEALTH PLAN

Presbyterian Health Plan Rate Sheet

TORRANCE COUNTY, GROUP # GR010405




Rates Effective: **January 1, 2019**


Medical Plan: Smart Care Customized \$500
Prescription Drug Rider: \$10 / \$35 / \$55

Type of Coverage	Prepayment per employee
Single	\$586.12
Employee & Spouse	\$1,318.74
Employee & Child(ren)	\$1,055.00
Family	\$1,729.02

The above rates include Medical and Pharmacy coverage only. Ancillary products such as vision or dental coverage are not included in these rates.

Required fees under the Affordable Care Act (ACA) are included in the above rates as a pass through for remittance of the Employer-required ACA Fees.

TORRANCE COUNTY	
 _____ Signature	 _____ Date
 _____ Title	

PRESBYTERIAN HEALTH PLAN, INC	
 _____ Signature	<p style="text-align: right;">November 26, 2018</p> _____ Date
<p style="text-align: center;">President</p> _____ Title	

PRESBYTERIAN INSURANCE COMPANY, INC.**GROUP LETTER OF AGREEMENT****Large Group (Revised June 1, 2013)**

THIS GROUP LETTER OF AGREEMENT ("Agreement") is dated as of **November 26, 2018**
and is entered into by and between Presbyterian Insurance Company, Inc. ("PICI"), a New Mexico corporation and
Torrance County, Group # **GR010405**

WHEREAS, PICI is a New Mexico corporation authorized to do business as an insurance company in PICI's licensed service area in the State of New Mexico; and

WHEREAS, the Group is a viable business entity licensed to do business in the State of New Mexico and operating within the scope of its license and charter; and

WHEREAS, the Group has a minimum of 51, eligible, active employees who resides or works in the service area, unless the group is eligible for and has requested enrollment of Out-of-Area employees and has been approved by PICI. Employees must work at least a minimum of 20 hours per week to be considered eligible under this Agreement with PICI; and

WHEREAS, the Group contributes a minimum of 50% of the employee's premium; and

WHEREAS, the Group has offered PICI as the only health plan option to its employees, unless the group is eligible for and has requested a Dual Option offering and has been approved by PICI;

NOW, THEREFORE, the parties agree as follows:

1 Services: PICI agrees to provide, through enrollment in PICI, the services described in the Group Subscriber Agreement, and any riders or amendments thereto, a copy of which has been, or will be upon request, provided to the Group and the terms of which are hereby incorporated by referenced, PICI will enroll those Group employees and their Dependents or qualified domestic partner who are eligible as outlined in the group's company policy and approved by PICI under the terms of Paragraph 5 of this Agreement, to enroll in PICI as of the Effective Date of such enrollment. PICI's obligation to provide services hereunder is subject to all terms, conditions, exclusions and limitations set forth in this Agreement and in the Group Subscriber Agreement and any riders or amendments thereto. If there is a conflict between this Agreement and the Group Subscriber Agreement and any riders or amendments thereto, this Agreement takes precedence.

2 Payment:

a) In consideration of the enrollment in PICI of eligible Group employees and Dependents, the Group agrees to pay to PICI the following monthly prepayment for each Group employee enrolled in PICI, based on the coverage selected by such employee as shown in the:

Presbyterian Insurance Company Rate Sheet Dated

November 26, 2018

The above referenced Rates are guaranteed for **12 months** commencing with the effective date of this Agreement. PICI reserves the right to re-rate the group if enrollment fluctuates by 10 percent or more.

b) The Group understands that PICI is a prepaid health plan. Payment of the total amount of monthly prepayments due hereunder shall be made by the Group in advance of each month that Group employees are enrolled in PICI. PICI shall bill the Group on or before the 20th day of each month for the subsequent month's coverage. Payment in the amount of PICI's bill must be received by PICI on or before the first day of the month of coverage. The Group shall pay a late fee of one and one-half percent of the outstanding balance for any month in which full payment is not received by PICI prior to the 10th day of the month of coverage.

c) The Group shall pay to PICI each month the amount shown due on PICI's bill. Retroactive adjustments required by the termination or addition of enrollees shall be reflected in the subsequent month's bill. Premiums must be made payable to Presbyterian Health Plan, Inc. and remitted to:

Presbyterian Insurance Company, Inc.
P.O. Box 911600
Denver, Colorado 80291-1600

d) Acceptance of late, partial or non-electronic payments by PICI shall not constitute a waiver of any present or future rights PICI would otherwise have under this Agreement.

- e) If the transaction is returned by the Group's financial institution for insufficient funds, account closed, authorization revoked or any other reason caused by an act of the Group, PICI will notify Group as soon as notification is received by PICI. Payment of the amount billed plus a charge of \$30.00 must be received by PICI within 15 days after notification of non-payment is provided.

3 Amendments and Changes in Benefits:

- a) The parties at anytime may agree in writing to amend or modify any provision of this Agreement or the nature and extent of the benefits provided hereunder, provided all underwriting guidelines are adhered to. No increase in amounts paid by any individual enrolled in PICI hereunder shall become effective until 60 days from and after the postage paid mailing to each enrollee at the enrollee's address of record, or hand-delivery to the enrollee, of written notice of such proposed increase. A decrease in Rates may be made by PICI at any time.
- b) PICI shall not decrease in any manner the benefits provided hereunder without written agreement from the Group and until 30 days from and after the postage paid mailing to each enrollee at the enrollee's address of record, or hand-delivery to the enrollee, of written notice of such proposed change.
- c) The provision of notice to an enrolled Group employee as required in this Paragraph 3 shall be deemed to constitute proper notice hereunder to each of the employee's enrolled Dependents.

4 Enrollment:

- a) Following prior inspection of appropriate Group marketing materials, the Group agrees to allow PICI marketing representatives fair and reasonable access to Group members for enrollment purposes. The Group will permit PICI periodic access to eligible Group members for continued enrollment purposes.
- b) Any employee of the Group, or any Dependent of the employee who is eligible to enroll in PICI as of the effective date of this Agreement, must apply for enrollment in PICI within 31 days from such effective date. Any such employee or Dependent who fails to enroll during this initial enrollment period shall not thereafter be allowed to enroll in PICI under this Agreement except during subsequent annual Group enrollment periods identified by PICI and the Group or as specified in Paragraph 4(f) of this agreement. The employee must have been hired and working full-time before the effective date of the Group and must have met the Group's waiting period, unless the Group is waiving their initial waiting period requirement. During the initial enrollment period, a minimum of 50% of eligible employees must enroll in PICI. Employees with valid proof of other health coverage may be excluded from the Group of eligible employees for purposes of this participation requirement. Enrollment in an individual health plan is not recognized as a valid waiver, unless, in its sole discretion, PICI waives such in writing.
- c) Any employee joining the Group, or any Dependent of the employee initially becoming eligible for benefits between annual group enrollment periods, shall be offered the opportunity to enroll in PICI. Application for enrollment under this Subparagraph must be made within 31 days after the date on which the employee meets or will meet PICI and Group eligibility requirements. An employee or Dependent who fails to enroll prior to the expiration of this 31 day period shall not thereafter be allowed to enroll in PICI except during subsequent annual group enrollment periods identified by PICI and the Group or as specified in Subparagraph 4(f). PICI coverage for persons enrolling under this Subparagraph shall become effective as of the waiting period specified in Section 5 b).
- d) Application for the enrollment of a new Dependent of an employee already enrolled in PICI must be made within 31 days of the date such Dependent first becomes eligible to enroll in PICI under terms of this Agreement and the Group Subscriber Agreement. Any Dependent who is not enrolled during such 31 day period shall not thereafter be allowed to enroll in PICI except during subsequent annual group enrollment periods identified by PICI and the Group or as specified in Subparagraph 4(f).
- e) An employee who failed to enroll in PICI during a previous enrollment period but who would otherwise be eligible for coverage may enroll in PICI within 31 days of acquiring a new Dependent through marriage, birth, adoption, placement for adoption or Court Order, if the new Dependent is also enrolled within this time period. If the new Dependent is a child, the spouse or, if applicable, qualified domestic partner of the employee may also enroll during this time period. No other Dependents may enroll.
- f) An eligible person may enroll as an employee or Dependent after the initial eligibility period if the person loses coverage under all of the following circumstances:
- 1) the person was covered under a Group health plan or had individual health insurance coverage at the time the person was initially eligible to enroll; and
 - 2) the employee stated in writing that the employee was not enrolling because of such other coverage; and
 - 3) the employee and/or Dependent is enrolled and applicable prepayment made within 31 days of the date coverage under COBRA was exhausted, or the date the coverage (or the employer's contribution toward coverage) was terminated; and
 - 4) the person's coverage under the other plan or insurance;

- a) was under a COBRA continuation provision and the coverage under that provision was exhausted (and not voluntarily terminated);
- b) was not under a COBRA continuation period and either the coverage was terminated as a result of loss of eligibility or employer contributions toward the coverage were terminated.

g) The Group shall notify PICI of any enrolled employee or Dependent who, for any reason, ceases to be eligible for enrollment in PICI under the terms of this Agreement and the Group Subscriber Agreement, and shall collect from the enrollee, and return to PICI, the enrollee's PICI ID card. The notification shall be made by the Group to PICI in writing within 30 days of the date such employee or Dependent loses eligibility. In the event the Group fails to notify PICI within this 30 day period, and the employee or Dependent obtains benefits or services through PICI after the requested date of termination of coverage, PICI shall be entitled to recover from the Group premium payment at the prevailing Rates stated in this Agreement for all subsequent months through the end of the month in which the employee or Dependent last obtained benefits or services through PICI.

5 Eligibility and Effective Date:

- a) Section VIII. of the Group Subscriber Agreement sets forth PICI eligibility requirements and Effective Dates of PICI enrollment for Group employees and their Dependents and qualified domestic partner. PICI shall not expel or refuse to enroll or re enroll any person because of such person's health status, requirements for health care services, or age, race, gender or sexual orientation.
- b) The Group's waiting period is the first of the month following 60 days
- c) In order to address situations where employees reside and work outside of the service area, PICI may offer side-by-side products to enroll employees and their Dependents anywhere in the U.S. once approved by PICI. and provided that all underwriting guidelines are adhered to.

6 Effective Date: This Agreement shall become effective as of 12:01 a.m. on January 1, 2019 (Effective Date); and shall continue in effect for a term of 12 months
 This Agreement shall be guaranteed renewable, subject to the provisions of Paragraph 7 below. However, this Agreement may be modified based on the size of the Group upon renewal. PICI shall notify the Group at least 60 days prior to the renewal date of this Agreement of the Rates and terms and conditions of the renewal.

7 Termination:

- a) The Group may terminate this Agreement at any time by giving PICI 30 days advance notice in writing. Such termination shall become effective only as of the last day of any month. If the Group does not specify such a day as the proposed date of termination, such termination shall nonetheless become effective only as of the later of (1) the last day of the month specified, or (2) the last day of the earliest month in which termination could be effected in compliance with the 30 day minimum notice requirement of this Subparagraph. In the event the Group fails to give PICI at least 30 days advance written notice of termination, the Group shall pay to PICI, in addition to other damages to which PICI may be entitled, all prepayment amounts that would be payable under this Agreement for the period extending until the last day of the earliest month in which termination would have been effective had the Group complied with the minimum advance notice requirements of this Subparagraph.
- b) In the event that fewer than two employees are enrolled for PICI coverage, or the Group is not in compliance with the provisions of the Plan or this Agreement, PICI may terminate this Agreement by giving the Group 30 days advance notice in writing. Any such termination shall become effective only as of the last day of any month, and the Effective Date of such termination shall be specified by PICI in the written notice required by this Subparagraph. No such notice shall be required for non payment. See Subparagraph (e) of this Paragraph.
- c) In the event that the Group ceases to be a viable business entity operating within the scope of its license and charter for reasons including, but not limited to, closing the business, bankruptcy, or insolvency, PICI may terminate this Agreement by giving the Group 30 days advance notice in writing.
- d) In the event PICI terminates this Agreement as provided in Subparagraphs b. and c. of this Section, the Group shall provide promptly, within five days of receipt of PICI's notice of termination, to each enrollee by hand delivery or by mail to the enrollee's current address a legible, true copy of such notice. Termination of this Agreement by PICI shall not become effective sooner than 30 days after the date notice is hand delivered or mailed to enrollees. The Group shall provide proof of such hand delivery or mailing to PICI provided, however, that absent actual knowledge to the contrary, PICI shall be entitled for the purpose of effecting termination of this Agreement to assume that the Group has complied with its obligations under this Subparagraph. The hand delivery or mailing of a copy of the notice of termination to an enrolled employee shall be deemed to constitute the delivery or mailing of such notice to each of that employee's enrolled Dependents.
- e) In the event the Group fails to make the prepayment required under this Agreement (inclusive of any applicable late fees or charges) within 15 days of the notification that the payment is due, PICI will by written notice terminate this agreement on the 30th day of notification of non-payment and will be effective as of the last date of payment. Non-payment shall be considered a voluntary termination by the group. The Group will mail a copy of the notice promptly to each enrollee and shall provide proof of such to PICI. The group may not apply for coverage within 6 months if termination reason is non-pay.

f) In the event an individual enrollee has knowingly given false material information in connection with the enrollment of the Group, PICI may terminate the Group retroactively effective as of the original Effective Date. Each subscriber shall be responsible for payment for all services rendered hereunder as of the Effective Date of such termination and shall reimburse PICI for all such payments at Reasonable Charges made by PICI on behalf of the Subscriber or any of his Dependents.

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a) Enrollees shall have the option to continue coverage with PICI.

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- 2) If applicable, enrollees may elect continuation of coverage under the Consolidated Omnibus Reconciliation Act (COBRA) of 1985, as amended; or
- 3) Continuation of coverage shall be provided without additional evidence of insurability, and will be available regardless of the enrollee's health status.

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12 **Modification:** This Agreement and Exhibits hereto constitute the entire understanding of the parties and no change, amendments, or alterations hereto shall become effective unless signed by both parties.

13 **Assignment:** This Agreement shall not be assigned, delegated or transferred, in whole or in part, by the group without the written consent of PICI.

14 **Applicable Law:** This Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New Mexico.

Internal Revenue Bulletin: 2011-2 issued on January 10, 2011 under Notice 2011-1 Affordable Care Act Nondiscrimination Provisions Applicable to Insured Group Health Plans:

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health care coverage.

15 Notices: Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be mailed or hand delivered to the persons at the addresses listed below:

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GROUP

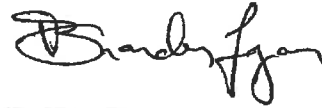
Torrance County
205 9th Street
Estancia, NM 87016

PRESBYTERIAN INSURANCE COMPANY, INC.

Brandon Fryar, President
Post Office Box 26267
Albuquerque, New Mexico 87125-6267


Authorized Representative

11-26-18
Date



Presbyterian Insurance Company, Inc.
Authorized Representative

November 26, 2018
Date

PRESBYTERIAN INSURANCE COMPANY

Presbyterian Insurance Company Rate Sheet

TORRANCE COUNTY, GROUP # GR010405



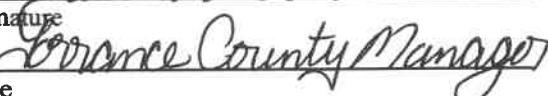
Rates Effective: **January 1, 2019**

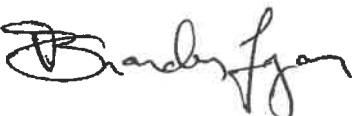
Medical Plan: Preferred Care \$500/20%
Prescription Drug Rider: \$10 / \$35 / \$55

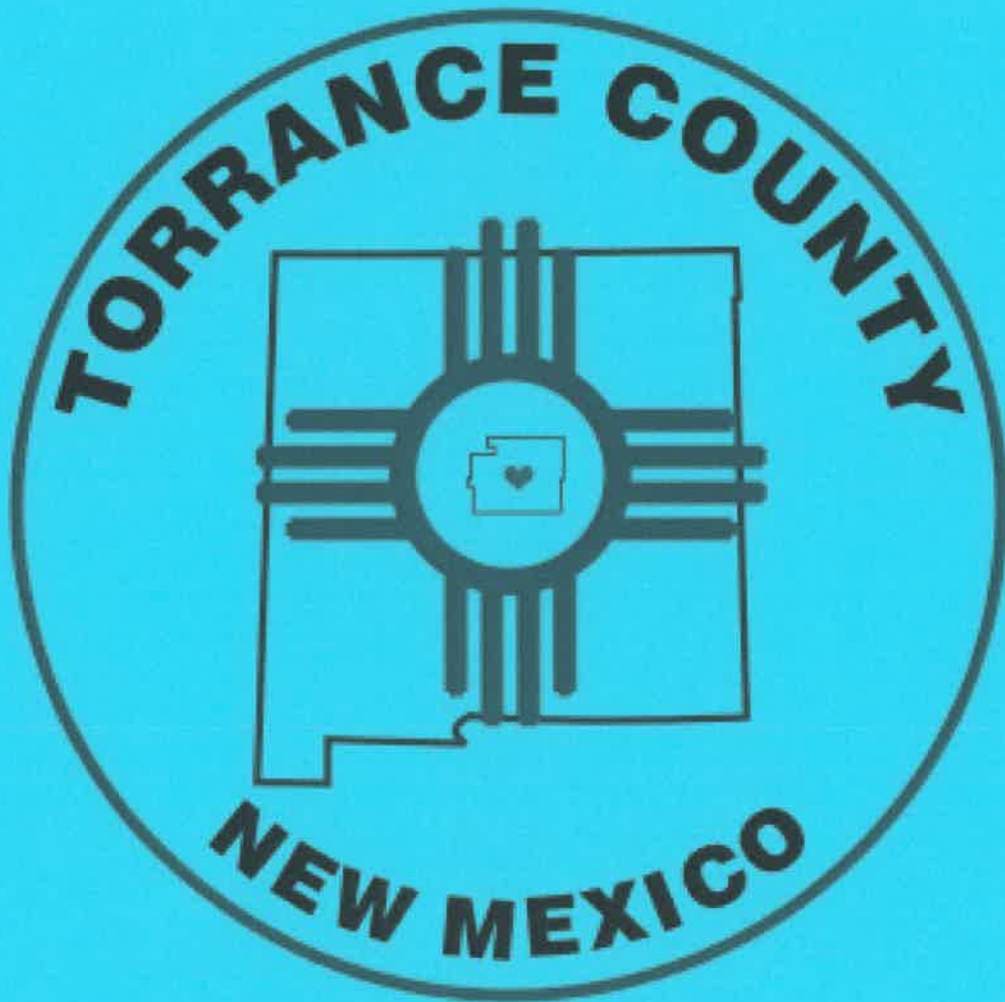
Type of Coverage	Prepayment per employee
Single	\$657.43
Employee & Spouse	\$1,479.19
Employee & Child(ren)	\$1,183.37
Family	\$1,939.39

The above rates include Medical and Pharmacy coverage only. Ancillary products such as vision or dental coverage are not included in these rates.

Required fees under the Affordable Care Act (ACA) are included in the above rates as a pass through for remittance of the Employer-required ACA Fees.

TORRANCE COUNTY	
 _____ Signature	 _____ Date
 _____ Title	

PRESBYTERIAN INSURANCE COMPANY, INC.	
 _____ Signature	<u>November 26, 2018</u> _____ Date
_____ President _____ Title	



*Agenda Item
No. 17*

AN ORDINANCE INCREASING THE SIZE OF THE TORRANCE COUNTY BOARD OF COUNTY COMMISSIONERS TO FIVE MEMBERS AND EXPRESSING THE INTENT TO DIVIDE THE COUNTY INTO FIVE COUNTY COMMISSION DISTRICTS.

WHEREAS Article 10, §7 of the New Mexico Constitution provides for the creation of a five-member board of county commissioners upon a unanimous vote by the incumbent board of commissioners; and

WHEREAS, the Torrance County Board of Commissioners finds that the creation of a five-member board of county commissioners would be in the best interests of the county; and

WHEREAS, the Torrance County Board of Commissioners has heretofore employed expert advice regarding how to best divide the county into five county commission districts that shall be compact, contiguous and as nearly equal in population as practicable; and

WHEREAS, upon adoption of this ordinance, one county commissioner shall reside within and be elected from each county commission district.

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

SECTION 1: SHORT TITLE

This Ordinance shall be known as the "CREATION OF A FIVE-MEMBER BOARD OF COUNTY COMMISSIONERS ORDINANCE," and shall be referred to herein as "this Ordinance."

SECTION 2: AUTHORITY

This Ordinance is enacted pursuant to the authority granted to counties under NMSA 1978, §§ 4-37-1 through -13 (1975, as amended 2003) and Article 10, §7 of the New Mexico Constitution.

SECTION 3: ADOPTION OF FIVE-MEMBER BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners of Torrance County is hereby increased in size to five members to be elected in accordance with the election laws of the State of New Mexico. One county commissioner shall be elected from each district as established hereafter by the board of county commissioners.

SECTION 4: EFFECTIVE DATE

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

Julia DuCharme
Chair, Torrance County Board of Commissioners

Jim Frost
Commissioner

Javier Sanchez
Commissioner

Attest;

Linda Jaramillo, County Clerk